

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
FEBRUARY 18, 2021 MEETING ~ 7:30 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: June 18, 2020 – Business Meeting
 July 16, 2020 – Business Meeting
 August 6, 2020 – Zoning Workshop
 August 6, 2020 – Workshop
 August 20, 2020 – Business Meeting
 September 17, 2020 – Business Meeting
5. Chairman's Comments:
6. New Business:
 - A. Conditional Use Hearing (continued) – Mancill Mill Road Company, 850 Mancill Mill Road. Application of the Mancill Mill Road Company, 850 Mancill Mill Rd seeking Conditional Use Approval, pursuant to Section 165-135, Use Regulations, of the Township Code to permit a Residential-Oriented Development (ROD) to be located on the SM-1 zoned property.
 - B. Public Hearing re: An Ordinance to amend Chapter 165, Zoning, Section 165-145 of the Township Code to provide for a Heavy Industrial Redevelopment Overlay District and to permit certain research and development uses by right within the HI Zoning District.
 - C. Resolution 2021-08 – Preliminary/Final Subdivision Plan – GenTerra Corporation Subdivision, 624 Columbus Street. Consideration of a preliminary/final subdivision plan submitted by the GenTerra Corporation, as prepared by Wilkinson & Associates, dated April 20,2020 last revised July 21, 2020 for the subdivision of the existing R-3 Residential parcel into 4 residential lots and the construction of 4 new townhouse units.
 - D. Resolution 2021-09 – Preliminary/Final Subdivision Plan – Kay-Oberreither/Solan-Burgess, 1266 & 1272 Gulph Creek Drive. Consideration of a subdivision plan submitted by Susan Kay, Paul Oberreither, Joshua Solan & Jennifer Burgess, as prepared by Site Engineering Concepts, LLC, dated November 24, 2020, last revised January 18, 2021 for the transfer of 19,563 sq. ft from 1266 Gulph Creek Road to 1272 Gulph Creek Road which are located in an R1A zoning district.
 - E. Consent Agenda re:
 1. Resignation of Evelyn Ankers from the Community Center Complex Advisory Board
 2. Resignation of William DelCollo from the Upper Merion Historical Commission

3. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulations:
 - a. SSN Ruchi Hotels Land Development LLC, 875 Mancill Mill Road, for the tax year 2020, resulting in an overpayment of real estate taxes in the amount of \$4,569.65.
 - b. ALISUE LLC & ANEFF LLC, 1000 First Avenue for the tax years 2019 & 2020, resulting in an underpayment of real estate taxes for the years 2019 – 2020 in the amount of \$3,869.50.
 - c. ALISUE LLC & ANEFF LLC, 1020 First Avenue for the tax years 2019 & 2020, resulting in an underpayment of real estate taxes for the years 2019 – 2020 in the amount of \$3,869.50.
 - d. ALISUE LLC & ANEFF LLC, 1040 First Avenue for the tax years 2019 & 2020, resulting in an underpayment of real estate taxes for the years 2019 – 2020 in the amount of \$3,869.50.
 - e. ALISUE LLC & ANEFF LLC, 1060 First Avenue for the tax years 2019 & 2020, resulting in an underpayment of real estate taxes for the years 2019 – 2020 in the amount of \$3,869.50.
 - f. Duce Park, LLC, 631 Park Avenue for the tax years 2019 & 2020, resulting in an overpayment of real estate taxes for the years 2019 – 2020 in the amount of \$10,974.16.
 - g. ASP Realty, Inc, 304 W. DeKalb Pike for the tax years 2019 & 2020, resulting in an overpayment of real estate taxes for the years 2019 – 2020 in the amount of \$3,014.25.
 - h. Baruch Triad LLC, 2200 Renaissance Boulevard for the tax years 2018 - 2020, resulting in an underpayment of real estate taxes for the years 2018 – 2020 in the amount of \$11,087.98.
 - i. 145 W. DeKalb Pike Associates, LP, 135-145 W. DeKalb Pike for the tax years 2015 -2020, resulting in an underpayment of real estate taxes for the years 2015 -2020 in the amount of \$37,587.43.
 - j. KOP Hotel XXXI Owner LP, 260 Mall Boulevard for the tax years 2017 -2-18, resulting in an underpayment of real estate taxes for the tax years 2017 – 2018 in the amount of \$15,531.59.
 - k. Brandywine Operating Partnership LP, 935 First Avenue, Condo 2 for the tax years 2019 -2020, resulting in an underpayment of real estate taxes for the tax years 2019 – 2020 in the amount of \$4,451.33.
4. Township Outdoor Police Firing Range Soil Remediation Project Contract – Gordian. Consideration of a contract with Gordian of Greenville, South Carolina, through the Keystone Purchasing Network, for the soil remediation at the Township's outdoor Police Firing Range in the amount of \$97,717.94
5. Resolution 2021-07 re: Disposition of Township Vehicles to Auction
6. Crow Creek Trail Project Contract Payment # 3 in the amount of \$184,475.25 to Kenney Excavating for work to date on the Crow Creek Trail Project.
7. UMT Fire Station 56HQ Plumbing Contract Change Order Request No. 1 in the amount of \$4,235.29 to F.W. Houdier for the replacement of floor mount toilets with wall mount fixtures.
8. UMT Fire Station 56HQ Electrical Contract Change Order Request No. 1 in the amount of \$250.68 to Whitemarsh Electric for the installation of USB charging receptacles in the dormitory room.
9. UMT Fire Station 56 HQ Electrical Contract Change Order Request No. 2 in the amount of \$1,101.20 to Whitemarsh Electric for the installation of additional receptacles and wiring in the computer server room.

10. UMT Fire Station 56HQ General Construction Contract Payment #6 in the amount of \$31,065.00 to the Fayette Group for work to date on the Fire Station.
11. UMT Fire Station 56HQ Mechanical Contract Payment # 6 in the amount of \$3,150.00 to A-Duct Mechanical for work to date on the Fire Station.
12. UMT Fire Station 56HQ Elevator Contract Payment #4 in the amount of \$ 7,740.00 to F.W. Houder for work to date on the Fire Station.
13. UMT Fire Station 56HQ Electrical Contract Payment # 6 in the amount of \$8,329.59 to Whitemarsh Electric for work to date on the Fire Station.
14. UMT Fire Station 56HQ Construction Management Contract Payment in the amount of \$7,580 to A&E Construction for work to date on the Fire Station.
15. 2019 & 2020 Township Road Program Engineering Contract Change Order Request No. 1 in the amount of \$8500 to T&M Associates for the survey, design and inspection of 8 additional ADA ramps as part of the road programs.

F. Verizon Land Lease – Twp Public Works Garage, 455 W. Church Road. Consideration of a 5-year renewable land lease with Celco Partnership, d/b/a Verizon wireless for the installation of a 394 sq. ft wireless cellular communications facility, including an 81' monopole tower on the Township property at an annual lease rate of \$12,000.

G. Fence Height Exception Request – 1112 Lafayette Road, Wayne: Consideration of a request from the property owner of 1112 Lafayette Rd, pursuant to Section 165-208 of the Township Zoning Code, to permit an 8' high solid fence along the rear property line adjacent to a railroad line.

7. Accounts Payable & Payrolls.
8. Additional Business.
9. Adjournment.

In order to comply with the Governor's Order and Social Distancing recommendations, the Board of Supervisors will limit in-person attendance at the meeting. As an alternate to in-person attendance, the Board of Supervisors has established the use of the MyUMT Communications App on the Township's website, www.umtownship.org to accommodate virtual public participation in the meeting. The meeting will be broadcast on Comcast Channel 22 and Verizon Channel 33, and streamed live on the Township's website. Residents can register and use the MyUMT App or call in via telephone to (484) 636- 3930 to submit questions and comments during the meeting. For more information regarding participation options, please check the Township website.

In-person Meeting Guidance

All individuals attending a Township meeting shall be required to comply with the following:

1. Adhere to all CDC & PA Dept of Health COVID-19 Guidelines.
2. Masks are required to be worn at all times within a Township facility.
3. Practice Social Distancing
4. All attendees will be required to have a temperature check before admittance to a meeting room.
5. Due to occupancy limits of meeting rooms, attendees may be asked to wait outside a meeting room until there is available seating or called to enter the room by the meeting chairperson to discuss an agenda topic or participate in public comment.

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
JUNE 18, 2020

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, June 18, 2020, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:47 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Bill Jenaway, Carole Kenney, Tina Garzillo, Greg Waks and Greg Philips. Also present were: Anthony Hamaday, Township Manager; Joe McGrory, Township Solicitor.

CHAIRMAN'S COMMENTS:

Mr. Jenaway stated an executive session was held to discuss personnel and litigation matters prior to this meeting. Mr. Jenaway mentioned that on Tuesday there was a town hall meeting held in the park area behind the Upper Merion Township Building to discuss race, diversity and inclusion. Another meeting was scheduled for Wednesday, July 8, 2020, more information to follow.

Mr. Jenaway reminded the public that questions or comments to the MYUMT location on the Township's website or call 484-636-3930. Mr. Jenaway reviewed the process of how the meeting will run. The matters will be listed item by item and during that time, the public will have the opportunity to submit their questions or comments.

NEW BUSINESS

Resolution 2020-23 – Authorization to sign PennDOT Traffic Signal Permit Application (TE-160) for proposed improvements at South Gulph Road and Arden Road to include new mast arm signals, pre-emption and video detection equipment.

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve Resolution 2020-23 as presented. None opposed. Motion approved 5-0.

Financial Security Reduction # 1, Davis Development Group, LLC, Summit Street Townhome Development – Approve the Letter of Credit Reduction # 1 for the completion of required Public Improvements to date by the Davis Development Group as part of the Summit Street Townhome Development in the amount of \$148,519.50

Mr. Hamaday stated there is still \$14,851.95 left in escrow that is available if needed.

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Philips, all voting "Aye" to approve Financial Security Reduction # 1 as presented. None opposed. Motion approved 5-0.

Financial Security Escrow Release # 2, Craft Custom Homes, LLC, 504 Wood Street Subdivision – Approve Escrow Release Request #2 to Craft Custom Homes, LLC, for the completion of required public improvements to date as part of the 504 Wood Street Subdivision in the amount of \$318,825.50.

Mr. Hamaday stated remaining in escrow is \$47,900.48 for contingencies

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting "Aye" to approve Financial Security Escrow Release # 2 as presented. None opposed. Motion approved 5-0.

2020 Revenue Stabilization Fund - Ratifying the Designation of \$2,000,000.00 in the Township Revenue Stabilization Fund as a Committed Fund Balance in the 2019 Upper Merion Township Financial Statements in accordance with the Government Accounting Standards Board (GASB) Statement No. 54.

Board Action:

It was moved by Mrs. Kenney, seconded by Mrs. Garzillo, all voting "Aye" to approve 2020 Revenue Stabilization Fund - Ratifying the Designation of \$2,000,000.00 as presented. None opposed. Motion approved 5-0.

2020 Montgomery County Consortium Fuel Contract Bid Award - Awarding of the 2020 Consortium Fuel Contract, as bid by Upper Merion Township on behalf of the Consortium, to Riggins, Inc of Vineland, NJ for the bid prices as follows:

1. Regular Unleaded Gasoline (87 oct) - Oil Price Information Service (OPIS) Philadelphia weekly average plus \$0.128 /gal.
2. Super Unleaded Gasoline (93 oct) – OPIS Philadelphia Weekly average minus \$0.043 /gal
3. B2 Diesel - OPIS Philadelphia Weekly average plus \$0.188 /gal
Mr. Jenaway stated this resolution is to coincide with IRS regulations.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting "Aye" to approve 2020 Montgomery County Consortium Fuel Contract Bid Award as presented. None opposed. Motion approved 5-0.

Authorization for Township Manager to sign Real Estate Tax Appeal Settlement Stipulations as negotiated by the UMASD:

1. GSMS Warner Road Limited Partnership, 200 N. Warner Road, King of Prussia, for the tax years 2014-2020, resulting in an overpayment of taxes for the years 2014 -2016 and an underpayment for the years 2018-2020.
2. Tri-Murti Assoc, LLC & Bank of America, 625 W. DeKalb Pike, King of Prussia, for the tax years 2015-2020, resulting in an underpayment of taxes for the years 2016-2020.
3. VF Center Associates, LP, 160 W. Dekalb Pike, King of Prussia, 2014-2020, resulting in an underpayment of taxes for the years 2015-2020.

Mr. Hamaday stated that for Item 1, they are owed from the Township, \$207.29. Item 2, actually underpaid and will owe the Township \$33,001.84 for years 2015-2020 and an extra \$1,061.01 for 2020 for a total of \$34,665.17. For Item 3, the underpayment is \$33,665.17 for 2015-2020 and for 2020 alone, \$28,030.12 for a total of \$61,695.17.

Board Action:

It was moved by Mr. Waks, seconded by Mr. Garzillo, all voting "Aye" to approve the Authorization for Township Manager to sign Real Estate Tax Appeal Settlement Stipulations as presented. None opposed. Motion approved 5-0.

Burgess Arboretum Tree Assessment Proposal – Consideration of a proposal from the Morris Arboretum, as recommended by the Shade Tree Commission, for the assessment of trees and related services at the Burgess Arboretum, 720 Moore Road at a cost not to exceed \$4,175 utilizing funds awarded to the Shade Tree by the BCA.

Mr. Jenaway stated the Shade Tree Commission is looking to do a review and an evaluation of the tree health there. They have requested and obtained funds of \$4,175.00 from the Board of Community Assistance and they would like to use that fund to evaluate those trees, to cut trim and remove them as may be appropriate to improve tree health.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting “Aye” to approve the Burgess Arboretum Tree Assessment Proposal as presented. None opposed. Motion approved 5-0.

Homestead Exemption Request, Unit 211, 10211 Valley Forge Circle – Approval of the Homestead Exemption Request by the property owner of Unit 211, 10211 Valley Forge Circle for the 2020 Township Real Estate Tax in the amount of \$202.27.

Board Action:

It was moved by Mrs. Garzillo, seconded by Mrs. Kenney, all voting “Aye” to approve the Homestead Exemption Request as presented. None opposed. Motion approved 5-0.

Resolution 2020-24 re: Overlook at Town Center Land Development Plan, Toll Bros PA VIII. 125 Valley Green Lane, Village of Valley Forge - Approval of the Preliminary /Final Land Development Plan, pursuant to the terms of the Settlement Agreement with Realen Homes on the Valley Forge Golf Course Property, for the proposed Overlook at Town Center development, prepared by ESE Consultants, dated January 29, 2020, last revised May 7, 2020, for the development and construction of 142 stacked townhomes on Lot C at the Village of Valley Forge.

Mr. Fry, from Realen Valley Forge Green Associates, the owner of the property, stated this plan is for a development by Toll Brothers. Toll Brothers have already two projects at the Village of Valley Forge. The first one is Brown Stone with 132 stacked townhomes. The King of Prussia Business District Multifamily Housing report stated the townhomes are sold out. It was also noted the property is also the only for sale product in the Township. The second property is the Condominiums that Toll Brothers is building. The property is 50% sold out. The Overlook at Town Center is another project Toll Brothers wants to do in the Township. The first two floors are one home, and the third and fourth floors are the second home. There are 11 buildings. A submission to the Township Engineer has been made. There are three access points from Valley Green Lane into this project. There is also better circulation now that avenues have been adjusted between all the townhomes. It will be about a three-year build-out. The average price of these homes will be about \$400,000.00. There will be a total of 373 parking spaces. It was also noted that visitor spaces are not required to have ADA. Mr. Fry reviewed the site plan. He asked if curb was needed if there would be sidewalk being put in on Guthrie Road and it was responded that Mr. Fry speak to Mr. Beach and provide a visual.

Board Action:

It was moved by Mr. Philips, seconded by Mr. Waks, all voting “Aye” to approve Resolution 2020-24 as presented. None opposed. Motion approved 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting "Aye" to approve the Accounts Payable and Payroll. None opposed. Motion approved 5-0.

ADDITIONAL BUSINESS:

Juneteenth

Mr. Waks reminded the public that Juneteenth represents the freedom that the last slaves in the United States received on June 19, 1865.

Citizen Board Vacancies

Mrs. Kenney encouraged anyone who is 18 years old or over to think about becoming involved with the Township. Vacancies are as follows:

- Economic and Community Development Committee, one vacancy
- Environmental Advisory Council, one vacancy
- Human Relations Committee, two alternate vacancies
- Park and Recreation Board, one vacancy
- Property Maintenance Board, two alternate vacancies
- UCC Board of Appeals, two vacancies and two alternates
- Upper Merion Foundation Subcommittee, one vacancy

Applications are available on the Township website as well as in the Township Building.

Community Pool

Mrs. Garzillo mentioned the Community Pool opened this past Monday and it appears everyone is respecting social distancing.

Farmers Market

Mrs. Garzillo stated the Farmer's Market is still running and encouraged musicians to join the line-up starting in July by contacting Vince Lattuca, Farmer's Market Manager.

Township Library

Mrs. Kenney announced the Library will be contacting patrons who have placed orders in the past three months to pick up the books if available. Pickup will be by driving up in front of the library and calling the library for pickup to have your bag of books brought to you via trunk or backseat. Identification is required through the window.

Chairman's Comments:

Mr. Jenaway stated based upon anticipation of moving to the Green Status, July meetings are planned to be held in Freedom Hall. The number of individuals in the room will be based upon the social distancing requirements and the number of individuals permitted on the DOH guidelines in the Commonwealth of Pennsylvania at those dates. The Community Center, the Library, and the playgrounds remain closed as per the requirements of the Department of Health. All of the traditional Fourth of July Township activities are cancelled. Certain activities such as the fireworks and concerts may be rescheduled in October on Community Day depending on the Coronavirus status. In regards to the Township curfew that was placed for a few days, it was done for reason beyond the potential for looting that existed at the time at various commercial properties.

Upper Merion Township was hit very hard by the derecho storm and as a result many areas of the Township were without power, and roads were blocked by fallen trees with wires tangled within them. Traveling in and out of those areas would be problematic for those traveling within the community. The curfew was beneficial in allowing the electrical workers to work to get power back within the Township without dealing with added vehicles and pedestrians. Also, when power lines were re-energized, it caused a dramatic increase in electrical fires which had put more emergency responders on the roadways. Residents were urged to put tree debris on the curb and bundle it. Public Works trucks will be running through the Township through June 30, 2020. There has been a lot of work in the past couples with a company in Conshohocken to get ready for an opening. Staff has put together a series of checklists working with the consultants and have developed a series of tools to use to make sure everything is cleaned to the CDC standards and is documented as such. QR codes will be placed in Township buildings that will give the public the ability to view this documentation and ensure safety. Mr. Jenaway encouraged residents to complete the 2020 Census. The Annual Ambulance Subscription Program is being offered to Upper Merion Township residents and continues to be paid for by user fees and insurance companies.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Mr. Waks, seconded by Mr. Philips, all voting "Aye" to adjourn the meeting. None opposed. Motion approved 5-0. Adjournment occurred.

ANTHONY HAMADAY
TOWNSHIP MANAGER

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Minutes Approved:

Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
JULY 16, 2020

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, June 18, 2020, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:47 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Bill Jenaway, Carole Kenney, Tina Garzillo, Greg Waks and Greg Philips. Also present were: Anthony Hamaday, Township Manager; Kyle Brown, Associate Planner; and Joe McGrory, Township Solicitor.

MEETING MINUTES:

It was moved by Mr. Waks, seconded by Mr. Philips, all voting "Aye" to approve the following meeting minutes: April 16, 2020 Business Meeting, May 14, 2020 Business Meeting, and June 18, 2020 Business Meeting as submitted. None opposed. Motion approved 5-0.

CHAIRMAN'S COMMENTS:

Mr. Jenaway stated an executive session was held to discuss personnel and litigation matters prior to this meeting. Mr. Jenaway mentioned that on Tuesday there was a town hall meeting held in the park area behind the Upper Merion Township Building to discuss race, diversity and inclusion. Another meeting was scheduled for Wednesday, July 8, 2020, more information to follow.

Mr. Jenaway reminded the public that questions or comments to the MYUMT location on the Township's website or call 484-636-3930. Mr. Jenaway reviewed the process of how the meeting will run. The matters will be listed item by item and during that time, the public will have the opportunity to submit their questions or comments.

NEW BUSINESS

Resolution 2020-27 – Stonebrook at Upper Merion Preliminary/Final Subdivision Plan (Glasgow Tract), Ross Road. Consideration of the Preliminary/ Final Subdivision Plan submitted by Glasgow Inc., prepared by STA Engineers, dated December 17, 2018, last revised October 18, 2019 for the subdivision of the 79.18 tract into 65 single-family detached and 208 single-family attached residential lots and associated site/stormwater improvements. (R-3A Zoning District)

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve Resolution 2020-27 as presented. None opposed. Motion approved 5-0.

Resolution 2020-26 – 900 River Road LLC Preliminary/Final Development Plan, 900 River Road. Consideration of the Preliminary/Final Land Development Plan submitted by 900 River Road LLC, prepared by Kimley-Horn Associates, dated January 10, 2020, last revised June 5, 2020 for the demolition of the existing structure, construction of a new 331, 428 sf warehouse/ distribution center and associated site improvement. (HI Zoning District, 29.84)

Board Action:

Motion was made by Mr. Philips, seconded by Mr. Waks to table Resolution 2020-26 and to revisit it at the August Workshop. None opposed. Motion approved 5-0.

Resolution 2020-28 – Compost Dumping Fees. Consideration of a resolution to amend the current compost dumping fee from a per pound to a flat fee per weight class of vehicle.

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting “Aye” to approve Resolution 2020-28 as presented. None opposed. Motion approved 5-0.

Homestead Exemption Request, 699 Forest Lane – Approval of the Homestead Exemption Request by the property owner of 699 Forest Lane for the 2020 Township Real Estate Tax in the amount of \$202.27.

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Philips, all voting “Aye” to approve the Homestead Exemption Request as presented. None opposed. Motion approved 5-0.

Crow Creek Trail Design Contract Change Order Request #2 – Consideration of Contract Change Order Request #2 submitted by Gilmore & Associates, Inc. for the additional NPDES permitting work in accordance with PA DEP’s COVID-19 Permitting Requirements; Additional design studies for the Keebler Rd/Middle School pedestrian crossing and preparation of a construction cost estimate for the Crow Creek Trail Project in the amount of \$22,296.25.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting “Aye” to approve Crow Creek Trail Design Change Order Request #2 as presented. None opposed. Motion approved 5-0.

Permission to Advertise – Crow Creek Trail Construction Project

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Philips, all voting “Aye” to approve permission to advertise for the Crow Creek Trail Construction Project. None opposed. Motion approved 5-0.

Community Center Roof Project Roofing Contract Payment #2 in the amount of \$645,430.00 to Detwiler Roofing for work to date on the Community Center Roof Project

Board Action:

It was moved by Mrs. Garzillo, seconded by Mr. Philips, all voting “Aye” to approve the Community Center Roof contract payment #2 to Detwiler Roofing as presented. None opposed. Motion approved 5-0.

Board of Community Assistance and Disbursement Policy Guidelines
Amendment – Consideration of proposed amendments the Board of Community
Assistance disbursement guidelines to provide anti-discrimination language,
partial grants awards, additional award round and provisions for rescission,
transfer and conditioning of awards.

The Board of Community Assistance amended their Disbursement Policy Guidelines and presented the revised policy to the Board of Supervisors.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting “Aye” to approve the amended BCA policy. None opposed. Motion approved 5-0.

Resolution 2020-29 – Authorization to sign PennDOT Traffic Signal Permit
Application (TE-160) for the proposed road way stripping improvements on North
Henderson Road between the Prince Frederick Street Intersection and Deep
Hollow Road to create a new center turn lane, dedicated northbound turn lane
onto Deep Hollow Road and southbound turn lane onto a proposed new road as
part of the Stonebrook Subdivision (Glasgow Tract)

Board Action:

It was moved by Mr. Waks, seconded by Mr. Philips, all voting “Aye” to approve the Traffic Signal Permit Application as presented. None opposed. Motion passed 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting “Aye” to approve the Accounts Payables for invoices processed from June 11 to July 8, 2020 and Payrolls dated June 12, 2020 and June 26, 2020 for a total of \$4,702,822.43. None opposed. Motion approved 5-0.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Mr. Waks, seconded by Mr. Philips, all voting “Aye” to adjourn the meeting. None opposed. Motion approved 5-0. Adjournment occurred.

ANTHONY HAMADAY
TOWNSHIP MANAGER

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Minutes Approved:

Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
ZONING WORKSHOP MEETING
AUGUST 6, 2020

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Thursday, August 6, 2020, in Freedom Hall in the Township Building. The meeting was called to order at 6:15 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Tina Garzillo, Greg Philips, Carole Kenney and Greg Waks. Also present were: Anthony Hamaday, Township Manager; Joseph McGrory, Township Solicitor; and Rob Loeper, Township Planner.

CHAIRPERSON'S COMMENTS:

DISCUSSIONS:

MANCILL MILL DEVELOPMENT: AN ORDINANCE TO AMEND THE SM-1 DISTRICT PROVIDING FOR A RESIDENTIAL-ORIENTED DEVELOPMENT SUBJECT TO CONDITIONAL USE

A discussion between the Board and the applicant ensued regarding the amendment for the residential oriented development (ROD). It was stated that the amendment requires specific criteria for the ROD including (1) a perimeter buffer; (2) open space of 10% of the gross tract area; (3) a centrally-located plaza and the tract must be within 500' of a river and 250' of a public trail system. The units must meet specific requirements – maximum height of 40 feet, minimum width of 24 feet, two-car garage minimum. The project will comply with the existing off-street parking requirements. The applicant stated that the design criteria is clearly a better product than the average townhouse development. It was decided to move forward with the ordinance at the September business meeting.

CATALYST OUTDOOR: AN ORDINANCE TO ESTABLISH A TOWNSHIP WIDE COMMUNICATIONS PLATFORM BY CREATING A MONUMENT DISPLAY AND STANDARDS FOR THE CONSTRUCTION

The Board began discussions with Catalyst Experiential a proposed ordinance to establish a Township wide communications platform as well as a proposed ordinance to amend the current sign ordinance to allow monument display signs. The proposed communications platform ordinance would establish

a Community Commercial Zoning District allow certain designated land in the Township to be used for monument display signs. The proposed ordinance initial identifies several properties, including Bob White Park, Heuser Park, Walker Field and a parcel of land near the Betzwood Bridge that are along major transportation routes. The proposed ordinance amending the current sign ordinance would allow monument sign displays in the General Commercial Zoning District. Catalyst has secured an agreement of sale with the owner of the 216 Allendale Road and a lease with the owner of 795 Dekalb Pike for the installation of monument signs on those commercial properties.

The Board agreed to continue discussions on the proposed ordinances at a future workshop meeting.

FENCE ORDINANCE

Due to time constraints this item was not discussed. It will be added to the September 3, 2020 Zoning Workshop.

ADJOURNMENT:

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Waks, with all voting "Aye" to adjourn the meeting. None opposed. Adjournment occurred at 7:30 pm.

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Minutes Approved:
Minutes Entered:

ANTHONY HAMADAY
TOWNSHIP MANAGER

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
WORKSHOP MEETING
AUGUST 6, 2020

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Thursday, August 6, 2020, in Freedom Hall in the Township Building. The meeting was called to order at 7:30 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Tina Garzillo, Greg Philips, Carole Kenney and Greg Waks. Also present were: Anthony Hamaday, Township Manager; Joseph McGrory, Township Solicitor; Rob Loeper, Township Planner; and Tom Beach, Township Engineer.

CHAIRPERSON'S COMMENTS:

Mr. Jenaway announced there was a Zoning Workshop earlier this evening.

DISCUSSIONS:

DEKALB PLAZA – PROPOSED REZONING TO SC SHOPPING CENTER

Discussion ensued regarding the rezoning of the DeKalb Plaza Shopping Center. DeKalb Plaza currently is comprised of 2 separate parcels (Hobby Lobby & Bob's/strip stores) and is zoned R-3A but developed with restrictions limiting uses and bulk and area regulations. The owners have asked the Board to consider rezoning to SC since the parcel is adjacent to the SC Zoned Town Center Shopping Center and to allow further develop the front of the property with a proposed bank pad site. The owners are willing to keep the restrictive covenant on the property. Decision made to move forward and have a public hearing on the ordinance at the October 15, 2020 Business Meeting.

900 RIVER ROAD, LLC PRELIMINARY/FINAL LAND DEVELOPMENT PLAN, 900 RIVER ROAD. PROPOSED DEMOLITION OF THE EXISTING STRUCTURES ON THE PROPERTY AND THE CONSTRUCTION OF A NEW 331,428 SF WAREHOUSE/DISTRIBUTION CENTER, STORMWATER MANAGEMENT FACILITIES AND SITE IMPROVEMENTS ON THE 29.84 ACRE PROPERTY

Board Action:

It was moved by Mr. Philips, seconded by Mr. Waks, all voting "Aye" to approve Resolution 2020-26 regarding 900 River Road as presented. None opposed. Motion approved 5-0

DISCOVERY LABS PRELIMINARY/FINAL LAND DEVELOPMENT PLAN, 411 SWEDELAND ROAD. PROPOSED CONSTRUCTION OF A NEW PARKING GARAGE CONSISTING OF TWO LEVELS AND CONTAINING 236 SPACES TO SERVE THE EXISTING 923,752 SF DISCOVERY LABS COMPLEX

Discussion ensued regarding the land development plan for Discovery Labs. Decision made to add this item to the September 17, 2020 Business agenda.

LAND DEVELOPMENT PLAN, 3700 HORIZON DRIVE. PROPOSED CONSTRUCTION OF A 74,000 SF BUILDING ADDITION TO INCLUDE WAREHOUSE AND OFFICE SPACE WITH THE EXISTING BUILDING TO REMAIN AS A RESEARCH AND DEVELOPMENT USE 5.92 ACRES

Discussion ensued regarding the land development plan for 3700 Horizon Drive. Decision made to add this item to the September 17, 2020 Business agenda.

BOARD OF COMMUNITY ASSISTANCE AND DISBURSEMENT POLICY GUIDELINES AMENDMENT – ANTI-DISCRIMINATION POLICY

A discussion ensued regarding proposed guidelines which significantly enhance the flexibility of the BCA to meet real world situations.

REVIEW OF AUGUST 20, 2020 BOARD OF SUPERVISORS' BUSINESS MEETING

A discussion ensued regarding the August 20, 2020 Business Meeting Agenda.

ADJOURNMENT:

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, with all voting "Aye" to adjourn the meeting. None opposed. Adjournment occurred at 9:57 pm.

cd
Minutes Approved:
Minutes Entered:

ANTHONY HAMADAY
TOWNSHIP MANAGER

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
AUGUST 20, 2020

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, August 20, 2020, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:40 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were: Anthony Hamaday, Township Manager; Joseph McGrory, Solicitor's Office; Tom Beach, Engineer; and Rob Loeper, Township Planner.

MEETING MINUTES:

CHAIRMAN'S COMMENTS:

Chairman Jenaway stated an Executive Session was held prior to this meeting to discuss personnel matters and that discussion will resume in Executive Session after the business meeting.

NEW BUSINESS

PRESENTATION – WORKMERK VIRUS SAFE PRO HEALTH AND SAFETY CHECKLIST & VERIFICATION APPLICATION FOR TOWNSHIP FACILITIES

Representative from WorkMerk, Mr. Ken Safarowic, Director was on hand to explain their VirusSAFE Health application. The township will be implementing this app to evaluate the cleanliness of township facilities. This is important and timely due to the COVID-19 outbreaks throughout our county, state, and country.

2020 RESTATED BUDGET REVENUE/EXPENSE ADJUSTMENTS – ACCEPTANCE OF 2020 BUDGET REVENUE AND EXPENDITURE ADJUSTMENTS PRESENTED BY THE DIRECTOR OF FINANCE IN RESPONSE TO THE COVID-19 PANDEMIC

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting "Aye" to accept the budget revenue/expense adjustments presented by the Finance Director. None opposed. Motion approved 5-0.

2021 OPERATING AND CAPITAL BUDGET GUIDELINES – APPROVAL OF THE 2021 BUDGET GUIDELINES TO BE USED BY THE TOWNSHIP STAFF AS PART OF THE 2021 BUDGET PROCESS

The Budget Guidelines and Calendar for the 2021 Budget were reviewed. These guidelines reflect a continuing effort to emphasize the obligation of each department to continuously seek improvements in operations. In addition, specific spending guidelines are set forth, as in previous years.

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve the Budget Guidelines for the 2021 Operating and Capital Budgets. None opposed. Motion approved 5-0.

RESOLUTION 2020-30 – COMMEMORATING THE 100 YEAR ANNIVERSARY OF THE ADOPTION OF THE 19TH AMENDMENT – GIVING WOMEN THE RIGHT TO VOTE

Supervisors Garzillo and Kenney presented the resolution which celebrates the 100th anniversary of the passage and ratification of the 19th amendment, providing for women's suffrage, to the Constitution of the United States.

Board Action:

It was moved by Mrs. Garzillo, seconded by Mrs. Kenney, all voting "Aye" to approve Resolution 2020-30 as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-31 – 106 DEKALB, INC. PRELIMINARY/FINAL PLAN, 555 LOWER EAST VALLEY FORGE ROAD. CONSIDERATION OF THE PRELIMINARY/FINAL SUBDIVISION PLAN SUBMITTED BY 106 DEKALB, INC. AS PREPARED BY JOSEPH ESTOCK, PE. PLS., DATED DECEMBER 18, 2019, LAST REVISED JUNE 12, 2020, FOR THE SUBDIVISION OF THE EXISTING 1.62 ACRE R-2 RESIDENTIAL PROPERTY INTO THREE RESIDENTIAL (3) LOTS

Rob Loeper, Township Planner presented the subdivision plan. He stated that the applicant proposed to subdivide the subject property into three (3) single-family lots with the existing house remaining on one of the lots. The plan, the conditions of approval, and the waivers were presented to the Board of Supervisors.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting "Aye" to approve Resolution 2020-31 as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-32 – GCP PRUSSIA, LP PRELIMINARY/FINAL DEVELOPMENT, 127 S. GULPH ROAD. CONSIDERATION OF THE PRELIMINARY/FINAL LAND DEVELOPMENT PLAN SUBMITTED BY GCP PRUSSIA, LP, AS PREPARED BY GILMORE & ASSOCIATES, DATED FEBRUARY 25, 2020, LAST REVISED MAY 11, 2020, FOR THE DEMOLITION OF THE EXISTING 2-STORY HOTEL BUILDING ON THE 5.2 ACRE PROPERTY AND THE CONSTRUCTION OF A NEW 5-STORY HOTEL, STORMWATER MANAGEMENT FACILITY AND SITE IMPROVEMENTS. (CG ZONING DISTRICT)

Rob Loeper, Township Planner presented the development plan. The applicant, legal owner of 127 South Gulph Road proposes to demolish the existing hotel and replace it with a 5-story hotel with associated lighting, landscaping, grading, utilities, stormwater management and erosion and sedimentation control. The development plan, conditions of approval, and the waivers were presented to the Board of Supervisors.

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Waks, all voting "Aye" to approve Resolution 2020-32 as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-33 – PENNDOT LAND DEVELOPMENT PLAN, 7000 GEERDES BOULEVARD. CONSIDERATION OF THE PRELIMINARY/FINAL LAND DEVELOPMENT PLAN SUBMITTED BY PEEDOT, AS PREPARED BY ALFRED BENESCH & CO., DATED JUNE 21, 2020, FOR THE CONSTRUCTION OF A 78,539 SF REGIONAL TRAFFIC MANAGEMENT CENTER ADDITION, NEW PARKING GARAGE, STORWATER MANAGEMENT FACILITIES AND SITE IMPROVEMENTS ON THE 8.23 ACRE PROPERTY. (KPMU ZONING DISTRICT)

Rob Loeper, Township Planner presented the development plan. The applicant proposes to demolish the existing structure and develop it into an office building and new parking structure, with associated stormwater management, and erosion and sedimentation control. The development plan, conditions of approval, and the waivers were presented to the Board of Supervisors.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting “Aye” to approve Resolution 2020-33 as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-34 – AUTHORIZATION TO SIGN PENNDOT TRAFFIC SIGNAL APPLICATION (TE-160) FOR PROPOSED MID-ROAD FLASHING PEDESTRIAN BEACONS ON FIRST AVENUE AND EXISTING SIGNAL MODIFICATIONS ON FIRST AVENUE AND FREEDOM DRIVE IN CONNECTION WITH THE TOP GOLF PROPERTY DEVELOPMENT

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Garzillo, all voting “Aye” to approve Resolution 2020-34 as presented. None opposed. Motion approved 5-0.

CAPITAL EQUIPMENT PURCHASE – AUTHORIZATION TO PURCHASE THE FOLLOWING VEHICLES.EQUIPMENT FROM ANY STATE OR COSTARS CONTRACT UTILIZING FUNDS IN THE CAPITAL EQUIPMENT FUND:

1. Public Safety Department
 - A. Two (2) 2020 Ford Interceptor Utility SUV’s at a cost not to exceed \$97,000 including fit out
 - B. One (1) 2020 Ford Fusion Hybrid at a cost not to exceed \$35,000 including fit out
 - C. Used late model sedan at a cost not to exceed \$8,000
2. Public Works Department
 - A. John Deere Compact Excavator at a cost not to exceed \$75,000

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Philips, all voting “Aye” to approve the capital equipment purchases as outlined. None opposed. Motion approved 5-0.

COMMUNITY CENTER ROOF PROJECT GENERAL CONSTRUCTION CONTRACT PAYMENT #2 IN THE AMOUNT OF \$124,000 TO DETWILER ROOFING FOR WORK TO DATE ON THE COMMUNITY CENTER ROOF PROJECT

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting "Aye" to approve payment #2 to Detwiler Roofing in the amount of \$124,000. None opposed. Motion approved 5-0.

COMMUNITY CENTER ROOF PROJECT ROOFING CONTRACT PAYMENT #3
IN THE AMOUNT OF \$61,845 TO DETWILER ROOFING FOR WORK TO DATE
ON THE COMMUNITY CENTER ROOF PROJECT

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Kenney, all voting "Aye" to approve payment #3 to Detwiler Roofing in the amount of \$61,845. None opposed. Motion approved 5-0.

CONSTRUCTION & QUALITY INSURANCE INSPECTION CONTRACT –
GUTHRIE ROAD FIRE & EMS STATION – CONSIDERATION OF A
PROFESSIONAL SERVICES CONTRACT WITH MASER CONSULTING FOR
THE INSPECTIO OF STEEL, CONCRETE AND FIREPROOFING
APPLICATIONS FOR THE MEZZANINE CONSTRUCTION AT THE GUTHRIE
ROAD STATION AT A COST NOT TO EXCEED \$6500.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting "Aye" to accept a professional services contract with Maser Consulting at a cost not to exceed \$6500. None opposed. Motion approved 5-0.

PROFESSIONAL SERVICES CONTRACT – KERWOOD DRIVE BRIDGE
REPAIR PROJECT – CONSIDERATION OF A PROFESSIONAL SERVICES
AGREEMENT WITH ARRO CONSULTING FOR DESIGN, BIDDING AND
ENGINEERING SERVICES ASSOCIATED WITH THE KERWOOD DRIVE
BRIDGE REPAIR PROJECT AT A COST NOT TO EXCEED \$43,000

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting "Aye" to accept a professional services contract with ARRO Consulting for the Kerwood Drive Bridge Repair Project at a cost not to exceed \$43,000. None opposed. Motion approved 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Philips, all voting "Aye" to approve the Accounts Payable for invoices processed from July 9 to August 12, 2020 in the amount of \$1,537,112.22 and the Payroll for July 10, 2020 and July 24, 2020 in the amount of \$1,921,000.33 for a total of \$3,458,112.55. None opposed. Motion approved 5-0.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Mr. Waks, seconded by Mr. Jenaway, all voting "Aye" to adjourn the meeting. None opposed. Motion approved 5-0. Adjournment occurred at 9:00 p.m.

ANTHONY HAMADAY
TOWNSHIP MANAGER

cad
Minutes Entered
Minutes Approved:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
SEPTEMBER 17, 2020

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, September 17, 2020, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:40 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were: Anthony Hamaday, Township Manager; Joseph McGrory, Solicitor's Office; Tom Beach, Engineer; and Kyle Brown, Associate Township Planner.

MEETING MINUTES:

CHAIRMAN'S COMMENTS:

NEW BUSINESS

PROCLAMATION RE: FIRE PREVENTION MONTH – OCTOBER, 2020

Chairman Jenaway read a proclamation proclaiming October 2020 as 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.

He urged our residents to be responsive to public education measures and take personal steps to increase their safety from fire, especially in their homes. As we celebrate 2020 Fire Prevention Month throughout the Township, he urged all citizens and visitors to participate in the many fire prevention activities and efforts provided by our organization.

SHADE TREE AWARDS PRESENTATION

The following awards were presented by the Shade Tree Commission:

Residential:

| | |
|-------------------------|----------------------------|
| 639 Mallard Road | Joseph & Margaret Anderson |
| 336 Covered Bridge Road | Rebecca & Michael Bartolo |
| 437 Stacey Drive | Jozef & Denise Bobok |
| 287 Roberts Drive | Leonard & Sharon Brzoska |
| 381 Ross Road | Louis & Kathryn DeCaro |
| 541 B Street | Andrew & Lauren DeGothseir |
| 125 Deep Hollow Road | Lorraine & Donald Hawk |
| 299 Diane Court | Kimberly Sue Matthews |
| 216 Bernard Drive | Kathleen Mary Murphy |
| 541 Norwyck Drive | Eleanor Pergine |
| 641 Brookwood Drive | Shiu Ming Lee |

Distinguished Trees:

| | |
|------------------------------|-----------------------------|
| 390 General Washington Drive | Brian & Linda Noll |
| 333 Allendale | Mother of Divine Providence |

Commercial:

| | |
|-----------------------------|--------------------|
| Renaissance Industrial Park | P & F Ventures LLC |
| Renaissance Boulevard | |

PRESENTATION AND ACCEPTANCE OF THE TOWNSHIP'S 2021 FINANCIAL REQUIREMENTS AND MINIMUM MUNICIPAL OBLIGATION (MMO) IN THE AMOUNT OF \$2,205,307 FOR THE POLICE AND \$702,000 FOR THE NON-UNIFORM PENSION PLANS

Anthony Hamaday, Township Manager presented the 2021 Financial Requirements and Minimum Municipal Obligation for the Police and Non-Uniform Pension Plans.

Board Action:

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

FINANCIAL ESCROW SECURITY RELEASE NO. 1, CRAFT CUSTOM HOMES, LLC., 388 ANDERSON ROAD SUBDIVISION – APPROVAL OF ESCROW RELEASE NO. 1 TO CRAFT CUSTOM HOMES IN THE AMOUNT OF \$86,155.50 FOR THE COMPLETION OF REQUIRED SITE IMPROVEMENTS TO DATE AS PART OF THE 383 ANDERSON ROAD SUBDIVISION AS RECOMMENDED BY THE TOWNSHIP ENGINEER

Board Action:

It was moved by Mr. Waks, seconded by Mrs. Garzillo, all voting "Aye" to approve Financial Escrow Security Release as presented. None opposed. Motion approved 5-0.

AUTHORIZATION FOR TOWNSHIP MANAGER TO SIGN REAL ESTATE TAX APPEAL SETTLEMENT STIPULATIONS AS NEGOTIATED BY THE UMASD: GAHC3 KING OF PRUSSIA MOB LLC, 700 SOUTH HENDERSON ROAD, KING OF PRUSSIA, FOR THE TAX YEARS 2016-2020, RESULTING IN AN UNDERPAYMENT OF REAL ESTATE TAXES FOR THE YEARS 2016-2019 IN THE AMOUNT OF \$9,219.00

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Waks, all voting "Aye" to authorize the signing of the settlement stipulation as presented. None opposed. Motion approved 5-0.

REQUEST FOR PROPOSAL OF PROFESSIONAL SERVICES FOR THE UPPER MERION TOWNSHIP 2021 ROAD RESURFACING PROGRAM

The Upper Merion Township Public Works Department needs to secure a proposal to provide survey, engineering, and construction services relative to the Upper Merion 2021 Road Resurfacing Program. The road program is comprised of 4 ADA ramps and approximately 52,603 square yards of mill and overlay for 14 locations in the Township.

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Garzillo, all voting "Aye" to authorize the request for proposal as presented. None opposed. Motion approved 5-0.

ACCEPT CITIZEN BOARD RESIGNATIONS FOR GIAN SINGLA OF THE SANITARY & STORMWATER AUTHORITY AND PEPPER FRANCIS, STUDENT REPRESENTATIVE OF THE EAC

The Board of Supervisors thanked Gian Singla for the years that he served on the Sanitary & Stormwater Authority and Pepper Francis for her time as student representative of the Environmental Advisory Council.

Board Action:

It was moved by Mrs. Kenney, seconded by Mrs. Garzillo, all voting "Aye" to accept the resignations as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-35 – CONSIDERATION OF A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER TO SUBMIT A DCED-CFA MULTIMODAL TRANSPORTATION GRANT APPLICATION IN THE AMOUNT OF \$2,476,407 FOR THE FIRST AVENUE LINEAR PARK PHASE 3 WHICH INCLUDES THE INSTALLATION OF THE TRAIL ON 10 REMAINING PARCELS ALONG FIRST AVENUE

Board Action:

It was moved by Mrs. Kenney, seconded by Mr. Waks, all voting "Aye" to approve Resolution 2020-35 as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-36 – DEVELOPMENT PLAN – PROTECS, INC., 3700 HORIZON DRIVE. CONSIDERATION OF A PRELIMINARY DEVELOPMENT PLAN SUBMITTED BY PROTECS, INC., AS PREPARED BY NAVE NEWELL ENGINEERS, DATED JUNE 17, 2020, FOR THE CONSTRUCTION OF A 74,000 SF BUILDING ADDITION TO THE EXISTING BUILDING AND ASSOCIATED SITE IMPROVEMENTS ON THE 5.92 ACRE, SM-1 ZONDED PARCEL

Board Action:

It was moved by Mr. Philips, seconded by Mrs. Kenney, all voting "Aye" to approve Resolution 2020-36 as presented. None opposed. Motion approved 5-0.

RESOLUTION 2020-37 – DEVELOPMENT PLAN – MERION INNOVATIONS 1 LLC., 411 SWEDELAND ROAD. CONSIDERATION OF A PRELIMINARY/FINAL LAND DEVELOPMENT PLAN SUBMITTED BY MERION INNOVATIONS 1 LLC, AS PREPARED BY TAYLOR, WISEMAN & TAYLOR ENGINEERS, DATED MARCH 15, 2020, FOR THE CONSTRUCTION OF A NEW TWO-LEVEL PARKING GARAGE AND ASSOCIATED SITE IMPROVEMENTS CONTAINING 236 SPACES TO SERVE EXISTING 923,752 SF DISCOVERY LABS FACILITY (LI ZONING DISTRICT)

The applicant requested a 30-day extension on this development plan.

Board Action:

It was moved by Mr. Philips, seconded by Mr. Waks, all voting "Aye" to accept the 30-day extension for Merion Innovations as presented. None opposed. Motion approved 5-0.

ACCOUNTS PAYABLE & PAYROLLS:

Board Action:

It was moved by Mrs. Kenney, seconded by Mrs. Garzillo, all voting "Aye" to approve the Accounts Payable for invoices processed from August 13, 2020 to September 9, 2020 in the amount of \$1,024,578.01 and the Payrolls for August 7, 2020 and August 21, 2020 in the amount of \$1,880,936.72 for a total of \$2,905,514.73. None opposed. Motion approved 5-0.

