



UPPER MERION TOWNSHIP

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

BOARD OF SUPERVISORS RE-ORGANIZATION MEETING

Monday, January 6, 2025 at 6:30 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Public Comment
5. Election of Officers of the Board of Supervisors for 2025:
 - A. Temporary Chairman
 - B. Chairman of the Board
 - C. Vice-Chairman of the Board
6. Appointments:
 - A. Secretary-Treasurer
 - B. Assistant Secretary-Treasurer
 - C. Pension – Chief Administrative Officer of the Police & Non-Uniform Plans
 - D. Township Solicitors
 - E. Township Auditor
 - F. Township Right-to-Know Officer
 - G. Township Consulting Engineers:
 - 1) Land Subdivision/Development Plan Applications
 - 2) Traffic and Signalization
 - 3) Wastewater Operations and Pre-Treatment
 - 4) MS4 Stormwater Permit
 - H. Chairman of Board Vacancy Committee
 - I. Citizen Boards, Commissions, and Authorities
 - 1) Reappointments
7. Scheduling of 2025 Meeting Dates.
8. Resolution No. 2025-01 re: Depositories for Township Funds.
9. Affirmation of 2025 Holidays for Township Employees.
10. Selection of Delegate(s) re: 2025 PSATS 100th Annual Convention (May 4 – May 7, 2025) - Authorization of Attendance and Appointment of Voting Delegate.
11. Proclamation re: Martin Luther King Jr. Federal Holiday.
12. Additional Business.
13. Public Comment.
14. Adjournment.

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



UPPER MERION TOWNSHIP

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

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS JANUARY 6, 2025 REORGANIZATION MEETING APPOINTMENTS

Secretary-Treasurer:

Anthony Hamaday, Township Manager

Assistant Secretary-Treasurer:

Aimee Brouse, Finance Director

Pension – Chief Administrative Officer of the Police & Non-Uniform Plans

Aimee Brouse, Finance Director

Township Solicitors:

Kilkenny Law

Special Tax Counsel – Act 511:

Sean Kilkenny

Labor Counsel

Patrick Harvey

Campbell Durrant Beatty Palombo & Miller, PC

Zoning Hearing Board

Eastburn and Gray, PC

Township Auditor:

511 Tax Auditor:

CBIZ/Marcum, LLP

Township Grant Writer:

HRG Engineers

Township Right-to-Know Officer:

Amanda Lafty

Township Consulting Engineers:

Land Subdivision/Development Plan Applications:

HRG Engineers

Traffic and Signalization:

Bowman Consulting Engineers

Wastewater Operations and Pre-Treatment:

ARRO Consulting, Inc.

MS4 Stormwater Permits

ARRO Consulting, Inc.

Citizen Boards, Commissions & Authorities:

Please See Listing



519 Swede Street • Norristown, PA 19401
(484) 679-8150

JOHN F. WALKO, ESQUIRE
Direct Dial: (484) 212-5430
john@skilkennylaw.com

October 11, 2024

Sent via Electronic Mail

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

Re: 2025 Engagement Letter for Legal Services – Township Solicitor

Dear Mr. Hamaday,

Please allow this letter to express our interest in continuing to serve as Solicitor for Upper Merion Township for calendar year 2025. In accordance with the applicable provisions of the Pennsylvania Rules of Professional Conduct, this letter is intended to set forth our agreement concerning our representation of the Township. Furthermore, this letter will confirm the terms upon which law firm will serve as legal counsel to the Township and provide information about our fees.

