



UPPER MERION TOWNSHIP

175 W. Valley Forge Road, King of Prussia, PA 19406-1802

BOARD OF SUPERVISORS BUSINESS MEETING

Thursday, February 13, 2025 at 7:00 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: December 12, 2024 – Business Meeting.
January 6, 2025 – Re-Organization Meeting
January 9, 2025 – Business Meeting
5. Chairperson's Comments:
6. Citizen Board Vacancies:
7. Public Comments – Agenda Items
8. New Business:
 - A. Presentation by the Board of Community Assistance.
 - B. Proclamation – 50th Anniversary of Angelo's Pizza.
 - C. Public Hearing – An Ordinance of Upper Merion Township establishing a Township Real Property Tax Rebate for Active Upper Merion Township Volunteer Fire Company Volunteers and Establishing Definitions, Rebate Criteria, Administrative Procedures and an Appeals Process.
 - D. Resolution 2025-02 – Establishing Criteria to Qualify for a Township Real Property Tax Rebate under the Township's Active Volunteer Service Tax Rebate Program.
 - E. Consent Agenda:
 1. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulations:
 - a) Alisue LLC & Aneff LLC, 1060 First Avenue, for the tax year 2024 resulting in an overpayment of real estate taxes in the amount of \$1,663.28.
 - b) Alisue LLC & Aneff LLC, 1040 First Avenue, for the tax year 2024 resulting in an overpayment of real estate taxes in the amount of \$918.97.
 - c) Alisue LLC & Aneff LLC, 1020 First Avenue, for the tax year 2024 resulting in an overpayment of real estate taxes in the amount of \$2,185.89.
 - d) Alisue LLC & Aneff LLC, 1000 First Avenue, for the tax year 2024 resulting in an overpayment of real estate taxes in the amount of \$6,113.35.
 - e) Pembroke TCM North Warner LLC, 200 N. Warner Road, for the tax year 2024 resulting in an overpayment of real estate taxes in the amount of \$2,690.88



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2. Approval of Act 209 Transportation Impact Fee Agreement – GCP Retail, 127 S. Gulph Road. Approval of an agreement with GCP Retail, 127 S. Gulph Road, regarding the payment of the required traffic impact fee associated with the approved Land Development Plan dated 8/11/2022 in the amount of \$54,350.70.
3. Citizen Board Resignation – Evan Roman from the Economic & Community Development Committee.
4. Citizen Board Appointments:
 - a. Apurva Gandhi to the Economic & Community Development Committee.
 - b. Ramazan Polat to the Historical Commission.
 - c. Luke Arnett to the Historical Commission.
5. Road Asset Management System Agreement – Vialytics. Approval of a three-year service agreement in the amount of \$17,172.48 from Vialytics Americas of Edison, New Jersey, for road condition assessments and digital inventory management of transportation infrastructure in Upper Merion Township, as recommended by the Director of Public Works.
6. Financial Escrow Release #1 – King Shooters Supply. Approval of escrow release #1 in the amount of \$64,547.22 for completion of required site improvements to date as part of the land development project as recommended by the Township Engineer.
7. Authorization to Advertise – Authorization for the proper township officials to advertise a proposed Ordinance establishing compliance with PA Act 94 of 2024, establishing parameters for the compensation of supervisors of townships of the second class for review and consideration at the March 13, 2025 Business Meeting.
8. Economic Development Analysis– Sport & Entertainment Facilities, Neuman & Associates. Approval of a contract with Neuman & Associates for an economic development analysis related to multi-purpose sports and entertainment facilities in the Township in accordance with the terms outlined in the letter of agreement.
9. Capital Equipment Lease/Purchase – Authorization to lease/purchase the following vehicles and Capital Equipment through any state/Costars contract or Government Leasing Program:
 - Public Works – Ford F450 Bucket Truck in the amount not to exceed \$148,000 utilizing Capital Equipment Funds.
10. Municipal Separate Storm Sewer System (MS4) 2025 Program: Approval of a professional services agreement (PSA) in the amount of \$70,000.00 with ARRO Consulting of Birdsboro, Pennsylvania to fulfill the Township’s MS4 reporting requirements, as recommended by the Director of Public Works.
11. 2025 Software License for TestFit’s Site Planning Software in the amount of \$8,835.00, as recommended by the Township Planner.



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F. Consideration of a Business Tax Appeal Settlement – Off-Campus Housing, LLC. Approval of a Business Tax Appeal submitted by Off-Campus Housing LLC., 201 Prescott Drive, Chester Springs, PA 19425 for the tax year 2022 for late filing fee and interest for the tax year.

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

Agendas are subject to change up to 24 hours prior to the scheduled start of the meeting.

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
DECEMBER 12, 2024

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, December 12, 2024, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:12 p.m., followed by a pledge to the flag.

ROLL CALL:

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

Meeting Minutes: October 17, 2024 – Business Meeting
 November 7, 2024 – BOS Workshop
 November 14, 2024 – Business Meeting

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve the Minutes. None opposed. Motion approved 4-0 due to Vice Chair abstaining because he missed the meetings.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo said there was an Executive meeting prior to the Business meeting to discuss personnel matters and also on December 9th to discuss legal matters. Next she shared her comments and remarks about this past year.

CITIZEN BOARD VACANCIES:

Chairperson Garzillo gave an update on current Citizen Board vacancies.

- | | |
|------------------------------------|-------------------------|
| Economic Comm Dev Committee | - 2 Vacancy |
| Farmers Market Young Adult | - 1 Vacancy |
| Human Relations Commission | - 1 (Alternates) |
| Media Communications Board | - 1 Vacancy |
| Property Maintenance UCC Board | - 1 (Alternates) |
| Public Safety Advisory Board | - 1 Vacancy |
| Public Safety Board Young Adult | - 1 Vacancy |
| UM Foundation Sub-Committee | - 1 Vacancy |
| Upper Merion Historical Commission | - 2 Vacancies |
| UM Historical Comm. Young Adult | - 1 Vacancy |
| Zoning Hearing Board | - 1 Vacancy (Alternate) |

NEW BUSINESS:

A. PUBLIC COMMENT - Agenda Items.

Chairperson Garzillo asked if anyone from the public wanted to comment on the Agenda before the Board goes over the list of items. Hearing and seeing none she moved on to the Consent Agenda.

B. CONSENT AGENDA re:

1. Resolution 2024-40 – Establishing the fixed dollar amount of \$72,500 to be excluded from taxation for each Homestead Property in Upper Merion Township for calendar Year 2025.
2. Resolution 2024-42 – 2025 Fee Schedule. Adoption of Resolution 2024-42 approving the 2025 Township Fee Schedule.
3. Budget Transfer from Account 01-411-2100 EMS Supplies to Account 01-411-2200 Operating Supplies in the amount of \$20,000.00 for Water Rescue Gear for the SAFER Hires.
4. Contract Award – 2025 Residential Rambler Shuttle Service. To award the contract for the 2025 Residential Ramble Shuttle Service, with option to extend into 2026 and 2027, to TransNet for weekly Mon – Sat shuttle service with two 14-passenger compressed natural gas vehicles with tracking software for the following annual prices outlined in said bid:

Contract Year 2025 - \$297,958.32
Option Year 2026 - \$309,197.56 (if exercised)
Option year 2027 - \$320,522.60 (if exercised)
5. Public Safety Capital Equipment Purchase – Authorization to purchase the following through any State/Costars or Cooperative Program utilizing General Fund Reserve funds: 8.5 x 16 SE Flat Top Sloped V-Nose Car Hauler from Cargo Trailer Sales in the amount of \$10,436.00.
6. Trout Run WPCC Sludge Mixer & Conveyor Project – Electrical Contract: Approval of Payment Application No. 1 in the amount of \$26,133.00 to US Solutions, Inc. of Quakertown, Pennsylvania, for the completion of all contract work, as recommended by the project consultant.
7. Financial Escrow Release #2 - Mancill Mill Road Company. Approval of escrow release #2 in the amount of \$571,888.00 for the completion of required site improvements to date as part of the land development project as recommended by the Township engineer.
8. 2025 Road Program Professional Services Agreement: Approval of a PSA in the amount of \$57,560.00 with ARRO Consulting, Inc. of West Chester, Pennsylvania for the engineering, solicitation and construction observation of Upper Merion Township's Road Program, as recommended by the Director of Public Works.

9. Henderson Road Pedestrian Crossing: Approval of Payment Application No. 2 (Final Invoice) in the amount of \$30,795.25 to Ply-Mar Construction Company, Inc. of Plymouth Meeting, Pennsylvania for the completion of contract work, as recommended by the Director of Public Works.
10. Brownlie Road Culvert Project: Approval of Payment Application No. 4 in the amount of \$153,467.34 to G&B Construction, Inc. of Feasterville-Trevoise, Pennsylvania, as recommended by the project consultant.
11. Brownlie Road Culvert Project: Approval of Payment Application No. 5 (Final Invoice) in the amount of \$96,320.93 to G&B Construction, Inc. of Feasterville-Trevoise, Pennsylvania, as recommended by the project consultant.

Board Comment:

Supervisor Philips asked Mr. Hamaday to explain the Homestead tax credit. Mr. Hamaday said any one who lives at their primary residence in Upper Merion can apply if they haven't yet done so to enjoy the homestead reduction.

Mr. Hamaday also mentioned that there was a slight change to the Fee Schedule, number 2 on the Consent Agenda which increased some escrow requirements for a subdivision land development process. In addition, he said starting this January the Electric Vehicle Charging Stations in the back-parking lot will now have a fee to charge your car. The fee is .25 cents per kilowatt hour which is 10 to 15 cents less than what is charged at other public places. The Townships goal is to use that income to increase electric vehicle charging ports throughout the Township properties.

Next, Mr. Hamaday explained the change in the Fee Schedule for reroofing or replacing siding, windows and doors giving those projects a flat fee instead of a percentage cost on the construction. This changed should save the residents on the cost of replacing those items by having a flat fee regardless of which type of door or item they choose to replace.

Board Action:

It was moved by Supervisor Philips, seconded by Vice chair Jenaway, all voting "Aye" to approve the Consent Agenda. None opposed. Motion approved 5-0.

- C. RESOLUTION 2024-41 – Adoption of Resolution 2024-41 approving the 2025 Fire Fighter Stipend Program in the amount of \$316,830 and authorization to include in the 2025 Township General Fund Operating Budget.

Board Comment:

Supervisor Philips said the Stipend is the same amount as in 2024 and provides funding to our Volunteer Fire Companies and helps them recruit more people. Also, by having volunteers on site at all times allows for quicker response time which is best for our residents.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve Resolution 2024-41 for the Fire Fighter Stipend Program. None opposed. Motion approved 4-0 due to Vice Chair Jenaway recusing himself because he participates in that program.

- D. PERMISSION TO ADVERTISE - Volunteer Firefighter Real Property Tax Rebate Ordinance. Authorization for the proper Township Officials to advertise a public hearing on February 13, 2025 for a proposed ordinance establishing a rebate on Township real estate taxes for volunteer firefighters residing in the township.

Board Action:

It was moved by Supervisor Kenney, seconded by Supervisor Philips, all voting "Aye" to approve to advertise for the Volunteer Firefighter Real Property Tax Rebate Ordinance. None opposed. Motion approved 5-0.

- E. BUSINESS TAX APPEAL SETTLEMENT – Kehoe Construction, Inc. Consideration of a Business Tax Appeal submitted by Kehoe Construction, 750 Washington St, Norristown, PA for late filing fees and interest for the tax years 2017-2023 in the amount of \$6,085 subject to immediate payment of the applicable tax balance.

Board Comment:

Chairperson Garzillo said this was an oversight due to this company not realizing they had to pay since their business is in Norristown. Mr. Hamaday said while our third-party Business Tax Collector, Tri-State Financial was working with Kehoe Construction in another municipality they were able to ascertain that Kehoe also owed Upper Merion for work they did here. The amount owed in taxes are \$13,986.00 plus \$6,085.00 in late fees and are asking to abate the late fees this one time. They will pay the taxes owed and will file this year forward; Mr. Hamaday mentioned they do about \$2 million a year in Upper Merion.

Board Action:

It was moved by Supervisor Philips, seconded by Vice-chair Jenaway, all voting "Aye" to approve the abatement of the late fees. None opposed. Motion was approved 5-0.

- F. HEARING and ADOPTION OF 2025 BUDGET:

Mr. Hamaday said there will be no Real Estate Tax increase for 2025 and everything in the budget stayed the same as it was presented at the last BOS Workshop where he explained everything. He also mentioned the Operating Expenses and Revenue are balanced at \$53,285,740.00 and the Capital Budget is \$6,875,843.00.

1. Resolution 2024-43 re: Adoption of 2025 Township General Operating & Capital Improvement Budgets.

Board Comment:

Supervisor Waks said this is a good budget but he would like to see more money in Capital Improvements for parks, public works, fire, police and rescue services in 2026.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to approve Resolution 2024-43, adoption of 2025 General and Capital Budgets. None opposed. Motion was approved 5-0.

2. Adoption of Sewer Revenue Fund Budget.

Board Action:

It was moved by Supervisor Kenney, seconded by Vice-chair Jenaway, all voting "Aye" to approve Resolution 2024-43, adoption of 2025 Sewer Revenue Fund Budget. None opposed. Motion was approved 5-0.

3. Resolution 2024-44 re: Establishing Sewer Rates.

Board Comment:

Chairperson Garzillo said the Sewer rate for residents will increase \$20.00 per year. Mr. Hamaday said this increase will go directly to the Sewer Capital Project to maintain and update our plants. The Board thought this would be more beneficial than selling the plants and experiencing what other municipalities that sold are dealing with much higher cost.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve Resolution 2024-43, adoption of 2025 Sewer Rates. None opposed. Motion was approved 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Philips, all voting "Aye" to approve the Accounts Payables for invoices processed from November 10, 2024 to December 4, 2024 and Payrolls dated November 8th and 22nd of 2024 for a total of \$5,945,887.84. None opposed. Motion approved 5-0.

Next, Chairperson Garzillo said our Tax Collector, Mrs. Evelyn Ankers contacted the Board apologizing that she couldn't make tonight's meeting and hopefully she can do her presentation in January.

ADDITIONAL BUSINESS:

All the Board members wished everyone Happy Holidays, to be safe and have a great New Year. In addition, Supervisor Waks mentioned that he heard

the KOP Mall had over 160,000 visitors on Black Friday and some analytics were saying up to 300,000 which exceeded pre-pandemic levels. Next, he spoke about the BCA and the application process started on November 25 and will continue until March 31, 2025. Organizations that supply services to Upper Merion Residents can apply for a grant and both Junior and Senior High School Students living in Upper Merion Township can apply for a Scholarship.

Chairperson Garzillo wanted to remind everyone about two events, one happening on Friday, December 13th at Norview Farm from 6 to 9 in the evening and the other on Saturday, December 14th from 2 pm to 7 pm at the Village for their Holiday Fest.

Public Comments: None

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Supervisor Waks, seconded by Vice-chair Jenaway, all voting "Aye" to adjourn the meeting at 7:55 pm. None opposed. Motion approved 5-0.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
Re-ORGANIZATION BUSINESS MEETING
JANUARY 6, 2025

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Tuesday, January 6, 2025, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 6:36 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Greg Philips, Bill Jenaway, Tina Garzillo, Carole Kenney and Greg Waks. Also present was: Anthony Hamaday, Township Manager, Amanda Lafty, Asst. Township Manager and Kaile Melichor, Solicitor's Office.

PUBLIC COMMENT: None

ELECTION OF OFFICERS OF THE BOARD OF SUPERVISORS FOR 2024:

- A. Temporary Chairperson – Greg Waks was nominated for temporary chair by Vice-Chair Jenaway, seconded by Supervisor Kenney. All voting "Aye", none opposed. Motion passed 5-0.
- B. Chairperson of the Board – Vice-Chair Jenaway nominated Tina Garzillo for Chairperson, seconded by Supervisor Kenney. All voting "Aye", none opposed. Motion passed 5-0.
- C. Vice-Chairperson of the Board – Chairperson Garzillo nominated Bill Jenaway for Vice-Chair, seconded by Supervisor Philips. All voting "Aye", none opposed. Motion passed 5-0.

APPOINTMENTS:

- A. Secretary/Treasurer - Anthony Hamaday, Township Manager
- B. Asst. Secretary/Treasurer – Aimee Brouse, Finance Director
- C. Pension – Chief Administrator Officer of the Police & Non-Uniform Plans – Aimee Brouse, Finance Director
- D. Township Solicitors – Kilkenny Law; Act 511 - Sean Kilkenny
Labor Counsel – Patrick Harvey, Campbell Durrant Beatty Palombo & Miller, PC
Zoning Hearing Board - Eastburn and Gray, PC
- E. Township Auditor for 511 Tax – CBIZ/Marcum, LLP
- F. Twp. Grant Writer – HRG Engineers
- G. Right-To-Know Officer – Amanda Lafty, Assistant Township Manager
- H. Twp. Consulting Engineers:
 - Land Subdivision & Development Plan – HRG Engineers
 - Traffic & Signalization – Bowman Consulting Engineers
 - Waste Water Operations & Pretreatment – Arro Consulting, Inc.
 - MS4 Stormwater Permit – Arro Consulting, Inc.

I. Chairman of Board Vacancy Committee – Mary Ann Ahearn

J. Citizen Boards, Commissions and Authorities Reappointments

Board of Community Assistance	Lydia Dan Sardinas
Community Center Advisory	Chris Levy
Community Center Advisory	Karen Huller
Economic & Community Dev	Priscilla Rosenwald
Environmental Advisory Council	Vicki Meitus
Environmental Advisory Council	Jaquelin Camp
Environmental Advisory Council	Mark Vondra
Farmers Market Advisory Board	Megan Leighton
Library Board of Directors	Sharon Duris
Library Board of Directors	Janette Heil
Media Communications Board	James Kravitz
Park & Recreation Board	Michael Trachtenberg
Park & Recreation Board	Holly Meade
Planning Commission	Martin Trumpler
Public Safety Citizen Advisory	Pattijo Taylor
Sanitary & Stormwater Authority	Edward Campbell
Shade Tree & Beautification	Jerome Ocker
Transportation Authority	Louis Zotti
UM Historical Commission	Matthew McCaffery
UM Foundation	Vince O'Grady
Zoning Hearing Board	Jonathan Garzillo

Board Action :

It was moved by Supervisor Waks, seconded by Vice-chair Jenaway to approve the above stated Citizen Board reappointments. Motion carried 5-0.

SCHEDULING OF 2025 MEETING DATES:

Board Action :

It was moved by Supervisor Kenney, seconded by Supervisor Philips, all voting "Aye" to approve the 2025 Meeting dates. None opposed. Motion approved 5-0.

RESOLUTION 2025-01 – re: DEPOSITORIES FOR TOWNSHIP FUNDS:

Board Action :

It was moved by Vice-chair Jenaway seconded by Supervisor Waks, all voting "Aye" to approve Resolution 2025-01. None opposed. Motion approved 5-0.

AFFIRMATION OF 2025 HOLIDAYS FOR TOWNSHIP EMPLOYEES:

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to approve the 2025 Township Holidays. None opposed. Motion approved 5-0.

SELECTION OF DELEGATE(S) – re: 2025 PSATS ANNUAL CONVENTION – (May 4th – May 7th) AUTHORIZATION OF ATTENDANCE AND APPOINTMENT OF VOTING DELEGATE:

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Kenney, all voting “Aye” to appoint Township Manager, Tony Hamaday as delegate for the 2025 PSATS Convention. Motion approved 5-0.

PROCLAMATION – re: MARTIN LUTHER KING JR. FEDERAL HOLIDAY:

Chairperson Garzillo read the Proclamation about MLK Jr. Federal Holiday and encouraged everyone to join together on January 8th at the High School Auditorium from 6:30 pm to 8:30 pm to honor the legacy of Martin Luther King, Jr.

ADDITIONAL BUSINESS: None

Public Comments: None

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Supervisor Philips, seconded by Vice-Chair Jenaway, all voting “Aye” to adjourn the meeting at 7:48 PM. None opposed. Motion approved 5-0. Adjournment occurred.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
JANUARY 9, 2025

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, January 9, 2025, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:05 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Greg Philips, Bill Jenaway, Tina Garzillo, Carole Kenney and Greg Waks. Also, present was Anthony Hamaday, Township Manager; Amanda Lafty, Asst. Township Manager; John Walko, Esq. and Kailie Melchior from the Solicitor's Office.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo announced that there was an Executive Session prior to tonight's meeting to discuss legal and real estate matters. In addition, following this meeting the Board will attend another Executive Session.

Chairperson Garzillo mentioned during the Executive Session they spoke about the Upper Merion Foundation which is non-profit entity that serves people of need in our community. She said if anyone would like more information about the Foundation they can go to Upper Merion's website or if you're a subscriber to the Township's e-newsletter you can read all the information and happening going on in Upper Merion. Also, if you want to help some of your fellow neighbors in the community the Township accepts donations and sponsorships to the Foundation. So, if you work for a corporation that's looking for ways to use some funding they can provide donations to the Foundation. The Foundation is a wonderful organization the Township has to offer residents in need. It provides energy assistance for residents who can't pay their complete bill or educational support for students who have financial concerns like buying a laptop or things they might need for their schoolwork. So, if anyone is in the position to donate monetarily it's graciously appreciated.

CITIZEN BOARD VACANCIES:

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

Economic & Comm Dev Committee	- 2 Vacancies
Farmers Market (Young Adult)	- 1 Vacancy
Human Relations Commission	- 1 (Alternates)
Media Advisory Board	- 1 Vacancy
Property Maintenance UCC Board	- 1 Vacancy (Alternate)
Public Safety Board	- 1 Vacancy
Public Safety Board (Young Adult)	- 1 Vacancy
Upper Merion Foundation Sub-Committee	- 1 Vacancy

- Upper Merion Historical Commission - 3 Vacancies
- UM Historical Comm. (Young Adult) - 1 Vacancy
- Zoning Hearing Board - 1 Vacancy (Alternate)

Public Comments: None

NEW BUSINESS:

A. SWEARING-IN OF FIREFIGHTER/EMT ANDREW PAVILLARD by Judge James Gallagher:

Chief James Johnson of Fire & EMS introduced Andrew Pavillard who served six (6) years as a career Firefighter/EMT in York County, Virginia. He graduated from Hampton Road Regional Fire Academy and began his fire service career in Montgomery County, PA. He served 11 years with the Trapp Volunteer Fire Company and holds a bachelor's degree in criminal justice from Pensacola Christian Academy.

Andrew has strong roots in Montgomery County and is looking forward to moving back to this area so he can raise his family. Next, he was sworn-in by Magisterial District Judge James Gallagher, then Andrew's wife Amber pinned on his badge.

B. CONSENT AGENDA re:

1. Resignation of Shelia Lessin from the Community Center Complex Advisory Board.
2. Citizen Board Appointments:
 - a. Media Communications Advisory Board.
 - b. Community Center Complex Advisory Board.
3. Park Maintenance Trailer: Authorization to purchase a Car Mate Trailer in the amount of \$13,948.09 from TP Trailers, Inc. of Limerick, Pennsylvania (COSTARS Contract #025-E22-470), as recommended by the Director of Public Works.
4. Upper Merion Township Building HVAC Services: Approval of the BAS, Boiler, and Cooling Tower Preventative Maintenance Agreements with West Chester Mechanical Contractors, Inc. of Aston, Pennsylvania (COSTARS) Vendor No. 205023), as recommended by the Director of Public Works.
5. Upper Merion Township Cleaning Services: Approval of a One-Year Service Agreement with Wallace Services of Norristown, Pennsylvania (COSTARS Vendor No. 379518), as recommended by the Director of Public Works.
6. Upper Merion Township Electrical Services: Approval of One-Year Service Agreement with US Solutions of Quakertown, Pennsylvania (COSTARS Vendor No. 525305) at the proposed labor rates, as recommended by the Director of Public Works.

7. Capital Equipment Lease/Purchase – Authorization to lease/purchase the following vehicles and Capital Equipment through any state/Costars contract or Government Leasing Program:
 - a. Public Safety – Unit #2 Chevy Blazer, Unit #21 Ford Interceptor, Unit #51 Chevy Tahoe
8. Public Safety Equipment Lease Agreement – Flex Financial/Stryker Sales. Approval of a five (5) year master lease agree with Flex Financial/Stryker Sales for the lease and service plan for Fire & EMS medical equipment identified in the lease agreement at an annual cost of \$336,800.
9. Abrams PS Pump Replacement: Approval of the replacement of three dry-pit pumps and one flood pump in the amount of \$773,720.00 from Kappe Associates, Inc. of Frederick, Maryland (COSTARS Vendor No. 165812), as recommended by the Director of Public Works.
10. Budget Transfer: \$30,000.00 from 01-436-1400 Salary/Wages to 01-436-3730 Building Maintenance to fund additional facility maintenance activities in the Township Building.
11. Neuman & Associates Consulting Agreement – Approval of a six (6) month agreement (1/2025-6/2025) with Neuman & Associates for consulting services related to multi-purpose sports and entertainment facilities in the Township in accordance with the terms outlined in the letter of agreement.

Board Comments:

Supervisor Philips said the reason there are now vendor numbers used for each contract that was mentioned above in the Consent Agenda is so Upper Merion Township can take advantage of the savings in which the Pennsylvania Department of General Services has. This PA Department bids each one of these contracts for an hourly rate and a set costs so the Township can save on cost by using this program.

Supervisor Waks thanked Ms. Shelia Lessin for her service on the Community Complex Advisory Board and welcomed Ms. Melissa Adams. He also thanked Mr. Chris Levy who is the Chair of that Board for spending time to recruit a replacement so there wouldn't be a vacancy.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to approve the Consent Agenda as presented. None opposed. Motion approved 5-0.

C. CONSIDERATION OF THE BOARD'S PRIOR ACTION AUTHORIZING THE TOWNSHIP SOLICITOR TO ATTEND THE SCHEDULED HEARING AND OPPOSE THE ZHB APPLICATION OF DDRTC OVERLOOK AT KING OF PRUSSIA FOR A PARKING VARIANCE RELATED TO A PROPOSED DAVE & BUSTER'S RESTAURANT/ENTERTAINMENT VENUE AT THE OVERLOOK AT KING OF PRUSSIA CENTER, 310 GODDARD BOULEVARD.

Public Comments: None

Board Comments:

Vice-chair Jenaway and Supervisor Philips both agree not to send the Township Solicitor to the Zoning Board Hearing in opposition. Mr. Walko said the Zoning Board should make the decision since they are their on entity and feel that the BOS shouldn't lobby for a particular outcome. Mr. Walko also mentioned if the Zoning Board does approve the application the Board of Supervisors can impose any conditions to be meant before their final approval.

Board Action:

It was moved by Supervisor Waks, seconded by Vice-Chair Jenaway, all voting "Aye" change their prior consideration and not to send the Solicitor to the Zoning Hearing Board . None opposed. Motion approved 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Comments:

Vice-chair Jenaway suggest that the Board adds a condition to resolve some identified discrepancies before paying the final Remington & Vernick Engineers' invoice. Since Remington & Vernick are no longer the Township's Engineers the Township needs to get resolution for what is outstanding. Mr. Hamaday said they have to settle all money held in escrow from developers that Remington & Vernick were involved with then he can release the escrow reimbursements.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve the Accounts Payables for invoices processed from December 5, 2024 to January 2, 2025 (but holding Remington's check until all escrow reimbursements are completed) and Payrolls dated December 6th and 20th of 2024 for a total of \$4,700,435.50. None opposed. Motion approved 5-0.

ADDITIONAL BUSINESS:

Supervisor Philips mentioned due to the extreme cold weather if a resident needs help to pay their heating bill etc., there are programs that can help you pay your bills. He said to go to the PA Public Utility Commission's Utility Assistance website at puc.pa.gov. He also wanted to share his heart felt thoughts and prayers to all the folks in California who have been displaced.

Vice-chair Jenaway also mentioned the cold weather and asked if you have neighbors that are ill or elderly to please check on them on a regular basis. Then he said that PennDOT will begin working on Rt. 202 regarding the sinkhole issues between Henderson Road and Saulin Blvd. They will start work Monday, January 13th with rotating lane closures and you can go to their website for more information.

Supervisor Waks reminded everyone that the BCA application deadline is March 31st. So, if you are a Junior or Senior in high school and reside in Upper Merion Township you are eligible for a scholarship or an organization that provides services to Upper Merion residents you are eligible to apply for a grant.

Public Comments: None

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Supervisor Philips, seconded by Vice-Chair Jenaway , all voting "Aye" to adjourn the meeting at 7:30 pm. None opposed. Motion approved 5-0.

