

UPPER MORELAND TOWNSHIP
Community Development Committee Meeting
September 22, 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***

Community Development Committee Members: Commissioner and Committee Chair Demond Mullen, Commissioner and Board President, Kip McFatridge and Commissioner Nicholas Scull; Township Staff Committee Members: Paul E. Purtell, Director of Code Enforcement and David Elsier, Director of Public Works.

I. Call to Order

II. Roll Call

III. Presentations/Announcements

IV. Public Comments – Non-Agenda Items Only

V. Approval of Minutes – July 21, 2025 (attachment)

VI. Land Development/Subdivision

VII. New Business

- A. Pennsylvania Department of Transportation’s 5-year Winter Service Agreement (attachments)
- B. Bid Award for Traffic Signal Equipment Improvements (attachments)
- C. Authorization to advertise a Public Hearing – Conditional Use application for Kachel Associates, LP for 601 Davisville Road (attachments)
- D. Request from Walmart for Holiday/Seasonal Trailers (attachments)

VIII. Old Business

- A. Downtown Parking Lot – Verbal Update (attachments)

IX. Redevelopment

X. Acceptance and Approval of the following monthly reports (attachments)

- A. Code Enforcement Department Reports
- B. Public Works Department Report and Recycling Report
- C. Engineer’s Report and Landscape Architect’s Report
- D. Traffic Engineer’s Report
- E. Environmental Advisory Council
- F. Historical Commission

XI. Other

XII. Commissioner Comments

XIII. Adjournment

**UPPER MORELAND TOWNSHIP
Community Development Committee
July 21, 2025 - Meeting Minutes**

Community Development Committee Members - Commissioner and Committee Chair Demond Mullen, Commissioner and Board President Kip McFatridge, and Commissioner Nicholas Scull. Township Staff Committee Members: Paul E. Purtell, Director of Code Enforcement and David Elsier, Director of Public Works.

- I. **Call to Order** - The meeting was called to order by Commissioner and Committee Chair Mullen.
- II. **Roll Call:** Commissioner and Committee Chair Mullen, Commissioners McFatridge and Scull, Mr. Elsier, and Mr. Purtell. Also present: James Hersh, Gilmore & Associates, Patrick T. Stasio, Township Manager, and Alex Baumler, Township Solicitor.
- III. **Announcements/Presentations** – Nothing to report.
- IV. **Public Comments – Non-Agenda Items Only** – Nothing to report.
- V. **Approval of Minutes** – June 9, 2025:
 - Amended section IV. Public Comments – Non-Agenda Items Only to read, “Dr. Susan Worth-LaManna, resident of Ward 6,...”.
 - The Committee unanimously approved the minutes as amended.
- VI. **Land Development/Subdivision:**
 - A. Land Development Application – 2405-2425 Maryland Road
 - Andrew Freimuth, Esquire at Wisler Pearlstine, reviewed the following:
 - Conditional Use approved in November 2024, aerial plan of existing Willow Pointe Apartments and existing industrial building at 2425 Maryland Road, aerial plan with the proposed new development rendered into it, new amenity spaces that will be available to all residents of the apartments, enhancements to existing amenity spaces, frontage improvements, connectivity to the Power Line Trail, ADA ramps, crosswalks and signage.
 - Brian Conlon, PE at Langan Engineering discussed:
 - Changes requested from the original plan that include access points, connectivity, signage, extension of sidewalks to the Power Line Trail, additional parking, new landscaping palette, stormwater drainage, alignment of driveway, compliance to review letters received from Gilmore & Associates, Bowman and Montgomery County Planning Commission.
 - Waivers concerning a 20-foot separation between the outside wall of the building and the curb in the parking area; a 6-inch reveal curb; 15-20 foot islands with a shade tree; parking spaces in a row without the 15-foot wide island; a 15-inch storm pipe; and, replacement trees.
 - Sandra Richmond, resident, commented about updating the impervious surface calculation for the additional sidewalks, hardships for waivers and profit that disregards the ordinance.
 - Dr. Lynnette Saunders, Environmental Advisory Chair, requested that the new landscaping includes native plants.
 - The Committee recommends the Board of Commissioners approve a resolution with waivers at the August 4, 2025 Regular Meeting, contingent upon Applicant’s acceptance of conditions set by Code Enforcement, Gilmore & Associates and Bowman.

**UPPER MORELAND TOWNSHIP
Community Development Committee
July 21, 2025 - Meeting Minutes**

VII. New Business:

- A. Upper Moreland-Hatboro Joint Sewer Authority Building Permit Fee Waiver Request for their Pump Station:
 - Eric Lindhult, PE and General Manager at Upper Moreland-Hatboro Joint Sewer Authority, explained that the project is a small expansion of an existing Primer F1 pump station and is a request for waiver of the building permit fee. Improvements will benefit the restrooms at the parks.
 - The Committee recommends the Board of Commissioners approve at the August 4, 2025 Regular Meeting.
- B. Consider the cancellation of the August 18, 2025 Community Development Committee Meeting:
 - The Committee canceled the August 18, 2025 Community Development Committee Meeting.

VIII. Old Business – Nothing to report.

IX. Redevelopment – Nothing to report.

X. Acceptance and Approval of the following monthly reports:

- A. Code Enforcement Department Report – Nothing further to add to the report.
- B. Public Works Department Report and Recycling Report:
 - The Committee directed Mr. Elsier to provide Mr. Stasio with a list of potholes. Mr. Stasio will draft a letter to Montgomery County and Governor Josh Shapiro seeking their support to expedite PennDOT repairs on the Township's State-owned roads.
- C. Township Engineer and Landscape Architect Reports – Nothing further to add to the report.
- D. Traffic Engineer's Report – Included in meeting materials and nothing further to discuss.
- E. Environmental Advisory Council (EAC) – Dr. Lynnette Saunders, Chair, discussed the following:
 - Pollinator gardens at Masons Mill Park are doing well.
 - Birds have hit the glass doors at the Library and Feather Friendly material has since been applied to the doors to prevent further happenings.
 - Thanked the Public Works Department for storm drain medallions and glue. The medallions will be installed on September 6th.
 - Requesting to draft an ordinance for naturalized landscape or meadows to help create habitat and stormwater management.
 - The Committee will review the Natural Lands Trust sample copy to be discussed at a future meeting.
- F. Upper Moreland Historical Commission – Dr. Sue Worth-LaManna, Chair, discussed the following:
 - Requesting a revised process to support preservation of buildings in the Township as a whole.
 - Mr. Stasio explained that neighboring communities are being contacted to learn about aspects of their ordinances and policies, which could be incorporated into current Township guidelines.

XI. Visitor Comments – Nothing to report.

**UPPER MORELAND TOWNSHIP
Community Development Committee
July 21, 2025 - Meeting Minutes**

XII. **Other Items** – Nothing to report.

XIII. **Commissioner Comments:**

The Committee thanked the Township's employees, Police Department, trash collectors, and the departments' maintenance crews for their work during recent extreme heat and storm weather cleanup.

XVI. **Adjournment** - There being no further business to discuss, the meeting was adjourned at 8:05 p.m.

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

JARED JACOBS
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

Community Development Committee Meeting – September 22, 2025

Agenda Item:	Winter Maintenance Agreement between Upper Moreland Township and PennDOT
Prepared by:	David Elsier, Director of Public Works
Attachments:	Resolution & Contract
Background/Analysis:	5 year agreement for Upper Moreland Township to complete Winter Maintenance on all State Roads within the Township. With 5 -1year renewal options
Fiscal Impact/Source:	Income yr 1- \$108,838, 2-\$111,015, 3-\$113,236, 4-\$115,501, 5-\$117,811
Alternatives:	No Alternative
Recommended Action:	The Committee recommends the Board of Commissioners approve the Winter Maintenance Agreement and Resolution at the Regular Meeting on October 6, 2025.

Equal Opportunity Employer

VISIT US ON THE WEB @ www.uppermoreland.org

DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900040641
FEDERAL I.D. NO.: 23-6004595
SAP VENDOR NO.: 139210

Winter Maintenance Services Agreement

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

and

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

BACKGROUND

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

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

1. **Description of Work.**
 - a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
 - b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

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

c. **Key Definitions**

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

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

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

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

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

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

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

- a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."
- b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:
 1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to PennDOT:

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

If to the Service Provider:

Name or Title: Township Manager
Address: 117 Park Avenue
Willow Grove, PA 19090
Fax Number:
Email Address: pstasio@uppermoreland.org

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

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

[Remainder of this page is intentionally left blank.]

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

ATTEST:

BY _____
Signature

DATE

Service Provider *

BY _____
Signature

DATE

Title

Title

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

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

BY _____
Title: _____

DATE

BY _____
for Chief Counsel

DATE

FUNDS COMMITMENT DOCUMENT
NO. 3900040641

BY _____
for Comptroller Operations

DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2025-26

CONTRACT EXHIBIT A

AGREEMENT NO. 3900040641
YEAR 1
OF 10

COUNTY: Montgomery

MUNICIP: Upper Moreland Township
SAP # 139210

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
0063	Blair Mill Road to Old York Road (Route 611)	0493	0000	0533	1544	4.3	B	\$1,623.02	\$6,978.99
0263	Easton Road to Newington Drive	0010	0000	0030	2504	5.8	B	\$1,623.02	\$9,413.52
0263	Easton Road to Newington Drive	0011	0000	0031	2402	4.8	B	\$1,623.02	\$7,790.50
0611	Moreland Road (Route 63) to Blair Mill Road	0150	0000	0190	1236	6.6	B	\$1,623.02	\$10,711.93
0611	Moreland Road (Route 63) to Blair Mill Road	0151	0000	0191	1214	7.5	B	\$1,623.02	\$12,172.65
2009	Pioneer Road to Warminster Road	0080	1165	0110	1786	3.9	C	\$1,508.58	\$5,883.46
2026	Welsh Road (Route 63) to County Line Road	0010	0000	0060	2078	10.2	C	\$1,508.58	\$15,387.52
2026	Welsh Road (Route 63) to Shopping Center Light	0011	0000	0011	1362	0.5	C	\$1,508.58	\$754.29
2033	Paper Mill Road to Davisville Road	0030	0252	0060	2882	3.5	D	\$1,378.53	\$4,824.86
2033	Davisville Road to Old York Road (Route 263)	0070	0000	0070	3210	2.4	C	\$1,508.58	\$3,620.59
2038	Moreland Road (Route 63) to Old York Road (Route 263)	0070	0000	0080	3421	5.1	C	\$1,508.58	\$7,693.76
2040	Easton Road (Route 611) to Hatboro Borough Border	0010	0000	0030	2002	4.5	D	\$1,378.53	\$6,203.39
2042	York Road (Route 611) to County Line Road	0010	0000	0070	1567	9.8	C	\$1,508.58	\$14,784.08
2044	Moreland Road (Route 63) to Tenwood Road	0010	0000	0020	2358	1.9	D	\$1,378.53	\$2,619.21

*For the Standard Agreement, rates may vary per county depending on the MFC - see Attachment A Rate Schedule

*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	29	TOTAL COST =	\$108,838.73
MILEAGE MFC C =	31.9		
MILEAGE MFC D =	9.9		
MILEAGE MFC E =	0		

TOTAL MILEAGE 70.80

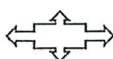
TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average.

Total Amount Encumberance	
1st Year:	\$108,838.73
2nd Year:	\$111,015.50
3rd Year:	\$113,235.81
4th Year:	\$115,500.53
5th Year:	\$117,810.54
6th Year:	\$120,166.75
7th Year:	\$122,570.09
8th Year:	\$125,021.49
9th Year:	\$127,521.92
10th Year:	\$130,072.36
TOTAL:	\$1,191,753.72

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT B

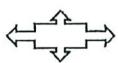


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT B



NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

Exhibit D



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit D



PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

Enhanced Minimum Wage Provisions (July 2022)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

SAP-7 (6-14)
PennDOT

CREATE SAP FUNDS COMMITMENT/RESERVATION

Document
Number

Org Code

0640

Contact Person

Stephen Lantz

Phone Number

610-205-6987

Email

stelantz@pa.gov

Document Type FMZ1 for Funds Commitment

Document Type FMX1 for Funds Reservation

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor
Name

Upper Moreland Township

Doc. Text

10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$1,191,753.72

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	108,838.73	2025/2026 WINTER MUN AGREEMENT	139210	1058200712	2025	6344450	7840640000		T-0SNOWS09MSA-0640-712
2	111,015.50	2026/2027 WINTER MUN AGREEMENT	139210	1058200712	2026	6344450	7840640000		T-0SNOWS09MSA-0640-712
3	113,235.81	2027/2028 WINTER MUN AGREEMENT	139210	1058200712	2027	6344450	7840640000		T-0SNOWS09MSA-0640-712
4	115,500.53	2028/2029 WINTER MUN AGREEMENT	139210	1058200712	2028	6344450	7840640000		T-0SNOWS09MSA-0640-712
5	117,810.54	2029/2030 WINTER MUN AGREEMENT	139210	1058200712	2029	6344450	7840640000		T-0SNOWS09MSA-0640-712
6	120,166.75	2030/2031 WINTER MUN AGREEMENT	139210	1058200712	2030	6344450	7840640000		T-0SNOWS09MSA-0640-712
7	122,570.09	2031/2032 WINTER MUN AGREEMENT	139210	1058200712	2031	6344450	7840640000		T-0SNOWS09MSA-0640-712
8	125,021.49	2032/2033 WINTER MUN AGREEMENT	139210	1058200712	2032	6344450	7840640000		T-0SNOWS09MSA-0640-712

Comptroller Use Only

Comments:

Approve Reject Signature: Date: / /

SAP-7 (6-14)**PennDOT****CREATE SAP FUNDS COMMITMENT/RESERVATION**Document
number

Org Code

0640

Contact Person

Stephen Lantz

Phone Number

610-205-6987

Email

stelantz@pa.gov

Document Type FMZ1 for Funds Commitment Document Type FMX1 for Funds Reservation (mark one of the above - **do not** forward to Comptroller if FMX1)Vendor
Name

Upper Moreland Township

Doc. Text

10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$1,191,753.72

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	127,521.92	2033/2034 WINTER MUN AGREEMENT	139210	1058200712	2033	6344450	7840640000		T-0SNOWS09MSA-0640-712
2	130,072.36	2034/2035 WINTER MUN AGREEMENT	139210	1058200712	2034	6344450	7840640000		T-0SNOWS09MSA-0640-712
3									
4									
5									
6									
7									
8									

Comptroller Use Only

Comments:

Approve Reject

Signature:

Date: / /

UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. R-2025-XX

A RESOLUTION OF THE UPPER MORELAND TOWNSHIP BOARD OF
COMMISSIONERS AUTHORIZING THE MUNICIPAL WINTER TRAFFIC SERVICES
AGREEMENT OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

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

Attest:

UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS

Patrick Stasio, Township Manager

Kip McFatridge, President

Date:

Patrick Stasio, Township Manager

I, Patrick Stasio, Township Manager of Upper Moreland Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a Regular Meeting of the Board of Commissioners, held the 6th day of October 2025.



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
Upper Moreland Township	
<i>Contractor/Grantee Name (Printed)</i>	

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
JARED JACOBS
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 Community Development Committee Meeting – September 22, 2025

Agenda Item: **Approval of Armour & Sons Bid for Route 611\263 System Upgrades**

Prepared by: Patrick Stasio, Township Manager

Attachments: Recommendation Letter from Bowman

Background/Analysis: The project includes the addition of video/radar stopbar and dilemma zone detection along the York Rd and Easton Rd. corridors. The controllers will be UCC compatible and will connect to the PennDOT TMC Maxview system. The project includes the installation of new signal heads with retro-reflective backplates.

The route 611 corridor is identified by PennDOT as a super critical corridor of the area transportation network. The project allows for future expandability of the system to provide Advanced Traffic Management to handle additional growth.

The lowest responsible bidder, Armour & Sons, with a bid of \$395,718.

Fiscal Impact/Sources: A Green Light Go grant in the amount of \$513,360 was awarded to Upper Moreland Township. The Township match is 20% or \$128,340. The complete project is estimated to be less than \$550,000.

Alternatives: N/A

Recommend Action: The Committee recommends the Board of Commissioners approve the bid for Armour & Sons Electric, Inc at the Regular Meeting on October 6, 2025.

September 05, 2025

Mr. Patrick T. Stasio
Upper Moreland Township
117 Park Avenue
Willow Grove PA 19090

RE: **Engineer's Recommendation of Award**
Traffic Signal Equipment Improvements at York Road\Easton Road (SR 0611\0263)
Upper Moreland Township, Montgomery County, PA
Bowman Project No. 310016-24-001

Dear Mr. Stasio:

Bowman Consulting Group, Ltd. (Bowman) has reviewed the bids received on September 5, 2025, at 10:00AM, for the above-referenced project. Below is a summary of the bids received from the four (4) contractors:

	Company	Total Base Bid	Status
1	Armour & Sons Electric, Inc.	\$395,718.00	Verified
2	Kuharchik Construction, Inc.	\$415,540.00	Verified
3	Lenni Electric Corporation	\$450,552.00	Verified
4	Carr & Duff, LLC	\$483,037.00	Verified

Upon review, the bids received appear to be acceptable. Our office recommends the governing body consider awarding the contract to the qualified low bidder, Armour & Sons Electric, Inc. for a total of **\$395,718.00**.

If you have any questions, or require additional information, please contact me at rlandis@bowman.com.

Sincerely,



Rebekah Landis, P.E.
Project Manager

/lsw

CC:

V:\310016 - Upper Moreland\310016-24-001 (TRA) - 611 GLG-TST\Engineering\Const_Services\02_GLG Grant\11_Correspondence\2025-09-05_Recommendation of Award_Upper Moreland Township.docx

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
JARED JACOBS
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

Community Development Committee Meeting – September 22, 2025

Agenda Item: **Conditional Use Application for 601 Davisville Road**

Prepared By: Paul Purtell, Director of Code Enforcement

Attachments: Application and Plans

Background/Analysis: The applicant, Fred Beans of Doylestown, is proposing to reuse the existing building for an automotive repair and service facility with ancillary office and storage areas.

Fiscal Impact/Source: Permit fees, Business Privilege Tax and Earned Income Tax.

Alternatives: N/A

Staff Recommendation: The Committee recommends the Board of Commissioners authorize the Township Solicitor to advertise for a Public Hearing to be held on November 10, 2025.



Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090
215-659-3100
215-659-8899 (fax)
www.uppermoreland.org

Conditional Use Application

PROPERTY OWNER:

(List legal owner, equitable owner and/or lessee of property)

Kachel Associates, LP

Name

601 Davisville Road, Willow Grove, PA 19090

Owner's Address

Owner's Telephone Number

NAME OF APPLICANT:

Fred Beans

MAILING ADDRESS:

3960 Airport Boulevard

Doylestown, PA 18902

TELEPHONE NO.:

(215) 345-8270

PREMISES DETAILS:

Address of Premises

Tax Parcel Block and Unit Identification

6.18 Acres, 79,000 s.f. building

Size of Property and Building Dimensions

APPLICANT'S ATTORNEY INFORMATION:

Craig R. Lewis, Esquire

Name

Kaplin Stewart

Firm

910 Harvest Drive, Suite 200, Blue Bell, PA 19422

Address

(610) 941-2584

Telephone Number

ZONING DISTRICT:

CC-Commercial Core Zoning District

Conditional Use Application

REQUEST: 1. Applicant shall state sections which provide authorization for a conditional use pursuant to the Zoning Code.

2. Applicant shall state specific proposal:

a. **Type of use:** Auto repair facility with accessory office and parts storage.

b. **Size of use:** Approximately 58,000 s.f. of existing building.
See Attached Addendum for Details.

c. **Size and dimensions of lot area to be occupied or utilized by the conditional use:** 6.18 acre lot.
See Attached Addendum for Details.

d. **Anticipated hours of operation:** Approximately 8:00 a.m. to 8:00 p.m.

e. **Number of employees:** _____

f. **If residential, number and type of dwelling use:** N/A

g. **Commercial or industrial vehicles associated with the use:** _____
Tow trucks and box truck deliveries.

3. **Specific conditions or restrictions offered by the applicant to be considered by the Board of Commissioners:**

Buffering to be installed adjacent to expanded parking facilities.

Conditional Use Application

4. Has a previous conditional use application been filed on this property?

a. If Yes, give date and disposition of previous application:

No. _____

5. Has a previous application been filed in connection with this property?

a. If Yes, give date and disposition of previous application:

No. _____

Applicant shall comply with conditional use procedures as set forth in the Upper Moreland Township Zoning Code.

Submit three copies of plans, 24"x 36" (11"x17" at Director's discretion), which shall show existing conditions and nature of proposed use.

APPLICANT

DATE



OWNER

Attorney for Equitable Owner

DATE

Received by UMT staff member:

NAME

DATE

Kaplin Stewart Meloff Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive
Post Office Box 3037
Blue Bell, PA 19422
Craig R. Lewis Esquire
Identification No. 83564
(610) 941-2584
rlewis@kaplaw.com

Attorneys for Applicant

**BEFORE THE UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PENNSYLVANIA**

In the Matter of:

Premises:

Fred Beans

**601 Davisville Road
Parcel No. 59-00-04579-00-6**

ADDENDUM TO CONDITIONAL USE APPLICATION

Fred Beans (“Fred Beans”), by and through its attorney Craig R. Lewis, files this addendum to its application to the Upper Moreland Township Board of Commissioners seeking a conditional use in accordance with Section 350-83 and the Table of Uses of the Upper Moreland Township Zoning Ordinance to permit a B-3 Automobile Service Use of the property located at 601 Davisville Road, Willow Grove, and in support thereof states as follows:

1. **Owner.** In accordance with a deed dated July 20, 2012, a copy of which is attached hereto as Exhibit “A”, Kachel Associates, L.P. (“Kachel”) is the legal owner of the property located at 601 Davisville Road, Willow Grove, PA more particularly identified as Montgomery County Tax Parcel No. 59-00-04579-00-6 (“Property”).

2. **Applicant.** In accordance with an agreement of sale dated May 29, 2025, a redacted copy of which is attached hereto as Exhibit “B”, Fred Beans is the equitable owner of the Property. As such equitable owner, Fred Beans has standing to prosecute this application.

3. **Description of Property – Existing Conditions.** As depicted on a plan prepared by Woodrow & Associates entitled “Boundary and Existing Features – Property Survey Plan”, dated July 7, 2025 (“**Survey Plan**”), the Property is an approximately 6.18 acre tract of land located along Davisville Road between New Street and Ball Road. A copy of the Survey Plan is attached hereto as **Exhibit “C”**. The Property is more particularly identified as Montgomery County Tax Parcel No. 59-00-04579-00-6. As detailed on the Survey Plan, the Property is improved with an approximately 79,000 s.f. one-story, masonry industrial building served by approximately 144 off-street parking spaces. Access to the Property is from a single, full-movement shared driveway to Davisville Road.

The Property is currently used occupied by two principal users. Kachel owns and operates an office furniture manufacturer and dealer known as Premier Environments. Premier Environments occupies approximately 50,000 s.f. of the existing building. Y2K9 Dog Sports Club, Inc., occupies approximately 20,400 s.f. of the existing building for use as a K-9 training facility. The other tenants of the existing building are Gottscho, a packaging printing company, (approximately 3,000 s.f.) and Spadone Machine, LLC, an equipment supplier for tire, rubber and plastics industries (approximately 1,100 s.f.).

