



**BOARD OF COMMISSIONERS AGENDA
WORKSHOP MEETING
MONDAY, AUGUST 11, 2025, 7:00 PM**

**ZOOM MEETING ID: [837 4816 8450](https://us02web.zoom.us/j/83748168450)
[MEETING PASSCODE: TOWNSHIP](https://us02web.zoom.us/j/83748168450)**

LINK TO LIVE BROADCAST: <https://us02web.zoom.us/j/83748168450>

PUBLIC COMMENT: Residents who plan to attend the meeting in person are encouraged to comment on agenda items or bring new business to the attention of the Board of Commissioners at the beginning of the meeting.

Residents who will be attending remotely are encouraged to submit their comments or questions to the Township Manager prior to the close of the business day on the date of the meeting using the link below:

[SUBMIT PUBLIC COMMENT](#)

1. **Fireworks Display – North Hills Country Club** – review a request to waive the provisions of the fire prevention code to conduct a professional fireworks display on August 31, 2025
2. **Public Hearing - Small Cell Wireless Communication Facilities** – conduct a public hearing to accept testimony and consider enacting an ordinance to regulate small cell wireless communication facilities
3. **Township Manager’s Report** – discuss operational issues as outlined in the Monthly Report
4. **August Bill Listing** – review and approve the monthly bill listing and check reconciliation of the previous month
5. **Zoning Hearing Board Agenda** - announce the agenda of any regular or special meetings of the Zoning Hearing Board
6. **Parks and Recreation Advisory Committee** – review a letter of interest and resume from an individual interested in serving as a student representative to the Parks & Recreation Advisory Committee
7. **Friends of Mermaid Park** – review and consider authorizing a Memorandum of Understanding with a group of volunteers interested in supporting Mermaid Park
8. **Recreation Center Master Plan** – consider the use of alternative construction methods and the elimination of a second floor and other program spaces to reduce the cost of constructing and operating a new recreation center
9. **Recycling Report** – review the monthly recycling activities

10. **Environmental Advisory Commission** – receive a presentation from a subcommittee of commission members regarding recommended open space conservation measures
11. **Municipal Campus Solar Photovoltaic Project** – review the results of a Request for Proposals for a design/build solar project at the municipal campus
12. **Resolution No. 1672 – PennDOT Winter Maintenance Agreement** – a resolution authorizing the execution of a winter maintenance agreement with PennDOT to treat and remove ice and snow from state roadways
13. **Black Horse Inn** – authorize the terms of a one-year extension to the lease for Suite E; authorize the execution of a multiple listing agreement with Dan Helwig, Inc. for Suite F
14. **Flourtown Country Club** – authorize the terms of a three-year extension to the lease with the existing operator of the country club

Michael Taylor
Township Manager

MT:jld
8/5/25

NOTE: AGENDA ITEMS ARE SUBJECT TO CHANGE WITHOUT FURTHER NOTICE!

ANY INDIVIDUAL WITH A DISABILITY WISHING TO ATTEND THE ABOVE SCHEDULED MEETING AND REQUIRING AN AUXILIARY AID, SERVICE OR OTHER ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS, PLEASE CONTACT THE OFFICE OF THE TOWNSHIP MANAGER AT 215-836-7600, 72 HOURS PRIOR TO THE MEETING.

To access the live broadcast of the meeting via zoom, residents can watch:

- VIA WEB BROWSER: Copy and paste this link into your web browser: <https://us02web.zoom.us/j/83748168450>; type in the passcode: TOWNSHIP, when prompted.
- VIA ZOOM APP: if you have the Zoom App on your smartphone, tablet, or computer, open the program, click join a meeting, and enter the Meeting ID: 837 4816 8450; type in the passcode: TOWNSHIP, when prompted.
- VIA CALL-IN: Dial +1 646 558 8656 and enter the Meeting ID: 837 4816 8450; type in the passcode: TOWNSHIP, when prompted.



**BOARD OF COMMISSIONERS
PROPOSED AGENDA - BUSINESS MEETING
WEDNESDAY, AUGUST 13, 2025, 7:30 PM**

**ZOOM MEETING ID: [840 1550 9308](#)
[MEETING PASSCODE: TOWNSHIP](#)**

LINK TO LIVE BROADCAST: <https://us02web.zoom.us/j/84015509308>

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[SUBMIT PUBLIC COMMENT](#)

1. **Public Hearing - Small Cell Wireless Communication Facilities** – conduct a public hearing to accept testimony and consider enacting an ordinance to regulate small cell wireless communication facilities
2. **August Bill Listing** – review and approve the monthly bill listing and check reconciliation of the previous month
3. **Zoning Hearing Board Agenda** - announce the agenda of any regular or special meetings of the Zoning Hearing Board
4. **Recycling Report** – review the monthly recycling activities

Michael Taylor
Township Manager

MT:jld
8/5/25

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AGENDA

PUBLIC HEARING - WEDNESDAY, AUGUST 13, 2025 - 7:30 PM AMEND CHAPTER 114 (ZONING) OF THE CODE OF THE TOWNSHIP OF SPRINGFIELD TO REGULATE THE PLACEMENT OF SMALL CELL WIRELESS COMMUNICATION FACILITIES

I. PURPOSE OF HEARING

The Public Hearing is being held in compliance with Section 609 of the Pennsylvania Municipalities Planning Code to consider zoning code text amendments to regulate the placement of small cell wireless communication facilities within Springfield Township.

II. LEGAL REQUIREMENTS

The legal requirements associated with the Public Hearing have been met by publishing a Notice of the Public Hearing in the July 20 and 27, 2025 issues of the Ambler Gazette. In addition, Public Hearing Notices were posted in the Township Building and Library, and on the Township website. Copies of the full text ordinance were available in the Township Building, the Library, the offices of Montgomery Publishing, the Montgomery County Law Library and the Township website.

III. SUMMARY

In summary, the proposed ordinance amends the Code of the Township of Springfield, Chapter 114 (Zoning), by adding Article XIV-B entitled “Small Wireless Communication Facilities”, to include Section 114-14B149.1 (Purpose), Section 114-14B149.2 (Definitions), Section 114-14B149.3 (Applicability), Section 114-14B149.4 (Small Wireless Facilities within the Public Rights of Way) and Section 114-14B149.5 (Violations and Penalties).

IV. PLANNING COMMISSION REVIEWS

Springfield Township Planning Commission - read into the record the below summary:

In a letter dated June 20, 2025, the Springfield Township Planning Commission discussed the proposed ordinance at their meeting of June 17, 2025, and voted unanimously to recommend enactment of the ordinance subject to review of the definitions section by the Township Solicitor.

Montgomery County Planning Commission – Read into the record the below summary:

Under a cover letter of June 12, 2025, the Montgomery County Planning Commission provided a review of the ordinance. The County recommended enactment of the ordinance subject to a review of the definitions section to ensure that no conflicts are

created for certain terms that appear in both the proposed new article as well as the definitions section of the existing zoning ordinance.

V. PROCEDURAL COMMENTS

The Board of Commissioners is holding the public hearing on the zoning code text amendments and may call for a vote.

1. Questions from the Board.
2. Questions from those in the audience.
3. Testimony from the Board.
4. Testimony from those in the audience.

VI. CLOSING

Entertain a motion to close the public hearing related to the Ordinance amending Chapter 114 (Zoning) to regulate the placement of small cell wireless communication facilities within Springfield Township and to reconvene the business meeting.

AMT:cmt
8/5/2025

NOTICE

NOTICE is hereby given that the Board of Commissioners of Springfield Township, at its public meeting on Wednesday, August 13, 2025 in the Springfield Township Building, 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038, will hold a public hearing on and could vote to adopt an ordinance amending the Code of Springfield Township, Chapter 114 (“Zoning”) to add new Article XIVB entitled “Small Wireless Communication Facilities” to regulate small wireless communication facilities within Springfield Township. In summary, the proposed Ordinance sets forth its purpose, provides for a definition of terms, identifies permitted uses and application requirements, standards and requirements for small wireless facilities within the public rights of way, violations and penalties.

Copies of the full text of the proposed Ordinance are available for examination during normal business hours at the offices of *Montgomery Newspapers*, 307 Derstine Avenue, Lansdale, Pennsylvania, the Montgomery County Law Library, Court House, Norristown, Pennsylvania, the office of the Township Manager, Springfield Township Building, 1510 Paper Mill Road, Wyndmoor, Pennsylvania, and the Free Library of Springfield Township, 8900 Hawthorne Lane, Wyndmoor, Pennsylvania. Copies of the proposed ordinances may be obtained in the office of the Township Manager for a charge not greater than the cost of copying same. A copy of the proposed Ordinance is also available on the Township’s website, www.springfieldmontco.org.

**JAMES J. GARRITY, ESQUIRE
ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP**
Solicitors for Springfield Township

**BOARD OF COMMISSIONERS
SPRINGFIELD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2025-_____

“Small Wireless Facilities”

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF SPRINGFIELD TOWNSHIP, CHAPTER 114 (“ZONING”) TO ADD NEW ARTICLE XIVB ENTITLED “SMALL WIRELESS COMMUNICATION FACILITIES” TO REGULATE SMALL WIRELESS COMMUNICATION FACILITIES WITHIN SPRINGFIELD TOWNSHIP.

The Board of Commissioners of Springfield Township does hereby **ENACT** and **ORDAIN** as follows:

SECTION I.- Amendment to Code

The Code of the Springfield Township, Chapter 114 (Zoning) is hereby amended to add new Article XIVB (Small Wireless Facilities) as follows:

ARTICLE XIVB

Small Wireless Facilities

114-14B149.1. Purpose. With respect to small wireless facilities and associated utility poles located within right-of-way, these regulations are intended to limit interference with the use of streets, sidewalks, alleys, parkways, public utilities, public views, and certain corridors, public ways and places; limit the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic; limit interference with the other facilities and operations of facilities lawfully located in rights-of-way or public property; limit environmental damage, including damage to trees; respect the character of neighborhoods and other areas in which such facilities are installed; and facilitate the rapid deployment of facilities to provide benefits of advanced wireless services to the Township and its residences.

114-14B149.2. Definitions. The following words and phrases used in this Article shall have the meanings given to them below. These definitions shall only apply to this Article.

- (1) “Act” means the Small Wireless Facilities Deployment Act, the Act of June 30, 2021, P.L. 232, No. 50, 53 P.S. §11704.1 *et seq.*, and as may be amended from time to time in the future.
- (2) “ADA” means the Federal Americans with Disabilities Act, as amended, and all regulations adopted to implement such statute.

- (3) "Antenna" means telecommunications equipment that transmits and receives electromagnetic radio signals used in the provision of all types of wireless communications services.
- (4) "Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization, or local amendments to those codes, enacted to address threats of destruction of property or injury to persons, local zoning, land use, streets and sidewalks, rights-of-way and permitting ordinances.
- (5) "Collocate" or "collocation" means to install, mount, maintain, modify or replace small wireless facilities on an existing utility pole or other existing wireless support structure.
- (6) "Communications facility" means a set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide a communications service.
- (7) "Communications service provider" means a cable operator, as defined in 47 U.S.C. § 522(5); a provider of information service, as defined in 47 U.S.C. § 153(24); a telecommunications carrier, as defined in 47 U.S.C. § 153(51); or a wireless provider.
- (8) "Emergency" is a condition that: (i) constitutes a clear and immediate danger to the health, welfare, or safety of the public, or (ii) has caused or is likely to cause facilities in the right-of-way to be unusable and result in loss of the services provided.
- (9) "FCC" means the Federal Communications Commission of the United States.
- (10) "Municipal pole" means a utility pole owned, managed or operated by or on behalf of the Township.
- (11) "Micro wireless facility" means a small wireless facility that meets the following qualifications: (i) does not exceed two cubic feet in volume; and, (ii) has an exterior antenna no longer than 11 inches.
- (12) "Modification" or "modify." The improvement, upgrade or replacement of a small wireless facility or an existing utility pole that does not substantially change, as defined in 47 CFR 1.6100(b) (7) (relating to wireless facility modifications), the physical dimension of the small wireless facility or utility pole.
- (13) "Permit" means a written authorization required by the Township to perform an action or initiate, continue, or complete a project.
- (14) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the Township.
- (15) "Rights-of-Way" or "ROW" means the area on, below, or above a roadway, highway, street, sidewalk, alley, utility easement, or similar property, but not including a federal interstate highway, in the Township.

- (16) “Small wireless facility” means the equipment and network components, including antennas, transmitters and receivers, used by a wireless provider that meet the following qualifications:
- b. Each antenna (excluding associated antenna equipment) is cumulatively no more than three cubic feet in volume; and
 - c. The volume of all other equipment associated with the wireless communication facility is cumulatively no more than 28 cubic feet in volume. Any equipment used solely for the concealment of the small wireless facility shall not be included in the calculation of equipment volume.
- (17) “Township” means Springfield Township, Montgomery County, Pennsylvania.
- (18) “UCC” means the Pennsylvania Uniform Construction Code, as adopted and administered by the Township.
- (19) “Utility pole” means a pole or similar structure that is or may be used, in whole or in part, by or for telecommunications, electric distribution, lighting, traffic control, signage or a similar function or for collocation. The term includes the vertical support structure for traffic lights but does not include wireless support structures or horizontal structures to which signal lights or other traffic control devices are attached.
- (20) “Wireless facility” means equipment at a fixed location that enables wireless service between user equipment and a communications network, including: (i) equipment associated with wireless services; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated or the coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna.
- (21) “Wireless infrastructure provider” means a person authorized by the Pennsylvania Public Utility Commission that builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.
- (22) “Wireless provider” means a wireless infrastructure provider or a wireless services provider.
- (23) “Wireless services” means any services, whether at a fixed location or mobile, provided to the public using wireless facilities.
- (24) “Wireless services provider” means a person who provides wireless services.
- (25) “Wireless support structure” means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; existing billboard; or, other existing or proposed, permitted structure designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

114-14B149.3. Applicability. All small wireless facilities shall be subject to the regulations set

forth in this Article and this Article shall supersede any other sections in the Zoning Ordinance that may conflict with the requirements of this Article.

114-14B149.4. Small Wireless Facilities Within the Public Rights-of-Way.

A. Permitted Use; Application; Application Fees.

(1) Permit Required. All persons or entities who desire to install a small wireless facility within a right-of-way, whether by co-location, replacement of an existing utility pole, or by the installation of a new utility pole, shall file an application in writing for a permit with the Zoning Officer.

(2) Application Requirements. All applications for permits filed pursuant to this Article shall be on a form, paper or electronic, provided by the Township. In order to be considered a complete application, such application shall include all of the following:

(a) A written application form identifying in detail the name of the wireless provider and contact information for the wireless provider and the name and contact information of the person who prepared the application and whether the wireless provider proposes erection of a new utility pole or co-location on an existing utility pole.

(b) Precise location of all portions of the proposed small wireless facility, including pole mounted and ground mounted small wireless facility components.

(c) Identity of the owner of the utility pole if the wireless provider proposes co-location on an existing utility pole or location on a proposed utility pole which is not to be owned by the wireless provider.

(d) A report by a qualified engineering expert which shows that the small wireless facility will comply with all applicable FCC regulations. The report must identify the person who prepared the report and his or her qualifications and contact information.

(e) Construction drawings demonstrating compliance with Section 3 of the Act, the UCC, this Article, and applicable codes.

(f) Plans showing the proposed small wireless facility installation sealed by a professional engineer which shall contain a certification that after installation of the facility, any sidewalk, curb, or curb cuts which may be impacted will comply with the ADA after installation of the small wireless facility. The plan shall meet all of the following requirements and include all of the following information:

[1] Existing right-of-way width, sidewalk, curbing, and cartway widths and sufficient information to demonstrate that the small wireless facility will be located completely within the existing public street right-of-way and will not interfere with the safe operation of traffic control equipment, sight lines, or clear zones for vehicles or pedestrians.

[2] Location of all storm water management facilities within the

affected public street right-of-way including swales, inlets, rain gardens, and pipes, with sufficient information to demonstrate that the small wireless facility will be located and installed in a manner that will not interfere with existing storm water management facilities.

[3] Location of all utility facilities within the public street right-of-way, including but not limited to, public water and sewer facilities, all hydrants and manholes with sufficient information to demonstrate that the small wireless facility will be located and installed in a manner that will not interfere with existing utility facilities.

(g) Where the application proposes co-location on an existing or proposed utility pole which is not (or is not to be) a municipal pole or is located within (or proposed to be located within) right-of-way that is not the Township's, written permission from the owner (or proposed owner) of the existing (or proposed) utility pole or right-of-way.

(h) Where the application proposes installation of a new utility pole, a self-certification that the wireless provider has determined in good faith that it cannot meet its service reliability and functional objectives of the wireless service provider by co-locating on an existing utility pole or municipal pole. This self-certification shall include documentation of the basis of the determination which shall identify all existing utility poles and municipal poles in the vicinity and why they are not suitable.

(i) Where a collocation, a replacement utility pole, new utility pole or excavation is proposed for any reason, the wireless provider may be required to obtain a building permit, electrical permit, right-of-way permit or other permit of general applicability in connection with such work.

(3) When Application Not Required. An application shall not be required for: (i) routine maintenance or repair work on an existing, permitted small wireless facility; (ii) the replacement of an existing, permitted small wireless facility with a small wireless facility that is substantially similar to, the same size as, or smaller than the existing small wireless facility, provided, however, that the replacement small wireless facility still qualifies as a small wireless facility as defined herein, or (iii) for the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between existing utility poles, in compliance with the National Electrical Safety Code. The Township may, nevertheless, require permits to perform work within the right-of-way for the activities described above, if that work involves excavation, closure of a sidewalk, or closure of a vehicular lane. Any permits required pursuant to this section shall be subject to the requirements of the Act, any applicable Federal or State laws, codes, regulations, or Township ordinances, and the continued consent of the utility pole and right-of-way owners.

(4) Application Fees. All applications for permits shall include the following fees:

(a) For an application seeking approval for between one and five co-located small wireless facilities: \$500.

(b) For an application seeking approval of more than five co-located small wireless facilities: \$500 plus \$100 for each co-located small wireless facility beyond five.

(c) For an application seeking approval of a single, small wireless facility that requires the installation of a new or replacement utility pole: \$1,000.

(d) The fees established by this section may be adjusted upward by resolution of the Township as authorized by section 7(c) of the Act.

(5) Consolidated Applications.

(a) An applicant may submit a consolidated application for up to twenty (20) small wireless facilities, if all the small wireless facilities in the consolidated application are substantially the same type.

(b) If the Township denies the application for one or more small wireless facilities in a consolidated application, the Township may not use the denial as a basis to delay the application process of any other small wireless facility in the same consolidated application.

(c) A single permit (subject, however, to the Application Fees set forth in subparagraph 114-14B149.4(A)3 above) may be issued for siting and collocating multiple small wireless facilities spaced to provide wireless coverage in a contiguous area.

(d) A single wireless provider may not submit more than one (1) consolidated or twenty (20) individual application packages to the Township in any thirty (30) day period. Should a single wireless provider submit more than one (1) consolidated or twenty (20) individual application packages within any forty-five (45) day period, the processing deadlines set forth herein shall be extended by an additional fifteen (15) days to allow the Township to complete its review of the application package.

(e) A single wireless provider shall not circumvent the consolidated or individual application package limits by requiring a third-party to make application on behalf of that wireless provider and any application by such a third-party shall be, for the purposes of counting the number of small wireless facilities a single wireless provider has before the Township, counted as an application by the wireless provider.

B. Consideration of Application and Issuance of Permit.

(1) Within ten (10) business days of receiving an application, the Township will determine and notify the applicant whether the application is complete. If an application is incomplete, the Township will provide written notice to the applicant and specifically identify the missing documents or information. All deadlines contained in this Article shall restart upon the submission of a complete application.

(2) An application for co-location shall be approved or denied by the Township within sixty (60) days of the receipt of a completed application.

(3) An application to replace an existing utility pole or install a new utility pole with the small wireless facility attached shall be approved or denied by the Township within ninety (90) days of the receipt of a completed application.

(4) If there are errors or deficiencies in an application, the Township will provide the applicant with written notice of the basis for the denial.

(5) The applicant may cure the deficiencies and resubmit a revised application within thirty (30) days. A revised application received after 30 days shall be deemed a new application.

(6) The Township shall determine whether all deficiencies have been addressed in the revised application. The Township will notify the applicant of approval or denial within thirty (30) days of resubmittal.

(7) Any resubmitted application that addresses or changes other sections shall afford the Township an additional fifteen (15) days to review the resubmittal and shall trigger an additional application fee to be paid by the applicant with the resubmittal.

(8) Once all requirements of the Act and this Article have been met, the Township shall issue a permit to authorize installation of the small wireless facility and an invoice for the right-of-way fee for the small wireless facility.

(9) The work involved with the proposed co-location, the modification or replacement of a utility pole or the installation of a new utility pole with small wireless facilities attached, for which a permit is granted under this Article, shall be completed within one year of the permit issuance date.

(10) Subject to the permit requirements and the wireless provider's right to terminate the service permitted under the permit at any time, the permit shall grant the wireless provider authorization to operate and maintain the small wireless facility and any associated equipment on the utility pole covered by the permit for a period of five years, which shall be renewed for two additional five-year periods if the permit holder is in compliance with the criteria set forth in this Article and the Act, and the permit holder has obtained all necessary consent from the utility pole and right-of-way owner.

C. Design Standards. Small wireless facilities and utility poles installed to support small wireless facilities in the ROW shall comply with the following requirements:

(1) The small wireless facility, all associated equipment, and existing, replacement or new utility poles shall meet the size and height limits in the Act.

(2) Utility pole installations, modifications, and replacements relating to small wireless facility collocations shall be fabricated from material having a degree of strength capable of supporting the small wireless facility and shall be capable of withstanding wind forces and ice loads in accordance with applicable codes and standards.

(3) To the extent technically feasible, small wireless facilities shall be of a color that is

consistent with or most blends into the structure on which they are installed, unless a different color, approved by the Township, is needed for public safety or service reliability reasons.

(4) Wires and cables connecting the antenna and appurtenances serving the small wireless facility shall be installed in accordance with the version of the National Electrical Code and National Electrical Safety Code adopted by the Township and in force at the time of installation. In no event shall wiring and cabling serving the small wireless facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility, or telephone utility.

(5) Guy wires and similar support structures may not be used as part of the installation of any small wireless facility, unless the small wireless facility is proposed to be attached to an existing utility pole that incorporated guy wires prior to the date of the small wireless application.

(6) The small wireless facility, including any ground-mounted equipment, shall be grounded in accordance with the requirements of the most current edition of the National Electrical Code and National Electrical Safety Code adopted by the Township regarding grounding of wireless facilities.

(7) Other than the minimum size of warning or notification signs as required by federal law or regulations, or small identification and location markings, a small wireless facility shall not have signs installed thereon.

(8) Wireless providers and their employees, agents, and contractors shall have the right of access to utility poles, and small wireless facilities in the ROW at all times for purposes consistent with this Article.

(10) Small wireless facilities shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians and/or motorists or to otherwise inconvenience public use of the right-of-way or interfere with a fire hydrant, fire station, fire escape, water valve, underground vault, valve housing structure, or any other public health or safety facility. This shall include, but not be limited to, any interference with compliance with the ADA. Without limitation of the foregoing, new utility poles and small wireless facilities shall not be installed directly over or otherwise interfere with any water or sewer service line, and new utility poles installed or replaced in order to accommodate attached small wireless facilities shall be located a minimum of two (2) feet from any sidewalk, path or trail and shall not obstruct vehicular, pedestrian, or cyclist traffic or sight lines.

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

(12) All equipment of the small wireless facility which is mounted on a utility pole shall provide the minimum clearance of twelve (12) feet from (above) grade and otherwise comply with Chapter 92, "Street and Sidewalks", of the Township Code.

(13) To the extent technically feasible, new utility poles installed to support small wireless facilities shall be made of the same or similar material as existing poles in the immediate

area.

(14) No small wireless facility shall interfere with public safety communications or the reception of broadband, television, radio, or other communications' services enjoyed by the occupants of properties adjacent to, proximate to, or nearby the small wireless facility.

(15) Any tree-disturbing activity necessary for the installation or collocation of small wireless facilities and utility poles installed to support them shall comply with any applicable codes, and shall be accompanied by a signed report prepared by a certified arborist and explaining how and why the proposed installation or collocation can be accomplished without significant harm to any tree being disturbed.

(16) Small wireless facilities and the utility poles on which they are collocated shall not be lighted or marked by artificial means, except when small wireless facilities are collocated on a light pole or where illumination is specifically required by the Federal Aviation Administration or other federal, state, or local regulations.

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

(18) All accessory equipment shall be contained within a single equipment shroud or cabinet. No accessory equipment shall feature any visible lighting, including flashing indicator lights, unless required by state or federal law.

(19) No small wireless facility shall utilize, or rely upon, a solar generated power system affixed to the small wireless facility, accessory equipment, or support structure. All power needs must be delivered from an external generation source.

D. Maintenance, Damage, Repair and Indemnification.

(1) The wireless provider shall maintain the small wireless facility in a manner that meets or exceeds all of the design standards of this Article and all standards of the UCC. If the small wireless facility is the only facility on a utility pole, the wireless provider shall maintain the utility pole in accordance with this Article and all applicable requirements. The wireless provider shall remove any graffiti on the small wireless facility, including but not limited to ground-mounted accessory equipment, within fifteen (15) days after notice from the Township to do so.

(2) A wireless provider shall repair, at its sole cost and expense, any damages, including, but not limited to, subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to the Township's streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems, or sewer or water systems and water and sewer lines directly resulting from any activities performed in connection with the installation and/or maintenance of the facility, including the failure to properly maintain the small wireless facility, of a wireless facility in the ROW. The wireless provider shall restore such areas, structures, and systems to substantially the same condition in which they existed prior to the installation or maintenance or failure to maintain that necessitated the repairs. If the wireless provider fails to make the repairs required by the Township within thirty (30) days after written notice, the Township may perform those repairs and

charge the wireless provider the reasonable, documented cost of the repairs required by the Township or the Act, plus a \$500 penalty. Any wireless provider who fails to make such required repairs shall not be eligible to receive a new permit from the Township until the wireless provider has paid the amount assessed for the repair costs and the assessed penalty or has deposited the amount assessed for the repair costs and the assessed penalty in escrow with the court adjudicating the merits of any dispute.

(3) A wireless provider shall fully indemnify and hold the Township and its officers, employees and agents harmless against any claims, lawsuits, judgments, costs, liens, expenses or fees or any other damages caused by the act, error or omission of the wireless provider or its officers, agents, employees, directors, contractors or subcontractors while installing, repairing or maintaining small wireless facilities or utility poles within the right-of-way.

E. Small Wireless Facilities in an Underground District. In any area of the Township in which all cable facilities and utility facilities, other than municipal poles and attachments, are currently underground and/or are required to be placed underground and in which municipal poles may be replaced, any wireless provider wishing to place a small wireless facility shall also meet the requirements for such underground facilities.

F. Relocation, Removal or Abandonment of Small Wireless Facility in the ROW.

(1) Within ninety (90) days following written notice from the Township, a wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change, or alter the position of any small wireless facilities or utility pole for which it has a permit hereunder whenever the Township has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Township improvement in or upon, or the operations of the Township in or upon, the ROW. In such cases the Township shall reasonably work with the wireless provider to allow for continuity of service and use of an alternative location as needed.

(2) The Township retains the right to cut or move any small wireless facilities or utility poles located within the ROW, as the Township may determine to be necessary, appropriate, or useful in response to any public health or safety issue. If circumstances permit, the Township shall notify the wireless provider and provide it an opportunity to move its small wireless facilities or utility poles prior to cutting or removing them, and in all circumstances shall promptly notify the wireless provider after cutting or removing a small wireless facility or utility pole.

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

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

(5) A wireless provider which elects to discontinue the use of a small wireless facility

shall notify the municipality in writing not less than 45 days prior to the proposed discontinuance date of use of the small wireless facility, which notice shall specify when and how the wireless provider will remove the small wireless facility and, if applicable, the utility pole. The wireless provider shall complete the removal within 45 days of the discontinuance of the use of the small wireless facility. A permit issued under this Article for a small wireless facility which is voluntarily removed shall expire upon the earlier to occur of the deadline set forth in this subparagraph or the removal of the small wireless facility.

(6) The Township may require a wireless provider to remove an abandoned small wireless facility or utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole within 120 days of abandonment. Should the wireless provider fail to timely remove the abandoned small wireless facility or utility pole, the Township, upon providing 30 days' prior written notice to the wireless provider, may remove the small wireless facility or utility pole to be removed and may recover the actual cost of such removal from the wireless provider. A small wireless facility or utility pole shall be deemed abandoned upon the earlier of the date that the wireless provider indicates in any way that it is abandoning the small wireless facility or utility pole, or the date that is 120 days after the date that the small wireless facility or utility pole ceases to be used, unless the wireless provider gives the Township reasonable evidence that it is diligently working to place the small wireless facility or utility pole back in service. The Township reserves the right to inspect and to request information from the wireless provider, which the wireless provider shall provide following such request, as to the continued use of the wireless provider's small wireless facility within the right-of-way. The Township reserves the right (unless prohibited by law) to require a wireless provider to provide financial security to the Township sufficient to cover the costs of removal of the small wireless facility if such use is discontinued or abandoned. The wireless provider shall submit an estimate of such removal costs to the Township Engineer for review and approval of the same. Said financial security shall remain in place until the small wireless facility is removed.

G. Right-of-Way Management Fee. In accordance with Section 3(c) of the Act, the Township hereby imposes an annual fee for the use of right-of-way in the amount of \$270 per small wireless facility or \$270 per new utility pole with a small wireless facility (pro-rated from the first day the facility is constructed to the end of the year and for each year thereafter that the facility remains in the right-of-way). The owner of each small wireless facility installed within the Township shall be responsible to pay such right-of-way fee whether or not such owner receives an invoice from the Township. The fee will be due by January 31 of the calendar year for the calendar year to which the fee relates.

(1) The failure to pay the annual right-of-way fee shall be a violation of this Article and shall be subject to the penalties and remedies in this Article.

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

(3) The annual fee may be adjusted by resolution of the Township as authorized by Section 7(c) of the Act.

(4) The owner of each small wireless facility installed within a right-of-way on the effective date of this Article shall provide the Township with a report identifying each existing small wireless facility, identifying the location of such small wireless facility, the dimensions of such small wireless facility, and the date of installation, and the date the small wireless facility becomes operational. This report shall include the name and contact information for the owner of the small wireless facilities, including the address to send invoices for the annual right-of-way fee and any notices under this Article and shall be received by the Township no more than thirty (30) days after the Effective Date of this Article or the date the small wireless facility becomes operational, whichever occurs first.

(5) The owner of each small wireless facility shall provide the Township with up-to-date contact information. If ownership of a small wireless facility changes, the new owner of the small wireless facility shall provide notice and new contact information to the Township within 30 days of the transfer of ownership.

Section 114-14B149.5. Violations and Penalties.

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

(1) To install a small wireless facility prior to obtaining the permit required by this Article.

(2) To install a small wireless facility in a manner other than that authorized by the permit.

(3) To place any false or misleading information on an application including, but not limited to, incorrectly identifying the right-of-way width, the identity of the owner of a utility pole, the precise location of the utility pole, or the size and location of any proposed or existing equipment.

(4) To fail to timely make any payment required by this Article or to make a payment by means which is later dishonored.

(5) To violate any other provision of this Article.

B. Penalties. Any Person who violates or permits the violation of any provision of this Ordinance shall, upon being found liable therefor in a civil enforcement proceeding commenced by the Township, pay a judgment of not more than \$500 plus all court costs, including reasonable attorney fees incurred by the Township as a result thereof. No judgment shall commence or be imposed, levied or payable until the date of the determination of a violation by the district justice. If the defendant neither pays nor timely appeals the judgment, the Township may enforce the judgment pursuant to the applicable rules of civil procedure. Each day that a violation continues shall constitute a separate violation, unless the district justice determining that there has been a violation further determines that there was a good faith basis for the person, partnership or corporation violating the ordinance to have believed that there was no such violation, in which event there shall be deemed to have been only one such violation until the fifth day following the date of the determination of a violation by the district justice and thereafter each day that a violation continues shall constitute a separate violation. All judgments, costs and reasonable attorney fees collected for the violation of this Article shall be paid over to the Township.

SECTION II.- Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors of Springfield Township that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III.- Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION IV.- Effective Date

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION V.- Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

[SIGNATURE PAGE TO FOLLOW]

ORDAINED AND ENACTED by the Board of Commissioners of Springfield Township,
Montgomery County, Pennsylvania, this ____ day of _____, 2025.

SPRINGFIELD TOWNSHIP

By: _____
James M. Lee, President,
Board of Commissioners

Attest: _____
A. Michael Taylor, Township Manager/ Secretary



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Susanna O. Ratsavong
Vice President

Peter D. Wilson
Jonathan C. Cobb
Brendan May
Elizabeth McNamara
Edward H. Morris, III

Michael Taylor
Township Manager
Springfield Township

June 20, 2025

Re: Springfield Township's Planning Commission Recommendation on the proposed Small Cell Wireless Facilities Zoning Ordinance Amendment

OFFICERS

A. Michael Taylor
Secretary-Manager

James J. Garrity
Solicitor

Joelle Kleinman
Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Dear Mr. Taylor,

This letter is sent to inform you that on Tuesday, June 17, 2025, the Springfield Township Planning Commission reviewed the proposed Small Cell Wireless Facilities Zoning Ordinance Amendment.

The Planning Commission recommends approval of the proposed Small Cell Wireless Facilities Zoning Ordinance Amendments as submitted, with the condition that final disposition of the definitions section be to the satisfaction of the Township Solicitor's Office. This recommendation was unanimous with a vote of 8 in favor and 0 in opposition.

Respectfully Submitted,

Amanda Helwig, Chairperson
Springfield Township Planning Commission

File Copy (2)

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

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

WWW.MONTGOMERYCOUNTYPA.GOV



**MONTGOMERY COUNTY
PLANNING COMMISSION**

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

610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

June 12, 2025

Mr. Mark Penecale, Director of Planning and Zoning
Springfield Township
1510 Paper Mill Road
Wyndmoor, Pennsylvania 19038

Re: MCPC #25-0105-001
Zoning Text Amendment: Small Cell Wireless Ordinance
Springfield Township

Dear Mr. Penecale:

We have reviewed the above-referenced zoning text amendment in accordance with Section 609 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on May 9, 2025. We forward this letter as a report of our review.