ANTHONY HAMADAY
TOWNSHIP MANAGER

Ir
Minutes Approved:
Minutes Entered:

CITIZEN BOARDS/COMMISSIONS VACANCIES
AS OF FEBRUARY 13, 2025

Current Vacancies:

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

WHEREAS, for half a century, Angelo's Pizza has been a staple in Upper Merion Township, offering quality food and a welcoming atmosphere.

WHEREAS, Tony Capone became a partner in 1980 and continues to operate the restaurant today.

WHEREAS, Tony is recognized as a friend and supporter of the community, always remembering names and client's favorite dishes. More importantly, parents knew their children would be safe and well-fed when they visited Angelo's.

WHEREAS, to truly understand Tony and the legacy of Angelo's Pizza, one only needs to look at the wall above the booths, which showcases the many accolades a long-standing community business can achieve. Accolades include being named "Best Cheesesteak in Montgomery County" and receiving multiple awards for his delicious pizza.

WHEREAS, Angelo's Pizza has sponsored teams and activities for various township sport groups, including UMBA, the Indians, UM Soccer and many more. Tony has also participated in numerous community events, earning honors from the Bridgeport Elks, King of Prussia Rotary Club, King of Prussia Chamber of Commerce and being named an honorary Chief of the King of Prussia Fire Company.

NOW THEREFORE, BE IT PROCLAIMED, that the Upper Merion Board of Supervisors congratulates Tony Capone for providing us with 50 years of exceptional food from Angelo's Pizza. We appreciate your dedication, your outstanding food and more importantly your friendship to the Upper Merion Community for the past 50 years.

PROCLAIMED this 13th day of February, 2025, by the Board of Supervisors of Upper Merion Township.

ATTEST:

BOARD OF SUPERVISORS

ANTHONY HAMADAY
TOWNSHIP MANAGER

TINA GARZILLO
CHAIRPERSON

PROCLAMATION

WHEREAS: During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS: Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

WHEREAS: the 2025 national theme for the observance is “African Americans and Labor”, with a focus on the various and profound ways that work of all kinds intersects with the collective experiences of Black people; and

WHEREAS: the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS: Upper Merion Township continues to work toward becoming an inclusive community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

WHEREAS: Upper Merion Township is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

NOW THEREFORE, in recognition of African Americans – past and present – in our community, the Board of Supervisors do hereby proclaim February 2025 to be Black History Month and encourage all citizens to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

PROCLAIMED the 13th day of February, 2025, by the Board of Supervisors of Upper Merion Township.

ATTEST:

BOARD OF SUPERVISORS

ANTHONY HAMADAY
TOWNSHIP MANAGER

TINA GARZILLO
CHAIRMAN

ORDINANCE NO. _____

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

**AN ORDINANCE OF UPPER MERION TOWNSHIP ESTABLISHING A TOWNSHIP
REAL PROPERTY TAX REBATE FOR ACTIVE UPPER MERION TOWNSHIP
VOLUNTEER FIRE COMPANY VOLUNTEERS AND ESTABLISHING DEFINITIONS,
REBATE CRITERIA, ADMINISTRATIVE PROCEDURES, AND AN APPEALS PROCESS**

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

WHEREAS, 35 Pa.C.S.A. § 79A01, et. seq., authorizes the Township to enact a real property tax rebate to be applied to an active fire company volunteer’s township property tax liability in recognition of the individual’s active service as a volunteer;

WHEREAS, the Township recognizes the vital role volunteer firefighters play in protecting the lives and property of the Township’s residents and acknowledges the value and the absence of the public cost for volunteer fire protection provided by active volunteers;

WHEREAS, the Township desires to encourage individuals to volunteer (or for former volunteers to consider rejoining) as active volunteers in one of the Township’s volunteer fire companies, and seeks to incentivize and reward the service of its active volunteer firefighters by enacting a local real property tax rebate program;

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

- I. **Code Amendment.** Chapter 149, Taxation, is hereby amended to provide for a new Article XI entitled “Active Volunteer Firefighter Real Property Tax Rebate” to provide as follows:

Article XI Active Volunteer Firefighter Real Property Tax Rebate

§149-80. Scope and Purpose.

- A. **Scope.** The scope of this Article relates to 35 Pa.C.S.A. § 79A01, et. seq., and its intended incentives for municipal volunteers of fire companies.
- B. **Purpose.** The purpose of this Article is to authorize the Township to enact a tax rebate to be applied to an active volunteer’s real property tax liability for real property taxes imposed by Upper Merion Township for a qualifying year, as a financial incentive to: (1) acknowledge the value and the absence of any public cost for volunteer fire protection provided by active volunteers; and (2) encourage individuals to volunteer, or for former volunteers to consider rejoining as active

volunteers, in a volunteer fire company.

§149-81. Definitions.

The following words and phrases when used in this Article shall have the meanings given to them in this section:

ACTIVE VOLUNTEER - A volunteer member of one of the Eligible Agencies, who has complied with, and is certified under, the Active Volunteer Service Rebate Program. An Active Volunteer can either be an Emergency Responder and/or an Administrative Member.

ADMINISTRATIVE MEMBER - A volunteer for one of the Eligible Agencies who provides non-Emergency Responder services with or for their Eligible Agency.

FIRE CHIEF - The Fire Chief or Acting Fire Chief of the Eligible Agency to which a volunteer belongs.

ELIGIBLE AGENCY – One of the following Upper Merion Township Volunteer Fire Companies: King of Prussia Volunteer Fire Company, Swedeland Volunteer Fire Company, or Swedesburg Volunteer Fire Company.

EMERGENCY RESPONDER - A volunteer for one of the Eligible Agencies who responds to Emergency Response Calls with their Eligible Agency.

EMERGENCY RESPONSE CALL Any emergency call to which a volunteer responds, including travel directly from and to a volunteer's home, place of business or other place where the volunteer shall have been when the call was received. At the time of the emergency call, the volunteer must be acting in a purely volunteer capacity and not receiving a stipend or other similar compensation for their firefighter services.

FIRE CHIEF - The Chief or Acting Chief of the Eligible Agency to which a volunteer belongs.

MANAGER - The appointed Manager for Upper Merion Township, or the Manager's designee.

QUALIFIED REAL PROPERTY - Residential real property located in Upper Merion Township owned individually or jointly by an Active Volunteer and occupied as that volunteer's primary domicile for the preceding year. The property must not be subject to any delinquent taxes for eligibility. Only one property shall be considered the volunteer's primary domicile. The property must be in the name of the volunteer and not in the name of a trust, limited liability company, or any other type of entity.

TOWNSHIP – Upper Merion Township, Montgomery County, Pennsylvania.

§149-82. Active Volunteer Service Tax Rebate Program.

- A. Establishment.** Upper Merion Township Board of Supervisors hereby establishes an Active Volunteer Service Tax Rebate Program. The goal of the program is to encourage membership and service in Eligible Agencies compromising the Township's volunteer fire companies.

- B. Establishment of Criteria.** The Upper Merion Board of Supervisors hereby establishes through a separate Resolution, and may from time to time amend by Resolution, the annual criteria that must be met to qualify for a Township real property tax rebate under the Active Volunteer Service Tax Rebate Program. Unless or until changed by Resolution, the criteria will remain unchanged from year to year.
- C. Eligible Persons.** The Active Volunteer Service Tax Rebate Program is available to residents of Upper Merion Township who are volunteers of an Eligible Agency (as either an Emergency Responder and/or Administrative Member) who have fulfilled the necessary criteria to qualify as an Active Volunteer and otherwise meet the requirements of the program described herein.
- D. Eligibility Period.** To qualify for a Township real property tax rebate under the Active Volunteer Service Tax Rebate Program, a volunteer must meet the established criteria during the Eligibility Period running from January 1 until December 31 of each calendar year.
- E. Recordkeeping.** Each Chief shall keep specific written records of each volunteer's activities in a service log to establish credits toward a rebate under the Volunteer Service Rebate Program. Service logs shall be subject to review by the Township Board of Supervisors, the State Fire Commissioner and the State Auditor General. The Fire Chief shall keep specific records of each volunteer's activities to substantiate points earned under the Active Volunteer Service Tax Rebate Program for three (3) years after the points were earned.
- F. Eligibility List.** The Fire Chief shall have notarized a list of volunteers belonging to the Eligible Agency who have met the criteria for the Active Volunteer Service Tax Rebate Program. The Eligibility List shall be posted in an accessible area of the Eligible Agency's facilities no later than January 31st of each year. The Eligibility List must include the Active Volunteer's name, whether they are an Emergency Responder or an Administrative Member, how many points they earned, and how many points were earned from the established Emergency Responses and Training Categories. The Fire Chief shall transmit the notarized Eligibility List to the Township Manager no later than February 15th of each year. Each Chief shall certify the respective eligibility list to the Upper Merion Township Board of Supervisors.
- G. Application.** Active Volunteers shall sign and apply for certification in the Active Volunteer Service Tax Rebate Program to their Chief on or before March 1 of each year. The Chief and another officer of the volunteer fire company shall sign the application if the Active Volunteer has met the minimum criteria of the Active Volunteer Service Rebate Program, and then forward the application to the Township Manager. Applications shall not be accepted after March 15 of each year. A volunteer submitting a claim shall verify the accuracy of the information submitted by signing the following statement: "I hereby verify that the facts contained in the documents submitted with this claim are true and correct to the best of my knowledge, information, and belief. I understand that this statement is made subject to the criminal penalties set forth at 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities." In addition to criminal penalties for unsworn falsification to authorities, any person who knowingly makes or conspires to make a false service record report, or who knowingly provides or conspires to provide false information that is used to compile a service record report shall be subject to the criminal penalties set forth at 35 Pa.C.S.A. § 79A31, Penalties for false reporting.

- H. Township review.** The Township Manager shall review the applications for a rebate under the Active Volunteer Service Rebate Program and shall cross-reference them with the notarized Eligibility List provided by the Chief. If approved by the Township Manager, applicants shall be issued a tax rebate certificate by the Township Secretary. However, the Township Manager shall reject the claim for a real property tax rebate if the volunteer does not qualify for the rebate, fails to fully and legibly complete the application, and/or fails provide any necessary or requested documents required under this Article. If the Township Manager rejects the claim, the volunteer shall be notified, in writing, of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision.
- I. Official tax rebate register.** The Township Secretary shall keep an official tax rebate register of all Active Volunteers that were issued tax rebate certificates. The Township Secretary shall transmit a copy of the tax rebate register, together with updates, as needed, to the Active Volunteer's Chief and the Upper Merion Township Board of Supervisors.
- J. Injured Active Volunteer.** An Active Volunteer who is injured during an Emergency Response Call may be eligible for future Township real property tax rebates and may appear on the Eligibility List provided by the Fire Chief. The injury must have occurred while responding to, participating in, or returning from, an Emergency Response Call with an Eligible Agency. An injured Active Volunteer shall annually submit updated documentation from a licensed physician to the Fire Chief stating that the injury still existed and prevented the individual from qualifying as an Active Volunteer for the Eligibility Period.

If an injured individual's name appears on an Eligibility List, the Eligibility List shall indicate explicitly that the individual's eligibility is as an injured Active Volunteer and shall be accompanied by the documentation from a licensed physician provided by the injured Active Volunteer that establishes that the individual's injury prevents them from performing duties to qualify as an Active Volunteer. In such a case the injured Active Volunteer shall be deemed an Active Volunteer for that Eligibility Period. An injured Emergency Responder shall only be deemed an Emergency Responder for a maximum of five (5) consecutive Eligibility Periods, if satisfactory documentation, as outlined above, is submitted each year, and will receive the greater of the percentage rebate they received in the prior year or a 25% rebate.

- K. Active Military/Reserve Service.** An Eligible Agency volunteer who is in active military or reserve status will receive points, as established in the criteria Resolution, for calls responded to by their Eligible Agency and for such Eligible Agency's drills they missed during the time of their absence for active military or reserve service.

§149-83. Township Real Property Tax Rebate.

- A. Qualified Real Property Tax Rebate.** Each Active Volunteer whose name appears on a certified Eligibility List, who has paid their property taxes in the current application year, and who complies with the requirements of this Active Volunteer Service Tax Rebate Program shall be eligible to receive a real property tax rebate against the tax liability on Qualified Real Property owed to the Township for the Township's annual real property tax bill in the amount set forth in the associated Resolution. If the tax is paid in the penalty period, the tax rebate shall only apply to the face tax year liability as though paid at discount.

B. Amount and Limit. The rebate provided by this Article applicable to a Qualified Real Property shall be based on the number of points the volunteer earned not the exceed 100% of the Township’s annual real property tax bill during the applicable tax period. The percentage of the tax rebate earned and the qualifying number of points that must be achieved shall be established by Resolution of the Upper Merion Township Board of Supervisors, which may be amended from time to time. Unless or until changed by Resolution, the percentages and points will remain unchanged from year to year.

C. Payment of Rebate. Rebates will be issued within forty-five (45) days of approval of the rebate in accordance with Procedures established in §149-82.

§149-84. Procedures.

The Upper Merion Township Manager shall develop and make public procedures and necessary forms to implement the Active Volunteer Service Tax Rebate Program. Such forms shall be publicly available on the Township’s website.

§149-85. Appeals.

Any volunteer of Active Volunteer aggrieved by a decision of the Township Manager under this Article shall have a right to file an administrative appeal of said decision within 30 days of the decision date. The appeal shall be in writing and filed with the Township Secretary. The appeal shall be decided by the Upper Merion Township Board of Supervisors and the decision communicated to the volunteer in writing.

§149-86. Audit.

The Active Volunteer Service Tax Rebate Program shall be subject to periodic review by Upper Merion Township. Failure of an Eligible Agency to cooperate or otherwise comply with this Article could result in an Eligible Agency and its volunteers being removed from the program and ineligible to participate in the future.

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

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

SECTION IV. Effective Date. This Ordinance shall become effective upon enactment as provided by law, with volunteers being eligible for a real estate tax rebate applicable to the 2024 tax year for service provided January 1, 2024 through December 31, 2024.

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

ORDAINED AND ENACTED by the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, this _____ day of _____, 202____.

ATTEST: **UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Anthony Hamaday, Township Secretary

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

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 202_____ - _____

**A RESOLUTION OF THE UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
ESTABLISHING CRITERIA TO QUALIFY FOR A TOWNSHIP REAL PROPERTY TAX
REBATE UNDER THE TOWNSHIP'S ACTIVE VOLUNTEER SERVICE TAX
REBATE PROGRAM**

WHEREAS, Upper Merion Township has established an Active Volunteer Service Tax Rebate Program to provide a tax rebate for an active volunteer's real property tax liability for real property taxes imposed by Upper Merion Township for a qualifying year;

WHEREAS, to qualify for a property tax rebate for the Active Volunteer Service Tax Rebate Program, a volunteer for one of the Township's volunteer fire companies must fulfill certain criteria during the applicable eligibility period;

WHEREAS, the Upper Merion Township Board of Supervisors desires to establish the criteria necessary to qualify for a tax rebate under the Active Volunteer Service Tax Rebate Program;

NOW, THEREFORE, the Board of Supervisors for Upper Merion Township adopts the following criteria to qualify for a property tax rebate under the Active Volunteer Service Tax Rebate:

A. Points Required for an Active Volunteer Service Tax Rebate:

To qualify for an Active Volunteer Service Tax Rebate for Qualified Real Property in the following amounts, a volunteer must obtain the following associated points set forth below, not the exceed 100% of the Township's annual real property tax bill during the applicable tax period.

- I. Qualified Real Property Tax Rebate for Emergency Responders. To claim more than a 25% tax rebate, at least 50% of points must be earned from the Emergency Response Calls and/or Training categories. The eligibility for a tax rebate shall be based upon the achieving the following number of points:
 - a. To receive a 25% tax rebate, 50 points must be achieved.
 - b. To receive a 50% tax rebate, 100 points must be achieved.
 - c. To receive a 75% tax rebate, 150 points must be achieved.
 - d. To receive a 100% tax rebate, 200 points must be achieved.

II. Qualified Real Property Tax Rebate for Administrative Members:

- a. To receive a 10% tax rebate, 25 points must be achieved.
- b. If an Administrative Member also responds to Emergency Response Calls, to claim more than a 25% tax rebate (as set forth above), at least 50% of points must be earned from the Emergency Response Calls and/or the Training categories.

B. Criteria Points for Eligibility for an Active Volunteer Service Tax Rebate:

1. Emergency Response Calls

- a. Emergency Response Call – 2 points per call

2. Training

- a. Department Training (Drill) – 2 points per training
- b. Training resulting in a national certification – 1 point per 4 hours
- c. Training resulting in a certificate issued by a recognized training agency – 1 point per 4 hours

3. Meetings

- a. Eligible Agency business meeting – 2 points per meeting
- b. Company, County-wide and Regional Committee Meetings – 2 points per meeting

4. Fire Prevention/Public Education Activities

- a. Fire Prevention Activities – 2 points per event
- b. Other Public Education Activities – 2 points per event

5. Leadership Roles

- a. Chief Officer – 10 points per Eligibility Period
- b. Line Officer – 5 points per Eligibility Period
- c. Elected Board Member – 10 points per Eligibility Period
- d. Committee Chair – 5 points per Eligibility Period
- e. Committee Member – 2 points per Eligibility Period

6. Other Activities

- a. Fundraising Events – 2 points per 8 hours
- b. Completion of a Fire Department Physical – 10 points per year
- c. Longevity – 2 points per 5 years of service as an Active Volunteer
- d. Certification as a Firefighter I in accordance with NFPA standards – 10 points per year
- e. Certification as a Firefighter II in accordance with NFPA standards – 10 points per year
- f. Non-compensated Fire Police Details – 2 points per detail

g. Station staffing – 2 points per 4 hours

- C. An Eligible Agency volunteer who is in active military or reserve status will receive points, as established above, for each call responded to by their Eligible Agency and for each such Eligible Agency drill missed during the time of their absence for active military or reserve service. However, no more than 75 points per year pursuant to this paragraph during active military or reserve status.

RESOLVED, at the duly convened Board of Supervisors of Upper Merion Township meeting conducted on this __ day of _____ 202_____.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS:**

By: Anthony Hamaday,
Township Manager

By: Tina Garzillo, Chairperson

DAVID A. SCHNEIDER
I.D. #92870
ARCHER & GREINER, P.C.
A Professional Corporation
902 Carnegie Center, Suite 500
Princeton, NJ 08540
(609) 580-3700
Attorney for Appellant, Alisue LLC & Aneff LLC

ALISUE LLC & ANEFF LLC,
Appellant,

v.

MONTGOMERY COUNTY BOARD OF
ASSESSMENT APPEALS
Appellee.

:
: DOCKET NO. 2023-25239
:
: IN THE COURT OF COMMON PLEAS
: MONTGOMERY COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
:

STIPULATION TO SETTLE

WHEREAS, Alisue LLC & Aneff LLC (the “Property Owner”) is the owner of the property located at 1060 First Ave, Upper Merion Township (“Township”), Upper Merion Area School District (“School District”), Montgomery County (“County”), which is further identified as Parcel No. 58-00-06832-30-1 (“Property”); and

WHEREAS, the total assessed value placed on the Property for tax year 2024 was \$6,454,000; and

WHEREAS, the Property Owner filed an appeal to the Montgomery County Board of Assessment Appeals (“Board”) challenging the assessed value placed on the Property for tax year 2024 and all subsequent tax years made a part of the appeal; and

WHEREAS, the Board, by notice dated October 26, 2023, issued a decision of no change in the assessment for tax year 2024; and

WHEREAS, on or before November 15, 2023, the Property Owner appealed from the Board's decision to the Montgomery County Court of Common Pleas in the above-captioned matter; and

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

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

1. Effective January 1, 2024 for County and Township tax purposes and July 1, 2024 for School District tax purposes, the total assessment on the Property shall be **reduced** to \$6,081,150.

2. Effective January 1, 2025 for County and Township tax purposes and July 1, 2025 for School District tax purposes, and for each subsequent tax year until otherwise changed in accordance with applicable law, the total assessment on the Property shall be **reduced** to \$5,553,520.

3. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the County for tax year 2024 in the total amount of **\$1,785.21**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,081,150	372,850	4.788	1,785.21
TOTAL					1,785.21

4. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Montgomery County Community College tax for tax year 2024 in the total amount of **\$145.41**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,081,150	372,850	.39	145.41
TOTAL					145.41

5. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Township for tax year 2024 in the total amount of **\$1,663.28**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,081,150	372,850	4.461	1,663.28
TOTAL					1,663.28

6. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the School District for tax year 2024 in the total amount of **\$8,471.15**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,081,150	372,850	22.72	8,471.15
TOTAL					8,471.15

7. In the event there is any overpayment in taxes to the County or Township for tax year 2025, or to the School District for tax year 2025-2026, such overpayments shall be calculated by the taxing authorities and paid to the Property Owner in accordance with this Stipulation to Settle.

8. The parties acknowledge that the above calculations are subject to verification by the appropriate representative of the respective taxing authority.

9. The parties acknowledge that if the Property Owner paid taxes within the discount period, the amount of the refunds due will be two percent (2%) less than the amount set forth above; if the Property Owner paid taxes within the penalty period, the amount of the

refunds due will be ten percent (10%) more than the amount set forth above and that no interest will be paid on any refund amounts.

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the County, Montgomery County Community College, Township and School District, shall issue to the Property Owner, without interest, refunds for overpayments. Said refund shall be paid within sixty (60) days of the Court's approval of this Stipulation to Settle.

11. The undersigned representatives acknowledge that they have received the appropriate authorizations to execute this Stipulation to Settle.

12. The parties hereto agree that a copy of this Stipulation to Settle shall be filed with the Court, and upon approval of this Stipulation to Settle by the Court, this matter shall be marked Settled, Discontinued and Ended.

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



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

David A. Schneider, Esquire
Attorney for Pembroke TCM North
Warner LLC

Brian O. Phillips, Esquire
Attorney for Montgomery County

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

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

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY
CIVIL DIVISION**

ALISUE LLC & ANEFF LLC,	:	
Appellant,	:	DOCKET NO. 2023-25239
	:	
v.	:	CIVIL ACTION - LAW
	:	
MONTGOMERY COUNTY BOARD OF	:	
ASSESSMENT APPEALS	:	
Appellee.	:	

ORDER

AND NOW this _____ day of _____, 20__, the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding court Order.

It is further ORDERED and DECREED that the taxing authorities shall make the adjustments to the assessment and issue refunds for tax overpayments as agreed to in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned actions, “Settled, Discontinued and Ended.”

BY THE COURT:

J.

DAVID A. SCHNEIDER
I.D. #92870
ARCHER & GREINER, P.C.
A Professional Corporation
902 Carnegie Center, Suite 500
Princeton, NJ 08540
(609) 580-3700
Attorney for Appellant, Alisue LLC & Aneff LLC

ALISUE LLC & ANEFF LLC,	:	
Appellant,	:	DOCKET NO. 2023-25251
	:	
v.	:	IN THE COURT OF COMMON PLEAS
	:	MONTGOMERY COUNTY,
MONTGOMERY COUNTY BOARD OF	:	PENNSYLVANIA
ASSESSMENT APPEALS	:	
Appellee.	:	CIVIL ACTION - LAW
	:	

STIPULATION TO SETTLE

WHEREAS, Alisue LLC & Aneff LLC (the “Property Owner”) is the owner of the property located at 1040 First Ave, Upper Merion Township (“Township”), Upper Merion Area School District (“School District”), Montgomery County (“County”), which is further identified as Parcel No. 58-00-06832-20-2 (“Property”); and

WHEREAS, the total assessed value placed on the Property for tax year 2024 was \$6,454,000; and

WHEREAS, the Property Owner filed an appeal to the Montgomery County Board of Assessment Appeals (“Board”) challenging the assessed value placed on the Property for tax year 2024 and all subsequent tax years made a part of the appeal; and

WHEREAS, the Board, by notice dated October 26, 2023, issued a decision of no change in the assessment for tax year 2024; and

WHEREAS, on or before November 15, 2023, the Property Owner appealed from the Board's decision to the Montgomery County Court of Common Pleas in the above-captioned matter; and

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

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

1. Effective January 1, 2024 for County and Township tax purposes and July 1, 2024 for School District tax purposes, the total assessment on the Property shall be **reduced** to \$6,248,000.

2. Effective January 1, 2025 for County and Township tax purposes and July 1, 2025 for School District tax purposes, and for each subsequent tax year until otherwise changed in accordance with applicable law, the total assessment on the Property shall be **reduced** to \$5,708,150.

3. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the County for tax year 2024 in the total amount of **\$986.33**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,248,000	206,000	4.788	986.33
TOTAL					986.33

4. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Montgomery County Community College tax for tax year 2024 in the total amount of **\$80.34**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,248,000	206,000	.39	80.34
TOTAL					80.34

5. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Township for tax year 2024 in the total amount of **\$918.97**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,248,000	206,000	4.461	918.97
TOTAL					918.97

6. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the School District for tax year 2024 in the total amount of **\$4,680.32**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	6,248,000	206,000	22.72	4,680.32
TOTAL					4,680.32

7. In the event there is any overpayment in taxes to the County or Township for tax year 2025, or to the School District for tax year 2025-2026, such overpayments shall be calculated by the taxing authorities and paid to the Property Owner in accordance with this Stipulation to Settle.

8. The parties acknowledge that the above calculations are subject to verification by the appropriate representative of the respective taxing authority.

9. The parties acknowledge that if the Property Owner paid taxes within the discount period, the amount of the refunds due will be two percent (2%) less than the amount set forth above; if the Property Owner paid taxes within the penalty period, the amount of the

refunds due will be ten percent (10%) more than the amount set forth above and that no interest will be paid on any refund amounts.

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the County, Montgomery County Community College, Township and School District, shall issue to the Property Owner, without interest, refunds for overpayments. Said refund shall be paid within sixty (60) days of the Court's approval of this Stipulation to Settle.

11. The undersigned representatives acknowledge that they have received the appropriate authorizations to execute this Stipulation to Settle.

12. The parties hereto agree that a copy of this Stipulation to Settle shall be filed with the Court, and upon approval of this Stipulation to Settle by the Court, this matter shall be marked Settled, Discontinued and Ended.

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



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

David A. Schneider, Esquire
Attorney for Pembroke TCM North
Warner LLC

Brian O. Phillips, Esquire
Attorney for Montgomery County

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

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

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY
CIVIL DIVISION**

ALISUE LLC & ANEFF LLC,	:	
Appellant,	:	DOCKET NO. 2023-25251
	:	
v.	:	CIVIL ACTION - LAW
	:	
	:	
MONTGOMERY COUNTY BOARD OF	:	
ASSESSMENT APPEALS	:	
	:	
Appellee.	:	
	:	

ORDER

AND NOW this _____ day of _____, 20__, the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding court Order.

It is further ORDERED and DECREED that the taxing authorities shall make the adjustments to the assessment and issue refunds for tax overpayments as agreed to in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned actions, “Settled, Discontinued and Ended.”

BY THE COURT:

J.

DAVID A. SCHNEIDER
I.D. #92870
ARCHER & GREINER, P.C.
A Professional Corporation
902 Carnegie Center, Suite 500
Princeton, NJ 08540
(609) 580-3700
Attorney for Appellant, Alisue LLC & Aneff LLC

ALISUE LLC & ANEFF LLC,
Appellant,

v.

MONTGOMERY COUNTY BOARD OF
ASSESSMENT APPEALS
Appellee.

:
: DOCKET NO. 2023-25197
:
: IN THE COURT OF COMMON PLEAS
: MONTGOMERY COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
:

STIPULATION TO SETTLE

WHEREAS, Alisue LLC & Aneff LLC (the “Property Owner”) is the owner of the property located at 1020 First Ave, Upper Merion Township (“Township”), Upper Merion Area School District (“School District”), Montgomery County (“County”), which is further identified as Parcel No. 58-00-06832-10-3 (“Property”); and

WHEREAS, the total assessed value placed on the Property for tax year 2024 was \$6,454,000; and

WHEREAS, the Property Owner filed an appeal to the Montgomery County Board of Assessment Appeals (“Board”) challenging the assessed value placed on the Property for tax year 2024 and all subsequent tax years made a part of the appeal; and

WHEREAS, the Board, by notice dated October 26, 2023, issued a decision of no change to the total assessed value of the Property for tax year 2024; and

WHEREAS, on or before November 15, 2023, the Property Owner appealed from the Board's decision to the Montgomery County Court of Common Pleas in the above-captioned matter; and

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

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

1. Effective January 1, 2024 for County and Township tax purposes and July 1, 2024 for School District tax purposes, the total assessment on the Property shall be **reduced** to \$5,964,000.

2. Effective January 1, 2025 for County and Township tax purposes and July 1, 2025 for School District tax purposes, and for each subsequent tax year until otherwise changed in accordance with applicable law, the total assessment on the Property shall be **reduced** to \$5,444,950.

3. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the County for tax year 2024 in the total amount of **\$2,346.12**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,964,000	490,000	4.788	2,346.12
TOTAL					2,346.12

4. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Montgomery County Community College tax for tax year 2024 in the total amount of **\$191.10**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,964,000	490,000	.39	191.10
TOTAL					191.10

5. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Township for tax year 2024 in the total amount of **\$2,185.89**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,964,000	490,000	4.461	2,185.89
TOTAL					2,185.89

6. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the School District for tax year 2024 in the total amount of **\$11,132.80**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,964,000	490,000	22.72	11,132.80
TOTAL					11132.80

7. In the event there is any overpayment in taxes to the County or Township for tax year 2025, or to the School District for tax year 2025-2026, such overpayments shall be calculated by the taxing authorities and paid to the Property Owner in accordance with this Stipulation to Settle.

8. The parties acknowledge that the above calculations are subject to verification by the appropriate representative of the respective taxing authority.

9. The parties acknowledge that if the Property Owner paid taxes within the discount period, the amount of the refunds due will be two percent (2%) less than the amount set forth above; if the Property Owner paid taxes within the penalty period, the amount of the

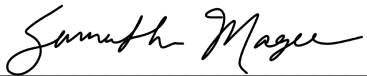
refunds due will be ten percent (10%) more than the amount set forth above and that no interest will be paid on any refund amounts.

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the County, Montgomery County Community College, Township and School District, shall issue to the Property Owner, without interest, refunds for overpayments. Said refund shall be paid within sixty (60) days of the Court's approval of this Stipulation to Settle.

11. The undersigned representatives acknowledge that they have received the appropriate authorizations to execute this Stipulation to Settle.

12. The parties hereto agree that a copy of this Stipulation to Settle shall be filed with the Court, and upon approval of this Stipulation to Settle by the Court, this matter shall be marked Settled, Discontinued and Ended.

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



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

David A. Schneider, Esquire
Attorney for Alisue LLC &
Aneff LLC

Brian O. Phillips, Esquire
Attorney for Montgomery County

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

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

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY
CIVIL DIVISION**

ALISUE LLC & ANEFF LLC,
 Appellant,

 v.

 MONTGOMERY COUNTY BOARD OF
 ASSESSMENT APPEALS
 Appellee.

:
 : DOCKET NO. 2023-25197
 :
 : IN THE COURT OF COMMON PLEAS
 : MONTGOMERY COUNTY,
 : PENNSYLVANIA
 :
 : CIVIL ACTION - LAW
 :
 :

ORDER

AND NOW this _____ day of _____, 20__, the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding court Order.

It is further ORDERED and DECREED that the taxing authorities shall make the adjustments to the assessment and issue refunds for tax overpayments as agreed to in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned actions, “Settled, Discontinued and Ended.”

BY THE COURT:

 J.

DAVID A. SCHNEIDER
I.D. #92870
ARCHER & GREINER, P.C.
A Professional Corporation
902 Carnegie Center, Suite 500
Princeton, NJ 08540
(609) 580-3700
Attorney for Appellant, Alisue LLC & Aneff LLC

ALISUE LLC & ANEFF LLC,	:	
Appellant,	:	DOCKET NO. 2023-25235
	:	
v.	:	IN THE COURT OF COMMON PLEAS
	:	MONTGOMERY COUNTY,
	:	PENNSYLVANIA
MONTGOMERY COUNTY BOARD OF	:	
ASSESSMENT APPEALS	:	CIVIL ACTION - LAW
Appellee.	:	

STIPULATION TO SETTLE

WHEREAS, Alisue LLC & Aneff LLC (the “Property Owner”) is the owner of the property located at 1000 First Ave, Upper Merion Township (“Township”), Upper Merion Area School District (“School District”), Montgomery County (“County”), which is further identified as Parcel No. 58-00-06832-00-4 (“Property”); and

WHEREAS, the total assessed value placed on the Property for tax year 2024 was \$6,454,000; and

WHEREAS, the Property Owner filed an appeal to the Montgomery County Board of Assessment Appeals (“Board”) challenging the assessed value placed on the Property for tax year 2024 and all subsequent tax years made a part of the appeal; and

WHEREAS, the Board, by notice dated October 26, 2023, issued a decision of no change in the assessment for tax year 2024; and

WHEREAS, on or before November 15, 2023, the Property Owner appealed from the Board's decision to the Montgomery County Court of Common Pleas in the above-captioned matter; and

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

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

1. Effective January 1, 2024 for County and Township tax purposes and July 1, 2024 for School District tax purposes, the total assessment on the Property shall be **reduced** to \$5,083,600.

2. Effective January 1, 2025 for County and Township tax purposes and July 1, 2025 for School District tax purposes, and for each subsequent tax year until otherwise changed in accordance with applicable law, the total assessment on the Property shall be **reduced** to \$4,629,030.

3. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the County for tax year 2024 in the total amount of **\$6,561.48**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,083,600	1,370,400	4.788	6,561.48
TOTAL					6,561.48

4. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Montgomery County Community College tax for tax year 2024 in the total amount of **\$534.46**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,083,600	1,370,400	.39	534.46
TOTAL					534.46

5. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Township for tax year 2024 in the total amount of **\$6,113.35**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,083,600	1,370,400	4.461	6,113.35
TOTAL					6,113.35

6. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the School District for tax year 2024 in the total amount of **\$31,135.49**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	6,454,000	5,083,600	1,370,400	22.72	31,135.49
TOTAL					31,135.49

7. In the event there is any overpayment in taxes to the County or Township for tax year 2025, or to the School District for tax year 2025-2026, such overpayments shall be calculated by the taxing authorities and paid to the Property Owner in accordance with this Stipulation to Settle.

8. The parties acknowledge that the above calculations are subject to verification by the appropriate representative of the respective taxing authority.

9. The parties acknowledge that if the Property Owner paid taxes within the discount period, the amount of the refunds due will be two percent (2%) less than the amount set forth above; if the Property Owner paid taxes within the penalty period, the amount of the

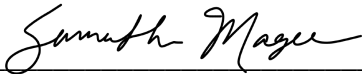
refunds due will be ten percent (10%) more than the amount set forth above and that no interest will be paid on any refund amounts.

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the County, Montgomery County Community College, Township and School District, shall issue to the Property Owner, without interest, refunds for overpayments. Said refund shall be paid within sixty (60) days of the Court's approval of this Stipulation to Settle.

11. The undersigned representatives acknowledge that they have received the appropriate authorizations to execute this Stipulation to Settle.

12. The parties hereto agree that a copy of this Stipulation to Settle shall be filed with the Court, and upon approval of this Stipulation to Settle by the Court, this matter shall be marked Settled, Discontinued and Ended.

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



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

David A. Schneider, Esquire
Attorney for Pembroke TCM North
Warner LLC

Brian O. Phillips, Esquire
Attorney for Montgomery County

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

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

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY
CIVIL DIVISION**

ALISUE LLC & ANEFF LLC,	:	
Appellant,	:	DOCKET NO. 2023-25235
	:	
v.	:	CIVIL ACTION - LAW
	:	
MONTGOMERY COUNTY BOARD OF	:	
ASSESSMENT APPEALS	:	
Appellee.	:	

ORDER

AND NOW this _____ day of _____, 20__, the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding court Order.

It is further ORDERED and DECREED that the taxing authorities shall make the adjustments to the assessment and issue refunds for tax overpayments as agreed to in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned actions, “Settled, Discontinued and Ended.”

BY THE COURT:

J.

DAVID A. SCHNEIDER

I.D. #92870

ARCHER & GREINER, P.C.

A Professional Corporation

902 Carnegie Center, Suite 500

Princeton, NJ 08540

(609) 580-3700

Attorney for Appellant, Pembroke TCM North Warner LLC

PEMBROKE TCM NORTH WARNER LLC,

Appellant,

v.

MONTGOMERY COUNTY BOARD OF
ASSESSMENT APPEALS

Appellee.

:
: DOCKET NO. 2023-25274
:
: IN THE COURT OF COMMON PLEAS
: MONTGOMERY COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
:

STIPULATION TO SETTLE

WHEREAS, Pembroke TCM North Warner LLC (the “Property Owner”) is the owner of the property located at 200 N. Warner Road, Upper Merion Township (“Township”), Upper Merion Area School District (“School District”), Montgomery County (“County”), which is further identified as Parcel No. 58-00-20399-00-9 (“Property”); and

WHEREAS, the total assessed value placed on the Property for tax year 2024 was \$14,790,000; and

WHEREAS, the Property Owner filed an appeal to the Montgomery County Board of Assessment Appeals (“Board”) challenging the assessed value placed on the Property for tax year 2024 and all subsequent tax years made a part of the appeal; and

WHEREAS, the Board, by notice dated October 26, 2023, issued a decision reducing the total assessed value of the Property to \$13,383,200 for tax year 2024; and

WHEREAS, on or before November 15, 2023, the Property Owner appealed from the Board's decision to the Montgomery County Court of Common Pleas in the above-captioned matter; and

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

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

1. Effective January 1, 2024 for County and Township tax purposes and July 1, 2024 for School District tax purposes, the total assessment on the Property shall be **reduced** to \$12,780,000.

2. Effective January 1, 2025 for County and Township tax purposes and July 1, 2025 for School District tax purposes, and for each subsequent tax year until otherwise changed in accordance with applicable law, the total assessment on the Property shall be **reduced** to \$11,780,000.

3. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the County for tax year 2024 in the total amount of **\$2,888.12**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	13,383,200	12,780,000	603,200	4.788	2,888.12
TOTAL					2,888.12

4. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Montgomery County Community College tax for tax year 2024 in the total amount of **\$235.25**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	13,383,200	12,780,000	603,200	.39	235.25
TOTAL					235.25

5. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the Township for tax year 2024 in the total amount of **\$2,690.88**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	13,383,200	12,780,000	603,200	4.461	2,690.88
TOTAL					2,690.88

6. As a result of the reductions in assessment on the Property, there is an overpayment in taxes to the School District for tax year 2024 in the total amount of **\$13,704.70**, which is calculated as follows:

Year	Old Assessment	New Assessment	Difference	Mill Rate	Overpayment
2024	13,383,200	12,780,000	603,200	22.72	13,704.70
TOTAL					13,704.70

7. In the event there is any overpayment in taxes to the County or Township for tax year 2025, or to the School District for tax year 2025-2026, such overpayments shall be calculated by the taxing authorities and paid to the Property Owner in accordance with this Stipulation to Settle.

8. The parties acknowledge that the above calculations are subject to verification by the appropriate representative of the respective taxing authority.

9. The parties acknowledge that if the Property Owner paid taxes within the discount period, the amount of the refunds due will be two percent (2%) less than the amount set forth above; if the Property Owner paid taxes within the penalty period, the amount of the

refunds due will be ten percent (10%) more than the amount set forth above and that no interest will be paid on any refund amounts.

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the County, Montgomery County Community College, Township and School District, shall issue to the Property Owner, without interest, refunds for overpayments. Said refund shall be paid within sixty (60) days of the Court's approval of this Stipulation to Settle.

11. The undersigned representatives acknowledge that they have received the appropriate authorizations to execute this Stipulation to Settle.

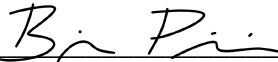
12. The parties hereto agree that a copy of this Stipulation to Settle shall be filed with the Court, and upon approval of this Stipulation to Settle by the Court, this matter shall be marked Settled, Discontinued and Ended.

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



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

David A. Schneider, Esquire
Attorney for Pembroke TCM North
Warner LLC



Brian O. Phillips, Esquire
Attorney for Montgomery County

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



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

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY
CIVIL DIVISION**

PEMBROKE TCM NORTH WARNER LLC, Appellant,	:	
	:	DOCKET NO. 2023-25274
v.	:	
	:	CIVIL ACTION - LAW
	:	
MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS	:	
Appellee.	:	

ORDER

AND NOW this _____ day of _____, 20__, the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding court Order.

It is further ORDERED and DECREED that the taxing authorities shall make the adjustments to the assessment and issue refunds for tax overpayments as agreed to in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned actions, “Settled, Discontinued and Ended.”

BY THE COURT:

J.

AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2025, by and between GCP RETAIL, L.P., a Pennsylvania limited partnership ("GCP"), the TOWNSHIP OF UPPER MERION, a Pennsylvania Township of the second class ("Township") and the Upper Merion Transportation Authority ("Authority").

RECITALS

WHEREAS, pursuant to Township Resolution 2022-35 (the "Resolution"), on 8/11/2022, the Township approved a certain preliminary/final land development plan for construction of certain improvements for retail use, along with associated improvements (the "Project") at 127 South Gulph, Upper Merion Township, Pennsylvania (the "Property").

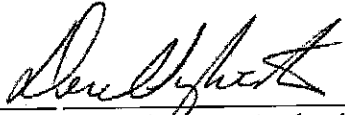
WHEREAS, pursuant to the Resolution Condition 12, GCP is required to pay a Traffic Impact Fee in the amount of \$54,350.70 in connection with construction of the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties agree as follows:

1. Payment of Traffic Impact Fee. GCP shall have the right to pay the Traffic Impact Fee, the total cost of which is \$54,350.70, in two installments of \$27,175.35 each, as follows: (i) the first installment of \$27,175.35 shall be due and payable at the time of issuance of the building permit for the Project; and (ii) the second installment of \$27,175.35 shall be due and payable on six (6) month anniversary of the date of issuance of the building permit for the Project.
2. Township Issuance of Building Permit. Concurrently with GCP's payment of the first installment of the Traffic Impact Fee, Township agrees to issue to GCP the building permit for the Project.
3. Potential Additional Future Traffic Impact Fee. It is the intention of GCP that a certain portion of the Project consisting of approximately 3,844 square feet of space, more or less, shall be used and occupied as a "First Watch" restaurant which only serves breakfast and lunch ("First Watch"). In the event that within ten (10) years from the date of this Agreement, First Watch or a successor tenant that does not require a zoning classification change modifies its hours to include dinner service or another use that increases trip generation weekday afternoon peak hour trips, GCP agrees to pay to the Township/Authority (as appropriate), a traffic impact fee for any new weekday afternoon peak hour trips expected to be generated as a result of such dinner service or successor tenant use (if any), based upon a traffic impact fee amount of \$3,623.38 per additional PM peak hour trip and in no event greater than an additional \$28,981.04, as confirmed by the Authority Engineer.
4. Authorizations. All parties have obtained any and all necessary approvals/authorizations to enter into this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the date first above written.

GCP Retail, L.P., a Pennsylvania limited partnership
By: GCP Retail GP, LLC, its general partner

By: 
Derek Sylvester, Authorized Signatory

Upper Merion Township, a Pennsylvania second class
Township

By: _____
Anthony Hamaday, Township Manager

Upper Merion Township Transportation Authority

By: _____



vialytics Order Form

Company Information		Customer Account Payable Information	
Licensee Doing business as	Upper Merion Township, PA	Purchase Order	
Payment method	ACH	AP Software registration required?	No
Primary Billing Contact		AP contact Name	
Name	Geoff Hickman	Name	
Email	ghickman@umtownship.org	Email	
Shipping Address		Billing Address	
Street	175 West Valley Forge Road	Street	175 West Valley Forge Road
City	King of Prussia	City	King of Prussia
Zip	19406	Zip	19406
State	Pennsylvania	State	Pennsylvania
Order Summary			
Vialytics Rep name	Daniel Laufer	Start date	01-01-2025
Payments	Due 30 days after receipt	End date	12-31-2025
Term	12 months	Opt Out Date	-
Billing frequency	One-time	Order Number	vialytics-Q-10755
		Sales Tax	Applicable Tax will be assessed/ included upon invoicing
		Automatic renewal	No
Customer Remittance Information			
Payment by wire		Payment by check	
Bank Name:	PNC Bank	Bank Name:	PNC Bank
Bank Address:	VIALYTICS AMERICAS INC 1483 State Route 24 Suite 4 Kinnelon, NJ 07405	Bank Address:	VIALYTICS AMERICAS INC PO Box : 830101 PHILADELPHIA PA 19182-0101
Routing No.:	031 207 607		
Account No.:	814 168 9258		



Recurring Services

SKU	Item Name	Quantity	List unit price	Discount	Net unit price	Net per Year
VIA-COR-012	vialytics Core™ - Main Roads	86	\$168.00	36%	\$107.52	\$9,246.72
VIA-MNT-010	vialytics M™ Maintenance - Main Roads	86	\$72.00	36%	\$46.08	\$3,962.88
VIA-INV-010	vialytics IM™ Inventory Management - Main Roads	86	\$72.00	36%	\$46.08	\$3,962.88
VIA-HRD-003	vialytics Smart Phone	3	\$800.00	100%	\$0.00	0
VIA-ACC-002	Free User Accounts	20	\$0.00	0%	\$0.00	0

\$17,172.48

Onetime Service Fees

SKU	Item Name	Quantity	List unit price	Discount	Net unit price	Net Price
VIA-SYS-003	vialytics Web System Setup	1	\$6,500.00	100%	\$0.00	0
VIA-HRD-001	Hardware Package	3	\$250.00	100%	\$0.00	0


0

Special Custom Clause #1: There will be no penalties associated with choosing not to renew after Year 1 or Year 2.

General Terms and Conditions

The parties agree to be bound by the terms of the vialytics General Terms and Conditions ("GTC") available at <https://www.vialytics.com/gtc>, which is incorporated herein by reference. This Order and the GTC together constitute the entire agreement between vialytics and Licensee governing the products and services referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Order and the GTC, this Order shall govern. The signatory below represents that he or she has the authority to bind Licensee to the terms of this Agreement. The terms of this Order are vialytics confidential information.

Signatures

<hr/> Place, Date	Short Hills, 12-03-2024 <hr/> Place, Date
<hr/> Signature client	 <hr/> Andreas Kozma President

February 4, 2025

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

**RE: Financial Security Release No. 1
King Shooters Supply
346 E. Church Road
Upper Merion Township
RVE File #PMUMP273**

Dear Tony:

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

Based upon our inspection of the work completed, RVE recommends that the Township release the amount of \$64,547.22 to the developer from the financial security held for the completion of required site improvements at the development. After this release, the total amount of financial security remaining is \$3,955.28, which will serve as the maintenance financial security.

In accordance with the Land Development agreement for this project, the Maintenance Security shall be held by the Township for a period of eighteen (18) months from the date of acceptance of the improvements ("Maintenance Period"). Prior to the expiration of the Maintenance Period, the Developer shall submit to the Township written request for final inspection.

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

Financial Security Release No. 1
King Shooters Supply
346 E. Church Road
Page 2 of 2

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

Sincerely,
REMINGTON & VERNICK ENGINEERS
By



Leanna M. Colubriale, P.E., CFM, Senior Associate
Municipal Services Team Lead

LMC/dmf

Enclosure

cc: Geoff Hickman, Director of Public Works (via email)
Jarrett James Lash, AICP, Community Development & Planning Officer (via email)
Aimee Brouse, Director of Finance & Administration (via email)
John F. Walko, Kilkenny Law, LLC, Township Solicitor (via email)
Christopher J. Fazio, P.E., C.M.E., Executive Vice President (via email)
Raymond Ruczynski, Manager of Construction Inspection Services (via email)

FINANCIAL SECURITY RELEASE NO. 1

Municipality: Upper Merion Township
Development: King Shooters Supply
Developer: Roscoe Armory, LLC
Location: 346 E. Church Road
RVE File No.: PMUMP273
Date: 1/30/2025

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Current Security Release		Amount Remaining
					Quantity	Amount	
Erosion Controls							
1	LS	Concrete Washout	\$250.00	\$250.00	1	\$250.00	\$0.00
150	LF	24" Compost Filter Sock	\$15.00	\$2,250.00	150	\$2,250.00	\$0.00
1	LS	Maintenance of Controls	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00
Site Work							
10	CY	Excavation	\$5.00	\$50.00	10	\$50.00	\$0.00
10	CY	Fill	\$5.00	\$50.00	10	\$50.00	\$0.00
Stormwater Management							
80	LF	4" PVC Pipe	\$30.00	\$2,400.00	80	\$2,400.00	\$0.00
180	LF	6" PVC Pipe	\$40.00	\$7,200.00	180	\$7,200.00	\$0.00
1	EA	Sediment Trap	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00
1	EA	Level Spreader	\$3,500.00	\$3,500.00	1	\$3,500.00	\$0.00
4	EA	Clean-Out	\$250.00	\$1,000.00	4	\$1,000.00	\$0.00
Paving and Concrete							
65	SY	4" Concrete Sidewalk	\$100.00	\$6,500.00	65	\$6,500.00	\$0.00
625	SY	1.5" Wearing Course	\$11.00	\$6,875.00	625	\$6,875.00	\$0.00
625	SY	2.5" Binder Course	\$16.00	\$10,000.00	625	\$10,000.00	\$0.00
625	SY	6" 2A Base Course	\$12.00	\$7,500.00	625	\$7,500.00	\$0.00
Lighting and Landscaping							
1	EA	Canopy Tree	\$500.00	\$500.00	1	\$500.00	\$0.00
1	EA	Understory Tree	\$400.00	\$400.00	1	\$400.00	\$0.00
42	EA	Shrubs	\$50.00	\$2,100.00	42	\$2,100.00	\$0.00
Miscellaneous							
1	LS	As-Builts	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00
1	LS	Punchlist	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00
1	LS	Final Site Stabilization	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00
17	EA	Pavement Markings (Arrows)	\$100.00	\$1,700.00	17	\$1,700.00	\$0.00
1000	LF	Parking Lot Striping	\$0.75	\$750.00	1000	\$750.00	\$0.00
3	EA	Parking Lot Signs	\$250.00	\$750.00	3	\$750.00	\$0.00

pb

Subtotal:	\$62,275.00		\$62,275.00	\$0.00
Contingency:	+ \$6,227.50		+ \$2,272.22	\$3,955.28
Total With Contingency:	\$68,502.50		\$64,547.22	\$3,955.28

Summary of Financial Security Release No. 1

Total Amount of Current Financial Security Release:	\$64,547.22
Total Amount of All Financial Security Released To Date, Including Current Release:	\$64,547.22
Total Amount of All Financial Security Remaining, Including Contingency:	\$3,955.28

Sign and Date Below:

Patricia Q. Bellini 1/30/2025
Roscoe Armory, LLC

Township Manager

2 m c
Township Engineer

Township Chair of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code

Neumann & Associates, LLC

December 7, 2024

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

Dear Tony:

The purpose of this letter agreement is to set forth the terms and conditions that have been agreed upon by Neumann & Associates, LLC (“Consultant”) and Upper Merion Township, PA (“Client”) (collectively the “Parties”) regarding consulting services to be provided by Consultant to Client. It is understood that Client wishes to retain Consultant to provide Client with an economic and fiscal impact analysis of a new Minor League Baseball (“MiLB”) ballpark (“Ballpark”) and any accompanying ancillary real estate development projects (“Ancillary Development”) to be built in Upper Merion Township.

In this regard, the Parties have agreed as follows:

1. Scope of Work

- a. Consultant will generate a comprehensive development budget with the input and guidance of Client. The budget will consider conceptual and estimated development costs for the Ballpark and Ancillary Development being planned.
- b. Consultant will model the financial operations of the ballpark and the Ancillary Development over a 25-year period. The estimated operations will be based upon the input of Client and the planned building programs for the Ballpark and Ancillary Development.
- c. Consultant will quantify the one-time benefits of construction based upon the development budgets and the appropriate local labor data. These benefits will be analyzed for the construction period and applied to a RIMS II multiplier model to understand the indirect benefits. The impacts will consider the Ballpark and the Ancillary Development. Consultant will also coordinate with Client regarding local taxing policies and apply appropriate rates to measure the tax impacts.
- d. The estimated financial operations for the Ballpark and Ancillary Development will inform the analysis of the recurring benefits of operation. The benefits analyzed will include on-site spending as well as off-site spending. The data will be applied to a RIMS II multiplier model to understand the indirect benefits. Again, Consultant will coordinate with Client regarding local taxing policies and apply appropriate rates to measure the tax impacts.
- e. Consultant will issue a final written report and all analyses. The findings will identify the direct and indirect benefits of construction, recurring operation of the Ballpark, recurring

operation of the Ancillary Development, and the recurring visitor spending. The benefits will be measured in economic activity, jobs supported, and earnings supported. The tax benefits will be quantified and detailed by jurisdiction.

2. Compensation

- a. In consideration for Consultant completing the scope of work defined above, Client agrees to pay Consultant a fee of Twenty-Five Thousand Dollars (\$25,000.00).
- b. The Parties agree that if Client wishes to have more than one (1) Ancillary Development model completed, an additional fee of Five Thousand Dollars (\$5,000.00) per Ancillary Development model will be paid to Consultant by Client.
- c. Upon completing the scope(s) of work, Consultant will submit an invoice to Client for the agreed upon Fee.
- d. Client will pay Consultant in full within ten (10) business days of receipt of said invoice.

3. Schedule

- a. Consultant will complete the scope of work and deliver the final report within six (6) weeks of the date of execution of this Agreement.
- b. Completion of the scope of work and delivery of the final report is dependent upon Consultant receiving all requested information from Client in a reasonable and timely fashion.

4. Confidentiality – All information and materials provided to Consultant by Client to assist Consultant in the performing of its obligations hereunder, shall be held in strict confidence by Consultant. Any materials containing any such confidential information shall be returned to Client, at its request, at the expiration of this Agreement. This confidentiality shall survive the Term and the duties and obligations set forth in this paragraph shall be reciprocal with respect to any confidential information received by Client from Consultant. The Parties further agree that the terms of this Agreement, including and without limitation financial terms and consideration received by either party, shall be deemed confidential information.

5. Indemnification – Client shall, and hereby does undertake to hold Consultant free and harmless from and indemnify Consultant against any and all loss to, claims of, damages to, expenses of, or injuries to any person, property (including reasonable outside attorney's fee incurred by Consultant), which may be claimed or levied against Consultant, based upon, or relating to, any of Consultant's services hereunder. This indemnity shall survive any termination or expiration of this Agreement. Consultant agrees to indemnify Client and hold Client harmless from and against all liability, including all actions, claims, damages, costs and reasonable outside attorney's fees, which Client may incur from negligence, gross negligence or willful misconduct on Consultant's part during the fulfillment of Consultant's part during the fulfillment of Consultant's obligations hereunder.

6. Governing Law – The rights and obligations of the Parties hereto shall be governed by and construed in accordance with the internal substantive laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania's choice of law doctrine. Each party hereby irrevocably and unconditionally agrees not to commence any legal action relating to this Agreement except in state or federal court located in Montgomery County, PA and agrees not to plead or claim in any such court that any such action brought has been in an inconvenient forum.

7. **Status of Parties** – At all times during the Term of this Agreement, Consultant and Client shall be and remain independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any sponsorship, joint venture, agency, or employment relationship between the Parties or their respective agents, employees or representatives, other than that of independent contractors. Further, at no time shall Consultant have the power or authority to bind Client to any obligation of any type or kind.

8. **Effect** – The Parties hereby acknowledge that the services provided under this Agreement are unique and personal in nature. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and to their respective successors and permitted assigns.

9. **Entire Agreement** – This Agreement expresses and contains the entire agreement between the Parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the parties, whether verbal or written. This Agreement may not be modified or amended except by a written instrument signed by both Parties.

10. **Headings** – The headings contained in this Agreement are for reference and convenience purposes only and are not to be used or construed in the interpretation of the terms and provisions of this Agreement.

If the foregoing meets with your understanding of the terms and conditions agreed upon by Consultant and Client regarding this Agreement, please so indicate by signing, dating and returning one copy of this Agreement to my attention.

Sincerely,

AGREED TO AND ACCEPTED BY:

Neumann & Associates, LLC

Upper Merion Township, PA

By: Richard W. Neumann

By: _____

Richard W. Neumann
President

Anthony Hamaday
Township Manager

Date: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

0125PC01.00

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

and

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

January 14, 2025

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting engineering services for assistance with managing the Upper Merion Township's (Client) Municipal Separate Storm Sewer System (MS4) Program associated with the 2024-2025 permit reporting period requirements and to provide professional services to the Client associated with MS4/storm sewer mapping located in Upper Merion Township, Montgomery County, PA. ARRO will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

A. MS4/Storm Sewer Verification and Mapping Development

1. Continue utilizing global positioning system to mapping grade accuracy, collect location data for Client-owned stormwater facilities for updating of the Client's MS4 map. This Agreement is based on collecting spatial data and attribute information on a maximum of 100 stormwater structures (inlets, swales, best management practices, outfalls, and outlets) within the Client.
2. Develop stormwater features class attributes based on parameters specified by the Client.
3. Utilize ArcGIS software to analyze and export resultant stormwater facility locations into geo-database format compatible with the ArcGIS Desktop environment as well as utilization with the Client's Tracer asset management software.
4. Return to the Client a stormwater geo-database containing geospatial and attribute information for the Client to provide to McMahan Associates.
5. Review watershed mapping and utilize existing data provided by Client to review BMP improvements.

