

# LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, April 8, 2025, 7:00 p.m.

To join the meeting via Zoom:

<https://us02web.zoom.us/j/87479285073?pwd=ignCbol34rjDGQleQGTrYEPiOX0V7X.1>

Call #: 1-646-876-9923

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## CALL TO ORDER AND PLEDGE OF ALLEGIANCE

## ANNOUNCEMENTS AND PRESENTATIONS

The Board of Supervisors met in executive session on March 31<sup>st</sup> and prior to tonight's meeting to discuss matters of personnel, real estate, and potential litigation.

Lower Gwynedd Township has issued a [Request for Proposals for a police department study](#) as part of succession planning.

## 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. Sketch Plan for redevelopment of 1100 N. Bethlehem Pike, replacing the Gulf gas station with a new Sunoco gas station and convenience store at Bethlehem Pike & Norristown Road

## GENERAL BUSINESS

1. Accept the resignation of elected auditor, Ron Amchin
2. Discuss the Montgomery County Commissioners' review of the proposed cell tower in the maintenance area at Penllyn Woods Park and consider approval of conditions
3. Consider Ordinance # 551 adding intersections to the locations of stop signs in Chapter 458 of the Lower Gwynedd Township Code
4. Consider approval of new administrator for the non-uniformed defined contribution 401a retirement plan
5. Consider approval of deed of dedication revising the right-of-way for Old Bethlehem Pike needed for the culvert replacement project
6. Consider approval of deed of dedication of right-of-way for a trail easement at 1327 Gypsy Hill Road
7. Consider approval of a RACP cooperation agreement with Thomas Jefferson University and the Montgomery County Redevelopment Authority

8. Consider approval of the contract for the planting of pollinator gardens at Oxford and Pen-Ambler Parks to ArcheWILD
9. Approval of invoice report – April 8, 2025
10. Approval of minutes – March 25, 2025 (MT and JM abstain)

### **SUPERVISOR LIAISON REPORTS**

Questions about Volunteer Commission Meeting Highlights

### **STAFF UPDATES**

Updates from staff on municipal activities and projects – *WQIP update*

### **SUPERVISORS COMMENTS**

Comments or questions from the Board of Supervisors

### **Adjournment**

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

HUMAN RELATIONS COMMISSION	THURS	06/05/2025	7:00 P.M.
BOARD OF SUPERVISORS	TUES	04/22/2025	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	04/09/2025	7:00 P.M.
ZONING HEARING BOARD	THURS	04/10/2025	6:00 P.M.
PARKS AND RECREATION	TUES	04/15/2025	6:00 P.M.
PLANNING COMMISSION	WED	04/16/2025	7:00 P.M.

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



## MEMORANDUM

**ATTN:** Board of Supervisors

**DATE:** April 4, 2025

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

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

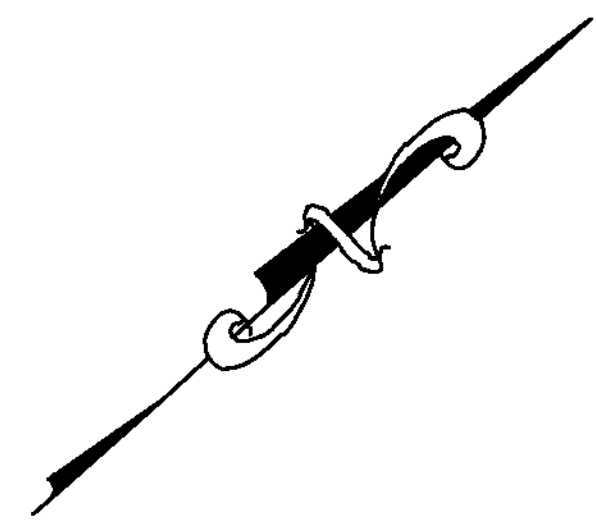
Township staff met with a potential buyer of the Gulf Station property located at 1100 N. Bethlehem Pike. The potential applicant and his engineer explained their idea of redeveloping the site to include a small gas station and convenience store. The current building would be demolished, and a new building would be constructed further back on the parcel. The potential project was also discussed at the Building & Zoning Subcommittee meeting. The applicant will be presenting a sketch plan to the BOS to review what they're proposing for this site and request feedback so they can determine a path forward. Concerns raised by staff and B&Z members include the following:

- Site Circulation & ingress/egress
- Site size and location
- Traffic

The applicant's engineer will be presenting a sketch plan along with renderings of a site that the applicant recently redeveloped in Quakertown. This information is attached for your reference.



W:\proj\2252-5\dwg\Site\Survey\2252-5 SURVEY.dwg, PLOT: 4/1/2025 1:46:58 PM, User: DWG To PDF.pc3, Sheet: 1 of 1 (36.00 x 24.00 inches), 1:1



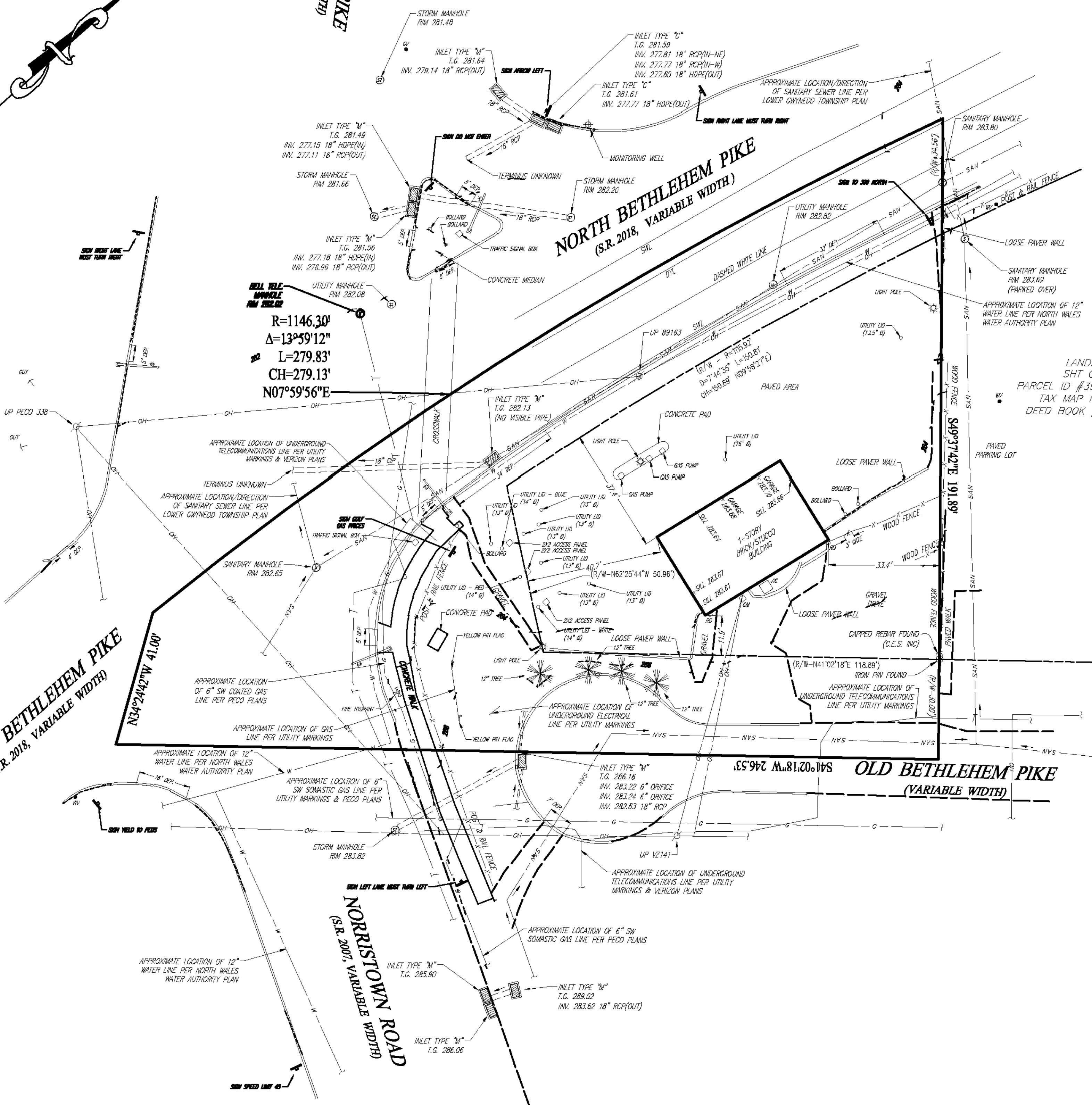
**NORTH BETHLEHEM PIKE**  
(S.R. 2018, VARIABLE WIDTH)

**SUNNYSIDE PIKE**  
(S.R. 2007, VARIABLE WIDTH)

**NORRISTOWN ROAD**  
(S.R. 2007, VARIABLE WIDTH)

**NORTH BETHLEHEM PIKE**  
(S.R. 2018, VARIABLE WIDTH)

**OLD BETHLEHEM PIKE**  
(VARIABLE WIDTH)



R=1146.30'  
Δ=13°59'12"  
L=279.83'  
CH=279.13'  
N07°59'56"E

LANDS N/L OF  
SHT GROUP LLC  
PARCEL ID #39-00-00268-00-8  
TAX MAP ID #29008 029  
DEED BOOK #6158, PG. 2167

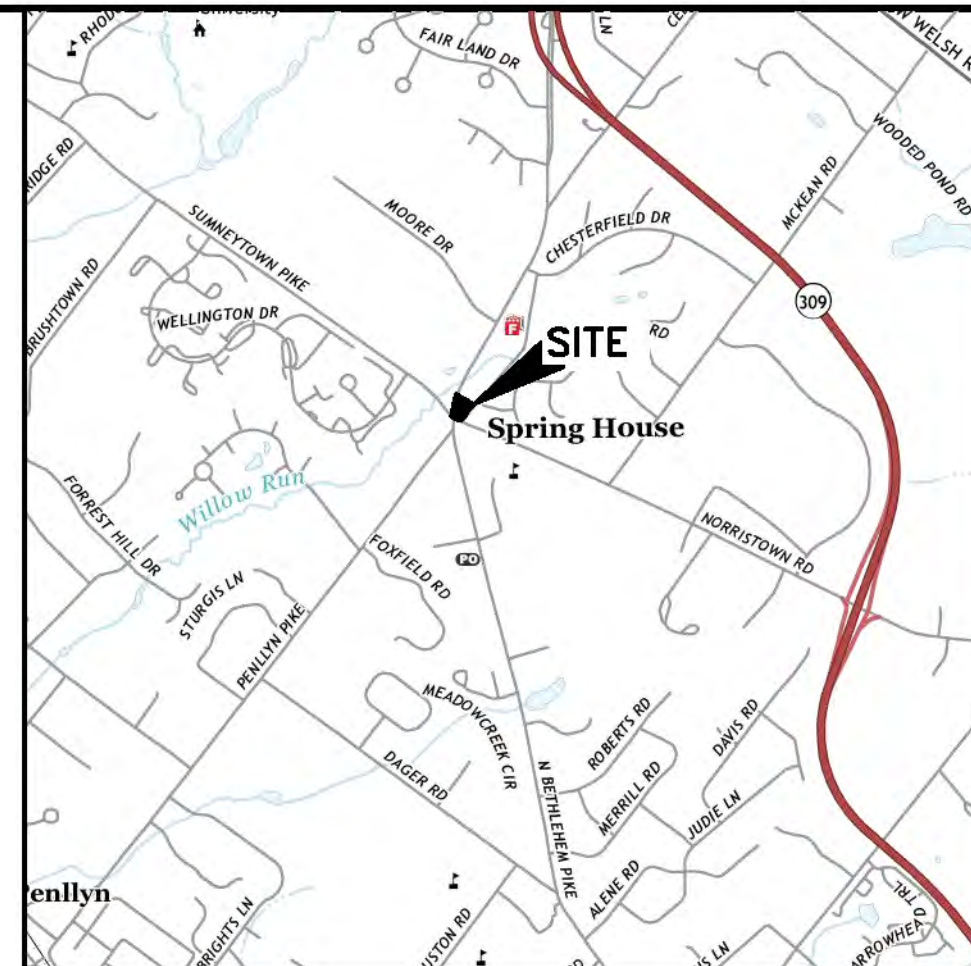
**SURVEY NOTES:**

1. THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY COMPLETED BY THIS OFFICE ON MARCH 10, 2025.
2. SITE DATA  
CURRENT OWNER: SIMRAN PROPERTIES, LLC  
ADDRESS: 1100 N. BETHLEHEM PIKE  
SPRING HOUSE, PA 19477  
SITE ADDRESS: 1100 N. BETHLEHEM PIKE  
SPRING HOUSE, PA 19477  
RECORDED DATA: LOWER GWYNED TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA  
A-PARCEL1 HEADING (1100 N. BETHLEHEM PIKE)  
A-BLOCK X - UNIT X  
A-PARCEL 39-00-00268-00-2  
A-DB 5508 PG 119
3. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CONFIRM THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
4. THE PROPERTY ON THIS SURVEY DOES NOT LIE PARTLY WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA"), AS SHOWN ON THE FLOOD INSURANCE RATE MAP IDENTIFIED AS PANEL 286 OF 451, COMMUNITY NUMBER X, MAP NUMBER 42091C0286G, BEARING AN EFFECTIVE DATE OF MARCH 2, 2016. THE DATUM FOR THIS MAP IS NAVD83.
5. THIS MAP AND SURVEY WERE PREPARED FROM INFORMATION OF RECORD, FURNISHED AND/OR OBTAINED, TOGETHER WITH EVIDENCE FOUND ON THE GROUND. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC., OF RECORD.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC., OF RECORD.
7. CONTOURS PLOTTED FROM FIELD RUN TOPOGRAPHIC SURVEY BY HOWELL SURVEYING, L.L.C., DATUM: NAVD 83 (COMPUTED USING GEOID18) & NAD 83 (2011) (EPOCH:2010.0000) (AS DETERMINED BY GPS OBSERVATION). SITE BENCH = SANITARY MANHOLE RIM LOCATED IN THE CUL-DE-SAC OF OLD BETHLEHEM PIKE, ELEVATION= 286.75', CONTOUR INTERVAL: 2 FEET.
8. THE VARIABLE WIDTH RIGHT-OF-WAYS WERE TAKEN FROM REFERENCE PLAN NO. 3.
9. LOT AREAS:  
LOT AREA: 29,089 S.F./0.668 ACRE (GROSS)  
11,472 S.F./0.263 ACRE (NET OF R/W)
10. PLAN REFERENCES:  
A) PLAN ENTITLED, "PLAN OF PROPERTY - ALFRED PIRANIAN", PREPARED BY GEORGE B. MEBUS, INC., A DIVISION OF L. ROBERT KIMBALL CONSULTING ENGINEERS, ASBINGTON, PA, DATED 08/24/1984, LAST REVISED 12/10/1984, RECORD PLAN BOOK #A-48, PG. 110.  
B) PLAN ENTITLED, "RECORD PLAN - PAONE - SPRING HOUSE OFFICE", PREPARED BY WOODROW & ASSOCIATES, INC., NORTH WALES, PA, DATED 11/30/1999, LAST REVISED 12/04/2002, RECORD PLAN BOOK #L-8, PG. 285.  
C) PLAN ENTITLED, "COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HIGHWAYS - DRAWINGS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY - STATE ROUTE 0309 SECTION IFF R/W IN MONTGOMERY COUNTY", PREPARED BY GANNETT FLEMING, INC., KING OF PRUSSIA, PA, DATED 08/04/1996, PROJECT #Q24X064115.

**LEGEND**

	STORM INLET TYPE 'C'		SANITARY LATERAL
	STORM INLET TYPE 'M'		ELECTRIC LINE
	STORM MANHOLE		TELEPHONE LINE
	SANITARY MANHOLE		OVERHEAD LINE
	WATER MANHOLE		FENCE
	ELECTRIC MANHOLE		WALL
	GAS MANHOLE		MACADAM EDGE
	TELEPHONE MANHOLE		CONC. CURB
	CLEAN OUT		CONCRETE
	UTILITY POLE		DECIDUOUS TREE
	LAMP POST		CONIFEROUS TREE
	FIRE HYDRANT		LANDSCAPE BED BORDER
	WATER VALVE		CONTOUR
	GAS VALVE		CONTOUR INTERVAL
	SIGN		SPOT ELEVATION
	WATER LINE		PROPERTY CORNER
	GAS LINE		IRON PIN FOUND
	SANITARY SEWER		CONC MON FOUND
			ZONING BOUNDARY

IMPERVIOUS TABULATION	
1- CONCRETE AREA	7,572 S.F.
2- GRAVEL DRIVE	1,877 S.F.
3- BUILDING	1,197 S.F.
4- WALLS	66 S.F.
TOTAL	10,514 S.F.



