

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
JULY 13, 2023 MEETING ~ 7:00 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: May 4, 2023 – Zoning Workshop
May 4, 2023 – Workshop
May 11, 2023 – Business Meeting
June 1, 2023 - Workshop
5. Chairman's Comments:
6. Citizen Board Vacancies:
7. New Business:
 - A. Swearing-In of Fire Captain Ryan Sweeney and Captain Michael Lockhart by Judge Patrick Krouse
 - B. Proclamation -Park & Recreational Professionals Day
July – Park & Recreation Month
 - C. Public Hearing – An Ordinance of Upper Merion Township, Montgomery County, Pennsylvania, amending the Township Code to create a new chapter, single-use product regulations, to regulate the distribution and use of single-use carry-out bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products
 - D. Consent Agenda re:
 1. Revenue Stabilization Fund Commitment – Approval of the designation of \$2,000,000.00 in the Revenue Stabilization Fund as committed fund balance in the 2022 Upper Merion Township Financial Statements.
 2. Resolution No. 2023-22 - Montgomery County Hazard Mitigation Plan. Adoption of the 2022 Montgomery County Hazard Mitigation Plan as the Hazard Mitigation Plan for the Township.
 3. First Avenue Linear Park Phase 2 – Payment Application No. 6 in the amount of \$72,474.39 to Road-con, Inc. of West Chester, PA for work completed to date.
 4. First Avenue Linear Park Phase 2 – Contract Extension. To extend the First Avenue Linear Park Phase 2 with Road-Con, Inc. of West Chester, PA to September 30, 2023 in order to complete punch list items.
 5. Financial Escrow Security Release No. 2 – MJT Developers, 230 Arden Road. Approval of Escrow Release No. 2 in the amount of \$100,115.75 to MJT Developers for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.

6. Financial Escrow Security Release No. 3 – 624 Columbus Street Subdivision. Approval of Escrow Release No. 3 in the amount of \$33,061.50 to Genterra Corp., for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
 7. Financial Escrow Security Release No. 4 – 624 Columbus Street Subdivision. Approval of Escrow Release No. 4 in the amount of \$39,419.00 to Genterra Corp., for the completion of required site improvements to date as part of the Land Development project as recommended by the Township Engineer.
 8. Township Retirement Health Savings (RHS) Account Administrative Services Agreement – Optum Financial, Inc. – Approval of an Administrative Services Agreement with Optum Financial, Inc., for administrative and reporting services for the Township's Retirement Health Savings Account in accordance with the exhibits and fee schedule in the agreement as recommended by the Pension Advisory Board.
 9. Abrams PS, Valleybrook PS, and Trout Run WPCCC MPS Equipment Replacement: Approval of Payment Application #5 in the amount of \$40,905.36 to Blooming Glen Contractors for work completed to date.
 10. Capital Equipment Purchase – Authorization to purchase a 2023 Chevy Silverado 1500 PPV Truck as a replacement vehicle in the Public Safety Department from Whitmoyer Buick-Chevrolet, Inc., through the Costars Purchasing Program, in the amount of \$67,043.77, which includes equipment upfit and graphics.
 11. Resignation of Pam Forster from the Economic & Community Development Committee
- E. Business Tax Appeal – 1045 First Avenue Partners, LP c/o Somerset Properties, Inc. Consider a Business Tax Appeal from 1045 First Avenue Partners, LP, 1045 First Avenue, King of Prussia requesting the waiver of penalty and interest in the amount of \$124.55 for Business Privilege Tax for the year 2022.
- F. Land Use Appeal Settlement and Release Agreement – 215 Windsor, LLC, 450 W. Beidler Road. To approve a Settlement and Release Agreement with 215 Windsor, LLC., on the Land Use Appeal of the denial of the development plan for the property at 450 W. Beidler Road.
- G. Preliminary/Final Land Development Plan – 215 Windsor, LLC – 450 West Beidler Road. Consideration of a preliminary/final Land Development Plan for 215 Windsor LLC., 450 West Beidler Road, prepared by Trans-Pacific Engineering Corp., dated November 11, 2020, last revised October 12, 2022, as revised for the subdivision of the 2.7-acre parcel into nine (9) parcels and common open space for the construction of nine townhouses and associated site improvements including waivers as outlined in said resolution. R-3A.
Resolution 2023-23

- H. Resolution No. 2023-24 - DCNR Community Conservation Partnership Program's Community and Watershed Forestry Grant Application - Community Garden Meadow and Rain Garden Project. Authorization to submit a grant application, in partnership with the Township EAC, Shade Tree Commission and Sanitary & Stormwater Authority, to the PA Department of Conservation and Natural Resources C2P2 Program for the Township Community Garden Meadow and Rain Garden Project.
- I. Resolution No. 2023-25 - DCNR Community Conservation Partnership Program's Community and Watershed Forestry Grant Application – Crow Creek Riparian Buffer Project. Authorization to submit a grant application, in partnership with the Township EAC, Shade Tree Commission and Sanitary & Stormwater Authority, to the PA Department of Conservation and Natural Resources C2P2 Program for the Crow Creek Riparian Buffer Project.
- J. Resolution 2023-26 – Multimodal Transportation Fund Grant Application – Moore Road Multimodal Trail and Linear Park Project. Authorization for the Township Manager, in partnership with the KOP BID, to submit a Multimodal Transportation Fund Grant in the amount of \$612,000 to the Commonwealth Financing Authority to be used for Preliminary Design, Environmental Site Assessment and Environmental / Cultural Studies, Easement Acquisition and Administrative Costs for the Moore Road Multimodal Trail and Linear Park project.

- 8. Accounts Payable & Payrolls.
- 9. Additional Business.
- 10. Public Comment.
- 11. Adjournment.

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
ZONING WORKSHOP MEETING
May 4, 2023

The Board of Supervisors of Upper Merion Township met for a Zoning Workshop Meeting on Thursday, May 4, 2023, in the Township Building. The meeting was called to order at 6:27 p.m., followed by a pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were Anthony Hamaday, Township Manager, John Walko, Township Solicitor's Office.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo stated that there will be an Executive Session right after tonight's meeting involving legal matters.

DISCUSSIONS:

PROPOSED ORDINANCE – Planning Commission Review for Conditional Use Applications:

Chairperson Garzillo mentioned that the Board has been working on updating the Conditional Use Application for several months.

Mr. Hamaday said that every applicant has to sign a limited extension for a subdivision review or land development review plan because they have to go to the Planning Commission then go to the Conditional Use Hearing which takes time before they meet with the BOS at the Business Meeting. By doing this it can go over the 90-day time limit in which the BOS has to give their decision.

Mr. Hamaday also mentioned that some applicants request a meeting with the staff first before remitting their plans which saves the applicant time by knowing what the Township will expect from them. Mr. Hamaday suggested the Township incorporate the Staff Review step into the Conditional Use Application saving some time for the applicant by not having to resubmit changes.

After a long discussion they will put this on the June 8th BOS Business Meeting Agenda for a Public Hearing. They will advertise a Public Hearing about amending the Ordinance for Upper Merion Township Zoning Code, Conditional Use Procedure and Conditional Use Applications submitted to Upper Merion Planning Commission and that applicants have to appear before the Planning Commission prior to the Conditional Use Hearing.

KPMU ORDINANCE AMENDMENTS - Update:

Chairperson Garzillo said unfortunately Peter Simone from Simone Collins representing the KOP BID is still drafting the Ordinance amendments so this will be rescheduled for the next agenda date. Mr. Hamaday stated that Eric Goldstein, President/CEO of the BID said anything that the BOS is considering to let him know and he can have Simone do a rewrite of those requirements. Chairperson Garzillo wants them to consider the total number of living units on a parcel separate from the whole parcel's other uses, this way they don't maximize more than the Township is comfortable with them putting on the parcel and Mr. Hamaday agreed.

Supervisor Waks said he would probably only support this Ordinance if the applicant included some affordable housing units, whether own or rental homes. Supervisor Kenney said she prefers no more rentals, she would rather have affordable units/homes to be purchased and Supervisor Philips agreed. Vice Chair Jenaway said developers prefer building apartments over Condos & Townhomes because there is a bigger turn around which makes them more money. So, to ask them to build units to be sold they would want some sort of incentive like a tax break, etc. Supervisor Kenney disagrees and said there are plenty of Builders that want to construct Homes here so she feels the Township has a choice to whom builds here.

After a long discussion Mr. Hamaday reiterated that anything the Board wants Simone Collins to consider for the June Workshop to send him an email and he will forward it.

COMPREHENSIVE PLAN - Update:

Chairperson Garzillo stated that Mr. Hamaday asked his staff to give input on planning areas, specifically the areas that affect them with a delivery date sometime in June. Mr. Hamaday said that he will meet with Department Heads next week to go over their areas of the comprehensive plan. He also mentioned that stormwater was under represented in the current draft.

Mr. Hamaday mentioned that Upper Merion has plenty of parks but unfortunately, we don't have enough staff to maintain them all nor to run more programs unless we hire additional staff. He also has to go over some items with the Public Safety Department about the Parks and all the activities that are occurring. Since there is a lot going on and the Township wants to move swiftly, he is going to readdress and reassign certain duties.

Chairperson Garzillo said that we need an action plan, not only what we want to do but how to complete it. There was also mention about previous projections from the Census being way off, predicting that Upper Merion Township would have a population of 33,000 in eight years and we've already surpassed that.

Public Comments: None

ADJOURNMENT:

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Waks, all voting "Aye" to adjourn the meeting. None opposed. Motion passed 5-0. Adjournment occurred at 7:14 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
WORKSHOP MEETING
MAY 4, 2023

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Thursday, May 4, 2023, in the Township Building. The meeting was called to order at 7:35 p.m., followed by the pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were: Anthony Hamaday, Township Manager; John Walko, Township Solicitor and Kailie Melchior, Solicitor's Office; Leanna Colubriale, Twp. Engineer.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo stated that there was an Executive Session involving legal matters prior to tonight's meeting and there will also be one after tonight's meeting.

DISCUSSIONS:

121 EAST CHURCH ROAD REVISED PRELIINARY/FINAL DEVELOPMENT PLAN PRESENTATION:

Mr. Joseph Zadlo, representative for 121 East Church Road, reiterated everything from April 13th Workshop Meeting stating that they will reduce some impervious area by adding hedges in the front of the property, dividing where the cars will be parked and the walkway.

In addition, they will landscape about 300 sq. ft. in the back corner of the property with grass, various bushes and maybe a tree to absorb the rain. He said a rain garden probably won't be affective for this project because he doesn't know where the water would discard and it's not feasible. The Board of Supervisor asked Mr. Mark McKee from the Planning Commission if he had any thoughts or suggestions and he felt the same. After a long discussion the Board agreed that they do not have to install a rain garden, they can plant grass along with several plantings.

After going back and forth about the other waivers for driveway grading, other landscaping issues and stormwater Mr. Hamaday asked Mr. Zadlo to come to next week's BOS Meeting with a Final Revised plan for the other three waivers.

Also, instead of paying a fee in lieu of for the landscaping waivers, maybe have a plan on planting somewhere else. Mr. Zadlo agreed to come to the May 11th meeting.

DISCOVERY LABS LAND DEVELOPMENT PLAN PRESENTATION:

Mr. Ed Campbell, representative for Discovery Labs said this past January they came to the Workshop meeting and had a problem with the Township engineers so he is asking for some guidance from the Board. He said he had several conversations with various professional and staff these past few months but has no direction. Some progress has been made with regards to the latest Traffic Impact Study. It was noted that a meeting with Jack Smyth, Casey Moore and the Transportation Authority would hopefully help them come up with a better connection plan through Renaissance Business Park instead of through residential areas.

Chairperson Garzillo and Supervisor Philips both said that the applicant has to go to the Transportation Authority first to work things out before coming to the BOS meeting. Mr. Campbell stated that there is nothing in the Ordinance requiring them to go to the Transportation Authority and Supervisor Philips explained that is how the process works, the Transportation Authority sets the fees and the planning of the project, once everything is settled then the BOS makes the final decision.

Then they mentioned the other five (5) waivers and dividing the plan into phases...

- 1) Stormwater, diverted to the final phase
- 2) Sidewalks (partial waiver, no sidewalk on Jones Rd. but everywhere else)
- 3) Some trees on Swedeland Road
- 4) Curbing
- 5) 5' property line from West Conshohocken since property is part of the same project

Phase 1 will include buildings one and two on the river side; they will come back in June with a Final/Preliminary Plan for Phase 1 and later on another Final/Preliminary Plan for Phase 2.

Vice Chair Jenaway said that the applicant mentioned about having a restaurant there and if so then they should construct sidewalks for the local residents to be able to walk there. Then there were talks about the part of the property that is on the West Conshohocken side. Finally, they mentioned the sidewalks again and Septa changing and adding new stops.

Public Comment: None

MAY BUSINESS MEETING AGENDA REVIEW:

Anthony Hamaday, Township Manager gave an overall view of the May 11th Business Meeting.

ADDITIONAL BUSINESS:

The BOS wants to get additional information from some restaurants and fast food stores about plastic utensils and storage containers for take out food and also on plastic bags. How are the businesses handling this and if not, what are their future plans for switching over from plastic use. Supervisor Waks mentioned that Wegman's already got rid of their plastic bags. Vice Chair Jenaway said that he was in a New Jersey WaWa last week and you have to ask for utensils, they don't just give them out any more.

ADJOURNMENT:

Board Action:

It was moved by Supervisor Waks, seconded by Vice Chair Jenaway, all voting "Aye" to adjourn the meeting. None opposed. Adjournment occurred at 8:35 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

Ir
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
MAY 11, 2023

The Board of Supervisors of Upper Merion Township met for a Business Meeting on Thursday, May 11, 2023, in Freedom Hall, in the Township Building in King of Prussia. The meeting was called to order at 7:00 p.m., followed by a pledge to the flag.

ROLL CALL:

Supervisors present were: Greg Philips, Bill Jenaway, Tina Garzillo and Carole Kenney and Greg Waks. Also, present was Anthony Hamaday, Township Manager; John Walko, Esq., Solicitor's Office and Leanna Colubriale, Township Engineer.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo stated that there will be an Executive Session following this meeting involving litigation. Then she congratulated long time employee Barbara Choc on her retirement from the Township after 50 years of service. Barb held many positions throughout the years at the Township with the last 16 years in the Police Department as Quartermaster.

On a sadder note Chairperson Garzillo extended her condolences to former Supervisor Ralph Volpe's family. Mr. Volpe served Upper Merion Township for 24 years in various rolls including Supervisor for 9 years. He passed away on April 19, 2023 in Florida and was laid to rest next to his beloved wife at Valley Forge Memorial Gardens.

MEETING MINUTES:

April 13, 2023 – BOS Workshop
April 13, 2023 – Business Meeting

Board Actions:

It was moved by Supervisor Kenney, seconded by Supervisor Philips, all voting "Aye" to approve both Workshop minutes. None opposed. Motion passed 5-0.

CITIZEN BOARD VACANCIES:

Chairperson Garzillo gave an update on current vacancies on the Upper Merion Citizen Boards.

CC Advisory Board Student Member	- 1 Vacancy
Environmental Advisory Council	- 1 Vacancy
Human Relations Commission	- 2 (Alternates)
Public Safety Citizen Advisory Board	- 1 Vacancy
Upper Merion Foundation Sub-Committee	- 1 Vacancy
Upper Merion Historical Commission	- 3 Vacancies

NEW BUSINESS:

AMENDING THE AGENDA:

Chairperson Garzillo received a time extension request from the developer for Preliminary/Final Land Development Plan - Norcini, 121 East Church Road.

Board Action:

It was moved by Supervisor Philips, seconded by Vice-Chair Jenaway, all voting "Aye" to remove item H from the agenda. None opposed. Motion approved 5-0.

A. NATIONAL PUBLIC WORKS WEEK PROCLAMATION (MAY 21 – 27, 2023):

Chairperson Garzillo asked Supervisor Philips read the Proclamation.

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Kenney, all voting "Aye" to approve the Public Works Week Proclamation. None opposed. Motion approved 5-0.

B. PRESENTATION BY THE BOARD OF COMMUNITY ASSISTANCE TO ANNOUNCE 2023 BCA AWARD RECIPIENTS:

Board of Community Assistance member Lydia Dan-Sardinas explained the purpose of the BCA and its process. The board consists of a five (5) member board comprised of two (2) Casino Resort Representatives and three (3) Residents along with one (1) Supervisor Liaison and one (1) Staff Liaison. Lydia said that the BCA received sixty-five (65) applications and they are recommending fifty (50) for the Board of Supervisors to approve, which includes twenty-seven (27) Organizations, three (3) Sports and twenty (20) Scholarships - totaling \$144,231.00. She then proceeded with a power point presentation outlining the awards.

Supervisor Waks, Liaison for the BCA thanked the all five members for all the hard work and gave some insight on how tedious the process is for them to go over all the applications. He also thanked the Township staff that assisted in getting everything together from start to finish. Lastly, he congratulated all the award recipients.

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve the fifty (50) recommended Grants and Scholarships. None opposed. Motion approved 5-0.

C. CONSENT AGENDA re:

1. Change Order – Crow Creek Trail. Approval of Change Order to James R. Kenney Excavating & Paving, Inc. for the net increase of \$28,183.50 as follows:

- a. Base Bid Allowance Deduct - \$39,177.50
 - b. Unsuitable material Quantity Increase - \$112,061.00
 - c. Regulated Soli Allowance Deduct - \$30,000.00
 - d. Bridge Scour Protection Add - \$25,800.00
 - e. Retaining Wall Deduct - \$20,500.00
2. Crow Creek Trail - James R. Kenney Excavating & Paving Inc. Approval of Final Payment to James R. Kenney Excavating & Paving Inc. in the amount of \$99,319.18 for work completed to date on the project.
 3. Change Order No. 1 – Abrams/Valley Brook/Trout Run Pump Stations Upgrades. Approval of Change Order No. 1 to Blooming Glen Contractors in the amount of \$81,120.06 for the installation of wet tap and line stop to provide for by-pass pumping at the Abrams Pump Station.
 4. Township Library Collection Management Policy – Approval of a revised Township Library Collection Management Policy as recommended by the Library Board.
 5. Authorization for the Township Manager to sign Real Estate Tax Settlement Stipulation:
 - a. MCR King of Prussia, LLC, 530 W. DeKalb Pike, for the tax years 2021-2023 resulting in an overpayment of real estate taxes in the amount of \$16,465.50.
 - b. Shree Sai Siddhi King of Prussia, LLC, 260 N. Gulph Road, for the tax years 2021-2023 resulting in an overpayment of real estate taxes in the amount of \$20,084.16.
 6. 2023 Road Re-Surfacing Project – Recommendation to Award the 2023 Road Re-Surfacing Project to Allan Myers, L.P. for the contract amount of \$1,623,289.24, with Mall Boulevard being removed from the project scope for 2023.
 7. Capital Equipment Lease/Purchase – Authorization to lease/purchase the following vehicles through any state/Costars contract or Government Leasing Program:
 - a. Wastewater & Collections – 2024 Chevy Silverado 2500 Truck.

Board Action:

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

D. MANAGEMENT SERVICE CONTRACT FOR THE 2023 CONCERT UNDER THE STARS SERIES — Rising Star Productions – Approval of a one (1) year management service contract with Rising Star Productions for the operation of the Township’s 2023 Concert Under the Stars Series.

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Waks, all voting “Aye” to approve the Concert Under the Stars Contract. None opposed. Motion approved 5-0.

E. PERMISSION TO ADVERTISE – PROPOSED ZONING ORDINANCE AMENDMENT – CONDITIONAL USE PROCEDURE. Authorization to advertise a proposed Zoning Ordinance Amendment to Chapter 165, Section 165-219.1, Conditional Use Procedure, require conditional use applications to be submitted to the Planning Commission and applicants appear before the Planning Commission prior to the conditional use hearing.

Board Action:

It was moved by Vice-Chair Jenaway, seconded by Supervisor Philips, all voting “Aye” to approve Permission to Advertise. None opposed. Motion approved 5-0.

F. TOWNSHIP COVID-19 PANDEMIC EMERGENCY REGULATIONS – Authorization to end the Township’s COVID-19 Pandemic Emergency Regulations on May 11, 2023 in concurrence with the termination of the U.S. National Emergency Declaration in response to the COVID-19 Pandemic.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Kenney, all voting “Aye” to approve to End the Township’s Covid-19 Regulations. None opposed. Motion approved 5-0.

G. PRELIMINARY/FINAL LAND DEVELOPMENT PLAN – LOCKHEED MARTIN, 230 MALL BOULEVARD. Approval of a new 55,000 sq. ft. laboratory. – Consideration of a preliminary/final Land Development Plan for Lockheed Martin, 230 Mall Boulevard, prepared by Langan Engineers, dated October 19, 2022, last revised xxx-xx-2023 for the construction of a 51,150 sq. ft building and associated site improvements on the 89.9-acre parcel. LI Industrial. Resolution 2023-17

Public Comment:

Mr. Dan Reilly from Sal Ewing Law Firm representing Lockheed Martin said they eliminate the Stormwater waiver that they previously requested and Leanna Colubriale, Township Engineer contested to it and said that everything else was pretty standard.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Waks, all voting “Aye” to approve this Preliminary/Final Land Development Plan. None opposed. Motion approved 5-0.

H. PRELIMINARY/FINAL LAND DEVELOPMENT PLAN – NORCINI, 121 EAST CHURCH ROAD. Consideration of a preliminary/final Land Development Plan for Charles & Janet Norcini, 121 E. Church Road, prepared by Woodrow & Associates, dated January 3, 2023, last revised xxx-xx-2023 for the construction of a 1,080 sq. ft. pole barn and associated improvements on the 43,380 sq. ft property, including waivers as outlined in said resolution. LI Limited Industrial. Resolution 2023-18

Per Chairperson Garzillo this item was revised at the beginning of this meeting to allow them an Extension.

Board Action:

It was moved by Supervisor Philips, seconded by Vice-Chair Jenawy, all voting "Aye" to approve the Extension Letter. None opposed. Motion approved 5-0.

I. WPCC PROCESS EQUIPMENT PAINTING AND COATING PROJECT Bid – Consideration to reject all bids received for the Water Pollution Control Center Process Equipment Painting and Coatings Project bids as recommended by the Director of Public Works.

Board Action:

It was moved by Supervisor Philips, seconded by Supervisor Waks, all voting "Aye" to reject all bids for the Water Pollution Control Center. None opposed. Motion approved 5-0.

ACCOUNTS PAYABLE & PAYROLLS:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Kenney, all voting "Aye" to approve the Accounts Payables for invoices processed from April 6, 2023 through May 3, 2023 and Payrolls dated April 14th and 28th of 2023 for a total of \$3,757,872.64. None opposed. Motion approved 5-0

ADDITIONAL BUSINESS:

Supervisor Philips reiterated that we need volunteers for the Citizen Board Committees especially the Historical Commission which has three (3) vacancies.

