

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
OCTOBER 12, 2023 MEETING ~ 7:00 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: September 7, 2023 Zoning Code Workshop  
September 7, 2023 BOS Workshop  
September 14, 2023 Business Meeting
5. Chairman's Comments:
6. Citizen Board Vacancies:
7. New Business:
  - A. Resolution 2023-33 – Resolution in Support of Israel's Humanitarian Crisis
  - B. Proclamation re: Fire Prevention Month – October, 2023.
  - C. Public Safety Department Promotion: Corey Felker – EMS Captain.
  - D. Swearing-In of Paramedic Christian Reiner & EMT Jason Ivey.
  - E. Presentation re: Upper Merion Fire and Emergency Service Awards.
  - F. Presentation of the Bernard S. Gutkowski, Sr. Firefighter of the Year Award to Christian Montero.
  - G. Presentation of the Mary Bacchi Emergency Medical Services Responder of the Year Award to Charles Davis.
  - H. Public Hearing – An Ordinance of Upper Merion Township, Montgomery County, Pennsylvania, renaming Chapter 4 as "Collection Fees" and providing for attorney fees, collection fees, costs, and interest to be added for unpaid municipal claim collections for delinquent accounts.
  - I. Consent Agenda re:
    1. Resolution 2023-29 – Disposition of Township Records.
    2. 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 period of 10/1/2023 – 12/31/2024.
    3. Delinquent Sewer Fee Claims Collection Contract – Portnoff Law Associates, Inc. Approve a contract between Upper Merion Township and Portnoff Law Associates, Ltd. for collection of delinquent municipal sewer claims pursuant to the provisions outlined in the contract as recommended by the Director of Finance and Township Manager.

4. Resolution No 2023-30 - Appointment of Special Counsel for Unpaid Delinquent Sewer Fee Collections. Adoption of Resolution No 2023-30 appointing Michelle R. Portnoff, Esq., as special counsel for the Township for the purpose of collection unpaid delinquent sewer fee accounts.
5. Resolution 2023-31 – Disposition of township Vehicles to J. J. Kane Auctions of Plymouth Meeting for an estimated sale value of \$37,000.
6. Resolution 2023-32– Reduction of Police officer contributions to the Police Pension Plan for the year 2024 to 4%.
7. Public Safety Department Capital Equipment Purchase – Authorization the ordering and purchase of two (2) F550 replacement ambulances for delivery in 2025 in the amount of \$680,000 from the Fire Apparatus Fund.
8. Authorization for additional funding – Street Sweeper Purchase. To authorize additional funds in the amount of \$24,206 from the Township ARPA funds along with \$298,210 in LSA Grant funds to complete the purchase of the new Johnston Street Sweeper.
9. Capital Equipment Purchase – Authorization the ordering and purchase of a replacement emergency generator for the Township Building for delivery in late 2024 in the amount of \$385,000 through State or Costars contract utilizing Capital Equipment and ARPA funds.
10. Abrams PS, Valleybrook PS & Trout Run WPCC MPS Upgrades: Approval of Change Order #2 for additional costs associated with the wet tap/line stop work activities at Abrams PS in the amount of \$18,256.00 to Blooming Glen Contractors, Inc. of Perkasio, PA, as recommended by the Director of Public Works.
11. Township Building Cooling Tower Replacement: Approval of Payment Application #3 in the amount of \$9,439.43 from West Chester Mechanical of Aston, PA for contract work completed to date.
12. Township Building Boiler Replacement: Approval of Payment Application #3 in the amount of \$74,488.50 from West Chester Mechanical of Aston, PA for contract work completed to date.
13. Approval of Engagement Letter for Marcum LLP for the conducting of Township Business Privilege Tax compliance audits in accordance with the terms of the engagement letter as recommended by the Director of Finance.
14. Approval of Deed of Dedication – New Leo M. Ross Park, Parcel # 58-00-01969-04-3, Ross Road. Acceptance of a deed of dedication form Toll Bros, Inc for the new Leo M. Ross Park parcel as part of the Stone Brook at Upper Merion Development and the authorization to terminate the lease for the former park area.
15. Budget Transfer: \$22,000.00 from 0143-2452 Snow Removal Material to 01430-4580 Annual Resurfacing to fund ADA ramp design work associated with the Township's 2023 Road Program.
16. Budget Transfer: \$20,000.00 from 01430-3170 Snow/Ice Control to 01430-2456 Street Light Supplies to fund parking lot/area lighting upgrades at the Township Building.

17. Budget Transfer: \$15,000.00 from 01430-3170 Snow/Ice Control to 01430-4585 Line Painting to fund additional long line painting and intersection markings throughout the Township.
  18. 2023-2026 Dry Hydrated Lime Supply Contract: Award of the Township's lime supply contract to Graymont, Inc. of Bellefonte, Pennsylvania for the estimated contract amount of \$191,248.50 as recommended by the Director of Public Works.
  19. Award Upper Merion Township Wastewater Chemical Supply Contract to Award of the Township's liquid sodium hypochlorite supply contract to Buckman's Inc. of Pottstown, Pennsylvania for the estimated contract amount of \$522,750.00 as recommended by the Director of Public Works.
  20. Kerrwood Drive Culvert Repairs: Approval of Payment Application No. 1 in the amount of \$264,495.00 to National Gunitite of Johnstown, PA for the completion of all contract work activities.
  21. Abrams PS, Valleybrook PS & Trout Run WPCP MPS Upgrades Project: Approval of Payment Application No. 2 in the amount of \$13,580.00 to PSI Pumping Solutions, Inc. of York Springs, PA for electrical contract work completed to date.
  22. First Avenue Linear Park Phase II Project: Approval of Payment Application No. 8 in the amount of \$119,126.11 to Road-Con, Inc. of West Chester, PA for contract work completed to date.
  23. Land Development Plan Review Extension – Abbonizio Real Estate Partnership – 316 W. Church Road. Accept letter of extension from Abbonizio Real Estate Partnership for the review of the proposed Land Development Plan to January 15, 2024.
  24. North Gulph Road Trail Extension Design Consultant – Boles Smyth Associates. To approve a proposal from Boles Smyth Associates for the North Gulph Road Trail extension design in the amount of \$189,984.32 to be reimbursed by the National Park Service as part of the Cooperative Management Agreement for the trail extension design project.
  25. Appoint Chiragi Raval to the Zoning Hearing Board to fill an unexpired term ending 1/1/2027.
- J. Mancill Mill Townhouse Development, 850 Mancill Mill Road - Amendment to Voluntary Restrictive Covenant for Architectural Building Elevation Design. To approve an amendment to the Voluntary Declaration of Restrictive Covenant of the Mancill Mill Road Company for the townhouse development modifying the building elevations shown in new exhibit 1 subject to compliance with the current SM-1 building height restrictions.
- K. Approve Township Solicitor to attend the October 18, 2023 Zoning Hearing Board to oppose the 665 S. Gulph Road application.

8. Accounts Payable & Payrolls.
9. Additional Business.
10. Public Comment.
11. Adjournment.

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
ZONING WORKSHOP MEETING  
SEPTEMBER 7, 2023

The Board of Supervisors of Upper Merion Township met for a Zoning Workshop Meeting on Thursday, September 7, 2023, in the Township Building. The meeting was called to order at 6:18 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Carole Kenney, Greg Philips, Greg Waks and Bill Jenaway. Absent was Chairperson Tina Garzillo. Also present were Anthony Hamaday, Township Manager; John Walko, Township Solicitor.

CHAIRPERSON'S COMMENTS:

Vice-Chairperson Jenaway stated that there will be an Executive Session after the Workshop meeting which follows this meeting.

DISCUSSIONS:

ZONING CODE AMENDMENTS UPDATE:

John Walko, Township Solicitor explained that certain zoning matters previously discussed about needing a Special Exemption for residential homes will be handled by getting a variance. The Zoning Hearing Board said that's how they've been handling those situations since there wasn't any criteria to apply or follow. So, the section pertaining to converting a single-family dwelling into multi-family or changing to non-conformity housing can be deleted. The Township will continue with the variance process through the Zoning Hearing Board.

Mr. Walko said he is still working on the Traffic Impact Study with McMahon & Associates and said it should be ready by next month's meeting. He also suggested that the Township move forward on the Ordinance changes that are ready and complete the rest at a later date when more information is available. Then he asked if there was any thing else the Board wanted to discuss before setting a date for the Comprehensive Plan Meeting.

The BOS spoke briefly about other issues including Affordable Housing, Rt. 202 Quarter Revision, Signage including Political signs, Businesses wanting special relief for permits, Cemetery uses in Residential areas, Chase Bank development, more Car Charging Stations at KOP Mall and Drive-Thru Lane widths. They had a long discussion about HOA issues. In addition, Supervisor Kenney asked the solicitor if the Township can limit the use of plastic erosion control matting contractors put over grass seed. Mr. Walko stated he will look into it.

COMPREHENSIVE PLAN UPDATE AND MEETING SCHEDULE:

Mr. Hamaday said that before next weeks Business Meeting the Board of Supervisor will meet the candidate for Township Planner. He asked if everyone would be available for Wednesday, September 20<sup>th</sup> Comprehensive Plan meeting because he would like to have the meeting before the Budget process starts.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Phillips, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 4-0. Adjournment occurred at 7:20 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
WORKSHOP MEETING  
SEPTEMBER 7, 2023

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Thursday, September 7, 2023, in the Township Building. The meeting was called to order at 7:31 p.m., followed by the pledge of allegiance.

ROLL CALL:

Supervisors present were: Greg Waks, Greg Philips, Carole Kenney and Bill Jenaway. Also present were: Anthony Hamaday, Township Manager; John Walko, Township Solicitor and Kalie Melchior, Solicitor's Office; Patrick Foley, Twp. Engineer.

CHAIRPERSON'S COMMENTS:

Vice-Chairperson Jenaway stated that there will be an Executive Session following tonight's meeting to discuss personnel and legal matters. He noted that Chairperson Garzillo is absent this evening.

DISCUSSIONS:

REVISED LAND DEVELOPMENT PLAN REVIEW – Spark Car Wash, 161 W. DeKalb Pike.

Mr. Hamaday spoke about some of the concerns the Board of Supervisors have with Spark Car Wash plans. They felt that the parked cars are too close to the entrance and to the trash dumpsters. Also, they would like them to contact PennDOT to see if the medium on 202 can be refigured between their site and the Cemetery opening.

Ms. Denise Yarnoff, presented the revised Spark Car Wash plans showing that they moved four (4) car spaces 15 ft. upward away from the entrance and readjusted the trash enclosures. They also reduced the length of the building by shortening the front giving cars better access and at the back of the site they increased the radius by widening it to accommodate trucks. They also created additional parking spaces for the employees.

A representative for Spark Car Wash, Matt answered many questions the Board had about cars maneuvering in and out as well as around the property. Finally, after a long discussion Spark Car Wash will go to next weeks Business meeting with a Final Land Development Plan.

Public Comment: None

**Vice-Chair Jenaway had to leave the meeting due to an emergency so Supervisor Waks stepped in as Chair.**

PROPOSED ORDINANCE AMENDMENT CHAPTER 140 A & B – Stormwater, Grading & Erosion Control which consolidates current Chapter 140A and 140B of the Township Code into one Chapter with additional provisions for Green Infrastructure and Low Impact Development.

Mr. Hamaday explained the Township had Arrow Consulting Engineers consolidate both Chapter 140A and 140B of the Ordinance with additional provisions for Green Infrastructure and Low Impact Development all into one. This new Ordinance will also combine Residential and Commercial and it modifies some penalty requirements to allow the Township to issue violations with accordance to the clean streams law. Mr. Hamaday gave an example saying if certain projects couldn't fit a stormwater basin for some reason because the area is prone to sinkholes or there are underground pipes then they still pay the Stormwater Fee and it would be redirected towards a community or regional facility.

Mr. Hamaday also mentioned that the new Ordinance if passed would eliminate the provision for residents that put an addition on their home that is 250 ft. or less would not have to pay the Stormwater Fee. In addition, this Ordinance would include the redevelopment revisions, ex: even if a developer wants to rebuild an existing building the same exact way and size they would have to make it 20% less impervious.

Public Comment: None

PROPOSED TOWNSHIP MUNICIPAL INDUSTRIAL PRETREATMENT PROGRAM (MIPP) CHANGES MODIFICATION OF THE CURRENT PROGRAM TESTING PROCEDURES:

Mr. Hamaday explained that as of now the owner either hires or do their own water testing then submit it to A.J. Ryder who then sends us the results. By changing this requirement Upper Merion Township will collect the water samples and send it to A. J. Ryder to have them test. Doing this allows the Township to know when the testing was done and that the business is in compliance. This will also save the Township a lot of time not having to wait for the businesses to complete the testing or having to send them reminders that they're late.

Supervisor Kenney asked how many businesses have pretreatment plants and how many don't comply with the testing schedule. Mr. Hamaday said as of now there are twelve (12) and only about half comply.

BUSINESS MEETING AGENDA REVIEW:

Anthony Hamaday, Township Manager gave an overview of the September 14th Business Meeting.

Public Comment:

Mrs. Janet Barcaro from Redwood Road, KOP thanked Mr. Hamaday and Mr. Hickman, Public Works Director for listening to her concerns and mailing the Brownlie Road Bridge letters to the residents updating them. She said her neighbors were happy to receive the letter but wanted to know if everything was still on schedule to fix the bridge. Mr. Hamaday said he hasn't heard back from PennDOT yet but hopefully he will before October when the project goes to bid. Then there was some discussion about updating the Township website because it was difficult to find information about the bridge.

ADDITIONAL BUSINESS: None

ADJOURNMENT:

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to adjourn the meeting. None opposed. Adjournment occurred at 8:44 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:



UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
BUSINESS MEETING  
SEPTEMBER 14, 2023

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, September 14, 2023, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:11 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Greg Philips, Bill Jenaway, Tina Garzillo and Greg Waks. Absent was Supervisor Carole Kenney. Also, present was Anthony Hamaday, Township Manager and John Walko, Esq., Solicitor's Office.

MEETING MINUTES:

June 1, 2023 – Zoning Workshop  
June 8, 2023 – Business Meeting  
August 3, 2023 – Workshop  
August 10, 2023 – Business Meeting

Board Action:

It was moved by Vice-chair Jenaway, seconded by Supervisor Waks, all voting "Aye" to approve the Minutes. None opposed. Motion approved 4-0-1 with Supervisor Philips abstaining from the vote since he was not present at one of the meetings.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo extended condolences to the family of Eileen Rodrique, who passed away on September 4<sup>th</sup>. Eileen was a former township employee, thus the Township Flag will be lowered to half mast. Next, she mentioned that the third Friday in September is POW MIA recognition day, which honors Prisoners of War and Missing in Act Services Members. She then read parts of President Biden's Proclamation.

CITIZEN BOARD VACANCIES:

Chairperson Garzillo gave an update on current vacancies on the Upper Merion Citizen Boards.

CC Advisory Board Student Member	- 1 Vacancy
Economic & Comm Dev Committee	- 2 Vacancies
ECDC Student Member	- 1 Vacancy
Environmental Advisory Council	- 1 Vacancy
Farmers Market Student Member	- 1 Vacancy
Human Relations Commission	- 2 (Alternates)
Media Advisory Board Student Member	- 1 Vacancy
Public Safety Citizen Advisory Board	- 1 Vacancy
Public Safety Board Student Member	- 1 Vacancy

- Shade Tree Comm Student Member - 1 Vacancy
- Upper Merion Foundation Sub-Committee - 1 Vacancy
- Upper Merion Historical Commission - 3 Vacancies

NEW BUSINESS:

A. POLICE/PUBLIC SAFETY DEPARTMENT PROMOTIONS:

Police Chief Tom Nolan said due to three Public Safety Employees retiring the Township had to hire three replacements. Lt. of Parole Allan Elverson is retiring after 28 years of service from the Township but will continue his career as an investigator for Montgomery County Aging and Adult Services. Lt. Elverson's last day will be September 19<sup>th</sup>.

Chief Nolan asked Officer Michael Loane who has been with Upper Merion since 2016 to come forward to be promoted to Corporal. Next he asked Corporal Chris Dolga who was hired in 2006 to come forward to be promoted to Sergeant and finally he called Sergeant Brandy Faherty to be promoted to Lieutenant. Brandy was also hired by Upper Merion in 2006.

Judge Patrick Krouse came up to the podium to swear all three into their new positions.

B. SWEARING-IN OF FIRE-FIGHTER/EMT MARK O'NEILL:

Chief James Johnson for Fire and EMS called Mark O'Neill up to be sworn in as a new member of the Fire/EMS team. Firefighter Mark resides in Plymouth Meeting Township and has an Associates Degree in Fire Science from Montgomery County College and has numerous Fire Certifications to Level II.

Judge Patrick Krouse came up to the podium again to swear in Mark as an Upper Merion Firefighter then Mark's wife Jen pinned on his badge.

C. PUBLIC HEARING - AN ORDINANCE AMENDING THE UPPER MERION TOWNSHIP ZONING CODE, CHAPTER 165, SECTION 165-160.2, TO REQUIRE THAT BUILDINGS IN THE KPMU DISTRICT CONTAINING DWELLING UNITS SHALL NOT EXCEED THIRTY PERCENT OF THE NET DEVELOPABLE AREA OF A PARCEL AND AMENDING SECTION 165-168, BUSINESS SIGNS, TO PROVIDE FOR KPMU SIGNAGE REQUIREMENTS

Solicitor John Walko opened the hearing and presented five (5) exhibits.

- 1) The Ordinance itself
- 2) Proof of submission to the Montgomery County Law Library on August 8, 2023
- 3) Proof of submission to the Upper Merion Planning Commission on August 15, 2023
- 4) Proof of submission to the Montgomery County Planning Commission on August 15, 2023

- 5) Proof of publication of this Ordinance with legal notice summarizing this Ordinance for tonight's hearing in the Times Harold News Paper on August 30<sup>th</sup> and September 6, 2023

This Ordinance provides requirements that buildings in the KPMU District containing dwelling units not to exceed 30% of the net developable area of a parcel. It also provides Business sign requirements in the KPMU District.

PUBLIC COMMENT:

Resident Mr. Robert Erickson from 536 Lawndale Avenue, KOP wanted clarification were the KPMU District was. Mr. Hamaday said the area is between Allendale and First Avenue down to N. Gulph Road towards W. Valley Forge Road/Rt. 23. Mr. Walko explained that Renaissance area is not included also that the BID is different from KPMU District.

With no other comments Mr. Walko adjourned the Public Hearing and returned it back to the Public Meeting.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Philip, all voting "Aye" to approve the Ordinance Amending Chapter 165 Section 165-160.2 of the Zoning Code. None opposed. Motion approved 4-0.

D. CONSENT AGENDA:

1. Presentation and acceptance of the Township's 2024 Financial Requirements and Minimum Municipal Obligation (MMO) in the amount of \$2,373,214.00 for the Police and \$684,000.00 for the Non-Uniform Pension Plans.
- 2.
3. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulation for Amazon.Com Services LLC, 760 Moore Road, for the tax year 2023 resulting in the overpayment of real estate taxes in the amount of \$10,090.08.
4. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulation for Commerce Bank, PA, 122 N. Henderson Road, for the tax year 2023 resulting in the overpayment of real estate taxes in the amount of \$520.34.
5. Resolution 2023-28 –Township Municipal Industrial Pretreatment Program Administration Changes. Adoption of Resolution No. 2023-28 repealing Resolution No. 95-33, being the industrial user permit fee resolution, and providing for updated procedures to permit the Township to recover costs for sampling and testing as required by the program.
6. Capital Equipment Lease/Purchase – Authorization to lease/purchase the following vehicles through any state/Costars contract or Government Leasing Program:
  - a. Public Safety Department – 2023 Chevrolet Silverado 1500
  - b. Public Safety Department – 2023 Chevrolet Tahoe

7. Capital Equipment Purchase – Authorization the purchase a replacement LED sign for the Henderson Road/ Valley forge Road Community Sign from Signature Sign of Reading, PA in the amount of \$38,000 as recommended by the Media Communications Advisory Board and Director of Communications.
8. Financial Escrow Security Release No. 2 – Stonebrook at Upper Merion – Phase 2, Toll Mid-Atlantic LP Company, Inc, 232 N. Henderson Road. Approval of Escrow Release No. 2 in the amount of \$291,375.50 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
9. Financial Escrow Security Release No. 3 - Stonebrook at Upper Merion – Phase 3, Toll Mid-Atlantic LP Company, Inc., 232 N. Henderson Road. Approval of Escrow Release No. 3 in the amount of \$587,416.00 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
10. Financial Escrow Security Release No. 4 - Stonebrook at Upper Merion – Phase 1, Toll Mid-Atlantic LP Company, Inc., 232 N. Henderson Road. Approval of Escrow Release No. 4 in the amount of \$274,472.00 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
11. Permission to Advertise a proposed Ordinance for consideration at the October 12, 2023 Business meeting, amending Chapter 4, Collection Fees, of the Township Code to provide for attorney’s fees, collection fees and costs for unpaid municipal claims collections for delinquent accounts.
12. Permission to schedule a public hearing on and advertise a proposed Ordinance for consideration at the November 9, 2023 Business meeting, amending Chapter 165, Zoning, to amend steep slope regulations, Shopping Center District Permitted Uses, Nonconformity provisions, eliminate dwelling conversion provisions, define interior signage eliminate cluster overlay and development plan provisions, land development plan submission requirements and traffic impact submission requirements.
13. First Avenue Linear Park Phase 2 – Contract Extension. To extend the First Avenue Linear Park Phase 2 with Road-Con, Inc. of West Chester, PA to October 31, 2023 in order to complete punch list items.
14. First Avenue Linear Park Phase 2 Project: Approval of Payment Application 7-REV1 in the amount of \$220,137.29 to Road-Con, Inc. of West Chester, PA for contract work completed to date.
15. First Avenue Linear Park Phase 3 Solar Lighting Bid. Authorization to advertise and conduct a bid for the procurement and installation of solar light poles and bollards for the First Avenue Linear Park project via the PennBid website.

16. Trout Run WPCP Pug Mill & Sludge Conveyor: Award the General Contract to PSI Pumping Solutions, Inc. of York Springs, PA in the amount of \$413,583.00 and award the Electrical Contract to US Solutions, Inc. of Quakertown, PA in the amount of \$36,133.00 as recommended by the Director of Public Works

PUBLIC COMMENT: None

Board Action:

It was moved by Supervisor Philips, seconded by Waks, all voting "Aye" to approve the Consent Agenda. None opposed. Motion approved 4-0.

ACCOUNTS PAYABLE & PAYROLLS:

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Waks, all voting "Aye" to approve the Accounts Payables for invoices processed from August 3, 2023 through September 6, 2023 Payrolls dated August 4<sup>th</sup> and 18<sup>th</sup> of 2023 for a total of \$5,689,507.12. None opposed. Motion approved 4-0.

ADDITIONAL BUSINESS:

Chair Garzillo read a statement from Supervisor Kenney indicating that the Shade Tree Commission and the EAC along with Stormwater Authority received two grants and will make a sample demonstrator Pollinator and Raingarden at the Community Garden off of Ross Road.

Chair Garzillo also thanked Home Depot for the \$300 donation and said that Home Depot is looking forward to partnering with the Township. Then she said the last Concert Under the Stars is this weekend. She also noted all the activities every weekend in October including the Farmers Market, Community Fair and the Fall Fun Fest at Nor-View Farm.

PUBLIC COMMENT:

Mrs. Janet Barcaro brought up her concerns about the Brownlie Road Bridge again and said the person she spoke with from PennDOT said the Township should have received their approval today. Mr. Hamaday said he didn't receive the notice but will check with Mr. Hickman tomorrow to see if he received anything from PennDOT. Once they have the approval the project will go out to bid. By PA Law all contractors that meet the requirements can submit a proposal and the Township has to accept the lowest bid that qualifies, having bid security and a Pennsylvania License.

Next, resident Mr. James Daniels from 150 Ross Road, KOP stated that at last months meeting he complained about his neighbor making a berm in her yard 10 years ago to stop her property from flooding. This has created his property to flood as well as other neighbors and wants to know when is it going to be corrected. Mr. Hamaday said our codes department is looking into the situation.

Finally, Ms. Robin Westley from 914 Croton Road, Wayne thanked the Township for having PennDOT come out and dig across the street from her to correct her water problem.

She brought up concerns that the berm in front of her property is too large and has become a safety hazard. It was noted that the Township will look into this issue.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Vice-Chair Jenaway, seconded by Supervisor Philips, all voting "Aye" to adjourn the meeting at 9:21 pm. None opposed. Motion approved 4-0.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:

**CITIZEN BOARDS/COMMISSIONS VACANCIES**  
**AS OF OCTOBER 12, 2023**

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**Current Vacancies:**

CC Advisory Board Student Member	- 1 Vacancy
Economic & Comm Dev Committee	- 2 Vacancies
ECDC Student Member	- 1 Vacancy
Environmental Advisory Council	- 1 Vacancy
Farmers Market Student Member	- 1 Vacancy
Human Relations Commission	- 2 (Alternates)
Media Advisory Board Student Member	- 1 Vacancy
Public Safety Citizen Advisory Board	- 1 Vacancy
Public Safety Board Student Member	- 1 Vacancy
Shade Tree Comm Student Member	- 1 Vacancy
Upper Merion Foundation Sub-Committee	- 1 Vacancy
Upper Merion Historical Commission	- 3 Vacancies
UM Historical Comm Student Member	- 1 Vacancy
Zoning Hearing Board Alternate Member	- 1 Vacancy

**RESOLUTION 2023-33**

**RESOLUTION Standing with Israel as it defends itself against unprovoked attack and responds to the ever-growing humanitarian crisis.**

**WHEREAS**, on October 7, 2023, an unprovoked surprise attack was carried out on Israel by air, land, and sea, by Hamas Militants, and

**WHEREAS**, this atrocious large-scale surprise assault began with the slaughtering of Israelis citizens, the abducting of hostages in towns in southern Israel, including children and the elderly and has left more than 1,200 Israeli citizens dead, and

**WHEREAS**, at least 22 United States citizens in Israel are among those killed by the terrorist organization Hamas since the assault began, and

**WHEREAS**, Israel has declared war on Hamas and many nations, including the United States, have voiced their support for Israel's right to self-defense, and

**WHEREAS**, the world watched the violence and the brutality of the attack inflicted on innocent Israeli citizens, and

**WHEREAS**, this ongoing war has left many people in Israel traumatized mentally and physically by the attack; forced to shelter for safety and evacuate their homes to other parts of Israel, and

**WHEREAS**, this is a difficult time for not only for the citizens of Israel but also for Upper Merion residents who have family and friends in Israel and members in the Upper Merion Jewish community, and

**WHEREAS**, the Board of Supervisors supports the State of Israel and its citizens in this time of unprecedented attack, mourns those lives lost and urges the safe release of all hostages; and

**WHEREAS**, the Board of Supervisors join in their condemnation of the recent actions against the people of Israel and recognizes the need for humanitarian aid, and

**WHEREAS**, the Board of Supervisors will take every action necessary to ensure that our Israeli-American, Jewish, Palestinian-American and Muslim residents in our community will not be ostracized or discriminated against in any way as a result of the recent violent assault on Israel, and

**NOW, THEREFORE, BE IT RESOLVED** that Upper Merion Township stands with the Israeli people in the defense of their sovereign state, its democratic values, and their very lives; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors call on the residents of the Township to join with us in offering support to those victims of war and aid in any way possible to end the on-going humanitarian crisis.

**RESOLVED AND APPROVED this 12<sup>th</sup> day of October, 2023.**

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

**By:** \_\_\_\_\_  
**Anthony Hamaday, Township Secretary**

**By:** \_\_\_\_\_  
**Tina Garzillo, Chairperson**



**Proclamation  
Upper Merion Township  
Montgomery County, Pennsylvania**

**A proclamation proclaiming October 2023 Fire Prevention Month in Upper Merion Township and expressing support for our Fire & EMS Department for their dedicated work for the citizens and visitors of our Township.**

**Whereas**, the Upper Merion Township is committed to ensuring the health, safety, and security of all those living in and visiting our Community; and

**Whereas**, fire is a serious public safety concern both locally and nationally, single and multi-family homes are the locations where our citizens and visitors are at the greatest risk from fire; and

**Whereas**, according to the National Fire Protection Association, fire departments in the United States responded to over 330,000 fires in single and multi-family homes in 2021, which resulted in over 12,000 injuries to citizens; cooking fires was the leading cause of reported home fires and civilian injuries, caused an average of 166,430 home fires per year; and

**Whereas**, NFPA announced, "Cooking safety starts with YOU" as the theme for Fire Prevention Week, October 8-14, 2023. The theme reinforces the critical importance of developing a home escape plan with all members of the household and practicing it regularly.

**Whereas**, the "Key Messages" that Upper Merion Township Fire & EMS Department members want to give our citizens are:

1. Be on alert! If you are sleepy or distracted, don't use the stove or stovetop.
2. Stay in the kitchen while you are frying, boiling, grilling, or broiling food. If you have to leave the kitchen for even a short period of time, turn off the stove.
3. If you are simmering, baking, or roasting food, check it regularly, remain in the home while food is cooking, and use a timer to remind you that you are cooking.
4. Keep anything that can catch fire – oven mitts, wooden utensils, food packaging, towels or curtains away from your stovetop.
5. Smoke alarms should be installed inside every sleeping room, outside each separate sleeping area, and on every level of your home. Smoke alarms should be interconnected so that when one sounds, they all sound.
6. In an emergency, get everyone out of your home and call 9-1-1.

**Whereas**, all members of the Upper Merion Township Fire & EMS Department are dedicated to reducing the occurrence of home fires and home fire injuries by providing community-based fire prevention education and intervention; and

**Whereas**, our residents are asked to be responsive to public education measures and should take personal steps to increase their safety from fire, especially in their homes.

Be it resolved by the Board of Supervisors for Upper Merion Township, Montgomery County, Pennsylvania, this 12<sup>th</sup> day of October 2023.

**ATTEST:**

\_\_\_\_\_  
Anthony Hamaday, Township  
Manager/Secretary

\_\_\_\_\_  
Tina Garzillo, Chairperson



JAMES W. JOHNSON  
Chief

# UPPER MERION TOWNSHIP FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

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175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
Business: 610-265-2608

## MEMO

To: Thomas Nolan, Director of Public Safety

From: James W Johnson, Chief of Upper Merion Township Fire & EMS

Date: 21 September 2023

Subject: EMS Captain Promotion Request

---

Since the resignation of Megan Carr, Corey Felker has been serving as acting captain on the EMS B-Platoon. Paramedic Felker is the next and only member left on the list for EMS Captain Promotion. I am seeking approval to promote Paramedic Felker to the rank of EMS Captain. If approved, can his promotional swearing-in be placed on the October 2023 Board of Supervisor agenda. Thank You.



