

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
FEBRUARY 10, 2022 MEETING ~ 7:30 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: September 2, 2021 Workshop  
November 18, 2021 Business Meeting
5. Chairman's Comments:
6. New Business:
  - A. Proclamation Celebrating Black History Month
  - B. Conditional Use Hearing – Malvern Anderson, LP is requesting conditional use approval to permit the development of the R1 Residential zoned property, known as Parcel No. 58-00-00544-25-3 and 58-00-0541-01-3 (portion of the former UM Swim Club property, Anderson Road and Reedel Drive), under the cluster development overlay requirements as an age restricted 49-unit townhouse development.
  - C. Consent Agenda re:
    1. Accept Resignation of Erika Spott from the Farmer's Market Advisory Board
    2. PA Act 101 Recycling Reporting & Grant Application Contract - Hough Associates. To approve an annual contract with Hough Associates, King of Prussia, PA for the preparation of the Township's Act 101 annual PA DEP Section 904 Grant Report and Application for the year 2021 in the amount of \$17,500.
    3. Resolution 2022-11 re: Summit Street Accepting Deed- In- Lieu of Condemnation. To pass a resolution accepting a deed- in- lieu of condemnation as agreed to by the owner for the property known as block 055, unit 109 summit street and also known as Montgomery County tax parcel number 58-00-18451-01-3.
    4. Annual Upper Merion Pool Concession Stand Lease – To approve a one (1) year lease term with a four (4) consecutive renew options with The Hedgehog Grill, King of Prussia, PA, for the concession stand and patio area at the Community Pool, subject to the terms outlined in said lease.
    5. Business Tax Appeal Settlement - Famous George's, 100 E. Beidler Road. To approve a Business Tax Appeal Settlement with Famous George's Pizza, 100 E. Beidler Road in the amount of \$2,575.00 (tax and penalty) for the tax years 2019 -2021.
    6. Deputy Tax Collector Approval – To approve the appointment of Bonny Davis by the Upper Merion Tax Collector as Deputy Tax Collector pursuant to the PA Local Tax Collection Law.

7. Crow Creek Trail Project Contract Payment # 14 in the amount of \$130,669.17 to Kenney Excavating for work to date on the Crow Creek Trail Project.
  8. Financial Escrow Security Release No. 5, Horizon Drive Group, LP, 3700 Horizon Drive. Approval of Escrow Release No.5 to Horizon Drive Group, LP in the amount of \$116,251.89 for the completion of required site improvements to date as part of the building expansion project as recommended by the Township Engineer.
  9. Land Development Plan Review Extension – VIMCO, Inc. Accept letter of extension from VIMCO, Inc. for the review of the proposed Land Development Plan.
- D. Resolution 2022-08 re: Supporting the PA Commission for the US Semi-Quicentennial (America250PA) – To pass a resolution to support and work with AMERICA250PA on any and all activities as appropriate within Montgomery County, PA for the celebration of the United States semi-quicentennial.
  - E. Resolution 2022-12 – Authorization to sign PennDOT Traffic Signal Permit Application. Submission of a Permit Application (TE-160) for a proposed mid-block pedestrian flashing beacon signal at 900 River Road to provide access to the SEPTA transit stop locations.
  - F. Resolution 2022-04 - Preliminary/Final Development Plan – JP Orleans, Mancill Mill Road. Consideration of a preliminary/final land development plan for JP Orleans, Mancill Mill Road, prepared by Edward B. Walsh & Associates, Inc., dated August 9, 2019, last revised March 25, 2021 for the construction of a 119-unit townhouse development and associated site improvements, including waivers as outlined in said resolution. 14.4 acres, SM-1 Zoning District.
  - G. Resolution 2022-05 - PA Act 537 Sewage Facilities Planning Module – Mancill Mill Road Townships Development – JP Orleans. Authorization for the proper township officials to submit to PA DEP Sewage facilities Planning Modules for the subject property as a proposed revision to the Township’s Official Sewage Facilities Plan.
  - H. Resolution 2022-09 - Authorization to Move Forward with 2022 General Obligation Bond Issuance. Consideration of Resolution No. 2022-09 authorizing the proper township officials and consultants to undertake action necessary with respect to the proposed issuance of General Obligation Bonds in order to provide funds to finance certain capital projects, real estate acquisitions and the purchase of capital equipment.
  - I. Resolution 2022-10 - Borrowing Proceeds Reimbursement for 2022 Capital Project Expenses. Consideration of Resolution No. 2022-10 to provide reimbursement to the Township for expenses incurred for the proposed 2022 capital projects, from the proceeds of any bonds, notes or other instrument issued for the projects as outlined in said resolution.
7. Accounts Payable & Payrolls.
  8. Additional Business.
  9. Public Comment.
  10. Adjournment.

**In-person Meeting Guidance**

All individuals attending a Township meeting shall be required to comply and adhere to all CDC & PA Dept of Health COVID-19 Guidelines.

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
WORKSHOP MEETING  
SEPTEMBER 2, 2021

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Thursday, September 2, 2021, in the Township Building. The meeting was called to order at 7:35 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Tina Garzillo, Greg Waks and Greg Philips. Absent was Supervisor Kenney. Also present were: Anthony Hamaday, Township Manager; Joe McGrory, Township Solicitor; and Leanna Colubriale, Township Engineer.

CHAIRPERSON'S COMMENTS:

Mr. Jenaway announced an executive session will be following this meeting to discuss litigation and personnel matters. He also noted that last night's storm/hurricane spared Upper Merion to some degree. We are extremely thankful for that and have compassion for our neighboring communities particularly Bridgeport, Norristown, Upper Dublin and Lower Providence. Chairman Jenaway thanked the Public Works Department for all the work they did in preparing for the storm and our Public Safety Team for responding to approximately 25 water rescues.

DISCUSSIONS:

GKO ARCHITECTS – LIBRARY/POLICE FEASIBILITY STUDY

Kevin Goddshall with GKO Architects presented the Library/Police Feasibility Study. The goals of the project were to evaluate the space and layout of the library and police departments and to see how we could meet their needs in 2021. Secondly, in reviewing the Township Building we quickly realized that the library sits on top of the police so anything that you do to the library affects the police department therefore we analyzed both the needs of the library and the police. Thirdly, we had to evaluate the infrastructure of the building.

Tonight, the architects just want to review the basic parameters, their findings on the project and making sure the vision they see matches the expectations of the board. The library is a place for community to meet and it is an important resource to the community. An important goal is to make the library a place where people want to go for information and resources.

To make the library up to date and more modern the plan proposes the following:

- Visibility and Openness
- Office Spaces
- Creation Labs (Open Studio)
- Café or Small Restaurant

The Police needs are as follows:

- Improvements need to be made to the facility to stay on task with accreditation. The big issue is space. There are many more officers and staff that have been added to the department over the years. The building was not designed for the number of officers currently working at this location.
- Meeting Rooms/Roll Call Rooms

- Interview Suites
- Holding and Processing Area (Dedicated Sally port)
- Locker room facilities
- Aging Infrastructure (Leaks in roof and windows)
- Mechanical Concerns – Heat and A/C need to be replaced
- Lighting Systems – LED Lighting needs to be at 100%
- Ventilation

Three options were presented to the Board and they are as follows:

Option 1 was to renovate and expand the existing building. Option two is moving the library out and having the police and administration departments remaining. The third option is that administration moves out of the building and the library takes over the upper level and police take over the lower level of the building. These three options will be developed in detail and cost estimates will be provided to the Board in the future for review.

Board Comments:

The Board offered some comments/suggestions that the architects will take into consideration when redefining the plan options.

JP MORGAN CHASE BANK DEVELOPMENT – 677 W. DEKALB PIKE

The Board wanted to further discuss several items with regards to this plan. They deal mostly with stormwater management, circulation, and the waiver of trees.

Mr. Fran Greene, representing the applicant, addressed a few of the concerns the board still has about this development. First, he addressed the design of the stormwater management basin. He explained that the applicant is exceeding the stormwater requirements that the township requires. He explained that the impermeable barrier will be around the entire system and that will be shown on the new plan. Circulation and parking were also discussed. The Board was also concerned about the trees on the site. The applicant is asking for a waiver of the street trees because of how the site is laid out and the utilities makes it impossible to place them all on site. The Board is asking for the exact number of street trees on site. Mr. Greene did not know the answer but stated that the applicant's landscape architect will look into that.

It was noted that the Township Engineer is still reviewing this plan.

Board Comments:

Supervisor Waks asked that the applicant accept a condition on the plan banning the use of a fast food restaurant at this location.

Chairman Jenaway still had concerns regarding the proposed stormwater management system.

It was noted that due to the outstanding actions – no vote will take place tonight. This plan will be placed on the September 18, 2021 business agenda. The applicant will submit an extension on this plan until September 30, 2021.

Board Action:

It was moved by Supervisor Waks, seconded Supervisor Phillips, all voting "Aye" to approve the extension of this development plan through September 30, 2021. None opposed. Motion passed 4-0.

## VIMCO – 250 HANSEN ACCESS ROAD

Mr. Hamaday, Township Manager, stated that Vimco, 250 Hansen Access Road, came to a chair meeting earlier this year to discuss their plan for a proposed 30,000 square foot building. Craig Lewis, Kaplan Stewart was present to represent the applicant. Mr. Lewis addressed the Board. A sketch plan was submitted to the Board. The 11 acres Vimco property is located at 250 Hansen Access Road and is zoned LI- Limited industrial. Currently, it is a warehouse and steel products manufacturing facility. The proposed expansion consists of a new 27,000 square foot warehouse

Mr. Lewis addressed a possible parking issue. The existing facility and proposed expansion would require 296 parking spaces. The current parking is sufficient for the current use and the proposed warehouse would not generate the need for additional employees or parking. The current parking ordinance does provide the Board of Supervisors an opportunity to determine that a use is an unspecified use and determine the appropriate parking ratio for an unspecified use based on evidence presented to the Board and Vimco is requesting the board consider this provision. Vimco is proposing to provide 60 parking spaces with some better located ADA spaces which they feel is adequate parking for the facility.

The second item the Board was concerned about was stormwater. There are existing stormwater management facilities on site already to the rear of the property that discharges towards the railroad tract. Stormwater basins have been added to the new plan. Mr. Lewis wanted to be certain that the Board agreed that the stormwater obligations are to manage the increase of impervious coverage from the new development. The Township Ordinance has a provision that talks about re-development. The applicant feels that they only need to meet the ordinance provisions for all the new impervious created.

### Board Comments:

Chairman Jenaway asked if the applicant has met with staff. It was stated that they did meet with staff prior to coming before the Board in July. Chairman Jenaway stated the one of the challenges is that this is a 1970 building and there were no standards for stormwater or public safety at the time it was built. It was suggested that the applicant carefully review access around the building.

Supervisor Garzillo questioned what amount of green space the new building would be built upon.

Mr. Richard McCormick, Vimco, addressed the Board. He stated that the additional building planned will be 27,000 square feet but we would be covering existing concrete of about 8,000 square feet so the addition would be about 18 – 19,000 square feet of impervious which is well within the required green space percentage.

Supervisor Garzillo also asked about the existing stormwater management system and what the capacity/discharge is currently at the site. It was stated that they have not analyzed the basin. The goal is to leave it as is and not to change it. Instead of adding to the existing basin they are proposing an entire new stormwater system for the new building.

The Board thanked Vimco for being in the Township and for manufacturing their product in Upper Merion.

GAMBONE – UPPER MERION SWIM CLUB PROPERTY

Mr. Hamaday, Township Manager, stated that earlier this year the Gambone Organization came before the Supervisors with a proposal for a portion of the old Upper Merion Swim Club property. They were proposing an age restricted townhouse development. Back in 2009 the Board changed the zoning from AG to R2 and there is a covenant on the remaining property that limits the development of the property to 25 single family dwellings. The applicant is looking to see if the Board is willing to change those restrictions to allow age restricted townhouses in place of single-family homes. With that he introduced Mr. Eric Frey, Joseph Gambone, and John Kennedy, Planner.

Mr. Frey stated that the reason they are before the Board is to amend the declaration. It will have to go through Conditional Use. It is a permitted plan under the R2 zoning – the only thing in the way is the declaration so they are looking to amend that to allow the 49 age restricted townhomes. Mr. Frey stated that he did draft an amendment to the declaration and submitted it to the Township Solicitor for review prior to tonight’s meeting. Mr. McGrory commented that he did review the amendment and the only change he would suggest is to add language about age restrictions similar to what is in the Fair Housing Act and to cap the development at 49 townhomes.

Mr. Frey also stated that the applicant is planning on an HOA and the street would remain private.

Board Comments:

The Board for the most part was in favor of the project but asked the applicant to consider a playground and trails when finalizing their plans – they felt those two items would be an asset to this community.

REVIEW OF SEPTEMBER 23, 2021 BUSINESS MEETING AGENDA

Mr. Hamaday, Township Manager, reviewed the draft agenda for the upcoming September 23, 2021, 2022 Business Meeting.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Garzillo, seconded by Mr. Waks, all voting “Aye” to adjourn the meeting. None opposed. Adjournment occurred at 9:45 pm.

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

cd  
Minutes Approved:  
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
BUSINESS MEETING  
NOVEMBER 18, 2021 – 7:30 PM  
(AGENDA REVISED AT THE NOV. 18, 2021 MEETING)

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, November 18, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:30 p.m., followed by a pledge to the flag.

ROLL CALL:

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

MEETING MINUTES:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Philips, all voting "Aye" to approve the meeting minutes from the August 19, 2021 and September 23, 2021 Business Meetings. None opposed. Motion passed 5-0.

CHAIRMAN'S COMMENTS:

Chairman Jenaway announced that an Executive Session was held prior to this meeting to discuss personnel and another will occur after the meeting regarding litigation. He also stated that there have been questions asked about the status of Church Road. Chairman Jenaway stated that yesterday the township received a notice from PennDOT and this has been posted on all social media outlets. Wednesday, November 24<sup>th</sup> is the projected re-opening date.

Chairman Jenaway and Vice Chair Kenney met with representatives from SEPTA at an elected officials briefing that they conducted and they advised that SEPTA is going to have an open house on December 7<sup>th</sup> from 6:30 to 8:30 pm at the Alloy Doubletree Hotel, 301 W. DeKalb Pike in the Steelwork Ballroom, Lower Level. The purpose of this event is to inform residents of the project and to give them an opportunity to discuss and ask questions.

NEW BUSINESS

PROCLAMATION RECOGNIZING SWEDELAND VOLUNTEER FIRE COMPANY ON THEIR 100<sup>TH</sup> ANNIVERSARY

Chairman Jenaway announced that the real 100<sup>th</sup> Anniversary for the Swedeland Volunteer Fire Company was in 2020. Unfortunately, due to COVID, plans had to be postponed. They were finally able to have their banquet last Saturday night and the Board of Supervisors wanted to recognize the fire company at a public meeting to honor their 100 anniversary. Chairman Jenaway read the proclamation. Chief Dennis Orangers and President Rob Smith of Swedeland Volunteer Fire Company were on hand to accept the proclamation.

## CONSENT AGENDA

1. Resolution 2021-29 re: Reducing Police Officers' Contributions to the Police Pension Plan for the Year 2022 to 4%
2. Resolution 2021-30 re: Authorization to Sign PennDOT Traffic Signal Maintenance Agreement
3. Citizen Board Resignations:
  - a. Maria Mengel from the Zoning Hearing Board
  - b. Edward Veneziale from the Sanitary & Stormwater Authority
  - c. Lauren Maggio from the Historical Commission
4. Memorandum of Understanding with the King of Prussia Mall for 2022 Police Services – Consideration of a Memorandum of Understanding with the King of Prussia Mall for the payment and reimbursement of costs for additional police coverage at the Mall Complex for the year 2022
5. Financial Escrow Security Release No. 10, 900 River Road LLC, 900 River Road – Approval of Escrow Release No. 10 to 900 River Road LLC in the amount of \$1,330,615 for the completion of required site improvements to date as part of the warehouse development project as recommended by the Township Engineer.
6. Financial Escrow Security Release No. 1, (Final) King of Prussia Acquisition, LLC, 750 Moore Road – Approval of Escrow Release No. 1 to King of Prussia Acquisition, LLC in the amount of \$2,811,947.33 for the completion of required site improvements to date as part of the apartment complex development as recommended by the Township Engineer and \$140,597.37 for the extra inspection escrow.
7. Park ADA Improvement Project Contract Payment No. 3 (Final) to JNS Paving and Excavating Corp. in the amount of \$7,583.71 for the ADA Improvements at Bob White and Swedeland Parks.
8. Memorandum of Understanding with the Upper Merion Sanitary and Stormwater Authority regarding the Determination of Roles and Responsibilities for Stormwater related activities within the Township.
9. Business Associate Agreement with the Good Fellowship Club of Chester County, Inc – Approval of a proposed agreement with the Good Fellowship Club of Chester County, Inc for the Upper Merion Fire and EMS Department's participation in the Fellowship Clubs emergency medicine and advanced life support education and training program.
10. Authorization for the Township Manager to sign Settlement Stipulation for 139 E. DeKalb Pike for an underpayment in taxes for tax years 2014 through 2021 in the amount of \$12,421.19.
11. Resolution 2021-31 re: Authorize Supplemental Agreement with PennDOT for Winter Traffic Services.
12. Citizen Board Appointments – Kenneth Parker to the Economic & Community Development Commission and Laura Ware Adlington to the Historical Commission.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting "Aye" to move Items 5 and 6 off the Consent Agenda and to be placed on the agenda as stand-alone items and to add an Item to the Consent Agenda for citizen board appointments. None opposed. Motion passed 5-0.

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

Supervisor Philips commented on the Citizen Board resignations of Maria Mengel from the Zoning Hearing Board and Laura Maggio from the Historical Commission. As liaison to these two boards, Supervisor Philips thanked Ms. Mengel and Ms. Maggio for the work they did on these committees.

Supervisor Kenney also praised Ed Veneziale, who just resigned from the Sanitary & Stormwater Authority. Ed was a member for many years. He brought a wealth of knowledge to the authority and he will be missed.

CHANGE ORDER NO. 1 TO JAMES KENNEY EXCAVATING & PAVING, INC. IN THE AMOUNT OF \$28,183.50 FOR WORK DONE ON THE CROW CREEK TRAIL PROJECT

Board Action :

It was moved by Supervisor Philips, seconded by Vice Chair Kenney, to approve Change Order No. 1. Supervisor Waks and Garzillo opposed. Motion passed 3-2.

CROW CREEK TRAIL PROJECT CONTRACT PAYMENT #12 IN THE AMOUNT OF \$67,050.00 TO KENNEY EXCAVATING FOR WORK TO DATE ON THE CROW CREEK TRAIL PROJECT

Board Action:

It was moved by Supervisor Philips, seconded by Vice Chair Kenney, to approve the Payment #12 to Kenney Excavating. Supervisor Waks and Supervisor Garzillo opposed. Motion passed 3-2.

Board Comments:

Supervisor Waks commented that he would like the bridge work to be completed.

APPOINTMENT OF TOWNSHIP SOLICITOR/LEGAL SERVICES

Chairman Jenaway informed the residents that Joe McGrory, Township Solicitor has retired. The Township put out a RFP, interviews were conducted and tonight the Board will appoint a replacement for Mr. McGrory.

Board Action:

It was moved by Supervisor Philips, seconded by Vice Chair Kenney, all voting "Aye" to appoint the law firm of Sean Kilkenny Law as the new Township Solicitor. None opposed. Motion passed 5-0.

Board Comments:

Supervisors Philips, Kenney, and Jenaway all expressed their gratitude to Mr. McGrory and praised the work he did as Solicitor for Upper Merion Township.

POSTING OF THE 2022 BUDGET

Anthony Hamaday, Township Manager addressed the Board and the residents with regards to the 2022 budget. He thanked Mr. Hiriak for his oversight as well as department heads and staff for their diligence in making sure we stayed on track for the 2022 budget. He stated that this has been a tough year for all. Mr. Hamaday quoted a line from Tim McGraw, country singer, "What I really want to focus on is where we go from here". He explained that during the 2020 Goals and Objectives meetings it was agreed that we want to return Upper Merion Township to a leader in municipal government.

He gave a brief outline of the budget process that he, the staff and the board went through this past year. Tonight, is the budget posting and hopefully the board will be in a position to have the public hearing and accept the budget on December 9, 2021.

Board Comments:

The Supervisors explained the small tax increase that the residents of the Township would see. Basically, it was stated that it would be approximately \$5.00 a month increase.

In closing, Chairman Jenaway stated that during the election season he heard several things from the general public. One was the issue of open space. There is open space money in this budget. Also heard was the issue of capital projects not getting done. We now will have money to get these projects done. By borrowing we can get over the hump with limited cost to property owners of Upper Merion Township.

Board Motion:

It was moved by Supervisor Philips and seconded by Vice Chair Kenney, all voting "Aye" to post the 2022 Budget. None opposed. Motion passed 5-0.

ACCOUNTS PAYABLE & PAYROLL:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Garzillo, all voting "Aye" to approve the Accounts Payables for invoices processed from October 7, 2021 through November 10, 2021 and Payrolls dated October 1, 2021, October 15, 2021 and October 29, 2021 for a total of \$4,211,963.59. None opposed. Motion passed 5-0.

ADDITIONAL BUSINESS:

Chairman Jenaway stated that there was a sinkhole on W. Church Road and at this time PennDOT is working with an outside contractor to assist in the repair and remediation of the sinkhole. They are shooting for a Wednesday, November 24<sup>th</sup> for the re-opening of W. Church Road.

Chairman Jenaway commented on a news article published in the Philadelphia Inquirer regarding a business that has been in Upper Merion Township since the 1970's. The article reported that a site in the township exceeds industrial air pollution. After looking into this report the Township has found no problems at that sight but we will continue to investigate this issue.

Chairman Jenaway also wished everyone a Happy Thanksgiving.

Supervisor Philips mentioned Veteran's Day and he congratulated those who served in the Armed Forces of the United States. He explained that Upper Merion Township is starting a Home Towns Hero Program which honors service men and women by placing their photo on banner which will be on display at various sites in the Township.

Supervisor Philips also stated that Citizen Board meetings are public meetings and he welcomed all residents to come to a meeting to see what the committees are working on. He urged residents to fill some of the vacancies.

Supervisor Waks also urged residents to get their COVID vaccines and if they are eligible to get their booster shot.

Supervisor Garzillo announced that Saturday, November 20<sup>th</sup> is the final day of the market season. To celebrate, the annual Chili Cookoff is on the docket. She urged residents to come out and enjoy the cookoff.

The Holiday Village will take place on December 4<sup>th</sup> from 12 to 3 at the Township Building and Santa always makes an appearance.

Vice Chair Kenney read a list of the Citizen Board Vacancies. She also wished everyone a happy and safe Thanksgiving.

Public Comment:

Robert Fredericks, 515 Springbrook Lane in Upper Merion addressed the Board. He stated that he came to a meeting a few months ago after the two big storms which caused significant flooding in some areas of the township. At that meeting Mr. Fredericks complained about the flooding. He recently attended a Sanitary and Stormwater Authority meeting and he gave a brief description of what occurred during that meeting. He also shared some of his suggestions to the Board of Supervisors. He presented his proposal to the Board which he feels will help the flooding problems on Springbrook and the entire area.

It was stated by Mr. Hamaday that they are looking at the Township Codes to see what changes can be made to our stormwater ordinance that may alleviate some of the problems the Township is currently facing. Supervisor Philips asked that the staff have a report within 6 months to address these issues.

Marianne Hooper, 609 Bob White Road in Upper Merion addressed the Board. She mentioned the Mayfield property by the river that may be up for sale. She also commented that the minutes from several township meetings are not on the website. Ms. Hooper asked that the Murray Associates report on the Moore Irwin House be released. Chairman Jenaway stated that the report lacked information and he stated that he would not release the report until the insurance carrier inspections are complete.

ADJOURNMENT:

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

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ANTHONY HAMADAY  
TOWNSHIP MANAGER

Minutes Approved:  
Minutes Entered:

PROCLAMATION

WHEREAS: During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS: Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

WHEREAS: the 2022 national theme for the observance is “**Black Health and Wellness**”, which celebrates the contributions and breakthroughs of Black professionals as well as speaking to the cultural richness of those “non-traditional” health and wellness practitioners and practices that many in the Black community perform to improve wellness, and

WHEREAS: the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS: Upper Merion Township continues to work toward becoming an inclusive community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

WHEREAS: Upper Merion Township is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

NOW THEREFORE, in recognition of African Americans – past and present – in our community, the Board of Supervisors do hereby proclaim February 2022 to be Black History Month and encourage all citizens to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

PROCLAIMED the 10<sup>th</sup> day of February, 2022, by the Board of Supervisors of Upper Merion Township.

ATTEST:

BOARD OF SUPERVISORS

\_\_\_\_\_  
ANTHONY HAMADAY  
TOWNSHIP MANAGER

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CAROLE KENNEY  
CHAIRMAN

## NOTICE

Notice is hereby given that the Board of Supervisors of Upper Merion Township, pursuant to Chapter 165, Section 165-219.1 of the Township Code, will hold a public hearing on Thursday, February 10, 2022 at 7:30PM in the Upper Merion Township Municipal Building, 175 W. Valley Forge Road, King of Prussia, PA, on the following Conditional Use Application:

Malvern Anderson, LP., 1030 W. Germantown Pike, Fairview Village, PA 19409 is requesting Conditional Use approval, pursuant to Chapter 165, Article XIV, Sections 165-67 thru 73 of the Township Code to permit the development of the R2 Residential zoned property, known as Parcel No. 58-00-00544-25-3 and 58-00-0541-01-3 (portion of former UM Swim Club property, Anderson Road and Reedel Drive), under the cluster development overlay requirements as an age restricted 49-unit townhouse development.

Information on the application can be found at:

[https://www.dropbox.com/sh/0hcvb0f01v7td55/AAAvz\\_6MueXJzzGKECq22UYDa?dl=0](https://www.dropbox.com/sh/0hcvb0f01v7td55/AAAvz_6MueXJzzGKECq22UYDa?dl=0)

All interested persons may appear and be heard at the scheduled hearing. Any individual wishing to participate in the hearing and needing an auxiliary aid, service or other accommodation should contact the Township Administrative office at 610-265-2600 to determine how the Township can best provide assistance.

Anthony T. Hamaday  
Township Secretary

## **One Year Agreement Authorizing Hough Associates to Collect 2021 Residential and Commercial Recycling Data in 2022 and Prepare the 2021 Recycling Performance Grant Application for Upper Merion Township**

Upper Merion Township authorizes Hough Associates to collect its recycling data for calendar year 2021. Hough Associates will prepare a joint grant application with other area municipalities provided that the municipalities have or will create an IMA for recycling activities that includes the preparation of Act 101 Section 904 grant applications. Hough Associates will file an individual application for Upper Merion Township if it does not want to participate in a joint application.

Hough Associates will:

- Prepare and mail data collection forms to haulers for reporting 2021 recycling tonnage collected in Upper Merion Township and to identify where the recyclables are processed.
- Prepare and mail recycling market certification forms to recycling processors.
- Contact all haulers and processors that did not respond to the mailings.
- Compile the recycling data reported to the Township and to Hough Associates in both hard copy and on a computer database. Data will be retained for 4 years following the filing.
- Prepare and file the 2021 Montgomery County Recycling Survey Report due in March 2022.
- Prepare and mail recycling education to commercial, institutional and governmental facilities located in the Township that meet DEP compliance requirements at no cost to the Township.
- Prepare and file Upper Merion's individual or joint Section 904 Recycling Performance Grant Application on or before DEP's filing 2022 deadline.