B. Client Stormwater Management Plan and Annual Report

1. Prepare updates to the Client's Stormwater Management Plan.
2. Define at least one (1) target audience group within the MS4 area. Target audience group to be defined based on the most likely sources to contribute to local waterway impairments and/or to produce illicit discharge in the Client.
3. Review and update the Client's Public Education and Outreach Program (PEOP). The revised PEOP to be based on the 2024-2025 annual MS4 report and the above referenced target audience group(s). Verify PEOP includes the following:
 - a. Target audience list and justification for why the audience group was chosen.
 - b. Method to measure improvements of the target audience's understanding of the causes and impacts of stormwater pollution and the steps they can take to prevent it.
 - c. At least one (1) long-term public education and outreach goal.

- d. At least two (2) short-term objectives for meeting the long-term public education and outreach goal.
 - e. At least one (1) educational item based on the target audience.
 - f. Method for distribution of the educational item to the general public and target audience.
 - g. Method for reporting MS4 related material and updates to the public.
4. Review and update the Client's Public Involvement and Participation Program (PIPP). The revised PIPP to be based on the 2024-2025 annual MS4 report, target audience group(s) and the PEOP. Verify the PIPP includes the following:
 - a. Opportunities for the public to participate in the decision-making processes associated with the development, implementation and updating of programs and activities associated with the MS4 permit.
 - b. Methods of routine communication to entities that operate within close proximity to the MS4 system or its receiving waters.
 - c. At least one (1) option for making periodic reporting available to the public.
 - d. Content for one (1) public meeting to present MS4 related material to the public and a description of the required public meeting notifications and documentation.
 - e. At least one (1) means for public participation.
 5. Review and update the Client's Illicit Discharge Detection and Elimination Program (IDD&E).
 6. Review the written procedure for inspection of BMPs to verify BMPs are properly operated and maintained. Written procedure for inspection of BMPs will be based on the recommendations in the Pennsylvania BMP Manual.
 7. Review and update the Client's Pollution Prevention/Good Housekeeping Program (PP/GHP).
 8. Review existing ordinances and make recommendations for revisions based upon PADEP's 2022 Model Stormwater Ordinance.
 9. Prepare annual report and submit to PADEP by September 30, 2025.

C. Outfall and BMP Inspections

1. Perform dry weather screening of twenty (20) percent of the currently identified one hundred eight (108) outfalls; work to be performed at the time of field GIS mapping.
2. Perform annual BMP inspections of Client-owned BMPs.

D. Monthly Meetings and Assistance with Pollutant Reduction Plan Implementation

1. Attend monthly (total of twelve (12)) MS4 meetings with Client.
2. Prepare plans and coordinate project for a maximum of three (3) projects using existing mapping and LIDAR topography, including preparation of permitting and documentation. Projects will be as identified the previous year.
3. Assistance with grant identification and preparation of grant as identified in the previous year.
4. Prepare updates to MS4 Pollutant Reduction Plan.
5. Perform site visits to review proposed list of recommended projects.

Specific Services Excluded

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

1. Providing updates or responses to reviewing agencies' comments.
2. Services resulting from significant changes to Scope of Services beyond reasonable control of ARRO. Such revisions include, but are not limited to, changes in size, complexity, scheduling, or character of engineering services required completing project.
3. Costs for permits, fees, and licenses, including application fees to regulatory agencies.
4. Determination of source(s) of illicit stormwater discharge; services related to enforcement actions associated with illicit discharge(s).
5. Preparation of or revisions to ordinances.
6. Notification(s) to private property owners.
7. Grab samples and/or analytical laboratory testing and associated costs.
8. Outfall screenings beyond those identified in the Scope of Services.
9. Re-delineating existing MS3s and/or any additional outfall(s) identified in field.
10. Field verification/data collection on stormwater conveyance structures beyond the scope of services.
11. Updates to Client MS4 dataset and/or GIS beyond the scope of services.
12. Attendance at additional meetings or public outreach events.
13. Paper copies of maps.

SCHEDULE

ARRO will commence work upon receipt of written Notice-to-Proceed from the Client and will endeavor to submit the MS4 annual report by September 30, 2025, and complete the work by December 31, 2025.

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.
- 8. Provide one (1) individual to accompany ARRO during data collection for traffic control and to attribute information about features recorded in the field, if required.

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 Seventy Thousand Dollars (\$70,000.00). 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 will 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 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: **January 14, 2025**

Client's Designated Representative: _____

**ARRO HOLDINGS, LLC; THE ARRO GROUP & SUBSIDIARIES,
ARRO CONSULTING, INC., CKS ENGINEERS, CASTLE VALLEY
CONSULTANTS 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 agrees to waive any claim against ARRO and agrees to defend, indemnify, and 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. STANDARD OF CARE AND RISK ALLOCATION

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 caused by 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, ARRO's subconsultants, 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, HAZARDOUS, OR TOXIC MATERIALS AND/OR PHASE I & II ENVIRONMENTAL SERVICES

ARRO's scope of services does not include any services related to asbestos, hazardous or toxic materials, or Phase I & Phase II Environmental Site Assessments. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic or contaminated materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic or contaminated 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. 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.

19. JOBSITE SAFETY

Neither the professional activities of ARRO, nor the presence of ARRO, its employees or subconsultants at a construction/project site, shall impose any duty on ARRO, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). ARRO and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor and subcontractors shall defend and indemnify the Client, ARRO and ARRO's subconsultants from and against any claims, causes of action, demands or damages arising out of or relating to Contractor Duties. The Client also agrees that the Client, ARRO and ARRO's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

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.



TestFit Software as a Service Agreement

This TestFit Software as a Service Agreement (the “**Agreement**”), effective as of the Effective Date specified on the signature page to this Agreement, is entered into by and between TestFit Inc., a Delaware corporation with offices located at 1717 McKinney Ave, Suite 1570, Dallas, TX 75202 (“**TestFit**”), and the customer identified on the signature page to this Agreement, with offices located at the address indicated on the signature page to this Agreement (“**Customer**”, and collectively with TestFit, the “**Parties**”). Capitalized terms not otherwise defined in this Agreement’s substantive provisions shall have the meanings assigned in Section 15.

WHEREAS, TestFit provides access to its software-as-a-service offerings to its customers; and

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and TestFit desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.**

1.1 Orders. Customer may purchase subscriptions to the Services via Orders entered into under this Agreement. Upon mutual execution by the Parties, each Order shall become governed, and each Party shall be bound, by this Agreement. In the event of a conflict between any provision of an Order and any provision in this Agreement, the provision in this Agreement shall control; *provided*, however, that an Order may control over a conflicting provision in this Agreement if the Order references the conflicting provision in this Agreement and expressly states that the Order controls over such provision.

1.2 Access and Use. Subject to Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, TestFit hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14.8) subscription right to access and use the Services during the applicable Order Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. TestFit shall provide to Customer the Access Credentials on or promptly following the effective date of the applicable Order. If Customer’s Order limits the total number of Authorized Users, the total number of Authorized Users will not exceed the number set forth in such Order unless expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable pursuant to such Order.

1.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

(a) TestFit has and will retain sole control over the operation, provision, maintenance, and management of the TestFit Materials (other than On-Premises Software); and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the TestFit Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or TestFit; (ii) results obtained from any use of the Services or TestFit Materials; and (iii) conclusions, decisions, or actions based on such use.

1.4 Reservation of Rights. Except as otherwise expressly set forth herein, this Agreement does not grant any right, title or interest in or to (including any Intellectual Property Rights in or relating to) the Services, TestFit Materials or Third-Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the TestFit Materials and the Third-Party Materials are and will remain with TestFit and the respective rights holders in the Third-Party Materials.

1.5 Changes. TestFit reserves the right, in its sole discretion, to make any changes to the TestFit Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of TestFit’s services to its customers, (ii) the competitive strength of or market for TestFit’s services, or (iii) the Services’ cost

efficiency or performance; or (b) comply with applicable Law.

1.6 Subcontractors. Customer acknowledges and agrees that TestFit may utilize third parties in connection with TestFit's performance under this Agreement (each, a "**Subcontractor**").

1.7 Services Suspension or Termination. TestFit may, directly or indirectly, and by use of a Disabling Device or any other lawful means, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the TestFit Materials, without incurring any resulting obligation or liability, if:

(a) TestFit receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires TestFit to do so;

(b) TestFit believes that (i) Customer or any Authorized User or Person has (1) failed to comply with any term or condition of this Agreement, (2) accessed or used any TestFit Materials beyond the scope of the rights granted under this Agreement or (3) accessed or used any TestFit Materials for any purpose not expressly authorized under this Agreement or in any manner that does not comply with the instructions or requirements set forth in the Documentation, or (ii) Customer or any Authorized User is, has been or is likely to be involved in any fraudulent, misleading, tortious or unlawful activities;

(c) Customer fails to make any payment when due, including but not limited to payment for excess usage and/or storage fees under Section 2.2 below; or

(d) this Agreement expires or is terminated.

This Section 1.7 does not limit any of TestFit's other rights or remedies, whether arising at law, in equity or under this Agreement.

1.8 Custom Development. This Agreement is not intended to govern any custom development or other custom professional services. The only professional services that may be provided under this Agreement are standard training professional services, if and to the extent expressly set forth in the applicable Order. In the event the Parties mutually desire for TestFit to provide any custom professional services or deliverables, the Parties will either (a) amend this Agreement to include additional provisions establishing

the Parties respective rights and obligations with respect to such custom professional services and/or deliverables or (b) execute a separate professional services agreement to govern such custom professional services and/or deliverables.

1.9 On-Premises Software.

(a) The Services may include certain On-Premises Software components. To the extent Customer's Services subscription includes such components and subject to Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, TestFit hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14.8) license to run, access and use such On-Premises Software components during the applicable Order Term. Such use is limited to Customer's internal use. For the avoidance of doubt, all Customer obligations related to the Services shall apply to such On-Premises Software components, including those set forth in Section 2.1.

(b) Customer acknowledges and agrees that TestFit's obligations under Section 4 do not apply to any On-Premises Software, as On-Premises Software is not hosted by TestFit. Subject to the foregoing, TestFit will exercise commercially reasonable efforts in its discretion to assist Customer in troubleshooting problems with the On-Premises Software to the extent such problems are caused by (i) TestFit or (b) bugs or other errors in the On-Premises Software that adversely affect all TestFit customers.

(c) The On-Premises Software may contain technological copy protection or other security features designed to prevent unauthorized use of the On-Premises Software, including features to protect against any use of the On-Premises Software that is prohibited hereunder. Customer will not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

(d) Upon TestFit's reasonable written request, you shall conduct a review of your and your Authorized Users use of the On-Premises Software and certify to TestFit in a written instrument signed by your authorized representative that you are in full compliance with this Agreement, or, if you discover any noncompliance you shall immediately remedy such noncompliance and provide TestFit with written notice thereof and provide TestFit with all access and assistance as TestFit reasonably requests to further evaluate and remedy such noncompliance; (ii) if your use of the On-Premises Software exceeds the number of

copies or Authorized Users permitted, TestFit shall have the remedies set forth below.

(e) During the Term, TestFit may, in TestFit's sole discretion, audit your use of the On-Premises Software to ensure your compliance with this Agreement. TestFit also may, in its sole discretion, audit your systems within six (6) months after the end of the Term to ensure you have ceased use of the On-Premises Software and removed all copies of the On-Premises Software from such systems as required hereunder. You shall fully cooperate with TestFit's personnel conducting such audits and provide all reasonable access requested by TestFit to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information. TestFit shall exercise commercially reasonable efforts to minimize any disruption to your business operations caused by such audits.

(f) If any of the measures taken or implemented under this Section 1.9 results in a determination by TestFit that your use of the On-Premises Software exceeds or exceeded the use permitted by this Agreement, then TestFit may terminate this Agreement for your material breach pursuant to Section 1.9.

2. Use Restrictions; Service Usage and Data Storage.

2.1 Use Restrictions. Customer shall not, and shall not permit any Authorized User or other Person to, access or use any TestFit Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party terms and conditions. Without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

(a) copy, modify or create derivative works or improvements of any TestFit Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any TestFit Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of any TestFit Materials, in whole or in part;

(d) bypass or breach any security device or protection used by any TestFit Materials;

(e) access or use any TestFit Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(f) input, upload, transmit, or otherwise provide to or through any TestFit Materials, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;

(g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner any TestFit Materials or TestFit provision of services to any third party, in whole or in part;

(h) remove, delete, alter or obscure any trademarks, Documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any TestFit Materials, including any copy thereof;

(i) access or use any TestFit Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law;

(j) access or use any TestFit Materials for any purpose (i) of competitive analysis or the development, provision or use of a competing service or product or (ii) that is to TestFit's detriment or commercial disadvantage; or

(k) access or use any TestFit Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications or any other use or application in which the use or failure of the TestFit Materials could lead to personal injury or severe physical or property damage.

2.2 Service Usage and Data Storage. The applicable Order may set forth Fees for designated levels of usage and data storage (each a "**Service Allocation**"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the beginning of the applicable Order Term. TestFit will use commercially reasonable efforts to notify Customer in writing if Customer has reached ninety percent (90%) of its then-current Service Allocation. In such an event, Customer may increase its Service Allocation and corresponding Fee obligations in accordance with the applicable Order. Notwithstanding

anything to the contrary, if Customer exceeds its Service Allocation, Customer shall pay to TestFit the applicable excess usage and/or storage Fees (a) set forth in the applicable Order or (b) in accordance with TestFit's then-current rates for excess usage or storage if no excess usage or storage Fees are set forth in such Order. If Customer has a credit or debit card on file with TestFit, Customer acknowledges and agrees that TestFit may automatically charge such Customer card for such Fees as they are incurred. Customer further acknowledges and agrees that:

(a) exceeding its then-current Service Allocation may result in degradation of Services for Customer or other TestFit customers and will constitute a material breach of this agreement by Customer;

(b) TestFit has no obligation to permit Customer to exceed its then-current Service Allocation and may limit Customer's use of the Services to its then-current Service Allocation; and

(c) Customer is not entitled to any Service Credits for periods during which Customer exceeds its then-current Service Allocation, regardless of whether the Services fail to meet the Availability Requirement during such period.

3. Customer Obligations.

3.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; and (b) provide all cooperation and assistance as TestFit may reasonably request to enable TestFit to exercise its rights and perform its obligations under this Agreement.

3.2 Customer Failures. TestFit is not responsible for any delay or failure of performance that is caused, in whole or in part, by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

3.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.1, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the TestFit Materials and permanently erasing from their systems

and destroying any data to which any of them have gained unauthorized access); and (b) notify TestFit of any such actual or threatened activity.

4. Service Levels; Service Credits.

4.1 Service Levels. Subject to the terms and conditions of this Agreement, TestFit will use commercially reasonable efforts to make the Services Available at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding periods of time during which the Services are not Available as a result of any Exceptions (the "**Availability Requirement**"). The Services will not be considered un-Available, nor any Service Level Failure be deemed to occur, in connection with any failure to meet the Availability Requirement that is due, in whole or in part, to any Exception(s).

4.2 Service Level Failures and Remedies. Customer shall notify TestFit of any alleged Service Level Failure within ten (10) days of the end of the applicable Service Period during which Customer alleges the Service Level Failure occurred. Upon receipt of such notice from Customer, TestFit will investigate to confirm whether a Service Level Failure occurred, as determined by TestFit in its sole discretion. If TestFit confirms such Service Level Failure occurred, TestFit will issue a credit to Customer in the amount of ten percent (10%) of the applicable monthly Services Subscription Fees ("**Monthly Subscription Fees**") due for the Service Period during which such Service Level Failure occurred (each a "**Service Credit**"). In the event the applicable Services Subscription Fees are invoiced annually in advance, the Monthly Subscription Fees shall be calculated by dividing the total annual Subscription Fees for all then-current Authorized Users as of the applicable Service Period by twelve (12). Any Service Credit payable to Customer under this Agreement will be applied to Customer's subsequent invoice; Service Credits are not payable as cash refunds. This 4.2 sets forth TestFit's sole and responsibilities, and Customer's sole and exclusive remedy, for any Service Level Failure.

4.3 Support. The Services include TestFit's standard customer support services ("**Support Services**"), which will be provided in accordance with TestFit's then-current support policies. Subject to the foregoing, TestFit will exercise commercially reasonable efforts to make Support Services resources available to Customer via email Monday through Friday from 9:00AM to 5:00PM CST.

5. **Data Backup.** The Services do not replace the need for Customer to maintain regular data backups or

redundant data archives. TESTFIT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TESTFIT HAS NO OBLIGATION TO RETAIN ANY CUSTOMER DATA FOLLOWING TERMINATION OF THIS AGREEMENT; TESTFIT MAY DELETE ANY OR ALL CUSTOMER DATA IN ITS POSSESSION OR CONTROL UPON TERMINATION OF THIS AGREEMENT. Subject to the foregoing, TestFit's Backup Policy, as may be amended from time to time, is set forth at <https://testfit.io/cloud-backup-policy/>.

6. Security.

6.1 Information Security. TestFit will employ physical, administrative and technical controls, including role-based access controls and other security measures in accordance with TestFit's Information Security Policy set forth at <https://testfit.io/infosec-policy/>, as amended from time to time. These measures are designed to protect Confidential Information and Customer Data and to ensure that access is restricted to employees and agents on a need-to-know basis, in alignment with TestFit's principle of least privilege and broader information security standards.

6.2 Customer Control and Responsibility. Except as otherwise expressly set forth in this Agreement, Customer is solely responsible for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the TestFit Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

6.3 Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of

Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

7. Fees and Payment.

7.1 Fees. Customer shall pay TestFit the fees set forth in the applicable Order ("**Fees**") in accordance with this 7 and any additional terms and conditions set forth in such Order. In the event of a conflict between the applicable Order and this Section 7, the applicable Order shall prevail.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on TestFit's income.

7.3 Payment. Customer shall pay all Fees within thirty (30) days of the date of the applicable invoice therefor. All Fees are non-refundable except where expressly set forth otherwise in this Agreement or the applicable Order. Customer shall make all payments hereunder in US dollars by ACH, direct deposit, wire transfer or other method reasonably directed by TestFit. If TestFit agrees in writing that Customer may pay with credit card or debit card: (a) TestFit may pass through to Customer any applicable card processing or similar fees incurred by TestFit and (b) Customer shall be liable for any chargebacks or similar issues TestFit encounters in connection with processing such transaction. Customer shall make payments to the address or account specified in the applicable invoice or such other address or account as TestFit may specify in writing from time to time.

7.4 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) TestFit may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse TestFit for all costs incurred by TestFit or its agents in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) TestFit may suspend Customer's access to the Services until all past due amounts have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

7.5 No Deductions or Setoffs. All amounts payable to TestFit under this Agreement shall be paid by Customer to TestFit in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

7.6 Fee Changes. Upon any Order Term renewal, TestFit may increase or otherwise modify the Fees payable by Customer pursuant to the applicable Order, including by modifying the rate(s) or model(s) used to calculate such Fees. TestFit will notify Customer at least forty-five (45) days prior to the date on which such Fee modification will first take effect. Customer may opt out of such Fee modification by providing written notice to TestFit at least thirty (30) days prior to the date the modified Fees are to take effect; *provided*, however, that TestFit shall have the right to immediately terminate such Order without further obligation or liability upon written notice to Customer following such opt out. In the event Customer does not notify TestFit of Customer's opt out prior to the effective date of the modified Fees stated in TestFit's notice thereof, the Fees set forth in such Order will be deemed amended in accordance with such notice.

8. Confidentiality.

8.1 Confidential Information. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to Section 8.2, "**Confidential Information**" means any non-public information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers or pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, all TestFit Materials are the Confidential Information of TestFit, and the terms of this Agreement are the Confidential Information of each of the Parties.

8.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary

records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

8.3 Protection. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 8.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this 8.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this 8;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 8.

8.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9. Intellectual Property Rights.

9.1 TestFit Materials and Usage Data. All right, title and interest in and to the TestFit Materials and Usage Data, including all Intellectual Property Rights therein, are and will remain with TestFit. With respect to Third-Party Materials, the applicable third-party providers own all right, title and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license or authorization with respect to any of the TestFit Materials except as expressly set forth in Section 1.2 or the applicable third-party license, in each case subject to Section 2. All other rights in and to the TestFit Materials are expressly reserved by TestFit.

9.2 Customer Data. As between Customer and TestFit, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 9.4.

9.3 Feedback. If Customer or any of its employees or agents sends or transmits any communications or materials to TestFit suggesting or requesting any changes to any TestFit Materials, including new features or functionality thereof (collectively, "**Feedback**"), TestFit is free to use such Feedback irrespective of any other obligation or limitation between the Parties. Customer hereby assigns to TestFit on Customer's behalf, and on behalf of its employees and agents, all right, title and interest, including all Intellectual Property Rights, in and to such Feedback. TestFit is free to use Feedback for any purpose and without attribution or compensation to any

party; provided, however, that TestFit is not required to use any Feedback or make any changes to any TestFit Materials pursuant to any Feedback.

9.4 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to exercise TestFit's rights or perform TestFit's obligations hereunder. With respect to Customer Confidential Information, including designs, project location information, and financial details that a Customer provides, directly or indirectly, in their use of the Services and models or financial calculations generated through the Services based on such information, access shall be handled based on the principle of least privilege to prevent TestFit employees from accessing resources or data beyond that which is necessary or appropriate in the context of their applicable roles or responsibilities.

10. Representations and Warranties.

10.1 Mutual. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2 TestFit. TestFit represents, warrants and covenants to Customer that TestFit will exercise commercially reasonable efforts to perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

10.3 Customer. Customer represents, warrants and covenants to TestFit that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by TestFit and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any rights of any third party or violate any applicable Law.

10.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.2, ALL TESTFIT MATERIALS ARE PROVIDED "AS IS." TESTFIT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TESTFIT MAKES NO WARRANTY OF ANY KIND THAT ANY TESTFIT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS", AND ANY REPRESENTATION OR WARRANTY RELATED TO ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11. Indemnification.

11.1 TestFit. TestFit shall indemnify, defend, and hold harmless Customer from and against any and all Losses incurred by Customer resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement infringes or misappropriates such third party's registered United States Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

(a) Third-Party Materials or Customer Data;

(b) access to or use of the TestFit Materials in combination with any hardware, system, software, network or other materials or service not provided by TestFit;

(c) modification of the TestFit Materials other than modifications made by TestFit;

(d) Customer's failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of TestFit; or

(e) any act, omission or other matter described in Section 11.2, whether or not the same results in any Action against or Losses by any TestFit Indemnitee.

11.2 Customer. Customer shall indemnify, defend and hold harmless TestFit and its Subcontractors and Affiliates, and each of their respective officers, directors, employees, agents, successors and assigns (each, a "**TestFit Indemnitee**") from and against any and all Losses incurred by such TestFit Indemnitee resulting from any Action by a third party (other than an Affiliate of a TestFit Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

(a) Customer Data, including any Processing of Customer Data by or on behalf of TestFit in accordance with this Agreement;

(b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including TestFit's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by TestFit;

(c) facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or

(d) negligence or more culpable act or omission (including recklessness, fraud or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

11.3 Procedures. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or 11.2, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the

Indemnitee (such acceptance not to be unreasonably withheld) to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may reasonably deem appropriate. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this 11, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

11.4 Mitigation. If any of the TestFit Materials are, or in TestFit's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or TestFit Materials is enjoined or threatened to be enjoined, TestFit may, at its sole option:

(a) obtain the right for Customer to continue to use the TestFit Materials in accordance with this Agreement;

(b) modify or replace the TestFit Materials, in whole or in part, to make the TestFit Materials (as so modified or replaced) non-infringing, while providing substantially similar features and functionality, in which case such modifications or replacements will constitute TestFit Materials, as applicable, under this Agreement; or

(c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the TestFit Materials, provided that, subject to Customer's compliance with its post-termination obligations set forth in Section 13.4, Customer will be entitled to a prorated refund of all unearned Fees prepaid by Customer for the TestFit Materials alleged to infringe, misappropriate or violate the applicable third-party Intellectual Property Right.

11.5 Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND TESTFIT'S SOLE LIABILITY AND OBLIGATIONS FOR

ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE TESTFIT MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL TESTFIT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO 4.2; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH TESTFIT OR CUSTOMER WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING ANY FAILURE OF ANY REMEDY'S ESSENTIAL PURPOSE.

12.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF TESTFIT AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO TESTFIT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Term; Termination.

13.1 Term. This Agreement commences on the Effective Date and will continue thereafter until terminated as set forth in this Agreement (the "Term").

13.2 Order Term. The term of each Order shall be as set forth in such Order ("Order Term"). Notwithstanding anything to the contrary, this Agreement shall survive for as long as there are any active Orders between the Parties.

13.3 Order Renewal. For any Order, if the Customer does not deliver notice of termination at least thirty (30) days prior to the expiration of the Order Term, the Order will automatically renew for a period of time equal to the Order Term (the “**Renewal Term**”). Pricing for the Renewal Term will be subject to Section 7.6.

(a) TestFit will make a reasonable effort to notify Customer ninety (90) days prior to an Order automatically renewing to the extent there are any applicable changes to pricing.

(b) If notice of non-renewal is not given by Customer within thirty (30) days of the expiration of the Order Term, TestFit will charge Customer for the Renewal Term in accordance with TestFit’s then-applicable pricing pursuant to Section 7.6, provided that Customer has been notified of any changes to pricing at least forty-five (45) days prior to the beginning of the Renewal Term. If Customer is not provided notice of changes to pricing at least forty-five (45) days prior to the beginning of the Renewal Term, the pricing set forth in the Order shall apply for the Renewal Term.

13.4 Termination. In addition to any other termination rights expressly set forth in this Agreement or the applicable Order:

(a) This Agreement will automatically expire thirty (30) days after all Orders have expired or been terminated.

(b) Either Party may terminate this Agreement and/or any Order, effective on written termination notice to the other Party, if the other Party materially breaches this Agreement and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(c) TestFit may terminate this Agreement and/or any Order(s), at any time for convenience, without causing any breach or incurring any additional obligation, liability or penalty, upon thirty (30) days’ prior written notice to Customer; *provided*, however, that TestFit will issue a prorated refund of all prepaid and unearned Fees for Services purchased under terminated Orders.

(d) TestFit may terminate this Agreement and/or any Order(s), effective immediately upon written notice to Customer, if Customer: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or

otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.5 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement:

(a) all rights, licenses, consents and authorizations granted by TestFit to the Customer hereunder will immediately terminate;

(b) TestFit will promptly (i) cease use of Customer’s Confidential Information and (ii) return or destroy Customer’s Confidential Information in TestFit’s possession; provided, however, that (1) TestFit’s obligations under this Section 13.4(b) do not apply to any Usage Data, (2) TestFit may retain Customer Data in its then-current state to the extent required by applicable Law and (3) TestFit may retain Customer Data in its backups, archives and disaster recovery systems, as applicable, until such Customer Data is deleted in the ordinary course;

(c) Customer shall promptly (i) cease all use of TestFit Materials, (ii) return to TestFit, or at TestFit’s written request destroy, all documents and materials containing, reflecting, incorporating, or based on any TestFit Materials or TestFit Confidential Information and (iii) permanently erase all TestFit Materials and TestFit Confidential Information from all systems Customer or its Authorized Users directly or indirectly controls;

(d) TestFit may disable all Customer and Authorized User access to TestFit Materials; and

(e) if TestFit terminates this Agreement pursuant to Section 13.3(b) or 13.3(d), Customer shall, immediately upon receipt of TestFit’s invoice therefor, pay all Fees that would have become payable under Orders for the remainder of their respective Order Terms but for such early termination.

13.6 Survival. Together with any other right or obligation hereunder that, by its nature, should so survive, the following Sections will survive any termination or expiration of this Agreement: 2.1 (Use Restrictions), 7 (Fees and Payment), 8 (Confidentiality), 9 (Intellectual Property Rights), 10.4 (Disclaimer), 11 (Indemnification), 12 (Limitation of Liability), 13.4 (Effect

of Termination or Expiration), 13.5 (Survival), 14 (Miscellaneous) and 15 (Definitions).

14. Miscellaneous.

14.1 Further Assurances. On either Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be reasonably necessary to give full effect to this Agreement.

14.2 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

14.3 Public Announcements. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party. Notwithstanding the foregoing, TestFit may, without Customer's consent, include Customer's name and other indicia in TestFit's list of current or former customers that are displayed on TestFit's websites, marketing channels or marketing materials.