JAMES W. JOHNSON  
Chief

# UPPER MERION TOWNSHIP FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

---

175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
Business: 610-265-2608

## MEMO

To: Thomas Nolan, Director of Public Safety  
From: James W Johnson, Chief of Upper Merion Township Fire & EMS  
Date: 21 September 2023  
Subject: Full Time Paramedic Request

---

Christian Reiner has been a part time employee for several years with Upper Merion Township. He achieved his paramedic certification in January 2022 which further helped our organization as he filled in part time for full time paramedics that were off vacation, PTO, or sick. This enabled UMT Fire & EMS to keep a second unit on status countless times with an ALS capable service. Paramedic Reiner currently has medical command from Dr. Pulley as a part time paramedic and would transition seamlessly into the role of a full-time medic on the 24/72 B-platoon. Additionally, this will save the department many hours of overtime and part time costs for the current vacancy. If approved, I am requesting he be added to the October 2023 Board of Supervisor meeting to be sworn-in with a start date the week of October 16, 2023. This will solidify the core group of 16 paramedics on the 24/72 shift.



JAMES W. JOHNSON  
Chief

# UPPER MERION TOWNSHIP FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

---

175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
Business: 610-265-2608

## MEMO

To: Thomas Nolan, Director of Public Safety  
From: James W Johnson, Chief of Upper Merion Township Fire & EMS  
Date: 21 September 2023  
Subject: Full Time EMT

---

Jason Ivey has completed the psychiatric review, physical fitness test, drug screening, and has been background vetted for full time employment as an EMT with Upper Merion Township Fire & EMS. I am seeking permission to have his start date on October 2, 2023. He will do two weeks of orientation and then start the B-power shift the week of October 16, 2023. I am also seeking permission to have the official swearing-in at the next Board of Supervisors meeting October 12, 2023.

5 years

Edward Backetti  
Alexis Rozecki

10 years

Neil Hemmerle  
Michael DeStefano Jr.  
William Helenski  
Christine Helenski

15 years

Matthew Curl  
Stacy Gensert

20 years

Jenifer Daywalt  
William Vanderslice  
Michael Kiczula  
Derek Weiler

25 years

Darryl Bacchi  
Josphe Bartlett  
Andre Davis

30 years

Robin Kelsh  
Dennis Orangers  
Michael Rotay

35 years

Michael DeStefano Sr

40 years

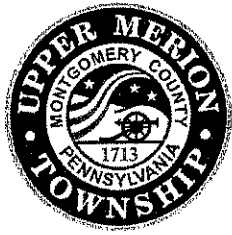
Carl Shivick

50 years

Raymond Barkmeyer  
Robert Griffith Sr.

55 years

Gerald Dolga



## UPPER MERION TOWNSHIP BOARD OF SUPERVISORS

175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
610-265-2600  
FAX: 610-265-0482  
[www.umtownship.org](http://www.umtownship.org)

### BOARD OF SUPERVISORS

TINA GARZILLO  
CHAIRPERSON

WILLIAM JENAWAY, PhD  
VICE-CHAIRPERSON

CAROLE KENNEY  
GREG PHILIPS  
GREG WAKS

### TOWNSHIP MANAGER/ SECRETARY-TREASURER

ANTHONY HAMADAY

### TOWNSHIP SOLICITOR

FIRM OF:  
Kilkenny Law

September 25, 2023

Mr. Christian Montero  
625 S. Goddard Boulevard  
Apartment 308  
King of Prussia PA 19406

Dear Christian,

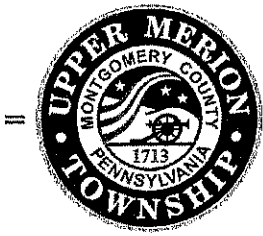
On Behalf of the Board of Supervisors and myself, I would like to take this opportunity to congratulate you on your selection as a recipient of the **2023 Bernard S. Gutkowski, Sr. Firefighter of the Year Award** for outstanding firefighting service to Upper Merion Township. The Board of Supervisors, Township staff, residents of the Township, and myself express gratitude and appreciation for your volunteer service to the safety and welfare of this community.

In order to acknowledge this recognition, you are cordially invited to attend the Board of Supervisors meeting on Thursday evening, **October 12, 2023** at 7:00 p.m. in Freedom Hall in the Township building. At that time, the Board will present you with the award for the invaluable volunteer service you render to the community.

I would appreciate if you would reply to this invitation by calling Cathy Dolan at 610-265-2600 or emailing at [cdolan@umtownship.org](mailto:cdolan@umtownship.org). I look forward to seeing you on **October 12<sup>th</sup>**.

Very truly yours,

Anthony T. Hamaday  
Township Manager



# UPPER MERION TOWNSHIP

## BOARD OF SUPERVISORS

175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
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GREG WAKS

### TOWNSHIP MANAGER/ SECRETARY-TREASURER

ANTHONY HAMADAY

### TOWNSHIP SOLICITOR

FIRM OF:  
Kilkenny Law

September 25, 2023

Mr. Charles Davis  
641 Lincoln Road  
Birdsboro, PA 19508

Dear Chuck,

On Behalf of the Board of Supervisors and myself, I would like to take this opportunity to congratulate you on your selection as a recipient of the **2023 Mary Bacchi Emergency Medical Services Responder of the Year Award**. The Board of Supervisors, Township staff, residents of the Township, and myself express gratitude and appreciation for your outstanding emergency medical service to the community.

In order to acknowledge this recognition, you are cordially invited to attend the Board of Supervisors meeting on Thursday evening, **October 12, 2023** at 7:00 p.m. in Freedom Hall in the Township building. At that time, the Board will present you with the award for the invaluable service you render to the community.

I would appreciate if you would reply to this invitation by calling Cathy Dolan at 610-265-2600 or emailing at [cdolan@umtownship.org](mailto:cdolan@umtownship.org). I look forward to seeing you on **October 12<sup>th</sup>**.

Very truly yours,

Anthony T. Hamaday  
Township Manager

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

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF UPPER MERION TOWNSHIP, MONTGOMERY COUNTY,  
PENNSYLVANIA, RENAMING CHAPTER 4 AS “COLLECTION FEES” AND  
PROVIDING FOR ATTORNEY FEES, COLLECTION FEES, COSTS, AND INTEREST TO  
BE ADDED FOR UNPAID MUNICIPAL CLAIM COLLECTIONS  
FOR DELINQUENT ACCOUNTS**

**WHEREAS**, the Pennsylvania Second Class Township Code authorizes the Board of Supervisors of Upper Merion Township to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care, and control of the Township and the maintenance of peace, good government, health and welfare of the Upper Merion Township (“Township”) and its citizens; and

**WHEREAS**, to be fair to all taxpayers and other residents of the Township, it is necessary for the Township to recover promptly unpaid, delinquent sewer fee accounts, if necessary, by legal proceedings; and

**WHEREAS**, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the “Act”), provides a statutory framework for Municipalities to collect unpaid Tax Claims and Municipal Claims; and

**WHEREAS**, § 7101 of the Act authorizes a municipality levying Taxes, Tax Claims, Tax Liens, Municipal Claims and/or Municipal Liens that become delinquent (each, an “Unpaid Claim”) to recover the Charges, Expenses, Commissions and Fees incurred in the collection of the Unpaid Claims (the “Collection Expenses”) as Charges, Expenses and Fees included together with the applicable Unpaid Claim; *provided*, that such Collection Expenses are approved by legislative action of such municipality; and

**WHEREAS**, § 7106(a.1) of the Act requires that the applicable Municipality adopt by ordinance a schedule of Attorney Fees for any Attorney Fees incurred in connection with the filing, preservation and collection of any Delinquent Account, including any Unpaid Claim; and

**WHEREAS**, the Township has determined after due deliberation and investigation, that it is in the best interest of the Township to collect certain Unpaid Claims pursuant to the Act (such Unpaid Claims, “MCTLA Unpaid Claims”) and, after careful review of the Attorney Fees and Collection Fees set forth in this Ordinance, to approve and adopt such Attorney Fees and Collection Fees pursuant to this Legislative Action in accordance with the Act; and

**WHEREAS**, the Board of Supervisors has met the procedural requirements of the Second Class Township Code for the adoption of the proposed ordinance, including advertising and holding a public hearing; and



**WHEREAS**, the Board of Supervisors, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety, and general welfare of the residents of Upper Merion Township will be served by this amendment of the Upper Merion Township Code to provide for certain delinquent account collections;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors of the Upper Merion Township, Montgomery County, Pennsylvania, it is hereby enacted and ordained by the authority of same, as follows:

**SECTION I. Code Amendment. Chapter 4, Attorney’s Fees, is hereby renamed “Collection Fees”, deleted in its entirety, and replaced with the following sections:**

**Chapter 4. COLLECTION FEES**

**§ 4-1. Fees to be Added to Unpaid Claims.**

The fees set forth below are hereby adopted, approved and determined to be reasonable, including, without limitation, as contemplated by §7106 of the Municipal Claims and Tax Liens Act (“MCTLA”). The fees set forth below shall be included and added to applicable MCTLA unpaid claims, including, but not limited to, claims related to taxes, tax claims, tax liens, municipal claims and/or municipal liens subject to the MCTLA that become delinquent. Such fees are imposed for the Township to Township to recover its charges, expenses, commissions and fees incurred in the collection of such unpaid claims:

**A. Attorney Fees.**

Initial review and sending first legal demand letter	\$175.00
File Lien and prepare Satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain re-issued Writ	\$175.00
Prepare Praeceptum to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Prepare Motion for Alternate Service	\$250.00
Prepare Motion to Consolidate Claims	\$250.00

Amend claim to add United States as defendant	\$250.00
Prepare Writ of Execution	\$800.00
Preparation for sheriff's sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue Sheriff's Sale	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Preparation and service of Subpoena	\$100.00
Presentation of Motion or Petition	\$ 50.00
Services not covered above	At an hourly rate between \$75.00-\$275.00 per hour

**B. Collection Fees.**

Validation notice	\$ 25.00 per notice
Notice of delinquent claim and fee shifting	\$ 40.00 per notice, plus applicable postage
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Handling fee for returned check	\$ 25.00

C. **Associated Costs.** In addition to the fees set forth above, the amount of out-of-pocket charges, costs, expenses, commissions and fees incurred in connection with the filing, preservation and collection of the MCTLA unpaid claims, including, but not limited to, prothonotary fees and charges, sheriff fees and charges, postage expenses, title search expenses, vehicle identification number (VIN) search expenses, skip tracing and/or other investigatory service expenses, and the costs, fees, charges and/or expenses arising out of any payment by any credit card, debit card or any other payment medium, are hereby approved and shall be included, upon incurrence, together with the applicable MCTLA unpaid claim.

D. **Interest.** Interest will be assessed upon the MCTLA unpaid claims at a rate of 10% per annum and added to the MCTLA unpaid claim(s). The Township is permitted to waive any interest on any MCTLA unpaid claim when the Township or any attorney and/or third party collector collecting the unpaid claim believes, in its discretion, that such amount is *de minimis* or that the cost or burden of continuing collection outweighs the benefit of collecting the interest.

**§ 4-2 through § 4-5. Reserved.**

**SECTION II. Severability.** The terms, conditions and provisions of this Ordinance are hereby declared to be severable, and, should any portion, part, or provision of this Ordinance be found by a court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, the Upper Merion Township Board of Supervisors hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Ordinance, and the remainder of the Ordinance shall remain in force.

**SECTION III. Repealer.** Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

**SECTION IV. Effective Date.** This Ordinance shall become effective upon enactment as provided by law.

**SECTION V. Failure to Enforce Not a Waiver.** The failure of Upper Merion Township to enforce or delay enforcement of any provision of this Ordinance shall not constitute a waiver by Upper Merion Township of its rights to future enforcement hereunder.

**ORDAINED AND ENACTED** by the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Anthony Hamaday, Township Secretary

By: \_\_\_\_\_  
Tina Garzillo, Chair  
Upper Merion Township  
Board of Supervisors

**RESOLUTION NO. 2023-29**

**DISPOSITION OF TOWNSHIP RECORDS**

WHEREAS, by virtue of Resolution 2014-32, adopted on June 26, 2014, Upper Merion Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records approved in December 2008; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes final disposition on or after June 15, 2023 of the following public records:

120 Boxes	Board of Supervisors Meeting Files
20 Boxes	Miscellaneous Administration Correspondence Files

AND FURTHER BE IT RESOLVED that the final disposition action will be carried out by DocuVault and certification received by the Township to this effect.

RESOLVED this 12<sup>th</sup> day of October, 2023 by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS

---

ANTHONY HAMADAY  
TOWNSHIP MANAGER

---

TINA GARZILLO  
CHAIRPERSON



THOMAS M. NOLAN  
CHIEF OF POLICE

# UPPER MERION TOWNSHIP POLICE DEPARTMENT

175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
Business: 610-265-3232

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Upper Merion Township and the King of Prussia Mall concerning police coverage for the King of Prussia Mall for the period of October 1, 2023 through December 31, 2024.

- 1) The Upper Merion Township Police Department recognizes the King of Prussia Mall's importance to the community and region. The Upper Merion Township Police Department agrees to provide a high level of policing to the King of Prussia Mall on a 24/7 basis, 365 days per year.
- 2) The Upper Merion Township Police Department shall provide two uniformed police officers to patrol the interior of the King of Prussia Mall on Fridays and Saturdays for 4 hours each day (typically from 5:00 PM to 9:00 PM), 52 weeks per year. These details will be compensated at the current off-duty detail rate.
  - a. For the months of October, November and December of 2023 this will be:  
**208 hours X \$101.00 = \$21,008**
  - b. For the full year of 2024 this will be:  
**832 hours X \$101.00 = \$84,032**
  - c. The total amount, for the purposes of this section is **\$105,040**
  - d. If additional officers are added to the detail it will be calculated at the above rate.
- 3) The King of Prussia Mall provides the Upper Merion Township Police Department with a police substation at the Plaza, with 24/7 access for the police to perform their duties.
  - a. The maintenance and cleaning costs of the substation will be funded by the King of Prussia Mall.
- 4) The King of Prussia Mall acknowledges that the activities at the mall complex impacts the resources (both sworn and non-sworn) of the Upper Merion Township Police Department. The King of Prussia Mall agrees to pay an impact fee to Upper Merion Township and an administrative fee for the year 2024.
  - a. 50% of base patrolman salary (**\$129,760**) = **\$64,880**

b. An administrative fee of \$2,000 for non-sworn administrative activities

5) The total cost for the term of this agreement will be as follows:


a. Weekend Details:	<b>\$105,040</b>
b. Impact Fee:	<b>\$64,880</b>
c. Administrative Fee:	<b>\$2,000</b>
d. Total Cost:	<b>\$171,920</b>

6) This fee will be paid in equal monthly (15 months) installments of **\$11,461**

This Agreement (i) shall inure to the benefit of each of the parties hereto and their predecessors, successors and assigns, (ii) constitutes the entire agreement among the parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements of the parties, (iii) cannot be amended, modified, or supplemented except by a writing signed by all parties hereto and (iv) may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any counterpart of this Agreement may be delivered via facsimile, email or other electronic transmission, and shall be legally binding upon the parties hereto to the same extent as originals.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of **September 27<sup>th</sup>, 2023.**

**UPPER MERION TOWNSHIP POLICE DEPARTMENT**

By:   
Thomas Nolan  
Chief of Police

**UPPER MERION TOWNSHIP**

By: \_\_\_\_\_  
Anthony Hamaday  
Township Manager

**KING OF PRUSSIA MALL**

By:   
Robert Hart  
Mall Manager

**AGREEMENT FOR COLLECTION OF  
DELINQUENT MUNICIPAL CLAIMS ON BEHALF OF  
UPPER MERION TOWNSHIP**

Upper Merion Township (“Township”) and Portnoff Law Associates, Ltd. (“PLA”) hereby enter into this Agreement for Collection of Delinquent Municipal Claims on Behalf of Township (the “Agreement”), pursuant to the following terms and conditions:

**1. Retention.** Township hereby retains PLA to collect its delinquent sewer fee accounts for *in rem* collection pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the “MCTLA”). All sewer fee accounts that have been declared delinquent by Township prior to this Agreement that Township seeks PLA to collect under this Agreement, and all sewer fee accounts that become delinquent during the term of this Agreement, shall be forwarded to and placed with PLA as Township’s exclusive collection agent. Township must pay to PLA an annual fee of \$2,500 per year for the first two years of this Agreement unless it places at least fifty (50) delinquent accounts at the initial placement. PLA shall have the discretion to refuse to accept or return any account. All accounts that have been or will be placed with PLA for collection shall hereinafter be referred to individually as an “Account,” or collectively as the “Accounts.” During the term of this Agreement, PLA shall have the exclusive right to collect the Accounts until the Accounts are paid in full (including all incurred PLA Fees and Costs, as defined in Section 4(b) below). PLA shall not be responsible under this Agreement to: (i) collect claims in assumpsit; or (ii) defend challenges to Township’s ability to collect the underlying sewer fee.

**2. Term.** The initial term of this Agreement shall expire on December 31, 2025, subject to Section 15 below. After the initial term, this Agreement shall be renewed automatically under the same terms and conditions for additional two-year terms, unless either party provides written notice of termination to the other no later than ninety (90) days prior to the expiration of any current term.

**3. Obligations of PLA.** PLA agrees, on behalf of Township, to:

- (a) undertake the *in rem* collection of the Accounts in accordance with the MCTLA;
- (b) respond in a timely manner to all requests and inquiries by Township for information concerning any Account;
- (c) collect, account for, and pay over to Township, the proceeds of the Accounts collected pursuant to this Agreement, less any attorney fees and other charges, expenses and fees payable to PLA; and
- (d) provide financial information to auditors working on behalf of Township with respect to routine annual audits.

**4. Obligations of Township.** Township agrees, as a condition precedent to PLA's obligations hereunder, to:

- (a) provide PLA with the following information in electronic format with respect to each delinquent Account, which Township confirms is lawfully due and owing to Township: (i) name of each property owner(s); (ii) property address; (iii) billing address; (iv) tax parcel number; (v) account number associated with the delinquency; (vi) vehicle identification number (VIN) for mobile homes; (vii) assessed value of the property; (viii) docket numbers and copies of any liens, judgments or open litigation filed against the parcel by Township; (ix) the amount of the delinquency, including an itemized and detailed breakdown of the dates and amounts of the following figures comprising the balance: principal, penalty, interest, finance charges, administrative fees, legal fees, costs, and any other individual charges; and (x) an itemized and detailed breakdown of the dates and amounts of any payments or credits applied to the Account;
- (b) enact and maintain in full force and effect, and provide to PLA, any and all ordinances and resolutions required to: (i) collect the underlying municipal claim; (ii) authorize the entry into this Agreement by Township; (iii) authorize PLA's attorneys to sign and file liens on behalf of Township; and (iv) authorize the imposition upon the delinquent property owner(s) of all attorney fees, unreimbursed costs, and other charges, expenses and fees charged or incurred by PLA, including all attorney fees, unreimbursed costs, and other charges, expenses and fees charged or incurred by any attorney(s) retained by PLA (collectively, "PLA Fees and Costs"), in connection with any Account;
- (c) provide PLA with cooperation and candor at all times, and respond in a timely manner to all requests and inquiries PLA may have with regard to an Account or other matters related to this Agreement;
- (d) adopt a policy whereby requests for hardship exemptions can be properly evaluated, and PLA will assist, upon request, in the establishment and administration of such a policy without additional charge;
- (e) upon receipt of a payment from a property owner on any Account, notify PLA of receipt of such payment and tender such payment to PLA;
- (f) forward to PLA, in a timely manner, all legal notices, including all bankruptcy notices and notices of sale, received by Township relating to any Account, real property or property owner against which PLA is collecting any Account; and
- (g) with respect to any claim commenced by or against Township that in any way relates to the collection of delinquent municipal claims or any Account:
  - (i) inform PLA, in a timely manner, of such claim; (ii) keep PLA advised, in



a timely manner, of any developments that arise; (iii) allow PLA to have meaningful involvement in Township's prosecution or defense of the claim; and (iv) allow PLA to intervene as a party in any litigation.

The failure of Township to fully comply with any of its obligations in Sections 4(a) through 4(g) above shall constitute grounds to terminate this Agreement. In the event that Township is unable to provide PLA with the information required in Section 4(a) in electronic format, Township may hire PLA to convert the data into electronic format at an hourly rate of \$60.00. In the event that the data provided contains errors or is not calculated or recorded in a manner that will allow PLA, in its discretion, to proceed with collection, Township may hire PLA to reconcile the records at an hourly rate of \$100.00. In either instance, PLA will not proceed without express approval from Township.

**5. Bankruptcy of Property Owner.** As set forth in Section 4(f) above, it is important that Township forward all bankruptcy notices and pleadings to PLA. In the event that PLA receives notice of a property owner's bankruptcy filing at least thirty (30) days prior to the deadline for filing proofs of claim in a Chapter 13 bankruptcy case, PLA will file a proof of claim on behalf of Township for all pre-petition Accounts that have been placed with PLA for collection. Unless Township enters into a separate agreement with PLA to represent Township in the property owner's bankruptcy case, PLA will cease its collection efforts on all Accounts for the bankrupt property owner while the bankruptcy case is open, and will resume its collection efforts after the case is closed.

**6. Mobile Homes and Trailers.** As set forth in Section 4(a) above, Township shall provide PLA with the vehicle identification number (VIN) for each mobile home and trailer associated with an Account. PLA shall not be obligated to proceed with collection on any Account where the mobile home or trailer is taxed separately from the real estate.

**7. Sale, Assignment, or Transfer by Township.** The sale, assignment, or transfer by Township, in whole or in part, of its rights with respect to any Account or with respect to Township's current or future sewer fees, delinquent sewer fees, municipal liens, or municipal claims, during the current term or future term of this Agreement, to any person, persons, entity or entities, without the prior written consent of PLA, shall constitute a breach of this Agreement and shall constitute grounds for PLA to immediately terminate this Agreement.

**8. Consideration.** In consideration of PLA's performance of its obligations under this Agreement, Township hereby agrees to incur the attorney fees and other charges, expenses and fees payable to PLA in the amounts set forth in Exhibit "A" hereto (or as amended with PLA's consent by future ordinance of Township), which amounts Township acknowledges are fair and reasonable, and to reimburse PLA for all PLA Fees and Costs, subject to Section 10 below. Township agrees that all PLA Fees and Costs, in connection with any Account, shall be part of the lien on the real property subject to the Account, and shall remain part of the lien until satisfied by payment in full of all PLA Fees and Costs.

**9. Outside Attorneys.** PLA shall be permitted, at its discretion, to utilize outside attorneys to assist PLA in the collection of the Accounts under this Agreement. The fees of such outside attorneys shall not exceed the amounts referenced in Exhibit "A" hereto (or as amended

with PLA's consent by future ordinance of Township).

**10. Payment and Reimbursement of PLA Fees and Costs.** Except as set forth in this Section 10 and Sections 11 and 15 below, PLA shall attempt to collect PLA Fees and Costs directly from the delinquent property owner, pursuant to the MCTLA. PLA will not pursue payment of PLA Fees and Costs directly from Township, unless:

- (a) Township, for non-economic reasons, suspends collection on any Account prior to payment in full. The failure to approve PLA's request to list any real property for sheriff's sale shall be deemed a suspension of collection. Township shall not incur any liability to PLA for suspending collection on any Account prior to payment in full if PLA agrees that suspension is warranted. An Account shall not be considered to be "paid in full" unless all PLA Fees and Costs, in connection with any Account, are paid in full; or
- (b) collection of any Account is discontinued, dismissed or delayed due to an error on the part of Township; or
- (c) Township sells, assigns or transfers any Account to any person, persons, entity or entities, other than PLA; or
- (d) this Agreement is terminated and Township instructs PLA to cease collection of any Account; or
- (e) this Agreement is terminated by PLA pursuant to Section 4 or Section 7 above.

In the event of the occurrence of any of the actions set forth in Sections 10(a) through 10(e) above, Township immediately shall pay to PLA all outstanding PLA Fees and Costs, in connection with any Account.

In the event that any payment or partial payment on any Account is made directly to Township, or should Township be obligated to make any payment to PLA under this Agreement, Township shall immediately tender said payment to PLA. Should Township fail to tender to PLA any payment owed to PLA within sixty (60) days of PLA's request therefor, Township agrees that PLA shall be permitted to withhold the amount of said payment from Township's remittances and apply same to the amount owed to PLA.

**11. Notice of Delinquent Claim and Fee Shifting.** On behalf of Township, PLA shall provide property owners with notice of the delinquent claim and fee shifting required under Section 7106 of the MCTLA. The Account will be charged a fee of \$40.00, plus applicable postage, per notice, to partially cover the costs associated with: (i) setting up a computerized file and data base for the Account; (ii) providing the initial notice of delinquent claim and fee shifting; (iii) communicating with property owners and establishing and monitoring hardship plans; and (iv) accounting to Township for any monies received in response to the notice. Township will only be directly charged for the cost of sending out the first notice and applicable postage (collectively, the "Notice of Claim Charge"), and any cost for additional notices will be charged to the Account. Township shall adopt an ordinance that authorizes charging the above amounts to

the delinquent property owner, and upon collection, Township shall be reimbursed for the Notice of Claim Charge.

**12. Application of Payments Received by PLA; Interest Waiver.** Amounts recovered by PLA or Township pursuant to this Agreement will be applied to the Accounts in the following order of priority: (i) reimbursement of costs and expenses incurred by PLA or any attorney(s) retained by PLA; (ii) attorney fees and other charges, expenses and fees charged by PLA or any attorney(s) retained by PLA; and (iii) amounts payable to Township, including the face amount of the municipal claim, the penalty, the Notice of Claim Charge, and interest. Township hereby authorizes PLA to waive, on behalf of Township, any interest due by any property owner to Township so long as PLA believes, in its discretion, that such amount is *de minimis* or that the cost or burden of continuing collection outweighs the benefit of collecting the interest.

**13. Remittance and Reporting by PLA.** PLA will remit funds collected no less frequently than once per month, and weekly when the amounts payable to Township exceed \$1,000. Remittance will be made directly to Township's designated account via an automated clearing house (ACH) transfer. For each remittance, PLA will send Township a detailed accounting in an easy-to-read format via email. In the event that Township requires additional accounting information, record organization or custom financial reporting, Township shall be charged at an hourly rate of \$100.00 for this service, with a minimum charge of \$40.00 per request.

**14. Payoff Information.** PLA shall provide payoff information in response to requests made by third parties, including, but not limited to, mortgage companies and title insurance companies. In consideration of providing payoff information, PLA shall be permitted to charge the requestor a fee of \$25.00 per parcel, per request. This Section 14 does not apply to requests made under the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, *et seq.*

**15. Rights on Termination.** Upon termination of this Agreement, PLA shall have the exclusive option to continue to act, pursuant to the terms and conditions of this Agreement, as the exclusive collector of all Accounts that have not been paid in full, as defined in Section 10(a) above. In the event that this Agreement is terminated by either Township or PLA, and PLA ceases to act as the exclusive collector of any Account, Township will take all steps necessary to free PLA of any obligation to perform further, including:

- (a) Township shall immediately execute and deliver any documents that are necessary to allow PLA to formally withdraw its appearance in any and all pending litigation;
- (b) Township shall immediately pay to PLA all unreimbursed costs and expenses incurred by PLA or incurred by any attorney(s) retained by PLA, in connection with any Account;
- (c) Township agrees that PLA shall be entitled to retaining and charging liens on the Accounts, collections, recoveries, municipal claims and client papers of Township to secure the payment of all PLA Fees and Costs, in connection with any Account; and

- (d) Township agrees that all PLA Fees and Costs, in connection with any Account, shall be part of the lien on the real property subject to the Account, and shall remain part of the lien until satisfied by payment in full.

PLA shall have the right to terminate this Agreement immediately by providing written notice of termination to Township upon the occurrence of any of the following events: (a) Township fails to perform or comply or breaches any material provision of this Agreement, including those set forth in Section 4 or Section 7 above; or (b) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of Township herein or in any document delivered in connection herewith shall be incorrect in any material respect when made; or (c) if any litigation, administrative proceeding or investigation ensues or is threatened involving this Agreement, or any agreement between PLA and Township, and the adverse result of such litigation, proceeding or investigation would have, in PLA's opinion, a material adverse effect on either PLA's or Township's ability to perform its obligations hereunder (collectively, a "Termination Event"). In the event of a Termination Event or should Township terminate this Agreement and request the return of any Account to Township, or the transfer of any Account to any person(s), entity or entities other than PLA, in addition to the rights listed in Sections 15(a) through 15(d) above, Township also shall immediately pay to PLA all PLA Fees and Costs, in connection with any such Account, and Township agrees that PLA shall be permitted to withhold all payments to Township from Township's remittances and apply same to the amount owed to PLA until all PLA Fees and Costs have been paid in full.

**16. Indemnity and Liability.** PLA shall indemnify and hold harmless Township from and against any and all errors or omissions of PLA in the collection of the Accounts. Township shall indemnify and hold harmless PLA from and against any and all losses, damages, claims, judgments, and costs of defense, including attorney fees, arising from any and all acts or omissions of Township in connection with the property owner(s) or the collection of the Accounts, including, but not limited to, the placement for collection with PLA of an Account that is determined to be unauthorized by law in whole or in part, or the providing of and/or failure to update incorrect, inaccurate or incomplete information by Township, or the failure of the property owner to receive notice of the underlying obligation, or the failure of Township to provide information to PLA, or the failure of Township to fulfill any of its obligations under this Agreement.

Except as otherwise disclosed to PLA, there are no actions, suits or proceedings by or before any arbiter or governmental authority pending against or, to the knowledge of Township, threatened against or affecting Township, that could reasonably, individually or in the aggregate, be expected to materially and adversely affect the ability of PLA or Township to perform their obligations under this Agreement. In the event that PLA must refund any amounts paid by a property owner, including PLA Fees and Costs, as a result of a claim that the property owner failed to receive notice of the underlying obligation or that the amount of any municipal claim is determined by a court of law to be excessive, mistakenly assessed, unreasonable or not authorized by law, Township will pay directly to the property owner the amount that PLA is required to refund and will immediately pay to PLA all unpaid fees and costs incurred by PLA in connection with all such Accounts.

**17. Conflict of Interest Waiver.** There may be situations where PLA represents more than one municipal creditor (or assignee thereof) holding liens on a given property. To the extent that payments are received by PLA that are allocable to more than one delinquent account, a potential conflict of interest could arise, as one client may be paid before another. In these cases, payments will be applied to accounts as determined by PLA in its sole discretion, unless otherwise required pursuant to applicable law. To the extent that the property is sold at a sheriff's sale free and clear of liens and encumbrances, a potential conflict of interest could arise, given that the sale may divest all or part of the claims of one or more clients. Because distribution of the sale proceeds is made by the sheriff's office in accordance with established law, PLA does not believe that representing multiple creditors (or any assignee thereof) will impede PLA's ability to fairly and effectively represent each client. Township confirms that it is aware of these issues and agrees to waive any potential conflicts of interest that may arise.

**18. Dispute Resolution; Waiver of Jury Trial.** Township and PLA agree that any dispute arising out of, or relating to, this Agreement, or the subject matter thereof, whether sounding in tort, contract or otherwise, shall be submitted to binding arbitration, to be conducted by a single arbitrator agreed to by Township and PLA in accordance with the rules of the American Arbitration Association, in lieu of any judicial determination of the dispute. In the event the parties are unable to agree upon an arbitrator, either party may petition the Court of Common Pleas of Montgomery County for the appointment of an independent arbitrator. Both parties waive the right to bring judicial proceedings in connection with any dispute arising under or relating to this Agreement, including the right to a trial by jury.