BACKGROUND

Springfield Township is proposing to amend Chapter 114, Zoning, to include a new article, XIVB, entitled "Small Wireless Communication Facilities" to regulate small wireless communication facilities within Springfield Township. The proposed ordinance amendment further includes a set of definitions to apply exclusively to the proposed article.

RECOMMENDATION

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

REVIEW COMMENTS

DEFINITIONS

The proposed definitions within 114-14B149.2 will create a set of definitions to apply exclusively to this proposed article. In some cases, similar definitions currently exist within 114-21, Zoning, Definitions; therefore the township may wish to scrutinize the proposed definitions and existing terms. For example, variations of "antenna", "wireless facility", and "wireless support structure" are defined both in the proposed definitions section applying to the new article and the existing definition sections of the overall zoning ordinance.



CONCLUSION

We wish to reiterate that MCPC generally supports the proposed zoning ordinance text amendment; however, we encourage the township to evaluate the issue raised above.

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

Should the governing body adopt this proposed zoning ordinance amendment, Section 609 of the Municipalities Planning Code requires that we be sent an official copy within 30 days.

Sincerely,



Margaux Petruska, Community Planner II

Margaux.petruska@montgomerycountypa.gov – 610-278-3728

c: Michael Taylor, Springfield Township Manager
Amanda Helwig, Chair, Springfield Township Planning Commission

BILL LISTING

August 7, 2025

GENERAL FUND

PRE-PAID 7/14/2025 96.90

PRE-PAID 7/15/2025 16,610.02

CURRENT 8/7/2025 634,237.58

ADDENDUM -

TOTAL - GENERAL FUND 650,944.50

CAPITAL RESERVE

PRE-PAID

CURRENT 8/7/2025 141,267.46

ADDENDUM -

TOTAL - CAPITAL RESERVE 141,267.46

HIGHWAY AID

PRE-PAID 7/14/2025 10,791.69

CURRENT 8/7/2025 17,887.45

ADDENDUM -

TOTAL - HIGHWAY AID 28,679.14

RECYCLING

CURRENT -

ADDENDUM -

TOTAL - RECYCLING -

TOTAL BILLS TO BE APPROVED

820,891.10

GENE - FUND
PRE-PAID BILL LISTING

July 14, 2025

Type	Date	Num	Memo	Account	Amount
PECO (L)					
Bill	07/14/2025	82222 070325	Bruce Rd SL Electric	434-010 . STREET LIGHTING	96.90
Total PECO (L)					96.90
TOTAL					96.90

GENE _ FUND
PRE-PAID BILL LISTING
July 15, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(400-500 . VEHICLE EXPENSES		357.83
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(410-500 . VEHICLE EXPENSE		4,562.34
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(413-500 . AUTO		894.58
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(430-500 . VEHICLE EXPENSES		3,131.01
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(424-500 . VEHICLE EXPENSES		5,594.91
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(413-500 . AUTO		919.71
Bill	07/15/2025	1293607-IN	June 20,, 2025 Fuel Delivery 4000 Gal Gas/320(430-500 . VEHICLE EXPENSES		1,149.64
Total PILOT THOMAS LOGISTICS LLC					16,610.02
TOTAL					<u>16,610.02</u>

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
1st DEFENSE FIRE PROTECTION					
Bill	07/17/2025	2299602	FCC - 14 Fire Extinguisher Inspection	451-482 . FLOURTOWN CC	181.00
Bill	07/17/2025	2299606	111 Fire Extinguisher Inspections, 7 recharges	402-200 . GENERAL EXPENSES	1,081.00
Bill	07/17/2025	2299606	111 Fire Extinguisher Inspections, 7 recharges	440-400 . MAIN. & REPAIRS	200.00
Bill	07/17/2025	2299606	111 Fire Extinguisher Inspections, 7 recharges	451-425. REC HALL	100.00
Total 1st DEFENSE FIRE PROTECTION					1,562.00
21st CENTURY MEDIA					
Bill	07/22/2025	2738343	Bid Notice - Sale of Used Vehicle	400-210 . ADVERT.&PRINTING	186.16
Bill	07/22/2025	2735179	ZHB Notice	400-210 . ADVERT.&PRINTING	328.07
Total 21st CENTURY MEDIA					514.23
AMAZON CAPITAL SERVICES					
Bill	08/06/2025	1KL6-6C9T-QC7K	Order #114-0415278-5358632	400-200 . GENERAL EXPENSE	25.79
Bill	08/06/2025	1TKX-WD16-QMKY	Order #114-5157486-2247469	410-105 . M & S - CLERK	16.98
Bill	08/06/2025	1TKX-WD16-QMKY	Order #114-1085814-2449008	410-200 . GEN. EXP. C OF P	262.61
Bill	08/06/2025	1TKX-WD16-QMKY	Order #114-9346552-8097053	410-200 . GEN. EXP. C OF P	33.38
Bill	08/06/2025	1TKX-WD16-QMKY	Order #114-8094871-8791412	410-101 . M & S - AI	260.97
Credit	08/06/2025	1W1J-1VJN-7JQ3	Credit Memo	410-200 . GEN. EXP. C OF P	-8.99
Credit	08/06/2025	1G7G-RCJQ-7QP4	Credit Memo	410-200 . GEN. EXP. C OF P	-14.95
Credit	08/06/2025	1J7L-6DWQ-91PV	Credit Memo	410-200 . GEN. EXP. C OF P	-14.95
Bill	08/06/2025	13RT-X7N6-PWFC	Order #112-9026121-8555453	450-073 . KIDZ KLUBHOUSE	8.81
Bill	08/06/2025	13RT-X7N6-PWFC	Order #112-8803423-2432230	450-073 . KIDZ KLUBHOUSE	12.86
Bill	08/06/2025	13RT-X7N6-PWFC	Order #112-7466505-6129018	450-073 . KIDZ KLUBHOUSE	81.23
Bill	08/06/2025	13RT-X7N6-PWFC	Order #112-2608929-3925068	450-073 . KIDZ KLUBHOUSE	2.44
Credit	08/06/2025	1W9Y-6FRW-7FMW	Credit Memo	450-073 . KIDZ KLUBHOUSE	-1.96
Credit	08/06/2025	1KRT-XP11-7DTG	Credit Memo	450-073 . KIDZ KLUBHOUSE	-0.01
Credit	08/06/2025	1C9R-6G9L-6LXF	Credit Memo	450-073 . KIDZ KLUBHOUSE	-1.99
Credit	08/06/2025	1LC7-4XGY-6WLR	Credit Memo	450-073 . KIDZ KLUBHOUSE	-1.39
Credit	08/06/2025	193C-XMHY-71MP	Credit Memo	450-073 . KIDZ KLUBHOUSE	-1.76
Credit	08/06/2025	19G4-1LXQ-714F	Credit Memo	450-073 . KIDZ KLUBHOUSE	-0.14
Bill	08/06/2025	1LYG-FGV6-PHVR	Order #113-5951850-1877812	410-105 . M & S - CLERK	27.54
Bill	08/06/2025	1LYG-FGV6-PHVR	Order #113-1326039-1444252	430-100 . MAT & SUPPLIES	68.55

GENERAL FUND Bill L. King

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	08/06/2025	1LYG-FGV6-PHVR	Order #113-0941914-9239456	402-100 . MATERIAL & SUPPLIES	324.25
Bill	08/06/2025	1LYG-FGV6-PHVR	Order #113-0941914-9239456	440-400 . MAIN. & REPAIRS	167.03
Bill	08/06/2025	1LYG-FGV6-PHVR	Order #111-8468234-0042631	430-500 . VEHICLE EXPENSES	26.98
Bill	08/06/2025	1LYG-FGV6-PHVR	Order #113-2213202-5676217	402-100 . MATERIAL & SUPPLIES	234.63
Total AMAZON CAPITAL SERVICES					1,507.91
AQUA PA					
Bill	07/28/2025	0035672 072525	100 Allison Road July 2025	451-420 . MAINT & REPAIR	24.09
Bill	08/06/2025	0035652 072925	Pistol Range July 2025	402-110 . UTILITY EXPENSES	30.85
Bill	08/06/2025	0037208 072825	BHI 1432 Beth Pike July 2025	402-110 . UTILITY EXPENSES	208.75
Bill	08/06/2025	1425062 072825	1510 Paper Mill - Fire July 2025	402-110 . UTILITY EXPENSES	118.17
Bill	08/06/2025	1425061 072825	1510 Paper Mill July 2025	402-110 . UTILITY EXPENSES	168.05
Bill	08/06/2025	1425060 072825	8900 Hawthorne - Fire July 2025	440-110 . UTILITY EXPENSES	118.17
Bill	08/06/2025	1425059 072825	8900 Hawthorne Ln July 2025	440-110 . UTILITY EXPENSES	201.85
Bill	08/06/2025	1425058 072825	1600 Paper Mill - Fire July 2025	402-110 . UTILITY EXPENSES	118.17
Bill	08/06/2025	1425055 072825	1600 Paper Mill July 2025	402-110 . UTILITY EXPENSES	348.10
Bill	08/06/2025	1402384 072825	1200 E Willow Grove July 2025	451-420 . MAINT & REPAIR	864.93
Bill	08/06/2025	1402383 072825	1200 E Willow Grove July 2025	451-420 . MAINT & REPAIR	65.30
Bill	08/06/2025	0035701 072825	201 Montgomery July 2025	451-420 . MAINT & REPAIR	25.78
Bill	08/06/2025	0356819 072825	707 E Hartwell July 2025	451-420 . MAINT & REPAIR	22.40
Total AQUA PA					2,314.61
AT&T					
Bill	07/24/2025	574375	File Code #4373874	410-101 . M & S - AI	170.00
Total AT&T					170.00
AXON ENTERPRISES INC					
Bill	07/21/2025	INUS361292	50 Taser Cartridges	410-103 . M & S - PATROL	2,121.50
Total AXON ENTERPRISES INC					2,121.50
B IRVINE ENTERPRISES LLC					
Bill	08/06/2025	6731	Park Mowing 6/30 -7/28/2025	451-400 . PARK LAND	4,875.00
Total B IRVINE ENTERPRISES LLC					4,875.00
BAGSPOT OET WASTE SOLUTIONS					
Bill	07/14/2025	BGSPT-9182	10 units of one pull bags	451-400 . PARK LAND	679.50

GENERAL FUND

Bill Liang

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Total BAGSPOT OET WASTE SOLUTIONS					
BAKER & TAYLOR					
Bill	07/14/2025	5019590729	58 Books	440-150 . BOOKS AND MATERIALS	903.24
Bill	07/25/2025	5019588547	1 Book	440-150 . BOOKS AND MATERIALS	11.61
Bill	07/25/2025	5019605174	30 Books	440-150 . BOOKS AND MATERIALS	548.24
Bill	07/25/2025	5019598176	28 Books	440-150 . BOOKS AND MATERIALS	489.31
Bill	08/06/2025	5019611360	26 Books	440-150 . BOOKS AND MATERIALS	465.49
Bill	08/06/2025	5019515835	32 Books	440-150 . BOOKS AND MATERIALS	572.05
Total BAKER & TAYLOR					2,989.94
BERGEY'S INC					
Bill	07/14/2025	TK745622R	Various Tires for Refuse/Recycle Trucks	424-500 . VEHICLE EXPENSES	1,905.58
Bill	07/28/2025	TK746213R	5 Tires for Refuse Vehicles	424-500 . VEHICLE EXPENSES	1,776.08
Bill	08/06/2025	TK745995r	Tires	424-500 . VEHICLE EXPENSES	698.00
Credit	08/06/2025	TK746337R	Credit Memo	424-500 . VEHICLE EXPENSES	-20.00
Total BERGEY'S INC					4,359.66
BILLOWS ELECTRIC SUPPLY					
Bill	07/14/2025	S059133881.002	Underground Electrical Box	451-482 . FLOURTOWN CC	181.02
Bill	07/14/2025	S059133881.001	Electrical Supplies	451-482 . FLOURTOWN CC	689.00
Total BILLOWS ELECTRIC SUPPLY					870.02
BRAZILIAN UNITED SOCCER LLC					
Bill	08/06/2025	1103	Soccer Camp	450-071 . SOCCER CAMP	2,509.50
Total BRAZILIAN UNITED SOCCER LLC					2,509.50
BUCKS CO WATER & SEWER					
Bill	07/28/2025	5057039-00 071825	1725 Walnut - July 2025 Sewer Invoice	402-110 . UTILITY EXPENSES	28.90
Bill	07/28/2025	5057786-00 071825	Rec Hall 1200 Willow Grove - July 2025 Sewer Invoice	451-425 . REC HALL	26.27
Bill	07/28/2025	5055124-01 071825	1502 Paper Mill Road - July 2025 Sewer Invoice	402-110 . UTILITY EXPENSES	18.49
Bill	07/28/2025	5050678-00 071825	BHI - July 2025 Sewer Invoice	402-110 . UTILITY EXPENSES	40.57
Total BUCKS CO WATER & SEWER					114.23
C & C TECHNOLOGIES					
Bill	07/16/2025	10130	IT Parts - Wasabi Off site Backup Storage	410-208 . COMMUNICATIONS - GEN	300.00
Bill	07/16/2025	10130	IT Parts - Wasabi Off site Backup Storage	400-230 . OFFICE EQUIP RENTAL	300.00

GENERAL FUND
Bill Listing
July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Total C & C TECHNOLOGIES					600.00
CANDLESTICK COMMUNICATIONS					
Bill	08/06/2025	RET250801	Retainer Replenishment for Municipal Phone Sy 402-200 . GENERAL EXPENSES		1,500.00
Total CANDLESTICK COMMUNICATIONS					1,500.00
CLARKE PRINTING					
Bill	08/06/2025	10761	Business cards - C Wiley	410-210 . ADVERTISING&PRINTING	97.93
Bill	08/06/2025	10768	Business cards - C Calhoun	410-210 . ADVERTISING&PRINTING	97.93
Total CLARKE PRINTING					195.86
COMCAST					
Bill	07/22/2025	0119021 071425	Xfinity Service 0721 - 08/20/2025	410-300 . COMMUNICATIONS COFP	43.85
Bill	07/22/2025	0119021 071425	Xfinity Service 0721 - 08/20/2025	400-300 . COMMUNICATION	43.86
Bill	07/23/2025	0133535 071725	Internet Service at Range 7/22/25 - 8/21/25	410-308 . COMMUNICATIONS	158.05
Bill	07/25/2025	0135290 071525	Xfinity Subscription 07/20/2025 - 808/19/2025	440-400 . MAIN. & REPAIRS	10.51
Total COMCAST					256.27
COMMONWEALTH OF PA					
Bill	07/14/2025	1421577	2025 MS4 Permit Fee	431-200 . GENERAL EXPENSES	2,500.00
Total COMMONWEALTH OF PA					2,500.00
COMMONWEALTH PRECAST, INC.					
Bill	07/15/2025	30956	Bike Grate/C Top Grate	430-400 . MAIN. & REPAIRS	630.00
Total COMMONWEALTH PRECAST, INC.					630.00
DAVID H LIGHTKEP					
Bill	08/06/2025	597175	Hex Nut	430-500 . VEHICLE EXPENSES	7.96
Bill	08/06/2025	597350	Oil Cap	430-500 . VEHICLE EXPENSES	2.79
Total DAVID H LIGHTKEP					10.75
DAVIDHEISER'S INC					
Bill	08/06/2025	30082	Test & Cert 1 Stop Watche	410-404 . M & R - TRAFFIC	24.00
Bill	08/06/2025	30081	Test & Cert 9 Stop Watches, 2 ESP Check	410-404 . M & R - TRAFFIC	302.00
Total DAVIDHEISER'S INC					326.00
DEL VAL TRUCK SERVICE INC					
Bill	08/06/2025	79924	Repairs to Rear Springs on R-12	424-500 . VEHICLE EXPENSES	5,513.22
Total DEL VAL TRUCK SERVICE INC					5,513.22

GENERAL FUND

Bill L. ng

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
DEL VALLEY WORKERS COMP					
Bill	08/01/2025	Audit24-SPRING	2024 WC Audited Payroll	471-100 . WKRS COMPENSATION	9,002.00
Total DEL VALLEY WORKERS COMP					9,002.00
DENNEY ELECTRIC SUPPLY					
Bill	07/16/2025	S102442510.001	Electrical	451-482 . FLOURTOWN cc	30.96
Total DONALD FANTRY					30.96
DONALD FANTRY					
Bill	07/14/2025	MEMO 071525	December 29, 2024 - June 28, 2025 Retiree He 470-095 . POST EMPLOYMNT BENEFIT		2,544.15
Total DONALD FANTRY					2,544.15
DVHIT					
Bill	07/21/2025	29785	August 2025 Employee Health Insurance Premiit 470-040 . MEDICAL INSURANCE		163,870.46
Total DVHIT					163,870.46
FLOURTOWN CAR WASH LLC					
Bill	07/15/2025	521	6 Full Service Car Washes	410-500 . VEHICLE EXPENSE	96.00
Total FLOURTOWN CAR WASH LLC					96.00
FLOURTOWN FIRE COMPANY					
Bill	07/22/2025	Memo 071725	2025 Contribution	413-900 . CONTRIBUTIONS	208,603.00
Bill	07/28/2025	REIMB-072825	Worker's Comp Check made out to Township	490-010 . MISC REFUNDS	34.98
Total FLOURTOWN FIRE COMPANY					208,637.98
FLOURTOWN SUNOCO					
Bill	07/24/2025	47253	Emissions	410-500 . VEHICLE EXPENSE	37.40
Bill	07/24/2025	47203	Emissions	410-500 . VEHICLE EXPENSE	37.40
Bill	07/24/2025	47201	Emissions	410-500 . VEHICLE EXPENSE	37.40
Bill	07/24/2025	47193	Emissions	410-500 . VEHICLE EXPENSE	37.40
Bill	07/25/2025	24512	Tow H-17	424-500 . VEHICLE EXPENSES	545.00
Total FLOURTOWN SUNOCO					694.60
FMP					
Bill	08/06/2025	201-672074	Auto Tape	430-500 . VEHICLE EXPENSES	85.48
Bill	08/06/2025	201-666946	Splashwash	410-500 . VEHICLE EXPENSE	84.60
Total FMP					170.08
G L SAYRE INC					

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Total G L SAYRE INC					
GALE/CENGAGE					
Bill	08/06/2025	01P89466	Brake Shoe/Filters	424-500 . VEHICLE EXPENSES	655.34
					655.34
Total GALE/CENGAGE					
Bill	07/25/2025	999100706358	2 Books	440-150 . BOOKS AND MATERIALS	52.48
Bill	07/25/2025	999100701247	4 Books	440-150 . BOOKS AND MATERIALS	113.21
Bill	07/25/2025	999100701248	4 Books	440-150 . BOOKS AND MATERIALS	118.46
Bill	07/25/2025	999100706357	6 Books	440-150 . BOOKS AND MATERIALS	173.19
Bill	07/25/2025	999100708123	6 Books	440-150 . BOOKS AND MATERIALS	159.69
Bill	08/06/2025	999100731212	2 Books	440-150 . BOOKS AND MATERIALS	52.48
					669.51
Total GALE/CENGAGE					
GEORGE ALLEN PORTABLE TOILETS					
Bill	07/24/2025	1239820	Portable Toilet Rental Handi-Cap Sandy Run	451-420 . MAINT & REPAIR	120.00
Bill	07/24/2025	1239821	Portable Toilet Rental Handi-Cap McKelvie Parl	451-420 . MAINT & REPAIR	120.00
Bill	07/24/2025	1239818	Portable Toilet Rental Handi-Cap Cisco Park	451-420 . MAINT & REPAIR	120.00
Bill	07/24/2025	1239817	Portable Toilet Rental Handi-Cap Bysheer Park	451-420 . MAINT & REPAIR	120.00
Bill	07/24/2025	1239819	Portable Toilet Rental Handi-Cap Laurei Beech	451-420 . MAINT & REPAIR	120.00
					600.00
Total GEORGE ALLEN PORTABLE TOILETS					
GRAN TURK EQUIPMENT					
Bill	08/06/2025	1160092-01	Repairs to R-8 Eject Cylinder	424-500 . VEHICLE EXPENSES	19,198.12
					19,198.12
Total GRAN TURK EQUIPMENT					
GRANITE TELECOMMUNICATIONS					
Bill	08/06/2025	709750851	July 2025 Invoice	451-200 . GENERAL EXPENSES	76.38
Bill	08/06/2025	709750851	July 2025 Invoice	400-300 . COMMUNICATION	241.87
					318.25
Total GRANITE TELECOMMUNICATIONS					
i9 Sports					
Bill	07/22/2025	30310931	14 - Flag Football	450-188 . FOOTBALL CAMP	1,575.00
Bill	07/22/2025	30310931	21 - Basketball	450-072 . BASKETBALL CAMP	2,362.50
					3,937.50
Total i9 Sports					
IMPACT FIRE SERVICES					
Bill	07/22/2025	28013104	ALMonitoring 2025/2026 Shooting Range	402-400 . MAINTENANCE REPAIRS	475.00
					475.00
Total IMPACT FIRE SERVICES					

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
INTERSTATE BATTERY					
Bill	08/06/2025	181151049	Battery	410-500 . VEHICLE EXPENSE	223.47
Total INTERSTATE BATTERY					223.47
JNA MATERIALS LLC					
Bill	07/15/2025	46408	1 CY Concrete	430-400 . MAIN. & REPAIRS	436.50
Total JNA MATERIALS LLC					436.50
JOHN F WALL REFRIGERATION, INC.					
Bill	08/05/2025	57300	Repair PW Ice Machine	402-400 . MAINTENANCE REPAIRS	458.00
Total JOHN F WALL REFRIGERATION, INC.					458.00
JOHN J MCGETTIGAN, INC.					
Bill	08/06/2025	2667	FCC Electric Work	451-482 . FLOURTOWN CC	310.00
Total JOHN J MCGETTIGAN, INC.					310.00
JOHN KENNEDY DEALERSHIPS					
Bill	08/06/2025	392120	Window Cap	410-500 . VEHICLE EXPENSE	6.02
Total JOHN KENNEDY DEALERSHIPS					6.02
KEYSTONE DIGITAL IMAGING					
Bill	07/16/2025	1434742	Contract Coverage 6/15/2025 - 7/14/2025	400-230 . OFFICE EQUIP RENTAL	832.40
Total KEYSTONE DIGITAL IMAGING					832.40
KEYSTONE MUNICIPAL SERVICES INC					
Bill	07/15/2025	39302	BI/PR 6/23 - 7/3/2025	416-300 . BUILDING INSPECTIONS	4,200.00
Bill	07/28/2025	39359	BI/PR 7/7 - 7/18/25	416-300 . BUILDING INSPECTIONS	4,237.50
Total KEYSTONE MUNICIPAL SERVICES INC					8,437.50
KIMBERLY A BURSNER					
Bill	07/17/2025	Z06325A	ZHB Appearance/Reporting 6/23/2025	416-200 . GENERAL EXPENSE	952.00
Bill	07/25/2025	Z072825	ZHB Appearance/Reporting 7/28/2025	416-200 . GENERAL EXPENSE	200.00
Total KIMBERLY A BURSNER					1,152.00
LASALLE ACADEMY					
Bill	07/14/2025	memo 071525	In Memory of James J Garrity	400-200 . GENERAL EXPENSE	100.00
Total LASALLE ACADEMY					100.00
LIBERTY TREE & LANDSCAPE MANAGEMENT					
Bill	07/14/2025	16641	Removal of fallen Locust and Ash in creek along 430-230 . CREEK MAINTENANCE		2,600.00

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/17/2025	16689	Tree Removal - Storm Damage	430-230 . CREEK MAINTENANCE	850.00
Bill	07/22/2025	16713	Tree Removal - After Storm	430-230 . CREEK MAINTENANCE	850.00
Bill	07/25/2025	16797	Remove hanging limb	430-230 . CREEK MAINTENANCE	660.00
Bill	07/25/2025	16798	Tree Removal - McKelvie Park	451-420 . MAINT & REPAIR	950.00
Bill	07/25/2025	16799	Storm Damage - Tree in Creek	430-230 . CREEK MAINTENANCE	860.00
Bill	07/28/2025	16731	Removal of fallen tree and debris in creek behind	430-230 . CREEK MAINTENANCE	2,600.00
Bill	08/06/2025	14399.	Tree Removal - Creek Bed	430-230 . CREEK MAINTENANCE	1,300.00
Bill	08/06/2025	16881	Clean up storm Damage	430-230 . CREEK MAINTENANCE	990.00
					<u>11,660.00</u>
Total LIBERTY TREE & LANDSCAPE MANAGEMENT					
LIFE INSURANCE COMPANY OF NORTH AMERICA					
Bill	08/06/2025	211527 073125	July 2025 Premium	470-030 . LIFE, ADD & LTD	1,888.87
					<u>1,888.87</u>
Total LIFE INSURANCE COMPANY OF NORTH AMERICA					
LWC SERVICES INC.					
Bill	07/22/2025	72500113	Window Cleaning for Admin, Police and Public	402-200 . GENERAL EXPENSES	2,403.00
Bill	07/22/2025	72500113	Window Cleaning at Rec A & B	451-425. REC HALL	793.00
Bill	07/22/2025	72500113	Window Cleaning at Library	440-400 . MAIN. & REPAIRS	1,428.00
					<u>4,624.00</u>
Total LWC SERVICES INC.					
MCDONALD UNIFORMS					
Bill	07/14/2025	247120	Uniforms for Pat DePaul	413-200 . GENERAL EXPENSES	200.00
Bill	07/14/2025	247120	Uniforms for Pat DePaul	416-200 . GENERAL EXPENSE	550.00
					<u>750.00</u>
Total MCDONALD UNIFORMS					
MICHELLE HILL					
Bill	08/06/2025	07312025	July 2025 BHI Common Area Cleaning	402-200 . GENERAL EXPENSES	280.00
					<u>280.00</u>
Total MICHELLE HILL					
MIDWEST TAPE					
Bill	08/06/2025	507519723	1 DVD	440-150 . BOOKS AND MATERIALS	23.99
					<u>23.99</u>
Total MIDWEST TAPE					
MOYERS SERVICES GROUP INC					
Bill	07/14/2025	11261	Fire Damage - 601 Bethlehem Pike	413-200 . GENERAL EXPENSES	3,293.13
					<u>3,293.13</u>
Total MOYERS SERVICES GROUP INC					
MUNICIPAL CAPITAL FINANCE					

GENERAL FUND

Bill L. Ang

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/28/2025	288926	Payment 33 of 35	400-230 . OFFICE EQUIP RENTAL	480.98
Total MUNICIPAL CAPITAL FINANCE					
NATALIE BONACCI/STARDUST					
Bill	07/22/2025	328	Creative Construction Camp weeks 1 & 2	450-181 . CREATIVE ARTS	6,600.00
Bill	07/22/2025	327	Art Camp weeks 1 & 2	450-181 . CREATIVE ARTS	5,390.00
Bill	07/24/2025	329	Princess & The Eras Camp	450-181 . CREATIVE ARTS	4,290.00
					16,280.00
Total NATALIE BONACCI/STARDUST					
OverDrive, Inc					
Bill	07/14/2025	01128CO25216136	Audiobook/Ebook	440-150 . BOOKS AND MATERIALS	157.49
Bill	07/14/2025	01128CO25213895	Audiobook/Ebook	440-150 . BOOKS AND MATERIALS	140.00
					297.49
Total OverDrive, Inc					
PECO					
Bill	07/18/2025	72000 072125	BHI Ste 101 July 2025 Electric Invoice	402-110 . UTILITY EXPENSES	153.85
Bill	07/18/2025	23000 071525	BHI 2nd Floor July 2025 Electric & Gas Charges	402-110 . UTILITY EXPENSES	198.99
Bill	07/31/2025	30100 072625	July 2025 Invoice Basement BHI	402-110 . UTILITY EXPENSES	37.15
Bill	07/31/2025	30100 072625	July 2025 Invoice House Meter BHI	402-110 . UTILITY EXPENSES	269.48
Bill	07/31/2025	30100 072625	July 2025 Wiss Storage	402-110 . UTILITY EXPENSES	58.80
Bill	07/31/2025	30100 072625	July 2025 1510 Paper Mill	402-110 . UTILITY EXPENSES	3,108.70
Bill	07/31/2025	30100 072625	July 2025 Invoice Pistol Range	402-110 . UTILITY EXPENSES	143.16
Bill	07/31/2025	30100 072625	July 2025 Invoice Stenton & Wiss Pump	402-110 . UTILITY EXPENSES	63.10
Bill	07/31/2025	30100 072625	July 2025 Invoice 1600 Paper Mill	402-110 . UTILITY EXPENSES	1,222.51
Bill	07/31/2025	30100 072625	July 2025 Invoice Mermaid Lane	451-420 . MAINT & REPAIR	70.12
Bill	07/31/2025	30100 072625	July 2025 Invoice Cisco Park	451-420 . MAINT & REPAIR	107.51
Bill	07/31/2025	30100 072625	July 2025 Invoice Veterans Park	451-420 . MAINT & REPAIR	42.34
Bill	07/31/2025	30100 072625	July 2025 Invoice Clement & Allison	451-420 . MAINT & REPAIR	84.14
Bill	07/31/2025	30100 072625	July 2025 Invoice Parking Light Walnut	451-420 . MAINT & REPAIR	49.54
Bill	07/31/2025	30100 072625	July 2025 Invoice 1200 Willow Grove	451-425 . REC HALL	782.39
Bill	07/31/2025	30100 072625	July 2025 Invoice 1200 Willow Grove Hall	451-425 . REC HALL	42.50
Bill	07/31/2025	30100 072625	July 2025 Invoice 1200 Willow Grove Rectory	451-425 . REC HALL	35.23
Bill	07/31/2025	30100 072625	July 2025 Invoice Library	440-110 . UTILITY EXPENSES	8,972.07
					15,441.58
Total PECO					

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
PECO (L)					
Bill	07/18/2025	82222 072125	Old acct ending 32022	434-010 . STREET LIGHTING	48.25
Total PECO (L)					48.25
PENN TURF CO					
Bill	07/21/2025	217450.	Cisco Park - Remaining balance on #217450	430-230 . CREEK MAINTENANCE	383.00
Total PENN TURF CO					383.00
PETRO CHOICE					
Bill	08/06/2025	51942266	Deisel Fluid	424-500 . VEHICLE EXPENSES	520.05
Bill	08/06/2025	51943678	Deisel Fluid	410-500 . VEHICLE EXPENSE	744.28
Bill	08/06/2025	51946071	Deisel Fluid	430-500 . VEHICLE EXPENSES	758.58
Total PETRO CHOICE					2,022.91
PILOT THOMAS LOGISTICS LLC					
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	400-500 . VEHICLE EXPENSES	318.13
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	410-500 . VEHICLE EXPENSE	4,056.14
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	413-500 . AUTO	795.32
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	430-500 . VEHICLE EXPENSES	2,783.63
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	424-500 . VEHICLE EXPENSES	7,067.52
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	413-500 . AUTO	1,161.78
Bill	08/06/2025	1323394-IN	July 25, 2025 Fuel Delivery 3500 Gal Gas/3600	430-500 . VEHICLE EXPENSES	1,452.23
Total PILOT THOMAS LOGISTICS LLC					17,634.75
PITNEY BOWES INC.					
Bill	08/06/2025	1027881573	Quarterly Charge 05/01 - 07/07/2025	400-230 . OFFICE EQUIP RENTAL	126.00
Total PITNEY BOWES INC.					126.00
PLY MAR CONSTRUCTION					
Bill	08/06/2025	3172	Excavation Services and Labor to repair sinkhole	430-400 . MAIN. & REPAIRS	2,730.00
Total PLY MAR CONSTRUCTION					2,730.00
PROMOWORKS					
Bill	08/06/2025	25122	Night Out STPD Promotional Items	410-200 . GEN. EXP. C OF P	1,590.86
Total PROMOWORKS					1,590.86
RELIABLE HIGH PERFORMANCE					
Bill	07/15/2025		Summer Shirts for Refuse/Recycle	424-100 . MAT & SUPPLIES	1,177.44

GENERAL FUND

Bill Lanning

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/15/2025		Summer Shirts for Highway	430-100 . MAT & SUPPLIES	2,234.64
					3,412.08
Total RELIABLE HIGH PERFORMANCE					
REWORLD WASTE LLC					
Bill	08/06/2025	552287MNTLP	Waste Disposal 7/16/2025 - 7/31/2025	288.560 424-280 . COUNTY DISPOSAL FEES	23,878.34
Bill	07/17/2025	550268mntip	Waste Disposal 7/1/2025 - 7/15/2025	288.330 1424-280 . COUNTY DISPOSAL FEES	23,859.30
					47,737.64
Total REWORLD WASTE LLC					
RUCH EXCAVATION INC					
Bill	07/15/2025	1762	Remove asphalt island in the center of Shepherd	430-400 . MAIN. & REPAIRS	2,820.00
					2,820.00
Total RUCH EXCAVATION INC					
STANLEY'S OF ORELAND					
Bill	07/14/2025	A576795	Door Stop	430-500 . VEHICLE EXPENSES	9.89
Bill	07/16/2025	A577536	Light Bulbs	430-400 . MAIN. & REPAIRS	29.99
Bill	07/16/2025	A577535	Cleaner	402-100 . MATERIAL & SUPPLIES	12.99
Bill	07/17/2025	A577572	Turf Building Soil	430-100 . MAT & SUPPLIES	9.99
Bill	07/17/2025	A577702	Padlock	430-100 . MAT & SUPPLIES	22.48
Bill	07/21/2025	A578902	Measuring cup	430-100 . MAT & SUPPLIES	3.59
Bill	07/25/2025	A579918	Concrete Sealant/Flap/Sandpaper	402-400 . MAINTENANCE REPAIRS	32.18
Bill	07/25/2025	A579938	Hex Rod Caulker	402-400 . MAINTENANCE REPAIRS	14.39
Bill	08/05/2025	A581018	Funnel	430-100 . MAT & SUPPLIES	2.06
Bill	08/06/2025	A581207	Tire Foam	430-100 . MAT & SUPPLIES	12.58
Bill	08/06/2025	A581140	Propane Refill	430-100 . MAT & SUPPLIES	66.00
Bill	08/06/2025	A581127	Trash Bags	402-100 . MATERIAL & SUPPLIES	26.98
					243.12
Total STANLEY'S OF ORELAND					
STAPLES BUS					
Bill	07/29/2025	7006168180	Invoice #6037647310	440-100 . OFFICE SUPPLIES	415.97
Bill	07/29/2025	7006168180	Invoice #6037647304	400-100 . MATERIALS&SUPPLIES	281.62
Bill	07/29/2025	7006168180	Invoice #6037647302	400-100 . MATERIALS&SUPPLIES	17.18
Bill	07/29/2025	7006168180	Invoice #6037647303	440-100 . OFFICE SUPPLIES	127.47
Bill	07/29/2025	7006168180	Invoice #6037647314	440-100 . OFFICE SUPPLIES	50.27
Bill	07/29/2025	7006168180	Invoice #6037647317	400-200 . GENERAL EXPENSE	35.29
					927.80
Total STAPLES BUS					

