PLYMOUTH TOWNSHIP COUNCIL

BUSINESS MEETING

Monday, September 14, 2026
Plymouth Township Building
7:00PM

The monthly Business Meeting is the primary public meeting where Council conducts official township business. During this meeting, Council considers and takes formal action on items such as ordinances, resolutions, contracts, and other matters brought before the township. The agenda may also include reports from department directors, updates on township activities, and other information of public interest.

AGENDA

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

2. **ANNOUNCEMENTS**
   - **A.** Council met in an Executive Session on September 8, 2026, to discuss litigation.
   - **B.** Township awarded a Local Technical Assistance Program (LTAP) project for a Roadway Safety Audit for Conshohocken Road/New Elm Street.
   - **C.** Remembering Brad Fox – End of Watch 09/13/2012

3. **PRESENTATION ITEMS**
   - **A.** None

4. **PUBLIC HEARINGS**
   - **A.** Ordinance 1719: Verizon Franchise Agreement
   - **B.** Ordinance 1720: Mixed Use Gateway Zoning District

5. **ACTION ITEMS**
   - **A.** Motion to Adopt Ordinance 1719: Verizon Franchise Agreement
   - **B.** Motion to Adopt Ordinance 1720: Mixed Use Gateway Zoning District
   - **C.** Motion to Approve the meeting minutes for August 3, 2026, Workshop Meeting and August 10, 2026, Business Meeting
   - **D.** Motion to Approve the departmental reports and schedule of bills for August 2026
   - **E.** Motion to Approve Escrow Release – 2622 Butler Pike – Kraft Custom Homes
   - **F.** Motion to Approve Intent to Award: Sewer Interceptor Project
   - **G.** Motion to Approve the rejection of all bids for JFK Park Playground Project
   - **H.** Motion to Approve the purchase and installation of playground equipment through Costars for JFK Playground Equipment.
   - **I.** Motion to Approve the rejection of all bids for the East Plymouth Valley Park Improvement Project
   - **J.** Motion to Approve the purchase and installation of dugouts and fencing through Costars for Fields 1 and 4 at East Plymouth Valley Park.

K. Motion to Approve Change Order GC-007: Harmonville Fire Station Rebuild Project

L. Motion to Approve Change Order GC-008: Harmonville Fire Station Rebuild Project

M. Motion to Approve the 2027 Minimum Municipal Obligation for the Police and Employee Pension Plans

N. Motion to Approve Stipulation to Settle: 120 W. Germantown Pike

O. Motion to Approve Stipulation to Settle: 140 W. Germantown Pike

P. Motion to Approve Contract with Hough Associates for PA DEP 904 Recycling Grant services

Q. Motion to Approve Second Addendum to Lease between Villanova and the Township

6. INFORMATION ITEMS

A. Police Department Update

B. Citizens Board Vacancy Announcements

C. Zoning Hearings

D. Parks and Recreation Upcoming Events

7. PUBLIC COMMENT

Members of the public are welcome to address Council during this time. Speakers are asked to keep their remarks respectful and concise to allow time for all who wish to speak. Comments should be directed to Council as a whole, not to individual members or staff. Council may choose to respond or take matters under advisement for future consideration.

8. ADJOURNMENT

5. ACTION ITEMS

MOTION 4.A

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Adopt Ordinance 1719: Verizon Franchise Agreement, per the attachment.

Motioned by: Aaron Nelson

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council

FROM: Matt West, Township Manager

DATE: September 3, 2026

SUBJECT: Ordinance 1719: Verizon Franchise Agreement

Overview

On behalf of the Township, Cohen Law Group has negotiated a new Cable Franchise Renewal Agreement with Verizon Pennsylvania LLC. The proposed agreement maintains the Township's existing franchise structure while securing several improvements related to franchise fee revenue, audit rights, customer service, enforcement, and termination notice. The agreement has a five-year term and requires Council approval.

Key Changes

- **Franchise Fees:** Maintains the 5% maximum franchise fee and expands "gross revenue" subject to the fee from 22 to 27 revenue sources, including broadcast retransmission and service plan protection fees.
- **Audit Rights:** Retains the four-year audit look-back; requires Verizon to provide records within 45 days; increases potential audit-cost reimbursement from $3,000 to $8,000 when underpayments of 5% or more are identified.
- **Community Facilities:** Clarifies Verizon's obligation to provide free basic cable service to qualifying municipal facilities, schools, and libraries upon written request.
- **Customer Service:** Establishes enforceable standards for installation, repairs, appointments, outages, billing, complaints, and identification of Verizon personnel and vehicles.
- **Enforcement:** Increases liquidated damages for most violations from $150 to $275 per day, with an annual maximum of $20,000.
- **Termination:** Requires Verizon to provide 12 months' written notice before terminating cable operations, rather than the 60 days initially sought by Verizon.
- **PEG/EG Channels**: Preserves the Township's ability to obtain up to two educational and governmental channels.

Policy Considerations

The agreement provides the Township with stronger oversight and enforcement provisions while maintaining the existing franchise fee structure. The expanded revenue definition and enhanced audit provisions may improve the Township's ability to capture and verify franchise fee revenue. The agreement also recognizes the changing video-service market and does not extend franchise fee authority to streaming services, which are not subject to municipal cable franchising under current law.

Fiscal Impact

The agreement maintains the Township's ability to collect up to 5% of qualifying Verizon cable-service revenue and expands the categories of revenue subject to the fee. The potential annual revenue is dependent upon the total number of Verizon cable subscribers. Enhanced audit provisions may allow the Township to recover additional underpayments and certain audit costs.

Recommendation

Staff recommends that Council formally adopt Ordinance 1719: Verizon Franchise Agreement.

ORDINANCE NO. 1719

ORDINANCE OF PLYMOUTH TOWNSHIP ("THE TOWNSHIP") AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC ("THE FRANCHISEE")

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

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

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

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

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

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

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

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

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

ENACTED AND ORDAINED this ____ day of ________________, 2026.

ATTEST:	PLYMOUTH TOWNSHIP
________________________________	________________________________
Matt West Township Manager/Secretary	Lynne Viscio Chair, Township Council

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

PLYMOUTH TOWNSHIP

AND

VERIZON PENNSYLVANIA LLC

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

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

WHEREAS, the Township granted to the Franchisee, effective as of June 15, 2021, a nonexclusive renewal franchise to own, construct, maintain, extend, and operate a Cable System in the Township for a term of five (5) years (the "Current Franchise");

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the Township's grant of a renewal franchise to the Franchisee, the Franchisee's promise to continue to provide Cable Service to residents of the Township pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

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

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

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

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

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

1.7 *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states: "a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the [FCC] by regulation)."

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

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

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

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

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

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

1.14 *EG*: Educational or Governmental.

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

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

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

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

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

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

(1) Basic Service fees;

(2) fees charged to Subscribers for any service tier other than Basic Service;

(3) fees charged to Subscribers for premium Cable Services;

(4) fees charged to Subscribers for all Cable Service digital video tiers;

(5) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;

(6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;

(7) revenues from the provision of any other Cable Services;

(8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;

(9) fees for changing any level of Cable Service programming;

(10) fees for service calls;

(11) Cable Service plan protection fees;

(12) convenience fees;

(13) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);

(14) fees for leasing of Channels;

(15) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;

(16) advertising revenues (on a pro rata basis) as set forth herein;

(17) revenues from the sale or rental of Subscriber lists;

(18) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.20.5 below;

(19) fees for music services that are Cable Services over the Cable System;

(20) fees for DVR Cable Services;

(21) regional sports programming fees;

(22) broadcast retransmission fees;

(23) late payment fees;

(24) billing and collection fees;

(25) NSF check charges;

(26) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Township; and

(27) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with Subsection 1.20.8 below.

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

Gross Revenue shall not include:

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

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

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

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

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

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

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

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

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

1.20.10 Program launch fees;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.37 *Transfer of the Franchise*:

1.37.1 Any transaction in which:

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

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

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

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

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

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

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

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

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

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

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

2.5.2 The Franchisee's notice pursuant to Subsection 2.5.1 shall specify either the change in law or the lesser burden in an authorization to a competitive VSP and the resulting change in obligations. The Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law or the alleged lesser burden.

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

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

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

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

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

2.8 *No Waiver*:

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

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

2.9 *Construction of Agreement*:

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

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

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

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

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

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

3. <u>PROVISION OF CABLE SERVICE</u>

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

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

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

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

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

3.4.2 Each public K-12 school, and each non-public K-12 school that (i) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6301 et seq., and (ii) is considered a non-public, non-licensed school under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6701-6721, located in the Service Area, as may be designated in Exhibit A; provided, however, that the Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such school building. Furthermore, the Franchisee shall be permitted to recover, from any school building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

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

4. SYSTEM FACILITIES

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

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

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

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

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

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

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

4.6 *Emergency Alert System*: The Franchisee shall comply with the applicable requirements of the FCC and the Commonwealth of Pennsylvania with respect to the operation of an Emergency Alert System ("EAS") and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. EG SERVICES

5.1 *EG Channel Set Aside:*

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

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

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

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

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

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

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

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

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

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

6. FRANCHISE FEES

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of four percent (4%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, along with interest at six percent (6%) of the amount from the date such underpayment was due, and shall credit any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee than is required by this Agreement, the Township shall provide the Franchisee with written notice of such issuance or renewal and the percentage of the Franchisee's franchise fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

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

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

6.4 *Audits*:

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

8. REPORTS AND RECORDS

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

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

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

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

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

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

9. INSURANCE AND INDEMNIFICATION

9.1 *Insurance*:

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

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

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

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

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

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

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

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

9.2 *Indemnification*:

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

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

10. <u>TRANSFER OF FRANCHISE</u>

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior written consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.37 above.

11. RENEWAL OF FRANCHISE

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

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

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

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

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

For failure to provide Cable Service as set forth in Sections 3.1-3.4	$275/day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4.1	$275/day for each day the violation continues;
For failure to provide EG services to the community as specified in Section 5.1	$275/day for each day the violation continues;
For failure to comply with franchise fee audit requirements as set forth in Section 6.4	$275/day for each day the violation continues;
For failure to provide the Township with any reports or records required by this Agreement within the time period required	$275/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards as set forth in Exhibit B	$675 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Subsection 9.1.1	$275/day for each day the violation continues; and
For a Transfer specified in Article 10 without required approval	$275/day for each day the violation continues.

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

13.7.1 Notices to the Franchisee shall be mailed to:

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

With a copy to:

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

13.7.2 Notices to the Township shall be mailed to:

Plymouth Township Municipal Building
700 Belvoir Road
Plymouth Meeting, PA 19462
Attention: Township Manager

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PLYMOUTH TOWNSHIP

By: ____

Print: ____

Title: ____

Date: ____

VERIZON PENNSYLVANIA LLC

By: ____

Print: ____

Title: ____

Date: ____

<u>EXHIBITS</u>

Exhibit A – Cable Service to Public Buildings

Exhibit B – Customer Service Standards

EXHIBIT A

CABLE SERVICE TO PUBLIC BUILDINGS

Plymouth Township Administration Building and Public Works Garage
700 Belvoir Road, Plymouth Meeting, PA 19462

Greater Plymouth Community Center
2910 Jolly Road, Plymouth Meeting, PA 19462

Colonial Middle School
716 Belvoir Road, Plymouth Meeting, PA 19462

Plymouth Elementary School
542 Plymouth Road, Plymouth Meeting, PA 19462

Ridge Park Elementary School
200 Karrs Lane, Conshohocken, PA 19428

Center for Technical Studies
821 Plymouth Road, Plymouth Meeting, PA 19462

Epiphany of Our Lord School
3040 Walton Road, Plymouth Meeting, PA 19462

Plymouth Friends School
2150 Butler Pike, Plymouth Meeting, PA 19462

Silver Springs-Martin Luther School
508 Township Line Road
Plymouth Meeting, PA 19462

Plymouth Fire Company No. 1
1323 Colwell Lane, Conshohocken, PA 19428

Harmonville Fire Company No. 1
2100 Butler Pike, Plymouth Meeting, PA 19462

Harmonville Fire Company No. 1 - Station 2
904 Germantown Pike, Plymouth Meeting, PA 19462

Plymouth Community Ambulance Association
902 Germantown Pike, Plymouth Meeting, PA 19462

East Norriton-Plymouth-Whitpain Joint Sewer Authority
200 Ross Street, Plymouth Meeting, PA 19462

EXHIBIT B

CUSTOMER SERVICE STANDARDS

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

SECTION 1: DEFINITIONS

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

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

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

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

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

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

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

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

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

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

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

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: SUBSCRIBER COMPLAINTS

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

SECTION 6: BILLING

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

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

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

(1) The Subscriber pays all undisputed charges;

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

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

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

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

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

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

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

SECTION 7: RATES, FEES, AND CHARGES

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

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

SECTION 8: DISCONNECTION/DENIAL OF SERVICE

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

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

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

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

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

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

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

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

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

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

(1) Products and Cable Services offered;

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

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

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

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

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

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

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

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

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

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

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

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

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

MOTION 4.B

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Adopt Ordinance 1720: Mixed Use Gateway Zoning District, per the attachment.

Motioned by: William Winchester Jr.

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Joel Rowe, Zoning Officer

DATE: September 3, 2026

SUBJECT: Mixed-Use Gateway District Ordinance

Overview
The proposed action requests Township Council approval to amend the Plymouth Township Zoning Ordinance by establishing a new Mixed-Use Gateway (MUG) District. This ordinance is brought forward by Township Staff and the County Planner to create a transitional, pedestrian-friendly zone between lower-density residential neighborhoods and major transportation corridors in the Ridge Pike and Colwell Lane area, encouraging well-integrated, high-quality housing and commercial options.

Key Changes

- **New Zoning District (MUG):** Introduces the Mixed-Use Gateway District into the Township's zoning code as a text and map amendment to encourage integrated, master-planned developments.
- **New Definitions & Uses:** Adds technical definitions for "Green Roof" (counted as pervious coverage) and "Pet Resort," while establishing a permitted mix of multi-family residential, retail, restaurants, offices, and health clubs.
- **Use Requirements & Restrictions:** Mandates that developments maintain at least 50% residential and 30% non-residential floor area and explicitly prohibit drive-through windows.
- **Dimensional & Density Standards:** Sets a minimum tract size of 10 acres, a maximum building height of 75 feet (expandable to 85 feet with bonuses), a maximum impervious coverage of 75%, and a minimum green space requirement of 25%.
- **Density & Height Bonuses:** Permits increased height and density in exchange for the inclusion of 10% attainable housing units for households earning 100% to 120% of the county median income.

Policy Considerations
Creating the MUG District is a smart way to turn car-heavy highways into lively, walkable areas where people can live, shop, and work in one place. It protects nearby neighborhoods by requiring exterior design standards, green buffer spaces, and strict rules for businesses like pet resorts. At the same time, it helps with local housing needs by offering a bonus for developers who include moderately priced apartments, while making sure traffic is properly managed through required studies and better street layouts.

Fiscal Impact
There is no direct expenditure or fiscal impact on the Township's operating budget associated with the adoption of this zoning text and map amendment. Future private developments within the MUG District is expected to generate long-term fiscal benefits through increased real estate tax revenues, local economic activity, and required developer-funded public infrastructure and transportation improvements.

Recommendation
Staff recommends that Council approves Ordinance 1720 Mixed-Use Gateway District Ordinance.

PLYMOUTH TOWNSHIP

ORDINANCE NO. 1720

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWNSHIP OF PLYMOUTH, PENNSYVLANIA AT PART II [CODE OF ORDINANCES], APPENDIX B [ZONING], BY AMENDING AND RESTATING ARTICLE II [DEFINITIONS], BY AMENDING AND RESTATING ARTICLE III [ESTABLISHMENT OF DISTRICTS], BY AMENDING AND CREATING ARTICLE XVI [SIGNS], BY CREATING ARTICLE XLI [MIXED-USE GATEWAY DISTRICT] AND AMENDING THE ZONING MAP TO CREATE A MIXED-USE DISTRICT TO SERVE AS A GATEWAY AT THE INTERSECTION OF TWO (2) OF THE TOWNSHIP'S SIGNIFICANT CORRIDORS AND SERVING AS A TRANSITION ZONE AND ESTABLISHING PROVISIONS THEREFOR

CERTIFICATION

I, MATT WEST, BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT I AM THE TOWNSHIP MANAGER IN PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AND THAT ATTACHED HERETO IS A TRUE AND COMPLETE CORRECT COPY OF ORDINANCE NO. [X]

____
Matt West, Township Manager
_____________, 2026

ENACTED: ___________

PLYMOUTH TOWNSHIP

ORDINANCE NO. 1720

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWNSHIP OF PLYMOUTH, PENNSYVLANIA AT PART II [CODE OF ORDINANCES], APPENDIX B [ZONING], BY AMENDING AND RESTATING ARTICLE II [DEFINITIONS], BY AMENDING AND RESTATING ARTICLE III [ESTABLISHMENT OF DISTRICTS], BY AMENDING AND CREATING ARTICLE XVI [SIGNS], BY CREATING ARTICLE XLI [MIXED-USE GATEWAY DISTRICT] AND AMENDING THE ZONING MAP TO CREATE A MIXED-USE DISTRICT TO SERVE AS A GATEWAY AT THE INTERSECTION OF TWO (2) OF THE TOWNSHIP'S SIGNIFICANT CORRIDORS AND SERVING AS A TRANSITION ZONE AND ESTABLISHING PROVISIONS THEREFOR

WHEREAS, the Plymouth Township Council is duly empowered by the First Class Township Code, 53 P.S. § 55101, *et seq.*, to enact certain regulations relating to the public health, safety and welfare of the residents of Plymouth Township; and

WHEREAS, the Plymouth Township Council has adopted a comprehensive zoning ordinance, known as the Plymouth Township Zoning Ordinance of 1960, as amended, in accordance with the provisions of Article VI of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, which is intended to provide for the orderly development and redevelopment of Plymouth Township;

WHEREAS, the First Class Township Code, Township Charter, and Pennsylvania Municipalities Planning Code, *supra*, authorize the Township Council to make, amend and adopt amendments to the Plymouth Township Zoning Ordinance of 1960, as amended, that are consistent with the Constitution and laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the best interests of its residents; and

WHEREAS, the Plymouth Township Council have determined that certain amendments to the Plymouth Township Zoning Ordinance of 1960, as amended, are required to create and establish regulations for a Mixed Use Gateway District within Plymouth Township.

*****

NOW THEREFORE, be it enacted by the Plymouth Township Council that:

<u>SECTION 1.</u> **Amendment to Appendix B [Zoning], Article II [Definitions], Section 200 [Definitions] to add definitions for green roof and pet resort.**

The Code of Ordinances of the Township of Plymouth, Part II [Code of Ordinances], Appendix B [Zoning], Article II [Definitions], Section 200 [Definitions] is hereby restated and amended to add the following:

GREEN ROOF

An engineered, multilayered roofing system sustaining the growth of plants on a rooftop while protecting the integrity of the underlying structure. The components of a green roof typically consist of a waterproofing membrane, root barrier, drainage layer, retention layer, filter fabric, growing medium and plants. The "green" portion of a green roof shall be considered pervious coverage for the purpose of calculating pervious and impervious coverage on a lot.

PET RESORT

Facilities routinely used for daily and overnight boarding of pets, doggie day care, grooming and spa services, training, rehabilitation and swim therapy, exercise, and/or socialization of pets.

<u>SECTION 2.</u> **Amendment to Appendix B [Zoning], Article III [Establishment of Districts], Section 300 [Classes of Districts] to add the MUG Mixed-Used Gateway District.**

The Code of Ordinances of the Township of Plymouth, Part II [Code of Ordinances], Appendix B [Zoning], A Article III [Establishment of Districts], Section 300 [Classes of Districts] is hereby restated and amended to add the underlined language (<u>example</u>) as follows:

For the purpose of this ordinance, the township is hereby divided into classes of districts which shall be designated as follows:

AA	Residential Districts
A	Residential Districts
B	Residential Districts
C	Residential Districts
D	Residential Districts
D-1	Residential District
RS	Residential Special Districts
MUV	Mixed-Use Village Residential District

C	Commercial Districts
SC	Shopping Center Districts
OL	Office Laboratory Districts
CI	Campus Industrial Districts
IP	Industrial Park Districts
LI	Limited Industrial Districts
HI	Heavy Industrial Districts
[H-RA]	High-Rise Apartment Districts
FP	Flood Plain Conservation Districts
LC	Limited Commercial Districts
[OSR]	Open Space Recreation Districts
[PO]	Planned Recovery District
RRR	Resource Recovery District
MU	Mixed Use Planned Development District
BP	Business Park District
<u>MUG</u>	<u>Mixed-Use Gateway District</u>

…

<u>SECTION 3.</u> Amendment to Appendix B [Zoning], Article XVI [Signs], to add Section 1602.6 [Signs Permitted in the Mixed Use Gateway District].

The Code of Ordinances of the Township of Plymouth, Part II [Code of Ordinances], Appendix B [Zoning], Article XVI [Signs] is hereby restated and amended to add Section 1602.6 [Signs Permitted in the Mixed Use Gateway District] as follows:

Section 1602.6 Signs permitted in the Mixed-Use Gateway District.

A. In conjunction with a development in the Mixed-Use Gateway District any combination of the following types of signs shall be permitted:

1. Freestanding signs. One freestanding sign shall be permitted for every 450 feet of property frontage along Ridge Pike. Such freestanding signs shall be of a complementary architectural style to the buildings within the development, shall not exceed 25 feet in height, nor contain more than 200 square feet of sign area per side (maximum two sides).

2. Monument signs. One monument sign shall be permitted for every 500 feet of property frontage

along Colwell Lane. Such monument signs shall be of a complementary architectural style to the buildings within the development, shall not exceed 6 feet in height, nor contain more than 120 square feet of sign area per side (maximum two sides).

3. Wall signs.

   (a) Individual retail, office, or commercial establishments within a development in the Mixed-Use Gateway District shall be permitted signs on each exterior wall facing a public street or a private street or accessway. Such signs shall not exceed 10% of the facade on which the signs are located or 200 square feet, whichever is less.

   (b) Residential identification signage shall be permitted on each exterior wall facing a public street or private street or accessway. Each such identification signage shall not exceed 200 square feet in area.

4. Directional signs. Directional signs within a development in the Mixed-Use Gateway District shall be permitted, either freestanding or building mounted. Such signs may contain the names of specific tenants as well as other public information to direct both pedestrians and motorists through the site to the location of various uses including but not limited to general tenant parking areas, residential parking structures, parks, exits and entrances to the development. Signs shall be sized appropriately to be visible to pedestrians, motorist or both depending on location, but in no event shall any one sign be larger than 32 square feet in area. The total number of directional signs and their location shall be determined by Township Council.

5. Project identification signs. Project identification signs providing the project name or other identifying feature, but no other tenant advertising, shall be permitted within the development which also may be visible outside

the development. Such signage shall be of a complimentary style to the development and shall be no larger than 200 square feet in area. The total number of project identification signs and their location shall be determined by Township Council.

<u>SECTION 4.</u> **Amendment to Appendix B [Zoning], to create Article XLI [Mixed Use Gateway District].**

The Code of Ordinances of the Township of Plymouth, Part II [Code of Ordinances], Appendix B [Zoning], Article XLI [Mixed Use Gateway District] is hereby created as follows:

Section 4100 Legislative intent.

A. To create a mixed-use gateway district to serve as a transitional zone between lower-density residential areas of the township and major transportation corridors.

B. To encourage a complementary mixture of land uses that will offer high-quality housing options, employment opportunities, and commercial services within an integrated site.

C. To encourage the provision of a pedestrian-friendly environment while also ensuring efficient vehicular access to and from the district, reflecting the district's strategic gateway location.

Section 4101 General district regulations.

A. The tract to be developed shall be serviced by public water and public sanitary sewer.

B. The lots or parcels to be developed shall be in one ownership, or shall be the subject of an application filed jointly by the owners or equitable owners.

C. Developments within the Mixed-Use Gateway district shall be designed to be compatible in their residential and non-residential components in terms of architecture and building materials for new buildings, and vehicular and pedestrian systems.

D. Internal Vehicular Circulation Grid. Development tracts greater than 10 acres in gross land area shall have internal accessways that connect to adjacent arterial roadways and interconnect within the development to create a logical internal vehicular circulation grid. Such internal accessways are encouraged to include design features such as textured crosswalks and landscaped medians. Additional standards, such as setbacks, pertaining to such internal accessways are contained herein.

E. Transportation Impact Study. A transportation impact study prepared in accordance with accepted methodology and containing any supplemental information deemed necessary by the Plymouth Township Traffic Engineer, shall be required at the time of land development. The scope of the study shall be approved by the Plymouth Township Traffic Engineer, and must include an analysis of parking requirements, pedestrian connections, site circulation, and any required off-site improvements.

Section 4102 Use regulations.

A. Permitted Uses. A building or combination of buildings may be erected, altered, or uses, and a lot may be used or occupied for any of the following purposes, and no other:

1. Multi-family residential, provided the following standards are met:

   a. The maximum density shall be not greater than thirteen (13) dwelling units per developable acreage; however, the maximum density may be increased to not greater than sixteen (16) dwelling units per developable acreage provided the bonus requirements in § 4104 below are met.

   b. Dwelling units shall not be located on the same floor as commercial uses.

   c. Active ground floor commercial consisting of any uses in § 4102.A.2. through 7. below shall be required on the ground floor of any multi-family residential building. Such ground floor uses must occupy a minimum of 20% of the gross leasable floor area of the ground floor of the multi-family residential building.

2. Retail sales.

3. Retail services, excluding hotels and motels, gas/convenience/car wash stores or other motor vehicle fuel sales.

4. Restaurant, tearoom, café, confectionery or similar establishment serving food or beverages.

5. Indoor theater, bowling alley, athletic or health club.

6. Business, medical or professional office, studio, bank or financial institution.

7. Child day-care center.

8. Parks, open space uses, and plazas.

9. Accessory use on the same lot with, and customarily incidental to, any permitted principal use, including surface parking lots, parking structures, and outdoor dining, subject to all applicable standards.

10. No-impact home-based businesses.

11. The following uses when authorized as a special exception subject to the provisions of Article XXI, § 2101.B., herein:

    a. Animal hospital;

    b. Pet resort, provided the following conditions are met:

        i. A pet resort may provide services for household pets such as dogs, cats, birds, and the like. There shall be no boarding of livestock or exotic animals.

ii. The use may include an accessory on-site retail component for sale of pet food and pet accessories.

iii. Any outdoor space where animals will have access shall be adequately fenced and located at least 200 feet from any residential property lines.

iv. Sound attenuation techniques shall be provided within the building, in order to minimize noise impact on adjacent properties.

v. Animals shall be housed indoors. There shall be no unsupervised keeping of animals in outdoor pens, cages, or play areas. Supervised outdoor exercise shall be permitted. No more than 20 dogs may be in outdoor play areas at any given time, and no animals shall be outdoors between 9:00 pm and 7:00 am.

vi. There shall be no breeding or retail sale of pets associated with the use (this shall not preclude not-for-profit pet adoption activities).

vii. A qualified staff person shall be on-site at all times that animals are on-site.

