

LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, August 25, 2026, 7:00 p.m.

To join the meeting via Zoom:

<https://us02web.zoom.us/j/85246948316?pwd=kYpAmze87RySWD0tghKyo419UWh5g.1>

Call #: 1-646-876-9923



CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS AND PRESENTATIONS

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

Fall Fest is coming on Saturday, September 19 from noon to 5 p.m. Enjoy an afternoon of fall fun on Houston Road by Wissahickon Middle School and High School.

There will be a special Board of Supervisors' meeting on Tuesday, October 6th at 7:00 pm in the Township Building to discuss a proposed zoning ordinance amendment regulating data centers.

PRESENTATION of a Board of Supervisors citation honoring Grand Master Bong Pil Yang in recognition of his leadership in the Korean American community and his role in the establishment of the Korean War Memorial and American-Korean Alliance Peace Park.

- There will be a ceremony honoring Korean War veterans at Montgomery Township's Memorial Grove Park, the site of the Korean War Memorial and American-Korean Alliance Peace Park, on Sunday, September 20th at 11 am (1120 Kenas Road, North Wales, PA).

PUBLIC COMMENTS

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

BUILDING AND ZONING

1. Consider Resolution 2026-17 identifying invalid portions of the Township's zoning ordinance (regarding data centers)
2. Consider Resolution 2026-18 approving a preliminary/final land development plan for an addition to a fitness center, trail additions, and stormwater improvements at Foulkeways.

GENERAL BUSINESS

1. Overview of proposed 9/11 Trail by Andrew Hamilton from the 9/11 National Memorial Trail Alliance and consideration of approval of the trail and installation of signs on Township roads

2. Consider awarding bid to BRB Contractors in the amount of \$38,050 for demolition of the “McCormick House” in Ingersoll Park
3. Consider approval of a contract with Gilmore & Associates in the amount of \$48,030 to conduct a geotechnical study and Phase II Environmental Site Assessment of 101 Moore Drive, for the design process for the new Public Works facility
4. Consider rejecting all bids for the traffic signal maintenance contract and authorizing re-advertisement of bidding
5. Consider authorizing advertisement of a legal notice for an ordinance authorizing execution of a renewed cable franchise agreement between the Township and Verizon
6. Review required 2027 minimum municipal obligations (MMO’s) for retirement plans
7. Financial report – July 2026
8. Approval of invoice report for August 25, 2026
9. Approval of minutes for the meeting of July 28, 2026

SUPERVISOR LIAISON REPORTS

Questions about Volunteer Commission Meeting Highlights

STAFF UPDATES

Updates from staff on municipal activities and projects

SUPERVISORS COMMENTS

Comments or questions from the Board of Supervisors

ADJOURNMENT

UPCOMING MEETING DATES*

HUMAN RELATIONS COMMISSION	THURS	10/01/2026	7:00 P.M.
BOARD OF SUPERVISORS	TUES	09/08/2026	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	09/09/2026	7:00 P.M.
ZONING HEARING BOARD	THURS	09/10/2026	6:00 P.M.
PARKS AND RECREATION	TUES	09/15/2026	6:00 P.M.
PLANNING COMMISSION	WED	09/16/2026	7:00 P.M.

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



MEMORANDUM

ATTN: Board of Supervisors

DATE: August 20, 2026

FROM: Jamie P. Worman, Assistant Township Manager

SUBJ: Resolution #2026-17 Curative Amendment/Data

Centers

Recommended Motion: To approve Resolution 2026-17 declaring certain portions of the Lower Gwynedd Township zoning ordinance to be substantively invalid.

On July 28, 2026, the BOS declared portions of the Lower Gwynedd Township Zoning Ordinance substantively invalid and authorized the Township Solicitor and staff to prepare a resolution identifying the invalid provisions for consideration and action by the BOS within 30 days.

These actions were prompted by the recognition that the Township's current Zoning Ordinance does not provide for data centers or establish regulations, standards, or other land use requirements governing their development. To address this deficiency and preserve the Township's ability to establish appropriate land use standards for data centers, the BOS initiated the curative amendment process authorized under the Pennsylvania Municipalities Planning Code (MPC). The proposed resolution is a required component of that curative amendment process and identifies the portions of the Zoning Ordinance determined to be substantively invalid with respect to data center development.

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION NO. _____

**A RESOLUTION OF THE LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
DECLARING CERTAIN PORTIONS OF THE LOWER GWYNEDD TOWNSHIP ZONING
ORDINANCE TO BE SUBSTANTIVELY INVALID, SPECIFYING SPECIFIC
FINDINGS REGARDING THE REASONS FOR THE DECLARED INVALIDITY, AND
IMPLEMENTING A LIMITED MORATORIUM OF 180 DAYS FROM THE DATE OF
THIS RESOLUTION TO ADOPT A MUNICIPAL CURATIVE AMENDMENT TO CURE
THE DECLARED INVALIDITY BY ADDRESSING DATA CENTER USE IN THE LOWER
GWYNEDD TOWNSHIP ZONING ORDINANCE**

WHEREAS, the Lower Gwynedd Township Board of Supervisors in accordance with the procedures set forth under Section 609.2 of the Pennsylvania Municipalities Planning Code, Act 247, as amended ("**MPC**"), 53 P.S. 10609.2, have determined that the Lower Gwynedd Township Zoning Ordinance ("**Zoning Ordinance**") is substantially invalid because it does not define, permit, or regulate data centers and data center uses;

WHEREAS, the Lower Gwynedd Township Board of Supervisors ("**Board of Supervisors**") by this Resolution do hereby formally declare a portion of the Zoning Ordinance substantially invalid because:

1. Chapter 1250, §1250.04, Definitions, does not contain terms that define data centers, data center accessory uses and/or data center equipment.
2. Chapter 1254, §1254.01, Establishment of Districts, does not provide for data centers and data center accessory uses in any of the established zoning districts. See Section §1254.01 of the Zoning Ordinance and the Official Zoning Map establishing various zoning districts ("**Zoning Districts**"). Data centers and data center accessory uses are also not of the same general character as and do not encompass other permitted uses in any of the Zoning Districts.
3. Chapter 1298, §1298.03, Accessory Uses and Structures, does not provide for data center accessory uses and structures.

NOW, THEREFORE, BE IT RESOLVED, under Section 609.2 of the MPC, within one hundred eighty (180) days (the "**Cure Period**") from the date of this Resolution, the Board of Supervisors intend to enact a municipal curative amendment to cure the declared invalidity to the portions of the Zoning Ordinance that do not address data center uses and data center accessory uses.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that during the Cure Period, Lower Gwynedd Township shall not be required to entertain or consider any zoning permit application, zoning approval, application for certificate of conformity, or landowner curative amendment for any use or development related or similar to a data center or data center accessory use, including a landowner's curative amendment filed under Section 609.1 of the MPC.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby direct and authorize the Township Manager, Township Solicitor, Zoning Officer, and Township Engineer to prepare a curative amendment to the Zoning Ordinance proposing to cure the declared invalidity. With the participation of such other consultants as the Township may provide, the curative amendment shall be presented to the Board of Supervisors within the time frame provided by law.

Furthermore, the Lower Gwynedd Township Zoning Hearing Board shall not be required to give a report, if requested, under Section 909.1 or 916.1 of the MPC after the adoption of this Resolution on grounds identical to or substantially similar to those specified in this Resolution.

ADOPTED AND EFFECTIVE, this 25th day of August, 2026, by the Lower Gwynedd Township Board of Supervisors.

ATTEST:

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

MIMI GLEASON, TOWNSHIP MANAGER

By:_____
DANIELLE A. DUCKETT, CHAIRPERSON



MEMORANDUM

ATTN: Board of Supervisors

DATE: August 20, 2026

FROM: Jamie P. Worman, Assistant Township Manager

Jamie Worman

SUBJ: Foulkeways at Gwynedd-Fitness Center Expansion LD #26-02LD

Recommended Motion: Approve Resolution 2026-18 granting conditional preliminary/final land development approval to the Foulkeways Fitness Center Expansion Project.

John Iannozzi, Esquire, and Tim Woodrow, P.E., will attend the BOS meeting on August 25, 2026, to represent Foulkeways at Gwynedd and request consideration of its proposed land development plan to expand the fitness center on its campus. The plan was previously presented to the BOS in March 2026, and all issues discussed at that time have since been resolved.

The applicant proposes to construct an addition to the existing fitness center, add trail connections, and install stormwater improvements. The proposed building addition will result in approximately 5,087 square feet of additional impervious surface. To manage the additional stormwater runoff, the applicant proposes to install a rain garden. As part of the project, the applicant also proposes to provide the Township with a pedestrian improvement easement for the future installation of an eight-foot-wide paved trail along the Sumneytown Pike frontage.

Attached to this memo are the proposed approval resolution and review letters. The plans are [linked here](#).

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

RESOLUTION NO. 2026- _____

FOULKEWAYS AT GWYNEDD
FITNESS CENTER EXPANSION (SLD #26-02LD)

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, FOULKEWAYS AT GWYNEDD ("Applicant") is the owner of a certain tract of land consisting of approximately one hundred seventeen (117) acres at 1120 Meetinghouse Road, Tax Parcel #39-00-02671-00-8 known as "Foulkeways at Gwynedd", with frontage on Dekalb Pike (S.R. 0202), Sumneytown Pike, Evans Road (S.R. 2016), and Meetinghouse Road (the "**Property**"), on which Applicant proposes to build a 5,087 square foot addition to the current fitness center with additional trail connections and stormwater improvements (collectively, the "**Development**"); and

WHEREAS, the Development is more particularly depicted and described in the following plans and reports (collectively, the "**Plans**") prepared by Woodrow & Associates, Inc. ("**Applicant's Engineer**"):

- A. Preliminary/Final Land Development Plans, consisting of 1 through 14 of 14, dated December 3, 2025; and
- B. Post-Construction Stormwater Management Report, dated November 2025.

(collectively, the "**Plans**"); and

WHEREAS, the Applicant has previously obtained or will obtain and provide to the Township, all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements ("**Third Party Approvals**"); and

WHEREAS, the Applicant has applied for preliminary/final land development approval of the Plans (the "**Application**") from the Lower Gwynedd Township Board of Supervisors ("**Board**") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code ("**MPC**").

NOW, THEREFORE, BE IT RESOLVED that the Board hereby grants preliminary/final approval of the Application and Plans subject to the following conditions (the "**Approval**"):

1. The Applicant has requested and the Board hereby approves the Applicant's requested waivers from strict compliance with the following provisions of the Lower Gwynedd Township Subdivision and Land Development Ordinance (the "**SALDO**"):

- (a) §1230.37(c) and (e). From the requirement to provide curb along all existing roads abutting a land development and the construction and dedication of additional right-of-way beyond the existing legal right-of-way for Sumneytown Pike, DeKalb Pike, Meetinghouse Road and Evans Road. *This waiver request is approved conditioned the Applicant providing a pedestrian improvement easement to benefit the Township to be located between the legal and ultimate right-of-way as shown on the Plans along the Sumneytown Pike frontage for the installation of an eight foot (8') macadam trail.*
- (b) §1230.45. From the requirement to provide sidewalks along all existing and new streets, conditioned upon the Applicant providing the pedestrian improvement easement described in Paragraph 1(a) above.
- (c) §1230.59. From the requirement to install monuments along all property corners.
- (d) §1241.401(n). From the requirement that storm sewer piping be a minimum of eighteen inches (18") in diameter and consist of reinforced concrete material.
- (e) §1230.17. To permit the submission of a preliminary and final land development application and plans.

2. Prior to the recording of the Plans, the Applicant shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Gilmore & Associates ("**Township Engineer**") review letter dated January 30, 2026, as supplemented by a letter dated March 24, 2026, the entire contents of which letters are incorporated herein by reference.

3. Prior to the recording of the Plans, the Applicant shall revise the Plans to resolve to the satisfaction of the Township, any and all issues set forth in the Township Fire Marshal's review letter dated February 9, 2026, the entire contents of which are incorporated herein by reference.

4. Prior to the recording of the Plans, the Applicant shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Bowman ("**Township Transportation Engineer**") review letter dated January 30, 2026, the entire contents of which are incorporated herein by reference.

5. Pursuant to Township Zoning Code §1278.08(d), lighting shall be arranged to protect the highway and adjoining properties from direct glare or hazardous interference. Prior to the recording of the Plans, a lighting plan, including lighting contours and details, shall be provided to and approved by the Township Engineer.

6. Prior to recording the Plans, Applicant shall enter into a Land Development Agreement with the Township prepared by the Township Solicitor (the “LDA”). The LDA shall require the Applicant to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications, as well as to secure the completion of the said public improvements by posting satisfactory financial security and legal/engineering escrows (collectively, the “Financial Security”) as required by the MPC and in amounts approved by the Township.

7. The maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Applicant, its successors and assigns. The Applicant shall, prior to the recording of the Plans, enter into the Township’s standard form of Stormwater Ownership and Maintenance Agreement (“Stormwater Agreement”).

8. Prior to the recording of the Plans, in accordance with Lower Gwynedd Township Resolution 2005-16, the Applicant shall pay a Stormwater Management Facility Fee (the “SMF Fee”) in the amount of Five Hundred Dollars (\$500.00) per one thousand (1000) cubic feet of storage volume within the proposed BMPs. Based upon two thousand eight hundred forty-nine (2,849) cubic feet of storage, the **SMF Fee shall be One Thousand Four Hundred Twenty-Four Dollars and fifty cents (\$1,424.50)**. However, the final amount of the SMF Fee may change due to any revisions to the Plans.

9. Prior to the recording of the Plans, the Applicant shall pay a **Transportation Impact Fee (“TIF”) of Four Thousand Five Hundred Seventy Dollars (\$4,570.00)** per “new” weekday afternoon peak hour trip. The Applicant shall provide trip generation data to the Township Traffic Engineer, at which time the TIF shall be calculated.

10. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans, the conditions set forth in the July 22, 2025 conditional use approval, and the terms and conditions of this Preliminary/Final Approval Resolution.

11. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Preliminary/Final Approval Resolution, and the LDA shall be borne entirely by the Applicant at no cost to the Township.

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

13. Consistent with MPC § 509(b) of the, the payment of all applicable fees and the funding of all escrows and financial security required by the LDA must be accomplished within ninety (90) days of the date of this Resolution, unless a written extension is granted by the Township. Until all applicable fees have been paid and the Financial Security fully funded, the record plan shall not be signed or recorded. If the required fees have not been paid and the Financial Security funded within ninety (90) days of this Resolution (or any written extension thereof), this Resolution shall be deemed to have been revoked.

14. As required by the MPC, the Applicant has the right to accept or reject conditions imposed by this Resolution. In the absence of an appeal or a notice of rejection filed in writing made within thirty (30) days of the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth in this Resolution within thirty (30) days from the date of this Resolution, this approval and the waivers granted herein (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the Application shall be considered denied based upon the failure to fully comply with all of the requirements set forth in this Resolution, as authorized by MPC § 508.

APPROVED at the public meeting of the Lower Gwynedd Township Board of Supervisors held on August 25, 2026.

ATTEST:

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

MIMI GLEASON, TOWNSHIP MANAGER

By:_____
DANIELLE A. DUCKETT, CHAIRPERSON

Agreed to and accepted by the Applicant:
FOULKEWAYS AT GWYNEDD

By:_____
Authorized Representative

Dated: August _____, 2026



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

March 24, 2026

File No. 25-00572

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

Reference: Foulkeways at Gwynedd – Fitness Center Expansion
Preliminary/Final Land Development Plans

Dear Ms. Gleason:

Pursuant to your request, Gilmore & Associates, Inc. performed a review of the submitted supplemental information related to the preliminary/final land development plans for the above-referenced project. Upon review, we offer the following comments for consideration by Lower Gwynedd Township:

I. Submission

- A. Land Development Waiver Request Letter prepared by Woodrow Associates, Inc. dated March 10, 2026.
- B. Existing Features & Neighborhood Plan containing one sheet (3 of 14) prepared by Woodrow Associates, Inc. dated December 3, 2025, last revised February 27, 2026 to depict areas reforested by the Applicant from Fall 2024 through Fall 2025.
- C. Trail Easement Plan prepared by Woodrow Associates, Inc. consisting of one sheet dated December 3, 2025.

II. Review Comments

A. Waivers Requested

The Township Board of Supervisors may grant a waiver of the requirements of one or more provisions of this ordinance provided the Applicant proves undue hardship. All waivers shall be formally requested from the Township and shall be in writing and shall accompany and be part of the application for development. The Record Plan should list the waivers, applicable section numbers, and the date granted as applicable, including any conditions.

The applicant has requested the following waivers from provisions provided by the current Lower Gwynedd Township Ordinances.

- 1. §1230.37(c) &(e) – The Applicant requests a waiver from the installation of curbing and construction and dedication of additional right-of-way along Sumneytown Pike, Dekalb Pike, Meetinghouse Road and Evans Road.

We have no objection to this waiver request; however, the Applicant is offering a pedestrian improvement easement to benefit the Township, which will be located between the legal and ultimate right-of-way along the Sumneytown Pike frontage, and we recommend the Township accept the easement as offered.

2. §1230.45 – A waiver is requested from providing sidewalks along all existing and proposed streets; and to provide pedestrian trails, a minimum of 8 feet wide.

We note that the Applicant's internal trail system is extensive and available for public use. Additionally, the Applicant is offering a pedestrian easement to benefit the Township along Sumneytown Pike to allow for the future installation of a pedestrian trail in that area. We recommend the Applicant be required to grant the trail easement in the area offered on the submitted Trail Easement Plan by Woodrow Associates.

3. §1230.59 – The Applicant requests a partial waiver from installing monuments along all property corners.

We have no objection to this waiver request.

4. §1241.401(n) – A waiver is requested to allow storm pipe to be less than the minimum diameter of 18-inches and to be reinforced concrete pipe.

The Applicant has submitted calculations to our office to confirm that the pipes as proposed are capable of safely conveying the largest design storm. As such, we have no objection to this waiver request.

5. §1230.17 – A waiver is requested to apply for Preliminary/Final Land Development approval and allow for concurrent submissions.

We have no objection to this request.

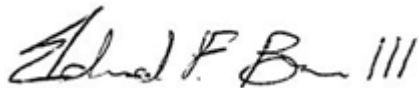
B. Previously Requested Waivers

The Applicant previously requested relief from the following sections but has since provided additional information and withdrawn those requests. We offer the following comments for the Township's consideration:

1. §1230.41(a) – This section requires street trees to be planted every 40 feet along all roads that abut the property. We participated in a site walk with the Applicant on March 4, 2026, and have determined that no gaps exist along the property frontages. Existing vegetation can be utilized to meet the requirements of this section and no waiver is required.
2. §1230.41(i) – This section requires that any tree removed, which has a diameter greater than 6-inches, be replaced on a one-to-one caliper inch basis. The Applicant has been undertaking extensive reforestation on the property in the 2 years preceding this application and have provided a plan showing the location and species of the trees that have been planted. Additionally, we viewed the reforestation area during the March 4, 2026 site walk and confirmed the plan described plantings. Lastly, we confirm the species planted comply with the Township's Ordinance requirement that 75% of species are native to the region. We have no objection to the approach of the Applicant's reforestation efforts counting towards replacement trees given that they were planted within a 5-year window preceding the application, were not required by other sections of the Ordinance or another land development, comply with the 75% native requirement, and were adequately documented by the Applicant.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward F. Brown III". The signature is fluid and cursive, with the last name "Brown" being more prominent.

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

EB/sl

cc: Jamie Worman, Assistant Township Manager
Neil A Stein, Esq., Kaplin Stewart
Patty Sexton-Furber, Building Codes Administrator
Al Comly, Township Fire Marshal
Timothy Woodrow, P.E., Woodrow & Associates, Inc.
Robert Jordan, Woodrow & Associates, Inc.
Chad Dixson, P.E., Bowman Consulting
James Hersh, P.E., Vice President, Gilmore & Associates, Inc



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 30, 2026

File No. 25-00572

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

Reference: Foulkeways at Gwynedd – Fitness Center Expansion
Preliminary/Final Land Development Plans

Dear Ms. Gleason:

Pursuant to your request, Gilmore & Associates, Inc. performed a review of the preliminary/final land development plans for the above-referenced project. Upon review, we offer the following comments for consideration by Lower Gwynedd Township:

I. Submission

- A. Preliminary/Final Land Development Plans, consisting of 1 through 14 of 14, dated December 3, 2025, as prepared by Woodrow & Associates, Inc. for Foulkeways at Gwynedd.
- B. Post-Construction Stormwater Management Report, dated November 2025 as prepared by Woodrow & Associates, Inc. for Foulkeways at Gwynedd.

II. Project Description

The subject tract (TMP #39-00026710087), known as Foulkeways at Gwynedd, is located in the MF-3A Multifamily Residential District. The property includes various residential units, paved access drives and parking areas throughout the 117-acre parcel. The site currently takes access from Sumneytown Pike and Meetinghouse Road.

The Applicant proposes to build an addition to the current fitness center with additional trail connections and stormwater improvements. The building addition proposes to add 5,087 square feet of new impervious surfaces. The runoff from the proposed improvements will be controlled utilizing the proposed rain garden.

III. Review Comments

A. Zoning Ordinance

We defer all comments with respect to the Lower Gwynedd Township Zoning Ordinance to the Township's Zoning Officer.

B. Conditional Use

We note that the Applicant received Conditional Use approval at the July 22, 2025 Board of Supervisors meeting, to permit the installation of 140 feet of storm pipe within the existing drainage channel and to permit the disturbance within a portion of the riparian buffer area, conditioned upon the following:

1. The Applicant shall install all stormwater management facilities to the satisfaction of the Township and Township Engineer. **We note that the storm pipe replacement project was installed in accordance with all Township standards.**
2. The Applicant shall replant the wetlands and/or riparian vegetation removed to the satisfaction of the Township Engineer. The Applicant will replace all removed trees on a caliper inch-for-inch basis. **The Applicant shall revise the plans to show the disturbance area from the previously installed storm pipe replacement project and the proposed areas onsite where the wetlands and replacement trees will be replanted.**

C. Waivers Requested

The Township Board of Supervisors may grant a waiver of the requirements of one or more provisions of this ordinance provided the Applicant proves undue hardship. All waivers shall be formally requested from the Township and shall be in writing and shall accompany and be part of the application for development. The Record Plan should list the waivers, applicable section numbers, and the date granted as applicable, including any conditions.

The applicant has requested the following waivers from provisions provided by the current Lower Gwynedd Township Ordinances.

1. §1230.37(c) &(e) – The Applicant requests a waiver from the installation of curbing and construction and dedication of additional right-of-way along Sumneytown Pike, Dekalb Pike, Meetinghouse Road and Evans Road.
2. §1230.41(a) – A waiver is requested from requiring street trees along Meetinghouse Road, Dekalb Pike, Sumneytown Pike, and Evans Road. **We recommend the plans be revised to depict existing trees along the abutting roads that can be counted towards the street tree requirement and further recommend that any gaps along these roadways be filled as part of this application.**
3. §1230.41(i) – The Applicant requests a waiver to allow the required replacement trees to be planted in an alternate location on the project campus, or the applicant requests a fee-in-lieu to be paid to the Township for the required replacement trees. **As noted in the conditional use decision, the Applicant shall include the trees that were removed as part of the storm pipe installation to the tree replacement requirements. Additionally, we recommend that the Applicant prepare a plan showing the proposed locations of the replacement trees to satisfy the ordinance requirement.**
4. §1230.45 – A waiver is requested from providing sidewalks along all existing and proposed streets; and to provide pedestrian trails, a minimum of 8 feet wide. **We note that internal pedestrian trail connections are contemplated in the Township's Trail & Sidewalk Master Plan. As such, we recommend the Applicant discuss the potential for pedestrian upgrades in the area with the Board.**
5. §1230.59 – The Applicant requests a partial waiver from installing monuments along all property corners. **We have no objection to this request as there appears to be adequate property markers found in the field and noted on the plans.**
6. §1241.401(n) – A waiver is requested to allow storm pipe to be less than the minimum diameter of 18-inches and to be reinforced concrete pipe. **We have no objection to this waiver request provided that the proposed pipes have sufficient capacity to convey the 100-year storm flow.**

D. Subdivision and Land Development Ordinance

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

1. §1230.15 – The Applicant is responsible for all required approvals, permits, etc. (e.g., Montgomery County Conservation District, PennDOT HOP, Fire Marshal, PADEP, etc.).
2. §1230.17 – We note that the plans indicate that the Applicant plans to apply for Preliminary/Final Land Development Approval. As such, the Applicant shall add this section to the waiver request letter to permit concurrent submission of preliminary/final land development application.
3. §1230.19(b) – The Applicant shall address the following general plan issues:
 - a. The plans shall be revised to provide details of all proposed improvements, including but not limited to the paved asphalt trail, concrete curb, and proposed fence along the retaining wall.
 - b. The plans shall be revised to provide a lighting plan in the area of the proposed fitness center.
 - c. The proposed sanitary run between the new drop manhole and existing manhole has been removed from the Erosion and Sediment Control Plan, Sheet 10. The plans shall be revised to show this pipe run on all proposed improvement sheets.
 - d. The sanitary profile inverts do not appear to match the invert elevations in plan view. The applicant shall confirm the inverts and sanitary pipe alignment and revise the plan accordingly.
 - e. The Sanitary manholes shall be labeled in plan view with the same lettering as shown on the profile view for clarity.
 - f. The plans shall be revised to provide ADA accessible curb ramps adjacent to the re-stripped parking spaces on the northeast side of the fitness center and at the front entrance.
4. §1230.33 – We note that the total proposed disturbance area is less than one (1) acre. In the event that plan revisions require the disturbance area to be expanded to greater than one (1) acre, then the Applicant will be required to obtain an NPDES and Erosions and Sediment Control Permit from the Montgomery County Conservation District.
5. §1230.33(d)(1) – We note the proposed retaining wall is approximately two (2) feet in height. If the revised plans require grading revisions and the retaining wall height is increased, then the Applicant may need to provide shop drawings and design calculations, signed and sealed by a registered engineer in the Commonwealth of Pennsylvania for the proposed retaining wall.
6. §1230.38 – The proposed trail connection shows a bridge crossing with foundation abutments. We note that shop drawings and design calculations, signed and sealed by a registered engineer in the Commonwealth of Pennsylvania for the proposed of the bridge crossing.
7. §1230.62 – The Applicant shall obtain a “will serve” letter from the water authority.
8. §1230.63 – It is our understanding that the current sanitary sewer services are provided by Upper Gwynedd Township. The Applicant shall submit the required PADEP planning module exemption to Upper Gwynedd Township for review and secure approval from Upper Gwynedd for the increase in capacity related to this project. A copy of the Agreement, or documentation from Upper Gwynedd that an Agreement is not necessary, should be forwarded to the Township.
9. Approval of the Fire Marshal is required prior to the plan being recorded. A truck turning template should be added to the plans showing that emergency vehicles can safely access and maneuver through the site.
10. We defer to the Township Traffic Engineer for review of the internal vehicular movements, traffic signage and calculation of the Traffic Impact fee in accordance with the Township’s Act 209 Study, if applicable.
11. The Applicant will be required to pay a Recreation Impact Fee in accordance with Chapter 1236 (Recreation Impact Fees).

