

UPPER MORELAND TOWNSHIP
Committees Meeting Agenda
February 24, 2025 at 7:00 p.m.
AGENDA ITEMS ARE SUBJECT TO CHANGE

INSTRUCTIONS TO JOIN:

Go to Zoom.us. Click “Join a Meeting” Webinar ID: 917 5771 7982 Password: 182130
Join by Phone: Dial 1-929-205-6099 Webinar ID: 917 5771 7982 Password: 182130

***Residents requiring special accommodations:
please call the Township during normal business hours at 215-659-3100 x1058 or x1057***

Finance & Administrative Committee Members: Commissioner and Committee Chair Benjamin Olzewski, Commissioner and Board Vice President Cheryl Lockard and Commissioner Demond Mullen; Township Staff Member: John D. Bates, Assistant Township Manager/Director of Finance

I. Call to Order

II. Roll Call

III. Presentations/Announcements

IV. Public Comments – Non-Agenda Items Only

V. Approval of Minutes – January 27, 2025 (attachment)

VI. Acceptance and approval of the following monthly reports (attachments):

- A. Director of Finance
- B. Tax Enforcement Officers
- C. Investment Activity Report

VII. Review of Revenue & Expense Summaries (attachments)

VIII. Personnel:

- A. Appointments/Reappointments – The Committee recommends the Board of Commissioners consider the following:

1. The appointment of **Kent Nelson** on the **Upper Moreland Hatboro Joint Sewer Authority** to fill a vacancy left by Henry Sokolowski and serve a new five-year term that will expire on December 31, 2029.

- B. Vacancy(ies):

1. On the **Historical Commission** to fill the vacancy left by John J. Behan and serve the remaining three-year term that will expire on December 31, 2026.
2. On the **Historical Commission** to fill the vacancy left by Albert DerMovsesian and serve a new three-year term that will expire on December 31, 2027.
3. On the **Historical Commission** to fill the vacancy left by Thomas Murt and serve the new three-year term to expire on December 31, 2027.
4. On the **Historical Commission** to fill the vacancy left by Brian Tompkins and serve the remaining three-year term that will expire on December 31, 2026.
5. On the **Human Relations Commission** to fill the vacancy left by Sharia Wallace and serve a new three-year term that will expire on December 31, 2027.
6. On the **Human Relations Commission** to fill the vacancy left by Akeelah Sides and serve

UPPER MORELAND TOWNSHIP
Committees Meeting Agenda
February 24, 2025 at 7:00 p.m.
AGENDA ITEMS ARE SUBJECT TO CHANGE

INSTRUCTIONS TO JOIN:

Go to Zoom.us. Click “Join a Meeting” Webinar ID: 917 5771 7982 Password: 182130
Join by Phone: Dial 1-929-205-6099 Webinar ID: 917 5771 7982 Password: 182130

***Residents requiring special accommodations:
please call the Township during normal business hours at 215-659-3100 x1058 or x1057***

the remaining three-year term to expire on December 31, 2025.

7. On the **Parks and Recreation Advisory Council** to fill the At-Large vacancy left by Margaret Holscher and serve the remaining two-year term that will expire on December 31, 2025.
8. On the **Parks and Recreation Advisory Council** to fill the Ward 3 vacancy left by Joseph Paskus and serve the remaining two-year term that will expire on May 5, 2027.

IX. Old Business

X. New Business

- A. Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Stephen and Beth Stonehouse, for the property located at 2255 Pioneer Road. (attachment)
- B. Architect Firm for Township Building Renovations (attachments)

XI. Other Items

XII. Commissioner Comments

XIII. Adjournment

Upper Moreland Township
Committees Meetings
January 27, 2025 - Meeting Minutes

Finance & Administrative Committee Meeting

Finance & Administrative Committee Members: Commissioner and Committee Chair Benjamin Olszewski, Commissioner Cheryl Lockard, Commissioner Demond Mullen. Township Staff Member: John D. Bates, Assistant Township Manager/Director of Finance

- I. **Moment of Silent Meditation**
- II. **Pledge of Allegiance**
- III. **Call to Order:** Commissioner and Committee Chair Benjamin Olszewski called the meeting to order.
- IV. **Roll Call:** Commissioner and Committee Chair Olszewski, Commissioner Lockard. Absent: Commissioner Mullen. Mr. Bates, Assistant Township Manager/Director of Finance. Also present were Patrick T. Stasio, Township Manager, and Briana Bryant, Township Solicitor.
- V. **Announcements:**
The Board of Commissioners met in an Executive Session prior to tonight's meetings to discuss real estate matters.
- VI. **Approval of Minutes – November 25, 2024:**
The Committee unanimously approved the meeting minutes as submitted.
- VII. **Public Comments (non-Agenda Items) -** Nothing to report.
- VIII. **Acceptance and approval of the following reports – November and December 2024:**
 - A. Director of Finance
 - B. Tax Enforcement Officers
 - C. Investment Activity Report
 - D. Quarterly Bond Issue Report
 - E. Quarterly Capital Reserve Fund
 - F. Quarterly Restricted Funds
 - The Committee unanimously approved the above reports as submitted.
- IX. **Review of Financial Statements – November and December 2024:**
 - A. Revenue and Expense Summaries
 - Mr. Bates reported that the Township ended 2024 in a net positive position in terms of revenue over expenses. The Finance Department is working through any remaining expenses to allocate them back into 2024 business. The Capital Reserve Fund budget for capital improvement projects has a current estimate of approximately \$250,000.
 - The Committee discussed and unanimously approved the summaries as submitted.
- X. **Personnel:**
 - A. Appointments/Reappointments:
 1. The reappointment of **Bonnie MacDonald** on the Historical Commission to serve a new three-year term to expire on December 31, 2027.
 2. The reappointment of **Udo Maron** on the Historical Commission to serve a new three-year term to expire on December 31, 2027.

Upper Moreland Township
Committees Meetings
January 27, 2025 - Meeting Minutes

3. The reappointment of **Steven Worthington** on the **Historical Commission** to serve a new three-year term to expire on December 31, 2027.
4. The reappointment of **Sharia Wallace** on the **Human Relations Commission** to serve a new three-year term to expire on December 31, 2027.
5. The reappointment of **Kelley Hynes** on the **Human Relations Commission** to serve a new three-year term to expire on December 31, 2027.
6. The appointment of **Margaret Holscher** on the **Parks and Recreation Advisory Council** to fill the **Ward 2** vacancy left by John Knauss and serve a two-year term that will expire on August 4, 2026.
7. The reappointment of **Dean Swedberg** as a **Ward 5** representative on the **Parks and Recreation Advisory Council** to serve a new two-year term to expire on December 31, 2026.
8. The appointment of **Mark Rosenbaum** as a **Ward 7** representative on the **Parks and Recreation Advisory Council** to fill the vacancy left by **Michael Cavanaugh** to serve a two-year term to expire on December 31, 2026.
9. The reappointment of **James Morrison** on the **Environmental Advisory Council** to serve a new three-year term to expire on January 4, 2028.
10. The reappointment of **Karl Pfizenmayer** on the **Environmental Advisory Council** to serve a new three-year term to expire on January 4, 2028.
- The Committee recommends the Board of Commissioners approve the above appointments and reappointments at the February 3, 2025 Regular Meeting.

11. The appointment by **Resolution R-2025-XX** of John D. Bates as a voting delegate and Patrick T. Stasio as an alternate delegate, on the Tax Collection Committee (TCC):
 - The Committee recommends the Board of Commissioners approve the resolution at the February 3, 2025 Regular Meeting.

B. Vacancy(ies):

1. On the **Historical Commission** to fill the vacancy left by John J. Behan and serve a current three-year term that will expire on December 31, 2026.
2. On the **Historical Commission** to fill the vacancy left by Albert DerMovsesian and serve a current three-year term that will expire on December 31, 2027.
3. On the **Historical Commission** to fill the vacancy left by Thomas Murt and serve the remainder of the current three-year term to expire on December 31, 2027.
4. On the **Historical Commission** to fill the vacancy left by Brian Tompkins and serve a new three-year term that will expire on December 31, 2026.
5. On the **Parks and Recreation Advisory Council** to fill the **Ward 3** vacancy left by Joseph Paskus and serve a two-year term that will expire on May 5, 2027.
6. On the **Parks and Recreation Advisory Council** to fill the At-Large vacancy left by Margaret Holscher and serve a two-year term that will expire on December 31, 2025.
7. On the **Upper Moreland-Hatboro Joint Sewer Authority** to fill the **Upper Moreland Township Representative** vacancy left by Henry Sokolowski and serve a five-year term that expires on December 31, 2029.
- The Committee directed anyone interested in applying to the vacancies to send their resume and a letter of interest to Pat Stasio, Township Manager.

IX. Old Business:

- A. Recommendation to approve and award bid at the February 3, 2025 Regular Meeting for the Maryland Road Culvert Improvement Project:
 - Mr. Stasio explained that the culvert under Maryland Road requires repair and is a time-sensitive project. The Township was awarded a grant in the amount of \$897,375 that of which only 10% can be used to cover inspections. The lowest bid was \$680,079.25. A balance of \$9,062.50 is the amount for inspections not covered by the grant and is the Township's cost for the project.
 - The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.