LOCATION MAP  
SCALE: 1"=2,000'

**robert e. blue**  
consulting engineers, p.c.  
1149 Shippack Pike, Blue Bell, PA 19422  
tel: (610)-277-9441 email: rblue@robertblue.com  
www.robertblue.com



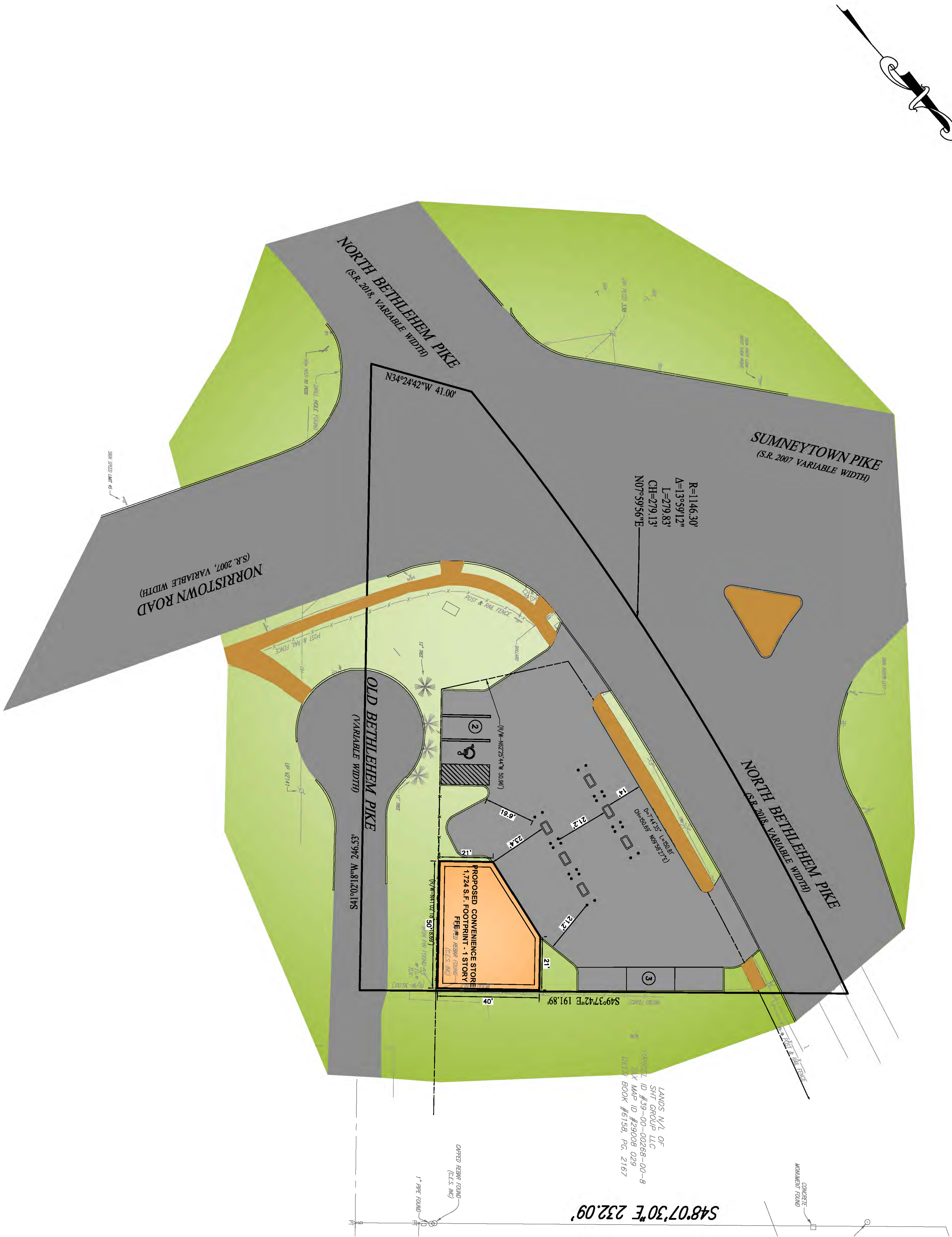
EXISTING FEATURES PLAN  
1100 N. BETHLEHEM PIKE  
LOWER GWYNED TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA  
PREPARED FOR  
SIMRAN PROPERTIES, LLC  
1100 N. BETHLEHEM PIKE  
SPRING HOUSE, PA 19477

DRAWN BY: XXX	CHECKED BY: XXX	SCALE: 1"=1'
DATE: 20XX-X-X	JOB NUMBER: 2252-5	SHEET NUMBER: 1 of 1

LAST SAVED: 4/1/2025 1:47:03 PM (Save Survey) 2252-5 SURVEY.dwg ON: 4/1/2025 1:46 PM

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RENDERING PLAN

1100 N. BETHLEHEM PIKE  
LOWER GWYNEDD TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA

PREPARED FOR  
**SIMRAN PROPERTIES, LLC**  
1100 N. BETHLEHEM PIKE  
SPRING HOUSE, PA 19477

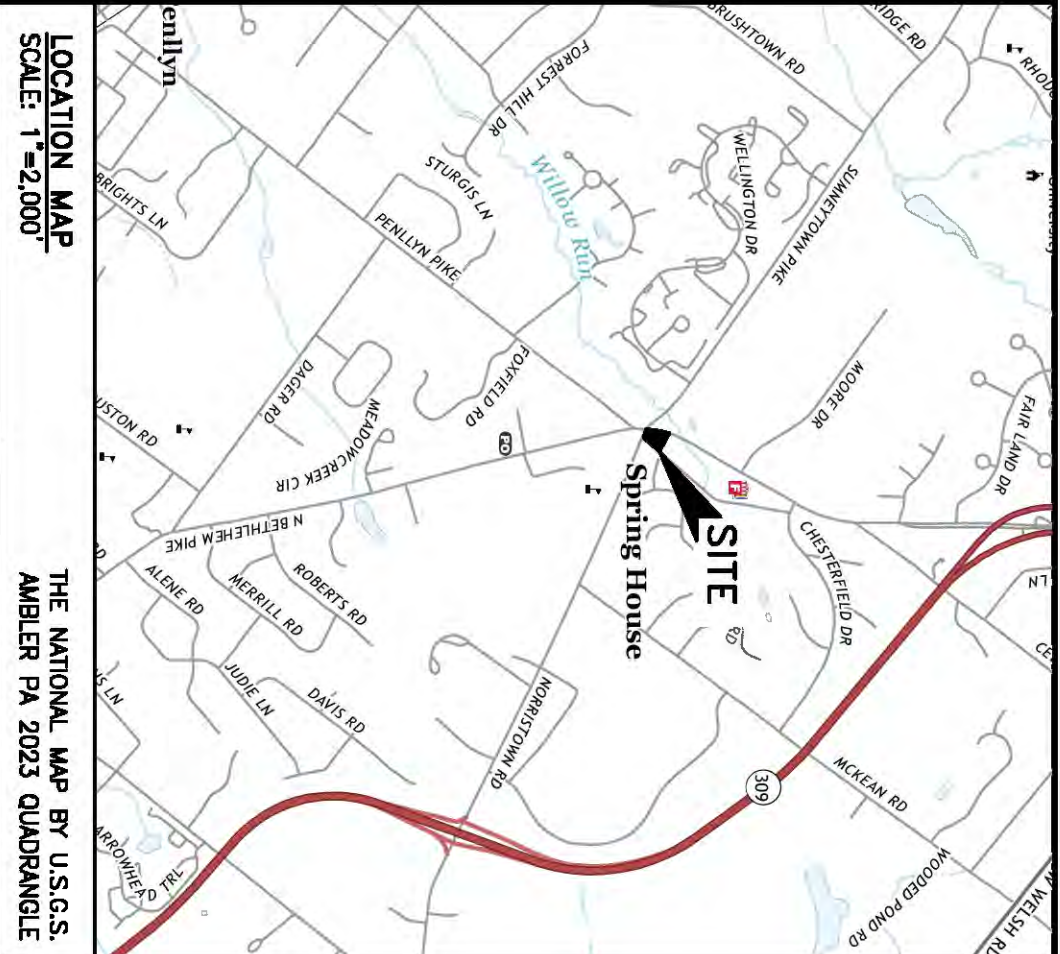
**robert e. blue**  
consulting engineers, p.c.  
1149 Skippack Pike, Blue Bell, PA 19422  
tel: (610)-277-9441 fax: (610)-277-9897  
www.robertblue.com email: rblue@robertblue.com

GRAPHIC SCALE  
0 20 40 60 80

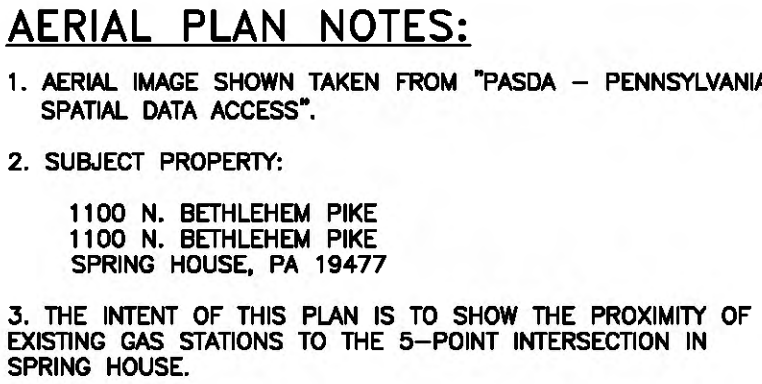
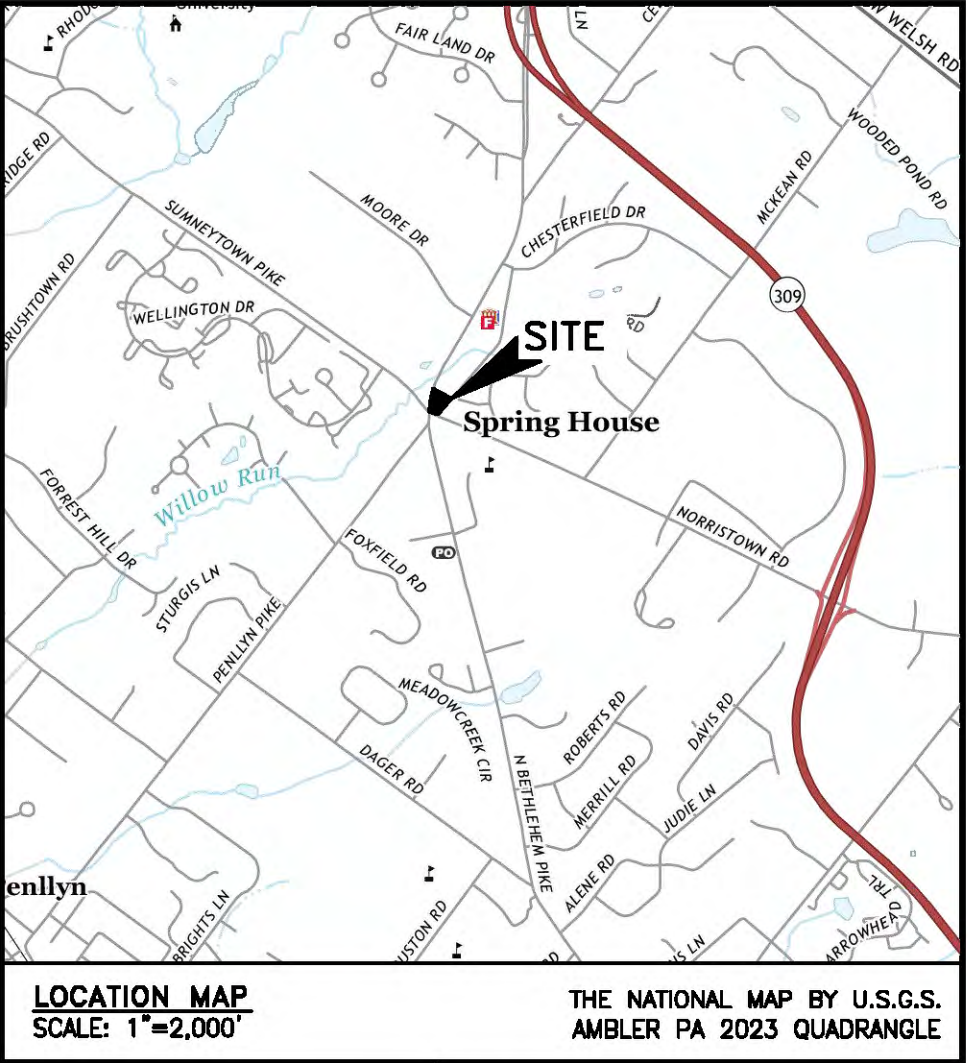
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DATE	BY	REVISION
03/25/25	JB	01

DATE	BY	REVISION
03/25/25	JB	01







**GAS PROXIMITY EXHIBIT**

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**1100 N. BETHLEHEM PIKE  
LD SET TITLELINE2  
LOWER GWYNED TOWNSHIP, MONTGOMERY COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

PREPARED FOR  
SIMRAN PROPERTIES, LLC  
1100 N. BETHLEHEM PIKE  
SPRING HOUSE, PA 19477

**robert e. blue**  
consulting engineers, p.c.  
1149 Skippack Pike, Blue Bell, PA 19064  
tel: (610)-277-9441 fax: (610)-277-9442  
www.robertblue.com email: rblue@robertblue.com



GRAPHIC SCALE

LAST SAVED: M:\Proj\2252-5\data\Sets\EXHIBITS\2252-5 Case Proximity Exhibit.dwg ON 4/4/2025 9:41 AM

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## QUAKERTOWN SUNOCO - BEFORE &amp; AFTER EXHIBIT

**1100 N. BETHLEHEM PIKE  
LOWER GWYNED TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA**

**SIMRAN PROPERTIES, LLC**  
1100 N. BETHLEHEM PIKE  
SPRING HOUSE, PA 19477

[illegible]



# Memo

**To:** Board of Supervisors  
**From:** Mimi Gleason, Township Manager  
**Date:** April 4, 2025  
**Re:** Auditor's resignation

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**Recommended motion: To accept the resignation of Ron Amchin as elected auditor**

On February 25, 2025, Ron Amchin resigned as one of Lower Gwynedd Township's elected auditors. Ron was elected in November 2023 and his term continues through the end of 2029. He was one of three members of the Board of Auditors.

The Board of Supervisors has 30 days to appoint someone who has been a resident of the Township for at least 1 year. The only regularly scheduled public meeting in that time is Tuesday, April 22<sup>nd</sup>. The appointed auditor will serve for the rest of this calendar year.

The Board of Supervisors appoints a CPA firm to conduct a formal annual audit of the Township's finances each year. The elected Board of Auditors reviews that audit. Each elected auditor is paid \$100/year.

Staff will notify Montgomery County of the vacancy. Ron's seat will be on the November 2025 ballot to elect someone to serve for the remainder of his term. There also will be a full 6-year auditor term on the November ballot.

**From:** [Ron Amchin](#)  
**To:** [Mimi Gleason](#); [Melinda Haldeman](#)  
**Subject:** Resignation as Township Auditor  
**Date:** Tuesday, February 25, 2025 8:56:35 AM

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Hi Melinda and Mimi,

I hope you're both doing well. I recently moved out of Lower Gwynedd Township and am in the process of updating my official address. As I understand it, this means I will need to resign from my position as Township Auditor.

I appreciate the opportunity to have served in this role and want to thank you both for your work for the Township. Please let me know if there are any formal steps I need to take to complete this transition.

Best regards,  
Ron

# Memo

**To:** Board of Supervisors  
**From:** Mimi Gleason, Township Manager  
**Date:** April 4, 2025  
**Re:** Proposed cell tower



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**Recommended motion: Authorization to submit a letter to Montgomery County supporting Lower Gwynedd Township's effort to install a cell tower in a maintenance area in Penllyn Woods Park to address a gap in cell service**

Lower Gwynedd residents approached the Board of Supervisors (Board) for help addressing the lack of cell phone coverage where they live. A significant portion of the Township has a gap in coverage from any provider, making it difficult for residents to communicate with family, friends, co-workers or even 911 operators. After exploring options, the Board agreed to work with Rise Up Towers, which specializes in developing cell tower sites on government property. In July 2023, Rise Up presented information at a well-attended public meeting of the Board of Supervisors. Because of the extent of the coverage gap, their recommended solution involved the installation of two cell towers – one next to the fire substation adjacent to the Township Building and one in a maintenance area behind the baseball fields in Penllyn Woods Park.

The Board examined both locations closely. Because of the potential impact on nearby residences, the Board asked Rise Up to find an alternative location for the tower by the Township Building. After an extensive search, Rise Up located and has now leased a portion of privately-owned commercial property on Bethlehem Pike that awaits Township approval pending resolution of the County's review of the Penllyn Woods tower described below and subsequent review by the Orphans Court Division of the Montgomery County Court of Common Pleas.