12. Drive-through windows and facilities are specifically not permitted in the Mixed-Use Gateway district.

B. Mixed-Use Requirements. Developments in the Mixed-Use Gateway district shall meet the following mix of use requirements.

1. Minimum percent gross leasable floor area devoted to residential: 50%

2. Minimum percent gross leasable floor area devoted to non-residential: 30%

Section 4103 Dimensional regulations.

All uses within the Mixed-Use Gateway district shall meet the following dimensional requirements:

A. Building Height. The maximum height of any building shall be 75 feet; however the maximum height for a multi-family residential building may be increased to a maximum of 85 feet provided the bonus requirements in § 4104 below are met. Buildings greater than 4 stories in height, shall include adequate articulation both horizontally and vertically at minimum 100’ intervals along the length of all sides to avoid the appearance of a monolithic structure.

B. Minimum Lot Area. Minimum 10 acres.

C. Setback and Buffer Requirements.

1. Existing external streets, other than limited-access highways. Buildings shall be set back a minimum of 30 feet, and parking areas shall be set back a minimum of 20 feet from ultimate rights-of-way of existing external streets.

2. Limited-access highways. Buildings shall be set back a minimum of 30 feet, and parking areas shall be set back a minimum of five (5) feet from property lines abutting a limited-access highway.

3. Internal accessways. Buildings, and parking areas shall be set back a minimum of 10 feet from the curbline of internal accessways.

4. Other external property lines. New buildings and parking areas shall be set back a minimum of 40 feet from all other external property lines, except that a minimum setback of 50 feet shall apply along all external property lines that directly abut a residential zoning district.

5. A landscaped buffer of 20 feet in width shall be provided along external property lines that directly abut a residential zoning district.

D. Building Spacing. The minimum setback between any portions of separate buildings on the development tract shall be:

1. Portions of buildings up to 35 feet in height: 20 feet.

2. Portions of buildings greater than 35 feet in height: 35 feet.

E. Impervious Surface Coverage. Maximum 75% of gross lot area.

F. Green Space Area Requirement. Minimum 25% of gross lot area. Up to 30% of any Green Roof may be used to satisfy the requirements for Green Space Area.

G. Parking Requirement. Off-street parking for residential uses shall be provided at the rate of 1 parking space per bedroom. Off-street parking for non-residential uses shall be provided at the rate of 4 parking spaces per 1,000 square feet of gross leasable floor area.

H. Shared Parking. Two (2) or more uses may provide for required parking in a common parking lot if the total of the spaces provided is not less than the sum of the spaces required for each use individually, provided however, that the same number of spaces required in a common parking facility may be reduced below this total if it can be adequately demonstrated, by a parking study prepared by a qualified professional, to the satisfaction of the Township that the hours or days of peak parking needed for the uses are so different that the lower total will provide adequate parking for all uses proposed as part of the unified mixed-use development. Any change in use or additional use shall require a new parking study and approval for shared parking.

Section 4104 Bonus provisions.

The maximum building height and maximum density for multi-family residential developments within the Mixed-Use Gateway district may be increased according to the following:

A. Inclusion of Attainable Units, in accordance with the following provisions:

1. Attainable Units shall be reserved for households earning between one-hundred percent (100%) and one-hundred-twenty (120%) percent of Household Median Income (HMI) of Montgomery County as determined on an annual basis by the Pennsylvania Housing Finance Agency (PHFA).

2. Ten percent (10%) of the total number of dwelling units in any multi-family residential development, but no fewer than five (5) dwelling units, shall be designated as Attainable Units. If after 12 months of diligent marketing there have been no applicants that income qualify for Attainable Units, the Attainable Units may be leased at market rate. Upon the vacation of an Attainable Unit by a market rate paying tenant, the Attainable Unit shall be marketed for another 12-month period to Attainable Unit income qualifying applicants.

3. All Attainable Units shall be rental units and shall be maintained by the property owner, management company, or homeowners' association or similar entity. Any such entity managing the Attainable Units must provide additional occupancy information to the Township as requested and required by this article.

4. The unit mix of Attainable Units shall be proportional to the unit mix of the overall multi-family residential development on the subject property (i.e. 10% of each bedroom type, 1br, 2br, etc.).

5. Residents of Attainable Units not in breach of the terms of their lease or of any rules or regulations of the property shall have equal access to all amenities of the multi-family residential development.

6. An annual report shall be prepared by the property owner, management company, homeowners' association or similar entity. and provided to the Township Manager which demonstrates compliance with the attainable housing requirements of this article. The report

shall be received by January 31st annually for the preceding calendar year and shall include the total number of units in the building, the breakdown of the unit mix of the subject property, and for Attainable Units only the following information: the total number of Attainable Units, the unit mix of the Attainable Units, Attainable Unit tenant incomes and rents, Attainable Unit locations within the multifamily dwelling building(s), and square footage per Attainable Unit. The Township may establish procedures, forms and documentation to assist with the implementation, administration and compliance with the attainable housing provisions.

7. Those resident(s) that live in the Attainable Units shall be permitted to remain in those units as long as they qualify based on their income, and they are not in breach of the terms of their lease or any rules or regulations of the property. If at some point the resident(s) exceeds the income threshold for two (2) consecutive reporting years, then the resident(s) will no longer qualify to live in the attainable unit. In such case, the resident(s) shall be required to relinquish their Attainable (housing) Unit when their lease would next renew.

Section 4105 Site design and architectural standards.

The intent of these standards is to ensure development contributes to a high-quality, mixed-use environment without limiting design flexibility and innovation. The applicant shall submit plans, elevations, renderings, reports, documents and samples, as appropriate to demonstrate general compliance with the following standards:

A. Building design.

1. Primary façade. Any building façade with a pedestrian entrance shall be treated as a primary façade. The ground floor of any primary façade shall have a minimum transparency of 60%. Walls or portions of walls where windows are not provided shall have architectural treatments and

details, such as a change in building material or color, lighting fixtures, decorative tiles, hanging planters, awnings and/or similar features.

2. Secondary façade. All other building façades shall be treated as a secondary façade. Secondary façades must have architectural treatments and building materials that are generally complimentary to the primary façade.

3. Building entrances. All building entrances on primary facades shall be accentuated. Permitted entrance accents include: recessed, protruding, canopy, portico, overhang and/or similar feature.

4. Smoke, reflective, or black glass in windows or doors is prohibited.

5. When a flat roof is proposed, a parapet wall, mansard roof, or projecting cornice shall be provided along all roof edges, the height of which shall not exceed three (3) feet above the maximum building height permitted.

B. <u>Pedestrian and transit-oriented design elements</u>.

1. Sidewalks or other walkways with a minimum paved width of five (5) feet shall be provided as required to ensure access from all external streets and to provide sufficient pedestrian access between and among all uses on site.

2. Provisions for pedestrian safety within parking areas shall be provided through a combination of sidewalks, delineated crosswalks, traffic calming devices, signage, and/or other measures.

3. Crosswalks shall be clearly delineated at all internal accessway intersections and where sidewalks cross driveway openings along external streets.

4. Site amenities such as bicycle racks, benches, and trash receptacles shall be provided in appropriate locations.

5. If a public transit bus stop is located along the frontage of the tract being developed, the

applicant is required to incorporate a direct pedestrian connection to the bus stop location and other amenities such as a shelter or enclosure, seating, and schedule information, in compliance with the local transit agency's standards.

C. Landscaping and buffering. Landscaping and buffering, including street trees, softening buffers, screen buffers, individual lot landscaping, parking lot landscaping and detention basin landscaping, shall be provided in accordance with the requirements of the Township Subdivision and Land Development Ordinance.

1. For the purposes of compliance with the Subdivision and Land Development Ordinance, the Mixed-Use Gateway District shall comply with ______ as provided in Table 1, Minimum Planting Requirements, and Table 2, Screen Buffer Requirements.

2. Foundation plantings shall be provided between the sidewalk and any non-residential or multi-family residential building. Where foundation plantings are not feasible, decorative architectural features, such as permanent planters or window boxes may be used.

D. Screening of equipment.

1. Rooftop equipment.

a. Rooftop HVAC systems, elevator equipment, or any other mechanical equipment shall be screened from view from adjacent buildings and from ground level using similar building materials and in a manner that is consistent with the architectural design of the building.

b. The height of such rooftop equipment shall not exceed ten (10) feet above the maximum building height permitted.

2. Loading docks and/or loading zones shall be incorporated into the overall site design. These areas shall be located and screened so that the visual and acoustic impact of these functions are

mitigated to the greatest extent feasible and out of view of adjacent properties and public streets.

3. Refuse collection areas.

a. Refuse collection areas shall be located within the building, wherever feasible.

b. Where indoor refuse collection and storage is not feasible, the refuse collection area shall be enclosed in a manner architecturally similar to the building which it serves and be located to minimize visual impact to adjacent properties.

c. Exterior refuse collection areas shall be set back a minimum of 50 feet from all property lines abutting a residential zoning district.

E. Common open space. In lieu of the open space dedication requirement in § 519.D.1., a minimum of 100 square feet per residential unit of outdoor amenity space shall be developed as common open space, which may be comprised of both exterior and interior amenity spaces including those areas available exclusively to the residents of multi-family housing.

1. Common open space shall consist of parks, plazas, courtyards, including rooftop courtyards, gardens, water features and other similarly improved common areas and amenities provided for the benefit of the residents, tenants and/or customers of the development.

2. Trail and sidewalk connections shall be provided to connect the buildings on the site to the common open space amenities.

3. For the purposes of determining compliance with this section, common open space may include and be a part of the green space area requirement of § 4103.F., subject to the following:

a. Up to 25% of the required common open space area can be used for natural features preservation or stormwater management, provided the stormwater management facilities are designed as a vegetated amenity, such as rain gardens.

b. Required landscape islands within surface parking lots and required buffer and setback areas, shall not be included as part of the required common open space, unless such spaces are over 2,000 square feet and are improved with passive features such as benches, planters, water features, trellises or other amenities making the space usable.

F. Special Conveyancing. When a parcel or parcels are developed as a mixed-use gateway development pursuant to § 4100 et seq., then the creation of and conveyance of a lor or parcel(s) within such mixed-use gateway development shall be permitted upon compliance with the following conditions:

1. Irrevocable cross-easements in favor of, and duly binding on, all title owners within the area of the mixed-use gateway development, their successors and assigns, with respect to use, control and maintenance of the common areas including access, green space, and parking areas are in effect and recorded. All mixed-use gateway developments shall be submitted to the Township solicitor for review prior to recording of same.

2. The application of zoning regulations including, but not limited to, coverage, impervious coverage, parking, loading, and landscaping, as well as required area, width and yard regulations shall apply to the overall approved mixed-use gateway development and the individual lots or parcels created pursuant to this section need not comply with such zoning requirements.

SECTION 5. Amendment to the Zoning Map.

A. The Zoning Map of the Township of Plymouth is hereby amended to designate the following parcels to be included in the Mixed Use Gateway District:

(1) Tax Map Parcel No. 49-00-02584-00-4, known as 611 Ridge Pike and located in the Commercial District.

(2) Tax Map Parcel No. 49-00-10333-00-4, known as 611 Ridge Pike and located in the Commercial District.

(3) Tax Map Parcel No. 49-00-02585-00-3, known as 625 Ridge Pike and located in the Commercial District.

(4) Tax Map Parcel No. 49-00-02585-30-9, known as 625 Ridge Pike and located in the Commercial District.

(5) Tax Map Parcel No. 49-00-10336-00-1, known as 625 Ridge Pike and located in the Commercial District.

(6) Tax Map Parcel No. 49-00-10078-00-7, known as 680 Ridge Pike and located in the Limited Industrial District.

(7) All that area included within the right-of-way of Interstate Route 476 (The Blue Route) located North of Ridge Pike and West of Chemical Road and Tax Map Parcel No. 49-00-10078-00-7 and located within the Limited Industrial District.

(8) All that area included within the right-of-way of Interstate Route 476 (The Blue Route) located South of Ridge Pike between Tax Map Parcel Nos. 49-00-03091-7-66, 49-00-02585-00-3, 49-00-10336-00-1 and the centerline of said Interstate Route 476 and located within the Commercial District.

B. The Zoning Map of the Township of Plymouth is hereby amended to designate the following parcel to be included in the D Residential District:

(1) Tax Map Parcel No. 49-00-03091-7-66, known as the common area of Hillcrest Glen, for the portion of said parcel located in the Commercial District.

C. An illustrative version of the graphic changes to the Zoning Map of the Township of Plymouth is attached hereto as Exhibit "A." Exhibit "A" is for illustrative purposes only and the Zoning Map of the Township of Plymouth shall be properly updated in accordance with the provisions of this Ordinance.

<u>SECTION 6.</u> Repeal and Ratification

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

SECTION 7. **Severability**

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

SECTION 8. **Effective Date**

This Ordinance shall become effective immediately upon enactment.

*****

ORDAINED AND ENACTED this _______ day of _________________ 2026, by the Plymouth Township Council.

PLYMOUTH TOWNSHIP COUNCIL

[Seal]

____
LYNNE M. VISCIO, *Chair*

Attested by:

____
MATT WEST, *Manager/Secretary*

EXHIBIT "A"

Zoning Map Amendment

MOTION 4.C

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the meeting minutes for August 3, 2026, Workshop Meeting and August 10, 2026, Business Meeting.

Motioned by: Kristin Frederick Leonard

Seconded by:

PLYMOUTH TOWNSHIP

WORKSHOP MEETING

August 3, 2026

Plymouth Township Council held its Workshop Meeting in preparation for the Business Meeting scheduled for August 10, 2026, at the Plymouth Township Building. The following officials were in attendance:

Council:	Lynne Viscio ------------------------- Chair Kristin Frederick Leonard ------------ Vice-Chair Aaron Nelson William Winchester, Jr. Christopher Manero
Staff:	Matt West --------------- Township Manager Alex Glassman ----------- Township Solicitor Lonnie Manai ------------ Township Engineer Kellen Jarrett ---------- Finance Director Chris Loschiavo --------- Public Works Director John Myrsiades ---------- Chief of Police Kevin Kochanski --------- Planning & Zoning Director Len Hess ---------------- IT Director Rick Carbo -------------- Bldg. & Grounds Director Joanna Sharapan --------- Parks & Rec. Asst. Director

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE -** The Workshop Meeting was called to order at 6:00 p.m. and Chairwoman Viscio led the Pledge of Allegiance.

2. **ANNOUNCEMENTS –**

A. Council met in an Executive Session on July 24, 2026, to discuss litigation.

B. Council will meet in an Executive Session at the conclusion of this meeting to discuss personnel and litigation.

3. **PRESENTATION ITEMS –**

A. 5-Year Comprehensive Capital Improvement Plan (CIP) – Mr. West and Mr. Jarrett presented the five-year Capital Improvement Plan, which is intended to guide long-term infrastructure and capital investments through a structured, data-driven process rather than reacting to immediate needs or individual projects. The purpose of the plan is to identify all capital assets, estimate their replacement costs and timelines, and prioritize projects based on objective criteria.

Mr. West explained that every capital expense is evaluated using a locally defined standard of a one-time cost of at least $20,000 and a useful life of not less than five years. Department directors identified qualifying assets under their responsibility, estimated replacement costs and replacement dates, and scored each project using five evaluation factors: cost, savings, health and safety, community impact, and regulatory compliance.

The completed inventory includes 129 capital projects with an estimated value of approximately $46 million. Because funding every project is not feasible, the plan focuses on identifying the highest-priority projects for the next five years. Mr. West emphasized that the Capital Improvement Plan is a planning tool rather than a funding document. While it provides a roadmap for future investments, annual budget decisions will determine which projects are ultimately funded. The plan will be updated each year to reflect completed work, changing priorities, new capital needs, and revised cost estimates, ensuring it remains a living document that supports informed long-term decision-making.

Mr. Jarrett also presented several funding scenarios demonstrating the financial challenges associated with the township's capital needs. Funding every identified project over the next five years would result in substantial funding shortfalls. However, narrowing the focus to only high-priority projects creates a much more manageable financial outlook, particularly when combined with annual general fund transfers and successful grant applications. Officials cautioned that grants cannot be relied upon during the budgeting process and should be viewed as supplemental funding rather than guaranteed revenue. They encouraged Council to focus primarily on 2027, noting that projections beyond the following budget year become increasingly uncertain.

Council and Township staff discussed projects that could receive additional priority through the scoring process, such as solar panels and the parking lot expansion at JFK Park. The discussion concluded with broader comments about the township's long-term financial strategy. Council acknowledged that financing through municipal debt remains an available option if necessary but emphasized that borrowing should be considered a last resort. They explained that critical projects must move forward regardless of grant availability, while planned projects may be delayed until outside funding becomes available. Council also discussed the importance of generating additional revenue to address growing capital needs and recognized that many township facilities and parks are reaching the end of their useful lives. It was reiterated that the Capital Improvement Plan is intended to provide a transparent, organized framework for budgeting, grant applications, and long-term asset management, while allowing priorities to evolve as community needs change.

4. DISCUSSION ITEMS

A. Community Choice Aggregation Resolution – Mr. Bill Sabey discussed a proposed state policy, Community Choice Aggregation, that would allow Pennsylvania municipalities to purchase electricity on behalf of residents and businesses through a third-party administrator. He explained that the goal is to reduce electricity costs while increasing the use of renewable energy sources such as wind, solar, and hydropower. He also noted that similar programs in other states have lowered electricity rates and would also support Plymouth Township's clean energy goals.

Mr. Sabey explained that if authorized by the state, the township would not generate or distribute electricity itself. Instead, it would select a third-party organization to manage electricity purchasing. PECO would continue to deliver electricity, maintain the infrastructure, and handle customer billing. Residents would automatically be enrolled in the program but could opt out at any time and choose another electricity supplier or return to PECO's default service.

Council members asked questions about how the program would operate, the township's responsibilities, and how a third-party administrator would be selected. Mr. Sabey explained that the township's role would be limited to selecting the administrator and helping educate residents about the program, while consumers would retain complete freedom to opt out if they chose.

Several council members said they wanted more time to review the proposal but appreciated the additional explanation. Staff emphasized that the resolution under consideration did not commit the township to participating in the program. Instead, it simply expressed support for state legislation that will allow municipalities to offer Community Choice Aggregation in the future if they decide to participate.

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5. DEPARTMENTAL UPDATES– Council reviewed updates from the following departments: 1) Police Department, 2) Public Works Department, 3) Finance Department, 4) Engineering, 5) Building & Grounds Department, 6) IT Department, 7) Parks & Recreation Department, 8) Planning & Zoning Department, and 9) Township Manager.

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6. REVIEW OF AGENDA FOR UPCOMING BUSINESS MEETING

Potential Action Items for Business Meeting: August 10, 2026

A. Motion to Approve Hiring of Police Officer: Zachary Pellechia – Mr. Winchester will present this item.

B. Motion to Approve Hiring of Police Officer: Kyle Isleib – Mr. Manero will present this item.

C. Motion to Approve the meeting minutes for July 7, 2026, Workshop Meeting and July 13, 2026, Business Meeting – Mr. Nelson will present this item.

D. Motion to Approve the departmental reports and schedule of bills for July 2026 – Mr. Winchester will present this item.

E. Motion to Approve Change Order GC-006: Harmonville Fire Station Rebuild Project – Mr. Nelson will present this item.

F. Motion to Approve Change Order MC-003: Harmonville Fire Station Rebuild Project - Mr. Nelson will present this item.

G. Motion to Approve Change Order GC-004: Municipal Building Renovations – Mr. Manero will present this item.

H. Motion to Approve Change Order GC-005: Municipal Building Renovations – Mr. Manero will present this item.

I. Motion to Approve Change Order GC-006: Municipal Building Renovations – Mr. Winchester will present this item.

J. Motion to Approve Change Order EC-007: Municipal Building Renovations – Mr. Winchester will present this item.

K. Motion to Approve Change Order EC-008: Municipal Building Renovations – Mr. Nelson will present this item.

L. Motion to Approve Indemnification Agreement for Testing Activities for Sewer Interceptor Project: Joao & Bradley Construction Company, Inc. – Mr. Clarke will present this item.

M. Motion to Approve Indemnification Agreement for Testing Activities for Sewer Interceptor Project: Jurich, Inc. – Mr. Clarke will present this item.

N. Motion to Approve Second Annual Plymouth Township Native Tree Giveaway Program – Ms. Viscio will present this item.

O. Motion to Adopt the 5-Year Capital Improvement Plan – Ms. Viscio will present this item.

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7. Information Items for Business Meeting: August 10, 2026 –

A. Police Department Update - Chief Myrsiades will present this item.

B. Citizens Board Vacancy Announcements – Mr. Nelson will present this item.

C. Zoning Hearings – Mr. Manero will present this item.

D. Parks and Recreations Upcoming Events – Mr. Winchester will present this item.

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8. PUBLIC COMMENT -

Ms. Joan Martin – thanked Council for its work on the budget as well as their hard work relating to the Data Center. She asked whether the cost of the private road connected to the JFK Playground project has been included in the budget if the Township takes ownership of it. Also, she asked if the 83 trees a developer agreed to provide as part of a zoning variance will get planted or will be included in this year’s giveaway.

Mr. West stated he anticipated costs related to the road being included in the project's estimated budget but is unsure whether acquiring the road would require additional costs or what legal agreement would be needed. Mr. West stated those details are still being worked out and would be shared publicly once they were finalized. Mr. Carbo stated he can’t see all 83 trees being planted; however, the township will not lose the benefit of those trees. Mr. Winchester stated this years giveaway was intentionally limited to 60 trees to avoid ordering more than realistically distributed and planted.

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9. ADJOURNMENT - There being no further business, the Workshop Meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Annalisa Primus
Recording Secretary

PLYMOUTH TOWNSHIP

BUSINESS MEETING

August 10, 2026

Plymouth Township Council held its Business Meeting at the Plymouth Township Building. The following officials were in attendance:

Council:	Lynne Viscio ------------------------- Chair Aaron Nelson William Winchester Jr. Christopher Manero
Staff:	Matt West --------------- Township Manager Mike Clarke ------------- Township Solicitor John Myrsiades ---------- Chief of Police Lonnie Manai ------------ Woodrow & Associates

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – The Business Meeting was called to order at 7:00 p.m. and Chairwoman Viscio led the Pledge of Allegiance.

2. ANNOUNCEMENTS –

A. Council met in Executive Session on August 3, 2026, to discuss litigation.

B. Council will meet in an Executive Session at the conclusion of this meeting to discuss potential litigation.

3. PRESENTATION ITEMS

A. 5-Year Comprehensive Capital Improvement Plan (CIP)- Mr. West stated the township has developed its first five-year Capital Improvement Plan through a collaborative effort involving staff and council. The plan is intended as a planning document, not a funding document, and is designed to help the township forecast capital purchases and investments, improve decision-making, and address both short- and long-term needs. Capital improvements are defined as one-time expenses of at least $20,000 with a useful life of more than four years, excluding the annual road paving and slip-lining programs. Mr. West stated staff created and prioritized a master inventory of 129 capital items using five evaluation criteria, with projects ranked based on their overall scores. The plan distinguishes between critical projects that require action and planned projects that may be deferred depending on circumstances such as grant funding.

The Capital Improvement Plan will be reviewed and updated annually, while specific projects will be considered for funding through the township’s annual budget process, allowing priorities to change as projects are completed, new needs arise, or unexpected failures occur. Mr. Jarrett explained the projects into greater detail along with the funding and funding sources with each different scenario.

4. ACTION ITEMS –

A. Motion to Approve Hiring of Police Officer: Zachary Pellechia – Mr. Winchester made a motion to approve the hiring of Police Officer Zachary Pellechia. The motion was seconded by Mr. Manero. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

B. Motion to Approve Hiring of Police Officer: Kyle Isleib – Mr. Manero made a motion to approve the hiring of Police Officer Kyle Isleib. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

C. Motion to Approve the meeting minutes for July 7, 2026, Workshop Meeting and July 13, 2026, Business Meeting – Mr. Nelson made a motion to approve the meeting minutes for July 7, 2026, Workshop Meeting and July 13, 2026, Business Meeting. The motion was seconded by Mr. Winchester. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

D. Motion to Approve the departmental reports and schedule of bills for July 2026 – Mr. Winchester made a motion to approve the departmental reports and schedule of bills for July 2026. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

E. Motion to Approve Change Order GC-006: Harmonville Fire Station Rebuild Project – Mr. Nelson made a motion to approve the change order GC-006 for the Harmonville Fire Station Rebuild in the amount of $779.63. The motion was seconded by Mr. Manero. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

F. Motion to Approve Change Order MC-003: Harmonville Fire Station Rebuild Project – Mr. Nelson made a motion to approve the change order MC-003 for the Harmonville Fire Station Rebuild in the amount of $1,088.00. The motion was seconded by Mr. Manero. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

G. Motion to Approve Change Order GC-004: Municipal Building Renovations – Mr. Manero made a motion to approve the credit change order GC-004 for the Municipal Building Renovations in the amount of $36,767.39. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

H. Motion to Approve Change Order GC-005: Municipal Building Renovations – Mr. Manero made a motion to approve the credit change order GC-005 for the Municipal Building Renovations in the amount of $12,882.54. The motion was seconded by Mr. Winchester.
A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

I. Motion to Approve Change Order GC-006: Municipal Building Renovations – Mr. Winchester made a motion to approve the credit change order GC-006 for the Municipal Building Renovations in the amount of $25,000.00. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

J. Motion to Approve Change Order EC-007: Municipal Building Renovations – Mr. Winchester made a motion to approve the change order EC-007 for the Municipal Building Renovations in the amount of $36,767.39. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

K. Motion to Approve Change Order EC-008: Municipal Building Renovations – Mr. Nelson made a motion to approve the change order EC-008 for the Municipal Building Renovations in the amount of $1,359.44. The motion was seconded by Mr. Manero. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

L. Motion to Approve Indemnification Agreement for Testing Activities for Sewer Interceptor Project: Joao & Bradley Construction Company, Inc. – Ms. Viscio made a motion to approve and authorize the Council Chair and Township Manager to execute this agreement. The motion was seconded by Mr. Winchester. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

M. Motion to Approve Indemnification Agreement for Testing Activities for Sewer Interceptor Project: Jurich, Inc. – Ms. Viscio made a motion to approve and authorize the Council Chair and Township Manager to execute this agreement. The motion was seconded by Mr. Manero. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

N. Motion to Approve Second Annual Plymouth Township Native Tree Giveaway Program – Mr. Winchester made a motion to approve the second annual tree giveaway at a cost not to exceed $4,000.00. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

O. Motion to Adopt the 5-Year Capital Improvement Plan – Ms. Viscio made a motion to adopt the 5-Year Capital Improvement Plan. The motion was seconded by Mr. Nelson. A roll call vote was taken and the motion passed 4-0 with Ms. Viscio, Mr. Nelson, Mr. Winchester, and Mr. Manero in favor. Ms. Leonard was absent.