**Upper Moreland Township
Committees Meetings
January 27, 2025 - Meeting Minutes**

X. New Business:

- A. Request to the Pennsylvania Municipal League for advocacy regarding the Pennsylvania Public Utility Commission's One Call System's regulations:
 - Mr. Stasio briefly explained details of incidents that were in violation, which were appealed.
 - Commissioner McFatridge explained that he contacted the Pennsylvania Municipal League to become involved. PML has reached out to other municipalities in Pennsylvania for support and the next meeting will be February 7th.
 - The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.
- B. DRAFT resolution setting application fees for permits to conduct special events:
 - Mr. Stasio explained that this is the fee structure that partners with Ordinance No. 1761, regarding special events in the Township.
 - The Committee recommends the Board of Commissioners approve a resolution at the February 3, 2025 Regular Meeting.
- C. Tax Collector compensation:
 - Mr. Stasio explained that the Tax Collector is an elected position and the Treasurer is an appointed position. The Tax Collector has asked for an increase in compensation as his duties as Treasurer for the Township. The Tax Collector rate is set at a maximum that the State allows. The Treasurer is compensated by the Township and the rate has not increased since 2013. The requested amount of increase is \$4,035 for 2026 and, thereafter for 2027, 2028, 2029 the increase would be 2.5% or the cost of living increase.
 - Also requested are increases in the cost of tax duplicates from \$5 to \$7 and the cost of tax certificate fees from \$35 to \$40, effective 2026 through 2029.
 - Alex Levy, Tax Collector/Treasurer, explained that residents are not charged for the \$5 duplicate bill fee, the \$35 tax certificate fee and history of payments. Fees are paid by title companies, realtors or third-party companies who pay the taxes for mortgage companies. The only time a tax certificate fee is paid by a resident is if the resident is also the realtor on the property. Montgomery County provided an increase this year and tied the annual increase into the Salary Board decision, which is historically less than what unions receive in the County. The County pays per unit, per parcel for the Tax Collector to send out a bill and collect taxes, and the Township taxes are included. There is a proposal before the School Board for a very similar increase. A separate School Tax is also sent out and they compensate the Tax Collector for mailing and collecting.
 - Mr. Stasio explained a deadline of February 15th for applicants to announce their candidacy for the Tax Collector/Treasurer position and determine the Tax Collector/Treasurer compensation, which must be set by an ordinance. There is not sufficient time to advertise the ordinance seven days prior to the February 3, 2025 Board of Commissioners Regular Meeting and, therefore, advised that a Special Meeting of the Board of Commissions be held on February 10, 2025 prior to the Community Development Committee Meeting for approval of the Tax Collector/Treasurer compensation and a resolution setting the fees.
 - Commissioner Lockard requested to review the total compensation for the Tax Collector/Treasurer position.
 - The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.
- D. Discuss authorization of signers on TD Bank as a depository for the Township:
 - Mr. Bates explained that this is an update to signatories that are required on the Township's depository account, which was set up in 2017 for the General Note.
 - The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.
- E. Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, The Gardens at Willow Grove, LLC, for the property located at 409 Easton Road:
 - The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.

**Upper Moreland Township
Committees Meetings
January 27, 2025 - Meeting Minutes**

F. Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Barbara A. Jacquelin, for the property located at 705 Easton Road:

- The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.

G. Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Barbara A. Jacquelin, for the property located at 709 Easton Road:

- The Committee recommends the Board of Commissioners approve at the February 3, 2025 Regular Meeting.
- The Committee directed Mr. Bates to confirm the tax amounts and millage rates with the Tax Collector on the above and all future tax assessment appeals.

XI. Other Items – Nothing to report.

XII. Commissioner Comments – Nothing to report.

XIII. Adjournment:

The Committee had no further business and the meeting was adjourned at 8:00 pm.

Respectfully submitted by Kathleen Kristire.

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215
Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE
President
CHERYL LOCKARD
Vice President
ANTHONY BENVENUTTI
DEMOND MULLEN
BENJAMIN W. OLSZEWSKI
NICHOLAS O. SCULL
CHARLES M. WHITING



OFFICIALS

PATRICK T. STASIO
Township Manager
JOHN D. BATES
*Assistant Township Manager/
Director of Finance*
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

FINANCE OFFICE

TO: All Commissioners
FROM: John Bates
DATE: February 18, 2025
RE: **Department Report for the Month of January 2025**

1. Routine daily work (posting, filing, etc.)
2. Invoice processing and payment
3. Accounts Receivable billing and receipts
4. Close and balance books for previous month
5. Prepare financial statements
6. Balance bank statements
7. Preparation of monthly financial and business tax reports
8. Prepare Treasurer's Activity Report
9. Cash flow analysis and funds transfer
10. Initiate and review Township investments
11. Processing and reporting of daily business tax receipts
12. Review and auditing of business tax returns
13. Perform analysis and projects as required

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania
 117 Park Avenue, Willow Grove, PA 19090-3215
 Telephone (215) 659-3100
 Fax (215) 659-3305

George Kyriakodis, MS, MBA, CFE
 Tax Officer/Auditor
 215-659-3100 x1045
 gkyriakodis@uppermoreland.org



Kristi Payne
 Tax Officer
 215-659-3100 x1044
 kpayne@uppermoreland.org

BUSINESS TAX OFFICE

REVENUE ANALYSIS AS OF JANUARY 31, 2025

	2024		2025
	\$5,826,000		\$5,926,000
	YTD Receipts	% of Budget	YTD Receipts
BUSINESS PRIV.	13,658	0%	8,474
MERCANTILE	-	0%	42
LICENSE	16,035	62%	15,585
PRIOR YEAR MISC.	401,813	67%	239,891
TOTALS	\$ 431,506	7%	\$ 263,992
DECREASE IN RECEIPTS 2024/2025		\$ (167,514)	OR -38.8%
AMOUNT UNDER BUDGET	=	(\$5,662,008)	

2025 BUSINESSES REGISTERED	1,555
2024 BUSINESSES REGISTERED	1,599
AMOUNT OF DECREASE	(44)

2025 BUSINESSES TERMINATED	42
----------------------------	----

SUBMITTED BY:
 GEORGE KYRIAKODIS / KRISTI PAYNE
 TAX ENFORCEMENT OFFICERS

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215
Telephone (215) 659-3100 / Fax (215) 659-7363



INVESTMENT ACTIVITY REPORT JANUARY 2025

Date of Purchase	Name Of Institution	Name of Fund	Investment Type	Amount of Investment	Rate of Interest	Date of Maturity
Various		General Fund		\$ 985,657.08	4.24%	N/A
6/4/2010	PLGIT Hatboro Federal Savings	General Fund	CD	\$ 289,831.54	4.43%	
				\$ 1,275,488.62		
8/30/2013	PLGIT	Operating Reserve	Reserve - Class	\$ 1,681,019.55	4.34%	N/A
Various	PLGIT	Capital Reserve Fund	Class	\$ 43,939.93	4.24%	N/A
Various	PLGIT	Fire Truck Fund	Class	\$ 398.58	4.24%	N/A
Various	PLGIT	Liquid Fuels Account	Class	\$ 416,769.53	4.24%	N/A
10/29/2021	PLGIT	American Plan Rescue Act		\$ 1,554,999.78	4.24%	N/A
1/1/2021	PLGIT	GO Bond 2021	Arm	\$ 189,957.87	4.53%	N/A
4/7/2022	PLGIT	GO Bond 2022		\$ 1,008,286.28	4.53%	N/A

*Liquid Fuels & Capital Reserve: show ledger balance if checks have not cleared for the month

NOTE: CD Interest Rates Are Net Of Fees (Actual Yield) -- for PLGIT CD

UPPER MORELAND TOWNSHIP

STATEMENT OF FINANCIAL POSITION

General Fund

Fiscal Year 25 Period 01

ASSETS

CASH	167,536.48
CASH - TD BANK	256,059.65
PETTY CASH	825.00
INVESTMENTS - CD'S	289,831.54
INVESTMENTS PLGIT	2,666,687.39
FEES IN LIEU OF PLANTINGS	232,476.23
STORMWATER MANAGEMENT	56,282.09
DEA PROCEEDS	20,442.80
TRAFFIC IMPACT FEES	210,711.13
AMERICAN RESCUE PLAN ACT	1,554,999.78
ACCOUNTS RECEIVABLE	163,943.39
TRASH FEES LIENED	72,215.05
CURB & SIDEWALK LIENS	6,167.39
MISC LIENS RECEIVABLE	33,184.50
RE TAX LIENS RECEIVABLE	(35,855.30)
TAXES RECEIVABLE	1,155,634.44
DUE FROM BOND ISSUE	82,041.71
DUE FROM CAPITAL RESERVE FUND	68,200.00
DUE FROM ESCROW FUND	1,222.50
TOTAL ASSETS	----- 7,002,605.77 =====

LIABILITIES & FUND BALANCE

ACCOUNTS PAYABLE	41,579.09
TAX ANTICIPATION NOTE	0.00

DUE TO GOVERNMENT UNITS	2,972.80
DEFERRED REVENUE TRASH FEES LIENED	61,124.00
DEFERRED REVENUES	1,342,188.83
DEFERRED REVENUE RE TAX LIENS	(35,855.30)
FUND BALANCE (SURPLUS)	5,277,968.86
OPERATING RESERVE	1,296,864.19
RESTRICTED-FEES IN LIEU OF	232,476.23
RESTRICTED-STORMWATER MANAGEMENT	56,282.09
RESTRICTED DEA PROCEEDS	20,442.80
RESTRICTED TRAFFIC IMPACT	210,711.13
REVENUE CONTROL ACCOUNT	589,888.49
EXPENSE CONTROL ACCOUNT	(2,094,037.44)

TOTAL LIABS & FUND BALANCE	7,002,605.77 =====

UPPER MORELAND TOWNSHIP
 SUMMARY REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 1

	MONTH ENDING 01/31/2025	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/2025	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %
REAL PROPERTY TAXES	1,248.43	1,248.43	0.00	9,349,705.00	9,348,456.57	0.01	99.99
LOCAL ENABLING TAXES	452,534.17	452,534.17	0.00	12,030,000.00	11,577,465.83	3.76	96.24
LICENSES & PERMITS	21,720.10	21,720.10	0.00	460,000.00	438,279.90	4.72	95.28
FINES & FORFEITS	11,841.93	11,841.93	0.00	132,500.00	120,658.07	8.94	91.06
INTEREST	18,511.47	18,511.47	0.00	350,000.00	331,488.53	5.29	94.71
INTERGOVERNMENTAL REV	0.00	0.00	0.00	1,030,359.00	1,030,359.00	0.00	100.00
DEPARTMENTAL EARNINGS	68,136.02	68,136.02	0.00	3,308,302.00	3,240,165.98	2.06	97.94
MISC. INC	14,294.12	14,294.12	0.00	235,000.00	220,705.88	6.08	93.92
INTERFUND OP. TRANS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
SURPLUS	0.00	0.00	0.00	581,013.00	581,013.00	0.00	100.00
TOTAL RECEIPTS	588,286.24	588,286.24	0.00	27,476,879.00	26,888,592.76	2.14	97.86

UPPER MORELAND TOWNSHIP
 SUMMARY REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 2