Kilkenny Law proposes no changes from last year's agreement. As such, for all general work undertaken during 2025 that is covered under the retainer, Kilkenny Law will be paid a \$5,500 monthly retainer to cover routine legal services including meetings; phone calls; drafting of ordinances, resolutions, and regulations; administrative emails; administrative contract reviews; and general legal advice/consultation on Township matters. The retainer will be billed at One Hundred Eighty Dollars (\$180.00) per hour. We may, from time to time, recommend that specialized litigation, insurance covered matters, or labor matters be referred to outside counsel. Act 511 tax counsel matters are handled separately under separate agreement. For matters outside of the retainer, the Township will pay Kilkenny Law, LLC the current rate of One Hundred Eighty Dollars (\$180.00) per hour. Items that will be bill outside of the retainer include the following: litigation and appellate matters, including land use appeals and pre-litigation and potential litigation matters; magisterial district court enforcement actions and summary appeals; property development and/or permit or approval issuance disputes or claims; filing of municipal liens and satisfactions; preparation for and appearances before the Upper Merion Township Zoning Hearing Board and subsequent appeals; land development related matters billable to an applicant/developer as the Township's professional consultant under the MPC or as otherwise billable to the applicant/developer (including meetings, agreements, resolutions, communications with

applicant/developer); matters where attorneys' fees are recoverable under law or Township ordinance; legal work related to bond issuance; tax assessment appeal matters, condemnation and land sale or acquisition matters, other special projects as agreed between the parties and subject to the approval of the Manager and/or Board Chairperson.

We will keep you advised of the time devoted to all matters. Our normal practice is to bill clients on a monthly basis. The Township will not be billed for secretarial time nor will the Township be charged for any travel between our offices and the Township Building. All invoices from our office will specify dates, nature of service, and members of our firm involved in the representation. Our bills also contain amounts designated as costs. These expenses include filing fees, process server fees, transcripts, postage charges, computer research charges, overnight delivery charges, large copy and/or fax jobs, long distance charges and similar expenses. We generally advance minor expenses but typically ask clients to advance larger disbursements such as court reporter fees for depositions, travel expenses and the like.

If you choose to discontinue using this firm's services, we will provide any files in our possession upon request. If you do not make a request to take custody of any files, we will retain the file for what we consider to be a reasonable period; at the expiration of which, your file will be disposed of without further notice to you. Our current policy is to dispose of all files seven (7) years after termination of our engagement or completion of the matter, and you agree that we may do so.

Our firm is committed to providing legal services promptly and efficiently and in accordance with the highest legal and ethical standards. On behalf of the firm, I wish to thank the Township for offering us this opportunity to be of service.

If the Board of Supervisors consents to our representation under the terms outlined in this letter, we would request that you countersign this letter and return it to us.

Very truly yours,



JOHN F. WALKO

AGREED AND ACCEPTED:

Anthony Hamaday, Township Manager

Date

Cathy Dolan

From: Williams, Gary <Gary.Williams@cbiz.com>
Sent: Tuesday, December 17, 2024 2:59 PM
To: Cathy Dolan
Subject: RE: Upper Merion Township - Rates for 2025

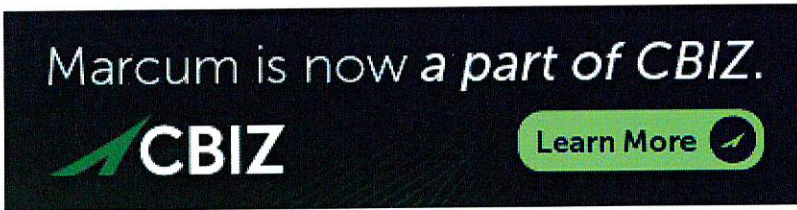
Cathy,
Thanks for reaching out. I have been meaning to get in touch since the beginning of the fourth quarter, then the new merger happened and slowed things down again and then I was worried it was too late and the budget was already passed. Anyhow, to keep the Township competitive, we are asking for a rate increase to 250/hr. to bring the Township in line with our other jurisdictions. Although our current rate for new jurisdictions is 350/hr., we are able to continue to offer Upper Merion a reduced rate due to the long-standing relationship we have with the Township and look forward to many more. If you have any questions, please feel free to contact me.