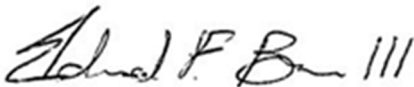
B. Stormwater Management Ordinance

We offer the following comments with respect to the current Lower Gwynedd Township Stormwater Management Ordinance. Additional comments may be forthcoming upon resubmission.

1. §1241.301.B.22 & 24 – The Post Construction Stormwater Management Plan shall be revised to provide the notes and statements located in the sections of the ordinance.
2. §1241.401 – We offer the following general comments with respect to the proposed stormwater management design.
 - a. Profiles for all storm sewer runs shall be added to the plans, including the previously installed pipe run between STM Box D-01 and STM Box D-02.
 - b. The existing and proposed drainage areas maps shall be added to the plan set.
 - c. The stormwater management report references the rain garden dewatering calculations; however, they do not appear to be located in the stormwater report. The calculations shall be verified and the report updated accordingly.
3. §1241.401.Y – The minimum depth of the freeboard within the emergency spillway is one (1) foot. We note that the plan view currently meets the minimum requirement, but the emergency spillway calculations in the Stormwater Management Report show the freeboard as 0.5 feet. The calculations in the report shall be revised to show the correct depth of one (1) foot.
4. The Applicant will be required to enter into a Stormwater Ownership and Maintenance Agreement with the Township for the stormwater facilities on site. The document will be prepared by the Township Solicitor and executed prior to the plan being recorded.
5. In accordance with Lower Gwynedd Township Resolution 2005-16, the Applicant is required to pay a Stormwater Management Facility fee in the amount of \$500 per 1000 cubic feet of storage volume within the proposed BMPs. We calculate the fee, based on 2,849 cubic feet of storage, to be \$1,424.50. We note this amount may change from future plan revisions.

In order to expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter. Additional review comments not referenced in this letter may be made upon review of the revised plan submission.

Sincerely,



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

EB/sl

cc: Jamie Worman, Assistant Township Manager
Neil A Stein, Esq., Kaplin Stewart
Patty Sexton-Furber, Building Codes Administrator
Al Comly, Township Fire Marshal
Timothy Woodrow, P.E., Woodrow & Associates, Inc.
Robert Jordan, Woodrow & Associates, Inc.
Chad Dixon, P.E., Bowman Consulting
James Hersh, P.E., Vice President, Gilmore & Associates, Inc.



Office of the Fire Marshal

1130 N. Bethlehem Pike--P.O.Box 625--Spring House, PA 19477-0625--(215) 646-5302--FAX (215) 646-3357

REVIEW MEMORANDUM

TO: Patty Furber, Mimi Gleason, Jamie Worman
FROM: Al Comly
DATE: February 9, 2026

**RE: FITNESS CENTER EXPANSION
FOULKEWAYS
1120 MEETINGHOUSE ROAD
LAND DEVELOPMENT PLAN #26-02LD**

I have reviewed the submittal circulated for the above property as prepared by Woodrow & Associates dated December 03, 2025. This submittal contains 14 sheets

I note the following as concerns:

1. The access shown on these plans shares the access with the Service Area for the kitchen. This area is tight—with the potential for delivery traffic obstructing emergency access. There are existing parking spaces adjacent to the existing fire hydrant that appear to block clear access to the fire hydrant. Additionally, the access for the fire department connection for the Abington House section of the facility is also located in the area of the fire hydrant. This complexity of activity is a concern if emergency actions were necessary in this area.
2. The plans do not indicate the location of the Fire Department Connection (FDC) for the Fitness Center. It must be accessible to apparatus and within 75 feet of a fire hydrant. One FDC can be used to serve both the existing and the expansion of the Fitness Center, but it needs to be located as noted.
3. Final note about the facility fire alarm system. This has been discussed for the last decade or more. This expansion will only add to the concerns. This facility must be programmed for the proper notification of devices in the reporting of an alarm—meaning the devices must be addressable.

END OF COMMENTS



January 30, 2026

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

RE: **Traffic Review – Preliminary/Final Land Development Plans**
Foulkeways Fitness Center Expansion – 1120 Meetinghouse Road
Lower Gwynedd Township, Montgomery County, PA
Project No. 314087-01-022

Dear Mimi:

Per your request, Bowman Consulting Group (Bowman) has completed our traffic engineering review of the proposed site modifications to the existing Foulkeways campus located at 1120 Meetinghouse Road in Lower Gwynedd Township, Montgomery County, PA. It is our understanding that the proposed site modifications will consist of a 5,000 square-foot expansion to the fitness center. Access to the site will continue to be provided via the existing site driveways along Sumneytown Pike and Meetinghouse Road.

The following document was reviewed in preparation of our review:

- Preliminary/Final Land Development Plans – Foulkeways at Gwynedd (Fitness Center Expansion), prepared by Woodrow & Associates, Inc., dated December 3, 2025.

Based on our review of the submitted document noted above, Bowman offers the following comments for consideration by the Township and action by the applicant.

1. The applicant is requesting a waiver from the following traffic-related Subdivision and Land Development Ordinance requirements which are listed on Sheet 1 of the plan set:
 - Sections 1230.37(c) and 1230.37(e) – requiring additional right-of-way width along site adjacent roads.
 - Section 1230.45 – requiring sidewalks along the Dekalb Pike (S.R. 0202), Evans Road (S.R. 2016), Sumneytown Pike, and Meetinghouse Road site frontages and pedestrian trails to be a minimum of 8 feet wide.
2. Any modifications to existing signs and/or proposed signs for vehicular and pedestrian circulation within the area of the proposed site modifications should be clearly labeled on the plans, as needed.
3. The Township Fire Marshal should review the plans for accessibility and circulation needs of emergency apparatus.

4. Review of the on-site ADA ramps has not been completed by our office, but these ramps must be designed by the applicant's engineers to comply with Federal/PennDOT design standards for ADA facilities.
5. Retaining wall design documents, including reports and specifications, should be submitted to the Township Engineer for review and concurrence.
6. The proposed development is subject to the Transportation Impact Fee of \$3,865 per "new" weekday afternoon peak hour trip. The applicant must provide information on if the proposed site modifications are expected to generate additional trips to/from the site during the weekday afternoon peak hour. Upon receiving this information, our office and the Township will determine if a transportation impact fee is required for the proposed site modifications.
7. The applicant's engineer must provide a response letter that describes how each specific review comment has been addressed, where each can be found in the study or materials, as opposed to general responses.

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Sincerely,



Chad Dixon, AICP, PP
Senior Project Manager

CED/BMJ

cc: Jamie Worman, Assistant Township Manager
Patty Sexton-Furber, Building Codes Administrator
James Hersh, P.E., Gilmore & Associates, Inc.
Neil Stein, Esquire, Solicitor
Al Comly, Township Fire Marshal
Phil Debaun, Foulkeways
Tim Woodrow, P.E., Woodrow & Associates, Inc.

To: Board of Supervisors
From: John L. Farrell, Project Manager & EMC
Date: August 25, 2026
Re: 9/11 National Memorial Trail



Action requested by 9/11 National Memorial Trail Alliance: Authorize the 9/11 National Memorial Trail and installation of associated signage on Tanglewood Drive, Stonington Circle, Rose Lane, and Gwynedd View Road, as shown on the signage plan created for PennDOT.

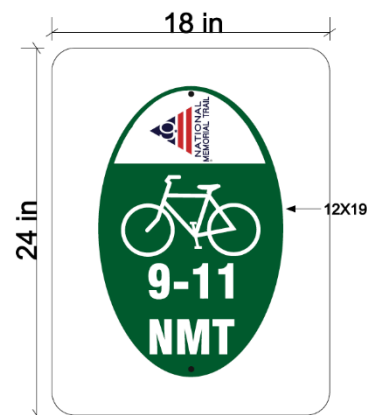
Earlier this month, township staff were approached by Andrew Hamilton from the 9/11 National Memorial Trail Alliance. The Alliance has been working for several years to create a 1,500+ mile multi-use trail that connects the three National Memorials of the September 11th attacks. They are hoping to have signage complete for the 25th anniversary.

Lower Gwynedd is approximately 225 miles from the Flight 93 National Memorial, 160 miles from the Pentagon Memorial, and just over 100 miles from the National September 11 Memorial & Museum in NY. The trail mileage to each site is even greater than the figures listed, as those numbers are for driving distances that include utilizing major highways.

A portion of the trail runs through Lower Gwynedd, mostly on PennDOT roads. From the west, the trail would run down Township Line Road, and turn onto Plymouth Road. It would then connect to Evans Road. The trail would then turn left onto Tanglewood Drive, then to Stonington Circle, onto Rose Lane, and then to Gwynedd View Road to connect to the trail that parallels Rt. 202.

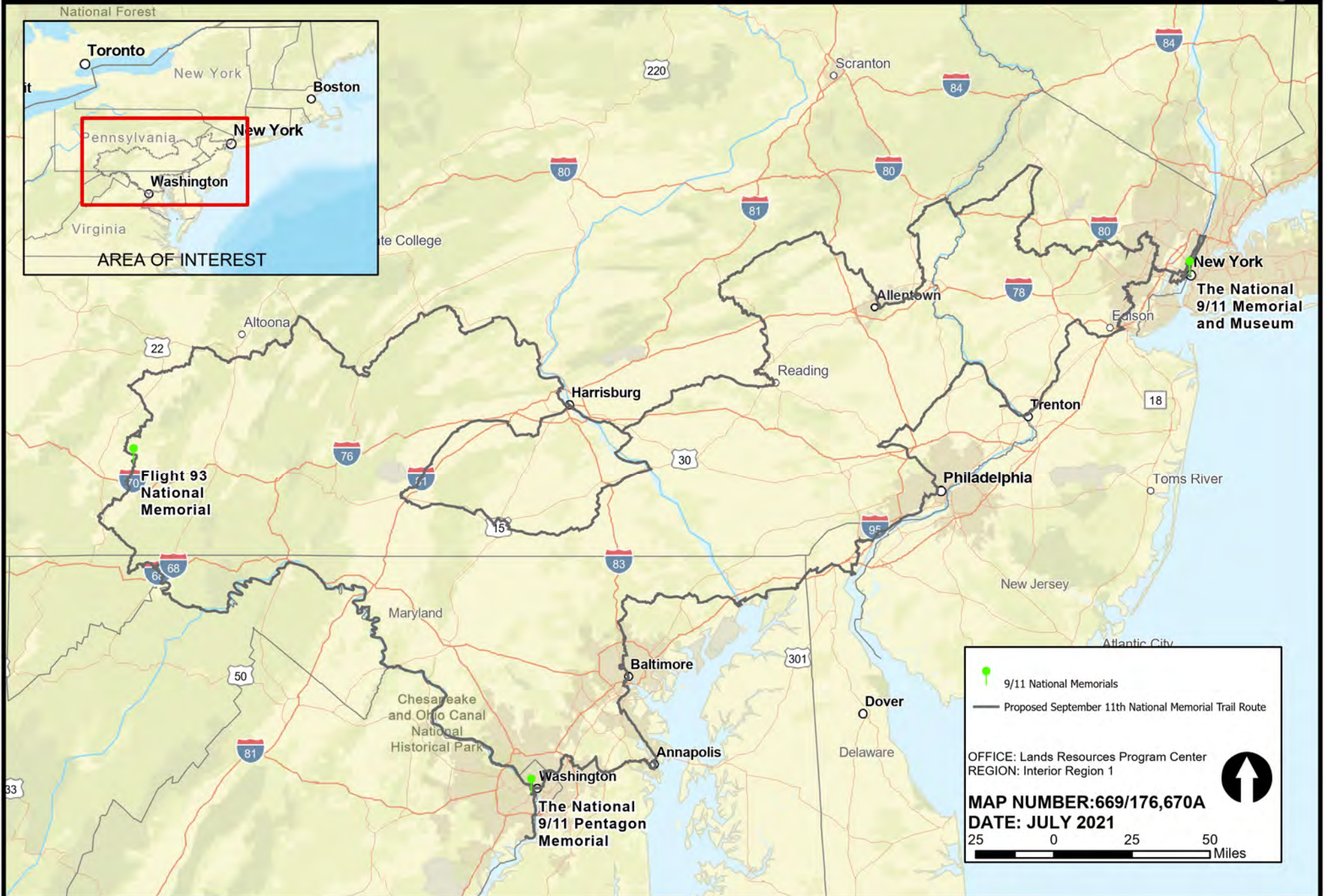
PennDOT has approved the trail on their roadways, and the Alliance asks the Board to approve the trail along Township roads. The only physical change would be the installation of route markers, an image of which is provided below. There would be no cost to the Township for the signs or their installation.

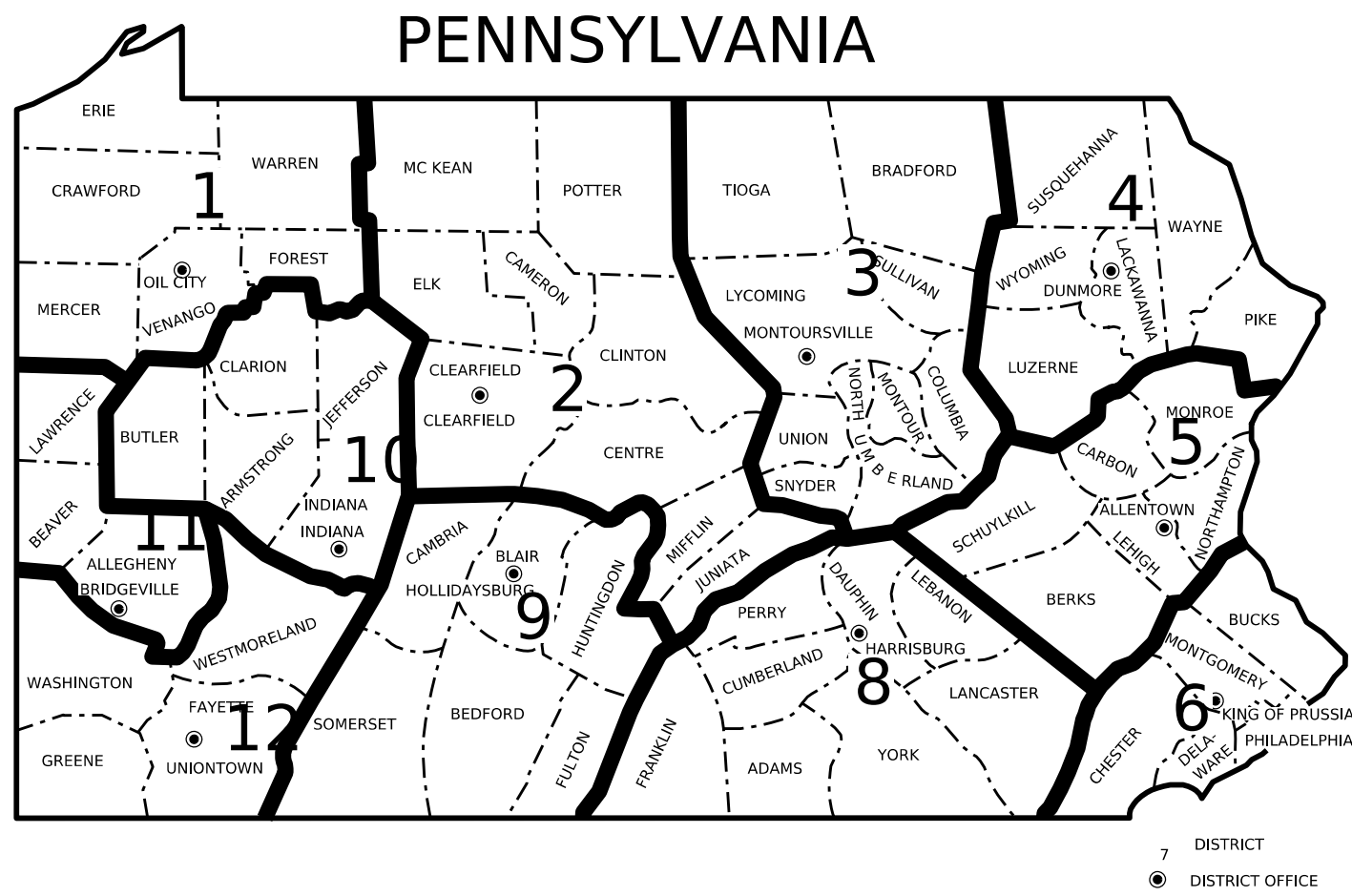
Mr. Hamilton will be attending the August 25, 2026 Board of Supervisors meeting to discuss the trail and answer questions.



September 11th National Memorial Trail Route Proposed Trail Route

National Park Service
U.S. Department of the Interior





SIGNAGE PLAN FOR 9/11 NATIONAL MEMORIAL TRAIL PENNDOT DISTRICT 6 TOTAL LENGTH=105.94 MILES

BUCKS COUNTY, DELAWARE COUNTY,
MONTGOMERY COUNTY, PHILADELPHIA COUNTY

DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	1 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

SHEET INDEX

DESCRIPTION	SHEET
TITLE SHEET	1
INDEX MAPS	2
GENERAL NOTES/DETAIL	3
SIGN TABULATION	4
PLAN SHEETS	5-17

RIGHT OF ENTRY AGREEMENT #097334
SIGNED BY THE DEPUTY SECRETARY ON 5-27-2021

RIGHT OF ENTRY AGREEMENT IS FOR SIGN PLACEMENT WITHIN THE
PENNDOT ROW ONLY. SIGNAGE PLACED ON LOCAL ROADWAYS
AND LOCATIONS OUTSIDE THE PENNDOT ROW (I.E. PRIVATE
PROPERTY) ARE THE RESPONSIBILITY OF THE SPONSOR TO
COORDINATE/OBTAIN APPROVAL.

PREPARED FOR:

SEPTEMBER 11TH NATIONAL MEMORIAL TRAIL ALLIANCE
P.O. BOX 308
NEW EAGLE, PA 15067-0308
PHONE: (412) 559-2635
www.911trail.org

PREPARED BY:

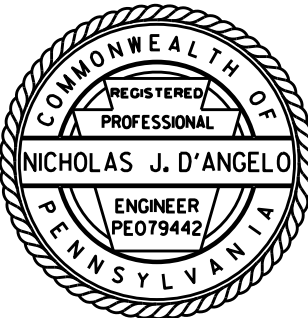
MCCORMICK TAYLOR, INC.
1818 MARKET STREET
16TH FLOOR
PHILADELPHIA, PA 19103
PHONE: (215) 592-4200
www.mccormicktaylor.com

APPROVED BY

DISTRICT 6-0
BIKE/PEDESTRIAN
COORDINATOR

PLAN CONCURRENCE _____ 20 _____

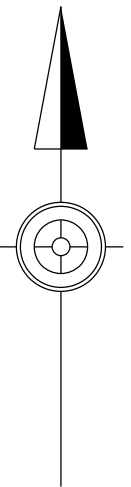
PREPARED BY:
**MCCORMICK
TAYLOR**
1818 MARKET STREET
PHILADELPHIA, PA 19103



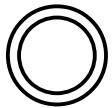
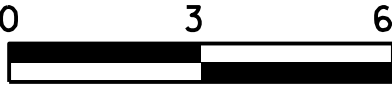
Nicholas J. D'Angelo

DATE: April 2, 2026

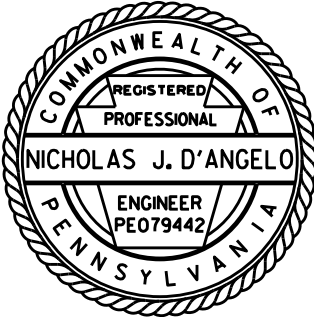
DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	2 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY



LEGEND

-  PLAN SHEET
-  9/11 NATIONAL MEMORIAL TRAIL
-  0 3 6 MILES

DELAWARE, PHILADELPHIA,
MONTGOMERY, AND BUCKS COUNTIES
INDEX MAP

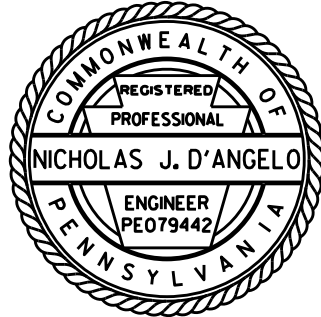


DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	4 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

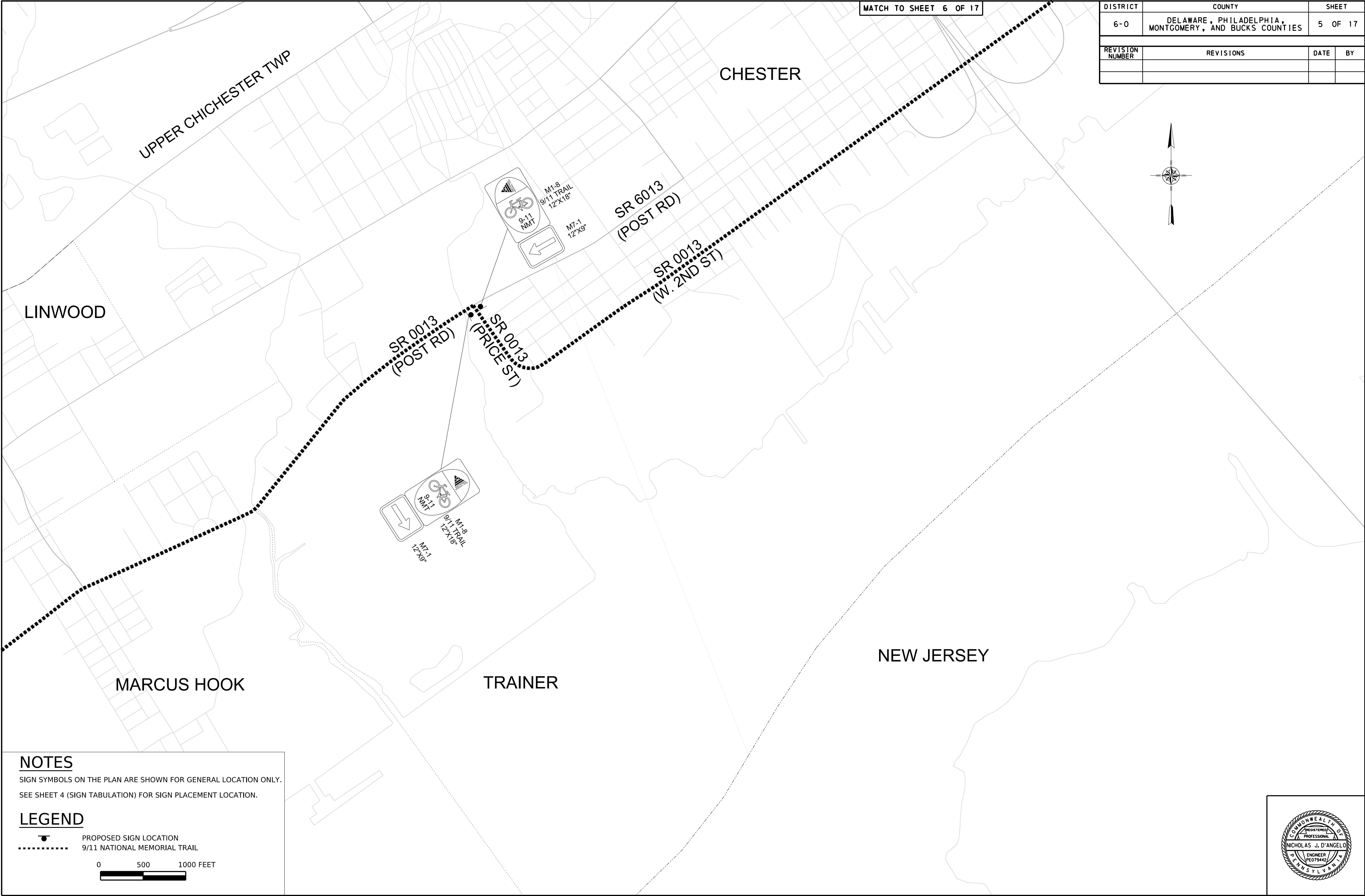
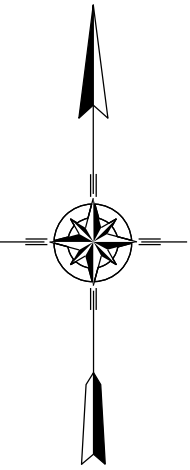
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SIGN TABULATION



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	5 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

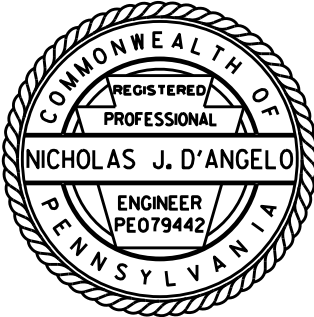


NOTES

SIGN SYMBOLS ON THE PLAN ARE SHOWN FOR GENERAL LOCATION ONLY.
SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	6 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

MATCH TO SHEET 7 OF 17

CHESTER TWP

BROOKHAVEN

PARKSIDE

UPLAND

CHESTER

SR 0013
(MORTON AVE)

SR 0291
(E. 4TH ST)

PENN ST

CONCORD AVE

SR 0013
(W. 3RD ST)

SR 0013
(W. 2ND ST)

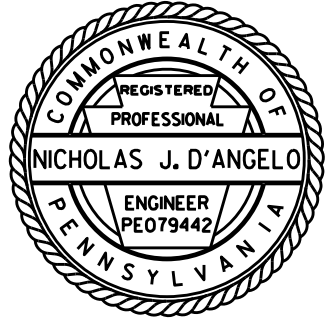
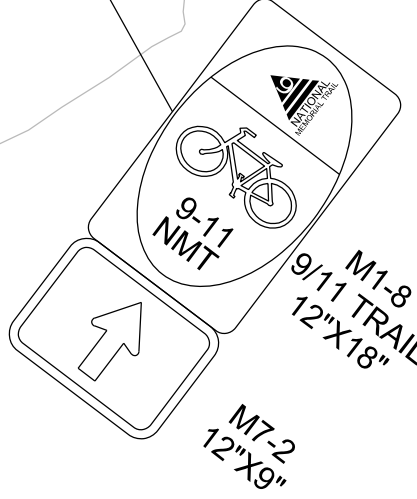
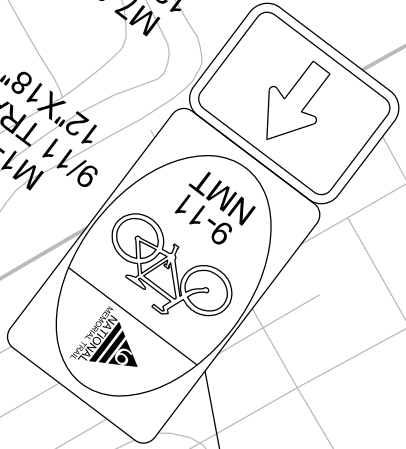
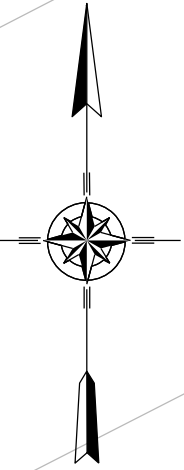
NOTES