**19. Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**20. Assignment.** Neither Township nor PLA shall assign this Agreement, or any part thereof, without the prior written consent of both Township and PLA. Any attempted assignment by either party without such consent shall be null and void.

**21. Modification.** No term of this Agreement may be changed or modified without the written consent of both Township and PLA.

**22. Severability and Waiver.** In the event that any portion of this Agreement is declared invalid by legislation, or order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein, and the remainder of the Agreement shall be enforced with the invalid term omitted. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future enforcement of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**23. Headings.** The headings used in the sections, paragraphs and clauses of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**24. Survival.** All representations, warranties, covenants and agreements made herein shall survive the execution and delivery hereof and shall continue in full force and effect so long as any incurred PLA Fees and Costs remain outstanding. Sections 8, 10, 12, 13, 14, 15, 16, 18 and this Section 24 of the Agreement shall survive and remain in full force and effect regardless of the termination of this Agreement or any provisions hereof.

**25. Effective Date.** Notwithstanding anything to the contrary herein, this Agreement shall not become binding and effective until the date on which each of the following conditions is satisfied (or waived by PLA in its sole discretion): (i) the Agreement has been executed by Township and PLA; (ii) PLA has accepted as satisfactory Township's delinquent account data; (iii) the representations and warranties of Township shall be true and correct in all material respects; (iv) no event that allows for the termination of the Agreement has occurred; and (v) the execution, delivery and performance by Township of this Agreement have been duly authorized by all necessary action of Township.

**26. Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto concerning the subject matter set forth herein and supersedes all prior or contemporaneous oral and/or written agreements and representations not contained herein concerning the subject matter of this Agreement. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by counsel of their own choosing and to negotiate the terms hereof, and that no party is deemed the drafter of this Agreement.

**UPPER MERION TOWNSHIP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

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

Name:

Title:

**PORTNOFF LAW ASSOCIATES, LTD.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michelle R. Portnoff, Esquire

Title: President

**EXHIBIT "A"**

**Legal Fees**

Initial review and sending first legal demand letter	\$175.00
File Lien and prepare Satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 50.00
Prepare Default Judgment	\$175.00
Research, prepare and obtain re-issued Writ	\$175.00
Prepare Praecipe to Amend	\$100.00
Prepare Motion to Amend	\$150.00
Prepare Motion for Alternate Service	\$250.00
Prepare Motion to Consolidate Claims	\$250.00
Amend claim to add United States as defendant	\$250.00
Prepare Writ of Execution	\$800.00
Preparation for sheriff's sale; review schedule of distribution and resolve distribution issues	\$400.00
Prepare Motion to Continue Sheriff's Sale	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Preparation and service of Subpoena	\$100.00
Presentation of Motion or Petition	\$ 50.00
Services not covered above	At an hourly rate between \$75-\$275 per hour

**Collection Fees**

Validation notice	\$ 25.00 per notice
Notice of delinquent claim and fee shifting	\$ 40.00 per notice, plus applicable postage
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Handling fee for returned check	\$ 25.00

**Payoff Fee**

Providing guaranteed payoff to third parties	\$ 25.00
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**RESOLUTION 2023-30**

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

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**A RESOLUTION OF UPPER MERION TOWNSHIP  
APPOINTING SPECIAL COUNSEL FOR UNPAID DELINQUENT  
SEWER FEE COLLECTIONS**

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**WHEREAS**, on October 12, 2023, at a duly advertised meeting, the Upper Merion Township Board of Supervisors enacted an ordinance entitled: “AN ORDINANCE OF UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, RENAMING CHAPTER 4 AS “COLLECTION FEES” AND PROVIDING FOR ATTORNEY FEES, COLLECTION FEES, COSTS, AND INTEREST TO BE ADDED FOR UNPAID MUNICIPAL CLAIM COLLECTIONS FOR DELINQUENT ACCOUNTS”

**WHEREAS**, the Upper Merion Township Board of Supervisors desires to appoint special counsel for the purpose of collecting the unpaid delinquent sewer fee accounts for *in rem* collection pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended;

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Upper Merion Township, that the Township appoints **Michelle R. Portnoff, Esquire**, as special counsel for the Township for the limited purpose of collecting the unpaid delinquent sewer fee accounts for *in rem* collection pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended, and hereby authorizes her, and all attorneys employed by Portnoff Law Associates, Ltd., to sign any and all documents, including municipal claims and liens, on behalf of the Township.

**RESOLVED AND APPROVED** this 12th day of October, 2023.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Anthony Hamaday, Township Secretary

By: \_\_\_\_\_  
Tina Garzillo, Chairperson of  
Upper Merion Township  
Board of Supervisors



**RESOLUTION NO. 2023-31**

**DISPOSITION OF TOWNSHIP PERSONAL PROPERTY**

**WHEREAS**, Upper Merion Township is the owner of certain personal property hereinafter described, which the Board has determined should be sold or otherwise disposed of; and

**WHEREAS**, the personal property in question has an estimated minimum sale value for each vehicle/equipment as listed below.

**NOW, THEREFORE**, in consideration of the foregoing, it is hereby resolved by the Board of Supervisors of Upper Merion Township, as follows:

Upper Merion Township shall dispose of the following personal property at auction:

<b><u>Vehicle/Equip</u></b>	<b><u>VIN. #</u></b>	<b><u>\$ Est Value.</u></b>
Ford Escape	1FMYU93116KD34286	\$2000
Freightliner Jet/Vac	1FVHBXAK03HL72664	\$35,000

It is the estimate of the Board of Supervisors that said personal property has a total estimated sale value of **\$37,000.00**. J.J. Kane Auctions in Plymouth Meeting will handle the sale of these items.

The Township Manager is hereby authorized to dispose of the personal property mentioned above at auction.

**RESOLVED:** This 12<sup>th</sup> of October, 2023, by the Upper Merion Board of Supervisors.

ATTEST:

UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Anthony Hamaday  
TOWNSHIP MANAGER

\_\_\_\_\_  
Tina Garzillo  
CHAIRMAN

**RESOLUTION NO. 2023-32  
UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PA**

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**A RESOLUTION REDUCING POLICE OFFICERS' CONTRIBUTIONS TO THE POLICE  
PENSION PLAN FOR THE YEAR 2024**

---

**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 2024.

**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 2024.

**RESOLVED**, this 12th day of October, 2023 by the Board of Supervisors of Upper Merion Township.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
**ANTHONY T. HAMADAY  
TOWNSHIP MANAGER**

By: \_\_\_\_\_  
**TINA GARZILLO  
CHAIRPERSON**



ARRO Consulting, Inc.  
321 North Furnace Street, Ste 200  
Birdsboro, PA 19508  
P: (610) 374-5285

August 23, 2023

Mr. Geoff Hickman.  
Director of Public Works  
Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406

RE: Upper Merion Township;  
Abrams/Valley Brook/Trout Run Pump Stations  
Upgrades; Change Order #2. (CO #1 Correction).  
ARRO # 10962.14

Dear Geoff:

Please find attached one (1) copy of signed Change Order No. 2. This change order includes the contract change requested by Blooming Glen Contractors (Blooming Glen) under Contract AVBTR-1-21 of the Abrams/Valley Brook/Trout Run Pump Stations – Upgrade projects.

The dollar amount on this change order reflects the costs for revisions to the costs associated with previous Change Order #1 approved by the Township at the June 2023 supervisors meeting. Change Order #1 was for the Wet Tap/Line Stop Installation, Bypass Pumping, Piping/Valve modifications, and Restoration.

Blooming Glen indicated that when they received the estimate from their Wet Tap/Line Stop subcontractor. (LFC Construction), they did not correctly calculate the cost of that particular portion of the work per LFC's estimate. Essentially, they under-calculated it. Then, when Blooming Glen received LFC's invoice for the work, they realized what happened.

As a consequence, Blooming Glen is respectfully requesting consideration of a second change order to allow for the resultant difference that is owed to LFC for the Wet Tap/Line Stop portion of the work..

Attached is the following for review:

1. ARRO's Change Order Form (Change Order #2) and a tabulation of the breakdown of the costs specific to the Change Order.
2. Blooming Glen's Change Order Request.
3. LFC's Original Estimate (with notations as to what was missed in Blooming Glen's calculation from Change Order #1).
4. LFC's Invoice for their work.

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543  
P: (717) 569-7021 | [www.arroconsulting.com](http://www.arroconsulting.com)



ARRO Consulting, Inc.  
321 North Furnace Street, Ste 200  
Birdsboro, PA 19508  
P: (610) 374-5285

In addition, Blooming Glen is also requesting a formal time extension for the project due to delays in materials deliveries from the manufacturer (primarily related to the Trout Run Pump Station's new VFD). The requested extension is also noted on their Change Order.

We recommend that the Township consider and approve this change order (Change Order #2) to Blooming Glen in the amount of \$18,256.00 as well as the requested time extension.

The current amount for the General Contract is \$533,201.06. The change in the corrected costs for the wet tap and line stop will result in a revised total contract amount of \$551,452.06. If there are any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, which appears to read "William L. Bohner, Jr.", is written over a light blue circular stamp.

William L. Bohner, Jr., P.E.  
Project Manager

c: Rob McKernan – Upper Merion Township  
Dan Legerton – Upper Merion Township

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543  
P: (717) 569-7021 | [www.arroconsulting.com](http://www.arroconsulting.com)


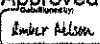
OUT-IN-FRONT. EVERY STEP OF THE WAY.

<b>ARRO Consulting, Inc.</b> 321 N. Furnace St., Suite 200 Birdsboro, PA 19508	<b>Change Order No. 2</b>		Contract No. AVBTR-1-21 Original Contract Date February 22, 2022 Base Contract Price: \$452,081.00 Engineer's Job No.: 10962.14 Owner's Job No.: -----
	Addition	\$18,256.00	
	Deduction		

<p style="text-align: center;"><b>Owner</b></p> <p><b>Name:</b> Upper Merion Township  <b>Address:</b> 175 W. Valley Forge Rd                  King of Prussia, PA 19406</p>	<p style="text-align: center;"><b>Contract For</b></p> <p style="text-align: center;">ABRAMS/VALLEY BROOK/TROUT RUN PS UPGRADES</p>
<p style="text-align: center;"><b>Contractor</b></p> <p><b>Name:</b> Blooming Glen Contractors, Inc.  <b>Address:</b> PO Box 55                  Skippack, PA 19474</p>	

Item No.	Description	Change Order		
		Amount	Granted Addition	Granted Deduction
A.	Correction/adjustment for the installation of the wet tap and line stop at the Abrams PS.	\$18,256.00	\$18,256.00	\$0.00
B.	Time Extension Request (Substantial Completion Sept. 30, 2023 and Final Completion Oct. 31, 2023).	\$0.00	\$0.00	\$0.00

<b>Totals</b>	<b>\$18,256.00</b>	<b>\$0.00</b>
Net Addition or Deduction this Change Order	\$18,256.00	
Base Contract Price	\$452,081.00	
Total Net Addition or Deduction by Previous Change Order(s)	\$81,120.06	
Total Amount of Contract Prior to these Change Orders	\$533,201.06	
Net Addition or Deduction these Change Orders	\$18,256.00	
Net Amount of Contract to Date	\$551,457.06	

Prepared By  ARRO Consulting, Inc.	Date 8/23/23	Approved By Contractor  Approved By Owner	Date 8/23/2023
			Date

**Blooming Glen**  
**(Change Order Correction for Wet Tap and Line Stop)**

Line	Description	Line Stop and Wet Tap (From Original Change Order Calculation)	Line Stop and Wet Tap (Corrected Calculation)	Notes
1	18"x12" Wet Tap with SS Tapping Sleeve	\$12,100	\$12,100	Stays the Same
2	18" Line Stop	\$13,220	\$23,120	\$23,120 was in LFC's original proposal to Blooming Glen. Blooming Glen input the incorrect amount for the line stop in their original change order. It should have been \$23,120 not \$13,220.
3	Equipment Rental (Rental cost for line stop at \$950/day for 14 days)	\$0	\$13,300	The line stop <u>rental cost</u> was in the vendor's original proposal to Blooming Glen. Blooming Glen inadvertently left that out of their original change order calculation.
4	Sub Total	\$25,320	\$48,520	Sub Total of Lines 1, 2, and 3.
5	5% Allowable Markup of \$25,220	\$26,586	\$48,520	5% Markup included as part of the original change order. It will <u>not</u> be included in the 'corrected' amount.
6	Blooming Glen Installation of Line Stop	\$2,452	\$0	Zero labor for the 'corrected' amount
7	Blooming Glen Removal of Line Stop	\$1,226	\$0	Zero labor for the 'corrected' amount
8	Total	\$30,264	\$48,520	Total of lines 5, 6, and 7.
9	Difference		\$18,256	Difference of \$48,520 - \$30,364; Requested Change Order Adjustment.



**Change Order Request**



**WATER & WASTEWATER SERVICES DIVISION**

C.O.R. # 02680-202-CO-002

G.C. #

Date: 8/11/2023

**Project Name:** 02680-202 Upper Merion Abrams, Valleybrook, Trout Run

**Project #:** 02680-202

**To:** ARRO Consulting, Inc.  
**Attn:** William L. Bohner, Jr., P.E.  
50 Berkshire Court, Suite 209  
  
Wyomissing, PA 19610

**From:** BGC Water & Wastewater Services Division  
Paul Owens  
901 Minsi Trail  
Perkasie, PA 18944

**Phone:** (610) 495-0303 **Fax:** (610) 495-5855

**Phone:** (215) 257-9400 **Fax:** (215) 258-5937

We hereby propose to make the following changes:

**Line Stop Adjustment**

This is for the adjusted line stop and wet tap costs. Initial value requested was \$30,264.00 and final billed value was \$48,520.00. The net value is the sum of the COR, with no overhead or profit to be included.

Additionally, BGC is requesting a contract time extension for substantial completion on or before September 30th, 2023 and final completion on or before October 31st, 2023. This contract times extension is a factor of long lead times on equipment such as the Trout Run Pump VFD.

**Change Order Price**

**\$18,256.00**

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

Paul Owens  
\_\_\_\_\_  
Author

8/11/2023  
\_\_\_\_\_  
Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Acceptance





**LCF CONSTRUCTION, INC.**

E W Tapping Services

1 May 2023

Paul Owens, EIT  
Blooming Glen Contractors  
Water & Wastewater Division

**JOB PROPOSAL**

Location: Upper Merion PS

WET TAP PROPOSAL

One 18" x 12" Wet Tap Complete\* w/ SS Tapping Sleeve \$12,100.00\*

One	20" x 12" Wet Tap Complete* w/ SS Tapping Sleeve	\$13,560.00*
One	18" x 16" Wet Tap Complete* w/ SS Tapping Sleeve	\$24,680.00*
One	20" x 16" Wet Tap Complete* w/ SS Tapping Sleeve	\$24,925.00*

\*Complete Taps include SS (JCM 452) Tapping Sleeve, Tapping Valve, and Mount/Test/Tap

\*Blooming Glen Contractors must provide a minimum 125 CFM compressor while tap is being completed.

\*Proposal **does not** include excavation, concrete or backfill.

\*Owner/Contractor must provide adequate blocking to support Tapping valve prior to making tap.

\*We are not responsible for condition/integrity of existing pipe.

\*Proposal assumes that existing pipe is cast or ductile iron.

\*Proposal assumes work will be completed during regular working hours (6:00 am - 6:00 pm Monday-Friday). Nights, weekends, or holiday work will have additional charges.

**\*Excavation must meet all Safety and OSHA regulations. Any shoring that May be required is the responsibility of the excavation company.**

\*All Shipping/Freight fees that may occur will be billed accordingly.

**Please Note:** FHWA, EPA Buy America Compliance (AIS) must be identified by the purchaser at the time of quote and/or order entry of the materials. Quoted materials are not to be assumed AIS compliant unless so stated.

LCF CONSTRUCTION, INC.  
E W Tapping Services

The above price assumes that this is a standard mount, 15-20 minute air test and tap. Hydrostatic testing, extended test times, and unique taps (i.e. inside buildings, elevated taps, sewer taps, taps not easily accessible, etc.) could result in additional charges.

**EZ INSERTION VALVE PROPOSAL**

18" EZ Insertion Valve Complete on CI/DIP      \$61,460.00\*  
OD Range: 19.50-19.80

Valve Extends above pipe approximately 45"  
If adequate cover cannot be obtained, valve  
can be installed horizontal. Additional cost to  
install valve horizontal including  
90 Degree Actuator      \$15,590.00\*



20" EZ Insertion Valve Complete on CI/DIP      \$61,460.00\*  
OD Range: 21.60-22.06

Valve Extends above pipe approximately 45"  
If adequate cover cannot be obtained, valve  
can be installed horizontal. Additional cost to  
install valve horizontal including  
90 Degree Actuator      \$15,590.00\*

- \*Proposal **does not** include excavation, concrete or backfill.
- \*Owner/Contractor must provide adequate blocking to support the EZ Valve.
- \*We are not responsible for condition/integrity of existing pipe.
- \*Proposal assumes that existing pipe is cast or ductile iron pipe. Working pressure not to exceed 125 psi.
- \*Proposal assumes work will be completed during regular working hours (6:00 am - 6:00 pm Monday-Friday). Nights, weekends, or holiday work will have additional charges.
- \* We cannot guarantee a complete shutdown.
- \*All Shipping/Freight fees that may occur will be billed accordingly.
- \*Excavation must meet all **Safety and OSHA regulations**. Any shoring that **May be required is the responsibility of the excavation company.**

LCF CONSTRUCTION, INC.  
E W Tapping Services

**Please Note:** FHWA, EPA Buy America Compliance (AIS) must be identified by the purchaser at the time of quote and/or order entry of the materials. Quoted materials are not to be assumed AIS compliant unless so stated.

The above price assumes that this is a standard insertion with a 15-20 minute air test and tap. Hydrostatic testing, extended test times, could result in additional charges.

**LINE STOP PROPOSAL**

Single 18" Line Stop Complete \$23,120.00\*

Single 20" Line Stop Complete \$25,115.00\*

\*Proposal **does not** include excavation, concrete or backfill.

\*We are not responsible for condition/integrity of existing pipe.

\*Owner/Contractor must provide adequate blocking to support Line Stop.

\*Proposal assumes that existing pipe is cast or ductile iron pipe and working pressure is not greater than 40 psi.

\*We cannot guarantee a complete shutdown.

\*Proposal assumes work will be completed during regular working hours (6:00 am - 6:00 pm Monday-Friday). Nights, weekends, or holiday work will have additional charges.

**\*Excavation must meet all Safety and OSHA regulations. Any shoring that May be required is the responsibility of the excavation company.**

\*All Shipping/Freight fees that may occur will be billed accordingly.

**Please Note:** FHWA, EPA Buy America Compliance (AIS) must be identified by the purchaser at the time of quote and/or order entry of the materials. Quoted materials are not to be assumed AIS compliant unless so stated.

The price is based on one (1) mobilization/demobilization. A charge of \$1,840.00 per additional mobilization/demobilization, if required. The price is based on a work period of one (1) eight (8) hour business days on site with no overtime per application 1,725.00. There will be no deducts for less than stated hours per day. Beyond stated hours/day at \$185.00/hour/man. Any delays caused by the customer or those at his direction, which extend the number of days required to complete the above shall be billed extra at \$ .00/day/man. **Equipment only is \$950.00 per day.**

**I missed this cost of equipment of the line stop in the bid price @ \$950.00/day**

LCF CONSTRUCTION, INC. \* P O Box 310 \* Hatfield, PA 19440  
Office: 215-368-9373 \* Cell: 267-718-7671 \* Fax: 215-368-7533 \* Email: [lcf8486@aol.com](mailto:lcf8486@aol.com)

LCF CONSTRUCTION, INC.  
E W Tapping Services

Due to current supply chain disruptions, materials are subject to pricing at time of shipment. Material availability and timeliness of shipments cannot be guaranteed. While it is our intention to hold the prices, all prices are subject to manufacture price changes.

Payment Terms: Net 30 days.

A minimum show-up charge for the first two hours will be \$885 (if tap cannot be completed as directed by your personnel). A \$275.00 per hour delay charge for a two-man crew, unless other arrangements have been made.

Price does not include any additional insurance, insurance related matters, safety classes, or additional forms that require notarization. Fees will be billed.

Thank you for giving LCF Construction, Inc. /E W Tapping Services the opportunity to bid this job.

For scheduling or questions, please do not hesitate to call.

Respectfully,

Lester C Fryling  
LCF Construction, Inc.  
Certified Veteran Owned Business

From the proposal

Subcontractor:

\$12,100.00 for Wet Tap

\$13,220.00 for Line Stop - I made an error here, in my bid calculation I made a typo when inputting the line stop price (actual price \$23,120.00)

@ 5% = \$26,586.00

BGC crew for install day (Laborer 2 Crew):  
Foreman, Mechanic Truck, 2 Laborers @ 8hrs

@ 15% = \$2,452.00

BGC crew for removal day (Laborer 2 Crew):  
Foreman, Mechanic Truck, 2 Laborers @ 4hrs

@ 15% = \$1,226.00

Wet Tap, Line Stop Bid Price = \$30,264.00.

**Final cost with no profit/labor cost:**

**\$12,100.00 Wet Tap**

**\$23,120.00 Line Stop**

**\$13,300.00 Equipment**

**\$48,520.00**

**- \$30,264.00 from bid**

**\$18,256.00 change order**



**LCF CONSTRUCTION, INC.**

E W Tapping Services

JUL 25 2023

20 July 2023

Bloomin Glen Contractors, Inc.  
Attn: Accounts Payable  
PO Box 55  
Skippack, PA 19474

Invoice: **071796**  
Location: Upper Merion Abrams  
191 Abrams Road  
King of Prussia, PA  
Work Date: 29 June 2023 & 20 July 2023  
Subcontract #: 02680-202-01  
PO: 010-0009058

Install Single 18" Line Stop Complete – As Directed	\$23,120.00 2	
Equipment Rental: 14 days @ \$950 /day	\$13,300.00 1	
Make One 18" x 12' Wet Tap Complete – As Directed w/SS TS	\$12,100.00	- muds added

TOTAL DUE \$48,520.00

Make Checks Payable to: LCF CONSTRUCTION, INC.  
P O Box 310  
Hatfield, PA 19440  
Certified Veteran-Owned Business

- Payment Terms:
- Net: 25 Days
  - A Late Fee Charge of 2% or \$25, whichever is greater, will be applied monthly to past due amounts.
  - Return check charge is \$75.00, plus any bank charges incurred to LCF Construction, Inc.
  - All collection fees will be added to total amount due and solely your responsibility

West Chester Mechanical  
 20 McDonald Boulevard  
 Suite 3  
 Aston, PA 19014  
 610 447-8755



## Invoice 23144\*03

Bill to: Upper Merion Township 175 W. Valley Forge Road King Of Prussia, PA 19406	Job: 23144 Cooling Tower Replacement 175 W. Valley Forge Road King Of Prussia, PA 19406
--	--

Invoice #: 23144*03      Date: 09/20/23	Customer P.O. #: 23144-1.00 Cooling Tower Replacement
Payment Terms: Net 30 Customer Code: 272	Salesperson: Mike Willis

Remarks: FROM DRAW REQUEST BILLING ENTRY

Quantity	Description	U/M	Unit Price	Extension
	3rd Installment Cooling Tower Billing			10,488.25
			<b>Subtotal:</b>	<b>10,488.25</b>
			<b>Less Retention:</b>	<b>-1,048.82</b>
			<b>Total:</b>	<b>9,439.43</b>
			<b>Current Due:</b>	<b>9,439.43</b>



**Application and Certificate For Payment**

<b>To Owner:</b> Upper Merlon Township 175 W. Valley Forge Road King Of Prussia, PA 19406		<b>Project:</b> Cooling Tower Replacement 175 W. Valley Forge Road King Of Prussia, PA 19406		<b>Application No:</b> 3	<b>Date:</b> 09/20/2023
<b>From (Contractor):</b> West Chester Mechanical 20 McDonald Boulevard Suite 3 Aston, PA 19014		<b>Contractor Job Number:</b> 23144		<b>Period To:</b> 09/20/23	<b>Architect's Project No:</b>
<b>Phone:</b> 610 447-8755		<b>Via (Architect):</b>		<b>Contract Date:</b>	
		<b>Contract For:</b>			

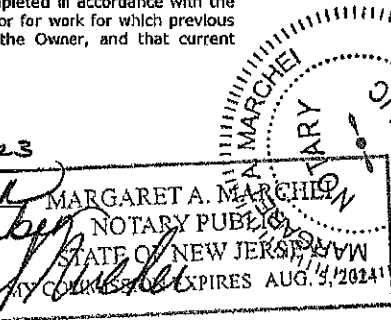
**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>		

Original contract sum	241,100.00
Net change by change orders	0.00
Contract sum to date	241,100.00
Total completed and stored to date	183,237.00
Retainage	
10.0% of completed work	18,323.70
0.0% of stored material	0.00
Total retainage	18,323.70
Total earned less retainage	164,913.30
Less previous certificates of payment	155,473.87
0.0000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	<b>9,439.43</b>
Balance to finish, including retainage	76,186.70

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Michael Terlini  
 By: [Signature] Date: 9/20/23  
 State of: PA County of: Gloucester  
 Subscribed and sworn to before me this 10th day of September, 2023 (year).  
 Notary public: [Signature]  
 My commission expires Aug 5, 2024



**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Architect: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: Upper Merion Township  
 From (Contractor): West Chester Mechanical  
 Project: Cooling Tower Replacement

Application No: 3 Date: 09/20/23 Period To: 09/20/23  
 Contractor's Job Number: 23144  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		*Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
100	Mobilization	2,650.00	0.00	530.00	0.00	530.00	20.00	2,120.00	53.00	
105	Supply New Evapco Cool Tower	176,175.00	149,748.75	0.00	0.00	149,748.75	85.00	26,426.25	14,974.88	
110	Demo Cooling Tower Piping	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00	
115	Replace Steel Dunnage	22,970.00	19,000.00	0.00	0.00	19,000.00	82.72	3,970.00	1,900.00	
120	Install New Cooling Tower and Spring Isolators	9,500.00	4,000.00	0.00	0.00	4,000.00	42.11	5,500.00	400.00	
125	Install New Piping to Cooling Tower	8,500.00	0.00	4,250.00	0.00	4,250.00	50.00	4,250.00	425.00	
130	Install New Heat Trace and VFD for CT	5,625.00	0.00	2,531.25	0.00	2,531.25	45.00	3,093.75	253.13	
135	Pipe Insulation	7,060.00	0.00	3,177.00	0.00	3,177.00	45.00	3,883.00	317.70	
140	Test for Leaks and Fill Cooling Tower	2,560.00	0.00	0.00	0.00	0.00	0.00	2,560.00	0.00	
145	Startup	2,560.00	0.00	0.00	0.00	0.00	0.00	2,560.00	-0.01	
<b>Application Total</b>		241,100.00	172,748.75	10,488.25	0.00	183,237.00	76.00	57,863.00	18,323.70	

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information**

Name of Claimant West Chester Mechanical  
Name of Customer Upper Merion Township  
Job Location 175 W. Valley Forge Road, King Of Prussia, PA 19406  
Owner Upper Merion Township  
Through Date 09/20/23  
Claimant's Job # 23144

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check Upper Merion Township  
Amount of Check 9,439.43  
Check Payable to West Chester Mechanical  
Invoice Reference 23144\*03

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s):

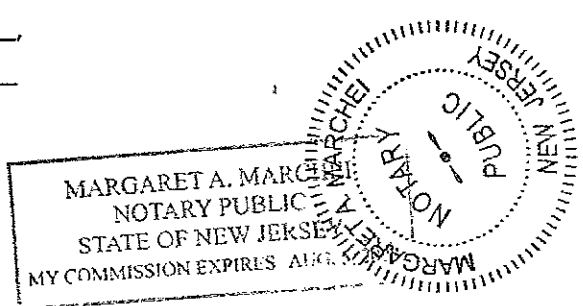
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Company Name West Chester Mechanical  
Claimant's Signature *Michael Willis*  
Claimant's Representative Name Michael Willis  
Claimant's Representative Title Sales Account Executive  
Date of Signature 09/20/23

State of NJ County of Gloucester  
Subscribed and sworn to before me this 20th day of September  
2023 (year). Notary public \_\_\_\_\_  
My commission expires \_\_\_\_\_

*Margaret A. Muecher*



West Chester Mechanical  
 20 McDonald Boulevard  
 Suite 3  
 Aston, PA 19014  
 610 447-8755



# Invoice 23145\*03

<b>Bill to:</b> Upper Merion Township 175 W. Valley Forge Road King Of Prussia, PA 19406	<b>Job: 23145</b> Boilers Replacement 175 W. Valley Forge Road King Of Prussia, PA 19406
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<b>Invoice #:</b> 23145*03 <b>Date:</b> 09/20/23	<b>Customer P.O. #:</b> 23145-1.00 Boiler Replace
<b>Payment Terms:</b> Net 30	<b>Salesperson:</b> Mike Willis
<b>Customer Code:</b> 272	

Remarks: FROM DRAW REQUEST BILLING ENTRY

Quantity	Description	U/M	Unit Price	Extension
	3rd Installment Boiler Replacement			82,765.00
			<b>Subtotal:</b>	<b>82,765.00</b>
			<b>Less Retention:</b>	<b>-8,276.50</b>
			<b>Total:</b>	<b>74,488.50</b>
			<b>Current Due:</b>	<b>74,488.50</b>

**Application and Certificate For Payment**

To Owner: Upper Merion Township 175 W. Valley Forge Road King Of Prussia, PA 19406	Project: Bollers Replacement 175 W. Valley Forge Road King Of Prussia, PA 19406	Application No: 3 Date: 09/20/2023
From (Contractor): West Chester Mechanical 20 McDonald Boulevard Suite 3 Aston, PA 19014	Contractor Job Number: 23145 Via (Architect):	Period To: 09/20/23 Architect's Project No: Contract Date:
Phone: 610 447-8755	Contract For:	

**Contractor's Application For Payment**

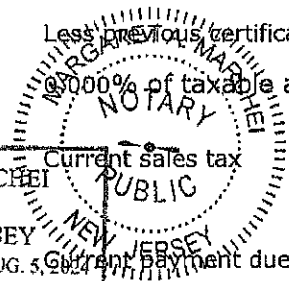
Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
	Number	Date Approved
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>		

Original contract sum	282,610.00
Net change by change orders	0.00
Contract sum to date	282,610.00
Total completed and stored to date	262,562.00
Retainage	
10.0% of completed work	26,256.20
0.0% of stored material	0.00
Total retainage	26,256.20
Total earned less retainage	236,305.80
Less previous certificates of payment	161,817.30
0.00% of taxable amount	0.00
Current sales tax	0.00
Current Payment due	<b>74,488.50</b>
Balance to finish, including retainage	46,304.20

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:  
By: Margaret A. Marchei Date: 9/20/23  
State of: NJ County of: Gloucester  
Subscribed and sworn to before me this 20th day of September  
2023 (year). Notary public: Margaret A. Marchei  
My commission expires \_\_\_\_\_

MARGARET A. MARCHEI  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 5, 2024



**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Architect:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: Upper Merion Township  
 From (Contractor): West Chester Mechanical  
 Project: Boilers Replacement

Application No: 3 Date: 09/20/23 Period To: 09/20/23  
 Contractor's Job Number: 23145  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
100	Mobilization	2,500.00	0.00	2,000.00	0.00	2,000.00	80.00	500.00	200.00	
105	Supply New 3 Lochinvar Boilers & Indirect Water	156,620.00	156,620.00	0.00	0.00	156,620.00	100.00	0.00	15,662.00	
110	Demo Existing Boilers & Breech	8,575.00	8,575.00	0.00	0.00	8,575.00	100.00	0.00	857.50	
115	Install New Boilers and Indirect Water Tank	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00	0.00	625.00	
120	Install New Copper Piping to Boilers	42,800.00	0.00	42,800.00	0.00	42,800.00	100.00	0.00	4,280.00	
125	Tie in piping to existing Heating Loop	3,200.00	0.00	3,200.00	0.00	3,200.00	100.00	0.00	320.00	
130	Install New Heat Loop Pumps w/ VFDs	21,620.00	0.00	16,215.00	0.00	16,215.00	75.00	5,405.00	1,821.50	
135	Install New PVC Piping for Boilers Breeching	9,280.00	8,352.00	0.00	0.00	8,352.00	90.00	928.00	835.20	
140	Pipe Insulation	9,500.00	0.00	4,750.00	0.00	4,750.00	50.00	4,750.00	475.00	
145	Install Gas Piping	8,550.00	0.00	8,550.00	0.00	8,550.00	100.00	0.00	855.00	
150	Supply Electric control wiring to Boilers	10,500.00	0.00	5,250.00	0.00	5,250.00	50.00	5,250.00	525.00	
155	Startup	3,215.00	0.00	0.00	0.00	0.00	0.00	3,215.00	0.00	
<b>Application Total</b>		<b>282,610.00</b>	<b>179,797.00</b>	<b>82,765.00</b>	<b>0.00</b>	<b>262,562.00</b>	<b>92.91</b>	<b>20,048.00</b>	<b>26,256.20</b>	

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information**

Name of Claimant West Chester Mechanical  
Name of Customer Upper Merion Township  
Job Location 175 W. Valley Forge Road, King Of Prussia, PA 19406  
Owner Upper Merion Township  
Through Date 09/20/23  
Claimant's Job # 23145

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check Upper Merion Township  
Amount of Check 74,488.50  
Check Payable to West Chester Mechanical  
Invoice Reference 23145\*03

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s):

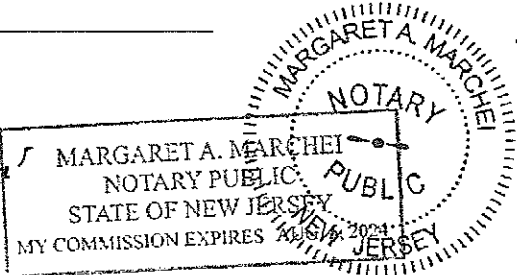
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Company Name West Chester Mechanical  
Claimant's Signature *Michael Willis*  
Claimant's Representative Name Michael Willis  
Claimant's Representative Title Sales Account Executive  
Date of Signature 09/20/23

State of NJ County of Gloucester  
Subscribed and sworn to before me this 20th day of September  
2023 (year). Notary public \_\_\_\_\_  
My commission expires \_\_\_\_\_

*Margaret A. Marchei*





September 13, 2023

**Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406-2600**

Re: Engagement of Marcum LLP

Dear Board Members:

The purpose of this letter is to confirm our understanding of the terms of our engagement to provide services to the Upper Merion Township (the "Company," the "Township," "you" or "your"). This letter will confirm the nature and limitations of the services we will provide and the various responsibilities and other terms of the engagement.