Upper Merion Township will provide a list of the commercial, institutional and governmental facilities operating in the Township for data collection and the recycling education mailing.

Upper Merion Township agrees to pay Hough Associates a fixed price of \$17,500 for these services payable according to the following schedule:

- \$8,750 January 31, 2022
- \$8,750 July 31, 2022

In the event of a PA DEP audit, Hough Associates will represent the Township and gather any additional documentation that DEP requires at no additional cost to the Township

This agreement terminates with the filing of the 2021 grant application in 2022.

\_\_\_\_\_  
Accepted by Upper Merion Township

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Hough Associates

\_\_\_\_\_  
Date

**RESOLUTION 2022-11**

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION OF UPPER MERION TOWNSHIP, MONTGOMERY COUNTY,  
PENNSYLVANIA AUTHORIZING THE ACQUISITION OF  
A PARCEL OF UNDEVELOPED LAND  
ON SUMMIT STREET BY DEED IN LIEU OF CONDEMNATION**

**WHEREAS**, Upper Merion Township (“Township”) desires to acquire an undeveloped 5,708.18 sq.ft. +/- parcel of land located on Summit Street, Upper Merion Township, being more specifically identified as Montgomery County Tax Parcel Number **58-00-18451-01-3** (“Property”) and further described in the Deed in Lieu of Condemnation attached hereto as Exhibit “A”, for of the sum of Fifty-Five Thousand Dollars (\$55,000.00).

**WHEREAS**, Section 1502 of the Second Class Township Code provides that the Board of Supervisors may, “...purchase, acquire by gift or otherwise, hold, lease, let and convey, by sale or lease, real and personal property it judges to be in the best interest of the township.”

**WHEREAS**, Title 61 Section 91.193 of the Pennsylvania Code requires the Township to pass a resolution to receive the permitted tax exemption when property is obtained through a deed in lieu of condemnation;

**WHEREAS**, the Board of Supervisors has determined that the acquisition of the Property by deed in lieu of condemnation is in the best interests of the residents of the Township;

**NOW, THEREFORE**, be it, and it is hereby **RESOLVED** by the Board of Supervisors of Upper Merion Township, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

Section 1. Acquisition of the Property. The Chair of the Board of Supervisors, the Township Manager, the Township Engineer, and/or the Township Solicitor are hereby authorized to take all action necessary to acquire the Property through a Deeds in Lieu of Condemnation in the form attached hereto as Exhibit “A” and incorporated herein and record the necessary documents.

Section 2. Repealer. All resolutions or parts thereof, inconsistent with this Resolution, are hereby repealed, to the extent of the inconsistency.

Section 3. Severability. It is hereby declared to be the legislative intent of Upper Merion Township, that if a court of competent jurisdiction declares any provision of this Resolution to be invalid, or unconstitutional, in whole, or in part, the effect of such a decision shall be limited to those provisions which are expressly stated in the decision, to be invalid or unconstitutional, and all other provisions of this Resolution shall continue to be separately, and fully effective.

Section 4. Effective Date. This Resolution shall become effective on the date of its adoption, by the Upper Merion Township Board of Supervisors.

**RESOLVED AND APPROVED** this 10th day of February, 2022.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Anthony Hamaday, Township Secretary

By: \_\_\_\_\_  
Carole Kenney, Chairperson of  
Upper Merion Township  
Board of Supervisors

**EXHIBIT "A"**

**FORM OF THE DEED IN LIEU OF CONDEMNATION FOR THE PROPERTY**

## LEASE AGREEMENT

1. PARTIES. This Lease Agreement (the "Lease") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Township of Upper Merion, a Pennsylvania municipal corporation with a business address of 175 W. Valley Forge Road, King of Prussia, PA 19406 (hereinafter, "Landlord") and The Hedgehog Grill, with a business address of 528 General Muhlenberg Road, King of Prussia, PA 19406 (hereinafter "Tenant"), and Landlord and Tenant intend to be legally bound hereby.

2. DEMISED PREMISES. Landlord is the owner of the Upper Merion Township Swimming Pool, located at 431 West Valley Forge Road, King of Prussia, PA 19406 (hereinafter, the "Property"). Landlord, hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions of this Lease and the Request for Proposal for the Upper Merion Township Community Center, the subject being the contract for services at the concession stand at the Township Pool (hereinafter "RFP"), attached as Exhibit "A", portions of the Property consisting of the concession space located next to the bathhouse that will offer counter service to all pool patrons. The dimensions of the storage area for the concession area are approximately twenty one feet by fourteen feet (21' x 14'). The dimensions of the cooking area are approximately twenty one feet by eighteen feet (21' x 18'). The dimensions for the eating area are twenty one feet by fourteen feet (21'x14') (hereinafter, the "Demised Premises"), together with the right to the non-exclusive use, in common with others, of all such automobile parking areas, driveways, footways and other facilities, designated for common use and as may be installed or changed from time to time by Landlord, in the Property, subject, however, to the terms and conditions of this Lease and to the rules and regulations for the use thereof as may be prescribed from time to time by Landlord.

3. POSSESSION.

3.1 Tenant's Work. Upon receiving possession of the Demised Premises from Landlord, Tenant will, with due diligence, proceed to complete, at Tenant's cost and expense, all necessary work in accordance with the specifications set forth therein, and to install such stock, fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Demised Premises for the opening of business by Tenant. The Landlord will provide Tenant with two (2) fryers, a counter top griddle, a sandwich prep refrigerator, a freezer, a reach in refrigerator, and a worktop prep station within the Demised Premises. Tenant agrees to submit to Landlord prior to the commencement of any improvements to the Demised Premises any plans and specifications covering all work which Tenant proposes to do in the Demised Premises, along with a list of the Pennsylvania bonded contractors who will perform the Tenant's Work. Such plans and specifications shall be prepared in such detail as Landlord may require, and Tenant agrees not to commence work upon any of the aforesaid Tenant's Work until Landlord has approved such plans and specifications and Tenant's contractors in writing. Landlord agrees to act with reasonable promptness with respect to such plans and specifications.

3.2 Tenant's Acceptance of Demised Premises. By occupying the Demised Premises as a Tenant, or by installing fixtures, facilities or equipment, or by performing finishing work, Tenant shall be deemed to have accepted the same and to have acknowledged that the premises are in the condition required by this Lease, except as to any latent defects or omissions in the Landlord's construction.

4. PERMITTED USE. Tenant shall use and occupy the Demised Premises solely and exclusively for the conduct set forth in more detail in the RFP and for no other purpose without the prior written consent of the Landlord and under the name and style of the Tenant name.

4.1 RFP Terms. Tenant shall be bound by all terms and conditions established in the original RFP. If there is a conflict between the terms of the RFP and the terms of this Lease, the Terms of this Lease shall control.

5. LENGTH OF TERM. The term of the agreement for the Upper Merion Township Pool shall be the 2022 pool season, beginning May 1, 2022 (“Commencement Date”) through September 5, 2022 with automatic renewal options for four (4) successive seasons from the original term agreement year of 2022, limited to a total maximum term of five (5) seasons, terminating Monday, September 7, 2026 (“Term”). Notwithstanding the above terms, Landlord may terminate the Lease for any reason during or after the 2022 pool season by providing the Tenant with thirty (30) days written notice of such intention to terminate. If the Landlord desires to terminate the contract or any agreements prior to a pool season (i.e. after September but prior to May), the Landlord must notify the contractor, in writing, of its intention to terminate at least six (6) months prior to the beginning of the next pool season. The Tenant may terminate the contract at the end of any pool season by notifying the Landlord, in writing, of its intention at least six (6) months prior to the beginning of the next successive season. Neither party shall be liable for damages or losses resulting from the decision to terminate the contract. This Lease is non transferable, nor can it be assigned to a third party for fulfillment.

6. RENTAL.

6.1 Minimum Rent.

6.2 Tenant shall pay to Landlord a guaranteed minimum rent for each of the following periods during the term of this Lease, as follows:

Time Period	Annual Rental Amount
2022 Pool Season	\$2200 – 2 payments of \$1100 each due on 6/1/2022 and 7/1/2022 \$300 value in vouchers to be used to at the Pool Concession Stand

As indicated above, in addition to the annual rental amount, the Tenant agrees to pay the Landlord plus a \$300 value in vouchers to be used to at the Pool Concession Stand. The contractor will submit no later than fifteen (15) days after the end of each season, each year the contract is in effect, a Final Financial Statement in the form of an affidavit showing gross receipts. The preparation of this Financial Statement must be signed by the authorized representatives of the Tenant and notarized. The Tenant agrees to keep proper and complete books and records of accounts of its operations and to permit authorized agents of the Landlord, upon the Landlord’s request, to examine and audit the books and records without any delay upon the contractor’s part. The Tenant understands and agrees that a rental fee will be recalculated for each annual term this agreement is in effect.

6.3 Place of Payment. Tenant shall pay all rents and other charges hereunder, without notice, or demand, by check payable to Landlord or Landlord's agent and render all statements herein prescribed to Landlord at the Township Building, or to such other person or corporation at such place as shall be designated by Landlord in writing at least twenty(20) days prior to the next ensuing rental payment date. Landlord shall give Tenant a grace period of ten (10) days before any late payment is considered a default. Failure to pay all rentals and other charges due shall constitute a default hereunder and, in addition to all of Landlord's remedies hereunder, a late charge equal to the greater often (10) cents per dollar of rental payment or interest on such rental payment at the interest rate of four percent (4%) per annum above the prime rate of interest, with such interest to accrue from the date such Fixed Annual Rent becomes due.

6.4 Additional Rent. All payments to be made by Tenant under this Lease shall be deemed to be and shall become Additional Rent hereunder, whether or not the same be designated as such, and shall be due and payable on demand or together with the next succeeding installment of rent, whatever shall first occur; and Landlord shall have the same remedies for failure to pay the same as for a nonpayment of rent.

7. COMMON AREAS AND FACILITIES. All facilities furnished by Landlord in the Property and designated for the general use, in common, of occupants of the Property and their officers, agents, employees and customers, including, but not limited to, parking areas, streets, sidewalks, canopies, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas and other similar facilities, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall operate and maintain or cause to be operated and maintained the common facilities of the Property. Landlord shall have the right, from time to time: to change the area, level, location and arrangement of such parking areas and other facilities; to construct buildings and other improvements thereon and therein (including, without limitation, deck parking facilities on the parking areas, curb cuts in the roads, and kiosks in the parking areas); to permit the owners or occupants of

land located outside the Property and their invitees to use the common areas and facilities; to close temporarily all or any portion of said parking areas and other common facilities in order to make repairs, changes and additions thereto or to prevent a dedication thereof or the accrual of any prescriptive rights therein; to discourage non-customer parking; to make all rules and regulations pertaining to and advisable for the proper operation and maintenance of the common areas and facilities, including, but not limited to, reasonable regulations pertaining to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, and safety and security against fire, theft, vandalism, personal injury and other hazards; to conduct promotions in and to decorate the parking areas and the Property and to permit any merchants' association to do the same; and to do and perform such other acts in and to the parking areas and other common facilities as Landlord shall determine to be advisable to improve the convenience and use thereof by tenants of the Property and their customers. Tenant and any subtenants and licensees of Tenant shall comply with all rules and regulations made by Landlord pertaining to the operation and maintenance of said common areas and facilities.

8. PUBLIC UTILITIES. The Landlord agrees to pay the expenses of all public utilities (including trash and recycling removal) for each term the Lease is in effect, with the exception of propane expenses and telephone service. The Tenant will pay expenses for propane. The Tenant will make separate arrangements for installation and payment for telephone service, if desired.

9. TAXES. The Tenant agrees to provide, at its sole expense, all licenses and permits necessary to run the concession stand operation and to pay all applicable taxes including sales and mercantile taxes. If any of the foregoing are assessed against Landlord or as part of the real estate of which the Demised Premises are a part, Tenant shall pay to Landlord upon demand the amount of such additional taxes as may be levied against Landlord or said real estate by reason thereof. For the purpose of determining said amount, figures supplied by the assessing authority as to any amount so assessed shall be conclusive.

10. MAINTENANCE AND REPAIRS. The Landlord shall be responsible for major building maintenance. Major building maintenance shall include roofing, sidewalks, masonry repairs, painting, grass cutting and general turf care. The Tenant shall be responsible for all other maintenance to Demised Premises, including maintaining all equipment and property owned or provided by the Tenant and property owned and provided by the Landlord in good repair, at the Tenant's expenses. Landlord shall be responsible for the repair or replacement of any equipment or fixtures provided by the Landlord, providing the damage was not due to abuse or neglect by the Tenant. The Tenant agrees to and is responsible for cleaning kitchen exhaust systems, grease traps and maintaining any fire extinguishers within Demised Premises. The Landlord will cooperate with the Tenant in scheduling all maintenance activities on the Demised Premises. The Tenant understands and agrees that there are times the Landlord may have to perform required maintenance during Tenant's business operations and that the Landlord will perform such maintenance with the least inconvenience and interruption of the Tenant's business. The Tenant agrees to periodic maintenance inspections of said premises with the Landlord's representatives. The Tenant understands that the Landlord expects the Tenant's maintenance to be first-class. Unless any identified defects constitute a violation of this Lease or the RFPs warranting a 24 hour notice to correct violation, the Tenant agrees to correct any identified defects they are responsible for within a reasonable amount of time, but in no event more than five (5) days. Any repairs required to be made by Tenant hereunder are not made within five (5) days after written notice delivered to Tenant by Landlord, Landlord may, at its own option, make such repairs without any liability on the part of the Landlord for any loss or damage which shall result to the stock or business of Tenant by reason of such repairs, and Tenant shall pay to Landlord, upon demand, as Additional Rent hereunder, the reasonable cost of such repairs plus fifteen percent (15%) overhead. Tenant will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by accidental fire or other casualty insured against in standard policies of fire insurance with extended coverage and not caused by Tenant, its agents, employees or invitees. All alterations, improvements or additions to the Demised Premises shall remain on the Property and shall belong to Landlord upon the termination of this Lease for any reason whatsoever. No holes may be cut through the roof without Landlord's prior written consent. In the event any holes are required to be cut in the roof, Landlord, at Tenant's expense, will engage Landlord's roofing contractor approved by Landlord's bonding company to flash and patch such holes so as to maintain the validity of Landlord's roof bond and responsibility thereunder.

10.1 Respective Repair Obligations. Landlord will keep the roof and exterior walls of the Demised Premises in proper repair, any glass, doors, door closers or frames, excepting any work done by Tenant and work required by reason of Tenant's negligence or misuse of the Demised Premises, provided that in each case Tenant shall have given Landlord prior written notice of the necessity for such repairs. The repair or replacement of kitchen equipment or fixtures, glass, doors, door

closers and frames and of work done by Tenant and damage caused by Tenant's negligence or misuse of the fixtures/equipment or the Demised Premises shall be the responsibility of Tenant and shall be done by Tenant, except repairs to the roof and exterior walls which shall be done by Landlord; the reasonable cost of which is to be paid by Tenant, along with fifteen percent (15%) overhead. Tenant shall repair promptly, at Tenant's sole expense, any damage to the Premises including, without limitation, any damage to the plumbing, HVAC and electrical systems serving the Premises and any broken glass, caused by any construction or alterations performed by Tenant, or by the delivery, installation or removal of Tenant's property, or by Tenant's negligence. For purposes of this section, Tenant shall mean Tenant and its employees, agents, representatives, vendors and invitees. Tenant will also make all necessary repairs and replacements in order to keep the interior of the Demised Premises clean and in good order and proper repair at its own expense, using materials and labor at least equal in kind and quality to the original work.

10.2 Garbage and Oil/Grease Collection. It will be the responsibility of the Tenant to place all trash produced from the concession operation in the trash receptacles provided on site. Trash may not be left inside or outside the concession building over night, but must be placed in receptacles next to the building where it will be collected. The contractor shall complete thorough garbage and litter collection throughout the leased premises prior to leaving each day of operation and as otherwise required by the Aquatic Manager. Tenant will be directed as to where trash shall be placed on the pool complex. Tenant shall provide for oil/grease removal from concession stand and café as necessary. Tenant shall be responsible for removal of trash within a 25 ft diameter around the concession stand entrance.

11. ALTERATIONS. Tenant will not make any alterations, improvements or additions to the Demised Premises (which includes, but is not limited to, cutting or drilling into or securing fixtures, apparatus or equipment of any kind to the Demised Premises) during the Term of this Lease without first obtaining the written consent of Landlord. All alterations, improvements and additions made by Tenant, as aforesaid, shall remain upon the Demised Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to the termination of this Lease or any extensions, renewals or holdover periods, have given written notice to Tenant to remove same, in which event Tenant shall remove such alterations, improvements and additions and restore the Demised Premises to the same good order and condition in which it was at the commencement of this Lease; and should Tenant fail to do so, Landlord may do so, collecting the reasonable cost and expense thereof from Tenant as Additional Rent; or, at Landlord's option, by application of the Security Deposit required hereunder or by other remedy of law or in equity. Any work performed by or on behalf of Tenant, including all of Tenant's Work, is hereby acknowledged by Tenant to be solely for the benefit and use of Tenant and Tenant specifically acknowledges that any such construction, erection, alteration or repair is not for the immediate use and benefit of the Landlord. Tenant hereby agrees that it shall include a statement concerning the preceding sentence in all agreements for construction, erection, alteration or repair to the Demised Premises, Upon request of Landlord, Tenant shall provide to Landlord a written release of liens from any contractor or subcontractor or materialman working on or connected with any alterations, improvements, construction, erection or repair related to the Demised Premises. Tenant agrees to indemnify, defend and hold harmless, Landlord from and against any claims or liens filed related to payment for labor or materials related to the alteration, construction, erection or repair of the Demised Premises by or on behalf of Tenant.

12. AFFIRMATIVE COVENANTS OF TENANT. Tenant agrees at all times during the Term of this Lease:

- 12.1 To comply with any and all requirements of any constituted public authorities, and with the terms of any State or Federal statutes or local ordinances or regulations, applicable to Tenant for its use of the Demised Premises or the repair, maintenance, equipping, design or use thereof, and defend, indemnify and save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.
- 12.2 To give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Demised Premises and/or common areas or common facilities of the Property.
- 12.3 To keep the Demised Premises sufficiently heated to prevent freezing of water in pipes and fixtures.
- 12.4 To keep the Demised Premises, including, vestibules, entrances, doors, fixtures, windows and plate glass, in a safe, neat and clean condition at all times.
- 12.5 To report to Landlord all mechanical apparatus in need of servicing or repair.

- 12.6 To regularly remove all trash, refuse and waste materials from the Demised Premises and until removal to store (he same in adequate containers within the Demised Premises or as Landlord shall otherwise designate, in a location shielded from the direct view of the general public use of the Property and so as not to constitute any health or fire hazard or nuisance.
- 12.7 To perform all loading and unloading of goods only at such times in the areas and through the entrances as may be designated for such purposes by Landlord from time to time. Tenant will not permit any trailers or trucks to remain parked overnight in any area of the Property, whether loaded or unloaded without prior approval of Landlord.
- 12.8 To keep the outside areas immediately adjoining the Demised Premises (including walkways, entranceways immediately adjacent to the Demised Premises) clean and clear, and to refrain from placing and/or permitting any rubbish, obstruction or merchandise in such areas.
- 12.9 To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors and insects, vermin and other pests excepting that routine pest control measures will be performed by the Landlord.
- 12.10 To comply with all rules and regulations of Landlord in effect at the time of the execution of this Lease and those from time to time promulgated by Landlord, as Landlord shall deem necessary in its sole reasonable discretion, in connection with the Demised Premises or the Property, and to comply with the recommendations of Landlord's insurance carriers and their rate-making bodies.
- 12.11 To do all things reasonably necessary to prevent the filing of any mechanics' or other liens against the Demised Premises or any part thereof or against the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Demised Premises, or any part thereof, through or under Tenant, if any such lien shall at any time be filed against the Demised Premises or the Property, Tenant shall cause the same to be discharged of record, by bonding or otherwise, within twenty (20) days after the date of filing of the same. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Tenant shall repay to Landlord, as Additional Rent, on demand, sums disbursed or deposited by Landlord pursuant to the foregoing, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith, plus interest at the rate of fifteen percent (15%) from the date of payments by Landlord until repaid by Tenant. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.
- 12.12 To pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants, conditions and agreements of this Lease, whether incurred as a result of litigation or otherwise.
- 12.13 To repay to Landlord, as Additional Rent, on demand all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Section, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith in accordance with the terms of this Lease.

13. NEGATIVE COVENANTS OF TENANT. Tenant agrees that it will not do any of the following during the term of this Lease:

13.1 Use or suffer or permit the use of the Demised Premises or any part for any purpose or use in violation of any law or ordinance or any regulation of any governmental authority, or in any manner that will constitute an unreasonable annoyance to any occupant of the Property, or a nuisance, or that will injure the reputation of the Property or any part thereof, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the insurance premium rate of, or make inoperative, any policy or policies of insurance of any kind whatsoever at the time carried on any property, buildings or improvements in the Property or any part thereof, including the Demised Premises. In the event of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional

Rent any and all increase or increases of premiums on insurance carried by Landlord on the Demised Premises or the building of which the same may be a part.

13.2 Use or operate any machinery that is harmful to the building of which the Demised Premises are a part or which is disturbing to other tenants of the Property.

13.3 Burn any papers, trash, refuse or waste materials of any kind in or about the Demised Premises or the Property.

13.4 Use the Demised Premises or any portion thereof for lodging purposes other than the Permitted Use.

13.5 Use the sidewalks, parking lot and/or walkways for the display, storage, placement and/or sale of any merchandise, equipment and/or devices.

13.6 Use any objectionable advertising medium within the Property or in or about the Demised Premises, including, without limiting the generality of the foregoing, flashing lights, search lights, handbills, loudspeakers, phonographs, public address systems, sound amplifiers, radios or televisions which are visible or can be heard or experienced outside the Demised Premises.

13.7 Solicit business for itself or permit its licensees or concessionaires to solicit business, distribute handbills, engage in public sales demonstrations, itinerant vending or other activity, whether similar or dissimilar to any of the foregoing, in the parking areas, common areas or other common facilities.

13.8 Advertise or conduct an auction, fire, bankruptcy and/or going-out-of-business sale in the Demised Premises or any portion thereof.

13.9 Use the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any damaging or injurious substances therein.

13.10 In any manner obstruct, any parking areas, common areas or other common facilities.

13.11 Park or permit the parking of delivery vehicles so as to interfere with the use of any driveway, parking areas, walkways or common facilities; nor shall parking in any fire lanes be permitted.

13.12 Attach any awning, antenna or other projection to the roof or the outside walls of the Demised Premises or the building of which the same are a part.

13.13 Execute or deliver any financing statement and/or security agreement in any trade fixtures or other placed in or on the Demised Premises at anytime without first having obtained permission, in writing, from Landlord.

13.14 Penetrate the roof of the Demised Premises.

14. **SIGNS.** Tenant shall not exhibit, paint, inscribe or affix any sign, device, fixture, advertisement, notice or other lettering or attachment on or to the exterior of the Demised Premises, or the building or the Property of which the Demised Premises is a part, or inside the Demised Premises, if visible from the outside, without first obtaining Landlord's written consent (which shall not be unreasonably withheld), and if Tenant shall do any of the foregoing acts in contravention of this provision, Landlord shall have the right to remove any such decoration, paint, alteration, sign, device, fixture or attachment and restore the Demised Premises or common facility to the condition thereof prior to such act, and the cost of such removal and restoration shall be paid by Tenant as Additional Rent payable for the month next following such removal or restoration. Tenant shall also erect such additional signage as may be required by the Landlord in order to conform to other tenants' signs in the Property. Such signs shall comply with the sign standards and criteria established by Landlord. Tenant shall use a contractor designated by Landlord to manufacture and install Tenant's signs. Tenant shall obtain at its sole cost and expense all permits required in connection with such signs, and shall comply with all laws, orders, rules, and regulations of governmental authorities relative to the erection, maintenance and repair of such signs. Landlord shall, if requested, cooperate with Tenant to the extent required under such laws, orders, rules and regulations, provided, however, that Tenant shall reimburse Landlord for any expense incurred by Landlord in connection therewith. Upon termination, no sign may be removed without Landlord's consent.

15. RIGHTS OF LANDLORD. Landlord reserves, in addition to and not in substitution for other rights reserved herein, the following rights with respect to the Demised Premises;

15.1 At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Demised Premises and every part thereof and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises are a part. Landlord assumes no obligations to make such changes, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbances, loss of business or other damage to Tenant by reason of the performance by Landlord of work in, upon, above or under the Demised Premises. If Tenant shall not be personally present to open and permit an entry by Landlord into the Demised Premises at any time and for any reason an entry thereon shall be necessary, in the sole discretion of the Landlord, Landlord, or Landlord's agents, may enter the same by a master key, or may forcibly enter the same without rendering Landlord or such agents liable therefor and without in any manner affecting the obligations and covenants of this Lease.

15.2 Intentionally omitted.

15.3 To install or place upon or affix to the roof and exterior walls of the Demised Premises equipment, signs, displays, antennas, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building.

15.4 To make alterations or additions to and to build additional stories on the building in which the Demised Premises are contained, and to build adjoining the same, and to construct or add to other buildings or improvements in the Property and to permit others to do so.

15.5 To enter upon the Demised Premises if an excavation shall be made or authorized upon adjacent land for the purpose of doing such work as Landlord shall deem necessary to preserve the building of which the Demised Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

15.6 To discontinue any and all facilities furnished or services rendered by Landlord not expressly covenanted for herein, it being understood that such facilities or services constitute no part of the consideration for this Lease.

15.7 To use the roof and exterior walls of the Demised Premises for any purpose; to erect scaffolds, protective barriers and other aids to construction on, around and about the exterior of the Demised Premises, provided that access to the Demised Premises shall not be completely denied; to enter the Demised Premises to shore the foundations or walls thereof and to install, maintain, use, repair, inspect and replace pipes, ducts, conduits and wires leading through the Demised Premises serving other parts of the Property in locations which do not materially interfere with Tenant's use thereof. Tenant further agrees that Landlord may make any use it desires of the side and rear walls of the Demised Premises, provided that there shall be no encroachment upon the interior of the Demised Premises.

15.8 To promulgate at any time and from time to time such rules and regulations as Landlord in its sole discretion may deem necessary in connection with the Demised Premises, the building of which the Demised Premises are a part or the Property.

15.9 To make changes or revisions in the Property, including additions to, subtractions from and relocations or rearrangements of the buildings, parking areas and other common areas and facilities shown on such plan, provided only that the square footage of the Demised Premises and reasonable access thereto shall not be substantially impaired.

15.10 To sever ownership of or title to the various sections of the Property and to place separate mortgages on separate sections of the Property, in which case the rights of Tenant and other tenants in the Property will be preserved by a recorded declaration creating mutual reciprocal rights to use the parking and other common areas and the utilities and facilities needed for the full use and enjoyment of the Demised Premises by Tenant and other tenants or occupants in the Property without impairing any of the duties and obligations of Landlord to Tenant under this Lease. Tenant shall execute from time to time such instruments as may be reasonably required by Landlord and its mortgage(s) to effectuate the provisions of this subsection. Should Tenant fail to execute such instruments within five (5) business days of Landlord's request, Tenant is deemed to have approved execution of such instruments and Tenant hereby appoints Landlord as Tenant's attorney-in-fact (with such grant being coupled with an interest) to sign such instruments on behalf of Tenant.

15.11 To enter the Demised Premises at any time during the Term of this Lease if Tenant shall theretofore have

removed all or substantially all of its belongings from the Demised Premises and to alter, renovate and decorate the same without releasing Tenant from any of Tenant's obligations pursuant to this Lease, including, without limitation, Tenant's obligations to repair and restore the Demised Premises and to pay the full rent and other sums due hereunder.