14.4 Notices. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver or other communications under this Agreement shall have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this Section 14.4):

- If to TestFit: TestFit Inc., 1717 McKinney Ave, Suite 1570, Dallas, TX 75202
Email: support@testfit.io
- If to Customer: To the address or e-mail address set forth on the signature page to this Agreement

Notices sent in accordance with this Section 14.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if sent by email during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) five (5) days after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

14.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.7 Entire Agreement. This Agreement, together with Orders hereunder, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency or conflict between provisions contained in this Agreement, Orders or any policies or other documents incorporated by reference into this Agreement, the following order of precedence shall govern: (a) first, this Agreement, excluding policies and

other documents incorporated by reference into this Agreement; (b) second, Orders; and (c) third, policies and other documents incorporated by reference into this Agreement.

14.8 Assignment. Customer shall not assign or delegate any of its rights, obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without TestFit's prior written consent. TestFit may assign this Agreement, including any of its rights or obligations hereunder upon written notice to Customer. Any purported assignment, delegation or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

14.9 Force Majeure. TestFit will not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by any circumstances beyond TestFit's reasonable control (a "**Force Majeure Event**"). Force Majeure Events include: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, Law or actions; (v) embargoes or blockades; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities. In the event TestFit determines that it is unable to continue performance of this Agreement due to a Force Majeure Event, TestFit may terminate this Agreement upon notice to Customer. Other than an obligation to issue a prorated refund of any prepaid and unearned Fees, TestFit will have no further obligations or liability under this Agreement following such a termination.

14.10 No Third-Party Beneficiaries. Except as otherwise expressly set forth in this Agreement, (a) this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and (b) nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Amendment and Modification; Waiver. No amendment to, or modification, rescission, termination or discharge of, this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so

waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.13 DISPUTE RESOLUTION; BINDING ARBITRATION.

(a) NO REPRESENTATIVE ACTIONS. **TESTFIT AND CUSTOMER AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT IS PERSONAL TO TESTFIT AND COMPANY AND THAT ANY DISPUTE WILL BE RESOLVED SOLELY THROUGH INDIVIDUAL ACTION, AND WILL NOT BE BROUGHT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING.**

(b) ARBITRATION OF DISPUTES. EXCEPT FOR SMALL CLAIMS DISPUTES IN WHICH CUSTOMER OR TESTFIT SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR DISPUTES IN WHICH CUSTOMER OR TESTFIT SEEKS INJUNCTIVE OR EQUITABLE RELIEF AS PERMITTED UNDER THIS AGREEMENT, **EACH OF TESTFIT AND COMPANY WAIVES ITS RIGHTS TO A JURY TRIAL AND TO HAVE ANY OTHER DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ORDERS OR THE SERVICES (COLLECTIVELY "DISPUTES") RESOLVED IN COURT.** INSTEAD, FOR ANY DISPUTE THAT CUSTOMER ASSERTS AGAINST TESTFIT, CUSTOMER AGREES TO FIRST CONTACT TESTFIT AND ATTEMPT TO RESOLVE THE DISPUTE INFORMALLY BY SENDING WRITTEN NOTICE OF THE DISPUTE TO TESTFIT IN ACCORDANCE WITH SECTION 14.4. THE NOTICE MUST (I) INCLUDE

CUSTOMER'S NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER, (II) DESCRIBE THE NATURE AND BASIS OF THE DISPUTE AND (III) SET FORTH THE SPECIFIC RELIEF SOUGHT. SUBJECT TO TESTFIT'S OTHER REMEDIES SET FORTH ELSEWHERE IN THIS AGREEMENT, TESTFIT'S NOTICE TO CUSTOMER OF A DISPUTE WILL BE SIMILAR IN FORM TO THAT DESCRIBED ABOVE. IF TESTFIT AND CUSTOMER CANNOT REACH AN AGREEMENT TO RESOLVE THE DISPUTE WITHIN THIRTY (30) DAYS AFTER SUCH NOTICE IS RECEIVED, THEN EITHER PARTY MAY SUBMIT THE DISPUTE TO BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("**JAMS**") OR, UNDER THE LIMITED CIRCUMSTANCES DESCRIBED ABOVE, IN COURT.

(c) PROCEEDINGS. ALL DISPUTES SUBMITTED TO JAMS WILL BE RESOLVED THROUGH CONFIDENTIAL, BINDING ARBITRATION. ARBITRATION PROCEEDINGS WILL BE HELD IN DALLAS COUNTY, TEXAS UNLESS CUSTOMER IS AN INDIVIDUAL CONSUMER, IN WHICH CASE CUSTOMER MAY ELECT TO HOLD THE ARBITRATION IN THE UNITED STATES LOCATION NEAREST TO CUSTOMER IN WHICH JAMS HAS OFFICES. FOR PURPOSES OF THIS SECTION 14.13, "**CONSUMER**" MEANS A HUMAN PERSON USING THE SERVICES FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. CUSTOMER AND TESTFIT AGREE THAT DISPUTES WILL BE ARBITRATED IN ACCORDANCE WITH THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ("**JAMS RULES**"). THE MOST RECENT VERSION OF THE JAMS RULES ARE AVAILABLE ON THE [JAMS WEBSITE](#) AND ARE HEREBY INCORPORATED BY REFERENCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS THE JAMS RULES AND WAIVES ALL CLAIMS THAT THE JAMS RULES ARE UNFAIR OR SHOULD NOT APPLY FOR ANY REASON.

(d) FAA. CUSTOMER AND TESTFIT AGREE THAT THIS AGREEMENT AFFECTS INTERSTATE COMMERCE AND THAT THE ENFORCEABILITY OF THIS SECTION 14.13 WILL BE SUBSTANTIALLY AND PROCEDURALLY GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, *ET SEQ.* ("**FAA**") TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AS LIMITED BY THE FAA, THIS AGREEMENT AND THE JAMS RULES, THE ARBITRATOR WILL HAVE EXCLUSIVE AUTHORITY TO MAKE ALL PROCEDURAL AND SUBSTANTIVE DECISIONS

REGARDING ANY DISPUTE AND TO GRANT ANY REMEDY THAT WOULD OTHERWISE BE AVAILABLE IN COURT, INCLUDING THE POWER TO DETERMINE THE QUESTION OF ARBITRABILITY. THE ARBITRATOR MAY CONDUCT ONLY AN INDIVIDUAL ARBITRATION AND CANNOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, PRESIDE OVER ANY TYPE OF CLASS OR REPRESENTATIVE PROCEEDING OR PRESIDE OVER ANY PROCEEDING INVOLVING MORE THAN ONE INDIVIDUAL.

(e) INFORMATION EXCHANGED. THE ARBITRATION WILL ALLOW FOR THE DISCOVERY OR EXCHANGE OF NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE. THE ARBITRATOR, CUSTOMER AND TESTFIT WILL EACH MAINTAIN THE CONFIDENTIALITY OF ALL ARBITRATION PROCEEDINGS, JUDGMENTS AND AWARDS, INCLUDING INFORMATION GATHERED, PREPARED AND PRESENTED FOR PURPOSES OF THE ARBITRATION OR RELATED TO THE DISPUTE(S) SUBJECT THERETO. THE ARBITRATOR WILL HAVE THE AUTHORITY TO MAKE APPROPRIATE RULINGS TO SAFEGUARD CONFIDENTIALITY UNLESS APPLICABLE LAW PROVIDES TO THE CONTRARY. THE DUTY OF CONFIDENTIALITY DOES NOT APPLY TO THE EXTENT THAT DISCLOSURE IS NECESSARY TO PREPARE FOR OR CONDUCT THE ARBITRATION HEARING ON THE MERITS, IN CONNECTION WITH A COURT APPLICATION FOR A PRELIMINARY REMEDY OR IN CONNECTION WITH A JUDICIAL CHALLENGE TO AN ARBITRATION AWARD OR ITS ENFORCEMENT, OR TO THE EXTENT THAT DISCLOSURE IS OTHERWISE REQUIRED BY APPLICABLE LAW OR JUDICIAL DECISION OF A COURT WITH COMPETENT JURISDICTION.

(f) TIMING. **ALL DISPUTES ASSERTED BY CUSTOMER AGAINST TESTFIT MUST BE ASSERTED AND FILED WITHIN ONE (1) YEAR OF CUSTOMER'S FIRST KNOWLEDGE OF THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE DISPUTE; OTHERWISE CUSTOMER'S ASSERTION OF SUCH DISPUTE IS PERMANENTLY BARRED, MEANING CUSTOMER WILL NOT HAVE THE RIGHT TO ASSERT THE DISPUTE OR ANY ASSOCIATED CLAIMS.**

(g) OPT OUT. **CUSTOMER HAS THE RIGHT TO OPT OUT OF BINDING ARBITRATION BY PROVIDING WRITTEN NOTICE THEREOF TO TESTFIT WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT. IN ORDER FOR THE OPT OUT NOTICE TO BE EFFECTIVE,**

SUCH NOTICE MUST (I) INCLUDE CUSTOMER'S FULL LEGAL ENTITY NAME AND ADDRESS AND (II) CLEARLY INDICATE CUSTOMER'S INTENT TO OPT OUT OF BINDING ARBITRATION. BY OPTING OUT OF BINDING ARBITRATION, CUSTOMER AGREES TO RESOLVE DISPUTES IN ACCORDANCE WITH SECTION 14.14.

(h) IF ANY PORTION OF THIS SECTION 14.13 IS FOUND TO BE UNENFORCEABLE OR UNLAWFUL FOR ANY REASON, (I) THE UNENFORCEABLE OR UNLAWFUL PROVISION SHALL BE SEVERED FROM THIS AGREEMENT, (II) SEVERANCE OF THE UNENFORCEABLE OR UNLAWFUL PROVISION SHALL HAVE NO IMPACT WHATSOEVER ON THE REMAINDER OF THIS SECTION 14.13 OR THE PARTIES ABILITY TO COMPEL ARBITRATION OF ANY REMAINING CLAIMS OR DISPUTES ON AN INDIVIDUAL BASIS AND (III) TO THE EXTENT THAT ANY CLAIMS OR DISPUTES MUST THEREFORE PROCEED ON A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE BASIS, SUCH CLAIMS OR DISPUTES MUST BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION AND NOT IN ARBITRATION, AND THE PARTIES AGREE THAT LITIGATION OF THOSE CLAIMS OR DISPUTES SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL CLAIMS OR DISPUTES IN ARBITRATION. FURTHER, IF ANY PART OF THIS SECTION 14.13 IS FOUND TO PROHIBIT AN INDIVIDUAL CLAIM SEEKING PUBLIC INJUNCTIVE RELIEF, THAT PART WILL HAVE NO EFFECT TO THE EXTENT SUCH RELIEF IS ALLOWED TO BE SOUGHT OUT OF ARBITRATION, AND THE REMAINDER OF THIS SECTION 14.13 WILL BE ENFORCEABLE.

14.14 Governing Law; Dispute Resolution.

(a) This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any suit, action, proceeding or other Dispute between the Parties that is not subject to arbitration or cannot be heard in small claims court pursuant to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case, located in Dallas County, Texas. Each Party irrevocably submits to the exclusive jurisdiction of such courts with respect to any such suit, action, proceeding or other Dispute that is unable to be resolved in arbitration or small claims court pursuant to this Agreement. Service

of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, proceeding or Dispute brought in any such court.

(b) Each party irrevocably and unconditionally waives any right it may have to a trial by jury in connection with any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.15 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 8, 2.1 or 3.3 would cause TestFit irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, TestFit will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Definitions.

15.1 "**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

15.2 "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

15.3 "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control"

(including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than 50% of the voting securities of a Person.

15.4 “**Agreement**” has the meaning set forth in the preamble.

15.5 “**Authorized Users**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

15.6 “**Availability Requirement**” has the meaning set forth in Section 4.1.

15.7 “**Available**” means the Services are available for access and use by Customer and its Authorized Users over the Internet.

15.8 “**Backup Policy**” has the meaning set forth in Section 5.

15.9 “**Confidential Information**” has the meaning set forth in Section 8.1.

15.10 “**Customer**” has the meaning set forth in the preamble.

15.11 “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Usage Data or other content derived from TestFit’s monitoring of the access or use of the Services by or on behalf of Customer or any Authorized User.

15.12 “**Customer Failure**” has the meaning set forth in Section 3.2.

15.13 “**Customer Systems**” has the meaning set forth in Section 6.2.

15.14 “**Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by TestFit or its designee to disable Customer’s or any Authorized User’s access to or use

of the Services automatically with the passage of time or under the positive control of TestFit or its designee.

15.15 “**Disclosing Party**” has the meaning set forth in Section 8.1.

15.16 “**Documentation**” means any manuals, instructions, or other documents or materials that TestFit provides or makes available to Customer and which describe the functionality, components, features, or requirements of certain TestFit Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

15.17 “**Effective Date**” has the meaning set forth in the preamble.

15.18 “**Exception**” means any (a) act or omission of Customer or any Authorized User; (b) Customer Failure; (c) Internet connectivity (or lack thereof) of Customer or any Authorized User; (d) Force Majeure Event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility, or other matter not directly supplied by TestFit under this Agreement; (f) Scheduled Downtime or (g) disabling, suspension or termination of the Services pursuant to Section 1.7.

15.19 “**Feedback**” has the meaning set forth in Section 9.3.

15.20 “**Fees**” has the meaning set forth in Section 7.1.

15.21 “**Force Majeure Event**” has the meaning set forth in Section 14.9.

15.22 “**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or TestFit Systems as intended by this Agreement. Harmful Code does not include any Disabling Device.

15.23 “**Indemnitee**” has the meaning set forth in Section 11.3.

15.24 **“Indemnitor”** has the meaning set forth in Section 11.3.

15.25 **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

15.26 **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

15.27 **“Losses”** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

15.28 **“On-Premises Software”** means software provided by TestFit to Customer under this Agreement that must be installed on hardware owned or controlled by Customer in order for Customer to make use of the Services.

15.29 **“Order”** means a Services subscription purchase order that is executed by the Parties under this Agreement.

15.30 **“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

15.31 **“Process”** means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **“Processing”** and **“Processed”** have correlative meanings.

15.32 **“Receiving Party”** has the meaning set forth in Section 8.1.

15.33 **“Representatives”** means, with respect to a Party, that Party’s and its Affiliates’ employees, officers, directors and agents.

15.34 **“Usage Data”** means all data or information that TestFit collects about (a) Customer’s activity on, or use of, the Services, including command usage, configurator types, site location, and statistical and performance data and information; or (b) how Customer accesses the Services, including data about devices, networks, hardware models, operating systems or versions thereof, mobile networks, IP addresses, unique device identifiers, browser types and app versions. TestFit uses Usage Data in accordance with TestFit’s Privacy Policy at <https://testfit.io/privacy/>, as amended from time to time. TestFit aggregates and anonymizes Usage Data before sharing with third parties that are not (x) TestFit agents involved in TestFit’s performance under this Agreement or (y) TestFit Affiliates.

15.35 **“Scheduled Downtime”** means any time during which the Services are not Available due to maintenance, bug fixes or updates.

15.36 **“Service Allocation”** has the meaning set forth in Section 2.2.

15.37 **“Service Credit”** has the meaning set forth in Section 4.2.

15.38 **“Service Level Failure”** means a material failure of the Services to meet the Availability Requirement.

15.39 **“Service Period”** has the meaning set forth in Section 4.1.

15.40 **“Services”** means the TestFit software-as-a-service offering(s) made available to Customer under this Agreement.

15.41 **“Subcontractor”** has the meaning set forth in Section 1.6.

15.42 **“Term”** has the meaning set forth in Section 13.1.

15.43 **“TestFit”** has the meaning set forth in the preamble.

15.44 “**TestFit Indemnitee**” has the meaning set forth in Section 11.2.

15.45 “**TestFit Materials**” means the Services, Documentation, and TestFit Systems, and On-Premises Software as well as any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by TestFit or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or TestFit Systems. For the avoidance of doubt, TestFit Materials include Usage Data and any information, data, or other content derived from TestFit’s monitoring of Customer’s access to or use of the Services.

15.46 “**TestFit Systems**” means the information technology infrastructure used by or on behalf of TestFit in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by TestFit or through the use of third-party services.

15.47 “**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to TestFit.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of _____, (the "Effective Date").

TESTFIT INC.

By: ^{Signed by:} Laura Paciano
0a2b18000d73e80...
Name: Laura Paciano
Title: Senior Vice President, Growth

[CUSTOMER]

By: _____
Name: Jarrett Lash
Title: _____
Address: _____

E-mail Address: jlash@umtownship.org



Upper Merion Township - TestFit Subscription

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

Jarrett Lash
jlash@umtownship.org

Products & Services

TestFit Site Solver Access	1 x \$0.00 /year
Access to Site Solver including Data Maps	
Residential Sites	6 x \$736.00 /year
Industrial Sites	4 x \$855.00 /year
Retail Sites	2 x \$333.00 /year
Office Sites	1 x \$333.00 /year

Annual subtotal \$8,835.00
Total \$8,835.00

Purchase Terms

Please note that your order may be subject to state and / or country taxes.

This order auto-renews and payment on file will be charged on the day the invoice is due unless written notice is received by billing@testfit.io 30 days prior to the next billing cycle.

Laura Paciano

Senior Vice President, Growth, TestFit Inc.

Customer's Signature

Upon signature by both parties, this quote will become a subscription purchase order under the TestFit Software as a Service Agreement between the parties.



Jack O'Neal

Account Executive

jack.oneal@testfit.io

**PETITION PURSUANT TO UPPER MERION
TOWNSHIP LOCAL TAXPAYER BILL OF RIGHTS**

Instructions to Taxpayer: This is the Official form to be used to Petition the Upper Merion Township Hearing Officer for review of a tax assessment determination or to request a refund of taxes you have paid to Upper Merion Township. This form is to be used only with respect to the taxes noted herein. This form is not to be used for any action relating to assessment of real estate taxes.

All information requested in this form must be given. If you fail to provide any requested information, this petition will be null and void. This petition must be delivered, by mail, personal delivery, or other carrier, addressed as follows:

Local Taxpayer Bill of Rights, Hearing Officer
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406

You will be notified by the Hearing Officer of the date of your hearing, which will be within 60 days of the date the Hearing Officer receives this properly completed Petition from you. You must appear before the Hearing Officer on the date and at the time designated by the Hearing Officer. If you fail to appear, the Hearing Officer will deny your petition. You should review the Local Taxpayer Bill of Rights available from the Upper Merion Township Business Tax Office.

1. Name of Taxpayer: Off-Campus Housing, LLC

2. Physical Address of Taxpayer: 201 Prescott Drive
Chester Springs, PA 19425

3. Mailing Address of Taxpayer if different from above:
PO Box 200
Devon, PA 19333

4. Daytime Telephone Number of the Taxpayer. 610-564-5368

5. If the taxpayer is not an individual, state the name of the person affiliated with the taxpayer to whom correspondence and other notices should be directed, the title of the named individual, and the daytime telephone number of the named individual:

Name: _____
Address: _____

Telephone No. _____

4. Federal Employer Identification Number or Social Security Number of the Taxpayer:
20-0930744

5. This is a petition relating to the following tax:

- Business Privilege/Mercantile Tax
- Itinerant Merchant Tax
- Occupational Privilege Tax
- Amusement Tax
- Real Estate Transfer Tax
- Video Programming Tax
- Solid Waste Tonnage Tax

6. Is this Petition requesting a refund?

- No. (If no, go to question 7). Yes. (If yes, provide the information requested below).

a. This Refund Petition relates to taxes for the following tax year(s):

<u>Tax Year</u>	<u>Amount to be Refunded</u>
<u>2022</u>	<u>\$ 442.62 - request for waiver, payment not sent yet but received request for payment.</u>
_____	_____
_____	_____
_____	_____

b. Did you file a tax return or report with respect to the tax you want refunded?

- Yes. No.

c. If you filed a tax return or report with respect to the tax you want refunded, state the date on which you filed the tax return or report:

October 2023

d. With respect to each payment of taxes, or portion thereof, which you seek to have refunded, state the date on which each payment was made, and the amount of each payment.

<u>Amount</u>	<u>Date of Payment</u>
_____	_____
_____	_____
_____	_____
_____	_____

see above

e. Attach copies of the tax return(s) or report(s) you filed relating to the tax(es) you want refunded. Also attach copies of cancelled checks or other receipts showing the amounts paid.

7. Is this Petition requesting a reassessment of taxes?

No. (If no, go to question 8). Yes. (If yes, provide the information requested below).

- a. State the date of the tax assessment notice, notice of underpayment, or other notice you received from the Township concerning the assessment of this tax.

- b. You must attach a copy of the Tax Assessment Notice, Notice of Underpayment, or other notice you received from the Township concerning the assessment of this tax.
- c. Attach copies of any tax report(s) or return(s) you filed concerning the assessed tax(es), your federal or state tax return for the year covered by the assessed tax, and any other documents you believe will help the Hearing Officer in considering your request for reassessment.

8. State the nature of your claim for refund or reassessment and include details as to the accounting and legal basis for your claim (please attach additional sheets of paper, if there is not sufficient room below).

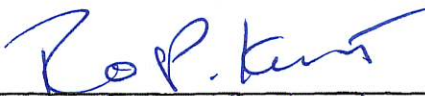
We are requesting that the penalty and interest be waived.
The reason for the late payment is that we were unsure
if gains on the property sale were or were not taxable.
The tax has since been paid.

We appreciate your consideration of our request.

9. If the taxpayer is an individual, he/she must verify this Petition by completing the verification below:

VERIFICATION

I, Roger P. Kent, hereby certify that the information I have given in this Petition is true, complete, and correct to the best of my knowledge, information and belief. I make this verification under and pursuant to the penalties of 18 Pa. C.S. § 4909 (relating to unsworn falsification to authorities).

Sign: 

Print Name: Roger P. Kent

10. If the taxpayer is not an individual, the taxpayer's representative must verify this Petition by completing the verification below:

VERIFICATION

I, _____, hereby certify that I am authorized by the taxpayer to file this petition and make this verification. I hereby certify that the information I have given in this Petition is true, complete, and correct to the best of my knowledge, information and belief. I make this verification under and pursuant to the penalties of 18 Pa. C.S. § 4909 (relating to unsworn falsification to authorities).

Sign: _____
Print Name: _____
Title: _____

For Official Use Only

Postmark of Petition: _____
Date of receipt of fully completed Petition by Hearing Officer: _____

Action by Hearing Officer:
Petition is timely filed: yes no.
Notice to Township and Taxpayer of Hearing sent on _____
Hearing Held on _____
Taxpayer appeared failed to appear

DETERMINATION

AND NOW, this _____ day of _____, _____ (date and year), upon consideration of the Petition by _____ (taxpayer):

- The Petition is denied as having been untimely filed.
- The Petition is denied for failure of taxpayer to appear at hearing.
- I find in favor of the Township and the Petition is denied.
- I find in favor of the taxpayer and it is my recommendation that the Township make the following refund:

<u>Type of Tax</u>	<u>Tax Year</u>	<u>Refund Amount</u>
_____	_____	_____
_____	_____	_____

- I find in favor of the taxpayer and it is my recommendation that the Township reassess the taxes as follows;

<u>Type of Tax</u>	<u>Prior Assessment</u>	<u>Recommended Assessment</u>
_____	_____	_____
_____	_____	_____

Either party may appeal this determination to the Court of Common Pleas of Montgomery County Pennsylvania.

HEARING OFFICER

**SUPERVISORS OF UPPER
MERION TOWNSHIP**

ACCOUNTS PAYABLE

INVOICES PROCESSED

January 3, 2025 to February 5, 2025

Approval Date: February 13, 2025

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
01130 Due from (to) other funds			
FINANCE EXPENSE CARD	TPA 1099 FILING	01130 - 0098	3.10
	USSA-1099 FILING	01130 - 0096	6.20
	<i>Total</i>	<i>Due from (to) other funds</i>	9.30
01138 Due from Developers			
BOWMAN CONSULTING GROUP LTD	252 ARDEN ROAD: 1888 (LD)	01138 - 0000	220.00
KILKENNY LAW	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	216.00
	411 SWEDELAND ROAD: 1783 (LD)	01138 - 0000	54.00
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	36.00
REMINGTON & VERNICK ENGINEERS II, INC	100 EAST DEKALB PK: 1882 (SWB)	01138 - 0000	510.00
	1034 MOUNT PLEASANT: 1884 (LD)	01138 - 0000	2,349.50
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	510.00
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	5,073.03
	252 ARDEN ROAD: 1888 (LD)	01138 - 0000	437.50
	GLASGOW TRACT: 1682 (LD)	01138 - 0000	18,074.88
	<i>Total</i>	<i>Due from Developers</i>	27,480.91
01150 Gas/Diesel/Postage			
PILOT THOMAS LOGISTICS, LLC	DIESEL/GASOLINE: PW GARAGE	01150 - 2300	2,247.52
	DIESEL/GASOLINE: PW GARAGE	01150 - 2301	2,333.78
	GASOLINE/DIESEL: PW GARAGE	01150 - 2300	6,546.14
	GASOLINE/DIESEL: PW GARAGE	01150 - 2301	3,951.60
	GASOLINE: PW GARAGE	01150 - 2300	2,149.03
	GASOLINE: PW GARAGE	01150 - 2300	10,755.69
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	7,112.74
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	7,270.82
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL FEB	01150 - 3250	300.00
	POSTAGE METER REFILL FEB	01150 - 3250	1,500.00
	<i>Total</i>	<i>Gas/Diesel/Postage</i>	44,167.32
01301 GF - Property Taxes			
REAL ESTATE REFUNDS	RESTIP 600 W.VF RD580019471406	01301 - 0200	5,735.10
	<i>Total</i>	<i>GF - Property Taxes</i>	5,735.10
01310 511 Taxes			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-DEC24	01310 - 0400	376.17
	UMASD SHARE OF LST/AMUSE-DEC24	01310 - 0700	103,795.68
	UMASD SHARE OF LST/AMUSE-JAN25	01310 - 0400	12,001.28
	UMASD SHARE OF LST/AMUSE-JAN25	01310 - 0700	89,783.68
	<i>Total</i>	<i>511 Taxes</i>	205,956.81
01367 Park & Recreation			
PARK & REC REFUND	RESIDENT DISCOUNT	01367 - 0112	20.00
	<i>Total</i>	<i>Park & Recreation</i>	20.00
01377 Transit			
GREATER VALLEY FORGE T.M.A.	JAN25 SVC LESS JAN25 TIX	01377 - 0200	-109.00
	<i>Total</i>	<i>Transit</i>	-109.00
01380 Miscellaneous			
ESTEEM ENTERTAINMENT	FALL FESTIVAL: MUSIC	01380 - 0610	300.00
JOSEPH G. LESTOCHI	FALL FESTIVAL: MUSIC	01380 - 0610	300.00
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-DEC24	01380 - 0100	-2,075.91
	UMASD SHARE OF LST/AMUSE-DEC24	01380 - 0100	-7.52
	UMASD SHARE OF LST/AMUSE-JAN25	01380 - 0100	-1,795.67
	UMASD SHARE OF LST/AMUSE-JAN25	01380 - 0100	-240.03
	<i>Total</i>	<i>Miscellaneous</i>	-3,519.13
01402 Accounting			