**Services and Related Report**

Marcum LLP ("Marcum," the "Firm," "we," "us" or "our") will perform the procedures **listed in Attachment 1 to this letter** relating to **compliance audits of certain Upper Merion Township taxpayers selected by the Township for compliance according to Article VIII, Sections 801 and 802 of the Upper Merion Business Privilege Tax Regulations.**

We agree to apply procedures to taxpayer information provided by the Township as of or for the period ended (dates to be determined by or in conjunction with the Township). The Township is responsible for the information supplied.

The Township has agreed to and acknowledged that the procedures to be performed are appropriate to meet the intended purpose of identifying material delinquent business taxes owed the Township for the period(s) agreed upon. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

These agreed-upon procedures are enumerated as follows: (see Attachment 1 to this letter)

These procedures will be applied for the purpose of reporting our findings. The procedures we will perform are for the intended use of the following specified parties:

- The Township



[COMPANY NAME]

[DATE]

Page 2

### **Our Responsibilities and Limitations**

We will conduct our engagement in accordance with attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants. The agreed-upon procedures are not designed to constitute an examination or a review of the subject matter. Therefore, we will not express an opinion or a conclusion on the subject matter. We have no obligation to perform any procedures beyond those agreed to as enumerated in this letter of engagement. If, for any reason, we are unable to complete the procedures, we will not issue a report as a result of this engagement.

Because the above procedures do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the accounts or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

We will submit a report listing the procedures performed and our findings. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Should we have any reservations with respect to the agreed upon procedures, we will discuss them with you before the report is issued.

### **Management's Responsibilities and Representations**

The taxpayer information referred to above is the responsibility of the management of the Township.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or work papers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter you affirm that you have all the data and records required to make your books and records complete.

We will also issue a written report listing the agreed-upon procedures performed and our related findings. This report will be intended for use by and restricted to the use of the specified parties as identified above, and our report will contain such restricted use language.

[COMPANY NAME]

[DATE]

Page 3

### **Assistance by Your Personnel**

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that the Township's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing.

You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information. During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

### **Background Checks**

As a matter of our Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information, which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

### **Independence**

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. Marcum will periodically reevaluate the Firm's independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether Marcum's independence may have been impaired. You agree to advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including: changes in beneficial owners of more than 20% of your voting interests, senior management or the board of directions, or potential mergers, acquisitions or business combinations with companies that may have preexisting relationships with Marcum or conflicts that could affect our independence.

Also, in order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the engagement, including within the one-year period prior to the commencement of the year-end engagement, and through the date of issuance of our report. Pursuant to professional standards, should such an offer of employment

[COMPANY NAME]

[DATE]

Page 4

be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investments we have made to recruit and develop our personnel, you agree to the following. In the event that any of our employees accepts a position of employment with the Company, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

#### **Confidentiality/Access to Working Papers**

"Confidential Information" means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to a recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by recipient from a non-party. Each party will protect the confidentiality of Confidential Information that it accesses or receives, except that a party may disclose Confidential Information to the extent required by applicable law, statute, rule, regulation, judicial or administrative process or professional standard or litigation pertaining hereto. If disclosure of Confidential Information is required by law, statute, rule or regulation judicial or administrative process (including any subpoena or other similar form of process), or by professional standards, then such party shall (other than in connection with routine supervisory examinations by regulatory or authorities with jurisdiction or professional standards or reviews, and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and, practicable under the circumstances, allow the disclosing party to seek a restraining order or other appropriate relief at disclosing party's sole cost and expense. In addition, the Company acknowledges and agrees that Marcum may disclose Confidential Information to respond to its professional obligations. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct. In addition, you acknowledge and agree that any such information that comes to the

[COMPANY NAME]

[DATE]

Page 5

attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as the Company's independent accountants.

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third party in connection with a legal or administrative proceeding (including a grand jury investigation) to which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

### **Third-Party Service Providers**

Marcum may use or subcontract the services to its affiliates, subsidiaries, Marcum related parties and/or third parties, including contractors, subcontractors and cloud-based service providers, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible to you for the protection of such information and services performed by such Subcontractors as provided herein.

### **Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law**

**AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE COMPANY IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:**

[COMPANY NAME]

[DATE]

Page 6

*The Firm and the Company each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. The Firm and the Company each expressly agree and acknowledge that the Supreme Court of the State of New York, County of New York, Commercial Division, and the United States District Court for the Southern District of New York, Manhattan Courthouse, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party. If and only if the action does not satisfy the damage prerequisite for jurisdiction in the County of New York Commercial Division, then any such state court action shall be brought in the County of Suffolk, Commercial Division.*

*The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Company and our relationship with you shall be governed by the laws of the State of New York to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either the Firm or the Company, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.*

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorney's fees.

#### **LIMITATION OF LIABILITY**

*You agree that our liability arising from or relating to our services shall not exceed the total amount paid by you for the services described herein. This shall be your exclusive remedy.*

*No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.*

*The Company hereby indemnifies Marcum and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the*

[COMPANY NAME]

[DATE]

Page 7

*Company's management, regardless of whether such person was acting in the Company's interest. This indemnification will survive completion or termination of this agreement.*

### **Non-Attest Services**

We will not assume management responsibilities on behalf of the Company. However, we will provide advice and recommendations to assist management of the Company in performing its responsibilities.

The Company's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee any non-attest services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the Company's internal control as part of a non-attest service engagement.

### **We will perform the following services that are considered non-attest services:**

- Act 511 business compliance auditing and consulting services

### **Other Services**

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the Company. Whenever you feel such meetings are desirable, please let us know; we are prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend the meetings of the Township's Board of Supervisors.

During the course of this engagement, Marcum may offer certain value-added resources to Company, including without limitation, local and national educational webinars and events, subscription to Marcum through leadership publications such as industry and SEC insights newsletters, industry surveys and trend analysis, and academic reports into the prevailing CEO economic outlook. The use, receipt of, and payment for (where applicable) these resources will be subject to the mutual agreement of Marcum and Company. Company confirms that the use

[COMPANY NAME]

[DATE]

Page 8

and receipt of these resources, as applicable, is approved by the Company's audit committee, or those charged with governance.

### **Timeline**

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Fees**

Our fee will be based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at an hourly rate of \$150.00 until December 31, 2023. Our standard hourly rates may vary according to the level of the personnel assigned to your engagement. See attachment 2 if applicable. You will also be billed for postage and other out-of-pocket costs as incurred.

Our invoices for these fees will be rendered on a monthly basis and are due and payable within 30 days of presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Invoice amounts due past sixty (60) days will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

### **Agreement**

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. Client may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or to an acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or

[COMPANY NAME]

[DATE]

Page 9

restructuring, and by your signature hereto, you consent to such assignment and the transfer of Client's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Company and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Company.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email.

Our acceptance of this engagement and return of a fully executed engagement letter is subject to the review and approval of our Firm's Client Acceptance Committee. If our Client Acceptance Committee decides not to accept this engagement for any reason, then we will inform you immediately in writing.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Gary T. Williams, CPA

**ACCEPTED**

This letter correctly sets forth the agreement of Upper Merion Township.

Officer's signature: <sup>A</sup> \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_



## **ATTACHMENT 1**

**Our services to be performed will be at the sole discretion of the Township and may vary depending upon the Township's needs but will include some or all of the following services:**

- 1. Once audits are selected and approved by the Township. We will schedule and issue notification of audit to the taxpayer via certified mail.**
- 2. We will then reach out to the taxpayer and/or their representative and conduct the audit in accordance with the guidelines set forth in the Pennsylvania Local Taxpayer Bill of Rights and the Township's applicable Ordinances and/or Regulations. We will examine the records of the taxpayer selected to determine the correct amount of tax due**
- 3. Once the audit is completed, we will report our findings to the Township and send a draft of our calculations to the taxpayer. It shall be the sole responsibility of the Township to assess taxes due and collect any additional tax liability.**
- 4. Upon approval from the Township, we will issue our final report to the Township and taxpayer via certified mail.**
- 5. Once the assessment has been issued, we will be available to represent the Township for any tax appeals, settlement discussions and/or preparation of installment agreements.**
- 6. We will also provide upon request other consulting services such as but not limited to review of taxpayers' exemptions and/or exclusions, refund requests and guidance with any other technical issues.**

**ATTACHMENT 2**

**Rate Schedule**

**Not Applicable**

Prepared by:

Kaplin Stewart Meloff Reiter & Stein, P.C.  
Attn: Marc B. Kaplin, Esq./Gregg I. Adelman, Esq.  
Union Meeting Corporate Center  
910 Harvest Drive  
P.O. Box 3037  
Blue Bell, PA 19422

Record and Return to:

Township of Upper Merion  
175 West Valley Forge Road  
King of Prussia, PA 19406

Parcel #58-00-01969-04-3

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**DEED OF DEDICATION**  
**Stonebrook at Upper Merion**  
**Open Space Parcel N**  
**Future Leo M. Ross Park**

**This Indenture** made this \_\_\_\_ day of \_\_\_\_\_, 2023, to be made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023,

***Between*** TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation (hereinafter called the Grantor), of the one part,

and

TOWNSHIP OF UPPER MERION, a Township of the Second Class located in Montgomery County and organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the Grantee), of the other part,

***Witnesseth***, that the said Grantor, for and in consideration of One Dollar (\$1.00) paid to the Grantor by Grantee, the receipt of which Grantor hereby acknowledges, and for and in consideration of the advantages to Grantor accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has dedicated, granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does dedicate, grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

**All that certain tract or strip of ground situate in Upper Merion Township, Montgomery County, Pennsylvania being more particularly bounded and described in accordance with Exhibit A attached hereto and made a part hereof.**

BEING "Open Space Parcel N Future Leo M. Ross Park" as depicted on that certain Record Plan of Subdivision of the Stonebrook at Upper Merion, recorded June 2, 2021, in Plan Book 55 Page 241 of

the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania, and indicated thereon to be dedicated to Upper Merion Township.

**AND BEING** part of the same land and premises which Glasgow, Inc., formerly known as Glasgow Quarry, Inc., a Pennsylvania corporation, by Deed of Correction, dated May 6, 2021, and recorded May 18, 2021, in Deed Book 6225 Page 2087, Instrument #2021057492, of the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania, granted and conveyed to Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, in fee.

**AND BEING** part of the same land and premises which Glasgow, Inc., formerly known as Glasgow Quarry, Inc., a Pennsylvania corporation, by Deed, dated February 12, 2021, and recorded April 5, 2021, in Deed Book 6219 Page 2835, Instrument #2021037936, of the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania, granted and conveyed to Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, in fee.

***Together*** with any and all improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same and every part thereof.

***To have and to hold*** the said "Open Space Parcel N Future Leo M. Ross Park" herein described, and hereby granted, or mentioned and intended to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever, as and for public open space, park, recreation, or other public purposes as deemed appropriate by Grantee.

***And*** the said Grantor, for itself and its successors, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor, and its successors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by and from or under it, them or any of them, shall and will warrant and forever defend.

[Remainder of page intentionally left blank. Signatures follow on next page.]

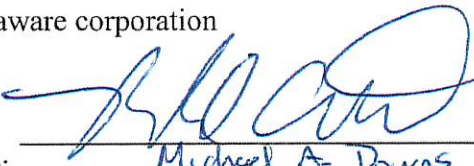
**In Witness Whereof**, the party of the first part has hereunto set its hand and seal.

Dated the day and year first above written.

**Sealed and Delivered**

IN THE PRESENCE OF US:

**TOLL MID-ATLANTIC LP COMPANY, INC.,**  
a Delaware corporation

By:   
Name: Michael A. Downs  
Title: Vice President

**ACKNOWLEDGMENT**

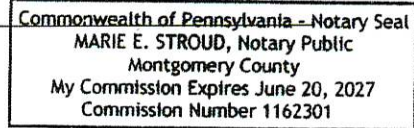
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Montgomery :

On this, the 26 day of September, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Michael A. Downs, who acknowledged himself/herself to be the Vice President of **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she, as such Vice President being authorized to do so, executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Marie E. Stroud  
Notary Public

My commission expires: \_\_\_\_\_



The foregoing dedication is hereby **ACCEPTED** for and on behalf of the Board of Supervisors of the Township of Upper Merion as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witness:

\_\_\_\_\_  
Township Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of **TOWNSHIP OF UPPER MERION**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she, as such \_\_\_\_\_ being authorized to do so, executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A

Legal Description



October 28, 2020

**LEGAL DESCRIPTION  
OPEN SPACE N FUTURE LEO M. ROSS PARK  
STONEBROOK AT UPPER MERION  
PROJECT #5674**

**ALL THAT CERTAIN** tract or strip of ground situate in Upper Merion Township, Montgomery County, Pennsylvania, being shown as Open Space Parcel N Future Leo M. Ross Park on a Record Plan of Subdivision of the Stonebrook at Upper Merion prepared for Glasgow, Inc., by S.T.A. Engineering, Inc., dated December 17, 2018, as last revised October 23, 2020 and being more fully described as follows:

**BEGINNING** at a point in the southeast ultimate right-of-way line of Ross Road (52 feet wide, as widened to 30 feet on the southeast side thereof), said point also being in the north line of Open Space Parcel F; thence, along said line of Ross Road, North 66°37'20" East, 326.32 feet to a point in the south line of land now or formerly of Carl & Michael Bruno; thence, along said line, South 64°03'13" East, 106.41 feet to a point in the west line of Parcel 1; thence, along said line, South 08°44'23" East, 126.43 feet to a point in the aforesaid line of Open Space Parcel F; thence, along said line, the following two (2) courses: (1) South 81°15'37" West, 254.54 feet to a point; (2) North 63°38'05" West, 181.75 feet to the point of beginning.

**CONTAINING** 51,959 square feet of land, be the same, more or less.



# DEED OF DEDICATION

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**TOLL MID-ATLANTIC LP COMPANY, INC.,**

a Delaware corporation,

as Grantor

TO

**TOWNSHIP OF UPPER MERION,**

a Township of the Second Class located in Montgomery County and organized and existing

under the laws of the Commonwealth of Pennsylvania,

as Grantee

Premises:

Parcel #58-00-01969-04-3

Ross Road

(Open Space Parcel N, Future Leo M. Ross Park, Stonebrook at Upper Merion)

Upper Merion Township, Montgomery County, PA

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Record and Return to:

Township of Upper Merion  
175 West Valley Forge Road  
King of Prussia, PA 19406

The address of the above-named Grantee is:

175 West Valley Forge Road  
King of Prussia, PA 19406

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On behalf of the Grantee

**INTER-OFFICE MEMORANDUM**

**TO:** Anthony Hamaday, Township Manager  
**FROM:** Todd R. Lachenmayer, Public Works Superintendent  
**DATE:** 9/26/2023  
**RE:** TRANSFER OF FUNDS IN 2023 BUDGET

Because of an overage which would occur in one of the accounts of the General Fund  
I am requesting the following transfer of budgeted funds:

Account that would have an overage: Name: Snow Removal Material  
Account: 01430-2452


Justification for reducing Account No.: Due to a mild Winter season, we did not use as much deicing material.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUESTED TRANSFER OF FUNDS:**

Transfer <b>FROM:</b>		Transfer <b>TO:</b>	
Division No.	<u>430</u>	Division No.	<u>430</u>
Account No.	<u>2452</u>	Account No.	<u>4580</u>
Account Name	<u>Snow Removal Material</u>	Account Name	<u>Annual Resurfacing</u>
Original/Revised Budget Amt.	<u>\$ 125,000.00</u>	Original/Revised Budget Amt.	<u>\$ 50,000.00</u>
Amount Transferred	<u>\$ 22,000.00</u>	Amount Transferred	<u>\$ 22,000.00</u>
Revised Budget Amount	<u>\$ 103,000.00</u>	Revised Budget Amount	<u>\$ 72,000.00</u>

Reason for additional expenditures in this account over the approved budget:  
Money will be used to make up the difference in the original Engineering PSA of \$86,110.  
The ADA ramp design work was allocated through the Capital Account 18-430-07662 Concrete Services.  
These are expenses not cover under Liquid Fuel.  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Department Head 9.27.23

 10/2/23  
\_\_\_\_\_  
Finance Director

Date of Board Approval: \_\_\_\_\_

\_\_\_\_\_  
Township Manager

distribution of  
signed copies: 1 original to accounting  
1 original for mgr. office  
1 original to finance director

**INTER-OFFICE MEMORANDUM**

**TO:** Anthony Hamaday, Township Manager  
**FROM:** Todd R. Lachenmayer, Public Works Superintendent  
**DATE:** 9/26/2023  
**RE:** TRANSFER OF FUNDS IN 2023 BUDGET

Because of an overage which would occur in one of the accounts of the General Fund  
I am requesting the following transfer of budgeted funds:

Account that would have an overage: Name: Snow / Ice Control  
Account: 01430-3170

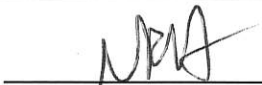
Justification for reducing Account No.: Due to a mild Winter season we did not have to rely as  
heavily on outsourcing our sidewalk & right of way clearing.

**REQUESTED TRANSFER OF FUNDS:**

Transfer <b>FROM:</b>		Transfer <b>TO:</b>	
Division No.	<u>430</u>	Division No.	<u>430</u>
Account No.	<u>3170</u>	Account No.	<u>2456</u>
Account Name	<u>Snow / Ice Control</u>	Account Name	<u>Street Light Supplies</u>
Original/Revised Budget Amt.	<u>\$ 60,000.00</u>	Original/Revised Budget Amt.	<u>\$ 4,000.00</u>
Amount Transferred	<u>\$ 20,000.00</u>	Amount Transferred	<u>\$ 20,000.00</u>
Revised Budget Amount	<u>\$ 40,000.00</u>	Revised Budget Amount	<u>\$ 24,000.00</u>

Reason for additional expenditures in this account over the approved budget:  
Money will be used cover the cost of upgrading the Township Building areal lighting.  
This is an ongoing project to improve safety around the building.

  
\_\_\_\_\_  
Department Head 9-27-23

  
\_\_\_\_\_  
Finance Director 10/2/23

Date of Board Approval: \_\_\_\_\_

\_\_\_\_\_  
Township Manager

distribution of  
signed copies: 1 original to accounting  
1 original for mgr. office  
1 original to finance director

**INTER-OFFICE MEMORANDUM**

**TO:** Anthony Hamaday, Township Manager  
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I am requesting the following transfer of budgeted funds:

Account that would have an overage: Name: Snow / Ice Control  
Account: 01430-3170


Justification for reducing Account No.: Due to a mild Winter season we did not have to rely as  
heavily on outsourcing our sidewalk & right of way clearing.

REQUESTED TRANSFER OF FUNDS:

Transfer FROM:		Transfer TO:	
Division No.	<u>430</u>	Division No.	<u>430</u>
Account No.	<u>3170</u>	Account No.	<u>4585</u>
Account Name	<u>Snow / Ice Control</u>	Account Name	<u>Line Painting</u>
Original/Revised Budget Amt.	<u>\$ 40,000.00</u>	Original/Revised Budget Amt.	<u>\$ 30,000.00</u>
Amount Transferred	<u>\$ 15,000.00</u>	Amount Transferred	<u>\$ 15,000.00</u>
Revised Budget Amount	<u>\$ 25,000.00</u>	Revised Budget Amount	<u>\$ 45,000.00</u>

Reason for additional expenditures in this account over the approved budget:  
Money will be used cover the cost of additional long line painting and intersection markings.

 9.27.23  
Department Head

 10/2/23  
Finance Director

Date of Board Approval: \_\_\_\_\_

\_\_\_\_\_  
Township Manager

distribution of  
signed copies: 1 original to accounting  
1 original for mgr. office  
1 original to finance director



# UPPER MERION PUBLIC WORKS

October 4, 2023

MEMORANDUM

From: Geoffrey Hickman, Director of Public Works  
 To: Anthony Hamaday, Township Manager  
 Encl: (1) Bid Tabulation

Subj: RECOMMENDATION OF AWARD FOR THE 2023-2026 DRY HYDRATED LIME SUPPLY CONTRACT

1. Upper Merion Township received sealed bids online for the 2023-2026 Dry Hydrated Lime Supply Contract on September 29, 2023. Two vendors submitted bids, and the apparent low bidder for this contract is Graymont, Inc. of Bellefonte, Pennsylvania:

Bid Item	Graymont, Inc.	George S. Coyne Chemical Co.
2023-2024 Service Year	\$63,375.00	\$149,554.05
2025 Service Year	\$63,744.00	\$153,608.12
2026 Service Year	\$64,129.50	\$157,662.17
<b>Total</b>	<b>\$191,248.50</b>	<b>\$460,824.34</b>

TABLE 1

2. The Township used PennBid to conduct the solicitation. Fourteen (14) prospective bidders viewed the solicitation online, fourteen (14) bidders downloaded the bid documents, three (3) bidders submitted RFIs, and two (2) firms submitted bids. The two bids received in PennBid were deemed responsive by Township staff.

3. After the bid deadline a prospective bidder, Carmeuse Americas of Pittsburgh, Pennsylvania, informed the Township that the company intended to provide a bid but failed to click the submit button ahead of the deadline. As a result, Township staff deemed this bid unresponsive. Regardless, the price submitted by Carmeuse Americas would not have been the lowest bid even if it had been deemed responsive, so it had no effect on this award recommendation.

4. In consideration of the available information, the Department of Public Works recommends the award of the 2023-2026 Dry Hydrated Lime Supply Contract to Graymont, Inc. of Bellefonte, Pennsylvania for the estimated contract amount of \$191,248.50.

Geoffrey Hickman  
 Director of Public Works  
 Upper Merion Township

Copy to:  
 R. McKernan – UMT Public Works  
 C. Saladino – UMT Public Works

## 2023-2026 Dry Hydrated Lime Supply Contract: Bid Tabulation

### Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Graymont (PA) Inc.	George S. Coyne Chemical Co., Inc.	Average
Bid Price Ratio					100%	41.50%	
Total Extended					\$191,248.50	\$460,824.33	
Bid Item #1: Service Year 2023-2024					\$63,375.00	\$149,554.05	
1	Lime	Base	\$/Ton	150	\$63,375.00	\$149,554.05	\$106,464.53
Bid Item #2: Service Year 2025					\$63,744.00	\$153,608.12	
1	Lime	Base	\$/Ton	150	\$63,744.00	\$153,608.12	\$108,676.06
Bid Item #3: Service Year 2026					\$64,129.50	\$157,662.17	
1	Lime	Base	\$/Ton	150	\$64,129.50	\$157,662.17	\$110,895.83

### Unit Price Analysis

Reference Number	Description	Type	UOM	Quantity	Graymont (PA) Inc.	George S. Coyne Chemical Co., Inc.	Average
Bid Price Ratio					100%	41.50%	
Total Extended					\$191,248.50	\$460,824.33	
Bid Item #1: Service Year 2023-2024					\$63,375.00	\$149,554.05	
1	Lime	Base	\$/Ton	150	\$422.50	\$997.03	\$709.76
Bid Item #2: Service Year 2025					\$63,744.00	\$153,608.12	
1	Lime	Base	\$/Ton	150	\$424.96	\$1,024.05	\$724.51
Bid Item #3: Service Year 2026					\$64,129.50	\$157,662.17	
1	Lime	Base	\$/Ton	150	\$427.53	\$1,051.08	\$739.31



# UPPER MERION PUBLIC WORKS

October 9, 2023

## MEMORANDUM

From: Geoffrey Hickman, Director of Public Works  
To: Anthony Hamaday, Township Manager  
Encl: (1) Bid Tabulation

Subj: RECOMMENDATION OF AWARD FOR THE 2023-2026 WASTEWATER CHEMICAL SUPPLY CONTRACT

1. Upper Merion Township received sealed bids online for the 2023-2026 Wastewater Chemical Supply Contract on October 6, 2023. Two vendors submitted bids, and the apparent low bidder for this contract is Buckmans, Inc. of Pottstown, Pennsylvania:

Bid Item	Buckmans, Inc.	Kuehne Chemical Co.
2023-2024 Service Year	\$163,500.00	\$296,250.00
2025 Service Year	\$174,000.00	\$337,500.00
2026 Service Year	\$185,250.00	\$371,250.00
<b>Total</b>	<b>\$522,750.00</b>	<b>\$1,005,000.00</b>

2. The Township used PennBid to conduct the solicitation. Nineteen (19) prospective bidders viewed the solicitation online, fifteen (15) bidders downloaded the bid documents, two (2) bidders submitted RFIs, and two (2) firms submitted bids. The two bids received in PennBid were deemed responsive by Township staff; however, neither bidder submitted pricing for Bid Items 4 through 6 (liquid sodium bisulfite).

3. The Township currently purchases its liquid sodium bisulfite from Main Pool & Chemical Company, Inc. of Pittston, Pennsylvania, but the annual expenditure falls below the \$22,500.00 Pennsylvania bid threshold. Having received no bids for the liquid sodium bisulfite bid items, the Township shall continue to purchase its supply from Main Pool & Chemical Company, Inc.

4. In consideration of the available information, the Department of Public Works recommends the award of the 2023-2026 Wastewater Chemical Supply Contract to Buckmans, Inc. of Pottstown, Pennsylvania for the estimated contract amount of \$522,750.00.

Geoffrey Hickman  
Director of Public Works  
Upper Merion Township

Copy to:  
R. McKernan – UMT Public Works  
C. Saladino – UMT Public Works

**2023-2026 Wastewater Chemical Supply Contract: Bid Tabulation**

**Extended Price Analysis**

Reference Number	Description	Type	UOM	Quantity	Buckmans Inc	Kuehne Chemical Company	Average
Bid Price Ratio					100%	52.01%	
Total Extended					\$522,750.00	\$1,005,000.00	
Bidder Acknowledgements					\$522,750.00	\$1,005,000.00	
Bid Item #1: Hypo Service Year 2023-2024	LIQUID SODIUM HYPOCHLORITE	Base	\$ / Gallon	75,000.00	\$163,500.00	\$296,250.00	\$229,875.00
Bid Item #2: Hypo Service Year 2025	LIQUID SODIUM HYPOCHLORITE	Base	\$ / Gallon	75,000.00	\$174,000.00	\$337,500.00	\$255,750.00
Bid Item #3: Hypo Service Year 2026	LIQUID SODIUM HYPOCHLORITE	Base	\$ / Gallon	75,000.00	\$185,250.00	\$371,250.00	\$278,250.00
Bid Item #4: Bisulfite Service Year 2023-2024	LIQUID SODIUM BISULFITE	Base	\$ / Gallon	7,500.00	\$0.00	\$0.00	\$0.00
Bid Item #5: Bisulfite Service Year 2025	LIQUID SODIUM BISULFITE	Base	\$ / Gallon	7,500.00	\$0.00	\$0.00	\$0.00
Bid Item #6: Bisulfite Service Year 2026	LIQUID SODIUM BISULFITE	Base	\$ / Gallon	7,500.00	\$0.00	\$0.00	\$0.00

**Unit Price Analysis**

Reference Number	Description	Type	UOM	Quantity	Buckmans Inc	Kuehne Chemical Company	Average
Bid Price Ratio					100%	52.01%	
Total Extended					\$522,750.00	\$1,005,000.00	
Bidder Acknowledgements					\$522,750.00	\$1,005,000.00	
Bid Item #1: Hypo Service Year 2023-2024	LIQUID SODIUM HYPOCHLORITE	Base	\$ / Gallon	75,000.00	\$2.18	\$3.95	\$3.07
Bid Item #2: Hypo Service Year 2025	LIQUID SODIUM HYPOCHLORITE	Base	\$ / Gallon	75,000.00	\$2.32	\$4.50	\$3.41
Bid Item #3: Hypo Service Year 2026	LIQUID SODIUM HYPOCHLORITE	Base	\$ / Gallon	75,000.00	\$2.47	\$4.95	\$3.71
Bid Item #4: Bisulfite Service Year 2023-2024	LIQUID SODIUM BISULFITE	Base	\$ / Gallon	7,500.00	\$0.00	\$0.00	\$0.00
Bid Item #5: Bisulfite Service Year 2025	LIQUID SODIUM BISULFITE	Base	\$ / Gallon	7,500.00	\$0.00	\$0.00	\$0.00
Bid Item #6: Bisulfite Service Year 2026	LIQUID SODIUM BISULFITE	Base	\$ / Gallon	7,500.00	\$0.00	\$0.00	\$0.00





ARRO Consulting, Inc.  
321 North Furnace Street, Ste 200  
Birdsboro, PA 19508  
P: (610) 374-5285

October 3, 2023

Geoff Hickman  
Director of Public Works  
Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406

RE: Upper Merion Township;  
Abrams PS/Valley Brook PS/Trout Run PS  
Equipment Replacement;  
Payment Application #2 – **Electrical Contract**  
ARRO # 10962.14

Dear Geoff,

Please find one (1) electronic copy of Application for Payment No. 2, period ending September 26, 2023, from PSI Pumping Solutions, Inc. (PSI) for the electrical contract of the above referenced project. We have reviewed the application in accordance with the work completed to date.

