

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
OCTOBER 17, 2024 MEETING ~ 7:00 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: August 1, 2024 – Zoning Workshop
August 1, 2024 – BOS Workshop
August 8, 2024 – Business Meeting
August 15, 2024 – Business & Comprehensive Plan Workshop
September 5, 2024 – Zoning Workshop
September 5, 2024 – BOS Workshop
September 12, 2024 – Business Meeting
5. Chairperson's Comments:
6. Citizen Board Vacancies:
7. New Business:
 - A. Proclamation re: Fire Prevention Month – October, 2024.
 - B. Presentation re: Upper Merion Fire and Emergency Service Awards.
 - C. Presentation of the Bernard S. Gutkowski, Sr. Firefighter of the Year Award to James Gallagher.
 - D. Proclamation – King of Prussia Fire Chief James Gallagher.
 - E. Presentation of the Mary Bacchi Emergency Medical Services Responder of the Year Award to Kayla McClure.
 - F. Public Hearing – A Proposed Ordinance – Business Improvement Districts amending Chapter 7, Business Improvement Districts, of the Township Code to reenact the provisions of Chapter 7 and renew the King of Prussia Business Improvement District for an additional 10-year term pursuant to the terms outlined in the District's Renewal Plan.
 - G. Public Comment – Agenda Items.
 - H. Consent Agenda re:
 1. Memorandum of Understanding with the King of Prussia Mall for 2025 Police Services – Consideration of a Memorandum of Understanding with the King of Prussia Mall for the payment and reimbursement of costs for additional police coverage at the Mall Complex for the period of 1/1/25 – 12/31/2025.
 2. Budget Transfer: \$8,000.00 from 01-430-3170 Snow/Ice Control to 01-430-3185 Debris/Waste Removal to fund additional waste management services.
 3. Resolution 2024-31 – Reduction of Police officer contributions to the Police Pension Plan for the year 2024 to 4%.

4. Resolution 2024-32 – PennDOT Winter Maintenance Agreement.
5. Resignation of Jordan Rhone from the Public Safety Citizen Advisory Board.
6. Authorization for the Township Solicitor to attend hearing and oppose the ZHB Application for Dave & Busters.
7. First Avenue Linear Park Phase 3 Lighting Project: Approval of Payment Application 4 in the amount of \$69,637.50 to Hobbs & Company, Inc. of Boothwyn, Pennsylvania, as recommended by the project consultant.
8. First Avenue Linear Park Phase 3 Lighting Project: Approval of Payment Application 5 (Final Payment) in the amount of \$38,500.00 to Hobbs & Company, Inc. of Boothwyn, Pennsylvania, as recommended by the project consultant.
9. First Avenue Linear Park Phase 2 Project: Approval of Payment Application 19 in the amount of \$7,963.42 to RK&K, LLP of King of Prussia, Pennsylvania, as recommended by the Director of Public Works.
10. Authorization to Bid Contract – 2025-2027 Residential Rambler Shuttle Service. Authorization for the proper township officials to advertise a contract for the township’s Residential Rambler shuttle service for the year 2025 with an option for two (2) additional service years.
11. Website Service Agreement– New Township Website Vendor: To approve a service agreement with CivicPlus for the development and hosting of the Township Website in the amount of \$55,413.14 as recommended by the Township Director of Communication and Media Advisory Board.
12. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulation for HCR Healthcare Properties, LLC and 600 W. Valley Forge Road Operations, LLC, 600 W. Valley Forge Road for the tax years 2022-2024 resulting in an overpayment of real estate taxes in the amount of \$12,717.69.
13. Public Safety Capital Equipment Purchase – Authorization to purchase the following through any State/Costars or Cooperative Program utilizing General Fund Reserve funds:
 1. Police Dispatch Radio Equipment - \$250,714.96
 2. Dispatch Recording Equipment - \$35,750.00
- I. Resolution No. 2024-33. Request for Waiver of Land Development - Valley Forge Presbyterian Church. To approve the request for a waiver of land development by the Valley Forge Presbyterian Church for their proposed conversion of the existing ancillary building on the property to 20 Residential Units in the Garden Apartment Zoning District subject to the conditions outlined in said resolution.

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

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
ZONING WORKSHOP MEETING
AUGUST 1, 2024

The Board of Supervisors of Upper Merion Township met for a Zoning Workshop Meeting on Thursday, August 1, 2024, in the Township Building. The meeting was called to order at 6:19 p.m., followed by a pledge of allegiance.

ROLL CALL:

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

CHAIRPERSON'S COMMENTS:

Vice-chair Jenaway said Chairperson Garzillo is on vacation, therefore she is not present tonight. He mentioned the Board held an Executive meeting prior to tonight's Zoning meeting to discuss legal matters.

DISCUSSIONS:

A. WEADLEY TOWN ROAD NMU ZONING DISCUSSION:

Vice-Chair Jenaway gave a synopsis on how South Gulph Road zoning area was modified from R1, which is large single-family home parcels. The first modification happened in 1967 where the Comprehensive Plan conducted by the BOS at that time identified that area to be residential multi family for future zoning plans. Then in 1986 another Comprehensive Plan was completed where the BOS suggested that medium density housing, 5 to 9 dwelling units per acre would be intended for that district, which continued with that process through the next Comprehensive Plan until 2018. After a series of meetings in 2018 the BOS all approved to develop that area as long-term neighborhood mixed use.

That corridor of Gulph Road being zoned other than single-family residential dates back to when the commercial office buildings were being built around the 1970's. This stemmed from ideas in the sixties to do something different along Gulph Road. There are also expansion plans for the Schuylkill Expressway to have 3 lanes in both directions and other plans for transportation modifications on Gulph Road. Vice-chair Jenaway also mentioned some people brought up about who gets notified when there are zoning changes.

He explained the policy of Upper Merion Township has always been that properties within 500 feet of a potential rezoned location are notified by mail. In addition, there are signs posted in the area about the rezoning and there are notices posted in the local newspaper. He also pointed out that the State Municipal Planning Code only requires the Township to notify properties within 200 feet but Upper Merion expanded that to 500 feet.

With that said he tried to put everything into perspective as to where it came from and what it was intended for. He said the NMU has some opportunity to be improved in density and the proper place to discuss this would be at Comprehensive Plan public meetings which would be held in the near future. This is where each planning area would be discussed in detail and where residents can talk about issues they believe exist with those particular planning areas and what they believe we should consider as the Comprehensive Plan gets developed. The Comprehensive Plan deals with everything; stormwater, roads, traffic, public safety, density of properties, height of properties and so on.

Next, Mr. Jarrett Lash mentioned there were four parcels listed at a previous Comprehensive Plan meeting that are not along South Gulph Road and are currently zoned Neighborhood Mixed Use (NMU). The division is along South Gulph Road, and as the Schuylkill Expressway being a demarcating area to the lower density residential areas to the South, to the North of the neighborhood mixed used are high-rise apartments, garden style apartments, commercial neighborhood zoning and to the left there are administrative offices, a transportation infrastructure and two vacant parcels zoned R1. Those four parcels are 120 and 140 Weadleytown Road and 226 and 237 Weadley Road.

Vice-chair Jenaway asked if the Weadley Road parcel have access via roadway onto Weadley Road. Mr. Lash said parcel 237 does have access onto Weadley Road and the other parcel 226 has access from Weadleytown Road. Mr. Jenaway asked Jarrett to identify the owner of the parcel next to the property in question that is between Weadley Road and Weadleytown Road and Jarrett responded the PA Turnpike Commission. Then Mr. Jenaway asked about the parcel on the other side of Weadley Road which Jarrett said is also owned by the PA Turnpike Commission, not PennDOT which is unusual.

Ms. Peggy Murray, resident at 411 Weadley Road gave an overview on how her and her neighbors arrived at this stage in their opposition to the NMU zoning designations in their residential area. She said the NMU zoning designations was championed by Mr. John Tallman who was one of the property owners that sold his property at a considerable and appreciable amount above what a residential sale would provide for. He was on the Zoning Hearing Board when this was being discussed in 2016 and 2017 and when this Ordinance was signed in 2018. Also, Mr. Tallman is presently the Vice-chair of the Zoning Hearing Board now.

Next, Ms. Murray read some of the Zoning Meeting Minutes from June 2, 2016 where Mr. Waks asked Mr. Caraodemiére and Mr. Tallman if they knew how their neighbors felt about these properties being redeveloped and Mr. Tallman responded Mr. Caraodemiére's property is much more protected from the neighbors and there is very little effect but his property would have more effect on the neighbors.

Ms. Murray continued to read more minutes where Mr. Caraodemiére said in 2007 or 2008 he went to the entire neighborhood and explained to them his intentions and there were no objections. At the time many of the neighbors wanted the zoning changed so they would benefit too. Mr. Tallman commented he received a similar response. He said he recently met with his neighbor behind him and he supported the plan to convert the property to an office. The neighbor acknowledged at some point he will also have to do something there as well.

In addition, she mentioned during the February 2, 2017, meeting Mr. Waks suggested Mr. Tallman to talk to some of the other residents on Weadley Road. Mr. Tallman responded that he has done a fair amount to try to communicate with the neighbors in many different ways but to no avail. Then, Ms. Murray asked Jarrett to pull up three slides of sale signs showing Mr. Tallman as the Realtor and saying this is how the residents found out about the NMU Zoning designation in 2023. She said no one in her community received any type of outreach as was indicated in the meeting notes. So, how could it possibly been communicated to every single property owner on S. Gulph Road, Weadleytown Road as well as Weadley Road to change the zoning designation, yet none of the 116 people on their email list was notified.

Next, Ms. Murray asked Jarrett to bring up Slide #4 showing a sale/lease sign for the property at 705 S. Gulph Road by McGill Real Estate with Mr. John Tallman's contact information. This property plays a part in their opposition for the zoning on Weadleytown Road even though they have no opposition to 705 S. Gulph Road being designated as NMU. Then she said they do have opposition with the property at 100 Weadleytown Road which is adjacent to 705 S. Gulph Road. Unfortunately, this property was awarded in 2018 and changed ownership in 2019 therefor it is grandfathered in and can't be changed back.

Ms. Murray said there are 4 other properties under contract with McGill Real Estate that they do oppose and the same property owner still owns them from when they were residential and hopefully will change back to residential before they are sold. Supervisor Kenney asked why she was concerned about when the owner sells and Ms. Murray explained once a developer buys that property the zoning can't be changed back.

Next, Ms. Murray went back to 705 S. Gulph Road property which is 3.65 acres saying if this property gets developed there is only one access point on S. Gulph Road, so an egress will be needed. This is where Weadleytown Road

comes into play, the developer needs this adjacent property so they can have egress for their development. Then she mentioned there are limitations to Weadleytown Road because it's a dead end, it's narrow and doesn't have a traffic light. In addition, 120 feet down from Weadleytown and Weadley Roads intersection is the intersection for Weadley Road and S. Gulph Road. Weadley Road cannot carry the current volume of traffic that it's presently burden with, this road has steep curves and receives an enormous amount of cut through traffic from King of Prussia Road to South Gulph Road. So, by adding more traffic from the apartment residents and the convenient stores patrons as well as not having sidewalks or street lights will be detrimental.

Now, Ms. Murray asked Jarrett to bring up the slide showing the proposed preliminary plans for the Shoemaker, Weadley and South Gulph Roads intersection realignment. The residents feel this preliminary study does not adequately address the safety issues presented by both the topography of Weadley Road and the spatial relationship to Weadleytown Road. The Board of Supervisors said they never saw the Plan that Ms. Murray gave Jarrett to put on the screen and asked her where she got them. Mr. Hamaday said it was probably a schematic that wasn't approved. Ms. Murray apologized for presenting the wrong plan but said regardless of the difference in the plan Weadley Road has deep dense curvature and you can't see the street ahead of you if you're sitting in traffic. Also, the traffic backs up big time with not only cars but buses and trucks too, then tossing in apartment complexes and stores will add more volume and it's going to look like Town Center.

Finally, Ms. Murray asked Jarrett to bring up the 2018 Ordinance, page 2 and read the five (5) intents outline by the then Board of Supervisors. They believe that the four (4) remaining properties in question do not meet the criteria of this Ordinance.

Next, Vice-chair Jenaway said he appreciates everyone voicing their concerns when the development was proposed about 18 to 24 months ago. He mentioned one of the goals to having public meetings and workshops is for the public to voice their opposition, concerns or questions to the developers. If you don't voice those concerns to the developers when they are presenting to the Board they think everything is fine and they will move forward with their plans. Mr. Jenaway said as of now the Board does not have a plan before them for the development on Weadley Road, due to you voicing for the resident's their opposition and other factors which gives the Board the ability to say other things would have to be done for this plan to come into compliance. So, this plan as presented with the variances requested has not moved forward, but that doesn't stop the developer from coming back again.

Vice-chair Jenaway also mentioned the Board already turned down two (2) other projects that were well over the density expectation and they were both for nursing homes. So, the Board at the same time you are presenting your case

is trying to protect that land through this Ordinance. Then he asked if anyone else had a comment.

Resident Michael Fitzgerald from 140 Weadleytown Road said it would be unfair after six years to change the NMU Zoning back to Residential because it would stop him and about four other neighbors from selling their properties.

Mr. Jamie Lyren resident at 412 Weadley Road for over 20 years and lives on the other side of the bridges also opposes the development. He said it becomes very curvy and steep where he lives, it has limited sight line and blind curves making it very difficult for the residents to pull out of their driveways safely. There is no flat land there, the road is very narrow and there are no sidewalks or street lights, this road is already over utilized and very dangerous. Even though the speed limit is posted 25mph more than 95 percent of that road is not traveled at the speed limit and to add more traffic will certainly end in more accidents.

Next, Supervisor Waks asked the residents who live on Weadley and Shoemaker Roads to raise their hand and then asked them a hypothetical question. Would they support speed bumps on Weadley and Shoemaker Roads even though it would make snow plowing more difficult and not as good removing the snow. There were mixed feeling about speed bumps, some feel it would help slow down some traffic but others felt some people will still drive fast over them which can cause a bigger accident.

Supervisor Kenney commented that Montgomery County through their Comprehensive Plan is requesting more apartments to be available because there isn't enough housing in the County. With that said she stands by what she has always said that she doesn't want the ratio of apartments to exceed houses but understands the need for more housing. So, that's why the Board voted to approve the NMU zoning in 2018 for that area, permitting a small apartment complex to be built with about 20 apartments. Unfortunately, she feels that the developers don't play by the rules, trying to squeeze 10 pounds of stuff into a 5-pound bag.

Resident Ms. Sheri Frey said she believes that other residents don't have an issue with the NMU zoning for South Gulph Road as long as the entrance is on South Gulph. Having the entrance on Weadley or Weadleytown Roads will cause more volume and congestion especially the way Weadley Road is presently configured in the lower section where there's a big bend. The Board can be creating a very dangerous condition and opening the Township up to significant liability. So, she suggested a temporary suspension of the NMU designation with respect for those properties on Weadley and Weadleytown Roads only, not the properties along South Gulph Road.

Finally, resident Mr. Robert DiPietro at 631 Crestwood Road stated his concerns about the extra commercial and school bus traffic that would probably have to service this area as you add additional housing. Supervisor Kenney mentioned only adding about 20 apartments on South Gulph Road but if you add in what's being discussed between there and the bridge there's probably likely to be more density. So, imagine school buses having to stop on Weadley Road or pull into these areas, or kids having to cross South Gulph Road to get picked up is going to be a nightmare for the folks in that area.

Mr. DiPietro said the Board suggested residents should check the website for future meetings. He said trying to find the Agenda on the Township website is suboptimal. He thinks more should be done for keeping the public in the know and if he can get an email from the Community Center about programs then why not one from the Zoning Hearing Board with the agenda and the minutes.

Then he mentioned as a resident he does not feel great that this NMU Zoning was advocated for by a member of the Zoning Hearing Board who owned a piece of land that was rezoned and sold. This person, John Tallman was acting in a quasi-judicial capacity for the Township looking to get his property zoned in a different way presumably for financial gain. Mr. DiPietro said this person purchased that property as an investment for \$300,000 and sold it for \$700,000 a few years later. He believes that Mr. Tallman never lived there because his address is elsewhere in the district. With that said he hopes the Board will look at the desires of residents in this area to enjoy the properties they bought and value them over those of the investors and developers.

Supervisor Philips said Mr. Tallman was not in attendance at those meetings that voted for the zoning change, so that recused him from any final decision.

Vice-chair Jenaway reminded everyone to come to the Comprehensive Planning meetings where they can participate and be more involved. He also stated that Upper Merion Township has several roadways just as bad as Weadley and mentioned how bad Arden Road is. He said he will take those two on making sure there is something in about transportation and looking into those roadways long term.

Next, Mr. Jenaway spoke about housing and gave some facts about when the Village was built the Township had consultants that worked with Board to determine timing of those buildings, when they should be built, what kind of phasing should there be and how much traffic along with additional population movement to be accommodated within the Township. Every consultant independently came back to the Board telling them the same thing, Upper Merion can take no more than 500 housing units per year as an approach to development. Knowing this helps the Township to better manage all of the construction ventures, roadway management issues that occur complementing

what PennDOT, Aqua and all the other utilities do every year. Then he said the Township does less than 500 units each year. He also mentioned about vacancy signs around the Township that someone talked about earlier and said there are always vacancy signs posted. He went on to say there is about a 10% float in apartment buildings and commercial structures in Upper Merion Township, which means 90% are occupied and there's only 10% available. Next, he explained that whenever it goes down to 80% developers come wanting to build because they know there's the ability to absorb 500 more for them to develop. In addition, the business community told the Board that Upper Merion needs more housing to accommodate the workforce here, hopefully getting them off the road from traveling from other areas to come to work.

Then, Vice-chair Jenaway said the residents along the Schuylkill Expressway should be concerned about PennDOT's project that will be coming in a few years. PennDOT wants to add a third lane to the expressway. This has a 2027 release date for the design specs only, not to start building. However, they already started the electrical work and the digital signs which are all part of the 3rd lane project. So, he told the residents to stay informed and sign up for the Township News Letter and he will check into having the Agenda posted in the same process.

Finally, he asked Jarrett when the next Comprehensive Planning meeting was, Jarrett said there will be a Public outreach the end of September. This night is pacifically driven with different activities and for individuals to make public comments on the five (5) components of the Comprehensive Plan, being Land Use, Housing, Movement (all things involving transportation), Natural Resources and Community Facilities & Infrastructure, as well as breaking it down within the 10 planning areas that we have here in the Township. This will be in Freedom Hall with different boards and activities for you to participate in so you can have more of a direct public say.

Vice-chair Jenaway said once they get everything compiled they can take a look and go through the specific questions and then come back to the public with answers.

Public Comments: None

The Board postponed Item B, Proposed Zoning Text Amendment for Data Centers until next month's meeting since it was getting late and they had to start the Workshop Meeting.

ADJOURNMENT:

Board Action:

It was moved by Vice-chair Jenaway, seconded by Supervisor Phil, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 4-0. Adjournment occurred at 7:40 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
WORKSHOP MEETING
AUGUST 1, 2024

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Monday, August 1, 2024, in the Township Building. The meeting was called to order at 7:43 p.m., followed by a pledge of allegiance.

ROLL CALL:

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

CHAIRPERSON'S COMMENTS:

Vice-chair Jenaway said Chairperson Garzillo will not be attending tonight's meeting due to being on vacation.

DISCUSSIONS:

A. VALLEY FORGE PRESBYTERIAN CHURCH PROPOSED PROJECT:

Mr. Jarrett Lash, Township Planner gave an introduction on the Valley Forge Presbyterian Church Project. He then introduced Mr. Michael Sebright from EvolveBuild and Ms. Kayleigh Silver from MONTCO Housing and Community Development. Ms. Silver said Montgomery County has already invested over 1.6 million dollars towards this project with various loans and also wants to invest further into this project with any gap financing to reach the goal to finish this project by the end of this year. She said that a third of Montgomery County residents are struggling with housing cost burden, which means they're paying more than 30% of their income towards rent or home prices.

Ms. Silver said in 2022 Upper Merion School District had the second highest rate of homeless students in Montgomery County. Housing prices in one year rose 11.6 % making 35% of renters in the Township cost burden. In addition, Upper Merion had the second highest eviction filings in the County as those rents continue to rise. Also, the nation is seeing an affordable housing crisis, so it is imperative that we pay attention and address the housing problems head on with projects like this.

This project will offer housing affordability opportunities to residents in need and to Seniors looking for places to live. This project will also help graduates who need to take the next step out into their community with all the employment opportunities here. Then she turned the floor over to Mike Sebright, developer and builder.

Mr. Sebright mentioned he's been working on this project for about five years starting when he was working on the food cupboard renovation at a West Kensington Presbyterian Church. He talked to Valley Forge Presbyterian Church's Pastor, Tim, about what possibilities that the Church could have since the Congregation was dwindling and facing a lot of expenses to maintain their building. So, with Mike's company's help the congregation formed a Visionary Committee to see what would be the best use for their Church in that location.

With that said, Mr. Sebright is here representing Valley Forge Presbyterian Church on Prince Frederick Street and Town Center Road. After studying the zoning code, he found this property is zoned for Garden Style Apartments and the campus is over 2 acres. The proposed plan would keep the Church as is and the auxiliary building, which used to have a nurse school, will be renovated along with adding a third floor making the building 2.5 stories high, 33.6' from street level. The basement is partially underground between 3' to 5' with large windows making the building only 2.5 stories high. They will be adding a 108 sq. ft. stair tower in the back and a 770 sq. ft. lobby to enter the building and to access the elevator and stair tower. There will be ADA parking spots to be used by church members and the two handicap accessible apartments on the lower level. So, all together there will be an additional 950 sq. ft. of building space and about 3200 sq. ft. of additional parking and driveway.

Mr. Sebright stated there will be 20 apartments, 17 are one bedroom and 3 have two bedrooms ranging from 500 sq. ft. to 610 sq. ft., and the 2 ADA apartments are 660 sq. ft. with one bedroom. He said 8 to 10 of the units will be dedicated to Delta Corp for young adults who aged out of foster care. This is a State/County organization that helps pay housing for students aged 18 to 21 that qualify. Also, on the 2nd floor Delta Corp will have an office to monitor and help these students with any needs they might have. The remaining apartments are for elderly people with financial needs along with the 2 ADA apartments.

Next, there was a long discussion about who monitors and maintain this apartment building, and the Church's role and taxes. It was asked if it is possible to make the apartments bigger to accommodate a family. The builder stated there are certain specifications and standards they have to follow to receive funding. If the Township wants large apartments, they would have to get permission from the County and the Grantors. It was also noted that to receive the funding for this project they would have to break ground before the end of this year or lose the Grant. The Board asked if there was a deed restriction in case the Church dissolved and sold the property and Ms. Silver responded in the

affirmative. The Board also asked if they were going to subdivide the property and Mr. Sebright responded that they have no intent at all to subdivide the property.

B. BUSINESS MEETING AGENDA REVIEW:

Vice-Chair Jenaway mentioned since Chairperson Garzillo was on vacation they didn't have a Chair meeting to finalize the Agenda. Mr. Hamaday said they are still putting the agenda. He did state that at the Business Meeting they will be appointing the Acting Chief of Public Safety.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 4-0. Adjournment occurred at 8:56 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
AUGUST 8, 2024

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, August 8, 2024, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:15 p.m., followed by a pledge to the flag.

ROLL CALL:

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

Meeting Minutes: July 11, 2024 – Zoning Workshop
July 11, 2024 – BOS Workshop
July 18, 2024 – Business Meeting

Board Action:

It was moved by Vice-chair Jenaway, seconded by Supervisor Kenney, all voting "Aye" to approve the above Minutes. None opposed. Motion passed 5-0.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo said there was an Executive Meeting prior to this meeting to discuss matters of litigation.

CITIZEN BOARD VACANCIES:

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

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

Vice-chair Jenaway asked to modify the Consent Agenda adding an additional item, #7 for Appointments to Citizen Boards – Media Communications Board Young Adult, Historical Commission and EAC Young Adult Member.

Board Action:

It was moved by Vice-chair Jenaway, seconded by Supervisor Waks, all voting “Aye” to add #7 to the Consent Agenda. None opposed. Motion approved 5-0.

NEW BUSINESS:

A. SWEARING IN OF BLAINE LEIS AS ACTING DIRECTOR OF PUBLIC SAFETY/POLICE CHIEF:

Current Police Chief Tom Nolan announced that the Board of Supervisors selected Lieutenant Blaine Leis to replace him as the Acting Director of Public Safety/Police Chief. Chief Nolan said he’s known Lieutenant Leis throughout his entire career at Upper Merion and has worked closely with him these past few years subsequently learning about his amazing talents. Blaine has worked as both a Supervisor and a Command Officer in the Administrative Services and Emergency Management Division.

Next, Chief Nolan called Lieutenant Blaine Leis to the podium mentioning that Blaine started as a volunteer firefighter with the Gladwyne Fire Company in 1987. He rose through the ranks and is currently the Fire Chief at Gladwin. In 1988 he started in the EMS field when he joined Narberth Ambulance and was certified as an EMT in 1989 and as a paramedic in 1993. Blaine has served as a paramedic with numerous ambulance services throughout the region including the FBI tactical team in Philadelphia and with Central Montgomery County SWAT team. In addition, he served as a flight paramedic with Penn Star from 1999 until 2015. In 2006 Blaine was hired as a police officer for Upper Merion Township. He was a detective in special investigations unit from 2014 to 2016 then transitioned to a 12-hour detective position for two years. He was promoted to Corporal in 2018, in 2021 he was promoted to Sergeant and in 2023 he was promoted to Lieutenant and led the Auxiliary Services Division. Most recently Blaine led the Administrative Emergency Management Division and also served as the Acting Fire Chief of nine months before the arrival of Chief James Johnson.

Next District Judge Patrick Krouse administered the Oath of Office to Police Chief Leis. Blaine’s wife, Tanya pinned on his new badge alongside of their son Sam. Chief Leis thanked the Board and all his friends in the Police Department for supporting him.

B. PUBLIC HEARING - Business Improvement District Plan Renewal:

Solicitor John Walko commenced the public hearing on the renewal of the King of Prussia Business Improvement District (BID) renewal plan. The King of Prussia District is requesting a ten-year renewal of the organization, permissible under the current Ordinance. The King of Prussia District has served as a trusted marketing and economic development partner of the Township since 2010., This is a partnership that has brought incredible value to all residents and businesses in Upper Merion and helped raise and restore the profile of King of Prussia as the Philadelphia region’s premier suburban community to live, work, play and invest.

The BID is asking for a 10-year renewal of the Plan and also to be re-designated as the KOP Managing Agents Association for the district. In addition, the BID is asking the Board of Supervisors tonight to approve their plan as a final plan to be approved and submitted so they can proceed to their 45-day objection period, as is required under the Pennsylvania Neighborhood Improvement District Act.

Mr. Walko said if this plan is approved there will be a subsequent Ordinance change and he presented four (4) Board exhibits.

- 1) The KOP BID renewal information packet that was circulated to the properties and the required agencies for this hearing.
- 2) The proof of publication of tonight's hearing in the Times Herald Newspaper on July 21, 2024.
- 3) The proof of submission of the KOP BID information packet for public inspection to the Montgomery County Law Library on July 19, 2024.
- 4) The proof of the KOP BID information packet for public inspection to the Times Herald Newspaper for public inspection on July 19, 2024.

The KOP BID is represented by attorney Andrew Rau and at this time Mr. Walko turned the hearing over to him. Mr. Rau said he helped form the BID in 2010 with some advocates in the Business Community along with Township Officials. Through the Townships foresight and vision with the growth of the BID he noted that they are approaching their third 5-year term.

Mr. Rau said the renewal of the BID is important and they're hoping the Board approves the Plan as a final and the next procedural step would be to authorize advertisement so the Board could act on a renewal Ordinance on October 17, 2024. He explained that the reason for the long length between tonight's meeting and October's 17th meeting is under the statutes there is a 45-day objection period in case 40% of the district members object to the plan. They're also asking for a 10-year plan this time to create the ability to execute some of the bigger picture visions that are important to the Township. Mr. Rau then introduced Mr. Eric Goldstein, President & CEO of the BID, who will explain in more detail.

Mr. Goldstein thanked the Board for this opportunity and introduced his staff before his presentation. He said the Township created the KOP BID in 2010 as a response to the recession in 2007 and 2008 along with some concerns that property owners had at that time. During that period there were very high office vacancies with very low rents and property values with very little reinvestment back into those buildings. He mentioned there are very few suburban communities that create a BID, the overwhelming majority BIDs are created in urban areas, so the KOP BID was a unique experiment.

With that said Mr. Goldstein is pleased to report that the work of the King of Prussia District appears to have made a significant and positive difference in the fate and fortune of the Township because of the success of their work and the strength of their ongoing partnership with the Township. Then, he presented the plan of what the KOP BID wants to do in the next 10 years if they get the extension tonight. He said the BID's mission is to accelerate economic growth by making King of Prussia vibrant, attractive and prosperous. Their guiding principles are to inspire collaboration that strengthens the community, advocates for our stakeholders, elevates King of Prussia's profile, delivers a compelling vision for KOP's future and strives to increase property values.

Mr. Goldstein said the KOP BID's boundary includes Moore Park (formerly known as the KOP Business Park), the Village at Valley Forge, the area in and around the KOP Mall (Mall Blvd. & Goddard Blvd.), the entire Rt. 202 corridor, all of S. Gulph Road and Henderson Road. Also, in 2020 they expanded to add the Renaissance Corporate Park and the campus of GlaxoSmithKline along with the Discovery Labs.

There are 431 property owners in this boundary that pay about 3.1% mandatory fees to our organization on an annual basis, this is a millage which is approximately 3.1% of the total real estate tax bill. This includes commercial properties and multi-family residential apartment properties. He also mentioned that his organization directly invoices bills and collects payment, so it's not a tax it's an assessment fee from a legal perspective. The money collected goes towards their five programs, which are physical improvements, transportation, marketing & communications, land use & zoning and research & data analytics.

Mr. Goldstein went over the BID's accomplishments from 2011 to 2024. In transportation the Linear Park was probably the biggest transformation. This park covers about 2 miles in length on both sides of First Avenue, connecting all property owners from N. Gulph Road to Allendale Road. This project was about 7 years in the making and probably cost somewhere around 5 million dollars all funded by a grant. They also worked with the Township on the road diet for First Avenue, making it one lane in both directions and adding a middle turning lane to make it safer and also added bike lanes. Another transportation project they're working on now is the Moore Road Trail, which will be on both sides of the road, an extension of the Linear Park.

Mr. Goldstein mentioned they just finished a connectivity study in Renaissance Corporate Park where they are trying to improve the safety conditions for pedestrians, cyclists and motorists in this area. They made recommendations on enhancement of the intersection of Horizon and Renaissance, and to expand trails and sidewalks.

For land use and zoning their biggest accomplishment was the work they did with the Township back in 2014 to rezone the old suburban metropolitan district which was the KOP Business Park now called Moore Park into a mixed-use zone. The King of Prussia mixed-use district now enables property owners to develop multi-family residential there for the first time along with service retail. Then he showed pictures of Residential properties, 751 Sky and Park Square, which both were a direct beneficiary of the land use change. Next, he showed slides on the physical improvements they designed, constructed and maintain throughout Upper Merion with about 7 acres of landscapes mostly on road medians. The BID also did the gateway signage project at all the major gateways into and out of Upper Merion Township. They also put a lighted sign at the cul-de-sac at the end of Renaissance Blvd. connecting to Hughes Park train station area on the Norristown high speed line.

As for research & data analytics they annually produce a report for the community showing not only what they've done but it's a snapshot of how Upper Merion Township is performing across numerous categories, like offices, industrial retail housing market and general demographics, et cetera. They also send these reports to the media so when they report or write about Upper Merion Township they have the latest facts. In addition, every 5 years they produce a comparative location analysis in which they compare their work in Upper Merion to their 9 largest suburban competitors. They look at it from a tax perspective, the total tax burden on business of all types and sizes. Mr. Goldstein said throughout the years Upper Merion has become the third lowest tax burden, since the Township has not raised taxes, which is great for marketing purposes. He also said in 2020 they released their first state of rental and owner-occupied multi-family housing report for King of Prussia and are working on a new addition. This report will be completed in a few months and will now cover all housing in the Township, not just multi-family housing.

Next, he went over their research & data analytics saying they hired a consultant to help them with their largest community engagement project to date. The consultant will help us get input from the community, we identified six different audiences, employees, residents, Township Board of Supervisors, stakeholders and people that come to Upper Merion for dining and shopping.

Mr. Goldstein said they're in the process of surveying everyone on different things they like and don't like and what they'd like to see in the Township.

Mr. Goldstein spoke about marketing & communications and what his organization did to promote Upper Merion. They organized Food Truck Tuesdays, Block Party, Bright Bash (which is the release of their annual report), Igloo Garden on the Green and Wellness Wednesdays. They're invested in advertising and have ad campaigns like H-Q-K-O-P which is their effort to recruit Headquarter Locations to relocate to King of Prussia. He said they run these ad in the heart of Philadelphia, Center City to entice them to come to KOP. They also maintain a number of social media channels, three active websites and a newsletter that reaches ten thousand subscribers monthly. Mr. Goldstein said they do a lot of work in public relations in which they hire companies to help get messages out about stories or pitching stories and also as a direct outreach to writers, editors and publishers to raise the profile of King of Prussia.

Finally, he spoke about community partnerships Besides their program work they also do a lot to support the community. They have an annual food drive and their Igloo Garden on the Green raised almost \$40,000 since they started that event. He mentioned they have been supporting Children's Hospital for the past 10 years with their Restaurant Week which raised over \$424,000 for CHOP so far. They supported the Valley Forge Park Alliance with a \$75,000 contribution for the park's new headquarters location at the Maurice Stevens House on the Grand Parade in Valley Forge Park. They also host a First responders appreciation week where they serve two meals per day to try to get all the police, fire people and EMT's a chance to eat something during their different shifts.

Mr. Goldstein said they also work with the School District and believes there is a close tie between the success of the corporate community and the success of the quality of our schools. So, they have been donating grants to the teachers and students for the past few years totaling \$34,500 and will continue to do so. He mentioned they also support general community events like a sponsorship for Concerts Under the Stars, Upper Merion Crew, Baseball and Softball programs.

Next, he focused on the Preliminary Plan for 2025-2035 saying looking over the next 10 years there are some highlights of things they would really like to do and one is to continue to accelerate the H-Q-K-O-P Campaign along with any future campaigns designed to attract businesses to Upper Merion Township. They also intend to significantly expand the research and data analytics program, this is why they're seeking additional revenue in the next 10 years. They want to take their program from just the 5-year tax policy report to an annual program that can produce a lot of very useful data for the Township and Stakeholders.

Their third big focus is the continuation of building multi-modal trails, they have completed the Linear Park Trail and are now working on the Moore Road Trail and the N. Gulph Road Trail. By completing these trails, the BID, along with the Township, are hoping to connect both residential and commercial areas to the Circuit Trail, Schuylkill River Trail and the Chester County Trail. He talked about implementing the connectivity study from Renaissance Corporate Park to improve the pedestrian connections there and for Moore Park.

Finally, he closed by covering a couple of the financial aspects of the BID organization. Their Assessment Total for 2011-2024 is \$20,407,916.40 and their Total Budget was \$27,821,487.50 - is a difference of \$7,413,571.10. They were able to raise an additional 7.5 million dollars to support their general operation budget by corporate sponsorships, fee-based programs and management fees.

Before closing the hearing, the Board of Supervisors had some comments and questions, which were addressed by Mr. Goldstein and Mr. Rau.

Public Commit: None

With nothing else said and no public comment, Mr. Walko closed the Public Hearing for the Board to vote upon the Plan as presented. Mr. Rau said that will give them time to work on the Ordinance.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to approve the BID's tenure plan as final. Motion approved 5-0.

C. CONSENT AGENDA re:

1. Motion to approve the Budget Guidelines for the 2025 Operating and Capital Budgets.
2. Brownlie Road Culvert Replacement Project: Approval of Payment Application #1 in the amount of \$96,029.73 to G&B Construction Group, Inc. Feasterville-Trevose, Pennsylvania for contract services performed to date, as recommended by ARRO Consulting, Inc.
3. Resolution 2024-28 – Agreement to allow Chester Valley Deer Management Association to provide deer management services.
4. Release of Municipal Engineering Services RFP/Q.
5. Resolution 2024-29 – Amend 2024 Fee Schedule.
6. Professional Services Agreement – Pedestrian Bridge Assessment – Accept a proposal from Remington & Vernick Engineers to perform four (4) field assessments and inspections of Township owned pedestrian bridges as selected by the Director of Public Works at a cost not to exceed \$2662.53 per bridge as outlined in RVE's proposal dated 8/6/2024.
7. Citizen Board Appointment – Media Board Young Adult, Laura Lee Bonfonti, Historical Commission, John Moran and Environment Advisory Council, Allison O'Donnell.

Board Comment:

Supervisor Kenney asked Mr. Hamaday to explain Resolution 2024-28. Mr. Hamaday stated that Chester Valley Deer Management is a bona-fide organization with insurance to allow them to harvest deer on designated properties own by the Township. Since the Township has been receiving a lot of complaints regarding damage that the deer contribute to personal property and the danger they are to our road system, we hired this company to try to control the abundant deer population in our neighborhoods. This organization was recommended and have been working with Tredyffrin and Radnor Townships doing similar programs for several years.

Ms. Amanda Lafty, Assistant Township Manager said the reason the Township is going with a group like this is because the Township needs to do two years of an established hunting program before allowing a Cull. This is the first step before the Game Commission will let the USDA come into the Township to do a wide Cull, which is currently happening in Radnor and Lower Merion Townships.

