

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
MAY 9, 2024 BUSINESS MEETING ~ 7:00 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: March 7, 2024 – Zoning Workshop  
March 7, 2024 – BOS Workshop  
March 28, 2024 – Comprehensive Plan Workshop  
April 4, 2024 – Zoning Workshop  
April 4, 2024 – BOS Workshop  
April 11, 2024 – Business Meeting
5. Chairperson’s Comments:
6. Citizen Board Vacancies:
7. New Business:
  - A. Resolution 2024-20 – Local Government Week - April 8 – 14, 2024.
  - B. National Public Works Week Proclamation (May 19 – 25, 2024).
  - C. Presentation by the Board of Community Assistance to Announce 2024 BCA Award Recipients.
  - D. Continue Conditional Use Hearing – Westover Companies, 550 American Avenue for the conversion of the existing 3 story office building at 550 American Avenue in the KPMU Zoning District into a multifamily dwelling with 20 residential apartments.
  - E. Consent Agenda re:
    1. Smith Farms Stormwater Pipe Relining Project. Approval of a contract with SWERP, Incorporated of Bristol, PA in the amount of \$176,300, through the PA COSTARS Program, for the cured in place sanitary sewer pipelining of the Smith Farms Development which includes Winthrop lane, Tannery Dr and Sentry Lane using Capital Budget and ARPA funds as recommended by the Director of Public Works.
    2. Nor-View Farm Master Plan & Study: Approval of a professional services agreement with ARRO Consulting, Inc. of Birdsboro, PA in the amount of \$56,000 for the development of a master plan, the analysis of on-site parking and traffic circulation, and an economic analysis of potential uses at Nor-View Farm.
    3. Norview Farms Retaining Wall Project – Phase 1. Approval of a contract with GoreCon, Inc of Chalfont, Pa in the amount of \$267,430.32, through the PA COSTARS Program, for the installation of 120’ of retaining wall at Norview Farm using Capital Budget and ARPA Funds as recommended by the Director of Public Works.

4. Authorization to advertise proposed ordinance - electric vehicle charging station regulations. Authorization to advertise a proposed ordinance amending the Township Subdivision & Land Development and Zoning Ordinance to provide new definitions and regulations for electric vehicle charging stations at the June 13, 2024 Business meeting.
5. Financial Escrow Security Release– 3700 Horizon Drive - Approval of Escrow Release No. 9 in the amount of \$173,917.95 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
6. 2024 Road Program Project. Recommendation to Award the 2024 Road Re-Surfacing Project Bid to Highway Materials, Inc. of Malvern, PA in the amount of \$887,423.60 as recommended by the Director of Public Works and Bid Consultant.
7. Allendale Road Pedestrian Bridge Inspection and Load Rating Study: Approval of a professional services agreement with Bowman, Inc. of Exton, PA in the amount of \$43,500.00 for a revised inspection, development of a load rating and project cost estimates for the Allendale Road Pedestrian Bridge project as recommended by the Director of Public Works.
8. Abrams PS Pumps & Controls Study PSA: Approval of a professional services agreement with ARRO Consulting, Inc. of Birdsboro, PA in the amount of \$22,700.00 for the study of the existing pump station equipment and structure for the future replacement of dry-pit submersible pumps, as recommended by the Director of Public Works.
9. Intersection Improvements Easement Agreement – Malvern School Properties, Inc. Mancill Mill Road – Approval of an easement agreement between the Malvern School Properties Inc. and the Township, including enjoining JPO Mill, LLC, for the traffic signal and intersection improvements at Mancill Mill & Valley Forge Roads as part of the Mancill Mill Townhouse development.
10. Citizen Board Resignations:
  - a. Dawn Lindberg from the ECDC
  - b. Joel Miner from the EAC
  - c. Koren Draper from the Farmers Market Board and ECDC

F. Resolution 2024-21 - Amended Land Development Plan Approval – Exeter, 446 Swedeland Road. Modification of truck traffic turning restrictions.

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

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
ZONING WORKSHOP MEETING  
MARCH 7, 2024

The Board of Supervisors of Upper Merion Township met for a Zoning Workshop Meeting on Thursday, March 7, 2024, in the Township Building. The meeting was called to order at 6:25 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were Anthony Hamaday, Township Manager, Amanda Lafty, Asst. Township Manager, Jarrett Lash, Township Planner and Sean Kilkenny, Township Solicitor's Office.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo stated that prior to this workshop there was an Executive Session to discuss personnel matters.

DISCUSSIONS:

A. MURALS IN THE TOWNSHIP:

Chairperson Garzillo explained that a developer would like to bring their business into the Township and have murals on the outside of its business. She feels the Board needs to discuss this further on how to amend the Township's Signage Ordinance.

Jarrett Lash, Twp. Planner said the first discussion was at a previous meeting when the applicant proposed the murals leading the Board to discuss whether to update the Signage Ordinance or allow murals by Conditional Use. Jarrett presented Jenkintown's Ordinance as an example which the Board thought was too restrictive. After going back and forth with different scenarios on how a mural can be interpreted and what they should and shouldn't allow Vice-Chair Jenaway suggested they should keep it simple. He said to just focus on the Performing Arts aspect, what the business does and who the characters are; by limiting it to that makes it less confusing. Also, the applicant must keep the mural within the coverage amount the Township agrees upon and the area where the murals are permitted.

Jarrett suggested they should spend more time discussing the size in which a mural can be and mentioned that the percentage of mural allotment is separate from the amount of signage coverage that is allowed. Chairperson Garzillo said

they also have to address the parameters on how and when the business wants to refresh or change the mural. Next, Jarrett read the Mural Conditional Use Application stating the applicant must provide copies of a color sketch of the proposed mural to scale, copies of the proposed building that will be covered by the mural, a written description of the mural including the subject matter, type of paint being used and the expected life span and maintenance span for the mural along with digital copies of all the materials.

Chairperson Garzillo asked what the approval process content would be for the first mural to go up. Jarrett said the applicant has to remit a Conditional Use application which would go to the Planning Commission. The Planning Commission will hold a Hearing then the applicant will move forward to The Board of Supervisors' Business Meeting to conduct a regular Conditional Use Hearing whether or not to allow the Mural on the Netflix building. This Hearing is separate from the Building Conditional Use Hearing which the applicant will have still apply for. Jarrett mentioned that all subsequent murals will each have to go through the Conditional Use process whether if it's a new applicant or an existing applicant for either a new mural or to change a mural.

Supervisor Philips asked how much a Conditional Use application cost and Jarrett said it's One thousand dollars for non-residential use then there was a discussion about the anchor stores. Jarrett said he will do some research on the anchor stores by looking up the definition of anchor and defining which stores at the Mall are considered anchors.

## **B. DATA CENTER DEFINITIONS & ZONING DISTRICTS:**

Chairperson Garzillo feels that the Board should set parameters for Data Centers coming into the Township like their Location, Aesthetics, Sound Control, and Construction Requirements. Jarrett Lash said they have to take a look at where Data Centers are located now in the Township and were the Board would prefer them to be permitted. The Township was approached by two businesses with an interest to explore data centers within the Township and we currently have one on Horizon drive and maybe more.

Jarrett said a Data Center is usually a building or a dedicated space within a building that houses computer systems and associated components like telecommunications or a cloud systems to host information. Jarrett also researched other municipalities and asked how this type of business works or is handled in their district. The feedback he received was that Data Centers have a consistent humming sound which can be annoying and usually have backup generators which are noisy. In addition, the building should have a good ventilation and cooling system so the computers don't overheat.

Jarrett mentioned that one municipality implemented a noise regulation control during certain hours of the day then changed it to cover all 24 hours due to complaints. Another county adjusted their zoning code where Data Centers can be located and their aesthetics. He also said the last case study he found involved Arizona, they clarified Data Centers as an Insulated Use which had some specific regulation containing size limitation, location and protocols on pre and post construction and their aesthetics. Jarrett suggest that the Township use these findings to incorporate some or all of those elements to avoid any public nuisance a Data Center might create.

Supervisor Kenney asked how many employees would a Data Center have and if it would be better than having another Warehouse? Supervisor Philips asked if there was a fire there would it be dangerous? Vice-chair Jenaway said with all the new regulations in place it would be no different than any other fire. Chairperson Garzillo suggest the Board concentrates on the Location, Sound Control, Aesthetics of the building and Construction Requirements.

Jarrett asked if the Board wanted to define Data Centers same as a Warehouse or treat them separately. Supervisor Kenney asked were area Warehouses are allowed and how far they have to be from residential area? Supervisor Waks suggest that they can have a decimal system for noise control, depending how noisy they are would determine on where they can be located. Jarrett mentioned that in Virginia it wasn't necessarily the distance from residential but buffering around it with soundproof walls and trees. Vice-Chair Jenaway said they can do buffering internally using soundproof walls, externally with sound-walls around the perimeter of their property and with vegetation.

Finally, Jarrett said he will take the Boards suggestions and questions with him and draft something to bring back to their next meeting so they can define Data Centers.

### C. EV CHARGER REGULATIONS:

Jarrett said regulations will define electrical vehicles and electrical vehicle charging stations along with the different levels as well as providing a definition for surface parking lots and structure parking lots. The different levels of the Chargers denote the speed the car will recharge. The regulation will prevent Level 3 Charging Stations from being placed within a structure parking lot and it will provide guidance for Level 2 Charging Stations within a structure parking lot on what they're allow to be near. Level 2 stations need to be at least 50 ft. away from an ingress or egress or an emergency exit, 25 ft. from utility poles, distribution infrastructure deem to pose a threat to public safety, gas meters or gas pipes and electric meters.

Level 2 and Level 3 Chargers are permitted on surface parking as long as they are 50 ft. away from an ingress or egress and an emergency exit pathway, 25 ft. from other buildings and structures, utility poles, distribution infrastructure, fuel tanks, electric meters, gas meters or gas pipes, 10 ft. from trees and 5 ft. from ground vegetation or mulching.

Finally, Jarrett said Public Safety is interest in the placement of parking stalls and emergency access items such as an emergency cut-off switch that's marked for public safety to be able to shut the power off in case of a thermal event. Next he asked Vice-Chair Jenaway to explain the reasoning behind this.

Vice-Chair Jenaway said in the past year there were three mulch fires at the Charging Stations near Giant Food Store, even though the fire was not caused by the Charging Station, the fire could have been worse if the Station caught on fire. This caused Public Safety to take a look at what standards exist in the installation of the Chargers which they found were none. Due to researching other municipalities that had battery fires whether in a small machine or an electrical car, the batteries take hours to cool down even with constant water over them. So, to avoid a catastrophe there should be a cut-off switch stopping the power from making it worse and regulation distant guidance to prevent the fire from spreading.

Next, Vice-Chair Jenaway mentioned if fees are going to be charged for using the Electric Charging Station then the Township should be receiving a portion. Mr. Hamaday said any fees collected should be remitted through the 511 Business Tax. So, any business that is supplying the chargers and starts collecting a fee should register with the Act 511 Business Tax to receive a License. Then Vice-Chair Jenaway said they should make sure that the Stations already established have the proper permits.

#### Public Comments:

Mr. Matt Popek, Planning Commission Chairperson thanked the Board for having a discussion on the Murals, Data Centers and EV Charging Stations and to Jarrett for his presentation. Mr. Popek said he's looking forward to talking more about Data Centers since the one that already exist in Upper Merion is in the SM1 district and whether it makes sense or is appropriate to be there. He's looking forward to more discussion on where Data Centers should be allowed; he also mentioned that he will be meeting next Wednesday with Netflix at the Planning Commission Meeting where they will discuss more about Murals.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Waks, seconded by Vice-Chair Jenaway, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 5-0. Adjournment occurred at 7:38 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
WORKSHOP MEETING  
MARCH 7, 2024

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Monday, March 7, 2024, in the Township Building. The meeting was called to order at 7:42 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Tina Garzillo, Carole Kenney and Greg Philips. Also present were: Anthony Hamaday, Township Manager; Amanda Lafty, Asst. Township Manager; Sean Kilkenny, Township Solicitor; Leanna Colubriale, Township Engineer; Jarrett Lash, Township Planner.

CHAIRPERSON'S COMMENTS: None

ELECTRICAL PERMIT WAIVER REQUEST: Upper Merion Community Cupboard

Mr. Tony Hamaday, Township Manager said the Community Cupboard is asking for a waiver on a permit for a generator that they want to install to keep the air-conditioning and refrigeration systems working during a power outage. Mr. Hamaday said the permit cost is about a thousand dollars that the Township will absorb since this is a nonprofit organization but the site will still be inspected to make sure the installation is completed properly.

Board Actions:

It was moved by Supervisor Kenney, seconded by Supervisor Waks, all voting "Aye" to Waive the permit fee for Upper Merion Community Cupboard. None opposed. Motion passed 5-0.

Public Comments: None

DISCUSSIONS:

A. KOP BID RENAISSANCE PARK CONNECTIVITY PLAN PRESENTATION:



Mr. Chris Basler joined by Eric Goldstein, President of the BID along with Anita Nardone talked about all the improvements the BID implemented in the Business District. Now that Moore Park is almost completed they are focusing on Renaissance Park and connecting the two parks together.

Ms. Anita Nardone, Civil Engineer with Simone Collins gave an overview of the Study they conducted which is broken down into six (6) pacific plans. She mentioned there were eight recommendation that are part of the Connectivity Study but for now they're focusing on two parts which are about pedestrians and the site itself.

Ms. Nardone said this is a multi-modal site not only for vehicles but biking and walking which is why they want to connect the sites. This is a beautiful area which is so close to many transportation arteries as well as two beautiful trails along with Septa stations throughout. They are proposing to install 5' sidewalks on Horizon and Renaissance Roads and 6' bike trails with 2' buffers where possible or sharrows (bike lanes incorporated onto the road). By doing this makes the Park more accessible for the employees coming and going as well as nearby residents that work there or just want to enjoy the beautiful trails.

Ms. Nardone also mentioned extending Hertzog Blvd. into Renaissance Park making it more accessible as well as extending McCoys Lane to Horizon but first McCoys Lane has to be declared a Township Road. Also, they would like to make a round-about at the intersection of Horizon and Renaissance Roads making a beautiful accessible intersection.

Finally, Ms. Nardone talked about recreational trails which will be about 8' to 10' wide to accommodate pedestrians and cyclists and she mentioned the Septa stops. Ms. Nardone said when Bus Revolution comes Septa will be cutting back on some bus stops and with Renaissance developing there will be a need for some type of shuttle to bring the people from Norristown and Conshohocken trains. With that said, she agreed it's not the Townships responsibility to provide transportation but maybe they can start a Forum with Septa.

Chairperson Garzillo said she doesn't understand why Septa is cutting back on Bus Stops when they originally wanted to extend Norristown Rail into KOP. Mr. Basler said Septa is cutting back due to low ridership but will revisit adding more stops again once Renaissance is completed. Chairperson Garzillo said they have to keep the line of communication open with Septa, then there was a long discussion about the roads, stormwater and landscaping.

### Public Comments:

Ms. Ilene Justin from Crooked Lane asked if this project was going to cause another tax increase to the residents? Then she mentioned the round about intersection sound lovely but is it practical since New Jersey has been doing away with them since they don't work well. She feels the Crooked Lane crosswalk to Septa is a great idea but suggest to add flashing lights to slow cars down when people are crossing. Also, mentioned since Septa has cut back services maybe the Businesses at Renaissance should contribute to extending the Rambler bus into that area.

**B. POTENTIAL GRANT APPLICATION TO DCED MUNICIPAL ASSISTANCE PROGRAM TO FUND AN ECONOMIC ANALYSIS MODEL:**

Mr. Jarrett Lash, Twp. Planner said the Township would like to work with Urban 3 who is an economic development consultants which performs advance modeling that project the type of revenue and cost of services within a community. This company is based in Asheville, North Carolina and can present in person or virtual whichever the Board is comfortable with. Urban 3 takes a look at the value per acre and translates it into revenue per acre and the cost of service per acre, allowing us to transfer that back to the kind of typology within that helping the Township to know what it will receive.

This process will be in four stages and take about four months to complete giving the Township time to apply for the grant which will cover fifty percent of the eligible cost. This study will cost about \$76,000.00 less the grant money leaving the Township to pay \$38,000.00. This will not only be used within the Comprehensive Plan because it really three-fold.

First, the Comprehensive Plan itself by incorporating the findings into the Comprehensive plan to have that hard data to be able to support the vision of economic stability. Second is project Scoring, this is when you take a look at any new land development applicant and go through the process of deriving what the expectant revenue from that would be as well as the expected cost of service would be. Even though the Township can't make determinations for approval on that, it's good to see over time if the projects in the Township costs more than the revenue it receives. The Third is long term zoning decisions because some of our land use cost more than Township receives in revenue. So, how can we incrementally change that so more developments are net revenue boosters for the Township. By having all this data, the Township will be able to harden up the tax base which would be imperative for the economic stability of the Township for the future.

Chairperson Garzillo feels this data will be good to have and would like to move forward with the grant. Supervisor Philips said it will be reliable data

and the Township should set aside the full amount of this survey in case they don't receive the grant. Supervisor Waks also feels this survey would be good, the Township can use the information to show a developer or business that wants to invest in an area why they should move into Upper Merion Twp. So, the Board all agreed to put this on the agenda for their next Business Meeting.

C. LAND DEVELOPMENT/SUBDIVISION DEFINITION REVIEW – Major/Minor Land Development Plan, MPC Exemptions & Waiver Requests.

Township Mgr. Tony Hamaday showed four plan options for renovating the Township Building then introduced Asst. Township Manager Amanda Lafty who explained the grant. Amanda said this grant is offered by DCED for multi-purpose community facilities of local government. This includes our Township Build, Police and Library allowing us the ability to renovate or construct a new facility for one of them.

Amanda stated the Township can apply for up to a two million dollar grant with no matching funds necessary, this is a perfect opportunity for Upper Merion Township to save money towards the final cost. Amanda said she will write the grant which is due by April 20<sup>th</sup> with the help of Jarrett Lash and Geoff Hickman but needs to know which option the Board want to go with.

Supervisor Waks mentioned about renting office space for Administration to move into but Chairperson Garzillo likes the construction of an additional building near the existing one. Supervisor Philips suggest constructing it to the left of the existing building instead of towards the back and Vice-chair Jenaway agrees that would be better. Amanda said the Board has to decide before she can write the grant so she can include which option, with that said the Board agreed to put this on the agenda for the next Business Meeting.

D. BUSINESS MEETING AGENDA REVIEW:

Before Mr. Hamaday went over the Agenda for March 21st meeting he mentioned that Supervisor Waks received an email from a resident questioning the Township's Building Permit Fees. After a long discussion the Board feels that the permit fees are in line with other surrounding municipalities.

Mr. Hamaday mentioned since the Business Meeting is two weeks away due to the PERLAS meeting they'll all be attending he will go over the final agenda at their next Chair meeting on Monday, March 18<sup>th</sup>.

Public Comments: None

ADJOURNMENT:

Board Action:

It was moved by Supervisor Waks, seconded by Vice-Chair Jenaway, all voting "Aye" to adjourn the meeting. None opposed. Adjournment occurred at 9:52 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
COMPERHENSIVE PLAN WORKSHOP MEETING  
MARCH 28, 2024

The Board of Supervisors of Upper Merion Township met for a Comprehensive Plan Workshop Meeting on Thursday, March 28, 2024, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:15 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Greg Waks, Carole Kenney and Tina Garzillo. Also, in attendance was Anthony Hamaday, Township Manager, Assistant Township Manager Amanda Lafty and Township Planner Jarrett Lash. Absent were Supervisors Greg Philips and Bill Jenaway.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo stated that before this meeting they attended the KOP BID's event at the Alloy Hotel to launch their annual report.

Next, Supervisor Waks asked if he can make a motion to amend tonight's agenda before discussions start, which Chairperson Garzillo consented to.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney to modify the Minutes from January 11, 2024, which were approved at the February 8, 2024 Business Meeting. All voting "Aye" to amend the Agenda. None opposed. Motion approved 3-0.

Supervisor Waks explained why he would like to modify the BOS Business Meeting minutes from January 11, 2024. He asked to revise the language in item H for Malvern Anderson LP to read Consideration of a **Preliminary** Land Development only, removing the word **Final**.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney to remove the word **Final** from the January 11, 2024 BOS Meeting about Malvern Anderson LP development. All voting "Aye" to approve the change. None opposed. Motion approved 3-0.

RESOLUTION #2024-17 DCNR-C2P2 GRANT TO ACCEPT THE TERMS AND CONDITIONS FOR HEUSER PARK PHASE II-MSP:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to adopt Resolution #2024-17 for accepting the terms and conditions for the DCNR-C2P2 Grant for Heuser Park Phase II-MSP. None opposed. Motion approved 3-0.

COMPREHENSIVE PLAN DISCUSSIONS:

Jarrett Lash started the discussion about housing in Upper Merion Township and introduced some guests from the County and Township Boards and Commissions. He explained about Residential Zoning areas R1, R2 and R3. There was a long discussion followed by Public Comments.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to adjourn the meeting at 9:08 pm. None opposed. Motion approved 3-0.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
ZONING WORKSHOP MEETING  
APRIL 4, 2024

The Board of Supervisors of Upper Merion Township met for a Zoning Workshop Meeting on Thursday, April 4, 2024, in the Township Building. The meeting was called to order at 6:28 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were Anthony Hamaday, Township Manager, Amanda Lafty, Assistant Township Manager, Jarrett Lash, Township Planner, John Walko and Tyler Miller, Township Solicitor's Office.

CHAIRPERSON'S COMMENTS: None

DISCUSSIONS:

A. PARCELS WITH SPLIT ZONING DISTRICTS:

Jarrett Lash, Township Planner went over a few split zoning areas that the Township has been dealing with lately. The first one is off of South Gulph Road where there is a residential mixed-use area which is mostly AR but there is also R1 zoning at the front part of those parcels. The other parcel is by Heuser Park where the AG District slightly goes into the R1 backyards. Another plan that the Zoning Hearing Board thinks will be coming for review is for an area around Presbyterian Church and Nursery School on Prince Frederick and Town Center Roads. The Church is in R2 zoning and the School is in the Garden Apartment Zoning. Chairperson Garzillo asked Jarrett to explain that particular zoning.

Jarrett said Garden Apartment Zoning is a small multifamily complex with a maximum of 3 stories and has 100 ft. setback on all sides which acts as a buffer from the surrounding commercial activities. Upper Merion has three Garden Apartment Zoning areas, Kingwood Apartments, Henderson Square, Court 1 and 2, also Tanglewood Apartments. He did note that the Tanglewood Apartments do not have the required 100 ft. setback.

Another example he mentioned is at 1034 Mt. Pleasant Road where a builder wanted to put 4 semi-attached units there but that area is zoned R1. The Board would have to rezone the area to R3 but the Zoning Hearing Board struck that down.

Jarrett said there are a few split zoning areas in the Township which should be identified. By identifying the properties, they can figure out which ones are highly problematic so the Board can address accordingly or maybe they might be interested in making sure none of the parcels have split zoning. Jarrett also mentioned if the Township should adopt something into the Code that would not make it necessary for us to have to go parcel by parcel. They can just address the problematic parcels by advertising and then hold a public hearing for that particular parcel. For the parcels that don't raise a particular issue the Township can look at those split zoning areas and make them into the predominant zone, ex: if a parcel is 51% LI and 49% R1 and the builder wants LI usage then the zoning becomes a LI parcel and if they disagree then they would have to go to ZHB for a Use Variance for the other use on that parcel.

Chairperson Garzillo doesn't feel comfortable about deciding the zoning by the higher percentage and Mr. Walko, Township Solicitor said the Township has to decide soon to establish some type of Ordinance. Someone mentioned that they should audit all the parcels to see how many there are and what category they're in. Ms. Amanda Lafty asked if we can use Tracer to define the parcels. Jarrett said the Townships Zoning Map isn't on Tracer and has to be updated before they can load it into Tracer. Mr. Hamaday said they will have to pull Ordinances to see how the lines were drawn identifying a particular parcel.