We recommend that the Township approve payment to PSI, in the amount of \$13,580.00 for this Application.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, which appears to read "William L. Bohner, Jr.", is written over a white background.

William L. Bohner, Jr., P.E.  
Project Manager

Enclosures

c: Robert McKernan – Upper Merion Township  
PSI Pumping Solutions

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543  
P: (717) 569-7021 | [www.arroconsulting.com](http://www.arroconsulting.com)

OUT-IN-FRONT. EVERY STEP OF THE WAY.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

FROM: PSI Pumping Solutions, Inc  
 OWNER: UPPER MERION TOWNSHIP  
 175 W. VALLEY FORGE ROAD  
 KING OF PRUSSIA, PA 19406

PROJECT: Upper Merion PS Equip Repl  
 Multiple Locations  
 APPLICATION NO: 2  
 INVOICE NO: 220702  
 EMAIL:  
 INVOICE DATE: 9/26/2023

CUSTOMER: Arro Consulting, Inc.  
 CONTACT: 10962.14  
 VIA ENGINEER: 10962.14  
 ENG PROJECT NO: 10962.14  
 PERIOD TO: 8/25/2023  
 CONTRACT NO: AVBTR-2-21

**CONTRACTOR'S APPLICATION FOR PAYMENT**

*Application is made for Payment, as shown below, in connection with the Contract; continuation sheet is attached.*

CHANGE ORDER SUMMARY	Additions	Deductions
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
Totals	0.00	0.00
Net change by Change Order	0.00	

1) Original Contract Sum	\$30,800.00
2) Net Change by Change Orders	\$0.00
3) Contract Sum to Date	\$30,800.00
4) Completed and Stored to Date	\$19,600.00
5) 10% Retainage	\$980.00
6) Total Earned less Retainage	\$18,620.00
7) Less Previous Certificates of Payment	\$5,040.00
8) Current Payment Due	\$13,580.00
9) Balance to Finish, including Retainage	\$12,180.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: PSI Pumping Solutions, Inc  
 By: [Signature]  
 (Project Manager) Date: 10/3/2023

ENGINEER'S CERTIFICATE FOR PAYMENT  
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of:

Subscribed and Sworn to before me this 3 day of October, 2023

AMOUNT CERTIFIED.....\$13,580.00  
 (Attach explanation if amount certified differs from the amount applied for.)

Commonwealth of Pennsylvania - Notary Seal  
 Alyson M Hudson, Notary Public  
 Adams County  
 My Commission Expires November 15, 2023  
 Commission Number 1360339

ENGINEER:  
 By: [Signature] Date: 10/3/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Notary Public: [Signature]

OWNER:

By: \_\_\_\_\_ Date: \_\_\_\_\_



ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
00	Gen Requirements	4,000.00	3,000.00	0.00	0.00	3,000.00	75%	1,000.00	150.00
01	Abrahms	6,500.00	0.00	6,500.00	0.00	6,500.00	100%	0.00	325.00
02	Valley Brook PS	2,600.00	2,600.00	0.00	0.00	2,600.00	100%	0.00	150.00
03	Trout Run	10,200.00	0.00	0.00	0.00	0.00	0%	10,200.00	0.00
04	Permits and Fees	7,500.00	0.00	7,500.00	0.00	7,500.00	100%	0.00	375.00
		\$30,800.00	\$5,600.00	\$14,000.00	\$0.00	\$19,600.00		\$11,200.00	980.00

# APPLICATION AND CERTIFICATION FOR PAYMENT

**TO OWNER:**  
Upper Merion Township/  
KOP Business District  
234 Mall Blvd., Suite 234  
King of Prussia, PA 19406

**PROJECT:**  
First Avenue  
Linear Park, Phase 2

**FROM CONTRACTOR:**  
ROAD-CON, INC.  
902 CAMARO RUN DRIVE  
WEST CHESTER, PA 19380

**VIA ARCHITECT:**  
RK&K CM/CI  
680 American Ave., Suite 300  
King of Prussia, PA 19406

AIA DOCUMENT G702

APPLICATION NO:

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

PAGE 1 OF

2 PAGES

Distribution to:	
<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
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## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>1,837,404.70</u>
2. Net change by Change Orders	\$	<u>173,415.22</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>2,010,819.92</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>1,901,903.85</u>
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	<u>95,095.19</u>
b. 0 % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>95,095.19</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>1,806,808.66</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,687,682.55</u>
8. CURRENT PAYMENT DUE	\$	<u>119,126.11</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>204,011.26</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 9/18/2023

State of: Pennsylvania County of: Chester  
Subscribed and sworn to me this 18th day of September  
Notary Public: Samantha Hart  
My Commission expires: August 27, 2027

Commonwealth of Pennsylvania - Notary Seal  
 Samantha Hart, Notary Public  
 Chester County  
 My commission expires August 27, 2027  
 Commission number 1355929  
 Member, Pennsylvania Association of Notaries

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$173,415.22	\$0.00
Total approved this Month		
TOTALS	\$173,415.22	\$0.00
NET CHANGES by Change Order	\$173,415.22	

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	08
APPLICATION DATE:	9/18/2023
PERIOD TO:	9/18/2023
ARCHITECT'S PROJECT NO:	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE UNIT PRICE	D BID QUANTITY	E SCHEDULED VALUE TOTAL PRICE	G WORK COMPLETED		H AMOUNT THIS PERIOD	I TOTAL COMPLETED AND STORED TO DATE (F+H)	K BALANCE TO FINISH (C-G)	L RETAINAGE 0.05
					F FROM PREVIOUS APPLICATION	G QTY THIS PERIOD				
<b>BASE BID</b>										
0201-0001	Clearing and Grubbing	\$320,000.00	1.00	\$320,000.00	\$320,000.00		\$0.00	\$320,000.00	\$0.00	\$16,000.00
0203-0001	Class 1 Excavation	\$82.00	1365.00	\$111,930.00	\$111,930.00		\$0.00	\$111,930.00	\$0.00	\$5,596.50
0313-0526	Superpave Asphalt Mixture Design, Base Course, PG 645-22, 3 to < 10 Million ESALS, 25.0 MM mix, 6" Depth	\$61.00	183.00	\$11,163.00	\$11,163.00		\$0.00	\$11,163.00	\$0.00	\$558.15
0350-0106	Subbase 6" Depth (No. ZA)	\$14.00	1741.00	\$24,374.00	\$24,469.98		\$0.00	\$22,463.98	\$1,910.02	\$1,123.20
0413-0298	Superpave Asphalt Mixture Design, Wearing Course, PG 645-22, 3 to < 10 Million ESALS, 9.5 MM Mix, 1 1/2" Depth, SRL-H SY 1741.00	\$15.25	1741.00	\$26,550.25	\$24,469.69		\$0.00	\$24,469.69	\$2,080.56	\$1,223.48
0413-6055	Superpave Asphalt Mixture Design, Binder Course, PG 645-22, 3 to <10 Million ESALS, 19.0 MM Mix, 2 1/2" Depth	\$19.50	1741.00	\$33,949.50	\$31,289.11		\$0.00	\$31,289.11	\$2,660.39	\$1,564.46
0460-0001	Asphalt Tack Coat	\$0.75	1741.00	\$1,305.75	\$0.00		\$0.00	\$0.00	\$1,305.75	\$0.00
0605-2711	Type C Concrete Top Unit and Bicycle Safe Gate	\$2,000.00	1.00	\$2,000.00	\$4,000.00		\$0.00	\$4,000.00	(\$2,000.00)	\$200.00
0605-2731	Type M Concrete Top Unit and Bicycle Safe Gate	\$2,000.00	1.00	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	\$0.00	\$100.00
0605-2850	Standard Inlet Box, Height	\$5,800.00	1.00	\$5,800.00	\$11,600.00		\$0.00	\$11,600.00	(\$5,800.00)	\$580.00
0606-0162	Grade Adjustments of Existing Utility Boxes	\$925.00	12.00	\$11,100.00	\$8,325.00		\$0.00	\$8,325.00	\$2,775.00	\$416.25
0613-0001	Stone Backfill for Miscellaneous Drainage	\$150.00	34.62	\$5,193.00	\$5,193.00		\$0.00	\$5,193.00	\$0.00	\$259.65
0619-0470	Permanent Impact Attenuating Device, Type II, Test Level 3 (Energy Absorbing Terminals, Tangent)	\$4,650.00	1.00	\$4,650.00			\$0.00	\$0.00	\$4,650.00	\$0.00
0620-0503	Remove Existing Guide Rail (Contractor's Property)	\$10.00	445.00	\$4,450.00	\$4,450.00		\$0.00	\$4,450.00	\$0.00	\$222.50
0620-1600	Type 31S Guide Rail	\$44.00	338.00	\$14,872.00		250	\$11,000.00	\$11,000.00	\$3,872.00	\$550.00
0620-1650	Type 31-Strong Post End Treatment	\$2,300.00	5.00	\$11,500.00			\$0.00	\$0.00	\$11,500.00	\$0.00
0630-0001	Plain Cement Concrete Curb	\$76.00	723.00	\$54,948.00	\$52,364.00		\$0.00	\$52,364.00	\$2,584.00	\$2,618.20
0695-0004	Sidewalk Detectable Warning System, Polymer Composite	\$32.00	111.00	\$3,552.00	\$4,000.00		\$0.00	\$4,000.00	(\$418.00)	\$200.00
9804-0011	Seeding and Soil Supplements, Formula B	\$2.40	1756.00	\$4,214.40	\$1,956.46		\$0.00	\$1,956.46	\$2,257.94	\$97.82
0806-0112	Temporary Rolled Erosion Control	\$3.60	1032.00	\$3,715.20	\$5,431.86		\$0.00	\$5,431.86	(\$1,716.66)	\$271.59
0810-0052	Selective Tree Removal	\$2,350.00	14.00	\$32,900.00	\$30,550.00		\$0.00	\$30,550.00	\$2,350.00	\$1,527.50
4610-7001	Pavement Base Drain, 4", Wrapped in Geotextile, with Outlets and Covers	\$26.00	310.00	\$8,060.00	\$8,060.00		\$0.00	\$8,060.00	\$0.00	\$403.00
4630-0010	Plain Cement Concrete Curb, including Removal of Existing Curb and Pavement Restoration.	\$171.00	140.00	\$23,940.00	\$28,984.50		\$0.00	\$28,984.50	(\$5,044.50)	\$1,449.23
4676-0001	Cement Concrete Sidewalk, 8" Depth	\$237.00	66.00	\$15,642.00	\$13,800.51		\$0.00	\$13,800.51	\$1,841.49	\$690.03
4676-0010	Cement Concrete Sidewalk, including Excavation and Roadside Development	\$201.00	69.00	\$13,869.00	\$17,446.80		\$0.00	\$17,446.80	(\$3,577.80)	\$872.34
0855-0003	Sediment Filter Bag	\$600.00	2.00	\$1,200.00			\$0.00	\$0.00	\$1,200.00	\$0.00
0860-0002	Inlet Filter Bag For Type C Inlet	\$240.00	2.00	\$480.00	\$480.00		\$0.00	\$480.00	\$0.00	\$24.00
0867-0018	Compost Filter Sock, 18" Diameter	\$10.00	2,370.00	\$23,700.00	\$23,700.00		\$0.00	\$23,700.00	\$0.00	\$1,185.00
0867-0022	Compost Filter Sock, 24" Diameter	\$18.00	50.00	\$900.00			\$0.00	\$0.00	\$900.00	\$0.00
4849-0020	Rock Construction Entrance with Wash Rack, Modified	\$6,000.00	5.00	\$30,000.00			\$0.00	\$0.00	\$30,000.00	\$0.00
0931-0001	Post Mounted Signs, Type B	\$72.00	41.00	\$2,952.00	\$2,952.00		\$0.00	\$2,952.00	\$0.00	\$147.60
0935-0001	Post Mounted Signs, Type F	\$45.00	5.00	\$225.00	\$225.00		\$0.00	\$225.00	\$0.00	\$11.25
0941-0001	Reset Post Mounted Signs, Type B	\$300.00	6.00	\$1,800.00	\$1,800.00		\$0.00	\$1,800.00	\$0.00	\$90.00
0945-0001	Reset Post Mounted Signs, Type F	\$30.00	2.00	\$60.00	\$60.00		\$0.00	\$60.00	\$0.00	\$3.00
4951-4022	Pedestrian Stub Pole, Type B	\$1,700.00	3.00	\$5,100.00	\$5,100.00		\$0.00	\$5,100.00	\$0.00	\$255.00
0954-0012	2 Inch Conduit	\$13.50	50.00	\$675.00	\$580.50		\$0.00	\$580.50	\$94.50	\$29.03
0954-0151	Trench & Backfill, Type I	\$20.25	50.00	\$1,012.50	\$749.25		\$0.00	\$749.25	\$263.25	\$37.46
0954-0201	Signal Cable, 14 AWG, 3 Conductor	\$3.60	363.00	\$1,306.80	\$468.00		\$0.00	\$468.00	\$838.80	\$23.40
4956-0500	Pedestrian Push Button, Latching LED	\$400.00	3.00	\$1,200.00	\$1,200.00		\$0.00	\$1,200.00	\$0.00	\$60.00
0950-0001	4" White Thermoplastic Pavement Markings	\$3.60	385.00	\$1,386.00	\$1,386.00		\$0.00	\$1,386.00	\$0.00	\$69.30
0960-0011	12" White Thermoplastic Pavement Markings	\$3.60	25.00	\$90.00	\$90.00		\$0.00	\$90.00	\$0.00	\$4.50
0960-0021	24" White Thermoplastic Pavement Markings	\$3.60	25.00	\$90.00	\$90.00		\$0.00	\$90.00	\$0.00	\$4.50
4960-0408	White Hot Thermoplastic Legend, "H", 4'-0"	\$600.00	1.00	\$600.00	\$600.00		\$0.00	\$600.00	\$0.00	\$30.00
4960-0425	White Hot Thermoplastic Legend, "Y", 4'-0"	\$600.00	1.00	\$600.00	\$600.00		\$0.00	\$600.00	\$0.00	\$30.00
4960-0104	White Hot Thermoplastic Legend, "XING", 4'-0"	\$600.00	1.00	\$600.00	\$600.00		\$0.00	\$600.00	\$0.00	\$30.00
9000-0001	Modification of Existing Junction Box	\$3,000.00	3.00	\$9,000.00			\$0.00	\$0.00	\$9,000.00	\$0.00
9000-0002	Traffic Signal Timing Change	\$1,000.00	2.00	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	\$0.00	\$100.00
9000-0004	Remediation of Sinkholes	\$1.00	5000.00	\$5,000.00			\$0.00	\$0.00	\$5,000.00	\$0.00
9000-0108	Remove Leasing Sign and return to Owner	\$400.00	1.00	\$400.00	\$400.00		\$0.00	\$400.00	\$0.00	\$20.00
9000-0320	Plant Protection Zone	\$5.00	2575.00	\$12,875.00	\$5,746.45		\$0.00	\$5,746.45	\$7,128.55	\$287.32





106 Schubert Drive  
Downingtown, PA 19335  
Phone: (484) 880-7342  
Email: admin@JMRengineering.com

July 17, 2023

Mr. Anthony Hamaday  
Upper Merion Township  
175 W. Valley Forge Road  
King of Prussia, PA 19406-1802

**Re: Land Development Plan – 316 W. Church Road  
Extension Letter**

Dear Mr. Hamaday:

On behalf of our client, Abbonizio Real Estate Partnership, JMR Engineering would like to request an extension of time for review of the above referenced plan to January 15, 2024 for the Board of Supervisors to render a decision. The extra time will be utilized to address the comments made by the Planning Commission and Township Staff.

Please let me know if you have any questions or comments on this matter.

Very truly yours,  
**JMR Engineering, LLC**

John M. Robinson, P.E., M.B.A.  
President

CC: Abbonizio Real Estate Partnership - co: Nick Abbonizio.

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**COOPERATIVE MANAGEMENT AGREEMENT FOR THE  
DESIGN OF THE NORTH GULPH TRAIL  
FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
UPPER MERION TOWNSHIP, MONTGOMERY COUNTY**

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# **SCOPE OF WORK**

**Prepared By:**

**Boles, Smyth Associates, Inc.  
2400 Chestnut Street  
Philadelphia, PA 19103  
Phone: (215) 561-2644 X 124**

**For:**

**Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406-1802  
Phone: 610-265-2600**

**September 13, 2023**





North Gulph Road Trail from the Valley Forge National  
Historical Park (VFNHP) Boundary to First Avenue  
Upper Merion Township, Montgomery County  
Technical Proposal

**Task A      30% Plan Submission (Preliminary Engineering Design & Cost Estimate)**

This task is for completion of Preliminary Engineering services to establish a Preferred Design to determine Right-of-Way and/or Easement requirements, if needed, for the North Gulph Road Trail from the Valley Forge National Historical Park (VFNHP) Boundary to First Avenue in Upper Merion Township, Montgomery County. The task objective is to define the Preferred Trail Alignment such that environmental impacts, right-of-way requirements and utility impacts will be established. It is anticipated that all of the Trail Easement will be on PennDOT Right-of-Way (ROW) with the exception of possible partial Trail Easement acquisitions at the northeast and southeast corners of the intersection at First Avenue and North Gulph Road (SR3039).

This task also includes completion of the preliminary trail design for the Preferred Alternative. BSA will coordinate with Upper Merion Township and the National Park Service (NPS) to analyze potential trail alignments. Based on the alignment, BSA will then advance the horizontal, vertical and cross section design.

This task will also define the level of environmental permitting. The proposed Limit of Disturbance will be determined and evaluated. It is assumed that the limit of disturbance (LOD) will be under 1.0 acres and a PA Department of Environmental Protection NPDES General Permit will not be required. An Erosion and Sediment Pollution Control Plan will be prepared for the project. This includes up to two (2) meetings with the Montgomery County Conservation District (MCCD). It is assumed Post Construction Stormwater Management Plans will not be required because the Limit of Disturbance is assumed to be below 1 acre.

This task includes compliance with the PA One-Call System design call requirements including PA Act 287 of 1974, as amended (73 P.S. § 176, et seq.) BSA will add the one call serial numbers and the 1-800-242-1776 number to the plan prior to forwarding the plan to facility owners. BSA will prepare an existing Utility Verification Plan and will include the appropriate label and number, as applicable, for each facility. Once the utility location plan is compiled, BSA will submit copies of the plan to each utility owner on the project with a formal request for their verification of the facilities data depicted. BSA will incorporate revisions, additions, or deletions resulting from the verification comments received from the owners.

This task is for Right-of-Way coordination to prepare Plot Plans for up to three (3) properties and preparation of Legal Descriptions for up to three (3) properties. This task includes:

- Preparation of draft Plot Plans for up to three (3) properties that require fee simple trail easements and/or temporary construction easements.
- Revision of Plot Plans for up to three (3) properties at the 60% submission.
- Preparation of final Plot Plans and Legal Descriptions for up to three (3) properties for recordation at the 90% submission.

It is assumed this project will not require Right-of-Way Plans to be reviewed by PennDOT and the project will not require PennDOT Right-of-Way Clearance.

North Gulph Road Trail from the Valley Forge National  
Historical Park (VFNHP) Boundary to First Avenue  
Upper Merion Township, Montgomery County  
Technical Proposal

This task includes the following deliverables:

- Preliminary plan set for Constructability review and safety considerations including the Roadway Plan, Profile, preliminary Pavement Marking & Signing Plans, preliminary Traffic Control Plans and Cross Sections.
- A Design Criteria Report to document the design standards utilized for the project and determine the need for any Design Exceptions.
- Established Trail Easement lines and Temporary Construction Easement lines.

**Task B Analysis and Preliminary Design of Retaining Wall under US 422 Bridge Over N. Gulph Road**

BSA will also prepare the draft Conceptual Type, Size & Location (CTS&L) Plan for a retaining wall(s) necessary for a Design-Build structure with No As-Designed Foundation in accordance with PennDOT Publication 448, Section 3.2.3 including preliminary cost comparisons of alternatives to support the CTS&L recommendations. BSA will finalize the horizontal, vertical and cross section design. It is assumed that no borings will be required for this project. Based on the available geotechnical investigation performed for the SR 0422 Bridge over North Gulph Road, it is assumed the existing borings and testing for the Bridge will be adequate for the retaining wall structure design for this effort.

It is assumed that no physical modifications will be required to the existing SR 0422 structure over North Gulph Road that would require structural analysis, calculations, plans or specifications related to the existing structure.

**Task C 60% Submission (Highway Occupancy Plans Submission & Cost Estimate)**

This task is for completion of Preliminary Engineering based on the selected Preferred Alternative from the 30% design submission. This task includes:

- Prepare Construction Plans to 60% submission plans level. The Construction Plans will also include 60% design level of:
  1. Trail (Roadway) Plans and Profiles
  2. Typical Sections
  3. ADA Ramp Concepts and Curb Ramp Plans
  4. Contour Grading & Drainage layout
  5. Conceptual Type, Size & Location Plans
  6. Pavement Marking & Signing Plans
  7. Traffic Control Plans
  8. Erosion & Sediment Pollution Control Plans
  9. Cross Sections every 50 feet
- Determine the need for Specifications for non-standard items that will require specific direction to the selected Contractor.
- Prepare a preliminary list of project bid items, determine the quantities for each item and prepare a Summary Sheet

North Gulph Road Trail from the Valley Forge National  
Historical Park (VFNHP) Boundary to First Avenue  
Upper Merion Township, Montgomery County  
Technical Proposal

- Update the Opinion of Probable Cost to 60% level.
- Prepare the proposed Construction Schedule.
- Create a PNDI and coordinate with environmental review agency(ies) as needed if threatened or endangered species potential impacts are identified.

Although the project will not be bid on through PennDOT's ECMS, it is assumed the project will utilize the standard PennDOT item numbering convention and require PennDOT Publication 408 construction standards.

#### **Task D Preliminary Traffic Signal Plan, Pavement Marking & Signing**

BSA will prepare one (1) Traffic Signal Plan (TSP) revision resulting from the incorporation of North Gulph Road Trail facilities on North Gulph Road at First Avenue. This effort includes up to two (2) plan submissions to the PennDOT District 6-0 Traffic Unit for review of the proposed revisions to the existing TSP at First Avenue.

#### **Task E Project Management, Outreach, Coordination and Survey/Base Mapping Development**

This task includes the administrative effort required to complete the project on time and within budget. Project Management involves the planning, scheduling, organizing and controlling of resources to achieve specific objectives within established schedule, budget and quality standards. The Project Manager is responsible for monitoring the design team's performance and project development, controlling project costs and coordinating the flow of information concerning the project. Jack Smyth, Jr. P.E. will be the Project Manager for this project.

This task includes meeting preparation, attendance and documentation in the form of minutes. This includes Project Status and PennDOT Design Review Meetings. BSA will attend project meetings as necessary and preparation for the meetings will include an agenda and graphics necessary to conduct the meeting.

It is assumed no Public Open House meetings will be required due to the non-controversial nature of this project. Therefore, this task assumes coordination with Upper Merion Township in consultation with the National Park Service, as well as preparation and attendance at one (1) Township meeting. Meetings will include up to eight (8) Project Status Meetings with Upper Merion Township and the NPS (in-person or virtual), two (2) PennDOT Design Review Meetings and one (1) Township Meeting.

BSA will prepare a design schedule that ranges from Preliminary Engineering (PE) and Final Design (FD) to Contract Award based on the 30%/60%/90%/100% model. BSA will maintain the design schedule and document all schedule issues to ensure that the project bid package is completed by December 31, 2024. BSA will coordinate the schedule development with the project team. The scope deliverables include: a draft design schedule in portable document format (PDF) and/or hard copy consistent with the milestones table presented in this proposal.

North Gulph Road Trail from the Valley Forge National  
Historical Park (VFNHP) Boundary to First Avenue  
Upper Merion Township, Montgomery County  
Technical Proposal

**Task F      90% Submission (Trail Design - Final Design)**

This task is for completion of Final Design and includes:

- Prepare Construction Plans that include final design of:
  1. Roadway Plans and Profiles
  2. Typical Sections
  3. Special Details
  4. ADA Ramp Details and Curb Ramp Plans
  5. Contour Grading & Drainage Plans with drainage analysis
  6. Conceptual Type, Size & Location Plans
  7. Pavement Marking & Signing Plans
  8. Traffic Control Plans
  9. Erosion & Sediment Pollution Control Plans
  10. Cross Sections every 50 feet
- Prepare Specifications for non-standard items that will require specific direction to the selected Contractor.
- Prepare list of project bid items, determine the quantities for each item and present the Summary Sheet and Tabulation of Quantities Sheets through the AutoTab on-line system.
- Update the Opinion of Probable Cost
- Update the proposed Construction Schedule

It is assumed the project will not involve wetland impacts.

Although the project will not be bid on through PennDOT's ECMS, it is assumed the project will utilize the standard PennDOT item numbering convention and require PennDOT Publication 408 construction standards.

**Task G      Final CTS&L Plan for Trail Retaining Wall Under US 422 Bridge**

BSA will prepare the final Conceptual Type, Size & Location (CTS&L) Plan for a retaining wall that may be necessary for a Design-Build structure with No As-Designed Foundation in accordance with PennDOT Publication 448, Section 3.2.3 based upon the preferred alternative from the preliminary CTS&L recommendations. BSA will finalize the horizontal, vertical and cross section design.

**Task H      Final Traffic Signal Plan, Traffic Control and Pavement Marking & Signing**

BSA will prepare and submit the final traffic submission as part of the Highway Occupancy Permit (HOP) package to obtain concurrence from the Department of Transportation for the traffic related proposed Trail Improvements. This includes the:

1. Final Traffic Signal Plan & specifications
2. Final Signal Permit Plan
3. Final Traffic Control Plan & specifications
4. Final Pavement Marking & Signing Plan with specifications.

North Gulph Road Trail from the Valley Forge National  
Historical Park (VFNHP) Boundary to First Avenue  
Upper Merion Township, Montgomery County  
Technical Proposal

**Task I Final Plans Submission (100% Submission)**

BSA will prepare the Final Bid Package for advertisement through the PennBID Purchase system (if construction funds are allocated). This task includes:

- Coordination with Upper Merion Township/Transportation Authority to provide Plans, Specifications, Estimates and approved permits for advertisement.
- Coordinate with Upper Merion Township/Transportation Authority to incorporate standard documents, forms, bonds and contract language into the Final Bid Package.
- Submit the Construction Plans for uploading.
- Prepare a Project Manual with General Standard Provisions and Project Specific Special Provisions.
- Prepare the final Engineer's Estimate and Construction Schedule.

It is assumed, BSA will assist Upper Merion Township/Transportation Authority in answering questions submitted by contractors during the bid process if construction funds become available for the Project. BSA will lead the utility coordination activities. This task involves performance of utility location/verification engineering activities including necessary provisions for the safety and protection of existing utilities. This task includes the verification of existing aerial and underground utility locations.

BSA will coordinate efforts with the utility owner. Based on field investigation, it is assumed the trail alignment will require up to three (3) utility pole relocations. It is also assumed the project will not require PennDOT D-419 Utility Clearance or the submittal of PennDOT Form 4181-UCs to individual utility companies. Lastly, it is assumed that services will not be required to field locate underground utilities. (i.e., Subsurface Utility Engineering [SUE] per PennDOT Pub 16M).

