



# BOROUGH OF NORTH WALES

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300 School Street, North Wales, PA 19454

Phone: 215-699-4424 • Fax: 215-699-3991

<http://northwalesborough.org>

## COUNCIL MEETING Tuesday, August 13, 2019

Salvatore Amato  
James Cherry  
Ronald S. Little, Jr.  
Wendy McClure  
Sally Neiderhiser

Eion O'Neill  
Daniel H. O'Connell, Sr.  
James Sando  
Paula Scott  
Gregory J. D'Angelo, Mayor

**Call to Order, Date and Time**  
**Roll Call**  
**Pledge of Allegiance**

**1. Public Comment**

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**2. Discussion: Human Relations "Draft" Ordinance**

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**3. Discussion: Streetlight Procurement Program Specifications & Proposal**

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**4. Consideration: Certification Renewal: Certified Local Government (CLG) Program**

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**5. Consideration: NWAL Waiver Request of Land Development Application Fee**

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**6. Consideration: Approval of Minutes: June 11, 2019, June 25, 2019 & July 9, 2019**

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**7. Old Business/Committee & Board Reports/Zoning Applications**

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**8. Solicitor / Mayor / Council / Chief of Police / Manager**

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**Adjournment**

**Mayor's Office Hours**

2 <sup>nd</sup> & 4 <sup>th</sup> Tuesdays	2:00 - 4:00 PM
2 <sup>nd</sup> & 4 <sup>th</sup> Wednesdays	7:00 - 8:30 PM

**Monthly Meeting Information:**

Boards and Commissions

<b>Borough Council</b>	2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of Month
<b>Zoning Hearing Board</b>	1 <sup>st</sup> Tuesday of Month as Needed
<b>Planning Commission</b>	1 <sup>st</sup> Wednesday of Month
<b>HARB</b>	3 <sup>rd</sup> Wednesday of Month
<b>Park &amp; Recreation Board</b>	2 <sup>nd</sup> Thursday of Month
<b>Shade Tree Commission</b>	2 <sup>nd</sup> Thursday of Month
<b>Nor-Gwyn Pool Commission</b>	2 <sup>nd</sup> Thursday of Month – 7:30 PM
<b>Historic Commission</b>	3 <sup>rd</sup> Tuesday of Month

All above meetings begin at 7 P.M. in the Municipal Building, unless noted otherwise.

<b>North Wales Water Authority</b>	<b>2<sup>nd</sup> &amp; 4<sup>th</sup> Wednesday of Month</b> <b>5:00 PM, 200 W. Walnut Street</b>
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Please note: The meeting is being digitally recorded.

**NORTH WALES BOROUGH  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE NORTH WALES BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA ENACTING A HUMAN RELATIONS ORDINANCE FOR THE NORTH WALES BOROUGH; DEFINING TERMS; ESTABLISHING THE NORTH WALES BOROUGH HUMAN RELATIONS COMMISSION; PROVIDING FOR THE FILING OF COMPLAINTS; PROVIDING FOR THE HUMAN RELATIONS COMMISSION'S REVIEW PROCEDURES; AND PROVIDING FOR MEDIATION OF DISPUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the public policy of the United States of America, and the Commonwealth of Pennsylvania is grounded in the concept that all individuals are entitled to equality and equal protection under law, United States Constitution, Amendment 14; Constitution of the Commonwealth of Pennsylvania, Article I, §§ 26, 28; and

**WHEREAS**, The Borough Council of North Wales finds that the population of the Borough is reflective of the general population of the United States, in that it consists of a diverse array of persons representing different characteristics based upon actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression.

**WHEREAS**, the Borough prides itself on the diversity of its citizens and residents, and the harmonious relations which have been fostered in the Borough by a widely practiced and recognized attitude of respect among all citizens of North Wales Borough; and

**WHEREAS**, The Borough Council finds that the direct and secondary negative effects of discrimination and discriminatory practices involving the personal characteristics described above in matters of employment, housing, commercial property and public accommodation are well documented nationally; and

**WHEREAS**, the practice or policy of engaging in discrimination or discriminatory practices against any individual or group, because of actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression is a matter of highest public concern, and constitutes a paramount threat to the rights, privileges, peace and good order of the citizens of North Wales Borough and to guests and

visitors of North Wales Borough, that undermines the basic tenets of our freedom as citizens of the United States, and is utterly without place in this Borough, which has a storied tradition of fiercely defending the individual rights of its citizens; and

**WHEREAS**, The North Wales Borough Council desires to establish and adopt an official policy of non-discrimination in the North Wales Borough, in all matters involving employment, housing and commercial property, and public accommodation;

**NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED**, by the Council that the following Human Relations Ordinance be enacted:

**SECTION 1:** Amendment of the Borough Code to add a new Chapter 43 (“Human Relations”) which shall read as follows:

### **CHAPTER 43**

#### **§ 43-1. Short Title.**

This Ordinance shall be known as the “North Wales Borough Human Relations Ordinance.”

#### **§ 43-2. Purpose and Declaration of Policy.**

A. The North Wales Borough finds that it is of high public importance to adopt appropriate legislation to insure that all persons, regardless of actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap, use of guide or support animals because of blindness, deafness or physical handicap of the user or the user is a handler or trainer of support or guide animals, or sexual orientation, gender identity or gender expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing and public accommodation.

B. The Borough Council of the Borough of North Wales hereby declares it to be the public policy of the Borough to foster equality and equal opportunity for all citizens, regardless of actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual’s sexual orientation, gender identity or gender expression in all matters effecting employment, housing and commercial property and public accommodation, and to safeguard the right of all persons to remain free of discrimination or discriminatory practices in any of the foregoing aspects of their lives.

C. Nothing in this Ordinance shall be construed as supporting, endorsing or advocating any particular doctrine, point of view, or religious belief. On the contrary, it is the express purpose and intent of this Ordinance that all persons be treated fairly and equally, and that all persons in the North Wales Borough shall be guaranteed fair and equal treatment under law.

D. This Ordinance shall be deemed an exercise of the police power of North Wales Borough, as provided under the Pennsylvania Borough Code, for the protection of the public welfare, prosperity, health and peace of the community of North Wales Borough.

§ 43-3. **Definitions.**

The following words and phrases, when appearing in this Ordinance, shall have the meanings given to them under this Section:

**BOROUGH:** The North Wales Borough, Montgomery County, Pennsylvania.

**BOROUGH COUNCIL:** The elected Borough Council of the North Wales Borough, Montgomery County.

**DISCRIMINATION:** Any discriminatory act(s) taken by any person, employer, entity, employment agency, or labor organization, with respect to or involving a transaction related to employment, public accommodations, publicly offered commercial property, or housing accommodations on the basis of a person's actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression.

**DISCRIMINATORY ACTS:** All acts or actions defined in the Pennsylvania Human Relations Act as unlawful discriminatory practices as related to employment, public accommodations, publicly offered commercial property, or housing accommodations on the basis of a person's actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals; or, though not set forth in the Pennsylvania Human Relations Act, because of an individual's sexual orientation, gender identity or gender expression.

**EMPLOYMENT:** The opportunity for an individual to obtain employment for which the individual is qualified.

**PUBLIC ACCOMMODATION:** The opportunity for an individual to access food, beverages or lodging, resort or amusement which is open to, accepts or solicits the patronage of the general public, but shall not include any accommodations which are in their nature distinctly private.

**COMMERCIAL PROPERTY OR HOUSING:** The opportunity for an individual to obtain any commercial property or housing accommodation for which the individual is qualified.

**GENDER IDENTITY OR EXPRESSION:** Self-perception, or perception by others, as male or female, including an individual's appearance, behavior, or physical characteristics, that may be in

accord with, or opposed to, one's physical anatomy, chromosomal sex, or assigned sex at birth, and shall include, but is not limited to, persons who are undergoing or who have completed sex reassignment, are transgender or gender variant.

**EMPLOYEE:** Does not include any individuals who, as a part of their employment, reside in the personal residence of the employer.

**EMPLOYER:** The term "employer" includes the Borough, its departments, boards, and commissions, and any other governmental agency or school district thereof, and any person employing four or more persons within the Borough, but except as hereinafter provided, does not include religious fraternal, charitable or sectarian corporations or associations, except such corporations or associations supported, in whole or in part, by governmental appropriations.

**ORDINANCE:** This Ordinance, which shall be referred to as the "North Wales Borough Human Relations Ordinance."

**PERSON:** Any natural person, fraternal, civic or other membership organization, corporation, general or limited partnership, proprietorship, limited liability company, or similar business organization, including the Borough, its departments, boards and commissions, and any other for-profit and nonprofit organization.

**SEXUAL ORIENTATION:** Actual or perceived homosexuality, heterosexuality and/or bisexuality.

Any terms of this Ordinance not expressly defined herein shall be construed in a manner consistent with the Pennsylvania Human Relations Act.

#### § 43-4. **Unlawful Practices.**

A. Discrimination in employment, housing and commercial property, or any public accommodation is prohibited under this Ordinance.

B. Retaliation against any individual because such person has opposed any practice forbidden by this Ordinance, or because such person has made a charge, testified, or assisted in any manner in any investigation or proceeding under this Ordinance is prohibited under this Ordinance.

C. Aiding, abetting, inciting, compelling, or coercing the doing of any act declared by this Ordinance to be an unlawful practice, or obstructing or preventing any person from complying with the provisions of this Ordinance is prohibited under this Ordinance.

#### § 43-5. **Exceptions.**

Nothing in this ordinance shall bar any religious or denominational institution or organization or any charitable or educational organization which is operated, supervised or controlled by or in connection with any religious organization or any bona fide private or fraternal organization from giving preference to persons of the same religion or denomination or to members of such private or fraternal organization from making such selection as is calculated by such organization to promote the religious principles or the aims, purposes or fraternal principles for which it is established or maintained. Nor shall it apply to rental of rooms in a landlord-occupied rooming house with a common entrance, nor with respect to discrimination based on sex, the advertising, the rental or leasing of housing accommodations in a single-sex dormitory or rooms in one's personal residence in which common living areas are shared.

**§ 43-6.           Establishment of Human Relations Commission.**

Pursuant to the authority set forth under § 962.1 of the Pennsylvania Human Relations Act, 43 P.S. § 962.1, there is hereby established a Human Relations Commission for the Borough of Lansdale, which shall be known as the "North Wales Borough Human Relations Commission" (the "Commission").

A.           The Commission shall consist of five (5) members, who shall be appointed to terms of three (3) years by Borough Council. The terms of the members of the Commission shall be staggered, such that the terms of no more than two (2) members of the Commission shall expire each year. All members of the Commission shall be residents or business owners of the North Wales Borough and shall serve without compensation. The initial terms of the members of the Commission shall be: Two (2) members: 3 years; Two (2) members: 2 years; One (1) member: 1 year.

B.           The Chairperson of the Commission will designate one member as needed to receive complaints and conduct an intake meeting with the complainant. The member charged with this duty shall not participate in any mediations involving parties to the complaint for which they handled the intake.

C.           The Commission shall, annually, designate one member to serve as Chairperson of the Commission. The Chairperson shall be responsible for coordinating the activities, meetings, and operations of the Commission, as set forth under this Ordinance. The Chairperson shall also report, from time to time, to the President of Borough Council regarding the activities of the Commission.

D.           Members of the Commission shall, as soon after their appointment as practical, attend such training and education seminars or sessions as deemed necessary to acquaint themselves with the functioning of the Commission under this Ordinance, as well as the terms, conditions and provisions of the Pennsylvania Human Relations Act, and the operation of the Pennsylvania Human Relations Commission. Such training and education shall be as directed by the Chairperson and shall be performed in conjunction with the state Human Relations Commission.

E. The Commission shall have all of those powers necessary to execute the duties set forth under this Ordinance, provided that such powers shall not exceed those exercised by the Pennsylvania Human Relations Commission under the Pennsylvania Human Relations Act.

F. The Commission shall operate within the scope of funds which may be allocated, on an annual basis by Borough Council and shall not exceed the annual allocation in any year, except upon prior approval by Borough Council. In adopting this Ordinance, Borough Council hereby expresses its intention that the operation of the Commission under this Ordinance shall be supported by volunteers, unpaid staff, and volunteer efforts and shall be as close to “zero-cost” to the Borough as reasonably feasible.

§ 43-7. **Complaint and Procedures for filing Complaints.**

A. Complaints. Any person claiming to be aggrieved by a practice which is made unlawful under this Ordinance may make, sign, and file a verified complaint, as provided under paragraph 2(a) of Section VII of this Ordinance, alleging violations of this Ordinance. Such complaint shall, at a minimum, contain the following information:

1. The name, telephone number, mailing address and email (if applicable) of the aggrieved person(s);
2. The name, telephone number, mailing address and email (if applicable) of the person(s) alleged to have committed the prohibited practice;
3. A concise statement of the facts, including pertinent dates, time, locations, people, and acts involved constituting the alleged discriminatory practice;
4. Such other information as may be required by the Commission.

B. Procedure.

1. Complaints may be filed in person at the office of the Borough Manager, or by mailing such complaints to the Borough offices, to the attention of the Borough Manager or the member of the Commission designated to handle intake. All such complaints must be received by the Borough within one hundred eighty (180) days of the occurrence of the last act giving rise to the complaint or such complaint shall be dismissed as untimely.

2. The Borough Manager shall transmit all complaints received to the Chairperson of the Commission, or the member of the Commission designated to handle intake, not later than ten (10) days of receipt of the complaint. The Borough Manager shall conspicuously mark the face of the complaint with the date the document was first received in the Borough offices.



3. The Commission may promulgate forms for use by persons wishing to file a complaint, however, complaints which are prepared without the use of an approved form shall be deemed acceptable under this Ordinance, so long as the facts set forth under paragraph “1” of this Section can be clearly determined from the document submitted as a complaint.

4. The Commission may provide for a process by which persons seeking to file a complaint may consult with a volunteer affiliated with the Commission who is trained to assist the prospective complainant in discerning the facts relevant to the prospective complaint. Such process shall also include referral of additional information to the prospective complainant concerning the content of this Ordinance, the content of the Pennsylvania Human Relations Act, and the availability of the Pennsylvania Human Relations Commission as an additional venue within which the prospective complainant may seek redress when possible.

C. Notifications and Answer. Within thirty (30) days of receipt of a complaint, the Commission shall:

1. Send a copy of the complaint to the person(s) charged with a discriminatory act or practice under this Ordinance (the “respondent”), together with a copy of this Ordinance.

2. Send a notice to the complainant, informing them that the complaint has been accepted and processed by the Commission. If the complaint alleges discrimination on a basis proscribed under federal or state law, the Notice shall also inform the complainant of their right to file a complaint with the Pennsylvania Human Relations Commission or the federal Equal Employment Opportunity Commission as well as the U.S. Department of Housing and Urban Development, where applicable.

3. The Commission shall notify the Pennsylvania Human Relations Commission of the filing of any complaint that may be deemed to be within the jurisdiction of that Commission, as required under the Human Relations Act.

4. The Commission shall also include a notice to both the complainant and the respondent(s) of their option to elect to proceed to voluntary mediation in order to resolve the matters giving rise to the complaint.

5. The respondent(s) shall file a written verified answer to the complaint within thirty (30) days of service of the complaint. An answer shall be filed in the same manner as a complaint.

D. Procedure following Notification and Answer.

1. Within thirty (30) days of receipt of an answer to a complaint, or, where no answer is filed, within sixty (60) days of service of the complaint upon the respondent(s), the Commission shall proceed in accordance with the following options:

(a) In the event that both parties have consented to mediation, then the Commission shall refer the matter to a recognized alternative dispute resolution service, which same service may be provided through Montgomery County, the Montgomery Bar Association, or any other professional mediation service provider, or may refer the matter to a licensed member of the Pennsylvania bar, who may be willing to perform service to the Commission as a volunteer mediator. Any costs or expenses which may be associated with the mediation shall be the responsibility of the parties. The parties shall jointly select the mediator; however, the Commission shall retain the authority to act as the mediator in the event the parties have agreed to mediation but cannot jointly agree on a mediator. Mediation sessions conducted by the Commission may proceed with a minimum of two eligible Commission Members. Mediation sessions shall remain private and not otherwise subject to public attendance.

(b) When mediation has resulted in an amicable resolution of the complaint and the complaint is resolved, the Commission shall notify the parties that the complaint has been dismissed and shall record the result of the mediation in the Notice of dismissal.

2. In the event the complaint has not been resolved through mediation, the parties are entitled to proceed to the Court of Common Pleas in Montgomery County and/or the Pennsylvania Human Relations Commission if appropriate.

§ 43-8. **Non-limitation of Remedies.**

Nothing contained in this Ordinance shall be deemed to limit the right of an aggrieved person to recover under any other applicable law or legal theory.

§ 43-9. **Multiple Filings.**

This Ordinance shall not apply to matters which are the subject of pending or prior filings made by an aggrieved person before any state or federal court or agency of competent jurisdiction.

§ 43-10. **Penalties.**

Any person who shall violate any provision of § 43-4 of this Ordinance may be subject by the Montgomery County Court of Common Pleas or any court of competent jurisdiction to the penalties enumerated in Section 9(f)(1&2), Sections 9.2, 9.3, and Sections 10 & 11 of the Pennsylvania Human Relations Act. The penalties contained in this ordinance shall mirror any

future changes to the Pennsylvania Human Relations Act as adopted by the General Assembly and approved by the Governor.

This ordinance extends the protections of the Pennsylvania Human Relations Act to include actual or perceived sexual orientation, gender identity or gender expression.

All penalties included in the Pennsylvania Human Relations Act shall be extended to include all protected classes enumerated in this Ordinance.

SECTION 2. 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 Borough's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. 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 4. This Ordinance shall become effective ninety (90) days after enactment.

ORDAINED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by the Borough Council of the Borough of North Wales.

BOROUGH COUNCIL OF THE  
BOROUGH OF NORTH WALES

BY: \_\_\_\_\_  
James Sando, President

ATTEST:

\_\_\_\_\_  
Christine Hart, Secretary

# **Roadway, Street & Area Lighting Upgrade Project Specifications & Proposal**

**Borough of North Wales**  
*8/4/19*

*Prepared by:*



**Keystone Lighting Solutions**  
Michael Fuller, President

*In Partnership with:*

**Delaware Valley Regional Planning Commission's  
Regional Streetlight Procurement Program**

# Table of Contents

Section	Page
<b>Executive Summary</b>	<b>1</b>
<ul style="list-style-type: none"><li>○ RSLPP Overview</li><li>○ Project Development Approach</li><li>○ Project Goals and Special Applications</li><li>○ Project Scope of Work</li><li>○ Executive Financial Summary</li></ul>	
<b>Existing Lighting System</b>	<b>5</b>
<ul style="list-style-type: none"><li>○ Unmetered Streetlight - PECO Energy &amp; Cost Baseline</li><li>○ Unmetered Streetlight - Audit Verified Inventory &amp; Adjustment</li><li>○ Metered Area Lighting - Audit Verified Inventory</li></ul>	
<b>Design Approach and Standardized Upgrade Plan</b>	<b>9</b>
<ul style="list-style-type: none"><li>○ Design Approach</li><li>○ Standardized Upgrade Plan</li><li>○ Control Options</li></ul>	
<b>Upgrade Specifications &amp; Savings</b>	<b>16</b>
<ul style="list-style-type: none"><li>○ Annual Energy Savings &amp; PECO Bill Comparisons</li><li>○ Annual Maintenance Savings</li><li>○ Bill of Material and Project Costs</li><li>○ Advanced Control Options</li></ul>	
<b>Financial Analysis &amp; Summary</b>	<b>24</b>
<ul style="list-style-type: none"><li>○ Payback Analysis Matrix</li><li>○ Cash Flow Analysis</li></ul>	
<b>Appendix</b>	<b>27</b>
<ul style="list-style-type: none"><li>○ A – RSLPP Phase Overview</li><li>○ B – Project Assumptions</li><li>○ C – Project Summary Bill of Material</li><li>○ D – Project Schedule of Installation Values</li><li>○ E – DSP &amp; Program Fees Breakdown</li></ul>	

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# Executive Summary

## RSLPP Overview

The Delaware Valley Regional Planning Commission's Regional Streetlight Procurement Program (RSLPP) allows regional municipalities to improve the performance of municipal street lighting, and specifically to design, procure, install, and finance the transition to light-emitting-diode (LED) lighting technology, and to maintain those improvements. The RSLPP is organized in four Phases: Phase 1: Feasibility; Phase 2: Project Development; Phase 3: Construction; and Phase 4: Post-Construction Operations and Maintenance.

## Phase 2 Project Development Overview & Approach

Keystone Lighting Solutions (KLS) was competitively selected by the RSLPP to serve as the Design Services Professional for all four Phases of the program.

In Phase 1, KLS was contracted with DVRPC to provide a no-cost Feasibility Study for all participating municipalities. Municipalities proceeded to Phase 2 of the RSLPP by contracting with KLS to provide Project Development services, including a field audit of lighting equipment, analysis of gathered lighting data and attributes, a preliminary design (reviewed by the municipality), and a final design catered to municipal needs. Further, KLS is contracted with DVRPC to, on behalf of all municipalities in the RSLPP, develop and evaluate solicitations for the required vendors (distribution partner, manufacturer, and installation contractor) for this work. Project Development results in the following key deliverables, developed by KLS:

1. All raw data gathered during field auditing, delivered via web map and Excel. Data will have been scrubbed based on municipal feedback for data quality control (e.g. identification of correct boundary fixtures, etc.)
2. Final Project Specifications & Proposal guided by a design process that includes the following two steps. A detailed description of Project Design can be found in the Design Approach and Standardized Upgrade Plan section of this document.
  - a. A preliminary design based on roadway classification, key attributes from the field audit process (e.g. pole spacing, lamp type/wattage, location of intersections, etc.) identification of "special need" areas (e.g. high-crash locations), verified by photometric analysis, then
  - b. A final design, that replaced preliminary design, based on municipal feedback to preliminary design.
3. A Project Installation Worksheet, detailing a line by line installation schedule - provided at a later date with the final construction contract.
4. A Summary Bill of Material that lists unique products, their quantity, and extended total price – provided as Appendix D of this document.
5. A Schedule of Installation Values that lists unique Installation Items (e.g. cobrahead installation), Quantity, Unit Price & Extended Total Price - provided as Appendix C of this document.

6. A summary of DSP and DVRPC Program Fees – provided as Appendix E of this document.

**How Contracting will work:**

This Final Project Specification & Proposal has been developed by KLS to serve as the basis of your Construction Contract with the Installation Contractor. DVRPC's contracts with each of the RSLPP selected vendors (Distributor, Manufacturer, and Installer) have been assigned to the Installation Contractor who will hold the construction contract with each municipality. Municipality's "piggy-back" off of DVRPC's Construction Contract using Chapter 19 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901 et seq. Items 2-5 listed above will form the unique aspects of each municipalities Construction Contract with the selected RSLPP Installation Contractor, and will guide your construction project. Municipalities that enter into a Construction Contract with the Installation Contractor will have their Construction Contract managed by KLS as part of Phase 3 (Construction) services.

## Project Goals and Special Applications

The following list of project goals and special applications was developed during discussions between municipality staff/management and KLS as part of your feasibility study. These goals and special applications were applied to the Final Design presented in this report

- **Project Goals**
  - Reduce Energy Costs
  - Reduce Maintenance Costs
  - Meet or Exceed Existing Lighting System Performance
- **Special Applications**
  - Two new cobrahead fixtures to be added on existing PECO poles (not currently represented in this proposal). Approximate cost of \$1,500/each plus PECO energy costs and service location fees.

## Project Scope of Work

The following is a list of all possible energy conservation measures (ECMs) presented for the lighting upgrade project. The “In Scope” column indicates which ECMs the municipality has chosen to include in the scope of work for the Final Project Specifications and Proposal:

Upgrade Category	In Scope
PECO Buyback	No
Cobrahead Lighting	Yes
Decorative Lighting	Yes
Area Lighting	Yes
Traffic Signals	No
<b>Control Alternates*</b>	<b>In Scope</b>
Manual Fixture Controls	Option
Networked Control System	Option

*\* Basic photocell or timeclock control is included for all upgrade categories*



## Executive Financial Summary

Below is an Executive Financial Summary. This summary table provides Total Annual Operating Cost Savings (includes energy and maintenance cost savings), Total Project Costs, and Payback for each Energy Conservation Measure (ECM).

PECO Baseline Adjustments	Total Operating Savings	Total Project Costs	Payback (Years)	GHG Reduction (MT/Year)
Streetlight Adjustment	(\$430)	\$0	0.0	(2.3)
Traffic Signal Adjustment	\$0	\$0		0.0

Typical ECM Combinations	Total Operating Savings	Total Project Costs	Payback (Years)	GHG Reduction (MT/Year)
Cobrahead Only <sup>1</sup>	\$3,845	\$41,266	10.7	11.4
Decorative Only <sup>1</sup>	\$2,113	\$24,370	11.5	10.3
Area Lighting	\$668	\$4,177	6.3	2.4
Cobrahead + Decorative <sup>1</sup> + Area Lighting	\$7,056	\$69,813	9.9	26.4
Cobrahead + Decorative <sup>1</sup> + Area Lighting + Manual Controls	\$7,056	\$74,952	10.6	26.4
Cobrahead + Decorative <sup>1</sup> + Area Lighting + Network Controls	\$7,056	\$111,070	15.7	26.4

**Notes:**

1) Includes costs and savings of ECM upgrade + PECO baseline adjustments

## Existing Lighting System

## Unmetered Streetlight – PECO Energy and Cost Baseline

The table below represents the current Energy and Cost baseline for Unmetered Streetlights in your municipality, developed using the inventory of equipment that is represented on your unmetered PECO streetlight bill. Any energy cost savings realized from upgrades to the unmetered fixtures installed in your community will be realized through changes to this PECO bill(s). Because the quantities, types, and wattages of fixtures reflected on the PECO bill(s) vary from what is actually installed in the municipality, the table on the following page (Verified Existing Street Lighting System) is used as the basis of the Scope of Work for this project.

PECO Unmetered Streetlight Baseline (Consolidated Summary of all PECO Streetlight Bills)								
Fixture Type Code	Fixture Type Description	Location Count	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/Year	Total Annual Electric Costs
<b>Streetlights</b>								
05800S	Streetlight, 70W HPS		131	94	12.3	4,092	50,389	\$3,352
09500S	Streetlight, 100W HPS		39	131	5.1	4,092	20,906	\$1,391
16000S	Streetlight, 150W HPS		42	192	8.1	4,092	32,998	\$2,195
LED70W	Streetlight, 72W LED		14	70	1.0	4,092	4,010	\$267
<b>Streetlight Totals</b>			<b>226</b>		<b>26.5</b>		<b>108,303</b>	<b>\$7,205</b>
<b>Energy Usage Sub-Total</b>			<b>226</b>		<b>26.5</b>		<b>108,303</b>	<b>\$7,205</b>
Locations	Service Locations	204						\$16,353
<b>Total Electric Bill Costs</b>		<b>204</b>						<b>\$23,558</b>

\*Service Location Distribution Charge (SLDC), also known as the "Tap Fee" is based on \$6.68 per location, per month. This is a fixed charge on your bill, and it is not impacted by the wattage of the fixture at each location. The costs associated with SLDC are expected to stay the same unless the quantity of service locations changes as a result of your RSLPP project. Estimates for any expected changes in SLDC as a result of the project will be modeled in the following section.

## Unmetered Streetlight - Audit Verified Inventory and Adjustments

The table below represents the field-audited lighting inventory for all Unmetered Streetlights located in your municipality. This audit information has been analyzed by KLS and the municipality to ensure its accuracy. The inventory presented in the table below lists the quantities and types of fixtures eligible for conversion to LED, and serves as the basis for the scope of work for your project. Any differences from the existing PECO baseline and the field-audited lighting inventory is reflected in the adjustment table at the bottom of the page and will carry forward in the economic analysis in later sections.

Verified Existing Streetlight System (Based on field audit)								
Fixture Type Code	Fixture Type Description	Location Count	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/ Year	Total Annual Electric Costs
<b>Cobrahead</b>								
CH-100W-HPS	Cobrahead, 100W HPS		42	131	5.5	4,092	22,514	\$1,498
CH-250W-HPS	Cobrahead, 250W HPS		2	294	0.6	4,092	2,406	\$160
CH-70W-HPS	Cobrahead, 70W HPS		115	94	10.8	4,092	44,235	\$2,943
CH-51W-LED	Cobrahead, 51W LED		12	51	0.6	4,092	2,504	\$167
CH-99W-LED	Cobrahead, 99W LED		2	99	0.2	4,092	810	\$54
CH-72W-LED	Cobrahead, 72W LED		1	70	0.1	4,092	286	\$19
<b>Cobrahead Totals</b>			<b>174</b>		<b>17.8</b>		<b>72,756</b>	<b>\$4,840</b>
<b>Decorative</b>								
4SC-70W-HPS	4-Sided Colonial, 70W HPS		3	94	0.3	4,092	1,154	\$77
CA-150W-HPS	Caged Acorn, 150W, HPS		52	192	10.0	4,092	40,855	\$2,718
<b>Decorative Totals</b>			<b>55</b>	<b>286</b>	<b>10.3</b>		<b>42,008</b>	<b>\$2,795</b>
<b>Energy Usage Sub-Total</b>			<b>229</b>		<b>28.0</b>		<b>114,764</b>	<b>\$7,635</b>
Locations	Service Locations	204						\$16,353
<b>Total Electric Bill Costs</b>		<b>204</b>						<b>\$23,988</b>

PECO Inventory Adjustment and Impact (PECO bill impact of differences between PECO baseline and audit of existing fixtures)							
Adjustment Type	Location Count	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/ Year	Total Annual Electric Costs
PECO Baseline kWh		226		26.5	4,092	108,303	\$7,205
Audit Verified Existing kWh		229		28.0	4,092	114,764	\$7,635
kWh Adjustment Savings (+) and Costs (-)		(3)		(1.6)		(6,461)	(\$430)
PECO Baseline Locations							
Audit Verified Existing Locations							
Location Adjustment Savings (+) and Costs (-)	0						\$0
<b>Total Adjustment Savings (+) and Costs (-)</b>							<b>(\$430)</b>

## Metered Area Lighting – Audit Verified Inventory

The table below represents the audit verified inventory of metered area lighting and the associated energy costs. This baseline will be used for comparison to the proposed upgrade solution to determine savings.

Metered Area Lighting Existing (Municipality provided information)							
Fixture Type Code	Fixture Type Description	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/ Year	Total Annual Electric Costs
<b>Cobrahead</b>							
CH-70W-HPS	Cobrahead, 70W HPS	5	94	0.5	4,092	1,923	\$152
SEC-99W-HPS	Security Light, Undefined Lamp Ty	1	131	0.1	4,092	536	\$42
<b>Cobrahead Totals</b>		<b>6</b>		<b>0.6</b>		<b>2,459</b>	<b>\$194</b>
<b>Area Lighting</b>							
BL-175W-MV	Bollard, 175W MV	5	191	1.0	4,092	3,908	\$308
CAN-175W-MV	Canopy, 175W MV	1	191	0.2	4,092	782	\$62
CAN-150W-HPS	Canopy, 150W HPS	1	192	0.2	4,092	786	\$62
SB-150W-HPS	Shoebox Area Light, 250W HPS	7	192	1.3	4,092	5,500	\$434
WP-70W-HPS	Wallpack, 70W HPS	1	94	0.1	4,092	385	\$30
FL-90W-INC	Floodlight, 90W, INC	6	90	0.5	4,092	2,210	\$174
<b>Area Lighting Totals</b>		<b>21</b>		<b>3.3</b>		<b>13,569</b>	<b>\$1,071</b>
<b>Decorative</b>							
CA-150W-HPS	Caged Acorn, 150W, HPS	2	192	0.4	4,092	1,571	\$124
AC-175W-MH	Acorn w/ Cap, 175W, MH	2	192	0.4	4,092	1,571	\$124
<b>Decorative Totals</b>		<b>4</b>		<b>0.8</b>		<b>3,143</b>	<b>\$248</b>
<b>Total Electric Bill Costs</b>		<b>31</b>		<b>4.7</b>		<b>19,171</b>	<b>\$1,513</b>

# **Design Approach and Standardized Upgrade Plan**

## Design Approach

The RSLPP is focused on delivering operating cost savings with low project costs while maintaining or improving lighting performance relative to the existing lighting system. The replacement fixtures used for this project were identified during the RSLPP procurement process, which evaluated and selected the best performing LED fixtures that could be applied to typical applications found in our region's roadways. The following typical applications were evaluated during the RSLPP procurement process to select high-performing manufacturer solutions: Cobrahead (Local, Major & Collector roadways) and 4-Sided Colonial (low and high volume Local Residential streets). For each typical application analysis KLS evaluates illumination (quantity of light) levels and uniformity ratios (how light spreads) against IES RP-8 standards. Actual municipality applications will likely not match typical applications (i.e. pole spacing, fixture mounting height) and therefore are likely not to meet IES RP-8 standards. However, evaluation solutions against IES RP-8 standards during the procurement process ensures that the best possible applications will be available for the RSLPP projects.

Lighting performance is not solely based on illumination levels and uniformity, but is also impacted by other factors including high angle glare, source-brightness, uplight/backlight, and color temperature. Many of these factors impact a human's perceived visibility of a lit environment. These factors were also evaluated in the RSLPP procurement process.

The final project design and specifications for LED lighting fixtures represented in this document were developed using the following general approach:

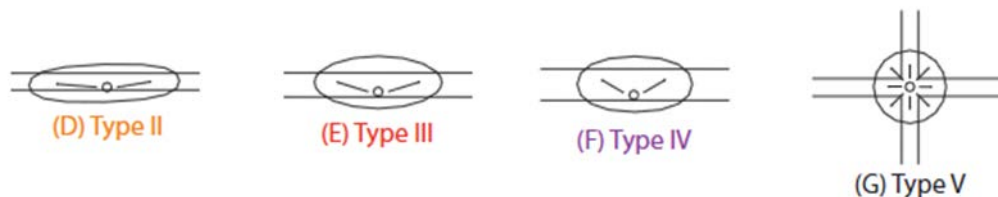
- 1) **Gather field audit information** – The design process begins with a field audit to identify the existing locations and attributes of your incumbent street lighting system and when possible match them with pre-existing PECO address information. The locations of your existing streetlights will remain for your LED conversion project, as moving fixtures to new locations would be cost prohibitive and unnecessary to achieve the RSLPP design goals. During the field audit, KLS gathers many key pieces of information on your existing lighting system, including but not limited to the geolocation of the pole, pole type and style, the fixture style (e.g. cobrahead or decorative), the mounting height of the fixture, length of the arm, angle of the arm to the roadway or intersection, and the wattage of the lamp. These attributes inform the rest of the design process. The audit process uses various sources to identify lamp wattage and type, in preference order: municipality confirmed specifications, observed lamp identified tag on fixture, PECO data when record can be matched to existing information, likely wattage given application and adjacent fixtures with known lamp types and wattages.
- 2) **Identify the correct fixture type for the application** – In most cases the existing fixture style that was identified in the field audit (e.g. cobrahead or decorative) is the appropriate fixture type for the lighting application, and a replacement LED fixture of the same style will be used. If a different fixture style is warranted it will be specified and reviewed with the municipality.
- 3) **Identify the correct LED wattage and lumen package for proposed fixture** – There are two aspects to identifying the correct replacement wattage and lumen package for the new fixture. The first aspect is to identify a replacement LED fixture that meets or exceeds the illumination

levels of the existing fixture. The second aspect is standardizing the replacement fixtures to make sure that similar fixture types and wattages are utilized on similar roadway types defined by traffic volume data or roadway classification and municipal input. See the table in the Standardized Upgrade Plan for an overview of the standardization upgrade strategy applied to RSLPP projects.

Upgrade recommendations will also be advised by a less technical, but equally relevant approach, which is to utilize the general knowledge of what upgrades have worked well on previous rounds of the RSLPP and other KLS projects. This secondary assessment is be used as a “sanity” check to the previous analysis driven approach discussed above. Some municipalities may make a decision, possibly consistent with current illumination levels, to have a relatively higher or lower illumination level than the standard recommended by KLS.

For area lighting applications (non-roadway), spaces to be illuminated are highly variable and not subject to standardization, the design approach of meeting or exceeding the lighting performance of the existing fixture is utilized.

- 4) **Identify the correct fixture distribution type** – All LED fixtures provide options for a distribution type, which is how light spreads out from the fixture to the ground or work surface. These distribution types as defined by the Illumination Engineering Society have the following shapes:



For roadway lighting applications with a fixture and arm, Type II distributions are used for mid-street general roadway applications. For intersections, Type III or V distributions are the options considered. When a single fixture is illuminating an intersection and the arm positioned at an angle (e.g. 45-degree) such that the fixture is in-line with the middle of an intersection a type V distribution is utilized. For all other intersections a Type III distribution will be utilized.

For street lighting applications with a post-top fixture (e.g. 4-Sided Colonial) Type II distributions will be utilized at mid-street locations and Type V at intersections.

For area lighting applications, spaces to be illuminated are highly variable requiring distribution types to be specified on a case by case basis. It is common for forward-throw type IV distributions to be utilized for area lighting applications such as parking lots with fixtures located on the perimeter.

It should be noted that in addition to specifying the correct distribution types that control how light is spread toward the ground, the RSLPP also minimizes uplight through the specification of “cut-off” fixtures. Cut-off fixtures have no uplight (above 90-degrees). All RSLPP cobrahead, shoebox, wallpack types will be specified as “cut-off” fixtures. Due to the nature of the fixture design, decorative fixtures “cut-off” is not typically available for specification, but the RSLPP utilizes fixtures that minimize uplight.



- 5) **Select the preferred color temperature** – Color temperature is the general perception of the light source color. The metric for color temperature is the Correlated Color Temperature (CCT) measured in Kelvin (K) temperature. Older technology color temperatures could range from yellow (high pressure sodium, CCT = ~2200K) to warm-white (incandescent, ~2700K) to white (metal halide, CCT = ~4000K) and blue-white (mercury vapor, CCT = ~5000K+). LED technology is generally available within a range of white options from 3000K (warm white) to 6500K (blue white). The RSLPP offers CCT options from ~3000K (warm white) to ~4000K (white). Municipalities make their selection of color temperature based on preferences utilizing input from KLS and evaluating previous installation in neighboring municipalities. Color temperatures can be mixed within a municipality utilizing different types in different areas (e.g. residential neighborhoods, commercial districts, etc.).
- 6) **Traffic signal lamp and sign upgrades** – LED traffic signal lamp and pedestrian sign upgrades are direct 1-for-1 replacements of the existing lamps and signs. LED upgrades meet the same fit, form and function of the existing lamps and signs while delivering significant operating cost savings for an attractive return on investment.

## Standardized Upgrade Plan

Based on the general design approach discussed above, the following standardized upgrade plan has been developed for this lighting upgrade project.

Cobrahead					
Local Roadway					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage <sup>1</sup>	Distribution Type <sup>2</sup>	Color Temperature
High Pressure Sodium	70W or 100W	38W	53W	Mid-Street > Type 2 Intersection > Type 3 or 5	Municipality Choice 3000K or 4000K
Metal Halide	100W or 175W	38W	53W		
Mercury Vapor	100W or 175W	38W	53W		
Collector Roadway					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage <sup>1</sup>	Distribution Type	Color Temperature
High Pressure Sodium	150W	73W	88W	Mid-Street > Type 2 Intersection > Type 3 or 5	Municipality Choice 3000K or 4000K
Metal Halide	175W or 250W	73W	88W		
Mercury Vapor	175W or 250W	73W	88W		
Major Roadway					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage <sup>1</sup>	Distribution Type	Color Temperature
High Pressure Sodium	250W or 400W	106W	161W	Mid-Street > Type 2 Intersection > Type 3 or 5	Municipality Choice 3000K or 4000K
Metal Halide	250W or 400W	106W	161W		
Mercury Vapor	250W or 400W	106W	161W		
Notes:					
1) Bump up wattage could be selected for overall higher illumination levels (30-40%) throughout a municipality or at intersections. It also would be the recommended specification level when using controls with the expectation of dimming down to the desired design level at time of installation.					
2) Type 5 distribution to be used at intersections with a single fixture illuminating the interesection with arm positioned on 45-degree angle toward center of the intersection. All other intersection applications should use Type 3.					
4-Sided Colonial					
All Roadway Types					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage <sup>1</sup>	Distribution Type	Color Temperature
High Pressure Sodium	70W or 100W	39W	46W	Mid-Street > Type 2 Intersection > Type 5	Municipality Choice 3000K or 4000K
Metal Halide	100W or 175W	39W	46W		
Mercury Vapor	100W or 175W	39W	46W		
Notes:					
1) Bump up wattage could be selected for overall higher illumination levels throughout a municipality or at intersections					
Premium Decorative Fixtures (Lanterns & Acorns)					
All Roadway Types					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage <sup>1</sup>	Distribution Type	Color Temperature
High Pressure Sodium	150W	40W	70W	Mid-Street > Type 2 Intersection > Type 5	Municipality Choice 3000K or 4000K
Metal Halide	175W	40W	70W		
Mercury Vapor	175W	40W	70W		
Notes:					
1) Bump up wattage could be selected for overall higher illumination levels throughout a municipality or at intersections					

## Advanced Lighting Control Upgrade Options

Standard control solutions, such as fixture-mounted photocells that are currently being used in the municipality's existing lighting system will be offered as baseline replacement solutions for all new LED fixtures in this project. Retrofit kits will reuse existing photocells. Fixtures that are currently controlled by time clocks and/or master photocells, those centralized control systems will be used to control new LED fixtures. Advanced Lighting Controls can be layered on the standard LED fixture upgrade options in place of or in addition to the standard control solutions. The benefits of Advanced Lighting Control include the potential for additional energy and maintenance savings. There are no additional design costs associated with the specification of advanced lighting controls, but depending on the type of controls specified, there will be additional project costs to purchase and install the controls. The sections below define the available control options that have been identified through the RSLPP procurement process. Savings and project costs for Manual Fixture Controls and Network Control Solutions are provided for consideration in later sections.

### Manual Fixture Controls

Manual Fixture Controls are available to control LED cobrahead and 4-sided colonial fixtures solutions selected through the RSLPP, and these would be specified in addition to a standard photocell. A manual fixture control is located in the fixture housing, not visible to the public, and allows for light levels to be adjusted up or down. When this control option is requested, the next higher fixture lumen package is specified and during installation the control is "dialed-down" to the desired wattage and lumen output at the time of installation. This option is not typically used to save energy but rather to provide future flexibility to increase or decrease illumination levels based on application needs. When LED fixtures are dimmed, they do experience longer life, which delivers additional maintenance savings. In Round I of the RSLPP more than 30% of municipalities choose this option. Manual fixture controls are not typically used area lighting fixtures. Below are the components and additional costs associated with these manual fixture controls:

- Cobrahead
  - Manual fixture control adder = \$15.29
  - Next higher lumen package fixture adder = \$10-30
  - No additional installation related costs
- 4-Sided Colonial
  - Manual fixture control adder = \$16.57
  - Next higher lumen package fixture adder = \$0-30
  - No additional installation related costs

### Stand-Alone Dimming Controls

Stand-alone dimming controls are typically useful for area lighting fixtures where automatic dimming is desired during the fixture "on" period or where a timeclock is not available to turn lights off during the typical photocell fixture "on" period. Two types of stand-alone dimming controls are available: a **photocell replacement option** or a **separate dimming module** wired as an additional fixture component. These local connected controls allow for "pre-set" dimming schedules to be defined for each fixture. For example, if it is desired for a set of fixtures (e.g. parking lot) to illuminate at dusk, dim down to 30% at 2am and turn off at dawn, the local

connected control can be set for this specific dimming strategy. Often these controls can be connected to a local networking technology (e.g. Bluetooth) and re-programmed on-site. Below are the options and additional costs associated with these stand-alone dimming controls:

- Photocell Replacement Option
  - Photocell replacement unit price adder = \$44.02
  - No additional installation related costs
- Separate Dimming Module
  - Dimming module unit price adder = Pricing not evaluated in the RSLPP procurement process but available upon request
  - Installation unit price adder = Pricing not evaluated in the RSLPP procurement process but available upon request

## Network Control System

If a municipality wants complete control of a lighting system with remote networked access, then a network control system can be specified and designed. These control systems allow a municipality to manage and remotely modify master dimming schedules for all connected fixtures. A network control system also monitors the operations of all connected fixtures. Outages or under-performing fixtures can be quickly identified and, in most cases, be included in a proactive reporting to the municipality. This option can be used to save energy but is typically specified for the asset management benefits. In Round I of the RSLPP one municipality choose this option.

For this round of the RSLPP, the network control system selected utilizes fixture mounted nodes that communicate via a mesh network to one or more gateways (municipality size) that communicate to a cloud-based server. Municipalities can access the cloud-based server with a standard internet connection. This control system will likely be eligible for the PECO SL-C tariff which could generate additional energy savings. Municipalities that install a network control system will not also need photocells.

Below are the components and additional costs associated with a network control system:

- Fixture Node
  - Node unit price adder = \$101.32
    - Node replaces standard photocell and associated cost (\$11.87)
  - Node annual fees = \$2/node/year or \$40/node for 20 years
  - No additional installation related costs
- Control System Gateway
  - Gateway unit price adder = \$1,593
  - Installation unit price adder = \$3,000
  - Multiple gateways may be required depending on municipality size

## **Upgrade Specifications & Savings**

## Annual Energy Savings – Unmetered Streetlights

The following table shows the energy and cost comparison between the field audit verified existing streetlight system and the proposed LED upgrade solutions. The resulting annual energy savings associated with the LED upgrade is also shown. If any differences were identified between the PECO energy and cost baseline and the field audit verified existing streetlight system, those adjustments and associated cost impacts are reflected in the PECO Inventory Adjustment at the bottom of the chart. The cost or savings impact of any service location adjustments (e.g. due to PECO buyback and tariff change) is also shown in this table.

Existing							Upgrade							Savings
Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Annual Energy Cost Savings
<b>Cobrahead</b>														
CH-100W-HPS	Cobrahead, 100W HPS	131	4	0.5	2,144	\$143	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	4	0.4	1,735	\$115	\$27
CH-100W-HPS	Cobrahead, 100W HPS	131	7	0.9	3,752	\$250	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	106	7	0.7	3,036	\$202	\$48
CH-100W-HPS	Cobrahead, 100W HPS	131	9	1.2	4,824	\$321	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	106	9	1.0	3,904	\$260	\$61
CH-100W-HPS	Cobrahead, 100W HPS	131	7	0.9	3,752	\$250	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	38	7	0.3	1,088	\$72	\$177
CH-100W-HPS	Cobrahead, 100W HPS	131	6	0.8	3,216	\$214	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	38	6	0.2	933	\$62	\$152
CH-100W-HPS	Cobrahead, 100W HPS	131	9	1.2	4,824	\$321	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	9	0.3	1,399	\$93	\$228
CH-250W-HPS	Cobrahead, 250W HPS	294	2	0.6	2,406	\$160	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	2	0.2	868	\$58	\$102
CH-70W-HPS	Cobrahead, 70W HPS	94	2	0.2	769	\$51	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	2	0.2	868	\$58	(\$7)
CH-70W-HPS	Cobrahead, 70W HPS	94	3	0.3	1,154	\$77	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	106	3	0.3	1,301	\$87	(\$10)
CH-70W-HPS	Cobrahead, 70W HPS	94	2	0.2	769	\$51	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	106	2	0.2	868	\$58	(\$7)
CH-70W-HPS	Cobrahead, 70W HPS	94	60	5.6	23,079	\$1,535	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	38	60	2.3	9,330	\$621	\$915
CH-70W-HPS	Cobrahead, 70W HPS	94	13	1.2	5,000	\$333	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	38	13	0.5	2,021	\$134	\$198
CH-70W-HPS	Cobrahead, 70W HPS	94	35	3.3	13,463	\$896	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	35	1.3	5,442	\$362	\$534
CH-51W-LED	Cobrahead, 51W LED	51	12	0.6	2,504	\$167	No Upgrade	No Upgrade	51	12	0.6	2,504	\$167	\$0
CH-99W-LED	Cobrahead, 99W LED	99	2	0.2	810	\$54	No Upgrade	No Upgrade	99	2	0.2	810	\$54	\$0
CH-72W-LED	Cobrahead, 72W LED	70	1	0.1	286	\$19	No Upgrade	No Upgrade	70	1	0.1	286	\$19	\$0
<b>Cobrahead Total</b>			<b>174</b>	<b>17.8</b>	<b>72,756</b>	<b>\$4,840</b>				<b>174</b>	<b>8.9</b>	<b>36,394</b>	<b>\$2,421</b>	<b>\$2,419</b>
<b>Decorative</b>														
4SC-70W-HPS	4-Sided Colonial, 70W HPS	94	1	0	384.6	26	4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	39	1	0.0	160	\$11	\$15
4SC-70W-HPS	4-Sided Colonial, 70W HPS	94	2	0	769.3	51	4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	39	2	0.1	319	\$21	\$30
CA-150W-HPS	Caged Acorn, 150W, HPS	192	32	6	25,141.2	1,673	RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	40	32	1.3	5,238	\$348	\$1,324
CA-150W-HPS	Caged Acorn, 150W, HPS	192	20	4	15,713.3	1,045	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	40	20	0.8	3,274	\$218	\$828
<b>Decorative Total</b>			<b>55</b>	<b>10.3</b>	<b>42,008</b>	<b>\$2,795</b>				<b>55</b>	<b>2.2</b>	<b>8,990</b>	<b>\$598</b>	<b>\$2,197</b>
<b>Existing and Upgrade Totals</b>			<b>229</b>	<b>28.0</b>	<b>114,764</b>	<b>\$7,635</b>				<b>229</b>	<b>11.1</b>	<b>45,384</b>	<b>\$3,019</b>	<b>\$4,616</b>
<b>Baseline Adjustments</b>														
kWh Adjustment	PECO Inventory kWh Adjustment			(1.6)	(6,461)	(\$430)								(\$430)
Locations Adjustment	PECO Inventory Locations Adjustment													\$0
<b>Baseline Adjustments Total</b>				<b>(1.6)</b>	<b>(6,461)</b>	<b>(\$430)</b>					<b>0.0</b>	<b>0</b>	<b>\$0</b>	<b>(\$430)</b>
<b>Streetlight Total</b>			<b>229</b>	<b>26.5</b>	<b>108,303</b>	<b>\$7,205</b>				<b>229</b>	<b>11.1</b>	<b>45,384</b>	<b>\$3,019</b>	<b>\$4,186</b>

## PECO Streetlight Bill Comparison – Unmetered Streetlights

The following table provides a comparison of what how the existing PECO streetlight bill compares to the proposed PECO streetlight bill and the resulting project savings.

Existing Bill						Upgrade Bill						Project Savings	
Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kWh/ Year	Annual Electric Costs	Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kWh/ Year	Annual Electric Costs	Annual kWh Savings	Annual Energy Cost Savings
<b>Streetlights</b>						<b>Cobraheads</b>							
05800S	Streetlight, 70W HPS	94	131	50,389	\$3,352	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	106	11	4,771	\$317		
09500S	Streetlight, 100W HPS	131	39	20,906	\$1,391	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	8	3,470	\$231		
16000S	Streetlight, 150W HPS	192	42	32,998	\$2,195	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	106	10	4,338	\$289		
LED70W	Streetlight, 72W LED	70	14	4,010	\$267	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	38	67	10,418	\$693		
						CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	38	19	2,954	\$197		
						CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	44	6,842	\$455		
						CH-51W-LED	Cobrahead, 51W LED	51	12	2,504	\$167		
						CH-99W-LED	Cobrahead, 99W LED	99	2	810	\$54		
						CH-72W-LED	Cobrahead, 72W LED	70	1	286	\$19		
						<b>Cobrahead Sub-Total</b>			<b>174</b>	<b>36,394</b>	<b>\$2,421</b>		
						<b>Decorative</b>							
						4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	39	1	160	\$11		
						4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	39	2	319	\$21		
						RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	40	32	5,238	\$348		
						RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	40	20	3,274	\$218		
						<b>Decorative Sub-Total</b>			<b>55</b>	<b>8,990</b>	<b>\$598</b>		
<b>Streetlight Energy</b>			<b>226</b>	<b>108,303</b>	<b>\$7,205</b>	<b>Streetlight Energy</b>			<b>229</b>	<b>45,384</b>	<b>\$3,019</b>	<b>62,919</b>	<b>\$4,186</b>
<b>Streetlight Locations</b>			<b>204</b>		<b>\$16,353</b>	<b>Streetlight Locations</b>			<b>204</b>		<b>\$16,353</b>		<b>\$0</b>
<b>Streetlight Total Bill</b>					<b>\$23,558</b>	<b>Streetlight Total Bill</b>					<b>\$19,372</b>		<b>\$4,186</b>

## Annual Energy Savings – Metered Area Lighting

The following table shows the energy and cost comparison between the field audit verified existing metered area lighting and the proposed LED upgrade solutions. The resulting annual energy savings associated with the LED upgrade is also shown.

Existing							Upgrade							Savings
Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Annual Energy Cost Savings
<b>Metered Area Lighting</b>														
<b>Cobrahead</b>														
CH-70W-HPS	Cobrahead, 70W HPS	94	5	0	1,923.2	\$152	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	5	0.2	777	\$61	\$90
SEC-99W-HPS	Security Light, Undefined Lamp Type and Watts	131	1	0	536.1	\$42	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	1	0.0	155	\$12	\$30
<b>Cobrahead Total</b>			<b>6</b>	<b>0.6</b>	<b>2,459</b>	<b>\$194</b>				<b>6</b>	<b>0.2</b>	<b>933</b>	<b>\$74</b>	<b>\$120</b>
<b>Area Lighting</b>														
BL-175W-MV	Bollard, 175W MV	191	5	1.0	3,908	\$308	No Upgrade	No Upgrade	191	5	1.0	3,908	\$308	\$0
CAN-175W-MV	Canopy, 175W MV	191	1	0.2	782	\$62	CAN-50W-LED-T4-4K	Canopy, 50W, LED	50	1	0.1	205	\$16	\$46
CAN-150W-HPS	Canopy, 150W HPS	192	1	0.2	786	\$62	CAN-50W-LED-T4-4K	Canopy, 50W, LED	50	1	0.1	205	\$16	\$46
SB-150W-HPS	Shoebox Area Light, 250W HPS	192	7	1.3	5,500	\$434	SB-71W-LED-T5-4K	Shoebox, 71W, LED, Type 5, 4000K	71	7	0.5	2,034	\$161	\$274
WP-70W-HPS	Wallpack, 70W HPS	94	1	0.1	385	\$30	WP-35W-LED-T4-4K	Wallpack, 35W, LED	35	1	0.0	143	\$11	\$19
FL-90W-INC	Floodlight, 90W, INC	90	6	0.5	2,210	\$174	18PARLED	PAR Lamp, 18W, LED	18	6	0.1	442	\$35	\$140
<b>Area Lighting</b>			<b>21</b>	<b>3.3</b>	<b>13,569</b>	<b>\$1,071</b>				<b>21</b>	<b>1.7</b>	<b>6,936</b>	<b>\$547</b>	<b>\$523</b>
<b>Decorative</b>														
CA-150W-HPS	Caged Acorn, 150W, HPS	94	5	0.5	1,923	\$152	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	40	2	0.1	327	\$26	\$98
AC-175W-MH	Acorn w/ Cap, 175W, MH	131	1	0	536.1	\$42	RTK-AC-40W-LED-T5-4K	Acorn w/ Cap Retrofit Kit, 40W, LED	40	2	0.1	327	\$26	\$98
<b>Decorative Total</b>			<b>6</b>	<b>0.6</b>	<b>2,459</b>	<b>\$194</b>				<b>4</b>	<b>0.2</b>	<b>655</b>	<b>\$52</b>	<b>\$196</b>
<b>Metered Area Lighting Total</b>			<b>33</b>	<b>4.5</b>	<b>18,488</b>	<b>\$1,459</b>				<b>31</b>	<b>2.1</b>	<b>8,524</b>	<b>\$673</b>	<b>\$840</b>



## Annual Maintenance Savings – Unmetered Streetlights

The following table shows the annual maintenance savings for each existing fixture type and the upgrade recommendation. Average annual maintenance expenses were modeled for both the existing and proposed fixture types. Average annual maintenance expenses for proposed fixtures were further reduced to reflect a 1-year labor warranty and a 10-year parts warranty. The assumptions used to estimate Annual Maintenance savings are provided in Appendix B, Project Assumptions. If any differences were identified between the PECO inventory baseline and the field audit verified existing streetlight system, those maintenance related cost impacts are reflected in the PECO Inventory Adjustment at the bottom of the chart.

Existing				Upgrade				Savings
Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Annual Maintenance Savings
<b>Cobrahead</b>								
CH-100W-HPS	Cobrahead, 100W HPS	9	\$129	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	9	\$37	\$92
CH-100W-HPS	Cobrahead, 100W HPS	4	\$57	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	4	\$17	\$41
CH-100W-HPS	Cobrahead, 100W HPS	7	\$100	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	7	\$29	\$71
CH-100W-HPS	Cobrahead, 100W HPS	7	\$100	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	7	\$26	\$74
CH-100W-HPS	Cobrahead, 100W HPS	6	\$86	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	6	\$22	\$64
CH-100W-HPS	Cobrahead, 100W HPS	9	\$129	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	9	\$34	\$95
CH-250W-HPS	Cobrahead, 250W HPS	2	\$29	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	2	\$8	\$20
CH-70W-HPS	Cobrahead, 70W HPS	2	\$29	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	2	\$8	\$20
CH-70W-HPS	Cobrahead, 70W HPS	2	\$29	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	2	\$8	\$20
CH-70W-HPS	Cobrahead, 70W HPS	3	\$43	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	3	\$12	\$31
CH-70W-HPS	Cobrahead, 70W HPS	60	\$859	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	60	\$224	\$635
CH-70W-HPS	Cobrahead, 70W HPS	13	\$186	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	13	\$49	\$138
CH-70W-HPS	Cobrahead, 70W HPS	35	\$501	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	35	\$131	\$371
CH-51W-LED	Cobrahead, 51W LED	12	\$74	No Upgrade	No Upgrade	12	\$74	\$0
CH-99W-LED	Cobrahead, 99W LED	2	\$12	No Upgrade	No Upgrade	2	\$12	\$0
CH-72W-LED	Cobrahead, 72W LED	1	\$6	No Upgrade	No Upgrade	1	\$6	\$0
<b>Cobrahead Total</b>		<b>174</b>	<b>\$2,369</b>			<b>174</b>	<b>\$698</b>	<b>\$1,672</b>
<b>Decorative</b>								
4SC-70W-HPS	4-Sided Colonial, 70W HPS	1	\$10	4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	1	\$8	\$2
4SC-70W-HPS	4-Sided Colonial, 70W HPS	2	\$20	4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	2	\$16	\$5
CA-150W-HPS	Caged Acorn, 150W, HPS	32	\$262	RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	32	\$180	\$82
CA-150W-HPS	Caged Acorn, 150W, HPS	20	\$164	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	20	\$113	\$51
<b>Decorative Total</b>		<b>55</b>	<b>\$456</b>			<b>55</b>	<b>\$316</b>	<b>\$140</b>
<b>Existing and Upgrade Totals</b>		<b>229</b>	<b>\$2,826</b>			<b>229</b>	<b>\$1,014</b>	<b>\$1,812</b>

## Annual Maintenance Savings – Unmetered Streetlights

The following table shows the annual maintenance savings for each existing fixture type and the upgrade recommendation. Average annual maintenance expenses were modeled for both the existing and proposed fixture types. Average annual maintenance expenses for proposed fixtures were further reduced to reflect a 1-year labor warranty and a 10-year parts warranty. The assumptions used to estimate Annual Maintenance savings are provided in Appendix B, Project Assumptions.

Existing				Upgrade				Savings
Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Annual Maintenance Savings
<b>Metered Area Lighting</b>								
<b>Cobrahead</b>								
CH-70W-HPS	Cobrahead, 70W HPS	5	\$72	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	5	\$19	\$53
SEC-99W-HPS	Security Light, Undefined Lamp Type and Watts	1	\$14	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	1	\$4	\$11
<b>Cobrahead Total</b>		<b>6</b>	<b>\$86</b>			<b>6</b>	<b>\$22</b>	<b>\$64</b>
<b>Area Lighting</b>								
BL-175W-MV	Bollard, 175W MV	5	\$61	No Upgrade	No Upgrade	5	\$61	\$0
CAN-175W-MV	Canopy, 175W MV	1	\$12	CAN-50W-LED-T4-4K	Canopy, 50W, LED	1	\$10	\$3
CAN-150W-HPS	Canopy, 150W HPS	1	\$8	CAN-50W-LED-T4-4K	Canopy, 50W, LED	1	\$10	(\$1)
SB-150W-HPS	Shoebox Area Light, 250W HPS	7	\$57	SB-71W-LED-T5-4K	Shoebox, 71W, LED, Type 5, 4000K	7	\$26	\$31
WP-70W-HPS	Wallpack, 70W HPS	1	\$8	WP-35W-LED-T4-4K	Wallpack, 35W, LED	1	\$1	\$7
FL-90W-INC	Floodlight, 90W, INC	6	\$123	18PARLED	PAR Lamp, 18W, LED	6	\$18	\$104
<b>Area Lighting</b>		<b>21</b>	<b>\$270</b>			<b>21</b>	<b>\$126</b>	<b>\$144</b>
<b>Decorative</b>								
CA-150W-HPS	Caged Acorn, 150W, HPS	2	\$16	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	2	\$11	\$5
AC-175W-MH	Acorn w/ Cap, 175W, MH	2	\$16	RTK-AC-40W-LED-T5-4K	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$11	\$5
<b>Decorative Total</b>		<b>4</b>	<b>\$33</b>			<b>4</b>	<b>\$23</b>	<b>\$10</b>
<b>Unmetered Total</b>		<b>31</b>	<b>\$389</b>			<b>31</b>	<b>\$171</b>	<b>\$218</b>

## Bill of Material and Project Costs

The following table shows the bill of material (BOM) for proposed upgrade scope of work. In addition to material and installation costs, a summary of DSP Fees and Program Fees are included – all per unit costs associated with, material, installation, DSP fees, and Program fees are further defined in Appendix C. Rebates from PECO and PJM (regional transmission organization) are also included in this table and further defined in Appendix B.

Fixture Type Code	Fixture Type Description	Fixture Quantity	Material Costs	Install Costs	Rebates	KLS Fees	DVRPC Program Fees	Contin-gency	Total Project Costs
<b>Cobrahead</b>									
CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	8	\$1,624	\$680	(\$177)	\$272	\$83	\$230	\$2,712
CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	10	\$2,030	\$850	(\$8)	\$340	\$103	\$288	\$3,603
CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	11	\$2,233	\$935	(\$12)	\$374	\$114	\$317	\$3,961
CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	67	\$8,651	\$5,695	(\$3,591)	\$2,278	\$544	\$1,435	\$15,012
CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	19	\$2,453	\$1,615	(\$1,027)	\$646	\$154	\$407	\$4,248
CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	50	\$6,456	\$4,250	(\$2,690)	\$1,700	\$406	\$1,071	\$11,193
CH-51W-LED	No Upgrade, Include in Audit	12	\$0	\$0	\$0	\$408	\$20	\$0	\$428
CH-99W-LED	No Upgrade, Include in Audit	2	\$0	\$0	\$0	\$68	\$3	\$0	\$71
CH-72W-LED	No Upgrade, Include in Audit	1	\$0	\$0	\$0	\$34	\$2	\$0	\$36
<b>Cobrahead Total</b>		<b>180</b>	<b>\$23,449</b>	<b>\$14,025</b>	<b>(\$7,506)</b>	<b>\$6,120</b>	<b>\$1,430</b>	<b>\$3,747</b>	<b>\$41,266</b>
<b>Decorative</b>									
4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	1	\$356	\$85	(\$53)	\$34	\$15	\$44	\$481
4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	2	\$712	\$170	(\$107)	\$68	\$30	\$88	\$961
RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	32	\$7,341	\$5,600	(\$2,692)	\$1,088	\$443	\$1,294	\$13,073
RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	22	\$5,047	\$3,850	(\$1,851)	\$748	\$304	\$890	\$8,988
RTK-AC-40W-LED-T5-4K	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$459	\$350	(\$118)	\$68	\$28	\$81	\$867
<b>Decorative Total</b>		<b>59</b>	<b>\$13,914</b>	<b>\$10,055</b>	<b>(\$4,821)</b>	<b>\$2,006</b>	<b>\$819</b>	<b>\$2,397</b>	<b>\$24,370</b>
<b>Area Lighting</b>									
BL-175W-MV	No Upgrade, Include in Audit	5	\$0	\$0	\$0	\$170	\$9	\$0	\$179
CAN-50W-LED-T4-4K	Canopy, 50W, LED	2	\$777	\$320	(\$127)	\$68	\$36	\$110	\$1,184
SB-71W-LED-T5-4K	Shoebox, 71W, LED, Type 5, 4000K	7	\$1,394	\$875	(\$576)	\$238	\$80	\$227	\$2,239
WP-35W-LED-T4-4K	Wallpack, 35W, LED	1	\$165	\$125	(\$64)	\$34	\$10	\$29	\$300
18PARLED	PAR Lamp, 18W, LED	6	\$60	\$150	(\$176)	\$204	\$17	\$21	\$276
<b>Area Lighting Total</b>		<b>21</b>	<b>2,397</b>	<b>1,470</b>	<b>(942)</b>	<b>714</b>	<b>152</b>	<b>387</b>	<b>\$4,177</b>
<b>BOM Total</b>		<b>260</b>	<b>\$39,759</b>	<b>\$25,550</b>	<b>(\$13,268)</b>	<b>\$8,840</b>	<b>\$2,401</b>	<b>\$6,531</b>	<b>\$69,813</b>

## Control Options

The following tables shows two advanced control options as defined in the previous Design Approach and Standardized Upgrade Plan section of this document. For both options a summary of existing fixture types, control upgrade costs and savings are provided.

Manual Fixture Controls												
Specified Fixture Type Code	Fixture Watts	Control Fixture Type Code	Fixture Watts	Wattage Selector	Design Watts	Annual Energy Savings	Control Unit Price <sup>1</sup>	Upgrade Fixture Adder	Total Unit Cost	Quantity	Total Control Price	Total Control Price with Contingency
4SC-39W-LED	39	4SC-46W-LED	46	85%	39	\$0.00	\$16.57	\$0.00	\$16.57	3	\$50	\$55
CH-38W-LED	38	CH-53W-LED	53	72%	38	\$0.00	\$15.29	\$16.57	\$31.86	130	\$4,142	\$4,556
CH-73W-LED	73	CH-88W-LED	88	83%	73	\$0.00	\$15.29	\$22.94	\$38.23	0	\$0	\$0
CH-106W-LED	106	CH-161W-LED	161	66%	106	\$0.00	\$15.29	\$1.27	\$16.57	29	\$480	\$528
<b>Totals</b>						<b>\$0.00</b>				<b>162</b>	<b>\$4,672</b>	<b>\$5,139</b>

1) Control unit price includes field adjustable wattage selector

Network Control System													
Specified Fixture Type Code	Fixture Watts	Control Fixture Type Code	Fixture Watts	Wattage Selector	Design Watts	Energy Savings	SL-C Tariff Savings	Control Unit Price <sup>2</sup>	Upgrade Fixture Adder	Total Unit Cost	Quantity	Total Control Price	Total Control Price with Contingency
4SC-39W-LED	39	4SC-46W-LED	46	85%	39	\$0.00		\$164.96	\$0.00	\$164.96	3	\$495	\$544
CH-38W-LED	38	CH-53W-LED	53	72%	38	\$0.00		\$164.96	\$16.57	\$181.53	130	\$23,598	\$25,958
CH-73W-LED	73	CH-88W-LED	88	83%	73	\$0.00		\$164.96	\$22.94	\$187.90	0	\$0	\$0
CH-106W-LED	106	CH-161W-LED	161	66%	106	\$0.00		\$164.96	\$1.27	\$166.23	29	\$4,821	\$5,303
SL-C Tariff Savings							\$1,992					\$0	\$0
Cimcon - Training												\$2,500	\$2,750
Cimcon - Commissioning												\$1,500	\$1,650
Gateway - Equipment										1,593	1	\$1,593	\$1,752
Gateway - Installation										3,000	1	\$3,000	\$3,300
<b>Totals</b>						<b>\$0.00</b>	<b>\$1,992</b>				<b>164</b>	<b>\$37,507</b>	<b>\$41,258</b>

2) Control unit price includes node + 20 years of annual fees (\$2/year) - standard photocell not needed

# **Financial Analysis & Summary**

## Payback Analysis Matrix

The payback analysis matrix is provided as a decision-making tool to assess the opportunity of ECMs available and to define a project scope that best meets the needs of the municipality. If a PECO buyback is planned prior to this project being implemented, we show the payback associated with that activity. If the Phase 2 field audit identified differences between the unmetered PECO inventory and what is verified to be existing, those adjustments are reflected below as “PECO Inventory Adjust.” The PECO Inventory Adjust amount will occur for all cobrahead or decorative ECMs, and therefore this amount is included in these ECMs values shown in the table below. A separate payback calculation is made for each ECM as well as for common control alternates to be considered. The full-implementation total includes the total payback calculations if all ECMs are completed.

PECO Baseline Adjustments	Energy Savings/ Year	Maintenance Savings/ Year	Total Operating Savings/ Year	Material Costs	Install Costs	KLS Fees	DVRPC Program Costs	Cost Contingency	Rebates	Total Project Costs	Payback (Years)
Streetlight Adjustment	(\$430)	\$0	(\$430)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0
Traffic Signal Adjustment											

Typical ECM Combinations	Energy Savings/ Year	Maintenance Savings/ Year	Total Operating Savings/ Year	Material Costs	Install Costs	KLS Fees	DVRPC Program Costs	Cost Contingency	Rebates	Total Project Costs	Payback (Years)
Cobrahead Only <sup>1</sup>	\$2,110	\$1,735	\$3,845	\$23,449	\$14,025	\$6,120	\$1,430	\$3,747	(\$7,506)	\$41,266	10.7
Decorative Only <sup>1</sup>	\$1,963	\$150	\$2,113	\$13,914	\$10,055	\$2,006	\$819	\$2,397	(\$4,821)	\$24,370	11.5
Area Lighting	\$523	\$144	\$668	\$2,397	\$1,470	\$714	\$152	\$387	(\$942)	\$4,177	6.3
Cobrahead + Decorative <sup>1</sup> + Area Lighting	\$5,026	\$2,029	\$7,056	\$39,759	\$25,550	\$8,840	\$2,401	\$6,531	(\$13,268)	\$69,813	9.9
Cobrahead + Decorative <sup>1</sup> + Area Lighting + Manual Controls	\$5,026	\$2,029	\$7,056	\$44,431	\$25,550	\$8,840	\$2,401	\$6,998	(\$13,268)	\$74,952	10.6
Cobrahead + Decorative <sup>1</sup> + Area Lighting + Network Controls	\$7,018	\$2,029	\$7,056	\$68,673	\$30,143	\$12,840	\$2,401	\$10,282	(\$13,268)	\$111,070	15.7

### Notes:

- 1) Includes costs and savings of ECM upgrade + PECO baseline adjustments

## Cash Flow Analysis

The cash flow analysis shows how the project savings offset project costs, resulting in little to no capital outlay for this project.

Project Summary	
Construction Cost	\$65,309
Buyback Cost	\$0
DSP Fees (KLS)	\$8,840
Program Fees (DVRPC)	\$2,401
Contingency	\$6,531
<b>Total Project Cost</b>	<b>\$83,081</b>
Capital Contribution	\$83,081
<b>Financed Amount</b>	<b>\$0</b>
Loan Rate	0.00%
Loan Term (Years)	3
Loan Payment	\$0
Interest Paid	\$0

ECM	In Scope
PECO Buyback	No
Cobrahead Lighting	Yes
Decorative Lighting	Yes
Area Lighting	Yes
Traffic Signals	No
Manual Fixture Controls	Option
Network Control System	Option

Construction	In Scope
Construction Start Date	Oct-19
Construction Duration (calendar days)	22

Period	Energy Cost Savings	Maintenance Cost Savings	Rebates	Total Savings	Capital Contribution	Loan Payment	Balance
Design					\$4,952		(\$4,952)
Construction					\$78,129		(\$78,129)
1	\$5,026	\$2,029	\$13,268	\$20,324		\$0	\$20,324
2	\$5,026	\$2,029		\$7,056		\$0	\$7,056
3	\$5,026	\$2,029		\$7,056		\$0	\$7,056
4	\$5,026	\$2,029		\$7,056		\$0	\$7,056
5	\$5,026	\$2,029		\$7,056		\$0	\$7,056
6	\$5,026	\$2,029		\$7,056		\$0	\$7,056
7	\$5,026	\$2,029		\$7,056		\$0	\$7,056
8	\$5,026	\$2,029		\$7,056		\$0	\$7,056
9	\$5,026	\$2,029		\$7,056		\$0	\$7,056
10	\$5,026	\$2,029		\$7,056		\$0	\$7,056
11	\$5,026	\$2,029		\$7,056		\$0	\$7,056
12	\$5,026	\$2,029		\$7,056		\$0	\$7,056
13	\$5,026	\$2,029		\$7,056		\$0	\$7,056
14	\$5,026	\$2,029		\$7,056		\$0	\$7,056
15	\$5,026	\$2,029		\$7,056		\$0	\$7,056
16	\$5,026	\$2,029		\$7,056		\$0	\$7,056
17	\$5,026	\$2,029		\$7,056		\$0	\$7,056
18	\$5,026	\$2,029		\$7,056		\$0	\$7,056
19	\$5,026	\$2,029		\$7,056		\$0	\$7,056
20	\$5,026	\$2,029		\$7,056		\$0	\$7,056
<b>Total</b>	<b>\$100,523</b>	<b>\$40,589</b>	<b>\$13,268</b>	<b>\$154,380</b>	<b>\$83,081</b>	<b>\$0</b>	<b>\$71,299</b>

# Appendix A:

## RSLPP Phase Overview

Phase 1: Feasibility: Data-driven analysis of upgrade opportunities resulting in a no-cost Feasibility Study.

- Municipalities received a data-driven, no-cost Feasibility Study showing estimated savings, project costs, rebates and financial payback. This study is developed by KLS using data, information, and input provided by the municipality.
- **Municipalities used the Feasibility Study as a tool to decide whether to proceed to Phase 2 and contract with KLS for Project Development Services.**
- The RSLPP Project Team provides a contract form and resolution for municipalities to proceed to Phase 2.

Phase 2: Project Development: Field audits, design and analysis resulting in a final design project proposal.

- KLS conducted field audits of the municipality's existing lighting system showing GPS location and attributes of each fixture. KLS also conducted a comprehensive and standardized design of upgraded lighting system.
- KLS developed and DVRPC issues solicitations and contracts for materials, distributor, and installation contractor for the purpose of arranging cooperative purchasing agreements that municipalities are able to piggyback off of.
- The RSLPP Project Team organized a pool of financing for municipalities who wish to finance their projects.
- KLS prepared final design proposal showing forecasted savings, final project costs, rebates, and financial payback.
- **Municipalities use the Final Design Proposal as a tool to decide whether to proceed to Phase 3, Construction.**
- The RSLPP Project Team provides a contract form and resolution for contracting between municipality and installation contractor for construction (the construction contract). Municipalities piggyback off of DVRPC's installation contract for construction.
- Municipalities that finance participate in the pool of financing arranged by the RSLPP.

Phase 3: Construction: Comprehensive Installation Services and Project Management of Installation including reporting and issue resolution during construction.

- Construction, including the procurement of all equipment, is provided by the RSLPP selected installation contractor according to the municipality's construction contract.
- KLS provides robust project management services ensuring consistent communication of progress and issue resolution.
- KLS manages the municipality's PECO Bill Updates and the applicable rebate application processes.

Phase 4: Post Construction Operations and Maintenance Confirmation of project savings and strategies for on-going maintenance.

- KLS provides the municipalities strategies for maintaining new system and on-going standardization, verification of project savings, and (if desired) prepare and/or update municipality lighting ordinances.



# Appendix B:

## Project Assumptions

The following assumptions were used in the development of this Project Specification and Proposal:

### 1) Energy Use

#### a. Un-metered:

i. **Streetlights:** Energy use for un-metered streetlight service is calculated by PECO using the following algorithm:

1.  $\text{kWh} = \text{Billed Wattage of fixture} \times \text{quantity of fixture} \times 4092 \text{ (annual operating hours)} / 1000$

ii. **Traffic Signals:** Energy use for un-metered traffic signal service is calculated by PECO using the following algorithm:

1.  $\text{kWh} = \text{Billed Wattage of fixture} \times \text{quantity of fixture} \times \text{annual operating hours (yellow} = 175.2 \text{ hours; green} = 3766.8 \text{ hours; red} = 4819 \text{ hours)} / 1000$ .

b. **Metered:** Energy use for metered fixtures is calculated using the estimated wattage of each fixture X annual operating hours (4092 hours assumed for all metered streetlight fixtures and area lighting, while a lower number of hours may be used for other outdoor lighting types if provided or indicated by the municipality)/1000.

### 2) Energy Costs:

a. Across the entire RSLPP, energy costs were estimated according to the following PECO rates included in PECO's Current Electric Tariff effective July 1, 2019.

i. SL-E, SL-S, SL-C, TSLs, and GS.

b. KLS used the generation supply rate listed for each PECO account on the utility bills supplied by the municipality.

### 3) Maintenance Cost Savings

a. Average annual maintenance expenses were modeled for both the existing and proposed fixture types.

i. Maintenance expenses are based on the probability a component (e.g. lamp, ballast/driver, fixture, photocell) will fail multiplied by the material and labor replacement cost. Failure probability is based on the annual operating hours of a component divided by the component's published rated or expected life.

b. Use of average annual maintenance expenses assumes that both the existing and new lighting systems have a standard distribution of fixture and component ages. Average annual maintenance expenses for proposed LED fixtures were further reduced by 50% to reflect a 1-year labor warranty, a 10-year parts warranty and the expected life of a new fixture and its components.

### 4) Project rebates: There are two rebate types available to municipalities in the RSLPP:

a. **PECO Smart Ideas:** Through Phase 3 of Act 129, PECO's offers lighting rebates to municipal customers. These rebates vary from \$25 - \$75 per streetlight and vary from \$10 - \$60 for metered area lighting depending on the watts reduced by each fixture conversion. Rebates have been estimated in Phase 1 based on the scope of work included in this Feasibility Study. Municipalities that proceed to Phase 2 will have a pre-application submitted on their behalf by the KLS to PECO based on the scope of work defined in the municipality's Final Design Proposal. Submitting a pre-application will "reserve" rebates for municipalities that proceed to Phase 3, construction.

- b. **PJM:** PJM, the Regional Transmission Operator for this region offers rebates for outdoor lighting projects through its Capacity Market. Energy efficiency projects can receive PJM Capacity Market rebates for the first four years that a project is installed based on the kW reductions of the project, and the price/kW of this rebate is determined by a “forward auction” in each utility territory within PJM. The current rate for these incentives in PECO territory ranges from \$18.70-\$28.90 per kW reduced depending on the year. The PJM Capacity Market rebate has been estimated based on the scope of work defined in this Feasibility Study, the associated kW reduction and a \$15.00 per kW rebate. Municipalities that proceed to Phase 3 (Construction) of the RSLPP will have the opportunity to have receive this rebate through a RSLPP-arranged aggregator.

## **5) Project Contingency**

- a. For project budgeting we used a **10%** contingency.

## **6) Material, Distributor, and Installation Costs**

- a. All material and Installation Costs shown in this Final Project Specification and Proposal FPSP were the result of the procurement process established for Round 2 of the RSLPP through which KLS developed and DVRPC issued Request for Proposals on behalf of municipalities participating in the RSLPP for Manufacturer Product Solutions (materials), Distribution Partner Services (distributor), and installation contractor. For more information on these solicitations, please visit [DVRPC.org/consultant](http://DVRPC.org/consultant).

## Appendix C:

# Project Summary Bill of Material

The Project Summary Bill of Material represents the pricing obtained through the RSLPP procurement process. Material Unit Prices include negotiated manufacturer costs, distributor markup and contractor markup.

Fixture Type Code	Manufacturer	Part #	Fixture Type Description	Fixture Quantity	Fixture Unit Price	Fixture Total Cost
<b>Cobrahead</b>						
CH-106W-LED-T2-4K (+PC)	Signify	RFM-108W48LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 2	11	\$203.04	\$2,233
CH-106W-LED-T3-4K (+PC)	Signify	RFM-108W48LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 3	8	\$203.04	\$1,624
CH-106W-LED-T5-4K (+PC)	Signify	RFM-108W48LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 5	10	\$203.04	\$2,030
CH-38W-LED-T2-4K (+PC)	Signify	RFS-35W16LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 2	67	\$129.12	\$8,651
CH-38W-LED-T3-4K (+PC)	Signify	RFS-35W16LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 3	19	\$129.12	\$2,453
CH-38W-LED-T5-4K (+PC)	Signify	RFS-35W16LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 5	50	\$129.12	\$6,456
<b>Cobrahead Total</b>				<b>165</b>		<b>\$23,449</b>
<b>Decorative</b>						
4SC-39W-LED-T2-4K (+PC)	Acuity	247L P40 AS 40K R2 AY	4-Sided Colonial, 39W, LED	1	\$355.97	\$356
4SC-39W-LED-T5-4K (+PC)	Acuity	247L P40 AS 40K R5 AY	4-Sided Colonial, 39W, LED	2	\$355.97	\$712
RTK-CA-40W-LED-T2-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	32	\$229.39	\$7,341
RTK-CA-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	22	\$229.39	\$5,047
RTK-AC-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$229.39	\$459
<b>Decorative Total</b>				<b>59</b>		<b>\$13,914</b>
<b>Area Lighting</b>						
CAN-50W-LED-T4-4K	TBD	TBD	Canopy, 50W, LED	2	\$388.50	\$777
SB-71W-LED-T5-4K	Acuity	ATB0 20BLEDE10 MVOLT R5 MP	Shoebox, 71W, LED, Type 5, 4000K	7	\$199.21	\$1,394
WP-35W-LED-T4-4K	Acuity	LPW16-30-NW-G3-4-UNV-MGY	Wallpack, 35W, LED	1	\$165.03	\$165
18PARLED	TBD	Existing	PAR Lamp, 18W, LED	6	\$10.00	\$60
<b>Area Lighting Total</b>				<b>16</b>		<b>\$2,397</b>
<b>BOM Total</b>				<b>224</b>		<b>\$39,759</b>

## Appendix D:

# Project Schedule of Installation Values

The Project Schedule of Installation Values represents the pricing obtained through the RSLPP procurement process. Installation Unit Prices are an all-inclusive turnkey unit price including installation contractor prevailing wage costs, equipment costs, bonding costs, overhead and profit.

Fixture Type Code	Manufacturer	Part #	Fixture Type Description	Fixture Quantity	Installation Unit Price	Fixture Total Cost	Construction Duration (Working Days)
<b>Cobrahead</b>							
CH-106W-LED-T2-4K (+PC)	Signify	RFM-108W48LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 2	11	\$85	\$935	1
CH-106W-LED-T3-4K (+PC)	Signify	RFM-108W48LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 3	8	\$85	\$680	1
CH-106W-LED-T5-4K (+PC)	Signify	RFM-108W48LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 5	10	\$85	\$850	1
CH-38W-LED-T2-4K (+PC)	Signify	RFS-35W16LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 2	67	\$85	\$5,695	2
CH-38W-LED-T3-4K (+PC)	Signify	RFS-35W16LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 3	19	\$85	\$1,615	1
CH-38W-LED-T5-4K (+PC)	Signify	RFS-35W16LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 5	50	\$85	\$4,250	1
<b>Cobrahead Total</b>				<b>165</b>		<b>\$14,025</b>	<b>7</b>
<b>Decorative</b>							
4SC-39W-LED-T2-4K (+PC)	Acuity	247L P40 AS 40K R2 AY	4-Sided Colonial, 39W, LED	1	\$85	\$85	1
4SC-39W-LED-T5-4K (+PC)	Acuity	247L P40 AS 40K R5 AY	4-Sided Colonial, 39W, LED	2	\$85	\$170	1
RTK-CA-40W-LED-T2-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	32	\$175	\$5,600	1
RTK-CA-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	22	\$175	\$3,850	1
RTK-AC-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$175	\$350	1
<b>Decorative Total</b>				<b>59</b>		<b>\$10,055</b>	<b>5</b>
<b>Area Lighting</b>							
CAN-50W-LED-T4-4K	TBD	TBD	Canopy, 50W, LED	2	\$160	\$320	1
SB-71W-LED-T5-4K	Acuity	ATB0 20BLEDE10 MVOLT R5 MP	Shoebbox, 71W, LED, Type 5, 4000K	7	\$125	\$875	1
WP-35W-LED-T4-4K	Acuity	LPW16-30-NW-G3-4-UNV-MGY	Wallpack, 35W, LED	1	\$125	\$125	1
18PARLED	TBD	Existing	PAR Lamp, 18W, LED	6	\$25	\$150	1
<b>Area Lighting Total</b>				<b>16</b>		<b>\$1,470</b>	<b>4</b>
<b>Installation Schedule Total</b>				<b>224</b>		<b>\$25,550</b>	<b>16</b>

# Appendix E:

## DSP & Program Fees Breakdown

### Design Service Professional (KLS) Unit Pricing & DVRPC Program Fees

DVRPC conducted a comprehensive RFP process to identify and select a design services professional to support all four Phases of the RSLPP. Municipalities are able to “piggy-back” off the DVRPC’s cooperative purchasing agreement for DSP services. The table below not only defines the final DSP unit priced fee structure but also shows the assumed volume for your project and the total associated fees. The finance resolution provided for RSLPP municipalities who wish to proceed to Phase 2, Project Development, includes provisions for reimbursement of Project Development Phase fees with a financing package put in place for the Construction Phase.

DSP Service Item	KLS Unit Price (Fee) Schedule	KLS Billing Milestones	Fixture & Signal Quantity	KLS Fees	DVRPC Program Fees	Total KLS & DVRPC Fees
<b>Project Development (Phase II)</b>						
Field Audit	\$9/Fixture	100% at Completion of audit (if less than 1 month); Otherwise on monthly auditing progress	262	\$2,358	\$118	\$2,476
Field Audit (Traffic Signals)	\$8/Signal (not lamp)		0	\$0	\$0	\$0
Mapping	\$1/Fixture or Signal		262	\$262	\$13	\$275
Design	\$7/Fixture or Signal	50% at Preliminary Design Review; 50% at Final Design Review	262	\$1,834	\$92	\$1,926
Design (Traffic Signals)	\$6/Signal (not lamp)		0	\$0	\$0	\$0
Utility bill update & rebate processes	\$1/Fixture or Signal	50% at Final Utility Bill Update; 50% at Final Rebate Submittal	262	\$262	\$13	\$275
<b>Project Development Sub-Total</b>				<b>\$4,716</b>	<b>\$236</b>	<b>\$4,952</b>
<b>Construction Project Management (Phase III)</b>						
Project Management Services	\$10/Fixture or Signal	20% at Pre-Construction Meeting; Remainder on Monthly Installation Progress Billing	262	\$2,620	\$2,090	\$4,710
PECO Buyback	\$5/Fixture (with max fee of \$5,000 and min fee of \$1,000)	At Buyback Completion		\$0	\$0	\$0
Field deployable installation data capture	\$3/Fixture or Signal	Monthly Installation Progress Billing	262	\$786	\$39	\$825
<b>Project Management Sub-Total</b>				<b>\$3,406</b>	<b>\$2,130</b>	<b>\$5,536</b>
<b>Post-Construction Services (Phase IV)</b>						
Project annual Energy and Operational Savings Report	\$1/Fixture or Signal	100% at Report Delivery	262	\$262	\$13	\$275
Operations and Maintenance Plan for a municipality's new LED system.	\$1/Fixture or Signal	100% at Plan Delivery	262	\$262	\$13	\$275
Development of Operation and Maintenance Manual	\$1/Fixture or Signal	100% at Manual Delivery	262	\$262	\$13	\$275
Development or update of a lighting ordinance	\$1,000/municipality (minimum)	Estimated Cost Between \$1,000 - \$10,000	0	\$0	\$0	\$0
<b>Post-Construction Sub-Total</b>				<b>\$786</b>	<b>\$39</b>	<b>\$825</b>
<b>Total Fees</b>				<b>\$8,908</b>	<b>\$2,405</b>	<b>\$11,313</b>

**Notes:**

- 1) All unit prices above are "not to exceed" as defined in the municipalities DSP contract.
- 2) DVRPC program fees are based on the RSLPP LOI signed by each participating municipality.

## DVRPC Program Fees

The following Program Fees have been established by DVRPC to allow DVRPC to recoup the upfront costs DVRPC has incurred for program development, program management, and for the development and issuance of contracts and solicitations associated with material, distributor, installation contractor, and finance. These fees are reflected throughout this Feasibility Study as “Program Fees”:

- 5% of DSP Total Fees
- Up to 3% of Construction Costs (Material & Installation costs only).
  - 3% has been used as a conservative estimate for this proposal.



# **Certified Local Government Program**

## **Certification Renewal Process for Existing CLGs**

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### **What is the CLG Program?**

The Certified Local Government (CLG) program is a partnership between municipal governments, the Pennsylvania State Historic Preservation Office (PA SHPO), and the National Park Service (NPS) that promotes and supports holistic historic preservation programs in Pennsylvania municipalities. Designation is a mark of distinction that provides participating communities with credibility, as well as access to technical assistance and grant programs; it means that the municipality follows best practices and views preservation as an integral part of its community and economic development. Enclosed you will find information sheets about the program, its requirements and benefits.

### **Why did the CLG Guidelines change?**

While the CLG program is established by Federal legislation, each state develops its own guidelines and procedures for how municipalities in that state can participate. The PA SHPO made some technical changes to the guidelines in 2008, but there hadn't been substantial updates to the program in almost two decades. Interest in the program dwindled over the years, and participating communities began expressing interest in additional benefits and resources. After several years of conversations with participating communities, reviews of other states, and analysis of data from a variety of sources, a new vision for the CLG program emerged and draft guidelines were issued for public comment in late 2017. The result is a program that focuses on helping Pennsylvania communities implement effective preservation programs by providing recognition, guidance, and technical and financial resources. The goal of this overhaul is to make the program more meaningful and responsive to the needs of Pennsylvania communities while helping them grow and improve their preservation programs.

### **Why should your community continue to participate in the CLG Program?**

CLGs in Pennsylvania have access to a number of technical and financial resources that other municipalities in the Commonwealth do not. Among these resources are a dedicated grant program, pro-bono design and planning assistance, and priority consideration for DCED Keystone Communities funding and PHMC Keystone Historic Preservation Grants. Please see the enclosed information sheets or the PA SHPO website for more detailed information about these benefits.

### **What does being a CLG mean for your community?**

After your community renews its participation in the CLG program, there are only a few requirements and expectations that may be different from what your community is already doing. The municipality may need to amend its ordinances, develop design guidelines, or revise some policies to be consistent with the ongoing performance standards. These standards follow the certification requirements very closely but include a few additional items that are intended to help a CLG grow and improve their preservation program. CLGs are also required to submit brief annual reports, attend training programs, and participate in the National Register of Historic Places process, as necessary.

To remain in good standing, CLGs are expected to meet the ongoing performance standards and submit annual reports. If your community is considering changing its ordinance, updating its comprehensive plan, or conducting a survey of historic resources, you should consult with the Community Preservation Coordinator for your region to be sure the project is consistent with the CLG guidelines. These projects, and others, may also be eligible for CLG grant funding.

### **What is the timeline for implementing changes that meet the new guidelines?**

When your community renews its certification agreement, the Community Preservation Coordinator for your region will schedule an assessment of the municipality's current preservation program. This assessment will provide the community with an itemized list of recommendations for the community to implement over the next 4 years, when



a full evaluation will be conducted. There is no expectation that existing CLGs will meet all of the performance standards when they renew or will be required to implement new tools or policies right away. The goal is to help existing CLGs improve their preservation program steadily, but incrementally over a number of years.

### **How is the revised Certification Agreement different from the previous agreement?**

The revised Certification Agreement differs from the agreement your community signed when it was first designated in only a few ways. The body of the Agreement is largely unchanged. Exhibit A contains the updated performance standards that are outlined in the revised program guidelines. Exhibit B contains a number of standard terms and conditions that, by law, must accompany all Commonwealth agreements. These terms and conditions are likely things that your municipality is already doing or has agreed to as a condition or receiving other common funding or benefits from the Commonwealth. If you have specific questions about Exhibit B, you may contact PHMC's Assistant Counsel, Gerard Leone, at [geleone@pa.gov](mailto:geleone@pa.gov) or (717) 346-3835.

### **NEXT STEPS TO RENEW YOUR COMMUNITY'S CERTIFICATION**

#### **1. Sign the certification agreement**

- The Chief Elected Official (Mayor, Council President, Supervisors' Chair, etc.) must **sign and date 3 copies of the signature page** and return them to the address below within 90 calendar days.
- Included in this packet is a sample resolution authorizing the CEO to execute the certification agreement that can be adopted by the governing body, if necessary. This resolution is not required and only needs to be adopted if your municipality's laws require such approvals. If your governing body does adopt a resolution authorizing participation in the CLG program, please include a signed copy with your signed certification agreement signature pages.

#### **2. Complete the CLG Information Sheet included in this packet**

#### **3. Return 3 copies the signed signature page and the CLG Information Sheet within 90 days to:**

PA SHPO  
ATTN: Elizabeth Rairigh  
Commonwealth Keystone Building, 2<sup>nd</sup> Fl  
400 North St.  
Harrisburg, PA 17120

Following receipt of the signature pages, the PA SHPO will sign the agreement and forward the agreement to the National Park Service. You will also receive a fully executed copy of the certification agreement within 30-60 days. The Community Preservation Coordinator for your region will then schedule an assessment to help your community plan its next steps.

### **What if our community decides it no longer wants to be a CLG?**

If your community decides that it is no longer interested in participating in the CLG program, you may request decertification by sending a letter to that effect to Elizabeth Rairigh at the address listed above. If we do not receive a signed certification agreement or you have not requested an extension within 90 days, we will assume that your community no longer wishes to participate and will recommend decertification to the National Park Service.

#### **For more information contact the Community Preservation Coordinator for your region:**

Eastern Pennsylvania – Cory Kegerise | [ckegerise@pa.gov](mailto:ckegerise@pa.gov) | (215) 219-3824  
Central Pennsylvania – Bryan Van Sweden | [bvansweden@pa.gov](mailto:bvansweden@pa.gov) | (717) 772-5071  
Western Pennsylvania – Bill Callahan | [wcallahan@pa.gov](mailto:wcallahan@pa.gov) | (412) 565-3575





# Certified Local Government Program

## Program Overview for Pennsylvania Communities

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The Certified Local Government (CLG) program is a partnership between municipal governments, the Pennsylvania State Historic Preservation Office (PA SHPO), and the National Park Service (NPS) that promotes and supports holistic historic preservation programs and policies in Pennsylvania municipalities. Designation is a mark of distinction that provides participating communities with credibility, as well as access to technical assistance and grant programs; it means that the municipality follows best practices and views preservation as an integral part of its community and economic development.

### What does the CLG program in Pennsylvania do?

The CLG program in Pennsylvania recognizes the unique characteristics of the Commonwealth's communities while promoting technical, legal, and procedural best practices that are common to all participating communities. The CLG program in Pennsylvania:



- Establishes standards and distributes guidance for best practices in municipal historic preservation programs;
- Engages CLGs in implementing State and Federal historic preservation programs;
- Provides technical and financial support for projects that increase local capacity and implement best practices related to historic resources;
- Facilitates networking and the exchange of ideas among CLGs; and
- Facilitates training opportunities for municipal leaders.

### Why should my community become a CLG?

The CLG program provides exclusive benefits for participating communities, including a dedicated grant program, specialized technical assistance, and participation in the National Register of Historic Places nomination process. Beyond the tangible benefits, being a CLG also provides **credibility** and **distinction** by demonstrating that the community is following best practices and meeting its legal and ethical obligations.



- The **CLG Grant Program** provides funding to develop the tools, products, programs, and services municipalities need to administer their local preservation programs effectively and in accordance with the CLG program guidelines.
- **Designing for Preservation Solutions** provides free design services to CLGs and related community organizations.
- **Guidance for Preservation Solutions** is a technical assistance program that provides CLGs with free, comprehensive advice from the PA SHPO on cultural resource issues and projects in their communities.
- CLGs participate formally in the **National Register of Historic Places review process** for properties in their communities.
- Projects within CLGs will receive **special consideration** for **Keystone Communities funding** from DCED and **Keystone Historic Preservation Grants** from PA SHPO.



## What are the requirements for being a CLG?

In order to become a CLG, municipalities must demonstrate their commitment to historic preservation by having certain policies and practices in place at the time of application. These minimum certification requirements are the building blocks of an effective local preservation program and will help the community make the most of its participation in the CLG program. To remain active and in good standing, CLGs must meet ongoing performance standards and submit brief annual reports.

The Certification Checklist and the CLG Guidelines and Procedures provide detailed information about the specific tools, policies, and practices that a municipality must have in place in order to be eligible for the CLG program. These core requirements include:

- Enacting an historic preservation ordinance that, at a minimum, requires the municipality to review and approve the proposed demolition of designated historic buildings and new construction in historic districts;
- Appointing a preservation commission or Historic Architectural Review Board (HARB) to administer the preservation ordinance;
- Incorporating historic resources and historic preservation strategies into the community's comprehensive plan.

## How can my community become a CLG?

If your community is interested in becoming a CLG, your first step should be to talk with the PA SHPO Community Preservation Coordinator for your region about your community's preservation program and the application process.



Here are a few important pointers and tips about the application process:

- There are no application deadlines, and applications are accepted on a rolling basis.
- Once your municipality submits its application, the certification process generally takes 3 to 4 months to complete.
- The CLG application must be signed by the chief elected official in your municipality. This typically requires authorization from the governing body, such as the City or Borough Council or Board of Supervisors.

**For more information contact the Community Preservation Coordinator for your region:**

Eastern Pennsylvania – Cory Kegerise | [ckegerise@pa.gov](mailto:ckegerise@pa.gov) | (215) 219-3824

Central Pennsylvania – Bryan Van Sweden | [bvansweden@pa.gov](mailto:bvansweden@pa.gov) | (717) 772-5071

Western Pennsylvania – Bill Callahan | [wcallahan@pa.gov](mailto:wcallahan@pa.gov) | (412) 565-3575

Visit the [Community Preservation section](#) of the PHMC website for more information



### **What happens after a community becomes a CLG?**

After a community is designated a CLG, there are only a few requirements and expectations that may be different from what the community was already doing. The municipality may need to amend its ordinances, develop design guidelines, or revise some policies to be consistent with the ongoing performance standards. These standards follow the certification requirements very closely but include a few additional items that are intended to help a CLG grow and improve their preservation program. CLGs are also required to submit brief annual reports, attend training programs, and participate in the National Register of Historic Places process, as required. The Performance Standards Checklist can help your community evaluate its program and identify opportunities for improvement.

### **What does a municipality have to do in order to remain a CLG?**

To remain in good standing, CLGs are expected to meet the ongoing performance standards and submit annual reports. If a CLG community is considering changing its ordinance, updating its comprehensive plan, or conducting a survey of historic resources, they should consult with the Community Preservation Coordinator for their region to be sure the project is consistent with the CLG guidelines. These projects, and others, may also be eligible for CLG grant funding.

### **What are the reporting requirements?**

CLGs are required to submit brief annual reports by March 1 of each year. The reports cover the previous calendar year and provide updated contact information, basic information about the number and types of projects reviewed, training activities, and changes to ordinances and plans. CLGs may not be eligible to receive CLG grants or scholarships if they do not submit their annual reports.

### **How are CLGs evaluated?**

The PA SHPO evaluates each CLG every 4 years. Evaluations are an opportunity for CLGs to discuss issues, needs, and priorities with PA SHPO staff, and they include an assessment of how the community is meeting the performance standards. The evaluation process may involve reviewing ordinances, plans, and annual reports, meetings with review boards, staff, and elected officials, and public input. Each evaluation concludes with a written report that identifies strengths as well as opportunities for improvement.

### **What happens if a CLG isn't meeting the performance standards?**

The goal of the CLG program is to help communities develop and improve effective preservation programs, so failing to meet every performance standard all of the time will rarely result in decertification. However, if there are significant or recurring preservation issues in a community or the evaluation process identifies problems with a CLG's ordinances or practices, the PA SHPO may ask the community to take corrective actions within a specific timeframe. Failure to address the requested changes may result in decertification.

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION**  
**AND**  
**Borough of North Wales, Montgomery County**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Historical and Museum Commission ("PHMC") and the Borough of North Wales ("Municipality") (collectively "the Parties" for the Municipality's participation in the National Park Service's (NPS's) Certified Local Government (CLG) program. In the context of the CLG program, this Agreement is known as the "Certification Agreement."

WHEREAS, the bureau of PHMC responsible for implementing the programs required by the National Historic Preservation Act is its Pennsylvania State Historic Preservation Office ("SHPO"); and

WHEREAS, according to 36 C.F.R. § 61.2; 54 U.S.C. § 300310, the Municipality meets the National Historic Preservation Act's (NHPA's) definition of "local government" as a "general purpose political subdivision of the state;" and

WHEREAS, according to 54 U.S.C. § 302501-302505, the National Historic Preservation Act provides that the SHPO (in conjunction with the NPS) can designate certified local governments ("CLG"), in order for those local governments to review nominations to the National Register of Historic Places ("NRHP"), to qualify for funds (usually in the form of grants) from the NPS's Historic Preservation Fund ("HPF"), and for other purposes; and

WHEREAS, according to 36 C.F.R. § 61.6, the SHPO issues and NPS approves the "Certified Local Government Program Guidelines and Procedures for Pennsylvania Communities" ("Guidelines"), detailing the specific requirements for obtaining CLG status along with the responsibilities of municipalities as a condition of CLG status; and

WHEREAS, the Municipality desires to attain CLG status and has submitted the required documentation in support of its desire to attain that status; and

WHEREAS, the SHPO has reviewed the Municipality's request and has determined that the Municipality has met the requirements to obtain CLG status;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:



## **I. Term.**

1. **Effective Date.** This Agreement will be effective on the date of the last required signature and approval of the United States National Park Service ("NPS"). The Agreement will remain in effect until either party seeks to terminate pursuant to the conditions and process described below.
2. **Voluntary Termination by Municipality.** The Municipality may voluntarily terminate this Agreement and CLG status by giving 30 days' notice in writing. The SHPO will forward the request to NPS for concurrence. The SHPO will notify the Municipality of the date of the termination of this Agreement and CLG status in writing within 30 days of notice from NPS.
3. **Termination by the SHPO.** The SHPO may recommend termination of this Agreement to NPS if the Municipality is not satisfactorily fulfilling the performance standards of the Guidelines and has failed to implement sufficient improvement in the performance of the agreement in accordance with the Guidelines. The SHPO will only recommend a termination after providing a notice to the Municipality of the description of the deficiency, a deadline for correcting the deficiency, and the consequences of failing to meet that deadline. If by the deadline, the Municipality has not completed the corrective action to the SHPO's satisfaction, the SHPO will notify the Municipality in writing that the process of terminating its CLG status has begun and will cite specific reasons for the termination. If NPS does not object within 30 working days of receipt of the SHPO's recommendation, the Agreement and the Municipality's CLG status will terminate. Upon receipt of NPS concurrence or following 30 working days, the SHPO will inform the CLG, in writing, of termination.
4. **Termination in the Event of Legislative Change.** In the event that significant changes in applicable federal law, regulations, or program procedures or significant changes in the Guidelines, the SHPO will notify the CLGs in writing concerning the changes and offer to initiate amendment or termination of this agreement as appropriate and in accordance with the relevant procedures.

**II. Certified Local Government Responsibilities.** The Municipality agrees that during the period in which the Municipality has CLG status, the Municipality will fulfill and assume the following responsibilities.

1. The Municipality will implement and administer a historic preservation program in accordance with the Ongoing Performance Standards included in the Guidelines.
2. The Municipality will maintain, pursuant to NHPA (54 U.S.C. § 300307) and implementing federal implementing law and policy, laws of the Commonwealth of Pennsylvania, and local law, an adequate and qualified historical architectural review board or historic preservation commission composed of professional and lay members who have a demonstrated interest, competence, or knowledge in historic preservation in accordance with the Guidelines.
3. The Municipality will maintain a system for the survey and inventory of "historic properties" (as NHPA defines the term at 54 U.S.C. 300308) pursuant to the Guidelines;
4. The Municipality will provide for adequate public participation in the historic preservation program, including but not limited to, the process of recommending properties for listing in the NRHP, in accordance with applicable federal and state laws and regulations, including the "Sunshine Act," 65 Pa.C.S. § 701-716, and the Guidelines.
5. The Municipality will participate in the NRHP program in Pennsylvania through the review of nominations in accordance with the Guidelines.
6. The Municipality will cooperate fully with the SHPO in periodic program evaluations and program consultation.
7. The Municipality will administer all grants received from the SHPO according to the terms and conditions of the grant agreements and maintain records of administration of funds allocated from the HPF.
8. The Municipality will adhere to all federal requirements for the CLG program and applicable provisions in accordance with the Guidelines.
9. The Municipality will maintain consistent communication with the SHPO, including but not limited to submission of annual reports according to the form and deadlines specified by the SHPO and

identification of a point of contact for the purposes of receiving communication from and interacting with the SHPO.

**III. PHMC Responsibilities.** The Commonwealth and SHPO will fulfill and assume the following responsibilities.

1. On the effective date of this Agreement, the Commonwealth of Pennsylvania by and through the SHPO, and in conjunction with NPS will confer upon the Municipality CLG status.
2. The SHPO will notify the Municipality of the availability and amount of CLG grants in each round, and provide the Municipality with information on grant requirements, application forms, and selection criteria.
3. The SHPO will provide the Municipality with information about and access to all known technical assistance programs available to CLGs.
4. The SHPO will notify the Municipality of all known pending NRHP nominations in the Municipality and provide the Municipality with the opportunity to comment pursuant to the procedures described in the Guidelines.
5. The SHPO will notify the Municipality of the location of all guidance necessary to fulfill all of its CLG responsibilities (e.g., maintenance of the local inventory).
6. The SHPO will consult with the Municipality concerning changes to the CLG program by either the Federal Government or the SHPO, including revisions to the Guidelines.

**IV. Periodic Performance Evaluations**

1. The SHPO will, from time to time, conduct a periodic program evaluation ("Evaluation") to assess whether the Municipality is meeting the ongoing performance standards as described in Exhibit A and determine needs and goals for the future. The Evaluation will be conducted according to the procedures described in the Guidelines and at such times determined by the SHPO.
2. The SHPO will notify the Municipality's chief elected official(s) and relevant staff contacts in writing at least 10 working days prior to initiating an Evaluation. The notification will describe the specific process to be followed and identify the scheduling needs for various meetings.
3. The Municipality agrees to cooperate fully in the Evaluation, including providing documents and attending meetings.
4. The SHPO will prepare a written report of its findings pursuant to its Evaluation process and will provide a draft to the Municipality for review and comment prior to making the report final.

**VI. Amendment and Modifications.** No alterations or variations to this Agreement shall be valid unless made in a mutually agreed upon written document signed by the Parties subject to the same legal review by NPS.

**VII. Agency.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**VIII. Notice.** Any written notice under this Agreement shall be sufficient if mailed or e-mailed to:

State CLG Coordinator  
Pennsylvania Historical and Museum Commission  
State Historic Preservation Office  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120  
Email: [erairigh@pa.gov](mailto:erairigh@pa.gov)

Christine Hart  
CLG Liaison  
Borough of North Wales  
300 School St.  
North Wales, PA 19454  
chart@northwalesborough.org

**IX. Applicable Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts in a manner that is consistent with federal law and requirements; e.g., the National Historic Preservation Act (54 U.S.C. 300100 et seq.) and the federal Office of Management and Budget's (OMB's) Guidance for Federal Grants and Agreements (2 CFR 200 et seq.)

**X. Disputes.** Any dispute arising hereunder shall be submitted to the State Office of General Counsel for final resolution under State law and the NPS for federal requirements. Prior to making a final decision requiring the interpretation of state law, the State Office of General Counsel shall consult the State Historic Preservation Office regarding the state CLG program guidelines and procedures.

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

**XII. Standard Terms and Conditions.** The Municipality agrees to the Terms and Conditions included in Exhibit B.

**XIII. Integration.** When fully executed by the Parties, this Agreement shall be the final and complete Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement, except as expressly set forth in this Agreement.

## **EXHIBIT A**

### **Certified Local Government Program Ongoing Performance Standards**

Ongoing Performance Standards are the expectations and performance metrics CLGs will be expected to meet following certification and will be the criteria for periodic performance evaluations.

#### **A. Demonstrate a commitment to historic preservation as a vital and integral component of community and economic development.**

1. Consistently demonstrate through policies, programs, and actions a commitment to historic preservation as a vital and integral component of community and economic development.
2. Give thoughtful consideration to historic resources and preservation policies in the municipality's comprehensive plan.
3. Adopt and implement the International Existing Building Code.

#### **B. Implement and enforce laws, policies, and procedures that advance preservation goals, uphold the public interest, and respect individual rights.**

1. The municipality must maintain and enforce a preservation ordinance that meets the minimum requirements described in Chapter III(B)[1] of the CLG Guidelines and Procedures for Pennsylvania Communities.
2. The municipality must adopt design guidelines that illustrate how the review standards and criteria in the ordinance should be applied to designated properties in a manner that will result in granting a COA or other approval as required by the ordinance. These guidelines must be generally consistent with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. The adopted guidelines must be used in evaluating and decision-making about all relevant applications.
  - a. The review board and governing body must review and render decisions on all applications required by its preservation ordinance in a timely fashion, follow published procedures, and allow for adequate public participation. Public participation includes:
  - b. conducting all business in open meetings according to published procedures
  - c. making meeting minutes publicly accessible, and
  - d. following all Federal and State laws relevant to the conduct of official business.
3. Applicants shall be given written notification of decisions or recommendations of the review board or preservation commission. This notification may be in the form of a copy of the recommendation made to or by the local governing body. Detailed written records of all decisions and actions along with meeting minutes of the review board or preservation commission and the governing body, including the reasons for making these decisions, must be kept on file and available for public inspection.

#### **C. Engage the public in historic preservation**

1. The review board or preservation commission must meet at least 4 times per year.
2. All meetings of the Board of Historical Architectural Review or historic preservation commission, and governing body, including special meetings, must be publicly announced and be open to the public in accordance with the Pennsylvania Sunshine Act, 65 Pa.C.S. §§ 701-716. The agenda must be available to the public for review prior to the meeting.
3. All decisions by the review board or preservation commission, and governing body related to enforcement of local legislation or Certified Local Government responsibilities shall be made in a public forum.



**D. Maintain, utilize, and share current information about historic resources in the community.**

1. The municipality must maintain and periodically update inventory information for designated historic districts, buildings, sites, objects, and/or structures regulated under the municipality's preservation ordinance. The inventory information must:
  - a. Have been gathered or updated within the past 10 years;
  - b. Contain property-level information that is consistent with the minimum record guidelines established by PA SHPO;
  - c. Be in a format that allows for integrating the information into the databases and file systems maintained by PA SHPO.
2. The municipality must have a program/procedure to carry out a comprehensive reconnaissance-level survey for further identifying historic districts, buildings, sites, objects, and structures within the municipality or have a written plan that describes how such a program will be implemented.
3. All inventory information must be accessible to the public, except for restrictions on the location of archaeological sites when deemed necessary by the PA SHPO or local government.

**E. Appropriately maintain historic resources owned by the municipality.**

1. The municipality must evaluate and, where applicable, designate municipally-owned properties as historic resources under the provisions of the appropriate preservation ordinances, or have a plan in place for doing so.
2. Municipally-owned properties and projects within established historic districts or properties designated as historic through other ordinances must follow the same established review procedures and guidelines as other properties.