Supervisor Waks mentioned that a parcel can be split having mixed-use but some mixed-use can be incompatible with each other. Also, the developer can double up on the mixed-use by calculating it a certain way which can cause problems. So, the Board has to define mixed-use, what can be with what or what's compatible, ex: residential with some commercial, but not residential with a warehouse next to it.

#### B. MURAL AMENDMENT:

Jarrett mentioned this is the third discussion at a Zoning Workshop about murals, where they should be permitted and what content can be permitted on it. Tonight's discussion focuses on deciding what size a mural should be. The Planning Commission wants to look at it as whole, not one project at a time and maybe allowing murals in certain areas only. They referenced the mural on Colonial Electric's wall, which faces Henderson Road, saying any mural that tastefully depicts the history, heritage or cultural events of the local area is encouraged. With that said, Jarrett asked the Board of Supervisors to think where else murals can be permitted or what other use may be permitted for murals in Upper Merion Township. Then he presented a sample scale model wall showing 9 different facades to choose from, 3 for each in different sizes, one in 25%, 33% and 50%. By playing around with the different sizes may help the Board visualize how it would look on the actual wall so they can decide on the parameters.



Chairperson Garzillo and Vice-chair Jenaway feel that the Board has to move forward in implementing a Mural Ordinance for the KOP Mall area soon due to the fact that Netflix is coming to the former Lord & Taylor building and they are requesting murals on their walls. Then they said they can work with maybe the BID later or create a subcommittee to figure out if and where other murals can be permitted in the Township. So, after a long discussion Jarrett said he has a lot of good suggestions to present to the Planning Commission about future murals but would like a decision on the percentage of how big a mural can be. The Board agreed that a mural can cover up to 33% of the wall façade and two walls can have a mural up to 33% coverage on each façade whether it wraps around or is totally separate.

Public Comments: None

ADJOURNMENT:

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Waks, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 5-0. Adjournment occurred at 7:40 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

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Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
WORKSHOP MEETING  
APRIL 4, 2024

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Monday, April 4, 2024, in the Township Building. The meeting was called to order at 7:47 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Tina Garzillo, Carole Kenney and Greg Philips. Also present were: Anthony Hamaday, Township Manager; Amanda Lafty, Assistant Township Manager; John Walko and Tyler Miller, Township Solicitor's Office.

CHAIRPERSON'S COMMENTS: None

REQUEST AUTHORIZATION TO ADVERTISE AND BID THE 2024-2025 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT:

Mr. Tony Hamaday, Township Manager said Upper Merion Township handles this contract for Montgomery County each year so he's asking the Board if we can advertise as the entity for this BID. Once it is open and awarded each of the respected Municipalities would have to award the contract individually as well as Upper Merion Township.

Board Actions:

It was moved by Supervisor Kenney, seconded by Supervisor Waks, all voting "Aye" authorizing Upper Merion Township to advertise and bid the 2024-2025 Montgomery County Consortium Fuel Contract. None opposed. Motion passed 5-0.

DISCUSSIONS:

A. FIRE/EMS TAX CREDITS:

Mr. Tony Hamaday gave the Board a package showing what other municipalities enacted for their Volunteer Fire Company as an incentive.

He mentioned the County is also doing something by providing a credit or refund of real estate taxes. Mr. Hamaday asked the Board of Supervisors if they were interested in doing that in some kind of form for our volunteer residents. If so, they would have to craft an Ordinance to provide that incentive to our Volunteer Firefighters & EMS personnel, which is about 50 residents and will total around \$40,000 each year.

Vice-chair Jenaway ask if the Board wanted to include the General Fund as well as the Fire Protection Fund and he suggested that the credit only applies to the house that the Volunteer lives in. He also mentioned whether to only include firefighters or also include administrative personnel that achieve the threshold of points and the Board can pick the parameters from 20% to 100% for the credit. Mr. Jenaway suggested that we follow whatever percentage the County picks so it stays uniformed and should also include the Volunteer EMS residents. So, the Board agreed to draft an Ordinance allowing Volunteer Firefighters and EMS residents to apply for a credit in 2025 for the 2024 Township portion of their Real Estate Tax.

Public Comments: None

#### B. BUSINESS MEETING AGENDA REVIEW:

Mr. Hamaday said this week's Business meeting might be long due to having two Conditional Use Hearings, swearing in of a new EMS personnel, a proclamation for Local Government Week and two resolutions. He mentioned Don Herbert will be sending a PowerPoint to the Board to go through; it's a presentation to the residents from each department head saying this is what their department can do for them. Then he went over the Consent Agenda for the Agenda for April 11<sup>th</sup> meeting.

Mr. Hamaday mentioned a resident at 458 Coates Street applied for a permit to build a retaining wall in front of his property instead of having a grass slope. The Codes department said he had to request a waiver due to the wall being in the Right of Way. The Board doesn't feel that this issue has to be included in the Business Agenda, the Planning Commission can handle this.

Public Comments: None

ADJOURNMENT:

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Waks, all voting "Aye" to adjourn the meeting. None opposed. Adjournment occurred at 8:40 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

lr  
Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
BUSINESS MEETING  
APRIL 11, 2024

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, April 11, 2024, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:11 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Greg Philips, Tina Garzillo, Carole Kenney and Greg Waks. Also, present was Anthony Hamaday, Township Manager; Jarrett Lash, Twp. Planner; John Walko, Esq., Solicitor's Office and Leanna Colubriale, RVE Township Engineer. Absent was Vice-chair Bill Jenaway.

Meeting Minutes: March 21, 2024 – Business Meeting

Board Actions:

It was moved by Supervisor Kenney, seconded by Supervisor Waks, all voting "Aye" to approve the March 21<sup>st</sup> Business Meeting Minutes. None opposed. Motion passed 4-0.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo announced there was an Executive Session prior to tonight's meeting to discuss legal matters.

CITIZEN BOARD VACANCIES:

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

CC Advisory Board	- 1 Vacancy
CC Advisory Board Student Member	- 1 Vacancy
ECDC Student Member	- 1 Vacancy
Farmers Market Student Member	- 1 Vacancy
Human Relations Commission	- 1 (Alternates)
Media Advisory Board Student Member	- 1 Vacancy
Property Maintenance UCC Board	- 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	- 1 Vacancy (Alternate)

SWEARING IN OF NEW EMS PERSONNEL BY JUDGE PATRICK KROUSE:

Chief James Johnson of Fire and EMS called Mr. Brian Fritz to the podium to be sworn in as a new member of Upper Merion EMT paramedic team. Brian graduated from Upper Darby High School and attended Delaware County Community College where he attained his paramedic certification. He also was a Volunteer Firefighter at Stone Hurst Fire Co. in Delaware County, PA and studied emergency management at Grand Canyon University.

District Judge Patrick Krouse administered Brian's Oath in front of his family and friends then his wife presented him with his badge.

NEW BUSINESS:

A. LOCAL GOVERNMENT WEEK – April 8 -14, 2024:

Chairperson Garzillo asked Supervisor Waks to read Resolution 2024-20 (Local Government Week) since this is actually the week local government is honored. This Resolution will be adopted at next month's Business meeting. After Mr. Waks read the resolution Mrs. Garzillo read a presentation by the PIO (Public Information Office) displaying what each of your local government departments has to offer and/or help our residents.

B. RESOLUTION 2024-18 RE: RECOGNIZING ARBOR DAY

Supervisor Philips read the Arbor Day Resolution which mentioned there will be many activities going on April 26<sup>th</sup>. Upper Merion Township will be honoring Arbor Day with the following activities: a tree identifying activity by UM Shade Tree Commission and those participating they will receive a ready to plant one-foot potted seedling. The Township will be honored for the 48<sup>th</sup> consecutive year by Tree City USA and for the 5<sup>th</sup> consecutive year for the Growth Award by the PA Dept. of Conservation & Natural Resources. Our Public Works Department will plant 6 new trees in April at different parks in Upper Merion and the Valley Forge Optimist Club will present awards for their Earth Day Poster Contest.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Waks, all voting "Aye" to adopt Resolution 2024-18. None opposed. Motion approved 4-0.

C. RESOLUTION 2024-19 RE: RECOGNIZING EARTH DAY

Supervisor Kenney read the Recognizing Earth Day Resolution stating that Upper Merion Township cares deeply about our environment. Earth Day will be celebrated in our community on April 20<sup>th</sup> from 11am to 2pm at the Township Park with live music, crafters, green demos, sustainable products, food vendors, a petting zoo, a beer garden and the annual Earth Day Award Presentations. In addition, at Ross Road Field there will be a bicycle collection and repair service by ZummoBike. On Sunday, April 21<sup>st</sup> from 11am to 2pm there will be a Recycling Event at the Upper Merion Middle School Parking Lot located at 450 Keebler Road. Supervisor Kenney also mentioned that the Township will be giving out reusable bags at several locations due to the plastic bag ban that went into effect this year.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" for the adoption of Resolution 2024-19. None opposed. Motion approved 4-0.

D. CONDITIONAL USE HEARING – NETFLIX, 180 NORTH GULPH ROAD. CONDITIONAL USE APPLICATION OF NETFLIX, 180 NORTH GULPH ROAD TO PERMIT THE FOLLOWING USES – IMMERSIVE THEATER, IMMERSIVE FOOD AND BEVERAGE, LIVE EVENT/CONCERTS AND SCREENING OF MOVIE/TV SHOWS.

Solicitor John Walko adjourned the meeting to open the Public Hearing for Netflix Conditional Use Application and presented three exhibits.

- 1) The Conditional Use Application submitted by the applicant Netflix CPX, LLC which was received by the Township on March 6, 2024.
- 2) The proof of publication for tonight's Hearing in the Times Herald Newspaper published on March 27<sup>th</sup> and April 3, 2024.
- 3) The proof of review of the Conditional Use Application which is a zoning requirement by the Upper Merion Planning Commission that was reviewed and recommended on March 13, 2024.

This application pertains to the previous Lord & Taylor building at the King of Prussia Mall located at 180 N. Gulph Road in the SE Shopping Center Zoning District. The relief is sought under Section 165-22A and accompanying table CD1 which does permit performing arts facilities and movie theaters by conditional use in the SC Shopping Center District. Netflix application proposes a multi-format entertainment venue pursuant to that use, including interactive and immersive experiences. At this time, Mr. Walko turned the meeting over to Netflix attorney Ms. Amy Farrell, who gave a short description about what Netflix is proposing and she introduced Mr. Gregory Lombardo, Mr. Brent Nikolin and Ms. Tingting Wei.

Next, Mr. Walko swore in the three representative from Netflix and proceeded with the hearing. Mr. Lombardo, Vice President of Netflix Live Experiences said a few years ago Netflix launched touring experiences of all their genres around the world for all ages. Those tours provided Netflix the knowledge to learn what their fans loved by seeing themselves in the stories, this basically created the foundation for Netflix House. Netflix House is a permanent entertainment destination intended to gather Netflix fans and he feels King of Prussia Mall is a great destination that we want to place our Netflix House.

Netflix wants to deliver the unexpected experience every day by offering a variety of entertainment to fans which also includes food and beverage experience offerings. Netflix will have local artists bringing that environment to life in new and engaging ways where fans can come together to celebrate each day. At the heart of the Netflix House is this constantly rotating offering of ticketed immersive experiences that are based on the shows and movies you see on Netflix. In addition, to the shows changing they will also feature food that was created by some of their All-Star Chefs that you see on Netflix, which would be seasonal and update regularly.

Mr. Lombardo said they will also have exclusive merchandise to purchase which will only be available at Netflix House and that merchandise would rotate on a regular basis. They feel by having this immersive experience for audiences of all ages will make Netflix House a really terrific part of the King of Prussia Mall.

Mr. Nikolin, Senior Program Manager at Netflix, who designs the construction and layout of Netflix House went over the plans for the former Lord & Taylor's store which is 120,000 sq. ft. He said a third of the building will be their "Back of House", located on the first floor, which is their services for set prep, a third is for the experience rooms and the last third of the building is the Marketplace, which is where food, beverage and retail items will be sold.

The Theatre will show Netflix shows or movies and the two larger rooms will be for immersive experiences like Stranger Things or Squid. The experiences are timed ticketed events that will change throughout the year and they could have from 120 to 200 people going through those spaces.

Mr. Nikolin also said the first floor will have 2 entrances, one from the Mall and one outside entrance plus two emergency exits. The second floor will only have one entrance from the Mall as well as elevators and steps to go up and down. The Marketplace will be on the second floor along with two smaller rooms and cutout/balcony to look down into the two large experience rooms.

Next, Ms. Mei, Producer for Netflix House, responsible for creative development and design of the Netflix House addressed the Board. She said Netflix specified 10 different usage type categories/spaces within Netflix House, which includes ticketed and free areas to experience. She went into further detail regarding the areas and explained that they will change throughout the year.

Finally, Ms. Farrell briefly summarized what's already allowed in the SC Shopping District and what Netflix is asking for by Conditional Use. Mr. Walko asked her if the Netflix presentation can be marked as Exhibit 2 as a demonstrative exhibit only and she agreed, next he asked the Board if they had any questions.

Supervisor Philips asked a few questions which Ms. Farrell and the team answered. They noted that they would like to open by the 4<sup>th</sup> quarter of 2025. Supervisor Waks thanked Netflix for their presentation and asked if they were applying for a liquor license, which Mr. Farrell responded in due time. Chairperson Garzillo asked if they worked with the Mall about staying open later and how would that be handled with locking the Mall parking gates? Mr. Nikolin said they have been talking with Mall management and will be working out the details as they come closer to opening.

With that said Mr. Walko asked if there were any Public comments. Hearing and seeing none he admitted the submissions of Netflix exhibits, closed the record and the hearing to adjourn back to the Business meeting for a vote on the Conditional Use application.

#### Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to approve the Conditional Use Application for Netflix. None opposed. Motion approved 4-0.

#### E. CONDITIONAL USE HEARING – WESTOVER COMPANIES, 550 AMERICAN AVENUE FOR THE CONVERSION OF THE EXISTING 3 STORY OFFICE BUILDING AT 550 AMERICAN AVENUE IN THE KPMU ZONING DISTRICT INTO A MULTIFAMILY DWELLING WITH 20 RESIDENTIAL APARTMENTS.

Solicitor John Walko adjourned the meeting to open the Public Hearing for Westover Companies Conditional Use Application and presented three exhibits.

- 1) The Conditional Use Application submitted by the applicant Westover Co., LLC which was received by the Township on March 5, 2024.
- 2) The proof of publication for tonight's Hearing in the Times Herald Newspaper published on March 27<sup>th</sup> and April 3, 2024.
- 3) The proof of review of the Conditional Use Application by the Upper Merion Planning Commission that was reviewed on March 27, 2024.

This application made pursuant to Section 165 & 160.2 which permits a conversion of an existing 30 thousand sq. ft. three story office building into a multifamily dwelling with proposed 20 residential apartments. Apartments are permitted by Conditional Use in the KPMU subject to certain conditions.



Then Mr. Walko turned the meeting over to the applicants representative Mr. Mark DeMinico.

Mr. DeMinico is the attorney for Executive Suites & Offices LP, which is also known as Westover Companies and owned by the Wiesenberger Family. He presented a certified survey which indicates the property is owned by Executive Suites & Offices LP as exhibit A1. This property consisting of 22.2 acres of ground, on which the office building is located, is referred to as 550 American Avenue. There are also five apartment buildings towards the right know as Valley Forge Suites totaling 356 units plus there are 3 more office buildings on that property. Next, he introduced Mr. Dave McManus, Vice President of Westover Property Management Company and Mr. Jeffrey Ivins, who is the architect. Both men were sworn in before giving testimony. Mr. McManus said due to the market changing they want to convert one of their 4 office buildings into apartments which still leaves 3 office building with approximately 185,000 sq. ft. of space.

Next, Mr. DeMinico said that his client's plan meant all the requirements to convert the office space into apartments within the KPMU District. He went over all the criteria that must be met with Mr. McManus and said the architect will review the floor plans later showing how all the requirements will be completed. Then, Mr. DeMinico asked Mr. McManus what amenities would be provided for all the residents and Mr. McManus said there will be a swimming pool, gym, common open space and landscaping around the property. Mr. DeMinico said his client's multifamily plan is consistent with the Township's Comprehensive Plan for mixed use and complies with the zoning ordinance. He also said there are 1,123 parking spaces and only 1,071 are required once they convert the property so there is more than adequate parking.

Finally, Mr. DeMinico asked Mr. McManus if the apartments will have adequate public facilities including water, sewage, fire protection and stormwater control. Mr. McManus replied they comply with all but believe the sewer would probably require additional EDUs which they're prepared to purchase. He also believes this Conditional Use will not be detrimental to other uses of the property in the vicinity.

Supervisor Waks asked what the monthly price will be for one bedroom compared to the two-bedroom apartment, Mr. MaManus replied between \$1,500 to \$2,500 hundred per month same as the other 5 apartment buildings there. He said this building will be incorporated with the existing 5 buildings known as the Valley Forge Suites. Mr. Waks asked him how does that compare to the average rental apartment in Upper Merion Township. Mr. MaManus said considerably less expensive compared to the Town Center apartments. Finally, Mr. Waks asked if the rental price included utilities and Mr. MaManus stated in the negative.

Supervisor Kenney asked how old is the building being renovated is. Mr. MaManus said it was built in the mid 80's. She also asked how many more EDUs they would need to convert this property, he said about 6 more. In addition, she asked since there will be extra parking spaces can they make them green space. He stated that some of the extra spaces would be used to make the patios for the lower apartments.

Mr. DeMinico then presented Mr. Ivins' CV/Resume as exhibit A3 confirming his status with the Board as an Architect and asked him to explain the floor plan for the conversion of the building. Mr. Ivins said on the first floor there will be 7 apartments with patios to meet the balcony requirements and on the second floor there is the leasing office, the fitness gym and the indoor bicycle storage, in addition there is bicycle parking spaces outside of the building. Also, there are about 6 apartments on the second floor with 3 of them having a balcony. Finally, the third floor has 7 apartments that mirrors the ground floor and all 20 apartments have a washer and dryer.

Chairperson Garzillo said the applicant should have presented this plan at a BOS Workshop before coming tonight for approval and Supervisor Philips asked the applicant to go over the plans again.

Mr. Ivins walked over to the plans explaining the layout of the different floors and how the building is built on a slope. So, some of the first floor is partially underground and some of the second floor has a bridge like slope connecting to ground level. He also said that they are adding a 2500# elevator to the building that can handle furniture when moving in and out. Next Mr. DeMinico ask for admission of A1 to A3 exhibits.

With that said Mr. Walko asked if there were any Public comments. Hearing and seeing none he admitted the submissions of their 3 exhibits, closed the record and the hearing to adjourn back to the Business meeting so this application could be voted upon the Board of Supervisors.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney. At this time Supervisor Waks asked the Board to take this matter under advisement. After a discussion with Mr. Walko, the Board was told that they have 45 days to decide. So, Supervisor Philips withdraw his motion so the applicant can attend the BOS Workshop on May 2<sup>nd</sup> to continue discussions. With that said Mr. Walko didn't close the record due to a contingency and said after the Workshop the applicant will appear at the next Business Meeting on May 9, 2024 to continue this hearing.

At that time Mr. Walko adjourned the hearing for the night saying it will be continued.

F. CONSENT AGENDA re:

1. Business Tax Appeal Settlement – Approval of a Business Tax Appeal submitted by Oliver Sprinkler Co., Inc, 501 Feheley Drive, King of Prussia, for the tax years 2021 & 2022 in the amount of \$11,772 which represents the penalty for both tax years.
2. Business Tax Appeal Settlement – Approval of a Business Tax Appeal submitted by TK Elevator Corp, 250 King Manor Drive, King of Prussia, in the amount of \$12,137.91, which represents the penalty for tax years.
3. Permission to set and advertise a public hearing on a proposed Ordinance amending Chapter 165, Zoning of the Township Code, Article XXVII, Signs, to provide regulations for murals in certain zoning districts at the June 13, 2024 regular Business meeting.
4. Financial Escrow Security Release– 3700 Horizon Drive - Approval of Escrow Release in the amount of \$83,621.00 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
5. Upper Merion Township Library Evaluation: Approval of a professional service agreement to evaluate rainwater intrusion in the Library in the amount of \$6,600 with ARRO Consulting, Inc. of Birdsboro, Pennsylvania, as recommended by the Director of Public Works.

6. Land Development Plan Extension – Abbonizio Real Estate Partnership, 316 W. Church Road request extension of time until August 15, 2024.

Board Action:

It was moved by Supervisor Kenny, seconded by Supervisor Philips, all voting “Aye” to approve the Consent Agenda as presented. None opposed. Motion approved 4-0.

G. RESOLUTION 2024-21 – re: APPOINTMENT OF TOWNSHIP PENSION PLAN ADMINISTRATOR – AIMEE BROUSE:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting “Aye” for the adoption of Resolution 2024-21. None opposed. Motion approved 4-0.

H. MOTION TO APPROVE SETTLEMENT AGREEMENT FOR RETURN OF TAX COLLECTION RECORDS REQUESTED BY TOWNSHIP, CCP MONTGOMERY, 2023-07565:

Board Action:

It was moved by Supervisor Kenny, seconded by Supervisor Philips, all voting “Aye” to approve the Settlement Agreement for return of Tax Collection Records. None opposed. Motion approved 4-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting “Aye” to approve the Accounts Payables for invoices processed from March 14, 2024 to April 3, 2024 and Payrolls dated March 1<sup>st</sup>, 15<sup>th</sup> and 29<sup>th</sup> of 2024 for a total of \$4,713,549.85. None opposed. Motion approved 4-0.

ADDITIONAL BUSINESS: None

Board Comments:

Supervisor Waks wished all the Jewish residents a Happy Passover. He also mentioned since Passover and the Primary Election are on the same date this year residents from King 1 and 2 voting section in Upper Merion will be voting at Gulph Elementary School.

Public Comments:

Residents Tom & Debbie Welch and Dan & Lori Price from Riverview Road said the house next door became a rental 10 months ago and they have not been having their trash picked up. After it accumulates for a while and animals pick it apart they move it somewhere else.

The house is in disrepair and they have contacted the Codes Department several times and are very frustrated so they're asking for guidance. Mr. Hamaday said he will have Property Maintenance call them and inspect the property.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to adjourn the meeting at 9:25 pm. None opposed. Motion approved 4-0.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

lr  
Minutes Approved:  
Minutes Entered:

**CITIZEN BOARDS/COMMISSIONS VACANCIES**  
**AS OF MAY 9, 2024**

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**Current Vacancies:**

Community Center Advisory Board	- 1 Vacancy
CC Advisory Board Young Adult	- 1 Vacancy
ECDC	- 1 Vacancy
ECDC Young Adult Member	- 1 Vacancy
Environmental Advisory Council	- 1 Vacancy
Farmers Market Advisory Board	- 1 Vacancy
Farmers Market Young Adult	- 1 Vacancy
Human Relations Commission	- 1 Vacancy (Alternate)
Media Advisory Board Young Adult	- 1 Vacancy
Property Maintenance/UCC Boards	- 1 Vacancy (Alternate)
Public Safety Board Young Adult	- 1 Vacancy
Upper Merion Foundation Sub-Committee	- 1 Vacancy
Upper Merion Historical Commission	- 2 Vacancies
UM Historical Young Adult	- 1 Vacancy
Zoning Hearing Board Alternate Member	- 1 Vacancy

## RESOLUTION 2024-20

### Upper Merion Township Celebrates Pa. Local Government Week April 8-14

Pennsylvania Local Government Week is April 8-14, and **Upper Merion Township** is proud to join communities across the state in recognizing the critical role that local government plays in the lives of our residents and businesses.

In these challenging times, ensuring that our community has access to essential infrastructure is more crucial than ever. From well-maintained roads and bridges to reliable water and sewer systems, trash collection, and public safety services, our local government provides the backbone for our daily lives. And now, broadband internet service has become an integral and essential part of the new infrastructure.

**Upper Merion Township**, along with over **1,400 other townships** in Pennsylvania, are the “boots on the ground” in helping the community stay safe and persist through whatever challenges present themselves.

According to Board of Supervisors Chair, Tina Garzillo, “Our dedicated township supervisors understand our community intimately because they live and work here. Local government works in Pennsylvania because we are committed to solving problems with a practical, common-sense approach.”

