

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
JANUARY 11, 2024 MEETING ~ 7:00 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Chairman's Comments.
5. Citizen Board Vacancies.
6. New Business:
 - A. Police Promotion – Sergeant Tobias Fisher promoted to Lieutenant.
 - B. Swearing-In of New Police Officers and New Fire/EMS Officers by Judge Patrick Krouse.
 - C. Consent Agenda re:
 1. Authorization to Advertise Conditional Use Hearing – Netflix.
 2. Land Development Plan Extension – Abbonizio Real Estate Partnership, 316 W. Church Road.
 3. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulations:
 - a) Macy's Retail Holding, Inc., 680 W. DeKalb Pike, for the tax years 2022-2023 resulting in an overpayment of real estate taxes in the amount of \$10,638.81.
 - b) Bloomingdales King of Prussia, 660 W. DeKalb Pike, for the tax years 2022-2023 resulting in an overpayment of real estate taxes in the amount of \$21,849.51.
 - c) PA Turnpike Commission, 371 W. DeKalb Pike, for the tax year 2023 resulting in an overpayment of real estate taxes in the amount of \$1,953.99.
 - d) PFI VPN Portfolio Fee Owner, 555 Croton Road, for the tax year 2023 resulting in an overpayment of real estate taxes in the amount of \$4,6089.09.
 - e) Park Ridge Hotel Development, 480 N. Gulph Road, for the tax years 2021-2023 resulting in an overpayment of real estate taxes in the amount of \$61,522.15.
 4. 2024 Road Program: Approval of a Professional Services Agreement (PSA) for survey, engineering, and construction inspection services with ARRO Consulting of Birdsboro, Pennsylvania in the amount of \$41,093.00 as recommended by the Director of Public Works.

5. Financial Escrow Security Release No. 6 (Final) Genterra, Columbus Street. Approval of Escrow Release No.6 in the amount of \$ 32,771.25 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
 6. First Avenue Linear Park, Phase 3: Approval of Change Order 1 authorizing Hobbs & Co. of Boothwyn, PA to perform additional electrical services in the amount of \$12,985.00, as recommended by the Director of Public Works.
 7. Trout Run WPCCC Sludge Mixer & Conveyor: Approval of Payment Application 01 in the amount of \$12,843.90 to PSI Pumping Solutions, Inc. of York Springs, PA for contract work completed to date, as recommended by the Director of Public Works.
 8. Resolution 2024-2 – 2024 Fee Schedule.
 9. Resolution 2024-3 – Appointing Lieutenant Blain Leis as Emergency Management Coordinator
 10. Resignation of Amrinder Singh from the Property Maintenance Appeals Board and the UCC Board of Appeals
- D. Preliminary Land Development Plan – Discovery Labs – 411 Swedeland Rd. Consideration of a preliminary Land Development Plan for Discovery Labs, 411 Swedeland Rd, prepared by Taylor Wiseman and Taylor, dated February 16, 2022, last revised May 5, 2023, as revised for the development of the 141.87-acre tract with ten (10) new industrial buildings and six (6) parking garages, completed in six (6) phases for an approximate total of 1,000,000 square feet of new building space and associated site improvements including waivers as outlined in said resolution. LI & R-1.
- E. Preliminary/Final Land Development Plan – Spark Car Wash, LLC – 161 W DeKalb Pike. Consideration of a preliminary/final Land Development Plan for Spark Car Wash, LLC., 161 W DeKalb Pike, prepared by Bohler Engineering, dated April 4, 2023, last revised December 11, 2023, as revised for the redevelopment of the 0.9-acre parcel into a 2-story, 3,166 Sq. Ft. car wash and associated site improvements including waivers as outlined in said resolution. CG. *Resolution 2024-4*
- F. Preliminary/Final Land Development Plan – Lazy Dog Restaurants, LLC – 160 North Gulph Rd Suite 211. Consideration of a preliminary/final Land Development Plan for Lazy Dog Restaurants, LLC, 160 North Gulph Rd Suite 211, prepared by Bohler Engineering, dated May 24, 2023, last revised January 2, 2024 as revised for the proposed demolition of existing building and construction of a new 11,005 sq. ft. restaurant and associated site improvements including waivers as outlined in said resolution. SC. *Resolution 2024-5*

- G. Preliminary/Final Land Development Plan – Malvern Anderson LP – 0 Reedel Road. Consideration of a preliminary/final Land Development Plan for Malvern Anderson LP, 0 Reedel Road, prepared by Landcore Engineering Consultants P.C., dated June 27, 2022, last revised December 21, 2023, as revised for the subdivision of the 18.95-acre parcel into twenty-four (24) parcels and common open space for the construction of twenty-four detached single family homes and associated site improvements including waivers as outlined in said resolution.
R-2. *Resolution 2024-6*

7. Additional Business.
8. Public Comment.
9. Adjournment.

CITIZEN BOARDS/COMMISSIONS VACANCIES
AS OF JANUARY 11, 2024

Current Vacancies:

Community Center Advisory Board	- 1 Vacancy
CC Advisory Board Student Member	- 1 Vacancy
Economic & Comm Dev Committee	- 1 Vacancy
ECDC Student Member	- 1 Vacancy
Farmers Market Student Member	- 1 Vacancy
Human Relations Commission	- 2 (Alternates)
Media Advisory Board	- 1 Vacancy
Media Advisory Board Student Member	- 1 Vacancy
Property Maintenance/UCC Boards	- 1 Vacancy (Alternate)
Public Safety Board Student Member	- 1 Vacancy
Upper Merion Foundation Sub-Committee	- 1 Vacancy
Upper Merion Historical Commission	- 2 Vacancies
UM Historical Comm Student Member	- 1 Vacancy
Zoning Hearing Board Alternate Member	- 1 Vacancy

TO: Anthony Hamaday, Township Manager
FROM: Chief Thomas Nolan, Police Department
DATE: January 16, 2024
SUBJECT: **Public Safety Swearing In Ceremony**

I am requesting to include the formal swearing in ceremony on the agenda for the January 11, 2024 Board of Supervisor's Meeting, for members of the department who are being promoted or hired due to vacancies in the Department of Public Safety.

The Police promotion is:

Sgt. Tobias Fisher – To be promoted to Lieutenant

Toby Fisher is being promoted because he is the next candidate on the eligibility list for the most recent promotional process. His promotion will take effect on January 15, 2024.
(Our Sgt. & Cpl. List expired so we will be conducting a promotional test in February.)

The Police new hires are:

Scott Boegly – Resides in King of Prussia – Formerly a Police Dispatcher for the Upper Merion Township Police Department. He has an Associate's Degree in Criminal Justice from the Montgomery County Community College. He started at the Montgomery County Police Academy on January 2, 2024.

Roderick Fancher – Resides in Lansdale – Formerly an Assistant District Attorney with the Montgomery County District Attorney's Office. He has a Bachelor's Degree in Philosophy from Franklin & Marshall College and a Juris Doctor Degree from the Drexel University School of Law. He started at the Montgomery County Police Academy on January 2, 2024.

Luke Turner – Resides in King of Prussia – Formerly a Sales Associate with Travis Mathew. He has a Bachelor's Degree in Finance from York College and a Master's Degree in Data Analytics from Long Island University. He started at the Montgomery County Police Academy on January 2, 2024.

Brian Balovic Garcia – Resides in Phila. - Formerly a Police Officer with the Reading Police Department. He has a Bachelor's Degree in Criminal Justice from Penn State University. He started his field training with UMPD on January 2, 2024.

The Fire & EMS new hires are:

Glenn Montgomery – Resides in Gladwyne – Formerly a Firefighter for the Penn Wynne – Overbrook Hills Fire Company. He has a Bachelor's Degree in Telecommunications from Penn State

University. He will start his employment with the Upper Merion Fire & EMS Department as a Firefighter/EMT on January 17, 2024.

Lisa Dolan – Resides in Havertown – Formerly a Manager at Michael's Crafts. She has a Paramedic Certificate from Einstein EMS Education Center. She will start her employment with the Upper Merion Fire & EMS Department as a Paramedic on January 15, 2024.

Magisterial District Judge Patrick Krouse will perform the ceremony.



Engineering LLC

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

December 18, 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 April 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.

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

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

KING OF PRUSSIA ASSOCIATES/ MACY'S RETAIL HOLDINGS INC.	:	IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PA
	:	
v.	:	CIVIL ACTION - LAW
	:	
THE MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS and THE UPPER MERION AREA SCHOOL DISTRICT	:	NO. 2021-20465
	:	TAX PARCEL NO. 58-00-06208-30-4
	:	

STIPULATION TO SETTLE

WHEREAS, King of Prussia Associates/Macy's Retail Holdings Inc. (hereinafter the "Taxpayer") is the owner of the property located at **680 W. DeKalb Pike** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-06208-30-4** (hereinafter the "Subject Property"); and

WHEREAS, in 2021, Taxpayer appealed the assessment on the Subject Property to the Montgomery County Board of Assessment Appeals seeking a reduction in the assessment; and

WHEREAS, on September 23, 2021, the Board of Assessment Appeals issued a Notice of No Change in Assessment on the Subject Property and confirmed the assessment of **10,552,500**, effective January 1, 2022 for County and Township tax purposes, and July 1, 2022 for the School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about October 14, 2021; said appeal being filed at Docket No. 2021-20465; and

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

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

1. Effective January 1, 2022 for Township and County tax purposes, and effective July 1, 2022 for School tax purposes, the assessment on the Subject Property shall be reduced from **10,552,500 to 9,387,000**.

2. Effective January 1, 2023 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **10,552,500 to 8,712,000**.

3. Effective January 1, 2024 for Township and County tax purposes, and effective July 1, 2024 for School tax purposes, the assessment on the Subject Property shall be reduced from **10,552,500 to 7,987,500**.

4. The assessment shall remain at **7,987,500** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

5. The parties are agreeing to an assessment for settlement purposes only and are not agreeing to a value or an assessment for any year other than the years covered by this Stipulation

to Settle.

6. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Montgomery County for tax years 2022 and 2023 in the amount of **\$12,370.46** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	10,552,500	9,387,000	1,165,500	3.923	\$4,572.26
2023	10,552,500	8,712,000	1,840,500	4.237	\$7,798.20

7. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$12,370.46**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

King of Prussia Associates
c/o Simon Property Group
PO Box 6120
Indianapolis, IN 46206

8. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College for tax years 2022 and 2023 in the amount of **\$1,172.35** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	10,552,500	9,387,000	1,165,500	0.39	\$454.55
2023	10,552,500	8,712,000	1,840,500	0.39	\$717.80

9. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the

amount of **\$1,172.35**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to

Taxpayer and mailed to the following address:

King of Prussia Associates
c/o Simon Property Group
PO Box 6120
Indianapolis, IN 46206

10. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Upper Merion Township for tax years 2022 and 2023 in the amount of **\$10,638.81** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	10,552,500	9,387,000	1,165,500	3.38	\$3,939.39
2023	10,552,500	8,712,000	1,840,500	3.64	\$6,699.42

11. Upon approval of the Stipulation to Settle by the Court, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$10,638.81**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

King of Prussia Associates
c/o Simon Property Group
PO Box 6120
Indianapolis, IN 46206

12. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from the Upper Merion Area School District for tax years 2022/2023 and 2023/2024 in the amount of **\$65,502.63** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022/2023	10,552,500	9,387,000	1,165,500	21.46	\$25,011.63
2023/2024	10,552,500	8,712,000	1,840,500	22.00	\$40,491.00

13. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$65,502.63**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

King of Prussia Associates
c/o Simon Property Group
PO Box 6120
Indianapolis, IN 46206

14. The tax collector shall provide the necessary information to calculate the proper amount of refunds for all tax years at issue, including whether the prior year taxes were paid at face, discount or penalty, to the respective taxing authorities within thirty (30) days from the date of entry of the attached order. If there are any outstanding liens or taxes due and owing on the Subject Property, or any outstanding interest or penalties, then the refunds shall be applied toward those outstanding taxes, tax liens, interest or penalties before any issuance of any refund to Taxpayer.

15. The undersigned acknowledge they received the appropriate authorization from their clients to enter into this Stipulation to Settle.

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

17. This Stipulation to Settle constitutes the entire agreement by, between and among the Parties with respect to the matters set forth herein and its terms are contractual and not a mere recital. There are no other written or oral agreements or promises or understandings, directly or indirectly, related to or connected with this Stipulation to Settle that have not been incorporated into this Stipulation to Settle.

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

Paul R. Morcom, Esquire
Attorney for Taxpayer

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday
Upper Merion Township Manager

FOX ROTHSCHILD LLP
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P.O. BOX 3001
BLUE BELL, PA 19422
(610) 397-6500

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

BLOOMINGDALE'S KING OF PRUSSIA : IN THE COURT OF COMMON PLEAS
REAL ESTATE, INC., n/k/a : OF MONTGOMERY COUNTY, PA
MACY'S RETAIL HOLDINGS, INC. :
: :
: :
v. : CIVIL ACTION - LAW
: :
: :
THE MONTGOMERY COUNTY : NO. 2021-20463
BOARD OF ASSESSMENT APPEALS :
and THE UPPER MERION AREA : TAX PARCEL NO. 58-00-06208-20-5
SCHOOL DISTRICT :

STIPULATION TO SETTLE

WHEREAS, Bloomingdale's King of Prussia Real Estate, Inc., n/k/a Macy's Retail Holdings Inc. (hereinafter the "Taxpayer") is the owner of the property located at **660 W. DeKalb Pike** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-06208-20-5** (hereinafter the "Subject Property"); and

WHEREAS, in 2021, Taxpayer appealed the assessment on the Subject Property to the Montgomery County Board of Assessment Appeals seeking a reduction in the assessment; and

WHEREAS, on September 23, 2021, the Board of Assessment Appeals issued a Notice of No Change in Assessment on the Subject Property and confirmed the assessment of **11,000,000**, effective January 1, 2022 for County and Township tax purposes, and July 1, 2022 for the School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about October 14, 2021; said appeal being filed at Docket No. 2021-20463; and

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

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

1. Effective January 1, 2022 for Township and County tax purposes, and effective July 1, 2022 for School tax purposes, the assessment on the Subject Property shall be reduced from **11,000,000 to 8,244,915**.

2. Effective January 1, 2023 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **11,000,000 to 7,555,680**.

3. Effective January 1, 2024 for Township and County tax purposes, and effective July 1, 2024 for School tax purposes, the assessment on the Subject Property shall be reduced from **11,000,000 to 6,791,150**.

4. The assessment shall remain at **6,791,150** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

5. The parties are agreeing to an assessment for settlement purposes only and are not agreeing to a value or an assessment for any year other than the years covered by this Stipulation

to Settle.

6. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Montgomery County for tax years 2022 and 2023 in the amount of **\$25,401.78** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	11,000,000	8,244,915	2,755,085	3.923	\$10,808.20
2023	11,000,000	7,555,680	3,444,320	4.237	\$14,593.58

7. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$25,401.78**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to "Bloomingdale's King of Prussia Real Estate, Inc., n/k/a Macy's Retail Holdings Inc." and mailed to the following address:

Bloomingdale's King of Prussia Real Estate, Inc.,
n/k/a Macy's Retail Holdings Inc.
c/o Paul R. Morcom, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

8. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College for tax years 2022 and 2023 in the amount of **\$2,417.76** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	11,000,000	8,244,915	2,755,085	0.39	\$1,074.48
2023	11,000,000	7,555,680	3,444,320	0.39	\$1,343.28

9. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$2,417.76**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to "Bloomingdale's King of Prussia Real Estate, Inc., n/k/a Macy's Retail Holdings Inc." and mailed to the following address:

Bloomingdale's King of Prussia Real Estate, Inc.,
n/k/a Macy's Retail Holdings Inc.
c/o Paul R. Morcom, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

10. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Upper Merion Township for tax years 2022 and 2023 in the amount of **\$21,849.51** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	11,000,000	8,244,915	2,755,085	3.38	\$9,312.19
2023	11,000,000	7,555,680	3,444,320	3.64	\$12,537.32

11. Upon approval of the Stipulation to Settle by the Court, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$21,849.51**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to "Bloomingdale's King of Prussia Real Estate, Inc., n/k/a Macy's Retail Holdings Inc." and mailed to the following address:

Bloomington's King of Prussia Real Estate, Inc.,
n/k/a Macy's Retail Holdings Inc.
c/o Paul R. Morcom, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

12. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from the Upper Merion Area School District for tax years 2022/2023 and 2023/2024 in the amount of **\$134,899.16** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022/2023	11,000,000	8,244,915	2,755,085	21.46	\$59,124.12
2023/2024	11,000,000	7,555,680	3,444,320	22.00	\$75,775.04

13. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$134,899.16**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to "Bloomington's King of Prussia Real Estate, Inc., n/k/a Macy's Retail Holdings Inc." and mailed to the following address:

Bloomington's King of Prussia Real Estate, Inc.,
n/k/a Macy's Retail Holdings Inc.
c/o Paul R. Morcom, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

14. The tax collector shall provide the necessary information to calculate the proper amount of refunds for all tax years at issue, including whether the prior year taxes were paid at face, discount or penalty, to the respective taxing authorities within thirty (30) days from the date

of entry of the attached order. If there are any outstanding liens or taxes due and owing on the Subject Property, or any outstanding interest or penalties, then the refunds shall be applied toward those outstanding taxes, tax liens, interest or penalties before any issuance of any refund to Taxpayer.

15. The undersigned acknowledge they received the appropriate authorization from their clients to enter into this Stipulation to Settle.

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

17. This Stipulation to Settle constitutes the entire agreement by, between and among the Parties with respect to the matters set forth herein and its terms are contractual and not a mere recital. There are no other written or oral agreements or promises or understandings, directly or indirectly, related to or connected with this Stipulation to Settle that have not been incorporated into this Stipulation to Settle.

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

Paul R. Morcom, Esquire
Attorney for Taxpayer

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday
Upper Merion Township Manager

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

PENNSYLVANIA TURNPIKE COMMISSION	:	IN THE COURT OF COMMON PLEAS
and R&F KING OF PRUSSIA, LP	:	OF MONTGOMERY COUNTY, PA
	:	
v.	:	CIVIL ACTION - LAW
	:	
THE MONTGOMERY COUNTY	:	NO. 2022-18824
BOARD OF ASSESSMENT APPEALS	:	
and THE UPPER MERION AREA	:	TAX PARCEL NO. 58-00-06325-05-2
SCHOOL DISTRICT, et al.	:	

ORDER

AND, NOW, this day of , 2023, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

IT IS FURTHER ORDERED and DECREED that the Montgomery County Board of Assessment Appeals shall make the appropriate adjustments to the assessment as agreed to in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned action “settled, discontinued and ended.”

BY THE COURT:

J.

FOX ROTHSCHILD LLP

BY: LOREN D. SZCZESNY
IDENTIFICATION NO. 63242
980 JOLLY ROAD, SUITE 110
P.O. BOX 3001
BLUE BELL, PA 19422
(610) 397-6500

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

PENNSYLVANIA TURNPIKE COMMISSION :	:	IN THE COURT OF COMMON PLEAS
and R&F KING OF PRUSSIA, LP :	:	OF MONTGOMERY COUNTY, PA
	:	
v. :	:	CIVIL ACTION - LAW
	:	
THE MONTGOMERY COUNTY :	:	NO. 2022-18824
BOARD OF ASSESSMENT APPEALS :	:	
and THE UPPER MERION AREA :	:	TAX PARCEL NO. 58-00-06325-05-2
SCHOOL DISTRICT, et al. :	:	

STIPULATION TO SETTLE

WHEREAS, Pennsylvania Turnpike Commission is the owner and **R&F King of Prussia, LP** (hereinafter referred to as "Taxpayer") is the tenant of the property located at **371 W. Dekalb Pike** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-06325-05-2** (hereinafter the "Subject Property"); and

WHEREAS, in 2022, Taxpayer appealed the assessment on the Subject Property to the Montgomery County Board of Assessment Appeals seeking a reduction in the assessment of the Subject Property for the 2023 tax year; and

WHEREAS, on September 22, 2022, the Board of Assessment Appeals issued a Notice of No Change in Assessment, effective January 1, 2023 for County and Township tax purposes,

and July 1, 2023 for the School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about October 3, 2022, and is seeking a reduction in the assessment of the Subject Property; said appeal being filed at Docket No. 2022-18824; and

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

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

1. Effective January 1, 2023 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **4,437,410 to 3,900,600**.

2. Effective January 1, 2024 for Township and County tax purposes, and effective July 1, 2024 for School tax purposes, the assessment on the Subject Property shall be reduced from **4,437,410 to 3,532,250**.

3. The assessment shall remain at **3,532,250** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

4. The parties are agreeing to an assessment for settlement purposes only and are not agreeing to a value or an assessment for any year other than the years covered by this Stipulation to Settle.

5. As a result of the adjustment to the assessment on the Subject Property, there was an overpayment in taxes to Montgomery County for tax year 2023 in the amount of **\$2,274.46** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023	4,437,410	3,900,600	536,810	4.237	\$2,274.46

6. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$2,274.46**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Pennsylvania Turnpike Commission and R&F King of Prussia, LP and mailed to the following address:

Pennsylvania Turnpike Commission
 and R&F King of Prussia, LP
 c/o Tanya Brown GL Dept.
 7248 Morgan Road
 P.O. Box 220
 Liverpool, NY 13088

7. As a result of the adjustment to the assessment on the Subject Property, there was an overpayment of the taxes allocated to the Montgomery County Community College for tax year 2023 in the amount of **\$209.36** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023	4,437,410	3,900,600	536,810	0.39	\$209.36

8. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$209.36**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Pennsylvania Turnpike Commission and R&F King of Prussia, LP and mailed to the following address:

Pennsylvania Turnpike Commission
 and R&F King of Prussia, LP
 c/o Tanya Brown GL Dept.
 7248 Morgan Road
 P.O. Box 220
 Liverpool, NY 13088

9. As a result of the adjustment to the assessment on the Subject Property, there was an overpayment of the taxes to Upper Merion Township for tax year 2023 in the amount of **\$1,953.99** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023	4,437,410	3,900,600	536,810	3.64	\$1,953.99

10. Upon approval of the Stipulation to Settle by the Court, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$1,953.99** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Pennsylvania Turnpike Commission and R&F King of Prussia, LP and mailed to the following address:

Pennsylvania Turnpike Commission
and R&F King of Prussia, LP
c/o Tanya Brown GL Dept.
7248 Morgan Road
P.O. Box 220
Liverpool, NY 13088

11. As a result of the reduction in the assessment on the Subject Property, there was an overpayment in taxes to the Upper Merion Area School District for tax year 2023/2024 in the amount of **\$11,809.82** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023/2024	4,437,410	3,900,600	536,810	22.00	\$11,809.82

12. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$11,809.82**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Pennsylvania Turnpike Commission and R&F King of Prussia, LP and mailed to the following address:

Pennsylvania Turnpike Commission
and R&F King of Prussia, LP
c/o Tanya Brown GL Dept.
7248 Morgan Road
P.O. Box 220
Liverpool, NY 13088

13. The tax collector shall provide the necessary information to calculate the proper amount of refunds for all tax years at issue, including whether the prior year taxes were paid at face, discount or penalty, to the respective taxing authorities within thirty (30) days from the date of entry of the attached order. If there are any outstanding liens or taxes due and owing on the Subject Property, or any outstanding interest or penalties, then the refunds shall be applied toward those outstanding taxes, tax liens, interest or penalties before any issuance of any refund to Taxpayer.

14. The undersigned acknowledge they received the appropriate authorization from their clients to enter into this Stipulation to Settle.

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

16. This Stipulation to Settle constitutes the entire agreement by, between and among the Parties with respect to the matters set forth herein and its terms are contractual and not a mere recital. There are no other written or oral agreements or promises or understandings, directly or indirectly, related to or connected with this Stipulation to Settle that have not been incorporated into this Stipulation to Settle.

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

Francis J. Hoegen, Esquire
Attorney for Taxpayer

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

James F. Gallagher, Jr., Esquire
Attorney for Upper Merion Township

FOX ROTHSCHILD LLP

BY: LOREN D. SZCZESNY
IDENTIFICATION NO. 63242
980 JOLLY ROAD, SUITE 110
P.O. BOX 3001
BLUE BELL, PA 19422
(610) 397-6500

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

PFI VPN PORTFOLIO FEE OWNER LLC : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
v. :
: CIVIL ACTION - LAW
: THE MONTGOMERY COUNTY : NO. 2022-21382
BOARD OF ASSESSMENT APPEALS :
and THE UPPER MERION AREA : TAX PARCEL NO. 58-00-05476-01-9
SCHOOL DISTRICT, et al. :

STIPULATION TO SETTLE

WHEREAS, PFI VPN PORTFOLIO FEE OWNER LLC, (hereinafter the “Taxpayer”) is the owner of the property located at **555 Croton Road** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-05476-01-9** (hereinafter the “Subject Property”); and

WHEREAS, in 2022, Taxpayer appealed the assessment on the Subject Property to the Montgomery County Board of Assessment Appeals seeking a reduction in the assessment; and

WHEREAS, on October 12, 2022, the Board of Assessment Appeals issued a Notice of No Change in Assessment on the Subject Property and confirmed the assessment of **7,400,000**, effective January 1, 2023 for County and Township tax purposes, and July 1, 2023 for the School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about October 31, 2022; said appeal being filed at Docket No. 2022-21382; and

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

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

1. Effective January 1, 2023 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **7,400,000 to 6,134,040**.

2. Effective January 1, 2024 for Township and County tax purposes, and effective July 1, 2024 for School tax purposes, the assessment on the Subject Property shall be reduced from **7,400,000 to 4,840,430**.

3. The assessment shall remain at **4,840,430** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

4. The parties are agreeing to an assessment for settlement purposes only and are not agreeing to a value or an assessment for any year other than the years covered by this Stipulation to Settle.

5. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Montgomery County for tax year 2023 in the amount of **\$5,363.87** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023	7,400,000	6,134,040	1,265,960	4.237	\$5,363.87

6. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$5,363.87**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

PFI VPN Portfolio Fee Owner LLC
c/o Brandywine Realty Trust
Attn: Angela Heesen
300 Arboretum Place, Suite 330
Richmond, VA 23236

7. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College for tax year 2023 in the amount of **\$493.72** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023	7,400,000	6,134,040	1,265,960	0.39	\$493.72

8. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$493.72**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

PFI VPN Portfolio Fee Owner LLC
c/o Brandywine Realty Trust
Attn: Angela Heesen
300 Arboretum Place, Suite 330
Richmond, VA 23236

9. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Upper Merion Township for tax year 2023 in the amount of **\$4,608.09** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023	7,400,000	6,134,040	1,265,960	3.64	\$4,608.09

10. Upon approval of the Stipulation to Settle by the Court, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$4,608.09**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

PFI VPN Portfolio Fee Owner LLC
c/o Brandywine Realty Trust
Attn: Angela Heesen
300 Arboretum Place, Suite 330
Richmond, VA 23236

11. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from the Upper Merion Area School District for tax year 2023/2024 in the amount of **\$27,851.12** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2023/2024	7,400,000	6,134,040	1,265,960	22.00	\$27,851.12

12. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$27,851.12**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

PFI VPN Portfolio Fee Owner LLC
c/o Brandywine Realty Trust
Attn: Angela Heesen
300 Arboretum Place, Suite 330
Richmond, VA 23236

13. The tax collector shall provide the necessary information to calculate the proper amount of refunds for all tax years at issue, including whether the prior year taxes were paid at face, discount or penalty, to the respective taxing authorities within thirty (30) days from the date of entry of the attached order. If there are any outstanding liens or taxes due and owing on the Subject Property, or any outstanding interest or penalties, then the refunds shall be applied toward those outstanding taxes, tax liens, interest or penalties before any issuance of any refund to Taxpayer.

14. The undersigned acknowledge they received the appropriate authorization from their clients to enter into this Stipulation to Settle.

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

16. This Stipulation to Settle constitutes the entire agreement by, between and among the Parties with respect to the matters set forth herein and its terms are contractual and not a mere recital. There are no other written or oral agreements or promises or understandings, directly or indirectly, related to or connected with this Stipulation to Settle that have not been incorporated into this Stipulation to Settle.

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

Paul Tannenbaum, Esquire
Attorney for Taxpayer

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday
Upper Merion Township Manager

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

PARK RIDGE HOTEL DEVELOPMENT LP : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY,
:
: CIVIL ACTION – LAW
:
: **v.** :
:
MONTGOMERY COUNTY BOARD OF : NO. 2020-20376
ASSESSMENT APPEALS and UPPER : NO. 2021-24536
MERION AREA SCHOOL DISTRICT, et al. : NO. 2022-06965
:
: Tax Parcel No. 58-00-14086-31-9

ORDER

AND, NOW, this day of , 2023, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

IT IS FURTHER ORDERED and DECREED that the Montgomery County Board of Assessment Appeals shall make the appropriate adjustments to the assessment as agreed to in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned actions “settled, discontinued and ended.”

BY THE COURT:

J.

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

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

PARK RIDGE HOTEL DEVELOPMENT LP : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY,
:
: CIVIL ACTION – LAW
:
: NO. 2020-20376
: NO. 2021-24536
: NO. 2022-06965
:
: Tax Parcel No. 58-00-14086-31-9

v.

**MONTGOMERY COUNTY BOARD OF
ASSESSMENT APPEALS and UPPER
MERION AREA SCHOOL DISTRICT, et al.**

STIPULATION TO SETTLE

WHEREAS, Park Ridge Hotel Development LP, (hereinafter the “Taxpayer”) is the owner of the property located at 480 N. Gulph Road in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-14086-31-9** (hereinafter the “Subject Property”); and

WHEREAS, in 2020, the Taxpayer filed an appeal to the Board of Assessment Appeals seeking a reduction in the assessment of the Subject Property for the 2021 tax year; and

WHEREAS, on or about December 7, 2020, the Board of Assessment Appeals issued a Notice of No Change in Assessment, effective January 1, 2021 for County and Township tax purposes, and July 1, 2021 for the School District tax purposes; and

WHEREAS, on December 9, 2020, the Taxpayer filed a Petition for Allowance of Appeal from the Decision of the Board of Assessment Appeals (Docket No. 2020-20376) and is seeking a reduction in the assessment of the property; and

WHEREAS, following interim changes to the assessment of the Subject Property, the taxpayer also filed appeals with this Court on December 16, 2021 (Docket No. 2021-24536) and on May 13, 2022 (Docket No. 2022-06965); and

WHEREAS, based upon the risks and hazards of litigation, the undersigned have decided that it is in their best interest and the best interest of their clients to settle all three of the tax assessment appeals filed by the Taxpayer based upon the terms and conditions outlined in this Stipulation to Settle.

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

1. For the time period of January 1, 2021 through June 30, 2021, **for Township and County tax purposes**, the assessment on the Subject Property shall be reduced from **14,296,620 to 8,207,500**.

2. Effective July 1, 2021 for County, Township and School tax purposes, the assessment on the Subject Property shall be reduced from **23,807,940 to 14,070,000**.