SIGN SYMBOLS ON THE PLAN ARE SHOWN FOR GENERAL LOCATION ONLY.
SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND

PROPOSED SIGN LOCATION
9/11 NATIONAL MEMORIAL TRAIL

0 500 1000 FEET



MATCH TO SHEET 5 OF 17

NOTES

SIGN SYMBOLS ON THE PLAN ARE SHOWN FOR GENERAL LOCATION ONLY.
SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND



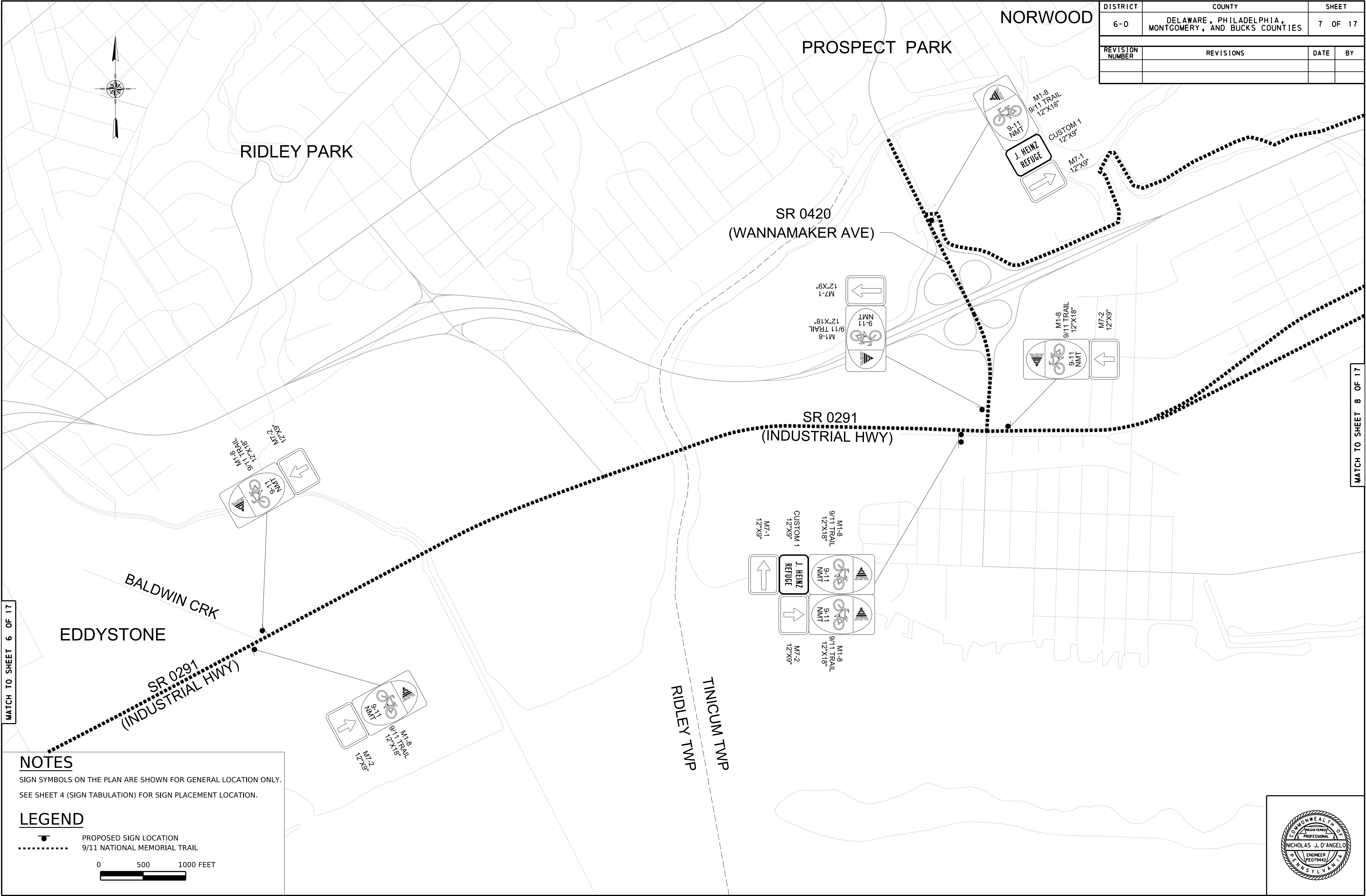
PROPOSED SIGN LOCATION



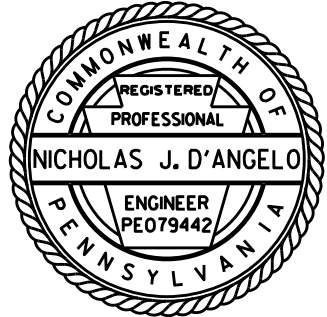
9/11 NATIONAL MEMORIAL TRAIL



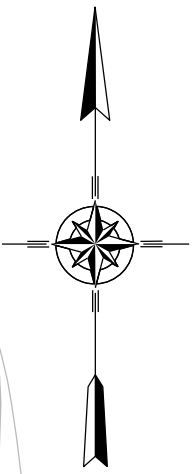
0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	7 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	8 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY



FOLCROFT

JOHN HEINZ
NATIONAL WILDLIFE
REFUGE

SR 0291
BARTRAM AVE

PHILADELPHIA COUNTY
TINICUM TWP

PHILADELPHIA INTERNATIONAL AIRPORT

MATCH TO SHEET 7 OF 17

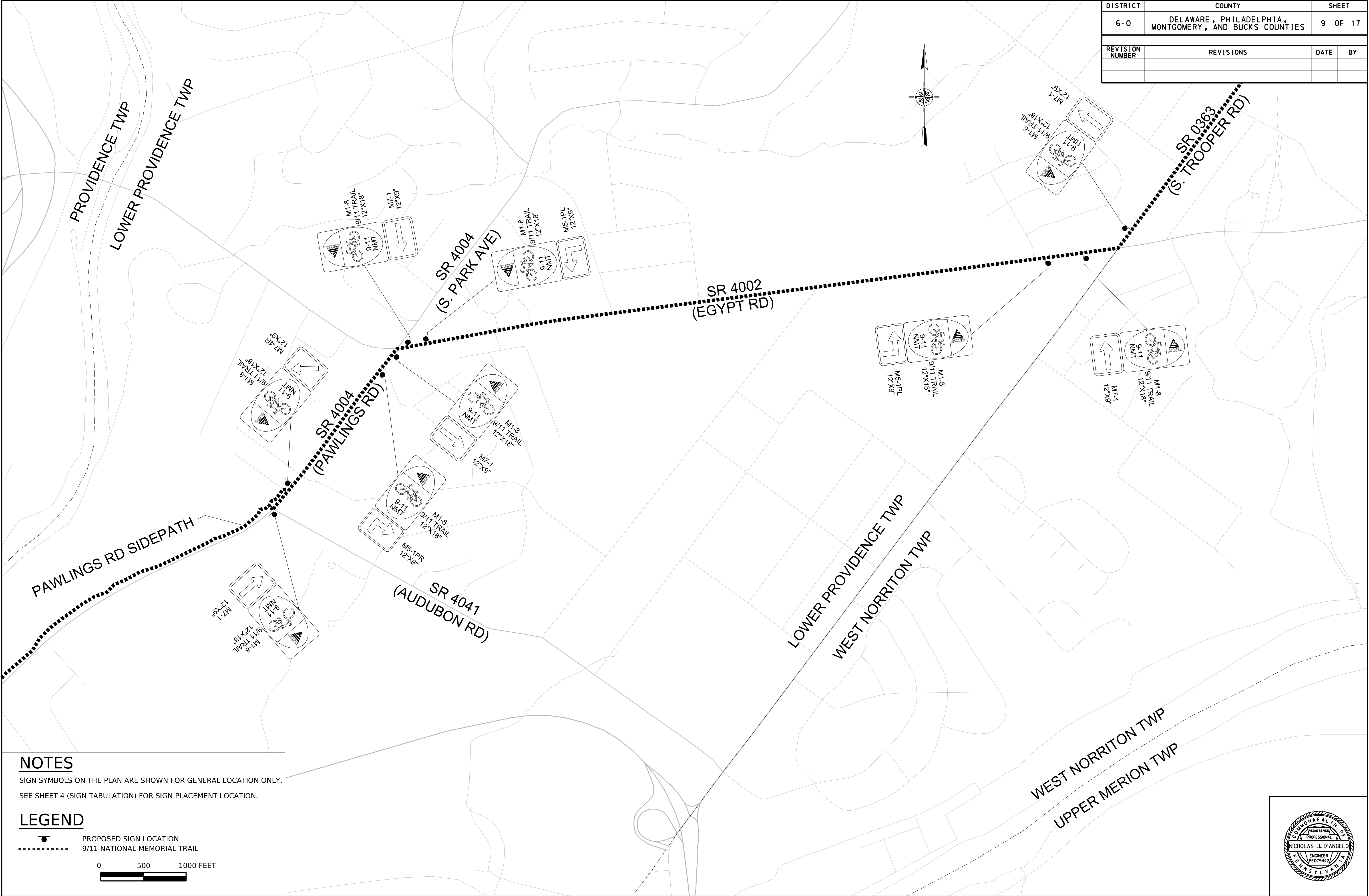
NOTES

SIGN SYMBOLS ON THE PLAN ARE SHOWN FOR GENERAL LOCATION ONLY.
SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND

-
- PROPOSED SIGN LOCATION
9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET

DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	9	OF 17
REVISION NUMBER	REVISIONS	DATE	BY

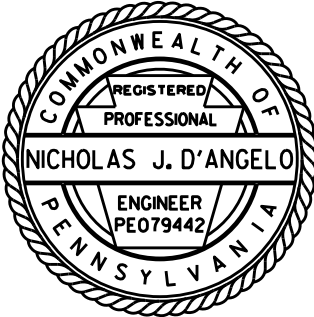


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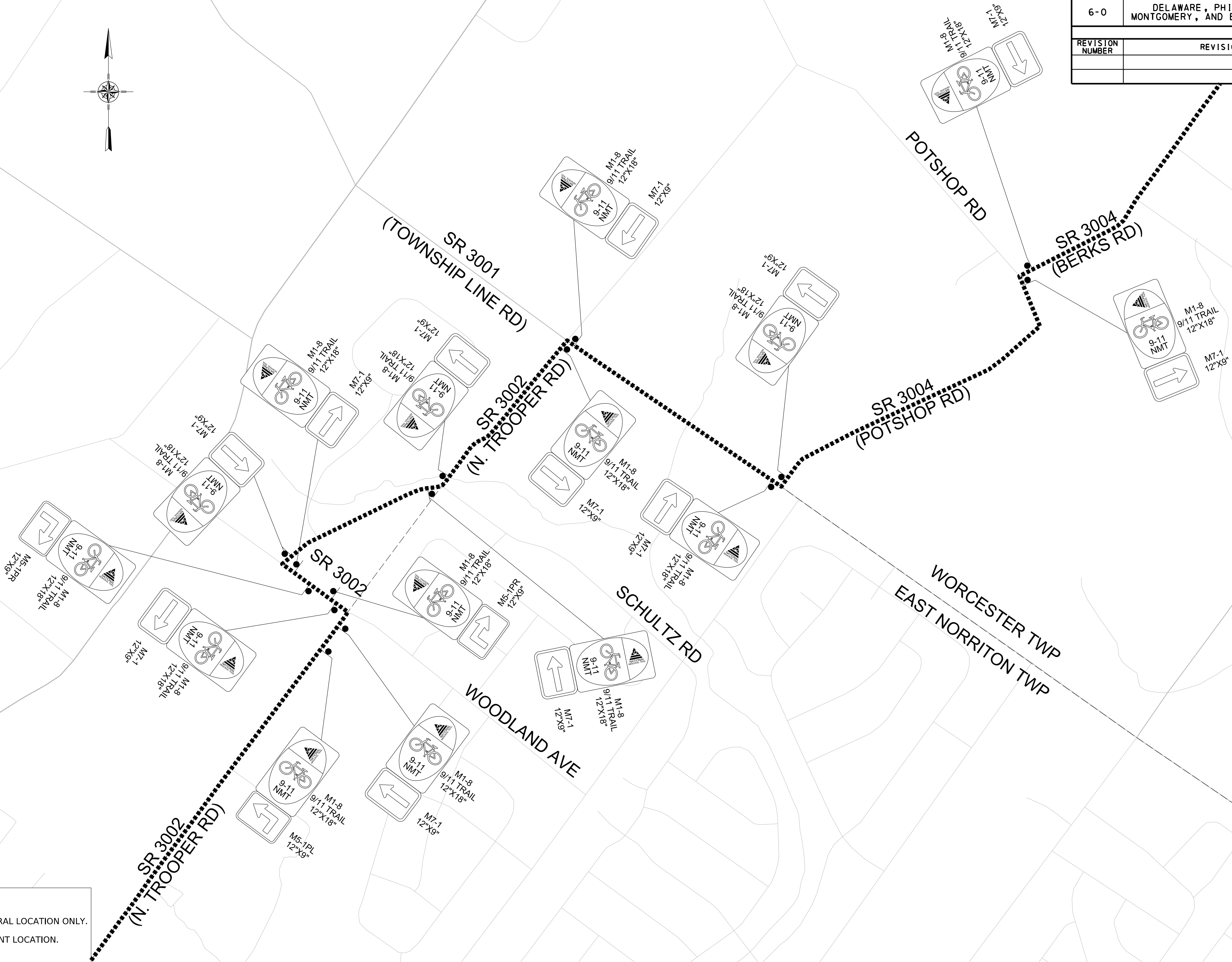
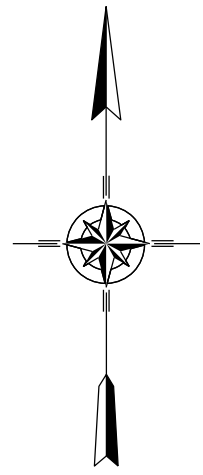
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LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	10 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

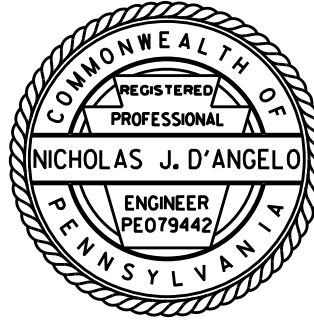


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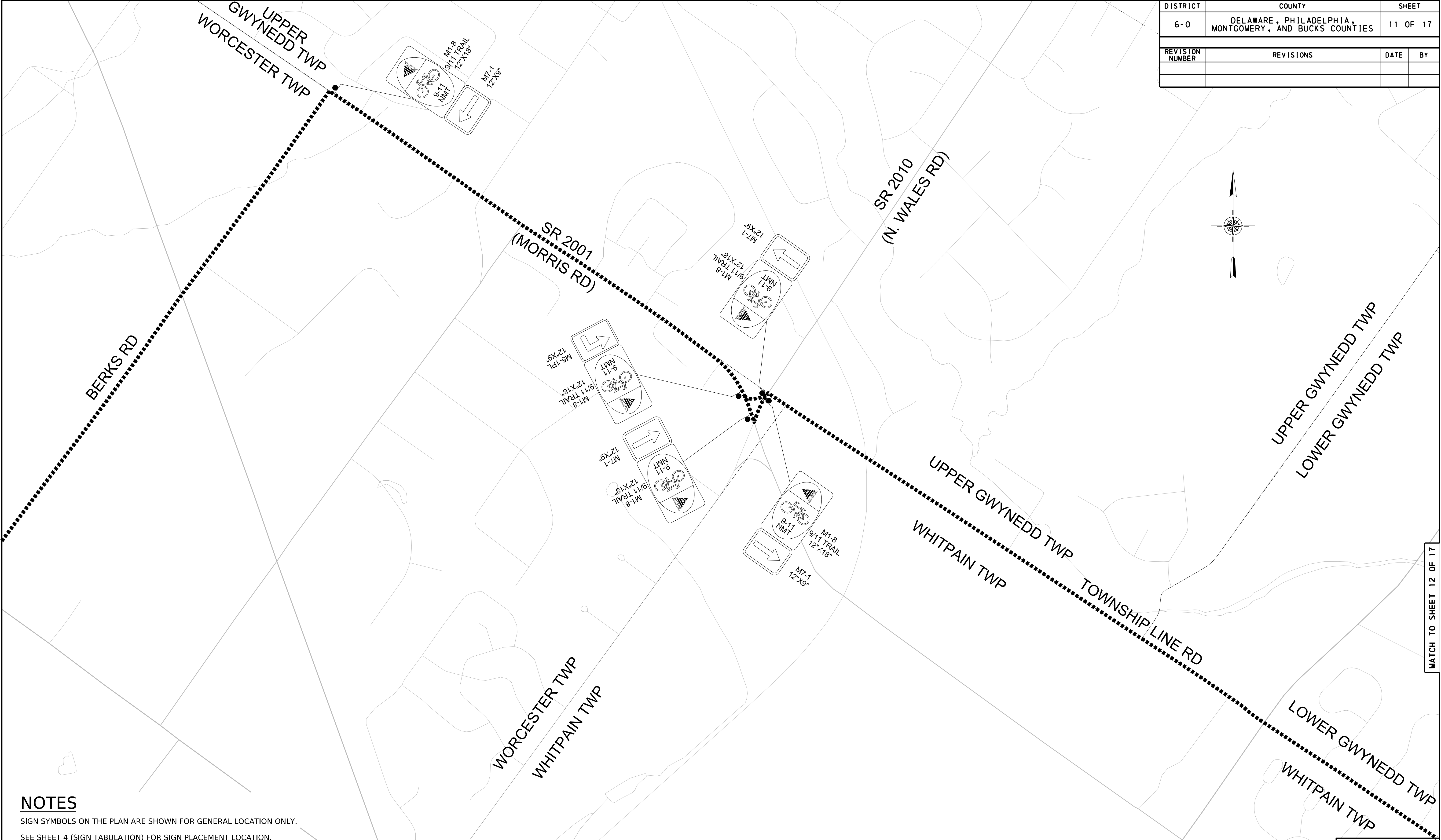
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LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	11 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

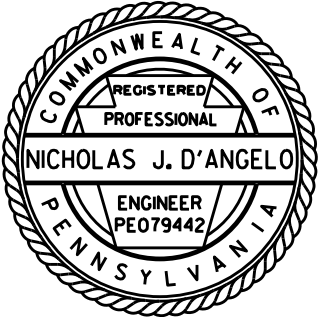


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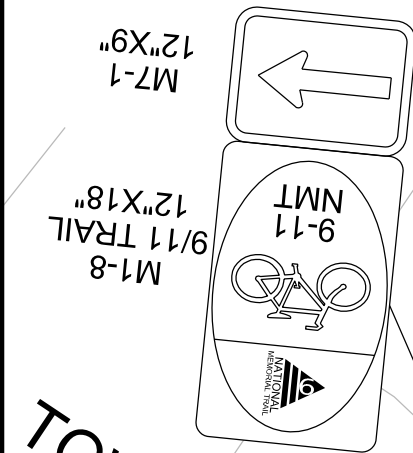
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LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	12 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY



SR 2016
(PLYMOUTH RD)

PLYMOUTH RD

SR 2016
(EVANS RD)

TOWNSHIP LINE RD

LOWER GWYNEDD TWP
WHITPAIN TWP

LOWER GWYNEDD TWP
UPPER DUBLIN TWP

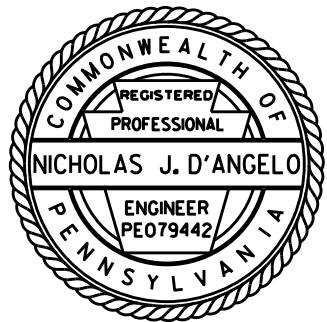
AMBLER

NOTES

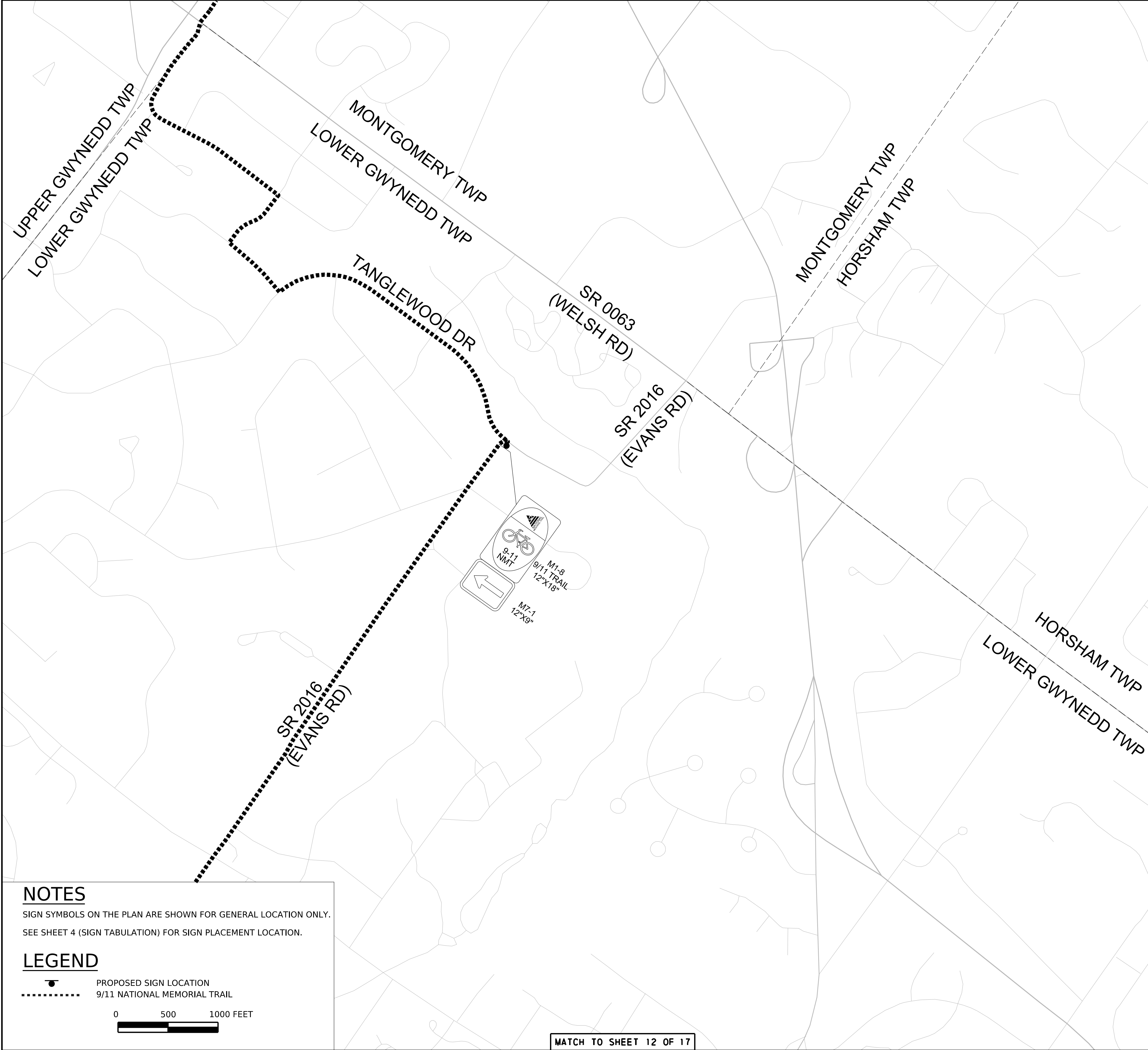
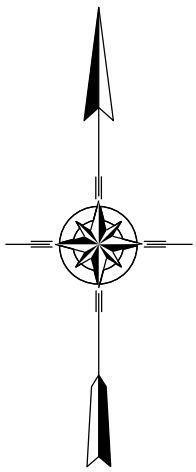
SIGN SYMBOLS ON THE PLAN ARE SHOWN FOR GENERAL LOCATION ONLY.
SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	13 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY



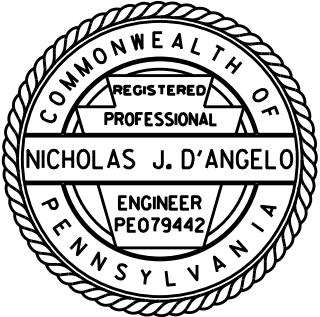
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SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

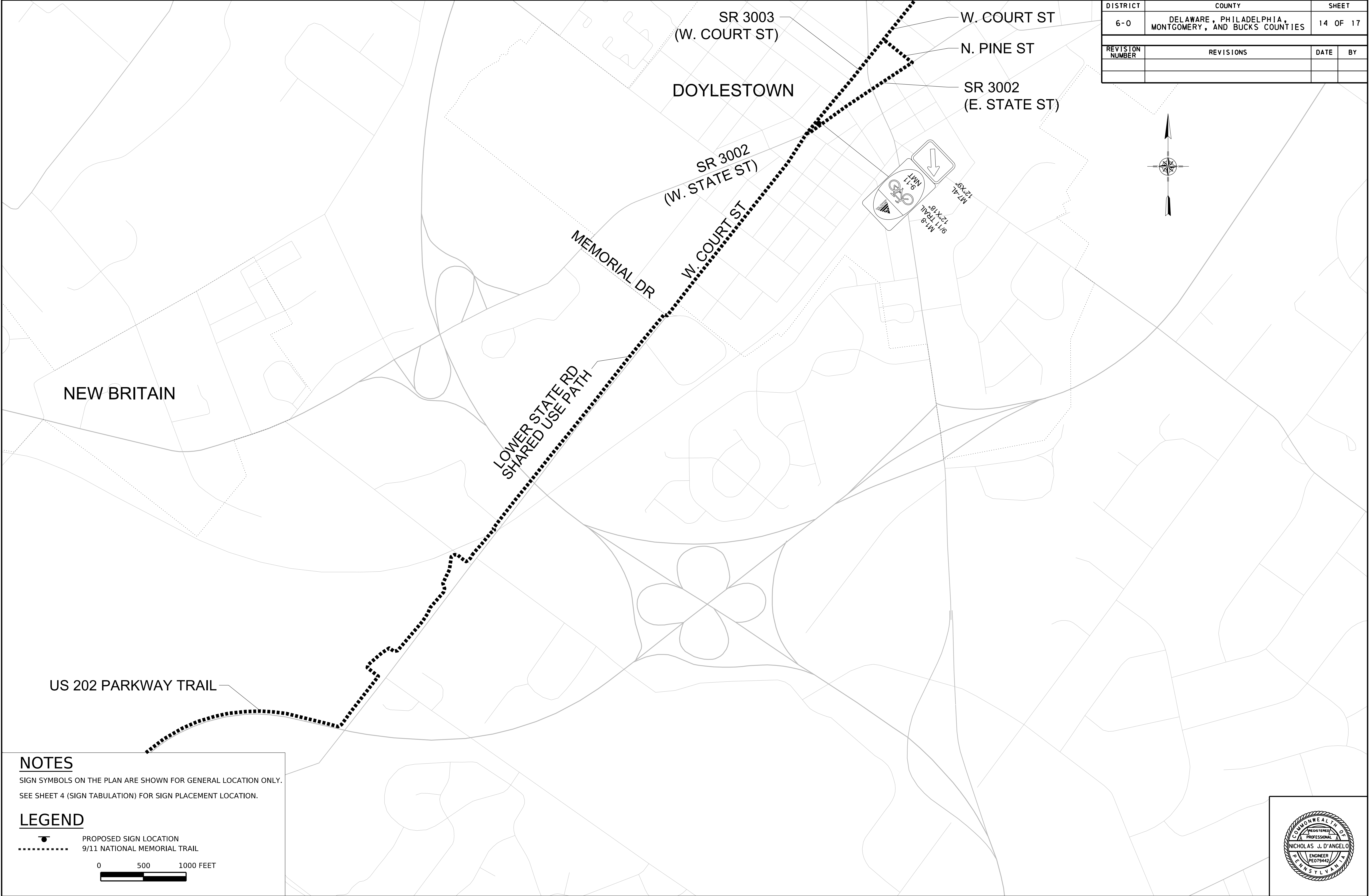
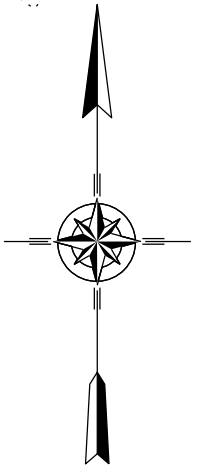
LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET

MATCH TO SHEET 12 OF 17



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	14 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

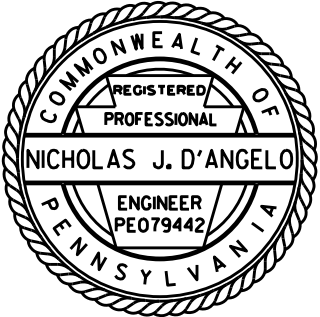


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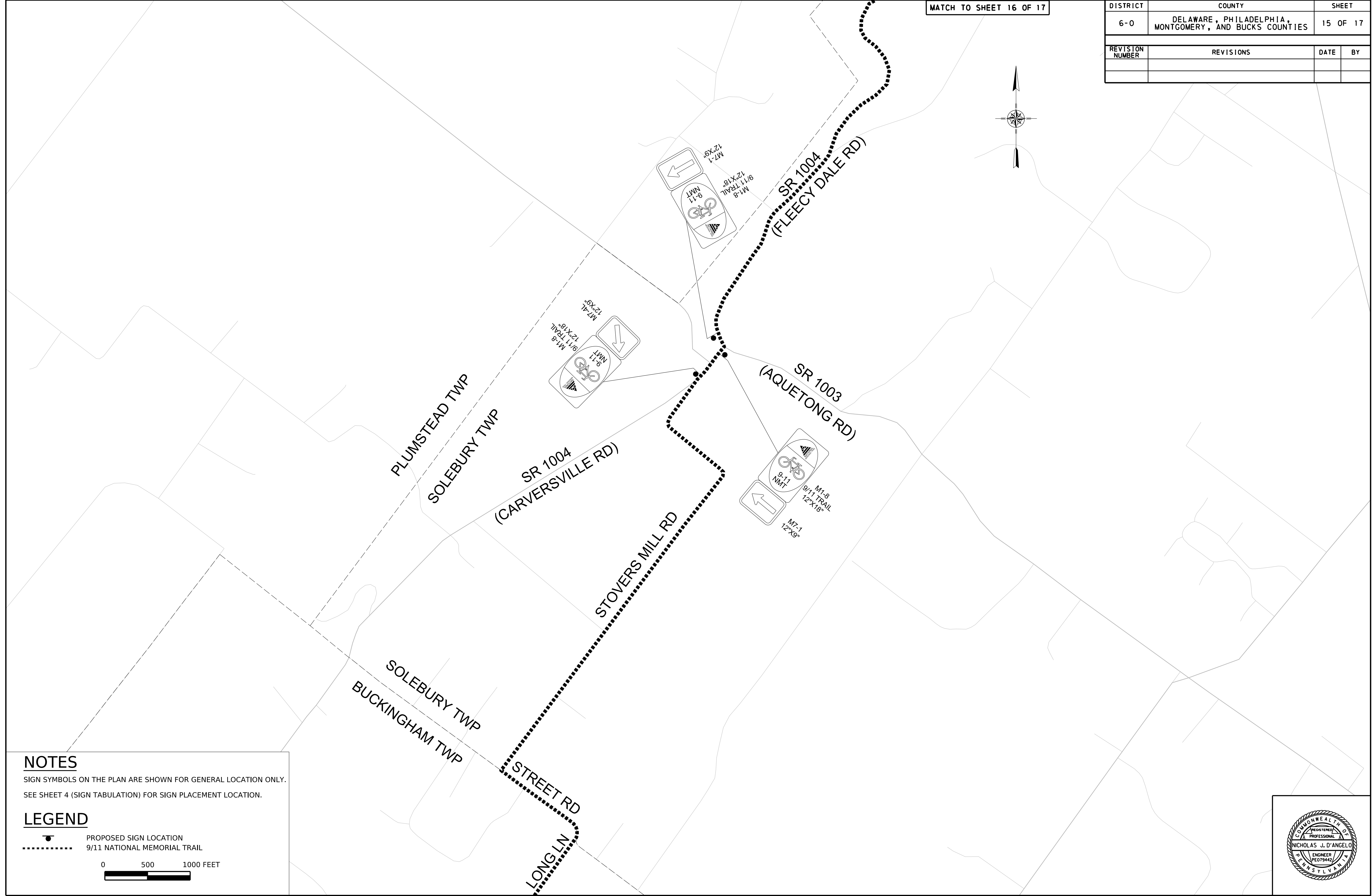
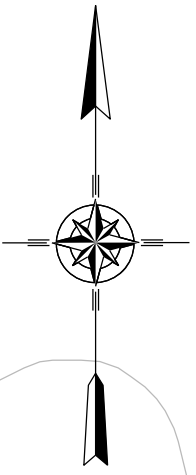
LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



MATCH TO SHEET 16 OF 17

DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	15 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY

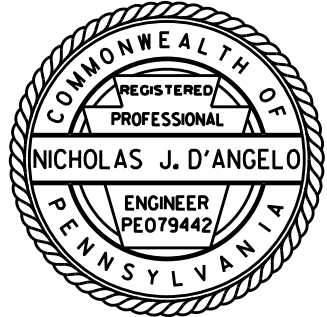


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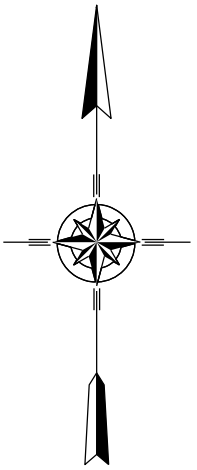
SIGN SYMBOLS ON THE PLAN ARE SHOWN FOR GENERAL LOCATION ONLY.
SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	16 OF 17	
REVISION NUMBER	REVISIONS	DATE	BY



NEW JERSEY

SR 0032
(RIVER RD)

D & L TRAIL

SR 1004
(FLEECY DALE RD)

PLUMSTEAD TWP
SOLEBURY TWP

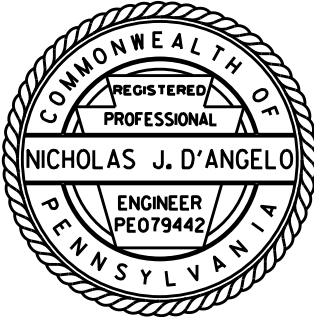
NOTES

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LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET

MATCH TO SHEET 15 OF 17



DISTRICT	COUNTY	SHEET	
6-0	DELAWARE, PHILADELPHIA, MONTGOMERY, AND BUCKS COUNTIES	17	OF 17
REVISION NUMBER	REVISIONS	DATE	BY

NEW JERSEY

D & L TRAIL

UPPER MAKEFIELD TWP

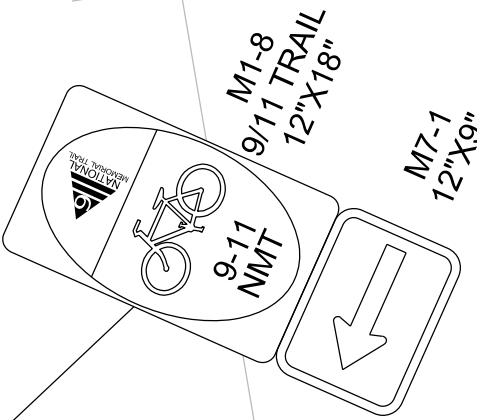
LOWER MAKEFIELD TWP

SR 2075
(DOLLINGTON RD)

SR 2075
(DOLLINGTON RD)

WOODSIDE RD

SR 2075
(DOLLINGTON RD)

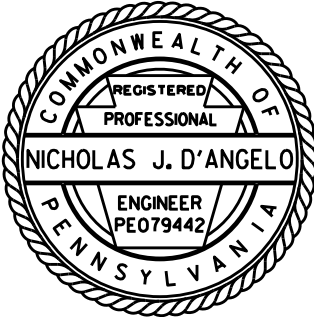


NOTES

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SEE SHEET 4 (SIGN TABULATION) FOR SIGN PLACEMENT LOCATION.

LEGEND

- PROPOSED SIGN LOCATION
 - 9/11 NATIONAL MEMORIAL TRAIL
- 0 500 1000 FEET



A 1,500-mile symbol of national

resiliency & honor

NEW YORK | ARLINGTON | SHANKSVILLE





Where Were You on September 11, 2001?

It's a question that shapes our experience as Americans, much as our grandparents' and parents' remembrances of Pearl Harbor and the death of President Kennedy did decades ago.

Although our efforts working with government officials and generating private support have been successful, congressional support is key to completing the Trail.

Andrew S. Hamilton, *Board September 11th National Memorial Trail Alliance*

An Economic Development Engine for Your State or District

More than 50 percent of the 9/11 National Memorial Trail is off-road. Over the past year, the September 11th National Memorial Trail Alliance has been partnering with federal, state, county, and local officials on 14 projects in an effort to connect more than 30 trails.

Kip Pearson, photographer



Many roads, bridges, and public buildings honor the memories of those who served in World War II and of President John F. Kennedy. In that spirit, it is fitting for us to remember those who lost their lives in the 9/11 terrorist attacks by completing development of the 9/11 National Memorial Trail.

This 1,300-mile network of bicycle and pedestrian trails and greenways connects the three 9/11 national memorials and runs through six states and the District of Columbia to provide unique opportunities for exploration, reflection, education, and celebration.

It allows cyclists, hikers, history buffs, and others to enjoy a network of trails and roadways, and preserves the memories of the fallen heroes who perished on September 11.

Regardless of an individual's interests, understanding of history, age, or physical ability, the 9/11 National Memorial Trail offers something for everyone.

9.11.01

The Alliance is engaged in this noble undertaking because development of the Trail can serve as a reminder of the past, as well as become a catalyst for economic development by encouraging recreational and educational tourism in Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, and Washington, D.C.

In these contentious times, the 9/11 National Memorial Trail represents an opportunity for people of different persuasions to work together toward achieving a common goal and leaving a legacy to future generations.

The 9/11 National Memorial Trail honors those who were lost and celebrates our national resilience, as well as our cultural and industrial heritage.

The September 11th National Memorial Trail

Visit 911Trail.org



Find Your Connection on the 9/11 National Memorial Trail

DELAWARE

- Northern Delaware Greenway Trail

MARYLAND

- 9/11 Memorial of Maryland
- Antietam National Battlefield
- Baltimore and Annapolis Trail
- C&O Canal National Historical Park
- Fort McHenry National Monument and Historic Shrine
- Garden of Remembrance
- Maryland World War II Memorial/Annapolis
- Torrey C. Brown Rail Trail
- Washington, Baltimore, and Annapolis Trail

NEW JERSEY

- Delaware & Raritan Canal State Park Trail
- Delaware Water Gap National Recreation Area
- East Coast Greenway
- Empty Sky Memorial
- Liberty State Park
- Liberty Water Gap Trail
- Morristown National Historical Park
- Paulinskill Valley Trail

NEW YORK

- National September 11 Memorial & Museum

PENNSYLVANIA

- Allegheny Portage Railroad National Historic Site
- Canoe Creek State Park
- Capital Area Greenbelt
- Cumberland Valley Rail Trail
- Delaware & Lehigh River Trail
- Delaware Water Gap National Recreation Area
- Flight 93 National Memorial
- Gettysburg National Military Park
- Great Allegheny Passage
- Horseshoe Curve National Historic Landmark
- Independence Hall
- John Heinz National Wildlife Refuge
- Johnstown Flood National Memorial
- Lebanon Valley Rail Trail
- Lower Trail
- North Central and York County Heritage Trails
- Northwest Lancaster County River Trail
- Path of the Flood Trail
- Schuylkill River Trail
- Schuylkill Valley Heritage Trail
- Switchback Railroad Trail
- Valley Forge National Historical Park
- Washington-Rochambeau Revolutionary Route

VIRGINIA

- Arlington National Cemetery
- Mount Vernon Trail
- Pentagon National Memorial

WASHINGTON, D.C.

- Anacostia Riverwalk Trail
- Lincoln Memorial
- United States Capitol

Memorial Destinations

Flight 93 National Memorial

Located where United Airlines Flight 93 crashed in Shanksville, PA, 80 miles from Pittsburgh, the memorial honors passengers and crew who prevented terrorists from reaching their target.



By Found5dollar—Own work, CC BY-SA 3.0, Wikimedia Commons

National 9/11 Pentagon Memorial

Located immediately southwest of the Pentagon in Arlington County, VA, the memorial remembers the people who died in the building and on American Airlines Flight 77.



By U.S. Navy Photo by Mass Communication Specialist 1st Class Brien Aho. United States Navy, ID 080904-N-5319A-008

National September 11 Memorial & Museum

Located at the World Trade Center site in New York City, the memorial and museum commemorate the September 11, 2001, attacks in which nearly 3,000 people lost their lives.



By NormanB—Own work, CC BY-SA 3.0, Wikimedia Commons

Those who sacrificed their
lives in the September 11th
terrorist attacks shall forever
remain heroes.

By completing the 9/11
National Memorial Trail, we
honor the fallen in a tangible
way that keeps their memories
alive and reaffirms the
greatness of this country.

9/11 National Memorial Trail
P.O. Box 308
New Eagle, PA 15067

911Trail.org

provided in creative partnership with
The Tommy Hillman Project, Zoltun Design, zoltun.com,
and Broudy Printing Inc.



One Hundred Seventeenth Congress of the United States of America

AT THE FIRST SESSION

*Began and held at the City of Washington on Monday,
the fourth day of January, two thousand and twenty-one*

An Act

To designate the September 11th National Memorial Trail Route, and for other purposes.

*Be it enacted by the Senate and House of Representatives of
the United States of America in Congress assembled,*

SECTION 1. SEPTEMBER 11TH NATIONAL MEMORIAL TRAIL ROUTE.

(a) DEFINITIONS.—In this section:

(1) MAP.—The term “Map” means the map entitled “September 11th National Memorial Trail Route Proposed Trail Route,” numbered 669/176,670A, and dated July 2021.

(2) SECRETARY.—The term “Secretary” means the Secretary of the Interior, acting through the Director of the National Park Service.

(3) TRAIL ROUTE.—The term “Trail Route” means the September 11th National Memorial Trail Route designated under subsection (b).

(b) ESTABLISHMENT OF TRAIL ROUTE.—

(1) DESIGNATION.—There is designated a Trail Route, to be known as the “September 11th National Memorial Trail Route”, to link the National 9/11 Memorial and Museum in New York City, the National 9/11 Pentagon Memorial in Arlington, Virginia, and the Flight 93 National Memorial in Somerset County, Pennsylvania. The September 11th National Memorial Trail Route shall—

(A) provide for a tribute to the family members and loved ones who were victims of the attack and the heroes of September 11th, including the first responders in the days, weeks, and months after the attack;

(B) be a trail of remembrance to honor the fallen in a tangible way that keeps their memories alive and reaffirms the exceptionalism of our country; and

(C) be a celebration of our Nation’s resilience and perseverance since September 11, 2001.

(2) ROUTE.—

(A) IN GENERAL.—The Trail Route shall consist of a series of trails as generally depicted on the Map.

(B) AVAILABILITY OF MAP.—The Map shall be available in the appropriate offices of the National Park Service.

(C) REVISION.—The Secretary may revise the Map by publication in the Federal Register of a notice of availability of a new Map.

(c) ADMINISTRATION.—The Trail Route program shall be administered by the Secretary in consultation with the affected landowners, including any Federal, State, Tribal or local agencies

that manage the affected lands, but shall not be considered to be a unit of the National Park System or a part of the National Trail System.

(d) **ACTIVITIES.**—To facilitate the administration of the Trail Route program and the dissemination of information regarding the Trail Route, the Secretary shall—

(1) produce and disseminate appropriate educational materials regarding the Trail Route, such as handbooks, maps, exhibits, signs, interpretive guides, electronic information, and other interpretive materials;

(2) coordinate the management and planning of the Trail Route with participating property owners, other Federal agencies, State, Tribal, and local governments, and nonprofit entities;

(3) create and adopt an official, uniform symbol or device to mark the Trail Route;

(4) issue guidelines for the use of the symbol or device adopted under paragraph (3); and

(5) if deemed appropriate by the Secretary, authorize signage on lands managed by the General Services Administration or the National Park Service in the District of Columbia and its environs, without regard to the requirements of the Commemorative Works Act (40 U.S.C. 8901).

(e) **AGREEMENTS.**—To ensure effective coordination of the Federal and non-Federal properties along the Trail Route, the Secretary may enter into agreements with, and provide technical and financial assistance to, other Federal agencies, the State, localities, regional governmental bodies, and private entities.

Nancy Pelosi

Speaker of the House of Representatives.

APPROVED

OCT 13 2021

Pat Leahy

Vice-President of the United States and

President of the Senate.

pro tempore

Josh R. Biden, Jr.



GOVERNOR JOSH SHAPIRO

FOR IMMEDIATE RELEASE

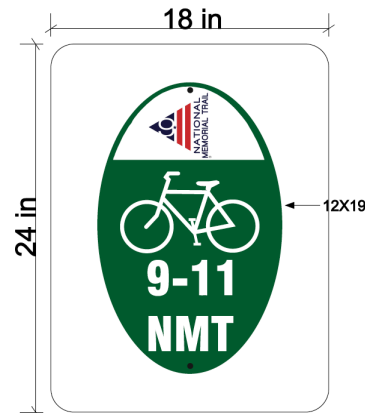
Wednesday, September 10, 2025

MEDIA CONTACT:

Governor's Press Office, ra-gvgovpress@pa.gov

Shapiro Administration Working to Establish 9/11 National Memorial Trail Across Pennsylvania Ahead of 25th Anniversary of September 11th Next Year

Pennsylvania's Department of Transportation (PennDOT) and Department of Conservation and Natural Resources (DCNR) are working with local governments to add signage through 25 counties and 129 municipalities as part of the [1,500-mile trail](#) linking the World Trade Center, the Pentagon, and the Flight 93 Memorial in Somerset County.



Harrisburg, PA – The Shapiro Administration is inviting Pennsylvania communities to join the September 11th National Memorial Trail Alliance in honoring the heroes and

events of September 11, 2001. Leading up to the 25th anniversary in 2026, **Governor Josh Shapiro** has directed the **Pennsylvania Departments of Transportation (PennDOT)** and **Conservation and Natural Resources (DCNR)** to work with local governments to designate on-road and off-road segments as part of the [1,500-mile trail](#) linking the World Trade Center, the Pentagon, and the Flight 93 Memorial in Somerset County. The Shapiro Administration has sent letters to over 100 municipalities to encourage them to join this effort.

The 9/11 National Memorial Trail passes through 25 Pennsylvania counties and 129 municipalities. Communities can view the trail's path, including its route through their area, on the Alliance's website at 911trail.org. The Alliance has made significant progress developing the trail route, working with PennDOT to identify locations for nearly 750 signs that will aid navigation along roughly 900 miles of trail in Pennsylvania.

The signs range from 18x12 to 24x18 inches depending on location, and feature the National Memorial Trail logo, a bicycle symbol, and "9-11 NMT." The Shapiro Administration is supporting this work so that signage along the full length of the trail in Pennsylvania is complete ahead of the 25th anniversary.

"Pennsylvania is proud to honor the heroes who ran towards danger to keep Americans safe and remember the lives lost on September 11, 2001," said **Governor Shapiro**. "The 9/11 National Memorial Trail provides a meaningful way for communities across our Commonwealth to connect, reflect, and pay tribute. By completing this trail, we ensure that residents and visitors alike can walk, bike, and explore while remembering the courage, sacrifice, and resilience that defines our nation."

"The September 11 National Memorial Trail represents the life my daughter, Deora, and I had – we loved spending time together in nature," said **Debby Borza, Board Member, 9/11 National Memorial Trail Alliance**. "The trail gives families like mine the opportunity to walk the path and remember our loved ones that we lost on September 11, 2001, and enjoy the beauty of Pennsylvania. My hope is that it continues to serve as a place of reflection and education. With the signs we hope to place along the path, everyone who walks, hikes, cycles, or visits will be reminded of its significance and honor those we lost."

PennDOT has approved signage plans for several counties and is actively developing plans for the remaining on-road sections across state-owned roadways. Signs, provided and installed by the Alliance, range from 18x12 to 24x18 inches depending on location, and feature the National Memorial Trail logo, a bicycle symbol, and "9-11 NMT."

"Governor Shapiro knows that trails are a huge asset to Pennsylvania's economy and quality of life," said **PennDOT Secretary Mike Carroll**. "I'm proud that PennDOT is helping the Commonwealth commemorate its significant role in this chapter of American history. We are installing lasting reminders of the heroes and those we lost nearly 25 years ago."

The 9/11 National Memorial Trail is marked with signs provided and installed by the Alliance, featuring the National Memorial Trail logo, a bicycle symbol, and “9-11 NMT.”

DCNR has contributed nearly \$1 million in grants through the [Community Conservation Partnerships Program \(C2P2\)](#) to complete and improve trail sections in Pennsylvania.

“Trails connect communities, landscapes, memorials, and historic places,” said **DCNR Secretary Cindy Adams Dunn**. “The 9/11 National Memorial Trail promotes health, supports the economy, and serves as a tribute to the fallen and first responders, offering an opportunity to reflect on the events that forever changed our nation.”

Pennsylvania boasts more than 12,000 miles of trails. The 9/11 National Memorial Trail includes a portion of the Great Allegheny Passage, a 150-mile rail trail that generates more than \$120 million in economic impact annually in southwestern Pennsylvania.

As the 25th anniversary of 9/11 approaches next year, the Shapiro Administration encourages communities across Pennsylvania to engage with the trail — walking, biking, or visiting its markers — to honor the lives lost and heroes who responded on September 11, 2001. This effort ensures that the trail not only serves as a path through Pennsylvania’s landscapes but also as a lasting tribute, connecting residents and visitors to the history, resilience, and shared memory of that day.

#

To: Board of Supervisors
From: John L. Farrell, Project Manager & EMC
Date: August 25, 2026
Re: Proposed Memorial Playground at Ingersoll Park – Next Steps



Recommended action: Award the bid for demolition of the McCormick House, 409 Old Penllyn Pike, to BRB Contractors for \$38,050.

The bid opening for the demolition of the McCormick House was held on August 13, 2026. The bid includes the demolition of the house, as well as a provision to save 25 cubic yards of stone from the original building, which will be used in the construction of the new memorial play area.

The Township received bids from 10 entities. The prices ranged from \$38,050 to \$177,000. The bids have been reviewed by Gilmore & Associates, and they have recommended awarding the bid to the lowest bidder, BRB Contractors. Staff concur with this recommendation and ask that the Board award the bid to BRB.

The budget for the Historic Schoolhouse Memorial Play Area, as created for the Greenways, Trails, and Recreation Program grant, includes an allocation of \$94,725 for the asbestos remediation and demolition. The combined asbestos remediation/air monitoring costs (previously approved by the Board for \$24,700) and demolition cost (\$38,050) total \$62,750. This is approximately 34% below the budgeted cost.



August 19, 2026

File No. 999-1022-02-A

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

Reference: Ingersoll Park – McCormick House Demolition
Bid Award Recommendation

Dear Ms. Gleason:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the ten (10) bids submitted for the above-referenced project. (A copy of the complete bid tabulation has been attached for your review.)

Upon review, we have determined that BRB Contractors, Inc. is the low bidder for the project. All the required bid documents were properly completed, and a Bid Bond was included. We have worked with BRB Contractors, Inc., on similar projects in other municipalities and feel comfortable they are capable of handling this project.

As such, we recommend that the contract for the McCormick House Demolition project be awarded to **BRB Contractors, Inc.**, in the amount of **\$38,050.00**.

If you have any questions regarding the above, please contact this office.