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
STAR PRINTING INC					
Bill	07/22/2025	P50558M	Fall/Winter 2025 Newsletter Postage	400-200 . GENERAL EXPENSE	2,414.76
Total STAR PRINTING INC					<u>2,414.76</u>
STR SOLUTIONS					
Bill	07/28/2025	10412	Mail Machine Quarterly Rental	10/ 400-230 . OFFICE EQUIP RENTAL	293.40
Total STR SOLUTIONS					<u>293.40</u>
TD CARD SERVICES					
Bill	08/05/2025	JULY 2025 Hammer	Fuel System	430-400 . MAIN. & REPAIRS	608.76
Bill	08/05/2025	JULY 2025 Hammer	E-Zpass	424-200 . GENERAL EXPENSES	500.00
Bill	08/05/2025	JULY 2025 Hammer	Water Bottles for Highway/Refuse Staff	430-200 . GENERAL EXPENSES	29.94
Bill	08/05/2025	JULY 2025 Croke	Flight for NRPA Conference	451-200 . GENERAL EXPENSES	194.96
Bill	08/05/2025	JULY 2025 Croke	KidzKlubhouse Supplies	450-073 . KIDZ KLUBHOUSE	317.85
Bill	08/05/2025	JULY 2025 Taylor	Sympath Gift - Jim Garrity	400-200 . GENERAL EXPENSE	111.98
Bill	08/05/2025	JULY 2025 Lloyd	PALA Conference - Heebner	440-200 . GENERAL EXPENSE	485.00
Bill	08/05/2025	JULY 2025 Lloyd	PALA Conference - McGarvey	440-200 . GENERAL EXPENSE	435.00
Bill	08/06/2025	JUL 2025 Pitkow	Software	410-200 . GEN. EXP. C OF P	100.31
Bill	08/06/2025	JUL 2025 Pitkow	Candy 4th of July Parade	410-200 . GEN. EXP. C OF P	75.95
Bill	08/06/2025	JUL 2025 Pitkow	Meals	410-200 . GEN. EXP. C OF P	35.48
Bill	08/06/2025	JUL 2025 Pitkow	Meals	410-200 . GEN. EXP. C OF P	35.18
Bill	08/06/2025	JUL 2025 Pitkow	E ZPass	410-100 . M & S - C OF P	140.00
Bill	08/06/2025	JUL 2025 Pitkow	Meals	410-200 . GEN. EXP. C OF P	65.17
Bill	08/06/2025	JUL 2025 Pitkow	ID	410-201 - GEN. EXP. - AI	78.00
Total TD CARD SERVICES					<u>3,213.58</u>
TESSCO TECHNOLOGIES INC					
Bill	08/06/2025	9400427149	Antenna/Adaptor	430-500 . VEHICLE EXPENSES	240.11
Bill	08/06/2025	9400426595	Connector	410-500 . VEHICLE EXPENSE	118.39
Total TESSCO TECHNOLOGIES INC					<u>358.50</u>
THE PHILADELPHIA INQUIRER					
Bill	08/06/2025	455150 072625	5 week subscription pay through 9/21/2025	440-150 . BOOKS AND MATERIALS	130.50
Total THE PHILADELPHIA INQUIRER					<u>130.50</u>
TIMONEY KNOX LLP					

GENERAL FUND

Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/22/2025	193264	General ZHB Legal Services	416-200 . GENERAL EXPENSE	1,452.00
Total TIMONEY KNOX LLP					1,452.00
TOWNSHIP PEST CONTROL CO					
Bill	07/17/2025	I-1000358	Pest Management Service Admin & Police	402-400 . MAINTENANCE REPAIRS	200.00
Bill	07/17/2025	I-1000357	Pest Management Service 1200 Willow Grove A 451-425. REC HALL		150.00
Bill	07/17/2025	I-1000356	Pest Management Service Public Works Building	402-400 . MAINTENANCE REPAIRS	150.00
Bill	07/17/2025	I-1000355	Pest Management Service Library	440-400 . MAIN. & REPAIRS	150.00
Total TOWNSHIP PEST CONTROL CO					650.00
TRADITIONAL SIGN CO					
Bill	08/06/2025	1010	Entrance Decals	402-400 . MAINTENANCE REPAIRS	145.00
Total TRADITIONAL SIGN CO					145.00
TRAISR LLC					
Bill	07/17/2025	3681	Monthly Subscription June 2025	416-200 . GENERAL EXPENSE	450.00
Bill	07/17/2025	3681	Monthly Subscription June 2025	451-200 . GENERAL EXPENSES	450.00
Bill	07/17/2025	3681	Monthly Subscription June 2025	430-200 . GENERAL EXPENSES	450.00
Bill	07/17/2025	3681	Monthly Subscription June 2025	400-500 . VEHICLE EXPENSES	27.00
Bill	07/17/2025	3681	Monthly Subscription June 2025	410-500 . VEHICLE EXPENSE	126.00
Bill	07/17/2025	3681	Monthly Subscription June 2025	424-500 . VEHICLE EXPENSES	139.50
Bill	07/17/2025	3681	Monthly Subscription June 2025	430-500 . VEHICLE EXPENSES	157.50
Total TRAISR LLC					1,800.00
TRI-STATE TAX BUREAU					
Bill	07/14/2025	785SF	June 2025 BPT & MT Collections Commission	401-201 . BP COLLECTION EXP.	1,244.52
Total TRI-STATE TAX BUREAU					1,244.52
TRUCK PRO					
Bill	08/06/2025	194-0119366	Generator Service	402-400 . MAINTENANCE REPAIRS	45.71
Bill	08/06/2025	194-0119365	Generator Service	440-400 . MAIN. & REPAIRS	49.70
Bill	08/06/2025	194-0119076	Filters	430-500 . VEHICLE EXPENSES	144.12
Bill	08/06/2025	194-0118973	Brake Kit/Filters	424-500 . VEHICLE EXPENSES	447.90
Bill	08/06/2025	194-0118457	Filters	424-500 . VEHICLE EXPENSES	197.77
Total TRUCK PRO					885.20
UNIFIRST CORPORATION					

GENERAL FUND
Bill L. .ng
July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	08/06/2025	25021 073125	Uniform & Mat service July 2025	402-200 . GENERAL EXPENSES	101.04
Bill	08/06/2025	25021 073125	Uniform & Mat service July 2025	430-100 . MAT & SUPPLIES	121.25
Bill	08/06/2025	25021 073125	Uniform & Mat service July 2025	424-100 . MAT & SUPPLIES	101.05
Bill	08/06/2025	25021 073125	Uniform & Mat service July 2025	430-500 . VEHICLE EXPENSES	40.42
Bill	08/06/2025	25021 073125	Uniform & Mat service July 2025	424-500 . VEHICLE EXPENSES	40.42
					<u>404.18</u>
Total UNIFIRST CORPORATION					
UNITED INSPECTION AGENCY INC					
Bill	08/06/2025	166053	Electrical Inspections & PR through 7/8/2025	416-400 . ELECTRICAL INSPECTION	2,000.00
					<u>2,000.00</u>
Total UNITED INSPECTION AGENCY INC					
VERIZON					
Bill	07/22/2025	000129 071325	1510 Papermill Fios Service	400-300 . COMMUNICATION	109.50
Bill	07/22/2025	000129 071325	1510 Papermill Fios Service	410-300 . COMMUNICATIONS COFP	109.50
Bill	07/22/2025	000162 071225	Rec Center Fios July 2025	451-425. REC HALL	129.00
					<u>348.00</u>
Total VERIZON					
VERIZON WIRELESS					
Bill	07/22/2025	6118419111	Wireless Invoice June 2025	410-308 . COMMUNICATIONS	382.40
Bill	07/22/2025	6118419111	Wireless Invoice June 2025	410-208 . COMMUNICATIONS - GEN	404.90
Bill	07/22/2025	6118419111	Wireless Invoice June 2025	400-300 . COMMUNICATION	224.94
Bill	07/22/2025	6118419111	Wireless Invoice June 2025	430-200 . GENERAL EXPENSES	112.48
					<u>1,124.72</u>
Total VERIZON WIRELESS					
W.B. MASON CO INC					
Bill	07/14/2025	255317111	Supplies	402-200 . GENERAL EXPENSES	150.35
Bill	07/15/2025	255371869	File Folders	402-100 . MATERIAL & SUPPLIES	131.98
Bill	07/28/2025	255371095	Order #S154163148	402-100 . MATERIAL & SUPPLIES	267.07
Bill	07/28/2025	255371095	Order #S154163148	440-400 . MAIN. & REPAIRS	143.81
Bill	07/28/2025	255427101	Order #S154163148	402-100 . MATERIAL & SUPPLIES	102.69
Bill	07/28/2025	255427101	Order #S154163148	440-400 . MAIN. & REPAIRS	55.29
Bill	07/28/2025	255546091	Order #S154163148	402-100 . MATERIAL & SUPPLIES	57.82
Bill	07/28/2025	255546091	Order #S154163148	440-400 . MAIN. & REPAIRS	21.17
Bill	07/28/2025	255546091	Order #S154163148	402-100 . MATERIAL & SUPPLIES	-102.69
Credit	07/28/2025	CM3880038	Credit Memo	440-400 . MAIN. & REPAIRS	-55.29
Credit	07/28/2025	CM3880038	Credit Memo		

GENERATOR FUND Bill Logging

July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/29/2025	255606598	Foam Soap	402-100 . MATERIAL & SUPPLIES	78.99
Bill	07/29/2025	255635184	Foam Soap	402-100 . MATERIAL & SUPPLIES	78.99
					<u>930.18</u>
Total W.B. MASON CO INC					
WEST GENERATOR SERVICES, INC.					
Bill	07/24/2025	167208	Generator Maintenance - Highway	402-400 . MAINTENANCE REPAIRS	400.00
Bill	07/24/2025	167209	Generator Maintenance - Library	440-400 . MAIN. & REPAIRS	400.00
Bill	07/24/2025	167211	Generator Maintenance - FCC	451-482 . FLOURTOWN CC	1,189.80
Bill	07/24/2025	167210	Generator Start Up - Ambulance Garage	412-100 . AMBULANCE GARAGE	967.00
					<u>2,956.80</u>
Total WEST GENERATOR SERVICES, INC.					
WISLER PEARLSTINE LLC					
Bill	07/15/2025	371632	Legal Services June 2025 - Liens	400-291 . LEGAL EXPENSES	97.00
Bill	07/15/2025	371633	Legal Services June 2025 - RTK	400-291 . LEGAL EXPENSES	140.00
Bill	07/15/2025	371634	Legal Services through June 2025 - Wireless Cc	400-291 . LEGAL EXPENSES	721.50
Bill	07/15/2025	371635	Legal Services through June 2025 - BP Tax - Pil	400-291 . LEGAL EXPENSES	960.00
Bill	07/15/2025	371636	Legal Services June 2025 - Carson Valley	400-291 . LEGAL EXPENSES	610.50
Bill	07/15/2025	371637	Legal Services June 2025 - General Zoning	400-291 . LEGAL EXPENSES	1,250.00
Bill	07/15/2025	371639	Legal Services June 2025 - Subdivision & Land	400-291 . LEGAL EXPENSES	60.00
Bill	07/15/2025	371640	Legal Services through June 2025 - 13 Shepper	400-291 . LEGAL EXPENSES	580.00
Bill	07/15/2025	371643	Legal Services through June 2025 - FOP vs Spr	400-291 . LEGAL EXPENSES	100.00
Bill	07/15/2025	371646	Legal Services through June 2025 - ZHB Appea	400-291 . LEGAL EXPENSES	3,829.50
Bill	07/15/2025	371647	Legal Services through June 2025 - Crown Cast	400-291 . LEGAL EXPENSES	1,165.50
Bill	07/15/2025	371648	Legal Services through June 2025 - St Philips Fi	400-291 . LEGAL EXPENSES	518.00
Bill	07/15/2025	371654	Legal Services through June 2025 - Solar Projec	400-291 . LEGAL EXPENSES	74.00
Bill	07/15/2025	371650	Legal Services through June 2025 - Haws Ln Tr	400-291 . LEGAL EXPENSES	92.50
Bill	07/15/2025	371651	Legal Services June 2025 - Walnut Trail	400-291 . LEGAL EXPENSES	518.00
Bill	07/15/2025	371652	Legal Services June 2025 - 605 Moreland Ave -	400-291 . LEGAL EXPENSES	629.00
Bill	07/15/2025	371653	Legal Services June 2025 - 601 Bethlehem Pk -	400-291 . LEGAL EXPENSES	259.00
Bill	07/15/2025	371655	Legal Services June 2025 - LVL Engineering Ba	400-291 . LEGAL EXPENSES	1,320.00
Bill	07/15/2025	371638	Legal Services through June 2025 - Foxlane Hoi	400-292 . LEGAL REVIEW SERVICES	55.50
Bill	07/15/2025	371641	Legal Services through June 2025 - 5 Star Vent	400-292 . LEGAL REVIEW SERVICES	518.00
Bill	07/15/2025	371642	Legal Services through June 2025 - Mt St Josep	400-292 . LEGAL REVIEW SERVICES	777.00

GENERAL FUND
Bill Logging
July 11 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
Bill	07/15/2025	371644	Legal Services through Junw 2025 - 210 Sunnyt 400-292 . LEGAL REVIEW SERVICES		388.50
Bill	07/15/2025	371645	Legal Services through June 2025 - 700/702 Pre 400-292 . LEGAL REVIEW SERVICES		42.50
Bill	07/15/2025	371649	Legal Services through June 2025 - LaSalle HS 400-292 . LEGAL REVIEW SERVICES		166.50
Total WISLER PEARLSTINE LLC					14,872.50
WORTH & COMPANY INC					
Bill	07/16/2025	49237	Rec Center Repair	451-425. REC HALL	875.00
Bill	07/17/2025	49342	Repair Rec Center	451-425. REC HALL	625.00
Bill	07/22/2025	49352	Repair FCC	451-482 . FLOURTOWN CC	345.00
Bill	07/28/2025	49584	FCC Maintenance/Repair	451-482 . FLOURTOWN CC	596.24
Bill	08/06/2025	49996	Maintenance Library	440-400 . MAIN. & REPAIRS	475.00
Bill	08/06/2025	49941	1 of 4 Quarterly PM Maintenance Library	440-400 . MAIN. & REPAIRS	1,125.00
Bill	08/06/2025	49894	Maintenance/Repair Public Works	402-400 . MAINTENANCE REPAIRS	752.71
Total WORTH & COMPANY INC					4,793.95
ZORO TOOLS INC					
Bill	08/06/2025	INV16895710	Mask Tape	430-500 . VEHICLE EXPENSES	185.31
Bill	08/06/2025	INV16773661	Cordless Grease Gun	430-500 . VEHICLE EXPENSES	361.99
Total ZORO TOOLS INC					547.30
TOTAL					634,237.58

SPR.TWP. C. TAL RESERVE

BILL LISTING

July 10 through August 7, 2025

	Type	Date	Num	Memo	Account	Amount
COLLIFLOWER, INC						
Total COLLIFLOWER, INC						
FMP	Bill	08/04/2025	02704792	Body & Nose Piece Assembly	430-070 . AUTO FLEET HIGHWAY	1,316.65
						<u>1,316.65</u>
Total FMP						
MILITIA HILL SECURITY, INC.						
Total MILITIA HILL SECURITY, INC.						
MKSD LLC	Bill	08/06/2025	201-655393	Project 2024-21	437-900 . BUDGET CARRYOVER	574.86
						<u>574.86</u>
Total MKSD LLC						
PLY MAR CONSTRUCTION CO INC						
Total PLY MAR CONSTRUCTION CO INC						
Practical Energy Solutions	Bill	07/29/2025	20252535	Project 2025-05 Upgrades to Municipal Building	437-900 . BUDGET CARRYOVER	12,700.00
						<u>12,700.00</u>
TD CARD SERVICES	Bill	07/15/2025	24.129-10	Project 2024-35	437-900 . BUDGET CARRYOVER	10,147.50
						<u>10,147.50</u>
Total TD CARD SERVICES						
TOTAL	Bill	07/29/2025	APP#1 Final	Payment #1/Final - Avondale Rd Stormwater Prt	437-900 . BUDGET CARRYOVER	109,855.00
	Bill	08/05/2025	3173	Excavation Services to install illuminated bollard	450-082 . COUNTRY CLUB	2,800.00
						<u>112,655.00</u>
Practical Energy Solutions	Bill	07/28/2025	0282568	Reimbursable MORE Grant	437-900 . BUDGET CARRYOVER	3,310.50
						<u>3,310.50</u>
TD CARD SERVICES	Bill	08/04/2025	JUL 2025 Hammer	Project 2024-21/July 2025 Statement Hamer	437-900 . BUDGET CARRYOVER	562.95
						<u>562.95</u>
Total TD CARD SERVICES						<u>141,267.46</u>
TOTAL						<u><u>141,267.46</u></u>

SPR.TWP.' Y. AID FUND

BILL LISTING

July 15 through August 7, 2025

Type	Date	Num	Memo	Account	Amount
FOLEY, Inc					
Bill	07/29/2025	INV0617548	CAT Model: CB1.8 Drum Roller Rental.	438-430 . EQUIPMENT RENTAL	3,598.22
Bill	07/30/2025	INV0618517	262D3 Skid Steer Rental and PC306 Cold Planner (438-430 . EQUIPMENT RENTAL	7,093.01
Total FOLEY, Inc					10,691.23
HEIDELBERG MATERIALS INC					
Bill	07/18/2025	4685794	15.02 ton Black Top	438-100 . MATERIALS & SUPPLIES	1,090.00
Bill	07/22/2025	4691503	22.61 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	536.99
Bill	07/23/2025	4692690	16.86 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	1,167.34
Bill	07/23/2025	4691502	13.33 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	954.99
Bill	07/28/2025	4693817	5.18 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	375.91
Bill	07/29/2025	4696197	6.06 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	439.77
Bill	07/29/2025	4697379	3.49 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	253.27
Bill	08/05/2025	4694986	7.05 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	571.82
Bill	08/06/2025	4704130	17.37 Ton Blacktop	438-100 . MATERIALS & SUPPLIES	1,260.54
Total HEIDELBERG MATERIALS INC					6,650.63
PA MUNICIPAL INC					
Bill	07/30/2025	6232178	Street Signs	433-100 . MATERIALS&SUPPLIES	112.94
Total PA MUNICIPAL INC					112.94
PECO ENERGY					
Bill	08/05/2025	00100 080425	Traffic Signal Energy invoice July 2025	433-030 . TRAFFIC SIGNAL ENERGY	432.65
Total PECO ENERGY					432.65
TOTAL					17,887.45

SPR.TWP. Y. AID FUND
PRE-PAID BILL LISTING

July 14, 2025

Type	Date	Num	Memo	Account	Amount
PECO ENERGY SL					
Bill	07/14/2025	01009 070325	Street Light Electric June 2025	434-030 . STREET LIGHT ENERGY	10,791.69
Total PECO ENERGY SL					10,791.69
TOTAL					10,791.69

CHECK RECONCILIATION
(INCLUDING PRE-PAIDS) July 2025

GENERAL FUND	\$734,223.83
CAPITAL RESERVE	\$49,802.00
HIGHWAY AID	\$1,061.91
RECYCLING	\$0.00
TOTAL CHECKS PAID	\$785,087.74

GENERAL FUND
Check Reconciliation
June 12 through July 10, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	07/10/2025	35867	AQUA PA	-28,170.60	-28,170.60
Bill Pmt -Check	07/10/2025	35868	COMCAST	-87.71	-28,258.31
Bill Pmt -Check	07/10/2025	35869	PECO	-147.79	-28,406.10
Bill Pmt -Check	07/10/2025	35870	SCHOOL DIST OF SPRINGFIELD TW	-3,984.33	-32,390.43
Bill Pmt -Check	07/10/2025	35871	VERIZON	-219.00	-32,609.43
Bill Pmt -Check	07/10/2025	35872	WISLER PEARLSTINE LLC	-8,500.00	-41,109.43
Bill Pmt -Check	07/10/2025	35873	AQUA PA	-2,428.50	-43,537.93
Bill Pmt -Check	07/10/2025	35874	COMCAST	-173.05	-43,710.98
Bill Pmt -Check	07/10/2025	35875	PECO	-95.34	-43,806.32
Bill Pmt -Check	07/10/2025	35876	SCHOOL DIST OF SPRINGFIELD TW	-197.63	-44,003.95
Bill Pmt -Check	07/10/2025	35877	1851 BETHLEHEM PK ASSOC	-1,108.11	-45,112.06
Bill Pmt -Check	07/10/2025	35878	21st CENTURY MEDIA	-952.00	-46,064.06
Bill Pmt -Check	07/10/2025	35879	AINSWORTH	-2,818.50	-48,882.56
Bill Pmt -Check	07/10/2025	35880	ALBERT M COMLY-GRESH FAMILY GST EXEMP	-193.81	-49,076.37
Bill Pmt -Check	07/10/2025	35881	ALLIED LANDSCAPE SUPPLY	-1,120.80	-50,197.17
Bill Pmt -Check	07/10/2025	35882	AMAZON CAPITAL SERVICES	-6,548.89	-56,746.06
Bill Pmt -Check	07/10/2025	35883	AQUA PA	-1,992.56	-58,738.62
Bill Pmt -Check	07/10/2025	35884	B IRVINE ENTERPRISES LLC	-6,390.00	-65,128.62
Bill Pmt -Check	07/10/2025	35885	BAKER & TAYLOR	-5,256.41	-70,385.03
Bill Pmt -Check	07/10/2025	35886	BOWMAN CONSULTING GROUP LTD	-9,148.08	-79,533.11
Bill Pmt -Check	07/10/2025	35887	BRADLEY COLLINS	-400.00	-79,933.11
Bill Pmt -Check	07/10/2025	35888	BRANDON GILLIARD	-127.50	-80,060.61
Bill Pmt -Check	07/10/2025	35889	BUCKS CO WATER & SEWER	-160.51	-80,221.12
Bill Pmt -Check	07/10/2025	35890	CHARLES SCHWAB & CO INC - HE	-42,307.02	-122,528.14
Bill Pmt -Check	07/10/2025	35891	CHARLES SCHWAB & CO INC - PD	-83,910.79	-206,438.93
Bill Pmt -Check	07/10/2025	35892	CHARLES SCHWAB & CO INC - SE	-37,972.42	-244,411.35
Bill Pmt -Check	07/10/2025	35893	COHEN VAUGHAN	-609.00	-245,020.35
Bill Pmt -Check	07/10/2025	35894	COMCAST	-10.51	-245,030.86
Bill Pmt -Check	07/10/2025	35895	DAVID H LIGHTKEP	-50.65	-245,081.51
Bill Pmt -Check	07/10/2025	35896	DAVIDHEISER'S INC	-190.00	-245,271.51
Bill Pmt -Check	07/10/2025	35897	DEL VAL INTL TRUCK	-799.37	-246,070.88
Bill Pmt -Check	07/10/2025	35898	DEL VALLEY WORKERS COMP	-47,293.25	-293,364.13
Bill Pmt -Check	07/10/2025	35899	DEMCO	-2,615.00	-295,979.13
Bill Pmt -Check	07/10/2025	35900	DENNEY ELECTRIC SUPPLY	-350.46	-296,329.59
Bill Pmt -Check	07/10/2025	35901	DVHIT	-164,947.44	-461,277.03
Bill Pmt -Check	07/10/2025	35902	DVPLT	-84,984.75	-546,261.78
Bill Pmt -Check	07/10/2025	35903	ELITE TENNIS GROUP	-1,725.00	-547,986.78
Bill Pmt -Check	07/10/2025	35904	EVERLASTING FENCE CO	-2,850.00	-550,836.78
Bill Pmt -Check	07/10/2025	35905	FLOURTOWN CAR WASH LLC	-160.00	-550,996.78
Bill Pmt -Check	07/10/2025	35906	FLOURTOWN SUNOCO	-411.40	-551,408.18
Bill Pmt -Check	07/10/2025	35907	FMP	-527.30	-551,935.48
Bill Pmt -Check	07/10/2025	35908	FORD PRO	-485.00	-552,420.48
Bill Pmt -Check	07/10/2025	35909	GALE/CENGAGE	-1,152.39	-553,572.87

GENERAL FUND
Check Reconciliation
June 12 through July 10, 2025

Bill Pmt -Check	07/10/2025	35910	GEORGE ALLEN PORTABLE TOILETS	-795.00	-554,367.87
Bill Pmt -Check	07/10/2025	35911	GEOVENTURES PROGRAMMING & SERVICES	-3,120.00	-557,487.87
Bill Pmt -Check	07/10/2025	35912	GINA FERRAGAME	-200.00	-557,687.87
Bill Pmt -Check	07/10/2025	35913	GRANITE TELECOMMUNICATIONS	-313.76	-558,001.63
Bill Pmt -Check	07/10/2025	35914	GROFF TRACTOR & EQUIPMENT	-1,659.54	-559,661.17
Bill Pmt -Check	07/10/2025	35915	HAVIS INC	-951.60	-560,612.77
Bill Pmt -Check	07/10/2025	35916	HOME DEPOT	-652.54	-561,265.31
Bill Pmt -Check	07/10/2025	35917	IMPACT FIRE SERVICES	-1,145.00	-562,410.31
Bill Pmt -Check	07/10/2025	35918	INTERSTATE BATTERY	-394.65	-562,804.96
Bill Pmt -Check	07/10/2025	35919	JOELLE KLEINMAN, TAX COLLECTOR	-654.94	-563,459.90
Bill Pmt -Check	07/10/2025	35920	JOHN J MCGETTIGAN, INC.	-125.00	-563,584.90
Bill Pmt -Check	07/10/2025	35921	JOHN KENNEDY DEALERSHIPS	-189.90	-563,774.80
Bill Pmt -Check	07/10/2025	35922	JOHN WESLEY SHEFFER IV	-630.00	-564,404.80
Bill Pmt -Check	07/10/2025	35923	KEYSTONE DIGITAL IMAGING	-1,685.21	-566,090.01
Bill Pmt -Check	07/10/2025	35924	KEYSTONE MUNICIPAL SERVICES INC	-8,400.00	-574,490.01
Bill Pmt -Check	07/10/2025	35925	KIMBALL MIDWEST	-303.83	-574,793.84
Bill Pmt -Check	07/10/2025	35926	KIMBERLY A BURSNER	-1,728.00	-576,521.84
Bill Pmt -Check	07/10/2025	35927	LIBERTY TREE & LANDSCAPE MANAGEMENT	-3,500.00	-580,021.84
Bill Pmt -Check	07/10/2025	35928	LIFE INSURANCE COMPANY OF NORTH AMERIK	-1,913.87	-581,935.71
Bill Pmt -Check	07/10/2025	35929	MICHAEL QUINN	-160.00	-582,095.71
Bill Pmt -Check	07/10/2025	35930	MICHELLE HILL	-350.00	-582,445.71
Bill Pmt -Check	07/10/2025	35931	MIDWEST TAPE	-144.69	-582,590.40
Bill Pmt -Check	07/10/2025	35932	MONTCO LAW LIBRARY	-25.00	-582,615.40
Bill Pmt -Check	07/10/2025	35933	MUNICIPAL CAPITAL FINANCE	-480.98	-583,096.38
Bill Pmt -Check	07/10/2025	35934	NAPA AUTO PARTS	-176.20	-583,272.58
Bill Pmt -Check	07/10/2025	35935	NET CARRIER TELECOM INC	-792.34	-584,064.92
Bill Pmt -Check	07/10/2025	35936	OverDrive, Inc	-683.93	-584,748.85
Bill Pmt -Check	07/10/2025	35937	PA ONE CALL SYSTEM	-274.26	-585,023.11
Bill Pmt -Check	07/10/2025	35938	PAUL SCHMIDT	-1,905.00	-586,928.11
Bill Pmt -Check	07/10/2025	35939	PECO	-5,328.96	-592,257.07
Bill Pmt -Check	07/10/2025	35940	PENN TURF CO	-5,366.00	-597,623.07
Bill Pmt -Check	07/10/2025	35941	PITNEY BOWES INC.	-24.26	-597,647.33
Bill Pmt -Check	07/10/2025	35942	PLAYAWAY PRODUCTS LLC	-781.02	-598,428.35
Bill Pmt -Check	07/10/2025	35943	REPUBLIC SERVICES INC	-2,478.73	-600,907.08
Bill Pmt -Check	07/10/2025	35944	REWORLD WASTE LLC	-46,483.15	-647,390.23
Bill Pmt -Check	07/10/2025	35945	ROBERT CHIARLANZA	-237.26	-647,627.49
Bill Pmt -Check	07/10/2025	35946	RONALD & KATHLEEN AGSTER	-341.77	-647,969.26
Bill Pmt -Check	07/10/2025	35947	SAFETY KLEEN	-226.80	-648,196.06
Bill Pmt -Check	07/10/2025	35948	SCHOOL DIST OF SPRINGFIELD TW	-4,456.07	-652,652.13
Bill Pmt -Check	07/10/2025	35949	SCOTT'S STUMP GRINDING LLC	-1,000.00	-653,652.13
Bill Pmt -Check	07/10/2025	35950	STANLEY'S OF ORELAND	-531.89	-654,184.02
Bill Pmt -Check	07/10/2025	35951	STAPLES BUS	-1,518.38	-655,702.40
Bill Pmt -Check	07/10/2025	35952	STEPHENSON EQUIPMENT INC	-62.50	-655,764.90
Bill Pmt -Check	07/10/2025	35953	TD CARD SERVICES	-6,737.28	-662,502.18

GENERAL FUND
Check Reconciliation
June 12 through July 10, 2025

Bill Pmt -Check	07/10/2025	35954	THE LIBRARY STORE	-131.38	-662,633.56
Bill Pmt -Check	07/10/2025	35955	THE PHILADELPHIA INQUIRER	-130.50	-662,764.06
Bill Pmt -Check	07/10/2025	35956	THEATRE HORIZON INC	-3,592.50	-666,356.56
Bill Pmt -Check	07/10/2025	35957	TIMONEY KNOX LLP	-1,023.00	-667,379.56
Bill Pmt -Check	07/10/2025	35958	TJKFCC	-625.00	-668,004.56
Bill Pmt -Check	07/10/2025	35959	TRADITIONAL SIGN CO	-160.00	-668,164.56
Bill Pmt -Check	07/10/2025	35960	TRAISR LLC	-1,800.00	-669,964.56
Bill Pmt -Check	07/10/2025	35961	TRUCK PRO	-358.24	-670,322.80
Bill Pmt -Check	07/10/2025	35962	UNIFIRST CORPORATION	-476.79	-670,799.59
Bill Pmt -Check	07/10/2025	35963	UNITED INSPECTION AGENCY INC	-2,675.00	-673,474.59
Bill Pmt -Check	07/10/2025	35964	VALLEY ENVIRONMENTAL SERVICES INC	-850.00	-674,324.59
Bill Pmt -Check	07/10/2025	35965	VAULT WORKFORCE SCREENING	-106.92	-674,431.51
Bill Pmt -Check	07/10/2025	35966	VERIZON	-129.00	-674,560.51
Bill Pmt -Check	07/10/2025	35967	VERIZON WIRELESS	-1,584.80	-676,145.31
Bill Pmt -Check	07/10/2025	35968	WISLER PEARLSTINE LLC	-35,912.50	-712,057.81
Bill Pmt -Check	07/10/2025	35969	WOODROW AND ASSOCIATES INC	-17,253.40	-729,311.21
Bill Pmt -Check	07/10/2025	35970	WORTH & COMPANY INC	-4,477.50	-733,788.71
Bill Pmt -Check	07/10/2025	35971	Y-PERS INC	-158.06	-733,946.77
Bill Pmt -Check	07/10/2025	35972	ZORO TOOLS INC	-277.06	-734,223.83

**CAPITAL RESERVE
CHECK RECONCILIATION REPORT**

July 10, 2025

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
Bill Pmt -Check	07/10/2025	3463	BOB JOHNSON'S COMPUTER STUFF	-1,753.21	-1,753.21
Bill Pmt -Check	07/10/2025	3464	McGOLDRICK PLUMBING	-12,671.00	-14,424.21
Bill Pmt -Check	07/10/2025	3465	MICHAEL DELAURENTIS CONCRETE	-12,673.00	-27,097.21
Bill Pmt -Check	07/10/2025	3466	Stephenson Equipment, Inc.	-22,704.79	-49,802.00

HIGHWAY AID FUND
CHECK RECONCILIATION REPORT

July 10, 2025

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
Bill Pmt -Check	07/10/2025	1408	ARMOUR & SONS ELECTRIC INC	-629.26	-629.26
Bill Pmt -Check	07/10/2025	1409	PECO ENERGY	-432.65	-1,061.91

Springfield Township Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Zoning Ordinance of Springfield Township. This meeting will be held in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038, on **Monday, August 25, 2025**, at 7:00 p.m. at which time the following application will be presented:

Case #25-16: This is the application of **J34 Development, LLC**, equitable owner of the properties known as Parcels #5200-1845-1001, 5200-1603-0001, 5200-1845-4007 and #5200-1844-8004. The properties are currently in use as a vacant barber shop, vacant dry cleaner, unimproved parcel and the K9 Training Facility. The applicant seeks approval to consolidate the four parcels and construct a four-story building that will include multiple dwelling units and other permitted uses within the B-1 Business District. The Special Exception has been requested from Section 114-71. D as directed by Section 114-81. and Section 114-91. A of the Springfield Township Zoning Ordinance. The properties are zoned within the B-Residential District, D-Residential District and the B-1 Business District of Ward #5 of Springfield Township.

Copies of the application packets are available for review in the Community Development Office during normal business hours, located at 1510 Paper Mill Road, Wyndmoor, PA 19038 or on our website at springfieldmontco.org. Any questions you may have can be addressed by contacting the Zoning Department at 215-836-7600, ext. 1114.

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

Parks and Rec Boards Seek Student Representative

Interested students in Springfield Township are encouraged to apply.