	MONTH ENDING 01/31/2025	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/2025	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %
EXPENDITURES							
400-997-00ADMIN-GEN GOVT	193,750.93	193,750.93	5,730.00	2,716,801.00	2,517,320.07	7.34	92.66
410-997-00PROTECTION/PERSONS & PR	858,884.09	858,884.09	7,667.28	8,362,218.00	7,495,666.63	10.36	89.64
413-997-00CODE ENFORCEMENT	44,960.43	44,960.43	0.00	479,633.00	434,672.57	9.37	90.63
415-997-00EMERGENCY MANAGEMENT	570.00	570.00	0.00	23,200.00	22,630.00	2.46	97.54
427-997-00PUB WORKS - SANITATION	131,227.58	131,227.58	816,948.00	2,128,073.00	1,179,897.42	44.56	55.44
430-997-00PUBLIC WORKS/HWY	207,233.34	207,233.34	21,825.04	2,396,511.00	2,167,452.62	9.56	90.44
450-995-00PARKS & RECREATIONS	98,300.84	98,300.84	112,159.30	1,873,033.00	1,662,572.86	11.24	88.76
456-997-00LIBRARY	231,107.75	231,107.75	0.00	963,931.00	732,823.25	23.98	76.02
463-997-00COMMUNITY REVITALIZATIO	0.00	0.00	0.00	0.00	0.00	0.00	100.00
481-997-00INTERGOVERNMENTAL EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	100.00
480-995-00MISC GOVT EXPEND	328,002.48	328,002.48	0.00	8,483,479.00	8,155,476.52	3.87	96.13
492-997-00TOTAL OPERATING TRANSFE	0.00	0.00	0.00	100,000.00	100,000.00	0.00	100.00
TOTAL EXPENDITURES	2,094,037.44	2,094,037.44	964,329.62	27,526,879.00	24,468,511.94	11.11	88.89

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 1

MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %
--------------------------	------------------------------	------------------------------	--------------------	-----------------------	----------------

RECEIPTS

REAL PROPERTY TAXES

301-100	R/E TAXES CURRENT	513.63	513.63	0.00	7,620,269.00	7,619,755.37	0.01	99.99
301-110	LIBRARY	65.13	65.13	0.00	923,074.00	923,008.87	0.01	99.99
301-120	FIRE PROTECTION	47.97	47.97	0.00	679,842.00	679,794.03	0.01	99.99
301-200	R/E TAXES PRIOR	0.00	0.00	0.00	10,000.00	10,000.00	0.00	100.00
301-201	LIBRARY PRIOR	0.00	0.00	0.00	3,000.00	3,000.00	0.00	100.00
301-202	FIRE PRIOR	0.00	0.00	0.00	1,500.00	1,500.00	0.00	100.00
301-300	R/E TAX REFUND	0.00	0.00	0.00	0.00	0.00	0.00	100.00
301-500	R/E TAXES LIENED	494.02	494.02	0.00	75,000.00	74,505.98	0.66	99.34
301-501	LIBRARY LIENS	63.76	63.76	0.00	12,500.00	12,436.24	0.51	99.49
301-502	FIRE LIENS	48.06	48.06	0.00	5,250.00	5,201.94	0.92	99.08
301-600	R/E TAXES INTERIM	13.00	13.00	0.00	15,000.00	14,987.00	0.09	99.91
301-601	LIBRARY INTERIMS	1.65	1.65	0.00	3,000.00	2,998.35	0.06	99.94
301-602	FIRE INTERIMS	1.21	1.21	0.00	1,270.00	1,268.79	0.10	99.90
301-995	REAL PROPERTY TAXES	1,248.43	1,248.43	0.00	9,349,705.00	9,348,456.57	0.01	99.99

LOCAL ENABLING TAXES

310-100	REAL ESTATE TRANSFER TA	60,288.36	60,288.36	0.00	570,000.00	509,711.64	10.58	89.42
310-200	EARNED INCOME TAX	122,901.03	122,901.03	0.00	4,890,000.00	4,767,098.97	2.51	97.49
310-300	MERCANTILE TAX	42.00	42.00	0.00	1,900,000.00	1,899,958.00	0.00	100.00
310-500	OCCUPATIONAL PRIV. TAX	20,937.77	20,937.77	0.00	670,000.00	649,062.23	3.13	96.87
310-800	BUSINESS PRIVILEGE TAX	8,473.83	8,473.83	0.00	3,400,000.00	3,391,526.17	0.25	99.75
310-810	PRIOR YEAR BUSINESS TAX	239,891.18	239,891.18	0.00	600,000.00	360,108.82	39.98	60.02
310-995	LOCAL ENABLING TAXES	452,534.17	452,534.17	0.00	12,030,000.00	11,577,465.83	3.76	96.24

LICENSES & PERMITS

321-000	BUSINESS LICENSES	10,895.10	10,895.10	0.00	26,000.00	15,104.90	41.90	58.10
321-620	CONTRACTORS REGISTRATIO	10,825.00	10,825.00	0.00	33,000.00	22,175.00	32.80	67.20
321-730	AMUSEMENT GAME PERMITS	0.00	0.00	0.00	1,000.00	1,000.00	0.00	100.00
321-800	CABLE TV FRANCHISE FEES	0.00	0.00	0.00	400,000.00	400,000.00	0.00	100.00
320-995	LICENSES & PERMITS	21,720.10	21,720.10	0.00	460,000.00	438,279.90	4.72	95.28

FINES & FORFEITS

331-110	MOTOR VEHICLE VIOLATION	140.00	140.00	0.00	1,000.00	860.00	14.00	86.00
331-120	CODE ENFORCEMENT FINES	0.00	0.00	0.00	3,500.00	3,500.00	0.00	100.00

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 2

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAL PCT %	AVAL PCT %	
331-121	FALSE ALARM FINES	2,925.00	2,925.00	0.00	20,600.00	17,675.00	14.20	85.80
331-130	DISTRICT JUSTICES	8,776.93	8,776.93	0.00	107,400.00	98,623.07	8.17	91.83
331-131	MISC.FINES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
330-995	FINES & FORFEITS	11,841.93	11,841.93	0.00	132,500.00	120,658.07	8.94	91.06

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 3

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 4

		MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %
364-600	REFUSE COLLECTION FEE	2,365.00	2,365.00	0.00	1,557,030.00	1,554,665.00	0.15	99.85
364-601	PRIOR YR.REFUSE COLLECT	396.00	396.00	0.00	13,000.00	12,604.00	3.05	96.95
363-995	HIGHWAY & SANITATION	11,683.40	11,683.40	0.00	1,630,030.00	1,618,346.60	0.72	99.28

RECREATIONAL FACILITIES

367-000	RECREATIONAL FEES	6,600.51	6,600.51	0.00	180,000.00	173,399.49	3.67	96.33
367-100	SUMMER CAMP FEES	0.00	0.00	0.00	460,000.00	460,000.00	0.00	100.00
367-200	LEAGUE FEES	0.00	0.00	0.00	14,000.00	14,000.00	0.00	100.00
367-900	DISCOUNT TICKET/TRIPS	394.00	394.00	0.00	32,000.00	31,606.00	1.23	98.77
367-905	LITTLE BEARS CAMP	0.00	0.00	0.00	0.00	0.00	0.00	100.00
367-995	RECREATIONAL FACILITIES	6,994.51	6,994.51	0.00	686,000.00	679,005.49	1.02	98.98
	DEPARTMENTAL EARNINGS	68,136.02	68,136.02	0.00	3,308,302.00	3,240,165.98	2.06	97.94

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 5

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	PCT %	AVAIL PCT %
MISCELLANEOUS INCOME							
391-100	MISC. INCOME	97.69	97.69	0.00	100,000.00	99,902.31	0.10 99.90
391-200	INSURANCE INCOME	14,196.43	14,196.43	0.00	35,000.00	20,803.57	40.56 59.44
391-300	CURB & SIDEWALK ASSESSM	0.00	0.00	0.00	0.00	0.00	0.00 100.00
391-400	OFFICE LEASE	0.00	0.00	0.00	0.00	0.00	0.00 100.00
391-500	DEVELOPER CONTRIBUTIONS	0.00	0.00	0.00	100,000.00	100,000.00	0.00 100.00
380-995	MISCELLANEOUS INCOME	14,294.12	14,294.12	0.00	235,000.00	220,705.88	6.08 93.92
INTERFUND OP. TRANS							
392-000	TRANSFER FROM DEA FUNDS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-100	TRANSFER FROM FEES IN L	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-200	TRSF FROM STORMWATER	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-600	TRANSFER FROM TRAFFIC I	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-900	TRANSFER FROM CAPITAL R	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-901	TRANSFER FROM DEBT FUND	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-902	TRANSFER FROM ESCROW	0.00	0.00	0.00	0.00	0.00	0.00 100.00
392-995	INTERFUND OP. TRANS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
SURPLUS							
395-000	FUND BALANCE TRANSFER	0.00	0.00	0.00	581,013.00	581,013.00	0.00 100.00
395-995	FUND BALANCE TRANSFER	0.00	0.00	0.00	581,013.00	581,013.00	0.00 100.00
	TOTAL RECEIPTS	588,286.24	588,286.24	0.00	27,476,879.00	26,888,592.76	2.14 97.86

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 6

MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %
--------------------------	------------------------------	------------------------------	--------------------	-----------------------	----------------

EXPENDITURES

ADMINISTRATION

400-113	SALARIES-ELECTED OFFICI	0.00	0.00	0.00	30,625.00	30,625.00	0.00	100.00
401-121	MANAGER COMPENSATION	22,614.65	22,614.65	0.00	193,090.00	170,475.35	11.71	88.29
401-130	SALARIES - OFFICE	102,639.03	102,639.03	0.00	993,426.00	890,786.97	10.33	89.67
401-200	MATERIAL & SUPPLIES	2,462.60	2,462.60	0.00	15,000.00	12,537.40	16.42	83.58
401-240	GENERAL EXPENSES	19,246.06	19,246.06	0.00	100,000.00	80,753.94	19.25	80.75
401-260	MINOR EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
401-320	COMMUNICATION EXPENSES	15,245.62	15,245.62	0.00	361,380.00	346,134.38	4.22	95.78
401-340	ADVERTISING & PRINTING	0.00	0.00	0.00	15,500.00	15,500.00	0.00	100.00
401-374	EQUIP./MAINT. & REPAIRS	0.00	0.00	0.00	24,400.00	24,400.00	0.00	100.00
401-450	CONTRACTED SERVICES	3,735.46	3,735.46	0.00	150,000.00	146,264.54	2.49	97.51
401-460	RE TAX REFUNDS	0.00	0.00	0.00	5,000.00	5,000.00	0.00	100.00
401-520	CONTRIBUTIONS	10,360.00	10,360.00	0.00	48,500.00	38,140.00	21.36	78.64
401-740	MAJOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
401-800	GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
402-100	TOWNSHIP AUDITOR	0.00	0.00	0.00	65,000.00	65,000.00	0.00	100.00
402-312	EARNEED INCOME TAX COLLEC	20,460.21)(	20,460.21)	0.00	50,000.00	70,460.21 (40.92)	140.92	
402-314	LEGAL SERVICES	20,401.71	20,401.71	0.00	225,000.00	204,598.29	9.07	90.93
400-995	ADMINISTRATION	176,244.92	176,244.92	0.00	2,276,921.00	2,100,676.08	7.74	92.26