Sincerely,

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

EB/sl

Enclosure: As referenced

cc: John Farrell, Project Manager & Emergency Management Coordinator
Fred Zollers, Public Works Director
Jamie Worman, Assistant Manager
Neil A Stein, Esq., Township Solicitor.
James Hersh, P.E., Vice President, Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
BID TABULATION

CLIENT:

Lower Gwynedd Township

PROJECT NAME:

McCormick House Demolition

PROJECT NUMBER:

24-00663

PROJECT BID DATE:

8/13/2026

BRB Contractors
204 Airport Road
Pottstown, PA 19464

484-614-0006

Victory Gardens, Inc.
424 Easton Road
Warrington, PA 18976

215-603-0500

Stonewood Landshaping, Inc.
358 E. 6th Street
Red Hill, PA 18076

610-721-2447

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID								
1	Establish & Maintain E&S Controls	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
2	Establish & Maintain 6'-high chain link fence around work area	1	LS	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
3	Demolition & Disposal Existing House (See Measurement and Payment for Details)	1	LS	\$26,000.00	\$26,000.00	\$32,600.00	\$32,600.00	\$30,000.00	\$30,000.00
4	Selective Demolition of Basement Walls (See Measurement and Payment for Details)	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00
5	Demolition & Disposal of Paved Parking Areas	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
6	Demolition & Disposal of All Other Structures, Walkways, Patios, Stairs, Porch, Mailbox, Post Light, Etc.	1	LS	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$2,000.00	\$2,000.00
7	Demo Top of Cistern and Fill with Stone	2	EA	\$150.00	\$300.00	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00
8	Remove 20" Tree & Stump, including all Shrubs	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
9	Site Grading	1	LS	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
10	Site Restoration (6" Topsoil, Fine Grading, Seeding)	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00
	Total Amount Base Bid, Based on Estimated Quantities, for Items #1-#10, Inclusive			\$38,050.00		\$46,050.00		\$57,500.00	

TOTAL PROJECT COST

\$38,050.00

\$46,050.00

\$57,500.00



GILMORE & ASSOCIATES, INC.
BID TABULATION

CLIENT:

Lower Gwynedd Township

PROJECT NAME:

McCormick House Demolition

PROJECT NUMBER:

24-00663

PROJECT BID DATE:

8/13/2026

Davidheiser Construction Services
321 W. 6th Street
East Greenville, PA 18041

610-680-8738

James R. Kenney Excavating, Inc.
3950 Germantown Pike
Collegeville, PA 19426

Associated Paving Contractors, Inc.
1525 Campus Drive
Warminster, PA 18974

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID								
1	Establish & Maintain E&S Controls	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$11,400.00	\$11,400.00
2	Establish & Maintain 6'-high chain link fence around work area	1	LS	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00	\$4,000.00	\$4,000.00
3	Demolition & Disposal Existing House (See Measurement and Payment for Details)	1	LS	\$22,500.00	\$22,500.00	\$38,000.00	\$38,000.00	\$68,000.00	\$68,000.00
4	Selective Demolition of Basement Walls (See Measurement and Payment for Details)	1	LS	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00
5	Demolition & Disposal of Paved Parking Areas	1	LS	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00
6	Demolition & Disposal of All Other Structures, Walkways, Patios, Stairs, Porch, Mailbox, Post Light, Etc.	1	LS	\$4,800.00	\$4,800.00	\$3,000.00	\$3,000.00	\$4,800.00	\$4,800.00
7	Demo Top of Cistern and Fill with Stone	2	EA	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
8	Remove 20" Tree & Stump, including all Shrubs	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00
9	Site Grading	1	LS	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00
10	Site Restoration (6" Topsoil, Fine Grading, Seeding)	1	LS	\$16,500.00	\$16,500.00	\$2,000.00	\$2,000.00	\$8,650.00	\$8,650.00
	Total Amount Base Bid, Based on Estimated Quantities, for Items #1-#10, Inclusive			\$68,800.00		\$78,000.00		\$114,650.00	

TOTAL PROJECT COST

\$68,800.00

\$78,000.00

\$114,650.00



GILMORE & ASSOCIATES, INC.
BID TABULATION

CLIENT:

Lower Gwynedd Township

PROJECT NAME:

McCormick House Demolition

PROJECT NUMBER:

24-00663

PROJECT BID DATE:

8/13/2026

Northeast Environmental
& Construction
2050 Silverwood Drive
Newtown, PA 18940
215-475-2126

Dependable Construction of DE
300 Cornell Drive, Suite 2A
Wilmington DE, 19801
302-421-9152

Unlimited Construction Solutions
4910 Simpson Ferry Road
Mechanicsburg, PA 17050
717-750-3800

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID								
1	Establish & Maintain E&S Controls	1	LS	\$5,000.00	\$5,000.00	\$5,092.00	\$5,092.00	\$2,485.00	\$2,485.00
2	Establish & Maintain 6'-high chain link fence around work area	1	LS	\$3,000.00	\$3,000.00	\$7,838.40	\$7,838.40	\$4,867.00	\$4,867.00
3	Demolition & Disposal Existing House (See Measurement and Payment for Details)	1	LS	\$65,400.00	\$65,400.00	\$58,958.00	\$58,958.00	\$62,277.00	\$62,277.00
4	Selective Demolition of Basement Walls (See Measurement and Payment for Details)	1	LS	\$7,500.00	\$7,500.00	\$25,124.00	\$25,124.00	\$9,041.00	\$9,041.00
5	Demolition & Disposal of Paved Parking Areas	1	LS	\$7,500.00	\$7,500.00	\$8,801.00	\$8,801.00	\$5,827.00	\$5,827.00
6	Demolition & Disposal of All Other Structures, Walkways, Patios, Stairs, Porch, Mailbox, Post Light, Etc.	1	LS	\$6,590.00	\$6,590.00	\$3,640.00	\$3,640.00	\$6,584.00	\$6,584.00
7	Demo Top of Cistern and Fill with Stone	2	EA	\$3,000.00	\$6,000.00	\$4,427.00	\$8,854.00	\$2,581.00	\$5,162.00
8	Remove 20" Tree & Stump, including all Shrubs	1	LS	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$3,348.00	\$3,348.00
9	Site Grading	1	LS	\$7,000.00	\$7,000.00	\$6,038.00	\$6,038.00	\$63,052.00	\$63,052.00
10	Site Restoration (6" Topsoil, Fine Grading, Seeding)	1	LS	\$5,500.00	\$5,500.00	\$18,580.00	\$18,580.00	\$7,227.00	\$7,227.00
	Total Amount Base Bid, Based on Estimated Quantities, for Items #1-#10, Inclusive			\$118,990.00		\$144,925.40		\$169,870.00	

TOTAL PROJECT COST

\$118,990.00

\$144,925.40

\$169,870.00



GILMORE & ASSOCIATES, INC.
BID TABULATION

CLIENT:

Lower Gwynedd Township

PROJECT NAME:

McCormick House Demolition

PROJECT NUMBER:

24-00663

PROJECT BID DATE:

8/13/2026

Hursh Mulch Products, LLC
265 Hahnstown Road
Ephrata, PA 17522

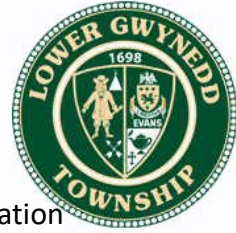
717-587-0088

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL
	BASE BID				
1	Establish & Maintain E&S Controls	1	LS	\$10,908.68	\$10,908.68
2	Establish & Maintain 6'-high chain link fence around work area	1	LS	\$7,000.00	\$7,000.00
3	Demolition & Disposal Existing House (See Measurement and Payment for Details)	1	LS	\$60,000.00	\$60,000.00
4	Selective Demolition of Basement Walls (See Measurement and Payment for Details)	1	LS	\$20,000.00	\$20,000.00
5	Demolition & Disposal of Paved Parking Areas	1	LS	\$7,000.00	\$7,000.00
6	Demolition & Disposal of All Other Structures, Walkways, Patios, Stairs, Porch, Mailbox, Post Light, Etc.	1	LS	\$12,000.00	\$12,000.00
7	Demo Top of Cistern and Fill with Stone	2	EA	\$3,045.66	\$6,091.32
8	Remove 20" Tree & Stump, including all Shrubs	1	LS	\$4,500.00	\$4,500.00
9	Site Grading	1	LS	\$16,500.00	\$16,500.00
10	Site Restoration (6" Topsoil, Fine Grading, Seeding)	1	LS	\$33,000.00	\$33,000.00
	Total Amount Base Bid, Based on Estimated Quantities, for Items #1-#10, Inclusive			\$177,000.00	

TOTAL PROJECT COST

\$177,000.00

To: Board of Supervisors
From: John L. Farrell, Project Manager & EMC 
Date: August 25, 2026
Re: Public Works Building – Geotechnical Study & Phase II Authorization



Recommended action: Authorize Gilmore & Associates to conduct a geotechnical study and Phase II Environmental Site Assessment of 101 Moore Drive for \$48,300, as part of the design process for the new Public Works facility.

As the design phase of the new Public Works facility progresses, the team needs additional data about the composition of the land at the site. This will be accomplished by conducting a geotechnical study, which will evaluate the soil and subsurface conditions at the building site before construction begins. This test is critical because subsurface conditions can vary significantly across a site. Identifying unsuitable soils, groundwater, fill, expansive or compressible soils, or other potential issues before construction will allow the design team to address them early in the process.

The study will be conducted by Gilmore & Associates, the site civil engineer for the project. As part of the scope, they will review available site and geological information and perform field investigations, including drilling test borings, collecting soil samples, and conducting testing. They will evaluate the soil types, depth to groundwater, and other subsurface conditions relevant to the proposed building and site improvements. Based on these findings, they will provide recommendations for design and construction of earthwork, building foundations, on-grade floor slabs, site retaining walls and seismic site class.

The proposal also includes a Phase II Environmental Site Assessment (ESA). The Phase II is being triggered by the results of a Phase I ESA that was conducted in 2025, which suggested that the land had been used for agricultural purposes in the past, and may contain pesticides. Testing at the same time as the geotechnical study will reduce cost and provide information that for the assembly of the bid package for site work.

Boyle Construction, the project's construction manager, reviewed the proposal and recommends authorizing Gilmore & Associates to perform the study and assessment. Staff concurs with this recommendation.



SERVICES AGREEMENT

File No.: 25-00182

**Geotechnical & Environmental Services
Lower Gwynedd Township New Public Works Facility
Lower Gwynedd Township, Montgomery County, PA**

This Agreement is made on **July 30, 2026**, by and between: **Lower Gwynedd Township, Attn: John Farrell, Project Manager, Emergency Management Coordinator, (CLIENT)**, and **Gilmore & Associates, Inc., 65 E. Butler Ave, Suite 100, New Britain, PA 18901, Attn: Trevor Woodward, P.G., Geotechnical Services Manager (ENGINEER)**. The parties agree as follows:

1. Project Understanding and Scope of Services: Based on conceptual drawings submitted to Gilmore and Associates, Inc. (G&A), the client is proposing an approximately 11,300 square foot public works facility, a 27,700 large vehicle and equipment building, drive lanes, a salt and trailer shed, and associated paved parking areas, drive lanes, and utilities. The Client is also proposing retaining walls to establish site grades and a fuel depot pad within the paved area. To aid the client, G&A will perform a geotechnical evaluation of the site. In addition, G&A will provide Environmental Services associated with Phase II sampling and reporting as described below.

2. ENGINEER agrees to provide the following Services:

I. Geotechnical Study

A. Field Study

1. Field services will include a PA One Call notification, mobilization of track-mounted drilling equipment to the site, and a five (5) field day investigation. The quantity of borings and testing locations were selected based on requests by the project contractor, architect, and structural engineer. The scope includes up to thirty-one (31) total borings, or up to 500 total linear feet of drilling with a hollow stem auger, according to the following drilling schedule:
 - Up to nine (9) borings will be advanced in support of the design team's proposed retaining walls, fuel depot pad, and parking areas.
 - Up to nine (9) borings will be advanced within the footprint of the proposed 11,300 square foot public works facility.
 - Up to nine (9) borings will be advanced within the footprint of the proposed 27,700 large vehicle and equipment building.
 - Up to four (4) borings will be advanced within the footprint of the proposed salt and trailer shed.

Test borings will not be terminated in soft or loose soil or fill materials; therefore, additional earth drilling may be required. If intact bedrock is encountered, select rock cores will be collected from proposed basement or deep excavation areas. If additional private utility location efforts are required, they can be provided, if requested, for an additional fee. Requested additional days will be charged at a Full-Day Rate (up to 8 hours on site) or a Half-Day Rate (up to 4 hours on site), as outlined in the

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | 215.345.4330 | 215.345.8606
12 Terry Drive | Suite 205 | Newtown, PA 18940 | 215.369.3955 | 610.968.1829
401 Plymouth Road | Suite 150 | Plymouth Meeting, PA 19462 | 610.489.4949 | 610.489.8447
3850 Sierra Circle | Suite 100 | Center Valley, PA 18034 | 610.366.8064 | 610.366.0433
One Penn Center at Suburban Station | 1617 JFK Boulevard | Suite 425 | Philadelphia, PA 19103 | 215.687.4246 | 215.564.1780

www.gilmore-assoc.com

Fee Estimate below. All extra field days will be coordinated with and approved by the Client prior to performing the work.

2. Split-Spoon Sampling for the test borings will be performed in accordance with the Standard Penetration Test, ASTM D1586. Test locations will be staked out by G&A using GPS equipment prior to the field study.
3. During the field study, a representative of G&A will be onsite to observe the site conditions and to document the results of the drilling efforts on test boring logs. If encountered, groundwater measurements will be recorded. All holes will be filled in with soil cuttings prior to departing the site. Additional restoration services are excluded.

B. Laboratory Testing

Services will include the laboratory analysis of ten (10) representative soil samples from the field study for USCS Classification purposes. Testing will include determinations of moisture content, grain size distribution, and Atterberg Limits (plasticity), as appropriate. Testing will be performed in accordance with applicable ASTM standards.

C. Engineering Analysis & Geotechnical Report

Services will include engineering analysis and preparation of a Geotechnical Report. The report will provide a description of the site and a discussion of the subsurface/geologic conditions as they relate to design and construction of the proposed site improvements. The report will include recommendations for design and construction of earthwork, building foundations, on-grade floor slabs, site retaining walls and seismic site class. Additionally, the reports will include a Test Boring Location Plan, Test Boring Logs and laboratory testing data. The Geotechnical Report will be signed and sealed by a Licensed Geotechnical Professional.

II. Environmental Services

A. Phase II Environmental Site Assessment

This Phase II Environmental Site Assessment (ESA) will be conducted on an approximately 10-acre portion of tax parcel 390003952005 located at Moore Road, Springhouse, PA. The scope of the Phase II ESA is based on the findings of a Phase I ESA conducted on the site dated February 11, 2025. The scope includes the following:

B. Soil Sampling and Reporting

To address the potential impacts to soil on the subject property from historic agricultural use, Gilmore & Associates, Inc. (G&A) will collect a total of five (5) soil samples. Samples will be collected from 0.0 to 0.5 feet below the ground surface (bgs) at a rate of one (1) sample per two (2) acres. Samples will be collected using a manually operated soil auger and submitted to a Pennsylvania accredited laboratory for analysis of Target Compound List Pesticides, Target Compound List Herbicides, Resource Conservation and Recovery Act metals, and perfluoroalkyl substances (PFAS). Soil samples will be field screened for obvious or apparent indications of contamination utilizing visual and olfactory means and a photoionization detector (PID).

G&A will provide a letter report documenting the field methods and sample results in comparison to clean fill standards. If there are contaminants of concern identified in site soils at concentrations exceeding clean fill standards, G&A will be available to complete additional deeper soil sampling concurrently with the geotechnical borings and infiltration test pits

3. This Agreement shall include the Standard Contract Terms and Conditions attached to this document and **additional Conditions** as follows:

- A. The test borings selected and at G&A's discretion based on the proposed building layout, field conditions, obstructions, underground utilities, etc.
- B. Clearing for drill rig access to the boring locations will be provided by the Client's contractor and excluded from our fee. If clearing support is requested, or G&A staff is required to be on site for clearing support, those services can be provided for a separate fee.
- C. G&A will contact the PA One-Call system prior to the field study. We request the assistance of the Client in locating privately-owned utilities that are not marked out through the One-Call system. G&A will not be responsible for damage to underground utilities not accurately marked in the field or shown on documents provided. If requested, G&A can engage a utility locator to clear the boring locations of utilities for an additional fee.
- D. The Geotechnical Scope of Services is based on a 5-day field study for drilling activities. If additional drilling or site time is required, it will be provided for an additional fee upon written authorization by the Client. The Environmental Scope of Services is based on a single field day.
- E. We assume that the field study can be scheduled Monday through Friday, between 7:00 AM and 5:00 PM.
- F. The Client will provide G&A with permission to enter the property and will coordinate access to the testing locations.
- G. This Scope of Services assumes that OSHA Level D protection is sufficient to protect the workers during these field studies. If environmentally contaminated materials are encountered, additional fees may apply.
- H. The test borings will be backfilled with auger cuttings to original grade upon completion of the drilling at that location.
- I. Gilmore & Associates, Inc. will not be responsible for incidental damage caused by company or subcontractor vehicles entering and exiting the property as part of the Project. G&A will attempt to limit the disturbance to the project site during the field studies. However, it is understood that some site disturbance will occur.
- J. Does not include a new Phase I ESA. If a new Phase I ESA is required to meet All Appropriate Inquiry standards and update from the previous Phase I ESA (Phase I ESA over 1 year old), the budget to complete would be approximately \$2,000.
- K. The site assessment is not a site characterization report. If additional site characterization and/or remediation is needed, G&A will discuss with the client preparation of an additional Services Agreement to perform such services.
- L. 10-Business Day turnaround time for laboratory analysis. A faster turnaround time may be available depending on laboratory availability at an additional fee.
- M. Investigative derived waste can be disposed of as RCRA and PADOT nonhazardous or stored at the site for future disposal by the Client.
- N. It is assumed that all equipment or debris located in the areas of proposed investigation will be removed by the Client prior to mobilization.

4. **Compensation:** The estimated fee for providing the **services** as set forth herein shall be as follows and is based upon acceptance of this Contract Agreement within the next 30 days:

Geotechnical Testing (Estimated Fee):	\$39,000.00
Additional Geotechnical Testing Fees As Needed (Upon Request)*	
*Full Day of Drilling w/ G&A Oversight	\$4,400.00
*Half Day of Drilling w/ G&A Oversight	\$3,700.00
 Environmental Site Assessment Services (Estimated Fee):	 \$9,300.00

(The amounts set forth as the "Estimated Fee" for services performed shall constitute the Engineer's opinion of the effort required to complete the project as the Engineer understands it to be defined at the time of execution of this document. If additional services and fees are required to complete the project they will be performed only upon written authorization of the Client.

5. The Services shall be performed on the following schedule: Services to commence upon execution of this Services Agreement by client and to continue until completion of services.
6. The individuals executing this Agreement below agree that they are authorized to enter into this Agreement on behalf of CLIENT and ENGINEER, respectively, and CLIENT and ENGINEER agree to be bound by the terms and conditions of this Agreement.

Client's Authorized Representative:

Print

Authorized Signature & Date

Accounts Payable:

☐ **Check here if Accounts Payable information is the same as client**

(G&A's preferred method of billing is to transmit an electronic invoice in PDF format. However, if an email is not available, please provide a billing address below.)

Name

Address

Email

Address

Phone

City, State, Zip

Gilmore & Associates, Inc.'s Authorized Representative:

Print

Authorized Signature & Date

GILMORE & ASSOCIATES, INC. - STANDARD TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 The Engineer (throughout these Terms and Conditions, Engineer shall include Gilmore & Associates, Inc. and its subconsultants) agrees to provide only those professional services specifically and expressly set forth in the Scope of Services portion of this Agreement. Unless specifically set forth in the Scope of Services, Engineer shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work. Under no circumstances shall Engineer have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site.

1.2 In the event that the Engineer and Client have not executed this Agreement, the Client's authorization to Engineer to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

2. UNDERGROUND UTILITIES AND STRUCTURES

2.1 Client agrees to advise Engineer in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Engineer from any liability to Client and to hold Engineer harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Engineer as required by Paragraph 2.1 have been damaged.

3. RESTRICTIONS ON USE OF DOCUMENTS

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Engineer under this Agreement, be permitted to retain reproducible copies of the final versions of those Documents necessary for the execution of the Project ("Deliverables") for information and reference only in connection with the project for which the Documents were prepared. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Engineer is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Engineer. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Engineer is expressly prohibited. Such prohibited use is at the sole risk of the user and Engineer is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Engineer, if Client is in default under this Agreement. Client agrees that Engineer may obtain injunctive relief to enforce this subparagraph.

3A. ACCEPTANCE, OWNERSHIP AND USE OF ELECTRONIC APPLICATIONS (This provision shall apply only to any GIS System included in Exhibit "A").

3A.1 Ownership and Use - It is understood and agreed that any and all map graphics, databases, reports, drawings, computer files, field data, notes or other documents, whether in printed form or in machine readable format created or prepared by Engineer under this Agreement are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer. However, at the end of the acceptance periods defined in Subparagraphs 3A.2 or 3A.3 and the payment of all fees and expenses due under this Agreement, Client shall have an irrevocable, non-exclusive license to use those components of the electronic applications including the map graphics and databases described in Exhibit "A" ("Deliverables") which have been delivered by Engineer pursuant to Subparagraphs 3A.2 and/or 3A.3.

3A.2 Acceptance Period for Interim Components - Upon receipt of each component part of the electronic application and the map graphics and databases at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the component application including the map graphics and databases. Engineer shall correct any deficiencies brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to that component of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.3 Acceptance Period for Final Delivery - Upon completion of the installation of all of the electronic applications and the map graphics and databases required by this Agreement at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the overall operation of the applications including the map graphics and databases. This final review and approval shall not include a re-review of the individual components reviewed and approved by Client pursuant to Subparagraph 3A.2. Engineer shall correct any deficiencies in the overall operation of the applications brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to any of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.4 Modification of Deliverables - Any changes, modifications, deletions or additions made to the electronic applications including the map graphics and/or databases by Client or any consultants retained by it (other than Engineer) are made at Client's sole

risk and Engineer shall not have any liability for, and the Client releases Engineer from any claims or damages resulting from, such changes, modifications, deletions or additions.

4. STANDARD OF CARE

4.1 In performing the services required by this Agreement, Engineer shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Engineer makes no expressed or implied warranty beyond its commitment to conform to this standard.

5. OBSERVATION SERVICES

5.1 If expressly required under the Scope of Services, Engineer shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Engineer prepared the Deliverables to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Deliverables. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Engineer shall keep client informed of the progress and quality of the work. Engineer's services do not include supervision or direction of the actual work of the contractor(s), their employees, agents or subcontractors. Client agrees to notify the contractor(s) accordingly. The contractor(s) shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by the Engineer shall excuse the contractor(s) for defects or omissions in his work.

5.2 Under no circumstances shall Engineer have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site. Engineer shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the Deliverables. Engineer shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the work.

5.3 It is further understood that the contractor(s) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observations at the site as set forth in Paragraph 5.1 by Engineer is not intended to include review of the adequacy of the contractor(s)'s safety measures at the construction site. The Engineer will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 (including subsequent amendments), and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

6. TERMINATION, SUSPENSION

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Engineer in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Engineer, Engineer will be compensated for all services performed up to the time written notice of termination is actually received by Engineer, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Engineer may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Engineer in reporting, completed data, completing such analyses, records and reports.

7. INVOICES, PAYMENTS

7.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services.

7.2 Client shall promptly review Engineer's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Engineer within seven (7) days of Client's receipt of invoice. Any research required by Engineer in order to respond to questions raised regarding invoices shall be billable to Client at Engineer's standard hourly rates, if such questions are not raised within such seven (7) day period.

7.3 Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. Client agrees to pay a service charge of one and one-half (1 ½) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.4 Timely payment to the Engineer in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Engineer. If the Client fails to make payment when due Engineer for services and expenses, the Engineer may, at its option and without prejudice to its right to terminate as described above, upon seven days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Engineer within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Suspensions for subsequent failures to pay invoices shall not require prior notice by the Engineer. In the event of a suspension of performance, the Engineer shall have no liability to the Client

GILMORE & ASSOCIATES, INC. - STANDARD TERMS AND CONDITIONS

for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Engineer for claims that arise due to any suspension.

7.5 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, the Engineer will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7.6 Unless the compensation identified in this Agreement is specifically identified as a lump sum, the amounts set forth as the "Estimated Fee" shall constitute the Engineer's best estimate of the effort required to complete the project as the Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Engineer will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any change order, an equitable adjustment shall be made and this Agreement modified accordingly.

8. ASSIGNS

8.1 Neither the Client nor the Engineer may delegate, assign, or sublet, or transfer his duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld.

9. LIMITATIONS ON REMEDIES

9.1 The Client shall promptly (within 24 hours) report to Engineer any defects or suspected defects in Engineer's services of which Client becomes aware, so that Engineer may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors retained by Client and shall require all subcontracts at any level to contain a like requirement. Engineer shall be liable for correcting defects in its services caused by its negligence. However, the failure by Client, and the Client's contractors or subcontractors to notify Engineer of such defects in a timely fashion shall relieve Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Engineer's negligent error, any required item or component of the Project is omitted from the Documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. Engineer shall only be liable to the extent such costs would have been avoided had engineer not been negligent. In no event, will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such negligent omissions where no otherwise avoidable costs are incurred by Client is for Engineer to perform services necessary to correct omission without charge to Client; provided that where Engineer's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Engineer shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Engineer's liability for any damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the engineer's fees under this agreement. Such limitation shall apply to the aggregate of all claims that may be brought against engineer and its subconsultants. If the client prefers not to limit the engineer's professional liability to this sum, the engineer will waive this limitation upon the client's request provided that the client agrees to pay an additional consideration for this waiver.

9.5 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not the Engineer is performing observational services. This provision shall be included in the contract between the Client and his contractor(s) for this project.

10. DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in question between the Engineer and the Client arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Engineer ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to "ADR Options" or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties. The party initiating the Dispute shall be liable for any filing fee.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 60 days of submission to the mediation service shall be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Engineer because of any Dispute and if such suit is dropped or dismissed, or if the Engineer otherwise prevails, Client agrees to reimburse the Engineer, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Engineer.

10.6 The signatories to this Agreement, agree to be, and to remain at all times, and for all purposes, without regard for any business address they may now or hereafter assume, subject to the exclusive jurisdiction of the several Courts of Common Pleas of Bucks County, Pennsylvania for all causes of action, if any, which may arise under, or incident to, the application, breach, enforcement, interpretation, performance or nonperformance of this Agreement. This Agreement and the rights and obligations of the parties hereto shall be controlled by the laws of the Commonwealth of Pennsylvania.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Client shall indemnify and save harmless Engineer, their subsidiaries, affiliates, officers, employees and subconsultants or such other individuals or entities who may have assisted the Engineer in the rendering of its services in connection with the Project (along with each of their shareholders, directors, officers, partners and employees) from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any negligent conduct or breach of any provision of this Agreement by Client or any individual or entity for whose acts Client is responsible.

12. ENVIRONMENTAL

12.1 Where the scope of basic services includes storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such services proposed or performed by G & A are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical work is to be constructed and maintained by the Client's contractor or others and that G & A has no control over the ultimate effectiveness of any such work or procedures. Except to the extent that there were errors or omissions in the services provided by G & A, Client agrees to indemnify and hold G & A harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

13. WARRANTY OF AUTHORITY TO SIGN

13.1 The person signing this contract warrants they have authority to sign as, or on behalf of, the Client for whom or for whose benefit that Engineer's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

14. CHOICE OF LAW

14.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. SEVERABILITY

15.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

16. REFERENCES

16.1 Client agrees that Engineer has authority to utilize its name as a Client and general description of the project work or service performed as references to other Clients.

17. INTEGRATION

17.1 There are no understandings or agreements concerning this project except as expressly stated herein.

18. VALIDITY

18.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within thirty (30) days of the date of the Agreement, Engineer reserves the right to revise or withdraw this Agreement.

19. THIRD PARTY BENEFICIARIES

19.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Engineer.

20. WAIVER OF SUBROGATION

20.1 Except to the extent that such waiver would invalidate the applicable insurance coverage, the Client and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Engineer each shall require similar waivers from their contractors, consultants and agents.

End of Terms and Conditions

Revised: 04/08/15

August 21, 2026

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

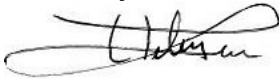
RE: **Engineer's Bids Recommendation**
Traffic Signal Maintenance
Lower Gwynedd Township, Montgomery County, PA
Bowman Project No. 314087-01-024

Dear Mimi:

Bowman Consulting Group, Ltd. (Bowman) has reviewed the bids received on August 7, 2026, at 10:00 AM for the above reference project. Upon review, our office recommends the governing body to reject all bids due to defective bids and readvertise the project. The bid documents will be revised to solicit more specific information in the next round of bid submissions.

If you have any questions, or require additional information, please contact me at hlan@bowman.com.

Sincerely,



Helen L. Lam, P.E.
Project Manager

cc: Jamie Worman, Lower Gwynedd Township
Fred Zollers, Lower Gwynedd Township
Chad Dixson, Bowman

Memo

To: Board of Supervisors
From: Mimi Gleason, Township Manager
Date: August 21, 2026
Re: Verizon Cable Franchise Agreement



Recommended Action: Authorize advertisement of a legal notice for an ordinance authorizing execution of a cable franchise agreement between the Township and Verizon

Unlike your jurisdiction over all other utilities, or any other services provided by telecommunications companies, the Board of Supervisors has the authority to grant nonexclusive “franchises” to cable TV operators under Title VI of the (federal) Communications Act. Lower Gwynedd granted a franchise to Verizon in 2006. The current agreement is up for renewal this year.