In contrast to the Bethlehem Pike corridor where the other tower will be located, Penllyn Woods Park is surrounded primarily by residential properties. There is not another viable property that would address the gap in cell phone coverage in the Penllyn area that would not be next to or quite literally in someone's back yard. At first there was skepticism on the part of Township officials about locating a cell tower in the park. However, the proposed tower would be constructed in an existing gravel maintenance area next to a baseball field



where park construction materials are currently stored. No recreation facilities or natural areas would be disturbed. (See pictures below.)

As a first step in the review process, the Board considered an amendment to a “Voluntary Declaration of Conservation Easement” regarding use of the Park. The Board conducted a public process while considering this amendment, advertising the proposed amendment, sending notices to the community, and conducting public hearings on November 14 and November 28, 2023. Rise Up presented testimony about the need for the tower in Penllyn Woods Park and agreed, at its own cost, to better organize the maintenance area to create room for the tower and improve the overall appearance of the area. As a result, there would be no change in the size of the maintenance area after the tower was installed.

In sum, after a rigorous analysis, the Board concluded that the tower would not harm the Park’s scenic or recreation areas, as there would be no change to any part of the Park outside of the existing maintenance area. Following the conclusion of testimony, the Board of Supervisors voted to approve an amendment to the conservation easement for the cell tower.

Now the cell tower is under review by Montgomery County. In 1994, Lower Gwynedd purchased Penllyn Woods Park in part with grant funds from the County. The grant required that no “change of use” be made to the Park. The Montgomery County Open Space Board, an advisory committee to the Montgomery County Board of Commissioners, evaluated whether the proposed cell tower constitutes a change in use of Penllyn Woods Park, and ultimately recommended that the Montgomery County Board of Commissioners approve the cell tower with conditions requested by Wissahickon Trails. My understanding is that the Montgomery County Commissioners will consider the proposed cell tower at their public meeting on April 17<sup>th</sup>.









## LOWER GWYNEDD TOWNSHIP POLICE DEPARTMENT

**PAUL KENNY**  
CHIEF OF POLICE

Serving Our Community With Pride Since 1929



**Attn: Board of Supervisors**

**Date:** April 4, 2025

**From:** Sergeant William Henry

**Subj:** Adoption of Remaining Stop Signs into Township Ordinance 458.02(a)

In September 2024, the Lower Gwynedd Township Police Department's Community Response Unit, in coordination with the Township's traffic engineers, conducted a comprehensive study of the stop signs within the Township. The study identified over 300 stop signs, both private and public, located throughout the Township. Of the 300+ stop signs identified, 55 are currently listed in Township Ordinance 458.02(a), which governs the official locations of stop signs.

The remaining stop signs are not recognized or codified within Township Ordinance 458.02(a).

Amending the Code to add these intersections ensures all stop signs are officially recognized under Township regulations, reducing ambiguity for enforcement and engineering purposes.

Aligning the ordinance with the current inventory of stop signs promotes safety and uniformity across the Township.

***Recommendation: Staff recommends that the Board of Supervisors enact Ordinance # 551 adding the location of stop signs to Chapter 458 of the Township Code.***



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

**ORDINANCE NO. 551**

**AN ORDINANCE OF THE TOWNSHIP OF LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING PART FOUR, ENTITLED "TRAFFIC CODE," TO AMEND CHAPTER 458, SECTION 458.02 ENTITLED "LOCATION OF STOP SIGNS", FOR THE PURPOSE OF ADDING ADDITIONAL STOP SIGN LOCATIONS.**

**WHEREAS**, § 1506 of the Second Class Township Code, Act of May 1, 1993, P. L. 103, No. 69, as amended by the Act of November 9, 1995, P. L. 350, No. 60, found at 53 P. S. § 66506, entitled "General Powers," authorizes the Board of Supervisors to make and adopt ordinances necessary for the proper management, care and control of the Township, and the maintenance of the health and welfare of the Township and its citizens; and

**WHEREAS**, the Board of Supervisors desire to amend Part Four of the Lower Gwynedd Township Code (the "Code"), entitled "Traffic Code," to add additional stop sign locations.

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

**SECTION ONE. AMENDMENT OF TRAFFIC CODE.**

Part Four of the Code, Entitled "Traffic Code," Chapter 458, Section 458.02(a) entitled "Location of Stop Signs", is hereby amended to include the following stop sign locations, to be added in alphabetical order with existing stop sign locations:

1. Albermarle Drive at Nottoway Drive (Private)
2. Alene Rd at Bethlehem Pike
3. Alesis Dr at Beth Dr
4. Almwich Pl at Wellington Dr
5. Annasmead Rd at Tennis Ave
6. Arbor Lane at Tennis Ave
7. Austin Cir at Wellington Dr
8. Baker Rd at Llanfair Rd
9. Baker Rd at Tennis Ave
10. Bala Ct at Wellington Dr
11. Bangor Ln at Wellington Dr (X2)
12. Bardsey Ln at Peterman Ln
13. Bardsey Ln at Welsh Rd
14. Beaumont Pl at Township Line Rd
15. Beech Hollow Rd at Norristown Rd
16. Bridle Ln at Wellington Dr (X2)
17. Brights Lane at Penllyn Pike
18. Brights Lane at Penllyn Pike

19. Brookline Ct at Wellington Dr
20. Brookside Ave at Knight Rd
21. Brookside Ave at N Spring Garden St
22. Brushtown Rd at Gypsy Hill Rd
23. Brushtown Rd at Sumneytown Pike
24. Buckley Rd and Knight Rd (X2) Dead end curve
25. Buckley Rd at Brights Lane
26. Cadwalader Ct at Wellington Dr (X2)
27. Cambridge Dr at Uxbridge Way
28. Canton Ct at Wellington Dr (X2)
29. Carnigan Ct at Tintern Dr
30. Carriage Cir at Hunt Seat Dr
31. Cathcart Rd at Grasshopper Ln
32. Cathcart Rd at Township Line Rd
33. Cedar Hill Rd at Bethlehem Pk
34. Cedar Lane at E Mt Pleasant Ave
35. Cedar Lane at Montgomery Ave
36. Cheshire Drive at Macklenberg Drive (Private)
37. Chesterfield Dr at Bethlehem Pike
38. Claudia Way at Lindsay Dr
39. Claudia Way at Tanglewood Dr
40. Cleaver Rd at Stone House Rd
41. Conway Cir at Wellington Dr
42. Coventry Ln at Harlow Cir
43. Creekview Dr at Old Penllyn Pike
44. Cypress Dr at Wellington Dr (X2)
45. Dager Rd at Penllyn Pike
46. Darden Dr at Sloan Way
47. Davis Rd at Judie Lane
48. Dogwood Ln at Plymouth Rd
49. E. Francis Ave at Knight Rd
50. E. Francis Ave at N Spring Garden St
51. E. Mt Pleasant Ave at Bethlehem Pike (Ambler)
52. E. Lamplighter Ln at Meetinghouse Rd
53. E. Meetinghouse Rd at Evans Road
54. Ederer Ln at Gypsy Hill Rd
55. Evans Rd at Gypsy Hill Rd (X2)
56. Evans Rd at Plymouth Rd
57. Fairland Dr at N Bethlehem Pike
58. Forest Hill Dr at Brushtown Rd
59. Forest Hill Dr at Fox Hollow Rd (X2)
60. Forest Hill Dr at Willow Run Rd (X2)
61. Forten Ct at Fairland Dr
62. Foulke Rd at Pen Ambler Rd
63. Fox Hollow Rd at Forest Hill Dr
64. Fox Run Rd at Wellington Dr (X2)

65. Foxfield Rd at Penllyn Pike
66. Gladestry Ln at Gwynedd Ave
67. Grasshopper Ln at Cathcart Rd (X2)
68. Grasshopper Ln at DeKalb Pike
69. Grasshopper Ln at Evans Rd
70. Grasshopper Ln at Wood Spring Rd (X2)
71. Greycliffe Ln at DeKalb Pike
72. Gwynedd Ave at Gypsy Hill Rd
73. Gwynedd Ave at Township Line Rd
74. Gwynedd Ave at Trewellyn Ave (X2)
75. Gwynedd Vall Dr at Grasshopper Ln
76. Gwynedd Valley Dr at Grasshopper Ln
77. Gwynedd View at Rose Ln (X2)
78. Gwynedd View Rd at Welsh Rd
79. Gwyneth Ct at Wellington Dr
80. Gypsian Way at Gypsy Hill Rd
81. Gypsy Hill Rd at Evans Road (X2)
82. Gypsy Hill Rd at Penllyn Pike
83. Gypsy Hill Rd at Plymouth Rd (X2)
84. Hamilton Rd and Judie Lane
85. Hamilton Rd and Merrill Rd
86. Harlow Cir at Wellington Dr
87. Hillcrest Ln at Township Line Rd
88. Hobby Horse Hill at Hunt Seat Dr
89. Hoover Rd at Knight Rd
90. Hoover Rd at Pen Ambler Rd
91. Hopes Ln at Gwynedd View Rd
92. Houston Rd at Dager Rd
93. Houston Rd at Knight Rd (X2)
94. Houston Rd at Marion Ave (X2)
95. Houston Rd at Pen Ambler Rd
96. Hunt Seat Dr at Gwynedd Ave
97. Hunt Seat Dr at Gypsy Hill Rd
98. Hunter Ct at Bridle Ln
99. Hunter Ct at Wellington Dr
100. Joans Ln at E. Lamplighter Ln
101. Joans Ln at Uxbridge Way
102. John Rotelle Dr at Bethlehem Pike
103. Johns Lane at Bethlehem Pike
104. Johns Lane at Kenilworth Ave (X2)
105. Johns Lane at Tennis Ave
106. Johnson Lane at Kellogg Dr
107. Johnson Lane at Sloan Way
108. Kellogg Dr at Kellogg Dr
109. Kenilworth Ln at Johns Lane
110. Kent Cir at Wellington Dr



111. Knight Rd at Brights Lane
112. Knight Rd at Brookside Ave (X2)
113. Knight Rd at E Mt Pleasant Ave
114. Knight Rd at Foulke Rd
115. Knight Rd at Foulke Rd (X2)
116. Knight Rd at Hoover Rd
117. Knight Rd at Houston Rd (X2)
118. Kyle Lane at Dager Rd
119. Lamplighter Cir at Meetinghouse Rd
120. Latchstring Ln at Plymouth Rd
121. Latchstring Ln at Surrey Dr
122. Laura Ln at Turnbury Dr
123. Llanfair Rd at Welsh Rd
124. Llewellyn Rd at Tennis Ave
125. Lloyd Rd at Welsh Rd
126. Locust Lane at Bethlehem Pike
127. Lorien Dr at Evans Rd
128. Lorien Dr at Evans Rd
129. Macklenberg Drive at Culpepper Drive (Private)
130. Marion Ave at Houston Rd
131. Marion Ave at Knight Rd
132. Mathers Rd at Pen Ambler Rd
133. Mcauley Ct at Fairland Dr
134. McHugh Ct at Fairland Dr
135. Meadowcreek Circle at Dager Rd
136. Meetinghouse Rd at Dekalb Pike
137. Meetinghouse Rd at Evans Rd
138. Merrill Rd at Bethlehem Pike
139. Merrill Rd at Vista Rd (X2)
140. Montgomery Ave at Cedar Lane (X2)
141. Montgomery Rd at Bethlehem Pike
142. Montgomery Rd at E Mt Pleasant Ave
143. N Penn Oak Rd at Swedesford Rd
144. Nevin Ln at Wellington Dr
145. New Church Ct at Fairland Dr
146. Norma Rd at Knight Rd
147. Nottoway at Rappahanock Drive X2 (Private)
148. Oakhurst Ln at Sumneytown Pike
149. Old Bethlehem Pike at Chesterfield Drive
150. Old Penllyn Pike at Penllyn Pike
151. Overlook Cir at DeKalb Pike
152. Parsons Ln at Evans Rd
153. Penllyn Pike at Old Penllyn Pike
154. Penllyn Pike at Old Penllyn Pike (Train Station)
155. Penllyn Pike Spur at Penllyn Pike
156. Penn Brooke at Penllyn Pike

157. Pershing Rd at Gwynedd Ave
158. Pershing Rd at Old Penllyn Pike
159. Pershing Rd At Penllyn Pike
160. Peterman Ln at Bardsey Ln
161. Peterman Ln at Cedar Hill Rd
162. Pileggi Ct at Peterman Ln
163. Plymouth Rd at Township Line Rd
164. Poplar Ct at locust Lane
165. Radcliff Ln at Norristown Rd
166. Rappahanock Dr at Old Penllyn Pike (Private)
167. Rappahanock Drive at Nottoway Drive X2 (Private)
168. Rappahanock Drive at Stafford Drive (Private)
169. Red Barn Rd at Stone House Rd
170. Red Stone Lane at Cedar Hill Rd
171. Regency Cir at Gwynedd Ave
172. Ridgeview Ln at Wooded Pond Rd
173. Roberts Rd at Bethlehem Pike
174. Rose Ln at Gwynedd View (X2)
175. Rose Ln at Welsh Rd
176. Rose Ln at Winding Dr (X2)
177. Rossett Ct at Tintern Dr
178. S. Penn Oak at School House Ln
179. Saddle Ln at Wellington Dr
180. School House Ln at Swedesford Rd
181. Severn Ct at Fairland Dr
182. Sloan Way at Darden Dr (X2)
183. Sloan Way at Kellogg Dr (X2)
184. Sloan Way at Sloan Way
185. Spring House Farm Ln at McKean Rd
186. Stafford Dr at Pen Ambler Rd (Private)
187. Stafford Dr at Stafford Dr (Private)
188. Stafford Drive at Cheshire Drive (Private)
189. Stone House Rd at McKean Rd
190. Sturgis Ln at Penllyn Pike
191. Sturgis Ln at Penllyn Pike
192. Sumneytown Pike at Swedesford Rd
193. Sunset Dr at Evans Rd
194. Swedesford Rd at Dekalb Pike
195. Swedesford Rd at Sumneytown Pike
196. Sweetwater Cir at Wellington Dr
197. Tanglewood Dr at Cambridge Dr (X2)
198. Tanglewood Dr at Claudia Way (X2)
199. Tanglewood Dr at Evans Rd
200. Tanglewood Dr at Turnbury Ln (X2)
201. Tanglewood Dr at Uxbridge Way (X2)
202. Tenby Ct at Tintern Dr

- 203. Tennis Ave at Johns Lane (X2)
- 204. Tintern Dr at N. Bethlehem Pike
- 205. Township Line Rd at Cathcart Rd
- 206. Township Line Rd at Gwynedd Ave
- 207. Township Line Rd at Plymouth Rd
- 208. Towyn Ct at Wellington Dr
- 209. Trewellyn Ave at Gwynedd Ave (X2)
- 210. Tuck Ct at Kellogg Dr
- 211. Turnbury Dr at Meetinghouse Rd
- 212. Turnbury Ln at Tanglewood Dr (X2)
- 213. Turner Ct at Wellington Dr
- 214. Uxbridge Way at Tanglewood Dr
- 215. Vista Rd at Merrill Rd
- 216. W. Francis Ave at N Spring Garden St
- 217. W. Lamplighter Ln at Meetinghouse Rd
- 218. Wainwright Ct at Fairland Dr
- 219. Walnut Farm Rd at Welsh Rd
- 220. Walnut St at Pershing Rd
- 221. Walnut St at Trewellyn Ave
- 222. Warren Rd at McKean Rd
- 223. Wayne Cir at Beth Dr (X2)
- 224. Wayne Cir at Sumneytown Pike
- 225. Wharton Cir at Gladestry Ln
- 226. Whitefield Ct at Bethlehem Pike (X2)
- 227. Willow Run Rd at Gypsy Hill Rd
- 228. Winding Dr at Gwynedd View Rd
- 229. Winding Dr at Rose Ln (X2)
- 230. Windsor Cir at Wellington Dr (X2)
- 231. Wissahickon Ave Penllyn Pike
- 232. Wood Bridge Rd at Penllyn Pike
- 233. Wood Spring Rd at Township Line Rd
- 234. Wooded Pond Rd at McKean Rd
- 235. Woods Lane at Norristown Rd

## **SECTION TWO. REPEAL AND RATIFICATION.**

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

## **SECTION THREE. SEVERABILITY.**

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

**SECTION FOUR. EFFECTIVE DATE.**

This Ordinance shall take effect and be in force five (5) days after its enactment by the Board of Supervisors as provided by law.

**ORDAINED AND ENACTED** by the Board of Supervisors of Lower Gwynedd Township, Montgomery County, Pennsylvania, this 8<sup>th</sup> day of April, 2025.

***ATTEST:***

**LOWER GWYNEDD TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
**MIMI GLEASON, SECRETARY**

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

# Memo

**To:** Board of Supervisors  
**From:** Mimi Gleason, Township Manager  
Melinda Haldeman, Finance Director  
**Date:** April 3, 2025  
**Re:** Retirement plans administrators

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**Recommended Motion: To appoint K-Trade through Beirne Wealth as the plan administrator of the 401a non-uniformed retirement plan and Fidelity as the plan administrator of the DROP plan for police officers, and authorize the Township Manager to execute the plan agreements and Beirne Investment agreement.**

Mission Square currently administers the 401a non-uniformed money purchase retirement plan that the Township contributes to, one of the 457 retirement plans that all employees have the option of contributing to, and the Deferred Retirement Option Plan (DROP) for police officers. Mission Square fees for record keeping, advisor services and average fund fees combine to total 1.75%.