Established to be a direct reflection and representation of the people who live there, townships are places where residents have a voice in what happens and where services provided do not exceed what the community needs or can afford. Our neighbors oversee these efforts, working tirelessly to meet the needs of our fellow residents.

“As we celebrate **Local Government Week**, let us recognize the vital role that townships play in our democratic system. We are on the front lines, serving our community every day, regardless of the challenges we face”.

RESOLVED this 9<sup>th</sup> day of May, 2024, by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS

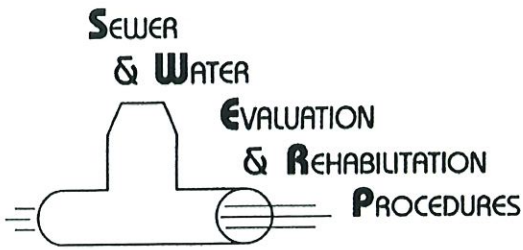
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Anthony Hamaday  
Township Manager  
Secretary/Treasurer

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Tina Garzillo, Chairperson





April 30, 2024

**Price Quotation**

Mr. Todd Lachenmayer  
 Upper Merion Township  
 175 West Valley Forge Road  
 King of Prussia, PA 19406

**Re: Cured in Place Pipelining of Smith Farms Development  
 Winthrop Lane, Tannery Drive and Sentry Lane - Upper Merion Township, PA**

<u>Item</u>	<u>Quan</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	1	LS	Furnish and Install +/- 50 Linear Feet of 15" Dia. x 7.5mm Thickness Cured In Place Pipeliners (Two Runs)	\$16,400.00	\$16,400.00
2	1	LS	Furnish and Install +/- 424 Linear Feet of 18" Dia. x 9mm Thickness Cured In Place Pipeliners (Three Runs)	\$49,000.00	\$49,000.00
3	1	LS	Furnish and Install +/- 230 Linear Feet of 30" Dia. x 13.5mm Thickness Cured In Place Pipeliner (Two Runs)	\$62,100.00	\$62,100.00
4	1	LS	Furnish and Install +/- 150 Linear Feet of 36" Dia. x 15mm Thickness Cured In Place Pipeliner (One Run)	\$48,800.00	\$48,800.00
				<b>Total</b>	<b>\$176,300.00</b>

**Project Notes:**

Pricing for Items 1-4 is based on installation of 15", 18", 30" and 36" diameter cured in place pipeliners in lengths and wall thicknesses as stated above. Liner thickness are designed in accordance with ASTM F-1216 Standards for fully deteriorated host pipes. Pipeliners will be installed by the air inversion process and will be steam cured per manufacturer's recommended procedures. Liners will be constructed of Polyester felt layers with plastic membrane and are saturated with thermosetting polyester resin. Pricing includes bypass pumping of flows with up to a 3" dia. pump and layflat discharge hose. Pricing includes pre/post lining videos submitted on USB drive.

Inlet Tops may need to be removed and replaced by Upper Merion Township to install the 30" and 36" pipeliners on Sentry Lane and Tannery Drive. The need for this work will be determined during the TV Inspection Phase of the Project.

Submittal documents are attached for our proposed Ferratex Cured in Place Pipeliner.

Pricing includes traffic cones and Road Work Ahead Signs around our immediate work areas for maintenance of traffic. Additional traffic control is to be provided by Upper Merion Township, if required.

SWERP is a participating vendor under the PA Costars Program (Vendor No. 354144, Contract 016-E23-330.)

**Exclusions:**


Bonds, permits, prevailing/union wages and insurance beyond SWERP's Policy are excluded from our pricing.

All cleaning of pipes to be lined is to be performed By Others. SWERP will rinse each line immediately prior to installation of liners.

Access to an on-site, high volume water sources (fire hydrant, etc.) is required for this project and is to be provided By Upper Merion Township.

Restoration of deteriorated flow channels, if required to install liners, is excluded from our pricing.

Quotation Prepared By:

  
 Alfred De Vincent  
 Estimator





# GoreCon, Inc

3240 BRISTOL ROAD • CHALFONT, PA 18914 • P: 267.880.0890 • F: 267.880.0892

<b>To:</b>	Upper Merion Township	<b>Contact:</b>	
<b>Address:</b>	175 West Valley Forge Road, King of Prussia, PA 19406 King of Prussia, PA 19406	<b>Phone:</b>	(610) 265-2606
<b>Project Name:</b>	2-24-23 Upper Merion Nor View Farm Retaining Wall	<b>Fax:</b>	(610) 279-9962
<b>Project Location:</b>		<b>Bid Number:</b>	
		<b>Bid Date:</b>	2/24/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Phase 1</b>						
1	1	Mobilization	1.00	LS	\$1,532.99	\$1,532.99
2	2	Excavate Wall Area To Grade 120' X 4' X 4'	72.00	CY	\$158.79	\$11,432.88
3	3	Excavate For Wall Footing & Install 2A Aggregate 120' X 3' X 3'	40.00	CY	\$226.04	\$9,041.60
4	4	Install Wall Blocks & Caps 120' X 16' 1920 SF	1,920.00	SF	\$96.23	\$184,761.60
5	5	Install Drain Pipe, 2B Aggregate & Separation Fabric	1.00	LS	\$52,089.29	\$52,089.29
6	6	Install 12" Topsoil On Top Of Wall, Seed & Mulch 120 X 8 X 1	36.00	CY	\$238.11	\$8,571.96
<b>Total Price for above Phase 1 Items:</b>						<b>\$267,430.32</b>
<b>Phase 2</b>						
7	7	Mobilization	1.00	LS	\$1,532.99	\$1,532.99
8	8	Excavate Wall Area To Grade 170' X 20' X 10'	1,260.00	CY	\$60.56	\$76,305.60
9	9	Excavate For Wall Footing & Install 2A Aggregate 170' X 4' X 3'	76.00	CY	\$267.06	\$20,296.56
10	10	Install Wall Block & Caps 120' X 16' 2720 SF	2,720.00	SF	\$102.32	\$278,310.40
11	11	Install Drain Pipe, 2B Aggregate & Separation Fabric	1.00	LS	\$72,492.72	\$72,492.72
12	12	Install 12" Topsoil, Seed, Mulch 170 X 25 X 1	158.00	CY	\$248.41	\$39,248.78
<b>Total Price for above Phase 2 Items:</b>						<b>\$488,187.05</b>
<b>Phase 3</b>						
13	13	Mobilization	1.00	LS	\$1,532.99	\$1,532.99
14	14	Excavate Wall Area To Grade 120' X 4' X 4'	72.00	CY	\$158.79	\$11,432.88
15	15	Excavate For Wall Footing & Install 2A Aggregate 120' X 3' X 3'	40.00	CY	\$226.04	\$9,041.60
16	16	Install Wall Blocks & Caps 120' X 16' 1,920 SF	1,920.00	SF	\$96.23	\$184,761.60
17	17	Install Drain Pipe, 2B Aggregate & Separation Fabric	1.00	LS	\$52,089.29	\$52,089.29
18	18	Install 12" Topsoil, Seed, Mulch 120 X 8 X 1	36.00	CY	\$238.11	\$8,571.96
<b>Total Price for above Phase 3 Items:</b>						<b>\$267,430.32</b>

**Total Bid Price: \$1,023,047.69**

**Notes:**

- The above prices do not include Permits, Bonds or inspection fees
- Engineering and Layout is not included
- Items not specifically Detailed in the attached list of tasks
- Job is based on line items listed, any deviation or deletion may result in an increase to remaining items.
- Traffic Control is included

- Once on site and removal process is started, should it be found that additional work is needed above and beyond what is quoted, we will notify owner immediately to discuss.
- Escalator Clause - Our Price is based on this months Asphalt index. Gorecon inc shall have the right to increase the contract price of the items specified in an amount equal to any increase in costs occurring subsequent to the date of this proposal( herein after referred to as " Base Date") Any increases will be verified by proper documentation and forwarded to owner with proof of price for payment
- Due to the volatility of todays Market, our suppliers will not guarantee pricing on most materials unless in stock. Along with that there are fuel surcharges on all materials/ supplies to be determined at time of installation.
- Prevailing wages are not included.
- Proposal based on installing a tiered wall utilizing E'P' Henry Segmental Wall Blocks

**Payment Terms:**

Payment is Due - 30 Days

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Your Company Name</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Edward Rodenberger estimating@goreconinc.com</p>
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**FINANCIAL SECURITY RELEASE NO. 9**

**Municipality:** Upper Merion Township  
**Development:** 3700 Horizon Drive Building Expansion  
**Developer:** Horizon Drive Group LP  
**Location:** 3700 Horizon Drive  
**RVE File No.:** PMUMP190  
**Date:** 5/4/2024

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Previous Amount	Current Security Release		Amount Remaining
						Quantity	Amount	
<b>Erosion Controls</b>								
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
145	LF	12" Silt Fence	\$3.50	\$507.50	\$507.50	0	\$0.00	\$0.00
801	LF	12" Compost Filter Sock	\$9.00	\$7,209.00	\$7,209.00	0	\$0.00	\$0.00
1260	LF	24" Compost Filter Sock	\$15.00	\$18,900.00	\$18,900.00	0	\$0.00	\$0.00
13	EA	Inlet Protection	\$175.00	\$2,275.00	\$2,275.00	0	\$0.00	\$0.00
1084	SY	Erosion Control Blanket	\$8.00	\$8,672.00	\$8,672.00	0	\$0.00	\$0.00
1	LS	Maintenance of Controls	\$500.00	\$500.00	\$500.00	0	\$0.00	\$0.00
<b>Demolition</b>								
164	LF	15" Pipe	\$21.00	\$3,444.00	\$3,444.00	0	\$0.00	\$0.00
223	LF	18" Pipe	\$24.00	\$5,352.00	\$5,352.00	0	\$0.00	\$0.00
150	LF	24" Pipe	\$36.00	\$5,400.00	\$5,400.00	0	\$0.00	\$0.00
153	LF	36" Pipe	\$60.00	\$9,180.00	\$9,180.00	0	\$0.00	\$0.00
4	EA	Inlets	\$500.00	\$2,000.00	\$2,000.00	0	\$0.00	\$0.00
1548	LF	Concrete Curb	\$3.50	\$5,418.00	\$5,418.00	0	\$0.00	\$0.00
940	SF	Concrete	\$1.25	\$1,175.00	\$1,175.00	0	\$0.00	\$0.00
1240	LF	6' Chain Link Fence	\$4.00	\$4,960.00	\$4,960.00	0	\$0.00	\$0.00
5	EA	Signs	\$10.00	\$50.00	\$50.00	0	\$0.00	\$0.00
5	EA	Bollard Lights	\$100.00	\$500.00	\$500.00	0	\$0.00	\$0.00
3	EA	Light Pole	\$200.00	\$600.00	\$600.00	0	\$0.00	\$0.00
3351	SY	Asphalt	\$8.50	\$28,483.50	\$28,483.50	0	\$0.00	\$0.00
<b>Site Work</b>								
5	EA	6" Tree Removal	\$465.00	\$2,325.00	\$2,325.00	0	\$0.00	\$0.00
2	EA	8" Tree Removal	\$525.00	\$1,050.00	\$1,050.00	0	\$0.00	\$0.00
3	EA	10" Tree Removal	\$575.00	\$1,725.00	\$1,725.00	0	\$0.00	\$0.00
8	EA	12" Tree Removal	\$620.00	\$4,960.00	\$4,960.00	0	\$0.00	\$0.00
1	EA	13" Tree Removal	\$640.00	\$640.00	\$640.00	0	\$0.00	\$0.00
7	EA	14" Tree Removal	\$660.00	\$4,620.00	\$4,620.00	0	\$0.00	\$0.00
7	EA	15" Tree Removal	\$680.00	\$4,760.00	\$4,760.00	0	\$0.00	\$0.00
5	EA	16" Tree Removal	\$700.00	\$3,500.00	\$3,500.00	0	\$0.00	\$0.00
9	EA	18" Tree Removal	\$735.00	\$6,615.00	\$6,615.00	0	\$0.00	\$0.00
1	EA	19" Tree Removal	\$770.00	\$770.00	\$770.00	0	\$0.00	\$0.00
1	EA	20" Tree Removal	\$800.00	\$800.00	\$800.00	0	\$0.00	\$0.00
2	EA	24" Tree Removal	\$925.00	\$1,850.00	\$1,850.00	0	\$0.00	\$0.00
1	EA	26" Tree Removal	\$975.00	\$975.00	\$975.00	0	\$0.00	\$0.00
1	EA	28" Tree Removal	\$1,025.00	\$1,025.00	\$1,025.00	0	\$0.00	\$0.00

1	EA	32" Tree Removal	\$1,125.00	\$1,125.00	\$1,125.00	0	\$0.00	\$0.00
1	EA	34" Tree Removal	\$1,175.00	\$1,175.00	\$1,175.00	0	\$0.00	\$0.00
1	EA	35" Tree Removal	\$1,200.00	\$1,200.00	\$1,200.00	0	\$0.00	\$0.00
1	EA	36" Tree Removal	\$1,225.00	\$1,225.00	\$1,225.00	0	\$0.00	\$0.00
1	EA	42" Tree Removal	\$1,540.00	\$1,540.00	\$1,540.00	0	\$0.00	\$0.00
1527	CY	Excavation	\$4.50	\$6,871.50	\$6,871.50	0	\$0.00	\$0.00
1527	CY	Fill	\$2.00	\$3,054.00	\$3,054.00	0	\$0.00	\$0.00
<b>Stormwater Management</b>								
505	LF	6" HDPE	\$32.00	\$16,160.00	\$16,160.00	0	\$0.00	\$0.00
134	LF	12" HDPE	\$37.00	\$4,958.00	\$4,958.00	0	\$0.00	\$0.00
1001	LF	15" HDPE	\$38.00	\$38,038.00	\$38,038.00	0	\$0.00	\$0.00
206	LF	18" HDPE	\$42.00	\$8,652.00	\$8,652.00	0	\$0.00	\$0.00
2	EA	15" Yard Inlets	\$160.00	\$320.00	\$320.00	0	\$0.00	\$0.00
57	LF	12" Trench Drain	\$200.00	\$11,400.00	\$11,400.00	0	\$0.00	\$0.00
2	EA	15" Cleanouts	\$100.00	\$200.00	\$200.00	0	\$0.00	\$0.00
4	EA	Type 'C' Inlet	\$2,500.00	\$10,000.00	\$10,000.00	0	\$0.00	\$0.00
5	EA	Type 'M' Inlet	\$2,500.00	\$12,500.00	\$12,500.00	0	\$0.00	\$0.00
1	EA	Outlet Structure	\$4,500.00	\$4,500.00	\$4,500.00	0	\$0.00	\$0.00
2	EA	Storm Manhole	\$3,500.00	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00
1	EA	Connect to Existing Storm Manhole	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
80	EA	Storm Capture SC2 Module	\$8,000.00	\$640,000.00	\$640,000.00	0	\$0.00	\$0.00
3413	CY	Basin Excavation	\$6.00	\$20,478.00	\$20,478.00	0	\$0.00	\$0.00
16380	SF	Sandwich Basin Liner	\$5.00	\$81,900.00	\$81,900.00	0	\$0.00	\$0.00
<b>Utilities</b>								
450	LF	6" PVC Sanitary Lateral	\$47.00	\$21,150.00	\$21,150.00	0	\$0.00	\$0.00
4	EA	6" Cleanouts	\$100.00	\$400.00	\$400.00	0	\$0.00	\$0.00
1	EA	Y' Connection to existing sanitary main	\$1,000.00	\$1,000.00	\$1,000.00	0	\$0.00	\$0.00
<b>Paving and Concrete</b>								
8332	SY	1.5" Wearing Surface	\$9.00	\$74,988.00	\$74,988.00	0	\$0.00	\$0.00
7828	SY	2.5" Binder Course	\$11.00	\$86,108.00	\$86,108.00	0	\$0.00	\$0.00
504	SY	6" Base Course	\$20.00	\$10,080.00	\$10,080.00	0	\$0.00	\$0.00
7828	SY	6" 2A Stone Base	\$12.00	\$93,936.00	\$93,936.00	0	\$0.00	\$0.00
504	SY	8" 2A Stone Base	\$15.00	\$7,560.00	\$7,560.00	0	\$0.00	\$0.00
8313	SF	Concrete Sidewalk	\$7.00	\$58,191.00	\$58,191.00	0	\$0.00	\$0.00
3042	LF	Concrete Curb	\$28.00	\$85,176.00	\$85,176.00	0	\$0.00	\$0.00
2	EA	ADA Curb Ramps	\$1,500.00	\$3,000.00	\$3,000.00	0	\$0.00	\$0.00
550	SF	Concrete Pad	\$9.00	\$4,950.00	\$4,950.00	0	\$0.00	\$0.00
<b>Lighting and Landscaping</b>								
15	EA	Pole Mounted Light w/ Conduit & Wiring	\$3,000.00	\$45,000.00	\$45,000.00	0	\$0.00	\$0.00
6	EA	Double Pole Mounted Light w/ C & W	\$4,000.00	\$24,000.00	\$24,000.00	0	\$0.00	\$0.00
166	EA	Shade Trees	\$400.00	\$66,400.00	\$66,400.00	0	\$0.00	\$0.00
51	EA	Ornamental Trees	\$350.00	\$17,850.00	\$17,850.00	0	\$0.00	\$0.00
63	EA	Evergreen Trees	\$250.00	\$15,750.00	\$15,750.00	0	\$0.00	\$0.00
382	EA	Shrubs	\$125.00	\$47,750.00	\$47,750.00	0	\$0.00	\$0.00
3740	EA	Ground Cover	\$3.00	\$11,220.00	\$11,220.00	0	\$0.00	\$0.00
8100	SF	Topsoil and Permanent Seeding	\$1.50	\$12,150.00	\$12,150.00	0	\$0.00	\$0.00

**Miscellaneous**

1	LS	As-Builts	\$3,000.00	\$3,000.00	\$0.00	0	\$0.00	\$3,000.00
140	LF	Retaining Wall	\$180.00	\$25,200.00	\$25,200.00	0	\$0.00	\$0.00
7	EA	Handicap Parking Signs	\$250.00	\$1,750.00	\$1,750.00	0	\$0.00	\$0.00
1	EA	Stop Sign	\$200.00	\$200.00	\$200.00	0	\$0.00	\$0.00
1	EA	Stop Bar	\$100.00	\$100.00	\$100.00	0	\$0.00	\$0.00
7	EA	Handicap Painted Symbol	\$125.00	\$875.00	\$875.00	0	\$0.00	\$0.00
1	EA	Crosswalk	\$250.00	\$250.00	\$250.00	0	\$0.00	\$0.00
5944	LF	4" Paint Line	\$0.75	\$4,458.00	\$4,458.00	0	\$0.00	\$0.00
36	LF	Dumpster Enclosure	\$25.00	\$900.00	\$900.00	0	\$0.00	\$0.00
1	LS	Traffic Control and Protection	\$2,000.00	\$2,000.00	\$2,000.00	0	\$0.00	\$0.00

Subtotal:	\$1,742,179.50	\$1,739,179.50	\$0.00	\$3,000.00
Contingency:	+ \$174,217.95	\$0.00	+ \$173,917.95	\$300.00
Subtotal With Contingency:	\$1,916,397.45	\$1,739,179.50	\$173,917.95	\$3,300.00

**Summary of Financial Security Release No. 9**

<b>Total Amount of Current Financial Security Release:</b>	<b>\$173,917.95</b>
Total Amount of All Financial Security Released To Date, Including Current Release:	\$1,913,097.45
Total Amount of All Financial Security Remaining, Including Contingency:	\$3,300.00

Sign and Date Below:

\_\_\_\_\_  
Horizon Drive Group LP

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

\_\_\_\_\_  
Township Engineer

\_\_\_\_\_  
Township Chair of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code





ARRO Consulting, Inc.  
1450 East Boot Road, Ste 100B  
West Chester, PA 19380  
P: (484) 999-6150

VIA ELECTRONIC MAIL

May 1, 2024

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

RE: 2024 Road Resurfacing Program  
Award Recommendation Letter  
ARRO #10962.26

Dear Mr. Hamaday:

The Bid Opening for the above-referenced project occurred on April 29, 2024, with five (5) Bids being received. The low bid was submitted by Highway Materials, Inc. in the amount of \$887,423.60, as shown in the enclosed bid tabulation.

ARRO has reviewed the Bid Documents submitted and found the Bid to have been properly completed and executed. Therefore, we recommend the 2024 Road Resurfacing Program be awarded to Highway Materials, Inc. for the contract amount of \$887,423.60.

We trust that this information will be of assistance to the Township. Please feel free to call me at (484) 999-6359 or contact me via email at [alberto.vennettilli@arroconsulting.com](mailto:alberto.vennettilli@arroconsulting.com) with any questions.

Sincerely,

ARRO Consulting, Inc.

*Alberto Vennettilli*

Alberto Vennettilli, P.E.  
Assistant Vice President

AV:amv

Encl.

Cc: Todd Lachenmayer, Public Works Superintendent – Upper Merion Township

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

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

**UPPER MERION TOWNSHIP, MONTGOMERY COUNTY**

**2024 ROAD RESURFACING PROGRAM**

**BID OPENING: APRIL 29, 2024**

#	Items	Unit	Total Cost Quantity	Highway Materials Inc		Allan Myers LP		Glasgow, Inc		Innovative Construction Services, Inc.		General Asphalt Paving	
				\$887,423.60		\$922,222.00		\$937,314.47		\$1,008,996.90		\$1,011,142.00	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Milling of Bituminous Pavement, 1.5' Depth	SY	61715	\$2.30	\$141,944.50	\$3.30	\$203,659.50	\$2.83	\$174,659.45	\$3.05	\$188,230.75	\$2.88	\$177,739.20
#0-2	Trackless Tack Coat per PennDOT Standards	SY	61715	\$0.30	\$18,514.50	\$0.45	\$27,771.75	\$0.29	\$17,897.35	\$0.40	\$24,688.00	\$0.25	\$15,428.75
#0-3	Superpave Volumetric Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 to 30.0 MILLION ESALS, 8.5 mm Mix, SRL-H	TONS	6249	\$86.00	\$537,414.00	\$85.00	\$531,165.00	\$89.08	\$556,660.92	\$97.85	\$611,464.65	\$93.91	\$586,843.59
#0-4	Milling to 6" Depth for Base Repair	SY	2976	\$7.00	\$20,832.00	\$0.01	\$29.76	\$6.40	\$19,046.40	\$5.00	\$14,880.00	\$8.71	\$26,920.96
#0-5	Superpave Volumetric Asphalt Mixture Design, WMA Base Course, PG 64-22, 0.3 to 30.0 MILLION ESALS, 28 mm Mix, 6" Depth	TONS	837	\$82.00	\$68,634.00	\$90.00	\$75,330.00	\$96.15	\$80,477.55	\$78.00	\$66,123.00	\$101.00	\$84,537.00
#0-6	Replace 6'x6' Traffic Loop Detectors	EA	20	\$1,250.00	\$25,000.00	\$1,200.00	\$24,000.00	\$1,288.00	\$25,760.00	\$1,250.00	\$25,000.00	\$1,500.00	\$30,000.00
#0-7	Replace 6'x40' Traffic Loop Detectors	EA	3	\$6,800.00	\$20,400.00	\$1,900.00	\$5,700.00	\$2,040.00	\$6,120.00	\$6,900.00	\$20,700.00	\$2,200.00	\$6,600.00
#0-8	Hot Thermoplastic 4" Double Yellow Line Pavement Markings	LF	220	\$1.60	\$352.00	\$1.60	\$352.00	\$1.72	\$378.40	\$1.76	\$388.00	\$2.60	\$550.00
#0-9	Hot Thermoplastic 4" Single Yellow Line Pavement Markings	LF	9945	\$0.80	\$7,956.00	\$0.80	\$7,956.00	\$0.86	\$8,552.70	\$0.90	\$8,950.50	\$1.20	\$11,934.00
#0-10	Hot Thermoplastic Yellow Core Pavement Markings	LS	1	\$5,200.00	\$5,200.00	\$6,773.19	\$6,773.19	\$5,153.00	\$5,153.00	\$5,280.00	\$5,280.00	\$13,000.00	\$13,000.00
#0-11	Hot Thermoplastic 6" Single White Line Pavement Markings	LF	15004	\$1.25	\$18,755.00	\$1.20	\$18,004.80	\$1.30	\$19,505.20	\$1.30	\$19,505.20	\$1.75	\$26,257.00
#0-12	Hot Thermoplastic 4" Broken White Line Pavement Markings	LF	8190	\$0.80	\$6,552.00	\$0.80	\$6,552.00	\$0.86	\$7,043.40	\$0.90	\$7,371.00	\$1.20	\$9,828.00
#0-13	24" Wide White Hot Thermoplastic Stop Bar	LF	511	\$8.60	\$4,394.60	\$8.00	\$4,088.00	\$8.60	\$4,394.60	\$8.80	\$4,496.80	\$8.50	\$4,343.50
#0-14	White Hot Thermoplastic Type "A" Crosswalk Markings (Parallel Lines)	LF	970	\$2.00	\$1,940.00	\$2.00	\$1,940.00	\$2.15	\$2,085.50	\$2.20	\$2,134.00	\$3.00	\$2,910.00
#0-15	White Hot Thermoplastic Directional Arrow Pavement Markings	EA	26	\$160.00	\$4,160.00	\$150.00	\$3,900.00	\$161.00	\$4,186.00	\$165.00	\$4,290.00	\$250.00	\$6,500.00
#0-16	White Hot Thermoplastic "ONLY" Pavement Markings	EA	25	\$215.00	\$5,375.00	\$200.00	\$5,000.00	\$216.00	\$5,400.00	\$220.00	\$5,500.00	\$350.00	\$8,750.00

# Bowman

3/27/24

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

RE: **Proposal for Bridge Inspection Services**  
Allendale Road Pedestrian Bridge over PA Turnpike  
Upper Merion Township, Montgomery County, PA

Dear Mr. Hickman:

As requested, Bowman Consulting Group, Ltd. ("Bowman") is pleased to submit this proposal for bridge inspection services for the above referenced structure located in Upper Merion Township in Montgomery County. Bowman will perform an NBIS inspection of the existing structure, prepare an inspection report, perform a load rating analysis and provide cost estimates and recommendations to the Township with regards to maintenance and rehabilitation needs.