Best regards,

Gary Williams, CPA
Director
CBIZ
Phone: (610) 943-4444



492 Norristown Road, Suite 160 | Blue Bell | PA | 19422



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From: Cathy Dolan <cdolan@umtownship.org>
Sent: Tuesday, December 17, 2024 11:41 AM
To: Williams, Gary <Gary.Williams@marcumllp.com>
Subject: (EXT) FW: Upper Merion Township - Rates for 2025

External Email: cdolan@umtownship.org

Good Morning Gary,
Please email your rates for the year 2025 – we need this for reorganization purposes.
Thank you,
Cathy



2025 RATES	
Labor Categories	Range
Administration I	\$65 - \$80
Administration II	\$80 - \$95
Environmental Scientist I	\$90 - \$120
Environmental Scientist II	\$120 - \$150
Senior Environmental Scientist	\$150 - \$165
Planner I	\$95 - \$120
Planner II	\$120 - \$145
Senior Planner	\$145 - \$175
Landscape Architect I	\$90 - \$120
Landscape Architect II	\$120 - \$150
Senior Landscape Architect	\$150 - \$165
Surveyor I	\$80 - \$115
Surveyor II	\$115 - \$140
Senior Surveyor	\$140 - \$165
GIS Professional I	\$90 - \$125
GIS Professional II	\$125 - \$140
Senior GIS Professional	\$140 - \$165
Resident Project Representative I	\$80 - \$120
Resident Project Representative II	\$120 - \$145
Senior Resident Project Representative	\$145 - \$165
Junior Technician	\$75 - \$95
Technician I	\$100 - \$130
Technician II	\$130 - \$155
Senior Technician	\$155 - \$180
Financial Specialist	\$115 - \$145
Financial Analyst	\$145 - \$170
Financial Strategist	\$170 - \$185
Engineering Professional I	\$130 - \$160
Engineering Professional II	\$160 - \$175
Project Engineer	\$175 - \$195
Senior Project Engineer	\$195 - \$205
Assistant Project Manager	\$145 - \$170
Project Manager	\$175 - \$195
Senior Project Manager	\$195 - \$210
Operations Manager/Senior Technical Leader	\$180 - \$230

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

PLEASE NOTE: Herbert, Rowland & Grubic, Inc., (HRG) adjusts the rate schedule annually to reflect the cost of doing business for the coming year. This rate schedule is effective January 1, 2025 through December 31, 2025.



2025 CURRENT BILLABLE EXPENSES

All Terrain Vehicle	\$100.00/Day
Concrete Monuments	\$30.00/Each
Hydrographic System	\$100.00/Day
Lodging	At Cost
Maps, Permits, Licenses	At Cost
Meals	At Cost
Mileage	IRS Allowable
Miscellaneous Charges	At Cost
Pocket Colorimeter	\$50.00/Day
Postage	As Weighed
Sub-Surface Inspection Pole Camera	\$75.00/Day
Technology Equipment Charge	\$150.00/Day
Traffic Counters	\$25.00/Day
Wide Format Printing/Copying	\$.50/Square Foot

All expenses are subject to a 10% markup, including, but not limited to travel, printing, postage, survey supplies, etc.

PLEASE NOTE: Herbert, Rowland & Grubic, Inc., (HRG) adjusts the current billable expenses annually to reflect the cost of doing business for the coming year. These expenses are effective January 1, 2025 through December 31, 2025.

Bowman

December 18, 2024

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

RE: **Request for Professional Services Rates – Township Transportation Engineer**
2025 Traffic Engineering Services
Upper Merion Township, Montgomery County

Dear Tony:

Per the request of the Township, Bowman Consulting Group, Ltd. (Bowman), is once again pleased to provide to you and the Board of Supervisors with our *Hourly Rates* for 2025 to continue to provide Traffic Engineering Services to Upper Merion Township. Once again, Bowman sincerely appreciates the opportunity to serve Upper Merion Township, just as we have over many years, by assisting the Township with its transportation planning & engineering needs, plan reviews, safety matters, inspections, highway and signal design, trail design, bridge inspection, etc. and to achieve its transportation infrastructure goals and vision for the future. We are eager to continue our relationship with Upper Merion Township as Township Transportation (Traffic) Engineering Consultant, building upon our foundation of trust and cooperation.

Attached to this letter is our *Hourly Rates for 2025*, which includes our rate schedule for the various staffing levels within our firm. As in prior years, our services can be provided to the Township on an hourly time-and-materials basis, or on a pre-arranged fee basis for specific assignments, as desired and requested by the Township.