JUL 10, 2025

GENERAL NEWS ▾

Student Representative Needed

The Parks and Recreation Advisory Committee and Recreation Center Advisory Committee are accepting applications for one student representative. This candidate should be a Junior or Senior as of the 2025-2026 school year at any high school in Springfield Township (public or private). The student must be a resident of Springfield Township.

About the Boards

Parks and Recreation Advisory Committee

The Parks and Recreation Advisory Committee advises the Board of Commissioners on the goals and objectives of the Township's parks and recreation programs and serves as a sounding board for the recreational needs of our residents.

Recreation Center Advisory Committee

The Springfield Township Recreation Center Advisory Committee was established in January 2023 by the Board of Commissioners to guide the planning process for the future of the recreation center located at 1200 Willow Grove Avenue in Wyndmoor. Specifically, this committee will explore what renovations would be needed to the existing facilities in order to accommodate the current and anticipated recreational needs of the community OR if the construction of a new facility is necessary to meet the recreational needs of the community. If a new facility is recommended and affirmed by the Board of Commissioners, the Committee will guide the process for designing a new recreational facility at 1200 Willow Grove Avenue.

Apply Now!

Interested candidates can apply by filling out the form below and submitting.

[Apply to Volunteer](#)

Alternatively, you can **send a letter of interest or resume to the attention of Mr. Michael Taylor, Township Manager, 1510 Paper Mill Road, Wyndmoor, PA 19038 or email mtaylor@springfieldmontco.org.**

Recent Articles



**MEMORANDUM OF UNDERSTANDING BETWEEN
SPRINGFIELD TOWNSHIP
AND
THE VOLUNTEER FRIENDS OF MERMAID PARK**

This Memorandum of Understanding (“Agreement”) is made this ____ day of _____, 2025, between **Springfield Township**, Montgomery County, Pennsylvania (“Township”), and the volunteers referred to as the **Friends of Mermaid Park** (“Friends of Mermaid Park”), collectively referred to as the “Parties.” As of the date above written, this Agreement is effective for the term specified herein.

1. Purpose

The purpose of this Agreement is to establish a mutual understanding between the Township and the Friends of Mermaid Park regarding activities to be organized and performed to support, enhance, and maintain Mermaid Park, located at 800 E. Mermaid Lane, Wyndmoor, Springfield Township, Montgomery County, Pennsylvania (“Mermaid Park”).

2. Nature of Relationship

The Friends of Mermaid Park is an informal, community-based body of individuals interested in supporting the sole property of Mermaid Park through volunteer efforts. The Friends of Mermaid Park:

- Is not a legal entity;
- Is not recognized as a 501(c)(3) or other nonprofit organization;
- Does not carry liability insurance and is not covered under the Township insurance.

Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other legal entity by or between the Parties. The Friends of Mermaid Park act solely as a volunteer group that assists in the conservation, preservation and maintenance of a Township Park property, Mermaid Park.

3. Volunteer Activities

The Friends of Mermaid Park, its members, volunteers, guests, invitees, and any other person(s) joining the Friends of Mermaid Park in accessing Mermaid Park (hereinafter, collectively, the “Volunteer Friends of Mermaid Park”), may engage in the following activities, with prior approval from and in accordance with any and all direction provided by the Township:

- Litter and debris clean-up
- Native planting and invasive species removal

- Trail maintenance (non-structural)
- Hosting volunteer days and public education events
- Passive habitat improvement projects
- Community outreach regarding park stewardship
- Maintaining the pollinator garden
- Prune trees using hand tools

Any additional activities must be proposed in writing and receive written approval from the Township's Parks and Recreation Director or their designee.

4. Township Responsibilities

The Township agrees to:

- Designate a Township Liaison to coordinate cleanup activities and events with the Friends of Mermaid Park.
- Review and approve, as appropriate, proposed projects, activities and educational events.
- Recognize and support the contributions of the Friends of Mermaid Park publicly where appropriate, as determined by the Township.

5. Volunteer Requirements and Limitations

- All work performed by the Volunteer Friends of Mermaid Park shall comply with all applicable local, state, and federal laws and regulations, including the Springfield Township Code.
- The Main Point of Contact for the Volunteer Friends of Mermaid Park and each individual accessing Mermaid Park in connection with the Friends of Mermaid Park shall sign a Township-provided Volunteer Waiver and Release of Liability form before participating in any activity or event at Mermaid Park. All such forms shall be collected and maintained by the Friends of Mermaid Park and provided to the Township as soon as practicable. Such forms shall be completed and signed in connection with each and every permitted activity.

- No structural improvements, use of power tools, or chemical applications may be conducted without prior-written Township approval and appropriate supervision as determined by the Township.
- Neither the Friends of Mermaid Park nor each individual volunteer of Friends of Mermaid Park shall represent themselves as agents, representatives or employees of the Township.

6. Prohibited Activities

- Per Township Park ordinances, for-profit fundraising on Township property is prohibited.

7. Safety and Supervision

- All activities will be conducted during daylight hours and in a safe manner.
- The Friends of Mermaid Park shall assign a Main Point of Contact to coordinate cleanup activities and events with the Township and who shall be the person through which all contact with the Township shall occur. The Main Point of Contact may change from time to time, but notice of any change, including contact information such as name, telephone number, and email, shall be provided to Township
- Any injury or incident occurring in relation to approved cleanup activities and events hosted by the Friends of Mermaid Park must be reported to the Township within 24 hours.

8. Use of Funds

As the Friends of Mermaid Park is not a 501(c)(3) non-profit organization, it may not independently raise funds under the Township's name without the explicit written permission of the Township. Donations for park improvements shall be accepted through the Township, which may designate use of such funds for Mermaid Park, at its discretion.

9. Term and Termination

This Agreement shall remain in effect for one (1) year from the date of execution and shall renew automatically for a term of one (1) additional year upon expiry of the previous term until terminated. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice. The Friends of Mermaid Park shall

make all reasonable efforts to leave Mermaid Park in a condition acceptable to the Township and free of litter and debris before termination of this Agreement.

10. Amendment

This Agreement may be amended only in writing and must be signed by an authorized representative of each of the Parties hereto.

11. Indemnification

The Friends of Mermaid Park and its participants shall indemnify and hold harmless the Township, its officers, employees, agents and affiliates from any and against all claims, demands, losses, liabilities, damages, or expenses, including reasonable attorney's fees, arising from activities conducted by the Friends of Mermaid Park, except those proximately caused by the gross negligence or willful acts or misconduct of the Township, its officers, employees, agents, and affiliates.

12. Entire Agreement

This document contains the entire understanding between the Parties. Any modifications shall be in writing and signed by both Parties.

13. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written above.

Springfield Township

By: _____

Name: _____

Title: _____

Friends of Mermaid Park

By: _____

Name: _____

Role: _____

**WAIVER OF RIGHT TO SUE AND RELEASE FROM LIABILITY
FOR PARTICIPATION AS A VOLUNTEER IN AN ORGANIZED
ACTIVITY ON SPRINGFIELD TOWNSHIP PROPERTY**



Main Point of Contact: _____

Organization Name: Friends of Mermaid Park

I, as the Main Point of Contact for the Friends of Mermaid Park whose name is above written, hereby voluntarily request permission from Springfield Township ("Township") to organize as a volunteer group on Township property by ascribing my name to this waiver and release of injuries ("Waiver") below. Any such volunteer group cleanup, event, or activity organized, joined in and/or hosted by the Friends of Mermaid Park on Township Property ("Event") shall be undertaken voluntarily by the Friends of Mermaid Park. I understand that I am under no compulsion from the Township to be a volunteer or to organize an Event. I understand and agree that my participation in organizing each Event is completely voluntary, that the participation for any individual at an Event is completely voluntary, and that I am not, and each member of the Friends of Mermaid Park, volunteer, guest, participant, or invitee ("Volunteer") participating in an Event is not, an employee or contractor of the Township or entitled to any Township employee benefits including, but not limited to, worker's compensation, insurance coverage, or disability benefits by virtue of his participation, assistance, or presence at an Event. I warrant and represent that I am aware of the risks of injury that may result from participation as a Volunteer in an Event and I also understand that unanticipated and unexpected injuries and/or damage could result from participation as a Volunteer in an Event, and I freely assume all such risks for myself and for all Volunteers in any Event.

In consideration of the Township permitting me to organize Events, I assume all responsibility for each Event and certify that all participants, guests, invitees, and Members of the Friends of Mermaid Park present at an Event hereby agree not to bring suit or any other claim or demand against the Township and further agree to indemnify, waive, release, discharge and hold the Township harmless from any and all claims, damages, demands, losses, expenses, and liabilities for personal injury, death or property damage of any kind whatsoever arising out of or suffered during an Event. I agree that this waiver and release of injuries shall apply to Springfield Township's past, present and future supervisors, officers, partners, agents, employees, attorneys, representatives, affiliates, subsidiaries, divisions, predecessors, successors and assigns. The duration of my waiver and release is perpetual from the date of signing this Waiver. I realize that this Waiver binds not only myself, but also anyone who might currently or in the future possess the right to sue or bring a claim against the Township on the behalf of anyone participating in an Event.

Additionally, I understand that photographs, videos and/or audio clips may be taken during an Event, and I, as Point of Contact for the Friends of Mermaid Park, hereby irrevocably grant to Springfield Township the right to use and reproduce any and all photographs, video clips and/or audio clips taken of me or any other Volunteer in any form whatsoever for use in Township publications, posters website or other media, without limitation, unless the individuals participating do not agree to the same as part of the individual Waiver that will be required of them to participate in an Event. I waive the right to inspect or approve the finished versions of such images including written copy that may be connected therewith.

Intending to be legally bound hereby, I represent and warrant that I have read this Waiver, that I have had a fair and full opportunity to review it with my own legal counsel and that I am executing the same voluntarily with full knowledge and understanding of its significance, meaning and binding effect.

PRINT NAME

DATE

SIGNATURE

PHONE

EMAIL

**WAIVER OF CLAIMS AND RELEASE FROM LIABILITY
FOR PARTICIPATION IN AN ORGANIZED
ACTIVITY ON SPRINGFIELD TOWNSHIP PROPERTY**



**Full Name of
Participant/Volunteer/Guest:** _____

Event Name or Description: _____

Location and Date: _____

I hereby voluntarily request permission from Springfield Township ("Township") to organize as a member of or in conjunction with the Friends of Mermaid Park on Township property for purposes of participating in, joining in, or supporting or assisting with the volunteer event above-named (the "Event") by ascribing my name to this waiver and release of claims ("Waiver") below. I understand that, as a Member of the Friends of Mermaid Park, and as a volunteer, guest, participant, or invitee at this Event (hereinafter, "Volunteer"), I am under no compulsion from the Township to be a Volunteer or to otherwise join or participate in this Event. I understand and agree that my participation, assistance, or presence at this Event is completely voluntary and that I am not an employee or contractor of the Township nor am I entitled to any Township employee benefits including, but not limited to, worker's compensation, insurance coverage, or disability benefits by virtue of my participation, assistance, or presence at this Event. I warrant and represent that I am aware of the risks of injury that may result from participating as a Volunteer in this Event and I also understand that unanticipated and unexpected injuries and/or damage could result from my participation, assistance, or presence as a Volunteer in this Event, and I freely assume all such risks for myself.

In consideration of the Township permitting me to participate as a Volunteer at this Event, I assume all responsibility for my conduct and agree not to sue or bring any claim against the Township and further agree to indemnify, waive, release, discharge and hold the Township harmless from any and all claims, damages, demands, losses, expenses, and liabilities for personal injury, death or property damage of any kind whatsoever arising out of or suffered during this Event, including reasonable attorney's fees. I agree that this Waiver shall apply to Springfield Township's past, present and future supervisors, officers, partners, agents, employees, attorneys, representatives, affiliates, subsidiaries, divisions, predecessors, successors and assigns. The duration of my waiver and release is perpetual from the date of signing this waiver. I realize that this Waiver binds not only myself, but also anyone who might currently or in the future possess the right to sue or bring a claim or demand on my behalf.

Additionally, I understand that photographs, videos and/or audio clips may be taken during this Event, and I hereby irrevocably grant to Springfield Township the right to use and reproduce any and all photographs, video clips and/or audio clips taken of me in any form whatsoever for use in Township publications, posters website or other media, without limitation. I waive the right to inspect or approve the finished versions of such images including written copy that may be connected therewith.

Intending to be legally bound hereby, I represent and warrant that I have read this Waiver, that I have had a fair and full opportunity to review it with my own legal counsel and that I am executing the same voluntarily with full knowledge and understanding of its significance, meaning and binding effect.

PRINT NAME

DATE

SIGNATURE

PHONE

EMAIL



Doylestown Township Recreation Center – Front (Program Spaces)



Doylestown Township Recreation Center – Front (Lobby)



Doylestown Township Recreation Center – Side (Gym at Left/Program Spaces at Right)



Doylestown Township Recreation Center – Side (Lobby at Left/Gym at Right)

**Recreation Center
Square Foot Comparison**

	Space	Doylestown Township	Springfield Township Original	Springfield Township Modified
First Floor	Vestibule	120	250	120
	Lobby	550	865	1000
	Office/Conf	210	1320	210
	Gym	7780	7982	8006
	MP 1	960	1009	1500
	MP2	960	1009	1500
	MP3	960	1002	0
	Patio	910	1418	0
	Total Storage	1350	1414	1350
	Kitchen	350	0	0
	Janitor	80	70	70
	Toilet Rooms	630	810	630
	Electrical	160	259	259
	Water Room	75	60	60
	Radio Room	0	384	384
	Trash room	0	276	276
Second Floor	2 Stairs	0	1000	0
	Stretching Area	0	654	0
	Elevator	0	120	0
	Track	0	4236	0
Square Foot Sub- total (usable)		14215	21703	14035
Grossing		23%	24%	24%
Square Foot Total with Circulation		17500	27031	17500

WELCOME

Board of Commissioners Meeting
Recreation Center Feasibility Study
Monday, May 12, 2025
7:30 pm



Springfield Township

BALLARD * KING
& ASSOCIATES LTD



Introductions

- MKSD Architects
 - Silvia Hoffman- Partner-President-Architect
 - Chris Connors- Director of Design
 - Isabella Parker- Interior Designer
 - Ryan Kennedy- Senior Project Manager
 - Jack Rogers- Architectural Designer
- Ballard King & Associates-Recreation Consultant
 - Ken Ballard- Principal
- Boyle Construction
 - Tony Ganguzza- Vice President Preconstruction Services



Springfield Township
MONTGOMERY COUNTY, PENNSYLVANIA

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Agenda

- Review the goals for the presentation and meeting
- MKSD to present Phase II & III of the study: the Program, Site Plan, Floor Plan and Renderings of Recreation Center
- Ballard King to present Market Overview and Operational Considerations
- Construction Manager's Cost Estimate
- Questions and Next Steps



Springfield Township
MONTGOMERY COUNTY, PENNSYLVANIA

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& ASSOCIATES LTD



Goals of this Presentation & Meeting

- MKSD presented the Phase I of the feasibility study at the February 12th Board of Commissioners Meeting.
- At the March 10th, 2025 meeting, the Board of Commissioners approved MKSD to develop Phase II & III of the Feasibility Study, including investigating a New Recreation Facility on the site and its potential cost
- May 12, 2025, we will present the Phase II & III of the Study to help inform and facilitate Springfield Township Board of Commissioners decision-making for the Recreation Facility.



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MONTGOMERY COUNTY, PENNSYLVANIA

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Phase II- Program Development

MKSD, Township administration and committee members developed the building program spaces to meet the needs of the community. The spaces include:

- **Gymnasium**
 - Full size Basketball Court
 - 2 Cross Courts
 - Volleyball
 - Pickle Ball
- **Business Operations and Support Space**
- **2nd level Walking Track**
- **Multi-Purpose Rooms (4)**
 - Flexible Rooms for various activities
 - Indoor/Outdoor Space
- **Public Spaces**



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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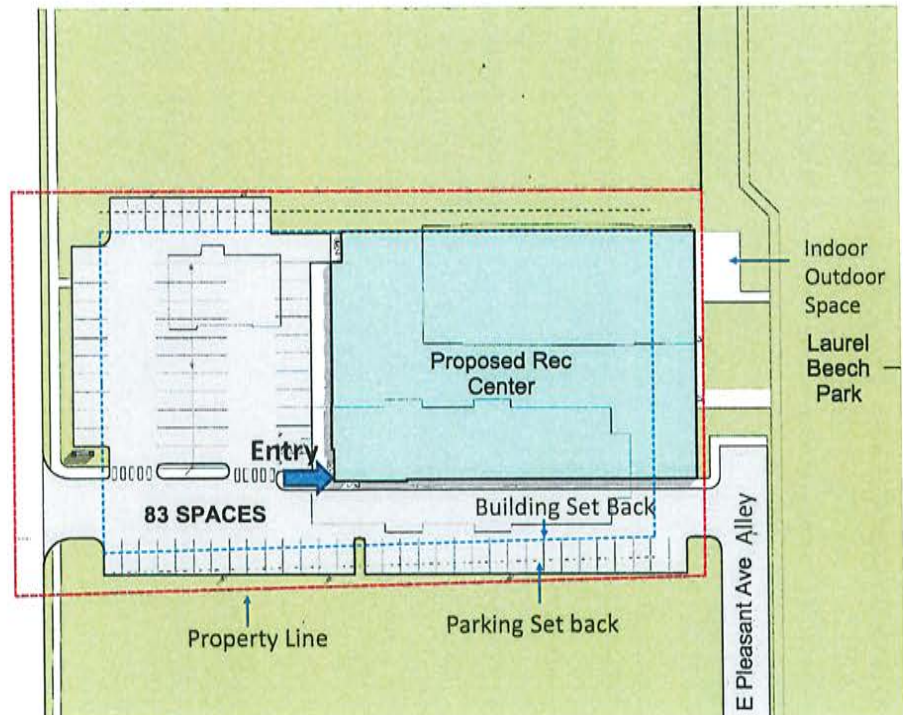
MKSD
MONTGOMERY COUNTY

Site Plan

Site Overview

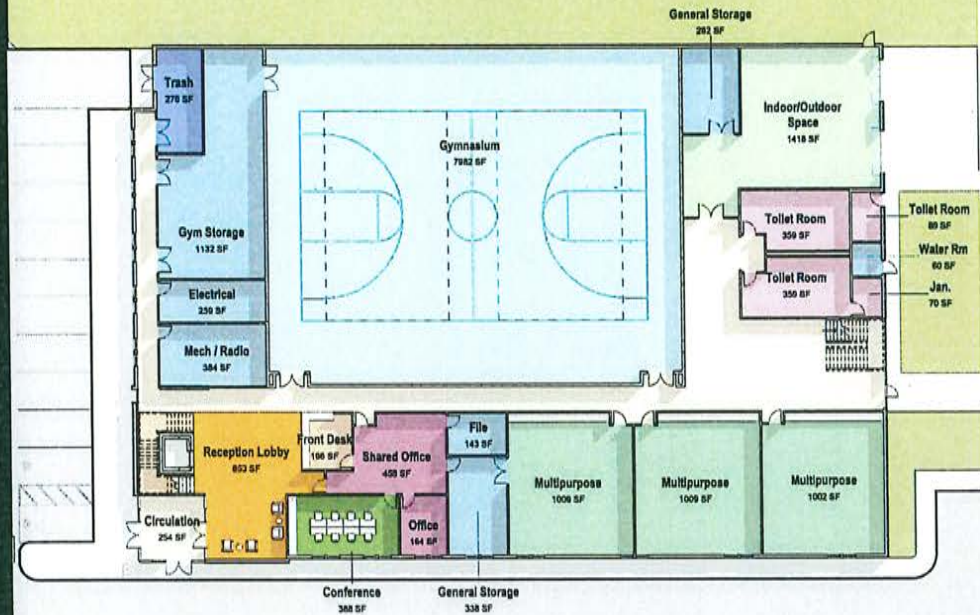
- Main Entry remains off E Willow Grove Ave
- 83 parking spaces provided (will need some site variances)
- Vehicle drop-off loop and connection to alley off E Pleasant Ave for emergencies only
- Building entry at the front corner
- Back of building faces the park with an indoor/outdoor space

E Willow Grove Ave



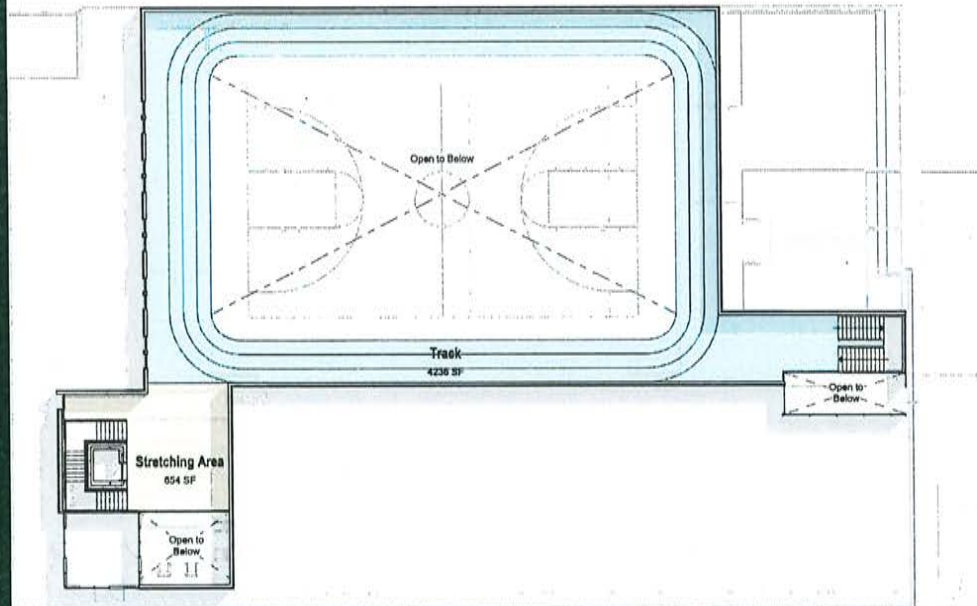
Floor Plan

Level 01 – 21,902 SF



2nd Floor Plan

Level 02 – 5,129 SF



Phase III - Exterior Design Goals & Preliminary Concepts

- **Materials** tie back to other *campus* buildings (ex: Library, Admin Building, etc...)
- **Prominent front entry** to clearly identify destination
- **Building placement** on site – setback from main streetscape to differentiate from adjacent residential
- **Maximize parking** efficiency on narrow site
- Delineate pedestrian walkways for **safe navigation** through lot and to building entry
- Maintain clear/direct **access to existing greenspace** behind Rec Center
- Maximize amount of **natural light** entering the public spaces of the building
- **Maintain emergency access** around building
- **Integrate brand** on and around building (in addition to material palette)



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R ASSOCIATES LTD

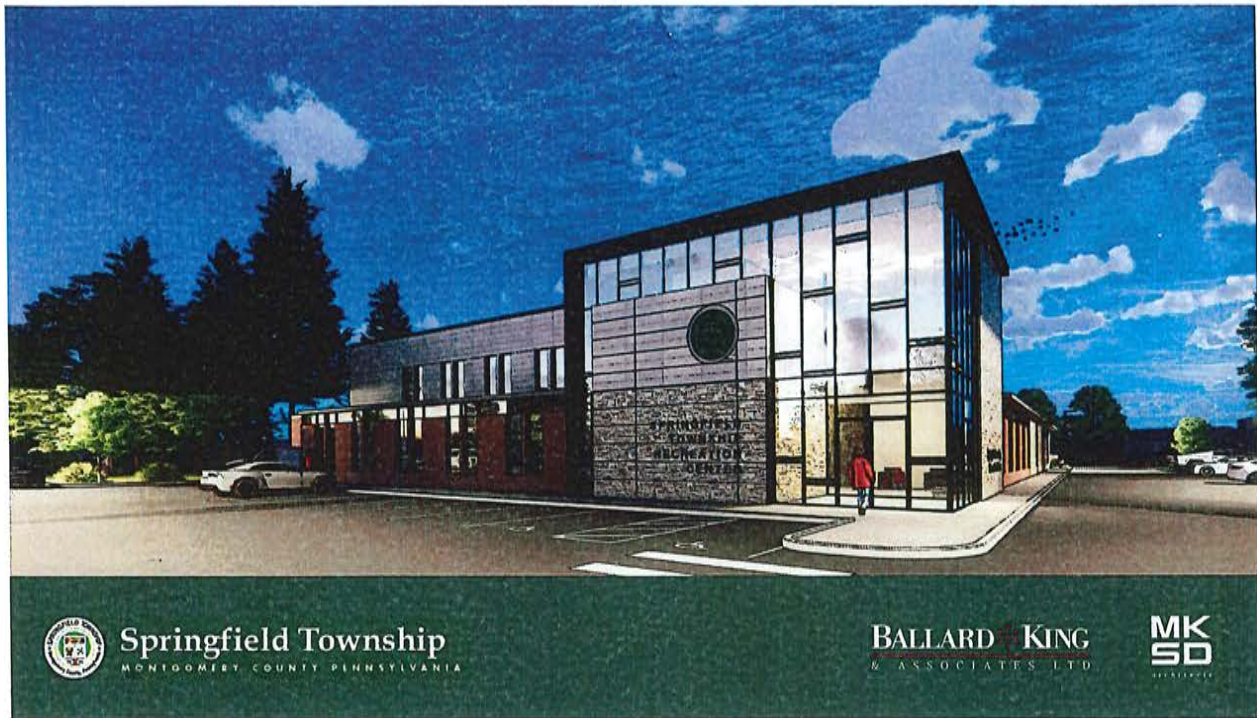
MK
SD
ARCHITECTS



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

BALLARD KING
R ASSOCIATES LTD

MK
SD
ARCHITECTS



Market Analysis

Market **opportunities** that exist with this project.

- The Township has an existing indoor recreation center that has an established market for indoor recreation, but it is an inadequate facility.
- The Primary Service Area's (Springfield Township) population is large enough to support a small to moderate sized recreation center by itself. It is possible to draw additional users from the Secondary Service Area as well.
- There is a high percentage of households with children in the Township, who are primary users of recreation centers.
- The Township has a high median household income level and a corresponding high recreation spending index. These are both strong indicators of a greater rate of use of community centers.



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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Market Analysis

Market **challenges** that exist with this project.

- It will be difficult to draw users from outside of the Township on a consistent basis due to the prevalence of other public, private and non-profit facilities in the area.
- The demographic characteristics of the service areas indicate an older median age and there will be a substantial increase in the older age groups in the coming years. The older the median age, the lower the participation rate is in most recreation activities.
- Scaling the building size to the Township market will be critical to strong financial performance.
- Funding not only the development but the operation of a recreation center will have to be clearly defined.



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Operational Considerations

- Operations plan for two options:
 - **Option 1** - Center with an elevated track
 - **Option 2** - Center without a track
- The center will be operated by the Township
- First year of operation is 2028
- Budget covers all operational expenses and revenues including programs

Hours of Operation

Days	Hours
Monday - Friday	8:00am - 9:00pm
Saturday	8:00am - 6:00pm
Sunday	Noon - 6:00pm
Total Hours Per Week	81



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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Operations Plan

Proposed Fees

Option 01- Gym/Track

Category	Daily Gym/Track Admission		20 Admissions	
	Res.	Non. Res.	Res.	Non. Res.
Adults	\$8.00	\$10.00	\$136.00	\$170.00
Youth (2-17)	\$6.00	\$7.50	\$102.00	\$128.00
Senior (55+)	\$6.00	\$7.50	\$102.00	\$128.00

Option 02- Gym

Category	Daily Gym Admission		20 Admissions	
	Res.	Non. Res.	Res.	Non. Res.
Adults	\$7.00	\$9.00	\$119.00	\$153.00
Youth (2-17)	\$5.00	\$6.00	\$85.00	\$102.00
Senior (55+)	\$5.00	\$6.00	\$85.00	\$102.00

Track Only – Weekdays 8:00am to 11:00am only

Category	Daily Track Admission		20 Admissions	
	Res.	Non. Res.	Res.	Non. Res.
Individual	\$4.00	\$5.00	\$68.00	\$85.00



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MONTGOMERY COUNTY PENNSYLVANIA

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Operations Budget

	Option 1	Option 2
	27,030 SF	21,900 SF
Category	Budget	Budget
Expenses	\$ 782,303	\$ 726,473
Revenues	\$ 522,863	\$ 474,005
Difference	(259,440)	(252,468)
Recovery %	67%	65%



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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Opinion of Cost

- Developed by Boyle Construction
- Based on current construction bidding environment
- Includes escalation with a bid date of Q2 2026
- Based on similar scale, public bid, multi prime projects
- Currently Does not include Geothermal Field or Solar panels
- Costs are broken down as requested:
 - Base one-story building
 - Separate cost of second-floor track and associated infrastructure
 - Separate out other alternates



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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Base Building (No elevated walking track)

• Demolition of 3 Existing Buildings:	\$ 470,000.00
• Site Work:	\$1,707,563.52
• General Construction:	\$6,876,308.25
• Fire Protection, Plumbing, Mechanical/HVAC, Data/Electrical, Security:	\$ 4,002,646.00
• General Conditions:	\$ 1,174,955.30
• Contingency	\$ 652,825.89

Opinion of Cost Sub Total: \$14,884,430.26

• Soft Costs: Professional Fees, construction testing, additional studies, Owner Insurance, FF & E	\$688,842.00
--	--------------

Opinion of Cost Total: \$15,573,272.30



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

BALLARD & KING
ASSOCIATES LTD.



2nd Floor Track & Associated Infrastructure

- 2 Stair towers
- Elevator
- Elevated Track & Railings
- Exterior Materials & Windows
- General Construction
- Fire Suppression, Mechanical, Plumbing, Electrical

Opinion of Cost: \$2,437,061.54



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

BALLARD KING
& ASSOCIATES LTD.



Potential Additional Alternates

- Construction Management Services
- LEED Consult and Certification
- Generator
- Monument Sign
- Site Wheel Stops
- Solar Panel and Geothermal Studies
- Potential Penn Dot HOP work

Opinion of Cost: \$1,000,000.00



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

BALLARD KING
& ASSOCIATES LTD.



Total Opinion of Cost

Base Building	\$14,884,430.26
2 nd Floor Track :	\$ 2,437,061.54
Soft Cost:	\$ 1,217,842.00
<u>Alternates :</u>	<u>\$ 1,000,000.00</u>

Total Cost: \$19,569,333.80



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

BALLARD & KING
& ASSOCIATES LTD



Total Opinion of Cost- Renovation vs. New Construction

Renovating Existing Buildings

Total Cost: \$5,642,743.07

Existing Building A- 8,255 SF
Existing Building B- 9,454 SF
Total: 17,679 SF

Includes:

- Parking: 13 Spots
- No expansion
- Minor Building Repairs
- Replacement of Building Systems
- Update for Building Code Requirements

Base Building & Demolition of Existing Buildings

Total Cost : \$ 15,573,272.30

New Recreation Center
Total: 27,031 SF

Includes (but not limited to):

- Parking: 83 Spots
- Expanded footprint creates expanded programs
- Fits all programs and square footage requirements
- Supports outside operations
- Provides diversity, equity, and inclusion for all age groups.
- Opportunity for the building to be renewable.

2nd Floor Track : \$ 2,437,061.54



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

BALLARD & KING
& ASSOCIATES LTD



Next Steps- Design and Construction Schedule

- Design Development, Construction Documents, Land Development, NPDES, and Penn Dot approvals- (12 months)
- Public, multi-prime Bidding & Permit (2 months)
- Award of Contracts (1 months)
- Construction (12 months)
- Owner Occupancy– Quarter 3, 2027



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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R ASSOCIATES LTD



Questions



Springfield Township
MONTGOMERY COUNTY PENNSYLVANIA

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R ASSOCIATES LTD



Guiding Principles of the Project

1. Must meet the financial expectations of the Township for capital and operations.
2. Must have a strong community focus.
3. Must serve all age groups and support diversity, equity, and inclusion.
4. Provides a location for existing Township Parks and Recreation activities and programs, while allowing for the expansion of Township offerings.
5. Provides offices for staffing of the Recreation Center.
6. Serves both active and passive recreation needs.
7. Should be able to function as comfort station for Township residents during events such as natural disasters or other emergencies.
8. Minimize the impact on adjacent property owners with concern to traffic & noise.
9. Consider the opportunity to support operations with income from rentals.
10. Must have strong multi-use capabilities with attention to acoustics.
11. Should have connectivity to the adjacent Laurel Beech Park field and playground.
12. Design and build using sustainable design principles, ensuring that new or existing building(s) will use 100% renewable energy, in compliance with Resolution 1469 passed unanimously by the Board of Commissioners in January 2019.
13. Indoor Air Quality as part of MEP narrative.



Springfield Township
MONTGOMERY COUNTY, PENNSYLVANIA

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& ASSOCIATES LTD



THANK YOU



Springfield Township

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& ASSOCIATES LTD



**RECYCLING REPORT
STATISTICAL DATA
FOR THE MONTH OF JULY 2025**

	<u>THIS MONTH</u>	<u>YEAR TO DATE</u>	<u>2025 BUDGET</u>
Materials Collected (tons)			
Single Stream Recyclables	161.4	1,153.05	1,996.5
Householder Participation			
No. of Curb Stops	23,987	152,679	266,263
Percent of Total (7,200)	66.6	66.4	71.0
Avg. Lbs. per Curb Stop	13.5	15.1	14.8
Sales Value of Recyclables (net)			
Single Stream Recyclables (\$15.74)*	(2,540.44)	(7,312.32)	(70,538.36)
Disposal Savings/Cost Avoidance			
COVANTA Tipping Fee @ \$82.75	13,355.85	95,414.89	162,727.88
State Performance Grant			
Prorated Annual Award	2,426.67	16,986.67	29,120.00
Grand Total Sales/Savings	13,242.08	105,089.24	121,309.52
Cost of Collection (prorated)			
Labor and Overhead	(28,134.58)	(196,942.08)	(337,615.00)
Equipment Cost	(5,250.00)	(36,750.00)	(63,000.00)
General Expense/Recycling Center	(83.33)	(583.33)	(1,000.00)
Total Cost	(33,467.91)	(200,807.46)	(401,615.00)
Net Income and Saving	(20,225.83)	(95,718.22)	(280,305.48)

* ESTIMATED; Sales value adjusts monthly

Prepared by and return to:

Model Declaration of Public Trust basic form

WeConservePA publishes this model and its commentary
at library.weconservepa.org

Parcel identification:

Declaration of Public Trust

THIS DECLARATION OF PUBLIC TRUST is made by _____,
("Declarant") on this _____ day of _____, 20____.