This organization will provide the number of deer that they have harvested throughout the season and will be following all the regulated hunting laws. Then Supervisor Kenney asked if Valley Forge Park is or ever did this since three quarters of the park is in Upper Merion. Ms. Lafty responded that Valley Forge Park is currently participating in the USDA Cull like Lower Merion and Radnor are due to a lot of damage the deer have caused the past several years. So, by doing this they have been able to maintain the deer population at a lower level. This is another reason why we are trying to get this established this year so we could move forward if we see the need to do a Cull.

Next, Supervisor Kenney asked if there is a certain number or percentage of deer that this organization needs to harvest. Ms. Lafty said there isn't a hard number, this is a two-year program so they would have to see if less complaints and accidents are reported before they move forward. Mr. Hamaday stated that by doing this the Township can manage the hunting or harvesting on Township properties. This organization has to comply with the state gaming commission laws, so each hunter will have a limit based on state law. The advantage the Township will have is that they'll be able to control who and when the hunters can go onto our properties, they'll have designated times and can't setup on trial systems or playgrounds. He mentioned this is a safe way for the Township to manage the hunting instead of anyone going into a lottery. If local hunters want to join the Chester Valley Deer Management Organization they can apply and then be able to hunt in Upper Merion Township.

Supervisor Kenney also asked when will they be hunting and what time of day. Mr. Hamaday this will take place during hunting season, September through January and most likely be early mornings. Vice-chair Jenaway wanted to confirm that this would be archery only and Ms. Lafty responded yes. She also said she will be working closely with the organization to find out which parks or areas they will be at so she can let the Parks Department know plus they will post no hunting signs without a Township license.

Ms. Lafty was told by Mr. Grabuski, president of Chester Valley Deer organization that while he was surveying Township property some residents approached him inquiring what he was doing and he received a lot of positive comments from them about controlling the deer population. Then Supervisor Kenney asked if any portion of the hunted deer would be given to agencies to be used for food and Ms. Lafty responded the majority is donated to Food Banks and a small portion will be distributed among club members. Also, Mr. Walko stated that this program does not cost the Township any money.

Chairperson Garzillo said if any resident owning a large parcel of ground or wants to combine their property with their neighbors could have their property included in this program. If they're interested to contact Ms. Lafty and she will forward your information to the organization. Ms. Lafty said Mr. Grabuski is open to scoping their properties to see if it's feasible to include their parcel in this program.

Board Action:

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

D. BUSINESS TAX APPEAL SETTLEMENT – Cordray Corporation:
Consideration of a Business Tax Appeal submitted by Cordray
Corporation, King of Prussia, for the tax year 2023 in the amount of
\$609.00, which represents late filing fee and interest for the tax year.

Mr. Hamaday said when Cordray Corporation remitted their previous year tax return they filled out a change of address which Tri-State did not pick up on. So, the following year he received his tax packet late due to it going to the previous address. Since they were never late before Mr. Hamaday asked if the Board would abate the penalty and interest.

Public Comments: None

Board Action:

It was motioned by Supervisor Waks, seconded by Supervisor Kenney, motion carried 4-1 to approve waiving the late filing fee and interest for 2023 tax filing. Chairperson Garzillo opposed.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve the Accounts Payables for invoices processed from July 11, 2024 to July 31, 2024 and Payrolls dated July 5th and 19th of 2024 for a total of \$3,943,127.35. None opposed. Motion approved 5-0.

ADDITIONAL BUSINESS:

Supervisor Waks mentioned the Township acquired a parcel of land a few years ago that is adjacent to the Mullen tract and to Walker Park. He said in the coming years there will be an expansion of Walker Park where additional amenities will be coming soon.

Next, Vice-chair Jenaway read a weather report about tropical storm Debbie and said the Public Work's crew were cleaning drains in the Township so hopefully that will alleviate some water buildup on the roadways. He also mentioned due to the bad weather conditions this week the Police and Public Safety Department was unable to complete their National Night Out at Sweetbriar Shopping Center but it will be rescheduled at a future date.

In addition, as Vice-chair Jenaway mentioned earlier during this meeting, Fortune Magazine identified Upper Merion Township as the 2nd best place in the United States for families to live in 2024. He read their article which gave Upper Merion great accolades on why it's a great place to live with Silver Spring, Maryland coming in at number one.

Public Comments:

Mr. James Ramsey from 359 DeHaven Street said he's been talking to the Township Manager and Zoning Officer about a stormwater issue at his property for over a year and is has not been resolved. He's asking the Board for their help in sorting out this dispute which involves three properties. After a very long discussion the Board told Mr. Ramsey that he should hire a lawyer because this is a dispute between the neighbor, which involves multiple owners.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Supervisor Waks, seconded by Supervisor Philips, all voting "Aye" to adjourn the meeting at 9:22 pm. None opposed. Motion approved 5-0.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
ZONING WORKSHOP MEETING
SEPTEMBER 5, 2024

The Board of Supervisors of Upper Merion Township met for a Zoning Workshop Meeting on Thursday, August 1, 2024, in the Township Building. The meeting was called to order at 6:18 p.m., followed by a pledge of allegiance.

ROLL CALL:

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

CHAIRPERSON'S COMMENTS: None

DISCUSSIONS:

A. PROPOSED ZONING TEXT AMENDMENT – Data Centers:

The discussion tonight began with a proposed Zoning Text Amendment regarding Data Centers in the township. Chairperson Garzillo wants to clarify where Data Centers will be permissible if this ordinance is enacted. She said currently it's defined to zoning areas LI and HI and she wants confirmation it will be limited to those areas. She also mentioned about adding some language to the definition of Data Centers under section 165-5 definitions; what is the tipping point or threshold for constituting a data center from other establishments having a data center within their facility. In addition to section 165, she talks about the undifferentiated surfaces, that you need to have at least two design elements under 165 C page 2 and there's a list from A to F. She said under F states architecture features are determined satisfactory to the BOS, she asked if it means A to E and F is separate or is F one of the criteria for determining that.

Supervisor Philips said it should be three or more architecture features, you can change the building setback but it still looks like a box. Vice-chair Jenaway asked if these requirements are for new construction only and he also asked about renovations if they want to add a floor or two onto an existing building to make a data center.

Mr. Lash said the definition now does not distinguish between new and existing buildings. The developer would still have to go through the Conditional Use process for a data center. If they want to renovate an existing building it should not exceed 50 ft. in height, or exceed 40% of the net developable site and if it didn't have the existing type of façade treatments they would need to do something to that effect by submitting it through the Conditional Use process.

Mr. Waks asked about the parking requirements. Mr. Lash responded they require 1 space per 10 thousand sq. ft. of gross feasible area and the area dedicated offices should require 4 spaces per 1 thousand sq. ft. of gross feasible area. Previously the Township only had 1 space per 5 thousand now they're creating a ratio between the data center areas vs. the office areas. Next, Jarrett mentioned under C2 the building footprint should not exceed 40% of the net developable site. This means 40% can have impervious coverage in case of future use to that point which we discussed previously and the remaining 20% will go towards the green space requirements between LI and HI.

Vice-chair Jenaway asked about emergency generators. Jarrett said currently generators are allowed to exceed the noise limit between 9 am to 5 pm and asked if we should include a clause in an emergency if the power goes out during the night. Chairperson Garzillo said since the data centers will be limited to LI and HI areas they're not near residential homes so the noise should not be a problem.

Mr. Ed Campbell suggested the Township consider having smaller data centers since there are already smaller ones throughout the Township and you wouldn't have to limit the zoning area. He knows there is one at 3400 Horizon Drive which is about 22,000 sq. ft. and GSK also has a data center in their building as well as other businesses in the Township for their own personal data. So, he feels if we have smaller data centers the noise wouldn't be loud like they are in larger centers that are truly a Data Center, which stores information for other businesses.

Chairperson Garzillo asked Mr. Campbell which zoning districts would he consider and he responded SM1 area, which he believes there is already one there. Mr. Campbell mentioned having smaller data centers will be good use of empty buildings which can be converted, they have low traffic because there is only a few people working (monitoring Computers and Network Equipment) and the Township can cap their building coverage and height at 50 ft. Supervisor Kenney said the Township doesn't want a mega data center but thought they were considering larger ones. Mr. Campbell said if the Board wants Microsoft or Amazon to develop a 2-million-dollar center that would increase the value of that property and in return increase the School District and Township's tax base this would have to exceed the 50 ft. height restriction. Supervisor Kenney asked why can't they build it longer and wider instead of up and Supervisor Philips replied it's not efficient for them due to the wiring having to run horizontal instead of

vertical and Vice-chair Jenaway said the cable trays get heavier that way and they'll have to reinforce the roof.

So, after further discussions Mr. Campbell said having a Data Center Ordinance in place will distinguish Upper Merion from other communities and it would be an asset for the community tax base, receiving more taxes and not extra traffic. Chairperson Garzillo said she would like to see some comps about the increase and the value there would be from the tax base. She said there is a trade off between data centers and warehouses compared to other businesses, like an Entertainment Center in which we would receive LST payments from the 511 Business Tax but then there would be more traffic.

Next, Supervisor Kenney asked what is considered to be low and what would be the outside max that he envisions. Mr. Campbell responded between 85 to 120 ft. high, which would be about 5 floors tall. Then, there was a long conversation about the look of the building, windows and the surrounding grounds. Supervisor Philips mentioned if a company is taking over a property for a data center that already has 50% how do you get them to go back, by a variance or by conditional use, he stated he is not in favor of it.

Mr. Lash said the intent behind the previous conversation the Board had was that a typical development would have a warehouse with the parking spaces surrounding it. A Data Center would not require the same amount of parking, plus you would be able to see a much larger building on the same impervious coverage on that same site. So, by having the data centers in LI and HI areas was to keep it more in line with the character of other buildings in that area.

Then Mr. Lash said they have to relook at the definition to make sure that the Township is being inclusive of it, being focused on the primary use of a data center and it not being an accessory to the business operation. He also mentioned he will research some examples that he heard previously about the ratable for data centers and what it looks like in communities that have seen them come in and how it has affected the land value in areas that have data centers. Jarrett believes the 50 thousand square foot mark is accurate and said this was drafted with large data centers in mind.

Mr. Lash mentioned not only will he look at LI and HI areas, he will also look into SM1 area that Supervisor Philips suggested. He said if they maintain the same dimensional requirement, 40% and 50 ft. high as it's written right now, then how many of those will be able to exceed 50 thousand square feet based on the two story maximum that they've been seeing. This will give them an indication on how many are really in those areas and in which case we could amend point C in this, that Conditional Use process and procedures for data centers that exceed 50 thousand square feet.

Then, for the smaller warehouse that is 50% building coverage but only 40 thousand square feet, would be able to do the interior fit out without having to go through the Conditional Use process.

In addition, they can draft that the Conditional Use is more stringent and it has the 40% coverage for only data centers over 50 thousand square feet and for smaller data centers it can be more about the architecture appeal to make sure it's in line with community character.

Public Comments: None

Board Comments:

Supervisor Waks said the Community Advisory Board wants feed back on whether or not a community association like the Valley Forge Towers or Rebel Hill can use a meeting room once a year at the Community Center for their yearly meeting, even though the owner of the Towers or HOA is not located in Upper Merion. Supervisor Philips said it not for the owner of the building or HOA it's for the people in that community which are residents of Upper Merion. So, the Board agreed that they can use a room once a year without charge, for all other meetings they would have to pay the fee.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Phillips, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 5-0. Adjournment occurred at 7:08 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
WORKSHOP MEETING
SEPTEMBER 5, 2024

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Monday, September 5, 2024, in the Township Building. The meeting was called to order at 7:34 p.m., followed by a pledge of allegiance.

ROLL CALL:

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

CHAIRPERSON'S COMMENTS: None

DISCUSSIONS:

A. RENTAL HOUSE INSPECTION PROGRAM:

Ms. Amanda Lafty, Assistant Township Manager, stated that Township Staff is looking into implementing a Rental House Inspection Program similar to what other municipalities have started.

She met with the Codes Department, Fire Chief James Johnson and Fire Marshal Bill Daywalt to get their input and address concerns. Most of the neighbors' concerns are about where the renters are parking their cars, fences not being properly setup, etc. Mr. Hamaday mentioned since the Township will be doing this in house by Joanne Lawlor our Codes Maintenance Officer, they tried narrowing it to property maintenance and life safety issues. He said after hearing some comments from the Board of Supervisors, they believe using a third-party inspection for electrical, plumbing, heating and air-conditioning would take some of the burden off the Codes Department. They feel it would be better to put the responsibility onto the property owners to get the third-party inspection done for the major items either every year or every two years, whatever the Board decides.

Supervisor Philips asked how other municipalities are handling rental inspections. Mr. Hamaday responded so far four or five townships have gotten back to them and said they require the property owners to get the inspections like Darby, Plymouth and Montgomery to name a few. By having the owners hire an inspection company takes the burden off the Township and makes it easier for the owners because they can schedule the inspection at their convenience.

Next, Mr. Hamaday asked if the Township should require an electrical inspection every year or just every two years to go along with the Township's inspection. Supervisor Philips said they should inspect it every time a new tenant moves in and Mr. Hamaday said if they go with every 2 years it would get inspected every other year regardless how long the tenant lives there. Then, Chairperson Garzillo asked if every 2 years was feasible for the Township and Ms. Lafty mentioned there are about 500 properties to be inspected between houses (single or attached), apartments and condos. So, if they did 250 per year on a rotation basis this would be the most manageable way for our Codes Department to handle them.

Mr. Hamaday also mentioned that they're still looking out what the fee should be each year for the property owners. Ms. Lafty said they're looking at what other municipalities are charging and what's included with their fee. We're thinking about \$250.00 per year, which would include the original inspection with one reinspection in case the property failed something and maybe an additional \$50.00 for any further inspections if needed or if they missed their appointment and made the Township reschedule.

Ms. Lafty mentioned she was at a Consortium Meeting in which they talked about affordable housing and one of the discussions was about having a rental program. If the Township has a rental program it is able to track the rental prices and what's being done in their Township. So, after having a discussion with the Township Manager, she added the Unit Information section to the Board's rental inspection packet. She said this will be able to help them find out the size of the unit, how much they're charging and what kind of rental housing inventory we have in our community currently. Amanda also spoke to Township Planner about this and he would like to know what type of units there are here, their size and the rent amount for each type. In addition, she spoke to the Public Safety Department and they want to know who lives there and to have contact information for them in case there is an issue and the number of tenants in case of a fire or an emergency. She also added a section for Property Managers in case a third party is managing the property.

Next, Ms. Lafty told the Board the application would include links to our resources for the owners or property managers to look at, like our Ordinance and Property Maintenance Code as well as the International Fire Code. Supervisor Philips thought we already had this Ordinance and Mr. Hamaday replied that we only have it for apartment buildings not individual rental properties. Ms. Lafty said she been working with Public Safety & Codes to figure out how to integrate the private rentals into our Ordinance. Should we have two separate Ordinances or have separate sections within the original Ordinance without it becoming convoluted. In some incidents it can become confusing if someone from the Valley Forge Towers rents out their condo, now that becomes a private rental, which is different from the Valley Forge Apartment rentals.

Supervisor Philips wanted to confirm that the Township is doing this to capture the houses and condos being rented and to make sure they are up to code. Supervisor Philips also asked what was the residents' concerns regarding fencing. Mr. Hamaday replied if a fence starts to lean into public way it becomes a public safety hazard and if it leans towards your neighbor's property then it's a dispute between the neighbors. Then, Supervisor Philips asked if the Township can include vacant properties that aren't cared for into the Ordinance, Mr. Hamaday said for the properties that have overgrown grass and the owners don't reply to the notice and citation the Township will cut the grass to keep it under control and if the owner doesn't reimburse the Township we will put a lien on that property.

Chairperson Garzillo would like to include on the rental inspection form in the Owner Tenant Section, that when or if there is a change in tenant during the middle of the 2 year process the owner will give the Township the new names of their tenants. Also, she would like the lease dates included on the form, not only when it starts but for how long with the lease expiration date, Amanda said she will update the form to include both. Then, Tony asked the Board if they agreed to the 2-year inspection cycle and mentioned if the owner didn't use their free second inspection during that term it can be applied to the new tenant inspection. Supervisor Philips feels it's good to inspect before a new tenant moves in so they're not stuck with any issues the previous tenant was dealing with.

Supervisor Waks asked how the Township was going to handle short term leases like Airbnb's that rent their property. After some discussion about cost and the time it would take they decided short term leases or rentals less than 31 days will follow the Ordinance for Airbnb's and will be inspected once a year. Then they talked about plumbing inspection falling under third-party inspection, making sure everything flushes, spickets and drains run smoothly and the sewer vent is visible from the street. Mr. Hamaday said hot water heaters will go under HVAC inspections and Ms. Lafty mentioned the Township is requiring carbon and smoke detectors outside each separate sleeping area and in the immediate vicinity of each bedroom. Amanda also wants to include a clause if the inspector notices anything that isn't to our code like a fence violation or balcony issue.

Then there was a discussion about alarm systems and fire sprinklers. The Board decided they're not requiring a burglar system but if a rental unit has a sprinkler system then it must be operable to pass inspection. Next, they talked about roof inspections stating there can't be any leaks or signs of mold in the roof area or anywhere else in the house to pass inspection. It was noted that dryer vents must be vented to the outside to pass.

Ms. Lafty said she will clean up the checklist and start working on the Rental Ordinance and mentioned they should be able to start the first round of inspections in the Fall of 2025. She said this will give them a year to create the Ordinance and time to advertise. It also gives the Codes department more time before starting inspections after the spring and summer rush for new buildings, additions and pool permits.

Supervisor Kenney asked how the Township will find the properties that are being rented. Mr. Hamaday replied that they'll check the Business Tax list for Licenses and any permits that are submit to Codes. In addition, Ms. Lafty said staff will research ads for available rentals in Upper Merion to make sure they're registered.

Public Comments: None

B. BUSINESS MEETING AGENDA REVIEW:

Mr. Hamaday said the agenda is not complete and will be finalized at the Chairman meeting on Monday. Then he mentioned Mr. Billy Gallagher's lawyer called saying they're going to fight about the value PECO offered for the compensation on condemning the Gallagher tract and ask if the Township received any plans from PECO which was a negative.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Philips, seconded by Vice-chair Jenaway, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 5-0. Adjournment occurred at 8:27 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

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

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, September 12, 2024, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:11 p.m., followed by a pledge to the flag.

ROLL CALL:

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

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo said there was an Executive Session prior to this meeting to discuss real estate matters. Then she mentioned the passing of Pastor George Searfoss saying the Upper Merion community suffered a big loss with today. He will be known for his compassion, generosity and for serving our community, he will be greatly missed.

Chairperson Garzillo also talked about the deer management program, the Township adopted which will start on September 21st. The program is through Chester Valley Deer Management Association and involves limited and control bow hunting on certain parcels throughout the township that are owned by the Township. Residents within 500 feet of Township owned property will receive letters explaining the parameters of the program. Hunting will take place only during hunting season and this is not open to the public. After receiving complaints from residents regarding deer related incidents, the Township researched several options to assist in reaching a stable deer population. More information can be found on the township website under the environment tab, Deer Management page.

CITIZEN BOARD VACANCIES:

Chairperson Garzillo gave an update on current Citizen Board vacancies.

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

NEW BUSINESS:

A. CONSENT AGENDA re:

1. Presentation and acceptance of the Township's 2025 Financial Requirements and Minimum Municipal Obligation (MMO) in the amount of \$2,500,582 for the Police and \$759,840 for the Non-Uniform Pension Plans.
2. Brownlie Road Culvert Replacement Project: Approval of Payment Application No. 2 in the amount of \$93,263.40 to G&B Construction Group, Inc. Feasterville-Trevoise, Pennsylvania for contract services performed to date, as recommended by ARRO Consulting, Inc.
3. Brownlie Road Culvert Replacement Project: Approval of Payment Application No. 3 in the amount of \$149,382.00 to G&B Construction Group, Inc. of Bethlehem, Pennsylvania for contract services completed to date, as recommended by ARRO Consulting, Inc.
4. Public Safety Capital Equipment Purchase – Authorization to purchase the following through any State/Co-stars or Cooperative Program:
 1. 2024 Ford F350 Emergency Services vehicle & fit out - \$78,228.06
 2. 2024 Polaris UTV w/rescue equipment & water tank - \$56,447.73
 3. Homaltro Pentheon Rescue System Tools - \$16,910.00
5. Financial Escrow Security Release No. 4 – Stonebrook at Upper Merion Phase 3 - Approval of Escrow Release No.4 in the amount of \$323,536.00 for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
6. Financial Escrow Release No. 1 - Mancill Mill Road Company. Approval of escrow release No. 1 in the amount of \$1,172,512.50 for the completion of required site improvements to date as part of the land development project as recommended by the Township engineer.
7. Approval to provide reimbursement to the King of Prussia District (BID) with funds from the Redevelopment Assistance Capital Program (RACP) grant for the First Avenue Linear Park Project up to \$1,000,000.
8. Fire Department/EMS Fleet Evaluation - Approval of proposal from Emergency Vehicle Response to study the Fire/EMS apparatus and equipment in the amount of \$24,800.00.
9. Vehicle Camera Contract - Verizon Connect – Approval of a contract with Verizon Connect for the installation of vehicle dash cams and monthly service in 12 Fire/EMS vehicles at a monthly cost of \$632.40.
10. Balligomingo PS & Trout Run WPCC Pump Replacement Project: Award of the General Contract to DESCCO Design & Construction, Inc. of Lancaster, PA in the amount of \$671,903.00 and award of the Electrical Contract to Brendon

Stanton, Inc. of Montgomeryville, PA in the amount of \$84,100.00, as recommended by the Project Consultant.

11. First Avenue Linear Park Phase 2 Project: Approval of Invoice No. 18 in the amount of \$962.22 to RK&K, LLP of King of Prussia, PA for construction inspection services performed to date, as recommended by the Director of Public Works.
12. Family Entertainment/Sport Venue Study - Approval of proposal from Ewing Cole for a family entertainment/sporting event venue study within the Township in the amount of \$46,200 utilizing General Fund Reserve funds.
13. Resolution 2024-30 – Disposition of Township Police Records. Authorization to dispose of Township Police Records as described in said resolution in accordance with the PA Municipal Records Act.
14. Citizen Board Appointment – Community Center Complex Advisory Board Young Adult member, Sydney Marchese.

Public Comments: None

Board Action:

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

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting “Aye” to approve the Accounts Payables for invoices processed from August 1, 2024 to September 4, 2024 and Payrolls dated August 2nd, 16th and 30th of 2024 for a total of \$7,836,042.49. None opposed. Motion approved 5-0.

ADDITIONAL BUSINESS:

Vice-Chair Jenaway mentioned over the past few weeks the Board had the opportunity to participate in some state conversations about Economic Development along with approximately 25 Township Officials from around the State, PSATS and DCED. The discussions centered on the desired economic development aspect in the 6 regions of Pennsylvania and said there are grant programs and initiatives that the State is working towards to enhance the economic opportunity within these regions. He said Upper Merion has to stay informed to when these grants will be available and how the other 5 regions will be getting initiatives for and how we can parley into that to benefit us as well.

Next, Vice-Chair Jenaway said on September 11th he along with 15 other people from all over Pennsylvania representing their municipalities in excess of 10,000 population with Upper Merion and about 3 other municipalities having over 35,000 in population met to discuss land use. There are proposals in both the House and the Senate to take away local control of determining zoning of residential properties. This brings major concerns to all the municipalities that the State Officials are not listening to the locals on what the impacts are, also there is a Federal initiative in this as well. He feels this will not benefit Upper Merion Township.

Then, Vice-Chair Jenaway spoke about warehousing and how we are ahead of other municipalities because we already zoned areas for warehouses. He mentioned Upper Merion has been proactive in redefining our zoning districts over the past few years on what can and can't go in certain districts and what's compatible between districts. Also, another item they talked about is Public Safety in which Upper Merion already addressed in our 5-year Comprehensive Plan.

Chairperson Garzillo mentioned Upper Merion has two Fall Festivals in October, the first one is the Annual Community Fair & Fall Fest at Heuser Park on October 5th from 12 pm to 4 pm. The other Fall Fest will be held at Nor-view Farm on the remaining Saturday's in October from 10 am until 6 pm on October 12th, 19th and 26th. Prices for children are \$12.00 and adults are \$7.00. If you come dressed as a farmer, cowboy or cowgirl you will receive \$2.00 off your admission. In addition, the Farmer's Market will be held on Friday nights during October from 6 pm until 10 pm at the Farm since both Fall Fests will be held on Saturdays.

Public Comments:

Resident Mr. Tim Hoover from 256 Anthony Road has lived in King of Prussia for 40 years and has always been involved in the community. He said his property backs up to Walker Field and the Mullen Track and was happy when Montgomery County Open Space purchased the Mullen Track 20 years ago so it couldn't be developed further. It's a nice piece of land with some baseball fields and a playground which is relatively quiet. His fear is by putting tennis/pickleball courts at this location it will change the character of the neighborhood. There will be additional noise from the pickleball, additional traffic going through the cul-de-sac and a loss of green buffer in the open space when you take away the forest for the tennis courts. He asked the Board who is responsible for the development of the plans because he hasn't been able to find any information on it and would like more information about the plans.

Chairperson Garzillo said this plan moved very quickly because the School District wanted to have Tennis Courts for the school season this year and the Board is trying to setup a joint meeting with the School District. She said the tennis courts will be located on the old Damiani site next to the Turnpike and there will be a walking pass for the students to come down from the school to access the courts. She also said there will be no lights and when the school is not using the courts they will be open for public use.

Supervisor Waks mentioned that the materials used for pickleball have become better made and they are not as noisy. Mr. Hoover said he would like the Board to plant some trees and bushes as a buffer to absorb any excess noise.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Vice-chair Jenaway, seconded by Supervisor Philips, all voting "Aye" to adjourn the meeting at 7:49 pm. None opposed. Motion approved 5-0.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

CITIZEN BOARDS/COMMISSIONS VACANCIES
AS OF OCTOBER 17, 2024

Current Vacancies:

Community Center Advisory Board	- 1 Vacancy
ECDC	- 2 Vacancies
ECDC Young Adult Member	- 1 Vacancy
Farmers Market Young Adult	- 1 Vacancy
Human Relations Commission	- 1 Vacancy (Alternate)
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
Upper Merion Historical Commission	- 1 Vacancy
UM Historical Comm Young Adult	- 1 Vacancy
Zoning Hearing Board Alternate Member	- 1 Vacancy

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

A proclamation proclaiming October 2024 Fire Prevention Month in Upper Merion Township and expressing support for our Fire & EMS Department for their dedicated work for the citizens and visitors of our Township.

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

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

Whereas, according to the National Fire Protection Association, fire departments in the United States responded to over 330,000 fires in single and multi-family homes which resulted in over 12,000 injuries to citizens; and

Whereas, NFPA announced, "Smoke Alarms – Make Them Work for You!" as the theme for Fire Prevention Week, October 6-12, 2024. The theme reinforces the critical importance of having working smoke alarms in the home; and

Whereas, NFPA data, indicates today's homes burn faster and hotter than they used to, minimizing the amount of time people have to escape safely; and

Whereas, the Upper Merion Township Fire & EMS Department and the American Red Cross, through an established partnership, since 2019 has installed over 2,400 smoke alarms inside resident's homes within the Township; and

Whereas, smoke alarms should be installed inside every sleeping room, outside each separate sleeping area, and on every level of your home; and

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

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

Be it resolved by the Board of Supervisors for Upper Merion Township, Montgomery County, Pennsylvania, this 17th day of October 2024.

ATTEST:

Anthony Hamaday, Township
Manager/Secretary

Tina Garzillo, Chairperson

PROCLAMATION

WHEREAS, JAMES GALLAGHER moved to Upper Merion Township and in 1992 joined the King of Prussia Volunteer Fire Company; and

WHEREAS, from 1983 to current James has been an instructor at the Montgomery County Fire Academy; and

WHEREAS, he has received multiple unit citations and heroism commendations in both Norristown and Upper Merion Township; and

WHEREAS, James was the recipient of the Firefighter's Association of the State of PA "James Pentz Instructor of the Year" award in the year 2000; and

WHEREAS, he has also received multiple awards from the King of Prussia Volunteer Fire Company over the years. While with the King of Prussia Fire Company he wore many hats. In 1994 he was elected Assistant Chief, Deputy Chief in 1996, and in 2013 became Chief. James also served as Deputy Chief Upper Merion Township Fire and EMS in 2019; and

WHEREAS, tonight he was awarded the prestigious Bernard Gutkowski Sr. Firefighter of the Year Award

NOW, THEREFORE, BE IT PROCLAIMED, that the sincere appreciation of the Board of Supervisors of Upper Merion Township, is hereby extended to **JAMES GALLAGHER**, upon his retirement as Chief of the King of Prussia Volunteer Fire Company. We thank you for your service to our community.

PROCLAIMED, this 17th day of **October, 2024**, by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

ANTHONY HAMADAY
TOWNSHIP MANAGER

TINA GARZILLO
CHAIRPERSON

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING THE CODE OF UPPER
MERION TOWNSHIP AT PART 1, “ADMINISTRATIVE
LEGISLATION,” CHAPTER 7, “BUSINESS
IMPROVEMENT DISTRICTS,” BY AMENDING AND RE-
ENACTING THE CHAPTER.**

WHEREAS, the Board of Supervisors for the Township of Upper Merion has previously adopted and approved a neighborhood improvement district, establishing the “King of Prussia Business Improvement District” (“District”), and designating the King of Prussia Business Improvement District, Inc. as the designated Neighborhood Improvement District Management Association, including prior renewal proceedings; and

WHEREAS, following a review of the District and the programs and services provided by the King of Prussia Business Improvement District, Inc., the Board of Supervisors for the Township of Upper Merion wishes to approve the District for an additional ten year term with updated plans and authorizations.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors for the Township of Upper Merion and it is hereby ordained and enacted by the authority of the same, to wit:

1. **Deletion, Replacement and Reenactment of Chapter 7.** The Upper Merion Township Code, at Part 1, “Administrative Legislation,” Chapter 7, “Business Improvement Districts,” is deleted in its entirety and replaced by the following:

Chapter 7. Business Improvement Districts

§7-1. District Establishment and Renewal.

A. In accordance with the Neighborhood Improvement District Act (“Act”) (73 P.S. §831 et seq.), the “King of Prussia Business Improvement District” (“District”) was initially established by the Township in the adoption of Ordinance No. 2010-791 on May 27, 2010; was re-enacted and approved for an additional five year term effective May 27, 2015 through May 27, 2020 in the adoption of Ordinance No. 2014-831; and was further

re-enacted and approved for an additional five year term effective May 27, 2020 through May 27, 2025 in the adoption of Ordinance No. 2019-864.

B. By the terms of the further approved amendments to Part 1, “Administrative Legislation,” Chapter 7, “Business Improvement Districts,” now enacted by this Ordinance, the District is now hereby approved for an additional ten year term, effective May 27, 2025 through May 27, 2035, subject to the updated plans and authorizations set forth in this Ordinance.

§7-2. Neighborhood Improvement District Management Association Designated.

The King of Prussia Business Improvement District, Inc., a Pennsylvania nonprofit corporation with offices currently at 234 Mall Boulevard, Suite 150, King of Prussia, PA 19406, is hereby re-designated as the Neighborhood Improvement District Management Association for the District under both the original and prior renewal terms of the District, and the ten year renewal term approved herein.

§7-3. Preliminary plan approved; assessment fee.

A. The Board of Supervisors hereby approves the preliminary renewal plan for the District set forth in Exhibit A attached hereto and the plan is hereby made final. The King of Prussia Business Improvement District, Inc. is granted the power to assess property owners within the District a special property assessment fee. Invoices for all property owners (existing and new) shall coincide with the initial calendar year of January 1, 2025, and shall then issue for each additional calendar year following during the renewal term.

B. The assessment of properties within the Neighborhood Improvement District shall be determined by multiplying the total assessed value of each property, as determined by the Montgomery County Assessors Office, by the BID assessment rate.

1. The BID assessment rate authorized and in effect for the January 1, 2025 annual invoices, and through to and including the January 1, 2029 annual invoices, shall be .00098 mills.

2. The BID assessment rate authorized and in effect for each annual invoice issued beginning with the January 1, 2030 invoices, through to and including the January 1, 2035 invoices, shall be set annually by the BID Board of Directors, in that Board’s discretion, subject to the limitation that annual millage increases, if any, shall not exceed the prior June-to-June 12 month percentage increase in the Philadelphia-Camden-Wilmington Consumer Price Index for All Urban Consumers (CPI-U), as set by the U.S. Bureau of Labor Statistics.

§7-4. Collection Authority.

The King of Prussia Business Improvement District Inc. shall be responsible for the collection of annual assessment fees, unless the organization requests that those

responsibilities be handled by the Township. Any necessary liens for nonpayment of property assessment fees shall be imposed as set forth in the Act.

§7-5. Termination and Extension.

The District shall terminate on May 27, 2035, unless the Township extends the term. The Township may reenact or amend this article, and extend or approve additional terms, not less than five years in length, following a review of the District and the programs and services provided by King of Prussia Business Improvement District, Inc., within the District.

§7-6. Documents on file.

The Township Manager's office shall keep on file the document referred to as Exhibit A in §7-3 of this chapter, and all accompanying documents referenced in Exhibit A, and shall make them available for inspection by the public during regular office hours.

2. Repealer.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

3. Revisions.

The Upper Merion Township Board of Supervisors does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its ordinance, including this provision.

4. Severability.

In the event that any section, sentence, clause, phrase or word of this ordinance shall be declared illegal, invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

5. Effective Date.

This Ordinance shall become effective five (5) days after date of adoption, and establishes a ten year renewal of the District for the period of May 27, 2025 through May 27, 2035, except that the next renewal invoices for all property owners in accordance with the plans shall coincide with the calendar year of January 1, 2025, in accordance with the initial BID assessment rate and millage authorized herein by § 7-3 of this Ordinance.

6. 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 of future enforcement hereunder.

ENACTED and ORDAINED by the Board of Supervisors of Upper Merion Township,
Montgomery County, Pennsylvania, this _____ day of _____, 2024.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____

By: _____

EXHIBIT “A”



KING OF PRUSSIA DISTRICT

Board of Directors

Cheryl Gebeline-Myers, Chair
Middleman Family Pavilion, CHOP-KOP

Eric Davies, CHA, Vice Chair
Wurzak Hotel Group

Lea Anne Welsh, Past Chair
Korman Communities

Richard Kubach, Treasurer
Kubach Management, LLC

Robert Hart, Secretary
Simon Property Group

Ronald Bailey
Valley Forge Casino Resort

John Bown III
Industrial Investments, Inc.

Michael Brookshier
Keystone Development + Investment

Audrey Greenberg
Center for Breakthrough Medicines

Anthony Hamaday
Upper Merion Township

Andrew Horning
Bala Consulting Engineers, Inc.

Peter Karakelian
The Autowash Group, Inc.

Joseph Mancuso
CBRE Global Investors

Carol McCoy

David McManus
The Westover Companies

Steven M. Powell
Kravco Company

Suzanne Ryan
PECO

Kathy Sweeney-Pogwist
Brandywine Realty Trust

Eric T. Goldstein
President & CEO

July 1, 2024

RE: Renewal of the King of Prussia Business Improvement District

Dear Upper Merion Township Property Owner:

Enclosed please find an information package regarding the proposed renewal of the King of Prussia Business Improvement District (King of Prussia District). King of Prussia District was created for an initial five year term in 2010 by Upper Merion Township Municipal Ordinance to improve the business climate in King of Prussia, and subsequently renewed for additional five-year terms in 2015 and again in 2020.

King of Prussia District is requesting a ten-year renewal of the organization, permissible under the sunset and amendment provisions of the current Ordinance. In light of this request, Upper Merion Township will hold a public meeting and hearing on August 8, 2024 at 7:30 PM at the Township Building located at 175 W. Valley Forge Road, King of Prussia, PA 19406. At the meeting, representatives from King of Prussia District will provide an overview of the results of King of Prussia District's programs and services to date as well as the Renewal Plan for the 2025-2035 requested extension.

We hope you will be able to attend!

Eric Goldstein
President & CEO

Cheryl Gebeline-Myers
Chair, Board of Directors

Encl. *Partnership for Smart Growth in Upper Merion Township* (Renewal Plan) and King of Prussia District Bylaws



**KING OF
PRUSSIA
DISTRICT**

Partnership for Smart Growth in Upper Merion Township

2025-2035 BUSINESS IMPROVEMENT DISTRICT REAUTHORIZATION

Eric Goldstein
President & CEO

Cheryl Gebeline-Myers
Chair, Board of Directors

234 Mall Boulevard, Suite 150
King of Prussia, PA 19406

VisitKOP.com

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Proposed Budget & Renewal Request

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A Word From Our Board Chair & CEO

Since our founding in 2010, King of Prussia District has worked hand in hand with Upper Merion Township, and the 431 assessed property owners within our boundary, to accelerate economic and job growth in Upper Merion Township. Our five-program plan has addressed challenges that cut at the heart of the Township's ability to remain vibrant and sustain the funding necessary to preserve the levels of service residents and businesses have come to expect of Montgomery County's economic engine. In the past, those challenges included the recovery from the 2007/2008 recession that negatively impacted the KOP office market, and the COVID-19 pandemic that presented a severe challenge for the restaurant, retail and hospitality industries, among others.

To address these challenges and more, King of Prussia District focuses on Marketing & Communications, Research & Data Analytics, Physical Improvements, Land Use & Zoning and Transportation programs to create a vibrant, attractive and prosperous community. Our work has served as a catalyst for, and helped shape, a \$5B economic development boom since 2010 that brought dozens of headquarters back to the Township, filled hundreds of thousands of square feet of previously vacant office space, added 600,000 SF of new retail, numerous hotels, dozens of restaurants, thousands of new and diverse residential units and added a wide variety of new medical and life science companies.

King of Prussia District has served as a trusted marketing and economic development partner of the Township since 2010. This is a partnership that we believe brought incredible value to all residents and businesses in Upper Merion and helped raise and restore the profile of King of Prussia as the Philadelphia region's premier suburban community to live, work, play and invest.