9/13/2023

BSA PRICE PROPOSAL  
COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

Total Proposal Amount \$189,984.32

Proposed Funding Distribution - Two Payments

Preliminary Engineering \$ 88,892.84  
(Including Direct Costs Other Than Payroll)

Final Design \$ 101,091.47  
Total Proposal Amount \$ 189,984.32

Estimated Contract Period: 15 Months  
Total Estimated Hours: 1688

Engineers Name: Boles, Smyth Associates, Inc.  
Address: 2400 Chestnut Street  
Philadelphia, PA 19103

Federal ID No: 23-1863016  
PennDOT Business Partner No.: 000140

Contact Person: Jack Smyth, Jr., PE  
Position: Project Manager  
Telephone No.: 215-561-2644

Proposal Prepared By: Michael Boles



9/13/2023

BSA PRICE PROPOSAL  
COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

COST SUMMARY

	Part 1 Preliminary Engineering	Part 2 Final Design	TOTAL PRICE PROPOSAL	
Total Direct Payroll Costs	\$ 33,974.35	\$ 39,753.25	\$ 73,727.60	
Overhead 128.681%	\$ 43,718.53	\$ 51,154.88	\$ 94,873.41	
Subtotal - Direct/Indirect Payroll Costs	\$ 77,692.88	\$ 90,908.13	\$ 168,601.01	
Fixed Fee - Direct Payroll (no Escalation) X 10.000%	\$ 7,769.29	\$ 9,090.81	\$ 16,860.10	
Direct Costs Other Than Payroll	\$ 2,500.00	\$ -	\$ 2,500.00	
Direct Cost By Others	\$ -	\$ -	\$ -	
Escalation	\$ 930.68	\$ 1,092.53	\$ 2,023.21	
Total Cost	\$ 88,892.84	\$ 101,091.47	\$ 189,984.32	
	Total Cost		\$ 189,984.32	
	Total Hours	773	915	1688

DERVIATION OF OVERTIME AND/OR HAZARDOUS DUTY FACTOR

None

DIRECT COSTS OTHER THAN PAYROLL

\$2,500.00

DIRECT COST BY OTHERS

\$0.00

ESCALATION OF DIRECT/INDIRECT PAYROLL COSTS

\$2,023.21

BSA PRICE PROPOSAL  
 COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
 FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
 UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

COMPENSATION OF DIRECT PAYROLL  
 PRELIMINARY ENGINEERING (30% & 60% Submissions)

Task A	30 % Plan Submission (Preliminary Engineering Design & Cost Estimate)				
J. Smyth, Jr.	Design Engineer	30 hrs. @	\$56.95 =	\$1,708.50	
M. C. Boles	Project Manager	15 hrs. @	\$63.40 =	\$951.00	
W. C. Au	Structural Engineer	0 hrs. @	\$57.90 =	\$0.00	
A. P. Sanborn	Trans. Specialist	40 hrs. @	\$44.40 =	\$1,776.00	
P. J. Boles	Eng. Technician	60 hrs. @	\$42.20 =	\$2,532.00	
E. V. Jacinto	Designer	35 hrs. @	\$39.55 =	\$1,384.25	
O. A Corchado	Civil Engineer 1	0 hrs. @	\$31.25 =	\$0.00	
C. E. Boles	Eng. Tech	20 hrs. @	\$15.50 =	\$310.00	
Subtotal		200 hrs.		\$8,661.75 \$43.31	
Task B	Analysis and Preliminary Design of Retaining Wall under US 422 Bridge Over N. Gulph Road				
J. Smyth, Jr.	Design Engineer	10 hrs. @	\$56.95 =	\$569.50	
M. C. Boles	Project Manager	0 hrs. @	\$63.40 =	\$0.00	
W. C. Au	Structural Engineer	50 hrs. @	\$57.90 =	\$2,895.00	
A. P. Sanborn	Trans. Specialist	0 hrs. @	\$44.40 =	\$0.00	
P. J. Boles	Eng. Technician	0 hrs. @	\$42.20 =	\$0.00	
E. V. Jacinto	Designer	0 hrs. @	\$39.55 =	\$0.00	
O. A Corchado	Civil Engineer 1	0 hrs. @	\$31.25 =	\$0.00	
C. E. Boles	Eng. Tech	0 hrs. @	\$15.50 =	\$0.00	
Subtotal		60 hrs.		\$3,464.50 \$57.74	
Task C	60% Submission (Highway Occupancy Plans Submission & Cost Estimate)				
J. Smyth, Jr.	Design Engineer	28 hrs. @	\$56.95 =	\$1,594.60	
M. C. Boles	Project Manager	20 hrs. @	\$63.40 =	\$1,268.00	
W. C. Au	Structural Engineer	0 hrs. @	\$57.90 =	\$0.00	
A. P. Sanborn	Trans. Specialist	60 hrs. @	\$44.40 =	\$2,664.00	
P. J. Boles	Eng. Technician	80 hrs. @	\$42.20 =	\$3,376.00	
E. V. Jacinto	Designer	40 hrs. @	\$39.55 =	\$1,582.00	
O. A Corchado	Civil Engineer 1	0 hrs. @	\$31.25 =	\$0.00	
C. E. Boles	Eng. Tech	40 hrs. @	\$15.50 =	\$620.00	
Subtotal		268 hrs.		\$11,104.60 \$41.44	



BSA PRICE PROPOSAL  
 COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
 FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
 UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

COMPENSATION OF DIRECT PAYROLL

Task D	Preliminary Traffic Signal Plan, Pavement Marking & Signing				
J. Smyth, Jr.	Design Engineer	20 hrs. @	\$56.95 =	\$1,139.00	
M. C. Boles	Project Manager	0 hrs. @	\$63.40 =	\$0.00	
W. C. Au	Structural Engineer	0 hrs. @	\$57.90 =	\$0.00	
A. P. Sanborn	Trans. Specialist	25 hrs. @	\$44.40 =	\$1,110.00	
P. J. Boles	Eng. Technician	40 hrs. @	\$42.20 =	\$1,688.00	
E. V. Jacinto	Designer	0 hrs. @	\$39.55 =	\$0.00	
O. A Corchado	Civil Engineer 1	0 hrs. @	\$31.25 =	\$0.00	
C. E. Boles	Eng. Tech	20 hrs. @	\$15.50 =	\$310.00	
Subtotal		105 hrs.		\$4,247.00 \$40.45	

Task E	Project Management, Outreach, Coordination and Survey/Base Mapping Development				
J. Smyth, Jr.	Design Engineer	30 hrs. @	\$56.95 =	\$1,708.50	
M. C. Boles	Project Manager	20 hrs. @	\$63.40 =	\$1,268.00	
W. C. Au	Structural Engineer	20 hrs. @	\$57.90 =	\$1,158.00	
A. P. Sanborn	Trans. Specialist	0 hrs. @	\$44.40 =	\$0.00	
P. J. Boles	Eng. Technician	0 hrs. @	\$42.20 =	\$0.00	
E. V. Jacinto	Designer	40 hrs. @	\$39.55 =	\$1,582.00	
O. A Corchado	Civil Engineer 1	20 hrs. @	\$31.25 =	\$625.00	
C. E. Boles	Eng. Tech	10 hrs. @	\$15.50 =	\$155.00	
Subtotal		140 hrs.		\$6,496.50 \$46.40	

TOTAL DIRECT PAYROLL

J. Smyth, Jr.	Design Engineer	118 hrs. @	\$56.95 =	\$6,720.10
M. C. Boles	Project Manager	55 hrs. @	\$63.40 =	\$3,487.00
W. C. Au	Structural Engineer	70 hrs. @	\$57.90 =	\$4,053.00
A. P. Sanborn	Trans. Specialist	125 hrs. @	\$44.40 =	\$5,550.00
P. J. Boles	Eng. Technician	180 hrs. @	\$42.20 =	\$7,596.00
E. V. Jacinto	Designer	115 hrs. @	\$39.55 =	\$4,548.25
O. A Corchado	Civil Engineer 1	20 hrs. @	\$31.25 =	\$625.00
C. E. Boles	Eng. Tech	90 hrs. @	\$15.50 =	\$1,395.00
TOTAL		773 hrs.		\$33,974.35 \$43.95

BSA PRICE PROPOSAL  
 COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
 FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
 UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

COMPENSATION OF DIRECT PAYROLL  
 FINAL DESIGN (100% Submissions)

Task F	90% Submission (Trail Design - Final Design)				
J. Smyth, Jr.	Design Engineer	50 hrs. @	\$56.95 =	\$2,847.50	
M. C. Boles	Project Manager	45 hrs. @	\$63.40 =	\$2,853.00	
W. C. Au	Structural Engineer	0 hrs. @	\$57.90 =	\$0.00	
A. P. Sanborn	Trans. Specialist	50 hrs. @	\$44.40 =	\$2,220.00	
P. J. Boles	Eng. Technician	60 hrs. @	\$42.20 =	\$2,532.00	
E. V. Jacinto	Designer	55 hrs. @	\$39.55 =	\$2,175.25	
O. A Corchado	Civil Engineer 1	35 hrs. @	\$31.25 =	\$1,093.75	
C. E. Boles	Eng. Tech	60 hrs. @	\$15.50 =	\$930.00	
Subtotal		355 hrs.		\$14,651.50 \$41.27	
Task G	Final CTS&L Plan for Trail Retaining Wall Under US 422 Bridge				
J. Smyth, Jr.	Design Engineer	20 hrs. @	\$56.95 =	\$1,139.00	
M. C. Boles	Project Manager	10 hrs. @	\$63.40 =	\$634.00	
W. C. Au	Structural Engineer	100 hrs. @	\$57.90 =	\$5,790.00	
A. P. Sanborn	Trans. Specialist	0 hrs. @	\$44.40 =	\$0.00	
P. J. Boles	Eng. Technician	0 hrs. @	\$42.20 =	\$0.00	
E. V. Jacinto	Designer	80 hrs. @	\$39.55 =	\$3,164.00	
O. A Corchado	Civil Engineer 1	0 hrs. @	\$31.25 =	\$0.00	
C. E. Boles	Eng. Tech	0 hrs. @	\$15.50 =	\$0.00	
Subtotal		210 hrs.		\$10,727.00 \$51.08	
Task H	Final Traffic Signal Plan, Traffic Control and Pavement Marking & Signing				
J. Smyth, Jr.	Design Engineer	20 hrs. @	\$56.95 =	\$1,139.00	
M. C. Boles	Project Manager	0 hrs. @	\$63.40 =	\$0.00	
W. C. Au	Structural Engineer	0 hrs. @	\$57.90 =	\$0.00	
A. P. Sanborn	Trans. Specialist	15 hrs. @	\$44.40 =	\$666.00	
P. J. Boles	Eng. Technician	20 hrs. @	\$42.20 =	\$844.00	
E. V. Jacinto	Designer	15 hrs. @	\$39.55 =	\$593.25	
O. A Corchado	Civil Engineer 1	0 hrs. @	\$31.25 =	\$0.00	
C. E. Boles	Eng. Tech	20 hrs. @	\$15.50 =	\$310.00	
Subtotal		90 hrs.		\$3,552.25	

BSA PRICE PROPOSAL  
 COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
 FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
 UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

COMPENSATION OF DIRECT PAYROLL

\$39.47

Task I	Final Plans Submission (100% Submission)			
J. Smyth, Jr.	Design Engineer	40 hrs. @	\$56.95 =	\$2,278.00
M. C. Boles	Project Manager	20 hrs. @	\$63.40 =	\$1,268.00
W. C. Au	Structural Engineer	0 hrs. @	\$57.90 =	\$0.00
A. P. Sanborn	Trans. Specialist	35 hrs. @	\$44.40 =	\$1,554.00
P. J. Boles	Eng. Technician	35 hrs. @	\$42.20 =	\$1,477.00
E. V. Jacinto	Designer	60 hrs. @	\$39.55 =	\$2,373.00
O. A Corchado	Civil Engineer 1	50 hrs. @	\$31.25 =	\$1,562.50
C. E. Boles	Eng. Tech	20 hrs. @	\$15.50 =	\$310.00
Subtotal		260 hrs.		\$10,822.50
				\$41.63

TOTAL DIRECT PAYROLL

J. Smyth, Jr.	Design Engineer	130 hrs. @	\$56.95 =	\$7,403.50
M. C. Boles	Project Manager	75 hrs. @	\$63.40 =	\$4,755.00
W. C. Au	Structural Engineer	100 hrs. @	\$57.90 =	\$5,790.00
A. P. Sanborn	Trans. Specialist	100 hrs. @	\$44.40 =	\$4,440.00
P. J. Boles	Eng. Technician	115 hrs. @	\$42.20 =	\$4,853.00
E. V. Jacinto	Designer	210 hrs. @	\$39.55 =	\$8,305.50
O. A Corchado	Civil Engineer 1	85 hrs. @	\$31.25 =	\$2,656.25
C. E. Boles	Eng. Tech	100 hrs. @	\$15.50 =	\$1,550.00
TOTAL		915 hrs.		\$39,753.25
				\$43.45

BSA PRICE PROPOSAL  
 COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
 FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
 UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

DIRECT COSTS OTHER THAN PAYROLL

Survey Support (Equipment Rental)	\$2,500.00
Total	\$2,500.00

DIRECT COST BY OTHERS

	Part 1 (PE)	Part 2 (FD)	Parts 1 & 2
None	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Subtotal by Part	\$ -	\$ -	Total \$ -

ESCALATION OF DIRECT/INDIRECT PAYROLL COSTS

We Anticipate a 3% Cost of Living Increase on July 1, 2024  
 The Anticipated Notice to Proceed Date is October 1, 2023

Duration	15 Months		
\$ 168,601.01	X	1.200%	\$ 2,023.21

ESCALATION OF DIRECT/INDIRECT PAYROLL COSTS

Anticipated Notice to Proceed (NTP) 10/1/2023  
 Estimated Completion Date 12/31/2024

Escalation Factor	9 Month @	1.000	9.0000
	6 Month @	1.030	6.1800
	0 Month @	1.061	0.0000
	0 Month @	1.093	0.0000
	15		15.1800

Escalation = 15.1800 divided by 15 Months = 1.200%

BSA PRICE PROPOSAL  
COOPERATIVE MANAGEMENT OF THE DESIGN OF THE NORTH GULPH TRAIL  
FROM VALLEY FORGE PARK BOUNDARY TO FIRST AVENUE  
UPPER MERION TOWNSHIP, MONTGOMERY COUNTY

Rates in Effect  
From July 1, 2023  
to June 30, 2024

EMPLOYEE CLASSIFICATIONS

NAME	CLASSIFICATION	ACTUAL HOURLY RATE
A. PRINCIPAL		
J. Smyth, Jr.	Design Engineer	\$56.95
M. C. Boles	Project Manager	\$63.40
R. G. Wagenmann	Trans./Pub.Works Spec.	\$62.05
W. C. Au	Structural Engineer	\$57.90
A. P. Sanborn	Trans. Specialist	\$44.40
P. J. Boles	Eng. Technician	\$42.20
E. V. Jacinto	Designer	\$39.55
O. A Corchado	Civil Engineer 1	\$31.25
C. E. Boles	Eng. Tech	\$15.50

**AFTER RECORDING RETURN TO:**

Parcel No: **58-00-13346-00-6, 58-00-13345-90-7**

**AMENDMENT TO**  
**VOLUNTARY DECLARATION OF**  
**RESTRICTIVE COVENANT**

This Amendment to Voluntary Declaration of Restrictive Covenant (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by **Mancill Mill Road Company** (“Declarant”) and the **Board of Supervisors of Upper Merion Township** (“Supervisors”).

**BACKGROUND OF THIS DECLARATION**

A. Declarant is the record owner of an approximately 24.56 acre parcel of land located within Upper Merion Township located at 850 Mancill Mill Road and identified by Montgomery County Uniform Parcel Identification Numbers **58-00-13346-00-6** and **58-00-13345-90-7**;

B. On October 14, 2020, Declarant executed that certain Voluntary Declaration of Restrictive Covenant recorded on October 30, 2020 in Book 6199 at page 616 (“Declaration”), wherein Declarant voluntarily restricted part of the property containing 18.644 acres more or less (the “Property”) in accordance with that Declaration, requiring certain restrictions and controls on the development of the Property;

C. Paragraph 1.a.iv. of the Declaration requires that all units to be constructed upon the Property shall be constructed in “a substantially similar manner as the architectural elevations presented to the Upper Merion Board of Supervisors at the July 9th, 2020 public meeting and attached [to the Declaration] as Exhibit ‘B’ and made part [of the Declaration].

D. On December 8, 2022, Declarant was granted final land development approval, wherein certain modifications to the said architectural elevations were presented to, and approved by, the Supervisors.

E. Declarant and Supervisors wish to amend the Declaration to reflect the more-recently approved architectural elevations, while retaining the remainder of the Declaration in full force and effect.

F. Declarant has been advised of its right to have independent legal advice regarding this Amendment and has been afforded the opportunity to do so, and Declarant has carefully read and fully understands the terms of this Amendment and believes it to be fair, just, and reasonable.

G. This Amendment was duly considered and approved by the Supervisors at their meeting on the 12th day of October, 2023.

H. This Amendment shall not conflict with the proposed buildings heights or footprints than what was approved by the Supervisors with the final land development approval.

**NOW, THEREFORE,** Declarant, intending to be legally bound hereby, declares as follows:

1. **RESTRICTION.** The Declarant hereby declares that the Property identified as part of Montgomery County Uniform Parcel Identification Numbers **58-00-13346-00-6** and **58-00-13345-90-7** are hereby restricted as follows:

a. Declarant wishes to voluntarily restrict the Property in accordance with this Declaration requiring that:

i. All units shall be constructed in a substantially similar manner as the architectural elevations presented to the Upper Merion Board of Supervisors in support of the plan approved for final land development approval for the Property, and as depicted in the elevations and renderings attached hereto as Exhibit "Amendment-1" and made a part hereof.

2. **CONTINUATION OF DECLARATION.** The Declaration is hereby amended as described in this Amendment. The Declaration shall remain in full force and effect except to the extent expressly modified herein. This restriction shall be deemed to run with the Land. Every person who owns, occupies or acquires any right, title, estate or interest in and to the

Property, or any portion thereof shall be deemed to have consented and agreed to every restriction and covenant contained herein, whether or not reference to these restrictions and covenants is contained in the instrument by which such person acquired an interest in the Property or any portion thereof.

**3. GENERAL PROVISIONS.**

a. **Recording.** This Amendment shall be recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Commonwealth of Pennsylvania immediately by Declarant, Declarant's designee, or by the Upper Merion Township Solicitor's Office.

b. **Severability.** If any term or provision of this Amendment, Declaration, or any part of such term or provision, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Amendment and/or Declaration, or the application of such term or provision or remainder, shall not be affected thereby and each term and provision of this Amendment and the Declaration shall be valid and enforceable to the fullest extent permitted by law.

c. **Effective Date.** This Declaration shall become effective and binding upon when duly entered of record in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania. It shall remain effective unless and until properly terminated in accordance with the terms of this Declaration.

g. **Amendment or Termination.** This Amendment shall not be amended or terminated except by a written instrument properly recorded and signed by Upper Merion Township Board of Supervisors. Any amendment or termination of this Amendment, the Declaration, or both, shall also be entered of record in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.



**IN WITNESS WHEREOF**, Declarant has executed this Declaration on the date first written above.

**DECLARANT:**  
**Mancill Mill Road Company**

**By:** \_\_\_\_\_  
Daniel J. Piazza,  
Vice President

**SUPERVISORS:**  
**The Board of Supervisors of  
Upper Merion Township**

**By:** \_\_\_\_\_  
Tina Garzillo,  
Chaiperson

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Daniel J. Piazza, being duly sworn according to law, deposes and says that he is the Vice President of the **Mancill Mill Road Company**, and that he, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Tina Garzillo, being duly sworn according to law, deposes and says that she is the Chairperson of the Board of Supervisors of Upper Merion Township for **Upper Merion Township**, and that she, being duly authorized to do so on behalf of the Township, executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

**Exhibit “Amendment – 1”**

**Architectural Renderings & Elevations**

**SUPERVISORS OF UPPER  
MERION TOWNSHIP**

**ACCOUNTS PAYABLE**

**INVOICES PROCESSED**

*September 7, 2023 to October 4, 2023*

**Approval Date: October 12, 2023**



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01138 Due from Developers</b>			
LAW OFFICE OF SEAN KILKENNY	0 REEDEL ROAD: 1813 (LD)	01138 - 0000	52.50
	0 REEDEL ROAD: 1813 (LD)	01138 - 0000	105.00
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	105.00
	2501 & 2901 RENAISSANCE: 1785	01138 - 0000	490.00
	2901 RENAISSANCE: 1785 (LD)	01138 - 0000	1,207.50
	555 FLINT HILL ROAD: 1802 (LD)	01138 - 0000	52.50
	555 FLINT HILL ROAD: 1802 (LD)	01138 - 0000	52.50
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	52.50
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	227.50
	850 MANCILL MILL RD: 1787 (LD)	01138 - 0000	105.00
	850 MANCILL MILL RD: 1787 (LD)	01138 - 0000	227.50
	GLASGOW TRACT: 1682 (LD)	01138 - 0000	105.00
	GLASGOW TRACT: 1682 (LD)	01138 - 0000	105.00
	MANCILL MILL HOTEL: 1659 (LD)	01138 - 0000	455.00
MCMAHON ASSOCIATES INC	0 REEDEL ROAD: 1813 (LD)	01138 - 0000	895.00
	121 EAST CHURCH RD: 1831 (LD)	01138 - 0000	912.50
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	2,015.00
	2501 & 2901 RENAISSANCE: 1785	01138 - 0000	15.50
	555 FLINT HILL ROAD: 1802 (LD)	01138 - 0000	1,045.00
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	1,065.00
	850 MANCILL MILL RD: 1787 (LD)	01138 - 0000	195.00
REMINGTON & VERNICK ENGINEERS II, INC	0 REEDEL ROAD: 1813 (LD)	01138 - 0000	1,237.50
	121 EAST CHURCH RD: 1831 (LD)	01138 - 0000	495.00
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	1,772.50
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	6,139.06
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	3,377.50
	677 WEST DEKALB PK: 1811 (LD)	01138 - 0000	8,802.79
	850 MANCILL MILL RD: 1787 (LD)	01138 - 0000	87.50
	STONEBROOK: 1682 (LD)	01138 - 0000	6,701.68
	UM HIGH SCHOOL: 1694 (LD)	01138 - 0000	6,357.67
	<b>Total Due from Developers</b>		<b>44,456.70</b>
<b>01150 Gas/Diesel/Postage</b>			
PETROLEUM TRADERS CORP	DIESEL: PW GARAGE	01150 - 2301	2,264.67
	DIESEL: PW GARAGE	01150 - 2301	2,357.05
	DIESEL: PW GARAGE	01150 - 2301	2,821.04
	DIESEL: PW GARAGE	01150 - 2301	3,144.37
	GASOLINE: PW GARAGE	01150 - 2300	2,680.85
	GASOLINE: PW GARAGE	01150 - 2300	2,681.58
	GASOLINE: PW GARAGE	01150 - 2300	2,752.66
	GASOLINE: PW GARAGE	01150 - 2300	3,843.98
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,378.87
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,681.58
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	3,001.49
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	3,395.09
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL-OCT	01150 - 3250	300.00
	POSTAGE METER BULK REFILL-OCT	01150 - 3250	1,400.00
	<b>Total Gas/Diesel/Postage</b>		<b>35,703.23</b>
<b>01301 GF - Property Taxes</b>			
REAL ESTATE REFUNDS	RE TAX REFUND-1215 GULPH CREEK	01301 - 0100	31.74
	RE TAX REFUND-1215 GULPH CREEK	01301 - 0100	261.00
	RE TAX REFUND-122 N HENDERSON	01301 - 0100	520.34
	RE TAX REFUND-760 MOORE RD	01301 - 0100	10,090.08
	<b>Total GF - Property Taxes</b>		<b>10,903.16</b>

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01310 511 Taxes</b>			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-AUG23	01310 - 0400	51,145.36
	UMASD SHARE OF LST/AMUSE-AUG23	01310 - 0700	116,660.03
	<i>Total 511 Taxes</i>		<b>167,805.39</b>
<b>01362 Public Safety</b>			
SAFETY & CODES REFUND	PERMIT REFUND	01362 - 0400	64.50
	PERMIT REFUND	01362 - 0400	2,864.50
	<i>Total Public Safety</i>		<b>2,929.00</b>
<b>01367 Park &amp; Recreation</b>			
PARK & REC REFUND	LEARN TO SWIM REFUND	01367 - 0112	28.00
PETTY CASH	COMMUNITY FAIR AND FALL FEST	01367 - 0450	300.00
	<i>Total Park &amp; Recreation</i>		<b>328.00</b>
<b>01380 Miscellaneous</b>			
GATES FLAG AND BANNER COMPANY INC	3 HOMETOWN HERO BANNERS	01380 - 0610	590.00
MISC	23 BCA GRANT-RAIN GARDEN-EAC	01380 - 0620	1,651.35
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-AUG23	01380 - 0100	-2,333.20
	UMASD SHARE OF LST/AMUSE-AUG23	01380 - 0100	-1,022.91
	<i>Total Miscellaneous</i>		<b>-1,114.76</b>
<b>01402 Accounting</b>			
ADMIN HARRIS	941 EFILE-3RDQTR23	01402 - 2100	5.95
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-AUG	01402 - 3140	354.00
CHARLES KIRLIN	CONSULTING-SEP	01402 - 3420	140.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01402 - 1560	679.90
	LIFE/DISAB-SEPT	01402 - 1560	679.90
CINTAS CORPORATION #2	FIRST AID SUPPLIES-SEPT	01402 - 2100	58.59
CONSHOHOCKEN BREWING COMPANY	CITIZEN BOARD APPRECIATION	01402 - 9000	730.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01402 - 1560	40,657.09
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01402 - 1570	13,572.74
EASTBURN & GRAY PC	LEGAL ZHB-SEP	01402 - 3145	2,757.00
FINANCE EXPENSE CARD	BLUETOOTH FOR U212	01402 - 3310	23.29
	FUEL U212	01402 - 2300	29.57
	PARKING-GFOA MTG	01402 - 3310	8.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01402 - 3190	105.04
LAW LIBRARY OF MONTGOMERY CO	ORDINANCE FILING	01402 - 3160	25.00
	ORDINANCE FILING	01402 - 3160	25.00
LAW OFFICE OF SEAN KILKENNY	LEGAL TWP-SEP	01402 - 3140	5,000.00
	LEGAL TWP-SEP-1100 1ST AVE	01402 - 3140	140.00
	LEGAL TWP-SEP-125 W DEKALB	01402 - 3140	52.50
	LEGAL TWP-SEP-383 ANDERSON RD	01402 - 3140	210.00
	LEGAL TWP-SEP-481 GENL MUHLENB	01402 - 3140	315.00
	LEGAL TWP-SEP-650 SHOEMAKER	01402 - 3140	472.50
	LEGAL TWP-SEP-705 FLINT HILL	01402 - 3140	192.50
	LEGAL TWP-SEP-BLOSENSKI	01402 - 3140	52.50
	LEGAL TWP-SEP-CHI LU HEARING	01402 - 3140	70.00
	LEGAL TWP-SEP-LITIGATION	01402 - 3140	472.50
	LEGAL TWP-SEP-SEWER LIENS	01402 - 3140	140.00
	LEGAL TWP-SEP-TAX RECORDS	01402 - 3140	52.50
	LEGAL TWP-SEP-TOLL BROS	01402 - 3140	1,820.00
	LEGAL TWP-SEP-TRACY PROP MAINT	01402 - 3140	87.50
	LEGAL TWP-SEP-TSIOULFAIDIS	01402 - 3140	210.00
M.C.A.T.O.	MCATO FALL CONV-5 REG	01402 - 4630	250.00
MANAGERS EXPENSE CARD	BOS DINNER MTG 9/14	01402 - 9000	64.85
	BOS DINNER MTG 9/20	01402 - 9000	132.44
	BOS DINNER MTG 9/7	01402 - 9000	65.67



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MANAGERS EXPENSE CARD	GVF BFAST MTG 9/25-AH	01402 - 3310	49.87
	ICMA CONF REG-AH	01402 - 4630	175.00
	PARKING-AH	01402 - 3310	3.75
	PSATS REGIONAL FORUM REG-AH	01402 - 4620	99.00
MARK MANJARDI	ZHB CRT RPTG 9/20	01402 - 3160	200.00
PETTY CASH	PETTY CASH-COMM FAIR	01402 - 3401	340.00
PHILADELPHIA BUSINESS JOURNAL	PHILA BUS JRNL RENEWAL	01402 - 4200	170.00
PIO EXPENSE CARD	ONLINE VIDEO ARCHIVE	01402 - 2700	599.00
PIZZICO SIGNS INC	HOLIDAY LGHTS CONTEST SIGNS	01402 - 3401	90.00
RICHTER DRAFTING & OFFICE SUPPLY CO.	2 PK LEGAL PAD-HR	01402 - 2100	85.36
	4 BX FOLDERS-HR	01402 - 2100	103.04
	DEPT SUPPLIES	01402 - 9000	46.59
	NAMEPLATES-HR	01402 - 2100	91.00
ROSEANN MCGRATH	CONSULTING-ATM SEARCH	01402 - 3120	5,968.75
SIBYL BRYANT	WELLNESS FAIR-REIMB TO SB	01402 - 9000	36.55
TD BANK CARD	CITIZEN BOARD APPRECIATION	01402 - 9000	298.90
TIMES HERALD PUBLISHING CO INC	AD: BID DRY HYDRATED LIME	01402 - 3160	277.69
	AD: BID DRY HYDRATED LIME	01402 - 3160	505.38
	AD: BID TROUT WWTP LOCKER	01402 - 3160	612.96
	AD: BOS MTG 9/20	01402 - 3160	135.88
	AD: ORD KPMU DISTRICT	01402 - 3160	671.64
	AD: SODIUM HYPOCHLORITE BID	01402 - 3160	521.68
	AD: ZHB 2023-11-13	01402 - 3160	384.76
	TIMER HERALD 52 WK SUBSCR	01402 - 4200	915.00
TYLER TECHNOLOGIES INC	2,000 BLANK CK STOCK	01402 - 2100	426.24
WILD BLUE CREATIVE CATERING INC	CITIZEN BRD APPREC	01402 - 9000	1,752.00
WILLIAM A FRASER INC	FUEL SURCHARGE	01402 - 3840	5.00
	SHARP COPIER USAGE	01402 - 3840	205.08
	<b>Total</b>	<b>Accounting</b>	<b>84,421.65</b>
<b>01403 Tax Collection</b>			
TRI-STATE FINANCIAL GROUP LLC	COMMISSION-AUG23	01403 - 3900	19,698.82
	<b>Total</b>	<b>Tax Collection</b>	<b>19,698.82</b>
<b>01407 Information Technology</b>			
ADMIN HARRIS	10GB SINGLEMODE FIBER SFP'S	01407 - 2200	235.20
	3-1GB MULTIMODE SFP'S	01407 - 2200	35.25
	KEY BOX	01407 - 2200	75.99
	LENOVO POWER SUPPLY	01407 - 2200	41.02
	RETURNED RCA TO RCA ADAPTER	01407 - 2200	-5.93
CDW-G INC #3418616	ACRONIS MAINTENANCE	01407 - 3742	750.00
	ADJUSTMENT FOR ACRONIS	01407 - 3742	-37.50
	CABLES FOR MONITORS	01407 - 2200	55.94
	EXTENDED WARRANTY	01407 - 2200	11.00
	RMA FOR EXTENDED WARRANTY	01407 - 2200	-11.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01407 - 1560	86.81
	LIFE/DISAB-SEPT	01407 - 1560	86.81
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01407 - 1560	4,934.35
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01407 - 1570	2,198.88
OMEGA SYSTEMS CONSULTANTS, INC	OFFSITE NETWORK MONITORING	01407 - 3742	970.80
WEIDENHAMMER	CISCO WEB FILTERING	01407 - 3742	508.75
	<b>Total</b>	<b>Information Technology</b>	<b>9,936.37</b>
<b>01408 Planning</b>			
ARRO CONSULTING INC	MS4 REPORTING & MAPPING	01408 - 3131	8,400.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01408 - 1560	57.85
	LIFE/DISAB-SEPT	01408 - 1560	57.85
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01408 - 1560	3,290.01