ADDITIONAL BUSINESS:

RESOLUTION 2020-38 – AUTHORIZING THE CONDEMNATION OF CERTAIN REAL ESTATE OWNED BY THE ESTATE OF LINDA J. DESIMONE LOCATED AT 580 GENERAL KNOX ROAD IN UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA FOR THE PURPOSE OF ANNEXING IT TO THE TOWNSHIP'S COMMUNITY CENTER FOR THE RECREATIONAL USE AND BENEFIT OF THE PUBLIC

Board Action:

It was moved by Mr. Philips, seconded by Mr. Waks, all voting "Aye" to accept Resolution 2020-38 as presented. None opposed. Motion approved 5-0.

CITIZEN BOARD APPOINTMENT:

Board Action:

It was moved by Mr. Philips, seconded by Mr. Waks, all voting "Aye" to approve Mr. Amrinder Singh to the Property Maintenance/UCC Board of Appeals. None opposed. Motion approved 5-0.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Mr. Philips, seconded by Mr. Waks, all voting "Aye" to adjourn the meeting. None opposed. Motion approved 5-0. Adjournment occurred at 8:48 p.m.

ANTHONY HAMADAY
TOWNSHIP MANAGER

cad
Minutes Entered
Minutes Approved:

ORDINANCE NO. _____

**AN ORDINANCE OF UPPER MERION TOWNSHIP, MONTGOMERY COUNTY,
PENNSYLVANIA, AMENDING THE
UPPER MERION TOWNSHIP ZONING ORDINANCE TO
PERMIT CERTAIN ADDITIONAL USES IN THE HEAVY INDUSTRIAL “HI”
DISTRICT**

WHEREAS, the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania has enacted the Upper Merion Township Zoning Ordinance which contains inter alia, provisions governing residential and commercial zoning districts in Upper Merion Township; and

WHEREAS, the Board of Supervisors of Upper Merion Township desires to amend the Upper Merion Township Zoning Ordinance to broaden the scope of uses permitted in the Heavy Industrial “HI” Zoning District; and

WHEREAS, the Board of Supervisors of Upper Merion Township has determined that permitting such uses is in the best interest of the health, safety and welfare of the residents of Upper Merion township.

NOW THEREFORE, be it, and it is hereby **ORDAINED** by the Members of Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. Section 165-153.A. of the Upper Merion Township Zoning Ordinance is hereby amended by adding the following language to the beginning of the section: “Except as provided for below in Section 165-153.E....”

II. Section 165-153.E. of the Upper Merion Township Zoning Ordinance is hereby created and shall read as follows:

“E. “Heavy Industry Redevelopment (“HIR”) Overlay District.” The intent of the Heavy Industry Redevelopment Overlay Zoning District is to facilitate the redevelopment of property located in the HI zoning district.

1. Conditional Use Standards: Parcels that meet the following standards shall be eligible to be developed under the HIR Overlay District pursuant to conditional use:

- a. The Parcel must be located south of the Pennsylvania Turnpike.
- b. The Parcel must be in the HI Zoning District.
- c. The Parcel must be a minimum of 30 acres.
- a. An application for conditional use under this section shall meet all of the criteria identified in Section 165-219.1.

2. Conditional Uses. Uses permitted in the HIR Overlay Zoning District shall include pursuant to conditional use shall include:

a. Any use permitted in the LI Zoning District which is not otherwise permitted in the HI Zoning District;

b. Any use identified in Table CD.1 as a permitted use within the following categories in General Commercial Zoning District:

- i. Information
- ii. Professional, Scientific and Technical Service
- iii. Finance and Insurance
- iv. Educational Service
- v. Health Care and Social Service
- vi. Information
- vii. Arts, Entertainment and Recreation
- viii. Accommodation and Food Service

III. Section 165-153.F. of the Upper Merion Township Zoning Ordinance is hereby created and shall read as follows:

“F. Research and Development. Notwithstanding any provision contained herein to the contrary, Research and development in the physical, engineering, life sciences, social sciences and humanities shall be permitted in the HI zoning district as a by-right use.

IV. All provisions of the Upper Merion Township Zoning Ordinance not inconsistent herewith are declared to be in full force and effect. If any provision of the Upper Merion Township Zoning Ordinance is inconsistent with the provisions of this Ordinance, the provision of this Ordinance shall govern, and the Upper Merion Township Zoning Ordinance provision is hereby repealed to the extent of the inconsistency.

III. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance or on the provisions of the Upper Merion Township Zoning Ordinance.

IV. This Ordinance shall take effect five (5) days after its enactment.

ENACTED and ORDAINED this _____ day of _____, 2020.

ATTEST:

Upper Merion Township Board of Supervisors

William Jenaway, Chair

RESOLUTION NUMBER: 2021-

DP NUMBER 2020-04 (P/F)

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION FOR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
APPROVAL FOR GEN TERRA CORPORATION**

WHEREAS, Gen Terra Corporation (“Applicant”) is the equitable owner and developer of a certain tract of land located at 624 Columbus Street in Upper Merion Township, more specifically identified as Montgomery County Tax Parcel Number(s) **58-00-04024-004** and **58-00-00484-007** (the “Subject Property”);

WHEREAS, the Subject Property contains 0.415 acres and is located in the R-3 Residential District and is currently used: (1) Parcel **58-00-04024-004** – Single Family Residential, vacant; and (2) **58-00-00484-007** – Single Family Residential, vacant;

WHEREAS, Applicant proposes to consolidate two vacant lots into a single lot and subsequently subdivide the lot into four fee-simple, single-family townhomes, along with grading, utilities, erosion control, landscaping, and stormwater management improvements.

WHEREAS, Applicant has requested review and approval of the Preliminary/Final Land Development Plan prepared by Wilkinson & Associates dated April 17, 2020 and last revised December 3, 2020 (the “Preliminary/Final Land Development Plan”).

NOW, THEREFORE, BE IT RESOLVED, by the Upper Merion Township Board of Supervisors, Montgomery County, this ___ day of January, 2021, that said application for approval of the above referenced Preliminary/Final Subdivision Plan is **APPROVED WITH CONDITIONS**.

1. **Preliminary/Final Plan**: The Preliminary/Final Land Development Plan prepared by Wilkinson & Associates dated April 17, 2020 and last revised December 3, 2020 (the “Preliminary/Final Land Development Plan”)

2. **Conditions of Approval**: The Preliminary/Final Land Development Plan in the above referenced Paragraph 1 of this Resolution is hereby approved subject to Applicant complying with the following:

a) **Township Engineer Remington & Vernick Engineers’ Letter**: dated January 13, 2021;

b) **Montgomery County Planning Commission Letter**, dated September 11, 2020;

- c) **Wilkinson & Associates, Inc. Post-Construction Stormwater Management Narrative**, dated July 24, 2020; and last revised December 18, 2020;
- d) Applicant must obtain **any necessary** approvals and reviews from the Township Engineer, Township Traffic Engineer, Montgomery County Conservation District, Montgomery County Health Department, Pennsylvania DEP, PennDOT, and any necessary planning modules and any necessary permits, before the Plan is recorded.
- e) Prior to recording of the Plan, Applicant shall execute an Improvements and Financial Security Agreement on a form drafted by the Township Solicitor and post financial security to guarantee the installation of all public improvements associated with the development **as detailed in the Remington & Vernick Engineers Letter, dated January 13, 2021**. If Applicant chooses to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the bond and must approve the conditions and language of the bond. Further, the bond shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and in the event that payment is not made, that the bonding company shall be responsible for all attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve percent (12%), for so long as the bond remains unpaid. Additionally, the Bond is required to automatically renew annually until the improvements detailed on the Preliminary/Final Land Development Plan are completed and the final release is issued by the Township, subject to partial releases being permitted in accordance with § 509(j) of the MPC, and shall include a 90-Day Evergreen Clause in a form acceptable to the Township Solicitor.
- f) Prior to the recording of the Plan, Applicant will provide all necessary legal descriptions for any easements.
- g) Applicant must complete all easements and corresponding maintenance agreements and finalize locations of easement areas in forms satisfactory to the Township Solicitor prior to the recording of the Plan.
- h) All outstanding Township fees, Township Engineer's fees, and Township Solicitor's fees, and any other professional fees associated with the review and approval of the application shall be paid in full before the Plan is recorded.
- i) The Applicant shall purchase all required EDU's for the proposed buildings, calculated at this time to be 4 EDU(s) at a price of **\$34,976.00** for the Subject Property. All EDUs shall be purchased before the Preliminary/Final Land Development Plan is recorded.

- j) The Applicant shall pay a **\$8,000.00** contribution to Upper Merion Township as a fee in lieu of the dedication of the required open space in Section 145-43 of the Upper Merion Township Code prior to the issuance of the Use & Occupancy Permit.
- k) New deeds for the four (4) new lots must be approved by the Township Solicitor and thereafter recorded contemporaneously with the recording of the Plan.
- l) This Resolution shall not apply in any way to any future construction or land development on either lot.

3. **WAIVERS:** Applicant has requested the following waivers from the Township's Subdivision and Land Development Ordinance for the Plan for purposes of the minor subdivision. Unless additional waivers are obtained at such time, these items will be required during land development as applicable: **NONE**

In the event that the Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied.

RESOLVED AND APPROVED this this 18th day of February, 2021.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

Anthony Hamaday, Township Manager

William Jenaway, Chairperson

ACCEPTANCE OF CONDITIONS

I, _____, being an authorized signatory for the Applicant, do hereby acknowledge and accept this Preliminary/Final Subdivision Plan Approval issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

APPLICANT: Gen Terra Corporation

BY: _____

Name: _____

Title: _____

Date: _____

WITNESS

Date: _____

RESOLUTION NUMBER: 2021-09

SD NUMBER 2020-07 (P/F)

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION FOR LOT LINE CHANGE PLAN APPROVAL FOR 1266 & 1272
GULPH CREEK DRIVE**

WHEREAS, Joshua Solan and Jennifer Burgess (collectively, “Applicant”) are the owners of a certain tract of land located at 1272 Gulph Creek Drive, Upper Merion Township, located within the Township’s R-1 Single Family Zoning District, being Montgomery County Tax Parcel Number 58-00-08891-24-9 (the “Solan Property”) and Paul Oberreither and Susan Kay are the owners of a certain tract of land located at 1266 Gulph Creek Drive, Upper Merion Township, located within the Township’s R-1 Single Family Zoning District, being Montgomery County Tax Parcel Number 58-00-08891-22-2 (the “Oberreither Property”) (collectively, the Solan Property and Oberreither Property are referred to as “Subject Properties”).

WHEREAS, Applicant proposes a lot line change on the Subject Properties to convey a 19,563 square foot rectangular piece of ground containing a tennis court from the Oberreither Property to the Solan Property. No other improvements are proposed. Upon completion of the transfer, the Oberreither Property will occupy 101,263 square feet and the Solan Property will occupy 112,747 square feet. The existing lot line that currently separates the two parcels will be vacated.

WHEREAS, Applicant has requested review and approval of the Lot Line Change Plan prepared by Site Engineering Concepts, LLC, dated November 24, 2020 and last revised January 18, 2021, consisting of one (1) sheet.

NOW, THEREFORE, BE IT RESOLVED, by the Upper Merion Township Board of Supervisors, Montgomery County, this 18th day of February, 2021, that said application for approval of the above referenced Preliminary/Final Subdivision Plan is **APPROVED WITH CONDITIONS**.

1. **Preliminary/Final Plan**: The Lot Line Change Plan prepared by Site Engineering Concepts, LLC, dated November 24, 2020 and last revised January 18, 2021, consisting of one (1) sheet (the “Plan”).
2. **Conditions of Approval**: The Plan is hereby approved subject to the following conditions:
 - a) The Applicant must comply with and address all comments in the **Remington & Vernick Engineers Letter**, dated February 10, 2021, to the satisfaction of the Township Engineer.

- b) The Applicant must receive any and all necessary zoning approvals prior to recording the Plan.
- c) Applicant must obtain any necessary approvals and reviews from the Township Engineer, Township Traffic Engineer, Montgomery County Conservation District, Montgomery County Health Department, Pennsylvania DEP, PennDOT, and any necessary planning modules and any necessary permits, before the Plan is recorded.
- d) Prior to the recording of the Plan, Applicant will provide all necessary legal descriptions for any easements.
- e) Applicant must complete all easements and corresponding maintenance agreements and finalize locations of easement areas in forms satisfactory to the Township Solicitor prior to the recording of the Plan.
- f) All outstanding Township fees, Township Engineer's fees, and Township Solicitor's fees, and any other professional fees associated with the review and approval of the application shall be paid in full before the Plan is recorded.
- g) New deeds for the Subject Properties must be approved by the Township Solicitor and thereafter recorded contemporaneously with the recording of the Plan.
- h) This Resolution shall not apply in any way to any future construction or land development related to the Subject Properties.

3. **WAIVERS**: Applicant has requested no waivers for the Plan.

RESOLVED AND APPROVED this this 18th day of February, 2021

In the event that the Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

Anthony Hamaday, Township Manager

William Jenaway, Chairperson

ACCEPTANCE OF CONDITIONS

I, _____, do hereby acknowledge and accept this Lot Line Change Plan Approval issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

APPLICANT: Joshua Solan

Witness/Attest

Name: _____

Date: _____

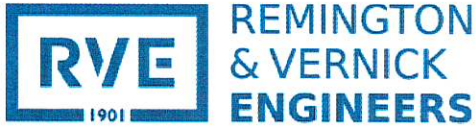
I, _____, do hereby acknowledge and accept this Lot Line Change Plan Approval issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

APPLICANT: Jennifer Burgess

Witness/Attest

Name: _____

Date: _____



922 Fayette Street
Conshohocken, PA 19428
O: (610) 940-1050
F: (610) 940-1161

February 10, 2021

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

**Attn: Robert M. Loeper, AICP
Township Planner**

**Re: 1266 & 1272 Gulph Creek Drive Lot Line Change Review – Second Review
TMP #58-00-08891-22-2 & TMP #58-00-08891-24-9
Upper Merion Township
RVE File #PMUMP207**

Dear Rob:

Remington & Vernick Engineers (RVE), on behalf of Upper Merion Township, has reviewed the following submission materials in connection with the application referenced above:

- Site Engineering Concepts, LLC Transmittal Letter, dated January 21, 2021.
- Response Letter dated January 18, 2021 as prepared by Site Engineering Concepts, LLC.
- Legal Description, Proposed Unit 12, 1266 Gulph Creek Drive as prepared by Site Engineering Concepts, LLC.
- Legal Description, Proposed Unit 13, 1272 Gulph Creek Drive as prepared by Site Engineering Concepts, LLC.
- Lot Line Change Plan (One Sheet), dated November 24, 2020 and last revised January 18, 2021 as prepared by Site Engineering Concepts, LLC.

I. GENERAL INFORMATION

Owners & Applicants: Susan Kay & Paul Oberreither
1266 Gulph Creek Drive
Wayne, PA 19087 TMP #58-00-08891-22-2

Joshua Solan & Jennifer M. Burgess
1272 Gulph Creek Drive
Wayne, PA 19087 TMP #58-00-08891-24-9
Josh.solan@gmail.com

Engineer: Site Engineering Concepts, LLC
622 Lancaster Avenue
Berwyn, PA 19312
610-240-0450
Attn: Robert M. Lambert, P.E.

Proposal: The applicant is proposing a lot line change to transfer a 19,563 square foot rectangular piece of ground containing a tennis court from Oberreither to Solan / Burgess. This review is for a lot line adjustment and the Applicant states that no improvements are proposed with this application.

II. COMMENTS

Upon review of this submission, RVE has the following comments. Any underlined comments must be addressed by the applicant prior to approval.

Zoning Compliance Summary Zone R-1 – Residential (Proposed)

| <u>Required Item</u> | <u>Required</u> | <u>1266</u> | <u>1272</u> |
|-------------------------------------|-----------------|-------------|-------------|
| Minimum Lot Area (SF) | 43,560 | 101,263 | 112,747 |
| Minimum Lot Width at SBL (FT) | 175 | 290 | 344 |
| Minimum Front Yard Setback (FT) | 50 | 92 | 30* |
| Minimum Side Yard Setback (FT) | 20 | 68 | 57 |
| Minimum Side Yard Aggregate (FT) | 50 | 117 | 181 |
| Minimum Rear Yard Setback (FT) | 40 | 78 | 130 |
| Min. Side Yard – Accessory Use (FT) | 10 | 78 | 10 |
| Min. Rear Yard – Accessory Use (FT) | 10 | 8* | 38 |
| Maximum Building Height (FT) | 35 | <35 | <35 |
| Maximum Building Coverage (%) | 15 | 5.1 | 3.4 |
| Maximum Impervious Coverage (%) | 30 | 13.5 | 18.7 |

* Existing Non-Conformity

1. Legal Descriptions should be generated for the two (2) revised lots. *Item Satisfied.*
2. The Applicant shall set pins on the two new property corners. *The Applicant states that they will comply.*
3. On the Zoning Summary Chart for 1266 Gulph Creek Drive, revise the TMP # 58-00-08891-22-2. *Item Satisfied.*
4. On the Zoning Summary Chart for 1272 Gulph Creek Drive – revise the TMP # 58-00-08891-24-9. TMP has not been revised
5. Add a scale and scale bar. *Item Satisfied.*
6. Show the building set-back lines. *Item Satisfied.*
7. Label the ‘Z’ lines as lot lines to be vacated. *Item Satisfied.*
8. Revise the road label from road to drive. *Item Satisfied.*
9. On the 1266 Lot, add the existing geometry/bearings and distances for the existing conditions and the proposed condition. *Item Satisfied.*
10. Label the tennis court as existing. *Item Satisfied.*
11. Show the tennis court side yard dimension of 10 feet. *Item Satisfied.*

12. On the Zoning Summary Charts, verify the lot width at the building set-back line for both lots. Both lots say 344 feet while our office has 290 +/- feet for Lot 1266. *Item Satisfied.*
13. Label all of the plan lot setbacks.
14. Revise both legal descriptions per the attached mark-ups.

RVE's recommendation for approval is contingent upon the applicant satisfactorily addressing each underlined comment and submitting revised plans and other materials. In conjunction with any resubmission, the applicant must provide a response letter using the same numbering system and explaining how each underlined comment has been satisfactorily addressed.

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

Very truly yours,
Remington & Vernick Engineers



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

cc: Anthony Hamaday, Township Manager
Susan Kay & Paul Oberreither, Owner / Applicant
Joshua Solan & Jennifer M. Burgess, Owner / Applicant
Robert M. Lambert, P.E., Site Engineering Concepts, LLC
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
James R. Watson, P.E., P.L.S.

GULPH CREEK ROAD

$L=22.35'$
 $R=163.00'$
 $CH=N22^{\circ}18'13"E$
 $Lc=22.33'$

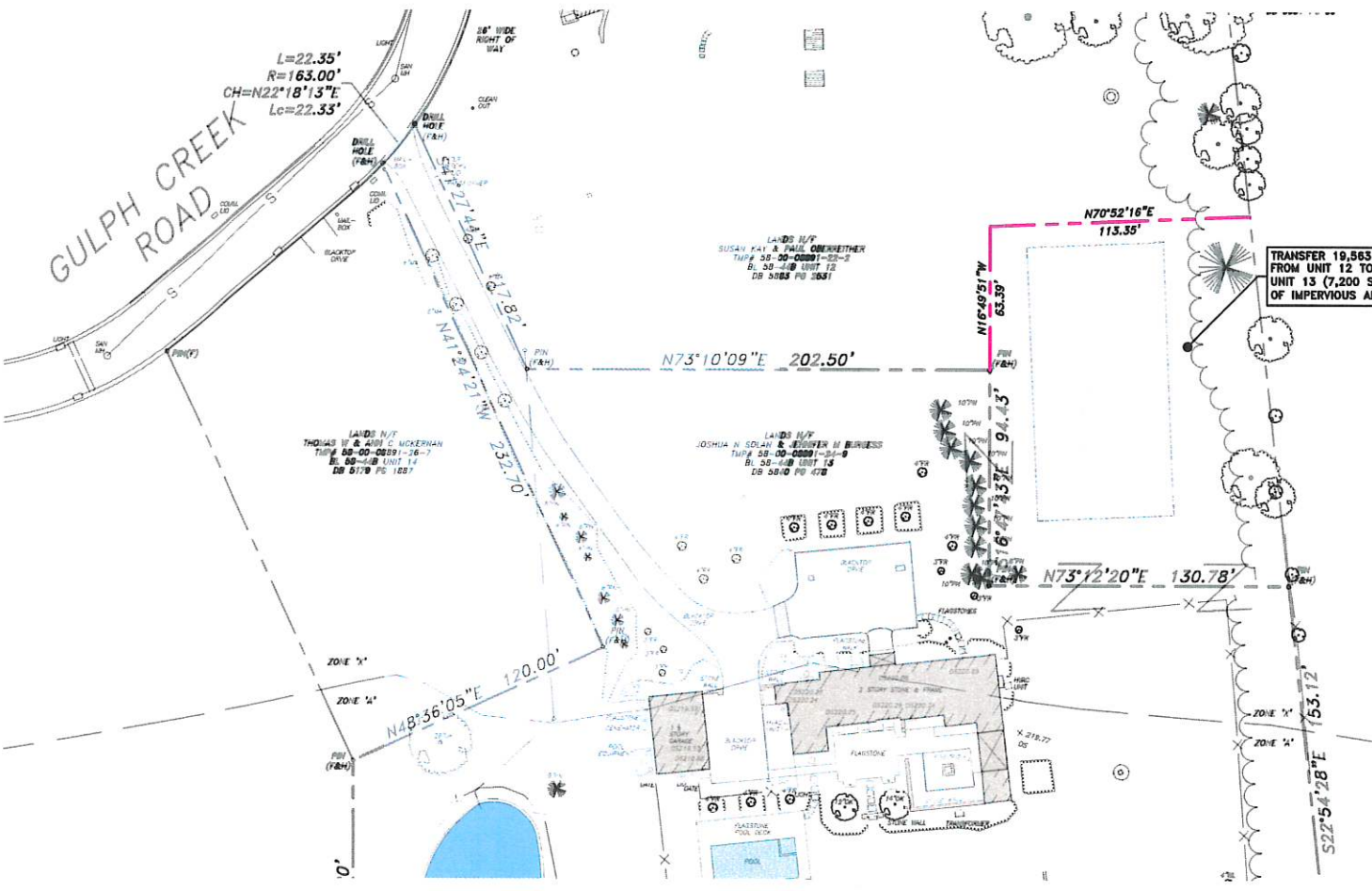
LANDS N/T
THOMAS W & ANNE C HICKERMAN
TRIP# 58-00-0089-16-7
BL 58-148 UNIT 14
DB 5178 PG 1587

LANDS N/T
SUSAN FAY & PAUL OBERHEITZER
TRIP# 58-00-0089-18-2
BL 58-148 UNIT 12
DB 5085 PG 1587

LANDS N/T
JOSHUA N SOLAN & JOSEPH M BURGESS
TRIP# 58-00-0089-18-8
BL 58-148 UNIT 13
DB 5086 PG 1587

LANDS N/T
DEBBIE HOLEWICK ASSN
TRIP# 58-00-0910-00-4
BL 58-148 UNIT 06
DB 5081 PG 50

TRANSFER 19,563 SF
FROM UNIT 12 TO
UNIT 13 (7,200 SF
OF IMPERVIOUS AREA)



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

| | | |
|--|---|---------------------------------|
| UPPER MERION AREA SCHOOL DISTRICT | : | IN THE COURT OF COMMON PLEAS |
| | : | OF MONTGOMERY COUNTY, PA |
| v. | : | |
| MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS and SSN RUCHI HOTELS LAND DEVELOPMENT LLC, et al. | : | CIVIL ACTION – LAW |
| | : | |
| | : | NO. 2012-25228 |
| | : | |
| | : | Tax Parcel No. 58-00-13348-50-8 |
| | : | |

| | | |
|--|---|------------------------------|
| SSN RUCHI HOTELS LAND DEVELOPMENT LLC | : | IN THE COURT OF COMMON PLEAS |
| | : | OF MONTGOMERY COUNTY, PA |
| v. | : | |
| MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS and UPPER MERION AREA SCHOOL DISTRICT, et al. | : | CIVIL ACTION – LAW |
| | : | |
| | : | NO. 2012-25753 |
| | : | |

ORDER

AND, NOW, this day of , 2020, 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 upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as “Settled, Discontinued and Ended”.

BY THE COURT:

J.

FOX ROTHSCHILD LLP

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

ATTORNEYS FOR UPPER
MERION AREA SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
: **v.** :
MONTGOMERY COUNTY BOARD : CIVIL ACTION – LAW
OF ASSESSMENT APPEALS and :
SSN RUCHI HOTELS LAND : NO. 2012-25228
DEVELOPMENT LLC, et al. :
: Tax Parcel No. 58-00-13348-50-8
:
:

SSN RUCHI HOTELS LAND : IN THE COURT OF COMMON PLEAS
DEVELOPMENT LLC ; OF MONTGOMERY COUNTY, PA
: **v.** :
MONTGOMERY COUNTY BOARD : CIVIL ACTION – LAW
OF ASSESSMENT APPEALS and :
UPPER MERION AREA : NO. 2012-25753
SCHOOL DISTRICT, et al. :
:
:

STIPULATION TO SETTLE

WHEREAS, SSN RUCHI Hotels Land Development LLC is the owner of the property located at **875 Mancill Mill Road** in King of Prussia, Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel Number **58-00-13348-50-8** (hereinafter the “Subject Property”); and

WHEREAS, in 2012, the Upper Merion Area School District appealed the assessment of the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on August 30, 2012, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in Assessment, effective March 1, 2012 for County, Township and School District tax purposes; and

WHEREAS, on September 20, 2012, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property effective March 1, 2012; said appeal being filed at Docket No. 2012-25228; and

WHEREAS, on September 26, 2012, SSN RUCHI Hotels Land Development LLC filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking a reduction in the assessment of the property effective March 1, 2012; said appeal being filed at Docket No. 2012-25753; and

WHEREAS, the Montgomery County Board of Assessment Appeals, Upper Merion Township, and Montgomery County entered an appearance and intervened as parties in the tax assessment appeals; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve the tax assessment appeals; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective March 1, 2012 for County, Township and School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
2. Effective January 1, 2013 for County and Township tax purposes, and July 1, 2013 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
3. Effective January 1, 2014 for County and Township tax purposes, and July 1, 2014 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
4. Effective January 1, 2015 for County and Township tax purposes, and July 1, 2015 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
5. Effective January 1, 2016 for County and Township tax purposes, and July 1, 2016 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
6. Effective January 1, 2017 for County and Township tax purposes, and July 1, 2017 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
7. Effective January 1, 2018 for County and Township tax purposes, and July 1, 2018 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
8. Effective January 1, 2019 for County and Township tax purposes, and July 1, 2019 for School District tax purposes, the assessment on the Subject Property shall remain at **8,189,340**.
9. Effective January 1, 2020 for County and Township tax purposes, and July 1, 2020 for School District tax purposes, the assessment on the Subject Property shall be reduced from **8,189,340 to 6,551,472**.
10. Effective January 1, 2021 for County and Township tax purposes, and July 1, 2021 for School District tax purposes, the assessment on the Subject Property shall be reduced from **8,189,340 to 4,455,500**.

11. The assessment on the Subject Property shall remain at **4,455,500** until there is a subsequent successful tax assessment appeal, a County-wide reassessment, or any other circumstance that permits a change to the assessment by applicable law.

12. As a result of the adjustment in the assessment for the property, there has been an overpayment in taxes to Montgomery County for the 2020 tax year, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2020 | 8,189,340 | 6,551,472 | 1,637,868 | 3.459 | \$5,665.39 |

13. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$5,665.39**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to “SSN/RUCHI Hotels Land Development LLC” and mailed to 1119 S. College Avenue, Newark, DE 19713.

14. As a result of the adjustment in the assessment for the property, there has been an overpayment in the taxes allocated to the Montgomery County Community College for tax year 2020, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2020 | 8,189,340 | 6,551,472 | 1,637,868 | 0.39 | \$638.77 |

15. 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 **\$638.77**, unless Taxpayer paid its taxes within the discount period, then two percent shall be

deducted from the amount of the overpayment. Said refund shall be made payable to “SSN/RUCHI Hotels Land Development LLC” and mailed to 1119 S. College Avenue, Newark, DE 19713.

16. As a result of the adjustment in the assessment for the property there has been an overpayment in taxes to Upper Merion Township from tax year 2020, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2020 | 8,189,340 | 6,551,472 | 1,637,868 | 2.79 | \$4,569.65 |

17. Upon the Court’s approval of the Stipulation to Settle, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$4,569.65**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to “SSN/RUCHI Hotels Land Development LLC” and mailed to 1119 S. College Avenue, Newark, DE 19713.

18. As a result of the adjustment in the assessment for the property, there has been an overpayment in taxes to the Upper Merion Area School District for the 2020/2021 tax year, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|-------------|
| 2020/2021 | 8,189,340 | 6,551,472 | 1,637,868 | 20.76 | \$34,002.14 |

19. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$34,002.14**, unless Taxpayer paid its taxes within the discount period,

then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to “SSN/RUCHI Hotels Land Development LLC” and mailed to 1119 S. College Avenue, Newark, DE 19713.

20. The calculations of the overpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District. 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.

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

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

23. 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

David A. Schneider, Esquire
Attorney for Taxpayer,
SSN/RUCHI Hotels Land Development LLC

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday, Township Manager
For Upper Merion Township

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

| | | |
|--|---|--|
| UPPER MERION AREA SCHOOL DISTRICT | : | IN THE COURT OF COMMON PLEAS |
| v. | : | OF MONTGOMERY COUNTY, PA |
| | : | CIVIL ACTION - LAW |
| | : | |
| THE MONTGOMERY COUNTY | : | NO. 2017-26882 |
| BOARD OF ASSESSMENT APPEALS and | : | |
| ALISUE LLC and ANEFF LLC, et al. | : | Tax Parcel No. 58-00-06832-00-4 |

ORDER

AND, NOW, this day of , 2020, 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 upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as “Settled, Discontinued and Ended”.

BY THE COURT:

J.

FOX ROTHSCHILD LLP

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

ATTORNEYS FOR UPPER
MERION AREA SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT

v.

**THE MONTGOMERY COUNTY
BOARD OF ASSESSMENT APPEALS and
ALISUE LLC & ANEFF LLC, et al.**

:
: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 2017-26882
:
: Tax Parcel No. 58-00-06832-00-4

STIPULATION TO SETTLE

WHEREAS, ALISUE LLC & ANEFF LLC (hereinafter the “Taxpayer”) are the owners of the property located at **1000 First Avenue** in King of Prussia, Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel Number **58-00-06832-00-4** (hereinafter the “Subject Property”); and

WHEREAS, in 2017, the Upper Merion Area School District appealed the assessment of the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on October 20, 2017, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in Assessment, effective January 1, 2018 for County and Township tax purposes and July 1, 2018 for School District tax purposes; and

WHEREAS, on November 14, 2017, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property for the 2018 tax year; said appeal being filed at Docket No. 2017-26882; and

WHEREAS, the Montgomery County Board of Assessment Appeals, Upper Merion Township, and Montgomery County entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this tax assessment appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2018 for County and Township tax purposes, and July 1, 2018 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000.**

2. Effective January 1, 2019 for County and Township tax purposes, and July 1, 2019 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 5,954,000.**

3. Effective January 1, 2020 for County and Township tax purposes, and July 1, 2020 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 6,454,000.**

4. The assessment on the Subject Property shall remain at **6,454,000** until there is a subsequent successful tax assessment appeal, a County-wide reassessment, or any other circumstance that permits a change to the assessment by applicable law.

5. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for the 2019 and 2020 tax years in the amount of **\$5,188.50**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 3.459 | \$1,729.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 3.459 | \$3,459.00 |

6. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$5,188.50** which represents the underpayment of taxes to Montgomery County for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

ALISUE LLC & ANEFF LLC
 c/o Tax Administration
 555 E. Lancaster Avenue, Suite 100
 Radnor, PA 19087

7. As a result of the adjustment in the assessment for the property there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020 in the amount of **\$585.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 0.39 | \$195.00 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 0.39 | \$390.00 |

8. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount **\$585.00** which represents the underpayment of the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

ALISUE LLC & ANEFF LLC
c/o Tax Administration
555 E. Lancaster Avenue, Suite 100
Radnor, PA 19087

9. As a result of the adjustment in the assessment for the property there has been an underpayment in taxes to Upper Merion Township from tax years 2019 and 2020 in the amount of **\$3,869.50** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 2.159 | \$1,079.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 2.79 | \$2,790.00 |

10. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **\$3,869.50** which represents the underpayment of taxes to Upper Merion Township for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the

underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

ALISUE LLC & ANEFF LLC
c/o Tax Administration
555 E. Lancaster Avenue, Suite 100
Radnor, PA 19087

11. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District for the 2019/2020 and 2020/2021 tax years in the amount of **\$30,930.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2019/2020 | 5,454,000 | 5,954,000 | 500,000 | 20.34 | \$ 10,170.00 |
| 2020/2021 | 5,454,000 | 6,454,000 | 1,000,000 | 20.76 | \$ 20,760.00 |

12. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **\$30,930.00** which represents the underpayment of taxes to the Upper Merion Area School District from the 2019/2020 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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c/o Tax Administration
555 E. Lancaster Avenue, Suite 100
Radnor, PA 19087

13. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

15. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

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



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



David A. Schneider, Esquire
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Samantha A. Magee, Esquire
Attorney for Montgomery County
Board of Assessment Appeals

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday, Township Manager
For Upper Merion Township

FOX ROTHSCHILD LLP

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

ATTORNEYS FOR UPPER
MERION AREA SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT

v.

**THE MONTGOMERY COUNTY
BOARD OF ASSESSMENT APPEALS and
ALISUE LLC & ANEFF LLC, et al.**

:
: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 2016-27457
:
: Tax Parcel No. 58-00-06832-10-3

STIPULATION TO SETTLE

WHEREAS, ALISUE LLC & ANEFF LLC (hereinafter the “Taxpayer”) are the owners of the property located at **1020 First Avenue** in King of Prussia, Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel Number **58-00-06832-10-3** (hereinafter the “Subject Property”); and

WHEREAS, in 2016, the Upper Merion Area School District appealed the assessment of the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on October 17, 2016, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in Assessment, effective January 1, 2017 for County and Township tax purposes and July 1, 2017 for School District tax purposes; and

WHEREAS, on November 16, 2016, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property for the 2017 tax year; said appeal being filed at Docket No. 2016-27457; and

WHEREAS, the Montgomery County Board of Assessment Appeals, Upper Merion Township, and Montgomery County entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, Brandywine Operating Partnership LP also intervened as a party in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this tax assessment appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2017 for County and Township tax purposes, and July 1, 2017 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000**.

2. Effective January 1, 2018 for County and Township tax purposes, and July 1, 2018 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000**.

3. Effective January 1, 2019 for County and Township tax purposes, and July 1, 2019 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 5,954,000**.

4. Effective January 1, 2020 for County and Township tax purposes, and July 1, 2020 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 6,454,000**.

5. The assessment on the Subject Property shall remain at **6,454,000** until there is a subsequent successful tax assessment appeal, a County-wide reassessment, or any other circumstance that permits a change to the assessment by applicable law.

6. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for the 2019 and 2020 tax years in the amount of **\$5,188.50**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 3.459 | \$1,729.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 3.459 | \$3,459.00 |

7. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$5,188.50** which represents the underpayment of taxes to Montgomery County for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the

underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

ALISUE LLC & ANEFF LLC
c/o Tax Administration
555 E. Lancaster Avenue, Suite 100
Radnor, PA 19087

8. As a result of the adjustment in the assessment for the property there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020 in the amount of **\$585.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 0.39 | \$195.00 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 0.39 | \$390.00 |

9. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount **\$585.00** which represents the underpayment of the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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10. As a result of the adjustment in the assessment for the property there has been an underpayment in taxes to Upper Merion Township from tax years 2019 and 2020 in the amount of **\$3,869.50** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 2.159 | \$1,079.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 2.79 | \$2,790.00 |

11. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **\$3,869.50** which represents the underpayment of taxes to Upper Merion Township for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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12. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District for the 2019/2020 and 2020/2021 tax years in the amount of **\$30,930.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2019/2020 | 5,454,000 | 5,954,000 | 500,000 | 20.34 | \$ 10,170.00 |
| 2020/2021 | 5,454,000 | 6,454,000 | 1,000,000 | 20.76 | \$ 20,760.00 |

13. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **\$30,930.00** which represents the underpayment of taxes to the Upper Merion Area School District from the 2019/2020 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The

tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

ALISUE LLC & ANEFF LLC
c/o Tax Administration
555 E. Lancaster Avenue, Suite 100
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14. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

16. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

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



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Attorney for Upper Merion Area
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Board of Assessment Appeals

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P.O. BOX 3001
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ATTORNEYS FOR UPPER
MERION AREA SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT

v.

**THE MONTGOMERY COUNTY
BOARD OF ASSESSMENT APPEALS and
ALISUE LLC & ANEFF LLC, et al.**

:
: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 2016-27461
:
: Tax Parcel No. 58-00-06832-20-2

STIPULATION TO SETTLE

WHEREAS, ALISUE LLC & ANEFF LLC (hereinafter the “Taxpayer”) are the owners of the property located at **1040 First Avenue** in King of Prussia, Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel Number **58-00-06832-20-2** (hereinafter the “Subject Property”); and

WHEREAS, in 2016, the Upper Merion Area School District appealed the assessment of the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on October 17, 2016, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in Assessment, effective January 1, 2017 for County and Township tax purposes and July 1, 2017 for School District tax purposes; and

WHEREAS, on November 16, 2016, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property for the 2017 tax year; said appeal being filed at Docket No. 2016-27461; and

WHEREAS, the Montgomery County Board of Assessment Appeals, Upper Merion Township, and Montgomery County entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, Brandywine Operating Partnership LP also intervened as a party in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this tax assessment appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2017 for County and Township tax purposes, and July 1, 2017 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000.**

2. Effective January 1, 2018 for County and Township tax purposes, and July 1, 2018 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000**.

3. Effective January 1, 2019 for County and Township tax purposes, and July 1, 2019 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 5,954,000**.

4. Effective January 1, 2020 for County and Township tax purposes, and July 1, 2020 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 6,454,000**.

5. The assessment on the Subject Property shall remain at **6,454,000** until there is a subsequent successful tax assessment appeal, a County-wide reassessment, or any other circumstance that permits a change to the assessment by applicable law.

6. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for the 2019 and 2020 tax years in the amount of **\$5,188.50**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 3.459 | \$1,729.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 3.459 | \$3,459.00 |

7. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$5,188.50** which represents the underpayment of taxes to Montgomery County for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the

underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

ALISUE LLC & ANEFF LLC
c/o Tax Administration
555 E. Lancaster Avenue, Suite 100
Radnor, PA 19087

8. As a result of the adjustment in the assessment for the property there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020 in the amount of **\$585.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 0.39 | \$195.00 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 0.39 | \$390.00 |

9. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount **\$585.00** which represents the underpayment of the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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10. As a result of the adjustment in the assessment for the property there has been an underpayment in taxes to Upper Merion Township from tax years 2019 and 2020 in the amount of **\$3,869.50** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 2.159 | \$1,079.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 2.79 | \$2,790.00 |

11. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **\$3,869.50** which represents the underpayment of taxes to Upper Merion Township for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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12. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District for the 2019/2020 and 2020/2021 tax years in the amount of **\$30,930.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2019/2020 | 5,454,000 | 5,954,000 | 500,000 | 20.34 | \$ 10,170.00 |
| 2020/2021 | 5,454,000 | 6,454,000 | 1,000,000 | 20.76 | \$ 20,760.00 |

13. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **\$30,930.00** which represents the underpayment of taxes to the Upper Merion Area School District from the 2019/2020 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The

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14. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

16. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

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ATTORNEYS FOR UPPER
MERION AREA SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT

v.

**THE MONTGOMERY COUNTY
BOARD OF ASSESSMENT APPEALS and
ALISUE LLC & ANEFF LLC, et al.**

:
: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 2016-27456
:
: Tax Parcel No. 58-00-06832-30-1

STIPULATION TO SETTLE

WHEREAS, ALISUE LLC & ANEFF LLC (hereinafter the “Taxpayer”) are the owners of the property located at **1060 First Avenue** in King of Prussia, Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as Tax Parcel Number **58-00-06832-30-1** (hereinafter the “Subject Property”); and

WHEREAS, in 2016, the Upper Merion Area School District appealed the assessment of the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on October 17, 2016, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in Assessment, effective January 1, 2017 for County and Township tax purposes and July 1, 2017 for School District tax purposes; and

WHEREAS, on November 16, 2016, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property for the 2017 tax year; said appeal being filed at Docket No. 2016-27456; and

WHEREAS, the Montgomery County Board of Assessment Appeals, Upper Merion Township, and Montgomery County entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, Brandywine Operating Partnership LP also intervened as a party in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this tax assessment appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2017 for County and Township tax purposes, and July 1, 2017 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000**.

2. Effective January 1, 2018 for County and Township tax purposes, and July 1, 2018 for School District tax purposes, the assessment on the Subject Property shall remain at **5,454,000**.

3. Effective January 1, 2019 for County and Township tax purposes, and July 1, 2019 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 5,954,000**.

4. Effective January 1, 2020 for County and Township tax purposes, and July 1, 2020 for School District tax purposes, the assessment on the Subject Property shall increase from **5,454,000 to 6,454,000**.

5. The assessment on the Subject Property shall remain at **6,454,000** until there is a subsequent successful tax assessment appeal, a County-wide reassessment, or any other circumstance that permits a change to the assessment by applicable law.

6. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for the 2019 and 2020 tax years in the amount of **\$5,188.50**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 3.459 | \$1,729.50 |
| 2020 | 5,454,000 | 6,454,000 | 1,000,000 | 3.459 | \$3,459.00 |

7. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$5,188.50** which represents the underpayment of taxes to Montgomery County for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the

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8. As a result of the adjustment in the assessment for the property there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020 in the amount of **\$585.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 0.39 | \$195.00 |
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9. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount **\$585.00** which represents the underpayment of the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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10. As a result of the adjustment in the assessment for the property there has been an underpayment in taxes to Upper Merion Township from tax years 2019 and 2020 in the amount of **\$3,869.50** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 5,454,000 | 5,954,000 | 500,000 | 2.159 | \$1,079.50 |
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11. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **\$3,869.50** which represents the underpayment of taxes to Upper Merion Township for tax years 2019 and 2020. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of ALISUE LLC & ANEFF LLC and mailed to the following address:

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12. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District for the 2019/2020 and 2020/2021 tax years in the amount of **\$30,930.00** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2019/2020 | 5,454,000 | 5,954,000 | 500,000 | 20.34 | \$ 10,170.00 |
| 2020/2021 | 5,454,000 | 6,454,000 | 1,000,000 | 20.76 | \$ 20,760.00 |

13. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **\$30,930.00** which represents the underpayment of taxes to the Upper Merion Area School District from the 2019/2020 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, flat and penalty periods within which to pay the underpayment due and owing. The

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555 E. Lancaster Avenue, Suite 100
Radnor, PA 19087

14. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

16. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

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



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



David A. Schneider, Esquire
Attorney for Taxpayers

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday, Township Manager
For Upper Merion Township

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

DUCE PARK LP

v.

**THE MONTGOMERY COUNTY
BOARD OF ASSESSMENT APPEALS
and THE UPPER MERION AREA
SCHOOL DISTRICT**

: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
: CIVIL ACTION - LAW
:
: NO. 2018-22973
:
: TAX PARCEL NO. 58-00-14386-50-5
:

ORDER

AND, NOW, this day of , 2021, 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
TEN SENTRY PARKWAY, SUITE 200
P.O. BOX 3001
BLUE BELL, PA 19422
(610) 397-6500

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

DUCE PARK LP

v.

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

: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 2018-22973
:
: TAX PARCEL NO. 58-00-14386-50-5
:

STIPULATION TO SETTLE

WHEREAS, Duce Park LP, is the owner of the property located at **631 Park Avenue** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-14386-50-5** (hereinafter the “Subject Property”); and

WHEREAS, in 2018, Taxpayer appealed the assessment on the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on August 29, 2018, the Board of Assessment Appeals issued a Notice of No Change in Assessment on the Subject Property and confirmed the assessment of **3,668,100**, effective January 1, 2019 for County and Township tax purposes and July 1, 2019 for the School District tax purposes; and

WHEREAS, Taxpayer appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about September 26, 2018; said appeal being filed at Docket No. 2018-22973; 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, 2019 for Township and County tax purposes and effective July 1, 2019 for School tax purposes, the assessment on the Subject Property shall be reduced from **3,668,100 to 1,450,650**.

2. Effective January 1, 2020 for Township and County tax purposes and effective July 1, 2020 for School tax purposes, the assessment on the Subject Property shall be reduced from **3,668,100 to 1,450,650**.

3. Effective January 1, 2021 for Township and County tax purposes and effective July 1, 2021 for School tax purposes, the assessment on the Subject Property shall be reduced from **3,668,100 to 1,450,650**.