TAX COLLECTION

403-114	CONTRACT SERVICES	2,838.46	2,838.46	0.00	36,900.00	34,061.54	7.69	92.31
403-353	TAX COLLECTOR'S BOND	0.00	0.00	0.00	0.00	0.00	0.00	100.00
403-995	TAX COLLECTION	2,838.46	2,838.46	0.00	36,900.00	34,061.54	7.69	92.31

TOWNSHIP BUILDING

409-140	SALARIES & WAGES	3,365.25	3,365.25	0.00	50,700.00	47,334.75	6.64	93.36
409-200	MATERIALS & SUPPLIES	335.14	335.14	0.00	6,250.00	5,914.86	5.36	94.64
409-360	UTILITIES	0.00	0.00	0.00	85,000.00	85,000.00	0.00	100.00
409-373	MAINTENANCE & REPAIRS	1,683.11	1,683.11	5,730.00	183,700.00	176,286.89	4.04	95.96
409-375	SHADE TREE CARE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
409-450	CONTRACT SERVICES	9,284.05	9,284.05	0.00	77,330.00	68,045.95	12.01	87.99
409-995	TOWNSHIP BUILDING	14,667.55	14,667.55	5,730.00	402,980.00	382,582.45	5.06	94.94

GENERAL ADMINISTRATION	193,750.93	193,750.93	5,730.00	2,716,801.00	2,517,320.07	7.34	92.66
------------------------	------------	------------	----------	--------------	--------------	------	-------

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 7

MONTH ENDING	YEAR-TO-DATE	ENCUMBERED	BUDGETED
01/31/25	TRANSACTIONS	AS OF 01/31/25	AMOUNT

PROTECTION TO PERSONS & PROPERTY

POLICE PROTECTION

410-120	CHIEF COMPENSATION	14,261.54	14,261.54	0.00	185,400.00	171,138.46	7.69	92.31
410-130	SALARY - CROSSING GUARD	0.00	0.00	0.00	7,256.00	7,256.00	0.00	100.00
410-131	SALARY - LTS., SGTS.	111,210.44	111,210.44	0.00	1,302,669.00	1,191,458.56	8.54	91.46
410-132	SALARY - PATROL OFFICER	469,897.40	469,897.40	0.00	3,965,424.00	3,495,526.60	11.85	88.15
410-133	TWP.OVERTIME	46,860.10	46,860.10	0.00	375,000.00	328,139.90	12.50	87.50
410-134	REIMBURSE OVERTIME	1,997.52	1,997.52	0.00	60,057.00	58,059.48	3.33	96.67
410-135	OVERTIME/COURT/HEARINGS	2,895.99	2,895.99	0.00	52,500.00	49,604.01	5.52	94.48
410-140	SALARY - CLERICAL	43,571.01	43,571.01	0.00	400,489.00	356,917.99	10.88	89.12
410-200	MATERIAL & SUPPLIES	0.00	0.00	0.00	18,600.00	18,600.00	0.00	100.00
410-238	UNIFORMS	78.99	78.99	0.00	75,000.00	74,921.01	0.11	99.89
410-239	AMMUNITION	0.00	0.00	0.00	21,000.00	21,000.00	0.00	100.00
410-240	GENERAL EXPENSE	(5,138.43)	(5,138.43)	0.00	84,750.00	89,888.43	(6.06)	106.06
410-260	MINOR EQUIPMENT PURCHAS	0.00	0.00	1,131.25	40,000.00	38,868.75	2.83	97.17
410-317	CONTRACT SERVICES	15,384.32	15,384.32	0.00	103,850.00	88,465.68	14.81	85.19
410-320	COMMUNICATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
410-340	ADVERTISING & PRINTING	0.00	0.00	0.00	1,628.00	1,628.00	0.00	100.00
410-372	TRAFFIC SIGNAL REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
410-374	EQUIP., MAINT. & REPAIR	341.00	341.00	0.00	4,215.00	3,874.00	8.09	91.91
410-740	MAJOR EQUIPMENT PURCHAS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
410-800	GRANT PROCEEDS	590.25	590.25	0.00	0.00	(590.25)	0.00	100.00
410-995	POLICE PROTECTION	701,950.13	701,950.13	1,131.25	6,697,838.00	5,994,756.62	10.50	89.50

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 8

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %	
FIRE PROTECTION								
411-120	FIRE CHIEF/MARSHALL	22,896.17	22,896.17	0.00	139,575.00	116,678.83	16.40	83.60
411-130	WAGES - STAFF	123,100.00	123,100.00	0.00	1,061,105.00	938,005.00	11.60	88.40
411-200	MATERIALS & SUPPLIES	0.00	0.00	0.00	2,000.00	2,000.00	0.00	100.00
411-210	GENERAL OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-226	BUILDING JANITORIAL	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-227	JANITORIAL/SUB	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-232	ENGINEERING FUEL	926.03	926.03	0.00	15,000.00	14,073.97	6.17	93.83
411-238	UNIFORM EXPENSE	83.97	83.97	0.00	10,500.00	10,416.03	0.80	99.20
411-240	GENERAL FIRE POLICE	155.98	155.98	0.00	0.00	(155.98)	0.00	100.00
411-241	FIRE POLICE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-242	EQUIPMENT REPLACEMENT	0.00	0.00	0.00	13,200.00	13,200.00	0.00	100.00
411-250	EQUIPMENT MAINTENANCE	119.16	119.16	0.00	18,000.00	17,880.84	0.66	99.34
411-260	EQUIPMENT NEW	0.00	0.00	0.00	11,500.00	11,500.00	0.00	100.00
411-327	COMMUNICATION MAINTENAN	273.60	273.60	0.00	9,000.00	8,726.40	3.04	96.96
411-328	STIPEND-CHIEFS	0.00	0.00	0.00	5,000.00	5,000.00	0.00	100.00
411-329	INCENTIVE FUND	0.00	0.00	0.00	40,000.00	40,000.00	0.00	100.00
411-331	TRAVEL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-340	GENERAL FIRE PREVENTION	0.00	0.00	0.00	5,000.00	5,000.00	0.00	100.00
411-352	LIABILITY INSURANCE	0.00	0.00	0.00	6,500.00	6,500.00	0.00	100.00
411-354	WORKERS COMP. INSURANCE	3,529.00	3,529.00	0.00	45,000.00	41,471.00	7.84	92.16
411-360	BUILDING OPERATIONS	407.21	407.21	0.00	70,000.00	69,592.79	0.58	99.42
411-361	BLDG. OPER/SUB	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-363	HYDRANT SERVICE	0.00	0.00	0.00	100,000.00	100,000.00	0.00	100.00
411-372	ENGINEERING MAINTENANCE	1,525.60	1,525.60	0.00	50,000.00	48,474.40	3.05	96.95
411-373	BUILDING MAINTENANCE	19.99	19.99	6,536.03	32,000.00	25,443.98	20.49	79.51
411-374	BLDG.MAINTENANCE SUB ST	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-450	CONTRACTED SERVICES	3,197.25	3,197.25	0.00	15,000.00	11,802.75	21.32	78.68
411-460	GENERAL TRAINING	700.00	700.00	0.00	16,000.00	15,300.00	4.38	95.62
411-461	FIRE RELIEF ASSN STATE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-700	CAPITAL EQUIP.FUND	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-740	MAJOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
411-995	FIRE PROTECTION	156,933.96	156,933.96	6,536.03	1,664,380.00	1,500,910.01	9.82	90.18
	PROTECTION TO PERSON &	858,884.09	858,884.09	7,667.28	8,362,218.00	7,495,666.63	10.36	89.64

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 01 General Fund
 CURRENT YEAR BUDGET

PAGE 9

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %
CODE ENFORCEMENT							
413-120	SALARY - DIRECTOR 27,086.66	27,086.66	0.00	134,227.00	107,140.34	20.18	79.82
413-130	SALARY/PROFESSIONAL STA 6,849.94	6,849.94	0.00	90,749.00	83,899.06	7.55	92.45
413-140	SALARY - CLERICAL 9,432.83	9,432.83	0.00	122,157.00	112,724.17	7.72	92.28
413-200	MATERIALS & SUPPLIES 0.00	0.00	0.00	1,500.00	1,500.00	0.00	100.00
413-240	GENERAL EXPENSES 170.00	170.00	0.00	8,200.00	8,030.00	2.07	97.93
413-260	MINOR EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	100.00
413-314	ZONING HEARING SOLICITO 0.00	0.00	0.00	15,000.00	15,000.00	0.00	100.00
413-316	ZONING HEARING STENO. 0.00	0.00	0.00	15,000.00	15,000.00	0.00	100.00
413-317	PEST CONTROL 1,421.00	1,421.00	0.00	1,800.00	379.00	78.94	21.06
413-340	ADVERTISING & PRINTING 0.00	0.00	0.00	9,000.00	9,000.00	0.00	100.00
413-450	CONTRACT SERVICES 0.00	0.00	0.00	82,000.00	82,000.00	0.00	100.00
413-520	CONTRIBUTION TO INSTITU 0.00	0.00	0.00	0.00	0.00	0.00	100.00
413-740	MAJOR EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	100.00
413-800	GRANT PROCEEDS 0.00	0.00	0.00	0.00	0.00	0.00	100.00
CODE ENFORCEMENT	44,960.43	44,960.43	0.00	479,633.00	434,672.57	9.37	90.63

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 10

MONTH ENDING	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	PCT %	AVAIL PCT %
01/31/25						
0.00	0.00	0.00	0.00	0.00	0.00	100.00
0.00	0.00	0.00	0.00	0.00	0.00	100.00
0.00	0.00	0.00	0.00	0.00	0.00	100.00
0.00	0.00	0.00	0.00	0.00	0.00	100.00
0.00	0.00	0.00	11,200.00	11,200.00	0.00	100.00
570.00	570.00	0.00	0.00	(570.00)	0.00	100.00
0.00	0.00	0.00	0.00	0.00	0.00	100.00
0.00	0.00	0.00	12,000.00	12,000.00	0.00	100.00
570.00	570.00	0.00	23,200.00	22,630.00	2.46	97.54