The other platform that the Township uses for employee contributions through the 457 plan is Beirne Investment Advisors. They have plan administrators with lower fees and are recommending two that each have a combined fee of 1%, a savings for employees' investments of 75 basis points or .75%:

- K-Trade for the 401a plan and 457 plan; and
- Fidelity for the DROP plan.

If approved, staff would move forward now on transferring the 401a plan out of Mission Square into K-Trade, and the DROP plan out of Mission Square and into Fidelity, with Beirne as the investment advisor.

For the 457 plan, we would start by encouraging employees with investments in Mission Square to move their money into K-Trade, with a goal of phasing out Mission Square by the end of the year. Employees currently also have the option of investing in funds through RPG Consultants via Beirne, which has a combined average fee of 1.14%. Since that fee is much closer to K-Trade's than Mission Square's is, we recommend allowing employees to keep their investments in that plan if they choose to.

Beirne will open employee accounts in K-Trade and Fidelity prior to moving existing money out of Mission Square. This step will allow employees to get login information, passwords etc. and meet with Beirne representatives to discuss their investment choices and allocations prior to the investments being moved, and continue their retirement contributions during the blackout period when funds are moved from Mission Square to Beirne.

There is no cost to the Township for the administration of any of these plans. Those costs are paid by the employees through other fees. There also will not be a change to employees' retirement benefits. The purpose of this change is to improve net performance for employees' retirement investments.



**Investment MANAGEMENT 3(38) AGREEMENT**

**Beirne Wealth Consulting Services, LLC  
3 Enterprise Drive, Suite 410  
Shelton, CT 06484**



# BEIRNE WEALTH CONSULTING SERVICES, LLC

## INVESTMENT MANAGEMENT AGREEMENT FOR PARTICIPANT-DIRECTED PLAN

Plan Sponsor:

1130 N. Bethlehem Pike  
Spring House, PA 19477

[Email address]

Plan: Lower Gwynedd Township 401a Plan

Lower Gwynedd Township 401a Plan

Investment Adviser:

Beirne Wealth Consulting Services, LLC  
3 Enterprise Drive Suite 410  
Shelton, CT 06484

Effective Date:

\_\_\_\_\_, 20\_\_\_\_

The Plan Sponsor, as the responsible plan fiduciary for the Plan (that is, the fiduciary with authority to cause the Plan to enter into this Agreement), engages the Investment Adviser ("Adviser") to provide the services described in this Agreement.

1. **Fiduciary Authority.** The Plan is a participant-directed plan and the Plan Sponsor has the authority to designate investment alternatives under the Plan and the related trust and to enter into an Agreement with third parties to assist in these and related duties. In this capacity, the Plan Sponsor (or, to the extent the Plan Sponsor has delegated its investment authority to an investment committee, the committee) is referred to as "Client."
2. **Services.** Adviser agrees to provide the following services (collectively, "Services") to Client, the Plan and Plan participants:
  - (a) *Fiduciary Services:* Adviser will perform the Fiduciary Services described in Appendix A.
  - (b) *Non-Fiduciary Services:* Adviser will perform the Non-Fiduciary Services described in Appendix B.
  - (c) Client acknowledges that Adviser has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); life insurance, self-directed stock brokerage accounts or mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities or property (other than collective trusts and similar vehicles); or other hard-to-value or illiquid securities or property (collectively, "Excluded Assets"). If Client acquires any investment in the Plan that was not recommended by Adviser, Adviser has no responsibility to provide any services related to that investment (or that otherwise takes into account that investment) and the investment will be considered an Excluded Asset. The Excluded Assets shall be disregarded in determining the Fees payable to Adviser under this Agreement, and the Fees shall be

calculated only on the remaining assets (the "Included Assets"). All references in this Agreement to the Plan assets shall be construed as a reference to the Included Assets.

- (d) In performing the Fiduciary Services, Adviser is acting as (i) a fiduciary of the Plan under the Employee Retirement Income Security Act ("ERISA") for the purposes of providing the services described in Appendix A, (ii) an investment manager under Section 3(38) of ERISA for the purposes of providing the services described in Appendix A and (iii) a registered investment adviser under the Investment Advisers Act of 1940 (the "Advisers Act").
- (e) In performing the Non-Fiduciary Services, Adviser is not acting as a fiduciary of the Plan as defined in ERISA.

### 3. **Fees.**

- (a) The compensation of Adviser for its Services is described in Appendix C.
- (b) The Plan is obligated to pay the fees described in Appendix C. However, the Plan Sponsor, at its option, may choose to pay the fees.
- (c) Neither Adviser nor any affiliate reasonably expects to receive any other compensation, direct or indirect, for its Services under this Agreement. If Adviser receives any other compensation for such services, Adviser will (i) offset that compensation against its stated fees, and (ii) will disclose to Client the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of Adviser's arrangement with the payer.

### 4. **Client Acknowledgements and Representations.** Client acknowledges and represents that:

- (a) In performing both Non-Fiduciary Services and Fiduciary Services, Adviser does not act as, nor has Adviser agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and Adviser has no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management (other than the investment management services described in Appendix A), administration or any other aspect of the Plan.
- (b) Adviser does not provide legal or tax advice.
- (c) Investments are subject to various market, political, currency, economic, business and other risks, and may not always be profitable; and further that Adviser does not and cannot guarantee financial or investment results.
- (d) Adviser (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even where retirement plans are similar. Nothing in this Agreement shall limit or restrict Adviser or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and Client acknowledges that Adviser, Adviser's directors, officers, affiliates and employees, and other clients of Adviser, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held, or disposed of for the Plan.
- (e) Adviser may, by reason of performing services for other clients, acquire confidential information. Client acknowledges and agrees that Adviser is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement. In addition, Client acknowledges that all information and advice furnished by Adviser to Client in connection with this Agreement will be treated as confidential and will not be disclosed to third parties unless such disclosure is required by law or Client authorizes that such information and advice be disclosed.

- (f) Adviser is entitled to rely upon all information provided to Adviser, whether financial or otherwise, from reputable third parties or by Client, Client's representatives or third-party service providers to Client, the Plan, or Adviser without independent verification. Client agrees to promptly notify Adviser in writing of any material change in the financial and other information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser. Client agrees to indemnify Adviser for any losses, claims or damages, including legal fees, which may be incurred by Adviser as a result of its reliance upon inaccurate information provided by Client.
- (g) Adviser will not be responsible for voting (or recommending how to vote) proxies of the mutual fund shares held by the Plan (or its trust) and Adviser is expressly precluded from voting proxies on behalf of the Plan. Responsibility for voting proxies of investments held by the Plan or its trust remain with Client (or, if applicable, the Plan participants).
- (h) Client is the "responsible plan fiduciary" for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA. Adviser is entitled to rely upon this statement until notified in writing to the contrary.
- (i) The execution of this Agreement and the performance thereof is within the scope of authority authorized by the governing instrument of the Plan and applicable laws. The signatory on behalf of Client represents that (i) the execution of the Agreement is authorized, (ii) the signatory has authority to execute the Agreement on behalf of the Plan, and (iii) it will provide supporting documentation as may be reasonably required by Adviser.
- (j) Upon request, Client shall deliver to Adviser copies of the Plan documents, including any and all amendments thereto, and shall provide Adviser with copies of any subsequent amendments or restatements of those documents.
- (k) The Plan and related trust permit the payment of fees out of Plan assets. Client has determined that the Fees charged by Adviser are reasonable and, if paid out of Plan assets are a proper obligation of the Plan.
- (l) Adviser does not have custody of the Plan assets and therefore, Adviser has no liability to Client for any loss or other harm to any Plan assets, including any harm to Plan assets resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian regardless of whether the full amount of such loss is covered by SIPC or any other insurance which may be carried by the custodian.

**5. Standard of Care.**

- (a) Adviser will perform the Fiduciary Services described in Appendix A in accordance with the prudent man rule set forth in ERISA Section 404(a)(1)(B).
- (b) Adviser will perform the Non-Fiduciary Services described in Appendix B and shall not be liable for any liabilities and claims arising thereunder unless directly caused by Adviser's intentional misconduct or gross negligence.

**6. Receipt of Disclosure.** Client acknowledges receipt of (i) this Agreement, which contains the disclosures required by ERISA Regulation Section 2550.408b-2(c), including the disclosure as to Adviser's status as a fiduciary and a registered investment adviser under the Advisers Act and (ii) Adviser's Form ADV Part 2 reasonably in advance of entering into this Agreement.

**7. Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of sections 5 and subsection 8(i)) shall survive any

expiration or termination of this Agreement. Upon the effective date of termination, Adviser will have no further obligation under this Agreement to act or advise Client with respect to Services under this Agreement.

## 8. **Miscellaneous.**

### (a) *ERISA §408(b)(2) Disclosure.*

- (i) Adviser will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement as to services, status and compensation required to be disclosed by Adviser under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D) and (G) as soon as practicable, but no later than sixty (60) days from the date on which Adviser is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Adviser's control, in which case the information will be disclosed as soon as practicable).
- (ii) In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi), upon the written request of the responsible plan fiduciary or plan administrator, Adviser will disclose all information related to the compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder. Such disclosure shall be made reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator states that it must comply with the reporting and disclosure requirement (unless such disclosure is precluded due to extraordinary circumstances beyond Adviser's control, in which case the information will be disclosed as soon as practicable); provided that the responsible fiduciary or plan administrator provides the written request to Adviser reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator must comply with the reporting and disclosure requirement and any failure to do so shall be deemed to be an extraordinary circumstance beyond Adviser's control.
- (iii) If Adviser makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv), a change to the information as described in part (i) above, or the information described in part (ii) above, Adviser will disclose to Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Adviser learns of such error or omission.

- (b) *Notices.* Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, or such other address as any party shall have designated by notice in writing to the other party, or (iv) as otherwise mutually agreed by the parties.

In addition, Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents and disclosures required under ERISA Section 408(b)(2) at the email address on the first page of this Agreement or such other email address as Client may designate in writing to Adviser. Client may revoke this consent at any time by providing notice to Adviser pursuant to this section (b).

- (c) *Assignability.* Neither party may assign this Agreement without the consent of the other party. Notwithstanding the foregoing, we may assign this Agreement, if we notify you that we intend to assign the Agreement or may be taking actions that could otherwise be



deemed to be an assignment of this Agreement for purposes of applicable law or regulations; and your consent will be deemed to have been granted via “negative” consent, if you do not respond in writing within thirty (30) days following our delivery of such notice requesting the termination of this Agreement. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

- (d) *Effect.* This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- (e) *Entire Understanding and Modification.* This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (f) *Severability.* If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
- (g) *Headings.* All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
- (h) *Applicable Law.* The laws of the State of Connecticut shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless preempted by ERISA or other federal law.
- (i) *Arbitration Agreement.*
  - (i) To the extent permitted by law, any controversy or dispute which may arise between Client and Adviser concerning any transaction or the construction, performance, or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The parties agree that any arbitration proceeding pursuant to this provision shall be held in Hartford County, Connecticut, under the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. The parties acknowledge and understand the following regarding arbitration:
    - (A) Arbitration is final and binding on all parties.
    - (B) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
    - (C) Pre-arbitration discovery is generally more limited than and different from court proceedings.
    - (D) The arbitrators’ award is not required to include factual findings or legal reasoning and any party’s right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
  - (ii) The agreement to arbitrate does not entitle any party to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought

to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

- (iii) Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under applicable federal or state securities laws.

- (j) *Amendment Process.* This Agreement may be modified, including without limitation the services to be provided by Adviser or the fees charged by Adviser, by the written consent of both parties. Alternatively, this Agreement may be modified in the manner set forth below and consistent with the procedure described in Department of Labor Advisory Opinion 97-16A.

Adviser may propose to increase or otherwise change the fees charged, to change the services provided or otherwise modify this Agreement by giving Client reasonable advance notice of the proposed change. The notice shall be given in the manner described in this Agreement. The notice will (1) explain the proposed modification of the fees, services or other provision; (2) fully disclose any resulting changes in the fees to be charged as a result of any proposed change in the services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become effective Client will be deemed to have consented to the proposed change(s).

If Client objects to any change to this Agreement proposed by Adviser, Adviser shall not be authorized to make the proposed change. In that event Client shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond sixty (60) days as may be agreed by Adviser) to locate a service provider in place and instead of Adviser. If at the end of such additional sixty (60) day period (or such additional time period as agreed by Adviser), the parties have not reached Agreement on the proposed changes, this Agreement shall automatically terminate.

- (k) *Waiver of Limitation.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state securities laws.
- (l) *Delivery of Services.* Services shall be delivered on behalf of Adviser by an Investment Adviser Representative ("IAR"), who is licensed under the Investment Advisers Act of 1940 and applicable state securities law. Adviser reserves the right to remove or replace the IAR.

[Remainder of page left intentionally blank.]

This Agreement constitutes both an agreement between the parties and a disclosure statement under ERISA Regulation Section 2550.408b-2(c). The parties have caused this Agreement to be executed by their duly authorized officers. This Agreement shall not be binding on Adviser until accepted by it, in writing, as indicated by its signature below.

Plan Sponsor: \*

\_\_\_\_\_

Adviser:

BEIRNE WEALTH CONSULTING SERVICES, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*\*The Plan Sponsor is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan investments and engaging its service providers.*

## **APPENDIX A FIDUCIARY SERVICES**

Client hereby appoints Adviser as its investment manager as defined in Section 3(38) of ERISA for the purpose of carrying out the specific fiduciary services described below. Adviser hereby accepts such appointment and Client agrees that Adviser's investment decisions shall be made in Adviser's sole discretion without Client's prior approval. Adviser will select investments that will **not pay, directly or indirectly, amounts to or on behalf of the Plan to cover all or most of the expenses** of the Plan (e.g., revenue sharing payments), unless such investments are prudent and appropriate for the Plan, taking into consideration possible additional costs.

If Client would like to make an exception and utilize revenue sharing funds, where it is the intention of the Client not to bear any of the costs of operating the Plan, please indicate so by authorizing and checking the box below. This option means the Advisor would be directed to select investment alternatives that will pay, directly or indirectly, amounts to or on behalf of the Plan to cover all or most of the expenses of the Plan, unless it is clearly imprudent to do so.

*Client is authorizing and instructing Advisor to Select Revenue Sharing Funds, if the box below is checked.*

☐ **Client Direction to Select Revenue Sharing Funds**

The Adviser will perform the following Fiduciary Services:

**A. Plan-Level Discretionary Investment Management Services under Section 3(38) of ERISA**

- (i) Adviser will develop an investment policy statement (IPS) for Client. The IPS establishes the investment policies and objectives for the Plan.
- (ii) Adviser will select a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder.
- (iii) Adviser will provide ongoing and continuous discretionary investment management with respect to the asset classes and investment alternatives available under the Plan in accordance with the IPS. Under this authority, Adviser may remove and replace the investment alternatives available under the Plan in its discretion.
- (iv) Client acknowledges that Client is responsible for determining whether the Plan should have a qualified default investment alternative ("QDIA") for participants who fail to make an investment election. Should Client determine that the Plan will have a QDIA, Adviser will decide upon the type of investment that will serve as a QDIA (e.g., target date fund, balanced fund or managed account) and will select the investment to serve as the QDIA. Client retains the sole responsibility to provide all notices to participants required under ERISA Section 404(c)(5).
- (v) Adviser will provide Client with periodic reporting of investment performance and results.

**B. Participant-Level Discretionary Investment Management Services**

Client designates Adviser as a designated investment manager under Section 3(38) of ERISA to provide discretionary investment management services to Plan participants. Adviser will provide these services to Plan participants who elect to engage Adviser by signing the Participant Managed Account Disclosure Acknowledgement.



## **APPENDIX B**

### **NON-FIDUCIARY SERVICES**

Adviser will perform the Non-Fiduciary services described below. Adviser may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Adviser and Client.

#### **A. Plan-Level Non-Fiduciary Services**

- (i) *Fiduciary Measures:* Adviser will maintain documentation of all formally scheduled meetings and related minutes. Adviser will educate Client as to its fiduciary responsibilities.
- (ii) *Service Provider Analysis and Transition:* Adviser will assist Client in monitoring and selecting service providers, including evaluation of their services, reasonableness of fees, performance, and 408(b)(2) disclosures. Adviser will conduct due diligence on alternate providers, coordinate the transition process if a service vendor is replaced, and provide support in the management of a plan conversion.
- (iii) *Plan Benchmarking:* Adviser will prepare comparative benchmarks for the Plan and its investment options, including relative measures for the fees, performance and plan design. Adviser will prepare reports on a periodic basis to illustrate these comparisons, based upon information provided by Client, service providers or other third parties at the direction of Client.