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5. INFORMATION ITEMS –

A. Police Department Updates – Chief Myrsiades provided an update to both the Council and residents regarding the activities of the Police Department and the events that took place last month.

B. Citizen Board Vacancy Announcement- Mr. Nelson stated the following citizen board positions are open: three positions on the Property Maintenance Code Appeals Board, one on the Human Relations Commission, two on the Historical Architectural Review Board, one on the Building Code Appeals Board, and one alternate on the Zoning Hearing Board. Anyone interested in serving on one of these boards can submit a resume or letter of interest to Matt West, the Township Manager, at 700 Belvoir Road Plymouth Meeting, PA 19462 or via email to, mwest@plymouthtownship.org.

C. Upcoming Zoning Hearings- Mr. Manero announced that the Zoning Hearing Board of Plymouth Township will hold a public hearing on Monday, August 17, 2026, commencing at 7:00 p.m., on the following application: 1) Jason Cohn – 1819 Hallowell Road – Variance. Any citizen of Plymouth Township or interested party may attend the public hearing and have an opportunity to be heard. Mr. Manero stated at this meeting the Zoning Hearing Board will set a date for the next hearing regarding the proposed data center located at 900 Conshohocken Road.

D. Parks and Recreation-

i. Upcoming Events- Mr. Winchester stated the following are upcoming events: **General:** GPCC Shut Down Week (August 31st-September 4th); Fall Program Registration is open now; Fall House Decoration Contest – Register by Thursday, October 16th; Veterans Day Celebration – Wednesday, November 4th; Holiday Vendor Market – Saturday, November 14th; Breakfast with Santa – Saturday, December 12th; Get the free PTPR App; Fall Sponsors Wanted; Seed Library at the GPCC with the EAB. **At GPCC:** Pool-o-Ween – Friday, October 23rd; H2oliday Splash – Friday, December 11th; Fitness Classes begin in September. **In Our Parks:** Montgomery County Jazz Fest Movie – Friday, September 18th. For further information, please visit the Greater Plymouth Community Center's website or by calling (610) 277-4312.

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6. PUBLIC COMMENT –

Mr. Bill Sabey explained that solar has become an even stronger financial investment for the township due to additional federal incentives. For the proposed 410-kilowatt solar installation, the combined federal credits are estimated at approximately $360,000 up from $270,000 under the previous 30% credit. The project could also qualify for a PICO first-year production credit of about $51,000. Mr. Sabey highlighted an Energy Management Services Agreement, a no-upfront-cost financing option like a power purchase agreement, under which the solar installer would handle monitoring and maintenance, while the township could potentially purchase the system after five to six years.

The project is projected to save the township up to $1.8 million in electricity costs over 30 years and could help protect the township from rising electricity rates, which have increased significantly in recent years. Based on current rates, the solar installation could save approximately $50,000 annually.

Mr. Sabey noted that electricity prices are expected to continue rising, partly due to increased demand from large data centers, and encouraged the council to review the EMSA proposal. Mr. Sabey also emphasized that solar would help Plymouth meet its clean-energy and decarbonization goals, reduce future tax increases needed to cover higher electricity costs, and advance the township toward its renewable-energy targets.

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7. ADJOURNMENT - There being no further business, the Regular Meeting was adjourned at 8:08 p.m.

Respectfully submitted,

Annalisa Primus
Recording Secretary

MOTION 4.D

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the departmental reports and schedule of bills for August 2026.

Motioned by: Christopher Manero

Seconded by:

Range of Checking Accts: POOLED to POOLED Range of Check Dates: 08/05/26 to 09/09/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num
POOLED		GENERAL ACCOUNT				
128609	08/10/26	ANALY010	ANALYTICAL LABORATORIES INC	400.00	08/19/26	486
128610	08/10/26	AQUAP010	AQUA PENNSYLVANIA	10,180.66	08/19/26	486
128611	08/10/26	ASAPM005	ASAP MARKETING	3,672.07	08/19/26	486
128612	08/10/26	BERGE045	BERGEY'S INC	1,337.05	08/18/26	486
128613	08/10/26	BILLO005	COOPER ELECTRIC SUPPLY, INC	1,085.24	08/17/26	486
128614	08/10/26	BRADY005	THOMAS F. BRADY	100.00	08/13/26	486
128615	08/10/26	CARRA005	CARR AND DUFF, LLC	1,800.00	08/21/26	486
128616	08/10/26	CBYSY005	CBY PROFESSIONAL SERVICES INC	94.50	08/18/26	486
128617	08/10/26	CHARI005	CHARIOT GRAPHICS	1,550.00	08/21/26	486
128618	08/10/26	CHARL005	CHARLES A HIGGINS & SONS INC	655.43	08/18/26	486
128619	08/10/26	COMPL005	COMPLETE LAWN COMPANY	510.00	08/17/26	486
128620	08/10/26	CONNE010	CONNECTWISE, LLC	207.00	08/18/26	486
128621	08/10/26	CONTR005	CONTRACT CLEANERS SUPPLY INC.	450.49	08/18/26	486
128622	08/10/26	COVAN005	REWORLD WASTE, LLC	16,564.32	08/18/26	486
128623	08/10/26	DJBSP005	DJB SPECIALTIES	676.00	08/18/26	486
128624	08/10/26	FPMAI005	FP MAILING SOLUTIONS	36.37	08/17/26	486
128625	08/10/26	FRANK005	FRANKLIN CLEANING EQUIP & SUPP	337.20	08/21/26	486
128626	08/10/26	GALLS005	GALLS LLC.	223.49	08/25/26	486
128627	08/10/26	GNBAU005	GNB AUTOBODY	7,087.31	08/19/26	486
128628	08/10/26	GRAY0005	RUDY GRAY	50.00		486
128629	08/10/26	HIKIN005	HIKING HOUND ADVENTURES, LLC	7,475.00	08/17/26	486
128630	08/10/26	HOLOD005	HOLODS GARDEN CENTER	107.90	09/02/26	486
128631	08/10/26	JAYDO005	JAYDOR COMPANY, INC.	854.00	08/17/26	486
128632	08/10/26	JOHNK005	JOHN KENNEDY FORD	357.12	08/18/26	486
128633	08/10/26	KEYST030	KEYSTONE COMMUNICATIONS	1,185.60	08/21/26	486
128634	08/10/26	KILKE005	KILKENNY LAW, LLC	3,774.00	08/19/26	486
128635	08/10/26	LANGU005	LANGUAGE LINE SERVICES	35.00	08/17/26	486
128636	08/10/26	MAIN0005	CORE & MAIN	941.60	08/17/26	486
128637	08/10/26	MCATO005	MCATC	500.00	08/24/26	486
128638	08/10/26	MCCOR015	JOHN MCCORMICK	532.07	08/18/26	486
128639	08/10/26	MCDON005	MCDONALD UNIFORM CO., INC.	3,527.34	08/18/26	486
128640	08/10/26	NATIO035	NATIONAL TIME SYSTEMS INC	675.00	08/19/26	486
128641	08/10/26	NATIO100	NATIONAL HIGHWAY PRODUCTS	4,099.68	08/19/26	486
128642	08/10/26	NFPA0005	NFPA	225.00	08/18/26	486
128643	08/10/26	OCCUP005	OCCUPATIONAL HEALTH CENTERS	480.00	08/20/26	486
128644	08/10/26	OFFIC010	OFFICE BASICS	596.50	08/14/26	486
128645	08/10/26	OMEGA005	OMEGA SYSTEMS CONSULTANTS, INC	15,523.77	08/18/26	486
128646	08/10/26	ONSIT005	ON-SITE SERVICE	674.94	08/20/26	486
128647	08/10/26	PACHE005	MICHAEL PACHELLA	200.00	08/14/26	486
128648	08/10/26	PAREC005	PA RECREATION & PARK SOCIETY	6,866.00	08/19/26	486
128649	08/10/26	PECOE005	PECO ENERGY CO	10,861.76	08/24/26	486
128650	08/10/26	PLYMO100	PLYMOUTH TOWNSHIP P-CARD FD	6,222.93	08/17/26	486
128651	08/10/26	PROCE005	PECO - PAYMENT PROCESSING	9,331.35	08/24/26	486
128652	08/10/26	QUICK005	QUICK LOT, LLC	17,242.00	08/17/26	486
128653	08/10/26	SAGUE005	SAGUE BUS SERVICE	4,127.14	08/19/26	486
128654	08/10/26	STRAT005	STRATEGIC INVESTIGATIVE RESOUR	3,800.00	08/20/26	486
128655	08/10/26	THEAT005	THEATRE HORIZON, INC.	2,323.00	08/11/26 VOID	486
128656	08/10/26	TIMKU005	TIM KUREK	200.00	08/17/26	486
128657	08/10/26	TRIST020	TRI-STATE FINANCIAL GROUP LLC	7,617.22	08/31/26	486

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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128658	08/10/26	VERIZ025 VERIZON	355.35	08/18/26	486
128659	08/10/26	VERIZ035 VERIZON	3,044.47	08/13/26	486
128660	08/10/26	WATER010 FAS II LLC	114.93	08/19/26	486
128661	08/10/26	WHITE020 WHITEMARSH COLLISION, INC.	596.62	08/24/26	486
128662	08/10/26	WOODR005 WOODROW & ASSOCIATES, INC	8,140.56	08/18/26	486
128663	08/14/26	AMERI055 AMERICAN RED CROSS	42.00	08/24/26	487
128664	08/14/26	AQUAP015 AQUA PENNSYLVANIA	3,863.20	08/31/26	487
128665	08/14/26	BERGE045 BERGEY'S INC	1,621.12	08/24/26	487
128666	08/14/26	BERKH005 BERKHEIMER ASSOCIATES	1,562.62	08/20/26	487
128667	08/14/26	BILLO005 COOPER ELECTRIC SUPPLY, INC	3.84	08/19/26	487
128668	08/14/26	BOBSA005 BOB'S AUTO PARTS, INC.	99.14	08/20/26	487
128669	08/14/26	CARSN005 JOHN CARSNER	426.41	08/20/26	487
128670	08/14/26	CBIZI005 CBIZ ADVISORS, LLC	1,875.00	08/24/26	487
128671	08/14/26	CDILA005 CDI LAWN EQUIPMENT	283.40	08/28/26	487
128672	08/14/26	CHARL005 CHARLES A HIGGINS & SONS INC	537.00	08/20/26	487
128673	08/14/26	COMMO060 COMMONWEALTH OF PENNSYLVANIA	65.00		487
128674	08/14/26	CONTR005 CONTRACT CLEANERS SUPPLY INC.	837.53	08/21/26	487
128675	08/14/26	COTTM010 COTTMAN TRUCK AND VAN OUTFITTE	5,664.00	08/19/26	487
128676	08/14/26	DAVID040 DAVID MCEVOY	200.00	08/20/26	487
128677	08/14/26	DELVA010 DEL-VAL INTERNATIONAL TRUCKS	1,196.65	08/19/26	487
128678	08/14/26	FACTO005 FACTORY MOTOR PARTS	133.95	08/27/26	487
128679	08/14/26	GALBA005 GALBALLY LANDSCAPING, INC	2,828.00	08/19/26	487
128680	08/14/26	GNBAU005 GNB AUTOBODY	2,971.39	08/21/26	487
128681	08/14/26	GRANT005 GRANTURK EQUIPMENT CO., INC.	148.12	08/25/26	487
128682	08/14/26	GRAY0005 RUDY GRAY	70.00		487
128683	08/14/26	HANNU005 HANNUMS HARLEY DAVIDSON	772.87		487
128684	08/14/26	HEINE005 LYNN HEINEL	70.00	08/27/26	487
128685	08/14/26	HIGHW005 HEIDELBERG MATERIALS	896.17	08/19/26	487
128686	08/14/26	JOHNK005 JOHN KENNEDY FORD	542.32	08/20/26	487
128687	08/14/26	KAPPE005 KAPPE ASSOCIATES INC	1,342.00	08/24/26	487
128688	08/14/26	KEYST020 KEYSTONE MUNICIPAL SERVICES IN	35,713.49	08/20/26	487
128689	08/14/26	KINGO005 KING OF PRUSSIA RECYCLING	258.44	08/26/26	487
128690	08/14/26	MAINL010 MAIN LINE SPRING WATER	534.00	08/26/26	487
128691	08/14/26	MARTI010 MARTIN CRUZ	3,000.00	08/21/26	487
128692	08/14/26	MBENV005 M&B ENVIRONMENTAL INC	3,833.52	08/28/26	487
128693	08/14/26	MCDON005 MCDONALD UNIFORM CO., INC.	692.99	08/20/26	487
128694	08/14/26	MICHA005 MICHAEL'S ALIGNMENT SHOP INC	1,216.00	08/28/26	487
128695	08/14/26	MITCH005 MITCHELL1	1,308.00	08/24/26	487
128696	08/14/26	NAPAA005 NAPA AUTO PARTS INC	721.22	08/19/26	487
128697	08/14/26	OMEGA005 OMEGA SYSTEMS CONSULTANTS, INC	3,315.00	08/21/26	487
128698	08/14/26	PAAMW005 PA AM WATER	774.69	08/25/26	487
128699	08/14/26	PAULS005 PAUL'S AUTO REPAIR, INC.	60.00	08/24/26	487
128700	08/14/26	PROCE005 PECO - PAYMENT PROCESSING	2,189.45	08/25/26	487
128701	08/14/26	RICHT005 RICHTER TOTAL OFFICE	281.37	08/20/26	487
128702	08/14/26	SAFET005 SAFETY-KLEEN SYSTEMS, INC.	239.94	08/19/26	487
128703	08/14/26	SCHAN005 SCHANK PRINTING, INC.	773.00	08/19/26	487
128704	08/14/26	SHARE005 SHARE CORPORATION	581.30	08/24/26	487
128705	08/14/26	SOSME005 SOSMETAL PRODUCTS INC	353.01	08/19/26	487
128706	08/14/26	STEPH010 STEPHENSON EQUIPMENT INC	791.00	08/19/26	487
128707	08/14/26	STORK005 STORK'S PLOWS	1,355.82	08/26/26	487
128708	08/14/26	SUPER020 SUPER SEER	749.80	08/20/26	487
128709	08/14/26	THEAT005 THEATRE HORIZON, INC.	2,232.00	08/19/26	487

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
POOLED		GENERAL ACCOUNT Continued			
128710	08/14/26	ULINE005 ULINE INC	1,933.19	08/24/26	487
128711	08/14/26	USICL005 USIC RECEIVABLES, LLC	5,423.39	08/25/26	487
128712	08/14/26	VERIZ030 VERIZON	144.89	08/19/26	487
128713	08/14/26	VIGRT005 VIGR TRAINING LLC	500.00		487
128714	08/14/26	VINCE010 VINCE MESSANTONIO PLUMBING LLC	95.00	08/21/26	487
128715	08/14/26	WATER010 FAS II LLC	31.93	08/21/26	487
128716	08/14/26	WILMI010 WILMINGTON TRUST	520.00	08/20/26	487
128717	08/14/26	WITME005 WITMER PUBLIC SAFETY GROUP, IN	537.22	08/20/26	487
128718	08/25/26	ADVAN045 ADVANCE AUTO PARTS	150.34	08/31/26	489
128719	08/25/26	AETNA005 AETNA	44,155.57	08/31/26	489
128720	08/25/26	AFTER005 AFTERMARKET PARTS & SER. INC	275.00	09/01/26	489
128721	08/25/26	ALBAR005 ALBARELL ELECTRIC INC	50,907.91	09/03/26	489
128722	08/25/26	BERGE045 BERGEY'S INC	2,567.72	09/01/26	489
128723	08/25/26	BERKH005 BERKHEIMER ASSOCIATES	3.03	08/31/26	489
128724	08/25/26	BRITN005 BRITNEY ANGELES	1,949.17		489
128725	08/25/26	CAREF005 CAREFREE KANOPY, INC.	217.75		489
128726	08/25/26	CDILA005 CDI LAWN EQUIPMENT	82.30	09/04/26	489
128727	08/25/26	CENTE010 CENTER FOR WATERSHED PROTECTIO	3,082.50	09/02/26	489
128728	08/25/26	CHAPM005 CHAPMAN FORD OF HORSHAM	95,863.95	08/31/26	489
128729	08/25/26	CHARL005 CHARLES A HIGGINS & SONS INC	6,831.64	09/02/26	489
128730	08/25/26	CMRSF005 CMRS-FP	1,677.93	09/01/26	489
128731	08/25/26	COMCA005 COMCAST CABLE	483.35	08/31/26	489
128732	08/25/26	COVAN005 REWORLD WASTE, LLC	13,319.30	08/31/26	489
128733	08/25/26	CYCLE005 CYCLE STOP INC.	139.96	08/31/26	489
128734	08/25/26	DELVA010 DEL-VAL INTERNATIONAL TRUCKS	3,216.23	08/31/26	489
128735	08/25/26	EAGLE005 EAGLE POINT GUN	496.00		489
128736	08/25/26	EAGLE015 EAGLE TRUCK EQUIPMENT INC	1,105.79	08/31/26	489
128737	08/25/26	EASY0005 EASY	1,547.00		489
128738	08/25/26	ERSTU005 E.R. STUEBNER, INC.	231,129.22	09/01/26	489
128739	08/25/26	FACTO005 FACTORY MOTOR PARTS	49.88	09/03/26	489
128740	08/25/26	FERGU005 FERGUSON & MCCANN INC	400.00	09/02/26	489
128741	08/25/26	GRAIN005 GRAINGER INC	455.01	08/31/26	489
128742	08/25/26	GUYMC005 GUY M. COOPER, INC.	96,700.50	09/02/26	489
128743	08/25/26	INTEG005 INTEGRITY MECHANICAL, INC.	47,647.82	09/02/26	489
128744	08/25/26	JOHNK005 JOHN KENNEDY FORD	1,357.92	09/02/26	489
128745	08/25/26	KEYST020 KEYSTONE MUNICIPAL SERVICES IN	7,127.90	09/01/26	489
128746	08/25/26	KYLEI005 KYLE ISLEIB	6,620.12	08/28/26	489
128747	08/25/26	MACTO005 MAC TOOLS DIST	619.96	09/04/26	489
128748	08/25/26	MCDON005 MCDONALD UNIFORM CO., INC.	104.14	09/02/26	489
128749	08/25/26	MEDFO005 MEDFORD PAINT STRIPERS, LLC	4,000.00		489
128750	08/25/26	MICHA090 MICHAEL ROMANO	140.49	08/31/26	489
128751	08/25/26	NAPAA005 NAPA AUTO PARTS INC	11.68	08/31/26	489
128752	08/25/26	PAULS005 PAUL'S AUTO REPAIR, INC.	70.00	09/03/26	489
128753	08/25/26	PECOE005 PECO ENERGY CO	21,787.81	09/03/26	489
128754	08/25/26	PENDE005 PENDERGAST SAFETY EQUIPMENT CO	201.72	09/01/26	489
128755	08/25/26	PETSM005 PETSMART	154.98		489
128756	08/25/26	PLYMO100 PLYMOUTH TOWNSHIP P-CARD FD	11,224.50	09/01/26	489
128757	08/25/26	PROCE005 PECO - PAYMENT PROCESSING	7,683.37	09/03/26	489
128758	08/25/26	SAGUE005 SAGUE BUS SERVICE	940.00	09/02/26	489
128759	08/25/26	THANK005 THANKS FOR BEING GREEN LLC	180.00	09/02/26	489
128760	08/25/26	TINYT005 TINY TUMBLES, LLC	2,600.00	09/01/26	489
128761	08/25/26	TOTAL005 TOTAL CONSTRUCTION INC	2,499.29		489

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num
POOLED		GENERAL ACCOUNT	Continued			
128762	08/25/26	UNITE065	UNITED RENTALS NORTH AMERICA	141.90	08/31/26	489
128763	08/25/26	USMUN005	PA MUNICIPAL, INC.	517.78	09/01/26	489
128764	08/25/26	VELO0005	VELO OF BRIDGEPORT	270.00		489
128765	08/25/26	VERIZ025	VERIZON	79.00	08/28/26	489
128766	08/25/26	WBMAS005	W.B. MASON COMPANY INC	135.56	08/28/26	489
128767	08/25/26	XTREM005	XTREME SIGNS & DESIGNS	25.00	09/04/26	489
128768	09/01/26	AFTER005	AFTERMARKET PARTS & SER. INC	59.90		490
128769	09/01/26	ALLAN005	ALLAN MYERS	252,481.24		490
128770	09/01/26	BAGLI005	BAGLIVO ASSOCIATES	1,750.00		490
128771	09/01/26	BERGE045	BERGEY'S INC	800.00		490
128772	09/01/26	BERRY005	REBEKAH BERRY	20.52	09/04/26	490
128773	09/01/26	CHARL005	CHARLES A HIGGINS & SONS INC	2,126.44		490
128774	09/01/26	CLUST005	21ST CENTURY MEDIA - PHILLY CL	472.32		490
128775	09/01/26	COLLI005	COLLIFLOWER INC	83.56		490
128776	09/01/26	COMBI010	COMBINED SYSTEMS, INC.	670.00		490
128777	09/01/26	COMCA005	COMCAST CABLE	554.74		490
128778	09/01/26	CONTR005	CONTRACT CLEANERS SUPPLY INC.	575.09		490
128779	09/01/26	DELL0005	DELL	12,716.67		490
128780	09/01/26	DELVA010	DEL-VAL INTERNATIONAL TRUCKS	3,681.93		490
128781	09/01/26	DENOL005	CHRIS DENOLFI	2,955.00		490
128782	09/01/26	EAGLE015	EAGLE TRUCK EQUIPMENT INC	661.71		490
128783	09/01/26	EDMUN005	EDMUNDS GOVTECH, INC.	5,250.00		490
128784	09/01/26	FRANK005	FRANKLIN CLEANING EQUIP & SUPP	74.09		490
128785	09/01/26	FRANK035	FRANKLIN FLOORING INC	5,476.00		490
128786	09/01/26	GRAIN005	GRAINGER INC	113.86		490
128787	09/01/26	INDIS010	INDI STUDIO	8,050.00		490
128788	09/01/26	KEYST020	KEYSTONE MUNICIPAL SERVICES IN	17,123.81		490
128789	09/01/26	KISTL005	KISTLER O'BRIEN FIRE PROTECTIO	4,730.83		490
128790	09/01/26	LAWSO005	LAWSON PRODUCTS INC	800.47		490
128791	09/01/26	MABRY010	KAREN MABRY	1,150.02		490
128792	09/01/26	MARTI010	MARTIN CRUZ	2,700.00		490
128793	09/01/26	MESZA005	PAULA MESZAROS	200.00		490
128794	09/01/26	MICHA005	MICHAEL'S ALIGNMENT SHOP INC	1,096.00		490
128795	09/01/26	MIDAT010	DIVAL SAFETY EQUIPMENT, INC.	382.00		490
128796	09/01/26	NAPAA005	NAPA AUTO PARTS INC	335.56		490
128797	09/01/26	OCCUP005	OCCUPATIONAL HEALTH CENTERS	234.00		490
128798	09/01/26	PAULS005	PAUL'S AUTO REPAIR, INC.	27.34		490
128799	09/01/26	PECOE025	PECO ENERGY COMPANY	20.00		490
128800	09/01/26	PENDE005	PENDERGAST SAFETY EQUIPMENT CO	309.77		490
128801	09/01/26	PETRO010	MOOVE NA DISTRIBUTION LLC CUST	1,421.60		490
128802	09/01/26	PIPED005	PIPE DATA VIEW SERVICES II LLC	2,100.00		490
128803	09/01/26	PROCE005	PECO - PAYMENT PROCESSING	8,270.23		490
128804	09/01/26	PUBLI010	PUBLICOM, INC.	109.00		490
128805	09/01/26	RICHT005	RICHTER TOTAL OFFICE	4.64		490
128806	09/01/26	RICKC005	RICK CARBO	63.59	09/03/26	490
128807	09/01/26	RIVER025	RIVER VALLEY LANDSCAPES	9,700.00		490
128808	09/01/26	SEALM005	SEALMASTER	440.38		490
128809	09/01/26	SHERW005	THE SHERWIN-WILLIAMS CO	286.20		490
128810	09/01/26	STAND005	THE STANDARD	5,096.42		490
128811	09/01/26	THEFA005	THE FAWLESS FOCUS	1,000.00		490
128812	09/01/26	TRANS015	TRANSDEV	5,425.30	09/03/26 VOID	490
128813	09/01/26	UNIFI005	UNIFIRST	155.09		490