Thank you again for your confidence in Bowman serving as your Township Transportation (Traffic) Engineering Consultant and we look forward to continuing our association with the Township. If you have any questions, please contact me at your earliest convenience.

Sincerely,



Casey A. Moore, PE
EVP/Regional Manager – Transportation Services

CAM/ab
Attachment

Q:\PA-FTWA-MC\MCM\eng\UPPERMET1\Admin\Correspondence\2025 Upper Merion Township Request for Professional Services 2024-12-18.docx



BOWMAN CONSULTING GROUP LTD.

SCHEDULE B – MUNICIPAL HOURLY RATES

January 2025

CLASSIFICATION	HOURLY RATES
Principal	\$225.00/HR
Department Executive	\$225.00/HR
Team Leader	\$225.00/HR
Senior Project Manager	\$210.00/HR
Project Manager II	\$210.00/HR
Project Manager	\$185.00/HR
Assistant Project Manager	\$170.00/HR
Project Coordinator	\$145.00/HR
Senior Surveyor	\$200.00/HR
Engineer I Engineer II Engineer III Engineer IV	\$120.00/HR \$145.00/HR \$155.00/HR \$185.00/HR
Planner I Planner II Planner III	\$120.00/HR \$145.00/HR \$155.00HR
Designer I Designer II Designer III	\$100.00/HR \$105.00/HR \$110.00/HR
CAD Drafter I	\$100.00/HR
Construction Manager	\$185.00/HR
Senior Construction Technician	\$170.00/HR
Senior Construction Inspector	\$145.00/HR
Construction Inspector	\$125.00/HR
Sr. Project Engineer/Hydro/Geo	\$200.00/HR
Traffic Technician	\$105.00/HR
Traffic Counter	\$ 70.00/HR
Survey Tech I Survey Tech II Survey Tech III	\$100.00/HR \$110.00/HR \$155.00/HR
Survey Field Crew–1 Man	\$140.00/HR
UAV Operation	\$110.00/HR
Administrative Professional	\$ 95.00/HR

Initials: Bowman CAM / Client _____



ARRO Consulting, Inc.
321 N. Furnace Street, Suite 200
Birdsboro, PA 19508
P: 610.374.5285
www.arroconsulting.com

December 17, 2025

Cathy Dolan
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406-0139

RE: ARRO Consulting, Inc.
2025 Schedule of Hourly Rates and Charges;
Upper Merion Township and
Upper Merion Sanitary and Stormwater Authority.

Dear Cathy:

Pursuant to your request, attached is a copy of ARRO's 2025 Schedule of Hourly Rates and Charges for Professional Services. One schedule is attached, as follows:

- 2025 Schedule of Hourly Rates and Charges for Professional Services for the Upper Merion Sanitary and Stormwater Authority.

ARRO will hold the Authority's 2024 Rates for calendar year 2025.

For the Township, ARRO's rates have been included in our Proposal for Professional Services for the Township Engineer position.

We look forward to continuing our service and partnership with both the Township and the Authority in the coming year! If you have any questions, please contact me at 610-495-2102 or bill.bohner@arroconsulting.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "William L. Bohner, Jr.", is written over a circular blue stamp or seal.

William L. Bohner, Jr., P.E.
Assistant Vice President

WLB:acb

Enclosures

ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES

Upper Merion Sanitary and Stormwater Authority, Montgomery County, PA
Calendar Year 2025