This renewal plan, *Partnership for Smart Growth in Upper Merion Township*, documents our organization's accomplishments and lays out a broad outline of our plans for the next ten years. Based upon our performance since 2010, and our desire to continue to partner with Upper Merion Township to fulfill our mission and realize our vision, we respectfully request that the Upper Merion Township Board of Supervisors continue to support our work by extending the King of Prussia Business Improvement District for a term of ten years (2025-2035).



Eric Goldstein
President & CEO



Cheryl Gebeline-Myers
Chair, Board of Directors

Board of Directors

CHAIR

Cheryl Gebeline-Myers

Middleman Family Pavilion, CHOP-KOP

VICE CHAIR

Eric Davies

Wurzak Hotel Group

TREASURER

Richard Kubach

Kubach Management, LLC

SECRETARY

Bob Hart

Simon Property Group

PAST CHAIR

Lea Anne Welsh

AVE by Korman Communities

Ronald Bailey

Valley Forge Casino Resort

John Bown III

Industrial Investments, Inc.

Michael Brookshier

Keystone Development + Investment

Audrey Greenberg

Center for Breakthrough Medicines

Anthony Hamaday

Upper Merion Township

Andrew Horning

Bala Consulting Engineers, Inc.

Peter Karakelian

The Autowash Group, Inc.

Joseph Mancuso

CBRE Global Investors

Carol McCoy

Retired

David McManus

The Westover Companies

Kathy Sweeney-Pogwist

Brandywine Realty Trust

Steven Powell

Kravco Company, LLC

Suzanne Ryan

PECO

MISSION

King of Prussia District accelerates economic growth by making King of Prussia vibrant, attractive and prosperous.

VISION

King of Prussia is Greater Philadelphia's economic powerhouse and premier location for community and commerce.

GUIDING PRICIPLES

- >> Inspire collaboration that strengthens community.
- >> Advocate for our stakeholders.
- >> Elevate King of Prussia's profile.
- >> Deliver a compelling vision for King of Prussia's future.
- >> Strive to increase property values.

CORE VALUES

Progressive

We realize opportunity, challenge convention and pursue our vision with passion.



Determined

We strive for excellence, produce with purpose and inspire collaborations that strengthen community.



Fun

We value humor and personality as much as accomplishment, create extraordinary experiences and have fun while we get sh*t done!

Staff

Eric Goldstein

President & CEO

Rachel Ammon

Director, Marketing & Communications

Chris Basler

Director, Capital Projects & Planning

Julie DeMasi

Manager, Finances & Administration

Qi Guo

Manager, Research & Data Analytics

Shauna Sanchez

Content Marketing Manager

Lauren Sliva

Events Manager

PROGRAMS



Physical Improvements

LEARN MORE 

From signage to landscaped medians along some of King of Prussia's most visible and highly-traveled corridors, King of Prussia District manages design, construction and maintenance of landscapes that enhance KOP's aesthetic.

Land Use & Zoning

LEARN MORE 

King of Prussia District works closely with the Township and County to develop strategies for a comprehensive and cohesive forward-thinking vision for KOP's future.

Research & Data Analytics

LEARN MORE 

King of Prussia District conducts data-driven research to analyze performance of the King of Prussia market, inform thoughtful change and provide valuable information to stakeholders, elected officials, developers, investors and the general public.



Transportation

LEARN MORE 

King of Prussia District is dedicated to making life flow in KOP, effecting game-changing transportation solutions that enhance vehicular, pedestrian, bicycle and public transportation access.

Marketing & Communications

LEARN MORE 

Committed to keeping KOP in the spotlight and building on its reputation as one of America's great edge cities, King of Prussia District executes robust marketing and advertising campaigns and produces award-winning events and activations throughout the year.





2024 Report to the Community

In March 2024, King of Prussia District released our all-digital 2024 Report to the Community, tracking the progress of our programs and showcasing KOP's transformation. The report illustrates King of Prussia's commercial real estate, hospitality, retail, healthcare and life science performance and features the community's growing workforce and residential population.

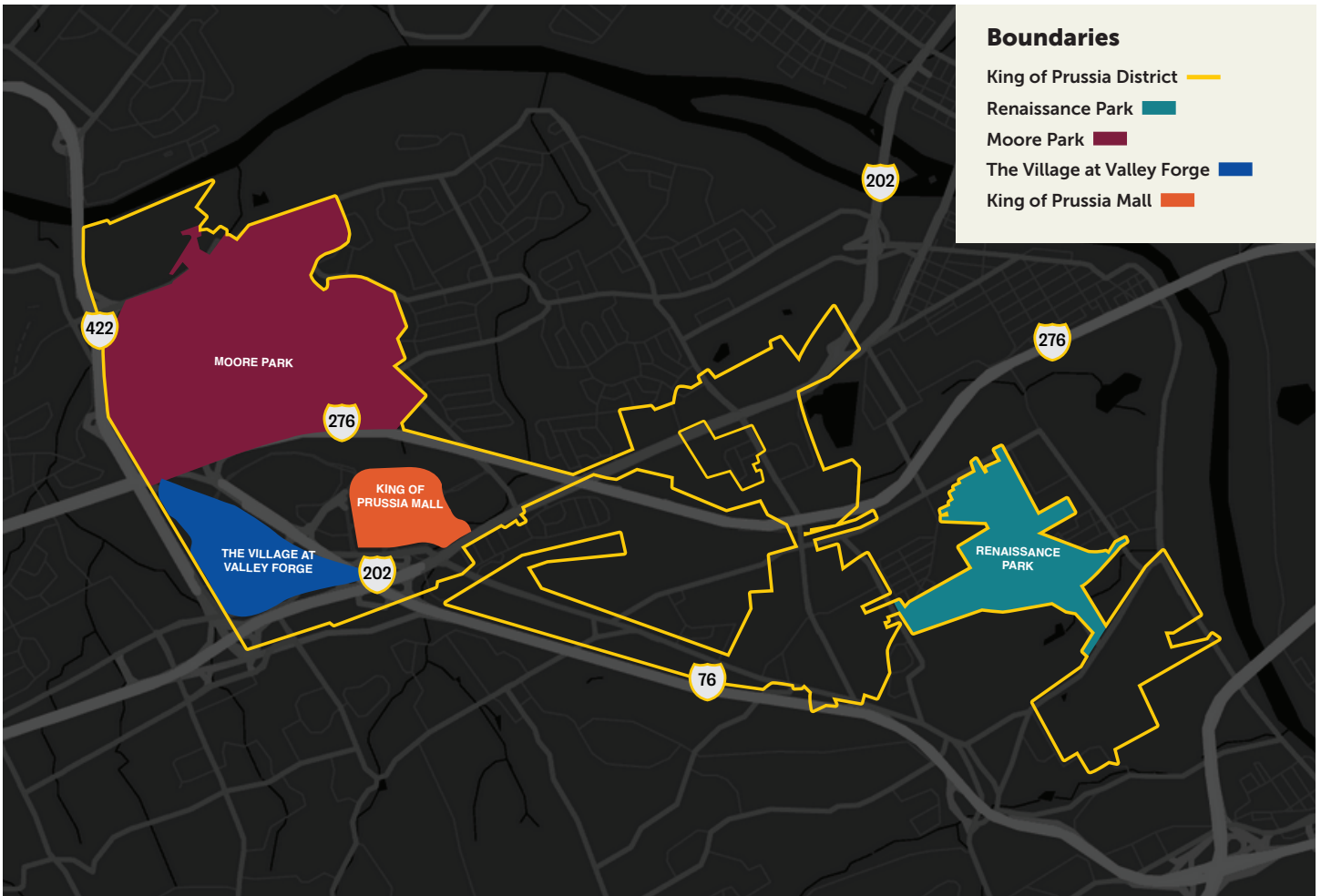
visitkop.com/ar



2024-2029 Strategic Plan

King of Prussia District Board of Directors and staff released our 2024-2029 Strategic Plan in January 2024. The plan centers on driving activity and investment in King of Prussia. Within the new plan, we unveiled a streamlined version of our mission statement, established a vision statement and guiding principles, and outlined goals for each of our five programs.

tinyurl.com/2tx85zk3



BUSINESS COMMUNITY FEEDBACK



"I don't just work in King of Prussia, I live here too. When choosing an office location, I wanted to work somewhere close to where I live. Opening an office in King of Prussia was not only convenient but it's been a great place to work. It's a safe and clean area and we've had major improvements in Renaissance Park."

- Marcia Zaruba-O'Connor, President & CEO of The O'Connor Group



"To really support your employees, think of the environment you'll be creating. It's the little things that make a huge difference to the overall experience. I'm referring to things beyond taxes and financials, but aesthetics and how the community embraces and supports businesses. Amenities are also important, from parks to networking opportunities. King of Prussia is incredibly proactive and involved with business support and strategy in the way they engage businesses. The value of these community factors can't be underestimated."

- Ron Duld, Chief Financial Officer of GeoBlue



"Twenty years ago when you told someone "Oh, we're in King of Prussia" they would laugh about the name. Now, there's recognition when you say King of Prussia. The general area has been one of the big positives for us with the exposure and its expansion. I now hear, "Oh wow, you're located in a great spot. There's a lot going on."

- Steven Schaffer, Sales Director of Southern Glazer's Wine & Spirits of PA



"The reason we wanted to open a location in KOP was not only because other companies and new people moving to the area but because we wanted to become a part of the growth and success story of this region...With KOP, it's the perfect opportunity because you have a growing population, growing businesses and a growing consumer community with like-minded peers."

- Ronak Vyas, CEO & Founder of MedCoShare



"The people here and the all-around energy is fantastic. KOP is just so vibrant right now."

- Stan Pittman, Managing Principal & Founder of Eigen X



"In the healthcare and scientific research world...there's important name recognition with King of Prussia, especially when we're introducing ourselves to biopharma companies new to FTD research."

- Susan Dickinson, CEO of The Association for Frontotemporal Degeneration



"Seeing the change that has happened here in KOP has been unbelievable...it's incredible to operate in a place where so much investment is happening."

- Paul McKenzie, Chief Operating Officer of CSL Behring



"KOP is forward-thinking and encouraging. Between the township officials, staff and what the KOP District is doing, I feel that new business is welcomed and our township creates a great environment for that."

- Jeffrey Willner, Willner Properties

2011-2024 ACCOMPLISHMENTS



Transportation



Transportation is one of the most critical challenges facing Upper Merion Township. Since it is the largest commercial center in the suburban Philadelphia region and sits at the confluence of SE Pennsylvania's most heavily traveled highways, management of the movement of people and materials is absolutely necessary to ensure that future growth is not hampered by traffic and congestion. King of Prussia District has been at the forefront of multimodal solutions that include pedestrian and bicycle trails, road improvements to enhance safety, shuttle services to improve access and proposed roadway connections to make traffic, and life, flow a little easier.

KING OF PRUSSIA RAIL

Project terminated by SEPTA in 2023.

- Leveraged \$612,500 for an alternatives analysis (AA) and preliminary environmental impact study (EIS) for the Norristown High Speed Line (NHSL) extension project.
- In 2015, launched the KOP Rail Coalition, a regional consortium of property owners, companies and residents who supported the construction of King of Prussia Rail. Organized, secured funding for and managed the KOP Rail Coalition annually.
- Worked with SEPTA on the NHSL AA/EIS study for the Route 100 extension.
- Served on several committees to help guide key decisions about the Draft and Final Environmental Impact Analysis, Record of Decision and fundraising efforts.
- Conducted study of residents, employees and commercial property owners in 2017.
- Launched KOP Rail advertising campaign and webinar series in 2018.
- See Marketing & Communications for additional metrics related to KOP Rail.

FIRST AVENUE LINEAR PARK

King of Prussia District, in partnership with Upper Merion Township, completed the final segment of the First Avenue Linear Park, creating a continuous path

between Allendale and N. Gulph Roads. The multimodal trail allows employees, residents and visitors to walk or bike the mixed-use corridor in Moore Park while enjoying trail amenities, including a concrete boardwalk along Trout Creek, public seating areas, a ping-pong table, rain gardens, pedestrian lighting, trash receptacles and bus shelters. The contribution of a public bikeway easement by participating commercial property owners allows the multimodal path to span 15 properties.

Additional solar powered pedestrian lights will be installed along the latest trail sections in the summer of 2024, along with additional amenities. This new public amenity is managed by King of Prussia District and constructed with funding provided by the Commonwealth of Pennsylvania's Department of Transportation, Redevelopment Assistance Capital Program, Department of Community and Economic Development, Montgomery County and King of Prussia District.

- Upper Merion Township and King of Prussia District were awarded an \$88,000 TCDI grant from the Delaware Valley Regional Planning Commission for design and planning for the Linear Park.
- Upper Merion Township and King of Prussia District were awarded a \$122,480 grant from the Local Share Account and an additional \$20,000 from Brandywine Realty Trust to construct the Demonstration Project for the Linear Park at 650 Park Avenue.
- King of Prussia District received \$1.2M in Multimodal Transportation Funds for Linear Park Phase 1 construction.

- Upper Merion Township and King of Prussia District were awarded \$1M in RACP funds from the PA Governor’s Office of Budget for Linear Park Phase 2.
- Upper Merion Township and King of Prussia District were awarded \$690,000 in Montco 2040 Implementation Grants for Linear Park Phase 1, 2 and 3.
- Upper Merion Township and King of Prussia District were awarded \$671,699 in Commonwealth Financing Authority Multimodal Transportation Funds for Linear Park Phase 2 and 3 construction.

LINEAR PARK FEATURES



MOORE ROAD MULTIMODAL TRAIL & LINEAR PARK STUDY

With the First Avenue Linear Park complete, King of Prussia District turns its attention to Moore Road with an eye towards extending the Linear Park down both sides of the street. The *Moore Road Multimodal Trail and Linear Park Study* also addresses opportunities to connect the project to the Schuylkill River Trail West. Completing this segment will provide a direct connection into Valley Forge National Historical Park, Sullivan’s Bridge, the Schuylkill River Trail and 400+ miles of the Circuit Trail network. The final report was released by King of Prussia District in early 2023 and we are applying for design/construction funding and establishing access easements with property owners along the trail. To date, we have been awarded a design grant from the Commonwealth Financing Authority’s Multimodal Transportation Fund for \$612,649.

tinyurl.com/366zfeh



RENAISSANCE PARK CONNECTIVITY STUDY

King of Prussia District presented findings and recommendations from the *Renaissance Park Connectivity Study* to the Upper Merion Board of Supervisors and the community in March 2024. The connectivity master plan by our consultant team outlines pedestrian, bicycle and roadway links between commercial properties and residential neighborhoods. New bike lanes, sidewalks, shared lane markings, a roundabout and multimodal trails make up the bulk of proposed transportation improvements, with additional amenities including public spaces for parklets, special events and outdoor art.

With stakeholder input, the report provides a blueprint outlining bike and pedestrian connections between Renaissance Park properties and public amenities that create a safe and exciting mixed-use district for employees, residents and visitors to enjoy. These features will join the diverse mix of Renaissance Park properties, including proposed multifamily developments and existing commercial office properties, manufacturing and warehouse buildings, restaurants, lab space, service, retail and childcare facilities into a cohesive neighborhood. King of Prussia District looks forward to partnering with stakeholders to move these recommendations forward.

tinyurl.com/y78mz5rj





RENAISSANCE PARK PEDESTRIAN GATEWAY

In 2022, King of Prussia District, in partnership with Renaissance Park property owners, constructed a new pedestrian connection between the business park and SEPTA's Hughes Park Station. The new pedestrian path addresses recommendations identified in the *2018 Safe Routes To Transit Report* by the Delaware Valley Regional Planning Commission, including trail enhancements between Crooked Lane and Renaissance Boulevard. The \$100,000 project includes a 10-foot wide paved path, seating areas, planting beds, trash receptacles and pedestrian lighting.

FIRST AVENUE ROAD DIET

This important transportation safety project reduced the hazardous four-lane road to three lanes with a dedicated center turn lane, while adding ADA-approved curb ramps, bicycle lanes and a wider shoulder. A mid-block signalized pedestrian crosswalk was installed midway between Moore Road and American Avenue. The results from this "complete streets" approach reduced vehicle speeds and increased bicycle and pedestrian trips.

- Received a \$25,000 grant to conduct a Road Diet study for the business park.
- Completed the Road Diet Study with a consultant team in 2012/2013.
- Secured a \$432,000 Transportation Alternatives Program (TAP) grant to offset the cost of the project.
- Completed design and construction of the First Avenue Road Diet in partnership with Upper Merion Township. The project was delivered significantly under budget in 2018. King of Prussia District contributed \$80,000 for design and construction.

VALLEY FORGE SLIP RAMP

In 2015, the Montgomery County Planning Commission, in cooperation with state, local and regional agencies, issued the *Turnpike Corridor Reinvestment Project Report*. This study identified transportation opportunities along the Turnpike Corridor that include potential slip ramp locations and redevelopment prospects. While some projects recognized in this study have come to fruition, two in Upper Merion Township have yet to be realized – the Henderson Road Interchange and Valley Forge Interchange into Moore Park, which is a major focus for King of Prussia District's Transportation program in 2024.

- Started planning work in 2016 and funded preliminary engineering work for a possible slip ramp extension from the PA Turnpike into the First Avenue corridor of Moore Park.
- Developed cost estimates for the westbound-off and westbound-on ramps.
- Submitted a \$17M BUILD application grant to the Federal Highway Administration in 2018 and 2019. While the project was not awarded funding in either round, we were encouraged to submit again with updated information and designs.
- Funded work in 2023/2024 to update the Valley Forge Interchange information from the original study, including existing traffic volumes, base mapping and connecting roadway changes in order to update the westbound on/off ramp designs and cost estimates. The Valley Forge West Ramps Feasibility Study will provide crucial data and design updates to inform King of Prussia District's next steps for achieving this important transportation enhancement and apply for Federal funding.

THECONNECTOR

Service suspended in 2020 due to COVID-19 pandemic. Reviewing options for the future.

- Launched theconnector shuttle bus system in June 2013. Provided over 79,000 rides to KOP employees.
- Received a 3-year, \$500,000 grant from DVRPC/ CMAQ for theconnector.
- Sold \$136,240 in advertising to offset operating revenue. Managed all sales, saving well over \$100,000 in revenue.
- Raised nearly \$800,000 in corporate contributions to help offset shuttle operating costs.
- Secured \$386,450 in additional government funding.
- Sold \$91,313 in tickets to support operations.
- Conducted 17 mobile workshops to educate KOP employees about theconnector shuttle service.
- Currently reviewing options to update shuttle service into King of Prussia for residents and employees.

AMAZON EMPLOYEE SHUTTLE SERVICE

King of Prussia District launched a private employee shuttle for Amazon's KOP facility in October 2019 that provided direct service between the Norristown Transportation Center and their facility on American Avenue. The operation expanded during the pandemic with 20 shuttles running direct service, 24/7, between KOP, Norristown, Upper Darby and Philadelphia until

the Amazon facility relocated in September 2021. The system provided more than 200,000 rides to Amazon employees during that time, providing safe first mile/last mile connections to public transportation hubs while following COVID protocols and reducing congestion on local roadways.



Land Use & Zoning



As part of King of Prussia District's Land Use & Zoning program, we work with the Township to provide advice on a variety of land use, planning and zoning issues that correspond to commercial, industrial and multifamily residential sections of the Township. The District assists with zoning ordinance creation and revisions and weighs in on key planning elements, such as adoption of an updated Comprehensive Plan, implementation of an official map to highlight desired infrastructure improvements over time and opinions related to development proposals.

As a trusted partner to Upper Merion Township, King of Prussia District staff and consultants are able to complement the efforts of the Township planning and public works departments. King of Prussia District provides substantial value to the Township's land use and zoning efforts, using private financial resources provided by property owners within its designated boundary.

- Worked with Upper Merion Township to jointly develop zoning code and SALDO revisions so King of Prussia District and its stakeholders would have a seat at the table regarding best practices to grow business, generate economic development activity and create dynamic, stimulating business districts.
- Hired and managed a planning team to conduct the first phase zoning analysis and vision study project along Dekalb Pike and First Avenue.
- Hired and managed a landscape architecture and planning firm to craft the final revised zoning and SALDO language for the new KPMU zoning district.
- Actively managed the team to ensure the zoning revisions were moving in a timely manner. The team consisted of King of Prussia District employees, the Upper Merion Township Planner, Township Manager, Township Solicitor and consultants.
- The King of Prussia Mixed-Use Zoning District was approved in September 2014.
- King of Prussia District subsequently led a rebranding process for the King of Prussia business park, which was renamed as Moore Park in 2018, with the approval of the Township Board of Supervisors. See Marketing & Communications for additional metrics related to Moore Park.
- Worked with the Township on revisions to the KPMU in 2023 to refine elements of the district related to multifamily developments and retail.
- In 2024, assisting the Township in their current effort to develop and adopt a Comprehensive Plan.



Physical Improvements



King of Prussia District is committed to improving the appearance of some of our most heavily traveled commercial corridors through the design, construction and maintenance of physical improvements. From lush landscaped medians that reduce stormwater runoff to unique amenities like beehives and ping-pong tables, we strive to make KOP vibrant.

Our physical improvement work impacts commercial property owners and residents throughout the Township. We have eliminated thousands of square feet of asphalt and concrete along some of KOP's roadways and replaced it with acres of well designed and regularly maintained landscapes. These landscapes convey a sense of community pride, improve the negative visual impact of paved surfaces, improve stormwater runoff and help reduce auto speeds.

LANDSCAPES

7

ACRES OF LANDSCAPE
MAINTAINED BY
KOP DISTRICT

170

TREES PLANTED

2,454

SHRUBS PLANTED

25,128

PERENNIALS PLANTED

15,100

BULBS PLANTED

6,818

ORNAMENTAL GRASSES
PLANTED

\$7.2M

INVESTED BY KOP DISTRICT
THROUGH OPERATING &
GRANT REVENUE

- Managed design, installation and maintenance of \$7.2M landscape improvements and trails along Route 202/Dekalb Pike, Allendale Road, Henderson Road, First Avenue, Renaissance Boulevard and I-76 Schuylkill Expressway.
- Designed and installed gateway entrances in Moore Park at First Avenue & N. Gulph Road and Renaissance Park at Church Road & Horizon Drive, Swedeland Road & Renaissance Boulevard and Crooked Lane & Renaissance Boulevard. Improvements include planting beds, flagpoles, lighting, wayfinding and directional signage.
- Maintain all landscape improvements utilizing a landscape contractor who removes the litter, waters, weeds and prunes weekly throughout the year.
- In 2017, developed a 10-year strategic plan for physical improvements. The plan identified 19 projects and placed them on a short, medium and long-term timeline, to inform our work plan.
- In 2024, installing landscaping at island medians at East Dekalb Pike and Dekalb Street Intersection.
- Continually adding new amenities in Moore and Renaissance Parks.

WAYFINDING

- Worked with a team to design, fabricate and install 6 King of Prussia gateway signs at major entrances to KOP with changeable, efficient LED lighting:
 - > Mall Boulevard @ Conrad Road
 - > Henderson & S. Gulph Road intersection
 - > Route 202 South by Township Line Road
 - > Route 202 at Gulph Road
 - > First Avenue
 - > Swedesford Road at exit to Route 422 West
- In 2024, engaging a design consultant, commercial property owners and stakeholders to create an exterior sign master plan and design guidelines for Moore Park.

RENAISSANCE PARK EXTERIOR SIGN & WAYFINDING STUDY

King of Prussia District engaged a consultant team to develop an exterior wayfinding and signage master plan for Renaissance Park, culminating in new sign design guidelines and a comprehensive wayfinding system in 2022. With input from stakeholders, three gateway signs were installed in early 2023 at Renaissance Park entrances and 21 directional signs were installed throughout the mixed-use district at the beginning of 2024. Another round of 22 driveway signs will be installed in the commercial district by year's end.



RENAISSANCE PARK, GSK AND DISCOVERY LABS STAKEHOLDER ENGAGEMENT

In 2020, King of Prussia District and Upper Merion Township expanded the District's boundary to include Renaissance Park, Discovery Labs and the GlaxoSmithKline facility. King of Prussia District engaged a multi-disciplinary consulting firm to facilitate a series of meetings with commercial property owners, public agencies, business tenants and residents. The process also included a visioning exercise, interviews and surveys that culminated in an action plan for the business park: *Renaissance Park, GSK, and Discovery Labs Stakeholder Engagement: Ideas and Actions for the Future*.

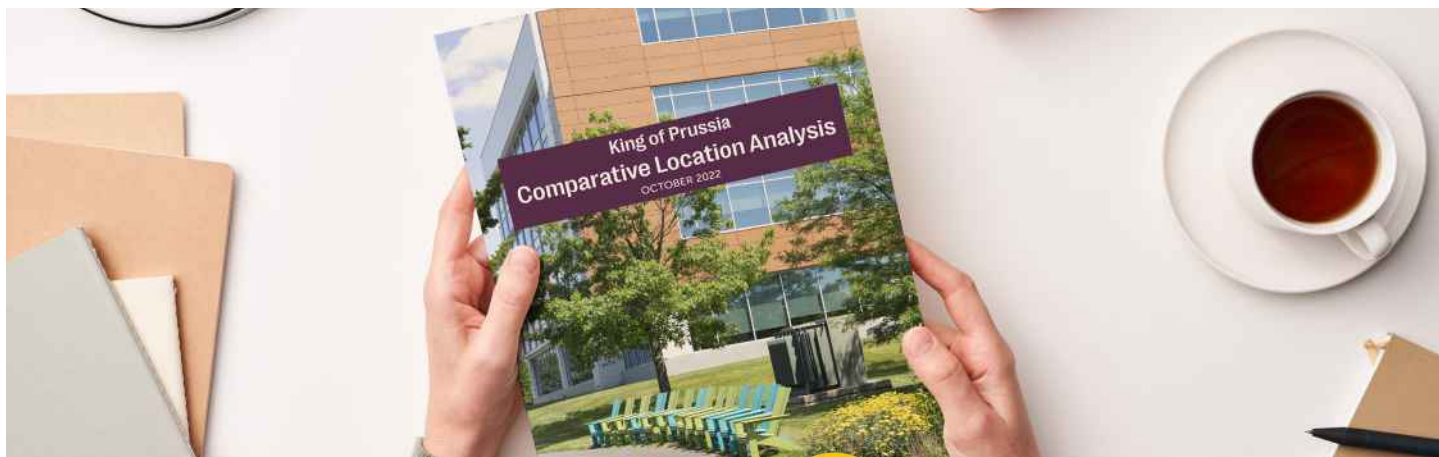
tinyurl.com/33b2m97v READ STUDY



KING OF PRUSSIA BEEHIVES

King of Prussia District continues to partner with commercial beekeepers for a third year to install honeybee hives in Moore Park and Renaissance Park. From May through December, the beehives and beekeepers are very active, reaching up to 50,000 inhabitants in each hive at the height of the season, all working to maintain the colony and harvest the extra honey. King of Prussia District sponsors free workshops and hive-side sessions for the public to get hands-on experience. King of Prussia District produces additional bee-centric events, including DIY flower carts and pop-up cafes, creating a fun opportunity for neighboring office workers and residents to take a break and enjoy the fruits of the bees' labor.





Research & Data Analytics



King of Prussia District's newly expanded Research & Data Analysis program is essential to drive informed decision making and strategic community development. Evolving from the Tax Policy program, we leverage resources and tools like CoStar and Placer.ai to provide data-driven solutions. Through quarterly and annual reports detailing property performance, and close study of those who live, work and recreate in King of Prussia, we offer stakeholders, and the Township, valuable insights into King of Prussia's transformation and the impact of our programs.

In addition to using secondary data, we are in the final stages of gathering first-hand data through our Community Engagement Project. This comprehensive analysis will allow us to optimize resource allocation, enhance community engagement, and boost economic development. Through our Research & Data Analysis program, we can effectively address current challenges and plan for a prosperous future.

- Conducted three tax policy studies with a team of economists to look at:
 - > Tax structure and policies of Upper Merion Township (UMT).
 - > Impacts of potential changes in the tax structure of UMT on businesses.
 - > Recommendations to UMT for potential revisions in the tax code to encourage future business and grow ratables for the Township.
- In 2017 and 2022, engaged economists to conduct follow-up studies that showed the Township moved to third on the list from sixth in the initial study, in terms of lowest impact of taxes on business. This was a significant improvement from the first study in 2011/2012 that showed KOP as one of the highest tax locations.
- In 2020, released *The State of Rental and Owner-Occupied Housing in King of Prussia*. The report focused primarily on the 18 multifamily rental and 2 owner-occupied properties within King of Prussia District's boundaries at the time, and showed that while the demand for new and existing housing was strong, the impact on schools was low.
- King of Prussia District compiles and analyzes the performance of commercial properties within UMT on a quarterly basis. These email reports provide insights into commuter and visitor traffic and spotlight new businesses and recent King of Prussia news.
- Develop, research and design a comprehensive Report to the Community each year. In 2024, moved this publication to a more sustainable interactive digital format via a specialized webpage.

tinyurl.com/4f2xp5ze

OUR PUBLICATIONS



COMMUNITY ENGAGEMENT

Informed by the 2024-2029 Strategic Plan, King of Prussia District embarked on an extensive Community Engagement Project with an outreach and community engagement firm based in Philadelphia. The multi-phased study began in early 2024 and identified six key audiences that King of Prussia District sought to know more about and gauge their perception of our work and King of Prussia's transformation: property owners/stakeholders within our boundaries; employees working in Upper Merion Township; residents of Upper Merion Township; consumers; prospective businesses not yet located within Upper Merion Township; and Upper Merion Township Supervisors and leadership. Through interviews, focus groups, surveys and activations, our consultants will engage with these audiences to understand how we can better serve and communicate with them. This information will be crucial as we put together our plans for the future.



Marketing & Communications



In today's challenging commercial real estate market - especially in a region that offers so much choice- it's never been more important for a community to put their best foot forward. Compounded by a competitive labor market, the decision of where to locate or relocate a business is no longer centered solely on the availability of high-quality office space and affordability, but looked at more holistically and as a tool for employee recruitment and retention. The vibe, or essence, of a community is a factor that business leaders now must consider to stay relevant and competitive for talent in this post-pandemic world.

Luckily, King of Prussia has vibes in spades, but this is not an accident. This is a feeling that King of Prussia District has thoughtfully cultivated since through our Marketing program. Our award-winning events and unique activations add to KOP's vibrancy and encourage collaboration among businesses. Our multi-channeled communications convey the vision behind KOP's transformation and showcase the businesses that call this community home. Through media outreach and eye-catching, regional advertising campaigns, we keep King of Prussia top-of-mind and in the spotlight. While it's difficult to measure this intangible feeling, we hear it come up again and again as we speak with business and property owners. We remain determined and passionate about fostering this energy in King of Prussia through our Marketing efforts.

EVENTS

>> Hosted 200+ events since 2011.

- Produced dozens of networking events, from panel discussions to experiential gatherings, that foster community and collaboration, and highlight King of Prussia properties.
- Since 2011, hosted a community-wide food drive. From 2011-2016, partnered with GVF for the Heart & Healthy Food Drive for Philabundance. In 2017, shifted to support Upper Merion Area Community Cupboard (UMACC). In 2020, partnered with Conlin's Print and introduced Stuff-a-Truck, a one-day, drive-through food drive in KOP Town Center, which we continued in 2021. In 2022, renamed the drive KOP Takes Out Hunger Food Drive and introduced Igloo Garden on the Green, featuring furnished igloos available for takeout dining with a reservation and donation fee. Over 3,200 lbs of food was collected and \$15,000 raised. In 2023, the food drive was the biggest yet with 34 donation boxes throughout KOP collecting 3,283 lbs of food in addition to \$24,340 raised for UMACC through Igloo Garden on the Green.
- From 2013-2019, hosted a free lunchtime summer concert series on Thursdays in June, featuring live music and sampling from KOP restaurants, attracting 250-300 employees and residents each week.
- Beginning in 2014, produced a free summer yoga happy hour series. In 2016, Yoga Happy Hour moved to Valley Forge Casino Resort to accommodate growing crowds. In 2017, the series moved to KOP Town Center and included happy hour promotions from Town Center restaurants. In 2018, we transitioned Yoga Happy Hour to KOP Town Center staff and continued to promote the series until it ended in 2019.
- In 2012, created King of Prussia Beerfest Royale and Donnerstag: Happy Hour to give King of Prussia a signature event and showcase KOP's culinary scene. The two-day event, which attracted 3,000+ people annually, also served as a fundraiser for our physical improvement projects. Managed KOPBeerfest.com and social profiles and supported the event each year with an advertising campaign. Following a successful 2022 Beerfest, staff and board made the decision to sunset the event after determining that it met all goals.

- Launched dineKOP Restaurant Week in 2015 to support restaurants and raise money for Children’s Hospital of Philadelphia’s King of Prussia Specialty Care & Surgery Center (CHOP KOP). In 2018, debuted KOP Shops for CHOP in conjunction and rebranded dineKOP to King of Prussia Restaurant Week. In 2020, launched the Community Champions program, which provided a platform for any business to join in the campaign. Over the years, added fundraising components, including raffles and special events, like the Block Party for CHOP in KOP Town Center, and engaged the Upper Merion Area School District through CHOP’s Pajama Days program. In 10 years, King of Prussia District and participating businesses have raised \$424,006 for CHOP King of Prussia through this campaign.
- Debuted in 2018 with a single event, Food Truck Tuesdays continues each year, bringing food trucks, live music, games, seating and sponsors to different corporate parking lots in KOP in spring and early fall. Food Truck Tuesdays attract, on average, 200-300 KOP employees and residents per event.
- Partnered with Upper Merion Township, to introduce First Responders Appreciation Week in 2020, an annual expression of gratitude to the Township’s career and volunteer police, fire and EMS. Each year, King of Prussia District organizes 5 days of meals and treats on behalf of corporate sponsors. Funds raised and not spent are donated to the Township’s Department of Public Safety.
- In celebration of a decade of partnership, hosted a 10th Anniversary Gala in December 2021 and presented awards to our founders and those who are dedicated to KOP’s transformation.
- In February 2022, introduced King of Prussia Wellness Week, highlighting KOP’s growing healthcare scene. Now an annual event, Wellness Week features deals and special events from KOP’s health, wellness and fitness businesses. In its inaugural year, Wellness Week featured 47 businesses, including 6 fitness centers, and 27 virtual and in-person events.
- In the spring of 2022, launched Wellness Wednesdays, a series of four pop-up workouts. KOP Wellness Wednesdays continue in the fall each year.
- In 2022, hosted two free workshops and seven hive-side sessions at the Moore Park Beehive. In 2023, this program was expanded to include hives in both Moore and Renaissance Parks, each with two free hands-on workshops and an opportunity to meet our beekeeper every three weeks. In 2023, hosted Blooms and Honey Buns at each hive, featuring a make-your-own bouquet activity and free Honey Buns.
- With the addition of a new permanent ping-pong table along the First Avenue Linear Park in 2022, hosted our first Ping-Pong Tournament, featuring free pong, beer and pizza. This is now an annual event and is part of our Parking Lot Tournaments series, launched in 2024.
- In the spring of 2022, debuted a Pop-Up Cafe activation, bringing an artisanal coffee truck and pastries to the employees of Moore Park. In 2023, expanded the series to include four Pop-Up Cafes, two in each business park.
- In 2023, debuted Network@Nite, a series of three experiential networking events. Each intimate gathering, typically limited to 60 people, is centered around a unique KOP experience curated especially for our audience.
- In 2023, launched biannual Property Manager lunches to foster better communication among corporate and multifamily properties, share more about our programs and address questions.

PANDEMIC PROGRAMS

Shortly after the government mandated COVID-19 closures in March 2020, King of Prussia District pivoted quickly into recovery mode, launching virtual events and promotions to keep KOP top-of-mind and support businesses. We also maintained regular communication with businesses during this time, relaying important information about new guidelines and protocols, listening and responding to their challenges and creating promotions to drive business as they reopened.

>> KOP Quaranteam Virtual Events

Beginning April 6, 2020, hosted one virtual event each Monday through Thursday featuring one or more KOP businesses.

- **Move Mondays:** Live streamed workouts with instructors from KOP gyms.
- **Takeout Tuesdays:** A social media gift card giveaway encouraging takeout sales at KOP’s restaurants.
- **Hump Day How Tos:** Fun how-to videos featuring KOP businesses.
- **Couch Concerts:** Weekly concerts with local musicians

>> KOP Shop Hop

Beginning May 19, 2020 and continuing biweekly until the end of January 2021, produced a Facebook live talk show featuring 3-5 KOP businesses each episode. The program initially began as a way to communicate how KOP businesses were pivoting and implementing new safety protocols, and then, as the public adapted to the “new normal,” became a platform to showcase new offerings and promotions. We produced 17 shows featuring 71 KOP businesses and saw, on average, 2,900 views per show.

>> Let's Go KOP Advertising Campaign

After pausing our business recruitment campaign, Make the Move, when the stay-home order was announced, we launched the Let's Go, KOP advertising campaign and associated landing page LetsGoKOP.com. The focus of the multi-channel campaign, which ran through the fall 2021, was to reinvigorate visitors from our key demographics to return to KOP to safely shop, play, stay, dine and drink. The colorful campaign included placements on digital billboards, bus shelters, buses and social media platforms.

>> Get More, KOP Gift Card Campaign

To quickly infuse the local economy with much-needed income, in 2020 launched a series of three gift card flash sales. Each flash sale was limited to only 1,000 gift cards for sale on our website from participating businesses. Cards were sold for \$25 and included a \$10 or \$15 bonus courtesy of King of Prussia District. Participating businesses were not charged to participate and received full value for the cards. The campaign was incredibly successful, resulting in \$110,000 in gift card sales overall.

- **Round One (August 4):** Included 30 businesses and sold out in 27 hours.
- **Round Two (September 8):** Included 40 businesses and sold out in 2 hours.
- **Round Three (October 20):** Included 48 businesses and sold out in 6 minutes. Included a "bonus" of \$15 instead of \$10.