3. Effective January 1, 2022 for Township and County tax purposes, and effective July 1, 2022 for School tax purposes, the assessment on the Subject Property shall be reduced from **23,907,940 to 19,221,000**.

4. Effective January 1, 2023 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **23,907,940 to 17,424,000**.

5. Effective January 1, 2024 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **23,907,940 to 16,685,000**.

6. The assessment shall remain at **16,685,000** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

7. The parties are agreeing to an assessment for settlement purposes only and are not agreeing to a value or an assessment for any year other than the years covered by this Stipulation to Settle.

8. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Montgomery County for tax years 2021, 2022 and 2023 in the amount of **\$74,601.26** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
1/1/21 to 6/30/2021	14,296,620	8,207,500 (6 months)	6,089,120	3.632	\$11,057.84
7/1/21 to 12/30/21	23,807,940	14,070,000 (6 months)	9,737,940	3.632	\$17,684.10
2022	23,907,940	19,221,000	4,686,940	3.923	\$18,386.87
2023	23,907,940	17,424,000	6,483,940	4.237	\$27,472.45

9. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$74,601.26**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

Park Ridge Hotel Development LP
c/o Nick Randazzo
543 Mulberry Lane Office Annex
Haverford, PA 19041

10. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College for tax years 2021, 2022 and 2023 in the amount of **\$7,442.93** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
1/1/21 to 6/30/2021	14,296,620	8,207,500 (6 months)	6,089,120	0.39	\$1,187.38
7/1/21 to 12/30/21	23,807,940	14,070,000 (6 months)	9,737,940	0.39	\$1,898.90
2022	23,907,940	19,221,000	4,686,940	0.39	\$1,827.91
2023	23,907,940	17,424,000	6,483,940	0.39	\$2,528.74

11. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$7,442.93**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

Park Ridge Hotel Development LP
c/o Nick Randazzo
543 Mulberry Lane Office Annex
Haverford, PA 19041

12. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from Upper Merion Township for tax years 2021, 2022 and 2023 in the amount of **\$61,522.15** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
1/1/21 to 6/30/2021	14,296,620	8,207,500 (6 months)	6,089,120	2.79	\$8,494.32
7/1/21 to 12/30/21	23,807,940	14,070,000 (6 months)	9,737,940	2.79	\$13,584.43
2022	23,907,940	19,221,000	4,686,940	3.38	\$15,841.86
2023	23,907,940	17,424,000	6,483,940	3.64	\$23,601.54

13. Upon approval of the Stipulation to Settle by the Court, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$61,522.15**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

Park Ridge Hotel Development LP
c/o Nick Randazzo
543 Mulberry Lane Office Annex
Haverford, PA 19041

14. As a result of the adjustments to the assessment on the Subject Property, Taxpayer is entitled to a refund, without interest, from the Upper Merion Area School District for tax years 2021/2022 and 2022/2023 and 2023/2024 in the amount of **\$445,388.04** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2021/2022	23,807,940	14,070,000	9,737,940	20.76	\$202,159.63
2022/2023	23,907,940	19,221,000	4,686,940	21.46	\$100,581.73
2023/2024	23,907,940	17,424,000	6,483,940	22.00	\$142,646.68

15. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$445,388.04**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Taxpayer and mailed to the following address:

Park Ridge Hotel Development LP
c/o Nick Randazzo
543 Mulberry Lane Office Annex
Haverford, PA 19041

16. The tax collector shall provide the necessary information to calculate the proper amount of refunds for all tax years at issue, including whether the prior year taxes were paid at face, discount or penalty, to the respective taxing authorities within thirty (30) days from the date of entry of the attached order. If there are any outstanding liens or taxes due and owing on the Subject Property, or any outstanding interest or penalties, then the refunds shall be applied toward those outstanding taxes, tax liens, interest or penalties before any issuance of any refund to Taxpayer.

17. The undersigned acknowledge they received the appropriate authorization from their clients to enter into this Stipulation to Settle.

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

19. This Stipulation to Settle constitutes the entire agreement by, between and among the Parties with respect to the matters set forth herein and its terms are contractual and not a mere recital. There are no other written or oral agreements or promises or understandings, directly or indirectly, related to or connected with this Stipulation to Settle that have not been incorporated into this Stipulation to Settle.

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

Joseph P. O'Brien/Chris Peifer, Esquire
Attorney for Taxpayer

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday
Upper Merion Township Manager

PROFESSIONAL SERVICES AGREEMENT

1223-PT01

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

and

ARRO Consulting, Inc.
1450 East Boot Road
Building 100
West Chester, PA 19380

December 20, 2023

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting engineering services to Upper Merion Township (Client) for the 2024 Road Resurfacing Program. This Agreement covers all tasks necessary to design, bid, manage construction, observe construction and close out the full road resurfacing project with the Client and PennDOT. ARRO will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

A. Survey Services:

- a. Survey five (5) ADA ramps in order to design required ADA specifications. The actual topographic survey of these locations and any pertinent features (such as utility poles, signs, curb and sidewalk) in the proposed ADA ramp improvement area shall be located as necessary for the design of the ADA ramps. Topographic survey shall be limited to these locations only.
- b. Obtain Pennsylvania One Call information.
- c. Prepare base plans detailing the survey information collected.

B. Field Assessment:

- a. Review and discuss potential stormwater drainage issues with Client's staff prior to site visits to confirm these areas are identified and addressed during field assessments.
- b. Conduct a site visit at each of the following five (5) roads identified for improvement to assess road conditions and identify potential stormwater infrastructure projects. In addition to the identified roads, the five (5) ADA ramp locations will be viewed during the site visits.

Street Name	Paving Limits	Length	Width
Mall Boulevard	Rt. 202 to N. Gulph Road	5,600	82
Church Street	Crooked Lane to Walnut Street	560	20
Walnut Street	Church Street to Bush Street	1,500	20
Charles Street	Crooked Lane to Glenwood Road	1,295	30
Center Street	River Road to Jefferson Street	900	18

Road and stormwater infrastructure assessments shall include areas in need of base repair and visual assessments of stormwater infrastructure. If needed, meet on site with Client staff to discuss potential stormwater infrastructure projects and determine the feasibility of including each project in the 2024 Road Resurfacing Program.

C. Engineer's Opinion of Probable Construction Costs:

Prepare engineer's opinion of probable construction costs for each of the selected roads in need of improvement based on data collected during site visits and discussion with Client's staff.

D. Determination Meetings:

ARRO will prepare for and attend three (3) meetings with Township staff and Township Supervisors. At these meetings, ARRO will discuss what was discovered during the Field Assessment and present engineer's opinion of probable construction costs to Client and finalize list of improvements to be included in the 2024 Road Resurfacing Program.

E. Preparation of Plans and Specifications:

a. Provide plans and specifications suitable for public bidding. Plans shall reference PennDOT Publication 408 and Roadway Construction standards in the preparation of specifications and plans on PennDOT Municipal Services specification forms. Specifications shall include one (1) contract: Contract 1 – Paving. Plans shall include, but not be limited to the following information:

1. Location Map showing the extent of the mill and overlay areas and the location of traffic signal loop detectors.
2. Mill and Overlay location plans based on Client GIS information.
3. ADA Ramp Improvement Plans
 - a) Existing Conditions and Removals
 - b) Layout and Grading Plans
 - c) Construction Details
4. Traffic control details

F. Coordination with PennDOT

a. ARRO staff shall coordinate the entire project with PennDOT, District #6 Municipal Services staff to obtain project approval number prior to bidding, maintain communication with PennDOT staff during construction, and provide necessary closeout documents to PennDOT staff in a timely manner.

G. Bidding Administration and Recommendation:

- a. Administer the on-line bid opening through the PennBID system and prepare bid tabulation sheets and forward electronic copy to Client.
- b. Review applicable qualification, experience data and bid bonds submitted by bidders for conformance with contract documents. Perform reference checks on bidders.
- c. Provide Client with recommendation on acceptance of lowest responsive bid and award of contract, with a copy of bid tabulation sheets and supplementary information provided by bidders. This Agreement is based upon Client reviewing the completeness of the bids received, with the Client Solicitor, as requested by the Client.
- d. Prepare and issue Notice of Bid Award and Notice to Proceed to successful bidder after authorization by the Client.

H. Construction Contract Administration

- a. Conduct on-site preconstruction meeting with representatives of the Client, contractor, and PennDOT to review project. Prepare meeting minutes and distribute via email to attendees.
- b. Receive and review shop drawing submittals and other data required to be submitted by contractor, including up to one (1) resubmittal, for conformance with the design concept of the project provided in contract documents. This Agreement is based on review of more than one (1) resubmittal being at contractor's expense.
- c. Maintain active shop drawing log and monitor contractor's compliance with shop drawing submission requirements of contract documents. ARRO shall forward all approved shop drawings to contractor, ARRO construction observation staff and Client via email.
- d. Receive and respond to contractor's Requests for Information (RFI) and maintain and RFI log. Issue necessary interpretations and clarifications of contract documents and prepare work directives for issuance to contractor.
- e. Review contractor's applications for payment and provide written recommendation to Client on those proposed applications for payment.
- f. Conduct a walk-through, accompanied by Client staff, to determine if work is substantially complete and prepare punch list items to be completed or corrected before final payment.
- g. ARRO shall assist Client with draft and submission of PennDOT form MS-999 completion report.
- h. ARRO shall assist the Client with preparation of contract closeout documents.

I. Construction Observation Services

- a. Provide services of Resident Project Representative (RPR) to observe work in progress to verify that work performed by contractors is in accordance with contract documents. This Agreement is based on a maximum of one hundred-twenty (120) hours of periodic construction observation services, in coordination with Client staff. Any construction observation time above and beyond this schedule shall be billed on a time and materials basis.

ARRO's RPR will seek to determine that construction work is carried out in compliance with the contract drawings and specifications. The purpose of the RPR is to provide Client with a greater degree of confidence that the contractor's work generally conforms to requirements of the contract documents and that the integrity of the design concept illustrated by the contract documents has been implemented and preserved by the contractor.

ARRO shall not, on the basis of its observations of the contractor's work or its presence at project site, supervise, direct, or have any control over the contractor's work nor shall ARRO have authority over, or responsibility for, the means, methods, techniques, sequences, or procedures of construction selected by the contractor, for safety precautions and programs incidental to the work, or for the contractor's compliance with laws, rules, regulations, ordinances, codes, or other orders applicable to the contractor furnishing and performing its work. Accordingly, ARRO can neither guarantee performance of construction contract by the contractor nor assume responsibility for the contractor's failure to furnish and perform work in accordance with contract documents.

The duties, responsibilities, and limitations of authority of the resident project representative will be as stipulated in Exhibit No. 1, which is attached to and made part of this Agreement.

- b. Any unforeseen circumstances that may arise during construction will be discussed with Client staff to determine if a change order is necessary or if the circumstance remains within the project's scope and contract.

J. Maintenance Period Close-Out

- a. Perform an inspection of the entire project three (3) months prior to the expiration of the maintenance period.
- b. Prepare a punch list based on this site inspection.
- c. Coordinate completion of the punch list with the contractor.
- d. Perform inspections of the completed punch list items.

SPECIFIC SERVICES EXCLUDED

Services not set forth within the Scope of Services are specifically excluded, including:

1. Costs for permits, fees, and licenses, including application fees to regulatory agencies.
2. Costs associated with legal advertisements/notifications/publication.
3. Services resulting from significant changes to Scope of Services beyond reasonable control of ARRO. Such revisions include, but are not limited to, changes in the size, complexity, scheduling, or character of services required to complete the project.
4. NPDES permitting, wetland delineation or permitting, PNDI database search.
5. Preparation of Highway Occupancy permits and associated plans.
6. Preparation of applications and supporting documents for grants, loans, or bond issues relative to financing of project.
7. Design, survey or construction administration and observation for additional roads or ADA ramps.
8. Preparation of plans and documents for agencies and permit approvals other than those specifically listed.
9. Application fees for any permits.
10. PennDOT Coordination except for the following: Liquid Fuel requirements.
11. Additional survey work and/or aerial topography.
12. Survey layout as per the plans.
13. Survey layout in the field and generation of cut sheets shall be completed by the Contractor.
14. Involvement in any dispute, arbitration, or litigation matters.

SCHEDULE

The schedule of services for the 2024 Road Resurfacing Program Services shall be mutually agreed upon by the Board of Supervisors, the Client Manager, and ARRO.

CLIENT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
4. Assist ARRO by placing at its disposal all available information pertinent to the project including topographic and property line plans, previous reports, and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by the Client for the projects or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the projects including any that may be raised by any third party.
7. Give prompt written notice to ARRO whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.

COMPENSATION

In consideration of the engineering services to be provided by ARRO in accordance with this Agreement, the Client shall pay to ARRO a lump sum fee of Forty-One Thousand, Ninety-Three Dollars (\$41,093.00). The individual ADA ramp price is listed below.

Schedule of Fees – Mill and Overlay Project:

Preparation of Plans and Specifications	\$5,687
Meeting Attendance / Site Visits / Project Management	\$8,901
Construction Documents and Bid Services	\$4,725
Construction Administration and Observations	\$19,875
Maintenance Period Closeout	\$1,905

Schedule of Fees – ADA Ramps (per ramp)

Survey including preparation of base plans	\$360
Grading and Design of Ramps	\$746
Construction Administration and Observation	<u>\$300</u>
Total Fees Per Ramp	\$1,406

In the event that such services are altered by a modification of this Agreement, the parties hereto, shall, at the time of such modification, also agree to an equitable adjustment in the lump sum stated above.

Invoices will be rendered monthly based upon the percentage of work completed the previous month and shall be paid within thirty (30) days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND A PART OF THIS AGREEMENT.

BY: Upper Merion Township

BY: ARRO Consulting, Inc.

Printed Name: _____


Casey LaLonde

TITLE: _____

TITLE: Assistant Vice President

DATE: _____

DATE: December 20, 2023

Client's Designated Representative: _____

EXHIBIT NO. 1 - DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

A. GENERAL

The RPR will act as ARRO's representative at the work site, will act under the direction and supervision of ARRO's Project Manager hereinafter termed the "Engineer", and will confer with the Engineer regarding any actions initiated by the RPR. The RPR's dealings pertaining to the ongoing construction activities will, in general, be with the Engineer and Contractors, and the Owner will be kept advised of all actions and proceedings as necessary. The RPR will communicate with the Owner as necessary under the direction of the Engineer.

The RPR will review the conduct of the Contractors' work and the materials and equipment incorporated therein, and will endeavor to guard the Owner against defects or deficiencies in the completed work; however, the furnishing of these services will not make the RPR or Engineer responsible for or give control over the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractors' failure to perform or complete any portion of the work in accordance with the Contract Documents and Standard Agreements between the Owner and Contractors.

B. DUTIES AND RESPONSIBILITIES

1. SCHEDULES:

Review progress schedule, shop drawing submittal schedule (when required), and schedule of values prepared by the Contractors and consult with the Engineer about the acceptability of these documents.

2. CONFERENCES AND MEETINGS:

Schedule and attend construction progress meetings, job conferences, and other project-related meetings required by the Contract Documents. Prepare meeting minutes and distribute copies to the Engineer, Owner, and meeting participants.

3. LIAISON:

- a. Act as Engineer's on-site liaison with the Contractors and assist the Contractors, primarily through interaction with the Contractors' superintendents, in understanding the intent of the Contract Documents. Assist Engineer in serving as the Owner's liaison with the Contractors.
- b. Assist the Engineer in communicating details and information about the work to the Owner, and when necessary, obtaining additional information critical to the completion of the work from the Owner.