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
POOLED		GENERAL ACCOUNT Continued			
128814	09/01/26	UNITE065 UNITED RENTALS NORTH AMERICA	172.89		490
128815	09/01/26	VERIZ025 VERIZON	409.59	09/04/26	490
128816	09/01/26	VERIZ030 VERIZON	273.40	09/04/26	490
128817	09/01/26	VINCE010 VINCE MESSANTONIO PLUMBING LLC	240.00		490
128818	09/01/26	WHITE020 WHITEMARSH COLLISION, INC.	764.26		490
128819	09/01/26	WILMI015 WILMINGTON TRUST	736,506.25		490
128820	09/01/26	WITME005 WITMER PUBLIC SAFETY GROUP, IN	295.00		490
128821	09/01/26	ZEPSA005 ZEP SALES & SERVICE	3,120.62		490
128822	09/09/26	ADVAN045 ADVANCE AUTO PARTS	65.73		492
128823	09/09/26	BERGE045 BERGEY'S INC	4,277.87		492
128824	09/09/26	CARRO010 CARROLL ENGINEERING CORPORATIO	7,737.25		492
128825	09/09/26	CBIZI005 CBIZ ADVISORS, LLC	2,625.00		492
128826	09/09/26	CHARL005 CHARLES A HIGGINS & SONS INC	932.23		492
128827	09/09/26	COMPA005 COMPASS SIGN COMPANY	672.00		492
128828	09/09/26	CONNE010 CONNECTWISE, LLC	5,398.80		492
128829	09/09/26	COVAN005 REWORLD WASTE, LLC	15,885.25		492
128830	09/09/26	DELAW020 DELAWARE VALLEY HEALTH TRUST	409,151.77		492
128831	09/09/26	DELVA010 DEL-VAL INTERNATIONAL TRUCKS	189.36		492
128832	09/09/26	ETTIN005 ET&T, INC.	330.00		492
128833	09/09/26	FACTO005 FACTORY MOTOR PARTS	782.84		492
128834	09/09/26	FIRST045 FIRST VEHICLE SERVICES	5,425.30		492
128835	09/09/26	FSSOL005 Vault Health Workforce Screen	670.05		492
128836	09/09/26	GEOVE005 GEOVENTURES PROGRAMMING & SERV	2,640.00		492
128837	09/09/26	HANNU005 HANNUMS HARLEY DAVIDSON	884.01		492
128838	09/09/26	IPSGL005 IPS GLOBAL	2,816.40		492
128839	09/09/26	JOHNK005 JOHN KENNEDY FORD	122.95		492
128840	09/09/26	KILKE005 KILKENNY LAW, LLC	5,994.00		492
128841	09/09/26	LAWLI005 LAW LIBRARY OF MONTGOMERY COUN	50.00		492
128842	09/09/26	MACTO005 MAC TOOLS DIST	29.99		492
128843	09/09/26	MCCOR015 JOHN MCCORMICK	532.07		492
128844	09/09/26	MCDON005 MCDONALD UNIFORM CO., INC.	102.29		492
128845	09/09/26	MESZA005 PAULA MESZAROS	2,760.00		492
128846	09/09/26	MICHA005 MICHAEL'S ALIGNMENT SHOP INC	240.00		492
128847	09/09/26	NAPAA005 NAPA AUTO PARTS INC	51.92		492
128848	09/09/26	NATIO035 NATIONAL TIME SYSTEMS INC	678.75		492
128849	09/09/26	OMEGA005 OMEGA SYSTEMS CONSULTANTS, INC	47,714.95		492
128850	09/09/26	PAULS005 PAUL'S AUTO REPAIR, INC.	70.00		492
128851	09/09/26	PETRO010 MOOVE NA DISTRIBUTION LLC CUST	1,002.53		492
128852	09/09/26	PIRAT005 PIRATES OF FORTUNE'S FOLLY LLC	750.00		492
128853	09/09/26	PLYMO005 PLYMOUTH MATERIALS, INC.	479.70		492
128854	09/09/26	PLYMO100 PLYMOUTH TOWNSHIP P-CARD FD	4,210.20		492
128855	09/09/26	PRPS0005 PRPS	2,506.00		492
128856	09/09/26	SAXON005 SAXON OFFICE TECHNOLOGY INC	2,668.71		492
128857	09/09/26	STARD005 STARDUST ENTERTAINMENT	250.00		492
128858	09/09/26	SUNSA005 SUNSATIONALL	460.00		492
128859	09/09/26	TPTRA010 TP TRAILERS, INC.	15.24		492
128860	09/09/26	USMUN005 PA MUNICIPAL, INC.	189.68		492
128861	09/09/26	VERIZ035 VERIZON	3,992.45		492
128862	09/09/26	WATER010 FAS II LLC	191.55		492
128863	09/09/26	WOODR005 WOODROW & ASSOCIATES, INC	13,837.96		492
128864	09/09/26	YSM00005 YSM	253.75		492

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num

POOLED GENERAL ACCOUNT Continued

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	254	2	2,586,211.94	7,748.30
Direct Deposit:	0	0	0.00	0.00
Total:	254	2	2,586,211.94	7,748.30

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	254	2	2,586,211.94	7,748.30
Direct Deposit:	0	0	0.00	0.00
Total:	254	2	2,586,211.94	7,748.30

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	6-01	1,652,524.87	2,499.29	0.00	1,655,024.16
HEALTH AND WELFARE	6-05	119,432.88	0.00	0.00	119,432.88
SEWER OPERATING	6-08	22,364.42	0.00	0.00	22,364.42
CC OPERATING	6-09	67,729.22	140.49	0.00	67,869.71
CAPTIAL RESERVE	6-30	684,342.69	0.00	0.00	684,342.69
REC IMPACT FEES	6-31	8,436.75	0.00	0.00	8,436.75
STORM WATER OUTFLOW	6-33	5,080.27	0.00	0.00	5,080.27
LIQUID FUELS	6-35	21,861.06	0.00	0.00	21,861.06
CAP RES CC	6-39	1,800.00	0.00	0.00	1,800.00
Total Of All Funds:		2,583,572.16	2,639.78	0.00	2,586,211.94

TREASURER'S REPORT – GENERAL FUND

AUGUST 2026

FINANCIAL REPORT CARD

CATEGORY	CONDITION	PAGE
REVENUES		
Real Estate Taxes	Meets or Exceeds	2
Real Estate Transfer Taxes	Caution & Monitor	2
Earned Income Taxes	Meets or Exceeds	2
Local Services Taxes	Meets or Exceeds	2
Business Privilege Taxes	Caution & Monitor	2
Solid Waste Disposal Fees	Meets or Exceeds	2
State Aid (Pensions)	Meets or Exceeds	2
Licenses, Permits & Fees	Meets or Exceeds	2
Charges for Services (Parks)	Meets or Exceeds	3
Other Operating Income	Meets or Exceeds	3
EXPENSES		
Council	Meets or Exceeds	3
Administration	Meets or Exceeds	3
Finance	Meets or Exceeds	3
Tax Collection	Meets or Exceeds	3
Reimbursable Items	Meets or Exceeds	3
Information Technologies	Meets or Exceeds	3
Municipal Buildings	Meets or Exceeds	4
Police	Meets or Exceeds	4
Fire Marshal	Meets or Exceeds	4
Code Enforcement	Meets or Exceeds	4
Sanitation	Meets or Exceeds	4
Public Works	Meets or Exceeds	4
Parks & Recreation	Meets or Exceeds	4
Parks Maintenance	Meets or Exceeds	4

Meets or Exceeds – Category is on par with historical budgeted amounts or much ahead of projected amounts.
Caution & Monitor – Category is below budgeted amounts, but not in need of action. In some cases, collections such as taxes or sewer revenue may have been collected in later periods than previous years
Action Needed – Category is failing to meet budgeted amounts and could impact Township's projected revenues/expenses if not dealth with. Historical data indicates the category will not recover

PLYMOUTH TOWNSHIP TREASURER'S REPORT
GENERAL FUND
AUGUST 31, 2026

This section of the Treasurer's Report describes how each revenue and expense department is performing in the current year, compared to last year (2026 vs. 2025). This helps identify performance trends, validates the accuracy of the forecasts, and highlights unexpected variances that require immediate investigation. Since most revenues are not received on a fixed basis, a description is provided indicating when the majority of the revenues are expected to be realized. On the expense side, most expenses are consistent on a month-to-month basis. Any expenses that are currently below 67% of the total annual budget (8 months out of 12 months) are considered to be under budget for the year.

REVENUES

Real Estate Taxes – Real Estate Taxes were billed in March and were due April 30th for the 2% discount and were due June 30th for face value. Payments after June 30th are subject to a 10% penalty. The Township is currently ahead of last year's pace (96.86% vs. 96.04%) and on budget.

Real Estate Transfer Taxes – Real Estate Transfer Tax revenue is on pace with last year (57.79% vs. 56.43%) and under budget. Historically, revenues pick up in the summer months. However, due to the current housing environment, this revenue should be monitored.

Earned Income Taxes – Earned Income Taxes (EIT) are received monthly. However, February, May, August, and November are the quarters when most revenue is received. EIT is currently on par with last year's pace (53.93% vs. 54.90%). Some of this revenue is due to a one-time payment from a non-resident taxpayer in March of $110,300. This is not expected to be a recurring revenue.

Local Services Taxes – Local Services Taxes (LST) are received monthly. As with EIT, February, May, August, and November are the quarters when most revenue is received. LST is on par with last year's pace (50.10% vs. 50.43%).

Business Privilege Taxes – Business Privilege Taxes are due April 15th each year. The Township's collection rate is behind last year's pace (79.10% vs. 85.32%). Business Privilege Tax revenue declined in 2025 by nearly $400,000 compared to 2024. Given this significant decrease, this revenue should continue to be monitored. Business Privilege Tax revenue is inherently unpredictable and subject to considerable volatility. Tax collections are based on a business's gross receipts from the prior year, making this revenue source highly sensitive to economic conditions and fluctuations in business performance. Consequently, annual collections are directly influenced by the financial success of the business.

Solid Waste Disposal Fees – Solid Waste Disposal Fees are on pace with last year (47.08% vs. 47.06%).

State Aid (Pensions) – State Aid is received in September of each year.

Licenses, Permits, & Fees – The Township is significantly behind last year's pace (60.36% vs. 72.03%). Revenues collected through August of 2025 were higher than anticipated. However, revenues are lower than expected through this point of the current year. Some of this could be from less construction occurring in the Township than anticipated for 2026.

Charges for Services (Parks) – The Township is ahead of last year's pace (83.11% vs. 56.08%). During the summer, revenues pick up due to camps and other activities. At this point last year, less NCAA field Rental Fees were collected. There is also a significant increase in program fees collected ($15,000) through August compared to the prior year.

Other Operating Income – Revenue is significantly ahead of last year's pace (85.14% vs. 55.14%). This is mainly due to receiving $95,319 for a police deescalation grant. This grant revenue, however, is offset with the police expenses. The Township expects to receive nearly $280,000 in revenue from the grant. The Township has also received ARPA funds of $221,640 that were used for the construction of the new Harmonville Firehouse.

EXPENSES

Please note that 2026 is the first year that health insurance, pension costs, and other personnel expenses were charged directly to each department. This was done to show the true cost of each department's expenses. These items in the past were transferred to and paid out of the Health and Welfare Fund.

Council – Expenses are slightly ahead of last year's pace (73.56% vs. 68.30%) and over budget. However, this variance is due to paying civic organization contributions in May which make up a large portion of the budget. This department is expected to be under budget at the end of the year.

Administration – Department is behind last year's pace (57.50% vs. 60.10%) and under budget.

Finance – This is the first year for a finance department budget. Previous budgets were included with Administration. Items such as health insurance and pension were not itemized previously. The finance department is currently under budget (60.47%).

Tax Collection – In January, there was a reimbursement to Plymouthtowne Apartments of $16,588.60 for an over payment in transfer taxes. In July, there was another reimbursement for Hilton Realty PA LLC of $49,588.58 for a reduction in property assessment. Due to those reimbursements the department is over budget and significantly ahead of last year's pace (68.98% vs. 57.58%). This is also due to incurring the bulk of the Business Privilege & Mercantile tax collection expenses in May, which make up a large portion of the budget. There are also several Real Estate Tax refunds to be paid come September. Moving forward this department will end up being over budget for 2026. However, this is a small variance.

Reimbursable Items – Expenses are significantly ahead of last year's pace (50.82% vs. 13.93%) and under budget. This is due to increased legal and engineering fees for development and proposed projects occurring in the Township.

Information Technologies – This is the first year for an I.T. budget. Previous budgets were included with Administration. Items such as health insurance and pension were not allocated to this department previously. The I.T. department is significantly behind last year's pace (49.77% vs. 63.93%) and under budget. In 2025, I.T. had a large purchase of equipment for $107,163 for the police department which caused this significant variance.

Municipal Buildings – Municipal buildings are in charge of all building maintenance and care of the Administration and Police sides of the Township building. This department is currently behind last year's pace (56.99% vs. 61.46%) and under budget.

Police – Department is slightly ahead of last year's pace (56.93% vs. 54.42%) and under budget. This is due to the police purchasing equipment and contracts for a deescalation grant mentioned in the revenue section. This will be offset by the revenue, and expenses are expected to be on pace with last year.

Fire Marshal – Department is ahead of last year's pace (74.97% vs. 68.31%) and over budget. However, this variance is due to paying the fire company appropriations in May totaling $905,430, which makes up a majority of the department's budget. The purchase of the Fire Marshal's vehicle, which was budgeted for 2025, but was not received until 2026, is another reason this department is over budget.

Code Enforcement – Department is significantly behind last year's pace (52.73% vs. 70.69%) and under budget. At this point last year, there was nearly $160K more spent on other professional consultants.

Sanitation – Department is on pace with last year (61.24% vs. 60.66%) and under budget.

Public Works – Department is on pace with last year (60.12% vs. 59.61%) and under budget.

Parks & Recreation - Department is significantly ahead of last year's pace (54.41% vs. 48.28%) and under budget. This variance is due to Plymouth Township Day being cancelled in 2025 and an increase in expenses for contracted instructors.

Parks Maintenance – Department is behind last year's pace (55.97% vs. 58.47%) and under budget. This is mainly due to a decrease in electricity and water consumption.

Debt Service – All Debt Service payments have been made for the year.

Transfers to other Funds – The following transfers were budgeted for 2026 and will be made to fund services and projects when deemed appropriate:

Community Center -	$1,450,000 ($300,000 Transferred)
Capital Reserve -	$2,300,000
Parks Capital -	$350,000
Community Center Capital -	$250,000
Harmonville Fire Capital	$200,000 (Transferred)
Plymouth Fire Capital	$200,000 (Transferred)

GENERAL FUND
DEPARTMENT SUMMARY
AS OF AUGUST 31, 2026

	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
REVENUES						
Real Estate Taxes	$ 6,071,733	$ 6,268,711	96.86%	$ 4,729,254	$ 4,924,166	96.04%
Real Estate Transfer Taxes	462,299	800,000	57.79%	423,204	750,000	56.43%
Earned Income Taxes	4,799,626	8,900,000	53.93%	4,679,834	8,525,000	54.90%
Local Services Taxes	553,635	1,105,000	50.10%	552,178	1,095,000	50.43%
Business Privilege Taxes	6,897,305	8,720,000	79.10%	7,013,434	8,220,000	85.32%
Solid Waste Disposal Fees	600,276	1,275,000	47.08%	600,007	1,275,000	47.06%
State Aid (Pensions)	-	1,224,970	0.00%	-	1,119,753	0.00%
Licenses, Permits & Fees	841,863	1,394,800	60.36%	976,979	1,356,300	72.03%
Charges for Services (Parks)	204,117	245,600	83.11%	164,375	293,125	56.08%
Other Operating Income	1,585,143	1,861,805	85.14%	1,001,030	1,815,305	55.14%
TOTAL REVENUES	$ 22,015,997	$ 31,795,886	69.24%	$ 20,140,296	$ 29,373,649	68.57%
Transfers In	**$ -**	**$ 416,720**	**0.00%**	**$ -**	**$ 416,720**	**0.00%**

GENERAL FUND DEPARTMENTAL EXPENSES	**YTD**	**Current Year Budget**	**YTD Actual to Budget %**	**Prior YTD Actual**	**Prior Year Budget**	**Prior YTD Actual to Budget %**
COUNCIL						
Salaries & Benefits	$ 10,313	$ 20,625	50.00%	$ 10,313	$ 20,625	50.00%
Operating Costs	40,415	48,334	83.62%	37,756	49,756	75.88%
TOTAL COUNCIL	**$ 50,727**	**$ 68,959**	**73.56%**	**$ 48,069**	**$ 70,381**	**68.30%**
ADMINISTRATION						
Salaries & Benefits	$ 204,214	$ 462,076	44.19%	$ 1,417,136	$ 2,014,391	70.35%
Health Insurance	67,562	151,760	44.52%	-	-	0.00%
Pension	-	53,394	0.00%	-	469,691	0.00%
Operating Costs	669,266	969,500	69.03%	664,092	978,685	67.86%
TOTAL ADMINISTRATION	**$ 941,041**	**$ 1,636,730**	**57.50%**	**$ 2,081,227**	**$ 3,462,767**	**60.10%**
FINANCE						
Salaries & Benefits	$ 239,225	$ 362,354	66.02%	$ 202,752	$ 321,129	63.14%
Health Insurance	58,981	78,691	74.95%	-	-	0.00%
Pension	-	47,427	0.00%	-	-	0.00%
Operating Costs	43,428	76,500	56.77%	-	30,975	0.00%
TOTAL FINANCE	**$ 341,634**	**$ 564,972**	**60.47%**	**$ 202,752**	**$ 352,104**	**57.58%**
TAX COLLECTION						
Operating Costs	$ 286,757	$ 415,700	68.98%	$ 253,306	$ 464,850	54.49%
TOTAL TAX COLLECTION	**$ 286,757**	**$ 415,700**	**68.98%**	**$ 253,306**	**$ 464,850**	**54.49%**
REIMBURSABLE ITEMS						
Operating Costs	$ 127,050	$ 250,000	50.82%	$ 40,407	$ 290,000	13.93%
TOTAL REIMBURSABLE ITEMS	**$ 127,050**	**$ 250,000**	**50.82%**	**$ 40,407**	**$ 290,000**	**13.93%**

GENERAL FUND
DEPARTMENT SUMMARY
AS OF AUGUST 31, 2026

	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
I.T.						
Salaries & Benefits	$ 230,127	$ 352,440	65.30%	$ 195,983	$ 311,348	62.95%
Health Insurance	76,178	112,629	67.64%	-	-	0.00%
Pension	-	39,639	0.00%	-	-	0.00%
Operating Costs	403,707	922,000	43.79%	644,962	1,004,000	64.24%
TOTAL I.T.	**$ 710,012**	**$ 1,426,708**	**49.77%**	**$ 840,945**	**$ 1,315,348**	**63.93%**
MUNICIPAL BUILDINGS						
Salaries & Benefits	$ 153,957	$ 241,517	63.75%	$ 144,071	$ 208,083	69.24%
Overtime	2,994	3,000	99.80%	1,936	3,000	64.52%
Health Insurance	58,191	99,770	58.33%	-	-	0.00%
Pension	-	22,229	0.00%	-	-	0.00%
Operating Costs	99,142	185,000	53.59%	88,082	169,800	51.87%
TOTAL MUNICIPAL BUILDINGS	**$ 314,285**	**$ 551,516**	**56.99%**	**$ 234,089**	**$ 380,883**	**61.46%**
POLICE						
Salaries & Benefits	$ 6,173,873	$ 9,902,575	62.35%	$ 5,178,083	$ 8,556,736	60.51%
Overtime	371,725	513,888	72.34%	307,717	421,467	73.01%
Health Insurance	1,465,507	2,191,499	66.87%	-	-	0.00%
Pension	-	2,052,042	0.00%	-	1,434,630	0.00%
Operating Costs	1,259,689	1,625,500	77.50%	822,267	1,178,826	69.75%
TOTAL POLICE	**$ 9,270,794**	**$ 16,285,504**	**56.93%**	**$ 6,308,066**	**$ 11,591,659**	**54.42%**
FIRE MARSHAL/SERVICES						
Salaries & Benefits	$ 175,133	$ 274,036	63.91%	$ 118,792	$ 212,825	55.82%
Health Insurance	128,888	191,671	67.24%	-	-	0.00%
Pension	-	21,761	0.00%	-	198,947	0.00%
Operating Costs	1,257,653	1,595,668	78.82%	1,111,142	1,388,684	80.01%
TOTAL FIRE MARSHAL/SERVICES	**$ 1,561,674**	**$ 2,083,136**	**74.97%**	**$ 1,229,935**	**$ 1,800,456**	**68.31%**
CODE ENFORCEMENT						
Salaries & Benefits	$ 291,236	$ 466,282	62.46%	$ 263,176	$ 446,359	58.96%
Health Insurance	70,927	127,125	55.79%	-	-	0.00%
Pension	-	46,433	0.00%	-	-	0.00%
Operating Costs	460,578	920,500	50.04%	604,493	781,045	77.40%
TOTAL CODE ENFORCEMENT	**$ 822,742**	**$ 1,560,340**	**52.73%**	**$ 867,668**	**$ 1,227,404**	**70.69%**
SANITATION						
Salaries & Benefits	$ 471,343	$ 738,372	63.84%	$ 451,676	$ 739,701	61.06%
Overtime	941	5,000	18.81%	926	5,000	18.52%
Operating Costs	395,738	674,000	58.71%	386,086	638,000	60.52%
TOTAL SANITATION	**$ 868,022**	**$ 1,417,372**	**61.24%**	**$ 838,688**	**$ 1,382,701**	**60.66%**

GENERAL FUND
DEPARTMENT SUMMARY
AS OF AUGUST 31, 2026

	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
PUBLIC WORKS						
Salaries & Benefits	$ 834,398	$ 1,052,717	79.26%	$ 508,800	$ 832,500	61.12%
Overtime	5,440	19,000	28.63%	2,204	17,000	12.96%
Health Insurance	437,996	640,524	68.38%	-	-	0.00%
Pension	-	210,036	0.00%	-	-	0.00%
Operating Costs	299,114	700,600	42.69%	356,189	605,200	58.85%
TOTAL PUBLIC WORKS	**$ 1,576,948**	**$ 2,622,877**	**60.12%**	**$ 867,193**	**$ 1,454,700**	**59.61%**
PARKS & RECREATION						
Salaries & Benefits	$ 109,937	$ 238,601	46.08%	$ 116,379	$ 204,387	56.94%
Health Insurance	30,270	38,270	79.10%	-	-	0.00%
Pension	-	12,371	0.00%	-	-	0.00%
Operating Costs	145,388	235,700	61.68%	104,515	253,158	41.28%
TOTAL PARKS & RECREATION	**$ 285,595**	**$ 524,942**	**54.41%**	**$ 220,894**	**$ 457,545**	**48.28%**
PARKS MAINTENANCE						
Salaries & Benefits	$ 463,035	$ 742,749	62.34%	$ 380,073	$ 639,782	59.41%
Overtime	805	4,250	18.95%	2,198	4,250	51.73%
Health Insurance	132,277	181,549	72.86%	-	-	0.00%
Pension	-	78,749	0.00%	-	-	0.00%
Operating Costs	118,565	269,500	43.99%	144,908	257,600	56.25%
TOTAL PARKS MAINTENANCE	**$ 714,683**	**$ 1,276,797**	**55.97%**	**$ 527,179**	**$ 901,632**	**58.47%**
DEBT SERVICE						
General Obligation Bonds -2021	$ 472,050	$ 472,050	100.00%	$ 472,300	$ 472,300	100.00%
General Obligation Bonds -2022	580,963	580,963	100.00%	580,713	580,713	100.00%
TOTAL DEBT SERVICE	**$ 1,053,013**	**$ 1,053,013**	**100.00%**	**$ 1,053,013**	**$ 1,053,013**	**100.00%**
TOTAL EXPENSES BY DEPARTMENT	**18,924,976**	**31,738,566**	**59.63%**	**15,613,431**	**26,205,443**	**59.58%**
TRANSFERS TO OTHER FUNDS						
Transfer to Health & Welfare Fund	-	-		2,975,239	5,100,409	
Transfer to Sewer Operating	-	-		-	1,500,000	
Transfer to Community Center	300,000	1,450,000		-	800,000	
Tranfer to Capital Projects	-	-		-	-	
Transfer to Capital Reserve	-	2,300,000		-	3,600,000	
Transfer to Parks Capital Fund	-	350,000		-	-	
Transfer to Community Center Capital	-	250,000		50,000	2,700,000	
Transfer to Harmonville	200,000	200,000		115,000	115,000	
Transfer to Plymouth Fire	200,000	200,000		115,000	115,000	
TOTAL TRANSFERS TO OTHER FUNDS	700,000	4,750,000		3,255,239	13,930,409	

TREASURER'S REPORT – COMMUNITY CENTER OPERATING FUND

AUGUST 2026

FINANCIAL REPORT CARD

CATEGORY	CONDITION	PAGE
REVENUES		
Program Revenue	Meets or Exceeds	8
Aquatics Revenue	Caution & Monitor	8
Fitness Revenue	Meets or Exceeds	9
League Revenue	Meets or Exceeds	9
Passes	Caution & Monitor	9
Reimbursements	Meets or Exceeds	9
Other Revenue	Meets or Exceeds	9
EXPENSES		
Building Maintenance	Meets or Exceeds	9
Administration	Meets or Exceeds	9
Programs	Meets or Exceeds	9
Fitness Center	Meets or Exceeds	9
Aquatics	Meets or Exceeds	9

Meets or Exceeds – Category is on par with historical budgeted amounts or much ahead of projected amounts.
Caution & Monitor – Category is below budgeted amounts, but not in need of action. In some cases, collections such as taxes or sewer revenue may have been collected in later periods than previous years
Action Needed – Category is failing to meet budgeted amounts and could impact Township's projected revenues/expenses if not dealth with. Historical data indicates the category will not recover

REVENUES

Program Revenue – Program revenue is significantly ahead of lasty year's pace (88.97% vs. 63.59%). Much of this variance is due to $150,000 less being budgeted in 2026 in anticipation that the pool closure would affect revenues.

Aquatics Revenue – Aquatics revenue is significantly behind lasty year's pace (21.64% vs. 59.75%). Much of this decrease in revenue is attributed to the pool being closed for the first quarter. However, this revenue should still be monitored.

Fitness Revenue – Fitness revenue is on par with last year's pace (76.29% vs. 76.23%).

League Revenue – League revenue is on pace with last year (40.06% vs. 39.21%).

Passes – Passes are significantly behind last year's pace (60.82% vs. 75.90%). This could be attributed to the pool closure for the first quarter of the year. This revenue should be monitored.

Reimbursements – Reimbursements are significantly behind last year's pace (47.19% vs. 64.24%). Again, this decrease may be due to the pool being closed for the first quarter of 2026. However, this variance isn't significant enough to affect the overall budget.

Other Revenue – Other Revenues are significantly ahead of last year's pace (126.72% vs. 104.63%). Much of this variance is due to a significant increase in area room rentals of about 80K compared to 2025.

EXPENSES

Please note that 2026 is the first year that health insurance, pension costs, and other personnel expenses were charged directly to each department. This was done to show the true cost of each department's expenses. These items in the past were transferred to and paid out of the Health and Welfare Fund.

Building Maintenance – Department is behind last year's pace (55.99% vs. 60.45%) and under budget. This is due to less maintenance on building repairs performed so far in 2026.

Administration – Department is significantly ahead of last year's pace (59.51% vs. 41.69%) and under budget. The reason this department is ahead of last year's pace is due to allocating healthcare and other personnel expenses directly to the department in 2026.

Programs – Department is ahead of last year's pace (62.65% vs. 58.58%) and under budget. There has been more spent on contracted instructors in 2026 through August than compared to last year at this time.

Fitness Center – Department is significantly behind last year's pace (52.86% vs. 60.04%) and under budget. In 2025, there were more expenses for building maintenance and supplies.