The specific tasks to be completed as part of this proposal are as follows:

## SCOPE OF SERVICES

### ***TASK 1 – Field Inspection & Report***

Bowman will perform an NBIS inspection of the Allendale Road Pedestrian Bridge. The PA Turnpike will provide traffic control in order to allow inspection of the underside of the deck and superstructure. Based on discussions with the Turnpike only one lane closure per day is allowed for the inspection, therefore, it is expected to take 6 days to complete the inspection. There is no cost for the Turnpike to provide traffic control services. A bucket truck will be utilized for inspection and will be considered a reimbursable expense and is not included in the lump sum fee provided.

Bowman will completely inspect all bridge elements. Members will be cleaned as needed to assess their condition. Field notes will be taken manually and will be included within the inspection report. These notes will be sufficient to outline the bridge's condition and to justify all condition and appraisal ratings. All areas of section loss will be precisely located and described. We will prepare sketches when warranted and obtain photographic documentation for all areas of advanced deterioration. All maintenance/rehabilitation needs will be identified and included in the inspection report.

The inspection report will include the following items:

- Location Map
- General Description of Structure
- Condition Summary
- Recommendations
- Photographs
- Bridge Sketches

835 Springdale Drive, Suite 200, Exton, PA 19341

P: 610.594.9995

[bowman.com](http://bowman.com)



# Bowman

## TASK 2 – Load Rating

Bowman will provide a load rating using PennDOT’s Bridge Analysis and Rating software Version 7.15.0.0. (BAR7). Bowman will load rate the bridge at Inventory and Operating levels for an 85 PSF uniform live load or one 5,000 lb. vehicle load in accordance with existing plans dated 10/7/97. The structural components that govern the load ratings will be identified and section losses and/or other deficiencies for all members will be recorded. A typical cross section will be provided.

Bowman will calculate the load ratings using data available from inspection files, reports and supplemental field information. When no data or drawings (or sketches) are available Bowman will field measure members. The load rating report will provide program input and output, input calculations, documentation of all assumptions, and any other post-processing calculations. A load rating analysis report will include a table of stresses and a rating summary for the controlling member.

## TASK 3 – Cost Estimates

Based on the results of the inspection and the extent of the deterioration, Bowman will provide a cost estimate for the following alternatives:

- Rehabilitation of the existing structure
- Replacement of the existing structure
- Removal of the existing structure

## SCHEDULE

We will schedule the traffic control with the Pennsylvania Turnpike upon receipt of your signed authorization of this proposal.

## FEE

The fee for the foregoing scope of work will be billed on a lump sum basis as follows:

Task1 – Field Inspection & Report .....	\$24,000
Task 2 – Load Rating .....	\$10,000
Task 3 – Cost Estimates .....	\$9,500
<b>TOTAL .....</b>	<b>\$43,500</b>

Our **Lump Sum fee for Tasks 1-3 is \$38,500**. This **fee is exclusive of reimbursable and out-of-pocket expenses** including ATR rental, reproduction, overnight mail packages, plotting, graphics, personal automobile usage, bucket truck rental, tolls, permit fees, and other incidental expenses, to which a 15% mark-up will be applied, in accordance with the attached **SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES**. Additionally, meeting preparation and/or attendance, will be invoiced on a time-and-materials basis at the rates contained in the attached **SCHEDULE B**, when requested and authorized and billed separately. If any of the additional services are required, we will prepare a change order for authorization, as requested.

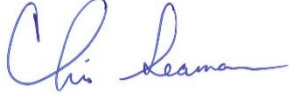
The individual signing this Proposal acknowledges that he or she has received and read Bowman Consulting Group Ltd.’s (“Bowman”) Standard Terms and Conditions and agrees on behalf of the Client, to be bound

# Bowman

by them. Upon authorization of this proposal, please include your accounts payable information on the attached **SCHEDULE C**.

If you should have any questions, or require further information, please feel free to contact me at 610-594-9995 or [cseaman@bowman.com](mailto:cseaman@bowman.com).

Sincerely,

A handwritten signature in blue ink that reads "Chris Seaman". The signature is fluid and cursive, with the first name "Chris" and last name "Seaman" clearly legible.

Christopher Seaman, P.E., C.B.S.I.  
Regional Service Leader – Bridge

#### Attachments

- Schedule A
- Schedule B
- Schedule C
- Terms and Conditions

# Bowman

## Accepted for Upper Merion Township

If signing for an LLC, LP, or other business, you must have binding authority to make payments to Bowman Consulting Group, Ltd. or assign an alternate business. If adequate information is not provided, and/or cannot be verified by Bowman, work will not commence on your project.

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

(Signature of Authorized Representative)

\_\_\_\_\_

(Printed Name of Authorized Representative)

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

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

Project Property Address: \_\_\_\_\_

Q:\PA-EXTO-MC\mcm\eng\UPPERME1\Allendale Road Pedestrian Bridge

# Bowman

## TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to \_\_\_\_\_ ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

**1. Scope of Services.** Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

**2. Standard of Care.** The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

**3. Payment Terms.** Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

Initials: Bowman \_\_\_\_ / Client \_\_\_\_

**4. Retainer and Other Payments.** Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

**5. Client Duties and Responsibilities.** Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

**6. Insurance.** Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

**7. Potential Liability of Bowman.** The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

**8. Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

**9. Conflict Resolution and Applicable Law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

**10. Ownership of Documents and Other Rights of Bowman.**

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project,

Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

**11. Modification.** From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

**12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

**13. Limits of Scope.**

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment

or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

**14. Fees by Hourly Rate Schedule.** If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

**15. Covenants Benefiting Third-Parties.** Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

**16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

**17. Termination.** Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by



Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

**18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

**19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, Virginia 20191  
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.



**BOWMAN CONSULTING GROUP LTD.**

**SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES**

January 2024

**Reprographic Services**

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

**Delivery Services**

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

**Travel**

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

**Miscellaneous**

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman

/ Client



**Schedule B**  
**Bowman**  
**Hourly Rates / Terms and Conditions**  
2024

<b>CLASSIFICATION</b>	<b>HOURLY RATES</b>
Principal/Branch Manager/Service Leader	\$220.00/HR
Senior Project Manager	\$205.00/HR
Survey Manager/Senior Technical Lead	\$195.00/HR
Project Manager/Technical Lead II	\$180.00/HR
Assistant Project Manager/Technical Lead I	\$165.00/HR
Senior Project Engineer/Senior Survey Technician	\$150.00/HR
Project Engineer	\$140.00/HR
Survey Party Chief	\$135.00/HR
Staff Engineer/Inspector	\$115.00/HR
Senior Technician/Survey Technician/Drone Pilot	\$105.00/HR
Technician/Admin/Survey Technician	\$ 95.00/HR
Field Personnel	\$ 65.00/HR

# Bowman

## Schedule C – Request for Information

### Accounts Payable Contact:

Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

### Billing Information:

Billing Entity: \_\_\_\_\_  
Billing Address:  Same as Proposal  
 If Different, Please Provide.....  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Billing Requirements:

Invoice Due Date: \_\_\_\_\_  
Requirements/Attachments: \_\_\_\_\_  
Invoices Transmitted Via  
Electronic Mail to: \_\_\_\_\_  
Offer ACH Direct Deposit:  Yes, Contact: \_\_\_\_\_  
 Not Sure, Contact our Office  
 Not at this Time

## PROFESSIONAL SERVICES AGREEMENT

0424-PW01

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

and ARRO Consulting, Inc.  
320 N. Furnace Street, Suite 200  
Birdsboro, PA 19508

April 16, 2024

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 study phase for the replacement and installation of three (3) new pumps and controls at the Abrams Pump Station in Upper Merion Township, Montgomery County, PA. ARRO will provide services identified in the Scope of Services below.

### SCOPE OF SERVICES

#### A. STUDY PHASE:

1. Arrange and attend one (1) site meeting with Client at the Abrams Pump Station to review the capabilities of the existing emergency generator and review the potential structural modifications needed to accommodate the removal of the existing pumps, installation of new dry-pit submersible pumps, and future removal of dry pit submersible pumps.
2. Evaluate two (2) methods for replacement and removal of proposed dry pit submersible pumps. Methods to evaluate include:
  - a. Upgrade of the existing monorail system for the raising and lowering of pumps.
  - b. Removal of the existing monorail system and providing access that will allow pumps to be raised and lowered through new openings in the roof and new openings in the first floor of the station.
3. Complete a structural evaluation of the first floor of the station and its ability to support the static weight of a pump that may be temporarily placed on the floor during installation or removal. Provide a recommendation as to whether or not the floor needs further structural reinforcement and, if so, what that reinforcement should be.
4. Evaluate the capacity of the existing emergency generator and its ability to carry the electrical load of new dry pit submersible pumps. If the generator needs to be replaced, recommend a replacement generator that can serve the new pumps.
5. Prepare an opinion of probable construction cost for Alternative 2.a. and 2.b.
6. Submit three (3) paper copies of the Study to the Client for review and comment.
7. Attend one (1) meeting with Client to review the Study.
8. Revise the Study based on the Client review meeting in Scope Item A.6. and prepare final Study and cost opinion.
9. Submit three (3) paper copies of the final Study and one electronic copy in PDF format, to the Client.

### **SPECIFIC SERVICES EXCLUDED**

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

1. Preparation and submittal of local building permits/licenses and costs for such permits and licenses.
2. Costs for permits, fees, and licenses, including application fees to regulatory agencies.
3. Preparation of applications, correspondence, or certifications to regulatory agencies.
4. Preparation of applications and supporting documents for grants, loans, or bond issues relative to financing of project.
5. Services resulting from significant changes to the Scope of Services beyond the reasonable control of ARRO. Such revisions include, but are not limited to, changes in the size, complexity, scheduling, or character of the services required to complete the project.
6. Design, bidding, and construction services.
7. Additional site visits and attendance at additional meetings.
8. Additional paper copies of contract documents.

### **SCHEDULE**

ARRO will commence work upon receipt of an executed Agreement and will endeavor to complete a draft of the study within sixty (60) days thereafter.

### **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 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 project or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the project including any that may be raised by a 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 services performed by ARRO in accordance with this Agreement, the Client shall pay to ARRO a lump sum fee of Twenty-Two Thousand, Seven Hundred Dollars (\$22,700.00).

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 shall be rendered monthly based on the percentage of work completed to date 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 MADE A PART OF THIS AGREEMENT.**

Upper Merion Township

ARRO Consulting, Inc.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

TITLE: Assistant Vice President

DATE: \_\_\_\_\_

DATE: April 16, 2024

Client's Designated Representative: \_\_\_\_\_

**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.

**Prepared by/Return To:**

Joseph E. Brion, Esquire  
Buckley, Brion, McGuire and Morris LLP  
118 W. Market Street, Suite 300  
West Chester, PA 19382

UPI No. 580013342001 (p/o) (Municipal Easement)

**INTERSECTION IMPROVEMENTS EASEMENT AGREEMENT**

This Intersection Improvements Easement Agreement (this “Agreement”) is made effective as of the Effective Date (defined below), by, between, and among **MALVERN SCHOOL PROPERTIES KING OF PRUSSIA, LLC**, with an address at 20 Creek Road, Glen Mills, PA 19342 (“Grantor”), and the **TOWNSHIP OF UPPER MERION**, a body corporate and politic with an address at 175 West Valley Forge Road, King of Prussia, Pennsylvania 19406 (“Township” or “Grantee”), with the joinder and consent of **JPO MILL , LLC**, a Pennsylvania limited liability company with an address at One Fayette Street, Suite 175, Conshohocken, PA 19428 (“Permittee”). Grantor and Grantee are hereinafter referred to as each, a “Party” and collectively, the “Parties”.

**Background / Recitals**

**WHEREAS**, pursuant to that certain indenture dated effective as of June 4, 2019 and recorded on November 25, 2019 in Book 6162 at page 01585, Grantor is the owner in fee simple of a 1.8224 acre parcel of real property, Tax Parcel ID No. 580013342001 (the “Property”), located at the northeast corner of the intersection of Valley Forge Road at Mancill Mill Road, in Upper Merion Township, Montgomery County, Pennsylvania; and

**WHEREAS**, reference is made to that certain Resolution 2022-04 of the Board of Supervisors of Upper Merion Township, approved February 10, 2022, regarding the Preliminary Land Development Approval of the proposed development of a hotel and 119 townhomes on a tract of land located approximately 1,000 feet to the north of the Property and accessible from Mancill Mill Road (the “Mancill Mill Road Project”); and

**WHEREAS**, reference is made to that certain Resolution 2022-47 of the Board of Supervisors of Upper Merion Township, approved December 8, 2022, regarding the Final Land Development Approval of the Mancill Mill Road Project; and

**WHEREAS**, Township, as a condition of Final Land Development Approval of the Mancill Mill Road Project, requires the developer to fund certain temporary improvements to the intersection of Mancill Mill Road and Valley Forge Road (the “Intersection Improvements”); and

**WHEREAS**, the Intersection Improvements will be undertaken pursuant to a permit issued by the Pennsylvania Department of Transportation (“PennDOT”) to an affiliate of Permittee; and

**WHEREAS**, the construction and maintenance of the Intersection Improvements necessitates the placement of certain poles, equipment, sidewalks, curbs, crosswalks, accessible pedestrian ramps, and other appurtenant improvements on a portion of the Property, in the vicinity of the intersection of Mancill Mill Road and Valley Forge Road; and

**WHEREAS**, the Intersection Improvements are “temporary” in the sense that PennDOT, at an unknown time in the future, intends to reconfigure Valley Forge Road in the vicinity of Mancill Mill Road, and this Agreement shall terminate automatically without the need for further action from the Parties hereto upon the removal or reconfiguration of the Intersection Improvements contemplated herein;

**WHEREAS**, upon consideration of the permit application materials submitted by Permittee and its affiliates, and despite the nature of the Intersection Improvements as temporary, PennDOT subsequently determined that PennDOT will nevertheless require crosswalks and appurtenant pedestrian improvements in and adjacent to the Easement Area (as defined below) as part of the Intersection Improvements, necessitating the Easement as described in this Agreement;

**WHEREAS**, the lands hereby encumbered are depicted as “Traffic Signal Easement” in that certain plan entitled Traffic Signal Easement – Malvern School Properties prepared by Traffic Planning and Design, Inc., dated October 5, 2023 (the “Easement Plan”), attached hereto as Exhibit “A” and further described in the Traffic Signal Easement Legal Description attached hereto as Exhibit “B” (this area is referred to as the “Easement Area”); and

**WHEREAS**, Permittee has negotiated on behalf of Township to acquire the easement rights for Township as described herein and required for the installation of the Intersection Improvements; and

**WHEREAS**, Grantor desires to grant the easement rights to Township as described herein and necessary for the installation of the Intersection Improvements, subject to the terms and conditions of this Agreement; and

**WHEREAS**, Township has agreed to accept the said easement rights as described herein and necessary for the installation of the Intersection Improvements; and

**NOW THEREFORE**, in exchange for the mutual promises described below, and intending to be legally bound, the undersigned Parties hereto agree as follows:

**1. Incorporation of Recitals.** The Background of this Agreement is incorporated herein by reference.

**2. Grant of Easement Over the Property.** Grantor, for and in consideration of the sum of \$10.00, the receipt whereof is hereby acknowledged, hereby grants to Township a non-exclusive easement across, on, over and through the Easement Area for the uses provided in Section 3 below and otherwise subject to the terms and conditions of this Agreement (such easement is hereinafter referred to as, the “Easement”).

**3. Use of Easement.**

A. Township, and Township's agents, shall be permitted to use the Easement, at its sole cost and expense, solely for the installation, construction, maintenance, repair, use, and operation of the Intersection Improvements and appurtenant devices as depicted on the Easement Plan. Township, Township's agents and Permittee shall not use the Easement Area for a bus or public transportation stop. Further, the Township, Township's agents and Permittee shall not construct any shelter or structure which may be used as a bus or public transportation stop in the Easement Area. The Intersection Improvements shall be constructed in accordance with the Preliminary Land Development Approval as approved by the Board of Supervisors of Upper Merion Township by resolution dated February 10, 2022 and as further detailed in the exhibits to this Agreement. Township, and its agents, shall perform all work, activities and operations permitted hereby within the Easement Area in a good and workmanlike manner consistent with sound engineering and construction practices and in accordance with all applicable federal, state, and local laws, regulations and ordinances. Upon the completion of any work permitted hereby by Township, or its agents, (including but not limited to the maintenance, repair or replacement of some or all of the Intersection Improvements), Township, or its agents, shall (at its sole cost and expense) restore any part of the Easement Area and the Property disturbed as nearly as practicable to the same condition as existed prior to disturbance.

B. Grantor, and its successors and assigns in title to the Property, shall not convey any other conflicting easement or conflicting rights within the Easement Area. Notwithstanding the foregoing, Grantor and its successors and assigns, affiliates, tenants and invitees shall retain the right to use and enjoy the Easement Area for all lawful purposes which are not otherwise inconsistent with the exercise of Township's rights expressly provided herein.

C. Township shall use and permit the use of the Easement for only the purposes which are identified in Paragraph 3.A above. Notwithstanding anything to the contrary set forth in this Agreement, no use of or activities within the Easement Area shall interfere with the use, operation, or maintenance of the Property by Grantor or its successors and assigns, affiliates, tenants or invitees, even if the nature of the use or operation of the Property by Grantor or its successors and assigns, affiliates, tenants or invitees changes after the Effective Date of this Agreement. Further, for the avoidance of confusion or doubt, in the event that PennDOT is reconfiguring Valley Forge Road in the vicinity of Mancill Mill Road and this Agreement and easement terminate automatically, the Parties hereto acknowledge that any future easement from Grantor for the reconfigured road and intersection will need to be acquired anew from Grantor, its successors or assigns.

**4. Construction of the Intersection Improvements.**

Without limiting any other terms set forth in this Agreement, Township's activities in the Easement Area shall not obstruct, impede or otherwise interfere with the free flow of traffic to and from the Property. Township shall be solely responsible for obtaining all applicable permits, consents and approvals for any work permitted hereby and all such work shall be performed in a good and workmanlike manner consistent with sound engineering and construction practices and in accordance with all applicable federal, state, and local laws, regulations and ordinances. Township shall provide Grantor with reasonable advance written notice of Township's intention to enter upon the Easement Area and begin the Intersection Improvements, which notice shall specify the time(s)

when work shall be completed and the scope of work to be completed. Upon the completion of any work permitted hereby by Township (including but not limited to the maintenance, repair or replacement of some or all of the Intersection Improvements), Township shall (at its sole cost and expense) restore any part of the Easement Area and the Property disturbed as nearly as practicable to the same condition as existed prior to disturbance. Township will not, and will not permit Permittee or any contractor, subcontractor, or supplier of any tier to create, incur, assume or permit to exist any lien on the Property in any respect.

**5. Maintenance and Repair.** Upon completion of the Intersection Improvements by Township, Township shall be solely responsible, at its sole cost and expense, for the proper maintenance and repair of the Intersection Improvements and appurtenant devices for which PennDOT is not otherwise responsible. Grantor (and not Township) shall be responsible for mowing grass consistent with surrounding areas of the Property (if applicable) in areas of the Property which are not within the public Right of Way of Valley Forge Road, including any portions of the Easement Areas which are not improved.

**6. Indemnification.** Township shall indemnify, defend and hold harmless Grantor and its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns (“Indemnified Parties”) from and against any and all liens, claims, suits, damages, judgments, liabilities, costs and expenses (including attorney's fees) in any way relating to or in any way arising out of Township’s (or its representatives’, agents’, contractors’, subcontractors’, officers’, employees’ and workmen’s) use of the Easement, or its or their installation, construction, repair or maintenance activities upon the Property, or its or their use and operation of the Intersection Improvements, or related to any waivers or releases granted or executed by the Indemnified Parties in relation to this Agreement or the Intersection Improvements, including (without limitation) claims filed by Township’s employees and representatives, and Township’s contractors, subcontractors and agents and their respective employees and representatives, except to the extent any such claim arises as a result of the gross negligence or willful act of any of the Indemnified Parties. Township acknowledges that the foregoing obligation shall not be affected, limited or in any way modified by the fact that Township may itself have statutory immunity from any such claim.

**7. Insurance.** Prior to any entry on or within the Easement Area by Township or any agent, contractor or subcontractor, and prior to the commencement of any work permitted hereby within the Easement Area, Township and any agent, contractor and subcontractor shall provide Grantor with satisfactory evidence of liability insurance, which insurance coverage shall, in each instance, be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury or death of one or more persons in an occurrence (which minimum amount may be increased in reasonable amounts from time to time to conform to prevailing insurance coverage standards) and for damage to tangible property (including loss of use) in an occurrence, name Grantor and its affiliates as an additional insured party and contain a provision that such insurance shall be primary and noncontributing with any other insurance available to Grantor.

**8. Covenants Running with the Land.** The Easement granted hereby shall run with the land and shall inure to the benefit of Township and its successors and assigns, and bind Grantor and its successors and assigns in title to the Property. Township shall not assign its rights hereunder without the express written consent of Grantor.

**9. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

**10. Modifications and Automatic Termination.** This Agreement shall not be changed, modified, amended, withdrawn or canceled except by written document executed by the Parties hereto. Notwithstanding the foregoing, this Agreement shall terminate automatically upon the removal or reconfiguration of the Intersection Improvements by PennDOT, without the need for further action from the parties hereto, whereupon Grantor may (at its election) unilaterally record a commercially reasonable Memorandum of Termination of this Agreement, which shall not require the consent or signature of the Township or any other party.