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 11

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %
SOLID WASTE COLLECTION & DISPOSAL							
427-130	SALARIES & WAGES	106,259.45	106,259.45	0.00	1,464,391.00	1,358,131.55	7.26 92.74
427-131	OVERTIME	4,060.21	4,060.21	0.00	22,212.00	18,151.79	18.28 81.72
427-191	UNIFORM MAINTENANCE	622.22	622.22	0.00	12,000.00	11,377.78	5.19 94.81
427-192	SAFETY EQUIPMENT	342.90	342.90	0.00	5,000.00	4,657.10	6.86 93.14
427-195	BOOT ALLOWANCE	0.00	0.00	0.00	3,600.00	3,600.00	0.00 100.00
427-240	GENERAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 100.00
427-331	BIO/GRDBL BAGS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
427-365	DISPOSAL FEES	19,942.80	19,942.80	0.00	480,870.00	460,927.20	4.15 95.85
427-384	RECYCLING FEES	0.00	0.00	0.00	140,000.00	140,000.00	0.00 100.00
427-740	MAJOR EQUIPMENT PURCHASES	0.00	0.00	816,948.00	0.00 (816,948.00)	0.00	100.00
427-800	GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
	SOLID WASTE COLLECTION	131,227.58	131,227.58	816,948.00	2,128,073.00	1,179,897.42	44.56 55.44
PUBLIC WORKS/HWY							
430-120	SALARY - SUPT.	17,702.70	17,702.70	0.00	141,412.00	123,709.30	12.52 87.48
430-130	WAGES	108,971.79	108,971.79	0.00	998,445.00	889,473.21	10.91 89.09
430-131	OVERTIME	16,183.58	16,183.58	0.00	190,000.00	173,816.42	8.52 91.48
430-191	UNIFORM MAINTENANCE	622.22	622.22	0.00	11,500.00	10,877.78	5.41 94.59
430-195	PW BOOT ALLOWANCE	0.00	0.00	0.00	2,600.00	2,600.00	0.00 100.00
430-200	MATERIALS & SUPPLIES (	98.94)(	98.94)	0.00	30,000.00	30,098.94 (0.33)	100.33
430-210	OFFICE SUPPLIES	0.00	0.00	0.00	1,800.00	1,800.00	0.00 100.00
430-240	GENERAL EXPENSE	1,681.00	1,681.00	0.00	15,000.00	13,319.00	11.21 88.79
430-245	CEMENT/BLACKTOP	0.00	0.00	0.00	0.00	0.00	0.00 100.00
430-260	MINOR EQUIPMENT	0.00	0.00	0.00	9,000.00	9,000.00	0.00 100.00
430-313	ENGINEERING SERVICES (	4,289.92)(	4,289.92)	0.00	107,500.00	111,789.92 (3.99)	103.99
430-320	COMMUNICATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 100.00
430-330	VEHICLE OPERATING EXPEN	39,920.63	39,920.63	21,825.04	690,000.00	628,254.33	8.95 91.05
430-340	ADVERTISING & PRINTING	0.00	0.00	0.00	0.00	0.00	0.00 100.00
430-372	ROAD IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
430-373	TRAFFIC SIGNAL PROGRAM	11,460.88	11,460.88	0.00	144,254.00	132,793.12	7.94 92.06
430-374	EQUIP./MAINT. & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
430-384	RENTAL - EQUIPMENT	0.00	0.00	0.00	10,000.00	10,000.00	0.00 100.00
433-130	LIGHT & SIGN WAGES	0.00	0.00	0.00	0.00	0.00	0.00 100.00
436-300	DRAINAGE IMPROVEMENTS	0.00	0.00	0.00	15,000.00	15,000.00	0.00 100.00
438-300	CONTRACTED SERVICES	15,079.40	15,079.40	0.00	30,000.00	14,920.60	50.26 49.74
439-740	MAJOR EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00 100.00
439-800	GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00 100.00
	PUBLIC WORKS/HWY	207,233.34	207,233.34	21,825.04	2,396,511.00	2,167,452.62	9.56 90.44

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 12

MONTH ENDING	YEAR-TO-DATE	ENCUMBERED	BUDGETED	UNDER(OVER)	AVAIL	
01/31/25	TRANSACTIONS	AS OF 01/31/25	AMOUNT	BUDGET	PCT %	PCT %

PARTICIPANT RECREATION

452-120	SALARY - DIRECTOR	14,669.36	14,669.36	0.00	127,348.00	112,678.64	11.52	88.48
452-130	SALARIES	32,239.66	32,239.66	0.00	412,077.00	379,837.34	7.82	92.18
452-200	MAT'LS. & SUPPLIES-OFFI	0.00	0.00	0.00	10,000.00	10,000.00	0.00	100.00
452-240	GENERAL EXPENSE	70.00	70.00	9,000.00	22,000.00	12,930.00	41.23	58.77
452-247	MAT'LS. & SUPPLIES - RE	0.00	0.00	0.00	35,000.00	35,000.00	0.00	100.00
452-340	ADVERTISING & PRINTING	169.55	169.55	0.00	6,000.00	5,830.45	2.83	97.17
452-450	CONTRACTUAL SERVICES	225.00	225.00	14,000.00	115,000.00	100,775.00	12.37	87.63
452-740	MAJOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
452-800	GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
452-900	DISCOUNT TICKET SALES	3,000.00	3,000.00	0.00	30,000.00	27,000.00	10.00	90.00
452-905	SUMMER CAMP TRIPS	0.00	0.00	0.00	130,000.00	130,000.00	0.00	100.00
452-995	PARTICIPANT RECREATION	50,373.57	50,373.57	23,000.00	887,425.00	814,051.43	8.27	91.73

PARKS & PLAYGROUND

454-130	SALARIES	46,283.80	46,283.80	0.00	693,808.00	647,524.20	6.67	93.33
454-200	MATERIALS & SUPPLIES	552.47	552.47	0.00	45,000.00	44,447.53	1.23	98.77
454-240	GENERAL EXPENSE	0.00	0.00	0.00	2,000.00	2,000.00	0.00	100.00
454-260	MINOR EQUIPMENT PURCHASES	0.00	0.00	6,947.00	4,800.00	(2,147.00)	144.73	(44.73)
454-360	UTILITIES	0.00	0.00	0.00	60,000.00	60,000.00	0.00	100.00
454-374	EQUIP./MAINT. & REPAIRS	0.00	0.00	0.00	40,000.00	40,000.00	0.00	100.00
454-450	CONTRACTED SERVICES	1,091.00	1,091.00	29,913.00	140,000.00	108,996.00	22.15	77.85
454-740	MAJOR EQUIPMENT	0.00	0.00	52,299.30	0.00	(52,299.30)	0.00	100.00
454-800	SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
454-995	PARKS & PLAYGROUND	47,927.27	47,927.27	89,159.30	985,608.00	848,521.43	13.91	86.09
	PARKS & RECREATIONS	98,300.84	98,300.84	112,159.30	1,873,033.00	1,662,572.86	11.24	88.76

LIBRARY

456-360	UTILITIES	0.00	0.00	0.00	39,500.00	39,500.00	0.00	100.00
456-520	CONTRIBUTION TO LIBRARY	231,107.75	231,107.75	0.00	924,431.00	693,323.25	25.00	75.00
	LIBRARY	231,107.75	231,107.75	0.00	963,931.00	732,823.25	23.98	76.02

COMMUNITY REVITALIZATION

UPPER MORELAND TOWNSHIP
DETAIL REVENUE & EXPENSE REPORT
FUND - 01 General Fund
CURRENT YEAR BUDGET

PAGE 13

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	PCT %	AVAIL PCT %	
INTERGOVERNMENTAL EXPENDITURES								
481-700	CAPITAL RESERVE	0.00	0.00	0.00	0.00	0.00	100.00	
481-710	OPEN SPACE FUND	0.00	0.00	0.00	0.00	0.00	100.00	
481-720	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	100.00	
	INTERGOVERNMENTAL EXPEN	0.00	0.00	0.00	0.00	0.00	100.00	
MISC. GOVT. EXPENSES/EMPL								
483-160	PENSION FUNDS	20.00	20.00	0.00	3,313,427.00	3,313,407.00	0.00	100.00
483-161	SOCIAL SECURITY TAXES	103,792.57	103,792.57	0.00	1,034,127.00	930,334.43	10.04	89.96
486-156	HEALTH & LIFE INSURANCE	224,189.91	224,189.91	0.00	3,100,000.00	2,875,810.09	7.23	92.77
486-162	UNEMPLOYMENT COMPENSATI	0.00	0.00	0.00	115,000.00	115,000.00	0.00	100.00
483-995	MISC GOVT EXPENSES/EMPL	328,002.48	328,002.48	0.00	7,562,554.00	7,234,551.52	4.34	95.66
INSURANCE								
486-352	PROP./LIAB. INSURANCE	0.00	0.00	0.00	428,296.00	428,296.00	0.00	100.00
486-354	WORKERS COMPENSATION	0.00	0.00	0.00	492,629.00	492,629.00	0.00	100.00
486-995	INSURANCE	0.00	0.00	0.00	920,925.00	920,925.00	0.00	100.00
	MISC GOVT EXPEND	328,002.48	328,002.48	0.00	8,483,479.00	8,155,476.52	3.87	96.13
INTERFUND OPERATING TRANSFERS								
492-860	TRANSFER TO STORMWATER	0.00	0.00	0.00	0.00	0.00	0.00	100.00
492-861	TRANSFER TO DEA PROCEED	0.00	0.00	0.00	0.00	0.00	0.00	100.00
492-862	TRANSFER TO FEES IN LIE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
492-863	TRANSFER TO LIQUID FUEL	0.00	0.00	0.00	0.00	0.00	0.00	100.00
492-864	TRANSFER TO CAPITAL RES	0.00	0.00	0.00	100,000.00	100,000.00	0.00	100.00
492-865	TRANSFER TO TRAFFIC IMP	0.00	0.00	0.00	0.00	0.00	0.00	100.00
492-866	TRANSFER TO DEBT FUND	0.00	0.00	0.00	0.00	0.00	0.00	100.00
492-997	TOTAL OPERATING TRANSFE	0.00	0.00	0.00	100,000.00	100,000.00	0.00	100.00
	TOTAL EXPENDITURES	2,094,037.44	2,094,037.44	964,329.62	27,526,879.00	24,468,511.94	11.11	88.89