4. The assessment shall remain at **1,450,650** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

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

6. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Montgomery County taxes at the face amount, then Taxpayer is entitled to a refund, without interest, from Montgomery County in the amount of **\$15,340.32** for tax years 2019 and 2020 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2019 | 3,668,100 | 1,450,650 | 2,217,450 | 3.459 | \$7,670.16 |
| 2020 | 3,668,100 | 1,450,650 | 2,217,450 | 3.459 | \$7,670.16 |

7. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$15,340.32**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Duce Park LP and mailed to the following address:

Duce Park LP
2000 Art School Road
Chester Springs, PA 19425

8. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Montgomery County taxes at the face amount, then Taxpayer is entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College in the amount of **\$1,729.62** for tax years 2019 and 2020 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2019 | 3,668,100 | 1,450,650 | 2,217,450 | 0.39 | \$864.81 |
| 2020 | 3,668,100 | 1,450,650 | 2,217,450 | 0.39 | \$864.81 |

9. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for Montgomery County shall issue to Taxpayer a refund, without interest, in the amount of **\$1,729.62**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Duce Park LP and mailed to the following address:

Duce Park LP
2000 Art School Road
Chester Springs, PA 19425

10. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Upper Merion Township taxes at the face amount, then Taxpayer is entitled to a refund, without interest, from Upper Merion Township in the amount of **\$10,974.16** for tax years 2019 and 2020 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2019 | 3,668,100 | 1,450,650 | 2,217,450 | 2.159 | \$4,787.47 |
| 2020 | 3,668,100 | 1,450,650 | 2,217,450 | 2.79 | \$6,186.69 |

11. Upon the Court's approval of the Stipulation to Settle, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$10,974.16** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Duce Park LP and mailed to the following address:

Duce Park LP
2000 Art School Road
Chester Springs, PA 19425

12. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Upper Merion Area School District taxes at the face amount, then

Taxpayer is entitled to a refund, without interest, from the Upper Merion Area School District in the amount of **\$91,137.19** for tax year 2019/2020 and 2020/2021 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|-------------|
| 2019/2020 | 3,668,100 | 1,450,650 | 2,217,450 | 20.34 | \$45,102.93 |
| 2020/2021 | 3,668,100 | 1,450,650 | 2,217,450 | 20.76 | \$46,034.26 |

13. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$91,137.19** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to Duce Park LP and mailed to the following address:

Duce Park LP
 2000 Art School Road
 Chester Springs, PA 19425

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

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

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

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

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

Elizabeth E. Gavin, Esquire
Attorney for Taxpayer

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday, Township Manager
For Upper Merion Township

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

| | | |
|------------------------------------|---|---------------------------------|
| ASP REALTY, INC., a/k/a | : | IN THE COURT OF COMMON PLEAS |
| APS REALTY, INC. | : | OF MONTGOMERY COUNTY, PA |
| | : | |
| v. | : | CIVIL ACTION - LAW |
| | : | |
| THE MONTGOMERY COUNTY | : | NO. 2012-29728 |
| BOARD OF ASSESSMENT APPEALS | : | |
| and THE UPPER MERION AREA | : | TAX PARCEL NO. 58-00-06112-00-4 |
| SCHOOL DISTRICT and | : | |
| 320 DEKALB PARTNERS LLC | : | |

ORDER

AND, NOW, this day of , 2021, 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
TEN SENTRY PARKWAY, SUITE 200
P.O. BOX 3001
BLUE BELL, PA 19422
(610) 397-6500

ATTORNEYS FOR UPPER MERION
AREA SCHOOL DISTRICT

| | | |
|------------------------------------|---|------------------------------|
| ASP REALTY, INC., a/k/a | : | IN THE COURT OF COMMON PLEAS |
| APS REALTY, INC. | : | OF MONTGOMERY COUNTY, PA |
| | : | |
| v. | : | CIVIL ACTION - LAW |
| | : | |
| THE MONTGOMERY COUNTY | : | NO. 2012-29728 |
| BOARD OF ASSESSMENT APPEALS | : | |
| and THE UPPER MERION AREA | : | PARCEL NO. 58-00-06112-00-4 |
| SCHOOL DISTRICT and | : | |
| 320 DEKALB PARTNERS LLC | : | |

STIPULATION TO SETTLE

WHEREAS, ASP Realty, Inc., a/k/a APS Realty Inc., was the owner of the property located at **304 W. DeKalb Pike** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-06112-00-4** (hereinafter the “Subject Property”); and

WHEREAS, 320 DeKalb Partners LLC, acquired the Subject Property from ASP Realty, Inc. on December 11, 2018, and is the current owner of the Subject Property; and

WHEREAS, in 2012, ASP Realty, Inc., appealed the assessment on the Subject Property to the Montgomery County Board of Assessment Appeals; and

WHEREAS, on November 1, 2012, the Board of Assessment Appeals issued a Notice of No Change in Assessment on the Subject Property and confirmed the assessment of **7,000,000,**

effective January 1, 2013 for County and Township tax purposes and July 1, 2013 for the School District tax purposes; and

WHEREAS, ASP Realty, Inc. appealed the decision of the Board of Assessment Appeals to the Montgomery County Court of Common Pleas on or about November 21, 2012; said appeal being filed at Docket No. 2012-29728; and

WHEREAS, ASP Realty, Inc. sold the Subject Property to 320 DeKalb Partners LLC on December 11, 2018, and 320 DeKalb Partners LLC intervened in the tax assessment appeal pending with the Court at Docket No. 2012-29728 ; 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, 2013 for Township and County tax purposes and effective July 1, 2013 for School tax purposes, the assessment on the Subject Property shall remain at the current assessment of **7,000,000**.

2. Effective January 1, 2014 for Township and County tax purposes and effective July 1, 2014 for School tax purposes, the assessment on the Subject Property shall remain at the current assessment of **7,000,000**.

3. Effective January 1, 2015 for Township and County tax purposes and effective July 1, 2015 for School tax purposes, the assessment on the Subject Property shall remain at the current assessment of **7,000,000**.

4. Effective January 1, 2016 for Township and County tax purposes and effective

July 1, 2016 for School tax purposes, the assessment on the Subject Property shall remain at the current assessment of **7,000,000**.

5. Effective January 1, 2017 for Township and County tax purposes and effective July 1, 2017 for School tax purposes, the assessment on the Subject Property shall remain at the current assessment of **7,000,000**.

6. Effective January 1, 2018 for Township and County tax purposes and effective July 1, 2018 for School tax purposes, the assessment on the Subject Property shall remain at the current assessment of **7,000,000**.

7. Effective January 1, 2019 for Township and County tax purposes and effective July 1, 2019 for School tax purposes, the assessment on the Subject Property shall be reduced from **7,000,000 to 6,250,000**.

8. Effective January 1, 2020 for Township and County tax purposes and effective July 1, 2020 for School tax purposes, the assessment on the Subject Property shall be reduced from **7,000,000 to 6,500,000**.

9. Effective January 1, 2021 for Township and County tax purposes and effective July 1, 2021 for School tax purposes, the assessment on the Subject Property shall be reduced from **7,000,000 to 6,500,000**.

10. The assessment shall remain at **6,500,000** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, a change in the Subject Property, or any other change that permits a change in the assessment by applicable law.

11. 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.

12. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Montgomery County taxes at the face amount, then Taxpayer is entitled to a refund, without interest, from Montgomery County in the amount of **\$4,323.75** for tax years 2019 and 2020 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2019 | 7,000,000 | 6,250,000 | 750,000 | 3.459 | \$2,594.25 |
| 2020 | 7,000,000 | 6,500,000 | 500,000 | 3.459 | \$1,729.50 |

13. 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 **\$4,323.75**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “320 DeKalb Partners LLC” and mailed to the following address:

320 DeKalb Partners LLC
c/o Christopher Peifer, Esquire
KAO Law Associates
17 Front Street
Media, PA 19063

14. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Montgomery County taxes at the face amount, then Taxpayer is entitled to a refund, without interest, for the taxes allocated to the Montgomery County Community College in the amount of **\$487.50** for tax years 2019 and 2020 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2019 | 7,000,000 | 6,250,000 | 750,000 | 0.39 | \$292.50 |
| 2020 | 7,000,000 | 6,500,000 | 500,000 | 0.39 | \$195.00 |

15. 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 **\$487.50**, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “320 DeKalb Partners LLC” and mailed to the following address:

320 DeKalb Partners LLC
 c/o Christopher Peifer, Esquire
 KAO Law Associates
 17 Front Street
 Media, PA 19063

16. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Upper Merion Township taxes at the face amount, then Taxpayer is entitled to a refund, without interest, from Upper Merion Township in the amount of **\$3,014.25** for tax years 2019 and 2020 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------|--------------------|----------------|------------|----------|-------------|
| 2019 | 7,000,000 | 6,250,000 | 750,000 | 2.159 | \$1,619.25 |
| 2020 | 7,000,000 | 6,500,000 | 500,000 | 2.79 | \$1,395.00 |

17. Upon the Court’s approval of the Stipulation to Settle, the business manager or tax collector for Upper Merion Township shall issue to Taxpayer a refund, without interest, in the amount of **\$3,014.25** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “320 DeKalb Partners LLC” and mailed to the following address:

320 DeKalb Partners LLC
 c/o Christopher Peifer, Esquire
 KAO Law Associates
 17 Front Street
 Media, PA 19063

18. As a result of the adjustments to the assessment on the Subject Property, if Taxpayer paid all of the Upper Merion Area School District taxes at the face amount, then Taxpayer is entitled to a refund, without interest, from the Upper Merion Area School District in the amount of **\$25,635.00** for tax year 2019/2020 and 2020/2021 which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|-------------|
| 2019/2020 | 7,000,000 | 6,250,000 | 750,000 | 20.34 | \$15,255.00 |
| 2020/2021 | 7,000,000 | 6,500,000 | 500,000 | 20.76 | \$10,380.00 |

19. Upon approval of the Stipulation to Settle by the Court, the tax collector and/or treasurer for the Upper Merion Area School District, shall issue to the Taxpayer a refund, without interest, in the amount of **\$25,635.00** unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be payable to “320 DeKalb Partners LLC” and mailed to the following address:

320 DeKalb Partners LLC
c/o Christopher Peifer, Esquire
KAO Law Associates
17 Front Street
Media, PA 19063

20. 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.

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

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

23. 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

Andy Hood, Esquire
Attorney for ASP Realty, Inc.
a/k/a APS Realty, Inc.

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

Brian O. Phillips, Esquire
Attorney for Montgomery County

Anthony Hamaday, Township Manager
For Upper Merion Township

Christopher H. Peifer, Esquire
Attorney for 320 DeKalb Partners LLC

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

| | | |
|--|---|---------------------------------|
| UPPER MERION AREA SCHOOL DISTRICT | : | IN THE COURT OF COMMON PLEAS |
| | : | OF MONTGOMERY COUNTY, PA |
| | : | |
| v. | : | CIVIL ACTION – LAW |
| | : | |
| THE BOARD OF ASSESSMENT APPEALS | : | NO. 2017-26879 |
| OF MONTGOMERY COUNTY and | : | |
| BARUCH TRIAD LLC & BARUCH | : | TAX PARCEL No. 58-00-02694-00-2 |
| TRIAD II LLC, et al. | : | |

ORDER

AND, NOW, this day of , 2020, 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 upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as “Settled, Discontinued and Ended”.

BY THE COURT:

J.

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

ATTORNEYS FOR
UPPER MERION AREA
SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
v. : CIVIL ACTION – LAW
:
THE BOARD OF ASSESSMENT APPEALS : NO. 2017-26879
OF MONTGOMERY COUNTY and :
BARUCH TRIAD LLC & BARUCH : TAX PARCEL No. 58-00-02694-00-2
TRIAD II LLC, et al. :

STIPULATION TO SETTLE

WHEREAS, Baruch Triad LLC & Baruch Triad II LLC (hereinafter referred to as “Taxpayers”) are the record owners of the property located at **2200 Renaissance Boulevard**, in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel Number 58-00-02694-00-2** (hereinafter referred to as “Subject Property”); and

WHEREAS, in 2017, the Upper Merion Area School District filed an appeal to the Montgomery County Board of Assessment Appeals seeking an increase to the assessment of the Subject Property for the 2018 tax year; and

WHEREAS, on October 20, 2017, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in the Assessment, effective January 1, 2018 for County and Township taxes purposes, and July 1, 2018 for School District tax purposes, and

WHEREAS, on November 14, 2017, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property effective January 1, 2018 for County and Township taxes purposes, and July 1, 2018 for School District tax purposes; and

WHEREAS, the Montgomery County Board of Assessment Appeals, County of Montgomery and the Upper Merion Township entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this Assessment Appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2018 for County and Township taxes purposes, and July 1, 2018 for School District tax purposes, the assessment of the Subject Property shall be increased from **10,256,500 to 11,956,100**;

2. Effective January 1, 2019 for County and Township taxes purposes, and July 1, 2019 for School District tax purposes, the assessment of the Subject Property shall be increased from **10,256,500 to 11,248,900**;

3. Effective January 1, 2020 for County and Township taxes purposes, and July 1, 2020 for School District tax purposes, the assessment of the Subject Property shall be increased from **10,256,500 to 12,147,520**;

4. Effective January 1, 2021 for County and Township taxes purposes, and July 1, 2021 for School District tax purposes, the assessment of the Subject Property shall be increased from **10,256,500 to 11,556,160**;

5. The assessment shall remain at **11,556,160** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

6. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for tax years 2018 through 2020 in the amount of **\$15,852.67**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2018 | 10,256,500 | 11,956,100 | 1,699,600 | 3.459 | \$5,878.92 |
| 2019 | 10,256,500 | 11,248,900 | 992,400 | 3.459 | \$3,432.71 |
| 2020 | 10,256,500 | 12,147,520 | 1,891,020 | 3.459 | \$6,541.04 |

7. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$15,852.67** which represents the underpayment of taxes to Montgomery County for tax years 2018 through 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to

pay the underpayment due and owing. The tax bill shall be issued in the name of Baruch Triad LLC & Baruch Triad II LLC and mailed to the following address:

Baruch Triad LLC & Baruch Triad II LLC
c/o Asher Zamir
551 Fifth Avenue, Suite 2500
New York, NY 10176

8. As a result of the adjustment in the assessment for the property, there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2018 through 2020 in the amount of **\$1,787.38**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2018 | 10,256,500 | 11,956,100 | 1,699,600 | 0.39 | \$662.84 |
| 2019 | 10,256,500 | 11,248,900 | 992,400 | 0.39 | \$387.04 |
| 2020 | 10,256,500 | 12,147,520 | 1,891,020 | 0.39 | \$737.50 |

9. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$1,787.38** which represents the underpayment of taxes allocated to the Montgomery County Community College for tax years 2018 through 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Baruch Triad LLC & Baruch Triad II LLC and mailed to the following address:

Baruch Triad LLC & Baruch Triad II LLC
c/o Asher Zamir
551 Fifth Avenue, Suite 2500
New York, NY 10176

10. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Upper Merion Township for tax years 2018 through 2020 in the amount of **\$11,087.98** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2018 | 10,256,500 | 11,956,100 | 1,699,600 | 2.159 | \$3,669.44 |
| 2019 | 10,256,500 | 11,248,900 | 992,400 | 2.159 | \$2,142.59 |
| 2020 | 10,256,500 | 12,147,520 | 1,891,020 | 2.79 | \$5,275.95 |

11. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **\$11,087.98** which represents the underpayment of taxes to Upper Merion Township for tax years 2018 through 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Baruch Triad LLC & Baruch Triad II LLC and mailed to the following address:

Baruch Triad LLC & Baruch Triad II LLC
 c/o Asher Zamir
 551 Fifth Avenue, Suite 2500
 New York, NY 10176

12. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District in the amount of **\$93,248.04** from the 2018/2019 tax year through the 2020/2021 tax year which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2018/2019 | 10,256,500 | 11,956,100 | 1,699,600 | 19.89 | \$33,805.04 |
| 2019/2020 | 10,256,500 | 11,248,900 | 992,400 | 20.34 | \$20,185.42 |
| 2020/2021 | 10,256,500 | 12,147,520 | 1,891,020 | 20.76 | \$39,257.58 |

13. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **\$93,248.04** which represents the underpayment of taxes to the Upper Merion Area School District from the 2018/2019 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Baruch Triad LLC & Baruch Triad II LLC and mailed to the following address:

Baruch Triad LLC & Baruch Triad II LLC
c/o Asher Zamir
551 Fifth Avenue, Suite 2500
New York, NY 10176

14. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

16. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

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

indirectly, related to or connected with this Stipulation to Settle that have not been incorporated into this Stipulation to Settle.

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

Frederic M. Wentz, Esquire
Attorney for Baruch Triad LLC
and Baruch Triad II LLC

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

Anthony Hamaday, Township Manager
Upper Merion Township

Brian O. Phillips, Esquire
Attorney for Montgomery County

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

| | | |
|--|---|---------------------------------|
| UPPER MERION AREA SCHOOL DISTRICT | : | IN THE COURT OF COMMON PLEAS |
| | : | OF MONTGOMERY COUNTY, PA |
| | : | |
| v. | : | CIVIL ACTION – LAW |
| | : | |
| 145 W. DEKALB PIKE ASSOCIATES LP | : | NO. 2014-27639 |
| and | : | |
| THE BOARD OF ASSESSMENT APPEALS | : | |
| OF MONTGOMERY COUNTY, et al. | : | TAX PARCEL No. 58-00-06298-00-7 |

ORDER

AND, NOW, this day of , 2021, 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 upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as “Settled, Discontinued and Ended”.

BY THE COURT:

J.

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

ATTORNEYS FOR
UPPER MERION AREA
SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
v. : CIVIL ACTION – LAW
:
145 W. DEKALB PIKE ASSOCIATES LP : NO. 2014-27639
and :
THE BOARD OF ASSESSMENT APPEALS :
OF MONTGOMERY COUNTY, et al. : TAX PARCEL No. 58-00-06298-00-7

STIPULATION TO SETTLE

WHEREAS, 145 W. DeKalb Pike Associates LP is the current owner of the property located at **135-145 W. DeKalb Pike** in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel Number 58-00-06298-00-7** (hereinafter referred to as “Subject Property”); and

WHEREAS, in 2014, the Upper Merion Area School District filed an appeal to the Montgomery County Board of Assessment Appeals seeking an increase to the assessment of the Subject Property for the 2015 tax year; and

WHEREAS, on September 24, 2014, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in the Assessment, effective January 1, 2015 for County and Township taxes purposes, and July 1, 2015 for School District tax purposes, and

WHEREAS, on October 9, 2014, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property effective January 1, 2015 for County and Township taxes purposes, and July 1, 2015 for School District tax purposes; and

WHEREAS, the Montgomery County Board of Assessment Appeals and the County of Montgomery entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, David C. Onorato, Esquire, entered his appearance in the tax assessment appeal on behalf of 145 W. DeKalb Pike Associates LP; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this Tax Assessment Appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective January 1, 2015 for County and Township tax purposes, and July 1, 2015 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 6,198,500;**

2. Effective January 1, 2016 for County and Township taxes purposes, and July 1, 2016 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 6,038,690;**

3. Effective January 1, 2017 for County and Township taxes purposes, and July 1, 2017 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 6,290,212;**

4. Effective January 1, 2018 for County and Township taxes purposes, and July 1, 2018 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 6,136,292;**

5. Effective January 1, 2019 for County and Township taxes purposes, and July 1, 2019 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 5,948,937;**

6. Effective January 1, 2020 for County and Township taxes purposes, and July 1, 2020 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 6,114,432;**

7. Effective January 1, 2021 for County and Township taxes purposes, and July 1, 2021 for School District tax purposes, the assessment of the Subject Property shall be increased from **3,354,030 to 5,847,260;**

8. The assessment shall remain at **5,847,260** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

9. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for tax years 2015 through 2020 in the amount of **\$56,556.11**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2015 | 3,354,030 | 6,198,500 | 2,844,470 | 3.152 | \$8,965.77 |
| 2016 | 3,354,030 | 6,038,690 | 2,684,660 | 3.459 | \$9,286.24 |
| 2017 | 3,354,030 | 6,290,212 | 2,936,182 | 3.459 | \$10,156.25 |
| 2018 | 3,354,030 | 6,136,292 | 2,782,262 | 3.459 | \$9,623.84 |
| 2019 | 3,354,030 | 5,948,937 | 2,594,907 | 3.459 | \$8,975.78 |
| 2020 | 3,354,030 | 6,114,432 | 2,760,402 | 3.459 | \$9,548.23 |

10. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to **145 W. DeKalb Pike Associates LP** in the amount of **\$56,556.11** which represents the underpayment of taxes to Montgomery County for the tax years 2015 through 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of 145 W. DeKalb Pike Associates LP and mailed to the following address:

145 W. DeKalb Pike Associates LP
636 Old York Road, 2nd Floor
Jenkintown, PA 19046

11. As a result of the adjustment in the assessment for the property, there has been an underpayment of the taxes allocated to the Montgomery County Community College for tax years 2017 through 2020 in the amount of **\$4,318.76** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2017 | 3,354,030 | 6,290,212 | 2,936,182 | 0.39 | \$1,145.11 |
| 2018 | 3,354,030 | 6,136,292 | 2,782,262 | 0.39 | \$1,085.08 |
| 2019 | 3,354,030 | 5,948,937 | 2,594,907 | 0.39 | \$1,012.01 |
| 2020 | 3,354,030 | 6,114,432 | 2,760,402 | 0.39 | \$1,076.56 |

12. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to **145 W. DeKalb Pike Associates LP** in the amount **\$4,318.76**, which represents the underpayment of the taxes allocated to the Montgomery County Community College for tax years 2017 through 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of 145 W. DeKalb Pike Associates LP and mailed to the following address:

145 W. DeKalb Pike Associates LP
636 Old York Road, 2nd Floor
Jenkintown, PA 19046

13. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Upper Merion Township for tax years 2015 through 2020 in the amount of **\$37,587.43** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2015 | 3,354,030 | 6,198,500 | 2,844,470 | 2.159 | \$6,141.21 |
| 2016 | 3,354,030 | 6,038,690 | 2,684,660 | 2.159 | \$5,796.18 |
| 2017 | 3,354,030 | 6,290,212 | 2,936,182 | 2.159 | \$6,339.22 |
| 2018 | 3,354,030 | 6,136,292 | 2,782,262 | 2.159 | \$6,006.90 |
| 2019 | 3,354,030 | 5,948,937 | 2,594,907 | 2.159 | \$5,602.40 |
| 2020 | 3,354,030 | 6,114,432 | 2,760,402 | 2.79 | \$7,701.52 |

14. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to **145 W. DeKalb Pike Associates LP** in the amount of **\$37,587.43**, which represents the underpayment of taxes to Upper Merion Township for tax years 2015 through 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of 145 W. DeKalb Pike Associates LP and mailed to the following address:

145 W. DeKalb Pike Associates LP
636 Old York Road, 2nd Floor
Jenkintown, PA 19046

15. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District in the amount of **\$327,307.87** for the 2015/2016 tax year through the 2020/2021 tax year which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2015/2016 | 3,354,030 | 6,198,500 | 2,844,470 | 18.96 | \$53,931.15 |
| 2016/2017 | 3,354,030 | 6,038,690 | 2,684,660 | 18.96 | \$50,901.15 |
| 2017/2018 | 3,354,030 | 6,290,212 | 2,936,182 | 19.43 | \$57,050.02 |
| 2018/2019 | 3,354,030 | 6,136,292 | 2,782,262 | 19.89 | \$55,339.19 |
| 2019/2020 | 3,354,030 | 5,948,937 | 2,594,907 | 20.34 | \$52,780.41 |
| 2020/2021 | 3,354,030 | 6,114,432 | 2,760,402 | 20.76 | \$57,305.95 |

16. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to **145 W. DeKalb Pike Associates LP** in the amount of **\$327,307.87**, which represents the underpayment of taxes to the Upper Merion Area School District for the 2015/2016 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of 145 W. DeKalb Pike Associates LP and mailed to the following address:

145 W. DeKalb Pike Associates LP
636 Old York Road, 2nd Floor
Jenkintown, PA 19046

17. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

19. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

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

David C. Onorato, Esquire
Attorney for
145 W. DeKalb Pike Associates LP

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

Anthony Hamaday, Township Manager
Upper Merion Township

Brian O. Phillips, Esquire
Attorney for Montgomery County

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

| | |
|---|-----------------------------------|
| UPPER MERION AREA SCHOOL DISTRICT | : IN THE COURT OF COMMON PLEAS |
| | : OF MONTGOMERY COUNTY, PA |
| | : |
| v. | : CIVIL ACTION – LAW |
| | : |
| THE BOARD OF ASSESSMENT APPEALS OF MONTGOMERY COUNTY and KOP HOTEL XXXI OWNER LP, and AGREE LIMITED PARTNERSHIP and J. ALEXANDER’S RESTAURANTS LLC, et al. | : NO. 2016-27445 |
| | : |
| | : TAX PARCEL No. 58-00-08467-00-7 |
| | : TAX PARCEL No. 58-00-08467-01-6 |
| | : TAX PARCEL No. 58-00-08467-02-5 |
| | : TAX PARCEL No. 58-00-08467-00-0 |

ORDER

AND, NOW, this day of , 2020, 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 upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as “Settled, Discontinued and Ended”.

BY THE COURT:

J.

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

ATTORNEYS FOR
UPPER MERION AREA
SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
v. : CIVIL ACTION – LAW
:
THE BOARD OF ASSESSMENT APPEALS : NO. 2016-27445
OF MONTGOMERY COUNTY and :
KOP HOTEL XXXI OWNER LP, and : TAX PARCEL No. 58-00-08467-00-7
AGREE LIMITED PARTNERSHIP and : TAX PARCEL No. 58-00-08467-01-6
J. ALEXANDER’S RESTAURANTS LLC, et al. : TAX PARCEL No. 58-00-08467-02-5
: TAX PARCEL No. 58-00-08467-00-0

STIPULATION TO SETTLE

WHEREAS, KOP Hotel XXXI Owner LP and Agree Limited Partnership (hereinafter referred to as “Taxpayers”) are the record owners of the parcels located at **260 Mall Boulevard**, in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel No. 58-00-08467-00-7, Tax Parcel No. 58-00-08467-01-6, Tax Parcel No. 58-00-08467-02-5 and Tax Parcel No. 58-00-08467-00-0;** and

WHEREAS, in 2016, the Upper Merion Area School District filed an appeal to the Montgomery County Board of Assessment Appeals seeking an increase to the assessment of the Tax Parcel No. 58-00-08467-00-7 for the 2017 tax year; and

WHEREAS, on October 17, 2016, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in the Assessment, effective January 1, 2017 for County and Township taxes purposes, and July 1, 2017 for School District tax purposes, and

WHEREAS, on November 16, 2016, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the property effective January 1, 2017 for County and Township taxes purposes, and July 1, 2017 for School District tax purposes; and

WHEREAS, the Montgomery County Board of Assessment Appeals, County of Montgomery and the Upper Merion Township entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, due to a demolition at the property, the assessment of Tax Parcel No. 58-00-08467-00-7 was reduced by the Montgomery County Assessment Office from 19,711,100 to 16,351,050, effective July 1, 2017; and

WHEREAS, due to new construction at the property, the assessment of Tax Parcel No. 58-00-08467-00-7 was increased by the Montgomery County Assessment Office from 16,351,050 to 19,094,240, effective May 1, 2018; and

WHEREAS, Tax Parcel No. 58-00-08467-00-7 was subdivided/converted to condominium effective January 1, 2019, and the following new tax parcels and assessments were established:

| <u>Tax Parcel No.</u> | <u>Assessment</u> |
|-----------------------|-------------------|
| 58-00-08467-00-7 | 0 |
| 58-00-08467-02-5 | 16,351,050 |
| 58-00-08467-01-6 | 2,743,190 |
| 58-00-08467-00-0 | 0 |

WHEREAS, the subdivided tax parcels and the current owners of each of the parcels were added to this pending tax assessment appeal by Order of the Court dated September 25, 2020; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this tax assessment appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. With respect to **Tax Parcel No. 58-00-08467-00-7**, the parties hereto agree that the assessment of said tax parcel shall be adjusted as follows:

A. For Montgomery County and Upper Merion Township tax purposes:

- (i) For the time period of January 1, 2017 to June 30, 2017, the assessment of the parcel shall be increased from **19,711,100 to 21,710,700;**
- (ii) For the time period of July 1, 2017 to December 31, 2017, the assessment of the parcel shall be increased from **16,351,050 to 21,710,700;**
- (iii) For the time period of January 1, 2018 to April 30, 2018, the assessment of the parcel shall be increased from **16,351,050 to 21,694,100;**
- (iv) For the time period of May 1, 2018 to December 31, 2018, the

assessment of the parcel shall be increased from **19,094,240 to 21,694,100;**

(v) For the time period of January 1, 2019 to December 31, 2019, the assessment of the parcel shall remain at **0;**

(vi) For the time period of January 1, 2020 to December 31, 2020, the assessment of the parcel shall remain at **0;**

(vii) For the time period of January 1, 2021 to December 31, 2021, the assessment of the parcel shall remain at **0;**

(viii) The assessment of the parcel shall remain at **0** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

B. For School District tax purposes:

(i) For the time period of July 1, 2017 to April 30, 2018, the assessment of the parcel shall be increased from **16,351,050 to 21,710,700;**

(ii) For the time period of May 1, 2018 to June 30, 2018, the assessment of the parcel shall be increased from **19,094,240 to 21,710,700;**

(iii) For the time period of July 1, 2018 to December 31, 2018, the assessment of the parcel shall be increased from **19,094,240 to 21,694,100;**

(iv) For the time period of January 1, 2019 to June 30, 2019, the assessment of the parcel shall remain at **0;**

- (v) For the time period of July 1, 2019 to June 30, 2020, the Assessment of the parcel shall remain at **0**;
- (vi) For the time period of July 1, 2020 to June 30, 2021, the Assessment of the parcel shall remain at **0**;
- (vii) The assessment of the parcel shall remain at **0** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

C. With respect to **Tax Parcel No. 58-00-08467-00-7**, as a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for tax years 2017 and 2018 in the amount of **\$24,883.64**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------------------------------|--------------------|----------------|-------------------------|----------|--------------|
| 1/1/2017 to 6/30/2017 | 19,711,100 | 21,710,700 | 1,999,600 (6 months) | 3.459 | \$3,458.31 |
| 7/1/2017 to 12/31/2017 | 16,351,050 | 21,710,700 | 5,359,650 (6 months) | 3.459 | \$9,269.51 |
| 1/1/2018 to 4/30/2018 | 16,351,050 | 21,694,100 | 5,343,050 (4 months) | 3.459 | \$6,160.54 |
| 5/1/2018 to 12/31/2018 | 19,094,240 | 21,694,100 | 2,599,860 (8 months) | 3.459 | \$5,995.28 |

D. With respect to **Tax Parcel No. 58-00-08467-00-7**, as a result of the adjustment in the assessment for the property, there has been an underpayment in

the taxes allocated to the Montgomery County Community College for tax years 2017 and 2018 in the amount of **\$2,805.61**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------------------------------|--------------------|----------------|-------------------------|----------|--------------|
| 1/1/2017 to 6/30/2017 | 19,711,100 | 21,710,700 | 1,999,600 (6 months) | 0.39 | \$389.92 |
| 7/1/2017 to 12/31/2017 | 16,351,050 | 21,710,700 | 5,359,650 (6 months) | 0.39 | \$1,045.13 |
| 1/1/2018 to 4/30/2018 | 16,351,050 | 21,694,100 | 5,343,050 (4 months) | 0.39 | \$694.60 |
| 5/1/2018 to 12/31/2018 | 19,094,240 | 21,694,100 | 2,599,860 (8 months) | 0.39 | \$675.96 |

E. With respect to **Tax Parcel No. 58-00-08467-00-7**, as a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Upper Merion Township for tax years 2017 and 2018 in the amount of **\$15,531.59** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------------------------------|--------------------|----------------|-------------------------|----------|--------------|
| 1/1/2017 to 6/30/2017 | 19,711,100 | 21,710,700 | 1,999,600 (6 months) | 2.159 | \$2,158.57 |
| 7/1/2017 to 12/31/2017 | 16,351,050 | 21,710,700 | 5,359,650 (6 months) | 2.159 | \$5,785.74 |
| 1/1/2018 to 4/30/2018 | 16,351,050 | 21,694,100 | 5,343,050 (4 months) | 2.159 | \$3,845.21 |
| 5/1/2018 to 12/31/2018 | 19,094,240 | 21,694,100 | 2,599,860 (8 months) | 2.159 | \$3,742.07 |

F. With respect to **Tax Parcel No. 58-00-08467-00-7**, as a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District in the amount of **\$121,110.25** from the 2017/2018 tax year through December 31, 2018, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|--------------------------------|--------------------|----------------|--------------------------|----------|--------------|
| 7/1/2017 to 4/30/2018 | 16,351,050 | 21,710,700 | 5,359,650 (10 months) | 19.43 | \$86,781.67 |
| 5/1/2018 to 6/30/2018 | 19,094,240 | 21,710,700 | 2,616,460 (2 months) | 19.43 | \$8,472.97 |
| 7/1/2/2018 to 12/31/2018 | 19,094,240 | 21,694,100 | 2,599,860 (6 months) | 19.89 | \$25,855.61 |

G. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery, Upper Merion Township and the Upper Merion Area School District shall issue tax bills to KOP Hotel XXXI Owner LP in the amount of the respective underpayments as calculated above for **Tax Parcel No. 58-00-08467-00-7**. Said tax bills shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bills shall be issued in the name of KOP Hotel XXXI Owner LP and mailed to the following address:

KOP Hotel XXXI Owner LP
c/o The Buccini Group Inc.
5425 Wisconsin Avenue, Suite 700
Chevy Chase, MD 20815

2. With respect to **Tax Parcel No. 58-00-08467-02-5**, the parties hereto agree that the assessment of said tax parcel shall be adjusted as follows:

A. For Montgomery County and Upper Merion Township tax purposes:

- (i) For the time period of January 1, 2019 to December 31, 2019, the assessment of the parcel shall be increased from **16,351,050 to 18,018,600;**
- (ii) For the time period of January 1, 2020 to December 31, 2020, the assessment of the parcel shall remain at **16,351,050;**
- (iii) For the time period of January 1, 2021 to December 31, 2021, the assessment of the parcel shall be reduced from **16,351,050 to 14,421,750;**
- (vii) The assessment of the parcel shall remain at **14,421,750** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

B. For School District tax purposes:

- (i) For the time period of January 1, 2019 to June 30, 2019, the assessment of the parcel shall be increased from **16,351,050 to 18,950,910;**
- (ii) For the time period of July 1, 2019 to June 30, 2020, the assessment of the parcel shall be increased from **16,351,050 to 18,018,600;**
- (iii) For the time period of July 1, 2020 to June 30, 2021, the assessment of the parcel shall remain at **16,351,050;**
- (iv) For the time period of July 1, 2021 to June 30, 2022, the assessment of the parcel shall be reduced from **16,351,050 to 14,421,750;**

(v) The assessment of the parcel shall remain at **14,421,750** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

C. With respect to **Tax Parcel No. 58-00-08467-02-5**, as a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for tax year 2019 in the amount of **\$5,768.06**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------------------------------|--------------------|----------------|------------|----------|--------------|
| 1/1/2019 to 12/31/2019 | 16,351,050 | 18,018,600 | 1,667,550 | 3.459 | \$5,768.06 |

D. With respect to **Tax Parcel No. 58-00-08467-02-5**, as a result of the adjustment in the assessment for the property, there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax year 2019 in the amount of **\$650.34**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------------------------------|--------------------|----------------|------------|----------|--------------|
| 1/1/2019 to 12/31/2019 | 16,351,050 | 18,018,600 | 1,667,550 | 0.39 | \$650.34 |

E. With respect to **Tax Parcel No. 58-00-08467-02-5**, as a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Upper Merion Township for tax year 2019 in the amount of **\$3,600.24** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------------------------------|--------------------|----------------|------------|----------|--------------|
| 1/1/2019 to 12/31/2019 | 16,351,050 | 18,018,600 | 1,667,550 | 2.159 | \$3,600.24 |

F. With respect to **Tax Parcel No. 58-00-08467-02-5**, as a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District in the amount of **\$59,773.58** from January 1, 2019 through the 2019/2020 tax year, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|-----------------------------|--------------------|----------------|-------------------------|----------|--------------|
| 1/1/2019 to 6/30/2019 | 16,351,050 | 18,950,910 | 2,599,860 (6 months) | 19.89 | \$25,855.61 |
| 7/1/2019 to 6/30/2020 | 16,351,050 | 18,018,600 | 1,667,550 | 20.34 | \$33,917.97 |

G. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery, Upper Merion Township and the Upper Merion Area School District shall issue tax bills to KOP Hotel XXXI Owner LP in the amount of the respective underpayments as calculated above for **Tax Parcel No. 58-00-08467-02-5**. Said tax bills shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bills shall be issued in the name of KOP Hotel XXXI Owner LP and mailed to the following address:

KOP Hotel XXXI Owner LP
c/o The Buccini Group Inc.
5425 Wisconsin Avenue, Suite 700
Chevy Chase, MD 20815

3. With respect to **Tax Parcel No. 58-00-08467-00-0**, the parties hereto agree that the assessment of said tax parcel shall be adjusted as follows:

A. For Montgomery County and Upper Merion Township tax purposes:

- (i) For the time period of January 1, 2019 to December 31, 2019, the assessment of the parcel shall remain at **0**;
- (ii) For the time period of January 1, 2020 to December 31, 2020, the assessment of the parcel shall remain at **0**;
- (iii) For the time period of January 1, 2021 to December 31, 2021, the assessment of the parcel shall remain at **0**;
- (vii) The assessment of the parcel shall remain at **0** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

B. For School District tax purposes:

- (i) For the time period of January 1, 2019 to June 30, 2019, the assessment of the parcel shall remain at **0**;
- (ii) For the time period of July 1, 2019 to June 30, 2020, the assessment of the parcel shall remain at **0**;
- (iii) For the time period of July 1, 2020 to June 30, 2021, the assessment of the parcel shall remain at **0**;
- (iv) For the time period of July 1, 2021 to June 30, 2022, the assessment of the parcel shall remain at **0**;
- (vii) The assessment of the parcel shall remain at **0** until there is another

subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

4. With respect to **Tax Parcel No. 58-00-08467-01-6**, the parties hereto agree that the assessment of said tax parcel shall be adjusted as follows:

A. For Montgomery County and Upper Merion Township tax purposes:

- (i) For the time period of January 1, 2019 to December 31, 2019, the assessment of the parcel shall remain at **2,743,190**;
- (ii) For the time period of January 1, 2020 to December 31, 2020, the assessment of the parcel shall be reduced from **2,743,190 to 2,465,000**;
- (iii) For the time period of January 1, 2021 to December 31, 2021, the assessment of the parcel shall be reduced from **2,743,190 to 1,927,590**;
- (iv) The assessment of the parcel shall remain at **1,927,590** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

B. For School District tax purposes:

- (i) For the time period of January 1, 2019 to June 30, 2019, the assessment of the parcel shall remain at **2,743,190**;
- (ii) For the time period of July 1, 2019 to June 30, 2020, the assessment of the parcel shall remain at **2,743,190**;
- (iii) For the time period of July 1, 2020 to June 30, 2021, the assessment of the parcel shall be reduced from **2,743,190 to 2,465,000**;

(iv) For the time period of July 1, 2021 to June 30, 2022, the assessment of the parcel shall be reduced from **2,743,190 to 1,927,590**;

(v) The assessment of the parcel shall remain at **1,927,590** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

C. With respect to **Tax Parcel No. 58-00-08467-01-6**, as a result of the adjustment in the assessment for the property, there has been an overpayment in taxes to Montgomery County for tax year 2020 in the amount of **\$962.26**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------------------------------|--------------------|----------------|------------|----------|-------------|
| 1/1/2020 to 12/31/2020 | 2,743,190 | 2,465,000 | (278,190) | 3.459 | \$962.26 |

D. With respect to **Tax Parcel No. 58-00-08467-01-6**, as a result of the adjustment in the assessment for the property, there has been an overpayment in the taxes allocated to the Montgomery County Community College for tax year 2020 in the amount of **\$108.49**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------------------------------|--------------------|----------------|------------|----------|-------------|
| 1/1/2020 to 12/31/2020 | 2,743,190 | 2,465,000 | (278,190) | 0.39 | \$108.49 |

E. With respect to **Tax Parcel No. 58-00-08467-01-6**, as a result of the adjustment in the assessment for the property, there has been an overpayment in taxes to Upper Merion Township for tax year 2020 in the amount of **\$776.15** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|------------------------------|--------------------|----------------|------------|----------|-------------|
| 1/1/2020 to 12/31/2020 | 2,743,190 | 2,465,000 | (278,190) | 2.79 | \$776.15 |

F. With respect to **Tax Parcel No. 58-00-08467-01-6**, as a result of the adjustment in the assessment for the property, there has been an overpayment in taxes to the Upper Merion Area School District in the amount of **\$5,775.22** from the 2020/2021 tax year, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | OVERPAYMENT |
|-----------|--------------------|----------------|------------|----------|-------------|
| 2020/2021 | 2,743,190 | 2,465,000 | (278,190) | 20.76 | \$5,775.22 |

G. Upon the Court’s approval of the Stipulation to Settle, the County of Montgomery, Upper Merion Township and the Upper Merion Area School District shall issue to Taxpayer, J. Alexander’s Restaurants, LLC, a refund, without interest, in the amount of the respective overpayments as set forth above, unless Taxpayer paid its taxes within the discount period, then two percent shall be deducted from the amount of the overpayment. Said refund shall be made payable to “J. Alexander’s Restaurants LLC” and mailed to the following address:

J. Alexander's Restaurants LLC
3401 West End Avenue, Suite 260
P.O. Box 24300
Nashville, Tennessee 37202

H. The calculations of the overpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District. The tax collector shall provide the necessary information to calculate the proper amount of refunds for the 2020 tax year, 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 **Tax Parcel No. 58-00-08467-01-6**, 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 J. Alexander's Restaurants, LLC.

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

6. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

7. 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.

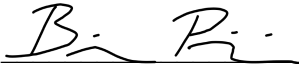
8. Furthermore, within ten (10) days of the Court's approval of this Stipulation to Settle, J. Alexander's Restaurants, LLC shall file a Praecipe to Discontinue and End with prejudice, in the Tax Assessment Appeal Action filed in the Montgomery County Court of Common Pleas on November 19, 2020, at Docket No. 2020-19442. Copies of the filed Praecipe shall be provided to all counsel of record in this case.

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

Benjamin Picker, Esquire
Attorney for KOP Hotel XXI Owner LP
and Agree Limited Partnership

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

Anthony Hamaday, Township Manager
Upper Merion Township



Brian O. Phillips, Esquire
Attorney for Montgomery County

Mark Cappuccio, Esquire
Attorney for J. Alexander's Restaurants LLC

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

| | | |
|--|---|---------------------------------|
| UPPER MERION AREA SCHOOL DISTRICT | : | IN THE COURT OF COMMON PLEAS |
| | : | OF MONTGOMERY COUNTY, PA |
| | : | |
| v. | : | CIVIL ACTION – LAW |
| | : | |
| THE BOARD OF ASSESSMENT APPEALS | : | NO. 2017-26881 |
| OF MONTGOMERY COUNTY and | : | |
| BRANDYWINE OPERATING | : | TAX PARCEL No. 58-00-06853-02-8 |
| PARTNERSHIP LP, et al. | : | |

ORDER

AND, NOW, this day of , 2020, 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 upon and set forth in the attached Stipulation to Settle and that the Prothonotary shall mark the above-captioned tax assessment appeal as “Settled, Discontinued and Ended”.

BY THE COURT:

J.

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

ATTORNEYS FOR
UPPER MERION AREA
SCHOOL DISTRICT

UPPER MERION AREA SCHOOL DISTRICT : IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY, PA
:
v. : CIVIL ACTION – LAW
:
THE BOARD OF ASSESSMENT APPEALS : NO. 2017-26881
OF MONTGOMERY COUNTY and :
BRANDYWINE OPERATING : TAX PARCEL No. 58-00-06853-02-8
PARTNERSHIP LP, et al. :

STIPULATION TO SETTLE

WHEREAS, Brandywine Operating Partnership LP (hereinafter referred to as “Taxpayer”) is the record owner of the property located at **935 First Avenue, Condo 2**, in Upper Merion Township, Montgomery County, Pennsylvania, more specifically identified as **Tax Parcel Number 58-00-06853-02-8** (hereinafter referred to as “Subject Property”); and

WHEREAS, in 2017, the Upper Merion Area School District filed an appeal to the Montgomery County Board of Assessment Appeals seeking an increase to the interim assessment of the Subject Property which was effective July 1, 2017; and

WHEREAS, the Montgomery County Board of Assessment Appeals issued a Notice of No Change in the Assessment, effective July 1, 2018 for County, Township and School District tax purposes, and

WHEREAS, on November 14, 2017, the Upper Merion Area School District filed a tax assessment appeal to the Montgomery County Court of Common Pleas seeking an increase to the assessment of the Subject Property, and filed an Amended Petition for Appeal with the Court on November 28, 2017; and

WHEREAS, the Montgomery County Board of Assessment Appeals, County of Montgomery and the Upper Merion Township entered an appearance and intervened as parties in the tax assessment appeal; and

WHEREAS, the Parties have participated in negotiations in an effort to resolve this Assessment Appeal; and

WHEREAS, the Parties have agreed upon the assessed value of the property for each of the tax years at issue in the appeal; and

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

NOW, THEREFORE, the Parties, intending to be legally bound, agree to the following settlement:

1. Effective July 1, 2017 for County, Township and School District tax purposes, the assessment of the Subject Property shall remain at **11,005,850**;

2. Effective January 1, 2018 for County and Township taxes purposes, and July 1, 2018 for School District tax purposes, the assessment of the Subject Property shall remain at **11,005,850;**

3. Effective January 1, 2019 for County and Township taxes purposes, and July 1, 2019 for School District tax purposes, the assessment of the Subject Property shall be increased from **11,005,850 to 12,000,000;**

4. Effective January 1, 2020 for County and Township taxes purposes, and July 1, 2020 for School District tax purposes, the assessment of the Subject Property shall be increased from **11,005,850 to 11,832,000;**

5. Effective January 1, 2021 for County and Township taxes purposes, and July 1, 2021 for School District tax purposes, the assessment of the Subject Property shall be increased from **11,005,850 to 11,490,500;**

6. The assessment shall remain at **11,490,500** until there is another subsequent successful tax assessment appeal, a County-wide reassessment, or a change in the assessment as otherwise provided by applicable law.

7. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Montgomery County for tax years 2019 and 2020 in the amount of **\$6,296.41**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 11,005,850 | 12,000,000 | 994,150 | 3.459 | \$3,438.76 |
| 2020 | 11,005,850 | 11,832,000 | 826,150 | 3.459 | \$2,857.65 |

8. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$6,296.41**

which represents the underpayment of taxes to Montgomery County for tax years 2019 and 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Brandywine Operating Partnership LP and mailed to the following address:

Brandywine Operating Partnership LP
 FMC Tower at Cira Centre South
 2929 Walnut Street, Suite 1700
 Philadelphia, PA 19104

9. As a result of the adjustment in the assessment for the property, there has been an underpayment in the taxes allocated to the Montgomery County Community College for tax years 2019 and 2020 in the amount of **\$709.92**, which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 11,005,850 | 12,000,000 | 994,150 | 0.39 | \$387.72 |
| 2020 | 11,005,850 | 11,832,000 | 826,150 | 0.39 | \$322.20 |

10. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the County of Montgomery shall issue a tax bill to Taxpayer in the amount of **\$709.92** which represents the underpayment of taxes allocated to the Montgomery County Community College for tax years 2019 and 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Brandywine Operating Partnership LP and mailed to the following address:

Brandywine Operating Partnership LP
 FMC Tower at Cira Centre South
 2929 Walnut Street, Suite 1700
 Philadelphia, PA 19104

11. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to Upper Merion Township for tax years 2019 and 2020 in the amount of **\$4,451.33** which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|------|--------------------|----------------|------------|----------|--------------|
| 2019 | 11,005,850 | 12,000,000 | 994,150 | 2.159 | \$2,146.37 |
| 2020 | 11,005,850 | 11,832,000 | 826,150 | 2.79 | \$2,304.96 |

12. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, Upper Merion Township shall issue a tax bill to Taxpayer in the amount **\$4,451.33** which represents the underpayment of taxes to Upper Merion Township for tax years 2019 and 2020. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Brandywine Operating Partnership LP and mailed to the following address:

Brandywine Operating Partnership LP
 FMC Tower at Cira Centre South
 2929 Walnut Street, Suite 1700
 Philadelphia, PA 19104

13. As a result of the adjustment in the assessment for the property, there has been an underpayment in taxes to the Upper Merion Area School District in the amount of **\$37,371.88** from the 2019/2020 tax year through the 2020/2021 tax year which is calculated as follows:

| YEAR | CURRENT ASSESSMENT | NEW ASSESSMENT | DIFFERENCE | MIL RATE | UNDERPAYMENT |
|-----------|--------------------|----------------|------------|----------|--------------|
| 2019/2020 | 11,005,850 | 12,000,000 | 994,150 | 20.34 | \$20,221.01 |
| 2020/2021 | 11,005,850 | 11,832,000 | 826,150 | 20.76 | \$17,150.87 |

14. The Parties hereto agree that upon approval of the Stipulation to Settle by the Court, the Upper Merion Area School District shall issue a tax bill to Taxpayer in the amount **\$37,371.88** which represents the underpayment of taxes to the Upper Merion Area School District from the 2019/2020 tax year through the 2020/2021 tax year. Said tax bill shall be issued with new discount, face and penalty periods within which to pay the underpayment due and owing. The tax bill shall be issued in the name of Brandywine Operating Partnership LP and mailed to the following address:

Brandywine Operating Partnership LP
FMC Tower at Cira Centre South
2929 Walnut Street, Suite 1700
Philadelphia, PA 19104

15. The calculations of the underpayments in this Stipulation to Settle are subject to verification by the Business Administrator and/or tax collector for Montgomery County, Upper Merion Township and the Upper Merion Area School District.

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

17. This Stipulation to Settle shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation. The Parties agree that any action to enforce the terms of this Stipulation to Settle must be initiated in the Court of Common Pleas of Montgomery County, Pennsylvania, and in no other venue.