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
ADMIN HARRIS	941 E-FILE 4TH QTR 24	01402 - 2100	5.95	
	941-X E-FILE 2024	01402 - 2100	5.95	
	PSATS CONF REG (8)	01402 - 4630	1,592.00	
ADOBE INC	ADOBE CREATIVE CLOUD LICENSES	01402 - 2700	4,445.52	
AMANDA LAFTY	APMM CONFERENCE REG - AL	01402 - 4630	435.00	
	APMM DUES LAFTY	01402 - 4200	185.00	
CHARLES KIRLIN	CONSULTANT-JAN	01402 - 3420	140.00	
CHARLYN BATTLE	SHRM CERTIFICATION -BATTLE	01402 - 4620	135.00	
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01402 - 1560	928.37	
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01402 - 1560	54,546.61	
	HEALTH-JAN	01402 - 1560	54,160.78	
	LEGAL ZHB-756 CROOKED LANE	01402 - 3145	536.00	
EASTBURN & GRAY PC	LEGAL ZHB-756 CROOKED LANE	01402 - 3145	697.50	
	LEGAL ZHB-JAN	01402 - 3145	4,058.50	
FINANCE EXPENSE CARD	LEGAL-ZHB-DEC	01402 - 3145	1,420.00	
	PAGFOA CONF REG-AB	01402 - 4630	450.00	
	PAGFOA CONF-LODGING-AB	01402 - 4630	529.47	
FITNESS REIMB	4THQTR24 FITNESS REIMB	01402 - 1560	102.25	
HOME DEPOT	SUPPLIES-JAN	01402 - 2700	79.97	
KILKENNY LAW	LEGAL TWP-JAN	01402 - 3140	5,500.00	
	LEGAL TWP-JAN-216 ALLENDALE RD	01402 - 3140	1,674.00	
	LEGAL TWP-JAN-402 BRANDYWINE LN	01402 - 3140	54.00	
	LEGAL TWP-JAN-470 HAMPTON	01402 - 3140	702.00	
	LEGAL TWP-JAN-756 CROOKEDLN ZA	01402 - 3140	324.00	
	LEGAL TWP-JAN-ACT209 TACO/HEND	01402 - 3140	396.00	
	LEGAL TWP-JAN-ACT511	01402 - 3140	198.00	
	LEGAL TWP-JAN-DAVE&BUSTER PARK	01402 - 3140	612.00	
	LEGAL TWP-JAN-LITIGATION	01402 - 3140	108.00	
	LEGAL TWP-JAN-ROSSI TRACT	01402 - 3140	522.00	
	LEGAL TWP-JAN-TAX ASSESSMT	01402 - 3140	252.00	
	LEGAL TWP-JANTWSPORTFACILITY	01402 - 3140	144.00	
	LAW LIBRARY OF MONTGOMERY CO	ORDINANCE FILING	01402 - 3160	25.00
	LISA ROLETTE	REIMB CHRISTMAS TREE TOPPER	01402 - 9000	6.10
	MANAGERS EXPENSE CARD	APMM DUES HAMADAY	01402 - 4200	200.00
BOS DINNER 1/9		01402 - 9000	79.09	
ICMA-LEARNING LAB AH		01402 - 4620	149.00	
MARK MANJARDI	ZHB CRT RPTG 1/15	01402 - 3160	200.00	
MONTGOMERY CONSORTIUM OF COMMUN	2025 DUES	01402 - 4200	150.00	
	COFFEE/SUPPLIES	01402 - 2100	20.00	
	COFFEE/SUPPLIES	01402 - 2100	299.32	
OFFICE BASICS, INC	BATTERIES & ZIP TIES	01402 - 2700	18.96	
	ONLINE PUBLICATION DISPLAY	01402 - 3420	420.00	
PIO EXPENSE CARD	HEATER	01402 - 2100	76.55	
	HEATER/SUPPLIES	01402 - 2100	302.48	
	SUPPLIES	01402 - 2100	42.71	
	SUPPLIES	01402 - 2100	69.75	
TD BANK CARD	COSTCO SUPPLIES	01402 - 2100	68.45	
TIMES HERALD PUBLISHING CO INC	AD: 2025 BUDGET	01402 - 3160	158.96	
	AD: 2025 REORG MTG NOTICES	01402 - 3160	300.68	
	AD: DRAFT LAND USE ASSUMP	01402 - 3160	209.86	
	AD: MTG DATES	01402 - 3160	448.28	
	AD: VOL FIRE REALPRPTAX REBATE	01402 - 3160	372.72	
	AD: ZHB 2024-09,2024-14	01402 - 3160	349.36	
	AD: ZHB 2024-12	01402 - 3160	264.54	
	AD: ZHB 2024-12	01402 - 3160	267.93	
	AD: ZHB 2024-12	01402 - 3160	267.93	
	AD: ZHB 2024-12	01402 - 3160	267.93	
TYLER TECHNOLOGIES INC	1099 FORMS	01402 - 2100	70.44	

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
TYLER TECHNOLOGIES INC	2,000 BLANK CK STOCK	01402 - 2100	446.24
VERIZON	CELL SERVICE-DEC	01402 - 3210	84.57
WILD BLUE CREATIVE CATERING INC	2 OF 3 PYMTS-SPRNGFEST FNDATN	01402 - 3401	3,700.00
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01402 - 3840	199.36
	SHARP USAGE PAYMENT	01402 - 3840	275.22
	<i>Total Accounting</i>		144,215.44
01403 Tax Collection			
EVELYN ANKERS	INTERIM BILLS/POSTAGE	01403 - 4340	827.11
TRI-STATE FINANCIAL GROUP LLC	COMMISSION-DEC24	01403 - 3900	6,197.17
	COMMISSION-JAN25	01403 - 3900	11,427.58
	<i>Total Tax Collection</i>		18,451.86
01407 Information Technology			
ADMIN HARRIS	ADFS CERTIFICATE	01407 - 3742	199.98
	ADSELSERVICE MAINTENANCE	01407 - 3742	174.60
	BITDEFENDER	01407 - 3742	127.19
	CC LAPTOP MEMORY UPGRADE	01407 - 2200	24.26
	HEADSET AND DISK DRIVE LT1120	01407 - 2200	76.74
	REPLACEMENT SSD'S FOR PC'S	01407 - 2200	53.98
	SSD DRIVES FOR PC'S	01407 - 2200	146.80
	SURFACE MOUNT BOXES	01407 - 2200	28.62
	TV MOUNT	01407 - 2200	109.99
CATALIS PUBLIC WORKS & CITIZEN ENGA CDW-G INC #3418616	INCIDENT REPORTING FOR PUBLIC DAMEWARE MAINTENANCE	01407 - 3211 01407 - 3742	18,534.04 516.00
	MANAGER TONER	01407 - 2200	124.00
	WASABI OFFSITE STORAGE OVERAGE	01407 - 3741	112.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01407 - 1560	137.13
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01407 - 1560	8,057.25
	HEALTH-JAN	01407 - 1560	8,000.26
DELL FINANCIAL SERVICES	SERVER/STORAGE LEASE	01407 - 3741	14,372.68
	SERVER/STORAGE LEASE	01407 - 3742	15,319.00
OMEGA SYSTEMS CONSULTANTS, INC	O365 AND AZURE	01407 - 3742	430.00
VALLEY FORGE SECURITY CENTER	KEY FOBS	01407 - 2200	124.50
VERIZON	CELL SERVICE-DEC	01407 - 3210	125.55
WEIDENHAMMER	CISCO UMBRELLA WEB FILTERING	01407 - 3742	508.75
	CISCO WEBSITE FILTERING	01407 - 3742	508.75
	<i>Total Information Technology</i>		67,812.07
01408 Planning			
ARRO CONSULTING INC	MS4 ANNUAL REPORTING	01408 - 3131	2,800.00
BOWMAN CONSULTING GROUP LTD	GENERAL SERVICES	01408 - 3130	47.50
	PARKING REVIEW: OVERLOOK	01408 - 3130	1,980.00
	TRAFFIC ENGINEERING: ATP	01408 - 3130	710.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01408 - 1560	28.05
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01408 - 1560	1,647.93
	HEALTH-JAN	01408 - 1560	1,636.27
PUBLIC WORKS EXPENSE CARD	TRAINING: HICKMAN	01408 - 4620	80.00
REMINGTON & VERNICK ENGINEERS II, IN	372 SOUTH HENDERSON/220 SAULIN	01408 - 3130	262.50
	GENERAL ENGINEERING	01408 - 3130	525.00
	GENERAL ENGINEERING	01408 - 3130	1,662.50
	MAPPING SERVICES	01408 - 3130	827.50
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01408 - 3840	49.84
	SHARP USAGE PAYMENT	01408 - 3840	28.52
	<i>Total Planning</i>		12,285.61
01410 Police			
911 SAFETY EQUIPMENT	911 - NAME TAG - VICKYANONT	01410 - 2380	13.00

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
911 SAFETY EQUIPMENT	911 SAFETY - DISPATCH-SORGINI	01410 - 2380	160.00
	911 SAFETY-BELT BADGE HOLDERS	01410 - 2380	64.00
A.B.M. INTEL, LLC	ABM INTEL - SCAVICCHIO	01410 - 4620	450.00
ADMIN HARRIS	BACKGROUND CHECK	01410 - 3190	22.00
ALEXANDER CLARK	CELL REIMB - CLARK 4TH QUARTER	01410 - 3210	75.00
ANDREW SCAVICCHIO	TUITION REIMB-SCAVICCHIO - FAL	01410 - 1855	3,822.00
AQUA PENNSYLVANIA	AQUA-SUNSTATION JAN 25	01410 - 3600	128.45
ATLANTIC TACTICAL	ATLANTIC TACTICAL-HELMETS	01410 - 2380	1,389.87
	ATLANTIC TACTICAL-VESTS	01410 - 2380	21,480.64
	HOLSTER CLIPS	01410 - 2380	602.14
BODE CELLMARK FORENSICS INC	BODE - 2024	01410 - 2100	10,500.00
BOUND TREE MEDICAL LLC	BOUNDTREE - CONTROL WRAP	01410 - 2200	21.90
BRANDY FAHERTY	TUITION REIMB-FAHERTY	01410 - 1855	5,298.00
BRIDGEPORT TROPHY	BPT TROPHY - EMRICH RETIREMENT	01410 - 2200	15.00
CARLY YUSYPCHUK	CELL REIMB-YUSYPCHUK	01410 - 3210	150.00
CELLEBRITE INC	CELLBRITE - 2025	01410 - 3746	9,700.00
CHRISTOPHER DOLGA	CELL REIMB - DOLGA 4TH QUARTER	01410 - 3210	150.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01410 - 1560	4,502.59
COMCAST CORPORATION	COMCAST - JAN 25	01410 - 3600	86.52
	COMMUNICATION LINES 01/25	01410 - 3210	200.00
	COMMUNICATION LINES 12/24	01410 - 3210	200.00
DAVID GERSHANICK	CELL REIMB - GERSHANICK 3 & 4	01410 - 3210	300.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01410 - 1560	264,552.39
	HEALTH-JAN	01410 - 1560	262,681.09
DENNIS CARROLL	BOOT REIMB - CARROLL	01410 - 2380	136.00
EDGE OF CINEMA	EDGE OF CINEMA-RECRUIT VIDEO	01410 - 3190	200.00
ELBERT LEE	CELL REIMB - LEE 4TH QUARTER	01410 - 3210	75.00
FBI	FBINAA - COYLE	01410 - 4620	50.00
	FBINAA - MAURER	01410 - 4620	50.00
	FBINAA-FISHER	01410 - 4620	50.00
FITNESS REIMB	1ST-3RDQTR24 FITNESS REIMB	01410 - 1560	248.00
	1ST-4THQTR24 FITNESS REIMB	01410 - 1560	309.99
	1ST-4THQTR24 FITNESS REIMB	01410 - 1560	559.68
	3RD&4THQTR24 FITNESS REIMB	01410 - 1560	462.00
	3RD-4THQTR24 FITNESS REIMB	01410 - 1560	300.00
	4THQTR FITNESS REIMB	01410 - 1560	150.00
	4THQTR24 FITNESS REIMB	01410 - 1560	50.97
	4THQTR24 FITNESS REIMB	01410 - 1560	69.18
	4THQTR24 FITNESS REIMB	01410 - 1560	110.97
	4THQTR24 FITNESS REIMB	01410 - 1560	150.00
	4THQTR24 FITNESS REIMB	01410 - 1560	150.00
	4THQTR24 FITNESS REIMB	01410 - 1560	150.00
	4THQTR24 FITNESS REIMB	01410 - 1560	150.00
	4THQTR24 FITNESS REIMB	01410 - 1560	150.00
	4THQTR24 FITNESS REIMB	01410 - 1560	231.00
	4THQTR24 FITNESS REIMB	01410 - 1560	450.00
	4THQTR24 FITNESS REIMB	01410 - 1560	750.00
GALLS PARENT HOLDINGS LLC	BOOT ORDER 2024-KREUER	01410 - 2380	226.17
	GALLS-BOOT ORDER 2024 (1)	01410 - 2380	1,583.24
	GALLS-BOOT ORDER 2024 (2)	01410 - 2380	4,153.82
	GALLS-BOOT ORDER 2024 (3)	01410 - 2380	236.50
	GALLS-BOOT ORDER 2024 (4)	01410 - 2380	329.06
GRIN AND WEAR IT LLC	GRIN & WEAR IT - QUARTER ZIPS	01410 - 2380	8,800.00
HOME DEPOT	SUPPLIES-JAN	01410 - 2200	610.56
JARED REINER	CELL REIMB-RENIER ALL 2024	01410 - 3210	600.00
JOHN KREUER	CELL REIMB-KREUER 4TH QUARTER	01410 - 3210	150.00
JOSEPH DAVIES	CELL REIMB - DAVIES 4TH QUARTE	01410 - 3210	150.00

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
LANGUAGE SERVICES ASSOCIATES	LANGUAGE SERVICES - JAN 25	01410 - 3190	147.00
MAGNET FORENSICS USA INC	MAGNETIC FORENSIC-AXIOM BUNDLE	01410 - 3746	4,620.00
MATTHEW VALOCCHI	PAY REIMB - VALOCCHI	01410 - 4620	55.00
MELISSA GUZIEWICZ	BOOT REIMB - GUZIEWICZ	01410 - 2380	49.98
MICHAEL BRUNER	CELL REMB - BRUNER	01410 - 3210	150.00
MOTOROLA INC	MOTOROLA -	01410 - 3270	34.70
PA CHIEFS OF POLICE ASSN (PCPA)	ACCREDITATION SUBSCRIPTION	01410 - 4200	1,000.00
	PCPA-POLICE HIRING 2025	01410 - 3190	200.00
PA TURNPIKE TOLL BY PLATE	EZ PASS - CHIEF CAR	01410 - 3750	5.48
	EZ PASS - UNIT 18	01410 - 3750	33.90
PECO ENERGY	PECO - SUBSTATION FEB 25	01410 - 3600	296.82
PENN STATE UNIVERSITY	PSJSI - CAMPBELL	01410 - 4620	569.00
PERSONAL PROTECTION CONSULTANTS, II	PPCI - VUOTTO	01410 - 4620	55.00
	PPCI TRAINING - FLINT	01410 - 4620	55.00
POLICE CHIEF EXPENSE CARD	5.11-BDU PANTS - BRYSON	01410 - 2380	116.00
	AMAZIN-DISPATCH OVERFLOW 2	01410 - 2200	220.55
	AMAZON - DISPATCH OVERFLOW	01410 - 2200	679.97
	AMAZON - ENVELOPE TAPE	01410 - 2200	7.20
	AMAZON - RETURN - DRONE TV	01410 - 2950	-100.72
	AMAZON - SCADISK & ADAPTER	01410 - 2100	40.37
	AMAZON -REFUND-SCAVICCHIO	01410 - 2380	-6.99
	AMAZON-HAND CUFF CASE	01410 - 2380	45.78
	AMAZON-SMEAD # ROLLS	01410 - 2200	117.72
	AMAZON-TV - DRONE PROJECT	01410 - 2950	98.49
	AXON-DOOR TRIGGERS	01410 - 3750	74.40
	AXON-DOOR TRIGGERS	01410 - 3750	111.60
	B & H -PELICAN LID STAYS	01410 - 2950	30.74
	CHEWY - KYZAR MEDS JAN 25	01410 - 3190	75.22
	CHEWY - MADDIE FOOD JAN 25	01410 - 3190	357.71
	CHEWY-ANNA FOOD JAN 25	01410 - 3190	351.33
	CHEWY-KYZAR MEDS JAN 25-2	01410 - 3190	76.85
	CODE SECTOR - TERACOPY LIC	01410 - 2100	15.87
	FBI LEEDA - MAURER	01410 - 4200	50.00
	FLIPSNACK LLC-FLIP BOOKS	01410 - 4200	420.00
	GALLS - BOOT ORDER 24 MOLL	01410 - 2380	202.94
	GALLS-NEW HIRE EQUIP	01410 - 2380	581.04
	GANG CONF - MEOLI	01410 - 4620	275.00
	GLOBAL INDUS - DISPATCH EQUIP	01410 - 2200	560.42
	HAMPTON INN-DOUGHTERTY & RATHF	01410 - 3310	350.55
	INTOXIMETERS-PBT DRY TANK	01410 - 2200	309.75
	IPTM - ATKINS	01410 - 4620	1,195.00
	IPTM - VALOCCHI	01410 - 4620	1,195.00
	KALAHARI RESORT-MEOLI	01410 - 3310	693.24
	NTOA-KREUER 25	01410 - 4620	311.00
	NTOA-REINER 25	01410 - 4620	311.00
	PLEAC ACCREDITATION - RENIER	01410 - 4620	155.25
	PLEAC ACCREDITATION-DOLGA	01410 - 4620	155.25
	SAFARILAND-NEW HIRE EQUIP	01410 - 2380	811.43
	SHERATON HERSHEY-DOLGA & REINE	01410 - 3310	259.74
	SIRCHIE BLOODSTAIN-KATARYNICK	01410 - 4620	695.00
	TIMING ADVANCE-BOCA & NAKAHARA	01410 - 4620	500.00
	TIMING ADVANCE-SCAVICCHIO	01410 - 4620	250.00
	TRANSUNION-RATHFON FEB 25	01410 - 3190	361.46
	VISTAPRINT- SELF INKING STAMP	01410 - 2200	23.30
	VRS- KYZAR MEDS JAN 25	01410 - 3190	120.82
	WILMU-VIOLENT CRIME- LOANE	01410 - 4620	175.00

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
POLICE CHIEFS ASSN OF MONTGOMERY C	MIRT DUES -2025	01410 - 4200	500.00
POLICE EXPENSE CARD	ACE CLEANERS - DENNIS	01410 - 2380	31.19
	BOOTS	01410 - 2380	145.00
	CALTOPO - REINER	01410 - 4200	50.00
	DYSON - REPAIRS GYM VACUUM	01410 - 1560	201.37
	FED-EX - BOX FOR RETURN	01410 - 3250	7.41
	HOME DEPOT - BOXES -SIU	01410 - 2200	49.40
	HOME DEPOT - CONTRACTOR BAGS	01410 - 2200	31.77
	IAFCI-STAQUET 25	01410 - 4200	100.00
	MILLERSVILLE CAREER FAIR-LEE	01410 - 2950	75.00
	MOLLE GEAR - SCAVICCHIO	01410 - 2380	181.51
	TARGET - CREAMER JAN 25	01410 - 2200	8.97
	TARGET - KEURIG	01410 - 2200	74.19
	URSINUS CAREER FAIR-LEE	01410 - 2950	125.00
POWER DMS INC	NEO GOV - POWER DMS 25	01410 - 3700	11,065.39
POWERSMITH	FITNESS MACHINE-YEARLY MAINT.	01410 - 1560	250.00
SCOTT SAMUELS	CELL REIMB - SAMUELS 3&4TH QUA	01410 - 3210	150.00
SIG SAUER INC.	SIG SAUER- DETECTIVE GUNS	01410 - 2380	10,618.20
T-MOBILE	T-MOBILE - JAN 2025	01410 - 3190	515.00
TD BANK CARD	COSTCO-COFF & UTENSILS	01410 - 2200	121.09
THE PENNSYLVANIA STATE UNIVERSITY	POLEX-MANION	01410 - 4620	1,359.00
TRITECH FORENSICS, INC	TRITECH - EVIDENCE BAGS	01410 - 2200	184.80
VERIZON	CELL SERVICE-DEC	01410 - 3210	1,674.79
	COMMUNICATION LINES 01/25	01410 - 3210	92.67
	COMMUNICATION LINES 02/25	01410 - 3210	99.00
W B MASON CO INC AC# MI-1255	WB MASON - CHAIR MATS-DISPATCH	01410 - 2200	599.97
	WB MASON - NOTE PADS & FOLDERS	01410 - 2200	161.28
	WB MASON - TEA,NAPKINS,WIPES	01410 - 2200	197.01
	WB MASON-BOXES&DUST CLEANER	01410 - 2200	169.06
	WB MASON-COFFEE & NOTEBOOKS	01410 - 2200	170.94
	WB MASON-COFFEE & TEA	01410 - 2200	419.04
	WB MASON-PENCILS,STAMP,PENS	01410 - 2200	51.76
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01410 - 3700	241.36
	SHARP USAGE PAYMENT	01410 - 3700	285.55
YCG INC	SPEED CALIBRATIONS	01410 - 2900	368.00
	Total	Police	658,177.61
01411 Fire and EMS			
ADVANCED RECOVERY SYSTEMS INC	COLLECTION AGCY FEES 1/1-1/31	01411 - 3900	2,687.02
AIR CLEANING SYSTEMS, INC	PLYMOVENT PM	01411 - 3190	1,155.00
AQUA PENNSYLVANIA	HYDRANT MAINT	01411 - 3790	2,050.66
	HYDRANT MAINT	01411 - 3790	32,041.61
AUTOMATIC FIRE ALARM ASSOCIATION	DAYWALT DUES	01411 - 4200	25.00
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	271.20
	EMS SUPPLIES	01411 - 2100	779.05
	EMS SUPPLIES	01411 - 2100	2,152.55
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01411 - 1560	1,560.00
COMCAST CORPORATION	COMMUNICATION LINES 01/25	01411 - 3210	469.10
	COMMUNICATION LINES 02/25	01411 - 3210	468.62
	SERVICE JAN	01411 - 3210	38.01
	SERVICE JANUARY	01411 - 3210	48.51
DAVID SCHWARTZ	GRANT MANAGMENT	01411 - 3190	5,000.00
DEER PARK	WATER DELIVERY	01411 - 2200	59.98
	WATER DELIVERY	01411 - 2200	182.89
	WATER DELIVERY	01411 - 2200	165.51
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01411 - 1560	91,658.66
	HEALTH-JAN	01411 - 1560	91,010.32

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
EASTERN GENERATOR INC.	GENERATOR REPAIR	01411 - 3190	682.80
EMS EDUCATIONAL SERVICES, INC.	BLS CARDS	01411 - 4620	75.00
	BLS CARDS	01411 - 4620	740.00
FEDERAL EXPRESS CORPORATION	SHIPPING UNIFORM ALTERATIONS	01411 - 2200	31.39
FIRE & EMS EXPENSE CARD	MEALS COUNTY EMS MEETING	01411 - 3310	47.64
	R. JOHNSON DUES	01411 - 4200	103.00
	REFRESHMENTS CAREER CHIEFS MTG	01411 - 3310	50.44
	TRAINING FIRE MARSHALS OFFICE	01411 - 4620	438.00
FIRE LINE EQUIPMENT, LLC	REPAIRS ENGINE 56-6	01411 - 3750	316.99
GLICK FIRE EQUIPMENT COMPANY INC	TOWER 56 PTO REPAIR	01411 - 3750	10,091.92
HOME DEPOT	SUPPLIES-JAN	01411 - 2200	26.47
I A F C	DAYWALT DUES	01411 - 4200	196.67
ICE SYSTEMS USA	STA 56 ICE MACHINE REPAIR	01411 - 3190	210.00
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	29.90
	MEDICAL OXYGEN	01411 - 2100	43.80
	MEDICAL OXYGEN	01411 - 2100	76.75
	MEDICAL OXYGEN	01411 - 2100	101.70
	MEDICAL OXYGEN	01411 - 2100	142.45
KARL STORZ ENDOSCOPY - AMERICA INC	EMS SUPPLIES	01411 - 2100	12,828.93
KEVIN KERWIN	TUITION REIMB	01411 - 1855	3,354.00
KING OF PRUSSIA VOL FIRE CO	2025 STIPEND	01411 - 2424	141,230.00
	JAN AND FEB ALLOCATION	01411 - 2420	35,272.00
MCDONALD UNIFORM INC	COLE UNIFORMS	01411 - 2380	189.99
	DAVIS UNIFORMS	01411 - 2380	165.98
	DAVIS UNIFORMS	01411 - 2380	215.50
	DEPIETRO BOOTS	01411 - 2380	145.50
	FELKER UNIFORMS	01411 - 2380	177.49
	GEIGER UNIFORMS	01411 - 2380	74.99
	GEIGER UNIFORMS	01411 - 2380	86.99
	GOLONKA BOOTS	01411 - 2380	199.99
	GOLONKA UNIFORMS	01411 - 2380	184.98
	KERWIN UNIFORMS	01411 - 2380	149.98
	KRATZ UNIFORMS	01411 - 2380	108.49
	MESCO UNIFORMS	01411 - 2380	173.49
	SPEERS BOOTS	01411 - 2380	189.99
	ZIVIELLO UNIFORMS	01411 - 2380	155.48
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	82.69
	EMS SUPPLIES	01411 - 2100	197.82
	EMS SUPPLIES	01411 - 2100	536.86
	EMS SUPPLIES	01411 - 2100	915.67
	EMS SUPPLIES	01411 - 2100	936.92
MISTRAS GROUP INC	TOWER AND PUMP TEST TOWER 56	01411 - 3750	1,260.00
MONTGOMERY COUNTY TREASURER	FIRE TRAINING	01411 - 4620	275.00
NFC WORLDWIDE SOLUTIONS, LLC	BACKGROUND CHECK	01411 - 3190	500.00
OCCUPATIONAL HEALTH CENTERS OF THE	EMPLOYEE SCREENING	01411 - 3190	433.00
OFFICE BASICS, INC	JANITORIAL SUPPLIES	01411 - 2200	740.31
	JANITORIAL SUPPLIES	01411 - 2200	874.78
P A C O	DAYWALT DUES	01411 - 4200	50.00
	MESCO DUES	01411 - 4200	50.00
	R. JOHNSON DUES	01411 - 4200	50.00
PEARSON EDUCATION INC	EMT CLASS MATERIALS	01411 - 4620	799.92
PECO ENERGY	GAS AND ELEC STA 56	01411 - 3600	3,863.45
PENNA AMERICAN WATER CO.	HYDRANT MAINT	01411 - 3790	1,257.30
POWER DMS INC	NEO GOV - POWER DMS 25	01411 - 3700	3,884.78
R F DESIGN & INTEGRATION INC	RADIOS TOWER 56	01411 - 3750	4,800.00
REALEN VALLEY FORGE GREEN ASSOCIAT	COMMON AREA MAINT STA 56	01411 - 3600	46.82

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REALEN VALLEY FORGE GREEN ASSOCIAT	COMMON AREA MAINT STA 56	01411 - 3600	46.82
RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01411 - 2200	34.79
	OFFICE SUPPLIES	01411 - 2200	138.87
STEPHEN A PULLEY	MEDICAL DIRECTOR STIPEND	01411 - 3190	12,000.00
SWEDELAND VOL. FIRE CO.	2025 STIPEND	01411 - 2424	78,600.00
	JAN AND FEB ALLOCATION	01411 - 2420	23,511.66
SWEDESBURG VOL. FIRE CO.	2025 STIPEND	01411 - 2424	80,100.00
	JAN AND FEB ALLOCATION	01411 - 2420	24,324.00
TECHNOLOGY REFLECTIONS, INC.	UMFEMS WEBSITE	01411 - 3746	1,384.40
UPPER MERION FIRE RELIEF ASSN	2024 FIRE RELIEF PAYMENT	01411 - 2421	391,805.39
VERIZON	CELL SERVICE-DEC	01411 - 3210	1,014.04
	DASHCAM SERVICE	01411 - 3210	1,451.74
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01411 - 3746	70.00
	SHARP USAGE PAYMENT	01411 - 3746	61.33
WITMER ASSOCIATES INC	METER MAINT CONTRACT	01411 - 3190	1,074.00
WOLANIN CONSULTING AND ASSESSMEN	BACKGROUND CHECK	01411 - 3190	425.00
	BACKGROUND CHECK	01411 - 3190	425.00
	BACKGROUND CHECKS	01411 - 3190	850.00
	<i>Total Fire and EMS</i>		1,079,004.74

01413 Codes Enforcement

AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	01413 - 2200	17.20
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01413 - 1560	336.54
CODE ENFORCEMENT EXPENSE CARD	AP PACO MEMBERSHIP	01413 - 4200	50.00
	BS PACO MEMBERSHIP	01413 - 4200	50.00
	CB BOUQUET	01413 - 2200	63.60
	JG PACO MEMBERSHIP	01413 - 4200	50.00
	JL PACO MEMBERSHIP	01413 - 4200	50.00
	KM PACO MEMBERSHIP	01413 - 4200	50.00
	PROPERTY DEED	01413 - 3400	10.78
	RG PACO MEMBERSHIP	01413 - 4200	50.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01413 - 1560	19,773.79
	HEALTH-JAN	01413 - 1560	19,633.92
RICHTER TOTAL OFFICE	ENVELOPES / INK	01413 - 2100	112.90
	STAMP	01413 - 2200	29.95
TRAISSR LLC	TRAISSR - DEC.	01413 - 3746	300.00
UNITED INSPECTION AGENCY INC	EPR CASINO	01413 - 3190	550.00
	EPR T TAVERN	01413 - 3190	175.00
VERIZON	CELL SERVICE-DEC	01413 - 3210	87.19
WILLIAM A FRASER INC	COPIER LEASE CODES	01413 - 3840	39.00
	SHARP LEASE PAYMENT	01413 - 3840	49.84
	SHARP USAGE PAYMENT	01413 - 3840	49.26
	<i>Total Codes Enforcement</i>		41,528.97