The exercise of any rights reserved to Landlord in this section or otherwise shall not be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises and shall not render Landlord liable in any manner to Tenant or to any other person.

## 16. INSURANCE AND WAIVER OF SUBROGATION.

16.1 Tenant's Insurance and Types. At all times during the Term of this Lease, Tenant shall pay all premiums for and maintain in effect with a responsible company or companies licensed in the Commonwealth of Pennsylvania, acceptable to Landlord, policies of insurance in a form acceptable to Landlord for the benefit of Landlord, Landlord's agent, mortgagee and Tenant, as their interests may appear, as follows, and such other types of insurance, including business interruption insurance, and such additional amounts of insurance as, in Landlord's reasonable judgment, are necessitated by good business practice:

16.1.1. Insurance covering Tenant's trade fixtures, furnishings, equipment, betterments and leasehold improvements, inventory and other installations of Tenant, providing protection to the extent of not less than replacement value of the same against all casualties included under standard insurance industry practices within the classification "Fire Extended Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage." For the purpose of this Section, leasehold improvements shall include all improvements to the Demised Premises excepting the roof, floor slab and exterior walls.

16.1.2. Intentionally omitted.

16.1.3. Broad form comprehensive public liability insurance and damage insurance in companies acceptable to Landlord, and naming as additional insured Landlord and Landlord's Managing Agent, with combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) aggregate, ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and fire damage limits shall be in an amount not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). Tenant shall also keep in force, at its own expense, Worker's Compensation or similar insurance affording statutory coverage and containing statutory limits.

16.2 Certificates of Insurance. Tenant will furnish to Landlord, at the time Tenant receives possession of the Demised Premises, copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

16.3 Blanket Insurance Policies. Any insurance required of Tenant under this Lease may be furnished by Tenant under a blanket policy carried by it. Such blanket policy shall contain an endorsement that names Landlord, Landlord's agent, mortgagee and Tenant as additional insureds; references the premises; and guarantees a minimum limit available for the premises equal to the insurance amounts required in this Lease.

16.4 Subrogation. Each policy evidencing the insurance to be carried by Tenant under this Lease shall contain a clause that such policy and coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance.

17. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all suits, claims, actions, damages, liability and expenses (including court costs and reasonable attorneys' fees) arising out of any occurrence in or at the Demised Premises or the occupancy or use by Tenant of the Demised Premises or occasioned wholly or in substantial part by any act or omission of Tenant, its agents, subtenants, licensees, concessionaires, contractors, customers, invitees or employees. Tenant shall store its property and shall occupy the Demised Premises at its own risk, and hereby releases Landlord from all claims of every kind relating to loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss of damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss of damage that may be occasioned by the acts or commissions of any person occupying adjacent, connecting or adjoining premises. Except for Landlord's maintenance and repair obligations set forth in this Lease, Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Demised Premises or in any of

the equipment, machinery, utilities, appliances or apparatus within the Demised Premises. Landlord shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Demised Premises or the Property. In the event that Landlord shall be made a party to any litigation commenced by or against Tenant for which Landlord is otherwise entitled to be indemnified under this paragraph, Tenant shall indemnify and hold harmless Landlord from and against any liability arising therefrom, and shall pay all costs, expenses and reasonable attorneys' fees. Notwithstanding the foregoing, Tenant shall not be responsible for any damages caused by Landlord's negligent acts or omissions or the negligent acts or omissions of Landlord's agents, contractors, employees, servants or licensees (other than Tenant)

18. Intentionally deleted.

19. TRADE FIXTURES. All trade fixtures installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease, provided Tenant shall not at such time be in default under any covenant, condition or agreement contained in the Lease, and provided further, that in the event of such removal, Tenant shall repair the damage caused by such removal and Tenant shall also promptly restore the Demised Premises to their original order and condition. Any such trade fixtures not removed at or prior to such termination shall be and become the of Landlord. Lighting fixtures, heating and air-conditioning equipment, plumbing, sprinkler and electrical systems and fixtures shall not be removable at the expiration or earlier termination of this Lease and shall become the of Landlord, without any compensation therefor to Tenant. In performing under this paragraph, Tenant shall also comply with such provisions of the Section of this Lease entitled "Alterations", as applicable.

20. ASSIGNING, MORTGAGING, SUBLETTING. Without first obtaining the written consent of Landlord (which consent shall be subject to the sole discretion of Landlord), Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, pledge or otherwise encumber this Lease, all or part of Tenant's interest in this Lease or the Demised Premises, in whole or in part, or sublet the whole or any part of the Demised Premises or permit the use of the whole or any part of the Demised Premises by any licensee or concessionaire. Any such action shall be an event of default under this Lease. Payment of rentals due hereunder by any party other than Tenant named herein shall not be deemed to act as a consent to the assignment of this Lease or to the subletting of the whole or any part of the Demised Premises to such party or relieve Tenant of its obligation to pay the rentals provided herein. If Tenant is a corporation, and if control (including but not limited to change of directors, officers or transfer of ownership of fifty percent (50%) or more of shares of stock) thereof changes at any time during the term hereof, Landlord, at its option, may, by giving sixty (60) days prior written notice to Tenant, declare such change an event of default under this Lease. Any transfer, sale, pledge or other disposition, in any single transaction or cumulatively during the Term of this Lease, of fifty percent (50%) or more of the partnership interests of Tenant, if Tenant is a partnership, shall be deemed an assignment of this Lease and, therefore, prohibited. Tenant agrees that in case of any assignment of this Lease or subletting of the Demised Premises with the prior written consent of Landlord, it will not cause or allow any agent to represent it in such assignment or subletting other than Landlord or such other agent as may be designated in writing by Landlord. Tenant shall reimburse Landlord on demand for any reasonable costs that may be incurred by Landlord in connection with any consensual assignment or sublease or any assumption and/or assignment pursuant to the present or future bankruptcy code, including the costs of making investigations as to the financial condition and operating performance of the proposed assignee or sub-tenant, reviewing potential violations of existing exclusivity provisions, and legal costs incurred in connection with the granting of any requested consent or assumption and/or assignment pursuant to the present or future bankruptcy code.

21. MORTGAGE SUBORDINATION. This Lease is and shall be automatically subject und subordinate to any and all mortgages now or hereafter placed upon the Property or any part thereof, and to all future modifications, consolidations, replacements, extensions, renewals, amendments and supplements to said mortgages. Notwithstanding such subordination, this Lease, except as otherwise hereinafter provided, shall not terminate or be divested by foreclosure or other default proceedings under said mortgages or obligations secured thereby, and Tenant shall attorn to and recognize the lessor, mortgagee, trustee or purchaser at the foreclosure or judicial sale in the event of such foreclosure or other default proceeding as Tenant's landlord for the balance of the Term of this Lease, subject to all of the terms and provisions hereof. Such lessor, mortgagee, trustee or purchaser at said foreclosure or judicial sale shall not be:

- (a) liable for any act or omission of Landlord;
- (b) subject to any offsets or defenses which Tenant might have against Landlord;

- (c) bound by any rent or Additional Rent which Tenant may have paid to Landlord for more than the current month; and
- (d) bound by any amendment or modification of this Lease made without consent of the then-current holder of any mortgages.

22. PERFORMANCE OF TENANT'S COVENANTS. If Tenant shall default in the performance of any covenant required to be performed by it under this Lease, Landlord may perform the same for the account and at the expense of Tenant, after first giving reasonable notice to Tenant of its intention to do so, and in connection therewith Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action. If Landlord at any time is compelled to pay, or elects to pay, any sum of money, or to do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provisions hereof, or if Landlord incurs any expense, including reasonable counsel fees, in instituting, prosecuting or defending against any action or proceeding instituted by reason of any default of Tenant hereunder, the amount of such payments or expenses shall be paid by Tenant to Landlord as Additional Rent on the next day following such payment or the incurring of such expenses upon which a regular monthly rental payment is due, together with interest thereon at the rate of fifteen percent (15%) per annum.

23. Intentionally Deleted

24. CUSTOM AND USAGE. Notwithstanding any law, usage or custom to the contrary or any conduct or custom on the part of either party in refraining from enforcing its rights hereunder at any time or times, both parties shall have the right at all times to enforce the covenants, conditions and agreements of this Lease in strict accordance with the terms hereof; and the failure of either party at any time or times to enforce its rights under the covenants, conditions and agreements of this Lease in strict accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific covenants, conditions and agreements of this Lease or as having in any way or manner modified or waived the same.

25. SURRENDER AND HOLDING OVER. Tenant, upon the expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Demised Premises in broom-clean condition and in the condition and good repair required to be maintained by Tenant during the Term, or any written extension or renewals hereof. If Tenant fails to surrender the Demised Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees and costs of ejectment and enforcement of this Lease), expenditures and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom. If Tenant remains in possession of the Demised Premises with Landlord's consent after the expiration of the Term of this Lease, but without a new Lease or an extension or renewal of the Term reduced to writing and duly executed, Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month to month only, but otherwise subject to all the covenants, conditions and agreements of this Lease. If Landlord and Tenant shall enter into a written extension or renewal of the Term of this Lease, all of the terms, covenants and conditions of this Lease (except as otherwise provided therein) shall apply to such extended or renewal Term, and in that event all references to the "Term of this Lease" referred to herein shall apply (except as otherwise stated in such extension or renewal agreement) to such extended or renewal Term.

26. CHANGES TO PROPERTY APPROVALS.

26.1 Alterations to Property. Landlord hereby reserves the right at any time and from time to time to: (a) make changes or revisions in the layout of the Property including, but not limited to, additions to, subtractions from, or rearrangements of the building areas and/or common areas (both interior and/or exterior), (b) construct additional or other buildings or improvements in the Property and make alterations thereof or additions thereto and build additional stores on any such building or buildings; and (c) increase or decrease the land size of the Property, and any land so added shall thereafter be subject to the terms of this Lease and shall be included in the term "Property" as used in this Lease, and any land so withdrawn shall thereafter not be subject to the terms of this Lease and shall be excluded from the term "Property" as used in this Lease. In the event Landlord shall elect to construct any additional buildings, all easement rights granted herein to

Tenant shall automatically terminate as to the land upon which such additional buildings are constructed, and Landlord shall have the absolute right to redefine the easements comprising the Property. Notwithstanding the above, if Landlord materially changes either the square footage available to Tenant, or easement access, without Tenant's written approval, Tenant may terminate this Lease.

26.2 Intentionally Deleted.

26.3 Additions to Property. Tenant acknowledges that Landlord hereby reserves the right from time to time to enlarge the Property by (i) constructing other buildings or portions of the Property, with or without any additional parking or other common areas; (ii) including within the existing Property other properties now or hereafter owned by Landlord adjacent to the Property; and (iii) constructing buildings and common areas on such additional property. Until Landlord makes such election, Tenant's share shall continue as though such enlargement had not occurred.

27. Intentionally Deleted.

28. EMINENT DOMAIN OR DAMAGE.

28.1 Eminent Domain.

28.1.1. Entire Taking. In the event that the whole of the Demised Premises shall be taken under the power of eminent domain, this Lease shall hereupon terminate as of the date possession shall be so taken.

28.1.2. Partial Taking. In the event that a portion of the floor area of the Demised Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business, notwithstanding Landlord's performance or restoration as hereinafter provided, this Lease shall thereupon terminate as of the date it becomes impracticable for Tenant to conduct business. In the event of any taking under the power of eminent domain which does not terminate this Lease as aforesaid, all of the provisions of this Lease shall remain in full force and effect, except that the Minimum Rent and the Volume Allowance shall be reduced in the same proportion that the amount of floor area of the Demised Premises taken bears to the total floor area of the Demised Premises immediately prior to such taking, and Landlord shall, at Landlord's own cost and expense, restore such part of the Demised Premises as is not taken to as near its former condition as the circumstances will permit, and Tenant shall do likewise with respect to all exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant.

28.1.3. Damages. All damages awarded for any such taking under the power of eminent domain, whether for the whole or part of the Demised Premises, shall belong to and be the of Landlord in their entirety, whether such damages shall be rewarded as compensation for loss or diminution in value of the leasehold or for the fee of the Demised Premises; provided, however, that Landlord shall not be entitled to any separate award made directly to Tenant for loss of, or damage to. Tenant's trade fixtures and removable personal or for damages for cessation or interruption of Tenant's business. Tenant has no claim against Landlord or condemning authority for the value of the unexpired term of the Lease.

28.1.4. Fees Upon Termination. If this Lease is terminated as provided in this Section 28.1, all Minimum Rent, and other sums due hereunder shall be paid to the date that it becomes impracticable for Tenant to conduct business, and Landlord shall make an equitable refund of any rent paid by Tenant in advance and not yet earned.

28.1.5. Voluntary Sale in Lieu of Eminent Domain. A voluntary sale by Landlord to any public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be taking by eminent domain for the purposes of this Section 28.1.

28.2 Damage.

28.2.1. Termination in Event of Casualty. If a significant portion of the Demised Premises or of the Property shall be damaged by fire or other casualty, then either party shall have the right to terminate this Lease by giving written notice of such termination to the other party within ninety (90) days following the occurrence of such fire or other casualty. In the event of such termination of this Lease, Landlord and Tenant shall be relieved from any and all further liability or obligation hereunder, but shall not be relieved from any liability or obligation that arose prior to such termination.

28.2.2. Repair from Casualty. If all or any portion of the Demised Premises is damaged by fire or other casualty insured under Landlord's fire insurance policy, and this Lease is not terminated in accordance with the provisions of Section 28.2.1 above, then Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair or rebuild the Demised Premises or such portion thereof to its condition immediately prior to such occurrence; provided, however, that in no event shall Landlord be obligated to expend in such repair or rebuilding any sums in excess of the proceeds of any insurance policy actually paid in hand to Landlord (including insurance proceeds released for such purposes by holders of mortgages encumbering the Demised Premises, it being understood that Landlord shall not be required to rebuild as aforesaid unless such holders of mortgages make such proceeds available). Notwithstanding any other provision of this Lease, nothing contained herein shall be deemed to require Landlord, and in no event shall Landlord be required, to repair, restore or rebuild any part or portions of the Demised Premises, or of Tenant's fixtures, equipment or appurtenances therein, constituting a part of Tenant's Work as defined in Section 3.2 hereof.

28.2.3. Rental Adjustment in Event of Casualty. The Minimum Rent shall be abated proportionately based on the extent to which Tenant's use of (he Demised Premises is impaired during the period of any damage, repair or restoration provided for in this Section 28.2. Tenant shall continue the operation of its business on the Demised Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management. Except for the adjustment of Minimum Rent hereinabove provided, Tenant shall not be entitled to any compensation of damage for loss of use of the whole or any part of the Demised Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

## 29. EVENTS OF DEFAULT.

29.1 The following events or any one or more of them shall be events of default under this Lease:

29.1.1. Tenant shall fail to pay any Minimum Rent, Additional Rent or other sum payable hereunder when the same is due and payable and such failure continues for ten (10) days or more; or

29.1.2. Either party's failure to perform or comply with any of the terms, covenants, agreements or conditions hereof (other than those of Section 29.1.1.) and such failure shall continue for more than twenty (20) days after written notice thereof from the non-defaulting party; provided, however, that if the default cannot be cured within twenty (20) days, the defaulting party shall not be considered in default if the defaulting party shall, within such period, have commenced with due diligence and dispatch to cure such default, and shall thereafter complete the curing of such default within thirty (30) days after such written notice; or

29.1.3. Tenant shall refuse to take possession of the Demised Premises or shall fail to open its store in the Demised Premises for business by the date required in Section 3 hereof or shall discontinue conduct of business or shall vacate the Demised Premises and permit the same to remain unoccupied and unattended; or

29.1.4. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, for its reorganization, or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking of possession of the of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or

29.1.5. The bankruptcy of any surety or guarantor of this Lease; or

29.1.6. Tenant's removal, or attempt to remove, or manifesting an intention to remove, Tenant's goods, products, inventory or fixtures from or out of the Demised Premises other than in the ordinary and usual course of business without having first paid Landlord all rent which may become due during the entire Term of this Lease and any renewals or extensions thereof, including holdover periods and Landlord may thereupon terminate this Lease.

29.1.7. Violations of any of the terms or conditions of the RFP.

## 30. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT.

30.1 Remedies. Upon the occurrence of an event of default hereunder:

30.1.1. If the default is by Tenant, the whole rent for the balance of the Term of this Lease, as hereinafter computed, or any part hereof, shall, at the option of Landlord, immediately without act or notice become due and payable as if by the terms of this Lease the same were payable in advance; and

30.1.2. If the default is by Tenant, Landlord may immediately proceed to distrain, collect or bring action for the whole rent or such part thereof as aforesaid, as being rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to (he foregoing or not, to enforce payment thereof; and

30.1.3. If the default is by Tenant, Landlord may, at Landlord's option, exercise any and all other rights and remedies contained in this Lease, including, without limitation, the rights and remedies provided this Section; and

30.1.4. If the default is by Landlord, Tenant may, at Tenant's option, exercise any and all other rights and remedies permitted by this Lease, statutory law or common law unless specifically waived.

30.2 Computation of Balance of Rent. Rent for the remainder of the balance of the Annual Term after any event of Tenant default for the purpose of computing the rent for the balance of the Term of this Lease under Section 30.1 hereof shall be computed as equal to the Minimum Rent payable by Tenant pursuant to Section 6 of this Lease for the remaining Annual Term, plus any Additional Rent payable for the then-current year, including any applicable liquidated damages as set forth above. If the amount of Additional Rent for the then-current year is not then known. Tenant's share of Additional Rent payable for the preceding year shall be used in the computation of annual rent.

30.3 Entry by Landlord and Right to Relet. Upon the occurrence of an event of Tenant's default, Landlord may, at any time thereafter, re-enter and repossess the Demised Premises and any part thereof and attempt to relet all or any part of such premises for the account of Tenant for such rent and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including extending the term beyond the stated termination of this Lease, and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages, except to the extent required by law or reasonable business practices. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Demised Premises to the extent deemed by Landlord desirable or convenient, and the cost thereof, together with any reasonable brokerage and legal fees expended by Landlord, shall be payable by Tenant as Additional Rent hereunder. Any sums collected by Landlord from any new tenant shall be credited against the balance of the rent due hereunder as aforesaid.

30.4 Termination. At any time after any event of Tenant's default shall occur, Landlord, at its option, may serve notice upon Tenant that this Lease and the then-unexpired Term hereof shall cease and expire and become absolutely void on the date specified in such notice, which shall be not less than five (5) days after the date of such notice, and, at the expiration of the time limit in such notice, this Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein specified for expiration of the Term of this Lease. Thereupon, Tenant shall immediately quit and surrender the Demised Premises to Landlord, and Landlord may enter into and repossess the Demised Premises by summary proceedings, detainer, ejection or otherwise, and remove all occupants therefrom and any thereon without being liable to indictment, prosecution or damages therefor.

30.5 CONFESSION OF JUDGMENT FOR RENT. TENANT COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF ANY EVENT OF ANY TENANT DEFAULT AS PROVIDED IN THIS LEASE LANDLORD MAY CAUSE JUDGMENT TO BE ENTERED AGAINST TENANT, AND FOR THAT PURPOSE TENANT HEREBY AUTHORIZES AND EMPOWERS LANDLORD OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT AND TO CONFESS JUDGMENT AGAINST TENANT AND AGREES THAT LANDLORD MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. FOR THE RECOVERY FROM TENANT OF ALL RENT HEREUNDER AND/OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AS WELL AS FOR INTEREST AND COSTS AND REASONABLE ATTORNEYS' COMMISSIONS, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT THIS LEASE, OR A TRUE AND CORRECT COPY HEREOF, SHALL BE SUFFICIENT WARRANT. SUCH JUDGMENT MAY BE CONFESSED AGAINST TENANT FOR THE AMOUNT OF RENT IN ARREARS AND/OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT AS WELL AS FOR INTEREST AND COSTS, TOGETHER WITH AN ATTORNEYS'

COMMISSION OF FIVE PERCENT (5%) OF THE FULL AMOUNT OF LANDLORD'S CLAIM AGAINST TENANT. NEITHER THE RIGHT TO INSTITUTE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO.2950 ET SEQ. NOR THE AUTHORITY TO CONFESS JUDGMENT GRANTED HEREIN SHALL BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, BUT SUCCESSIVE COMPLAINTS MAY BE FILED AND SUCCESSIVE JUDGMENTS MAY BE ENTERED FOR THE AFORESAID SUMS FIVE (5) DAYS OR MORE AFTER THEY BECOME DUE AS WELL AS AFTER THE EXPIRATION OF THE ORIGINAL TERM OR ANY EXTENSION OR RENEWAL OF THIS LEASE.

30.6 CONFESSION OF JUDGMENT FOR POSSESSION. TENANT COVENANTS AND AGREES THAT (EITHER BECAUSE OF CONDITION BROKEN DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF OR WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED) UPON THE OCCURRENCE OF ANY EVENT OF TENANT DEFAULT AS PROVIDED IN THIS LEASE LANDLORD MAY CAUSE JUDGMENT IN EJECTMENT TO BE ENTERED AGAINST TENANT FOR POSSESSION OF THE DEMISED PREMISES, AND FOR THAT PURPOSE TENANT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT AND TO CONFESS JUDGMENT AGAINST TENANT IN EJECTMENT FOR POSSESSION OF THE DEMISED PREMISES AND AGREES THAT LANDLORD MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2970 ET SEQ FOR THE ENTRY OF AN ORDER IN EJECTMENT FOR THE POSSESSION OF REAL PROPERTY, AND TENANT FURTHER AGREES THAT A WRIT OF POSSESSION PURSUANT THERETO MAY ISSUE FORTHWITH, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT AND FOR THE ISSUANCE OF WRITS OF POSSESSION PURSUANT THERETO THIS LEASE, OR A TRUE AND CORRECT COPY HEREOF, SHALL BE SUFFICIENT WARRANT. TENANT FURTHER COVENANTS AND AGREES THAT IF, FOR ANY REASON WHATSOEVER AFTER SAID ACTION SHALL HAVE COMMENCED, THE ACTION SHALL BE TERMINATED AND POSSESSION OF THE DEMISED PREMISES SHALL REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OF DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS ABOVE SET FORTH, TO COMMENCE SUCCESSIVE ACTIONS FOR POSSESSION OF REAL AND TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESSION IN EJECTMENT FOR POSSESSION OF THE PREMISES DEMISED HEREUNDER.

30.7 Conclusiveness of Copy of the Lease. In any procedure or action to enter judgment by confession for money pursuant to Section 30.5 hereof, or to enter judgment by confession in ejectment for possession of real pursuant to Section 30.6 hereof, if a true copy of this Lease (the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

30.8 Tenant's Releases. Authorizations and Waivers. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter judgment by confession by virtue of the warrants of attorney contained in this Lease, and all liability therefor. Tenant further authorizes the prothonotary or any clerk of any court of record to issue a writ of execution or other process, and further agrees that real estate may be sold on a writ of execution or other process. If proceedings shall be commenced to recover possession of the Demised Premises either at the end of the Term or sooner termination of this Lease, or for nonpayment of rent or for any other reason, Tenant specifically waives the right to any notice now or in the future required under any statute.

30.9 Enforcement by Landlord's Assignee. The right to enter judgment against Tenant by confession and to enforce all of the other provisions of this Lease herein provided for may, at the option of any assignee of this Lease, be exercised by any assignee of the Landlord's right, title and interest in this Lease in his, her, its or their own name, any statute, rule of court, custom or practice to the contrary notwithstanding.

30.10 Waiver by Tenant. In the event of termination of this Lease prior to the date of expiration herein originally fixed, whether by reason of service of notice as provided herein terminating this Lease or by reason of entry or re-entry, summary proceedings, ejectment or operation of law, Tenant hereby waives all right to recover or regain possession of the Demised Premises or to save forfeiture by payment of rent due or by other performance of the conditions, terms or provisions hereof if such termination occurred by reason of any failure in performance hereof, and without limitation of or by the foregoing, Tenant waives all right to reinstate or redeem this Lease notwithstanding the provisions of any statute, law or decision now or hereafter in force or effect.

30.11 Entry and Re-Entry. The words "entry" and "re-entry" as used in this Lease shall not be deemed restricted to their technical legal meaning. No re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a notice of such intention is given to Tenant. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach in the manner provided in this Section 30.

30.12 Remedies Cumulative. In the event of a breach or threatened breach by either party of any of the agreements, conditions, covenants or terms hereof, the non-breaching party shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to the parties in this Lease are distinct, separate and cumulative remedies, and no one of them whether or not exercised shall be deemed to exclude any of the others.

30.13 Application of Payments. Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed by the parties in a writing which makes specific reference to this section. The acceptance by Landlord of a check or checks drawn by other than Tenant shall not in any way affect Tenant's liability hereunder, nor shall such acceptance be deemed an approval of any subletting or assignment of this Lease by Tenant.

30.14 Bankruptcy.

30.14.1. If there shall be filed against Tenant or any guarantor or surety of this Lease or any of Tenant's obligations under this Lease, in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or any portion of Tenant's or such guarantor's or surety's property, and if, within thirty (30) days thereof, Tenant or such guarantor or surety fails to secure a discharge thereof, or if Tenant or such guarantor or surety shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into such an arrangement, then this Lease, at the option of Landlord, may be cancelled or terminated, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to acquire or remain in possession of the Demised Premises, as the case may be, and Landlord shall have no further liability hereunder (o Tenant or such person, and Tenant or any such person shall forthwith quit and surrender the Demised Premises. If this Lease shall be so cancelled or terminated, Landlord, in addition to the other rights and remedies of Landlord under Section 30.14 hereof, or contained elsewhere in this Lease, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit and any other money received by Landlord from Tenant or others on behalf of Tenant.

30.14.2. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code"), fifty(50%) percent of any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive of Landlord and shall not constitute of Tenant or of the estate of Tenant, within (he meaning of the Bankruptcy Code. Any monies or other consideration constituting Landlord's under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

30.14.3. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon the request of Landlord, forthwith execute and deliver to Landlord an instrument, in the form and substance acceptable to Landlord, confirming such assumption.

30.14.4. In addition to Landlord's right to approve or disapprove the proposed sublease or assignment, as hereinbefore set forth. Landlord shall have the right, to be exercised by giving notice to Tenant within thirty (30) days after receipt of Tenant's request to assign or sublet, to recapture the premises, or portion thereof described in the proposed sublease or assignment. If notice of such recapture is given, it shall serve to cancel and terminate this Lease with respect to the proposed sublease or assignment space, or, if the proposed sublease or assignment covers the entire premises and term, it shall serve to cancel and terminate the Lease, in either case as of the thirtieth (30th) day after the date of Landlord's notice and as fully and completely as if that date had been definitely fixed as the expiration of the term of this Lease. If this Lease is cancelled pursuant to the term hereof with respect to less than the entire premises, the Minimum Rent shall be adjusted on the basis of the proportion of the total area retained by Tenant to Tenant's total area originally demised hereby, the Lease so amended shall continue thereafter in full force and effect. The failure of Landlord to exercise its right of recapture shall not be construed in any manner to be an approval of Tenant's request to assign or sublet, such approval to be effective only if given in writing

by Landlord to Tenant.

30.14.5. If the Landlord shall not be permitted to terminate this Lease because of the provisions of the Bankruptcy Code, then Tenant or any trustee for Tenant agrees promptly, with no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court.