Background

Land. The real property that is the subject of this declaration is identified briefly below and more fully described in exhibit A attached to and incorporated into this declaration (that property, the "Land").

Parcel identification:

Street address:

Acreage:

Municipality and county:

Declarant. The Declarant is a _____ of the _____ class of the Commonwealth of Pennsylvania.

Public Trust. Declarant desires to formally declare a public trust containing the Land and to affirm its role and duty as trustee in service of the Public Purposes described below.

Constitution. Article 1, Section 27 of the Pennsylvania Constitution states:

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

Donated or Dedicated Property Act. Declarant desires this declaration to serve as a dedication of the Land to public use within the meaning of the Act of December 15, 1959, P.L. 1772, 53 P.S. §§3381-3386 (the "Donated or Dedicated Property Act").

Action. This declaration is made pursuant to resolution _____ of the Declarant on the _____ day of _____, 20____.

Dedication and Declaration

Dedication to Public Purposes. The Declarant formally and unequivocally dedicates the Land to the following purposes (collectively, the "Public Purposes") in perpetuity:

- (a) Providing public access for outdoor recreation; and
- (b) Providing open space benefits, which may include maintaining and improving the quality of water resources, both surface and groundwater, including replenishing their supply; establishing and protecting scenic views and vantage points for those views; preserving existing, planned, and potential outdoor public recreation and conservation areas; preventing and reducing floods; providing natural habitat for animals, plants, and fungi; preventing the loss and depletion of soil; conserving farmland for agricultural production and forestland for production of timber and other forest products; preserving features of historic, geologic, or biologic significance; and providing for sound land development by providing open space within and around developed lands.

Declaration of Public Trust. Declarant formally and unequivocally declares that the Land is the body of a public trust in service of the Public Purposes and of which Declarant is the trustee.

Development. Except in direct support of the Public Purposes, further development or improvement of the Land is prohibited.

Rights and Remedies. Rights and remedies arising out of this declaration are cumulative; they neither limit nor are limited by any rights or remedies arising from the Donated or Dedicated Property Act or other applicable authority available for upholding the Public Purposes.

INTENDING TO BE LEGALLY BOUND, the Declarant has signed and delivered this declaration as of the date set forth in the opening recital of this document.

By: _____(Seal)

By: _____(Seal)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF :

ON THIS DAY _____ before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of _____, a _____ of the _____ class of the Commonwealth of Pennsylvania, and that they as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officer.

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

Print Name: _____, Notary Public

**This document is based on the
Model Declaration of Public Trust
(basic form, v. 2024.06.26)
provided by WeConservePA.**

Nothing contained in the model, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. It should be revised under the guidance of legal counsel to reflect the specific situation.

Prepared by and return to:

Model Declaration of Public Trust expanded form with grant of conservation easement

WeConservePA publishes this model and its
commentary at library.weconservepa.org

Parcel identification:

Declaration of Public Trust and Grant of Conservation Easement

THIS DECLARATION OF PUBLIC TRUST AND GRANT OF CONSERVATION EASEMENT are made by _____, ("Declarant") on this ____ day of _____, 20____. _____, a Pennsylvania nonprofit corporation ("Holder") joins in this declaration and grant to evidence its acceptance of the rights granted to it hereunder.

1. Background

- 1.1 **Land.** The real property that is the subject of this declaration is identified briefly below and more fully described in exhibit A attached to and incorporated into this declaration (that property, the "Land").

Parcel identification:

Street address:

Acreage:

Municipality and county:

- 1.2 **Declarant.** Declarant is a _____ of the _____ class of the Commonwealth of Pennsylvania.

- 1.3 **Public Trust.** Declarant desires to formally declare a public trust containing the Land and to affirm Declarant's role and duty as trustee in service of the Public Purposes described in article 2.

- 1.4 **Constitution.** Article 1, Section 27 of the Pennsylvania Constitution states:

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

- 1.5 **Donated or Dedicated Property Act.** Declarant desires this declaration to serve as a dedication of the Land to public use within the meaning of the Act of December 15, 1959, P.L. 1772, 53 P.S. §§3381-3386 (the "Donated or Dedicated Property Act").
- 1.6 **Action.** This declaration is made pursuant to resolution _____ of Declarant on the _____ day of _____, 20____.
- 1.7 **Holder.** The Holder is a charitable corporation qualified to be a holder of conservation easements under the Conservation and Preservation Easements Act, Act of June 22, 2001 (P.L.390, No.29) (32 P.S. §§5051-5059).
- 1.8 **Authorization to Grant Easement.** The Act of January 19, (1968) 1967, P.L. 992, No. 442 entitled "Preserving Land for Open Air Spaces," as amended by Act 154 of 2006, authorizes local governments to "transfer open space property interests to a land trust" and to "elect to accept any nominal consideration for the transfer it deems appropriate."

2. Dedication and Declaration

- 2.1 **Dedication to Public Purposes.** Declarant formally and unequivocally dedicates the Land to the following purposes (collectively, the "Public Purposes") in perpetuity:
- (a) Providing public access for outdoor recreation; and
 - (b) Providing open space benefits, which may include maintaining and improving the quality of water resources, both surface and groundwater, including replenishing their supply; establishing and protecting scenic views and vantage points for those views; preserving existing, planned, and potential outdoor public recreation and conservation areas; preventing and reducing floods; providing natural habitat for animals, plants, and fungi; preventing the loss and depletion of soil; conserving farmland for agricultural production and forestland for production of timber and other forest products; preserving features of historic, geologic, or biologic significance; and providing for sound land development by providing open space within and around developed lands.
- 2.2 **Declaration of Public Trust.** Declarant formally and unequivocally declares that the Land is the body of a public trust in service of the Public Purposes and of which Declarant is the trustee.

The following optional provision may be included (and modified as appropriate) to exclude from the dedication certain property interests that Declarant wishes to reserve for other purposes.

- 2.3 **Reservation.** Declarant reserves the right to install, or allow the installation of, underground improvements. The improvements may serve Public or non-Public Purposes but must be designed and located so as not to materially affect the Public Purposes.

Use the following provision ONLY IF the land was acquired using open space tax dollars.

- 2.4 **Potential Disposal Pursuant to Referendum.** This declaration is not intended to obviate the possibility of Declarant disposing of those open space property interests acquired all or in part with open space tax revenue, following the assent of the electorate in a referendum pursuant to the act of January 19, (1968) 1967, P.L. 992, No.442, as amended.

The following optional section may be included (and modified as appropriate) to provide a set of rules to guide the administration of the Land consistent with the Public Purposes.

3. Covenants

To uphold the Public Purposes, Declarant declares the following covenants running with the land.

- 3.1 **Prohibited.** Improvements, facilities, activities, and uses are prohibited within the Land except as permitted below.
- 3.2 **Permitted.** The following improvements, facilities, activities, and uses, are permitted:
- a) Trails, walkways, playgrounds, athletic fields, tracks, courts, picnic pavilions, water fountains, toilets, storage sheds, kiosks, signs, accessory lighting, and other facilities and improvements ancillary to permitted activities and uses.
 - b) Outdoor recreational and outdoor educational uses.
 - c) Provision of refreshments, rental of outdoor recreation equipment, and other services, provided for the sole purpose of enhancing the public's outdoor recreational experience.
 - d) Resource management activities such as planting and mowing vegetation, pruning, sustainable forestry, and wildlife control.
 - e) Construction, installation, and maintenance of facilities and improvements permitted under this section.

4. Clarifications

- 4.1 **Access.** Declarant will ensure that no charges, barriers, restrictions, or requirements are imposed that restrict public access to the Land or improvements permitted by this Declaration unless they are (1) reasonably necessary in service of the Public Purposes or a permitted use, or for public safety or avoidance of nuisance; and (2) not unduly burdensome.
- 4.2 **Leasing and Licensing.** Declarant may lease or license portions of the Land to others to provide or assist Declarant in providing facilities, programs, goods, services, or other amenities to the public that are consistent with the Public Purposes.
- 4.3 **Rights and Remedies.** Rights and remedies arising out of this declaration are cumulative; they neither limit nor are limited by any rights or remedies arising from the Donated or Dedicated Property Act or other applicable authority available for upholding the Public Purposes.

- 4.4 **Proceeds of Disposal.** In the event that a sale, transfer, or other disposal of the Land or a portion thereof is properly effected, notwithstanding this Declaration or applicable law, all proceeds will be reinvested in service of the Public Purposes.

The following additional clarification should be added IF the optional Covenants section is not being used. Include the bracketed text if the optional reservation is being made.

- 4.5 **Development.** Except in direct support of the Public Purposes [or in regard to the reservation set forth in subsection 2.3], further development or improvement of the Land is prohibited.

5. Grant of Conservation Easement

- 5.1 **Grant.** Declarant grants and conveys to Holder an unconditional and perpetual easement upon the Land to uphold the Public Purposes and enforce the covenants set forth above. Without limiting the scope of the grant set forth here, this grant empowers Holder to: (a) take such action as may be necessary or desirable to block uses of the Land inconsistent with the Public Purposes or which violate the covenants; and (b) enter the Land to inspect to determine compliance with this declaration and grant.
- 5.2 **Relationship of Grant to Dedication.** The grant of conservation easement is not intended to supersede any rights of the public established by the dedication of the Land to Public Purposes.
- 5.3 **Holder's Costs and Expenses.** Declarant must pay or reimburse Holder's costs and expenses in connection with the upholding of the Public Purposes and enforcement of the covenants, including exercise of remedies, in the event of Declarant's failure to abide by this declaration.
- 5.4 **Coal Notice.** This notice is given to Declarant solely for the purpose of compliance with Pennsylvania's Conservation and Preservation Easements Act:

NOTICE: The grant of conservation easement may impair the development of coal interests including workable coal seams or coal interests that have been severed from the Land.

[signature page follows]

INTENDING TO BE LEGALLY BOUND, Declarant and Holder have signed and delivered this declaration and grant as of the date set forth in the opening recital of this document.

ON BEHALF OF DECLARANT

By: _____

By: _____ (Seal)

ON BEHALF OF HOLDER

By: _____ (Seal)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF :

ON THIS DAY _____ before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of _____, a _____ of the _____ class of the Commonwealth of Pennsylvania, and that they, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officer.

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

_____, Notary Public
Print Name:

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF :


ON THIS DAY _____ before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of _____, a Pennsylvania nonprofit corporation, and that they as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officer.

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

_____, Notary Public
Print Name:

**This document is based on the
Model Declaration of Public Trust
(expanded form with grant of conservation easement, v. 2024.06.26)
provided by WeConservePA.**

Nothing contained in the model, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. It should be revised under the guidance of legal counsel to reflect the specific situation.



Public Finance for Open Space: A Guide for Pennsylvania's Municipalities

by

Gary Gordon, Ph.D.

Resource Protection Specialist

Heritage Conservancy



**HERITAGE
CONSERVANCY**

*Preserving our Natural and
Historic Heritage*

www.heritageconservancy.org



Public Finance for Open Space:

*A Guide for Pennsylvania's
Municipalities*

By Gary Gordon, Ph.D.

Table of Contents

Part I: Introduction	2
Why Invest in Open Space?	2
Financing Open Space	3
Part II: Public Financing Options for Open Space	4
Pay Now, Pay Later, or Both?	4
Pay-As-You-Go Approaches	4
Property Tax	5
Earned Income Tax	5
Real Estate Transfer Tax	5
Borrowing	5
Part III: Pennsylvania Law on Open Space Financing	7
Act 153 of 1996	7
Act 138 of 1998	7
Do You Need a Referendum?	8
The Referendum Process	8
Part IV: Steps to a Successful Referendum	9
Organizing the Campaign and Building Support	9
Citizens Advisory Committee	10
Staffing the Campaign	10
Budgeting and Fundraising	10
Research – Designing a Measure the Voters Will Approve	11
How Much Do You Need?	11
Polling	11
Developing the Message and Strategy	12
Part V: Case Studies	13
Upper Makefield Township	13
Amity Township	14
Springfield Township	14
The Job Well Done	15
Appendix A: Local Open Space Finance Measures	16
Appendix B: Primer on Municipal Debt	18
Characteristics of Municipal Borrowing	18
Term and Repayment of Borrowing	18
Players in the Process of Borrowing	19
The Bond Sale Process	20
Alternative Financing Techniques	21
Lease/Purchase Contracts	21
Installment Purchase Agreements	21
Sample Township Fiscal Impact Calculations	22
Appendix C: Sample Ordinances	24
Ballot Question for Debt	24
Ballot Question for Earned Income Tax	25
Enabling Ordinance for Debt	26
Enabling Ordinance for Earned Income Tax	28
Appendix D: Suggested Campaign Calendar	30
Appendix E: Sample Campaign Flyer	31

I. Public Finance for Open Space in Pennsylvania

“The nation behaves well if it treats the natural resources as assets which it must turn over to the next generation increased, and not impaired in value.”

Theodore Roosevelt

Pennsylvania is depleting one of its most valuable resources – its open space – at an alarming rate. Since the 1950s, Pennsylvania has lost more than four million acres of farmland to development, an area the size of Connecticut and Rhode Island combined. During the 1990s Pennsylvania ranked fifth of the 50 states in the development of open land but 48th in population growth. In the face of these trends, local governments have increasingly turned to land acquisition and conservation easements, in addition to regulation and planning, to preserve open space in their communities.

Municipalities preserve open space in several ways. Non-profit land trusts are sometimes able to acquire land in a community using foundation grants or donations, and municipalities and land trusts alike occasionally receive donations of land from private citizens or corporations. Some landowners donate open space purely out of philanthropic intent or to take advantage of the tax deduction associated with such a charitable donation. Increasingly, however, landowners want to be paid in cash for their land or conservation easements, and municipalities that wish to acquire open space need to raise public funds to finance these transactions. This publication is intended to be a guide for local leaders and municipal officials who wish to raise public funds for open space.

Why Invest in Open Space?

Accumulating evidence indicates that open space conservation is not an expense for a municipal government, but an investment that produces important economic benefits. Some of this evidence comes from academic studies and economic analysis. Other evidence comes from the firsthand experience of community leaders and government officials who have found that open space protection does not “cost” but “pays.” Numerous cost-of-service studies have shown that residential development often costs more in public services such as schools and infrastructure than it generates in tax revenue, while farmland and open space result in a net revenue surplus. Open space has been shown to further improve the bottom line by boosting tourism and attracting businesses and jobs. Open space protection is not only good for a community’s health, stability, beauty, and quality of life, it is also good for the bottom line.

A poll of Pennsylvania voters conducted by the Trust for Public Land in April 2002 revealed that a solid majority of state residents favor public spending for land preservation. When asked about what kinds of land they thought should be preserved, survey respondents overwhelmingly identified preserving natural land that protects water quality as the top priority, with 94 percent support. Other voter priorities included creating local parks (82 percent support), preserving land for outdoor recreation (81 percent), preserving land as fish and wildlife habitat (79 percent), and preserving land to manage growth and development (76 percent).

Open space protection is also becoming a key component of state and local smart growth strategies. Communities are choosing to protect special places before they are lost to development and to reclaim vacant and abandoned land in urban areas for parks, trails and recreation facilities. Planners are giving increasing priority to green infrastructure in deciding how and where a community should grow.

Generally, voluntary land conservation techniques – acquisition of land or conservation easement from a willing seller or donor – are less controversial and generate more public

support than regulatory methods. Regulatory approaches are, however, effective in preventing development in sensitive areas, controlling patterns of development, and preventing costly disasters such as floods. It's important to keep in mind that a variety of tools, voluntary and regulatory, will likely be needed to meet a community's land conservation goals.

Financing Open Space

Funding for open space acquisition comes from various private and public sources. Pennsylvania has shown considerable leadership in funding land conservation through direct protection at the state level and by providing funding to local governments in order to make them partners in the process. These programs are highlighted below.

Profile of Pennsylvania State Programs

Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program. Pennsylvania's funding source for local parks, recreation, land conservation, trails and river conservation. The department provides matching grants for land acquisition and transaction costs, as well as for planning and studies. Contact: 717-783-4734 or www.dcnr.state.pa.us/grants.htm.

Pennsylvania Agricultural Conservation Easement Purchase Program. The Pennsylvania Department of Agriculture provides funds to counties for the purchase of easements on agricultural land by municipalities and the counties themselves. To be eligible a property must be part of a voluntarily formed Agricultural Security Area and apply to the county agricultural preservation board. Contact: your county Agricultural Preservation Board.

Pennsylvania Department of Agriculture Land Trust Agricultural Easement Program. Provides up to \$5,000 per transaction to reimburse non-profit land trusts for transaction costs such as appraisals and surveys. Municipalities working with a land trust on their open space acquisitions can access this funding source through the land trust. Contact: your local land trust, or call the Department of Agriculture's Bureau of Farmland Preservation at 717-783-3167.

Pennsylvania Department of Environmental Protection Growing Greener Grant Program. Provides funds to municipalities for open space planning and implementation. Contact: 717-705-5400 or 877-PAGREEN or www.dep.state.pa.us/growgreen/defaultdep.htm.

Federal conservation funds are available to state governments through several programs including: the Land and Water Conservation Fund (LWCF); Forest Legacy; the North American Wetlands Conservation Act; and the Cooperative Endangered Species Conservation Fund. Local governments do not have direct access to these funding sources.

Most counties and municipalities find it necessary to supplement outside funding sources with funds of their own, raised through local taxes and bonds. The possibility of raising local funds for park, open space and recreation projects depends on a variety of factors, including the economic health and borrowing history of a community, and the political will of local elected leaders and the electorate.



*“Never doubt
that a small
group of
thoughtful,
committed
citizens can
change the
world. Indeed
it’s the only
thing that
ever has.”*

Margaret Mead

In spite of recent political trends throughout the United States favoring reduced taxes and reduced public spending at all levels of government, spending on open space has gained in popularity with voters in the last several years. In 2002 voters approved 141 ballot measures for open space nationwide, committing almost \$5.7 billion in funding for parks and open space conservation. Since 1998, voters across the United States have given their support to more than \$25 billion in open space funding, passing 670 referenda.

In Pennsylvania, voters have demonstrated solid and increasing support for open space, approving numerous open space tax and bond referenda, the majority of them in the southeastern part of the state. (For a list of communities that have raised open space funds, see Appendix A). Altogether, local governments in Pennsylvania have authorized over \$525 million in open space borrowings at the county and municipal levels, in addition to millions of dollars annually in open space taxes. In 2000, voters in Upper Makefield, Bucks County, approved a \$15 million financing for open space acquisition, the largest such municipal measure to date. Some townships and counties have had more than one successful referendum.

The following sections explain some of the mechanics and techniques of open space finance (Part II), describe Pennsylvania’s laws on public finance of open space (Part III), and provide guidance on conducting a successful referendum campaign (Part IV). Case studies of recent referendum campaigns are provided (Part V), and the Appendices provide relevant reference material.

II. Public Financing Options for Open Space

Pay Now, Pay Later, or Both?

Municipalities wishing to finance open space acquisitions with public dollars face a basic choice in financing methods:

- They may take a “pay-as-you-go” approach, as detailed below, in which spending is limited to current revenues;
- They may borrow, spend funds now and pay them back over an extended period, as explained below; or
- They may combine both techniques, simultaneously passing measures to incur debt and to implement a dedicated tax for open space acquisition, so that revenues from the dedicated tax can help provide funds to pay off the debt.

Pay-As-You-Go Approaches

With pay-as-you-go approaches, the government spends revenues from general appropriations or from a dedicated funding source. These funding sources – which can include property taxes, earned income taxes, real estate transfer taxes, or budget surpluses – can be attractive to debt-averse voters and public officials. “Pay-as-you-go” means year-by-year accountability and no borrowing costs. On the downside, it also means relatively small annual revenues (sometimes too small to pay for large land protection projects), and funding can be difficult to sustain as the leadership of a community changes.

Property Tax

The property tax is a familiar, if sometimes unpopular, revenue source for local governments. Property taxes are usually measured in “mills,” where 1 mill equals \$1 of tax for every \$1,000 of assessed property value. Property taxes provide a steady source of revenue, less affected by downturns in the economy than the earned income tax. They are relatively easy to administer at the local level, and the burden is broadly distributed. On the downside, this revenue stream may be sought after by numerous interests, and retired residents on fixed incomes may oppose such an increase in their cost of living. Furthermore, municipal codes limit local property tax rates, requiring voter approval if these limits are exceeded. Nevertheless, voters in many communities have been willing to accept a property tax increase when revenues are specifically earmarked for parks and open space protection. Voters in Milford Township in Bucks County and Halfmoon Township in Centre County have approved real estate millage increases for open space, and a number of municipalities use real estate taxes to pay for debt service on open space bonds.

Earned Income Tax

The earned income tax (EIT) is an increasingly important source of revenue for local governments. The EIT may be more acceptable than the property tax in communities with a large population of retired seniors, since the tax is only applied to earned income, not to real estate assets or pensions. Pennsylvania law caps the EIT at 1.0%, and in most jurisdictions the local school district lays claim to half of this amount. Act 153 of 1996 authorizes voters to approve the levy of an increased earned income tax beyond the 1.0% limit, exclusively for the purpose of financing purchases of open space. The amount of the additional tax is set by the voters in a referendum. To date, voters in East Bradford, North Coventry, and East Vincent Townships in Chester County and East Rockhill, West Rockhill, Richland, Springfield and Hilltown Townships in Bucks County have approved EITs ranging from 0.10% to 0.25%.

Real Estate Transfer Tax

The real estate transfer tax is levied on the sale of property, increasing with the value of the property being sold. Costs are typically divided between the buyer and the seller. At the local level, the real estate transfer tax can create significant funding for park and open space acquisition, particularly in fast-growing communities. On the other hand, it can also inflate real estate values, slow the market, and make revenues difficult to predict. Perhaps most important, winning approval for the tax in the face of opposition from real estate interests has proved difficult for many communities. The tax is also limited by state law to 1.0%, and if a community has already reached this level of taxation, it cannot be exceeded. Radnor Township in Delaware County increased its real estate transfer tax from 0.75% to 1.0% and dedicated the additional revenues from the increase to open space.

Although less common, other finance mechanisms have been used for park and open space purposes around the country. These tools include: local option sales taxes, impact fees on new development, special assessment districts, hotel/motel taxes, and motor vehicle taxes. To date, none of these approaches has been tried in Pennsylvania.

Borrowing

Borrowing – by issuing bonds, utilizing bond pools, or borrowing from commercial lenders – presents its own set of opportunities and drawbacks. On one hand, borrowing can provide a community with the funds and flexibility it needs up front to fund large-scale park and open space projects, while land costs are lower than they will be in the future. Long-term loans or bonds raise substantial amounts of money, enabling the community to make important acquisitions now while land is available. Costs are spread out over a long time horizon and therefore are borne by both current and future beneficiaries. On the other hand, financing charges accrue, and convincing voters of the merits of incurring debt can sometimes be challenging.

Debt comes in a wide variety of formats, and each carries its own particular advantages, constraints, and costs. For instance, while governments often issue bonds to raise large amounts of money, in some cases the interest rate on a bank loan may be lower than that for a bond. In general, it may be more cost-effective to finance small amounts of debt (up to \$2-3 million) through a bank loan, since the transaction costs for issuing bonds are significant. In the past, banks shied away from lending larger sums, but some municipalities have had success in borrowing up to \$5 million or more at a time from local lenders, and the ceiling for bank loans may continue to rise as banks compete with bond issuers for municipalities' business.

In addition to deciding which type of debt is most advantageous, borrowers also need to take into consideration the timing of the borrowing. A municipality that approves a large amount of debt may not need all of the funds right away. If all of the money is borrowed in a lump sum at the outset, interest will begin to accrue immediately, even if the funds are not being used. The funds will sit in an account, perhaps earning less in interest than the municipality is paying on the debt. Even if the account pays a higher rate of interest, municipalities may be restricted from realizing arbitrage gains through reinvestment of the funds. A municipality may wish to borrow in phases over time as the need arises, or seek a line of credit from a bank.

A municipality may choose to use the revenues from a dedicated open space tax to help pay off the debt. Of course, it may not be possible to match revenues from the tax precisely with payments on the debt, since debt payments are generally fixed and tax revenues tend to vary over time. Nevertheless, the pairing of debt and taxation measures can help assure that a dedicated funding stream will be available to pay off all or part of the debt, which may be an important political consideration in some municipalities.

Given the complexities of this kind of financing, it makes sense to get advice from experienced lending professionals who are familiar with the range of debt instruments and strategies that are available. A qualified financial advisor will be able to propose a variety of options and explain the advantages and disadvantages of each. Many municipalities are concerned about the impact new debt will have on taxes, since ultimately debt must be paid off using a revenue source, in many cases through increased property taxes. A financial advisor can help calculate the likely tax impact of various debt packages. (For a more detailed discussion of the various kinds of debt and the borrowing process, as well as an example of a debt impact analysis, see Appendix B.)



III. Pennsylvania Law on Open Space Financing

Act 153 of 1996

Pennsylvania's Act 153 of 1996 (which amended the Open Space Lands Act, Act 442 of 1967) gives local governments the power to acquire open space interests for the following purposes:

- Protection of water resources and watersheds
- Protection of forest for timber production
- Conservation of farmland
- Parks and recreation
- Conservation of natural and scenic resources
- Preservation of sites of historic, geologic, or botanic interest
- Promotion of sound planning through the creation of buffers between communities

Under the Act, local governments may levy a tax on real estate or earned income above existing limits *in order to purchase development rights or open space lands*, but only if they first receive referendum approval from the voters.

The Act also lays out the rules for acquisition of open space by local governments. Properties may be acquired in fee and resold after restrictive easements or covenants have been placed on the land. Property interests may be purchased on an installment or deferred basis, but may not be acquired through condemnation.

Land or development rights to be purchased must have been identified in a resource, recreation, or land use plan recommended by the planning commission of the municipality in which the property is located, and that plan must first be adopted by the governing body. If the community does not have a planning commission, the process relies on a similar plan prepared by the county planning commission and adopted by the municipal governing body.

In the event that the governing body decides to dispose of acquired land or development rights, it must first obtain voter approval. These interests must then be offered to the original property owner at the original price paid by the local government. If the offer to the original property owner is not accepted within 90 days, the property interests may be sold in the manner provided by law.

Act 153 also authorizes local school districts to freeze the millage on lands whose development potential has been removed. Recently, Central Bucks, Council Rock and New Hope/Solebury school districts in Bucks County have agreed to take this step.

Act 138 of 1998

Pennsylvania Act 138 of 1998 (an amendment to the Agricultural Area Security Law, Act 43 of 1981) authorizes local governments to purchase agricultural conservation easements to preserve farmland in established agricultural security areas. Local governments may undertake this activity on their own or in cooperation with a county or the Commonwealth as joint owners. The Act permits local governments to incur debt to purchase these easements.

"Preservation
costs money.
Development
costs more."

Bill Tinsman,
Solebury
Township
Supervisor,
Bucks County

“The hard
political path
is the only
workable
route to the
soft
environmental
path.”

Barry
Commoner,
Earth Island
Institute

Limits on Local Government Debt and Taxes

Pennsylvania statute sets limits on local government debt using the concept of a borrowing base. A local government's *borrowing base* is its average annual revenue over the last three years. Under the **Local Government Unit Debt Act (Title 53, Part VII, Subpart B, Chapter 80)** the debt limit for townships and other local governments is 250% of their borrowing base, unless the voters approve additional debt.

In the realm of taxation, property tax rates are controlled by municipal codes in each municipality in Pennsylvania. For earned income taxes, the **Local Tax Enabling Act (P.L.1257, No. 511)** sets the limits for local governments. Under this act, the earned income tax rate is capped at 1.0%, unless the voters approve additional taxation.

Do You Need a Referendum?

If the proposed open space financing does not put a local government over its statutory debt or tax limits, there is no need for a referendum (although open space acquisitions must still be carried out according to the appropriate Pennsylvania municipal codes). If the proposed financing will cause the local government to exceed its tax or debt limits, voter approval through a referendum is required. And a referendum may still be desirable even if a municipality is below its statutory debt and tax limits, if the municipality plans to incur additional debt or raise taxes in the future.

Authority to conduct the referendum and incur electoral debt is found in both Act 153 and the Local Government Unit Debt Act. If a referendum is carried out pursuant to Act 153, the money will need to be spent under the rules laid out in Act 153 (described in the previous section). Some municipalities have decided to hold open space bond referenda under the more general authority of their municipal codes and the Local Government Unit Debt Act, instead of Act 153. Until the judicial system resolves the issue of which statute controls in this situation, it may be prudent to follow the more specific Act 153.

The Referendum Process

The method for placing a referendum question on a ballot is set forth in the **Pennsylvania Election Code (P.L. 1333, No. 320)**. First, the supervisors or county commissioners must pass an ordinance to have the question placed on the ballot. For tax measures, the ordinance is then filed with the county board of elections at least 13 Tuesdays before the next primary or general election. The question for approval of a dedicated tax must be phrased in the following words:

“Do you favor the imposition of a [describe the tax in millage or rate] by [local government unit] to be used to [purpose]?”

For a debt referendum, the question must be submitted to the county board of elections at least 45 days in advance of the election and be phrased substantially as follows:

“Shall debt in the sum of [amount] dollars for the purpose of financing [describe purpose] be authorized to be incurred as debt approved by the electors?”

It is also necessary to publish election notices in local newspapers and legal journals beginning no earlier than three weeks before the election, but no later than two weeks before the election.

For both tax and debt referendum questions, the purpose should be described carefully so that the intent is clear to the voters and so that it authorizes all of the intended activities.

An example might be "... for the acquisition of land and conservation easements for open space, recreation and the preservation of farmland." Of course, each referendum question must be customized to fit the situation at hand. (For model ballot language, see Appendix C.)

No petition or other action is legally required for municipal officials to put a question on the ballot. If officials are hesitant to undertake an open space funding initiative, proponents may gather signatures or conduct a poll to help demonstrate public support for the issue.

Enabling legislation

The approval of a referendum question by the voters is a wonderful accomplishment, as it shows true grass roots support for open space financing. But the victory is not yet won: *approval by the voters is not binding on elected officials*. A successful referendum is a necessary step if the elected officials are planning to exceed taxation or debt limits, but the approval of the voters by itself does not cause the tax to be implemented or the debt to be incurred. In all cases, the elected officials must pass an ordinance in order to enact the proposed financing. (For examples of enabling ordinances, see Appendix C.)

IV. Steps to a Successful Referendum

To open space advocates, the need for open space funding may appear so compelling and obvious that they expect a referendum to sell itself. While it is true that voters nationwide are approving open space referenda in increasing numbers, referendum organizers cannot afford to be complacent. Some referenda fail. Fortunately, there are steps that can be taken to improve the chances of success.

Perhaps the most important key to a successful campaign is time. Proponents should launch open space campaigns well in advance of the vote. They need time to build well-rounded coalitions, gather information, poll residents, get measures on the ballot, and communicate with the public. (For a timeline that outlines the recommended steps and their approximate timing during a campaign, see Appendix D.)

Some rules of thumb from successful referendum campaigns:

1. This is a political process. Expect the same amount of work, fundraising, organizing, and debate as you would for any other political campaign.
2. Organize early. Allow at least six months. One year is strongly recommended.
3. Prepare your message, keep it simple and stick to it.
4. Focus on the benefits (and costs of not approving the referendum) that will resonate with the voters.
5. Build broad support early on. Keep local elected officials informed and supportive.
6. Make key players think approval is *inevitable*.
7. Look out for organized opposition.
8. Fundraise early!

Organizing the Campaign and Building Support

Public support for preserving and improving park, recreation, and natural resources is essential. Equally essential is a well-organized and committed group of individuals to develop and promote the referendum. While every campaign is unique, successful campaigns share some common components, which are outlined below.

"Voters
responded to
the key
issues...sprawl,
highway
congestion, and
the effects of
rapid growth."

Tom Kerr,
Wildlands
Conservancy

Citizens Advisory Committee

Early in the campaign, and well before the specifics have been developed, a citizens advisory committee should be formed representing a broad-based coalition of supporting organizations. Members will help with fundraising, strategy, and endorsements. The committee should include a wide array of representatives from the public and private sectors, including the following interests:

- Parks and recreation
- Farmers
- Natural resources, conservation, and wildlife
- Senior citizens and youth groups
- Urban development and planning
- Local government
- Certain builders, developers, and realtors
- Business leaders – particularly major employers and small business representatives
- Bankers and other financial experts
- Media leaders and influential citizens

The advisory committee should set a schedule to meet regularly throughout the development of a measure. Its mission should be clearly stated and the campaign director should work to maintain the committee's focus.

Staffing the Campaign

Whether paid professionals or volunteers, campaigns require staff, and it is important to find the right people for the right jobs. Depending on the resources available, a campaign could be run by a seasoned campaign manager, the township Environmental Advisory Council (EAC) or Open Space Committee, a group of volunteers, members of the citizens advisory committee, or a combination of these groups. Other important positions include fundraising/finance coordinator, treasurer, press secretary, and volunteer coordinator.

Public officials and employees should be cautious about their level of involvement in the grassroots campaigning effort. A public official may legitimately endorse a referendum and help to educate the public on the issues, and municipalities frequently use public funds to pay consultants for technical advice. But the line between non-partisan research and education activities and partisan advocacy can be a blurry one. When in doubt, consult with legal counsel or the Pennsylvania Ethics Commission.

All participants in a referendum campaign, whether public officials or individual volunteers, need to comply with Pennsylvania's Campaign Expense Reporting Law (25 P. S. §§ 3241-3260b.) Under this statute, any group or individual that accepts more than \$250 worth of contributions or spends more than \$250 to influence the outcome of a referendum must register as a Political Action Committee (PAC) with the county board of elections and submit reports documenting expenditures and contributions. Campaign materials generated by the PAC should indicate that donations are not tax deductible for income tax purposes.

Budgeting and Fundraising

Once a campaign strategy is in place, referendum organizers should develop a budget which will include salaries and consulting fees, if any, overhead and supplies, printing and postage, legal advice, and travel expenses. In most cases, it will become clear that additional funds will be needed to implement the campaign strategy. In order to attract significant contributions, referendum organizers will need to maintain precise budgeting and accounting of expenditures and develop a plan for contacting potential donors. Donor solicitations may include personal contacts, direct mail, and fundraising events. Free press and volunteers can

go a long way, but money will increase the odds of success considerably. Before an open space measure reaches the public, campaign leaders should evaluate the level of financial support available from the community.