Supervisor Kenney thanked the BCA for the Rain Garden Project Grant. This is joint project between Upper Merion Environmental Advisory Council, Stormwater Authority and the Shade Tree & Beautification Commission.

Finally, Chairperson Garzillo spoke about the Farmer's Market which is held every Saturday at the NorView Farm on Henderson Road between 9 am to 1 pm.

ADJOURNMENT:

There being no further business to come before the Board, it was moved by Vice-Chair Jenaway, seconded by Supervisor Phillips, all voting "Aye" to adjourn the meeting at 8:26 pm. None opposed. Motion approved 5-0.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
WORKSHOP MEETING
JUNE 1, 2023

The Board of Supervisors of Upper Merion Township met for a Workshop Meeting on Thursday, June 1, 2023, in the Township Building. The meeting was called to order at 7:42 p.m., followed by the pledge of allegiance.

ROLL CALL:

Supervisors present were: Bill Jenaway, Greg Waks, Greg Philips, Carole Kenney and Tina Garzillo. Also present were: Anthony Hamaday, Township Manager; John Walko, Township Solicitor and Kailie Melchior, Solicitor's Office; Leanna Colubriale, Twp. Engineer.

CHAIRPERSON'S COMMENTS:

Chairperson Garzillo stated that there will be an Executive Session following tonight's meeting.

DISCUSSIONS:

PORTNOFF LAW ASSOCIATES – Collection of Delinquent Taxes:

Mr. Kevin Buraks from Portnoff Law Associates stated that Portnoff Law Associates have been collecting delinquent Real Estate taxes and Utility taxes for over thirty (30) years for municipalities. Kevin explained that one hundred percent of what they collect goes back to the municipality that they're collecting for because the fee is applied to the delinquent tax payer. Not only does this save the municipality money it also gives the delinquent entity an incentive to pay on time to avoid an additional fee. The first delinquent letter they send is a reminder to pay by a certain time with a \$25.00 fee only, this only goes to residential properties. The second letter will be mailed Certified and will show all other fees as well as the original amount due and this will be the first letter that commercial properties will get. Sending Certified letters to both groups will cost the municipality \$40.00 per letter, that would be the only cost to municipality for now. If the tax payer still doesn't pay then Portnoff Law will file a lien against the property, there is about thirty to forty days between each step. The last and final step, which is very rare, Portnoff will have the property sold to recuperate the fees and taxes. For residents that own and live at that property they can file a Hardship Claim which enables Portnoff to work with them by setting up a payment plan.

After a long discussion the Board decided to proceed by creating an ordinance and to sign a contract with Portnoff Law allowing them to be our third-party collector.

PLASTIC BAG ORDINANCE:

Members of EAC, Zach Davis, Theresa Landewe and Vicki Meitus presented feedback that they received from various local businesses in Upper Merion Township regarding enacting a plastic ordinance. Both large and small Mom & Pop businesses were receptive to eliminating plastic bags as long as they have sufficient time to use all existing stock and time to order reusable or paper bags. There will be 6 months for bags, polystyrene and straws to switch over and 12 months to switch over for utensils.

The Board also would like this Ordinance to be called Plastic Pollution Reduction, so it covers all single use plastic products, utensils, straws, containers and bags. Supervisor Waks wants to change the last sentence in Section 5 about supplying plastic straws for people who need assistance in drinking. Mr. Walko said that line can be deleted because Portion E states that if businesses have the ability or need to provide bendy straws (which are plastic) for use by someone with a disability they can without repercussion.

Supervisor Kenney would like this Ordinance to be fully effective by July 1, 2024, starting with plastic bags and takeout containers in January 2024 followed by utensils (anything that you use to eat or drink from, which includes straws). At the June 8th Business Meeting, the Board will ask for permission to advertise this Ordinance for Single Use Product Recommendation so hopefully they can adopt it at the July 13th Business Meeting.

Public Comment: None

NORCINI AUTOBODY LAND DEVELOPMENT PLAN – 121 E. Church Road:

Representative for Norcini asked for an extension on their land development plan. They have concerns over the cost of the fee in lieu of plantings in the amount of \$23,650.00, which they consider high for this small project. The Board agreed to reduce the fee to \$1,500.00 since this project will not change the pervious area. The applicant will construct a sidewalk and plant one (1) tree and eight (8) bushes, which is all they can fit on this property due PECO's gas line running in the front of their property. They will attend the June 8th Business Meeting for consideration of approval of this plan.

BUSINESS MEETING AGENDA REVIEW:

Anthony Hamaday, Township Manager gave an overview of the June 8th Business Meeting.

Public Comment: None

ADDITIONAL BUSINESS: None

ADJOURNMENT:

Board Action:

It was moved by Supervisor Waks, seconded by Supervisor Philips, all voting “Aye” to adjourn the meeting. None opposed. Adjournment occurred at 9:25 pm.

ANTHONY HAMADAY
TOWNSHIP MANAGER

lr
Minutes Approved:
Minutes Entered:

CITIZEN BOARDS/COMMISSIONS VACANCIES
AS OF JULY 13, 2023

Current Vacancies:

CC Advisory Board Student Member	- 1 Vacancy
Economic & Comm Dev Committee	- 1 Vacancy
Environmental Advisory Council	- 1 Vacancy
Human Relations Commission	- 2 (Alternates)
Public Safety Citizen Advisory Board	- 1 Vacancy
Upper Merion Foundation Sub-Committee	- 1 Vacancy
Upper Merion Historical Commission	- 3 Vacancies

Cathy Dolan

From: Thomas Nolan
Sent: Monday, July 10, 2023 11:53 AM
To: Cathy Dolan
Cc: Anthony Hamaday
Subject: FW: Promotional Request
Attachments: Promotional_Request.pdf

Cathy,

This should go on the Agenda as Swearing in of Fire Department Captain Ryan Sweeney and Captain Michael Lockhart, by Judge Patrick Krouse.

Lockhart was added today, with Tony's approval.

Tom

From: Thomas Nolan
Sent: Wednesday, July 5, 2023 5:14 PM
To: Anthony Hamaday <ahamaday@umtownship.org>
Cc: Cathy Dolan <cdolan@umtownship.org>
Subject: FW: Promotional Request

Can this go on next Thursday's agenda? If so, I'll line up a Judge.

From: James W. Johnson <jwjohnson@umtownship.org>
Sent: Wednesday, July 5, 2023 3:38 PM
To: Thomas Nolan <tnolan@umtownship.org>
Subject: Promotional Request

Chief,

Per our conversation last evening, please advised if you approve of the attached promotional request. I will notify the selected candidate and follow up with him confirmation on date and time of a swearing in once known.

Thank you,

James W. Johnson
Chief of Fire & EMS
Upper Merion Township
400 Guthrie rd.
King of Prussia, Pa 19406



JAMES W. JOHNSON
Chief

UPPER MERION TOWNSHIP FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT

175 WEST VALLEY FORGE ROAD
KING OF PRUSSIA, PA 19406-1802
Business: 610-265-2608

MEMO

To: Thomas Nolan, Director of Public Safety

From: James W Johnson, Chief of Upper Merion Township Fire & EMS

Date: 5 July 2023

Subject: Fire Captain Promotion

Since the resignation of Steven Kindred, we have been rotating firefighters as acting captains on the fire B-Platoon. After advertising the open position, three eligible firefighters submitted a cover letter and resume. EMC Brazunas, Deputy Chief Leis, and I conducted oral interviews. All three candidates displayed positive attributes desirable of a company officer making the decision on which candidate to promote challenging. After careful consideration we recommend firefighter Ryan Sweeney be promoted to the rank of Fire Captain. If approved, please advise if this can be placed on the July BOS agenda. Thank You.

The Township of Upper Merion
PROCLAMATION
PARK AND RECREATION PROFESSIONALS DAY
July 21, 2023

WHEREAS, Parks and Recreation *promotes physical, emotional and mental health and wellness* through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation *supports the economic vitality of communities* by providing frontline jobs, childcare for the essential work force and promoting community revitalization; and

WHEREAS, Parks and Recreation *creates memorable experiences* through engaging virtual and physically distanced programs, dynamic online events and new learning opportunities designed to keep families active while stay-at-home orders are in place and beyond; and

WHEREAS, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation *strengthens community identity* by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

WHEREAS, Parks and Recreation *facilitates community problem and issue resolution* by providing safe spaces to come together peacefully and facilitating conversations and services in order that our communities may heal both physically and emotionally; and

WHEREAS, Parks and Recreation *sustains and stewards our natural resources* by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities;

WHEREAS, the Board of Supervisors *supports the skilled work* of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide opportunities for healthful living, social equity and environmental sustainability;

WHEREAS, the Board of Supervisors *values the essential services* that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and seniors; and to ensure our parks and recreational facilities are clean, safe, and ready to use.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors does hereby proclaim **July 21, 2023** as “**Pennsylvania Park and Recreation Professionals Day**” in Upper Merion Township

ADOPTED this 13th day of July 2023.

Upper Merion Township Board of Supervisors

[seal]

ATTEST:

Anthony Hamaday, Township Manager

Tina Garzillo, Chairman

ORDINANCE NO. _____

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

AN ORDINANCE OF UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP CODE TO CREATE A NEW CHAPTER, SINGLE-USE PRODUCT REGULATIONS, TO REGULATE THE DISTRIBUTION AND USE OF SINGLE-USE CARRY-OUT BAGS, SINGLE-USE PLASTIC STRAWS, SINGLE-USE PLASTIC UTENSILS, AND EXPANDED POLYSTYRENE FOOD SERVICE PRODUCTS; TO PROMOTE AND FACILITATE REUSABLE BAG, STRAW, UTENSIL, AND CONTAINER USE; AND TO ADD FINDINGS, DEFINITIONS, FEES, REQUIREMENTS, ENFORCEMENT, PENALTIES, AND EXEMPTIONS RELATING TO THE DISTRIBUTION AND USE OF SINGLE-USE CARRY-OUT BAGS, REUSABLE BAGS, SINGLE-USE PLASTIC STRAWS, SINGLE-USE PLASTIC UTENSILS, AND EXPANDED POLYSTYRENE FOOD SERVICE PRODUCTS

WHEREAS, the Pennsylvania Second Class Township Code authorizes the Board of Supervisors of Upper Merion Township to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care, and control of the Township and the maintenance of peace, good government, health and welfare of the Upper Merion Township ("Township") and its citizens;

WHEREAS, Article 1, Section 27 of the Pennsylvania Constitution, known as the Environmental Rights Amendment (the "Amendment"), provides that people have the right to clean air, pure water, and to the preservation of the natural, scenic, historic, and aesthetic values of the environment. Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As a Trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people;

WHEREAS, the Amendment imposes two basic duties on the Commonwealth and its political subdivisions, such as the Township, to: 1) prohibit the degradation, diminution, and depletion of the public natural resources, and 2) act affirmatively via legislative action to protect the environment. *Pennsylvania Environmental Defense Foundation v. Commonwealth of Pennsylvania*, 161 A.3d 911 (Pa. 2017);

WHEREAS, this ordinance is enacted to achieve the Township's duties under the Amendment by minimizing the degradation, diminution, and depletion of the public natural resources within the Township and to affirmatively enact legislation designed to protect the environment within and around the Township;

WHEREAS, for the reasons set forth in more detail below, the Board of Supervisors intends to preserve, maintain, and enhance the health of its residents and visitors, as well as the public natural resources and common property within and around the Township, by regulating the distribution of single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products within the Township;

WHEREAS, the Board of Supervisors has met the procedural requirements of the Second Class Township Code for the adoption of the proposed ordinance, including advertising and holding a public hearing; and

WHEREAS, the Board of Supervisors, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety, and general welfare of the residents of Upper Merion Township will be served by this amendment of the Upper Merion Township Code to regulate the distribution of single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products within Upper Merion Township;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Upper Merion Township, Montgomery County, Pennsylvania, it is hereby enacted and ordained by the authority of same, as follows:

I. Code Amendment. A new Chapter entitled “Single-Use Product Regulations” is hereby added to Part II, General Legislation, of the Upper Merion Township Code to provide as follows:

SINGLE-USE PRODUCT REGULATIONS

§1. Purpose and Findings.

A. Purpose. The purpose of this Chapter is:

- (1) To reduce the use of single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products within the Township.
- (2) To curb litter on the streets, in the parks, and in the trees, protect the local streams, rivers, waterways and other aquatic environments, reduce greenhouse gas emissions, reduce solid waste generation, promote the use of reusable, compostable, and recyclable materials within Upper Merion Township, and to preserve the natural, scenic, historic, and aesthetic values of Upper Merion Township.
- (3) To relieve the pressure on recyclers servicing the Township, who cite single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products as a major source of contamination and inefficiency within the recycling stream.
- (4) To relieve the pressure for Township utilized landfills to manage the disposition of single-use products.
- (5) To reduce consumption of and exposure to microplastics, forever chemicals, and other chemicals found in plastics that have been scientifically shown to lead to health issues, including hormonal imbalances, infertility, and cancer.
- (6) To encourage township residents and businesses to adopt innovative solutions to transition away from single-use plastic products in favor of more cost-effective, reusable alternatives and more sustainable single-use alternatives.

B. Findings.

- (1) The use of single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products has severe environmental impacts, including greenhouse gas emissions, litter, harm to wildlife, ground level ozone formation, atmospheric acidification, water consumption, and solid waste generation.
- (2) There are several commercial establishments within Upper Merion Township which provide single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products to their customers, sometimes without the request or the desire of the customers.
- (3) Single-use plastic bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products do not readily decompose.
- (4) Approximately one hundred billion single-use plastic bags are discarded by United States consumers each year. Given the difficulty of recycling these materials, less than 1 percent of single-use plastic bags are returned for recycling in the United States, and in Upper Merion Township, such bags are not curbside recyclable. Upper Merion residents alone are estimated to consume up to 18.5 million single-use bags each year.
- (5) Numerous studies have documented the prevalence of single-use plastic bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products littering the environment, blocking storm drains, entering local waterways, and becoming stuck in or upon natural resources and public property.
- (6) The taxpayers of Upper Merion Township pay the costs related to the cleanup of single-use plastic bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products from the roadways, trees, sewers, waters, and parks within the Township.
- (7) Recyclers cite single-use plastic bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products as a major source of contamination within the recycling stream, leading to increased costs to the Township and decreased efficiency.
- (8) From an overall environmental and economic perspective, the best alternative to single-use plastic bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products is a shift to reusable alternatives followed by single-use compostable or recyclable alternatives.
- (9) There are several alternatives to single-use bags, single-use plastic straws, single-use plastic utensils, and expanded polystyrene food service products readily available in and around Upper Merion Township.
- (10) It is recognized that single-use paper bag manufacturing, transportation and resource consumption also affect the environment, but they are biodegradable, single-stream recyclable, and provide a practical retail establishment alternative consistent with most local

and state single-use plastic regulations and prohibitions. Although preferable to single-use plastic bags, eventually the overall effects of producing, providing, and allowing single-use paper bags should also be mitigated to reduce waste, litter, and natural resource depletion by encouraging, facilitating and promoting reusable bag use.

- (11) An important goal of Upper Merion Township is to procure and use sustainable products and services.
- (12) An important goal of Upper Merion Township is to preserve the natural, scenic, historic, and aesthetic values of Upper Merion Township.
- (13) It is Upper Merion Township's desire to conserve resources, reduce the amount of greenhouse gas emissions, waste, litter, water pollution, and to protect the public health and welfare, including wildlife, all of which increases the quality of life for the Township's residents and visitors.
- (14) Studies and past experiences have shown that prohibiting the distribution of single-use plastic bags at the point of sale and placing a mandatory charge on other single-use bags reduces plastic litter and use of single-use bags and promotes the use of reusable bags.
- (15) As required by the Environmental Rights Amendment to the Pennsylvania Constitution, it is incumbent upon the Township to preserve the natural, scenic, historic, and aesthetic values of the Township.
- (16) It is the duty of the Board of Supervisors to conserve resources, reduce the amount of greenhouse gas emissions, waste, litter, water pollution, and to protect the public health and welfare, including wildlife, all of which increases the quality of life for the Township's residents and visitors.

§2. Definitions.

For purposes of this Chapter, the following terms shall be defined as follows:

CUSTOMER – Any person purchasing goods or services from a Commercial Establishment, whether directly or through a delivery service. A Customer shall include a person receiving goods from a Commercial Establishment to deliver to another person who purchased such goods.

COMMERCIAL ESTABLISHMENT - Any store or retail establishment that sells perishable or nonperishable goods, including, but not limited to, clothing, food, and personal items, directly to the customer and is located within or doing business within the geographical limits of the Upper Merion Township. Commercial Establishments include, but are not limited to, a business establishment that generates a sales or use tax; a drugstore, pharmacy, supermarket, grocery store, farmers market, delicatessen, service station, a temporary or seasonal market or vendor, food truck, convenience food store, food mart, or other commercial entity engaged in the retail sale of a limited line of goods that include milk, bread, soda and snack foods; a public eating establishment (i.e. a restaurant, take-out food establishment, or any other business that prepares and sells prepared food to be eaten on or off its premises or delivered off premises); and a business establishment that sells clothing, hardware, or any other nonperishable goods.

EXPANDED POLYSTYRENE - Blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by a number of techniques, including: fusion of polymer spheres, known as expandable bead polystyrene; injection molding; foam molding; and extrusion-blow molding, also known as extruded foam polystyrene. Styrofoam shall be included as Expanded Polystyrene.

EXPANDED POLYSTYRENE FOOD SERVICE PRODUCT – A product made of synthetic resin of polystyrene or expanded polystyrene that is used for selling, providing, or transporting food or beverages including, but not limited to, food containers (including “clamshell”, hinged, or lidded packaging/food containers), plates, hot and cold beverage cups, and/or trays. However, an Expanded Polystyrene Food Service Product shall not include:

- a. food, beverages, or other items that have been packaged in Expanded Polystyrene outside the Upper Merion Township for general distribution;
- b. a product made of Expanded Polystyrene that is used to package raw, uncooked, or buttered meat, fish, poultry, or seafood;
- c. a package or container containing multiple Expanded Polystyrene Food Service Products packaged by the manufacturer at the time of manufacturing and sold for home or business use.

OPERATOR – A person in control of, or having responsibility for, the operation of a Commercial Establishment, which may include, but is not limited to, the owner or manager of the Commercial Establishment.

PLASTIC – A synthetic material made from linking monomers through a chemical reaction to create a polymer chain that can be molded or extruded at high heat into various solid forms that retain their defined shapes during their life cycle and after disposal, including material derived from either petrochemicals or a biologically based polymer, such as corn or other plant sources.

PRODUCT BAG – Any bag without handles used for the following purposes:

- a. to carry meats, vegetables, fruits, or other similar perishable, raw, or uncooked food item to the point of sale inside a Commercial Establishment;
- b. to package and carry bulk items such as dried fruits or vegetables, nuts, grains, or candy;
- c. for reasons of public health and safety, to prevent food items from coming into direct contact with other purchased items or a person’s skin;
- d. to contain hot, prepared foods;
- e. to contain or wrap flowers, potted plants, or similar items;
- f. a bag used solely to contain live animals, such as fish or insects sold at a pet store; or

- g. to transport caustic chemicals sold at a retail level.

RECYCLED PAPER BAG – A paper bag that meets the following requirements:

- a. contains no old growth fiber;
- b. contains a minimum of 40% post-consumer recycled content; and
- c. is labeled in a visible manner as “recyclable” with the percentage of post-consumer recycled content of the bag.

REUSABLE BAG – A bag that meets the following criteria:

- a. Is designed and manufactured to withstand repeated uses over time;
- b. Is machine washable or made from a material that can be readily cleaned and disinfected; and
- c. Is designed and manufactured to have the capability of carrying a minimum of eighteen (18) pounds.

SINGLE-USE PLASTIC BAG - Any bag that is made predominantly of plastic and is made using a blown-film extrusion process, other than a Reusable Bag, as defined below, provided at the check-out stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment. The term does not include Reusable Bags or Recycled Paper Bags. This definition specifically exempts the following from the category of Single-Use Plastic Bags:

- a. Product Bags;
- b. a bag sold in packaging containing multiple bags and packaged at the time of manufacturing, including food storage bags, garbage bags, or pet waste bags;
- c. newspaper delivery bags;
- d. a bag provided by a state, federal or local government agency;
- e. laundry or dry cleaner bags.

SINGLE-USE PLASTIC STRAW - A Straw provided by a Commercial Establishment that is primarily made of Plastic, and not including Straws composed of non-plastic materials such as bamboo, sugar cane, agave, corn, wood, hay or paper. In addition, a Single-Use Plastic Straw shall not include the following:

- a. Straws packaged with beverages prepared and packaged outside of the Township, provided such beverages are not altered, packaged or repackaged within the Township.

- b. Straws provided with a beverage on private property used as a residence;
- c. When provided by a state, federal or local government agency;
- d. a package or container containing multiple Single-Use Plastic Straws packaged by the manufacturer at the time of manufacturing and sold for home or business use.
- e. When provided as an assistive device to reasonably accommodate a disability.

SINGLE-USE PLASTIC UTENSIL - A Utensil provided by a Commercial Establishment that is made predominantly of Plastic, and not including Utensils composed of non-plastic materials such as bamboo, sugar cane, agave, cornstarch, plant matter, or wood. In addition, Single-Use Plastic Utensils shall not include the following:

- a. When provided with food on private property used as a residence;
- b. When provided by a state, federal or local government agency;
- c. When packaged with food prepared and packaged outside of the Township, provided such food products are not altered, packaged or repackaged within the Township;

STRAW - a tube designed or intended for transferring a beverage from its container to the mouth of the drinker by suction or for the stirring of a beverage. A Straw shall include drink stirrers, devices used to mix beverages, and splash sticks, even if such items are not in the form of a tube.

UTENSIL - A device designed or intended for transferring food from its container to the mouth of the consumer. A Utensil shall include forks, spoons, knives, sporks, and chopsticks.

§3. Single-Use Plastic Bags.

Effective January 1, 2024, Commercial Establishments are prohibited from providing a Single-Use Plastic Bag to a Customer. This prohibition applies to Single-Use Plastic Bags provided for the purpose of carrying goods away from the point-of-sale of a Commercial Establishment and to takeout deliveries, including deliveries utilizing a delivery service, from a Commercial Establishment located within Upper Merion Township. The point-of-sale in such transactions is deemed to be at the Commercial Establishment, regardless of where ordering or payment for the transaction physically occurs.

§4. Recycled Paper Bags.