**11. Recording.** This Agreement shall be recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

**12. Severability.** If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

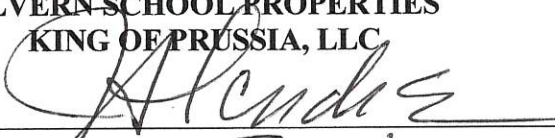
**13. WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY CLAIMS, DEFENSES, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

**14. Compliance with Agreement.** Township may delegate certain responsibilities and obligations under this Agreement to Permittee as necessary and appropriate for construction of the Intersection Improvements. Notwithstanding that Permittee may perform certain obligations of the Township pursuant to this Agreement, or may utilize the Easement Area granted from Grantor to Township pursuant to this Agreement, Township shall be responsible at its sole cost and expense for ensuring Permittee complies with all terms and conditions of this Agreement. In the event that Permittee fails to comply with any of the terms and conditions of this Agreement, the Township shall be responsible to Grantor for the acts and omissions of Permittee and Permittee's officers, employees, agents, contractors, subcontractors and other persons or entities performing work or using the Easement Area on or behalf of the Township.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the dates set forth below, to be effective as of the later of the dates shown below (the "Effective Date").

**FOR GRANTOR**

**MALVERN SCHOOL PROPERTIES  
KING OF PRUSSIA, LLC**

By: 

Name: J.P. Scandone

Title: Managing Partner

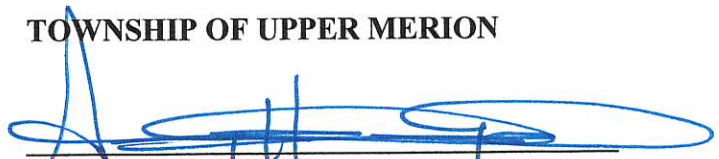
Date Signed: 4-30-24

**FOR GRANTEE**

Approved by the Board of Supervisors of the Township of Upper Merion on the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**TOWNSHIP OF UPPER MERION**



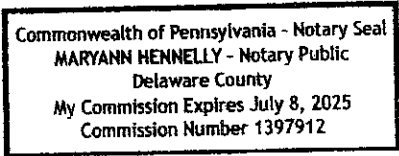
Anthony Hamaday, Upper Merion Township  
Manager & Township Secretary

Date Signed: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF :  
 :  
 :

On this, the 1 day of May, 2024, before me, the undersigned officer, personally appeared Joseph Scandone who acknowledged himself/herself to be the Managing Partner of **MALVERN SCHOOL PROPERTIES KING OF PRUSSIA, LLC** and that he/she, being authorized to do so, executed the within instrument for the purposes therein contained.

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



Maryann Hennelly  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/8/25






**CONSENT AND JOINDER**

The undersigned, JPO MILL LLC ("Permittee"), does hereby consent to and join in the Intersection Improvements Easement Agreement ("Agreement") as the Permittee in the Agreement, and acknowledges and agrees to be bound by and comply with the terms and conditions of the Agreement.

JPO MILL LLC

Dated: 5/6/24

By: 

Name: LAWRENCE J. DUGAN

Title: SB. V.P.

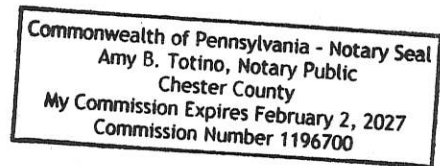
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF Chester :

On the 08<sup>th</sup> day of May, 2024, before me, the subscriber, a Notary Public, personally appeared LAWRENCE T. DUGAN who acknowledges himself/herself to be the SR. V. P. of JPO LAND, L.P., general partner of JPO MILL LLC, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument on behalf of JPO MILL LLC by himself/herself as and for the act and deed of JPO MILL LLC for the uses and purposes therein contained and that he/she desires the same might be recorded as such.

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

Amy B. Totino  
Notary Public

MY COMMISSION EXPIRES: 2-2-2027



**Exhibit “A”**

“Easement Plan”

Traffic Signal Easement – Malvern School Properties

by Traffic Planning and Design, Inc., dated October 5, 2023

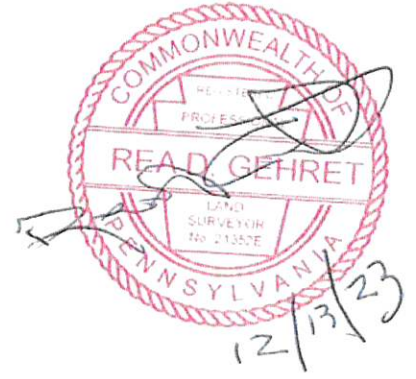


**Exhibit "B"**

Easement Legal Description



Traffic Signal Easement  
 Lands of Malvern School Properties King of Prussia  
 LLC Upper Merion Township, Montgomery County, PA  
 December 13, 2023  
 McCarthy File # 210081



DESCRIPTION

ALL THAT CERTAIN tract or strip of land, shown as a Traffic Signal Easement on a Traffic Signal Easement — Malvern School Properties plan, dated 10/05/23, prepared by Traffic Planning and Design, Inc., situate on the northerly side of Township Road T120, known as Mancill Mill Road (50 feet wide) at its intersection with SR 0023, known as Valley Forge Road (width varies) in the Township of Upper Merion, County of Montgomery, and Commonwealth of Pennsylvania, and being more fully bounded and described as follows, to wit:

BEGINNING at a point on the northerly right-of-way line of the said Mancill Mill Road, said point being distant 36.93 feet from and opposite Station 40+92.88 of the said Valley Forge Road, said point also being the most northwesterly corner of the herein described tract;

THENCE leaving the said northerly right-of-way line of Mancill Mill Road, and thru lands of Malvern School Properties King of Prussia, LLC, the three (3) following courses and distances:

1. North 36° 46' 53" East, a distance of 7.40 feet to a point distant 36.83 feet from and opposite Station 41+01.04 of the said Valley Forge Road;
2. North 54° 41' 04" East, a distance of 25.61 feet to a point distant 27.61 feet from and opposite Station 41+27.03 of the said Valley Forge Road; and
3. South 58° 53' 18" East, a distance of 8.26 feet to a point distant 19.35 feet from and opposite Station 41+27.12 of the said Valley Forge Road, on the westerly right-of-way line of said road;

THENCE along the said westerly right-of-way line of Valley Forge Road, by a line curving to the right, having a radius of 40.00 feet, a central angle of 54° 02' 47", with a chord bearing South 63° 03' 41" West, a chord distance of 36.35 feet, and an arc length of 37.73 feet to the PLACE OF BEGINNING.

CONTAINING IN AREA: 264 Square Feet of Land, more or less.

BEING PART OF THE SAME PREMISES which D. Kirk Harman MB, Katona & Pickens, LLC, and TK and JP LP, by their deed dated November 25, 2019, and recorded as Deed Book Volume 6162, Page 1585, Montgomery County Records, granted and conveyed unto Malvern School Properties King of Prussia, LLC, the Grantor herein.

*P:120211210081-TPD-Rte 23 Roadway Survey\Design\Survey\legals\Malvern School Properties Traffic Signal Easement.docx*

**McCARTI-IY ENGINEERING ASSOCIATES, INC.**

1011 N. Park Road, Suite 100, Wyomissing, PA 19610 | P. 610.373.8001 | [MCCARTHY-ENGINEERING.COM](http://MCCARTHY-ENGINEERING.COM)

**RESOLUTION 2024-21**

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

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**RESOLUTION AMENDING RESOLUTION 2022-24 TO REMOVE A CONDITION OF  
PLAN APPROVAL FOR 446 SWEDELAND ROAD, 456 SWEDELAND ROAD, AND 588  
SWEDELAND ROAD THAT RESTRICTED RIGHT TURNS ONTO SWEDELAND  
ROAD AND TO INSTEAD PROVIDE FOR A TRUCK ROUTING PLAN**

**WHEREAS**, on November 10, 2022, the Upper Merion Township Board of Supervisors (“Board”) approved Resolution 2022-45 (“Resolution”), approving a certain preliminary/final land development plan by Kimley-Horn and Associates, Inc., dated June 1, 2022 and last revised prior to the Resolution on August 5, 2022 (“Plan”) for the Exeter Swedeland Land, LLC (“Applicant”) pertaining to 0.45 acres of land located at 446 Swedeland Road, 456 Swedeland Road, and 588 Swedeland Road, located in the Township’s LI-Light Industrial Zoning District, and more specifically identified as Montgomery County tax parcel numbers 58-00-18574-00-7, 58-00-18583-00-7, and 58-00-18580-01-9 [also assessed with 58-00-18576-20-3] (collectively, the “Property”) located within Upper Merion Township. The Resolution is attached as Exhibit “A”;

**WHEREAS**, the Resolution approved the demolition of the existing structures on the Property and the consolidation the three lots to construct a 150,000 square foot industrial warehouse with 42 off-street loading spaces, 12 off-street truck parking spaces, and 73 passenger vehicle parking spaces along with associated landscaping, grading, erosion control, utilities, and stormwater management improvements (“Project”).

**WHEREAS**, as a condition of Plan approval, the Resolution contained Condition A.15 that provided:

15. The Property shall have clear, visible signage restricting right turns for trucks and other delivery vehicles from leaving the Property onto Swedeland Road. A note on the Plan shall be provided to restrict such turns. The note shall provide the Township with the right of enforcement as a violation of Section 145-30, as may be thereafter amended.

**WHEREAS**, after the Plan was approved by the Board, the Pennsylvania Department of Transportation (“PennDot”) recommended that right turns be permitted onto Swedeland Road from the Property, in conflict with Condition A.15;

**WHEREAS**, the Township’s Traffic Engineer and the Upper Merion Township Planning Commission have recommended that Condition A.15 be amended to permit right turns onto Swedeland Road, but to provide for a Truck Routing Plan to minimize truck traffic in residential areas;



**NOW, THEREFORE, BE IT RESOLVED** by the Upper Merion Township Board of Supervisors, that Resolution 2022-45 is amended to have Condition A.15 deleted in its entirety and replaced with the following condition:

15. For as long as the Property is used for a warehouse and/or distribution center, the landowner agrees to instruct its tenants and future successors and assigns to direct any combination vehicles (Vehicle Category Classification Class 8-13), regardless of trailer lengths, in excess of 33,000 pounds to access the Property in accordance with the Truck Routing Plan [attached to this Resolution as Exhibit "B"] except as to required local deliveries and/or at times when detours and other road restrictions are in place that prevent the required Truck Route from being followed in which case the posted detour route shall be followed. Township may enforce this truck routing pattern against the landowner (and future successors and assigns) in accordance with Section 616.1 of the Municipalities Planning Code and/or as violation of the Township's Subdivision of Land Code, including a violation of Section 145-30.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the remaining conditions of Plan approval set forth in the Resolution, and the granting of waivers set forth in the Resolution shall continue to apply and are hereby ratified and affirmed.

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**In the event that this Resolution is not delivered to the Township within ten days from receipt, it shall be deemed that the Applicant does not accept this amended condition and Condition A.15 in the Resolution shall remain as stated therein.**

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**RESOLVED AND APPROVED** this 9th day of May, 2024.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

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

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

**ACCEPTANCE OF AMENDED CONDITION:**

I/We, \_\_\_\_\_, being the authorized representative for the Applicant, do hereby acknowledge and accept the amended Condition A.15 issued by the Upper Merion Township Board of Supervisors as part of the approval of the Plan pursuant to the Resolution, including the Truck Routing Plan attached hereto as Exhibit "B", as recited above.

**APPLICANT: Exeter Swedeland Land, LLC**

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

Print: \_\_\_\_\_

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

**ATTEST:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "A"**  
**RESOLUTION 2022-24**

**EXHIBIT "B"**  
**TRUCK ROUTING PLAN**

**SUPERVISORS OF UPPER  
MERION TOWNSHIP**

**ACCOUNTS PAYABLE**

**INVOICES PROCESSED**

*April 4, 2024 to May 1, 2024*

**Approval Date: May 9, 2024**



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01102 Petty Cash</b>			
PETTY CASH	POOL PETTY CASH	01102 - 0057	200.00
	<i>Total Petty Cash</i>		<b>200.00</b>
<b>01138 Due from Developers</b>			
KILKENNY LAW	161 WEST DEKALB PK: 1852 (LD)	01138 - 0000	360.00
MCPMAHON ASSOCIATES INC	161 WEST DEKALB PK: 1852 (LD)	01138 - 0000	535.00
REMINGTON & VERNICK ENGINEERS II, INC	125 VALLEY GREEN LN: 1711 (LD)	01138 - 0000	1,155.00
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	175.00
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	10,364.97
	161 WEST DEKALB PK: 1852 (LD)	01138 - 0000	1,575.00
	730 HOBBS ROAD: 1761 (LD)	01138 - 0000	525.00
	GLASGOW TRACT: 1682 (LD)	01138 - 0000	15,690.81
	<i>Total Due from Developers</i>		<b>30,380.78</b>
<b>01150 Gas/Diesel/Postage</b>			
PETROLEUM TRADERS CORP	DIESEL: PW GARAGE	01150 - 2301	1,154.35
	DIESEL: PW GARAGE	01150 - 2301	1,658.72
	DIESEL: PW GARAGE	01150 - 2301	2,006.21
	DIESEL: PW GARAGE	01150 - 2301	2,923.93
	DIESEL: PW GARAGE	01150 - 2301	2,986.33
	GASOLINE: PW GARAGE	01150 - 2300	27.04
	GASOLINE: PW GARAGE	01150 - 2300	2,707.46
	GASOLINE: PW GARAGE	01150 - 2300	2,963.18
	GASOLINE: PW GARAGE	01150 - 2300	3,135.45
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,907.14
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	3,140.93
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL-MAY	01150 - 3250	300.00
	POSTAGE METER REFILL MAY	01150 - 3250	300.00
	<i>Total Gas/Diesel/Postage</i>		<b>26,210.74</b>
<b>01301 GF - Property Taxes</b>			
REAL ESTATE REFUNDS	RE STIP 250 MB LLC	01301 - 0200	9,185.85
	RE TAX REFUND-456 SWEDELAND	01301 - 0100	1,456.67
	RE TAX REFUND-529 FLINTHILL RD	01301 - 0100	2,085.65
	<i>Total GF - Property Taxes</i>		<b>12,728.17</b>
<b>01310 511 Taxes</b>			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-MAR24	01310 - 0400	576.67
	UMASD SHARE OF LST/AMUSE-MAR24	01310 - 0700	100,439.87
	<i>Total 511 Taxes</i>		<b>101,016.54</b>
<b>01367 Park &amp; Recreation</b>			
PARK & REC REFUND	ADC REFUND	01367 - 0420	623.98
	PARK RENTAL SECURITY DEPOSIT	01367 - 0480	200.00
	PARK RENTAL SECURITY DEPOSIT	01367 - 0480	200.00
	POOL MEMBERSHIP	01367 - 0110	19.00
	POOL MEMBERSHIP ADJUSTMENT	01367 - 0110	100.00
	UMCC RENTAL	01367 - 0490	127.50
	<i>Total Park &amp; Recreation</i>		<b>1,270.48</b>
<b>01377 Transit</b>			
GREATER VALLEY FORGE T.M.A.	APR24 SVC LESS APR24 TIX	01377 - 0200	-169.50
	MAR24 SVC LESS MAR24 TIX	01377 - 0200	-137.50
	<i>Total Transit</i>		<b>-307.00</b>
<b>01380 Miscellaneous</b>			
GATES FLAG AND BANNER COMPANY INC	18 BANNERS/9 BRACKETS/36 BANDS	01380 - 0610	2,560.00
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-MAR24	01380 - 0100	-2,008.80

# UPPER MERION TOWNSHIP

## Invoices for Approval

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-MAR24	01380 - 0100	-11.53
	<i>Total      Miscellaneous</i>		<b>539.67</b>
<b>01402    Accounting</b>			
ADMIN HARRIS	941 E-FILE 1ST QTR 24	01402 - 2100	5.95
	990 FILING FEE-UM FOUNDATION	01402 - 2200	41.00
	MONSTER-STD AD 4/29-4/28/25	01402 - 2200	2,250.00
	PSATS CONF-HOTEL CK	01402 - 4630	842.49
	PSATS CONF-HOTEL GP	01402 - 4630	842.49
	PSATS CONF-HOTEL GW	01402 - 4630	561.66
	PSATS CONF-HOTEL TG	01402 - 4630	842.49
	PSATS CONF-HOTEL WJ	01402 - 4630	875.79
AMANDA LAFTY	PSATS CONF-TRAVL-AL	01402 - 4630	954.23
ANTHONY HAMADAY	PSAT CONF-TRVEL AH	01402 - 4630	187.13
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-MAR	01402 - 3140	560.50
CAROLE KENNEY	PSATS CONF-TRAVEL REIMB	01402 - 4630	200.25
CHARLES KIRLIN	CONSULTING-APR	01402 - 3420	140.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01402 - 1560	706.00
	LIFE/DISAB-FEB	01402 - 1560	706.00
	LIFE/DISAB-MAR	01402 - 1560	706.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01402 - 1560	45,613.15
	HEALTH-MAY	01402 - 1560	43,843.33
EASTBURN & GRAY PC	LEGAL ZHB-APR	01402 - 3145	4,040.00
GREG WAKS	PSATS TRAVEL-GW	01402 - 4630	199.53
HERFF JONES INC	SERVICE PINS	01402 - 9000	1,545.10
KILKENNY LAW	LEGAL TWP-APR	01402 - 3140	5,500.00
	LEGAL TWP-APR 1100 FIRST AVE	01402 - 3140	288.00
	LEGAL TWP-APR 730 HOBBS	01402 - 3140	54.00
	LEGAL TWP-APR ACT 511	01402 - 3140	180.00
	LEGAL TWP-APR- TOLL BROS	01402 - 3140	8,763.75
	LEGAL TWP-APR-550 AMERICAN AVE	01402 - 3140	90.00
	LEGAL TWP-APR-LITIGATION	01402 - 3140	198.00
	LEGAL TWP-APR-TAX RECORDS	01402 - 3140	774.00
	LEGAL TWP-APR235 KENTUCKY AVE	01402 - 3140	108.00
	LEGAL TWP=APR-ROSSI TRACT	01402 - 3140	252.00
	LEGAL-TWP-APR-216 ALLENDALE RD	01402 - 3140	782.00
LISA ROLETTE	EMPLOYEE LUNCH SUPPLIES	01402 - 9000	31.46
	REIMB EMPLOYEE LUNCHEON	01402 - 9000	5.49
MAILLIE	PROGRESS BILLING-GF	01402 - 3110	1,300.00
MANAGERS EXPENSE CARD	BOS DINNER 4/18	01402 - 9000	42.24
	BOS DINNER 4/4	01402 - 9000	117.64
	BOS DINNER MTG 4/10	01402 - 9000	39.31
	PSATS CONF HOTEL AH	01402 - 4630	489.51
	PSATS DINNER-BOS 4/15	01402 - 4630	262.49
	PSATS DINNER-BOS 4/16	01402 - 4630	424.49
	TOASTER OVEN	01402 - 9000	149.95
MARCUM LLP	AUDITS & ADMIN-APR	01402 - 3111	2,400.00
	AUDITS & ADMIN-DEC	01402 - 3111	1,350.00
MARK A SHEPPERD	CONSULTING-APR	01402 - 3420	140.00
ODALYS CUMMINS	ZHB CRT RPTG 4/3	01402 - 3160	450.00
OFFICE BASICS, INC	COFFEE/SUPPLIES	01402 - 9000	20.00
PIO EXPENSE CARD	CHAIR-PIO BACK SUPPORT	01402 - 3420	28.19
	FREED CAMP SUBSCRIPTION	01402 - 3420	160.92
RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01402 - 2100	154.18
	OFFICE SUPPLIES	01402 - 2100	318.35
	OFFICE SUPPLIES	01402 - 2100	853.90
TD BANK CARD	COSTCO SUPPLIES	01402 - 9000	212.53



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
THE AMBRUSH CO. INC	CLOTHING BOS-TG	01402 - 9000	190.79
TIFFANY BELLAMY	TUITION REIMB-TIFFANY BELLAMY	01402 - 1855	6,708.00
TIMES HERALD PUBLISHING CO INC	AD: BID 24 ROAD RESURFACING	01402 - 3160	521.68
	AD: BOS MTG 4/11/24	01402 - 3160	596.14
	AD: ZHB 2024-02	01402 - 3160	222.84
TINA GARZILLO	PSATS-CONF-TRAVEL-TG	01402 - 4630	203.12
VALLEY FORGE SECURITY CENTER	TAX COLLECTOR LOCK BOX	01402 - 9000	114.00
VERIZON	CELL SERVICE-MAR	01402 - 3210	53.22
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01402 - 3840	199.36
	SHARP USAGE	01402 - 3840	282.02
WILLIAM JENAWAY	PSATS CONF-TRAVEL REIMB-WJ	01402 - 4630	270.73
	<b>Total    Accounting</b>		<b>140,965.39</b>
<b>01403 Tax Collection</b>			
TRI-STATE FINANCIAL GROUP LLC	COMMISSION-MAR24	01403 - 3900	33,860.55
	<b>Total    Tax Collection</b>		<b>33,860.55</b>
<b>01407 Information Technology</b>			
ADMIN HARRIS	RIBBON FOR BADGE PRINTER	01407 - 2200	146.46
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01407 - 1560	80.21
	LIFE/DISAB-FEB	01407 - 1560	80.21
	LIFE/DISAB-MAR	01407 - 1560	80.21
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01407 - 1560	5,182.32
	HEALTH-MAY	01407 - 1560	4,981.25
SECURITY IMAGING CORPORATION	CARABINER ID REELS	01407 - 2200	286.09
VERIZON	CELL SERVICE-MAR	01407 - 3210	150.44
VERTIV CORPORATION	LIEBERT UPS UNIT	01407 - 3741	3,758.20
WEIDENHAMMER	CISCO SMARTNET	01407 - 3743	13,137.00
	UMBRELLA WEB FILTERING	01407 - 3742	508.75
	<b>Total    Information Technology</b>		<b>28,391.14</b>
<b>01408 Planning</b>			
ACCREDITED ENVIRONMENTAL TECHNOL	HAZMAT SURVEY: MOORE-IRWIN	01408 - 3130	3,785.00
ARRO CONSULTING INC	ENGINEERING: UPDATE SEWER MAP	01408 - 3130	324.00
	GRANT: HEUSER & MISCELLANEOUS	01408 - 3130	56.25
	PSA: MS4 REPORTING	01408 - 3131	3,500.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01408 - 1560	53.48
	LIFE/DISAB-FEB	01408 - 1560	53.48
	LIFE/DISAB-MAR	01408 - 1560	53.48
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01408 - 1560	3,455.35
	HEALTH-MAY	01408 - 1560	3,321.28
MCMAHON ASSOCIATES INC	TRAFFIC ENGINEERING	01408 - 3130	1,140.00
	TRAFFIC ENGINEERING: ATP	01408 - 3130	410.00
PUBLIC WORKS EXPENSE CARD	APA DUES: LASH	01408 - 4200	255.00
	DEED: 304 CROSSFIELD ROAD	01408 - 3190	10.78
	PSATS LODGING: HICKMAN	01408 - 3310	500.00
REMINGTON & VERNICK ENGINEERS II, IN	ENGINEERING: CROSSFIELD REPORT	01408 - 3130	247.50
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01408 - 3840	49.84
	SHARP USAGE	01408 - 3840	32.22
	<b>Total    Planning</b>		<b>17,247.66</b>
<b>01410 Police</b>			
911 SAFETY EQUIPMENT	911 - MEASE & ATKINS SHIRTS	01410 - 2380	32.00
	911 - NAME PLATE - JAVIER	01410 - 2380	40.45
	911 SAFETY - BELT - CAMPBELL	01410 - 2380	25.00
ALTA LANGUAGE SERVICES, INC.	ALTA - JAVIER & BAKOVIC	01410 - 3190	110.00
AQUA PENNSYLVANIA	AQUA - SUBSTATION	01410 - 3600	114.64
BRANDY FAHERTY	PIZZA REIMB. - FAHERTY	01410 - 3190	285.00