30.15 Reimbursement of Expenses. Tenant agrees that in the event of Tenant's default in the performance of any of the terms, conditions or covenants of this Lease results in Landlord, in the exercise of its sole discretion, using the services of an attorney to remedy or attempt to remedy such default or pursue any remedies hereunder, Tenant will reimburse Landlord for any and all reasonable expenses incurred in any action which the attorney may take. Such reasonable expenses shall include but not be limited to legal fees, court costs, cost of filing and service of process, etc.

30.16 Collateral.

30.16.1. For valuable consideration and as security for the payment of Minimum Annual Rent, Additional Rent and all other charges required to be paid by Tenant and the obligations to be performed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in Tenant's merchandise, Tenant's inventory, Tenant's now or hereafter placed in the Demised Premises, Tenant's accounts receivable derived from Tenant's business in the Demised Premises, and the proceeds of all of the aforesaid items (collectively, the "Collateral").

30.16.2. Tenant covenants that the security interest hereby granted Landlord is prior to all other security interests in (he Collateral, except bona fide purchase money security interests. Tenant agrees not to remove the Collateral or any portion thereof from the Demised Premises without the prior written consent of Landlord, provided, however, the foregoing shall not preclude Tenant from selling its merchandise in (he ordinary course of business prior to the dale Landlord re-enters the Demised Premises as provided in Section 30.3.

30.16.3. Upon the occurrence of a default, then or at any time thereafter Landlord shall have the remedies of a secured party under the Pennsylvania Uniform Commercial Code, including, without limitation, the right to take possession of the Collateral, and for that purpose Landlord may enter upon the Demised Premises and remove therefrom the Collateral or any part thereof. Landlord shall give Tenant at least five (5) days prior notice of any public sale of the Collateral or the date on which any private sale or any other intended disposition is to be made and, at any such sale, Landlord may purchase the Collateral.

30.16.4. Within ten (10) days after demand therefor from Landlord, Tenant agrees to execute and deliver to Landlord financing statements, renewals thereof and such other documents as may be required to perfect the security interest of Landlord in the Collateral.

30.16.5. This security agreement and the security interest in the Collateral hereby created shall be terminated when all Minimum Annual Rent, Additional Rent and other charges and all obligations of Tenant becoming due under this Lease and any renewals or extensions hereof shall have been fully paid and performed.

31. NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered (including, without limitation, delivery by courier or messenger service) or forwarded by United States registered or certified mail, postage prepaid, to the respective addresses set forth in this Lease. Such addresses may be changed from time to lime by either party by serving notice as above provided. Whenever notice is given to Landlord, a copy must be given to Leasing Agent.

32. SUCCESSORS AND ASSIGNS.

32.1 All rights, obligations, and liabilities herein imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of the parties, subject to the provisions of Section 20 and except as expressly provided in this section; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, conditions and agreements herein, and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein and, if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one

thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless such assignment is permitted under this Lease. In the event of any assignment, sub-lease or transfer of this document, if permitted, such assignment, sub-lease or transfer shall only be effective if a document containing a restated confession of judgment and waiver of rights as set forth herein has been executed by assignee, sub-lessee or transferee. Any assignment, sub-lease or transfer shall be considered null and void in the absence of such restated confession of judgment and waiver of rights. The use of the neuter or singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two (2) or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

32.2 The term "Landlord" as used in the Lease, so far as covenants, conditions and agreements on the part of the Landlord are concerned, shall be limited to mean the Landlord named in the heading to this Lease, its successors and assigns; and, in the event of any transfer or transfers of the title to the Demised Premises, the said Landlord (and in the case of any subsequent transfer or conveyance, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants, conditions and agreements on the part of said Landlord contained in this Lease thereafter to be performed; it being intended hereby that the covenants, conditions and agreements contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default any party claiming through, under, or by way of Tenant thereunder, including Tenant itself, shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Property, and Landlord shall not be liable for any deficiency, and there shall be no recourse by Tenant against any other assets of Landlord.

33. SCOPE AND INTERPRETATION. This Lease and the associated Exhibits contains all the covenants and agreements between the Landlord and Tenant relating in any manner to the rental, use and occupancy of the Demised Premises and other matters set forth in this Lease. No prior agreement and understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Landlord and Tenant. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf either orally or in writing (excepting this Lease), has induced Tenant to enter into this Lease. The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance and enforcement of this Lease.

34. FORCE MAJEURE. In the event that Landlord shall be delayed or hindered or prevented from the performance of any act required hereunder, by reason of act of God, fire casualty, action of the elements, strikes, lockouts, other labor troubles, inability to procure, or general shortage of labor, equipment, facilities, materials or supplies, failure of transportation or of power, restrictive governmental laws or regulations, riots, insurrection, war or any other cause similar or dissimilar to the foregoing beyond the control of Landlord, the performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for the period necessary to complete performance after the end of the period of such delay.

35. ESTOPPEL CERTIFICATION. Tenant agrees that at any time and from time to time at reasonable intervals, within five (5) business days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord, Landlord's mortgagee, or other person designated by Landlord a certificate in a form as may, from time to time, be provided, ratifying this Lease and certifying (i) that Tenant has entered into occupancy of the Demised Premises and the date of such entry if such is the case; (ii) that the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or, if there has been any assignment, modification, supplement or amendment, identifying the same); (iii) that this Lease and any associated Exhibits represent the entire agreement between Landlord and Tenant as to the subject matter hereof; (iv) the date of commencement and expiration of the Term; (v) that all conditions under this Lease to be performed by Landlord have been satisfied and all required contributions by Landlord to Tenant on account of Tenant and Tenant's improvements have been received (and if not, what conditions remain unperformed); (vi) that to the knowledge of the signer of such writing no default exists in the performance or observance of any covenant or condition in this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord (or specifying each default, defense or offset of which the signer may have knowledge); (vii) that no Minimum Rent or other rental has been paid in advance and no security has been deposited with Landlord except as set forth in this Lease; (viii) the date to which

Minimum Rent and all other rentals have been paid under this Lease; (ix) the amount of Minimum Rent and other charges payable by Tenant under the Lease; (x) that Landlord has no obligation for painting, repairs or improvements to the Demised Premises; and (xi) that there are no renewal options or options to purchase or expand the Demised Premises (except as stated in this Lease). Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute such a writing in the event Tenant shall fail to do so within five (5) business days of receipt of Landlord's request.

36. NOTICE TO MORTGAGEE. Tenant agrees that Landlord shall not be in default under any of the provisions of this Lease to be performed or complied with by Landlord unless Tenant shall first have given written notice to Landlord and to the holders of any mortgages upon the Property (if Landlord shall have notified Tenant of the names and addresses of the holders of such mortgages) specifying the default, and if such alleged default shall not have been cured by Landlord or the holder of any such mortgages within twenty (20) days after such written notice or such additional time as is reasonably required to cure the default after the giving of the written notice,

37. QUIET ENJOYMENT. Tenant, upon paying the Minimum Rent, common area maintenance charges, Real Estate Taxes and other charges herein provided for, and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

38. HAZARDOUS SUBSTANCES.

38.1 As used herein, the term "hazardous material" shall mean any impermissibly high levels (with reference to existing statutes, regulations and ordinances) of any hazardous or toxic substance, material or waste (including, without limitation, asbestos and petroleum products) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or and/or the use and/or disposal of which is regulated by any governmental authority. If the Demised Premises, any equipment, trade fixtures or other mechanical apparatus therein contains any hazardous material, Landlord, at its election, shall have the right to (i) cause Tenant to remove and properly dispose of same, all at Tenant's sole cost and expense and in compliance with the provisions hereof, or (ii) perform the removal and disposal thereof itself, in which event Tenant shall reimburse Landlord, on demand, for the cost incurred by Landlord in doing so and securing the certifications referred to below. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Demised Premises by Tenant, its agents, employees, contractors or invitees.

38.2 If Landlord requires Tenant to remove the hazardous material, Tenant shall retain the services of an environmental engineer and a contractor, both of whom must be previously approved in writing by Landlord. Tenant shall submit to Landlord for approval, the insurance certificates of Tenant's environmental engineer and contractor, a written removal plan and detailed plans and specifications which shall disclose, without limitation, the dates on which such work is to be performed and the steps to be taken to protect the public, all public areas in the Property, and the HVAC, water, sanitary and storm systems from contamination during the removal and disposal process. No work disclosed in the removal plan shall be commenced until Landlord has approved all aspects of such removal and disposal process and Tenant shall only perform such work in strict accordance with the process as approved by Landlord. Tenant shall close for business while such work is being performed. Landlord reserves the right to monitor the performance of such work from time to time and, if Landlord believes that such work is being done in a manner which permits hazardous material to escape from the Demised Premises, or otherwise constitutes an unsafe condition, at Landlord's direction, Tenant shall immediately cease such work until such problem has been corrected to Landlord's satisfaction. Tenant shall replace any contaminated equipment or materials removed from the Demised Premises with new equipment or material performing the same function. If asbestos is removed from the Demised Premises, prior to replacing the asbestos with an approved fire retardant material, Tenant shall cause its consulting engineer to perform an air quality test in the Demised Premises and to certify the result thereof in a letter directed from such engineer to Landlord and Agent. Tenant shall not install such fire retardant material or reopen for business, until the results of such air quality tests are accepted by Landlord. Tenant shall perform such further acts as may be required to make such results acceptable to Landlord. Upon Landlord's acceptance of the air quality test, Tenant shall install the fire retardant material and promptly reopen for business.

38.3 Tenant shall comply with all present and future federal, state and local laws, codes, ordinances and regulations, and permit and license conditions governing the discharge, emission or disposal of any pollutant in, to or from the Demised Premises, other premises or the environment and prescribing methods for storing, handling or otherwise managing hazardous

substances and wastes, including, but not limited to, the then-current versions of the following statutes, their state analogs, and the regulations implementing them: The Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.); the Clean Water Act (33 U.S.C. 1251 et seq.); the Clean Air Act (42 U.S.C. 7401 et seq.); and the Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

Tenant shall obtain all permits, licenses and approvals required under federal, state and local laws, codes, ordinances and regulations. Tenant shall give prompt written notice to the Landlord of any violation of any such law, code, ordinance or regulation by the Tenant, its subtenants, licensees or concessionaires, whether or not a citation or other notice of violation has been issued by a governmental authority, and shall take all steps necessary to remedy such violation.

38.4 Tenant, upon expiration or termination of this Lease, shall render to Landlord the Demised Premises in clean condition and free from the presence and contamination of any hazardous substances or wastes other than any of the same which were present at the commencement of this Lease. Prior to the expiration, Landlord reserves the right to have an inspection ordered to determine compliance with applicable environmental rules and regulations and the existence of any hazardous substance or hazardous waste. All costs for said testing and inspections, if required by Landlord, shall be at the sole cost and expense of Tenant. In the event that any clean-up or removal cannot be accomplished by the end of the Term of the Lease, then the Term shall be automatically extended for such period as it takes to remove or clean up the items found. During this extended Term, all terms and conditions of the Lease shall be increased by the sum of ten percent (10%) over the rental in effect immediately prior to the end of the then-current term. After removal or clean-up of the items in question, a final report shall be prepared demonstrating that the premises complies with all applicable environmental rules, regulations and agencies. Said inspection, if required, shall be paid for by Tenant.

38.5 To the extent permissible by law. Tenant shall accept full responsibility for and protect, defend, indemnify and save harmless Landlord, its officers, agents and employees from and against any and all claims, actions, suits, losses, damages, liability and expenses of any character, including, but not limited to, costs of investigation, remediation, consequential damages, including loss of rent with respect to the Demised Premises or with respect to any other portion of the (Landlord's premises), fines or penalties, and reasonable legal fees in connection with (but not limited to): loss of life, personal or bodily injury, disease, sickness, mental distress and/or damage to any {including the loss of use resulting therefrom} or to the environment arising or resulting during or subsequent to the Lease Term from or out of any conduct, activity, act, omission or operation involving the use, handling, generation, treatment, storage, disposal, other management or release of any hazardous substance or waste at or from the Demised Premises not caused by Landlord.

39. ZONING. Landlord makes no representations or warranties that Tenant may conduct any particular business on the Demised Premises pursuant to the current or future zoning laws of the municipality in which the Property is located. Tenant is advised to make its own inquiry and obtain its own assurances with regard to Tenant's proposed use of the Demised Premises and the applicability of any zoning laws.

40. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. Tenant, at Tenant's sole cost, shall be responsible for compliance with all provisions of the Americans with Disabilities Act, as amended, with regard to all interior spaces of the Demised Premises that are within the Tenant's control, including ingress and egress of doors or openings. Tenant shall indemnify Landlord for any violations of the provisions of the Americans with Disabilities Act in accordance with the indemnification provisions of this Lease for any such violations that are/were within the Tenant's control. Landlord shall be responsible for compliance with the Americans with Disabilities Act for those portions of the Property other than the Tenant's Demised Premises, the leased spaces of other tenants, and structural conditions of the Demised Premises not installed by the Tenant.

#### 41. MISCELLANEOUS PROVISIONS.

41.1 Tenant hereby grants to Landlord such licenses and easements in or over the Demised Premises or any portion or portions thereof as shall be reasonably required for the installation or maintenance of mains, conduits, pipes or other facilities to serve the Property or any part thereof, including, but not limited to, the premises of any other occupant; provided, however, that Landlord shall pay for any alteration required on the Demised Premises as a result of any such exercise, and provided further, that no exercise, occupancy under or enjoyment of any such license or easement shall result in any unreasonable interference with Tenant's use, occupancy or enjoyment of the Demised Premises as contemplated by this Lease.

41.2 Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by Landlord, deliver to Landlord an executed and acknowledged instrument amending this Lease in such respects as may be required by any mortgagee, or prospective mortgagee, under any mortgage on the Property, provided that any such amendment shall not materially alter or impair any of the rights and remedies of Tenant under this Lease.

41.3 Any and all disputes arising from or under this Lease shall handled in competent jurisdiction in the Commonwealth of Pennsylvania under Pennsylvania law, unless both parties agree to common law arbitration. Notwithstanding anything to the contrary contained herein, should the Landlord choose to pursue the remedy of confession of judgment for money or possession or injunctive relief, the Landlord may pursue such relief directly in any court of competent jurisdiction in the Commonwealth of Pennsylvania.

41.4 Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

41.5 Any default by Tenant under any instrument, undertaking or agreement executed by Tenant in favor of or with Landlord relating to this Lease or the tenancy created hereby shall constitute a breach of this Lease and entitle Landlord to pursue each and all of its rights and remedies hereunder and by law,

41.6 Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of thirty (30) days after receipt thereof shall constitute Tenant's acquiescence with respect thereto, and shall render such statement, invoice or billing an account stated between Landlord and Tenant.

41.7 Each of the parties represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, other than to Agent and each party agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of legal fees in connection therewith).

41.8 Any headings preceding the text of the sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

41.9 Equal Employment Opportunity. The Tenant shall not discriminate against any of its employees in connection with this work or against any applicant for such employment due to race, color, religion, sex, sexual preference, age, handicap or nationality.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first

above written.

**LANDLORD:**  
**UPPER MERION TOWNSHIP**

**Attest:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**TENANT:**

**Attest:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BEING FULLY AWARE OF THE RIGHT TO PRIOR NOTICE AND HEARING ON THE VALIDITY OF ANY CLAIMS THAT MAY BE ASSERTED BY LANDLORD UNDER THIS AGREEMENT BEFORE LANDLORD CAN GARNISH, ATTACH AND/OR PLACE LIENS UPON ASSETS OF TENANT, TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LANDLORD ENTERING JUDGMENT AGAINST TENANT BY CONFESSION IN ACCORDANCE WITH THIS AGREEMENT AND ATTACHING AND GARNISHING THE BANK ACCOUNTS AND OTHER ASSETS OF TENANT, WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR A HEARING.**

**TENANT ACKNOWLEDGES THAT IT HAS HAD THE ASSISTANCE OF LEGAL COUNSEL IN THE REVIEW AND EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES THAT THE MEANING AND EFFECT OF THE FOREGOING PROVISIONS CONCERNING CONFESSION OF JUDGMENT HAVE BEEN FULLY EXPLAINED TO TENANT BY SUCH COUNSEL.**

\_\_\_\_\_ (Sign) \_\_\_\_\_ (Print Name)

**EXHIBIT “A”**

**Request for Proposal for the Upper Merion Township Community Center Complex 11/2021**



## ACT 48-2015 APPOINTMENT OF A DEPUTY TAX COLLECTOR FORM

Tax Collector should obtain signatures from the taxing district and return completed form to the Surety Company (keep a copy for your records.)

I, <u>Evelyn Ankens</u> , Tax Collector for <u>Upper Merion Township</u>	
County of <u>Montgomery</u>	do hereby appoint as Deputy
Tax Collector (printed/typed): <u>Bonny Davis</u>	
Deputy Tax Collector's Address: <u>506 West Heather Road</u> <u>Oreland PA 19075</u>	
Deputy Tax Collector's Email: <u>BDavis1128@aol.com</u>	Phone: <u>215-815-5706</u>
Deputy Tax Collector's Signature: <u>Bonny S. Davis</u>	Date: <u>1/3/2022</u>
Tax Collector's Signature: <u>[Signature]</u>	Date: <u>1/3/2022</u>

This is an appointment of a Deputy Tax Collector to collect and settle taxes during any incapacitation of the Tax Collector (as defined in Local Tax Collection Law, Section 22 (B) [72 P.S. § 5511.22]).

APPROVALS	
SIGNATURE & TITLE:	DATE:
MUNICIPALITY:	PHONE NUMBER:

SURETY COMPANY	
SIGNATURE & TITLE:	DATE:
ADDRESS: <u>See attached</u>	PHONE NUMBER:

Tax Collector should obtain signatures from each taxing district and return completed form to the Surety Company (keep a copy for your records.)  
 Surety should acknowledge the appointment by signing and returning the signed document to the Tax Collector.

**\*\*DO NOT RETURN TO DCED\*\***



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

February 4, 2022

**DELIVERED VIA EMAIL**

Project No. 1808014K

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

**RE: Crow Creek Trail – Application for Payment #14**

Dear Mr. Russell:

We have reviewed Application for Payment #14 for the Crow Creek Trail project as submitted by James R. Kenney Excavating & Paving, Inc. (see attached).

James R. Kenney Excavating & Paving, Inc. submitted a payment application for \$45,000.00 of work completed in the period for Payment Application #14, as well as for reduction of retainage from 10% to 5%. The contractor submitted photographic evidence that the two timber bridges have been completed, as required for the project to be considered Substantially Complete. Section 6.02.A.1.a of the Agreement allows for retainage to be reduced to 5% if the Work is at least 75% complete and the character of the Work is acceptable to Engineer and Owner. We are in agreement with the quantities of work as submitted by James R. Kenney Excavating & Paving, Inc., and do not have an objection to the retainage being reduced to 5%. We therefore recommend the payment of \$130,669.17, with the remainder being retainage. The Balance to Finish (which includes retainage) is \$71,135.68.

The Total Work completed through Payment Application #14 is \$1,803,383.50, which corresponds to 101% of the value of the original contract. The reason that the value of the work exceeds the original contract value is because of the actual quantity for the unit rate payment item for unsuitable subgrade replacement exceeded the estimated quantity.

Soft/weak subgrade soil conditions were experienced during the project in a greater quantity than anticipated due to the flooded conditions and high soil moisture content, as well as buried trash and debris at certain locations. Replacement of unsuitable subgrade material is a unit rate item. Our construction observer has tracked the quantities of unsuitable subgrade replacement performed by the Contractor. The quantity of unsuitable subgrade replacement exceeds the estimated quantity per the bid. Therefore, while a Change Order to adjust the Contract Price is not required immediately since current payments for the project do not exceed the Contract Price, a Change Order to adjust final quantities and cost will be necessary.

A contract closeout change order will be necessary to make final adjustments to all quantities of work and change order items. It is anticipated that the closeout change order will be presented to the Board next month. In the meantime, we will review the site an issue an updated punchlist of items that the Contractor must complete prior to Final Payment.

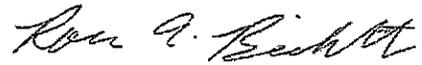
BUILDING ON A FOUNDATION OF EXCELLENCE

119 East Linden Street | Kennett Square, PA 19348  
Phone: 610-444-9006 | Fax: 610-444-7292  
[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

Crow Creek Trail  
Application for Payment #14  
1808014K  
February 4, 2022

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ross A. Bickhart". The signature is written in a cursive style with a large initial "R".

Ross A. Bickhart, PE  
Project Manager  
Gilmore & Associates, Inc.

cc: Anthony Hamaday, Upper Merion Township Manager  
Geoff Hickman, Upper Merion Township, Director of Public Works

**Contractor's Application for Payment**

<b>Owner:</b> UPPER MERION TOWNSHIP	<b>Owner's Project No.:</b> UMT-01-20
<b>Engineer:</b> GILMORE & ASSOCIATES, INC.	<b>Engineer's Project No.:</b> 1808014K
<b>Contractor:</b> JAMES R. KENNEY EXCAVATING & PAVING	<b>Contractor's Project No.:</b> _____
<b>Project:</b> CROW CREEK TRAIL	
<b>Contract:</b> CROW CREEK TRAIL	

**Application No.:** 14      **Application Date:** 2/2/2022  
**Application Period:** From 12/1/2021 to 2/2/2022

1. Original Contract Price	\$ 1,784,400.00
2. Net change by Change Orders	
3. Current Contract Price (Line 1 + Line 2)	\$ 1,784,400.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,806,383.50
5. Retainage	
a. 5% X \$ 1,806,383.50 Work Completed =	\$ 90,319.18
b. 10% X _____ Stored Materials =	\$ _____
c. Total Retainage (Line 5.a + Line 5.b)	\$ 90,319.18
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,716,064.32
7. Less previous payments (Line 6 from prior application)	\$ 1,582,545.15
8. Amount due this application	\$ 133,519.17
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ _____

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** JAMES R. KENNEY EXCAVATING & PAVING, INC.

**Signature:** *James R. Kenney*      **Date:** 2/2/2022

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u><i>Ron A. Bechtel</i></u>	<b>By:</b> _____
<b>Title:</b> Project Manager	<b>Title:</b> _____
<b>Date:</b> 2/4/22	<b>Date:</b> _____

**Approved by Funding Agency**

**By:** \_\_\_\_\_      **By:** \_\_\_\_\_

**Title:** \_\_\_\_\_      **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_      **Date:** \_\_\_\_\_



**REMINGTON  
& VERNICK  
ENGINEERS**

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

January 25, 2022

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

**RE: Financial Security Release No. 5  
3700 Horizon Drive Building Expansion  
Upper Merion Township  
RVE File #PMUMP190**

Dear Tony:

**Remington & Vernick Engineers (RVE)**, on behalf of Upper Merion Township, has reviewed a request by Horizon Drive Group LP (developer) seeking a release of financial security held for the completion of required site improvements at the 3700 Horizon Drive Building Expansion (Development).

Based upon our inspection of the work completed, RVE recommends that the Township release the amount of \$116,251.89 to the Developer from the financial security held for the completion of required site improvements at the Development. After this release, the total amount of financial security remaining is \$325,831.45.

Enclosed, a Declaration of Completion has been provided along with a detailed breakdown to facilitate this release of financial security. Please review these materials and process for release.

Should you have any questions please feel free to contact our office at (610) 940-1050, extension 2022.

Sincerely,  
**REMINGTON & VERNICK ENGINEERS**

By

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

LMC/rhr

Enclosure

cc: Geoff Hickman, Upper Merion Township, Director of Public Works  
Nicholas F. Hiriak, Director of Finance & Administration  
Sean P. Kilkenny, Kilkenny Law, LLC, Township Solicitor  
John F. Walko, Kilkenny Law, LLC, Township Solicitor  
Christopher J. Fazio, P.E., C.M.E., Executive Vice President  
Raymond Ruczynski, Manager of Construction Inspection Services

**DECLARATION OF COMPLETION  
FINANCIAL SECURITY RELEASE NO. 5**

**Municipality:** Upper Merion Township  
**Development:** 3700 Horizon Drive Building Expansion  
**Developer:** Horizon Drive Group LP  
**Date:** January 25, 2022

We, the undersigned, hereby declare a portion of the work provided for in a certain agreement between the Township and the Developer relative to the required site improvements at the Development has been completed to the extent of \$1,590,566.00. This Declaration authorizes the Township to release a portion of the financial security in the amount of \$116,251.89 to the order of the Developer.

This release of funds hereby authorized shall not be construed as acceptance of the work by the Township. The Township reserves the right to re-inspect the work and to require the Developer to correct any and all defects and deficiencies.