Aquatics – Department is ahead of last year's pace (62.87% vs. 50.33%) and under budget. In 2026, there has been a $27,346 increase in expenses for pool components and $5,000 in contracted services.

COMMUNITY CENTER
DEPARTMENT SUMMARY
AS OF AUGUST 31, 2026

	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
REVENUES						
Program Revenue	$ 489,313	$ 550,000	88.97%	$ 445,137	$ 700,000	63.59%
Aquatics Revenue	39,175	181,000	21.64%	146,393	245,000	59.75%
Fitness Revenue	58,744	77,000	76.29%	57,169	75,000	76.23%
League Revenue	14,020	35,000	40.06%	12,940	33,000	39.21%
Passes	290,700	478,000	60.82%	401,515	529,000	75.90%
Reimbursements	51,906	110,000	47.19%	67,448	105,000	64.24%
Other Revenues	221,765	175,000	126.72%	148,759	142,175	104.63%
TOTAL REVENUES	**$ 1,165,624**	**$ 1,606,000**	**72.58%**	**$ 1,279,362**	**$ 1,829,175**	**69.94%**
Transfers In	**$ 300,000**	**$ 1,450,000**	**20.69%**	**$ -**	**$ 800,000**	**0.00%**

COMMUNITY CENTER DEPARTMENTAL EXPENSES	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
BUILDING MAINTENANCE						
Salaries & Benefits	227,688	352,287	64.63%	183,948	303,828	60.54%
Overtime	4,597	5,000	91.93%	2,268	5,000	45.36%
Health Insurance	63,282	93,339	67.80%	-	-	0.00%
Pension	-	29,931	0.00%	-	-	0.00%
Operating Costs	49,078	135,000	36.35%	68,992	113,350	60.87%
TOTAL BUILDING MAINTENANCE	**$ 344,644**	**$ 615,557**	**55.99%**	**$ 255,208**	**$ 422,178**	**60.45%**
ADMINISTRATION						
Salaries & Benefits	228,715	400,233	57.15%	225,510	332,237	67.88%
Overtime	-	-	0.00%	-	-	0.00%
Health Insurance	75,734	111,498	67.92%	-	268,030	0.00%
Pension	-	46,146	0.00%	-	93,000	0.00%
Operating Costs	227,636	336,300	67.69%	205,873	341,475	60.29%
TOTAL ADMINISTRATION	**$ 532,085**	**$ 894,176**	**59.51%**	**$ 431,383**	**$ 1,034,742**	**41.69%**
PROGRAMS						
Salaries & Benefits	273,902	392,669	69.75%	179,195	324,769	55.18%
Overtime	-	-	0.00%	-	-	0.00%
Health Insurance	23,599	38,222	61.74%	-	-	0.00%
Pension	-	12,371	0.00%	-	-	0.00%
Operating Costs	99,247	190,000	52.24%	111,415	171,299	65.04%
TOTAL PROGRAMS	**$ 396,748**	**$ 633,262**	**62.65%**	**$ 290,610**	**$ 496,068**	**58.58%**

COMMUNITY CENTER
DEPARTMENT SUMMARY
AS OF AUGUST 31, 2026

	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
FITNESS CENTER						
Salaries & Benefits	174,388	303,916	57.38%	152,699	240,852	63.40%
Overtime	-	-	0.00%	-	-	0.00%
Health Insurance	37,241	54,789	67.97%	-	-	0.00%
Pension	-	21,457	0.00%	-	-	0.00%
Operating Costs	6,777	33,000	20.54%	11,550	32,723	35.30%
TOTAL FITNESS CENTER	**$ 218,407**	**$ 413,162**	**52.86%**	**$ 164,249**	**$ 273,575**	**60.04%**
AQUATICS						
Salaries & Benefits	251,660	394,600	63.78%	262,115	430,448	60.89%
Overtime	-	-	0.00%	-	-	0.00%
Health Insurance	73,371	96,789	75.80%	-	-	0.00%
Pension	-	24,627	0.00%	-	-	0.00%
Operating Costs	47,174	76,000	62.07%	25,921	141,862	18.27%
TOTAL AQUATICS	**$ 372,204**	**$ 592,015**	**62.87%**	**$ 288,036**	**$ 572,310**	**50.33%**
TOTAL EXPENSES BY DEPARTMENT	**$ 1,864,088**	**$ 3,148,172**	**59.21%**	**$ 1,429,486**	**$ 2,798,873**	**51.07%**

TREASURER'S REPORT – SEWER OPERATING FUND

AUGUST 2026

FINANCIAL REPORT CARD

CATEGORY	CONDITION	PAGE
SEWER OPERATING		
Revenue	Meets or Exceeds	12
EXPENSES		
Administration	Meets or Exceeds	12
Buildings	Meets or Exceeds	12
Treatment Costs	Meets or Exceeds	12

Meets or Exceeds – Category is on par with historical budgeted amounts or much ahead of projected amounts.
Caution & Monitor – Category is below budgeted amounts, but not in need of action. In some cases, collections such as taxes or sewer revenue may have been collected in later periods than previous years
Action Needed – Category is failing to meet budgeted amounts and could impact Township's projected revenues/expenses if not dealth with. Historical data indicates the category will not recover

<u>REVENUES</u>

Sewer is billed on a quarterly basis. The first quarter of sewer is billed in April. The billing that is mailed in January is part of the 2025 revenues. Sewer Revenues are on pace with last year (51.83% vs. 50.22%). These revenues currently consist of the 2Q2026 of sewer billing, inspection fees and other revenue receipts.

<u>EXPENSES</u>

<u>Administration</u> – Department is significantly behind last year's pace (43.50% vs. 60.14%) and under budget. There are less administrative expenses in 2026 than 2025 due to the purchase of a mail folding and packing machine in January of 2025.

<u>Buildings</u> – Department is significantly behind last year's pace (35.51% vs. 60.09%) and under budget. There have been less sewer collection system expenses and pump station maintenance thus far in 2026 than there were in 2025.

<u>Treatment Costs</u> – Department is ahead of last year's pace (65.06% vs. 58.40%) and under budget. This is due to capital contributions being charged to the operating budget in 2025.

SEWER OPERATING FUND
DEPARTMENT SUMMARY
AS OF AUGUST 31, 2026

	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
REVENUES						
Interest Revenue	$ 62,604	$ 40,000	156.51%	$ 55,153	$ 100,000	55.15%
Charges for Services	13,975	15,000	93.17%	14,300	13,000	110.00%
Sewer Rents	2,011,035	4,141,835	48.55%	1,853,259	3,803,321	48.73%
Sewer Rents - Penalties & Fees	125,727	72,682	172.98%	80,459	72,682	110.70%
Other Revenues	4,900	10,000	49.00%	5,050	10,000	50.50%
TOTAL REVENUES	$ 2,218,242	$ 4,279,517	51.83%	$ 2,008,220	$ 3,999,003	50.22%
Transfers In	**$ -**	**$ -**	**0.00%**	**$ -**	**$ 1,500,000**	**0.00%**

SEWER OPERATING FUND DEPARTMENTAL EXPENSES	YTD	Current Year Budget	YTD Actual to Budget %	Prior YTD Actual	Prior Year Budget	Prior YTD Actual to Budget %
ADMINISTRATION						
Salaries & Benefits	32,391	52,384	61.83%	31,337	50,185	62.44%
Overtime	-	-	0.00%	-	-	0.00%
Health Insurance	2,610	8,423	30.98%	-	-	0.00%
Pension	-	-	0.00%	-	-	0.00%
Operating Costs	24,949	77,000	32.40%	45,155	77,000	58.64%
TOTAL ADMINISTRATION	**$ 59,950**	**$ 137,808**	**43.50%**	**$ 76,493**	**$ 127,185**	**60.14%**
BUILDINGS						
Salaries & Benefits	-	27,000	0.00%	12,252	25,500	48.05%
Overtime	-	1,000	0.00%	-	1,000	0.00%
Health Insurance	-	-	0.00%	-	-	0.00%
Pension	-	-	0.00%	-	-	0.00%
Operating Costs	116,857	301,100	38.81%	166,587	271,100	61.45%
TOTAL BUILDINGS	**$ 116,857**	**$ 329,100**	**35.51%**	**$ 178,839**	**$ 297,600**	**60.09%**
TREATMENT COSTS						
Salaries & Benefits	-	-	0.00%	-	-	0.00%
Overtime	-	-	0.00%	-	-	0.00%
Health Insurance	-	-	0.00%	-	-	0.00%
Pension	-	-	0.00%	-	-	0.00%
Operating Costs	1,235,317	1,898,848	65.06%	1,629,935	2,790,955	58.40%
TOTAL PROGRAMS	**$ 1,235,317**	**$ 1,898,848**	**65.06%**	**$ 1,629,935**	**$ 2,790,955**	**58.40%**
TOTAL EXPENSES BY DEPARTMENT	**$ 1,412,124**	**$ 2,365,756**	**59.69%**	**$ 1,885,266**	**$ 3,215,740**	**58.63%**

GENERAL FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Cash		
Gen Dis W/Fargo 19615164		$ 210
CC TD Bank 360486419		164,323
CC CR Card PLGIT 1137134		36,065
EIT PLGIT 1137040		8,676,024
PLGIT 7150		103,559
PLGIT 7202		53,144
Wells Fargo - Payroll		400,129
Petty Cash		200
Petty Cash Bldg-Grounds		250
	Total Cash	9,433,903
Equity in Pooled Cash		4,013,777
Due From Payroll		17,535
Accounts Receivable		
Accounts Receivable		-
Legal		76,930
Engineering		78,585
Misc		7,367
	Total Accounts Receivable	162,883
Prepaid Expenses		-
TOTAL CURRENT ASSETS		$13,628,097
CURRENT LIABLITIES		
Accounts Payable		$ 827,295
TOTAL CURRENT LIABLITIES		827,295
TOTAL FUND BALANCE		$12,800,802

Income Statement For Month Ended August 31, 2026	
REVENUES	
Real Estate Taxes	$ 6,071,733
Real Estate Transfer Taxes	462,299
Earned Income Taxes	4,799,626
Local Services Tax	553,635
Business Privilege Tax	6,897,305
Solid Waste Fees	600,276
State Aid Pension	-
Licenses, Permits & Fees	841,863
Charges for Services	204,117
Other Operating Income	1,585,143
TOTAL REVENUES	$22,015,997
EXPENDITURES	
Council	50,727
Administration	941,041
Finance	341,634
Tax Collection	286,757
Reimburesements	127,050
I.T.	710,012
Municipal Buildings	314,285
Police	9,270,794
Fire Marshal	1,561,674
Code Enforcement	822,742
Sanitation	868,022
Public Works	1,576,948
Parks & Recreation	285,595
Parks & Grounds	714,683
Debt Service	1,053,013
TOTAL EXPENSES	18,924,977
Excess of Revenues Over (Under) Expenditures	3,091,020
OTHER FINANCING SOURCES	
Transfers In	-
Transfers Out	700,000
TOTAL OTHER FINANCING SOURCES	(700,000)
NET CHANGE IN FUND BALANCE	$ 2,391,020

POST RETIREMENT HEALTHCARE FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
PLGIT 1137105	$	57,809
Equity in Pooled Cash		(214,888)
TOTAL CURRENT ASSETS	$	(157,079)
CURRENT LIABLITIES		
Accounts Payable	$	134
TOTAL CURRENT LIABLITIES		134
TOTAL FUND BALANCE	$	(157,212)

Income Statement For Month Ended August 31, 2026		
REVENUES		
Interest	$	1,328
Contributions - Retirees		19,746
Contributions - Police		51,987
Contributions - Active Employees		100
Total Revenues		73,162
EXPENDITURES		
Health Insurance		9,200
Retiree Health Insurance - Administration		149,343
Aetna - Administraiton		203,800
Retiree Health Insurance - Police		441,569
Aetna - Police		193,412
Life Insurance/LTD		1,146
Total Expenses		998,470
Excess of Revenues Over (Under) Expenditures		(925,308)
OTHER FINANCING SOURCES		
Transfers In		714,983
Transfers Out		-
Total Other Financing Sources		714,983
NET CHANGE IN FUND BALANCE	$	(210,325)

COMMUNITY CENTER OPERATING FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Cash		
TD Bank 6419	$	4,117
CC PLGIT 1137134		48,084
Total Cash		52,201
Equity in Pooled Cash		(73,874)
Account Receivable		-
TOTAL CURRENT ASSETS	$	(21,673)
CURRENT LIABLITIES		
Accounts Payable	$	6,422
Liability for Compensated Absenses		19,848
Deferred Revenue		-
TOTAL CURRENT LIABLITIES	$	26,270
TOTAL FUND BALANCE	$	(47,943)

Income Statement For Month Ended August 31, 2026		
REVENUES		
Programs	$	489,313
Aquatics		39,175
Fitness		58,744
League		14,020
Passes		290,700
Reimbursements		51,906
Other Revenue		221,765
Total Revenues		1,165,623
EXPENDITURES		
Building Maintenance		344,644
Administration		532,085
Programs		396,748
Fitness Center		218,407
Aquatics		372,204
Total Expenses		1,864,088
Excess of Revenues Over (Under) Expenditures		(698,465)
Other Financing Sources		
Transfers In		-
Transfers Out		300,000
Total Other Financing Sources		300,000
Net Change in Fund Balance	$	(398,465)

COMMUNITY CENTER CAPITAL FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	308,108
Account Receivable		-
TOTAL CURRENT ASSETS		308,108
CURRENT LIABLITIES		
Accounts Payable	$	12,609
Liability for Compensated Absenses		-
Deferred Revenue		-
TOTAL CURRENT LIABLITIES	$	12,609
TOTAL FUND BALANCE	$	295,499

Income Statement For Month Ended August 31, 2026		
REVENUES		
Grants/Donations/Contributions	$	22,700
TOTAL REVENUES		22,700
EXPENDITURES		
Building Improvement & Upgrades		227,140
Pool Equipment & Features		4,419
Fitness Center Equipment		22,912
Locker Room Upgrades		-
HVAC Units Replacement		10,138
Admin Floor, Doors, Lights		-
TOTAL EXPENSES		264,608
Excess of Revenues Over (Under) Expenditures	$	(241,909)
OTHER FINANCING SOURCES		
Transfers In		-
Transfers Out		-
TOTAL OTHER FINANCING SOURCES		-
NET CHANGE IN FUND BALANCE	$	(241,909)

PARKS RECREATION FACILITIES FUND (CHARITY)
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
CC TD Bank 360486419	$	925
Equity in Pooled Cash		11,511
Account Receivable		-
TOTAL CURRENT ASSETS		12,436
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	12,436

Income Statement For Month Ended August 31, 2026		
REVENUES		
Interest	$	207
Grants/Donations/Contributions		397
Total Revenues		604
EXPENDITURES		
Brick & Monument Materials		-
Total Expenses		-
Excess of Revenues Over (Under) Expenditures	$	604
Other Financing Sources		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	604

SEWER OPERATING FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Cash		
PLGIT 1137024		$ 169,904
Payoll Wells Fargo		-
Sewer Wells Fargo		45,032
	Total Cash	214,936
Equity in Pooled Cash		4,831,241
Account Receivable		447,473
TOTAL CURRENT ASSETS		$ 5,493,651
CURRENT LIABLITIES		
Accounts Payable		$ 2,583
Liability for Compensated Absenses		-
Deferred Revenue		-
TOTAL CURRENT LIABLITIES		$ 2,583
TOTAL FUND BALANCE		$ 5,491,068

Income Statement For Month Ended August 31, 2026	
REVENUES	
Interest	$ 62,604
Charges for Services	13,975
Sewer Rents	2,011,035
Sewer Rents - Penalties & Fees	125,727
Other Revenues	4,900
Total Revenues	2,218,241
EXPENDITURES	
Administration	59,950
Buildings	116,857
Treatment Costs	1,235,317
Total Expenses	1,412,124
Excess of Revenues Over (Under) Expenditures	806,117
Other Financing Sources	
Transfers In	-
Transfers Out	-
Total Other Financing Sources	-
Net Change in Fund Balance	$ 806,117

SEWER CAPITAL FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	284,390
Account Receivable		-
TOTAL CURRENT ASSETS	$	284,390
CURRENT LIABLITIES		
Accounts Payable		-
ENPWJSA	$	30,381
Deferred Revenue		-
TOTAL CURRENT LIABLITIES	$	30,381
TOTAL FUND BALANCE	$	254,009

Income Statement For Month Ended August 31, 2026		
REVENUES		
Sewer Connections	$	3,897
Developer Assessment Fees		-
Total Revenues		3,897
EXPENDITURES		
Capital Contributions - ENPWJSA		335,969
Capital Contributions - BCA		-
Ridge Pike Sewer		8,498
Sewer Slip-Lining Project		295,238
Plymouth Interceptor Phase III		1,885
Ridge Pike Sewer Replacemet		-
Total Expenses		641,589
Excess of Revenues Over (Under) Expenditures		(637,692)
OTHER FINANCING SOURCES		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	(637,692)

CAPITAL RESERVE FUND
SUMMARY

Balance Sheet As of August 31, 2026	
CURRENT ASSETS	
Equity in Pooled Cash	$ 1,296,872
Loan Receivable - Harmonville	1,330,607
Loan Receivable - Plymouth	225,000
Total Loans Receivable	1,555,607
Due from Capital Projects Fund	109,485
TOTAL CURRENT ASSETS	$ 2,961,963
CURRENT LIABLITIES	
Accounts Payable	$ 5,476
TOTAL CURRENT LIABLITIES	$ 5,476
TOTAL FUND BALANCE	$ 2,956,487

Income Statement For Month Ended August 31, 2026	
REVENUES	
Interest	$ 55,851
Grants/Donations/Contributions	-
Total Revenues	55,851
EXPENDITURES	
Information Technologies	-
Muncipal Buildings	-
Police	5,476
Fire	1,853,066
Sanitation	-
Public Works	-
Parks Maintenance	30,585
Total Expenses	1,889,128
Excess of Revenues Over (Under) Expenditures	(1,833,277)
Other Financing Sources	
Transfers In	-
Transfers Out	-
Total Other Financing Sources	-
Net Change in Fund Balance	$ (1,833,277)

CAPITAL PROJECTS FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Bond Proceeds 1137238	$	156,903
Equity in Pooled Cash		220,501
TOTAL CURRENT ASSETS	$	377,404
CURRENT LIABLITIES		
Due to Capital Reserve	$	109,485
TOTAL CURRENT LIABLITIES	$	109,485
TOTAL FUND BALANCE	$	267,919

Income Statement For Month Ended August 31, 2026		
REVENUES		
Interest	$	3,867
Total Revenues		3,867
EXPENDITURES		
Building Renovations		35,314
Total Expenses		35,314
Excess of Revenues Over (Under) Expenditures		(31,447)
Other Financing Sources		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	(31,447)

PARKS CAPITAL FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	251,377
TOTAL CURRENT ASSETS	$	251,377
CURRENT LIABLITIES		
Accounts Payable		1,750
TOTAL CURRENT LIABLITIES		1,750
TOTAL FUND BALANCE	$	249,627

Income Statement For Month Ended August 31, 2026		
REVENUES		
Developer Assessments - Fees	$	-
Grants/Donations/Contributions		-
Total Revenues		-
EXPENDITURES		
Alanwood Park Improvements		44,755
CC - Renovate Upper & Lower Fields		-
EPV - Dugout Replacement Fields 1, 2, &4		5,200
JFK - Court & Playground Renovation		-
Total Expenses		49,955
Excess of Revenues Over (Under) Expenditures		(49,955)
Other Financing Sources		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	(49,955)

HIGHWAY AID FUND
SUMMARY

Balance Sheet		
As of August 31, 2026		
CURRENT ASSETS		
PLGIT 1137037	$	14,095
Equity in Pooled Cash		832,807
TOTAL CURRENT ASSETS	$	846,902
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	846,902

Income Statement		
For Month Ended August 31, 2026		
REVENUES		
Interest	$	15,230
Grants - State Liquid Fuels		476,133
Total Revenues		491,362
EXPENDITURES		
Street Cleaning		-
Snow & Ice Removal		161,137
Equipment Replacement & Repair		104,394
Bridge & Road Maintenance		48,297
Street Signs & Markings		72,873
Total Expenses		386,701
Excess of Revenues Over (Under) Expenditures		104,661
Other Financing Sources		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	104,661

STORMWATER OUTFALL FUND
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	(14,910)
TOTAL CURRENT ASSETS	$	(14,910)
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	(14,910)

Income Statement For Month Ended August 31, 2026		
REVENUES		
Interest	$	-
Development Assessments - Fees		-
Total Revenues		-
EXPENDITURES		
Stormwater Improvements		16,282
Total Expenses		16,282
Excess of Revenues Over (Under) Expenditures		(16,282)
Other Financing Sources		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	(16,282)

ACT 209 AREA 1
SUMMARY

Balance Sheet As of August 31, 2026	
CURRENT ASSETS	
Equity in Pooled Cash	$ 2,061,648
TOTAL CURRENT ASSETS	$ 2,061,648
CURRENT LIABLITIES	
Accounts Payable	$ -
TOTAL CURRENT LIABLITIES	$ -
TOTAL FUND BALANCE	$ 2,061,648

Income Statement For Month Ended August 31, 2026	
REVENUES	
Interest	$ 36,704
Development Assessments - Fees	-
Total Revenues	36,704
EXPENDITURES	
Improvements	-
Total Expenses	-
Excess of Revenues Over (Under) Expenditures	36,704
Other Financing Sources	
Transfers In	-
Transfers Out	-
Total Other Financing Sources	-
Net Change in Fund Balance	$ 36,704

ACT 209 AREA 2
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	611,948
TOTAL CURRENT ASSETS	$	611,948
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	611,948

Income Statement For Month Ended August 31, 2026		
REVENUES		
Interest	$	10,895
Development Assessments - Fees		-
Total Revenues		10,895
EXPENDITURES		
Improvements		-
Total Expenses		-
Excess of Revenues Over (Under) Expenditures		10,895
OTHER FINANCING SOURCES		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	10,895

HARMONVILLE FIRE COMPANY CAPITAL
SUMMARY

Balance Sheet		
As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	167,979
TOTAL CURRENT ASSETS	$	167,979
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	167,979

Income Statement		
For Month Ended August 31, 2026		
REVENUES		
Interest	$	607
Development Assessments - Fees		-
Total Revenues		607
EXPENDITURES		
Fire Company - Capital Acquisition		50,000
Total Expenses		50,000
Excess of Revenues Over (Under) Expenditures		(49,393)
OTHER FINANCING SOURCES		
Transfers In		200,000
Transfers Out		-
Total Other Financing Sources		200,000
Net Change in Fund Balance	$	150,607

PLYMOUTH FIRE COMPANY CAPITAL
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
Equity in Pooled Cash	$	723,014
TOTAL CURRENT ASSETS	$	723,014
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	723,014

Income Statement For Month Ended August 31, 2026		
REVENUES		
Interest	$	9,694
Development Assessments - Fees		-
Total Revenues		9,694
EXPENDITURES		
Fire Company - Capital Acquisition		-
Total Expenses		-
Excess of Revenues Over (Under) Expenditures		9,694
OTHER FINANCING SOURCES		
Transfers In		200,000
Transfers Out		-
Total Other Financing Sources		200,000
Net Change in Fund Balance	$	209,694

ESCROW
SUMMARY

Balance Sheet As of August 31, 2026		
CURRENT ASSETS		
ESCROW CASH	$	531,849
EQUITY IN POOLED CASH		450,000
TOTAL CURRENT ASSETS	$	981,849
CURRENT LIABLITIES		
Accounts Payable	$	-
TOTAL CURRENT LIABLITIES	$	-
TOTAL FUND BALANCE	$	981,849

Income Statement For Month Ended August 31, 2026		
REVENUES		
DEVELOPER DEPOSITS	$	11,638
Total Revenues		11,638
EXPENDITURES		
RETURN OF DEVELOPER DEPOSITS		27,673
Total Expenses		27,673
Excess of Revenues Over (Under) Expenditures		(16,035)
OTHER FINANCING SOURCES		
Transfers In		-
Transfers Out		-
Total Other Financing Sources		-
Net Change in Fund Balance	$	(16,035)

POOLED CASH ACCOUNTS
SUMMARY

Balance Sheet			
As of August 31, 2026			
CURRENT ASSETS			
Cash			
Wells Fargo 5164		$	3,311,336
PLGIT 7176			3,352,244
PLGIT I-SHARE 7176			83,727
PLGIT PRIME 7176			555,178
Re Tax - TD Bank			470,886
	Total Cash		**7,773,371**
Investments			
PLGIT Term #4			3,000,000
PLGIT Term #5			2,000,000
PLGIT Term #6			3,000,000
	Total Cash		**8,000,000**
Accounts Receivable			-
TOTAL CURRENT ASSETS		**$**	**15,773,371**
CURRENT LIABLITIES			
Accounts Payable		**$**	**-**
TOTAL CURRENT LIABLITIES		**$**	**-**
FUND MEMBER'S EQUITY			
General Fund		$	4,013,777
Special Revenues			11,869
Health & Welfare			(214,888)
Sewer Operating			4,831,241
Community Center			(73,874)
Act 209 Area 1			2,061,648
Act 209 Area 2			611,948
Capital Projects			220,501
Community Center Charity			11,511
Capital Reserve			1,296,872
Recreation Impact Fees			251,377
Stormwater Outfall			(14,910)
Highway Aid			832,807
Sewer Capital			284,390
Community Center Capital			308,108
Harmonville Fire Company			167,979
Plymouth Fire Company			723,014
Escrow			450,000
TOTAL MEMBER'S EQUITY		**$**	**15,773,371**
TOTAL MEMBER'S EQUITY & LIABILITIES		**$**	**15,773,371**

TREASURER'S REPORT
PLYMOUTH TOWNSHIP REAL ESTATE TAXES
CALENDAR YEAR 2026

	R.E. TAX ASSESSMENT
1/1/2026	$ 1,673,534,678.00
January	(3,902,990.00)
February	-
March	(183,430.00)
April	73,910.00
May	145,950.00
June	(5,023,940.00)
July	(204,850.00)
August	198,390.00
September	-
October	-
November	-
December	-
TOTAL	$ 1,664,637,718.00

REAL ESTATE TAXES BILLED AND COLLECTED

MONTH BILLED	TOWNSHIP	COUNTY
January	$ 51,959.00	$ -
February	-	604.00
March	6,343,946.71	9,937,607.00
April	488.33	(705.00)
May	538.35	540.00
June	639.42	1,002.00
July	1,075.84	2,196.00
August	729.69	1,150.00
September	-	-
October	-	-
November	-	-
December	-	-
TOTAL BILLED - FACE AMOUNT	$6,399,377.34	$9,942,394.00
TOTAL FACE COLLECTIONS	$ 6,112,464.44	$ 9,494,100.00
TOTAL FACE AMOUNT DUE	$286,912.90	$448,294.00

RESPECTFULLY SUBMITTED,
Kellen Jarrett, Finance Director

MONTHLY REPORT

Police Department

PLYMOUTH TOWNSHIP

August 2026

Submitted by: Chief John Myrsiades

The Plymouth Township Police Department partnered with the Greater Plymouth Community Center for National Night Out 2026! The event was a huge success, followed by the final concert in the park for the summer.