#### **B. Participant-Level Non-Fiduciary Services**

- (i) *Group Enrollment.* Adviser will assist in the group enrollment meetings designed to increase retirement plan participation among employees, investment and financial understanding by the employees and promote retirement readiness.
- (ii) *Participant Education.* Adviser will assist in the education of Plan participants about general investment principles and the investment alternatives available under the Plan. Client understands that Adviser's assistance in participant investment education shall be consistent with prevailing Department of Labor guidance on investment education. As such, Adviser is not providing fiduciary advice (as defined in ERISA) to the participants.

## APPENDIX C FEE SCHEDULE

(i) **Billing Frequency.** Fees are billed each calendar quarter. Such billing period is the "Fee Period."

(ii) **Calculation of Fees.** The fee for Fiduciary Services shall be calculated as selected below:

X 50 basis points or (\_\_\_%) per year

☐ Flat fee of \$\_\_\_\_\_ per year

☐ Flat fee of \$\_\_\_\_\_ per year that will be automatically increased \_\_\_\_% on each anniversary of the Effective Date of this Agreement.

☐ Flat fee of \$\_\_\_\_\_ per year, plus annual fee of \_\_\_\_basis points or (\_\_\_\_%) per year.

If this Agreement is terminated prior to the end of a Fee Period, Adviser shall be entitled to a fee, prorated for the number of days in the Fee Period prior to the effective date of termination. Any unearned fee shall be returned by Adviser.

(iii) **Fee Payment in Advance.** The annual fee shall be calculated as indicated below

The annual fees are based on the market value of the Included Assets. The market value of Included Assets means the value of Included Assets as reported by the Plan custodian or recordkeeper. The initial fee will be the amount, prorated for the number of days remaining in the initial Fee Period from the Effective Date of this Agreement to the last day of the initial Fee Period, based upon the market value of the Plan assets on the first business day of the initial Fee Period. Thereafter, the fee will be based upon the market value of the included assets on the last business day of the previous Fee Period (without adjustment for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distributions of assets). If this Agreement is terminated prior to the end of a Fee Period, Adviser shall be entitled to a fee, prorated for the number of days in the Fee Period prior to the effective date of termination. Any unearned fee shall be returned by Adviser.

*If the Client would like to authorize or instruct the Advisor to make an exception and calculate the Fee Payment in arrears, rather than the standard payment in advance, please authorize by checking the box below.*

☐ **Fee Payment in Arrears.** Annual fees are based on the market value of Included Assets. Market value of Included Assets means the value of Included Assets as reported by the Plan custodian or recordkeeper. The initial fee will be the amount, prorated for the number of days remaining in the initial Fee Period from the Effective Date of this Agreement to the last day of the initial Fee Period, based upon the market value of the Included Assets on the last business day of the initial Fee Period. Thereafter, the Fee will be based upon the market value of the Included Assets on the last business day of the Fee Period (without adjustment for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distributions of assets). If this Agreement is terminated prior to the end of a Fee Period, Adviser shall be entitled to a fee, prorated for the number of days in the Fee Period prior to the effective date of termination, based on the market value of the Included Assets on the effective date of termination.

(iv) **Billing Procedure.** Client has authorized and instructed the Plan custodian to ***automatically deduct Adviser's fees from the Plan each quarter***, unless otherwise indicated by checking the box below.

☐ **Invoice.** Adviser shall provide a billing invoice to Client and the fee shall be due and paid to Adviser within 15 days of the billing invoice date.

(v) **Additional Fees.** To the extent Client requests Adviser to work on a project or provide services outside the scope of the services listed on Appendices A and B, Adviser will provide Client, advance notice, in writing or via email, of Adviser's hourly rate or estimated fees for performing such services.

**Prepared By:** Neil Andrew Stein, Esquire  
Kaplin, Stewart, Meloff, Reiter & Stein, PC  
Union Meeting Corporate Center  
910 Harvest Drive, Suite #200  
Blue Bell, PA 19422

**Return To:** same as above

**Parcel:** #39-00-03200-00-1

**DEED OF DEDICATION  
OLD BETHLEHEM PIKE**

**THIS INDENTURE** is made this \_\_\_\_ day of \_\_\_\_\_, 2025,

**FROM:**

**LOWER GWYNEDD TOWNSHIP**, 1130 N. Bethlehem Pike, Spring House, Pennsylvania 19477 (**"Grantor"**),  
of the one part,

**TO:**

**LOWER GWYNEDD TOWNSHIP**, 1130 N. Bethlehem Pike, Spring House, Pennsylvania 19477 ( **"Grantee"**),  
of the other part;

**WITNESSETH:**

**THAT** the Grantor is the owner of a certain tract of land located at Tax Parcel #39-00-03200-00-1 (**"Property"**) which is adjacent to the right-of-way of Old Bethlehem Pike (60' wide), as depicted on a certain plan entitled "Right-of-Way for Dedication on Parcel ID #39-00-03200-00-1", consisting of one (1) sheet, dated March 5, 2025, as prepared by Gilmore & Associates, Inc., and intended to be recorded in the Recorder of Deeds office in Montgomery County, Pennsylvania (the **"Plan"**). The Plan is attached hereto as **Exhibit "1"** and made a part hereof.

**THAT** the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road or highway, sidewalk, trail, utilities and other public improvements, unto the said Grantee, its successors and assigns.

**ALL** that certain tract or parcel of ground situate in Lower Gwynedd Township, Montgomery County, Pennsylvania, more particularly depicted in the Plan and as follows:



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

**Metes and Bounds Description  
Right-of-Way Dedication on Parcel ID 39-00-03200-00-1  
Lands N/F Lower Gwynedd Township  
Lower Gwynedd Township, Montgomery County, Pennsylvania**

Beginning at a point on the southerly legal right-of-way line of Old Bethlehem Pike (60 feet wide), said point being North 40° 59' 26" East a distance of 206.27 feet along said southerly legal right-of-way line from the intersection with the dividing line between Parcel ID 39-00-03200-00-1, lands N/F Lower Gwynedd Township and Parcel ID 39-00-03200-10-9, lands N/F Lower Gwynedd Township, and from said Point of Beginning the following courses, thence;

1. Along the southerly legal right-of-way line of Old Bethlehem Pike (60 feet wide), North 40° 59' 26" East, for a distance of 110.00 feet to a point, thence;

The following three (3) courses and distances through Parcel ID 39-00-03200-00-1, lands N/F Lower Gwynedd Township:

2. South 49° 00' 34" East, for a distance of 10.00 feet to a point, thence;
3. South 40° 59' 26" West, for a distance of 110.00 feet to a point, thence;
4. North 49° 00' 34" West, for a distance of 10.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 1,100 square feet or 0.025 acres, more or less.

Attached hereto as Exhibit 'A' is a plan entitled "Exhibit Plan, Right-of-Way For Dedication on Parcel ID 39-00-03200-00-1, Lower Gwynedd Township, Montgomery County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated March 5, 2025, and by this reference made a part hereof.

Dated: March 6, 2025  
File No.: 17-11047  
Prepared by: Russell T. Cross, Professional Land Surveyor  
Pennsylvania License No.: SU075552  
RTC/dm

**TO** have and to hold the tract or parcel of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road, highway, sidewalk, trail, utilities or other public improvements, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said public street, road, highway, sidewalk, trail, utilities or other public improvements had been approved by a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

**AND** the Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for a public street, road, highway, trail, sidewalk, utilities, and other public improvements to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Second Class Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the Grantor has caused this Deed to be signed on the day and year first above written.

**ATTEST:**

**GRANTOR:**  
**LOWER GWYNEDD TOWNSHIP**

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

By: \_\_\_\_\_  
**DANIELLE A. DUCKETT, CHAIRPERSON**  
**BOARD OF SUPERVISORS**

**ACKNOWLEDGEMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS**  
**COUNTY OF MONTGOMERY** :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, a Notary Public, personally appeared **DANIELLE A. DUCKETT**, known to me (or satisfactorily proven) to be the Chairperson of the Board of Supervisors of Lower Gwynedd Township, whose name is subscribed to the within instrument, and acknowledged that she executed the same on behalf of the Township for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:







## MEMORANDUM

**ATTN:** Board of Supervisors

**DATE:** April 4, 2025

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

**SUBJ:** Accepting Dedication of Trail Easement

**1323 Mackell Subdivision (1323/1327 Gypsy Hill Road) #18-05SUBD**

***Recommended Action: It is recommended that the BOS accept the Deed of Dedication for a trail easement located at 1327 Gypsy Hill Road.***

As part of the 2018 Mackell Minor Subdivision located on Gypsy Hill Road, a paved pedestrian trail was to be installed, and an easement granted to the Township for access for a trail segment that is located outside of the right-of-way. A small portion of the trail leaves the right-of-way and crosses the front corner of Lot #2 in order to connect with the adjacent trail. The project and trail are complete, and the property owners have signed a deed of dedication for the required trail easement. The deed of dedication accepting the easement is attached to this memo along with a site plan depicting the trail easement and a legal description for your reference.

**Prepared by:** Neil Andrew Stein, Esquire  
**& Return to:** Kaplin, Stewart, Meloff, Reiter & Stein, PC  
Union Meeting Corporate Center  
910 Harvest Drive, Suite #200  
Blue Bell, PA 19422  
[nstein@kaplaw.com](mailto:nstein@kaplaw.com)

**Property:** 1327 Gypsy Hill Road  
Parcel #39-00-01685-10-3  
Lower Gwynedd Township

### **DEED OF DEDICATION FOR TRAIL EASEMENT**

THIS DEED OF DEDICATION is made this 3 day of April, 2025, between **JEFFREY R. PIETRAK AND ZEOLI NICOLE PIETRAK** (collectively, "**Grantor**"), with an address of 1327 Gypsy Hill Road, Ambler, Pennsylvania 19002, and the **TOWNSHIP OF LOWER GWYNEDD**, a Township of the First Class with an address of 1130 N. Bethlehem Pike, Spring House, Pennsylvania 19477 ("**Grantee**").

### **BACKGROUND**

A. Grantor is the owner of property located at 1327 Gypsy Hill Road, Parcel #39-00-01685-10-3, Lower Gwynedd Township, Montgomery County, Pennsylvania ("**Grantor's Property**").

B. Grantor has constructed a new home and related improvements on Grantor's Property (collectively, the "**Proposed Development**").

C. As a part of the Proposed Development, the Grantee has voluntarily agreed to provide a public trail easement of fifteen feet (15') in width, within Lot #2 as depicted on a certain "Preliminary/Final Subdivision Plan" prepared by Hibbeln Engineering Company, L.L.C., consisting of nine (9) sheets dated May 4, 2018, last revised May 9, 2019 and recorded in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania in Deed Book 0055, Page 00086 (the "**Plan**"), along the frontage of Gypsy Hill Road, to be dedicated to the Grantee without cost or expense (the "**Trail Easement**"). The Trail Easement is described in the legal description attached hereto as **Exhibit "A"** and as depicted in the Plan attached hereto as **Exhibit "B"**.

### **GRANT OF NONEXCLUSIVE TRAIL EASEMENT**

**NOW THEREFORE**, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, Grantor and Grantee agree as follows:

1. **Trail Easement.** In accordance with and subject to the provisions of this Deed of Dedication, Grantor hereby grants and conveys to Grantee, and Grantee accepts from Grantor, a non-exclusive, irrevocable, perpetual access, ingress, egress, and regress easement in, over, across and upon (i) the areas described and depicted in **Exhibit "A"** and **Exhibit "B"** ("**Trail Easement Area**") for the construction and operation of trails for use by the public, including connection to other public trails and safety warning devices, if such devices are necessary (the "**Trail Facilities**").

2. **Construction and General Access.** Grantor reserves the right to use and access the Trail Easement Area to use and access other portions of Grantor's Property, subject to the limitations contained in and the rights granted herein.

3. **Continued Maintenance/Repair.** Grantee shall maintain the Trail Facilities in good order and repair. Grantee shall maintain any improvements it installs within the Trail Easement Area in good order and repair.

4. **Recording/Public Use of Trail Facilities.** This Deed of Dedication shall be recorded by Grantee in the Montgomery County Recorder of Deeds Office, along with the recording of the final land development plans for the Proposed Development. Public use of the Trail Facilities may commence when the Trail Facilities are constructed.

5. **Recreational Use of Land & Water Statutory Provisions.** Subject in all respects to the terms and conditions contained herein and without limitation thereof, Grantor and Grantee agree that use of the Trail Facilities and this Deed of Dedication shall be subject to and construed under the act entitled "An act encouraging landowners to make land and water areas available to the public for recreational purposes by limiting liability in connection with and repealing certain acts." 68 P.S. §477-2. et seq.

6. **Governmental Immunity.** No provision of this Deed of Dedication is intended to constitute a waiver by Grantee of the right to assert a claim or defense including governmental or like immunity.

7. **Indemnification.** Grantee agrees to indemnify, protect and hold harmless Grantor from all costs, expenses, losses, damages, claims, demands and/or causes of action (including, but not limited to, reasonable attorneys' fees) resulting from any loss of life or property or any injury or damage to any person or property of any person in any manner arising out of, resulting from, or in connection with the use of the Trail Easement Area by the general public, the Grantee, or its representatives, employees, agents, vendors, licensees, invitees, guests, contractors and/or assigns. Nothing in this Agreement shall be construed to limit the ability of Grantee to avail itself of the protections offered by any applicable law affording immunity to Grantee. Grantor and Grantee do not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail by entering into this Agreement; for any unsafe conditions within the public Trail Easement Area including, without limitation, the existence of any snow or ice, and Grantor and Grantee do not assume any duty, obligation, responsibility or liability for the removal thereof; or for the failure to inspect for or warn against possibly unsafe conditions; or to close either the Trail to public access when unsafe conditions may be present.

9. **No Third-Party Rights.** No third-party beneficiary rights are created or implied by this Agreement. Any rights granted to Grantee may only be enforced by Grantee.

10. **Background/Exhibits.** The Background, all exhibits and plans referenced herein shall form a part of this Deed of Dedication.

11. **Third Parties.** No provision of this Deed of Dedication is intended to create a claim or interest in any person or entity not a party hereto.

12. **Applicable Laws.** This Deed of Dedication shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

13. **Entire Agreement.** This Deed of Dedication contains the entire agreement between the parties regarding the transaction described herein. The Deed of Dedication shall not be modified without the prior written consent of Grantor and Grantee.

14. **Binding Effect.** This Deed of Dedication shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

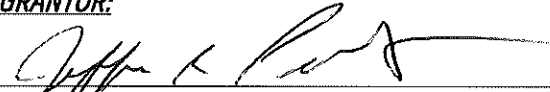
15. **Drafting.** This Deed of Dedication was created through negotiation and review on behalf of Grantor and Grantee. Therefore, the provisions of this Declaration shall not be construed against the drafter.

16. **Headings.** The headings in this Deed of Dedication are solely for the convenience of the reader and shall have no bearing on the interpretation of this Deed of Dedication.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Deed of Dedication, under seal, as of the dates set forth below.

**GRANTOR:**

  
\_\_\_\_\_  
JEFFREY R. PIETRAK

  
\_\_\_\_\_  
ZEOLI NICOLE PIETRAK

**GRANTEE:**

**LOWER GWYNEDD TOWNSHIP**

By: Its Board of Supervisors

***ATTEST:***

\_\_\_\_\_  
MIMI GLEASON, TOWNSHIP SECRETARY

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



Execution Copy

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

ON THIS, the 3 day of April, 2025, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared **JEFFREY R. PIETRAK AND ZEOLI NICOLE PIETRAK**, who acknowledged themselves to be the individuals named in the foregoing instrument, and that they executed the foregoing instrument for the purposes therein contained.

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

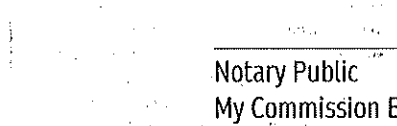
Commonwealth of Pennsylvania - Notary Seal  
MICHELLE LOUISE FARZETTA - Notary Public  
Montgomery County  
My Commission Expires May 2, 2026  
Commission Number 1419752

*Michelle Louise Farzetta*  
Notary Public  
My Commission Expires: May 2, 2026

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

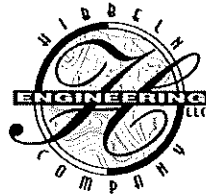
**ON THIS**, the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared **DANIELLE A. DUCKETT**, who acknowledged himself/herself to be the Chairperson of the Lower Gwynedd Township Board of Supervisors and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

A circular notary seal for a Notary Public in the Commonwealth of Pennsylvania, County of Montgomery. The seal contains the text "NOTARY PUBLIC", "COMMONWEALTH OF PENNSYLVANIA", and "COUNTY OF MONTGOMERY".