>> KOP Takeout Takeover

Originally planned for early 2021, King of Prussia bumped this takeout promotion up to December 2020 when indoor dining was once again restricted. Sixteen restaurants offered special takeout promotions that we shared on our campaign landing page. Participating restaurants were highlighted with "Instagram takeover" and gift card contests. There was no fee to participate in this promotion.

>> We See You, KOP Campaign

Beginning in May 2020 and running through the summer, in partnership with Upper Merion Township, we created a social media campaign to celebrate and thank essential workers and first responders in the Township. King of Prussia District and the Township shared a photo and testimonial for one honoree each week, selected by a committee from all nominees. Honorees were also invited to attend the opening luncheon for First Responders Appreciation Week, launched in the fall of 2020 in collaboration with the Township.

>> Small Business Campaign

King of Prussia District worked with Upper Merion Township Economic & Community Development Committee to develop a small business directory on visitKOP.com and share the stories of UMT's small businesses on our blog and e-newsletters. We continue to manage this directory today.

>> Virtual KOP Beerfest

While most of our in-person events were canceled from March 2020 on, we hosted a virtual Beerfest in honor of the event's 10th anniversary. Partnering with Kunda Beverage and KOP Beer Outlet, we curated two six-packs featuring brewers of past Beerfests, including KOP's own Workhorse Brewing Company and Conshohocken Brewing. The six-packs came with an invitation to a virtual happy hour we hosted with the brewers and live entertainment. We sold 96 six-packs and had 50 people join us for the virtual event, which we streamed live from Workhorse.

>> KOP Restaurant Week with Takeout Under Tents

Our March 2021 Restaurant Week looked a little different, as the public experienced varying levels of comfortability with indoor dining. In response, we included takeout deals in the campaign and hosted Takeout Under the Tents, an outdoor dining oasis in the King of Prussia Mall parking lot. The beautifully landscaped space featured dining tents and igloos furnished by AVE King of Prussia that were available for a donation fee by reservation only. In 10 days, we welcomed over 700 guests and raised \$11,620.40, in addition to the funds raised through KOP Restaurant Week. We also hosted a Family Fun Day in the space, which raised an additional \$2,060.71, and launched a Facebook raffle fundraiser. Despite the challenging circumstances, our 2021 KOP Restaurant Week and KOP Shops for CHOP campaign raised a record-breaking \$68,484 for CHOP!

>> Let's Go, KOP Hospitality Hiring Fair

In the spring of 2021, as businesses across the region started to reopen, they experienced a significant labor shortage. The hospitality sector was hit particularly hard. In response to this challenge, we hosted a large-scale hiring event for KOP restaurants and hotels on May 4, 2021. Representatives from 32 businesses joined us to fill 440 open positions. In conjunction, we sponsored a bonus program, offering \$20,000 in bonuses during the event. The event garnered great press, further spreading the message that KOP was open for business and hiring.

>> Additional Pandemic Support

- Utilized our Facebook followers to solicit much-needed donations for the Upper Merion Area Community Cupboard. Launched a matching campaign, raising \$1,000 for the purchase of their new van.
- Donated \$2,000 to Upper Merion Emergency Aid on behalf of First Responders Appreciation Week.



MARKETING & BRANDING

- From April 2013-2015, created and managed a free discount program for consumers and business owners. KOPerks provided consumers with deals and discounts at KOP restaurants, hotels, attractions and shops. The program was a free advertising tool for KOP businesses to market their company/product to nearly 5,000 targeted and engaged consumers.
- Embarked on a rebranding process in 2015 to better define who we are, what we do and what we deliver as an organization. With a fresh perspective, a new logo, tagline and website were developed to speak to KOP's prominence as one of America's next great edge cities.
- In 2017, embarked on a comprehensive branding exercise to develop a new name and identity that accurately reflected the thriving community in the newly rezoned King of Prussia business park. The 10-month process involved outreach, surveys and focus groups, and culminated in April 2018 when the Township's Board of Supervisors voted to approve the new name, Moore Park. Supported this initiative in the following ways:
 - > Developed logo and tagline for Moore Park.
 - > Created branded collateral and signage, including gateway flags.
 - > Launched MooreParkKOP.com, a webpage highlighting transportation and physical improvement initiatives in the neighborhood, and Moore Park eNewsletters.

ADVERTISING CAMPAIGNS

- Designed and executed the first marketing and advertising campaign for King of Prussia, IM KOP. The 2013-2014 initiatives included:
 - > Strategic ads placed in local and regional print and online publications, SEPTA Regional Rail, a digital billboard on the PA Turnpike and outdoor advertising at the KOP Mall. Placed quarterly 'Thank You' advertisements in the *Philadelphia Business Journal* and *Philadelphia Inquirer* to promote companies moving into KOP and companies renewing leases in KOP (2012-2016).
 - > visitKOP.com hotel key cards were provided to each guest at check-in at KOP hotels to promote restaurants, shops, attractions and the KOPerks program.
 - > IM KOP decal was designed for KOP businesses to display in their business and online.
 - > Strategic search words and display ads were created and monitored each month to drive traffic to visitKOP.com and generate sign-ups for KOPerks.
 - > A rack card was produced and distributed to businesses in KOP in 25 locations along the I-95 PA, NJ & DE corridor, in addition to PA Turnpike and area Welcome Centers.
 - > Created two social media contests to drive consumer sign-ups and website traffic, while promoting our KOP stakeholders involved with KOPerks.
- In 2016, launched an ad campaign reflecting the new brand and tagline, Our Edge. Your _____ . The campaign included digital billboards in Greater Philadelphia, print ads in the *Philadelphia Business Journal*, *422 Business Advisor* and Upper Merion Township newsletter, and digital and social media ads targeting business owners and business decision-makers within a 25-mile radius.
- Continued to keep KOP's profile in the forefront through a multi-channeled advertising campaign in 2017, which included digital billboards in Greater Philadelphia, digital and print ads through the *Philadelphia Business Journal*, BillyPenn.com, social media advertising, print ads in *422 Business Advisor*, and radio advertising with WIP Sports Radio.
- In 2018, refreshed creative and copy for King of Prussia District's brand ads. The 2018 campaign included digital billboards in Greater Philadelphia, print ads in *Fortune*, Amtrak's magazine, *The National* and *422 Business Advisor*, radio ads on WOGL, WHYH streaming, WMMR and WIP, and broadcast ads with Comcast.

- Beginning in 2018 through March 2023 when SEPTA halted efforts to build King of Prussia Rail, managed the advertising/marketing campaign and advocacy for the King of Prussia Rail Coalition. This included:
 - > Developed branded marketing collateral, website and social media profiles to support the Coalition's communications.
 - > Produced a direct mail piece sent to 16,000 households in Upper Merion Township.
 - > Built up a database of supporters for the project and maintained regular communication throughout the project's lifespan via branded emails covering SEPTA updates and the Coalition's advocacy and marketing efforts.
 - > From 2018-2021, hosted a free bi-monthly webinar series, *KOP Rail: Smart Strategies for Connected Communities*.
 - > Facilitated regional advertising campaigns each year.
 - > Issued press releases on behalf of the Coalition, facilitated interviews with members of the press and issued letters to the editor.
 - > Sought out and participated in panels and speaking opportunities to foster regional support for the project.
- In 2019, launched the Make the Move campaign, targeting business owners and executives with relocation responsibilities. The campaign featured a landing page that highlighted what makes KOP a great place to do business and has a strong call to action – contact us to move your business here. The 2019 media buy included digital billboards in Greater Philadelphia, SEPTA bus back ads, print ads in the *Philadelphia Inquirer*, *Crave Montco* and *422 Business Advisor*, and digital and social ads and social media ads.
- In 2020, paused the Make the Move campaign in response to the COVID-19 pandemic. Launched the Let's Go, KOP campaign, which continued through the fall of 2021.
- In the fall of 2021, resumed the Make the Move campaign, which included SEPTA bus wraps, LinkedIn advertising and sponsored dedicated emails.
- In 2022, launched the HQ KOP campaign to replace Make the Move. Supported by a landing page, HQKOP.com, the new campaign targets the C-Suite and site selection community and positions KOP as the ultimate location for businesses. The 2022 campaign included digital ads with the *Philadelphia Business Journal* and LinkedIn, and a partnership with KYW for their Headquartered Here series. Through the KYW series, we were able to amplify the voices of executives with headquarters in KOP including CSL Behring, Greenphire, Qlik, Eigen X and Center for Breakthrough Medicines.
- Continued our HQ KOP campaign in 2023 with SEPTA bus wraps, digital advertising at SEPTA's Suburban Station, digital and static billboards throughout Greater Philadelphia, including in Center City, and digital ads via Google and LinkedIn.
- In 2024, continued the HQ KOP campaign with digital and static billboards, SEPTA bus and station ads, and LinkedIn and Google display ads. In June 2024, King of Prussia District began production on video ads to support the campaign, which will run in the fall of 2024 via local and national news, entertainment and weather sites visited by our target audience; streaming via Hulu and YouTube; broadcast via 6 ABC and CBS 3; and digital out-of-home ads in Suburban Station and Dilworth Park.

ONLINE PRESENCE

>> Live websites

- **visitKOP.com:** A comprehensive website that includes information for residents, employees and visitors. Fully redesigned the site in 2021/2022, expanding it to include new content about healthcare/life sciences, trails, small businesses and Renaissance Park, as a result of King of Prussia District's expansion, as well as new interactive features like a development map. In 2023, revamped our blog and introduced new lifestyle style articles. Over the years, we've introduced a few ongoing blog series, which also provide great content for other channels:
 - > **KOP Insiders:** Launched in 2021, KOP Insiders is a Q&A interview series with leaders from companies headquartered, or with regional offices, in KOP. One Insider is featured per month across channels. To date, we've published 34 Insider interviews.
 - > **Now Open:** In 2023, launched a new series to announce the opening of new businesses. To date, we've published 41 Now Open articles.
- **KOPRestaurantWeek.com:** Launched in 2019 with the rebrand of dineKOP, this site is updated each spring with participating restaurants, retailers and community champions.
- **KOPWellnessWeek.com:** Launched in 2022, this site is updated annually with new participants. The site also features a directory of health, wellness and fitness businesses within KOP.

>> Past websites

- connectKOP.com
- koprailcoalition.com
- kopbeerfest.com

>> Eblasts, Apps & Social Media

- Distribute an eNewsletter highlighting our programs and important KOP news and events to over 9,800 people each month. We also send out emails throughout the year to promote specific events to our opt-in lists.
- Developed a free mobile app, VisitKOP, which featured retail and dining, hotels, attractions, events, maps, weather and information about King of Prussia District, as well as advertising. (2014-2015).
- Maintain a strong presence on social media.

Platform	Account Name	Followers
Facebook	King of Prussia District	14,907 followers
Instagram	@visitkop	4,259 followers
X	@KOPBID	6,822 followers
LinkedIn	King of Prussia District	1,664 followers
KOP Restaurant Week		2,009 followers

*As of May 21, 2024

PRINT & DIGITAL PROMO

- Produce collateral and signage to promote King of Prussia District events, including digital PDF flyers which are distributed to properties in KOP.
- Create digital press kits to promote KOP and King of Prussia District at meetings and events.

PUBLIC RELATIONS

- Since our founding, proactively pursue positive press coverage for King of Prussia through distribution of press releases, media alerts and media outreach. Routinely appear in regional publications, in print, online, radio and TV including:
 - > 6 ABC
 - > CBS 3
 - > FOX 29
 - > KYW Newsradio
 - > Main Line Today Magazine
 - > Metro Philadelphia
 - > NBC 10
 - > Philadelphia Business Journal
 - > Philadelphia Inquirer
 - > Philadelphia Magazine
 - > Philadelphia Style Magazine
 - > Philadelphia Voice
 - > PHL 17
 - > Pottstown Mercury
 - > The Reporter
 - > The Times Herald
 - > WHYY



AWARDS & RECOGNITION



2012

- Greening Award from the Pennsylvania Horticultural Society for the Route 202 and First Avenue median
- Upper Merion Township Beautification Award for the Route 202 and First Avenue median
- Excellence in Property Management award from the Montgomery County Chamber of Commerce for the Route 202 and First Avenue median

2013

- Merit Award from the International Downtown Association for the IM KOP campaign

2014

- Merit Award from the International Downtown Association for the **theconnector**
- Best Outdoor Event Award from Montco Happening for KOP Beerfest Royale
- 2014 Sustainable Award from GVF for the **theconnector**
- Communities in Motion STAR: Planning Award
- Economic Development Nonprofit of the Year from Main Line Chamber of Commerce
- Top TDM Professional Award from GVF

2015

- Planning Advocate Award from Montgomery County Planning Commission Landscape Design Award from Norristown Garden Club

- Community Connections Award from Wells Fargo
- Best Visionary from *Philadelphia Magazine*, presented to Eric Goldstein
- F. Karl Schaufele Community Service Award from Main Line Chamber of Commerce, presented to Eric Goldstein
- Best Festival from Philly A-List for KOP Beerfest Royale

2016

- Best Summer Event from Montco Happening for Yoga Happy Hour
- Power 100, *Philadelphia Business Journal* presented to Eric Goldstein

2017

- Marketing Merit Award from the International Downtown Association for Our Edge. Your _____ campaign.

2018

- Best Beer Festival on the Main Line & Western Suburbs from *Main Line Today* for KOP Beerfest Royale
- Change Agent Award from *Philadelphia Business Journal*, presented to Eric Goldstein

2019

- Best Beer Festival & Best Annual Festival on the Main Line & Western Suburbs from *Main Line Today* for KOP Beerfest Royale
- Best Outdoor Event Award from Montco Happening for KOP Beerfest Royale

- Best Foodie Event Award from Montco Happening for KOP Restaurant Week

2020

- Forty Under 40 Award from *Philadelphia Business Journal*, presented to Rachel Ammon

2021

- Montco Millennial Superstar from MontcoToday, presented to Rachel Ammon

2022

- Most Admired CEO from *Philadelphia Business Journal*, presented to Eric Goldstein

2023

- International Downtown Association's Emerging Leader Fellowship, completed by Rachel Ammon

2024

- Partnership in Philanthropy Award from *Philadelphia Business Journal* for KOP Takes Out Hunger Food Drive and Igloo Garden on the Green

OPERATING BUDGETS & GRANTS

In 2023, only 11% of King of Prussia District's budget went toward management and general expenses.

89%

of every dollar went directly to programs and services to improve the economic environment in King of Prussia!

YEAR	ASSESSMENT TOTAL	TOTAL BUDGET FOR YEAR	TOTAL BUDGET MINUS ASSESSMENT
2011	\$1,035,171.85	\$1,025,709.95	(\$9,461.90)
2012	\$1,074,632.69	\$1,024,750.00	(\$49,882.69)
2013	\$1,122,680.20	\$1,186,245.99	\$63,565.79
2014	\$1,139,281.46	\$1,614,429.58	\$475,148.12
2015	\$1,157,337.22	\$1,644,870.65	\$487,533.43
2016	\$1,146,500.00	\$1,450,201.32	\$303,701.32
2017	\$1,211,398.36	\$1,614,668.00	\$403,269.64
2018	\$1,237,781.18	\$1,594,154.99	\$356,373.81
2019	\$1,233,085.97	\$1,894,753.00	\$661,667.03
2020	\$1,895,838.20	\$2,354,836.00	\$458,997.80
2021	\$1,995,340.19	\$4,424,368.00	\$2,429,027.81
2022	\$2,049,472.21	\$2,559,729.00	\$510,256.79
2023	\$2,053,345.91	\$2,490,316.00	\$436,970.09
2024	\$2,056,050.92	\$2,942,455.00	\$886,404.08
TOTALS	\$20,407,916.40	\$27,821,487.50	\$7,413,571.12

THECONNECTOR GRANTS

CMAQ Grant: \$500,000
 County/SEPTA Subsidy: \$217,700
 UMT: \$168,750
 2017 Corporate Grant: \$36,688
Total: \$923,138

ROAD DIET GRANTS

Road Diet Study – DVRPC TCDI: \$25,000
 Road Diet TAP Grant: \$430,856
Total: \$455,856

FIRST AVENUE LINEAR PARK GRANTS

DVRPC TCDI Linear Park/Demonstration Park Concept Design: \$88,000
 Local Share Grant for Demonstration Project: \$122,940
 PennDOT Multimodal Fund: \$1,200,000
 PennDOT TIIF-STP Fund: \$1,200,000
 2019 PA DCED/CFA MTF: \$421,699
 2022 PA DCED/CFA MTF: \$250,000
 2019 PA Redevelopment Assistance Capital Program: \$1,000,000
 2018 MontCo 2040 Implementation Grant: \$100,000
 2020 MontCo 2040 Implementation Grant: \$190,000
 2022 MontCo 2040 Implementation Grant: \$200,000
 2023 MontCo 2040 Implementation Grant: \$200,000
Total: \$4,972,639

MOORE ROAD TRAIL & LINEAR PARK GRANTS

2024 DCED/CFA MTF Design Grant: \$612,649

\$6,964,282
TOTAL GRANT FUNDING

COMMUNITY PARTNERSHIPS



- Partnered with GVF from 2011-2016 for Heart & Healthy Holiday Food Drive, benefiting Philabundance.
- From 2017 on, partnered with Conlin's Print to raise food and funds for the Upper Merion Area Community Cupboard.
- Raised and donated \$15,000 for Upper Merion Area Community Cupboard through Igloo Garden on the Green in 2022, and \$24,340 in 2023, for a grand total of \$39,340.
- Began an annual scholarship fund for students and teachers at UMASD in 2018 to build a connection between the school district and the business community. Since then, we've invested \$34,500 in the leaders of tomorrow.
- Contributed \$3,000 to Upper Merion Township's Department of Public Safety in 2022 and \$1,900 in 2023, on behalf of sponsors of First Responders Appreciation Week.
- Contributed \$75,000 to support construction of the Valley Forge Park Alliance's new headquarters at the Maurice Stephens House.
- Contributed \$75,000 to Upper Merion Township Transportation Authority for landscape improvements along Henderson Roadway.
- Supported various local events and organizations throughout the year with sponsorship, including:
 - > Valley Forge Tourism & Convention Board's Golf Outings
 - > Valley Forge Revolutionary 5-Mile Run
 - > GVF's Golf Outings
 - > Upper Merion Township's National Night Out
 - > Upper Merion Township's Concerts Under the Stars
 - > Upper Merion Township's Police Car Show
 - > Upper Merion Baseball & Softball Association
 - > Upper Merion Township Crew Team
- Throughout the years, King of Prussia District staff members have been invited to speak at a number of conferences and events, including:
 - > BIZNOW
 - > BOMA Philadelphia
 - > Chester County Planning Commission
 - > Design on the Delaware
 - > International Council of Shopping Centers – Regional Meeting
 - > International Downtown Association
 - > NJ American Planning Association
 - > NJ Chapter of the American Society of Landscape Architects
 - > PA/DE Chapter of the American Society of Landscape Architects
 - > Philadelphia Hotel Association
 - > Philadelphia Real Estate Council
 - > Pottstown Area Economic Development
 - > Urban Land Institute – Philadelphia Chapter

Plan for the King of Prussia District and Report to the Upper Merion Township Board of Supervisors

PLAN DESCRIPTION

King of Prussia District will continue to undertake the following activities:

>> Administration & Management

- Accelerate revenue growth to ensure staffing reflects increased programming goals.
- Formulate a Special Projects Plan II for excess reserves from prior years and establish minimum/maximum thresholds for future project investments.
- Work to renew King of Prussia District for a 10-year period (2025-2035).
- Operationalize Core Values and elements of Strategic Plan internally and externally.
- Gain better understanding of community perceptions of King of Prussia District and King of Prussia through our Community Engagement Project.
- Investigate opportunities for creating a more robust program for our Transportation Program for King of Prussia ONLY projects, through PennDOT, UMT TA, or other potential avenues.
- Improve efficiencies in non-assessment fee revenue collection.
- Establish a robust research and data collection program, properly staffed, with associated software and programmatic budget.
- Explore an expanded office or a renovated existing office to allow for projected staff increases in next 5 years, allow us to bring event materials storage in-house (eliminate outside storage facility), establish a room suitable in size for Board meetings, committee meetings and outside organizational meetings, create a central meeting space for collaboration, and eliminate shared staff offices.
- Develop a Volunteer Recruitment and Retention Program.
- Expand opportunities for staff professional development.
- Produce King of Prussia District's 2030-2035 Strategic Plan.

>> Physical Improvements

- Enhance King of Prussia's aesthetic through well-designed and maintained amenities that benefit and attract stakeholders.
- Improve King of Prussia's built and natural environments through sustainable programs and practices.

>> Land Use & Zoning

- Revamp the Land Use & Zoning Committee.
- Finalize a negotiated KPMU ordinance protecting existing land uses and residential development potential going forward.
- Work with Upper Merion Township to create an official map for Moore Park and Renaissance Park that outlines future infrastructure enhancements.
- Work with Upper Merion Township to address other land use amendments and revisions necessary throughout King of Prussia to encourage future development that allows property owners to respond to future market condition changes.
- Work with the Township on their project to develop a Comprehensive Plan for Upper Merion. Assist where we can, in particular with Design Guidelines for commercial property locations.

>> Transportation

- Advance multimodal connections to The Circuit trail network throughout King of Prussia.
- Collaborate with stakeholders to secure a large funding allocation for a comprehensive trail plan for Upper Merion Township (The Upper Merion Circuit Trail System).
- Investigate opportunities to secure funding and develop designs for the Valley Forge Interchange/Moore Park Slip Ramps.
- Improve pedestrian and bicycle facilities so there are no physical barriers to multimodal transportation in KOP.

>> Research & Data Analytics

- Research and analyze the performance of commercial properties within Upper Merion Township, commuter and visitor trips and other key metrics presented in King of Prussia District's Annual Report to the Community, Commercial Quarterly Reports and other reports and studies.
- Survey tenants, employees, customers and others to identify opportunities and issues of interest to KOP property owners.
- Stakeholder surveys to measure effectiveness of King of Prussia District-sponsored activities.
- Survey research and other communications to identify services that King of Prussia District could encourage that would enhance the competitiveness of KOP properties.

>> Marketing & Communications

- Develop marketing activities to build the KOP brand that is inclusive of all of the properties and people within the service area.
- Sponsor events to draw new customers to the area and build awareness that KOP is an exciting and fun place to live, shop and do business.
- Market to tourism promoters, conference organizers and others to support "wholesale" marketing of the area to new visitors.
- Increase visibility for King of Prussia and highlight our role in its transformation.
- Increase engagement in King of Prussia District's programs.
- Promote KOP as the natural choice for new or expanding businesses through advertising and marketing campaigns.
- Produce exceptional events and activations that drive visitors to KOP, foster networking, highlight KOP's assets and add to the overall vibrancy of the community.
- Create compelling and engaging social media, website and e-newsletter content, and build our community of followers and subscribers.

>> Stakeholder Services

Build upon survey research activities to identify services that King of Prussia District might offer, support, or encourage others to offer that would be valued by commercial tenants, their employees and/or others. Such services might include: group purchasing of supplies, equipment, service contracts, insurance products; the establishment of job banks, recruiting and training of labor; day care programs, in-site clinics, programs and other support for public transportation use; affinity marketing opportunities; concierge services and food and beverage services and the encouragement of other "route" services.

>> Personnel & Administration

This category shall include all costs associated with staffing the organization, renting office space, preparing Request for Proposals, creating communications capacity, and other costs normally associated with operating a nonprofit corporation.

SOURCE OF FUNDS

In accordance with **73 P.S. §§834(5), 835(c)(2)(vi), 837(b)** all funds currently identified as part of the Plan are expected to be raised through a special assessment on the members of the Business Improvement District. The District will continue to seek grant funding and will consider other entrepreneurial relationships that are of benefit to individual members and the organization as a whole.

Fiscal Year

In accordance with Pennsylvania statute, the fiscal year of the King of Prussia Business Improvement District, Inc. shall annually commence on January 1 of each year of the organization's operations and end on December 31.

Method for Determining Assessment Fee & Rate

In accordance with **73 P.S. § 837(b)**, there is a finding by the Upper Merion Township Board of Supervisors that:

- The service area within the proposed King of Prussia Business Improvement District constitutes properties of varying uses including properties that have been zoned for and are being used for commercial, industrial, multi-family residential (over 100 units) and other purposes.
- Given the proposed plan, only properties in commercial, industrial and multi-family (over 100 units) use and identified by the Montgomery County Land Use Code of "C" (Commercial), "I" (Industrial) and "A" Multifamily Apartments over 100 units meet the statutory requirement of there being a rational nexus between the proposed activities of the District and those properties being assessed.
- Therefore, only properties carrying the Montgomery County Land Use Code of "C," "I" and "A" shall be subject to the proposed assessment.

However, any property or parcel not having a Commercial use code that is within the District that subsequently obtains a Certificate of Occupancy from Upper Merion Township for a Commercial use shall at that time automatically become subject to the Neighborhood Improvement District special assessment. Conversely, any property or parcel that currently carries a Montgomery County Land Use Code of Commercial, Industrial or Apartment (over 100 units) but subsequently obtains a different, non-assessed code, shall cease to be subject to the Neighborhood Improvement District Assessment.

Based upon examination of the District Plan, all properties subject to assessment are hereby judged to have similar, if proportionate, benefit from the District Plan.

The assessment of properties within the Neighborhood Improvement District shall be determined by multiplying the total assessed value of each property, as determined by the Montgomery County Assessor's Office, by the BID assessment rate.

The new BID assessment rate shall initially be set at .00098 mils, a modest 10% increase from the rate of .00089 mils currently in place, and which has otherwise been unchanged since the BID's founding in 2010.

The new BID assessment rate of .00098 mils shall be authorized and in effect for the January 1, 2025 annual invoices, and through to and including the January 1, 2029 annual invoices

The BID assessment rate authorized and in effect for each annual invoice issued beginning with the January 1, 2030 invoices, through to and including the January 1, 2035 invoices, shall be set annually by the BID Board of Directors, in that Board's discretion, subject to the limitation that annual millage increases, if any, shall not exceed the prior June-to-June 12 month percentage increase in the Philadelphia-Camden-Wilmington Consumer Price Index for All Urban Consumers (CPI-U), as set by the U.S. Bureau of Labor Statistics.

Based upon this method of determining which properties are to be assessed and the rate of this assessment, the King of Prussia Business Improvement District special assessment is expected to yield approximately \$2,261,656.00 in 2025.

Estimated Time for Completion of Proposed Improvements, Programs & Services

Improvements, programs and services identified in the Plan Description will commence upon the Renewal Date specified within the adopted Ordinance. All activities will be ongoing throughout the ten-year time period authorized by this Ordinance.

Bylaws of King of Prussia District Business Improvement, Inc.

In accordance with Pennsylvania law, the King of Prussia Business Improvement District, Inc. has a copy of its bylaws included with this packet. Corporate offices for the King of Prussia Business Improvement District, Inc. are located at:

**234 Mall Boulevard, Suite 150
King of Prussia, PA 19406**

This location may be relocated at the pleasure, and upon notification, of the Upper Merion Township Board of Supervisors. In accordance with **73 P.S. §835(b)** these bylaws shall be distributed as part of the notice that is to be provided to all property owners and lessees of property owners prior to the first public hearing regarding this Ordinance.

Miscellaneous

- Written agreements, as needed, may be executed between the King of Prussia Business Improvement District, Inc. and Upper Merion Township in accordance with 73 P.S. §835(c)(3).
- Tax-exempt property owners located within the King of Prussia Business Improvement District will be encouraged to provide in-kind services or a financial contribution to the King of Prussia Business Improvement District.
- Upper Merion Township will maintain the same level of municipal programs and services provided within the King of Prussia Business Improvement District before the Business Improvement District designation as after the designation.
- A negative vote of at least 40% of the property owners within the King of Prussia Business Improvement District proposed in the final plan shall be required to defeat the establishment of the proposed Business Improvement District by filing objections with the clerk for the Board of Supervisors of Upper Merion Township within 45 days of presentation of the final plan, where the Board of Supervisors of Upper Merion Township is inclined to establish the Business Improvement District.

PROPOSED BUDGET & RENEWAL REQUEST

Proposed Budget for First Fiscal Year of Renewal Period

REVENUE

Assessment Fees	\$2,261,656
Program Revenue	\$250,000
TOTAL REVENUE	\$2,511,656

EXPENSES

Marketing & Communications	\$600,000
Physical Improvements	\$450,000
Transportation	\$400,000
Land Use & Zoning	\$60,000
Research & Data Analytics	\$100,000
Personnel/Admin/Office*	\$901,656
TOTAL EXPENSES	\$2,511,656

* includes all professional services

RENEWAL REQUEST PURSUANT TO THE UPPER MERION CODE, CHAPTER 7, §7-5.

The Upper Merion Code of Ordinances (Code) memorializes the Township's adoption of the King of Prussia Business Improvement District (King of Prussia District), as of May 27, 2010 for an initial five-year term (Ordinance No. 2010-791). The King of Prussia District was then renewed as follows, in accordance with the Code and Pennsylvania's the Neighborhood Improvement District Act ("Act") (73 P.S. §831 et seq.):

- Additional five year term effective May 27, 2015 through May 27, 2020 (Ordinance No. 2014-831); and
- Additional five year term effective May 27, 2020 through May 27, 2025 (Ordinance No. 2019-864).

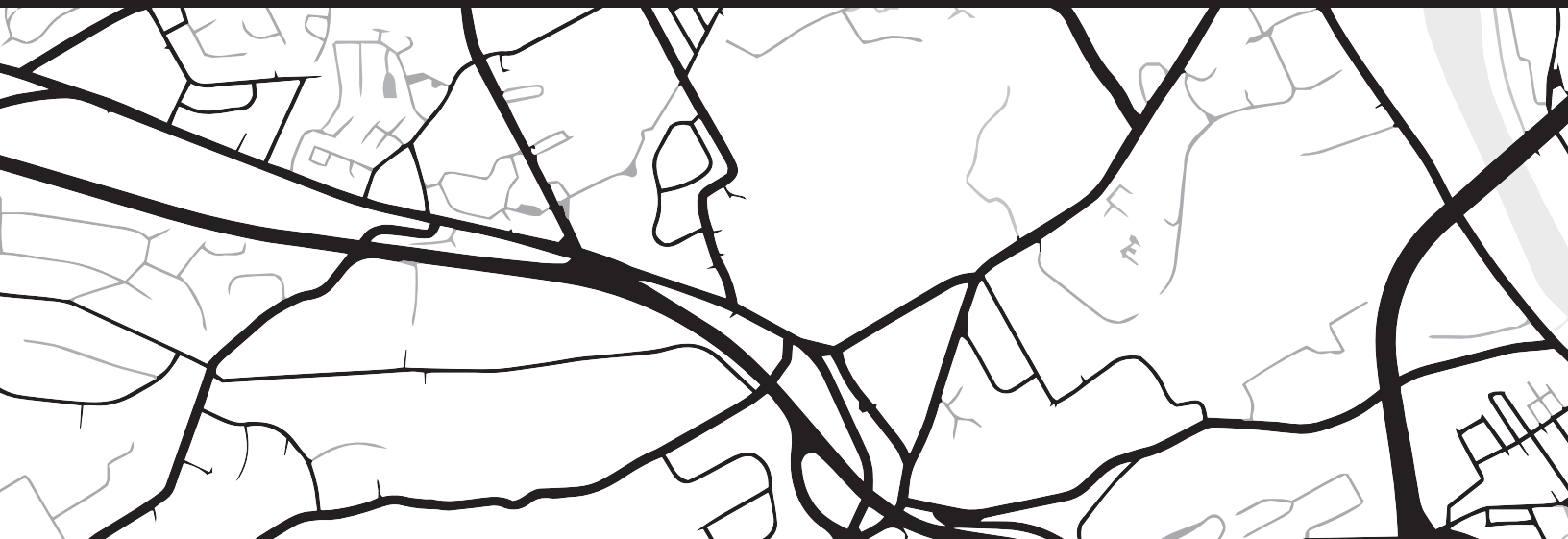
Chapter 7 (Business Improvement Districts) of the Code provides at §7-5 for a continuation and renewal process as follows:

The District shall terminate on May 27, 2025, unless the Township extends the term. The Township may reenact or amend this article, and extend or approve additional terms, not less than five years in length, following a review of the District and the programs and services provided by King of Prussia Business Improvement District, Inc., within the District.

The King of Prussia District is pleased to provide a summary of the programs and services provided to date, and now requests a reenactment of the Township Code authorizations for an additional ten years, from May 27, 2025 to May 27, 2035, in accordance with the Act. King of Prussia District also requests that the Township allow King of Prussia District to set the renewal invoices for all property owners (existing and new) to coincide with existing calendar year of January 1, 2025, pursuant to the millage and rates described herein.



KING OF
PRUSSIA
DISTRICT



VisitKOP.com

**SECOND AMENDED AND RESTATED
BY-LAWS OF THE
KING OF PRUSSIA BUSINESS IMPROVEMENT DISTRICT, INC.**

Adopted June 25, 2024.

**ARTICLE I
GENERAL**

SECTION 1.01 – NAME; DISTRICT. The name of this Corporation is the King of Prussia Business Improvement District, Inc. ("Corporation") also referred to as the King of Prussia District. As used herein the "District" shall refer to those properties located within the physical boundaries of the business improvement district of Upper Merion Township, Pennsylvania as defined by Ordinance, as such area may be amended from time to time.

SECTION 1.02 - OFFICES; REGISTERED AGENT. The Board of Directors ("Board" or individually a "Director") shall maintain an office of the Corporation within the vicinity of the District as it may designate by resolution from time to time. A registered agent may be designated by the Corporation.

**ARTICLE II
PURPOSE; MEMBERSHIP**

SECTION 2.01 - PURPOSES. The Corporation shall

:

- a) Operate a Business Improvement District and function as a Neighborhood Improvement District Management Association (NIDMA) under the applicable Pennsylvania laws;
- b) Formulate, promote and implement economic revitalization within the District;
- c) Provide a self-help mechanism to help expand business opportunities and sales, improve property values and enhance the environment for residents, shoppers, commercial tenants and visitors;
- d) Mobilize public and private resources for this purpose and maintain communication with property owners and tenants within the District; and
- e) Implement the activities described in the authorizing ordinance.

SECTION 2.02 - TAX CODE. The Corporation is organized exclusively for charitable or educational purposes, within the meaning of section 501(c)3 of the Internal Revenue Code (or corresponding section of any future Federal Tax code). Notwithstanding any other provision of these bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)3 of the Internal Revenue Code. The Corporation has applied for and received tax exempt status under section 501(c) 3 of the Internal Revenue Code.

No substantial part of the activities of the Corporation shall involve attempting to influence legislation and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

SECTION 2.03 - DISSOLUTION. Except as otherwise prohibited by Pennsylvania law, in the event of dissolution of the Corporation, all cash assets, after satisfying any creditors, shall be distributed

to the assessed properties in the District in proportion to their shares of total assessments. All non-cash assets shall be offered to Upper Merion Township.

SECTION 2.04 - MEMBERSHIP.

- a) Members of the Corporation (“Members”) are those property owners whose property is within the District and whose property is being assessed a District fee by Upper Merion Township, in accordance with its Ordinance, to support the activities of the District. Owners of properties located within the District, but not being assessed a fee (“non-assessed property owners”), shall not be considered as Members.
- b) Members shall be afforded all membership rights including the right to vote in accordance with these Bylaws and the Upper Merion Township enabling Ordinance and the right to be elected or serve as a Director, provided that all assessments due have been paid in full through the last municipal tax year.
- c) Non-assessed property owners may become Members by making annual voluntary contributions to the District in the amount equal to the amount of the assessment they would have been charged if their property was subject to assessment, and in doing so become full Members of the Corporation and eligible to participate fully in its operations as defined by these bylaws and the Upper Merion Township enabling Ordinance.
- d) Non-assessed property owners and other non-members of the Corporation may be invited to access or participate in activities or programs of the Corporation on a fee-for-service basis, or on such other terms as the Board of Directors shall determine.

SECTION 2.05 - INCORPORATION. The Corporation is formed under and has been chartered by the Secretary of State of the Commonwealth of Pennsylvania.

ARTICLE III BOARD OF DIRECTORS

SECTION 3.01 - GOVERNANCE.

- a) Voting Directors of the Board. There will be nine voting members of the Board of Directors (“Voting Directors”), elected by the Members, except as to the Upper Merion Township Director described herein.

Eight of the Voting Directors on the Board will represent property owners within the District paying Business Improvement District assessments; of which three shall represent property owners of each of the three highest assessed properties within the District. Multiple properties owned or controlled by the same or related entity shall count as one property for purposes of determining the three highest assessed properties. If one of the three highest assessed properties declines its seat, the next highest assessed property without a seat shall hold the seat.

Highest assessed properties shall be determined as of the time of initial appointment. As to subsequent terms, highest assessed properties shall be determined by the most recently published Montgomery County tax assessment status as received by the District. These three highest assessed property seats shall be staggered, with one of each of the three seats holding A, B and C terms under Section 3.02 herein, except that effective January 1, 2024, and upon expiration of each of the three highest assessed property seat terms, each subsequent term of each of the three highest assessed property seats shall become a one-year term going forward under Section 3.02(c) herein, without staggering

as an A, B, or C term. In no case shall representatives from one Member hold more than one seat.

One of the Voting Directors will represent and be selected by Upper Merion Township in accordance with applicable Pennsylvania law. The Township Director seat shall not be subject to appointment procedures or term limitation set forth in Section 3.02 herein. The Township has sole discretion to fill this seat with the Township official of its choice, for the length of term of its choice.

All Voting Directors must be Members, except the Township Director.