1-25-2022

\_\_\_\_\_  
Christopher J. Fazio, P.E., C.M.E.  
Executive Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Hamaday  
Township Manager

\_\_\_\_\_  
Date

**FINANCIAL SECURITY RELEASE NO. 5**

**Municipality:** Upper Merion Township  
**Development:** 3700 Horizon Drive Building Expansion  
**Developer:** Horizon Drive Group LP  
**Location:** 3700 Horizon Drive  
**RVE File No.:** PMUMP190  
**Date:** 1/12/2022

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Previous Amount	Current Security Release		Amount Remaining
						Quantity	Amount	
<b>Erosion Controls</b>								
1	EA	Construction Entrance	\$2,500.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
1	EA	Concrete Washout	\$250.00	\$250.00	\$250.00	0	\$0.00	\$0.00
145	LF	12" Silt Fence	\$3.50	\$507.50	\$507.50	0	\$0.00	\$0.00
801	LF	12" Compost Filter Sock	\$9.00	\$7,209.00	\$7,209.00	0	\$0.00	\$0.00
1260	LF	24" Compost Filter Sock	\$15.00	\$18,900.00	\$18,900.00	0	\$0.00	\$0.00
13	EA	Inlet Protection	\$175.00	\$2,275.00	\$2,275.00	0	\$0.00	\$0.00
1084	SY	Erosion Control Blanket	\$8.00	\$8,672.00	\$7,804.80	108.4	\$867.20	\$0.00
1	LS	Maintenance of Controls	\$500.00	\$500.00	\$450.00	0	\$0.00	\$50.00
<b>Demolition</b>								
164	LF	15" Pipe	\$21.00	\$3,444.00	\$3,444.00	0	\$0.00	\$0.00
223	LF	18" Pipe	\$24.00	\$5,352.00	\$5,352.00	0	\$0.00	\$0.00
150	LF	24" Pipe	\$36.00	\$5,400.00	\$5,400.00	0	\$0.00	\$0.00
153	LF	36" Pipe	\$60.00	\$9,180.00	\$9,180.00	0	\$0.00	\$0.00
4	EA	Inlets	\$500.00	\$2,000.00	\$2,000.00	0	\$0.00	\$0.00
1548	LF	Concrete Curb	\$3.50	\$5,418.00	\$5,418.00	0	\$0.00	\$0.00
940	SF	Concrete	\$1.25	\$1,175.00	\$1,175.00	0	\$0.00	\$0.00
1240	LF	6' Chain Link Fence	\$4.00	\$4,960.00	\$4,960.00	0	\$0.00	\$0.00
5	EA	Signs	\$10.00	\$50.00	\$50.00	0	\$0.00	\$0.00
5	EA	Bollard Lights	\$100.00	\$500.00	\$500.00	0	\$0.00	\$0.00
3	EA	Light Pole	\$200.00	\$600.00	\$600.00	0	\$0.00	\$0.00
3351	SY	Asphalt	\$8.50	\$28,483.50	\$28,483.50	0	\$0.00	\$0.00
<b>Site Work</b>								
5	EA	6" Tree Removal	\$465.00	\$2,325.00	\$2,325.00	0	\$0.00	\$0.00
2	EA	8" Tree Removal	\$525.00	\$1,050.00	\$1,050.00	0	\$0.00	\$0.00
3	EA	10" Tree Removal	\$575.00	\$1,725.00	\$1,725.00	0	\$0.00	\$0.00
8	EA	12" Tree Removal	\$620.00	\$4,960.00	\$4,960.00	0	\$0.00	\$0.00
1	EA	13" Tree Removal	\$640.00	\$640.00	\$640.00	0	\$0.00	\$0.00
7	EA	14" Tree Removal	\$660.00	\$4,620.00	\$4,620.00	0	\$0.00	\$0.00
7	EA	15" Tree Removal	\$680.00	\$4,760.00	\$4,760.00	0	\$0.00	\$0.00
5	EA	16" Tree Removal	\$700.00	\$3,500.00	\$3,500.00	0	\$0.00	\$0.00
9	EA	18" Tree Removal	\$735.00	\$6,615.00	\$6,615.00	0	\$0.00	\$0.00
1	EA	19" Tree Removal	\$770.00	\$770.00	\$770.00	0	\$0.00	\$0.00
1	EA	20" Tree Removal	\$800.00	\$800.00	\$800.00	0	\$0.00	\$0.00
2	EA	24" Tree Removal	\$925.00	\$1,850.00	\$1,850.00	0	\$0.00	\$0.00
1	EA	26" Tree Removal	\$975.00	\$975.00	\$975.00	0	\$0.00	\$0.00



1	EA	28" Tree Removal	\$1,025.00	\$1,025.00	\$1,025.00	0	\$0.00	\$0.00
1	EA	32" Tree Removal	\$1,125.00	\$1,125.00	\$1,125.00	0	\$0.00	\$0.00
1	EA	34" Tree Removal	\$1,175.00	\$1,175.00	\$1,175.00	0	\$0.00	\$0.00
1	EA	35" Tree Removal	\$1,200.00	\$1,200.00	\$1,200.00	0	\$0.00	\$0.00
1	EA	36" Tree Removal	\$1,225.00	\$1,225.00	\$1,225.00	0	\$0.00	\$0.00
1	EA	42" Tree Removal	\$1,540.00	\$1,540.00	\$1,540.00	0	\$0.00	\$0.00
1527	CY	Excavation	\$4.50	\$6,871.50	\$6,546.61	72.2	\$324.89	\$0.00
1527	CY	Fill	\$2.00	\$3,054.00	\$2,757.60	148.2	\$296.40	\$0.00
<b>Stormwater Management</b>								
505	LF	6" HDPE	\$32.00	\$16,160.00	\$16,160.00	0	\$0.00	\$0.00
134	LF	12" HDPE	\$37.00	\$4,958.00	\$4,958.00	0	\$0.00	\$0.00
1001	LF	15" HDPE	\$38.00	\$38,038.00	\$38,038.00	0	\$0.00	\$0.00
206	LF	18" HDPE	\$42.00	\$8,652.00	\$8,652.00	0	\$0.00	\$0.00
2	EA	15" Yard Inlets	\$160.00	\$320.00	\$320.00	0	\$0.00	\$0.00
57	LF	12" Trench Drain	\$200.00	\$11,400.00	\$11,400.00	0	\$0.00	\$0.00
2	EA	15" Cleanouts	\$100.00	\$200.00	\$200.00	0	\$0.00	\$0.00
4	EA	Type 'C' Inlet	\$2,500.00	\$10,000.00	\$10,000.00	0	\$0.00	\$0.00
5	EA	Type 'M' Inlet	\$2,500.00	\$12,500.00	\$12,500.00	0	\$0.00	\$0.00
1	EA	Outlet Structure	\$4,500.00	\$4,500.00	\$4,500.00	0	\$0.00	\$0.00
2	EA	Storm Manhole	\$3,500.00	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00
1	EA	Connect to Existing Storm Manhole	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
80	EA	Storm Capture SC2 Module	\$8,000.00	\$640,000.00	\$640,000.00	0	\$0.00	\$0.00
3413	CY	Basin Excavation	\$6.00	\$20,478.00	\$20,478.00	0	\$0.00	\$0.00
16380	SF	Sandwich Basin Liner	\$5.00	\$81,900.00	\$81,900.00	0	\$0.00	\$0.00
<b>Utilities</b>								
450	LF	6" PVC Sanitary Lateral	\$47.00	\$21,150.00	\$21,150.00	0	\$0.00	\$0.00
4	EA	6" Cleanouts	\$100.00	\$400.00	\$400.00	0	\$0.00	\$0.00
1	EA	Y Connection to existing sanitary main	\$1,000.00	\$1,000.00	\$1,000.00	0	\$0.00	\$0.00
<b>Paving and Concrete</b>								
8332	SY	1.5" Wearing Surface	\$9.00	\$74,988.00	\$0.00	0	\$0.00	\$74,988.00
7828	SY	2.5" Binder Course	\$11.00	\$86,108.00	\$64,581.00	1957	\$21,527.00	\$0.00
504	SY	6" Base Course	\$20.00	\$10,080.00	\$7,560.00	126	\$2,520.00	\$0.00
7828	SY	6" 2A Stone Base	\$12.00	\$93,936.00	\$70,452.00	1957	\$23,484.00	\$0.00
504	SY	8" 2A Stone Base	\$15.00	\$7,560.00	\$5,670.00	126	\$1,890.00	\$0.00
8313	SF	Concrete Sidewalk	\$7.00	\$58,191.00	\$37,823.80	2909.6	\$20,367.20	\$0.00
3042	LF	Concrete Curb	\$28.00	\$85,176.00	\$68,140.80	608.4	\$17,035.20	\$0.00
2	EA	ADA Curb Ramps	\$1,500.00	\$3,000.00	\$2,400.00	0.4	\$600.00	\$0.00
550	SF	Concrete Pad	\$9.00	\$4,950.00	\$0.00	0	\$0.00	\$4,950.00
<b>Lighting and Landscaping</b>								
15	EA	Pole Mounted Light w/ Conduit & Wiring	\$3,000.00	\$45,000.00	\$38,250.00	2.25	\$6,750.00	\$0.00
6	EA	Double Pole Mounted Light w/ C & W	\$4,000.00	\$24,000.00	\$20,400.00	0.9	\$3,600.00	\$0.00
166	EA	Shade Trees	\$400.00	\$66,400.00	\$43,160.00	15.6	\$6,640.00	\$16,600.00
51	EA	Ornamental Trees	\$350.00	\$17,850.00	\$11,602.50	5.1	\$1,785.00	\$4,462.50
63	EA	Evergreen Trees	\$250.00	\$15,750.00	\$10,237.50	6.3	\$1,575.00	\$3,937.50
382	EA	Shrubs	\$125.00	\$47,750.00	\$31,037.50	38.2	\$4,775.00	\$11,937.50
3740	EA	Ground Cover	\$3.00	\$11,220.00	\$0.00	0	\$0.00	\$11,220.00
8100	SF	Topsoll and Permanent Seeding	\$1.50	\$12,150.00	\$0.00	810	\$1,215.00	\$10,935.00

**Miscellaneous**

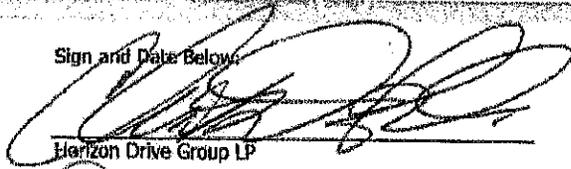
1	LS	As-Bulbs	\$3,000.00	\$3,000.00	\$0.00	0	\$0.00	\$3,000.00
140	LF	Retaining Wall	\$180.00	\$25,200.00	\$25,200.00	0	\$0.00	\$0.00
7	EA	Handicap Parking Signs	\$250.00	\$1,750.00	\$0.00	0	\$0.00	\$1,750.00
1	EA	Stop Sign	\$200.00	\$200.00	\$0.00	0	\$0.00	\$200.00
1	EA	Stop Bar	\$100.00	\$100.00	\$0.00	0	\$0.00	\$100.00
7	EA	Handicap Painted Symbol	\$125.00	\$875.00	\$0.00	0	\$0.00	\$875.00
1	EA	Crosswalk	\$250.00	\$250.00	\$0.00	0	\$0.00	\$250.00
5944	LF	4" Paint Line	\$0.75	\$4,458.00	\$0.00	0	\$0.00	\$4,458.00
36	LF	Dumpster Enclosure	\$25.00	\$900.00	\$0.00	0	\$0.00	\$900.00
1	LS	Traffic Control and Protection	\$2,000.00	\$2,000.00	\$0.00	0.5	\$1,000.00	\$1,000.00

Subtotal:	\$1,742,179.50	\$1,474,314.11	\$116,251.89	\$151,613.50
Contingency:	+ \$174,217.95	\$0.00	+ \$0.00	\$174,217.95
Subtotal With Contingency:	\$1,916,397.45	\$1,474,314.11	\$116,251.89	\$325,831.45

**Summary of Financial Security Release No. 3**

<b>Total Amount of Current Financial Security Release:</b>	<b>\$116,251.89</b>
<b>Total Amount of All Financial Security Released To Date, Including Current Release:</b>	<b>\$1,590,566.00</b>
<b>Total Amount of All Financial Security Remaining, Including Contingency:</b>	<b>\$325,831.45</b>

Sign and Date Below:



Horizon Drive Group LP

Township Engineer

Township Manager

Township Chairman of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code

February 2, 2022

Ashton Jones  
Township Planner  
Upper Merion Township  
175 W. Valley Forge Road  
King of Prussia, PA 19406

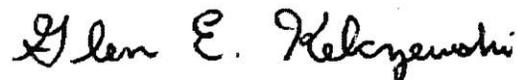
RE: VIMCO, Inc.  
Preliminary/Final Land Development Plan  
Time Extension Request letter

Dear Mr. Jones:

On behalf of Vimco, Inc., Bercek & Associates is requesting a 90 day time extension on the above referenced plan in order to complete revisions per the township engineer's review letter, dated January 24, 2022 and per the traffic consultant's review letter, dated January 24, 2022. We would appreciate your consideration of this time extension request at the next Board of Supervisors meeting. The current 90 day review period ends on March 3, 2022.

If you have any questions or need further information, please do not hesitate to call our office.

Very truly yours,



Glen E. Kelczewski, P.E.

cc: Richard L. McCormick – Vimco, Inc.  
Craig R. Lewis, Esq. – Kaplin Stewart

RESOLUTION NO. 2022-08

A Resolution of the Township of Upper Merion, Montgomery County, Commonwealth of Pennsylvania, supporting the Pennsylvania Commission for the United States semi-quincentennial (America250PA)

WHEREAS, the Pennsylvania legislature and the Governor created AMERICA250PA in 2018 to plan, encourage, develop and coordinate the commemoration of the 250<sup>th</sup> anniversary of the United States, and Pennsylvania's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, the Upper Merion Township Supervisors have adopted a resolution endorsing the Commonwealth Effort to celebrate and commemorate the 250<sup>th</sup> anniversary of both the United States and the Commonwealth of Pennsylvania

WHEREAS, by the adoption of AMERICA250PA's four pillars of EPIC, Upper Merion Township hopes to educate, preserve, innovate and celebrate the history of Upper Merion Township, Montgomery County, the Commonwealth of Pennsylvania especially for the United States semi-quincentennial (America250).

NOW, THEREFORE, BE IT RESOLVED, AND IS HEREBY RESOLVED that the township of Upper Merion hereby endorses AMERICA250PA in their mission to educate, preserve, innovate and celebrate EVERY Pennsylvanian in EVERY county and in the municipalities of Montgomery County, PA; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of Upper Merion Township officially supports Montgomery County, PA and the work with AMERICA250PA on any and all activities as appropriate within Montgomery County, PA. The participation will be strictly through voluntary roles, and

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the Montgomery County, PA Commissioners and further to the legislative delegation and AMERICA250PA Commission.

ADOPTED THIS 10th DAY OF Feb., 2022.

Upper Merion Township

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Vice-Chairman, Board of Supervisors

\_\_\_\_\_  
Member, Board of Supervisors

Attest:

\_\_\_\_\_  
Secretary (or Township Manager)

**RESOLUTION**

**2022-12**

**BE IT RESOLVED**, by authority of the **BOARD OF SUPERVISORS** of **UPPER MERION TOWNSHIP, MONTGOMERY COUNTY**, and it is hereby resolved by authority of the same that **ANTHONY T. HAMADAY, MANAGER** of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

**UPPER MERION TOWNSHIP**

\_\_\_\_\_  
**Anthony T. Hamaday**  
**Township Manager/Secretary**

By: \_\_\_\_\_  
**Carole Kenney**  
**Chairperson**

**I, Anthony T. Hamaday, Upper Merion Township Manager/Secretary**, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held on the 10<sup>th</sup> day of February, 2022.

DATE: \_\_\_\_\_

\_\_\_\_\_  
**Township Manager/Secretary**

Re: (TE-160) Mid-Block Pedestrian Flashing Beacon Signal at 900 River Road



# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

- Municipality has an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: 6-0 County: Montgomery Municipality: Upper Merion

Location (Intersection): River Road Mid-Block Crossing (900 River Road)

Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # \_\_\_\_\_

Type of Device (select one):  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  
 Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

Installation of Rectangular Rapid Flashing Beacon and Pedestrian Crossing of River Road

## C – Attachments Listing

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment  | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                 |
| <input type="checkbox"/> Warrant Analysis                | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies           |
| <input type="checkbox"/> Crash Analysis                  | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information      |
| <input type="checkbox"/> Traffic Signal Study            | <input type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Condition Diagram               |   |   |

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Traffic Signal Maintenance Agreement executed between Municipality and the Department, dated \_\_\_\_\_.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

### DEPARTMENT USE ONLY

County: \_\_\_\_\_ Engineering District: \_\_\_\_\_

Department Tracking #: \_\_\_\_\_ Initial Submission Date: \_\_\_\_\_

**RESOLUTION 2022-04**

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

---

**A RESOLUTION OF UPPER MERION TOWNSHIP GRANTING  
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN APPROVAL TO MANCILL  
MILL ROAD COMPANY FOR 119 RESIDENTIAL TOWNHOUSE DWELLINGS  
AT 850 MANCILL MILL ROAD**

---

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

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

**WHEREAS**, Mancill Mill Road Company (“Applicant”) is the legal owner of an approximately 18.644 acre tract of land located at 850 Mancill Mill Road, north of Valley Forge Road, Upper Merion Township, located in the Township’s SM-1 Suburban Metropolitan Zoning District, and more specifically identified as Montgomery County tax parcel number 58-00-13345-90-7 and part of 58-00-13346-00-6 (“Property”); and

**WHEREAS**, the Applicant is proposing to construct one hundred nineteen (119) residential townhouse dwellings on the Property along with associated grading, utilities, landscaping, parking, roads, lighting, erosion controls, stormwater management facilities and conveyances to existing stormwater management facilities, emergency accessways, and transportation improvements (“Project”); and

**WHEREAS**, the Applicant has filed with the Township a certain land development plan for the Project prepared by Edward B. Walsh & Associates, Inc., dated August 9, 2019 and last revised on March 25, 2021, consisting of twenty eight (28) sheets (“Plan”) and has submitted a “Mancill Mill Road Company Transportation Impact Study” prepared by Traffic Planning and Design, Inc., originally dated September 9, 2020 and last revised August 4, 2021 for Township and PennDot review and comment; and

**WHEREAS**, Applicant now desires that the Township approve the Plan pursuant to Section 508 of the Pennsylvania Municipalities Planning Code;

**NOW, THEREFORE, BE IT RESOLVED** by the Upper Merion Township Board of Supervisors, that the Plan is APPROVED subject to the following conditions:

**A. Conditions of Plan Approval.**

1. Applicant must comply with and address all comments and conditions in the October 25, 2021 Remington Vernick Engineers review letter to the satisfaction of the Township Engineer.
2. Applicant shall comply with and address the comments, recommendations, and conditions contained in the November 30, 2020, October 4, 2021, and November 22, 2021 McMahon Transportation Engineers and Planners Traffic Review Letters to the satisfaction of the Township Traffic Engineer including, but not limited to, the requirement of the payment of the Township's established transportation impact fee and the construction of the **geometric and span-wire traffic signal** improvements at the intersection of Mancill Mill Road and Valley Forge Road (SR 23) ("**Intersection Improvements**") as set forth within the review letters and as further depicted in the concept plan by the Applicant's Traffic Engineer, TPD Traffic and Design, Inc., entitled "SR 0023 Widening Concept at Mancill Mill Road", dated February 22, 2021 ("**Intersection Plan**"). **The Applicant shall pay the costs of the Intersection Improvements, including the costs of any necessary right-of-way acquisitions or easement interests as required by the Intersection Plan. The construction of Intersection Improvements shall commence no later than before application is made for the first building permit for the Project, with the understanding that the Township will work in coordination with the applicant and their engineers to help obtain, or otherwise facilitate, any necessary right-of-way acquisition or easement rights as set forth on the Intersection Plan as determined necessary by PennDOT to issue the highway occupancy permit. The Applicant shall work with reasonable but prudent diligence to promptly implement the Intersection Improvements in a timely manner with the goal for them to be in full operation and having PennDOT and Township inspection sign-offs before the Use and Occupancy Permit is issued for the 31<sup>st</sup> townhome unit. If delays and unforeseen circumstances alter this goal slightly, the Township may consult the Township Engineer and Township Traffic Engineer to review the situation and help make reasonable determination on the status of the completion of the intersection improvements in order to avoid any residential building construction delays.**
3. Applicant shall comply with and address the comments, recommendations, and conditions contained in the June 6, 2021 Upper Merion Township Fire and Emergency Medical Services Department Review Letter to the satisfaction of the Township Fire Marshal, but noting that the Applicant shall comply with either Option 1 or Option 2 for emergency access (Option 2 being the addition of emergency access to the Property by connecting to the emergency access road for the Valley Forge Towers, and paving the entire existing road and repairing the gates). **The construction of the emergency access connection shall be substantially completed prior to the issuance of the first Use and Occupancy Permit for a townhome unit.**

4. A record plan shall ultimately be submitted for Township review that addresses all requests for further plan details and clarification from the Township's review letters, as set forth in such review letters.
5. Applicant must undergo any additional necessary reviews from the Township Engineer, Township Traffic Engineer, Township Fire and Emergency Medical Services Department, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to any Highway Occupancy Permits and Signal Permits required by PennDOT), United States Environmental Protection Agency, or any other necessary outside agency, and obtain any necessary planning modules, approvals, or permits from such agencies, before the Plan is recorded.
6. Applicant shall comply with the testimony and exhibits provided to the Township at the Applicant's conditional use hearings associated with the Project.
7. Applicant shall comply with the terms and conditions of the voluntary declaration of restrictive covenant executed by the Applicant, dated October 14, 2020, including, but not limited to, the restrictions related to the number of units and further development, the preservation of the conservation easement area, and the construction of the units in a substantially similar manner as depicted in the architectural elevations attached thereto, unless otherwise modified, amended, or terminated by the Upper Merion Township Board of Supervisors.
8. Applicant must comply with all plan and permitting requirements/conditions necessary, if any, to remediate any required portion of the Property as established and set forth by the Pennsylvania DEP and/or United States EPA.
9. Applicant shall comply with the nine (9) proposed conditions of approval set forth by the Upper Merion Planning Commission, dated November 10, 2021, to the satisfaction of the Upper Merion Township Board of Supervisors. Further, pursuant to the Planning Commission's recommendation, Applicant shall install a playground/tot lot on the Property for the residents' use.
10. Applicant must complete and record all required easements, access agreements, and maintenance agreements or declarations, including, but not limited to, a stormwater management facilities operation and maintenance agreement and any easements and/or access agreements from/with adjacent properties necessary for emergency access to the Property, in forms satisfactory to the Township Engineer and Township Solicitor prior to recording the Plan. Applicant will provide all necessary legal descriptions for any necessary easements.
11. Prior to recording the Plans, Applicant shall execute a Land Development and Financial Security Agreement to guarantee the installation of all public improvements associated with the Project on a form drafted by the Township Solicitor. If Applicant chooses to post financial security in the form of a bond, the Township Solicitor shall have the unconditional

right to review the bond and must approve the conditions and language of the bond. Further, the bond shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and if payment is not made, that the bonding company shall be responsible for all attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve percent (12%), for so long as the bond remains unpaid. Additionally, the Bond is required to automatically renew annually until the improvements detailed on the Plans are completed and the final release is issued by the Township, subject to partial releases being permitted in accordance with Pennsylvania Municipalities Planning Code, and shall include a 90-day Evergreen Clause in a form acceptable to the Township Solicitor.

12. All outstanding Township fees, Township's engineering fees, and Township's legal fees, and any other professional fees associated with the review and approval of the application and Plans shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.
13. Prior to recording the Plan, and in addition to the financial security posted for the Project, Applicant shall deposit with the Township or otherwise establish a reasonable sum of monies, in an amount to be reasonably determined by the Township Engineer, as to be further described in the Land Development and Financial Security Agreement, for the reimbursement of the Township's reasonable engineering, inspection, legal and related administrative costs and expenses related to the further reviews, inspections, and development of the Project, in accordance with the Pennsylvania Municipalities Planning Code.
14. Applicant shall pay all fees established by the Township Code related to the Project including any required EDU and/or tapping fees and/or any required fees-in-lieu of dedication of open space.
15. Applicant shall pay the transportation impact fee pursuant ("Act 209 Fee") to the Upper Merion Township Transportation Impact Fee Ordinance, currently calculated in the amount of **\$250,013.22**, and payable to the Upper Merion Township Transportation Authority. **Prior to recording the Plan, Applicant shall execute the Upper Merion Township Transportation Authority's Highway Traffic Capital Improvement Assessment Agreement, the terms of which shall be in accordance with this Resolution. The Transportation Authority will review and approve the final impact fee. The payment of the Act 209 Fee shall be paid in four (4) installments, in pro-rata amounts of the 119 townhome units to be constructed during the Project. The first payment shall occur with application for a Use and Occupancy Permit for the thirtieth (30<sup>th</sup>) unit, with the remaining pro rata payments to be made upon the application for the Use and Occupancy Permits for the sixtieth (60<sup>th</sup>), ninetieth (90<sup>th</sup>), and the final, 119<sup>th</sup> unit. If, at any time, construction of additional units shall cease with no plan for future construction of units, the Applicant shall pay the Act 209 Fee for the number of units constructed on the Property.**
16. A condominium or homeowner's association ("Association") shall be formed to address ownership and maintenance of any shared or common facilities/improvements on the

Property including, but not limited to, any common/shared open space areas, stormwater facilities or conveyances, sewer facilities, and common parking areas, roads, accessways, walkways, and emergency access ways. The Applicant shall submit the Association declaration and any associated maintenance agreements or covenants to the Township Solicitor for review and approval prior to recording the Plans. The declaration shall provide the Township with the right of enforcement and entry onto such common areas for inspection and enforcement.

17. The terms and conditions of this Resolution shall run with the land and shall apply to any assignee, transferee, or other successor in interest in the Property or the development of the Project.

**B. Waivers.** The Applicant has requested the following waivers from the Township's Subdivision of Land Chapter. A lack of indication of the decision on the waiver after the Township has executed this Resolution shall be interpreted to mean that the waiver was granted, unless the minutes of the associated Township meeting reflect otherwise:

1. The request for a waiver from §§ 145-26, 145-27, 145-28, and 145-29 to permit the simultaneous filing of a preliminary and final land development plan, is hereby:

\_\_\_\_\_ Granted          \_\_\_\_\_ Denied

**This Resolution shall bind the Applicant, and the Applicant's successors and assigns. This Resolution does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plans and Applicant shall be required to record the Plan prior to proceeding with any land development. Furthermore, this Resolution, and the approvals and conditions contained herein, shall be rescinded automatically upon Applicant's or Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by Applicant's or Applicant's agent's signature below.**

**RESOLVED AND APPROVED** this 10th day of February, 2022.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Anthony Hamaday, Township Secretary

By: \_\_\_\_\_  
Carole Kenney, Chairperson of  
Upper Merion Township  
Board of Supervisors

**ACCEPTANCE OF CONDITIONS**

**THE UNDERSIGNED, BEING AN AUTHORIZED SIGNATORY FOR THE APPLICANT, DOES HEREBY ACKNOWLEDGE AND ACCEPT THE APPROVAL OF THE PLAN ISSUED BY UPPER MERION TOWNSHIP ON BEHALF OF THE APPLICANT, ACCEPTS THE CONDITIONS CONTAINED WITHIN THIS RESOLUTION, AND HEREBY REPRESENTS THAT THEY AGREE TO THE PROVISIONS OF THE ABOVE PLAN APPROVAL RESOLUTION:**

**For Applicant: Mancill Mill Road Company**

By: \_\_\_\_\_

Dated \_\_\_\_\_

Print : \_\_\_\_\_

Title : \_\_\_\_\_

Attest : \_\_\_\_\_

Dated \_\_\_\_\_

Print : \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

DEP Code No.  
1-46955-448-3J

### RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Upper Merion  
(TOWNSHIP) (BOROUGH) (CITY), Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Mancill Mill Road Corporation has proposed the development of a parcel of land identified as  
land developer

Mancill Mill Road Company Development, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify). proposed onsite gravity collection system, pump station, and forcemain which will discharge to the existing gravity public sanitary sewer system in Mancill Mill Road

**WHEREAS**, Upper Merion Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Upper Merion hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, Upper Merion Township  
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # 2022-05, adopted, February 10, 2022.

Municipal Address:

Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406  
Telephone 610-265-8722

Seal of  
Governing Body

**TOWNSHIP OF UPPER MERION,  
MONTGOMERY COUNTY, PENNSYLVANIA**

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**RESOLUTION NO. 2022-09**

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**WHEREAS**, the Board of Supervisors (“Board”) of the Township of Upper Merion, Montgomery County, Pennsylvania (“Township”) desires to issue one or more series of its general obligation bonds or notes (the “Bonds”) to provide funds to undertake and/or complete certain capital projects on facilities and property owned by the Township and/or to acquire certain real estate, motor vehicles and equipment to be used for Township purposes (“Project”); and

**WHEREAS**, the Board desires to authorize its Solicitor (hereinafter defined), its Bond Counsel (hereinafter defined), its Financial Advisor (hereinafter defined) and the Administration (hereinafter defined), to take certain actions with respect to the issuance of the Bonds in order to provide funds to finance the Project.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the Township of Upper Merion, Montgomery County, Pennsylvania as follows:

1. The Township hereby authorizes John Walko, Esquire, the solicitor to the Township (“Solicitor”), Fox Rothschild, the bond counsel to the Township (“Bond Counsel”), Boening & Scattergood, Inc, the financial advisor to the Township (“Financial Advisor”) and the administration of the Township (“Administration”), as appropriate, to perform such acts on behalf of the Township which are necessary and appropriate in order for the Township to issue the Bonds and undertake the Project, including, but not limited to, the solicitation of bids from investment banking firms, financial institutions and/or bond pools and the advertisement of any necessary meetings and ordinances.

2. All actions heretofore undertaken by the Solicitor, the Bond Counsel, the Financial Advisor and the Administration, in connection with the Project and the issuance of the Bonds are hereby ratified and confirmed.

3. In the event that any one or more of the provisions contained in this resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this resolution, and this resolution shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4. All resolutions or parts thereof inconsistent herewith are hereby repealed, rescinded, canceled and annulled.