I. COMPENSATION FOR PERSONNEL SHALL BE IN ACCORDANCE WITH THE FOLLOWING HOURLY RATES:

CLASS	POSITIONS	HOURLY RATE
1	SUPPORT STAFF Intern, Technical Assistant I	\$61.00
2	OFFICE & FIELD SUPPORT Surveyor I, Technical Assistant II, RPR I, Administrative Assistant I	\$82.00
3	TECHNICIANS Landscape Architect I, Surveyor II, Technical Assistant III, Designer I, RPR II, Administrative Assistant II	\$105.00
4	PROJECT TECHNICIANS Engineer I, Scientist I, Planner I, GIS Analyst I, Designer II, RPR III	\$139.00
5	SPECIALISTS Scientist II, Planner II, Landscape Architect II, GIS Analyst II, Designer III, RPR Team Lead	\$162.00
6	SENIOR SPECIALISTS Engineer II, Scientist III, Planner III, Landscape Architect III, GIS Analyst III, Surveyor III, Engineering Specialist, Design Team Lead, RPR Manager	\$173.00
7	PROJECT PROFESSIONALS Project Manager I, Project Manager II, Engineer III, Senior Landscape Architect, GIS Team Lead, Consultant, Senior Surveyor, Senior Engineering Specialist, Design Manager, Field Operations Manager	\$183.00
8	SENIOR PROFESSIONALS Senior Engineer, Senior Scientist, Senior Planner, GIS Manager, Project Manager II	\$194.00
9	MANAGING PROFESSIONALS Directors, Senior Project Manager, Senior Consultant	\$198.00
10	MANAGING PRINCIPALS Chief Engineer, Chief Operating Officer	\$199.00

II. COMPENSATION FOR EXPENSES AND OTHER CHARGES SHALL BE AS FOLLOWS:

MILEAGE	FEDERAL ALLOWABLE VEHICLE REIMBURSEMENT RATE
COMMERCIAL TRAVEL/LIVING EXPENSES	NET COST
DATA PROCESSING & DUPLICATING WORK	SCHEDULE SUPPLIED UPON REQUEST
OUTSIDE SERVICES	NET COST PLUS 15%

- III. TECHNOLOGY SURCHARGE WILL BE APPLIED TO COVER LICENSING FEES/ UPGRADES FOR COMPUTER-RELATED SERVICES (GIS, CADD, GPS, SURVEYING, HYDRAULIC MODELING, AND OTHER PROPRIETARY SOFTWARE).
- IV. STATEMENTS WILL BE RENDERED MONTHLY AND ARE PAYABLE UPON RECEIPT.
- V. CERTIFICATES OF INSURANCE COVERAGE WILL BE SUPPLIED UPON REQUEST.
- VI. EXCEPTIONS TO OR DEVIATION FROM ANY OF THE FOREGOING TERMS SHALL BE VALID ONLY AS SPECIFICALLY AND MUTUALLY AGREED UPON.
- VII. CHARGES ARE SUBJECT TO REVISION.

All services performed by ARRO are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO expressly rejects any other terms and conditions which may be presented to it, including any presented as part of a municipal appointment. Client will be notified of any changes to these Standard Terms and Conditions.

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

1. OPINION OF PROBABLE COSTS

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

2. INSTRUMENTS OF SERVICE

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

3. CHANGED CONDITIONS

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

4. ADDITIONAL WORK

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

5. DELAYS

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

6. STANDARD OF CARE AND RISK ALLOCATION

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

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

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

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

7. CONSEQUENTIAL DAMAGES

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

8. TERMS OF PAYMENT

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

9. PATENTS

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

10. SUSPENSION OF SERVICES

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

11. TERMINATION

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

12. SUCCESSORS AND ASSIGNS

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

13. SEVERABILITY AND REFORMATION

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

14. EMPLOYEE LIABILITY

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

15. FORCE MAJEURE

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

16. ENTIRE AGREEMENT

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

17. ASBESTOS, HAZARDOUS, OR TOXIC MATERIALS AND/OR PHASE I & II ENVIRONMENTAL SERVICES

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

18. THIRD PARTY BENEFICIARY

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

19. JOBSITE SAFETY

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

20. GOVERNING LAW

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

Memo

To: Board of Supervisors of Upper Merion Township

From: Anthony Hamaday, Township Manager

Date: October 30, 2024

Re: ***Citizen Board Reappointment Poll – 1/1/25 Term Expirations***

The following is a list of Citizen Board members whose term expires on January 1, 2025 and are to be considered for reappointment at the Re-Organization Meeting.