- b) Non-Voting Directors of the Board. The Board shall consist of such number of Directors, who shall have no power to vote on matters regarding the Corporation ("Non-Voting Directors"), as the Voting Directors shall determine by resolution from time to time. The minimum number of Non-Voting Directors shall be four. At least four (or all if there are only four) Non-Voting Directors shall be assessed property owners within the District. Non-Voting Directors shall be made up of
 - (i) those individuals as are appointed by the Board, and
 - (ii) the past Chairman of the Board of Directors, each of who may remain on the Board for a period no longer than six (6) years after their term as Chairman has ended, so long as they continue to be a Member, or be employed by any Member (whether or not it is the same Member they were representing during their term as Chair).

The input of Non-Voting Directors is in all cases encouraged, and where possible decision-making consensus shall occur between Voting and Non-Voting Directors of the Board. Non-Voting Directors, may, at the Board's discretion, include non-assessed property owners within the District and non-property owners with expertise or valuable input as to community and Business Improvement District issues.

- c) Powers of the Board. Consistent with state law, municipal ordinance and these bylaws, responsibility for managing the affairs of the Corporation shall be exercised by and be under the authority of the Board of Directors. This shall include, without limitation, conducting an annual audit and annual meeting, providing the Members with other reports on Corporation activities from time to time and ensuring that the programs of the Corporation are being implemented. The Board shall be responsible for hiring and firing senior employees, establishing compensation for such employees, and otherwise overseeing the performance of employees. The Board may share or delegate the power to hire and fire lesser employees and others with such senior employees as they shall from time to time determine. The Board may delegate any of its responsibilities herein to any employees, Officers or Committees as it deems fit from time to time. In addition to the specific powers conferred by these By-Laws the Board of Directors shall have and may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized to be exercised under the law, to the extent that such powers are consistent with the Corporation's charitable purposes as set forth in its Articles of Incorporation and these By-Laws.

SECTION 3.02 - TERM OF OFFICE.

- a) Initial Directors. The incorporators of the Corporation served as Directors until the organizational meeting which served as the first annual meeting. At this organizational meeting initial Directors were elected by the Members.

b) Initial Terms.

(1) Voting Directors. After selecting a Chairman pursuant to Section 5.01, the Chairman shall divide the Voting Directors of the Board (other than Township and three highest assessed property seats) into three classes.

A. Two "class A" Voting Directors shall serve for three years.

B. Two "class B" Voting Directors shall serve for four years.

C. One "class C" Voting Director shall serve for five years.

Classes shall be determined by a random pick of numbers with the two lowest numbers chosen being designated "class A", the next two lowest being designated as "class B" and the highest number being designated as "class C."

The three highest assessed property owner seats established in Section 3.01 shall be randomly picked in the same fashion, so that there is a "class A, B and C" position for each of these three seats.

(2) Non-Voting Directors. As to Non-Voting Directors, the initial terms shall be determined in the same manner as for Voting Directors: one "class A" Non-Voting Director shall serve for three years, one "class B" Non-Voting Director shall serve for four years and two "class C" Non-Voting Directors shall have a term of five years. If there are more than four Non-Voting Directors, their initial terms shall be chosen in the same manner starting with one more additional Class A Non-Voting Director, one more additional Class B Non-Voting Director, two more class C Non-Voting Directors, and so on.

c) As initial terms are completed, all Directors shall be elected for terms of three years and shall serve until a successor shall be elected and shall qualify, except that effective January 1, 2024, and upon expiration of each of the three highest assessed property seat terms, each subsequent term of each of the three highest assessed property seats shall become a one-year term going forward thereafter, without staggering as an A, B, or C term.

d) No Voting Director may serve more than two consecutive terms; and no Non-Voting Director may serve more than one consecutive term. Directors may therefore serve up to three consecutive terms total (2 voting terms and 1 non-voting term). However, upon being off of the Board for a period of at least one year, a Member may seek reelection to the Board. Notwithstanding the foregoing, terms limitations set forth in this Section 3.02 herein shall not apply to the Directors holding the three highest assessed property seats or the past-Chairman Directors.

SECTION 3.03 - REMOVAL OF DIRECTORS; VACANCIES. At any meeting of the Directors, duly called and at which a quorum is present, the Directors may, by a majority vote of the Voting Directors, remove with or without cause any Director from office and may appoint a successor to serve for the balance of the term of such removed Director. Vacancies occurring on the Board for any reason, including resignation, may be filled by a vote of a majority of the Voting Directors then in office. A Director appointed to fill a vacancy shall hold office for the unexpired term of his predecessor. If a Director holding one of the three highest assessed property seats is removed, the property owner holding the seat may appoint another representative of its choosing to the seat.

SECTION 3.04 - MEETINGS.

- a) All meetings of the Board are open to the Members except when circumstances require confidential discussions. In choosing to close a meeting the Board shall as closely as possible follow the rules and procedures used by Upper Merion Township's governing body and report decisions made in closed sessions as soon as circumstances permit. Committee meetings are not open to Members unless otherwise agreed by each committee on a meeting-by-meeting basis.
- b) An annual meeting ("Annual Meeting") of the Corporation and its Members shall be held each year at a time and place established by the Officers. The Secretary (or the Secretary's designee) shall cause to be mailed to every Member in good standing at the address as it appears on the membership roll book of the Corporation, a notice stating the time and place of the Annual Meeting. Elections to the Board of Directors shall take place at the annual meeting.
- c) Regular meetings of the Board may be scheduled at any meeting by the Board of Directors. Special meetings may be called by the Chairman of the Board. Notice of the place, day and hour of a special meeting shall be given to each Director at least three (3) days before the meeting, by delivering the same personally, by telephone, or by mailing such notice at least six (6) days before the meeting, postage prepaid, and addressed to each Director at his last known address. Any notice of a special meeting shall state the business to be transacted. Meetings may be conducted by conference call if all Directors present can hear and participate, provided that at least one Director is at a site where Members can gather to listen to the proceedings. E-mail or fax notification may be substituted for notification by mail.
- d) Directors failing to attend two consecutive meetings shall be provided a warning by the Board of Directors via any means provided for as to meeting notice in this Section 3.04. If following such warning, a third meeting is missed at any time within the Director's then-current term, removal action may be taken by the Board of Directors, in its discretion, pursuant to Section 3.03. If a Director holding one of the three highest assessed property seats is removed, the property owner holding the seat may appoint another representative of its choosing to the permanent seat. Removal for failure to attend meetings does not otherwise limit the discretionary action of the Board of Directors permitted pursuant to Section 3.03.
- e) The attendance and removal requirements of this Section 3.04 shall only apply to meeting attendance in a Director's then-current term.
- f) Notwithstanding anything herein to the contrary, notice of meetings may be given by any means permitted under the law.

SECTION 3.05 - QUORUM. A majority of the Voting Directors of the Board shall constitute a quorum for the transaction of business, except in cases where by statute, Articles of Incorporation or provision of these By-Laws it is otherwise prohibited. In the absence of a quorum, the Voting Directors present by a majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. No proxies may be accepted. The acts of a majority of the Voting Directors present at a meeting at which a quorum is present shall be the acts of the Board.

SECTION 3.06 - BUDGET APPROVAL. Upon preliminary approval by the Board of a proposed annual budget, all Members shall be given notice of a meeting at a specified place and at a time, which shall be at least two weeks following the notice. At this meeting, comment from Members and other interested parties will be solicited. A proposed budget, including any modification made

by the Voting Directors following this public meeting, may thereafter be adopted by the affirmative vote of a majority of Voting Directors.

SECTION 3.07 - COMPENSATION. No part of the earnings of the Corporation shall inure to the benefit of, or be distributable to its Members, trustees, Directors, Officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c)3 purposes. Corporation may reimburse Directors and Officers for reasonable expenses incurred in connection with their duties as Directors and Officers as approved by the Board from time to time.

SECTION 3.08 - CONSENT OF MEMBERS IN LIEU OF MEETING. Any action required or permitted to be taken at a meeting of the Members or of the Board may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Members or Directors who would be entitled to vote at a meeting for such purpose shall be filed with the Secretary of the Corporation.

ARTICLE IV COMMITTEES

SECTION 4.01 - COMMITTEES GENERALLY. The Board of Directors may provide for standing or special committees with such powers and duties as it deems desirable and may discontinue the same at its pleasure. The members of all such committees shall include any Member of the Corporation. At least one member of each standing committee or special committee shall be a Voting or Non-Voting Director of the Board of Directors appointed by the Chairman, and the chairperson of the committee must be a member of the Board of Directors. The remaining members of such committees may, but need not, be Directors. Vacancies on any committee shall be filled by the Chairman of the Board of Directors.

SECTION 4.02 - EXECUTIVE COMMITTEE. There is hereby established an Executive Committee consisting of the Chairman and such other Officers of the Corporation and other individuals as determined by the Board from time to time. The Executive Committee shall not otherwise be subject to the membership terms of Section 4.01. The Executive Committee shall have such duties and responsibilities as the Board from time to time determines. If the Executive Committee consists of any employees of the Corporation, such employees shall not be permitted to participate in committee discussions, meetings or votes with regard to his or her own employment.

SECTION 4.03 - NOMINATIONS COMMITTEE. There is hereby established a standing Nominations Committee appointed by the Board of Directors. The purpose of the Nominations Committee is to seek out candidates who wish to stand as members of the Board of Directors, Officers, and committees. Nominations Committee decisions shall consider and encourage participation by a range of commercial interests and sizes, including both large and small business activities; and varied commercial sector interests including but not limited to commercial and industrial office parks, hospitality interests, large and small retail, and storefront operations, and geographic representation within the District. The number of members of the Nominations Committee shall be set at five members initially; any additional change to that number shall be at the discretion of the Board of Directors. To the extent that it is feasible and they are willing to serve, the Nominations Committee membership shall include three seats reserved for former Chairmen of the Board of Directors, including the immediate past Chairman of the Board, as long as such former Chairmen remain Members of the Corporation, plus one seat reserved for the current Chair of the Board and one seat reserved for the current Vice-Chair of the Board. If the seats on the Nominations Committee are at any time unable to be filled with the reserved positions, the Chair of the Board may appoint such other Members of the Corporation to serve.

The chairperson of the Nominations Committee shall be the immediate past Chair of the Board, provided that if such immediate past Chair of the Board declines or is unable to serve, the Chair of the Board of Directors shall appoint another chairperson of the Nominations Committee.

The Nominations Committee shall strongly consider Non-Voting Directors, who are assessed property owners within the District or representative thereof, who have performed diligently, for nomination to Voting Director positions.

In addition to the foregoing, and subject to any term limitations set forth in these By- Laws, any assessed property owner within the District may request that its representative be placed in nomination at least thirty days prior to the annual meeting at which a Director is to be elected. Such an unsolicited request shall result in the name being listed on a ballot as a non-endorsed candidate. Write-in candidates shall be permitted and election ballots shall contain ballot area for write-ins.

SECTION 4.04 - COMMITTEE REPORTS. All recommendations by a committee shall be reported, during a Board meeting, to the Board of Directors.

SECTION 4.05 - MEETINGS OF COMMITTEES. Each committee shall meet at the call of the chairman of the committee or any two members of the committee.

SECTION 4.06 - PARTICIPATION IN COMMITTEES. In selecting members of committees, the Board shall encourage widespread participation among members of the business community, commercial property owners, residents, and others concerned about the economic advancement of the District. From time to time, special committees may be named to advise the Board on issues on which additional perspective may be required and public meetings may be held to solicit advice from those concerned about the economic well-being of the District.

ARTICLE V OFFICERS AND EMPLOYEES

SECTION 5.01 - EXECUTIVE OFFICERS.

- a) Election. By a majority vote of the Voting Directors at the Annual Meeting, the Board shall elect, from the Directors, a Chairman of the Board, a Vice-Chairman, a Secretary and a Treasurer (the "Officers").
- b) Term. Terms for all officer positions shall be for one (1) year, and each Officer may hold his or her office, if re-elected, for a maximum of two consecutive years. Officers may serve additional terms after a one year gap in service (two years in such position, one year off, two years on, etc.). Notwithstanding the preceding, for the Chairman position only, if the Vice-Chairman is not available to serve, or if a new Chairman is not elected, the term of the existing Chairman may continue for an additional one (1) year (for a total of two elected years and one extension year).

SECTION 5.02 - CHAIRMAN AND VICE-CHAIRMAN OF THE BOARD.

- a) Chairman. The Chairman of the Board shall preside at all meetings of the Board at which he shall be present. He shall have and may exercise such powers as are from time to time assigned by the Board of Directors. The Chairman shall have general charge and supervision of the activities and affairs of the Corporation. When authorized by the Board of Directors, he may sign and execute in the name of the Corporation all authorized instruments, except in cases in which the execution thereof expressly requires two

signatures or where power to execute an agreement has been delegated by resolution of the Board of Directors to some other officer or agent of the Corporation.

- b) Vice Chairman. At the request of the Chairman or in his absence, or during his inability to act, the Vice-Chairman shall perform the duties and exercise the functions of the Chairman of the Board, and when so acting shall have the powers of the Chairman of the Board. The Vice-Chairman shall otherwise have such powers and duties as may be assigned by the Chairman.

SECTION 5.03 – PRESIDENT/CHIEF EXECUTIVE OFFICER. The Board may appoint a President/Chief Executive Officer (CEO). The President/CEO shall perform all duties incident to the position, including but not limited to supervision of services, contract management, grant solicitation, committee support, maintenance of accounts, notices, issuance of public statements and positions, and all such other duties as may be assigned from time to time by the Board of Directors.

SECTION 5.04 - SECRETARY. The Secretary shall keep:

- a) the minutes of the meetings of the Board of Directors in books provided for the purpose.
- b) a roll book of Members which derives from the tax records of Upper Merion Township.
- c) all other resolutions and acts of the Corporation.

By resolution of the Board of Directors, custody of records may be placed in Corporation offices and under the daily control of designated staff. Ministerial functions of the Secretary may be assigned to designated staff by the Board. The Secretary shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law. He shall be custodian of the records of the Corporation; see that the corporate seal is affixed to all documents which require said seal and which has been authorized to execute on behalf of the Corporation and when so affixing may attest to same; and, in general, perform all duties as, from time to time, may be assigned by the Board of Directors or the Chairman.

SECTION 5.05 - TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited in the name of the Corporation all monies and other valuable effects in such bank, or other depositories as shall, from time to time, be collected the Board of Directors. Whenever required, the Treasurer shall provide an account of the financial condition of the Corporation, and, in general, shall perform all duties incident to the office of a treasurer of a Corporation and such other duties as may be assigned to him by the Board of Directors or the Chairman. The Treasurer shall make a presentation on the fiscal condition of the Corporation at the annual meeting.

SECTION 5.06 – VACANCY; REMOVAL.

- a) Vacancy of Chairman. In the event that the Chairman resigns or is removed from office, the Vice-Chairman shall become the Chairman and a new Vice-Chairman shall be elected at the next regularly scheduled meeting of the Board. The person filling a vacancy in the unexpired term of Chairman shall serve for the unexpired term of the Chairman, as well as his one year term just as if he had succeeded to the position of Chairman at the end of the Chairman's term.
- b) Removal. Any Officer may be removed from office by majority vote of the Voting

Directors, with or without cause. Such Officer shall abstain from the removal vote. A new Officer shall be elected by the Board at its next regularly scheduled meeting, and shall then serve for the remainder of the unexpired term of the removed Officer.

SECTION 5.07 - SUBORDINATE OFFICERS, COMMITTEES AND AGENTS. The Board may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the Corporation may require, including one or more Assistant Secretaries, and one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board may from time to time determine. The Board may delegate to any Officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

ARTICLE VI FINANCIAL

SECTION 6.01 - FINANCIAL POLICIES. The Board shall adopt such financial and procurement policies as it deems appropriate from time to time, which policies shall be maintained in the offices of the Corporation.

SECTION 6.02 - ANNUAL REPORTS AND AUDITS. Annual reports and audits shall be prepared annually and reflect a full and correct statement of the affairs of the Corporation, including a balance sheet and a statement of operations from the preceding year. Reports and audits shall be prepared and certified by an independent Certified Public Accountant, whose report shall be submitted at a regular meeting of the Board and filed immediately thereafter at the principal office of the Corporation. This report shall be mailed to all Members of the Corporation and other interested public and private sector persons and filed with Upper Merion Township and as required by law, the Secretary of State of the Commonwealth or other required governmental agencies.

SECTION 6.03 - FISCAL YEAR. The fiscal year of the Corporation shall begin January 1, unless otherwise specified by the Board of Directors by resolution.

ARTICLE VII MISCELLANEOUS

SECTION 7.01 - SEAL. The Corporation shall maintain a suitable seal, bearing the name of the Corporation, which shall be in the custody and charge of the Secretary.

SECTION 7.02 - INSURANCE. The Corporation shall maintain insurance in such kinds and amounts as deemed necessary by the Board, including to insure itself for liability of its Directors and Officers and bonding when deemed necessary. The Treasurer shall be bonded, which bond shall be paid for by the Corporation.

SECTION 7.03 - PERSONAL LIABILITY OF DIRECTORS. A Director of this Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

- a. the Director has breached or failed to perform the duties of his or her office under 15 PA C.S.A. Section 513 (which, as amended from time to time, is hereafter called Section 513); and
- b. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

This Section 7.03 shall not limit a Director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute.

SECTION 7.04 – PROCEDURE; INTERPRETATION. The most recent edition of "Roberts' Rules of Order" shall govern daily course of procedure not otherwise provided for in these Bylaws. As used herein, words denoting the singular shall include the plural and vice versa, where appropriate, and words denoting one gender shall include the other gender.

SECTION 7.05 - AMENDMENTS. A proposal to amend, alter, repeal, or enact a By-law may be made by motion of the Board of Directors, or by petition of at least twenty-five Corporation Members, with such petition presented to the Board of Directors. The proposed amendment to the By-laws shall be adopted only upon receiving the affirmative vote of two-thirds of those Corporation Members present at a special meeting of the Corporation. A special meeting of the Corporation shall be held within ninety days of the proposed amendment being made, or petition received, by the Board of Directors. The meeting of the Corporation shall be advertised two times for two consecutive weeks prior to the special meeting, with the second advertisement being at least seven days prior to the special meeting. In addition, notices of the special meeting shall be sent via regular mail to the last known address of all Members of the Corporation, with such mail being sent at least fourteen days prior to the special meeting. The procedures and notice requirements in this Section 7.05 shall apply irrespective of any contrary provisions which may be contained in these By-laws.

SECTION 7.06 - CONFLICT OF INTEREST. Any material conflict of interest based on a financial interest or benefit, on the part of any Director or committee member shall be disclosed, in writing, to the Board of Directors, and except for a continuing disclosed conflict, whenever any Corporation contract or transaction in which a Director or committee member has a financial interest or benefit becomes a matter of Board, committee, or Corporation action. Any Director having a financial interest or benefit in any contract or transaction being considered at a committee meeting or meeting of the Board of Directors shall not vote or use his or her personal influence in the meeting, even where such actions are otherwise permitted by law. The minutes of the meeting shall record compliance with these requirements. The section shall not be construed as to prevent the interested Director or committee member from briefly stating his or her position regarding the contract and transaction, nor from answering pertinent questions of other Directors or committee members, since his or her knowledge may be of great assistance. All new committee members and Directors shall be immediately advised of the requirements of this Section.

SECTION 7.07 - STANDARD OF CARE; JUSTIFIABLE RELIANCE. A Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (i) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented; (ii) counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person; or (iii) a committee of the Board upon which the Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence. A Director shall not be considered to be acting in good

faith if the Director has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

ARTICLE VIII INDEMNIFICATION

SECTION 8.01 - SCOPE OF INDEMNIFICATION.

- a) General rule. The Corporation shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:
 - (1) where such indemnification is expressly prohibited by applicable law;
 - (2) where the conduct of the indemnified representative has been finally determined pursuant to Section 8.06 or otherwise
 - (i) to constitute willful misconduct or recklessness within the meaning of applicable law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or
 - (ii) to be based upon or attributable to the receipt by the indemnified representative from the Corporation of a personal benefit to which the indemnified representative is not legally entitled; or
 - (3) to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 8.06 to be otherwise unlawful.
- b) Partial payment. If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Corporation shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.
- c) Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.
- d) Definitions. For purposes of this Article:
 - (1) "indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Director, Officer, employee or agent of the Corporation, or, at the request of the Corporation, as a Director, Officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;
 - (2) "indemnified representative" means any and all Directors and Officers of the Corporation and any other person designated as an indemnified representative by the Board of Directors of the Corporation (which may, but need not, include any person serving at the request of the Corporation, as a Director, Officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

- (3) "liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys' fees and disbursements); and
- (4) "proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, a class of its security holders or otherwise.

SECTION 8.02 - PROCEEDINGS INITIATED BY INDEMNIFIED REPRESENTATIVES. Notwithstanding any other provision of this Article, the Corporation shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervener or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Voting Directors in office. This section does not apply to a reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 8.06 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

SECTION 8.03 - ADVANCING EXPENSES. The Corporation may, by resolution of the Board of Directors, pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 8.01 of the initiation of or participation in which is authorized pursuant to Section 8.02 upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined pursuant to Section 8.06 that such person is not entitled to be indemnified by the Corporation pursuant to this Article provided that expenses will not be advanced if the proceeding involves any claims of gross negligence or willful misconduct by the Corporation against such indemnified representative. The Board of Directors shall be authorized, but shall not be required, to resolve to pay such expenses irrespective of the financial ability of an indemnified representative to repay an advance.

SECTION 8.04 - SECURING OF INDEMNIFICATION OBLIGATIONS. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and directors and shall not be subject to voidability.

SECTION 8.05 - PAYMENT OF INDEMNIFICATION. An indemnified representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the Secretary of the Corporation.

SECTION 8.06 - ARBITRATION.

- a) General rule. Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Article, except with respect to indemnification for liabilities arising under the Securities Act of 1933 that the Corporation has undertaken to submit to a court for adjudication, shall be decided only by arbitration

in the metropolitan area in which the principal executive offices of the Corporation are located at the time, in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) then in effect, before a single arbitrator, selected by the Corporation and the indemnified representative, if they can agree; if they cannot agree within thirty (30) days of their receipt of a list of proposed arbitrators from AAA, the arbitrator shall be selected by the presiding judge of the Court of Common Pleas of Montgomery County.

- b) Burden of proof. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof.
- c) Expenses. The Corporation shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred unsuccessfully prosecuting or defending such arbitration.
- d) Effect. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by any part in accordance with applicable law in any court of competent jurisdiction, except that the Corporation shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Section 8.01(a)(2) in a proceeding not directly involving indemnification under this Article. This arbitration provision shall be specifically enforceable.

SECTION 8.07 - CONTRIBUTION. If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Corporation shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

SECTION 8.08 - MANDATORY INDEMNIFICATION OF DIRECTORS, OFFICERS, ETC. To the extent that an authorized representative of the Corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa. C. S. §1741 or §1742 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

SECTION 8.09 - CONTRACT RIGHTS; AMENDMENT OR REPEAL. All rights under this Article shall be deemed a contract between the Corporation and the indemnified representative pursuant to which the Corporation and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

SECTION 8.10 - SCOPE OF ARTICLE. The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of Members or disinterested Directors or otherwise both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to any person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

SECTION 8.11 - RELIANCE ON PROVISIONS. Each person who shall act as an indemnified representative of the Corporation shall be deemed to be doing so in reliance upon the rights provided in this Article.

SECTION 8.12 - INTERPRETATION. The provisions of this Article are intended to constitute bylaws authorized by 15 Pa. C. S. §513, §1746 and §518.



UPPER MERION TOWNSHIP POLICE DEPARTMENT

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

BLAINE LEIS
CHIEF OF POLICE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Upper Merion Township and the King of Prussia Mall concerning police coverage for the King of Prussia Mall for the period of January 1, 2025 through December 31, 2025.

- 1) The Upper Merion Township Police Department recognizes the King of Prussia Mall's importance to the community and region. The Upper Merion Township Police Department agrees to provide a high level of policing to the King of Prussia Mall on a 24/7 basis, 365 days per year.
- 2) The Upper Merion Township Police Department shall provide two uniformed police officers to patrol the interior of the King of Prussia Mall on Fridays and Saturdays from 5:00 PM to 9:00 PM, 52 weeks per year. These details will be compensated at the current off-duty detail rate.
 - a. For the full year of 2025 this will be:
832 hours X \$103.00 = \$85,696
 - b. The total amount, for the purposes of this section is **\$85,696**
 - c. If additional officers are added to the detail it will be calculated at the above rate.
- 3) The King of Prussia Mall provides the Upper Merion Township Police Department with a police substation at the Plaza, with 24/7 access for the police to perform their duties.
 - a. The maintenance and cleaning costs of the substation will be funded by the King of Prussia Mall.
- 4) The King of Prussia Mall acknowledges that the activities at the mall complex impacts the resources (both sworn and non-sworn) of the Upper Merion Township Police Department. The King of Prussia Mall agrees to pay an impact fee to Upper Merion Township and an administrative fee for the year 2025.
 - a. 50% of base patrolman salary (**\$134,952**) = **\$67,476**
 - b. An administrative fee of \$2,000 for non-sworn administrative activities

What people do for themselves dies with them; what people do for their community lives on ...

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

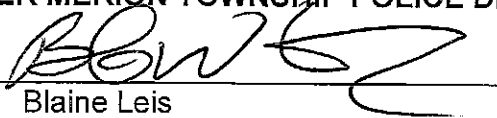
- a. Weekend Details: **\$85,696**
- b. Impact Fee: **\$67,476**
- c. Administrative Fee: **\$2,000**
- d. Total Cost: **\$155,172**

6) This fee will be paid in equal monthly (12 months) installments of **\$12,931**

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

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of **September 13th, 2024.**

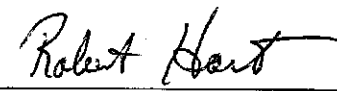
UPPER MERION TOWNSHIP POLICE DEPARTMENT

By: 
Blaine Leis
Chief of Police

UPPER MERION TOWNSHIP

By: _____
Anthony Hamaday
Township Manager

KING OF PRUSSIA MALL

By: 
Robert Hart
Mall Manager

**RESOLUTION NO. 2024-31
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PA**

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

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

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

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

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

WHEREAS, Upper Merion Township has reviewed this amendment and criteria, and unanimously approves the reduction of members' contributions by the Police Pension Plan members to be four (4.00%) for the year 2025.

NOW, THEREFORE, BE IT RESOLVED, that Upper Merion Township does hereby ratify and affirm the reduction of members' contributions to the Police Pension Plan by its members for the year 2024.

RESOLVED, this 17th day of October, 2024 by the Board of Supervisors of Upper Merion Township.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
**ANTHONY T. HAMADAY
TOWNSHIP MANAGER**

By: _____
**TINA GARZILLO
CHAIRPERSON**

RESOLUTION 2024-32

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

ATTEST:

UPPER MERION TOWNSHIP

Anthony Hamaday
Township Manager

By: _____
Tina Garzillo
Chairperson

I, Anthony Hamaday, Township Manager of the Township of Upper Merion, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held the 17th day of October, 2024.

Date: 10/17/2024

Chairperson

PennDOT Municipal Winter Traffic Agreement

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

DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900040262
FEDERAL I.D. NO.: 23-6000540
SAP VENDOR NO.: 138816

Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Upper Merion Township, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Description of Work.

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.

- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.

2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.

3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.

4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. Winter Emergency. If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

c. Funding Adjustments. PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. Relationship of the Parties. The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. Termination for Cause by PennDOT. If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Stephen Lantz
Address: 7000 Geerdes Boulevard
King of Prussia, PA 19406
Fax Number:
Email Address: stelantz@pa.gov

If to the Service Provider:

Name or Title: Public Works Superintendent
Address: 175 West Valley Forge Road
King of Prussia, PA 19406
Fax Number:
Email Address: tlachenmayer@umtownship.org

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are

superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider *

BY _____
Signature DATE

BY _____
Signature DATE

Title

Title

***If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.**

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

BY _____
Title: District Executive DATE

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT
NO. 3900040262

BY _____
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

Cc: Pattijo <ffiddledee@gmail.com>, Jen Schauble <jen.schauble@comcast.net>, Charles Rossi <chasrit@aol.com>, Schultz Shorty <fes@comcast.net>, Ed Mehalick <emehalic3868@comcast.net>, lizzy.jenaway@gmail.com, Blaine Leis <bleis@umtownship.org>, Christopher Dolga <cdolga@umtownship.org>, "James W. Johnson" <jwjohnson@umtownship.org>, Anthony Hamaday <ahamaday@umtownship.org>

Subject: Re: National Night Out (Rescheduled) and PSCAB Meeting

Jordan

Congrats to your wife and you. I am sure it will be exciting. Having spent 18 months on assignment in DC (many years ago) I found it to be a tremendous experience and DC is an awesome city - next to Upper Merion.

Please send an email to township manager Hamaday indicating your resignation due to an impending move to make it official. I copied him on this email so you have his email now.

Best wishes
Bill

Sent from my iPhone

On Sep 29, 2024, at 9:03 PM, Jordan Rhone <jordan.rhone@aol.com> wrote:

Hi all,

I just wanted to take a moment to fill you in on a life update from my end. This past month, my wife, Doménica, accepted a job just outside D.C. working with a U.N. agency. We're thrilled because it's her dream job, but also saddened to report our departure from Upper Merion — which we truly loved. I didn't expect something like this to happen so soon, but she continues to defy my expectations so I can't say I'm all that surprised!

I'm sorry that I will have to step away from the PSCAB after a short tenure. I would have loved to keep making an impact and learning from you all for a long time — and maybe I'll be able to do so again someday when we decide where we want to settle down and start a family at. I know Upper Merion will be at the top of my list! (It's where we got married, after all!)

But, for now, we go to Northern Virginia to be near the international relations job market that she desires to be in and worked so hard to achieve.

I'll hopefully get around to sending Jen an email with some ideas I typed up in case you are brainstorming new initiatives into the fall and New Year.

Thanks so much for the warm welcome and friendship during my time in Upper Merion. It's great to know a community like this exists and it's been a true privilege to have it — and you all — as part of my journey.

Please feel free to keep in touch! 😊



HOBBS & COMPANY INC
 P O BOX 2140
 BOOTHWYN PA 19061-8140
 610-485-4701

Progress Billing

Application: 4

Period: 06/30/2024

License:

Owner: Upper Merion Township

Job Location: KOP - Site Lighting
 175 West Valley Forge Road
 King of Prussia PA 19406

Application For Payment On Contract

Original Contract.....	385,000.00	
Net Change by Change Orders.....	0.00	
Contract Sum to Date.....	385,000.00	
Total Complete to Date.....	<u>385,000.00</u>	
Total Retained.....	38,500.00	
Total Earned Less Retained.....	<u>346,500.00</u>	
Less Previous Billings.....	<u>276,862.50</u>	
Current Payment Due.....	<table border="1" style="display: inline-table;"><tr><td style="text-align: center;">69,637.50</td></tr></table>	69,637.50
69,637.50		
Balance on Contract.....	<u>38,500.00</u>	

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

Terms: Invoices are due and payable 30DY from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: HOBBS & COMPANY INC

Thank you for your prompt payment.



HOBBS & COMPANY INC
 P O BOX 2140
 BOOTHWYN PA 19061-8140
 610-485-4701

Progress Billing

Application: 5

Period: 09/30/2024

License:

Owner: Upper Merion Township

Job Location: KOP - Site Lighting
 175 West Valley Forge Road
 King of Prussia PA 19406

Application For Payment On Contract

Original Contract.....	385,000.00
Net Change by Change Orders.....	<u>0.00</u>
Contract Sum to Date.....	<u>385,000.00</u>
Total Complete to Date.....	<u><u>385,000.00</u></u>
Total Retained.....	<u>0.00</u>
Total Earned Less Retained.....	<u><u>385,000.00</u></u>
Less Previous Billings.....	<u>346,500.00</u>
Current Payment Due.....	<div style="border: 1px solid black; padding: 2px; display: inline-block;">38,500.00</div>
Balance on Contract.....	<u>0.00</u>

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

Terms: Invoices are due and payable 30DY from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: HOBBS & COMPANY INC

Thank you for your prompt payment.

Rummel Klepper & Kahl, LLP
 Federal Tax ID 52-0599112



King of Prussia District, PA
 234 Mail Boulevard
 Suite 150
 King of Prussia, PA 19406

September 24, 2024
 Invoice No: 22189.000 - 19

Invoice Total	\$7,963.42
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Project 22189.000 KOP BID First Ave Linear Park Phase 2 CI
Professional Services from July 27, 2024 to August 30, 2024

Task RKK.001 First Ave Phase Two
Professional Personnel

	Hours	Rate	Amount	
Dill, Ryan	2.50	62.95	157.38	
Totals	2.50		157.38	
Total Labor				\$157.38
PBOH	116.28 % of 157.38		183.00	
Fixed Fee	10.00 % of 340.38		34.04	
Total Additional Fees			217.04	\$217.04
			Total this Task	\$374.42

Task RKK.002 First Ave Phase Three
Professional Personnel

	Hours	Rate	Amount	
Dill, Ryan	8.50	62.95	535.08	
Jernigan, Joseph	72.00	36.01	2,592.72	
Totals	80.50		3,127.80	
Total Labor				\$3,127.80

Reimbursable Expenses

Direct Expense-Mileage				
8/12/2024	Dill, Ryan	Visit to KOP First Ave project	115.91	
Direct Expense-Travel				
8/12/2024	Dill, Ryan	EZ Pass tolls to KOP First Ave Project	31.80	
Total Reimbursables			147.71	\$147.71

PBOH	116.28 % of 3,127.80		3,637.01	
Fixed Fee	10.00 % of 6,764.81		676.48	
Total Additional Fees			4,313.49	\$4,313.49
			Total this Task	\$7,589.00

TOTAL THIS INVOICE \$7,963.42

REMIT TO:
 RUMMEL, KLEPPER & KAHL LLP
 700 E PRATT ST STE 500
 BALTIMORE, MD 21202

Invoice prepared by Cole Miller
 comiller@rkk.com

Certified True & Correct

Date: 9/24/2024

Eric Wickwire

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. **WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. **WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-85369-1
10/3/2024 1:32 PM
11/29/2024

Client:

Bill To:
Upper Merion Township, PA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	(785)-370-7821	may@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	USD 3,660.35
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,830.18
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	USD 1,128.60
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -564.30
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 570.00
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -285.00
1.00	SSL Management CivicPlus Provided	SSL Management – CP Provided Only 1 per domain (Annually Renews)	USD 84.55
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -44.50
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://URL)	USD 118.50
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee (http://URL)	USD 179.55
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -89.78
1.00	Premium Implementation - CivicEngage	Premium Implementation	USD 9,476.25

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
250.00	Website Content Development - 1 Page	Content Development - 1 Page - CivicEngage	USD 7,500.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	USD 3,375.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	USD 637.50
4.00	Website New Customer Virtual Consulting - Up to 3 hours	Consulting - Virtual, Up to 3 Hour	USD 2,250.00
2.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee: Department Name	USD 2,494.70
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,247.35
2.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	USD 9,135.00
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	USD 650.00
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -325.00
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	USD 375.00
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	USD 5,355.00

Group2

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AudioEye Managed	AudioEye Managed	USD 4,275.00
1.00	Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,068.75

Group3

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Website Platinum Hosting & Security	Platinum Hosting & Security per domain (must be purchased for each)	USD 5,623.00

Group4

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Monsido Economy Package - 2,500 Pages & 100 PDF Accessibility Checks	Monsido Economy Package – 2,500 Pages & 100 PDF Accessibility Checks	USD 3,480.00
1.00	Monsido Provisioning Fee	Monsido Account Activation and Setup	USD 500.00

List Price - Initial Term Total	USD 74,450.00
Total Investment - Initial Term	USD 55,413.14
Annual Recurring Services (Subject to Uplift)	USD 27,500.75

Initial Term	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

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

HCR HEALTHCARE PROPERTIES LLC and 600 W. VALLEY FORGE ROAD OPERATIONS LLC	:	IN THE COURT OF COMMON PLEAS
v.	:	OF MONTGOMERY COUNTY, PA
	:	CIVIL ACTION - LAW
	:	NO. 2021-20726
THE MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS and THE UPPER MERION AREA SCHOOL DISTRICT	:	TAX PARCEL NO. 58-00-19471-40-6

ORDER

AND, NOW, this day of , 2024, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

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

BY THE COURT:

J.

FOX ROTHSCHILD LLP

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

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

HCR HEALTHCARE PROPERTIES LLC	:	IN THE COURT OF COMMON PLEAS
and 600 W. VALLEY FORGE ROAD	:	OF MONTGOMERY COUNTY, PA
OPERATIONS LLC	:	
v.	:	CIVIL ACTION - LAW
	:	
THE MONTGOMERY COUNTY	:	NO. 2021-20726
BOARD OF ASSESSMENT APPEALS	:	
and THE UPPER MERION AREA	:	TAX PARCEL NO. 58-00-19471-40-6
SCHOOL DISTRICT	:	

STIPULATION TO SETTLE

WHEREAS, HCR Manorcare Properties LLC, was the owner of the property located at **600 W. Valley Forge Road** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-19471-40-6** (hereinafter the “Subject Property”); and

WHEREAS, in 2021, **HCR Manorcare Properties LLC** appealed the assessment of the Subject Property to the Montgomery County Board of Assessment Appeals seeking a reduction in the assessment of the property; and

WHEREAS, on September 23, 2021, the Board of Assessment Appeals issued a Notice of No Change in Assessment on the Subject Property and confirmed the assessment of **5,500,000**, effective January 1, 2022 for County and Township tax purposes, and July 1, 2022 for

the School District tax purposes; and

WHEREAS, HCR Manorcare Properties LLC appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about October 20, 2021; said appeal being filed at Docket No. 2021-20726; and

WHEREAS, HCR Manorcare Properties LLC sold the Subject Property to **600 West Valley Forge Road PA Owner LLC** on December 15, 2022, and **600 W. Valley Forge Road Operations LLC** (an entity affiliated with the current owner, 600 West Valley Forge Road PA Owner LLC) intervened in the pending tax assessment appeal on May 19, 2023; and

WHEREAS, HCR Manorcare Properties LLC, 600 West Valley Forge Road PA Owner LLC and 600 W. Valley Forge Road Operations LLC are hereinafter collectively referred to as "Taxpayers"; and

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

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

1. Effective January 1, 2022 for Township and County tax purposes, and effective July 1, 2022 for School tax purposes, the assessment on the Subject Property shall be reduced from **5,500,000 to 4,749,375.**

2. Effective January 1, 2023 for Township and County tax purposes, and effective July 1, 2023 for School tax purposes, the assessment on the Subject Property shall be reduced from **5,500,000 to 4,603,500.**

3. Effective January 1, 2024 for Township and County tax purposes, and effective

July 1, 2024 for School tax purposes, the assessment on the Subject Property shall be reduced from **5,500,000 to 3,949,380**.