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01408 - 1570	1,122.93
MCMAHON ASSOCIATES INC	TRAFFIC ENGINEERING	01408 - 3130	328.75
	TRAFFIC ENGINEERING: BROWNLIE	01408 - 3130	195.00
REMINGTON & VERNICK ENGINEERS II, INC	ENGINEERING: DEHAVEN STREET	01408 - 3130	501.55
	ENGINEERING: TANNERY DRIVE	01408 - 3130	495.00
WILLIAM A FRASER INC	SHARP COPIER USAGE	01408 - 3840	23.39
	<b>Total</b>		<b>14,472.33</b>
	<b>Planning</b>		
<b>01410 Police</b>			
911 SAFETY EQUIPMENT	911 SAFETY - DISPATCH UNIFORMS	01410 - 2380	630.00
	911 SAFETY - NAMEPLATE AND KEE	01410 - 2380	67.45
ANDREW SCAVICCHIO	TUITION REIMBURSEMENT SCAVICCH	01410 - 1855	1,881.00
AQUA PENNSYLVANIA	WATER BILL BRYCE LANE	01410 - 3600	115.27
BRENDAN BRAZUNAS	CELL PHONE REIMB BRAZUN 3RD Q	01410 - 3210	150.00
BRIDGEPORT TROPHY	BTC RETIREMENT PLAQUE FOR FIDL	01410 - 3190	171.35
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	01410 - 3730	160.72
	BRUCES PLUMBING AND HEATING	01410 - 3730	175.00
	BRUCES PLUMBING AND HEATING	01410 - 3730	525.00
CHRISTOPHER DOLGA	ACE CLEANERS REIMBURSEMENT FOR	01410 - 2380	20.79
CHRISTOPHER P. BOYLE	LEGAL TRAINING	01410 - 4620	6,105.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01410 - 1560	3,984.20
	LIFE/DISAB-SEPT	01410 - 1560	3,984.20
CINTAS CORPORATION #2	FIRST AID SUPPLIES-SEPT	01410 - 2200	212.66
COMCAST CORPORATION	COMMUNICATION LINES 09/23	01410 - 3210	200.00
	UMPD COMCAST BILL	01410 - 3600	74.08
DAVID GERSHANICK	REIMBURSEMENT FOR GERSHANICK B	01410 - 2380	120.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01410 - 1560	222,952.66
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01410 - 1570	83,088.81
DENISE KOLBMANN	2023 CODY CONNECT - FOOD BEVER	01410 - 3310	26.69
FEDERAL EXPRESS CORPORATION	ATLANTIC EMERGENCY SOLUTIONS	01410 - 3250	36.04
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01410 - 3190	34.97
	EMPLOYEE SCREENINGS	01410 - 3190	296.52
FITNESS REIMB	3RDQTR23 FITNESS REIMB	01410 - 1560	50.97
	3RDQTR23 FITNESS REIMB	01410 - 1560	89.97
	3RDQTR23 FITNESS REIMB	01410 - 1560	110.97
	3RDQTR23 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR23 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR23 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR23 FITNESS REIMB	01410 - 1560	750.00
FRANK JONES TROPHIES	FRANK JONES CROSSING GUARD RAI	01410 - 2380	20.00
GM FINANCIAL LEASING	GM FINANCING ROMBERGERS LEASE	01410 - 3750	523.94
H A THOMSON CO	ADDL INSURE PD TAHOE	01410 - 3520	309.00
JAMES J WELDON	PHILA UNIFORM GEAR - OUTER VES	01410 - 2380	125.99
JOHN KREUER	KREUER CELLPHONE 3RD QUARTER R	01410 - 3210	150.00
JOSEPH DAVIES	DAVIES CELLPHONE 3RD Q REIMBUR	01410 - 3210	75.00
KRANSON CLOTHES INC	KRANSON - UNIFROM PANTS FOR WE	01410 - 2380	390.00
MICHAEL CHAMBERS	REIMBURSEMENT - GIANT FOR CREA	01410 - 2200	27.34
	REIMBURSEMENT CHAMBERS - GIANT	01410 - 2200	10.79
	REIMBURSEMENT CHAMBERS - MEETI	01410 - 2200	38.44
MICHAEL DAVIS	CELL PHONE REIMBURSEMENT M DAV	01410 - 3210	75.00
MOTOROLA INC	MOTOROLA SOLUTIONS CHARGERS RA	01410 - 3270	802.17
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01410 - 3190	414.00
	EMPLOYEE SCREENINGS	01410 - 3190	1,242.00
PA CHIEFS OF POLICE ASSN (PCPA)	PA CHIEFS INVOICE FOR 2023 WRI	01410 - 3190	1,907.50
PECO ENERGY	PECO BRYCE LANE	01410 - 3600	142.64
PHILADELPHIA INQUIRER INC	PHILADELPHIA INQUIRER POLICE E	01410 - 3400	209.99
POLICE EXPENSE CARD	AMAZON - 2 BOXES OF LARGE ENVE	01410 - 2200	38.84

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
POLICE EXPENSE CARD	AMAZON - 9 VOLT BATTERIES	01410 - 2200	25.99
	AMAZON - AA BATTERIES	01410 - 2200	37.72
	AMAZON - AA BATTERIES - CANCEL	01410 - 2200	-37.72
	AMAZON - CLEAR DESK MAT FOR ME	01410 - 2200	11.69
	AMAZON - CR2032 BATTERIES AND	01410 - 2200	168.95
	AMAZON - FILE FOLDERS FOR SIU	01410 - 2200	23.83
	AMAZON - HUSKY CONTRACTOR GARB	01410 - 2200	39.98
	AMAZON - SIMUNITION GLOVES AND	01410 - 2200	32.31
	AMAZON - WEB CAM FOR KATARYNIC	01410 - 2200	39.88
	AMAZON 3 PAIRS OF GLOVES - DOL	01410 - 2200	33.96
	AMAZON 4 PACK DESKTOP TAPE DIS	01410 - 2200	17.58
	AMAZON 4 PAIRS OF GLOVES - DOL	01410 - 2200	50.88
	AMAZON SWIFFER WETJET FOR BRYC	01410 - 2200	28.24
	BEST WESTERN PREMIER- NOLAN (P	01410 - 3310	129.87
	CANINE OMEGA BENEFITS - BEEF F	01410 - 2200	112.34
	CHEWY - ORDER FOR ANNA	01410 - 2200	302.71
	CHEWY - ORDER FOR ANNA SEPTEMB	01410 - 2200	375.85
	CHEWY - TOOTHPASTE AND HEARTWO	01410 - 2200	78.28
	CHEYNEY UNIVERSITY CAREER DAY	01410 - 3190	100.00
	DSLR - REPAIR WORK FOR DRONE	01410 - 2950	160.74
	DUNKIN DONUTS ELVERSON RETIREM	01410 - 3190	84.76
	EAST COAST GANG TRAINING - MEO	01410 - 4620	300.00
	EXXON EXPRESS PAY CORDISIO MOT	01410 - 2300	15.21
	HERSHEY LODGE - CODY CONNECT (	01410 - 3310	441.78
	HERSHEY LODGE - CODY CONNECT (	01410 - 3310	441.78
	NJ TURNPIKE TOLL	01410 - 3750	30.00
	NTOA ACTIVE SHOOTER TRAINING	01410 - 4620	2,301.00
	REI WORK ORDER FOR POLICE BIKE	01410 - 2950	147.34
	SIMUNITION PROTECTIVE TRAINING	01410 - 4620	455.43
	SUZY JO DONUTS ELVERSON RETIRE	01410 - 3190	69.01
	THE SANDS INCORPORATED DEPOSIT	01410 - 3310	133.59
	TRANSUNION - TLO FOR SEPTEMBER	01410 - 3190	355.10
	TRITECH FORENSICS GUN BOXES FO	01410 - 2200	85.65
	WALMART ORANGE JUICE ELVERSON	01410 - 3190	17.84
POWER DMS INC	FTO SETUP	01410 - 3746	4,487.50
RADIO MAINTENANCE INC	RADIO MAINTENANCE INC - 3 RADI	01410 - 3270	2,996.70
S2VERIFY LLC	BACKGROUND CHECKS	01410 - 3190	275.00
SEAN RALPH	REIMBURSEMENT FOR BOOTS - RALP	01410 - 2380	100.00
TD BANK CARD	COSTCO - BATTERIES FOR SWAT	01410 - 2200	44.50
	COSTCO - REFRESHMENTS AND SUPP	01410 - 3190	110.64
	COSTCO UMPD KITCHEN SUPPLIES A	01410 - 2200	85.81
THE PENNSYLVANIA STATE UNIVERSITY	FTO CLASS	01410 - 4620	1,098.00
VERIZON	CDR DUMP FOR MEOLI 23-16398	01410 - 3190	115.00
	COMMUNICATION LINES 10/23	01410 - 3210	99.00
W B MASON CO INC AC# MI-1255	WB MASON - 5 BOXES OF PAPER FO	01410 - 2200	319.95
WILLIAM A FRASER INC	SHARP COPIER USAGE	01410 - 3700	258.69
WOLANIN CONSULTING AND ASSESSMENT	WOLANIN CONSULTING NEW DISPATC	01410 - 3190	425.00
	<b>Total Police</b>		<b>349,994.32</b>
<b>01411 Fire and EMS</b>			
ADVANCED RECOVERY SYSTEMS INC	COLLECTION AGENCY FEE 9/1-9/30	01411 - 3900	1,500.45
AMERICAN SAFETY & HEALTH INSTTUTE	TRAINING ACCOUNT	01411 - 4620	125.00
AQUA PENNSYLVANIA	HYDRANT MAINT	01411 - 3790	2,052.51
	HYDRANT MAINT	01411 - 3790	32,070.54
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	28.95
	EMS SUPPLIES	01411 - 2100	603.93
	EMS SUPPLIES	01411 - 2100	691.52

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	3,352.05
BRIAN GEIGER	BOOT REIMB	01411 - 2380	180.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01411 - 1560	1,044.35
	LIFE/DISAB-SEPT	01411 - 1560	1,044.35
COMCAST CORPORATION	COMMUNICATION LINES 10/23	01411 - 3210	394.62
	SERVICE SEPT	01411 - 3210	31.77
COMMUNITY AMBULANCE ASSOCIATION	REIMB REINER MEDIC	01411 - 4620	3,887.90
CUMBERLAND MARINE REPAIR LLC	WATER RESCUE EQUIPMENT	01411 - 2200	11,680.00
DEER PARK	WATER DELIVERY	01411 - 2200	145.36
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01411 - 1560	97,808.78
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01411 - 1570	18,515.50
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01411 - 3190	52.52
	EMPLOYEE SCREENINGS	01411 - 3190	139.88
H A THOMSON CO	ADDL INSURE 2 AMBULANCES	01411 - 3520	1,455.00
HOME DEPOT	SUPPLIES	01411 - 2200	528.96
HUGH J MEEHAN	QUARTERLY CONTRACT	01411 - 3190	1,000.00
JAMES JOHNSON	BOOT REIMB	01411 - 2380	148.00
	REIMB DUES	01411 - 4200	215.00
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	18.95
	MEDICAL OXYGEN	01411 - 2100	40.85
	MEDICAL OXYGEN	01411 - 2100	101.70
KING OF PRUSSIA VOL FIRE CO	OCTOBER ALLOCATION	01411 - 2420	17,163.00
MCDONALDS UNIFORM INC	FUSARO UNIFORMS	01411 - 2380	204.51
	J. JOHNSON UNIFORMS	01411 - 2380	99.99
	LOCKHART UNIFORMS	01411 - 2380	88.99
	SPENCER UNIFORMS	01411 - 2380	239.97
	UNIFORMS WILSON	01411 - 2380	14.52
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	298.55
	EMS SUPPLIES	01411 - 2100	868.65
MICHAEL MANUEL	HELMET SHIELDS	01411 - 2380	188.00
MISC	REPAIRS TO UNIT 56-3	01411 - 2420	8,293.34
MUNICIPAL EMERGENCY SERVICES, INC	IRONS	01411 - 2200	999.88
	TRAFFIC CONES	01411 - 2200	253.75
NATIONAL FIRE PROTECTION ASSN	CODE ACCESS MEMBERSHIP	01411 - 4200	1,552.50
	DAYWALT DUES	01411 - 4200	175.00
	FIRE PREVENTION BANNERS	01411 - 2950	371.75
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01411 - 3190	414.00
	EMPLOYEE SCREENINGS	01411 - 3190	414.00
	EMPLOYEE SCREENINGS	01411 - 3190	414.00
	EMPLOYEE SCREENINGS	01411 - 3190	1,404.00
	EMPLOYEE SCREENINGS	01411 - 3190	2,130.00
PA TURNPIKE TOLL BY PLATE	TOLLS	01411 - 2200	14.60
PAULA RISLEY	CLERICAL FEES	01411 - 3190	220.00
PECO ENERGY	GAS AND ELEC STA 56	01411 - 3600	1,232.96
PENNA AMERICAN WATER CO.	HYDRANT MAINT	01411 - 3790	1,096.20
POLICE EXPENSE CARD	COURSE FEES	01411 - 4620	120.00
	EMS PROTOCOL APP	01411 - 3746	3.17
RADIO MAINTENANCE INC	MIC CLIP AND RADIO CABLES	01411 - 2200	561.63
	RADIOS	01411 - 2200	2,567.39
REALEN VALLEY FORGE GREEN ASSOCIAT	COMMON AREA MAINT	01411 - 3600	34.45
SWEDELAND VOL. FIRE CO.	OCTOBER ALLOCATION	01411 - 2420	11,127.67
SWEDESBURG VOL. FIRE CO.	OCTOBER ALLOCATION	01411 - 2420	10,995.00
WILLIAM A FRASER INC	SHARP COPIER USAGE	01411 - 3746	37.07
WOLANIN CONSULTING AND ASSESSMEN	PSYCH EXAM	01411 - 3190	425.00
	PSYCH EXAM	01411 - 3190	425.00
	PSYCH EXAM	01411 - 3190	425.00

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WOLANIN CONSULTING AND ASSESSMENT	PSYCH EXAM	01411 - 3190	425.00
	PSYCH EXAM	01411 - 3190	425.00
WORLDPOINT ECC, INC	TRAINING DEVICES	01411 - 4620	149.72
	<b>Total</b>	<b>Fire and EMS</b>	<b>244,731.70</b>
 <b>01413 Codes Enforcement</b>			
911 SAFETY EQUIPMENT	JL WORK JACKETS	01413 - 9000	195.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01413 - 1560	294.24
	LIFE/DISAB-SEPT	01413 - 1560	294.24
CODE ENFORCEMENT EXPENSE CARD	RG FILE	01413 - 2100	138.02
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01413 - 1560	16,568.30
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01413 - 1570	4,410.73
INTERNATIONAL CODE COUNCIL INC	JL PROP. MAINT CODE	01413 - 2390	47.50
KENNETH MYERS II	KM WORK BOOTS	01413 - 9000	114.99
RICHTER DRAFTING & OFFICE SUPPLY CO.	JL SUPPLIES	01413 - 2100	220.56
	OFFICE SUPPLIES	01413 - 2100	162.49
SIGNARAMA	SIGN PERMITS WINDOW	01413 - 3250	337.13
TRAISR LLC	TRAISR - AUGUST	01413 - 3746	300.00
UNITED INSPECTION AGENCY INC	EPR	01413 - 3190	350.00
WILLIAM A FRASER INC	SHARP COPIER USAGE	01413 - 3840	51.93
	SHARP LEASE PAYMENT	01413 - 3840	39.00
	<b>Total</b>	<b>Codes Enforcement</b>	<b>23,524.13</b>
 <b>01430 Transportation</b>			
AMAZON CAPITAL SERVICES, INC.	OVERSIZE LOAD BANNER	01430 - 2451	59.39
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	01430 - 3730	321.43
CARRANZA ROOFING AND SIDING	SALT SHED SIDING/GUTTERS	01430 - 3730	3,510.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01430 - 1560	663.86
	LIFE/DISAB-SEPT	01430 - 1560	663.86
CINTAS CORPORATION #2	FIRST AID SUPPLIES: PW GARAGE	01430 - 2446	100.08
	FIRST AID SUPPLIES: PW GARAGE	01430 - 2446	175.19
COLONIAL ELECTRIC SUPPLY CO	LED WALL PACKS: PW GARAGE	01430 - 3730	158.82
COMCAST CORPORATION	CABLE: PW GARAGE	01430 - 3730	42.08
DEER PARK	COOLER WATER: PW GARAGE	01430 - 3730	91.16
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01430 - 1560	35,867.98
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01430 - 1570	7,722.07
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01430 - 3190	51.90
GLASGOW INC.	INLET REPAIR: DREW COURT	01430 - 2453	91.88
	INLET REPAIRS: VIKING ROAD	01430 - 2453	333.64
	ROAD REPAIR: LONGVIEW ROAD	01430 - 2451	839.95
	ROAD REPAIR: RIVERVIEW ROAD	01430 - 2451	606.14
	ROAD REPAIR: SAULIN BLVD	01430 - 2451	581.26
	ROAD REPAIR: SAULIN BLVD	01430 - 2451	1,530.17
HOME DEPOT	SUPPLIES	01430 - 2451	57.30
	SUPPLIES	01430 - 2453	384.44
	SUPPLIES	01430 - 2457	9.98
	SUPPLIES	01430 - 2600	499.44
JOSEPH O'DONNELL	2023 BOOTS: O'DONNELL	01430 - 2446	169.59
	23Q3 PHONE: O'DONNELL	01430 - 3210	150.00
NORRISTOWN BRICK INC	STORM INLET BRICK	01430 - 2453	840.00
OFFICE BASICS, INC	RESTROOM SUPPLIES: PW GARAGE	01430 - 3730	241.67
PECO ENERGY	ELECTRIC: PW GARAGE	01430 - 3600	896.09
	ELECTRIC: SALT SHED	01430 - 3600	35.24
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,836.25
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,248.28
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.03
	GAS: PW GARAGE	01430 - 3600	60.33

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PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	551.65
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: TRANSPORTATION	01430 - 2451	180.56
PUBLIC WORKS EXPENSE CARD	HOP APPLICATION FORMS	01430 - 2100	20.00
TODD LACHENMAYER	23Q3 PHONE: LACHENMAYER	01430 - 3210	150.00
UNIFIRST CORPORATION	UNIFORMS: TRANSPORTATION	01430 - 2380	148.04
US FLEET TRACKING LLC	GPS UNITS	01430 - 3190	1,588.10
USIC HOLDINGS, INC	PA ONE CALL: TRANSPORTATION	01430 - 3190	3,110.64
VALLEY FORGE SECURITY CENTER	ALARM MONITORING SERVICE	01430 - 3730	540.00
VERIZON	COMMUNICATION LINES 10/23	01430 - 3210	33.68
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: PW GARAGE	01430 - 3185	69.76
	WASTE REMOVAL: PW GARAGE	01430 - 3185	1,072.90
WILLIAM A FRASER INC	SHARP COPIER USAGE	01430 - 3840	6.75
	<i>Total Transportation</i>		<b>67,316.58</b>
 <b>01432 PW-Vehicle Maintenance</b>			
ARDMORE TIRE, INC	UNIT 12: TIRES	01432 - 2500	280.00
BERGEY'S FORD INC.	BRAKE PADS & ROTORS (STOCK)	01432 - 2500	180.56
	BRAKE PADS & ROTORS (STOCK)	01432 - 2500	1,053.86
	BRAKES PADS & ROTORS (STOCK)	01432 - 2500	666.96
	ROTORS (STOCK)	01432 - 2500	440.24
	UNIT 1: BALL JOINTS	01432 - 2500	405.96
	UNIT 11: DEFLECTORS	01432 - 2500	91.08
	UNIT 12: HUB ASSEMBLY	01432 - 2500	235.75
	UNIT 12: SHAFT	01432 - 2500	152.95
	UNIT 20: AIR DEFLECTORS	01432 - 2500	85.39
	UNIT 20: RADIATOR HOSE	01432 - 2500	65.09
	UNIT 21: AIR DEFLECTORS	01432 - 2500	87.75
	UNIT 441:SEPARATOR	01432 - 2500	365.69
	UNIT 447: RESERVOIR	01432 - 2500	334.65
	UNIT 447: SENSOR	01432 - 2500	256.45
	UNIT 501: ANNUAL INSPECTION	01432 - 2500	179.85
	UNIT 722: TPMS	01432 - 2500	105.78
BOB'S AUTO PARTS	CREDIT: BATTERY CORES	01432 - 2500	-45.00
	CREDIT: CV AXLE	01432 - 2500	-129.99
	UNIT 1: MOTOR OIL	01432 - 2500	68.28
	UNIT 12: CV AXLE	01432 - 2500	129.99
	UNIT 15: BATTERY	01432 - 2500	171.99
	UNIT 19: AIR FILTER	01432 - 2500	25.98
	UNIT 19: KEY FOB BATTERY	01432 - 2500	3.99
	UNIT 2: DOOR ACTUATOR	01432 - 2500	18.27
	UNIT 21: CABIN FILTER	01432 - 2500	17.99
	UNIT 22: OIL/WIPER BLADES	01432 - 2500	152.66
	UNIT 464: BATTERY	01432 - 2500	155.99
	UNIT 728: BRAKE PADS & SHOCKS	01432 - 2500	127.03
	UNIT 81: O2 SENSOR	01432 - 2500	165.38
	WASHER FLUID (STOCK)	01432 - 2500	143.76
C & J TIRE SERVICE DBA THE TIRE SOURCI	UNIT 722: TIRES	01432 - 2500	754.00
CHERRY VALLEY TRACTOR SALES	CREDIT: BUSHING	01432 - 2500	-25.69
	UNIT 435: PIVOT ROD ASSEMBLY	01432 - 2500	180.60
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01432 - 1560	132.24
	LIFE/DISAB-SEPT	01432 - 1560	132.24
CINTAS CORPORATION #2	FIRST AID SUPPLIES: PW GARAGE	01432 - 2446	55.00
DEER PARK	COOLER WATER: VM GARAGE	01432 - 2200	18.88
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01432 - 1560	7,440.27
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01432 - 1570	1,830.80
EAGLE POWER & EQUIPMENT INC	CHAINSAW CLUTCH ASSEMBLY	01432 - 2500	84.38
	DECK BELT	01432 - 2500	140.39

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EAGLE POWER & EQUIPMENT INC	MINI-LOADER: MUFFLER	01432 - 2500	425.09
	MOWER DECK BELT	01432 - 2500	136.90
	UNIT 478: HYDRAULIC TUBE	01432 - 2500	277.03
EASTERN AUTO PARTS WAREHOUSE	UNIT 440: FUEL FILTER	01432 - 2500	58.14
	UNIT 440: FUEL FILTER	01432 - 2500	58.14
	UNIT 464: FILTERS	01432 - 2500	51.08
	UNIT 464: FUEL FILTER	01432 - 2500	35.57
	UNIT 464: OIL FILTER	01432 - 2500	26.08
	UNIT 65: RELAY	01432 - 2500	43.32
	UNIT 82: OIL FILTER	01432 - 2500	13.33
ELLIOTT AUTO SUPPLY CO., INC.	FILTERS (STOCK)	01432 - 2500	100.28
	OIL FILTERS	01432 - 2500	31.06
	OIL FILTERS (STOCK)	01432 - 2500	54.63
	UNIT 1: FILTERS	01432 - 2500	23.77
	UNIT 440: FILTERS	01432 - 2500	125.70
	UNIT 444: FILTERS	01432 - 2500	90.88
GIANT FLEET SERVICE	UNIT 440: U-BOLT/SUSPENSION	01432 - 2500	1,058.35
HOOVER TRUCK CENTERS, INC.	UNIT 356-5: HEADER	01432 - 2500	615.15
MID ATLANTIC MUNICIPAL LLC	UNIT 440: SOLENOID VALVE	01432 - 2500	198.53
MOBILE LIFTS INC	UNIT 422: LIFT CYLINDER	01432 - 2500	1,875.38
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01432 - 2500	208.45
PAULA RISLEY	UNIT 725: MG TAG	01432 - 2500	35.00
SOSMETAL PRODUCTS INC	CLEVIS HOOK/LOCK/PINS	01432 - 2500	234.06
	SHOP SUPPLIES	01432 - 2500	348.02
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 1: EMISSIONS	01432 - 2500	45.00
	UNIT 21: EMISSIONS	01432 - 2500	45.00
	UNIT 56-2: EMISSIONS	01432 - 2500	45.00
	UNIT 82: EMISSIONS	01432 - 2500	45.00
UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	126.36
UPPER MERION MOWER CTR INC	IDLER PULLEY	01432 - 2500	29.75
	<b>Total</b>	<b>PW-Vehicle Maintenance</b>	<b>23,197.49</b>

**01434 PW-Park Maintenance**

AMAZON CAPITAL SERVICES, INC.	WILDFLOWER MIX/COFFEE	01434 - 2200	165.35
	WILDFLOWER MIX/COFFEE	01434 - 2460	91.44
BRIDGEPORT PAINT	BACKBOARD PAINT	01434 - 2200	60.95
BRUCE GINSBURG	PLUMBING: NOR-VIEW FARM	01434 - 2800	325.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01434 - 1560	312.79
	LIFE/DISAB-SEPT	01434 - 1560	312.79
CLEVELAND OTT & SON LLC	FALL FESTIVAL: MUMS	01434 - 2800	57.00
	FALL FESTIVAL: MUMS	01434 - 2800	128.05
DAVE KORESKO LANDSCAPING	TREE REMOVAL: MC YOUNG PARK	01434 - 3190	4,950.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01434 - 1560	16,939.24
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01434 - 1570	7,338.84
DONALD WALLACE INC	JANITORIAL SUPPLIES	01434 - 2800	594.62
EAGLE POWER & EQUIPMENT INC	STRING TRIMMER GUARD	01434 - 3740	41.99
EDWIN P BURKHOLDER	HAY BALES	01434 - 2800	423.50
	STRAW BEDDING	01434 - 2800	380.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01434 - 3190	51.90
GLASGOW INC.	TRAIL REPAIR: GLEN ROSE	01434 - 2200	337.50
GORECON INC	TURF MAINTENANCE	01434 - 3190	21,300.00
HOME DEPOT	SUPPLIES	01434 - 2200	552.09
	SUPPLIES	01434 - 2800	486.22
JOSEPH G. LESTOCHI	FALL FESTIVAL: MUSIC	01434 - 2800	700.00
KENNETH DIGIAMBATTISTA	FALL FESTIVAL: MUSIC	01434 - 2800	400.00
M.A.D. EXTERMINATORS, INC.	BAIT BOXES: NOR-VIEW FARM	01434 - 2800	50.00
	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2460	47.35
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	122.90
	ELECTRIC: NOR-VIEW FARM BARN 2	01434 - 2800	145.82
	ELECTRIC: NOR-VIEW FARM HOUSE	01434 - 2800	51.41
	ELECTRIC: NOR-VIEW FARM STORE	01434 - 2800	224.89
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	47.77
PETER BLAUNER, VMD	VET SERVICE: LACEY	01434 - 2800	1,162.00
PETROLEUM TRADERS CORP	DIESEL: COMPOST SITE	01434 - 2460	2,015.60
PETTY CASH	FALL FESTIVAL: PETTY CASH	01434 - 2800	800.00
PMG SM PA LLC	BASKETBALL CT PAINT SUPPLIES	01434 - 2200	375.25
PUBLIC WORKS EXPENSE CARD	FREIGHT CHARGE	01434 - 2200	65.00
	ROOF: EXECUTIVE ESTATES	01434 - 2200	136.10
STEVE HUNSBERGER	VET SERVICE: HORSES	01434 - 2800	310.00
TRACTOR SUPPLY CO	ANIMAL FEED	01434 - 2800	274.90
	ANIMAL FEED & VITAMINS	01434 - 2800	770.22
UNIFIRST CORPORATION	UNIFORMS: NOR-VIEW FARM	01434 - 2380	62.96
	UNIFORMS: PARK MAINTENANCE	01434 - 2380	115.40
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	01434 - 2800	4,205.62
VERIZON	COMMUNICATION LINES 10/23	01434 - 3210	43.51
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	244.06
WILLIAM A FRASER INC	SHARP COPIER USAGE	01434 - 2800	4.90
ZERO WASTE USA, INC.	DOG WASTE BAGS	01434 - 2200	2,219.83
	<b>Total</b>	<b>PW-Park Maintenance</b>	<b>69,479.76</b>

**01436 PW-Building Maintenance**

AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	01436 - 2200	31.08
	PLOTTER PAPER	01436 - 2200	51.99
AQUA PENNSYLVANIA	WATER: TOWNSHIP BUILDING	01436 - 3600	244.32
	WATER: TOWNSHIP BUILDING	01436 - 3600	2,208.63
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	01436 - 3730	321.43
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01436 - 1560	102.01
	LIFE/DISAB-SEPT	01436 - 1560	102.01
CINTAS CORPORATION #2	FIRST AID SUPPLIES-SEPT	01436 - 2446	128.32
COMCAST CORPORATION	COMMUNICATION LINES 09/23	01436 - 3210	618.52
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	327.20
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01436 - 1560	5,776.16
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01436 - 1570	1,309.02
EIP HOLDCO, INC	COMMUNICATION LINES 09/23	01436 - 3210	1,373.76
HOME DEPOT	SUPPLIES	01436 - 3730	1,336.42
HUGH J MEEHAN	HVAC PMS: TOWNSHIP BUILDING	01436 - 4521	3,968.75
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	226.68
OFFICE BASICS, INC	KITCHEN & RESTROOM SUPPLIES	01436 - 2200	726.52
	RESTROOM SUPPLIES	01436 - 2200	751.35
PARKER INTERIOR PLANTSCAPE INC	INTERIOR PLANT SERVICE	01436 - 4545	617.40
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	83.66
	ELECTRIC: TOWNSHIP BUILDING	01436 - 3600	9,064.59
	GAS: TOWNSHIP BUILDING	01436 - 3600	99.34
RICHTER DRAFTING & OFFICE SUPPLY CO.	SAFETY SUPPLIES	01436 - 2446	179.70
UNIFIRST CORPORATION	UNIFORMS: BUILDING MAINTENANCE	01436 - 2380	37.00
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	01436 - 4545	1,577.97
VALLEY FORGE SECURITY CENTER	DUPLICATE KEYS: PWD OFFICE	01436 - 2200	11.67
VERIZON	COMMUNICATION LINES 10/23	01436 - 3210	299.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	581.13
	<b>Total</b>	<b>PW-Building Maintenance</b>	<b>32,155.63</b>

**01450 Park and Recreation**

AMAZON CAPITAL SERVICES, INC.	ART SUPPLIES	01450 - 4593	61.31
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**UPPER MERION TOWNSHIP**