4. SHOP DRAWINGS AND SAMPLES:

- a. Maintain copies of the approved shop drawings at the work site for use in observing the conformance of on-site materials and equipment with the information contained in the shop drawings and the Contract Documents.
- b. Notify the Engineer and Contractors when a required and approved shop drawing and/or sample is not available for work that is about to commence.
- c. Receive samples furnished at the work site by the Contractors and advise the Engineer of the availability of these samples for examination.

5. OBSERVATION OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS, AND TESTS:

- a. Conduct ongoing observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- b. Advise the Engineer and Contractors whenever the RPR observes any work, materials, or equipment that the RPR has cause to believe may be unsatisfactory, faulty, defective, or not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of any work which does not comply with the Contract Documents will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.

- c. Advise the Engineer and Contractors whenever the RPR observes any damaged work, materials, or equipment that the RPR has cause to believe may be unsatisfactory, faulty, defective, or not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of the observed conditions will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.
- d. Advise the Engineer and Contractors whenever the RPR observes any inspection, test, or approval that the RPR has cause to believe may be unsatisfactory and not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of the observed conditions will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.
- e. Advise the Engineer and Contractors of any work that the RPR has cause to believe should be corrected, rejected, uncovered for observation, or subject to special testing, inspection, and approval.
- f. Verify that required tests, equipment and systems start-ups, training, and other special requirements of the Contract Documents are conducted in the presence of the appropriate personnel; that the Contractors maintain complete and accurate records thereof; and that appropriate records, details, and reports of the activities are communicated to the Engineer.
- g. Accompany visiting regulatory agency inspectors on their review of the work site and notify the Engineer of the results of these inspections.
- h. Accompany visiting Owner's personnel on their review of the work site and, in general, provide the Owner's personnel with information relative to the progress of the work.

6. INTERPRETATION OF CONTRACT DOCUMENTS:

Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractors clarifications and interpretations as issued by the Engineer.

7. MODIFICATIONS:

Consider and evaluate Contractors' suggestions for modifications to the work detailed on the drawings or in the specifications and provide to the Engineer with recommendation as to the advisability of the subjected modification. Transmit to the Contractors decisions as issued by the Engineer.

8. RECORDS:

- a. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
- b. Review Contractor's record plans (red line markup drawings) of the work. Check with Contractor and confirm that Contractor is maintaining proper red line drawings.
- c. Keep a diary or log book, recording Contractor's personnel and hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.
- d. Record names, addresses, and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.
- e. Maintain set of photograph logs.

9. REPORTS:

- a. Furnish Engineer with periodic reports concerning the progress of the work and of Contractors' compliance with the progress schedule.
- b. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Advise Engineer of the need for change orders and work directive changes, obtaining back-up material from Contractors as required by the Engineer, and provide recommendation to the Engineer on the advisability of the proposed change orders or work directive changes.
- d. Report immediately to the Engineer and Owner upon the occurrence of any accident.

10. PAYMENT REQUESTS:

Review applications for payment with the Contractors for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. COMPLETION:

- a. Before the Engineer issues a Certificate of Substantial Completion for execution by the Owner and Contractors, submit a list of observed items requiring completion or correction to the Engineer and Contractors.
- b. Conduct final observation in the company of the Engineer, a representative of the Owner, and Contractors, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to the Engineer concerning the Owner's acceptance of the completed work.

C. LIMITATIONS OF AUTHORITY

The RPR is not authorized to exceed the limitations of the Engineer's authority as defined in the Standard Agreements between the Owner and Contractors, in the General Conditions and Supplementary General Conditions of the Contract Documents, and any other pertinent section of the Contract Documents. Additionally, the RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials and equipment without the approval of the Engineer.
2. Undertake or assist in execution of the responsibilities of the Contractors, subcontractors, or Contractors' superintendents.
3. Provide advice, issue directions, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
4. Provide advice, issue directions regarding, or assume control over any aspect of the safety precautions and programs in connection with the Work, with the exception when, in RPR's opinion, conditions of imminent danger exist. If such conditions exist, RPR shall:
 - a. Immediately notify Contractor's on-site safety representative and require that the work be stopped.
 - b. Concurrently, RPR shall immediately notify the Project Manager or Client Manager (if Project Manager is not available).
 - c. ARRO's Project Manager will immediately notify the Owner of the imminent danger.
 - d. If Contractor refuses to stop the working, ARRO's Client Manager, Project Manager and/or RPR (at Project Manager's direction), may recommend to Owner that they utilize their local enforcement authorities to stop the work.
 - e. RPR shall fully document the incident in the daily field report including identifying all who were contacted and the results of those discussions.
5. Authorize the Owner to occupy the Project in whole or part without the approval of the Engineer.
6. Participate in specialized field or laboratory tests or inspections conducted by others unless specifically authorized by the Engineer.
7. Participate in the start-up and operation of any equipment unless specifically authorized by the Engineer.

**ARRO HOLDINGS, LLC; THE ARRO GROUP & SUBSIDIARIES,
ARRO CONSULTING, INC., CKS ENGINEERS, INC., CASTLE VALLEY CONSULTANTS, INC.
STANDARD TERMS AND CONDITIONS**

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. ENTIRE AGREEMENT

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. PHASE I & PHASE II ENVIRONMENTAL SERVICES

In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

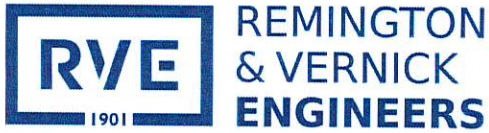
Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.



Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406
O: (610) 940-1050
F: (610) 940-1161

December 13, 2023

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

**RE: Financial Security Release No. 6 Final
624 Columbus Street – Lot Consolidation and Townhouse Development
Upper Merion Township
RVE File #PMUMP196**

Dear Tony:

Remington & Vernick Engineers (RVE), on behalf of Upper Merion Township, has reviewed a request by Gen Terra Corporation (developer) seeking a release of financial security held for the completion of required site improvements at 624 Columbus Street Lot Consolidation and Townhouse Development (development).

Based upon our inspection of the work completed, RVE recommends that the Township release the amount of \$32,771.25 to the developer from the financial security held for the completion of required site improvements at the development. After this release, there are no funds remaining in financial security.

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

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

Sincerely,
REMINGTON & VERNICK ENGINEERS
By

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

LMC/lgh

Enclosure

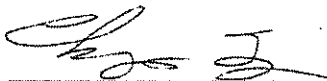
cc: Geoff Hickman, Upper Merion Township, Director of Public Works
Nicholas F. Hiriak, Director of Finance & Administration
John F. Walko, Kilkenny Law, LLC, Township Solicitor
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
Raymond Ruczynski, Manager of Construction Inspection Services

**DECLARATION OF COMPLETION
FINANCIAL SECURITY RELEASE NO. 6 FINAL**

Municipality: Upper Merion Township
Development: 624 Columbus Street – Lot Consolidation and Townhouse Development
Developer: Gen Terra Corporation
Date: December 13, 2023

We, the undersigned, hereby declare a portion of the work provided for in a certain agreement between the Township and the Developer relative to the required site improvements at the Development has been completed to the extent of \$189,846.25. This Declaration authorizes the Township to release a portion of the financial security in the amount of \$32,771.25 to the order of the Developer.

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

 12/13/2023

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

Anthony Hamaday Date
Township Manager

FINANCIAL SECURITY RELEASE NO. 6 FINAL

Municipality: Upper Merion Township
Development: Lot Consolidation and Townhouse Development
Developer: Gen Terra Corporation
Location: 624 Columbus Street
RVE File No.: PMUMP196
Date: 12/13/2023

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Previous Amount	Current Security Release		Amount Remaining
						Quantity	Amount	
Erosion Controls								
1	EA	Construction Entrance	\$2,500.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
1	EA	Concrete Washout	\$250.00	\$250.00	\$250.00	0	\$0.00	\$0.00
280	LF	24" Compost Filter Sock	\$15.00	\$4,200.00	\$4,200.00	0	\$0.00	\$0.00
120	LF	12" Compost Filter Sock	\$9.00	\$1,080.00	\$1,080.00	0	\$0.00	\$0.00
3	EA	Inlet Protection	\$175.00	\$525.00	\$525.00	0	\$0.00	\$0.00
489	SY	Erosion Control Blanket	\$8.00	\$3,912.00	\$3,912.00	0	\$0.00	\$0.00
45	LF	Tree Protection Fencing	\$2.50	\$112.50	\$112.50	0	\$0.00	\$0.00
1	LS	Maintenance of Controls	\$500.00	\$500.00	\$500.00	0	\$0.00	\$0.00
Demolition								
1	LS	Shed (1,440 CF @ \$0.33 / CF)	\$475.00	\$475.00	\$475.00	0	\$0.00	\$0.00
1	EA	Water Meter	\$500.00	\$500.00	\$500.00	0	\$0.00	\$0.00
106	SF	Concrete	\$1.25	\$132.50	\$132.50	0	\$0.00	\$0.00
Site Work								
20	CY	Excavation	\$4.50	\$90.00	\$90.00	0	\$0.00	\$0.00
155	CY	Fill	\$2.00	\$310.00	\$310.00	0	\$0.00	\$0.00
Stormwater Management								
1	EA	Outlet Structure	\$4,500.00	\$4,500.00	\$4,500.00	0	\$0.00	\$0.00
1	EA	Type 'M' Inlet	\$2,500.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
1	EA	15" FES	\$500.00	\$500.00	\$500.00	0	\$0.00	\$0.00
2	EA	2' X 2' Yard Drain	\$900.00	\$1,800.00	\$1,800.00	0	\$0.00	\$0.00
215	LF	6" PVC	\$32.00	\$6,880.00	\$6,880.00	0	\$0.00	\$0.00
210	LF	15" HDPE	\$38.00	\$7,980.00	\$7,980.00	0	\$0.00	\$0.00
2	EA	Anti-Seep Collars	\$1,000.00	\$2,000.00	\$2,000.00	0	\$0.00	\$0.00
1	EA	Connection to existing 15" CMP	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
2600	SF	'Sandwich' Liner	\$5.00	\$13,000.00	\$13,000.00	0	\$0.00	\$0.00
2	EA	6" Cleanouts	\$100.00	\$200.00	\$200.00	0	\$0.00	\$0.00
50	CY	Riprap Apron	\$50.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
100	CY	Basin Excavation	\$6.00	\$600.00	\$600.00	0	\$0.00	\$0.00
Utilities								
4	EA	Sanitary Grinder Pumps	\$3,500.00	\$14,000.00	\$14,000.00	0	\$0.00	\$0.00
48	LF	6" PVC Sanitary Forcemain	\$47.00	\$2,256.00	\$2,256.00	0	\$0.00	\$0.00
820	LF	1.25" PVC Sanitary Forcemain	\$25.00	\$20,500.00	\$20,500.00	0	\$0.00	\$0.00
2	EA	Sanitary Forcemain Manhole	\$2,500.00	\$5,000.00	\$5,000.00	0	\$0.00	\$0.00
1	EA	Connection to Existing Sanitary Manhole	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
167	SY	Trench Repair	\$37.00	\$6,179.00	\$6,179.00	0	\$0.00	\$0.00

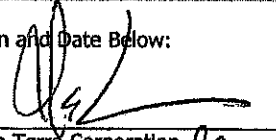
Paving and Concrete								
285	SY	1" Wearing Course	\$8.00	\$2,280.00	\$2,280.00	0	\$0.00	\$0.00
285	SY	2" Binder Course	\$10.00	\$2,850.00	\$2,850.00	0	\$0.00	\$0.00
285	SY	5" Aggregate Base Course	\$11.00	\$3,135.00	\$3,135.00	0	\$0.00	\$0.00
830	SF	Concrete Sidewalk	\$7.00	\$5,810.00	\$5,810.00	0	\$0.00	\$0.00
198	SF	Concrete Driveway Apron	\$9.00	\$1,782.00	\$1,782.00	0	\$0.00	\$0.00
112	LF	Concrete Curb	\$28.00	\$3,136.00	\$3,136.00	0	\$0.00	\$0.00
Lighting and Landscaping								
6	EA	Canopy Trees	\$400.00	\$2,400.00	\$0.00	6	\$2,400.00	\$0.00
9375	SF	Topsoil and Permanent Seeding	\$1.50	\$14,062.50	\$9,000.00	3375	\$5,062.50	\$0.00
Miscellaneous								
1	LS	As-Bulbs	\$1,000.00	\$1,000.00	\$0.00	1	\$1,000.00	\$0.00
3	EA	Concrete Monuments	\$200.00	\$600.00	\$600.00	0	\$0.00	\$0.00
3	EA	Iron Pins	\$100.00	\$300.00	\$300.00	0	\$0.00	\$0.00
216	LF	Retaining Wall with Fall Protection	\$75.00	\$16,200.00	\$16,200.00	0	\$0.00	\$0.00
235	LF	Post and Rail Fence	\$30.00	\$7,050.00	\$0.00	235	\$7,050.00	\$0.00
1	LS	Maintenance & Protection of Traffic	\$4,000.00	\$4,000.00	\$4,000.00	0	\$0.00	\$0.00

Subtotal:		\$172,587.50	\$157,075.00		\$15,512.50	\$0.00	
Contingency:	+	\$17,258.75	\$0.00		+	\$17,258.75	\$0.00
Subtotal With Contingency:		\$189,846.25	\$157,075.00		\$32,771.25	\$0.00	


Summary of Financial Security Release No. 6

Total Amount of Current Financial Security Release:	\$32,771.25
Total Amount of All Financial Security Released To Date, Including Current Release:	\$189,846.25
Total Amount of All Financial Security Remaining, Including Contingency:	\$0.00

Sign and Date Below:

 12/13/2023

Gen Terra Corporation *President*



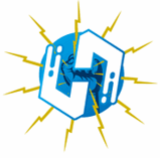
Township Engineer

Township Manager

Township Chair of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code





Bid Proposal

First Ave Linear Park Extra Work

Hobbs & Company, Inc.

1012 Meetinghouse Road
Boothwyn, PA 19061
Phone: 6104854701

King of Prussia District
234 Mall Boulevard Suite 150
King of Prussia, pa 19406

18 December 2023

Attention: Chris Basler

Re: Proposal for First Ave Linear Park Extra Work

Hobbs & Company, Inc. is pleased to provide an electrical proposal on the above referenced project in accordance with the plans and specifications, with the following qualifications and exclusions:

Qualifications:

1. Furnish and Install (2) New Stainless Steel junction boxes and move the existing equipment into it.
2. Install (1) new concrete equipment pad to match the other side.
3. Remove (3) ground fixtures and replace them with junction boxes.

Exclusions:

1. Overtime or off hours work.

Pricing:

For the Sum of \$ 12,985.00

Feel free to contact me if you have any questions regarding this proposal at 610-705-2375.

Sincerely,

Kevin Semetti
Hobbs & Company, Inc.



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

January 5, 2024

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

RE: Upper Merion Township;
Trout Run WPCC – Pug Mill/Sludge Conveyor/
Lime Feeder Project;
Payment Application #1 – General Contract
ARRO # 10962.17

Dear Geoff,

Please find one (1) electronic copy of Application for Payment No. 1, period ending January 5, 2024, from PSI Pumping Solutions, Inc. (PSI) for the General 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 \$12,843.90 for this Application.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "William L. Bohner, Jr.", is written over the typed name.