UPPER MORELAND TOWNSHIP

STATEMENT OF FINANCIAL POSITION

LIQUID FUEL FUND

Fiscal Year 25 Period 01

ASSETS

CASH ON HAND 416,769.53

TOTAL ASSETS ----- 416,769.53
=====

LIABILITIES & FUND BALANCE

FUND BALANCE (SURPLUS) 456,682.80
REVENUE CONTROL ACCOUNT 3,426.79
EXPENSE CONTROL ACCOUNT (43,340.06)TOTAL LIABS. & FUND BAL. ----- 416,769.53
=====

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 35 LIQUID FUEL FUND
 CURRENT YEAR BUDGET

PAGE 1

MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	PCT %	AVAIL PCT %
--------------------------	------------------------------	------------------------------	--------------------	-----------------------	-------	----------------

REVENUE

341-000	INTEREST EARNED	1,643.18	1,643.18	0.00	30,000.00	28,356.82	5.48	94.52
363-000	LIQUID FUELS ALLOC	0.00	0.00	0.00	664,692.00	664,692.00	0.00	100.00
363-100	SNOW REMOVAL GRANTS	1,783.61	1,783.61	0.00	0.00	(1,783.61)	0.00	100.00
380-000	FUND BALANCE TRANSFER	0.00	0.00	0.00	235,958.00	235,958.00	0.00	100.00
392-100	TRANSFER FROM GENERAL F	0.00	0.00	0.00	0.00	0.00	0.00	100.00
	TOTAL REVENUE	3,426.79	3,426.79	0.00	930,650.00	927,223.21	0.37	99.63

EXPENDITURES

432-245	SNOW AND ICE MATERIALS	28,314.61	28,314.61	68,860.00	172,150.00	74,975.39	56.45	43.55
433-245	STREET SIGN MATERIALS	1,953.35	1,953.35	0.00	12,000.00	10,046.65	16.28	83.72
434-240	LIGHT FIXTURES	210.00	210.00	0.00	1,500.00	1,290.00	14.00	86.00
434-246	MATERIALS/SUPPLIES	0.00	0.00	0.00	5,000.00	5,000.00	0.00	100.00
434-361	ELECTRICITY	12,862.10	12,862.10	0.00	150,000.00	137,137.90	8.57	91.43
438-600	BRIDGE REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
438-740	MAJOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
439-200	PAVING MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00	100.00
439-210	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	590,000.00	590,000.00	0.00	100.00
	TOTAL EXPENDITURES	43,340.06	43,340.06	68,860.00	930,650.00	818,449.94	12.06	87.94

UPPER MORELAND TOWNSHIP

STATEMENT OF FINANCIAL POSITION

DEBT FUND

Fiscal Year 25 Period 01

ASSETS

CASH ON HAND	925,832.46
RE TAX LIENS RECEIVABLE	6,564.47
TOTAL ASSETS	----- 932,396.93
	=====

LIABS. & FUND BALANCE

DEFERRED REVENUE CURB & SDWALK	8,204.92
DEFERRED REVENUE RE TAX LIENS	6,564.47
FUND BALANCE SURPLUS	918,291.57
REVENUE CONTROL ACCOUNT	1,019.04
EXPENSE CONTROL ACCOUNT	(1,683.07)
TOTAL LIABS. & FUND BALANCE	----- 932,396.93
	=====

UPPER MORELAND TOWNSHIP
 DETAIL REVENUE & EXPENSE REPORT
 FUND - 23 DEBT FUND
 CURRENT YEAR BUDGET

PAGE 1

	MONTH ENDING 01/31/25	YEAR-TO-DATE TRANSACTIONS	ENCUMBERED AS OF 01/31/25	BUDGETED AMOUNT	UNDER(OVER) BUDGET	AVAIL PCT %	AVAIL PCT %	
REVENUE								
301-150	DEBT SERVICE	128.00	128.00	0.00	1,818,954.00	1,818,826.00	0.01	99.99
301-200	PRIOR YEAR R/E TAXES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
301-500	LIENS	62.47	62.47	0.00	8,000.00	7,937.53	0.78	99.22
301-600	R/E INTERIMS	3.25	3.25	0.00	3,000.00	2,996.75	0.11	99.89
301-820	DEBT CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	100.00
301-830	FEES FOR SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
341-000	INTEREST EARNED	825.32	825.32	0.00	6,000.00	5,174.68	13.76	86.24
391-300	CURB ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
391-350	LOAN PAYMENT FIRE CO	0.00	0.00	0.00	0.00	0.00	0.00	100.00
391-400	TRANSFER FROM GENERAL F	0.00	0.00	0.00	0.00	0.00	0.00	100.00
395-000	SURPLUS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
	TOTAL REVENUE	1,019.04	1,019.04	0.00	1,835,954.00	1,834,934.96	0.06	99.94
392-000	TRANSFER FROM DEA FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
EXPENDITURES								
471-300	PRIN./INT.-BONDS	0.00	0.00	0.00	1,812,511.00	1,812,511.00	0.00	100.00
471-400	PRINCIPAL- NEW RADIOS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
471-600	LEASE PAYMENTS	1,683.07	1,683.07	0.00	22,150.00	20,466.93	7.60	92.40
471-700	OTHER EXPENSE	0.00	0.00	0.00	1,293.00	1,293.00	0.00	100.00
492-861	TRANSFER TO FUND BALANC	0.00	0.00	0.00	0.00	0.00	0.00	100.00
	TOTAL EXPENDITURES	1,683.07	1,683.07	0.00	1,835,954.00	1,834,270.93	0.09	99.91

UPPER MORELAND TOWNSHIP

STATEMENT OF FINANCIAL POSITION

ESCROW

Fiscal Year 25 Period 01

ASSETS

CASH	879,592.95
TOTAL ASSETS	-----
	879,592.95

LIABILITIES

POLICE DOMESTIC VIOLENCE ROOM	3,810.00
PARKS	13,976.56
PARKS GOLDEN AGE CLUB	19,201.24
VETERANS MEMORIAL PARK	80,806.13
PROFESSIONAL SERVICE AGREEMENTS	179,290.58
CONTRACTED SERVICES	60.00
JERC PROTEST TAX ESCROW	(37,328.14)
REAL ESTATE TAXES	16,756.51
1845 BYBERRY RD SUBDIVISION	18.00
POLICE	20,397.00
FIRE MARSHAL	520.00
FIRE CO.DONATION	400.00
Environmental Advisory Council	100.00
FAULKNER ESCROW 2255 WYNADOTTE	66,982.91
JERC Partners XXXIX LLC ESCROW	37,328.14
LICO ENTERPRISES ESCROW	8,671.95
BLAIR MILL ESCROW	16,803.06
FEDERAL REALTY ESCROW	413,146.99
FIRE ESCROW-VLADMIR SLIPCHENKO	7,652.60
FIRE ESCROW - GENE BALL	30,999.42
TOTAL LIABILITIES	-----
	879,592.95

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215
Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE
President
CHERYL LOCKARD
Vice President
ANTHONY BENVENUTTI
DEMOND MULLEN
BENJAMIN W. OLSZEWSKI
NICHOLAS O. SCULL
CHARLES M. WHITING



OFFICIALS

PATRICK T. STASIO
Interim Township Manager
JOHN D. BATES
Assistant Township Manager/Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

Agenda Summary

Finance and Administration Committee Meeting – February 24, 2025

Agenda Item:	Tax Assessment Appeal – Stephen and Beth Stonehouse
Prepared by:	John Bates, Asst. Township Manager / Director of Finance
Attachments:	2255 Pioneer Road Settlement Memo 1-29-25
Background/Analysis:	The School District has negotiated a tax settlement with Stephen and Beth Stonehouse for a property located at 2255 Pioneer Road. The settlement would decrease the assessed value of the property as follows: 2024 Tax Year - \$372,750 2025 Tax Year - \$361,900
Fiscal Impact/Source:	\$156.68 overpayment owed to the Taxpayer for tax year 2024 Additionally, the Taxpayer's tax obligation will be decreased by \$233.50 for tax year 2025
Alternatives:	N/A
Recommended Action:	The Board of Commissioners approve the proposed settlement of Tax Assessment Appeal for 2255 Pioneer Road.

CONFIDENTIAL MEMORANDUM

TO: **Upper Moreland Township**

FROM: **Alex Baumler, Esq.**
James F. Gallagher, Jr., Esq.

DATE: **January 29, 2025**

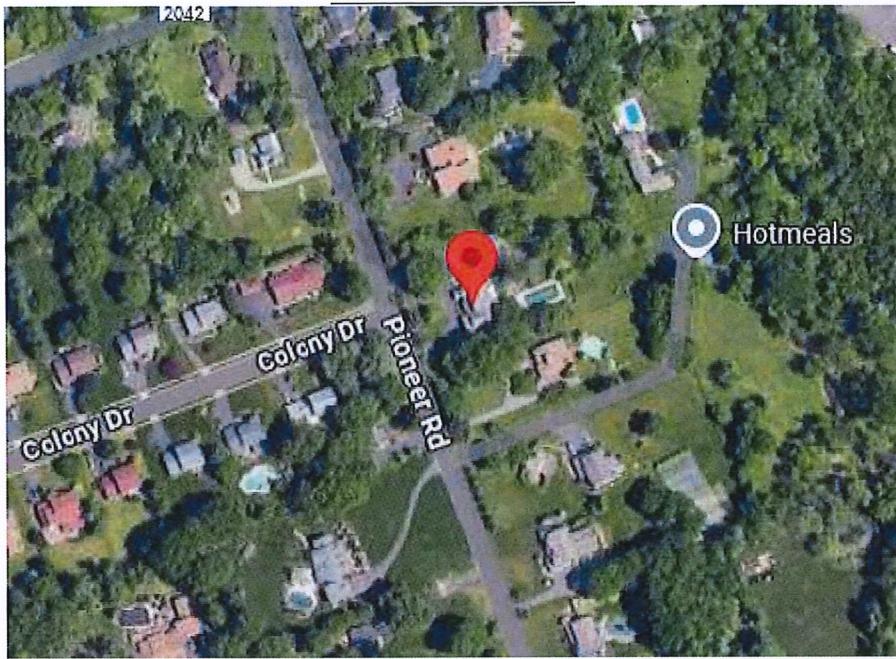
RE: **2255 Pioneer Road, Upper Moreland Township**
Stephen and Beth Stonehouse v. Montgomery County Board of
Assessment Appeals, et al., Montgomery County, CCP, Docket No. 2023-
25714

This summary memorandum regards an assessment appeal filed by Stephen and Beth Stonehouse. Our office has been contacted by the attorney representing the School District to propose a settlement of this pending appeal. This memorandum provides the Board of Commissioners with a summary of the pertinent information to evaluate and vote on a course of action.