4. Effective January 1, 2025 for Township and County tax purposes, and effective July 1, 2025 for School tax purposes, the assessment on the Subject Property shall be reduced from **5,500,000 to 3,660,130**.

5. The assessment shall remain at **3,660,130** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

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

7. As a result of the adjustments to the assessment on the Subject Property, Taxpayers are entitled to a refund, without interest, from Montgomery County for tax years 2022 through 2024 in the amount of **\$14,167.54** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	5,500,000	4,749,375	750,625	3.923	\$2,944.70
2023	5,500,000	4,603,500	896,500	4.237	\$3,798.47
2024	5,500,000	3,949,380	1,550,620	4.788	\$7,424.37

8. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$14,167.54**, unless Taxpayers paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to *“600 W. Valley Forge Road Operations LLC,”* and, with respect to Tax Year 2022, to be allocated by Taxpayers based upon their respective time periods of ownership. The refund shall

be mailed to the following address:

600 W. VALLEY FORGE ROAD OPERATIONS LLC
c/o Paul Tannenbaum, Esquire
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, NJ 08837

9. As a result of the adjustments to the assessment on the Subject Property, Taxpayers are entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College for tax years 2022 through 2024 in the amount of **\$1,247.12** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	5,500,000	4,749,375	750,625	0.39	\$292.74
2023	5,500,000	4,603,500	896,500	0.39	\$349.64
2024	5,500,000	3,949,380	1,550,620	0.39	\$604.74

10. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayers a refund, without interest, in the amount of **\$1,247.12**, unless Taxpayers paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “*600 W. Valley Forge Road Operations LLC,*” and, with respect to Tax Year 2022, to be allocated by Taxpayers based upon their respective time periods of ownership. The refund shall be mailed to the following address:

600 W. VALLEY FORGE ROAD OPERATIONS LLC
c/o Paul Tannenbaum, Esquire
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, NJ 08837

11. As a result of the adjustments to the assessment on the Subject Property, Taxpayers are entitled to a refund, without interest, from Upper Merion Township for tax years 2022 through 2024 in the amount of **\$12,717.69** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022	5,500,000	4,749,375	750,625	3.38	\$2,537.11
2023	5,500,000	4,603,500	896,500	3.64	\$3,263.26
2024	5,500,000	3,949,380	1,550,620	4.461	\$6,917.32

12. Upon approval of the Stipulation to Settle by the Court, the business manager or tax collector for Upper Merion Township shall issue to Taxpayers a refund, without interest, in the amount of **\$12,717.69**, unless Taxpayers paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “600 W. Valley Forge Road Operations LLC,” and, with respect to Tax Year 2022, to be allocated by Taxpayers based upon their respective time periods of ownership. The refund shall be mailed to the following address:

600 W. VALLEY FORGE ROAD OPERATIONS LLC
 c/o Paul Tannenbaum, Esquire
 Zipp & Tannenbaum, LLC
 280 Raritan Center Parkway
 Edison, NJ 08837

13. As a result of the adjustments to the assessment on the Subject Property, Taxpayers are entitled to a refund, without interest, from the Upper Merion Area School District for tax years 2022/2023, and 2023/2024 in the amount of **\$35,831.41** which is calculated as follows:

YEAR	CURRENT ASSESSMENT	NEW ASSESSMENT	DIFFERENCE	MIL RATE	OVERPAYMENT
2022/2023	5,500,000	4,749,375	750,625	21.46	\$16,108.41
2023/2024	5,500,000	4,603,500	896,500	22.00	\$19,723.00

14. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayers a refund, without interest, in the amount of **\$35,831.41**, unless Taxpayers paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “600 W. Valley Forge Road Operations LLC,” and, with respect to the School District’s 2022/2023 fiscal year, to be allocated by Taxpayers based upon their respective time periods of ownership. The refund shall be mailed to the following address:

600 W. VALLEY FORGE ROAD OPERATIONS LLC
c/o Paul Tannenbaum, Esquire
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, NJ 08837

15. The parties acknowledge that School District taxes for the 2024/2025 fiscal year may be paid by Taxpayer based on the original 5,500,000 assessment, rather than the 3,949,380 New Assessment. Upper Merion Area School District agrees that to the extent there is an overpayment for the 2024/2025 fiscal year, Taxpayer will be entitled to an additional refund. The refund shall be mailed to the following address:

600 W. VALLEY FORGE ROAD OPERATIONS LLC
c/o Paul Tannenbaum, Esquire
Zipp & Tannenbaum, LLC
280 Raritan Center Parkway
Edison, NJ 08837

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

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

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

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



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

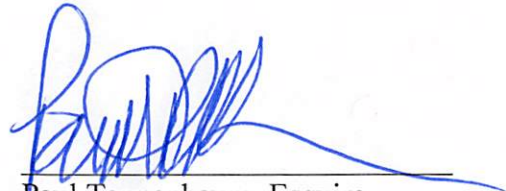


Glen-David Schwarzschild, Esquire
Attorney for Taxpayer, HCR Manorcare
Properties LLC

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday
Upper Merion Township Manager



Paul Tannenbaum, Esquire
Attorney for 600 W. Valley Forge Road PA
Owner, LLC; and 600 W. Valley
Forge Road Operations LLC

R.F. Design & Integration Inc
 2180 Hornig Rd
 Building C
 Philadelphia, PA 19116
 215-245-1700 Office 215-244-1960 Fax
 sales@rfdesign-int.com



Estimate PA Costars
012-115 /008-208

Date	Estimate #
9/26/2024	9653

Name / Address
Upper Merion Township Police Dept 175 West Valley Forge Rd King of Prussia Pa. 19406

Ship To
Upper Merion Township Police Dep 175 West Valley Forge Rd King of Prussia, PA 19406

Rep	Terms	Project
KJN	Net 30	

Item	Description	Qty	U/M	Rate	Total
SFW-SCOUT-EX...	Scout EX Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package. Includes IRR. Software Key version.	3	ea	10,781.40	32,344.20T
SCOUTPC	Mini PC, hardened OS for Console Position.	3	ea	2,802.60	8,407.80T
ACC-TSC-S	22" Full HD Touch Screen Monitor, HDMI/ DPort/VGA/DVI Inputs. No driver req.	3	ea	2,327.40	6,982.20T
ACC-HED-6W-NC	Complete 6W Headset, Plantronics EncorePro HW510 Noise Canceling Microphone with plug-prong base	3	ea	395.28	1,185.84T
AVT-USB-FSW-...	Single Treadle USB PTT Footswitch Accessory for Software Media Workstation, 10' cord	3	ea	456.84	1,370.52T
ACCUSB-SPK-2	Avtec USB Dual Speaker Kit, Scout Software Media Workstation	6	ea	976.08	5,856.48T
ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	3	ea	651.84	1,955.52T
ACCUSB-HJB	Avtec USB Headset/handset jack box (single jack), Scout Software Media Workstation. Designed for Scout version 4.8 and earlier running Software Media Workstation	5	ea	997.92	4,989.60T
ACCUSB-HUB10	10 Port USB 3.0 Hub with Power Adapter. Mounting kit included. Installs on/under a desk, to a wall or DIN rail using the hardware & included DIN brackets.	3	ea	501.12	1,503.36T
SFW-VPG-L1-SK	3ft USB 3.0 cable included Redundant VP Gate Software License for a maximum of 40 endpoints; up to 20 may be "B" Licenses. Software license version	1	ea	14,901.60	14,901.60T

Total

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Date	Estimate #
9/26/2024	9653

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Rep	Terms	Project
KJN	Net 30	

Item	Description	Qty	U/M	Rate	Total
ACC-CPU-STD-2...	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2022 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	2	ea	8,454.24	16,908.48T
OUTPOSTPLUS...	OUTPOSTPLUS RADIO GATEWAY, VOIP, 4 PORT, POE, POWER SUPPLY NOT INCLUDED	3	ea	3,573.36	10,720.08T
DSOUTPOSTPL...	OUTPOSTPLUS CONFIGURATION TOOL. 1 REQUIRED PER SITE.	1	ea	179.76	179.76T
OUTPOSTPLUS...	KIT TO ADD SUPPORT FOR (1) EACH MOTOROLA XPR ENDPOINT. INCLUDES LICENSE AND CABLE.	4	ea	927.36	3,709.44T
OUTPOSTPLUS...	OUTPOSTPLUS KIT TO ADD SUPPORT FOR (1) EACH MOTOROLA APX MOBILE ENDPOINT. INCLUDES LICENSE AND CABLE.	4	ea	927.36	3,709.44T
SFW-VPG-P25-1...	Supplementary VPGate P25 endpoint license, requires SFW VPG-XXXX. Supports up to 10 each redundant P25 DFSI or CSSI endpoints. Software license version.	1	ea	9,312.24	9,312.24T
MCEDGE-CBLC...	MC-Edge I/O Cable Cover, protects connections.	4	ea	16.80	67.20T
MCEDGE-IO-LO	MC-Edge I/O Low Expansion Module, for use with MCEDGE MAIN. 16 Inputs and 8 Outputs, 5-18V. Up to 5 expansion modules per MCEDGE-MAIN	3	ea	667.80	2,003.40T

Total

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Date	Estimate #
9/26/2024	9653

Name / Address
Upper Merion Township Police Dept 175 West Valley Forge Rd King of Prussia Pa. 19406

Ship To
Upper Merion Township Police Dep 175 West Valley Forge Rd King of Prussia, PA 19406

Rep	Terms	Project
KJN	Net 30	

Item	Description	Qty	U/M	Rate	Total
MCEDGE-MAIN	MC-Edge Main Module CPU, Configured for Aux I/O. 3 Inputs and 1 Output. Includes Power Supply with AC and DC power cables	1	ea	1,759.80	1,759.80T
MCEDGE-RM	MC-Edge Rack Mount Adapter for 19" EIA racks. Supports up to 10 modules via DIN Rail, 5 on the front and 5 on the rear. 4U tall. Includes 2 stops to keep the modules in place on the rail.	1	ea	499.80	499.80T
ACC-NETWK-24...	24G-Port PoE+ 1U Managed Ethernet Switch with 4 SFP Slots	1	ea	7,062.12	7,062.12T
ACC-MTG-1U-RR	Kit to add support for rack mount 1U servers mounted in a 2 post rack	2	ea	210.00	420.00T
DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM. Includes 8 cables	1	ea	3,552.12	3,552.12T
OUTPOSTPLUS...	OUTPOSTPLUS POWER SUPPLY, NORTH AMERICA	3	ea	115.56	346.68T
OUTPOSTPLUS...	OUTPOSTPLUS POWER CORD, US	3	ea	17.28	51.84T
OUTPOSTPLUS...	OUTPOSTPLUS RACKMOUNT SHELF (HOLDS 2 UNITS)	2	ea	231.12	462.24T
DSSVC-CSLT-PE...	DSSVC-CSLT-PE-U	24,000	ea	1.20	28,800.00T

Total

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Estimate PA Costars
012-115 /008-208

Date	Estimate #
9/26/2024	9653

Name / Address
Upper Merion Township Police Dept 175 West Valley Forge Rd King of Prussia Pa. 19406

Ship To
Upper Merion Township Police Dep 175 West Valley Forge Rd King of Prussia, PA 19406

Rep	Terms	Project
KJN	Net 30	

Item	Description	Qty	U/M	Rate	Total
DSHARDWARE	YEAR 1 ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	0	ea	0.00	0.00T
DSSCOUTCARET1	YEAR 1 One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access	0	ea	0.00	0.00T
DSHARDWARE	YEAR 2 ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	2,512	ea	1.20	3,014.40T
DSSCOUTCARET1	YEAR 2 One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access	10,697	ea	1.20	12,836.40T
DSHARDWARE	YEAR 3 ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	2,512	ea	1.20	3,014.40T
DSSCOUTCARET1	YEAR 3 One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access	10,697	ea	1.20	12,836.40T
				Total	

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Estimate PA Costars
012-115 /008-208

Date	Estimate #
9/26/2024	9653

Name / Address
Upper Merion Township Police Dept 175 West Valley Forge Rd King of Prussia Pa. 19406

Ship To
Upper Merion Township Police Dep 175 West Valley Forge Rd King of Prussia, PA 19406

Rep	Terms	Project
KJN	Net 30	

Item	Description	Qty	U/M	Rate	Total
DSHARDWARE	YEAR 4 ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	2,512	ea	1.20	3,014.40T
DSSCOUTCARETI	YEAR 4 One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access	10,697	ea	1.20	12,836.40T
DSHARDWARE	YEAR 5 ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	2,512	ea	1.20	3,014.40T
DSSCOUTCARETI	YEAR 5 One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access	10,697	ea	1.20	12,836.40T
Labor-Service	INSTALLATION OF ABOVE ITEMS; FULL SCOPE OF WORK TO FOLLOW AFTER Sales Tax	1	ea	18,250.00	18,250.00T
				0.00%	0.00

Total	\$250,714.96
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 215-245-1700 Office 215-244-1960 Fax
 sales@rfdesign-int.com



Estimate PA Costars
012-115 /008-208

Date	Estimate #
9/30/2024	9661

Name / Address
Upper Merion Township Public Safety Depar 175 W. Valley Forge Road King of Prussia, PA 19406

Ship To
Upper Merion Township Public Safety Depar 175 W. Valley Forge Road King of Prussia, PA 19406

Rep	Terms	Project
KJN	Due on receipt	

Item	Description	Qty	U/M	Rate	Total
683-0587	Recorder Option NexLog 740 DX-Series base system 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1	ea	0.00	0.00T
S07-0001-12	Software Update Subscription (DXSUS) For complete DX-Series recording Solution, DX-Series Virtua Recording Solution and DX-Series Smart Edge Capture Device. Continuous DXSUS subscription is required for access to versions and updates. First 12 Months.	1	ea	35,750.00	35,750.00T
S07-0002-12	Software Update Subscription (DXSUS) For complete DX-Series recording Solution, DX Series Virtua Recording Solution and DX-Series Smart Edge Capture Device. Continuous DXSUS subscription is required for access to versions and updates. 12 Month Add ons. 3%	4	ea	0.00	0.00T

				Total	
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R.F. Design & Integration Inc
 2180 Hornig Rd
 Building C
 Philadelphia, PA 19116
 215-245-1700 Office 215-244-1960 Fax
 sales@rfdesign-int.com



Estimate PA Costars
012-115 /008-208

Date	Estimate #
9/30/2024	9661

Name / Address
Upper Merion Township Public Safety Depar 175 W. Valley Forge Road King of Prussia, PA 19406

Ship To
Upper Merion Township Public Safety Depar 175 W. Valley Forge Road King of Prussia, PA 19406

Rep	Terms	Project
KJN	Due on receipt	

Item	Description	Qty	U/M	Rate	Total
683-0589	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	ea	0.00	0.00T
683-0750	Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap MegaRAID1=2TB storage	1	ea	0.00	0.00T
683-0622	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	1	ea	0.00	0.00T
683-0723	rack mount slides	1	ea	0.00	0.00T
683-0366	INTERNAL IP RECORDER W/8 G.711 CH. LICENSES	2		0.00	0.00T
683-0367	ADD-ON LICENSE PACK (INTERNAL IP RECORDER) WITH 8 CHANNEL LICENSES FOR G.711	2		0.00	0.00T
683-0384	METADATA INTEGRATION FOR MAX DISPATCH, RoIP, AND OTHER SYSTEMS	1		0.00	0.00T
	Sales Tax Item			0.00%	0.00

Total \$35,750.00

RESOLUTION 2024-__

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION GRANTING A WAIVER OF THE REQUIREMENT OF A
FORMAL LAND DEVELOPMENT APPLICATION FOR
191 TOWN CENTER ROAD DUE TO LACK OF SIGNIFICANT EXTERIOR BUILDING
MODIFICATIONS AND THE IMPOSITION OF AN AFFORDABILITY RESTRICTIVE
COVENANT FOR 20 APARTMENT DWELLING UNITS IN THE
GR-GARDEN APARTMENTS DISTRICT**

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

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

WHEREAS, the Upper Merion Area Housing Association ("Applicant"), as lessee of the "Christian Education Building", is an equitable owner of a portion of a 2.179 +/- acre property owned by the Valley Forge Church located at the corner of Prince Frederick Street and Town Center Road with a street address of 191 Town Center Road, Upper Merion Township, in the GR-Garden Apartment Zoning District, being Montgomery County Parcel Numbers 58-00-15238-00-4, 58-00-11173-00-1, 58-00-11176-00-7, and 58-00-11179-00-4 (collectively, the "Property");

WHEREAS, the Property is currently used as a place of worship with an associated daycare and food pantry and consists of a chapel building, a "Christian Education Building", an off-street parking lot, a playground area, and associated improvements;

WHEREAS, the Applicant is proposing to develop the Cristian Education Building into 17 efficiency/single-bedroom and 3 two-bedroom affordable housing units (i.e. 20 total units) for vulnerable populations in the surrounding community, primarily utilizing of the existing footprint of the building, the addition of another story, and the addition of a vestibule entrance and elevator tower on the courtyard-side of the chapel wing of the building (the "Project");

WHEREAS, six (6) of the efficiency/single-bedroom units will initially be for individuals in Delta Family Services' Supervised Independent Living Program for 18-21 year-old youth who age out of the foster care system and who will be at or below 50% of the Area Median Income; four (4) of the efficiency/single-bedroom units will initially be for adults with autism and/or other disabilities referred through Montgomery County's HealthChoices Medical Assistance Program who will be at or below 20% of the Area Median Income; two (2) of the efficiency/single-bedroom units will initially be for local adults whose income is at or below 50% of the Area Median Income; and five (5) of the efficiency/single-bedroom and the three (3) two-bedroom units will initially be for local adults/families whose income is at or below 60% of the Area Median Income. The above listed Area Median Income limits shall be hereinafter referred to as "Area Median Income Limits";

WHEREAS, the Applicant will be required to file affordability restrictive covenant(s) against the Property that will result in a thirty (30) year restrictive covenant agreement recorded as a deed restriction on the Property that will require the units in the Project to stay at the Area Median Income Limits (the “Affordability Covenant”);

WHEREAS, the minor exterior additions to the Christian Education Building are being made to comply with Township staff and Board recommendations;

WHEREAS, due to the agreement to file the Affordability Covenant, and due to the limited nature and extent of the Project, the limited impact on the public, and the lack of public improvements associated with the Project, on August 19, 2024 the Applicant submitted a written request for the Township waive the entirety of Chapter 145, Subdivision or Land, including a waiver of the required approval process for submitting, reviewing, and approving land development plans;

NOW, THEREFORE, BE IT RESOLVED by the Upper Merion Township Board of Supervisors that due to Affordability Covenant restricting the property to the Area Median Income Limits for at least 30 years, and due to the limited nature of the Project and public improvements proposed, the entirety of Chapter 145, Subdivision of Land, and the approvals required therein, are hereby **WAIVED** upon acceptance of the conditions set forth below, the Plan is hereby conditionally **APPROVED**, subject to the following conditions:

1. The Project shall be developed as depicted in the Plan, with any recommended revisions of the Township Engineer. A revised, recordable plan shall be signed by the Township, the Township Engineer, and the Applicant and Landowner, and recorded in the Montgomery County Recorder of Deeds Office prior to the issuance of any Building Permits or Grading Permits for the Project.

2. Applicant must undergo any additional *necessary* reviews from any outside agency having jurisdiction (e.g. Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation) and obtain any necessary planning modules, approvals, or permits from such agencies, if any, before the issuance of a Building Permit.

3. The Applicant shall comply with the Township Fire Marshal Review Letter dated August 19, 2024 to the satisfaction of the Township Fire Marshal.

4. The Applicant shall satisfy the requirements of all other Upper Merion Township Codes, including the Township’s Zoning Code, unless additional relief is obtained.

5. The Applicant shall complete a full stormwater review, accommodate any additional stormwater runoff, and reduce the Property’s stormwater to the extent possible, to the satisfaction of the Township Engineer. As applicable to the stormwater management facilities to be installed for the Project, the Applicant must complete and record a stormwater management facilities operation and maintenance agreement in a form satisfactory to the Township Solicitor prior to any building permits or paving/grading permits being issued for the Project.

6. The Applicant shall submit a landscaping plan for the review and approval of the Township Engineer. The landscaping plan, and any plan depicting stormwater facilities, shall be part of the recordable plan to be recorded.

7. Through the Affordability Covenant, the Applicant has represented to the Township that the Property will be subject to restrictive covenants running with the land for at least thirty (30) years that will require the tenants of the residential units installed for the Project to remain at or below the Area Median Income Limits. The Applicant shall provide any such restrictive covenants to the Township Solicitor for review prior to the issuance of Building Permits for the Project. Such covenants must be deemed satisfactory by the Township Solicitor to restrict the Property as represented by the Applicant.

8. The Applicant shall be responsible for payment of all Township consultant, professional review and inspection fees related to the Project prior to the issuance of a Use and Occupancy Permit for the first unit constructed for the Project.

9. The Applicant shall purchase all required EDUs for the change in use from the Upper Merion Township Sanitary and Stormwater Authority prior to the issuance of a Building Permit.

10. All future development on the Property, including any individual parcel compromising the Property, shall be subject to new application and approval by the Township.

11. Parcels 58-00-11173-00-1, 58-00-11176-00-7, and 58-00-11179-00-4, which currently provide parking for the Project, shall not be developed or subdivided in a manner that will reduce the parking availability for the Project.

12. The Applicant shall obtain all required Township permits for the Project, including all building, zoning, and occupancy permits, and these conditions shall be considered incorporated into any such permits. The Applicant shall be required to pay all required permit fees for the Project.

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

This Resolution shall bind the Applicant, Landowner, and the Applicant/Landowner's successors and assigns. This Resolution does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plan. Furthermore, this Resolution, and the approvals/waiver and conditions contained herein, shall be rescinded automatically and deemed denied upon Applicant's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's signature below. The Applicant understands that accepting the Plan conditions and failing to appeal any conditions, as drafted, within thirty (30) days of the approval date set forth below shall serve as a waiver of any such right to appeal and an acceptance of all conditions that, where applicable, shall bind future owners of the Property. The Applicant agrees that the interpretation of any conditions in this Resolution, if later challenged, shall be interpreted in favor of the Township.

RESOLVED AND APPROVED this ___ day of _____, 2024.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS:**

By: Anthony Hamaday,
Township Manager

By: Tina Garzillo, Chairperson

ACCEPTANCE OF CONDITIONS:

APPLICANT: I, _____, being the authorized agent for the Applicant, do hereby acknowledge and accept the conditions of this waiver of land development approval issued by the Upper Merion Township Board of Supervisors and understand and accept the conditions of approval contained therein as recited above. I also represent that I have the authority to bind the Applicant to this approval and these conditions of approval.

APPLICANT: UPPER MERION AREA HOUSING ASSOCIATION

By: _____

Print: _____

Date: _____

ATTEST/WITNESS:

_____ Date: _____

Print: _____

LANDOWNER: I, _____, being the authorized agent for the Landowner, do hereby acknowledge and accept the conditions of this waiver of land development approval issued by the Upper Merion Township Board of Supervisors and understand and accept the conditions of approval contained therein as recited above as such conditions will impact my property. I also represent that I have the authority to bind the Landowner to this approval and these conditions of approval.

LANDOWNER: VALLEY FORGE CHURCH

By: _____

Print: _____

Date: _____

ATTEST/WITNESS:

_____ Date: _____

Print: _____

**SUPERVISORS OF UPPER
MERION TOWNSHIP**

ACCOUNTS PAYABLE

INVOICES PROCESSED

September 5, 2024 to October 9, 2024

Approval Date: October 17, 2024

UPPER MERION TOWNSHIP

Invoices for Approval

October 17, 2024

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
01138 Due from Developers			
KILKENNY LAW	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	54.00
	135 WEST DEKALB PK: 1770 (LD)	01138 - 0000	54.00
	160 NORTH GULPH RD: 1857 (LD)	01138 - 0000	108.00
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	126.00
	GLASGOW TRACT: 1682 (LD)	01138 - 0000	684.00
MCMAHON ASSOCIATES INC	113 CROCKETT ROAD: 1881 (LD)	01138 - 0000	165.00
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	125.50
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	330.00
	135 WEST DEKALB PK: 1770 (LD)	01138 - 0000	632.50
	135 WEST DEKALB PK: 1770 (LD)	01138 - 0000	797.50
	135 WEST DEKALB PK: 1770 (LD)	01138 - 0000	2,100.00
	411 SWEDELAND ROAD: 1783 (LD)	01138 - 0000	825.00
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	700.00
REMINGTON & VERNICK ENGINEERS II, INC	113 CROCKETT ROAD: 1881 (LD)	01138 - 0000	250.50
	125 VALLEY GREEN LN: 1711 (LD)	01138 - 0000	484.02
	127 SOUTH GULPH RD: 1721 (LD)	01138 - 0000	320.00
	161 WEST DEKALB PK: 1852 (LD)	01138 - 0000	1,575.00
	250 HANSEN ACCESS: 1835 (LD)	01138 - 0000	480.00
	657/665/671 SOUTH GULPH: 1844	01138 - 0000	6,066.25
	677 WEST DEKALB PK: 1811 (LD)	01138 - 0000	1,153.88
	GLASGOW TRACT: 1682 (LD)	01138 - 0000	13,467.20
	Total Due from Developers		30,498.35
01150 Gas/Diesel/Postage			
PILOT THOMAS LOGISTICS, LLC	DIESEL: PW GARAGE	01150 - 2301	8,818.57
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	4,524.06
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	5,294.58
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL-OCT	01150 - 3250	200.00
	POSTAGE METER REFILL OCT	01150 - 3250	1,300.00
	Total Gas/Diesel/Postage		20,137.21
01200 Current Payables			
911 SAFETY EQUIPMENT	STAFF BASEBALL CAPS	01200 - 1050	216.00
	Total Current Payables		216.00
01310 511 Taxes			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-AUG24	01310 - 0400	48,061.38
	UMASD SHARE OF LST/AMUSE-AUG24	01310 - 0700	40,934.46
	UMASD SHARE OF LST/AMUSE-SEP24	01310 - 0400	1,357.50
	UMASD SHARE OF LST/AMUSE-SEP24	01310 - 0700	93,665.97
	Total 511 Taxes		184,019.31
01362 Public Safety			
PENNA DEPT OF COMMU ECONOMIC DEVE	PERMIT SURCHARGE	01362 - 0402	5,913.00
SAFETY & CODES REFUND	PERMIT REFUND / JOB CANCELLED	01362 - 0400	374.50
	PERMIT REFUND / JOB CANCELLED	01362 - 0400	5,282.00
	PERRMIT REFUND / JOB CANCELLED	01362 - 0400	404.50
	Total Public Safety		11,974.00
01367 Park & Recreation			
PARK & REC EXPENSE CARD	OUTER LIMITS HALLOWEEN EVENT	01367 - 0430	160.00
PARK & REC REFUND	LIFEGUARD TRAINING	01367 - 0112	196.00
	LIFEGUARD TRAINING	01367 - 0112	196.00
	LIFEGUARD TRAINING	01367 - 0112	230.00
	LIFEGUARD TRAINING	01367 - 0112	230.00
PETTY CASH	COMMUNITY FAIR PETTY CASH	01367 - 0450	300.00
	Total Park & Recreation		1,312.00

UPPER MERION TOWNSHIP

Invoices for Approval

October 17, 2024

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
01377 Transit			
GREATER VALLEY FORGE T.M.A.	SEP24 SVC LESS SEP24 TIX	01377 - 0200	-127.50
	<i>Total Transit</i>		-127.50
01380 Miscellaneous			
EDGE OF THE WOODS NATIVE PLANT NUR	EAC (BCA GRANT) HEALTHYYARDPRG	01380 - 0620	504.00
	EAC (BCA GRANT) HEALTHYYARDPRG	01380 - 0620	1,000.00
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-AUG24	01380 - 0100	-961.23
	UMASD SHARE OF LST/AMUSE-AUG24	01380 - 0100	-818.69
	UMASD SHARE OF LST/AMUSE-SEP24	01380 - 0100	-1,873.32
	UMASD SHARE OF LST/AMUSE-SEP24	01380 - 0100	-27.15
	<i>Total Miscellaneous</i>		-2,176.39
01402 Accounting			
ADDISON PROFESSIONAL FINANCIAL SEAI	TEMP HR CLERK W/E-06/29/24	01402 - 1400	948.27
	TEMP HR CLERK W/E-08/10/24	01402 - 1400	818.24
	TEMP HR CLERK W/E-08/17/24	01402 - 1400	928.29
	TEMP HR CLERK W/E-08/24/24	01402 - 1400	938.69
	TEMP HR CLERK W/E-09/14/24	01402 - 1400	919.53
	TEMP HR CLERK W/E-09/21/24	01402 - 1400	259.51
ADMIN HARRIS	941 E-FILE 3RD QTR 24	01402 - 2100	5.95
	BEACH TENT	01402 - 3401	140.99
	TRAINING CHATGPT PROMPTS	01402 - 3401	29.00
AIMEE BROUSE	3RDQTR24 CELL REIMB	01402 - 3210	150.00
AMANDA LAFTY	ICMA CONF-TRAVL-AL	01402 - 4630	794.04
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-JUL	01402 - 3140	3,687.50
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01402 - 1560	846.98
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01402 - 1560	47,910.43
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01402 - 1570	12,022.98
	SHARE OF WORK COMP INS-3RD QTR	01402 - 1570	16,048.07
	SHARE OF WORK COMP INS-4TH QTR	01402 - 1570	16,048.07
EASTBURN & GRAY PC	LEGAL-ZHB-SEPT	01402 - 3145	2,257.50
FEDERAL EXPRESS CORPORATION	FED EX-OCT	01402 - 3250	97.33
	FEDEX-SEPT	01402 - 3250	61.72
FITNESS REIMB	3RDQTR24 FITNESS REIMB	01402 - 1560	102.25
GERRI VATTIMO	STRINGLIGHTS CITIZEN BRD EVENT	01402 - 3401	42.38
KILKENNY LAW	LEGAL TWP-SEP	01402 - 3140	5,500.00
	LEGAL TWP-SEP LITIGATION	01402 - 3140	234.00
	LEGAL TWP-SEP SEWER LIENS	01402 - 3140	36.00
	LEGAL TWP-SEP-216 ALLENDALE RD	01402 - 3140	3,999.00
	LEGAL TWP-SEP-730 HOBBS	01402 - 3140	54.00
	LEGAL TWP-SEP-ACT209 TACO/HEND	01402 - 3140	324.00
	LEGAL TWP-SEP-ACT511	01402 - 3140	540.00
	LEGAL TWP-SEP-ARKEMA900FIRSTAV	01402 - 3140	126.00
	LEGAL TWP-SEP-BID LIENS	01402 - 3140	36.00
	LEGAL TWP-SEP-RAISING CANES	01402 - 3140	108.00
	LEGAL TWP-SEP-ROSSI TRACT	01402 - 3140	54.00
	LEGAL TWP-SEP-TAC ASSESSMENT	01402 - 3140	108.00
	LEGAL TWP-SEP-TOLLS BROS	01402 - 3140	487.75
	LEGAL TWP-SEP-TWSPOTSFCITY	01402 - 3140	216.00
M.C.A.T.O.	MCATO FALL CONVENTION	01402 - 4620	585.00
MAILLIE	AUDITBILLING CHARGE LEASE/CONF	01402 - 3120	1,796.92
MANAGERS EXPENSE CARD	CITIZEN BOARD APPRE 9/24	01402 - 9000	593.60
	CITIZENS BOARD APPREC 9/24	01402 - 9000	2,940.61
	LUNCHEON CS	01402 - 9000	238.60
	PARKING-AH COURTHOUSE 9/12	01402 - 3310	4.50
	PARKING-AH COURTHOUSE 9/12	01402 - 3310	4.50

UPPER MERION TOWNSHIP

Invoices for Approval

October 17, 2024

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MARCUM LLP	AUDITS & ADMIN-JUN	01402 - 3111	1,050.00
	AUDITS & ADMIN-SEPT	01402 - 3111	550.00
OFFICE BASICS, INC	COFFEE	01402 - 9000	20.00
PHILADELPHIA BUSINESS JOURNAL	PHILA BUS JRNL RENEWAL	01402 - 4200	200.00
PIO EXPENSE CARD	DINNER MCAB MEETING	01402 - 2700	70.23
	ONLINE VIDEO ARCHIVE	01402 - 2700	599.00
	TABLE COVERS PIO MARKETING	01402 - 3401	821.24
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01402 - 3250	435.98
	4TH QTR24 LEASE PYMT	01402 - 3420	119.50
	SHARE OF POSTAGE SUPPLIES	01402 - 3250	133.62
	SHARE OF POSTAGE SUPPLIES	01402 - 3420	36.63
RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01402 - 2100	24.75
	OFFICE SUPPLIES	01402 - 2100	59.44
	OFFICE SUPPLIES	01402 - 2100	109.44
SCHANK PRINTING INC.	BUSINESS CARDS -ALAFY	01402 - 2100	60.00
TD BANK CARD	CAROLE RETIREMENT PARTY	01402 - 9000	164.78
	COSTCO SUPPLIES	01402 - 9000	166.74
	COSTCO SUPPLIES	01402 - 9000	202.00
	COSTCO SUPPLIES REFUND	01402 - 9000	-11.65
	LUNCHEON/MISCELLANOUS SUPPLIES	01402 - 9000	32.98
THOMAS P CORCORAN	ZHB CRT RPTG 9/18	01402 - 3160	530.00
TIFFANY BELLAMY	3RDQTR24 CELL REIMB	01402 - 3210	150.00
TIMES HERALD PUBLISHING CO INC	AD: MEDIA MTG CHANGE	01402 - 3160	135.21
	AD: TWP COMPREHENSIVE PLAN	01402 - 3160	133.52
	AD: ZHB 2024-05,06,07	01402 - 3160	502.05
VERIZON	CELL SERVICE-AUGUST	01402 - 3210	94.26
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01402 - 3840	199.36
	SHARP USAGE	01402 - 3840	230.79
	Total	Accounting	129,864.07
01403 Tax Collection			
TRI-STATE FINANCIAL GROUP LLC	COMMISSION-SEPT24	01403 - 3900	30,324.44
	Total	Tax Collection	30,324.44
01407 Information Technology			
ADMIN HARRIS	CERTIFICATE FOR OUTLOOK	01407 - 3742	599.98
	MONITORS NETWORK FUNCTIONS	01407 - 3743	1,145.00
	VIDEO CABLE 30 FEET	01407 - 2200	53.99
CDW-G INC #3418616	CANON MAINTENANCE KIT	01407 - 2200	75.00
	PRINT HEAD FOR PLOTTER	01407 - 2200	480.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01407 - 1560	96.23
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01407 - 1560	5,443.33
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01407 - 1570	1,859.49
	SHARE OF WORK COMP INS-3RD QTR	01407 - 1570	2,416.07
	SHARE OF WORK COMP INS-4TH QTR	01407 - 1570	2,416.07
OMEGA SYSTEMS CONSULTANTS, INC	O365 AND AZURE	01407 - 3742	430.00
	OFFSITE NETWORK MONITORING	01407 - 3742	5,421.50
	VEEAM BACKUP	01407 - 3742	218.00
VERIZON	CELL SERVICE-AUGUST	01407 - 3210	125.61
WEIDENHAMMER	WEB FILTERING CISCO UMBRELLA	01407 - 3742	508.75
	Total	Information Technology	21,289.02
01408 Planning			
AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	01408 - 2100	299.98
ARRO CONSULTING INC	GRANT SERVICES	01408 - 3130	853.25
	PSA: MS4 REPORTING	01408 - 3131	7,000.00
	PSA: MS4 REPORTING	01408 - 3131	11,900.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01408 - 1560	64.16