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
BRIAN BAKOVIC	BAKOVIC - BOOTS REIMBURSEMENT	01410 - 2380	120.00
BRIDGEPORT TROPHY	BPT TROPHY - SMALL PLAQUES	01410 - 3190	43.50
C M S W A T	SWAT UNIFORMS	01410 - 2380	2,100.00
CHRISTOPHER DOLGA	CELL REIMBURSEMENT - DOLGA	01410 - 3210	150.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01410 - 1560	3,624.13
	LIFE/DISAB-FEB	01410 - 1560	3,624.13
	LIFE/DISAB-MAR	01410 - 1560	3,624.13
CODY COMPUTER SERVICES INC	ANNUAL SYSTEM SUPPORT	01410 - 3746	40,624.61
	SUBSCRIPTION LICENSE FOR TRACS	01410 - 3746	5,175.00
COMCAST CORPORATION	COMCAST	01410 - 3600	74.01
	COMMUNICATION LINES 04/24	01410 - 3210	200.00
CONLIN'S COPY CENTER	CONLINS - HIRING POSTERS	01410 - 3190	50.00
	CONLINS - MAP	01410 - 3400	174.24
	CONLINS - TABLECLOTH	01410 - 3190	297.54
	CONLINS-POLICE CAR CUTOUT	01410 - 2950	180.00
DANIEL MEASE	DRONE EXAM REIMB- MEASE	01410 - 4620	175.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01410 - 1560	234,148.38
	HEALTH-MAY	01410 - 1560	225,063.33
FEDERAL EXPRESS CORPORATION	FED-EX - AXON	01410 - 3250	60.95
FITNESS REIMB	1STQTR24 FITNESS REIMB	01410 - 1560	50.97
	1STQTR24 FITNESS REIMB	01410 - 1560	110.97
	1STQTR24 FITNESS REIMB	01410 - 1560	150.00
	1STQTR24 FITNESS REIMB	01410 - 1560	150.00
	1STQTR24 FITNESS REIMB	01410 - 1560	150.00
	1STQTR24 FITNESS REIMB	01410 - 1560	231.00
	1STWTR24 FITNESS REIMB	01410 - 1560	231.00
FRANK JONES TROPHIES	FRANK JONES-DETECTIVE SHIRTS	01410 - 2380	50.00
GM FINANCIAL LEASING	ROMBERGER LEASE	01410 - 3750	523.94
GUARDIAN ALLIANCE TECHNOLOGIES, INC	GUARDIAN - OFFICER HIRING	01410 - 3190	1,460.00
JAMES J WELDON	UNIFORM GEAR - BRYSON	01410 - 2380	50.95
	UNIFORM GEAR - KREUER	01410 - 2380	251.98
	UNIFORM GEAR - WALSH	01410 - 2380	50.95
JAY JOHNSON	INTERVIEW PANEL-JOHNSON REIMB	01410 - 3190	29.94
JOHN KREUER	CELL REIMB, - KREUER	01410 - 3210	150.00
KRANSON CLOTHES INC	KRANSON - FISHER	01410 - 2380	2,347.00
LANGUAGE SERVICES ASSOCIATES	LANGUAGE SERVICES APRIL 24	01410 - 3190	79.80
LIFELINE TRAINING	CALIBRE PRESS - SCAVICCHIO	01410 - 4620	399.00
MATTHEW VALOCCHI	UNMAN AIRCRAFT-VALOCCHI REIMB	01410 - 4620	175.00
MCDONALDS UNIFORM INC	MCDONALDS-NEW OFFICER VESTS	01410 - 2380	194.97
MICHAEL BRUNER	MCDONALD'S-BRUNER REIMB.	01410 - 3310	100.00
PA CHIEFS OF POLICE ASSN (PCPA)	PCPA - TEST & SCORE 24	01410 - 3190	1,812.50
PECO ENERGY	PECO-SUBSTATION	01410 - 3600	121.11
	POLCIE SUBSTATION	01410 - 3600	138.13
PHILADELPHIA INQUIRER INC	PHILA INQUIRER - JOB POSTINGS	01410 - 3400	336.00
POLICE CHIEFS ASSN OF MONTGOMERY CO	PCAMC - 24-25 DUES-NOLAN	01410 - 4200	200.00
POLICE EXPENSE CARD	4 IMPRINT - CERTIFICATE FRAMES	01410 - 2200	438.82
	ACE CLEANERS - DAVIES	01410 - 2380	64.45
	ACE CLEANERS - DOLGA	01410 - 2380	18.71
	ACE CLEANERS - LEIS PANTS	01410 - 2380	6.24
	ACE CLEANERS - MANION PANTS	01410 - 2380	10.40
	AMAZON - MA MIC CLIP	01410 - 3270	44.95
	AMAZON - MACE HOLDER - RETURN	01410 - 2380	-104.76
	AMAZON - MACE HOLDER RETURN	01410 - 2380	-69.84
	AMAZON - MACE HOLDER RETURN	01410 - 2380	-34.92
	AMAZON - USB WALL CHARGER	01410 - 2200	13.76
	BLAUER - HAT RAIN COVERS	01410 - 2380	99.93

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
POLICE EXPENSE CARD	CELLBRITE - NAKAHARA	01410 - 4620	450.00
	CHEWY - ANNA FOOD MAY 24	01410 - 3190	351.06
	CHEWY - ANNA MEDS APRIL	01410 - 3190	205.15
	CHEWY - KYZAR FOOD MAY	01410 - 3190	1,059.24
	CHEWY - KYZAR NEXTGUARD MAY	01410 - 3190	76.85
	CHEWY - VITAMINS - ANNA	01410 - 3190	56.32
	CHEWY 0 KYZAR MEDS MAY	01410 - 3190	35.41
	CVS - HIRING COMM. GIFT CARDS	01410 - 3190	611.90
	ELEVEN10-REPLACEMENT HARDWARE	01410 - 2380	63.60
	GALLS - BELT- KULL	01410 - 2380	65.19
	HARD DRIVES - INVESTIGATION	01410 - 2100	604.16
	INTL CRITICAL INCIDENT-FAHERTY	01410 - 4620	163.00
	PANEL INTERVIEW - DINNER & LUN	01410 - 3190	90.61
	PANEL INTERVIEW DINNER & LUNCH	01410 - 3190	35.50
	PANEL INTERVIEW LUNCH	01410 - 3190	130.74
	PLANTRONICS - DISPATCH HEADSET	01410 - 2200	371.70
	TARGET - COFFEE	01410 - 2200	46.97
	TARGET - CREAMER	01410 - 2200	6.70
	TARGET - CREAMER	01410 - 2200	10.77
	TRANSUNION - RATHFON APR 24	01410 - 3190	358.49
	VRS - KYZAR FOOD MAY 24	01410 - 3190	120.82
	WALMART - COFFEE	01410 - 2200	43.85
	WALMART - ORGANIZER	01410 - 2200	29.14
	WYNDHAM - DOUGHERTY	01410 - 3310	356.31
	WYNDHAM - SMULL	01410 - 3310	356.31
ROBERT SMULL	SMULL- REIMB FOOD & GAS	01410 - 3310	94.32
TD BANK CARD	AMAZON - CELL ALARM DUAL RELAY	01410 - 2200	23.00
	AMAZON - MOTOROLA BATTERY UHF	01410 - 3270	99.95
	COSTCO - COFFEE	01410 - 2200	79.78
TESSCO INCORPORATED	TESSCO - UNIT 18 UHF ANTENNA	01410 - 3270	59.65
THE PENNSYLVANIA STATE UNIVERSITY	PSU JASI - DAVIES	01410 - 4620	1,339.00
	PSU TRAINING - MANION	01410 - 4620	814.00
	PSU TRAINING - SAMUELS	01410 - 4620	814.00
TOBY FISHER	DUNKIN - TOBY FISHER REIMB.	01410 - 3190	57.49
VERIZON	CELL SERVICE-MAR	01410 - 3210	1,717.95
	COMMUNICATION LINES 04/24	01410 - 3210	89.00
W B MASON CO INC AC# MI-1255	WB MASON - HANGING FOLDERS	01410 - 2200	50.00
	WB MASON - ORGANIZER	01410 - 2200	71.99
	WB MASON - PAPER	01410 - 2200	447.84
	WB MASON - SWEETENER & CLOROX	01410 - 2200	177.64
	WB MASON- TISSUES-NOTE PADS	01410 - 2200	86.31
	WB MASON-COFFEE	01410 - 2200	182.35
	WB MASON-FOLDERS & WIPE BOARD	01410 - 2200	177.93
	WB MASON-LEGAL PADS	01410 - 2200	38.36
WILLIAM A FRASER INC	FUEL SURCHARGE	01410 - 3700	5.00
	SHARP LEASE PAYMENT	01410 - 3700	241.36
	SHARP USAGE	01410 - 3700	413.97
	<b>Total</b>	<b>Police</b>	<b>542,929.67</b>
<b>01411 Fire and EMS</b>			
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	148.19
	EMS SUPPLIES	01411 - 2100	447.33
	EMS SUPPLIES	01411 - 2100	544.10
	EMS SUPPLIES	01411 - 2100	745.95
	EMS SUPPLIES	01411 - 2100	1,639.75
CHRISTOPHER DOLGA	REIMB SUPPLIES GRADUATION	01411 - 2910	39.90
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01411 - 1560	1,589.90

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-FEB	01411 - 1560	1,589.90
	LIFE/DISAB-MAR	01411 - 1560	1,589.90
COMCAST CORPORATION	COMMUNICATION LINES 05/24	01411 - 3210	415.85
	SERVICE APRIL	01411 - 3210	31.74
	SERVICE APRIL	01411 - 3210	52.27
DEER PARK	WATER DELIVERY	01411 - 2200	42.38
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01411 - 1560	102,720.64
	HEALTH-MAY	01411 - 1560	98,735.03
EMS EDUCATIONAL SERVICES, INC.	BLS CARDS	01411 - 4620	900.00
	BLS CARDS	01411 - 4620	1,385.00
FIRE LINE EQUIPMENT, LLC	REPAIRS SQUAD 56	01411 - 3750	396.80
GLICK FIRE EQUIPMENT COMPANY INC	REPAIRS 356-1	01411 - 3750	914.28
HOME DEPOT	SUPPLIES-APR	01411 - 2200	278.34
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	40.85
	MEDICAL OXYGEN	01411 - 2100	54.85
	MEDICAL OXYGEN	01411 - 2100	134.55
KARTMAN FIRE PROTECTION SERVICES, IN	EXTINGUISHER SERVICE	01411 - 3190	167.50
KING OF PRUSSIA VOL FIRE CO	APRIL ALLOCATION	01411 - 2420	17,636.00
	MAY ALLOCATION	01411 - 2420	10,939.52
MCDONALDS UNIFORM INC	BEANS UNIFORMS	01411 - 2380	52.99
	CREDIT MEMO	01411 - 2380	-224.97
	GEIGER UNIFORMS	01411 - 2380	131.49
	J. JOHNSON UNIFORMS	01411 - 2380	50.48
	MESCO UNIFORMS	01411 - 2380	33.51
	ORTLIP UNIFORMS	01411 - 2380	305.96
	R. JOHNSON UNIFORMS	01411 - 2380	20.01
	TIGER UNIFORMS	01411 - 2380	15.50
	ZIVIELLO UNIFORMS	01411 - 2380	50.00
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	283.21
	EMS SUPPLIES	01411 - 2100	427.85
	EMS SUPPLIES	01411 - 2100	762.77
NATIONAL FIRE PROTECTION ASSN	JOHNSON DUES	01411 - 4200	175.00
NFC WORLDWIDE SOLUTIONS, LLC	NFC - SZWEDA	01411 - 3190	500.00
OCCUPATIONAL HEALTH CENTERS OF THE	EMPLOYEE SCREENINGS	01411 - 3190	433.00
OFFICE BASICS, INC	JANITORIAL SUPPLIES	01411 - 2200	503.20
PA TURNPIKE TOLL BY PLATE	TOLLS	01411 - 2200	10.00
PECO ENERGY	GAS AND ELEC STA 56	01411 - 3600	1,186.88
PENNA AMERICAN WATER CO.	HYDRANT MAINT	01411 - 3790	1,094.45
POLICE EXPENSE CARD	EMS SUPPLIES	01411 - 2100	158.00
	EMS SUPPLIES	01411 - 2100	230.00
REALEN VALLEY FORGE GREEN ASSOCIAT	COMMON AREA MAINT	01411 - 3600	44.81
SALERNO TIRE CORP	APPARATUS TIRES	01411 - 2420	17,071.34
SHANNON SCHREUR	TUITION REIMB	01411 - 1855	3,354.00
STEPHEN A PULLEY	24 STIPEND	01411 - 3190	12,000.00
	REIMB LIABILITY INSURANCE	01411 - 3190	2,738.96
SWEDELAND VOL. FIRE CO.	APRIL ALLOCATION	01411 - 2420	11,755.83
	MAY ALLOCATION	01411 - 2420	1,380.97
SWEDESBURG VOL. FIRE CO.	APRIL ALLOCATION	01411 - 2420	12,162.00
	MAY ALLOCATION	01411 - 2420	12,162.00
VERIZON	CELL SERVICE-MAR	01411 - 3210	1,013.95
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01411 - 3746	70.00
	SHARP USAGE	01411 - 3746	92.78
WILLIAM DAYWALT	REIMB TRAVEL EXPENSES	01411 - 3310	778.92
WOLANIN CONSULTING AND ASSESSMENT	BACKGROUND CHECKS	01411 - 2100	425.00
WORKING FIRE FURNITURE & MATTRESS C	BEDS STA 56	01411 - 2200	1,253.96
	<b>Total</b>	<b>Fire and EMS</b>	<b>325,684.37</b>

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01413 Codes Enforcement</b>			
ALEX PIENKA	AP CEU'S	01413 - 4620	361.12
	AP WORK BOOTS	01413 - 9000	175.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01413 - 1560	269.32
	LIFE/DISAB-FEB	01413 - 1560	269.32
	LIFE/DISAB-MAR	01413 - 1560	269.32
CODE ENFORCEMENT EXPENSE CARD	AP TRAINING	01413 - 4620	160.00
	CNG #326	01413 - 2300	57.31
	OFFICE SUPPLIES	01413 - 2100	29.77
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01413 - 1560	17,400.38
	HEALTH-MAY	01413 - 1560	16,725.23
RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01413 - 2100	-40.95
	OFFICE SUPPLIES	01413 - 2100	34.56
	OFFICE SUPPLIES	01413 - 2100	107.88
	OFFICE SUPPLIES	01413 - 2100	399.45
TRAISSR LLC	TRAISSR MAINT.	01413 - 3746	300.00
UNITED INSPECTION AGENCY INC	EPR EATLY	01413 - 3190	475.00
	EPR K POT	01413 - 3190	175.00
VERIZON	CELL SERVICE-MAR	01413 - 3210	43.54
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01413 - 3840	39.00
	SHARP LEASE PAYMENT	01413 - 3840	49.84
	SHARP USAGE	01413 - 3840	58.98
	<i>Total Codes Enforcement</i>		<b>37,359.07</b>
<b>01430 Transportation</b>			
AMAZON CAPITAL SERVICES, INC.	DRY ERASE BOARD	01430 - 2100	51.15
ARRO CONSULTING INC	PSA: 2024 ROAD PROGRAM	01430 - 4580	6,574.88
	PSA: 2024 ROAD PROGRAM	01430 - 4580	8,218.60
ATHENS TECHNICAL SPECIALISTS INC	CONFLICT MONITOR CALIBRATION	01430 - 2200	721.37
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01430 - 1560	583.04
	LIFE/DISAB-FEB	01430 - 1560	583.04
	LIFE/DISAB-MAR	01430 - 1560	583.04
COLONIAL CONCRETE IND LTD	CURB: 340 ANDERSON ROAD	01430 - 2451	715.00
	SWALE REPAIR: POWDERHORN RD	01430 - 2453	612.50
COMCAST CORPORATION	CABLE: PW GARAGE	01430 - 3730	77.26
COMMONWEALTH PRECAST INC	M-TOP INLET BOXES	01430 - 2453	460.00
DEER PARK	COOLER WATER: TRANSPORTATION	01430 - 3730	36.22
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01430 - 1560	37,669.29
	HEALTH-MAY	01430 - 1560	36,207.71
EASTERN GENERATOR INC.	GENERATOR PM: PW GARAGE	01430 - 3730	180.00
GLASGOW INC.	CURB: 340 ANDERSON ROAD	01430 - 2451	319.57
	DRIVEWAY BERM: PUGH ROAD	01430 - 2451	100.04
	INLET REPAIR: LONGVIEW RD	01430 - 2453	86.40
	INLET REPAIR: MALL BLVD	01430 - 2453	121.71
	INLET REPAIR: MALL BLVD	01430 - 2453	150.02
	INLET REPAIR: NOR-VIEW FARM	01430 - 2453	163.64
	ROAD REPAIR: FEHELEY DR	01430 - 2451	595.90
	ROAD REPAIR: GREEN HILL ROAD	01430 - 2451	98.05
	STORM PIPE REPAIR: BALLIGO	01430 - 2453	845.32
HOME DEPOT	SUPPLIES-APR	01430 - 2200	191.74
	SUPPLIES-APR	01430 - 2451	104.04
	SUPPLIES-APR	01430 - 2453	461.52
	SUPPLIES-APR	01430 - 2600	153.15
MARTIN STONE QUARRIES	R7 STONE (STOCK)	01430 - 2453	914.20
MONTGOMERY CO PUBLIC WORKS ASN	MCPWA 2024 DUES	01430 - 4200	135.00
OFFICE BASICS, INC	RESTROOM SUPPLIES: PW GARAGE	01430 - 3730	326.24

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PECO ENERGY	ELECTRIC: PW GARAGE	01430 - 3600	1,183.20	
	ELECTRIC: SALT SHED	01430 - 3600	45.99	
	ELECTRIC: SALT SHED	01430 - 3600	46.41	
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,851.88	
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,250.87	
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,250.87	
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.06	
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.06	
	GAS: PW GARAGE	01430 - 3600	1,461.04	
	PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	402.17
		PUBLIC WORKS EXPENSE CARD	PSATS LODGING: HICKMAN	100.00
	SIGNAL SERVICE INC.	PSATS: HICKMAN	01430 - 4620	54.00
		AMBER LED SIGNAL LIGHT	01430 - 2200	124.00
	TD BANK CARD	SADDLE BRACKETS	01430 - 2200	695.00
ASPHALT RELEASE AGENT		01430 - 2451	127.14	
TRAFFIC PRODUCTS LLC	MALFUNCTION MGMT UNIT REPAIR	01430 - 2200	260.00	
TRAISSR LLC	TRAISSR SAAS	01430 - 3190	2,040.00	
TRIAD TRUCK EQUIPMENT	UNIT 444: BLACKTOP TARP	01430 - 3740	412.00	
USIC HOLDINGS, INC	PA ONE CALL: TRANSPORTATION	01430 - 3190	3,964.32	
VERIZON	CELL SERVICE-MAR	01430 - 3210	511.33	
	COMMUNICATION LINES 05/24	01430 - 3210	35.86	
	WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TRANSPORTATION	69.76	
WILLIAM A FRASER INC	WASTE REMOVAL: TRANSPORTATION	01430 - 3185	1,180.20	
	SHARP LEASE PAYMENT	01430 - 3840	71.82	
	SHARP USAGE	01430 - 3840	9.54	
	<i>Total Transportation</i>		<b>115,197.16</b>	
 <b>01432 PW-Vehicle Maintenance</b>				
AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	01432 - 2100	39.91	
ARDMORE TIRE, INC	OFFICE SUPPLIES	01432 - 2100	48.16	
	UNIT 17: TIRES	01432 - 2500	592.16	
	UNIT 421: TIRE/RIM	01432 - 2500	390.00	
	UNIT 450: TIRE REPAIRS	01432 - 2500	535.00	
	UNIT 52: TIRES	01432 - 2500	246.52	
	UNIT 56-3: TIRES	01432 - 2500	296.00	
	BERGEY'S FORD INC.	UNIT 16: BRAKES & ROTORS	01432 - 2500	345.69
		UNIT 16: VALVE/HOSE/GASKET	01432 - 2500	106.61
		UNIT 18: HOSE/GASKET	01432 - 2500	122.47
		UNIT 422: INJECTOR MODULE	01432 - 2500	696.10
UNIT 423: A/C CONTROL		01432 - 2500	108.19	
UNIT 447: FILTERS		01432 - 2500	168.32	
UNIT 50: LAMP ASSEMBLY		01432 - 2500	191.52	
UNIT 52: BRAKES & ROTORS		01432 - 2500	68.99	
UNIT 52: ROTORS		01432 - 2500	220.68	
UNIT 56-2: PLUGS		01432 - 2500	23.36	
BOB'S AUTO PARTS	UNIT 63: COIL PACKS	01432 - 2500	619.85	
	UNIT 63: SPARK PLUGS	01432 - 2500	29.28	
	UNIT 63: SPARK PLUGS	01432 - 2500	253.48	
	FLOOR DRY	01432 - 2200	50.67	
	MOTOR OIL (STOCK)	01432 - 2500	150.55	
	UNIT 1: BRAKE ROTOR/MOTOR OIL	01432 - 2500	193.35	
	UNIT 16: WHEEL SENSOR	01432 - 2500	79.96	
	UNIT 18: IGNITION COILS	01432 - 2500	318.18	
	UNIT 421: BRAKES & ROTORS	01432 - 2500	351.96	
	UNIT 421: TIE ROD END	01432 - 2500	142.18	
	UNIT 422: BRAKE PADS	01432 - 2500	56.99	
	UNIT 422: EGR VALVE/SENSOR	01432 - 2500	286.23	

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
BOB'S AUTO PARTS	UNIT 456: BATTERY	01432 - 2500	154.99
	UNIT 51: ANTIFREEZE	01432 - 2500	39.96
	UNIT 51: V-BELT	01432 - 2500	22.15
	UNIT 52: BRAKES & ROTORS	01432 - 2500	141.97
	UNIT 56: BRAKES & ROTORS	01432 - 2500	299.94
	UNIT 56: WIPERS	01432 - 2500	8.99
	WASHER FLUID (STOCK)	01432 - 2500	83.88
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01432 - 1560	120.94
	LIFE/DISAB-FEB	01432 - 1560	120.94
	LIFE/DISAB-MAR	01432 - 1560	120.94
CONSHOHOCKEN AUTO GLASS LLC	UNIT 356-6: WINDOW	01432 - 2500	425.00
DEER PARK	COOLER WATER: VM GARAGE	01432 - 2200	18.88
DEJANA TRUCK & UTILITY EQUIPMENT NE	UNIT 474: RACK/LIGHT BAR	01432 - 2500	631.17
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01432 - 1560	7,813.90
	HEALTH-MAY	01432 - 1560	7,510.72
EAGLE POWER & EQUIPMENT INC	CHAINSAW BRAKE	01432 - 2500	60.99
	FUEL GAUGE	01432 - 2500	92.96
EASTERN AUTO PARTS WAREHOUSE	TPMS SENSOR	01432 - 2500	63.98
	UNIT 51: WATER PUMP	01432 - 2500	73.88
	UNIT 56-2: AIR FILTER	01432 - 2500	15.41
	UNIT 56-2: AIR FILTER	01432 - 2500	15.41
ELLIOTT AUTO SUPPLY CO., INC.	FARM MOWERS: FILTERS	01432 - 2500	26.14
	FARM MOWERS: FILTERS	01432 - 2500	53.07
	UNIT 435: FILTERS	01432 - 2500	92.77
	UNIT 49: FUEL FILTER	01432 - 2500	6.16
	UNIT 49: FUEL FILTER	01432 - 2500	13.64
EMANUEL TIRE OF PENNSYLVANIA, INC.	TIRE DISPOSAL	01432 - 2500	216.00
HOOVER TRUCK CENTERS, INC.	UNIT 356-1: A/C COMPRESSOR	01432 - 2500	474.92
	UNIT 446: SENDER/REGULATOR	01432 - 2500	207.71
INTERSTATE BATTERY SYSTEM INC	UNIT 49: BATTERY	01432 - 2500	132.95
	UNIT 55: BATTERY	01432 - 2500	132.95
PPC LUBRICANTS INC	ANTIFREEZE	01432 - 2500	618.35
RYAN HALL	2024 TOOLS: HALL	01432 - 7400	500.00
SOSMETAL PRODUCTS INC	PLOW BOLTS	01432 - 2500	412.10
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 22: EMISSIONS TEST	01432 - 2500	45.00
	UNIT 432: EMISSIONS	01432 - 2500	35.00
	UNIT 56: EMISSIONS TEST	01432 - 2500	45.00
	UNIT 6: EMISSIONS	01432 - 2500	45.00
TRIAD TRUCK EQUIPMENT	UNIT 447: SOLENOID VALVE	01432 - 2500	302.00
UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	132.24
UNITED RENTALS (NA), INC.	MIXER: CARBURETOR	01432 - 2500	115.84
	<b>Total PW-Vehicle Maintenance</b>		<b>28,176.20</b>