01430 Transportation

AMAZON CAPITAL SERVICES, INC.	CAT 5 LINE COUPLER	01430 - 2200	113.82
	FIBER PATCH CABLE	01430 - 2200	179.35
	LAMINATOR & SHEETS	01430 - 2100	71.26
	OFFICE CHAIR/CALENDARS	01430 - 2100	78.96
	PLOW CURB GUARDS	01430 - 3740	250.00
	PW GARAGE DELIVERY BOX	01430 - 3730	59.99
	TABLET MOUNT	01430 - 2600	17.89
	TRUCK TIRE CHAINS	01430 - 7400	188.05
	TV MOUNTING BRACKET	01430 - 3730	26.89
	UNIT 450: TABLET MOUNT	01430 - 2600	17.89
ARRO CONSULTING INC	PSA: 2024 ROAD PROGRAM	01430 - 4580	410.93
BRIDGEPORT PAINT	PAINT	01430 - 3730	54.95

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
BRIDGEPORT PAINT	PAINT & SUPPLIES	01430 - 3730	79.75
CARGILL INC	BULK ROAD SALT	01430 - 2452	11,692.31
	BULK ROAD SALT	01430 - 2452	22,675.66
	BULK ROAD SALT	01430 - 2452	38,288.80
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01430 - 1560	685.10
COMCAST CORPORATION	CABLE: PW GARAGE	01430 - 3730	96.61
DEER PARK	COOLER WATER: TRANSPORTATION	01430 - 3730	13.97
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01430 - 1560	40,253.71
	HEALTH-JAN	01430 - 1560	39,968.98
GORECON INC	SIDEWALK SNOW REMOVAL: 1/20	01430 - 3170	14,850.00
	SIDEWALK SNOW REMOVAL: 1/7/25	01430 - 3170	11,915.00
HOME DEPOT	SUPPLIES-JAN	01430 - 2200	175.87
	SUPPLIES-JAN	01430 - 2600	20.55
	SUPPLIES-JAN	01430 - 3740	126.75
JOSEPH O'DONNELL	24Q4 PHONE: O'DONNELL	01430 - 3210	150.00
OCCUPATIONAL HEALTH CENTERS OF THE	EMPLOYEE SCREENINGS	01430 - 3190	211.00
OFFICE BASICS, INC	CLEANING RAGS	01430 - 3730	100.62
	CLEANING SUPPLIES: PW GARAGE	01430 - 3730	85.60
PECO ENERGY	ELECTRIC: PW GARAGE	01430 - 3600	1,955.32
	ELECTRIC: PW GARAGE	01430 - 3600	1,560.38
	ELECTRIC: SALT SHED	01430 - 3600	48.72
	ELECTRIC: SALT SHED	01430 - 3600	57.84
	ELECTRIC: STREET LIGHTS	01430 - 3612	2,045.33
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,256.06
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,346.20
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.52
	GAS: PW GARAGE	01430 - 3600	2,467.99
PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	475.39
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: TRANSPORTATION	01430 - 2453	178.62
PUBLIC WORKS EXPENSE CARD	PIZZA FOR SNOW REMOVAL STAFF	01430 - 3170	200.33
	REFRESHMENTS	01430 - 4620	57.06
SCAVELLO & SONS	INLET: POWDERHORN ROAD	01430 - 2453	7,787.52
TD BANK CARD	SUPPLIES	01430 - 3730	355.94
THE JAYDOR COMPANY	ROLL UP DOOR REPAIR	01430 - 3730	415.00
TODD LACHENMAYER	24Q4 PHONE: LACHENMAYER	01430 - 3210	150.00
TRAISR LLC	TRAISR SAAS	01430 - 3190	2,040.00
U. S. MUNICIPAL SUPPLY, INC.	PLOW BOLTS	01430 - 3740	27.60
	SNOW PLOW EDGES	01430 - 3740	1,136.66
UNIFIRST CORPORATION	CREDIT: UNIFORMS	01430 - 2446	-11.52
US FLEET TRACKING LLC	GPS UNITS	01430 - 3190	1,633.05
	GPS UNITS	01430 - 3190	1,633.05
USIC HOLDINGS, INC	PA ONE CALL: TRANSPORTATION	01430 - 2453	2,785.17
	PA ONE CALL: TRANSPORTATION	01430 - 3190	3,440.57
VALLEY FORGE SECURITY CENTER	RE-KEY MAN DOOR: PW GARAGE	01430 - 3730	210.00
VERIZON	CELL SERVICE-DEC	01430 - 3210	512.09
	COMMUNICATION LINES 02/25	01430 - 3210	36.94
	COMMUNICATION LINES 1224-0125	01430 - 3210	74.24
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: PW GARAGE	01430 - 3185	76.72
	WASTE REMOVAL: PW GARAGE	01430 - 3185	1,770.10
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01430 - 3840	71.82
	SHARP USAGE PAYMENT	01430 - 3840	5.28
	Total Transportation		218,665.25
01432 PW-Vehicle Maintenance			
AIRGAS INC	OXYGEN & ACETYLENE TANKS	01432 - 2500	874.12
AMAZON CAPITAL SERVICES, INC.	DEGREASER	01432 - 2500	192.07
	FUEL METER PRINTER PAPER	01432 - 2500	92.98

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	OFFICE CHAIR/CALENDARS	01432 - 2100	100.00
	TIME CARDS	01432 - 2200	89.98
ARDMORE TIRE, INC	SKID STEER: TIRE REPAIR	01432 - 2500	187.50
	UNIT 17: TIRES	01432 - 2500	592.16
	UNIT 356-6: TIRES	01432 - 2500	1,560.00
	UNIT 450: TIRE REPAIR	01432 - 2500	372.50
	UNIT 80: TIRES	01432 - 2500	356.00
BERGEY'S FORD INC.	UNIT 16: BRAKES & ROTORS	01432 - 2500	242.66
	UNIT 20: BRAKES & ROTORS	01432 - 2500	273.69
	UNIT 20: BRAKES & ROTORS	01432 - 2500	468.02
	UNIT 20: ROTORS	01432 - 2500	505.78
	UNIT 21: COIL ASSEMBLY/PLUGS	01432 - 2500	121.05
	UNIT 21: COILS	01432 - 2500	333.50
	UNIT 21: GASKET	01432 - 2500	3.16
	UNIT 431: BRAKE PADS	01432 - 2500	75.36
	UNIT 431: BRAKE PADS	01432 - 2500	130.81
	UNIT 448: TIRE REPAIR	01432 - 2500	55.00
	UNIT 449: LAMP	01432 - 2500	145.44
	UNIT 56-2: EXHAUST PIPE	01432 - 2500	182.85
	UNIT 56-2: EXHAUST PIPE	01432 - 2500	205.85
BOB'S AUTO PARTS	BRAKE CLEANER/GUM CUTTER	01432 - 2500	117.36
	CREDIT: ROTOR	01432 - 2500	-81.98
	GREASE CARTRIDGES	01432 - 2500	200.70
	SHOP SUPPLIES	01432 - 2500	222.32
	UNIT 15: WIPER BLADES	01432 - 2500	26.97
	UNIT 16: AIR FILTER	01432 - 2500	31.98
	UNIT 2: FILTERS/WIPERS	01432 - 2500	52.45
	UNIT 20: AIR FILTERS	01432 - 2500	31.98
	UNIT 20: MOTOR OIL/DEICER	01432 - 2500	247.83
	UNIT 321: BATTERY	01432 - 2500	243.99
	UNIT 321: WIPER BLADES	01432 - 2500	4.98
	UNIT 356: AIR DOOR ACTUATOR	01432 - 2500	39.75
	UNIT 430: WIRE BRACKETS	01432 - 2500	50.94
	UNIT 465: HYDRAULIC OIL	01432 - 2500	244.96
	UNIT 56-2: TPMS SENSOR	01432 - 2500	79.96
	UNIT 56-3: IGNITION COILS	01432 - 2500	482.94
	UNIT 56-3: MOTOR OIL	01432 - 2500	44.28
	UNIT 56-3: MOTOR OIL/WIPERS	01432 - 2500	73.64
	UNIT 56: FILTERS/WIPERS	01432 - 2500	34.47
	UNIT 67: BRAKE ROTOR/BATTERY	01432 - 2500	269.96
	UNIT 67: ROTOR	01432 - 2500	65.98
	UNIT 727: BATTERY	01432 - 2500	157.99
	UNIT 727: BATTERY JUMPER	01432 - 2500	45.99
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01432 - 1560	167.14
COLLIFLOWER INC	FITTINGS	01432 - 2500	45.42
	HYDRAULIC CRIMP FITTINGS	01432 - 2500	69.06
	HYDRAULIC FITTINGS	01432 - 2500	594.78
DEER PARK	COOLER WATER: VM GARAGE	01432 - 7400	19.98
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01432 - 1560	9,820.34
	HEALTH-JAN	01432 - 1560	9,750.88
DUFF SUPPLY COMPANY	BRINE TANK FITTING	01432 - 2500	12.50
EAGLE POWER & EQUIPMENT INC	MOWER BEARING	01432 - 2500	65.20
EASTERN AUTO PARTS WAREHOUSE	UNIT 425: BATTERY	01432 - 2500	220.48
EKOS INC	GASBOY RENEWAL	01432 - 2500	4,296.00
ELLIOTT AUTO SUPPLY CO., INC.	FILTERS	01432 - 2500	14.80
	FILTERS	01432 - 2500	32.28

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
ELLIOTT AUTO SUPPLY CO., INC.	FILTERS	01432 - 2500	71.24	
	FILTERS	01432 - 2500	78.24	
	MOWERS: FILTERS/PLUGS	01432 - 2500	61.96	
	OIL FILTERS (STOCK)	01432 - 2500	61.70	
	SPARK PLUGS	01432 - 2500	11.64	
	UNIT 12: BATTERY	01432 - 2500	150.96	
	UNIT 14: BRAKE LINING	01432 - 2500	59.66	
	UNIT 14: BRAKES & ROTORS	01432 - 2500	148.20	
	UNIT 213: ARM ASSEMBLY	01432 - 2500	113.05	
	UNIT 356-1: WINDOW REGULATOR	01432 - 2500	198.17	
	UNIT 431: AIR FILTER	01432 - 2500	35.20	
	UNIT 478: AIR FILTER	01432 - 2500	29.36	
	UNIT 56-2: TPMS SENSOR	01432 - 2500	128.82	
	WINDOW REGULATOR (RETURNED)	01432 - 2500	186.67	
	FUEL SYSTEM SERVICES LLC	ETHERNET SWITCH: GASBOY	01432 - 2500	75.00
		PLOW BOLTS	01432 - 2500	215.35
	GRAINGER -W.W.GRAINGER INC	UNIT 478: HOURLY SERVICE	01432 - 2500	1,904.38
	GROFF TRACTOR EQUIPMENT	UNIT 465: HOOD LATCH	01432 - 2500	193.31
	HOOVER TRUCK CENTERS, INC.	CREDIT: BATTERY CORE	01432 - 2500	-138.95
	INTERSTATE BATTERY SYSTEM INC	UNIT 465: BATTERIES	01432 - 2500	760.35
UNIT 466: BATTERIES		01432 - 2500	537.40	
TOP DRESSER: PULLEY/ROLLER		01432 - 2500	2,460.00	
KEIL WELDING & FABRICATING INC	HYDRAULIC PUMP REPAIR	01432 - 2500	2,217.46	
	HYDRAULIC SPREADER MOTOR	01432 - 2500	320.00	
	MISCELLANEOUS HARDWARE	01432 - 2500	1,060.77	
KIMBALL MIDWEST DEPT 257	PIGTAIL FUSE	01432 - 2500	174.75	
	2025 TOOLS: PICARIELLO	01432 - 7400	500.00	
MARK PICARIELLO	MITCHELL1 SOFTWARE	01432 - 2500	2,156.36	
	MISCELLANEOUS HARDWARE	01432 - 2500	156.42	
	MISCELLANEOUS HARDWARE	01432 - 2500	261.05	
PPC LUBRICANTS INC	HYDRAULIC FLUID	01432 - 2500	1,243.40	
	STORAGE TANK REGISTRATION	01432 - 2500	50.00	
PUBLIC WORKS EXPENSE CARD	STORAGE TANK REGISTRATION	01432 - 2500	100.00	
	WASTE OIL DISPOSAL	01432 - 2500	324.76	
SAFETY-KLEEN SYSTEMS INC	LED WORKLIGHT	01432 - 2500	170.09	
SOSMETAL PRODUCTS INC	MISCELLANEOUS SUPPLIES	01432 - 2500	468.07	
	UNIT 13: EMISSIONS	01432 - 2500	45.00	
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 16: EMISSIONS	01432 - 2500	45.00	
	UNIT 18: EMISSIONS	01432 - 2500	45.00	
	UNIT 213: EMISSIONS	01432 - 2500	45.00	
	UNIT 56-3: EMISSIONS	01432 - 2500	45.00	
	UNIT 57: EMISSIONS	01432 - 2500	35.00	
	UNIT 61: EMISSIONS	01432 - 2500	35.00	
	UNIT 64: EMISSIONS	01432 - 2500	35.00	
	CARRIAGE BOLTS	01432 - 2500	38.08	
	PLOW BOLTS	01432 - 2500	19.20	
	PLOW HINGE BOLTS	01432 - 2500	123.20	
U. S. MUNICIPAL SUPPLY, INC.	PLOW LIGHT KIT	01432 - 2500	1,106.61	
	PLOW PARTS	01432 - 2500	532.38	
	RUBBER PLOW EDGES	01432 - 2500	442.83	
	UNIT 441: HYDRAULIC VALVE LEV	01432 - 2500	391.08	
	UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
		UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
		UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
		UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
		UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	40.47
	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	45.57
	Total PW-Vehicle Maintenance		54,856.33
 01434 PW-Park Maintenance			
ADMIN HARRIS	BACKGROUND CHECK: REIGEL	01434 - 1900	22.00
AMAZON CAPITAL SERVICES, INC.	CHAINSAW BLADE	01434 - 2800	122.84
	PVC FITTINGS	01434 - 2800	127.54
ANDREW MOLETZSKY	2024 UNIFORM: MOLETZSKY	01434 - 2380	125.00
AQUA PENNSYLVANIA	WATER: NOR-VIEW FARM	01434 - 2800	56.54
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01434 - 1560	400.63
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01434 - 1560	23,539.32
	HEALTH-JAN	01434 - 1560	23,372.82
DONALD WALLACE INC	TRASH CAN LINERS	01434 - 2200	670.32
EAGLE POWER & EQUIPMENT INC	BAR/CHAIN OIL	01434 - 3740	47.70
	DINGO: 48" BUCKET	01434 - 7400	1,995.00
EDWIN P BURKHOLDER	ANIMAL FEED	01434 - 2800	153.75
HOME DEPOT	SUPPLIES-JAN	01434 - 2200	576.84
	SUPPLIES-JAN	01434 - 2460	68.29
	SUPPLIES-JAN	01434 - 2800	552.77
	SUPPLIES-JAN	01434 - 3750	172.44
JERRY RECUPIDO	2024 BOOTS: RECUPIDO	01434 - 2446	148.75
LAWN & GOLF SUPPLY CO INC	CHAINSAW BAR & CHAINS	01434 - 2200	456.71
	CHAINSAW PARTS	01434 - 3740	135.38
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00
MODERN GROUP LTD	GENERATOR PM: PW GARAGE	01434 - 3740	632.00
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2460	126.06
	ELECTRIC: COMPOST SITE	01434 - 2460	181.68
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	154.18
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	111.03
	ELECTRIC: NOR-VIEW FARM HOUSE	01434 - 2800	72.90
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	136.40
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	206.58
PETER BLAUNER, VMD	VET SERVICE: HORSE	01434 - 2800	1,190.00
	VET SERVICE: HORSES	01434 - 2800	710.00
SUBURBAN PROPANE L.P.	PROPANE: NOR-VIEW FARM	01434 - 2800	494.36
	PROPANE: NOR-VIEW FARM	01434 - 2800	603.20
	PROPANE: NOR-VIEW FARM	01434 - 2800	900.04
TD BANK CARD	APPLES	01434 - 2800	16.47
	APPLES	01434 - 2800	19.96
TRACTOR SUPPLY CO	ANIMAL FEED	01434 - 2800	435.85
	FARM SUPPLIES	01434 - 2800	84.47
	FARM SUPPLIES	01434 - 2800	309.53
VALLEY FORGE SECURITY CENTER	STOREROOM DOOR LOCK & KEY SET	01434 - 2800	134.00
VERIZON	CELL SERVICE-DEC	01434 - 2800	26.01
	COMMUNICATION LINES 02/25	01434 - 3210	48.22
	COMMUNICATION LINES 1224-0125	01434 - 3210	94.22
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	267.62
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01434 - 2800	29.68
	SHARP USAGE PAYMENT	01434 - 2800	2.62
	Total PW-Park Maintenance		59,766.72

01436 PW-Building Maintenance

ALLIED ELEVATOR LLC	ELEVATOR PM SERVICE	01436 - 4545	331.00
AMAZON CAPITAL SERVICES, INC.	AED WALL CABINET	01436 - 3730	669.00

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	AMERICAN FLAGS	01436 - 2200	107.56
	EXIT SIGNS: TOWNSHIP BUILDING	01436 - 3730	244.99
	MAINTENANCE SUPPLIES	01436 - 2500	97.16
	MAINTENANCE SUPPLIES	01436 - 3730	244.99
	OFFICE SUPPLIES	01436 - 2200	17.20
	REPAIR/MAINTENANCE SUPPLIES	01436 - 2500	182.46
	REPAIR/MAINTENANCE SUPPLIES	01436 - 3730	7.99
AQUA PENNSYLVANIA	WATER: TOWNSHIP BUILDING	01436 - 3600	280.68
	WATER: TOWNSHIP BUILDING	01436 - 3600	819.81
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01436 - 1560	154.74
COMCAST CORPORATION	COMMUNICATION LINES 01/25	01436 - 3210	698.01
	COMMUNICATION LINES 12/24	01436 - 3210	698.01
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	215.84
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01436 - 1560	9,092.06
	HEALTH-JAN	01436 - 1560	9,027.75
DONALD WALLACE INC	CLEANING SERVICE: TWP BLDG	01436 - 4545	4,785.00
	CLEANING SERVICE: TWP BLDG	01436 - 4545	4,785.00
EIP HOLDCO, INC	COMMUNICATION LINES 12/24	01436 - 3210	1,411.72
	COMMUNOICATION LINES 01/25	01436 - 3210	1,411.72
HOME DEPOT	SUPPLIES-JAN	01436 - 3730	1,323.16
HUGH J MEEHAN	HVAC REPAIR: FINANCE OFFICE	01436 - 4521	472.50
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	313.11
OFFICE BASICS, INC	CLEANING/RESTROOM SUPPLIES	01436 - 2500	362.24
	CLEANING/RESTROOM SUPPLIES	01436 - 2500	993.90
	MAINTENANCE SUPPLIES	01436 - 2500	10.50
	MAINTENANCE SUPPLIES	01436 - 2500	595.98
	MAINTENANCE SUPPLIES	01436 - 2500	968.63
	RESTROOM SUPPLIES	01436 - 2500	67.44
PARKER INTERIOR PLANTSCAPE INC	INTERIOR PLANT SERVICE	01436 - 4545	638.39
	INTERIOR PLANT SERVICE	01436 - 4545	660.73
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	75.84
	ELECTRIC: TOWNSHIP BLDG	01436 - 3600	8,502.94
	ELECTRIC: TOWNSHIP BUILDING	01436 - 3600	8,380.19
	GAS: TOWNSHIP BUILDING	01436 - 3600	962.47
	GAS: TOWNSHIP BUILDING	01436 - 3600	1,282.56
PRINT-O-STAT INC	PLOTTER INK TANKS	01436 - 2200	248.40
PUBLIC WORKS EXPENSE CARD	KITCHEN SUPPLIES	01436 - 2200	95.97
	OFFICE SUPPLIES	01436 - 2200	42.34
SHERWIN WILLIAMS	PAINT: ATRIUM	01436 - 3730	493.30
VERIZON	CELL SERVICE-DEC	01436 - 3210	43.59
	COMMUNICATION LINES 01/25	01436 - 3210	279.00
	COMMUNICATION LINES 02/25	01436 - 3210	279.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	583.02
WEST CHESTER MECHANICAL CONTRACT	PM AGREEMENT: BOILER	01436 - 4521	2,465.00
	PM AGREEMENT: COOLING TOWER	01436 - 4521	1,372.50
	Total PW-Building Maintenance		66,795.39
01450 Park and Recreation			
A S C A P	CUTS ASCAP LICENSE	01450 - 4591	445.00
AIDEN STALLER	YOUTH BBALL LEAGUE	01450 - 4593	360.00
AMAZON CAPITAL SERVICES, INC.	CREDIT FOR RETURN	01450 - 4599	-155.95
	FITNESS CENTER EQUIPMENT	01450 - 4599	92.93
	FITNESS EQUIPMENT	01450 - 4599	14.99
	MAINTENANCE EQUIPMENT	01450 - 3730	931.51
	MAINTENANCE SUPPLIES	01450 - 3730	20.99
	PARENTS NIGHT OUT ACTIVITIES	01450 - 4599	49.96
	PICKLEBALL REPLACEMENT NET	01450 - 4599	22.49

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
ANGELO'S PIZZA	PARENTS NIGHT OUT	01450 - 4593	58.00
	STAFF MEETING	01450 - 2200	46.50
APPLIED VIDEO TECHNOLOGY INC	SPIN STUDIO AUDIO REPAIR	01450 - 4599	1,030.00
AQUA PENNSYLVANIA	WATER BILL - CULTURAL CENTER	01450 - 3600	63.80
	WATER BILL - SWEDELAND	01450 - 3600	120.66
	WATER BILL - UMCC	01450 - 3600	638.51
	WATER BILL - WALKER PARK	01450 - 3600	36.35
	WATER BILL- BOB CASE	01450 - 3600	270.18
	WATER BILL- BOB CASE	01450 - 4593	582.36
	WATER BILL- UMCC	01450 - 3600	270.18
	WATER BILL- WALKER PARK	01450 - 3600	21.89
B.S.N. SPORTS	BASKETBALL JERSEYS	01450 - 4593	243.00
BERARDELLI LLC	POOL- CHLORINE	01450 - 2210	3,523.30
BRADLEY J GASSEN	YOUTH BBALL LEAGUE	01450 - 4593	105.00
CHESTER COUNTY DRAWING CLASSES, LL	YOUNG REMBRANDTS	01450 - 4593	651.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	01450 - 1560	310.56
COMCAST CORPORATION	COMMUNICATION LINES 01/25	01450 - 3210	238.81
	COMMUNICATION LINES 01/25	01450 - 3600	379.89
	COMMUNICATION LINES 01/25	01450 - 3600	728.26
	COMMUNICATION LINES 02/25	01450 - 3210	249.34
	COMMUNICATION LINES 02/25	01450 - 3600	379.89
DANIEL D SOMERVILLE	MONTHLY CLEANING SERVICE	01450 - 3730	1,300.00
DAVID CIPRIANO	OUTER LIMITS - VALENTINE DANCE	01450 - 4593	200.00
DAVID J PFEFFER	JULY 4TH CARNIVAL	01450 - 4595	500.00
DEER PARK	SPRING WATER	01450 - 2200	129.92
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01450 - 1560	18,246.89
	HEALTH-JAN	01450 - 1560	18,117.82
DONNA CHAMBERS	MEDITATION & MINDFULNESS	01450 - 4593	315.00
DUBBLE BUBBLES LAUNDRY	COMMERCIAL WASH	01450 - 3730	65.00
	COMMERCIAL WASH	01450 - 3730	65.00
DYLAN MUTERSBAUGH	PA FARM SHOW	01450 - 4597	15.00
	PA FARM SHOW	01450 - 4597	141.40
DYLAN SMITH	YOUTH BBALL LEAGUE	01450 - 4593	247.50
E-WEBSITE INC	COMMUNITY PASS	01450 - 3900	2,054.52
EDGAR VALLE	CELL PHONE REIMBURSEMENT	01450 - 3210	50.00
FRANK JONES TROPHIES	BBALL PINNIES	01450 - 4593	910.00
	YOUTH BBALL TROPHIES	01450 - 4593	85.50
GENERAL RECREATION INC	BENCH PARTS	01450 - 4599	65.20
GERARD TESTA	2024 MILEAGE	01450 - 3730	37.52
	CELL PHONE BILL	01450 - 3210	600.00
HEATHER MELCK	CELL PHONE	01450 - 3210	150.00
HOME DEPOT	SUPPLIES-JAN	01450 - 3730	71.30
JASON WAIN	YOUTH BBALL LEAGUE	01450 - 4593	315.00
JULES AND ASSOCIATES INC	FITNESS EQUIPMENT LEASE	01450 - 3701	607.92
KAHLEEL DRACIR HENRY	YOUTH BBALL LEAGUE	01450 - 4593	840.00
KISTLER - O'BRIEN INC	SPRIKLER INSPECTIONS	01450 - 3740	225.00
KS PRODUCTIONS INC	FIREWORKS- DEPOSIT ONLY	01450 - 4595	7,500.00
M.A.D. EXTERMINATORS, INC.	EXTERMINATOR	01450 - 3730	125.00
MARIANNE SUTERA RHOADS	PURPOSEFUL PLAY	01450 - 4593	873.60
MARLON TATOM	YOUTH BBALL LEAGUE	01450 - 4593	1,260.00
MICAH SCHROEDER	YOUTH BBALL LEAGUE	01450 - 4593	420.00
MIKA HAVENS	YOUTH BBALL LEAGUE	01450 - 4593	315.00
NORFOLK SOUTHERN CORPORATION	PEDESTRIAN TRAIL	01450 - 2200	1,612.53
NYAH GARRISON	YOUTH BBALL LEAGUE	01450 - 4593	360.00
OFFICE BASICS, INC	MAINTENANCE SUPPLIES	01450 - 3730	458.36
PARK & REC EXPENSE CARD	BOWLING OUTER LIMITS	01450 - 4593	218.24

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PARK & REC EXPENSE CARD	FITNESS EQUIPMENT	01450 - 4599	21.98	
	FITNESS EQUIPMENT	01450 - 4599	461.00	
	MAINTENANCE SUPPLIES	01450 - 3730	94.22	
	MAINTENANCE SUPPLIES	01450 - 3730	656.72	
	OUTER LIMITS - SNOWFLAKE DANCE	01450 - 4593	30.94	
	SCOREBOARD POWER CORD	01450 - 4599	34.99	
	SPOTIFY	01450 - 2200	21.19	
	PECO ENERGY	ELECTRIC - BAXTER FIELD	01450 - 3600	958.03
		ELECTRIC - BOB WHITE FARMS	01450 - 3600	65.98
		ELECTRIC - BOB WHITE FARMS	01450 - 3600	59.35
ELECTRIC - EXEC. ESTATES		01450 - 3600	42.15	
ELECTRIC - EXECUTIVE ESTATES		01450 - 3600	34.39	
ELECTRIC - HEUSER PARK		01450 - 3600	3,024.83	
ELECTRIC - POOL		01450 - 3600	120.40	
ELECTRIC - SWEDELAND PARK		01450 - 3600	290.20	
ELECTRIC - SWEDELAND PARK		01450 - 3600	275.68	
ELECTRIC - TOWNSHIP BLDG PARK		01450 - 3600	1,264.60	
ELECTRIC - TWP PARK GAZEBO		01450 - 3600	37.82	
ELECTRIC - UMCC		01450 - 3600	6,161.76	
ELECTRIC - WALKER PARK		01450 - 3600	808.35	
ELECTRIC BAXTER FIELD		01450 - 3600	925.35	
ELECTRIC HEUSER PARK		01450 - 3600	1,176.76	
GAS - COMMUNITY CENTER		01450 - 3600	3,112.09	
GAS -UMCC		01450 - 3600	4,252.69	
LIGHTS - WALKER PARK		01450 - 3600	55.08	
LIGHTS WALKER PARK		01450 - 3600	114.40	
PENNSYLVANIA RECREATION AND PARK REPUBLIC SERVICES INC		PRPS MEMBER DUES	01450 - 4200	690.00
	WASTE REMOVAL - WALKER	01450 - 3185	404.92	
	WASTE REMOVAL- HEUSER	01450 - 3185	666.09	
RICHTER TOTAL OFFICE SIMPLEX WELLNESS, INC.	OFFICE SUPPLIES	01450 - 2100	45.36	
	GROUP DANCE CLASS	01450 - 3701	367.50	
SRS FITNESS INC	SIMPLEX	01450 - 3701	17,948.30	
	SPIN BIKE REPAIR	01450 - 4599	474.98	
STACEY MARSHALL	YOUTH BBALL LEAGUE	01450 - 4593	1,024.00	
THE TUSTIN GROUP, LLC	HVAC SERVICE	01450 - 3730	401.50	
	HVAC SERVICE	01450 - 3730	646.50	
	HVAC SERVICE	01450 - 3730	827.75	
THOMAS KOZUCHOWSKI	PICKLEBALL CLINIC	01450 - 4593	330.00	
	PICKLEBALL CLINIC	01450 - 4593	330.40	
TRAVIS MARSHALL	YOUTH BBALL LEAGUE	01450 - 4593	1,024.00	
TROY CHIDDICK	YOUTH BBALL LEAGUE	01450 - 4593	1,024.00	
TYSHIEN JONES	YOUTH BBALL LEAGUE	01450 - 4593	840.00	
UPPER MERION PERFORMING ARTS LLC	IMPROV CLASS	01450 - 4593	1,470.00	
VERIZON	CELL SERVICE-DEC	01450 - 3210	43.59	
	CELL SERVICE-DEC	01450 - 4597	61.22	
WASTE MANAGEMENT SOUTHEAST PA	TRASH REMOVAL UMCC	01450 - 3185	363.12	
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01450 - 3840	141.68	
	SHARP USAGE PAYMENT	01450 - 3840	198.49	
WILLIAM HENRY REED III	YOUTH BBALL LEAGUE	01450 - 4593	140.00	
	YOUTH BBALL LEAGUE	01450 - 4593	300.00	
WILLIAM HILL	YOUTH BBALL LEAGUE	01450 - 4593	315.00	
	YOUTH BBALL LEAGUE	01450 - 4593	595.00	
WILLIAM J KILPATRICK	YOUTH BBALL LEAGUE	01450 - 4593	560.00	
XTREME HOOPS	BBALL REF FEES	01450 - 4593	1,155.00	
	UMPR VIKINGS	01450 - 4593	1,720.00	