UPPER MERION TOWNSHIP

Invoices for Approval

October 17, 2024

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01408 - 1560	3,629.38
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01408 - 1570	896.25
	SHARE OF WORK COMP INS-3RD QTR	01408 - 1570	1,164.52
	SHARE OF WORK COMP INS-4TH QTR	01408 - 1570	1,164.52
E S R I INC	ARCGIS	01408 - 2200	354.00
MCPMAHON ASSOCIATES INC	TRAFFIC ENGINEERING	01408 - 3130	28.71
	TRAFFIC ENGINEERING	01408 - 3130	165.00
	TRAFFIC ENGINEERING: HENDERSON	01408 - 3130	432.60
	TRAFFIC ENGINEERING: HENDERSON	01408 - 3130	619.43
NEUMANN & ASSOCIATES, LLC	CONSULTING SERVICES	01408 - 3130	5,000.00
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01408 - 3250	11.90
	SHARE OF POSTAGE SUPPLIES	01408 - 3250	3.65
PUBLIC WORKS EXPENSE CARD	MAILINGS: SC ENGINEERS	01408 - 3250	16.95
	PRINTINGS	01408 - 3250	36.72
REMINGTON & VERNICK ENGINEERS II, INC	GENERAL ENGINEERING	01408 - 3130	1,006.25
	PSA: BRIDGE ASSESSMENTS	01408 - 3130	1,312.50
	VALLEY FORGE PRESBYTERIAN	01408 - 3130	350.00
TD BANK CARD	MISCELLANEOUS SUPPLIES	01408 - 3400	19.99
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01408 - 3840	49.84
	SHARP USAGE	01408 - 3840	51.91
	Total		36,431.51
	Planning		
01410 Police			
10-8 EMERGENCY VEHICLE SERVICE LLC	10-8 - KNOBS	01410 - 3750	13.68
	10-8 BRUNER CAR	01410 - 3750	2,352.76
911 SAFETY EQUIPMENT	911 SAFETY - CROSSING GUARD	01410 - 2380	240.00
	911 SAFETY - JACKET PATCHES	01410 - 2380	69.00
	911 SAFETY - OFFICER PANTS	01410 - 2380	474.95
	911 SAFETY - TURTLENECKS	01410 - 2380	155.00
	911 SAFETY-CROSSING GUARD PANT	01410 - 2380	150.00
	911 SAFETY-NEW OFFICER JACKETS	01410 - 2380	1,632.00
A.B.M. INTEL, LLC	ACRT-NAKAHAR & BOCANUMENTH	01410 - 4620	1,650.00
AQUA PENNSYLVANIA	AQUA- SUBSTATION	01410 - 3600	120.83
BODE CELLMARK FORENSICS INC	BODE - PATERNITY TESTING	01410 - 2100	2,371.25
BOUND TREE MEDICAL LLC	BOUND TREE - GAUZE	01410 - 2200	220.50
BRIDGEPORT TROPHY	BPT TROPHY - MENANGO	01410 - 2200	14.00
	BRIDGEPORT TROPHY - TAG	01410 - 2200	21.00
CAROLYN GRENIER	PAYMENT REQUEST - GRENIER	01410 - 3190	84.47
	PAYMENT REQUEST-GRENIER	01410 - 2380	83.94
CHARIOT GRAPHICS INC	CHARIOT GRAPHIC-UNIT 14 DOOR	01410 - 3750	485.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01410 - 1560	4,347.86
CODY COMPUTER SERVICES INC	CODY COBRA - SEPT 24	01410 - 3746	3,749.12
	CODY SEPT 24	01410 - 3746	2,735.25
COMCAST CORPORATION	COMCAST - POLICE	01410 - 3600	74.01
	COMMUNICATION LINES 09/24	01410 - 3210	200.00
CONLIN'S COPY CENTER	CONLINS - NO SOLICITING SIGNS	01410 - 2950	214.00
	CONLINS-BUS CARDS-FAHERTY	01410 - 3190	90.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01410 - 1560	245,941.17
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01410 - 1570	69,643.67
	SHARE OF WORK COMP INS-3RD QTR	01410 - 1570	90,489.43
	SHARE OF WORK COMP INS-4TH QTR	01410 - 1570	90,489.43
EMS EDUCATIONAL SERVICES, INC.	EMS EDUCATIONAL-BRUNER	01410 - 4620	45.00
FBI	FBI LEEDA - COYLE	01410 - 4620	795.00
	FBI LEEDA - DOLGA	01410 - 4620	795.00
	FBI LEEDA IA - MAURER	01410 - 4620	795.00
	FBI LEEDA IA-KREUER	01410 - 4620	795.00
FEDERAL EXPRESS CORPORATION	FED EX- KRANSON PATCHES	01410 - 3250	9.75

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FEDERAL EXPRESS CORPORATION	FEDEX-SEPT	01410 - 3250	14.50
FITNESS REIMB	1ST-2NDQTR24 FITNESS REIMB	01410 - 1560	279.84
	3RDQTR24 FITNESS REIMB	01410 - 1560	50.97
	3RDQTR24 FITNESS REIMB	01410 - 1560	108.18
	3RDQTR24 FITNESS REIMB	01410 - 1560	110.97
	3RDQTR24 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR24 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR24 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR24 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR24 FITNESS REIMB	01410 - 1560	150.00
	3RDQTR24 FITNESS REIMB	01410 - 1560	450.00
	3RDQTR24 FITNESS REIMB	01410 - 1560	750.00
FLASHBAY INC	FLASHBAY - CUPS & WATER BOTTLE	01410 - 2950	2,763.50
FRANK JONES TROPHIES	FRANK JONES - BEHRENS	01410 - 2380	16.00
	FRANK JONES-CROSSING,DISPATCH	01410 - 2380	5.47
GM FINANCIAL LEASING	ROMBERGER LEASE - OCT 24	01410 - 3750	523.94
HOME DEPOT	SUPPLIES-SEPT	01410 - 2200	61.26
JENNIFER KOBE	PAYMENT REQUEST-KOBE	01410 - 3310	125.00
JOHN KELLAR PHOTOGRAPHY, LLC	JOHN KELLAR PHOTOGRAPHY-NNO	01410 - 2950	400.00
JOSEPH DAVIES	CELL REIMB - DAVIES 3RD 24	01410 - 3210	150.00
KRANSON CLOTHES INC	KRANSON - PANTS	01410 - 2380	3,625.00
	KRANSON- CLASS A-FAHERTY	01410 - 2380	875.00
	KRANSON-WINTER PANTS 24	01410 - 2380	1,847.00
	KRANSON-WINTER SHIRTS 24	01410 - 2380	5,106.00
LANGUAGE SERVICES ASSOCIATES	LANGUAGE SERVICES-SEPT 2024	01410 - 3190	115.50
	LANGUAGE SERVICES-SEPT 24	01410 - 3190	72.00
MCKESSON MEDICAL-SURGICAL GOVERN	MCKESSON-SERVICE CHARGE	01410 - 2200	15.01
MICHAEL DAVIS	CELL REIMB - DAVIS	01410 - 3210	75.00
MOTOROLA INC	MOTOROLA - BLUETOOTH MICS	01410 - 2200	518.40
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01410 - 3190	92.00
	EMPLOYEE SCREENINGS	01410 - 3190	184.00
PA TURNPIKE TOLL BY PLATE	EZ PASS - UNIT K1	01410 - 3750	10.00
	EZ PASS- UNIT 21	01410 - 3750	15.40
PAUL SMITH	PAYMENT REIMB - CROSSING GUARD	01410 - 2380	20.00
PECO ENERGY	PECO - SUBSTATION	01410 - 3600	148.48
	PECO - SUBSTATION	01410 - 3600	120.33
PERSONAL PROTECTION CONSULTANTS, II	PPCI - VUOTTO & FLINT	01410 - 4620	1,794.00
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01410 - 3250	146.23
	SHARE OF POSTAGE SUPPLIES	01410 - 3250	44.81
POLICE CHIEF EXPENSE CARD	5.11 - JOB SHIRTS - QM & ET	01410 - 2380	140.00
	ACE CLEANERS- LEIS PATCHES	01410 - 2380	20.79
	ADAFRUIT-POWER MGMT BOARDS	01410 - 2100	58.37
	AMAZON - CAMERA MODULE	01410 - 2100	36.98
	AMAZON - COVERT CAMERA	01410 - 2100	71.52
	AMAZON - CROSSING GUARD SHIRTS	01410 - 2380	18.20
	AMAZON - MAP STORAGE	01410 - 2200	29.99
	AMAZON-CORD AND TV CONTROLLER	01410 - 2200	15.58
	AMAZON-LT. STRAP - FAHERTY	01410 - 2380	61.98
	AMAZON-RUBBER FINGER TIP	01410 - 2200	6.43
	AMAZON-UPS BATTERY BACKUP	01410 - 2100	828.00
	AMAZON-WIFI ADAPTER RADIO CONS	01410 - 3270	19.98
	BLUE BRIDGE - BARKMEYER	01410 - 4620	600.00
	BLUE BRIDGE - JIMENEZ	01410 - 4620	600.00
	CALIBREPRESS-GRENIER & RODRIGU	01410 - 4620	739.54
	CHEWY - KYZAR FOOD OCT 24	01410 - 3190	523.56
	CHEWY - MADDIE MEDS OCT 24	01410 - 3190	89.03
	CHEWY- ANNA SEPT 24	01410 - 3190	207.67

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POLICE CHIEF EXPENSE CARD	CHEYNEY CAREER FAIR - LEE	01410 - 2950	100.00
	HARBOR FREIGHT - CARRYING CASE	01410 - 2100	21.18
	HILTON GARDEN INN NY -LEE	01410 - 3310	693.26
	HILTON GLEN MILLS - TRAMO	01410 - 3310	313.21
	IACP - LEIS	01410 - 4200	380.00
	KALI PROTECTIVES-BIKE HELMET	01410 - 2380	100.00
	KUTZTOWN-CAREER FAIR-LEE	01410 - 2950	51.48
	LINCOLN UNIV - LEE	01410 - 2950	250.00
	MILLERSVILLE CAREER FAIR - LEE	01410 - 2950	75.00
	NJ CITY CAREER FAIR - LEE	01410 - 2950	85.00
	NORTH FACE - CPT JOHNSON	01410 - 2380	99.00
	ORIENTAL TRADING - NNO	01410 - 2950	416.47
	SAFARILAND-MAGAZINE POUCH	01410 - 2380	70.48
	SJU CAREER FAIR-LEE	01410 - 2950	75.00
	SPRINGHILL-NAKAHARA & BOCANUME	01410 - 3310	866.30
	TRANSUNION-RATFON OCT 24	01410 - 3190	360.61
	UNDER ARMOUR - GERSHANIK	01410 - 2380	98.00
	UNIV OF SCRANTON-CAREER- LEE	01410 - 2950	75.00
	WALMART - COFFEE & TEA	01410 - 2200	86.86
	WCU CAREER FAIR - LEE	01410 - 2950	75.00
	WILM. UNIV TRAINING - TRAMO	01410 - 4620	300.00
POLICE EXPENSE CARD	ACE CLEANERS - LEIS SHIRT	01410 - 2380	18.71
	ACE CLEANERS- ATKINS	01410 - 2380	16.63
	ACE CLEANERS-BROCK & SMULL	01410 - 2380	31.19
	ACE CLEANERS-JACKET-LEIS	01410 - 2380	20.79
	ACE CLEANERS-PANTS-GUZIEWICZ	01410 - 2380	12.47
	BATTDEPOT - LAPTOP BATTERY	01410 - 2100	39.98
	NY EZ PASS-K1	01410 - 3750	17.63
	STAPLES - 2025 CALENDARS	01410 - 2200	158.74
	TARGET - COFFEE AND CREAMER	01410 - 2200	25.47
	TARGET - CREAMER	01410 - 2200	10.07
	TARGET - CREAMER AND DISH PAD	01410 - 2200	28.42
	TARGET- CREAMER	01410 - 2200	8.67
	TARGET- HANGERS & COFFEE	01410 - 2200	26.48
	VRS - KYZAR	01410 - 3190	120.82
POWER DMS INC	POWER DMS - SUBSCRIPTION	01410 - 3700	8,920.00
SCOTT SAMUELS	CELL REIMB - SAMUELS	01410 - 3210	150.00
ST GEORGE HUNT VMD	ST GEORGE VET - ANNA 24	01410 - 3190	399.52
TD BANK CARD	COSTCO - FORKS	01410 - 2200	27.54
	COSTCO - UTENSILS & COFFEE	01410 - 2200	121.09
ULTIMATE TRAINING MUNITIONS INC	UTM 9MMR RED - DOLGA	01410 - 4620	718.00
V E RALPH & SON INC	V.E. RALPH - MED SUPPLIES	01410 - 2200	614.40
VERIZON	CELL SERVICE-AUGUST	01410 - 3210	1,675.40
	COMMUNICATION LINES 10/24	01410 - 3210	89.00
W B MASON CO INC AC# MI-1255	WB - COFFEE,NOTEBOOKS,SOAP	01410 - 2200	298.87
	WB MASON - CLIPS,PLATES,WIPES	01410 - 2200	115.15
	WB MASON - COFFE & TEA	01410 - 2200	131.25
	WB MASON - COFFEE,PLATES,NAPKI	01410 - 2200	206.61
	WB MASON - YELLOW PAPER	01410 - 2200	47.94
	WB MASON- GREEN PAPER & LETTER	01410 - 2200	65.95
	WB MASON- YEAR LABELS AND TEA	01410 - 2200	45.95
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01410 - 3700	241.36
	SHARP USAGE	01410 - 3700	337.01
	Total	Police	565,981.44
01411 Fire and EMS			
ADVANCED RECOVERY SYSTEMS INC	COLLECTION AGENCY FEE9/1-9/30	01411 - 3900	2,770.94

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AQUA PENNSYLVANIA	HYDRANT MAINT	01411 - 3790	2,050.66
	HYDRANT MAINT	01411 - 3790	32,041.61
ARDEX LABORATORIES INC	TRUCK WASH	01411 - 2200	259.48
BOUND TREE MEDICAL LLC	CREDIT MEMO	01411 - 2100	-2,151.19
	EMS SUPPLIES	01411 - 2100	74.09
	EMS SUPPLIES	01411 - 2100	209.55
	EMS SUPPLIES	01411 - 2100	858.62
	EMS SUPPLIES	01411 - 2100	1,785.20
	EMS SUPPLIES	01411 - 2100	1,865.76
	EMS SUPPLIES	01411 - 2100	5,354.62
BRIDGEPORT TROPHY	FIRE EMS AWARDS	01411 - 2200	130.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01411 - 1560	1,907.39
COMCAST CORPORATION	COMMUNICATION LINES 10/24	01411 - 3210	429.25
	SERVICE AUGUST	01411 - 3210	52.27
	SERVICE SEPTEMBER	01411 - 3210	31.74
DEER PARK	WATER DELIVERY	01411 - 2200	340.01
	WATER DELIVERY	01411 - 2200	25.58
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01411 - 1560	107,894.13
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01411 - 1570	18,009.67
	SHARE OF WORK COMP INS-3RD QTR	01411 - 1570	23,400.33
	SHARE OF WORK COMP INS-4TH QTR	01411 - 1570	23,400.33
FIRE & EMS EXPENSE CARD	REPLACE AIR FILTERS STA 56	01411 - 3600	104.37
HOME DEPOT	SUPPLIES-SEPT	01411 - 2200	297.26
JAMES JOHNSON	TUITION REIMB	01411 - 1855	2,192.00
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	20.95
	MEDICAL OXYGEN	01411 - 2100	29.90
	MEDICAL OXYGEN	01411 - 2100	43.90
	MEDICAL OXYGEN	01411 - 2100	51.80
	MEDICAL OXYGEN	01411 - 2100	54.85
	MEDICAL OXYGEN	01411 - 2100	65.80
	MEDICAL OXYGEN	01411 - 2100	65.80
	MEDICAL OXYGEN	01411 - 2100	76.75
	MEDICAL OXYGEN	01411 - 2100	87.70
KING OF PRUSSIA VOL FIRE CO	OCTOBER ALLOCATION	01411 - 2420	17,636.00
MCDONALDS UNIFORM INC	KALLBERG UNIFORMS	01411 - 2380	78.49
	MCCLURE UNIFORMS	01411 - 2380	799.43
	MCCLURE UNIFORMS	01411 - 2380	120.49
	SZWEDA UNIFORMS	01411 - 2380	736.91
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	30.64
	EMS SUPPLIES	01411 - 2100	84.80
	EMS SUPPLIES	01411 - 2100	193.04
	EMS SUPPLIES	01411 - 2100	720.28
	EMS SUPPLIES	01411 - 2100	887.69
	EMS SUPPLIES	01411 - 2100	967.25
	EMS SUPPLIES	01411 - 2100	1,535.98
MOTOROLA INC	SPEAKER MIC	01411 - 3270	151.20
	SPEAKER MIC	01411 - 3270	151.20
	SPEAKER MIC	01411 - 3270	151.20
NATIONAL FIRE PROTECTION ASSN	DAYWALT MEMBERSHIP	01411 - 4200	225.00
	NFPA FIRE CODE ACCESS	01411 - 4200	1,656.00
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01411 - 3190	92.00
	EMPLOYEE SCREENINGS	01411 - 3190	92.00
PA TURNPIKE TOLL BY PLATE	TOLLS	01411 - 2200	13.00
	TOLLS	01411 - 2200	25.60
PAXUSA LLC	IV PUMP BAGS	01411 - 2100	374.28
PEARSON EDUCATION INC	EMT CLASS TEXTBOOKS	01411 - 4620	962.83

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PECO ENERGY	GAS AND ELEC STATION 56	01411 - 3600	972.88
PENNA AMERICAN WATER CO.	HYDRANT MAINT	01411 - 3790	1,213.49
	HYDRANT MAINT	01411 - 3790	1,234.44
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01411 - 3250	10.82
PLATINUM EDUCATIONAL GROUP LLC	TESTING MODULES FOR EMT CLASS	01411 - 4620	1,105.00
POLICE CHIEF EXPENSE CARD	EMT CLASS SOFTWARE	01411 - 4620	500.00
REALEN VALLEY FORGE GREEN ASSOCIAT	COMMON AREA MAINT STA 56	01411 - 3600	44.81
ROBERT JOHNSON	BOOT REIMBURSEMENT	01411 - 2380	165.00
	REIMB AFAA MEMBERSHIP	01411 - 4200	25.00
	REIMB TOOLS FM56-2 CAR	01411 - 2200	37.07
STEVEN DEVENNEY	BOOT REIMBURSEMENT	01411 - 2380	79.99
SUMMIT SAFETY LLC	RAIN JACKETS	01411 - 2380	397.53
	RAIN JACKETS	01411 - 2380	1,050.50
SWEDELAND VOL. FIRE CO.	OCTOBER ALLOCATION	01411 - 2420	11,755.83
SWEDESBURG VOL. FIRE CO.	OCTOBER ALLOCATION	01411 - 2420	12,162.00
VERIZON	CELL SERVICE-AUGUST	01411 - 3210	1,014.27
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01411 - 3746	70.00
	SHARP USAGE	01411 - 3746	87.68
WITMER ASSOCIATES INC	METER POWER SUPPLY	01411 - 2200	69.05
	METER REPAIR	01411 - 3190	61.60
	Total	Fire and EMS	283,573.39

01413 Codes Enforcement

ALEX PIENKA	AP FLASH LIGHT & BATT.	01413 - 2200	114.97
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01413 - 1560	323.10
CODE ENFORCEMENT EXPENSE CARD	AP DOOR TOOL	01413 - 7400	50.26
	KM TRAINING	01413 - 4620	720.00
	MC DEED	01413 - 3400	10.78
	MZ CEU'S	01413 - 4620	360.00
	OFFICE MEETING	01413 - 2200	91.07
	SOUND & LIGHT METER	01413 - 2600	289.97
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01413 - 1560	18,276.74
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01413 - 1570	3,755.98
	SHARE OF WORK COMP INS-3RD QTR	01413 - 1570	4,880.22
	SHARE OF WORK COMP INS-4TH QTR	01413 - 1570	4,880.22
KENNETH MYERS II	KM BOOTS	01413 - 9000	101.99
MARK ZADROGA	MZ UCC CERT.	01413 - 4200	121.12
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01413 - 3250	113.35
	SHARE OF POSTAGE SUPPLIES	01413 - 3250	38.05
RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01413 - 2200	100.88
TD BANK CARD	LUNCHEON/MISCELLANOUS SUPPLIES	01413 - 2200	35.19
THE AMBRUSH CO. INC	UNIFORMS	01413 - 9000	1,013.00
TRAISSR LLC	TRAISSR UPGRADES	01413 - 3746	700.00
UNITED INSPECTION AGENCY INC	EPR	01413 - 3190	150.00
	EPR	01413 - 3190	450.00
VERIZON	CELL SERVICE-AUGUST	01413 - 3210	87.18
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01413 - 3840	39.00
	SHARP LEASE PAYMENT	01413 - 3840	49.84
	SHARP USAGE	01413 - 3840	69.63
	Total	Codes Enforcement	36,822.54

01430 Transportation

A 24 HOUR DOOR NATIONAL, INC	MAN DOOR: VEHICLE MAINTENANCE	01430 - 3730	1,497.50
	MAN DOOR: VEHICLE MAINTENANCE	01430 - 3730	1,497.50
AMAZON CAPITAL SERVICES, INC.	BREAKROOM/OFFICE SUPPLIES	01430 - 2100	29.99
	BREAKROOM/OFFICE SUPPLIES	01430 - 3730	176.38
	FLASHLIGHTS	01430 - 2453	34.16

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AMAZON CAPITAL SERVICES, INC.	UNIT 424 PINTLE HITCH BALL	01430 - 2453	30.99
ARRO CONSULTING INC	PSA: 2024 ROAD PROGRAM	01430 - 4580	1,849.19
	PSA: 2024 ROAD PROGRAM	01430 - 4580	10,273.25
	PSA: 2024 ROAD PROGRAM	01430 - 4580	10,650.36
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01430 - 1560	699.47
COMCAST CORPORATION	CABLE: PW GARAGE	01430 - 3730	89.95
DEER PARK	COOLER WATER: PW GARAGE	01430 - 3730	194.96
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01430 - 1560	39,566.49
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01430 - 1570	6,584.51
	SHARE OF WORK COMP INS-3RD QTR	01430 - 1570	8,555.39
	SHARE OF WORK COMP INS-4TH QTR	01430 - 1570	8,555.39
GLASGOW INC.	INLET REPAIR: BROWNLIE ROAD	01430 - 2453	135.00
	INLET REPAIR: ROSS ROAD	01430 - 2453	302.04
	INLET REPAIR: SENTRY LANE	01430 - 2453	184.98
	ROAD REPAIR: GENERAL STEUBEN	01430 - 2451	290.22
	ROAD REPAIR: KEEBLER ROAD	01430 - 2451	66.83
HIGHWAY MATERIALS INC.	INLET REPAIR: GENERAL SCOTT RD	01430 - 2453	74.50
HOME DEPOT	SUPPLIES-SEPT	01430 - 2200	58.89
	SUPPLIES-SEPT	01430 - 2451	216.92
	SUPPLIES-SEPT	01430 - 2453	844.16
	SUPPLIES-SEPT	01430 - 3730	14.98
JENA ASPHALT SOLUTIONS INC	ROAD REPAIR: CHURCH ROAD	01430 - 2451	7,200.00
JOSEPH KENT	2024 BOOTS: KENT	01430 - 2446	138.96
LONG FENCE COMPANY INC	BOLLARDS: PW GARAGE	01430 - 2250	6,450.00
MUVZ, INC.	TRAFFIC CONES	01430 - 2451	1,032.50
	TRAFFIC CONES	01430 - 2453	1,032.50
OCCUPATIONAL HEALTH CENTERS OF THE	EMPLOYEE SCREENINGS	01430 - 3190	202.00
OFFICE BASICS, INC	RESTROOM SUPPLIES: PW GARAGE	01430 - 3730	285.09
PECO ENERGY	ELECTRIC: PW GARAGE	01430 - 3600	821.91
	ELECTRIC: SALT SHED	01430 - 3600	36.97
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,869.73
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,262.99
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.08
PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	422.22
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: TRANSPORTATION	01430 - 2451	269.10
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01430 - 3250	3.79
	SHARE OF POSTAGE SUPPLIES	01430 - 3250	1.16
PSATS	PSATS FLAGGER TRAINING	01430 - 4620	110.00
PUBLIC WORKS EXPENSE CARD	BRIDGE REPAIR: MOORE ROAD	01430 - 2451	715.00
SIGNAL SERVICE INC.	SCHOOL ZONE FLASHER	01430 - 2200	1,742.00
TRAISR LLC	TRAISR SAAS	01430 - 3190	2,040.00
US FLEET TRACKING LLC	GPS UNITS	01430 - 3190	1,633.05
USIC HOLDINGS, INC	PA ONE CALL: TRANSPORTATION	01430 - 3190	4,972.53
VALLEY FORGE SECURITY CENTER	ALARM MONITORING: PW GARAGE	01430 - 3730	540.00
	RE-KEY VEHICLE MAINTENANCE	01430 - 3730	131.55
VERIZON	CELL SERVICE-AUGUST	01430 - 3210	511.69
	COMMUNICATION LINES 10/24	01430 - 3210	35.56
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	01430 - 3840	6.35

Total Transportation **127,864.37**

01432 PW-Vehicle Maintenance

AG-INDUSTRIAL INC	UNIT 435: VALVE	01432 - 2500	139.91
ARDMORE TIRE, INC	UNIT 20: TIRE	01432 - 2500	164.55
	UNIT 20: TIRES	01432 - 2500	658.20

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
ARDMORE TIRE, INC	UNIT 455: TIRES	01432 - 2500	904.00	
	UNIT 5: TIRE	01432 - 2500	148.04	
BERGEY'S FORD INC.	356-1: RADIO DISPLAY	01432 - 2500	1,414.00	
	UNIT 12: BRAKES & ROTORS	01432 - 2500	240.70	
	UNIT 14: BRAKES & ROTORS	01432 - 2500	368.93	
	UNIT 15: BRAKE PADS	01432 - 2500	146.05	
	UNIT 15: BRAKES & ROTORS	01432 - 2500	222.88	
	UNIT 22: BRAKES & ROTORS	01432 - 2500	323.68	
	UNIT 22: FILTER	01432 - 2500	16.52	
	UNIT 22: ROTORS	01432 - 2500	222.88	
	UNIT 326: AIR BAG SWITCH	01432 - 2500	34.45	
	UNIT 356-6: BRAKE PADS	01432 - 2500	68.99	
	UNIT 356-6: BRAKE PADS	01432 - 2500	68.99	
	UNIT 471: BED LINER	01432 - 2500	354.20	
	UNIT 7: EXHAUST PIPE	01432 - 2500	315.10	
	UNIT 7: PIPE/GASKET	01432 - 2500	13.04	
	UNIT 7: PIPE/NUT	01432 - 2500	3.74	
	UNIT 82: WINDOW DEFLECTORS	01432 - 2500	71.65	
	UNIT 83: EXHAUST TUBE	01432 - 2500	205.85	
	UNIT 83: SENSORS	01432 - 2500	1,053.28	
	UNIT 83: WINDOW SWITCH	01432 - 2500	72.45	
	BOB'S AUTO PARTS	CREDIT: BATTERY	01432 - 2500	-14.00
		MINI SKID: MOTOR OIL	01432 - 2500	35.38
		UNIT 15: AIR FILTER	01432 - 2500	13.99
		UNIT 15: CABIN FILTER	01432 - 2500	17.99
UNIT 19: FILTERS		01432 - 2500	43.41	
UNIT 212: WASHER PUMP		01432 - 2500	35.74	
UNIT 435: HYDRAULIC FLUID		01432 - 2500	159.98	
UNIT 455: FILTER		01432 - 2500	12.12	
UNIT 723: HALOGEN BULB		01432 - 2500	21.98	
UNITS 50/20: MOTOR OIL/FILTERS		01432 - 2500	76.89	
WASHER FLUID (STOCK)		01432 - 2500	83.88	
WASHER FLUID (STOCK)		01432 - 2500	83.88	
UNIT 471: DECALS		01432 - 2500	160.00	
CHARIOT GRAPHICS INC		LIFE/DISAB-SEPT	01432 - 1560	145.09
		COOLER WATER: VM GARAGE	01432 - 2200	35.97
CIGNA LIFE INSURANCE OF NEW YORK	UNIT 471: BACK RACK BRACKETS	01432 - 2500	169.88	
DEER PARK	HEALTH-OCT	01432 - 1560	8,207.45	
DEJANA TRUCK & UTILITY EQUIPMENT NE	2023 W/C FINAL AUDIT PREMIUM	01432 - 1570	1,565.06	
DELAWARE VALLEY INSURANCE TRUST	SHARE OF WORK COMP INS-3RD QTR	01432 - 1570	2,033.52	
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01432 - 1570	2,033.52	
EAGLE POWER & EQUIPMENT INC	AIR CLEANER COVER	01432 - 2500	43.66	
	CREDIT	01432 - 2500	-72.86	
EASTERN AUTO PARTS WAREHOUSE	MOWER: FUSE	01432 - 2500	1.66	
	UNIT 1: WIPER BLADE	01432 - 2500	5.42	
	UNIT 1: WIPER BLADE	01432 - 2500	10.31	
	UNIT 212: BRAKE CALIPER	01432 - 2500	47.46	
	UNIT 475: FILTERS	01432 - 2500	117.23	
	UNIT 475: MOTOR OIL	01432 - 2500	106.56	
	UNIT 50: MOTOR OIL	01432 - 2500	86.17	
	UNIT 83: TPMS	01432 - 2500	74.78	
	ELLIOTT AUTO SUPPLY CO., INC.	UNIT 21: OIL FILTER	01432 - 2500	61.70
		UNIT 356-5: FILTERS	01432 - 2500	61.15
		UNIT 463: FILTERS	01432 - 2500	95.50
FUEL SYSTEM SERVICES LLC	GASBOY DISPLAY SCREEN	01432 - 2500	1,187.00	
GROFF TRACTOR EQUIPMENT	UNIT 478: 250 HR SERVICE	01432 - 2500	1,059.87	

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
HOME DEPOT	SUPPLIES-SEPT	01432 - 2500	91.08
HOOVER TRUCK CENTERS, INC.	CREDIT: SEAT	01432 - 2500	-743.10
	CREDIT: SWITCH	01432 - 2500	-6.16
	UNIT 356-1: SEAT ASSEMBLY	01432 - 2500	824.86
	UNIT 356-1: SWITCH	01432 - 2500	29.59
	UNIT 356-1: SWITCH	01432 - 2500	51.74
	UNIT 356-1: SWITCH	01432 - 2500	51.74
	UNIT 356-3: PRESSURE SWITCH	01432 - 2500	6.16
	UNIT 467: OIL COOLER	01432 - 2500	2,271.14
INTERSTATE BATTERY SYSTEM INC	CREDIT: BATTERY CORE	01432 - 2500	-16.00
J & J TRUCK EQUIPMENT	UNIT 447: TAILGATE	01432 - 2500	3,797.33
KENCO HYDRAULICS INC	UNIT 455: LIFT CYLINDER	01432 - 2500	475.00
LAWN & GOLF SUPPLY CO INC	BRUSH CUTTER: GEAR BOX	01432 - 2500	541.33
MSC INDUSTRIAL INC	HARDWARE	01432 - 2500	445.36
PIZZICO SIGNS INC	FALL FESTIVAL: BANNER	01432 - 2500	928.00
PPC LUBRICANTS INC	BULK DEF	01432 - 2500	685.34
	MOTOR OIL (STOCK)	01432 - 2500	2,508.95
PUBLIC WORKS EXPENSE CARD	UNIT 52: REPROGRAM KEY FOBS	01432 - 2500	257.05
SAFETY-KLEEN SYSTEMS INC	OIL DISPOSAL	01432 - 2500	305.02
SOSMETAL PRODUCTS INC	MISCELLANEOUS SUPPLIES	01432 - 2500	601.34
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 1: EMISSIONS	01432 - 2500	45.00
	UNIT 12: EMISSIONS	01432 - 2500	35.00
	UNIT 14: EMISSIONS	01432 - 2500	45.00
	UNIT 15: EMISSIONS	01432 - 2500	45.00
	UNIT 20: EMISSIONS	01432 - 2500	45.00
	UNIT 21: EMISSIONS	01432 - 2500	45.00
	UNIT 212: EMISSIONS	01432 - 2500	35.00
	UNIT 473: EMISSIONS	01432 - 2500	45.00
	UNIT 50: EMISSIONS	01432 - 2500	35.00
	UNIT 56-3: EMISSIONS	01432 - 2500	45.00
	UNIT 83: EMISSIONS	01432 - 2500	45.00
STEPHENSON EQUIPMENT INC	UNIT 454: BUSHING	01432 - 2500	159.63
	UNIT 454: CLUTCH ASSEMBLY	01432 - 2500	4,656.55
	UNIT 455: PRESS PLATE/IMPELLER	01432 - 2500	665.90
TRAPPE GENERATOR SERVICE	UNIT 385: STARTER	01432 - 2500	295.00
TRIAD TRUCK EQUIPMENT	UNIT 459: SOLENOID	01432 - 2500	254.00
U. S. MUNICIPAL SUPPLY, INC.	UNIT 438: GUTTER BROOMS	01432 - 2500	500.00
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	43.02
US FLEET TRACKING LLC	UNIT 471: GPS/CAMERA	01432 - 2500	408.85
WELDON AUTO PARTS INC	CREDIT	01432 - 2500	-101.06
	CREDIT	01432 - 2500	-9.00
	UNIT 212: BRAKE HARDWARE KIT	01432 - 2500	12.37
	UNIT 454: PTO CABLE	01432 - 2500	142.55
	Total		45,759.41
01434 PW-Park Maintenance			
ADMIN HARRIS	BACKGROUND CHECK: CARPENTER	01434 - 1900	22.00
AMAZON CAPITAL SERVICES, INC.	FALL FESTIVAL: RAFFLE TICKETS	01434 - 2800	37.97
	FLAG POLE/BREAKROOM SUPPLIES	01434 - 2800	474.73
AQUA PENNSYLVANIA	WATER: NOR-VIEW FARM	01434 - 2800	592.69
AQUARIUS SUPPLY	WATER VALVE COVER	01434 - 2200	20.43
BURHANS GLASS CO INC	PRESSBOX WINDOW REPLACEMENT	01434 - 2200	330.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01434 - 1560	330.35
CLEVELAND OTT & SON LLC	MUMS	01434 - 2800	57.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
CLEVELAND OTT & SON LLC	MUMS	01434 - 2800	57.00
DAVE KORESKO LANDSCAPING	TREE REMOVAL: MISC LOCATIONS	01434 - 3190	5,160.00
DAVID H GROSS	FALL FESTIVAL: HAY BALES	01434 - 2800	1,490.00
	HAY BALES	01434 - 2800	1,350.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01434 - 1560	18,686.64
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01434 - 1570	6,144.39
	SHARE OF WORK COMP INS-3RD QTR	01434 - 1570	7,983.53
	SHARE OF WORK COMP INS-4TH QTR	01434 - 1570	7,983.53
DONALD WALLACE INC	JANITORIAL SUPPLIES	01434 - 2800	212.46
DUFF SUPPLY COMPANY	FAUCET: HEUSER PARK	01434 - 2200	143.64
GLASGOW INC.	PATH REPAIR: BOB HOLLAND PARK	01434 - 2200	238.28
	PATH REPAIR: LANTERN LANE	01434 - 2200	134.33
GORECON INC	TURF MAINTENANCE	01434 - 3190	17,551.20
HOME DEPOT	SUPPLIES-SEPT	01434 - 2200	726.93
	SUPPLIES-SEPT	01434 - 2800	182.17
KYLE HAHN	2024 BOOTS: HAHN	01434 - 2800	101.21
LAWN & GOLF SUPPLY CO INC	AERATOR TINES/BRAKE COVER	01434 - 3740	422.79
M.A.D. EXTERMINATORS, INC.	BAIT BOXES: NOR-VIEW FARM	01434 - 2800	50.00
	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00
MONTCO FENCE & SUPERIOR STRUCTURE:	FENCING: NOR-VIEW FARM	01434 - 2800	3,240.00
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01434 - 3190	202.00
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2800	32.30
	ELECTRIC: NOR-VIEW FARM	01434 - 2800	39.22
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	79.82
	ELECTRIC: NOR-VIEW FARM HOUSE	01434 - 2800	110.12
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	31.92
PETER BLAUNER, VMD	VET SERVICE: CHESTER	01434 - 2800	588.00
PIZZICO SIGNS INC	FALL FESTIVAL: SIGNAGE	01434 - 2800	419.00
PMG SM PA LLC	PAINT/WHEELS	01434 - 2200	910.00
PSATS	PSATS FLAGGER TRAINING	01434 - 4620	55.00
PUBLIC WORKS EXPENSE CARD	FALL FESTIVAL: CONTACTLESS PAY	01434 - 2800	844.82
	FLOOD LIGHT	01434 - 2200	56.38
	SPRAY APPLICATOR RENEWAL	01434 - 4200	10.00
SITEONE LANDSCAPE SUPPLY HOLDING LI	GRASS SEED	01434 - 2200	461.11
	GRASS SEED	01434 - 2200	645.55
	GRASS SEED	01434 - 2800	130.36
TD BANK CARD	APPLES	01434 - 2800	23.96
THE DAVEY TREE EXPERT COMPANY	TREE TEST: WILLIAM WALL	01434 - 2200	785.00
TIGRIS AQUATIC SERVICES, LLC	TOWNSHIP POND FOUNTAIN	01434 - 2200	1,590.00
TRACTOR SUPPLY CO	ANIMAL FEED	01434 - 2800	520.82
	ANIMAL FEED/BEDDING	01434 - 2800	219.32
	SOLAR ELECTRIC ANIMAL FENCE	01434 - 2800	204.98
TRENCHLESS LINE COMPANY LLC	WATER LINE REPAIR: NOR-VIEW	01434 - 2800	10,213.84
TURF EQUIPMENT AND SUPPLY COMPANY	FIELD PAINT	01434 - 2200	1,340.00
	SPRAY GUN	01434 - 2800	212.21
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	01434 - 2200	783.91
	ELECTRICAL SERVICES: TOWNSHIP	01434 - 2800	1,461.67
VERIZON	CELL SERVICE-AUGUST	01434 - 2800	26.01
	COMMUNICATION LINES 10/24	01434 - 3210	45.42
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	475.62
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01434 - 2800	29.68
	SHARP USAGE	01434 - 2800	2.09
ZERO WASTE USA, INC.	COMPOSTABLE DOG WASTE BAGS	01434 - 2200	1,719.76
	DOG WASTE STATION: NOR-VIEW	01434 - 2200	460.89