4. **Zoning.** According to the Zoning Map of Upper Moreland Township, the Property is located in the CC Commercial Core Zoning District (“**CC District**”). Section 350-83 of the Upper Moreland Township Zoning Code (“**Code**”) provides that permitted uses in the CC District are set forth in Attachment 2, Table of Uses. In addition to a host of permitted commercial, retail, residential and industrial uses, the Code further permits a B-3 Automobile Service use by conditional use. In accordance with Section 350-19 an Automobile Service Use is defined as follows:

A place of business serving minor auto-related needs, including but not limited to: motor vehicle sales, car rental, minor repairs, retail sales, such as auto parts, tire store, gas station, electrical vehicle charging station, and car wash. Such use shall include the general repair of automobiles, trucks, and the like; specialty repair of vehicles, body, and fender work; and spray painting in conjunction with repair.

- (a) Tractor trailers and abandoned vehicles shall not be stored on the premises.
- (b) All repair work shall be performed within a building.
- (c) All storage, including parts, tires, refuse, and similar articles, shall be stored within a building or fully enclosed area.
- (d) The sale of vehicles shall be prohibited.
- (e) Retail sales of parts and supplies shall be accessory to the principal use.
- (f) Parking spaces for repair vehicles may be reduced to eight feet by 16 feet and may be stacked up to three cars deep, without aisleways, provided no variances for parking have been granted for the use

There are no additional specifically delineated criteria in the Code for an Automobile Service use in the CC District.

As detailed on the Survey Plan, the Property is non-conforming with respect to many of the design standards applicable to the CC District, including but not limited to pedestrian plaza requirements, streetscape requirements and the preclusion of parking between the principal structure and the abutting street.

5. **Proposed Use.** Fred Bean proposes to use and occupy approximately 58,500 s.f. of the building for use as an Automobile Service facility to several of its nearby dealerships (“**Proposed Use**”). As detailed on a plan prepared by James Necker Architects, entitled Proposed Renovations for Beans Support Building – 601 Davisville Road, a copy of which is attached hereto as **Exhibit “D” (“Layout Plan”)**¹, the Proposed Use will include an approximately 17,465 s.f. automotive service center, approximately 5,401 s.f. of office space and

¹ The Layout Plan is a schematic representation of the proposed interior fit-out of the existing building. The allocation of interior space is subject to revision.

an approximately 38,880 s.f. parts warehouse. The Proposed Use will include collision repair. No vehicles will be sold on premises nor will any customers take delivery of vehicles at the Property. The remaining 20,225 s.f. of the existing building will continue to be occupied by Y2K9 Dog Sports Club.

As detailed on a plan prepared by Woodrow & Associates entitled "Proposed Parking Improvements", dated June 20, 2025 ("Improvements Plan"), a copy of which is attached hereto as Exhibit "E", Fred Beans proposes to expand the existing parking lot to the rear of the building to provide additional off-street parking as well as vehicle storage spaces. The only other exterior modifications proposed are improvements to the existing loading facilities located at the front of the building and the creation of vehicle entrances for the repair shop along the rear of the building. The locations of the loading facilities are detailed on the Layout Plan.

6. **Relief Requested.** Fred Beans requests conditional use approval in accordance with Section 350-83 and the Table of Uses to permit an Automobile Service use in the CC Zoning District.

7. **Grounds for Relief.** The Proposed Use as described herein is a combination of by-right and permitted conditional use within the CC District and represents a beneficial reuse of the existing building.

"A [conditional use] is not an exception to the zoning ordinance, but rather a use to which the applicant is entitled provided the specific standards enumerated in the ordinance for the [conditional use] are met by the applicant." *In re AMA/Am. Mktg. Ass'n, Inc.*, 142 A.3d 923, 934 (Pa. Cmwlth. 2016). The existence of a conditional use provision in a zoning ordinance indicates a legislative determination that the use is consistent with the municipality's zoning plan and is a use which is presumptively consistent with the public health, safety and welfare. *In re*

Cutler Group, Inc., 880 A.2d 39 (Pa. Cmwlth. 2005). An applicant seeking a conditional use bears the burden of proving only that its request complies with the specific, objective requirements contained in the zoning ordinance. *41 Valley Associates v. Board of Supervisors of London Grove Township*, 882 A.2d 5 (Pa. Cmwlth. 2005).

Once an applicant for a conditional use shows compliance with the specific criteria of the zoning ordinance, the burden shifts to the objectors, if any, to prove that there is a high probability that the proposed use will generate adverse impacts not normally generated by the type of use in question and that those atypical impacts pose a substantial threat to the health and safety of the community. *Heck v. Zoning Hearing Board for Harvey's Lake Borough*, 397 A.2d 15 (Pa. Cmwlth. 1979). Opponents of a conditional use may not meet their burden by *speculating* as to possible negative effects. *Manor Healthcare Corp. v. Lower Moreland Township Zoning Hearing Board*, 590 A.2d 65 (Pa. Cmwlth. 1991). Rather, after an applicant for a conditional use establishes that the proposed use complies with the objective requirements for the conditional use it may only be denied if objectors demonstrate, through competent and substantial evidence, that the impact of the proposed use on the public welfare is greater than that which would be expected from such a use in "normal" circumstances. *Ruddy v. Lower Southampton Township Zoning Hearing Board*, 683 A.2d 887 (Pa. 1996); *Dotterer v. Zoning Hearing Board of Upper Pottsgrove Township*, 588 A.2d 1023 (Pa. Cmwlth. 1991).

Where, as here, the ordinance specifically permits the above noted aspects of the Proposed Use by conditional use, and the ordinance sets out no additional specific, objective criteria for consideration of the use, Fred Beans is entitled to the conditional use, absent a showing of extreme, abnormal impact by objectors, if any.

Accordingly, Fred Beans requests a conditional use to permit reasonable and appropriate reuse of the noted portion of the Property in conformity with applicable Township requirements.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Craig R. Lewis".

CRAIG R. LEWIS, ESQUIRE
Attorney for Applicant

Dated: September 10, 2025

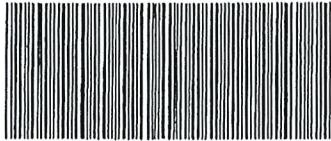
EXHIBIT "A"
Deed



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Alry Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5843 PG 01179 to 01183
INSTRUMENT #: 2012075210
RECORDED DATE: 08/01/2012 02:46:35 PM



2765466-0014Y

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 2713272 - 6 Doc(s)
Document Date: 07/30/2012	Document Page Count: 4
Reference Info:	Operator Id: estaglla
RETURN TO: (Simplifile) Land Services USA 1835 Market St., Suite 420 Philadelphia, PA 19103 (215) 563-5468	
PAID BY: LAND SERVICES USA	
* PROPERTY DATA: Parcel ID #: 59-00-04579-00-6 Address: 601 DAVISVILLE RD PA Municipality: Upper Moreland Township (100%) School District: Upper Moreland	
* ASSOCIATED DOCUMENT(S):	

CONSIDERATION/SECURED AMT: \$2,705,000.00	DEED BK 5843 PG 01179 to 01183 Recorded Date: 08/01/2012 02:46:35 PM
TAXABLE AMOUNT: \$2,705,000.00	
FEES / TAXES:	I hereby CERTIFY that
Recording Fee:Deed \$65.00	this document is
State RTT \$27,050.00	recorded in the
Upper Moreland Township RTT \$13,525.00	Recorder of Deeds
Upper Moreland School Distrct RTT \$13,525.00	Office in Montgomery
Rejected Document Fee \$5.00	County, Pennsylvania.
Total: \$54,170.00	



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared by and Return to:

Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103

File No. PAFA12-0921GD | lcm

UPI # 59-00-04579-00-6

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
59-00-04579-00-8 UPPER MORELAND TOWNSHIP

601 DAVISVILLE RD
DAVISVILLE ROAD INVESTORS LP
B 007 L U 003 3331 08/01/2012

\$10.00
BH

This Indenture, made the 30th day of July, 2012,

Between

**DAVISVILLE ROAD INVESTORS, L.P., A PENNSYLVANIA LIMITED
PARTNERSHIP**

(hereinafter called the Grantor), of the one part, and

KACHEL ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of Two Million Seven Hundred Five Thousand And 00/100 Dollars (\$2,705,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns

ALL THAT CERTAIN lot or tract of land, Situate in the Township of Upper Moreland, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a Plan of Property of Moe Henry Hankin, et ux, et al. by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania, dated April 2, 1974, and recorded in and for the County of Montgomery in the Office for the Recorder of Deeds, in Norristown, Pennsylvania in Plan Book A-23 page 79 as follows, to wit:

BEGINNING at a point in the original center line of Davisville Road (varying in width), said point being at the distance of 1,091.78 feet, measured North 40 degrees 58 minutes 55 seconds East from the point formed by the intersection which the said original center line of Davisville Road makes with the Northeasterly side of New Street (35 feet wide) (produced); thence extending from the place of beginning along the original center line of Davisville Road, North 40 degrees 58 minutes 55 seconds East, 574.41 feet to a point; thence extending South 49 degrees 01 minute 05 seconds East crossing the Southeasterly side of Davisville Road, 530 feet to a point; thence South 40 degrees 58 minutes 55 seconds West, 535.18 feet to a point; thence North 49 degrees 01 minute 05 seconds West, 175.00 feet to a point; thence South 40 degrees 58 minutes 55 seconds West, 24.23 feet to a point on the Northeasterly side of a 30 feet wide easement for access; thence along the same, North 49 degrees 01 minute 05 seconds West, 165.00 feet to a point;

thence South 40 degrees 58 minutes 55 seconds West, 15.00 feet to a point on the center line of the said 30 feet wide easement for access; thence along the center line of the said easement, North 49 degrees 01 minute 05 seconds West and recrossing the Southeasterly side of Davisville Road, 190.00 feet to a point in the original center line of Davisville Road and place of beginning.

BEING Parcel No. 1 as shown on the above-mentioned Plan.

TOGETHER WITH the easement of a driveway for access to be used in common with the owners of land adjoining to the Southwest extending through premises; subject to the proportionate part of the expuse and maintenance with the owners adjoining to the southwest as set forth in Plan Book A-23 and Deed Book 3700 page 399.

BEING known as 601 Davisville Road.

BEING Tax Parcel Number 59-00-04579-00-6.

BEING the same premises which Craig C. Garretson and Regina H. Garretson, husband and wife, by Deed dated 12/21/2006 and recorded 12/28/2006 in the County of Montgomery in Deed Book 5629 page 967, conveyed unto Davisville Road Investors, L.P. , in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the herein-named Grantor(s) has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary. Dated the day and year first above written.

ATTEST:

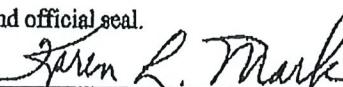
DAVISVILLE ROAD INVESTORS, L.P., A
PENNSYLVANIA LIMITED PARTNERSHIP

{SEAL}

By: DR Advisors, Inc., a Pennsylvania
corporation, its general partnerBy: Craig C. Garretson
Name: Craig C. GARRETSON
Title: PRESIDENTCommonwealth of Pennsylvania } ss
County of Montgomery }

AND NOW, this 30th day of July, 2012, before me, the undersigned Notary Public, appeared Craig C. Garretson, who acknowledged himself/herself to be the President (title) of DR Advisors, Inc., a Pennsylvania corporation, the general partner of Davisville Road Investors, L.P., a Pennsylvania limited partnership, and he/she, as such President (title) of DR Advisors, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partner of Davisville Road Investors, L.P. by himself/herself as President (title) of DR Advisors, Inc.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.


 Karen L. Mark
 Notary Public
 My commission expires _____

The precise residence and the complete post office address of the above-named Grantee is:

601 Davisville Road
Willow Grove, PA 19090

On behalf of the Grantee

Kehel Associates, L.P.

By: Kehel Gerard, LLC, its general partner

By: Marianne Bar

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Karen L. Mark, Notary Public
 City of Philadelphia, Philadelphia County
 My Commission Expires July 3, 2015

Deed

UPI # 59-00-04579-00-6

Davisville Road Investors, L.P., a
Pennsylvania limited partnership

TO

Kachel Associates, L.P., a Pennsylvania
limited partnership

Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103

EXHIBIT "B"
Executed Agreement of Sale

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made this 29th day of May, 2025 (the "Agreement Date"), by and between KACHEL ASSOCIATES, L.P., a Pennsylvania limited partnership ("Seller") and FRED BEANS, or his assignee or nominee ("Purchaser").

WITNESSETH

A. Seller is the owner of those certain parcel or tracts of land containing approximately 6.18 acres, being tax parcel 59-00-04579-00-6 located at 601 Davisville Road, Willow Grove, Upper Moreland, Pennsylvania and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), which Land is a part of the Property (hereinafter defined). The Land is improved with a building consisting of approximately ninety-one thousand two hundred fifty (91,250) feet of rentable space (collectively, the "Building").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **SALE OF PROPERTY.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller the following (collectively, the "Property"):

A. **Realty.** The realty (the "Realty"), including the Land, the Building and other improvements set forth thereon, and all rights and appurtenances pertaining thereto, including but not limited to:

(1) All right, title and interest, if any, of Seller in and to any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land;

(2) All right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Land, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;

(3) All right, title and interest, if any, of Seller in and to any easements adjacent to or serving the Realty;

(4) All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty; and

(5) Any reversionary rights attributable to Seller with respect to the Realty; and

B. **Leases.** All of Seller's right, title and interest in and to the leases, licenses and other agreements respecting the Realty existing upon the Agreement Date or executed prior to Closing (hereinafter defined) with consent of Purchaser pursuant to Section 6.D hereof (the "Leases"), except that that certain Office Lease (Triple Net) by and between Seller and Premier Office Solutions, Inc. shall be terminated as of the Closing Date; and

C. **Plans.** All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (collectively, the "Plans"); and

D. **Incidental Rights.** All incidental rights including, but not limited to (collectively, the "Incidental Rights"):

(1) All of Seller's right, title and interest in, to and under all contracts and other agreements relating to the construction, operation, maintenance or repair of the Realty which Purchaser desires to continue in effect;

(2) All of Seller's right, title and interest in, to and under all guarantees or warranties from third parties relating to the construction and/or operation of the Realty;

(3) All governmental permits, conditional use permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty; and

(4) All right, title and interest of Seller in any telephone exchanges and other identifying materials used in connection with the Realty; and

E. **Personalty.** All personal property and equipment owned by Seller as of the Agreement Date or acquired by Seller prior to the Closing and which is used in connection with the use, operation, repair or maintenance of the Realty, whether located on the Land or elsewhere, but excluding any personal property and/or equipment owned by the tenant of the Realty, but specifically including two hundred fifty (250) upright (18' high) and one thousand five hundred (1,500) cross bars for such racks, some of which are eight feet (8') and some of which are twelve feet (12'), which racks and cross bars are located in the portion of the Building identified on Exhibit "D" attached hereto (collectively, the "Personalty").

2. **PURCHASE PRICE.** Purchaser shall pay in exchange for the Property the sum of [REDACTED] (the "Purchase Price") to Seller.

3. **MANNER OF PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

A. **Deposit.** On or prior to the date that is three (3) business days after the Agreement Date, Purchaser shall deliver to LandServices USA as escrow agent (the "Escrow Agent") the amount of Five Hundred Thousand Dollars (\$500,000.00) to be held in escrow by Escrow Agent in a federally insured interest bearing account until consummation or termination of this Agreement (including any interest accrued thereon, the "Deposit"). Except as set forth

elsewhere in this Agreement, at the Closing, Escrow Agent shall pay the Deposit together with other funds delivered to it by Purchaser, to pay the Purchase Price to Seller.

B. Payment of Balance of Purchase Price. At Closing, Purchaser shall pay to Seller the Purchase Price (subject to adjustments and apportionments set forth in this Agreement and less the Deposit) by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds. If Seller desires that said portion of the Purchase Price be paid by wire transfer, Seller shall deliver to Purchaser or Escrow Agent wiring instructions not later than five (5) days before the Closing Date (hereinafter defined).

4. INVESTIGATION PERIOD.

A. Investigation. Purchaser shall have a period commencing on the Agreement Date and expiring at five o'clock p.m. EDT on the one hundred twentieth (120th) calendar days after the Agreement Date (the "Investigation Period") to cause one or more of Purchaser's experts to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the "Investigation"). As part of the Investigation, Purchaser shall have the right to cause to be performed such environmental testing or environmental investigation of the Property as Purchaser shall deem necessary by a competent environmental engineer or environmental consultant selected by Purchaser; provided, however, in no event shall Purchaser perform invasive physical tests without the prior, written consent of Seller, which consent may be withheld in Seller's sole discretion. Notwithstanding the foregoing, however, in the event the Purchaser receives a Phase 1 report which recommends a Phase 2 investigation, the Seller, shall not unreasonably withhold, delay, or condition its consent thereto. Purchaser agrees to repair any damage to the Property caused by such investigation and to return the Property to substantially the same condition as existed prior to Purchaser's inspection. Prior to any entry into the Property, Purchaser shall deliver a certificate of insurance to Seller evidencing that the Purchaser (or its agents or contractors (including any environmental consultant)) has in place commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury or death and property damage, which insurance shall name the Seller as an additional insured. Such insurance shall be maintained during the pendency of this Agreement. This Section 4(A) shall survive the Closing or earlier termination of this Agreement. Purchaser shall use commercially reasonable efforts to not disrupt any of the businesses on the Property. Seller shall have the right to have a representative present for any interview of any tenant of the Building.

B. Delivery of Information. In order to aid Purchaser in the Investigation, Seller, either prior to or on the Agreement Date, shall deliver to Purchaser the following, if in Seller's possession or control or ascertainable after having made commercially reasonable effort:

(1) A list of all items of income and all items of expense relating to the operation of the Property for the last three (3) full calendar years and for the current calendar year to date certified as to correctness by Seller;

(2) A copy of the Leases with all attachments, notices and amendments, as well as all financial information for tenant and any guarantor thereof;

(3) A certified rent roll for the Property as of the Agreement Date including tenant, the designation and rentable square footage of the space occupied, the minimum rent, amount of security deposit and pre-paid rent (if any), the lease commencement date and the termination date, and tenant financials;

(4) A copy of each service and maintenance contract pertaining to the operation of the Property, as well as an estimated profit and loss statement for 2024 and a profit and loss statement for 2023, 2022 and 2021;

(5) A copy of each warranty or guaranty presently in effect which relates to the construction, repair or maintenance of the Property;

(6) A copy of each utility bill for the Property paid for by Seller (excluding any utilities paid for by tenant) for the last three (3) full calendar years to the extent available, and for the current calendar year to date;

(7) A copy of the property tax bills for the last three (3) full calendar years to the extent available, and for the current calendar year to date;

(8) To the extent available, a copy of Seller's most recent title insurance policy;

(9) To the extent available, a copy of all existing engineering, architectural, mechanical, electrical and site plans, floor plans, as-built property surveys, appraisals, environmental and soil reports, property condition and/or inspection reports, property zoning reports, and interior and exterior photos,

(10) A copy of Seller's property insurance policy;

(11) To the extent available, a copy of all permits, approvals, certificates of occupancy and similar documents issued with respect to the Property; and

(12) Such other information concerning the Property as may be reasonably requested by Purchaser and Seller can reasonably deliver. Seller shall make available for examination by Purchaser all of its books, files and records related to the operation and management of the Property, including without limitation all correspondence relating to the lease under negotiation and all available information regarding personnel working at or in connection with the Property (collectively, the "**Property Documents**"). Purchaser shall have the right to make copies of any information at Purchaser's reasonable cost. Seller shall permit and cooperate with Purchaser in connection with any audits or inspections Purchaser may desire to conduct with respect to the Property during the Investigation Period, with the cost of any such audits borne by the Purchaser. Purchaser agrees that Property Documents that are not of public record are confidential and shall not be disclosed to any third party without Seller's prior written consent; provided that Purchaser may disclose such documents and reports to those officers, employees, and other authorized agents and representatives of Purchaser (including but not limited to accountants, attorneys, lenders and investors) to whom disclosure is reasonably necessary in connection with Purchaser's Investigation, provided that Purchaser shall first notify any such

recipient that the information being disclosed is confidential. Seller makes no warranties or representations, express or implied, regarding the accuracy of the Property Documents prepared by third (3rd) parties, which documents shall specifically exclude the leases. If this Agreement is terminated for any reason Purchaser shall promptly (i) return all Property Documents to Seller and (ii) destroy all notes, memorandum, and other documents, whether in written or electronic form, that contain confidential information obtained from Property Documents. The terms of this Section shall survive termination of this Agreement but shall expire upon consummation of the Closing.

C. Investigation Not to Disrupt Business of Seller. Any inspections and investigations conducted by Purchaser shall be conducted in a manner so as not to unreasonably disrupt the conduct of the business of Seller or the tenant in possession of the Property.

D. Termination Right. If, at any time prior to the expiration of the Investigation Period, Purchaser determines that it is not satisfied for any reason, or for no reason at all, in its sole discretion, with the results of the Investigation, or the status of any other condition of the Property, whether known or unknown on the Agreement Date, and notifies Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by either Purchaser or Seller, become null and void and of no further force and effect, in which event Escrow Agent shall return the Deposit to Purchaser, and all parties to this Agreement shall be released from all further liability or obligation hereunder. If Purchaser fails to timely terminate this Agreement prior to the expiration of the Investigation Period, then Purchaser shall be deemed to have irrevocably waived such right to terminate and the Deposit (including all interest accrued thereon) shall be non-refundable, but applicable to the Purchase Price at Closing.

E. Approvals. During the Investigation Period, the Purchaser shall apply for and diligently pursue all permits and approvals necessary to use the Property for auto parts storage and operation of a collision center, and ancillary office use, as well as confirmation that the existing parking on the Property complies with Upper Moreland Township zoning regulations ("Approvals"). Thereafter, Purchaser shall use its best, good faith efforts to obtain the Approvals. If, despite timely application for and diligent pursuit of the Approvals, Purchaser does not obtain unappealable Approvals within ninety (90) days after the expiration of the Investigation Period (the "Zoning Contingency Period"), then Purchaser shall have the right to terminate this Agreement by delivering written notice of such election to Seller prior to the expiration of the Zoning Contingency Period, time being of the essence, in which event the Deposit shall be refunded to Purchaser.

5. TITLE.

A. Title Report. Purchaser shall order a search of title to the Property to be made by the Title Company and may order an ALTA survey ("Survey"). On or prior to the expiration of the Investigation Period, Purchaser shall notify Seller in writing of any exceptions appearing on the title commitment (the "Title Report") or any conditions on any survey obtained by Purchaser which are unsatisfactory to Purchaser (the "Title Objections"). Seller shall notify Purchaser within five (5) business days after receipt of such Title Objections whether Seller intends to cure or remove the same. If Seller does not timely notify Purchaser whether it intends to cure any Title Objections, then Seller shall be deemed to have elected not to cure any such Title

Objections. If Seller expressly agrees to cure any such Title Objections, then Seller shall cure such Title Objections prior to Closing. Seller shall not be required to commence any legal proceedings in order to clear title or correct such Title Objections; provided, however, that, regardless of whether any Title Objections are delivered, Seller shall be required to cure and remove all monetary liens or encumbrances which are recorded against the Realty (including, but not limited to liens securing financing, mechanics' liens, judgments and delinquent taxes, assessments, sewer charges and water charges) (each, a "Monetary Lien"), as well as provide the Title Company with a commercially reasonable title affidavit and other documents as reasonably required by the Title Company.