**01434 PW-Park Maintenance**

AMAZON CAPITAL SERVICES, INC.	TRAILER JACK/MISC SUPPLIES	01434 - 2460	87.00
	TRAILER JACK/MISC SUPPLIES	01434 - 3740	29.98
AQUA PENNSYLVANIA	WATER: NOR-VIEW FARM	01434 - 2800	456.56
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01434 - 1560	275.36
	LIFE/DISAB-FEB	01434 - 1560	275.36
	LIFE/DISAB-MAR	01434 - 1560	275.36
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01434 - 1560	17,790.62
	HEALTH-MAY	01434 - 1560	17,100.33
DONALD WALLACE INC	CLEANING SUPPLIES	01434 - 2800	430.64
DUFF SUPPLY COMPANY	COMPRESSION CAP	01434 - 2800	1.10
	FLUSH VALVE	01434 - 2800	673.83
	SOLENOID ASSEMBLY	01434 - 2800	254.01
EAGLE POWER & EQUIPMENT INC	CHAINSAW BAR OIL & CHAIN	01434 - 2200	119.33

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
EAGLE POWER & EQUIPMENT INC	RATCHET STRAPS	01434 - 2200	63.90
ESTEEM ENTERTAINMENT	FALL FESTIVAL: MUSIC	01434 - 2800	800.00
HOME DEPOT	SUPPLIES-APR	01434 - 2200	120.84
	SUPPLIES-APR	01434 - 2460	90.15
	SUPPLIES-APR	01434 - 2800	309.68
JOSEPH G. LESTOCHI	FALL FESTIVAL: MUSIC	01434 - 2800	300.00
LAWN & GOLF SUPPLY CO INC	STRING TRIMMERS	01434 - 7400	919.97
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00
MARTIN STONE QUARRIES	INFIELD MIX	01434 - 2200	1,463.19
MAYFIELD GARDENS INC	MULCH	01434 - 2200	137.50
	MULCH	01434 - 2200	165.00
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01434 - 3190	490.00
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2460	88.76
	ELECTRIC: COMPOST SITE	01434 - 2800	66.23
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	115.78
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	115.21
	ELECTRIC: NOR-VIEW FARM BARN 2	01434 - 2800	128.22
	ELECTRIC: NOR-VIEW FARM HOUSE	01434 - 2800	41.60
	ELECTRIC: NOR-VIEW FARM STORE	01434 - 2800	131.22
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	45.65
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	44.73
PETER BLAUNER, VMD	VET SERVICE: CHESTER	01434 - 2800	400.00
PETROLEUM TRADERS CORP	DIESEL: COMPOST SITE	01434 - 2460	2,005.68
PMG SM PA LLC	FIELD PAINT	01434 - 2200	292.80
SITEONE LANDSCAPE SUPPLY HOLDING LI	FERTILIZER	01434 - 2210	44.56
	FERTILIZER	01434 - 2210	131.81
	FIELD CONDITIONER	01434 - 2200	29.72
	HERBICIDE	01434 - 2210	312.00
SUBURBAN PROPANE L.P.	PROPANE: NOR-VIEW FARM	01434 - 2800	708.23
THE JAYDOR COMPANY	GARAGE DOOR REPAIR	01434 - 2800	509.00
	GARAGE DOOR REPAIR	01434 - 2800	960.00
TRACTOR SUPPLY CO	ANIMAL SUPPLIES	01434 - 2800	343.86
VALLEY FORGE SECURITY CENTER	SECURITY SYSTEM BATTERY	01434 - 2800	97.00
VERIZON	CELL SERVICE-MAR	01434 - 2800	25.96
	COMMUNICATION LINES 05/24	01434 - 3210	45.75
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	315.61
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01434 - 2800	29.68
	SHARP USAGE	01434 - 2800	7.66

**Total PW-Park Maintenance 49,701.43**

**01436 PW-Building Maintenance**

AMAZON CAPITAL SERVICES, INC.	CREDIT	01436 - 2200	-1.16
	FLAGS	01436 - 3730	256.17
	OFFICE SUPPLIES	01436 - 2200	28.65
	OFFICE SUPPLIES	01436 - 2200	49.82
	OFFICE SUPPLIES	01436 - 2200	183.39
AQUA PENNSYLVANIA	WATER: TOWNSHIP BUILDING	01436 - 3600	251.36
	WATER: TOWNSHIP BUILDING	01436 - 3600	833.32
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01436 - 1560	93.89
	LIFE/DISAB-FEB	01436 - 1560	93.89
	LIFE/DISAB-MAR	01436 - 1560	93.89
COMCAST CORPORATION	COMMUNICATION LINES 04/24	01436 - 3210	627.48
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	330.02
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01436 - 1560	6,066.34
	HEALTH-MAY	01436 - 1560	5,830.96
EIP HOLDCO, INC	COMMUNICATION LINES 04/24	01436 - 3210	1,411.72
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: TOWNSHIP BLDG	01436 - 3730	360.00



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
METROPOLITAN FLAG AND BANNER LLC	TOWNSHIP FLAGS	01436 - 3730	316.00
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	283.36
OFFICE BASICS, INC	MISCELLANEOUS SUPPLIES	01436 - 2200	791.01
	OFFICE SUPPLIES	01436 - 2200	638.81
PARKER INTERIOR PLANTSCAPE INC	INTERIOR PLANT SERVICE	01436 - 4545	638.39
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	64.91
	GAS: TOWNSHIP BUILDING	01436 - 3600	577.60
PUBLIC WORKS EXPENSE CARD	EDUCATION: HICKMAN	01436 - 4620	159.99
	PSATS MEAL: HICKMAN	01436 - 4620	5.75
	PSATS MEAL: HICKMAN	01436 - 4620	16.73
	PSATS MEAL: HICKMAN	01436 - 4620	28.00
	PSATS MEALS: HICKMAN	01436 - 4620	21.23
	PSATS: HICKMAN	01436 - 4620	195.00
	RETIREMENT: BRADBY	01436 - 3730	14.83
	RETIREMENT: BRADBY	01436 - 3730	154.23
TD BANK CARD	RETIREMENT: BRADBY	01436 - 3730	66.85
THOMAS E JOHNS	WINDOW CLEANING: TOWNSHIP BLDG	01436 - 4545	2,376.00
UNIFIRST CORPORATION	UNIFORMS: BUILDING MAINTENANCE	01436 - 2380	48.09
VERIZON	CELL SERVICE-MAR	01436 - 3210	43.54
	COMMUNICATION LINES 05/24	01436 - 3210	279.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	634.01
WEST CHESTER MECHANICAL CONTRACT	PM SERVICE: BOILERS	01436 - 4521	2,538.95
	PM SERVICE: COOLING TOWER	01436 - 4521	1,332.77
	<b>Total PW-Building Maintenance</b>		<b>27,734.79</b>

**01450 Park and Recreation**

AMAZON CAPITAL SERVICES, INC.	CANOPY	01450 - 4599	161.94
	EARTH DAY SUPPLIES	01450 - 4595	47.77
	MAINTENANCE SUPPLIES	01450 - 3730	16.73
	MAINTENANCE SUPPLIES	01450 - 3730	115.14
	MAINTENANCE SUPPLIES	01450 - 3730	119.96
	MAINTENANCE SUPPLIES	01450 - 3730	135.74
	MAINTENANCE SUPPLIES	01450 - 3730	246.39
	MAINTENANCE SUPPLIES	01450 - 3730	259.45
	POOL EQUIPMENT	01450 - 2211	196.47
	POOL SUPPLIES	01450 - 2211	222.68
	PROGRAM SUPPLIES	01450 - 4593	52.80
	PROGRAM SUPPLIES	01450 - 4593	69.39
	RECREATION SUPPLIES	01450 - 4599	36.89
	RECYCLE BINS	01450 - 4595	99.87
	UMFM UTILITY WAGON	01450 - 4597	372.87
	WHITE BOARD	01450 - 4599	49.26
AMERICAN NATIONAL RED CROSS & ITS C	CPR/AED/FIRST AID	01450 - 4593	102.60
	CPR/AED/FIRST AID	01450 - 4593	136.80
AQUA PENNSYLVANIA	WATER BILL - BOB CASE	01450 - 3600	394.51
	WATER BILL - UMCC	01450 - 3600	251.36
	WATER BILL - WALKER	01450 - 3600	21.18
	WATER BILL - WALKER PARK	01450 - 3600	501.54
	WATER BILL- BOB CASE	01450 - 3600	557.88
	WATER BILL- CULTURAL CENTER	01450 - 3600	61.75
	WATER BILL- SWEDELAND PARK	01450 - 3600	61.75
	WATER BILL- UMCC	01450 - 3600	563.36
BERARDELLI LLC	POOL CHEMICALS	01450 - 2210	5,129.75
BRUCE GINSBURG	POOL BUILDING PLUMBING	01450 - 3732	550.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	01450 - 1560	245.56
	LIFE/DISAB-FEB	01450 - 1560	245.56
	LIFE/DISAB-MAR	01450 - 1560	245.56

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
COMCAST CORPORATION	COMMUNICATION LINES 04/24	01450 - 3600	725.10
	COMMUNICATION LINES 05/24	01450 - 3210	238.33
DANIEL C RUSSELL	CONFERENCE EXPENSE	01450 - 3310	76.60
DANIEL D SOMERVILLE	WEEKEND CLEANING SERVICE	01450 - 3730	1,300.00
DEER PARK	SPRING WATER	01450 - 2200	132.46
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	01450 - 1560	15,864.87
	HEALTH-MAY	01450 - 1560	15,249.30
DONALD WALLACE INC	BUILDING MAINTENACE	01450 - 3730	847.70
DUBBLE BUBBLES LAUNDRY	COMMERCIAL WASH	01450 - 3730	65.00
	COMMERCIAL WASH	01450 - 3730	65.00
DYLAN MUTERSBAUGH	CELL PHONE REIMBURSEMENT	01450 - 3210	150.00
E-WEBSITY INC	COMMUNITY PASS	01450 - 3900	2,425.22
	COMMUNITY PASS FEES	01450 - 3900	3,200.23
EASTERN GENERATOR INC.	GENERATOR SERVICE	01450 - 3740	1,098.70
EDGE SIGNS & GRAPHICS, LLC	SIGNAGE	01450 - 4597	127.20
EDWARD W. SWAYZE JR	XTREME HOOPS	01450 - 4593	413.06
FRANK JONES TROPHIES	EARTH DAY AWARD	01450 - 4595	74.65
FRANKLIN CLEANING EQUIPMENT & SUPP	MAINTENANCE SUPPLIES	01450 - 3730	235.00
FREDERICK SICILIA	PICKLEBALL MLSN	01450 - 4593	330.00
GEORGE HASARA	VOLLEYBALL OFFICIAL	01450 - 4593	40.00
GERRI VATTIMO	CLASSROOM SUPPLIES	01450 - 4599	10.59
HEATHER MELCK	CELL PHONE REIMBURSEMENT	01450 - 3210	150.00
	TRAINING REIMBURSEMENT	01450 - 3210	135.00
HOLLY MEADE DESIGNS INC	BEECHTREE ACTIVITY	01450 - 4592	150.00
HOME DEPOT	SUPPLIES-APR	01450 - 3730	213.52
	SUPPLIES-APR	01450 - 4599	462.95
HOMER PRINTING COMPANY INC	SUMMER ACTIVITY GUIDE 2024	01450 - 3401	2,030.00
JULES AND ASSOCIATES INC	EXERCISE EQUIPMENT LEASE	01450 - 3701	9,360.00
KENDRA BONNER	CAMP ACTIVITY	01450 - 4592	120.00
LIFEGUARD STORE INC	POOL CHEMICALS	01450 - 2210	588.37
	POOL SUPLIES	01450 - 2211	285.00
M.A.D. EXTERMINATORS, INC.	EXTERMINATOR	01450 - 3730	125.00
MARIANNE SUTERA RHOADS	BEECHTREE ACTIVITY	01450 - 4592	120.00
METROPOLITAN FLAG AND BANNER LLC	FACILITY FLAGS	01450 - 4599	1,504.40
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01450 - 3190	92.00
	EMPLOYEE SCREENINGS	01450 - 3190	276.00
	EMPLOYEE SCREENINGS	01450 - 3190	276.00
OFFICE BASICS, INC	MAINTENANCE SUPPLIES	01450 - 3730	638.40
	MAINTENANCE SUPPLIES	01450 - 3730	926.70
PARK & REC EXPENSE CARD	BANNERS	01450 - 4595	272.26
	FLAG FOOTBALL	01450 - 4593	300.00
	FLAG FOOTBALL	01450 - 4593	861.34
	FLAG FOOTBALL JERSEYS	01450 - 4593	4,560.00
	LIFEGUARD SUPPLIES	01450 - 2211	198.80
	PNO MOVIE	01450 - 4593	28.61
	REFRESHMENTS STAFF MEETING	01450 - 2200	102.49
	SENIOR BOWLING EVENT	01450 - 2490	898.85
	SPOTIFY	01450 - 2200	18.01
	UMFM SIGNS	01450 - 4597	44.15
PECO ENERGY	ELECTRIC - BOB WHITE	01450 - 3600	53.61
	ELECTRIC - BOB WHITE FARMS	01450 - 3600	51.28
	ELECTRIC - EXEC. ESTATES	01450 - 3600	34.23
	ELECTRIC - GAZEBO	01450 - 3600	223.68
	ELECTRIC - GAZEBO	01450 - 3600	285.92
	ELECTRIC BAXTER FIELD	01450 - 3600	1,643.70
	ELECTRIC BAXTER FIELD	01450 - 3600	1,619.08

**UPPER MERION TOWNSHIP**

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**May 9, 2024**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PECO ENERGY	ELECTRIC HEUSER PARK	01450 - 3600	4,411.88	
	ELECTRIC PARK BEHIND TWP BUILD	01450 - 3600	30.13	
	ELECTRIC SWEDELAND PARK	01450 - 3600	131.55	
	ELECTRIC SWIM TENNIS	01450 - 3600	163.79	
	ELECTRIC SWIM-TENNIS	01450 - 3600	183.22	
	ELECTRIC TWP PARK	01450 - 3600	822.37	
	ELECTRIC UMCC	01450 - 3600	5,808.68	
	ELECTRIC UMCC	01450 - 3600	6,959.53	
	ELECTRIC WALKER PARK	01450 - 3600	1,023.82	
	ELECTRIC WALKER PARK	01450 - 3600	1,060.88	
	ELECTRIC- HEUSER PARK	01450 - 3600	4,344.87	
	ELECTRIC- TWP BUILDING GAZEBO	01450 - 3600	30.13	
	GAS- UMCC	01450 - 3600	1,566.55	
	GAS- UMCC	01450 - 3600	903.73	
	LIGHTS - WALKER PARK	01450 - 3600	127.29	
	LIGHTS WALKER PARK	01450 - 3600	712.04	
	PARK BEHIND TWP BUILDING	01450 - 3600	952.73	
	POWER CAPITAL MANAGEMENT, INC	INFO DISPLAY SCREENS	01450 - 4599	1,042.95
	REPUBLIC SERVICES INC	WASTE REMOVAL - HEUSER	01450 - 3185	470.93
		WASTE REMOVAL- WALKER	01450 - 3185	390.73
	RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01450 - 2100	89.43
	ROBERT MATCOVICH	HANDS ON SCIENCE	01450 - 4593	1,632.00
	SEAN CLANCY	CSI CLASS	01450 - 4593	600.00
	SHINING KNIGHTS LTD	CHESS	01450 - 4593	1,560.00
	SIMPLEX WELLNESS, INC.	SIMPLEX WELLNESS	01450 - 3701	18,858.65
	SITEONE LANDSCAPE SUPPLY HOLDING LI	LANDSCAPING- POOL	01450 - 3732	185.02
	TERRELL D NELSON	DAY CAMP ACTIVITY	01450 - 4592	300.00
	THE TUSTIN GROUP, LLC	HVAC SERVICE UMCC	01450 - 4521	2,687.50
	THOMAS KOZUCHOWSKI	PICKLEBALL	01450 - 4593	330.00
	TRACTOR SUPPLY CO	POWER WASH	01450 - 3730	685.99
		POWER WASH	01450 - 3732	685.99
	VERIZON	CELL SERVICE-MAR	01450 - 4597	61.00
	VIEVETTE BENTLEY	BEECHTREE CAMP ACTIVITY	01450 - 4592	400.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL- HEUSER PARK	01450 - 3185	749.44	
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01450 - 3840	141.68	
	SHARP USAGE	01450 - 3840	159.37	
WILLIAM HENRY REED III	XTREME LITTLE HOOPERS	01450 - 4593	267.12	
XTREME HOOPS	XTREME HOOPS	01450 - 4593	1,326.14	
	XTREME HOOPS	01450 - 4593	1,363.20	
	XTREME HOOPS	01450 - 4593	3,294.48	
	<b>Total</b>	<b>Park and Recreation</b>	<b>149,105.68</b>	
<b>01475 Paying Agent Fee</b>				
THE BANK OF NEW YORK MELLON	PAYING AGENT FEE 2019 GO BOND	01475 - 0000	825.00	
	PAYING AGENT FEE 2022 GO BOND	01475 - 0000	750.00	
	<b>Total</b>	<b>Paying Agent Fee</b>	<b>1,575.00</b>	
<b>01493 TMA/Rambler/Other</b>				
AQUA PENNSYLVANIA	WATER: SUNNY HILL FARM	01493 - 3600	21.18	
GREATER VALLEY FORGE T.M.A.	APR24 SVC LESS APR24 TIX	01493 - 3320	23,345.24	
	MAR24 SVC LESS MAR24 TIX	01493 - 3320	23,401.36	
PECO ENERGY	ELECTRIC/GAS: SUNNY HILL FARM	01493 - 3600	31.47	
	<b>Total</b>	<b>TMA/Rambler/Other</b>	<b>46,799.25</b>	
<b>04456 Library</b>				
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2100	403.64	
	BOOKS	04456 - 2472	261.27	
	BOOKS	04456 - 2473	156.97	

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2476	33.31
	BOOKS	04456 - 2477	51.89
	BOOKS	04456 - 2481	40.95
	CHILDREN'S MEDIA	04456 - 2477	-24.91
BAKER & TAYLOR INC	BOOKS	04456 - 2472	47.76
	BOOKS	04456 - 2472	175.71
	BOOKS	04456 - 2472	309.11
	BOOKS	04456 - 2472	354.41
	BOOKS	04456 - 2472	388.66
	BOOKS	04456 - 2472	512.24
	BOOKS	04456 - 2472	566.20
	BOOKS	04456 - 2472	582.17
	BOOKS	04456 - 2472	1,012.55
	BOOKS	04456 - 2480	22.99
	BOOKS	04456 - 2480	24.18
	BOOKS	04456 - 2480	25.39
	BOOKS	04456 - 2480	40.21
	BOOKS	04456 - 2480	110.08
	BOOKS	04456 - 2480	128.18
	CHILDREN'S BOOKS	04456 - 2473	10.89
	CHILDREN'S BOOKS	04456 - 2473	63.93
	CHILDREN'S BOOKS	04456 - 2473	182.58
	CHILDREN'S BOOKS	04456 - 2473	519.02
	CHILDREN'S BOOKS	04456 - 2473	1,137.32
	CHILDREN'S BOOKS	04456 - 2480	11.49
BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	116.85
CENGAGE LEARNING INC	LARGE PRINT	04456 - 2481	28.49
	LARGE PRINT	04456 - 2481	53.23
	LARGE PRINT	04456 - 2481	53.98
	LARGE PRINT	04456 - 2481	62.97
	LARGE PRINT	04456 - 2481	78.72
	LARGE PRINT	04456 - 2481	86.22
	LARGE PRINT	04456 - 2481	89.24
	LARGE PRINT	04456 - 2481	101.21
	LARGE PRINT	04456 - 2481	104.96
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	04456 - 1560	346.93
	LIFE/DISAB-FEB	04456 - 1560	346.93
	LIFE/DISAB-MAR	04456 - 1560	346.93
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	04456 - 1560	22,414.72
	HEALTH-MAY	04456 - 1560	21,545.02
DEMCO INC	SUPPLIES	04456 - 2100	99.89
ELMWOOD PARK ZOO	RESOURCES	04456 - 2474	1,500.00
FITNESS REIMB	1STQTR24 FITNESS REIMB	04456 - 1560	150.00
LAURA ARNHOLD	SUPPLIES	04456 - 2100	60.39
LIBRARY EXPENSE CARD	RESOURCES	04456 - 2474	11.65
	SUPPLIES	04456 - 2100	330.00
MATTHEW BENDER & COMPANY INC	BOOKS	04456 - 2472	67.08
MIDWEST TAPE LLC	EBOOKS	04456 - 2483	1,226.40
	MEDIA	04456 - 2476	31.49
	MEDIA	04456 - 2476	128.71
	MEDIA	04456 - 2476	166.21
	MEDIA	04456 - 2476	230.17
OVERDRIVE	EBOOKS	04456 - 2483	183.63
	EBOOKS	04456 - 2483	224.92
	EBOOKS	04456 - 2483	444.07
	EBOOKS	04456 - 2483	560.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
OVERDRIVE	EBOOKS	04456 - 2483	708.99
	EBOOKS	04456 - 2483	1,032.73
PETTY CASH	SUPPLIES	04456 - 2100	87.49
	SUPPLIES	04456 - 2473	16.88
PHILADELPHIA INQUIRER INC	PERIODICALS	04456 - 2475	161.00
PLAYAWAY PRODUCTS LLC	CHILDREN'S MEDIA	04456 - 2477	47.49
	CHILDREN'S MEDIA	04456 - 2477	416.59
	MEDIA	04456 - 2476	724.26
PRONUNCIATOR LLC	RESOURCES	04456 - 2474	1,295.00
REBECCA GINTHER	SUPPLIES	04456 - 2100	115.99
RICHTER TOTAL OFFICE	SUPPLIES	04456 - 2100	149.50
SCHOLASTIC LIBRARY PUBLISHING	SUPPLIES	04456 - 2100	162.18
SUSAN KIRKPATRICK	SUPPLIES	04456 - 2100	24.23
	SUPPLIES	04456 - 2100	59.32
T-MOBILE USA, INC	RESOURCES	04456 - 2474	56.56
TECH LOGIC CORPORATION	RESOURCES	04456 - 2474	916.00
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	04456 - 3840	70.00
	SHARP USAGE	04456 - 3840	185.25
	<b>Total</b>	<b>Library</b>	<b>64,568.66</b>