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT "A"**  
**TRAIL EASEMENT LEGAL DESCRIPTION**



15150

May 9, 2019

**LEGAL DESCRIPTION**  
**TRAIL EASEMENT**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Gwynedd Township, Montgomery County, Pennsylvania, being shown as a Trail Easement on a Preliminary/Final Subdivision and Land Development Plan, Sheet 1 of 9, prepared for Dr. Thomas E. Mackell, M.D., prepared by Hibbeln Engineering Company, L.L.C., dated May 4, 2018, as last revised May 9, 2019, and being more fully described as follows:

BEGINNING at a point an iron pin found and held on the legal right-of-way of Gypsy Hill Road (S.R. 2005, 25 foot half-width, 41.5 feet wide); thence, from said beginning point along line dividing lands of Robert W. and Anne L. Reitenbaugh n/f North 34°55'47" East for a distance of 22.00 feet to an iron pin to be set, thence, on and through Lot 2 South 10°31'53.47" East for a distance of 30.86 feet to an iron pin to be set, a point on the legal right-of-way of Gypsy Hill Road, aforesaid; thence, along said Gypsy Hill Road right-of-way North 55°59'33" West for a distance of 22.00 feet to an iron pin found and held, said point being the point and place of beginning.

CONTAINING, 242 SF be the same, more or less.

Execution Copy

**EXHIBIT "B"**  
**TRAIL EASEMENT SUBDIVISION PLAN**  
**ATTACHED**

**RECORDING ACKNOWLEDGEMENTS**

DATE OF RECORDING: 03/16/2021  
RECORDING OFFICE: MONMOUTH COUNTY, NJ  
RECORDING FEE: \$15.00  
RECORDING TYPE: DEED OF DEDICATION

**LEGEND**

EXISTING BUILDING  
EXISTING DRIVEWAY  
EXISTING SIDEWALK  
EXISTING CURB  
EXISTING FENCE  
EXISTING LOT  
EXISTING ROAD  
EXISTING TRAIL  
EXISTING UTILITY  
EXISTING EASEMENT  
EXISTING RIGHT-OF-WAY  
EXISTING ZONING  
EXISTING DISTRICT

**GENERAL NOTES**

1. THE TRAIL EASEMENT IS SHOWN IN RED ON THE ATTACHED MAP. THE TRAIL EASEMENT IS 10 FEET WIDE AND RUNS ALONG THE WEST LINE OF LOT 1. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

2. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

3. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

4. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

5. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

6. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

7. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

8. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

9. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

10. THE TRAIL EASEMENT IS SUBJECT TO THE EASEMENT GRANTED BY THE DEED OF DEDICATION DATED 03/16/2021.

**OWNER'S ACKNOWLEDGEMENT**

I, DR. THOMAS E. MACKELL, MD., the owner of the property described in the foregoing deed of dedication, do hereby acknowledge that I have read and understand the contents of the deed of dedication and that I have executed the same voluntarily and without any duress, fraud, or coercion.

**ENGINEER'S CERTIFICATION**

I, JOHN J. MACKELL, P.E., the engineer of record for the foregoing deed of dedication, do hereby certify that I am a duly licensed professional engineer in the State of New Jersey and that I have prepared the foregoing deed of dedication in accordance with the requirements of the New Jersey Engineering Law.

**SHORELINE CERTIFICATION**

I, JOHN J. MACKELL, P.E., the engineer of record for the foregoing deed of dedication, do hereby certify that I am a duly licensed professional engineer in the State of New Jersey and that I have prepared the foregoing deed of dedication in accordance with the requirements of the New Jersey Engineering Law.

**WARRANTY REQUESTS**

1. The warrant requests are shown in red on the attached map. The warrant requests are 10 feet wide and run along the west line of Lot 1. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

2. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

3. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

4. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

5. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

6. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

7. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

8. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

9. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

10. The warrant requests are subject to the easement granted by the deed of dedication dated 03/16/2021.

**PLAN SHEET INDEX**

1. 1323 GYPSY HILL ROAD  
2. 1323 GYPSY HILL ROAD  
3. 1323 GYPSY HILL ROAD  
4. 1323 GYPSY HILL ROAD  
5. 1323 GYPSY HILL ROAD  
6. 1323 GYPSY HILL ROAD  
7. 1323 GYPSY HILL ROAD  
8. 1323 GYPSY HILL ROAD  
9. 1323 GYPSY HILL ROAD  
10. 1323 GYPSY HILL ROAD

**1323 GYPSY HILL ROAD**

DR. THOMAS E. MACKELL, MD.

LOWER GYNNEO TOWNSHIP  
MONMOUTH COUNTY, NJ

**DEED OF DEDICATION - TRAIL EASEMENT - 1327 GYPSY HILL**



# Memo

**To:** Board of Supervisors  
**From:** Mimi Gleason, Township Manager  
**Date:** April 4, 2025  
**Re:** Cooperation Agreement for Jefferson's RACP Grant



---

**Recommended Motion: To approve the cooperation agreement with Thomas Jefferson University and the Montgomery County Redevelopment Authority**

Thomas Jefferson University received a \$2 million grant through the PA Redevelopment Assistance Capital Program (RACP) for Jefferson Institute for the Bioprocessing Expansion project at the Spring House Innovation Park. The Montgomery County Redevelopment Authority (RDA) is administering the grant funds.

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



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

THIS COOPERATION AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
among LOWER GWYNEDD TOWNSHIP (hereinafter the "Township"), the  
REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY (hereinafter the  
"Authority"), THOMAS JEFFERSON UNIVERSITY (hereinafter referred to as the "Developer").

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

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

WHEREAS, the Township is the host municipality for a construction project at the Spring House Innovation Park in Lower Gwynedd Township known as the Jefferson Institute for Bioprocessing Expansion project (the "Project"); and

WHEREAS, the Developer has a registered business address at 1015 Walnut Street, Philadelphia, Pennsylvania 19107 and a principal place of business address of 1101 Market Street, Suite 2003, Philadelphia, Pennsylvania, 19107, and the Project site is located at 727 Norristown Road, Building 6, Lower Gwynedd, Pennsylvania 19002; and

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

WHEREAS, the Authority has entered into Contract No. ME 300-2441 with the Commonwealth's Office of the Budget (the "OB Agreement") attached hereto and incorporated hereby as Exhibit "A" setting forth the terms, requirements, obligations and conditions in connection with the use of the Grant Funds awarded to the Authority by the Commonwealth under the Program; and

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

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

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

1. The Township hereby authorizes the Project in accordance with the terms and conditions of this Agreement, the OB Agreement and the Sub-grant Agreement. The Authority shall administer the Grant Funds in accordance with the terms and conditions of its contractual obligations and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.
2. In accordance with the requirements of the Program, if funds are advanced to Developer and used in the Project for expenses that are determined by the Commonwealth to have been ineligible for reimbursement, and if the Authority is required to reimburse the Commonwealth for such amounts, the Township agrees to reimburse the Commonwealth for such amounts.
3. This Agreement shall commence upon full execution by the parties hereto and shall terminate upon the earlier to occur of: (a) disbursement of all Grant Funds and the issuance by the Commonwealth of the close out certificate; or (b) full repayment to the Commonwealth of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth (the "Termination Date").
4. Upon the Termination Date, the parties hereto shall have no further liabilities, obligations or responsibilities to each other under this Agreement.
5. There shall be no amendments to this Agreement without the written consent of the parties.
6. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators and assigns and shall not be assigned to another party without written consent of each party hereto.
7. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON FOLLOWING PAGE]

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

LOWER GWYNEDD TOWNSHIP

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

REDEVELOPMENT AUTHORITY OF  
THE COUNTY OF MONTGOMERY

By: \_\_\_\_\_

Name: Jonathan Spergel

Title: Chair of the Authority Board

Attest: \_\_\_\_\_

THOMAS JEFFERSON UNIVERSITY

By:  \_\_\_\_\_

Name: Dominique Casimir

Title: Senior Vice President


Attest:  \_\_\_\_\_

EXHIBIT "A"

Grant Agreement

**Contract No. ME 300-2441**

**FC # \_\_\_\_\_**

**CONTRACT BETWEEN**

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

**AND**

**Redevelopment Authority of the County of Montgomery**

# **REDEVELOPMENT ASSISTANCE CONTRACT**

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

**AND**

**Redevelopment Authority of the County of Montgomery**

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

**BACKGROUND**

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

The GRANTEE requested that a redevelopment assistance capital project known as the **Jefferson Institute for Bioprocessing Expansion** (hereinafter “PROJECT”) be approved;

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

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



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

## **ARTICLE 1**

### **EFFECTIVE DATE, INITIAL TERM, AND RENEWAL OF CONTRACT**

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

## **ARTICLE 2**

### **AMOUNT OF CONTRACT AND DISBURSEMENTS**

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

B. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

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

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

2. Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
  3. ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.
- C. The funding of the full amount of this CONTRACT is conditioned upon the GRANTEE complying with all statutory and program requirements throughout the construction and funding phase including, but not limited to, the requirement to furnish qualified matching funds in an amount at least equivalent to the amounts funded under this CONTRACT and the requirement to complete the PROJECT within the term of this CONTRACT.
- D. The value of any real estate to be utilized by GRANTEE toward meeting the requirement for matching funds will be determined by OB on the basis of an appraisal performed by a certified appraiser at GRANTEE's expense. Additional statutory and programmatic requirements relating to the PROJECT are listed in the PROJECT Application and related documents, which are attached hereto as Appendices A, B and C and are hereby incorporated in full into this CONTRACT.

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

### **ARTICLE 3**

#### **PROJECT ACTIVITIES**

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

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

#### **ARTICLE 4**

#### **SUBGRANTEES AND SUBCONTRACTORS**

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

#### **ARTICLE 5**

#### **RECORDS AND AUDITS**

- A. GRANTEE will maintain books, records, documents, correspondence, and other data described in Article 15, along with any other evidence pertaining to the costs and expenses of this CONTRACT (hereinafter referred to collectively as “the records”), to the extent and in such detail as will properly reflect all costs, direct and operating, of acquisition of real estate and of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this CONTRACT. The books and records required under this Article shall be maintained in accordance with generally accepted accounting principles. GRANTEE agrees to require any permitted subcontractors, subgrantees, assigns, or agents to comply with the record keeping and retention requirements of this Article.
- B. GRANTEE will retain the records and make them available for a period ending the later of (i) seven years after final payment is made by GRANTEE with funds awarded under this CONTRACT, or (ii) seven years after the CONTRACT has expired pursuant to the provisions of Article 1, hereof, or (iii) seven years after the effective date of any termination of this CONTRACT, pursuant to the terms of Article 13 hereof.

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

## **ARTICLE 6**

### **REVIEW OF PROJECT ACTIVITIES/NOTIFICATION**

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

## **ARTICLE 7**

### **INSURANCE AND INDEMNIFICATION**

- A. The GRANTEE shall perform the activities under the CONTRACT as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax withholding and any other taxes or payroll deductions required by law for its employees who are performing services specified by this CONTRACT.
- B. The GRANTEE shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the GRANTEE or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.
- C. Without limiting the foregoing obligations in this Article 7, the GRANTEE will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the COMMONWEALTH from claims of bodily injury and of property damage arising out of any services or activities performed by the GRANTEE or its employees, agents, officers, assigns, or subcontractors under this CONTRACT, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result of the execution of this PROJECT.
- D. The COMMONWEALTH shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the COMMONWEALTH or its agents or employees. GRANTEE certifies, by signing this CONTRACT, that: it has the insurance coverage required by this Article; such coverage will be in effect for the duration of this CONTRACT; and, such policies will not be cancelled or changed unless at least 30 days prior notice has been given to OB. Upon request, the GRANTEE shall furnish proof of insurance as required by this article to OB.

**ARTICLE 8**  
**TAX-EXEMPT RESPONSIBILITIES OF GRANTEE**

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

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



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

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

## **ARTICLE 9**

### **FISCAL DUTIES OF THE GRANTEE**

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

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

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

## **ARTICLE 10 FIDELITY BOND**

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

## **ARTICLE 11 INTEREST OF GRANTEE**

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

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

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

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

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

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

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

#### **ARTICLE 14**

#### **TEMPORARY SUSPENSION OF PROJECT**

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

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

## **ARTICLE 15**

### **RIGHTS IN DATA, COPYRIGHTS, AND DISCLOSURE**

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

## **ARTICLE 16**

### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

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

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

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

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

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

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

## **ARTICLE 17**

### **ASSIGNMENT, TRANSFER, OR COLLATERAL USE**

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



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

## **ARTICLE 18 COMPLIANCE WITH APPLICABLE LAWS**

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

## **ARTICLE 19 GRANTEE RESPONSIBILITY**

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

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

## **ARTICLE 20 OFFSET CLAUSE**

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

and GRANTEE.

## **ARTICLE 21 NONWAIVER OF REMEDIES**

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

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

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

## **ARTICLE 23 INTEGRATION CLAUSE**

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

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

## **ARTICLE 24**

### **NAME AND ADDRESS OF PROJECT OFFICER AND NOTICES**

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

Project Officer

Pamela Finegan, Deputy Director  
Redevelopment Authority of the County of Montgomery  
104 W. Main Street, Suite 2  
Norristown, PA 19401

Office of the Budget

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

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

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

## **ARTICLE 25**

### **ACKNOWLEDGEMENT OF COMMONWEALTH FINANCIAL ASSISTANCE**

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

## **ARTICLE 26**

### **GRANTEE INTEGRITY PROVISIONS**

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

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

B. Representations and Warranties.

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

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

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

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

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

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

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



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

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

## ARTICLE 27

### PUBLIC WORKS CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 28 SEVERABILITY**

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

## **ARTICLE 29 AMERICANS WITH DISABILITIES ACT**

- A. No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- B. Compliance. For all goods and services provided pursuant to this agreement, the GRANTEE shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- C. Indemnification. The GRANTEE shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the GRANTEE 's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## **ARTICLE 30 SPECIAL CONDITIONS**

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

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

### **ARTICLE 31 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

**ARTICLE 33**  
**PENNSYLVANIA'S RIGHT TO KNOW LAW**

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




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

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

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

**REDEVELOPMENT AUTHORITY OF  
THE COUNTY OF MONTGOMERY**

By:  5/16/2024  
Jonathan H. Spergel, Esquire Date  
Chairman

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF THE BUDGET**

By: \_\_\_\_\_  
Secretary of the Budget Date  
or Designee

**FEDERAL IDENTIFICATION NUMBER:**

23-6050622

***APPROVED AS TO FORM AND LEGALITY:***

\_\_\_\_\_  
Legal Office Date  
Office of the Budget

\_\_\_\_\_  
Deputy General Counsel Date  
Office of General Counsel

\_\_\_\_\_  
Deputy Attorney General Date  
Office of Attorney General

**CERTIFICATION OF AVAILABILITY OF FUNDS:**

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

**FUNDS COMMITMENT NUMBER:**

\_\_\_\_\_  
Comptroller Date

\_\_\_\_\_

## APPENDIX A APPLICATION ROUTE SHEET

### I. CONTRACT INFORMATION

**Project Name:** Jefferson Institute for Bioprocessing Expansion  
**Grant Amount:** \$2,000,000  
**Total Project Cost:** \$4,433,502

### II. APPLICANT IDENTIFICATION

**Applicant Name:** Redevelopment Authority of the County of Montgomery

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

**Telephone Number:** 610-275-5300

**Federal ID No.:** 23-6050622

**County:** Montgomery

**Project Officer:** Pamela Finegan

**Chief Official:** Jonathan H. Spergel, Esquire

**Legislative Districts:** Senatorial 12  
House 151

### III. CODING INFORMATION

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

### IV. COMMENTS/CONDITIONS

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

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

## V. **DISPOSITION**

### **Task Force Recommendation:**

Approved: \_\_\_\_\_  
Natalia Dominguez Buckley Date

**APPENDIX B**  
**PROJECT ACTIVITIES AND SPECIAL CONDITIONS**

**A. Project Activities:** The GRANTEE will use Redevelopment Assistance Capital funding to undertake the **Jefferson Institute for Bioprocessing Expansion** project in **Montgomery** County.