18. 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

David A. Schneider, Esquire
Attorney for Brandywine Operating
Partnership LP

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

Anthony Hamaday, Township Manager
Upper Merion Township

Brian O. Phillips, Esquire
Attorney for Montgomery County

Cathy Dolan

From: Anthony Hamaday
Sent: Wednesday, February 3, 2021 3:56 PM
To: Cathy Dolan
Subject: Feb 18th Agenda Ad

Cathy, can you add this;

Township Outdoor Police Firing Range Soil Remediation Project Contract – S. J. Thomas Company. Consideration of a contract with S.J. Thomas Company of Lansdowne, PA , through the Keystone Purchasing Network, for the soil remediation at the Township’s outdoor Police Firing Range in the amount of \$97,717.94.

Anthony T. Hamaday
Township Manager
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406
610-265-2600
ahamaday@umtownship.org

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Job Order

JOC Contract No.: KPN-201801JOCC-30

New Job Order Modify an Existing Job Order

Job Order Number: 085537.00

Job Order Title: Upper Merion Twp Police Dept Soil Remediation

Contact: Geoff Hickman Contractor Name: S.J. Thomas Company, Inc.

Phone: 6102058501 Contact: Paul McNichol

Phone: 6106223720

Work to be Performed

Work to be performed as per the Final Scope of Work and the Price Proposal dated , and as per the terms and conditions of JOC Contract No KPN-201801JOCC-30.

Brief Task Order Description:

This is a soil remediation project at the outdoor firing range of the Upper Merion Police Department. The scope of work includes the soil washing of surficial soils throughout the entire outdoor range; the excavation, transportation, and disposal of outdoor firing range impacted soils; and backfilling with certified clean fill material.

Time of Performance Estimated Start Date: Estimated Completion Date:

Liquidated Damages Will apply: Will NOT apply:

Validation Information

Job Order Firm Fixed Price:

Owner Purchase Order:

Approvals

Project Manager Date

Contractor Representative Date

Agency Representative Date

Agency Representative Date

Agency Representative Date

Agency Representative Date



Scope of Work

To: Paul McNichol
S.J. Thomas Company, Inc.
140 Bantram Ave.
Landsdown, PA 19050
(610) 622-3720

From: Geoff Hickman
Upper Merion Township
No Address Input
6102058501

Job Order No: 085537.00
Job Order Title: Upper Merion Twp Police Dept Soil Remediation

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Subject to the terms and conditions of JOC Contract KPN-201801JOCC-30.

Geoff Hickman, Requestor

Date

Paul McNichol, Project Manager/Estimator

Date

Non Pre-Priced Task Form

Keystone Purchasing Network
eZIQC

The final price submitted for non pre-priced task shall be according to the following formula:

A= Hourly Labor Rate (Trades not in Construction Task Catalog®)

B= Direct Material Costs (supported by three quotes)

C= Direct Equipment Costs (Equipment not in Construction Task Catalog®)

D= Subcontractor Costs (supported by three quotes)

E= Approved Overhead on Labor e.g. 40%

F= Allowable Overhead and Profit = (A+B+C) x 15%

G= Subcontractor Allowance = D x 10%

Total Cost = A + B + C + D + E + F + G / .9395

A= Hourly Labor Rate with Fringes (Trades not in Construction Task Catalog®)

Trade: _____ Classification: _____

Rate: _____ Total Hours: _____ Total _____

Add additional trades on separate sheet

Total Cost _____ A

B=Direct Material Costs (supported by three quotes)

Material Name: _____ Material Cost _____

Summary of quotes 1: _____ 2: _____ 3: _____

Total Cost _____ B

Attach Quotes, and Breakdown

C=Direct Equipment Costs (Equipment not in Construction Task Catalog®)

Equipment name, include model number _____ direct cost _____

Attach receipt for equipment.

Total Cost _____ C

D= Subcontractor Costs (supported by three quotes)

Subcontractor Name Empire Wrecking _____ Primary
Trade _____

Summary of quotes 1: 83460 _____ 2: _____ 3: _____

Subcontractor cost _____

Attach Quotes, and Breakdown.

Total Cost 83460 _____ D

E= Approved Overhead on Labor Total Cost of Labor From A above _____ x 40% _____

Total Cost _____ E

F= Allowable Overhead and Profit A _____ + B _____ + C _____ x 15% _____

Total Cost _____ F

G= Subcontractor Allowance D 83460 _____ x 10% 8346 _____

Total Cost 91806 _____ G

Total Cost = A + B + C + D + E + F + G / .9395 = \$ 97,717.94 _____

Attach all worksheets and quotes to this page or Non Pre-Priced Task becomes invalid.



Prepared For:

January 20, 2021

To: SJ Thomas Co Inc.

Address: 140 Bartram Ave

Lansdowne, PA 19050

Attn: Paul McNichol

Re: Upper Merion Gun Range

Empire Services is pleased to provide this proposal for the following outlined scope of work:

Proposal Includes:

Indoor Range-

1. Mobilization/ Demobilization
2. Supply all required PPE for on-site personnel
3. Pre & post project blood sampling
4. Remove acoustical ceilings
5. Remove miscellaneous loose contents. Contents are assumed clean and will be disposed as regular waste
6. Remove air filtering duct work
7. Clean and containerize all casing on range floor. Heap vacuum after general sweeping
8. Remove backstop steel plating and containerize all bullet fragments
9. Wash/wipe walls, & floors with cleaning solution
10. Wipe test at completion of cleaning
11. All shooting materials to be packaged in 55 gallon drums for transportation & disposal
12. Work to be performed during normal 1st shift hours 7am-3:30pm
13. Supply containers, transportation and disposal fees for own generated waste

Outdoor Range-

1. Perform clearing & grubbing as specified. Materials are assumed clean and will be disposed as regular waste
2. Install approximately 400lf of 8" CFS down grade for erosion protection
3. Perform down-wind air monitoring during initial excavation. Not applicable during backfill operations
4. Excavate and screen range floor to remove bullet fragment and casings
5. Bullet fragments and casing will containerized in drums for disposal
6. Excavate and remove backstop soil and railroad ties
7. Backfill and grade range floor with screened soil and cover with quarry based aggregate as specified
8. Backfill backstop area with quarry based 2a modified stone

9. Supply containers, transportation & disposal of excavated materials. Material disposal & pricing are subject to acceptance by facility after profiles are completed

Proposal Excludes:

1. Demolition permits and other associated fees or taxes
2. Utility disconnection, removal, relocation, capping or re-supporting
3. Soil testing
4. Temporary dust, noise or weather protection partitions
5. Shoring, bracing, underpinning or installation of lintels
6. Erosion control
7. Clearing or grubbing
8. Removal of trees and shrubbery
9. Site work demolition
10. OSHA barricades and or fall protection at openings
11. Temporary site fencing
12. Shift work or overtime
13. Temporary utilities
14. Utility identification and marking
15. The handling of or removal of underground storage tanks, contaminated soil or underground utilities
16. Cleaning or purging of tanks and or lines
17. Removal of underground utilities
18. Special handling of florescent light tubes or fixtures
19. Layout
20. Landscape restoration
21. Compaction testing of backfill material
22. Well and septic closures and abandonments

Assumptions, Clarifications and/or Notes:

1. Shoring & Engineering if required to be provided by others
2. Utilities to be disconnected by others
3. All testing other than listed in furnished scope will be by others
4. If any live ammunition is discovered it will be properly removed by others

Bid Total

| | |
|---------------|--------------|
| Indoor Range | \$ 25,830.00 |
| Outdoor Range | \$ 57,630.00 |
| Total | \$ 83,460.00 |

Submitted By:
Allen Dejewski
Vice President
AD
Bid # 21056

NOTE:

This quote is based on NO retention being held on EMPIRE'S WORK and contingent on a mutually acceptable contract.

This proposal will expire 90 days after the date of this proposal unless extended by EMPIRE.

If accepted this proposal is subject to the general terms and conditions of EMPIRE WRECKING CO. OF READING, PA. INC., and verification of credit and funding if required.

ACCEPTANCE:

The terms and conditions of this proposal are hereby accepted in full
this _____ day of _____, 2021

SIGNED: _____

TITLE: _____



Job Order

| | | | |
|--|---|--|---------------------------|
| JOC Contract No.: KPN-201801JOCC-30 | | | |
| <input checked="" type="checkbox"/> New Job Order | | <input type="checkbox"/> Modify an Existing Job Order | |
| Job Order Number: | 085537.00 | | |
| Job Order Title: | Upper Merion Twp Police Dept Soil Remediation | | |
| Contact: | Geoff Hickman | Contractor Name: | S.J. Thomas Company, Inc. |
| Phone: | 6102058501 | Contact: | Paul McNichol |
| | | Phone: | 6106223720 |

| | |
|--|--|
| Work to be Performed | |
| Work to be performed as per the Final Scope of Work and the Price Proposal dated , and as per the terms and conditions of JOC Contract No KPN-201801JOCC-30. | |
| <u>Brief Task Order Description:</u> | |
| This is a soil remediation project at the outdoor firing range of the Upper Merion Police Department. The scope of work includes the soil washing of surficial soils throughout the entire outdoor range; the excavation, transportation, and disposal of outdoor firing range impacted soils; and backfilling with certified clean fill material. | |

| | | |
|----------------------------|--------------------------------------|---|
| Time of Performance | Estimated Start Date: | |
| | Estimated Completion Date: | |
| Liquidated Damages | Will apply: <input type="checkbox"/> | Will NOT apply: <input checked="" type="checkbox"/> |

| |
|-------------------------------|
| Validation Information |
| |

| |
|------------------------------------|
| Job Order Firm Fixed Price: |
| Owner Purchase Order: |

Approvals

Project Manager Date

Contractor Representative Date

Agency Representative Date

Agency Representative Date

Agency Representative Date

Agency Representative Date



Scope of Work

To: Paul McNichol
S.J. Thomas Company, Inc.
140 Bantram Ave.
Landsdown, PA 19050
(610) 622-3720

From: Geoff Hickman
Upper Merion Township
No Address Input
6102058501

Job Order No: 085537.00
Job Order Title: Upper Merion Twp Police Dept Soil Remediation

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Subject to the terms and conditions of JOC Contract KPN-201801JOCC-30.

Geoff Hickman, Requestor

Date

Paul McNichol, Project Manager/Estimator

Date

The final price submitted for non pre-priced task shall be according to the following formula:

- A= Hourly Labor Rate (Trades not in Construction Task Catalog®)*
- B= Direct Material Costs (supported by three quotes)*
- C= Direct Equipment Costs (Equipment not in Construction Task Catalog®)*
- D= Subcontractor Costs (supported by three quotes)*
- E= Approved Overhead on Labor e.g. 40%*
- F= Allowable Overhead and Profit= (A+B+C) x 15%*
- G= Subcontractor Allowance = D x 10%*
- Total Cost = A + B + C + D + E + F +G / .9395*

A= Hourly Labor Rate with Fringes (Trades not in Construction Task Catalog®)

Trade: _____ Classification: _____

Rate: _____ Total Hours: _____ Total _____

Add additional trades on separate sheet

Total Cost _____ A

B=Direct Material Costs (supported by three quotes)

Material Name: _____ Material Cost _____

Summary of quotes 1: _____ 2: _____ 3: _____

Total Cost _____ B

Attach Quotes, and Breakdown

C=Direct Equipment Costs (Equipment not in Construction Task Catalog®)

Equipment name, include model number _____ direct cost _____

Attach receipt for equipment.

Total Cost _____ C

D= Subcontractor Costs (supported by three quotes)

Subcontractor Name Empire Wrecking _____ Primary
Trade _____

Summary of quotes 1: 83460 _____ 2: _____ 3: _____

Subcontractor cost _____

Attach Quotes, and Breakdown.

Total Cost 83460 _____ D

E= Approved Overhead on Labor Total Cost of Labor From A above _____ x 40% _____

Total Cost _____ E

F= Allowable Overhead and Profit A _____ + B _____ + C _____ x 15% _____

Total Cost _____ F

G= Subcontractor Allowance D 83460 _____ x 10% 8346 _____

Total Cost 91806 _____ G

Total Cost = A + B + C + D + E + F + G / .9395 = \$ 97,717.94 _____

Attach all worksheets and quotes to this page or Non Pre-Priced Task becomes invalid.



Prepared For:

January 20, 2021

To: SJ Thomas Co Inc.

Address: 140 Bartram Ave

Lansdowne, PA 19050

Attn: Paul McNichol

Re: Upper Merion Gun Range

Empire Services is pleased to provide this proposal for the following outlined scope of work:

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Indoor Range-

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Proposal Excludes:

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3. Soil testing
4. Temporary dust, noise or weather protection partitions
5. Shoring, bracing, underpinning or installation of lintels
6. Erosion control
7. Clearing or grubbing
8. Removal of trees and shrubbery
9. Site work demolition
10. OSHA barricades and or fall protection at openings
11. Temporary site fencing
12. Shift work or overtime
13. Temporary utilities
14. Utility identification and marking
15. The handling of or removal of underground storage tanks, contaminated soil or underground utilities
16. Cleaning or purging of tanks and or lines
17. Removal of underground utilities
18. Special handling of florescent light tubes or fixtures
19. Layout
20. Landscape restoration
21. Compaction testing of backfill material
22. Well and septic closures and abandonments

Assumptions, Clarifications and/or Notes:

1. Shoring & Engineering if required to be provided by others
2. Utilities to be disconnected by others
3. All testing other than listed in furnished scope will be by others
4. If any live ammunition is discovered it will be properly removed by others

Bid Total

| | |
|---------------|--------------|
| Indoor Range | \$ 25,830.00 |
| Outdoor Range | \$ 57,630.00 |
| Total | \$ 83,460.00 |

Submitted By:
Allen Dejewski
Vice President
AD
Bid # 21056

NOTE:

This quote is based on NO retention being held on EMPIRE'S WORK and contingent on a mutually acceptable contract.

This proposal will expire 90 days after the date of this proposal unless extended by EMPIRE.

If accepted this proposal is subject to the general terms and conditions of EMPIRE WRECKING CO. OF READING. PA. INC., and verification of credit and funding if required.

ACCEPTANCE:

The terms and conditions of this proposal are hereby accepted in full
this _____ day of _____, 2021

SIGNED: _____

TITLE: _____

RESOLUTION NO. 2021-07

DISPOSITION OF TOWNSHIP PERSONAL PROPERTY

WHEREAS, Upper Merion Township is the owner of certain personal property hereinafter described, which the Board has determined should be sold or otherwise disposed of; and

WHEREAS, the personal property in question has an estimated minimum sale value for each vehicle/equipment as listed below.

NOW, THEREFORE, in consideration of the foregoing, it is hereby resolved by the Board of Supervisors of Upper Merion Township, as follows:

Upper Merion Township shall dispose of the following personal property at auction:

Vehicle/Equipment

VIN. #

Ford Escape

1FMYU93116KD34286

Chevrolet Impala

2G1WC581569291503

RESOLVED, this 18th day of February, 2021, by the Board of Supervisors of Upper Merion Township.

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

ANTHONY HAMADAY
TOWNSHIP MANAGER

WILLIAM JENAWAY
CHAIRMAN

Vehicles and Equipment Assigned to Auction



Kelley Blue Book was used to estimate resale value.

| <i>Unit</i> | <i>Make/Model</i> | <i>Vin#</i> | <i>Year</i> | <i>Mileage</i> | <i>Condition</i> |
|--------------------|--------------------------|--------------------|--------------------|-----------------------|-------------------------|
| 555 | Ford Escape | 1GNEK13TX1J306282 | 2006 | 50245 | Fair |
| 84 | Chevy Impala | 2G1WC581569291503 | 2006 | 88246 | Poor |
| 47-1 | Chevy Tahoe | 1GNEK13TX1J306282 | 2001 | 96860 | Poor |



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

February 5, 2021

DELIVERED VIA EMAIL

Project No. 1808014K

Dan Russell, Director of Parks and Recreation
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406

RE: Crow Creek Trail – Application for Payment #3

Dear Mr. Russell:

We have reviewed Application for Payment #3 for the Crow Creek Trail project as submitted by James R. Kenney Excavating & Paving, Inc. (see attached).

James R. Kenney Excavating & Paving, Inc. requested payment for a total of \$204,972.50 of work completed in the period for Payment Application #3. We are in agreement with the quantities of work as submitted by James R. Kenney Excavating & Paving, Inc. Therefore, we recommend the payment of \$184,475.25 and withholding retainage in the amount of \$20,497.25. The Balance to Finish (which includes retainage) is \$1,297,533.25.

The Total Work completed through Payment Application #3 is \$540,907.50, which corresponds to 30.3% completion of the total contract.

Please note that soft/weak subgrade soil conditions have been experienced in a greater quantity than anticipated, which is due to the flooded conditions and high soil moisture content experienced over the last 30 days. Replacement of unsuitable subgrade material is a unit rate item. Our construction observer has tracked the quantities of unsuitable subgrade replacement performed by the Contractor. Currently, the quantity of unsuitable subgrade replacement exceeds the estimated quantity per the bid. Therefore, while a Change Order to adjust the Contract Price is not required immediately since current payments do not exceed the Contract Price, a Change Order to adjust final quantities and cost will likely be necessary. The Township should be aware that since the project is about 30% complete, it is anticipated that there will be additional costs for unsuitable subgrade replacement during the course of the project, making it likely that the Contract Price will need to be increased accordingly by a Change Order. The total quantity of unsuitable subgrade replacement cannot be predicted since it depends on actual weather and soil conditions experienced during construction, but the quantities will be tracked and reported to the Township on a monthly basis at minimum.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Ross A. Bickhart".

Ross A. Bickhart, PE
Project Manager
Gilmore & Associates, Inc.

cc: Anthony Hamaday, Upper Merion Township Manager
Christopher D. Burkett, PE, RLA, Gilmore & Associates, Inc.

BUILDING ON A FOUNDATION OF EXCELLENCE

119 East Linden Street | Kennett Square, PA 19348
Phone: 610-444-9006 | Fax: 610-444-7292
www.gilmore-assoc.com

Contractor's Application for Payment

| | | | |
|--------------------|-------------------------------------|----------------------------------|-----------|
| Owner: | UPPER MERION TOWNSHIP | Owner's Project No.: | UMT-01-20 |
| Engineer: | GILMORE & ASSOCIATES, INC. | Engineer's Project No.: | 1808014K |
| Contractor: | JAMES R. KENNEY EXCAVATING & PAVING | Contractor's Project No.: | |
| Project: | CROW CREEK TRAIL | | |
| Contract: | CROW CREEK TRAIL | | |

Application No.: 3 **Application Date:** 2/1/2021
Application Period: From 1/3/2021 to 2/1/2021

| | |
|--|-----------------|
| 1. Original Contract Price | \$ 1,784,350.00 |
| 2. Net change by Change Orders | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 1,784,350.00 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 540,907.50 |
| 5. Retainage | |
| a. <u>10%</u> X \$ <u>540,907.50</u> Work Completed = | \$ 54,090.75 |
| b. _____ X \$ _____ Stored Materials = | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 54,090.75 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 486,816.75 |
| 7. Less previous payments (Line 6 from prior application) | \$ 302,341.50 |
| 8. Amount due this application | \$ 184,475.25 |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | \$ 1,297,533.25 |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: JAMES R. KENNEY EXCAVATING & PAVING, INC.
Signature: *James R. Kenney* **Date:** 2/4/2021

| | |
|---|--------------------------|
| Recommended by Engineer: PRESIDENT | Approved by Owner |
| By: <u><i>Ron A. Brubaker</i></u> | By: _____ |
| Title: <u>Project Manager</u> | Title: _____ |
| Date: <u>2/5/21</u> | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
 Engineer: GILMORE & ASSOCIATES, INC.
 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
 Contract: CROW CREEK TRAIL

Owner's Project No.: UMT-01-20
 Engineer's Project No.: 1808014K
 Contractor's Project No.: JRK 3B 3A 2B 1F

Application No.: 3 Application Period: From 01/03/21 to 02/01/21 Application Date: 02/01/21

| Item No. | Description | Contract Value (\$) | Work Completed | | Contract Value (\$) | Contract Value (\$) | Percentage of Work Completed (%) | Balance to be Paid (\$) |
|----------|--|---------------------|----------------|----------|---------------------|---------------------|----------------------------------|-------------------------|
| | | | Planned | Actual | | | | |
| 3B.1 | CLEARING AND GRUBBING AND DEMOLITION | 8,500.00 | 8,500.00 | - | 8,500.00 | 100% | - | |
| 3B.2 | EROSION AND SEDIMENT CONTROL | 4,000.00 | 4,000.00 | - | 4,000.00 | 100% | - | |
| 3B.3 | INFILTRATION BASIN 3B.1 | 12,000.00 | 10,800.00 | - | 10,800.00 | 90% | 1,200.00 | |
| 3B.4 | INFILTRATION BASIN 3B.2 | 11,000.00 | 9,900.00 | - | 9,900.00 | 90% | 1,100.00 | |
| 3B.5 | STORM SEWER PIPING AND STRUCTURES | 9,500.00 | 7,600.00 | - | 7,600.00 | 80% | 1,900.00 | |
| 3B.6 | EARTHWORK | 9,500.00 | 7,600.00 | - | 7,600.00 | 80% | 1,900.00 | |
| 3B.7 | TRAIL PAVING | 34,300.00 | 12,860.00 | - | 12,860.00 | 37% | 21,440.00 | |
| 3B.8 | PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION | 5,000.00 | 5,000.00 | - | 5,000.00 | 100% | - | |
| 3B.9 | MAINTENANCE AND PROTECTION OF TRAFFIC | 4,500.00 | 2,250.00 | - | 2,250.00 | 50% | 2,250.00 | |
| 3B.10 | CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT | 4,000.00 | 3,600.00 | - | 3,600.00 | 90% | 400.00 | |
| 3B.11 | UNPAVED GROUND RESTORATION | 5,000.00 | 2,500.00 | - | 2,500.00 | 50% | 2,500.00 | |
| 3B.12 | ABRAMS ROAD (SR3029) CROSSWALK AND CURB RAMPS | 12,000.00 | 10,000.00 | - | 10,000.00 | 83% | 2,000.00 | |
| 3B.13 | BALANCE OF WORK | 6,500.00 | 3,275.00 | - | 3,275.00 | 50% | 3,225.00 | |
| 3A.1 | CLEARING AND GRUBBING AND DEMOLITION | 11,000.00 | 9,350.00 | - | 9,350.00 | 85% | 1,650.00 | |
| 3A.2 | EROSION AND SEDIMENT CONTROL | 8,500.00 | 7,650.00 | - | 7,650.00 | 90% | 850.00 | |
| 3A.3 | STORM SEWER PIPING AND STRUCTURES | 14,000.00 | 14,000.00 | - | 14,000.00 | 100% | - | |
| 3A.4 | EARTHWORK | 12,000.00 | 10,800.00 | - | 10,800.00 | 90% | 1,200.00 | |
| 3A.5 | TRAIL PAVING | 60,000.00 | 18,850.00 | - | 18,850.00 | 31% | 41,150.00 | |
| 3A.6 | PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION | 8,000.00 | - | - | - | 0% | 8,000.00 | |
| 3A.7 | FENCES | 5,000.00 | 1,250.00 | 3,225.00 | 4,475.00 | 90% | 525.00 | |
| 3A.8 | MAINTENANCE AND PROTECTION OF TRAFFIC | 4,500.00 | 1,125.00 | - | 1,125.00 | 25% | 3,375.00 | |
| 3A.9 | CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS | 7,500.00 | 5,625.00 | - | 5,625.00 | 75% | 1,875.00 | |
| 3A.10 | UNPAVED GROUND RESTORATION | 20,000.00 | 10,000.00 | - | 10,000.00 | 50% | 10,000.00 | |
| 3A.11 | TIMBER PEDESTRIAN BRIDGE | 28,000.00 | - | - | - | 0% | 28,000.00 | |
| 3A.12 | BEIDLER ROAD CURB RAMPS | 8,000.00 | - | - | - | 0% | 8,000.00 | |
| 3A.13 | BALANCE OF WORK | 7,500.00 | 3,750.00 | - | 3,750.00 | 50% | 3,750.00 | |
| 2B.1 | CLEARING AND GRUBBING AND DEMOLITION | 8,500.00 | 3,400.00 | 4,250.00 | 7,650.00 | 90% | 850.00 | |
| 2B.2 | EROSION AND SEDIMENT CONTROL | 18,000.00 | 9,000.00 | 7,000.00 | 16,000.00 | 89% | 2,000.00 | |
| 2B.3 | EARTHWORK | 25,000.00 | 12,500.00 | - | 12,500.00 | 50% | 12,500.00 | |
| 2B.4 | TRAIL PAVING | 135,800.00 | 48,000.00 | - | 48,000.00 | 35% | 87,800.00 | |

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

| | | | |
|--------------------|--|----------------------------------|-----------------|
| Owner: | UPPER MERION TOWNSHIP | Owner's Project No.: | UMT-01-20 |
| Engineer: | GILMORE & ASSOCIATES, INC. | Engineer's Project No.: | 1808014K |
| Contractor: | JAMES R. KENNEY EXCAVATING & PAVING INC. | Contractor's Project No.: | JRK 3B 3A 2B 1F |
| Project: | CROW CREEK TRAIL | | |
| Contract: | CROW CREEK TRAIL | | |

Application No.: 3 Application Period: From 01/03/21 to 02/01/21 Application Date: 02/01/21

| Item No. | Description | Total Value (\$) | Contract Value (\$) | | Contract Value (\$) | Contract Value (\$) | Contract Value (\$) | Contract Value (\$) | Contract Value (\$) |
|----------|---|------------------|---------------------|-----------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | | Original | Change | | | | | |
| 2B.5 | PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION | 12,000.00 | | - | | | | 0% | 12,000.00 |
| 2B.6 | FENCES | 5,000.00 | | - | | | | 0% | 5,000.00 |
| 2B.7 | MAINTENANCE AND PROTECTION OF TRAFFIC | 5,000.00 | 1,250.00 | - | 1,250.00 | | | 25% | 3,750.00 |
| 2B.8 | CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS | 7,500.00 | 3,750.00 | - | 3,750.00 | | | 50% | 3,750.00 |
| 2B.9 | UNPAVED GROUND RESTORATION | 18,000.00 | 3,600.00 | 7,200.00 | 10,800.00 | | | 60% | 7,200.00 |
| 2B.10 | INSTALL STEEL PEDESTRIAN BRIDGE AND PRECAST CONCRETE ABUTMENTS (NORTH BRIDGE) | 40,000.00 | | - | | | | 0% | 40,000.00 |
| 2B.11 | CONSTRUCTION HAUL ROAD | 50,000.00 | 40,000.00 | - | 40,000.00 | | | 80% | 10,000.00 |
| 2B.12 | RETAINING WALLS | 52,500.00 | | - | | | | 0% | 52,500.00 |
| 2B.13 | COVERED BRIDGE ROAD ROADWAY AND SIDEWALK IMPROVEMENTS | 12,000.00 | | - | | | | 0% | 12,000.00 |
| 2B.14 | TEMPORARY STREAM CROSSING | 11,000.00 | 9,900.00 | - | 9,900.00 | | | 90% | 1,100.00 |
| 2B.15 | BALANCE OF WORK | 8,500.00 | 4,250.00 | - | 4,250.00 | | | 50% | 4,250.00 |
| | | | | | | | | | |
| 1F.1 | CLEARING AND GRUBBING AND DEMOLITION | 18,000.00 | | 9,000.00 | 9,000.00 | | | 50% | 9,000.00 |
| 1F.2 | EROSION AND SEDIMENT CONTROL | 15,000.00 | | 7,500.00 | 7,500.00 | | | 50% | 7,500.00 |
| 1F.3 | INFILTRATION BED 1F.1 | 25,000.00 | 20,000.00 | | 20,000.00 | | | 80% | 5,000.00 |
| 1F.4 | INFILTRATION BED 1F.2 | 22,000.00 | 17,600.00 | | 17,600.00 | | | 80% | 4,400.00 |
| 1F.5 | INFILTRATION BED 1F.3 | 23,000.00 | | - | | | | 0% | 23,000.00 |
| 1F.6 | STORM SEWER PIPING AND STRUCTURES | 56,000.00 | | 11,200.00 | 11,200.00 | | | 20% | 44,800.00 |
| 1F.7 | EARTHWORK | 17,500.00 | | 5,250.00 | 5,250.00 | | | 30% | 12,250.00 |
| 1F.8 | TRAIL PAVING | -124,150.00 | | 22,600.00 | 2,600.00 | | | 2% | -101,550.00 |
| 1F.9 | PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION | 15,000.00 | | - | | | | 0% | 15,000.00 |
| 1F.10 | FENCES | 7,500.00 | | - | | | | 0% | 7,500.00 |
| 1F.11 | MAINTENANCE AND PROTECTION OF TRAFFIC | 5,000.00 | | - | | | | 0% | 5,000.00 |
| 1F.12 | CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS | 8,550.00 | | 4,275.00 | 4,275.00 | | | 50% | 4,275.00 |
| 1F.13 | UNPAVED GROUND RESTORATION | 12,000.00 | | - | | | | 0% | 12,000.00 |
| 1F.14 | INSTALL STEEL PEDESTRIAN BRIDGE AND PRECAST CONCRETE ABUTMENTS (SOUTH BRIDGE) | 40,000.00 | | - | | | | 0% | 40,000.00 |
| 1F.15 | CONSTRUCTION HAUL ROAD | 25,000.00 | | - | | | | 0% | 25,000.00 |
| 1F.16 | RETAINING WALLS | 154,000.00 | | - | | | | 0% | 154,000.00 |

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
 Engineer: GILMORE & ASSOCIATES, INC.
 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
 Contract: CROW CREEK TRAIL

Owner's Project No.: UMT-01-20
 Engineer's Project No.: 1808014K
 Contractor's Project No.: JRK 3B 3A 2B 1F

Application No.: 3 Application Period: From 01/03/21 to 02/01/21 Application Date: 02/01/21

| Item No. | Description | Scheduled Value (\$) | Work Complete (\$) | Value of Work in Progress (\$) | Value of Work to be Completed (\$) | Value of Work to be Completed (\$) | Percentage Complete (%) | Balance of Work (\$) |
|---------------------------------|---|------------------------|----------------------|--------------------------------|------------------------------------|------------------------------------|-------------------------|------------------------|
| 1F.17 | KEEBLER ROAD FLASHING BEACON AND ROADWAY AND SIDEWALK IMPROVEMENTS | 90,000.00 | - | - | - | - | 0% | 90,000.00 |
| 1F.18 | BALANCE OF WORK | 8,000.00 | - | - | - | - | 0% | 8,000.00 |
| 1A.1 | CLEARING AND GRUBBING AND DEMOLITION | 18,000.00 | - | - | - | - | 0% | 18,000.00 |
| 1A.2 | EROSION AND SEDIMENT CONTROL | 12,000.00 | - | - | - | - | 0% | 12,000.00 |
| 1A.3 | INFILTRATION BED 1A | 45,000.00 | - | - | - | - | 0% | 45,000.00 |
| 1A.4 | STORM SEWER PIPING AND STRUCTURES | 25,000.00 | - | - | - | - | 0% | 25,000.00 |
| 1A.5 | EARTHWORK | 12,000.00 | - | - | - | - | 0% | 12,000.00 |
| 1A.6 | TRAIL PAVING | 96,050.00 | - | - | - | - | 0% | 96,050.00 |
| 1A.7 | PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION | 5,000.00 | - | - | - | - | 0% | 5,000.00 |
| 1A.8 | FENCES | 2,000.00 | - | - | - | - | 0% | 2,000.00 |
| 1A.9 | MAINTENANCE AND PROTECTION OF TRAFFIC | 2,000.00 | - | - | - | - | 0% | 2,000.00 |
| 1A.10 | CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT | 6,500.00 | - | - | - | - | 0% | 6,500.00 |
| 1A.11 | UNPAVED GROUND RESTORATION | 7,500.00 | - | - | - | - | 0% | 7,500.00 |
| 1A.12 | TIMBER PEDESTRIAN BRIDGE | 28,000.00 | - | - | - | - | 0% | 28,000.00 |
| 1A.13 | BALANCE OF WORK | 6,000.00 | - | - | - | - | 0% | 6,000.00 |
| 1 BASE | MOBILIZATION / DEMOBILIZATION | 25,000.00 | 7,000.00 | - | - | 7,000.00 | 28% | 18,000.00 |
| 2 BASE | STATES ALLOWANCE FOR ADDITIONAL WORK OVER AND ABOVE THAT REQUIRED BY THE CONTRACT DOCUMENTS AS AUTHORIZED BY THE OWNER IN WRITING AND NOT TO EXCEED OF \$50,000 | 50,000.00 | - | 8,472.50 | - | 8,472.50 | 17% | 41,527.50 |
| 3 BASE | UNSUITABLE SUBGRADE MATERIALS | 20,000.00 | 23,000.00 | 77,400.00 | - | 100,400.00 | 502% | (80,400.00) |
| 4 BASE | REGULATED SOIL MATERIALS | 30,000.00 | - | - | - | - | 0% | 30,000.00 |
| Original Contract Totals | | \$ 1,784,350.00 | \$ 335,972.50 | \$ 209,972.50 | \$ 540,807.50 | \$ 540,807.50 | 30% | \$ 1,243,442.50 |

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

| | | | |
|--------------------|--|----------------------------------|-----------------|
| Owner: | UPPER MERION TOWNSHIP | Owner's Project No.: | UMT-01-20 |
| Engineer: | GILMORE & ASSOCIATES, INC. | Engineer's Project No.: | 1808014K |
| Contractor: | JAMES R. KENNEY EXCAVATING & PAVING INC. | Contractor's Project No.: | JRK 3B 3A 2B 1F |
| Project: | CROW CREEK TRAIL | | |
| Contract: | CROW CREEK TRAIL | | |

| Application No.: | 3 | Application Period: | From | 01/03/21 | to | 02/01/21 | Application Date: | 02/01/21 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------|----------------------------|-----------------|----------------|---------------|------------------------------|-----------------------------|------------------------------|------|-------------------|--------------|-------|----------------|---------------|------------------------------|-----------------------------|------------------------------|---------------------|----|----|----|----|----|--|--|--|-----------------------|-----------------|---------------|-----------------|----|--------------|-----|----|-----------------|
| <table border="1"> <thead> <tr> <th>Item</th> <th>Original Contract</th> <th>Change Order</th> <th>Total</th> <th>Contract Value</th> <th>Value of Work</th> <th>Percentage of Contract Value</th> <th>Percentage of Value of Work</th> <th>Percentage of Contract Value</th> </tr> </thead> <tbody> <tr> <td>Change Order Totals</td> <td>\$</td> <td>\$</td> <td>\$</td> <td>\$</td> <td>\$</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Totals</td> <td>\$ 1,784,850.00</td> <td>\$ 325,935.00</td> <td>\$ 2,110,785.00</td> <td>\$</td> <td>\$ 40,907.50</td> <td>30%</td> <td>\$</td> <td>\$ 1,243,422.50</td> </tr> </tbody> </table> | | | | | | | | | Item | Original Contract | Change Order | Total | Contract Value | Value of Work | Percentage of Contract Value | Percentage of Value of Work | Percentage of Contract Value | Change Order Totals | \$ | \$ | \$ | \$ | \$ | | | | Project Totals | \$ 1,784,850.00 | \$ 325,935.00 | \$ 2,110,785.00 | \$ | \$ 40,907.50 | 30% | \$ | \$ 1,243,422.50 |
| Item | Original Contract | Change Order | Total | Contract Value | Value of Work | Percentage of Contract Value | Percentage of Value of Work | Percentage of Contract Value | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Change Order Totals | \$ | \$ | \$ | \$ | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Totals | \$ 1,784,850.00 | \$ 325,935.00 | \$ 2,110,785.00 | \$ | \$ 40,907.50 | 30% | \$ | \$ 1,243,422.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

JAMES R. KENNEY

PROPOSAL

Excavating & Paving, Inc.
 3950 Germantown Pike
 Collegeville, PA 19426

| | |
|------------|------------|
| DATE | PROPOSAL # |
| 12/18/2020 | 11-730 |

JRKPaving@aol.com

Proposal Submitted To _____

(P) 610-489-2345

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

(F) 610-489-4471

**** Trail Segment 3A alignment
 modification is per G&A sketch
 SK20201208 ****

| Crow Creek Trail | | | |
|---|-----|----------|----------|
| Scope of Work | QTY | RATE | TOTAL |
| Provide equipment and labor to remove backflow preventer | 1 | 600.00 | 600.00 |
| Provide equipment, labor and material to install 17LF of 21" aluminized T2-12ga pipe ; connect with marmac coupler | 1 | 2,700.00 | 2,700.00 |
| Re-install backflow preventer | 1 | 275.00 | 275.00 |
| Provide additional stone to cover 21" aluminized pipe and adjust grade to provide adequate slope approximately 40 tons 2A modified | 40 | 20.00 | 800.00 |
| Provide and install R-4 rip rap apron | 1 | 900.00 | 900.00 |
| Tree Removal Credit | 1 | -500.00 | -500.00 |
| JRK Inc.' Standard Limits and Exclusions - Any testing (unless specifically stated in the above proposal), will be at Owner's expense; any permits, stake out, tap in fees, rock excavation, uncharted utilities, buried debris, removal of unsuitable material and replacement of suitable material; including trees & stumps (unless specifically stated in the above proposal) work will be billed at T&M; hourly rates to be as follows: | | | |
| Foreman: \$85 Laborer: \$65 Operator: \$75 Backhoe w/ operator: \$175 Excavator w/ operator: \$225 Triaxle dump truck: \$110 Dump fees: to be determined cost per ton per landfill | | | |
| <p>No T&M work is permitted unless specifically approved by Engineer in writing or otherwise addressed by the Contract Documents</p> | | | |

James R. Kenney Excavating & Paving requires a 50% deposit

TOTAL \$4,775.00

CUSTOMER SIGNATURE _____

JAMES R. KENNEY

PROPOSAL

Excavating & Paving, Inc.
 3950 Germantown Pike
 Collegeville, PA 19426

| | |
|-----------|------------|
| DATE | PROPOSAL # |
| 1/15/2021 | 11-731 |

JRKPaving@aol.com

Proposal Submitted To _____

(P) 610-489-2345

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

(F) 610-489-4471

| Crow Creek Trail | | | |
|---|------|-------|----------|
| Scope of Work | QTY | RATE | TOTAL |
| Excavate and install 85 LF 4" perforated HDPE in basin 1F.2 as per plan provided by Ross at Gilmore | 43.5 | 85.00 | 3,697.50 |

James R. Kenney Excavating & Paving requires a 50% deposit

| | |
|--------------|-------------------|
| TOTAL | \$3,697.50 |
|--------------|-------------------|

CUSTOMER SIGNATURE _____



AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Intermediate Floor Fit-Out
400 Guthrie Rd, King of Pruss.

OWNER: *(name and address)*
Upper Merion Township
175 W. Valley Forge Rd
King of Prussia, PA 19406

CONTRACT INFORMATION:
Contract For: Plumbing
Date: 06/03/2020

ARCHITECT: *(name and address)*
Bernardon
10 N. High Street
West Chester, PA 19380

Architect's Project number: 2162.00-19
Proposal Request Number: 01
Proposal Request Date: 1/21/21

CONTRACTOR: *(name and address)*
F. W. Houder, Inc
183 Lancaster Ave.
Malvern, PA 19355

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission. *(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

- 1) Provide wall hung toilets and chair carriers instead of the specified floor mounted toilets. Wall hung toilets are a code requirement in this township.

Detail of costs:

(3) JR Smithh Carriers = \$1,261
(6) NH Band carrier connectors = \$143
(3) American standard wall hung toilets = \$2,340
Additional labor - \$4hr/carrier = \$1403.84
Total additional work \$5,147.84

CREDIT (3) American standard floor mount toilets = \$1299
CREDIT Labor = \$467.95
Total CREDIT \$1766.95

Proposed change order subtotal= \$3,380.90
Additional insurance= \$50.71
Subtotal = \$3,431,61
Bond increase = \$68.63
Subtotal = \$3500.24
Overhead = \$350.02
Subtotal= \$3850.27
Profit= \$385.03
Total cost of proposed change order= \$4,235,29

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Harold Griest - PC PM

PRINTED NAME AND TITLE

Document G701

Change Order

| | | |
|---|--|---|
| PROJECT: Intermediate Floor Fit-Out UMT Fire Station 56 400 Guthrie Road King of Prussia, PA 19406 | CHANGE ORDER NUMBER: 01 DATE: 02/10/2021 ARCHITECT'S PROJECT NO: 2162.00-19 | OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/> |
| TO OWNER: UPPER MERION TOWNSHIP 175 WEST VALLEY FORGE ROAD KING OF PRUSSIA, PA 19406 | CONTRACT DATE: 06/03/2020 CONTRACT FOR: ELECTRICAL WORK | |

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete six (6) duplex receptacles in dorm room #215.
Install six (6) USB charger receptacles in dorm room #215

| | | |
|--|----|--------------------|
| The original <u>Contract Sum</u> was | \$ | <u>\$75,391.00</u> |
| The net change by previously authorized Change Orders | \$ | <u>\$0.00</u> |
| The <u>Contract Sum</u> prior to this Change Order was | \$ | <u>\$75,391.00</u> |
| The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of | \$ | <u>\$250.68</u> |
| The new <u>Contract Sum</u> including this Change Order will be | \$ | <u>\$75,641.68</u> |
| The Contract Time will be <u>unchanged</u> by <enter days in words> () days | | |
| The date of Substantial Completion as of the date of this Change Order therefore is | | |

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

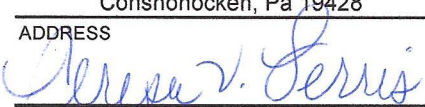
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bernardon
ARCHITECT (Firm name)
123 Justison Street, Suite 101
Wilmington, Delaware 19801
ADDRESS

BY (Signature)

Typed name

DATE

Whitemarsh Electric, Inc.
CONTRACTOR (Firm name)
300 Summit Avenue
Conshohocken, Pa 19428
ADDRESS

BY (Signature)
Teresa V. Ferris - President
Typed name
2/10/2021
DATE

Upper Merion Township
OWNER (Firm name)
175 West Valley Forge Road
King of Prussia, PA 19406
ADDRESS

BY (Signature)

Typed name

DATE

PROPOSED CHANGE ORDER

Whitemarsh Electric, Inc.
300 Summit Avenue
Conshohocken, PA 19428

CCN # **default**
Date: 1/21/2021
Project Name: UMT Intermediate Fit Out
Project Number: 5777
Page Number: 1

Client Address:

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

Work Description

Delete (6) duplex receptacle in dorm room #215.
Install (6) USB charger receptacles in dorm room #215.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within **10** days from the date of receipt.

We request a time extension of **3** days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN # default**.

Itemized Breakdown

| Description | Qty | Net Price | U | Total Mat. | Labor | U | Total Hrs. |
|-------------------------------------|----------|-----------|---|---------------|-------|---|-------------|
| 20A 125V DUPLEX REC - IVY (CS) | -6 | 153.00 | C | -9.18 | 20.00 | C | -1.20 |
| 20A 125V CHARGING DUPLEX RECEPTACLE | 6 | 3,130.00 | C | 187.80 | 25.00 | C | 1.50 |
| Totals | 0 | | | 178.62 | | | 0.30 |

Summary

| | | |
|-----------------------|----------------------|-----------------|
| General Materials | | 178.62 |
| Material Tax | (@ 7.000 %) | 12.50 |
| Material Total | | 191.12 |
| JOURNEYMAN | (0.30 Hrs @ \$86.41) | 25.92 |
| Subtotal | | 217.04 |
| Overhead | (@ 5.000 %) | 10.85 |
| Markup | (@ 10.000 %) | 22.79 |
| Subtotal | | 250.68 |
| Final Amount | | \$250.68 |

CONTRACTOR CERTIFICATION

Name: _____
Date: _____
Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Whitemarsh Electric, Inc.
300 Summit Avenue
Conshohocken, PA 19428

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

CCN # default
Date: 1/21/2021
Project Name: UMT Intermediate Fit Out
Project Number: 5777
Page Number: 2

| | |
|-------------------------------|-------|
| CCN #: default | _____ |
| Final Amount: \$250.68 | _____ |
| Name: | _____ |
| Date: | _____ |
| Signature: | _____ |
| Change Order #: | _____ |

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



****QUOTATION****

15 COLWELL LANE
 CONSHOHOCKEN, PA 19428-1878
 Phone: 610-832-9000 Fax: 610-941-8181
 Always Open! Shop.Rumsey.Com

| | |
|--|--------------|
| QUOTE DATE | QUOTE NUMBER |
| 01/19/21 | S5966154 |
| ORDER TO: | |
| RUMSEY ELECTRIC CO. 15 COLWELL LANE CONSHOHOCKEN, PA 19428-1878 Phone: 610-832-9000 Fax: 610-941-8181 | |
| Phone: 610-832-9000 Fax: 610-941-8181 | Pg 1 of 1 |

QUOTE TO:
 WHITEMARSH ELECTRIC
 ATTN: ACCOUNTS PAYABLE
 300 SUMMIT AVENUE
 CONSHOHOCKEN, PA 19428-2230

SHIP TO:
 WHITEMARSH ELECTRIC
 300 SUMMIT AVE
 CONSHOHOCKEN, PA 19428-2230

| | | | | |
|-----------------|-----------------------|------------------|-------------|-----------------|
| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | WEB ORDER NUMBER | SALESPERSON | ORDERED BY |
| 25854 | | | TORIO | |
| INSIDE SALES | SHIP VIA | TERMS | SHIP DATE | FREIGHT ALLOWED |
| SHOLLIDA | CONTR-CONTRACTOR | Net 30 Days | 01/19/21 | Yes |

| LN | ORDER QTY | DESCRIPTION | UNIT PRICE | NET AMOUNT |
|----|-----------|--|------------|------------|
| 1 | 1ea | HUBBELL WIRING CR20 BROWN DUPLEX RECEPTACLE 20A/125V. | 1.53E | 1.53 |
| 4 | 1ea | HUBBELL WIRING USB20A5 RCPT DUP 20A 125V 5A 5V USB PORT A BR | 31.33ea | 31.33 |

THIS IS A QUOTATION
 TAXES NOT INCLUDED!
 Refer to www.rumsey.com/termsandconditions
 for Terms and Conditions

| | |
|------------|--|
| Subtotal | |
| S&H CHGS | |
| Amount Due | |

USB Charger Receptacles and Outlets



Weather Resistant Receptacle Features

- Meets Section 406.9 of NEC®
- 5 Amp, 5 Volt USB output
- Type A&C USB ports
- Power indicating green LED light



Weather Resistant USB Charger Duplex Receptacles

| Description | Color | 15A 125V | 20A 125V |
|---|--|--|--|
| Type A&C USB Charger Receptacle, One Type A and one Type-C port configurations, high power 5 Amp, 5 Volt USB output, Tamper-Resistant USB ports rated 10,000 cycles; Commercial Grade | Black Brown Gray Ivory Light Almond White | USB15AC5BKWR USB15AC5WR USB15AC5GYWR USB15AC5IWR USB15AC5LAWR USB15AC5WWR | USB20AC5BKWR USB20AC5WR USB20AC5GYWR USB20AC5IWR USB20AC5LAWR USB20AC5WWR |

Note: Outdoor circuits should be GFCI protected per national and local electric codes.