Total Park and Recreation

128,436.97

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
01493 TMA/Rambler/Other			
AQUA PENNSYLVANIA	WATER: SUNNY HILL FARM	01493 - 3600	21.89
CONLIN'S COPY CENTER	RAMBLER SHUTTLE SCHEDULE 2025	01493 - 3320	447.50
GREATER VALLEY FORGE T.M.A.	JAN25 SVC LESS JAN25 TIX	01493 - 3320	23,620.04
PECO ENERGY	ELECTRIC/GAS: SUNNY HILL FARM	01493 - 3600	44.85
	<i>Total TMA/Rambler/Other</i>		24,134.28
01495 Misc. Expense			
KING OF PRUSSIA BUSINESS DISTRICT MANAGERS EXPENSE CARD	MONTCO 2040 PASS THRU TO BID	01495 - 9700	200,000.00
	BOS BREAKFAST CITIZEN BOARD	01495 - 9700	353.27
	BOS DINNER 12/5/24	01495 - 9700	52.24
	FRIENDSGIVING 11/20/24	01495 - 9700	160.00
NEUMANN & ASSOCIATES, LLC	CONSULTING SERVICES	01495 - 9700	5,000.00
	<i>Total Misc. Expense</i>		205,565.51
04456 Library			
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2100	70.52
	BOOKS	04456 - 2100	89.61
	BOOKS	04456 - 2472	213.02
	BOOKS	04456 - 2472	236.88
	BOOKS	04456 - 2473	28.56
	BOOKS	04456 - 2473	650.27
	BOOKS	04456 - 2476	33.50
BAKER & TAYLOR INC	BOOKS	04456 - 2472	17.54
	BOOKS	04456 - 2472	27.22
	BOOKS	04456 - 2472	98.21
	BOOKS	04456 - 2472	365.96
	BOOKS	04456 - 2472	450.64
	BOOKS	04456 - 2472	638.38
	BOOKS	04456 - 2472	807.12
	BOOKS	04456 - 2480	12.09
	CHILDREN'S BOOKS	04456 - 2473	10.89
	CHILDREN'S BOOKS	04456 - 2473	27.15
	CHILDREN'S BOOKS	04456 - 2473	443.12
	CHILDREN'S BOOKS	04456 - 2473	595.50
	CHILDREN'S BOOKS	04456 - 2473	668.64
	CHILDRENS BOOKS	04456 - 2473	501.68
	CHILDRLEN'S BOOKS	04456 - 2473	321.82
	YOUNG ADULT	04456 - 2480	779.04
BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	27.99
	MEDIA	04456 - 2476	118.97
BRARAILTY J DOWDELL	LIBRARY PROGRAM	04456 - 2471	500.00
BRODART COMPANY	SUPPLIES	04456 - 2100	305.61
	SUPPLIES	04456 - 2100	686.02
CENGAGE LEARNING INC	LARGE PRINT	04456 - 2481	53.23
	LARGE PRINT	04456 - 2481	53.98
	LARGE PRINT	04456 - 2481	54.73
	LARGE PRINT	04456 - 2481	58.48
	LARGE PRINT	04456 - 2481	62.97
	LARGE PRINT	04456 - 2481	77.97
	LARGE PRINT	04456 - 2481	89.97
	LARGE PRINT	04456 - 2481	101.21
	LARGE PRINT	04456 - 2481	104.21
	LARGE PRINT	04456 - 2481	133.48
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	04456 - 1560	410.80
CYPRESS INFORMATION SERVICES LLC	RESOURCES	04456 - 2474	385.88
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	04456 - 1560	24,136.64

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JAN	04456 - 1560	23,965.91
DEMCO INC	SUPPLIES	04456 - 2100	110.56
FITNESS REIMB	4THQTR24 FITNESS REIMB	04456 - 1560	71.73
FRIENDS OF THE JAPANESE HOUSE AND G.	RESOURCES	04456 - 2474	100.00
KRISTINE PENNESE	DUES/MEMBERSHIPS/SUBSCRIPTIONS	04456 - 4200	185.00
LIBRARY EXPENSE CARD	LIBRARY PROGRAM	04456 - 2471	63.69
	RESOURCES	04456 - 2474	12.71
MCLINC	MCLINC	04456 - 3746	8,901.25
MIDWEST TAPE LLC	EBOOKS	04456 - 2483	1,433.24
	MEDIA	04456 - 2476	26.99
	MEDIA	04456 - 2476	168.43
MORNINGSTAR MUTUAL FUNDS	RESOURCES	04456 - 2474	4,617.00
OVERDRIVE	EBOOKS	04456 - 2483	136.99
	EBOOKS	04456 - 2483	859.66
	EBOOKS	04456 - 2483	1,790.36
	EBOOKS	04456 - 2483	2,766.76
PLAYAWAY PRODUCTS LLC	CHILDRLEN'S MEDIA	04456 - 2477	37.99
	MEDIA	04456 - 2476	56.24
	MEDIA	04456 - 2476	630.52
	MEDIA	04456 - 2476	726.01
SCHANK PRINTING INC.	AD./PRINT./BINDING	04456 - 3400	375.00
SIMONE PRITCHETTE	SUPPLIES	04456 - 2100	428.45
STEPHANIE CALABRETTI	SUPPLIES	04456 - 2100	20.66
	SUPPLIES	04456 - 2100	34.72
T-MOBILE USA, INC	RESOURCES	04456 - 2474	184.80
TRUSTEES OF THE UNIVERSITY OF PENNS'	RESOURCES	04456 - 2474	250.00
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	04456 - 3840	70.00
	SHARP USAGE PAYMENT	04456 - 3840	157.89
WORLD TRADE PRESS	RESOURCES	04456 - 2474	1,083.03
	<i>Total</i>	<i>Library</i>	83,715.09

08421 Trout Run

AMAZON CAPITAL SERVICES, INC.	ELECTRIC HEATERS	08421 - 2500	3,284.04
	NITRILE GLOVES	08421 - 2200	62.99
	OFFICE SUPPLIES	08421 - 2100	25.00
	RUBBER BANDS	08421 - 2200	6.19
AQUA PENNSYLVANIA	WATER: TROUT RUN	08421 - 3660	601.80
BUCKMAN'S INC	SODIUM HYPOCHLORITE: TROUT RUN	08421 - 2210	4,274.98
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	08421 - 1560	208.92
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	23.97
DELAWARE VALLEY INSURANCE TRUST	DISABILITY MGMT-PK	08421 - 1560	3,414.92
	DISABILITY MGMT-PK	08421 - 1900	120.08
	HEALTH-FEB	08421 - 1560	12,275.21
	HEALTH-JAN	08421 - 1560	12,188.38
GRAINGER - W.W.GRAINGER INC	AIR FILTERS/GLASS CLEANER/PLUG	08421 - 2200	126.72
	BATTERY BACKUP & PIPE PLUG	08421 - 2200	157.64
	RUST CONVERTER/PAINT BRUSHES	08421 - 2200	153.83
GRAYMONT	LIME: TROUT RUN	08421 - 3186	9,349.12
HOME DEPOT	SUPPLIES-JAN	08421 - 2200	351.48
J P MASCARO & SONS	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	8,740.16
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	14,428.90
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	14,789.51
KISTLER - O'BRIEN INC	REPLACE SOLENOID: HYPO BLDG	08421 - 2500	1,836.20
	SEMIANNUAL FPS INSPECTION	08421 - 3700	1,096.00
LRM INC	METER CALIBRATION	08421 - 3700	666.35
M J REIDER ASSOCIATES INC	ANNUAL SW TESTING: TROUT RUN	08421 - 2250	195.00
	NPDES TESTING: TROUT RUN	08421 - 2250	6,911.50

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
M J REIDER ASSOCIATES INC	NPDES TESTING: TROUT RUN	08421 - 2250	9,576.00
MARK BALE	24Q4 PHONE: BALE	08421 - 3210	150.00
MODERN GROUP LTD	GENERATOR PM: TROUT RUN	08421 - 3700	982.00
POLYDYNE INC	POLYMER: TROUT RUN	08421 - 3186	3,795.00
PYRZ WATER SUPPLY CO, INC.	HYPO/BISULFITE PUMP TUBES	08421 - 3740	608.00
ROBERT MCKERNAN	24Q4 PHONE: MCKERNAN	08421 - 3210	50.00
SCHANK PRINTING INC.	BUSINESS CARDS	08421 - 2200	60.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TROUT RUN	08421 - 3185	68.64
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08421 - 3840	42.14
	SHARP USAGE PAYMENT	08421 - 3840	5.41
	Total Trout Run		110,626.08
08422 Matsunk			
AMAZON CAPITAL SERVICES, INC.	BREAKER BOX LIGHTS	08422 - 2200	13.34
	EXTENSION CORDS	08422 - 2200	45.32
	OFFICE SUPPLIES	08422 - 2200	25.00
	TOILET PAPER	08422 - 2200	47.35
AQUA PENNSYLVANIA	WATER: MATSUNK	08422 - 3660	237.82
CHALMERS & KUBECK	RECYCLE FLOW CONTROL	08422 - 7400	1,651.04
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	08422 - 1560	246.04
COYNE CHEMICAL	SODIUM BISULFITE: MATSUNK	08422 - 2210	3,136.00
DECKMAN MOTOR & PUMP INC	SECONDARY SLUDGE PUMP BRUSHES	08422 - 3740	277.58
DEER PARK	COOLER WATER: MATSUNK	08422 - 2200	23.97
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	08422 - 1560	14,456.01
	HEALTH-JAN	08422 - 1560	14,353.76
FITNESS REIMB	1ST-4THQTR24 FITNESS REIMB	08422 - 1560	318.00
GRAINGER - W.W.GRAINGER INC	T/F FLEX COUPLING	08422 - 2200	107.86
	UTILITY PUMP/MISC PARTS	08422 - 2200	88.09
	UTILITY PUMP/MISC PARTS	08422 - 2500	1,060.54
J P MASCARO & SONS	SLUDGE REMOVAL: MATSUNK	08422 - 3186	8,657.65
	SLUDGE REMOVAL: MATSUNK	08422 - 3186	9,007.56
	SLUDGE REMOVAL: MATSUNK	08422 - 3186	12,826.02
JUSTIN WOLFE	2024 PHONE: WOLFE	08422 - 3210	100.00
KAPPE ASSOCIATES, INC	T/F PUMP CONTROL REPAIR	08422 - 2500	675.00
KEIL WELDING & FABRICATING INC	METAL TUBING	08422 - 3740	125.00
	TRICKLING FILTER MOTOR BRACKET	08422 - 2500	420.00
LRM INC	METER CALIBRATION	08422 - 3700	220.00
MATT DESIMONE	24Q3-4 PHONE: DESIMONE	08422 - 3210	300.00
MIKE MCCLOSKEY	2024 PHONE: MCCLOSKEY	08422 - 3210	75.00
MODERN GROUP LTD	GENERATOR BATTERY	08422 - 2500	2,200.00
	GENERATOR PM: MATSUNK	08422 - 2500	1,182.00
PA DEPT ENVIRONMENTAL PROTECTION	STORAGE TANK REGISTRATION	08422 - 2900	150.00
PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	13,742.90
	ELECTRIC: MATSUNK	08422 - 3610	16,142.26
	GAS: MATSUNK	08422 - 3620	1,498.30
	GAS: MATSUNK	08422 - 3620	2,599.67
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	197.65
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	289.04
	GAS: MATSUNK GARAGE	08422 - 3620	1,242.40
	GAS: MATSUNK GARAGE	08422 - 3620	1,868.85
POLYDYNE INC	POLYMER: MATSUNK	08422 - 3186	3,795.00
PRESTON HAMPTON	2024 PHONE: HAMPTON	08422 - 3210	100.00
ROBERT MCKERNAN	24Q4 PHONE: MCKERNAN	08422 - 3210	50.00
SCHANK PRINTING INC.	BUSINESS CARDS	08422 - 2200	60.00
T.S.T. INC	VALVE REPAIR: MATSUNK	08422 - 2500	5,189.00
TRI-STATE TECHNICAL SALES CORPORATI	SCOPE ACTUATOR MOTOR	08422 - 2500	1,795.50
USA BLUE BOOK	NEW HYDRANT: MATSUNK	08422 - 2500	1,662.35

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
USA BLUE BOOK	PH READER	08422 - 2500	900.08
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: MATSUNK	08422 - 3185	68.64
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08422 - 3840	42.14
	SHARP USAGE PAYMENT	08422 - 3840	7.10
	<i>Total Matsunk</i>		123,276.83
08423 Collections			
AQUA PENNSYLVANIA	WATER: ABRAMS PS	08423 - 3660	75.80
	WATER: BALLIGO PS	08423 - 3660	77.28
	WATER: MATSONFORD PS	08423 - 3660	74.30
	WATER: ROSS ROAD PS	08423 - 3660	32.39
	WATER: SWEDELAND PS	08423 - 3660	48.06
	WATER: VALLEYBROOK PS	08423 - 3660	32.39
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JAN	08423 - 1560	287.04
DANIEL LEGERTON	24Q4 PHONE: LEGERTON	08423 - 3210	150.00
DEER PARK	COOLER WATER: COLLECTIONS	08423 - 2200	9.98
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	08423 - 1560	16,865.12
	HEALTH-JAN	08423 - 1560	16,745.82
FITNESS REIMB	4THQTR24 FITNESS REIMB	08423 - 1560	76.05
HOME DEPOT	SUPPLIES-JAN	08423 - 2200	105.91
LRM INC	METER CALIBRATION	08423 - 3700	100.00
MODERN GROUP LTD	GENERATOR PM: ABRAMS PS	08423 - 3700	832.00
	GENERATOR PM: BALLIGO PS	08423 - 3700	857.00
	GENERATOR PM: FLINT HILL PS	08423 - 3700	532.00
	GENERATOR PM: GLEN ROSE PS	08423 - 3700	375.00
	GENERATOR PM: KING MANOR PS	08423 - 3700	432.00
	GENERATOR PM: MATSONFORD PS	08423 - 3700	567.00
	GENERATOR PM: ROSS ROAD PS	08423 - 3700	406.00
	GENERATOR PM: SWEDELAND PS	08423 - 3700	121.12
	GENERATOR PM: SWEDELAND PS	08423 - 3750	510.88
	GENERATOR PM: SWEDESBURG PS	08423 - 3700	442.00
	GENERATOR PM: VALLEYBROOK PS	08423 - 3700	382.00
MUNICIPAL MAINTENANCE CO	REPAIR: ABRAMS PS PUMP 3	08423 - 3780	23,531.00
PECO ENERGY	ELECTRIC/GAS: GLEN ROSE PS	08423 - 3610	374.99
	ELECTRIC/GAS: GLEN ROSE PS	08423 - 3610	324.56
	ELECTRIC/GAS: ROSS ROAD PS	08423 - 3610	678.02
	ELECTRIC/GAS: ROSS ROAD PS	08423 - 3610	558.11
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	454.21
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	379.07
	ELECTRIC: ABRAMS PS	08423 - 3610	5,286.00
	ELECTRIC: ABRAMS PS	08423 - 3610	4,250.09
	ELECTRIC: BALLIGO PS	08423 - 3610	2,629.68
	ELECTRIC: DEKALB PS	08423 - 3610	579.60
	ELECTRIC: DEKALB PS	08423 - 3610	370.73
	ELECTRIC: DEKALB PS	08423 - 3610	683.57
	ELECTRIC: FLINT HILL PS	08423 - 3610	639.52
	ELECTRIC: FLINT HILL PS	08423 - 3610	538.59
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	55.19
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	46.40
	ELECTRIC: MATSONFORD PS	08423 - 3610	615.64
	ELECTRIC: MATSONFORD PS	08423 - 3610	596.12
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,884.35
	ELECTRIC: SWEDESBURG PS	08423 - 3610	343.16
	ELECTRIC: SWEDESBURG PS	08423 - 3610	302.14
	ELECTRIC: VF CASINO VAULT	08423 - 3610	46.40
	GAS: MATSONFORD	08423 - 3670	42.80
	GAS: SWEDESBURG PS	08423 - 3610	38.66

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PECO ENERGY	PECO EASEMENT LEASE	08423 - 3610	10.00
PENNA AMERICAN WATER CO.	WATER: DEKALB PS	08423 - 3660	19.30
	WATER: FLINT HILL PS	08423 - 3660	19.30
	WATER: KING MANOR PS	08423 - 3660	19.30
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: COLLECTIONS	08423 - 2200	242.90
ROBERT MCKERNAN	24Q4 PHONE: MCKERNAN	08423 - 3210	50.00
USIC HOLDINGS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	2,991.96
	PA ONE CALL: COLLECTIONS	08423 - 3760	3,870.12
	USIC DAMAGE INVESTIGATION	08423 - 3760	297.44
VERIZON	CELL SERVICE-DEC	08423 - 3210	111.34
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08423 - 3840	42.14
	SHARP USAGE PAYMENT	08423 - 3840	4.69
	Total Collections		93,064.23

08425 Public Works-Admin

AQUA PENNSYLVANIA	24Q4 SEWER BILLING DATA	08425 - 2100	162.90
BERKONE	1/1/25 RESD SWR BILL (8,615)	08425 - 2100	8,422.73
UPPER MERION TOWNSHIP GENERAL FUNI	2024 SRA REIMB TO GF	08425 - 1220	55,890.00
	Total Public Works-Admin		64,475.63

08427 Wastewater

M J REIDER ASSOCIATES INC	MIPP: ARKEMA (25Q1)	08427 - 7460	510.00
	MIPP: CBM 25 (25Q1)	08427 - 7460	510.00
	MIPP: CBM 28&30 (25Q1)	08427 - 7460	200.00
	MIPP: CBM 29A (25Q1)	08427 - 7460	550.00
	MIPP: CHARLES RIVER (25Q1)	08427 - 7460	550.00
	MIPP: CHOP (25Q1)	08427 - 7460	550.00
	MIPP: CONSHY BREWING (25Q1)	08427 - 7460	510.00
	MIPP: CURALEAF (25Q1)	08427 - 7460	510.00
	MIPP: FRANKLIN BIO LABS (24Q3)	08427 - 7460	550.00
	MIPP: FRANKLIN BIO LABS - B26	08427 - 7460	900.00
	MIPP: FRANKLIN BIOLABS (25Q1)	08427 - 7460	900.00
	MIPP: FRANKLIN BIOLABS B27	08427 - 7460	550.00
	MIPP: GSK (25Q1)	08427 - 7460	1,700.00
	MIPP: GSK 29 (25Q1)	08427 - 7460	550.00
	MIPP: HOPE'S COOKIES (24Q4)	08427 - 7460	295.00
	MIPP: HOPE'S COOKIES (25Q1)	08427 - 7460	550.00
	MIPP: JOHN MIDDLETON (25Q1)	08427 - 7460	550.00
	MIPP: LEBUS BAKERY (25Q1)	08427 - 7460	550.00
	MIPP: MONTCO LANDFILL (25Q1)	08427 - 7460	550.00
	MIPP: PUROLITE (25Q1)	08427 - 7460	510.00
	MIPP: WORKHORSE (25Q1)	08427 - 7460	510.00
PUBLIC WORKS EXPENSE CARD	TRAINING: HIRIAK	08427 - 7460	102.50
SC ENGINEERS INC	MIPP SERVICES	08427 - 7460	1,432.90
UPPER MERION SANITARY & STORMWATE	SEMI-ANNUAL LEASE PAYMENT	08427 - 4700	480,000.00
UPPER MERION TOWNSHIP GENERAL FUNI	2024 SRA REIMB TO GF	08427 - 9400	155,146.00
VERIZON	CELL SERVICE-DEC	08427 - 7460	40.97
	Total Wastewater		649,277.37

18407 CAPITAL - Information Tech

ADMIN HARRIS	REPLACEMENT PC'S	18407 - 07903	340.08
VALLEY FORGE SECURITY CENTER	CAMERA FOR TRAFFIC GRANT	18407 - 07409	2,251.50
	Total CAPITAL - Information Tech		2,591.58

18410 CAPITAL - Police

AXON ENTERPRISE, INC	AXON-BODY CARMERA-LICENSE	18410 - 07906	103,689.95
	AXON-EVIDENCE LIC & MOUNTS	18410 - 07906	5,574.67
	AXON-TASER HOLSTERS/DOCKS	18410 - 07906	16,799.99

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
ENTERPRISE FM TRUST	VEHICLE LEASE-FEB25	18410 - 07951	7,051.11
	Total	CAPITAL - Police	133,115.72
18411 CAPITAL - Fire and EMS			
MICHAEL K WILBUR	FLEET EVALUATION REPORT	18411 - 07432	24,800.00
MUNICIPAL EMERGENCY SERVICES, INC	INTAKE VALVE TOWER 56	18411 - 07432	2,758.90
	Total	CAPITAL - Fire and EMS	27,558.90
18413 CAPITAL - Codes Enforcement			
ENTERPRISE FM TRUST	VEHICLE LEASE-FEB25	18413 - 07951	1,079.98
	Total	CAPITAL - Codes Enforcement	1,079.98
18421 CAPITAL - Trout Run			
ARRO CONSULTING INC	PSA: PS PUMP REPLACEMENT	18421 - 07929	579.60
	PSA: WPCC HEADWORKS	18421 - 07929	992.50
ENTERPRISE FM TRUST	VEHICLE LEASE-FEB25	18421 - 07951	1,912.05
	Total	CAPITAL - Trout Run	3,484.15
18422 CAPITAL - Matsunk			
ARRO CONSULTING INC	PSA: WPCC HEADWORKS	18422 - 07929	992.50
ENTERPRISE FM TRUST	VEHICLE LEASE-FEB25	18422 - 07951	668.57
MUNICIPAL MAINTENANCE CO	REBUILD PUMP: TRICKLING FIL 3	18422 - 07741	16,989.25
	Total	CAPITAL - Matsunk	18,650.32
18423 CAPITAL - Collections			
ARRO CONSULTING INC	PSA: PS PUMP REPLACEMENT	18423 - 07672	289.80
	PSA: PS PUMP REPLACEMENT	18423 - 07673	579.60
	SURVEY: BALLIGO PS	18423 - 07671	432.50
ENTERPRISE FM TRUST	VEHICLE LEASE-FEB25	18423 - 07951	668.57
MUNICIPAL MAINTENANCE CO	GRINDER: DEKALB PS	18423 - 07671	8,725.17
	Total	CAPITAL - Collections	10,695.64
18434 CAPITAL - Park Maintenance			
ENTERPRISE FM TRUST	VEHICLE LEASE-FEB25	18434 - 07951	2,098.89
ROYERSFORD FENCE COMPANY, LLC	POST & WIRE FENCE	18434 - 07886	13,795.00
	Total	CAPITAL - Park Maintenance	15,893.89
40200 Escrow Payables			
BOWMAN CONSULTING GROUP LTD	0 REEDEL ROAD: 1813 (LD)	40200 - 7200	412.50
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	1,772.50
	446/456-588 SWEDELAND: 1803	40200 - 7200	220.00
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	165.00
	900 FIRST AVENUE: 1890 (LD)	40200 - 7200	1,992.50
KILKENNY LAW	0 REEDEL ROAD: 1813 (LD)	40200 - 7200	90.00
	113 CROCKETT ROAD: 1881 (LD)	40200 - 7200	108.00
	900 FIRST AVENUE: 1890 (LD)	40200 - 7200	54.00
REMINGTON & VERNICK ENGINEERS II, IN	0 REEDEL ROAD: 1813 (LD)	40200 - 7200	87.50
	1034 MOUNT PLEASANT: 1884 (LD)	40200 - 7200	100.50
	125 VALLEY GREEN LN: 1711 (LD)	40200 - 7200	1,175.10
	161 WEST DEKALB PK: 1852 (LD)	40200 - 7200	525.00
	201 TWININGS LANE: 1886 (SWB)	40200 - 7200	262.50
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	2,975.00
	460 WOODLAND CIR: 1891 (SWB)	40200 - 7200	1,430.00
	684 NORTH HENDERSON: 1889 (SD)	40200 - 7200	852.50
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	262.50
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	5,061.00
	900 FIRST AVENUE: 1890 (LD)	40200 - 7200	627.50
	900 FIRST AVENUE: 1890 (LD)	40200 - 7200	4,597.50
	Total	Escrow Payables	22,771.10

UPPER MERION TOWNSHIP

Invoices for Approval

February 13, 2025

VENDOR

ITEM DESCRIPTION

ACCOUNT #

AMOUNT

4,419,714.57

UPPER MERION TOWNSHIP
SUMMARY PAGE
Approval Date - February 13, 2025

01130	Due from (to) other funds	9.30
01138	Due from Developers	27,480.91
01150	Gas/Diesel/Postage	44,167.32
01301	GF - Property Taxes	5,735.10
01310	511 Taxes	205,956.81
01367	Park & Recreation	20.00
01377	Transit	-109.00
01380	Miscellaneous	-3,519.13
01402	Accounting	144,215.44
01403	Tax Collection	18,451.86
01407	Information Technology	67,812.07
01408	Planning	12,285.61
01410	Police	658,177.61
01411	Fire and EMS	1,079,004.74
01413	Codes Enforcement	41,528.97
01430	Transportation	218,665.25
01432	PW-Vehicle Maintenance	54,856.33
01434	PW-Park Maintenance	59,766.72
01436	PW-Building Maintenance	66,795.39
01450	Park and Recreation	128,436.97
01493	TMA/Rambler/Other	24,134.28
01495	Misc. Expense	205,565.51
04456	Library	83,715.09
08421	Trout Run	110,626.08
08422	Matsunk	123,276.83
08423	Collections	93,064.23
08425	Public Works-Admin	64,475.63
08427	Wastewater	649,277.37

**UPPER MERION TOWNSHIP
SUMMARY PAGE
Approval Date - February 13, 2025**

18407	CAPITAL - Information Tech	2,591.58
18410	CAPITAL - Police	133,115.72
18411	CAPITAL - Fire and EMS	27,558.90
18413	CAPITAL - Codes Enforcement	1,079.98
18421	CAPITAL - Trout Run	3,484.15
18422	CAPITAL - Matsunk	18,650.32
18423	CAPITAL - Collections	10,695.64
18434	CAPITAL - Park Maintenance	15,893.89
40200	Escrow Payables	22,771.10
TOTAL AMOUNT A/P		<u>4,419,714.57</u>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>	
1/3/2025	\$1,084,890.13	\$132,818.79	
WELLNESS PAY			
1/10/2025	\$157,432.94	\$15,980.17	
1/17/2025	\$1,064,744.74	\$130,994.24	
1/31/2025	\$1,025,647.67	\$129,432.01	
TOTAL PAYROLL			\$3,741,940.69
TOTAL WARRANT			<u>\$8,161,655.26</u>