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

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
 CUSTOMER
 CONTACT:

PROJECT: Trout Run WPCC
 900 Mancill Mill Road
 King of Prussia, PA 19406
 EMAIL:
 VIA ENGINEER: ARRO Consulting, Inc.
 ENG PROJECT NO: 10962.17

APPLICATION NO: 1
 INVOICE NO: 23331
 INVOICE DATE: 1/5/2024
 PERIOD TO: 1/5/2024
 CONTRACT NO: 23-033

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	\$413,585.00
2) Net Change by Change Orders	\$0.00
3) Contract Sum to Date	\$413,585.00
4) Completed and Stored to Date	\$14,271.00
5) 10% Retainage	\$1,427.10
6) Total Earned less Retainage	\$12,843.90
7) Less Previous Certificates of Payment	\$0.00
8) Current Payment Due	\$12,843.90
9) Balance to Finish, including Retainage	\$400,741.10

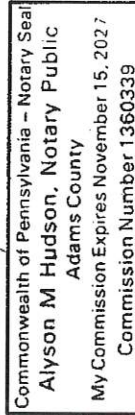
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that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

CONTRACTOR: PSI Pumping Solutions, Inc

By: [Signature] Date: 1/5/2024
 (Project Manager)

Subscribed and Sworn to before me this 5 day of

January 2024



Notary Public: [Signature]



400 Main Street Suite A, York Springs, PA 17372
 Tel: (717) 259-5779

ENGINEER'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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:

AMOUNT CERTIFIED.....\$12,843.90
 (Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: [Signature] Date: 1/5/24

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.

OWNER: _____ Date: _____

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
General Requirements									
1.01-100	PMA/Procurement	1,330.00	0.00	997.50	0.00	997.50	75%	332.50	99.75
1.01-200	PM/Submittal	3,490.00	0.00	2,617.50	0.00	2,617.50	75%	872.50	261.75
1.01-800	Bonds and Insurance	10,656.00	0.00	10,656.00	0.00	10,656.00	100%	0.00	1,065.60
1.01-900	Onsite Facilities/Mob	16,578.00	0.00	0.00	0.00	0.00	0%	16,578.00	0.00
		32,054.00	0.00	14,271.00	0.00	14,271.00		17,783.00	1,427.10

Pug Mill Mixer

3.27-000	Communication Systems	8,109.00	0.00	0.00	0.00	0.00	0%	8,109.00	0.00
3.46-200	Screens or Grinders	96,060.00	0.00	0.00	0.00	0.00	0%	96,060.00	0.00
		104,169.00	0.00	0.00	0.00	0.00		104,169.00	0.00

Sludge Screw Conveyor

4.03-300	Cast - in - Place - Concrete	636.00	0.00	0.00	0.00	0.00	0%	636.00	0.00
4.27-000	Communication Systems	8,240.00	0.00	0.00	0.00	0.00	0%	8,240.00	0.00
4.46-200	Screens or Grinders	115,390.00	0.00	0.00	0.00	0.00	0%	115,390.00	0.00
		124,266.00	0.00	0.00	0.00	0.00		124,266.00	0.00

Lime feeder

5.27-000	Communication Systems	7,966.00	0.00	0.00	0.00	0.00	0%	7,966.00	0.00
5.46-200	Screens or Grinders	90,600.00	0.00	0.00	0.00	0.00	0%	90,600.00	0.00
		98,566.00	0.00	0.00	0.00	0.00		98,566.00	0.00

Access Stairs

6.05-500	Removal and Fabrication of Stairs / Platform	10,952.00	0.00	0.00	0.00	0.00	0%	10,952.00	0.00
		10,952.00	0.00	0.00	0.00	0.00		10,952.00	0.00

Conveyor opening Modification

7.46-200	Screens or Grinders	1,944.00	0.00	0.00	0.00	0.00	0%	1,944.00	0.00
		1,944.00	0.00	0.00	0.00	0.00		1,944.00	0.00



OPSI Pumping Solutions
 400 Main Street Suite A, York Springs, PA 17372
 Tel: (717) 259-5779

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
Misc Demo									
8.02-400	Demo	18,412.00	0.00	0.00	0.00	0.00	0%	18,412.00	0.00
		18,412.00	0.00	0.00	0.00	0.00		18,412.00	0.00
Misc Concrete									
9.03-300	Cast - in - Place - Concrete	13,222.00	0.00	0.00	0.00	0.00	0%	13,222.00	0.00
		13,222.00	0.00	0.00	0.00	0.00		13,222.00	0.00
Allowance									
10	Allowance	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
		10,000.00	0.00	0.00	0.00	0.00		10,000.00	0.00
		\$413,585.00	\$0.00	\$14,271.00	\$0.00	\$14,271.00		\$399,314.00	1,477.10

RESOLUTION 2024-2
2024 FEES SCHEDULE

SECTION A173-1. SCHEDULE OF FEES

CHAPTER 63 - ALARM DEVICES

FEE

Registration (Permit) for Automatic Protection Device or Audible Alarm	Residential <u>Business</u>	\$ 35 <u>\$100</u>
Re-registration (new permit) for alarm under a new name, either by change in owners/tenants or change in business name	Residential <u>Business</u>	\$ 35 <u>\$100</u>

CHAPTER 67: BUILDING CONSTRUCTION - REQUIRED PERMITS AND CERTIFICATIONS

Contractor Registration Fees:

Commercial Contractor	\$ 90
Residential Home Builder	\$ 90
Master Plumber/Master Electrician	\$ 90

(To allow for efficient online registration and credit card processing in 2019)

NOTE: EXPEDITED PROCESSING FEES: All fees listed in this Fee Schedule will be doubled should expedited processing be requested. Expedited processing is defined as immediate review and issuance of items listed under this Fee Schedule. Permits submitted after job is started or completed are subject to Expedited Processing Fees

Re-Inspection Fees: Charged for residential and commercial \$100
Fee will apply to all permits due to failed inspections and/or missed appointments scheduled by permit holder or contractor.

(Required to be paid prior to issuing Use and Occupancy Permit)

BUILDING-RELATED PERMIT REFUND POLICY:

A refund may be issued for an unused, unexpired permit. Refund request must be made in writing and include:

- Original Permit Number
- Property location address
- Reason for refund request
- Name and address

Refund will be paid by check from Upper Merion Township Accounts Payable Dept.
Refund checks will be paid within 6-8 weeks of submission.

Refund amount will be Fee paid minus amount of time required for review to date (calculated at \$40/hour, 1 hour minimum) plus a \$10 Accounts Payable processing fee plus \$4.50 State fee.

NOTE: There is a \$4.50 State Code surcharge on all permits except zoning permits.

Plan Review Fee for Revisions submitted after permit issued	\$100
Change in Contractor Fee for changing Contractor Name on Permit	\$50

Residential Construction:

New Single Family Dwelling Unit, \$.60 per square foot gross floor area, including garage and basement areas.

Multiple Family Dwelling Unit, Dormitory, Convent, Nursing Home, Hospitals, Hotels, Motels or similar Residential structure and for each Dwelling Unit located within each and every other such new building: \$400 Per Unit

In addition, all such applications excluding those for a Single Family Dwelling Unit, each 250 sf of interior space, or fraction thereof, provided in the same building for uses accessory to the Residential use including but not limited to hallways, stairways, utility rooms, lobbies, basements and attached garages: \$60 per 250 S.F.

Residential Additions and Alterations, In-ground & Above Ground Swimming Pools, Detached Garages, Fences, Storage Sheds exceeding 150 square feet and Miscellaneous Construction, the following fees shall be paid:

Estimated Cost of Construction from \$0 - to \$1,000:	\$ 40
Each Additional \$1,000 Estimated Cost of Construction or fraction of	\$ 30
Accessory Structures not exceeding 150 square feet. (Zoning permit)	\$125

Use and Occupancy Permits, the following fees shall be paid:

Accessory Use to Residential Buildings:	\$ 45
Accessory Use to Commercial and Industrial Buildings:	\$ 90
Residential Building Units:	\$ 90
Commercial and Industrial Buildings having a Gross Floor Area of 10,000 sf or less:	\$125
Commercial and Industrial Buildings having a Gross Floor Area of over 10,000 sf:	\$230
Change in name of commercial or industrial business or ownership of property.	\$ 75

Environmental - Residential Parcels, only.

EV Chargers \$40
 (Maximum of two chargers per \$40 fee. Additional \$40 fee required for additional chargers. Third Party Inspection Required.)

Solar Panel Installation – (Fee Based on Estimated Construction Cost)

- Under \$15,000 Estimated Construction Cost \$200
- \$15,000 to \$20,000 Estimated Construction Cost \$400
- Over \$20,000 Estimate Construction Cost \$500

Non-Residential Buildings, the following fees shall be paid:

For the construction of or addition to any new Non-Residential Building, the first 1,000 sf or fraction thereof: \$350
 Each additional 1,000 sf or fraction thereof: \$175

"The square foot area of the buildings referred to in this fee calculation will be computed by adding the area determined from outside measurements at each ten (10') foot interval from the basement floor to the ceiling of the upper most story, each ten (10') foot interval being calculated as an additional story. That portion of any extension beyond ten (10') feet interval shall be calculated on the proportionate basis."

Alterations, Tenant fit outs, pools or spas and miscellaneous construction
 Estimated cost of Construction from \$0 to \$1,000 \$40
 Each additional \$1000 of Estimate Cost of Construction (or fraction of) \$30

Temporary Buildings/Trailers and
Construction Trailers: Electrical Service for Trailers Must Have Third Party Inspection
\$100 each

Heating, Ventilation, Air Conditioning Equipment for Commercial,
Industrial and Residential Buildings the following fees shall be paid:

Estimated Cost of Installation not exceeding \$1,000: \$ 40
Each Additional \$1,000 Cost or fraction thereof: \$ 30

Electrical Permits – 3rd Party Inspection required
Estimated Cost of Construction \$0 - \$1,000 \$40
Each Additional \$1,000 estimated cost of construction or fraction of \$30

Sprinkler Systems, for the installation or modification in any buildings, the following fees shall
be paid:

Estimated Cost of Installation not exceeding \$1,000: \$ 40
Each Additional \$1,000 Cost or fraction thereof: \$ 30

Fuel Pumps and Storage Tanks, for the installation of fuel
pumps or similar apparatus and for the installation of storage
tanks with a capacity in excess of 125 gallons, the following
fees shall be paid:

Each Gasoline Fuel Pump or similar apparatus: \$ 21

Each storage tank with capacity over 125 gallons, for the
purpose of storing volatile, corrosive, toxic and other
dangerous substances: \$40 minimum or
3% of Estimated
Install. Cost

Each pressurized storage tank with a capacity of 125 gallons: \$40 minimum or
3% of Estimated
Install. Cost

All other storage tanks with a capacity of over 125 gallons: \$40 minimum or
3% of Estimated
Install. Cost

Assessment fee on each construction or building permit issued, as established by Act 13
of 2004, House Bill 1654 (PN3305), signed February 19, 2004. The funds generated
From this assessment will be transferred to the State treasury quarterly and placed in the
Municipal Code Official Training Account and used for the education and training of
municipal Inspectors. \$4.50

CHAPTER 83: **FENCES**

Article 1, To enclose Swimming Pools, Quarries and Other Excavations Permit
to erect enclosure, or any fence exceeding 6 Ft. in height, the following fees shall be paid:

Estimated Cost of Construction not exceeding \$1,000: \$ 40

Each Additional \$1,000 Estimated Cost of Construction: \$ 30

CHAPTER 107 **NUISANCES**

Article I, Abandoned or Junked Vehicles License to store
or deposit: \$25

Article II, Offensive Activities Annual License to dump or
deposit Solid Waste: \$55

CHAPTER 119 - VENDOR, PEDDLING, SOLICITING AND HAWKING

Vendor License (Includes I.D. Card with Photo) - Per Quarter	\$100
Vendor License (Replacement I.D. Card)	\$15

CHAPTER 123 PLUMBING AND SANITATION

Annual Registration	
Master Plumber:	\$ 90
(Includes all Plumbers at Company)	

Plumbing Plan	
Permit for New Construction for Residential (Includes 5 Fixtures)	\$100
Each Additional Fixture:	\$ 25

Permit for Alteration Existing Fixtures for Residential (Includes 3 Fixtures):	\$100
Each Additional Fixture for Residential:	\$ 25
(These fees shall be charged whether or not the fixture/s being removed are replaced with new or other fixtures at the same or other locations.)	

Permit for New and Alteration for Commercial: Based on Cost of Construction

Estimated Cost of Construction – First \$1000	\$40
Each additional \$1,000 Estimated Cost of Construction or fraction of	\$30

<u>Alteration, Removal or Replacement of Soil or Water Piping – Inside or Outside</u>	\$100
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CHAPTER 133 - SEWERS

Tapping Fee to Connect to Sanitary Sewer System	\$10,100.
(This fee is set by the Upper Merion Sanitary & Stormwater Authority)	

Inspection Fee for Lateral Connection:	\$100.00
Written Certified Statement of Sewer Revenue Account Balance	\$ 35.00

Individual Filing Fee to Prothonotary (Legal)	\$50.00
Courier Charge for Delivery	\$ 15.00
Prepare Lien-To Montgomery County Court of Common Pleas (legal) and Prepare Lien Notice-Sent to Resident and Township (legal)	\$175.00

Prepare Lien Satisfaction-Order to Satisfy (Legal) and Prepare Lien Satisfaction Notice-Sent to Township (legal)	\$175.00
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Penalty assessed is ten (10%) percent per delinquent bill
Interest assessed is .83% percent on delinquent balance on account
Cumulative monthly.

Industrial Pretreatment User Fees:	Categorical User	\$6500/qtr.
	Significant User	\$4150/qtr.
	Significant User Class 2	\$2350/qtr.
	Significant User Class 3	\$2250/qtr.

Original Permit Application	\$500.00
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Surcharge Fees:	<u>PARAMETER</u>	<u>TREATMENT COST</u>
		<u>(\$/LB)</u>
	CBOD ₅	0.45
	TSS	0.30
	NH ₃ -N	3.91

CHAPTER 140

STORMWATER, GRADING & EROSION CONTROL

Stormwater Grading & Erosion Control Permits

Class A Permit \$450 Plus \$2500 Professional review Escrow if required
Class A Permit \$20.00 fee to obtain base map of existing features

Stormwater Fee in lieu of installing stormwater management facilities*

*This fee is calculated per square foot of new impervious coverage – measured cumulatively – less the 250 sq.ft. exempted.

\$2.00 per sq. ft. for up to 300 sq. ft. of new impervious cover
\$3.00 per sq. ft. for 301 sq. ft. up to 1,000 sq. ft. of new impervious cover
\$4.00 per sq. ft. for 1,001 sq. ft. to 3,000 sq. ft. of new impervious cover
Over 3,000 sq. ft. cost is equivalent of estimated cost of construction.

Class B Permit* \$500 plus \$3,500 Professional Review Escrow**
Class B Permit submitted without Land Development Application

Fee in-lieu-of installing stormwater management facilities. The fee shall be calculated in accordance with Section 140B-13.C.

Amendment to permit after issuance \$100.00
Fee to use Township Engineer Township rate per hour plus 10% Administrative charge
Pool Demolition/Grading/Flood Plain \$200.00 each permit

Professional Review Escrow: These funds are collected by the Township and are used to pay fees associated with professional services provided by Township consultants (engineering fees, legal fees, etc.) The escrow fee is held by the Township and unused fees are returned to the applicant at the request of the applicant after the project review is completed. The balance of the escrow must be maintained at a level equal to 25% of the original escrow at all times.

REFUNDS

Refunds will be paid by check from Upper Merion Township Accounts Payable Dept. in approximately 6-8 weeks of submission. Refund amount will be the Fee paid minus a flat fee of \$100.00. The flat fee includes a staff review fee as well as a \$10 Accounts Payable processing fee.