USB15AC5WWR



Standard USB Charger Tamper-Resistant Duplex Receptacles

| Description | Color | 15A 125V | 20A 125V |
|---|--|--|--|
| Type-C USB Charger Receptacle, two Type-C port configurations, high power 5 Amp, 5 Volt USB output. | Black Brown Gray Ivory Light Almond White | USB15C5BK USB15C5 USB15C5GY USB15C5I USB15C5LA USB15C5W | USB20C5BK USB20C5 USB20C5GY USB20C5I USB20C5LA USB20C5W |
| Type A&C USB Charger Receptacle, one Type A and one Type-C port configuration, high power 5 Amp, 5 Volt USB output. | Black Brown Gray Ivory Light Almond White | USB15AC5BK USB15AC5 USB15AC5GY USB15AC5I USB15AC5LA USB15AC5W | USB20AC5BK USB20AC5 USB20AC5GY USB20AC5I USB20AC5LA USB20AC5W |
| Type A USB Charger Receptacle, two Type A port configurations, high power 5 Amp, 5 Volt USB output. | Black Brown Gray Ivory Light Almond White | USB15A5BK USB15A5 USB15A5GY USB15A5I USB15A5LA USB15A5W | USB20A5BK USB20A5 USB20A5GY USB20A5I USB20A5LA USB20A5W |

Note: See page Tech-10 for Tamper-Resistant description.
See section M for Hospital grade series.



USB15C5W



USB15AC5W



USB20A5W

4 Port USB Charger Outlets

| Description | Color | Catalog Number |
|--|--|--|
| USB Charger Outlets, 4 USB ports, two Type A & two Type-C ports, 5 Amp up to 9 Volt DC, Style Line® decorator. | Black Brown Gray Ivory Light Almond White | USB4ACBK USB4AC USB4ACGY USB4ACI USB4ACLA USB4ACW |



Switch Combo Outlets

| Description | Color | Catalog Number |
|--|--|--|
| Switch Combo Outlet, two USB type 2.0 ports, 2.1 Amp, 5 Volt DC, Style Line® decorator | Black Brown Gray Ivory Light Almond White | USB102BK USB102 USB102GY USB102I USB102LA USB102W |



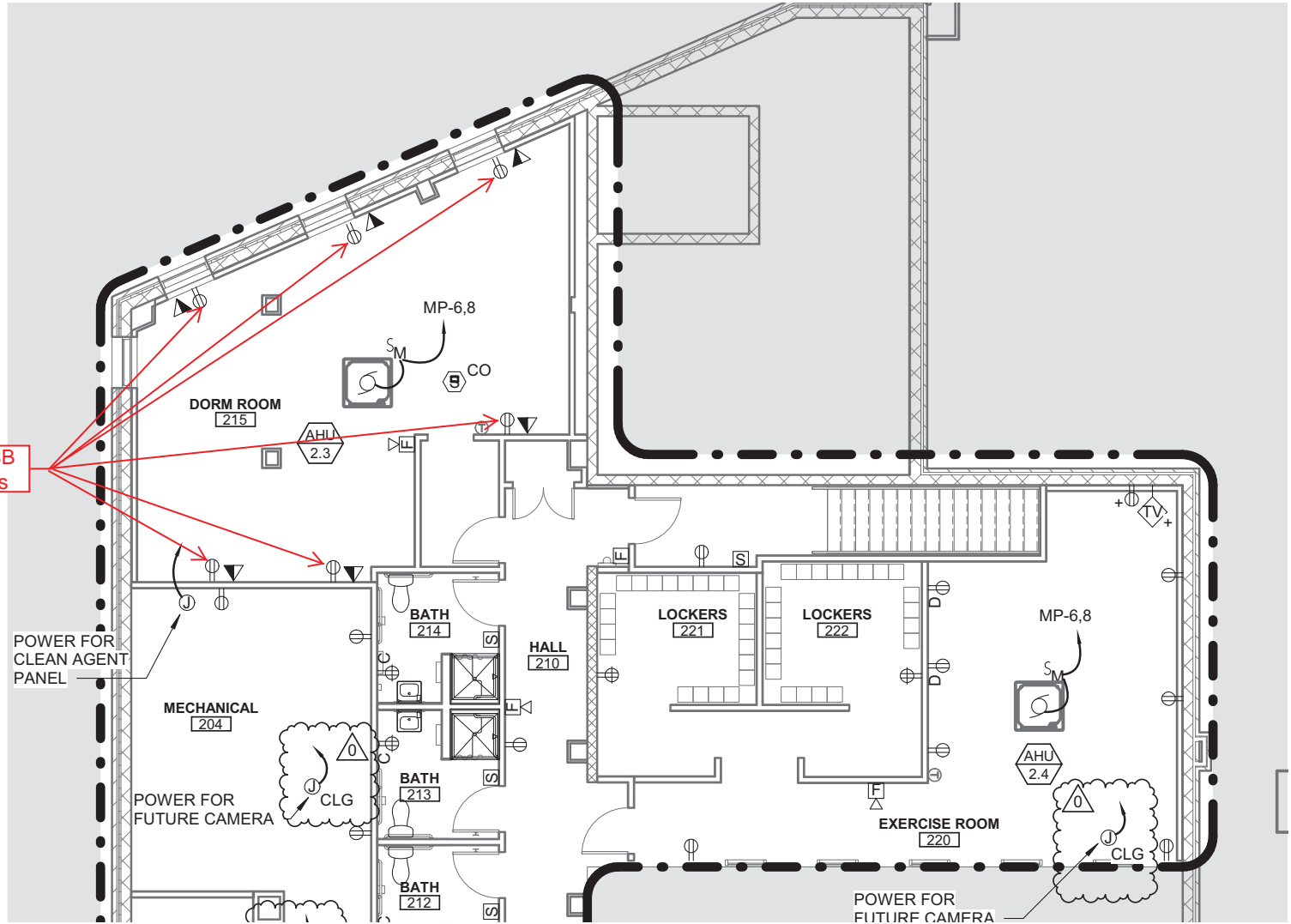
USB102W



USB4ACW

NEC® is a registered trademark of the National Fire Protection Association (NFPA).

Change to USB
charger outlets



Document G701

Change Order

| | | |
|---|--|---|
| PROJECT: Intermediate Floor Fit-Out UMT Fire Station 56 400 Guthrie Road King of Prussia, PA 19406 | CHANGE ORDER NUMBER: 02 DATE: 02/10/2021 ARCHITECT'S PROJECT NO: 2162.00-19 | OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/> |
| TO OWNER: UPPER MERION TOWNSHIP 175 WEST VALLEY FORGE ROAD KING OF PRUSSIA, PA 19406 | CONTRACT DATE: 06/03/2020 CONTRACT FOR: ELECTRICAL WORK | |

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

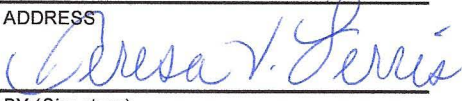
Add (3) duplex receptacles to server room #205

The original Contract Sum was \$ 75,391.00
The net change by previously authorized Change Orders \$ \$0.00
The Contract Sum prior to this Change Order was \$ 75,391.00
The Contract Sum will be increased by this Change Order in
the amount of \$ \$1,101.20
The new Contract Sum including this Change Order will be \$ \$76,492.20
The Contract Time will be unchanged by <enter days in words> () days
The date of Substantial Completion as of the date of this Change Order therefore is

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bernardon
ARCHITECT (Firm name)
123 Justison Street, Suite 101
Wilmington, Delaware 19801
ADDRESS
BY (Signature)
Typed name
DATE

Whitemarsh Electric, Inc.
CONTRACTOR (Firm name)
300 Summit Avenue
Conshohocken, Pa 19428
ADDRESS

BY (Signature)
Teresa V. Ferris - President
Typed name
2/10/2021
DATE

Upper Merion Township
OWNER (Firm name)
175 West Valley Forge Road
King of Prussia, PA 19406
ADDRESS
BY (Signature)
Typed name
DATE

PROPOSED CHANGE ORDER

Whitemarsh Electric, Inc.
 300 Summit Avenue
 Conshohocken, PA 19428

CCN # 2
Date: 1/21/2021
Project Name: UMT Intermediate Fit Out
Project Number: 5777
Page Number: 1

Client Address:

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

Work Description

Add (3) duplex receptacles to server room #205.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within **10** days from the date of receipt.

We request a time extension of **3** days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN # 2**.

Itemized Breakdown

| Description | Qty | Net Price | U | Total Mat. | Labor | U | Total Hrs. |
|--|------------|-----------|---|---------------|-------|---|-------------|
| 3/4" EMT CONDUIT | 12 | 108.00 | C | 12.96 | 4.40 | C | 0.53 |
| 3/4" EMT DC SS CONN | 3 | 29.00 | C | 0.87 | 12.50 | C | 0.38 |
| 3/4" EMT DC SS CPLG | 3 | 15.50 | C | 0.47 | 0.00 | C | 0.00 |
| 3/4" EMT 90 DEG ELBOW | 9 | 240.20 | C | 21.62 | 25.00 | C | 2.25 |
| 3/4" SPRING STL CONDUIT CLAMP W/ BOLT | 3 | 47.00 | C | 1.41 | 7.50 | C | 0.23 |
| #12 THHN BLACK | 45 | 106.00 | M | 4.77 | 6.44 | M | 0.29 |
| #12/2C CU MC CABLE AL ARMOR | 36 | 466.00 | M | 16.78 | 19.75 | M | 0.71 |
| 3/8" AC-90/MC DC DUPLEX CONN | 3 | 128.00 | C | 3.84 | 13.50 | C | 0.41 |
| B2-1 RED WIRE CONN | 3 | 135.00 | C | 4.05 | 7.50 | C | 0.23 |
| ORG 3-PORT PUSH-IN CONN (#20-12) | 3 | 0.20 | E | 0.60 | 0.11 | E | 0.33 |
| DEV BOX 2 1/2" DEEP AC-90 CLAMP REWORK | 3 | 719.18 | C | 21.58 | 27.50 | C | 0.82 |
| 4x1 1/2" SQ BOX COMB KO | 3 | 110.00 | C | 3.30 | 28.75 | C | 0.86 |
| 4" SQ BLANK COVER | 3 | 51.00 | C | 1.53 | 3.13 | C | 0.09 |
| 1G DUPLEX REC PLATE - 302 S/S | 3 | 94.00 | C | 2.82 | 3.38 | C | 0.10 |
| 20A 125V DUPLEX REC - IVY (CS) | 3 | 266.00 | C | 7.98 | 18.75 | C | 0.56 |
| 1/4-20x 1/2 BOLT - PLTD STL | 3 | 7.00 | C | 0.21 | 3.75 | C | 0.11 |
| 1/4-20 BEAM CLAMP | 3 | 90.00 | C | 2.70 | 10.00 | C | 0.30 |
| #12 GROUND TAIL | 4 | 50.00 | C | 2.00 | 8.30 | C | 0.33 |
| Totals | 145 | | | 109.47 | | | 8.53 |

Summary

| | | |
|-------------------------|----------------------|---------------|
| General Materials | | 109.47 |
| Material Tax | (@ 7.000 %) | 7.66 |
| Material Total | | 117.13 |
| FOREMAN @ 100% | (8.53 Hrs @ \$86.78) | 740.23 |
| PROJECT MANAGER @ 12.5% | (1.07 Hrs @ \$89.78) | 96.06 |
| Subtotal | | 953.42 |
| Overhead | (@ 5.000 %) | 47.67 |

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Whitemarsh Electric, Inc.
300 Summit Avenue
Conshohocken, PA 19428

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

CCN # 2
Date: 1/21/2021
Project Name: UMT Intermediate Fit Out
Project Number: 5777
Page Number: 2

Summary (Cont'd)

| | | |
|---------------------|--------------|-------------------|
| Markup | (@ 10.000 %) | 100.11 |
| Subtotal | | 1,101.20 |
| Final Amount | | \$1,101.20 |

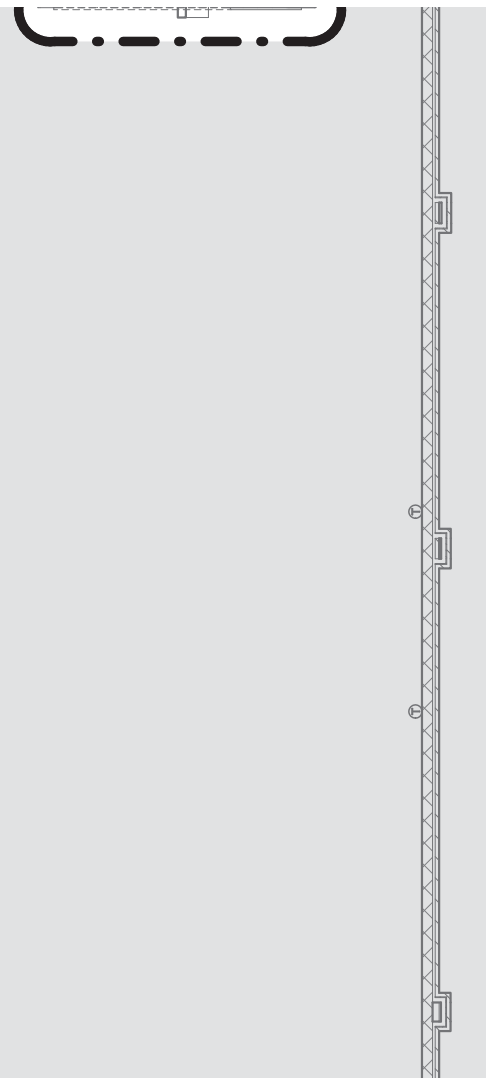
CONTRACTOR CERTIFICATION

| |
|--|
| Name: _____ |
| Date: _____ |
| Signature: _____ |
| I hereby certify that this quotation is complete and accurate based on the information provided. |

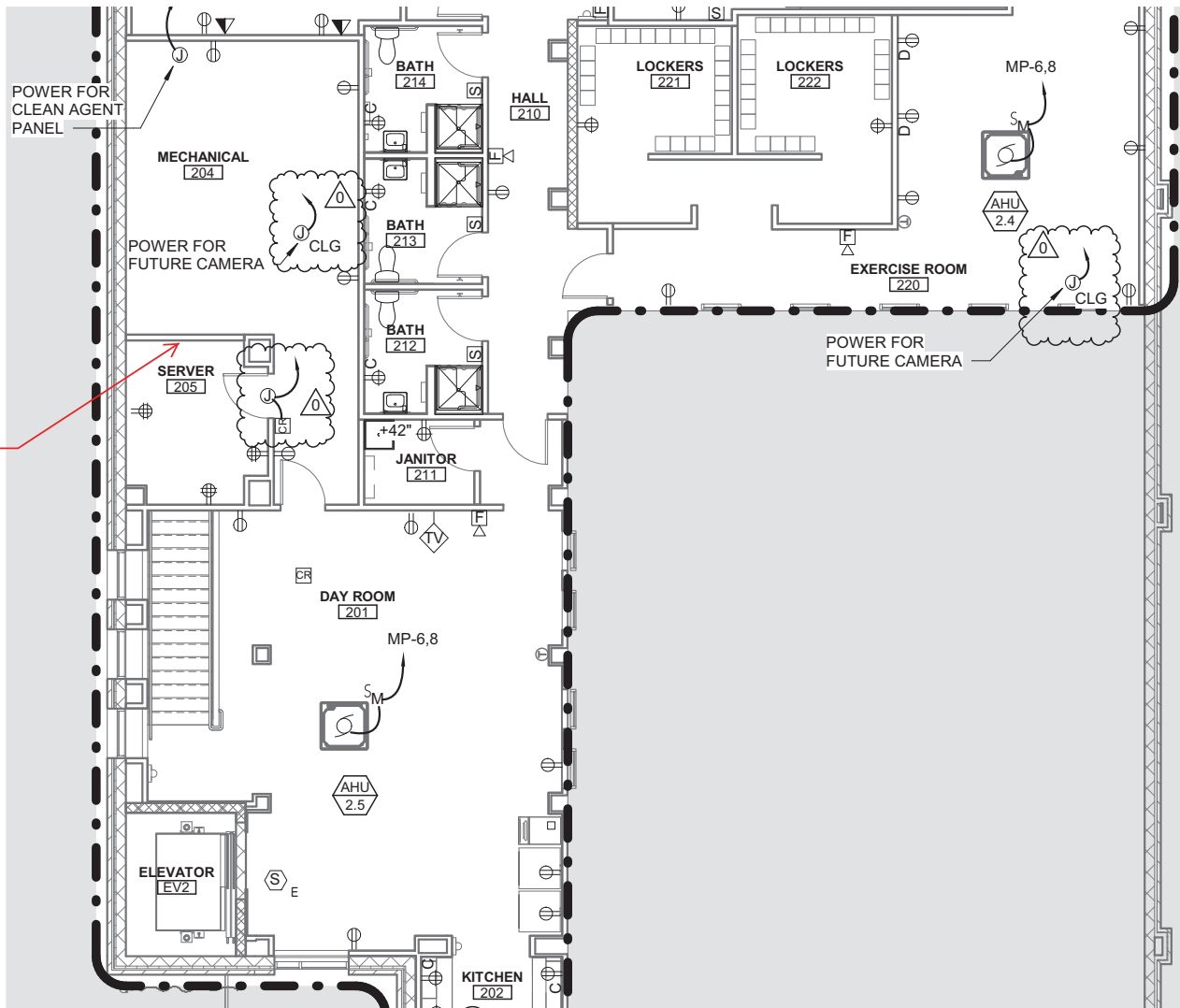
CLIENT ACCEPTANCE

| | |
|---|-------|
| CCN #: 2 | _____ |
| Final Amount: \$1,101.20 | _____ |
| Name: | _____ |
| Date: | _____ |
| Signature: | _____ |
| Change Order #: | _____ |
| I hereby accept this quotation and authorize the contractor to complete the above described work. | |

ORIGINAL



ADD (3) DUPLEX RECEPTACLES THIS LOCATION



BERNARDON

ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

February 4, 2021

Geoff Hickman
c/o Director of Public Works
175 West Valley Forge Road
King of Prussia, PA 19406

RE: Intermediate Floor Fit-out for UMT Fire Station 56
Contract 1 Application for Payment No. 6
Bernardon Project No. 2162.00-19

Dear Mr. Hickman:

We have reviewed the Contract 1 Application for Payment No. 6 as submitted by The Fayette Group, Inc. for the above-referenced project. Based on on-site observations and the data comprising the Application for Payment, the Architect certifies to the Owner that, to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. Therefore, we are recommending payment of 31,065.00 to The Fayette Group, Inc.

As noted in the Change Order Summary on Page 1, Application for Payment No. 6 does not include any approved Change Orders this month. As a result, there is no change to the total contract sum to date of \$477,921.00.

Included please find copy of the executed Certificate for Payment for your records. Please do not hesitate to contact me if you have any questions.

Sincerely,

Douglas Perry, AIA, LEED AP
Bernardon
A Professional Corporation

Enclosures

cc: A&E Construction Co. and Valley Forge Storage Venture, LLC.

W:\2162.01-19 UMT Fire Station 56\Documents\ProjData\Pay Apps\Contract 1 - The Fayette Group, Inc\Pay App 06

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 2 PAGES

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

PROJECT: Intermediate Floor Fit-out for UMT Fire Station
400 Guthrie Road,
King of Prussia, PA 19406

APPLICATION NO.: 6
PERIOD TO: 01/29/2021
PROJECT NOS.:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: The Fayette Group, Inc.
1651 North Wales Road
Norristown, PA 19403

VIA ARCHITECT: Bernardon PC
10 North High Street, Suite 310
West Chester PA 19380

CONTRACT DATE: 01/29/2021

CONTRACT FOR: Intermediate Floor Fit-out for UMT Fire Station 56

CONTRACTOR'S APPLICATION FOR PAYMENT

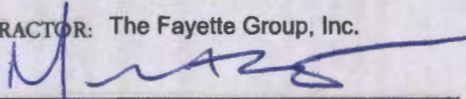
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 477,921.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 477,921.00
4. TOTAL COMPLETED & STORED TO DATE \$ 379,911.00
(Column G on G703)
5. RETAINAGE:
 - a. 5% of Completed Work \$ 18,995.55
(Columns D + E on G703)
 - b. 5% of Stored Material \$ 0.00
(Column F on G703)
 Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 18,995.55
6. TOTAL EARNED LESS RETAINAGE \$ 360,915.45
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 329,850.45
8. CURRENT PAYMENT DUE \$ 31,065.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 117,005.55

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

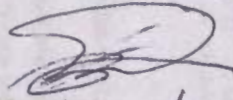
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: The Fayette Group, Inc.

By: 
Matthew J DiPaolo, II, Sec/Treas
State of: Pennsylvania
County of: Montgomery
Subscribed and sworn to before
me this 29th day of January, 2021

Date: 01/29/2021

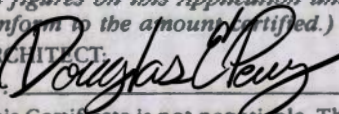
Commonwealth of Pennsylvania - Notary Seal
Isaiah Dickens, Notary Public
Montgomery County
My commission expires November 8, 2022
Commission number 1266411
Member, Pennsylvania Association of Notaries

Notary Public: 
My Commission expires: Nov 8, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 31,065.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: 
Date: February 4, 2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 6

APPLICATION DATE: 01/29/2021

PERIOD TO: 01/29/2021

ARCHITECT'S PROJECT NO.:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE) RATE |
|---------------|--------------------------------|----------------------|-----------------------------------|-------------|---|---|------|--------------------------------|-----------------------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | % (G + C) | | | |
| | | | | | | | | | |
| 1 | Mobilization Bonds & Insurance | \$24,000.00 | \$24,000.00 | \$0.00 | \$0.00 | \$24,000.00 | 100% | \$0.00 | \$1,200.00 |
| 2 | General Conditions | \$80,000.00 | \$56,000.00 | \$7,200.00 | \$0.00 | \$63,200.00 | 79% | \$16,800.00 | \$3,160.00 |
| 3 | Concrete | \$30,000.00 | \$30,000.00 | \$0.00 | \$0.00 | \$30,000.00 | 100% | \$0.00 | \$1,500.00 |
| 4 | Masonry | \$21,000.00 | \$21,000.00 | \$0.00 | \$0.00 | \$21,000.00 | 100% | \$0.00 | \$1,050.00 |
| 5 | Steel | \$128,000.00 | \$125,440.00 | \$0.00 | \$0.00 | \$125,440.00 | 98% | \$2,560.00 | \$6,272.00 |
| 6 | Fit-Out | \$45,521.00 | \$45,521.00 | \$0.00 | \$0.00 | \$45,521.00 | 100% | \$0.00 | \$2,276.05 |
| 7 | Millwork | \$10,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$10,500.00 | \$0.00 |
| 8 | Doors & Hardware | \$13,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$13,000.00 | \$0.00 |
| 9 | Drywall | \$37,000.00 | \$22,200.00 | \$11,100.00 | \$0.00 | \$33,300.00 | 90% | \$3,700.00 | \$1,665.00 |
| 10 | Ceramic Tile | \$13,000.00 | \$3,250.00 | \$5,850.00 | \$0.00 | \$9,100.00 | 70% | \$3,900.00 | \$455.00 |
| 11 | Acoustical Ceilings | \$10,700.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$10,700.00 | \$0.00 |
| 12 | Flooring | \$24,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$24,500.00 | \$0.00 |
| 13 | Painting | \$12,700.00 | \$0.00 | \$6,350.00 | \$0.00 | \$6,350.00 | 50% | \$6,350.00 | \$317.50 |
| 14 | Toilet Accessories | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$4,000.00 | \$0.00 |
| 15 | Fire Protection | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$2,000.00 | \$0.00 |
| 16 | Lockers | \$22,000.00 | \$19,800.00 | \$2,200.00 | \$0.00 | \$22,000.00 | 100% | \$0.00 | \$1,100.00 |
| TOTALS | | \$477,921.00 | \$347,211.00 | \$32,700.00 | \$0.00 | \$379,911.00 | 79% | \$98,010.00 | \$18,995.55 |



AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

1 DOCUMENT 006100 – PARTIAL WAIVER OF LIEN TO DATE

2 **PARTIAL WAIVER OF LIEN TO DATE**

3 **TO WHOM IT MAY CONCERN:**

4 WHEREAS the undersigned has been contracted by UPPER MERION TOWNSHIP

5 To furnish the Intermediate Floor Fit-out for UMT Fire Station 56

6 For the premises known as the UMT Fire Station 56, (hereinafter “the Project”).

7 Of which Upper Merion Township is the Owner.

8

9 In consideration of the sum of Thirty-One Thousand Sixty-Five dollars (\$ 31,065.00) paid on

10 account of labor and materials supplied through the 29th day of January, 2021, the receipt of which is

11 hereby acknowledged, and in consideration of other good and valuable benefits accruing to the undersigned, the

12 undersigned hereby execute(s) this Partial Waiver of Lien to Date in favor of each and every party owning the

13 property improved, in favor of The Fayette Group, Inc., and in favor of each and every party making

14 a loan on said real estate, as improved, and his or its successors and assigns, and in doing so the undersigned hereby

15 waive(s) and release(s) any and all lien or claim of, or right to lien that the undersigned, either have or has as

16 of the 29th day of January, 2021 to a lien upon the Project’s land, improvements,

17 material, fixtures, apparatus or machinery, by virtue of the laws of the state(s) wherein said land, material, fixtures,

18 apparatus or machinery is situate, or any amendments of said laws; and do(es) further warrant that the undersigned

19 has not or have not and will not assign the undersigned(s)’ claims for payments, nor right to perfect a lien against

20 said property, and that the undersigned have the right to execute this waiver and release thereof.

21 **Note:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,

22 corporate seal affixed and title of the officer signing waiver should be set fourth; if waiver is for a

23 partnership, the partnership name should be used, partners should sign and note partner designation.

24 **COMPANY:** The Fayette Group, Inc.

26 **ADDRESS:** 1651 North Wales Road
27 Norristown, PA 19403



SIGNATURE

01/29/2020

DATE

32 END OF DOCUMENT 006100

Doug Perry

From: Kevin Noone <knoone@aeconstruction.com>
Sent: Monday, February 1, 2021 5:18 PM
To: Doug Perry
Cc: Paul Fry; Fran Baylis; Mike Butcher; Rob Moss; Ryan McCormick; Paul Sgroi
Subject: EMS Billing January 2021
Attachments: A-duct January billing.pdf; Fayette Group January App 06 Executed with Waiver.pdf; FW Houder January Billing.pdf; Whitemarsh UMT Fit-Out_AIA 06-RV1_Jan 21_Exec.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Doug

Please see attached invoices from the Primes for the EMS Station. Four of the five Primes are submitting this month. FW Houder is not submitting for plumbing. Also, A and E has reviewed the percent billing on the invoices and feel they are consistent with what is complete on site.

Kevin M Noone
Project Manager
A&E Construction Co.
152 Garrett Road
Upper Darby, PA 19082
267-576-5659 (cell)
610-449-3152 (phone)
610-449-6325(fax)
www.aeconstruction.com

Office is closed for renovations. Please call 267-576-5659.



Celebrating over 40 years in business

BERNARDON

ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

February 4, 2021

Geoff Hickman
c/o Director of Public Works
175 West Valley Forge Road
King of Prussia, PA 19406

RE: Intermediate Floor Fit-out for UMT Fire Station 56
Contract 3 Application for Payment No. 6
Bernardon Project No. 2162.00-19

Dear Mr. Hickman:

We have reviewed the Contract 3 Application for Payment No. 6 as submitted by a-duct Mechanical LLC for the above-referenced project. Based on on-site observations and the data comprising the Application for Payment, the Architect certifies to the Owner that, to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. Therefore, we are recommending payment of \$3,150.00 to a-duct Mechanical LLC.

As noted in the Change Order Summary on Page 1, Application for Payment No. 6 does not include any approved Change Orders this month. As a result, there is no change to the total contract sum to date of \$99,000.00.

Included please find copy of the executed Certificate for Payment for your records. Please do not hesitate to contact me if you have any questions.

Sincerely,

Douglas Perry, AIA, LEED AP
Bernardon
A Professional Corporation

Enclosures

cc: A&E Construction Co. and Valley Forge Storage Venture, LLC.

W:\2162.01-19 UMT Fire Station 56\Documents\ProjData\Pay Apps\Contract 3 - A-Duct Mechanical LLC\Pay App 06

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project Name: Intermediate Floor Fit-out
for UMT Fire Station 56

APPLICATION NO: 02-20-1297-06

Distribution to:

| | |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | OWNER |
| <input checked="" type="checkbox"/> | ARCHITECT |
| <input type="checkbox"/> | CONTRACTOR |
| <input type="checkbox"/> | |

FROM CONTRACTOR:
a-duct MECHANICAL LLC
600 Garrett Road
Upper Darby, PA 19082
CONTRACT FOR:

VIA ARCHITECT: 2162.01-19

PERIOD TO: 1/31/2021

PROJECT NO: 2162.01-19

CONTRACT DATE: 7/10/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

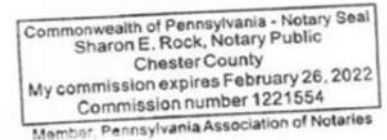
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR: a-duct Mechanical, LLC

| | | |
|---|----|--------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>99,000.00</u> |
| 2. Net change by Change Orders | \$ | <u>0.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | <u>99,000.00</u> |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | <u>87,350.00</u> |
| 5. RETAINAGE: | | |
| a. 10 % of Completed Work (Column D + E on G703) | \$ | <u>\$8,735.00</u> |
| b. 10 % of Stored Material (Column F on G703) | \$ | <u>Included in above</u> |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | <u>8,735.00</u> |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | <u>78,615.00</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>75,465.00</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>3,150.00</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | <u>20,385.00</u> |

By: Edward Oezkowski Date: 02.01.2021
State of: PA County of: Chester
Subscribed and sworn to before me this 02.01.2021 day of 02.01.2021

Notary Public:

Sharon R. Rak



My Commission expires: 02-26-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$3,150.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

Douglas P. [Signature]

Date: February 4, 2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | |

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 02-20-1297-06

APPLICATION DATE: 02.01.2021

PERIOD TO: 1/31/2021

ARCHITECT'S PROJECT NO: 2162.01-19

| COST CODE as shown on contract or change order | A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G ÷ C) | I BALANCE TO FINISH (C - G) | J RETAINAGE 10% Held |
|---|---------------|--------------------------|----------------------|-------------------------------------|-------------------|---|---|----------------|--------------------------------|-------------------------|
| | | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| | | | | <i>(Break down contract values)</i> | | | | | | |
| | 1 | Mobilization | \$10,000.00 | \$10,000.00 | \$0.00 | | \$10,000.00 | 100.00% | \$0.00 | \$1,000.00 |
| | 2 | Set HVAC Equipment | \$15,000.00 | \$13,500.00 | \$1,500.00 | | \$15,000.00 | 100.00% | \$0.00 | \$1,500.00 |
| | 3 | | | | | | | | | |
| | 4 | Duct and Diffusers | \$49,000.00 | \$44,100.00 | \$0.00 | | \$44,100.00 | 90.00% | \$4,900.00 | \$4,410.00 |
| | 5 | Pipe | \$15,000.00 | \$14,250.00 | \$0.00 | | \$14,250.00 | 95.00% | \$750.00 | \$1,425.00 |
| | 6 | | | | | | | | | |
| | 7 | Balancing and Controls | \$10,000.00 | \$2,000.00 | \$2,000.00 | | \$4,000.00 | 40.00% | \$6,000.00 | \$400.00 |
| | 8 | | \$0.00 | | \$0.00 | | | | | \$0.00 |
| <i>(Add any change order(s) descriptions) below this line</i> | | | | | | | | | | |
| | CO #1 | | \$0.00 | | \$0.00 | | | | | \$0.00 |
| | CO #2 | | \$0.00 | | \$0.00 | | | | | \$0.00 |
| | CO #3 | | \$0.00 | | \$0.00 | | | | | \$0.00 |
| GRAND TOTALS | | | \$99,000.00 | \$83,850.00 | \$3,500.00 | \$0.00 | \$87,350.00 | 88% | \$11,650.00 | \$8,735.00 |

1 DOCUMENT 006100 – PARTIAL WAIVER OF LIEN TO DATE

2 **PARTIAL WAIVER OF LIEN TO DATE**

3 **TO WHOM IT MAY CONCERN:**

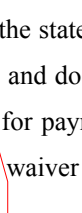
4 WHEREAS the undersigned has been contracted by UPPER MERION TOWNSHIP
5 To furnish _____ the Intermediate Floor Fit-out for UMT Fire Station 56
6 For the premises known as _____ the UMT Fire Station 56 _____, (hereinafter “the Project”).
7 Of which _____ Upper Merion Township _____ is the Owner.
8

2021



9 In consideration of the sum of three thousand, one hundred and fifty dollars (\$ 3,150) paid on
10 account of labor and materials supplied through the 1st day of February, ~~2020~~, the receipt of which is
11 hereby acknowledged, and in consideration of other good and valuable benefits accruing to the undersigned, the
12 undersigned hereby execute(s) this Partial Waiver of Lien to Date in favor of each and every party owning the
13 property improved, in favor of ~~a-duct Mechanical, LLC~~, and in favor of each and every party making
14 a loan on said real estate, as improved, and his or its successors and assigns, and in doing so the undersigned hereby
15 waive(s) and release(s) any and all lien or claim of, or right to lien that the undersigned, either have or has as
16 of the 1st day of February, ~~2020~~ to a lien upon the Project’s land, improvements,
17 material, fixtures, apparatus or machinery, by virtue of the laws of the state(s) wherein said land, material, fixtures,
18 apparatus or machinery is situate, or any amendments of said laws; and do(es) further warrant that the undersigned
19 has not or have not and will not assign the undersigned(s)’ claims for payments, nor right to perfect a lien against
20 said property, and that the undersigned have the right to execute this waiver and release thereof.

2021



21 **Note:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
22 corporate seal affixed and title of the officer signing waiver should be set fourth; if waiver is for a
23 partnership, the partnership name should be used, partners should sign and note partner designation.

24 **COMPANY:** a-duct Mechanical, LLC

25 **ADDRESS:** 600 Garrett Road

26 Upper Darby, PA 19082

SIGNATURE

02/01/2021

DATE

32 END OF DOCUMENT 006100

Doug Perry

From: Kevin Noone <knoone@aeconstruction.com>
Sent: Monday, February 1, 2021 5:18 PM
To: Doug Perry
Cc: Paul Fry; Fran Baylis; Mike Butcher; Rob Moss; Ryan McCormick; Paul Sgroi
Subject: EMS Billing January 2021
Attachments: A-duct January billing.pdf; Fayette Group January App 06 Executed with Waiver.pdf; FW Houder January Billing.pdf; Whitemarsh UMT Fit-Out_AIA 06-RV1_Jan 21_Exec.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Doug

Please see attached invoices from the Primes for the EMS Station. Four of the five Primes are submitting this month. FW Houder is not submitting for plumbing. Also, A and E has reviewed the percent billing on the invoices and feel they are consistent with what is complete on site.

Kevin M Noone
Project Manager
A&E Construction Co.
152 Garrett Road
Upper Darby, PA 19082
267-576-5659 (cell)
610-449-3152 (phone)
610-449-6325(fax)
www.aeconstruction.com

Office is closed for renovations. Please call 267-576-5659.



Celebrating over 40 years in business

BERNARDON

ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

February 4, 2021

Geoff Hickman
c/o Director of Public Works
175 West Valley Forge Road
King of Prussia, PA 19406

RE: Intermediate Floor Fit-out for UMT Fire Station 56
Contract 4 Application for Payment No. 6
Bernardon Project No. 2162.00-19

Dear Mr. Hickman:

We have reviewed the Contract 4 Application for Payment No. 6 as submitted by Whitemarsh Electrical, Inc. for the above-referenced project. Based on on-site observations and the data comprising the Application for Payment, the Architect certifies to the Owner that, to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. Therefore, we are recommending payment of \$8,329.59 to Whitemarsh Electrical, Inc.

As noted in the Change Order Summary on Page 1, Application for Payment No. 6 does not include any approved Change Orders this month. As a result, there is no change to the total contract sum to date of \$75,391.00.

Included please find copy of the executed Certificate for Payment for your records. Please do not hesitate to contact me if you have any questions.

Sincerely,

Douglas Perry, AIA, LEED AP
Bernardon
A Professional Corporation

Enclosures

cc: A&E Construction Co. and Valley Forge Storage Venture, LLC.

W:\2162.01-19 UMT Fire Station 56\Documents\ProjData\Pay Apps\Contract 4 - Whitemarsh Electric, INC\Pay App 06

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
UPPER MERION TOWNSHIP
175 WEST VALLEY FORGE ROAD
KING OF PRUSSIA, PA 19406
 FROM CONTRACTOR:
WHITEMARSH ELECTRIC, INC.
300 SUMMIT AVENUE
CONSHOHOCKEN, PA 19428

PROJECT:
Intermediate Floor Fit-Out - UMT Fire Station 56
400 Guthrie Road
King of Prussia, PA 19406
 VIA ARCHITECT:

APPLICATION #: **6**
 PERIOD TO: **01/31/21**
 PROJECT NOS: **2162.00-19**
 CONTRACT DATE: **06/03/20**

Distribution to:

| | |
|-------------------------------------|------------|
| <input type="checkbox"/> | Owner |
| <input checked="" type="checkbox"/> | Const. Mgr |
| <input type="checkbox"/> | Architect |
| <input type="checkbox"/> | Contractor |

CONTRACT FOR: **ELECTRICIAL WORK**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

| | | |
|---|----|-----------|
| 1. ORIGINAL CONTRACT SUM----- | \$ | 75,391.00 |
| 2. Net change by Change Orders----- | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | \$ | 75,391.00 |
| 4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet) | \$ | 59,660.29 |
| 5. RETAINAGE: | | |
| a. 10.0% of Completed Work (Columns D+E on Continuation Sheet) | \$ | |
| b. 10.0% of Stored Material (Column F on Continuation Sheet) | \$ | |
| Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet----- | \$ | 5,966.03 |
| 6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total) | \$ | 53,694.26 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)----- | \$ | 45,364.67 |
| 8. CURRENT PAYMENT DUE----- | \$ | 8,329.59 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 21,696.74 |

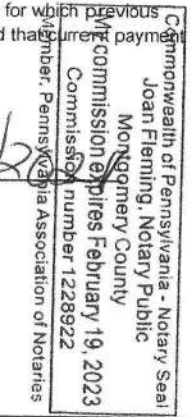
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown therein is now due.

CONTRACTOR:

By: *Drew Series* Date: 1/30/21

State of: PA
 County of: Montgomery
 Subscribed and sworn to before
 me this 30th day of January, 2021

Notary Public: *Joan Fleming*
 My Commission expires:



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$8,329.59

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: *Douglas Perry* Date: February 4, 2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6
 APPLICATION DATE: 01/31/21
 PERIOD TO: 31-Jan-21
 ARCHITECT'S PROJECT NO: 2162.00-19

PROJECT:
 Intermediate Floor
 Fit-Out - UMT Fire Station 56
 King of Prussia, PA 19406

| A | B | C | D | E | F | G | | H | I |
|------------------|------------------------------|-----------------|-----------------------------------|-------------|--|--|---------|---------------------------|------------------------------|
| Item No. | Description of Work | Scheduled Value | Work Completed | | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage (If Variable Rate) |
| | | | From Previous Application (D + E) | This Period | | | | | |
| 1 | Bonds, Permits, Mobilization | \$ 6,031.28 | \$ 5,400.00 | | | 5,400.00 | 90% | 631.28 | 540.00 |
| 2 | Demolition | \$ - | | | | | | | |
| 3 | Temporary Power & Light | \$ 6,785.19 | 6,785.19 | | | 6,785.19 | 100% | | 678.52 |
| 4 | Underground | \$ - | | | | | | | |
| 5 | Distribution | \$ - | | | | | | | |
| 6 | Panels | \$ 6,031.28 | 2,800.00 | 2,650.00 | | 5,450.00 | 90% | 581.28 | 545.00 |
| 7 | Branch Wiring | \$ 27,140.760 | 24,400.00 | | | 24,400.00 | 90% | 2,740.76 | 2,440.00 |
| 8 | Light Fixtures | \$ 17,339.93 | 3,400.00 | 6,605.10 | | 10,005.10 | 58% | 7,334.83 | 1,000.51 |
| 9 | Systems | \$ 12,062.56 | 7,620.00 | | | 7,620.00 | 63% | 4,442.56 | 762.00 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
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| 27 | | | | | | | | | |
| 28 | | | | | | | | | |
| SUBTOTALS PAGE 2 | | 75,391.00 | 50,405.19 | 9,255.10 | | 59,660.29 | 79% | 15,730.71 | 5,966.03 |

1 DOCUMENT 006100 – PARTIAL WAIVER OF LIEN TO DATE

2 **PARTIAL WAIVER OF LIEN TO DATE**

3 **TO WHOM IT MAY CONCERN:**

4 WHEREAS the undersigned has been contracted by UPPER MERION TOWNSHIP

5 To furnish the Intermediate Floor Fit-out for UMT Fire Station 56

6 For the premises known as the UMT Fire Station 56, (hereinafter "the Project").

7 Of which Upper Merion Township is the Owner.

8
9 In consideration of the sum of Eight Thousand Three Hundred Twenty Nine dollars (\$ 8,329.59) paid on

10 account of labor and materials supplied through the 31 day of January, 2021, the receipt of which is
11 hereby acknowledged, and in consideration of other good and valuable benefits accruing to the undersigned, the
12 undersigned hereby execute(s) this Partial Waiver of Lien to Date in favor of each and every party owning the
13 property improved, in favor of Whitemarsh Electric, and in favor of each and every party making
14 a loan on said real estate, as improved, and his or its successors and assigns, and in doing so the undersigned hereby
15 waive(s) and release(s) any and all lien or claim of, or right to lien that the undersigned, either have or has
16 of the 31th day of January, 2021 to a lien upon the Project's land, improvements,
17 material, fixtures, apparatus or machinery, by virtue of the laws of the state(s) wherein said land, material, fixtures,
18 apparatus or machinery is situate, or any amendments of said laws; and do(es) further warrant that the undersigned
19 has not or have not and will not assign the undersigned(s)' claims for payments, nor right to perfect a lien against
20 said property, and that the undersigned have the right to execute this waiver and release thereof.

21 **Note:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
22 corporate seal affixed and title of the officer signing waiver should be set fourth; if waiver is for a
23 partnership, the partnership name should be used, partners should sign and note partner designation.

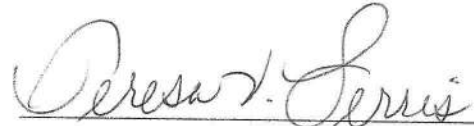
24 **COMPANY:** Whitemarsh Electric, Inc.

25 **ADDRESS:** 300 Summit Avenue

26 Conshohocken, PA 19428

27
28
29

30
31



SIGNATURE

1/30/2021

DATE

32 END OF DOCUMENT 006100



INVOICE

| |
|-------------------------------|
| Invoice Questions Please Call |
| 215-218-2500 |

Remit to:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 414396
 BOSTON MA 02241-4396

Invoice No: 9319626226
 Invoice Date: 01/15/2021
 Account Number: 360608
 Account Name: WHITEMARSH ELECTRIC > EL

Bill-To:
 WHITEMARSH ELECTRIC > EL
 300 SUMMIT AVENUE
 CONSHOHOCKEN PA 19428-2230
 USA

Ship-To:
 WHITEMARSH ELECTRIC > EL
 UMT INTERMEDIATE FLR
 TIM 610-331-7183
 1010 RIGHTER STREET
 CONSHOHOCKEN PA 19428-2230
 USA

PO # : 03 SO#: 374155968

| Del.Doc.#: | PRO # | Routing | Date Shipped | Shipped From | F.O.B. | Rt. To |
|------------|-------|---------|--------------|--------------|--------|--------|
| 374155968 | | | 01/14/2021 | FACTORY | | |

Ordered By: Timothy Ferris

| Quantity | Catalog # / Description | Unit Price / Unit | Amount |
|----------|---|-------------------|--------|
| 1 | LOT COOPER LIGHTING GROUP COOPER LIGHTING SOLUTIONS | 84.00 / 1 | 84.00 |
| | Consisting of: | | |
| 3 | DF-22W-U Item/Type: B | | |
| 1 | LOT COOPER LIGHTING GROUP COOPER LIGHTING SOLUTIONS | 878.00 / 1 | 878.00 |
| | Consisting of: | | |
| 7 | LPX6 Item/Type: E | | |
| 7 | GMDS-W Item/Type: SLV | | |
| 4 | OAC-DT-1000 Item/Type: OCC | | |
| 4 | SP20-MV Item/Type: PPK | | |

Remit to:



INVOICE

Invoice Questions Please Call

215-218-2500

GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 414396
BOSTON MA 02241-4396

Invoice No: 9319626226

Invoice Date: 01/15/2021

Account Number: 360608

Account Name: WHITEMARSH ELECTRIC > EL

Bill-To:
WHITEMARSH ELECTRIC > EL
300 SUMMIT AVENUE
CONSHOHOCKEN PA 19428-2230
USA

Ship-To:
WHITEMARSH ELECTRIC > EL
UMT INTERMEDIATE FLR
TIM 610-331-7183
1010 RIGHTER STREET
CONSHOHOCKEN PA 19428-2230
USA

PO # : 03

SO# : 374155968

Terms of Payment

1% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

| | |
|--------------------------------------|-----------------|
| Sub Total: | 962.00 |
| Freight & Handling: | 0.00 |
| Tax: | 57.72 |
| Total Due: | 1,019.72 |
| Cash Discount(if paid within terms): | 9.62- |



INVOICE

| |
|-------------------------------|
| Invoice Questions Please Call |
| 215-218-2500 |

Remit to:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 414396
 BOSTON MA 02241-4396

Invoice No: 9319648022
 Invoice Date: 01/18/2021
 Account Number: 360608
 Account Name: WHITEMARSH ELECTRIC > EL

Bill-To:
 WHITEMARSH ELECTRIC > EL
 300 SUMMIT AVENUE
 CONSHOHOCKEN PA 19428-2230
 USA

Ship-To:
 WHITEMARSH ELECTRIC > EL
 UMT INTERMEDIATE FLR
 TIM 610-331-7183
 1010 RIGHTER STREET
 CONSHOHOCKEN PA 19428-2230
 USA

PO #: 03 SO#: 374155968

| Del. Doc. #: | PRO # | Routing | Date Shipped | Shipped From | F.O.B. | Rt. To |
|--------------|-------|---------|--------------|--------------|--------|--------|
| 374155968 | | | 01/14/2021 | FACTORY | | |

Ordered By: Timothy Ferris

| Quantity | Catalog # / Description | Unit Price / Unit | Amount |
|----------------|---|-------------------|----------|
| 1 | LOT COOPER LIGHTING GROUP COOPER LIGHTING SOLUTIONS | 2,211.00 / 1 | 2,211.00 |
| Consisting of: | | | |
| 25 | 24GR-LD5-38-F1-UNV-L835-CD1-U Item/Type: A | | |
| 7 | SL2CPK Item/Type: E | | |

| | | |
|---|--------------------------------------|-----------------|
| Terms of Payment 1 st 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only. | Sub Total: | 2,211.00 |
| | Freight & Handling: | 0.00 |
| | Tax: | 132.66 |
| | Total Due: | 2,343.66 |
| | Cash Discount(if paid within terms): | 22.11- |



INVOICE

Invoice Questions Please Call
215-218-2500

Remit to:
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 414396
BOSTON MA 02241-4396

Invoice No: 9319667219
Invoice Date: 01/19/2021
Account Number: 360608
Account Name: WHITEMARSH ELECTRIC > EL

Bill-To:
WHITEMARSH ELECTRIC > EL
300 SUMMIT AVENUE
CONSHOHOCKEN PA 19428-2230
USA

Ship-To:
WHITEMARSH ELECTRIC > EL
UMT INTERMEDIATE FLR
TIM 610-331-7183
1010 RIGHTER STREET
CONSHOHOCKEN PA 19428-2230
USA

PO #: 03 SO#: 374155968

| Del. Doc. #: | PRO # | Routing | Date Shipped | Shipped From | F.O.B. | Rt. To |
|--------------|-------|---------|--------------|--------------|--------|--------|
| 374155968 | | | 01/15/2021 | FACTORY | | |

Ordered By: Timothy Ferris

| Quantity | Catalog # / Description | Unit Price / Unit | Amount |
|----------|---|-------------------|--------|
| 3 | 62-872 SATCO PRODUCTS INC Item/Type: G | 86.00 / 1 | 258.00 |

| | | |
|--|---|--------|
| Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only. | Sub Total: | 258.00 |
| | Freight & Handling: | 0.00 |
| | Tax: | 15.48 |
| | Total Due: | 273.48 |
| | Cash Discount(if paid within terms): | 2.58- |



INVOICE

| |
|-------------------------------|
| Invoice Questions Please Call |
| 215-218-2500 |

Remit to:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 414396
 BOSTON MA 02241-4396

Invoice No: 9319689797
 Invoice Date: 01/20/2021
 Account Number: 360608
 Account Name: WHITEMARSH ELECTRIC > EL
 Ship-To:
 WHITEMARSH ELECTRIC > EL
 UMT INTERMEDIATE FLR
 TIM 610-331-7183
 1010 RIGHTER STREET
 CONSHOHOCKEN PA 19428-2230
 USA

Bill-To:
 WHITEMARSH ELECTRIC > EL
 300 SUMMIT AVENUE
 CONSHOHOCKEN PA 19428-2230
 USA

PO #: 03 SO#: 374155968

| Del.Doc.#: | PRO # | Routing | Date Shipped | Shipped From | F.O.B. | Rt. To |
|------------|-------|---------|--------------|--------------|--------|--------|
| 374155968 | | | 01/19/2021 | FACTORY | | |

Ordered By: Timothy Ferris

| Quantity | Catalog # / Description | Unit Price / Unit | Amount |
|----------------|---|-------------------|--------|
| 1 | LOT COOPER LIGHTING GROUP COOPER LIGHTING SOLUTIONS | 906.00 / 1 | 906.00 |
| Consisting of: | | | |
| 27 | CCA-120-NPF-U | | |
| Item/Type: C1 | | | |

| | | |
|--|--------------------------------------|--------|
| Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only. | Sub Total: | 906.00 |
| | Freight & Handling: | 0.00 |
| | Tax: | 54.36 |
| | Total Due: | 960.36 |
| | Cash Discount(if paid within terms): | 9.06- |



INVOICE

| |
|-------------------------------|
| Invoice Questions Please Call |
| 215-218-2500 |

Remit to:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 414396
 BOSTON MA 02241-4396

Bill-To:
 WHITEMARSH ELECTRIC >EL
 300 SUMMIT AVENUE
 CONSHOHOCKEN PA 19428-2230
 USA

Invoice No: 9319820063
 Invoice Date: 01/28/2021
 Account Number: 360608
 Account Name: WHITEMARSH ELECTRIC >EL
 Ship-To:
 WHITEMARSH ELECTRIC >EL
 UMT INTERMEDIATE FLR
 TIM 610-331-7183
 1010 RIGHTER STREET
 CONSHOHOCKEN PA 19428-2230
 USA

PO #: 03 SO#: 374155968

| Del.Doc. #: | PRO # | Routing | Date Shipped | Shipped From | F.O.B. | Rt. To |
|-------------|-------|---------|--------------|--------------|--------|--------|
| 374155968 | | | 01/27/2021 | FACTORY | | |

Ordered By: Timothy Ferris

| Quantity | Catalog # / Description | Unit Price / Unit | Amount |
|----------------|---|-------------------|----------|
| 1 | LOT COOPER LIGHTING GROUP COOPER LIGHTING SOLUTIONS | 1,058.00 / 1 | 1,058.00 |
| Consisting of: | | | |
| 27 | CCA-120-PFSDIM-U | | |
| | Item/Type: C1 | | |

| | | |
|--|--------------------------------------|-----------------|
| Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only. | Sub Total: | 1,058.00 |
| | Freight & Handling: | 0.00 |
| | Tax: | 63.48 |
| | Total Due: | 1,121.48 |
| | Cash Discount(if paid within terms): | 10.58- |

Doug Perry

From: Kevin Noone <knoone@aeconstruction.com>
Sent: Monday, February 1, 2021 5:18 PM
To: Doug Perry
Cc: Paul Fry; Fran Baylis; Mike Butcher; Rob Moss; Ryan McCormick; Paul Sgroi
Subject: EMS Billing January 2021
Attachments: A-duct January billing.pdf; Fayette Group January App 06 Executed with Waiver.pdf; FW Houder January Billing.pdf; Whitemarsh UMT Fit-Out_AIA 06-RV1_Jan 21_Exec.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Doug

Please see attached invoices from the Primes for the EMS Station. Four of the five Primes are submitting this month. FW Houder is not submitting for plumbing. Also, A and E has reviewed the percent billing on the invoices and feel they are consistent with what is complete on site.