Research—Designing a Measure the Voters Will Approve

The most critical step in the referendum process is learning what the voters want. Whenever possible, referendum organizers should conduct thorough research and public opinion polling. This process helps proponents decide if the time is right to seek public funding and, if so, what size and type of measure voters will accept. Research is the first step toward passage of an open space funding mechanism. It is important to understand the open space financing options, how much revenue each option is capable of generating, and the potential impact of each option on residents, businesses and consumers in the community. It is also a good idea to examine the track record of fiscal and environmental measures in the community and neighboring jurisdictions. Finally, proponents should be aware of competing priorities and relevant economic, environmental, and political issues.

Determining the best time to seek voter support involves a number of considerations including turnout projections, competing measures, and open political seats, not to mention the costs, particularly for a special election. Choices are often between low turnout elections that may not bring out enough supporters, and general elections where the measure could be lost or dragged down by competing spending measures on the ballot. To determine the most appropriate ballot on which to place the measure, study poll results, review historic voting patterns and results, and find out what other potential measures will be on the ballot.

How Much Do You Need?

Municipalities use different methods to arrive at the dollar amount or tax rate they propose for open space funding. Most start with a goal of how much land they'd like to preserve, and an estimate of how much it would cost to pay for those acquisitions. This estimate can then be adjusted, based on research, to take into account what township residents are willing to pay. No matter how you arrive at the final figure, it is important to be able to justify the amount to the voters.

Polling

A well-designed and well-executed public opinion poll can lead to a ballot measure that truly reflects the public's conservation priorities. For example, poll results may show that open space protection is a top priority for voters, and may further reveal why it is important to different groups. Perhaps preventing urban sprawl is the top priority among voters 40 and under, and preserving a legacy of land for children scores highest for voters 60 and older. This information will help to guide the creation and delivery of targeted messages. By including questions about potential supporters of the measure, polling data can also guide the selection of partners and campaign spokespersons.

Second, a poll can reveal how much voters will spend. A successful \$3 million measure will protect much more land than a losing \$10 million measure. That is why it is essential to determine the level of taxation or debt that voters are willing to approve before the measure is placed on the ballot.

Polling can help to determine the best time to seek voter support. Although progressive community leaders may be eager to put parks and open space measures on an upcoming ballot, a poll may show that voters lack the same enthusiasm. Postponing a ballot measure in order to build public support for open space can be the best way to ensure eventual success.

*"We could
have saved
the Earth but
we were too
damned
cheap."*

*Kurt
Vonnegut Jr.*

Picking a Pollster

Keep in mind that a poll is only as good as the investment that is made in it. Without careful research and the guidance of a professional pollster and political consultant, polls can hurt as much as help. A pollster is responsible for designing poll questions, selecting the sample, conducting the survey, and interpreting results. To find the right pollster consider the following:

- Professional experience with environmental and/or conservation ballot measures.
- Willingness to provide advice throughout the campaign.
- The firm's references and workload.

Talk to several before choosing. In all cases, be sure to outline the agreement in a written contract.

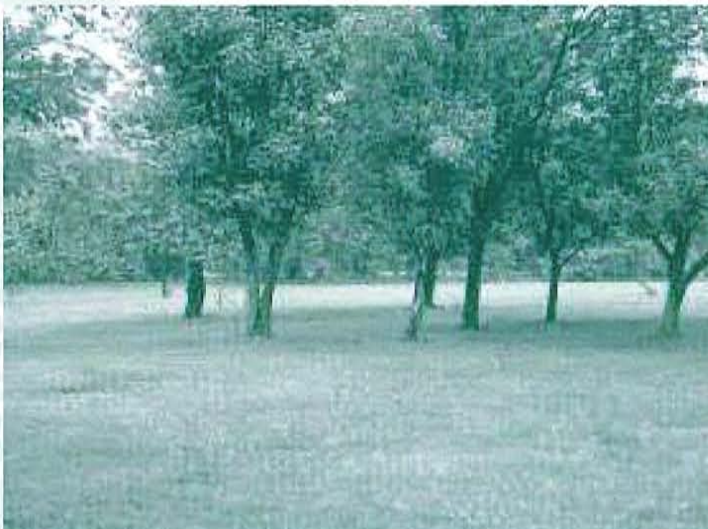
Prices can vary considerably depending on the pollster, the size of the sample, and the length of the questionnaire. A well-designed telephone survey can range from \$10,000 to \$12,000 for a 15-minute poll with a sample size of 300 and up to \$30,000 for a 20-minute poll with a sample size of 800. (As a general guideline, a poll should have a sample size of at least 300. If there is only one poll planned, experts recommend testing at least 400 people to get meaningful information.)

If the price of a professional poll overwhelms your fundraising capacity, it may be possible to get a local university's public policy program to conduct a poll as a project for students. The drawback of this option is that the university's timetable and goals for the poll may not mesh well with those of the campaign. Campaign organizers can also conduct an informal poll, for example, by setting up a table at a local supermarket or at a community festival. Such an approach will, at the minimum, allow a rough sense of public opinion, but such an unscientific approach leaves the door open to criticism from opponents of the campaign who may contest the validity of your results.

Developing the Message and Strategy

A campaign must explain clearly what is being proposed and how individuals and interest groups will benefit. Most likely this will mean communicating several key messages through different channels and to different targeted audiences. An open space plan, which clearly states the community's goals for its open space resources and how they will be protected, is extremely important. Again, polling data will be useful in deciding which groups are most

important to winning the campaign, what messages resonate with these groups, and the best strategy for reaching them. The campaign must also alleviate voters' concerns and address potential opponents of the measure. For example, the campaign should emphasize that open space financing will include fiscal safeguards to guarantee that funds will be spent as promised. Transparency or openness is critical with regard to the criteria for selecting properties, the procedures for land acquisition, the administration of the program, and maintenance of the acquired lands.



Outreach will likely include some combination of direct mail, paid and free media, advertising, public education materials, lawn signs and billboards, phone banks, and special events. Message materials should include:

- A summary explaining the measure and stating public need
- Answers to frequently asked questions
- A breakdown of funds provided by the measure
- A description (general or specific) of projects to be funded by the measure
- Other relevant background information
- A list of influential supporters or endorsements

In Appendix E, you will find a sample of a flyer that was mailed out to residents of Upper Makefield, Bucks County, as part of that township's successful campaign for \$15 million in open space funding. Local land trusts may be a good source of ideas for talking points and message ideas.

The Trust for Public Land's website is a good source of information for strategies for creating a compelling message: www.tpl.org. For additional message ideas, see The Biodiversity Project's website: www.biodiversityproject.org/messagekit.htm.

V. Case Studies

Upper Makefield Township

Upper Makefield Township is a prosperous community on the banks of the Delaware River in eastern Bucks County. It has long been a desirable place to live because of its historic country charm (including Washington's Crossing historic park) and proximity to Interstate 95 and Philadelphia. An old, narrow bridge connects the village of Washington's Crossing in Upper Makefield to a village of the same name in Hopewell Township, New Jersey. In 1997 Merrill Lynch began planning an office campus for 10,000 workers in Hopewell Township. The prospect of this influx brought concern about additional development pressure on an already growing community. The township had passed a \$6 million open space bond referendum in 1996, but it was clear that this money would be insufficient to reach the community's goals for open space preservation, especially in light of high and climbing real estate prices.

The township's Environmental Advisory Council (EAC) calculated the total remaining undeveloped, unprotected acreage in the township in parcels of 25 acres or more. The EAC then estimated what percent of this open space might realistically be protected through conservation easements or acquisition and arrived at a target number of acres for protection. This target number was multiplied by an estimated average price per acre (for easements and acquisition) to arrive at a total goal for the open space campaign of \$15 million. In public meetings and mailings, the referendum organizers presented a clear picture of the costs and benefits of the bond issue to members of the community. They were able to point to successful land acquisitions under the first bond issue as an example of the results that could be achieved with additional funds. Prior to the referendum campaign, the township had developed an open space plan that established mechanisms for administering the open space program and clearly set forth criteria for selecting parcels for protection. Through the planning process, the public had ample opportunity to comment on the plan and become educated on the rationale for protecting open space.

*"We cannot
solve the
problems we
have created
with the same
thinking that
created them."*

*Albert
Einstein*

*"The
purpose of
conservation:
The greatest
good to the
greatest
number of
people for the
longest time."
Gifford
Pinchot, U.S.
Forest Service*

In 2000, the measure faced political opposition from a no-new-taxes advocate, but the voters found arguments in favor of the referendum more compelling. Of those who voted on that issue, 68 percent voted to approve the \$15 million debt referendum. To date, voters approved two referenda for \$21 million and the township has taken out a series of bank loans for a total of \$16.5 million. That money was leveraged with county and state grants for open space and farmland preservation.

Amity Township

In May 2002, Amity Township in Berks County held a referendum on a proposed open space tax measure. The measure was to have increased the earned income tax by 0.25%. The township's supervisors supported the measure, and two public meetings were held to explain the benefits of open space preservation. Shortly before the election, however, an organization, allegedly backed by a home builders association and calling itself "Taxpayers Against the Referendum," initiated a mail and phone campaign against the referendum. The township had begun the campaign only a few weeks earlier, leaving relatively little time to educate the voters, get feedback from the community, or counter the opposition campaign.

Taxpayers Against the Referendum argued that the measure should be rejected because the township had not yet established specific criteria for selecting properties, and because the tax would presumably go on indefinitely even if there were no open space left to acquire. The organization also intimated that the earned income tax proposal would somehow raise property taxes for senior citizens and weaken public services. While these assertions were not backed with solid evidence, they were apparently sufficient to raise the concerns of many township residents. Voters came out in unusually large numbers on election day, in spite of the fact that it was a primary election and many of the candidates were running unopposed. The open space tax was rejected by a margin of two to one.

Springfield Township

In 2000, Springfield Township, a semi-rural township in upper Bucks County, attempted to pass a \$3 million open space bond and 0.25% earned income tax (EIT) simultaneously. Proponents of the measure felt that 0.25% was the most that township residents would accept, and they calculated that the stream of revenue from such an increase would likely support about \$3 million in debt. The township had little outstanding debt and could have undertaken a bond of this size without voter approval, but referendum organizers saw an opportunity to secure explicit public support for new debt and to preserve the township's borrowing capacity for other projects.

The measures quickly became entwined in the race then under way for township supervisor. Adding to the controversy, the bond measure became associated with rumored plans to acquire a former garbage dump, a longtime environmental problem in the township, and convert it into a golf course. Despite the controversy, opinion in the community still ran in favor of preserving open space. This sentiment was strong enough to pass the EIT, but the bond measure failed. Since the township was not close to its debt limit, it still may borrow to acquire open space if the supervisors see fit. The EIT increase is expected to bring in over \$230,000 per year. To date, the township has preserved several properties by using these revenues to leverage county matching grants.

The Job Well Done

The protection of important land resources in a community is not a small or easy task. But the preservation of important lands helps establish a desired quality of life, not only for current residents and businesses, but also for those in the coming years. Land preservation is an investment, not an extravagant expense.

As described in this report, a land protection program should incorporate a number of fundamental principles:

- The method of financing must be adequate to achieve the community's land preservation goals and should be chosen to have minimal financial impact on the members of the community.
- The provisions of Pennsylvania statutes, which authorize municipalities to raise tax dollars for open space and farmland preservation, must be met.
- A successful referendum campaign is one that provides the public with all the information needed to understand what lands would be preserved, how the money would be raised, and how the tax is likely to impact the average household. A well structured campaign includes sufficient lead time to clearly get these messages into public discussion.
- Those involved in a well designed campaign learn from the mistakes and successes that other municipalities have experienced, but they tailor the campaign to the temperament and capabilities of their own community.

The campaign must be defensible in response to those who would challenge the preservation efforts. As in any investment program, land preservation must be undertaken properly to ensure it is entered into wisely and, as best as possible, protected from potential loss or degradation.

Preserved land is a long-term investment. Balance can be achieved between new development and valued community resources. As in any task worth doing, it is worth doing properly. It's only the community's future and quality of life that will be affected.



The Job Well Done

Appendix A

Local Open Space Finance Measures

Note: For more information about a specific measure, contact the government officials in that county or municipality.

Municipal Bonds and Other Appropriations for Open Space Programs		
Municipal Level (County)	Amount Raised	Year Approved
Bedminster Township, Bucks	\$2.5 million	1997
	2.5 million	2002
Buckingham Township, Bucks	4.0 million	1995
	9.5 million	1999
Centre Township, Berks	0.5 million	2002
Charlestown Township, Chester	2.1 million	2000
Doylestown Township, Bucks	3.75 million	1991
Lower Gwynedd Township, Montgomery	2.0 million	1994
Lower Makefield Township, Bucks	7.5 million	1998
	7.5 million	1998
Lower Merion Township, Montgomery	1.885 million	1994
Lower Providence Township, Montgomery	3.1 million	1994
Middletown Township, Bucks	0.325 million	1998
Middletown Township, Delaware	5.4 million	1987
New Britain Township, Bucks	2.5 million	1996
Nether Providence Township, Delaware	2.8 million	1996
Newtown Township, Bucks	1.1 million	1998
	1.65 million	1998
Northampton Township, Bucks	5.0 million	1998
Patton Township, Centre	2.5 million	2001
Plumstead Township, Bucks	4.0 million	1996
	6.0 million	2001
Radnor Township, Delaware	10.0 million	1996
Richland Township, Bucks ¹	4.0 million	2002
Solebury Township, Bucks	4.0 million	1996
	10.0 million	1999
	12.0 million	2002
Tredyffrin Township, Chester	8.0 million	1996
Upper Makefield Township, Bucks	6.0 million	1996
	15.0 million	2000
Upper Providence Township, Delaware	6.0 million	2003
Upper Southampton Township, Bucks	2.0 million	2002
Warrington Township, Bucks	2.1 million	1995
Warwick Township, Bucks	1.5 million	2000
Whitpain Township, Montgomery	10.0 million	1999
Wrightstown Township, Bucks ¹	1.5 million	1995
	1.5 million	2002
Total Municipal Dollar Appropriations:	\$171.71 million	

¹Bond in conjunction with another tax measure

Earned Income, Real Estate, or Realty Transfer Taxes		
East Bradford Township, Chester	0.125 percent earned income tax	1998
	0.125 percent earned income tax	2000
East Brandywine Township, Chester	0.125 percent earned income tax	2002
East Marlborough Township, Chester	0.2 mills real estate tax estimated to produce \$95,000 per year	1999
East Nantmeal Township, Chester	0.25 percent earned income tax	2003
East Rockhill Township, Bucks	0.125 percent earned income tax estimated to produce \$80,000 per year	1999
East Vincent Township, Chester	0.1325 percent earned income tax estimated to produce \$180,000 per year	2002
Franconia Township, Montgomery	0.25 percent earned income tax estimated to produce \$425,000 per year	2001
Franklin Township, Chester	0.5 mill real estate tax estimated to produce \$125,000 per year	2002
Halfmoon Township, Centre	2 mills real estate tax estimated to produce \$100,000 per year	1999
Hilltown Township, Bucks	0.25 percent earned income tax estimated to produce \$640,000 per year	2000
London Britain Township, Chester	\$20 per \$100,000 real estate tax estimated to produce \$35,000 per year	2000
Milford Township, Bucks	2 mill real estate tax estimated to produce \$43,000 per year	1997
New Britain Township, Bucks	0.125 percent earned income tax estimated to produce \$345,000 per year	2000
North Coventry, Chester	0.25 percent earned income tax estimated to produce \$300,00 per year	2002
Radnor Township, Delaware	0.25 percent realty transfer tax estimated to produce \$335,000 per year	1995
Richland Township, Bucks ¹	0.1 percent earned income tax	2002
Skippack Township, Montgomery	0.25 percent earned income tax estimated to produce \$310,000 per year	2001
Springfield Township, Bucks	0.25 percent earned income tax estimated to produce \$232,500 per year	2000
Stroud Township, Monroe	0.25 percent earned income tax estimated to produce \$600,000 per year	2001
Tinicum Township, Bucks	0.25 percent earned income tax and a 2 mill real estate tax	2002
Warwick Township, Chester	0.25 percent earned income tax estimated to produce \$80,000 per year	2003
West Rockhill Township, Bucks	0.125 percent earned income tax estimated to produce \$130,000 per year	2000
West Vincent Township, Chester	0.49 mill real estate tax estimated to produce \$145,000 per year	2002
Willistown Township, Chester	0.125 percent earned income tax	1999
Wrightstown Township, Bucks ¹	0.15 percent earned income tax	2002
County Bonds	Amount Raised	Year Approved
Berks County	\$ 30.0 million	1999
Bucks County	3.5 million	1994
	59.0 million	1996
Chester County	50.0 million	1997
	75.0 million	1999
Lehigh County	30.0 million	2002
Monroe County	25.0 million	1998
Montgomery County	100.0 million	1993
Northampton County	10.0 million	2000
	37.0 million	2002
Schuylkill County	0.65 million	2000
Total County Dollar Appropriations:	\$420.15 million	

Appendix B: A Primer on Municipal Debt

Characteristics of Municipal Borrowing

General Obligation Debt. Debt issued for open space acquisition is almost always general obligation (GO) debt. GO debt is essentially debt taken out by a government against the taxable value of its property. This debt is secured by the jurisdiction's full faith and credit and taxing power to make timely payments. GO debt requires either voter approval or legislative approval, or sometimes both. Interest charges also add to the price of the project, and debt ceilings limit the amount of bonds a community can issue. There is generally stiff competition for GO debt among many local programs in need of financing.

Tax-Exempt Interest. Investors who buy obligations of local governments accept lower interest rates because the interest they receive is exempt from federal and state income taxes. The federal government strictly regulates the use by local government of tax-exempt obligations, which include bonds, notes, leases, and installment-purchase agreements. In order for the interest on municipal obligations to qualify for tax exemption, the following criteria must be met:

- **Use of proceeds.** Tax-exempt obligations generally must benefit public (rather than private) purposes. For example, a local government can sell bonds to buy land from a property owner for a park, but that park cannot then be leased to a private corporation or other entity for its exclusive use.
- **Timing of use.** Proceeds from the issuance of tax-exempt obligations generally must be spent within three years of borrowing. Money not spent within this time must be used to redeem outstanding obligations or invested at a yield no greater than that on the tax-exempt obligations.
- **Arbitrage rebate.** Earnings generated by borrowing at low tax-exempt interest rates and investing at higher taxable rates are called arbitrage. Unless proceeds of tax-exempt obligations issued for open space preservation are spent for land acquisition within 18 months of borrowing, a local government that borrows more than \$5 million of new money annually must rebate to the Internal Revenue Service all arbitrage earnings on such proceeds.

Term and Repayment of Borrowing

When a local government borrows money, it obligates itself to repay that money pursuant to a schedule of principal and interest due over a period of years. Most debt amortization schedules resemble payments on home mortgages, with level payments that are comprised in the early years mostly of interest and in later years mostly of principal. Payments on bond issues are semi-annual, and payments on bank loans can be monthly, quarterly, or semi-annual.

Obligations that are amortized over longer periods carry higher interest rates than those maturing over shorter periods. Despite higher rates for longer-term debt, spreading payments over more years lowers the annual payment required to amortize that debt. It is usually most economical for municipalities to schedule payments over the shortest period within which they can afford to budget annual payments, although some choose to extend the repayment period in order to further spread the cost out over time. Most tax-exempt obligations have amortization periods in the 15 to 25-year range.

Obligations that mature in a relatively short time frame (generally two to five years) are referred to as notes. Notes are often structured to provide that all principal comes due in a lump sum at maturity, rather than in installments as part of an amortization schedule. Municipalities generally issue short-term obligations when they expect to be able to retire the debt in a short time frame. In many cases, instead of paying off the debt at the end of the term with revenues, the municipality refinances it with the proceeds of a second, longer-term obligation. A municipality might use this strategy if interest rates are currently high, but are expected to fall in the future.

Short-term obligations generally have the advantages of lower issuance costs, lower interest rates, and more favorable terms in cases where the borrower decides to pay off the debt before maturity. Short-term obligations are not always appropriate, however. If a municipality intends to pay off the debt over a longer period, the cost of refinancing a series of short-term obligations may be greater than the cost of a single, long-term obligation.

Players in the Process of Borrowing

When local governments borrow for any capital purpose the process is a highly choreographed effort involving numerous players. The persons who will act as catalysts for local government financing of open space need to know the players and their roles in order to influence the course of events.

Bond counsel. A local government's legal staff or local attorney typically does not have the expertise to prepare the legal documentation for a borrowing or to provide an opinion as to its legality or tax-exempt status. Therefore, local government officials frequently rely upon the advice of specialized attorneys with expertise in the laws and regulations affecting tax-exempt obligations. Investors will buy tax-exempt obligations only if they receive an opinion from a reputable bond counsel that the obligations are legal, valid, and binding and that the interest paid on them is exempt from state and federal income taxes.

Underwriter. An underwriter is typically an investment banking firm that agrees by contract to purchase an entire issue of bonds or notes that a local government seeks to market at a set price and fixed interest rate, regardless of whether the firm is able to resell those obligations to investors. The underwriter then sells the local government's obligations to individual and institutional investors, often through the firm's network of brokers. In a negotiated sale, the underwriter has been given the exclusive right by the local government to negotiate the terms of the offering and, if negotiated successfully, to sell the offering to investors. In a competitive sale, the local government unit takes bids on the offering from competing underwriters.

Financial advisor. In the same way that bond counsel provides specialized expertise regarding bond law, many local governments use a firm or an individual to provide financial expertise regarding the debt markets and the structuring of the transaction. For municipalities pursuing a bond issue, the underwriting firm may also provide this service to issuers in the absence of a financial advisor. However, local government officials may feel that the advice of underwriters is biased because an underwriter's first priority is to sell bonds to its customers. Over the last ten years, municipalities across the country have increasingly turned to independent financial advisory firms whose only business is assisting local governments with capital financing. Such firms offer bond market expertise without the conflict of interest that may characterize advice from underwriters.

Regional finance authorities. Municipalities may be able to save on financing costs by turning to a regional finance authority, such as the Delaware Valley Regional Finance

*"Buy land.
They ain't
making any
more of it."*

*Attributed to
Will Rogers*

*"In the end,
we will
conserve only
what we love.
We will love
only what we
understand.
We will
understand
only what we
are taught."*

Baba Dioum

Authority (created by Bucks, Delaware, Montgomery, and Chester Counties). The finance authority borrows funds in large amounts and re-lends the proceeds to municipalities in smaller amounts. In this way the finance authority is often able to offer municipalities a better interest rate than they could find on their own.

State oversight agencies. In Pennsylvania, the Department of Community and Economic Development (DCED) must approve new debt issued by local governments. The review process, which takes 20 days, assures that the borrowing is in compliance with the law.

Rating agencies. Three firms based in New York – Moody's Investors Service, Standard & Poor's Corporation, and Fitch Ratings – rate obligations of local governmental units. Investors rely on these ratings as an indication of the quality of the issuer and the borrowing. Some municipalities obtain ratings from just one of the firms, some two, and a few obtain ratings from all three. Utilizing professional experience along with public rating agency criteria, a financial advisor can assist a local government in obtaining a rating or ratings for its issue.

The rating agencies are increasingly sensitive to quality-of-life issues when reviewing municipal credits. The rating of Howard County, Maryland was upgraded to "AAA" (the highest possible rating) in part, according to Fitch Ratings, because the county's farmland preservation program minimized the need for other capital financing, such as roads and sewers, and made the county a more desirable place to live.

Municipal Bond Insurers. Most issuers with "A" ratings or lower, and some "AA" rated issuers, choose to purchase municipal bond insurance. Insuring a bond can raise its rating to "AAA." The issuer's financial advisor can usually demonstrate that the one-time insurance premium is more than offset by the reduction in interest rates resulting from the improved rating. If this savings cannot be demonstrated, then insurance is not utilized.

Investors. Over \$250 billion of tax-exempt obligations are sold throughout the United States by state and local governments and their agencies each year. Securities markets of this size attract numerous investors. Investors in local governmental obligations are generally motivated by the need for federal, and possibly state, tax-exempt income.

The Bond Sale Process

The process of borrowing begins with the local government making preliminary decisions regarding the terms of the issue. Such decisions involve identifying specific uses for proceeds, determining when to sell securities based on needs and market conditions, evaluating whether a competitive or negotiated sale will result in the lowest overall costs, and establishing the structure (term, principal amortization, optional redemption provisions and interest payment dates) of the issue. A borrower's financial advisor typically assists in evaluating such alternatives and makes recommendations.

After terms have been established, documentation proceeds. In addition to legal documents drafted by bond counsel, the issuer or its financial advisor prepares an official statement that discloses all information that an investor needs to know about the issue and the borrower. After initial review, drafts of such material are submitted to the rating agency or agencies chosen to rate the bonds. The rating process may involve meeting with agency analysts, either on-site or in New York City, to make the case in person for the highest possible rating.

When ratings have been promised or are in hand, a preliminary official statement is distributed to potential investors in the securities. Depending on the method of sale, investor interest is then solicited either by the underwriting firm that is negotiating the sale with the issuer or by potential underwriters who intend to bid on the securities competitively. Interest

rates are then established based on investor interest and market conditions, the issuing government enacts an ordinance to issue the debt, documentation is completed, and the securities are exchanged at the closing for the underwriters' cash.

The financing schedule can be as compressed or attenuated as the issuer requires and applicable law permits. Once an issuer has made the decision to proceed with a borrowing and drafts of documents are available, the process can often be completed in six weeks. However, problems that occasionally arise – with ratings, with the market, with the local government – can extend the process considerably beyond a six-week period.

Alternative Financing Techniques

Lease/Purchase Contracts

Lease/purchase contracts can be used when a decision has been made to buy a property, but up-front funds are unavailable. Under such an arrangement, acquisition can be paid for in periodic payments, or installments, that include principal, interest, and associated costs. The contract can grant possession or use of the property before it is officially acquired. These contracts do not necessarily bind a government to a purchase; often, this is not legally feasible. Most governments can, however, enter into a conditional agreement to pay principal and interest subject to annual appropriation.

In general, the economic effect of a lease/purchase is similar to that of a bond, but the arrangement is structured so that it does not violate any constitutional limitations on borrowing or affect the debt ceiling. One drawback is that the more complicated a transaction is, the higher the transaction costs, unless these are offset in other ways. And, although some landowners will prefer delayed taxation, others may not be willing to wait for their money over a period of years.

Installment Purchase Agreements

Installment Purchase Agreements (IPAs) provide another mechanism for financing open space purchases. With an IPA, the government puts the purchase price into a tax-free annuity instead of giving the money directly to the landowner. The landowner receives tax-free interest from the annuity for a fixed number of years (usually 20 or 30), and then at the end of the period the full amount of the principal is transferred to the owner. In this way the landowner postpones the taxation of the principal amount, and in the interim, receives tax-free payments semi-annually. The municipality purchases bonds (usually Treasury bonds) to cover the payments.



Sample Township Fiscal Impact Calculations¹

Summary of Financing Options – Fixed Rate Bond Issue

	Amortization		
Amount Issued	20 Years	25 Years	30 Years
\$1 Million			
Annual Debt Service	\$77,159	\$69,357	\$64,192
Total Interest	\$543,173	\$733,935	\$925,761
Annual Millage Impact ²	0.2385	0.2144	0.1984
\$2 Million			
Annual Debt Service	\$154,317	\$138,715	\$128,384
Total Interest	\$1,086,345	\$1,467,870	\$1,851,522
Annual Millage Impact ²	0.4770	0.4288	0.3968
\$3 Million			
Annual Debt Service	\$231,476	\$208,072	\$192,576
Total Interest	\$1,629,518	\$2,201,805	\$2,777,283
Annual Millage Impact ²	0.7155	0.6431	0.5953
\$5 Million			
Annual Debt Service	\$385,793	\$346,787	\$320,960
Total Interest	\$2,715,863	\$3,669,675	\$4,628,805
Annual Millage Impact ²	1.1925	1.0719	0.9921

Summary of Financing Options – Regional Finance Authority

	Amortization		
Amount Issued	20 Years	25 Years	30 Years
\$1 Million			
Annual Debt Service	\$70,970	\$61,355	\$55,089
Total Interest	\$419,400	\$533,880	\$652,680
Annual Millage Impact ²	0.2194	0.1896	0.1703
\$2 Million			
Annual Debt Service	\$141,940	\$122,710	\$110,179
Total Interest	\$838,800	\$1,067,760	\$1,305,360
Annual Millage Impact ²	0.4387	0.3793	0.3406
\$3 Million			
Annual Debt Service	\$212,910	\$184,066	\$165,268
Total Interest	\$1,258,200	\$1,601,640	\$1,958,040
Annual Millage Impact ²	0.6581	0.5689	0.5108
\$5 Million			
Annual Debt Service	\$354,850	\$306,776	\$275,447
Total Interest	\$2,097,000	\$2,669,400	\$3,263,400
Annual Millage Impact ²	1.0968	0.9482	0.8514

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¹This sample table is one element of a larger analysis which compares different financing scenarios. For additional information, please contact Heritage Conservancy (215-345-7020) or Penn Capital Advisors (610-647-5487).

²Assumes one mill of real estate tax realizes \$323,521.

Millage Impact – Fixed Rate Bond Issue

		Amortization		
Amount Issued		20 Years	25 Years	30 Years
\$1 Million				
Millage Impact		0.2385	0.2144	0.1984
Smith Property	\$150,000	\$35.77	\$32.16	\$29.76
Jones Property	\$325,000	\$77.51	\$69.67	\$64.49
\$2 Million				
Millage Impact		0.4770	0.4288	0.3968
Smith Property	\$150,000	\$71.55	\$64.31	\$59.53
Jones Property	\$325,000	\$155.02	\$139.35	\$128.97
\$3 Million				
Millage Impact		0.9540	0.8575	0.7937
Smith Property	\$150,000	\$143.10	\$128.63	\$119.05
Jones Property	\$325,000	\$310.05	\$278.70	\$257.94
\$5 Million				
Millage Impact		1.1925	1.0719	0.9921
Smith Property	\$150,000	\$178.87	\$160.79	\$148.81
Jones Property	\$325,000	\$387.56	\$348.37	\$322.43

(1) Assumes one mill of real estate tax realizes \$323,521.

Summary of Financing Options – Regional Finance Authority

		Amortization		
Amount Issued		20 Years	25 Years	30 Years
\$1 Million				
Millage Impact		0.2194	0.1896	0.1703
Smith Property	\$150,000	\$32.91	\$28.45	\$25.54
Jones Property	\$325,000	\$71.29	\$61.64	\$55.34
\$2 Million				
Millage Impact		0.4387	0.3793	0.3406
Smith Property	\$150,000	\$65.81	\$56.89	\$51.08
Jones Property	\$325,000	\$142.59	\$123.27	\$110.68
\$3 Million				
Millage Impact		0.8775	0.7586	0.6811
Smith Property	\$150,000	\$131.62	\$113.79	\$102.17
Jones Property	\$325,000	\$285.18	\$246.54	\$221.36
\$5 Million				
Millage Impact		1.0968	0.9482	0.8514
Smith Property	\$150,000	\$164.53	\$142.24	\$127.71
Jones Property	\$325,000	\$356.47	\$308.18	\$276.71

(1) Assumes one mill of real estate tax realizes \$323,521.

Appendix C

Wording of the ballot question can be written in either legalize, as shown on this page, or to be user friendly, as shown on page 25.

Sample Ordinances – Ballot Question for Debt

RESOLUTION NO. _____

A RESOLUTION OF THE TOWNSHIP OF _____, _____ COUNTY, PENNSYLVANIA, SIGNIFYING _____ TOWNSHIP'S DETERMINATION TO INCUR ELECTORAL DEBT; CALLING AN ELECTION FOR THE PURPOSE OF OBTAINING THE VOTERS' ASSENT; AND APPROVING THE CONTENT AND SUBSTANTIAL FORM OF A NOTICE OF ELECTION

WHEREAS, _____ Township, _____ County, Pennsylvania desires to preserve open space and agricultural land in _____ Township for the benefit of the residents of _____ Township; and

WHEREAS, in furtherance thereof, _____ Township desires to incur electoral debt in the amount of _____ Dollars (\$ _____) for the purpose of acquiring open space; for the purpose of acquiring agricultural conservation easements; for the purpose of acquiring development rights and for the purpose of acquiring land for recreation; and

WHEREAS, _____ Township desires to call an election to obtain the voters' assent for incurring such debt; and

WHEREAS, _____ Township desires to approve the content and substantial form of a notice of election; and

WHEREAS, _____ Township is authorized to incur electoral debt by the Act of July 12, 1972, P.L. 781, as amended, 53 P.S. Section 6780-101, et seq., and adopts this "desire resolution" pursuant to 53 P.S. Section 6780-101;

NOW, THEREFORE, be it, and it is hereby RESOLVED by the Board of Supervisors of _____ Township as follows:

I. _____ Township hereby determines that it is advisable to make an increase in the debt of _____ Township with the assent of the electors, in the amount of _____ Dollars (\$ _____), to be used to acquire open space; to acquire agricultural conservation easements; to acquire development rights; and to acquire land for recreation for the benefit of the residents of _____ Township.

II. _____ Township hereby calls an election, to be held on _____, for the purpose of obtaining the assent of the electors to incur the debt set forth in Section I of this Resolution.

III. _____ Township hereby approves the following content and substantial form of notice of the election:

" _____ Township hereby calls an election for its registered electors to be held on Tuesday, _____, to obtain the approval of the electors for _____ Township to incur electoral debt, in the amount of _____ Dollars (\$ _____) for the purpose of acquiring development rights and for the purpose of acquiring land for recreation. The estimated cost of the project is _____ Dollars (\$ _____). The question to be submitted to the voters at the election shall be substantially in the following form:

"Shall debt be authorized to be incurred as debt approved by the electors, in the amount of _____ Dollars (\$ _____) for the purpose of financing the acquisition of open space; for the purpose of acquiring agricultural conservation easements; for the purpose of acquiring development rights; and for the purpose of acquiring land for recreation?"

YES

NO

IV. _____ Township hereby authorizes the appropriate Township officials and employees to take whatever steps are necessary to obtain the assent of the electors to incur the debt set forth in Section I hereof.

V. This Resolution shall be effective immediately upon its legal adoption.

RESOLVED this ____ day of _____, 200__.