Officer Wittenberger participated in Bingo at The Pinnacle. She interacted with the participants and handed out giveaways.

Officer Wittenberger attended a meeting with LECEN to schedule National Faith and Blue events. Two are scheduled for the Fall/Winter.

CPU Officer Wittenberger gave away back-to-school lunch boxes to our students in town!

MONTHLY REPORT

Police Department

PLYMOUTH TOWNSHIP

AUGUST 2026

Submitted by: Chief John Myrsiades

Major Incidents:

- **Burglary @ 502 W Germantown Pk (8/3) – Investigation Ongoing**
- **Burglary @ Plymouth Park Apts (8/4) – Investigation Ongoing**
- **Domestic Assault (8/7) – Investigation Concluded – Arrest Made**
- **Burglary @ Qdoba Mexican Grill (8/18) – Investigation Ongoing**
- **Burglary @ 3 Conshohocken Rd (8/19) – Investigation Concluded – Arrest Made**
- **Burglary @ Bergeys Cadillac (8/24) – Investigation Ongoing**
- **Burglary @ 2914 Arch Rd (8/24) – Investigation Concluded – Arrest Made**
- **Burglary @ 502 W Germantown Pk (8/25) – Investigation Ongoing**
- **Burglary @ Extended Stay (8/28) – Investigation Ongoing**
- **33 Domestic Related Incidents; 1 Domestic Assault Arrest/2 PFA Violations**
- **2 Stolen Vehicle Complaints; 2 Recovered Stolen Vehicles**
- **23 Social Services Contacts**

Retail Thefts	76	Hotel Responses	62
Thefts	84	Unhoused/Public Assistance	19
Stolen Vehicles	2	Firearm Involved Incidents	21
Drug Investigations	10	Mental Health Incidents	23
Burglaries	8	Overdose Incidents	1
Vandalism	2	Directed Patrols	378
Assaults	1	Traffic Details	60
Robberies	0	Urban SDK Details	32
Domestic Disturbances	26	Traffic Stops	507
Forgery/Fraud	9	Traffic Citations	80
DUIs	7	Part I/Part II Offenses	177
Accidents	82	Total Arrests	122

Example Offenses:

- Part I Offenses
  Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, MV Theft, Arson
- Part II Offenses
  Forgery, Fraud, Embezzlement, Stolen Property, Vandalism, Weapons Offenses, Prostitution, Drug Violations, Gambling, DUI, Liquor Laws, Public Drunkenness, Disorderly Conduct

MONTHLY REPORT

Public Works Department

PLYMOUTH TOWNSHIP

AUGUST 2026

Submitted by: Chris Loschiavo, Director

Following are highlights of Public Works activity for the Month:

Budget Prep and Submission
News Letter Articles
Line Striping coordination
MS4 Coordination
Storm Inlet Inspections and Repairs
Pump Station Coordination
Storm and Sanitary Sewer issues
Grease Trap Inspections
Certificates of Adequacy
Resident Issues
Highway Permits
Curb and Sidewalk Inspections
Trash and Recycling Issues

MONTHLY REPORT
Planning & Zoning

PLYMOUTH TOWNSHIP

August 2026
Submitted by: Kevin Kochanski, Director

Building/Permits

The following permits were issued this month:

Commercial: 67 total		Residential: 76 total	
New Construction	0	New Construction	0
Commercial Demo	2	Res Demo	0
Electrical	18	Electrical	15
Fire Alarm	2	Decks	5
Sprinkler	1	Fences	3
Suppression systems	0	Fire Alarms	0
Fit outs	0	Fire Sprinkler	0
Interior Demo	0	Mechanical	11
Mechanical	3	Plumbing	8
Plumbing	18	Re-Roof	11
Re-Roof	1	Renovation/addition	6
Renovation	20	Sewer Lateral	2
Sign Installation	1	Domestic Water	2
Sewer Lateral	0	Fire Mains	0
Others	0	Pools	0
		Others	0

Total Permits: 143

Use and Occupancy Permits:	Commercial – 9	Residential - 1
Inspections Completed:	Commercial – 112	Residential - 131

Code Enforcement

Staff addressed the following:

Complaints / Violations	24
Rental Inspections	0

Meeting Attendance

Staff attended/participated in the following meetings:

Staff Meetings: 6
Meeting with Residents: 2
Meetings with Developers/Contractors: 5
Evening Meetings: 3

August 2026

Submitted by: Michael Matusheski, Fire Marshal

Fire Company Activities:

- o Plymouth Fire Company responded to 62 calls, with 39 of these in Plymouth Township. There were 397 personnel responding, and total time in service was 30 hours: 29 minutes.
- Fire companies responded to fire alarms, vehicle fires, rescues, responded with the ambulance to cardiac arrests, and assisted other municipalities. This includes a vehicle that struck a house and gas meter.

Fire Marshal's Office:

- We responded to 10 calls. Of these, 4 were during weekday working hours, and 6 were evenings and weekends. This includes 5 fire investigations, 2 building / code enforcement investigations, and 3 fire alarms.
  - Calls of note: There was a kitchen fire in a business on E. Ridge Pike, contained to the stove and hood above. Health Dept responded. Remediation was done, and they opened the next day. There was a car fire behind an auto dealership on Ridge Pike. It was a small fire, and did not spread to any adjacent vehicles or buildings. There were no injuries.
- We performed 21 new fire inspections, 12 re-inspections and follow-ups, and closed 18 inspections. 5 Operational Permits were issued.
  - The annual fire inspections were performed of all the schools, prior to the start of the school year..
  - The inspections have dropped as compared to previous months. We are looking at whether this is normal for August in past years or possibly due to the part-time fire inspector position being vacant.
- The Fire Marshal's Office is working with the Codes Department with checking on property and codes complaints. Among some notable circumstances that we assisted with are:
  - There was a day care (currently not open) performing renovations, which caused a water leak and additional damages to the building. The Fire Marshal and Codes Enforcement responded. The work was being done without permits. Codes issued a stop work order and fine.
  - There was a vehicle that struck a house and the natural gas meter. The Fire Marshal responded, and also contacted Code Enforcement. PECO secured the gas meter and replaced it. Our Building Inspector found some damage (cracks) in the wall of the house; but determined the house was still safe to occupy. Repairs are being required by Codes.
- The new vehicle for the Fire Marshal's Office arrived and had the lettering and striping applied during August. It is currently at Havis to do the installation of the lights, siren, computer, radios, and such. This actually was a purchase from last year, but production time took until this year for it to be delivered. The vehicle is expected to be completed and placed in service in September.

August 2026

Submitted by: Joel Rowe, Zoning Officer

Met with attorneys, businesses and residents of the Township pertaining to zoning, subdivision and land development questions and concerns.

- Discussed with representative from 322 Ridge Pike regarding renovations.
- Discussed with representative from 1920 Little Ave regarding Sub-Division.
- Discussed with representative from 620 Germantown Pike regarding waiver of land development.
- Discussed with representative from 416 Ridge Pike regarding land development.
- Discussed with multiple residents regarding 900 Conshohocken Rd Zoning Hearing Board Application.
- Discussed with representative from 1009 Ridge Pike regarding land development.
- Discussed with representative from 201 Plymouth Rd regarding land development.
- Discussed with representative from 1830 Johnson Rd regarding land development.
- Discussed with resident from 323 Manor Ave regarding deck requirements.
- Discussed with resident from 1533 Sandy Hill Rd regarding shed requirements.
- Discussed with resident from 601 Apache Ln regarding shed and driveway expansion requirements.
- Discussed with resident from 1912 Sandy Hill Rd regarding shed requirements.
- Discussed with representative from 10 Ashwood Dr regarding covered patio.
- Discussed with resident from 434 School Ln regarding detached garage requirements.
- Discussed with representative from 920 Germantown Pike regarding allowed signage.
- Discussed with resident from 715 Renel Rd regarding pool requirements.
- Discussed with resident from 103 Keys St regarding detached garage.
- Discussed with representative from 203 Karrs Ln regarding Sub-Division
- Discussed with representative from 300 Lee Dr regarding street opening.
- Discussed with resident from 708 Erlen Rd regarding detached garage.

Zoning Use & Occupancy Permits

- 601 Apache Ln – Shed and Driveway Expansion
- 724 Erlen Rd – Paver Patio

Respectfully submitted,
Joel Rowe, Zoning Officer

AUGUST 17, 2026

The Plymouth Township Zoning Hearing Board held a public meeting at the Plymouth Township Building on Monday, August 17, 2026. The meeting was called to order at 7:00: p.m.

The Pledge of Allegiance was recited.

The following were present:

Brian Daly Member
Frani MorrioneMember
Karen Bramblett Member
Tenisha Austin Member
Vincent Frangiosa Member
Dave Sander Solicitor
Joel Rowe Zoning Officer
Paula Meszaros Court Reporter

The Board heard the following:

JASON COHN: On an application for Variance from Plymouth Township Zoning Ordinance No. 342, as amended, Article XIX, Section 1909.E.

The Variance requested is as follows: Allow a fence over 2 feet in what is considered a front yard setback.

The property is located at 1819 Hallowell Road in “B” Residential Zoning District.3

The Board discussed and decided as follows:

Jason Cohn: The Board voted 5-0 to approve this appeal.

900 CONSHOHOCKEN L.L.C C/O RICHARD HEANY: On an application for Special Exception from Plymouth Township Zoning Ordinance No. 342, as amended, Article XV, Section 1502.J.

The Special Exception requested is as follows: To permit a data center development. The applicant proposes to reuse existing buildings on the property and repurpose them to host data centers. There are ten building located on the property that are available to be redeveloped into data center buildings. These ten buildings comprise 1,000,000 square feet. The buildings are large enough to be modified to contain two floors, which would result in approximately 2,000,000 feet of space dedicated to data centers. Ancillary stand-by generators will be located both within outside of the existing building certs. Ancillary gas turbines will be located within and between the buildings. The data centers will be cooled using a “closed loop” system and will not draw water directly from the adjacent Schuylkill River nor from on-site wells.

The property is located at 900 Conshohocken Road in “Heavy Industrial” Zoning District

This appeal is continued to September 17, 2016.

BT PLYMOUTH, LLC C/O BET INVESTMENTS, INC.: On an application for Special Exceptions from Plymouth Township Zoning Ordinance No. 342, as amended, Article X, Section 1000.k.1, Article XVI, Section 1601.C(3)(b) and Variances from Article XVI, Section 1601.C(2) and Article XX1, Section 2108.

The Special Exception requested is as follows: To permit a gasoline filing station (8 multi-product fuel dispensing facilities) in conjunction with the retail store and to permit two or more businesses on the property, by allowing one square foot of sign area for each foot of street frontage in excess of 100 feet, a total sign area on the property of 195 square feet.

The Variances requested are as follows: To permit two or more businesses on the property to each have more than one sign exceeding 40 square feet on a street frontage, and to permit a total sign area at the property of 685.45 square feet, rather than the maximum permitted total sign area of 120 square feet, or 195 square feet if special exception is granted. And to permit applicant two years from the date of the zoning decision and order to obtain a building permit.

The property is located at 625 West Ridge Pike, Conshohocken, PA 19428 in “Commercial” Zoning District..

This appeal is continued to September 21, 2026.

<u>JAMES VITO AND BARBARA GREGOR</u>: On an application for Variances from Plymouth Township Zoning Ordinance No. 342, as amended: Article VI, Sections 601.C.1 and 602.D.

The Variances requested are as follows: Relief from side yard setback from 15’ minimum to be reduced to 9’ and rear yard setback of 30’ minimum to be reduced to 19’ 11”.

The property is located at 138 Scarlet Drive in “B” Residential Zoning District.

This Appeal is granted an extension until the end of 2027.

<u>STAR 30, LLC AND STAR 30 MD, LLC</u>: On an application for Special Exception from Plymouth Township Zoning Ordinance No. 342, as amended, Article XXV, Section 2500.B.5.

The Special Exception requested is as follows: Applicant proposes to retrofit existing building to lease to various tenants for flex space which may include but is not limited to contractors’ offices and storage, office space and other similar uses.

The property is located at 3043 Walton Road in “A” Residential and “Campus Industrial” Zoning Districts.

This Appeal is granted an extension until July 11, 2027.

The meeting adjourned at 7:17 p.m.

Respectfully submitted,
Joel Rowe, Zoning Officer

MONTHLY REPORT

Parks & Recreation Department

PLYMOUTH TOWNSHIP

August 2026

Submitted by: Phil Brady, Director

Parks & Recreation Department Snap Shot -August 1 to August 30, 2026

GPCC	January	February	March	April	May	June	July	August	September	October	November	December	
Total Rectrac Swipes	5975	5805	7050	9445	9362	9808	10047	9286	0	0	0	0	66778
	January	February	March	April	May	June	July	August	September	October	November	December	
General Attendance	18658	20486	23298	25802	26627	39890	43903	36518	0	0	0	0	235182
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Total Aquatic Attendance	[redacted]		460	3691	4421	6549	8033	6183	0	0	0	0	29337
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Total Fitness Attendance	5599	5391	6015	5559	5049	5227	5036	4846	0	0	0	0	42722
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Recreation Programs Attendance	888	1351	999	966	2852	4120	6293	3542	0	0	0	0	21011
Rentals, Parties, Gym Attendance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	7264	7939	8774	6133	5323	11503	13201	8800	0	0	0	0	68937

Notes- August:

1. Camp and summer programs completed
2. Fall Brochure activated
3. Shut down week begins

MONTHLY REPORT

IT Department

PLYMOUTH TOWNSHIP

August 2026

Submitted by: Len Hess, Director

- Performed regular maintenance of servers and computers.
- Performed regular configuration of Barracuda Spam Firewall.
- Performed regular updates to the Township and GPCC websites.
- Performed troubleshooting and repaired various PC, network, printing, and other problems.
- Assisted and supported staff with technology-related issues as needed.
- Recommended and purchased equipment as needed.
- Performed daily backup checks.
- Worked with Revize and CAB on the new website and newsletter.
- Worked with Zoning on the public meetings.

MONTHLY REPORT
Buildings & Grounds Department

PLYMOUTH TOWNSHIP

August 2026
Submitted by: Rick Carbo, Director

- Mow all locations
- Empty trash and recycle at all locations
- Clean restrooms at East Plymouth Valley, Colwell, Harriet Wetherill and Community Center Parks
- Wire trailers for Police Locker Room Renovation
- Remove existing lockers, mirrors and shelving units in Police Locker Room
- Install new flooring in Police Locker Room
- Paint Police Locker Room
- Install new lockers, shelving and mirrors in Police Locker Room
- Remove four sections of lockers in Community Center Locker Room
- Install new lockers in Men's Locker Room
- Work on Municipal Building punch list
- Work on close out documents for the Natatorium Project
- Put JFK Playground Project out to bid
- Put East Plymouth Valley Renovation Project out to bid
- Replace motor on RTU 4 at Township Building

MOTION 4.E

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the Escrow Release for 2622 Butler Pike, Kraft Custom Homes, LD 21-4 in the amount of $3,300.00, per the attachment.

Motioned by: Lynne Viscio

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Joel Rowe, Zoning Officer

DATE: September 2, 2026

SUBJECT: LD 21-4 2622 Butler Pike Escrow Release

Overview

LD 21-4 was a six lot sub-division for the property at 2622 Butler Pike. This sub-division was approved on 04/11/2022 and recorded on 01/12/2023. This is Escrow Release #10 for the project as the developer has completed a substantial amount of improvements to the satisfaction of the Township Engineer.

Key Changes

The Township is in receipt of a letter from Woodrow and Associates, Township Engineer, that a field inspection has been completed at 2622 Butler Pike and finds that all currently installed improvements are installed to their satisfaction. The Engineer recommends that the Township release all remaining escrow ($3,300) pertaining to this development.

Policy Considerations

Per the Township's Subdivision and Land Development Ordinance, Section 905, Dedication of public improvements. Upon certification by the Township engineer as to the completion of public improvements and their acceptability, the Township Council shall release the financial security to the developer.

Fiscal Impact

There is no financial implication of this action as the developer has installed all public improvements to the Township's satisfaction.

Recommendation

I, Joel Rowe, recommend that Council approves the release of the remaining escrow for LD 21-4 2622 Butler Pike.

August 19, 2026

Joel Rowe, Zoning Officer
Plymouth Township
700 Belvoir Road
Plymouth Meeting, PA 19462

Reference: 2622 Butler Pike

Dear Joel:

As per our telephone conversation on August 18, 2026, we have conducted a site review at the Kraft Custom Homes located at 2622 Butler Pike. The site improvements have been installed to our satisfaction. The interior site improvements are privately owned and do not require township maintenance. The exterior site improvements are under the jurisdiction of the County and the H.O.P. permit has been closed out by the County. Therefore, we do not see the necessity to create a maintenance bond for this project.

Please feel free to contact me with any questions you may have.

Sincerely,

Lonnie Manai,
Woodrow & Associates, Inc.

LM/del

cc: Kevin Kochanski, Code Enforcement Director
Matt West, Manager – Plymouth Township

Municipal/Civil Consulting Engineers
Suite 5 • 1108 North Bethlehem Pike • Lower Gwynedd, PA 19002
Phone: 215-542-5648 • Fax 215-542-5679
Established 1996

MOTION 4.F

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council accept the bid of **Jurich, Inc.**, in the total amount of **$4,623,145.00**, for the Plymouth Interceptor Replacement, Phase III B Project, and authorize the issuance of a Notice of Intent to Award, subject to confirmation that the contractor satisfies all requirements specified therein.

Motioned by: Aaron Nelson

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council

FROM: Matt West, Township Manager

DATE: September 3, 2026

SUBJECT: Sewer Interceptor Project – Notice of Intent to Award

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Overview

Carroll Engineering Corporation reviewed bids received through PennBid on August 20, 2026, for the Plymouth Interceptor Replacement, Phase III B project. The project was bid as two alternatives, with only one contract to be awarded. Both alternatives result in the same completed sewer system but differ in the amount of jack-and-bore construction.

Carroll Engineering recommends rejecting the bids for Contract 23-01A and awarding Contract 23-01B to Jurich, Inc. for $4,623,145, subject to completion of the Responsible Contractor Certification review.

Key Changes

- **Two alternatives:** Contract 23-01A includes a longer jack-and-bore segment; Contract 23-01B limits jack-and-bore construction to the railroad right-of-way, with remaining work completed by open-cut trenching.
- **Lower-cost option:** Jurich, Inc. submitted the low bid for Contract 23-01B at $4,623,145, compared with $5,028,130 from Joao & Bradley Construction Co., Inc.
- **Alternative pricing:** Contract 23-01A bids were $4,935,445 from Jurich and $4,936,430 from Joao & Bradley.
- **Bid compliance:** Carroll Engineering determined Jurich's Contract 23-01B bid conforms to the Advertisement for Bids.
- **Final review:** The Township Solicitor is reviewing additional information provided by Jurich as part of the Responsible Contractor Certification process.

Policy Considerations

The project addresses an existing sewer "bottleneck" beneath the railroad that presents both future capacity concerns and a current system vulnerability related to debris becoming lodged in smaller-diameter downstream piping. Carroll Engineering reports that, given the complex existing conditions, there is no feasible alternative to the proposed gravity sewer routing.

Fiscal Impact

The lowest bid contract amount is $4,623,145. The Township has $4.4 million budgeted for the project, supplemented by a $900,000 Local Share Account (LSA) grant, providing $5.3 million in total identified funding. The contract is approximately $677,000 below available funding, leaving resources for engineering, inspection, contingencies, and other eligible project costs.

Recommendation

Staff recommends that Council reject the bids for Contract 23-01A and award Contract 23-01B to Jurich, Inc. for $4,623,145, contingent upon completion of the Township Solicitor's review of the Responsible Contractor Certification.

September 2, 2026

Matt West, Township Manager
Plymouth Township
700 Belvoir Road
Plymouth Meeting, PA 19462

Subject: Plymouth Interceptor Replacement, Phase III B (Contract 23-01A or Contract 23-01B)

Dear Mr. West:

We have reviewed the Bids received by the Township via PennBid on August 20, 2026, for the above-referenced project. A copy of each bid tabulation for the above-referenced project is enclosed, one for each Contract.

The project was bid as two separate Contracts, with only one to be awarded. This was done to obtain the best possible price by giving two options to the Bidders. Contract 23-01A has a longer portion of the proposed sewer being installed via jack and bore method, both under the railroad right-of-way and continuing through the deepest part of the sewer installation on the Metroplex side of the project. Contract 23-01B shortens the length of the jack and bore operation to only pass under the railroad right-of-way, with the remainder being installed by open-cut trenching.

Two Bids were received for each Contract, as summarized below. Both Bidders performed their own exploratory drilling on the Metroplex property. Using the 2023 bid results for this same project, and prorating them to today's dollar value, the estimated cost for Contract A was approximately $4,600,000. As can be seen from the table below, the Bids for that option were about 7% higher. However, Jurich's Bid for Contract B is only slightly above the estimated value, and no matter which method of construction is utilized (Contract A versus Contract B), the Township will end up with the same finished product.

	Contract A	Contract B
	(Longer Jack and Bore)	(Shorter Jack and Bore)
Jurich, Inc.	$ 4,935,445.00	$ 4,623,145.00*
Joao and Bradley	$ 4,936,430.00	$ 5,028,130.00

**Apparent Low Bid*

Jurich, Inc. of Glen Mills, PA, is the apparent low Bidder for Contract 23-01B in the amount of $4,623,145.00. Jurich, Inc.'s Bid conformed to all conditions of the Advertisement for Bids; as such we would recommend the Township reject both Bids for Contract 23-01A, and presuming the Township is agreeable to the bid amounts versus budgets, award Contract 23-01B to Jurich, Inc. for the bid amount of $4,623,145.00. Please note that we have received additional information from Jurich, Inc. regarding the Responsible Contractor Certification, and this information is being reviewed by the Township Solicitor.

The need for this project is summarized as: The existing "bottleneck" under the railroad presents not only a future sewer capacity issue, but also presents a vulnerability in the system given the potential for debris in the wastewater flow to become wedged or lodged in the piping segments of smaller diameter than their upstream sewers. Given the Township's existing sanitary sewer system layout, surrounding topography, as well as the limitations imposed on the sanitary sewer construction by the existing Sunoco gas pipeline, the Norfolk Southern Railroad right-of-way, and the Pennsylvania Turnpike, we see no feasible alternative to the gravity sewer routing proposed by the project.

Please feel free to contact me if you should have any questions or require additional information.

Very truly yours,

CARROLL ENGINEERING CORPORATION

Allen B. Mason, P.E.
President

ABM/SMH/dc

Enclosure

cc: Christopher J. Loschiavo, Director of Public Works, Plymouth Township
Alexander M. Glassman, Esquire, Clarke Gallagher Barbiero Amuso & Glassman Law
Steven Hartman, P.E., CEC

Tabulation of Bids
Plymouth Township
Plymouth Interceptor Phase III B
Contract # 23-01B
Bid Date: August 20, 2026
2 Bids Received

We certify the below to be a true and accurate Tabulation of Bids received on August 20, 2026 by Plymouth Township for the "Plymouth Interceptor Phase III B, Contract 23-01B" project.

Steven Hartman

CARROLL ENGINEERING CORPORATION
Steven M. Hartman, P.E.

				Jurich, Inc. 80 Clayton Drive Glen Mills, PA 19342 610-459-3236		Joao & Bradley Construction Co., Inc. 4211 Tracy Lane Bethlehem, PA 18020 610-867-1500	
	BID SECURITY			**10% Bid Bond**		**10% Bid Bond**	
ITEM No.	**ITEM DESCRIPTION**	**UNITS**	**QTY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	18" PS115 PVC sewer main w/suitable backfill, 0'-25' deep, complete in place	LF	142	$685.00	$97,270.00	$3,290.00	$467,180.00
2	18" CL-50 DIP sewer main w/suitable backfill, > 25' deep, complete in place	LF	444	$2,800.00	$1,243,200.00	$4,400.00	$1,953,600.00
3	18" CL-50 DIP sewer main installed by means of boring and jacking, complete in place	LF	220	$3,900.00	$858,000.00	$500.00	$110,000.00
4	30" Steel casing pipe installed by means of boring and jacking, complete in place	LF	204	$3,550.00	$724,200.00	$6,900.00	$1,407,600.00
5	New 5' diameter base manhole, with 4' diameter risers, 0'-25' deep, complete in place	EA	3	$135,000.00	$405,000.00	$30,000.00	$90,000.00
6	New 5' diameter base manhole, with 4' diameter risers, > 25' deep, complete in place	EA	1	$135,000.00	$135,000.00	$75,000.00	$75,000.00
7	New 5' diameter manhole, with 5' diameter risers, > 25' deep, complete in place	EA	1	$135,000.00	$135,000.00	$85,000.00	$85,000.00
8	Replacement 5' diameter base manhole, with 4' diameter risers, > 25' deep, complete in place	EA	1	$90,000.00	$90,000.00	$100,000.00	$100,000.00
9	New 5' diameter base doghouse manhole, with 4' diameter risers, > 25' deep, complete in place	EA	1	$135,000.00	$135,000.00	$100,000.00	$100,000.00
10	Connection to existing manhole #494B, complete in place	EA	1	$20,937.00	$20,937.00	$25,000.00	$25,000.00
11	Modifications in existing drop manhole A493, complete in place	EA	1	$18,676.00	$18,676.00	$25,000.00	$25,000.00
12	Standard frame and cover, complete in place	EA	2	$2,982.00	$5,964.00	$1,800.00	$3,600.00
13	Watertight frame and cover, complete in place	EA	5	$2,982.00	$14,910.00	$1,750.00	$8,750.00
14	Concrete curb replacement, complete in place	LF	336	$69.00	$23,184.00	$115.00	$38,640.00
15	Finish grading and seeding, complete in place	LS	1	$35,475.00	$35,475.00	$90,000.00	$90,000.00
16	Temporary pavement restoration, complete in place	SY	485	$117.00	$56,745.00	$18.00	$8,730.00
17	Permanent pavement base course restoration, complete in place	SY	510	$93.00	$47,430.00	$75.00	$38,250.00
18	Permanent pavement wearing course restoration, complete in place	SY	510	$87.00	$44,370.00	$40.00	$20,400.00
19	Permanent pavement restoration - mill & overlay, complete in place	SY	1,340	$31.00	$41,540.00	$32.00	$42,880.00
20	Temporary relocation and replacement of underground electric service	LS	1	$268,300.00	$268,300.00	$260,000.00	$260,000.00
21	Televising of sewer lines	LS	1	$11,399.00	$11,399.00	$15,000.00	$15,000.00
22	E&S Control Measures	LS	1	$115,612.00	$115,612.00	$25,000.00	$25,000.00
23	Traffic Control	LS	1	$68,437.00	$68,437.00	$8,500.00	$8,500.00
24	Preconstruction DVD survey	LS	1	$2,496.00	$2,496.00	$5,000.00	$5,000.00
25	Allowance (Norfolk Southern Inspection Fees) Bidder MUST Enter $20,000.00	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00
26	Allowance (PECO Fees), Bidder must enter $5,000	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	Total Amount of Contract				**$4,623,145.00**		**$5,028,130.00**

Tabulation of Bids
Plymouth Township
Plymouth Interceptor Phase III B
Contract # 23-01A
Bid Date: August 20, 2026
2 Bids Received

We certify the below to be a true and accurate Tabulation of Bids received on August 20, 2026 by Plymouth Township for the "Plymouth Interceptor Phase III B, Contract 23-01A" project.