Kevin M Noone
Project Manager
A&E Construction Co.
152 Garrett Road
Upper Darby, PA 19082
267-576-5659 (cell)
610-449-3152 (phone)
610-449-6325(fax)
www.aeconstruction.com

Office is closed for renovations. Please call 267-576-5659.



Celebrating over 40 years in business



Construction Co.

BUILDERS ♦ CONSTRUCTION MANAGERS

152 Garrett Road ♦ Upper Darby, PA 19082

610-449-3152 ♦ Fax 610-449-6325

www.aeconstruction.com

February 1, 2021

Upper Merion Township
c/o Director of Public Works
175 West Valley Forge Road
King of Prussia, PA 19406

Attention: Geoff Hickman

RE Project: Upper Merion Township Firehouse 2nd Floor
A&E Number: 20-1297

Attached please find Invoice No **20-1297-07** for the above referenced project.

Amount due for Work Performed \$ 7,580.00

Please do not hesitate to call Kevin Noone, or me if you have questions or require further information.

Regards,

Rich A. Schultz

Project Accountant



152 GARRETT RD.
 UPPER DARBY, PA 19082
 (610) 449-3152
 FAX (610) 449-6325

INVOICE

INVOICE NO.
 20-1297-07

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

SHIP TO: 20-1297 KOP Firehouse EMS 2nd Floor
 400 Guthrie Road
 Upper Merion, PA 19406

| ACCOUNT NO. | SALESMAN NO. | PURCHASE ORDER NO. | SHIP VIA | COL. | PPD | DATE SHIPPED | TERMS | INVOICE DATE | |
|------------------------------|--------------|--------------------|----------|--|-----|--------------|---------------|--------------|--------------------|
| Upper Merion Twp. | | | | | | | | 2/1/2021 | |
| QTY. ORDERED | QTY. SHIPPED | QTY. BACKORDERED | ITEM NO. | DESCRIPTION | | | UNIT PRICE | DISC. % | EXTENDED PRICE |
| | | | | A&E Construction Co. Management Labor | | | | | \$ 7,580.00 |
| We appreciate your business. | | | | | | | SALE AMOUNT | | \$ 7,580.00 |
| | | | | | | | MISC. CHARGES | | |
| | | | | | | | SALES TAX | | |
| | | | | | | | FREIGHT | | |
| | | | | | | | TOTAL | | \$ 7,580.00 |



RETURN TO

Project: 20-1297
 Date: 2/1/2021
 Invoice: 20-1297-07

| Work Performed | Week End | Hours | Rate/Hour | Total |
|------------------------------|---------------|-----------|-----------|--------------------|
| Project Executive | | | | |
| | 1/1/2021 | 5 | \$ 145.00 | \$ 725.00 |
| | 1/8/2021 | 4 | \$ 145.00 | \$ 580.00 |
| | 1/15/2021 | 4 | \$ 145.00 | \$ 580.00 |
| | 1/22/2021 | 5 | \$ 145.00 | \$ 725.00 |
| | Total | 18 | | \$ 2,610.00 |
| Project Accountant | | | | |
| | 1/1/2021 | 3 | \$ 60.00 | \$ 180.00 |
| | 1/8/2021 | 2 | \$ 60.00 | \$ 120.00 |
| | 1/15/2021 | 4 | \$ 60.00 | \$ 240.00 |
| | 1/22/2021 | 4 | \$ 60.00 | \$ 240.00 |
| | Total | 13 | | \$ 780.00 |
| Project Manager | | | | |
| | 1/1/2021 | 6 | \$ 85.00 | \$ 510.00 |
| | 1/8/2021 | 6 | \$ 85.00 | \$ 510.00 |
| | 1/15/2021 | 7 | \$ 85.00 | \$ 595.00 |
| | 1/22/2021 | 7 | \$ 85.00 | \$ 595.00 |
| | 1/29/2021 | 6 | \$ 85.00 | \$ 510.00 |
| | Total | 32 | | \$ 2,720.00 |
| Assistant PM | | | | |
| | 1/1/2021 | 5 | \$ 75.00 | \$ 375.00 |
| | 1/8/2021 | 4 | \$ 75.00 | \$ 300.00 |
| | 1/15/2021 | 4 | \$ 75.00 | \$ 300.00 |
| | 1/29/2021 | 3 | \$ 75.00 | \$ 225.00 |
| | Total | 16 | | \$ 1,200.00 |
| Project Administrator | | | | |
| | 1/1/2021 | 2 | \$ 45.00 | \$ 90.00 |
| | 1/8/2021 | 1 | \$ 45.00 | \$ 45.00 |
| | 1/15/2021 | 2 | \$ 45.00 | \$ 90.00 |
| | 1/29/2021 | 1 | \$ 45.00 | \$ 45.00 |
| | Total | 6 | | \$ 270.00 |
| | TOTALS | 85 | | \$ 7,580.00 |

| Expenses | Invoice / Date | Costs |
|----------|----------------------|--------------------|
| | Labor Total | \$ 7,580.00 |
| | Expense Total | \$ - |
| | Subtotal | \$ 7,580.00 |
| | Total Costs | \$ 7,580.00 |



February 3, 2021

Geoff Hickman
 Upper Merion Township
 175 W Valley Forge Rd.
 King of Prussia, PA 19406

**Re: 2020 Upper Merion Road Program
 T&M Project No. MRON 00416**

Dear Mr. Hickman:

The 2020 Upper Merion Road Program is complete. During our review and preparation of final billing we noted the following.

As part of our original approved proposal dated December 18, 2019, we were to perform the following:

- Survey 16 ADA ramps
- Design 16 ADA ramps
- Inspect 26 ADA ramps (16 designed in 2020 and 10 from 2019)

We have provided a snapshot of our approved proposal below.

Schedule of Fees – Design ADA Ramps “2020 Roads”

| | | |
|---|----------------------------------|-----------------|
| <i>Survey including preparation of base plans (<u>16 ramps</u>)</i> | | \$ 700/ramp |
| <i>Grading and Design of Ramps (<u>16 ramps</u>)</i> | | \$ 700/ramp |
| | <i>Subtotal per ramp</i> | \$1,400/ramp |
| | <i>Total for 16 ramps</i> | \$22,400 |

Schedule of Fees – Inspection ADA Ramps “2020 Roads” and “2019 Roads”

| | | |
|---|----------------------------------|-----------------|
| <i>Construction Administration and Observation (<u>16 and 10 ramps</u>)</i> | | \$ 500/ramp |
| | <i>Total for 26 ramps</i> | \$13,000 |

During the design phase, the Township directed us to perform the following:

- Survey 21 ADA ramps
- Design 21 ADA ramps

Four ADA Ramps were added because the mill and overlay of Springdell Road was extended another block to Rees Drive. In the approved proposal, the mill and overlay of Springdell Road was to originally stop at Sweetbriar Road. One ramp was added along Beidler Road across from Roy Road.

Please note that during bidding, as part of Addendum No. 1, two (2) of the 21 designed ramps were removed from the construction contract because of PennDOT Traffic Signal requirements. Therefore, even though we surveyed and designed 21 ramps, only 19 ramps were built plus the 10 ramps that were designed as part of the 2019 Road Program, for a total of 29 ramps that were constructed and inspected in 2020.

Therefore, we are requesting an additional \$8,500 for our services per the following breakdown:

| | | |
|---|----------|----------------|
| 5 additional ramp surveys x \$700 = | | \$3,500 |
| 5 additional ramp designs x \$700 = | | \$3,500 |
| 3 additional ramp inspections x \$500 = | | \$1,500 |
| Total extra | = | \$8,500 |



If you have any questions regarding this request, please contact me. If you are in agreement with this request, please respond in writing and we will then submit an invoice for this work.

Sincerely,

T&M Associates

A handwritten signature in blue ink that reads "Monica L. Wall".

Monica L. Wall, P.E.
Project Manager

Cc: Todd Lachenmayer, Upper Merion Township (email)

G:\Projects\MRON\00416\Admin\MRON00416 Letter re Road Program Charges 1-28-21 mlw edits.docx

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 2020 ("Effective Date"), between the TOWNSHIP OF UPPER MERION, a Second-Class Township of the Commonwealth of Pennsylvania, with its principal offices located at 175 W. Valley Forge Road, King of Prussia, Pennsylvania 19406, hereinafter designated LESSOR and CELLCO PARTNERSHIP, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 466 East Church Road, King of Prussia, Upper Merion Township, Montgomery County, Commonwealth of Pennsylvania (the "Property"). The Property is further identified as Parcel No. 58-00-03166-00-7 on the Montgomery County Tax Map. The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property comprising approximately 394 square feet in area which are shown in detail on Exhibit "B," attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$12,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 175 W. Valley Forge Road, King of Prussia, PA 19406 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the

Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c). Adjustment to Rent. Immediately upon each anniversary of the Commencement Date, the Rent shall increase by an amount equal to two percent (2%) of the Rent in effect during the immediately preceding lease year. Such annual increase shall be effective automatically without further notice or demand by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from the nearest public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment ("Easement"), provided that the use of such Easement shall not be injurious or unduly interfere with Lessor's use of the Property. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space along the immediate boundary of the Premises for placement LESSEE's radio frequency signage and/or barricades as may be necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE, provided that LESSEE first secures all required Government Approvals as provided in Paragraph 8. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no

action which would adversely affect the status of the Property with respect to LESSEE's Use, except for any actions necessary to enforce ordinances, approvals or permits of Government Entities.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, including its respective representatives, officials, employees and agents, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any fines, judgments or citations without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement. Nothing contained in this Section shall be construed as a waiver of those defenses, immunities, and limitations on damages available to LESSOR pursuant to the Pennsylvania Political Subdivision Tort Claims Act, Act of October 5, 1980, P.L. 693, No. 142, (42 Pa. C.S. §8541 *et seq.*).

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation.

All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference first occurring after the Effective Date that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR at (), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in

the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market

defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

(a) In the event LESSEE subleases any portion of the Premises in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 100 percent to LESSOR for ground rent for placement of any Sublessee(s)' facilities and equipment on the Property (including within the Premises); and 100 percent to LESSEE for tower rent for placement of any Sublessee(s)' facilities and equipment on the tower. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. In this event: i) the LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee (s); and ii) at LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.

(b) Notwithstanding any other provision of this Agreement, LESSEE shall not be required to obtain approval from LESSOR for the Subletting of the Property (including the Premises) or part thereof. LESSOR shall have the sole right to determine whether it will sublet any portion of its Property or whether it will sublease to any specific Sublessee. In addition, LESSEE shall have the sole right to determine whether it will sublet any portion of its tower or whether it will sublease to any specific Sublessee.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of Upper Merion
c/o Township Manager
175 W. Valley Forge Road
King of Prussia, PA 19406

LESSEE: Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If

LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and

charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without

reference to its choice of law rules. In the event of any dispute between the Parties resulting in litigation, venue shall only be proper if filed in the Court of Common Pleas of Montgomery County or the United States District Court for the Eastern District of Pennsylvania. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording office, and LESSEE shall be solely responsible for all costs of recording and payment of any and all required taxes arising therefrom. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

**THE TOWNSHIP OF UPPER MERION, a
Township of the Second Class of the
Commonwealth of Pennsylvania**

By: _____

Its: _____

Date: _____

WITNESS

LESSEE:

**CELLCO PARTNERSHIP, d/b/a Verizon Wireless,
a Delaware general partnership**

By: _____

Susan Peluso

Its: Director Network Field Engineering

Date: _____

WITNESS

EXHIBIT "A"

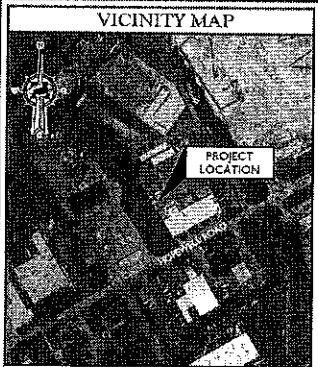
DESCRIPTION OF PROPERTY

ALL THAT CERTAIN tract or piece of land Situate in the Township of Upper Merion, County of Montgomery and State of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Will D. Hiltner, Registered Surveyor, Norristown, Pennsylvania, in August, 1949, as follows; BEGINNING at a point in the Center line of Church Road in line of land of the Philadelphia Suburban-Counties Gas and Electric Company; thence along the center line of Church Road South sixty-nine degrees thirteen minutes West two hundred eighty-six and forty one-hundredths feet to a point; thence by other land of the Philadelphia and Western Home Owners Association, of which this is a part, North twenty degrees forty-seven minutes West four hundred fifty-five and fifty-seven one-hundredths feet to a stake in line of land of the Philadelphia Suburban-Counties Gas and Electric Company; thence along said land the two following courses and distances; South sixty-two degrees fifty-two minutes East four hundred fifteen and sixty-three onehundredths feet to a stake at an old pipe and thence South twenty-three degrees fifty minutes East one hundred forty-seven and thirty one-hundredths feet to the place of beginning.

PARCEL NO. 58-00-03166-00-7

BEING the same premises which Montgomery County Industrial Development Authority and J.W. Worthington Co., by Deed dated 11/19/1975 and recorded 12/03/1975 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4073, Page 154, granted and conveyed unto The Township of Upper Merion.

EXHIBIT "B"



PROJECT NOTES

- SITE INFORMATION OBTAINED FROM THE FOLLOWING:
 - LIMITED FIELD OBSERVATIONS BY MASER CONSULTING P.A. ON 08/01/13.
- EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
- THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

PROJECT INFORMATION

SITE INFORMATION

JURISDICTION: UPPER MERION TOWNSHIP

APPLICANT

COMPANY: CELCO PARTNERSHIP db/a
VENISON WIRELESS
ADDRESS: 512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
CITY, STATE, ZIP: BELLEVILLE, PA, 19002

PROPERTY OWNERS

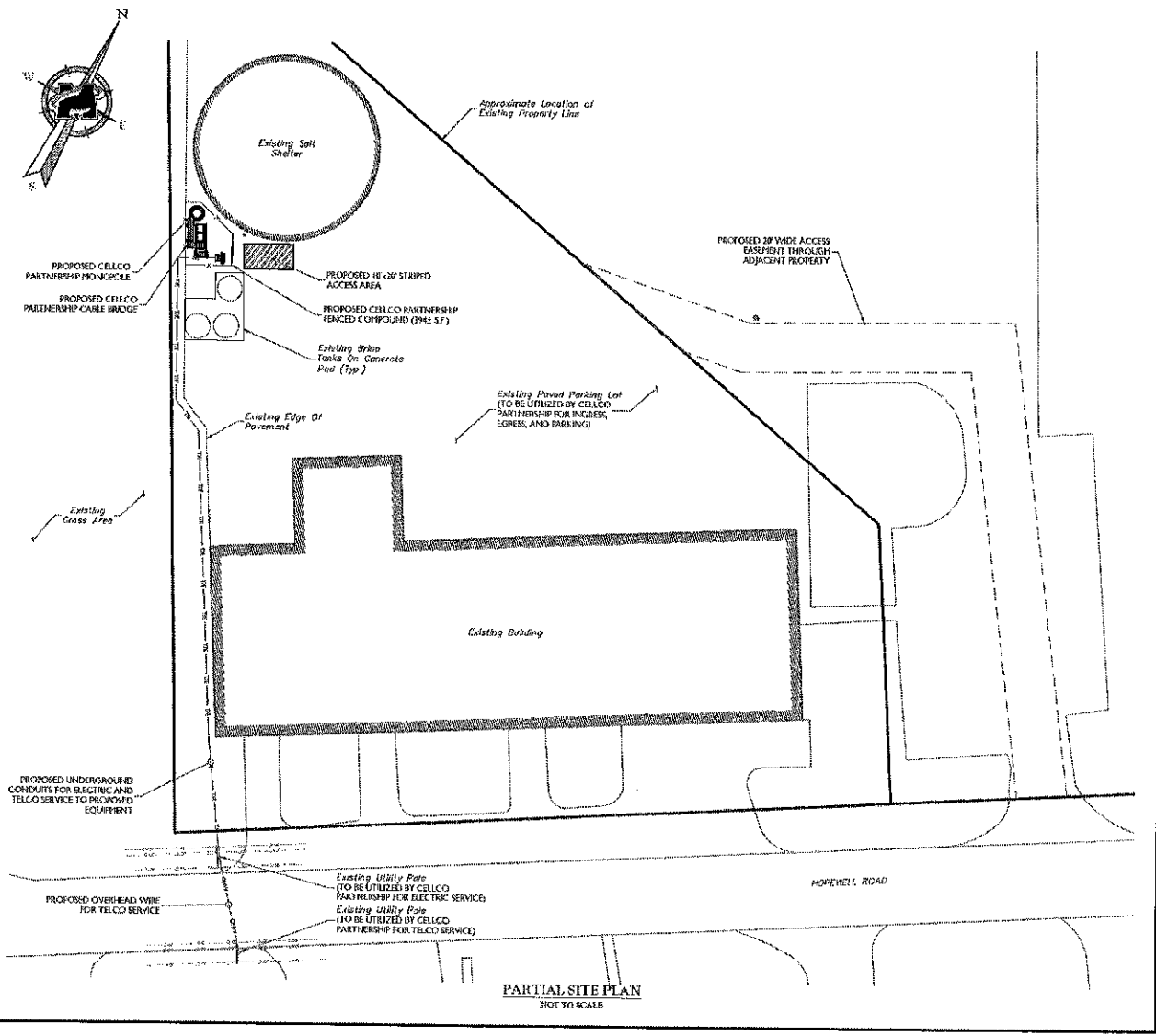
OWNER: UPPER MERION TOWNSHIP
ADDRESS: 175 W VALLEY FORGE RD
CITY, STATE, ZIP: KING OF PRUSSIA, PA 19386

SITE ACQUISITION

COMPANY: ARIONDA LLC
ADDRESS: 209 NORTH HADDON AVENUE
CITY, STATE, ZIP: HADDONFIELD, NJ 08033
CONTACT: CATERON FLOORE
PHONE: (856) 723-0207

ENGINEER

COMPANY: MASER CONSULTING P.A.
ADDRESS: 2400 PHELANISTIC DRIVE, SUITE 100
MT. LAUREL, NJ 08054
CONTACT: MATT GRUBBART, P.E.
PHONE: 856 292-8173
E-MAIL: MGRUBBART@MASERCONSULTING.COM



13

1136290.1

February 10, 2021

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

**Attn: Robert M. Loeper, AICP
Township Planner**

**Re: 1266 & 1272 Gulph Creek Drive Lot Line Change Review – Second Review
TMP #58-00-08891-22-2 & TMP #58-00-08891-24-9
Upper Merion Township
RVE File #PMUMP207**

Dear Rob:

Remington & Vernick Engineers (RVE), on behalf of Upper Merion Township, has reviewed the following submission materials in connection with the application referenced above:

- Site Engineering Concepts, LLC Transmittal Letter, dated January 21, 2021.
- Response Letter dated January 18, 2021 as prepared by Site Engineering Concepts, LLC.
- Legal Description, Proposed Unit 12, 1266 Gulph Creek Drive as prepared by Site Engineering Concepts, LLC.
- Legal Description, Proposed Unit 13, 1272 Gulph Creek Drive as prepared by Site Engineering Concepts, LLC.
- Lot Line Change Plan (One Sheet), dated November 24, 2020 and last revised January 18, 2021 as prepared by Site Engineering Concepts, LLC.

I. GENERAL INFORMATION

Owners & Applicants: Susan Kay & Paul Oberreither
1266 Gulph Creek Drive
Wayne, PA 19087 TMP #58-00-08891-22-2

Joshua Solan & Jennifer M. Burgess
1272 Gulph Creek Drive
Wayne, PA 19087 TMP #58-00-08891-24-9
Josh.solan@gmail.com

Engineer: Site Engineering Concepts, LLC
622 Lancaster Avenue
Berwyn, PA 19312
610-240-0450
Attn: Robert M. Lambert, P.E.

Proposal: The applicant is proposing a lot line change to transfer a 19,563 square foot rectangular piece of ground containing a tennis court from Oberreither to Solan / Burgess. This review is for a lot line adjustment and the Applicant states that no improvements are proposed with this application.

II. COMMENTS

Upon review of this submission, RVE has the following comments. Any underlined comments must be addressed by the applicant prior to approval.

Zoning Compliance Summary Zone R-1 – Residential (Proposed)

| <u>Required Item</u> | <u>Required</u> | <u>1266</u> | <u>1272</u> |
|-------------------------------------|-----------------|-------------|-------------|
| Minimum Lot Area (SF) | 43,560 | 101,263 | 112,747 |
| Minimum Lot Width at SBL (FT) | 175 | 290 | 344 |
| Minimum Front Yard Setback (FT) | 50 | 92 | 30* |
| Minimum Side Yard Setback (FT) | 20 | 68 | 57 |
| Minimum Side Yard Aggregate (FT) | 50 | 117 | 181 |
| Minimum Rear Yard Setback (FT) | 40 | 78 | 130 |
| Min. Side Yard – Accessory Use (FT) | 10 | 78 | 10 |
| Min. Rear Yard – Accessory Use (FT) | 10 | 8* | 38 |
| Maximum Building Height (FT) | 35 | <35 | <35 |
| Maximum Building Coverage (%) | 15 | 5.1 | 3.4 |
| Maximum Impervious Coverage (%) | 30 | 13.5 | 18.7 |

* Existing Non-Conformity

1. Legal Descriptions should be generated for the two (2) revised lots. *Item Satisfied.*
2. The Applicant shall set pins on the two new property corners. *The Applicant states that they will comply.*
3. On the Zoning Summary Chart for 1266 Gulph Creek Drive, revise the TMP # 58-00-08891-22-2. *Item Satisfied.*
4. On the Zoning Summary Chart for 1272 Gulph Creek Drive – revise the TMP # 58-00-08891-24-9. TMP has not been revised
5. Add a scale and scale bar. *Item Satisfied.*
6. Show the building set-back lines. *Item Satisfied.*
7. Label the ‘Z’ lines as lot lines to be vacated. *Item Satisfied.*
8. Revise the road label from road to drive. *Item Satisfied.*
9. On the 1266 Lot, add the existing geometry/bearings and distances for the existing conditions and the proposed condition. *Item Satisfied.*
10. Label the tennis court as existing. *Item Satisfied.*
11. Show the tennis court side yard dimension of 10 feet. *Item Satisfied.*

12. On the Zoning Summary Charts, verify the lot width at the building set-back line for both lots. Both lots say 344 feet while our office has 290 +/- feet for Lot 1266. *Item Satisfied.*
13. Label all of the plan lot setbacks.
14. Revise both legal descriptions per the attached mark-ups.

RVE's recommendation for approval is contingent upon the applicant satisfactorily addressing each underlined comment and submitting revised plans and other materials. In conjunction with any resubmission, the applicant must provide a response letter using the same numbering system and explaining how each underlined comment has been satisfactorily addressed.

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

Very truly yours,
Remington & Vernick Engineers



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

- cc: Anthony Hamaday, Township Manager
Susan Kay & Paul Oberreither, Owner / Applicant
Joshua Solan & Jennifer M. Burgess, Owner / Applicant
Robert M. Lambert, P.E., Site Engineering Concepts, LLC
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
James R. Watson, P.E., P.L.S.

GULPH CREEK ROAD

$L=22.35'$
 $R=163.00'$
 $CH=N22^{\circ}18'13"E$
 $Lc=22.33'$

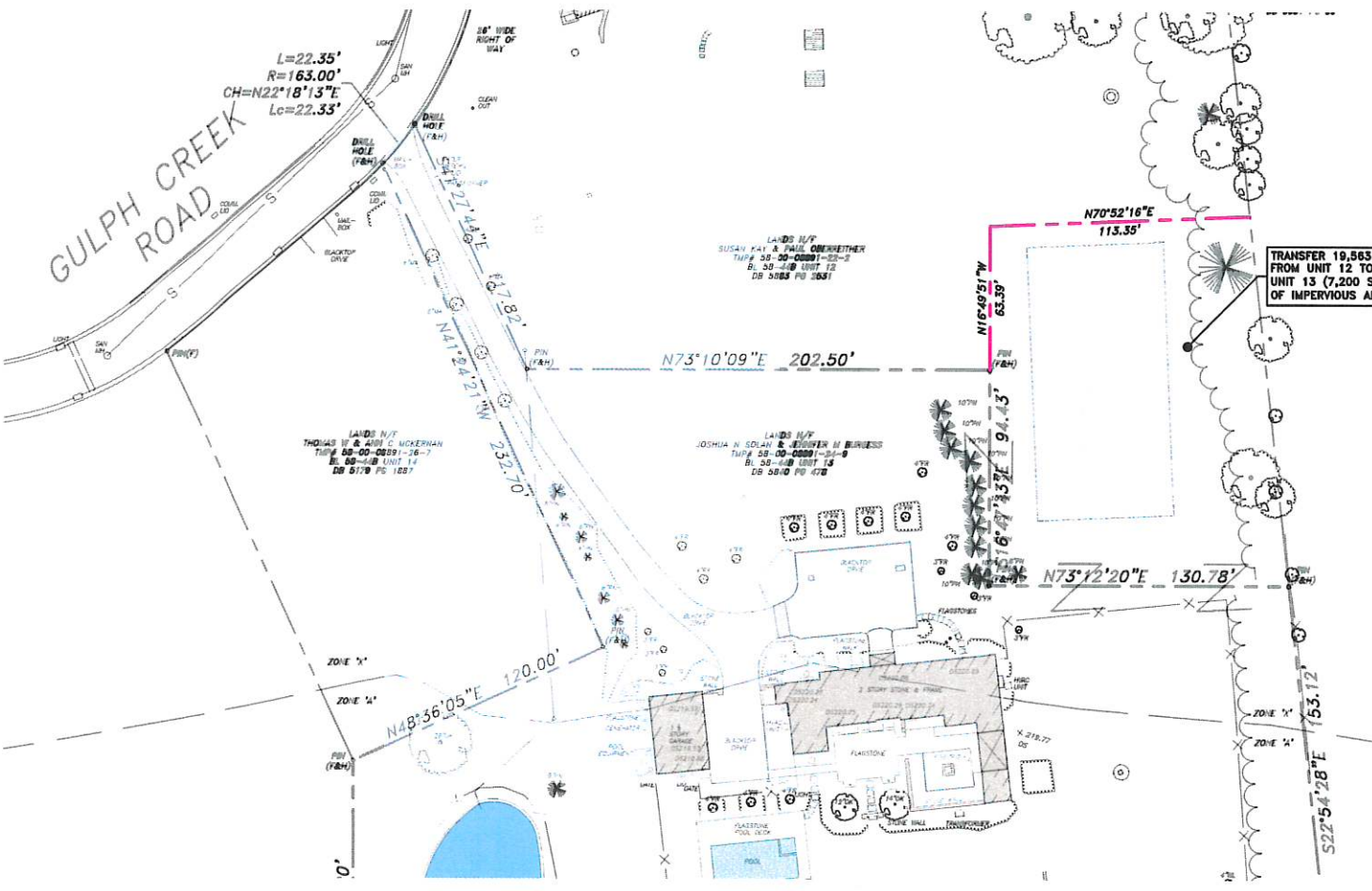
LANDS N/T
THOMAS W & ANNE C HICKERMAN
TRIP# 58-00-0089-16-7
BL 58-148 UNIT 14
DB 5178 PG 1587

LANDS N/T
SUSAN FAY & PAUL OBERHEITZER
TRIP# 58-00-0089-18-2
BL 58-148 UNIT 12
DB 5085 PG 1587

LANDS N/T
JOSHUA N SOLAN & JOSEPH M BURGESS
TRIP# 58-00-0089-18-8
BL 58-148 UNIT 13
DB 5086 PG 1587

LANDS N/T
DEBBIE HOLEWICK ASSN
TRIP# 58-00-0910-00-4
BL 58-148 UNIT 06
DB 6081 PG 60

TRANSFER 19,563 SF
FROM UNIT 12 TO
UNIT 13 (7,200 SF
OF IMPERVIOUS AREA)



**SUPERVISORS OF UPPER
MERION TOWNSHIP**

ACCOUNTS PAYABLE

INVOICES PROCESSED

January 8, 2021 to February 10, 2021

Approval Date: February 18, 2021

UPPER MERION TOWNSHIP

Invoices for Approval

February 18, 2021

| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|---------------------------------------|----------------------------------|------------------|------------------|
| 01138 Due from Developers | | | |
| HAMBURG RUBIN MULLIN MAXWELL & LU | DUE FROM DEVELOPER | 01138 - 0000 | 52.50 |
| REMINGTON & VERNICK ENGINEERS II, INC | DUE FROM DEVELOPER | 01138 - 0000 | 69.00 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 150.00 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 209.00 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 402.00 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 670.00 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 962.72 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 1,857.55 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 2,682.11 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 2,849.06 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 3,350.11 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 6,511.85 |
| | DUE FROM DEVELOPER | 01138 - 0000 | 7,686.22 |
| | DUE FROM DEVELOPERS | 01138 - 0000 | 300.00 |
| | <i>Total Due from Developers</i> | | 27,752.12 |
| 01150 Gas/Diesel/Postage | | | |
| PITNEY BOWES GLOBAL FINANCIAL SERV | POSTAGE METER BULK REFILL-DEC | 01150 - 3250 | 50.00 |
| | POSTAGE METER BULK REFILL-JAN | 01150 - 3250 | 50.00 |
| | POSTAGE METER REFILL-DEC | 01150 - 3250 | 900.00 |
| | POSTAGE METER REFILL-JAN | 01150 - 3250 | 599.59 |
| RIGGINS INC | DIESEL: PW GARAGE | 01150 - 2301 | 2,489.76 |
| | DIESEL: PW GARAGE | 01150 - 2301 | 5,595.41 |
| | DIESEL: PW GARAGE | 01150 - 2301 | 2,790.30 |
| | GASOLINE: PW GARAGE | 01150 - 2300 | 1.35 |
| | GASOLINE: PW GARAGE | 01150 - 2300 | 1,930.00 |
| | GASOLINE: PW GARAGE | 01150 - 2300 | 4,219.25 |
| | GASOLINE: PW GARAGE | 01150 - 2300 | 1,719.70 |
| | GASOLINE: TOWNSHIP BUILDING | 01150 - 2300 | 2,091.14 |
| | GASOLINE: TOWNSHIP BUILDING | 01150 - 2300 | 4,127.45 |
| | <i>Total Gas/Diesel/Postage</i> | | 26,563.95 |
| 01301 GF - Property Taxes | | | |
| REAL ESTATE REFUNDS | REFUND 211 CROOKED LANE | 01301 - 0600 | 9.16 |
| | <i>Total GF - Property Taxes</i> | | 9.16 |
| 01310 511 Taxes | | | |
| UPPER MERION AREA SCHOOL DIST | UMASD SHARE OF LST/AMUSE-DEC20 | 01310 - 0400 | 1,656.32 |
| | UMASD SHARE OF LST/AMUSE-DEC20 | 01310 - 0700 | 214.30 |
| | UMASD SHARE OF LST/AMUSE-DEC20 | 01310 - 0700 | 27,972.08 |
| | <i>Total 511 Taxes</i> | | 29,842.70 |
| 01362 Public Safety | | | |
| ADVANCED RECOVERY SYSTEMS INC | COMMISSION-1/1-1/31/21 | 01362 - 0630 | 1,770.48 |
| MISC | PERMIT REFUND | 01362 - 0400 | 160.00 |
| | PERMIT REFUND | 01362 - 0400 | 2,700.00 |
| | <i>Total Public Safety</i> | | 4,630.48 |
| 01365 Dog Licenses | | | |
| MONT CO TREASURER DOG LICENSING | DOG LICENCES-JAN | 01365 - 0100 | 138.00 |
| | DOG LICENCES-JAN | 01365 - 0110 | 62.00 |
| | <i>Total Dog Licenses</i> | | 200.00 |
| 01367 Park & Recreation | | | |
| PARK & REC REFUND | LAZARSKI REFUND | 01367 - 0492 | 200.00 |
| | NANSI REFUND | 01367 - 0492 | 150.00 |
| | NEARY REFUND | 01367 - 0492 | 17.86 |

UPPER MERION TOWNSHIP

Invoices for Approval

February 18, 2021

| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|-----------------------------------|------------------------------------|------------------|-----------------|
| PARK & REC REFUND | NGUYEN REFUND | 01367 - 0490 | 120.00 |
| | <i>Total Park & Recreation</i> | | 487.86 |
| 01377 Transit | | | |
| GREATER VALLEY FORGE T.M.A. | JAN21 SVC LESS OCT20-JAN21 TIX | 01377 - 0200 | -288.00 |
| | <i>Total Transit</i> | | -288.00 |
| 01380 Miscellaneous | | | |
| JOHN KOHLER | ROOT BARRIER MATRLS/CONSULT | 01380 - 0620 | 1,175.00 |
| | <i>Total Miscellaneous</i> | | 1,175.00 |
| 01395 Reimbursements | | | |
| NASCO HEALTHCARE INC | EMS TRAINING MANIKINS | 01395 - 0500 | 4,705.13 |
| | <i>Total Reimbursements</i> | | 4,705.13 |
| 01402 Accounting | | | |
| CAMPBELL DURRANT BEATTY PALOMBO | GENERAL LABOR-DEC | 01402 - 3140 | 1,121.00 |
| | GENERAL LABOR-JAN | 01402 - 3140 | 1,774.20 |
| EASTBURN & GRAY PC | LEGAL:LEGAL SVCS RENDERED-NOV | 01402 - 3140 | 3,349.50 |
| | LEGAL:LITG MATTERS-SEP,OCT,NOV | 01402 - 3140 | 7,795.86 |
| | LEGAL:LITIGATION MATTERS-DEC | 01402 - 3140 | 2,127.50 |
| | LEGAL:ZHB-DEC | 01402 - 3140 | 3,019.50 |
| | LEGAL:ZHB-NOV (BAL DUE) | 01402 - 3140 | 1,042.50 |
| | LEGAL:ZHB-SEP & OCT | 01402 - 3140 | 9,171.50 |
| FIRST HOSPITAL LABORATORIES INC | ANNUAL SUBSCR FEE | 01402 - 4200 | 500.00 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 01402 - 2300 | 17.08 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01402 - 3520 | 62.00 |
| HAMBURG RUBIN MULLIN MAXWELL & LU | LEGAL TWP-DEC | 01402 - 3140 | 17,493.87 |
| | LEGAL TWP-JAN | 01402 - 3140 | 9,485.75 |
| | LEGAL:212 EOOD ST-MAY | 01402 - 3140 | 105.00 |
| | LEGAL:336 MYERS RD-OCT | 01402 - 3140 | 577.50 |
| | LEGAL:900 RIVER RD-NOV | 01402 - 3140 | 770.00 |
| | LEGAL:NACHMAN HRG-JAN | 01402 - 3140 | 35.00 |
| | LEGAL:RTK-JAN | 01402 - 3140 | 665.00 |
| | LEGAL:SUMMIT ST-NOV | 01402 - 3140 | 105.00 |
| | LEGAL:TWP-NOV | 01402 - 3140 | 17,923.55 |
| | LEGAL:TWP-OCT (BAL DUE) | 01402 - 3140 | 12,121.75 |
| | LEGAL:ZHB MATTERS-JAN | 01402 - 3140 | 472.50 |
| | ZHB WOOD ST LLC-DEC | 01402 - 3140 | 717.50 |
| KELLY SERVICES, INC. | RECPT TEMP SVC-W/E 01/10 | 01402 - 1810 | 489.60 |
| | RECPT TEMP SVC-W/E 01/24 | 01402 - 1810 | 489.60 |
| | RECPT TEMP SVC-W/E 01/31 | 01402 - 1810 | 489.60 |
| | RECPT TEMP SVC-W/E 11/29 | 01402 - 1810 | 97.92 |
| | RECPT TEMP SVC-W/E 12/13 | 01402 - 1810 | 489.60 |
| | RECPT TEMP SVC-W/E 12/6 | 01402 - 1810 | 489.60 |
| | RECPT TEMP SVC-W/E 2/7 | 01402 - 1810 | 391.68 |
| LAW OFFICE OF SEAN KILKENNY | ACT 511 - JAN | 01402 - 3140 | 356.50 |
| MANAGERS EXPENSE CARD | BASKET-CONDOLENCE-BRYANT | 01402 - 9000 | 138.97 |
| | BOS DINNER MTG 1/4 | 01402 - 9000 | 74.50 |
| | BOS DINNER MTG 11/12 | 01402 - 9000 | 73.00 |
| | BOS DINNER MTG 11/5 | 01402 - 9000 | 96.50 |
| | BOS DINNER MTG 12/3 | 01402 - 9000 | 102.29 |
| | DAYTIMER-AH | 01402 - 2100 | 23.97 |
| | FLOWERS-CONDOLENCE-J WOLFE | 01402 - 9000 | 70.97 |
| MARK MANJARDI | CRT RPTG 1/20/21 | 01402 - 3160 | 200.00 |
| MCCARTHY & COMPANY PC | AUDITS & ADMIN-DEC | 01402 - 3111 | 4,550.60 |
| | AUDITS & ADMIN-JAN | 01402 - 3111 | 3,312.50 |
| NICHOLAS HIRIAK | 4THQTR20 CELL REIMB | 01402 - 3210 | 150.00 |

UPPER MERION TOWNSHIP

Invoices for Approval

February 18, 2021

| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|--------------------------------------|--------------------------------|------------------|-------------------|
| OFFICE BASICS | COFFEE/WATER SUPPLIES | 01402 - 9000 | 254.84 |
| PA STATE ASSOCIATION OF BOROUGHES | PSATS ANNUAL MEMBERSHIP | 01402 - 4200 | 2,933.00 |
| PAULA MESZAROS | CNDL USE HRG-MANCILL MIL-STENO | 01402 - 3160 | 170.00 |
| PBPMTCA | ANNUAL DUES-NFH | 01402 - 4200 | 50.00 |
| PENNSYLVANIA MUNICIPAL LEAGUE | PELRAS ANNUAL DUES | 01402 - 4200 | 750.00 |
| PIO EXPENSE CARD | DIGITAL PUBLISHING SOFTWARE | 01402 - 3420 | 420.00 |
| | SUBSCR GRAPHIC DESIGN SOFTWR | 01402 - 3420 | 119.40 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01402 - 3250 | 319.60 |
| | 4TH QTR20 LEASE PYMT | 01402 - 3420 | 117.68 |
| RICHTER DRAFTING & OFFICE SUPPLY CO. | NOTEBOOK/PLANNER | 01402 - 2100 | 95.78 |
| | PLANNERS/PADS/DESK REFILL | 01402 - 2100 | 59.41 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01402 - 3840 | 2.38 |
| | RICOH USAGE | 01402 - 3840 | 3.05 |
| | RICOH USAGE | 01402 - 3840 | 27.71 |
| | RICOH USAGE | 01402 - 3840 | 139.72 |
| SPECTOR GADON & ROSEN, P.C. | LEGAL ENVIMNTL-GALLAGHER-NOV20 | 01402 - 3140 | 278.30 |
| TD BANK CARD | ALI'S BABY SHOWER | 01402 - 9000 | 69.56 |
| | BOS SUPPLIES | 01402 - 9000 | 94.94 |
| | WEB CAM & BATTERIES | 01402 - 2700 | 82.97 |
| TIMES HERALD PUBLISHING CO INC | AD: COMMISSION MTG REORG DATES | 01402 - 3160 | 271.73 |
| | AD:BOS MTG DATES FOR 2021 | 01402 - 3160 | 418.43 |
| | AD:ZHB 2020-24 | 01402 - 3160 | 348.86 |
| VERIZON | CELL SERVICE-DEC | 01402 - 3210 | 71.74 |
| | CELL SERVICE-DEC | 01402 - 4597 | 40.58 |
| | CELL SERVICE-NOV | 01402 - 3210 | 72.90 |
| | CELL SERVICE-NOV | 01402 - 4597 | 41.24 |
| | CELL SERVICE-OCT | 01402 - 3210 | 72.90 |
| | CELL SERVICE-OCT | 01402 - 4597 | 41.27 |
| VINCE LATTUCA | CELL PHONE REIMBURSEMENT | 01402 - 4597 | 150.00 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01402 - 3840 | 199.36 |
| | Total Accounting | | 110,257.81 |

01403 Tax Collection

| | | | |
|------------------------------------|--------------------------------|--------------|-----------------|
| BOHICA INC | 5,000 BUS MERCANTILE LICENSES | 01403 - 2250 | 1,861.48 |
| | 5,000 LST WINDOW ENVELOPES | 01403 - 2250 | 2,700.00 |
| | 8,900 TAX PACKAGE ENVELOPES | 01403 - 2250 | 4,508.03 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01403 - 2250 | 109.70 |
| | Total Tax Collection | | 9,179.21 |

01407 Information Technology

| | | | |
|--------------------------------|--|--------------|------------------|
| ADMIN HARRIS | WEBSITE OVERAGE | 01407 - 3211 | 20.00 |
| CDW-G INC #3418616 | CAMERA AND MIC | 01407 - 2200 | 83.04 |
| | MEMORY AND SSD | 01407 - 2200 | 151.79 |
| | MICR TONER | 01407 - 2200 | 405.32 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01407 - 3520 | 15.50 |
| IRON MOUNTAIN INFO MGMT INC | OFFSITE DIGITAL STORAGE | 01407 - 3741 | 327.19 |
| | OFFSITE DIGITAL STORAGE | 01407 - 3741 | 335.03 |
| OMEGA SYSTEMS CONSULTANTS, INC | DFS CONFIG REFUND | 01407 - 3743 | -406.88 |
| | DFS CONFIGURATION | 01407 - 3743 | 813.75 |
| TYLER TECHNOLOGIES INC | MUNIS MAINTENANCE - \$26,995 | 01407 - 3742 | 33,753.69 |
| VERIZON | CELL SERVICE-DEC | 01407 - 3210 | 108.11 |
| | CELL SERVICE-NOV | 01407 - 3210 | 109.85 |
| | CELL SERVICE-OCT | 01407 - 3210 | 109.88 |
| WEIDENHAMMER | CISCO AMP WEBSITE FILTERING | 01407 - 3742 | 508.75 |
| | Total Information Technology | | 36,335.02 |

01408 Planning

| | | | |
|--------------|---------------------------|--------------|--------|
| ADMIN HARRIS | SUSTAINABILITY SEMINAR-GH | 01408 - 4620 | 450.00 |
|--------------|---------------------------|--------------|--------|