I. PROPERTY DESCRIPTION

The property at issue is situated on 78,916 square feet, is identified as Parcel #59-00-14410-00-3 with address of 2255 Pioneer Road, Upper Moreland Township, and is owned by Stephen and Beth Stonehouse (“the Taxpayer”). This property is improved with a detached single-family home.

2255 Pioneer Road



The Taxpayer filed an appeal for the property tax for the 2024 tax year. The assessed value for 2255 Pioneer Road is \$394,880.00. Based upon the applicable Common Level Ratio, the implied market value is \$1,112,338.03 for tax year 2024 (CLR of 35.5%); and, \$1,200,243.16 for tax year 2025 (CLR of 32.9%). In 2023, after the Taxpayer presented its evidence, the Board of Assessment Appeals issued a Notice of No Change in Assessment. The Taxpayer thereafter filed an appeal to the Court of Common Pleas.

II. PROPOSED SETTLEMENT

The proposed settlement negotiated between the Taxpayer and the School District is a fair market value of \$1,050,000.00 for tax year 2024. Applying the applicable Common Level Ratio, the assessed value would become \$372,750.00, resulting in a decrease of the assessed value of \$22,130.00 for 2024.

The fair market value would become \$1,100,000.00 for tax year 2025. Applying the applicable Common Level Ratio, the assessed value would become \$361,900.00, resulting in a decrease of the assessed value of \$32,980.00 for 2025.

This settlement is premised upon the negotiations between the School District and the Taxpayer. The chart below displays the effect of the change to the Township's taxes for 2255 Pioneer Road, should the settlement offer be accepted.

UPPER MORELAND TOWNSHIP

Year	Old Assessment	New Assessment	Difference in Assessment	Millage Rate	Refund or Reduction
2024	\$394,880.00	\$372,750.00	\$22,130.00	.00708	\$156.68
2025	\$394,880.00	\$361,900.00	\$32,980.00	.00708	\$233.50

Based on the proposed settlement, Should the Township agree to the settlement, the Taxpayer will be due a refund of \$156.68 for tax year 2024. Additionally, the Taxpayer's tax obligation will be decreased by \$233.50 for tax year 2025.

Within sixty days of approval of the settlement by the Court the Township should issue a refund and, if necessary, issue a new tax bill with new discount, face and penalty periods. It is requested that both the millage rate and the amount owed be confirmed by the Tax Collector. Per the settlement, the assessment for the Property will be decreased to \$361,900.00 for the 2025 tax year and moving forward and will remain at this amount unless otherwise appealed or reassessed by the Board of Assessment.

III. ANALYSIS OF PROPOSED SETTLEMENT

Our office has reviewed the proposed settlement and discussed the terms with the parties. Based on our communications with the parties and overall evaluation of the case, we recommend joining in the settlement as it appears reasonable. We ask that the settlement be placed on the next available agenda for approval via a public vote. Our office is always available if there are any questions regarding the proposed settlement. Thank you for your time.

STEPHEN STONEHOUSE : IN THE COURT OF COMMON PLEAS
v. : MONTGOMERY COUNTY, PENNSYLVANIA
: : No. 2023-25714
MONTGOMERY COUNTY BOARD OF : CIVIL ACTION – LAW
ASSESSMENT APPEALS, ET AL. : Parcel No. 59-00-14410-00-3

ORDER

AND NOW, this _____ day of _____, 2025, 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 increase in assessment as agreed to in the attached Stipulation
to Settle, that the Property Owner shall make the appropriate payments for any underpayment as a
result of the increase in assessment, and that the Prothonotary shall mark the above-captioned action
“Settled, Discontinued and Ended.”

BY THE COURT

By: _____

J.

WISLER PEARLSTINE, LLP
JUSTIN D. BARBETTA, ESQUIRE
Attorney I.D. No. 318221
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, Pennsylvania 19422
(610) 825-8400

Attorneys for Intervenor,
Upper Moreland School District

STEPHEN and BETH STONEHOUSE

v.

**MONTGOMERY COUNTY BOARD OF
ASSESSMENT APPEALS, ET AL.**

: **IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY, PENNSYLVANIA**
:
: **No. 2023-25714**
:
: **CIVIL ACTION – LAW
Parcel No. 59-00-14410-00-3**

STIPULATION TO SETTLE

It is hereby stipulated by and between Petitioners, Stephen and Beth Stonehouse (“Appellants” or the “Stonehouses”); Intervenor, Upper Moreland School District (“the District” or “Intervenor”), Respondent, Montgomery County Board of Assessment Appeals (“the “Board”); Intervenor, Montgomery County (“the County”); and Intervenor, Upper Moreland Township (“the Township” and collectively with the District, County, and the Board “the Taxing Authorities”), that the above-captioned assessment appeal, related to 2255 Pioneer Road, Hatboro, Pennsylvania 19040, is settled based upon the following agreements:

1. Effective January 1, 2024, for the Township and County and July 1, 2024, for the School District, the assessment for the Property shall be **Decreased** from 394,880 to 372,750.
2. Effective January 1, 2025, for the Township and County and July 1, 2025, for the School District, the assessment for the Property shall be **Decreased** from 394,880 to 361,900.
3. Based upon the assessment established by this Stipulation to Settle, the Taxing Authorities have received overpayments for the 2024 tax years as follows:

<u>School District</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024-2025	394,880	372,750	\$836.00

<u>County</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024	394,880	372,750	\$106.00

<u>Community College</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024	394,880	372,750	\$8.63

<u>Township</u>			
<u>Year</u>	<u>Assessment</u>	<u>New Assessment</u>	<u>Overpayment</u>
2024	394,880	372,750	\$156.68

4. The payments referenced in paragraph no. 3 shall be subject to final review by the taxing authorities' representatives and due no later than sixty (60) calendar days following Court-approval of this Stipulation to Settle.
5. Any overpayments made by the Appellants to the County, Community College, or Township for Tax Year 2025 shall be subject to the 2025 Assessment value of 361,900 reflected in paragraph no. 2 above, and thereby potential refunds that will be subject to final review by the taxing authorities' representatives and due no later than sixty (60) calendar days following Court-approval of this Stipulation to Settle.
6. The assessment shall remain at 361,900 unless changed by reason of an assessment appeal, countywide reassessment, change in Property, or otherwise as permitted by law.
7. The parties acknowledge that this Stipulation to Settle is a compromise of an existing matter. If there is any subsequent appeal filed by any party or successor in interest then the value agreed to herein is inadmissible in any other proceeding.

8. The parties acknowledge that each participant in this appeal shall bear their own costs and attorneys' fees.
9. The parties acknowledge and request that this appeal be marked settled, discontinued, and ended upon Court approval of this Stipulation.
10. This Stipulation may be executed in one or more counterparts, all of which together shall be one instrument and all of which shall be considered duplicate originals. A signed faxed or PDF copy of this Stipulation shall have the same force and effect as the original signed Stipulation.

Catherine Nadirov, Esquire
Law Office of Catherine J. Nadirov, PC
Attorney for Stephen and Beth Stonehouse



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

Justin D. Barbetta, Esquire
Wisler Pearlstine, LLP
Attorney for Upper Moreland School District

Brian O. Phillips, Esquire
Attorney for Montgomery County

James Gallagher, Esquire
Kilkenny Law, LLC
Attorney for Upper Moreland Township

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215
Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE
President
CHERYL LOCKARD
Vice President
ANTHONY BENVENUTTI
DEMOND MULLEN
BENJAMIN W. OLSZEWSKI
NICHOLAS O. SCULL
CHARLES M. WHITING



OFFICIALS

PATRICK T. STASIO
Township Manager
JOHN D. BATES
Assistant Township Manager/Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

Agenda Summary

Finance and Administration Committee Meeting – February 24, 2025

Agenda Item:	Architect Firm Selection for Township Building Renovations
Prepared by:	Patrick Stasio, Township Manager
Attachments:	Proposed Contract
Background/Analysis:	The Township prepared Requests for Proposals from firms interested in the Township Building Renovation Project. 12 firms responded with proposals for review. Internal staff reviewed each proposal and, after discussing each firms' qualifications, recommended four firms for continued consideration. After continued discussions and interview, the recommended firm is GKO Architects, based in Ambler PA.
Fiscal Impact/Sources:	Outlined in the contract, fee is percentage based pending total project cost.
Alternatives:	N/A
Recommend Action:	Recommend the committee move forward for full Board of Commissioner consideration at the March 3, 2025 meeting.

Equal Opportunity Employer

VISIT US ON THE WEB @ www.uppermoreland.org



AIA® Document B101° – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 14 day of February in the year Twenty Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Upper Moreland Township

117 Park Avenue
Willow Grove, PA 19090

and the Architect:
(Name, legal status, address and other information)

Godshall Kane O'Rourke Architects, LLC
300 Brookside Ave., Bldg 18, Ste 150
Ambler, PA 19002
215-646-2003

for the following Project:
(Name, location and detailed description)

Renovation/Addition Township & Police Building
117 Park Avenue
Willow Grove, PA 19090

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovations & expansion of the facility will be determined based on Phase I-Facilities Study. Included will be Police expansion & renovations, ADA Improvements, Safety & Security, Upgrade MEP Systems, and will include Sustainable Design Objectives

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation and expansion of existing Police and Township

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD-Dependent upon Facilities Study outcome and township's selections

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:36:22 ET on 02/13/2025 under Order No.4104247137 which expires on 02/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

SD = 4 months, DD = 2.5 months, CDs = 3.5 months, Bidding March 2026, Prime Construction Contracts in place May 2026

.2 Construction commencement date:

Construction begins May 2026 through May 2027 based on current expectation, but could be subject to change

.3 Substantial Completion date or dates:

May 2027

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public Bid(competitive)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A - Energy efficient design; however, no specific LEED certification is anticipated

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Patrick Stasio
Township Manager
Upper Moreland Township
117 Park Avenue

Willow Grove, PA 19090

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

CHA Consulting, Inc.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:36:22 ET on 02/13/2025 under Order No.4104247137 which expires on 02/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1299805007)

TBD GKO fees do not include Geotech work. If needed they would be included by the Civil Engineering Consultant.