Steve Hartman

CARROLL ENGINEERING CORPORATION
Steven M. Hartman, P.E.

				Jurich, Inc. 80 Clayton Drive Glen Mills, PA 19342 610-459-3236		Joao & Bradley Construction Co., Inc. 4211 Tracy Lane Bethlehem, PA 18020 610-867-1500	
	BID SECURITY			**10% Bid Bond**		**10% Bid Bond**	
ITEM No.	**ITEM DESCRIPTION**	**UNITS**	**QTY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	18" PS115 PVC sewer main w/suitable backfill, 0'-25' deep, complete in place	LF	142	$685.00	$97,270.00	$3,290.00	$467,180.00
2	18" CL-50 DIP sewer main w/suitable backfill, > 25' deep, complete in place	LF	311	$3,000.00	$933,000.00	$4,400.00	$1,368,400.00
3	18" CL-50 DIP sewer main installed by means of boring and jacking, complete in place	LF	353	$3,900.00	$1,376,700.00	$500.00	$176,500.00
4	30" Steel casing pipe installed by means of boring and jacking, complete in place	LF	337	$2,500.00	$842,500.00	$5,500.00	$1,853,500.00
5	New 5' diameter base manhole, with 4' diameter risers, 0'-25' deep, complete in place	EA	3	$135,000.00	$405,000.00	$30,000.00	$90,000.00
6	New 5' diameter base manhole, with 4' diameter risers, > 25' deep, complete in place	EA	1	$135,000.00	$135,000.00	$75,000.00	$75,000.00
7	New 5' diameter manhole, with 5' diameter risers, > 25' deep, complete in place	EA	1	$135,000.00	$135,000.00	$85,000.00	$85,000.00
8	Replacement 5' diameter base manhole, with 4' diameter risers, > 25' deep, complete in place	EA	1	$90,000.00	$90,000.00	$100,000.00	$100,000.00
9	New 5' diameter base doghouse manhole, with 4' diameter risers, > 25' deep, complete in place	EA	1	$135,000.00	$135,000.00	$100,000.00	$100,000.00
10	Connection to existing manhole #494B, complete in place	EA	1	$20,937.00	$20,937.00	$25,000.00	$25,000.00
11	Modifications in existing drop manhole A493, complete in place	EA	1	$18,676.00	$18,676.00	$25,000.00	$25,000.00
12	Standard frame and cover, complete in place	EA	2	$2,982.00	$5,964.00	$1,800.00	$3,600.00
13	Watertight frame and cover, complete in place	EA	5	$2,982.00	$14,910.00	$1,750.00	$8,750.00
14	Concrete curb replacement, complete in place	LF	316	$69.00	$21,804.00	$115.00	$36,340.00
15	Finish grading and seeding, complete in place	LS	1	$35,475.00	$35,475.00	$80,000.00	$80,000.00
16	Temporary pavement restoration, complete in place	SY	445	$117.00	$52,065.00	$18.00	$8,010.00
17	Permanent pavement base course restoration, complete in place	SY	470	$93.00	$43,710.00	$75.00	$35,250.00
18	Permanent pavement wearing course restoration, complete in place	SY	470	$87.00	$40,890.00	$40.00	$18,800.00
19	Permanent pavement restoration - mill & overlay, complete in place	SY	1,300	$31.00	$40,300.00	$32.00	$41,600.00
20	Temporary relocation and replacement of underground electric service	LS	1	$268,300.00	$268,300.00	$260,000.00	$260,000.00
21	Televising of sewer lines	LS	1	$11,399.00	$11,399.00	$15,000.00	$15,000.00
22	E&S Control Measures	LS	1	$115,612.00	$115,612.00	$25,000.00	$25,000.00
23	Traffic Control	LS	1	$68,437.00	$68,437.00	$8,500.00	$8,500.00
24	Preconstruction DVD survey	LS	1	$2,496.00	$2,496.00	$5,000.00	$5,000.00
25	Allowance (Norfolk Southern Inspection Fees) Bidder MUST Enter $20,000.00	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00
26	Allowance (PECO Fees), Bidder must enter $5,000	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	Total Amount of Contract				**$4,935,445.00**		**$4,936,430.00**

MOTION 4.G

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council reject the bid submitted by **G&B Construction**, the only qualified bidder, for the JFK Park Playground Replacement Project in the amount of **$698,410.00**, per the attachment.

Motioned by: William Winchester, Jr.

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Rick Carbo Director of Buildings and Grounds

DATE: September 2, 2026

SUBJECT: JFK Playground Replacement Project

Overview

After Advertising the above-mentioned Bid award, we received one bid for this project. The sole bid was from G&B Construction in the amount of $698,410.00. This project was to include the removal of the existing play structure and wood carpet located at JFK Park and install a new specified play structure and 300cu/yds of wood carpet. We budgeted $350,000.00 for this project

Key Changes

This playground structure was to replace the existing structure that was installed in 1997 and has naturally reached its useful end.

Policy Considerations

Since there was only one bidder and the price was almost double what was budgeted, I think it is appropriate to reject the bid.

Fiscal Impact

There will be no fiscal impact at this time.

Recommendation

I would recommend that Council reject the bid from G&B Construction for the JFK Park Playground Replacement Project in
the amount of $698,410.00.

MOTION 4.H

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the purchase and installation of playground equipment for JFK Park through the Costars Cooperative Purchasing Program, at a total cost not to exceed $300,000.00, per the attachment.

Motioned by: William Winchester, Jr.

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Rick Carbo Director of Buildings and Grounds

DATE: September 2, 2026

SUBJECT: JFK Playground Costars

Overview

The JFK Park playground is marked for replacement as part of the 2026 Parks Capital Budget. The existing play structure was installed in 1997 and is at the end of its useful life. We currently have $350,000.00 budgeted for this project. We recently went out to bid to replace the existing play apparatus with new, but the bid came in significantly higher than what we budgeted.

Key Changes

I would like to use Costars to purchase and install a new Playground system at JFK Park. Costars is the Commonwealth of Pennsylvania's cooperative purchasing program.

Policy Considerations

We will follow all criteria provided to us from the Solicitors office regarding Bonding and Insurance requirements, along with prevailing wage determination.

Fiscal Impact

The fiscal impact for this project will be less than $300,000.00

Recommendation

I would recommend that we use the Costars Program to replace the JFK Playground.

MOTION 4.I

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council reject all bids for the East Plymouth Valley Park Press Box and Ball Field Renovation Project, per the attachment.

Motioned by: Kristin Frederick Leonard

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Rick Carbo Director of Buildings and Grounds

DATE: September 2, 2026

SUBJECT: EPV Park Press Box and Ball Field Renovation Project

Overview

This project is a multi-prime project with a General Contract and an Electrical Contract. The General Contract also had two Add Alternate Bids #1 was for the installation of artificial turf on the infield of field #2 and the second was for new fencing on field #2 these Alternate Bids are not included in the Base Bid. We received one bid for the General Contract from L.J. Paolella Construction. L.J. Paolella's base bid is $897,000.00, Add Alternate #1 is $391,000.00, and Add Alternate #2 is $48,000.00. We also received three bids for the Electrical Contract, the lowest bidder in the amount of $38,200.00 is S&S Electrical Construction. The sum of these two bids makes the base bid $935,200.00. We Budgeted $550,000.00 for the Base Bid portion of this project.

Key Changes

This project included new dugouts and backstop fencing on field #1, new dugouts on field #4, new dugouts and drainage on field #2 and the complete renovation of field #2 Press Box building including electrical upgrades.

Policy Considerations

Since the bids came in significantly higher than what was budgeted for this project, I think it is appropriate to reject all bids.

Fiscal Impact

There will be no fiscal impact at this time.

Recommendation

I would recommend that Council reject all bids for the EPV Park Press Box and Ball Field Renovation Project

MOTION 4.J

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the purchase and installation of dugouts and fencing for Fields 1 and 4 at East Plymouth Valley Park through the Costars Cooperative Purchasing Program, at a total cost not to exceed $300,000.00, per the attachment.

Motioned by: Kristin Frederick Leonard

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Rick Carbo Director of Buildings and Grounds

DATE: September 2, 2026

SUBJECT: EPV Dugout and Backstop Replacement via Costars

Overview

The EPV Park field #1 and field #4 dugouts along with the backstop on field #1 are scheduled to be replaced as part of the 2026 Parks Capital Budget. We entered into a joint project with Plymouth Little League to include these renovations along with significant renovations to field #2 and the Press Box. We put this project out to bid and the results were significantly higher than what we had budgeted, including the funds Plymouth Little League pledged towards the project. Plymouth Little League's funds included cash and grant.

Key Changes

I would like to use Costars to purchase and install new dugouts on field #1 and field #4 along with a new backstop on field #1. Costars is the Commonwealth of Pennsylvania's cooperative purchasing program.

Policy Considerations

We will follow all criteria provided to us from the Solicitors office regarding Bonding and Insurance requirements, along with prevailing wage determination.

Fiscal Impact

The fiscal impact for this project will be less than $300,000.00

Recommendation

I would recommend that we use the Costars Program to replace the EPV field #1 and #4 dugouts and the backstop on field #1

MOTION 4.K

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the Change Order GC-007 for the Harmonville Fire Station Rebuild Project, in the amount of $3,672.67, per the attachment.

Motioned by: Christopher Manero

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council

FROM: Matt West, Township Manager

DATE: September 3, 2026

SUBJECT: Change Order GC-07: Harmonville Fire Company Station 2 Rebuild

Overview

Change Order GC-07 for the Harmonville Fire Company Fire Station 2 Rebuild Project is for providing and installing rebar within the new CMU wall that was not part of the original design. This change order was executed by the Township Manager in accordance with the authority granted by Resolution 2025-38 authorizing the Township Manager to execute change orders in a total sum not to exceed $10,000 for this project and the Greater Plymouth Community Center Natatorium Renovations. Adoption of this Change Order provides Council with formal acknowledgment and documentation of the approved change.

Key Changes

- Install rebar within new CMU wall.
- The original contract amount was $3,299,000.00.
- Previously authorized Change Orders totaled $21,828.68, bringing the contract to $3,320,828.68 prior to this change.
- This Change Order increases the contract by $3,672.67, resulting in a new contract total of $3,324,501.35.
- There is no change to the Contract Time; the Substantial Completion date remains unchanged.
- The Township Manager executed this Change Order under the authority granted by Council resolution, prior to this formal acknowledgment.

Policy Considerations

Utilizing the Township Manager's delegated authority allowed the modification to proceed without delaying construction, while keeping the cost increase within the $10,000 limit authorized by Council.

Fiscal Impact

The contract sum increases by $3,672.67, which is within the previously authorized limit for Manager-approved change orders. There is no impact on the project schedule.

Recommendation

Staff recommends that Council formally acknowledge and approve Change Order GC-07 for the Harmonville Fire Station 2 Rebuild Project.

AIA Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Harmonville Fire Company	Contract For: General Construction Date: 07-01-2025	Change Order Number: GC-07 Date: 08-27-2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Harmonville Fire Company 904 Germantown Pike Plymouth Meeting, PA 19462	KCBA Architects 8 E Broad St, Hatfield, PA 19440	E.R. Stuebner Inc. 227 Blair Ave Reading, PA 19601

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
As a result of the existing foundation conditions of the ambulance building wall that was discovered when excavation occurred, the structural engineer had directed the use of rebar within the new CMU wall that was not part of the original design.

The original Contract Sum was	$	3,299,000.00
The net change by previously authorized Change Orders	$	21,828.68
The Contract Sum prior to this Change Order was	$	3,320,828.68
The Contract Sum will be increased by this Change Order in the amount of	$	3,672.67
The new Contract Sum including this Change Order will be	$	3,324,501.35

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
BY: Rick Stamper, RA	BY: Doug George, President/CEO	BY: Matt West, Township Manager
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
8/27/2026		8/27/2026
Date	*Date*	*Date*

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the Change Order GC-008 for the Harmonville Fire Station Rebuild Project, in the amount of $5,473.91, per the attachment.

Motioned by: Christopher Manero

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council

FROM: Matt West, Township Manager

DATE: September 3, 2026

SUBJECT: Change Order GC-08: Harmonville Fire Company Station 2 Rebuild

Overview

During demolition of the upper portion of the existing ambulance wall, it was discovered that the existing CMU wall lacked grouted cores and reinforcing steel. Change Order GC-08 provides for the installation of one course of reinforced CMU, including a bond beam and reinforcing steel, to stabilize and tie the top of the wall together. The work is necessary to provide a suitable surface for fastening the blocking required to support the building expansion joint between the existing and new buildings.

This change order was executed by the Township Manager in accordance with the authority granted by Resolution 2025-38 authorizing the Township Manager to execute change orders in a total sum not to exceed $10,000 for this project and the Greater Plymouth Community Center Natatorium Renovations. Adoption of this Change Order provides Council with formal acknowledgment and documentation of the approved change.

Key Changes

- Install one course of reinforced CMU, including a bond beam and reinforcing steel, to stabilize and tie the top of the wall together.
- The original contract amount was $3,299,000.00.
- Previously authorized Change Orders totaled $25,501.35, bringing the contract to $3,324,501.35 prior to this change.
- This Change Order increases the contract by $5,473.91, resulting in a new contract total of $3,329,975.26.
- There is no change to the Contract Time; the Substantial Completion date remains unchanged.
- The Township Manager executed this Change Order under the authority granted by Council resolution, prior to this formal acknowledgment.

Policy Considerations

Utilizing the Township Manager's delegated authority allowed the modification to proceed without delaying construction, while keeping the cost increase within the $10,000 limit authorized by Council.

Fiscal Impact

The contract sum increases by $5,473.91, which is within the previously authorized limit for Manager-approved change orders. There is no impact on the project schedule.

Recommendation

Staff recommends that Council formally acknowledge and approve Change Order GC-08 for the Harmonville Fire Station 2 Rebuild Project.

PCO #014

E. R. Stuebner, Inc.
227 Blair Avenue
Reading, Pennsylvania 19601
Phone: 6103766625

Project: 25-003 - Harmonville Fire Station
904 Germantown Pike
PlymouthMeeting, Pennsylvania 19462

Prime Contract Potential Change Order #014: Parapet 10" Block

TO:	Plymouth Township 700 Belvoir Road Plymouth Meeting, Pennsylvania 19462	**FROM:**	ER Stuebner Inc 227 Blair Avenue Reading, Pennsylvania 19601
PCO NUMBER/REVISION:	014 / 0	**CONTRACT:**	25-003 - Harmonville Fire Station
REQUEST RECEIVED FROM:		**CREATED BY:**	Matt Griswold **(ER Stuebner Inc)**
STATUS:	Pending - In Review	**CREATED DATE:**	6/19/2026
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$5,473.91

POTENTIAL CHANGE ORDER TITLE: Parapet 10" Block

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #023 - Parapet 10" CMU
This change is for the installation of 1 course of 10" block grouted solid on top of the parapet wall of the ambulance building. This is due to the discovery of the wall not being grouted upon demo. This would allow the installation of the blocking as shown on the plans.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	04-045.S MASONRY SUB.Subcontractors	Parapet CMU	$4,739.31
		Subtotal:	**$4,739.31**
		Overhead (5.00%):	$236.97
		Profit (10.00%):	$497.63
		Grand Total:	**$5,473.91**

The contract duration will be changed by days. If no number of days is identified, then a Time Impact Analysis will be conducted on the schedule at the time of additional work authorization, and the allocated time will be added to the schedule via separate change order.

ER Stuebner Inc
227 Blair Avenue
Reading, Pennsylvania 19601

SIGNATURE **DATE**

Extra Work Order
002-Rev.1

Contractor:		Date:	6/19/26
Setag Construction Co,. Inc.		Customer:	E.R. Stuebner
1670 Shefley Lane		Project :	Harmonville Fire Co.
Collegeville PA 19426		Project Manager:	Sam Hazlett

Description:

Install one (1) course of 10" CMU 40 ft. long and grouted solid

Labor:	Quantity:	Units:	Hourly Rate:	Total:
Project Supervisor		hour(s)	$ 96.76	$ -
Foreman	8	hour(s)	$ 89.76	$ 718.08
Bricklayer	8	hour(s)	$ 84.76	$ 678.08
Stonemason		hour(s)	$ 84.80	$ -
Operator		hour(s)	$ 90.69	$ -
Laborer	16	hour(s)	$ 68.92	$ 1,102.72
Truck Driver		hour(s)	$ 80.00	$ -
Estimating		hour(s)	$ 115.00	$ -

Material:	Quantity:	Units:	Cost:	Total:
10" CMU	30	ea	$ 2.70	$ 81.00
Grout	20	bags	$ 12.50	$ 250.00
PLS	3	bags	$ 12.45	$ 37.35
Rebar	80	LF	$ 0.84	$ 67.20
Grout Stop	1	Roll	$ 12.95	$ 12.95

Equipment:	Quantity:	Units:	Per Hour:	Total:
Misc. Tools	16	ea	$ 15.00	$ 240.00
			$ -	$ -
			$ -	$ -

Labor	$ 2,498.88
Labor Tax & Ins.	$ 874.61
Material	$ 448.50
Material Tax	$ 26.91
Equipment	$ 240.00
Equipment Tax	$ 14.40
Field Cost	$ 4,103.30
Overhead	$ 410.33
Profit	$ 225.68

Total **$ 4,739.31**

MOTION 4.M

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the 2027 Minimum Municipal Obligation for the Police and Employee Pension Plans, per the attachment.

Motioned by: Aaron Nelson

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Kellen Jarrett, Finance Director

DATE: September 3, 2026

SUBJECT: 2027 Minimum Municipal Obligation (MMO)

Overview

Plymouth Township's Actuary (CBIZ) has completed the actuarial calculations of Plymouth Township's 2027 Minimum Municipal Obligation (MMO) for the Police and Employee Pension Plans. The actuarial report recommends that the Township budget $2,114,062 for the Police Pension Plan and $737,153 for the Employees Pension Plan, for a combined 2027 MMO of $2,851,215. These calculations are determined through a combination of projected 2026 W-2 payrolls, normal cost percentage, plan administrative expenses, amortization requirements and estimated member contributions

Key Changes

Each year the Township must fund each pension plan using the MMO amounts budgeted. This year the Police Pension Plan increased $139,312 or 7.05% and the Employee Pension Plan increased $7,382 or 1.01%

Policy Considerations

The MMOs are based on the actuarial analysis provided by CBIZ and represent the amounts the Township needs to budget for both pension plans. Funding the MMO is a statutory requirement and represents an annual financial obligation of the Township. Failure to do so can result in a loss of state aid for the plans.

Fiscal Impact

Appropriately funding both plans supports the Township's commitment to meeting its pension obligations and maintaining the long-term financial health of its pension plans.

Recommendation

It is recommended that Council approve the 2027 MMO for both pension plans and authorize these amounts to be incorporated into the Township's 2027 budget. This action will ensure that the Township appropriately budgets for its pension obligations and supports the continued financial health of both plans.

CBIZ

August 19, 2026

Mr. Kellen Jarrett
Finance Director
Plymouth Township
700 Belvoir Road
Plymouth Meeting, PA 19462

Re: Plymouth Township Pension Plans – 2027 Minimum Municipal Obligation (MMO)

Dear Kellen:

We have completed and are enclosing the year 2027 budget information with respect to the Township's Pension Plans. As shown on the attached exhibits, the Township should budget the following contributions for 2027:

Plan	**MMO**
Police Pension Plan	$2,114,062
Employees Pension Plan	737,153
Total	$2,851,215

The Township should therefore budget a transfer of $2,851,215 from the General Fund to the Township's pension funds. The Township may also budget the estimated General Municipal Pension System State Aid of $1,086,504 as Intergovernmental Revenue. This is based on the 2025 unit value of $6,665.6690 and 163 units (46 police officers and 71 non-uniformed defined benefit plan employees).

Therefore, the estimated net contribution to be paid from the Township's General Fund in 2027 is $1,764,711 (assuming the unit value for 2027 is $6,665.6690).

If there are any questions regarding the above information, please let me know.

Sincerely,

Kevin Stanton

Kevin Stanton, EA, ASA, MAAA
Senior Actuarial Consultant

Enclosures

Exhibit 1

PLYMOUTH TOWNSHIP POLICE PENSION PLAN

2027 Minimum Municipal Obligation

1.	2026 Projected W-2 Payroll	$	7,451,905
2.	Total Normal Cost Percentage		27.37%
3.	Total Normal Cost = (1) x (2)	$	2,039,586
4.	Total Administrative Expense		159,200
5.	Total Amortization Requirement		138,833
6.	Total Financial Requirement = (3) + (4) + (5)	$	2,337,619
7.	Total Estimated Member Contributions = (1) x 3.00%		223,557
8.	Funding Adjustment		0
9.	Minimum Municipal Obligation = (6) - (7) - (8)	$	2,114,062

____

Signature of Chief Administrative Officer

____

Date Certified to Governing Body

Exhibit 2

PLYMOUTH TOWNSHIP EMPLOYEES' PENSION PLAN

2027 Minimum Municipal Obligation

1.	2026 Projected W-2 Payroll	$	5,787,739
2.	Total Normal Cost Percentage		14.09%
3.	Total Normal Cost = (1) x (2)	$	815,492
4.	Total Administrative Expense		103,900
5.	Total Amortization Requirement		0
6.	Total Financial Requirement = (3) + (4) + (5)	$	919,392
7.	Total Estimated Member Contributions		0
8.	Funding Adjustment		182,239
9.	Minimum Municipal Obligation = (6) - (7) - (8)	$	737,153

Signature of Chief Administrative Officer

Date Certified to Governing Body

MOTION 4.N

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the stipulation to settle regarding the tax parcel located at 120 W. Germantown Pike in the amount of $16,800.41, per the attachment.

Motioned by: William Winchester, Jr.

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Kellen Jarret, Finance Director

DATE: September 3, 2026

SUBJECT: Stipulation to Settle 120 W. Germantown Pike (Tax Parcel No. 49-00-04179-00-2)

Overview

PFI VPN Portfolio Fee Owner LLC, the owner of 120 W. Germantown Pike (Tax Parcel No. 49-00-04179-00-2), filed an appeal seeking a reduction in the property's assessment. The parties have agreed to settle the appeal and establish a reduced assessment schedule rather than continue the litigation. The proposed settlement requires the assessment to decrease from $2,301,000 to $1,832,700 for 2022, $1,504,800 for 2023, $994,000 for 2024, $921,200 for 2025, and $769,000 beginning in 2026.

Key Changes

The property assessment will be reduced from $2,301,000 to $1,832,700 for 2022, $1,504,800 for 2023, $994,000 for 2024, $921,200 for 2025, and $769,000 beginning in 2026. The assessment will remain at $769,000 unless there is a subsequent successful assessment appeal, a County-wide reassessment, or another change permitted by law. Due to this reassessment, Plymouth Township will issue the taxpayer a refund of $16,800.41 for overpaid taxes for tax years 2022 through 2026. If the taxes were paid within the discount period, two percent would be deducted from the overpayment

Policy Considerations

Settlement of the assessment appeal provides a defined resolution to the pending litigation and avoids the risks, costs, and uncertainty associated with continued proceedings. The stipulation provides for a binding settlement upon court approval. The agreement also establishes a clear assessment going forward, subject to the circumstances identified in the stipulation.

Fiscal Impact

The immediate fiscal impact to Plymouth Township is a refund of $16,800.41 for overpaid Township taxes for tax years 2022 through 2026, subject to verification and the potential two-percent discount-period adjustment. In addition, the reduced 2026 assessment results in an annual Township assessment reduction of $1,532,000. At the Township's 2026 millage rate of 3.8 mills, the stipulation reflects a 2026 Township tax difference of approximately $5,821.60 or a revenue decrease of $5,821.60 moving forward.

Recommendation

Staff recommends that Council approve the Stipulation to Settle concerning 120 W. Germantown Pike and authorize the Township to take the actions necessary to implement the settlement upon entry of the Court's approval, including issuance of the applicable Township tax refund.

McNEES WALLACE & NURICK LLC
BY: LOREN D. SZCZESNY, ESQUIRE
IDENTIFICATION NO. 63242
401 PLYMOUTH ROAD
SUITE 620
PLYMOUTH MEETING, PA 19462
(484)533-0145

ATTORNEYS FOR
COLONIAL SCHOOL DISTRICT

PFI VPN PORTFOLIO FEE OWNER LLC	: IN THE COURT OF COMMON PLEAS : OF MONTGOMERY COUNTY, PA:
v.	: CIVIL ACTION - LAW
THE BOARD OF ASSESSMENT APPEALS OF MONTGOMERY COUNTY and COLONIAL SCHOOL DISTRICT, et al.	: DOCKET NO. 2021-19614 : TAX PARCEL NO. 49-00-04179-00-2

STIPULATION TO SETTLE

WHEREAS, PFI VPN PORTFOLIO FEE OWNER LLC (hereinafter referred to as "Taxpayer") is the current owner of the tax parcel located at **120 W. Germantown Pike,** Plymouth Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel No. **49-00-04179-00-2** ("Subject Property"); and

WHEREAS, PFI VPN PORTFOLIO FEE OWNER LLC filed an appeal to the Montgomery County Board of Assessment Appeals ("Board") seeking a reduction in the assessment of the Subject Property for the 2022 tax year; and

WHEREAS, the Montgomery County Board of Assessment Appeals, by notice dated September 24, 2021, issued a Notice of No Change in the Current Assessment of 2,301,000, effective January 1, 2022 for County and Township tax purposes, and July 1, 2022 for School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about September 29, 2021; said appeal being filed at Docket No. 2021-19614; and

WHEREAS, the Montgomery County Board of Assessment Appeals entered its appearance and the Colonial School District intervened in the tax assessment appeal; and

WHEREAS, based upon the risks and hazards of litigation, the parties hereto have all decided that it is in their best interest to settle the above-captioned matter based upon the terms and conditions outlined in this Stipulation to Settle.