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| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|---|--------------------------------|------------------|------------------|
| ARRO CONSULTING INC | MS4 REPORTING & MAPPING | 01408 - 3131 | 1,800.00 |
| | MS4 REPORTING & MAPPING | 01408 - 3131 | 5,000.00 |
| | PSA: KERRWOOD BRIDGE | 01408 - 3130 | 4,045.50 |
| | PSA: KERRWOOD DRIVE BRIDGE | 01408 - 3130 | 3,775.80 |
| | PSA: KERRWOOD DRIVE BRIDGE | 01408 - 3130 | 5,933.40 |
| E S R I INC | ARCGIS LICENSES | 01408 - 3130 | 3,025.00 |
| | ARCGIS LICENSES | 01408 - 3190 | 1,700.00 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01408 - 3520 | 15.50 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01408 - 3250 | 11.72 |
| REMINGTON & VERNICK ENGINEERS II, INC | GENERAL ENGINEERING | 01408 - 3130 | 3,268.80 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01408 - 3840 | 3.66 |
| | RICOH USAGE | 01408 - 3840 | 70.35 |
| T & M ASSOCIATES | PSA: 2020 ROAD PROGRAM | 01408 - 3130 | 8,500.00 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01408 - 3840 | 70.00 |
| | <i>Total</i> | | 37,669.73 |
| | <i>Planning</i> | | |
| 01410 Police | | | |
| ANDAX INDUSTRIES LLC | HONOR GUARD UNIFORM GEAR | 01410 - 2950 | 109.20 |
| AQUA PENNSYLVANIA | TOWN CTR SUBSTATION DEC | 01410 - 3600 | 90.56 |
| | TOWNCTR SUBSTATION DEC | 01410 - 3600 | 102.10 |
| BERGEY'S FORD INC. | UNIT 14: WIPER FLUID PUMP | 01410 - 3750 | 46.44 |
| | UNIT 52/441: SPARK PLUG/FILTER | 01410 - 3750 | 118.11 |
| BOB'S AUTO PARTS | CREDIT: BATTERY CORE | 01410 - 3750 | -70.00 |
| | CREDIT: BATTERY CORE | 01410 - 3750 | -20.00 |
| | UNIT 20: BATTERY | 01410 - 3750 | 182.04 |
| | UNIT 52: BRAKE CALIPER | 01410 - 3750 | 122.27 |
| | UNIT 52: BRAKES | 01410 - 3750 | 273.77 |
| BRIDGEPORT TROPHY | 2 UNIFORM NAME PLATES | 01410 - 2380 | 30.00 |
| | 2 UNIFORM NAME PLATES | 01410 - 2380 | 30.00 |
| | OFFICE NAME PLATE | 01410 - 3250 | 14.00 |
| C M S W A T | ANNUAL ASSESSMENT | 01410 - 3190 | 3,500.00 |
| CAROLYN GRENIER | REIMB CELL 4TH QTR 2020 | 01410 - 3210 | 75.00 |
| CDW-G INC #3418616 | DVD'S | 01410 - 2200 | 89.13 |
| CODY COMPUTER SERVICES INC | CRASH REPORTING LICENSE | 01410 - 3746 | 5,175.00 |
| COMCAST CORPORATION | COMMUNICATION LINES 0121 | 01410 - 3210 | 200.00 |
| | COMMUNICATION LINES 0121 | 01410 - 3210 | 253.35 |
| | SERVICE JAN | 01410 - 3210 | 60.04 |
| COMMONWEALTH OF PENNSYLVANIA | ANNUAL REG IN 1033 PROGRAM | 01410 - 4200 | 500.00 |
| DONALD W. MORRISON, PHD | PROFESSIONAL SERVICES | 01410 - 4200 | 975.00 |
| EASTERN AUTO PARTS WAREHOUSE | UNIT 81: BLOWER RESISTOR | 01410 - 3750 | 30.74 |
| FBI | 3 REGS CLI TRAINING | 01410 - 4620 | 2,085.00 |
| | 3 REGS ELI TRAINING | 01410 - 4620 | 2,085.00 |
| FEDERAL EXPRESS CORPORATION | 2 PKGS SENT | 01410 - 3250 | 56.50 |
| | PKG SENT | 01410 - 3250 | 26.95 |
| FRANK JONES TROPHIES | UNIFORM SHIRTS COMMAND | 01410 - 2380 | 260.00 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 01410 - 2300 | 384.34 |
| GENERAL BINDING CORP | SERVICE SHREDDER | 01410 - 2200 | 342.80 |
| GM FINANCIAL LEASING | LEASE UNIT 70 (REIMB ATF) | 01410 - 3750 | 495.80 |
| | LEASE UNIT 70 (REIMB ATF) | 01410 - 3750 | 495.80 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01410 - 3520 | 1,682.06 |
| HALOSIL INTERNATIONAL INC | HALO EQUIPMENT SUPPLIES | 01410 - 2200 | 2,826.00 |
| HOME DEPOT | SUPPLIES-DEC | 01410 - 3730 | 23.45 |
| | SUPPLIES-JAN | 01410 - 2200 | 16.93 |
| INTERNATIONAL ASSOC OF CHIEFS OF POLICE | ANNUAL DUES 2021 | 01410 - 4200 | 190.00 |
| JENNIFER KOBE | REIMB CELL 4TH QTR 2020 | 01410 - 3210 | 75.00 |
| JOHN KENNEDY FORD INC | REPAIRS UNIT 49 | 01410 - 3750 | 1,615.00 |
| LANGUAGE SERVICES ASSOCIATES | TRANSLATION SERVICES DEC | 01410 - 3190 | 65.10 |
| MCKESSON MEDICAL-SURGICAL GOVERNMENT | GLOVES | 01410 - 2200 | 33.87 |

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| MCKESSON MEDICAL-SURGICAL GOVERN | SUPPLIES | 01410 - 2200 | 100.38 |
| NICHOLAS SORGINI | REIMB UNIFORM PANTS | 01410 - 2380 | 42.00 |
| OFFICE BASICS | DISINFECTANT WIPES | 01410 - 2200 | 445.00 |
| | SUPPLIES | 01410 - 3730 | 116.73 |
| PECO ENERGY | LEASE PISTOL RANGE 2021 | 01410 - 3600 | 750.00 |
| | LEASE SCALE HOUSE GROUND 2021 | 01410 - 3600 | 10.00 |
| | TOWNCTR SUBSTATION JAN | 01410 - 3600 | 164.40 |
| PENNSYLVANIA POLICE ACCREDITATION | ANNUAL DUES | 01410 - 4200 | 100.00 |
| | ANNUAL DUES 2021 | 01410 - 4200 | 100.00 |
| PHILA OCC HEALTH | 2 PHYSICALS - PROMOTIONS | 01410 - 3190 | 81.00 |
| | EMPLOYEE SCREENING | 01410 - 3190 | 25.00 |
| | EMPLOYEE SCREENINGS | 01410 - 3190 | 25.00 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01410 - 3250 | 143.99 |
| POLICE EXPENSE CARD | AMAZON - BIKE PATROL PARTS | 01410 - 2200 | 126.14 |
| | AMAZON - MONTLY CHARGE | 01410 - 2200 | 13.77 |
| | AMAZON - PARTS BIKE PATROL | 01410 - 3750 | 330.75 |
| | AMAZON - SWITCH RETURNED | 01410 - 3750 | -20.23 |
| | AMAZON -PEDALS BIKE PATROL | 01410 - 2950 | 41.97 |
| | AMAZON -TIRE TUBES BIKE PATROL | 01410 - 2950 | 46.00 |
| | AMAZON- BIKE PATROL PARTS | 01410 - 3750 | 68.73 |
| | AMAZON- SWITCH CAR | 01410 - 3750 | 20.23 |
| | AMAZON-EXTERNAL HARD DRIVE | 01410 - 2200 | 63.59 |
| | AUTO TAGS- REG HW VEHICLE | 01410 - 3750 | 100.00 |
| | BEST BUY- MONITER MALL CAMERAS | 01410 - 2200 | 384.98 |
| | BEST BUY-FRIDGE EVID. ROOM | 01410 - 2200 | 554.98 |
| | COPS PLUS- HONOR GUARD GEAR | 01410 - 2380 | 87.61 |
| | KEURIG - COFFEE SUPPLIES | 01410 - 2200 | 97.92 |
| | KEURIG - COFFEE SUPPLIES | 01410 - 2910 | 110.34 |
| | NATW - ANNUAL DUES | 01410 - 4200 | 35.00 |
| | SAFETY INST -CPR TRAIN HILL | 01410 - 4620 | 15.00 |
| | SAFETY INST.-TRAINING HILL | 01410 - 4620 | 30.00 |
| | STAPLES - SUPPLIES | 01410 - 2910 | 119.97 |
| | TOLL - TURNPIKE 12/11 | 01410 - 3750 | 34.20 |
| | WORLD POINT -CPR SUPPLIES | 01410 - 4620 | 492.00 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01410 - 3700 | 11.58 |
| | RICOH USAGE | 01410 - 3700 | 15.26 |
| | RICOH USAGE | 01410 - 3700 | 40.22 |
| | RICOH USAGE | 01410 - 3700 | 147.79 |
| ROBERT SMULL | REIMB CELL 4TH QTR 2020 | 01410 - 3210 | 75.00 |
| SCHANK PRINTING INC. | BUSINESS CARDS | 01410 - 3400 | 85.00 |
| | BUSINESS CARDS MB | 01410 - 3400 | 85.00 |
| ST GEORGE HUNT VMD | VET SERVICES 9/17 MADDIE | 01410 - 3190 | 140.09 |
| | VET SERVICES ANNA 11/2 | 01410 - 3190 | 67.64 |
| | VET SERVICES KYZAR 1/27 | 01410 - 3190 | 388.62 |
| | VET SERVICES KYZAR 12/21 | 01410 - 3190 | 190.95 |
| | VET SERVICES MADDIE 1/20 | 01410 - 3190 | 159.59 |
| | VET SERVICES MADDIE 1/7 | 01410 - 3190 | 48.20 |
| STEELE'S TRUCK & AUTO REPAIR INC | UNIT 52: EMISSIONS | 01410 - 3750 | 45.00 |
| TD BANK CARD | SUPPLIES | 01410 - 2910 | 106.95 |
| TESSCO INCORPORATED | RADIO SUPPLIES | 01410 - 3270 | 33.88 |
| | SUPPLIES SPEAKER PROJECT | 01410 - 2200 | 75.55 |
| | SUPPLIES SPEAKER PROJECT | 01410 - 2200 | 129.91 |
| TRITECH FORENSICS | EVIDENCE TECH SUPPLIES | 01410 - 2200 | 163.75 |
| UNI-SELECT USA INC | UNIT 17: FILTERS | 01410 - 3750 | 9.78 |
| | UNIT 18: AIR FILTER | 01410 - 3750 | 4.99 |
| | UNIT 19: FILTERS | 01410 - 3750 | 14.90 |
| | UNIT 51/16: FILTERS | 01410 - 3750 | 15.62 |

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| UNI-SELECT USA INC | UNIT 52: FILTERS | 01410 - 3750 | 12.36 |
| VERIZON | CELL SERVICE-DEC | 01410 - 3210 | 1,996.38 |
| | CELL SERVICE-NOV | 01410 - 3210 | 2,096.50 |
| | CELL SERVICE-OCT | 01410 - 3210 | 2,097.73 |
| W B MASON CO INC AC# MI-1255 | CALENDARS | 01410 - 2200 | 25.00 |
| | SUPPLIES | 01410 - 2200 | 48.87 |
| | SUPPLIES | 01410 - 2200 | 104.22 |
| | SUPPLIES | 01410 - 2910 | 11.99 |
| | SUPPLIES | 01410 - 2910 | 28.56 |
| | SUPPLIES | 01410 - 3730 | 75.88 |
| | SUPPLIES | 01410 - 3730 | 94.77 |
| | SUPPLIES | 01410 - 3730 | 301.99 |
| | SUPPLIES | 01410 - 3730 | 332.86 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01410 - 3700 | 241.36 |
| WITMER ASSOCIATES INC | TSU CASUAL UNIFORM | 01410 - 2380 | 69.90 |
| | TSU CASUAL UNIFORM | 01410 - 2380 | 107.90 |
| WORLDPOINT ECC, INC | CPR TRAINING SUPPLIES | 01410 - 4620 | 492.00 |
| YCG INC | CALIBRATION CONTRACT 2021 | 01410 - 3190 | 1,837.50 |
| | Total | | 41,533.84 |
| | Police | | |
| 01411 Fire and EMS | | | |
| 911 SAFETY EQUIPMENT | UNIFORMS | 01411 - 2200 | 8.00 |
| | UNIFORMS | 01411 - 2200 | 11.00 |
| | UNIFORMS | 01411 - 2200 | 73.50 |
| | UNIFORMS | 01411 - 2200 | 151.45 |
| | UNIFORMS | 01411 - 2200 | 195.00 |
| | UNIFORMS | 01411 - 2200 | 241.00 |
| | UNIFORMS | 01411 - 2200 | 255.00 |
| | UNIFORMS | 01411 - 2200 | 350.00 |
| | UNIFORMS | 01411 - 2200 | 1,372.00 |
| | UNIFORMS | 01411 - 2200 | 1,953.00 |
| | UNIFORMS | 01411 - 2200 | 2,089.00 |
| | UNIFORMS | 01411 - 2380 | 36.00 |
| AMAZON CAPITAL SERVICES, INC. | FLEXIBLE MAGNETIC TAPE | 01411 - 2200 | 17.98 |
| AMERICAN HEART ASSOCIATION INC | CPR TRAINING SUPPLIES | 01411 - 4620 | 978.95 |
| AQUA PENNSYLVANIA | HYDRANT MAINT | 01411 - 3790 | 1,706.75 |
| | HYDRANT MAINT | 01411 - 3790 | 29,092.50 |
| BERGEY'S FORD INC. | PARTS 356-4 | 01411 - 3750 | 18.05 |
| BOB'S AUTO PARTS | UNIT 562-1: OIL | 01411 - 3750 | 59.88 |
| BOUND TREE MEDICAL LLC | EMS SUPPLIES | 01411 - 2100 | 197.70 |
| | EMS SUPPLIES | 01411 - 2100 | 593.10 |
| | EMS SUPPLIES | 01411 - 2100 | 1,951.77 |
| | EMS SUPPLIES | 01411 - 2100 | 2,027.74 |
| COMCAST CORPORATION | COMMUNICATION LINES 0121 | 01411 - 3210 | 714.52 |
| | COMMUNICATION LINES 1220 | 01411 - 3210 | 611.50 |
| | PHONE LINES | 01411 - 3210 | 44.22 |
| DEER PARK | WATER DELIVERY STA 356 | 01411 - 2200 | 139.56 |
| DIRKS PEST MANAGEMENT SPECIALIST | PEST CONTROL STA 356 | 01411 - 3600 | 80.00 |
| FEDERAL EXPRESS CORPORATION | PKG SENT | 01411 - 2200 | 28.37 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 01411 - 2300 | 247.69 |
| G. L. SAYRE INC. | CREDIT: BRAKE PADS | 01411 - 3750 | -166.66 |
| | CREDIT: BRAKE PADS | 01411 - 3750 | -166.66 |
| | UNIT 356-1: BRAKE PADS | 01411 - 3750 | 166.66 |
| | UNIT 356-4: FILTER ELEMENT | 01411 - 3750 | 50.19 |
| GLICK FIRE EQUIPMENT COMPANY INC | REPAIRS 356-1 | 01411 - 3750 | 220.73 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01411 - 3520 | 576.60 |
| INTERNATIONAL ASSOCIATION OF ARSON | 2021 DUES | 01411 - 4200 | 100.00 |
| JOHN HAWKSWORTH | CRITICAL CARE COURSE REIMB | 01411 - 2100 | 804.20 |

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|--------------------------------------|------------------------------|------------------|---------------|
| JOHN S POSEN INC | MEDICAL OXYGEN | 01411 - 2100 | 29.90 |
| | MEDICAL OXYGEN | 01411 - 2100 | 86.70 |
| | MEDICAL OXYGEN | 01411 - 2100 | 167.45 |
| KARL STORZ ENDOSCOPY - AMERICA INC | CMAC REPAIR | 01411 - 2100 | 12.50 |
| KING OF PRUSSIA VOL FIRE CO | 2021 STIPEND | 01411 - 2424 | 158,745.00 |
| | FEBRUARY ALLOCATION | 01411 - 2420 | 18,607.75 |
| | LEASE PAYMENT #18 | 01411 - 3701 | 9,927.00 |
| MATTHEW WELCH | CRITICAL CARE COURSE REIMB | 01411 - 2100 | 804.20 |
| MCDONALDS UNIFORM INC | BOOTS | 01411 - 2380 | 200.00 |
| | UNIFORMS | 01411 - 2380 | 53.99 |
| | UNIFORMS | 01411 - 2380 | 120.58 |
| | UNIFORMS | 01411 - 2380 | 125.98 |
| | UNIFORMS | 01411 - 2380 | 129.99 |
| | UNIFORMS | 01411 - 2380 | 141.99 |
| | UNIFORMS | 01411 - 2380 | 159.99 |
| | UNIFORMS | 01411 - 2380 | 195.95 |
| | UNIFORMS | 01411 - 2380 | 249.99 |
| | UNIFORMS | 01411 - 2380 | 613.93 |
| | UNIFORMS | 01411 - 2380 | 627.38 |
| | UNIFORMS | 01411 - 2380 | 673.93 |
| | UNIFORMS | 01411 - 2380 | 703.93 |
| MCKESSON MEDICAL-SURGICAL GOVERN | EMS SUPPLIES | 01411 - 2100 | 120.84 |
| | EMS SUPPLIES | 01411 - 2100 | 133.92 |
| | EMS SUPPLIES | 01411 - 2100 | 199.35 |
| | EMS SUPPLIES | 01411 - 2100 | 266.58 |
| | EMS SUPPLIES | 01411 - 2100 | 584.38 |
| | EMS SUPPLIES | 01411 - 2100 | 864.57 |
| | EMS SUPPLIES | 01411 - 2100 | 2,637.44 |
| PECO ENERGY | STA 356 A/C | 01411 - 3600 | 60.23 |
| | STA 356 ELECTRIC AND GAS | 01411 - 3600 | 857.12 |
| | STN 356 A/C-DEC | 01411 - 3600 | 61.06 |
| | STN356 ELEC/GAS-DEC | 01411 - 3600 | 842.84 |
| PENNA AMERICAN WATER CO. | HYDRANT MAINT | 01411 - 3790 | 985.12 |
| PETTY CASH | PETTY CASH REPLENISH | 01411 - 2910 | 51.78 |
| PHILA OCC HEALTH | EMPLOYEE SCREENINGS | 01411 - 3190 | 25.00 |
| POLICE EXPENSE CARD | HEX ARMOR- 30 GOGGLES | 01411 - 2100 | 784.69 |
| | TOLL TURNPIKE 12/11 FIRE/EMS | 01411 - 3750 | 11.50 |
| | TOLL TURNPIKE 12/14 FIRE/EMS | 01411 - 3750 | 8.00 |
| | TURNPIKE TOLL 12/14 FIRE/EMS | 01411 - 3750 | 13.80 |
| REPUBLIC SERVICES INC | TRASH COLLECTION STA 356 | 01411 - 3600 | 270.66 |
| | TRASH SVC STA 356 | 01411 - 3600 | 272.91 |
| RICHTER DRAFTING & OFFICE SUPPLY CO. | OFFICE SUPPLIES | 01411 - 2200 | 49.91 |
| STEPHEN A PULLEY | 21 MEDICAL DIRECTOR CONTRACT | 01411 - 3190 | 10,000.00 |
| SWEDELAND VOL. FIRE CO. | 2021 STIPEND | 01411 - 2424 | 83,122.50 |
| | FEBRUARY ALLOCATION | 01411 - 2420 | 12,687.50 |
| SWEDESBURG VOL. FIRE CO. | 2021 STIPEND | 01411 - 2424 | 83,122.50 |
| | FEBRUARY ALLOCATION | 01411 - 2420 | 10,995.00 |
| | REIMB ALADTEC | 01411 - 3746 | 7,253.00 |
| TEMPLE UNIVERSITY | TRANING CARDS | 01411 - 4620 | 360.00 |
| THE ADT SECURITY CORPORATION | QUARTERLY SERVICE STA 356 | 01411 - 3600 | 382.08 |
| TRANSAXLE LLC | UNIT 356-1: BRAKE PADS | 01411 - 3750 | 197.70 |
| UNI-SELECT USA INC | UNIT 351-1: FILTER | 01411 - 3750 | 6.85 |
| | UNIT 356-2 & 356-4: FILTERS | 01411 - 3750 | 36.97 |
| VERIZON | CELL SERVICE-DEC | 01411 - 3210 | 973.11 |
| | CELL SERVICE-NOV | 01411 - 3210 | 987.97 |
| | CELL SERVICE-OCT | 01411 - 3210 | 951.15 |

Total Fire and EMS 459,386.45

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| 01413 Codes Enforcement | | | |
| BERGEY'S FORD INC. | UNIT 354: REAR TAILLIGHT | 01413 - 3750 | 304.16 |
| CODE ENFORCEMENT EXPENSE CARD | BS TOOL | 01413 - 2600 | 24.35 |
| | CEU MZ | 01413 - 9000 | 410.00 |
| | CEU'S TRAINING | 01413 - 9000 | 135.00 |
| | CEU'S TRAINING | 01413 - 9000 | 650.00 |
| | CNG #326 | 01413 - 2300 | 33.65 |
| | GAS - VOLT #330 | 01413 - 2300 | 11.10 |
| DISTRICT COURT 38-1-09 | COURT FILING-210 BALLIGOMINGO | 01413 - 2900 | 127.75 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 01413 - 2300 | 51.25 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01413 - 3520 | 37.20 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01413 - 3250 | 122.26 |
| RICHTER DRAFTING & OFFICE SUPPLY CO. | GLOVES | 01413 - 2100 | 9.95 |
| | OFF SUPPLIES | 01413 - 2100 | 172.35 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01413 - 3840 | 2.54 |
| | RICOH USAGE | 01413 - 3840 | 7.90 |
| | RICOH USAGE | 01413 - 3840 | 48.88 |
| STEELE'S TRUCK & AUTO REPAIR INC | UNIT 321: EMISSIONS | 01413 - 3750 | 35.00 |
| TRAISSR LLC | TRAISSR | 01413 - 3746 | 1,065.00 |
| VERIZON | CELL SERVICE-DEC | 01413 - 3210 | 327.99 |
| | CELL SERVICE-NOV | 01413 - 3210 | 333.28 |
| | CELL SERVICE-OCT | 01413 - 3210 | 333.36 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01413 - 3840 | 99.68 |
| | Total Codes Enforcement | | 4,342.65 |
| 01430 Transportation | | | |
| AMAZON CAPITAL SERVICES, INC. | LICENSE PLATE BRACKET | 01430 - 3750 | 24.67 |
| | MOUNTING PLATE | 01430 - 3740 | 68.31 |
| | TRAILER TIE-DOWN ANCHORS | 01430 - 3740 | 52.52 |
| ARDMORE TIRE, INC | UNIT 431: TIRES | 01430 - 3750 | 1,055.50 |
| ARMOUR & SONS ELECTRIC | PED POLE REPAIR | 01430 - 2250 | 2,049.89 |
| | STREET LIGHT: PHILADELPHIA AVE | 01430 - 2200 | 1,675.10 |
| BERGEY'S FORD INC. | UNIT 430: AIR PRESSURE SWITCH | 01430 - 3750 | 165.28 |
| | UNIT 52/441: SPARK PLUG/FILTER | 01430 - 3750 | 15.42 |
| BOB'S AUTO PARTS | CREDIT: BATTERY CORE | 01430 - 3750 | -20.00 |
| | UNIT 434: BATTERY | 01430 - 3740 | 29.98 |
| | UNIT 444: FAN BLOWER RESISTOR | 01430 - 3750 | 21.00 |
| | UNIT 447: WIPER SWITCH | 01430 - 3750 | 130.00 |
| | UNIT 459: FAN BELT | 01430 - 3750 | 27.30 |
| BROADVIEW NETWORKS | COMMUNICATION LINES 1220 | 01430 - 3210 | 125.54 |
| CDW-G INC #3418616 | RJ45 INLINE DATAPROTECTORS | 01430 - 2200 | 76.96 |
| CHARIOT GRAPHICS INC | TRUCK LETTERS & DECALS | 01430 - 3750 | 665.00 |
| CINTAS CORPORATION #2 | FIRST AID SUPPLIES | 01430 - 2446 | 83.87 |
| COLLIFLOWER INC | UNIT 445: HYDRAULIC FITTINGS | 01430 - 3750 | 43.17 |
| COLONIAL ELECTRIC SUPPLY CO #U425 | 3/4 SEALING LOCK | 01430 - 2200 | 19.47 |
| | CAT6 WIRE SHIELD | 01430 - 2200 | 44.64 |
| | COMPACT FLUORESCENT LIGHT | 01430 - 2200 | 5.40 |
| | CORD CONNECTORS | 01430 - 2200 | 60.96 |
| | STRAIN RELIEF CONNECTORS | 01430 - 2200 | 108.14 |
| DEER PARK | COOLER WATER: TRANSPORTATION | 01430 - 3730 | 28.63 |
| DUFF SUPPLY COMPANY | CPVC UNION | 01430 - 3740 | 22.30 |
| FASTENAL COMPANY | PLOW HARDWARE | 01430 - 3750 | 18.01 |
| | TRAFFIC CAMERA HARDWARE | 01430 - 2200 | 12.81 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 01430 - 2300 | 196.44 |
| GLASGOW INC. | ASPHALT: COATES LN EMS REPAIR | 01430 - 2451 | 96.58 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01430 - 3520 | 480.50 |
| H A WEIGAND INC. | NOR-VIEW WATER SIGNAGE | 01430 - 2457 | 27.00 |

UPPER MERION TOWNSHIP

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| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|-------------------------------------|--------------------------------|------------------|---------------|
| H A WEIGAND INC. | SOLAR FLASHING STOP SIGN | 01430 - 2457 | 1,485.00 |
| HOME DEPOT | SUPPLIES-DEC | 01430 - 2451 | 39.75 |
| | SUPPLIES-JAN | 01430 - 2200 | 338.79 |
| | SUPPLIES-JAN | 01430 - 2451 | 116.97 |
| | SUPPLIES-JAN | 01430 - 2600 | 69.31 |
| | SUPPLIES-JAN | 01430 - 3730 | 451.35 |
| | SUPPLIES-JAN | 01430 - 3740 | 14.94 |
| HOOVER TRUCK CENTERS, INC. | UNIT 446: ARM ASSEMBLY | 01430 - 3750 | 77.40 |
| I.M.S.A. | IMSA MEMBERSHIP: GREENE | 01430 - 4200 | 100.00 |
| | IMSA MEMBERSHIP: HEHN | 01430 - 4200 | 100.00 |
| JOSEPH O'DONNELL | 20Q4 PHONE: O'DONNELL | 01430 - 2451 | 150.00 |
| KEIL WELDING & FABRICATING INC | BRINE TRAILER CROSS BEAMS | 01430 - 3740 | 820.00 |
| | C-VALVE: HAMLET DRIVE | 01430 - 2453 | 340.00 |
| KENCO HYDRAULICS INC | CYLINDER REPAIR | 01430 - 3740 | 605.00 |
| MATTHEW GREENE | 2021 BOOTS: GREENE | 01430 - 2446 | 110.00 |
| | 20Q3 PHONE: GREENE | 01430 - 2200 | 150.00 |
| MISC | MAILBOX REIM: CULBERTSON | 01430 - 2451 | 48.74 |
| | MAILBOX REIM: DOUGHERTY | 01430 - 2451 | 150.00 |
| | MAILBOX REIM: FILANDINO | 01430 - 2451 | 72.40 |
| | MAILBOX REIM: LANDSMAN | 01430 - 2451 | 100.15 |
| | MAILBOX REIMBURSEMENT: DAISEY | 01430 - 2451 | 86.16 |
| | MAILBOX REIMBURSEMENT: DRYBURG | 01430 - 2451 | 84.83 |
| | MAILBOX REIMBURSEMENT: JONES | 01430 - 2451 | 150.00 |
| NATIONWIDE CHEMICALS LLC | SALT REMOVER WASH | 01430 - 3750 | 436.70 |
| NORRIS SALES CO. INC. | UNIT 470 LOAD BINDERS | 01430 - 3740 | 214.20 |
| PA DEPT ENVIRONMENTAL PROTECTION | DEP STORAGE TANK PERMIT | 01430 - 3730 | 100.00 |
| PECO ENERGY | ELECTRIC: PW GARAGE | 01430 - 3600 | 1,169.44 |
| | ELECTRIC: PW GARAGE | 01430 - 3600 | 1,284.35 |
| | ELECTRIC: SALT SHED | 01430 - 3600 | 30.73 |
| | ELECTRIC: SHOEMAKER ROAD TL | 01430 - 3611 | 10.75 |
| | ELECTRIC: STREET LIGHTS | 01430 - 3612 | 1,709.01 |
| | ELECTRIC: TRAFFIC SIGNALS | 01430 - 3611 | 965.42 |
| | GAS: PW GARAGE | 01430 - 3600 | 29.49 |
| PENNA AMERICAN WATER CO. | WATER: PW GARAGE | 01430 - 3600 | 44.64 |
| | WATER: PW GARAGE | 01430 - 3600 | 498.12 |
| | WATER: PW GARAGE | 01430 - 3600 | 42.64 |
| | WATER: PW GARAGE | 01430 - 3600 | 299.86 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01430 - 3250 | 3.73 |
| POLICE EXPENSE CARD | W NORRITON AUTO WASH CAR 425 | 01430 - 3750 | 211.98 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01430 - 3840 | 2.02 |
| RIVERSIDE CONSTRUCTION MATERIALS IN | BULK ROAD SALT | 01430 - 2452 | 1,192.12 |
| | BULK ROAD SALT | 01430 - 2452 | 11,079.79 |
| | BULK ROAD SALT | 01430 - 2452 | 12,877.25 |
| | BULK ROAD SALT | 01430 - 2452 | 25,568.70 |
| | BULK ROAD SALT | 01430 - 2452 | 39,585.96 |
| TRAFFIC PRODUCTS LLC | SIGNAL PROCESSOR CARDS | 01430 - 3720 | 6,564.00 |
| TRAISR LLC | TRAISR SAAS | 01430 - 3190 | 2,814.85 |
| TRANSAXLE LLC | UNIT 467: AIR SYSTEM VALVE | 01430 - 3750 | 40.87 |
| UNI-SELECT USA INC | UNIT 423: OIL | 01430 - 3750 | 20.64 |
| | UNIT 444: FILTERS | 01430 - 3750 | 83.51 |
| | UNIT 450: CABIN FILTER | 01430 - 3740 | 24.39 |
| | UNIT 450: FILTERS | 01430 - 3740 | 113.73 |
| | UNIT 450: HYDRAULIC FFILTER | 01430 - 3740 | 75.33 |
| UNIFIRST CORPORATION | UNIFORMS: ROAD MAINTENANCE | 01430 - 2380 | 155.96 |
| VERIZON | CELL SERVICE-DEC | 01430 - 3210 | 511.07 |
| | CELL SERVICE-NOV | 01430 - 3210 | 519.33 |
| | CELL SERVICE-OCT | 01430 - 3210 | 524.00 |

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|-------------------------------|-----------------------------|------------------|-------------------|
| VERIZON | COMMUNICATION LINES 0221 | 01430 - 3210 | 42.69 |
| WASTE MANAGEMENT SOUTHEAST PA | WASTE REMOVAL: PW GARAGE | 01430 - 3185 | 76.50 |
| WELDON AUTO PARTS INC | HYDRAULIC FILTER | 01430 - 3750 | 29.13 |
| | UNIT 424: BACKUP ALARM | 01430 - 3750 | 25.39 |
| | UNIT 446: BACKUP ALARM | 01430 - 3750 | 83.05 |
| | UNIT 465: PLOW LAMP | 01430 - 3750 | 156.36 |
| | UNIT 466: TRAILER SOCKET | 01430 - 3750 | 11.86 |
| | WIPER BLADES | 01430 - 3750 | 17.70 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01430 - 3840 | 71.82 |
| | Total Transportation | | 122,390.26 |

01432 PW-Vehicle Maintenance

| | | | |
|----------------------------------|-------------------------------------|--------------|-----------------|
| BERGEY'S FORD INC. | UNIT 81: FAN ASSEMBLY/RESISTOR | 01432 - 2500 | 168.63 |
| BOB'S AUTO PARTS | DIESEL FUEL ADDITIVE | 01432 - 2500 | 76.68 |
| | GREASE & PENETRATING SPRAY | 01432 - 2500 | 50.93 |
| | MOTOR OIL | 01432 - 2500 | 117.00 |
| | REAR WIPER BLADES | 01432 - 2500 | 44.36 |
| | UNIT 432: ENGINE COOLANT | 01432 - 2500 | 51.32 |
| | WASHER CLEANER/DE-ICER | 01432 - 2500 | 89.82 |
| | WIPER BLADES | 01432 - 2500 | 64.90 |
| | WIPER BLADES | 01432 - 2500 | 199.60 |
| CHARIOT GRAPHICS INC | TOWNSHIP LOGO | 01432 - 2500 | 25.00 |
| COLLIFLOWER INC | PLOW HOSE/FITTINGS | 01432 - 2500 | 282.94 |
| DEER PARK | COOLER WATER: VM GARAGE | 01432 - 2200 | 7.48 |
| EAGLE POWER & EQUIPMENT INC | CREDIT: UNIT 450 | 01432 - 2500 | -138.00 |
| EASTERN AUTO PARTS WAREHOUSE | MINI LAMPS | 01432 - 2500 | 7.60 |
| | UNIT 425: BRAKE PADS/ROTORS | 01432 - 2500 | 177.81 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01432 - 3520 | 45.88 |
| JEFF WEITZEL | 2021 BOOTS: WEITZEL | 01432 - 2446 | 90.00 |
| KENCO HYDRAULICS INC | PLOW CYLINDER REBUILD | 01432 - 2500 | 895.00 |
| MSC INDUSTRIAL INC | CUTOFF WHEELS | 01432 - 2500 | 125.30 |
| | MISCELLANEOUS HARDWARE | 01432 - 2500 | 220.62 |
| | PIPE BUSHINGS | 01432 - 2500 | 34.67 |
| PA DEPT ENVIRONMENTAL PROTECTION | DEP WASTE TIRE TRANSPORTER | 01432 - 2500 | 50.00 |
| PLASTERER EQUIPMENT CO INC | UNIT 465: FILTERS (STOCK) | 01432 - 2500 | 284.14 |
| PPC LUBRICANTS INC | DIESEL EMISSIONS FLUID | 01432 - 2500 | 150.95 |
| SNAP ON TOOLS | MODIS UPDATE | 01432 - 2500 | 1,299.00 |
| SOSMETAL PRODUCTS INC | DOCUMENT HOLDERS/PAINT | 01432 - 2200 | 210.74 |
| | GLASS CLEANER | 01432 - 2200 | 61.01 |
| | GRINDING DISCS/BRAKE CLEANER | 01432 - 2500 | 192.13 |
| | PLOW LIGHTS | 01432 - 2500 | 208.26 |
| U. S. MUNICIPAL SUPPLY, INC. | BRINE PUMP | 01432 - 2500 | 565.77 |
| | PLOW BLADE COMPRESSION ROD | 01432 - 2500 | 193.70 |
| | PLOW BLADE COMPRESSION SPRING | 01432 - 2500 | 322.00 |
| | PLOW CURB BUMPERS | 01432 - 2500 | 483.50 |
| | PLOW SHOE ASSEMBLY | 01432 - 2500 | 141.27 |
| | RUBBER PLOW BLADES | 01432 - 2500 | 1,681.70 |
| UNI-SELECT USA INC | UNIT 2: FILTER | 01432 - 2500 | 8.36 |
| | UNIT 423: OIL FILTER | 01432 - 2500 | 3.74 |
| | UNIT 471: FILTERS | 01432 - 2500 | 15.38 |
| | UNIT 471: FUEL STABILIZER | 01432 - 2500 | 10.12 |
| | UNIT 61: BRAKE CALIPER | 01432 - 2500 | 118.30 |
| UNIFIRST CORPORATION | UNIFORMS: VEHICLE MAINTENANCE | 01432 - 2380 | 91.08 |
| WELDON AUTO PARTS INC | MISCELLANEOUS VEHICLE LAMPS | 01432 - 2500 | 63.23 |
| | PLOW CASTER WHEELS | 01432 - 2500 | 259.24 |
| | VEHICLE LIGHTS | 01432 - 2500 | 63.23 |
| | Total PW-Vehicle Maintenance | | 9,114.39 |

UPPER MERION TOWNSHIP

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|-----------------------------------|--------------------------------|------------------|---------------|
| 01434 PW-Park Maintenance | | | |
| AMAZON CAPITAL SERVICES, INC. | COIN CHUTE: NOR-VIEW FARM | 01434 - 2800 | 255.00 |
| ARDMORE TIRE, INC | FARM TRACTOR | 01434 - 3740 | 854.00 |
| ARRO CONSULTING INC | DEP LEVEL 2 PWS ASSESSMENT | 01434 - 2800 | 1,289.45 |
| BERGEY'S FORD INC. | UNIT 472: WASHER RESERVOIR | 01434 - 3750 | 296.87 |
| BOHICA INC | 1,710 COMPOST WINDOW LABEL | 01434 - 2460 | 2,749.67 |
| | 130 LEAF COMPOST REG FORMS | 01434 - 2460 | 130.29 |
| BROADVIEW NETWORKS | COMMUNICATION LINES 0121 | 01434 - 2460 | 69.58 |
| | COMMUNICATION LINES 0221 | 01434 - 2460 | 69.58 |
| COLONIAL ELECTRIC SUPPLY CO #U425 | METAL HALIDE LIGHT BULBS | 01434 - 2460 | 169.60 |
| CONWAY POWER EQUIPMENT INC | THROTTLE CABLE | 01434 - 3740 | 30.53 |
| | WALK-BEHIND SPREADER | 01434 - 2800 | 240.00 |
| EAGLE POWER & EQUIPMENT INC | CREDIT: UNIT 478 | 01434 - 2460 | -16.80 |
| | UNIT 478: HOOD SPRING | 01434 - 2460 | 154.80 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 01434 - 2300 | 51.25 |
| G CANNON CONSTRUCTION | REPLACE CAPPING: NVF HOUSE | 01434 - 2800 | 1,156.00 |
| GRAINGER -W.W.GRAINGER INC | WATER VENDING METERS/TIMERS | 01434 - 2800 | 753.54 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01434 - 3520 | 46.50 |
| HOME DEPOT | SUPPLIES-JAN | 01434 - 2461 | 226.44 |
| | SUPPLIES-JAN | 01434 - 2800 | 236.17 |
| | SUPPLIES-JAN | 01434 - 3730 | 76.91 |
| | SUPPLIES-JAN | 01434 - 3740 | 43.52 |
| JERRY RECUPIDO | 2021 BOOTS: RECUPIDO | 01434 - 2446 | 110.00 |
| KEIL WELDING & FABRICATING INC | UNIT 434: WHEEL FENDERS | 01434 - 3740 | 360.00 |
| M J REIDER ASSOCIATES INC | WATER TESTING: NOR-VIEW FARM | 01434 - 2800 | 195.00 |
| M.A.D. EXTERMINATORS, INC. | PEST CONTROL: NOR-VIEW FARM | 01434 - 2800 | 35.00 |
| | PEST CONTROL: NOR-VIEW FARM | 01434 - 2800 | 50.00 |
| MISC | MATERIAL FOR TRAILER DECK | 01434 - 3740 | 386.50 |
| NATURE WORKS CLEARWATER ASSOC IN | TOWNSHIP POND FOUNTAIN REMOVAL | 01434 - 3740 | 500.00 |
| PA DEPT ENVIRONMENTAL PROTECTION | DEP ANNUAL FEE | 01434 - 2800 | 1,000.00 |
| PECO ENERGY | ELECTRIC: COMPOSTE SITE | 01434 - 2460 | 115.45 |
| | ELECTRIC: NOR-VIEW FARM | 01434 - 2800 | 32.37 |
| | ELECTRIC: NOR-VIEW FARM BARN 1 | 01434 - 2800 | 102.94 |
| | ELECTRIC: NOR-VIEW FARM BARN 2 | 01434 - 2800 | 239.21 |
| | ELECTRIC: NOR-VIEW FARM HOUSE | 01434 - 2800 | 32.39 |
| | ELECTRIC: NOR-VIEW FARM STORE | 01434 - 2800 | 128.37 |
| | ELECTRIC: NOR-VIEW ROOSTER | 01434 - 2800 | 82.53 |
| PENNSYLVANIA RECREATION AND PARK | PRPC MEMBERSHIP: LACHENMAYER | 01434 - 4620 | 100.00 |
| | PRPS MEMBERSHIP: RECUPIDO | 01434 - 4200 | 100.00 |
| PEP BOYS | LUBRICANT | 01434 - 2800 | 23.46 |
| PETER BLAUNER VMD | VET SERVICES | 01434 - 2800 | 1,785.00 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01434 - 2800 | 0.91 |
| STEVE HUNSBERGER | VET: GOAT DE-WORMING | 01434 - 2800 | 240.00 |
| | VET: GOAT DE-WORMING | 01434 - 2800 | 240.00 |
| SUBURBAN PROPANE | PROPANE: NOR-VIEW FARM | 01434 - 2800 | 185.72 |
| | PROPANE: NOR-VIEW FARM | 01434 - 2800 | 249.09 |
| | PROPANE: NOR-VIEW FARM | 01434 - 2800 | 276.31 |
| | PROPANE: NOR-VIEW FARM | 01434 - 2800 | 290.52 |
| | PROPANE: NOR-VIEW FARM | 01434 - 2800 | 635.31 |
| T.P.TRAILERS,INC. | UNIT 434: TRAILER PAINT | 01434 - 3740 | 25.32 |
| TRACTOR SUPPLY CO | ANIMAL FEED | 01434 - 2800 | 68.55 |
| | ANIMAL FEED | 01434 - 2800 | 103.70 |
| | ANIMAL FEED | 01434 - 2800 | 153.81 |
| | ANIMAL SUPPLIES | 01434 - 2800 | 182.94 |
| | PUSH SPREADER | 01434 - 2800 | 39.99 |
| UNI-SELECT USA INC | TUB GRINDER: FILTERS | 01434 - 2460 | 36.56 |
| UNIFIRST CORPORATION | UNIFORMS: NOR-VIEW FARM | 01434 - 2800 | 31.89 |

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|-------------------------------|----------------------------------|------------------|------------------|
| UNIFIRST CORPORATION | UNIFORMS: PARK MAINTENANCE | 01434 - 2380 | 113.92 |
| VALLEY FORGE SECURITY CENTER | COMPOST SITE KEYS | 01434 - 2460 | 28.60 |
| VERIZON | CELL SERVICE-DEC | 01434 - 2800 | 44.74 |
| | CELL SERVICE-NOV | 01434 - 2800 | 45.46 |
| | CELL SERVICE-OCT | 01434 - 2800 | 45.47 |
| | COMMUNICATION LINES 0221 | 01434 - 3210 | 43.39 |
| WASTE MANAGEMENT SOUTHEAST PA | WASTE REMOVAL: NOR-VIEW FARM | 01434 - 2800 | 207.92 |
| WELDON AUTO PARTS INC | UNIT 434: LAMP | 01434 - 3740 | 32.35 |
| | UNIT 434: WHEEL SEALS | 01434 - 3740 | 84.97 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01434 - 2800 | 29.68 |
| | Total PW-Park Maintenance | | 17,698.24 |

01436 PW-Building Maintenance

| | | | |
|----------------------------------|--------------------------------|--------------|----------|
| AMAZON CAPITAL SERVICES, INC. | BADGE REELS | 01436 - 2200 | 23.88 |
| | OFFICE SUPPLIES | 01436 - 2200 | 117.28 |
| AQUA PENNSYLVANIA | WATER: TOWNSHIP BUILDING | 01436 - 3600 | 213.29 |
| | WATER: TOWNSHIP BUILDING | 01436 - 3600 | 1,076.46 |
| BRUCE GINSBURG | TOILET REPAIRS: TOWNSHIP BLDG | 01436 - 4545 | 1,680.00 |
| CALHOUN ASSOCIATES INC | HVAC FILTERS | 01436 - 4521 | 1,379.24 |
| CINTAS CORPORATION #2 | FIRST AID SUPPLIES | 01436 - 2446 | 178.46 |
| COMCAST CORPORATION | COMMUNICATION LINES 0121 | 01436 - 3210 | 596.74 |
| CONSTELLATION NEW ENERGY, INC | GAS: MULTIPLE LOCATIONS | 01436 - 3600 | 1,570.16 |
| DEER PARK | COOLER WATER: TOWNSHIP BLDG | 01436 - 3730 | 193.79 |
| GPX COMMUNICATION LLC | COMMUNICATION LINES 0121 | 01436 - 3210 | 1,279.69 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01436 - 3520 | 14.88 |
| HOME DEPOT | SUPPLIES-DEC | 01436 - 3730 | 37.57 |
| | SUPPLIES-JAN | 01436 - 3730 | 133.96 |
| KISTLER - O'BRIEN INC | CO2 DETECTOR UPGRADES | 01436 - 3730 | 3,520.18 |
| M.A.D. EXTERMINATORS, INC. | PEST CONTROL: TOWNSHIP BLDG | 01436 - 4545 | 215.00 |
| METROPOLITAN FLAG & BANNER | REPLACEMENT FLAGS | 01436 - 2200 | 794.82 |
| NALCO U.S. 2 INC | WATER TREATMENT FEE | 01436 - 4545 | 185.96 |
| OFFICE BASICS | CLEANING SUPPLIES | 01436 - 2200 | 161.13 |
| | CLEANING SUPPLIES (COVID) | 01436 - 2200 | 134.00 |
| | DESK REPLACEMENT | 01436 - 2500 | 361.34 |
| | KITCHEN & OFFICE SUPPLIES | 01436 - 2200 | 65.26 |
| | KITCHEN SUPPLIES | 01436 - 2200 | 6.81 |
| | KITCHEN SUPPLIES | 01436 - 2200 | 108.03 |
| | KITCHEN SUPPLIES | 01436 - 2200 | 148.34 |
| | KITCHEN SUPPLIES | 01436 - 2200 | 843.71 |
| | OFFICE SUPPLIES | 01436 - 2200 | 76.69 |
| | OFFICE SUPPLIES | 01436 - 2200 | 117.00 |
| | OFFICE SUPPLIES | 01436 - 2200 | 178.50 |
| | OFFICE SUPPLIES | 01436 - 2200 | 405.00 |
| | PAPER | 01436 - 2200 | 54.18 |
| | RESTROOM SUPPLIES | 01436 - 2200 | 185.56 |
| | RESTROOM SUPPLIES | 01436 - 2200 | 232.50 |
| PA DEPT ENVIRONMENTAL PROTECTION | DEP STORAGE TANK PERMIT | 01436 - 3730 | 50.00 |
| PARKER INTERIOR PLANTSCAPE INC | INTERIOR PLANT SERVICE | 01436 - 4545 | 265.68 |
| | INTERIOR PLANT SERVICE | 01436 - 4545 | 265.68 |
| PECO ENERGY | ELECTRIC: LED SIGN | 01436 - 3600 | 53.17 |
| | ELECTRIC: TOWNSHIP BUILDING | 01436 - 3600 | 6,011.46 |
| | ELECTRIC: TOWNSHIP BUILDING | 01436 - 3600 | 6,474.88 |
| UNIFIRST CORPORATION | UNIFORMS: BUILDING MAINTENANCE | 01436 - 2380 | 16.35 |
| UPPER MERION SEWER REVENUE | SEWER FEE: TOWNSHIP BUILDING | 01436 - 3600 | 149.50 |
| VERIZON | CELL SERVICE-DEC | 01436 - 3210 | 16.14 |
| | CELL SERVICE-NOV | 01436 - 3210 | 16.40 |
| | CELL SERVICE-OCT | 01436 - 3210 | 16.14 |
| | COMMUNICATION LINES 0121 | 01436 - 3210 | 279.00 |