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**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	COMITY FAIR SUPPLIES	01450 - 4595	24.98
	COMMUNITY FAIR AND FALL FEST	01450 - 4595	67.85
	POOL SUPPLIES	01450 - 2211	108.99
	RECREATION SUPPLIES	01450 - 4599	304.51
	SWIM SUPPLIES	01450 - 2211	156.96
	UMFM CHILI COOK OFF SUPPLIES	01450 - 4597	30.68
APPLIED VIDEO TECHNOLOGY INC	FITNESS CENTER SUPPLIES	01450 - 4599	410.00
AQUA PENNSYLVANIA	WATER BILL - BOB CASE	01450 - 3600	383.46
	WATER BILL - CULTURAL CENTER	01450 - 3600	60.03
	WATER BILL - SWEDELAND PARK	01450 - 3600	136.00
	WATER BILL - UMCC	01450 - 3600	244.32
	WATER BILL - WALKER	01450 - 3600	20.58
	WATER BILL UMCC	01450 - 3600	667.51
	WATER BILL WALKER FIELD	01450 - 3600	349.05
	WATER BILL- BOB CASE	01450 - 3600	580.25
BRIDGEPORT TROPHY	UMFM AWARDS	01450 - 4597	93.90
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	01450 - 3730	1,670.90
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	01450 - 1560	208.61
	LIFE/DISAB-SEPT	01450 - 1560	208.61
COMCAST CORPORATION	COMMUNICATION LINES 09/23	01450 - 3600	347.41
	COMMUNICATION LINES 09/23	01450 - 3600	721.06
	COMMUNICATION LINES 10/23	01450 - 3210	200.25
DANIEL D SOMERVILLE	MONTHLY CLEANING SERVICE	01450 - 3730	1,625.00
DEER PARK	SPRING WATER	01450 - 2200	145.61
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01450 - 1560	15,105.94
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01450 - 1570	10,849.65
DONALD WALLACE INC	MAINTENANCE SUPPLIES	01450 - 3730	779.11
DUBBLE BUBBLES LAUNDRY	MOP HEAD & RAG CLEANING	01450 - 3730	60.00
DUFF SUPPLY COMPANY	UMCC MAINTENANCE	01450 - 3730	785.31
E-WEBSITE INC	COMMUNITY PASS FEES SEPTEMBER	01450 - 3900	2,060.69
EDWARD W. SWAYZE JR	XTREME HOOPS	01450 - 4593	238.00
EUGENE FISHER	MONTCO UMPIRES ASSOCIATION	01450 - 4593	2,271.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01450 - 3190	52.52
FRANKLIN CLEANING EQUIPMENT & SUPP	CLEANING EQUIPMENT	01450 - 3730	44.22
	MAINTENANCE SUPPLIES	01450 - 3730	1,830.00
HOME DEPOT	SUPPLIES	01450 - 3730	125.28
JOHN KENNY	SWIMMING POOL PROGRAM	01450 - 4593	300.00
JUNETT DALEY	COMMUNITY FAIR AND FALL FEST	01450 - 4595	500.00
M.A.D. EXTERMINATORS, INC.	UMCC EXTERMINATOR	01450 - 3730	125.00
MARCUS THEATRES CORPORATION	DISCOUNT TICKETS	01450 - 4598	2,948.44
OFFICE BASICS, INC	CLEANING SUPPLIES	01450 - 3730	120.81
	CLEANING SUPPLIES	01450 - 3730	430.93
	MAINTENANCE SUPPLIES	01450 - 3730	71.40
	MAINTENANCE SUPPLIES	01450 - 3730	306.90
PARK & REC EXPENSE CARD	AED/CPR SUPPLIES	01450 - 4599	370.41
	COMMUNITY FAIR AND FALL FEST	01450 - 4595	108.03
	DISCOUNT TICKETS	01450 - 4598	11.98
	MAINT. SUPPLIES	01450 - 3730	512.06
	SPOTIFY	01450 - 2200	18.01
	STRAW BALE	01450 - 4597	88.96
	SWIM SUPPLIES	01450 - 2211	277.26
	UMFM EQUIPMENT	01450 - 4597	36.83
	UMFM SIGNS- REFUND	01450 - 4597	-52.31
	UMFM SUPPLIES- CHILI COOKOFF	01450 - 4597	148.21
PARK & REC REFUND	ZUMBA REFUND	01450 - 4593	35.00
PECO ENERGY	ELECTRIC - GAZEBO	01450 - 3600	313.62

**UPPER MERION TOWNSHIP**

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**October 12, 2023**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PECO ENERGY	ELECTRIC BAXTER FIELD	01450 - 3600	1,906.43	
	ELECTRIC BOB WHITE FARMS	01450 - 3600	74.85	
	ELECTRIC HEUSER PARK	01450 - 3600	4,526.74	
	ELECTRIC PARK BEHIND TWP BUILD	01450 - 3600	30.00	
	ELECTRIC PARK BEHIND TWP BUILD	01450 - 3600	835.06	
	ELECTRIC SWEDELAND PARK	01450 - 3600	140.76	
	ELECTRIC SWIM- TENNIS	01450 - 3600	900.80	
	ELECTRIC WALKER PARK	01450 - 3600	844.60	
	ELECTRIC- EXECUTIVE ESTATES	01450 - 3600	33.60	
	GAS COMMUNITY CENTER	01450 - 3600	245.01	
	LIGHTS - WALKER PARK	01450 - 3600	165.09	
	UMCC- ELECTRIC	01450 - 3600	10,937.34	
	REPUBLIC SERVICES INC	WASTE REMOVAL - WALKER FIELD	01450 - 3185	400.85
		WASTER REMOVAL - HEUSER	01450 - 3185	372.95
	ROBERT CAMPBELL	TREE LIGHTING ENT	01450 - 4595	150.00
	SARITA SUREKA	HENNA ARTIST CFFF	01450 - 4595	370.00
	SIMPLEX WELLNESS, INC.	SIMPLEX WELLNESS	01450 - 3701	16,395.50
	TREASURER OF MONTGOMERY COUNTY	KITCHEN PERMIT UMCC	01450 - 2200	90.00
	UPPER MERION SENIOR SERVICE CENTER	4TH QTR23 SENIOR CENTER ALLOC	01450 - 2490	15,387.50
	US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	01450 - 3732	630.00
	VALLEY FORGE SECURITY CENTER	LOCK REPLACEMENT HEUSER	01450 - 4599	231.95
	WASTE MANAGEMENT SOUTHEAST PA	UMCC WASTE REMOVAL	01450 - 3600	339.56
	WHITETAIL DISPOSAL, INC	TRASH SERVICE UMCC	01450 - 3185	267.75
WILLIAM A FRASER INC	SHARP COPIER USAGE	01450 - 3840	105.09	
WILLIAM HENRY REED III	XTREME HOOPS	01450 - 4593	156.56	
XTREME HOOPS	XTREME HOOPS	01450 - 4593	145.60	
	XTREME HOOPS	01450 - 4593	585.04	
	XTREME HOOPS	01450 - 4593	1,012.70	
	<b>Total</b>	<b>Park and Recreation</b>	<b>106,982.42</b>	
<b>01493 TMA/Rambler/Other</b>				
AQUA PENNSYLVANIA	WATER: SUNNY HILL FARM	01493 - 3600	20.58	
PECO ENERGY	ELECTRIC/GAS: SUNNY HILL FARM	01493 - 3600	40.17	
	<b>Total</b>	<b>TMA/Rambler/Other</b>	<b>60.75</b>	
<b>04456 Library</b>				
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2100	287.83	
	BOOKS	04456 - 2472	55.90	
	BOOKS	04456 - 2473	218.07	
	BOOKS	04456 - 2477	31.95	
	BOOKS	04456 - 2480	25.90	
	BOOKS	04456 - 2481	38.95	
	BAKER & TAYLOR INC	BOOKS	04456 - 2472	17.54
		BOOKS	04456 - 2472	21.30
		BOOKS	04456 - 2472	104.61
		BOOKS	04456 - 2472	173.42
		BOOKS	04456 - 2472	345.99
		BOOKS	04456 - 2472	390.94
		BOOKS	04456 - 2472	459.66
		BOOKS	04456 - 2472	479.11
		BOOKS	04456 - 2472	555.29
		BOOKS	04456 - 2472	664.17
		CHILDREN'S BOOKS	04456 - 2473	83.61
		CHILDREN'S BOOKS	04456 - 2473	166.56
		CHILDREN'S BOOKS	04456 - 2473	198.19
	CHILDREN'S BOOKS	04456 - 2473	230.90	
CHILDREN'S BOOKS	04456 - 2473	538.44		

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
BAKER & TAYLOR INC	CHILDREN'S BOOKS	04456 - 2473	670.37	
	CHILDREN'S BOOKS	04456 - 2473	792.07	
	CHILDREN'S BOOKS	04456 - 2480	12.09	
	CHILDREN'S BOOKS	04456 - 2480	31.43	
	CHILDREN'S BOOKS	04456 - 2480	33.26	
	CHILDREN'S BOOKS	04456 - 2480	35.07	
	CHILDREN'S BOOKS	04456 - 2480	49.59	
	YOUNG ADULT	04456 - 2480	15.12	
	YOUNG ADULT	04456 - 2480	19.37	
	YOUNG ADULT	04456 - 2480	76.80	
	YOUNG ADULT	04456 - 2480	358.73	
	BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	63.80
		MEDIA	04456 - 2476	176.32
MEDIA		04456 - 2476	223.97	
BRODART COMPANY	SUPPLIES	04456 - 2100	121.53	
CENGAGE LEARNING INC	LARGE PRINT	04456 - 2481	29.24	
	LARGE PRINT	04456 - 2481	51.73	
	LARGE PRINT	04456 - 2481	62.97	
	LARGE PRINT	04456 - 2481	74.97	
	LARGE PRINT	04456 - 2481	77.97	
	LARGE PRINT	04456 - 2481	115.46	
	LARGE PRINT	04456 - 2481	121.49	
	LARGE PRINT	04456 - 2481	127.45	
	LARGE PRINT	04456 - 2481	146.20	
	LARGE PRINT	04456 - 2481	151.44	
	CHILDREN'S PLUS, INC.	CHILDREN'S BOOKS	04456 - 2473	533.49
	CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	04456 - 1560	363.08
		LIFE/DISAB-SEPT	04456 - 1560	363.08
FIRST AID SUPPLIES-SEPT		04456 - 2100	100.47	
CINTAS CORPORATION #2	HEALTH-OCT	04456 - 1560	21,342.69	
DELAWARE VALLEY INSURANCE TRUST	SHARE OF WORK COMP INS-4TH QTR	04456 - 1570	7,235.97	
DELAWARE VALLEY WORKERS' COMPENS	SUPPLIES	04456 - 2100	105.19	
DEMCO INC	TRAVEL/FOOD/EXPENSES	04456 - 3310	37.33	
KRISTINE PENNESE	CONFERENCE REGISTRATION	04456 - 4630	295.00	
LAURA ARNHOLD	OTHER PROFESSIONAL SERVICES	04456 - 3190	-22.00	
LIBRARY EXPENSE CARD	OTHER PROFESSIONAL SERVICES	04456 - 3190	22.00	
	OTHER PROFESSIONAL SERVICES	04456 - 3190	22.00	
	OTHER PROFESSIONAL SERVICES	04456 - 3190	220.00	
	OTHER PROFESSIONAL SERVICES	04456 - 3190	220.00	
	RESOURCES	04456 - 2474	11.65	
	RESOURCES	04456 - 2474	179.00	
	MCLINC	MCLINC	04456 - 3746	269.68
		MCLINC	04456 - 3746	10,674.00
	MICHAEL I SHEINBAUM	LIBRARY PROGRAM	04456 - 2471	250.00
	MIDWEST TAPE LLC	MEDIA	04456 - 2476	74.96
		MEDIA	04456 - 2476	112.96
		MEDIA	04456 - 2476	135.69
		RESOURCES	04456 - 2474	811.03
AD./PRINTING/BINDING		04456 - 3400	147.00	
OMNI PRESS INC	EBOOKS	04456 - 2483	18.98	
	EBOOKS	04456 - 2483	65.00	
	EBOOKS	04456 - 2483	260.98	
	EBOOKS	04456 - 2483	333.04	
	EBOOKS	04456 - 2483	474.95	
	EBOOKS	04456 - 2483	792.75	
	EBOOKS	04456 - 2483	792.75	
	CHILDREN'S MEDIA	04456 - 2477	769.35	
PLAYAWAY PRODUCTS LLC				

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PLAYAWAY PRODUCTS LLC	MEDIA	04456 - 2476	129.46
PRO MOTION INC	PERIODICALS	04456 - 2475	402.00
ROWMAN & LITTLEFIELD PUBLISHING GR	BOOKS	04456 - 2472	-36.52
	BOOKS	04456 - 2472	37.62
SCHOLASTIC LIBRARY PUBLISHING	CHILDREN'S BOOKS	04456 - 2473	19.29
	CHILDREN'S BOOKS	04456 - 2473	57.87
SVETLANA KHMELNITSKY	LIBRARY PROGRAM	04456 - 2471	100.00
T-MOBILE USA, INC	RESOURCES	04456 - 2474	184.80
THE PENWORTHY COMPANY	CHILDREN'S BOOKS	04456 - 2473	986.92
WILLIAM A FRASER INC	SHARP COPIER USAGE	04456 - 3840	76.97
	<i>Total</i>	<i>Library</i>	<b>56,904.50</b>

**08364 Sanitation**

MISC	IPP FEE REFUND-FIRST QUALITY	08364 - 0810	1,500.00
	SEWER REFUND-1201 DENBIGH	08364 - 0200	149.50
	SEWER REFUND-228 BALLIGOMINGO	08364 - 0200	149.50
	SEWER REFUND-319 JASPER	08364 - 0200	112.13
	SEWER REFUND-400 DREW CT	08364 - 0300	988.25
	<i>Total</i>	<i>Sanitation</i>	<b>2,899.38</b>

**08421 Trout Run**

AMAZON CAPITAL SERVICES, INC.	AED DEFIBRILLATOR BATTERIES	08421 - 2500	350.00
AQUA PENNSYLVANIA	WATER: TROUT RUN	08421 - 3660	567.59
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	08421 - 3700	160.72
BUCKMAN'S INC	SODIUM HYPOCHLORITE: TROUT RUN	08421 - 2210	4,439.16
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	08421 - 1560	81.96
	LIFE/DISAB-SEPT	08421 - 1560	81.96
CINTAS CORPORATION #2	FIRST AID SUPPLIES: TROUT RUN	08421 - 2200	175.36
COLE-PARMER INSTRUMENT CO	PH TEST KIT	08421 - 2200	150.45
	SLUDGE JUDGE	08421 - 2500	156.49
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	56.57
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	08421 - 1560	4,660.32
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	08421 - 1570	2,707.88
GRAINGER -W.W.GRAINGER INC	CONFINED SPACE SIGNS	08421 - 2200	154.08
	DANGER SIGNS	08421 - 2200	11.25
	FOAM CLEANER	08421 - 2200	87.12
	SAFETY SIGNS	08421 - 2200	9.41
	SAFETY SIGNS	08421 - 2200	18.82
	SAFETY SIGNS	08421 - 2200	34.24
	YARD HOSE FITTINGS	08421 - 2200	39.78
	YARD HOSE FITTINGS	08421 - 2200	80.38
	YARD HOSE FITTINGS	08421 - 2200	96.38
GRAYMONT	LIME: TROUT RUN	08421 - 3186	8,644.24
HOME DEPOT	SUPPLIES	08421 - 2200	249.99
	SUPPLIES	08421 - 2600	200.00
J P MASCARO & SONS	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	6,882.22
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	10,169.13
KAPPE ASSOCIATES, INC	YARD WATER PARTS	08421 - 3740	927.00
M J REIDER ASSOCIATES INC	NPDES TESTING: TROUT RUN	08421 - 2250	1,956.00
	NPDES TESTING: TROUT RUN	08421 - 2250	6,719.05
PENDERGAST SAFETY EQPT CORP	NITRILE GLOVES	08421 - 2200	327.20
	WORK GLOVES	08421 - 2200	316.35
POLYDYNE INC	POLYMER: TROUT RUN	08421 - 3186	3,795.00
PUBLIC WORKS EXPENSE CARD	LUNCH/TRAINING	08421 - 2200	129.70
	LUNCH/TRAINING	08421 - 2200	129.70
PYRZ WATER SUPPLY CO, INC.	HYPO PUMP TUBING	08421 - 2200	49.00
SUBURBAN PROPANE L.P.	PROPANE: TROUT RUN	08421 - 2200	86.99

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
UNIFIRST CORPORATION	UNIFORMS: TROUT RUN	08421 - 2380	118.96
UPPER MERION MOWER CTR INC	PM SERVICE: STRING TRIMMER	08421 - 3740	122.90
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08421 - 3740	1,472.52
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TROUT RUN	08421 - 3185	63.18
WILLIAM A FRASER INC	SHARP COPIER USAGE	08421 - 3840	4.40
	<b>Total Trout Run</b>		<b>56,483.45</b>
 <b>08422 Matsunk</b>			
AQUA PENNSYLVANIA	WATER: MATSUNK	08422 - 3660	199.79
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	08422 - 3700	556.97
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	08422 - 1560	180.32
	LIFE/DISAB-SEPT	08422 - 1560	180.32
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	08422 - 1560	10,193.83
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	08422 - 1570	2,371.58
E.P.W.P.C.O.A. INC	EPWPCOA ANNUAL DUES	08422 - 4200	50.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	08422 - 3190	51.90
GRAINGER - W.W.GRAINGER INC	CREDIT: AIR COMPRESSOR	08422 - 3740	-437.77
	GREASE/FILTERS	08422 - 2200	190.80
J P MASCARO & SONS	SLUDGE REMOVAL: MATSUNK	08422 - 3186	7,216.89
	SLUDGE REMOVAL: MATSUNK	08422 - 3186	8,181.47
M J REIDER ASSOCIATES INC	NPDES TESTING: MATSUNK	08422 - 2250	8,202.05
PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	9,240.48
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	38.42
	GAS: MATSUNK GARAGE	08422 - 3620	35.57
	GAS: MATSUNK PRESSROOM	08422 - 3620	56.51
PENDERGAST SAFETY EQPT CORP	NITRILE GLOVES (CASE)	08422 - 2200	163.60
PETRO CHOICE HOLDINGS, INC	MAINTENANCE OIL	08422 - 2200	2,006.88
PUBLIC WORKS EXPENSE CARD	LUNCH/TRAINING	08422 - 2200	129.70
UNIFIRST CORPORATION	UNIFORMS: MATSUNK	08422 - 2380	100.16
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08422 - 3700	945.00
USA BLUE BOOK	4" TRASH PUMP/WHEEL KIT	08422 - 2500	4,323.97
	SAMPLER PUMP CONTROLLER	08422 - 2500	4,864.04
	SLUDGE PIT FLOATS	08422 - 2200	154.90
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: MATSUNK	08422 - 3185	63.18
WILLIAM A FRASER INC	SHARP COPIER USAGE	08422 - 3840	3.31
	<b>Total Matsunk</b>		<b>59,263.87</b>
 <b>08423 Collections</b>			
AQUA PENNSYLVANIA	WATER: ABRAMS PS	08423 - 3660	60.03
	WATER: BALLIGO PS	08423 - 3660	61.44
	WATER: MATSONFORD PS	08423 - 3660	60.03
	WATER: ROSS ROAD PS	08423 - 3660	20.58
	WATER: SWEDELAND PS	08423 - 3660	35.33
	WATER: VALLEYBROOK PS	08423 - 3660	20.58
BRUCE GINSBURG	BACKFLOW PREVENTER INSPECTIONS	08423 - 3760	642.83
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-OCT	08423 - 1560	268.60
	LIFE/DISAB-SEPT	08423 - 1560	268.60
DEER PARK	COOLER WATER: COLLECTIONS	08423 - 2200	32.23
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	08423 - 1560	14,185.11
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	08423 - 1570	4,440.60
FITNESS REIMB	3RDQTR23 FITNESS REIMB	08423 - 1560	76.05
GRAINGER - W.W.GRAINGER INC	EMERGENCY LIGHT BATTERIES	08423 - 2200	74.80
	FLOURESENT BULBS	08423 - 2200	148.50
	NFPA SIGN: FUEL TANK	08423 - 2200	61.92
HOME DEPOT	SUPPLIES	08423 - 2200	481.10
HUGH J MEEHAN	HVAC REPAIR: LUNCHROOM UNIT	08423 - 3760	5,225.00
PECO ENERGY	ELECTRIC/GAS: GLEN ROSE PS	08423 - 3610	192.31

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PECO ENERGY	ELECTRIC/GAS: KING MANOR PS	08423 - 3610	749.99	
	ELECTRIC/GAS: ROSS ROAD PS	08423 - 3610	237.18	
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	325.56	
	ELECTRIC: ABRAMS PS	08423 - 3610	2,190.75	
	ELECTRIC: BALLIGO PS	08423 - 3610	2,442.35	
	ELECTRIC: DEKALB PS	08423 - 3610	206.71	
	ELECTRIC: FLINT HILL PS	08423 - 3610	317.54	
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	33.69	
	ELECTRIC: MATSONFORD PS	08423 - 3610	280.72	
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,508.69	
	ELECTRIC: SWEDESBURG PS	08423 - 3610	306.01	
	ELECTRIC: VF CASINO VAULT	08423 - 3610	45.52	
	GAS: MATSONFORD PS	08423 - 3610	40.34	
	GAS: SWEDESBURG PS	08423 - 3610	36.47	
	PENNA AMERICAN WATER CO.	WATER: DEKALB PS	08423 - 3660	18.78
		WATER: FLINT HILL PS	08423 - 3660	18.50
		WATER: KING MANOR PS	08423 - 3660	18.78
	PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	237.32
		SANITARY SEWER MAPPING	08423 - 3760	2,340.00
	UNIFIRST CORPORATION	UNIFORMS: COLLECTIONS	08423 - 2380	119.96
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08423 - 3780	4,565.74	
USA BLUE BOOK	JETTING TIGERTAILS	08423 - 3760	225.32	
USIC HOLDINGS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	3,035.76	
WILLIAM A FRASER INC	SHARP COPIER USAGE	08423 - 3840	1.74	
	<b>Total Collections</b>		<b>45,659.06</b>	
<b>08425 Public Works-Admin</b>				
PENNA AMERICAN WATER CO.	2ND QTR23 COMM SWR CONSUMP DATA	08425 - 2100	36.42	
	<b>Total Public Works-Admin</b>		<b>36.42</b>	
<b>18400 CAPITAL - Administration</b>				
B & H PHOTO VIDEO INC	ASSTD REPLACEMENT EQUIP	18400 - 07903	7,350.35	
SIGNATURE SIGN, INC	LED SIGN-DEPOSIT	18400 - 07903	18,550.00	
	<b>Total CAPITAL - Administration</b>		<b>25,900.35</b>	
<b>18407 CAPITAL - Information Tech</b>				
CDW-G INC #3418616	REPLACEMENT COLLECTIONS SWITCH	18407 - 07903	1,050.00	
	REPLACEMENT DOCK	18407 - 07903	119.00	
	REPLACEMENT LAPTOP	18407 - 07903	1,008.82	
	REPLACEMENT MONITORS	18407 - 07903	1,673.90	
	REPLACEMENT PC'S	18407 - 07903	2,294.60	
	OMEGA SYSTEMS CONSULTANTS, INC	MICROSOFT O365	18407 - 07904	88.00
VALLEY FORGE SECURITY CENTER	KEYSCAN UPDATE	18407 - 07909	22,162.00	
	<b>Total CAPITAL - Information Tech</b>		<b>28,396.32</b>	
<b>18410 CAPITAL - Police</b>				
CHARIOT GRAPHICS INC	CHARIOT GRAPHICS - WRAP NEW UN	18410 - 07951	2,875.00	
	<b>Total CAPITAL - Police</b>		<b>2,875.00</b>	
<b>18411 CAPITAL - Fire and EMS</b>				
DIVAL SAFETY EQUIPMENT, INC	STRUCTURAL TURNOUT BOOTS	18411 - 07436	680.00	
	<b>Total CAPITAL - Fire and EMS</b>		<b>680.00</b>	
<b>18413 CAPITAL - Codes Enforcement</b>				
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT23	18413 - 07951	365.19	
	<b>Total CAPITAL - Codes Enforcement</b>		<b>365.19</b>	
<b>18421 CAPITAL - Trout Run</b>				
ARRO CONSULTING INC	PSA: PS PUMP REPLACEMENT	18421 - 07929	1,678.00	
	PSA: TROUT RUN MIXER/CONVEYOR	18421 - 07929	188.40	

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
ARRO CONSULTING INC	PSA: WPCC HEADWORKS	18421 - 07929	4,485.00
JP SMITH CONTRACTORS INC	PRESSURE WASH OXIDATION TOWER	18421 - 07742	16,700.00
	REHAB THICKENER SCUM BOX	18421 - 07742	23,890.00
	<b>Total</b>	<b>CAPITAL - Trout Run</b>	<b>46,941.40</b>
 <b>18422 CAPITAL - Matsunk</b>			
ARRO CONSULTING INC	PSA: WPCC HEADWORKS	18422 - 07929	4,485.00
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT23	18422 - 07951	668.57
	<b>Total</b>	<b>CAPITAL - Matsunk</b>	<b>5,153.57</b>
 <b>18423 CAPITAL - Collections</b>			
ARRO CONSULTING INC	PSA: ABRAMS/VALLEYBROOK/TR PS	18423 - 07679	666.10
	PSA: PS PUMP REPLACEMENT	18423 - 07672	1,678.00
	PSA: PS PUMP REPLACEMENT	18423 - 07673	2,237.00
	PSA: SEWER GIS	18423 - 07671	112.00
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT23	18423 - 07951	668.57
PSI PUMPING SOLUTIONS, INC.	ABRAMS/VALLEYBROOK/TR PS	18423 - 07672	13,580.00
RAHNS CONSTRUCTION MATERIALS	MANHOLE FRAMES	18423 - 07671	4,120.00
USA BLUE BOOK	2" DISCHARGE HOSE	18423 - 07429	748.38
	<b>Total</b>	<b>CAPITAL - Collections</b>	<b>23,810.05</b>
 <b>18430 CAPITAL - Transportation</b>			
CARRANZA ROOFING AND SIDING	SALT SHED SIDING/GUTTERS	18430 - 07889	1,100.00
NATIONAL SHOTCRETE, LLC	CULVERT REPAIR: KERRWOOD DRIVE	18430 - 07661	264,495.00
T & M ASSOCIATES	ENGINEERING: BROWNLIE ROAD	18430 - 07661	1,096.50
	<b>Total</b>	<b>CAPITAL - Transportation</b>	<b>266,691.50</b>
 <b>18436 CAPITAL - Building Maintenance</b>			
WEST CHESTER MECHANICAL CONTRACT	BOILER REPLACEMENT PROJECT	18436 - 07743	74,488.50
	COOLING TOWER PROJECT	18436 - 07743	9,439.43
YOST DEVELOPMENT INC	STUCCO-TWP BLDG FRONT ENTRANCE	18436 - 07883	2,000.00
	STUCCO: TOWNSHIP BUILDING	18436 - 07883	1,250.00
	<b>Total</b>	<b>CAPITAL - Building Maintenance</b>	<b>87,177.93</b>
 <b>18450 CAPITAL - Park and Recreation</b>			
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	18450 - 07123	7,864.64
	<b>Total</b>	<b>CAPITAL - Park and Recreation</b>	<b>7,864.64</b>
 <b>40200 Escrow Payables</b>			
LAW OFFICE OF SEAN KILKENNY	160 NORTH GULPH RD: 1857 (LD)	40200 - 7200	52.50
	161 WEST DEKALB PK: 1852 (LD)	40200 - 7200	262.50
	230 MALL BOULEVARD: 1860 (LD)	40200 - 7200	87.50
	230 MALL BOULEVARD: 1860 (LD)	40200 - 7200	105.00
	346 EAST CHURCH RD: 1800 (LD)	40200 - 7200	560.00
	411 SWEDELAND - DL: 1783 (LD)	40200 - 7200	52.50
	411 SWEDELAND - DL: 1783 (LD)	40200 - 7200	87.50
	446/456-458 SWEDELAND RD: 1803	40200 - 7200	52.50
	650 PARK AVENUE: 1833 (LD)	40200 - 7200	210.00
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	192.50
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	210.00
MCPMAHON ASSOCIATES INC	2501 & 2901 RENAISSANCE: 1785	40200 - 7200	2,804.50
	588 NORTH GULPH ROAD: 1812 LD	40200 - 7200	378.75
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	1,586.25
REMINGTON & VERNICK ENGINEERS II, INC	1034 BROADVIEW RD: 1858 (SWB)	40200 - 7200	245.00
	108 FARM LANE: 1855 (SWB)	40200 - 7200	945.00
	135 WEST DEKALB PK: 1843 (LD)	40200 - 7200	1,202.98
	160 NORTH GULPH RD: 1857 (LD)	40200 - 7200	1,325.00
	230 MALL BOULEVARD: 1860 (LD)	40200 - 7200	2,370.72
	250 HANSEN ACCESS RD: 1835 (LD)	40200 - 7200	498.93

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REMINGTON & VERNICK ENGINEERS II, INC	2501 & 2901 RENAISSANCE: 1785	40200 - 7200	2,887.50
	346 EAST CHURCH RD: 1800 (LD)	40200 - 7200	330.00
	432 ROBIN HILL ROAD:1849 (SWB)	40200 - 7200	205.00
	460 GLENNIE CIRCLE: 1861 (SWB)	40200 - 7200	1,320.00
	588 NORTH GULPH RD: 1812 (LD)	40200 - 7200	330.00
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	1,413.28
	934 LONGVIEW ROAD: 1862 (SWB)	40200 - 7200	1,442.50
	<i>Total Escrow Payables</i>		<b>21,157.91</b>
			<b><u>2,045,243.21</u></b>



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<b>01138</b>	<b>Due from Developers</b>	<b>44,456.70</b>
<b>01150</b>	<b>Gas/Diesel/Postage</b>	<b>35,703.23</b>
<b>01301</b>	<b>GF - Property Taxes</b>	<b>10,903.16</b>
<b>01310</b>	<b>511 Taxes</b>	<b>167,805.39</b>
<b>01362</b>	<b>Public Safety</b>	<b>2,929.00</b>
<b>01367</b>	<b>Park &amp; Recreation</b>	<b>328.00</b>
<b>01380</b>	<b>Miscellaneous</b>	<b>-1,114.76</b>
<b>01402</b>	<b>Accounting</b>	<b>84,421.65</b>
<b>01403</b>	<b>Tax Collection</b>	<b>19,698.82</b>
<b>01407</b>	<b>Information Technology</b>	<b>9,936.37</b>
<b>01408</b>	<b>Planning</b>	<b>14,472.33</b>
<b>01410</b>	<b>Police</b>	<b>349,994.32</b>
<b>01411</b>	<b>Fire and EMS</b>	<b>244,731.70</b>
<b>01413</b>	<b>Codes Enforcement</b>	<b>23,524.13</b>
<b>01430</b>	<b>Transportation</b>	<b>67,316.58</b>
<b>01432</b>	<b>PW-Vehicle Maintenance</b>	<b>23,197.49</b>
<b>01434</b>	<b>PW-Park Maintenance</b>	<b>69,479.76</b>
<b>01436</b>	<b>PW-Building Maintenance</b>	<b>32,155.63</b>
<b>01450</b>	<b>Park and Recreation</b>	<b>106,982.42</b>
<b>01493</b>	<b>TMA/Rambler/Other</b>	<b>60.75</b>
<b>04456</b>	<b>Library</b>	<b>56,904.50</b>
<b>08364</b>	<b>Sanitation</b>	<b>2,899.38</b>
<b>08421</b>	<b>Trout Run</b>	<b>56,483.45</b>
<b>08422</b>	<b>Matsunk</b>	<b>59,263.87</b>
<b>08423</b>	<b>Collections</b>	<b>45,659.06</b>
<b>08425</b>	<b>Public Works-Admin</b>	<b>36.42</b>
<b>18400</b>	<b>CAPITAL - Administration</b>	<b>25,900.35</b>
<b>18407</b>	<b>CAPITAL - Information Tech</b>	<b>28,396.32</b>

**UPPER MERION TOWNSHIP  
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18410	CAPITAL - Police	2,875.00
18411	CAPITAL - Fire and EMS	680.00
18413	CAPITAL - Codes Enforcement	365.19
18421	CAPITAL - Trout Run	46,941.40
18422	CAPITAL - Matsunk	5,153.57
18423	CAPITAL - Collections	23,810.05
18430	CAPITAL - Transportation	266,691.50
18436	CAPITAL - Building Maintenance	87,177.93
18450	CAPITAL - Park and Recreation	7,864.64
40200	Escrow Payables	21,157.91
<b>TOTAL AMOUNT A/P</b>		<b><u>2,045,243.21</u></b>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>	
9/1/2023	\$912,750.20	\$107,596.30	
9/15/2023	\$890,184.36	\$105,180.90	
Clothing Allowance 9/15/23	\$14,750.00		
9/29/2023	\$883,040.67	\$104,214.39	
		TOTAL PAYROLL	\$3,017,716.82
		<b>TOTAL WARRANT</b>	<b><u>\$5,062,960.03</u></b>