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

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

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

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

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

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

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

**Special note: Please be advised that all official correspondence and material submissions to the Office of the Budget to satisfy the SPECIAL CONDITIONS must have been signed and executed by the appropriate party/entity/individual/representative before their acceptance.**

1. GRANTEE shall submit documentation indicating that at least **\$2,433,502** in private matching funds have been fully secured and received for use on project-related expenses. Contingent upon the source of the private match, required documentation would include, but is not be limited to, copies of the following financial instruments: LOANS - executed long-term loan documents (agreements, notes, open-end mortgage, etc.) and bank statement; INTERNAL/OPERATING FUNDS - last three years audited financial statements (reviews not acceptable), enacted and certified resolution, and bank statement, NMTC - executed promissory notes, loan agreements, closing memorandum, flow chart of the structure of the NMTC, and bank statement. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation. The Capital Facilities Debt Enabling Act requires that RACP projects be funded from proceeds of Commonwealth of Pennsylvania General Obligation (GO) bonds. GO bonds issued to finance the RACP grant program have a publicized maturity term of 10 years. Consequently, when an RACP project uses a financial instrument as matching funds, they must have a maturity cycle that similarly demonstrates the long-term viability of the project. For more information about our permanent match requirements or acceptable loan terms, please refer to our FAQs section on our website located at [www.racp.pa.gov](http://www.racp.pa.gov). The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation and the acceptability of the match.
2. GRANTEE shall submit proof of bid compliance, as required in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states, "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Bid compliance implies the submission of copies of the (1) original solicitation documentation, (2) bid tabulations, (3) proposals received and (4) any other necessary documentation that demonstrates how the bidding process was conducted before contracts were executed. Should the bid tabulations associated with the RACP project exceed the construction cost estimate, the GRANTEE shall submit documentation that either costs have been reduced or that additional funds have been raised to support the project. {Note: OB acknowledges receipt of some documentation.}
3. GRANTEE shall submit an executed Cooperation Agreement with **Thomas Jefferson University**, which obligates **Thomas Jefferson University** to comply with RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance program.
4. GRANTEE shall submit an executed Cooperation Agreement/ordinance from **Lower Gwynedd Township** or **Montgomery County** that authorizes the project and obligates **Lower Gwynedd Township** or **Montgomery County** to reimburse the Commonwealth for any reimbursements that may later be determined to have been ineligible. Please be advised that **Lower Gwynedd Township** or **Montgomery County** must be a taxing authority.

**APPENDIX C  
PROJECT FUNDING SCHEDULE**

**Project Name:** Jefferson Institute for Bioprocessing Expansion

**Total Project Cost:** \$4,433,502

**Redevelopment Assistance Amount:** \$2,000,000

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

The drawdown schedule is hereby approved \_\_\_\_\_  
Natalia Dominguez Buckley Date

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

**APPENDIX C**  
**PROJECT FUNDING SCHEDULE**  
**Jefferson Institute for Bioprocessing Expansion**

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

The disbursement of funds in Month 1 and thereafter is subject to the applicant's resolution of the special conditions to the COMMONWEALTH's satisfaction and, for each requested disbursement, the prior expenditure by the Grantee of the amount requested to be disbursed plus the prior expenditure by Grantee of local matching funds equal to at least **1.22** times the amount requested to be disbursed plus any prior disbursements by the COMMONWEALTH.

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

The drawdown schedule is hereby approved \_\_\_\_\_  
Natalia Dominguez Buckley Date



## EXHIBIT “B”

### Sub-grant Agreement

**SUB-GRANTEE AGREEMENT**

**BETWEEN THE REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF MONTGOMERY**

**AND**

**THOMAS JEFFERSON UNIVERSITY**

**THIS SUB-GRANTEE AGREEMENT** ("Agreement") effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ entered into by and between the Redevelopment Authority of the County of Montgomery ("Authority") and Thomas Jefferson University ("Sub-grantee") for payment of Redevelopment Assistance Capital Program ("RACP") funds for eligible activities associated with property located at 727 Norristown Road, Building 6, Lower Gwynedd, Pennsylvania 19002 (the "Property").

**BACKGROUND:**

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

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

**WHEREAS**, Sub-grantee has undertaken a project known as Jefferson Institute for Bioprocessing Expansion (the "Project"); and

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

**WHEREAS**, in accordance with the RACP application requirements, an application for funding for the RACP Grant was submitted on August 1, 2022 (together the "Application"); and

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

**WHEREAS**, the OB issued Grant Contract No. ME 300-2441 on May 16, 2024 for the eligible activities covered under the Application (the "Contract"), which Contract is attached hereto as Exhibit "A"; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish the terms and conditions applicable to the processing of the RACP Grant for the Project as required by Special Condition 3 in the Contract.

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

I. RACP Grant.

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

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

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

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

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

## II. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

### III. Covenants of the Sub-grantee.

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

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

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

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

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

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

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

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

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

#### IV. Compliance with the Act and Regulations.

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

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

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

V. Events of Default by Sub-grantee.

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

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

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

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

VI. Termination.

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

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



VII. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

**REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF MONTGOMERY**

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Jonathan Spergel, Chair  
Redevelopment Authority Board

**THOMAS JEFFERSON UNIVERSITY**

Witness: Nami Sharp By: Dominique Casimir  
Name: Dominique Casimir  
Title: Senior Vice President

# Memo

**To:** Board of Supervisors  
**From:** Mimi Gleason, Township Manager  
**Date:** April 4, 2025  
**Re:** Pollinator gardens in parks



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**Recommended motion: To authorize the Township Manager to execute a contract with ArcheWILD to install pollinator gardens at Oxford Park and Pen-Ambler Park for the amount presented at the meeting.**

Lower Gwynedd Township received a \$6,000 Green Region Grant from Peco to pay for pollinator gardens that were recommended in the master plans for Oxford Park and Pen-Ambler Park. Because the total project cost is below the current threshold (\$23,800) for public bidding, the Township's obligation is to solicit quotes from a minimum of three entities. Gilmore & Associates, Inc. is working with ArcheWILD, which submitted the lowest quote, to try and finalize the scope of work and cost to present at the April 8<sup>th</sup> Board of Supervisors meeting.

# Lower Gwynedd Township



## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK	DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
3937 ACCESS LOCK TECHNOLOGIES INC.	168704	03/19/25	70464		104278	P		04/08/25	01430 220	SUPPLIES PW	15.10
	INVOICE: 78007										
VENDOR TOTALS				.00	YTD INVOICED				15.10	YTD PAID	15.10
837 ALBERT M. COMLY, JR.	168641	03/19/25	70401		104279	P		04/08/25	01414 312	FIRE SAFETY INSPECTOR	600.00
	INVOICE: 040125										
VENDOR TOTALS				2,081.25	YTD INVOICED				4,233.75	YTD PAID	600.00
3799 ALLEN J. FEDEZKO	168700	03/19/25	70460		104280	P		04/08/25	01409 450	CONTRACTED SERVICES	1,487.50
	INVOICE: 142										
	168700	03/19/25	70460		104280	P		04/08/25	08429 450	CONTRACTED SERVICES	262.50
	INVOICE: 142										
VENDOR TOTALS				3,500.00	YTD INVOICED				7,000.00	YTD PAID	1,750.00
3883 AMAZON CAPITAL SERVICES, INC.	168702	03/19/25	70462		104281	P		04/08/25	01410 220	OPERATING SUPPLIES	1,345.74
	INVOICE: 1TCX-WYM3-T97N										
	168702	03/19/25	70462		104281	P		04/08/25	01410 480	COMMUNITY RESPONSE UNIT	99.99
	INVOICE: 1TCX-WYM3-T97N										
	168702	03/19/25	70462		104281	P		04/08/25	01401 200	OFFICE SUPPLIES	49.96
	INVOICE: 1TCX-WYM3-T97N										
	168702	03/19/25	70462		104281	P		04/08/25	01409 220	SUPPLIES- ALL BLDNGS	255.27
	INVOICE: 1TCX-WYM3-T97N										
	168702	03/19/25	70462		104281	P		04/08/25	01430 220	SUPPLIES PW	83.03
	INVOICE: 1TCX-WYM3-T97N										
VENDOR TOTALS				4,889.64	YTD INVOICED				7,219.24	YTD PAID	1,833.99
3987 ANDERSON WELDING & SONS, LLC	168705	03/19/25	70465		104282	P		04/08/25	01430 370	R&M PW	160.00
	INVOICE: 8768										
VENDOR TOTALS				.00	YTD INVOICED				160.00	YTD PAID	160.00
2091 ARAMSCO, INC.	168660	03/19/25	70420		104283	P		04/08/25	01430 220	SUPPLIES PW	629.30
	INVOICE: S6976287.001										
	168661	03/19/25	70421		104283	P		04/08/25	01409 220	SUPPLIES- ALL BLDNGS	271.62
	INVOICE: S6971740.001										
VENDOR TOTALS				813.90	YTD INVOICED				1,894.84	YTD PAID	900.92
4007 ARRO CONSULTING, INC.	168709	03/19/25	70469		104284	P		04/08/25	01147 000	LEGAL&ENGINEER	149.00
	INVOICE: 105536										

## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		6,094.20 YTD INVOICED						6,243.20 YTD PAID		149.00
4049 BOUND TREE MEDICAL, LLC	168710	03/19/25	70470		104285	P	04/08/25	01410 220	OPERATING SUPPLIES	449.92
INVOICE: 85617626										
VENDOR TOTALS		.00 YTD INVOICED						449.92 YTD PAID		449.92
3319 BUCKS COUNTY WATER & SEWER AUTHORITY	168685	03/19/25	70445		104286	P	04/08/25	08429 450	CONTRACTED SERVICES	4,300.00
INVOICE: 2025-02										
VENDOR TOTALS		21,685.00 YTD INVOICED						30,285.00 YTD PAID		4,300.00
3075 CARGO TRAILER SALES, INC.	168678	03/19/25	70438		104287	P	04/08/25	08429 262	R&M EQUIP/VEHICLES	19.40
INVOICE: 214662										
VENDOR TOTALS		.00 YTD INVOICED						19.40 YTD PAID		19.40
526 CATAPULT WEB DEVELOPMENT INC	168633	03/19/25	70393		104288	P	04/08/25	01401 430	TECHNOLOGY	3,600.00
INVOICE: 7761 RE-ISSUE										
VENDOR TOTALS		.00 YTD INVOICED						3,600.00 YTD PAID		3,600.00
2612 COUNTY LINE FENCE COMPANY	168667	03/19/25	70427		104289	P	04/08/25	08429 370	R&M PUMP STATIONS/SEWER L	64.38
INVOICE: 3727										
168668	03/19/25	70428		104289	P	04/08/25	01430 370	R&M PW		85.82
INVOICE: 3698										
168669	03/19/25	70429		104289	P	04/08/25	08429 370	R&M PUMP STATIONS/SEWER L		27.72
INVOICE: 3728										
VENDOR TOTALS		173.17 YTD INVOICED						351.09 YTD PAID		177.92
1416 DAVIDHEISER'S INC.	168656	03/19/25	70416		104290	P	04/08/25	01410 450	CONTRACTED SERVICES	302.00
INVOICE: 29508										
VENDOR TOTALS		.00 YTD INVOICED						603.00 YTD PAID		302.00
493 DELAWARE VALLEY PROPERTY & LIABILITY TRUST	168632	03/19/25	70392		104291	P	04/08/25	01401 350	INSURANCE BONDING	38,271.56
INVOICE: PREM25-LGWYN2										
168632	03/19/25	70392		104291	P	04/08/25	08486 351	INSURANCE		12,757.19
INVOICE: PREM25-LGWYN2										
VENDOR TOTALS		51,028.75 YTD INVOICED						102,057.50 YTD PAID		51,028.75

## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
2402 DELAWARE VALLEY HEALTH TRUST											
168662	03/19/25 70422				104292	P	04/08/25	01401	156	HEALTH INSURANCE	15,440.07
INVOICE: 28902											
168662	03/19/25 70422				104292	P	04/08/25	01402	156	HEALTH INSURANCE	2,885.95
INVOICE: 28902											
168662	03/19/25 70422				104292	P	04/08/25	01410	156	HEALTH INSURANCE	41,642.19
INVOICE: 28902											
168662	03/19/25 70422				104292	P	04/08/25	01414	156	HEALTH INSURANCE	3,958.11
INVOICE: 28902											
168662	03/19/25 70422				104292	P	04/08/25	01430	156	HEALTH INSURANCE	18,633.72
INVOICE: 28902											
168662	03/19/25 70422				104292	P	04/08/25	05451	156	HEALTH INSURANCE	2,970.40
INVOICE: 28902											
168662	03/19/25 70422				104292	P	04/08/25	08487	156	HEALTH INSURANCE	9,506.89
INVOICE: 28902											
VENDOR TOTALS				284,474.89	YTD INVOICED				379,512.22	YTD PAID	95,037.33
691 DELAWARE VALLEY WORKERS'											
168639	03/19/25 70399				104293	P	04/08/25	01401	350	INSURANCE BONDING	20,624.44
INVOICE: WCPREM25LGWYN2											
168639	03/19/25 70399				104293	P	04/08/25	08486	351	INSURANCE	6,874.81
INVOICE: WCPREM25LGWYN2											
VENDOR TOTALS				27,499.25	YTD INVOICED				73,183.50	YTD PAID	27,499.25
3175 FLOUNDERS COMMUNICATIONS											
168677	03/19/25 70437				104294	P	04/08/25	01409	320	COMMUNICATIONS	89.00
INVOICE: 380742-US20											
168679	03/19/25 70439				104294	P	04/08/25	01409	320	COMMUNICATIONS	123.72
INVOICE: 681918											
VENDOR TOTALS				1,017.84	YTD INVOICED				1,230.56	YTD PAID	212.72
548 GARY O'CONNOR											
168634	03/19/25 70394				104295	P	04/08/25	01410	158	POST-RETIREMENT HEALTH BE	200.00
INVOICE: 040125											
VENDOR TOTALS				600.00	YTD INVOICED				800.00	YTD PAID	200.00
4115 GEISSELE AUTOMATICS, LLC											
168716	03/19/25 70476				104296	P	04/08/25	30410	700	POLICE EQUIPMENT	12,439.80
INVOICE: 86645											
VENDOR TOTALS				.00	YTD INVOICED				12,439.80	YTD PAID	12,439.80
4116 GENERATOR TECHNICAL SERVICES, INC.											
168717	03/19/25 70477				104297	P	04/08/25	08429	370	R&M PUMP STATIONS/SEWER L	2,805.00
INVOICE: #240353-1											
168718	03/19/25 70478				104297	P	04/08/25	08429	370	R&M PUMP STATIONS/SEWER L	300.00
INVOICE: #240440-1											



## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION
VENDOR TOTALS		.00 YTD INVOICED			3,105.00 YTD PAID			3,105.00	
1191 GEORGE ALLEN PORTABLE TOILETS, INC.									
168644	03/19/25	70404			104298	P	04/08/25	01430 450	CONTRACTED SERVICES 241.00
INVOICE: I234263									
168645	03/19/25	70405			104298	P	04/08/25	01430 450	CONTRACTED SERVICES 241.00
INVOICE: I234262									
168646	03/19/25	70406			104298	P	04/08/25	01430 450	CONTRACTED SERVICES 407.00
INVOICE: I234261									
168647	03/19/25	70407			104298	P	04/08/25	01430 450	CONTRACTED SERVICES 241.00
INVOICE: I234260									
168648	03/19/25	70408			104298	P	04/08/25	01430 220	SUPPLIES PW 130.00
INVOICE: I232906									
VENDOR TOTALS		.00 YTD INVOICED			1,768.00 YTD PAID			1,260.00	
1619 GILMORE & ASSOCIATES									
168658	03/19/25	70418			104299	P	04/08/25	01414 312	FIRE SAFETY INSPECTOR 10,992.25
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	09439 000	INFRASTRUCTURE REBUILDING 8,865.20
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	30439 300	PROFESSIONAL SERVICES 2,698.48
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	30439 721	OLD BETHLEHEM PIKE CULVER 2,571.25
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	30439 725	PUBLIC WORKS PROJECT 7,913.75
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	30454 600	PARK IMPROVEMENTS 6,071.75
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	31446 001	COMPLIANCE REQUIREMENTS 2,720.00
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	31446 101	SWM PROJECTS 405.00
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	31446 450	CONTRACTED SERVICES 1,870.28
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	08250 001	GWYNEDD GATE O&M ESCROW 565.00
INVOICE: MARCH 2025									
168658	03/19/25	70418			104299	P	04/08/25	01147 000	LEGAL&ENGINEER 13,770.52
INVOICE: MARCH 2025									
VENDOR TOTALS		120,895.17 YTD INVOICED			286,975.03 YTD PAID			58,443.48	
1954 GROFF TRACTOR & EQUIPMENT, INC.									
168659	03/19/25	70419			104300	P	04/08/25	08429 262	R&M EQUIP/VEHICLES 180.76
INVOICE: PS0578820-1									
VENDOR TOTALS		207.92 YTD INVOICED			388.68 YTD PAID			180.76	
146 H. A. WEIGAND, INC.									
168629	03/19/25	70389			104301	P	04/08/25	01430 370	R&M PW 1,277.65

## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 125396										
VENDOR TOTALS		720.00 YTD INVOICED			2,431.65 YTD PAID			1,277.65		
3613 HEALTH MATS COMPANY	168693	03/19/25	70453		104302	P	04/08/25	01409 370	R&M ALL BLDNGS	71.35
INVOICE: 31550										
VENDOR TOTALS		142.70 YTD INVOICED			285.40 YTD PAID			71.35		
380 HEIDELBERG MATERIALS US, INC.	168631	03/19/25	70391		104303	P	04/08/25	01430 370	R&M PW	85.47
INVOICE: 4608481										
VENDOR TOTALS		79.90 YTD INVOICED			165.37 YTD PAID			85.47		
1431 HOME DEPOT CREDIT SERVICES	168657	03/19/25	70417		104304	P	04/08/25	01410 220	OPERATING SUPPLIES	84.74
INVOICE: 033125										
168657	03/19/25	70417			104304	P	04/08/25	01430 370	R&M PW	22.41
INVOICE: 033125										
168657	03/19/25	70417			104304	P	04/08/25	01409 370	R&M ALL BLDNGS	94.79
INVOICE: 033125										
168657	03/19/25	70417			104304	P	04/08/25	01430 220	SUPPLIES PW	167.21
INVOICE: 033125										
168657	03/19/25	70417			104304	P	04/08/25	01430 370	R&M PW	459.32
INVOICE: 033125										
168657	03/19/25	70417			104304	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	52.94
INVOICE: 033125										
168657	03/19/25	70417			104304	P	04/08/25	08429 370	R&M PUMP STATIONS/SEWER L	72.31
INVOICE: 033125										
VENDOR TOTALS		457.89 YTD INVOICED			1,671.51 YTD PAID			953.72		
3689 J I BRADLEY	168694	03/19/25	70454		104305	P	04/08/25	01401 187	STAFF ENGAGEMENT	87.98
INVOICE: 147685										
VENDOR TOTALS		175.96 YTD INVOICED			263.94 YTD PAID			87.98		
3743 KAPLIN STEWART MELOFF REITER & STEIN, P.C.	168699	03/19/25	70459		104306	P	04/08/25	01401 314	LEGAL SERVICES	12,370.63
INVOICE: FEBRUARY 2025										
168699	03/19/25	70459			104306	P	04/08/25	30439 725	PUBLIC WORKS PROJECT	8,167.50
INVOICE: FEBRUARY 2025										
168699	03/19/25	70459			104306	P	04/08/25	01147 000	LEGAL&ENGINEER	1,749.00
INVOICE: FEBRUARY 2025										
VENDOR TOTALS		6,229.00 YTD INVOICED			70,999.00 YTD PAID			22,287.13		
3358 KEYSTONE MUNICIPAL SERVICES, INC.										