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|-------------------------------------|--------------------------------------|------------------|------------------|
| WASTE MANAGEMENT SOUTHEAST PA | WASTE REMOVAL: TOWNSHIP BLDG | 01436 - 3185 | 730.31 |
| | <i>Total PW-Building Maintenance</i> | | 30,634.12 |
| 01450 Park and Recreation | | | |
| ABLE EQUIPMENT RENTAL INC | SCISSOR LIFT UMCC | 01450 - 3840 | 520.00 |
| AGT FITNESS MANAGEMENT INC | FITNESS STAFFING JANUARY | 01450 - 4593 | 10,359.95 |
| ALLYSON ROBERTS | PIANO LESSONS | 01450 - 4593 | 600.00 |
| AMAZON CAPITAL SERVICES, INC. | BATTERIES | 01450 - 3730 | 10.82 |
| | FACE MASKS | 01450 - 2200 | 59.50 |
| | GRAB BAG SUPPLIES | 01450 - 4595 | 16.89 |
| | GRAB BAG SUPPLIES | 01450 - 4595 | 27.57 |
| | GRAB BAG SUPPLIES | 01450 - 4595 | 45.40 |
| | GRAB BAG SUPPLIES | 01450 - 4595 | 157.69 |
| | PHONE CASE | 01450 - 3730 | 12.59 |
| | PHONE CHARGER | 01450 - 4597 | 6.98 |
| | PNO SUPPLIES | 01450 - 4593 | 19.94 |
| | ROLLER MOP | 01450 - 3730 | 40.04 |
| | SCALE | 01450 - 3730 | 16.99 |
| AMERICAN NATIONAL RED CROSS & ITS C | CPR FIRST AID CERTIFICATIONS | 01450 - 4620 | 294.00 |
| ANGELO'S PIZZA | PNO PIZZA | 01450 - 4593 | 33.00 |
| | SHAPE PIZZA | 01450 - 4593 | 22.00 |
| AQUA PENNSYLVANIA | WATER BOB CASE PARK | 01450 - 3600 | 146.66 |
| | WATER BOB CASE PARK | 01450 - 3600 | 148.71 |
| | WATER HEUSER | 01450 - 3600 | 210.36 |
| | WATER HEUSER | 01450 - 3600 | 485.70 |
| | WATER HEUSER | 01450 - 3600 | 213.29 |
| | WATER MOORE ROAD | 01450 - 3600 | 53.51 |
| | WATER MOORE ROAD | 01450 - 3600 | 54.25 |
| | WATER POOL | 01450 - 3600 | 322.02 |
| | WATER POWDERHORN ROAD | 01450 - 3600 | 18.35 |
| | WATER POWDERHORN ROAD | 01450 - 3600 | 18.60 |
| | WATER SWEDELAND | 01450 - 3600 | 54.25 |
| | WATER WALKER PARK | 01450 - 3600 | 104.48 |
| BARRETT E WOLFSON | HYPNOSIS INSTRUCTOR | 01450 - 4593 | 162.40 |
| BILLOWS ELECTRIC SUPPLY COMPANY IN | UMCC LIGHTS | 01450 - 3730 | 674.15 |
| BRIAN SELL | SHAPE SUPPLIES | 01450 - 4593 | 11.62 |
| BROADVIEW NETWORKS | COMMUNICATION LINES 0121 | 01450 - 3210 | 128.56 |
| | COMMUNICATION LINES 0221 | 01450 - 3210 | 128.39 |
| CM EICHENLAUB CO | BACKBOARD INSTALLATION | 01450 - 3730 | 1,647.90 |
| | BACKSTOP REBUILD KIT | 01450 - 3730 | 1,360.19 |
| COMCAST CORPORATION | COMMUNICATION LINES | 01450 - 3600 | 565.55 |
| | COMMUNICATION LINES 0221 | 01450 - 3210 | 223.35 |
| | COMMUNICATION LINES 1220 | 01450 - 3600 | 703.59 |
| | COMMUNICATION LINES 1220 | 01450 - 3600 | 711.97 |
| CONSTELLATION NEW ENERGY, INC | GAS: MULTIPLE LOCATIONS | 01450 - 3600 | 811.29 |
| DANIEL D SOMERVILLE | WEEKEND CLEANING | 01450 - 3730 | 312.00 |
| | WEEKEND CLEANING | 01450 - 3730 | 936.00 |
| DEER PARK | UMCC WATER COOLERS | 01450 - 2200 | 70.62 |
| DUBBLE BUBBLES LAUNDRY | LAUNDRY | 01450 - 3730 | 60.00 |
| E-WEBSITE INC | JANUARY FEES | 01450 - 3900 | 731.22 |
| EVAN PATRICK | PHONE REIMBURSEMENT | 01450 - 3210 | 150.00 |
| FASTENAL COMPANY | BATTERIES | 01450 - 3730 | 75.94 |
| | MISC. SUPPLIES | 01450 - 3730 | 32.35 |
| | MISC. SUPPLIES | 01450 - 3730 | 56.27 |
| FRANKLIN CLEANING EQUIPMENT & SUPP | CLEANING SUPPLIES | 01450 - 3730 | 68.80 |
| | MAINTENANCE SUPPLIES | 01450 - 3730 | 19.10 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 01450 - 3520 | 558.00 |
| HOME DEPOT | SUPPLIES-DEC | 01450 - 2200 | 6.46 |

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|------------------------------------|----------------------------------|------------------|------------------|
| HOME DEPOT | SUPPLIES-DEC | 01450 - 3730 | 63.21 |
| IMPERIAL BAG & PAPER LLC | CLEANING SUPPLIES | 01450 - 3730 | 207.70 |
| | CLEANING SUPPLIES | 01450 - 3730 | 555.64 |
| | TRASH BAGS | 01450 - 3730 | 29.90 |
| KAHLEEL DRACIR HENRY | YOUTH BASKETBALL | 01450 - 4593 | 105.00 |
| MARIANNE S MANDARANO | PURPOSEFUL PLAY | 01450 - 4593 | 3,433.60 |
| MISC | SHAPE SUPPLIES | 01450 - 4593 | 71.58 |
| NORFOLK SOUTHERN CORPORATION | ANNUAL LEASE | 01450 - 2200 | 1,330.07 |
| OFFICE BASICS | PRINTER PAPER | 01450 - 2100 | 115.80 |
| PARK & REC EXPENSE CARD | GRAB BAG SUPPLIES | 01450 - 4595 | 171.22 |
| | INSTRUCTOR INSURANCE | 01450 - 4593 | 367.00 |
| | ONLINE CALENDAR | 01450 - 2200 | 64.00 |
| | POLISH | 01450 - 3730 | 8.99 |
| | SPOTIFY | 01450 - 2200 | 15.89 |
| | STORAGE CONTAINERS | 01450 - 4599 | 110.03 |
| PECO ENERGY | ELECTRIC BAXTER FIELD | 01450 - 3600 | 333.18 |
| | ELECTRIC BOB WHITE | 01450 - 3600 | 77.90 |
| | ELECTRIC EXECUTIVE ESTATES | 01450 - 3600 | 28.41 |
| | ELECTRIC GAZEBO | 01450 - 3600 | 31.06 |
| | ELECTRIC HEUSER | 01450 - 3600 | 536.13 |
| | ELECTRIC POOL | 01450 - 3600 | 71.27 |
| | ELECTRIC SWEDELAND | 01450 - 3600 | 123.20 |
| | ELECTRIC SWEDELAND PARK | 01450 - 3600 | 182.40 |
| | ELECTRIC TWP BLDG PARK | 01450 - 3600 | 25.54 |
| | ELECTRIC TWP BLDG PARK | 01450 - 3600 | 281.43 |
| | ELECTRIC UMCC | 01450 - 3600 | 3,877.48 |
| | ELECTRIC WALKER PARK | 01450 - 3600 | 449.85 |
| | GAS UMCC | 01450 - 3600 | 1,356.30 |
| | LIGHTS WALKER | 01450 - 3600 | 39.91 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 01450 - 3250 | 145.48 |
| PPP PHILADELPHIA INC | PRINCESS AND SUPERHERO PARTY | 01450 - 4595 | 70.00 |
| REPUBLIC SERVICES INC | TRASH HEUSER | 01450 - 3185 | 200.17 |
| | TRASH HEUSER | 01450 - 3600 | 200.17 |
| | TRASH WALKER | 01450 - 3185 | 281.55 |
| | TRASH WALKER | 01450 - 3600 | 187.95 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 01450 - 3840 | 0.09 |
| | RICOH USAGE | 01450 - 3840 | 1.50 |
| | RICOH USAGE | 01450 - 3840 | 25.40 |
| SEAN COLLINS | YOUTH BASKETBALL | 01450 - 4593 | 105.00 |
| SIEMENS INDUSTRY INC | FIRE ALARM INSPECTION | 01450 - 3730 | 1,455.00 |
| STACEY MARSHALL | BASKETBALL UNIFORMS | 01450 - 4593 | 400.00 |
| | YOUTH BASKETBALL | 01450 - 4593 | 75.00 |
| TARRELL WILLIS | YOUTH BASKETBALL | 01450 - 4593 | 75.00 |
| TRAVIS MARSHALL | YOUTH BASKETBALL | 01450 - 4593 | 112.00 |
| UNI-SELECT USA INC | MAINTENANCE SUPPLIES | 01450 - 3730 | 6.27 |
| UPPER MERION SENIOR SERVICE CENTER | 1ST QTR21 SENIOR CENTER ALLOC | 01450 - 2490 | 15,387.50 |
| VERIZON | CELL SERVICE-DEC | 01450 - 3210 | 84.61 |
| | CELL SERVICE-NOV | 01450 - 3210 | 85.98 |
| | CELL SERVICE-OCT | 01450 - 3210 | 82.57 |
| WALLACE JANITORIAL | HEUSER CLEANING | 01450 - 3730 | 629.52 |
| WASTE MANAGEMENT SOUTHEAST PA | TRASH UMCC | 01450 - 3185 | 207.92 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 01450 - 3840 | 141.68 |
| XTREME HOOPS | BASKETBALL SESSIONS | 01450 - 4593 | 228.00 |
| | Total Park and Recreation | | 58,531.31 |
| 01493 TMA/Rambler/Other | | | |
| AQUA PENNSYLVANIA | WATER SVC-135 E VF RD-DEC | 01493 - 3600 | 18.35 |
| CONSTELLATION NEW ENERGY, INC | GAS: MULTIPLE LOCATIONS | 01493 - 3600 | 1.91 |

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| GREATER VALLEY FORGE T.M.A. | JAN21 SVC LESS OCT20-JAN21 TIX | 01493 - 3320 | 20,790.20 |
| | RAMBLER SVC DEC | 01493 - 3320 | 21,149.09 |
| PECO ENERGY | ELECTRIC/GAS 135 VF RD-DEC | 01493 - 3600 | 25.76 |
| | <i>Total TMA/Rambler/Other</i> | | 41,985.31 |
| 04456 Library | | | |
| AMAZON.COM LLC | BOOKS | 04456 - 2100 | 11.95 |
| | BOOKS | 04456 - 2100 | 29.99 |
| | BOOKS | 04456 - 2472 | 11.99 |
| | BOOKS | 04456 - 2472 | 50.96 |
| | BOOKS | 04456 - 2473 | 6.99 |
| | BOOKS | 04456 - 2473 | 15.65 |
| | BOOKS | 04456 - 2475 | 19.95 |
| | BOOKS | 04456 - 2476 | 14.96 |
| | BOOKS | 04456 - 2477 | 109.53 |
| BAKER & TAYLOR INC | BOOKS | 04456 - 2472 | 28.85 |
| | BOOKS | 04456 - 2472 | 28.88 |
| | BOOKS | 04456 - 2472 | 40.49 |
| | BOOKS | 04456 - 2472 | 47.15 |
| | BOOKS | 04456 - 2472 | 127.37 |
| | BOOKS | 04456 - 2472 | 310.55 |
| | BOOKS | 04456 - 2472 | 317.50 |
| | BOOKS | 04456 - 2472 | 350.78 |
| | BOOKS | 04456 - 2472 | 359.07 |
| | BOOKS | 04456 - 2472 | 399.02 |
| | BOOKS | 04456 - 2472 | 434.50 |
| | BOOKS | 04456 - 2472 | 523.05 |
| | BOOKS | 04456 - 2472 | 532.57 |
| | BOOKS | 04456 - 2472 | 759.18 |
| | CH. BOOKS | 04456 - 2473 | 65.31 |
| | CH. BOOKS | 04456 - 2473 | 72.17 |
| | CH. BOOKS | 04456 - 2473 | 114.95 |
| | CH. BOOKS | 04456 - 2473 | 415.41 |
| | CH. BOOKS | 04456 - 2473 | 916.32 |
| | Y.A. | 04456 - 2480 | 11.49 |
| | Y.A. | 04456 - 2480 | 12.09 |
| BLACKSTONE AUDIO INC | MEDIA | 04456 - 2476 | 74.20 |
| | MEDIA | 04456 - 2476 | 470.20 |
| CARLA VERDERAME | LIB. PROGRAM | 04456 - 2471 | 275.00 |
| CENGAGE LEARNING INC | LG. PRINT | 04456 - 2481 | 28.49 |
| | LG. PRINT | 04456 - 2481 | 49.48 |
| | LG. PRINT | 04456 - 2481 | 50.23 |
| | LG. PRINT | 04456 - 2481 | 55.48 |
| | LG. PRINT | 04456 - 2481 | 71.97 |
| | LG. PRINT | 04456 - 2481 | 74.97 |
| | LG. PRINT | 04456 - 2481 | 80.96 |
| | LG. PRINT | 04456 - 2481 | 82.48 |
| | LG. PRINT | 04456 - 2481 | 82.48 |
| | LG. PRINT | 04456 - 2481 | 97.46 |
| | LG. PRINT | 04456 - 2481 | 141.70 |
| | LG. PRINT | 04456 - 2481 | 145.44 |
| | RESOURCES | 04456 - 2474 | 2,319.86 |
| CHILDREN'S PLUS, INC. | CH. BOOKS | 04456 - 2473 | 3.73 |
| CYPRESS INFORMATION SERVICES LLC | RESOURCES | 04456 - 2474 | 385.88 |
| FINDAWAY WORLD LLC | MEDIA | 04456 - 2476 | 570.54 |
| | MEDIA | 04456 - 2476 | 705.51 |
| | MEDIA | 04456 - 2477 | 161.22 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 04456 - 3520 | 35.34 |

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|------------------------------------|-------------------------|------------------|------------------|
| MICROMARKETING LLC | MEDIA | 04456 - 2476 | 32.00 |
| | MEDIA | 04456 - 2476 | 34.99 |
| | MEDIA | 04456 - 2476 | 39.99 |
| | MEDIA | 04456 - 2476 | 40.00 |
| | MEDIA | 04456 - 2476 | 44.99 |
| | MEDIA | 04456 - 2476 | 74.98 |
| | MEDIA | 04456 - 2476 | 109.97 |
| | MEDIA | 04456 - 2476 | 110.97 |
| | MEDIA | 04456 - 2476 | 226.95 |
| MIDWEST TAPE LLC | MEDIA | 04456 - 2476 | 43.47 |
| | MEDIA | 04456 - 2476 | 99.22 |
| | MEDIA | 04456 - 2476 | 163.67 |
| | RESOURCES | 04456 - 2474 | 393.73 |
| MORNINGSTAR MUTUAL FUNDS | RESOURCES | 04456 - 2474 | 4,352.00 |
| OVERDRIVE | EBOOKS | 04456 - 2483 | 12.99 |
| | EBOOKS | 04456 - 2483 | 27.50 |
| | EBOOKS | 04456 - 2483 | 305.97 |
| | EBOOKS | 04456 - 2483 | 1,264.01 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 04456 - 3250 | 84.45 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 04456 - 3840 | 44.13 |
| VALUE LINE PUBLISHING INC | RESOURCES | 04456 - 2474 | 1,103.00 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 04456 - 3840 | 70.00 |
| | <i>Total</i> | <i>Library</i> | 20,780.27 |

08364 Sanitation

| | | | |
|------|--------------------------|-------------------|---------------|
| MISC | REFUND-1016 OLD VF RD | 08364 - 0200 | 141.20 |
| | REFUND-1122 BRIANS WAY | 08364 - 0200 | 149.50 |
| | REFUND-181 GREEN HILL RD | 08364 - 0200 | 149.50 |
| | REFUND-203 BERNHARD DR | 08364 - 0200 | 376.90 |
| | REFUND-273 MEADOW BROOK | 08364 - 0200 | 130.00 |
| | <i>Total</i> | <i>Sanitation</i> | 947.10 |

08421 Trout Run

| | | | |
|------------------------------------|--------------------------------|--------------|-----------|
| AQUA PENNSYLVANIA | WATER: TROUT RUN | 08421 - 3660 | 506.60 |
| BOB'S AUTO PARTS | CREDIT: SPARK PLUG TOOL | 08421 - 3750 | -108.98 |
| | UNIT 562 PARTS | 08421 - 3750 | 142.93 |
| | UNIT 562 SPARK PLUG | 08421 - 3750 | 19.99 |
| BROADVIEW NETWORKS | COMMUNICATION LINES 0121 | 08421 - 3210 | 123.29 |
| CONTROLEX SERVICE CORP | #2 PRIM. CLARIFIER FLOAT ALARM | 08421 - 2200 | 332.00 |
| | #2 PRIM. CLARIFIER FLOAT ALARM | 08421 - 3700 | 2,400.00 |
| COYNE CHEMICAL | SODIUM BISULFITE | 08421 - 2210 | 1,864.89 |
| DEER PARK | COOLER WATER: TROUT RUN | 08421 - 2200 | 3.99 |
| DONALD YEAGER | 20Q4 PHONE: YEAGER | 08421 - 2200 | 62.54 |
| DUFF SUPPLY COMPANY | BALL VALVE | 08421 - 2900 | 838.72 |
| EAST JORDAN IRON WORKS INC | MANHOLE COVERS | 08421 - 3740 | 1,032.66 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 08421 - 2300 | 25.62 |
| GRAINGER -W.W.GRAINGER INC | HEX KEYS | 08421 - 2200 | 7.05 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 08421 - 3520 | 876.68 |
| HOME DEPOT | SUPPLIES-DEC | 08421 - 2200 | 391.04 |
| | SUPPLIES-JAN | 08421 - 2200 | 284.34 |
| KEIL WELDING & FABRICATING INC | DRAIN COVERS | 08421 - 2200 | 186.00 |
| OFFICE BASICS | PAPER: TROUT RUN | 08421 - 2200 | 27.99 |
| PA DEPT ENVIRONMENTAL PROTECTION | STORAGE TANK REGISTRATION | 08421 - 2900 | 150.00 |
| PA DEPT OF LABOR & INDUSTRY B | DLI: BOILER/VESSEL CERTIFICATE | 08421 - 2250 | 245.50 |
| PECO ENERGY | ELECTRIC: TROUT RUN | 08421 - 3610 | 17,192.65 |
| PENDERGAST SAFETY EQPT CORP | GAS MONITOR BATTERY | 08421 - 2200 | 145.25 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 08421 - 2200 | 2.13 |
| POLYDYNE INC | POLYMER FOR SLUDGE REMOVAL | 08421 - 3186 | 3,804.43 |

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| PYRZ WATER SUPPLY CO, INC. | HYPO METER PUMP | 08421 - 2500 | 2,595.00 |
| | HYPO METER PUMP | 08421 - 7400 | 1,500.00 |
| | HYPOCHLORITE METER PUMP | 08421 - 2900 | 4,095.00 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 08421 - 3840 | 3.61 |
| ROBERT MCKERNAN | 20Q4 PHONE: MCKERNAN | 08421 - 3210 | 50.00 |
| SUBURBAN PROPANE | PROPANE: TROUT RUN | 08421 - 3610 | 187.37 |
| UNIFIRST CORPORATION | UNIFORMS: TROUT RUN | 08421 - 2380 | 53.88 |
| VALLEY FORGE SECURITY CENTER | NEW DOOR KEYS | 08421 - 2200 | 193.50 |
| | REPLACE DOOR LOCKS | 08421 - 2200 | 352.36 |
| VERIZON | CELL SERVICE-DEC | 08421 - 3210 | 55.72 |
| | CELL SERVICE-NOV | 08421 - 3210 | 56.62 |
| | CELL SERVICE-OCT | 08421 - 3210 | 98.33 |
| WALKER PROCESS EQUIPMENT | #2 GRIT AUGER PART | 08421 - 2500 | 187.32 |
| WASTE MANAGEMENT SOUTHEAST PA | SLUDGE REMOVAL: TROUT RUN | 08421 - 3186 | 7,945.02 |
| | WASTE REMOVAL: TROUT RUN | 08421 - 3185 | 48.26 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 08421 - 3840 | 42.14 |
| | Total Trout Run | | 48,021.44 |

08422 Matsunk

| | | | |
|------------------------------------|--------------------------------|--------------|------------------|
| AQUA PENNSYLVANIA | WATER: MATSUNK | 08422 - 3660 | 185.60 |
| BROADVIEW NETWORKS | COMMUNICATION LINES 0121 | 08422 - 3210 | 184.75 |
| BUCKMAN'S INC | SODIUM HYPOCHLORITE: 2,000 GAL | 08422 - 2210 | 1,896.00 |
| CONSTELLATION NEW ENERGY, INC | GAS: MULTIPLE LOCATIONS | 08422 - 3620 | 1,094.09 |
| CONTROLEX SERVICE CORP | MOTOR MAINTENANCE | 08422 - 3700 | 480.00 |
| | REBUILD GEAR & MOTOR | 08422 - 3740 | 2,600.00 |
| DEER PARK | COOLER WATER: MATSUNK | 08422 - 2200 | 12.27 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 08422 - 2300 | 8.54 |
| GRAINGER - W.W.GRAINGER INC | AIR FILTERS/AIR COMPRESSORS | 08422 - 2200 | 76.32 |
| | AIR FILTERS/AIR COMPRESSORS | 08422 - 3740 | 671.62 |
| | BREATHER CAPS FOR PRESS | 08422 - 2200 | 37.50 |
| | ROTARY PRESS FITTINGS | 08422 - 2200 | 30.60 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 08422 - 3520 | 876.68 |
| HOME DEPOT | SUPPLIES-JAN | 08422 - 2200 | 279.03 |
| PA DEPT ENVIRONMENTAL PROTECTION | STORAGE TANK REGISTRATION | 08422 - 2900 | 150.00 |
| PECO ENERGY | ELECTRIC: MATSUNK | 08422 - 3610 | 12,769.10 |
| | GAS: MATSUNK C/S BUILDING | 08422 - 3620 | 571.76 |
| | GAS: MATSUNK CHLORINE BUILDING | 08422 - 3620 | 85.88 |
| | GAS: MATSUNK PRESSROOM | 08422 - 3620 | 481.12 |
| | GAS: MATSUNK PRESSROOM | 08422 - 3620 | 571.76 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 08422 - 2200 | 2.13 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 08422 - 3840 | 4.15 |
| ROBERT MCKERNAN | 20Q4 PHONE: MCKERNAN | 08422 - 3210 | 50.00 |
| SCAVELLO & SONS | SINK HOLE REPAIR | 08422 - 2500 | 7,707.21 |
| UNIFIRST CORPORATION | UNIFORMS: MATSUNK | 08422 - 2380 | 63.24 |
| USA BLUE BOOK | HYPOCHLORITE FITTINGS | 08422 - 2200 | 561.14 |
| | SLUDGE JUDGE | 08422 - 2200 | 146.46 |
| VELODYNE | POLYMER CHECK VALVES | 08422 - 2200 | 494.56 |
| VERIZON | CELL SERVICE-DEC | 08422 - 3210 | 67.55 |
| | CELL SERVICE-NOV | 08422 - 3210 | 68.64 |
| | CELL SERVICE-OCT | 08422 - 3210 | 68.66 |
| WASTE MANAGEMENT SOUTHEAST PA | SLUDGE REMOVAL: MATSUNK | 08422 - 3186 | 5,888.73 |
| | SLUDGE REMOVAL: MATSUNK | 08422 - 3186 | 6,847.49 |
| | WASTE REMOVAL: MATSUNK | 08422 - 3185 | 48.26 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 08422 - 3840 | 42.14 |
| | Total Matsunk | | 45,122.98 |

08423 Collections

| | | | |
|-------------------|------------------|--------------|-------|
| AQUA PENNSYLVANIA | WATER: ABRAMS PS | 08423 - 3660 | 54.25 |
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| AQUA PENNSYLVANIA | WATER: BALLIGO PS | 08423 - 3660 | 56.16 |
| | WATER: MATSONFORD PS | 08423 - 3660 | 54.92 |
| | WATER: ROSS ROAD PS | 08423 - 3660 | 18.60 |
| | WATER: SWEDELAND PS | 08423 - 3660 | 32.32 |
| | WATER: VALLEYBROOK PS | 08423 - 3660 | 18.60 |
| BERGEY'S FORD INC. | UNIT 722: MIRROR ASSEMBLY | 08423 - 3750 | 270.14 |
| | UNIT 727: NOZZLE | 08423 - 3750 | 9.14 |
| BOB'S AUTO PARTS | UNIT 727: BATTERIES | 08423 - 3750 | 247.07 |
| | UNIT 727: BATTERY | 08423 - 3750 | 247.07 |
| COLONIAL ELECTRIC SUPPLY CO #U425 | LIGHT BULBS | 08423 - 2200 | 10.80 |
| CONSTELLATION NEW ENERGY, INC | GAS: MULTIPLE LOCATIONS | 08423 - 3610 | 15.75 |
| CONTROLEX SERVICE CORP | NEW GRINDER: ABRAMS PS | 08423 - 3780 | 1,850.00 |
| | PS METER CALIBRATION | 08423 - 3760 | 480.00 |
| | VOLUTE REPAIR: SWEDESBURG PS | 08423 - 3760 | 1,782.70 |
| | VOLUTE REPAIR: SWEDESBURG PS | 08423 - 3780 | 6,163.30 |
| DANIEL LEGERTON | 20Q4 PHONE: LEGERTON | 08423 - 3210 | 150.00 |
| DEER PARK | COOLER WATER: COLLECTIONS | 08423 - 2200 | 35.91 |
| EASTERN GENERATOR INC. | GEN REPAIR: MATSONFORD PS | 08423 - 3780 | 373.75 |
| | VALLEYBROOK PS GEN REPAIRS | 08423 - 3760 | 1,141.14 |
| FUEL SYSTEM SERVICES LLC | SHARE OF FUEL PUMP MAINT | 08423 - 2300 | 59.79 |
| H A THOMSON CO | SHARE OF FIDUCIARY INS-TRAVLRS | 08423 - 3520 | 876.68 |
| HARBOR FREIGHT TOOLS USA, INC | HAND TOOLS | 08423 - 2600 | 113.94 |
| HOME DEPOT | SUPPLIES-DEC | 08423 - 2200 | 185.10 |
| | SUPPLIES-JAN | 08423 - 2200 | 184.74 |
| LONGO ELECTRICAL-MECHANICAL, INC | SPARE MOTOR FREIGHT CHARGE | 08423 - 3780 | 191.26 |
| PECO ENERGY | ELECTRIC/GAS: GLEN ROSE PS | 08423 - 3610 | 228.54 |
| | ELECTRIC/GAS: KING MANOR PS | 08423 - 3610 | 1,024.20 |
| | ELECTRIC/GAS: KING MANOR PS | 08423 - 3610 | 694.35 |
| | ELECTRIC/GAS: ROSS ROAD PS | 08423 - 3610 | 359.40 |
| | ELECTRIC/GAS: ROSS ROAD PS | 08423 - 3610 | 330.35 |
| | ELECTRIC/GAS: VALLEYBROOK PS | 08423 - 3610 | 408.80 |
| | ELECTRIC: ABRAMS PS | 08423 - 3610 | 4,750.50 |
| | ELECTRIC: BALLIGO PS | 08423 - 3610 | 2,733.81 |
| | ELECTRIC: BALLIGO PS | 08423 - 3610 | 1,903.68 |
| | ELECTRIC: DEKALB PS | 08423 - 3610 | 431.76 |
| | ELECTRIC: DEKALB PS | 08423 - 3610 | 269.88 |
| | ELECTRIC: FLINT HILL PS | 08423 - 3610 | 502.79 |
| | ELECTRIC: FLINT HILL PS | 08423 - 3610 | 553.39 |
| | ELECTRIC: GUTHRIE ROAD METER | 08423 - 3610 | 39.85 |
| | ELECTRIC: MATSONFORD PS | 08423 - 3610 | 980.09 |
| | ELECTRIC: MATSONFORD PS | 08423 - 3610 | 523.01 |
| | ELECTRIC: SWEDELAND PS | 08423 - 3610 | 1,831.81 |
| | ELECTRIC: SWEDELAND PS | 08423 - 3610 | 2,286.84 |
| | ELECTRIC: SWEDESBURG PS | 08423 - 3610 | 102.28 |
| | ELECTRIC: SWEDESBURG PS | 08423 - 3610 | 214.06 |
| | GAS: SWEDESBURG PS | 08423 - 3610 | 36.28 |
| | GAS: SWEDESBURG PS | 08423 - 3610 | 34.05 |
| | PECO SEWER LINE LEASE | 08423 - 3610 | 10.00 |
| PENNA AMERICAN WATER CO. | WATER: DEKALB PS | 08423 - 3660 | 17.75 |
| | WATER: DEKALB PS | 08423 - 3660 | 51.61 |
| | WATER: FLINT HILL PS | 08423 - 3660 | 19.49 |
| | WATER: FLINT HILL PS | 08423 - 3660 | 20.71 |
| | WATER: KING MANOR PS | 08423 - 3660 | 16.53 |
| | WATER: KING MANOR PS | 08423 - 3660 | 17.79 |
| PITNEY BOWES GLOBAL FINANCIAL SERV | 4TH QTR20 LEASE PYMT | 08423 - 2200 | 2.13 |
| RICOH AMERICAS CORPORATION | RICOH USAGE | 08423 - 3840 | 6.77 |
| ROBERT MCKERNAN | 20Q4 PHONE: MCKERNAN | 08423 - 3210 | 50.00 |

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| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|------------------------------|--------------------------|------------------|------------------|
| U. S. MUNICIPAL SUPPLY, INC. | GREEN MARKING PAINT | 08423 - 3760 | 96.48 |
| UNIFIRST CORPORATION | UNIFORMS: COLLECTIONS | 08423 - 2380 | 119.08 |
| VALLEY FORGE SECURITY CENTER | DUPLICATE KEYS | 08423 - 2200 | 32.31 |
| VERIZON | CELL SERVICE-DEC | 08423 - 3210 | 146.83 |
| | CELL SERVICE-NOV | 08423 - 3210 | 185.41 |
| | CELL SERVICE-OCT | 08423 - 3210 | 173.15 |
| | COMMUNICATION LINES 0121 | 08423 - 3210 | 383.93 |
| WILLIAM A FRASER INC | SHARP LEASE PAYMENT | 08423 - 3840 | 42.14 |
| | Total Collections | | 36,254.96 |

08425 Public Works-Admin

| | | | |
|-----------------------------------|---------------------------------|--------------|------------------|
| AQUA PENNSYLVANIA | 3RD QTR20 COMM CONSMP DATA | 08425 - 2100 | 165.00 |
| | 4TH QTR20 COMM CONSMP DATA | 08425 - 2100 | 164.70 |
| BERKONE | 1/1/21 RESD SWR BILL (8,430) | 08425 - 2100 | 5,291.49 |
| | 3RD QTR20 COMM BILLING (870) | 08425 - 2100 | 683.66 |
| BOROUGH OF BRIDGEPORT | BILLING FOR 84 EDU'S-3RD QTR20 | 08425 - 7440 | 6,216.00 |
| STAPLES CONTRACT & COMMERCIAL INC | OFFICE SUPPLIES | 08425 - 2100 | 12.39 |
| | Total Public Works-Admin | | 12,533.24 |

08427 Wastewater

| | | | |
|-------------------------------|--------------------------------|--------------|-----------------|
| AMAZON CAPITAL SERVICES, INC. | MIPP/MS4 SELF-INKING STAMP | 08427 - 7460 | 23.95 |
| JANET SERFASS | 20Q4 PHONE: SERFASS | 08427 - 7460 | 150.00 |
| | REIMBURSEMENT: SERFASS | 08427 - 7460 | 199.98 |
| M J REIDER ASSOCIATES INC | MIPP COMPLIANCE: GSK | 08427 - 7460 | 750.00 |
| PIO EXPENSE CARD | MIPP OFFICE SUPPLIES | 08427 - 7460 | 15.98 |
| | MIPP OFFICE SUPPLIES | 08427 - 7460 | 39.99 |
| TODD LACHENMAYER | WASTEWATER COURSE: LACHENMAYER | 08427 - 7460 | 202.00 |
| | Total Wastewater | | 1,381.90 |

18400 CAPITAL - Administration

| | | | |
|------------------------|---------------------------------------|---------------|-----------------|
| HOME DEPOT | SUPPLIES-DEC | 18400 - 07951 | 89.89 |
| TYLER TECHNOLOGIES INC | TIME/ATTENDANCE-IMPLEMENTATION | 18400 - 07408 | 6,040.00 |
| | Total CAPITAL - Administration | | 6,129.89 |

18407 CAPITAL - Information Tech

| | | | |
|--------------------|---|---------------|-----------------|
| CDW-G INC #3418616 | 56HQ CAMERAS | 18407 - 07403 | 4,160.94 |
| | REPLACEMENT DISPATCH MONITORS | 18407 - 07903 | 385.88 |
| | Total CAPITAL - Information Tech | | 4,546.82 |

18410 CAPITAL - Police

| | | | |
|---------------------|-------------------------------|---------------|------------------|
| PENN FABRICATION | FABRICATION HIGH WATER VEH | 18410 - 07951 | 9,570.00 |
| TASER INTERNATIONAL | 5TH PAYMENT TASER PROJ | 18410 - 07906 | 10,416.00 |
| | Total CAPITAL - Police | | 19,986.00 |

18411 CAPITAL - Fire and EMS

| | | | |
|-------------------------|--------------------------------|---------------|-----------|
| A & E CONSTRUCTION CO | CONSTR MGMT STA 56 HQ | 18411 - 07889 | 7,580.00 |
| | CONSTR MGMT STA 56 HQ | 18411 - 07889 | 4,630.00 |
| A-DUCT MECHANICAL LLC | 56HQ FLOOR FIT-OUT-MECH APP#5 | 18411 - 07889 | 7,380.00 |
| | 56HQ FLOOR FIT-OUT-MECH APP#6 | 18411 - 07889 | 3,150.00 |
| BERNARDON PC | CONTRACT SVCS STA 56 HQ | 18411 - 07889 | 3,292.07 |
| F W HOUDER INC | 56HQ FLOOR FIT-OUT-ELEV APP#3 | 18411 - 07889 | 39,240.00 |
| | 56HQ FLOOR FIT-OUT-ELEV APP#4 | 18411 - 07889 | 7,740.00 |
| | 56HQ FLOOR FIT-OUT-PLBMG APP#4 | 18411 - 07889 | 20,853.00 |
| POLICE EXPENSE CARD | GRAINGER - FIRE HOUSE POJ | 18411 - 07889 | 680.78 |
| THE FAYETTE GROUP INC | 56HQ FLOOR FIT-OUT-GC APP#5 | 18411 - 07889 | 54,912.00 |
| | 56HQ FLOOR FIT-OUT-GC APP#6 | 18411 - 07889 | 31,065.00 |
| WHITEMARSH ELECTRIC INC | 56HQ FLOOR FIT-OUT-ELEC APP#5 | 18411 - 07889 | 6,885.00 |
| | 56HQ FLOOR FIT-OUT-ELEC APP#6 | 18411 - 07889 | 8,329.59 |

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| <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>AMOUNT</u> |
|--|--------------------------------|--------------------------------------|-------------------|
| | <i>Total</i> | <i>CAPITAL - Fire and EMS</i> | 195,737.44 |
| 18421 CAPITAL - Trout Run | | | |
| ARRO CONSULTING INC | PSA: ABRAMS/VALLEYBROOK/TR | 18421 - 07888 | 1,481.80 |
| | PSA: PS RENOVATION PROJECT | 18421 - 07888 | 740.90 |
| | PSA: WPCC PAINT & COATINGS | 18421 - 07742 | 732.50 |
| | <i>Total</i> | <i>CAPITAL - Trout Run</i> | 2,955.20 |
| 18422 CAPITAL - Matsunk | | | |
| A C SCHULTES, INC | #3 TRICKLING FILTER REPAIR | 18422 - 07741 | 19,875.00 |
| ARRO CONSULTING INC | PSA: WPCC PAINT & COATINGS | 18422 - 07742 | 732.50 |
| | PSA: WPCC PAINT & COATINGS | 18422 - 07742 | 1,075.00 |
| G C ZARNAS & CO INC | WPCC PAINTING: INVOICE 5 | 18422 - 07742 | 125,030.88 |
| | WPCC PAINTING: INVOICE 7 | 18422 - 07742 | 182,642.58 |
| | WPCC PAINTING: INVOICE 8 | 18422 - 07742 | 88,422.02 |
| | <i>Total</i> | <i>CAPITAL - Matsunk</i> | 417,777.98 |
| 18423 CAPITAL - Collections | | | |
| ARRO CONSULTING INC | PSA: ABRAMS/VALLEYBROOK/TR | 18423 - 07672 | 1,975.60 |
| | PSA: ABRAMS/VALLEYBROOK/TR | 18423 - 07679 | 1,481.80 |
| | PSA: GARRISON WAY/GULPH CREEK | 18423 - 07671 | 2,527.75 |
| | PSA: GULPH CREEK REPAIRS | 18423 - 07671 | 2,592.75 |
| | PSA: PS RENOVATION PROJECT | 18423 - 07672 | 987.80 |
| | PSA: PS RENOVATION PROJECT | 18423 - 07679 | 740.90 |
| T.S.T. INC | MH REPAIRS: GUTHRIE & HIDDEN V | 18423 - 07671 | 4,689.00 |
| | SEWER REPAIRS: GARRISON WAY | 18423 - 07671 | 2,200.00 |
| | <i>Total</i> | <i>CAPITAL - Collections</i> | 17,195.60 |
| 18430 CAPITAL - Transportation | | | |
| HIGHWAY MATERIALS INC. | FIRST AVENUE ROAD DIET | 18430 - 07660 | 9,039.00 |
| JOHN DEERE SHARED SERVICES, INC | UNIT 452: NEW MINI EXCAVATOR | 18430 - 07429 | 74,700.00 |
| MARINO CORPORATION | DEKALB SIDEWALK: INVOICE 04 | 18430 - 07662 | 60,920.32 |
| PENNONI ASSOCIATES INC | PSA: DEKALB PIKE SIDEWALK | 18430 - 07662 | 5,441.74 |
| T & M ASSOCIATES | ENGINEERING: DEKALB SIDEWALK | 18430 - 07662 | 109.80 |
| | <i>Total</i> | <i>CAPITAL - Transportation</i> | 150,210.86 |
| 18450 CAPITAL - Park and Recreation | | | |
| DETWILER ROOFING LLC | UMCC ROOF PROJECT | 18450 - 07120 | 59,350.00 |
| | UMCC ROOF PROJECT | 18450 - 07120 | 105,525.00 |
| GILMORE & ASSOCIATES INC | CROW CREEK TRAIL | 18450 - 07135 | 10,890.00 |
| | CROW CREEK TRAIL | 18450 - 07135 | 11,604.16 |
| | CROW CREEK TRAIL | 18450 - 07135 | 16,208.66 |
| JAMES R KENNEY EXCAVATING & PAVING | CROW CREEK TRAIL | 18450 - 07135 | 184,475.25 |
| | CROW CREEK TRAIL CONST. #1 | 18450 - 07135 | 65,799.00 |
| | CROW CREEK TRAIL CONST. #2 | 18450 - 07135 | 236,542.50 |
| REMINGTON & VERNICK ENGINEERS II, INC | ADA IMPROVEMENTS | 18450 - 07105 | 438.00 |
| | ADA IMPROVEMENTS | 18450 - 07116 | 438.00 |
| | <i>Total</i> | <i>CAPITAL - Park and Recreation</i> | 691,270.57 |
| 19200 UM Foundation | | | |
| MISC | 20 BCA-A GALBAN-PSU | 19200 - 0100 | 2,500.00 |
| | 20 BCA-B FOFANA-ALLEGHENY COL | 19200 - 0100 | 1,250.00 |
| | 20 BCA-B GLAUNER-MCCC | 19200 - 0100 | 500.00 |
| | 20 BCA-C CLARK-PSU | 19200 - 0100 | 1,500.00 |
| | 20 BCA-C MELOCCHI-PSU | 19200 - 0100 | 500.00 |
| | 20 BCA-C SMITH-WVU | 19200 - 0100 | 2,000.00 |
| | 20 BCA-D CLAYTON-URSINUS COL | 19200 - 0100 | 2,500.00 |
| | 20 BCA-D DELAPEZ-U PITT | 19200 - 0100 | 500.00 |
| | 20 BCA-D KUHN-TU | 19200 - 0100 | 1,250.00 |

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| MISC | 20 BCA-G BAHMULLER-U OF NH | 19200 - 0100 | 500.00 |
| | 20 BCA-G CIRAFESI-UNIV SCIENCE | 19200 - 0100 | 500.00 |
| | 20 BCA-K KROUSE-KINGS COL | 19200 - 0100 | 750.00 |
| | 20 BCA-M BERRETONE-DUQUESNE | 19200 - 0100 | 500.00 |
| | 20 BCA-M CLAYTON-MONTCO | 19200 - 0100 | 2,500.00 |
| | 20 BCA-M SADLER-CARNEGI MELLON | 19200 - 0100 | 5,000.00 |
| | 20 BCA-O BARR-UNIV OF VA | 19200 - 0100 | 1,250.00 |
| | 20 BCA-P ODONNELL-PSU | 19200 - 0100 | 500.00 |
| | 20 BCA-R ALLI-URSINUS | 19200 - 0100 | 500.00 |
| | 20 BCA-R ALMONTE-U OF PENN | 19200 - 0100 | 2,500.00 |
| | 20 BCA-R CHATURVEDI-NYU | 19200 - 0100 | 750.00 |
| | 20 BCA-S GAMMARINO-TULANE | 19200 - 0100 | 1,000.00 |
| | 20 BCA-S GANTA-TU | 19200 - 0100 | 2,500.00 |
| | 20 BCA-S SHAFER-FLAGLER | 19200 - 0100 | 500.00 |
| | 20 BCA-V SANCHEZ-U OF PITT | 19200 - 0100 | 1,500.00 |
| | Total | | 33,250.00 |
| | UM Foundation | | |
| 40200 Escrow Payables | | | |
| HAMBURG RUBIN MULLIN MAXWELL & LU | DEVELOPERS ESCROW | 40200 - 7200 | 420.00 |
| REMINGTON & VERNICK ENGINEERS II, INC | DEVELOPERS ESCROW | 40200 - 7200 | 94.00 |
| | DEVELOPERS ESCROW | 40200 - 7200 | 381.00 |
| | DEVELOPERS ESCROW | 40200 - 7200 | 3,519.44 |
| | DEVELOPERS ESCROW | 40200 - 7200 | 3,600.00 |
| | Total | | 8,014.44 |
| | Escrow Payables | | |
| 99420 Health & Welfare | | | |
| BURHANS GLASS CO INC | MIRROR FOR PD GYM | 99420 - 3158 | 758.00 |
| DELAWARE VALLEY INSURANCE TRUST | HEALTH INS PREMIUM-FEB | 99420 - 3150 | 450,743.99 |
| | HEALTH INS PREMIUM-JAN | 99420 - 3150 | 467,999.11 |
| FITNESS REIMB | 1ST QTR20 FITNESS REIMB | 99420 - 1950 | 89.97 |
| | 1ST-4TH QTR20 FITNESS REIMB | 99420 - 1950 | 52.92 |
| | 1ST-4TH QTR20 FITNESS REIMB | 99420 - 1950 | 87.51 |
| | 3RD & 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 299.32 |
| | 3RD QTR 20 FITNESS REIMB | 99420 - 1950 | 124.02 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 93.75 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 102.96 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 124.02 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 126.00 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 149.97 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 150.00 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 150.00 |
| | 4TH QTR20 FITNESS REIMB | 99420 - 1950 | 150.00 |
| HOME DEPOT | SUPPLIES-JAN | 99420 - 3158 | 16.25 |
| TD BANK CARD | TV FOR PD GYM | 99420 - 3158 | 599.98 |
| | WALMART - SUPPLIES GYM | 99420 - 3158 | 57.94 |
| | Total | | 921,875.71 |
| | Health & Welfare | | |
| | | | 3,708,129.14 |

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| | | |
|-------|-------------------------|------------|
| 01138 | Due from Developers | 27,752.12 |
| 01150 | Gas/Diesel/Postage | 26,563.95 |
| 01301 | GF - Property Taxes | 9.16 |
| 01310 | 511 Taxes | 29,842.70 |
| 01362 | Public Safety | 4,630.48 |
| 01365 | Dog Licenses | 200.00 |
| 01367 | Park & Recreation | 487.86 |
| 01377 | Transit | -288.00 |
| 01380 | Miscellaneous | 1,175.00 |
| 01395 | Reimbursements | 4,705.13 |
| 01402 | Accounting | 110,257.81 |
| 01403 | Tax Collection | 9,179.21 |
| 01407 | Information Technology | 36,335.02 |
| 01408 | Planning | 37,669.73 |
| 01410 | Police | 41,533.84 |
| 01411 | Fire and EMS | 459,386.45 |
| 01413 | Codes Enforcement | 4,342.65 |
| 01430 | Transportation | 122,390.26 |
| 01432 | PW-Vehicle Maintenance | 9,114.39 |
| 01434 | PW-Park Maintenance | 17,698.24 |
| 01436 | PW-Building Maintenance | 30,634.12 |
| 01450 | Park and Recreation | 58,531.31 |
| 01493 | TMA/Rambler/Other | 41,985.31 |
| 04456 | Library | 20,780.27 |
| 08364 | Sanitation | 947.10 |
| 08421 | Trout Run | 48,021.44 |
| 08422 | Matsunk | 45,122.98 |
| 08423 | Collections | 36,254.96 |

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| | | |
|-------------------------|-------------------------------|----------------------------|
| 08425 | Public Works-Admin | 12,533.24 |
| 08427 | Wastewater | 1,381.90 |
| 18400 | CAPITAL - Administration | 6,129.89 |
| 18407 | CAPITAL - Information Tech | 4,546.82 |
| 18410 | CAPITAL - Police | 19,986.00 |
| 18411 | CAPITAL - Fire and EMS | 195,737.44 |
| 18421 | CAPITAL - Trout Run | 2,955.20 |
| 18422 | CAPITAL - Matsunk | 417,777.98 |
| 18423 | CAPITAL - Collections | 17,195.60 |
| 18430 | CAPITAL - Transportation | 150,210.86 |
| 18450 | CAPITAL - Park and Recreation | 691,270.57 |
| 19200 | UM Foundation | 33,250.00 |
| 40200 | Escrow Payables | 8,014.44 |
| 99420 | Health & Welfare | 921,875.71 |
| TOTAL AMOUNT A/P | | <u>3,708,129.14</u> |

| <u>Payroll Date</u> | <u>Wages</u> | <u>Taxes/Benefits</u> | |
|---------------------|--------------|-----------------------|-----------------------|
| 12/11/2020 | \$853,425.42 | \$95,753.08 | |
| 12/24/2020 | \$851,221.54 | \$95,044.35 | |
| | | TOTAL PAYROLL | \$1,895,444.39 |
| | | TOTAL WARRANT | <u>\$5,603,573.53</u> |