ATTEST:

_____ TOWNSHIP BOARD OF SUPERVISORS

Ballot Question for Earned Income Tax

_____ TOWNSHIP ORDINANCE # _____

An Ordinance of the _____ Township Board of Supervisors providing for a question to be placed before the voters of _____ Township by a referendum at the general election of (date) asking whether the electors of _____ Township favor the imposition of an additional Earned Income Tax at the rate of ____% by _____ Township to be used for financing the acquisition of open space; for the purpose of acquiring forest and agricultural conservation easements; for the purpose of acquiring property development rights; and for the purpose of acquiring recreation or historical lands. The ballot question is authorized by Act 153 of 1996. The referendum shall read as follows:

“Do you favor the imposition of an additional Earned Income Tax at the rate of ____% by _____ Township to be used for financing the acquisition of open space; for the purpose of acquiring agricultural conservation easements and for the purpose of acquiring recreation or historic lands?”

YES or NO

Plain English Version:

The ballot question asks the voters of _____ Township whether the Township should impose an additional Earned Income Tax at the rate of ____% on an annual basis to purchase land or interests in land for preservation and conservation of open, undeveloped land in _____ Township. The Township would use the money to do one (1) or more of the following:

- 1. Acquire agricultural conservation easements.** The Township could purchase agricultural conservation easements, or participate in State or County land preservation programs that acquire agricultural conservation easements, an agricultural conservation easement allows the landowner to retain his/her land and use it for farming and other agricultural purposes.
- 2. Finance the acquisition of open space.** The Township could purchase undeveloped land from landowners in the Township in order to protect sensitive natural areas such as woodlands, stream valleys or other unique natural resources or habitats.
- 3. Finance the acquisition of recreation or historic land.** The Township could purchase undeveloped land from landowners in the Township for the purpose of developing additional recreational facilities for residents or for historic preservation purposes.
- 4. Acquire Property Development Rights.** Under this option, a. landowner would sell the development rights of a property to the Township. The landowner would retain the property, but the property could not be developed.

A vote of “YES” to the ballot question approves the imposition of an additional Earned Income Tax at the rate of ____% upon Township residents for the foregoing purposes.

ENACTED AND ORDAINED this ____ day of ____, 200__.

Sample Enabling Ordinance for Debt

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE INDEBTEDNESS OF _____ TOWNSHIP, _____ COUNTY, PENNSYLVANIA, BY THE ISSUE OF A GENERAL OBLIGATION NOTE IN THE AMOUNT OF \$ _____ FOR THE ACQUISITION OF OPEN SPACE; FIXING THE FORM, NUMBER, DATE, INTEREST AND MATURITY THEREOF; MAKING COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTE; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENTS; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THIS NOTE; AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF.

WHEREAS, on _____, the electors of _____ Township approved the incurrence, by _____ Township, _____ County, Pennsylvania, of \$ _____ in electoral debt for the purpose of financing the acquisition of open space; and

WHEREAS, _____ Township desires to incur \$ _____ in electoral debt in order to pursue the acquisition of open space; and

WHEREAS, the proposed increase of debt, together with its nonelectoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of _____ Township's debt incurring power, pursuant to constitutional and statutory authority, to be exceeded;

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Supervisors of _____ Township, _____ County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. That the aggregate principal amount of the Note of _____ Township proposed to be issued is \$ _____ same to be issued for the foregoing purposes and same to be incurred as electoral debt.

SECTION 2. The period of useful life of the improvements for which this obligation is to be issued is estimated to be in excess of ____ years.

SECTION 3. Said indebtedness shall be evidenced by one general obligation Note, in fully registered form, in the sum of \$ _____ dated and bearing interest from the earliest date of possible issue of said Note under the statutory time requirements as set forth in the Act of General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of 1978 Session, at the rate of interest of _____% [insert terms] until paid.

_____ Township reserves the right to anticipate any or all installments of principal or any payment of interest at any time prior to the respective payment dates thereof, without notice or penalty. The principal and interest of said Note shall be payable at the office of the sinking fund depository selected for the Note as hereinafter provided,

SECTION 4. The said Note is hereby declared to be a general obligation of _____ Township. _____ Township hereby covenants that it shall include the amount of debt service on the Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts to the payment of such debt service; and shall duly and punctually pay or cause to be paid the principal of the Note and the interest thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of _____ Township is hereby irrevocably pledged.

The amounts which _____ Township hereby covenants to pay in each of the following fiscal years on the basis of an interest rate of ____% per annum [insert terms] are as set forth on Exhibit "A" hereto.

SECTION 5. The form of said Note shall be substantially as is set forth on Exhibit "B" hereto.

SECTION 6. The said Note shall be executed in the name and under the corporate seal of _____ Township by the Chairman and Vice Chairman and attested to by the Secretary. The Treasurer is hereby authorized and directed to deliver said Note to the purchaser, and receive payment therefor on behalf of _____ Township. The Chairman and Secretary of _____ Township are authorized and directed to prepare, verify and file the debt statement required by Section 410 of Act 52 of 1978, and to take other necessary action, including, if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 7. [Name of institution] is hereby designated as the Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as "Sinking Fund 2002 General Obligation Note" for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Treasurer shall deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by _____ Township withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the obligation.

SECTION 8. The Chairman and Secretary of _____ Township are hereby authorized to contract with [Name of institution] for its services as Sinking Fund Depository for the Note and paying agent for the same.

SECTION 9. In compliance with Section 702 of Act 52 of 1978, the members of Board of Supervisors have determined that a private sale by negotiation rather than public sale is in the best interest of _____ Township. Therefore, the general obligation Note in the amount of \$_____, herein authorized to be issued and sold is hereby awarded and sold to [Underwriter] in accordance with its proposal to purchase the said Note at par; provided the said Note is dated the date of delivery thereof to [Underwriter] and is in the form set forth in Section 5 of this Ordinance; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act.

SECTION 10. The action of the proper officers and the advertising of a summary of this Ordinance as required by law in [newspaper where public notice was printed], a newspaper of general circulation, is ratified and confirmed. The advertisement in said paper of the enactment of the ordinance is hereby directed within fifteen (15) days following the day of final enactment.

SECTION 11. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED and ENACTED this ____ day of ____, 200__.

ATTEST:

_____ TOWNSHIP BOARD OF SUPERVISORS

Sample Enabling Ordinance for Earned Income Tax

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF _____ IMPOSING A TAX ON EARNED INCOME AND NET PROFITS RECEIVED OR EARNED BY RESIDENTS OF _____ TOWNSHIP AND BY NONRESIDENTS FOR WORK DONE OR SERVICES PERFORMED THEREIN, AT THE RATE OF ____% SPECIFICALLY FOR THE PURPOSE OF LAND PRESERVATION PURSUANT TO ACT 153 OF 1996, THE OPEN SPACE LANDS ACT

The Board of Supervisors of _____ Township hereby enact and ordain:

Section 1. Incorporation of Statutes. The provisions of the *Open Space Lands Act, Act 153 of 1996, 32 P.S. 5001 et. seq.*, as hereafter amended, supplemented, modified or reenacted by the General Assembly of Pennsylvania, are incorporated herein by reference thereto. Additionally, the provisions of *Section 6913 of the Local Tax Enabling Act, P.L. 1257, No. 511, December 31, 1965, 53 P.S. 6901-24 (1982)*, as hereafter amended, supplemented, modified or reenacted by the General Assembly of Pennsylvania, are incorporated herein by reference thereto; except to the extent that options are provided in said Section 6913, this ordinance designates the option selected, and except as and where hereinafter specifically provided otherwise.

Section 2. Imposition of Tax.

A. A tax for the purpose of retiring the indebtedness in purchasing interest in real property and for making additional acquisitions of real property for the purpose of securing open space pursuant to the *Open Space Lands Act, Act 153 of 1996, 32 P.S. 5001, et. seq.*, of ____% is hereby imposed on:

(1) salaries, wages, commissions and other compensation earned or paid on or after January 1, 200_ by residents of _____ Township; and on

(2) the net profits earned on or after January 1, 200_ of businesses, professions or other activities conducted by such residents.

B. Imposition of Tax on Nonresidents. A tax for the purpose of retiring the indebtedness in purchasing interest in real property and for making additional acquisitions of real property for the purpose of securing open space pursuant to the *Open Space Lands Act, Act 153 of 1996, 32 P.S. 5001, et. seq.*, of ____% is hereby imposed on:

(1) salaries, wages, commissions and other compensation earned or paid on or after January 1, 200_, to non-residents employed in _____ Township; and on

(2) net profits earned on or after January 1, 200_ of businesses, professions or other activities conducted in _____ Township by nonresidents.

C. The tax levied under subsections A(1) and B(1) of this Section shall relate to and be imposed upon salaries, wages, commissions and other compensation paid by an employer or on an employer's behalf to any person who is employed by or renders services to them. The tax levied under subsections A(2) and B(2) of this Section will relate to and be imposed on the net profits of any business, profession or enterprise carried on by any person as owner or proprietor, either individually or in an association with some other person or persons.

Section 3. Declarations, Returns and Payment of Tax.

A. Every taxpayer whose net profits are subject to the tax imposed by this ordinance shall file a declaration of their net profits for the current year and shall pay the tax due thereon in annual installment, all as provided in *Section 6913, III.A. (1) (i) of the Local Tax Enabling Act*, or estimated net profits for the current year and shall pay the tax due thereon in quarterly installments, all as provided in *Section 6913, III. A. (1) (ii) of the Local Tax Enabling Act*.

B. Every taxpayer whose earnings are subject to the tax imposed by this ordinance shall make and file final returns and pay the balance of the tax due, as provided in *Section 6913, III.B. of the Local Tax Enabling Act*.

C. Every taxpayer whose earnings are not subject to collection at the source, shall file quarterly returns and shall pay quarter-annually the amount of tax shown as due on such returns all as provided in *Section 6913, III.B. (2) of the Local Tax Enabling Act*.

D. The officer is hereby authorized to provide by regulation, subject to the approval of the _____ Township Board of Supervisors, that the return of an employer or employers, showing the amount of tax deducted by said employer or employers from the salaries, wages or commissions of any employee, and paid by him or them to the officer shall be accepted as the return required of any employee whose sole income, subject to the tax or taxes under this ordinance, is such salary, wages or commissions.

Section 4. Collection at Source. Every employer having an office, factory, workshop, branch, warehouse, or other place of business within _____ Township who employs one or more persons, other than domestic servants, for a salary, wage, commission or other compensation, shall register with the officer, deduct the tax imposed by this ordinance on the earned income of their employee or employees and shall make and file quarterly returns and final returns and pay quarterly to the officer the amount of taxes deducted, all as provided in *Section 6913, IV. of the Local Tax Enabling Act*.

Section 5. Administration. The earned income tax officer shall be the same person or corporation appointed by the Board of Supervisors of _____ Township to collect the existing general revenue earned income tax.

Section 6. Interest and Penalties for Late Payment. If for any reason the tax is not paid when due interest at the rate of six percent (6%) per annum on the amount of said tax, and an additional penalty of one-half of one percent (1/2%) of the amount of the unpaid tax for each month or fraction thereof in which the tax remains unpaid, shall be added and collected. Where suit is brought for recovery of any such tax, the person liable therefore shall, in addition, be liable for the costs of collection and the interest and penalties herein imposed.

Section 7. Penalties for Violations.

A. Any person who fails, neglects or refuses to make any declaration or return required by this ordinance, any employer who fails, neglects or refuses to register or to pay the tax deducted from his employees, or fails, neglects, or refuses to deduct or withhold the tax from his employees, any person who refuses to permit the officer or any agent designated by him to examine his books, records, and papers and any person who knowingly makes any incomplete, false or fraudulent return, or attempts to do anything whatsoever to avoid the full disclosure of the amount of their net profits or earned income in order to avoid the payment of the whole or any part of the tax imposed by this ordinance, shall upon conviction therefore before any district justice, or court of competent jurisdiction, be sentenced to pay a fine of not more than five hundred dollars (\$500.00) for each offense, and costs, and in default of payment, to be imprisoned for a period not exceeding thirty (30) days.

B. Any person who divulges any information, which is confidential under the provisions of this ordinance, shall, upon conviction therefore, before any district justice or court of competent jurisdiction, be sentenced to pay a fine of not more than five hundred dollars (\$500.00) for each offense, and costs, and in default of payment, to be imprisoned for a period not exceeding thirty (30) days.

C. The penalties imposed under this section shall be in addition to any other penalty imposed by any other section of this or any other ordinance.

D. The failure of any person to receive or procure funds required for making the declaration or returns required by this ordinance shall not excuse him or her from making such declaration or return.

Section 8. Repealer/Interpretation. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed, except that this Ordinance shall be construed as a supplement to the existing Ordinance ____ of _____ Township proposing an additional Earned Income Tax for open space purposes.

Section 9. Severability. If any sentence, clause, section or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any other remaining provisions, sentences, clauses, sections, or parts of this ordinance. It is hereby declared as the intent of the Board of Supervisors of _____ Township that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

Section 10. Effective Date. This ordinance shall become effective January 1, 200__, and it shall continue on a calendar year basis, thereafter, without annual reenactment.

ENACTED AND ORDAINED this ____ day of _____, 200__, by the Board of Supervisors of the Township of _____.

_____ TOWNSHIP BOARD OF SUPERVISORS

Appendix D

Suggested Campaign Calendar

Calendar for Open Space Funding Ballot Measure*

MONTH	Before beginning	6	5	4	3	2	1	0	+1
OPEN SPACE PLAN	Adopt Open Space Plan with property selection criteria, acquisition process								
COMMITTEE		Establish leadership, recruit volunteers, legal advice on election laws	Identify consultants, engage community leaders		Arrange public meetings		Public meetings, organize Get Out the Vote, volunteers outside polling places		Thank supporters, promote implementation
RESEARCH		Research debt and tax options, election history	Research feasibility, spending tolerance						
FUNDRAISING		Identify funding sources, plan events	Fundraising events and appeals						
MEASURE DEVELOPMENT	Introduce concept to township officials		Propose amount, purposes, ballot title	Introduce specifics to township officials, finalize with solicitor	Supervisors adopt question, file with County Board of Elections (13 Tuesdays in advance for tax measure, 45 days for debt)				Supervisors adopt tax and/or debt measures
FREE MEDIA		Identify local media and develop contacts with reporters and editors, draft press releases	Generate articles and promote coverage, particularly in the weeks leading up to the election						
LITERATURE/DIRECT MAIL		Identify type of publications desired (flyers, postcards, lawn signs, etc.) research publishing costs, schedules	Draft text, gather photos and graphics, do layout, and submit to printer	Introductory mailing to voters and/or announcement of public meeting schedule				Mail reminders, distribute lawn signs and posters	

*Based on the experience of a number of townships, the suggested time to prepare a successful ballot initiative is six months to a year. This timeline shows a minimum six month campaign.

Adapted and reprinted with permission of the Trust for Public Land.

Appendix E

Sample Campaign Flyer

PROTECT OUR LAND AND PRESERVE THE UPPER MAKEFIELD WE LOVE



VOTE YES! NOVEMBER 7 FOR OPEN SPACE

Published by the Upper Makefield Environmental Advisory Council and Heritage Conservancy

On election day, November 7, 2000, Upper Makefield Township citizens will be asked to vote on an Open Space Preservation Referendum authorizing the Board of Supervisors to borrow up to \$15 million to help protect the township's quickly disappearing rural areas.

A RACE AGAINST TIME

We are running out of time to save our disappearing countryside. Although we've made a good start in protecting our community's irreplaceable lands, following the guidance of the township's Open Space Plan, many more acres of beautiful farmland, woods and stream valleys remain under severe development pressure.



WHY DO WE NEED \$15 MILLION MORE NOW?

Funds generated by our first, overwhelmingly popular open space referendum in 1996 have preserved 610 acres from certain development, with protection of another 331 acres currently being finalized. But that \$6 million bond issue is now completely allocated to current projects.

We must act now, or soon we will find ourselves with no more open land left to preserve in Upper Makefield.

SAVING LAND SAVES TAXES

The Board of Supervisors is now asking voters to support up to \$15 million more for land preservation. This substantial fund will allow us to compete with developers and to purchase development rights from willing landowners before our unique lands succumb to urban sprawl. The money will be borrowed in increments over twenty years, costing the average Upper Makefield household roughly \$512 per year over the life of the bond.

This is equivalent to lunch at McDonalds twice a week over this time period!!

After the life of a bond, the tax obligation stops.



Now compare: If the land the \$15 million would otherwise have preserved were gobbled up by development, the average Upper Makefield household's tax bill would also rise (to pay for additional fire, police, school, and other public services required by the new residents). Moreover, this increased tax burden would grow over time and remain with us permanently.

It is cheaper to buy land or development rights now than to let the land be used for new houses. This is because new developments cost more in public services than they pay in taxes.

Reprinted with permission of Upper Makefield Township.

"A true conservationist is a man who knows that the world is not given by his fathers but borrowed from his children."

*John James
Audubon*



Example with school taxes only:

Annual cost to Council Rock School District taxpayers to educate one pupil is \$9,993.*

School taxes paid by the average household in Council Rock School District is \$3,381.**

Thus, there is a cost deficit of \$6,612 per student, per year, which is borne by all taxpayers.

* Year 2000 figures

** Local taxes (earned income, occupation, per capita, and real estate, but not including transfer tax)

If preserved and soon-to-be-preserved township properties had been developed to allow even a very conservative 0.3 houses per acre, assuming one student per house the cost deficit to be paid by school district taxpayers would be \$1,983,600 per year.

HOW WILL THE OPEN SPACE BOND BENEFIT ME?

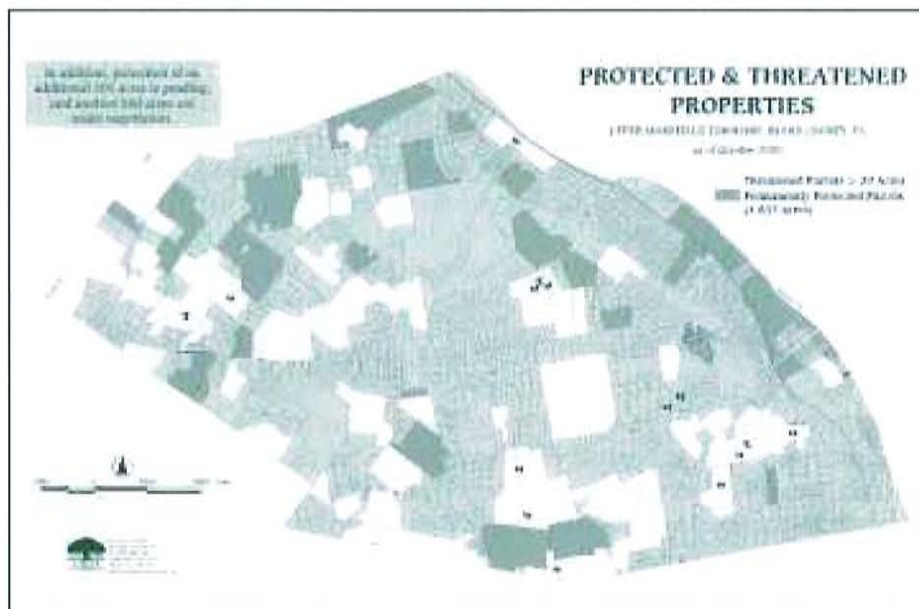
- Maintain the rural feel and historic character of our community
- Keep our township and school district taxes lower over the long term
- Increase property values in the township
- Reduce traffic on our roads
- Ensure that farming continues in the township
- Protect our delicate groundwater supply

"Make no mistake about it: We are in a race against time to save our vanishing open space."

— Jeffrey Marshall, Heritage Conservancy

"If we had stood by and watched those hundreds of acres fall to development, it would have meant more traffic, environmental degradation, more lost farms, and a lesser quality of life for township residents."

— Betsy Falconi, Chair, Upper Makefield Township Board of Supervisors



Thanks to the Jeff Baumann and Elaine Crooks of the Solebury Land Preservation Committee for allowing us to excerpt portions of their Fact Sheet.

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Upper Makefield Township
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Amity Township

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General Counsel President, Penn Capital Advisors
Michael Frank
Director, Community Planning
Heritage Conservancy

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This guide is for general information only and is not intended to provide legal or tax advice. Laws may be amended or court rulings made that could affect the information provided in this guide. Heritage Conservancy and the funders assume no responsibility for errors and omissions or any liability for damages resulting from use of this material.

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Find DCNR publications at: www.dcnr.state.pa.us/pubsgrantsrivtech.htm#General%20Overview

Heritage Conservancy, founded in 1958, is a nonprofit organization dedicated to preserving our natural and historic heritage. Since its inception, Heritage Conservancy has protected thousands of acres of natural lands and has preserved numerous historic structures. Heritage Conservancy employs innovative conservation strategies and cutting-edge technology in order to make sound, responsible resource protection decisions for the people, the land, and the communities of our region.

The Trust for Public Land (TPL) is a national nonprofit land conservation organization that conserves land for people to enjoy as parks, gardens, and other natural places, ensuring livable communities for generations to come. Since its founding in 1972, TPL has helped protect more than 1.6 million acres of land in 45 states. The Trust for Public Land depends on the support and generosity of individuals, foundations, and businesses to achieve our land for people mission.

"It is our task in our time and in our generation, to hand down undiminished to those who come after us, as was handed down to us by those who went before, the natural wealth and beauty which is ours."

John F. Kennedy



85 Old Dublin Pike
Doylestown, PA 18901
(215) 345-7020
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www.heritageconservancy.org
email: hconserv@heritageconservancy.org



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(973) 292-1100
Fax (973) 292-6272
www.tpl.org
email: terrence.nolan@tpl.org



Department of Conservation and Natural Resources
Bureau of Recreation and Conservation
Rachel Carson State Office Building
P. O. Box 8475
Harrisburg, PA 17105-8475
(717) 783-4734 • Fax (717) 772-4363
www.dcnr.state.pa.us



BID OPENING
JULY 11, 2025, 10:00 AM
SOLAR PROJECT – MUNICIPAL COMPLEX

<u>BIDDER</u>	<u>OPTION 1</u>	<u>OPTION 2</u>
1. TERRA SOL Chadds Ford, PA	\$989,017	Not Offered
2. Spotts Bros Schuylkill Haven, PA	\$629,125	Provided
3. Solar States ¹ Philadelphia, PA	\$1,040,262	Provided
4. INKIO Led Lighting Indianapolis, IN	\$1,000,600	Not Offered
5. Exact Solar Newtown, PA	\$682,223.26	Not Offered
6. Bright Eye Solar ² Lancaster, PA	\$693,504	Provided

¹ Alt. price/design offered = \$823,062

² Not properly marked, received late as a result

RESOLUTION NO. 1672

BE IT RESOLVED, by authority of the Board of Commissioners of the Township of Springfield, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of said Municipality be authorized and directed to sign the Winter Maintenance Services Agreement on its behalf.

ATTEST:

Springfield Township

(Signature) Secretary

By: _____
(Signature) President

I, A. Michael Taylor, Secretary of the Board of Commissioners of Springfield Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 13th day of August, 2025.

Date: 8/13/2025

(Signature) Secretary

NOTE: Signature on the Agreement must conform with the signature on this Resolution.

DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900040640
FEDERAL I.D. NO.: 23-6001928
SAP VENDOR NO.: 138887

Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Springfield Township, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Description of Work.

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.
2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.
3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.
4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. Winter Emergency. If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

c. **Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. **Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. **Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Highway Maintenance Manager

Address: 7000 Geerdes Boulevard
King of Prussia, PA 19406

Fax Number:

Email Address: stelantz@pa.gov

If to the Service Provider:

Name or Title: Township Manager

Address: 1510 Paper Mill Road
Wyndmoor, PA 19038

Fax Number:

Email Address: mtaylor@springfieldmontco.org

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are

superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider *

BY _____
Signature DATE

BY _____
Signature DATE

Title

Title

*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

BY _____
Title: DATE

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT
NO. 3900040640

BY _____
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2025-26

AGREEMENT NO. 3900040640
YEAR 1
OF 10

CONTRACT EXHIBIT A

COUNTY: Montgomery

MUNICIP: Springfield Township
SAP # 138887

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
0073	Bethlehem Pike to Willow Grove Avenue	0550	0000	0594	1467	6.9	B	\$1,623.02	\$11,198.84
0073	Divided Section at 309 Expressway	0585	0000	0585	0711	0.3	B	\$1,623.02	\$486.91
2018	Stenton Avenue to Whitmarsh Township Border	0010	0000	0040	1195	6.7	C	\$1,508.58	\$10,107.49
2018	Divided Section from Stenton Avenue to Hillcrest Avenue	0011	0000	0011	0670	0.3	C	\$1,508.58	\$452.57
2027	Oreland Mill Road to Turnpike Interchange	0050	0000	0064	1947	2.8	C	\$1,508.58	\$4,224.02
2028	Valley Green Road to Pennsylvania Avenue	0020	1323	0020	3147	0.7	D	\$1,378.53	\$964.87
2030	Church Road to Camp Hill Road	0020	0000	0020	3354	1.3	D	\$1,378.53	\$1,792.09
2030	Stenton Avenue to Church Road	0010	0000	0040	1103	7.5	C	\$1,508.58	\$11,314.35
2032	Stenton Avenue to Cheltenham Avenue	0010	0000	0020	1853	3.1	D	\$1,378.53	\$4,273.44
2034	Ivy Hill Road to Paper Mill Road	0034	0586	0050	1552	4.4	C	\$1,508.58	\$6,637.75
2035	Odd Segments from Ivy Hill Road to Delphine Road	0035	0586	0041	3905	3.5	C	\$1,508.58	\$5,280.03
2035	Paper Mill Road to Mill Road	0010	0000	0030	2084	3.6	C	\$1,508.58	\$5,430.89
3003	Northwestern Avenue to Thomas Road	0010	0000	0010	1499	0.9	B	\$1,623.02	\$1,460.72
3053	Paper Mill Road to Ivy Hill Road	0010	0000	0040	0350	3.7	C	\$1,508.58	\$5,581.75
4002	Paper Mill Road to Ivy Hill Road	0011	0000	0041	0350	2.9	C	\$1,508.58	\$4,374.88

*For the Standard Agreement, rates may vary per county depending on the MFC - see Attachment A Rate Schedule

*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	8.1	TOTAL COST =	\$73,560.70
MILEAGE MFC C =	35.4		
MILEAGE MFC D =	5.1		
MILEAGE MFC E =	0		
TOTAL MILEAGE	48.60		

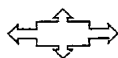
TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average.

Total Amount Encumbrance	\$73,580.70
1st Year:	\$75,052.31
2nd Year:	\$76,553.36
3rd Year:	\$78,084.42
4th Year:	\$79,646.11
5th Year:	\$81,235.04
6th Year:	\$82,863.82
7th Year:	\$84,521.09
8th Year:	\$86,211.51
9th Year:	\$87,935.74
10th Year:	
TOTAL:	\$805,688.10

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104. (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT B

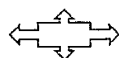


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT B



NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



January 14, 2015

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

Enhanced Minimum Wage Provisions (July 2022)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

CREATE SAP FUNDS COMMITMENT/RESERVATION

Document

Org Code 0640

Contact Person Stephen Lantz

Document Type FMZ1 for Funds Commitment ☒

Phone Number 610-205-6987

Document Type FMX1 for Funds Reservation ☐

Email stelantz@pa.gov

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor Name Springfield Township

Doc. Text 10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$805,688.10

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	73,580.70	2025/2026 WINTER MUN AGREEMENT	138887	1058200712	2025	6344450	7840640000		T-OSNOWS09MSA-0640-712
2	75,052.31	2026/2027 WINTER MUN AGREEMENT	138887	1058200712	2026	6344450	7840640000		T-OSNOWS09MSA-0640-712
3	76,553.36	2027/2028 WINTER MUN AGREEMENT	138887	1058200712	2027	6344450	7840640000		T-OSNOWS09MSA-0640-712
4	78,084.42	2028/2029 WINTER MUN AGREEMENT	138887	1058200712	2028	6344450	7840640000		T-OSNOWS09MSA-0640-712
5	79,646.11	2029/2030 WINTER MUN AGREEMENT	138887	1058200712	2029	6344450	7840640000		T-OSNOWS09MSA-0640-712
6	81,239.04	2030/2031 WINTER MUN AGREEMENT	138887	1058200712	2030	6344450	7840640000		T-OSNOWS09MSA-0640-712
7	82,863.82	2031/2032 WINTER MUN AGREEMENT	138887	1058200712	2031	6344450	7840640000		T-OSNOWS09MSA-0640-712
8	84,521.09	2032/2033 WINTER MUN AGREEMENT	138887	1058200712	2032	6344450	7840640000		T-OSNOWS09MSA-0640-712

Comptroller Use Only

Comments:

Approve ☐ Reject ☐ Signature:

Date: / /

CREATE SAP FUNDS COMMITMENT/RESERVATION

Document Number

Org Code 0640

Contact Person Stephen Lantz

Phone Number 610-205-6987

Email stelantz@pa.gov

Document Type FMZ1 for Funds Commitment ☒

Document Type FMX1 for Funds Reservation ☐

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor Name Springfield Township

Doc. Text 10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$805,688.10

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	86,211.51	2033/2034 WINTER MUN AGREEMENT	138887	1058200712	2033	6344450	7840640000		T-05NOWS09MSA-0640-712
2	87,935.74	2034/2035 WINTER MUN AGREEMENT	138887	1058200712	2034	6344450	7840640000		T-05NOWS09MSA-0640-712
3									
4									
5									
6									
7									
8									

Comptroller Use Only

Comments:

Approve ☐ Reject ☐

Signature:

Date: / /



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

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

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
Springfield Township	
<i>Contractor/Grantee Name (Printed)</i>	

**CHANGE IN LEASE TERMS
ADDENDUM TO LEASE**

PROPERTY: 1432 BETHLEHEM PIKE, SUITE E

LANDLORD: SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY

TENANT: SANDRA B. WORTHINGTON ASSOCIATES, PC t/a
WORTHINGTON LAW

The following terms of the lease dated December 1, 2015 between Springfield Township and Sandra B. Worthington Associates, PC trading as Worthington Law, as amended by a certain Change in Lease Terms Addendum to Lease fully executed on November 5, 2020, and a certain Change in Lease Terms Addendum to Lease fully executed on October 27, 2021, and a certain Change in Lease Terms Addendum to Lease fully executed on December 13, 2023, and a certain Change in Lease Terms Addendum to Lease fully executed on _____ (collectively, the "Lease"), are changed as stated below:

1. **Term.** The term of the Lease shall be December 1, 2025 through November 30, 2026. It is confirmed that the Tenant reserves the right to terminate the Lease without penalty by giving thirty (30) days written notice to the Landlord. It is further confirmed that the term of the Lease shall automatically expire in the event of the death of the Tenant or a disability that prevents the Tenant from continuing her business operations.
2. **Rent.** The base rent for the period December 1, 2025 through November 30, 2026 is changed to \$950 per month.

Any capitalized terms used but not defined herein shall have the meaning set forth in the Lease. All other terms and conditions of the lease remain unchanged and in full force and effect.

TENANT, Worthington Law

Sandra B. Worthington

Date

LANDLORD, Springfield Township

A. Michael Taylor

Date



LISTING FOR RENT CONTRACT (LANDLORD AGENCY CONTRACT) EXCLUSIVE RIGHT TO RENT REAL PROPERTY

XLR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Broker (Company) <u>Dan Helwig, Inc.</u>	Licensee(s) Name <u>Dan Helwig</u>
Company License # <u>RB042947C</u>	State License # <u>AB 067240</u>
Company Address <u>1415 Bethlehem Pk., Flourtown, PA 19031</u>	Direct Phone(s) _____
Company Phone <u>(215)233-5000</u>	Cell Phone(s) <u>(215)266-8000</u>
Company Fax <u>(215)233-5837</u>	Fax _____
	Email _____
Owner <u>Springfield Township</u>	
Owner's mailing address <u>1510 Paper Mill Rd, Wyndmoor, Pa 19038</u>	
Phone <u>(215)836-7600</u>	Cell _____
E-mail <u>mtaylor@springfieldmontco.org</u>	Fax _____

1 Owner understands that this Listing Contract is between Broker and Owner.

2 Does Owner have a listing contract (for sale or for rent) for this Property with another broker? (☐ Yes) (☒ No)

3 If yes, explain: _____

4 **1. PROPERTY**

5 Address 1432 Bethlehem Pike Units F Flourtown Pennsy ZIP 19031

6 Unit(s) (if applicable) UNIT F

7 Municipality (city, borough, township) Springfield

8 County Montgomery School District Springfield Mont Co

9 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) S2 00 01835 003

11 **2. MONTHLY RENT AND SECURITY DEPOSIT**

12 Monthly rent \$ \$1000 Security Deposit \$ ONE MONTH

13 **3. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

14 (A) No Association of Realtors® has set or recommended the term of this contract. Broker and Owner have discussed and agreed upon the term of this Contract.

15 (B) **Starting Date:** This Contract starts when signed by Broker and Owner, unless otherwise stated here: _____

16 (C) **Ending Date:** This Contract ends at 11:59 PM on December 31, 2025. By law, the term of a listing contract may not exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically 364 days from the Starting Date of this Contract.

17 (D) This contract does not end at the execution of a lease for this Property. Owner is hiring Broker to find a tenant for the Property at any time there is a vacancy during the term of this Contract.

22 **4. BROKER'S DUTY**

23 (A) Owner is hiring Broker to market the Property, review all submitted applications, evaluate applicants, and consult with Owner to find an acceptable tenant for the Property. Broker's responsibilities are limited to finding a tenant for the Property and do not include other duties, such as property management. If Owner would like Broker to perform any other duties, those duties should be agreed upon in a separate agreement.

24 (B) Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople, employees, officers or partners are acting as agents only and will not be legally responsible for damages or repairs to the Property or for a tenant's failure to meet the terms of a lease.

30 **5. BROKER'S FEE**

31 (A) No Association of Realtors® has set or recommended the Broker's Fee. Owner and Broker have negotiated the fee that Owner will pay Broker.

32 (B) The Broker's Fee is one months rental
33 Owner agrees to pay the same fee to Broker for renewals, extensions or additional leases where the original lease resulted from Broker's services or any other broker's services where the tenant was procured during the term of this Contract.

34 (C) Paragraph 5(B) will survive this Contract.

37 Owner Initials: _____

XLR Page 1 of 5

Broker/Licensee Initials: _____

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rev. 2/22; rel. 7/22

Dan Helwig, Inc., 1415 Bethlehem Pk. Flourtown PA 19031
Daniel Helwig

Phone: (215)233-5000 Fax: (215)233-5837
Produced with Lone Wolf Transactions (zlpForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1432 bethlehem

38 6. COOPERATION WITH OTHER BROKERS

39 Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Owner agree that Broker will
40 pay from Broker's Fee a fee to another broker who procures the tenant, is a member of the Multiple Listing Service (MLS) in which
41 the Property is listed, and who:

- 42 (A) ☒ Represents Owner (SUBAGENT). Broker will pay one month
43 (B) ☒ Represents the tenant (TENANT'S AGENT). Broker will pay 40% of one month
44 A tenant's Agent, even if compensated by Broker for Owner, will represent the interests of the tenant.
45 (C) ☐ Does not represent either Owner or a tenant (TRANSACTION LICENSEE).
46 Broker will pay _____

47 7. PAYMENT OF BROKER'S FEE

- 48 (A) Owner will pay Broker's Fee if Property is rented during the term of this Contract by Broker, Broker's agents, Owner, or
49 by any other person or broker at a rent acceptable to Owner.
50 (B) Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a lease, sale, or other
51 tenancy.
52 (C) Owner will pay Broker's Fee after the Ending Date of this Contract IF:
53 1. Property is rented within 10 days of the Ending Date of this Contract, or the Ending Date of the lease (or any renewals
54 or extensions), AND
55 2. The tenant was shown, made an offer on or negotiated to rent the Property during the term of this Contract.
56 (D) Broker is authorized to instruct tenants to make rental payments equal to the amount of \$ one month directly to Broker,
57 who may keep this amount as payment of Broker's Fee. If a tenant submits payment(s) to Broker that exceeds the amount in this
58 paragraph, Broker will distribute the remainder to Owner. All other payments of rents and fees will be paid directly to the Owner,
59 unless otherwise agreed in writing. Broker may not keep any money from the Security Deposit, which must be paid directly to the
60 Owner.

61 8. BROKER'S FEE IF TENANT BUYS PROPERTY

- 62 (A) The Broker's fee is n/a off/from the sale price and paid by Owner at settlement, if the tenant procured during
63 the term of this Contract buys the Property.
64 (B) Paragraph 8(A) will survive this Contract.

65 9. BROKER'S FEE IF PROPERTY IS NOT RENTED

66 Owner will pay Broker's Fee if a ready, willing, and able tenant is found by Broker or by anyone, including Owner, during the term of this
67 Contract, even if a lease is not signed. A ready, willing and able tenant is a tenant who is willing to pay the listed rent or another amount that
68 is acceptable to Owner, during the term of this Contract; has met the standards established by the Owner through the application process;
69 has tendered the required deposits, fees and/or security deposit; and is prepared to take possession as of the start date that is set forth in a
70 lease.

71 10. DUAL AGENCY

72 Owner agrees that Broker and Broker's Licensees may also represent the tenant(s) of the Property. A Broker is a Dual Agent when a
73 Broker represents both a tenant and Owner in the same transaction. A Licensee is a Dual Agent when a Licensee represents a tenant
74 and Owner in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for
75 a tenant and Owner. If the same Licensee is designated for a tenant and Owner, the Licensee is a Dual Agent. Owner understands that
76 Broker is a Dual Agent when a tenant who is represented by Broker is viewing properties listed by Broker.

77 11. DESIGNATED AGENCY

78 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
79 of Owner. If Licensee is also the tenant's agent, then Licensee is a DUAL AGENT.

80 ☐ Designated Agency is not applicable.

81 12. DUTIES OF OWNER

- 82 (A) Some municipalities require various licenses and permits for landlords and/or properties. If required for this property, Owner rep-
83 represents that Owner has obtained, or will obtain by the signing of the lease, the required licenses and permits, will provide copies to
84 Broker and will keep all necessary licenses and permits up to date. Landlord is responsible to pay or reimburse Broker for fines to
85 Broker that are a result of Owner non-compliance.
86 (B) If part of a Condominium or Homeowner Association, copies of all relevant rules and regulations regarding rentals and approval
87 of tenants will be made available to Broker within 5 days of the execution of this Listing Contract.
88 (C) Owner must promptly notify Broker if the Property becomes vacant before the Ending Date of this Listing Contract.

89 13. OTHER PROPERTIES

90 Owner agrees that Broker may list other properties for rent and sale, and that Broker may show other properties to prospective tenants.

91 14. SECURITY DEPOSIT

- 92 (A) Owner will keep all security deposits, which will be paid by the tenant directly to the Owner in cash or by check, unless otherwise
93 stated here: Springfield Township
94 (B) Owner agrees that Broker may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an
95 offer.

96 Owner Initials: _____

XLR Page 2 of 5

Broker/Licensee Initials: _____

- (C) Owner agrees that if Owner names Broker or Broker's licensee(s) in litigation regarding security deposits, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Owner.

15. MARKETING OF PROPERTY

(A) Multiple Listing Services (MLS)

1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS, Broker will make an offer of cooperating compensation to another participant who procures a tenant for the Property (See Paragraph 6). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.
2. Owners have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of MLS marketing may restrict Broker's ability to market the Property in other ways.
 - ☐ Broker will not use an MLS to advertise the Property. Owner understands and agrees that the listing may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Owner understands and agrees that any and all public marketing of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohibited. Owner may be required to sign an additional waiver or release to comply with MLS rules and policies.
 - ☒ Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall communicate to the MLS all of Owner's elections made below. Owner agrees that Broker and Licensee, and the MLS are not responsible for mistakes in an MLS or advertising of the Property.

(B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Owners have the right to control some elements of how their property is displayed on a VOW and/or IDX websites.
2. Owner elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):
 - ☐ Comments or reviews about Owner's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Owner's listing.
 - ☐ Automated estimates of the market value of Owner's listing, or a hyperlink to such estimates, in immediate conjunction with the Owner's listing.

(C) Other

1. Where permitted, Broker, at Broker's option, may use: for rent sign, lock box, key in office, open houses and advertising in all media, including print and electronic, photographs and videos, unless otherwise stated here: _____
2. ☐ Owner does not want the listed Property to be displayed on the Internet.
☐ Owner does not want the address of the listed Property to be displayed on the Internet.
3. Owner understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

(D) Owner understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in connection to the open house.

(E) While the Property is leased, Broker is not required to continue marketing the Property. If Broker is notified that the Property will be vacant, Broker may again market the Property, including entering the Property in the MLS again.

(F) Other _____

16. RECORDINGS ON THE PROPERTY

(A) Owner understands that potential tenants viewing the Property may engage in photography, videography or videotelephony on the Property. Owner should remove any items of a personal nature Owner does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc. Owner is responsible for providing this same notification to any occupants of the Property.

(B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Owner understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. Owner hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.

17. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

18. COPYRIGHT

In consideration of Broker's efforts to market Owner's Property as stated in this Contract, Owner grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and pro-

155 vided by Owner to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video
156 recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Owner's Property. This License
157 permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of listings, and
158 to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does
159 not conflict with the express terms of this Contract. The License may not be revoked by Owner and shall survive the ending of this
160 Contract. Owner also grants Broker the right to sub-license to others any of these rights granted to Broker by Owner. Owner represents
161 and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any
162 copyrights, of any person or entity. Owner understands that the terms of the License do not grant Owner any legal right to any works
163 that Broker may produce using the Materials.

164 **19. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

165 Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
166 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN,
167 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION
168 TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or
169 set deposit amounts, or as reasons for any decision relating to the sale or rental of property. The municipality in which the Property is
170 located may have enacted an ordinance or other law that extends the protections for access to housing to additional classes of individ-
171 uals, such as gay, lesbian, bisexual and transgender individuals and couples. Broker and Owner are advised to check with your local
172 municipality, representative from the Pennsylvania Human Relations Commission, or your own attorney for further guidance.

173 **20. IF PROPERTY WAS BUILT BEFORE 1978**

174 The Residential Lead-Based Paint Hazard Reduction Act says that any Owner of property built before 1978 must give the Tenant an
175 EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The Owner also must tell the Tenant and the Broker what the
176 Owner knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Owner must tell the
177 Tenant how the Owner knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and
178 lead-based paint hazards are, the condition of the painted surfaces, and any other information Owner knows about lead-based paint and
179 lead-based paint hazards on the property. Any Owner of a pre-1978 structure must also give the Tenant any records and reports that the
180 Owner has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or
181 other dwellings in multi-family housing. The Act does not require the Owner to inspect for lead paint hazards or to correct lead paint
182 hazards on the property. The Act does not apply to housing built in 1978 or later.

183 **21. TRANSFER OF THIS CONTRACT**

184 (A) Owner agrees that Broker may transfer this Contract to another broker when:

- 185 1. Broker stops doing business, OR
- 186 2. Broker forms a new real estate business, OR
- 187 3. Broker joins his business with another.

188 (B) Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker. Owner will follow all require-
189 ments of this Contract with the new broker.

190 **22. FORECLOSURE**

191 _____ (Owner initials) Owner will notify Broker immediately if Owner receives a notice of foreclosure. Owner has not received a
192 foreclosure notice, unless otherwise stated here: _____

193 **23. NO OTHER CONTRACTS**

194 Owner will not enter into another rental listing contract for the Property with another broker that begins before the Ending Date of this
195 Contract.

196 **24. ADDITIONAL OFFERS**

- 197 (A) Once Owner enters into a lease, Broker is not required to present other offers from tenants.
- 198 (B) Broker's obligation to present all offers for the Property begins again when Broker puts the Property back on the market.
- 199 (C) Unless prohibited by Owner, if Broker is asked by a potential tenant or another licensee(s) about the existence of other offers on
200 the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this
201 Contract, by another Licensee(s) working with Broker, or by a by a licensee(s) working for a different Broker.

202 **25. CONFLICT OF INTEREST**

203 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Owner's interests
204 before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Owner in a timely manner.

205 **26. ENTIRE CONTRACT**

206 This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a
207 part of this Contract.

208 **27. CHANGES TO THIS CONTRACT**

209 All changes to this Contract must be in writing and signed by Broker and Owner.

210 Owner Initials: _____

XLR Page 4 of 5

Broker/Licensee Initials: _____

211 28. SPECIAL INSTRUCTIONS

212 The Office of the Attorney General has not pre-approved any language added by any parties. Any special conditions or additional terms
213 in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

214 29. SPECIAL CLAUSES

215 (A) The following are part of this Listing Contract if checked:

- 216 ☐ Property Description Sheet for Rental (PAR Form XLRA)
217 ☐ Single Agency Addendum (PAR Form SA)

218 _____
219 _____
220 (B) Additional Terms:

221 Tenant to pay 50% of electric and gas bills associated with this unit. Tenant has use of common bathroom. Tenant allowed to
222 place signage on main 1432 sign as designated.
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238 Owner has received the Lead-Based Hazards Disclosure Form and agrees to complete and return to Listing Broker in a timely
239 manner, if required.

240 Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

241 Owner has read the entire Contract before signing. Owner must sign this Contract.

242 Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

243 Return of this Contract, and any addenda and amendments, including return by electronic transmission, bearing the signatures
244 of all parties, constitutes acceptance by the parties.

245 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-
246 parts together shall constitute one and the same Agreement of the Parties.

247 NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT A PENN-
248 SYLVANIA REAL ESTATE ATTORNEY.

249 OWNER Township Of Springfield DATE _____

250 OWNER _____ DATE _____

251 OWNER _____ DATE _____

252 BROKER (Company Name) Dan Helwig, Inc.

253 ACCEPTED BY _____ DATE _____
Daniel Helwig

**SECOND AMENDMENT TO LEASE
DATED MAY 1, 2006, AS AMENDED BY A CERTAIN FIRST AMENDMENT TO
LEASE AGREEMENT DATED OCTOBER 29, 2008
(COLLECTIVELY, THE "LEASE"),
BY AND BETWEEN
TOWNSHIP OF SPRINGFIELD ("LESSOR") AND
TJKFCC, LLC ("LESSEE")
FOR THE PROPERTY KNOWN AS THE FLOURTOWN COUNTRY CLUB
(THE "PREMISES")**

BACKGROUND:

WHEREAS, Lessor and Lessee are parties to the above-referenced Lease; and

WHEREAS, the Lease provided for an initial Term expiring December 31, 2020 and an Option to Extend for one (1) additional five (5) year term (defined in the Lease and in this Second Amendment to Lease as the "Extension Period"); and

WHEREAS, Lessee exercised the Option to Extend under the Lease and the Term of the Lease was extended for the Extension Period, which will expire December 31, 2025, in accordance with the terms of the Lease; and

WHEREAS, Lessee has approached the Lessor with a proposal to extend the Term (which includes the Extension Period) for an additional three (3) year term commencing January 1, 2026, and Lessor and Lessee have agreed to extend the Term of the Lease as proposed, subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee hereby agree that the Lease, as amended, is further amended and supplemented as follows:

1. Extension of Term. The Term of the Lease, is hereby extended for a period of three (3) years, commencing on January 1, 2026, and ending on December 31, 2028 (the "Second Extension Period"). "Term" as used in the Lease shall include the initial Term, the Extension Period, and the Second Extension Period described in this Second Amendment to Lease.

2. Rent. The Rent for the Second Extension Period shall be as follows:

<u>YEAR</u>	<u>MINIMUM ANNUAL RENT</u>
Year 1: 2026 (January 1, 2026 – December 31, 2026)	\$ 200,000.00
Year 2: 2027 (January 1, 2027 – December 31, 2027)	\$ 210,000.00
Year 3: 2028 (January 1, 2028 – December 31, 2028)	\$ 220,000.00

Rent shall be payable in five (5) equal payments in accordance with the terms and conditions of the Lease, as amended by this Second Amendment to Lease.

3. Percentage Rent. Upon the commencement of the Second Extension Period (i.e., as of January 1, 2026), no Percentage Rent as required by Section 4(c) of the Lease shall be due as Rent during the Second Extension Period. Minimum Annual Rent and Additional Rent as described in Sections 4(a) and 4(b) of the Lease, respectively, shall be paid in accordance with the terms of the Lease, as amended by this Second Amendment to Lease.

4. Swimming Pool Pass. Lessee shall create a swimming pool pass to provide single-day access to the Flourtown Country Club Swim Club ("Pool Pass"). A limited number of Pool Passes shall be made available to residents of Springfield Township subject to certain "Black-Out" dates to be identified by Lessor and Lessee. Lessor and Lessee shall agree upon an appropriate number of Pool Passes to be provided to residents of Springfield Township, and the Pool Passes shall be made available at the Springfield Township Free Library. Lessor and Lessee agree to develop together additional, reasonable, and mutually acceptable terms and conditions for the distribution and use of the Pool Pass, following the complete execution of this Second Amendment to Lease by the Lessor and Lessee.

5. Work on the Premises. Lessee shall perform all work necessary to address and remedy to the satisfaction of Lessor all safety recommendations associated with the Premises identified in Springfield Township's Insurance Carrier's most-recent risk management survey letter, relevant portions of which are attached hereto as Attachment "A" and incorporated herein by reference. All required work to address the concerns and recommendations outlined in such letter shall be commenced and completed within a time period satisfactory to the Lessor. Specifically, and without limitation to the foregoing obligations of Lessee, the playground equipment on the Premises shall be located and maintained to comply with applicable playground safety requirements for private country clubs based upon guidelines and standards set by the American Society for Testing and Materials (ASTM) and the United States Consumer Product Safety Commission (CPSC), including, without limitation, proper fall protection for playground users and appropriate safety zones between equipment to prevent colliding with other users and equipment.. Notwithstanding Lessee's agreement to complete the work required by this paragraph, all responsibilities and obligations of both Lessor and Lessee relating to the maintenance and repair of the Premises set forth in the Lease shall remain in full force and effect.

6. Capital Improvement Projects. In consideration of the Lessor's agreement to extend the Term as set forth in this Second Amendment to Lease, Lessee agrees to complete the capital improvement projects identified in Attachment "B" during the Second Extension Period. and the estimated timelines for completion of each capital improvement project are listed in Attachment "B". More precise timelines for completion shall be agreed upon by Lessor and Lessee following the complete execution of this Second Amendment to Lease by Lessor and Lessee. The capital improvements shall be constructed and completed by the Lessee in accordance with the standards applicable to any permitted or required construction, maintenance, and repair work by the Lessee under the Lease.

7. Interpretation / Effect of this Amendment. This Second Amendment to Lease constitutes a material part of the Lease. In the event of a direct conflict between the terms of this Second Amendment to Lease and the terms of the Lease, or any prior addenda or attachments

thereto, this Second Amendment to Lease shall control. Capitalized terms used herein without definition shall have the meanings assigned to them in the Lease. Except as expressly amended hereby, the Lease and all prior addenda and attachments thereto remain in full force and effect, unmodified and enforceable in accordance with their terms. This Amendment may be executed in counterparts.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Lease on the dates set forth below.

LESSOR:
TOWNSHIOP OF SPRINGFIELD

Date: _____

By: _____

LESSEE:
TJKFCC, LLC


Date: _____

By: _____

Attachment "A"
Insurance Risk Letter dated

RECOMMENDATIONS COUNTRY CLUB

Main Building

Rec. No.: 18-09-4	Priority: B	Flourtown Country Club – Sidewalk Deterioration
There is an area of significant deterioration on the sidewalk leading to the main entrance of the country club. It is recommended this be repaired to eliminate the potential trip and fall exposure.		
		
Status: No change. Traffic bollards are being considered. (2024)		

Rec. No.: 24-10-3	Priority: B	Flourtown Country Club – Trex Deck
The steps on the greens side of the deck appear to have sunk creating a >0.5 inch vertical displacement trip hazard at the top of the steps. Additionally, the deck appears to be sagging in areas, creating an irregular surface. It is recommended these issues be investigated to determine the root cause and hopefully repair the issue before the deterioration worsens.		
		
Status: New recommendation for 2024.		

Rec. No.: 24-10-4	Priority: B	Flourtown Country Club – LPG Fire Pits
There are several LPG fire pits located inside the tent space. It could not be determined if these are moved outside when lit or are they being used inside the tent. Most manufacturers specify that these devices should not be used beneath any structure due to the buildup of heat		

and ignition potential. Accordingly, it is recommended that the township fire marshal (local authority having jurisdiction) review the use of these LPG fire pits.



Status: New recommendation for 2024.

Rec. No.: 21-08-9	Priority: B	Flourtown Country Club – Basement
<p>Given the quantity of muriatic acid containers stored in the basement pump room and their proximity to sodium hypochlorite containers, it is recommended that the muriatic acid containers be stored on a spill containment pallet to reduce the risk of a primary container failure and the potential for an "acid+base" hazmat incident and associated chlorine gas release.</p>		
<p>Example:</p>		



Source:uline.com

Status: No change. (2024)

Rec. No.:
22-08-7

Priority:
C

Flourtown Country Club – Basement Exit

It is recommended that the hallway exit to the outside be marked with a fire-marshall approved exit door signage.



Status: No change. (2024)

Pool

Rec. No.:
17-09-3

Priority:
A

Flourtown Country Club – Residential Grade Play Structure

The play structure adjacent to the pool is residential grade. It contains several features which do not meet public playground equipment standards for public equipment (ASTM F1487-21; U.S. CPSC). It is recommended that this structure be replaced with a compliant, commercial-play structure. Additionally, non-playground safety-grade wood mulch is being used in the designated use zone of the equipment.



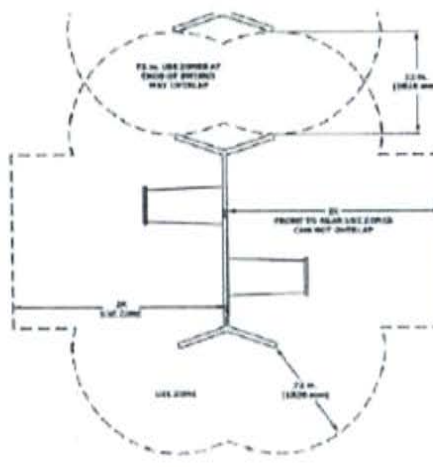
Status: No change. (2024)

Rec. No.:
18-09-5

Priority:
A

Flourtown Country Club – Swings

The swings have obstructions in their designated use zone. Per ASTM F1487- 21(9.4.1.1), a to-fro swing needs to have a clear space twice the distance from the pivot to the top of the protective surfacing surface to its front and back as well as six feet outward from the side supports.



The swing bracket bolts are also installed upside down. It is recommended that the bolts be inverted to eliminate the potential entanglement hazard per ASTM 1487-21 (6.4.2) Projection From a Horizontal Plane. (Added in 2022)

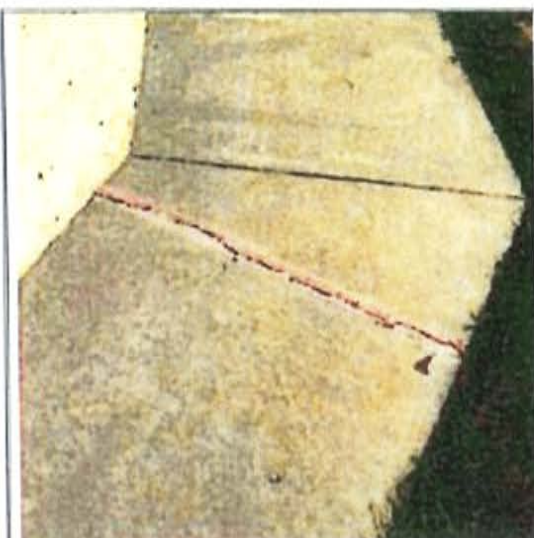
Status: Progress. The orientation of the swing brackets have been corrected. The swing clearance issue remains. (2024)

Rec. No.:
20-09-6

Priority:
B

Flourtown Country Club – Sidewalk to Snack Bar

The concrete sidewalk to the pool snack bar is significantly cracked. It is recommended this be repaired to eliminate the potential injury hazard, especially given frequent bare feet in the vicinity.



Status: No change. (2024)

Groundskeeping Garage

Rec. No.: 24-10-5	Priority: B	Flourtown Country Club – Groundskeeping Garage
There are a significant number of fuel containers stored outside the flammable liquid storage cabinet. The existing cabinet appears to be at capacity. Consider providing another cabinet to better accommodate all of these fuel containers.		
Status: New recommendation for 2024.		

Rec. No.: 24-10-6	Priority: B	Flourtown Country Club – Hazardous Trees
There are two dead trees adjacent to the Bysher Field Parking Lot. It is recommended these be removed to prevent a potential dead fall.		



Status: New recommendation for 2024.

RECOMMENDATIONS LIBRARY

Rec. No.: 23-09-7	Priority: B	Free Library of Springfield Township – Facility Emergency Action Plan
DVT concurs with staff that the library would benefit from the implementation of a facility emergency action plan. A sample plan will be emailed to Marycatherine for consideration.		
Status: No change. (2024)		

Rec. No.: 23-09-8	Priority: C	Free Library of Springfield Township – Duress Alarm
DVT concurs that the library would benefit from the installation of a silent alarm/strobe or equivalent notification device to summon supervisory assistance to the front desk in the event of a disruptive/abusive patrons. Perhaps an under desk mounted button that activates a "Need Assistance" strobe light in the staff office. Militia Hill installed such a system at DVMMA a few years back.		
Status: No change. (2024)		

RECOMMENDATIONS BLACK HORSE TAVERN

Rec. No.: 24-10-7	Priority: M	Black Horse Taven – Stucco
The stucco repairs from several years ago are becoming undone. It is recommended the cracks be repaired to prevent further deterioration.		

Attachment "B"

Capital Improvements List with Estimated Completion Dates



FLOURTOWN

HISTORIC FACADE. MODERN EVENTS.

Proposal | 3 Year Lease Extension

Who We Are

Flourtown Country Club is leased by:

TJKFCC LLC - Brian and Joe Halligan, both Township residents

Seedling & Sage Catering - Laura Kidwell and Melissa McDevitt, both Township residents

These entities manage the overall building, property and operations

GOAL

From the inception of this lease, the goal was to maintain FCC as open space without a burden on the taxpayers. We proudly have attained this goal, and much more! Attached you will find many of our exciting accomplishments.

We are proud to be an active member of the Springfield Township Community which is why we are seeking an extension on our lease.

FLOURTOWN

HISTORIC FACADE. MODERN EVENTS.

What We Do

Event Space

Banquet space open to community to rent for event for weddings, memorials, non-profit events
Home to many of the local community fundraisers and school sporting events

Golf + Pool Memberships

- Memberships open to the community. One of most economic options in area.
- Swim Team- Competitive Program Led by Springfield Township High School Coach. Great feeder program!
- Golf Course - Has donated course to all area high school teams for practice and matches.
 - Active in Special Olympics, Blind Golfers Association and 1st Tee Program.
 - Created a robust Jr Golfers and Women's Golf Program - many local residents.

Employer FCC employs over 90 Springfield Township residents ages 15-75

FLOURTOWN

HISTORIC FACADE. MODERN EVENTS.

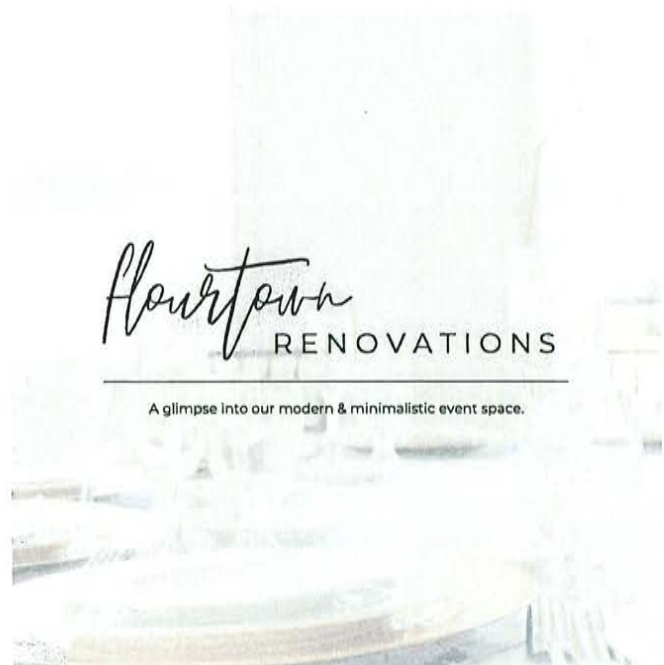
Capital Improvements 2020-2024

Capital improvements

Our major investment in the past 5 years is a large stone veranda area 30x60

We also purchased a semi-permanent tent complete with sides, clear panel ceiling, electric, heat to enclose this space for events. The project cost with annual fees is approximately \$100,000.

Along with this, we installed 2 French Doors to access the Veranda from the ballroom. The cost for the doors, stairs, emergency exit requirements etc - \$15,000



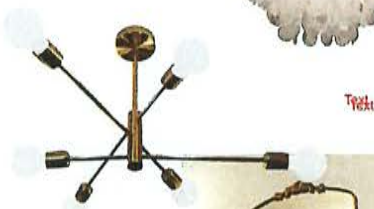


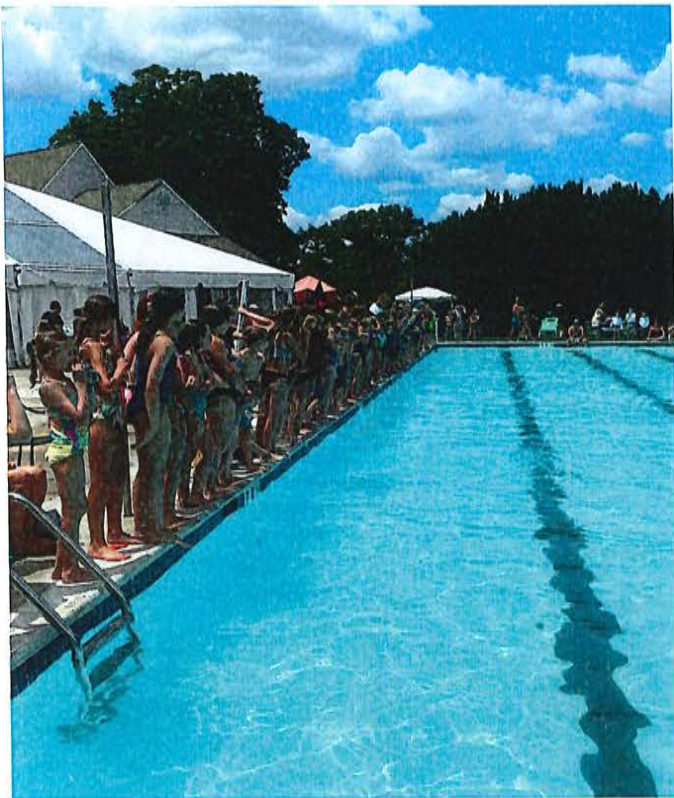
Investment Summary Main Building 2020-2024

Investment Total: \$306,000

- 30x60 stone veranda, concrete steps, drainage - \$100,000
- 2 French Doors for veranda access, emergency exit requirements - \$15,000
- Upgraded ventilation and exhaust system - \$4,000
- Painted and refurbished ballroom, foyer, entry way - \$15,000
- Upgraded fireplace in foyer - \$2,500
- Sealed and weatherized veranda - \$7,500
- Upgraded house audio visual and internal speaker systems \$2,500
- Annual Facility + Maintenance Staff Pay @ \$20,000 annually - \$100,000
- Annual Facility Repairs @ \$12,000 annually - \$60,000

Note: This list does not include kitchen equipment, refrigeration, POS terminals, event furniture like tables and chairs, landscaping, snow removal





Investment Summary Golf and Pool

Investment Total: \$150,000

Enhanced practice area - added hitting areas with turf mats. Potentially adding a new putting green with lease extension.

Fixed irrigation system in areas where it was broken/eroded pipes.

Added proper drainage for bunkers on holes where there is historically standing water when it rains.

Maintenance enhancements to greens/ tees and fairways to allow for proper growth and maintenance.

Pool upgrades are ongoing and completed on a yearly basis. Tile work, pool painting, filters, motors.

Bathroom floors and painting completed in 2024.

3-Year Extension Investment Summary

Proposed Improvements:

- A/V System Upgrades
- Ballroom Upgrades: Window Treatments and Lighting
- Update Commercial Oven
- Carpet upgrades (various areas)
 - Bridal Suite updates
- New Ballroom/Ceremony chairs
- Wireless network upgrade with mesh
 - Built in bar fridge replaced
 - Upgrade Men's bathroom
- Fans For Greens (holes 3, 5, 7)
- New Putting Green Practice Area
- New Pump For Pumphouse
- Pool Repairs - Coping, New Stairs
- Annual Facility + Maintenance Staff Pay
 - Annual Facility Repairs

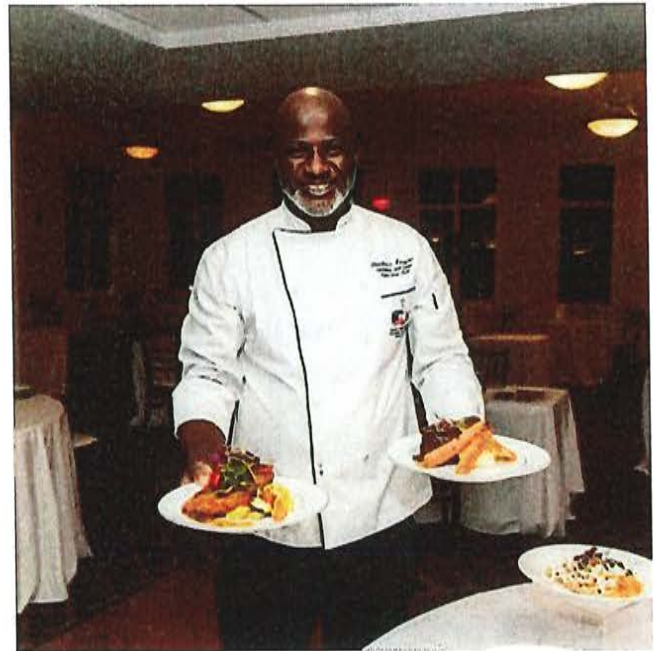
Active in Supporting our Community

Active in Supporting our Community

Community Events

As members of the Springfield Township Community, we open our doors to the whole community. Many community members choose to rent our space for their events. However, we also host events either free of charge or ticketed events, that are open to the public.

We donate to local community, school and non-profits through the year.



Community Events

Community Events - open to public:

- Lunch With Santa
- Easter
- Mother's Day
- Murder Mystery Dinners
- Children's Magic Shows
- Dueling Pianos
- Wine/Beer Pairings/Tastings

Free Rental Space or "At Cost":

- Voting
- Down Syndrome Assoc. Santa Breakfast
- Rotary Events(ie: Tastes of Springfield)
- Little League Meetings
- Springfield Township Holiday Dinner



Events

Our event space is open to the public. You do not need to be a member to rent our space. In an addition to weddings, we also host memorials, birthday parties, and all kinds of celebrations!

Donations to Local Organizations:

- Oreland Lions
- St Gen Annual Auction
- St Luke, St Thomas, St Gen, Ancillae, Norwood, Mount, LaSalle + more.
- Enfield + Erdenheim Teacher Appreciation Lunches
- Springfield Township High School Booster Clubs
- Shane's Kindness
- The MIP Foundation
- Various Springfield Sports Teams
- Springfield Historical Society Annual Meals for holidays at cost
- Springfield Pet Parade
- Springfield Community Day + 5 K
- Progeria Research Foundation

LOCAL COMMUNITY EVENTS

Abington Wrestling, Cheerleader, Football Banquets

Climate Leaders at Penn Fellowship

CYO St Philip

DCAA SWIM AND DIVE

Fairwold Academy Holiday Party

Friends of Bishop McDevitt

Gwynedd Crew Team

Gwynedd Mercy Academy Swim Banquet

LaSalle College HS Mothers Club

LaSalle HS Water Polo Banquet

LaSalle Swim Team Banquet

Montgomery County Down Syndrome Interest Group
donation of space

Mount Basketball, Soccer, Lacrosse, Crew Banquets

Mount Saint Joseph Academy Junior Prom

Naval Academy Alumni Association

Norwood 8th Grade Celebration Dinner Dance Our Mother
of Consolation Parish School

Roman Catholic High School Cahill Club

Roxborough High Sports Hall of Fame

Saints Memorial Baptist Church Pastoral Anniversary

Springfield HS Swim, Field Hockey, Soccer, Lacrosse,
Swim/Dive Banquets

Springfield Little League Meeting

Springfield Township Dinner

St Philip Neri Confirmation Celebration

The Crefeld School

UDHS Girls Track, Boys Baseball, Soccer, Swim Banquets

Voting Board

Employer Impact

90 Township Employees

90 employees that reside in Township who work for catering, pool and golf.

Springfield Township High School Internship Program

Eastern Center For Arts + Technology Culinary Internship Partner (STHS students)

Sales, Marketing + Event Internship Programs with Temple University and Penn State