Stormwater Management Fee:
(This fee is set by the Upper Merion Sanitary & Stormwater Authority)

The stormwater feel shall be assessed on all developed parcels in Upper Merion Township containing impervious surface equal to or greater than 500 SF. The billing unit for all parcels is the Equivalent Residential Unit (ERU), which has been determined by statistical analysis to be 3,075 SF.

ERU Rate: \$5.17/Month
Non-Single-Family Residential Parcel Rate multiplied by number of ERUs, Billed Quarterly
Single-Family Residential Parcel 1 ERU, Billed Semiannually

Residential Subdivision or Land Development

<u>Application Fee</u>			<u>Professional Review Escrow*</u>	
Lots/Units	Base Fee	Plus per lot/unit	Base	Plus per Lot/Unit
1 – 99	\$1,000.00	\$200.00	\$3,000.00	\$100.00
100+	\$2,000.00	\$100.00	\$5,000.00	\$ 75.00
Lot line revision		\$750	\$1,500	

Non-Residential Subdivision (No Additional Development)

<u>Application Fee</u>	<u>Professional Review Escrow*</u>
\$2,000.00	\$4,000.00

Non-Residential Land Development

<u>Application Fee</u>		<u>Professional Review Escrow*</u>	
Base Fee	Plus per 1,000 SF	Base	Plus per 1,000 SF
Up to 10,000SF	\$1,500.00	\$7,000.00	
50,000SF	\$1,000.00	\$4,000.00	\$250.00
50,000SF+	\$2,000.00	\$5,000.00	\$150.00

Plan Amendments

<u>Application Fee</u>	<u>Professional Review Escrow*</u>
\$1,000.00	\$3,000.00

Professional Review Escrow: These funds are collected by the Township and are used to pay fees associated with professional services provided by Township consultants (engineering fees, legal fees, etc.) The escrow fee is held by the Township and unused fees are returned to the applicant at the request of the applicant after the project review is completed. The maximum escrow amount required at the time of plan submission shall be \$35,000.00. If a depleted escrow balance is reached, funds will be replenished at a level equal to 50% of the original escrow.

Large Format Copies & Scans

Photocopy (hard copy)	Smaller than 24x36	\$ 5.00
	24 x 36	\$ 6.00
	Larger than 24 x 36	\$ 6.00 plus \$0.50 per additional SF
Scan to E-mail:	Any size	\$ 4.00 per sheet
Scan to CD:	Any size	\$ 4.00 per sheet Plus \$2 per CD

GIS Products * Subject to Request for Data Release Form

GIS Shapefiles to Email	\$30.00 per file
GIS Shapefiles to CD	\$30.00 per file + \$2 per CD
Aerial Photo to CD	\$8.00 per photo + \$2 per CD
CAD file to Email	\$20.00 per file
CAD File to CD	\$20.00 per file + \$2 per CD
Entire Township CAD	\$250.00
Official Zoning Map (Large)	\$ 25.00
Official Zoning Map (Small)	\$ 7.00
Official Street Map	\$15.00

FEES IN LIEU OF DEDICATION OF OPEN SPACE:

Residential	\$2,000 per dwelling unit
Commercial	\$0.20 per square foot

CHAPTER 149 TAXATION

Article 1, Amusement Tax

Temporary Permit:	\$ 75
Annual Permit:	\$150
Duplicate Permit:	\$ 25

Article III – Local Municipal Services Tax – LST rate \$ 52

Article IV – 511 Licenses & Tax Returns

Duplicate Registration Certificate	\$ 25
Request copy of any 511 Returns and/or Applications	\$ 35

Article V – Itinerant Merchant Business Privilege Tax & Licensing

Tax/Licensing Fee: Merchants participating in shows/exhibits
With less than 50 individual merchants/vendors
(\$30 per individual merchant/vendor/promoter) \$ 30

Tax/Licensing Fee: Merchants participating in shows/exhibits
With greater than 50 individual merchants/vendors,
But less than 100 \$ 40
(\$40 per individual merchant/vendor/promoter)

Tax/Licensing Fee: Merchants participating in shows/exhibits
With 100 or greater individual merchants/vendors \$ 50
(\$50 per individual merchant/vendor/promoter)

CHAPTER 153 - TREES AND SHRUBBERY

Aerial Spraying Permit \$ 60

CHAPTER 165 ZONING

ZONING HEARING BOARD

For each Appeal, Application for a Special Exception of Variance, Residential Application:	\$ 250
All Other: Non-Residential/Commercial	\$1,500
Professional Review Escrow	\$2,500 *

****Professional Review Escrow***

These funds are collected by the Township and used to pay fees associated with professional services provided by Township Consultants (engineering, legal etc.) particularly for the review of steep slopes and flood plain matters Fees are held by the Township and unused fees are returned to the applicant at the request of the applicant when the project review is completed. The balance of the escrow must be maintained at a level equal to 25% of the original escrow at all times.

PLANNING: Comprehensive Plan Amendment \$1000

Each Written Certified Statement of Compliance to Code: \$ 100

BOARD OF SUPERVISORS

For each Application for a change or Ordinance amendment:	\$3,000
For each Curative Amendment:	\$5,000
For Conditional Use	
Residential Uses	\$750
All other uses	\$1000

Professional Review Escrow: \$3,000
 Professional Review Escrow: These funds are collected by the Township and are used to pay fees associated with professional services provided by Township Consultants (engineering fees, legal fees, etc.) The escrow fee is held by the Township and unused fees are returned to the applicant at the request of the applicant after the project review is completed. The balance of the escrow must be maintained at a level equal to 25% of the original escrow at all times.

SIGN PERMITS

Ground Sign	\$150
Wall Signs	\$150
Temporary Sign or device used for openings, special sales, product introduction, anniversaries, or relocations:	\$100
Temporary Signs set forth in 165-169D Community Event/Directional:	\$ 20
Relocating/Refacing Existing Signs for which a permit has been issued	\$ 75
Zoning Permit (to review application for Zoning Compliance when Building Permit not required.	\$125
Each Written Certified Statement of Compliance with Zoning Code:	\$300
Each Written Statement for Use and Occupancy requirement resale single family dwelling use.	\$100
Temporary Use Permits: (To allow for processing, review and inspection of premises)	\$150 plus \$25 ea/mo
Other fees required in the Administration of Chapter 165, Zoning. In accordance with a schedule to be adopted from time to time by Resolution of the Board of Supervisors	

PROPERTY MAINTENANCE APPEALS BOARD

Minimum appeal fee (cover costs of administration) Any additional costs will be paid by the applicant.	\$500
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MISCELLANEOUS FEES - CHAPTER 173

AUDIO / VIDEO / DVD COPIES All copies must be paid for in full in advance.

DVD or Blu-ray Copies	\$25.00 per disc
Audio Copies on CD	\$25.00 per disc

VIDEO PRODUCTION EQUIPMENT USAGE

The use of Upper Merion Township’s television and video equipment and staff is restricted to event(s) of a non-profit/non-commercial organizations and civic associations only subject to the following conditions:

1. All Equipment is supplied ONLY WITH UMGA-TV Operator(s). All equipment & operators must be prescheduled and “as available”.
2. All rentals must be approved by the Township/ Manager, and/or the Board of Supervisors.
3. The Government Access Channel is operated in accordance with the Board of Supervisors. Priority is given to Government productions.

Rates for the use of Township television equipment will be as follows:

1. Setup and breakdown per event \$50
2. Staffing cost per hour (portal to portal) \$50 per staff member

RETURN CHECK FEE: \$35

USE OF TOWNSHIP FACILITIES:

<u>Room Name</u>	<u>Per Use Fee (Twp. Based)</u>	<u>Per Use Fee – 1.5x (Outside Township Based)</u>
Freedom Hall	\$ 200	\$ 300
Henderson Room	\$ 125	\$ 200
Valley Forge Room	\$ 125	\$ 200
Atrium & Administration Conf. Rm	\$ 70	\$ 100
Lower Level Lobby	\$ 60	\$ 85

"Per Use" Fee is based on a minimum of four (4) hours.

Category A: Township Based/Non-Profit: Homeowner's Assns., = One Use Free

Category B: Township Based/Non-Profit: First Use = No Fee. Additional Uses = Pay the Fee as calculated for room assigned.

Category C: Outside Township Based/Non-Profit: Pay fee as listed above

No Use of township facilities on Saturday and/or Sunday

24-Hour Notice Cancellation Fee = \$25.00

No Notice Cancellation Fee = Full Fee for Room Assigned

Homeowner's Associations: One (1) Use per year = Free
Additional Uses = Pay Fee for Room Assigned

Governmental Agencies/Charitable Organizations:

No Fee = Township is a member; Agency/Organization provides services To residents; Provides training to Township Employees.

Township Sponsored Programs/Registration Fee Paid: Fee is calculated based on the number of uses for a particular program. Fee will then be included in the activity/registration fee being charged for the program.

PARKS AND RECREATION:

<u>Softball/Baseball/Soccer Fields</u>	<u>Resident</u>	<u>Non-Resident/Businesses</u>
One game (2 hours)	\$30	\$75
Season (1 game/week-10 weeks)	\$190	\$300
Season (2 games/week-10 weeks)	\$380	\$600
Lights (all fields)	\$25/hour	\$25/hour

Pavilion/Picnic Park Rental (based on 3 hrs)

	<u>0-50 people</u>	<u>Over 50 people</u>	<u>Per Hr. over 3</u>
Resident	\$50	\$100	\$40
Non-Resident	\$100	\$150	\$50
Businesses	\$100	\$150	\$50

** All Uses require a security deposit of \$200.

Security Deposit Refunded if:

- No excessive litter/trash/food left behind.
- No damage to structures, facilities etc.
- Observance of all Park Ordinances 9rules posted at all parks).

UPPER MERION FARMERS MARKET

The market fee includes one parking space for a vehicle and a display space totaling no greater than the width of two or three parking spaces, dependent upon your choice. Full and partial season vendor fees must be paid in full with a check – split/deposit payment is no longer permitted. Please make checks payable to: **Upper Merion Township**

Full Season Vendor (28 weeks)	2 Parking Spaces	3 Parking Spaces
Paid before May 1, 2019 No Electric	\$350.00	\$435.00
Paid before May 1, 2019 With Electric	\$495.00	\$575.00
Paid after May 1, 2019 No Electric	\$575.00	\$660.00
Paid after May 1, 2019 With electric	\$715.00	\$795.00
Partial Season Vendor (14 weeks)	2 Parking Spaces	3 Parking Spaces
Paid before May 1, 2019 No Electric	\$175.00	\$217.00
Paid before May 1, 2019 With Electric	\$247.00	\$287.00
Paid after May 1, 2019 No Electric	\$287.00	\$330.00
Paid after May 1, 2019 With electric	\$357.00	\$397.00
Weekly Vendor (invoiced on Fridays)	2 Parking Spaces	3 Parking Spaces
No Electric	\$20.00	\$25.00
With Electric	\$25.00	\$30.00

Weekly vendors must supply a calendar of dates that they will attend for approval by the UMFM manager and possibly the UMFM Advisory Board. Weekly fees will be collected via an emailed invoice – invoices will be sent out the day before (Friday) the Saturday you are participating in the market. Invoices must be paid by the end of the market (1:00PM) on the Saturday you are participating in the market. You may use cash, credit/debit card, or check to pay your invoice.

<u>UPPER MERION TOWNSHIP PUBLIC SAFETY DEPARTMENT:</u>	FEE
Disposition Letter/Good Conduct Letter	\$ 30
Statistical Reports	\$ 30 per hr
Copies of Police Reports (No Photographs)	
State Accident Report	\$ 15
All Other Reports	\$ 15
Audio Recordings	\$300
Video Recordings	\$300
Photographs	
Digital Photos – On Disk	\$10 per photo \$200.00 maximum
Fingerprints Township Residents - First Card	\$ 15
Fingerprints Non-resident – First Card	\$ 30
Fingerprints Corporation/Business (Township) - First Card	\$ 15

Each additional Card		\$ 5
Alarm Permits - Burglar, Holdup, Fire etc.	Residential	\$ 50
	Business	\$ 100
Trucks Weighed		\$ 25
Vendor License (Includes I.D. Card with Photo) – Quarterly		\$100
Vendor Permit (Replacement I.D. Card)		\$ 15

Administrative Towing Fee: To be paid by the contractor TO the Township
 For each vehicle towed as a result of a police incident report.
 Contactor shall collect said fee from the vehicle
 Owner or representative of vehicle owner. \$ 25

RESIDENTIAL RAMBLER:

\$2 for one ride or \$10 for a ten-trip ticket. Tickets can be purchased on the bus.
 Free for Senior Citizens with a Septa Pass
 \$0.50 for students 7-17 years of age
 Free for children under the age of 7 when accompanied by an adult

WITNESS FEE for Subpoenaed Township Representative:

One day of testimony compensated at \$100 per day

An Upper Merion Township representative who is
 otherwise compensated from a different source shall not be entitled
 to a witness fee from Upper Merion Township.

FIRE AND EMS DEPARTMENT)

I. Fire Prevention Inspection and Permit Fees

A. Residential Rental Housing Registration and Inspection Program Fees

1. Regulated Rental Unit Application Fee \$85.00 per unit
 (Fees shall include the initial inspection
 and one-re-inspection)
2. Second Re-inspection and all additional \$100.00 per unit
 inspections
3. Application to the Board of Appeals in association \$500.00
 With the Residential Rental Housing Registration and
 Inspection Program

B. Apartment, Hotel and Motel Building Annual Inspection Program Fees

1. Annual inspection is based on the square footage of inspected building

Square Feet	Fire Prevention Fee
1 to 3,500	\$45.00
3,501 to 12,000	\$85.00
12,001 to 36,000	\$110.00
36,001 to 50,000	\$135.00
50,001 to 100,000	\$210.00
100,001 or more	\$310.00

2. Fees for follow-up inspection service fees for violations that are not made in the required time frames?

First Follow-up Inspection	No Cost
Second and all other follow up inspections	\$100.00

3. Application to the Board of Appeals in association with the Apartment, Hotel and Motel Annual Inspection Program \$500.00

C. Commercial Building Annual Inspection Program Fees

1. Initial license and filing (flat across the board at the time the business opens – after U & O is issued and before the first fire prevention inspection). \$25.00

2. Annual inspections based on the square footage of inspected building.

Square Feet	Fire Prevention Fee
1 to 500	\$75.00
501 to 1,200	\$100.00
1,201 to 3,000	\$250.00
3,001 to 5,000	\$350.00
5,001 to 12,000	\$500.00
12,001 to 24,000	\$600.00
24,001 to 48,000	\$750.00
48,001 to 60,000	\$900.00
60,001 to 75,000	\$1,100.00
75,001 to 100,000	\$1,500.00
100,001 or more	\$2,000.00

3. Fees for follow-up inspection service fees for violations that are not made in the required time frames?

First Follow-up Inspection	No Cost
Second Follow-Up Inspection	\$500.00
Third Follow-Up Inspection	\$1,000.00
Fourth Follow-up Inspection	Notice of Violation – Legal process

4. Application to the Board of Appeals in association with the Commercial Annual Inspection Program \$500.00

D. Fire Prevention Permit Fees

1. All general fire prevention activity permits; such as, blasting, except quarrying with state permit, etc. \$40.00
2. Firework display events. \$40.00
3. Each gasoline fuel pump or similar apparatus. \$21.00
4. Each storage tank with capacity over 125 gallons for the purpose of storing volatile, corrosive, toxic, and other dangerous substances. \$40.00 min or 3% of estimated install cost