- (1) Effective January 1, 2024, Commercial Establishments are prohibited from providing a non-Recycled Paper Bag to a Customer at the Commercial Establishment or through a delivery service.
- (2) A Commercial Establishment may provide a Customer a Recycled Paper Bag at the point of

sale if the bag is provided to the Customer for a charge of not less than ten cents (\$0.10) per bag. A Commercial Establishment may opt out of such charge for prepaid takeout orders or deliveries. Commercial Establishments shall post signage that is visible to Customers at the point of sale that advises the Customers of the per bag charge.

- (3) All monies collected by the Commercial Establishment under this Chapter for provision of a Recycled Paper Bag shall be retained by the Commercial Establishment.
- (4) Any charge for a Recycled Paper Bag shall be separately stated on a receipt provided to the Customer at the time of sale and shall be identified on the receipt.
- (5) A Commercial Establishment shall not be permitted to waive, rebate, or otherwise reimburse a Customer for any portion of the Recycled Paper Bag fee in a manner that results in a charge less than the minimum required hereunder unless the Customer is effectuating payment through an Electronic Benefits Transfer (EBT) card, a payment or voucher issued by/through the Supplemental Nutrition Assistance Program (SNAP), the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), or a similar government assistance program related to retail food purchases.

§5. Single-Use Plastic Straws.

Effective January 1, 2024, Commercial Establishments are prohibited from providing a Single-Use Plastic Straw to a Customer at the Commercial Establishment or through a delivery service, except upon the request of the Customer.

§6. Expanded Polystyrene Food Service Products.

Effective January 1, 2024, Commercial Establishments are prohibited from providing an Expanded Polystyrene Food Service Product to a Customer at the Commercial Establishment or through a delivery service.

§7. Single-Use Plastic Utensils.

Effective July 1, 2024, Commercial Establishments are prohibited from providing Single-Use Plastic Utensils to a Customer at the Commercial Establishment or through a delivery service.

§8. Reusable Bags.

- (1) A Commercial Establishment may provide a Reusable Bag to a Customer at or before the point of sale if the Reusable Bag is provided to the Customer for a charge of not less than ten cents (\$0.10) per bag.
- (2) All monies collected by a Commercial Establishment under this Chapter for provision of a Reusable Bag may be retained by the Commercial Establishment.
- (3) Any charge for a Reusable Bag shall be separately stated on a receipt provided to the Customer at the time of sale and shall be identified on the receipt.

- (4) Customers may use bags of any type that they bring to the Commercial Establishment themselves for the purpose of carrying goods or other materials away from the point of sale, without incurring any charges for such bag. In addition, Customers shall be permitted to carry away purchased items without a bag.
- (5) Nothing in this Section shall be construed to prohibit the retail sale of Reusable Bags to Customers. In addition, nothing in this Section shall prohibit the free distribution of Reusable Bags by entities that are not Commercial Establishments for promotional purposes or by Commercial Establishments, for promotional purposes, in instances where the Commercial Establishment is not selling its goods.
- (6) A Commercial Establishment shall not be permitted to waive, rebate, or otherwise reimburse a Customer for any portion of the Reusable Bag fee in a manner that results in a charge less than the minimum required hereunder.

§9. Temporary Signage Requirement.

Beginning sixty (60) days after the enactment date of this Ordinance, and for six (6) months after the effective dates set forth above, Commercial Establishments shall post conspicuous signage at all points of sale informing Customers of the following:

- (1) that Single-Use Plastic Bags, non-Recycled Paper Bags, Plastic Straws, Single-Use Plastic Utensils and Expanded Polystyrene Food Service Products will no longer be provided by the Commercial Establishment as of the date the above stated prohibitions;
- (2) the mandatory, minimum charge (or the desired higher charge, if a higher charge is desired by the Commercial Establishment) for a Recycled Paper Bag provided by the Commercial Establishment;
- (3) the date such charges for Recycled Paper Bags will commence;
- (4) what types of bags and purchases are impacted; and
- (5) any other information Upper Merion Township may require by regulation.

§10. Exemptions.

The Township Manager or their designee may, upon written request of a Commercial Establishment, exempt a Commercial Establishment from the requirements of this Chapter for a period of one (1) year from the effective date of this Ordinance upon a finding by the Township Manager or their designee that the requirements of this Chapter would cause undue hardship to the Commercial Establishment. An "undue hardship" shall be found only if the Commercial Establishment demonstrates one or more of the following:

- (1) that it has a unique circumstance or situation such that there are no reasonable alternatives to the use of Single-Use Plastic Bags or Expanded Polystyrene Food Service Products;
- (2) Compliance with this Chapter would deprive the Commercial Establishment of a legally

protected right, with such right being specifically identified by the Commercial Establishment;

- (3) Additional time is necessary to deplete an existing inventory held by the Commercial Establishment, as of the effective date of this Ordinance, of Single-Use Plastic Bags or Expanded Polystyrene Food Service Products;

§11. Enforcement.

- (1) The Township Manager or their designee has the responsibility for enforcement of this Chapter and may promulgate reasonable rules and regulations to enforce the provisions thereof, including, but not limited to, investigating and reporting violations and issuing verbal or written warnings and/or fines.
- (2) Any Operator and/or Commercial Establishment that violates or fails to comply with any of the requirements of this Chapter, after an initial written warning notice has been issued for that violation, shall be in violation and subject to the penalties established herein.
- (3) Any Operator and/or Commercial Establishment that receives an initial written warning notice may file a request for an exemption pursuant to the procedure in §9 above if the warning is issued within a year of the effective date of this Ordinance.
- (4) After a written warning is issued, and if additional violations occur, an Operator and/or a Commercial Establishment shall, upon conviction in a summary proceeding under the Pennsylvania Rules of Criminal Procedure, be guilty of a non-traffic summary offense and shall be punishable by a fine as set forth below, plus court costs and reasonable attorneys' fees incurred by the Township through enforcement proceedings. The fines for violations of this Chapter shall be as follows:
 - (a) \$50.00 for a first offense occurring within twelve months of the written warning;
 - (b) \$100.00 for a second offense occurring within twelve months of the first offense;
and
 - (c) \$250.00 for a third offense occurring within twelve months of the second offense, and for each subsequent offense occurring within twelve months of the immediately prior offense.
- (5) For the purposes of enforcement under this Chapter, a separate offense shall occur each day an Operator and/or Commercial Establishment is violating a requirement of this Chapter. In addition, penalties may be imposed against both, or either, the Operator and/or the Commercial Establishment for the same violation of this Chapter.
- (6) In addition to or in lieu of the penalties set forth in this Chapter, Upper Merion Township may seek additional legal, injunctive, or other equitable relief to enforce this Chapter.
- (7) The penalty provisions of this Chapter shall not limit the ability of the Township to enforce other Township ordinances and to utilize the penalties, remedies and procedures provided

under such other Township ordinances and/or Federal or Commonwealth laws.

SECTION II. Severability. The terms, conditions and provisions of this Ordinance are hereby declared to be severable, and, should any portion, part, or provision of this Ordinance be found by a court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, the Upper Merion Township Board of Supervisors hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Ordinance, and the remainder of the Ordinance shall remain in force.

SECTION III. Repealer. Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

SECTION IV. Effective Date. This Ordinance shall become effective upon enactment as provided by law, with enforcement of this Ordinance to occur on the specific date(s) set forth in Section I above.

SECTION V. Failure to Enforce Not a Waiver. The failure of Upper Merion Township to enforce or delay enforcement of any provision of this Ordinance shall not constitute a waiver by Upper Merion Township of its rights to future enforcement hereunder.

ORDAINED AND ENACTED by the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, this _____ day of _____, 2023.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Anthony Hamaday, Township Secretary

By: _____
Tina Garzillo, Chair
Upper Merion Township
Board of Supervisors

Memo

To: Anthony Hamaday, Township Manager
From: Nicholas F. Hiriak, Director of Finance *NFA*
Date: 6/8/2023
Re: 2022 Financial Statements – “Committed” Fund Balance

Fund balance refers to the difference between assets and liabilities in the governmental funds balance sheet. This information is one of the most widely used elements of local government financial statements.

To comply with the statement issued by the Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, the Township Governing Body must determine, by formal action, any amount that is committed and can only be used by the Township for the specific purpose. Commitments may be changed or lifted only by the Board taking the same formal action that imposed the constraint originally.

Under the definition of GASB Statement No. 54, the revenue stabilization fund falls under the “committed” classification. The purpose of the revenue stabilization fund is to be available and used as a supplement to the Act 511 Business/Mercantile Taxes in the event of any adverse economic condition that causes a sharp decline to the business/mercantile tax collections.

It has been past practice, since 2008, to designate \$2,000,000 in the Revenue Stabilization Fund for the purpose stated above. The Township has had this fund in place since 1995 and started with a balance of \$650,000.

I request to place this item on the July 13, 2023 Business meeting of the Board of Supervisors as a consent agenda item.

ACTION REQUIRED: Motion to ratify the designation of \$2,000,000 in the Revenue Stabilization Fund as committed fund balance in the 2022 Upper Merion Township Financial Statements.

**Upper Merion Township
Montgomery County, PA**

RESOLUTION NO. 2023-22

**RESOLUTION OF THE BOARD OF SUPERVISORS OF UPPER MERION
TOWNSHIP ADOPTING THE 2022 MONTGOMERY COUNTY HAZARD
MITIGATION PLAN**

WHEREAS, hazards including flooding periodically threaten the safety of people and result in property damage in Upper Merion Township, and

WHEREAS, the vulnerability of Upper Merion Township to some hazard events may be reduced through various mitigation measures; and

WHEREAS, Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5165, enacted under paragraph 104 of the Disaster Mitigation Act of 2000, provides new approaches to mitigation planning and requires local government to prepare and adopt mitigation plans as a condition for receiving certain federal disaster grants and loans and to amend these plans each five years; and

WHEREAS, the Montgomery County 2022 Hazard Mitigation Plan has been developed by the Montgomery County Planning Commission and the Montgomery County Office of Emergency Operations in cooperation with other county departments, and officials and citizens of Upper Merion Township, and

WHEREAS, a revised hazard mitigation plan has been prepared by the Montgomery County Planning Commission and Public Safety Department in accordance with appropriate federal guidelines established in accordance with the Stafford Act; and

WHEREAS, the public and Upper Merion Township in the county was given an opportunity to fully participate in the preparation of the 2022 Montgomery County Hazard Mitigation Plan preparation process; and

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Upper Merion Township hereby adopts the 2022 Montgomery County Hazard Mitigation Plan; and

BE IT FUTHER RESOLVED, the Township Manager is directed to formally submit a copy of this resolution to Montgomery County to be transmitted to Pennsylvania Emergency Management Agency (PEMA) and Federal Emergency Management Agency (FEMA) to enable the plan's final approval.

RESOLVED, this 13th day of July 2023.

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

Attest: _____
Anthony T. Hamaday
Township Secretary

By: _____
Tina Garzillo, Chairperson
Board of Supervisors

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:

Upper Merion Township/
KOP Business District
234 Mall Blvd., Suite 234
King of Prussia, PA 19406

PROJECT:

First Avenue
Linear Park, Phase 2

FROM CONTRACTOR:

ROAD-CON, INC.
902 CAMARO RUN DRIVE
WEST CHESTER, PA 19380

VIA ARCHITECT:

RK&K CM/CI
680 American Ave., Suite 300
King of Prussia, PA 19406

APPLICATION NO:

06

PERIOD TO:

6/12/2023

PROJECT NO:

CONTRACT DATE:

5/31/2022

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,837,404.70
2. Net change by Change Orders	\$	161,035.36
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,998,440.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,630,288.07
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	162,742.81
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	162,742.81
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,467,545.26
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,395,070.87
8. CURRENT PAYMENT DUE	\$	72,474.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	530,894.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$161,035.36	\$0.00
Total approved this Month		
TOTALS	\$161,035.36	\$0.00
NET CHANGES by Change Order	\$161,035.36	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 6/26/2023

State of: Pennsylvania County of: Chester
 Subscribed and sworn to before me this 26th day of June
 Notary Public: Samantha Hart
 My Commission expires: August 27, 2023

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the CM/CI certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 72,474.39

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 6/26/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

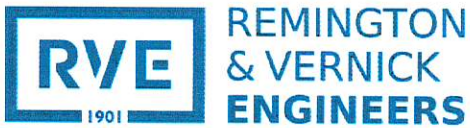
Commonwealth of Pennsylvania - Notary Seal
 Samantha Hart, Notary Public
 Chester County
 My commission expires August 27, 2023
 Commission number 1355929
 Member, Pennsylvania Association of Notaries

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO. 86
 APPLICATION DATE: 01/12/2023
 PERIOD TO: 01/12/2023
 ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF WORK	STANDARD UNIT QUANTITY	SCHEMATIC VALUE/TOTAL PRICE	UNIT PRICE	QUANTITY	AMOUNT THIS WORK	TOTAL CONTRACT AMOUNT TO DATE	UNPAID PAYMENT (C-D)	RETAINAGE		
BASE BID											
0201-0001	Cleaning and Sealing	1.00	\$200,000.00	\$200,000.00		\$0.00	\$200,000.00	\$0.00	\$12,000.00		
0202-0001	Crack Repatching	1362.00	\$11,920.00	\$8.75		\$0.00	\$11,920.00	\$0.00	\$1,192.00		
0313-0001	Subgrade Asphalt Mixtures (Superpave) - Base Course, PG 645-22, 3 to 5.10 Million ESALS, 2.5 to 4.0 MM, 6" Depth	135.00	\$11,163.00	\$82.69		\$0.00	\$11,163.00	\$0.00	\$1,116.30		
0314-0001	Subgrade Asphalt Mixtures (Superpave) - Surface Course, PG 645-22, 3 to 5.10 Million ESALS, 2.5 to 4.0 MM, 6" Depth	1741.00	\$24,374.00	\$13.99		\$0.00	\$24,374.00	\$0.00	\$2,437.40		
0315-0001	Subgrade Asphalt Mixtures (Superpave) - Wearing Course, PG 645-22, 3 to 5.10 Million ESALS, 9.5 MM MAX, 1 1/2" Depth, SR-10 SY 1741.00	135.25	\$26,530.25	\$195.97		\$0.00	\$26,530.25	\$0.00	\$2,653.03		
0413-0001	Prepacked Asphalt Mixture Design, Wearing Course, PG 645-22, 3 to 5.10 Million ESALS, 9.5 MM MAX, 1 1/2" Depth, SR-10 SY 1741.00	135.25	\$26,530.25	\$195.97		\$0.00	\$26,530.25	\$0.00	\$2,653.03		
0414-0001	Asphalt Tack Coat	1741.00	\$781.00	\$0.45		\$0.00	\$781.00	\$0.00	\$78.10		
0465-0001	Asphalt Tack Coat	1741.00	\$781.00	\$0.45		\$0.00	\$781.00	\$0.00	\$78.10		
0605-0001	Type C Concrete Top Coat and Bicycle Safe Grate	1.00	\$1,000.00	\$1,000.00		\$0.00	\$1,000.00	\$0.00	\$100.00		
0605-0002	Type C Concrete Top Coat and Bicycle Safe Grate	1.00	\$1,000.00	\$1,000.00		\$0.00	\$1,000.00	\$0.00	\$100.00		
0606-0001	Standard Mini Box, Upright	1.00	\$5,800.00	\$5,800.00		\$0.00	\$5,800.00	\$0.00	\$580.00		
0606-0002	Standard Mini Box, Upright	1.00	\$5,800.00	\$5,800.00		\$0.00	\$5,800.00	\$0.00	\$580.00		
0611-0001	Grade Adjustments of Existing Manhole Boxes	34.62	\$5,193.00	\$149.97		\$0.00	\$5,193.00	\$0.00	\$519.30		
0611-0002	Grade Adjustments of Existing Manhole Boxes	34.62	\$5,193.00	\$149.97		\$0.00	\$5,193.00	\$0.00	\$519.30		
0612-0001	Stone Bed for Miscellaneous Drainage	12.00	\$1,100.00	\$91.67		\$0.00	\$1,100.00	\$0.00	\$110.00		
0612-0002	Stone Bed for Miscellaneous Drainage	12.00	\$1,100.00	\$91.67		\$0.00	\$1,100.00	\$0.00	\$110.00		
0620-0001	Permanent Infiltration Attenuating Device, Type II, 1st Level 13 Energy Absorbing Terminal, 24" Dia	1.00	\$4,650.00	\$4,650.00		\$0.00	\$4,650.00	\$0.00	\$465.00		
0620-0002	Permanent Infiltration Attenuating Device, Type II, 1st Level 13 Energy Absorbing Terminal, 24" Dia	1.00	\$4,650.00	\$4,650.00		\$0.00	\$4,650.00	\$0.00	\$465.00		
0625-1000	Remove Existing Guide Rail (Contractor's Property)	445.00	\$14,872.00	\$33.42		\$0.00	\$14,872.00	\$0.00	\$1,487.20		
0625-1001	Remove Existing Guide Rail (Contractor's Property)	445.00	\$14,872.00	\$33.42		\$0.00	\$14,872.00	\$0.00	\$1,487.20		
0625-1002	Type 31- Stone Mortar Treatment	34.00	\$1,500.00	\$44.12		\$0.00	\$1,500.00	\$0.00	\$150.00		
0625-1003	Type 31- Stone Mortar Treatment	34.00	\$1,500.00	\$44.12		\$0.00	\$1,500.00	\$0.00	\$150.00		
0635-0001	Plain Cement Concrete Curb	34.00	\$4,038.00	\$118.76		\$0.00	\$4,038.00	\$0.00	\$403.80		
0635-0002	Plain Cement Concrete Curb	34.00	\$4,038.00	\$118.76		\$0.00	\$4,038.00	\$0.00	\$403.80		
0645-0001	Scalling and Soil Supplement, Formula B	32.00	\$4,214.40	\$131.70		\$0.00	\$4,214.40	\$0.00	\$421.44		
0645-0002	Scalling and Soil Supplement, Formula B	32.00	\$4,214.40	\$131.70		\$0.00	\$4,214.40	\$0.00	\$421.44		
0650-0001	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0002	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0003	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0004	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0005	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0006	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0007	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0008	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0009	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0010	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0011	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0012	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0013	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0014	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0015	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0016	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0017	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0018	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0019	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0020	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0021	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0022	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0023	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0024	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0025	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0026	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0027	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0028	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0029	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0030	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0031	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0032	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0033	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0034	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0035	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0036	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0037	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0038	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0039	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0040	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0041	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0042	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0043	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0044	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0045	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0046	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0047	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0048	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0049	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0050	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0051	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0052	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0053	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0054	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0055	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0056	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0057	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0058	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0059	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0060	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0061	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0062	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0063	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0064	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0065	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0066	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0067	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0068	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0069	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0.00	\$3,715.20	\$0.00	\$371.52		
0650-0070	Temporary Holed Existing Control	34.00	\$3,715.20	\$109.27		\$0					



Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406
O: (610) 940-1050
F: (610) 940-1161

June 22, 2023

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

**RE: Financial Security Release No. 2
Two Lot Subdivision
230 Arden Road
Upper Merion Township
RVE File #PMUMP212**

Dear Tony:

Remington & Vernick Engineers (RVE), on behalf of Upper Merion Township, has reviewed a request by MJT Developers (developer) seeking a release of financial security held for the completion of required site improvements at Two Lot Subdivision (development).

Based upon our inspection of the work completed, RVE recommends that the Township release the amount of **\$100,115.75** 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 \$47,740.26.

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.

Sincerely,

REMINGTON & VERNICK ENGINEERS

By

A handwritten signature in blue ink, appearing to read 'L M C', is written over a light blue horizontal line.

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

Enclosure

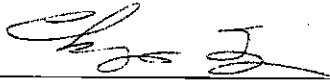
cc: Geoff Hickman, Upper Merion Township, Director of Public Works
Nicholas F. Hiriak, Director of Finance & Administration
John F. Walko, Kilkeny Law, LLC, Township Solicitor
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
Raymond Ruczynski, Manager of Construction Inspection Services

**DECLARATION OF COMPLETION
FINANCIAL SECURITY RELEASE NO. 2**

Municipality: Upper Merion Township
Development: Two Lot Subdivision (Development)
Developer: MJT Developers (Developer)
Date: June 22, 2023

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 **\$171,679.55**. This Declaration authorizes the Township to release a portion of the financial security in the amount of **\$100,115.75** 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.