**DULY ADOPTED**, by the Board of Supervisors of the Township of Upper Merion, Montgomery County, Pennsylvania, this 10<sup>th</sup> day of February, 2022.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Anthony Hamaday**, Township Secretary

\_\_\_\_\_  
**Carol Kenney**, Chairperson

**TOWNSHIP OF UPPER MERION**  
**(Montgomery County, Pennsylvania)**

**RESOLUTION NO 2022-10**

**WHEREAS**, the Township of Upper Merion (the “**Issuer**”) expects to issue one or more series of tax-exempt obligations (collectively, the “**Tax-Exempt Obligations**”) in the aggregate principal amount of \$9,000,000, to provide funds to finance certain capital projects, real estate acquisitions and the purchase of capital equipment. (the “**Project**”);

**WHEREAS**, the Issuer expects to pay certain expenditures (the “**Reimbursement Expenditures**”) in connection with the Project prior to the issuance of the Tax-Exempt Obligations for the purpose of financing costs associated with the Project on a long-term basis;

**WHEREAS**, the Issuer reasonably expects that certain of the proceeds of the Tax-Exempt Obligations will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, this Resolution is intended to constitute a statement of “Official Intent” pursuant to Treasury Regulation §1.150-2.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Township of Upper Merion (the “**Governing Body**”) as follows:

1. The Issuer finds and determines that the foregoing recitals are true and correct.
2. In accordance with Treasury Regulation §1.150-2, the Issuer hereby states its official intent that a portion of the proceeds of the Tax-Exempt Obligations will be used to reimburse itself for Reimbursement Expenditures. This declaration does not bind the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.
3. The Issuer intends to reimburse itself for Reimbursement Expenditures through the incurrence of debt to be evidenced by the Tax-Exempt Obligations. All expenditures to be reimbursed will be capital expenditures (as defined in Treasury Regulation §1.150-1(b)) or certain other expenditures qualifying pursuant to Treasury Regulation §1.150-2(f).
4. The maximum principal amount of the Tax-Exempt Obligations expected to be issued for the Project and to reimburse the Reimbursement Expenditures is \$9,000,000, including the costs of issuance of the Tax-Exempt Obligations, but exclusive of original issue discount.
5. Once the Tax-Exempt Obligations are issued, the Issuer shall allocate, or cause to be allocated, Bond proceeds to reimburse the Reimbursement Expenditures; provided that, except as permitted under Treasury Regulation §1.150-2(f), such costs to be reimbursed were paid not more than 60 days prior to the date hereof. Such allocation shall specifically identify the actual expenditure to be reimbursed and shall occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service, but in no event more than 3 years after the expenditure is paid.

**DULY ADOPTED**, by the Board of Supervisors of the Township of Upper Merion, Montgomery County, Pennsylvania, this 10<sup>th</sup> day of February, 2022.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Anthony Hamaday**, Township Secretary

\_\_\_\_\_  
**Carol Kenney**, Chairperson

**TOWNSHIP OF UPPER MERION  
(Montgomery County, Pennsylvania)**

**Secretary's Certificate**

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by a majority vote of the Governing Body of the Township of Upper Merion at a meeting of said Governing Body duly and regularly called and held on February 10, 2022; that public notice of said meeting was given in the manner provided by law; that said resolution has been duly recorded upon the minutes of the Governing Body, has not been amended or rescinded and is in full force and effect on the date of this Certificate.

(SEAL)

\_\_\_\_\_

Secretary

Dated: \_\_\_\_\_, 2022

**SUPERVISORS OF UPPER  
MERION TOWNSHIP**

**ACCOUNTS PAYABLE**

**INVOICES PROCESSED**

*January 6 to February 2, 2022*

**Approval Date: February 10, 2022**



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**February 10, 2022**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01138 Due from Developers</b>			
HAMBURG RUBIN MULLIN MAXWELL & LU	900 RIVER ROAD: LD (DD)	01138 - 0000	840.00
	GLASGOW TRACT: LD (DD)	01138 - 0000	52.50
LAW OFFICE OF SEAN KILKENNY	900 RIVER ROAD: LD (DD)	01138 - 0000	105.00
	MANCILL MILL ROAD: LD (DD)	01138 - 0000	997.50
	MANCILL MILL ROAD: LD (DD)	01138 - 0000	1,627.50
MCMAHON ASSOCIATES INC	900 RIVER ROAD: LD (DD)	01138 - 0000	3,660.00
	GLASGOW TRACT: SD (DD)	01138 - 0000	617.50
	MANCILL MILL RD: LD (DD)	01138 - 0000	97.50
REMINGTON & VERNICK ENGINEERS II, INC	0 CHURCH ROAD: LD (DE)	01138 - 0000	450.00
	125 VALLEY GREEN LANE: LD (DD)	01138 - 0000	402.00
	125 VALLEY GREEN LANE: LD (DD)	01138 - 0000	3,794.40
	140 VALLEY GREEN LANE: LD (DD)	01138 - 0000	1,340.00
	140 VALLEY GREEN LANE: LD (DD)	01138 - 0000	176.00
	2501&2901 RENAISSANCE: LD (DD)	01138 - 0000	375.00
	383 ANDERSON ROAD: SD (DD)	01138 - 0000	300.00
	555 LE VALLEY FORGE RD: SD (DD)	01138 - 0000	300.00
	588 NORTH GULPH ROAD: LD (DD)	01138 - 0000	1,050.00
	800 MANCILL MILL ROAD: LD (DD)	01138 - 0000	2,137.72
	900 RIVER ROAD: LD (DD)	01138 - 0000	9,635.08
	GLASGOW TRACT: LD (DD)	01138 - 0000	6,120.00
	GSK BLD 40: LD (DD)	01138 - 0000	536.00
	GSK BLDG 40 EXPANSION: LD (DD)	01138 - 0000	160.88
	INNOVATIONS PL: LD (DD)	01138 - 0000	450.00
	LOSTY SUBDIVISION: SD (DD)	01138 - 0000	134.00
	UM HIGH SCHOOL: LD (DD)	01138 - 0000	1,616.00
	VILLAGE AT VF: LD (DD)	01138 - 0000	268.00
	<b>Total Due from Developers</b>		<b>37,242.58</b>
<b>01150 Gas/Diesel/Postage</b>			
COLONIAL OIL INDUSTRIES, INC	DIESEL FUEL: PW GARAGE	01150 - 2301	1,530.39
	DIESEL FUEL: PW GARAGE	01150 - 2301	2,238.52
	DIESEL FUEL: PW GARAGE	01150 - 2301	3,327.17
	DIESEL FUEL: PW GARAGE	01150 - 2301	3,377.98
	DIESEL FUEL: PW GARGE	01150 - 2301	2,086.28
	DIESEL: PW GARAGE	01150 - 2301	2,797.24
	DIESEL: PW GARAGE	01150 - 2301	4,356.87
	DIESEL: PW GARAGE	01150 - 2301	4,463.09
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,478.60
	UNLEADED FUEL: PW GARAGE	01150 - 2300	230.46
	UNLEADED FUEL: PW GARAGE	01150 - 2300	887.45
	UNLEADED FUEL: PW GARAGE	01150 - 2300	1,239.30
	UNLEADED FUEL: PW GARAGE	01150 - 2300	1,518.61
	UNLEADED FUEL: PW GARAGE	01150 - 2300	4,128.83
	UNLEADED FUEL: PW GARAGE	01150 - 2300	6,645.74
	UNLEADED FUEL: PW GARAGE	01150 - 2300	7,528.80
	UNLEADED FUEL: TWP BLDG	01150 - 2300	1,249.11
	UNLEADED FUEL: TWP BLDG	01150 - 2300	1,252.30
	UNLEADED FUEL: TWP BLDG	01150 - 2300	1,276.81
	UNLEADED FUEL: TWP BLDG	01150 - 2300	1,633.21
	UNLEADED FUEL: TWP BLDG	01150 - 2300	1,649.90
	UNLEADED FUEL: TWP BLDG	01150 - 2300	1,668.13
	UNLEADED FUEL: TWP BLDG	01150 - 2300	2,522.00
	UNLEADED FUEL: TWP BLDG	01150 - 2300	3,589.45
	UNLEADED FUEL: TWP BLDG	01150 - 2300	3,873.57
	UNLEADED FUEL: TWP BUILDING	01150 - 2300	4,314.32

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**February 10, 2022**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total</i>	<i>Gas/Diesel/Postage</i>	<b>71,864.13</b>
<b>01155 Prepaid Insurance</b>			
THE MILLER FINANCIAL GROUP	TAX COLLECTOR BOND-2022-2025	01155 - 0100	4,795.00
	<i>Total</i>	<i>Prepaid Insurance</i>	<b>4,795.00</b>
<b>01310 511 Taxes</b>			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-DEC21	01310 - 0400	421.73
	UMASD SHARE OF LST/AMUSE-DEC21	01310 - 0700	4,590.13
	<i>Total</i>	<i>511 Taxes</i>	<b>5,011.86</b>
<b>01362 Public Safety</b>			
CODE ENFORCEMENT EXPENSE CARD	STATE SURCHARGE	01362 - 0402	2,592.00
SAFETY & CODES REFUND	JOB CANCELLED	01362 - 0400	344.50
	<i>Total</i>	<i>Public Safety</i>	<b>2,936.50</b>
<b>01367 Park &amp; Recreation</b>			
PARK & REC REFUND	LEARY REFUND	01367 - 0430	170.00
	<i>Total</i>	<i>Park &amp; Recreation</i>	<b>170.00</b>
<b>01377 Transit</b>			
GREATER VALLEY FORGE T.M.A.	JAN22 SVC LESS JAN22 TIX	01377 - 0200	-138.00
	<i>Total</i>	<i>Transit</i>	<b>-138.00</b>
<b>01380 Miscellaneous</b>			
HOME DEPOT	SUPPLIES	01380 - 0620	673.81
MISC	REIMB FOR ARBORETUM 11/20/21	01380 - 0620	87.39
	<i>Total</i>	<i>Miscellaneous</i>	<b>761.20</b>
<b>01402 Accounting</b>			
ADMIN HARRIS	EMPLOYEE CHECK	01402 - 3190	22.00
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-DEC	01402 - 3140	773.40
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01402 - 1560	35,132.95
	HEALTH-JAN	01402 - 1560	35,106.66
EASTBURN & GRAY PC	LEGAL:LITIGATION MATTERS-JAN	01402 - 3145	203.50
	LEGAL:ZHB-JAN	01402 - 3145	4,240.50
FEDERAL EXPRESS CORPORATION	FEDEX-JAN	01402 - 3250	20.40
FINANCE EXPENSE CARD	1099 TAX KIT FOR AUTHORITIES	01402 - 2100	31.79
	PELRAS CONF REG-NH	01402 - 4630	255.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01402 - 3190	27.55
FITNESS REIMB	4THQTR21 FITNESS REIMB	01402 - 1560	168.75
GLP ARCHITECTS PC	CC LITIG-UPDATE CLAIM INFO	01402 - 3140	1,250.00
HAMBURG RUBIN MULLIN MAXWELL & LU	LEGAL TWP-DEC	01402 - 3140	7,459.71
LAW OFFICE OF SEAN KILKENNY	LEGAL TWP-JAN	01402 - 3140	5,000.00
MANAGERS EXPENSE CARD	APMM ANNUAL DUES	01402 - 4200	165.00
	BOS DINNER MTG 1/13	01402 - 9000	114.78
	ICMA-SEMINAR	01402 - 4620	149.00
	MEET/GREET-NEW PLANNER	01402 - 9000	24.36
	MEET/GREET-NEW PLANNER	01402 - 9000	26.50
	PSATS-6 CONF REG	01402 - 4630	1,050.00
MARK MANJARDI	ZHB CRT RPTG 1/5	01402 - 3160	200.00
MCCARTHY & COMPANY PC	AUDITS & ADMIN-DEC	01402 - 3111	2,187.50
NICHOLAS HIRIAK	4THQTR CELL RMB/GFOA CONF EXP	01402 - 3210	150.00
	4THQTR CELL RMB/GFOA CONF EXP	01402 - 4630	40.00
PIO EXPENSE CARD	AMAZON REFUND USB INTERFACE	01402 - 2700	-239.99
	ERGONOMIC SUPPLIES	01402 - 3401	61.98
	ONLINE GRAPHIC DESIGN SUBSCRIP	01402 - 3420	119.40
	PROTECTION PLAN FOR AUDIO GEAR	01402 - 2700	31.24

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PIO EXPENSE CARD	SD CARD STORAGE CASES AND USB	01402 - 2700	271.97
	TIME LAPSE CAMERA	01402 - 2700	379.00
	USB AUDIO INTERFACE	01402 - 2700	419.99
RICHTER DRAFTING & OFFICE SUPPLY CO.	CALENDAR/NOTEPADS/PENS	01402 - 2100	134.80
	SUPPLIES/2 MINUTE BOOKS	01402 - 2100	679.12
	SUPPLIES/2 MINUTE BOOKS	01402 - 9000	46.41
	TYPE RIBBON	01402 - 2100	23.97
TIFFANY BELLAMY	4THQTR21 CELL REIMB	01402 - 3210	150.00
TIMES HERALD PUBLISHING CO INC	AD: 2022 BOS MTG DATES	01402 - 3160	371.68
	AD: CITIZEN BOARD REORG MTGS	01402 - 3160	88.08
	AD: EAC REORG	01402 - 3160	110.88
	AD:BOS REORG MTG 1/3	01402 - 3160	278.26
	AD:ZHB 2021-24	01402 - 3160	271.73
VERIZON	CELL SERVICE- DEC	01402 - 3210	41.20
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01402 - 3840	199.36
	SHARP USAGE	01402 - 3840	6.90
	SHARP USAGE	01402 - 3840	15.33
	SHARP USAGE	01402 - 3840	23.66
	SHARP USAGE	01402 - 3840	33.22
	<i>Total Accounting</i>		<b>97,317.54</b>
<b>01403 Tax Collection</b>			
THE MILLER FINANCIAL GROUP	TAX COLLECTOR BOND-2022-2025	01403 - 3531	1,598.00
	<i>Total Tax Collection</i>		<b>1,598.00</b>
<b>01407 Information Technology</b>			
ADMIN HARRIS	EMS IPAD REPLACEMENT BROKEN	01407 - 2200	695.31
ARCADE ELECTRONICS	UPS BATTERIES	01407 - 2200	91.74
CDW-G INC #3418616	BITDEFENDER	01407 - 3742	85.00
	COVER FOR AMBULANCE IPAD	01407 - 2200	108.19
	REMOTE DESKTOP SOFTWARE	01407 - 3742	414.00
	TONER NOLAN	01407 - 2200	85.13
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01407 - 1560	4,790.19
	HEALTH-JAN	01407 - 1560	4,786.61
IRON MOUNTAIN INFO MGMT INC	OFFSITE DIGITAL STORAGE	01407 - 3741	310.10
	OFFSITE DIGITAL STORAGE	01407 - 3741	310.36
OMEGA SYSTEMS CONSULTANTS, INC	NETWORK MONITORING	01407 - 3742	900.00
ORTEC INTERNATIONAL USA INC	TIME KEEPING MAINTENANCE	01407 - 3742	16,800.00
POLICE EXPENSE CARD	AMAZON- DOCKING STATION -	01407 - 2200	74.96
	REPLACEMENT IPAD FOR EMS	01407 - 2200	687.94
SITEIMPROVE, INC	WEBSITE MONITORING/IMPROVEMENT	01407 - 3211	5,780.86
VALLEY FORGE SECURITY CENTER	KEY FOBS	01407 - 2200	124.50
	KEYSCAN CARDS	01407 - 2200	230.00
VERIZON	CELL SERVICE- DEC	01407 - 3210	110.89
WEIDENHAMMER	CISCO INTERNET FILTERING	01407 - 3742	508.75
	WEB URL FILTERING	01407 - 3742	508.75
	<i>Total Information Technology</i>		<b>37,403.28</b>
<b>01408 Planning</b>			
ADMIN HARRIS	EMPLOYEE RECORD CHECK	01408 - 2200	22.00
AMAZON CAPITAL SERVICES, INC.	PLANNING SUPPLIES	01408 - 2100	142.80
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01408 - 1560	2,824.97
	HEALTH-JAN	01408 - 1560	2,822.86
E S R I INC	PLANNING SOFTWARE	01408 - 2200	4,345.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01408 - 3190	27.55
MCPMAHON ASSOCIATES INC	KOP RAIL	01408 - 3130	8,092.50
REMINGTON & VERNICK ENGINEERS II, INC	700 BROOKWOOD TER: SWB (DE)	01408 - 3130	776.13

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REMINGTON & VERNICK ENGINEERS II, INC	GENERAL ENGINEERING	01408 - 3130	1,940.72
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01408 - 3840	49.84
	SHARP USAGE	01408 - 3840	0.21
	SHARP USAGE	01408 - 3840	10.27
	<i>Total</i>		<b>21,054.85</b>
	<i>Planning</i>		
 <b>01410 Police</b>			
AQUA PENNSYLVANIA	TOWNCTR SUBSTATION JAN	01410 - 3600	96.68
AT&T	SERVICES -INVESTIGATION	01410 - 3190	145.00
BEAU ANTHONY MORENO	REG TRAINING HW VEHICLE	01410 - 4620	1,000.00
BRIDGEPORT TROPHY	NAME PLATE ( UNIFORM)	01410 - 2380	20.00
BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	01410 - 3730	116.08
C M S W A T	ANNUAL ASSESSMENT	01410 - 4200	3,500.00
CELLEBRITE INC	REG CELLEBRITE TRAINING	01410 - 4620	3,290.00
CODY COMPUTER SERVICES INC	ANNUAL COBRA LICENSE	01410 - 3746	3,598.00
	NIBRS MODULE- (GRANT)	01410 - 3746	15,000.00
COMCAST CORPORATION	SERVICE JAN	01410 - 3210	74.46
CONNIE MARINELLO	REIMB PARKING -JURY TRIAL	01410 - 3310	24.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01410 - 1560	202,830.93
	HEALTH-JAN	01410 - 1560	202,679.10
DON DEWANE'S GARAGE & EQUIPMENT CO	INVESTIGATION SERVICES	01410 - 2200	400.00
ELBERT LEE	CELL REIMB 4TH QTR 2021	01410 - 3210	75.00
FBI	2 REGS FBI-NA TRAINING 3/24	01410 - 4620	100.00
	DUES T NOLAN 2022	01410 - 4200	125.00
	REG T NOLAN TRAINING	01410 - 4620	225.00
FEDERAL EXPRESS CORPORATION	CHARGES	01410 - 3250	2.18
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01410 - 3190	376.90
FITNESS REIMB	1ST-4THQTR21 FITNESS REIMB	01410 - 1560	199.00
	4THQTR21 FITNESS REIMB	01410 - 1560	59.97
	4THQTR21 FITNESS REIMB	01410 - 1560	69.18
	4THQTR21 FITNESS REIMB	01410 - 1560	89.97
	4THQTR21 FITNESS REIMB	01410 - 1560	117.00
	4THQTR21 FITNESS REIMB	01410 - 1560	150.00
	4THQTR21 FITNESS REIMB	01410 - 1560	211.88
	4THQTR21 FITNESS REIMB	01410 - 1560	279.94
	4THQTR21 FITNESS REIMB	01410 - 1560	300.00
	4THQTR21 FITNESS REIMB	01410 - 1560	600.00
FRANK JONES TROPHIES	SHIRT DETECIVES & COPS	01410 - 2380	234.00
GM FINANCIAL LEASING	LEASE UNIT 70 (REIMB AUTO TASK	01410 - 3750	495.80
HALOSIL INTERNATIONAL INC	HALOMIST DISINFECTANT	01410 - 2200	1,050.00
JAMES J WELDON	UNIFORM VEST COVER	01410 - 2380	108.95
	UNIFORM VEST COVER	01410 - 2380	217.90
	UNIFORM VEST COVERS	01410 - 2380	217.90
JARED REINER	BAL DUE CELL PHONE REIMB 2021	01410 - 3210	300.00
JOHN KENNEDY FORD	DEDUCTIBLE UNIT 20	01410 - 3750	100.00
KRANSON CLOTHES INC	3 UNIFORM PANTS/ ALTERATIONS	01410 - 2380	450.00
	4 SHIRTS COMMAND	01410 - 2380	405.00
	UNIFORM NEW HIRE	01410 - 2380	1,080.00
	UNIFORMS	01410 - 2380	455.00
	UNIFORMS - NEW HIRE	01410 - 2380	255.00
	UNIFORMS NEW HIRE	01410 - 2380	275.00
MAGNET FORENSICS USA INC	RENEWAL CONTRACT	01410 - 3746	2,300.00
MONTGOMERY COUNTY MIRT	2022 MIRT DUES	01410 - 4200	300.00
OFFICE BASICS	CALCULATOR	01410 - 2200	85.86
	SUPPLIES	01410 - 2200	293.28
PA CHIEFS OF POLICE ASSN (PCPA)	ACCREDIATION PROGRAM FEES 2022	01410 - 4200	1,000.00
	ANNUAL DUES T NOLAN	01410 - 4200	150.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PECO ENERGY	LEASE GROUND 2021	01410 - 3700	740.00
PECO ENERGY REAL ESTATE DEPT	LEASE GROUND 2022	01410 - 3700	750.00
PETTY CASH	PETTY CASH	01410 - 2200	86.09
	PETTY CASH	01410 - 2910	341.05
PHILA OCC HEALTH	EMPLOYEE SCREENINGS	01410 - 3190	106.00
	EMPLOYEE SCREENINGS	01410 - 3190	167.25
POLICE CHIEFS ASSOCIATION OF SOUTHEA/	ANNUAL DUES 2022	01410 - 4200	75.00
POLICE EXPENSE CARD	511 TACTICAL - UNIFORM PANTS	01410 - 2380	55.00
	ACE CLEANERS - ALTERATIONS	01410 - 2380	8.00
	ACE CLEANERS- ALTERATIONS	01410 - 2380	52.00
	AMAZON - BIKE HELMET MANION	01410 - 2380	49.95
	AMAZON - FLASH DRIVES- INVEST	01410 - 2100	320.05
	AMAZON - FLASHLIGHT NEW HIRE	01410 - 2380	130.95
	AMAZON - HOT CUPS	01410 - 3740	206.62
	AMAZON - STAPLER - DISPATCH	01410 - 2200	49.63
	AMAZON -- STAPLES	01410 - 2200	6.28
	AMAZON- 2 PADLOCKS COPS SHED	01410 - 2900	21.28
	AMAZON- AIR PURIFIER -COMM CTR	01410 - 2200	299.99
	AMAZON- DETECTIVE SHIRTS	01410 - 2380	109.20
	AMAZON- MONTHLY CHARGE	01410 - 2200	13.77
	ATLANTIC TACTICAL- BOOTS	01410 - 2380	172.98
	ATLANTIC TACTICAL- BOOTS	01410 - 2380	172.98
	BBB- COFFEE SUPPLIES	01410 - 2200	47.97
	CABELA - 2 PR UNIFORM BOOTS	01410 - 2380	379.98
	CABELA - UNIFORM BOOTS	01410 - 2380	159.99
	CHEWY - SUPPLIES K-9 KYZAR	01410 - 2200	46.70
	CHEWY - FOOD K-9 ANNA	01410 - 2200	271.23
	CHEWY - FOOD K-9 KYZAR	01410 - 2200	111.72
	CHEWY - K-9 FOOD	01410 - 2200	302.58
	CHEWY - PROBIOTICS K-9 ANNA	01410 - 2200	68.87
	CHEWY - SUPPLEMENTS K-9 ANNA	01410 - 2200	111.72
	FBI-LEEDA - DUES BRUNER	01410 - 4200	50.00
	FBI-LEEDA - DUES COYLE	01410 - 4200	50.00
	FBI-LEEDA - DUES ELVERSON	01410 - 4200	50.00
	FBI-LEEDA - DUES NOLAN	01410 - 4200	50.00
	GALLS - DUTY BELT	01410 - 2380	101.18
	GALLS - UNIFORM GEAR NEW HIRE	01410 - 2380	485.80
	GALLS - UNIFORM PANTS	01410 - 2380	76.95
	GALLS- DUTY BELT	01410 - 2380	101.18
	GALLS- SHIRTS COPS UNIT	01410 - 2380	123.99
	HIVIS - CROSSING GUARD SHIRT	01410 - 2380	35.24
	KEURIG - COFFEE SUPPLIES	01410 - 2200	49.47
	KEURIG - COFFEE	01410 - 2200	29.97
	NATW - ANNUAL DUES	01410 - 2950	35.00
	PA BACKGROUND CHECK - NEW HIRE	01410 - 3190	66.00
	PENN STATE- REG POSIT TRAINING	01410 - 4620	764.00
	RECONYX -3 SOLAR CHARGES	01410 - 2200	596.13
	REG T NOLAN PELRAS CONF	01410 - 4620	255.00
	STAPLES - DECK WEBCAM & SUPPLI	01410 - 2200	75.04
	STAPLES- RECEIPT BOOK DISPATCH	01410 - 2200	27.82
	TRANSUNION - MONTHLY SERVICE	01410 - 3190	243.59
	TRAP FIND- 3 REGS TRAINING	01410 - 4620	450.00
POWER DMSN INC	ANNUAL -ACCREDIATION MGMT	01410 - 3746	6,024.01
SAFWARE, INC	SUPPLIES	01410 - 2200	369.22
SCHANK PRINTING INC.	BUSINESS CARDS	01410 - 3400	70.00
T MOBILE USA INC	SERVICES - INVESTIGATION	01410 - 3190	90.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
T MOBILE USA INC	SERVICES - INVESTIGATION	01410 - 3190	180.00
TD BANK CARD	CHEIF'S MTG 1/16/22	01410 - 3310	13.25
	CHIEF'S MEETING 1/18/22	01410 - 3310	17.25
	CHIEF'S MTG 1/18	01410 - 3310	42.38
	COSTCO - SUPPLIES	01410 - 2200	299.40
	COSTCO - SUPPLIES	01410 - 3730	49.16
TRITECH FORENSICS	BODE SUPPLIES	01410 - 2100	408.39
	BODIE SUPPLIES	01410 - 2100	193.39
	EVIDENCE ENVELOPES	01410 - 2200	151.99
VALLEY FORGE SECURITY CENTER	KEYS MADE	01410 - 2200	29.12
VERIZON	CELL SERVICE- DEC	01410 - 3210	1,689.83
	COMMUNICATION LINES 0222	01410 - 3210	89.00
W B MASON CO INC AC# MI-1255	CREDIT	01410 - 2200	-49.99
	CREDIT	01410 - 2200	-44.72
	STAPLER -RECORDS	01410 - 2200	83.98
	SUPPLIES	01410 - 2200	20.09
	SUPPLIES	01410 - 2200	32.72
	SUPPLIES	01410 - 2200	43.90
	SUPPLIES	01410 - 2200	74.01
	SUPPLIES	01410 - 2200	129.11
	SUPPLIES	01410 - 2200	138.75
	SUPPLIES	01410 - 2200	169.81
	SUPPLIES	01410 - 2200	182.90
	SUPPLIES	01410 - 3740	116.22
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01410 - 3700	241.36
	SHARP USAGE	01410 - 3700	1.18
	SHARP USAGE	01410 - 3700	27.86
	SHARP USAGE	01410 - 3700	31.71
	SHARP USAGE	01410 - 3700	31.84
	SHARP USAGE	01410 - 3700	115.72
YCG INC	ANNUAL CERTIFICATIONS	01410 - 3190	1,646.25
	<b>Total Police</b>		<b>467,389.24</b>
 <b>01411 Fire and EMS</b>			
ADVANCED RECOVERY SYSTEMS INC	COLLECT FEE:12/1-12/31	01411 - 3900	802.25
AQUA PENNSYLVANIA	HYDRANT MAINT	01411 - 3790	1,706.76
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	19.20
	EMS SUPPLIES	01411 - 2100	70.00
	EMS SUPPLIES	01411 - 2100	118.70
	EMS SUPPLIES	01411 - 2100	214.40
	EMS SUPPLIES	01411 - 2100	409.80
	EMS SUPPLIES	01411 - 2100	769.28
	EMS SUPPLIES	01411 - 2100	3,564.74
	TECC SUPPLIES	01411 - 2100	57.96
BRANDON TAIT	REIMB FINGERPRINTS-HIRE	01411 - 3190	47.70
CDW-G INC #3418616	IPAD COVERS AND PAD	01411 - 2200	125.61
COMCAST CORPORATION	COMMUNICATION LINES 0122	01411 - 3210	359.86
	SERVICE FEB	01411 - 3210	26.97
	SERVICE FEB	01411 - 3210	37.49
CONTINENTAL FIRE & SAFETY	ENGINE 56 EQUIPMENT	01411 - 2200	18.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01411 - 1560	49,060.47
	HEALTH-JAN	01411 - 1560	49,023.75
FEDERAL EXPRESS CORPORATION	SHIPPING	01411 - 2200	9.85
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01411 - 3190	281.10
HOME DEPOT	SUPPLIES	01411 - 2200	341.64
I A F C I	DUES DAYWALT	01411 - 4200	290.00
INTERNATIONAL ASSOCIATION OF ARSON	DUES DAYWALT	01411 - 4200	100.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	29.90
	MEDICAL OXYGEN	01411 - 2100	84.65
KING OF PRUSSIA VOL FIRE CO	FEB ALLOCATION	01411 - 2420	18,607.75
MCDONALDS UNIFORM INC	KINDRED BOOTS	01411 - 2380	164.21
	TAIT UNIFORMS	01411 - 2380	562.14
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	4.77
	EMS SUPPLIES	01411 - 2100	119.61
	EMS SUPPLIES	01411 - 2100	192.70
	EMS SUPPLIES	01411 - 2100	220.86
	EMS SUPPLIES	01411 - 2100	545.57
MICHAEL MANUEL	HELMET SHIELDS	01411 - 2380	65.00
	HELMET SHIELDS	01411 - 2380	97.80
PA TURNPIKE TOLL BY PLATE	TOLLS 356-15	01411 - 3750	33.40
PAAI	DUES DAYWALT	01411 - 4200	35.00
PECO ENERGY	ELECTRIC STA 56	01411 - 3600	0.14
PENNA AMERICAN WATER CO.	HYDRANT MAINT	01411 - 3790	1,054.08
PHILA OCC HEALTH	EMPLOYEE SCREENINGS	01411 - 3190	768.00
POWER DMSN INC	ANNUAL -ACCREDIATION MGMT	01411 - 3746	3,076.50
PPC LUBRICANTS INC	EXHAUST FLUID	01411 - 3750	228.65
REALEN VALLEY FORGE GREEN ASSOCIAT	COMMON AREA MAINT STA 56	01411 - 3600	36.31
SWEDELAND VOL. FIRE CO.	FEB ALLOCATION	01411 - 2420	12,687.50
SWEDESBURG VOL. FIRE CO.	FEB ALLOCATION	01411 - 2420	10,995.00
	REIMB ALADTEC	01411 - 3746	7,616.00
TELEFLEX LLC	EMS SUPPLIES	01411 - 2100	100.83
	EMS SUPPLIES	01411 - 2100	670.17
	EMS SUPPLIES	01411 - 2100	1,109.50
VERIZON	CELL SERVICE- DEC	01411 - 3210	806.82
VIKING TERMITE & PEST CONTROL	PEST CONTROL STA 356	01411 - 3600	92.00
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01411 - 3746	70.00
	SHARP USAGE	01411 - 3746	18.12
WILLIAM DAYWALT	REIMB ICC MEMBERSHIP	01411 - 4200	60.00
	<b>Total Fire and EMS</b>		<b>167,608.51</b>