B. **Status of Title - Realty.** The Realty is to be conveyed to Purchaser free and clear of all liens, encumbrances, easements, restrictions and agreements excepting only the Permitted Exceptions (hereinafter defined). With the exception of the Permitted Exceptions, title to the Realty shall be good and marketable and such as will be insured by the Title Company at its regular rates for regular risks pursuant to the standard stipulations and conditions of an ALTA policy of owner's title insurance. Seller shall furnish such customary title affidavits as the Title Company may require for the removal of standard title objections. "Permitted Exceptions" as used herein shall mean the following:

(1) The Leases, a copy of which have been delivered to Purchaser and are approved by Purchaser during the Investigation Period and any Lease entered into by Seller prior to the Closing Date with the consent of Purchaser pursuant to Section 6.D;

(2) Any exceptions appearing on the Title Report received by Purchaser which have not been objected to in writing by Purchaser to Seller pursuant to Section 5.A hereinabove, but not any Monetary Liens, or to any exceptions appearing on the Title Report to which Purchaser objects but which Seller does not agree to cure;

(3) Building, zoning and subdivision statutes, laws, ordinances and regulations;

(4) Reservations of minerals or of mineral rights in favor of the Commonwealth of Pennsylvania, if any;

(5) The lien of real estate taxes and special assessments not yet due and payable;

(6) Liens, defects or encumbrances arising as a result of the failure to act of Purchaser; and

C. **Status of Title - Personality.** All Personality shall be conveyed by general warranty bill of sale free and clear of all security interests, financing statements, liens, claims, encumbrances, equipment leases and rights of third parties.

D. **Inability to Convey Title.** If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, Purchaser shall have the option:

(1) Of taking such title to the Realty and/or the Personality as Seller is able to convey, with an abatement of the Purchase Price in the amount (fixed or ascertainable) of any liens or encumbrances on the Realty; or

(2) Of terminating Purchaser's obligations under this Agreement and having the Deposit returned to Purchaser, in which event this Agreement shall be null and void and neither party shall have any further obligations hereunder.

(3) Notwithstanding the foregoing, if title to the Realty or the Personality is not as described in Sections 5.B and 5.C hereof by reason of any willful act or omission of Seller subsequent to the Agreement Date, or by reason of the failure of Seller to pay or discharge any Monetary Liens on or prior to Closing, the same shall constitute a breach by Seller and Purchaser shall be entitled to pursue all remedies available to Purchaser at law or in equity including but not limited to specific performance.

6. COVENANTS OF SELLER.

A. Inspection. At any time prior to the Closing Date, upon prior, written notice to Seller and subject to Purchaser's carrying insurance as required by Section 4(A) hereof, Seller shall permit Purchaser and Purchaser's agents and employees to inspect the Property from time to time at reasonable times. Purchaser shall hold Seller and its directors, officers, shareholders, employees, agents and representatives (collectively, the "Seller Indemnified Parties") harmless and shall indemnify the Seller Indemnified Parties against any and all claims, including costs, fees, expenses and reasonable attorney's fees for or in respect to injuries (including death) or damage of any kind to the person or property of the Seller Indemnified Parties, Purchaser or any other person caused by or in connection with Purchaser's entry onto the Property and/or any tests or related activities conducted by Purchaser, its agents, servants or employees respecting the Property, either during or subsequent to the Investigation Period. Notwithstanding the foregoing, Purchaser shall not have any liability for: (i) discovering an existing condition of the Property; and/or (ii) any injury, death or damage caused by the negligent or willful act or omission of the Seller Indemnified Parties. In exercising its right hereunder, Purchaser shall not interfere with any tenants or other occupants at the Property or the operation of their businesses thereon.

B. Repairs; Alterations. At Seller's expense, Seller shall maintain the Property in its present condition, except only ordinary wear and tear and damage caused by casualty. Seller shall not make or permit to be made any material alterations, improvements or additions to the Property prior to the Closing Date without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned, or delayed.

C. Contracts. Prior to the Closing Date, Seller shall not enter into any contract for, on behalf of, or affecting the Property which cannot be terminated at will without charge, cost, penalty or premium.

D. Leases. Seller shall not: (i) terminate, renew, modify or amend any Lease; (ii) accept surrender of any demised premises set forth in the applicable Lease prior to the expiration of the terms of such Leases or pursuant to any right of any tenant under a Lease to

surrender such space; (iii) consent to the assignment of the Lease or sublease of any demised premises set forth in any Lease; (iv) intentionally omitted; or (v) execute any new lease for any portion of the Property without the express written consent of the Purchaser which, (1) prior to the end of the Investigation Period shall not be unreasonably withheld, conditioned, or delayed; and (2) thereafter which may be withheld in Purchaser's sole discretion.

E. Creation of Title Imperfections. Other than the Permitted Exceptions, between the Agreement Date and the Closing Date, Seller shall not permit any liens, easements, encumbrances or other clouds on the title to the Realty to be created (the "Title Imperfections"). If Seller creates or permits any Title Imperfections to be created in violation hereof, Seller shall promptly remove them prior to the Closing Date.

F. Satisfaction of Liens. Prior to or at Closing, Seller shall satisfy any liens or encumbrances which exist against the Property on the Closing Date which may be satisfied by the payment of money, either by such payment or by depositing in escrow with the Title Company so much of the Purchase Price as will cause the Title Company to insure Purchaser against any loss which is caused to Purchaser because of the existence of such liens or encumbrances.

G. Notice of Suits. Seller shall promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings affecting the Property, or the use, possession or occupancy thereof, which may adversely affect Purchaser or the Property.

H. Environmental and Other Notices. Seller shall promptly deliver to Purchaser copies of written notices received by Seller of releases of hazardous substances or actual or threatened condemnation of the Property, or any portion thereof, given to Seller.

I. Personnel. Seller shall make its personnel available to Purchaser at reasonable times and upon reasonable notices in connection with inspections of the Property.

J. Lease Notices. Seller shall promptly deliver to Purchaser a copy of any written notice (including, without limitation, a notice of default) received by Seller under any of the Leases.

K. Required Certificates. On or prior to Closing, Seller shall obtain any and all certificates required by any applicable governmental authorities for the sale of the Property including, but not limited to, any resale certificates, certificates of uncorrected violations and the like (collectively, the "Resale Certificates"). In the event: (i) any work is required to be performed as a condition to the issuance of a Resale Certificate; (ii) the cost to perform such work exceeds \$10,000.00, and (iii) Purchaser does not agree to pay such cost to the extent in excess of \$10,000.00, Seller shall have the right to terminate this Agreement upon written notice to Purchaser, in which event the Deposit shall be returned to Purchaser and the parties shall be released from all further liability hereunder, except for those liabilities which expressly survive the termination hereof.

7. REPRESENTATIONS AND WARRANTIES.

A. **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as follows:

(1) **Power to Perform.** Seller is a limited partnership duly formed and validly existing under and by virtue of the laws of the Commonwealth of Pennsylvania. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by proper action by Seller and the person or persons who have executed this Agreement on behalf of Seller have been duly authorized to do so. The execution of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Purchaser at the Closing will be duly authorized, executed and delivered by Seller, will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(2) **Accuracy of Documentation.** To the Seller's actual knowledge, without investigation, all leases, contracts, guarantees, warranties, financial statements, operating statements and all other books and records or other documentation delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof are true, complete and correct copies.

(3) **Contracts.** There are not now, nor will there be on the Closing Date, any contracts or agreements (including, without limitation, service contracts and/or management agreements), written or oral, to which Seller is a party which affect the Property other than those attached hereto and made a part hereof as Exhibit "B" for which Purchaser elects to keep in force and effect (collectively, the "Contracts"). All amounts due under any such Contracts for any work or improvements respecting the Property shall have been paid by Seller on or prior to the Closing Date. Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing Date. From the Agreement Date through the Closing Date, Seller shall not modify or terminate any of said Contracts without Purchaser's prior written consent. On or prior to the Closing, Seller shall, at its sole cost and expense, terminate any of the Contracts that Purchaser elects to be terminated. During the Investigation Period, Purchaser shall communicate with Seller in writing as to which Contracts, if any, it elects to terminate.

(4) **Leases.** There are no oral or written leases or rights of occupancy for any portion of the Property other than the Leases (including any amendments thereto) which are listed on Exhibit "C" attached hereto. Seller shall promptly provide Purchaser with a copy of any notice of default received or given between the Agreement Date and the Closing Date and Seller will cure any default of landlord prior to Closing. Seller has not received any written notice of any offsets, terminations, or cancellations of any Lease. To Seller's actual knowledge, without independent investigation: (i) there are no defaults under any Lease which are continuing beyond applicable notice and cure periods; (ii) the Leases are in full force and effect in accordance with their terms and the same constitute the only agreements in effect with the tenants of the Property as of the Agreement Date; (iii) any work required to be performed by Seller as landlord under the

Leases will be performed by Seller prior to the Closing Date; and (iv) any other obligations required to be performed by Seller under the Leases shall be performed by Seller prior to Closing

(5) **Commissions.** On the Closing Date, all leasing, brokerage or other commissions due in connection with the Leases executed prior to the Closing Date will have been paid and Purchaser shall not be required to assume any such obligation to pay any leasing, brokerage or other commissions after the Closing Date with regard thereto (including, but not limited to, any commissions with regard to any renewals or amendments thereto).

(6) **Land is a Subdivided Parcel.** The Land is a separate, subdivided tax parcel.

(7) **Intentionally Omitted.**

(8) **Assessed Valuation.** There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property; there is no abatement in effect with respect to all or any portion of the real estate taxes; to Seller's actual knowledge, the real estate tax bills furnished by Seller to Purchaser are accurate and complete (in all material respects) copies of all bills for taxes levied against or on account of the Property or any rent or income from the Property for the last three (3) full calendar years to the extent available, and for the current calendar year to date.

(9) **Assessments.** There are not now presently pending any special assessments with respect to any portion of the Property, and Seller has received no written notice of any special assessment being contemplated. Any assessments levied between the Agreement Date and the Closing Date and applicable to the period prior to the Closing Date shall be paid by Seller and Seller shall provide notice to the Purchaser thereof.

(10) **Employees.** On the Closing Date, there will be no contracts for the management of the Property, or any contracts, collective bargaining agreements or commitments of any kind with any employees of Seller or with any labor organization which will be binding on or create any obligations upon the Property, or upon Purchaser.

(11) **Condemnation.** There is no condemnation proceeding with regard to the Property and Seller has not received written notice of any proposed condemnation proceeding with regard to all or any portion of the Property.

(12) **Litigation.** There is not now any action, proceeding, litigation or investigation pending or, to the Seller's actual knowledge, threatened against Seller or the Property, or any basis therefor, that arises out of the ownership of the Property or that may affect the use, occupancy or operation of the Property for its present purpose or the value of the Property, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(13) **Disclosure of Physical and Mechanical Defects** To Seller's actual knowledge, without independent investigation, there are no physical or mechanical defects of the Property known to Seller which have not been disclosed to Purchaser, including, without

limitation, the plumbing, heating, air conditioning and electrical systems, the floors, walls, roofs, foundations and drainage systems.

(14) **Intentionally Omitted.**

(15) **Foreign Person.** Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(16) **Environmental Matters.** To Seller's actual knowledge, without investigation, the Property does not contain and there has been no application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property by the Seller or by any other party during the time that Seller has owned the Property, and Seller has not permitted the application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property of any Hazardous Material (hereinafter defined) in violation of applicable laws. "Hazardous Material" as used herein means and includes any petroleum, hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund or superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulations, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now in effect and applicable to the Property. Except as otherwise provided in any environmental reports delivered by Seller, the Building and all other improvements and fixtures constituting any portion of the Property do not contain any Hazardous Materials including without limitation, asbestos or any other substance containing asbestos, lead-based paints or PCBs. To Seller's actual knowledge, there are no underground storage tanks at the Property.

(17) **Notices.** Seller has not received written notice of any violation of any law, order or requirement issued by any municipal or other public authority against or affecting all or any portion of the Property with regard to any work or improvements done or ordered by such authority to be done either before or after the Agreement Date. Seller has not received any written notice or request from any insurance company or board of insurance underwriters (or similar organization) requesting the performance of any work or the correction of any conditions concerning the Property. Seller shall be responsible for compliance with any such notice issued after the Agreement and/ or received prior to Closing hereunder; provided, however, if the cost to correct such violations exceeds \$20,000.00, and Purchaser does not agree to pay such excess cost, Seller shall have the right to terminate this Agreement upon written notice to Purchaser, in which event the Deposit shall be returned to Purchaser and the parties shall be released from all further liability hereunder, except for those liabilities which expressly survive the termination hereof

B. **Representations and Warranties of Purchaser.** In order to induce Seller to enter into this Agreement, Purchaser hereby warrants and represents to Seller as follows: This Agreement is duly authorized, executed and delivered by Purchaser, constitutes the legal and valid binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which it is subject. All documents executed by Purchaser which are to be delivered to Seller at the Closing will be duly authorized, executed and delivered

by Purchaser, and will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject. To the best of Purchaser's knowledge, there is no material action, litigation, governmental investigation, or administrative proceeding of any kind pending against Purchaser, and no third party has threatened Purchaser with commencement of any such action, litigation, investigation, or administrative proceeding.

C. Representations and Warranties to Survive Closing. Each of the representations and warranties of the respective parties contained herein or made in writing pursuant to this Agreement, shall be true and correct as of the Agreement Date and as of the Closing Date (as defined herein), shall be deemed to be material and shall survive the execution and delivery of this Agreement and Closing hereunder for a period of one hundred eighty (180) days following Closing.

8. FIRE OR OTHER CASUALTY. Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser. If the cost to repair such damage would exceed \$100,000.00, Purchaser shall have the right, at its sole option, of terminating this Agreement and being released from all liabilities and obligations hereunder, in which event the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of such damage. If notice of such damage is received by Purchaser and Purchaser fails to deliver written notice to Seller of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser does not terminate this Agreement (or does not have the right to terminate this Agreement), the proceeds of any insurance under Seller's casualty insurance policy paid between the Agreement Date and the Closing Date shall be paid to Purchaser on the Closing Date (unless and to the extent Seller has performed the repairs to be paid therewith), together with the deductible amount, if any, and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

9. CONDEMNATION. If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking would adversely affect the Property in the sole determination of Purchaser, Purchaser shall have the option to complete the purchase hereunder, or terminate this Agreement, in which event this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of eminent domain proceedings and the amount of the award being granted as a result thereof. If notice of condemnation is received by Purchaser and Purchaser fails to deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Agreement, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all

rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

10. **DEFAULT.**

A. **Purchaser's Default.** Should Purchaser default under any of the terms, covenants or conditions of this Agreement, Seller shall have as its sole and exclusive remedy, the right to terminate this Agreement and receive the entire Deposit as liquidated damages and not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of withdrawing the Property from the market and otherwise for Purchaser's non-compliance with this Agreement (provided, however, that Seller shall not have any rights to the Deposit in the event Seller is in default hereunder). Thereupon, this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights, liabilities or obligations hereunder. Notwithstanding the foregoing, Seller shall not have any right to terminate this Agreement or to receive the Deposit unless Seller has first provided written notice of such default to Purchaser and Purchaser has not cured such default within ten (10) days of receipt of the foregoing notice; provided, however, in no event shall such notice and cure period apply to any default by Purchaser for failure to close on the Closing Date, time being of the essence.

B. **Seller's Default.** Should Seller default under any of the terms, covenants or conditions of this Agreement, Purchaser, as its sole and exclusive remedies, shall be entitled to: (i) pursue specific performance so long as such action is commenced within sixty (60) days after the date of such default by Seller and Purchaser's knowledge thereof; or (ii) terminating this Agreement by providing written notice to Seller, in which event the Deposit shall be returned to Purchaser. Notwithstanding the foregoing, Purchaser shall not have any right to terminate this Agreement or to receive the Deposit unless Purchaser has first provided written notice of such default to Seller and Seller has not cured such default within ten (10) days of receipt of the foregoing notice; provided, however, in no event shall such notice and cure period apply to any default by Seller for failure to close on the Closing Date, time being of the essence. In the event that the remedy of specific performance is not available, the Purchaser shall, in addition to the right to a refund of the Deposit, be entitled to recover from Seller the reasonable costs and expenses incurred by Purchaser in connection with this Agreement and its Investigation of the Property, up to a maximum amount of \$20,000.00 in the aggregate, plus the positive difference between the Purchase Price and the amount the Seller has conveyed the Property for.

C. **Attorney's Fees.** If any litigation is commenced in connection with this Agreement, the non-prevailing party in such litigation, shall pay all reasonable attorney's fees and expenses incurred by the prevailing party in such litigation.

11. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION.**

A. **Conditions Precedent.** The obligation of Purchaser to complete Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser on or prior to

the Closing Date):

(1) **Compliance with Covenants.** All of the covenants and agreements to be performed by Seller on or prior to the Closing Date under the terms of this Agreement shall have been so performed by Seller.

(2) **Seller's Representations and Warranties.** Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on the Closing Date.

(3) **Title Policy.** A title policy or unconditional commitment therefor meeting the requirements of Section 5.B hereof, shall have been issued by the Title Company to Purchaser.

(4) **No Termination.** Purchaser shall not have validly terminated this Agreement in accordance with the terms hereof.

(5) **Delivery of Seller's Closing Documents.** Seller shall have delivered to Purchaser all Seller's Closing documents pursuant to Section 15.A hereof.

B. **Rights of Termination.** In the event that any of the foregoing conditions shall not have been fulfilled or waived on or before the Closing Date, then Purchaser may elect, upon written notice to Seller, to terminate this Agreement, in which event the Deposit shall be returned to Purchaser and Purchaser shall have the applicable rights available under Section 10.B hereof.

12. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION.

A. **Conditions Precedent.** The obligation of Seller to complete Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Seller on or prior to the Closing Date):

(1) **Compliance with Covenants.** All of the covenants and agreements to be performed by Purchaser on or prior to the Closing Date under the terms of this Agreement shall have been performed by Purchaser.

(2) **Purchaser's Representations and Warranties.** Each of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on the Closing Date.

(3) **Payment of Purchase Price.** Payment of the Purchase Price by Purchaser on the Closing Date.

(4) **Delivery of Purchaser's Closing Documents.** Purchaser shall have delivered to Seller all Purchaser's Closing documents pursuant to Section 15.B hereof.

13. **CLOSING.** Closing on the purchase of the Property (the "Closing") shall occur on the earlier of: (i) the date that is sixty (60) days after the expiration of the Zoning Contingency Period (unless otherwise agreed to by Seller and Purchaser); and (ii) February 27, 2026 (herein referred to as the "Closing Date"). Closing shall be held via escrow.

14. **APPORTIONMENTS AND TAXES.**

A. **Apportionments.** The following apportionments shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date, all of which, to the extent applicable, shall be reflected on a closing statement (the "Closing Statement") executed by Seller and Purchaser on the Closing Date:

(1) **Real Estate Taxes.** Real estate taxes shall be apportioned on a per diem basis based on the fiscal or calendar year of each taxing authority.

(2) **Water, Sewer and Other Utility Charges.** Any water, sewer or other utility charges assessed against the Property and paid for by Seller shall be apportioned on a per diem basis based on the billing cycle of such utility.

(3) **Rental Under the Leases.** All collected rent and charges paid by the tenant under the any Lease affecting the Property shall be apportioned on a per diem basis. If the tenants under the Leases is required to pay additional rent, operating expenses, common area maintenance, repair and alteration charges, charges for taxes and insurance premiums or for escalations thereof, management fees or other charges of a similar nature (collectively, the "Additional Rent") and any Additional Rent are collected by Purchaser after Closing which are attributable in whole or in part to any period prior to the Closing Date, Purchaser shall promptly (and in any event within thirty (30) days after receipt by Purchaser) pay Seller's apportioned share thereof to Seller. In the event that at the end of any applicable calendar, fiscal or operating year in which the Closing occurs, the reconciliation of the amount of any Additional Rent paid by tenant under any Lease, if any, during such year exceeds the amount actually incurred therefor and such reconciliation results in Purchaser being obligated to refund any portion of such Additional Rents attributable in whole or in part to any period prior to the Closing Date, Seller shall, within thirty (30) days of demand, pay to Purchaser Seller's apportioned share of such portion of the Additional Rent, together with Seller's apportioned share of any interest that may be required to be paid thereon under any Lease (less any of Purchaser's costs to collect), and if any additional amount is due from any tenants, Purchaser shall pay promptly to Seller Seller's apportioned share of such Additional Rent. The provisions of this Section shall survive Closing.

(4) **Other Income.** Any other income from the Property, such as from coin telephones, vending or other coin operated machines or from any contracts for services provided to tenant of the Property shall be apportioned on a per diem basis; it being acknowledged, however, that the coin-operated vending machine located at the Property is not owned by Seller and no income therefrom shall be due to or belong to Purchaser and Purchaser shall have no right to or interest in such vending machine.

(5) **Concessions to Tenant, Fit-Out Work, Leasing Commissions.**

To the extent there exist on the Closing Date any free rental, allowance or other unsatisfied concession due tenant, incomplete or unpaid tenant fit-out work (e.g. tenant improvements) which is landlord's responsibility or leasing commissions respecting any Lease executed prior to the Agreement Date, Purchaser shall be entitled to a credit in the full amount thereof against the Purchase Price, or Seller may pay such amounts out of the Purchase Price at Closing.

(6) **Delinquent Rental.** Delinquent rental, if any, shall not be pro rated at Closing. In the event that any such delinquent rental is collected by Purchaser after Closing, Purchaser shall (upon receipt of such rental) pay Seller the amount thereof allocable to the period prior to the Closing Date, less a proportionate percentage of the actual, reasonable cost of collecting the same.

B. **Transfer Taxes.** Any state and county transfer taxes, imposed by any governmental authority upon this transaction shall be borne equally by Seller and Purchaser.

15. **CLOSING PROCEDURE.**

A. **Seller's Closing Documents.** At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser, the following:

(1) A special warranty deed as is customary in the Commonwealth of Pennsylvania duly executed by Seller conveying good and marketable title to the Realty, subject only to the Permitted Exceptions (which deed shall include the legal description from Seller's vesting deed);

(2) A duly executed Bill of Sale of all Personality;

(3) Originals of the Leases (and amendments thereto, if any, and all records and correspondence relating thereto) or copies, if originals are not available;

(4) A duly executed assignment and assumption in form acceptable to Purchaser's and Seller's counsel of all of Seller's right, title and interest in and to the Leases, Plans, Incidental Rights and Contracts (if any) (the "Assignment of Contracts");

(5) A certified updated rent roll for the Property as of the Closing Date including tenant, the designation and rentable square footage of the space occupied, the minimum rent, amount of security deposit and pre-paid rent (if any), the lease commencement date and the termination date;

(6) An executed estoppel certificate for each tenant of the Property, which estoppel certificate must be executed no earlier than thirty (30) days prior to the Closing Date in a form reasonably acceptable to Purchaser and shall not indicate any defaults under the applicable lease;

(7) A duly executed certificate required by Section 1445 of the Internal Revenue Code certifying that Seller is not a foreign person within the meaning of said Section 1445;

- (8) Any and all Resale Certificates, if any are required;
- (9) A duly executed and acknowledged affidavit stating that the representations and warranties of Seller set forth herein are true and correct as of the Closing Date in all material respects;
- (10) Any security deposits, including interest thereon, of the tenant under the Leases, which shall either be credited to Purchaser against the Purchase Price or a segregated account containing such amounts shall be assigned to Purchaser;
- (11) Documents of authority of Seller authorizing the transactions contemplated by this Agreement;
- (12) A notice to the tenants under the Leases notifying the tenant of the transaction described in this Agreement;
- (13) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Purchaser;
- (14) Any other documents the Title Company may reasonably require;
- (15) An electronic certificate of real estate value, transfer tax form, property transfer form, or similar document, if applicable, in substance reasonably satisfactory to Purchaser; and
- (16) The Closing Statement executed by Seller.

Seller further covenants that it will at any time, from time to time after Closing hereunder, upon request of Purchaser, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the consummation of the transaction contemplated hereby.

B. Purchaser's Closing Documents. At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

- (1) A duly executed Assignment of Contracts;
- (2) The balance of the Purchase Price remaining due at time of Closing;
- (3) The Closing Statement executed by Purchaser;
- (4) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement;
- (5) An electronic certificate of real estate value, transfer tax form, property transfer form, or similar document, if applicable, in substance reasonably satisfactory to Seller; and

(6) Such other instruments as may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

C. **Possession.** Possession of the Property shall be delivered by Seller to Purchaser at Closing, subject only to the rights of the tenants under the Leases.

D. **Tender.** Formal tender of an executed deed and purchase money is hereby waived.

16. **REAL ESTATE BROKERS.** Purchaser and Seller hereby warrant and represent to each other that they have not employed any broker or finder in connection with the transactions contemplated by this Agreement other than Arlington Group and that they have not had any dealings with any other person or entity which might entitle that person or entity to a fee or commission. Arlington Group shall be paid a commission by Seller if and when Closing occurs pursuant to a separate agreement. Purchaser and Seller shall each indemnify and hold the other harmless against any losses, costs or expenses (including reasonable attorney's fees) arising out of claims of any other broker or finder in connection with this transaction, the obligation for which was incurred by the indemnifying party. The provisions of this Section shall survive Closing or the earlier termination of this Agreement.

17. **ESCROW AGENT.** Purchaser and Seller have requested that the Deposit be held in escrow by Escrow Agent to be applied in accordance with this Agreement. Escrow Agent is merely responsible for the safe keeping of the Deposit and shall not be required to determine any questions of fact or law. Escrow Agent shall dispose of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall be protected in acting in good faith upon instruments and documents believed to have been signed by a proper person or persons, not only as to their due execution and the validity and effectiveness of their provisions, but also as to the truth and acceptability of any information therein contained. Escrow Agent shall not have any duties except as those which are expressly set forth herein. Escrow Agent shall not be bound by any notice of, or demand with respect to, any waiver, modification, or amendment of this Agreement, unless in writing, signed by all of the parties to this Agreement and, if the duties or responsibilities of Escrow Agent hereunder are effected, unless Escrow Agent shall have given its prior written consent thereto. Escrow Agent shall not be entitled to a fee for its services as Escrow Agent, nor shall it have any liability to either Seller or Purchaser for anything done or omitted to be done by it in good faith, its liability being limited solely to gross negligence or willful misconduct. In the event Escrow Agent is acting as counsel to either Seller or Purchaser, the parties expressly consent to the foregoing and waive any right to hereafter claim that the same in any way constitutes a conflict of interest. Furthermore, in the event that any dispute arises after the Agreement Date, said Escrow Agent shall not be precluded in any way from continuing to represent Seller or Purchaser, as applicable, in any matter regarding this Agreement.

18. **INTENTIONALLY OMITTED.**

19. **TAX DEFERRED EXCHANGE.** Either party may elect to exchange the Property for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue

Code of 1986 as amended ("Section 1031"), or Purchaser may elect to acquire the Property as replacement property for a like kind exchange. To exercise any rights under this Section, the party electing to utilize Section 1031 shall provide the other with a written statement stating its intent to enter into an exchange prior to the Closing Date. Either party's election to exchange, rather than sell or buy, the Property for other real estate of a like kind shall be at no cost or liability to the other party and shall not delay or extend the Closing Date. Should this Agreement become part of a Section 1031 transaction, the party electing to exchange the Property (the "Exchanger") hereby agrees that the other party may enforce any and all representations, warranties, covenants and other obligations of the Exchanger under this Agreement directly against Exchanger, and the other party agrees that the Exchanger may enforce any and all representations, warranties, covenants and other obligations of the other party under this Agreement directly against the other party.

20. GENERAL PROVISIONS.

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not herein referred to or incorporated. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

B. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their permitted respective successors and assigns. Purchaser shall have the right on or before the Closing Date to assign its interest hereunder to one or more persons or entities under the control of Purchaser; provided, however, Purchaser shall deliver written notice of such election to Seller at least ten (10) days prior to Closing. In furtherance of the foregoing, Seller acknowledges that Purchaser may not intend to take legal title to the Property, and that Purchaser may be acting on behalf of one or more to-be-formed single purpose entities controlled by Purchaser (each, a "Title Entity"). At or prior to Closing, Purchaser may assign its rights in and to this Agreement to one or more Title Entities. Upon such assignment, the same shall result in a "repudiation" of Purchaser's duties and obligations hereunder and a "novation" on the part of Title Entity to those duties and obligations, and Seller shall promptly execute any document required by Purchaser in order to accomplish the same. In lieu thereof, upon Purchaser's written request, Seller and Purchaser shall terminate this Agreement and simultaneously enter into an identical agreement of sale with a Title Entity selected by such Purchaser. In any event, Purchaser shall remain liable for all obligations of Seller under this Agreement after such assignment, repudiation, and/or novation.

C. **Notices.** All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(1) If to Purchaser:

Fred Beans
3960 Airport Boulevard
Doylestown, PA 18902
Telephone: 215 345-8270

With a copy to:
Kaplin Stewart
910 Harvest Drive
Blue Bell, Pennsylvania 19422-0765
Attention: Simi Kaplin Baer, Esquire
Email: skbaer@kaplaw.com
Fax: 610-684-2036

(2) If to Seller:

Kachel Associates, L.P.
601 Davisville Road
Willow Grove, Pennsylvania 19090
Attention: Marianne Barr, Managing Member of the general partner
of the Seller

With a copy to:
Kaplin Stewart
910 Harvest Drive, Suite 200
Blue Bell, Pennsylvania 19422
Attention: Joshua Steinberg, Esquire
Email: jsteinberg@kaplaw.com

Notices may also be given by email and shall be effective on the date transmitted if confirmed within twenty (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

D. Time of the Essence. All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of this Agreement.

E. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Agreement is held to be unenforceable because of the time period of such provision, the court making such

determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

F. **Captions.** The section captions contained herein are not a part of this Agreement. They are included solely for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

G. **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located without giving effect to the principles of conflict of laws.

H. **Recording.** In no event shall Purchaser have the right to record this Agreement or any memorandum hereof.

I. **Business Day.** If any deadline or date on which any Closing or notice is to be provided is a Saturday, Sunday or legal holiday (including, but not limited to, the expiration of the Investigation Period), the subject date shall be extended to the next following business day.

J. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Agreement by facsimile, portable document file ("PDF") or DocuSign shall have the same force and effect as the delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes.

K. **Exclusivity.** Seller agrees that, commencing on the Agreement Date and ending on the earlier of (i) the Closing Date or (ii) the earlier termination of this Agreement, Seller shall not: (a) negotiate for the sale of the Property through written letters or emails (provided, however, that communicating that the Property is subject to this Agreement shall be permitted hereunder), or (b) execute any written letters of intent or agreements of sale with a party other than Purchaser (or its affiliate or assignee) for the sale of the Property, in whole or in part.

L. **Waiver of Jury Trial.** SELLER AND PURCHASER, TO THE EXTENT THEY MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, SELLER AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR

RIGHT TO TRIAL BY JURY.

M. **Leaseback**. At the time of the Closing, Purchaser shall lease back to Seller a portion of the Property consisting of approximately twenty-five thousand (25,000) square feet (the "Lease Back Premises") pursuant to a lease which shall be negotiated during the Investigation Period (the "Lease Back Agreement"), which Lease Back Premises shall consist of approximately seven thousand three hundred forty (7,340) square feet of showroom space (the "Showroom") and approximately seventeen thousand two hundred fifty-three (17,253) square feet of warehouse space (the "Warehouse"). The Lease Back Agreement shall provide that Seller may occupy the Warehouse portion of the Lease Back Premises from Closing for a period of a maximum six (6) full calendar months, and the Showroom portion of the Lease Back Premises from Closing for a maximum period of eight full calendar (8) months (as applicable, the "Term"). During the Term of the Lease Base Agreement, the base rent shall be an amount equal to \$11.00 per square foot, triple net to the Purchaser/Landlord and Seller/Tenant shall pay all taxes, utilities and insurance cost applicable the Lease Back Premises (subject to customary carve-outs and exclusions therefrom), as well as a third-party property management fee of not more than 3% of the gross rent under the Lease Back Agreement. In addition, the Lease Back Agreement shall provide that Seller/Tenant shall have the right to surrender all or any portion of the Lease Back Premises to Purchaser/Landlord at any time after Closing by delivering thirty (30) days' advance notice of any planned reductions, in which event the base rent due under the Lease Back Agreement shall be adjusted on a per square foot basis as of the date of surrender of such portion of the Lease Back Premises by Seller/Tenant. In the event the Purchaser does not vacate the Lease Back Premises on or before the end of the applicable Term, the Seller/Tenant shall pay to Purchaser/Landlord, in lieu of the base rent described herein, an amount equal to: (i) one hundred twenty-five percent (125%) of the base rent due as of the expiration of the Term, prorated on a per diem, per square foot basis for each day that Seller holds over in the Lease Back Premises for the first calendar month of such holdover; (ii) one hundred fifty percent (150%) of the base rent due as of the expiration of the Term, prorated on a per diem, per square foot basis for each day that Seller holds over in the Lease Back Premises for the second calendar month of such holdover; (iii) one hundred seventy-five percent (175%) of the base rent due as of the expiration of the Term, prorated on a per diem, per square foot basis for each day that Seller holds over in the Lease Back Premises for the third (3rd) calendar month of such holdover; and (iv) two hundred percent (200%) of the base rent due as of the expiration of the Term, prorated on a per diem, per square foot basis for each day that Seller holds over in the Lease Back Premises from and after the date that is three (3) months after the expiration of the Term. All such holdover rental amounts shall be determined based upon the number of square feet in which Seller, as tenant of the Lease Back Premises, holds over. The Purchaser and Seller shall make a commercially reasonable effort to finalize the Lease within thirty (30) days after the date hereof. If, after making a commercially reasonable effort, the Purchaser and Seller are unable to agree on the Lease Back Agreement within the said thirty (30) days, either Seller or Purchaser may terminate this Agreement by written notice to the other delivered prior to the expiration of the Investigation Period (time being of the essence) and neither party shall have any obligation to the other hereunder. The Lease Back Agreement shall contain a commercially reasonable provision permitting the Purchaser, as landlord, to confess judgment for possession of the Lease Back Premises in the event of a default under the Lease Back Agreement or hold over by Seller, as tenant.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

SELLER:

KACHEL ASSOCIATES, L.P.

By: Kachel General LLC, its general partner

By: Marianne Barr
Name: Marianne Barr
Title: Managing Member

PURCHASER:

FRED BEANS

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

SELLER:

KACHEL ASSOCIATES, L.P.

By: Kachel General LLC, its general partner

By: _____
Name: Marianne Barr
Title: Managing Member

PURCHASER:

Fred W Beans
FRED BEANS

JOINDER OF ESCROW AGENT

THE UNDERSIGNED, the escrow agent named in the foregoing Agreement, hereby joins in such Agreement to evidence its agreement to hold the Deposit (as defined in the Agreement), and to otherwise perform its obligations as the escrow agent as provided for in such Agreement. The transmission of a signed counterpart of this Joinder by facsimile, portable document file ("PDF") or DocuSign shall have the same force and effect as the delivery of an original signed counterpart of this Joinder, and shall constitute valid and effective delivery for all purposes.

ESCROW AGENT:

LAND SERVICES USA, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF LAND

ALL THAT CERTAIN lot or tract of land, Situate In the Township of Upper Moreland, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a Plan of Property of Moe Henry Hanklin, et ux, et al, by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania, dated April 2, 1974, and recorded In and for the County of Montgomery In the Office for the Recorder of Deeds, In Norristown, Pennsylvania In Plan Book A-23 Page 70 as follows, to wit: BEGINNING at a point In the original center line of Davisville Road (varying In width) said point being at the distance of 1,091.78 feet, measured North 40 degrees 58 minutes 55 seconds East from the point formed by the intersection which the said original center line of Davisville Road makes with the Northeasterly side of New Street (35 feet wide) (produced); thence extending from the place of beginning along the original center line of Davisville Road, North 40 degrees 58 minutes 55 seconds East, 574.41 feet to a point; thence extending South 49 degrees 01 minute 05 seconds East crossing the Southeasterly side of Davisville Road, 530 feet to a point; thence South 40 degrees 58 minutes 55 seconds West, 635.18 feet to a point; thence North 49 degrees 01 minute 05 seconds West, 175.00 feet to a point; thence South 40 degrees 58 minutes 55 seconds West, 24.23 feet to a point on the Northeasterly side of a 30 feet wide easement for access; thence along the same, North 49 degrees 01 minutes 05 seconds West, 165.00 feet to a point; thence South 40 degrees 58 minutes 55 seconds West, 16.00 feet to a point on the center line of the said 30 feet wide easement for access; thence along the center line of the said easement, North 49 degrees 01 minute 05 seconds West and recrossing the Southeasterly side of Davisville Road, 100.00 feet to a point In the original center line of Davisville Road and place of beginning.

BEING Parcel No. 1 as shown on the above-mentioned Plan.

TOGETHER WITH the easement of a driveway for access to be used In common with the owners of land adjoining to the Southwest extending through premises; subject to the proportionate part of the expense and maintenance with the owners adjoining to the Southwest as set forth in Plan Book A-23 and Deed Book 3700 Page 398.

PARCEL NO. 59-00-04679-00-6

EXHIBIT "B"

CONTRACTS

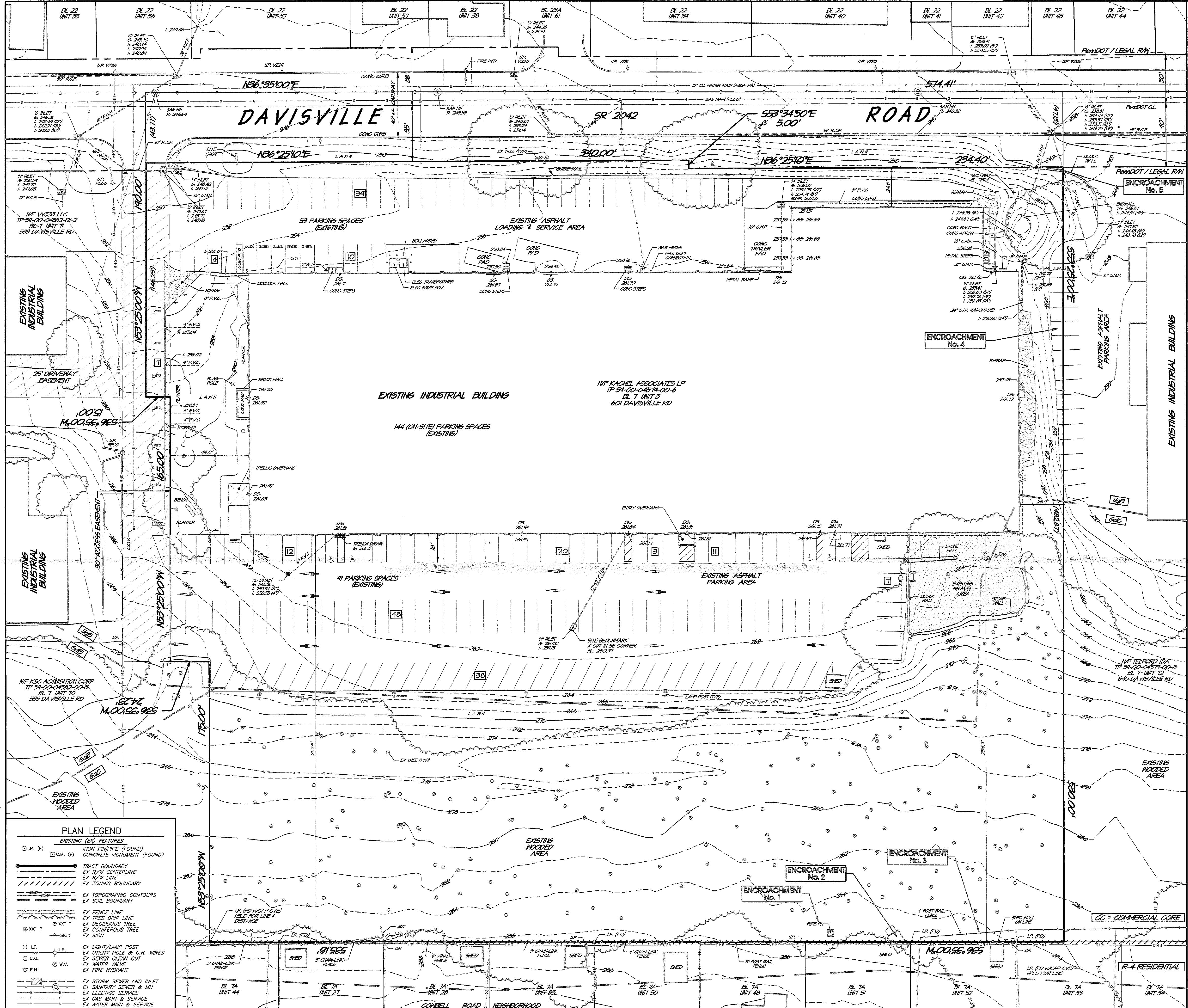
None.

EXHIBIT "C"

LEASES

1. Office Lease (Triple Net) by and between Seller, as master landlord, and Premier Office Solutions, Inc., as sublandlord, dated August 1, 2012.
2. Agreement of Sublease by and between Premier Office Solutions, Inc., as sublandlord, and Spadone Machine, LLC (as successor-in-interest to Spadone, LLC), as subtenant, dated December 19, 2024, as amended by that First Amendment to Agreement of Sublease dated June 25, 2024, and that Assignment, Assumption, and Consent of Agreement of Sublease.
3. Agreement of Sublease by and between Premier Office Solutions, Inc., as sublandlord, and Y2K9 Dog Sports Club, Inc., as subtenant, dated 2014, as amended by that First Amendment to Agreement of Sublease dated May 3, 2022.
4. License Agreement by and between Premier Office Solutions, Inc., as licensor, and Gotscho Printing Systems, Inc. (as successor-in-interest to Spadone Machine, Inc.) dated August 25, 2014, as amended by that Assignment, Assumption, and Consent Agreement and First Amendment to License Agreement dated May 23, 2019, and that Second Amendment to License Agreement dated February 19, 2022.

EXHIBIT "C"
Existing Conditions

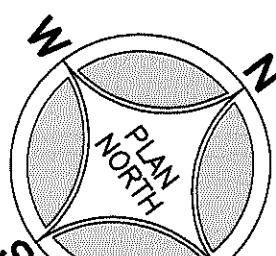


GENERAL PLAN NOTES

EXISTING FEATURES AND SURVEY NOTES:

- A field metes and bounds survey was performed by Charles E. Shoemaker, Inc. under the supervision of Keith A. Houser, PLS, and plan prepared by Woodrow & Associates, Inc. Survey performed without reference to a control point. Survey was performed using a total station with a rotation of +4 Deg 23 Min. 56 Sec. from Dead Bearing Basis to match Pennsylvania South Zone 3702 State Plane Coordinate Bearing Basis. Survey prepared during the month of June 2025.
- Horizontal datum used on NAD 1983, SPC 83 Pennsylvania (South), GEOD Model g2003u08 using Topcon TopNet Live Virtual Network System.
- A topographic and existing features survey was performed for this site by Charles E. Shoemaker, Inc. Survey performed without reference to a control point. Site Benchmark is an 'M' point in the top of existing 'M' inlet in the rear parking area of the site having an elevation of 260.98. Survey prepared during the month of June 2025.
- Vertical datum references provided by the PA Spatial Data Access system (PASDA). PASDA data is provided in the form of horizontal, NAVD88 vertical datum. Site Vertical Datum using Topcon TopNet Live Virtual Network System.
- This plan was prepared utilizing the following references:
 - Tax maps and deeds of record as obtained from the Recorder of Deeds online resources.
 - Existing Soils classification and mapping has been plotted from maps obtained from the USDA Web Soil Survey website (<http://websoilsurvey.sc.egov.usda.gov/>) unless otherwise noted.
 - Aerial imagery used for base plan reference provided by GeoMap, Inc. Imagery from flight dated June 19, 2024 updated Feb 22, 2024.
 - Plan entitled Plan of Property prepared for Alfred Angelo, Inc. by Charles E. Shoemaker, Inc. dated Aug. 17, 1982, last revised April 11, 1983. Dwg #UP-Mori-4-1915.
 - Plan entitled Amended Plan of Huntingdon Dale Section No. 3 by Charles E. Shoemaker, Inc. dated Nov. 18, 1955. Dwg #UP-Mor 654. Recorded in the Office of the Montgomery County Recorder of Deeds plan book A-2 page 15, dated Jan. 14, 1956.
 - Plan entitled Plan of Property prepared for Moe Henry Honkin, ET UX, ET AL by Charles E. Shoemaker, Inc. dated June 2, 1973, last revised Feb 1973. Dwg #UP-Mor 1-1325. Recorded in the Office of the Montgomery County Recorder of Deeds plan book A-21 page 15, dated May 7, 1973.
 - Plan entitled Plan of Property prepared for Moe Henry Honkin, ET UX, ET AL by Charles E. Shoemaker, Inc. dated June 21, 1974, last revised May 6, 1974. Dwg #UP-Mor 1-1362.
 - Plan entitled Plan of Property prepared for Moe Henry Honkin, ET UX, ET AL by Charles E. Shoemaker, Inc. dated April 2, 1974, last revised April 2, 1974. Dwg #UP-Mor 1-1404. Recorded in the Office of the Montgomery County Recorder of Deeds plan book A-21 page 15, dated April 2, 1974.
 - Plan entitled Drawings for Construction and Condensation of Right of Way L.R. No. 46994 Section No. 3 in Montgomery County prepared for Commonwealth of Pennsylvania Department of Highways by Blauvelt Engineering Co. Consulting Engineers dated Aug. 17, 1962.
 - There has been NO field investigation performed to verify any existence of any wetlands, waters of the U.S. or Commonwealth or Alluvial Soils at the time of the site survey.
 - This site is located within Flood Plain Zone 'X' (area determined to be outside the 0.2% annual chance flood event) as illustrated on Community Flood Number #2091-C-0313-C, effective date March 2, 2015 and prepared by the Pennsylvania Emergency Management Agency. No computational floodplain study has been performed for this plan.
 - All persons digging on this site shall comply with the requirements of Section 5 of PA Act 287 as amended by PA Act 181. State law requires a three (3) business day notice prior to any digging.
 - Existing subsurface utility information illustrated on these plans were based on visual field locations obtained as part of site survey operations. The information provided is representative of subsurface conditions only at locations and depths where such information was available. There is no expressed guarantee that these locations are representative of subsurface conditions at other unexplored locations. Accordingly, utility information shown should not be relied upon for construction purposes. It is incumbent upon the contractor to verify subsurface utilities prior to excavation.
 - Legal right(s)-of-way width are per deed reference, recorded plan, and PennDOT Highway data. Ultimate right(s)-of-way width are derived from Municipal Ordinances.
 - Subject property is zone 'CC - Commercial Core' as noted on the official Zoning Map.
 - This project shall be served by public water service(s) by Aqua Pennsylvania, Inc.
 - This project shall be served by public sanitary sewer service(s) by Upper Moreland-Hatboro Joint Sewer Authority.

REVISIONS



SEAL

PROJECT SERIAL NUMBER FOR DESIGN:
2025 1893953 06/18/25

Pennsylvania 811
A Facility Tuned for Pennsylvania

Parcel Information:

N/F: KACHEL ASSOCIATES LP
59-00-04579-00-6
Block 7 Unit 3
D.B.: 5843 Pg: 1179
601 Davisville Road

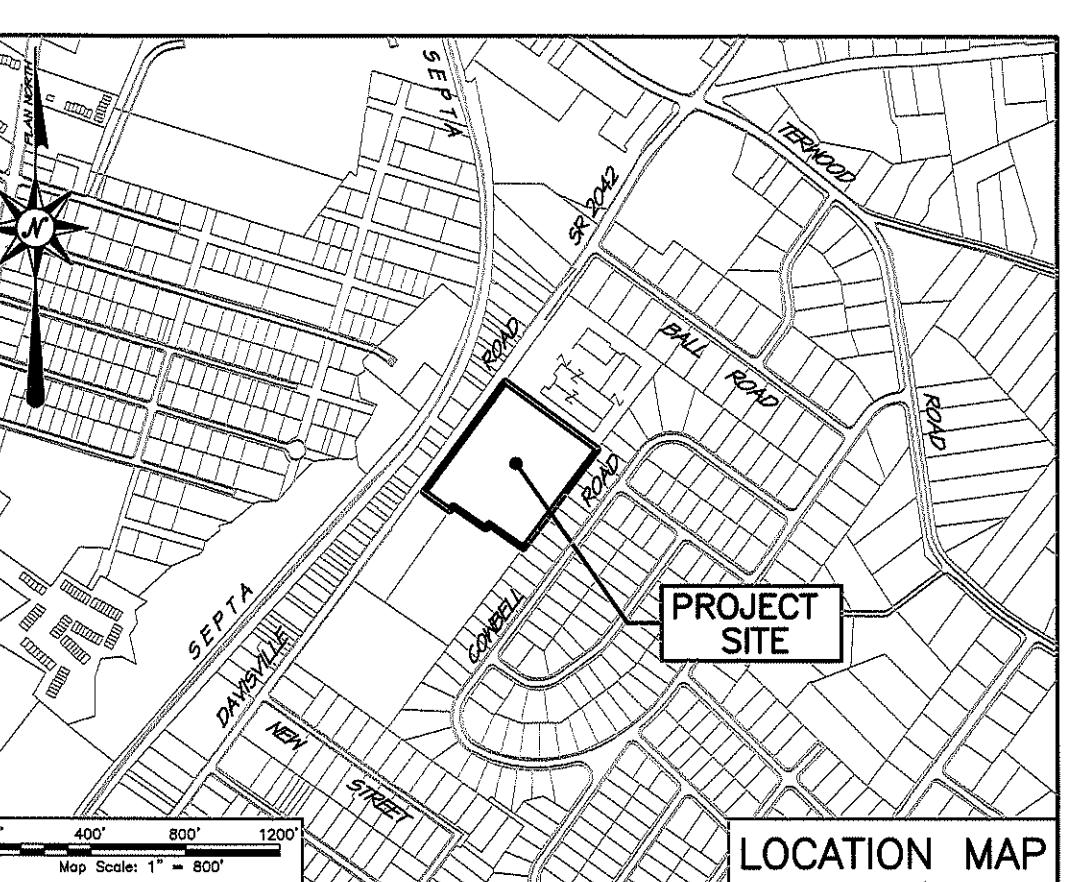
Deed Area: 6.7745 Ac.
Legal RW: 0.5933 Ac.
NET Area: 6.1812 Ac.

Applicant:
FRED BEANS AUTOMOTIVE GROUP
6300 Airport Blvd
Doylestown, PA 18902
(215) 348-2901

15' 0" 30'
Scale in Feet (1" = 30')
© COPYRIGHT 2025
WOODROW & ASSOCIATES, INC.
ALL RIGHTS RESERVED

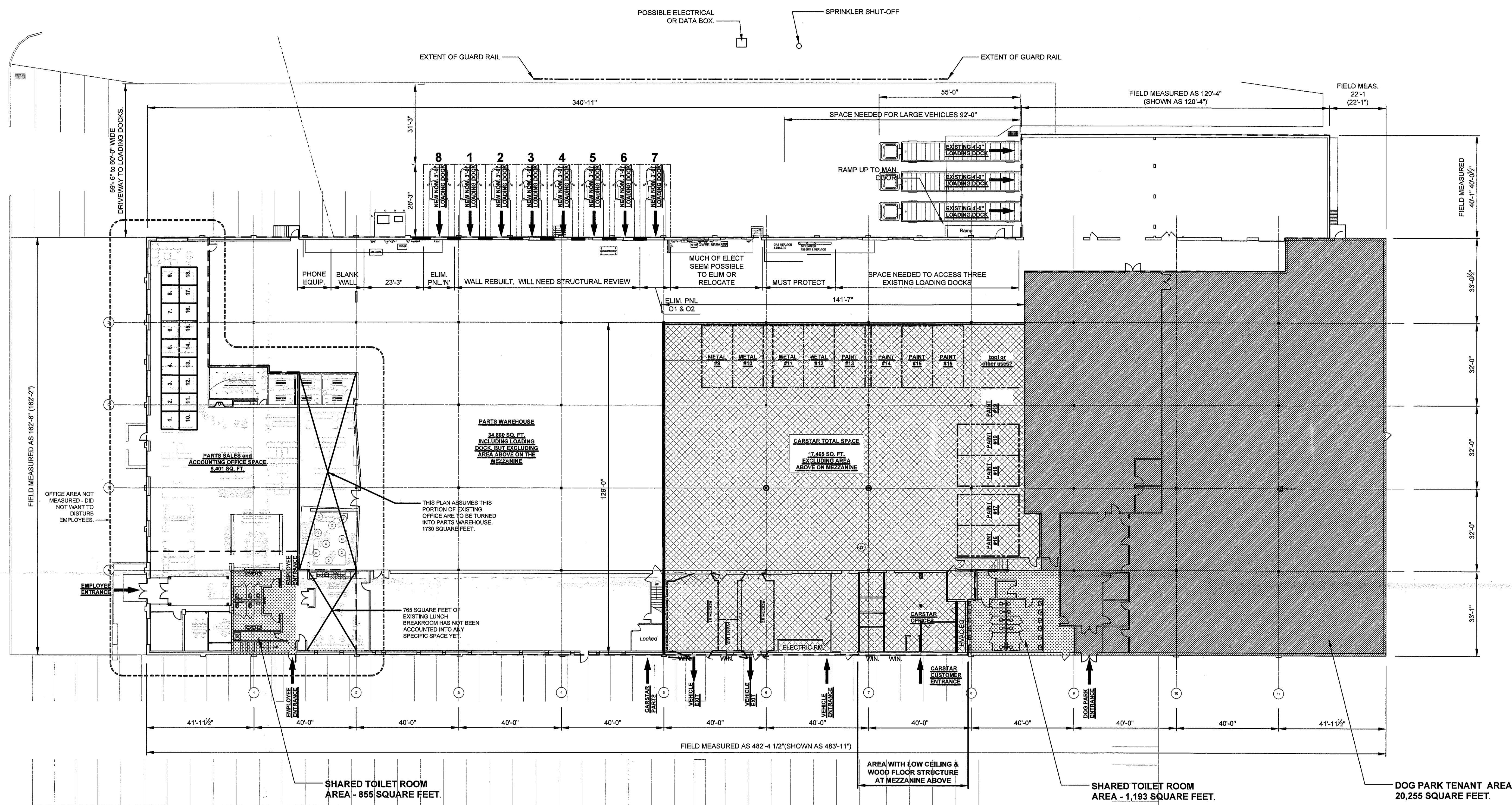
BOUNDARY and EXISTING FEATURES PROPERTY SURVEY PLAN
DAVISVILLE ROAD - MONTGOMERY COUNTY - PENNSYLVANIA
MUNICIPAL TOWNSHIP - MONTGOMERY COUNTY - PENNSYLVANIA
CIVIL CONSULTANT - WOODROW & ASSOCIATES, INC.
Upper Moreland Township - 1108 North Belvoir Street, Suite 5 - Lower Bldg - Phone: (215) 542-5648

Layer List:
Exh_Survey-2025
Job No:
25-0507 D
Plan Date:
JULY 07, 2025
Sheet No:
1 of 1



Map Scale: 1" = 800'

EXHIBIT "D"
Fit Out Plan



SCHEME 'L'

FLOOR PLAN

SCALE: 1" = 20'-0"

EXTON CARSTAR FLOOR PLAN

EATON CARSTAR
SCALE: 1" = 20'-0"
FOR REFERENCE ONLY
18.780 S.F.

This architectural floor plan illustrates the layout of a repair facility. The building is 169'-1" wide and 111'-1" deep. The layout includes:

- Left Side:** A large rectangular area containing the following sections from top to bottom: PRIMER PREP AREA, PRIMER PREP AREA, MASKING AREA, PAINT BOOTH, and DRYING CABIN. Above this area is a rounded rectangular space labeled PARTS AREA.
- Center:** A large rectangular area containing four sections: LIGHT BODYWORK REASSEMBLY #1, LIGHT BODYWORK REASSEMBLY #2, LIGHT BODYWORK REASSEMBLY #3, and LIGHT BODYWORK REASSEMBLY #4. Above this area is a rectangular space labeled ADAS/AUGMENTATION.
- Right Side:** A large rectangular area containing four sections: BODYWORK REPAIR BAY #1, BODYWORK REPAIR BAY #2, BODYWORK REPAIR BAY #3, and BODYWORK REPAIR BAY #4. Above this area are two rectangular spaces labeled REPAIR PLANNING DAY #2.
- Far Right:** A large rectangular area containing two sections: DETAIL BAY #2 and DETAIL BAY #1. Above this area is a rectangular space labeled REPAIR PLANNING DAY #2.
- Customer Area:** A small rectangular area containing the following sections from top to bottom: CUSTOMER LOUNGE, RECEPT CASHIER, and ADJUSTERS. Below this area is a rectangular space labeled TOOL AREA.
- Bottom:** A row of rectangular spaces labeled OFF, OFF, and OFF.
- Vertical Dimensions:** A vertical dimension line on the left indicates a height of 111'-1" from the bottom to the top of the building's height.
- Horizontal Dimensions:** A horizontal dimension line at the bottom indicates a width of 169'-1" across the building's footprint.

PRELIMINARY
NOT FOR BIDDING OR CONSTRUCTION
PRINTED AUGUST 18, 2025

**PROPOSED RENOVATIONS FOR
BEANS SUPPORT BUILDING
601 DAVISVILLE RD., UPPER MORELAND TWP.
WILLOW GROVE, PA**

JAMES NECKER ARCHITECT
14 NORTH YORK ROAD
WILLOW GROVE, PA 19090
(215) 657 8444 cell (215) 350-4058
EMAIL : jamecnecker.com

DATE
IN PROGRESS

SCHEME 'L' MAIN LEVEL

A-1

EXHIBIT "E"
Improvements Plan

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
JARED JACOBS
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

Community Development Committee Meeting – September 22, 2025

Agenda Item:

Walmart Storage Trailer Request for 2101 Blair Mill Road

Prepared By:

Paul E. Purtell, Director of Code Enforcement

Attachments:

PSU application, request letter and site plan

Background/Analysis:

Walmart has requested placement of 26 portable storage units for holiday inventory storage from October 1, 2025 to December 31, 2025. Upper Moreland Twp Code Chapter 240 permits up to 3 storage units at any one time on a non-residential parcel for a maximum 60 days. Applicant is asking for a temporary exception to the requirement.

Fiscal Impact/Source:

N/A

Alternatives:

N/A

Staff Recommendation:

The Committee recommends the Board of Commissioners approve the request at the Regular Meeting on October 6, 2025.

Equal Opportunity Employer

VISIT US ON THE WEB @ www.uppermoreland.org



Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090
215-659-3100
215-659-8899 (fax)
www.uppermoreland.org

Upper Moreland Township Portable Storage Unit, Dumpster & Construction Trailer Application

RECEIVED
SEP 15 2025
UPPER MORELAND
CODE ENFORCEMENT

I. PROPERTY OWNER

Name <i>Garrison Properties</i>	Address <i>636 Old York Road, 2nd Floor</i>
Phone # <i>215-305-8758</i>	City, State, Zip <i>Towertown, PA 19046</i>

II. Unit/Trailer owner SAME AS PROPERTY OWNER

Name <i>Perkins-T.P. Trailers, INC.</i>	Office # <i>610 495 4530</i>
Address <i>703 W Ridge Pier</i>	Cell # <i>610 960 3392 (Tom Sc.)</i>
City, State, Zip <i>Limerick, PA 19468</i>	Fax #

III. APPLICANT

OWNER

SAME AS OWNER

SAME AS UNIT/TRAILER

Name <i>WALMART Store #3564</i>	Relationship to owner <i>LESSEE</i>
Address <i>2101 Brain Mtn Rd</i>	Phone # <i>215 830 8370</i>
City, State, Zip <i>Willow Grove PA 19090</i>	Fax # <i>Luis U. 267 650 7137 *ceu</i>

IV. LOCATION (include site plan)

Address <i>2101 Brain Mtn Rd, Willow Grove, PA 19090</i>
--

Storage Unit * 074-33 40ft Dates: *10/01/2025 - 12/31/2025*

Construction Trailer Dates:

Dumpster * Dates:

Renewal for additional 30 days Dates:

in magnet

Please review and sign the attached Rules & Regulations.

Applicant Signature: *[Signature]* Date: *09 115 12025*

PERMIT FEE

Total Permit Fee: \$

1320.00

*Storage Units & Dumpsters: \$40.00 per unit for the 1st 60 days; \$20.00 for each additional 30 days.

Construction Trailers:

Residential: \$30.00 per trailer for the 1st 60 days; \$20.00 for each additional 30 days

Commercial: \$55.00 per trailer for six months per trailer; \$20.00 each additional six months

Per Ordinance # 1726; copy available

TOWNSHIP REVIEW

Permit #	Zoning District:	Reviewed By:	Approved By:
----------	------------------	--------------	--------------

PSU, Dumpster & Trailer

Portable Storage Unit (PSU) Construction Trailer & Dumpster Rules & Regulations

- All permits are valid for a period of 60 days. Prior to the expiration date a renewal application with fee shall be submitted to the Code Enforcement Office.
- Residential PSU's are limited to 20' in length & 10' in height. Commercial PSU's are limited to 40' in length and 10' in height.
- Residential Construction Trailers are limited to 20' in length. Commercial Construction Trailers are limited to 40' in length.
- No residential parcel may have more than one (1) PSU or Dumpster at a time. No more than two (2) PSU's or one (1) Construction Trailer shall be placed on a non-residential property at one time. Upon application, up to three (3) PSU's and two (2) Construction Trailers may be kept on a development sight.
- No PSU, Construction Trailer or Dumpster shall be kept on a public street for more than five (5) days. Reflectors and/or flashing lights shall be used to make the PSU or Dumpster more visible to drivers. A PSU or Dumpster may not create a sight obstruction. All material to be placed inside Dumpster.
- All PSU's, Construction Trailers and Dumpsters shall be stored on a paved surface or at the discretion of the Code Enforcement Official.
- PSU's and Construction Trailers shall be kept locked at all times.

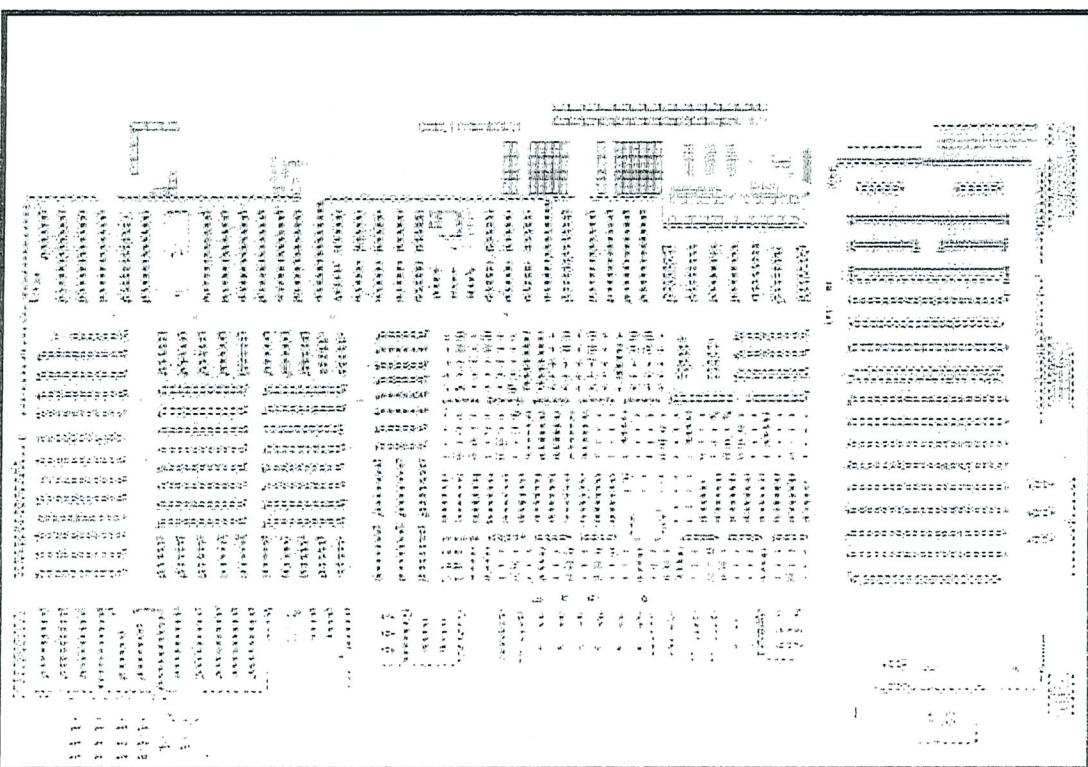
I have read and agree to abide by the Rules & Regulations for PSU's, Construction Trailers and Dumpsters, as adopted in ord. # 1726:

Name (print) Luis Henrique

Signature:  Date: 01/15/2025

Trailer Map and Schedule 2025

706	714	720
705	713	719
704	712	718
703	711	717
702	708	716
701	707	715
Garden Center		
723	726	729
722	725	728
721	724	727
Back of Building		
731	733	735
730	732	734



The map illustrates the layout of the trailer park. The 'Garden Center' is located in the lower-left corner. The 'Back of Building' is a rectangular area in the center. 'Common Areas' are indicated by dashed lines and include a central paved area, a laundry facility, and several parking lots. Individual trailers are represented by small rectangles with their respective numbers. The map shows the relative positions of all trailers and common facilities.

Dear Board of Commissioners,

I am writing to formally request a waiver for the use of thirty-three (33) 40-foot trailers from October 1 through December 31. This request is made to support our increased operational needs during the peak season, ensuring timely and efficient availability of goods.

Details of Request:

- Number of Trailers: 33
- Trailer Size: 40 feet
- Requested Period: October 1, 2025 to December 31, 2025
- Purpose: To accommodate heightened shipping and logistics demands during the holiday season, minimize delays, and maintain service levels for our customers.

We understand the importance of compliance with all relevant regulations and are committed to adhering to all safety and operational guidelines during this period. Granting this waiver will enable us to better serve our community and meet the increased demand efficiently.

Thank you for considering our request. Attached is a site map detailing trailer placement. Please let us know if additional information or documentation is required.

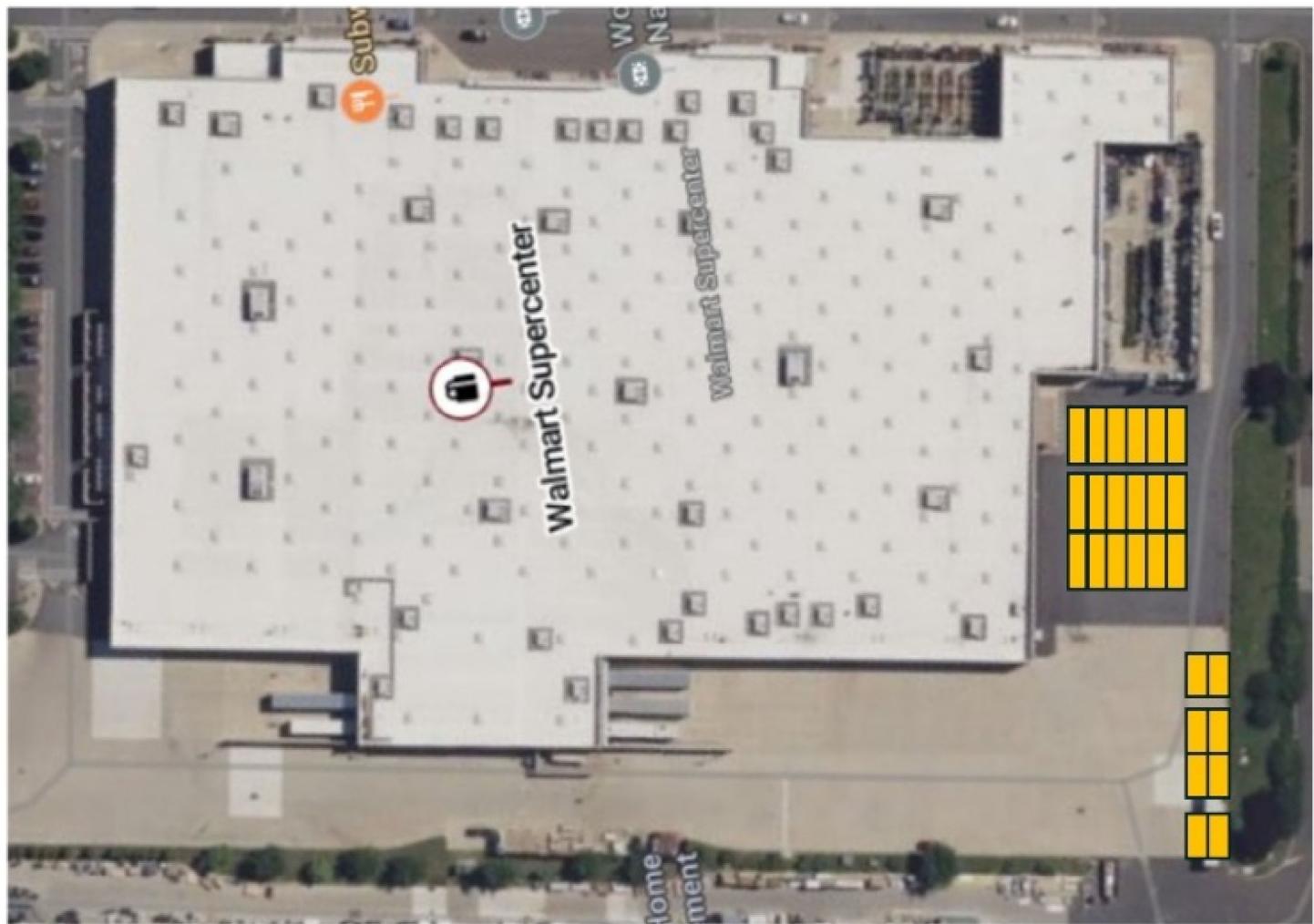
Sincerely,

Luis Uriarte
Food and Consumables Coach
Walmart Store 3564
2101 Blair Mill Rd.
Willow Grove, PA 19090
Phone: 267-650-7137 Work: 215-830-8370

2025 Trailer Planning Map

Willow Grove Walmart

2101 Blair Mill Rd
Willow Grove PA
18974



OPINION OF PROBABLE COST

PROJECT: 2400193 DAVISVILLE-YORK AMENITY SPACE
 LOCATION: 98 N YORK RD. WILLOW GROVE, PA
 DESCRIPTION: DAVISVILLE-YORK POCKET PARK
 DATE: 8/29/2025

PREPARED BY: CG/JH



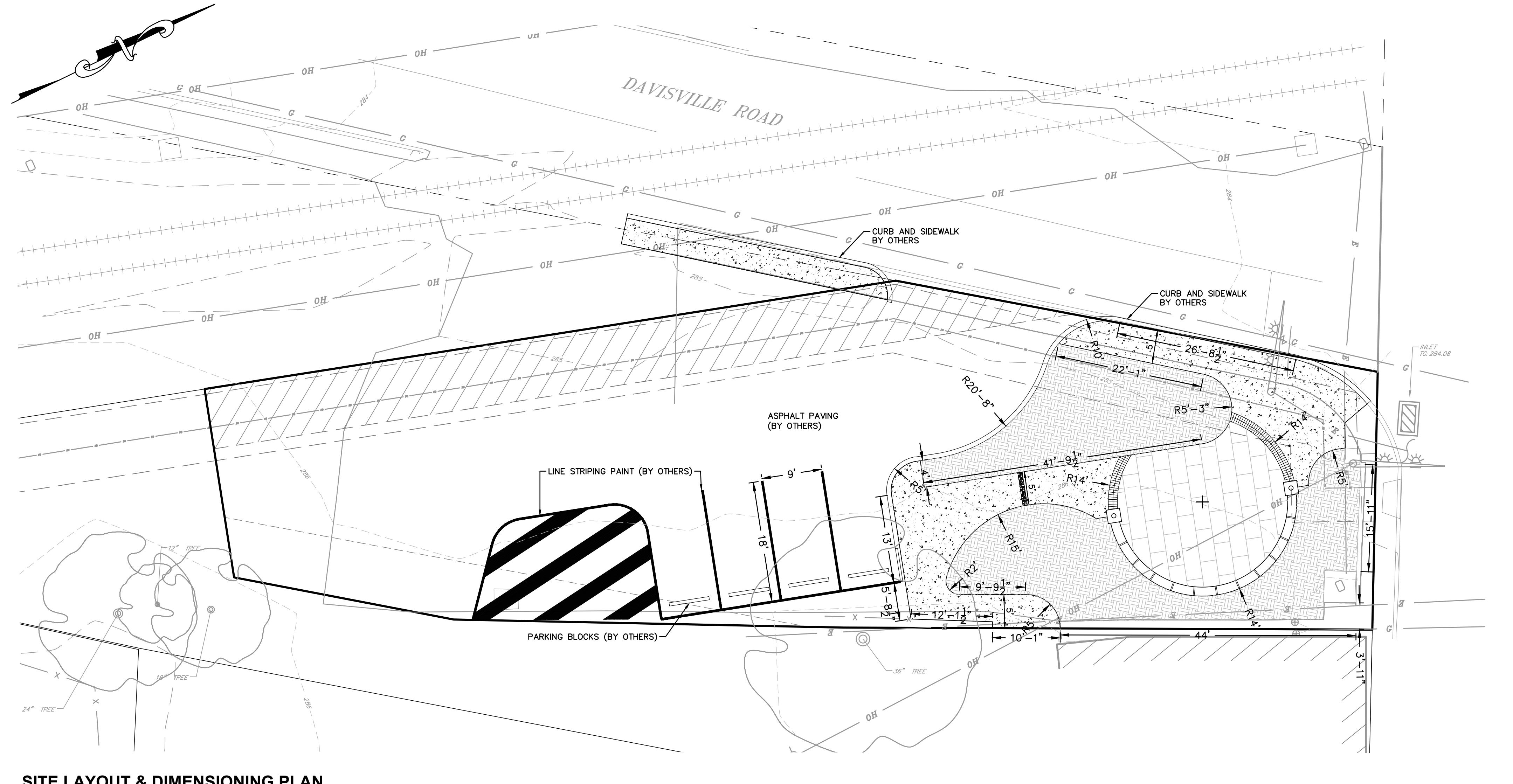
GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

PARK IMPROVEMENTS

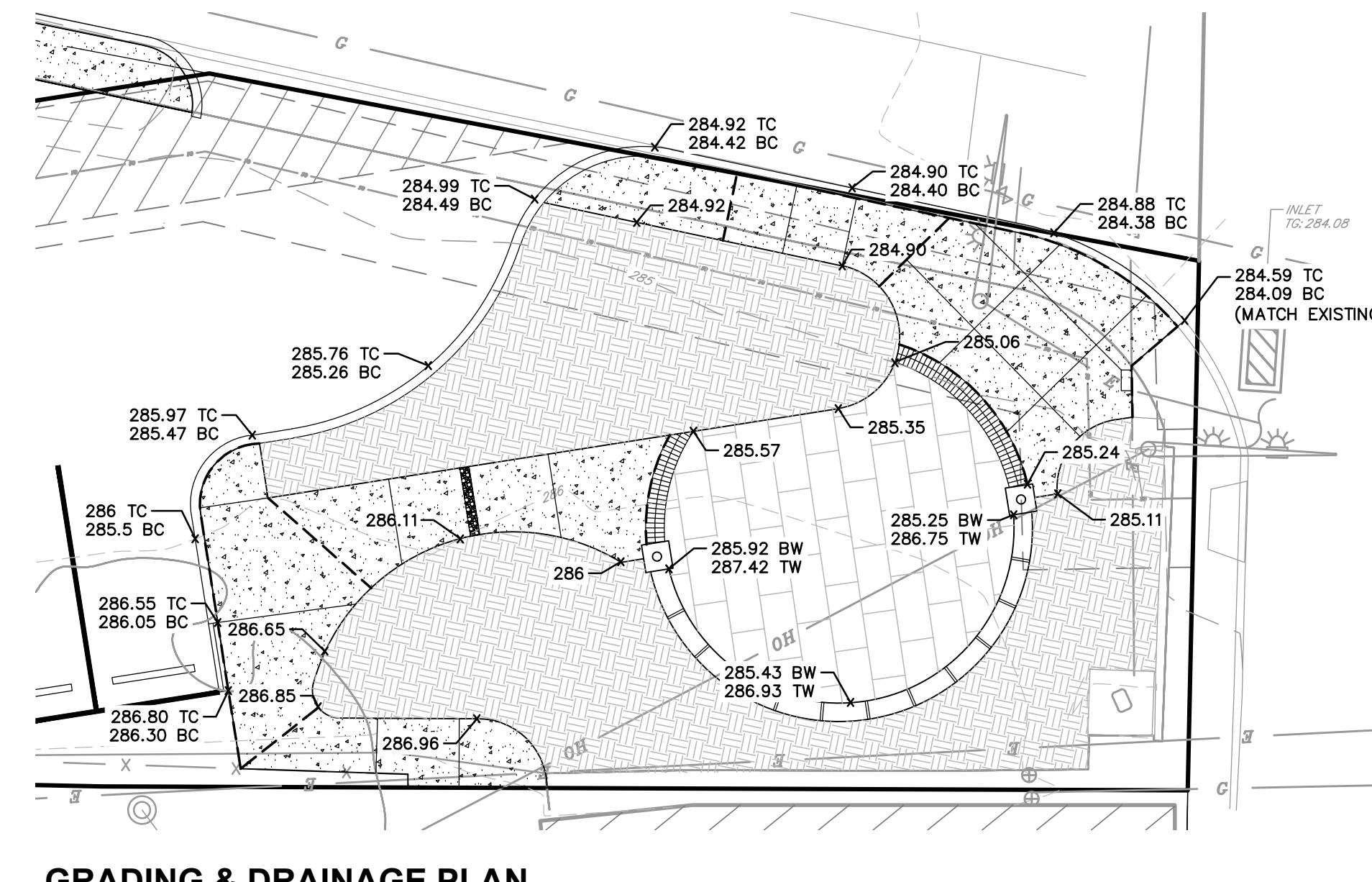
ITEM				TOTAL	
NO.	DESCRIPTION	NO.	UNIT	\$/UNIT	COST
A	PEDESTRIAN WALKWAYS & SEATING AREA				
1	STAMPED CONCRETE OR FLAGSTONE	460	SF	\$45.00	\$20,700.00
2	STANDARD CONCRETE SIDEWALK	745	SF	\$30.00	\$22,350.00
3	BRICK BAND	24	LF	\$100.00	\$2,400.00
4	TRENCH DRAIN & DRAINAGE CONNECTIONS	1	LS	\$5,000.00	\$5,000.00
5	ADA RAMPS	2	EA	\$4,000.00	\$8,000.00
6	CONCRETE CURB	116	LF	\$100.00	\$11,600.00
PAVEMENT TOTAL					\$70,050.00
B	SITE AMENITIES				
1	STONE VENEER PILLARS, SEAT WALL & CAP	1	EA	\$10,000.00	\$10,000.00
2	SOLAR CHARGING TABLE	1	EA	\$8,500.00	\$8,500.00
SITE AMENITIES TOTAL					\$18,500.00
C	LANDSCAPE				
1	TREES	3	EA	\$600.00	\$1,800.00
3	SHRUBS	37	EA	\$100.00	\$3,700.00
4	PERENNIALS	67	EA	\$45.00	\$3,015.00
5	PLANTING SOIL (18" DEPTH)	70	CY	\$40.00	\$2,800.00
6	MULCH (3" DEPTH)	12	CY	\$60.00	\$720.00
7	DRAINAGE/PIPING/TRENCH DRAINS	1	LS	\$3,500.00	\$3,500.00
LANDSCAPE TOTAL					\$15,535.00
D	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL					\$114,085.00
CONTINGENCY (15%)					\$17,112.75
TOTAL COST					\$131,197.75

NOTE: All costs are in 2025 dollars and are for budgetary purposes only.

* Public works to do demoition, asphalt parking area pavement, and line striping.



SITE LAYOUT & DIMENSIONING PLAN



GRADING & DRAINAGE PLAN

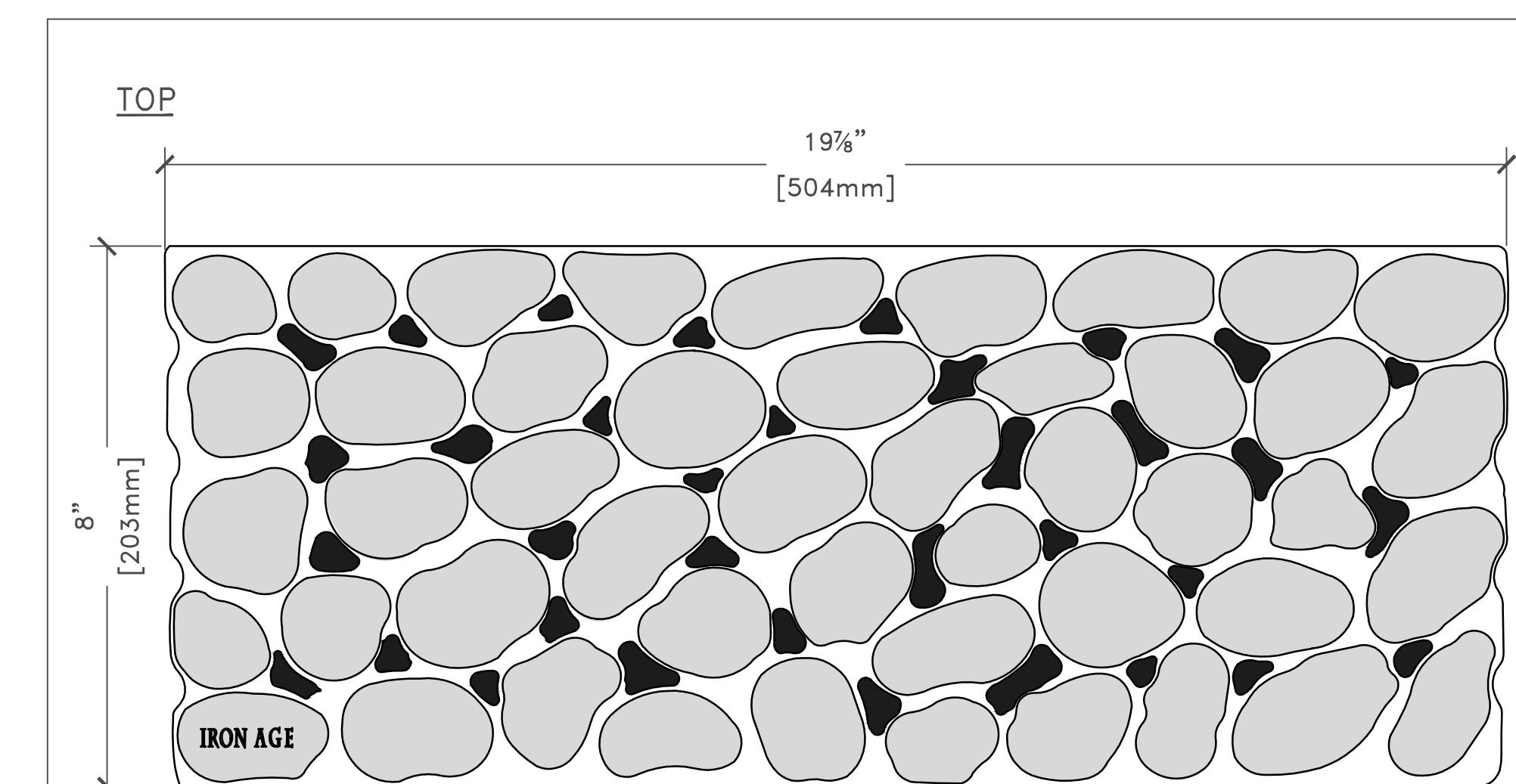
PENNSYLVANIA ONE CALL SYSTEM, INC.

925 Irwin Run Road
West Mifflin, Pennsylvania
15222 - 1078



BEFORE YOU DIG ANYWHERE IN
PENNSYLVANIA CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAW REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,
DRILL, BLAST OR DEMOLISH
GILMORE & ASSOCIATES INC. HAS OBTAINED A PA-ONE CALL
SERIAL NUMBER AS NOTED HEREON FOR DESIGN PURPOSES ONLY.

SERIAL NO. #0000000004

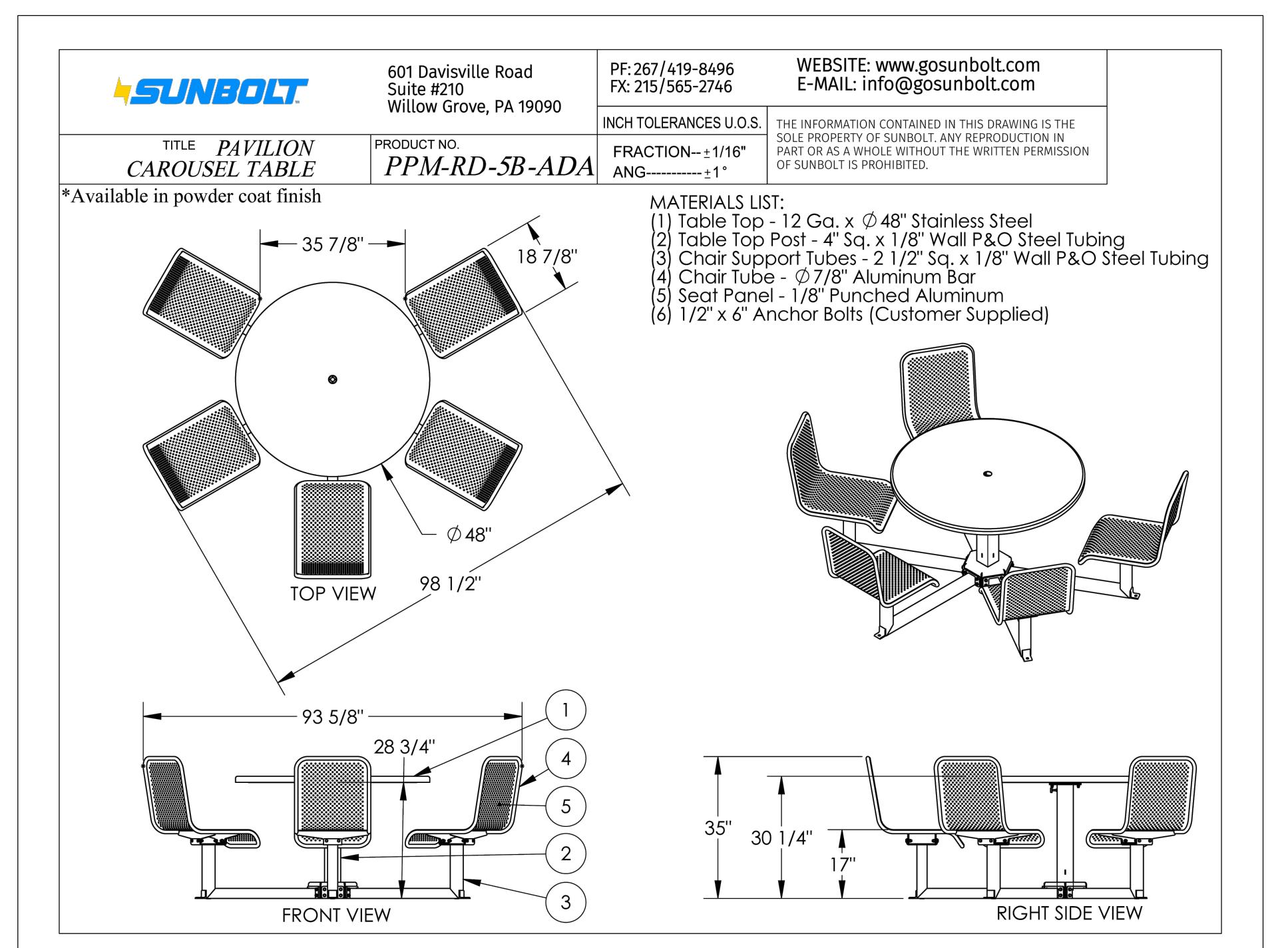
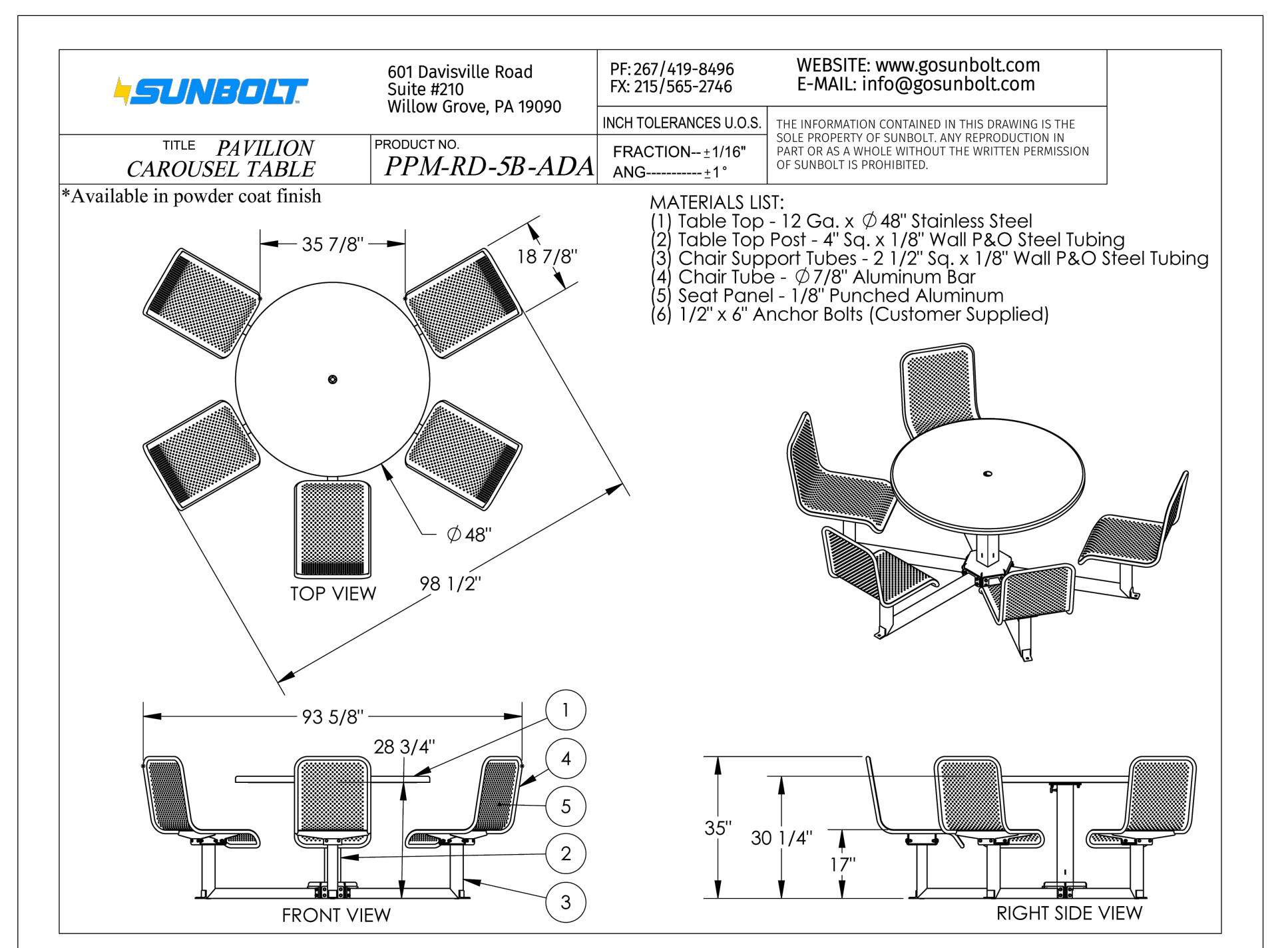


IRON AGE
DESIGNS
2104 SW 152nd st #4
Burien, WA 98166
206.276.0925
206.257.0318
drawing no. RR.I.08x20
21.Cr 20C 8" x 20" C.C.C. C.C.C. drawn by: JH
scale: NTS
date: 03/11/13

NOTES:

1. Material: cast iron
2. Natural finish
3. Total thickness: $\frac{3}{4}$ "
4. Fits drain channels manufactured by: NDS; 8" Pro Series
5. No openings greater than 1/2"
6. Free Drain Area = less than 6%
7. Due to casting inconsistencies, all dimensions are nominal.

© 2013 Iron Age Designs



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

PROJECT NO.: 2400193

OWNERS INFO:
OWNER NAME: **###-##-##**
OWNER ADDRESS: **###-##-##**
CITY, STATE ZIP: **###-##-##**

MUNICIPAL FILE NO.: **###-##-##**

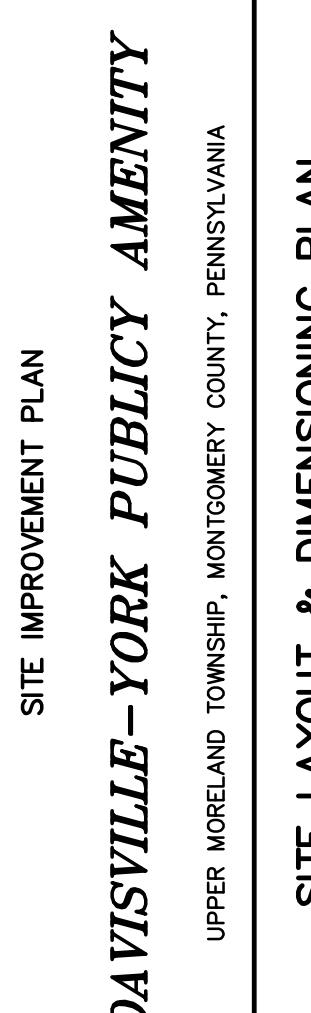
TAX MAP PARCEL NO.: 590019531003

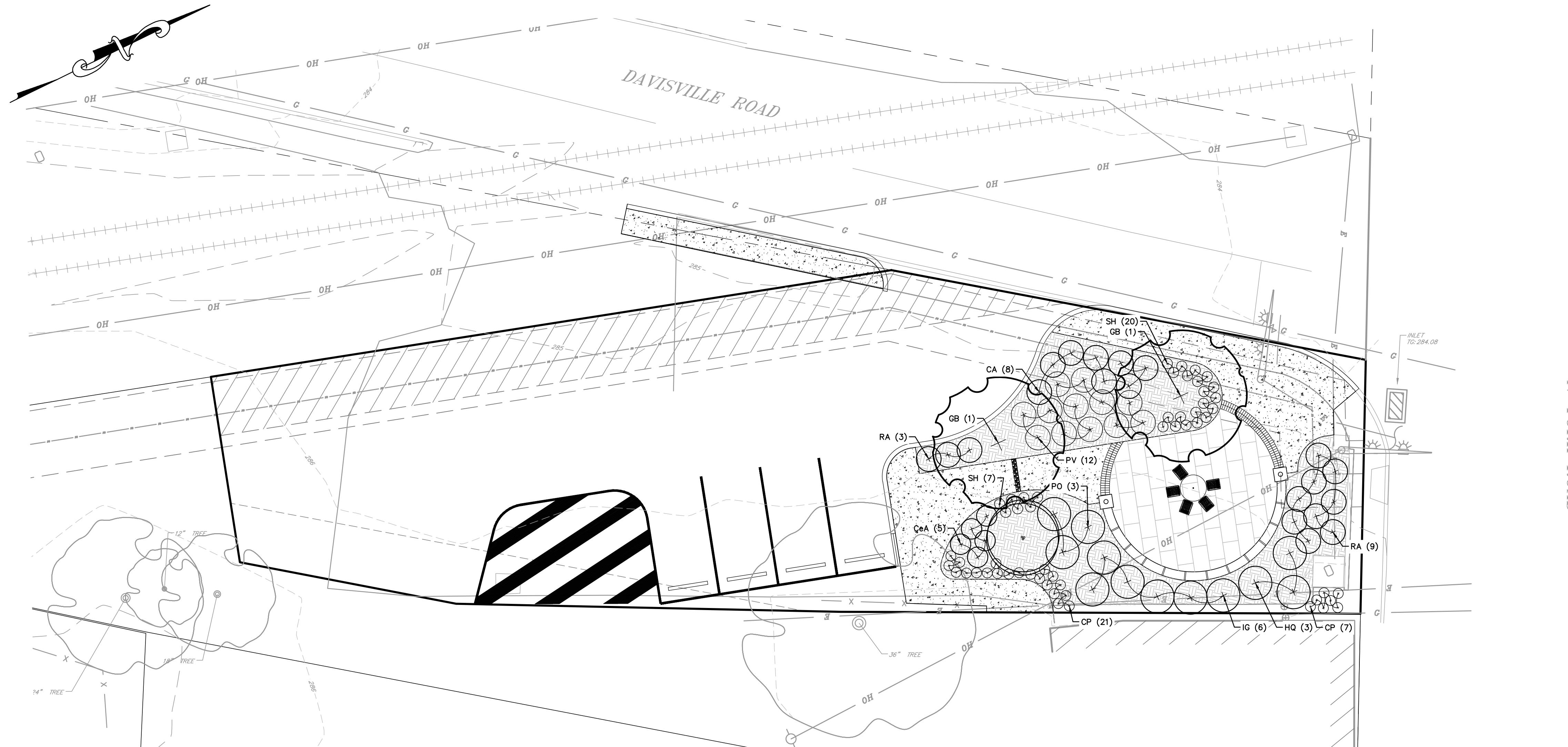
TOTAL AREA: 17 AC. TOTAL LOTS: 1

DATE: 01/06/25 SCALE: 1"-10'

DRAWN BY: CEG CHECKED BY: XXX

SHEET NO.: 2 OF 3





1 TREE PLANTING DETAIL

NOT TO SCALE



PENNSYLVANIA ONE CALL SYSTEM, INC.

925 Irwin Run Road
West Mifflin, Pennsylvania
15222 - 1078

BEFORE YOU DIG ANYWHERE IN
PENNSYLVANIA! CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAW REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,
DRILL, BLAST OR DEMOLISH

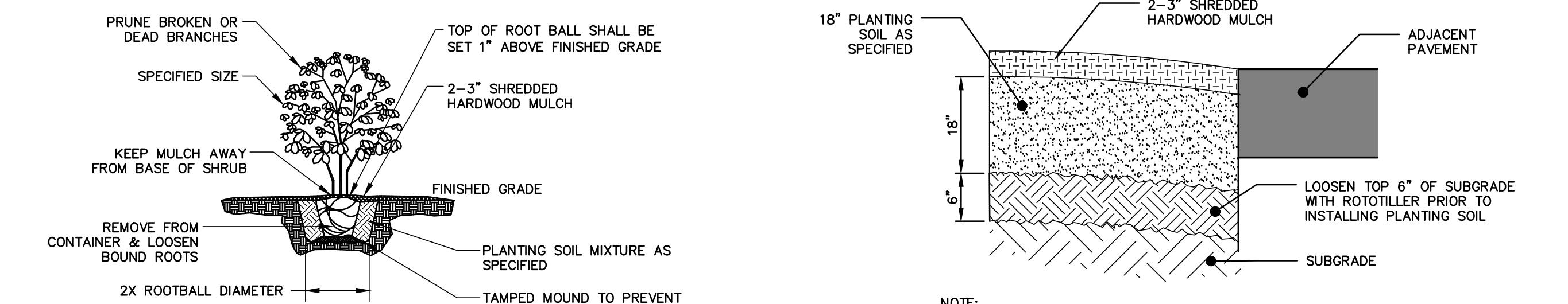
GILMORE & ASSOCIATES INC. HAS OBTAINED A PA-ONE CALL
SERIAL NUMBER AS NOTED HEREON FOR DESIGN PURPOSES ONLY.
SERIAL NO. #0000000004

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
TREES						
GB	2	Ginkgo biloba 'Golden Colonade'	Ginkgo	2"- 2 1/2" Cal.	B&B	
CC	1	Cercis canadensis	Eastern Redbud	2"- 2 1/2" Cal.	B&B	
SHRUBS						
PO	3	Physocarpus opulifolius	Common Ninebark	36" Min.	Cont.	
CA	8	Clethra alnifolia	Summerweet	36" Min.	Cont.	
RA	12	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	36" Min.	Cont.	
IG	6	Ilex glabra	Inkberry Holly	36" Min.	Cont.	
HQ	3	Hydrangea quercifolia	Oakleaf Hydrangea	36" Min.	Cont.	
Cea	5	Ceanothus americanus	New Jersey Tea	24"-36"	Cont.	
PERENNIALS						
CP	28	Carex pensylvanica	Pennsylvania Sedge	#1		
PV	12	Panicum virgatum "Shenandoah"	Switchgrass	#1		
SH	27	Sporobolus heterolepis	Prairie Dropseed	#1		

2 SHRUB PLANTING AND SHRUB BED PREPARATION

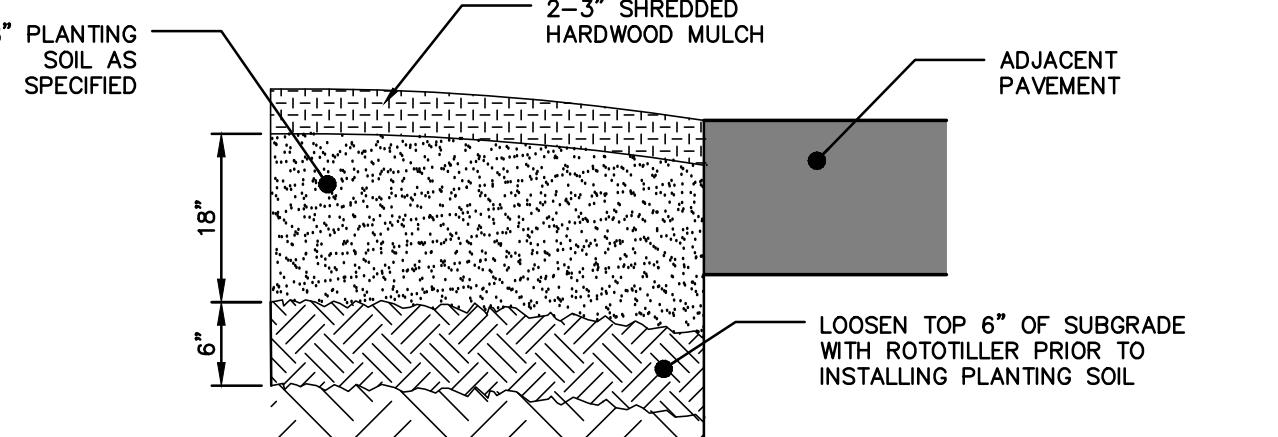
NOT TO SCALE



3 PLANTING BED PREPARATION DETAIL

NOT TO SCALE

NOTE: PLANTING SOIL SHALL BE PLACED IN ACCORDANCE WITH DETAIL
WITHIN ALL PLANTING AREAS



GENERAL LANDSCAPE NOTES

- PLANT MATERIAL SHALL BE FURNISHED AND INSTALLED AS INDICATED INCLUDING ALL LABOR, MATERIALS, PLANTS, EQUIPMENT, INCIDENTALS AND CLEAN UP.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AT CORRECT GRADES AND ALIGNMENT.
- PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, WELL DEVELOPED BRANCHES, BE DENSELY FOLIATED, HAVE VIGOROUS ROOT SYSTEMS AND BE FREE OF DEFECTS AND INJURIES.
- ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETERIMENTAL TO THE WELFARE OF THE PLANT MATERIAL SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF PLANT MATERIAL.
- ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN VIGOROUS GROWING CONDITION. PROVISIONS SHALL BE MADE FOR A GUARANTEE OF AT LEAST ONE (1) YEAR FOR TREES AND SHRUBS. REPLACEMENT SHALL BE MADE AT THE BEGGINING OF THE FIRST SEASON FOLLOWING PLANTING. ALL REPLACEMENTS SHALL HAVE A GUARANTEE EQUAL TO THAT STATED ABOVE.
- INSO FAR AS IT IS PRACTICABLE, PLANT MATERIALS SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT NOT PLANTED PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE (3) DAY PERIOD AFTER DELIVERY.
- QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH THE 2014 "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN INC., OR LATEST EDITION.
- ALL PLANTS SHALL BE PLANTED IN TOPSOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACK FILLING PROGRESSES. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOD, STIFF CLAY, LITTER, ETC., SHALL BE USED FOR PLANTING.
- PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE. PLANTING OPERATIONS SHALL OCCUR BETWEEN APRIL 1, THROUGH JUNE 15 AND SEPTEMBER 1 THROUGH NOVEMBER 1 OF EACH CALENDAR YEAR. IF FAVORABLE PLANTING CONDITIONS EXTEND BEYOND DATES INDICATED HEREIN, AN EXTENSION MAY BE GRANTED BY THE LANDSCAPE ARCHITECT RESPONSIBLE FOR THESE PLANS.
- SET ALL PLANTS PLUMB AND STRAIGHT. SET AT SUCH A LEVEL THAT AFTER SETTLEMENT, A NORMAL OR NATURAL RELATIONSHIP TO THE CROWN OF THE PLANT WITH THE GROUND SURFACE WILL BE ESTABLISHED. LOCATE PLANT IN THE CENTER OF THE PLANTING PIT.
- EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE TO PRESERVE NATURAL CHARACTER OF THE PLANT. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
- LANDSCAPING CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO PLACEMENT OF LANDSCAPE MATERIAL. CONTRACTOR SHALL NOT PLACE LANDSCAPING MATERIAL ON TOP OF UTILITY PIPING.
- PLAN QUANTITIES SUPERSEDE PLANT LIST.
- THE LANDSCAPE PLAN IS INTENDED FOR LANDSCAPE PURPOSES ONLY.

REV.	DESCRIPTION	DATE	BY

SITE IMPROVEMENT PLAN

DAVISVILLE-YORK PUBLIC AMENITY

UPPER MORELAND TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES	60 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-0300 • www.gilmore-associates.com
© 2023 GILMORE & ASSOCIATES, INC. ALL RIGHTS RESERVED	ONLY THOSE PLANS INCORPORATING THE PROFESSIONAL SEAL SHOULD BE CONSIDERED OFFICIAL AND RELIED UPON BY USER. THIS PLAN IS PREPARED OFFICIALLY FOR THE BENEFIT OF THE CONTRACTOR. USE OF THIS PLAN BY ANYONE OTHER THAN THE CONTRACTOR IS PROHIBITED. NO PART OF THE PLAN MAY BE COPIED, REPRODUCED, OR REPROCESSED WITHOUT THE CONSENT OF GILMORE & ASSOCIATES, INC.

NOT APPROVED FOR CONSTRUCTION

EXISTING FEATURES LEGEND

N51°38'53" W 120.01'	EXISTING PROPERTY BOUNDARY
	EXISTING PROPERTY ADJOINER
	EXISTING CURB
	EXISTING EDGE OF PAVING
	EXISTING BUILDING
	EXISTING PENNDOT LEGAL ROW
	EXISTING PENNDOT ULTIMATE ROW
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING TREE LINE
	EXISTING FENCE
	EXISTING SANITARY MANHOLE
	EXISTING STORM INLET
	EXISTING STORM MANHOLE
	EXISTING UTILITY POLE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING GAS LINE
	EXISTING WATER LINE
	TREE PROTECTION FENCE

PROJECT NO.: 2400193	OWNER INFO: OWNER NAME: OWNER ADDRESS: CITY, STATE, ZIP: ####-##-##
	MUNICIPAL FILE NO.: #####-####
	TAX MAP PARCEL NO.: 590019531003
TOTAL AREA: 17 AC.	TOTAL LOTS: 1
DATE: 01/06/25	SCALE: 1"-10'
DRAWN BY: CEG	CHECKED BY: XXX
SHEET NO.: 3 OF 3	

10 0 10 20
SCALE IN FEET
1"-10'

3 OF 3



PERMITS

Type	# of Apps. Created	# of Permits Issued	Estm. Cost of Issued	Revenue Collected
Holding Tank	0	0	\$0.00	\$0.00
Commercial Zoning Use	6	5	\$0.00	\$375.00
Plumbing	10	12	\$96,446.00	\$914.00
Trailer	2	2	\$0.00	\$150.00
Building	56	53	\$923,870.94	\$17,504.00
Well	0	0	\$0.00	\$0.00
Electrical	25	20	\$694,349.44	\$17,640.00
Mechanical	13	11	\$99,746.00	\$1,644.50
Public Works	7	3	\$3,700.00	\$62.00
Fire	78	37	\$324,200.00	\$13,779.50
Garage Sale	1	1	\$0.00	\$10.00
Bulk Pick Up	51	51	\$0.00	\$1,308.00
Grading	2	2	\$56,200.00	\$49.00
Sign	1	1	\$0.00	\$80.00
Miscellaneous	19	6	\$0.00	\$600.00
Totals:	271	204	\$2,198,512.38	\$54,116.00

CONTRACTORS

Commercial

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	2	0	\$150.00
Mechanical Contractor	1	0	\$75.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	4	0	\$300.00
General Contractor	4	0	\$300.00
Totals:	11	0	\$825.00

Residential

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

Home Improvement

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2025-08-01 to 2025-08-31 23:59:59

Date Printed: 09/04/2025

Electrical Contractor	2	0	\$0.00
General Contractor	7	0	\$0.00
Totals:	9	0	\$0.00

Uncategorized Subtype

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

PERMIT INSPECTIONS

Total Inspections:	92
--------------------	----

LICENSING

Type	# of New Licenses	# of Renewals	Revenue Collected
Massage	0	0	\$0.00
Billboard	0	0	\$0.00
Sandwich Sign	0	0	\$0.00
Recreational Trailer	0	0	\$0.00
Home Occupancy Zoning Use	2	1	\$150.00
Amusement License	0	0	\$0.00
Totals:	2	1	\$150.00

LAND DEVELOPMENT

Type	# of Apps. Created	Revenue Collected
Conditional Use	0	\$0.00
Zoning Change	0	\$0.00
Land Development	0	\$0.00
Public Hearing	2	\$800.00
Subdivision	0	\$0.00
Totals:	2	\$800.00

CODE ENFORCEMENT

Type	# of Complaints
Work Without Permit	0
Exterior Maintenance	7
Trash and Debris	2
High Grass	3
Misc	3
Totals:	15

CASHIERING

Type	# of Transactions	Revenue Collected
Total Transactions	0	\$0.00
Totals:	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2025-08-01 to 2025-08-31 23:59:59

Date Printed: 09/04/2025

OPEN RECORDS

Type	# of Requests	Revenue Collected
Public Record Request	0	\$0.00
Totals:	0	\$0.00

Total Revenue Collected: \$55,891.00



PERMITS

Type	# of Apps. Created	# of Permits Issued	Estm. Cost of Issued	Revenue Collected
Holding Tank	0	0	\$0.00	\$0.00
Commercial Zoning Use	5	14	\$0.00	\$975.00
Plumbing	17	18	\$133,259.00	\$1,581.00
Trailer	6	6	\$0.00	\$240.00
Building	46	54	\$1,253,409.58	\$21,339.00
Well	0	0	\$0.00	\$0.00
Electrical	17	19	\$207,096.01	\$5,735.50
Mechanical	10	15	\$337,941.82	\$3,892.50
Public Works	12	11	\$578,174.04	\$1,685.20
Fire	71	34	\$49,659.91	\$6,523.00
Garage Sale	2	2	\$0.00	\$20.00
Bulk Pick Up	41	40	\$0.00	\$829.00
Grading	0	0	\$0.00	\$0.00
Sign	1	3	\$30,670.00	\$280.00
Miscellaneous	0	0	\$0.00	\$0.00
Totals:	228	216	\$2,590,210.36	\$43,100.20

CONTRACTORS

Commercial

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	1	0	\$75.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	3	0	\$225.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	1	0	\$75.00
General Contractor	4	1	\$375.00
Totals:	9	1	\$750.00

Residential

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

Home Improvement

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	1	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2024-08-01 to 2024-08-31 23:59:59

Date Printed: 09/04/2025

Electrical Contractor	1	0	\$0.00
General Contractor	10	0	\$0.00
Totals:	12	0	\$0.00

Uncategorized Subtype

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

PERMIT INSPECTIONS

Total Inspections: 82

LICENSING

Type	# of New Licenses	# of Renewals	Revenue Collected
Massage	0	0	\$0.00
Billboard	0	0	\$0.00
Sandwich Sign	0	0	\$0.00
Recreational Trailer	1	0	\$5.00
Home Occupancy Zoning Use	12	1	\$650.00
Amusement License	0	0	\$0.00
Totals:	13	1	\$655.00

LAND DEVELOPMENT

Type	# of Apps. Created	Revenue Collected
Conditional Use	1	\$1,000.00
Zoning Change	0	\$0.00
Land Development	0	\$0.00
Public Hearing	3	\$1,900.00
Subdivision	0	\$0.00
Totals:	4	\$2,900.00

CODE ENFORCEMENT

Type	# of Complaints
Work Without Permit	7
Exterior Maintenance	3
Trash and Debris	2
High Grass	5
Misc	2
Totals:	19

CASHIERING

Type	# of Transactions	Revenue Collected
Total Transactions	0	\$0.00
Totals:	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2024-08-01 to 2024-08-31 23:59:59

Date Printed: 09/04/2025

OPEN RECORDS

Type	# of Requests	Revenue Collected
Public Record Request	0	\$0.00
Totals:	0	\$0.00

Total Revenue Collected: \$47,405.20



PERMITS

Type	# of Apps. Created	# of Permits Issued	Estm. Cost of Issued	Revenue Collected
Holding Tank	0	0	\$0.00	\$0.00
Commercial Zoning Use	8	1	\$0.00	\$75.00
Plumbing	15	11	\$196,973.00	\$804.50
Trailer	5	4	\$0.00	\$160.00
Building	64	60	\$1,788,806.80	\$29,600.00
Well	0	0	\$0.00	\$0.00
Electrical	18	13	\$227,991.50	\$5,883.50
Mechanical	9	9	\$202,314.00	\$2,080.50
Public Works	13	14	\$14,976.00	\$322.00
Fire	7	64	\$121,450.00	\$16,023.50
Garage Sale	1	1	\$0.00	\$10.00
Bulk Pick Up	42	41	\$0.00	\$893.00
Grading	1	1	\$300,000.00	\$20.00
Sign	3	0	\$0.00	\$0.00
Miscellaneous	2	0	\$0.00	\$0.00
Totals:	188	219	\$2,852,511.30	\$55,872.00

CONTRACTORS

Commercial

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	1	0	\$75.00
Fire Sprinkler Contractor	0	1	\$75.00
Plumbing Contractor	6	0	\$450.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	7	3	\$750.00
Totals:	14	4	\$1,350.00

Residential

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

Home Improvement

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2025-07-01 to 2025-07-31 23:59:59

Date Printed: 08/01/2025

Electrical Contractor	2	0	\$0.00
General Contractor	7	0	\$0.00
Totals:	9	0	\$0.00

Uncategorized Subtype

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

PERMIT INSPECTIONS

Total Inspections:	90
--------------------	----

LICENSING

Type	# of New Licenses	# of Renewals	Revenue Collected
Massage	0	0	\$0.00
Billboard	0	0	\$0.00
Sandwich Sign	0	0	\$0.00
Recreational Trailer	0	0	\$0.00
Home Occupancy Zoning Use	0	1	\$50.00
Amusement License	0	0	\$0.00
Totals:	0	1	\$50.00

LAND DEVELOPMENT

Type	# of Apps. Created	Revenue Collected
Conditional Use	0	\$0.00
Zoning Change	0	\$0.00
Land Development	0	\$0.00
Public Hearing	3	\$1,950.00
Subdivision	0	\$0.00
Totals:	3	\$1,950.00

CODE ENFORCEMENT

Type	# of Complaints
Work Without Permit	4
Exterior Maintenance	5
Trash and Debris	0
High Grass	19
Misc	6
Totals:	34

CASHIERING

Type	# of Transactions	Revenue Collected
Total Transactions	0	\$0.00
Totals:	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2025-07-01 to 2025-07-31 23:59:59

Date Printed: 08/01/2025

OPEN RECORDS

Type	# of Requests	Revenue Collected
Public Record Request	0	\$0.00
Totals:	0	\$0.00

Total Revenue Collected: \$59,222.00



PERMITS

Type	# of Apps. Created	# of Permits Issued	Estm. Cost of Issued	Revenue Collected
Holding Tank	0	0	\$0.00	\$0.00
Commercial Zoning Use	11	5	\$0.00	\$375.00
Plumbing	9	6	\$26,791.00	\$267.50
Trailer	3	2	\$0.00	\$80.00
Building	65	51	\$706,115.96	\$13,666.50
Well	0	0	\$0.00	\$0.00
Electrical	14	13	\$141,662.74	\$3,708.50
Mechanical	12	7	\$33,767.00	\$376.50
Public Works	3	3	\$4,750.00	\$87.00
Fire	6	34	\$24,997.00	\$9,764.00
Garage Sale	1	1	\$0.00	\$10.00
Bulk Pick Up	60	59	\$0.00	\$1,311.00
Grading	1	2	\$4,000.00	\$44.50
Sign	6	3	\$9,143.93	\$174.50
Miscellaneous	0	1	\$0.00	\$100.00
Totals:	191	187	\$951,227.63	\$29,965.00

CONTRACTORS

Commercial

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	1	\$75.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	4	1	\$375.00
Mechanical Contractor	1	0	\$75.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	3	0	\$225.00
General Contractor	4	1	\$375.00
Totals:	12	3	\$1,125.00

Residential

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	2	0	\$0.00
Totals:	2	0	\$0.00

Home Improvement

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2024-07-01 to 2024-07-31 23:59:59

Date Printed: 08/01/2025

Electrical Contractor	1	0	\$0.00
General Contractor	11	0	\$0.00
Totals:	12	0	\$0.00

Uncategorized Subtype

Type	# of New Contractors	# of Renewals	Revenue Collected
Sign Contractor	0	0	\$0.00
Fire Sprinkler Contractor	0	0	\$0.00
Plumbing Contractor	0	0	\$0.00
Mechanical Contractor	0	0	\$0.00
General Contractor - Under \$30,000	0	0	\$0.00
Demolition Contractor	0	0	\$0.00
House Moving Contractor	0	0	\$0.00
Electrical Contractor	0	0	\$0.00
General Contractor	0	0	\$0.00
Totals:	0	0	\$0.00

PERMIT INSPECTIONS

Total Inspections: 82

LICENSING

Type	# of New Licenses	# of Renewals	Revenue Collected
Massage	0	0	\$0.00
Billboard	0	0	\$0.00
Sandwich Sign	0	0	\$0.00
Recreational Trailer	1	0	\$5.00
Home Occupancy Zoning Use	13	0	\$650.00
Amusement License	0	0	\$0.00
Totals:	14	0	\$655.00

LAND DEVELOPMENT

Type	# of Apps. Created	Revenue Collected
Conditional Use	0	\$0.00
Zoning Change	0	\$0.00
Land Development	0	\$0.00
Public Hearing	2	\$1,500.00
Subdivision	1	\$175.00
Totals:	3	\$1,675.00

CODE ENFORCEMENT

Type	# of Complaints
Work Without Permit	4
Exterior Maintenance	3
Trash and Debris	0
High Grass	3
Misc	5
Totals:	15

CASHIERING

Type	# of Transactions	Revenue Collected
Total Transactions	0	\$0.00
Totals:	0	\$0.00



Upper Moreland
Township
117 Park Avenue
Willow Grove, PA
19090

Commissioners Report

For the period of: 2024-07-01 to 2024-07-31 23:59:59

Date Printed: 08/01/2025

OPEN RECORDS

Type	# of Requests	Revenue Collected
Public Record Request	0	\$0.00
Totals:	0	\$0.00

Total Revenue Collected: \$33,420.00

To: Public Works Committee

From: David Elsier, Director of Public Works

Date July/August 2025

Re: **UMPW DEPARTMENTAL REPORT**



PUBLIC WORKS DIRECTOR'S NOTES

- Oversaw all day-to-day operations of the Public Works Department
- Repaired potholes throughout the Township.
- Reported street lights that are not working.
- Contacted Penn Dot about pothole concerns on all state roads within the Township.
- Reported traffic and street lights that needed attention.
- Responded to e-mails and phone calls from residents with questions or problems.
- Completed various reports and schedules to help with operations of the Public Works Department.
- Contractor Milled 12 Township roads. 2,710 Cubic Yards
- Township began paving and completed paving
- **Vehicle Maintenance** - Township mechanics maintained all Township vehicles and equipment.
- **Storm Water Maintenance** - Township staff continues to inspect and repair all storm water inlets.

SANITATION DIVISION

July 2025

During the month of July 2025, our Sanitation Division picked up 605 tons of compacted trash. For the same period in 2024 we collected 527 tons of compacted trash

Since the last report period we had 21 bulk pick-ups. For the same period in 2024 we collected 37 bulk items

We collected 209 tons of yard waste since the last report period. For the same period in 2024, we collected 209 tons of yard waste.

We collected 13 electronic items (E-cycling) since the last report period. For the same period in 2024, we collected 20 electronic items.

SANITATION DIVISION

August 2025

During the month of August 2025, our Sanitation Division picked up 525 tons of compacted trash. For the same period in 2024 we collected 547 tons of compacted trash

Since the last report period we had 38 bulk pick-ups. For the same period in 2024 we collected 29 bulk items

We collected 128 tons of yard waste since the last report period. For the same period in 2024, we collected 128 tons of yard waste.

We collected 24 electronic items (E-cycling) since the last report period. For the same period in 2024, we collected 19 electronic items.



Public Works Department
August 2025

Summary of materials handled by Sanitation Division
(in tons)

Single Stream	164
Curbside Yard Waste	252
<hr/>	
Total recycling tonnage	416
Trash tonnage	525
Tipping fee cost avoidance	\$ 30,776
Cost of Single Stream	\$ 5,685
Percent of waste recycled	44%

	Single Stream	Yard Waste	Trash	
2025	164	252	525	44%
2024	174	166	5547	6%
			2024	2025
			29	38
			<hr/>	<hr/>
			19	24



Public Works Department
July 2025

Summary of materials handled by Sanitation Division
(in tons)

Single Stream	192
Curbside Yard Waste	209
<hr/>	<hr/>
Total recycling tonnage	401
Trash tonnage	605
Tipping fee cost avoidance	\$ 29,666
Cost of Single Stream	\$ 4,708
Percent of waste recycled	40%

	Single Stream	Yard Waste	Trash	
2025	192	209	605	40%
2024	174	209	527	42%
			2024	2025
Bulk metal items			37	21
E-cycling items			20	13



PROJECT		WORK PERFORMED LAST PERIOD (July 21 st to September 22 nd)	WORK TO BE PERFORMED THIS PERIOD (September 22 nd to October 20 th)
GENERAL TOWNSHIP PROJECTS			
1. NPDES – MS4 Reporting		<ul style="list-style-type: none">Work on final report for latest 5-year permit term to be submitted to DEP by September 30th.Open bids for Farmstead Park springhouse building construction. Evaluate bids and provide recommendation letter.Coordination, site, and grading design for Township Building addition / renovation project.Coordination w/ contractors on Mill Creek Dam repair proposals.Final design and updated cost estimate for Davisville / York Public Amenity Space.	<ul style="list-style-type: none">Monitor project status and perform work as needed.Respond to requests and perform work as necessary.
2. Misc. Consulting Services		<ul style="list-style-type: none">Bid administration, open bids, evaluation, and recommendation for Mason's Mill baseball field project.Coordination meeting w/ Township Staff and Simone Collins re: Woodlawn Park project.Revised NPDES submission per MCCD comments for Woodlawn.	<ul style="list-style-type: none">Work on construction plans for Woodlawn Park w/ Simone Collins for late 2025 bid.Coordinate with Township & Simone Collins for value engineering and ultimate re-bid of Mason's Mill baseball field.
3. Woodlawn Park Redevelopment			
PRIVATE DEVELOPMENT PROJECTS			
1. Fairhill Commons		<ul style="list-style-type: none">No work was performed during this period.	<ul style="list-style-type: none">Project is in 18-month maintenance period which was set to expire in May 2025. Applicant is finishing up 12-month wall monitoring program. Review data / report once submitted.
2. Federal Realty – Phase 3 Apartments / Retail		<ul style="list-style-type: none">Coordination w/ Applicant on escrow, final plans, and conditions of approval.	<ul style="list-style-type: none">Monitor project status and perform work as needed.
3. Cloud 10 Carwash		<ul style="list-style-type: none">Construction observation.	<ul style="list-style-type: none">Work with Applicant on conditions of approval.

PROJECT	WORK PERFORMED LAST PERIOD (July 21 st to September 22 nd)	WORK TO BE PERFORMED THIS PERIOD (September 22 nd to October 20 th)
4. Executive Mews	<ul style="list-style-type: none"> • No work completed this period. 	<ul style="list-style-type: none"> • Work with Applicant on conditions of approval.
5. 1130 Easton Road (Starbucks)	<ul style="list-style-type: none"> • No work completed this period. 	<ul style="list-style-type: none"> • Work with Applicant on conditions of approval.
6. 2005 Pioneer Road	<ul style="list-style-type: none"> • No work completed this period. 	<ul style="list-style-type: none"> • Work with Applicant on conditions of approval.
7. 2425 Maryland Road	<ul style="list-style-type: none"> • No work completed this period. 	<ul style="list-style-type: none"> • Monitor project status and perform work as needed.



- 5100 Tilghman Street, Suite 150 | Allentown, PA 18104 | P: 610.366.8064 | F: 610.366.0433
- 12 Terry Drive, Suite 205 | Newtown, PA 18940 | P: 215.369.3955 | F: 610.968.1829
- 65 E. Butler Avenue, Suite 100 | New Britain, PA 18901 | P: 215.345.4330 | F: 215.948.9943
- 401 Plymouth Road, Suite 150 | Plymouth Meeting, PA 19462 | P: 610.489.4949 | F: 610.489.8447
- One Penn Center at Suburban Station, 1617 JFK Blvd., Suite 425 | Philadelphia, PA 19103 | P: 215.687.4246 | F: 215.564.1780

MEMORANDUM

Date: September 3, 2025
From: Adrienne Blank, R.L.A.
Reference: Monthly Project Summary - Upper Moreland Township
G&A Project No. 999100401

The following is a summary of our work during the previous month and pending work that we anticipate in the coming months.

A. Landscape Architectural Plan Reviews

1. Willow Grove Shopping Center Redevelopment – Federal Realty
 - a. Phase 3 (Multi-Family) Land Development Landscape Review 2–5/30/2024.
 - b. **PENDING:** Future plan submissions and reviews.
2. 1130 Easton Road – Starbucks
 - a. Review of waivers requested 6/27/2024.
 - b. **PENDING:** Future plan submissions and reviews.
3. 2005 Pioneer Road
 - a. Preliminary Subdivision Review 2 – Review letter issued 9/11/2024.
 - b. **PENDING:** Future plan submissions and reviews.
4. 2425 Maryland Road (Willow Pointe II)
 - a. Land Development Landscape Review – Review letter issued 5/27/2025.
 - b. **PENDING:** Future plan submissions and reviews.

B. Landscape Architectural Field Reviews

1. 2300 Easton Road Upper Moreland
 - a. Landscape inspection to determine if punchlist items from 2019 inspection have been completed for remaining escrow release.

- b. All landscaping is acceptable with the exception of the rain garden. Original punchlist indicated the rain garden was mowed lawn. Plugs and seed mix are required per approved plans. Rain garden is still mowed lawn. Plugs and seed mix must be installed in order to release the remaining escrow.
- c. **Complete:** Corrections to the rain garden were made and the project is now complete.

C. Township Projects

- 1. UMT Police Building
 - a. Revised land development plan submitted 4/17/2024.
 - b. **PENDING:** Revise land development submission as reviewed.
- 2. Davisville and York Landscape Enhancements
 - a. Conceptual Plans for Township feedback - 5/8/2024. Opinion of Probable Cost and Site rendering 6/5/2024.
 - b. **PENDING:** Design revisions as requested.



- 5100 Tilghman Street, Suite 150 | Allentown, PA 18104 | P: 610.366.8064 | F: 610.366.0433
- 12 Terry Drive, Suite 205 | Newtown, PA 18940 | P: 215.369.3955 | F: 610.968.1829
- 65 E. Butler Avenue, Suite 100 | New Britain, PA 18901 | P: 215.345.4330 | F: 215.948.9943
- 401 Plymouth Road, Suite 150 | Plymouth Meeting, PA 19462 | P: 610.489.4949 | F: 610.489.8447
- One Penn Center at Suburban Station, 1617 JFK Blvd., Suite 425 | Philadelphia, PA 19103 | P: 215.687.4246 | F: 215.564.1780

MEMORANDUM

Date: August 1, 2025

From: Adrienne Blank, R.L.A.

Reference: Monthly Project Summary - Upper Moreland Township
G&A Project No. 999100401

The following is a summary of our work during the previous month and pending work that we anticipate in the coming months.

A. Landscape Architectural Plan Reviews

1. Willow Grove Shopping Center Redevelopment – Federal Realty
 - a. Phase 3 (Multi-Family) Land Development Landscape Review 2–5/30/2024.
 - b. **PENDING:** Future plan submissions and reviews.
2. 1130 Easton Road – Starbucks
 - a. Review of waivers requested 6/27/2024.
 - b. **PENDING:** Future plan submissions and reviews.
3. 2005 Pioneer Road
 - a. Preliminary Subdivision Review 2 – Review letter issued 9/11/2024.
 - b. **PENDING:** Future plan submissions and reviews.
4. 2425 Maryland Road (Willow Pointe II)
 - a. Land Development Landscape Review – Review letter issued 5/27/2025.
 - b. **PENDING:** Future plan submissions and reviews.

B. Landscape Architectural Field Reviews

1. 2300 Easton Road Upper Moreland
 - a. Landscape inspection to determine if punchlist items from 2019 inspection have been completed for remaining escrow release.

- b. All landscaping is acceptable with the exception of the rain garden. Original punchlist indicated the rain garden was mowed lawn. Plugs and seed mix are required per approved plans. Rain garden is still mowed lawn. Plugs and seed mix must be installed in order to release the remaining escrow.
- c. **Complete:** Corrections to the rain garden were made and the project is now complete.

C. Township Projects

- 1. UMT Police Building
 - a. Revised land development plan submitted 4/17/2024.
 - b. **PENDING:** Revise land development submission as reviewed.
- 2. Davisville and York Landscape Enhancements
 - a. Conceptual Plans for Township feedback - 5/8/2024. Opinion of Probable Cost and Site rendering 6/5/2024.
 - b. **PENDING:** Design revisions as requested.

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY
PROJECT STATUS
September 17, 2025**

MORELAND AVENUE BRIDGE RECONSTRUCTION

- Full reconstruction of bridge along Moreland Avenue at Hatboro Borough border by County.
- Full road closure is required. Approximate 6 - 8 month closure.
- Project Awarded to Haines & Kibblehouse 2/20/2025
- County anticipates NTP in June/July 2025. Project completion is September 2027

ROUTE 611 BRIDGE OVER TURNPIKE RAMP

- PennDOT is soliciting for Designer for the project.

BLAIR MILL ROAD

- Project for widening along Blair Mill Road at Easton Road to lengthen existing right turn lane to new traffic signal at Gibraltar Road and adding sidewalk along the southern side to connect to existing sidewalk.
- DCED MTF Grant - \$175,000 Grant Awarded for construction.
- 2025 DCED MTF Grant Submission for Construction and Construction Inspection – Requesting \$677,170

BLAIR MILL ROAD (HORSHAM PROJECT) – PHASE 1

- Project for widening along Blair Mill Road at Commerce Avenue\Witmer Rd and at Easton Road. Project be led by Horsham Township. Michael Baker is the designer.
- James D. Morrisey is the contractor. Roadwork Ongoing.

BLAIR MILL ROAD (HORSHAM PROJECT) – PHASE 2

- Project for widening along Blair Mill Road to provide 5-lane section from Welsh Road to Easton Road. Project led by Horsham Township. Michael Baker is the designer.

MARYLAND ROAD BRIDGE

- DCED MTF Grant awarded for \$897,375.00 for construction and construction inspection. No required match.
- Bid Awarded to Bi State Construction Company for \$680,079.25.
- Under construction. Culvert work complete. Construction to be completed by October.

MONTCO CTP GRANT – MARYLAND AND COMMERCE INTERSECTION IMPROVEMENTS

- Grant Award - \$354,685. Township match \$204,685.
- Property owner sign-off obtained from Jefferson Health
- **Project bids received and rejected by Township.**

Bowman

POWER LINE TRAIL

- Installation of Trail along PECO power line from Blair Mill Road to Maryland Road.
- Final trail alignment approved by PECO. New agreement provided by PECO for trail and parking lot.
- Project selected for TASA grant (\$2.4 million). Kick-off meeting held 2/22/24. This project must follow the PennDOT project delivery process due to federal funding.

2022 TRAFFIC SIGNAL TECHNOLOGIES AWARD

- Upgrades to 23 intersections along Route 611 and 263 to replace controller timers, install new radio communication, and connect to PennDOT's Traffic Management Center (TMC).
- Grant Award - \$557,000. Township match \$0.
- In Construction. **Controller replacements completed. Awaiting cellular modems from PennDOT**

2022 GREEN LIGHT GO AWARD

- Upgrades to 16 intersections along Route 611 and 263 to replace loops with radar\video detection.
- Grant Request - \$513,360. Township match \$128,340.
- **Bids opened. Armour Electric lower Bidder for \$ 395,718.00**

BONNET LANE PARK – PHASE 1 UTILITY RELOCATION

- Improvements to relocate existing overhead utilities. provide new road connection from Mill Road to Bonnet Lane, with turning lane on Mill Road. Closure of Bonnet Lane between St. Dunstans and Burnbridge, and installation of parking lot per Bonnet Lane Park master plan
- Grant Award \$250,000, for utility relocations.
- Coordination Meeting held 5/2 with utilities to finalize relocation work. PECO, Verizon, and Comcast verifying\updating estimates.
- **Utility work started week of September 15th**

GRANT SCHEDULE

- LSA Statewide – Applications due November 30
- PennDOT Multimodal Transportation Fund – November 2025
- Green Light Go – November – December 2025

EAC Report to CDC September, 2025

We will be installing storm drain medallions on Saturday and Sunday Sept. 13th and 14th.

Some plants that had died in the pollinator garden at the library Outdoor Environmental Education Center have been replaced by the vendor.

We will be removing invasive plants from Veterans Park on Sunday, September 21st.

The EAC will have a table at the Farmstead event on Oct. 4th. We will have information about the EAC, native plants, how to help wildlife in your yard, and more.

We are working with the Shade Tree Committee about a tree giveaway to UM residents. We hope to give away 50 trees this first year.

PA Bat Rescue and Rehabilitation will give a talk at the library on September 23 at 2:00 pm. A bat house will be raffled off at the event.

EAC Report to CDC August 2025

At our August 6th meeting we decided to install the storm drain medallions on Saturday, Sept. 13th at 9:00 am. We will start in Ward 1.

We will weed the Masons Mill Park pollinator garden again Saturday August 9th at 10:00 am.

We hope that an ordinance about meadows will be considered soon by the commissioners.

We will be removing invasive plants from along the stream at Veterans Park on Sept. 21st at 9:30 am.

The EAC will have a table at the event on Oct. 4th at Farmstead Park. We will give out information about the EAC, native plants, watersheds, etc.

We are working with the Shade Tree Committee to plan a tree giveaway for UM residents this spring.

UPPER MORELAND HISTORICAL COMMISSION

REPORT TO THE CDC: 09/22/2025

Meetings 08/05/2025 and 09/02/2025

1. 1. The August meeting began with a review of the School District's Scavenger Hunt for leadership and teachers: It was considered to be highly successful in terms of both learning about our Community and the fun of collaboration by the teams. Pictures were taken! The Superintendent sent her thanks to the Commission, which was unexpectedly followed up by a personal note and gift to each of the members who were directly involved in the process. The Commission has continued to discuss bringing this idea to the wider Community, as a draw to our own residents to learn about their history, and to visitors who might want to engage in active learning about our town. Deciding on the sites and the route through the township, and making it family-friendly, will be the next steps.
2. Conversation continued on the use of historical properties for businesses, whether or not they are on the Inventory. Our interest is focused on restoration/re-purpose/re-use as we seek to maintain the historical overlay of the downtown, particularly the Ehrenpfort Block.
3. The Annual Historical Haunts is on October 28th from 4-7, and will include vendors, food, and spooky stories around a controlled bonfire. We have had great Community response to this event and expect the same this year. Specifics have already been sent to the Police and Fire Depts., as safety is always a priority.
4. Reviewed historical markers: Fountain House (paid for in our 2024 budget, but yet to be fabricated) and Mineral Springs in the park that needs the attention of Parks and Rec. Udo Maron will review and tabulate the banners for replacement, which are fabricated for us by Fast Signs of WG.
5. Discussed and approved that photographer, David DeBalko of Ward 6, will photograph 20 homes that were here during the Revolutionary War period as part of our 250th Anniversary project. A letter will be sent to each homeowner regarding their residence being photographed for this purpose.
6. Farmstead Report: Alan Sentman discussed our participation in the Farmstead event on October 4th, "Farmstead on Tap," and we were updated on current projects.

Our next meeting is October 7, 2025 at 7:00 p.m. in the Caucus Room of the Administration Building. All are welcome to attend!

Respectfully submitted,

Susan Worth-LaManna, President UMHC