6-22-2023

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

Date

Anthony Hamaday
Township Manager

Date

Lighting and Landscaping

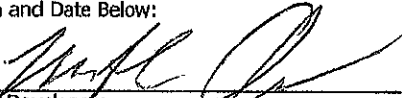
18	EA	Shade Tree	\$400.00	\$7,200.00	\$0.00	0	\$0.00	\$7,200.00
11	EA	Evergreen Tree	\$250.00	\$2,750.00	\$0.00	0	\$0.00	\$2,750.00
76	EA	Shrubs	\$100.00	\$7,600.00	\$0.00	0	\$0.00	\$7,600.00
773	SF	Ernst Seed Mix	\$0.75	\$579.75	\$0.00	773	\$579.75	\$0.00
28882	SF	Sod	\$1.00	\$28,882.00	\$0.00	28882	\$28,882.00	\$0.00
Miscellaneous								
1	LS	As-Builts	\$2,000.00	\$2,000.00	\$0.00	0	\$0.00	\$2,000.00
7	EA	Concrete Monument	\$200.00	\$1,400.00	\$0.00	0	\$0.00	\$1,400.00
422	LF	Boulder Wall w/ Fall Protection	\$40.00	\$16,880.00	\$0.00	422	\$16,880.00	\$0.00
1	LS	Traffic Control and Protection	\$3,000.00	\$3,000.00	\$0.00	0	\$0.00	\$3,000.00

Subtotal:		\$199,472.55	\$71,563.80		\$100,115.75	\$27,793.00
Contingency:	+	\$19,947.26	\$0.00		\$0.00	\$19,947.26
Total With Contingency:		\$219,419.81	\$71,563.80		\$100,115.75	\$47,740.26


Summary of Financial Security Release No. 2

Total Amount of Current Financial Security Release:	\$100,115.75
Total Amount of All Financial Security Released To Date, Including Current Release:	\$171,679.55
Total Amount of All Financial Security Remaining, Including Contingency:	\$47,740.26

Sign and Date Below:



 MJD Developers

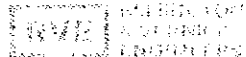


 Township Engineer

 Township Manager

 Township Chair of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code



FINANCIAL SECURITY RELEASE NO. 3

Municipality: Upper Merion Township
Development: Lot Consolidation and Townhouse Development
Developer: Gen Terra Corporation
Location: 624 Columbus Street
RVE File No.: PMUMP196
Date: 11/7/2022

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Previous Amount	Current Security Release		Amount Remaining
						Quantity	Amount	
Erosion Controls								
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	\$0.00	0	\$0.00	\$250.00
280	LF	24" Compost Filter Sock	\$15.00	\$4,200.00	\$4,200.00	0	\$0.00	\$0.00
120	LF	12" Compost Filter Sock	\$9.00	\$1,080.00	\$1,080.00	0	\$0.00	\$0.00
3	EA	Inlet Protection	\$175.00	\$525.00	\$525.00	0	\$0.00	\$0.00
489	SY	Erosion Control Blanket	\$8.00	\$3,912.00	\$3,912.00	0	\$0.00	\$0.00
45	LF	Tree Protection Fencing	\$2.50	\$112.50	\$112.50	0	\$0.00	\$0.00
1	LS	Maintenance of Controls	\$500.00	\$500.00	\$0.00	0.5	\$250.00	\$250.00
Demolition								
1	LS	Shed (1,440 CF @ \$0.33 / CF)	\$475.00	\$475.00	\$475.00	0	\$0.00	\$0.00
1	EA	Water Meter	\$500.00	\$500.00	\$0.00	0	\$0.00	\$500.00
106	SF	Concrete	\$1.25	\$132.50	\$0.00	106	\$132.50	\$0.00
Site Work								
20	CY	Excavation	\$4.50	\$90.00	\$90.00	0	\$0.00	\$0.00
155	CY	Fill	\$2.00	\$310.00	\$310.00	0	\$0.00	\$0.00
Stormwater Management								
1	EA	Outlet Structure	\$4,500.00	\$4,500.00	\$4,500.00	0	\$0.00	\$0.00
1	EA	Type 'M' Inlet	\$2,500.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
1	EA	15" FES	\$500.00	\$500.00	\$500.00	0	\$0.00	\$0.00
2	EA	2' X 2' Yard Drain	\$900.00	\$1,800.00	\$1,800.00	0	\$0.00	\$0.00
215	LF	6" PVC	\$32.00	\$6,880.00	\$6,880.00	0	\$0.00	\$0.00
210	LF	15" HDPE	\$38.00	\$7,980.00	\$7,980.00	0	\$0.00	\$0.00
2	EA	Anti-Seep Collars	\$1,000.00	\$2,000.00	\$2,000.00	0	\$0.00	\$0.00
1	EA	Connection to existing 15" CMP	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
2600	SF	'Sandwich' Liner	\$5.00	\$13,000.00	\$13,000.00	0	\$0.00	\$0.00
2	EA	6" Cleanouts	\$100.00	\$200.00	\$0.00	0	\$0.00	\$200.00
50	CY	Riprap Apron	\$50.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
100	CY	Basin Excavation	\$6.00	\$600.00	\$600.00	0	\$0.00	\$0.00
Utilities								
4	EA	Sanitary Grinder Pumps	\$3,500.00	\$14,000.00	\$0.00	0	\$0.00	\$14,000.00
48	LF	6" PVC Sanitary Forcemain	\$47.00	\$2,256.00	\$0.00	0	\$0.00	\$2,256.00
820	LF	1.25" PVC Sanitary Forcemain	\$25.00	\$20,500.00	\$0.00	820	\$20,500.00	\$0.00
2	EA	Sanitary Forcemain Manhole	\$2,500.00	\$5,000.00	\$0.00	1	\$2,500.00	\$2,500.00
1	EA	Connection to Existing Sanitary Manhole	\$1,500.00	\$1,500.00	\$0.00	1	\$1,500.00	\$0.00
167	SY	Trench Repair	\$37.00	\$6,179.00	\$0.00	167	\$6,179.00	\$0.00



Paving and Concrete								
285	SY	1" Wearing Course	\$8.00	\$2,280.00	\$0.00	0	\$0.00	\$2,280.00
285	SY	2" Binder Course	\$10.00	\$2,850.00	\$0.00	0	\$0.00	\$2,850.00
285	SY	5" Aggregate Base Course	\$11.00	\$3,135.00	\$0.00	0	\$0.00	\$3,135.00
830	SF	Concrete Sidewalk	\$7.00	\$5,810.00	\$0.00	0	\$0.00	\$5,810.00
198	SF	Concrete Driveway Apron	\$9.00	\$1,782.00	\$0.00	0	\$0.00	\$1,782.00
112	LF	Concrete Curb	\$28.00	\$3,136.00	\$0.00	0	\$0.00	\$3,136.00
Lighting and Landscaping								
6	EA	Canopy Trees	\$400.00	\$2,400.00	\$0.00	0	\$0.00	\$2,400.00
9375	SF	Topsoil and Permanent Seeding	\$1.50	\$14,062.50	\$8,250.00	0	\$0.00	\$5,812.50
Miscellaneous								
1	LS	As-Builts	\$1,000.00	\$1,000.00	\$0.00	0	\$0.00	\$1,000.00
3	EA	Concrete Monuments	\$200.00	\$600.00	\$0.00	0	\$0.00	\$600.00
3	EA	Iron Pins	\$100.00	\$300.00	\$0.00	0	\$0.00	\$300.00
216	LF	Retaining Wall with Fall Protection	\$75.00	\$16,200.00	\$16,200.00	0	\$0.00	\$0.00
235	LF	Post and Rail Fence	\$30.00	\$7,050.00	\$0.00	0	\$0.00	\$7,050.00
1	LS	Maintenance & Protection of Traffic	\$4,000.00	\$4,000.00	\$0.00	0.5	\$2,000.00	\$2,000.00

Subtotal:		\$172,587.50	\$81,414.50		\$33,061.50	\$58,111.50
Contingency:	+	\$17,258.75	\$0.00		\$0.00	\$17,258.75
Total With Contingency:		\$189,846.25	\$81,414.50		\$33,061.50	\$75,370.25

Summary of Financial Security Release No. 3

Total Amount of Current Financial Security Release:	\$33,061.50
Total Amount of All Financial Security Released To Date, Including Current Release:	\$114,476.00
Total Amount of All Financial Security Remaining, Including Contingency:	\$75,370.25

Sign and Date Below:

Gen Terra Corporation

11/14/22

Township Manager

Township Engineer

Township Chairman of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code



FINANCIAL SECURITY RELEASE NO. 4

Municipality: Upper Merion Township
Development: Lot Consolidation and Townhouse Development
Developer: Gen Terra Corporation
Location: 624 Columbus Street
RVE File No.: PMUMP196
Date: 1/19/2023

Quantity	Unit	Item	Unit Cost	Total Amount Extended	Previous Amount	Current Security Release		Amount Remaining
						Quantity	Amount	
Erosion Controls								
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	\$0.00	1	\$250.00	\$0.00
280	LF	24" Compost Filter Sock	\$15.00	\$4,200.00	\$4,200.00	0	\$0.00	\$0.00
120	LF	12" Compost Filter Sock	\$9.00	\$1,080.00	\$1,080.00	0	\$0.00	\$0.00
3	EA	Inlet Protection	\$175.00	\$525.00	\$525.00	0	\$0.00	\$0.00
489	SY	Erosion Control Blanket	\$8.00	\$3,912.00	\$3,912.00	0	\$0.00	\$0.00
45	LF	Tree Protection Fencing	\$2.50	\$112.50	\$112.50	0	\$0.00	\$0.00
1	LS	Maintenance of Controls	\$500.00	\$500.00	\$250.00	0.5	\$250.00	\$0.00
Demolition								
1	LS	Shed (1,440 CF @ \$0.33 / CF)	\$475.00	\$475.00	\$475.00	0	\$0.00	\$0.00
1	EA	Water Meter	\$500.00	\$500.00	\$0.00	1	\$500.00	\$0.00
106	SF	Concrete	\$1.25	\$132.50	\$132.50	0	\$0.00	\$0.00
Site Work								
20	CY	Excavation	\$4.50	\$90.00	\$90.00	0	\$0.00	\$0.00
155	CY	Fill	\$2.00	\$310.00	\$310.00	0	\$0.00	\$0.00
Stormwater Management								
1	EA	Outlet Structure	\$4,500.00	\$4,500.00	\$4,500.00	0	\$0.00	\$0.00
1	EA	Type 'M' Inlet	\$2,500.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
1	EA	15" FES	\$500.00	\$500.00	\$500.00	0	\$0.00	\$0.00
2	EA	2' X 2' Yard Drain	\$900.00	\$1,800.00	\$1,800.00	0	\$0.00	\$0.00
215	LF	6" PVC	\$32.00	\$6,880.00	\$6,880.00	0	\$0.00	\$0.00
210	LF	1.5" HDPE	\$38.00	\$7,980.00	\$7,980.00	0	\$0.00	\$0.00
2	EA	Anti-Seep Collars	\$1,000.00	\$2,000.00	\$2,000.00	0	\$0.00	\$0.00
1	EA	Connection to existing 15" CMP	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
2600	SF	'Sandwich' Liner	\$5.00	\$13,000.00	\$13,000.00	0	\$0.00	\$0.00
2	EA	6" Cleanouts	\$100.00	\$200.00	\$0.00	2	\$200.00	\$0.00
50	CY	Riprap Apron	\$50.00	\$2,500.00	\$2,500.00	0	\$0.00	\$0.00
100	CY	Basin Excavation	\$6.00	\$600.00	\$600.00	0	\$0.00	\$0.00
Utilities								
4	EA	Sanitary Grinder Pumps	\$3,500.00	\$14,000.00	\$0.00	4	\$14,000.00	\$0.00
48	LF	6" PVC Sanitary Forcemain	\$47.00	\$2,256.00	\$0.00	48	\$2,256.00	\$0.00
820	LF	1.25" PVC Sanitary Forcemain	\$25.00	\$20,500.00	\$20,500.00	0	\$0.00	\$0.00
2	EA	Sanitary Forcemain Manhole	\$2,500.00	\$5,000.00	\$2,500.00	1	\$2,500.00	\$0.00
1	EA	Connection to Existing Sanitary Manhole	\$1,500.00	\$1,500.00	\$1,500.00	0	\$0.00	\$0.00
167	SY	Trench Repair	\$37.00	\$6,179.00	\$6,179.00	0	\$0.00	\$0.00



Paving and Concrete								
285	SY	1" Wearing Course	\$8.00	\$2,280.00	\$0.00	0	\$0.00	\$2,280.00
285	SY	2" Binder Course	\$10.00	\$2,850.00	\$0.00	285	\$2,850.00	\$0.00
285	SY	5" Aggregate Base Course	\$11.00	\$3,135.00	\$0.00	285	\$3,135.00	\$0.00
830	SF	Concrete Sidewalk	\$7.00	\$5,810.00	\$0.00	830	\$5,810.00	\$0.00
198	SF	Concrete Driveway Apron	\$9.00	\$1,782.00	\$0.00	198	\$1,782.00	\$0.00
112	LF	Concrete Curb	\$28.00	\$3,136.00	\$0.00	112	\$3,136.00	\$0.00
Lighting and Landscaping								
6	EA	Canopy Trees	\$400.00	\$2,400.00	\$0.00	0	\$0.00	\$2,400.00
9375	SF	Topsoil and Permanent Seeding	\$1.50	\$14,062.50	\$8,250.00	500	\$750.00	\$5,062.50
Miscellaneous								
1	LS	As-Builts	\$1,000.00	\$1,000.00	\$0.00	0	\$0.00	\$1,000.00
3	EA	Concrete Monuments	\$200.00	\$600.00	\$0.00	0	\$0.00	\$600.00
3	EA	Iron Pins	\$100.00	\$300.00	\$0.00	0	\$0.00	\$300.00
216	LF	Retaining Wall with Fall Protection	\$75.00	\$16,200.00	\$16,200.00	0	\$0.00	\$0.00
235	LF	Post and Rail Fence	\$30.00	\$7,050.00	\$0.00	0	\$0.00	\$7,050.00
1	LS	Maintenance & Protection of Traffic	\$4,000.00	\$4,000.00	\$2,000.00	0.5	\$2,000.00	\$0.00
Subtotal:				\$172,587.50	\$114,476.00		\$39,419.00	\$18,692.50
Contingency:				\$17,258.75	\$0.00		\$0.00	\$17,258.75
Subtotal With Contingency:				\$189,846.25	\$114,476.00		\$39,419.00	\$35,951.25

Summary of Financial Security Release No. 4

Total Amount of Current Financial Security Release:	\$39,419.00
Total Amount of All Financial Security Released To Date, Including Current Release:	\$153,895.00
Total Amount of All Financial Security Remaining, Including Contingency:	\$35,951.25

Sign and Date Below:

Gen Terra Corporation

President

Township Engineer

Township Manager

Township Chair of the Board

Based upon Section 509 of the Pennsylvania Municipalities Planning Code

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between Optum Financial, Inc., on behalf of itself and its Affiliates ("Optum"), and Upper Merion Township ("Customer") is effective as of July 5, 2023 ("Effective Date"). This Agreement covers the services Optum is providing to Customer, either directly or in conjunction with one of Optum's Affiliates.

1. Definitions.

When these terms are capitalized in the Agreement, singular or plural, they have the below meanings.

Affiliate: A company, which controls, is controlled by or is under common control with a party to the Agreement, where the term "control" means the power to direct or cause the direction of the management or policies of the company, whether through ownership of securities, by contract or otherwise.

Code: The Internal Revenue Code of 1986, as amended from time to time, including all rules and regulations promulgated thereunder.

Employee: A current or former employee of Customer or an Affiliated employer.

ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time, including all rules and regulations promulgated thereunder.

Governmental Authority: Any government, governmental department, ministry, commission, board, bureau, agency, regulatory authority, or judicial, legislative, or administrative body, whether federal, state, or local, having jurisdiction over the matter or matters in question. It may also include, as the circumstances dictate, any non-United States authority having or exercising jurisdiction related to the issuance, sale, authorization or usage of the Services provided under this Agreement.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information Optum receives or provides on behalf of the Plan which is considered Protected Health Information as defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and American Recovery and Reinvestment Act ("ARRA"), as each is amended from time to time.

Plan: The provisions of the plan of employee benefits to which this Agreement applies.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated by the terms governing the Plan who is responsible for the Plan's operation.

Plan Document(s): Documents provided to Participants from the Plan Administrator that describe either: the Services under Agreement; eligibility requirements for participation and benefits offered under the Plan; or any other similar information.

Services: Collectively, the products and services Optum provides and performs pursuant to this Agreement as set forth in the Services Exhibits.

Service Exhibit(s): Exhibit A attached hereto that describes the Services and any other Exhibits for additional Services that may be added to this Agreement from time to time.

Tax: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

2. Services.

- a. **Administrative Services.** Optum will provide the administrative Services described in the Service Exhibit(s).
- b. **Customer Reporting Services.** Unless stated differently in a Service Exhibit, Optum will provide standard summaries of program activities to Customer as part of the Services. Optum reserves the right, from time to time, to change the content, format and/or type of its reports. Ad-hoc and non-standard reporting shall be agreed upon by the parties and may be subject to additional fees.

3. Benefit Plan.

- a. **Responsibility for the Plan, Plan Assets and Payment of Plan Benefits.** Optum is not the Plan Administrator of the Plan. Any references in this Agreement, or elsewhere, to Optum "administering the Plan" are descriptive only and do not confer upon Optum anything beyond certain agreed upon administrative duties. Customer has the sole responsibility for all obligations of the Plan, the Plan Sponsor, and the Plan Administrator under ERISA and any other applicable laws and regulations, including but not limited to benefit design and preparation, distribution of Plan Documents, content and regulatory compliance of the Plan Documents. Customer shall have absolute authority with respect to any Plan assets, and Optum shall neither have discretion, nor be deemed to exercise any discretion, control or authority with respect to the disposition of any Plan assets. Customer agrees that it is responsible for making final determinations on all appeals. Customer shall document and notify Optum of each such decision.
- b. **Plan Consistent with the Agreement.** Customer represents that Plan Documents are consistent with this Agreement. Customer will provide Optum with copies of Plan Documents or any communications describing Plan Documents prior to distributing these materials to Participants or third parties. Customer will amend Plan Documents or communications related thereto if Optum determines that references to Optum are not accurate, or a Plan provision is not consistent with this Agreement or the Services. Customer shall be responsible for printing, maintaining a supply of and distributing to Participants, within a reasonable period of time before coverage begins, the Plan Documents and all other information and forms necessary for Participants' enrollment and continued eligibility for Services.
- c. **Plan Changes.** Customer will provide Optum with notice of any changes to the Plan and/or Plan Documents within a reasonable period of time prior to the effective date of the change. Optum will notify Customer if: (i) the change increases Optum's cost of providing Services which would result in an increase in fees; or if (ii) in Optum's discretion it is unable to implement or administer the change. If the parties cannot agree to a new fee within thirty (30) days of the notice of the new fee, or if Optum notifies Customer that Optum is unable to implement or administer the change, Optum shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon sixty (60) days written notice.
- d. **Affiliated Employers.** Customer represents that, Customer and any of Customer's Affiliates covered under the Plan make up a single "controlled group" as defined by ERISA. Upon request by Optum, Customer agrees to provide Optum with a list of Customer's Affiliates under the Plan.
- e. **Compliance Responsibility.** Customer is solely responsible for ensuring that the Services comply with all applicable provisions of the Code and any applicable federal, state, and local laws. Optum is responsible for ensuring that the Services are provided in a manner compliant with all applicable provisions of the Code and any applicable federal, state, and local laws.

- f. **Data in Electronic Format.** Customer agrees that administrative, contribution and recordkeeping data shall be in an electronic format acceptable to Optum and will be updated as Optum requires. If the data is not submitted in an electronic format or if the format of the data requires additional translation, formatting or cleansing, Optum reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.

4. Customer Responsibilities.

- a. **Information Customer Provides to Optum.** Customer, either directly or indirectly through its benefits broker or other agent(s) (each such benefits broker or agent an "Agent"), will provide Optum a complete and accurate list of all Participants in a timely manner. Customer will notify Optum of any Participant changes as soon as reasonably possible. Optum will accept eligibility data from Customer in a mutually agreed upon frequency and format. Deviations in format or frequency may result in additional fees. Customer agrees that it will not provide Optum eligibility data until after this Agreement along with the Business Associate Addendum attached hereto and incorporated herein by reference are active and in effect. Optum will be entitled to rely on the most current information in Optum's possession regarding eligibility of Participants. Optum will not be required to make retroactive eligibility changes, process or reprocess claims, but if Optum agrees to do so, additional fees may apply. Customer will provide Optum with any additional information reasonably requested by Optum.
- b. **Reliance on Data.** Optum is not liable for any acts or omissions it makes in reliance on the direction or consent from an authorized representative or other Agent of Customer. Optum is not responsible or liable for any acts or omissions made in reliance on erroneous data provided by Customer or Agents, or the failure of Customer to perform its obligations under this Agreement. Customer understands that Optum cannot timely or accurately perform its duties under this Agreement without complete, accurate, and timely information and that Optum shall not be responsible for or liable to Customer or any Participant as a consequence of (i) incomplete, inaccurate, or untimely information provided to Optum by Customer or its Agents, (ii) errors in Customer data or data entry done by Customer or its Agents, or (iii) errors in Services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if the Optum errors resulted from errors in Customer's or Customer's Agents' input data, or from Customer's failure to comply with this Agreement. Customer acknowledges that the timely provision of complete, accurate, and timely information in the format specified by Optum is essential to its delivery of services, and Customer is responsible for ensuring such timely and accurate data is delivered to Optum in Optum's approved format. Customer understands that an additional fee, and/or a recalculation of performance standards may be required if Optum is required to take corrective action as a result of such incomplete, inaccurate, or untimely information.
- c. **Authorizations, Data Integrity, and Disclosures.** Customer is responsible for obtaining, prior to furnishing any data or information to Optum (either directly or indirectly through an Agent), any necessary permissions, consents, or releases, including entering into business associate agreements if required by applicable federal, state or local laws and/or regulations, to allow Customer to deliver Customer data to Optum and to allow Optum to use and disclose Customer data or Records (as defined in Section 8.a below) as set forth under this Agreement or required by law, including without limitation, providing Customer data or Records to Customer's Agents and/or third parties as directed by Customer. Customer hereby specifically authorizes and directs Optum to share Participant level data with Customer's retirement plan administrator. During and after the Term of this Agreement, Optum may use, reproduce, transfer and combine Customer data and any derivatives of that data for preparing commercially available normative and benchmark data and databases, and for internal and external research and analysis purposes.

- d. **Notices to Participants.** In the event this Agreement terminates, Customer will notify all Participants that the Services Optum is providing under this Agreement are discontinued.
- e. **Providing Funds for Benefits.** Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants. Optum is not responsible for providing funds for Plan benefits even if Optum or an Affiliate of Optum provides stop loss insurance to Customer. Customer shall comply with any regulatory obligations, including prompt pay requirements, as applicable.
- f. **Escheat.** Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.
- g. **Optum Systems.** If Customer uses or accesses any information or communication systems of Optum and/or its Affiliates (“Optum Systems”) in the course of the parties performing under this Agreement, Customer shall use such access only as authorized in this Agreement or the applicable Service Exhibit, and for no other purposes, and shall comply with all security controls, policies, standards, and guidelines applicable to Optum Systems which are disclosed to Customer as part of a log-in procedure. Customer shall not (i) knowingly introduce any virus or disabling code into the Optum Systems; (ii) allow third parties to have access to the Optum Systems except as permitted by this Agreement or the applicable Service Exhibit; (iii) attempt to access any portions of the Optum Systems that are not required for Customer’s performance under this Agreement; (iv) use the Optum Systems in any manner that may damage or impair the Optum Systems, Optum, or its Affiliates; or (v) attempt to circumvent or bypass Optum’s security procedures for the Optum Systems.

5. Service Fees.

- a. **Service Fees.** Customer will pay Optum, or its designee, fees for the Services as set forth in the applicable Service Exhibit(s) of this Agreement. In addition to the Service fees specified in the Service Exhibit(s), Customer must also pay Optum, or its designee, any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties. If Customer delegates payment of Services fees to an Agent, it remains Customer’s obligation to pay Optum or its designee, and payment to an Agent will not relieve Customer of that obligation in the event an Agent fails to pay Optum, or its designee, or a payment is untimely. Fees for Services are payable for the entire Plan year, regardless of an Employee’s employment status, or unless otherwise agreed upon.
- b. **Changes in Service Fees.** Optum reserves the right to change the Service fees set forth in any fee schedule attached to the Service Exhibit(s) upon sixty (60) days prior written notice. If applicable, Optum will provide Customer with a new fee schedule(s) reflecting the revised Service fees that will replace the existing fee schedule(s). If Customer objects to a change in Service fees, Customer may terminate the applicable Service Exhibit by providing written notice to Optum within ninety (90) days after Customer receives written notice of the new fees and the Agreement will continue to apply to any other Service Exhibits(s) not impacted by the change in Service fees. Customer must still pay any amounts due for the periods during which the Service Exhibit is in effect and during post-termination transition services.
- c. **Payments.** Except as otherwise provided in a Service Exhibit, Optum will bill Customer on a monthly basis for the actual or estimated fees Customer owes. In these cases, the amounts owed are due and payable on the due date shown on the bill.
- d. **Penalties.** If Service fees are not paid within ten (10) days after their due date (“Grace Period”), Customer will pay Optum interest on the fees owed at the interest rate of one percent (1%) for

each thirty (30) day period or portion thereof for any outstanding balance. Optum-billed Customers will be charged accrued interest in their next month's bill. Optum's decision to provide Customer with a Grace Period will be based on Optum's assessment of Customer's financial condition, as of the Effective Date, and Customer's compliance with material financial obligations. If Optum determines that Customer's financial condition has deteriorated, or Customer fails to comply with the material financial obligations specified in this Agreement, Optum may remove the Grace Period upon notice to Customer and charge interest on payments not received after the due date and/or terminate the Agreement. Customer agrees to promptly reimburse Optum for any collection costs Optum incurs.