<u>Board/Committee</u>	<u>Name</u>	<u>Reappointment</u>	<u>Term</u>
Board of Community Assistance	Lydia Dan Sardinas	Yes	3 yrs.
Community Center Advisory	Chris Levy	Yes	5 yrs.
Community Center Advisory	Karen Huller	Yes	5 yrs.
Economic & Community Dev	Priscilla Rosenwald	Yes	3 yrs.
Environmental Advisory Council	Vicki Meitus	Yes	3 yrs.
Environmental Advisory Council	Jaquelin Camp	Yes	3 yrs.
Environmental Advisory Council	Mark Vondra	Yes	3 yrs.
Farmers Market Advisory Board	Megan Leighton	Yes	5 yrs.
Library Board of Directors	Sharon Duris	Yes	3 yrs.
Library Board of Directors	Janette Heil	Yes	3 yrs.
Media Communications Board	James Kravitz	Yes	3 yrs.
Media Communications Board	Pete Kuhn	No	3 yrs.
Park & Recreation Board	Michael Trachtenberg	Yes	5 yrs.
Park & Recreation Board	Holly Meade	Yes	5 yrs.
Planning Commission	Martin Trumpler	Yes	4 yrs.
Public Safety Citizen Advisory	Pattijo Taylor	Yes	3 yrs.
Sanitary & Stormwater Authority	Edward Campbell	Yes	5 yrs.
Shade Tree & Beautification	Jerome Ocker	Yes	5 yrs.
Transportation Authority	Louis Zotti	Yes	5 yrs.
UM Historical Commission	Pat Jordan	No	5 yrs.
UM Historical Commission	Matthew McCaffery	Yes	5 yrs.
UM Foundation	Vince O'Grady	Yes	5 yrs.
Zoning Hearing Board	Jonathan Garzillo	Yes	5 yrs.

BOARD OF SUPERVISOR'S MEETING DATES 2025

January

6-6:30 pm Re-Organization
 6-7:00 pm Board of Supervisors Workshop
 9-7:00 pm Board of Supervisors Business

February

6-6:15 pm Zoning Code Workshop
 6-7:30 pm Board of Supervisors Workshop
 13-7:00 pm Board of Supervisors Business
 • 26-28 **PELRAS**

March

6-6:15 pm Zoning Code Workshop
 6-7:30 pm Board of Supervisors Workshop
 13-7:00 pm Board of Supervisors Business

April

3-6:15 pm Zoning Code Workshop
 3-7:30 pm Board of Supervisors Workshop
 10-7:00 pm Board of Supervisors Business
17-6:30 pm Joint Meeting
24-6:30 pm Joint Meeting

May

1-6:15 pm Zoning Code Workshop
 1-7:30 pm Board of Supervisors Workshop
4-7 PSATS
 15-7:00 pm Board of Supervisors Business
22-6:30 pm Joint Meeting

June

5-6:15 pm Zoning Code Workshop
 5-7:30 pm Board of Supervisors Workshop
 12-7:00 pm Board of Supervisors Business

July

10- 6:15 pm Zoning Code Workshop
 10-7:30 pm Board of Supervisor Workshop
16 - Goals & Objectives (Dept. Heads)
 17-7:00 pm Board of Supervisors Business

August

7-6:15 pm Zoning Code Workshop
 7-7:30 pm Board of Supervisors Workshop
 14-7:00 pm Board of Supervisors Business

September

4-6:15 pm Zoning Code Workshop
 4-7:30 pm Board of Supervisors Workshop
 11-7:00 pm Board of Supervisors Business

October

9-6:15 pm Zoning Code Workshop
 9-7:30 pm Board of Supervisor Workshop
 16-7:00 pm Board of Supervisor Business
23-6:15 pm Budget Workshop

November

6-6:15 pm Budget Workshop
 6-7:30 pm Board of Supervisor Workshop
 13-7:00 pm Board of Supervisor Business
(2026 Budget Posting)

December

11-7:00 pm Board of Supervisors Business
(Hearing & Adoption of 2026 Budget)

JANUARY

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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29	30					