NOW, THEREFORE, the undersigned, intending to be legally bound and to bind their respective clients, agree to the following settlement:

1. Effective January 1, 2022, for County and Township tax purposes, and July 1, 2022 for School District tax purposes, the assessment on the Subject Property shall be reduced from **2,301,000 to 1,832,700;** and

2. Effective January 1, 2023, for County and Township tax purposes, and July 1, 2023 for School District tax purposes, the assessment on the Subject Property shall be reduced from **2,301,000 to 1,504,800;** and

3. Effective January 1, 2024, for County and Township tax purposes, and July 1, 2024 for School District tax purposes, the assessment on the Subject Property shall be reduced from **2,301,000 to 994,000;** and

4. Effective January 1, 2025, for County and Township tax purposes, and July 1, 2025 for School District tax purposes, the assessment on the Subject Property shall be reduced from **2,301,000 to 921,200;** and

5. Effective January 1, 2026, for County and Township tax purposes, and July 1, 2026 for School District tax purposes, the assessment on the Subject Property shall be reduced from **2,301,000 to 769,000;** and

6. The assessment of the Subject Parcel shall remain at **769,000** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or any other change that permits a change in the assessment as provided by applicable law.

7. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes to Montgomery County for tax years 2022 through 2026 in the amount of **$27,083.05,** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022	2,301,000	1,832,700	468,300	3.923	$1,837.14
2023	2,301,000	1,504,800	796,200	4.237	$3,373.50
2024	2,301,000	994,000	1,307,000	4.788	$6,257.92
2025	2,301,000	921,200	1,379,800	5.252	$7,246.71
2026	2,301,000	769,000	1,532,000	5.462	$8,367.78

8. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **$27,083.05,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

9. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes allocated to Montgomery County Community College for tax years 2022 through 2026 in the amount of **$2,291.69** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022	2,301,000	1,832,700	468,300	0.39	$182.64
2023	2,301,000	1,504,800	796,200	0.39	$310.52
2024	2,301,000	994,000	1,307,000	0.39	$509.73
2025	2,301,000	921,200	1,379,800	0.39	$538.12
2026	2,301,000	769,000	1,532,000	0.49	$750.68

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **$2,291.69,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

11. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes to Plymouth Township for tax years 2022 through 2026 in the amount of **$16,800.41** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022	2,301,000	1,832,700	468,300	2.52	$1,180.12
2023	2,301,000	1,504,800	796,200	2.62	$2,086.04
2024	2,301,000	994,000	1,307,000	2.792	$3,649.14
2025	2,301,000	921,200	1,379,800	2.945	$4,063.51
2026	2,301,000	769,000	1,532,000	3.8	$5,821.60

12. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Plymouth Township shall issue to Taxpayer a refund, without interest, in the amount of **$16,800.41,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

13. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes to the Colonial School District for School tax years 2022/2023, 2023/2024, 2024/2025 and 2025/2026 in the amount of **$101,464.05** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022/2023	2,301,000	1,832,700	468,300	24.395	$11,424.18
2023/2024	2,301,000	1,504,800	796,200	25.020	$19,920.92
2024/2025	2,301,000	994,000	1,307,000	25.678	$33,561.15
2025/2026	2,301,000	921,200	1,379,800	26.495	$36,557.80

14. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Colonial School District shall issue to Taxpayer a refund, without interest, in the amount of **$101,464.05,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

15. The calculations of the overpayments in this Stipulation to Settle are subject to verification by the tax collector for Montgomery County, Plymouth Township and the Colonial School District.

16. The undersigned agree that they have received the appropriate authorization from their clients to execute this Stipulation to Settle.

17. This Stipulation to Settle shall be binding upon the undersigned, the undersigned's clients, their clients' successors, grantees and assigns.

Loren D. Szczesny, Esquire Attorney for Colonial School District	Paul Tannenbaum, Esquire Attorney for Taxpayer
Samantha A. Magee, Esquire Attorney for Montgomery County Board of Assessment Appeals	Brian Phillips, Esquire Attorney for Montgomery County
Alexander Glassman, Esquire Attorney for Plymouth Township	

IN THE COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

PFI VPN PORTFOLIO FEE OWNER LLC	:	IN THE COURT OF COMMON PLEAS
	:	OF MONTGOMERY COUNTY, PA:
v.	:	
	:	CIVIL ACTION - LAW
	:	
THE BOARD OF ASSESSMENT APPEALS	:	DOCKET NO. 2021-19614
OF MONTGOMERY COUNTY and	:	
COLONIAL SCHOOL DISTRICT, et al.	:	TAX PARCEL NO. 49-00-04179-00-2

ORDER

AND, NOW, this day of , 2026, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

IT IS FURTHER ORDERED and DECREED that the Montgomery County Board of Assessment Appeals shall make the appropriate adjustments to the assessment as agreed to in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned action "settled, discontinued and ended."

BY THE COURT:

_______________________________ J.

MOTION 4.O

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the stipulation to settle regarding the tax parcel located at 140 W. Germantown Pike in the amount of $10,884.83, per the attachment.

Motioned by: William Winchester, Jr.

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: Kellen Jarret, Finance Director

DATE: September 3, 2026

SUBJECT: Stipulation to Settle 140 W. Germantown Pike (Tax Parcel No. 49-00-04178-00-3)

Overview

PFI VPN Portfolio Fee Owner LLC, the owner of 140 W. Germantown Pike (Tax Parcel No. 49-00-04178-00-3), filed an appeal seeking a reduction in the property's assessment. The parties have agreed to settle the appeal and establish a reduced assessment schedule rather than continue the litigation. The proposed settlement requires the assessment to decrease from $1,930,000 to $1,877,400 for 2022, $1,305,380 for 2023, $1,100,500 for 2024, $1,019,900 for 2025, and $845,900 beginning in 2026.

Key Changes

The property assessment will be reduced from $1,930,000 to $1,877,400 for 2022, $1,305,380 for 2023, $1,100,500 for 2024, $1,019,900 for 2025, and $845,900 beginning in 2026. The assessment will remain at $845,900 unless there is a subsequent successful assessment appeal, a County-wide reassessment, or another change permitted by law. Due to this reassessment, Plymouth Township will issue the taxpayer a refund of $10,884.83 for overpaid taxes for tax years 2022 through 2026. If the taxes were paid within the discount period, two percent would be deducted from the overpayment

Policy Considerations

Settlement of the assessment appeal provides a defined resolution to the pending litigation and avoids the risks, costs, and uncertainty associated with continued proceedings. The stipulation provides for a binding settlement upon court approval. The agreement also establishes a clear assessment going forward, subject to the circumstances identified in the stipulation.

Fiscal Impact

The immediate fiscal impact to Plymouth Township is a refund of $10,884.83 for overpaid Township taxes for tax years 2022 through 2026, subject to verification and the potential two-percent discount-period adjustment. In addition, the reduced 2026 assessment results in an annual Township assessment reduction of $1,084,100. At the Township's 2026 millage rate of 3.8 mills, the stipulation reflects a 2026 Township tax difference of approximately $4,119.58 or a revenue decrease of $4,119.58 moving forward.

Recommendation

Staff recommends that Council approve the Stipulation to Settle concerning 140 W. Germantown Pike and authorize the Township to take the actions necessary to implement the settlement upon entry of the Court's approval, including issuance of the applicable Township tax refund.

McNEES WALLACE & NURICK LLC
BY: LOREN D. SZCZESNY, ESQUIRE
IDENTIFICATION NO. 63242
401 PLYMOUTH ROAD
SUITE 620
PLYMOUTH MEETING, PA 19462
(484)533-0145

ATTORNEYS FOR
COLONIAL SCHOOL DISTRICT

PFI VPN PORTFOLIO FEE OWNER LLC	: IN THE COURT OF COMMON PLEAS
	: OF MONTGOMERY COUNTY, PA:
v.	:
	: CIVIL ACTION - LAW
	:
THE BOARD OF ASSESSMENT APPEALS	: DOCKET NO. 2021-19613
OF MONTGOMERY COUNTY and	:
COLONIAL SCHOOL DISTRICT, et al.	: TAX PARCEL NO. 49-00-04178-00-3

STIPULATION TO SETTLE

WHEREAS, PFI VPN PORTFOLIO FEE OWNER LLC (hereinafter referred to as "Taxpayer") is the current owner of the tax parcel located at **140 W. Germantown Pike,** Plymouth Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel No. **49-00-04178-00-3** ("Subject Property"); and

WHEREAS, PFI VPN PORTFOLIO FEE OWNER LLC filed an appeal to the Montgomery County Board of Assessment Appeals ("Board") seeking a reduction in the assessment of the Subject Property for the 2022 tax year; and

WHEREAS, the Montgomery County Board of Assessment Appeals, by notice dated September 24, 2021, issued a Notice of No Change in the Current Assessment of 1,930,000, effective January 1, 2022 for County and Township tax purposes, and July 1, 2022 for School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about September 29, 2021; said appeal being filed at Docket No. 2021-19613; and

WHEREAS, the Montgomery County Board of Assessment Appeals entered its appearance and the Colonial School District intervened in the tax assessment appeal; and

WHEREAS, based upon the risks and hazards of litigation, the parties hereto have all decided that it is in their best interest to settle the above-captioned matter based upon the terms and conditions outlined in this Stipulation to Settle.

NOW, THEREFORE, the undersigned, intending to be legally bound and to bind their respective clients, agree to the following settlement:

1. Effective January 1, 2022, for County and Township tax purposes, and July 1, 2022 for School District tax purposes, the assessment on the Subject Property shall be reduced from **1,930,000 to 1,877,400;** and

2. Effective January 1, 2023, for County and Township tax purposes, and July 1, 2023 for School District tax purposes, the assessment on the Subject Property shall be reduced from **1,930,000 to 1,305,380;** and

3. Effective January 1, 2024, for County and Township tax purposes, and July 1, 2024 for School District tax purposes, the assessment on the Subject Property shall be reduced from **1,930,000 to 1,100,500;** and

4. Effective January 1, 2025, for County and Township tax purposes, and July 1, 2025 for School District tax purposes, the assessment on the Subject Property shall be reduced from **1,930,000 to 1,019,900;** and

5. Effective January 1, 2026, for County and Township tax purposes, and July 1, 2026 for School District tax purposes, the assessment on the Subject Property shall be reduced from **1,930,000 to 845,900;** and

6. The assessment of the Subject Parcel shall remain at **845,900** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or any other change that permits a change in the assessment as provided by applicable law.

7. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes to Montgomery County for tax years 2022 through 2026 in the amount of **$17,525.71,** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022	1,930,000	1,877,400	52,600	3.923	$206.35
2023	1,930,000	1,305,380	624,620	4.237	$2646.51
2024	1,930,000	1,100,500	829,500	4.788	$3,971.65
2025	1,930,000	1,019,900	910,100	5.252	$4,779.85
2026	1,930,000	845,900	1,084,100	5.462	$5,921.35

8. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **$17,525.71,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

9. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes allocated to Montgomery County Community College for tax years 2022 through 2026 in the amount of **$1,473.77** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022	1,930,000	1,877,400	52,600	0.39	$20.51
2023	1,930,000	1,305,380	624,620	0.39	$243.60
2024	1,930,000	1,100,500	829,500	0.39	$323.51
2025	1,930,000	1,019,900	910,100	0.39	$354.94
2026	1,930,000	845,900	1,084,100	0.49	$531.21

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **$1,473.77,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

11. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes to Plymouth Township for tax years 2022 through 2026 in the amount of **$10,884.83** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022	1,930,000	1,877,400	52,600	2.52	$132.55
2023	1,930,000	1,305,380	624,620	2.62	$1,636.50
2024	1,930,000	1,100,500	829,500	2.792	$2,315.96
2025	1,930,000	1,019,900	910,100	2.945	$2,680.24
2026	1,930,000	845,900	1,084,100	3.8	$4,119.58

12. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Plymouth Township shall issue to Taxpayer a refund, without interest, in the amount of **$10,884.83,** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

13. As a result of the adjustment to the assessment on the Subject Property, there has been an overpayment in taxes to the Colonial School District for School tax years 2022/2023, 2023/2024, 2024/2025 and 2025/2026 in the amount of **$62,324.17** which is calculated as follows:

YEAR	OLD ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MILL RATE	OVERPAYMENT
2022/2023	1,930,000	1,877,400	52,600	24.395	$1,283.18
2023/2024	1,930,000	1,305,380	624,620	25.020	$15,627.99
2024/2025	1,930,000	1,100,500	829,500	25.678	$21,299.90
2025/2026	1,930,000	1,019,900	910,100	26.495	$24,113.10

14. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Colonial School District shall issue to Taxpayer a refund, without interest, in the amount of **$62,324.17 unl**ess Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to PFI VPN PORTFOLIO FEE OWNER LLC and mailed to the following address:

Paul Tannenbaum, Esq.
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837

15. The calculations of the overpayments in this Stipulation to Settle are subject to verification by the tax collector for Montgomery County, Plymouth Township and the Colonial School District.

16. The undersigned agree that they have received the appropriate authorization from their clients to execute this Stipulation to Settle.

17. This Stipulation to Settle shall be binding upon the undersigned, the undersigned's clients, their clients' successors, grantees and assigns.

Loren D. Szczesny, Esquire
Attorney for Colonial School District

Paul Tannenbaum, Esquire
Attorney for Taxpayer

Samantha A. Magee, Esquire
Attorney for Montgomery County Board of Assessment Appeals

Brian Phillips, Esquire
Attorney for Montgomery County

Alexander Glassman, Esquire
Attorney for Plymouth Township

IN THE COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

PFI VPN PORTFOLIO FEE OWNER LLC	: IN THE COURT OF COMMON PLEAS : OF MONTGOMERY COUNTY, PA:
v.	:
	: CIVIL ACTION - LAW
	:
THE BOARD OF ASSESSMENT APPEALS	: DOCKET NO. 2021-19613
OF MONTGOMERY COUNTY and	:
COLONIAL SCHOOL DISTRICT, et al.	: TAX PARCEL NO. 49-00-04178-00-3

ORDER

AND, NOW, this day of , 2026, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

IT IS FURTHER ORDERED and DECREED that the Montgomery County Board of Assessment Appeals shall make the appropriate adjustments to the assessment as agreed to in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned action "settled, discontinued and ended."

BY THE COURT:

____________________________ J.

MOTION 4.P

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the agreement with Hough Associates for recycling data collection, compliance services, and preparation of joint PA DEP Section 904 Recycling Performance Grant applications for calendar years 2026–2028, per the attachment.

Motioned by: Aaron Nelson

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council

FROM: Matt West, Township Manager

DATE: September 3, 2026

SUBJECT: Contract with Hough Associates – Recycling Grant Services

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Overview

Plymouth Township proposes to enter into an agreement with Hough Associates to collect residential and commercial recycling data for 2026–2028 and provide recycling compliance and grant administration services. Hough Associates will also prepare the Township's annual Montgomery County Recycling Survey and joint PA DEP Act 101 Section 904 Recycling Performance Grant applications with other municipalities participating in the recycling inter-municipal agreement (IMA).

Key Changes

- **Data Collection:** Hough Associates will coordinate with haulers to collect, verify, and maintain annual residential and commercial recycling tonnage data for the Township.
- **Compliance Reporting:** Hough Associates will prepare and file the Township's annual Montgomery County Recycling Survey and provide other recycling compliance services.
- **Grant Applications:** Hough Associates will prepare and file joint Section 904 Recycling Performance Grant applications on behalf of participating IMA municipalities.
- **Commercial Education:** Hough Associates will provide annual recycling education materials to Township businesses.
- **Township Responsibility:** The Township will provide Hough Associates with an annual list of commercial entities operating in the Township.
- **Term:** Services will be provided for calendar years 2026, 2027, and 2028.

Policy Considerations

The agreement continues the Township's longstanding partnership with Hough Associates, which has provided recycling data collection, reporting, and grant assistance to the Township for several years. Under the agreement, Hough Associates will provide dedicated assistance to meet the Township's recycling data collection and reporting requirements and participate in joint Section 904 Recycling Performance Grant applications. The joint application process allows participating municipalities to coordinate their grant submissions through Hough Associates.

Fiscal Impact

The annual fee is based on the projected recycling grant award:

- $14,000 annually if the projected grant award exceeds $60,000.
- $12,000 annually if the projected grant award is less than $60,000.
- The Township may receive a 2% discount by paying the full annual amount by January 31.

Recommendation

Staff recommends that Council approve the agreement with Hough Associates for recycling data collection, compliance services, and preparation of joint PA DEP Section 904 Recycling Performance Grant applications for calendar years 2026–2028.

Agreement Authorizing Hough Associates to Collect Residential and Commercial Recycling Data and Prepare PA DEP 904 Recycling Grant Applications for Plymouth Township

Plymouth Township authorizes Hough Associates to collect its recycling data for calendar years 2026, 2027, and 2028. Hough Associates will prepare joint grant applications with other area municipalities that participate in the recycling IMA. Hough Associates will prepare the Montgomery County Recycling Survey, the Act 101 Section 904 grant applications and other recycling compliance services.

Hough Associates will:

- Prepare and send annual data collection forms to haulers for reporting the recycling tonnage collected in Plymouth Township
- Contact all haulers that did not respond to the initial request for recycling tonnage
- Compile the annual recycling data reported to the Township and to Hough Associates in both hard copy and in a computer database. Data will be retained for 4 years following filing.
- Prepare and file the annual Montgomery County Recycling Survey Report due in February.
- Prepare and mail annual commercial recycling education to township businesses.
- Prepare and file the joint 904 Recycling Performance Grant Application forms with other IMA municipalities on or before DEP's filing deadlines.

Plymouth Township will provide Hough Associates with annual update of the commercial entities that operated in the Township for use in data collection and the recycling education mailing.

If the grant award is projected to be above $60,000, Plymouth Township agrees to pay Hough Associates a fixed price of $14,000 per year for these services payable according to the following schedule:

- $7,000 January 31
- $7,000 July 31

If the grant award is projected to be below $60,000, Plymouth Township agrees to pay Hough Associates a fixed price of $12,000 per year for these services payable according to the following schedule:

- $6,000 January 31
- $6,000 July 31

Plymouth Township may take a 2% discount if the full amount is paid by January 31.

______________________________ ______________
Accepted by Plymouth Township Date

Thomas C Hough

August 18, 2026

______________________________ ______________
Accepted by Hough Associates Date

MOTION 4.Q

PLYMOUTH TOWNSHIP, PA

COUNCIL MOTION

I MOVE THAT: Township Council Approve the second addendum to the lease between Villanova and the Township, extending the terms of the current lease through December 31, 2026, per the attachment.

Motioned by: Kristin Frederick Leonard

Seconded by:

MEMO

PLYMOUTH TOWNSHIP

TO: Township Council and Matt West, Township Manager

FROM: G. Philip Brady Jr., Parks and Recreation Director

DATE: September 3, 2026

SUBJECT: **GPCC Baseball Field Lease Addendum-Current lease extension**

Overview

Plymouth Township's agreement with Villanova University for use of the GPCC baseball field expires on September 14, 2026. While we are close to reaching an agreement with the University on the new lease, we have encountered a logistical issue with Villanova's Board of Directors meeting schedule. The Villanova Board does not meet until September 28, 2026, and therefore will not be able to approve the addendum before the current agreement expires.

For this reason, we would like to extend the current agreement through the end of 2026. This will provide sufficient time to accommodate the University's meeting schedule and finalize the new agreement.

Extending the current agreement will also allow the Villanova baseball team to continue its scheduled fall practices and games without interruption.

Key Changes

The new agreement will be in place by the end of the year (potentially sooner), allowing sufficient time for it to be reviewed and signed by both Villanova University and Township officials. Since we have reached an agreement in principle on the terms, we may also explore developing a new lease with the same terms rather than preparing another addendum, which may make the process simpler and easier to manage.

Policy Considerations

By extending the current lease until the end of the year (or when the Villanova board approves it) Villanova can continue their fall practices and we can fine tune the agreement.

Fiscal Impact

None

Recommendation

Staff recommends Council authorizes the Township Manager to sign the lease addendum (reviewed by Township's solicitor's office) to extend the current lease until the end of the year.

SECOND ADDENDUM TO LEASE

THIS SECOND ADDENDUM TO LEASE (the "Second Addendum") is made effective as of the 2nd day of September, 2026, by and between PLYMOUTH TOWNSHIP, with administrative offices located at 700 Belvoir Road, Plymouth Meeting, PA 19462, as Landlord (hereinafter "Township"), and VILLANOVA UNIVERSITY with administrative offices located at 800 Lancaster Avenue, Villanova, PA 19085, as Tenant (hereinafter "University").

BACKGROUND

A. Township and University entered into a Lease (the "Original Lease") dated January 14, 2002, pursuant to which Township agreed to lease to University the non-exclusive use of a baseball field including dugouts and batting cages on the Premises, located at 2910 Jolly Road, for the rent and upon the terms and conditions set forth in the Lease.

B. Township and University entered into an Addendum to Lease (the "First Addendum") dated June 20, 2016, pursuant to which Township agreed to renew the Lease for an additional ten (10) year period set to expire on September 14, 2026.

C. Pursuant to the approval of the Township of Tenant's Partial Site Development Plan (hereinafter the "Approval"), for installation by Tenant of an LED video scoreboard at the baseball field, which Approval is memorialized in Township Resolution 2026-14 dated February 9, 2026, and in order to accommodate the proposed installation, Township and University desire to renew the terms of the Lease for an additional ten (10) year period set to expire on December 31, 2036 by means of a Third Addendum to Lease signed by both parties.

D. To allow time for the Township and Tenant to obtain the necessary approvals to enter the Third Addendum to Lease from their respective Council and Board, Township and Tenant desire to extend the existing term of the Lease to expire on December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. INCORPORATION OF BACKGROUND.
   The above Background and the terms defined therein are incorporated herein by reference. Capitalized terms used but not defined in this Second Addendum shall have the meanings given to them in the Original Lease.

2. AMENDMENT OF LEASE.

A. The Lease, as amended by the First Addendum, is hereby amended to extend the term of the Lease to expire on October 12, 2026.

3. SAVINGS CLAUSE.

Except as modified herein, the Lease, as amended, and the First Addendum remain in full force and effect. This Second Addendum sets forth the entire amended agreement between the parties hereto and there are no representations, oral or written, not contained herein, and the same may be amended only by a writing signed by the Township and University, oral amendments hereof being of no force or effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties here unto have caused these presents to be signed and sealed on the date first upon written.

PLYMOUTH TOWNSHIP

Attest:

______________________________	By:______________________________
Matt West, Manager/Secretary	Lynne M. Viscio, Chair

VILLANOVA UNIVERSITY

Attest:

______________________________	By:______________________________
Neil Horgan VP of Finance and Chief Financial Officer	Eric Roedl VP and Director of Athletics

6. INFORMATION ITEMS

PLYMOUTH TOWNSHIP A Home Rule Municipality
MONTGOMERY COUNTY, PENNSYLVANIA
700 Belvoir Road - Plymouth Meeting, PA 19462
610.277.4100 - plymouth@plymouthtownship.org

CITIZEN BOARD VACANCY ANNOUNCEMENT

Residents wishing to serve on these Citizen Boards are asked to submit their resume or a letter expressing their interest to the Township Manager at 700 Belvoir Road, Plymouth Meeting, PA 19462 or via email at mwest@plymouthtownship.org.

The following Citizen Board positions are currently open:

1) Property Maintenance Code Appeals Board – three positions open
2) Human Relations Commission – one position open
3) Historical Architectural Review Board – two positions open
4) Building Code Appeals Board – one position open
5) Zoning Hearing Board – one alternate position open

NOTICE OF PUBLIC HEARING

The Zoning Hearing Board of Plymouth Township will hold a public hearing on Monday, September 21, 2026, commencing at 7:00 p.m., in the Plymouth Township Building, 700 Belvoir Road, Plymouth Meeting, PA 19462 on the following application(s):

JOHN PASQUINI: On an application for Variance from Plymouth Township Zoning Ordinance No. 342, as amended, Article XIX, Section 1908.g.1 and Section 1908.1/

The Variance requested is as follows: To build a detached garage 24' x 28' Two Story Carriage Style.

The property is located at 800 Erlen Road in "B" Residential Zoning District.

BOROUGH OF CONSHOHOCKEN: On an application for Special Exception from Plymouth Township Zoning Ordinance No 342, as amended, Article XIV, Section 1402.D and a Variance from Plymouth Township Zoning Ordinance No. 342, as amended, Article XXX Section 3505.

The Special Exception requested is as follows: To permit the municipal use as any use of the same general character as any permitted use."

The Variance requested is as follows: To exceed the maximum sound levels permitted between the house of 6:30 am and 6:00 pm Monday through Friday, and during emergency circumstances (for example, for the starting and outfitting of plow trucks during snow events). The Borough intends to limit disturbance to neighboring properties by, to the extent practicable, starting, outfitting, maintaining, etc. vehicles on the interior of the buildings.

The property is located at 680 Colwell Lane in "Limited Industrial" Zoning District.

Any citizen of Plymouth Township or interested party may attend the public hearing and have an opportunity to be heard.

PLYMOUTH TOWNSHIP ZONING HEARING BOARD
Joel Rowe, Zoning Officer

PTPR
SPOTLIGHTS

PLYMOUTH TOWNSHIP
PTPR
PARKS & RECREATION

Date/Season: September 2026

General:

Fall House Decorating Contest- Register by Thursday 10/16 **New!**
Radio City/NYC trip- Thursday, 12/3
New PTPR App! Free!
Fall Sponsors Wanted!- Ongoing

At GPCC:

Pilates Mat Class Morning Class- Monday 9/14 **New!**
Halloween Family Bingo-Friday, 10/2
Pool-o-Ween- Friday 10/23 **Returns!**
Vendor Market-Saturday, 11/14 **Inside!**
H2oliday Splash-Friday 12/11

In Our Parks:

Campfire & Hayride at HWP-Saturday, 10/17
Veterans Day Celebration-Wednesday, 11/4
Holiday Tree Lighting Ceremony-Wednesday, 12/2

Details available in our brochure (QR Code below), app, website, social media, or by calling 610-277-4312

Brochure QR Code: