UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
NOVEMBER 18, 2021 MEETING ~ 7:30 PM

AGENDA

1. Meeting Called to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Meeting Minutes: August 19, 2021 – Business Meeting
   September 23, 2021 – Business Meeting

5. Chairman's Comments:

6. New Business:

   A. Proclamation Recognizing Swedeland Volunteer Fire Company on their 100th Anniversary

   B. Consent Agenda re:

      1. Resolution 2021-29 re: Reducing Police Officers' Contributions to the Police Pension Plan for the Year 2022 to 4%.

      2. Resolution 2021-30 re: Authorization to Sign PennDOT Traffic Signal Maintenance Agreement.

      3. Citizen Board Resignations:
         a. Maria Mengel from the Zoning Hearing Board
         b. Edward Veneziale from the Sanitary & Stormwater Authority

      4. Memorandum of Understanding with the King of Prussia Mall for 2022 Police Services – Consideration of a Memorandum of Understanding with the King of Prussia Mall for the payment and reimbursement of costs for additional police coverage at the Mall Complex for the year 2022.

      5. Change Order No. 1 to James Kenney Excavating & Paving, Inc. in the amount of $28,183.50 for work done on the Crow Creek Trail Project.

      6. Crow Creek Trail Project Contract Payment # 12 in the amount of $67,050.00 to Kenney Excavating for work to date on the Crow Creek Trail Project.

      7. Financial Escrow Security Release No.10, 900 River Road LLC, 900 River Road – Approval of Escrow Release No.11 to 900 River Road LLC in the amount of $1,330,615 for the completion of required site improvements to date as part of the warehouse development project as recommended by the Township Engineer.

8. Financial Escrow Security Release No. 1, (Final) King of Prussia Acquisition, LLC., 750 Moore Road– Approval of Escrow Release No.1 to King of Prussia Acquisition, LLC in the amount of $2,811,947.33 for the completion of required site improvements to date as part of the apartment complex development as recommended by the Township Engineer and $140, 597.37 for the extra inspection escrow.

9. Park ADA Improvement Project Contract Payment No. 3 (Final) to JNS Paving and Excavating Corp. in the amount of $7,583.71 for the ADA Improvements at Bob White and Swedeland Parks.

10. Memorandum of Understanding with the Upper Merion Sanitary and Stormwater Authority regarding the Determination of Roles and Responsibilities for Stormwater related activities within the Township.

11. Business Associate Agreement with The Good Fellowship Club of Chester County, Inc – Approval of a proposed agreement with The Good Fellowship Club of Chester County, Inc for the Upper Merion Fire and EMS Department's participation in the Fellowship Clubs emergency medicine and advanced life support education and training program.

12. Authorization for the Township Manager to sign Settlement Stipulation for 139 E. DeKalb Pike for an underpayment in taxes for tax years 2014 through 2021 in the amount of $12,421.19.

13. Resolution 2021-31 re: Authorize Supplemental Agreement with PennDOT for Winter Traffic Services.

C. Appointment of Township Solicitor/Legal Services.

D. Posting of the 2022 Budget.

7. Accounts Payable & Payrolls.

8. Additional Business.

9. Adjournment.

In order to comply with the Governor's Order and Social Distancing recommendations, the Board of Supervisors will limit in-person attendance at the meeting. As an alternate to in-person attendance, the Board of Supervisors has established the use of the MyUMT Communications App on the Township's website, www.umtownship .org to accommodate virtual public participation in the meeting. The meeting will be broadcast on Comcast Channel 22 and Verizon Channel 33, and streamed live on the Township's website. Residents can register and use the MyUMT App or call in via telephone to (484) 636- 3930 to submit questions and comments during the meeting. For more information regarding participation options, please check the Township website.

In-person Meeting Guidance
All individuals attending a Township meeting shall be required to comply with all CDC & PA Dept of Health COVID-19 Guidelines.

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
AUGUST 19, 2021

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, August 19, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:41 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Bill Jenaway, Carole Kenney, Greg Waks and Tina Garzillo. Absent was Supervisor Greg Philips. Also present were: Anthony Hamaday, Township Manager; Joseph McGrory, Esq., Township Solicitor and Leanna Colubriale, Township Engineer.

MEETING MINUTES:

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve the minutes from June 17, 2021 and July 15, 2021 as presented. None opposed. Motion passed 4-0.

CHAIRMAN'S COMMENTS:

Chairman Jenaway announced an Upper Merion Foundation meeting prior to this business meeting. He also noted that an Executive Session was held to discuss personnel and litigation. Chairman Jenaway commented on last weeks' devastating storm and the impact it had on Upper Merion Township and the entire region. He noted that there were 11 water rescues. The Matsunk Wastewater Plant lost power. The Public Works Department along with the Park & Recreation Department will continue with clean-up of many township roadways and parks that were damaged due to the storm. If residents have issues please contact the township and they will respond in a timely manner.

NEW BUSINESS

PRESENTATION OF PSATS COMMUNICATION AWARD TO UPPER MERION TOWNSHIP

David Sanko, Executive Director of PSATS was present to award the PSATS Communication Award to Upper Merion Township. It was noted that this was the 3rd time in 4 years that the award went to Upper Merion. Congratulations and praise to the PIO Staff and the Media Advisory Board on this prestigious honor.

CONDITIONAL USE HEARING (CONTINUED) – MANCILL MILL ROAD COMPANY, 850 MANCILL MILL ROAD. APPLICATION OF THE MANCILL MILL ROAD COMPANY, 850 MANCILL MILL ROAD SEEKING CONDITIONAL USE APPROVAL, PRUSUANT TO SECTION 165-135, USE REGULATIONS, OF THE TOWNSHIP CODE TO PERMIT A RESIDENTIAL-ORIENTED DEVELOPMENT (ROD) TO BE LOCATED ON THE SM-1 ZONED PROPERTY.

Solicitor McGrory opened the conditional use hearing at 7:50 pm. The applicant's attorney, Skip Brion was present. He asked to have three exhibits introduced and entered into the record. They are as follows: plan with the emergency access through the sewer authority, the overall site plan showing the emergency access at the Valley Forge Towers, and the agreement stating that the applicant agrees to pave the access and make it accessible for emergency service vehicles to use it. At this time hearing and seeing no public comment, Solicitor McGrory closed the hearing.

Board Comment:

Vice Chairman Kenney commented that in order to emphasize how strongly she feels about the safety issue of not having a secondary access, she will not be voting in favor of this conditional use.

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Garzillo, to approve the conditional use agreement subject to ultimate land development submission. Ms. Kenney opposed the plan. Motion approved 3-1.

CONSENT AGENDA

1. UMT Fire Station 56HQ Mechanical Contract Payment # 9 in the amount of $9,900.00 to A-Duct Mechanical for work to date on the Fire Station.

2. UMT Fire Station 56HQ Elevator Contract Payment # 5 in the amount of $7,362.00 to F.W. Houder, Inc for work to date on the Fire Station.

3. 2021 Township Road Program Bid Award – To award the 2021 Road Program Bid to Glasgow, Inc. of Glenside, PA, in the amount of $968,547.00 being the lowest responsible bidder and authorizing the proper Township Officials to sign all Contract Agreements.

4. Schuylkill River Trail Phase 2 Bid Award – To award the Schuylkill River Trail Phase 2 Bid to James R. Kenney Excavating of Collegeville, PA in the amount of $583,650.00 being the only responsible bidder and authorizing the proper Township Officials to sign all Contract Agreements.

5. Resolution 2021-23 Authorization to sign the PennDOT Cooperative Agreement – 422 CCTV Equipment Installation equipment on Township traffic signals as part of the State's 422 Improvement Project.

6. Crow Creek Trail Project - 30-day Substantial Completion Date Extension. Approval of a 30-day contract completion extension to James Kenney Excavating & Paving due to material delivery delays from the Redi-Rock retaining wall block and TAPCO flashing beacon suppliers.

7. ADA Park Improvement Project Contract Payment #1 -Bob White & Swedeland Parks, in the amount of $63,964.84 to JNS Paving & Excavating Corporation for ADA Improvements to date at Bob White and Swedeland Parks.

8. Resignation of Carol Ryan from the Environmental Advisory Council.

9. Resignation of Ashley Nguyen from the Student Position of the Environmental Advisory Council.

10. Crow Creek Trail Project Contract Payment # 9 in the amount of $159,850.00 to Kenney Excavating for work to date on the Crow Creek Trail Project.

11. SEPTA KOP Rail Project Professional Services Reimbursement Agreement. Approval of an agreement with SEPTA for reimbursement to Upper Merion Township for Professional Services/Information Assistance associated with the portion of the KOP Rail Extension Project within the Township.

12. Financial Escrow Security Release No. 4, Losty Subdivision, 231 Matsonford Road– Approval of Escrow Release No. 4 to James Losty in the amount of $130,632.00 for the completion of required site improvements to date as part of the subdivision as recommended by the Township Engineer.

13. Financial Escrow Security Release No. 7, 900 River Road LLC, 900 River Road – Approval of Escrow Release No.7 to 900 River Road LLC in the amount of $46,345.00 for the completion of required site improvements to date as part of the warehouse development project as recommended by the Township Engineer.

14. Financial Escrow Security Release No. 1, Stonebridge At Upper Merion Subdivision, Dekalb Pike– Approval of Escrow Release No. 1 to Toll Mid-Atlantic LP., in the amount of $274,736.50 for the completion of required site improvements to date as part of the subdivision as recommended by the Township Engineer.

15. Police Firing Range Soil Remediation Contract Change Order #1. Approval of change Order No. 1 requested by S.J. Thomas Co. in the amount of $13,639.06 for the increase in quantity of excavated and screened soil.

16. Authorization to Advertise a Request for Qualifications for Township Solicitor/Legal Services for the Township due to the pending retirement of Township Solicitor Joseph McGrory.

17. Authorization to advertise the Bid for Phase 2 of the First Avenue Linear Park Project.

18. Authorization to discuss with the Borough of West Conshohocken local transportation issues that affect both municipalities.

19. Township Building EV Charging Station Upgrade Contract. To approve a contract with Chargepoint, Inc. in the amount of $22,327.20 for the upgrade of the existing EV Charging stations at the Township to dual output charging units.

20. Approve Citizen Board appointment for the Environmental Advisory Council Student Position.

Board Action:

It was moved by Ms. Kenney, seconded by Mrs. Garzillo, all voting “Aye” to approve the Consent Agenda as presented. None opposed. Motion approved 4-0.

ACCEPTANCE OF RIGHT-OF-WAY – FUTURE PRINCE FREDERICK BLVD. ACCEPTANCE OF A GRANT OF RIGHT-OF-WAY FROM MONTGOMERY COUNTY, THROUGH A PORTION OF COUNTY PROPERTY ADJACENT TO RT. 202 CONTAINING THE CHESTER VALLEY TRAIL EXTENSION, TO PERMIT THE IMPROVEMENT AND USE OF THE PROPERTY FOR THE FUTURE PRINCE FREDERICK BOULEVARD.

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting “Aye” to accept the Right-of-Way for the future Prince Frederick Boulevard. None opposed. Motion approved 4-0.

RESOLUTION 2021-22 – PRELIMINARY/FINAL DEVELOPMENT PLAN – JP MORGAN CHASE BANK. 677 W. DEKALB PIKE. CONSIDERATION OF A PRELIMINARY/FINAL LAND DEVELOPMENT PLAN FOR JM REAL ESTATE HOLDINGS, PREPARED BY THE CORE STATES GROUP, DATED MARCH 2, 2021, LAST REVISED JUNE 30, 2021 FOR THE DEMOLITION OF THE EXISTING 19,820 SF BUILDING AND THE CONSTRUCTION OF A NEW BANK, COMMERCIAL BUILDING AND ASSOCIATED SITE IMPROVEMENTS. (CL COMMERCIAL LIMITED, 1.03 ACRES).

Mr. Hamaday noted that the Board has seen this plan previously on several occasions. He stated that the Board had some concerns with regard to site circulation, the unknown retail building, and the close proximity of the drive-up ATM at the rear. Also, the board had some concerns over stormwater on the site. Chairman Jenaway emphasized two points – that the board is against funds in lieu of trees and the more concerning one is the storage of stormwater in the open spaces under the blacktop area. There have been multiple sinkholes in this area. The applicant's representative, Tom Newman, Corestates Group Engineering, addressed this issue. He told the Board that they hired a licensed GeoTech Engineer which did several studies on the property. The proposed stormwater system is a lined managed release rate system which means that the liner of the system is impermeable and it will not recharge ground water into the existing system - it will detain it and release it at a slower rate into the outfall system which will help to alleviate downstream flooding. This system has been reviewed and approved by Montgomery County Conservation District in accordance with NPDES permitting. It was also noted by Mr. Newman that this system is sized to capture and hold the amount of rain in a 100-year storm.

Mr. Waks suggested a 30-day extension to clean up the stormwater concerns and the requested waivers.

David Falcone, Saul Ewing stated that the proposed stormwater system will be an improvement to what currently exists on the site.

Board Action:

It is moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to accept the 30-day extension from JM Real Estate Holdings/Corestates Group for the proposed plan presented. None opposed. Motion passed 4-0.

RESOLUTION 2021-24 – PRELIMINARY/FINAL DEVELOPMENT PLAN – QUERCUS PROPERTIES (JM WARD & COMPANY), EAST CHURCH ROAD. CONSIDERATION OF A PRELIMINARY/FINAL LAND DEVELOPMENT PLAN FOR JM WARD & CO, PREPARED BY WOODROW & ASSOCIATES, DATED FEBRUARY 16, 2021, FOR THE CONSTRUCTION OF A 44' X 78' POLE BARN ON THE LI ZONED 1.13 ACRE PARCEL.

Board Action:

It is moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve Resolution 2021-24 for the pole barn on East Church Road. None opposed. Motion passed 4-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Mrs. Garzillo, seconded by Mrs. Kenney, all voting "Aye" to approve the Accounts Payables for invoices processed from July 8 to August 11, 2021 and Payrolls dated July 9, 2021 and July 23, 2021 for a total of $4,074,841.76. None opposed. Motion approved 4-0.

ADDITIONAL BUSINESS:

Board Comments:

Chairman Jenaway announced that the County has begun establishing guidelines for county owned buildings with regards to a mask policy when you are inside. The Board is currently reviewing with staff, particularly with regards to the library, community center and the township building to determine an appropriate mask policy. A mask policy will most likely go into effect within the next two weeks.

Chairman Jenaway emphasized to all residents the importance for safety with regards to fireworks.

Supervisor Waks noted the upcoming Jewish holidays Rosh Hashanah and Yom Kipper. He also commented on the second round of BCA funding. These recipients will be announced at the September Business Meeting. Lastly, he stated that at the Upper Merion Community Fair you will be able to buy beer steins. The proceeds go the Upper Merion Township Foundation to help residents in need.

Vice Chairman Kenney announced that the Community Cupboard is running low on supplies so if you can donate some items to the cupboard that would be very helpful. She also noted that due to the recent storm the Gateway Shopping Center was flooded and closed. Flooding is not only an Upper Merion Township problem but a regional problem and thus the emphasis on stormwater management in all future new and re-development in the Township.

Supervisor Garzillo announced the Community Fair is scheduled for October 2, 2021 beginning at 3:00 pm – 8:00 pm – at which time the fireworks will go off. She also mentioned the Fall Festival at Nor-View Farms. The Fall Festival runs all Saturdays and Sundays during the month of October.

Resident Comments:

Mr. Robert Fredericks, 515 Springbrook Lane addressed the Board. He stated that he is a member of the Board of Directors of Springbrook Homeowners Association. He explained that he and his neighbors suffered thousands of dollars of damage from yesterday's storm. He noted that he came before the board last year asking for help from the Township. Tonight, he is asking the Township to come up with a solution to control the stormwater problems of the township. He wants progress from the Board.

Chairman Jenaway asked Vice Chair Kenney to reach out to Mr. Fredericks and explain more about what the Township is doing with regards to stormwater.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Mr. Waks, seconded by Mrs. Garzillo, all voting "Aye" to adjourn the meeting at 9:01 PM. None opposed. Motion approved 4-0. Adjournment occurred.

_____
ANTHONY HAMADAY
TOWNSHIP MANAGER

cd
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
SEPTEMBER 23, 2021

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, September 23, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:30 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Bill Jenaway, Carole Kenney, Greg Waks, Greg Philips, and Tina Garzillo. Also present were: Anthony Hamaday, Township Manager; Bernadette Kearney, Esq., Solicitor's Office and Leanna Colubriale, Township Engineer.

MEETING MINUTES: None

CHAIRMAN'S COMMENTS:

Chairman Jenaway complimented the township's staff – particularly Public Works and the Public Safety Departments for the amazing job they did during and after Hurricane Ida. These men and women spent hour after hour assisting residents in need, particularly in the Borough of Bridgeport, which got hit much harder than Upper Merion Township. Chairman Jenaway spoke about the many water rescues during the storm and even into the next day. He reiterated his point about not driving through standing water. The danger of trying to drive through water is not worth the risk. Chairman Waks also commented on the storm and the impact it had on Upper Merion Township and the entire region. He thanked the township residents who donated to the relief efforts and particularly to the Upper Merion Community Cupboard helping out those in need. The Upper Merion Township Foundation just made a $6,000.00 donation to the Cupboard which will help them continue their quest to help the needy and all who suffered during this latest storm.

NEW BUSINESS

PRESENTATION OF $5000 CHECK FROM UGI CORPORATION TO THE UPPER MERION TOWNSHIP FOUNDATION

Former Supervisor and UGI Executive Erika Spott presented a $5000 check to the Upper Merion Township Foundation. She explained that UGI has been a corporate citizen in Upper Merion since 1974. UGI has a reputation for helping communities. For more than 100 years they have delivered heating and energy to homes, making sure residents have heat and hot water. When the Township's donation request came to UGI Ms. Spott stated that it was a very easy decision. She noted that the Foundation has done a wonderful job helping with the relief efforts and we hope that this donation will replenish some of the funds so they can continue to help others in need. Ms. Spott appealed to the other corporate citizens of Upper Merion to follow UGI's lead and to be good corporate citizens, contribute to the Township Foundation, and serve the communities that enable them to have economic success here in Upper Merion.

PRESENTATION OF THE SHADE TREE BEAUTIFICATION AWARDS

Supervisor Tina Garzillo, Staff Liason and Barley Van Clief, Vice Chairman of the Shade Tree & Beautification Commission were on hand to announce this year winners. The 2021 Shade Tree Awards were presented to the following:

Residential Front Yard:

Robert & Janet Smith	636 Brookwood Road
Noel & Charles Sofia	378 S. Warner Road
John & Loretta Widmaier	760 Hilltop Circle
Robert Daniels	188 Ross Road
Steve Geckle/Tricia Klusman	161 Cambridge Road
Angelo Deluca	104 Hawthorn Road
Ralph & Joan Palumbo	143 Crossfield Road
Michael & Annette Andre	726 Hidden Valley Road
David & Sandra Hamburg	222 Westfall Avenue
Stephen & Jennifer Moore	1130 Lafayette Road
Robert & Elizabeth Dilella	627 Crestwyck Drive

Backyard Winner:

Mark Delowery & Jack Dembow	147 Hughes Road

Distinguished Tree:

James Dietz	Peace Lutheran Church

Commercial:

First Quality	601 Allendale Road
Wegman's	1 Village Drive

Barley explained the process of the how these awards work. A video produced by Jeff Vernitsky, Public Information Office was showed to all. Beautiful landscapes benefit the entire community. Congratulations to all the winners.

BOARD OF COMMUNITY ASSISTANCE – ANNOUNCEMENT OF 2ND ROUND GRANT RECOMMENDATIONS

Mr. Brett Montich, Chairman of the Board of Community Assistance announced the 2nd round of grant recommendations. Tonight, on behalf of the BCA, he made the recommendations to the Board of Supervisors. Mr. Montich explained that the BCA was established in 2013 and it is a partnership between Valley Forge Casino and Upper Merion Township. The Board of Community Assistance gives grants to non-profits and scholarships for Upper Merion High School Seniors. At the end of the first round of grants the BCA had roughly $50,314.00. They decided to open up a second round of applications for non-profits. He praised the Valley Forge Casino for stepping up to the plate and providing the BCA with additional funds to distribute. They, along with many businesses in the Township were hit hard by the pandemic and we offer a heartfelt thank you to them for their generosity.

Mr. Montich stated they had 29 applications and they are recommending 17 grants be awarded for $50,314.00. Grants were awarded to the following organizations: UM Girl Scout Troop 7940, UM Tree Tenders, UMT MLK Committee, Wayne Woods Garden Club, Literacy Council, UM Spring, UMT Library, West End Civic Association, Mitzvah Circle Foundation, Nor-View Farm, Quest Therapeutic Services, UM Music Boosters, Victim Services of Montco, UM Senior Service Center, UM Shade Tree Commission, McKaig Nature Center, and the UM Area Cupboard. The grant to the Cupboard ($18,000) is the largest grant ever given by the BCA. The BCA felt that this large grant was more than appropriate due to the flooding in Bridgeport from Hurricane Ida. This grant helps in the lodging, transportation, fuel, and personal support for the residents impacted by this hurricane.

Board Actions:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting “Aye” to approve the BCA 2nd Round Grant Applications as presented. None opposed. Motion approved 5-0.

CONSENT AGENDA

1. Motion to approve the Budget Guidelines for the 2022 Operating and Capital Budgets.
2. Presentation and acceptance of the Township’s 2022 Financial Requirements and Minimum Municipal Obligation (MMO) in the amount of $1,305,460 for the Police and $696,000 for the Non-Uniform Pension Plans.
3. Resignation of Brittany Grala from the Environmental Advisory Council
4. Resignation of Ben Eyer from the student position of the Community Center Advisory Board
5. Resignation of Michael Cusack from the Media Communications Advisory Board
6. Authorize Two Citizen Board Appointments to the Park & Recreation Board – Michael Cusack and Holly Meade
7. Financial Escrow Security Release No. 8, 900 River Road LLC, 900 River Road – Approval of Escrow Release No. 8 to 900 River Road LLC in the amount of $96,480.10 for the completion of required site improvements to date as part of the warehouse development project as recommended by the Township Engineer.
8. Financial Escrow Security Release No.1, Horizon Drive Group, LP, 3700 Horizon Drive – Approval of Escrow Release No.1 to Horizon Drive Group, LP in the amount of $579,103.63 for the completion of required site improvements to date as part of the building expansion project as recommended by the Township Engineer.
9. Crow Creek Trail Project Contract Payment # 10 in the amount of $159,850.00 to Kenney Excavating for work to date on the Crow Creek Trail Project.
10. Resolution 2021-25 – PECO Green Region Grant Application – Crow Creek Trail Plantings and Scenic Overlooks. Authorization to submit a PECO Green Region Grant application for the installation of Trail plantings and the creation of scenic overlooks along the Crow Creek Trail.
11. Approve Land Development Review Extension Letter for JP Morgan Chase Bank. 677 W. DeKalb Pike until October 14, 2021.

Board Actions:

Motion was made by Mrs. Kenney, seconded by Mr. Waks, all voting “Aye” to add the appointment of Theresa Landewe to the Environmental Advisory Council. None opposed. Motion approved 5-0.

It was moved by Ms. Kenney, seconded by Mrs. Garzillo, all voting “Aye” to approve the Consent Agenda as presented. None opposed. Motion approved 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve the Accounts Payables for invoices processed from August 12, 2021 through September 15, 2021 and Payrolls dated August 6, 2021 and August 20, 2021 for a total of $3,462,692.42. None opposed. Motion approved 5-0.

ADDITIONAL BUSINESS:

Chairman Jenaway announced the 2021 Police National Night Out. This event will take place on Tuesday, October 5, 2021 from 4:30 to 6:30 pm. at the Sweetbriar Shopping Center on West Beidler Road. This is a rain or shine event. The Upper Merion Police Officers will be joined by the Public Service Partners from Upper Merion Township Fire & EMS and several vendors will also be present with food, ice cream, and other treats.

Chairman Jenaway also announced the Sound the Alarm Campaign. On a Saturday each month in August, September, and October the members of the Fire & EMS crews will walk sections of the township and distribute and install smoke detectors in residences at no charge.

Vice Chair Kenney acknowledged Brittany Grala, former member of the Environmental Advisory Council. Brittany has been on that board for several years and has done a tremendous job. She will be missed.

Ms. Kenney asked residents to check their stormwater grates in front of their properties and make sure they are free of leaves and debris.

Supervisor Garzillo reported on the following items: October events are the Community Fall and Festival on Saturday, October 2nd at Heuser Park. The event will begin at 3:00 pm followed by fireworks at dusk. The Halloween and Harvest Decorating Contest that Park & Recreation is doing again this year. The deadline to register your home is October 2nd. Winners will be recognized by a yard sign that will be placed before Halloween and will also be on the township website and social media. The Farmers' Market will be holding their annual Spootacular and Barktober Fest on October 30th at the Township Building. Supervisor Garzillo also mentioned the Farmers' Market Chili Cookoff between 10:00 to 12:00 pm. on November 6th.

Chairman Jenaway announced that the Board would be going into an Executive Session at the end of this meeting to discuss a personnel matter.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Mr. Philips, seconded by Mrs. Kenney, all voting "Aye" to adjourn the meeting at 8:31 PM. None opposed. Motion approved 5-0. Adjournment occurred.

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ANTHONY HAMADAY
TOWNSHIP MANAGER

cd
Minutes Approved:
Minutes Entered:

PROCLAMATION

WHEREAS, in 1919 the Alan Wood Steel Company expanded its facility in the Village of Swedeland of Upper Merion Township which included various types of housing for its employees. For some time, residents expressed the need for a fire company to service the expanding community. On August 13, 1919, the Bridgeport Fire Company donated a horse-drawn fire engine to the community.

WHEREAS, in 1920 a fire damaged several buildings in Swedeland, and the need for the fire company was pressed by the residents.

WHEREAS, on November 24, 1920, the Swedeland Volunteer Fire Company No. 1 was organized. The Alan Wood Steel Company donated the land, the bricks to build the fire station along with three thousand feet of fire hose to start the building of a fire station and to support the community.

WHEREAS, in 1923, the Swedeland Volunteer Fire Company No. 1 purchased the first motorized apparatus which was an American LaFrance fire engine. At that time, Swedeland was Upper Merion Township's most heavily populated area.

WHEREAS, the Swedeland Volunteer Fire Company No. 1 was the first volunteer fire company within Upper Merion Township and the volunteer members have been recognized for their professional development for meeting National training standards and certification.

WHEREAS, the Swedeland Volunteer Fire Company responds to emergencies throughout the Upper Merion Township and surrounding communities.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of Upper Merion Township congratulates the ***Swedeland Volunteer Fire Company No. 1*** on ***its 100th Anniversary*** of dedicated and unselfish service to the community.

PROCLAIMED this ***8th*** day of ***November 2021,*** by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

ANTHONY T. HAMADAY
TOWNSHIP MANAGER

WILLIAM JENAWAY, Ph.D
CHAIRPERSON

RESOLUTION NO. 2021-29
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PA

A RESOLUTION REDUCING POLICE OFFICERS' CONTRIBUTIONS TO THE POLICE PENSION PLAN FOR THE YEAR 2022

WHEREAS, Act 600 previously provided for the elimination/reduction of members' contributions if certain criteria were met, and;

WHEREAS, Act 30 amended Act 600 by eliminating certain criteria for the elimination/reduction of contributions, and;

WHEREAS, the only criteria for the elimination/reduction of contributions according to Act 30 is:

> Any reduction or elimination of contributions shall be authorized on an annual basis by resolution or ordinance, and;

WHEREAS, Upper Merion Township has reviewed this amendment and criteria, and unanimously approves the reduction of members' contributions by the Police Pension Plan members to be four (4.00%) for the year 2022.

NOW, THEREFORE, BE IT RESOLVED, that Upper Merion Township does hereby ratify and affirm the reduction of members' contributions to the Police Pension Plan by its members for the year 2022.

RESOLVED, this 18th day of November , 2021 by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

By: _____
ANTHONY T. HAMADAY
TOWNSHIP MANAGER

By: _____
WILLIAM JENAWAY
CHAIRPERSON

RESOLUTION NO. 2021-30

BE IT RESOLVED, by authority of the BOARD OF SUPERVISORS of the UPPER MERION TOWNSHIP, MONTGOMERY County, and it is hereby resolved by authority of the same, that the SUPERVISORS of UPPER MERION TOWNSHIP be authorized and directed to submit the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal Approval either in writing or via electronic signature, to the Department of Transportation and to sign this agreement on behalf of UPPER MERION TOWNSHIP

Attest: UPPER MERION TOWNSHIP

_____ By: _____

Anthony Hamaday Date — Township Manager

William Jenaway Date — Chairman

I, William Jenaway, Chairman

of the Board of Supervisors of Upper Merion Township, do hereby certify that the foregoing is a true and correct copy of the Resolution legally adopted at the meeting held the 18th day of November, 2021.

_____ _____

Date Signature

(SEAL)

711 General Scott Road
King of Prussia, PA 19406
October 22, 2021.

Board of Supervisors
175 W. Valley Forge Road
King of Prussia, PA 19406

Dear Members of the Board of Supervisors:

This is to inform you that I am resigning as a member of the Upper Merion Zoning Hearing Board effective immediately.

Thank you.

Sincerely,

Maria Mengel

Maria Mengel

DRAFT

CHANGE ORDER

No. 1

Project: Crow Creek Trail

1.) DATE OF ISSUANCE: October XX, 2021 EFFECTIVE DATE: October XX, 2021

OWNER: Upper Merion Township

OWNER'S CONTRACT NO.: UMT-01-20

CONTRACTOR: James R. Kenney Excavating & Paving, Inc. ENGINEER: Gilmore & Associates, Inc.

You are directed to make the following changes in the Contract Documents.

Description: The Contract Price is to be adjusted per the attached "Adjustment of Contract Price" dated October XX, 2021.

Reason for Change Order: Refer to attached "Adjustment of Contract Price" dated October XX, 2021 for additional detail.

Attachments: "Adjustment of Contract Price" dated October XX, 2021.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 1,784,350.00	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days
Net changes from previous Change Order No. 0 to 0 $ 0	Net change from previous Change Order No. 0 to 0 0 Days
Contract Price prior to this Change Order $ 1,784,350.00	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days
Net Increase of this Change Order $ 28,183.50	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders $ 1,812,533.50	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days

RECOMMENDED	APPROVED	ACCEPTED
By: Ron A. Bickhart Gilmore & Associates, Inc.	By: _____ Upper Merion Township	By: _____ James R. Kenney Excavating & Paving, Inc.
Date: 10/XX/21	Date: _____	Date: _____

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DRAFT

Title: Adjustment of Contract Price
Date: October XX, 2021
Project: Crow Creek Trail
Owner's Contract No.: UMT-01-20
Owner: Upper Merion Township
Engineer: Gilmore & Associates, Inc.
Engineer's Project No.: 1808014K
Contractor: James R. Kenney Excavating & Paving, Inc.
Date of Contract: TBD

The price for each line item included in this Adjustment of Contract Price shall be adjusted to match the final value as specified in the following descriptions and as tabulated following the descriptions. The line items correspond to those listed on the Contractor's applications for payment.

Deduct Amount for Contract Bid Item Base 2: Stated Allowance

The original value for this line item was $50,000.00. The value of the deduction is $39,177.50, which makes the final value for this line item $10,822.50. The stated allowance was established to provide Township staff flexibility to quickly approve small change orders in order to avoid interfering with construction progress. The reason for the deduction is that only $10,822.50 of the stated allowance was used. The unused remainder is a credit to the Township. The uses of the stated allowance were as follows:

1. Extend existing culvert at Trail Segment 3A, Sta. 1+10, for a price of $4,775.00.
2. Install underdrain for Basin 1F.2 to address groundwater seep, for a price of $3,697.50.
3. Add a gate in the fence around the UMCC pool area, for a price of $2,350.00.

Add Quantities for Contract Bid Item Base 3: Unsuitable Subgrade Materials

This line item is a unit rate pay item. The original quantity for this line item was 200 CY with a unit price of $100/CY, for a total price of $20,000.00. The actual quantities as measured in the field were 1,120.61 CY, for a final price of $112,061.00 for this line item. The value of the price increase is therefore $92,061.00. The reason for the additional cost is that soft/weak subgrade soil conditions were experienced during the project in a greater quantity than anticipated due to the flooded conditions and high soil moisture content, as well as buried trash and debris at certain locations.

Deduct Quantities for Contract Bid Item Base 4: Regulated Soil Materials

This line item is a unit rate pay item. The original quantity for this line item was 300 CY with a unit price of $100/CY, for a total price of $30,000.00. The actual quantities as measured in the field were 0 CY, for a total final price of $0.00. The value of the deduction is therefore $30,000.00. The

119 East Linden Street | Kennett Square, PA 19348
Phone: 610-444-9006 | Fax: 610-444-7292

reason for the deduction is that no regulated/contaminated soil materials were encountered during the project.

Addition Amount for Contract Bid Item 1F.18: Balance of Work

The original value for this line item was $8,000.00. The value of the addition is $15,250.00, which makes the final value for this line item $23,250.00. The reasons for the addition are that scour protection was added at the abutments of the Contech bridge over Crow Creek, an existing corrugated metal storm pipe was relocated that would have been in conflict with the bridge foundation, and an existing level spreader pipe in the southwest area of the UMCC pool area needed to be relocated due to embankment grading for the proposed trail. The costs of these additions were partially offset by a credit for one storm manhole and a length of 36" HPDE storm pipe that did not need to be installed.

Deduct Amount for Contract Bid Item 2B.12: Retaining Walls

The original value for this line item was $52,500.00. The value of the deduction is $20,500.00, which makes the final value for this line item $32,000.00. The reason for the deduction is that one of the proposed retaining walls was able to be eliminated through the use of a graded slope, which resulted in a reduction of construction cost for the project.

Addition Amount for Contract Bid Item 2B.15: Balance of Work

The original value for this line item was $8,500.00. The value of the addition is $10,550.00, which makes the final value for this line item $19,050.00. The reason for the addition is that scour protection was added at the abutments of the Contech bridge over Crow Creek.

Line Item	Original Value	Addition or Deduction	Final Value
Base 2	$50,000.00	-$39,177.50	$10,822.50
Base 3	$20,000.00	$92,061.00	$112,061.00
Base 4	$30,000.00	-$30,000.00	$0.00
1F.18	$8,000.00	$15,250.00	$23,250.00
2B.12	$52,500.00	-$20,500.00	$32,000.00
2B.15	$8,500.00	$10,550.00	$19,050.00
Net Change to Contract Price		**$28,183.50**	

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DRAFT 10/12/21

Construction Adjustment Summary
Crow Creek Trail
Contract UMT-01-02 // G&A Project #18-08014K
Engineer's Opinion of Probable Construction Cost: $3,035,914.25 (includes Contech bridges)
Contractor Low Bid + Bridge Purchase by Township: $1,965,450.00 (includes Contech bridges)

ITEM	SEGMENT	ISSUE	STATUS	COST IMPLICATION
1	1C	A minor permit amendment was submitted to PADEP to relocate trail to preserve existing large trees. The amendment was approved by PADEP.	Approved 04-20-2021	None
2	3A	Timber bridges. Shop drawings for the superstructure of the timber bridges are under review currently. Foundations have been approved and constructed.	Shop Drawings for timber bridge superstructures were reviewed and we are awaiting revisions.	None
3	1F	Sta. 18+69, an undocumented existing level spreader pipe was discovered and needed to be relocated. A drawing for the proposed solution was sent to the Contractor and they responded with their proposed price.	The additional storm sewer piping has been installed.	$7,650.00 Add
4	1F	At south abutment, Contractor did not install MH 1F.2 and some length of pipe. This has resulted in a credit to the Township.	The Township received a credit on Pay App 6	$4,300 Credit
5	1F	An electrical conduit was damaged near the Pavilion and had to be repaired.	The Township Public Works Department made the repair when relocating the line. Refer also to Item #28.	None
6	1F	An undocumented existing pool deck drain pipe was extended due to high velocity discharge when the pool is pumped out. Input was requested from the Township.	The contractor extended the pipe to the nearest new drainage inlet.	None
7	1F	Install new fence gate that the Township requested at the Community Center.	Per the 5/6/21 site meeting, the Township accepted the contractor's price and it was installed.	$2,350.00 Paid from Stated Allowance (i.e. no increase to original contract price)
8	1F	Retaining wall shop drawings have been submitted and square footage of wall will be confirmed.	Shop drawings for the 1F retaining wall have been approved and the size was per design plan.	None
9	1F	Pavement cracking behind UMCC, may be the result of construction traffic. Should continue to monitor.	Based on observations at the site meeting on 5/6/21, the cracking does not appear to be due to the contractor. Unless the pavement condition worsens, no further action is necessary.	None
10	1F	Provide additional scour protection at the Segment 1F bridge abutments.	Scour proteciton has been installed. To be included in overall project change order at completion	$12,000.00 Add
11	1F	Basin 1F.2 excavation encountered a heavy seep and an underdrain was necessary to prevent constantly wet conditions in the basin that would interfere with long term maintenance.	Pipe was installed by Contractor. Payment was from Stated Allowance.	$3,697.50 Paid from Stated Allowance (i.e. no increase to original contract price)
12	1F	The Contractor elected not to install the Keebler Road haul road due to alternate means of constructing the South Bridge.	It was determined that the alternate method was using steel plates for the haul road instead of stone. The plates have since been removed.	None

Updated 10/12/2021 at 11:40 AM

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Construction Adjustment Summary
Crow Creek Trail
Contract UMT-01-02 // G&A Project #18-08014K
Engineer's Opinion of Probable Construction Cost: $3,035,914.25 (includes Contech bridges)
Contractor Low Bid + Bridge Purchase by Township: $1,965,450.00 (includes Contech bridges)

DRAFT 10/12/21

ITEM	SEGMENT	ISSUE	STATUS	COST IMPLICATION
13	1F	Closure pours for precast bridge abutments added by Contech after the project was bid. The closure pours became necessary based on the specific design by the bridge / abutment manufacturer.	Installed by Contractor. Gilmore & Associates gave our opinion to the Contractor that the Township might be responsible for the material cost (concrete and rebar) due to the Costars purchase of the bridge-related materials, but that Contractor is responsible for all installation/labor costs for the bridges per the contract. After that, Contractor never formally requested payment for closure pours.	Possible $7,000.00 Add, but was never formally requested by contractor
14	1F	At the north abutment of the bridge, an 18" undocumented CMP was found to be in conflict with the footer. The Township had no records of this pipe. To avoid disrupting a pipe that may have a purpose, it was rerouted around the abutment. The work had to be done immediately to avoid a delay due to footers being installed immediately.	Contractor re-routed pipe around abutment	$8,500.00 Add
15	1F	Water and electric service lines to pavilion needed to be relocated because they were in an area where the grade was getting lowered for the trail. These lines were not shown on the 2014 plans for UMCC.	As agreed at the site meeting on 5/6/21, the Township Public Works Department relocated the lines in question.	None
15	2B	Retaining wall shop drawings review and square footage confirmation need to be completed	Retaining wall shop drawings have been approved. The wall at Sta. 15+00 was able to be eliminated by using a graded slope w/ narrowing of the trail. A credit to the Township resulted.	$20,500 Credit
16	2B	Sanitary sewer infrastructure protection calculations need to be provided by the Contractor for review by the Sewer Authority	The Authority has approved protection of utilities. No further action needed.	None
17	2B	Provide scour protection at the Segment 2B abutments.	Scour proteciton has been installed. To be included in overall project change order at completion	$14,800.00 Add
18	2B	The property owner of 348 Covered Bridge Road requested a survey of their property. The trail is located slightly on their property within the sewer right-of-way. The boundary survey was completed and it determined that homeowner's fence and deck are on Township property. It is assumed that this topic is now a non-issue.	No additional action anticipated	None
19	2B	Closure pours for precast bridge abutments added by Contech after the project was bid. The closure pours became necessary based on the specific design by the bridge / abutment manufacturer.	Installed by Contractor. Gilmore & Associates gave our opinion to the Contractor that the Township might be responsible for the material cost (concrete and rebar) due to the Costars purchase of the bridge-related materials, but that Contractor is responsible for all installation/labor costs for the bridges per the contract. After that, Contractor never formally requested payment for closure pours.	Possible $7,000.00 Add, but was never formally requested by contractor

Updated 10/12/2021 at 11:40 AM

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DRAFT 10/12/21

Construction Adjustment Summary
Crow Creek Trail
Contract UMT-01-02 // G&A Project #18-08014K
Engineer's Opinion of Probable Construction Cost: $3,035,914.25 (includes Contech bridges)
Contractor Low Bid + Bridge Purchase by Township: $1,965,450.00 (includes Contech bridges)

ITEM	SEGMENT	ISSUE	STATUS	COST IMPLICATION
20	3A	Extend undocumented existing CMP at Sta. 1+10.	Contractor has installed. Payment was from Stated Allowance.	$4,775.00 Paid from Stated Allowance (i.e. no increase to original contract price)
21	3A	Timber bridges. We are awaiting shop drawings for the superstructure of the timber bridges. Foundations have been approved and constructed.	Shop Drawings for timber bridge superstructures were reviewed and we are awaiting revisions.	None
22	3A	Verizon line conflict at location of sidewalk along Henderson Road.	Contractor waiting on Verizon to move	None Anticipated
23	3B	Reinstallation of post and rail fence that was removed. Fence was installed post bidding documents and not on drawings. However, the drawings did not call for fence removal there and no RFI was submitted. The fence should not have been removed.	The Contractor should re-install the fence	None anticipated, this is at Contractor's Expense
24	Many	Township requested bollards to restrict vehicular traffic onto trail at road access point. The contractor submitted a price of $22,000 for eleven bollards.	Per the site meeting on 5/6/21, the Township Public Works Department will install the bollards in question.	None
25	Overall	The PCSM plans need to be recorded as part of NPDES permit. When we go to submit Notice of Termination they are going to need the receipt from recording. This involves the question of ownership of Volpi Commons.	The Township may need to consult with the Solicitor	None
26	Overall	Regulated soil material was included in the contract documents but none has been encountered.	To be accounted for in overall project change order at completion	$30,000.00 credit
27	Overall	Unsuitable subgrade was encountered in several trail segments greater than anticipated in the contract documents due to weather conditions, and in one case due to buried tree waste and trash. The price per cubic yard for removal of unsuitable subgrade material and replacement with stone is $100/CY. The total quantity of unsuitable sugrade replacement as of 8/4/21 is 1,121 CY.	Replacement provided by Contractor as needed to be included in overall project change order at completion	$92,061.00 Add
28	Overall	As of 6/8/21, not all of the stated allowance included in the bid has been used. Any unused stated allowance funds are a credit to the project at the conclusion of the work.	Stated allowance funds currently remain and will be a credit to the project.	$39,177.5 Credit

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 5, 2021

DELIVERED VIA EMAIL

Project No. 1808014K

Dan Russell, Director of Parks and Recreation
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406

RE: Crow Creek Trail – Application for Payment #12

Dear Mr. Russell:

We have reviewed Application for Payment #12 for the Crow Creek Trail project as submitted by James R. Kenney Excavating & Paving, Inc. (see attached).

James R. Kenney Excavating & Paving, Inc. requested payment for a total of $74,500.00 of work completed in the period for Payment Application #12. We are in agreement with the quantities of work as submitted by James R. Kenney Excavating & Paving, Inc. We recommend the payment of $67,050.00 with the remainder being retainage. The Balance to Finish (which includes retainage) is $237,782.35.

The Total Work completed through Payment Application #12 is $1,718,408.50, which corresponds to 96% completion of the total contract.

Please note that soft/weak subgrade soil conditions were experienced during the project in a greater quantity than anticipated due to the flooded conditions and high soil moisture content, as well as buried trash and debris at certain locations. Replacement of unsuitable subgrade material is a unit rate item. Our construction observer has tracked the quantities of unsuitable subgrade replacement performed by the Contractor. The quantity of unsuitable subgrade replacement exceeds the estimated quantity per the bid. Therefore, while a Change Order to adjust the Contract Price is not required immediately since current payments for the project do not exceed the Contract Price, a Change Order to adjust final quantities and cost will be necessary. We have prepared the necessary change order and it is being reviewed by the Contractor currently. Since excavation work for the project is very close to being totally complete, it is anticipated (but not certain) that there will not be any additional costs for unsuitable subgrade replacement for the remainder of the project.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ross A. Bickhart, PE
Project Manager
Gilmore & Associates, Inc.

cc: Anthony Hamaday, Upper Merion Township Manager
Geoff Hickman, Upper Merion Township, Director of Public Works
Christopher D. Burkett, PE, RLA, Gilmore & Associates, Inc.

Contractor's Application for Payment

Owner:	UPPER MERION TOWNSHIP	**Owner's Project No.:**	UMT-01-20
Engineer:	GILMORE & ASSOCIATES, INC.	**Engineer's Project No.:**	1808014K
Contractor:	JAMES R. KENNEY EXCAVATING & PAVING	**Contractor's Project No.:**	
Project:	CROW CREEK TRAIL		
Contract:	CROW CREEK TRAIL		

Application No.: 12 **Application Date:** 11/2/2021

Application Period: **From** 10/1/2021 **to** 10/31/2021

1. Original Contract Price					$ 1,784,350.00
2. Net change by Change Orders					$ -
3. Current Contract Price (Line 1 + Line 2)					$ 1,784,350.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					$ 1,718,408.50
5. Retainage					
a. 10%	X	$ 1,718,408.50	Work Completed =	$ 171,840.85	
b. 10%	X	$ -	Stored Materials =	$ -	
c. Total Retainage (Line 5.a + Line 5.b)					$ 171,840.85
6. Amount eligible to date (Line 4 - Line 5.c)					$ 1,546,567.65
7. Less previous payments (Line 6 from prior application)					$ 1,479,517.65
8. Amount due this application					$ 67,050.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)					$ 237,782.35

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: JAMES R. KENNEY EXCAVATING & PAVING, INC.

Signature: James R K **Date:** 11/2/2021

Recommended by Engineer		**Approved by Owner**	
By:	Ron A. Bichtt	**By:**	
Title:	Project Manager	**Title:**	
Date:	11/05/21	**Date:**	

Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	UPPER MERION TOWNSHIP	**Owner's Project No.:**	UMT-01-20
Engineer:	GILMORE & ASSOCIATES, INC.	**Engineer's Project No.:**	1808014K
Contractor:	JAMES R. KENNEY EXCAVATING & PAVING INC.		
Project:	CROW CREEK TRAIL	**Contractor's Project No.:**	JRK 3B 3A 2B 1F 1A
Contract:	CROW CREEK TRAIL		

Application No.: 12 **Application Period:** From 10/01/21 to 10/31/21 **Application Date:** 11/02/21

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value ($)	Work Completed and Materials Stored (Not in D or E) (From Previous Application) ($)	Work Completed and Materials Stored (Not in D or E) (This Period) ($)	Materials Stored (Not in D or E) (This Period) ($)	Work Completed and Materials Stored to Date (D+E+F) ($)	% (G/C)	Balance to Finish (C-G) ($)
	Original Contract							
3B.1	CLEARING AND GRUBBING AND DEMOLITION	8,500.00	8,500.00	-		8,500.00	100%	-
3B.2	EROSION AND SEDIMENT CONTROL	4,000.00	4,000.00	-		4,000.00	100%	-
3B.3	INFILTRATION BASIN 3B.1	12,000.00	12,000.00	-		12,000.00	100%	-
3B.4	INFILTRATION BASIN 3B.2	11,000.00	11,000.00	-		11,000.00	100%	-
3B.5	STORM SEWER PIPING AND STRUCTURES	9,500.00	9,500.00	-		9,500.00	100%	-
3B.6	EARTHWORK	9,500.00	9,500.00	-		9,500.00	100%	-
3B.7	TRAIL PAVING	34,300.00	34,300.00	-		34,300.00	100%	-
3B.8	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	5,000.00	5,000.00	-		5,000.00	100%	-
3B.9	MAINTENANCE AND PROTECTION OF TRAFFIC	4,500.00	4,500.00	-		4,500.00	100%	-
3B.10	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT	4,000.00	3,600.00	-		3,600.00	90%	400.00
3B.11	UNPAVED GROUND RESTORATION	5,000.00	5,000.00	-		5,000.00	100%	-
3B.12	ABRAMS ROAD (SR3029) CROSSWALK AND CURB RAMPS	12,000.00	10,000.00	-		10,000.00	83%	2,000.00
3B.13	BALANCE OF WORK	6,500.00	6,500.00	-		6,500.00	100%	-
				-				
3A.1	CLEARING AND GRUBBING AND DEMOLITION	11,000.00	11,000.00	-		11,000.00	100%	-
3A.2	EROSION AND SEDIMENT CONTROL	8,500.00	8,500.00	-		8,500.00	100%	-
3A.3	STORM SEWER PIPING AND STRUCTURES	14,000.00	14,000.00	-		14,000.00	100%	-
3A.4	EARTHWORK	12,000.00	12,000.00	-		12,000.00	100%	-
3A.5	TRAIL PAVING	60,000.00	60,000.00	-		60,000.00	100%	-
3A.6	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	8,000.00		-			0%	8,000.00
3A.7	FENCES	5,000.00	5,000.00	-		5,000.00	100%	-
3A.8	MAINENTANCE AND PROTECTION OF TRAFFIC	4,500.00	1,125.00	-		1,125.00	25%	3,375.00
3A.9	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS	7,500.00	7,000.00	-		7,000.00	93%	500.00
3A.10	UNPAVED GROUND RESTORATION	20,000.00	19,000.00	-		19,000.00	95%	1,000.00
3A.11	TIMBER PEDESTRIAN BRIDGE	28,000.00	8,000.00	-		8,000.00	29%	20,000.00
3A.12	BEIDLER ROAD CURB RAMPS	8,000.00		-			0%	8,000.00
3A.13	BALANCE OF WORK	7,500.00	3,750.00	-		3,750.00	50%	3,750.00
				-				
2B.1	CLEARING AND GRUBBING AND DEMOLITION	8,500.00	8,500.00			8,500.00	100%	-
2B.2	EROSION AND SEDIDMENT CONTROL	18,000.00	18,000.00	-		18,000.00	100%	-
2B.3	EARTHWORK	25,000.00	25,000.00	-		25,000.00	100%	-

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	UPPER MERION TOWNSHIP	**Owner's Project No.:**	UMT-01-20
Engineer:	GILMORE & ASSOCIATES, INC.	**Engineer's Project No.:**	1808014K
Contractor:	JAMES R. KENNEY EXCAVATING & PAVING INC.		
Project:	CROW CREEK TRAIL	**Contractor's Project No.:**	JRK 3B 3A 2B 1F 1A
Contract:	CROW CREEK TRAIL		

Application No.: 12 **Application Period:** From 10/01/21 to 10/31/21 **Application Date:** 11/02/21

Item No.	Description	Scheduled Value ($)	Work Completed: From Previous Application ($)	Work Completed: This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored To Date (D + E + F) ($)	% of Scheduled Value (G/C)	Balance to Finish (C - G) ($)
		C	D	E	F	G		H
2B.4	TRAIL PAVING	135,800.00	135,800.00	-		135,800.00	100%	-
2B.5	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	12,000.00	12,000.00	-		12,000.00	100%	-
2B.6	FENCES	5,000.00	5,000.00	-		5,000.00	100%	-
2B.7	MAINTENANCE AND PROTECTION OF TRAFFIC	5,000.00	5,000.00	-		5,000.00	100%	-
2B.8	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS	7,500.00	6,525.00	-		6,525.00	87%	975.00
2B.9	UNPAVED GROUND RESTORATION	18,000.00	14,000.00	4,000.00		18,000.00	100%	-
2B.10	INSTALL STEEL PEDESTRIAN BRIDGE AND PRECAST CONCRETE ABUTMENTS (NORTH BRIDGE)	40,000.00	40,000.00	-		40,000.00	100%	-
2B.11	CONSTRUCTION HAUL ROAD	50,000.00	50,000.00	-		50,000.00	100%	-
2B.12	RETAINING WALLS	52,500.00	32,000.00	-		32,000.00	61%	20,500.00
2B.13	COVERED BRIDGE ROAD ROADWAY AND SIDEWALK IMPROVEMENTS	12,000.00	12,000.00	-		12,000.00	100%	-
2B.14	TEMPORARY STREAM CROSSING	11,000.00	11,000.00	-		11,000.00	100%	-
2B.15	BALANCE OF WORK SOUTH SIDE OF NORTH BRIDGE 30 SY 36" R-7 ($7400) NORTH SIDE OF NORTH BRIDGE 30 SY 36" R-7 ($7400)	8,500.00	19,050.00	-		19,050.00	224%	(10,550.00)
				-				
1F.1	CLEARING AND GRUBBING AND DEMOLITION	18,000.00	18,000.00	-		18,000.00	100%	-
1F.2	EROSION AND SEDIMENT CONTROL	15,000.00	15,000.00	-		15,000.00	100%	-
1F.3	INFILTRATION BED 1F.1	25,000.00	25,000.00	-		25,000.00	100%	-
1F.4	INFILTRATION BED 1F.2	22,000.00	22,000.00	-		22,000.00	100%	-
1F.5	INFILTRATION BED 1F.3	23,000.00	23,000.00	-		23,000.00	100%	-
1F.6	STORM SEWER PIPING AND STRUCTURES	56,000.00	56,000.00	-		56,000.00	100%	-
1F.7	EARTHWORK	17,500.00	17,500.00	-		17,500.00	100%	-
1F.8	TRAIL PAVING	124,150.00	124,150.00	-		124,150.00	100%	-
1F.9	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	15,000.00		15,000.00		15,000.00	100%	-
1F.10	FENCES	7,500.00	7,500.00	-		7,500.00	100%	-
1F.11	MAINTENANCE AND PROTECTION OF TRAFFIC	5,000.00		2,500.00		2,500.00	50%	2,500.00
1F.12	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS	8,550.00	7,775.00	-		7,775.00	91%	775.00
1F.13	UNPAVED GROUND RESTORATION	12,000.00	12,000.00	-		12,000.00	100%	-

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	UPPER MERION TOWNSHIP	**Owner's Project No.:**	UMT-01-20
Engineer:	GILMORE & ASSOCIATES, INC.	**Engineer's Project No.:**	1808014K
Contractor:	JAMES R. KENNEY EXCAVATING & PAVING INC.	**Contractor's Project No.:**	JRK 3B 3A 2B 1F 1A
Project:	CROW CREEK TRAIL		
Contract:	CROW CREEK TRAIL		

Application No.: 12 **Application Period:** From 10/01/21 to 10/31/21 **Application Date:** 11/02/21

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
1F.14	INSTALL STEEL PEDESTRIAN BRIDGE AND PRECAST CONCRETE ABUTMENTS (SOUTH BRIDGE)	40,000.00	40,000.00	-		40,000.00	100%	
1F.15	CONSTRUCTION HAUL ROAD	25,000.00	25,000.00	-		25,000.00	100%	
1F.16	RETAINING WALLS	154,000.00	154,000.00	-		154,000.00	100%	
1F.17	KEEBLER ROAD FLASHING BEACON AND ROADWAY AND SIDEWALK IMPROVEMENTS	90,000.00	30,000.00	50,000.00		80,000.00	89%	10,000.00
1F.18	BALANCE OF WORK PROPOSAL 11-738 & CMP REMOVAL	8,000.00	23,250.00	-		23,250.00	291%	(15,250.00)
	SOUTH SIDE OF SOUTH BRIDGE R-7 ($3600) & NORTH SIDE OF SOUTH BRIDGE R-7 ($8400) REDUCTION $4300 FOR NOT INSTALLING MANHOLE AND ADDITIONAL 36" HDPE.			-				
1A.1	CLEARING AND GRUBBING AND DEMOLITION	18,000.00	18,000.00	-		18,000.00	100%	
1A.2	EROSION AND SEDIMENT CONTROL	12,000.00	12,000.00	-		12,000.00	100%	
1A.3	INFILTRATION BED 1A	45,000.00	45,000.00	-		45,000.00	100%	
1A.4	STORM SEWER PIPING AND STRUCTURES	25,000.00	25,000.00	-		25,000.00	100%	
1A.5	EARTHWORK	12,000.00	12,000.00	-		12,000.00	100%	
1A.6	TRAIL PAVING	96,050.00	96,050.00	-		96,050.00	100%	
1A.7	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	5,000.00	5,000.00	-		5,000.00	100%	
1A.8	FENCES	2,000.00	2,000.00	-		2,000.00	100%	
1A.9	MAINTENANCE AND PROTECTION OF TRAFFIC	2,000.00	2,000.00	-		2,000.00	100%	
1A.10	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT	6,500.00	6,000.00	-		6,000.00	92%	500.00
1A.11	UNPAVED GROUND RESTORATION	7,500.00	4,500.00	3,000.00		7,500.00	100%	
1A.12	TIMBER PEDESTRIAN BRIDGE	28,000.00	8,000.00	-		8,000.00	29%	20,000.00
1A.13	BALANCE OF WORK	6,000.00	6,000.00	-		6,000.00	100%	
1 BASE	MOBILIZATION / DEMOBILIZATION	25,000.00	15,000.00	-		15,000.00	60%	10,000.00
2 BASE	STATES ALLOWANCE FOR ADDITIONAL WORK OVER AND ABOVE THAT REQUIRED BY THE CONTRACT DOCUMENTS AS AUTHORIZED BY THE OWNER IN WRITING AND NOT TO EXCEED OF $50,000	50,000.00	8,472.50	-		8,472.50	17%	41,527.50
3 BASE	UNSUITABLE SUBGRADE MATERIALS	20,000.00	112,061.00	-		112,061.00	960%	(92,061.00)
4 BASE	REGULATED SOIL MATERIALS	30,000.00		-			0%	30,000.00

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	UPPER MERION TOWNSHIP	**Owner's Project No.:**	UMT-01-20
Engineer:	GILMORE & ASSOCIATES, INC.	**Engineer's Project No.:**	1808014K
Contractor:	JAMES R. KENNEY EXCAVATING & PAVING INC.	**Contractor's Project No.:**	JRK 3B 3A 2B 1F 1A
Project:	CROW CREEK TRAIL		
Contract:	CROW CREEK TRAIL		

Application No.: 12 **Application Period:** From 10/01/21 to 10/31/21 **Application Date:** 11/02/21

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value ($)	Work Completed (D + E) From Previous Application ($)	Work Completed This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Original Contract Totals	$ 1,784,350.00	$ 1,643,908.50	$ 74,500.00	$	$ 1,718,408.50	96%	$ 65,941.50

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	UPPER MERION TOWNSHIP	**Owner's Project No.:**	UMT-01-20
Engineer:	GILMORE & ASSOCIATES, INC.	**Engineer's Project No.:**	1808014K
Contractor:	JAMES R. KENNEY EXCAVATING & PAVING INC.		
Project:	CROW CREEK TRAIL	**Contractor's Project No.:**	JRK 3B 3A 2B 1F 1A
Contract:	CROW CREEK TRAIL		

Application No.: 12 **Application Period:** From 10/01/21 to 10/31/21 **Application Date:** 11/02/21

A	B	C	D	E	F	G	H	I	J
Item No.	Description	Scheduled Value ($)	Work Completed: From Previous Application (D+E) ($)	Work Completed: This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D+E+F) ($)	% of Scheduled Value (G/C) (%)	Balance to Finish (C-G) ($)
			Change Orders					
	Change Order Totals	$	$	$	$	$		$
			Original Contract and Change Orders					
	Project Totals	$ 1,780,350.00	$ 1,643,908.50	$ 74,500.00	$	$ 1,718,408.50	96%	$ 65,941.50

EJCDC C-620 Contractor's Application for Payment
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FINANCIAL SECURITY RELEASE NO. 10

Municipality: Upper Merion Township
Development: 330,000 Square Foot Warehouse
Developer: 900 River Road, LLC
Location: 900 River Road
RVE File No.: PMUMP155
Date: 11/9/2021

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Previous Amount	Current Security Release Quantity	Current Security Release Amount	Amount Remaining
Erosion Controls								
6310	LF	12" Compost Filter Sock	$9.00	$56,790.00	$56,790.00	0	$0.00	$0.00
2	EA	Concrete Washout	$250.00	$500.00	$500.00	0	$0.00	$0.00
4	EA	Construction Entrance	$2,500.00	$10,000.00	$10,000.00	0	$0.00	$0.00
13	EA	Inlet Protection	$175.00	$2,275.00	$2,275.00	0	$0.00	$0.00
1	LS	Maintenance of Controls	$500.00	$500.00	$0.00	0	$0.00	$500.00
Demolition								
22548	SY	Asphalt Removal	$8.50	$191,658.00	$191,658.00	0	$0.00	$0.00
140700	SF	Concrete Removal	$1.25	$175,875.00	$175,875.00	0	$0.00	$0.00
394	LF	Sawcut	$2.00	$788.00	$788.00	0	$0.00	$0.00
14	EA	Remove Signs	$10.00	$140.00	$140.00	0	$0.00	$0.00
6238	LF	Concrete Curb	$3.50	$21,833.00	$21,833.00	0	$0.00	$0.00
5120	LF	Chain Link Fence	$4.00	$20,480.00	$20,480.00	0	$0.00	$0.00
6	EA	Remove Light	$200.00	$1,200.00	$1,200.00	0	$0.00	$0.00
140	LF	Concrete Retaining Wall	$15.00	$2,100.00	$2,100.00	0	$0.00	$0.00
72	LF	8" Storm Pipe	$13.00	$936.00	$936.00	0	$0.00	$0.00
295	LF	12" Storm Pipe	$15.00	$4,425.00	$4,425.00	0	$0.00	$0.00
1340	LF	15" Storm Pipe	$21.00	$28,140.00	$28,140.00	0	$0.00	$0.00
920	LF	18" Storm Pipe	$24.00	$22,080.00	$22,080.00	0	$0.00	$0.00
786	LF	24" Storm Pipe	$36.00	$28,296.00	$28,296.00	0	$0.00	$0.00
110	LF	30" Storm Pipe	$48.00	$5,280.00	$5,280.00	0	$0.00	$0.00
480	LF	36" Storm Pipe	$60.00	$28,800.00	$28,800.00	0	$0.00	$0.00
520	LF	Gas Line	$12.00	$6,240.00	$6,240.00	0	$0.00	$0.00
2310	LF	Water Line	$13.00	$30,030.00	$30,029.87	0	$0.00	$0.13
4	EA	Fire Hydrant	$1,000.00	$4,000.00	$4,000.00	0	$0.00	$0.00
1	LS	Site Features	$25,000.00	$25,000.00	$25,000.00	0	$0.00	$0.00
Site Work								
3.2	AC	Wooded Tree Removal	$6,875.00	$22,000.00	$22,000.00	0	$0.00	$0.00
18578	CY	Excavation	$4.50	$83,601.00	$83,601.00	0	$0.00	$0.00
37156	CY	Fill	$2.00	$74,312.00	$74,312.00	0	$0.00	$0.00
Stormwater Management								
5	EA	Type 'C' Inlet	$2,500.00	$12,500.00	$12,500.00	0	$0.00	$0.00
8	EA	Type 'M' Inlet	$2,500.00	$20,000.00	$20,000.00	0	$0.00	$0.00
15	EA	Storm Manhole	$3,500.00	$52,500.00	$52,500.00	0	$0.00	$0.00
7	EA	Basin Outlet Structure	$4,500.00	$31,500.00	$31,500.00	0	$0.00	$0.00
1260	LF	6" PVC	$32.00	$40,320.00	$40,320.00	0	$0.00	$0.00

828	LF	12" HDPE	$37.00	$30,636.00	$30,636.00	0	$0.00	$0.00
620	LF	15" HDPE	$38.00	$23,560.00	$23,560.00	0	$0.00	$0.00
436	LF	18" HDPE	$42.00	$18,312.00	$18,312.00	0	$0.00	$0.00
910	LF	24" HDPE	$48.00	$43,680.00	$43,680.00	0	$0.00	$0.00
855	LF	30" HDPE	$54.00	$46,170.00	$46,170.00	0	$0.00	$0.00
778	LF	36" HDPE	$60.00	$46,680.00	$46,680.00	0	$0.00	$0.00
1	EA	Tie into Existing Piping	$1,500.00	$1,500.00	$1,500.00	0	$0.00	$0.00
378	LF	Level Spreader	$75.00	$28,350.00	$28,350.00	0	$0.00	$0.00
2	EA	12" FES	$400.00	$800.00	$0.00	0	$0.00	$800.00
1	EA	15" FES	$500.00	$500.00	$500.00	0	$0.00	$0.00
1	EA	18" FES	$600.00	$600.00	$600.00	0	$0.00	$0.00
1	EA	36" FES	$1,200.00	$1,200.00	$1,200.00	0	$0.00	$0.00
121	CY	Rip-Rap	$50.00	$6,050.00	$6,050.00	0	$0.00	$0.00
8667	CY	Detention Basin Excavation	$6.00	$52,002.00	$52,002.00	0	$0.00	$0.00
5507	CY	Rain Garden Excavation	$6.00	$33,042.00	$33,042.00	0	$0.00	$0.00
535	LF	3' Wide Concrete Low Flow Channel	$21.00	$11,235.00	$0.00	0	$0.00	$11,235.00
2515	CY	Bio-retention Basin Soil Mix	$50.00	$125,750.00	$0.00	0	$0.00	$125,750.00
33950	SF	Basin / Rain Garden Geotextile	$2.00	$67,900.00	$60,000.00	3950	$7,900.00	$0.00
Utilities								
156	LF	6" SDR-35 PVC Sanitary Lateral	$47.00	$7,332.00	$7,332.00	0	$0.00	$0.00
1	EA	Sanitary Manhole	$3,500.00	$3,500.00	$3,500.00	0	$0.00	$0.00
1	EA	Sanitary Pump Station	$10,000.00	$10,000.00	$10,000.00	0	$0.00	$0.00
Paving and Concrete								
7837	LF	Concrete Curb	$28.00	$219,436.00	$140,000.00	2500	$70,000.00	$9,436.00
7475	SF	Concrete Sidewalk	$7.00	$52,325.00	$0.00	0	$0.00	$52,325.00
75350	SF	8" Concrete Pavement	$11.00	$828,850.00	$414,425.00	37675	$414,425.00	$0.00
16	EA	ADA Curb Ramp	$1,500.00	$24,000.00	$0.00	0	$0.00	$24,000.00
35165	SY	1 1/2" Wearing Course	$9.00	$316,485.00	$0.00	0	$0.00	$316,485.00
35165	SY	2 1/2" Binder Course	$11.00	$386,815.00	$0.00	28132	$309,452.00	$77,363.00
20793	SY	4" Bituminous Concrete Base Course	$15.00	$311,895.00	$0.00	16639	$249,585.00	$62,310.00
14372	SY	6" 2A Aggregate	$12.00	$172,464.00	$86,232.00	6250	$75,000.00	$11,232.00
20793	SY	8" 2A Aggregate	$15.00	$311,895.00	$155,955.00	9000	$135,000.00	$20,940.00
Lighting and Landscaping								
92	EA	Shade Tree	$400.00	$36,800.00	$0.00	40	$16,000.00	$20,800.00
385	EA	Shrubs	$250.00	$96,250.00	$0.00	65	$16,250.00	$80,000.00
2356	EA	Ground Cover	$3.00	$7,068.00	$0.00	0	$0.00	$7,068.00
39	EA	Pole Mounted Light w/ Conduit & Wiring	$3,000.00	$117,000.00	$0.00	0	$0.00	$117,000.00
6	EA	Double Pole Mounted Light w/ C & W	$4,000.00	$24,000.00	$0.00	0	$0.00	$24,000.00
21	EA	Wall Mounted Light	$1,000.00	$21,000.00	$0.00	21	$21,000.00	$0.00
28000	SF	Topsoil & Seeding	$1.50	$42,000.00	$0.00	0	$0.00	$42,000.00
Miscellaneous								
1	LS	As-Builts	$5,000.00	$5,000.00	$0.00	0	$0.00	$5,000.00
8	EA	Handicap Painted Symbol	$125.00	$1,000.00	$0.00	0	$0.00	$1,000.00
8	EA	Handicap Parking Signs	$250.00	$2,000.00	$0.00	0	$0.00	$2,000.00
1045	LF	6' Black Vinyl Chain Link Fence	$20.00	$20,900.00	$0.00	500	$10,000.00	$10,900.00
18948	LF	4" Wide Paint Striping	$0.75	$14,211.00	$0.00	0	$0.00	$14,211.00
10	EA	Stop Bar	$100.00	$1,000.00	$0.00	0	$0.00	$1,000.00
20	EA	Bollards	$300.00	$6,000.00	$0.00	20	$6,000.00	$0.00

38	EA	Concrete Trailer Parking Bumper	$100.00	$3,800.00	$0.00	0	$0.00	$3,800.00
5	EA	Crosswalk Marking	$250.00	$1,250.00	$0.00	0	$0.00	$1,250.00
17	EA	Traffic Control Signs	$200.00	$3,400.00	$0.00	0	$0.00	$3,400.00
1	LS	Traffic Control & Protection	$3,000.00	$3,000.00	$0.00	0	$0.00	$3,000.00

Subtotal:	$4,592,742.00	$2,213,324.87		$1,330,612.00	$1,048,805.13
Contingency:	+ $459,274.20	$0.00	+	$0.00	$459,274.20
Subtotal With Contingency:	$5,052,016.20	$2,213,324.87		$1,330,612.00	$1,508,079.33

Summary of Financial Security Release No. 10

Total Amount of Current Financial Security Release:	**$1,330,612.00**
Total Amount of All Financial Security Released To Date, Including Current Release:	$3,543,936.87
Total Amount of All Financial Security Remaining, Including Contingency:	$1,508,079.33

Sign and Date Below:

900 River Road, LLC

Township Manager

Township Engineer

Township Chairman of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code

REMINGTON & VERNICK ENGINEERS

922 Fayette Street
Conshohocken, PA 19428
O: (610) 940-1050
F: (610) 940-1161

September 27, 2021

Mr. Anthony Hamaday
Township Manager
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

RE: Financial Security Release No. 1
750 Moore Road
Upper Merion Township
RVE File #PMUMP060

Dear Tony:

Remington & Vernick Engineers (RVE), on behalf of Upper Merion Township, has reviewed a request by King of Prussia Acquisition, LLC. (developer) seeking a release of financial security held for the completion of required site improvements at the 750 Moore Road (development).

Based upon our inspection of the work completed, RVE recommends that the Township release the amount of $2,811,947.33 to the developer from the financial security held for the completion of required site improvements at the development. After this release, there are no funds remaining in financial security.

Enclosed, a Declaration of Completion has been provided along with a detailed breakdown to facilitate this release of financial security. Please review these materials and process for release.

Should you have any questions please feel free to contact our office at (610) 940-1050, extension 2022.

Sincerely,
REMINGTON & VERNICK ENGINEERS
By

Leanna M. Colubriale, P.E., CFM
Township Engineer

Enclosure
LMC/rhr

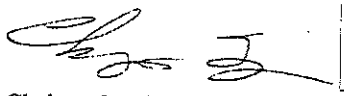
cc: Joseph McGrory, Esq., Township Solicitor
Geoff Hickman, Upper Merion Township, Director of Public Works
Nicholas F. Hiriak, Director of Finance & Administration
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
Raymond Ruczynski, Manager of Construction Inspection Services

DECLARATION OF COMPLETION
FINANCIAL SECURITY RELEASE NO. 1

Municipality: **Upper Merion Township**
Development: **750 Moore Road**
Developer: **King of Prussia Acquisition, LLC**
Date: **September 27, 2021**

We, the undersigned, hereby declare a portion of the work provided for in a certain agreement between the Township and the Developer relative to the required site improvements at the Development has been completed to the extent of $2,811,947.33. This Declaration authorizes the Township to release a portion of the financial security in the amount of $2,811,947.33 to the order of the Developer.

This release of funds hereby authorized shall not be construed as acceptance of the work by the Township. The Township reserves the right to re-inspect the work and to require the Developer to correct any and all defects and deficiencies.



9-27-2021

Christopher J. Fazio, P.E., C.M.E. Date
Executive Vice President

Anthony Hamaday Date
Township Manager

FINANCIAL SECURITY RELEASE NO. 1

Municipality: Upper Merion Township
Development: 750 Moore Road
Developer: King of Prussia Acquisition, LLC
Location: 750 Moore Road
RVE File No.: PMUMP060
Date: 9/13/2021

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Current Security Release		Amount Remaining
					Quantity	Amount	
Demolition							
4539	SY	Asphalt Pavement Removal	$8.50	$38,581.50	4539	$38,581.50	$0.00
1675	SF	Concrete Removal, 4" - 6" Depth	$1.25	$2,093.75	1675	$2,093.75	$0.00
1	EA	Tank	$500.00	$500.00	1	$500.00	$0.00
40	LF	RR Tie Wall	$5.00	$200.00	40	$200.00	$0.00
120	LF	Concrete Rtaining Wall	$10.00	$1,200.00	120	$1,200.00	$0.00
1	EA	Storm Inlet	$500.00	$500.00	1	$500.00	$0.00
1	EA	Storm Manholes	$500.00	$500.00	1	$500.00	$0.00
380	LF	Storm Pipe	$25.00	$9,500.00	380	$9,500.00	$0.00
280	LF	Railroad Tracks	$25.00	$7,000.00	280	$7,000.00	$0.00
190	LF	Chain Link Fence	$4.00	$760.00	190	$760.00	$0.00
2	EA	Sanitary Manhole	$500.00	$1,000.00	2	$1,000.00	$0.00
840	LF	Sanitary Pipe	$10.00	$8,400.00	840	$8,400.00	$0.00
1	LS	3 Story Building (528,000 CF @ $0.33 / CF)	$174,240.00	$174,240.00	1	$174,240.00	$0.00
Erosion Controls							
450	LF	8" Compost Filter Sock	$6.00	$2,700.00	450	$2,700.00	$0.00
490	LF	12" Compost Filter Sock	$9.00	$4,410.00	490	$4,410.00	$0.00
1	EA	Construction Entrance	$2,500.00	$2,500.00	1	$2,500.00	$0.00
16	EA	Inlet Protection	$175.00	$2,800.00	16	$2,800.00	$0.00
1	EA	Concrete Washout	$250.00	$250.00	1	$250.00	$0.00
1	LS	Maintenance of Controls	$500.00	$500.00	1	$500.00	$0.00
Site Clearing							
67	EA	Tree Removal	$500.00	$33,500.00	67	$33,500.00	$0.00
740	LF	Tree Protection Fencing	$2.50	$1,850.00	740	$1,850.00	$0.00
1000	CY	Site Grading - Excavation	$4.50	$4,500.00	1000	$4,500.00	$0.00
500	CY	Site Grading - Fill	$2.00	$1,000.00	500	$1,000.00	$0.00
Stormwater Management							
1849	LF	4" Underdrain	$25.00	$46,225.00	1849	$46,225.00	$0.00
352	LF	8" SLCPEP	$34.00	$11,968.00	352	$11,968.00	$0.00
731	LF	15" SLCPEP	$38.00	$27,778.00	731	$27,778.00	$0.00
386	LF	18" SLCPEP	$42.00	$16,212.00	386	$16,212.00	$0.00

REMINGTON & VERNICK ENGINEERS

107	LF	24" SLCPEP	$48.00	$5,136.00	107	$5,136.00	$0.00
192	LF	15" RCP	$48.00	$9,216.00	192	$9,216.00	$0.00
1411	LF	66" Aluminized Perforated Steel	$105.00	$148,155.00	1411	$148,155.00	$0.00
7	EA	Storm Manholes	$3,500.00	$24,500.00	7	$24,500.00	$0.00
3	EA	Type "C" Inlets	$2,500.00	$7,500.00	3	$7,500.00	$0.00
12	EA	Type "M" Inlets	$2,500.00	$30,000.00	12	$30,000.00	$0.00
1	EA	Type 1 Inlet Box	$3,000.00	$3,000.00	1	$3,000.00	$0.00
2	EA	Stormceptor Inlet	$5,000.00	$10,000.00	2	$10,000.00	$0.00
26	EA	Cleanouts	$100.00	$2,600.00	26	$2,600.00	$0.00
2	EA	8" FES	$500.00	$1,000.00	2	$1,000.00	$0.00
1	EA	24" Headwall	$3,500.00	$3,500.00	1	$3,500.00	$0.00
667	CY	Bioretention Swale Planting Mix	$10.00	$6,670.00	667	$6,670.00	$0.00
500	CY	Bioretention Swale AASHTO #57 Stone	$50.00	$25,000.00	500	$25,000.00	$0.00
9000	SF	Bioretention Swale Geotextile	$2.00	$18,000.00	9000	$18,000.00	$0.00
11250	SF	Bioretention Swale PVC Liner	$5.00	$56,250.00	11250	$56,250.00	$0.00
42	CY	Rip-Rap	$50.00	$2,100.00	42	$2,100.00	$0.00
3878	CY	Underground Basin Excavation	$6.00	$23,268.00	3878	$23,268.00	$0.00
23910	SF	PVC Basin Liner	$5.00	$119,550.00	23910	$119,550.00	$0.00
2636	CY	AASHTO No. 3 Stone	$50.00	$131,800.00	2636	$131,800.00	$0.00
Paving and Concrete							
3230	LF	Concrete Curbing	$28.00	$90,440.00	3230	$90,440.00	$0.00
10596	SY	2 1/2" Porous Wearing Course	$12.00	$127,152.00	10596	$127,152.00	$0.00
589	CY	2" AASHTO #57 Filter Course	$50.00	$29,450.00	589	$29,450.00	$0.00
3532	CY	12" AASHTO #3 Reservoir Course	$50.00	$176,600.00	3532	$176,600.00	$0.00
95360	SF	Porous Paving PVC Liner	$5.00	$476,800.00	95360	$476,800.00	$0.00
5748	SF	4" Concrete Sidewalk	$7.00	$40,236.00	5748	$40,236.00	$0.00
9	EA	ADA Ramp	$1,500.00	$13,500.00	9	$13,500.00	$0.00
Striping and Signage							
13334	LF	4" Wide Paint Striping	$0.75	$10,000.50	13334	$10,000.50	$0.00
9	EA	Painted Handicap Symbols	$125.00	$1,125.00	9	$1,125.00	$0.00
1	EA	Handicap Parking Signs	$250.00	$250.00	1	$250.00	$0.00
1	EA	Crosswalk Marking	$250.00	$250.00	1	$250.00	$0.00
1	EA	Street Sign	$200.00	$200.00	1	$200.00	$0.00
3	EA	Traffic Control Signs	$200.00	$600.00	3	$600.00	$0.00
Lighting and Landscaping							
26	EA	Pole Mounted Light Including Conduit & Wiring	$3,000.00	$78,000.00	26	$78,000.00	$0.00
44	EA	Canopy Trees	$400.00	$17,600.00	44	$17,600.00	$0.00
72	EA	Understory Trees	$350.00	$25,200.00	72	$25,200.00	$0.00
45	EA	Evergreen Trees	$250.00	$11,250.00	45	$11,250.00	$0.00
576	EA	Shrubs	$125.00	$72,000.00	576	$72,000.00	$0.00
589	EA	Ground Cover	$3.00	$1,767.00	589	$1,767.00	$0.00
8000	SF	Topsoil and Permanent Seeding	$1.50	$12,000.00	8000	$12,000.00	$0.00

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Miscellaneous

1	LS	As-Built Plans	$5,000.00	$5,000.00	1	$5,000.00	$0.00
294	LF	Concrete Retaining Wall with Guide Rail	$310.00	$91,140.00	294	$91,140.00	$0.00
160	LF	Concrete Retaining Walls (Bioretention Swale)	$180.00	$28,800.00	160	$28,800.00	$0.00
304	LF	Keystone Retaining Wall with Fence	$480.00	$145,920.00	304	$145,920.00	$0.00
1	EA	Water Meter Pit	$5,000.00	$5,000.00	1	$5,000.00	$0.00
100	LF	4" DIP Water	$38.00	$3,800.00	100	$3,800.00	$0.00
100	LF	6" DIP Water	$48.00	$4,800.00	100	$4,800.00	$0.00
5	EA	Sanitary MH	$3,500.00	$17,500.00	5	$17,500.00	$0.00
465	LF	8" DIP Sanitary	$48.00	$22,320.00	465	$22,320.00	$0.00
150	LF	8" PVC Sanitary	$52.00	$7,800.00	150	$7,800.00	$0.00
1	EA	Tie into existing Sanitary Manhole	$1,500.00	$1,500.00	1	$1,500.00	$0.00
20	LF	Sanitary Concrete Encasement	$30.00	$600.00	20	$600.00	$0.00
189	SY	Sanitary Trench Repair	$18.00	$3,402.00	189	$3,402.00	$0.00
7	EA	Concrete Monument	$200.00	$1,400.00	7	$1,400.00	$0.00
1	LS	Traffic Control & protection	$5,000.00	$5,000.00	1	$5,000.00	$0.00

Subtotal:	$2,556,315.75	$2,556,315.75	$0.00
Contingency:	+ $255,631.58	+ $255,631.58	$0.00
Total With Contingency:	$2,811,947.33	$2,811,947.33	$0.00

Summary of Financial Security Release No. 1

Total Amount of Current Financial Security Release:	**$2,811,947.33**
Total Amount of All Financial Security Released To Date, Including Current Release:	$2,811,947.33
Total Amount of All Financial Security Remaining, Including Contingency:	$0.00

REMINGTON & VERNICK ENGINEERS

Sign and Date Below:

Owner's Auth Rep 9/23/2021

King of Prussia Acquisition, LLC

Township Engineer

Township Manager

Township Chairman of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code

REMINGTON & VERNICK ENGINEERS

REMINGTON & VERNICK ENGINEERS

922 Fayette Street
Conshohocken, PA 19428
O: (610) 940-1050
F: (610) 940-1161

November 4, 2021

Mr. Dan Russell
Director of Parks & Recreation
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

RE: Payment Certificate #3 - Final
ADA Improvements – Bob White & Swedeland Parks
Upper Merion Township
RVE Job #PMUMT025

Dear Mr. Russell:

Remington & Vernick Engineers (RVE) has enclosed two (2) copies of Payment Certificate #3 for the above referenced project. We are also forwarding Maintenance Bond No. CE11831700599 for this project.

RVE therefore recommends payment to JNS Paving and Excavating Corp. (hereafter referred to as "Contractor"), in the amount of $7,583.71. The are no remaining funds for this project.

Please review and process for payment to the Contractor. Should you have any questions, please feel free to contact our office at (610) 940-1050.

Sincerely,
REMINGTON & VERNICK ENGINEERS
By

Leanna M. Colubriale, P.E., CFM
Township Engineer

Enclosures

cc: Anthony Hamaday, Upper Merion Township, Township Manager
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
Ray Ruczynski, Jr., Manager of Construction Inspection Services

Payment Certificate No. 3 - Final

Project Name: Bob White and Swedeland Parks - ADA Improvements
Project Number: PMUMT025

Application Date: 11/2/2021

Owner
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406

Contractor
JNS Paving and Excavating Corp.
172 New Galena Road
Line Lexington, PA 18932

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 3	Amount Complete Cert. 3	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
					BOB WHITE PARK						
1	MOBILIZATION ($5,000 MAX.) - BOB WHITE PARK	1	LS	$4,200.00	$4,200.00		$0.00	1	$4,200.00	**1**	$4,200.00
2	TEMPORARY EROSION AND SEDIMENT CONTROL - BOB WHITE PARK	1	LS	$3,800.00	$3,800.00		$0.00	1	$3,800.00	**1**	$3,800.00
3	ASPHALT PATHWAY	85	SY	$65.00	$5,525.00		$0.00	85	$5,525.00	**85**	$5,525.00
3R	ASPHALT PATHWAY	-18.61	SY	$65.00	($1,209.65)		$0.00	-18.61	($1,209.65)	**-18.61**	($1,209.65)
4	CONCRETE WHEEL STOPS	2	EA	$180.00	$360.00		$0.00	2	$360.00	**2**	$360.00
5	DCNR PROJECT SIGN	1	EA	$400.00	$400.00		$0.00	1	$400.00	**1**	$400.00
6	SIGNAGE AND STRIPING - BOB WHITE	1	LS	$4,000.00	$4,000.00		$0.00	1	$4,000.00	**1**	$4,000.00
7	CONCRETE LANDINGS	39	SY	$200.00	$7,800.00		$0.00	39	$7,800.00	**39**	$7,800.00
7R	CONCRETE LANDINGS	-28.45	SY	$200.00	($5,690.00)		$0.00	-28.45	($5,690.00)	**-28.45**	($5,690.00)
8	PARTIAL DEPTH MILL & 2" PAVEMENT OVERLAY	135	SY	$50.00	$6,750.00		$0.00	135	$6,750.00	**135**	$6,750.00
8E	PARTIAL DEPTH MILL & 2" PAVEMENT OVERLAY	8.1	SY	$50.00	$405.00		$0.00	8.1	$405.00	**8.1**	$405.00
					SWEDELAND PARK						
9	MOBILIZATION ($5,000 MAX.) - SWEDELAND PARK	1	LS	$5,000.00	$5,000.00		$0.00	1	$5,000.00	**1**	$5,000.00
10	TEMPORARY EROSION AND SEDIMENT CONTROL - SWEDELAND PARK	1	LS	$5,300.00	$5,300.00		$0.00	1	$5,300.00	**1**	$5,300.00
11	ASPHALT PATHWAY	230	SY	$65.00	$14,950.00		$0.00	230	$14,950.00	**230**	$14,950.00
11R	ASPHALT PATHWAY	-16.1	SY	$65.00	($1,046.50)		$0.00	-16.1	($1,046.50)	**-16.1**	($1,046.50)
12	CONCRETE WHEEL STOPS	2	EA	$180.00	$360.00		$0.00	2	$360.00	**2**	$360.00
13	CONCRETE CURB	90	LF	$70.00	$6,300.00		$0.00	90	$6,300.00	**90**	$6,300.00

13R	CONCRETE CURB	-8	LF	$70.00	($560.00)		$0.00	-8	($560.00)	**-8**	($560.00)
14	DCNR PROJECT SIGN	1	EA	$400.00	$400.00		$0.00	1	$400.00	**1**	$400.00
15	SIGNAGE AND STRIPING - SWEDELAND PARK	1	LS	$3,800.00	$3,800.00		$0.00	1	$3,800.00	**1**	$3,800.00
16	ASPHALT PAVING (PARKING)	95	SY	$110.00	$10,450.00		$0.00	95	$10,450.00	**95**	$10,450.00
16R	ASPHALT PAVING (PARKING)	-6.88	SY	$110.00	($756.80)		$0.00	-6.88	($756.80)	**-6.88**	($756.80)
17	CONCRETE SIDEWALK/PADS	32	SY	$200.00	$6,400.00		$0.00	32	$6,400.00	**32**	$6,400.00
17R	CONCRETE SIDEWALK/PADS	-5.5	SY	$200.00	($1,100.00)		$0.00	-5.5	($1,100.00)	**-5.5**	($1,100.00)
Totals					$75,837.05		$0.00		$75,837.05		$75,837.05

Payment Summary

Payments			
1	$63,964.84	2	$4,288.50
3	$7,583.71	4	
5		6	
7		8	
9		10	

Total Contract Work Completed:	$75,837.05
Less 0% Retainage:	$0.00
Total Contract Work Payable:	$75,837.05
Less Previous Payments:	-$68,253.34
Less Liquidated Damages:	$0.00
Total Payment Due This Period:	**$7,583.71**

Contract Adjustment Summary

Change Orders			
1	-$9,957.95	Time Extensions (Days):	
2			
3			
4			
5			
6			
7			
8			

Original Contract Amount:	$85,795.00
Total Change Orders:	($9,957.95)
Adjusted Contract Amount:	$75,837.05
Original Contract Expiration:	07/18/21
Total Time Extensions (Days):	0
Ammended Contract Expiration:	07/18/21

REMINGTON & VERNICK ENGINEERS

Payment Recommendation

Payment Amount Certified this Period: **$7,583.71**

Brianapeentck 11/4/2021
JNS Paving and Excavating Corp. Date

Ray Ruczynski 11/04/2021
Raymond Ruczynski, Mgr. of Construct. Insp. Date

11-5-2021
Christopher J. Fazio, P.E., C.M.E. Date

Upper Merion Township Date

REMINGTON & VERNICK ENGINEERS

MAINTENANCE BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Duplicate Original

Bond No.:CE11831700599

KNOWN ALL BY THESE PRESENTS: That we JNS Paving & Excavating Corp., as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized and existing under the Laws of the State of Pennsylvania, as Surety, are held and firmly bound unto Upper Merion Township, as Obligee, in the total sum of Seventy Five Thousand Eight Hundred Thirty Seven and 05/100 Dollars U.S. Dollars ($75,837.05) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 10/29/2020 for ADA Improvements at Bob White Park and Swedeland Park at 649 B Street, King of Prussia, PA 19406 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of Two year(s) commencing on July 14, 2021 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 2nd day of November, 2021.

JNS Paving & Excavating Corp.
(Principal)

By: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: _____
John English Rosenberg, Attorney-in-Fact

Bond # CE11831700599

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Richard A. Bredow, Patricia A. Marinucci and John English Rosenberg,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of November, 20 21.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGREEMENT FOR CLINICAL EDUCATION EXPERIENCE

BETWEEN

THE GOOD FELLOWSHIP CLUB OF CHESTER COUNTY, INC. AND

UPPER MERION FIRE DEPARTMENT & EMERGENCY MEDICAL

SERVICES

THIS AGREEMENT (the "Agreement") is made as of ____ day of _____, 2021, to be effective as of _____ day of _____, 2021 (the "Effective Date"), by and between **GOOD FELLOWSHIP CLUB OF CHESTER COUNTY, INC.**, a Pennsylvania nonprofit corporation ("GFC"), and **UPPER MERION FIRE DEPARTMENT & EMERGENCY MEDICAL SERVICES,** (UMFDEMS), (each, a "Party" and collectively, the "Parties").

The BACKGROUND to this Agreement is as follows:

A. GFC has established a prehospital emergency medicine and advanced life support education and training program (the "Program"). This Agreement is contingent upon granting to GFC of the licensure and/or certifications required to provide the Program's services under applicable Pennsylvania law and regulations.

B. UMFDEMS provides advanced life support services and treatment and transportation of patients to medical facilities ("Services").

C. GFC desires to arrange for clinical education experience for the Program's participants (each, a "Student") at UMFDEMS during its provision of Services in the clinical field.

D. The Parties desire to enter into an agreement to be applicable in specified circumstances where the Students will obtain clinical education experience at UMFDEMS relevant to advanced life support training.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties intending to be legally bound hereby, agree as follows:

1. It is agreed that UMFDEMS will participate in the clinical education of Students enrolled in the Program and shall provide access by the Students to observe during the provision of Services in the clinical field. The Parties will mutually agree in writing to the number of Students assigned to clinical rotation with UMFDEMS at any one time.

2. It is agreed that the purpose of the clinical education shall be to provide the clinical learning experiences which will provide the Student the opportunity to:

a. Observe and/or actively participate in, as applicable, the emergency medical care of patients being treated and transported by UMFDEMS under the direct supervision of a designated Preceptor. For the purposes of this Agreement, a Preceptor shall be an employee or contractor of UMFDEMS who is duly licensed and qualified to practice medicine or nursing or certified as an AEMT or paramedic in the Commonwealth of Pennsylvania.
b. Develop and demonstrate professionalism in both appearance and behavior, at all times conducting himself/ herself in an appropriate professional manner.
c. Gain direct experience in establishing appropriate interpersonal relationships with health care professionals, patients and/or families in the clinical field.
d. Actively participate, under the direct supervision of a designated Preceptor, in the emergency and critical care of patients receiving the Services of UMFDEMS.

3. GFC's Responsibilities. It is agreed that GFC will assume responsibility for:

a. Preparation of the Students through didactic and practicum instruction for clinical experience prior to the Student's clinical rotation at UMFDEMS.
b. Scheduling of Students' clinical rotations with UMFDEMS
c. Maintaining all of the Student records for the program.
d. Discipline of the Students in the event of inappropriate or unethical conduct while assigned to the clinical rotation.
e. Provide the services of the Program Coordinator as liaison between GFC and UMFDEMS

4. UMFDEMS ' Responsibilities. It is agreed that UMFDEMS will assume responsibility for:

a. The supervision of the Students by a qualified Preceptor.
b. Use its best efforts to ensure that the Students have meaningful and appropriate learning experiences which are consistent with the Program's stated objectives.
c. Notify GFC immediately in the event of any emergency or problems that may threaten the Student's successful completion of the rotation.

5. It is agreed that the Student in the Program, while on assignment with UMFDEMS, will:

a. Assume any travel expenses during the assignment.

b. Abide by UMFDEMS 's rules and regulations regarding appearance and conduct while on rotation with UMFDEMS and during provision of Services.

c. Abide by all of the Program's rules and regulations as published in the Program's Policy Manual.

6. This agreement will be reviewed annually and may be changed, amended, or revised by mutual agreement in writing. Either Party may terminate this agreement at any time giving at least thirty (30) days' advanced written notice.

7. Insurance. Each Party shall maintain general and professional liability insurance as required by law. Limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 annual aggregate shall be maintained. Upon execution of this Agreement and thereafter upon request, each Party shall provide the other with a certificate of insurance to evidence the existence of such insurance coverage. Each Party shall provide the other with written notice immediately, if any cancellation or reduction in such coverage occurs. It is agreed that GFC will provide professional liability insurance for Students during the assigned hours of clinical rotation.

8. Indemnification. Each Party specifically acknowledges that it shall be responsible for the acts and omissions of its own employees and agents but shall not be responsible for any acts or omissions of the employees or agents of the other Party. Each Party shall indemnify the other Party and the other Party's affiliates, officers, directors, employees and agents, and hold them harmless against any and all liability, loss, damages, costs, or expenses (including reasonable attorney's fees) which they may incur, suffer, or be required to pay because of (a) any act or omission of an employee or agent of the indemnifying Party in the rendering of services to which this Agreement applies, or (b) each Party's performance or non-performance hereof. This indemnification agreement shall survive the separation or earlier termination of this Agreement for the required period of the applicable statute of limitations.

9. HIPAA Compliance. Each Party acknowledges that participation in the GFC clinical education Program under this Agreement may involve the use and disclosure of individually identifiable patient information (also known as patient-specific "protected health information" or "PHI") which is subject to privacy and security protection under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104- 191 ("HIPAA") and regulations and amendments thereto promulgated from time to time by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Each Party has a duty to comply with all applicable privacy requirements under HIPAA, the HIPAA Regulations, and similar federal or state standard transaction, privacy and security requirements. Each Party agrees to take all actions reasonably necessary to ensure HIPAA compliance with the privacy and security obligations imposed under HIPAA.

10. Notices. Notices to parties in this Agreement shall be delivered via the U.S. Postal Service certified mail, return receipt, to the addresses as follows:

For GFC: Good Fellowship Club of Chester County, Inc.
Good Fellowship EMS Training
Institute
Attn: Heather Atkinson
Director of Education
P.O. Box 361
West Chester, PA 19381-0361

For UMFDEMS: Upper Merion Fire Department & EMS
Atn: William Jenaway
Chairman, Board of Supervisors
175 West Valley Forge Rd
King of Prussia, PA 19406

Where time requirements or restrictions are specified within this Agreement, time commences upon the non-noticing Party's receipt of the notice.

11. Miscellaneous.

a. Amendments. This Agreement and its terms may be changed, waived, discharged or terminated only by a prior written Agreement signed by the parties hereto.

b. Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

c. Assignment. Neither the UMFDEMS nor GFC may assign its rights or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, GFC may transfer or assign to any entity controlling, controlled by, or under common control with GFC. UMFDEMS may transfer or assign to any entity controlling, controlled by, or under common control with UMFDEMS. Written notice shall be provided to the other Party prior to such transfer or assignment.

d. Independent Contractors. It is expressly acknowledged by the parties hereto that GFC and UMFDEMS are independent contracting parties. Nothing in this Agreement shall be construed to create an employer/employee or partnership/ joint venture relationship among the parties hereto.

e. Patient Referrals. The parties to this Agreement understand that it is illegal to offer or receive any remuneration, directly or indirectly, for the referral of a patient. The parties hereto acknowledge and agree that neither is required to make or influence referrals to or otherwise generate business for the other Party as a condition to entering into this Agreement. Nothing in this Agreement is intended to require or induce either Party to refer any patient to the other Party.

f. Legislative and Regulatory Limitations. Notwithstanding any other provisions of this Agreement, if any new local, state federal government legislation is enacted, or if any governmental agency or third party payor passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way materially affects either Party's rights or obligations hereunder, which would make it desirable for either Party hereto to restructure the relationship established herein (hereinafter referred to as "legislative or regulatory change"), either Party may give the other Party notice of intent to amend this Agreement and such other agreements in order to bring this Agreement into compliance with such legislative or regulatory change. The non-noticing Party's consent to amend this Agreement pursuant to legislative or regulatory change shall not unreasonably be withheld.

g. Entire Document. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understanding relating to the subject matter hereof.

h. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or without invalidating the remaining terms and provisions hereof, and this Agreement shall be deemed modified to the extent necessary to make it valid and enforceable.

i. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have duly entered into and executed this Agreement as of the day and year first set forth above.

GOOD FELLOWSHIP CLUB OF CHESTER COUNTY, INC.

By: _____ 09/16/2021
Heather Atkinson
Director of Education

UPPER MERION FIRE DEPARTMENT & EMS

By: _____
William Jenaway
Chairman, Board of Supervisors

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA CIVIL ACTION - LAW

UPPER MERION AREA SCHOOL DISTRICT	: IN THE COURT OF COMMON PLEAS : OF MONTGOMERY COUNTY, PA
v.	: CIVIL ACTION – LAW
THE BOARD OF ASSESSMENT APPEALS OF MONTGOMERY COUNTY and D & P ASSOCIATES, et al.	: NO. 2013-31944 : TAX PARCEL No. 58-00-06272-006

ORDER

AND, NOW, this day of , 2021, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

IT IS FURTHER ORDERED and DECREED that the Montgomery County Board of Assessment Appeals shall make the appropriate adjustments to the assessment as agreed upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as "Settled, Discontinued and Ended".

BY THE COURT:

_____
J.

FOX ROTHSCHILD LLP
BY: LOREN D. SZCZESNY
IDENTIFICATION NO. 63242
TEN SENTRY PARKWAY, SUITE 200
P.O. BOX 3001
BLUE BELL, PA 19422
(610) 397-6500

ATTORNEYS FOR
UPPER MERION AREA
SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT	:	IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PA
v.	:	CIVIL ACTION – LAW
THE BOARD OF ASSESSMENT APPEALS OF MONTGOMERY COUNTY and D & P ASSOCIATES, et al.	:	NO. 2013-31944 TAX PARCEL No. 58-00-06272-006

STIPULATION TO SETTLE

WHEREAS, D & P ASSOCIATES (hereinafter referred to as "Taxpayer") is the record owner of the property located at **139 E. DeKalb Pike,** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel Number 58-00-06272-00-6** (hereinafter referred to as "Subject Property"); and

WHEREAS, in 2013, the Upper Merion Area School District filed an appeal to the Montgomery County Board of Assessment Appeals seeking an increase to the assessment of the Subject Property for the 2014 tax year; and

WHEREAS, on October 8, 2013, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in the Assessment effective January 1, 2014 for County and Township taxes purposes, and July 1, 2014 for School District tax purposes, and

WHEREAS, on October 24, 2013, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property effective January 1, 2014 for County and Township taxes purposes, and July 1, 2014 for School District tax purposes; and

WHEREAS, the Montgomery County Board of Assessment Appeals and the County of Montgomery entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this tax assessment appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2014 for County and Township taxes purposes, and July 1, 2014 for School District tax purposes, the assessment of the Subject Property shall increase from **3,458,770 to 4,438,000;**

2. Effective January 1, 2015 for County and Township taxes purposes, and July 1, 2015 for School District tax purposes, the assessment of the Subject Property shall increase from **3,458,770 to 4,025,000;**

3. Effective January 1, 2016 for County and Township taxes purposes, and July 1, 2016 for School District tax purposes, the assessment of the Subject Property shall increase from **3,458,770 to 4,215,000;**

4. Effective January 1, 2017 for County and Township taxes purposes, and July 1, 2017 for School District tax purposes, the assessment of the Subject Property shall increase from **3,458,770 to 4,207,500;**

5. Effective January 1, 2018 for County and Township taxes purposes, and July 1, 2018 for School District tax purposes, the assessment of the Subject Property shall increase from **3,458,770 to 4,057,500;**

6. Effective January 1, 2019 for County and Township taxes purposes, and July 1, 2019 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,458,770 to 4,072,000;**

7. Effective January 1, 2020 for County and Township taxes purposes, and July 1, 2020 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,458,770 to 3,944,000;**

8. Effective January 1, 2021 for County and Township taxes purposes, and July 1, 2021 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,458,770 to 4,127,200;**

9. The assessment shall remain at **4,127,200** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

10. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for tax years 2014 through 2021 in the amount of **$18,375.27** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	UNDERPAYMENT
2014	3,458,770	4,438,000	979,230	3.152	$3,086.53
2015	3,458,770	4,025,000	566,230	3.152	$1,784.76
2016	3,458,770	4,215,000	756,230	3.459	$2,615.80
2017	3,458,770	4,207500	748,730	3.459	$2,589.86
2018	3,458,770	4,057,500	598,730	3.459	$2,071.01
2019	3,458,770	4,072,000	613,230	3.459	$2,121.16
2020	3,458,770	3,944,000	485,230	3.459	$1,678.41
2021	3,458,770	4,127,200	668,430	3.632	$2,427.74

11. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **$18,375.27** which represents the underpayment of taxes to Montgomery County for tax years 2014 through 2021. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of D & P Associates and mailed to the following address:

D & P Associates
357 King of Prussia Road
Wayne, PA 19087

12. As a result of the adjustment in the assessment for the property, there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2017 through 2021 in the amount of **$1,214.59** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	UNDERPAYMENT
2017	3,458,770	4,207500	748,730	0.39	$292.00
2018	3,458,770	4,057,500	598,730	0.39	$233.50
2019	3,458,770	4,072,000	613,230	0.39	$239.16
2020	3,458,770	3,944,000	485,230	0.39	$189.24
2021	3,458,770	4,127,200	668,430	0.39	$260.69

13. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount **$1,214.59** which represents the underpayment of the taxes allocated to the Montgomery County Community College for tax years 2017 through 2021. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of D & P Associates and mailed to the following address:

D & P Associates
357 King of Prussia Road
Wayne, PA 19087

14. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Upper Merion Township for tax years 2014 through 2021 in the amount of **$12,421.19** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	UNDERPAYMENT
2014	3,458,770	4,438,000	979,230	2.159	$2,114.16
2015	3,458,770	4,025,000	566,230	2.159	$1,222.49
2016	3,458,770	4,215,000	756,230	2.159	$1,632.70
2017	3,458,770	4,207500	748,730	2.159	$1,616.51
2018	3,458,770	4,057,500	598,730	2.159	$1,292.66
2019	3,458,770	4,072,000	613,230	2.159	$1,323.96
2020	3,458,770	3,944,000	485,230	2.79	$1,353.79
2021	3,458,770	4,127,200	668,430	2.79	$1,864.92

15. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **$12,421.19** which represents the underpayment of taxes to Upper Merion Township for tax years 2014 through 2021. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of D & P Associates and mailed to the following address:

D & P Associates
357 King of Prussia Road
Wayne, PA 19087

16. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District in the amount of **$105,932.14** from the 2014/2015 tax year through the 2021/2022 tax year which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	UNDERPAYMENT
2014/2015	3,458,770	4,438,000	979,230	18.36	$17,978.66
2015/2016	3,458,770	4,025,000	566,230	18.96	$10,735.72
2016/2017	3,458,770	4,215,000	756,230	18.96	$14,338.12
2017/2018	3,458,770	4,207500	748,730	19.43	$14,547.82
2018/2019	3,458,770	4,057,500	598,730	19.89	$11,908.74
2019/2020	3,458,770	4,072,000	613,230	20.34	$12,473.10
2020/2021	3,458,770	3,944,000	485,230	20.76	$10,073.37
2021/2022	3,458,770	4,127,200	668,430	20.76	$13,876.61

17. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **$105,932.14** which represents the underpayment of taxes to the Upper Merion Area School District from the 2014/2015 tax year through the 2021/2022 tax year. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and

owing. The tax bill shall be issued in the name of D & P Associates and mailed to the following address:

D & P Associates
357 King of Prussia Road
Wayne, PA 19087

18. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

19. This Stipulation to Settle shall be binding upon the undersigned, the undersigned's clients, and their clients' successors, grantees and assigns.

20. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

Loren D. Szczesny, Esquire
Attorney for Upper Merion Area
School District

Jason J. Herron, Esquire
Attorney for Taxpayer

Samantha A. Magee, Esquire
Attorney for Montgomery County
Board of Assessment Appeals

Anthony Hamaday, Township Manager
Upper Merion Township

Brian O. Phillips, Esquire
Attorney for Montgomery County

RESOLUTION 2021-31

BE IT RESOLVED, by authority of the Board of Supervisors of the Township of Upper Merion, Montgomery County, and it is hereby resolved by authority of the same, that the Chairman of said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

Upper Merion Township

By: _____

Anthony Hamaday
Township Manager

William Jenaway
Chairman, Board of Supervisors

I, Anthony Hamaday, Township Manager of the Township of Upper Merion, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held the 18th day of November, 2021.

DATE: _____

_____
Anthony Hamaday
Township Manager

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

OGC Form 18-FA-33.0
Approved OAG 5/6/2013

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

WINTER TRAFFIC SERVICES SUPPLEMENTAL ***AGREEMENT NO***3900038957A
FID/SSN #23-6000540
SAP VENDOR #138816

THIS SUPPLEMENTAL AGREEMENT, fully executed and approved this _____day of _____,

_____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

AND

the Upper Merion Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH:

WHEREAS, the parties entered into Agreement No. 3900038957, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900038957 for the purpose of deleting certain State Highways.

NOW, THEREFORE, the parties agree to amend Agreement No. 3900038957 in accordance with the following:

1. Exhibit A attached to Agreement No. 3900038957 is revised in accordance with Supplemental Exhibit A which is attached to and made part of this Supplemental Agreement, for the purpose of deleting the specified state Highway(s).

2. The effective date of this deletion shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.

3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to

October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the deleted roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.

4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:

   (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

   (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

   (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

6. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532 which, if not included in the Original Agreement, is attached here as Exhibit B and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
7. The paragraph of the Original Agreement, regarding offset, is deleted in its entirety and replaced with the following:

   The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

8. The most current versions of the Commonwealth Nondiscrimination/Sexual Harassment Clause, Contractor Integrity Provisions, Provisions Concerning the Americans with Disabilities Act, and Contractor Responsibility Provisions are

attached as Exhibit C, and replace any previously referenced versions of the listed clauses and provisions.

9. All other terms and conditions of Agreement No. 3900038957 not modified by this Supplemental Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

_____ BY _____

Title: DATE Title: DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

_____
for Chief Counsel Date

Certified Funds Available Under
SAP DOCUMENT NO. 3900038957A
SAP FUND 1058200712
SAP COST CENTER 7840640000
GL. ACCOUNT 6344450
AMOUNT 94,505.77

BY _____
for Comptroller Operations Date

Contract No. 3900038957A, is split 0%, expenditure amount of $0.00 for federal funds and 100%, expenditure amount of $94,505.77 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-33.0
Appv'd OAG 5/6/2013

2021-22

AGREEMENT NO. 3900038957A
YEAR 3
OF 5

CONTRACT EXHIBIT A
Revised November 4, 2021

COUNTY: Montgomery

MUNICIP: Upper Merion Township
SAP #

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
3026	County Line to Radnor Road	0010	0000	0010	270	0.1	E	$1,131.97	$113.20
3041	Holstein to Sout Gulph Road	0012	0000	0012	1988	0.8	C	$1,222.68	$978.14
3063	Ballogomingo to South Gulph Road	0010	0000	0010	1481	0.8	E	$1,131.97	$905.58
3037	Trinity to West Conshohocken	0012	0000	0012	3923	1.5	D	$1,131.97	$1,697.96
3030	County Line to Old Gulph /Matsonford Rd	0020	0000	0020	1803	1.5	D	$1,131.97	$1,697.96
3035	Croton Rd to Hobbs	0020	0000	0020	1314	2.1	D	$1,131.97	$2,377.14
3023	Jefferson to Swedeland (TR320 jefferson to TR320)	0010	0000	0030	3659	4.3	D	$1,131.97	$4,867.47
3025	Fourth St to Sewer Plant	0010	0000	0020	0337	1.0	C	$1,222.68	$1,222.68
3039	Holstein Rd to Valley Forge Rd	0010	0000	0120	1564	13.7	B	$1,308.99	$17,933.16
3033	Swedesford Rd to N. Gulph Rd	0010	0000	0010	3573	1.4	D	$1,131.97	$1,584.76
3036	202 to Guthrie	0004	0000	0010	0770	1.4	D	$1,131.97	$1,584.76
3039	Holstein Rd to Valley Forge Rd	0011	0000	0111	2653	5.8	B	$1,308.99	$7,592.14
3029	Prince Frederick to Saulin Rd	0025	0000	0025	2941	1.1	B	$1,308.99	1439.889
3100	Bridge over DeKalb	0010	0000	0010	0216	0.2	D	$1,131.97	226.394
3100	Bridge over Ramp	0020	0000	0020	0085	0.1	D	$1,131.97	113.197
3101	Devon Park Drive Bridge	0010	0000	0010	0460	0.3	E	$1,131.97	339.591
0023	Valley Forge Park Rd to Geerdes Blvd	0061	0000	0111	1072	1.6	C	$1,222.68	1956.288
0001	Delaware County Line to Haverford Ave	0010	0000	0010	2312	1.3	B	$1,308.99	1701.687
0023	Valle ForgePark Rd to Lower East Valley Forge Rd	0060	0000	0190	1285	12.3	C	$1,222.68	15038.964
3027	Gulph Rd to Dekalb St	0010	0000	0030	3589	4.0	D	$1,131.97	4527.88
3028	Croton Rd to Henderson Rd	0010	0000	0030	3077	2.3	D	$1,131.97	2603.531
3029	Gulph Rd to Valley Forge Rd	0010	0000	0074	2719	14.1	B	$1,308.99	18456.759
3036	Guthrie Rd to Market St	0005	0000	0005	1212	0.5	D	$1,131.97	565.985
3024	Chester County Line to Gulph Rd	0010	0000	0050	2939	4.4	D	$1,131.97	4980.668

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule
*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	36
MILEAGE MFC C =	15.7
MILEAGE MFC D =	23.7
MILEAGE MFC E=	1.2
TOTAL MILEAGE	76.60

TOTAL COST = $94,505.77

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a $1,000.00 deductible for Municipalities with agreements totaling $5,000.01 or more and a $500.00 deductible for all others.

Suggested Total Amount Encumberance	
1st Year:	$94,505.77
2nd Year:	$96,395.88
3rd Year:	$98,323.80
4th Year:	$100,290.28
5th Year:	$102,296.08
TOTAL:	$491,811.82

Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

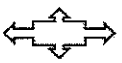
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT B



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

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

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

EXHIBIT B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act,* as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

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

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C

January 14, 2015

CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

   a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

   b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

   c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

   d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

   e. **"Financial Interest"** means either:

      (1) Ownership of more than a five percent interest in any business; or

      (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

   f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

   g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

   a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

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

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C. F. R. § 35.130,* and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT C

Contractor Responsibility Provisions

(December 2020)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment List tab.

Exhibit C