5. Each pressurized storage tank with capacity over 125 gallons	\$40.00 min or 3% of estimated install cost
6. All other storage tanks with capacity over 125 gallons	\$40.00 min or 3% of estimated install cost
7. Fire Suppression and Fire Detection System Installation.	
a) Estimated cost of installation not exceeding \$1,000.	\$40.00
b) Each additional \$1,000 cost or fraction thereof.	\$30.00
E. Fire Investigation Report Fee	
1. Fire investigation reports.	\$40.00
II. Township Ambulance Emergency Medical Services Fees (Resolution No. 2019-20)	
A. Basic Life Support Treatment Only	\$150.00
B. Basic Life Support Non-Emergency Transport	\$1,375.00
C. Basic Life Support Emergency Transport	\$1,375.00
D. Advance Life Support Treatment Only	\$300.00
E. Advance Life Support Non-Emergency Transport	\$1,575.00
F. Advance Life Support Emergency Level I Transport	\$1,575.00
G. Advance Life Support Emergency Level I Transport	\$1,675.00
H. Mileage from patient's location to the hospital	\$13.00 per mile
I. Annual Subscription User Fee – Businesses with 1 to 25 employees	\$200.00
J. Annual Subscription User Fee – Businesses with 26 to 50 employees	\$300.00
K. Annual Subscription User Fee – Businesses with 51 to 100 employees	\$400.00
L. Annual Subscription User Fee – Businesses with 101 to more employees	\$500.00
M. Annual Subscription User Fee – Family Plan	\$125.00
N. Annual Subscription User Fee – Individual Plan	\$75.00
O. Annual Subscription User Fee – Senior Family Plan(60+)	\$75.00
P. Annual Subscription User Fee – Senior Individual Plan(60+)	\$50.00
III. Township Fire Department Fees (Reserved for Future Consideration)	

ACCOUNTS RECEIVABLE – TOWNSHIP PERSONNEL AND EQUIPMENT

SUPERVISION FEE: \$100/Hour

LABOR FEE: Includes Admin Costs, Payroll, Taxes & Benefits \$75/Hour

EQUIPMENT:

Backhoe	\$65/Hour
Street Sweeper	\$100/Hour
Case Loader	\$85/Hour
Case Crawler	\$75/Hour
Roadside Maintainer	\$70/Hour
Pickup Truck	\$55/Hour
Small Truck (2 -1/2 Ton Dump)	\$55/Hour
6-Wheel Dump Truck – 8 Ton	\$80/Hour
10-Wheel Dump Truck – 16 Ton	\$100/Hour
Bucket Truck	\$80/Hour
Roller	\$55/Hour
Air Compressor	\$30/Hour

Sewer Jet	\$100/Hour
Sewer Jet/Vac	\$100/Hour
TV Truck	\$100/Hour
Tractor and Mower	\$60/Hour
Brush Saw	\$35/Hour
Weed Wacker	\$25/Hour

SIGNS: All signs and poles are charged at market value based on current pricing from vendors of UMT plus an additional 10% administrative fee.

ACCOUNTS RECEIVABLE – DELINQUENT ACCOUNT CHARGES

Late Charges:	2% per month on balance
Collection Fees:	Solicitor Fees, Filing Fees & Court Costs charged To all delinquent accounts based on current attorney rates.

ACCOUNTS RECEIVABLE – MEDICAL HEALTH INSURANCE COVERAGE

Late Fee:	\$30 after 10 days
Interest Charges:	1% per month after 30 days

RIGHT TO KNOW - RELEASE OF DOCUMENTS/MATERIALS

Copies of Media - Video on DVD or Audio on CD	\$ 2.00 per disc
Copies of documents/materials (Black & White)	\$.25 for per page of copy*
11" x 17" Copies	\$.75 for per page of copy*
Faxes	\$ 1.00 per fax*
Write to CD (pdf)	\$.20 per page Plus CD cost
Blueprints/Plans: 24 x 36	\$ 6.00 per sheet
Larger than 24 x 36	\$ 6.00 plus per sheet
	\$.50 per additional SF
Scan to E-mail: Any size	\$ 4.00 per sheet
Scan to CD: Any size	\$ 4.00 per sheet - Plus CD cost
Costs for Plans	Normal Charges of Township Vendor
Certification	\$5.00 per document
Postage	Actual Cost

* This rate will be adjusted, as necessary, to reflect the increase in copier operating costs to produce a page of copy.

FEES AS PER STATE LAW 53, SUBSECTION 4471, CHAPTER 19, ARTICLE III - CLOSING-OUT, DAMAGED GOODS, AND DEFUNCT BUSINESS SALES

<u>First Application:</u>	License Fee - 30 days	\$ 50
	Renewal License Fee - 30 days maximum	\$100
	Administration Fee	\$100

Subsequent Applications: Payfees as stated above.

<u>NOR-VIEW FARMS FEES:</u>	5-Gallons of Water	\$ 2.00
	One Gallon Containers	\$ 1.00 each
	Five Gallon Jugs	\$10.00 each
	Caps for 5-Gallon Jugs	\$.75 each

HIGHWAY/TRAFFIC CAPITAL IMPROVEMENT ASSESSMENT - ORDINANCE NO. 2014-835 (This fee is set by the Upper Merion Transportation Authority as amended from time to time)

A Transportation Impact Fee is imposed upon new subdivision and new development, as defined by Act 209, for the purpose of funding off-site public transportation improvements as authorized by Act 209. The impact fees are due and payable to the Transportation Authority at the time of issuance of a building permit(s). **Per-Peak-Hour-Trip Fee \$3,623.38**

HIGHWAY OCCUPANCY PERMITS

Permits required for construction in Township and State Road Rights-of-Way as per Fee Schedule in accordance with Act No. 23 approved March 1, 1974 P.L. Second Class Townships shall access permit fees for utility facilities, driveways, sewer, curb cuts, storm sewer, etc. as per PENNDOT Fee Schedule.

GENERAL PERMIT FEES

PERMIT ISSUANCE FEES.

Issuance Fees are used to defray costs incurred by the Department in reviewing and processing the application and plan, including the preliminary review of the site location identified in the application and issuing and processing the permit.

Application Fee * - No expiration (Application Fee is in addition to any inspection fees listed below.)	\$50
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Inspection Fees:

Driveways: minimum use	\$25
low volume	\$55
medium volume	\$72
high volume	\$90
Other (curb, bank removal, sidewalk and curb)	\$25
Supplement Fee	\$10
Emergency Permit Card (each card)	\$10

Underground facilities (for example, pipelines, buried cable with pedestals, conduit, manholes, headwall, inlet and grate). This fee is calculated on the total each 100 feet increment.

Opening in pavement	\$40
Opening in shoulder	\$20
Opening outside pavement and shoulder	

Surface openings less than 36 square feet (service connections performed independently of underground facility installation pipeline repairs)

Opening in pavement	\$30
Opening in shoulder	\$15
Opening outside pavement/shoulder	\$10

If opening occupies two or more areas simultaneously, charge higher fee

Aboveground facilities:

poles, guys and/or anchors installed independently (Up to 10 physically connected facilities)	\$20
Additional connected facilities (each)	\$ 2
Seismograph - Vibroseis method - First mile	\$ 50
Each additional mile or fraction thereof	\$ 5
Non-emergency test holes in pavement or shoulder	\$ 5
Other	\$ 20

APPLICATION FOR LIQUOR LICENSE TRANSFER HEARING	\$1,500.00
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EXEMPTIONS

Permit Issuance Fees and General Permit Inspection Fees are not payable by any of the following:

- (1) The Commonwealth.
- (2) Political subdivisions of the Commonwealth.
- (3) Governmental authorities organized under the laws of this Commonwealth.
- (4) The Federal Government.
- (5) Utility Facility Owners for:
 - a. Installation or maintenance of highway lighting at the request of the Department or political subdivisions.
 - b. Replacement or renewal of facilities prior to a Department maintenance project after notice.
 - c. The removal of poles and attached appurtenances.
 - d. Facilities moved at request of Department.
 - e. Reconstructing or maintaining facilities in private status.

DISCOUNTS

Permit fee discounts are available for the following:

- 1. New buildings or additions that are Energy Star® or LEEDS Certified shall be eligible for a 10% discount on construction permit fees.

ADDITIONAL INSPECTION FEES

Additional application fees
Additional inspection fees
Charge calculation
Invoices

Political subdivisions and governmental authorities ARE NOT EXEMPT when placing a facility longitudinally within more than 100 total feet of pavement. In that case, the application and inspection fees for pavement openings will be charged under subsections a, b, and d.

The Township will estimate additional amount of salary overhead, and expenses and prepare a reimbursement agreement for execution by applicant. Review of application will commence upon effective date of agreement.

If the Township determines that the permitted work is of sufficient magnitude or importance to warrant assignment of one or more persons to inspect the permitted work on a more than spot basis, the permit will so indicate and the permittee shall be charged for additional salary, overhead and expenses incurred by the Township for inspection.

TAX COLLECTOR FEES

Returned Check Fee	\$25.00
Tax Certification	\$20.00
Duplicate Bill	\$5.00 (No charge for Township residents)
Receipt	No Charge

REFUNDS

The Township will refund the General Permit Inspection Fees on unused permits. In order to be eligible to receive such a refund, the permittee shall deliver the request with the permittee's

copy of the permit to the issuing district's permit office on or before the original permit's expiration date.

- (1) A refund-processing fee will be deducted from the General Permit Inspection Fees \$ 10
- (2) The permit issuance fee is not refundable on unused permits.

The applicant shall pay for notary and recording costs if it is determined by the Township that the permit shall be recorded in the county office of the Recorder of Deeds.

RESOLUTION NO. 2024-3

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PA**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF UPPER MERION TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA,
APPOINTING THE EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, The Pennsylvania’s Emergency Management Services Code requires that every municipal government in the Commonwealth of Pennsylvania develop and maintain an emergency management program consistent with the state and federal emergency management program;

WHEREAS, The Pennsylvania’s Emergency Management Services Code further relates that each municipality shall appoint an Emergency Management Coordinator who is an employee of the municipality who is responsible for implementing the emergency management program;

NOW, THEREFORE, BE IT RESOLVED, this 11th day of January, 2024 by the Board of Supervisors of Upper Merion Township to hereby appoint Blaine W. Leis as the Emergency Management Coordinator for Upper Merion Township.

Attest:

Upper Merion Township Board of Supervisors

BY: _____
Anthony Hamaday, Township Manager

BY: _____
Tina Garzillo, Chairperson

Amrinder Singh
649 South Henderson Road
Apartment # D509
King of Prussia, PA 19406
215-701-9535
amrindersingh@gmail.com

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

January 10, 2024

Subject: Resignation from Property Maintenance Appeals Board and UCC Board of Appeals

Dear Mr. Hamaday,

I am writing to resign from my appointment as a member of the Upper Merion Township Property Maintenance Appeals Board and the Uniform Construction Code Board of Appeals, effective January 15, 2024.

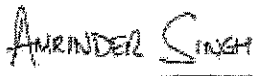
I will no longer be a resident of Upper Merion Township, and therefore, I unfortunately will not be able to continue volunteering and serving in these capacities.

I would like to express my sincere gratitude to Mr. Mark Zadroga and his entire Building & Code Department team for their dedication to administering and enforcing State and Township laws, regulations, and ordinances to ensure the health, safety, and well-being of our community.

Additionally, I extend my appreciation to the Township Supervisors, Upper Merion Police Department, Upper Merion Fire Department, and all Township employees, for their tireless efforts and commitment in making Upper Merion Township a safe and thriving community. As a fellow local government public servant, it has been inspiring to witness the dedication of everyone involved in serving the residents, and I am confident that the Township will continue to prosper under this administration and all of your leadership.

Thank you for allowing me to serve. I wish the Township continued success.

With Best Regards,



Amrinder Singh

cc: Dr. William Jenaway, Supervisor & Vice-Chair
Mr. Greg Philips, Supervisor & Board Liaison
Mr. Mark Zadroga, Director & Chief Building/Zoning Official

RESOLUTION 2024-~~4~~

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION FOR PRELIMINARY/FINAL LAND DEVELOPMENT
PLAN APPROVAL FOR A CAR WASH AT 161 WEST DEKALB PIKE**

WHEREAS, Act 247 of 1968, the Pennsylvania Municipalities Planning Code, empowers the Upper Merion Township Board of Supervisors to regulate subdivisions and land developments within the Township;

WHEREAS, Upper Merion Township ("Township") desires orderly and appropriate land use and development to protect the health, safety, and welfare of residents;

WHEREAS, Spark Car Wash LLC ("Applicant") is the equitable owner of 1.14 acres of land located at 161 West Dekalb Pike, Upper Merion Township, located in the Township's GC-General Commercial District, and more specifically identified as Montgomery County tax parcel number 58-00-06316-00-7 ("Property");

WHEREAS, the Applicant is proposing to redevelop the Property by demolishing the existing structures on the site to construct a +/- 3,166 square foot car wash and associated parking, utilities, landscaping, and stormwater management ("Project").

WHEREAS, the Applicant has filed with the Township a certain preliminary/final land development plan for the Project prepared by Bohler Engineering dated May 1, 2023, and last revised December 8, 2023 ("Plan");

WHEREAS, the Applicant now desires the Township approve the Plan pursuant to Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED by the Upper Merion Township Board of Supervisors, that the Plan is APPROVED subject to the following conditions:

A. Conditions of Plan Approval.

1. The Applicant must address all comments and conditions in the January 2, 2024, Remington Vemick Engineers review letter to the reasonable satisfaction of the Township Engineer.
2. Applicant shall address all comments and conditions in the January 2, 2024, Bowman traffic review letter to the reasonable satisfaction of the Township's Traffic Engineer.

3. Applicant shall address the comments, recommendations, and conditions of the June 15, 2023, S C Engineers, Inc. review letter to the reasonable satisfaction of the Township Sanitary and Stormwater Authority Engineer.
4. Applicant shall address the comments, recommendations, and conditions contained in the Township Fire Marshal's June 26, 2023, Fire and Emergency Medical Services Department Memo to the reasonable satisfaction of the Fire Marshal.
5. A subsequent recordable plan shall be submitted for internal Township review that addresses all Township review letter requests for further plan details and clarifications.
6. Applicant must comply with any applicable requirements of the Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to, obtaining any necessary Highway Occupancy Permits and Signal Permits required by PennDOT), United States Environmental Protection Agency, or any other necessary outside agency, and obtain any necessary planning modules, approvals, or permits from such agencies, before the Plan is recorded.
7. Applicant must complete and record all required easements and/or maintenance agreements or declarations, including, but not limited to, a stormwater management facilities operation and maintenance agreement, in forms reasonably satisfactory to the Township Engineer and Township Solicitor prior to recording the Plan. Applicant will provide all necessary legal descriptions for any necessary easements.
8. Prior to recording the Plans, Applicant shall execute a Land Development and Financial Security Agreement to guarantee the installation of all public improvements associated with the Project on a form drafted by the Township Solicitor. If Applicant chooses to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the bond and must approve the conditions and language of the bond. Further, the bond shall be issued by a "AAA" rate surety, or its equivalent, qualified to do business in Pennsylvania, and shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and if payment is not made, that the bonding company shall be responsible for reasonable attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve (12%) percent, for so long as the bond remains unpaid. Additionally, the Bond is required to automatically renew annually until the improvements detailed on the Plans are completed and the final release is issued by the Township, subject to partial releases being permitted in accordance with the Pennsylvania Municipalities Planning Code and shall include a 90-day Evergreen Clause in a form acceptable to the Township Solicitor.