- e. **Reconciliation.** Optum may periodically reconcile the total amounts Customer has paid with the total amounts Customer owes Optum. If the reconciliation indicates that Optum owes Customer money, Customer's next payment will be credited. If the reconciliation indicates that Customer owes Optum money, Optum will invoice Customer for the amount due.
- f. **De-Conversion Fees.** If Optum ceases to provide services under this Agreement to a Plan (i.e., there is a "de-conversion" with respect to a Plan), Customer agrees to pay Optum a fee for the support of a successor plan administrator in an amount determined under the following schedule:
 - i. If Customer provides Optum less than ninety (90) days advance written notice of the Plan's de-conversion date, a fee of 25% of the annual charges that Optum would have been entitled to receive with respect to the Plan pursuant to this Agreement and any agreement entered into by Optum for services performed for the Plan had Optum continued to provide services to the Plan, including standard annual fees, custodial fees and mutual fund revenue sharing fees.
 - ii. If Customer provides Optum at least ninety (90), but less than 120, days advance written notice of the Plan's de-conversion date:
 - 1. If Optum has provided services to the Plan for less than 3 years, a fee of \$750 plus 10% of the annual charges that Optum would have been entitled to receive with respect to the Plan pursuant to this Agreement and any agreement entered into by Optum for services performed for the Plan had Optum continued to provide services to the Plan, including standard annual fees, custodial fees and mutual fund revenue sharing fees; or
 - 2. If Optum has provided services to the Plan for three (3) years or more, a fee of \$1,000 plus 5% of the annual charges that Optum would have been entitled to receive with respect to the Plan pursuant to this Agreement and any agreement entered into by Optum for services performed for the Plan had Optum continued to provide services to the Plan, including standard annual fees, custodial fees and mutual fund revenue sharing fees, not to exceed a maximum fee of \$2,500.
 - iii. If Customer provides Optum at least 120 days advance written notice of the Plan's de-conversion date, de-conversion fees are waived.

6. Term of the Agreement.

- a. **Term.** This Agreement will commence on the Effective Date and continue for a sixty month period ("Initial Term"). The Agreement will auto-renew after the Initial Term for additional one (1) year periods (each such renewal, a "Renewal Term") unless and until this Agreement and all Service

Exhibits hereunder are terminated. The Initial Term and each subsequent Renewal Term are referred to herein as (the "Term").

7. Termination.

- a. **Termination Events.** This Agreement or any Service Exhibit, as applicable, will terminate under the following circumstances: (i) the Plan terminates; (ii) either party may terminate this Agreement by providing written notice at least 90 days prior to the end of the Initial Term or any subsequent Renewal Term; (iii) Optum gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed Optum when due under the terms of this Agreement or a Service Exhibit; (iv) Customer fails to provide the required funds for payment of claims or other amounts under the terms of this Agreement or a Service Exhibit; (v) a party elects to terminate because the other party is in material breach of this Agreement or a Service Exhibit, other than by non-payment or late payment of fees owed by Customer or the failure to provide sufficient funds with which to pay claims, and does not correct the breach within thirty (30) days after being notified in writing; (vi) any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or Optum and such penalty is based on the Services specified in this Agreement; (vii) either party (1) files or has filed against it a petition in bankruptcy that it is not contesting in good faith, (2) has a receiver appointed to handle its assets or affairs that is not contesting in good faith, or (3) makes or attempts to make an assignment for the benefit of creditors; or (viii) as otherwise specified in this Agreement or any Service Exhibit. In a Section 7.a(vi) event, the impacted party may immediately discontinue the Agreement's application in such state or jurisdiction and the Agreement will continue to apply in all other states or jurisdictions or terminate the entire agreement. In all circumstances, notice shall be given to the other party when reasonably practical. Unless otherwise agreed by the parties, the termination or expiration of a specific Service Exhibit has no impact on any other Service Exhibits under the Agreement, which shall remain in full force and effect in accordance with the terms thereof.
- b. **Run-Out Period.** Subject to this Section 7.b and Section 7.c, Services under this Agreement stop on the date this Agreement terminates, regardless of the date claims are incurred. If the Agreement is terminated at the end of the Plan year, Optum will, for the ninety (90) day period immediately following the date of termination ("Run-Out Period"), continue to administer claims for expenses incurred in the previous year in the manner described in this Agreement. If the Agreement is terminated mid-Plan year, Optum will, for the ninety (90) day period following the date of termination, facilitate the conversion to Customer's new administrator ("Conversion Period"). Upon expiration of the Run-Out Period or Conversion Period, all obligations of Optum to administer claims or perform any other Services under this Agreement shall cease. Run-out services will be governed by the terms of this Agreement. During the Run-Out Period or the Conversion Period, Customer shall pay the fees associated with Services as listed in the applicable Service Exhibit.
- c. **Post-Termination Transition Services.** When the Agreement is terminated the parties may agree upon any required transition services in addition to those described in Section 7.b or a Service Exhibit and applicable fees to Optum for such transition services.

8. Records, Information, Audits.

- a. **Records.** Optum will keep records relating to the Services provided under this Agreement ("Records") for the later of Optum's record retention policy or requirements under applicable law.

- b. **Audits.** During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable independent auditor may audit Optum Records once each calendar year. Customer must provide sixty (60) days prior written notice to Optum of Customer's intent to audit. The scope, place, time, duration, and frequency of each audit must be agreed to by Optum. All auditors sign confidentiality agreements prior to conducting such audits. Audits will be limited to Records relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year and be performed during normal business hours in accordance with generally accepted auditing procedures. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses Optum incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by Optum. Customer will provide Optum with a copy of all audit reports within ten (10) days after Customer receives the audit report(s).
- c. **Confidential Information.** Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating this Agreement it may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Optum's Confidential Information shall include, without limitation, the terms of this Agreement, financial information, employee information, information regarding products, marketing plans, business plans, customer names and lists, software and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, system design, technology and trade secrets, processes, written materials (including training materials, specifications, designs and design documents, information manuals, and all other documentation), reports generated by or for Optum, Optum's methods of database creation, and Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business, and information regarding Customer's premiums and claims data. Confidential Information shall not include PHI, which is subject to the Business Associate Addendum attached hereto. This provision shall survive the termination of this Agreement. Each party agrees that: (i) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (ii) it will treat such information as confidential and proprietary; (iii) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; and (iv) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party, or certify as destroyed, all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than one archival copy. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information. If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure. Nothing in this Agreement shall be construed to restrict disclosure or use of information that was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; is or becomes generally known to the public without violation of this Agreement; is obtained by the recipient in good faith from a third party

having the right to disclose it without an obligation of confidentiality; or is independently developed by the receiving party without reference to the other party's Confidential Information.

- d. **PHI.** The parties will comply with all applicable requirements set forth in HIPAA and ARRA. Their obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached hereto.

9. Representations and Warranties.

- a. **Customer Representations and Warranties.** Customer represents and warrants that: (i) Customer has the requisite authority to execute, deliver and perform this Agreement; (ii) no contractual obligations exist that would prevent Customer from entering into this Agreement; (iii) Customer and its Affiliates have all material licenses and permits from all applicable regulatory authorities required for them to lawfully perform their obligations as set forth in this Agreement and the Exhibits attached hereto; and (iv) Customer has the legal right to use all trademarks, service marks or other intellectual property that Customer uses in connection with its business.
- b. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE APPLICABLE SERVICE EXHIBITS, OPTUM AND CUSTOMER MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OPTUM'S AND CUSTOMER'S OBLIGATIONS SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS OF SECTION 10.3 OF THIS AGREEMENT.

10. Indemnification and Liability.

- a. **Indemnification by Optum.** Optum will indemnify Customer and hold Customer, its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, penalties, fines, costs, damages (including Taxes), and related costs and expenses, that Customer may incur, including reasonable attorneys' fees and costs (collectively "Losses"), arising as a result of a third party claim to the extent such Losses are directly caused by: (i) the gross negligence or willful misconduct of Optum or its vendors, subcontractors, and representatives in the performance of their obligations under this Agreement; or (ii) Optum's material breach of this Agreement. Notwithstanding the foregoing, Customer will remain solely responsible for payment of all Plan benefits and Optum's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits.
- b. **Indemnification by Customer.** Customer will indemnify Optum and hold Optum, its officers, directors, employees, agents, successors and assigns harmless from and against any and all Losses arising as a result of a third party claim to the extent such Losses are directly caused by: (i) the gross negligence or willful misconduct of Customer or Customer's vendors, subcontractors, and representatives in the performance of their obligations under this Agreement; or (ii) Customer's material breach of this Agreement.
- c. **LIABILITY. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY IN ACTIONS BETWEEN THE PARTIES BROUGHT UNDER THIS AGREEMENT OR ANY ATTACHMENT HERETO SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID OR OWES OPTUM PURSUANT TO THE SERVICE EXHIBIT TO WHICH THE INCIDENT PERTAINS FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE CAUSE OF ACTION. NEITHER PARTY, REGARDLESS OF THE CAUSE, SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM PERFORMANCE OR**

FAILURE TO PERFORM UNDER THIS AGREEMENT. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOST BUSINESS OPPORTUNITIES, WHETHER OR NOT THE OTHER PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE, THE LIMITATIONS STATED ABOVE DO NOT APPLY TO THE EXTENT SUCH LIABILITY IS DIRECTLY ARISING FROM: (I) A BREACH OF CONFIDENTIALITY OBLIGATIONS; (II) AN OBLIGATION OF INDEMNIFICATION; (III) ANY INFRINGEMENT CLAIM OR ACTION; (IV) VIOLATION OF LAW, INCLUDING BUT NOT LIMITED TO A HIPAA BREACH; AND/OR (V) CUSTOMER'S LIABILITY TO OPTUM FOR FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT.

- d. **Indemnification Procedures.** The indemnification obligations in Sections 10.a and 10.b herein are subject to the indemnified party (Indemnified Party): (i) notifying the indemnifying party (Indemnifying Party) promptly and in writing of the Loss, although the failure or delay to so notify by the Indemnified Party will not relieve the Indemnifying Party of its obligations under Section 10 of this Agreement so long as the failure or delay does not prejudice the defense of such claim; (ii) providing reasonable assistance in defending the claim; and (iii) consenting to the Indemnifying Party's sole authority to defend or settle such claim, provided that the Indemnifying Party will not agree to any stipulation, admission, or acknowledgement of fault, guilt, wrongdoing or liability on the part of the Indemnified Party without the Indemnified Party's prior written consent. An indemnified party may not assert any claims against the Indemnifying Party more than two (2) years after the expiration or termination of this Agreement
- e. **Insurance.** During the Term of this Agreement, Optum shall maintain in effect commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and professional liability insurance coverage in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

11. Arbitration.

- a. Subject to Section 11.b, any dispute between the parties regarding this Agreement that is not cured or otherwise resolved by mutual agreement of the parties must be resolved through arbitration conducted in accordance with the Commercial Dispute Resolutions Rules of the American Arbitration Association then in effect. The arbitration proceeding will be conducted in the English language. The arbitrator(s) may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. The arbitrator(s) must not vary or ignore the terms of this Agreement and will be bound by controlling law. The decision of the arbitrator, or a majority of the arbitration panel, will be final and binding upon the parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in any court of competent jurisdiction. Each party will assume its own costs, and the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each party. The parties shall proceed diligently with the performance of this Agreement pending the resolution of any dispute.
- b. Notwithstanding Section 11.a, in the event that a party breaches this Agreement, the non-breaching party may apply to a court of competent jurisdiction for emergency injunctive relief during or prior to the invocation of arbitration. Once the court has ruled on the non-breaching party's initial application for emergency injunctive relief, however, the non-breaching party may not seek additional relief from the court and shall resolve any additional issues through arbitration in accordance with Section 11.a.

12. Miscellaneous.

- a. **Subcontractors.** Optum may use its Affiliates or third parties as subcontractors to perform Services under this Agreement. Optum shall be responsible for any Services performed by its subcontractors.
- b. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party, provided, however, that Optum may assign or transfer this Agreement to an entity controlling, controlled by, or under common control with Optum, or a purchaser of all or substantially all of Optum's assets, subject to notice to Customer.
- c. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Minnesota, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof.
- d. **Entire Agreement.** This Agreement, with its Service Exhibit(s), constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties about this subject matter.
- e. **Amendment.** The parties agree that, from time to time during the Term, Optum may unilaterally amend the Agreement as it may determine, in its reasonable discretion, is necessary for the Agreement to comply with all applicable laws, rules and regulations (including without limitation, HIPAA and ARRA) by providing written notice of such amendment to Customer (an "Amendment Notice"). Such amendment shall be effective upon receipt of the Amendment Notice or such other date specified in the Amendment Notice. All other amendments shall be by mutual written agreement of both parties, executed by a duly authorized person for each party.
- f. **Regulatory Filing.** In the event that Customer is required to file this Agreement with any federal, state or local governmental authorities, Customer shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the Governmental Authority requests changes to this Agreement, Optum and Customer shall jointly discuss Customer's response to the Governmental Authority. In the event any Governmental Authority requires a change to this Agreement that either Optum or Customer deems to be material, either party may request renegotiation of the affected provisions of this Agreement.
- g. **Waiver/Estoppel.** Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.
- h. **Notices.** Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the individual designated as the company contact during implementation of the Services with a copy sent to Optum Financial Service's General Counsel. Addresses may be changed by proper notice.
- i. **Use of Names.** The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants Optum permission to use Customer's name, logo, service marks, trademarks or other identifying information ("Customer Marks") for the limited purpose of including Customer Marks in its marketing literature and to the extent necessary for Optum to carry out its obligations

under this Agreement. Customer represents that Customer Marks do not infringe the rights of others or inaccurately portray the Services or mislead Participants and are used by Customer in accordance with all applicable laws.

j. **Force Majeure.**

- i. "Force Majeure Event" means an event or circumstance, whether or not foreseeable, that prevents a party from fulfilling its obligations under this Agreement and (1) was not in the control of the claiming party and (2) with respect to the damage caused, could not have been reasonably mitigated by the claiming party. A Force Majeure Event does not include (1) a strike or other labor unrest that affects only the claiming party, (2) an increase in prices or other change in general economic conditions, (3) a change in law, or (4) an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance.
- ii. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects the noncompliance to last. The noncomplying party shall provide ongoing updates to the compliant party, and shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.
- iii. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement the noncomplying party will not be deemed in breach of the Agreement if (1) that party uses reasonable efforts to perform its obligations under the Agreement, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event.
- iv. If a Force Majeure Event continues for an extended period of time, the compliant party may request that senior leadership of the parties consult and negotiate with each other, in good faith, to attempt to resolve any claim, dispute, question or disagreement arising out the Force Majeure Event that is preventing the noncomplying party from performing its obligations under the Agreement.

- k. **Counterparts.** This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.
- l. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.
- m. **Survival of Terms.** In addition to those terms in this Agreement or any Service Exhibit that are expressly stated to survive expiration or termination of this Agreement or any Service Exhibit, any Services or provisions of this Agreement or any Service Exhibit which by their nature, extend beyond the expiration or termination date of this Agreement or any Service Exhibit, will survive the expiration or termination of this Agreement or any Service Exhibit, and shall remain in effect and be governed by the terms and conditions of this Agreement or any applicable Service Exhibit until all such obligations are satisfied.

- n. **Construction.** This Agreement is the result of negotiation by both parties, and, therefore, no claim shall be made to construe any portion of the Agreement against either party on the basis of such party's participation in the negotiating thereof.
- o. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- p. **Third Party Beneficiaries.** The provisions of this Agreement are solely for the benefit of the parties hereto and their Affiliates and are not intended to confer upon any person except the parties hereto any rights or remedies herein.
- q. **Change in Custodian.** Upon prior written notice to Customer, a new trustee may be substituted for the existing custodian. Such substitution shall not alter the obligations of Optum or Customer under this Agreement.
- r. **Legal Advice.** It is understood and agreed that the Services do not include and Optum will not provide, investment, Tax or legal advice. If the Customer requires legal or other expert advice, the Customer should consult its own legal counsel.
- s. **Improvements and Modification of Services.** Optum reserves the right to upgrade, improve, modify or discontinue any Services provided or made available to Customer under this Agreement.

Accepted and Agreed:

Optum Financial, Inc.
11000 Optum Circle
Eden Prairie, MN 55344

Upper Merion Township
175 W Valley Forge Road
King Of Prussia, PA 19406

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Internal Control No. 00926935.0

EXHIBIT A

NOTIONAL, TRANSPORTATION, CONTINUATION AND/OR HEALTH SAVINGS ACCOUNT SERVICE EXHIBIT

1. Customer Obligations

1.1. **FSA, RRA, HRA, HSA On Demand and/or Lifestyle Account Services.** If FSA, RRA, HRA, HSA On Demand and/or Lifestyle Account Services are listed in Schedule A-2, Customer shall provide Optum with contribution amounts allocated to each Participant.

1.1.1. **Participant Accounts.** Optum will establish Participant accounts for each Participant for whom it receives complete enrollment information. Optum is not responsible for determining if such Participants are eligible under the terms of the Services.

1.1.2. **Lifestyle Accounts.** For the Lifestyle Account Services, Participant must provide Optum with the following information for Optum to approve or deny the submission:

1.1.2.1. self-identified claim amount, to be confirmed by matching to receipt;

1.1.2.2. self-identified claim type, meaning the category and related subcategory;

1.1.2.3. receipt date to ensure the expense is within the proper Plan period; and

1.1.2.4. an attestation that the expense is qualified under the Plan.

Optum shall not review or determine whether the activity, product, or service listed on the receipt is consistent with the category selected or that the expense on the receipt is a qualified expense under the Plan. Optum shall rely on the Participant's attestation that the expense reimbursement requested is eligible under the Plan to pay the claim. Optum is not responsible for identifying Participants who lie or make mistakes in their selections. Customer agrees to hold Optum harmless for any claims later identified as mistaken or fraudulent.

1.2. **Transportation Services.** If transportation services are listed in Schedule A-2:

1.2.1. Customer shall provide Optum with contribution amounts allocated to each Participant.

1.2.2. Optum will notify Customer in writing by facsimile or electronically of the dollar amount of transportation claims processed for payment on a pre-arranged, periodic basis. Claim processing reports will be provided to Customer, if requested.

1.2.3. Liability for and payment of all transportation reimbursement claims shall be the responsibility of Customer and in no event shall Optum be responsible for any such claims and costs. If Customer does not remit funds to Optum's transportation reimbursement account prior to the time Participant reimbursements are required to be made, Optum reserves the right to immediately suspend reimbursements and terminate Customer's right to use direct deposit as a method of Participant reimbursement. Optum's right to terminate use of direct deposit is in addition to any rights granted to Optum in the Agreement.

1.2.4. **Administration and Recordkeeping.**

1.2.4.1. **Enrollment.** Optum will allow eligible Employees to elect transportation benefits through its web portal or Customer Service Center. Optum is not responsible for determining if Employees are eligible under the terms of the Plan. It is the Customer's responsibility to determine which

Employees are eligible for the commuter benefit and to only send Optum enrollment data for such eligible Employees. Optum shall not be responsible for the provision of Services to any ineligible Employee for which enrollment data is sent by Customer. Customer shall reimburse Optum for any such erroneously enrolled Employees at the standard rate set forth in **Schedule A-2**.

1.2.4.2. Payroll Deductions. Customer agrees to establish a pre-tax and post-tax payroll deduction for the Plan. Within seven (7) business days after the monthly benefit election cut-off date, Optum will provide Customer with a monthly payroll deduction file showing the amount of the pre-tax and post-tax elections for each Employee who elected benefits for that month and the cost associated with any active cards.

1.2.4.3. Transfer of Funds. Customer agrees to advance benefit payments on behalf of the Plan by transferring funds from its own general assets to Optum in an amount equal to the monthly benefits selected by the Employees plus the cost associated with any active cards held by the Participants. Optum will notify Customer of the monthly amount due within three (3) days of the monthly benefit election cut-off-date. Customer agrees to advance the funds to Optum within one (1) day of Optum's notification of the amount due. Customer will allow Optum to initiate such transfer via ACH EFT from Customer's designated bank account. If Customer offers a parking reimbursement account for Employees, the funding of the reimbursement account will follow the process outlined in Section 1.3 of this Service Exhibit.

1.2.4.4. Election and Distribution of Commuter Benefits.

1.2.4.4.1. Elections. Employees must select their commuter benefits for the following month by no later than the 10th calendar day of the preceding month. All elections must be entered by the 10th calendar day of the month and no changes or additions will be allowed after the 10th calendar day.

1.2.4.4.2. Distribution. Optum or its designated agent will purchase and mail directly to Employees' address of record on the Optum system 95% of all elected vouchers and fare media by the 23rd of the month and >99% by the 26th of the month. Optum will not be liable for late distribution where delivery was caused by transit agencies or voucher providers. For those Participants who have elected direct payment of their parking providers, Optum or its designated agent will directly pay the parking garage on behalf of the Participant.

1.2.4.5. Never Received or Lost Pass/Media Policy. Optum will replace at no cost one (1) lost pass per Employee per year. Additional refund requests per Employee will be charged to the Customer at the rate of \$3.00 per return.

1.3. Funding.

1.3.1. Imprest Funding.

1.3.1.1. If FSA, RRA and/or HRA, Transit, Lifestyle Accounts, or HSA On Demand Services are listed in **Schedule A-2** and Customer is set up with an imprest banking model:

1.3.1.2. Optum will open and maintain a bank account (the "Bank Account") for the purpose of reimbursing claims and paying expenses and fees. Customer acknowledges that funds in the Bank Account may be aggregated with funds belonging to other customers at an omnibus level,

provided, however, all recordkeeping is conducted on an individual company basis using sub-accounts, which results in the funding and payment of claims using only the Plan funds of the appropriate Customer.