JULY

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26	27	28	29	30	31	

AUGUST

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23	24	25	26	27	28	29
30	31					

SEPTEMBER

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23	24	25	26	27	28	29
30						

OCTOBER

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23	24	25	26	27	28	29
30	31					

NOVEMBER

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16	17	18	19	20	21	22
23	24	25	26	27	28	29

DECEMBER

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Mint Boxes are Meeting Dates

Red #'s are Holidays

Yellow Boxes are Conferences

RESOLUTION NO. 2025-1

BE IT HEREBY RESOLVED by the Board of Supervisors of Upper Merion Township that the depositories for the year 2025 be placed in the following accounts with the institutions listed below:

<u>ACCOUNT NAME</u>	<u>BANK INSTITUTION</u>
General Account	TD Bank
Payroll Account	TD Bank
Land Improve. Escrow	TD Bank
Tricentennial Account	TD Bank
Library Account	TD Bank
Administrative	TD Bank
Sewer Revenue	TD Bank
Operating/Investment Accounts	Pennsylvania Local Government Investment Trust (PLGIT)
Investment Accounts	Pennsylvania Treasurer's Invest Program for Local Governments, PA School District Liquid Asset Fund (PSDLAF), Bank of America, Vist Financial, Citizens Bank, PNC Bank, Wells Fargo, Santander Bank, WSFS Bank, Truist, Uninvest Bank

BE IT FURTHER RESOLVED that the Township Manager is hereby authorized to execute any and all documents that are necessary to accomplish the foregoing.

RESOLVED this 6th day of JANUARY 2025, by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

Anthony Hamaday
Township Manager

Tina Garzillo
Chair, Board of Supervisors

Upper Merion Twp. 2025 HOLIDAYS

JANUARY							FEBRUARY							MARCH							APRIL											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
			1	2	3	4							1															1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12					
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19					
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26					
26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30										
MAY							JUNE							JULY							AUGUST											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2				
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9					
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16					
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23					
25	26	27	28	29	30	31	29	30	27	28	29	30	31	24	25	26	27	28	29	30	31											
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
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7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13					
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20					
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27					
28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31													

UPPER MERION TWP. HOLIDAY OBSERVANCES

- January 1** - New Year Day
- April 18** - Spring Holiday
- May 26** - Memorial Day
- June 19** - Juneteenth

- July 4** - Independence Day
- Sept. 1** - Labor Day
- Nov. 11** - Veterans Day

- Nov. 27** - Thanksgiving Day
- Nov. 28** - Day After Thanksgiving
- Dec. 24** - Christmas Eve
- Dec. 25** - Christmas Day

PROCLAMATION

FOR

MARTIN LUTHER KING, JR. FEDERAL HOLIDAY

WHEREAS, legislation has set aside the third Monday of January as the official holiday honoring Martin Luther King, Jr., and,

WHEREAS, according to the Act, “the holiday should serve as a time for Americans to reflect on the principles of racial equality and nonviolent social change espoused by Martin Luther King, Jr., and

WHEREAS, across the nation and throughout the world celebrations are held to commemorate the life and work of Dr. King, and,

WHEREAS, the nation is honoring Dr. King, who dedicated his life to the pursuit of a dream, the principle of which our nation’s founders wrote: “We hold these truths to be self-evident – that all men are created equal, that they are endowed by their Creator with certain unalienable rights, and that among these are life, liberty, and the pursuit of happiness,” and,

WHEREAS, the Upper Merion Martin Luther King, Jr. Holiday Committee has formed and planned a local observance in honor of Dr. King,

NOW, THEREFORE BE IT RESOLVED, this day, January 6, 2025, the Upper Merion Board of Supervisors hereby honors the memory and achievements of Dr. King, and encourages all citizens to join together at the Martin Luther King, Jr. National Holiday Observance, Wednesday, January 8, 2025 at 6:30 p.m. to 8:30 p.m. at the Upper Merion Area High School.

RESOLVED this 6th day of January, 2025, by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

ANTHONY T. HAMADAY
TOWNSHIP MANAGER

TINA GARZILLO
CHAIRPERSON