9. All outstanding Township fees, Township engineering fees, and Township legal fees, and any other professional fees associated with the review and approval of the application and Plan shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.
10. Prior to recording the Plan, and in addition to the financial security posted for the Project, Applicant shall deposit with the Township or otherwise establish a reasonable sum of monies with the Township, in an amount to be reasonably determined by the Township Engineer, as to be further described in the Land Development Agreement and Financial Security Agreement, for the reimbursement of the Township's reasonable engineering, inspection, and legal and related administrative costs and expenses related to the further reviews, inspections, and development of the Project, in accordance with the Pennsylvania Municipalities Planning Code.
11. Applicant shall pay all fees established by the Township Code related to the Project including any required EDU and/or tapping fees, if any, at or before the time of building permit.
12. Applicant shall pay the transportation impact fee pursuant to the Upper Merion Township Transportation Impact Fee Ordinance ("Act 209 Fee") to the Upper Merion Township Transportation Authority, currently calculated in the amount of **\$144,935.20** at the time of building permit issuance. No Act 209 Fee credits are or will be requested for the Project.
13. Applicant shall pay any applicable Township a fee in lieu of parkland according to the Township Subdivision of Land Chapter and 2023 fee schedule prior to or at the time of the building permit release.
14. Applicant shall close the median opening in Route 202 in front of the Property subject to approval of PennDOT and the owner of the cemetery property adjacent to the Property, if such approval is necessary.
15. Applicant shall have a trained employee available on site during all hours of operation to assist with internal circulation and reduce any potential back-ups onto Route 202, as necessary.
16. Applicant shall ensure that the driveway from Route 202 remains free of ice during all hours of operation. Applicant shall have an employee available on site during all hours of operation to treat the Property's internal walkways and the Route 202 driveway entrance with salt designed to prevent icing when temperatures fall below freezing. The Applicant shall ensure that a sufficient amount of such salt is stored on the Property between November 1st and April 1st of each year. When conditions have caused icing in such areas during non-operational hours, Applicant shall ensure that such salt is used to remove the icy conditions on such areas prior to the commencement of operations.

17. Applicant shall ensure that the drainage gates and radiant floor heating located near the exit of the car wash building and the exit to the driveway along Route 202 are installed as shown on the Plan and remain in working order during operations.

16.18. The three parking spots located along the property line, on the other side of the drive aisles from the car wash building, shall be used for employee only parking and sufficient signage shall be installed at such parking spots to indicate the restriction for employee only parking.

17.19. The terms and conditions of this Resolution shall run with the land and shall apply to any assignee, transferee, or other successor in interest in the Property or the development of the Project. This Resolution or a memorandum of this Resolution may be recorded against the Property by the Township, or a subdivided portion of the Property, at the Township's sole discretion, to which the then-current landowner of the Property shall be deemed to have consented to such recording. Regardless of whether this Resolution is recorded, the Township shall have the right to enforce any violations of the conditions of this Resolution as a violation of the Township's Subdivision of Land Chapter and/or pursuant to Section 616.1 of the Pennsylvania Municipalities Planning Code.

B. Waivers. The Applicant has requested waivers from the following sections of the Township's Subdivision of Land and Stormwater Chapters. A lack of indication of the decision on the waiver after the Township has executed this Resolution shall be interpreted to mean that the waiver was granted, unless the minutes of the associated Township meeting reflect otherwise:

a) **Section 140B-17.A(2)**, to allow grading within five (5) feet of the property line, is hereby:

Granted _____ Denied _____

b) **Sections 140B-22.A(6), 145-27.A(13), & 145-29.A(18)**, to identify the required natural and man-made features and buildings within 200 feet of tract boundaries via an aerial overlay, floodplain maps, and wetland maps, is hereby:

Granted _____ Denied _____

c) **Section 145-26.A**, to allow concurrent preliminary and final land development review, is hereby:

Granted _____ Denied _____

~~In the event that the Resolution is not delivered to the Township within ten days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied for the reasons set forth in the review letters listed above. This Resolution shall bind the Applicant, and the Applicant's successors, transferees, and assigns. This Resolution does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plans. Applicant shall be required to record the Plan prior to proceeding with any land development unless specifically permitted to proceed with certain improvements as outlined in this Resolution. Furthermore, this Resolution, and the approvals and conditions contained herein, shall be rescinded automatically, and shall be considered to be denied for the deficiencies set forth in the Township's review letters listed above, upon Applicant's or Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by Applicant's or Applicant's agent's signature below.~~

RESOLVED AND APPROVED this 11th day of January, 2024.

Formatted: Superscript

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS:**

By: Anthony Hamaday,
Township Manager

By: Tina Garzillo, Chairperson

ACCEPTANCE OF CONDITIONS

THE UNDERSIGNED, BEING AN AUTHORIZED SIGNATORY FOR THE APPLICANT, DOES HEREBY ACKNOWLEDGE AND ACCEPT THE APPROVAL OF THE PLAN ISSUED BY UPPER MERION TOWNSHIP ON BEHALF OF THE APPLICANT, ACCEPTS THE CONDITIONS CONTAINED WITHIN THIS RESOLUTION, AND HEREBY REPRESENTS THAT THEY AGREE TO THE PROVISIONS OF THE ABOVE PLAN APPROVAL RESOLUTION:

For Applicant Spark Car Wash LLC

By: _____ Dated _____
Print : _____
Title : _____

Attest : _____ Dated _____
Print : _____

RESOLUTION 2024-6

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION FOR PRELIMINARY LAND DEVELOPMENT PLAN APPROVAL FOR
MALVERN ANDERSON ROAD LP FOR
24 SINGLE FAMILY DETACHED DWELLINGS
AT REEDEL ROAD AND CLEMENT CIRCLE**

WHEREAS, Act 247 of 1968, the Pennsylvania Municipalities Planning Code, empowers the Upper Merion Township Board of Supervisors to regulate subdivisions and land developments within the Township;

WHEREAS, Upper Merion Township ("Township") desires orderly and appropriate land use and development to protect the health, safety, and welfare of residents;

WHEREAS, Malvern Anderson Road LP ("Applicant") is the legal owner of 2 vacant tracts of land, formerly comprising the Upper Merion Swim Club, consisting of approximately 18.96 acres, located at the end of Reedel Road where it meets Clement Circle, Upper Merion Township, in the Township's R-2 Residential Zoning District, and more specifically identified as Montgomery County tax parcel numbers 58-00-00544-25-3 and 58-00-00541-01-3 ("Property");

WHEREAS, the Applicant is proposing to consolidate the two parcels and construct twenty four (24) single family detached dwellings on lot areas varying between 10,616 square feet and 20,868 square feet, and an associated loop road, sidewalks, an open space lot, utilities, landscaping, stormwater management, and other similar site improvements ("Project")

WHEREAS, the Applicant has filed with the Township a certain preliminary land development plan for the Project prepared by LandCore Engineering Consultants, PC, dated July 6, 2022, and last revised December 13, 2023 ("Plan");

WHEREAS, the Applicant now desires the Township approve the Plan pursuant to Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED by the Upper Merion Township Board of Supervisors, that the Plan is APPROVED subject to the following conditions:

A. Conditions of Plan Approval.

1. The Applicant must address all comments and conditions in the August 16, 2023 Remington Vernick Engineers review letter to the reasonable satisfaction of the Township Engineer, and any additional review letters of the Plan related to Plan revisions.

2. Applicant shall address all comments and conditions in the August 17, 2023, McMahon Associates (now Bowman) traffic review letter to the reasonable satisfaction of the Township's Traffic Engineer, and any additional review letters of the Plan related to Plan revisions.
3. Applicant shall address the comments, recommendations, and conditions of the August 1, 2023, S C Engineers, Inc. review letter to the reasonable satisfaction of the Township Sanitary and Stormwater Authority Engineer.
4. Applicant shall address the comments, recommendations, and conditions contained in the Township Fire Marshal's January 4, 2024, Fire and Emergency Medical Services Department Memo to the reasonable satisfaction of the Fire Marshal.
5. A final plan shall later be submitted for Board of Supervisors consideration that fulfills the Township code requirements for final plan approval, unless otherwise waived.
6. Applicant must comply with any applicable requirements of the Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to, obtaining any necessary Highway Occupancy Permits and Signal Permits required by PennDOT), United States Environmental Protection Agency, or any other necessary outside agency, and obtain any necessary planning modules, approvals, or permits from such agencies, before the final plan is recorded.
7. Prior to recording a final plan, Applicant must complete and record all required easements and/or maintenance agreements or declarations, including, but not limited to: 1) a stormwater management facilities operation and maintenance agreement, 2) a landscaping declaration of covenants and restrictions requiring, in part, perpetual maintenance of all trees and plantings installed according to the Plan by the then-landowner of the Property and/or the individual lot owners, and 3) a covenant to preserve the open space lot adjoining lots 17 and 24 on the Plan for the access and benefit of the public, all in forms reasonably satisfactory to the Township Solicitor. Applicant will provide all necessary legal descriptions for any necessary easements.
8. Prior to recording a final plan, Applicant shall execute a Land Development and Financial Security Agreement to guarantee the installation of all public improvements associated with the Project on a form drafted by the Township Solicitor. If Applicant chooses to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the bond and must approve the conditions and language of the bond. Further, the bond shall be issued by a "AAA" rate surety, or its equivalent, qualified to do business in Pennsylvania, and shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and if payment is not made, that the bonding company shall be responsible for reasonable attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve (12%) percent, for so long as the bond remains unpaid. Additionally, the Bond is required to automatically renew annually until the

improvements detailed on the Plans are completed and the final release is issued by the Township, subject to partial releases being permitted in accordance with the Pennsylvania Municipalities Planning Code and shall include a 90-day Evergreen Clause in a form acceptable to the Township Solicitor. All outstanding Township fees, Township engineering fees, and Township legal fees, and any other professional fees associated with the review and approval of the application, Plan, and the final plan shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.

9. Prior to recording a record plan, and in addition to the financial security posted for the Project, Applicant shall deposit with the Township or otherwise establish a reasonable sum of monies with the Township, in an amount to be reasonably determined by the Township Engineer, as to be further described in the Land Development Agreement and Financial Security Agreement, for the reimbursement of the Township's reasonable engineering, inspection, and legal and related administrative costs and expenses related to the further reviews, inspections, and development of the Project, in accordance with the Pennsylvania Municipalities Planning Code.
10. Applicant shall pay all fees established by the Township Code related to the Project including any required EDU and/or tapping fees, if any, at or before the time of building permit release.
11. Applicant shall pay a fee in lieu of tree replacement in the amount of two hundred thousand dollars (\$200,000) to Upper Merion Township prior to or at the time of building permit release.
12. Applicant shall install "No Parking" signage along the loop road between the driveway of lot 1 and the corner of Reedel Road to prevent parking at such location and shall revise the Plan to indicate the same.
13. This Resolution or any final plan approvals shall not terminate the covenants and restrictions imposed within the July 9, 2009 Declaration of Covenants and Restrictions filed against the Property in the Montgomery County Recorder of Deeds Office as Instrument Number 2009074840 limiting the total development of the Property to no more than 25 single family detached dwellings.
14. A condominium or homeowner's association ("Association") shall be formed to identify ownership and regulate maintenance of any shared or common facilities/improvements on the Property including, but not limited to, any common/shared open space areas, stormwater facilities or conveyances, sewer facilities, and common parking areas, roads, accessways, walkways, and emergency access ways. The Applicant shall submit the Association declaration and any associated maintenance agreements or covenants to the Township Solicitor for review and approval prior to recording a final plan. The Association declaration shall provide for a reserve study to be conducted every five (5) years to establish that appropriate funds are being set aside for the stormwater management improvements and other Association common areas, subject to review and

approval by the Township Engineer as to the adequacy of those Association funds. If the first five-year reserve study indicates that the amount of Association funds held in reserve are inadequate for the maintenance, repair, and inspection of the Project's stormwater management improvements, with such adequacy solely and reasonably determined by the Township Engineer, Applicant shall be responsible for paying all costs necessary to supplement and fulfill the reserve funds necessary for such purposes, in an amount reasonably determined by the Township Engineer. Such responsibility to have adequate funds in reserve and supplement such funding as necessary for the first five-year reserve study shall remain with the Applicant, or the developer of the Project if development rights are transferred, and shall not be transferred to the Association or individual unit owners. The Association declaration shall permit the Township to enter upon any common areas for inspection of common facilities, shall prohibit the Association and individual lot owners from removing the trees and landscaping shown on the Plan without the approval of the Township, shall reference all declarations and covenants required under this Resolution, and shall specify that the internal loop road will be maintained by the Association and not dedicated to the Township.

15. The terms and conditions of this Resolution, and any future resolution for final plan approval that may incorporate this Resolution, shall run with the land and shall apply to any assignee, transferee, or other successor in interest in the Property or the development of the Project. This Resolution or a memorandum of this Resolution and/or a final plan resolution may be recorded against the Property by the Township, or a subdivided portion of the Property, at the Township's sole discretion, to which the then-current landowner of the Property shall be deemed to have consented to such recording. Regardless of whether this Resolution is recorded, the Township shall have the right to enforce any violations of the conditions of this Resolution or final plan resolution as a violation of the Township's Subdivision of Land Chapter and/or pursuant to Section 616.1 of the Pennsylvania Municipalities Planning Code.

B. Waivers. The Applicant has requested waivers from the following sections of the Township's Subdivision of Land Chapter. A lack of indication of the decision on the waiver after the Township has executed this Resolution shall be interpreted to mean that the waiver was granted, unless the minutes of the associated Township meeting reflect otherwise:

- a) **Section 145-10.E**, to allow a 38 degree roadway horizontal curvature where a minimum of a 30 degree curve is required, is hereby:

Granted _____ Denied _____

- b) **Sections 145-24.D**, to allow corner lot 1 to have a driveway approximately 40 feet from the right-of-way line of an intersecting street where 60 feet is required (and install signs restricting parking at such location), is hereby:

Granted _____ Denied _____

c) **Section 145-24.1E**, to allow 130 replacement trees were 2,588 trees are required (and instead pay the fee in lieu as indicated above), is hereby:

Granted _____ Denied _____

d) **Section 145-27.A**, to allow preliminary plans to be drawn at a scale of 1" = 60' where a scale of not less than 1" = 50' is required, is hereby:

Granted _____ Denied _____

This Resolution shall bind the Applicant, and the Applicant's successors, transferees, and assigns. This Resolution does not constitute approval of a final plan and shall not authorize the construction of improvements or buildings exceeding those shown on the Plan. Applicant shall be required to record the Plan prior to proceeding with any land development unless specifically permitted to proceed with certain improvements as outlined in this Resolution. Furthermore, this Resolution, and the approvals and conditions contained herein, shall be rescinded automatically, and shall be considered to be denied for the deficiencies set forth in the Township's review letters listed above, upon Applicant's or Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by Applicant's or Applicant's agent's signature below.

RESOLVED AND APPROVED this 11th day of January, 2024.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS:**

By: Anthony Hamaday,
Township Manager

By: Tina Garzillo, Chairperson

ACCEPTANCE OF CONDITIONS

THE UNDERSIGNED, BEING AN AUTHORIZED SIGNATORY FOR THE APPLICANT, DOES HEREBY ACKNOWLEDGE AND ACCEPT THE APPROVAL OF THE PLAN ISSUED BY UPPER MERION TOWNSHIP ON BEHALF OF THE APPLICANT, ACCEPTS THE CONDITIONS CONTAINED WITHIN THIS RESOLUTION, AND HEREBY REPRESENTS THAT THEY AGREE TO THE PROVISIONS OF THE ABOVE PLAN APPROVAL RESOLUTION:

For Applicant: Malvern Anderson Road LP

By: _____
Print : _____
Title : _____

Dated _____

Attest : _____
Print : _____

Dated _____