**01413 Codes Enforcement**

CODE ENFORCEMENT EXPENSE CARD	2018 CODE BOOKS	01413 - 2390	775.76
	CNG #326	01413 - 2300	37.52
	CNG #326	01413 - 2300	43.75
	JG AJ CAKE	01413 - 9000	28.00
	STAMP	01413 - 2200	49.67
COMMONWEALTH OF PA	RG CERTS	01413 - 4200	109.70
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01413 - 1560	12,941.46
	HEALTH-JAN	01413 - 1560	12,931.77
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01413 - 3190	48.90
FITNESS REIMB	4THQTR21 FITNESS REIMB	01413 - 1560	131.25
REINHARDT INDUSTRIES	PM C/U	01413 - 4520	395.00
TRAISSR LLC	TRAISSR MAINT	01413 - 3746	300.00
UNITED INSPECTION AGENCY INC	EPR	01413 - 3190	550.00
VERIZON	CELL SERVICE- DEC	01413 - 3210	-39.28
WILLIAM A FRASER INC	SHARP LEASE	01413 - 3840	39.00
	SHARP MONTHLY LEASE	01413 - 3840	49.84
	SHARP USAGE	01413 - 3840	0.20
	SHARP USAGE	01413 - 3840	10.26
	SHARP USAGE	01413 - 3840	40.16
	<b>Total Codes Enforcement</b>		<b>28,442.96</b>

**01430 Transportation**

ADMIN HARRIS	BRINE PUMP	01430 - 3740	767.83
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ADMIN HARRIS	PWD STAFF XMAS PARTY	01430 - 3190	444.33
AMAZON CAPITAL SERVICES, INC.	KITCHEN SUPPLIES	01430 - 3730	109.76
BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	01430 - 3730	232.14
CARGILL INC	BULK ROAD SALT	01430 - 2452	1,413.96
	BULK ROAD SALT	01430 - 2452	2,867.52
	BULK ROAD SALT	01430 - 2452	3,105.14
	BULK ROAD SALT	01430 - 2452	8,486.22
	BULK ROAD SALT	01430 - 2452	9,031.38
	BULK ROAD SALT	01430 - 2452	13,882.76
	BULK ROAD SALT	01430 - 2452	14,955.15
CARL M HEHN	2022 BOOTS: HEHN	01430 - 2446	110.00
CINTAS CORPORATION #2	FIRST AID SUPPLIES	01430 - 2446	31.55
COLONIAL ELECTRIC SUPPLY CO #U425	ELECTRICAL HARDWARE	01430 - 3730	357.60
	ELECTRICAL SUPPLIES	01430 - 3730	122.95
COMCAST CORPORATION	CABLE SERVICE: PW GARAGE	01430 - 3730	37.06
CONSTELLATION NEW ENERGY, INC	GAS: MULTIPLE LOCATIONS	01430 - 3600	509.68
DEER PARK	COOLER WATER: TRANSPORTATION	01430 - 3730	7.98
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01430 - 1560	41,033.05
	HEALTH-JAN	01430 - 1560	41,002.33
DUFF SUPPLY COMPANY	BRINE PUMP FITTINGS	01430 - 3740	123.02
	SLOAN REPAIR KIT	01430 - 3730	14.56
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01430 - 3190	119.40
GORECON INC	SIDEWALK SNOW REMOVAL 1/7/22	01430 - 3170	15,100.00
GRAINGER - W.W.GRAINGER INC	BRINE MOTOR SHAFT	01430 - 3740	140.62
	CABINET FILTERS	01430 - 2200	1,141.08
H A WEIGAND INC.	KERRWOOD RD BRIDGE SIGNAGE	01430 - 2457	347.50
	MISC. SIGNAGE FOR STOCK	01430 - 2457	1,080.00
HOME DEPOT	SUPPLIES	01430 - 2451	99.08
	SUPPLIES	01430 - 2600	311.71
	SUPPLIES	01430 - 3730	105.69
	SUPPLIES	01430 - 3750	466.88
I.M.S.A.	IMSA DUES: GREENE	01430 - 4200	100.00
	IMSA DUES: HEHN	01430 - 4200	100.00
JOSEPH O'DONNELL	O'DONNELL CELL REIMBURSE 4Q21	01430 - 3210	150.00
OFFICE BASICS	JANITORIAL SUPPLIES	01430 - 3730	168.70
PECO ENERGY	ELECTRIC: SALT SHED	01430 - 3600	36.81
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,001.40
	GAS: PW GARAGE	01430 - 3600	1,461.54
PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	533.76
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL SERVICE	01430 - 2451	422.28
PHILA OCC HEALTH	EMPLOYEE SCREENINGS	01430 - 3190	25.00
TD BANK CARD	COSTCO - SUPPLIES	01430 - 2600	33.78
TODD LACHENMAYER	LACHENMAYER REIMBURSECELL 4Q21	01430 - 3210	150.00
TRAFFIC PRODUCTS LLC	SHIPPING CHARGE	01430 - 3750	22.88
	TRAFFIC CONTROLERS	01430 - 3720	1,790.00
TRAISS LLC	TRAISS SAAS	01430 - 3190	2,758.85
TRIAD TRUCK EQUIPMENT	CURB SHOES/REVERSE LIGHTS	01430 - 3740	752.00
	REVERSE LIGHTS & PLOW SHOE	01430 - 3740	176.00
U. S. MUNICIPAL SUPPLY, INC.	PLOW BLADE RUBBER	01430 - 3740	1,200.00
UNIFIRST CORPORATION	UNIFORM: TRANSPORTATION	01430 - 2380	127.16
	UNIFORMS:TRANSPORTATION	01430 - 2380	170.49
VERIZON	CELL SERVICE- DEC	01430 - 3210	589.41
	COMMUNICATION LINES 0222	01430 - 3210	33.33
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: PW GARAGE	01430 - 3185	1,075.36
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01430 - 3840	71.82
	SHARP USAGE	01430 - 3840	0.59

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
WILLIAM A FRASER INC	SHARP USAGE	01430 - 3840	2.82
WINDSTREAM CORPORATION	COMMUNICATION LINES 0122	01430 - 3210	74.42
	<i>Total Transportation</i>		<b>170,586.33</b>
 <b>01432 PW-Vehicle Maintenance</b>			
AMAZON CAPITAL SERVICES, INC.	TIME CARDS	01432 - 2200	69.14
ARDMORE TIRE, INC	TIRE BALANCE WEIGHTS	01432 - 2500	150.00
	UNIT 14: TIRES	01432 - 2500	115.00
	UNIT 447: TIRES	01432 - 2500	845.00
BERGEY'S FORD INC.	OIL PAN PLUGS	01432 - 2500	26.94
	UNIT 13: COIL PACKS	01432 - 2500	118.08
	UNIT 13: IGNITION COILS	01432 - 2500	155.48
	UNIT 17: IGNITION COIL	01432 - 2500	273.56
	UNIT 22: SWITCH ASSEMBLY	01432 - 2500	36.57
	UNIT 440: WIRE KIT	01432 - 2500	57.51
	UNIT 441: OIL SEPERATOR	01432 - 2500	230.00
	UNIT 441: SEPERATOR ASSEMBLY	01432 - 2500	95.57
	UNIT 443: ACTUATOR	01432 - 2500	22.37
	UNIT 447: GASKET	01432 - 2500	16.57
	UNIT 466: TIRE	01432 - 2500	366.30
	UNIT 467: REAR TIRES	01432 - 2500	1,206.90
	UNIT 467: TIRE	01432 - 2500	408.30
	UNIT 723: INJECTOR KIT	01432 - 2500	12.24
	WHEEL STUDS & BOLTS	01432 - 2500	68.60
BOB'S AUTO PARTS	15W40 MOTOR OIL	01432 - 2500	57.48
	DIESEL ADDITIVE & CLEANER	01432 - 2500	165.36
	LEAK SEAL	01432 - 2500	45.93
	UNIT 15: BATTERY	01432 - 2500	159.96
	UNIT 17: BRAKES & ROTORS	01432 - 2500	242.97
	UNIT 2: BATTERY	01432 - 2500	159.96
	UNIT 20: OIL & FILTER	01432 - 2500	107.50
	UNIT 356-1: BELT TENSIONER	01432 - 2500	79.84
	UNIT 356-1: V-BELT	01432 - 2500	16.57
	UNIT 356-3: BATTERY	01432 - 2500	148.46
	UNIT 424: BULB SOCKET	01432 - 2500	7.99
	UNIT 436: WINDOW SWITCH	01432 - 2500	198.00
	UNIT 555: BATTERY	01432 - 2500	138.81
	UTILITY UNIT 48: BATTERY	01432 - 2500	319.92
	WIPER BLADES	01432 - 2500	69.90
	WIPER BLADES/ DEICER	01432 - 2500	159.68
COLLIFLOWER INC	CRIMP FITTINGS FOR INVENTORY	01432 - 2500	493.38
	FITTINGS & HOSES	01432 - 2500	388.74
	PLOW ENDS	01432 - 2500	104.96
	UNIT 445: CHECK VALVE ASSEMBLY	01432 - 2500	99.29
	UNIT 449: HYDRAULIC HOSES	01432 - 2500	99.29
DEER PARK	COOLER WATER: VEHICLE MAINT	01432 - 2200	3.99
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01432 - 1560	7,488.52
	HEALTH-JAN	01432 - 1560	7,482.92
EAGLE POWER & EQUIPMENT INC	UNIT 440: WIRE PINS	01432 - 2500	95.61
FASTENAL COMPANY	STAINLESS STEEL HARDWARE	01432 - 2500	18.23
G. L. SAYRE INC.	CREDIT	01432 - 2500	-96.12
INTERSTATE BATTERY SYSTEM INC	UNIT 421: BATTERY	01432 - 2500	119.95
J & J TRUCK EQUIPMENT	UNIT 441: SOLENOID VALVE	01432 - 2500	255.10
KEIL WELDING & FABRICATING INC	MIRROR BRACKETS	01432 - 2500	210.00
	MIRROR SUPPORT BRACKET	01432 - 2500	210.00
	SPREADER GATE SHIELD	01432 - 2500	230.00
KENCO HYDRAULICS INC	AUGER MOTOR	01432 - 2500	845.59

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
KENCO HYDRAULICS INC	LIFT CYLINDER REPAIRS	01432 - 2500	780.00
	REBUILD LIFT CYLINDER	01432 - 2500	780.00
	UNIT 431: ORBITAL MOTOR	01432 - 2500	845.59
	UNIT 465: HYDRAULIC MOTOR	01432 - 2500	845.59
MITCHELL1	VEHICLE MAINTENANCE SOFTWARE	01432 - 2500	1,840.77
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01432 - 2500	317.24
	MISCELLANEOUS HARDWARE	01432 - 2500	472.64
	STAINLESS STEEL HARDWARE	01432 - 2500	41.05
PATRICK KERRIDGE	2022 WORK TOOL REIMBURSEMENT	01432 - 7400	500.00
PPC LUBRICANTS INC	ANTI-FREEZE	01432 - 2500	573.50
	MOTOR/HYDRAULIC OIL	01432 - 2500	1,096.00
SOSMETAL PRODUCTS INC	GRINDING DISC,TRUCK WASH	01432 - 2500	251.04
	SHOP SUPPLIES	01432 - 2200	249.04
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 356-3: SERVICE	01432 - 2500	569.71
	UNIT 6:EMISSIONS	01432 - 2500	45.00
TRANSAXLE LLC	UNIT 430: GLADHAND	01432 - 2500	5.14
	UNIT 467: TRANSMISSION SENSOR	01432 - 2500	132.12
U. S. MUNICIPAL SUPPLY, INC.	CLEVIS PINS	01432 - 2500	64.24
	SOLENOID VALVE	01432 - 2500	415.08
UNI-SELECT USA INC	AIR FILTER	01432 - 2500	12.61
	AIR FILTERS	01432 - 2500	15.39
	BRINE PUMP	01432 - 2500	3.49
	PLOW LAMPS	01432 - 2500	31.28
	PLUGS & FILTERS MOWING EQUIP	01432 - 2500	311.95
	UNIT 13: AIR FILTER	01432 - 2500	6.60
	UNIT 448: ADHESIVE	01432 - 2500	8.93
	UNIT 555: COIL PACK & PLUGS	01432 - 2500	174.36
	UNITS 17,19,2,20: FILTERS	01432 - 2500	18.32
UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	102.96
	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	128.70
WELDON AUTO PARTS INC	UNITS 441/446: LIGHT RELAYS	01432 - 2500	57.34
	<b>Total PW-Vehicle Maintenance</b>		<b>35,097.59</b>

**01434 PW-Park Maintenance**

ADMIN HARRIS	EMPLOYEE RECORD CHECK	01434 - 2800	22.00
	EMPLOYEE RECORD CHECK	01434 - 2800	22.00
BRUCE GINSBURG	SEWER REPAIRS: NV FARM HOUSE	01434 - 2800	1,430.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01434 - 1560	17,884.57
	HEALTH-JAN	01434 - 1560	17,871.18
DONALD WALLACE INC	CLEANING SUPPLIES	01434 - 2800	393.50
	TRASH CAN LINERS	01434 - 2200	431.80
EDWIN P BURKHOLDER	ANIMAL FEED	01434 - 2800	82.50
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01434 - 3190	225.50
HOME DEPOT	SUPPLIES	01434 - 2200	82.44
	SUPPLIES	01434 - 2600	169.87
	SUPPLIES	01434 - 2800	167.10
JERRY RECUPIDO	2022 BOOTS: RECUPIDO	01434 - 2446	110.00
M J REIDER ASSOCIATES INC	WATER TESTING: NOR-VIEW FARM	01434 - 2800	60.00
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	125.00
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2800	110.17
	ELECTRIC: FARM STORE	01434 - 2800	130.97
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	104.34
	ELECTRIC: NOR-VIEW FARM BARN 2	01434 - 2800	256.24
	ELECTRIC: NOR-VIEW FARM HOUSE	01434 - 2800	38.97
SERVPRO KING OF PRUSSIA	REMEDiate: NV FARM HOUSE	01434 - 2800	2,482.10
STEVE HUNSBERGER	VET SERVICE: HORSE	01434 - 2800	240.00
	VET SERVICE: HORSE	01434 - 2800	240.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
SUBURBAN PROPANE	PROPANE: NOR-VIEW FARM	01434 - 2800	928.17
	PROPANE: NOR-VIEW FARM	01434 - 2800	1,239.17
TRACTOR SUPPLY CO	ANIMAL SUPPLIES	01434 - 2800	362.84
UNIFIRST CORPORATION	UNIFORMS: NOR-VIEW FARMS	01434 - 2800	59.15
	UNIFORMS: NOR-VIEW FARMS	01434 - 2800	47.32
	UNIFORMS: PARK MAINTENANCE	01434 - 2380	128.56
	UNIFORMS: PARK MAINTENANCE	01434 - 2380	160.70
VALLEY FORGE SECURITY CENTER	NORVIEW VIDEO RECORDER REPAIR	01434 - 2800	142.50
VERIZON	CELL SERVICE- DEC	01434 - 2800	8.36
	COMMUNICATION LINES 0222	01434 - 3210	43.26
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	18.52
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01434 - 2800	29.68
	SHARP USAGE	01434 - 2800	7.37
	<i>Total</i>		<b>45,855.85</b>

**01436 PW-Building Maintenance**

ALLIED ELEVATOR LLC	ELEVATOR PM SERVICE	01436 - 4545	303.00
AMAZON CAPITAL SERVICES, INC.	BATTERIES	01436 - 2200	14.78
	FACE MASKS (COVID)	01436 - 2200	58.30
	FACE MASKS (COVID)	01436 - 2200	149.91
	FACE MASKS (COVID)	01436 - 2200	184.97
	MOBILE TV CART	01436 - 2200	323.60
	TV SUPPLIES	01436 - 2200	46.08
	WIRELESS DOORBELLS	01436 - 3730	58.37
AQUA PENNSYLVANIA	WATER: MATSONFORD PS	01436 - 3600	1.18
	WATER: TOWNSHIP BUILDING	01436 - 3600	19.59
	WATER: TOWNSHIP BUILDING	01436 - 3600	728.12
BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	01436 - 3730	232.14
CONSTELLATION NEW ENERGY, INC	GAS: MULTIPLE LOCATIONS	01436 - 3600	267.83
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 3730	294.88
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01436 - 1560	2,881.52
	HEALTH-JAN	01436 - 1560	2,879.36
GPX COMMUNICATION LLC	COMMUNICATION LINES 0122	01436 - 3210	1,279.87
HOME DEPOT	SUPPLIES	01436 - 3730	223.15
HUGH J MEEHAN	HVAC REPAIR: ROLL CALL UNIT	01436 - 4521	511.00
	HVAC REPAIR: UNIT 37	01436 - 4521	527.50
	HVAC REPAIR: UNIT 40	01436 - 4521	312.50
	HVAC REPAIR: UNIT 40	01436 - 4521	2,350.00
	HVAC REPAIR: UNIT 57	01436 - 4521	125.00
	HVAC REPAIR: UNIT 66	01436 - 4521	375.00
	PD ROLL CALL HVAC REPLACEMENT	01436 - 4521	3,250.00
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	200.96
OFFICE BASICS	OFFICE SUPPLIES	01436 - 2200	10.38
	RESTROOM SUPPLIES/BATTERIES	01436 - 2200	35.70
	RESTROOM SUPPLIES/BATTERIES	01436 - 3730	226.80
PARKER INTERIOR PLANTSCAPE INC	INTERIOR PLANT SERVICE	01436 - 4545	571.66
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	47.68
UNIFIRST CORPORATION	UNIFORMS: BUILDING MAINTENANCE	01436 - 2380	24.56
VALLEY FORGE SECURITY CENTER	DUPLICATE KEYS	01436 - 3730	22.46
VERIZON	CELL SERVICE- DEC	01436 - 3210	16.46
	COMMUNICATION LINES 0222	01436 - 3210	279.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	80.66
WEST CHESTER MECHANICAL CONTRACT	WINTERIZE COOLING TOWER	01436 - 4521	643.50
	<i>Total</i>		<b>19,557.47</b>

**01450 Park and Recreation**

AMAZON CAPITAL SERVICES, INC.	AIR FILTERS	01450 - 3730	1,111.97
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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	BUBBLE MAILERS	01450 - 4592	17.95
	FACE MASKS	01450 - 2200	125.82
	FACE MASKS	01450 - 2200	126.60
	FRONT DESK MATS	01450 - 2100	25.49
	GREASE	01450 - 3730	12.58
	KICK PLATE	01450 - 3730	54.55
	PAPER TOWELS	01450 - 3730	250.56
	PUPPET KIT	01450 - 4593	29.98
	SOAP	01450 - 3730	78.78
	TABLECLOTHS	01450 - 4593	37.98
AMBER OWEN	YOUTH BASKETBALL	01450 - 4593	300.00
AMERICAN NATIONAL RED CROSS & ITS C	CPR STAFF TRAINING	01450 - 4620	82.80
ANGELO'S PIZZA	PNO PIZZA	01450 - 4593	36.00
AQUA PENNSYLVANIA	WATER BOB CASE PARK	01450 - 3600	154.69
	WATER HEUSER PARK	01450 - 3600	221.91
	WATER HEUSER PARK	01450 - 3600	505.25
	WATER MOORE ROAD	01450 - 3600	56.44
	WATER POWDERHORN ROAD	01450 - 3600	19.59
	WATER SWEDELAND PARK	01450 - 3600	56.44
	WATER UMCC	01450 - 3600	221.88
	WATER UMCC	01450 - 3600	449.84
	WATER WALKER PARK	01450 - 3600	161.13
BRIANA BRADLEY	YOUTH BASKETBALL	01450 - 4593	810.00
BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	01450 - 3730	1,933.18
CARRIER CORPORATION	HVAC SERVICE CONTRACT	01450 - 4521	2,197.50
	UMCC BOILERS	01450 - 3740	447.50
COMCAST CORPORATION	COMMUNICATION LINES 0122	01450 - 3210	255.13
	COMMUNICATION LINES 0122	01450 - 3600	716.78
	COMMUNICATION LINES 0222	01450 - 3210	255.00
	COMMUNICATION LINES 1221	01450 - 3600	359.68
CONSTELLATION NEW ENERGY, INC	GAS: MULTIPLE LOCATIONS	01450 - 3600	765.22
CONTROLEX SERVICE CORP	UMCC FLAG POLE LIGHTS	01450 - 3730	300.00
DANIEL D SOMERVILLE	WEEKEND CLEANERS	01450 - 3730	1,560.00
DEER PARK	UMCC WATER COOLERS	01450 - 2200	-28.83
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	01450 - 1560	9,651.49
	HEALTH-JAN	01450 - 1560	9,644.26
DONALD WALLACE INC	HEUSER CLEANING	01450 - 3730	631.09
DRAMATIC PUBLISHING COMPANY	CONSORTIUM SHOW PACKAGE	01450 - 4592	1,470.26
DUBBLE BUBBLES LAUNDRY	LAUNDRY	01450 - 3730	60.00
	LAUNDRY	01450 - 3730	60.00
EVAN PATRICK	PHONE REIMBURSEMENT	01450 - 3210	150.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01450 - 3190	47.90
GERARD TESTA	BOOTS	01450 - 2380	119.99
	MILEAGE REIMBURSEMENT	01450 - 2200	22.40
GORECON INC	SALT UMCC LOTS	01450 - 3730	560.00
	SNOW REMOVAL	01450 - 3730	1,374.00
IMPERIAL BAG & PAPER LLC	CLEANING SUPPLIES	01450 - 3730	162.90
	CLEANING SUPPLIES	01450 - 3730	261.87
	DUST MOP FRAME	01450 - 3730	31.12
	TRASH BAGS	01450 - 3730	208.70
JESSICA MICHAEL	YOUTH BASKETBALL	01450 - 4593	245.00
KAHLEEL DRACIR HENRY	YOUTH BASKETBALL	01450 - 4593	540.00
KIM P GREENE	VOLLEYBALL	01450 - 4593	80.00
LISA WHITE JONES	CONSORTIUM	01450 - 4592	100.00
MARIANNE SUTERA RHOADS	PURPOSEFUL PLAY	01450 - 4593	2,901.60
NEAL ADAM KENZAKOWSKI	VOLLEYBALL	01450 - 4593	80.00