In simple terms, the franchise agreement:

- allows Verizon to operate cable TV systems in Lower Gwynedd,
- requires them to offer cable TV to any property that is within reasonable distance of rights-of-way with cable infrastructure (pretty much every property in LG), and
- requires them to pay LG 5% of their cable revenue to LG as an annual franchise fee.

The franchise agreement does not apply to streaming services or any other services provided by Verizon other than cable television.

FRANCHISE FEES

Year	Comcast	Verizon	TOTAL
2021	\$138,552	\$132,646	\$271,198
2022	\$140,786	\$126,726	\$267,512
2023	\$139,694	\$126,176	\$265,870
2024	\$132,999	\$121,539	\$254,538
2025	\$124,145	\$117,747	\$241,892

When Verizon entered the cable TV market, they were negotiating with most municipalities in this area at the same time. [Cohen Law Group](#) negotiated many of those contracts, often for groups of municipalities as was the case in Montgomery County. Cohen negotiated both of Lower Gwynedd’s franchise agreements with Verizon (in 2006 and 2021) through the Montgomery County Consortium of Communities. In September 2023, when Verizon first

notified Lower Gwynedd of its desire to renew the franchise agreement, the Board authorized using Cohen again. Because agreements were not expiring until this year, negotiations did not start until earlier this year. They are complete and a draft agreement, as well as an executive summary of the agreement, is enclosed in this packet.

You held a public hearing on May 12th to solicit public comments. Those comments were shared with Cohen.

The franchise agreement must be adopted by ordinance. Therefore, I am requesting that you authorize advertisement of a legal notice for consideration of the ordinance and franchise agreement at your September 8th meeting.



**EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL
AGREEMENT WITH VERIZON PENNSYLVANIA LLC
August 2026**

Introduction

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a new Cable Franchise Renewal Agreement (“Agreement”). As with our firm’s negotiations with Verizon in prior cable franchise renewals, the negotiations leading to this Agreement took place in a challenging environment for municipalities. The reason is that the video service industry is even more competitive today than it was during the last negotiation with Verizon five years ago.

The primary source of the competition and a major threat to the cable industry is the continued rise of video streaming services, such as Netflix, Hulu, and Disney+. According to a Pew Research Center survey, 83% of Americans report that they subscribe to one or more streaming services, while only 36% say that they subscribe to cable or satellite services.¹ Nielsen reported in June 2025 that 44% of Americans watched streaming services while only 24% watched cable. This was a significant increase from June 2021, when Nielsen reported that 26% of Americans watched streaming while 39% watched cable.² Current law does not permit municipalities to franchise streaming service companies.

A secondary reason is that recent federal funding for broadband expansion has also increased cable competition in Pennsylvania. The now-completed Broadband Infrastructure Program (BIP) and the ongoing Broadband Equity, Access and Deployment (BEAD) grant process have provided significant funding for broadband service providers, some of which also provide cable television service, to expand their networks. Some broadband providers that have received grant funding are also choosing to offer cable service. This has further increased cable competition for Verizon in certain geographical areas.

It was within this climate of increased cable competition that CLG negotiated a cable franchise renewal agreement with Verizon. While much of our negotiation involved fighting to retain the benefits in your current franchise agreement, we are also pleased to report that we were able to secure several key improvements to your current agreement.

¹ Pew Research Center, *American Trends Panel* (July 2025). Pew further reported that 64% of Americans aged 65 and older state they subscribe to cable or satellite television. Cable or satellite viewers comprised 44% of those aged 50-64, 23% of those aged 30-49 and 16% ages 18-29.

² Nielsen, *The Gauge* (June 2021, June 2025)

The following is a summary of the major provisions contained in the Agreement. While there are many other important provisions in the Agreement, this summary addresses only those items we feel are most important to your municipality. The Agreement is, of course, subject to the approval by your local governing body.

1. Franchise Fees (Section 6.1)

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new Agreement is the same as in your current Verizon agreement. We negotiated to expand the definition of "gross revenue" in the new Agreement, however, such that it includes 27 enumerated revenue sources, which is 5 more than the 22 revenue sources in your current agreement.

Examples of new revenue sources subject to the franchise fee include broadcast retransmission fees and service plan protection fees. The "gross revenue" list also includes a "catch all" item to capture future revenue sources that are not in existence today, but may arise during the term of the Agreement. As with the current agreement, franchise fees in the new Agreement are payable on a quarterly basis and are subject to interest at six percent (6%) if they are not paid on time. All franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability (Sections 6.3, 6.4)

One of the most unaccounted-for line items in the revenue portion of your municipal budget is franchise fees. Verizon and your incumbent cable operator submit quarterly checks (or electronic deposits) to your municipality, but it is impossible to know whether the amounts on the checks are accurate without further investigation. As such, we strongly recommend periodic franchise fee audits of your cable operators.

As with your current agreement, the new Agreement authorizes your municipality to conduct an audit of Verizon to ensure the accurate payment of franchise fees. The audit is subject to a four-year "look back" period, meaning you are able to review the previous four years of franchise fee payments when conducting an audit. Verizon is required to pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of five percent (5%) or more, then Verizon must also reimburse the municipality up to \$8,000 for the cost of the audit. The current agreement limits this reimbursement to \$3,000.

Based on our firm's experience in conducting numerous franchise fee audits of Verizon, we negotiated heavily for a more efficient audit process that is fair to both sides. The Agreement requires Verizon to provide all records requested by the municipality within 45 days of the request. This will accelerate the audit process, as the current agreement does not include a time frame for production of audit materials by Verizon. Verizon also agreed to provide such records through a "secure electronic communication" rather than in person at a "designated [Verizon] office" as

provided in the current agreement.³ The audit must be completed within 180 days of the receipt of all requested documents. Finally, Verizon tried to impose a “competitive equity” requirement such that the municipality could not conduct an audit of Verizon without also auditing the incumbent cable operator. After we objected, Verizon agreed to drop this request.

3. Cable Services to Community Facilities (Section 3.4)

The Agreement restructures and clarifies the section on cable services to municipal facilities, schools, and public libraries. Due to the uncertainty surrounding the Federal Communications Commission’s (“FCC’s”) Third Report and Order (2019) and the decision of the Sixth Circuit Court of Appeals (2021) regarding the Order, your current agreement does not clearly state whether Verizon is required to provide free services to such facilities. The Order required that “in-kind contributions” to municipalities, including cable services, be treated as franchise fees. As such, it found that the cost of such services may be offset against franchise fee revenue. The Sixth Circuit, however, held that such in-kind services must be valued at the cable operator’s “marginal cost” rather than its “retail rate-card” price, the latter of which is significantly higher.

Given this clarification by the Sixth Circuit Court, the Agreement clearly states that Verizon must provide free cable service to municipal facilities, schools and public libraries within 90 days of a written request by the municipality.⁴ If Verizon decides in the future to charge for this service, it must provide written notice to the municipality, may only charge its marginal cost and must provide “reasonable detail sufficient to substantiate the marginal cost and the amount due.” Note that, since the Sixth Circuit decision in 2021, no known cable operator, including Verizon, has stated its marginal cost for providing cable service to community facilities. Please note that the free service does not include internet service.

4. Customer Service Standards (Exhibit B)

The Agreement includes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements that benefit your residents. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Verizon measure compliance if there are customer complaints;
- Time limits for commencing installation, service interruption, and repair work;
- A four-hour “appointment window” for service calls and restrictions on technicians cancelling appointments with customers;
- Credits for service interruptions of four or more hours upon request;
- Requirements that bills be clear and fully itemized, and that Verizon may not impose late fees on a customer who disputes a bill in good faith until the dispute is resolved;

³ Note that Verizon’s release of financial records and other information pertinent to the audit must follow the signing of a non-disclosure agreement.

⁴ The facilities must be located within 200 feet of a Verizon distribution line. The free service is Verizon’s Basic Service package and includes one cable drop.

- Customer complaint procedures and time frames for responding to customer complaints;
- Requirements that employees of Verizon and its contractors who visit residences must wear a “clearly visible ID card” and that every service vehicle of Verizon or its contractors must be “clearly identified as such to the public.”
- Requirements that must be met prior to Verizon disconnecting cable service to a subscriber.

5. Reporting and Records Requirements (Sections 6.2, 8.2)

As with the current agreement, the new Agreement requires Verizon to send the municipality a quarterly, line-item franchise fee report. In addition, Verizon must keep the following specific records that may be inspected by the municipality: 1) records of all written “complaints” regarding any aspect of Verizon’s cable service or cable system; 2) records of all “significant outages” as defined in the Agreement; 3) records of service calls for repair or maintenance; and 4) records of installation/reconnection activities and requests for service extensions. The municipality also has the right to inspect Verizon’s records pertaining to the Agreement or any aspect of its cable service. Verizon must retain the records for at least four years.

6. Educational and Governmental Channels (Section 5)

Federal law grants municipalities the right to dedicated channel space for public, educational and governmental (“PEG”) channels. The Agreement reserves the right for the municipality to obtain up to two educational and governmental (“EG”) channels from Verizon to be used for programming related to educational and/or governmental activities. The municipality would have complete control over the content, scheduling, and administration of the channel, and may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

If the municipality activates a channel or channels, Verizon will provide the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. In the Agreement, Verizon is required to maintain these wires and equipment “in good working order.” The Agreement also requires the technical specifications of the channel(s) to be comparable to the technical specifications used for commercial channels.

7. Liquidated Damages for Violations (Section 12.1-12.3)

Once Verizon has agreed to the obligations described in this summary and the other obligations contained in the Agreement, it is important for the municipality to be able to enforce these obligations. As with the current Verizon agreement, the new Agreement authorizes the municipality to impose monetary fines, also known as “liquidated damages,” on a daily basis in the event of a violation by Verizon. The amounts of the fines in the new Agreement, however, are 83% higher than those in the old agreement (\$275 per day rather than \$150 per day for nearly all violations).

The municipality may assess these monetary fines after providing Verizon with written notice and allowing it 30 days to correct the violation. If the nature of the violation is such that it cannot be corrected within 30 days, the municipality may extend the cure period if it chooses to do so. The total amount of liquidated damages per year may not exceed \$20,000, after which the municipality may commence revocation proceedings or initiate a lawsuit. Note that Verizon requested a “competitive equity” clause, such that liquidated damages could only be assessed on Verizon if the incumbent cable operator is also subject to such damages. After we objected, Verizon dropped this request.

8. Unilateral Termination (Section 2.4)

As with your current agreement, the new Agreement includes a unilateral termination provision. Verizon initially insisted upon the right to terminate the Agreement upon 60 days’ written notice to the municipality. The reason for this request is consistent with the issues discussed in the introduction above—namely, the rise of video streaming services and increased competition in the cable industry. It is possible that these developments, combined with Verizon’s internal business priorities, could in the future cause the company to cease its cable operations.

Recognizing that, if Verizon decides to terminate its cable business, there is little the municipality could do to stop it, we pushed for the longest possible notice period. An appropriate notice period would give Verizon subscribers the time to switch to Comcast or another video provider prior to termination. It would also ensure that the municipality would not suffer an abrupt drop in franchise fee revenue from Verizon before receiving increased franchise fees from the incumbent cable provider due to the newly migrated subscribers.

In the end, Verizon agreed to a requirement that it must give written notice to the municipality at least 12 months prior to any termination. We also attempted to insert a condition based on a specific loss of subscribers before Verizon could terminate—similar to that in the current agreement—but Verizon had no appetite for such a condition. We can confidently state that the 12-month notice period is as far as Verizon is willing to go regarding this issue.

9. Competitive Equity (Section 2.5)

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another company that is more favorable to that company than this Agreement is to Verizon. As with your current agreement, we insisted upon and Verizon agreed that the competitive equity provision will trigger only if the municipality enters into another franchise agreement with a “video service provider (VSP)” and that agreement “taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise.”⁵ The term “VSP” applies to wired companies that offer video services in the municipality and use the public rights-of-way. It does not apply to wireless companies.

⁵ The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

If Verizon believes there is a lack of equity with the other VSP agreement, then it may notify the municipality and, within 60 days of such notice, the parties must begin negotiations to modify the Agreement to create “reasonable competitive equity” between Verizon and the other VSP. If the parties cannot reach agreement, then either party may request mediation or, if both parties agree, they may submit the matter to arbitration. Initially, Verizon wanted the right to terminate the Agreement altogether if the parties could not reach agreement on modifications to the Agreement, but we refused. Verizon dropped this request.

10. Length of Franchise Term (Section 2.3)

Verizon insisted on a 5-year term for this Agreement, stating that it does not want to be locked into a longer term (despite the “unilateral termination” provision described above). According to Verizon attorneys, no local government in the United States has negotiated a longer renewal term than 5 years. From the beginning of the negotiations, Verizon’s attorneys said that this item was non-negotiable. As such and as with your current agreement, the length of term in this Agreement is 5 years.

Thank you for the opportunity to present this summary of the major provisions of the Agreement. Please do not hesitate to contact either of us directly if you have any questions or concerns.

*Dan Cohen
Phil Fraga
Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215*

*Phone: (412) 447-0130
Emails: dcohen@cohenlawgroup.org
pfraga@cohenlawgroup.org*

ORDINANCE NO. _____

**ORDINANCE OF LOWER GWYNEDD TOWNSHIP AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND VERIZON PENNSYLVANIA LLC**

WHEREAS, the Verizon Pennsylvania LLC (“the Franchisee”) is a “cable operator” and Lower Gwynedd Township (“the Township”) is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Township (the “Prior Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Prior Franchise on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Prior Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement (the “Agreement”) under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

ENACTED AND ORDAINED this 8th day of September, 2026.

ATTEST:

LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS

Mimi Gleason
Township Manager

Danielle A. Duckett
Chair

CABLE FRANCHISE RENEWAL AGREEMENT
BETWEEN
LOWER GWYNEDD TOWNSHIP
AND
VERIZON PENNSYLVANIA LLC

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on _____ (the “Effective Date” as set forth in Section 2.3) by and between LOWER GWYNEDD TOWNSHIP, Montgomery County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the Township is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and the Township is authorized to grant one (1) or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of May 18, 2021, a nonexclusive renewal franchise to own, construct, maintain, extend, and operate a Cable System in the Township for a term of five (5) years (the “Current Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Current Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Current Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Current Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee, has determined that the Franchisee is and has been in material compliance with the Current Franchise, and has identified the Township’s future cable-related needs and interests in accordance with applicable law;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a franchise renewal agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township’s grant of a renewal franchise to the Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents of the Township pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

LOWER GWYNEDD TOWNSHIP

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that the Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of Video Programming as directed by the Township.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.4 *Township*: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.5 *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: “(A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.”

1.6 *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states: “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [T]itle II of this Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility systems.”

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states: “a portion

of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the [FCC] by regulation).”

1.8 *Communications Act:* The Communications Act of 1934, as may be amended.

1.9 *Complaint:* Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of the Franchisee’s Cable System or Cable Service operations in the Township.

1.10 *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.11 *Customer Service Standards:* The standards for customer service as set forth in Exhibit B.

1.12 *Educational Access Channel:* An Access Channel available for the use of the local schools in the Township.

1.13 *Effective Date:* Shall mean the date on which the Township signs this Agreement.

1.14 *EG:* Educational or Governmental.

1.15 *FCC:* The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Fiber to the Premise Telecommunications Network or FTTP Network:* The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement, and which provides Cable Services from the operation of a Cable System.

1.17 *Force Majeure:* An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to, the following: severe or unusual weather conditions; labor strikes and slowdowns; war or act of war (whether an actual declaration of war is made or not); insurrection, riots, or act of public enemy, including terrorist attacks; orders of the government of the United States or the Commonwealth of Pennsylvania; actions or inactions of any government instrumentality or public utility other than the Franchisee (including condemnation to the extent not foreseeable); major accidents for which the Franchisee is not responsible; fire, flood, epidemics, pandemics, public health emergencies, or other acts of God; or work delays caused by waiting for utility providers to service utility poles to which the Franchisee’s FTTP Network is attached and the unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.18 *Franchisee:* Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

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1.19 *Government Access Channel:* An Access Channel available for the use of the Township for governmental purposes.

1.20 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees charged to Subscribers for all Cable Service digital video tiers;
- (5) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenues from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls;
- (11) Cable Service plan protection fees;
- (12) convenience fees;
- (13) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (14) fees for leasing of Channels;
- (15) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (16) advertising revenues (on a pro rata basis) as set forth herein;
- (17) revenues from the sale or rental of Subscriber lists;

- (18) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.20.5 below;
- (19) fees for music services that are Cable Services over the Cable System;
- (20) fees for DVR Cable Services;
- (21) regional sports programming fees;
- (22) broadcast retransmission fees;
- (23) late payment fees;
- (24) billing and collection fees;
- (25) NSF check charges;
- (26) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Township; and
- (27) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Subsection 1.20.8 below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.20(16) and 1.20(18) above, is based upon the ratio of the number of the Franchisee's Subscribers in the Township as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 Subscribers in Pennsylvania, and 1,000 Subscribers nationwide. Gross Revenue as to the Township from Ad "A" is ten percent (10%) of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is twenty percent (20%) of the Franchisee's revenue therefrom.

Gross Revenue shall not include:

1.20.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.20.2 Bad debts written off by the Franchisee in the normal course of its business; provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

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1.20.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that is classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.20.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.20.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person including, without limitation, employees of the Franchisee and public institutions or other institutions designated in this Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.20.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.20.10 Program launch fees;

1.20.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.20.12 Any fees or charges collected from Subscribers or other third parties for any EG Grant required by this Franchise.

1.21 *High Definition* or *HD*: Format for digital television transmission with video transmitted in at least a 16:9 aspect ratio with a resolution of at least 720p or 1080i.

1.22 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24), as may be amended, which currently states: “the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

1.23 *Internet Access*: Broadband access service that enables Subscribers to access the Internet.

1.24 *Non-Cable Services*: Any service that is not a Cable Service as defined herein including, but not limited to, Information Services and Telecommunications Services.

1.25 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.26 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.27 *Public Access Channel*: An Access Channel available for the non-commercial use by the residents in the Township.

1.28 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other wireless communications or broadcast services.

1.29 *Service Area*: All portions of the Township where Cable Service is being offered.

1.30 *Service Interruption*: The loss of picture or sound on one (1) or more cable Channels.

1.31 *Standard Definition or SD*: Format for digital television transmission with video transmitted in a 4:3 aspect ratio with a resolution of at least 480i.

1.32 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee’s express permission.

1.33 *Telecommunications Facilities:* The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.34 *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as may be amended, which currently states: "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.35 *Title II:* Title II of the Communications Act, Common Carriers, as may be amended, which governs the provision of Telecommunications Services.

1.36 *Title VI:* Title VI of the Communications Act, Cable Communications, as may be amended, which governs the provision of Cable Services by the Franchisee.

1.37 *Transfer of the Franchise:*

1.37.1 Any transaction in which:

1.37.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one (1) Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.37.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.37.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.37.2 Notwithstanding Subsection 1.37.1 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in this Franchise or the rights held by the Franchisee under this Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.38 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as may be amended, which currently states: "programming provided by, or generally considered comparable to programming provided by, a television broadcast station."

1.39 *Video Service Provider or VSP:* Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township. A VSP shall include any entity that provides Cable Services or Video Programming services within the territorial boundaries of the Township.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant or by this Agreement.

2.2 *The Township's Regulatory Authority:* The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621(b)(3)(A) of the Communications Act, 47 U.S.C. § 541(b)(3)(A), the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network uses the Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on _____ (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until _____, unless the Franchise is earlier terminated by the Franchisee pursuant to the terms of Section 2.4 of this Agreement or is revoked by the Township pursuant to Section 12.5 of this Agreement.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, the Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in the Franchisee's sole discretion, upon twelve (12) months' written notice to the Township.

2.5 *Modification Based on VSP Requirements; Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization with a VSP to provide Video Programming services to residential subscribers in the Township and the franchise, agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise, then the Franchisee and the Township shall, within sixty (60) days of the Township's receipt of the Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between the Franchisee and such other VSP(s).

2.5.2 The Franchisee's notice pursuant to Subsection 2.5.1 shall specify either the change in law or the lesser burden in an authorization to a competitive VSP and

the resulting change in obligations. The Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law or the alleged lesser burden.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by the Franchisee, the Franchisee shall, at any time and in its sole discretion, have the option of exercising either of the following actions:

2.5.3.1 if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.5.3.2 submitting the matter to mediation by a mutually-acceptable mediator.

2.6 *Grant Not Exclusive:* This Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Township on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance by the Franchisee, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

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2.9.3 Should any change to federal, state or local law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for the Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to this Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are in material conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* The Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. § 551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, the Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area, and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable as of the Effective Date.

3.2 *Density Requirement:* Subject to Section 3.1 above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Township meet the density requirement as set forth herein, the Franchisee shall make commercially reasonable efforts, as determined by the Franchisee, to provide Cable Service to such area within twelve (12) months of receiving notice from the Township that the density requirement has been met.

3.3 *Availability of Cable Service:* The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred for the portion of the residential dwelling unit connection that exceeds two hundred (200) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.4 *Cable Service to Public Buildings:* Subject to Section 3.1, the Franchisee shall provide, without charge and within ninety (90) days following the Township's written request, one (1) service outlet activated for Basic Service (or equivalent) to the following:

3.4.1 Each current municipal building, fire station, and public library located in the Service Area as may be designated in Exhibit A; provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such public building. Furthermore, the Franchisee shall be permitted to recover, from any public building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.2 Each public K-12 school, and each non-public K-12 school that (i) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6301 et seq., and (ii) is considered a non-public, non-licensed school under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6701-6721, located in the Service Area, as may be designated in Exhibit A; provided, however, that the Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in

excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such school building. Furthermore, the Franchisee shall be permitted to recover, from any school building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.3 In accordance with the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, the Franchisee may charge for the services described in Subsections 3.4.1 and 3.4.2 above in accordance with applicable law, which as of the Effective Date is the Franchisee's marginal cost of providing such service. Prior to charging for such services, the Franchisee shall provide written notice to the Township of its intent to charge for such services and shall provide reasonable detail sufficient to substantiate the marginal cost and the amount due.

4. SYSTEM FACILITIES

4.1 *Technical Requirements:* The Cable System shall meet or exceed all applicable technical performance standards of the FCC, any other future applicable technical performance standards, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with a digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The Cable System shall incorporate equipment capable of providing continuous standby powering of the System during any commercial utility power outage.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC and the Commonwealth of Pennsylvania with respect to the operation of

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an Emergency Alert System (“EAS”) and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. EG SERVICES

5.1 *EG Channel Set Aside:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, the Franchisee shall reserve on the Basic Service tier capacity for one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. The Franchisee shall maintain in good working order the video link(s) and equipment necessary to transmit the EG Channel signals to the channel aggregation site for further processing and distribution to Subscribers. The Franchisee shall maintain the EG Channels and video link(s) in accordance with FCC technical specifications that are comparable to the specifications used to maintain commercial Channels transmitted to Subscribers on the Cable System, except that the Franchisee shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

5.1.2 The Township and the Franchisee will comply with all laws and regulations related to use of the EG Channels. The parties agree that the Franchisee shall retain the right to utilize such reserved EG Channel capacity, in its sole discretion, during the term of this Franchise until such time as the Township notifies the Franchisee in writing of its desire to begin using the EG Channel pursuant to Subsection 5.1.3 below.

5.1.3 The Township may obtain from the Franchisee, within one hundred twenty (120) days of the receipt of written notice from the Township, up to two (2) EG Channels as identified in Subsection 5.1.1 for exclusive use by the Township or its designee. Such notification shall constitute authorization to the Franchisee to transmit such EG Channel programming within and without the Township. The Franchisee shall assign the EG Channel number(s) to the extent such Channel number assignments do not interfere with the Franchisee’s existing or planned Channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make or change such EG Channel number assignments, in its sole discretion, upon at least thirty (30) days’ written notice to the Township. If an EG Channel provided under this Article 5 is not being utilized by the Township, or if the Township ceases to use an EG Channel during the term of this Franchise, the Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval from the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use previously de-activated EG Channel capacity, the Township shall provide the Franchisee with written notice and the Franchisee shall re-activate the EG Channel within ninety (90) days of receipt of the written request from the Township.

5.1.4 The Township shall comply with all applicable laws and regulations regarding the non-commercial use of EG Channels.

5.2 *EG Channel Equipment and Programming:* The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation point and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by the Franchisee in stereo cablecast by the Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing cable operator, the competing cable operator may not connect its system to the Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on the Franchisee's System without the Franchisee's prior written consent.

5.3 *Interconnection for EG Channel Programming:* The Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than six (6) months after written notice by the Township to activate an EG Channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting such EG Channel programming. The Franchisee shall maintain the fiber connection to such origination location in good working order and without any charge to the Township. The Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

5.4 *EG Channel Relocation:* The Township shall have the right to relocate the location where its EG Channel programming originates after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming as follows: (i) the Franchisee's obligation shall be subject to the same conditions that apply to the EG Channel origination sites as set forth in this Article 5; (ii) the Township shall provide access to such site at least ninety (90) days prior to the Township's anticipated use of the relocated EG Channel origination site; and (iii) the Township shall reimburse the Franchisee for the actual costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator. Said relocation shall be undertaken within ninety (90) days of the Township both: (A) providing a written request therefore, and (B) meeting the conditions set forth above.

5.5 *Indemnity for EG Services:* The Township shall require all local producers and users of any of the EG facilities or EG Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the

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Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG Channel programming facility, not including the FTTP Network, or EG Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township may establish rules and procedures for use of EG Channel facilities consistent with applicable laws and regulations. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.6 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG Channel services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, the Franchisee may externalize, line-item, or otherwise pass through interconnection costs to Subscribers.

6. FRANCHISE FEES

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, along with interest at six percent (6%) of the amount from the date such underpayment was due, and shall credit any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee than is required by this Agreement, the Township shall provide the Franchisee with written notice of such issuance or renewal and the percentage of the Franchisee's franchise fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each franchise fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any franchise fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may conduct a franchise fee review or audit of the Franchisee's books and records pertaining directly to the Franchisee's payment of franchise fees to the Township no more than once every three (3) years during the term of this Franchise. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its request for records within forty-five (45) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records that are necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1 below, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records requested by the Township for such audit shall be made available to the Township or its auditor within forty-five (45) days of the Township's request for documents. All records shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication.

6.4.2 Any audit conducted by the Township or auditor employed by the Township shall be completed within one hundred eighty (180) days of receipt of all documents identified in the request for records submitted pursuant to Subsection 6.4.1, or by such other date as is mutually agreed to by the parties. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit within forty-five (45) days from the date the audit is completed. The Township's claim for additional franchise fee payments shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the Township or its auditor or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the franchise fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to eight thousand dollars (\$8,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula, e.g., payment based on an underpayment of franchise fees, if any.

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. If the Franchisee bundles Cable Services with Non-Cable Services, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments due under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. CUSTOMER SERVICE

Customer Service Standards to be complied with by the Franchisee are set forth in Exhibit B. Such standards may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records:* Upon written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Normal Business Hours to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of this Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. Within thirty (30) days of the Township's written notice, all records requested by the Township shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide a written explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents of the Township that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required:* The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to Complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. INSURANCE AND INDEMNIFICATION

9.1 *Insurance:*

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and three million dollars (\$3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage covering all owned, non-owned, and hired vehicles.