1.3.1.3. Customer shall maintain a required minimum funding balance with Optum of expected claim activity, as determined by Optum. Optum shall have sole discretion to require Customer to: (i) transfer additional funds to the Bank Account; (ii) maintain a higher minimum balance in the Bank Account; (iii) change the frequency or timing of fund transfers into the Bank Account; or (iv) change the method of fund transfers into the Bank Account. Optum will periodically notify Customer of the amount due for reimbursing processed reimbursement claims and fees. Upon receiving such notice, Customer shall fund the Bank Account with the designated amount immediately but no later than within one business day. The Customer shall not provide Optum with Plan assets to fund the Bank Account. The Bank Account must be funded with Customer's general assets and funding must be made before the start of the initial Plan year.

1.3.1.4. Customer grants Optum the right to access information regarding the balance in Customer's corporate funding bank account. If Customer fails to comply with any material funding or financial obligations or if Optum determines Customer's financial condition has deteriorated, Customer authorizes Optum to initiate Automated Clearing House ("ACH") or wire transfers from Customer's corporate funding bank account to the Bank Account in an amount needed to pay for reimbursement claims processed and/or fees that are due to Optum.

1.3.1.5. If Customer does not fund the Bank Account with required amounts to maintain the minimum balance, Customer must immediately correct the deficiency and provide prompt notice to Optum of such correction. In the event that Customer fails to maintain the required minimum balance, Optum may, in its sole discretion (i) terminate the Agreement or the portion of the Agreement related to FSA and/or HRA services; (ii) suspend any or all Services; or (iii) stop payments on uncashed reimbursement checks.

1.3.1.6. Liability for and payment of all reimbursement claims, shall be the responsibility of Customer and in no event shall Optum be responsible for any such claims and costs.

1.3.1.7. When the Agreement terminates, the funding method set forth in Section 3.1.1 of this Service Exhibit shall remain in place for a period of twelve (12) months following run-out to allow reimbursement checks to clear.

1.3.2. **Unsubstantiated Claims/Ineligible Expenses.** If a Participant is not able to substantiate a claim, or if payment for an expense is advanced through the debit card and subsequently deemed ineligible for reimbursement, Optum will offset against future contributions, and if necessary, attempt to collect these amounts from the Participant. Where Optum is unsuccessful, Customer will be responsible for collecting such amounts. Optum will make data available to the Customer that identifies the Employees and amounts to enable Customer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the Participant's paycheck or to add to the Participant's taxable wages, as allowed by state law.

1.3.3. **Uncashed Checks.** If a Participant's claim is issued by check and the funds associated with the check remain unclaimed at the end of the Plan year following the Plan year in which the claim was incurred, Optum will void the check and attempt to return the funds to the Participant's account balance if allowed by the Plan. If the funds may not be returned to the Participant's account balance, then the funds will be forfeited to the Plan.

1.4. **Debit Card.** If Customer has elected to receive Debit Cards:

1.4.1. Customer acknowledges and agrees that Participants will be subject to the terms and conditions of the cardholder agreement distributed with the Debit Card.

1.5. **COBRA Services.** If COBRA Services are listed in **Schedule A-2**:

1.5.1. Customer shall notify Optum in writing of all of Customer's Plans with respect to which, Optum will provide COBRA-related Services during implementation and Services may not be administered until the information is provided. Customer shall provide Optum with timely notice of Plan termination, amendment, or any other event that may affect a qualified beneficiary's right to COBRA or the type of benefits received or the contributions due under COBRA. Customer must: provide all required Plan information, rules and rates; provide carrier contact information; provide complete member data via approved file for takeover accounts paid through to the Service start date; notify members of new COBRA Administration provider.

1.5.2. Customer shall provide Optum with notice of a qualifying event immediately, but no later than permitted by applicable laws and regulations. Customer shall provide Optum with any information requested relating to a qualifying event. Customer must: provide all required demographic and coverage information for COBRA eligible Employees within 30 days of Qualifying Event using Optum's standard format; provide accurate and timely changes to data that will impact continuant coverage, or enrollment in any COBRA Plans using standard layout; provide subsidy amounts to be applied when applicable; notify carrier vendors of original termination of benefits; rehires to be communicated within 30 days via file; review all reports submitted by Optum and notify Optum of errors as soon as possible, but no later than ninety (90) days after report is rendered; correct all errors in any data files or other materials provided by Optum or correct any action taken directly with a carrier or other third party.

1.5.3. Customer shall establish and notify Optum of the continuation contribution due under each Plan in which a qualified beneficiary has coverage, including immediate notification of any changes to any contributions for such coverage. Customer must provide Optum with written notice of changes to COBRA continuation contribution rates (a "Rate Change Notice") at least thirty (30) days prior to such rate change (the "Rate Change Notice Date"). In the event that Customer is unable to provide the Rate Change Notice before the Rate Change Notice Date, Customer acknowledges and agrees that it is responsible for the difference between the previous COBRA continuation contribution rate and the new COBRA continuation contribution rate until such time as the new COBRA continuation contribution rate is applied to the applicable qualified beneficiary. Customer must: notify Optum in writing of any changes in carriers and/or health plan(s) at least sixty (60) days prior to the effective date of the change; notify Optum in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium. Customer is responsible for creation and delivery of Open Enrollment materials, unless Customer opts to retain Optum for this service subject to the Optional Services Fees in **Schedule A-2**.

1.5.4. Customer shall notify Optum within ten (10) business days after receiving notice from a qualified beneficiary that they have been determined to be disabled by the Social Security Administration or has been determined to no longer be disabled by the Social Security Administration pursuant to Title II or XVI of the Social Security Act.

1.5.5. Customer shall remain solely responsible for deciding any appeal.

1.6. **Retiree and Direct Billing Services.** COBRA, Retiree, and Direct Billing shall collectively be referred to as the "Continuation Services". If Retiree and Direct-Billing Services is listed in **Schedule A-2**:

1.6.1. Customer shall notify Optum in writing of all of Customer's Plans with respect to which, Optum will provide Continuation Services during implementation and Services may not be administered until the

information is provided. Customer shall provide Optum with timely notice of Plan termination, amendment, or any other event that may affect a qualified beneficiary's right to continuation coverage or the type of benefits received or the contributions due under such continuation coverage. Customer must: provide all required Plan information, rules and rates; provide carrier contact information; provide complete Employee census information; notify members of new Continuation Services provider.

1.6.2. Customer shall provide Optum with notice of an enrollment in Continuation Services immediately, but no later than permitted by applicable laws and regulations. Customer must: provide all required demographic and coverage information for retiree and direct-billing eligible Employees; provide accurate and timely changes to data that will impact Participant coverage, or enrollment in any retiree-billing Plans; provide subsidy amounts to be applied when applicable; provide all communications to carriers regarding coverage changes; communicate rehires within 30 days; notify Optum of any report corrections as soon as possible, but no later than ninety (90) days after the report is rendered; correct all errors in any data, files or other materials provided by Optum or correct any action taken directly with a carrier or other third party.

1.6.3. Customer shall establish and notify Optum of the continuation contribution due under each Plan in which a qualified beneficiary has coverage, including immediate notification of any changes to any contributions for such coverage. Customer must provide Optum with written notice of changes to continuation contribution rates (a "Rate Change Notice") at least thirty (30) days prior to such rate change (the "Rate Change Notice Date"). In the event that Customer is unable to provide the Rate Change Notice before the Rate Change Notice Date, Customer acknowledges and agrees that it is responsible for the difference between the previous continuation contribution rate and the new continuation contribution rate until such time as the new continuation contribution rate is applied to the applicable qualified beneficiary. Customer must: notify Optum in writing of any changes in carriers and/or health plan(s) at least sixty (60) days prior to the effective date of the change; notify Optum in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium. Customer is responsible for creation and delivery of Open Enrollment materials, unless Customer opts to retain Optum for this service subject to the Optional Services Fees in **Schedule A-2**.

1.6.4. Customer shall remain solely responsible for deciding any appeal.

1.6.5. No run-out services under Section 7.2 of the Agreement shall be performed for Continuation Coverage Services accounts, if applicable.

2. **Exhibit A Service Fees.** Customer will pay Optum fees for the Services provided under this Service Exhibit as set forth in **Schedule A-2** attached hereto.

SCHEDULE A-2 TO EXHIBIT A

NOTIONAL, TRANSPORTATION, CONTINUATION AND/OR HEALTH SAVINGS ACCOUNT SERVICES FEE SCHEDULE

The following are the administrative Services Optum has agreed to provide to Customer at the rates set forth herein.

Product Name	Rate Type	Rate Period	Fee Rate*
HRA	Per Account	Per Month	\$4.00**

***Monthly Minimums. The following monthly minimums apply:**

\$150.00 Minimum administrative fee for all health benefit account plans. Monthly minimum is waived if bundled with HSA.

****This amount to be paid by Empower for the benefit of Upper Merion Township.**

Health Benefit Account Administration	
Service Category	Fee
Implementation Fee	Waived
Annual Fee	\$2000**
HRA Fee (Paid By Participant)	0.60% of relevant investment balance.

Optional Services

(Selected by Customer during implementation or at any time during the Term of the Agreement)

Service	Fee
Health Benefit Account Administration	
Template RRA, HRA or Cafeteria Plan Master Plan Document and Summary Plan Description (SPD) for review by Customer's legal counsel	\$250
Premium Only Plan (POP) Documents	\$250
Amendments to Plan Document templates furnished by Optum and for review by Customer's legal counsel	\$250
For first set of cafeteria plan non-discrimination tests (key employee concentration and 55% average benefits test) per Plan year	\$350
Each subsequent set(s) of cafeteria Plan non-discrimination test for same Plan year	\$100
Attend employee meeting plus travel expenses Contiguous meetings at same location are available at \$150 per meeting. Fee waived for meetings with >500 employees in attendance	\$750 per day for in person enrollment meetings, no charge for virtual enrollment meetings
Run-out period after Customer has terminated Services	Relevant product fee
Reformatting a file to meet Optum standard layout requirements	\$500 per file
Non-standard programming	\$150 per hour

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“BAA”) is incorporated into and made part of the Agreement by and between Optum, on behalf of itself and its subsidiaries and affiliates (“Business Associate”), and Customer (“Covered Entity”), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. DEFINITIONS.

- 1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, “HIPAA”).
- 1.2 “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.
- 1.3 “PHI” means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.
- 1.4 “Privacy Rule” means the federal privacy regulations, and “Security Rule” means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).
- 1.5 “Services” means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable “Security Incident” shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).
- 2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity’s approval of the notification text. Business Associate shall pay for the reasonable

and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 (a) after receiving a written request from Covered Entity, make available within ten business days to Covered Entity information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(b) after receiving a written request from an Individual, promptly make available to the Individual information necessary for an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. § 164.528.

2.8 (a) provide access to Covered Entity, within ten business days after receiving a written request from Covered Entity, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

(b) provide prompt access to an Individual after receiving a written request from such Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 (a) to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

(b) to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, promptly make available, after a written request by an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY. Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI. Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set (“LDS”) and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

5. TERMINATION.

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate’s subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate’s use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or

this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. **MISCELLANEOUS.** The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 2, 3, 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.



ARRO Consulting, Inc.
321 North Furnace Street, Ste 200
Birdsboro, PA 19508
P: (610) 374-5285

July 3, 2023

Geoff Hickman
Director of Public Works
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

RE: Upper Merion Township;
Abrams PS/Valley Brook PS/Trout Run PS
Equipment Replacement;
Payment Application #5
ARRO # 10962.14

Dear Geoff,

Please find one (1) electronic copy of Application for Payment No. 5, period ending June 30, 2023, from Blooming Glen Contractors (Blooming Glen) for the above referenced project. We have reviewed the application in accordance with the work completed to date.

We recommend that the Township approve payment to Blooming Glen, in the amount of \$40,905.36 for this Application.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, reading "William L. Bohner, Jr.", is written over a light blue circular stamp.

William L. Bohner, Jr., P.E.
Project Manager

Enclosures

c: Robert McKernan – Upper Merion Township
Blooming Glen Contractors

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543
P: (717) 569-7021 | www.arroconsulting.com

OUT-IN-FRONT. EVERY STEP OF THE WAY.

TO (OWNER): Upper Merion Township PROJECT NO.: 10962.14

PERIOD TO: 06/30/2023

FROM (CONTRACTOR): Blooming Glen Contractors Inc., Water and Wastewater Services

CONTRACT DATE: 1/13/22

CONTRACT FOR: Abrams PS/Valley Brook PS/Trout Run Main PS Equipment Replacement

PAGE 1 OF 2

CHANGE ORDER SUMMARY		ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
C001	05/17/22	81,120.06	
TOTALS		81,120.06	
Net change by Change Orders		81,120.06	

1. ORIGINAL CONTRACT SUM	\$ 452,081
2. Net change by Change Orders	\$ 81,120.06
3. CONTRACT SUM TO-DATE (Line 1±2)	\$ 533,201.06
4. TOTAL COMPLETED TO-DATE (Columns D+E on Page 2)	\$ 398,700.64
5. RETAINAGE:	
a. 10 % of Completed Work	\$ 39,870.06
b. _____ % of Stored Materials	\$ 0
TOTAL RETAINAGE	\$ 39,870.06
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$ 358,830.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Application)	\$ 317,925.22
8. CURRENT AMOUNT DUE	\$ 40,905.36
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 174,370.48

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) title to all 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, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

Payment of the above CURRENT AMOUNT DUE is recommended.

Dated June 30 2023

Dated 7/3 2023

Carly Henry

William D. [Signature]

By Carly Henry, President & Asst. Secretary
(Authorized Signature)

By ARRO Consulting, Inc.
ENGINEER / OWNER
(Authorized Signature)

Jennifer S. Kratz

Commonwealth of Pennsylvania - Notary Seal
Jennifer S. Kratz, Notary Public
Montgomery County
My commission expires July 30, 2024

APPLICATION FOR PAYMENT NO.

5

CONTRACT FOR: Abrams PS/Valley Brook PS/Trout Run Main PS Equipment Replacement

PERIOD TO: 06/30/2023

PROJECT NO.: 10962.14

PAGE 2 OF: 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	% Completed and Stored to Date (G+C)	H Balance to Finish (C-G)	Retainage
			D Previous Applications	E This Period					
1000-0001	BOND COST	\$9,138.00	9,138.00			9,138.00	1.000		913.50
1000-0002	PERMITS FEE	\$1,591.00	1,591.00			1,591.00	1.000		159.10
2000-0001	MOBILIZATION	\$3,195.00	3,195.00			3,195.00	1.000		319.50
2000-0002	FLOOR REPAIRS	\$1,247.00						1,247.00	
2000-0003	PURCHASE OF ALL ABRAMS PIPE & VALVES	\$80,764.00	80,764.00			80,764.00	1.000		8076.40
2000-0004	MATSUNK DISCHARGE VALVES	\$24,015.00	14,409.00			14,409.00	0.600	9,606.00	1440.90
2000-0005	TROUT RUN DISCHARGE VALVES	\$24,015.00						24,015.00	
2000-0006	FLOW METER REPLACEMENTS	\$62,468.00	24,267.20			24,267.20	0.400	37,200.80	2426.72
3000-0001	BYPASS	\$5,477.00	5,477.00			5,477.00	1.000		547.70
3000-0002	DEMOLITION	\$8,631.00	8,631.00			8,631.00	1.000		863.10
3000-0003	PURCHASE OF ALL VALLEY BROOKE MAT'L	\$36,988.00	36,988.00			36,988.00	1.000		3698.80
3000-0004	PIPE REPLACEMENT	\$11,403.00	11,403.00			11,403.00	1.000		1140.30
3000-0005	PUMP STATION REHAB	\$6,942.00	6,942.00			6,942.00	1.000		694.20
3000-0006	RESTORATION	\$82.00	82.00			82.00	1.000		8.20
4000-0001	DEMOLITION	\$6,099.00	6,099.00			6,099.00	1.000		609.90
4000-0002	FLOOR REPAIRS	\$836.00	836.00			836.00	1.000		83.60
4000-0003	CONCRETE	\$4,611.00	4,611.00			4,611.00	1.000		461.10
4000-0004	PURCHASE OF ALL TROUT RUN MAT'L	\$136,879.00	122,879.00			122,879.00	0.900	13,000.00	12287.90
4000-0005	PPING MODIFICATIONS	\$3,474.00	3,474.00			3,474.00	1.000		347.40
4000-0006	NEW PUMP & CONTROLS	\$9,145.00	4,572.50			4,572.50	0.500	4,572.50	457.25
5000-0001	MISC EXCAVATION	\$1,275.00	1,275.00			1,275.00	1.000		127.50
5000-0002	MISC 2A FILL	\$618.00						618.00	
5000-0003	MISC FORMED CONCRETE	\$2,870.00	574.00			574.00	1.000	2,296.00	57.40
5000-0004	MISC ASPHALT PAVING	\$6,880.00						6,880.00	
5000-0005	PERMITS & INSPECTIONS	\$7,500.00	7,500.00			7,500.00	1.000		750.00
CO No.	CHANGE ORDERS								
5000-0004	EXCAVATE & EXPOSE MATSUNK FM	\$7,580.00		7,580.00		7,580.00	1.000		758.00
5000-0005	WET TAP & LINE STOP COMPLETE INSTALL S	\$30,264.00		30,264.00		30,264.00	1.000		3026.40
5000-0006	BYPASS RENTAL, SETUP AND REMOVAL	\$31,770.00						31,770.00	
5000-0007	PURCHASE & INSTALL BYPASS PIPING & VA	\$7,895.60		7,895.60		7,895.60	1.000		789.56
5000-0008	STORE, BACKFILL, RESTORATION	\$2,387.12						2,387.12	
5000-0009	BOND COST	\$1,512.54	1,512.54			1,512.54	1.000		151.25
Totals			353,250.24	45,450.40		398,700.64	74.8%	134,500.42	39,870.06



WHITMOYER BUICK-CHEVROLET, INC.

Jared Balton | 717-653-7080 | jbalton@whitmoyerautogroup.com

Prepared for: **Mr. Blaine Leis - Lieutenant of Auxiliary Services**

Deputy Chief of FIRE & EMS

Upper Merion Township Police Department

175 W. Valley Forge Road

King of Prussia, PA 19406

Office: 610-205-8504

Email: bleis@umtownship.org



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck
VIN: 3GCUDAED0PG293184 | Stock#: FG93184





Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MI2
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.8	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP3023/4
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.69
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	19 MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 MPG	Fuel Economy Est-Combined	17 MPG
Cruising Range - Hwy	456.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year 10.4 EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2845 lbs
Curb Weight - Rear	1981 lbs	Option Weight - Front	218.00 lbs
Option Weight - Rear	134.00 lbs	Reserve Axle Capacity - Front	737.00 lbs
Reserve Axle Capacity - Rear	1685.00 lbs	As Spec'd Curb Weight	5178.00 lbs
As Spec'd Payload	1922.00 lbs	Maximum Payload Capacity	2274.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4826.00 lbs	Reserve Axle Capacity	2422.00 lbs
Total Option Weight	352.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7100.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9400 lbs	Wt Distributing Hitch - Max Tongue Wt.	940 lbs
Fifth Wheel Hitch - Max Trailer Wt.	9300 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2325 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Chassis

Frame

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	3800 lbs	Spring Capacity - Rear	3850 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3800 lbs	Axle Capacity - Rear	3800 lbs
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QAE	Rear Tire Order Code	QAE
Spare Tire Order Code	RMW	Front Tire Size	275/60R20SL
Rear Tire Size	275/60R20SL	Spare Tire Size	275/60R20
Front Tire Capacity	3800 lbs	Rear Tire Capacity	3800 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	20 x 9 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.9 ft	Turning Diameter - Wall to Wall	N/A

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10543	2023 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$44,600.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	\$1,595.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

TRANSMISSION

CODE	DESCRIPTION	MSRP
MI2	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (9C1) Police Pursuit Package, (5W4) Special Services Package or (FHS) E85 FlexFuel capability.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel (Included and only available with (9C1) Police Pursuit Package.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
QAE	Tires, 275/60R20SL all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	Inc.

SPARE TIRE

CODE	DESCRIPTION	MSRP
RMW	Tire, spare 275/60R20 all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	Inc.

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim (On 1WT models requires (ZLQ) WT Fleet Convenience Package and (A2X) 10-way power driver seat adjuster. Not available with (ZW9) pickup bed delete.)	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Police Pursuit Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (K34) cruise control, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration (Requires (Z71) Z71 Off-Road Package or (Z7X) Suspension Package. Requires CK10543 4WD Crew Cab Short Bed, (L84) 5.3L EcoTec3 V8 engine and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (5W4) Special Service Package.	\$4,720.00
AMF	Remote Keyless Entry Package Includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense. (Requires Crew Cab C*10*43 model.)	\$75.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, (Z82) Trailering Package and AT or MT tires. Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case. Not available with (L3B) 2.7L Turbo engine.)	\$0.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	\$395.00
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	\$370.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc (Included and only available with (9C1) Police Pursuit Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package.)	\$275.00
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.)	Inc.
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.)	Inc.

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
5J9	Calibration, Taillamp Flasher, Red/White Calibration flashes back-up (white) and brake (red) lamps alternately when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red Calibration flashes back-up (red) and brake (red) lamps alternately when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
6J7	Flasher System Headlamp and taillamp, DRL compatible with control wire (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
7X3	Spotlamp, Left-hand pillar mounted, LED (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru. Not available with any other SEO spotlamps.)	\$1,020.00
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	\$200.00
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$150.00
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Pursuit Package.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	\$125.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J1	Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.
5T5	Seats, Front cloth and second row vinyl (Requires C*10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	\$0.00
6E2	Key, common All keys are coded alike. Not compatible with Tahoe or prior years Silverados equipped with SEO 6E2 (Requires C*10*43 model, (5W4) Special Service Vehicle or (9C1) Police Pursuit Package, (SAF) spare tire lock and Government type order.)	\$25.00
6N5	Inoperative rear windows (Requires C*10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	\$50.00
6N6	Door locks and handles Inside rear doors inoperative (doors can only be opened from outside) (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	\$69.00
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package, (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	\$290.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Includes (UBI) USB ports on Crew and Double Cab models only. Requires (QT5) EZ Lift power lock and release tailgate. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	(\$50.00)
RFO	Not Equipped with USB ports, rear, see dealer for details (Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.) *CREDIT*	(\$25.00)
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
UTQ	Alarm, Horn Content Theft Deterrent, Disabled Calibration disables the horn for the theft deterrent alarm (Requires C*10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package..)	\$75.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
VQO	LPO, Black work step (dealer-installed) (Included with (PDW) Assist Step and Tonneau Value Package I, LPO. Not available with any other assist steps.)	\$495.00

ADDITIONAL EQUIPMENT - OTHER


CODE	DESCRIPTION	MSRP
VQ2	Fleet Processing Option	\$0.00
Options Total		\$9,854.00

Quote Worksheet

	MSRP
Base Price	\$44,600.00
Dest Charge	\$1,795.00
Total Options	\$9,854.00
Subtotal	\$56,249.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$7,500.00)
Subtotal Discount	(\$7,500.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$48,749.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$48,749.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.




Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete)

06/22/2023

Dealer Signature / Date

Customer Signature / Date

 At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.

Cathy Dolan

From: Tina Garzillo
Sent: Tuesday, July 11, 2023 5:38 PM
To: Cathy Dolan
Cc: Anthony Hamaday
Subject: Fw: ECDC

Cathy - is this email from Pam sufficient for her resignation or does she need to do anything else? In addition to this?

Tina Garzillo
Chairperson, Upper Merion Board of Supervisors
tgarzillo@umtownship.org
(C) 484 744-0226

Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406
610 265-2600
www.umtownship.org

"What people do for themselves dies with them; what people do for their communities lives on ..."

From: Pam Forster <map.forster@gmail.com>
Sent: Tuesday, July 11, 2023 5:34:12 PM
To: Rachel Zobel (rachzobel@gmail.com); Tina Garzillo; Anmol Darooka; Priscilla Rosenwald; Koren Draper; Dawn Lindberg; Ken Parker - ECDC (kennethdparker@gmail.com)
Cc: Anthony Hamaday
Subject: ECDC

Good afternoon,

After careful consideration, I am going to have to resign my position as the Chair of the ECDC and the ECDC.

This was not an easy decision for me, but due to health and work/family obligations I feel I am not able to fulfill my commitment to the committee adequately.

I wish you all the best and much success in the initiatives you have all chosen. If anyone has any questions on the initiatives I was working on and wants to carry them on, I am happy to share my contacts or anything I can.

Take care!

Pam

PETITION PURSUANT TO UPPER MERION TOWNSHIP LOCAL TAXPAYER BILL OF RIGHTS

RECEIVED

JUN 08 2023

Instructions to Taxpayer: This is the Official form to be used to Petition the Upper Merion Township Hearing Officer for review of a tax assessment determination. This form is to be used only with respect to the taxes you have paid to Upper Merion Township. This form is not to be used for any action relating to assessment of real estate taxes.

All information requested in this form must be given. If you fail to provide any requested information, this petition will be null and void. This petition must be delivered, by mail, personal delivery, or other carrier, addressed as follows:

Local Taxpayer Bill of Rights, Hearing Officer
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406

You will be notified by the Hearing Officer of the date of your hearing, which will be within 60 days of the date the Hearing Officer receives this properly completed Petition from you. You must appear before the Hearing Officer on the date and at the time designated by the Hearing Officer. If you fail to appear, the Hearing Officer will deny your petition. You should review the Local Taxpayer Bill of Rights available from the Upper Merion Township Business Tax Office.

1. Name of Taxpayer: 1045 First Avenue Partners, LP

2. Physical Address of Taxpayer: 1045 First Avenue
King of Prussia, PA 19046

3. Mailing Address of Taxpayer if different from above:
1045 First Avenue Partners, LP
c/o Somerset Properties, Inc.
275 Commerce Drive, Ste 300
Ft Washington, PA 19034

4. Daytime Telephone Number of the Taxpayer. 267-297-4341

5. If the taxpayer is not an individual, state the name of the person affiliated with the taxpayer to whom correspondence and other notices should be directed, the title of the named individual, and the daytime telephone number of the named individual:

Name: Colleen West, Sr Property Accountant
Address: 275 Commerce Drive, Ste. 300
Ft. Washington, PA 19034
Telephone No. 267-297-4341

4. Federal Employer Identification Number or Social Security Number of the Taxpayer: 223913428

5. This is a petition relating to the following tax:

- Business Privilege/Mercantile Tax
- Itinerant Merchant Tax
- Occupational Privilege Tax
- Amusement Tax
- Real Estate Transfer Tax
- Video Programming Tax
- Solid Waste Tonnage Tax

6. Is this Petition requesting a refund?

- No. (If no, go to question 7). Yes. (If yes, provide the information requested below).

a. This Refund Petition relates to taxes for the following tax year(s):

<u>Tax Year</u>	<u>Amount to be Refunded</u>
_____	_____
_____	_____
_____	_____
_____	_____

b. Did you file a tax return or report with respect to the tax you want refunded?

- Yes. No.

c. If you filed a tax return or report with respect to the tax you want refunded, state the date on which you filed the tax return or report:

d. With respect to each payment of taxes, or portion thereof, which you seek to have refunded, state the date on which each payment was made, and the amount of each payment.

<u>Amount</u>	<u>Date of Payment</u>
_____	_____
_____	_____
_____	_____
_____	_____

e. Attach copies of the tax return(s) or report(s) you filed relating to the tax(es) you want refunded. Also attach copies of cancelled checks or other receipts showing the amounts paid.

7. Is this Petition requesting a reassessment of taxes?

No. (If no, go to question 8). Yes. (If yes, provide the information requested below).

- a. State the date of the tax assessment notice, notice of underpayment, or other notice you received from the Township concerning the assessment of this tax.

- b. You must attach a copy of the Tax Assessment Notice, Notice of Underpayment, or other notice you received from the Township concerning the assessment of this tax.
- c. Attach copies of any tax report(s) or return(s) you filed concerning the assessed tax(es), your federal or state tax return for the year covered by the assessed tax, and any other documents you believe will help the Hearing Officer in considering your request for reassessment.

8. State the nature of your claim for refund or reassessment and include details as to the accounting and legal basis for your claim (please attach additional sheets of paper, if there is not sufficient room below).

Contacted Tri-State Financial Group and was told BPT return must be postmarked by 4/18/23. I physically brought this to the post office on 4/17/23 and handed to the person at the post office desk to make sure it was post-marked timely. Tri-State Financial Group has this recorded as 4/27/23 post mark, which I believe is a typo. We are humbly requesting that penalties and interest be waived since the BPT return/payment were postmarked 4/17/23.

9. If the taxpayer is an individual, he/she must verify this Petition by completing the verification below:

VERIFICATION

I, _____, hereby certify that the information I have given in this Petition is true, complete, and correct to the best of my knowledge, information and belief. I make this verification under and pursuant to the penalties of 18 Pa. C.S. § 4909 (relating to unsworn falsification to authorities).

Sign: _____
Print Name: _____

10. If the taxpayer is not an individual, the taxpayer's representative must verify this Petition by completing the verification below:

VERIFICATION

I, Colleen West, hereby certify that I am authorized by the taxpayer to file this petition and make this verification. I hereby certify that the information I have given in this Petition is true, complete, and correct to the best of my knowledge, information and belief. I make this verification under and pursuant to the penalties of 18 Pa. C.S. § 4909 (relating to unsworn falsification to authorities).

Sign: Colleen West
Print Name: Colleen West
Title: Sr. Property Accountant

For Official Use Only

Postmark of Petition: _____

Date of receipt of fully completed Petition by Hearing Officer: _____

Action by Hearing Officer:

Petition is timely filed: yes no.

Notice to Township and Taxpayer of Hearing sent on _____

Hearing Held on _____

Taxpayer appeared failed to appear

DETERMINATION

AND NOW, this _____ day of _____, _____ (date and year), upon consideration of the Petition by _____ (taxpayer):

- The Petition is denied as having been untimely filed.
- The Petition is denied for failure of taxpayer to appear at hearing.
- I find in favor of the Township and the Petition is denied.
- I find in favor of the taxpayer and it is my recommendation that the Township make the following refund:

<u>Type of Tax</u>	<u>Tax Year</u>	<u>Refund Amount</u>
_____	_____	_____
_____	_____	_____

- I find in favor of the taxpayer and it is my recommendation that the Township reassess the taxes as follows;

<u>Type of Tax</u>	<u>Prior Assessment</u>	<u>Recommended Assessment</u>
_____	_____	_____
_____	_____	_____

Either party may appeal this determination to the Court of Common Pleas of Montgomery County Pennsylvania.

HEARING OFFICER

TRI-STATE FINANCIAL GROUP, LLC.

www.tfgtax.com

P.O. Box 38
Bridgeport, PA 19405-0038
Office: (610) 270-9520

408 East Fourth Street, Suite 106
Bridgeport, PA 19405-0038
Fax: (610) 270-9522

REQUEST FOR PAYMENT

May 30, 2023

SOMERSET PROPERTIES
1045 FIRST AVE.
KING OF PRUSSIA PA 19406

Re: UPPER MERION TWP
Account #0000065851

Dear Sir or Madam:

We have processed your 2022 Business Privilege and or Mercantile Tax return. In addition to previous payments remitted, the following balance remains to bring your return into compliance. Late fees are calculated on full amount of Tax Principal on due date of returns:

Tax Due	\$0.52
Penalty Due	\$110.25
Interest Due	\$13.78
=====	
Total Due	\$124.55

<input type="checkbox"/>	no check remitted	<input type="checkbox"/>	used incorrect estimate	<input type="checkbox"/>	used net income
<input type="checkbox"/>	calculation error	<input type="checkbox"/>	prior year(s) not filed	<input checked="" type="checkbox"/>	filed after due date
<input type="checkbox"/>	incorrect tax rate used	<input type="checkbox"/>	incorrect Philadelphia exclusion	<input type="checkbox"/>	mandatory estimate
<input type="checkbox"/>					

To avoid additional interest and further enforcement efforts, you must send your check or money order made payable to UPPER MERION TWP and mail to the Tri-State Financial Group, P.O. Box 38, Bridgeport, PA 19405. **Please respond to this communication no later than 6/29/2023.**

Should you dispute the validity of this debt or any portion thereof, you must advise us in writing within thirty (30) days of your receipt of this letter. If you fail to do so we will assume the debt to be valid.

In the event that you notify us within thirty (30) days of your receipt of this letter, that the debt, or any portion of the debt, is disputed, we will mail you a verification of the debt, or, if applicable, obtain a copy of the judgment. We will also provide you with the original creditor's name and address should it be different from the current creditor.

Should you fail to respond by the due date, we will recommend that our client commence an action against you to protect its rights. **If you have any questions, or would like to arrange for an agreement, you may reach our Settlement Group by calling (610) 270-9520 between the hours of 8:30am through 4:30pm EST, Monday through Friday.**

Please understand that this communication is from a debt collector and any information obtained will be used for the purpose of collecting this debt.

Sincerely,
Tri-State Financial Group, LLC
Compliance Division

****THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE****

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“**Agreement**”) is made and entered into effective _____, 2023, by and between the following Parties:

1. 215 Windsor LLC, a limited liability company organized under the laws of Pennsylvania, with its principal place of business located at 1950 Butler Pike, Unit 101, Conshohocken, Pennsylvania 19428 (“**215 Windsor**”); and

2. Upper Merion Township, which is a municipality existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, and the Upper Merion Township Board of Supervisors, which is the governing body of Upper Merion Township, each with a principal place of business located at 175 West Valley Forge Road, King of Prussia, Pennsylvania 19406 (collectively, “**Township**”).

RECITALS

WHEREAS, 215 Windsor is the owner of real property located at 450 West Beidler Road, King of Prussia, Pennsylvania 19406, Tax Parcel Nos. 580001021001 and 580001018004 (“**the Property**”);

WHEREAS, on or about November 16, 2020, 215 Windsor submitted a Preliminary/Final Subdivision and Land Development Plan to the Township pertaining to the Property;

WHEREAS, 215 Windsor sought subdivision and land development approval for the construction of townhomes on the Property;

WHEREAS, following receipt of review comments from various agencies and Township staff, as well as several extensions of time for the Township’s written decision, 215 Windsor submitted a revised Preliminary/Final Subdivision and Land Development Plan dated November 11, 2020, with a last revised date of October 12, 2022 (“**the Plans**”), depicting nine (9) townhomes and associated improvements on the Property;

WHEREAS, on or about December 14, 2022, the Township issued a written decision denying the Plans;

WHEREAS, on or about January 4, 2023, 215 Windsor filed a Land Use Appeal in the Montgomery County Court of Common Pleas at Docket No. 2023-00140, challenging the Township's denial of the Plans;

WHEREAS, on or about January 4, 2023, 215 Windsor also filed a Complaint in the Montgomery County Court of Common Pleas at Docket No. 2023-00143, alleging a deemed approval of its Preliminary/Final Subdivision and Land Development Plan and seeking an order compelling the Township to approve the Plans;

WHEREAS, through additional engineering review and subject to compliance with the conditions below, the parties are in agreement as to a resolution of the litigation set forth above and approval of the Plans;

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and releases herein contained, the parties agree as follows.

1. **Recitals and Controlling Terms**. The foregoing Recitals are incorporated by reference as if fully restated.

2. **No Admission of Liability**. The Parties understand and agree that this settlement is a compromise of disputed claims that is entered into to avoid the further expenditure of time, money and other resources, and that this Agreement and any and all consideration related hereto shall not be considered an admission of any sort by any of the Parties.

3. **Settlement Consideration.** The Township hereby approves the Plans (being 215 Windsor's revised Preliminary/Final Subdivision and Land Development Plan for the construction of nine (9) townhomes dated November 11, 2020, with a last revised date of October 12, 2022) subject to the following conditions:

- 215 Windsor shall comply with any outstanding Township Engineer and third-party agency review comments, as well as obtain all necessary outside agency approvals and enter into the standard development agreement, financial security agreement and stormwater management agreement associated with the development;
- 215 Windsor shall stabilize the banks of the existing drainage channel that separates lots 1-12 from lot 13 to the satisfaction of the Township Engineer by (1) performing tree removal along the embankment; (2) performing excavation of the embankment; (3) performing grading of the embankment (3:1 slope maximum); (4) placement of geotextile along embankment to reduce erosion; (5) placement of coir log at the toe of embankment slope; (6) placement of rock protection at HDPE pipe outlet along embankment; and (7) backfill scour below the HDPE outfall pipe; and

- The HOA Declarations shall provide that a reserve study by conducted every five (5) years to establish that appropriate funds are being set aside for the stormwater improvements and other HOA common areas, subject to review and approval by the Township Engineer as to the adequacy of those HOA funds.

The Parties further agree to the form and conditions of the Resolution for Preliminary/Final Land Development Plan Approval for 450 West Beidler Road to Construct Nine Townhouse Dwellings attached hereto as Exhibit A.

4. **The Parties' Mutual Release.** In exchange for the consideration set forth in Paragraph 3 above, each party to this Agreement, on their own behalf and on behalf of their successors, assigns and/or any others who may claim by or through them, hereby releases, acquits and forever discharges the other party, and each and all of their past and present elected officials, agents, employees, managers, officers, members or attorneys, as well as the Pennsylvania Intergovernmental Risk Management Association ("PIRMA"), Integrated Risk Management, Inc. (IRM), Sedgwick Claims Management Services, Inc, together with their attorneys, insurers, reinsurers, affiliates, directors, agents and assigns of and from, and hereby waives any and all claims, rights, demands and/or causes of action of every kind, nature and description, known or unknown, suspected or unsuspected, past or present, existing at any time from the beginning of time up to the effective date of this Agreement which any party hereto may have or claim to have against the other party, whether arising out of the above-referenced litigation (Docket Nos. 2023-00140 and 2023-00143) or otherwise, including, without limitation, claims for reimbursement of attorney's fees and litigation costs.

5. **Termination of Litigation.** 215 Windsor shall file a Stipulation of Dismissal of the Action with prejudice with the Court in Docket Nos. 2023-00140 and 2023-00143 within ten (10) days from the later date that this Agreement is fully signed. The Township Board of Supervisors shall approve a motion to approve execution of this Agreement and for approval of the Plans at a duly held Township meeting.

6. **Due Representation.** The Parties each represent and warrant that (a) they have the power and authority to enter into and perform the terms of this Agreement on behalf of their respective parties; (b) the execution of this Agreement has been duly and validly authorized (which authorizations have not been modified or rescinded and which remain in full force and effect); and (c) this Agreement constitutes a valid and binding agreement and obligation, enforceable in accordance with its terms.

7. **Representations and Warranties.** The parties acknowledge and agree that they are relying wholly upon their own and/or their own attorneys' judgments, beliefs, and knowledge concerning the terms of this Agreement, including any claims released and dismissed as a consequence of this Agreement, and the parties have not relied upon any statement, promises, representation, or warranty, other than those which are expressly set forth herein. The parties further acknowledge and agree that this Agreement was drafted by each of them and negotiated at arm's length; therefore, the parties agree that principles of law pertaining to construction of a document against a drafter do not apply.

8. **Governing Law.** All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the Commonwealth of Pennsylvania.

9. **Agreements Run with Land.** All covenants and agreements contained in this Agreement shall be construed as covenants running with the land, and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the parties hereto, respectively.

10. **Modification of Agreement.** This Agreement may not be modified except by a writing signed by each and every party hereto, or an authorized representative of each and every party.

11. **Integration Clause.** This Agreement contains and sets forth the entire Agreement between the parties with respect to the matters set forth herein, and there are no prior or contemporaneous, oral or written representations, warranties or collateral provisions that are not intended to be discharged and nullified by the execution of this Agreement.

12. **Cooperation.** The parties agree to cooperate in good faith to enforce the terms and intent of this Agreement, including signing any additional documents, as may be necessary from time to time.

13. **Counterparts.** This Agreement may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one Agreement. A facsimile or e-mail transmission of any of the signatures set forth below shall be as valid and enforceable as an original.

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND THAT THEY FULLY KNOW, UNDERSTAND AND APPRECIATE ITS CONTENT AND THAT THEY EXECUTE THE SAME VOLUNTARILY OF THEIR OWN FREE WILL.

215 WINDSOR, LLC

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

By: _____
Title: _____

By: Tina Garzillo
Title: Chairperson

Dated: _____

Dated: _____

Attest: _____
By: Anthony Hamaday
Title: Township Manager
Dated: _____

RESOLUTION 2023-23

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION FOR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
APPROVAL FOR 450 WEST BEIDLER ROAD
TO CONSTRUCT NINE TOWNHOUSE DWELLINGS**

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 (“Township”) desires orderly and appropriate land use and development to protect the health, safety, and welfare of residents; and

WHEREAS, 215 Windsor LLC (“Applicant”) is the equitable owner of 2.7 acres of land located at 450 West Beidler Road, Upper Merion Township, located in the Township’s R-3A Zoning District, and more specifically identified as Montgomery County tax parcel numbers 58-00-01021-00-1 & 58-00-01018-004 (collectively, “Property”);

WHEREAS, the Applicant is proposing to construct nine (9) townhouse dwellings in two rows of row houses with associated site grading, utilities, landscaping, lighting, erosion control and stormwater management (“Project”);

WHEREAS, the Applicant has filed with the Township a certain preliminary/final land development plan for the Project prepared by Trans-Pacific Engineering Corp., dated November 11, 2020, and last revised with a last revised date of October 12, 2022 (“Plan”);

WHEREAS, the Applicant now desires the Township approve the Plan pursuant to Section 508 of the Pennsylvania Municipalities Planning Code and in furtherance of the Settlement and Release Agreement entered between the Applicant and the Township contemporaneously with this Resolution (“Settlement Agreement”);

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. The Applicant must comply with and address all comments and conditions in the November 7, 2022 and December 6, 2022 Remington Vernick Engineers review letters, and any review letters related to the future amendments to the Plan to comply with the Settlement Agreement conditions, to the reasonable satisfaction of the Township Engineer.

2. The Applicant must comply with and address all comments and conditions in the October 31, 2022 McMahon Transportation Engineers and Planners traffic review letter, and any review letters related to the future amendments to the Plan to comply with the Settlement Agreement conditions, to the reasonable satisfaction of the Township's Traffic Engineer.
3. Applicant shall comply with and address the comments, recommendations, and conditions contained in the S C Engineers, Inc. November 4, 2022 review letter to the reasonable satisfaction of the Township Sanitary and Stormwater Authority Engineer.
4. Applicant shall comply with and address the comments, recommendations, and conditions contained in the Township Fire Marshal's January 26, 2022 Fire and Emergency Medical Services Department Memo.
5. A subsequent recordable plan shall be submitted for internal Township review that addresses all Township review letter requests for further Plan details and clarifications.
6. Applicant must comply with any applicable requirements of the Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to, obtaining any necessary 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.
7. Applicant must complete and record all required easements and/or maintenance agreements or declarations, including, but not limited to, a stormwater management facilities operation and maintenance agreement, in forms reasonably satisfactory to the Township Engineer and Township Solicitor prior to recording the Plan. Applicant will provide all necessary legal descriptions for any necessary easements.
8. 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 be issued by a "AAA" rate surety, or its equivalent, qualified to do business in Pennsylvania, and 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 reasonable attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve (12%) percent, 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.

9. 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 Plan shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.
10. 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 with the Township, 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.
11. Applicant shall pay all fees established by the Township Code related to the Project including any required EDU and/or tapping fees, if any, at or before the time of a building permit.
12. Applicant shall pay to the Township a fee in lieu of parkland according to Township's Subdivision of Land Ordinance and 2022 fee schedule at or prior to the time of Plan recording.
13. A condominium or homeowner's association ("Association") shall be formed to identify ownership and regulate 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.
14. Applicant shall comply with all conditions and terms of the Settlement Agreement. Such conditions and terms include, but are not limited:
 - A) A requirement to stabilize the banks of the existing drainage channel that separates lots 1-12 from lot 13 to the satisfaction of the Township Engineer by: (1) performing tree removal along the embankment; (2) performing excavation of the embankment; (3) performing grading of the embankment (3:1 slope maximum); (4) placement of geotextile along embankment to reduce erosion; (5) placement of coir log at the toe of embankment slope; (6) placement of rock protection at HDPE pipe outlet along embankment; and (7) backfill scour below the HDPE outfall pipe.
 - B) A requirement to have the Association declaration provide for a reserve study to be conducted every five (5) years to establish that appropriate funds are being set aside for the stormwater improvements and other Association common areas, subject to review and approval by the Township Engineer as to the adequacy of those Association funds.

B. Waivers. The Applicant has requested the following waiver 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:

a) **Section 145-27** – to not provide a preliminary plan and to allow for a single preliminary/final application, is hereby:

Granted Denied

b) **Section 145-10.E** – to not provide a 32-foot cartway width for West Beidler Road (i.e. 16’ half width), but instead provide a 13’ half width from the center line, is hereby:

Granted Denied

In the event that the Resolution is not delivered to the Township within ten days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied for the reasons set forth in the review letters listed above.

RESOLVED AND APPROVED this 13th day of July, 2023.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Anthony Hamaday, Township Secretary

By: _____
Tina Garzillo, Chairperson of
Upper Merion Township
Board of Supervisors

ACCEPTANCE OF CONDITIONS:

I/We, _____, being the authorized representative for the Applicant, do hereby acknowledge and accept the approval for the Plan issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein, as recited above.