Total PW-Park Maintenance

98,489.05

01436 PW-Building Maintenance

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
ALLIED ELEVATOR LLC	ELEVATOR PM SERVICE	01436 - 4545	331.00
AMAZON CAPITAL SERVICES, INC.	CARD TABLES: TOWNSHIP BUILDING	01436 - 2200	499.70
	CARD TABLES: TOWNSHIP BUILDING	01436 - 2200	591.09
	CREDIT: AMAZON	01436 - 2200	-49.97
	CREDIT: AMAZON	01436 - 2200	-49.97
	CREDIT: AMAZON	01436 - 2200	-49.97
	CREDIT: AMAZON	01436 - 2200	-49.97
	CREDIT: AMAZON	01436 - 2200	-49.97
	CREDIT: AMAZON	01436 - 2200	-42.98
	CREDIT: AMAZON	01436 - 2200	-13.98
	CREDIT: CARD TABLES	01436 - 2200	-109.42
	CREDIT: OFFICE SUPPLIES	01436 - 2200	-49.97
	CREDIT: OFFICE SUPPLIES	01436 - 2200	-42.98
AQUA PENNSYLVANIA	WATER: TOWNSHIP BUILDING	01436 - 3600	265.98
	WATER: TOWNSHIP BUILDING	01436 - 3600	1,429.36
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01436 - 1560	112.64
COMCAST CORPORATION	COMMUNICATION LINES 09/24	01436 - 3210	507.05
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	365.84
	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	35.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01436 - 1560	6,371.87
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01436 - 1570	1,097.53
	SHARE OF WORK COMP INS-3RD QTR	01436 - 1570	1,426.04
	SHARE OF WORK COMP INS-4TH QTR	01436 - 1570	1,426.04
DONALD WALLACE INC	CLEANING SERVICE: TWP BLDG	01436 - 4545	4,785.00
EIP HOLDCO, INC	COMMUNICATION LINES 09/24	01436 - 3210	1,411.72
HOME DEPOT	SUPPLIES-SEPT	01436 - 3730	369.08
HUGH J MEEHAN	HVAC PMS: TOWNSHIP BUILDING	01436 - 4521	3,968.75
KISTLER - O'BRIEN INC	SPRINKLER REPAIR: TOWNSHIP BLD	01436 - 4545	9,045.40
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	283.36
OFFICE BASICS, INC	CLEANING SUPPLIES	01436 - 2500	55.44
	CLEANING SUPPLIES	01436 - 2500	329.77
	MAINTENANCE SUPPLIES	01436 - 2500	1,104.33
	MISCELLANEOUS SUPPLIES	01436 - 2500	1,242.71
PARKER INTERIOR PLANTScape INC	INTERIOR PLANT SERVICE	01436 - 4545	638.39
	INTERIOR PLANT SERVICE	01436 - 4545	638.39
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	73.26
	ELECTRIC: TOWNSHIP BUILDING	01436 - 3600	2,246.53
	GAS: TOWNSHIP BUILDING	01436 - 3600	131.02
PUBLIC WORKS EXPENSE CARD	INDEED AD	01436 - 2200	110.00
	LUNCHEON	01436 - 2200	91.07
TD BANK CARD	LUNCHEON/MISCELLANOUS SUPPLIES	01436 - 2200	35.18
THOMAS E JOHNS	WINDOW CLEANING: TOWNSHIP BLDG	01436 - 4545	2,376.00
VERIZON	CELL SERVICE-AUGUST	01436 - 3210	43.86
	COMMUNICATION LINES 10/24	01436 - 3210	279.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	651.32
	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	1,207.02
	Total PW-Building Maintenance		45,066.56
01450 Park and Recreation			
AMAZON CAPITAL SERVICES, INC.	FITNESS EQUIPMENT	01450 - 4599	70.21
	MAINTENANCE SUPPLIES	01450 - 3730	29.10
	MAINTENANCE SUPPLIES	01450 - 3730	44.89
	OUTER LIMITS ART SUPPLIES	01450 - 4593	29.98
	POOL SUPPLIES	01450 - 2211	26.99
	RECREATION SUPPLIES	01450 - 4599	29.95
	RECREATION SUPPLIES	01450 - 4599	37.86
	RECREATION SUPPLIES	01450 - 4599	63.26

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AMAZON CAPITAL SERVICES, INC.	SCOREBOARD	01450 - 4593	449.99
	UMFM FACEPAINT	01450 - 4597	77.22
	UMFM GAMES	01450 - 4597	104.79
ANGELO'S PIZZA	OUTER LIMITS HALLOWEEN EVENT	01450 - 4593	96.00
AQUA PENNSYLVANIA	WATER BILL - BOB CASE	01450 - 3600	253.02
	WATER BILL - CULTURAL CENTER	01450 - 3600	62.16
	WATER BILL - SWEDELAND	01450 - 3600	65.08
	WATER BILL - UMCC	01450 - 3600	748.86
	WATER BILL - WALKER	01450 - 3600	21.32
	WATER BILL - WALKER PARK	01450 - 3600	141.61
	WATER BILL- BOB CASE	01450 - 3600	595.06
	WATER BILL- UMCC	01450 - 3600	253.02
B.S.N. SPORTS	BASKETBALL SHIRTS	01450 - 4593	39.00
BRIDGEPORT PAINT	PAINT	01450 - 3730	197.76
CHRISTINA GILMORE	CFFF FACE PAINTING	01450 - 4595	200.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	01450 - 1560	294.59
COMCAST CORPORATION	COMMUNICATION LINES 09/24	01450 - 3600	725.11
	COMMUNICATION LINES 10/24	01450 - 3210	238.66
	COMMUNICATION LINES 10/24	01450 - 3600	368.94
DANIEL D SOMERVILLE	MONTHLY CLEANING SERVICE	01450 - 3730	1,300.00
DEER PARK	SPRING WATER	01450 - 2200	183.93
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	01450 - 1560	16,663.90
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	01450 - 1570	9,349.91
	SHARE OF WORK COMP INS-3RD QTR	01450 - 1570	12,257.43
	SHARE OF WORK COMP INS-4TH QTR	01450 - 1570	12,257.43
DONALD WALLACE INC	MONTHLY CLEANING SERVICE	01450 - 3730	799.64
DUBBLE BUBBLES LAUNDRY	COMMERCIAL WASH	01450 - 3730	65.00
	COMMERCIAL WASH	01450 - 3730	65.00
E-WEBSITE INC	COMMUNITY PASS	01450 - 3900	2,560.16
EDGAR VALLE	REIMBURSEMENT FOR MILEAGE	01450 - 2200	12.06
EDWARD W. SWAYZE JR	XTREME HOOPS	01450 - 4593	51.30
	XTREME LITTLE HOOPERS	01450 - 4593	57.00
HOME DEPOT	SUPPLIES-SEPT	01450 - 3730	39.39
	SUPPLIES-SEPT	01450 - 4599	211.88
INTERCOUNTY BASKETBALL ASSOCIATIO	ICBA LEAGUE FEES	01450 - 4593	2,800.00
JASMINE ALLI	UMFM SUPPLIES	01450 - 4597	946.92
JENNA ADAMS	UMFM FACE PAINTING	01450 - 4597	300.00
	UMFM-FACE PAINTER	01450 - 4597	200.00
M.A.D. EXTERMINATORS, INC.	EXTERMINATOR SERVICE	01450 - 3730	125.00
MARIA LORENA GRECO-D'ANGELO	COOKING CLASS	01450 - 4593	56.40
MARIANNE SUTERA RHOADS	PURPOSEFUL PLAY	01450 - 4593	576.00
	PURPOSEFUL PLAY & PAINT/PLAY	01450 - 4593	2,889.60
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01450 - 3190	92.00
OFFICE BASICS, INC	MAINTENANCE SUPPLIES	01450 - 3730	505.35
PARK & REC EXPENSE CARD	CFFF SIGNS	01450 - 4595	88.49
	COMMUNITY FAIR AND FALL FEST	01450 - 4595	59.12
	CONSORTIUM SCRIPT	01450 - 4592	26.50
	CONSORTIUM- SCRIPT	01450 - 4592	7.00
	COOMUNITY FAIR SUPPLIES	01450 - 4595	69.88
	NFL YOUTH FLAG FOOTBALL	01450 - 4593	520.00
	NFL YOUTH FLAG FOOTBALL	01450 - 4593	630.92
	NYC TRIP	01450 - 4594	1,456.00
	NYC TRIP	01450 - 4594	2,470.00
	SPOTIFY	01450 - 2200	21.19
	UMFM BANNERS	01450 - 4597	152.28
	UMFM MAILINGS	01450 - 4597	12.67

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PARK & REC EXPENSE CARD	UMFM RAFFLE BASKET	01450 - 4597	5.00
	UMFM RAFFLE BASKET	01450 - 4597	10.00
	UMFM RAFFLE BASKET	01450 - 4597	26.00
	UMFM RAFFLE BASKET	01450 - 4597	33.92
PECO ENERGY	ELECTRIC - BAXTER FIELD	01450 - 3600	615.17
	ELECTRIC - EXECUTIVE ESTATES	01450 - 3600	23.15
	ELECTRIC - POOL	01450 - 3600	335.52
	ELECTRIC -PARK BEHIND TWP BLDG	01450 - 3600	359.72
	ELECTRIC SWEDELAND PARK	01450 - 3600	101.48
	ELECTRIC UMCC	01450 - 3600	2,842.68
	ELECTRIC WALKER PARK	01450 - 3600	360.10
	ELECTRIC- BOB WHITE	01450 - 3600	39.68
	ELECTRIC- PARK GAZEBO	01450 - 3600	30.43
	GAS- UMCC	01450 - 3600	168.45
	LIGHTS WALKER PARK	01450 - 3600	91.24
PINEAPPLE SPORTS, LLC	SOCCER STARS	01450 - 4593	70.00
	SOCCER STARS	01450 - 4593	1,785.00
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	01450 - 3250	147.74
	SHARE OF POSTAGE SUPPLIES	01450 - 3250	45.28
PPP PHILADELPHIA INC	UMFM CHARACTERS	01450 - 4597	325.00
	UMFM CHARACTERS	01450 - 4597	325.00
REPUBLIC SERVICES INC	WASTE REMOVAL - HEUSER PARK	01450 - 3185	470.93
	WASTE REMOVAL - WALKER FIELD	01450 - 3185	406.92
RICHTER TOTAL OFFICE	OFFICE SUPPLIES	01450 - 2100	39.74
	OFFICE SUPPLIES	01450 - 2100	74.65
	OFFICE SUPPLIES	01450 - 2100	126.78
	OFFICE SUPPLIES	01450 - 2100	155.39
SANDRA M AVERY	CFFF HAIR SHIMMER VENDOR	01450 - 4595	320.00
SARAH LATTANZE	UMFM BASKET RAFFLE	01450 - 4597	110.36
TREASURER OF MONTGOMERY COUNTY	KITCHEN PERMIT	01450 - 2200	95.00
TYGH KANE	STAFF APPRECIATION	01450 - 2200	84.90
UPPER MERION SENIOR SERVICE CENTER	4TH QTR24 SENIOR CENTER ALLOC	01450 - 2490	15,387.50
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	01450 - 3730	208.50
VERIZON	CELL SERVICE-AUGUST	01450 - 3210	43.59
	CELL SERVICE-AUGUST	01450 - 4597	61.15
WASTE MANAGEMENT SOUTHEAST PA	UMCC WASTE REMOVAL	01450 - 3185	259.12
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01450 - 3840	141.68
	SHARP USAGE	01450 - 3840	106.82
WILLIAM HENRY REED III	XTREME HOOPS	01450 - 4593	410.00
	XTREME LITTLE HOOPERS	01450 - 4593	200.00
XTREME HOOPS	UMPR JR. VIKING BBALL	01450 - 4593	2,400.00
	UMPR JR. VIKINGS DIRECTOR FEES	01450 - 4593	5,220.00
	XTREME HOOPS	01450 - 4593	1,120.80
	XTREME HOOPS	01450 - 4593	1,387.80
	XTREME HOOPS	01450 - 4593	2,174.70
	Total	Park and Recreation	113,890.67
01493 TMA/Rambler/Other			
AQUA PENNSYLVANIA	WATER: SUNNY HILL FARM	01493 - 3600	21.32
GREATER VALLEY FORGE T.M.A.	SEP24 SVC LESS SEP24 TIX	01493 - 3320	22,455.98
	Total	TMA/Rambler/Other	22,477.30
04456 Library			
ADMIN HARRIS	OTHER PROF. SERV.	04456 - 3190	22.00
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2100	171.55
	BOOKS	04456 - 2472	91.89
	BOOKS	04456 - 2473	54.05

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2477	73.33
	BOOKS	04456 - 2480	23.91
	CHILDREN'S BOOKS	04456 - 2473	-27.99
BAKER & TAYLOR INC	BOOKS	04456 - 2472	40.05
	BOOKS	04456 - 2472	171.53
	BOOKS	04456 - 2472	296.29
	BOOKS	04456 - 2472	403.85
	BOOKS	04456 - 2472	570.17
	BOOKS	04456 - 2472	593.98
	BOOKS	04456 - 2472	654.68
	BOOKS	04456 - 2472	952.38
	BOOKS	04456 - 2480	163.85
	CHILDREN'S BOOKS	04456 - 2473	30.46
	CHILDREN'S BOOKS	04456 - 2473	-25.10
	CHILDREN'S BOOKS	04456 - 2473	-7.43
	CHILDREN'S BOOKS	04456 - 2473	180.05
	CHILDREN'S BOOKS	04456 - 2473	209.73
	CHILDREN'S BOOKS	04456 - 2473	225.79
	CHILDREN'S BOOKS	04456 - 2473	231.78
	CHILDREN'S BOOKS	04456 - 2473	292.96
	CHILDREN'S BOOKS	04456 - 2473	312.03
	CHILDREN'S BOOKS	04456 - 2473	594.01
	CHILDREN'S BOOKS	04456 - 2473	997.44
	CHILDREN'S BOOKS	04456 - 2480	12.09
	CHILDREN'S BOOKS	04456 - 2480	37.48
	CHILDREN'S BOOKS	04456 - 2480	38.09
	CHILDREN'S BOOKS	04456 - 2480	60.47
	CHILDREN'S BOOKS	04456 - 2480	84.63
BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	28.00
	MEDIA	04456 - 2476	31.50
	MEDIA	04456 - 2476	111.97
	MEDIA	04456 - 2476	132.97
BRODART COMPANY	SUPPLIES	04456 - 2100	179.48
CENGAGE LEARNING INC	LARGE PRINT	04456 - 2481	26.99
	LARGE PRINT	04456 - 2481	47.25
	LARGE PRINT	04456 - 2481	59.23
	LARGE PRINT	04456 - 2481	61.48
	LARGE PRINT	04456 - 2481	62.97
	LARGE PRINT	04456 - 2481	77.97
	LARGE PRINT	04456 - 2481	80.97
	LARGE PRINT	04456 - 2481	82.47
	LARGE PRINT	04456 - 2481	89.97
	LARGE PRINT	04456 - 2481	97.50
	LARGE PRINT	04456 - 2481	103.46
	LARGE PRINT	04456 - 2481	129.70
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	04456 - 1560	416.21
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	04456 - 1560	23,543.63
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	04456 - 1570	6,108.18
	SHARE OF WORK COMP INS-3RD QTR	04456 - 1570	7,936.48
	SHARE OF WORK COMP INS-4TH QTR	04456 - 1570	7,936.48
DEMCO INC	SUPPLIES	04456 - 2100	237.31
ENVISIONWARE INC	RESOURCES	04456 - 2474	575.00
FITNESS REIMB	3RDQTR24 FITNESS REIMB	04456 - 1560	71.73
LIBRARY EXPENSE CARD	CONFERENCE REGISTRATION	04456 - 4630	485.00
	LIBRARY PROGRAM	04456 - 2471	43.36
	RESOURCES	04456 - 2474	12.71

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LIBRARY EXPENSE CARD	RESOURCES	04456 - 2474	179.00
	SUPPLIES	04456 - 2100	100.00
LINDA SPANGLER	SUPPLIES	04456 - 2100	106.03
	SUPPLIES	04456 - 2100	147.76
MCLINC	MCLINC	04456 - 3746	8,901.25
MIDWEST TAPE LLC	EBOOKS	04456 - 2483	1,289.85
	MEDIA	04456 - 2476	17.99
	MEDIA	04456 - 2476	50.62
	MEDIA	04456 - 2476	70.77
	MEDIA	04456 - 2476	287.05
MONTGOMERY COUNTY-NORRISTOWN	MCLINC	04456 - 3746	1,602.50
OCCUPATIONAL HEALTH CENTERS OF THE	EMPLOYEE SCREENINGS	04456 - 3190	92.00
OFFICE BASICS, INC	SUPPLIES	04456 - 2100	599.85
OMNI PRESS INC	ADVERT./PRINTING/BINDING	04456 - 3400	147.00
OVERDRIVE	EBOOKS	04456 - 2483	14.99
	EBOOKS	04456 - 2483	256.63
	EBOOKS	04456 - 2483	340.98
	EBOOKS	04456 - 2483	374.33
	EBOOKS	04456 - 2483	438.74
	EBOOKS	04456 - 2483	876.39
	EBOOKS	04456 - 2483	1,130.92
	EBOOKS	04456 - 2483	2,044.02
	EBOOKS	04456 - 2483	2,411.60
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	04456 - 3250	85.77
	SHARE OF POSTAGE SUPPLIES	04456 - 3250	26.29
PLAYAWAY PRODUCTS LLC	MEDIA	04456 - 2476	780.51
PRO MOTION INC	PERIODICALS	04456 - 2475	414.00
ROWMAN & LITTLEFIELD PUBLISHING GR	BOOKS	04456 - 2472	38.98
	BOOKS	04456 - 2472	38.98
	BOOKS	04456 - 2472	38.98
	BOOKS	04456 - 2472	39.39
SHOWCASES	SUPPLIES	04456 - 2100	162.14
STEPHANIE CALABRETTI	SUPPLIES	04456 - 2100	20.97
STEPHEN R PHILLIPS PHD	LIBRARY PROGRAM	04456 - 2471	200.00
SUSAN KIRKPATRICK	SUPPLIES	04456 - 2100	25.36
T-MOBILE USA, INC	RESOURCES	04456 - 2474	184.80
THE NEW YORK TIMES COMPANY	PERIODICALS	04456 - 2475	519.97
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	04456 - 3840	70.00
	SHARP USAGE	04456 - 3840	143.90
	<i>Total</i>	<i>Library</i>	80,570.28
08364 Sanitation			
MISC	OVERPAYMENT #8003110217	08364 - 0810	1,649.66
	OVERPAYMENT #8016200970	08364 - 0810	460.40
	<i>Total</i>	<i>Sanitation</i>	2,110.06
08421 Trout Run			
ADMIN HARRIS	WASTEWATER TRAINING	08421 - 2200	320.00
AMAZON CAPITAL SERVICES, INC.	CONFERENCE TABLE	08421 - 2500	1,887.27
	OFFICE SUPPLIES	08421 - 2200	35.98
	RESTROOM SUPPLIES	08421 - 2200	160.70
	WINDOW SHADES	08421 - 2200	729.95
AMERICAN BANKERS INSURANCE COMPA	FLOOD INS-GLENN ROSE PS	08421 - 3520	1,361.20
	FLOOD INS-SWEDESBURG PS	08421 - 3520	1,927.47
AQUA PENNSYLVANIA	WATER: TROUT RUN	08421 - 3660	669.36
BUCKMAN'S INC	SODIUM HYPOCHLORITE: TROUT RUN	08421 - 2210	4,360.00
	SODIUM HYPOCHLORITE: TROUT RUN	08421 - 2210	5,057.60

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CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	08421 - 1560	90.89
CORE & MAIN LP	8" MUD VALVE	08421 - 3740	869.34
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	59.98
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	08421 - 1560	5,141.06
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	08421 - 1570	2,092.30
	SHARE OF WORK COMP INS-3RD QTR	08421 - 1570	2,718.56
	SHARE OF WORK COMP INS-4TH QTR	08421 - 1570	2,718.56
DONALD YEAGER	2024 BOOTS: YEAGER	08421 - 2200	175.00
E.P.W.P.C.O.A. INC	EPWPCOA ANNUAL DUES	08421 - 2200	50.00
ED JENSKI	2024 UNIFORM: JENSKI	08421 - 2380	107.92
GEOFFREY DRAAYER	2024 UNIFORM: DRAAYER	08421 - 2380	109.00
GLASGOW INC.	ASPHALT: TROUT RUN PARKING LOT	08421 - 2500	489.53
GRAINGER - W.W.GRAINGER INC	AIR COMPRESSOR FILTERS	08421 - 2200	21.34
	CAM/GROOVE ADAPTERS	08421 - 2200	27.12
	GRIT PUMP BELTS	08421 - 2200	84.84
	PRY-BAR SOCKET	08421 - 2200	71.61
HOME DEPOT	SUPPLIES-SEPT	08421 - 2200	205.35
J P MASCARO & SONS	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	7,358.85
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	7,779.05
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	7,918.08
KAPPE ASSOCIATES, INC	PM SERVICE: PUMP CONTROLS	08421 - 3700	1,530.28
M J REIDER ASSOCIATES INC	NPDES TESTING: TROUT RUN	08421 - 2250	6,627.40
	NPDES TESTING: TROUT RUN	08421 - 2250	10,314.50
MARK BALE	24Q3 PHONE: BALE	08421 - 3210	150.00
PECO ENERGY	ELECTRIC: TROUT RUN	08421 - 3610	15,962.11
	ELECTRIC: TROUT RUN	08421 - 3610	15,092.46
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	08421 - 2200	2.16
	SHARE OF POSTAGE SUPPLIES	08421 - 2200	0.66
POLYDYNE INC	POLYMER: TROUT RUN	08421 - 3186	3,795.00
	POLYMER: TROUT RUN	08421 - 3186	3,795.00
USA BLUE BOOK	CHLORINE RESIDUAL DPD PACKS	08421 - 2200	41.05
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TROUT RUN	08421 - 3185	68.64
	WASTE REMOVAL: TROUT RUN	08421 - 3185	68.64
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08421 - 3840	42.14
	SHARP USAGE	08421 - 3840	2.24
	Total Trout Run		112,090.19

08422 Matsunk

AMAZON CAPITAL SERVICES, INC.	PAPER	08422 - 2200	41.57
AMERICAN BANKERS INSURANCE COMPAN	FLOOD INS-GLENN ROSE PS	08422 - 3520	1,361.20
	FLOOD INS-SWEDESBURG PS	08422 - 3520	1,927.47
AQUA PENNSYLVANIA	WATER: MATSUNK	08422 - 1220	220.02
BUCKMAN'S INC	SODIUM HYPOCHLORITE: MATSUNK	08422 - 2210	4,360.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	08422 - 1560	198.80
DEER PARK	COOLER WATER: MATSUNK	08422 - 2200	45.95
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	08422 - 1560	11,245.10
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	08422 - 1570	2,032.59
	SHARE OF WORK COMP INS-3RD QTR	08422 - 1570	2,640.98
	SHARE OF WORK COMP INS-4TH QTR	08422 - 1570	2,640.98
E.P.W.P.C.O.A. INC	EPWPCOA ANNUAL DUES	08422 - 4200	50.00
J P MASCARO & SONS	SLUDGE REMOVAL: MATSUNK	08422 - 3186	7,172.44
KAPPE ASSOCIATES, INC	PM SERVICE: PUMP CONTROLS	08422 - 3700	2,040.32
KISTLER - O'BRIEN INC	REPLACE PULL STATION	08422 - 3700	1,204.00
	SEMIANNUAL FPS INSPECTION	08422 - 3700	298.00
M J REIDER ASSOCIATES INC	NPDES TESTING: MATSUNK	08422 - 2250	6,761.40
MUNICIPAL MAINTENANCE CO	CHECK VALVE REPAIR	08422 - 2500	824.25
PECO ENERGY	COLLECTIONS: MATSUNK	08422 - 3620	35.59

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PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	9,275.40
	ELECTRIC: MATSUNK	08422 - 3620	92.85
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	38.46
PETRO CHOICE HOLDINGS, INC	MAINTENANCE OIL	08422 - 2200	2,207.00
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	08422 - 2200	2.16
	SHARE OF POSTAGE SUPPLIES	08422 - 2200	0.66
POLYDYNE INC	POLYMER: MATSUNK	08422 - 3186	3,795.00
PUBLIC WORKS EXPENSE CARD	TRAINING: MCCLOSKEY	08422 - 4620	232.00
THE JAYDOR COMPANY	DOOR REPAIR: MATSUNK PRESSROOM	08422 - 3700	485.00
UPPER MERION MOWER CTR INC	EXMARK BELT	08422 - 2200	85.49
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08422 - 3700	1,181.50
USA BLUE BOOK	RESIDUAL PACKETS	08422 - 2200	41.05
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: MATSUNK	08422 - 3185	38.57
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08422 - 3840	42.14
	SHARP USAGE	08422 - 3840	4.50
	<i>Total Matsunk</i>		62,622.44

08423 Collections

AMERICAN BANKERS INSURANCE COMPA	FLOOD INS-GLENN ROSE PS	08423 - 3520	1,361.60
	FLOOD INS-SWEDESBURG PS	08423 - 3520	1,928.06
AQUA PENNSYLVANIA	WATER: ABRAMS PS	08423 - 3660	62.16
	WATER: BALLIGO PS	08423 - 3660	63.62
	WATER: MATSONFORD PS	08423 - 3660	62.16
	WATER: ROSS ROAD PS	08423 - 3660	21.32
	WATER: SWEDELAND PS	08423 - 3660	36.59
	WATER: VALLEYBROOK PS	08423 - 3660	21.32
	CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-SEPT	08423 - 1560
DEER PARK	COOLER WATER: COLLECTIONS	08423 - 2200	110.97
DELAWARE VALLEY INSURANCE TRUST	HEALTH-OCT	08423 - 1560	15,648.00
DELAWARE VALLEY WORKERS' COMPENS	2023 W/C FINAL AUDIT PREMIUM	08423 - 1570	3,757.49
	SHARE OF WORK COMP INS-3RD QTR	08423 - 1570	4,882.18
	SHARE OF WORK COMP INS-4TH QTR	08423 - 1570	4,882.18
FITNESS REIMB	3RDQTR24 FITNESS REIMB	08423 - 1560	76.05
HOME DEPOT	SUPPLIES-SEPT	08423 - 2200	155.58
JOSEPH J. BURKERT	TRAINING: BURKERT	08423 - 4620	150.00
JWC ENVIRONMENTAL	GRINDER PARTS	08423 - 2200	283.80
KAPPE ASSOCIATES, INC	PM SERVICE: PUMP CONTROLS	08423 - 3760	2,550.40
LRM INC	METER CALIBRATION	08423 - 3780	268.05
NICHOLAS PIZZA	2024 UNIFORM: PIZZA	08423 - 2380	121.97
PECO ENERGY	ELECTRIC/GAS: GLEN ROSE PS	08423 - 3610	108.95
	ELECTRIC/GAS: ROSS ROAD PS	08423 - 3610	219.37
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	130.22
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	221.22
	ELECTRIC: BALLIGO PS	08423 - 3610	2,031.46
	ELECTRIC: BALLIGO PS	08423 - 3610	2,799.51
	ELECTRIC: DEKALB PS	08423 - 3610	161.67
	ELECTRIC: DEKALB PS	08423 - 3610	260.22
	ELECTRIC: FLINT HILL PS	08423 - 3610	164.76
	ELECTRIC: FLINT HILL PS	08423 - 3610	354.22
	ELECTRIC: MATSONFORD PS	08423 - 3610	459.78
	ELECTRIC: MATSONFORD PS	08423 - 3610	516.91
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,331.29
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,210.27
	ELECTRIC: SWEDESBURG PS	08423 - 3610	194.07
	ELECTRIC: SWEDESBURG PS	08423 - 3610	178.87
	ELECTRIC: VF CASINO VAULT	08423 - 3610	41.06
	GAS: SWEDESBURG PS	08423 - 3610	36.31

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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 - 3760	347.40
PITNEY BOWES GLOBAL FINANCIAL SERV	4TH QTR24 LEASE PYMT	08423 - 2200	2.16
	SHARE OF POSTAGE SUPPLIES	08423 - 2200	0.66
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08423 - 3780	1,975.57
USIC HOLDINGS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	5,293.05
VERIZON	CELL SERVICE-AUGUST	08423 - 3210	111.09
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08423 - 3840	42.14
	SHARP USAGE	08423 - 3840	2.66
	Total Collections		54,972.92
08425 Public Works-Admin			
ADDISON PROFESSIONAL FINANCIAL SEAI	TEMP HR CLERK W/E-06/29/24	08425 - 1400	316.09
	TEMP HR CLERK W/E-08/10/24	08425 - 1400	272.75
	TEMP HR CLERK W/E-08/17/24	08425 - 1400	309.43
	TEMP HR CLERK W/E-08/24/24	08425 - 1400	312.90
	TEMP HR CLERK W/E-09/14/24	08425 - 1400	306.51
	TEMP HR CLERK W/E-09/21/24	08425 - 1400	86.51
BOROUGH OF BRIDGEPORT	BILLING FOR 84 EDU'S-3RD QTR24	08425 - 7440	6,216.00
	Total Public Works-Admin		7,820.19
08427 Wastewater			
M J REIDER ASSOCIATES INC	MIPP: ARKEMA (24Q3)	08427 - 7460	514.95
	MIPP: CHARLES RIVER (24Q3)	08427 - 7460	554.95
	MIPP: CONSHY BREWING (24Q3)	08427 - 7460	514.95
	MIPP: CONSHY BREWING RS (24Q3)	08427 - 7460	254.95
	MIPP: HOPE'S COOKIES (24Q3)	08427 - 7460	554.95
	MIPP: LEBUS BAKERY (24Q3)	08427 - 7460	554.95
	MIPP: PUROLITE(24Q3)	08427 - 7460	514.95
	MIPP: WUXI (24Q3)	08427 - 7460	514.95
PUBLIC WORKS EXPENSE CARD	UNIT 501: INSPECTION	08427 - 7460	89.52
VERIZON	CELL SERVICE-AUGUST	08427 - 7460	40.99
	Total Wastewater		4,110.11
18407 CAPITAL - Information Tech			
CDW-G INC #3418616	REPLACEMENT CAMERA	18407 - 07903	135.00
	REPLACEMENT PC'S	18407 - 07903	3,400.00
	UPS UNIT	18407 - 07909	29,270.00
VALLEY FORGE SECURITY CENTER	REPLACEMENT CAMERA CC	18407 - 07903	497.00
	Total CAPITAL - Information Tech		33,302.00
18410 CAPITAL - Police			
10-8 EMERGENCY VEHICLE SERVICE LLC	10-8 - EM CAR	18410 - 07911	7,426.79
	10-8 BRUNER CAR	18410 - 07911	906.30
	10-8 UNIT 5 - BRUNER	18410 - 07911	5,221.91
CHARIOT GRAPHICS INC	CHARIOT GRAPHICS-UNIT 52	18410 - 07911	3,245.00
DIVAL SAFETY EQUIPMENT, INC	DIVAL - GAS MASKS	18410 - 07906	26,651.25
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT24	18410 - 07951	7,999.26
	Total CAPITAL - Police		51,450.51
18411 CAPITAL - Fire and EMS			
DIVAL SAFETY EQUIPMENT, INC	DESCENT CONTROL DEVICES	18411 - 07436	4,858.00
	DESCENT CONTROL DEVICES	18411 - 07436	6,315.40
	TECGEN TURNOUT GEAR	18411 - 07436	9,772.00
	TECGEN TURNOUT GEAR	18411 - 07436	21,079.00
	Total CAPITAL - Fire and EMS		43,024.40

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18413 CAPITAL - Codes Enforcement			
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT24	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	1,995.00
	PSA: TROUT RUN MIXER/CONVEYOR	18421 - 07929	1,192.60
	PSA: TROUT RUN MIXER/CONVEYOR	18421 - 07929	3,412.50
	PSA: WPCC HEADWORKS	18421 - 07929	992.50
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT24	18421 - 07951	1,912.05
	Total	CAPITAL - Trout Run	9,504.65
18422 CAPITAL - Matsunk			
ARRO CONSULTING INC	PSA: WPCC HEADWORKS	18422 - 07929	992.50
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT24	18422 - 07951	668.57
	Total	CAPITAL - Matsunk	1,661.07
18423 CAPITAL - Collections			
ARRO CONSULTING INC	CONSULTATION: DEKALB PS GEN	18423 - 07671	1,021.50
	PSA: ABRAMS PS STUDY	18423 - 07672	2,270.00
	PSA: ABRAMS PS STUDY	18423 - 07672	6,810.00
	PSA: PS PUMP REPLACEMENT	18423 - 07673	1,995.00
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT24	18423 - 07951	668.57
MODERN GROUP LTD	GENERATOR RENTAL	18423 - 07671	3,550.00
T.S.T. INC	SEWER REPAIR: 572 N HENDERSON	18423 - 07671	10,805.52
	SEWER REPAIR: 720 JONATHAN	18423 - 07671	69,534.60
	Total	CAPITAL - Collections	96,655.19
18430 CAPITAL - Transportation			
MCMAHON ASSOCIATES INC	BRIDGE INSPECTION: ALLENDALE	18430 - 07661	20,790.00
SWERP INCORPORATED	CIPP LINING: SMITH FARMS	18430 - 07665	65,400.00
	Total	CAPITAL - Transportation	86,190.00
18434 CAPITAL - Park Maintenance			
ENTERPRISE FM TRUST	VEHICLE LEASE-OCT24	18434 - 07951	1,150.74
	Total	CAPITAL - Park Maintenance	1,150.74
18436 CAPITAL - Building Maintenance			
ARRO CONSULTING INC	PSA: LIBRARY WINDOWS	18436 - 07744	330.00
	Total	CAPITAL - Building Maintenance	330.00
18450 CAPITAL - Park and Recreation			
MISC	LAND AQUISITION-DAMIANI PROPTY	18450 - 07134	905,524.04
PARK & REC EXPENSE CARD	ROSS ROAD PARK FENCING	18450 - 07115	4,174.00
	Total	CAPITAL - Park and Recreation	909,698.04
40200 Escrow Payables			
KILKENNY LAW	0 REEDEL ROAD: 1813 (LD)	40200 - 7200	108.00
	1034 MOUNT PLEASANT: 1884 (LD)	40200 - 7200	54.00
	446/456-588 SWEDELAND: 1803	40200 - 7200	54.00
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	54.00
	870 RIVER ROAD: 1885 (LD)	40200 - 7200	54.00
MCMAHON ASSOCIATES INC	0 REEDEL ROAD: 1813 (LD)	40200 - 7200	770.00
	113 CROCKETT ROAD: 1881 (LD)	40200 - 7200	822.50
	127 SOUTH GULPH RD: 1721 (LD)	40200 - 7200	39.50
	446/456-588 SWEDELAND: 1803	40200 - 7200	837.50
	446/456-588 SWEDELAND: 1803	40200 - 7200	2,535.00
	450 WEST BEIDLER RD: 1883 (LD)	40200 - 7200	322.50
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	267.50
	870 RIVER ROAD: 1885 (LD)	40200 - 7200	1,512.50

UPPER MERION TOWNSHIP

Invoices for Approval

October 17, 2024

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REMINGTON & VERNICK ENGINEERS II, INC	109 PRIVET LANE: 1876 (SWB)	40200 - 7200	425.00
	113 CROCKETT ROAD: 1881 (LD)	40200 - 7200	99.50
	127 SOUTH GULPH RD: 1721 (LD)	40200 - 7200	4,522.50
	446/456-588 SWEDELAND: 1803	40200 - 7200	87.50
	588 NORTH GULPH RD: 1812 (LD)	40200 - 7200	222.50
	677 WEST DEKALB PK: 1811 (LD)	40200 - 7200	801.92
	850 MANCILL MILL RD: 1787 (LD)	40200 - 7200	11,929.03
	916 LONGVIEW ROAD: 1879 (SWB)	40200 - 7200	1,925.00
	<i>Total Escrow Payables</i>		27,443.95
			<u>3,388,473.47</u>

**UPPER MERION TOWNSHIP
SUMMARY PAGE
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01138	Due from Developers	30,498.35
01150	Gas/Diesel/Postage	20,137.21
01200	Current Payables	216.00
01310	511 Taxes	184,019.31
01362	Public Safety	11,974.00
01367	Park & Recreation	1,312.00
01377	Transit	-127.50
01380	Miscellaneous	-2,176.39
01402	Accounting	129,864.07
01403	Tax Collection	30,324.44
01407	Information Technology	21,289.02
01408	Planning	36,431.51
01410	Police	565,981.44
01411	Fire and EMS	283,573.39
01413	Codes Enforcement	36,822.54
01430	Transportation	127,864.37
01432	PW-Vehicle Maintenance	45,759.41
01434	PW-Park Maintenance	98,489.05
01436	PW-Building Maintenance	45,066.56
01450	Park and Recreation	113,890.67
01493	TMA/Rambler/Other	22,477.30
04456	Library	80,570.28
08364	Sanitation	2,110.06
08421	Trout Run	112,090.19
08422	Matsunk	62,622.44
08423	Collections	54,972.92
08425	Public Works-Admin	7,820.19
08427	Wastewater	4,110.11

**UPPER MERION TOWNSHIP
SUMMARY PAGE
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18407	CAPITAL - Information Tech	33,302.00
18410	CAPITAL - Police	51,450.51
18411	CAPITAL - Fire and EMS	42,024.40
18413	CAPITAL - Codes Enforcement	1,079.98
18421	CAPITAL - Trout Run	9,504.65
18422	CAPITAL - Matsunk	1,661.07
18423	CAPITAL - Collections	96,655.19
18430	CAPITAL - Transportation	86,190.00
18434	CAPITAL - Park Maintenance	1,150.74
18436	CAPITAL - Building Maintenance	330.00
18450	CAPITAL - Park and Recreation	909,698.04
40200	Escrow Payables	27,443.95
TOTAL AMOUNT A/P		<u>3,388,473.47</u>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>	
9/13/2024	\$957,610.77	\$114,136.80	
9/27/2024	\$955,115.51	\$113,748.82	
CLOTHING ALLOWANCE 9/27/2024	\$13,791.00		
			TOTAL PAYROLL
			\$2,154,402.90
-			TOTAL WARRANT
=			<u>\$5,542,876.37</u>