9.1.1.3 Workers' Compensation Insurance in compliance with the statutory requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (i) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (ii) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) each employee; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of cancellation of any required insurance.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save, hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and the Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (i) thirty (30) days of receipt of a claim or action pursuant to this subsection or (ii) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and the Township shall be responsible for, the Township's own acts of willful misconduct or the willful misconduct of its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in Subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior written consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such

consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.37 above.

11. RENEWAL OF FRANCHISE

The Township and the Franchisee agree that any proceedings undertaken that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 *Notice of Noncompliance:* If at any time the Township believes that the Franchisee has not complied with the terms of this Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the nature of the alleged noncompliance (for purposes of this Article 12, the “Noncompliance Notice”). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *The Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if the Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time periods set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township may schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to impose the liquidated damages remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in Subsection 12.3.1 below (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period for which liquidated damages are assessed; provided, however, that once the Township has ceased to assess its liquidated damages remedies as set forth in Subsection 12.3.1 below, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.3, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.4.....\$275/day for each day the violation continues;

For failure to maintain the FCC technical standards as set forth in Section 4.1\$275/day for each day the violation continues;

For failure to provide EG services to the community as specified in Section 5.1.....\$275/day for each day the violation continues;

For failure to comply with franchise fee audit requirements as set forth in Section 6.4.....\$275/day for each day the violation continues;

For failure to provide the Township with any reports or records required by this Agreement within the time period required\$275/day for each day the violation continues;

For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards as set forth in Exhibit B.....\$675 for each quarter in which such standards were not met;

For failure to carry the insurance specified in Subsection 9.1.1\$275/day for each day the violation continues; and

For a Transfer specified in Article 10 without required approval.....\$275/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one (1) of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Sections 12.1-12.2.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this Section 12.3 shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

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12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement after following the procedures set forth in Sections 12.1-12.2 above, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek revocation of this Agreement and shall schedule a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements set forth above, the Franchisee shall be provided a fair opportunity for full participation, including the following rights: to be represented by legal counsel; to introduce relevant evidence and require the production of evidence; and to question and/or cross-examine witnesses. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke this Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke this Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. The Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties:* In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

13.3 *Preemption:* In the event that a change in federal or state law or regulation preempts or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted or limited, but only to the extent and for the time required by such law or regulation. In the event such federal or state law or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted or limited is no longer preempted or limited, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Township.

13.4 *Force Majeure:* The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure event. If the Franchisee makes a decision that a Force Majeure event has taken place, it shall give the Township written notice no more than thirty (30) days after such decision has been made.

13.5 *Good Faith Error:* The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.6 *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.7 *Notices:* Unless otherwise expressly stated herein, notices required under this Franchise shall be mailed first-class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.7.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

With a copy to:

Verizon
1300 I Street NW, Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, Vice President and Deputy
General Counsel

13.7.2 Notices to the Township shall be mailed to:

Lower Gwynedd Township Municipal Building
1130 North Bethlehem Pike
Spring House, PA 19477
Attention: Township Manager

With a copy to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

13.8 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.9 *Amendments*: Amendments or modifications to this Agreement shall be mutually agreed to in writing and signed by the parties.

13.10 *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.11 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of this Franchise.

13.12 *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.13 *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the
LOWER GWYNEDD TOWNSHIP

Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI of the Communications Act or the EG service requirements set out in this Agreement.

13.14 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any Channels being received on their television sets.

13.15 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

13.16 *Modification Due to Exercise of Police Powers:* If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for the Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.17 *No Third Party Beneficiaries:* Except as expressly provided herein, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.18 *Counterparts:* This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterparts.

[SIGNATURE PAGE FOLLOWS]

LOWER GWYNEDD TOWNSHIP

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A – Cable Service to Public Buildings

Exhibit B – Customer Service Standards

EXHIBIT A

CABLE SERVICE TO PUBLIC BUILDINGS

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

Wissahickon Elementary School
571 Houston Road
Ambler, PA 19002

Wissahickon Middle School
500 Houston Road
Ambler, PA 19002

Wissahickon High School
521 Houston Road
Ambler, PA 19002

North Penn Fire Co. Sub-Station
Meeting House Road & 202
Ambler, PA 19002

Penllyn Woods Community Building
Near or Just off Township Line Road & Penllyn Blue Bell Pike
1 Penllyn Woods Drive
Penllyn, PA 19422

Gwynedd Mercy Academy - Elementary Division
816 Norristown Road
Spring House, PA. 19477

Gwynedd Mercy Academy High School
1345 Sumneytown Pike
Gwynedd Valley, PA 19437-0902

EXHIBIT B

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

SECTION 1: DEFINITIONS

A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. Significant Outage: A Significant Outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers and/or residents in the Township regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to Subscriber telephone inquiries during the Franchisee's Normal Business Hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained Franchisee representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g., administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electrical Code, and the National Electrical Safety Code including, but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the Subscriber's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding Subscriber requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the Subscriber's premises.

C. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour time block scheduled during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be

LOWER GWYNEDD TOWNSHIP

contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt Cable Service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area, and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem, and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection 4.C. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in an amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in an amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours, shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions, and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

I. The Franchisee may provide all notices identified in this Section 4 electronically or on-screen.

SECTION 5: SUBSCRIBER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber Complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial Complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s Complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of delivery of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;

LOWER GWYNEDD TOWNSHIP

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing Complaints received from Subscribers within five (5) business days of receipt of the Complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to, a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION/DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services; refusal to pay any required deposit; theft of Cable Service; damage to the Franchisee's equipment; abusive and/or threatening behavior toward the Franchisee's employees or representatives; refusal to provide credit history information; or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section 9 shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Subsection 9.E. if within the control of the Franchisee:

- (1) Products and Cable Services offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

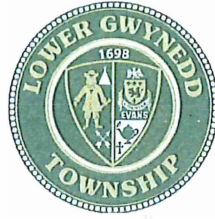
G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.



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

www.lowergwynedd.org

Date: August 18, 2026
To: Mimi Gleason, Township Manager
From: Melinda Haldeman CPA, Finance Director 
Re: 2027 MMO's

Attached are the 2027 MMO's for our three pension plans, (police, non-uniform, and non-uniform defined contribution) as computed by our actuary CBIZ Business & Insurance Services, Inc. The MMO, minimum municipal obligation, is the minimum annual amount a municipality must contribute to each employee pension plan.

The MMO's for the following year must be signed off on by the Chief Administrative Officer (the Manager) and presented to the governing body by the end of September of the previous year. Questions are welcome but no action by the Board is necessary.

The 2027 MMO amounts are:

Police Pension Plan :	\$515,041 (v. \$538,689 in 2026)
Non-Uniform Pension Plan:	\$1,677 (v. \$16,666 in 2026)
Defined Contribution Plan:	<u>\$68,330 (v. \$65,106 in 2026)</u>
Total:	\$585,048 (v. \$620,461 in 2026)

These amounts must be included in our 2027 Budget.

The actuary has also estimated our 2027 State Pension Aid to be \$413,271 which will be budgeted as Intergovernmental Revenue in our 2027 Budget.

Exhibit 1

POLICE PENSION PLAN FOR LOWER GWYNEDD TOWNSHIP

2027 Minimum Municipal Obligation

1. 2026 Projected W-2 Payroll	\$ 2,677,903
2. Total Normal Cost Percentage	21.41%
3. Total Normal Cost = (1) x (2)	\$ 573,339
4. Total Administrative Expense	0
5. Total Amortization Requirement	75,597
6. Total Financial Requirement = (3) + (4) + (5)	\$ 648,936
7. Total Estimated Member Contributions = (1) x 5.00%	133,895
8. Funding Adjustment	0
9. Minimum Municipal Obligation = (6) - (7) - (8)	\$ 515,041

Signature of Chief Administrative Officer

Date Certified to Governing Body

Exhibit 2

**NON-UNIFORMED EMPLOYEES PENSION PLAN FOR LOWER
GWYNEDD TOWNSHIP**

2027 Minimum Municipal Obligation

1. 2026 Projected W-2 Payroll	\$	366,130
2. Total Normal Cost Percentage		13.60%
3. Total Normal Cost = (1) x (2)	\$	49,794
4. Total Administrative Expense		0
5. Total Amortization Requirement		0
6. Total Financial Requirement = (3) + (4) + (5)	\$	49,794
7. Total Estimated Member Contributions		0
8. Funding Adjustment		48,117
9. Minimum Municipal Obligation = (6) - (7) - (8)	\$	1,677

Signature of Chief Administrative Officer

Date Certified to Governing Body

Exhibit 3

**LOWER GWYNEDD TOWNSHIP NON-UNIFORMED DEFINED
CONTRIBUTION PENSION PLAN**

2027 Minimum Municipal Obligation

1. 2026 Projected W-2 Payroll	\$ 1,708,244
2. Total Normal Cost Percentage	4.00%
3. Total Normal Cost = (1) x (2)	\$ 68,330
4. Total Administrative Expense	0
5. Total Amortization Requirement	0
6. Total Financial Requirement = (3) + (4) + (5)	\$ 68,330
7. Total Estimated Member Contributions	0
8. Funding Adjustment	0
9. Minimum Municipal Obligation = (6) - (7) - (8)	\$ 68,330

Signature of Chief Administrative Officer

Date Certified to Governing Body



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

www.lowergwynedd.org

Finance Memorandum

Date: August 17, 2026
To: Mimi Gleason, Township Manager
From: Melinda Haldeman, CPA Finance Director

ML

RE: July 31, 2026, LGT Financial Packet:

- ❖ Revenue and Expense Graphs as of July 31, 2026
- ❖ Fund Balance and Summary of Cash and Investments as of July 31, 2026
- ❖ YTD Budget Report with Prior Years Actuals through July 31, 2026

2026 ITEMS TO NOTE:

- ❖ All reconciliations are done through July 31, 2026.
- ❖ Interest Income across all funds totaled \$ 687,125.42 through July 31, 2026. This includes \$112,915.36 of interest earned from the bond proceeds. This interest is not subject to arbitrage. Interest rates as of July 31, 2026: Citadel 3.05%, PLIGIT Class 3.49%, PLIGIT Prime 3.77%.
- ❖ All escrow accounts are reconciled and invoiced through July 31, 2026.
- ❖ BCWSA billing for the 3rd Qtr. did not happen in July as normal. They converted to new software, which delayed the billing till August.
- ❖ The 5M debt payment due August 1, 2026, was done on 07/31/2026 which totaled \$264,775. This was the second and final debt payment for 2026.

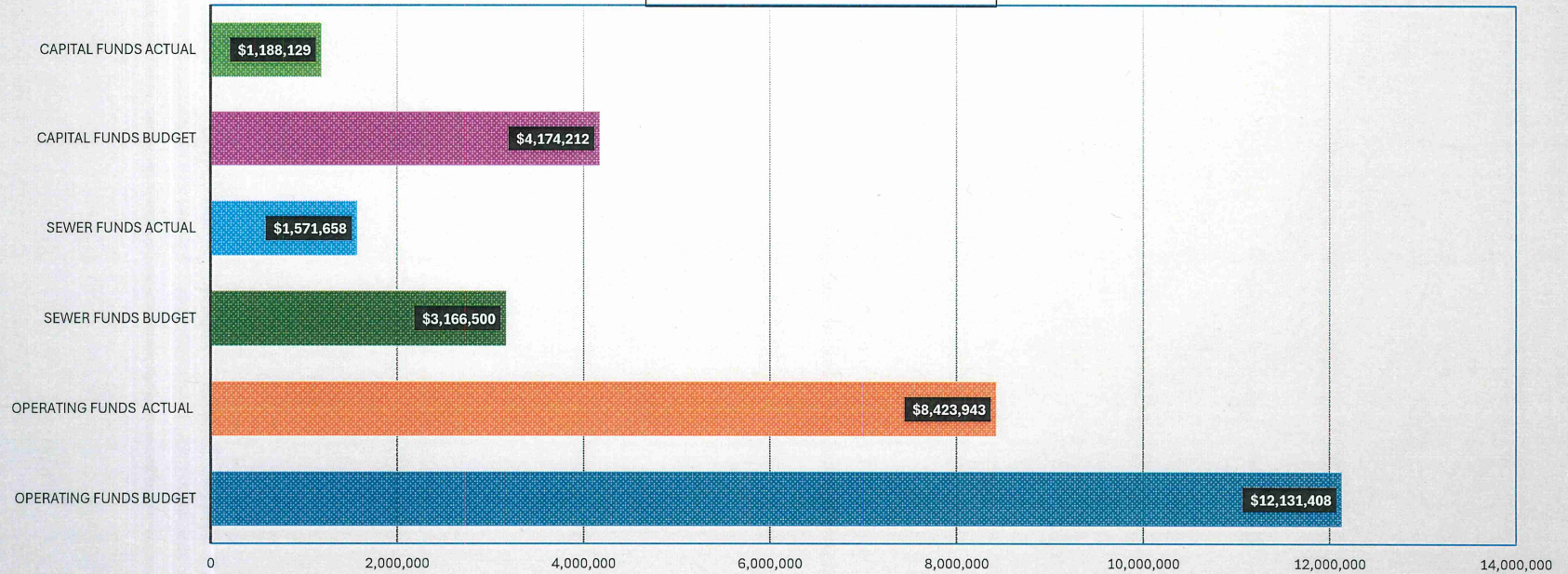
REVENUE AND EXPENSE GRAPHS:

CAPITAL FUNDS

SEWER FUNDS

OPERATING FUNDS

Revenue Actual to Budget YTD Thru JULY 31, 2026



58.33% through the year as of July 31, 2026

Capital Funds Revenue:

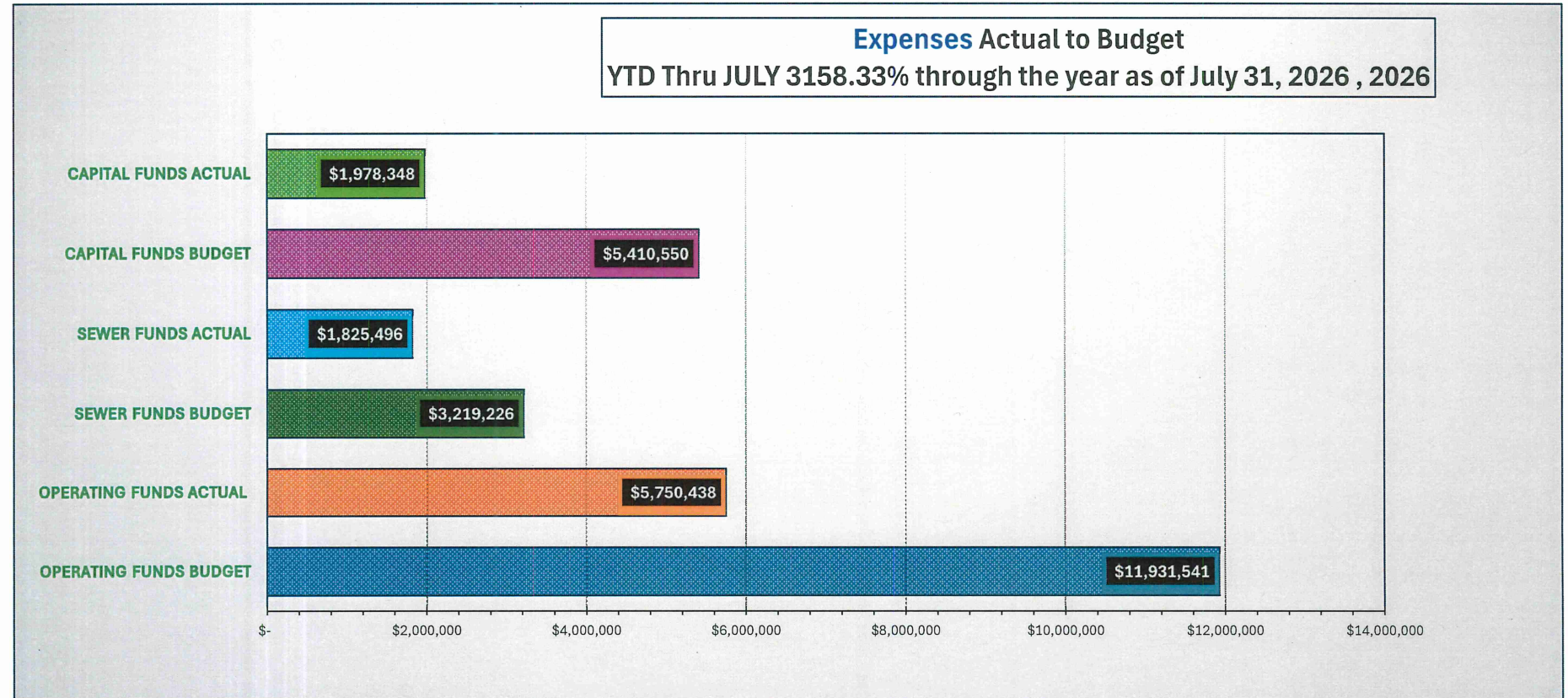
Capital Revenue is 28.46% of Budget. No Grants received. Only Interest Income

Sewer Funds Revenue:

Sewer Revenue is 49.63 % of Budget. 3rd Qtr Billing pushed to August (BCWSA has new software)

Operating Funds Revenue:

Operating Revenue is 69.44% RE tax collected 91% Act 511 74.39%



58.33% through the year as of July 31, 2026

Capital Funds Expenses:

Expenses are 36.56 % of Budget. Projects starting

Sewer Funds Expenses:

Expenses are 56.71% of Budget. 1st Qtr Capital Exp from Ambler received. Not 2nd qtr

Operating Funds Expenses:

Expenses are 48.02% of Budget. Many operating expenses are in Fall. (Fall Fest/Pension MMO/Transfers)

FUND BALANCE
AND
SUMMARY OF CASH AND INVESTMENTS

Lower Gwynedd Township
Fund and Cash Balances as of July 31, 2026

FUND #	FUND	FUND BALANCE @ 01/01/2026 FINAL	(INCREASE)DECREASE THRU 07/31/2026	FUND BALANCE @07/31/2026
01	GENERAL	-8,641,844.63	-2,601,491.63	-11,243,336.26
02	STREET LIGHT	-43,091.62	-2,148.00	-45,239.62
03	FIRE PROTECTION	-257,135.98	-65,752.63	-322,888.61
04	FIRE HYDRANT	-33,009.93	-4,113.30	-37,123.23
	GENERAL OPERATING FUNDS SURPLUS	-8,975,082.16	-2,673,505.56	-11,648,587.72
08	SEWER OP	-5,886,016.82	236,698.46	-5,649,318.36
09	SEWER CAPITAL	-4,500,584.99	17,139.31	-4,483,445.68
	SEWER FUNDS SURPLUS	-10,386,601.81	253,837.77	-10,132,764.04
16				
30	CAPITAL RESERVE	-10,871,189.59	1,346,738.65	-9,524,450.94
31	STORMWATER MNGMNT	-582,253.47	19,995.86	-562,257.61
33	TRAFFIC IMPACT	-1,828,625.14	-190,895.88	-2,019,521.02
35	HIGHWAY AID	-790,983.40	-385,619.42	-1,176,602.82
	CAPITAL FUNDS	-14,073,051.60	790,219.21	-13,282,832.39

YTD ALL FUNDS:	-1,629,448.58
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NEGATIVE BALANCES ARE DEPICTED IN RED

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

Summary of Cash and Investments
7/31/2026

		7/31/2026
FUND #		Cash Balance
01	GENERAL	9,759,381.50
02	STREET LIGHT	45,636.83
03	FIRE PROTECTION	442,690.96
04	FIRE HYDRANT	47,366.81
	GENERAL OPERATING FUNDS CASH	\$ 10,295,076.10
08	SEWER OP	3,568,726.15
09	SEWER CAPITAL	4,520,971.68
	SEWER FUNDS CASH	\$ 8,089,697.83
30	CAPITAL RESERVE	10,172,137.17
31	STORMWATER MNGMNT	590,834.90
33	TRAFFIC IMPACT	2,011,791.02
35	HIGHWAY AID	1,176,602.82
	CAPITAL FUNDS CASH	\$ 13,951,365.91
	Total Cash	\$ 32,336,139.84

	7/31/2026
Banking Institution	Cash Balance
PLIGIT	27,861,555.48
CITADEL	4,474,584.36
	<u>4,474,584.36</u>
	\$ 32,336,139.84

Reserves per Fund Balance Policy	Reserves Per Policy 2025	7/31/2026 Cash Balance
General Fund Reserves	2,641,989.00	9,759,381.50
Sewer Fund Reserves	1,029,175.00	3,568,726.15
Sewer Capital Reserves	1,000,000.00	4,520,971.68

YTD BUDGET REPORT WITH ACTUALS
2023/2024/2025/2026

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Lower Gwynedd Township
YTD BUDGET REPORT WITH PRIOR YEARS
THRU JULY 2023/2024/2025/2026
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ACCOUNTS FOR:		PRIOR YR3 ACTUALS 2023	PRIOR YR2 ACTUALS 2024	LAST YR ACTUALS 2025	CURRENT YR ACTUALS 2026	CY REV BUDGET
01	GENERAL FUND					
REVENUES	301 REAL ESTATE TAXES	-1,051,186.32	-1,053,948.69	-1,189,599.40	-1,357,932.42	-1,456,731.00
	310 LOCAL TAX ACT 511	-4,669,076.63	-4,605,630.78	-5,155,488.81	-5,888,600.15	-7,915,000.00
	321 BUSINESS LICENSES & PRMTS	-134,913.14	-129,761.95	-124,663.44	-115,579.06	-237,200.00
	331 FINES	-6,843.00	-8,088.59	-18,359.74	-14,517.85	-16,000.00
	341 INTEREST EARNINGS	-153,224.77	-226,231.28	-199,192.01	-207,659.02	-370,000.00
	342 RENTS & ROYALTIES	-149,459.38	-151,784.69	-157,887.73	-160,147.43	-294,197.00
	355 STATE SHARED REV & ENTLMT	-200.00	-1,200.00	-600.00	-600.00	-572,588.00
	358 LOCAL GOVT ENTITLEMENT	.00	-17,705.38	-20,500.96	-29,903.47	-21,500.00
	361 PERMITS/DEVELOPMENT	-383,327.77	-310,076.37	-280,933.06	-348,555.71	-683,500.00
	362 PUBLIC SAFETY	-81,953.03	-95,495.54	-97,679.58	-16,024.21	-30,500.00
	363 HGWYS & STS	-3,990.00	-4,080.00	-4,170.00	-4,260.00	-4,170.00
	367 RECREATION	.00	.00	.00	-29,765.00	-28,500.00
	380 MISCELLANEOUS REVENUE	-1,151.96	-607.90	-11,683.58	-6,241.33	-5,000.00
	387 DIVIDENDS/MISC REV	.00	.00	.00	.00	-30,000.00
	392 INTERFUND OPERATING TRANS	-332.07	.00	-13,067.00	.00	-33,773.00
EXPENSES	401 EXECUTIVE	431,347.25	594,258.73	772,430.05	826,370.93	1,350,973.00
	402 FINANCIAL ADMIN	241,072.57	156,365.35	178,349.75	227,683.35	430,635.00
	403 TAX COLLECTION	68,903.63	70,332.40	71,967.76	75,297.44	115,256.00
	409 BUILDNGS & PLANT	141,526.49	145,443.71	141,334.56	175,667.95	299,083.00
	410 POLICE	2,260,160.20	2,353,825.41	2,456,658.13	2,501,408.12	4,798,522.00
	411 FIRE	.00	.00	.00	.00	142,000.00
	412 AMBULANCE	30,000.00	.00	30,000.00	35,221.73	35,000.00
	413 GEN GOVT-CODE ENFORCEMENT	4,124.50	.00	.00	.00	.00
	414 PLANING & ZONING	323,118.50	356,961.28	363,404.34	429,089.19	821,503.00
	430 PW-HIGHWAY RDS STS	460,622.99	398,603.34	791,013.79	860,817.20	1,597,300.00
	451 COMMUNITY PROGRAMS	.00	.00	.00	130,089.04	273,929.00
	461 OPEN SPACE CONSERVATION	3,487.82	.00	.00	.00	.00
	487 EMPLOYEE BENEFITS	10,658.41	28,814.35	17,667.60	43,236.07	686,789.00
	492 INTERFUND OPERATING TRANS	620,375.00	1,217,814.04	443,343.00	273,413.00	938,413.00
	TOTAL GENERAL FUND	-2,040,260.71	-1,282,192.56	-2,007,656.33	-2,601,491.63	-209,256.00
	TOTAL REVENUES	-6,635,658.07	-6,604,611.17	-7,273,825.31	-8,179,785.65	-11,698,659.00
	TOTAL EXPENSES	4,595,397.36	5,322,418.61	5,266,168.98	5,578,294.02	11,489,403.00
	TOTAL 01 GENERAL FUND	-2,040,260.71	-1,282,192.56	-2,007,656.33	-2,601,491.63	-209,256.00

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Lower Gwynedd Township
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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
02 STREET LIGHT FUND	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
301 REAL ESTATE TAXES	-24,775.70	-16,250.72	-8,888.01	-8,936.02	-14,000.00
341 INTEREST EARNINGS	-688.10	-933.90	-1,007.66	-950.12	-1,700.00
434 PW -STREET LGHTNG	6,189.80	4,193.77	3,161.17	7,738.14	10,170.00
TOTAL STREET LIGHT FUND	-19,274.00	-12,990.85	-6,734.50	-2,148.00	-5,530.00
TOTAL REVENUES	-25,463.80	-17,184.62	-9,895.67	-9,886.14	-15,700.00
TOTAL EXPENSES	6,189.80	4,193.77	3,161.17	7,738.14	10,170.00
TOTAL 02 STREET LIGHT FUND	-19,274.00	-12,990.85	-6,734.50	-2,148.00	-5,530.00

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ACCOUNTS FOR: 03 FIRE PROTECTION FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
301 REAL ESTATE TAXES	-193,172.80	-199,266.19	-197,176.70	-188,034.00	-201,892.00
341 INTEREST EARNINGS	-3,865.21	-1,985.14	-5,628.53	-6,866.63	-7,076.00
392 INTERFUND OPERATING TRANS	.00	.00	-165,000.00	.00	-165,000.00
480 RE TAX CONTRIBUTIONS	.00	.00	153,527.24	127,148.00	208,968.00
489 DISCRETIONARY CONTRIBUTION	131,600.00	.00	.00	2,000.00	165,000.00
TOTAL FIRE PROTECTION FUND	-65,438.01	-201,251.33	-214,277.99	-65,752.63	.00
TOTAL REVENUES	-197,038.01	-201,251.33	-367,805.23	-194,900.63	-373,968.00
TOTAL EXPENSES	131,600.00	.00	153,527.24	129,148.00	373,968.00
TOTAL 03 FIRE PROTECTION FUND	-65,438.01	-201,251.33	-214,277.99	-65,752.63	.00