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NORFOLK SOUTHERN CORPORATION	ANNUAL LEASE	01450 - 2200	1,420.63
	ANNUAL LEASE	01450 - 2200	1,500.00
PARK & REC EXPENSE CARD	CPR MATERIALS	01450 - 4593	191.81
	MUSIC STREAMING	01450 - 2200	16.95
	PRPS HOTEL	01450 - 3310	596.00
	SICILIA INSURANCE	01450 - 4593	367.00
PECO ENERGY	ELECTRIC SWEDELAND PARK	01450 - 3600	160.56
PENNSYLVANIA RECREATION AND PARK	PRPS CONFERENCE	01450 - 3310	1,540.00
REPUBLIC SERVICES INC	TRASH HEUSER	01450 - 3185	300.73
RICHTER DRAFTING & OFFICE SUPPLY CO.	BATTERIES	01450 - 2100	31.50
	PENS	01450 - 2100	5.55
	RETURN	01450 - 2100	-5.55
RINEHART'S SANITATION SERVICES, LLC	POTTY HEUSER	01450 - 4593	74.00
SCHAEFER FIREWORKS INC	JULY 4 FIREWORKS DEPOSIT	01450 - 4595	5,034.93
SCHWEMM LEARNING ADVENTURES LLC	SNAPOLOGY ROBLOX	01450 - 4593	525.00
SEAN COLLINS	YOUTH BASKETBALL	01450 - 4593	270.00
SIMPLEX WELLNESS, INC.	FITNESS STAFFING JANUARY	01450 - 4593	16,463.05
STACEY MARSHALL	YOUTH BASKETBALL	01450 - 4593	960.00
TARRELL WILLIS	YOUTH BASKETBALL	01450 - 4593	900.00
TESTA BROTHERS LANDSCAPE CONSTRUCT	VARIOUS CLEANUPS	01450 - 4599	8,300.00
	VARIOUS PARK CLEANUPS	01450 - 4599	3,900.00
THEATRE HORIZON INC	THEATRE RENTAL	01450 - 4592	1,420.00
TRAVIS MARSHALL	YOUTH BASKETBALL	01450 - 4593	1,024.00
TROY CHIDDICK	YOUTH BASKETBALL	01450 - 4593	1,024.00
UNIVERSITY OF VALLEY FORGE OF THE A	CAREER FAIR	01450 - 4593	10.00
UPPER MERION AREA SCHOOL DIST	MIDDLE SCHOOL FACILITY USE	01450 - 4593	828.75
VERIZON	CELL SERVICE- DEC	01450 - 3210	86.77
	CELL SERVICE- DEC	01450 - 4597	61.47
WASTE MANAGEMENT SOUTHEAST PA	DUMPSTER UMCC	01450 - 3185	311.92
	UMCC DUMPSTERS	01450 - 3185	295.92
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	01450 - 3840	141.68
	SHARP USAGE	01450 - 3840	0.04
	SHARP USAGE	01450 - 3840	26.87
	SHARP USAGE	01450 - 3840	74.62
WILLIAM HILL	YOUTH BASKETBALL	01450 - 4593	540.00
XTREME HOOPS	YOUTH BASKETBALL	01450 - 4593	220.00
	YOUTH BASKETBALL	01450 - 4593	420.00
	<b>Total</b>	<b>Park and Recreation</b>	<b>91,150.17</b>
<b>01493 TMA/Rambler/Other</b>			
CONSTELLATION NEW ENERGY, INC	GAS: MULTIPLE LOCATIONS	01493 - 3600	2.28
GREATER VALLEY FORGE T.M.A.	JAN22 SVC LESS JAN22 TIX	01493 - 3320	21,524.36
PECO ENERGY	ELECTRIC/GAS: SUNNY HILL FARM	01493 - 3600	84.84
	<b>Total</b>	<b>TMA/Rambler/Other</b>	<b>21,611.48</b>
<b>01495 Misc. Expense</b>			
MURRAY ASSOCIATES ARCHITECTS, P. C.	MOORE-IRWIN STRUCT INSP	01495 - 9700	5,000.00
	<b>Total</b>	<b>Misc. Expense</b>	<b>5,000.00</b>
<b>04456 Library</b>			
AMAZON.COM LLC	BOOKS	04456 - 2100	298.19
	BOOKS	04456 - 2472	148.40
	BOOKS	04456 - 2473	97.25
	BOOKS	04456 - 2476	19.99
	BOOKS	04456 - 2480	23.49
	BOOKS	04456 - 2481	37.99
BAKER & TAYLOR INC	BOOKS	04456 - 2472	-16.50

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BAKER & TAYLOR INC	BOOKS	04456 - 2472	16.50	
	BOOKS	04456 - 2472	32.56	
	BOOKS	04456 - 2472	38.71	
	BOOKS	04456 - 2472	50.27	
	BOOKS	04456 - 2472	68.92	
	BOOKS	04456 - 2472	74.98	
	BOOKS	04456 - 2472	168.05	
	BOOKS	04456 - 2472	326.03	
	BOOKS	04456 - 2472	405.26	
	BOOKS	04456 - 2472	410.66	
	BOOKS	04456 - 2472	424.55	
	BOOKS	04456 - 2472	505.99	
	BOOKS	04456 - 2472	630.09	
	BOOKS	04456 - 2472	776.99	
	BOOKS	04456 - 2472	835.37	
	BOOKS	04456 - 2472	860.40	
	BOOKS	04456 - 2472	895.61	
	BOOKS	04456 - 2480	11.49	
	BOOKS	04456 - 2480	11.49	
	BOOKS	04456 - 2480	12.06	
	BOOKS	04456 - 2480	24.13	
	BOOKS	04456 - 2480	156.16	
	CH. BOOKS	04456 - 2473	14.53	
	CH. BOOKS	04456 - 2473	24.41	
	CH. BOOKS	04456 - 2473	77.65	
	CH. BOOKS	04456 - 2473	100.49	
	CH. BOOKS	04456 - 2473	101.05	
	CH. BOOKS	04456 - 2473	113.52	
	CH. BOOKS	04456 - 2473	131.59	
	CH. BOOKS	04456 - 2473	464.80	
	CH. BOOKS	04456 - 2473	496.48	
	CH. BOOKS	04456 - 2473	645.46	
	BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	38.94
		MEDIA	04456 - 2476	111.18
MEDIA		04456 - 2476	404.60	
MEDIA		04456 - 2476	783.95	
BRODART COMPANY	SUPPLIES	04456 - 2100	114.90	
	SUPPLIES	04456 - 2100	371.71	
CENGAGE LEARNING INC	LG. PRINT	04456 - 2481	22.50	
	LG. PRINT	04456 - 2481	50.23	
	LG. PRINT	04456 - 2481	60.73	
	LG. PRINT	04456 - 2481	71.97	
	LG. PRINT	04456 - 2481	80.96	
	LG. PRINT	04456 - 2481	83.97	
	LG. PRINT	04456 - 2481	122.95	
	LG. PRINT	04456 - 2481	146.19	
CINTAS CORPORATION #2	FIRST AID SUPPLIES	04456 - 2100	88.68	
CYPRESS INFORMATION SERVICES LLC	RESOURCES	04456 - 2474	385.88	
DAISY CENTURY	LIB. PROGRAM	04456 - 2471	375.00	
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	04456 - 1560	21,213.41	
	HEALTH-JAN	04456 - 1560	21,197.53	
DEMCO INC	SUPPLIES	04456 - 2100	146.84	
EASTERN STATE PENITENTIARY HISTORIC	RESOURCES	04456 - 2474	199.00	
ELMWOOD PARK ZOO	RESOURCES	04456 - 2474	1,000.00	
FINDAWAY WORLD LLC	MEDIA	04456 - 2476	746.76	
	MEDIA	04456 - 2476	801.22	

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
FINDAWAY WORLD LLC	SUPPLIES	04456 - 2100	66.94
FITNESS REIMB	4THQTR21 FITNESS REIMB	04456 - 1560	48.75
	4THQTR21 FITNESS REIMB	04456 - 1560	150.00
FRIENDS OF THE JAPANESE HOUSE AND G.	RESOURCES	04456 - 2474	90.00
MCLINC	MCLINC	04456 - 3746	10,238.00
MICROMARKETING LLC	MEDIA	04456 - 2476	33.99
	MEDIA	04456 - 2476	34.00
	MEDIA	04456 - 2476	38.25
	MEDIA	04456 - 2476	110.47
	MEDIA	04456 - 2476	204.00
	MEDIA	04456 - 2476	383.28
MIDWEST TAPE LLC	MEDIA	04456 - 2476	48.98
	MEDIA	04456 - 2476	81.97
	MEDIA	04456 - 2476	88.95
	MEDIA	04456 - 2476	244.13
	RESOURCES	04456 - 2474	375.23
MORNINGSTAR MUTUAL FUNDS	RESOURCES	04456 - 2474	4,483.00
NATIONAL AUDUBON SOCIETY INC	RESOURCES	04456 - 2474	110.00
OVERDRIVE	EBOOKS	04456 - 2483	12.99
	EBOOKS	04456 - 2483	1,449.57
	EBOOKS	04456 - 2483	1,554.79
RALPH PENN	LIB. PROGRAM	04456 - 2471	750.00
RICHTER DRAFTING & OFFICE SUPPLY CO.	SUPPLIES	04456 - 2100	19.95
	SUPPLIES	04456 - 2100	319.19
SCHANK PRINTING INC.	AD./PRINT./BIND.	04456 - 3400	220.00
TRUSTEES OF THE UNIVERSITY OF PENNS'	RESOURCES	04456 - 2474	250.00
VALUE LINE PUBLISHING INC	RESOURCES	04456 - 2474	1,103.00
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	04456 - 3840	70.00
	SHARP USAGE	04456 - 3840	57.33
	<i>Total</i>	<i>Library</i>	<b>80,770.92</b>

**08421 Trout Run**

BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	08421 - 2200	116.08
BUCKMAN'S INC	SODIUM HYPOCHLORITE: TROUT RUN	08421 - 2210	2,106.00
CINTAS CORPORATION #2	FIRST AID SUPPLIES: TROUT RUN	08421 - 2446	53.86
CONTROLEX SERVICE CORP	INSTALL HEATERS: TR GARAGE	08421 - 3700	900.00
	INSTALL HEATERS: TR GARAGE	08421 - 3740	546.00
	LIGHT FIXTURES: TROUT RUN	08421 - 2500	1,089.00
	LIGHT FIXTURES: TROUT RUN	08421 - 3700	600.00
	REPLACE LIGHTS IN #2 GRIT BLDG	08421 - 3700	600.00
	REPLACE LIGHTS IN #2 GRIT BLDG	08421 - 3740	750.00
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	3.99
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	08421 - 1560	10,392.68
	HEALTH-JAN	08421 - 1560	10,384.90
DONALD YEAGER	WASTEWATER CEUS: YEAGER	08421 - 4620	275.00
ERB & HENRY EQPT.	REBUILT HEAD GASKET	08421 - 3740	3,853.42
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	08421 - 3190	79.80
GRAINGER - W.W.GRAINGER INC	ELECTRIC HEATER: TROUT RUN	08421 - 3740	723.53
	RUBBER BOOTS	08421 - 2200	57.82
	THERMOMETERS	08421 - 2200	15.52
	YARD HOSE FITTINGS	08421 - 2200	190.58
GRAYMONT	LIME: TROUT RUN	08421 - 3186	6,159.12
HOME DEPOT	SUPPLIES	08421 - 2200	542.40
KISTLER - O'BRIEN INC	REPLACE FIRE SENSOR	08421 - 3740	1,138.94
M J REIDER ASSOCIATES INC	NPDES TESTING: TROUT RUN	08421 - 2250	6,261.50
PA DEPT ENVIRONMENTAL PROTECTION	STORAGE TANK REGISTRATION	08421 - 2900	150.00
PHILA OCC HEALTH	EMPLOYEE SCREENINGS	08421 - 3190	25.00

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
POLYDYNE INC	POLYMER: TROUT RUN	08421 - 3186	3,804.43
	POLYMER: TROUT RUN	08421 - 3186	3,804.43
ROBERT E LITTLE INC	MOWER PARTS	08421 - 2200	67.24
	Z-TRACK PARTS	08421 - 2200	495.14
UNIFIRST CORPORATION	UNIFORMS: TROUT RUN	08421 - 2380	87.56
	UNIFORMS: TROUT RUN	08421 - 2380	115.00
USA BLUE BOOK	FREIGHT CHARGE	08421 - 2200	12.65
WASTE MANAGEMENT SOUTHEAST PA	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	5,382.32
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	7,182.87
	WASTE REMOVAL: TROUT RUN	08421 - 3185	56.76
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	08421 - 3840	42.14
	SHARP USAGE	08421 - 3840	5.07
	<i>Total Trout Run</i>		<b>68,070.75</b>
<b>08422 Matsunk</b>			
AQUA PENNSYLVANIA	WATER: MATSUNK	08422 - 3660	8.16
BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	08422 - 3700	115.08
BUCKMAN'S INC	SODIUM HYPOCHLORITE: MATSUNK	08422 - 2210	2,340.00
CONSTELLATION NEW ENERGY, INC	GAS: MULTIPLE LOCATIONS	08422 - 3620	767.95
CONTROLEX SERVICE CORP	FLASH MIXER/TF REPAIRS	08422 - 2200	92.00
	FLASH MIXER/TF REPAIRS	08422 - 3700	600.00
	INSTALL MOTOR: ROTARY PRESS	08422 - 3700	600.00
	INSTALL NEW MOTOR: MATSUNK	08422 - 3700	600.00
	INSTALL NEW MOTOR: MATSUNK	08422 - 3740	1,105.00
	REMOVE HEATER: MATSUNK	08422 - 3700	150.00
	REPLACE LIGHT/T-STAT: MATSUNK	08422 - 2200	199.00
	REPLACE LIGHT/T-STAT: MATSUNK	08422 - 3700	225.00
	SVC CALL: MATSUNK FLASH MIXER	08422 - 3700	300.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	08422 - 1560	13,820.41
	HEALTH-JAN	08422 - 1560	13,810.06
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	08422 - 3190	48.90
GRAINGER - W.W.GRAINGER INC	CREDIT: DAMAGED HEATER	08422 - 2200	723.53
	DESK CALENDARS	08422 - 2200	30.00
	DIGITAL THERMOMETER	08422 - 2200	7.76
	ELECTRIC HEATER: SLUDGE BLDG	08422 - 2200	842.67
	RAGS & PAINT BRUSHES	08422 - 2200	105.04
	SAMPLER THERMOMETER	08422 - 2200	7.76
HOME DEPOT	SUPPLIES	08422 - 2200	248.71
LANGDON SALES & SERVICE	PUMP PACKING	08422 - 2500	1,777.92
M J REIDER ASSOCIATES INC	NPDES TESTING: MATSUNK	08422 - 2250	6,261.50
PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	11,702.32
	GAS: MATSUNK GARAGE	08422 - 3620	469.81
	GAS: MATSUNK PRESSROOM	08422 - 3620	740.41
PENDERGAST SAFETY EQPT CORP	NILTRILE GLOVES (1 CASE)	08422 - 2200	311.42
POLYDYNE INC	POLYMER: MATSUNK	08422 - 3186	3,804.43
PYRZ WATER SUPPLY CO, INC.	NEW SODIUM BISULFITE PUMP	08422 - 2500	4,095.00
UNIFIRST CORPORATION	UNIFORMS: MATSUNK	08422 - 2380	92.70
	UNIFORMS: MATSUNK	08422 - 2380	132.99
USA BLUE BOOK	SAMPLER PUMP TUBING	08422 - 2200	469.05
VERIZON	CELL SERVICE- DEC	08422 - 3210	69.25
WASTE MANAGEMENT SOUTHEAST PA	SLUDGE REMOVAL: MATSUNK	08422 - 3186	6,592.57
	SLUDGE REMOVAL: MATSUNK	08422 - 3186	7,890.57
	WASTE REMOVAL: MATSUNK	08422 - 3185	48.26
	WASTE REMOVAL: MATSUNK	08422 - 3185	48.26
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	08422 - 3840	42.14
	SHARP USAGE	08422 - 3840	3.92

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total Matsunk</i>		<b>81,299.55</b>
<b>08423 Collections</b>			
AQUA PENNSYLVANIA	WATER: ABRAMS PS	08423 - 3660	4.43
	WATER: ROSS ROAD PS	08423 - 3660	0.64
	WATER: SWEDELAND PS	08423 - 3660	0.22
	WATER: VALLEYBROOK PS	08423 - 3660	0.88
BRUCE GINSBURG	BACK FLOW PREVENTER TESTS	08423 - 3760	465.30
COLONIAL ELECTRIC SUPPLY CO #U425	BULBS	08423 - 2200	12.96
CONSTELLATION NEW ENERGY, INC	GAS: MULTIPLE LOCATIONS	08423 - 3610	64.22
CONTROLEX SERVICE CORP	GRINDER REPAIR: ABRAMS PS	08423 - 3780	1,200.00
	HEATER REPAIR: ABRAMS PS	08423 - 3780	150.00
	PUMP REPAIR: KING MANOR PS	08423 - 3780	8,865.00
	REPLACE BUBBLER LINE	08423 - 3780	1,250.00
	REPLACE HEATER: ABRAMS PS	08423 - 3780	1,565.00
DANIEL LEGERTON	21Q4 PHONE: LEGERTON	08423 - 3210	150.00
DEER PARK	COOLER WATER: COLLECTIONS	08423 - 2200	3.99
DELAWARE VALLEY INSURANCE TRUST	HEALTH-FEB	08423 - 1560	14,970.40
	HEALTH-JAN	08423 - 1560	14,959.19
DONALD WALLACE INC	HAND/ROLL TOWELS	08423 - 2200	401.85
EASTERN GENERATOR INC.	GENERATOR REPAIR: ABRAMS PS	08423 - 3780	357.50
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	08423 - 3190	48.90
HOME DEPOT	SUPPLIES	08423 - 2200	69.91
PECO ENERGY	ELECTRIC/GAS: ROSS ROAD PS	08423 - 3610	314.40
	ELECTRIC: MATSONFORD PS	08423 - 3610	584.46
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,302.92
	ELECTRIC: SWEDESBURG PS	08423 - 3610	330.52
	ELECTRIC: VF CASINO VAULT	08423 - 3610	85.76
	GAS: SWEDESBURG PS	08423 - 3610	37.72
PECO ENERGY REAL ESTATE DEPT	PECO EASEMENT LEASE	08423 - 3610	10.00
PENNA AMERICAN WATER CO.	CREDIT: DEKALB PS WATER	08423 - 3610	-1.63
	WATER: FLINT HILL PS	08423 - 3660	16.91
	WATER: KING MANOR PS	08423 - 3660	1.26
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	470.21
RICHTER DRAFTING & OFFICE SUPPLY CO.	CALENDARS	08423 - 2200	58.87
U. S. MUNICIPAL SUPPLY, INC.	MARKING PAINT	08423 - 3760	198.72
UNIFIRST CORPORATION	UNIFORMS: COLLECTIONS	08423 - 2380	115.85
VERIZON	CELL SERVICE- DEC	08423 - 3210	-9.24
WILLIAM A FRASER INC	SHARP MONTHLY LEASE	08423 - 3840	42.14
	SHARP USAGE	08423 - 3840	5.61
	<i>Total Collections</i>		<b>48,104.87</b>
<b>08425 Public Works-Admin</b>			
BERKONE	4THQTR21 COMMERCIAL(873)	08425 - 2100	722.69
BOROUGH OF BRIDGEPORT	BILLING FOR 84 EDU'S-4TH QTR21	08425 - 7440	6,216.00
	<i>Total Public Works-Admin</i>		<b>6,938.69</b>
<b>08427 Wastewater</b>			
JANET SERFASS	2021 BOOTS: SERFASS	08427 - 7460	89.95
	21Q4 PHONE: SERFASS	08427 - 7460	150.00
WATER ENVIRONMENT FEDERATION	WEF DUES: SERFASS	08427 - 7460	195.00
	<i>Total Wastewater</i>		<b>434.95</b>
<b>18410 CAPITAL - Police</b>			
WATCH GUARD VIDEO	BODY CAMERA	18410 - 07913	480.00
	<i>Total CAPITAL - Police</i>		<b>480.00</b>

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>18411 CAPITAL - Fire and EMS</b>			
CONTINENTAL FIRE & SAFETY	ENGINE 56 EQUIPMENT	18411 - 07432	135.00
WHITEMARSH ELECTRIC INC	56HQ FLOOR FIT-OUT-ELEC APP#9	18411 - 07889	7,919.89
	<b>Total</b>	<b>CAPITAL - Fire and EMS</b>	<b>8,054.89</b>
<b>18421 CAPITAL - Trout Run</b>			
CONTROLEX SERVICE CORP	IDA REPAIR: YARD WATER CNTRLS	18421 - 07741	1,028.00
	IDA REPAIRS: TROUT RUN	18421 - 07741	3,158.00
MUNICIPAL MAINTENANCE CO	IDA REPAIRS: TROUT RUN MPS	18421 - 07741	75,960.00
	YARD WATER PUMP	18421 - 07741	17,012.00
	<b>Total</b>	<b>CAPITAL - Trout Run</b>	<b>97,158.00</b>
<b>18423 CAPITAL - Collections</b>			
ARRO CONSULTING INC	CROW CREEK EMERGENCY PERMIT	18423 - 07671	692.50
CARR & DUFF INC.	REPLACE POLE: SWEDESBURG PS	18423 - 07671	8,350.50
CONTROLEX SERVICE CORP	IDA REPAIRS: SWEDESBURG PS	18423 - 07671	502.50
	IDA REPAIRS: SWEDESBURG PS	18423 - 07671	1,800.00
MONTCO FENCE & SUPERIOR STRUCTURE:	FENCE REPAIR: BALLIGO PS	18423 - 07671	1,680.00
MUNICIPAL MAINTENANCE CO	IDA REPAIRS: ABRAMS PS	18423 - 07671	20,325.00
SCAVELLO & SONS	SEWER REPAIR: B STREET	18423 - 07671	8,320.35
T.S.T. INC	SEWER REPAIR: 461 ORCHARD ROAD	18423 - 07671	8,810.00
USA BLUE BOOK	TRASH PUMP	18423 - 07929	8,138.87
	<b>Total</b>	<b>CAPITAL - Collections</b>	<b>58,619.72</b>
<b>18430 CAPITAL - Transportation</b>			
T & M ASSOCIATES	ENGINEERING: BROWNLIE BRIDGE	18430 - 07661	22,228.00
	<b>Total</b>	<b>CAPITAL - Transportation</b>	<b>22,228.00</b>
<b>18450 CAPITAL - Park and Recreation</b>			
GILMORE & ASSOCIATES INC	CROW CREEK TRAIL	18450 - 07135	866.25
	CROW CREEK TRAIL	18450 - 07135	1,014.75
JNS PAVING & EXCAVATING CORP	ADA BOB WHITE AND SWEDELAND	18450 - 07105	2,144.25
	ADA BOB WHITE AND SWEDELAND	18450 - 07116	2,144.25
REMINGTON & VERNICK ENGINEERS II, IN	BOB WHITE/SWEDELAN PARK-ADA	18450 - 07105	112.50
	BOB WHITE/SWEDELAN PARK-ADA	18450 - 07116	112.50
	SCHUYLKILL RIVER TRAIL WEST	18450 - 07135	75.00
	<b>Total</b>	<b>CAPITAL - Park and Recreation</b>	<b>6,469.50</b>
<b>35430 Liquid Fuel - Resurfacing</b>			
GLASGOW INC.	2021 ROAD PROGRAM	35430 - 4580	44,402.90
	<b>Total</b>	<b>Liquid Fuel - Resurfacing</b>	<b>44,402.90</b>
<b>40200 Escrow Payables</b>			
LAW OFFICE OF SEAN KILKENNY	1034 MOUNT PLEASANT: LD (DE)	40200 - 7200	87.50
	127 SOUTH GULPH ROAD: LD (DE)	40200 - 7200	332.50
	250 HANSEN ACCESS RD: LD (DE)	40200 - 7200	105.00
	450 WEST BEIDLER ROAD: LD (DE)	40200 - 7200	105.00
MCMAHON ASSOCIATES INC	127 SOUTH GULPH ROAD: LD (DE)	40200 - 7200	1,047.50
	201 S. GULPH RD: LD (DE)	40200 - 7200	1,632.50
	450 EAST VALLEY FORGE RD: (DE)	40200 - 7200	332.50
	450 EAST VALLEY FORGE RD: LD	40200 - 7200	870.00
REMINGTON & VERNICK ENGINEERS II, IN	0 CHURCH ROAD: LD (DE)	40200 - 7200	75.00
	128 SOUTH GULPH ROAD: LD (DE)	40200 - 7200	1,350.00
	153 HUGHES ROAD: SWB (DE)	40200 - 7200	1,419.00
	201 SOUTH GULPH ROAD: LD (DE)	40200 - 7200	1,350.00
	201 SOUTH GULPH ROAD: LD (DE)	40200 - 7200	2,925.00
	230 ARDEN ROAD: LD (DE)	40200 - 7200	1,050.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REMINGTON & VERNICK ENGINEERS II, INC	2500 RENAISSANCE: SWB (DE)	40200 - 7200	1,344.00
	2500 RENAISSANCE: SWB (DE)	40200 - 7200	1,344.00
	2501&2901 RENAISSANCE: LD (DE)	40200 - 7200	3,450.00
	256 JASPER ROAD: SWB (DE)	40200 - 7200	1,419.00
	280 MEADOWBROOK ROAD: SWB (DE)	40200 - 7200	375.00
	356 S HENDERSON ROAD: LD (DE)	40200 - 7200	1,050.00
	3700 HORIZON DRIVE: LD (DE)	40200 - 7200	8,251.98
	450 WEST BEIDLER ROAD: LD (DE)	40200 - 7200	225.00
	450 WEST BEIDLER ROAD: LD (DE)	40200 - 7200	1,500.72
	632 CRESTWYCK DRIVE: SWB (DE)	40200 - 7200	1,281.00
	696 N HENDERSON RD: SWB (DE)	40200 - 7200	450.00
	696 N HENDERSON RD: SWB (DE)	40200 - 7200	450.00
	730 HOBBS ROAD: SWB (DE)	40200 - 7200	600.00
	850 MANCIL MILL ROAD: LD (DE)	40200 - 7200	1,275.00
	DISCOVERY LABS BLDG 29A: SWB	40200 - 7200	1,350.00
	DISCOVERY LABS BLDG 30: SWB	40200 - 7200	444.00
	DISCOVERY LABS BLDG 30: SWB	40200 - 7200	825.00
	<b>Total Escrow Payables</b>		<b>38,316.20</b>
<b>99420 Health &amp; Welfare</b>			
POLICE EXPENSE CARD	DYSON- VACUUM FOR GYM	99420 - 3158	582.99
	IRON CO - SCALE FOR GYM	99420 - 3158	492.90
	IRON COMPANY - CREDIT TAX	99420 - 3158	-27.90
	TARGET - GYM EQUIPMENT	99420 - 3158	87.31
TD BANK CARD	POLOTON BIKE - GYM	99420 - 3158	2,230.00
	<b>Total Health &amp; Welfare</b>		<b>3,365.30</b>
			<b><u>1,897,030.78</u></b>

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01138	Due from Developers	37,242.58
01150	Gas/Diesel/Postage	71,864.13
01155	Prepaid Insurance	4,795.00
01310	511 Taxes	5,011.86
01362	Public Safety	2,936.50
01367	Park & Recreation	170.00
01377	Transit	-138.00
01380	Miscellaneous	761.20
01402	Accounting	97,317.54
01403	Tax Collection	1,598.00
01407	Information Technology	37,403.28
01408	Planning	21,054.85
01410	Police	467,389.24
01411	Fire and EMS	167,608.51
01413	Codes Enforcement	28,442.96
01430	Transportation	170,586.33
01432	PW-Vehicle Maintenance	35,097.59
01434	PW-Park Maintenance	45,855.85
01436	PW-Building Maintenance	19,557.47
01450	Park and Recreation	91,150.17
01493	TMA/Rambler/Other	21,611.48
01495	Misc. Expense	5,000.00
04456	Library	80,770.92
08421	Trout Run	68,070.75
08422	Matsunk	81,299.55
08423	Collections	48,104.87
08425	Public Works-Admin	6,938.69
08427	Wastewater	434.95

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18410	CAPITAL - Police	480.00
18411	CAPITAL - Fire and EMS	8,054.89
18421	CAPITAL - Trout Run	97,158.00
18423	CAPITAL - Collections	58,619.72
18430	CAPITAL - Transportation	22,228.00
18450	CAPITAL - Park and Recreation	6,469.50
35430	Liquid Fuel - Resurfacing	44,402.90
40200	Escrow Payables	38,316.20
99420	Health & Welfare	3,365.30
<b>TOTAL AMOUNT A/P</b>		<b><u>1,897,030.78</u></b>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>
1/7/2022	\$906,615.51	\$102,983.52
1/21/2022	\$1,031,460.50	\$114,923.98

TOTAL PAYROLL	\$2,155,983.51
<b>TOTAL WARRANT</b>	<b><u>\$4,053,014.29</u></b>