.2 Civil Engineer:

TBD GKO fees do not include Civil Engineering work. Township will receive (3) proposals, once scope of site work is known.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Kevin Godshall, AIA - Principal
GKO Architects
300 Brookside Ave
Ambler Yards, Building 18, Suite 150
Ambler, PA 19002
215-646-2003

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

GTA Engineering, Inc.
Gary Talbot, P.E.
5910 Easton Road
Pipersville, PA 18947
215-766-3982

.2 Mechanical Engineer:

Consolidated Engineers, Inc.
Chris VanCampen, P.E.
1022 James Drive
Leesport, PA 19533
610-916-1600

.3 Electrical Engineer:

Consolidated Engineers, Inc.
Adam Moser, P.E.
1022 James Drive
Leesport, PA 19533

4 Cost Estimating:

Boyle Construction
Tony Ganzuzza, P.E.
3850 Sierra Circle, Ste. 400
Center Valley, PA 18034
484-223-0726

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect – included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	Architect – included in Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect – included in Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect – included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect- Civil engineering Consultant Not included in Basic Services
§ 4.1.1.9 Landscape design	Architect- Civil engineering Consultant Not included in Basic Services
§ 4.1.1.10 Architectural interior design	Architect – included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect – included in Basic Services
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	Architect – included in Basic Services
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect's assistance in coordinating with Owner's consultant(s) is included in Basic Services
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

| N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

Init.

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1-2 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:36:22 ET on 02/13/2025 under Order No.4104247137 which expires on 02/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1299805007)

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Init.

TBD based on Sliding Scale
 First \$0 to \$500,000 of Construction Cost x 8.0%
 Next \$500,001 to \$1,000,000 of Construction Cost x 7.25%
 Next \$1,000,001 to \$2,000,000 of Construction Cost x 6.5%
 Next \$2,000,001 to \$5,000,000 of Construction Cost x 6.0%
 Next over \$5,000,001 of Construction Cost x 5.5%

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly basis – see attached standard rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly basis – see attached standard rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
 Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly basis – see attached standard rates

Employee or Category	Rate (\$0.00)
See Attached Rates / Categories	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A unless Owner requires additional coverage limits

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Init.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

After substantial completion of the project, Owner will sign the 179 D, Tax Credit form, and forward it to the Architect. Should the District engage a GESA or ESCO, the contract between this company and the Township shall state that all Energy Efficient Tax Deductions will be assigned to the Architect. A public entity cannot utilize the 179D tax credit but can assign to the design professional.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

,

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Architect's Certificate of Insurance and
GKO Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Clifton McFatridge President of the Board
(Printed name and title)

ARCHITECT (Signature)

Kevin Godshall, AIA, Principal, GKO Architects,
LLC PA Lic. # RA014783X
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:36:22 ET on 02/13/2025.

PAGE 1

AGREEMENT made as of the 14 day of February in the year Twenty Twenty Five

...

Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

...

Godshall Kane O'Rourke Architects, LLC
300 Brookside Ave., Bldg 18, Ste 150
Ambler, PA 19002
215-646-2003

...

Renovation/Addition Township & Police Building
117 Park Avenue
Willow Grove, PA 19090

PAGE 2

Renovations & expansion of the facility will be determined based on Phase I-Facilities Study. Included will be Police expansion & renovations, ADA Improvements, Safety & Security, Upgrade MEP Systems, and will include Sustainable Design Objectives

...

Renovation and expansion of existing Police and Township

...

TBD-Dependent upon Facilities Study outcome and township's selections

PAGE 3

SD = 4 months, DD = 2.5 months, CDs = 3.5 months, Bidding March 2026, Prime Construction Contracts in place May 2026

...

Construction begins May 2026 through May 2027 based on current expectation, but could be subject to change

...
May 2027

...
Public Bid(competitive)

...
N/A - Energy efficient design; however, no specific LEED certification is anticipated

...
Patrick Stasio
Township Manager
Upper Moreland Township
117 Park Avenue

Willow Grove, PA 19090

...
CHA Consulting, Inc.
PAGE 4

TBD GKO fees do not include Geotech work. If needed they would be included by the Civil
Engineering Consultant.

...
TBD GKO fees do not include Civil Engineering work. Township will receive (3) proposals, once
scope of site work is known.

...
Mr. Kevin Godshall, AIA - Principal
GKO Architects
300 Brookside Ave
Ambler Yards, Building 18, Suite 150
Ambler, PA 19002
215-646-2003

...
GTA Engineering, Inc.
Gary Talbot, P.E.
5910 Easton Road
Pipersville, PA 18947
215-766-3982

...
Consolidated Engineers, Inc.
Chris VanCampen, P.E.
1022 James Drive

Leesport, PA 19533
610-916-1600

.3 Electrical Engineer:

Consolidated Engineers, Inc.
Adam Moser, P.E.
1022 James Drive
Leesport, PA 19533

.4 Cost Estimating:

Boyle Construction
Tony Ganzuza, P.E.
3850 Sierra Circle, Ste. 400
Center Valley, PA 18034
484-223-0726

PAGE 5

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

PAGE 11

<u>§ 4.1.1.1 Programming</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.2 Multiple preliminary designs</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.3 Measured drawings</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.4 Existing facilities surveys</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.5 Site evaluation and planning</u>	<u>Architect – included in Basic Services</u>

PAGE 12

<u>§ 4.1.1.8 Civil engineering</u>	<u>Architect- Civil engineering Consultant</u> <u>Not included in Basic Services</u>
<u>§ 4.1.1.9 Landscape design</u>	<u>Architect- Civil engineering Consultant</u> <u>Not included in Basic Services</u>
<u>§ 4.1.1.10 Architectural interior design</u>	<u>Architect – included in Basic Services</u>
<u>§ 4.1.1.11 Value analysis</u>	<u>N/A</u>
<u>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</u>	<u>Architect – included in Basic Services</u>

...

§ 4.1.1.14 Conformed documents for construction	Architect – included in Basic Services
---	--

...

§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect's assistance in coordinating with Owner's consultant(s) is included in Basic Services</u>

...

§ 4.1.1.25 Fast-track design services	<u>N/A</u>
---------------------------------------	------------

...

§ 4.1.1.27 Historic preservation	<u>N/A</u>
----------------------------------	------------

...

§ 4.1.1.29 Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30 Other Supplemental Services	<u>N/A</u>

...

N/A
PAGE 13

N/A
PAGE 14

.2 Bi-weekly () visits to the site by the Architect during construction

...

.4 1-2 () inspections for any portion of the Work to determine final completion.

PAGE 18

[X] Litigation in a court of competent jurisdiction
PAGE 19

N/A

...

N/A
PAGE 21

TBD based on Sliding Scale

First \$0 to \$500,000 of Construction Cost x 8.0%

Next \$500,001 to \$1,000,000 of Construction Cost x 7.25%

Next \$1,000,001 to \$2,000,000 of Construction Cost x 6.5%

Next \$2,000,001 to \$5,000,000 of Construction Cost x 6.0%

Next over \$5,000,001 of Construction Cost x 5.5%

...

Hourly basis – see attached standard rates

...

Hourly basis – see attached standard rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents	<u>Forty</u>	percent (	<u>40</u>	%)
Phase				
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

Hourly basis – see attached standard rates

...

See Attached Rates / Categories

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

N/A unless Owner requires additional coverage limits

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Five % 5
PAGE 23

After substantial completion of the project, Owner will sign the 179 D, Tax Credit form, and forward it to the Architect. Should the District engage a GESA or ESCO, the contract between this company and the Township shall state that all Energy Efficient Tax Deductions will be assigned to the Architect. A public entity cannot utilize the 179D tax credit but can assign to the design professional.

...

N/A

...

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[X] Other Exhibits incorporated into this Agreement:

...

Architect's Certificate of Insurance and
GKO Hourly Rates

...

Clifton McFatridge President of the Board

Kevin Godshall, AIA, Principal, GKO Architects,
LLC PA Lic. # RA014783X

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, P. Michael O'Rourke AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:36:22 ET on 02/13/2025 under Order No. 4104247137 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



300 BROOKSIDE AVENUE
AMBLER YARDS • BLDG. 18 • SUITE 150
AMBLER, PA 19002
T: 215.646.2003
F: 215.646.5707
www.gkoarchitects.com

**Godshall Kane O'Rourke Architects LLC
2024 Hourly Rate Schedule**

Principal	\$195 (One Hundred Ninety-five dollars) / hour
Project Manager/ Reg. Architect	\$150 (One Hundred Fifty dollars) / hour
Construction Administrator	\$125 (One Hundred Twenty-five dollars) / hour
Architectural Designer	\$120 (One Hundred Twenty dollars) / hour
Interior Designer	\$115 (One Hundred Fifteen dollars) / hour
Intern Architect	\$100 (One Hundred dollars) / hour
CAD Technician	\$90 (Ninety dollars) / hour
Clerical/Bookkeeping	\$70 (Seventy dollars) / hour

Godshall Kane O'Rourke Architects LLC
2024 Reimbursable Reproduction Schedule
Prices do not include sales tax, where applicable.

Large Format Color Prints

24 x 36 - \$25.00
30 x 42 - \$30.00
36 x 48 - \$35.00

Large Format Black and White Prints

18 x 24 - \$1.50
24 x 36 - \$5.00
30 x 42 - \$6.00
36 x 48 - \$7.00

Small Format Copying

Black and White
Letter 8x11 - \$0.10
11 x 17 - \$0.25
Color
Letter 8x11 - \$1.00
11 x 17 - \$3.00

Binding

Per Book \$4.00

Foam Core Board Mounting (not including cost of print)

24 x 36 - \$20.00
30 x 42 - \$25.00
36x 48 - \$30.00

Computer File on USB Flash Drive

\$25.00 per USB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DKB Group, LLC 7 Oak Pl Ste 8 Montclair NJ 07042	CONTACT NAME: PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Godshall Kane O'Rourke Architects, LLC 300 Brookside Avenue Ambler Yards, Building 18, Suite 150 Ambler PA 19002	INSURER A : RLI Insurance Company	13056
	INSURER B : Arch Insurance Company	11150
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGE

CERTIFICATE NUMBER: 1918673423

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L/SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PSB0006449	8/2/2024	8/2/2025	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	PSB0006449	8/2/2024	8/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/>	OCCUR CLAIMS-MADE	PSE0002801	8/2/2024	8/2/2025	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	N/A	PSW0003646	8/2/2024	8/2/2025	X PER STATUTE E.L. EACH ACCIDENT	OTHE- R \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
B	Professional Liability			PAAEP0009309	12/14/2024	12/14/2025	Per Claim Aggregate	3,000,000 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Upper Moreland Township 117 Park Avenue Willow Grove PA 19090	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Hayri Daryanoff</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.