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ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
04	FIRE HYDRANT FUND	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
301	REAL ESTATE TAXES	-39,420.20	-36,657.94	-40,515.89	-38,636.70	-41,581.00
341	INTEREST EARNINGS	-1,818.48	-1,891.92	-979.13	-734.10	-1,500.00
411	FIRE	28,923.37	31,953.87	31,953.87	35,257.50	58,000.00
	TOTAL FIRE HYDRANT FUND	-12,315.31	-6,595.99	-9,541.15	-4,113.30	14,919.00
	TOTAL REVENUES	-41,238.68	-38,549.86	-41,495.02	-39,370.80	-43,081.00
	TOTAL EXPENSES	28,923.37	31,953.87	31,953.87	35,257.50	58,000.00
	TOTAL 04 FIRE HYDRANT FUND	-12,315.31	-6,595.99	-9,541.15	-4,113.30	14,919.00

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ACCOUNTS FOR: 08 SEWER FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341 INTEREST EARNINGS	-40,970.23	-9,457.81	-48,077.67	-61,965.56	-144,000.00
364 SANITATION	-1,945,176.68	-2,105,629.01	-2,114,415.84	-1,411,123.09	-2,820,000.00
383 SPECIAL ASSESSMENTS	-900.00	.00	-22,868.00	.00	-1,000.00
392 INTERFUND OPERATING TRANS	.00	.00	.00	.00	.00
401 EXECUTIVE	-2,293.26	155.05	185.00	370.00	1,000.00
402 FINANCIAL ADMIN	7,958.29	9,346.45	8,844.04	2,529.24	15,000.00
408 ENGINEERING	.00	.00	-2,432.50	10,931.52	5,000.00
409 BUILDNGS & PLANT	63,600.00	63,600.00	67,500.00	67,500.00	135,000.00
429 PW-WASTEWTR COLL	808,381.69	1,007,969.73	1,020,430.45	1,417,231.66	2,475,100.00
486 INSURANCE	15,038.04	39,239.46	44,871.39	33,277.71	42,500.00
487 EMPLOYEE BENEFITS	63,289.87	51,546.78	83,726.73	86,808.98	161,565.00
492 INTERFUND OPERATING TRANS	.00	100,000.00	105,847.00	91,138.00	124,911.00
TOTAL SEWER FUND	-1,031,072.28	-843,229.35	-856,389.40	236,698.46	-4,924.00
TOTAL REVENUES	-1,987,046.91	-2,115,086.82	-2,185,361.51	-1,473,088.65	-2,965,000.00
TOTAL EXPENSES	955,974.63	1,271,857.47	1,328,972.11	1,709,787.11	2,960,076.00
TOTAL 08 SEWER FUND	-1,031,072.28	-843,229.35	-856,389.40	236,698.46	-4,924.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
09 SEWER CAPITAL RESERVE	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
341 INTEREST EARNINGS	-108,847.15	-141,751.28	-116,713.55	-98,569.35	-190,000.00
391 FIXED ASSETS PROCEEDS	.00	.00	.00	.00	-11,500.00
392 INTERFUND OPERATING TRANS	.00	-100,000.00	.00	.00	.00
409 BUILDNGS & PLANT	.00	18,174.80	6,220.00	.00	11,000.00
429 PW-WASTEWTR COLL	.00	8,991.24	3,737.60	14,878.25	118,150.00
439 CONSTRUCTION & REBUILDING	21,693.91	50,126.58	83,600.55	100,830.41	130,000.00
492 INTERFUND OPERATING TRANS	.00	.00	.00	.00	.00
TOTAL SEWER CAPITAL RESERVE	-87,153.24	-164,458.66	-23,155.40	17,139.31	57,650.00
TOTAL REVENUES	-108,847.15	-241,751.28	-116,713.55	-98,569.35	-201,500.00
TOTAL EXPENSES	21,693.91	77,292.62	93,558.15	115,708.66	259,150.00
TOTAL 09 SEWER CAPITAL RESERVE	-87,153.24	-164,458.66	-23,155.40	17,139.31	57,650.00

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ACCOUNTS FOR: 30	CAPITAL RESERVE FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341	INTEREST EARNINGS	-130,592.53	-260,880.22	-307,121.71	-232,779.74	-482,400.00
345	DVIT GRANTS	.00	.00	.00	-1,439.80	-15,000.00
351	FEDERAL GRANTS	-250,000.00	-310,980.00	.00	.00	.00
354	ST. CAPITAL & OP. GRANTS	.00	-49,819.77	-472.50	.00	-1,622,234.00
391	FIXED ASSETS PROCEEDS	.00	.00	.00	.00	-47,000.00
392	INTERFUND OPERATING TRANS	-600,000.00	-1,217,814.04	-2,771,123.00	-364,551.00	-864,551.00
401	EXECUTIVE	.00	332,898.80	.00	.00	.00
407	DATA PROCESSING	6,426.00	17,069.68	.00	.00	.00
409	BUILDNGS & PLANT	17,606.79	29,737.48	75,462.00	24,826.52	33,000.00
410	POLICE	12,787.80	131,747.18	53,666.44	24,270.41	205,000.00
430	PW-HIGHWAY RDS STS	.00	83,698.24	21,017.43	100,480.75	162,000.00
439	CONSTRUCTION & REBUILDING	27,273.59	241,479.14	3,452,382.25	969,249.53	2,164,000.00
454	PARKS	61,561.34	95,027.94	91,188.68	462,131.98	1,040,000.00
471	DEBT PRINCIPAL	.00	.00	235,000.00	165,000.00	165,000.00
472	DEBT INTEREST	.00	.00	130,301.66	199,550.00	199,550.00
	TOTAL CAPITAL RESERVE FUND	-854,937.01	-907,835.57	980,301.25	1,346,738.65	937,365.00
	TOTAL REVENUES	-980,592.53	-1,839,494.03	-3,078,717.21	-598,770.54	-3,031,185.00
	TOTAL EXPENSES	125,655.52	931,658.46	4,059,018.46	1,945,509.19	3,968,550.00
	TOTAL 30 CAPITAL RESERVE FUND	-854,937.01	-907,835.57	980,301.25	1,346,738.65	937,365.00

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ACCOUNTS FOR: 31 STORMWATER MANAGEMENT	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341 INTEREST EARNINGS	-9,405.65	-25,490.41	-18,852.79	-12,842.88	-30,000.00
354 ST. CAPITAL & OP. GRANTS	.00	-64,497.00	.00	.00	-93,671.00
387 DIVIDENDS/MISC REV	-55,495.00	-34,727.50	.00	.00	-150,000.00
446 STORMWATER MANAGEMENT	31,003.77	72,301.33	53,276.49	32,838.74	492,000.00
TOTAL STORMWATER MANAGEMENT	-33,896.88	-52,413.58	34,423.70	19,995.86	218,329.00
TOTAL REVENUES	-64,900.65	-124,714.91	-18,852.79	-12,842.88	-273,671.00
TOTAL EXPENSES	31,003.77	72,301.33	53,276.49	32,838.74	492,000.00
TOTAL 31 STORMWATER MANAGEMENT	-33,896.88	-52,413.58	34,423.70	19,995.86	218,329.00

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ACCOUNTS FOR: 33	TRAFFIC IMPACT FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341	INTEREST EARNINGS	-45,039.62	-58,054.28	-34,809.43	-42,080.88	-72,000.00
354	ST. CAPITAL & OP. GRANTS	.00	-1,004,454.28	.00	.00	.00
361	PERMITS/DEVELOPMENT	.00	.00	.00	-148,815.00	-425,000.00
402	FINANCIAL ADMIN	23,119.99	.00	.00	.00	.00
433	PW -TRAFFIC	59,747.13	1,375,382.56	.00	.00	.00
439	CONSTRUCTION & REBUILDING	8,158.38	.00	.00	.00	.00
	TOTAL TRAFFIC IMPACT FUND	45,985.88	312,874.00	-34,809.43	-190,895.88	-497,000.00
	TOTAL REVENUES	-45,039.62	-1,062,508.56	-34,809.43	-190,895.88	-497,000.00
	TOTAL EXPENSES	91,025.50	1,375,382.56	.00	.00	.00
	TOTAL 33 TRAFFIC IMPACT FUND	45,985.88	312,874.00	-34,809.43	-190,895.88	-497,000.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
35 HIGHWAY AID FUND	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
341 INTEREST EARNINGS	-15,662.49	-16,141.74	-16,195.16	-22,677.14	-18,000.00
355 STATE SHARED REV & ENTLMT	-368,867.51	-368,213.97	-367,325.97	-362,942.28	-355,556.00
392 INTERFUND OPERATING TRANS	-20,375.00	.00	.00	.00	.00
430 PW-HIGHWAY RDS STS	6,527.77	27,200.56	71,236.03	.00	.00
439 CONSTRUCTION & REBUILDING	.00	301,661.25	.00	.00	950,000.00
TOTAL HIGHWAY AID FUND	-398,377.23	-55,493.90	-312,285.10	-385,619.42	576,444.00
TOTAL REVENUES	-404,905.00	-384,355.71	-383,521.13	-385,619.42	-373,556.00
TOTAL EXPENSES	6,527.77	328,861.81	71,236.03	.00	950,000.00
TOTAL 35 HIGHWAY AID FUND	-398,377.23	-55,493.90	-312,285.10	-385,619.42	576,444.00
GRAND TOTAL	-4,590,375.16	-3,404,239.15	-213,700.67	-1,629,448.58	1,087,997.00

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	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	2	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:

YTD BUDGET REPORT WITH PRIOR YEARS
THRU JULY 2023/2024/2025/2026

Report Through (P)eriod or (T)otal for years: P

Fiscal Year/Period for reports: 2026/ 7

Print totals only: Y

Suppress zero balance accounts: Y

Print revenue as credit: Y

Print Full or Short description: F

Print Full GL account: N

Sort by Full GL account: N

Multiyear view: D

PAID INVOICES REPORT

WARRANT: 082526

TO FISCAL 2026/08 01/01/2026 TO 12/31/2026

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
18 21ST CENTURY MEDIA NEWSPAPER, LLC	172969	08/17/26	74771		106720	P	08/25/26	01401	340	LEGAL NOTICES	635.92
	INVOICE:	2827219									
VENDOR TOTALS				24,260.54	YTD INVOICED				30,973.97	YTD PAID	635.92
70 AMBLER BOROUGH	172983	08/17/26	74787		106724	P	08/25/26	03489	354	WORKERS COMP - WISSAHICKO	13,902.84
	INVOICE:	07212026									
	172984	08/17/26	74788		106724	P	08/25/26	03489	354	WORKERS COMP - WISSAHICKO	2,231.32
	INVOICE:	072126									
VENDOR TOTALS				24,583.03	YTD INVOICED				32,124.28	YTD PAID	16,134.16
4007 ARRO CONSULTING, INC.	172918	07/27/26	74717		106746	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	1,109.96
	INVOICE:	0122204									
	172919	07/27/26	74718		106746	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	3,889.23
	INVOICE:	0122205									
VENDOR TOTALS				189,696.81	YTD INVOICED				192,633.31	YTD PAID	4,999.19
2460 SANG CHUL LEE	173016	08/17/26	74820		106736	P	08/25/26	01410	238	UNIFORMS	230.00
	INVOICE:	2944									
VENDOR TOTALS				1,076.00	YTD INVOICED				1,254.00	YTD PAID	230.00
1116 BOWMAN CONSULTING GROUP, LTD.	172991	08/17/26	74795		106729	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	820.00
	INVOICE:	576619									
	172992	08/17/26	74796		106729	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	700.00
	INVOICE:	576622									
	172993	08/17/26	74797		106729	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	102.50
	INVOICE:	576623									
	172994	08/17/26	74798		106729	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	642.50
	INVOICE:	576626									
	172995	08/17/26	74799		106729	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	1,415.00
	INVOICE:	576628									
	172996	08/17/26	74800		106729	P	08/25/26	01147	500	CTDL LEGAL & ENGINEERING	102.50
	INVOICE:	576630									
VENDOR TOTALS				127,735.44	YTD INVOICED				149,742.59	YTD PAID	3,782.50
2353 BOYLE CONSTRUCTION CO, INC.	173002	08/17/26	74806		106734	P	08/25/26	30439	725	PUBLIC WORKS PROJECT	11,804.00
	INVOICE:	25098.01									
VENDOR TOTALS				67,445.58	YTD INVOICED				73,347.58	YTD PAID	11,804.00
449 CBIZ BENEFITS & INSURANCE SERVICES											

PAID INVOICES REPORT

WARRANT: 082526

TO FISCAL 2026/08 01/01/2026 TO 12/31/2026

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
172988		08/17/26	74792		106727	P	08/25/26	01402 310	PROFESSIONAL SERVICES	742.00
INVOICE:	10273884									
172989		08/17/26	74793		106727	P	08/25/26	01402 310	PROFESSIONAL SERVICES	1,060.00
INVOICE:	10273885									
VENDOR TOTALS			15,275.93	YTD INVOICED				15,275.93	YTD PAID	1,802.00
25	DEL-VAL INTERNATIONAL TRUCKS, INC.									
172970		08/17/26	74772		106721	P	08/25/26	08429 262	R&M EQUIP/VEHICLES	108.00
INVOICE:	1443986									
172971		08/17/26	74773		106721	P	08/25/26	01410 262	VEHICLE MAINTENANCE	22.74
INVOICE:	13426658									
172972		08/17/26	74774		106721	P	08/25/26	01430 262	REPAIRS VEHICLES/TOOLS/MA	6.45
INVOICE:	13426899									
172973		08/17/26	74775		106721	P	08/25/26	01430 262	REPAIRS VEHICLES/TOOLS/MA	504.62
INVOICE:	13428200									
172974		08/17/26	74776		106721	P	08/25/26	01430 262	REPAIRS VEHICLES/TOOLS/MA	125.06
INVOICE:	13428176									
VENDOR TOTALS			11,887.07	YTD INVOICED				13,101.13	YTD PAID	766.87
2880	DELAWARE VALLEY MUNICIPAL MGMT. ASSOC.									
173020		08/17/26	74824		106739	P	08/25/26	01401 350	INSURANCE BONDING	10,264.50
INVOICE:	#WCAUDIT-LGWYNEDD25									
173020		08/17/26	74824		106739	P	08/25/26	08486 350	INSURANCE	3,421.50
INVOICE:	#WCAUDIT-LGWYNEDD25									
VENDOR TOTALS			17,133.60	YTD INVOICED				17,133.60	YTD PAID	13,686.00
2747	FEDEX									
173018		08/17/26	74822		106738	P	08/25/26	01401 200	OFFICE SUPPLIES	64.01
INVOICE:	9-416-58842									
VENDOR TOTALS			117.59	YTD INVOICED				117.59	YTD PAID	64.01
66	FLETCHER MOTORS, INC.									
172978		08/17/26	74780		106723	P	08/25/26	01410 262	VEHICLE MAINTENANCE	41.65
INVOICE:	217301									
172979		08/17/26	74781		106723	P	08/25/26	01410 262	VEHICLE MAINTENANCE	41.65
INVOICE:	217336									
172980		08/17/25	74783		106723	P	08/25/26	01430 262	REPAIRS VEHICLES/TOOLS/MA	114.40
INVOICE:	217313									
172981		08/17/26	74784		106723	P	08/25/26	08429 262	R&M EQUIP/VEHICLES	118.27
INVOICE:	217319									
172982		08/17/26	74785		106723	P	08/25/26	08429 262	R&M EQUIP/VEHICLES	111.57
INVOICE:	217328									
VENDOR TOTALS			2,014.04	YTD INVOICED				3,163.75	YTD PAID	427.54
4208	G & B CONSTRUCTION GROUP INC									
173039		08/17/26	74844		106747	P	08/25/26	30439 721	OLD BETHLEHEM PIKE CULVER	99,077.53

PAID INVOICES REPORT

WARRANT: 082526

TO FISCAL 2026/08 01/01/2026 TO 12/31/2026

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 17-11047 APPLICATION									
VENDOR TOTALS			751,821.07	YTD INVOICED			751,821.07	YTD PAID	99,077.53
490 GALLS, LLC									
172990	08/17/26	74794		106728	P	08/25/26	01410 238	UNIFORMS	260.45
INVOICE: 035733250									
VENDOR TOTALS			534.90	YTD INVOICED			534.90	YTD PAID	260.45
1619 GILMORE & ASSOCIATES									
173001	08/17/26	74805		106732	P	08/25/26	08408 310	ENGINEERING SERVICES	2,758.75
INVOICE: PS-INV2608389									
VENDOR TOTALS			383,407.77	YTD INVOICED			444,275.89	YTD PAID	2,758.75
26 GLASGOW, INC									
172975	08/17/26	74777		106722	P	08/25/26	01430 370	R&M PW	608.60
INVOICE: 305407									
172976	08/17/26	74778		106722	P	08/25/26	01430 370	R&M PW	1,126.99
INVOICE: 305971									
172977	08/17/26	74779		106722	P	08/25/26	01430 370	R&M PW	119.56
INVOICE: 305408									
VENDOR TOTALS			6,477.51	YTD INVOICED			6,477.51	YTD PAID	1,855.15
3613 HEALTH MATS COMPANY									
173022	08/17/26	74826		106742	P	08/25/26	01409 450	CONTRACTED SERVICES	73.28
INVOICE: 56997									
VENDOR TOTALS			584.31	YTD INVOICED			655.66	YTD PAID	73.28
425 HORSHAM CAR WASH INC.									
172987	08/17/26	74791		106726	P	08/25/26	01410 262	VEHICLE MAINTENANCE	180.00
INVOICE: 1122									
VENDOR TOTALS			1,140.00	YTD INVOICED			2,447.92	YTD PAID	180.00
3743 KAPLIN STEWART MELOFF REITER & STEIN, P.C.									
172914	07/28/26	74713		106744	P	08/25/26	01147 500	CTDL LEGAL & ENGINEERING	-185.00
INVOICE: 798551CM									
172915	07/21/26	74714		106744	P	08/25/26	01147 500	CTDL LEGAL & ENGINEERING	210.00
INVOICE: 801076									
172916	07/21/26	74715		106744	P	08/25/26	01147 500	CTDL LEGAL & ENGINEERING	1,276.50
INVOICE: 801066									
172917	07/21/26	74716		106744	P	08/25/26	01147 500	CTDL LEGAL & ENGINEERING	2,849.00
INVOICE: 801067									
173024	08/17/26	74829		106744	P	08/25/26	01401 314	LEGAL SERVICES	92.50
INVOICE: 801083									
173025	08/17/26	74830		106744	P	08/25/26	01401 314	LEGAL SERVICES	740.00
INVOICE: 801073									

PAID INVOICES REPORT

WARRANT: 082526

TO FISCAL 2026/08 01/01/2026 TO 12/31/2026

VENDOR	NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	173026	08/17/26	74831		106744	P	08/25/26	01401 314	LEGAL SERVICES	20.00
	INVOICE: 701074									
	173027	08/17/26	74832		106744	P	08/25/26	01401 314	LEGAL SERVICES	925.00
	INVOICE: 801065									
	173028	08/17/26	74833		106744	P	08/25/26	01401 314	LEGAL SERVICES	957.18
	INVOICE: 801071									
	173029	08/17/26	74834		106744	P	08/25/26	01401 314	LEGAL SERVICES	1,178.76
	INVOICE: 701069									
	173030	08/17/26	74835		106744	P	08/25/26	01401 314	LEGAL SERVICES	1,202.50
	INVOICE: 801084									
	173031	08/17/26	74836		106744	P	08/25/26	01401 314	LEGAL SERVICES	1,239.50
	INVOICE: 801077									
	173032	08/17/26	74837		106744	P	08/25/26	01401 314	LEGAL SERVICES	1,517.00
	INVOICE: 801078									
	173033	08/17/26	74838		106744	P	08/25/26	01401 314	LEGAL SERVICES	1,541.50
	INVOICE: 801070									
	173034	08/17/26	74839		106744	P	08/25/26	01401 314	LEGAL SERVICES	2,257.00
	INVOICE: 801068									
	173035	08/17/26	74840		106744	P	08/25/26	01401 314	LEGAL SERVICES	2,423.50
	INVOICE: 801079									
	173036	08/17/26	74841		106744	P	08/25/26	01401 314	LEGAL SERVICES	2,775.00
	INVOICE: 801075									
	173037	08/17/26	74842		106744	P	08/25/26	01401 314	LEGAL SERVICES	5,809.00
	INVOICE: 801064									
VENDOR TOTALS			166,753.64	YTD INVOICED				188,947.17	YTD PAID	26,828.94
140	NORTH WALES WATER AUTHORITY									
	172985	08/17/26	74789		106725	P	08/25/26	08429 450	CONTRACTED SERVICES	1,596.00
	INVOICE: SALES0003266									
	172986	08/17/26	74790		106725	P	08/25/26	08429 450	CONTRACTED SERVICES	1,336.75
	INVOICE: SALES0003259									
VENDOR TOTALS			16,458.75	YTD INVOICED				16,520.64	YTD PAID	2,932.75
5	PECO - PAYMENT PROCESSING									
	172968	08/17/26	74770		106719	P	08/25/26	08429 360	UTILITIES	41.37
	INVOICE: 337298580000826									
VENDOR TOTALS			71,613.67	YTD INVOICED				89,427.63	YTD PAID	41.37
2919	PFM ASSET MANAGEMENT LLC									
	173021	08/17/26	74825		106741	P	08/25/26	01402 310	PROFESSIONAL SERVICES	1,119.17
	INVOICE: 15379777									
	173021	08/17/26	74825		106741	P	08/25/26	01410 311	PROF. SERVICES - PENSION,	3,726.56
	INVOICE: 15379777									
VENDOR TOTALS			33,639.79	YTD INVOICED				37,915.42	YTD PAID	4,845.73
1166	RICHARD H. LUTZ & SONS INC.									
	172997	08/17/26	74801		106731	P	08/25/26	01430 370	R&M PW	300.00

PAID INVOICES REPORT

WARRANT: 082526

TO FISCAL 2026/08 01/01/2026 TO 12/31/2026

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 118930										
VENDOR TOTALS		1,140.00 YTD INVOICED			1,140.00 YTD PAID			300.00		
1129 SAFETY-KLEEN SYSTEMS, INC.	172998	08/17/26	74802		106730	P	08/25/26	01430 220	SUPPLIES PW	283.77
INVOICE: 100339101										
VENDOR TOTALS		927.01 YTD INVOICED			1,190.16 YTD PAID			283.77		
3733 STAPLES	173023	08/17/26	74828		106743	P	08/25/26	01401 200	OFFICE SUPPLIES	59.57
INVOICE: 7010731102										
VENDOR TOTALS		2,677.80 YTD INVOICED			2,863.50 YTD PAID			59.57		
2511 WEST PUBLISHING CORPORATION	173017	08/17/26	74821		106737	P	08/25/26	01410 222	DETECTIVE OPERATING SUPPL	165.38
INVOICE: 853948493										
VENDOR TOTALS		1,157.66 YTD INVOICED			1,819.18 YTD PAID			165.38		
2441 TUSTIN GROUP, LLC	173003	08/17/26	74807		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00
INVOICE: 990043652										
173004	08/17/26	74808		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00	
INVOICE: 990044232										
173005	08/17/26	74809		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00	
INVOICE: 990045554										
173006	08/17/26	74810		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00	
INVOICE: 990047313										
173007	08/17/26	74811		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00	
INVOICE: 990048333										
173008	08/17/26	74812		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00	
INVOICE: 990049251										
173009	08/17/26	74813		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	50.00	
INVOICE: 990050231										
173010	08/17/26	74814		106735	P	08/25/26	01409 370	R&M ALL BLDNGS	450.00	
INVOICE: 990050847										
173011	08/17/26	74815		106735	P	08/25/26	01409 370	R&M ALL BLDNGS	456.00	
INVOICE: 990050482										
173012	08/17/26	74816		106735	P	08/25/26	01409 370	R&M ALL BLDNGS	760.62	
INVOICE: 990047864										
173013	08/17/26	74817		106735	P	08/25/26	01409 370	R&M ALL BLDNGS	1,847.78	
INVOICE: 990047596										
173014	08/17/26	74818		106735	P	08/25/26	01409 450	CONTRACTED SERVICES	260.00	
INVOICE: 930025929										
173015	08/17/26	74819		106735	P	08/25/26	01409 370	R&M ALL BLDNGS	2,178.00	
INVOICE: 990050871										

PAID INVOICES REPORT

WARRANT: 082526

TO FISCAL 2026/08 01/01/2026 TO 12/31/2026

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		14,556.70 YTD INVOICED			14,556.70 YTD PAID			6,302.40		
1650 U.S. BANK N.A.	172999	08/17/26	74803		106733	P	08/25/26	01410 311	PROF. SERVICES - PENSION,	556.79
INVOICE: 15373915										
VENDOR TOTALS		556.79 YTD INVOICED			556.79 YTD PAID			556.79		
2906 US BANK	173000	08/17/26	74804		106740	P	08/25/26	01402 310	PROFESSIONAL SERVICES	193.09
INVOICE: 15377220										
	173019	08/17/26	74823		106740	P	08/25/26	01410 311	PROF. SERVICES - PENSION,	116.49
INVOICE: 15373625										
VENDOR TOTALS		5,377.51 YTD INVOICED			7,014.37 YTD PAID			309.58		
4213 LET'S PLAY TODAY, LLC	173040	08/17/26	74845		106748	P	08/25/26	01451 300	EVENTS	700.00
INVOICE: MARCH 2, 2026										
VENDOR TOTALS		700.00 YTD INVOICED			700.00 YTD PAID			700.00		
3879 ZACHARY'S BBQ CO	173038	08/17/26	74843		106745	P	08/25/26	01401 187	STAFF ENGAGEMENT	1,140.05
INVOICE: 090126										
VENDOR TOTALS		1,390.05 YTD INVOICED			1,390.05 YTD PAID			1,140.05		
REPORT TOTALS										203,003.68

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	30	203,003.68

** END OF REPORT - Generated by Melinda Haldeman **

LOWER GWYNEDD TOWNSHIP SUPERVISOR LIAISON REPORT OF VOLUNTEER COMMISSION MEETING HIGHLIGHTS

Board/Commission	Environmental Advisory Council
Members/Terms	5 residents, 3-year terms appointed by the BOS
Meeting Schedule	2 nd Wednesday of each month, 7:00 pm
Supervisor Liaison(s)	Andrea Brockway and Danielle Duckett
Staff Liaison	Morgan High
Minute Taker	Morgan High

MEETING HIGHLIGHTS

Meeting Date	July 8, 2026
Decisions/Recommendations The members unanimously agreed on a proposed rule amendment for Going Green Award: former EAC members would become eligible for nomination after a one-year waiting period following their departure from the committee, and the activity being nominated must be unrelated to their EAC service. This amendment was discussed as a sensible addition and will be incorporated into the formal rules.	
Major Discussion Items - The committee discussed No Mow May for 2027. They will come up with rules and regulations and present to BOS. - Tree Giveaway planning is underway, and confirmed trees should be confirmed in August. The committee discussed decreasing the tree to 250 instead of 300 and sourcing shrubs.	

Next Meeting	Wednesday, August 12, 2026
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NOTE: This form notes significant highlights from a public board or commission meeting; it does not supplement or replace the official minutes of the meeting. Minutes are posted on the Township's website on the "Meetings" page. This form is included in the Board of Supervisor's meeting packet, which also is posted on the "Meetings" page.