# Lower Gwynedd Township



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WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK	DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
168686	03/19/25 70446				104307	P		04/08/25	01414 311	PROF SERV- UCC INSPECTING	7,500.00
	INVOICE: 38761										
VENDOR TOTALS		29,287.50 YTD INVOICED						54,274.50 YTD PAID		7,500.00	
1287 KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	168650	03/19/25	70410		104308	P		04/08/25	01410 430	TECHNOLOGY	8,050.00
	INVOICE: 1119817										
168651	03/19/25 70411				104308	P		04/08/25	01401 430	TECHNOLOGY	7,400.00
	INVOICE: 1118845										
168652	03/19/25 70412				104308	P		04/08/25	01401 430	TECHNOLOGY	4,627.90
	INVOICE: 1119519										
VENDOR TOTALS		20,573.10 YTD INVOICED						40,651.00 YTD PAID		20,077.90	
4000 MARK MANJARDI	168708	03/19/25	70468		104309	P		04/08/25	01414 314	PROF SERV- LEGAL (ZHB)	835.00
	INVOICE: 031925										
VENDOR TOTALS		1,025.00 YTD INVOICED						2,180.00 YTD PAID		835.00	
779 MARTIN STONE QUARRIES INC.	168640	03/19/25	70400		104310	P		04/08/25	01430 220	SUPPLIES PW	578.10
	INVOICE: 249924										
VENDOR TOTALS		.00 YTD INVOICED						578.10 YTD PAID		578.10	
1409 MICHAEL ROGGE	168655	03/19/25	70415		104311	P		04/08/25	01410 158	POST-RETIREMENT HEALTH BE	340.32
	INVOICE: 040125										
VENDOR TOTALS		1,020.96 YTD INVOICED						1,361.28 YTD PAID		340.32	
3447 MITCHELL KULP	168688	03/19/25	70448		104312	P		04/08/25	01430 460	TRAINING/DUES/SUBSCRIPTIO	10.00
	INVOICE: 040325										
VENDOR TOTALS		119.00 YTD INVOICED						129.00 YTD PAID		10.00	
689 MONTGOMERY COUNTY LAW LIBRARY	168638	03/19/25	70398		104313	P		04/08/25	01401 340	LEGAL NOTICES	25.00
	INVOICE: 040125										
VENDOR TOTALS		.00 YTD INVOICED						25.00 YTD PAID		25.00	
3854 NATALIE CORMIER	168701	03/19/25	70461		104314	P		04/08/25	01403 200	SUPPLIES	2,714.75
	INVOICE: 03302025										
VENDOR TOTALS		.00 YTD INVOICED						2,873.51 YTD PAID		2,714.75	

# Lower Gwynedd Township



## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
140 NORTH WALES WATER AUTHORITY										
168626	03/19/25	70386			104315	P	04/08/25	08429 360	UTILITIES	35.06
INVOICE: 04267317	03/19/25	031725			104315	P	04/08/25	08429 360	UTILITIES	35.06
168627	03/19/25	70387			104315	P	04/08/25	08429 360	UTILITIES	35.04
INVOICE: 04254546	03/19/25	031725			104315	P	04/08/25	08429 360	UTILITIES	35.04
168628	03/19/25	70388								
INVOICE: 03628639	03/19/25	031725								
VENDOR TOTALS			15,285.06	YTD INVOICED				19,720.83	YTD PAID	105.16
665 PAUL B. MOYER & SONS										
168636	03/19/25	70396			104316	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	108.83
INVOICE: 2909										
168637	03/19/25	70397			104316	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	2.88
INVOICE: 3084										
VENDOR TOTALS			428.11	YTD INVOICED				624.31	YTD PAID	111.71
5 PECO - PAYMENT PROCESSING										
168619	03/19/25	70379			104317	P	04/08/25	01430 360	UTILITIES	9.80
INVOICE: 2793920100	03/19/25	031925			104317	P	04/08/25	05454 360	UTILITIES	45.46
168620	03/19/25	70380			104317	P	04/08/25	05454 360	UTILITIES	66.58
INVOICE: 3978998000	03/19/25	031925			104317	P	04/08/25	01409 360	UTILITIES	278.11
168621	03/19/25	70381			104317	P	04/08/25	05454 360	UTILITIES	518.63
INVOICE: 2971145000	03/19/25	031925			104317	P	04/08/25	05454 360	UTILITIES	518.63
168622	03/19/25	70382			104317	P	04/08/25	05454 360	UTILITIES	518.63
INVOICE: 5759811222	03/19/25	031925			104317	P	04/08/25	08429 360	UTILITIES	518.63
168623	03/19/25	70383			104317	P	04/08/25	08429 360	UTILITIES	518.63
INVOICE: 0251100100	03/19/25	031825								
VENDOR TOTALS			23,515.44	YTD INVOICED				32,741.01	YTD PAID	918.58
1211 PENN-HOLO SALES & SERVICE										
168649	03/19/25	70409			104318	P	04/08/25	01430 220	SUPPLIES PW	98.99
INVOICE: 61305										
VENDOR TOTALS			1,474.31	YTD INVOICED				1,573.30	YTD PAID	98.99
4072 PILOT THOMAS LOGISTICS, LLC										
168711	03/19/25	70471			104319	P	04/08/25	01410 374	FUEL/ GASOLINE/ DIESEL	1,374.98
INVOICE: 1183839-IN	03/19/25	70471			104319	P	04/08/25	01430 374	FUEL/ GASOLINE/ DIESEL	297.01
168711	03/19/25	70471			104319	P	04/08/25	01430 374	FUEL/ GASOLINE/ DIESEL	607.13
INVOICE: 1183839-IN	03/19/25	70472			104319	P	04/08/25	01410 374	FUEL/ GASOLINE/ DIESEL	901.84
168712	03/19/25	70472			104319	P	04/08/25	01410 374	FUEL/ GASOLINE/ DIESEL	901.84
INVOICE: 1191147-IN	03/19/25	70473			104319	P	04/08/25	01410 374	FUEL/ GASOLINE/ DIESEL	901.84
168713	03/19/25	70473			104319	P	04/08/25	01410 374	FUEL/ GASOLINE/ DIESEL	901.84
INVOICE: 1175754-IN										
VENDOR TOTALS			15,374.81	YTD INVOICED				20,794.57	YTD PAID	3,180.96
3458 REMCO, INC.										

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WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
168689		03/19/25	70449		104320	P	04/08/25	01409 370	R&M ALL BLDNGS	810.73
	INVOICE: 805627									
168690		03/19/25	70450		104320	P	04/08/25	01409 370	R&M ALL BLDNGS	1,072.32
	INVOICE: 806024									
VENDOR TOTALS			5,435.74	YTD INVOICED				19,844.16	YTD PAID	1,883.05
172 REX WILKINSON										
168630		03/19/25	70390		104321	P	04/08/25	01410 158	POST-RETIREMENT HEALTH BE	452.45
	INVOICE: 040125									
VENDOR TOTALS			1,357.35	YTD INVOICED				1,809.80	YTD PAID	452.45
2607 RICOH USA INC										
168664		03/19/25	70424		104322	P	04/08/25	01414 430	TECHNOLOGY	176.57
	INVOICE: 589672801									
168665		03/19/25	70425		104322	P	04/08/25	01430 450	CONTRACTED SERVICES	63.50
	INVOICE: 589729392									
168665		03/19/25	70425		104322	P	04/08/25	08429 450	CONTRACTED SERVICES	63.50
	INVOICE: 589729392									
168666		03/19/25	70426		104322	P	04/08/25	01430 450	CONTRACTED SERVICES	66.68
	INVOICE: 588797555									
168666		03/19/25	70426		104322	P	04/08/25	08429 450	CONTRACTED SERVICES	66.67
	INVOICE: 588797555									
VENDOR TOTALS			3,293.51	YTD INVOICED				3,730.43	YTD PAID	436.92
1081 ROBERT E. LITTLE INC.										
168642		03/19/25	70402		104323	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	387.59
	INVOICE: 05-1166225									
VENDOR TOTALS			939.62	YTD INVOICED				1,327.21	YTD PAID	387.59
1129 SAFETY-KLEEN SYSTEMS, INC.										
168643		03/19/25	70403		104324	P	04/08/25	01430 220	SUPPLIES PW	263.15
	INVOICE: 96649827									
VENDOR TOTALS			.00	YTD INVOICED				525.64	YTD PAID	263.15
2460 SANG CHUL LEE										
168663		03/19/25	70423		104325	P	04/08/25	01410 238	UNIFORMS	170.75
	INVOICE: 2875									
VENDOR TOTALS			150.00	YTD INVOICED				608.75	YTD PAID	170.75
4114 SHAMROCK ENVIRONMENTAL										
168715		03/19/25	70475		104326	P	04/08/25	09439 000	INFRASTRUCTURE REBUILDING	6,820.00
	INVOICE: 415006									
VENDOR TOTALS			.00	YTD INVOICED				6,820.00	YTD PAID	6,820.00

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WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
573 STANDARD INSURANCE COMPANY										
168635	03/19/25 70395				104327	P	04/08/25	01401 153	DISABILITY & LIFE INS.	648.83
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	01402 153	DISABILITY & LIFE INS.	260.97
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	01409 153	DISABILITY & LIFE INS.	77.07
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	01410 153	DISABILITY & LIFE INS.	3,714.98
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	01414 153	DISABILITY & LIFE INS.	276.77
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	01430 153	DISABILITY & LIFE INS.	995.61
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	05451 153	DISABILITY & LIFE INS.	175.62
INVOICE: 006359470001 040125										
168635	03/19/25 70395				104327	P	04/08/25	08487 153	DISABILITY & LIFE INS.	740.01
INVOICE: 006359470001 040125										
VENDOR TOTALS				20,669.58 YTD INVOICED				27,559.44 YTD PAID		6,889.86
3733 STAPLES										
168697	03/19/25 70457				104328	P	04/08/25	01401 200	OFFICE SUPPLIES	107.13
INVOICE: 7004605932										
168697	03/19/25 70457				104328	P	04/08/25	01401 460	VOLUNTEER BOARD COMMISSIO	92.50
INVOICE: 7004605932										
168698	03/19/25 70458				104328	P	04/08/25	01401 200	OFFICE SUPPLIES	37.19
INVOICE: 7004368659										
VENDOR TOTALS				218.12 YTD INVOICED				755.16 YTD PAID		236.82
3916 THE PHILADELPHIA INQUIRER										
168703	03/19/25 70463				104329	P	04/08/25	01401 420	TRAINING/DUES/SUBS	147.74
INVOICE: 999900529974										
VENDOR TOTALS				.00 YTD INVOICED				147.74 YTD PAID		147.74
3408 THOMAS R. ARENA INC.										
168687	03/19/25 70447				104330	P	04/08/25	01430 450	CONTRACTED SERVICES	2,449.45
INVOICE: 2704/2710										
168687	03/19/25 70447				104330	P	04/08/25	01430 450	CONTRACTED SERVICES	3,502.83
INVOICE: 2704/2710										
VENDOR TOTALS				.00 YTD INVOICED				5,952.28 YTD PAID		5,952.28
2673 TURF EQUIPMENT AND SUPPLY COMPANY										
168670	03/19/25 70430				104331	P	04/08/25	30430 700	CAPITAL PURCHASE, HIGHWAY	8,851.25
INVOICE: 20058815-00										
168671	03/19/25 70431				104331	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	67.00
INVOICE: 70114090-00										
168672	03/19/25 70432				104331	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	114.62
INVOICE: 70112386-00										

# Lower Gwynedd Township



## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
168673	03/19/25 70433				104331	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	370.96
	INVOICE: 70113036-00									
VENDOR TOTALS				1,015.68 YTD INVOICED				10,419.51 YTD PAID		9,403.83
3288 TUSTIN MECHANICAL SERVICES	168684	03/19/25	70444		104332	P	04/08/25	01409 370	R&M ALL BLDNGS	235.00
	INVOICE: 930013894									
VENDOR TOTALS				738.00 YTD INVOICED				973.00 YTD PAID		235.00
1347 U.S. MUNICIPAL SUPPLY INC.	168653	03/19/25	70413		104333	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	227.31
	INVOICE: 6228889									
	168654	03/19/25	70414		104333	P	04/08/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	139.36
	INVOICE: 6228474									
VENDOR TOTALS				4,652.75 YTD INVOICED				5,019.42 YTD PAID		366.67
2906 US BANK	168674	03/19/25	70434		104334	P	04/08/25	01402 310	PROFESSIONAL SERVICES	168.77
	INVOICE: 14699826									
	168675	03/19/25	70435		104334	P	04/08/25	01410 311	PROF. SERVICES - PENSION,	474.42
	INVOICE: 14699078									
	168676	03/19/25	70436		104334	P	04/08/25	01410 311	PROF. SERVICES - PENSION,	110.19
	INVOICE: 14699604									
VENDOR TOTALS				753.23 YTD INVOICED				3,669.91 YTD PAID		753.38
40 VERIZON	168624	03/19/25	70384		104335	P	04/08/25	08429 320	COMMUNICATIONS	38.37
	INVOICE: 2156430061 031725									
	168625	03/19/25	70385		104335	P	04/08/25	01409 320	COMMUNICATIONS	327.31
	INVOICE: 2156461633 032425									
VENDOR TOTALS				2,899.40 YTD INVOICED				3,334.28 YTD PAID		365.68
3204 VICTORY GARDEN'S, INC.	168680	03/19/25	70440		104336	P	04/08/25	01430 220	SUPPLIES PW	45.00
	INVOICE: 894016									
	168681	03/19/25	70441		104336	P	04/08/25	01430 220	SUPPLIES PW	45.00
	INVOICE: 894046									
	168682	03/19/25	70442		104336	P	04/08/25	01430 220	SUPPLIES PW	45.00
	INVOICE: 894029									
	168683	03/19/25	70443		104336	P	04/08/25	01430 220	SUPPLIES PW	50.00
	INVOICE: 893164									
VENDOR TOTALS				.00 YTD INVOICED				285.00 YTD PAID		185.00
3565 W.B. MASON COMPANY	168691	03/19/25	70451		104337	P	04/08/25	01401 200	OFFICE SUPPLIES	324.48

# Lower Gwynedd Township



## PAID INVOICES REPORT

WARRANT: 040825

TO FISCAL 2025/03 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 253130301									
	168692	03/19/25	70452		104337	P	04/08/25	01430 220	SUPPLIES PW	64.88
	INVOICE: 253284526									
VENDOR TOTALS				1,974.65	YTD INVOICED			2,594.65	YTD PAID	389.36
3979 WILSON OF WALLINGFORD, INC.										
	168706	03/19/25	70466		104338	P	04/08/25	01409 360	UTILITIES	172.74
	INVOICE: 11491245									
	168707	03/19/25	70467		104338	P	04/08/25	01409 360	UTILITIES	472.33
	INVOICE: 11491244									
VENDOR TOTALS				703.34	YTD INVOICED			1,801.50	YTD PAID	645.07
REPORT TOTALS										360,909.71

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	61	360,909.71

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