**08421 Trout Run**

AMAZON CAPITAL SERVICES, INC.	FLAGS	08421 - 2200	67.88
AQUA PENNSYLVANIA	WATER: TROUT RUN	08421 - 3660	586.82
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	08421 - 1560	75.76
	LIFE/DISAB-FEB	08421 - 1560	75.76
	LIFE/DISAB-MAR	08421 - 1560	75.76
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	56.57
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	08421 - 1560	4,894.55
	HEALTH-MAY	08421 - 1560	4,704.64
EAGLE POWER & EQUIPMENT INC	LOADER: PM SERVICE	08421 - 3740	910.51
GRAINGER -W.W.GRAINGER INC	FLUORESCENT BULBS (CASE)	08421 - 2200	191.32
	LIGHT BULBS & SNAP HOOKS	08421 - 2200	41.43
	OIL PUMP	08421 - 2200	48.88
J P MASCARO & SONS	SLUDGE DISPOSAL: TROUT RUN	08421 - 3186	14,588.04
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	12,421.30
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	12,577.69
KAPPE ASSOCIATES, INC	FLOMATCHER MAINTENANCE	08421 - 3740	2,453.00
KEYSTONE ENGINEERING GROUP, INC	SCADA REPAIR: TROUT RUN	08421 - 3700	1,760.90
M J REIDER ASSOCIATES INC	NPDES TESTING: TROUT RUN	08421 - 2250	5,531.80
MARK BALE	24Q1 PHONE: BALE	08421 - 3210	150.00
OUTDOOR POWER EQUIPMENT GROUP, INC	LAWNMOWER REPAIR	08421 - 3740	275.19
PA DEPT ENVIRONMENTAL PROTECTION	NPDES ANNUAL FEE: TROUT RUN	08421 - 2900	5,000.00
PECO ENERGY	ELECTRIC: TROUT RUN	08421 - 3610	21,284.91
PUBLIC WORKS EXPENSE CARD	PSATS LODGING: HICKMAN	08421 - 4620	86.00
ROBERT MCKERNAN	24Q1 PHONE: MCKERNAN	08421 - 3210	50.00
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08421 - 3700	3,058.00
	ELECTRICAL SERVICES: TOWNSHIP	08421 - 3740	406.27
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TROUT RUN	08421 - 3185	63.18
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08421 - 3840	42.14
	SHARP USAGE	08421 - 3840	3.10
	<b>Total</b>	<b>Trout Run</b>	<b>91,481.40</b>

**08422 Matsunk**

AMAZON CAPITAL SERVICES, INC.	AED BATTERIES	08422 - 2200	189.00
	AED PADS	08422 - 2200	234.27
	GLOVES	08422 - 2200	89.99
	LENS WIPES & EAR PLUGS	08422 - 2200	98.84

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES; RAIN GAUGE	08422 - 2200	28.86
	PAPER TOWELS	08422 - 2200	157.03
AQUA PENNSYLVANIA	WATER: MATSUNK	08422 - 3660	222.92
BUCKMAN'S INC	SODIUM HYPOCHLORITE: MATSUNK	08422 - 2210	4,360.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	08422 - 1560	165.71
	LIFE/DISAB-FEB	08422 - 1560	165.71
	LIFE/DISAB-MAR	08422 - 1560	165.71
DEER PARK	COOLER WATER: MATSUNK	08422 - 2200	22.87
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	08422 - 1560	10,705.90
	HEALTH-MAY	08422 - 1560	10,290.50
EAGLE POWER & EQUIPMENT INC	LOADER: PM SERVICE	08422 - 3740	843.21
GRAINGER - W.W.GRAINGER INC	AIR COMPRESSOR	08422 - 3740	449.57
	MISCELLANEOUS SUPPLIES	08422 - 2200	175.60
	MISCELLANEOUS SUPPLIES	08422 - 3740	225.33
	OIL FILTERS	08422 - 2200	94.92
J P MASCARO & SONS	SLUDGE REMOVAL: MATSUNK	08422 - 3186	9,163.61
	SLUDGE REMOVAL: MATSUNK	08422 - 3186	9,673.68
	SLUDGE REMOVAL: MATSUNK	08422 - 3186	12,887.61
M J REIDER ASSOCIATES INC	NPDES TESTING: MATSUNK	08422 - 2250	5,665.80
MATT DESIMONE	24Q1 PHONE: DESIMONE	08422 - 3210	150.00
OCCUPATIONAL HEALTH CENTERS OF TH	EMPLOYEE SCREENINGS	08422 - 3190	202.00
PA DEPT ENVIRONMENTAL PROTECTION	NPDES ANNUAL FEE: MATSUNK	08422 - 2900	5,000.00
PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	11,568.52
	ELECTRIC: MATSUNK	08422 - 3610	11,759.68
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	96.98
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	70.16
	GAS: MATSUNK GARAGE	08422 - 3620	905.34
	GAS: MATSUNK GARAGE	08422 - 3620	589.10
	GAS: MATSUNK GARAGE	08422 - 3620	610.21
	GAS: MATSUNK PRESS ROOOM	08422 - 3620	1,067.40
POLYDYNE INC	POLYMER: MATSUNK	08422 - 3186	3,795.00
PUBLIC WORKS EXPENSE CARD	PSATS LODGING: HICKMAN	08422 - 4620	86.00
ROBERT MCKERNAN	24Q1 PHONE: MCKERNAN	08422 - 3210	50.00
UNIFIRST CORPORATION	UNIFORMS: MATSUNK	08422 - 2380	50.81
UPPER MERION MOWER CTR INC	EXMARK: PM SERVICE	08422 - 3740	288.14
	MOWER REPAIR: EXMARK	08422 - 3740	590.99
	MOWER REPAIR: TORO ZERO-TURN	08422 - 3740	755.49
	SCAG: PM SERVICE	08422 - 3740	407.89
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08422 - 3700	3,197.00
USA BLUE BOOK	SLUDGE JUDGE & REAGENT	08422 - 2200	189.95
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: MATSUNK	08422 - 3185	63.18
	WASTE REMOVAL: MATSUNK	08422 - 3185	63.18
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08422 - 3840	42.14
	SHARP USAGE	08422 - 3840	3.31

<i><b>Total</b></i>	<i><b>Matsunk</b></i>	<b>107,679.11</b>
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**08423 Collections**

AMAZON CAPITAL SERVICES, INC.	AED BATTERIES	08423 - 2200	189.00
AQUA PENNSYLVANIA	WATER: ABRAMS PS	08423 - 3660	61.75
	WATER: BALLIGO PS	08423 - 3660	61.75
	WATER: MATSONFORD PS	08423 - 3660	61.75
	WATER: ROSS ROAD PS	08423 - 3660	21.18
	WATER: SWEDELAND PS	08423 - 3660	37.80
	WATER: VALLEYBROOK PS	08423 - 3660	21.18
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-APR	08423 - 1560	230.59
	LIFE/DISAB-FEB	08423 - 1560	230.59
	LIFE/DISAB-MAR	08423 - 1560	230.59

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
COLONIAL ELECTRIC SUPPLY CO	PUMP 1 PARTS: GLEN ROSE PS	08423 - 3780	16.90
	PUMP 2 PARTS: GLEN ROSE PS	08423 - 3780	16.90
DANIEL LEGERTON	24Q1 PHONE: LEGERTON	08423 - 3210	150.00
DEER PARK	COOLER WATER: COLLECTIONS	08423 - 2200	26.24
DELAWARE VALLEY INSURANCE TRUST	HEALTH-MAR	08423 - 1560	14,897.68
	HEALTH-MAY	08423 - 1560	14,319.64
GRAINGER - W.W.GRAINGER INC	FAN MOTOR: BALLIGO PS	08423 - 3780	377.76
HOME DEPOT	SUPPLIES-APR	08423 - 2200	558.79
KAPPE ASSOCIATES, INC	REPAIRS: BALLIGO PS	08423 - 3780	778.00
LRM INC	METER CALIBRATION	08423 - 3780	268.05
PECO ENERGY	ELECTRIC/GAS: GLEN ROSE PS	08423 - 3610	324.20
	ELECTRIC/GAS: ROSS ROAD PS	08423 - 3610	468.84
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	413.92
	ELECTRIC: ABRAMS PS	08423 - 3610	5,466.49
	ELECTRIC: BALLIGO PS	08423 - 3610	3,508.50
	ELECTRIC: DEKALB PS	08423 - 3610	300.50
	ELECTRIC: FLINT HILL PS	08423 - 3610	523.65
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	39.95
	ELECTRIC: MATSONFORD PS	08423 - 3610	658.00
	ELECTRIC: SWEDELAND PS	08423 - 3610	2,789.85
	ELECTRIC: SWEDESBURG PS	08423 - 3610	124.52
	ELECTRIC: VF CASINO VAULT	08423 - 3610	42.18
	GAS: MATSONFORD PS	08423 - 3610	33.71
	GAS: SWEDESBURG PS	08423 - 3610	29.88
PENNA AMERICAN WATER CO.	WATER: DEKALB PS	08423 - 3660	18.58
	WATER: FLINT HILL PS	08423 - 3660	18.58
	WATER: KING MANOR PS	08423 - 3660	18.58
PIPE DATA VIEW	VACUUM WET WELL: GLEN ROSE PS	08423 - 3780	1,110.00
PUBLIC WORKS EXPENSE CARD	PSATS LODGING: HICKMAN	08423 - 4620	87.45
ROBERT MCKERNAN	24Q1 PHONE: MCKERNAN	08423 - 3210	50.00
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08423 - 3780	2,301.01
VERIZON	CELL SERVICE-MAR	08423 - 3210	110.65
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08423 - 3840	42.14
	SHARP USAGE	08423 - 3840	14.03
	<b>Total Collections</b>		<b>51,051.35</b>

**08427 Wastewater**

AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	08427 - 7460	21.98
PUBLIC WORKS EXPENSE CARD	TRAINING: HIRIAK	08427 - 7460	30.00
S C ENGINEERS INC	MIPP SERVICES	08427 - 7460	7,372.90
VERIZON	CELL SERVICE-MAR	08427 - 7460	40.99
	<b>Total Wastewater</b>		<b>7,465.87</b>

**18407 CAPITAL - Information Tech**

CDW-G INC #3418616	MESCO KEYBOARD AND COVER	18407 - 07903	164.00
	REPLACEMENT MONITORS	18407 - 07903	1,400.00
	REPLACEMENT TABLET FOR MESCO	18407 - 07903	925.82
VALLEY FORGE SECURITY CENTER	CAMERA GRANT 5 ADDITIONAL LIC	18407 - 07409	562.50
	<b>Total CAPITAL - Information Tech</b>		<b>3,052.32</b>

**18410 CAPITAL - Police**

ADMIN HARRIS	BTOD - DISPATCH CHAIRS	18410 - 07902	4,875.79
ENTERPRISE FM TRUST	VEHICLE LEASE-APR-24	18410 - 07951	7,211.27
	VEHICLE LEASE-MAY-24	18410 - 07951	7,059.21
	<b>Total CAPITAL - Police</b>		<b>19,146.27</b>

**18411 CAPITAL - Fire and EMS**

WITMER ASSOCIATES INC	REPLACEMENT HOSE	18411 - 07436	10,567.70
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**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total</i>	<i>CAPITAL - Fire and EMS</i>	<b>10,567.70</b>
<b>18413 CAPITAL - Codes Enforcement</b>			
ENTERPRISE FM TRUST	VEHICLE LEASE-APR-24	18413 - 07951	539.26
	VEHICLE LEASE-APR-24	18413 - 07951	556.92
	VEHICLE LEASE-MAY-24	18413 - 07951	160.44
	VEHICLE LEASE-MAY-24	18413 - 07951	531.29
	<i>Total</i>	<i>CAPITAL - Codes Enforcement</i>	<b>1,787.91</b>
<b>18421 CAPITAL - Trout Run</b>			
ARRO CONSULTING INC	PSA: PS PUMP REPLACEMENT	18421 - 07888	959.00
	PSA: PS PUMP REPLACEMENT	18421 - 07929	639.20
	PSA: TROUT RUN MIXER/CONVEYOR	18421 - 07929	471.00
ENTERPRISE FM TRUST	VEHICLE LEASE-APR-24	18421 - 07951	1,276.82
	VEHICLE LEASE-MAY-24	18421 - 07951	1,257.95
	<i>Total</i>	<i>CAPITAL - Trout Run</i>	<b>4,603.97</b>
<b>18422 CAPITAL - Matsunk</b>			
ENTERPRISE FM TRUST	VEHICLE LEASE-APR-24	18422 - 07951	678.60
	VEHICLE LEASE-MAY-24	18422 - 07951	668.57
	<i>Total</i>	<i>CAPITAL - Matsunk</i>	<b>1,347.17</b>
<b>18423 CAPITAL - Collections</b>			
ARRO CONSULTING INC	PSA: BALLIGO PS STABILIZATION	18423 - 07673	4,130.00
	PSA: PS PUMP REPLACEMENT	18423 - 07672	319.60
	PSA: PS PUMP REPLACEMENT	18423 - 07673	639.20
	PSA: PS PUMP REPLACEMENT	18423 - 07673	1,438.00
ENTERPRISE FM TRUST	VEHICLE LEASE-APR-24	18423 - 07951	678.60
	VEHICLE LEASE-MAY-24	18423 - 07951	668.57
	<i>Total</i>	<i>CAPITAL - Collections</i>	<b>7,873.97</b>
<b>18430 CAPITAL - Transportation</b>			
ARRO CONSULTING INC	PSA: BROWNLIE CULVERT	18430 - 07661	1,001.68
T & M ASSOCIATES	ENGINEERING: BROWNLIE CULVERT	18430 - 07661	499.36
TRAFFIC PRODUCTS LLC	LED SIGNAL INDICATIONS	18430 - 07664	9,980.50
U. S. MUNICIPAL SUPPLY, INC.	UNIT 444: PLOW PACKAGE	18430 - 07951	15,649.72
	<i>Total</i>	<i>CAPITAL - Transportation</i>	<b>27,131.26</b>
<b>18434 CAPITAL - Park Maintenance</b>			
ENTERPRISE FM TRUST	VEHICLE LEASE-APR-24	18434 - 07951	1,168.00
	VEHICLE LEASE-MAY-24	18434 - 07951	1,150.74
UNITED RENTALS (NA), INC.	RENTAL: SKID STEER	18434 - 07886	1,484.61
	RENTAL: SKID STEER/GRAPPLE	18434 - 07886	853.90
	<i>Total</i>	<i>CAPITAL - Park Maintenance</i>	<b>4,657.25</b>
<b>18450 CAPITAL - Park and Recreation</b>			
ARRO CONSULTING INC	GRANT: HEUSER & MISCELLANEOUS	18450 - 07133	3,679.00
	GRANT: HEUSER PARK PHASE II	18450 - 07133	179.25
THE TUSTIN GROUP, LLC	HVAC COMPRESSOR REPLACEMENT	18450 - 07120	13,127.00
	HVAC REPAIRS	18450 - 07120	3,152.00
	<i>Total</i>	<i>CAPITAL - Park and Recreation</i>	<b>20,137.25</b>
<b>19200 UM Foundation</b>			
KING OF PRUSSIA SOCCER CLUB	24BCA KOPSC EQUIPMENT	19200 - 0100	2,000.00
MARTIN LUTHER KING NATIONAL HOLIDAY	24BCA MLK NAT COMMITTEE	19200 - 0100	1,000.00
MISC	24BCA AUTISM SOCIETY	19200 - 0100	1,500.00
	24BCA FOSTERING HOPE	19200 - 0100	2,500.00
	24BCA GIRLSGOUT TROOP 7208	19200 - 0100	600.00
	24BCA KOP FIRE ASSOC	19200 - 0100	6,000.00
	24BCA LAUREL HOUSE	19200 - 0100	4,000.00



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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>		
MISC	24BCA LITERACY CNCL NORRTWN	19200 - 0100	2,500.00		
	24BCA LOVEWORKS MAGGIE MISSION	19200 - 0100	1,500.00		
	24BCA LOVEWORKS RESOURCE CTR	19200 - 0100	3,000.00		
	24BCA MITZVAH CIRCLE FOUNDATIO	19200 - 0100	5,613.00		
	24BCA NEILSTRONG FOUNDATION	19200 - 0100	3,500.00		
	24BCA UM MUSIC BOOSTERS	19200 - 0100	3,000.00		
	24BCA UMBSA GAR DOOR/SCREEN	19200 - 0100	4,000.00		
	24BCA VICTIM SERV OF MONTCO	19200 - 0100	3,000.00		
	24BCA WASH MEM HERIT DEF GATE	19200 - 0100	3,320.00		
	24BCA WECA	19200 - 0100	4,250.00		
	NEIGHBORHOOD MEALS ON WHEELS	24BCA MEALSONWHEELS	19200 - 0100	3,000.00	
	SWEDESBURG VOL. FIRE CO.	24BCA SWEDESBURG VOL FIRE	19200 - 0100	6,000.00	
	UPPER MERION AREA COMMUNITY CUPBC	24BCA UMACC	19200 - 0100	15,000.00	
	UPPER MERION AREA SCHOOL DIST	24BCA INC SPORTS PRO	19200 - 0100	1,000.00	
		24BCA UMASD GUIDANCE	19200 - 0100	2,500.00	
		24BCA UMASD GULPH ELEM GAR	19200 - 0100	4,500.00	
		24BCA UMASD SWEF	19200 - 0100	15,000.00	
		24BCA UMASD SWEF TGIVING	19200 - 0100	2,500.00	
		24BCA UMASD UMHS PBIS	19200 - 0100	2,500.00	
		24BCA UMASD VIKINGFIELD DAY	19200 - 0100	1,200.00	
		UPPER MERION EMERGENCY AID	24BCA UM EMERGENCY AID	19200 - 0100	3,500.00
		UPPER MERION S.P.R.I.N.G.	24BCA UM SPRING S.N.A.P	19200 - 0100	1,000.00
		UPPER MERION SENIOR SERVICE CENTER	24BCA UMSSC	19200 - 0100	3,500.00
			24BCA EAC HEALTHY YARDS	19200 - 0100	2,000.00
		UPPER MERION TWP	24BCA ECDC HIST COMM	19200 - 0100	2,900.00
24BCA SHADE TREE & BEAUT			19200 - 0100	1,063.79	
24BCA UM FIRE & EMS			19200 - 0100	6,000.00	
24BCA UMCC CHLD PRO			19200 - 0100	6,000.00	
24BCA UMPR CONSORTIUM 1			19200 - 0100	2,000.00	
24BCA UMPR CONSORTIUM 2			19200 - 0100	1,000.00	
24BCA UMPR TEEN ACAD			19200 - 0100	1,600.00	
24BCA UMT LIB FRIENDS BLKHIS			19200 - 0100	1,200.00	
24BCA UMT LIBR CHLD DEPT			19200 - 0100	1,870.00	
24BCA UMT POOL	19200 - 0100		2,000.00		
<b>Total</b>			<b>140,116.79</b>		

**40200 Escrow Payables**

KILKENNY LAW	180 NORTH GULPH RD: 1873 (CU)	40200 - 7200	162.00	
	180 NORTH GULPH RD: 1873 (CU)	40200 - 7200	234.00	
	446/456-588 SWEDELAND: 1803	40200 - 7200	252.00	
	555 FLINT HILL ROAD: 1802 (LD)	40200 - 7200	324.00	
	657/665/671 SOUTH GULPH: 1844	40200 - 7200	450.00	
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	198.00	
	MCMAHON ASSOCIATES INC	150 ALLENDALE ROAD: 1869 (LD)	40200 - 7200	2,250.00
		2901 RENAISSANCE: 1865 (LD)	40200 - 7200	110.00
		446/456-588 SWEDELAND: 1803	40200 - 7200	165.00
		555 FLINT HILL ROAD: 1802 (LD)	40200 - 7200	957.50
631 & 650 PARK AVE: 1833 (LD)		40200 - 7200	480.00	
REMINGTON & VERNICK ENGINEERS II, INC	1163 DEWITT ROAD: 1825 (SWB)	40200 - 7200	350.00	
	135 WEST DEKALB PK: 1843 (LD)	40200 - 7200	757.50	
	150 ALLENDALE ROAD: 1869 (LD)	40200 - 7200	3,310.00	
	176 CHARLES STREET: 1871 (SWB)	40200 - 7200	1,485.00	
	185 SOUTH GULPH RD: 1870 (SWB)	40200 - 7200	1,575.00	
	210 TWININGS LANE: 1868 (SWB)	40200 - 7200	350.00	
	230 MALL BOULEVARD: 1860 (LD)	40200 - 7200	4,060.79	
250 HANSEN ACCESS RD: 1835 LD	40200 - 7200	11,776.54		
312 ANDERSON ROAD: 1867 (SWB)	40200 - 7200	1,312.50		

**UPPER MERION TOWNSHIP**

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<u><b>VENDOR</b></u>	<u><b>ITEM DESCRIPTION</b></u>	<u><b>ACCOUNT #</b></u>	<u><b>AMOUNT</b></u>
REMINGTON & VERNICK ENGINEERS II, INC	446/456-588 SWEDELAND: 1803	40200 - 7200	700.00
	588 NORTH GULPH RD: 1812 (LD)	40200 - 7200	1,316.70
	631 & 650 PARK AVE: 1833 (LD)	40200 - 7200	3,150.00
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	6,674.02
	<i>Total Escrow Payables</i>		<b>42,400.55</b>
			<b><u>2,321,835.54</u></b>

**UPPER MERION TOWNSHIP  
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<b>01102</b>	<b>Petty Cash</b>	<b>200.00</b>
<b>01138</b>	<b>Due from Developers</b>	<b>30,380.78</b>
<b>01150</b>	<b>Gas/Diesel/Postage</b>	<b>26,210.74</b>
<b>01301</b>	<b>GF - Property Taxes</b>	<b>12,728.17</b>
<b>01310</b>	<b>511 Taxes</b>	<b>101,016.54</b>
<b>01367</b>	<b>Park &amp; Recreation</b>	<b>1,270.48</b>
<b>01377</b>	<b>Transit</b>	<b>-307.00</b>
<b>01380</b>	<b>Miscellaneous</b>	<b>539.67</b>
<b>01402</b>	<b>Accounting</b>	<b>140,965.39</b>
<b>01403</b>	<b>Tax Collection</b>	<b>33,860.55</b>
<b>01407</b>	<b>Information Technology</b>	<b>28,391.14</b>
<b>01408</b>	<b>Planning</b>	<b>17,247.66</b>
<b>01410</b>	<b>Police</b>	<b>542,929.67</b>
<b>01411</b>	<b>Fire and EMS</b>	<b>325,684.37</b>
<b>01413</b>	<b>Codes Enforcement</b>	<b>37,359.07</b>
<b>01430</b>	<b>Transportation</b>	<b>115,197.16</b>
<b>01432</b>	<b>PW-Vehicle Maintenance</b>	<b>28,176.20</b>
<b>01434</b>	<b>PW-Park Maintenance</b>	<b>49,701.43</b>
<b>01436</b>	<b>PW-Building Maintenance</b>	<b>27,734.79</b>
<b>01450</b>	<b>Park and Recreation</b>	<b>149,105.68</b>
<b>01475</b>	<b>Paying Agent Fee</b>	<b>1,575.00</b>
<b>01493</b>	<b>TMA/Rambler/Other</b>	<b>46,799.25</b>
<b>04456</b>	<b>Library</b>	<b>64,568.66</b>
<b>08421</b>	<b>Trout Run</b>	<b>91,481.40</b>
<b>08422</b>	<b>Matsunk</b>	<b>107,679.11</b>
<b>08423</b>	<b>Collections</b>	<b>51,051.35</b>
<b>08427</b>	<b>Wastewater</b>	<b>7,465.87</b>
<b>18407</b>	<b>CAPITAL - Information Tech</b>	<b>3,052.32</b>

**UPPER MERION TOWNSHIP  
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<b>18410</b>	<b>CAPITAL - Police</b>	<b>19,146.27</b>
<b>18411</b>	<b>CAPITAL - Fire and EMS</b>	<b>10,567.70</b>
<b>18413</b>	<b>CAPITAL - Codes Enforcement</b>	<b>1,787.91</b>
<b>18421</b>	<b>CAPITAL - Trout Run</b>	<b>4,603.97</b>
<b>18422</b>	<b>CAPITAL - Matsunk</b>	<b>1,347.17</b>
<b>18423</b>	<b>CAPITAL - Collections</b>	<b>7,873.97</b>
<b>18430</b>	<b>CAPITAL - Transportation</b>	<b>27,131.26</b>
<b>18434</b>	<b>CAPITAL - Park Maintenance</b>	<b>4,657.25</b>
<b>18450</b>	<b>CAPITAL - Park and Recreation</b>	<b>20,137.25</b>
<b>19200</b>	<b>UM Foundation</b>	<b>140,116.79</b>
<b>40200</b>	<b>Escrow Payables</b>	<b>42,400.55</b>
<b>TOTAL AMOUNT A/P</b>		<b><u>2,321,835.54</u></b>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>
4/12/2024	\$977,302.24	\$116,898.50
4/26/2024	\$962,660.41	\$115,406.89

	TOTAL PAYROLL	\$2,172,268.04
-	<b>TOTAL WARRANT</b>	<b><u>\$4,494,103.58</u></b>