**F. Provide adequate human and financial resources to implement historic preservation programs effectively.**

1. Ensure that review boards/commissions consistently meet the membership requirements as defined in F(1)(a)(1-3) of the CLG Guidelines and Procedures.
2. Maintain information about the credentials of review board/commission members and make this available to the public and the State Historic Preservation Officer upon request.
3. Fill vacancies on the review board/commission within 90 days.
4. Provide staff support to the review board/commission in the fulfillment of its responsibilities under the ordinance, including the tasks identified in F(1)(b) of the CLG Guidelines and Procedures.
5. Maintain regular communication with PA SHPO via a designated staff point-of-contact.
6. Board/commission members and support staff must participate in at least 4 hours of continuing education and training programs annually.

**G. Actively participate in regional, state, and national preservation programs.**

1. Submit CLG annual reports by the established deadline.
2. Administer all CLG grants and scholarships according to established guidelines, procedures, and deadlines, including fully expending all funds awarded.
3. Review and comment on at least 75% of all National Register nominations for resources within the municipality annually, following the procedures and requirements described in Section VIII of the CLG Guidelines and Procedures.
4. Satisfactorily perform all other responsibilities delegated by the PA SHPO.

## EXHIBIT B

### **I. Nondiscrimination/Sexual Harassment Clause, as per Management Directive 215.16 (Amended) (and as consistent with applicable federal law and policy):**

The Municipality agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any related grant, the Municipality, each subgrantee, or any person acting on behalf of the Municipality or subgrantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA), 43 P.S. § 951-963, or applicable Federal Laws including but not limited to the federal *Civil Rights Act of 1964*, 42 U.S.C. 2000e, against any citizen of this Commonwealth or nation who is qualified and available to perform the work to which the employment relates.
2. Neither the Municipality nor any subgrantee nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under or related to the Agreement.
3. Neither the Municipality nor any subgrantee nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under or related to the Agreement.
4. Neither the Municipality nor any subgrantee nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, 43 P.S. § 1101.101-1101.2301, *Pennsylvania Labor Relations Act*, 43 P.S. 211.1-211.13., or *National Labor Relations Act*, 29 U.S.C. 151-169 as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Municipality and each subgrantee shall establish, maintain, a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Municipality and each subgrantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee or supplier who is qualified to perform the work to which the Agreement relates.

7. The Municipality represents and each subgrantee will represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Municipality and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, (42 U.S.C. Chapter 21) that have 100 or more employees and employers that have federal government grants or first-tier subgrants and have 50 or more employees. The Municipality and each subgrantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Municipality shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant related to this Agreement so that those provisions applicable to subgrantees will be binding upon each subgrantee.
9. The Municipality's and each subgrantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement/grant awarded pursuant to the Agreement. contract through the termination date thereof. Accordingly, the Municipality and each subgrantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the Agreement and all money due or to become due under a grant related to the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Municipality or subgrantee in the Contractor/Grantee Responsibility File.

**II. Americans with Disabilities Act Clause, as per Management Directive 215.12 (and as consistent with applicable federal law and policy):**

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Municipality understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement or related grant activities on the basis of the disability. As a condition of accepting this Agreement, the Municipality agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Municipality shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any third party against the Commonwealth of Pennsylvania as a result

of the Municipality's failure to comply with the provisions of Subparagraph 1 above.

### **III. Sovereign Immunity and Commonwealth Held Harmless Provisions:**

1. The Municipality shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Municipality and its employees and agents under this Agreement, provided the Commonwealth gives Municipality prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Municipality, the Commonwealth will cooperate with all reasonable requests of Municipality made in the defense of such suits.
2. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Municipality to control the defense and any related settlement negotiations.

### **IV. Public Information:**

This Agreement and all related records are subject to the National Historic Preservation Act at 54 U.S.C. § 307103, and Pennsylvania's Right to Know Law, 62 P.S. §§ 67.101-67.3104. Neither Party shall release any record that would, in the judgment of the Party, be subject to protection under the National Historic Preservation Act or an exemption from disclosure under the Right to Know Law, without first providing notice to the other Party and the National Park Service within five (5) business days of the receipt of the request. The Parties and the National Park Service will discuss appropriate actions to be taken, including release of the requested information or other action, prior to the release of records.

### **V. Minimum Wage Provision (and as consistent with applicable federal law and policy):**

1. **Enhanced Minimum Wage.** Municipality agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Agreement or related grants, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week. If federal funds are used for grant-supported activity federal rules apply
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be

published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968, 43 P.S. § 333.101-333.115;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act, 43 P.S. 165-1- 1655-17, and Davis-Bacon Act, 40 U.S.C. 3141-3148; or
  - d. required to be paid a higher wage under any federal, state, or local policy or ordinance.
4. **Notice.** Municipality shall post these Enhanced Minimum Wage Provisions for the entire period of the Agreement and related grants conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Municipality must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the Agreement, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Municipality shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



## North Wales Area Library

233 S. Swartley Street . North Wales, PA 19454 . 215-699-5410 .  
[www.northwaleslibrary.org](http://www.northwaleslibrary.org)

1 Aug 2019

Ms. Christine Hart  
North Wales Borough Manager  
300 School St.  
North Wales, PA 19454

Re: North Wales Area Library Parking Addition Land Plan

On behalf of North Wales Area Library, I am submitting a land plan application and drawings to add an additional six (6) parking spaces to the library property located at 233 S. Swartley St. I am providing five (5) initial sets of plans along with the electronic submission discussed with you and Mr. Guzzardo earlier this week. Additional sets of plans would be provided as requested.

The plans define the addition of six (6) additional parking spaces on the east side of the library property aligned with existing parking that is already supported by storm water drainage and exterior lighting. Our plans comply with the current code and do not require any zoning relief. Our goal is to simply add these spaces to help provide some relief to the local roadways where people currently park to utilize the many library services. We believe this addition of parking will support the Borough and the residents who are located near the library.

As you will see when reviewing our plans, our approach is to minimize project costs as the Library must raise all the money via donations to construct this lot. We are requesting from the Borough any relief that can be granted to waive any application and review fees that would help us reduce total project costs. We would also ask that plan changes be minimized during the review process for changes that would add cost. Our hope is to keep project costs at a reasonable value so we could quickly raise the funding and install this parking should the project be approved.

We would like to thank the Council and Planning Commission in advance for their support of the Library which we believe is a valuable institution of the Borough.

Sincerely,

Greg Landis – NWAL Board Member and Project Lead

Cc: Jayne Blackledge, Beth Duffy, NWAL Board

BOROUGH OF NORTH WALES  
300 SCHOOL STREET  
NORTH WALES, PENNSYLVANIA

MEETING: June 11, 2019 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Ronald S. Little, Jr.	Present
	Wendy McClure	Absent
	Sally Neiderhiser	Present
	Daniel O'Connell	Absent
	Eion O'Neill	Present
	Paula Scott	Present
	James Sando	Present
	Mayor Gregory D'Angelo	Absent

Also in attendance were Gregory Gifford, Borough Solicitor and Michael Eves, Chief of Police. Alan Guzzardo, Assistant Borough Manager was absent.

President Sando led the Pledge of Allegiance.

### **Public Comment**

Kathleen Waters, 705 E. Walnut Street, expressed her concerns with regard to the behavior of several residents whom live directly across the street from her property. She stated that she believed the Lamb Foundation was responsible for supervising the individuals who reside there, and, in her opinion, they need to do a better job. Member Scott asked if Ms. Waters if she is contacting the police when incidents occur. Ms. Waters stated she called the police after one incident and she spoke with an officer at the Wawa store after another incident. Member Scott encouraged her as well as any other residents experiencing issues involving safety to always call the police regardless of whom is involved. She then asked Chief Eves to comment on the issue. Chief Eves also encouraged all residents to call 911 when incidents occur.

Eric Maurer, 709 E. Walnut Street, also expressed his concerns with the behavior of the residents residing across the street. He stated that one of them tried to break into his home in the middle of the night and he had video evidence of the incident. He also recalled incidents of harassment and other unruly behavior. He said he had called the police multiple times. However, he feels that nothing has been resolved and he hopes that the police will be able to better address these issues.

### **Consideration: Preliminary/Final Subdivision: SD-18-01, 215 Church Street, 3-Lot Subdivision**

Manager Hart provided an overview of the applicant's proposal and the waivers being requested. Member Amato asked for clarification on maintenance of the proposed stormwater management facilities. Manager Hart explained that an operation and maintenance agreement would be executed to ensure that all future property owners would be responsible for maintaining the facilities. Vice President Cherry then asked Manager Hart how many trees the applicant is

requesting a waiver from planting. Manager Hart stated the applicant is requesting a waiver from planting five trees. Vice President Cherry suggested the Borough should request a donation in-lieu of planting the trees so the Borough can use the funds to plant the trees in the Borough's parks. Manager Hart asked Robert Mortimer, the Applicant, if he was opposed to making a donation for the trees. Mr. Mortimer asked how much of a donation would the Borough be requesting. Manager Hart stated the Borough Engineer has determined a price of \$200.00 per tree, which would be a total of \$1,000.00 for the five trees. Vice President Cherry then suggested the Borough should only request a total of \$400.00-\$600.00 since the Applicant is restoring a historic house.

Member Amato asked if council members need to be informed about stormwater management practices and requirements. Manager Hart stated the Borough Engineer is responsible for ensuring that all of the stormwater management requirements are met. President Sando asked if the stormwater management plans are sufficient. Manager Hart stated there were issues with previous plans. However, the Applicant has revised his plans which have been deemed sufficient by the Borough Engineer. Solicitor Gifford asked the Applicant if he has prepared a financial guarantee for the improvements which the Borough Engineer stated would be required in her review letter, dated May 24, 2019. The Applicant stated he is currently working with his engineer on that. Solicitor Gifford then made the Applicant aware that any approval would be contingent on providing the Borough with a sufficient financial guarantee. The Applicant agreed to this contingency.

Member O'Neill asked Manager Hart for clarification on fees in-lieu of meeting certain requirements. Manager Hart explained that Council may request donations in-lieu of meeting certain requirements. Council deliberated on the requested waivers and on the fees in-lieu of meeting the tree planting and parks and recreation requirements. Solicitor Gifford then stated for the record, the Applicant has agreed to resolve item numbers 6 thru 8 in the Borough Engineer's review letter, dated May 24, 2019, in the section referencing Stormwater Management.

Member Neiderhiser made a motion to grant preliminary/final subdivision approval for SD-18-01, 3-lot subdivision at 215 Church Street, with the requested waivers as presented. Member O'Neill seconded the motion. Motion passed 7 yes, 0 no.

### **Consideration: Approval of Minutes: May 28, 2019**

Member Scott made a motion to approve the minutes of May 28, 2019. Member Little seconded the motion. Motion passed 7 yes, 0 no.

### **Old Business/Committee & Board Reports/Zoning Applications**

Manager Hart stated the Borough has no pending zoning application. However, the Borough has received a land development application for a six-unit apartment building, to be constructed at 690 E. Walnut Street. The parcel was recently subdivided from 700 E. Walnut Street. She stated the plans are currently under review by staff and she will be providing an update at a future Council meeting.

### **Solicitor / Mayor / Council / Chief of Police / Manager**

Solicitor Gifford stated an executive session will be held following the Council meeting to discuss an update on a legal matter as well as a personnel matter and a real estate matter. He then said that possible action would be taken following the executive session.



President Sando thanked Manager Hart for showing a video prior to the Council meeting which showed members of the PA House of Representatives passing a resolution supporting the Borough's 150<sup>th</sup> Anniversary. Members of the 150<sup>th</sup> Anniversary Committee and Borough officials had traveled to Harrisburg to attend the session. President Sando stated he attended the session and it was a great experience. Both Manager Hart and Mr. Sando thanked State Representative Hanbidge for the experience and invitation.

Manager Hart announced the Montgomery Township Board of Supervisors has applied for a DCED Greenways, Trails and Recreation Program Grant for trail projects. She stated it is important because the Borough could possibly construct trails that link into surrounding municipal trails in the future. She then announced that Upper Gwynedd Township has invited the Borough's elected officials to a ceremony on July 22 at Pennbrook Middle School to celebrate some recent personnel promotions within its Police Department. She then reviewed the Delaware Valley Health Trust 2018 Wellness Program Report for Borough employee members. She reviewed the health care incentives that are available for members and encouraged members to take full advantage of the available benefits. Manager Hart also announced the Borough had received a donation from Jenny Dunlap of North Wales National Bank handwritten ledgers and minutes from 1890-1893, that were passed down to her by her Father, Kermit J. Patrick, Jr. which will be placed on display in the Walls of History Museum.

Member Scott made a motion to adjourn. Member Neiderhiser seconded the motion. Motion passed 7 yes, 0 no.

Meeting adjourned at 7:37 P.M.

The meeting reconvened at 8:22 P.M.

Solicitor Gifford stated Council has reconvened to act on a real estate transfer regarding 599 Elm Avenue, the former North Wales Borough Wastewater Treatment Facility which is currently owned by North Wales Water Authority. Ownership of the property will be transferred back to the Borough.

Member O'Neill made a motion to execute the real estate transfer of 599 Elm Avenue from North Wales Water Authority to North Wales Borough. Vice President Cherry seconded the motion. Motion passed, 7 yes, 0 no.

Member Scott made a motion to adjourn. Member Neiderhiser seconded the motion. Motion passed 7 yes, 0 no.

Meeting adjourned at 8:25 P.M.

Attest: \_\_\_\_\_  
Christine A. Hart  
Borough Manager

BOROUGH OF NORTH WALES  
300 SCHOOL STREET  
NORTH WALES, PENNSYLVANIA

MEETING: June 25, 2019 7:01 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Ronald S. Little, Jr.	Present
	Wendy McClure	Present
	Sally Neiderhiser	Present
	Daniel O'Connell	Present
	Eion O'Neill	Present
	Paula Scott	Absent
	James Sando	Absent
	Mayor Gregory D'Angelo	Present

Also in attendance were Gregory Gifford, Borough Solicitor, Michael Eves, Chief of Police and Alan Guzzardo, Assistant Borough Manager.

Vice President Cherry led the Pledge of Allegiance.

Solicitor Gifford stated that Council reconvened after executive session after the previous Council meeting held on June 11, and approved to execute the Agreement of Sale regarding 599 Elm Avenue, the former North Wales Borough Wastewater Treatment Facility, transferring the property back to the Borough from North Wales Water Authority.

### **Public Comment**

There was none at this time.

### **Consideration: Oppose HB 1400, Wireless Small Cell Placement Legislation**

Manager Hart provided an overview of the House Bill and requested that Borough Council oppose the Bill which strips municipalities of their rights to regulate small cell towers in the legal right-of-way areas. Mayor D'Angelo stated it will likely be considered again by the State Legislature in the Fall. He also informed Council it was the third unsuccessful attempt to get the Bill passed.

Member Amato stated that small cell towers are critical for the development of 5G cellular networks. However, municipalities should reserve the right to regulate their placement within the legal right-of-way areas. Solicitor Gifford explained how important it is for municipalities to regulate the placement of wireless facilities. Therefore, he encouraged Council to oppose the bill.

Member O'Connell joined the meeting at 7:07 P.M.

Member McClure made a motion to oppose HB 1400, Wireless Small Cell Placement Legislation. Member O'Neill seconded the motion. Motion passed 7 yes, 0 no.

**Consideration: Certificate of Appropriateness: 218-220 S. Main St & 453 Beaver St**

Member McClure took a moment to thank the Historical Architectural Review Board for all their time and effort dedicated to reviewing applications and working with property owners on maintaining the historic integrity of their properties.

Member Little made a motion to approve a Certificate of Appropriateness as presented for 218-220 S. Main Street. Member McClure seconded the motion. Motion passed 7 yes, 0 no.

Member McClure made a motion to approve a Certificate of Appropriateness as presented for 453 Beaver Street. Member Scott seconded the motion. Motion passed 7 yes, 0 no.

**Consideration: Denial of Certificate of Appropriateness: 118 N. Third Street**

Manager Hart tabled the application due to recent documentation received from the applicant and announced the application would be reviewed at a future Council meeting.

**Consideration: Disbursements: \$62,689.63**

Manager Hart requested an amendment to the bills for the tax turnovers for the North Wales Area Library and the North Penn Volunteer Fire Company. She stated that \$19,500.00 would be paid to each entity, thus increasing the total disbursements to \$101,689.63. Manager Hart reviewed the bills listing.

Member McClure made a motion to approve payment of the bills in the amount of \$101,689.63. Member Neiderhiser seconded the motion. Motion passed 7 yes, 0 no.

**Discussion: Human Relations Commission**

Manager Hart suggested Council table the matter until the July 23<sup>rd</sup> Council meeting, which an expert on the topic has agreed to attend and provide more information.

Andrew Berenson, 439 Washington Avenue, asked if the Borough has prepared an ordinance for adoption. Solicitor Gifford stated that no ordinance has been prepared. However, he said Council has been provided with a model ordinance from Lansdale Borough and they are still considering their options. Member O'Connell asked if there is a platform for people to provide their input on the issue. Manager Hart stated it would be discussed at the following Council meeting and options would be considered at a subsequent Council meeting.

Council agreed to table the matter for the following Council meeting on July 23.

**Old Business/Committee & Board Reports/Zoning Applications**

Assistant Manager Guzzardo stated the Borough hasn't received any zoning application. However, he stated the Borough has received a land development application for a six-unit apartment complex to be constructed at 690 E. Walnut Street. He stated it is currently being reviewed by staff and it would be scheduled for an upcoming Planning Commission meeting.

**Solicitor / Mayor / Council / Chief of Police / Manager**

Solicitor Gifford announced an executive session will be held following the Council meeting to discuss an update on a legal matter and one personnel matter.

Mayor D'Angelo announced the 143th Anniversary of the Battle of the Little Big Horn, when Lieutenant Colonel George A. Custer and over 200 men of the U.S. 7<sup>th</sup> Calvary Regiment were killed. He then stated that the American citizens at that time were unaware the battle had even taken place and he cautioned people to never let their ego get the best of them.

Manager Hart announced the following events: the Tex-Mex 5K Race on June 26, the rescheduling of Movies in the Park to June 27, the 4<sup>th</sup> of July Parade, the Borough's 150<sup>th</sup> Incorporation Day Celebration on August 20 and the 150<sup>th</sup> Anniversary Grand Parade on September 14.

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 7 yes, 0 no.

Meeting adjourned at 7:27 P.M.

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

Christine A. Hart  
Borough Manager

BOROUGH OF NORTH WALES  
300 SCHOOL STREET  
NORTH WALES, PENNSYLVANIA

MEETING: July 9, 2019 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Ronald S. Little, Jr.	Absent
	Wendy McClure	Present
	Sally Neiderhiser	Absent
	Daniel O'Connell	Present
	Eion O'Neill	Present
	Paula Scott	Present
	James Sando	Present
	Mayor Gregory D'Angelo	Present

Also in attendance were Gregory Gifford, Borough Solicitor, Michael Eves, Chief of Police, Alan Guzzardo, Assistant Borough Manager and Michael Coccio, Public Works Supervisor.

President Sando led the Pledge of Allegiance.

### **Public Comment**

There was none at this time.

### **Discussion: Volunteer Fire Service Tax Credit**

Manager Hart reviewed Pennsylvania Act No. 172 of 2016 which authorizes a tax credit for volunteer fire fighters and paramedics. Manager Hart explained that the Borough would have to enact an ordinance in order to provide members of the North Penn Volunteer Fire Co. and Volunteer medical Service Corps with a tax credit. The tax credit would allow up to a \$600 credit per volunteer depending on their income and eligibility status.

Member Amato asked how this would impact the Borough's budget. Manager Hart stated to be very conservative, she would use the maximum \$600 allowance multiplied by the 25 eligible members for an anticipated \$15,000 decrease in Earned Income tax revenue. it would calculate to a maximum amount of \$600.00 for the 25 members. Manager Hart stated she would meet with Solicitor Gifford to discuss and prepare an ordinance for Council's consideration.

### **Discussion: Spotted Lantern Fly Quarantine Information**

Manager Hart announced that North Wales Borough has been added to the list of municipalities that have been quarantined as a result of the spread of the Spotted Lantern Fly, an invasive species. She announced that businesses in the Borough who are receiving or shipping goods in and out of the Borough will be required to take training courses and obtain a permit, administered through the Department of Agriculture.

Vice President Cherry provided further background information on the Spotted Lantern Fly. He expressed concerns with how to enforce the newly imposed regulations mandated by the Commonwealth. Manager Hart stated she contacted the PA Department of Agriculture for more information about the Borough's responsibilities. She stated she would share more information with our residents, Council and business owners as she receives it.

### **Old Business/Committee & Board Reports/Zoning Applications**

Manager Hart announced there will be an information session on the Spotted Lantern Fly to be held at Dock Mennonite Academy sponsored by our local Senator and State Representatives. She encouraged Council members to attend and also announced that Public Works would be attending so that they can become more informed about the best way to combat this insect on Borough owned properties, especially our parks.

### **Solicitor / Mayor / Council / Chief of Police / Manager**

Solicitor Gifford announced an executive session will be held to discuss a legal matter and anticipated action would be taken following executive session.

Vice President Cherry asked Chief Eves if the Borough is going to install a no-right turn for traffic trailers from N. Main Street onto W. Walnut Street. Chief Eves stated he was looking into it and the Borough would post a sign if it gets approved through PennDOT. Vice President Cherry then announced the 4<sup>th</sup> of July Parade was a success.

President Sando stated he wasn't able to attend the 4<sup>th</sup> of July Parade because he was away. However, he greatly appreciated all the efforts that went into the event. And thanked all that planned and participated.

Chief Eves reviewed his monthly report provided to Council and highlighted the Police Department's activities for the month of June.

Manager Hart announced the following events: Movies in the Park on July 18 in Weingartner Park, Incorporation Day on August 20, the Grand Parade on September 14 celebrating the 150<sup>th</sup> Anniversary and Community Day on September 28.

Manager Hart announced the NPVFC is seeking support for an RACP grant administered by the Commonwealth of PA for final renovations on the firehouse.

Member McClure made a motion to support the NPVFC to obtain an RACP grant, to be used for firehouse renovations. Member O'Neill seconded the motion. Motion passed 7 yes, 0 no.

Member Scott made a motion to adjourn. Member McClure seconded the motion. Motion passed 7 yes, 0 no.

Meeting adjourned at 7:32 P.M.

Meeting reconvened at 8:00 P.M.

Member O'Neill made a motion to approve a settlement agreement with regard to the Sunlight of the Spirit House. Member Amato seconded the motion. Motion passed 6 yes, 1 no. Member Scott voted nay.

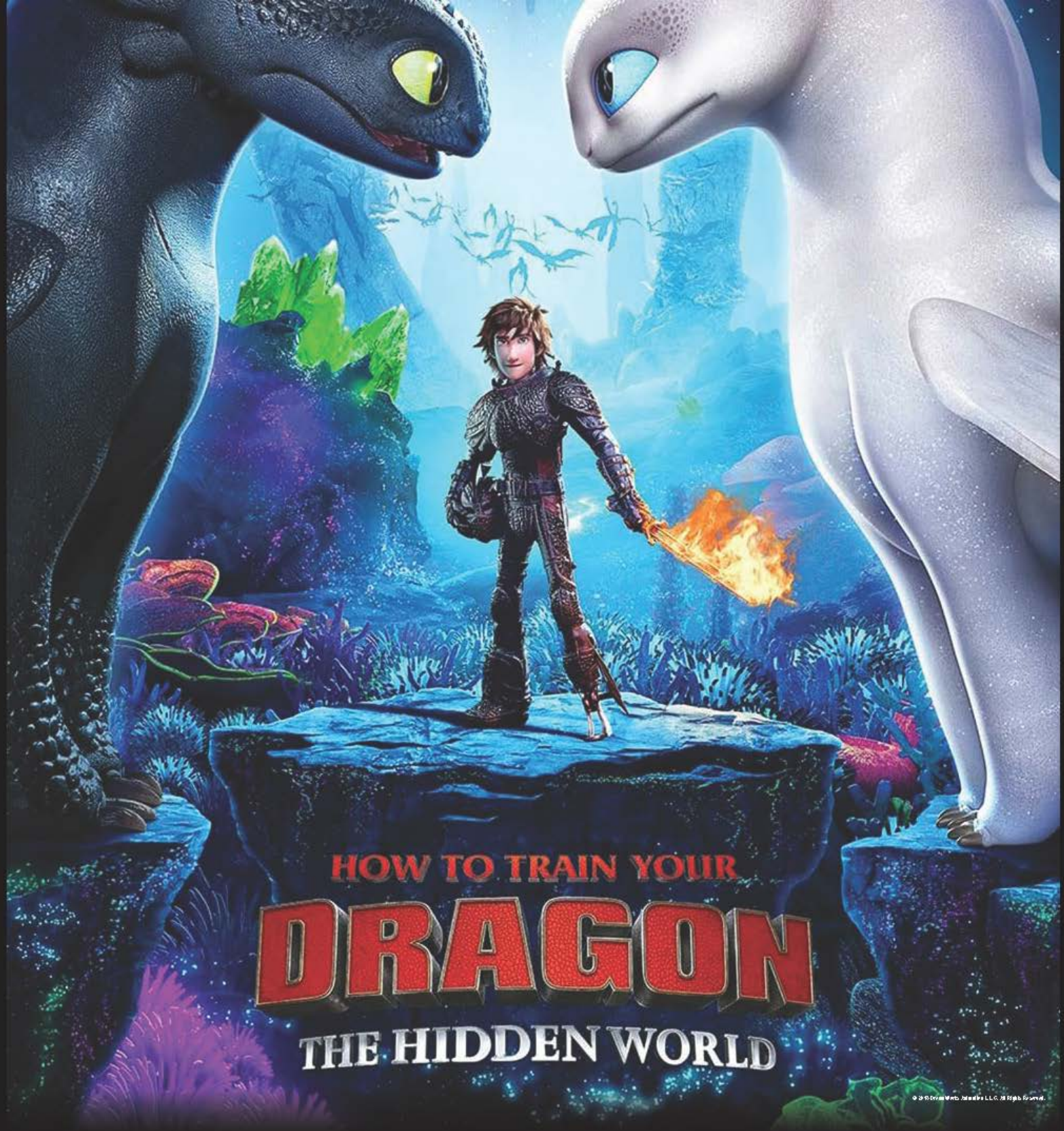
Member McClure made a motion to adjourn. Member O'Neill seconded the motion. Motion passed 7 yes, 0 no.

Meeting adjourned at 8:02 P.M.

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

Christine A. Hart  
Borough Manager





Movies in the Park  
Hosted by the Parks & Recreation Board  
Location: Weingartner Park  
Date: August 15, 2019  
Time: 8:30 P.M.





# INCORPORATION

*August 20th*  
*6:30 PM*

# DAY

*August 20, 2019 is the official anniversary of the incorporation of North Wales Borough*

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*At 6:30 PM we invite everyone to celebrate this historic milestone – ring bells, blow whistles and join the fire whistle, church bells, and police sirens.*

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*The evening celebration continues at 6:45 PM with a concert in Weingartner Park featuring the famous Montgomery County Jazz Band. Bring your blankets and chairs to enjoy the music and sunset.*

## **NORTH WALES BOROUGH CELEBRATES INCORPORATION DAY**

August 20, 2019 is the official 150<sup>th</sup> anniversary of the incorporation of North Wales Borough and we invite you to join in the celebration of Incorporation Day!

The North Wales Area Library Story Hour at 10 AM will commemorate the 150th Anniversary (birthday) of North Wales. Books about birthdays and local history will be shared with preschool children in the North Penn area; there is no fee or registration for this program. The Library is located at 233 South Swartley Street in North Wales Borough.

Beginning at 6:30 PM there will be blowing of whistles and ringing of bells throughout the Borough. The North Penn Volunteer Fire Company fire whistle will sound for one minute, followed by the ringing of church bells or chimes by the Borough churches – North Wales Baptist, St. Luke's United Church of Christ, St. Peter's Evangelical Lutheran Church, and St. Rose of Lima Catholic Church. Everyone is encouraged to participate by ringing their own bells or blowing their own whistles – see how much noise you can make by joining with neighbors on your street or come out to Main Street or Weingartner Park. Free commemorative whistles will be handed out on Main Street during this event. The North Wales Police will be in their patrol cars sounding their sirens as they drive around the residential neighborhoods. And at Weingartner Park the historic school bell from the original North Wales School will be on display and ringing during this time.

The final event of the day will feature the Montgomery County Jazz Band appearing in concert at Weingartner Park at 6:45 PM. Bring your blankets and chairs to enjoy this music and the free water ice. In the event of rain, the concert will be in the St. Rose of Lima Catholic Church auditorium.



## **North Wales Borough Incorporation Day August 20, 2019**

### **Bells and Whistles Schedule**

6:30 PM	Fire company whistle - Sounds for one minute
6:32 PM	Church bells/chimes for 5 minutes
6:30 - 6:40 PM	Police cars/sirens driving around residential neighborhoods
6:30 - 6:40 PM	Old school bell ringing

Linda McAdoo  
mcadoo412@verizon.net  
215-699-3213





# Wings N' Wheels

Saturday, September 7th

11:00 AM to 4:00 PM

Wings Field (KLOM)

1501 Narcissa Road - Blue Bell, PA 19422



Unique Aircraft

Music

Classic Cars

Children's Activities

Food

Scenic Plane Rides

**\$10 for Adults & \$5 for Kids**

*All proceeds benefit Angel Flight East's mission of providing free flights to patients in need of medical treatment far from home.*



[www.angelflighteast.org](http://www.angelflighteast.org)

215-358-1900







# **GRAND** *September 14th* **1:00 PM PARADE**

*The grand finale of our Celebrate North Wales events is the 150th Anniversary Parade on September 14, 2019. The Parade will begin at 1 PM and march down Main Street.*

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*Featured participants include the world famous Philadelphia Mummers Ferko String Band, Reilly Raiders Drum and Bugle Corps, and the Mackay Pipe Band. The parade will also include horses, decorated floats, classic/antique cars, military reenactors and more.*

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*Register to enter @ **NORTHWALES150.ORG***





## NORTH WALES BOROUGH 150<sup>TH</sup> ANNIVERSARY PARADE

### SEPTEMBER 14, 2019

### PARADE REGISTRATION INFORMATION

The North Wales 150<sup>th</sup> Anniversary Events Committee is pleased to announce an anniversary parade to be held on Saturday, September 14, 2019. The event will start at 1:00 pm. The parade will proceed rain or shine.

The route will start on East Prospect Avenue and proceed to Main Street, where it will continue for an enjoyable  $\frac{3}{4}$  mile march, all downhill.

The parade will not be a judged event; however, a Review Stand will be located on Main Street and Shearer Street. At this point each group will be announced as they are passing by.

Information on parade day sign in, marshalling sign in, and step off time will be emailed to you the week prior to the event.

REGISTRATION DEADLINE IS AUGUST 29, 2019!  
Please email questions to [northwalesparade@gmail.com](mailto:northwalesparade@gmail.com)  
or call Robert Vincent 215-661-9611

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### PARADE PARTICIPANTS RULES AND REGULATIONS

The North Wales 150<sup>th</sup> Anniversary Parade is a unique opportunity to participate in a community event, as citizens, visitors and parade contributors. Enjoy floats, marching bands and community associations as they show their spirit with the theme "Celebrate North Wales, 150 Years!"

Staging begins at 12 noon and the parade begins at 1:00 pm.

1. Alcohol onboard any participating vehicle or float or in possession of any participant is strictly prohibited. Any violation of this policy will result in immediate ejection from parade and any legal ramifications deemed appropriate by law enforcement personnel.
2. No swerving of floats or motorized vehicles. Stay in center of the parade route.
3. Riders on floats or vehicles cannot get on and off during the parade at any time, nor can floats or vehicles be stopped along the route.
4. Walkers alongside vehicles must walk at least 10 feet from the side of the vehicle.
5. Use of fire or open flames is not allowed.
6. No water spraying is allowed.
7. All wheels of motorized vehicles must keep in contact with the ground at all times. Anyone doing wheelies will be pulled from the parade immediately.
8. No one will be allowed to ride on the hood or roof of any vehicle.
9. No political campaigning is allowed on entries in the parade.

10. This will not be a judged event.
11. For the safety of parade spectators, participants walking alongside of their entry may distribute items. When distributing candy, we encourage candy throwers to walk alongside their parade entry to ensure that children do not get underfoot of moving vehicles when fetching candy.
12. Walking participants should be at least 6 years old or accompanied by an adult and be able to walk 1 mile.
13. No unauthorized entry will be allowed on the parade route.
14. Parade officials walking along the parade route will assist entries to maintain proper spacing. Entries are required to follow directions given by these officials. Entries that fail to follow this rule may be removed from the parade.
15. Participating animals must be noted on registration form. Participating animals must be on a lead of some type and under handler's control at all times. Animal deemed out of handler's control at any time by parade officials will be removed from parade route.
16. Animal owners/handlers are responsible for harm done by their animal to any participants and/or spectators in or at the parade.
17. Any animal group participating in the parade must have a clean-up crew to remove animal waste.
18. All participants will conduct themselves and operate their vehicles in a safe manner at all times. Parade participants must comply with all parade rules and instruction given to them by parade officials. Failure to comply with parade rules will result in the entry being immediately removed from the parade.
19. All traffic laws set forth in Pennsylvania are still applicable during the parade including those regarding, but not limited to, driver's license, insurance, and seat belt requirements.
20. The North Wales 150<sup>th</sup> Anniversary Committee retains the right to change these rules at any time deemed necessary to conform to the intent and guidelines set forth.
21. Entry applications will not be accepted when the 150<sup>th</sup> Anniversary Committee determines an entry to be controversial, unlawful, or inconsistent with the standards and the purposes of the 150<sup>th</sup> Anniversary Parade.
22. At any time after acceptance an entry may not be allowed to participate in the parade if it deviates from the original application or violates any parade rule.
23. As a condition of participation, participants agree that the North Wales 150<sup>th</sup> Anniversary Committee does not assume responsibility for any injury or harm and agrees to indemnify the North Wales 150<sup>th</sup> Anniversary Committee, its officers, volunteers and agents from all claims, liabilities, damages and losses arising, directly or indirectly, out of participants involvement in the parade.



# NORTH WALES BOROUGH 150<sup>TH</sup> ANNIVERSARY PARADE

## SEPTEMBER 14, 2019

### PARADE REGISTRATION FORM

Please read the Rules and Regulation Form. Complete this Parade Registration Form and the Participant Liability Waiver Agreement Form.

Email the completed forms to [northwalesparade@gmail.com](mailto:northwalesparade@gmail.com) ,  
or mail the form to Robert Vincent, 310 Pennsylvania Ave, North Wales, PA 19454.

Organization:  
Address:

Contact Name:  
Phone:  
Email Address:

Parade Day Contact Name:  
Parade Day Contact Cell:

It is important that we know the type of Vehicle(s) you are entering in the parade so that adequate space can be provided.
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☐ Equestrian: Clean-up crew must be provided for horses.  
Number of horses:  
Number of walkers:  
Number of vehicles:

☐ Marching Bands:  
Number of band members:  
Number of walkers:  
Number of vehicles:

Organizational Groups:  
☐ Talent ☐ Youth ☐ Scout ☐ Sports ☐ Veterans  
Number of members:  
Number of walkers:  
Number of animals:  
Number of vehicles:

Vehicles:  
☐ Large/Full size pick-up truck.... ☐ With Float attached  
☐ Small size pick-up truck..... ☐ With Float attached  
☐ Tractor..... ☐ Trailer/Flatbed  
☐ Antique Vehicles..... Type of Vehicle:  
Number of members:  
Number of walkers:



☐Emergency Services:

Number of vehicles:

Total linear size:

Please let us know additional information that may helpful for parade day:

## PARTICIPANT LIABILITY WAIVER AGREEMENT

In consideration of your accepting my entry, and as a condition of being a participant of the parade, I agree on behalf of myself, my child and all participants of my entry, my heirs, executors and administrators, to assume full responsibility for my conduct and the conduct and activities of our entry and to indemnify and hold North Wales Borough and the 150<sup>th</sup> Anniversary Committee harmless from any waiver and release any and all rights and claims for damages I, my child, or entry participants may have against North Wales Borough, its 150<sup>th</sup> Anniversary Committee Officers or members, successors and assigns for any and all injuries suffered by myself or my child or entry participants which may result from our participation in this activity. I have read in its entirety the rules and regulations for participating in the North Wales 150<sup>th</sup> Anniversary Parade and agree to accept full responsibility for the compliance of the entry and all participants associated therewith, and for any liability inherent with this entry's participant in the North Wales 150<sup>th</sup> Anniversary Parade. I understand that if I fail to comply with all the guidelines and rules for participation that my entry will be removed from the parade lineup.

We hereby irrevocably grant North Wales Borough and its 150<sup>th</sup> Anniversary Committee the exclusive right to use in any media our name, likeness, photos or reproductions of our performance for any purpose, including, but not limited to, advertising and such other actions.

Name of group or participant:

Authorized Representative:

Print name:

Signature:

Date:

Email or mail the completed Parade Registration Form and  
Participant Liability Waiver Agreement Form to  
[northwalesparade@gmail.com](mailto:northwalesparade@gmail.com) ,

or mail the form to Robert Vincent, 310 Pennsylvania Ave, North Wales, PA 19454.

REGISTRATION DEADLINE IS AUGUST 29, 2019!  
Please email questions to [northwalesparade@gmail.com](mailto:northwalesparade@gmail.com)