APPLICANT: 215 Windsor LLC

By: _____

Print: _____

Date: _____

ATTEST:

Name: _____ Date: _____

**Upper Merion Township
Montgomery County, Pennsylvania
RESOLUTION NO. 2023-24**

WHEREAS, Upper Merion Township (“Applicant”) desires to undertake the following project:
Upper Merion Community Garden Meadow and Rain Garden Project; and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources (“Department”) a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled “Terms and Conditions of Grant” and a document entitled “Grant Agreement Signature Page”; and

WHEREAS, the applicant understands that the contents of the document entitled “Terms and Conditions of Grant,” including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant, and

NOW THEREFORE, it is resolved that:

1. The “Grant Agreement Signature Page” may be signed on behalf of the applicant by the official who, at the time of signing, has TITLE of Director of Parks and Recreation
2. If this Official signed the “Grant Agreement Signature Page” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of the signing.
3. If the applicant is awarded a grant, the “Grant Agreement Signature Page”, signed by the above Official, will become the applicant/grantee’s executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the TITLE specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the Upper Merion Township Board of Supervisors of the applicant this 13th day of July, 2023.

Upper Merion Township
Montgomery County, Pennsylvania

Tina Garzillo
Chairperson, Board of Supervisors

**Upper Merion Township
Montgomery County, Pennsylvania
RESOLUTION NO. 2023-25**

WHEREAS, Upper Merion Township (“Applicant”) desires to undertake the following project:
Upper Merion Crow Creek Trail Riparian Buffer Project.; and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources (“Department”) a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled “Terms and Conditions of Grant” and a document entitled “Grant Agreement Signature Page”; and

WHEREAS, the applicant understands that the contents of the document entitled “Terms and Conditions of Grant,” including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant, and

NOW THEREFORE, it is resolved that:

1. The “Grant Agreement Signature Page” may be signed on behalf of the applicant by the official who, at the time of signing, has TITLE of Director of Parks and Recreation
2. If this Official signed the “Grant Agreement Signature Page” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of the signing.
3. If the applicant is awarded a grant, the “Grant Agreement Signature Page”, signed by the above Official, will become the applicant/grantee’s executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the TITLE specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the Upper Merion Township Board of Supervisors of the applicant this 13th day of July, 2023.

Upper Merion Township
Montgomery County, Pennsylvania

Tina Garzillo
Chairperson, Board of Supervisors

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PA

RESOLUTION NO. 2023-26

Be it RESOLVED that the Township of Upper Merion, Montgomery County, hereby request a Multimodal Transportation Fund grant of \$612,000 from the Commonwealth Financing Authority to be used for the Moore Road Multimodal Trail and Linear Park Preliminary Design, Environmental Site Assessment and Environmental / Cultural Studies, Easement Acquisition and Administrative Costs.

Be it FURTHER RESOLVED that the Applicant does hereby designate Tina Garzillo, Chairperson, Township Board of Supervisors, as the official(s) to execute all documents and agreements between the Township of Upper Merion and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLVED, This 13th day of July 2023.

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

Attest: _____
Anthony T. Hamaday
Township Secretary

By: _____
Tina Garzillo, Chairperson
Board of Supervisors

I, Anthony T. Hamaday, duly Secretary of the Upper Merion Township Board of Supervisors, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Upper Merion Township Board of Supervisors at a regular meeting held on July 13, 2023 and said Resolution has been recorded in the Minutes of the Upper Merion Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Merion, this 13th day of July, 2023.

Anthony T. Hamaday
Township Secretary

**SUPERVISORS OF UPPER
MERION TOWNSHIP**

ACCOUNTS PAYABLE

INVOICES PROCESSED

June 1, 2023 to July 5, 2023

Approval Date: July 13, 2023

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
01102 Petty Cash			
PETTY CASH	UMFM CASH	01102 - 0500	200.00
	<i>Total Petty Cash</i>		200.00
01138 Due from Developers			
LAW OFFICE OF SEAN KILKENNY	121 EAST CHURCH RD: 1831 (LD)	01138 - 0000	350.00
	383 ANDERSON ROAD: 1687 (LD)	01138 - 0000	245.00
	677 WEST DEKALB PK: 1811 (LD)	01138 - 0000	52.50
	850 MANCILL MILL RD: 1787 (LD)	01138 - 0000	87.50
	MANCILL MILL HOTEL: 1659 (LD)	01138 - 0000	52.50
MCPMAHON ASSOCIATES INC	450 WEST BEIDLER RD: 1751 (LD)	01138 - 0000	292.50
	555 FLINT HILL ROAD: 1802 (LD)	01138 - 0000	471.25
REMINGTON & VERNICK ENGINEERS II, INC	121 EAST CHURCH RD: 1831 (LD)	01138 - 0000	1,165.00
	230 ARDEN ROAD: 1769 (LD)	01138 - 0000	82.50
	230 ARDEN ROAD: 1769 (LD)	01138 - 0000	165.00
	346 EAST CHURCH RD: 1800 (LD)	01138 - 0000	295.00
	450 WEST BEIDLER RD: 1751 (LD)	01138 - 0000	1,412.98
	555 FLINT HILL ROAD: 1802 (LD)	01138 - 0000	82.50
	555 FLINT HILL ROAD: 1802 (LD)	01138 - 0000	1,550.00
	624 COLUMBUS STREET: 1742 (LD)	01138 - 0000	778.10
	677 WEST DEKALB PK: 1811 (LD)	01138 - 0000	3,527.51
	730 HOBBS ROAD: 1761 (SWB)	01138 - 0000	168.28
	730 HOBBS ROAD: 1761 (SWB)	01138 - 0000	813.28
	GLASGOW TRACT: 1682 (SD)	01138 - 0000	5,163.33
	GLASGOW TRACT: 1682 (SD)	01138 - 0000	11,384.03
	LOSTY SUBDIVISION: 1481 (LD)	01138 - 0000	247.50
	LOSTY SUBDIVISION: 1481 LD)	01138 - 0000	2,140.44
	UM HIGH SCHOOL: 1694 (LD)	01138 - 0000	2,137.95
	UM HIGH SCHOOL: 1694 (LD)	01138 - 0000	6,958.79
	<i>Total Due from Developers</i>		39,623.44
01150 Gas/Diesel/Postage			
PETROLEUM TRADERS CORP	DIESEL: PW GARAGE	01150 - 2301	439.43
	DIESEL: PW GARAGE	01150 - 2301	1,139.59
	DIESEL: PW GARAGE	01150 - 2301	1,180.95
	DIESEL: PW GARAGE	01150 - 2301	2,013.44
	DIESEL: PW GARAGE	01150 - 2301	2,100.52
	DIESEL: PW GARAGE	01150 - 2301	5,133.01
	GASOLINE: PW GARAGE	01150 - 2300	912.04
	GASOLINE: PW GARAGE	01150 - 2300	2,663.50
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,343.44
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,515.77
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,580.52
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	3,330.81
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	3,992.57
	UNLEADED FUE: TOWNSHIP BLDG	01150 - 2300	2,533.77
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL-JUN	01150 - 3250	350.00
	POSTAGE METER REFILL-JUNE	01150 - 3250	1,000.00
	<i>Total Gas/Diesel/Postage</i>		34,229.36
01200 Current Payables			
FINANCE EXPENSE CARD	ADMIN STAFF APPR-YETI	01200 - 1050	1,330.00
	<i>Total Current Payables</i>		1,330.00
01301 GF - Property Taxes			
REAL ESTATE REFUNDS	RE TAX REFUND-1040 OLD VF RD	01301 - 0100	752.07
	RE TAX REFUND-260 N GULPH RD	01301 - 0100	14,520.21

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REAL ESTATE REFUNDS	RE TAX REFUND-311 OVERLOOK LN	01301 - 0100	83.10
	RE TAX REFUND-330 KOP RD	01301 - 0100	53.90
	RE TAX REFUND-404 CROOKED LN	01301 - 0100	257.62
	RE TAX REFUND-530 W DEKALB PK	01301 - 0100	10,249.50
	RE TAX REFUND-667 W DEKALB	01301 - 0100	1,874.21
	Total GF - Property Taxes		27,790.61
01310 511 Taxes			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-MAY23	01310 - 0400	23,202.60
	UMASD SHARE OF LST/AMUSE-MAY23	01310 - 0700	78,187.91
	Total 511 Taxes		101,390.51
01362 Public Safety			
SAFETY & CODES REFUND	ZHB REFUND	01362 - 0400	500.00
	Total Public Safety		500.00
01367 Park & Recreation			
PARK & REC REFUND	ADC CANDLEBROOK REFUND	01367 - 0420	725.00
	FLAG FOOTBALL REFUND	01367 - 0430	150.00
	GAZEBO RENTAL REFUND	01367 - 0480	60.00
	LEARN TO SWIM REFUND	01367 - 0112	35.00
	PARK RENTAL - CANCELLATION	01367 - 0480	60.00
	POOL MEMBERSHIP REFUND	01367 - 0110	42.00
	SWIM LESSONS REFUND	01367 - 0112	50.00
	Total Park & Recreation		1,122.00
01377 Transit			
GREATER VALLEY FORGE T.M.A.	JUN23 SVC LESS MAY23 TIX	01377 - 0200	-341.50
	Total Transit		-341.50
01380 Miscellaneous			
GATES FLAG AND BANNER COMPANY INC	21 HOMETOWN HERO BANNERS	01380 - 0610	1,825.00
	30 HOMETOWN HERO BRACKETS	01380 - 0610	2,700.00
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-MAY23	01380 - 0100	-1,563.76
	UMASD SHARE OF LST/AMUSE-MAY23	01380 - 0100	-464.06
	Total Miscellaneous		2,497.18
01402 Accounting			
ADMIN HARRIS	941 EFILE-2NDQTR23	01402 - 2100	8.40
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-MAY	01402 - 3140	6,254.00
CINTAS CORPORATION #2	FIRST AID SUPPLIES-JUNE	01402 - 2100	62.60
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01402 - 1560	40,254.94
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01402 - 1570	13,557.29
EASTBURN & GRAY PC	LEGAL ZHB-JUN	01402 - 3145	1,840.00
FINANCE EXPENSE CARD	2022 CAFR REVIEW	01402 - 4620	530.00
	GFOA ANNUAL DUES	01402 - 4200	250.00
GENERAL CODE PUBLISHERS CORP	SHARE OF ANNUAL CODE UPDATE	01402 - 3160	709.99
IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	01402 - 2200	4,232.27
LAW LIBRARY OF MONTGOMERY CO	ORDINANCE FILING	01402 - 3160	25.00
LAW OFFICE OF SEAN KILKENNY	LEGAL TWP-JUNE	01402 - 3140	5,000.00
	LEGAL TWP-JUNE-1100 FIRST CU	01402 - 3140	242.00
	LEGAL TWP-JUNE-125 W DEKALB	01402 - 3140	350.00
	LEGAL TWP-JUNE-159 MUSKET	01402 - 3140	280.00
	LEGAL TWP-JUNE-316 W CHURCH	01402 - 3140	612.50
	LEGAL TWP-JUNE-336 MYERS	01402 - 3140	52.50
	LEGAL TWP-JUNE-359 DEHAVEN	01402 - 3140	87.50
	LEGAL TWP-JUNE-450 BEIDLER	01402 - 3140	315.00
	LEGAL TWP-JUNE-470 HAMPTON RD	01402 - 3140	52.50

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
LAW OFFICE OF SEAN KILKENNY	LEGAL TWP-JUNE-490 STACEY DR	01402 - 3140	105.00
	LEGAL TWP-JUNE-730 HOBBS	01402 - 3140	192.50
	LEGAL TWP-JUNE-ASSMT APPEAL	01402 - 3140	85.00
	LEGAL TWP-JUNE-BID ASSESSMENT	01402 - 3140	175.00
	LEGAL TWP-JUNE-SEWER LIENS	01402 - 3140	166.50
	LEGAL TWP-JUNE-TAX COLLECTION	01402 - 3140	157.50
	LEGAL TWP-JUNE-TRACY PROP MNT	01402 - 3140	105.00
	LEGAL TWP-JUNE-WHITTAIL DISP	01402 - 3140	105.00
MANAGERS EXPENSE CARD	BOS DINNER MTG 6/1	01402 - 9000	97.37
	STAFF GOALS MTG LUNCH	01402 - 9000	149.81
MONTGOMERY CNTY CHAMBER OF COMM	ANNUAL MEMBERSHIP	01402 - 4200	100.00
PAULA MESZAROS	HEARING 6/8	01402 - 3160	230.00
PENNSYLVANIA MUNICIPAL LEAGUE	L3P MEMBERSHIP	01402 - 4200	65.00
PIO EXPENSE CARD	FREED CAMP SUBSCRPTN	01402 - 3420	17.88
	PODCAST HOSTING SERVICE	01402 - 2700	190.00
RICHTER DRAFTING & OFFICE SUPPLY CO.	10 BX LABELS	01402 - 2100	149.09
	4 BX FILE FOLDERS	01402 - 2100	115.65
	NAMEPLATE	01402 - 2100	22.75
TD BANK CARD	SUPPLIES	01402 - 9000	181.03
THOMAS P CORCORAN	ZHB CRT RPTG 6/7	01402 - 3160	200.00
TIMES HERALD PUBLISHING CO INC	AD: ZHB 2023-07 & 09	01402 - 3160	297.82
	AD: ZONING CODE AMENDMENT	01402 - 3160	490.16
WILLIAM A FRASER INC	FUEL SURCHARGE	01402 - 3840	5.00
	FUEL SURCHARGE	01402 - 3840	5.00
	SHARP LEASE PAYMENT	01402 - 3840	199.36
	SHARP USAGE	01402 - 3840	253.00
	<i>Total Accounting</i>		78,576.91
01403 Tax Collection			
EVELYN ANKERS	REIMB FOR REMINDER NOTICES	01403 - 4340	388.39
TRI-STATE FINANCIAL GROUP LLC	COMMISSION-MAY23	01403 - 3900	138,103.20
	<i>Total Tax Collection</i>		138,491.59
01407 Information Technology			
ADMIN HARRIS	ACTIVE 911 SUBSCRIPTION	01407 - 3742	2,235.50
	DISPLAY PORT TO HDMI CABLE	01407 - 2200	45.99
	MEMORY FOR DC04	01407 - 2200	42.81
	SWITCHED PDU FOR MITEL	01407 - 2200	285.00
	TV MOUNTS	01407 - 2200	217.96
CDW-G INC #3418616	EVIDENCE TECH CD/DVD READER	01407 - 2200	36.94
	FLASH DRIVES	01407 - 2200	113.60
	REPLACEMENT KEYBOARDS	01407 - 2200	220.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01407 - 1560	5,488.55
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01407 - 1570	2,196.38
DVL GROUP INC	AIR CONDITIONER MAINTENANCE CR	01407 - 3741	6,290.00
IRON MOUNTAIN INFO MGMT INC	OFFSITE DIGITAL STORAGE	01407 - 3741	355.44
	OFFSITE DIGITAL STORAGE	01407 - 3741	355.81
OMEGA SYSTEMS CONSULTANTS, INC	CREDIT FOR O365	01407 - 3743	-1,480.00
	OFFSITE NETWORK MONITORING	01407 - 3742	970.80
	OMEGA HOURS FOR O365	01407 - 3743	1,803.75
VALLEY FORGE SECURITY CENTER	KEY FOBS	01407 - 2200	124.50
WEIDENHAMMER	CISCO WEB FILTERING	01407 - 3742	508.75
	<i>Total Information Technology</i>		19,811.78
01408 Planning			
ARRO CONSULTING INC	MS4 REPORTING & MAPPING	01408 - 3131	10,500.00
	MS4 REPORTING & MAPPING	01408 - 3131	10,500.00

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01408 - 1560	3,236.82
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01408 - 1570	1,121.65
GENERAL CODE PUBLISHERS CORP	SHARE OF ANNUAL CODE UPDATE	01408 - 3190	709.98
IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	01408 - 2200	173.64
MCPMAHON ASSOCIATES INC	TRAFFIC ENGINEERING	01408 - 3130	195.00
	TRAFFIC ENGINEERING	01408 - 3130	390.00
	TRAFFIC ENGINEERING: ATP	01408 - 3130	195.00
	TRAFFIC ENGINEERING: ATP	01408 - 3130	965.00
	TRAFFIC ENGINEERING: BROWNLIE	01408 - 3130	195.00
PUBLIC WORKS EXPENSE CARD	NAPC REGISTRATION	01408 - 1900	100.00
REMINGTON & VERNICK ENGINEERS II, INC	GENERAL ENGINEERING	01408 - 3130	340.78
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01408 - 3840	49.84
	SHARP USAGE	01408 - 3840	8.36
	<i>Total</i>		28,681.07
	<i>Planning</i>		
01410 Police			
911 SAFETY EQUIPMENT	911 SAFETY - NAMETAGS FOR RALP	01410 - 2380	138.45
	911 SAFETY - RAINCOATS RALPH,	01410 - 2380	489.00
	911 SAFETY EQUIPMENT NAME TAP	01410 - 2380	75.00
	911 SAFETY KATARYNICK PANTS	01410 - 2380	165.00
	911 SAFETY SGT AND CPL CHEVRON	01410 - 2380	108.00
	911 SAFETY SGT CHEVRONS	01410 - 2380	42.00
	911 SAFETY TWO PAIRS OF PANTS	01410 - 2380	114.00
	911 SAFETY TWO POLOS AND TWO P	01410 - 2380	224.00
	911 SAFETY - NAME PLATES (BURKE	01410 - 2380	54.45
ALEXANDER CLARK	ALEXANDER CLARK CELL PHONE REIM	01410 - 3210	75.00
ANCHORS AWEIGH, INC.	ANCHORS AWEIGH INC - 36 EMBROI	01410 - 2950	549.00
ANDREW SCAVICCHIO	TUITION REIMB SCAVICCHIO	01410 - 1855	1,881.00
AQUA PENNSYLVANIA	AQUA WATER BILL UMPD JUNE	01410 - 3600	117.23
ATLANTIC TACTICAL	ATLANTIC TACTICAL - 3 ABA VEST	01410 - 2380	4,538.73
	ATLANTIC TACTICAL - NAMETAPE F	01410 - 2380	13.88
	ATLANTIC TACTICAL NAMETAPE NEA	01410 - 2380	6.94
	ATLANTIC TACTICAL VAN DOLSEN E	01410 - 2380	258.31
	ATLANTIC TACTICAL VEST CARRIER	01410 - 2380	258.31
	ATLANTIC TACTICAL- VESTS- TRAM	01410 - 2380	4,732.44
	VEST CARRIERS	01410 - 2380	621.16
BRIAN MANION	BOOT REIMBURSEMENT MANION	01410 - 2380	120.00
BRUCE GINSBURG	BRUCE PLUMBING LADIES ROOM SIN	01410 - 3730	450.00
CDW-G INC #3418616	REPLACEMENT LOBBY TV'S	01410 - 2200	750.00
CHRISTOPHER DOLGA	BOOT REIMBURSEMENT DOLGA	01410 - 2380	102.99
CINTAS CORPORATION #2	FIRST AID SUPPLIES-JUNE	01410 - 2200	238.22
COMCAST CORPORATION	COMCAST BILL UMPD JUNE	01410 - 3600	74.08
CONLIN'S COPY CENTER	CONLIN'S COPY CENTER TABLECLOT	01410 - 3400	321.29
	COP CAMP SHIRTS	01410 - 2950	1,413.00
CONNIE MARINELLO	REIMBURSEMENT FOR PARKING FOR	01410 - 2200	12.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01410 - 1560	232,401.41
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01410 - 1570	82,994.36
EAGLE POINT GUN/T J MORRIS & SON	EAGLE POINT - DUTY AMMO	01410 - 2200	2,693.90
FBI	FBI LEEDA FISHER	01410 - 4620	795.00
	FBI LEEDA KREUER	01410 - 4620	795.00
	FBI-LEEDA TRAINING - BARKMEYER	01410 - 4620	795.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01410 - 3190	269.80
FITNESS REIMB	1STQTR23 FITNESS REIMB	01410 - 1560	139.92
	1STQTR23 FITNESS REIMB	01410 - 1560	300.00
	2NDQTR23 FITNESS REIMB	01410 - 1560	48.97
	2NDQTR23 FITNESS REIMB	01410 - 1560	69.18
	2NDQTR23 FITNESS REIMB	01410 - 1560	89.97

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
FITNESS REIMB	2NDQTR23 FITNESS REIMB	01410 - 1560	95.94	
	2NDQTR23 FITNESS REIMB	01410 - 1560	110.97	
	2NDQTR23 FITNESS REIMB	01410 - 1560	139.92	
	2NDQTR23 FITNESS REIMB	01410 - 1560	139.92	
	2NDQTR23 FITNESS REIMB	01410 - 1560	150.00	
	2NDQTR23 FITNESS REIMB	01410 - 1560	150.00	
	2NDQTR23 FITNESS REIMB	01410 - 1560	150.00	
	2NDQTR23 FITNESS REIMB	01410 - 1560	150.00	
	2NDQTR23 FITNESS REIMB	01410 - 1560	300.00	
	2NDQTR23 FITNESS REIMB	01410 - 1560	750.00	
	GALLS PARENT HOLDINGS LLC	GALLS REFUND FOR WEST BOOT ORD	01410 - 2380	-50.00
		GM FINANCIAL LEASING	GM FINANCIAL CAR PAYMENT ROMBE	01410 - 3750
	IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	01410 - 2200	173.64
JEFFREY MAURER	LT MAURER DUES FBINNA	01410 - 4200	325.00	
	LT MAURER REIMBURSEMENT FOR UN	01410 - 2380	721.06	
	REIMBURSEMENT FOR GAS FOR LT M	01410 - 2300	259.41	
JESSIE DAYWALT	REIMBURSEMENT FOR DAYWALT	01410 - 2200	44.38	
JOHN KREUER	CELL PHONE REIMB KREUER	01410 - 3210	150.00	
KRANSON CLOTHES INC	KRANSON UNIFORM - CLASS A UNIF	01410 - 2380	880.00	
	KRANSON UNIFORM -BLAUER JACKET	01410 - 2380	415.00	
	KRANSON- SUMMER UNIFORM PANTS-	01410 - 2380	395.00	
LANGUAGE SERVICES ASSOCIATES	LANGUAGE SERVICES - INCIDENT 2	01410 - 3190	23.10	
	LANGUAGE SERVICES - INCIDENT 2	01410 - 3190	50.40	
	LANGUAGE SERVICES 23-12000	01410 - 3190	90.30	
	LANGUAGE SERVICES 29 TELEPHONI	01410 - 3190	60.90	
MARTIN MENAGO	ACE CLEANERS SGT CHEVRONS FOR	01410 - 2380	145.60	
	CELL PHONE REIMBURSEMENT MENAG	01410 - 3210	150.00	
MICHAEL BRUNER	CELL PHONE REIMBURSEMENT	01410 - 3210	150.00	
MICHAEL CHAMBERS	WALMART DUNKIN COFFEE K CUPS F	01410 - 2200	33.76	
PA CHIEFS OF POLICE ASSN (PCPA)	PCAMC- ANNUAL DUES 2023-2024	01410 - 4200	200.00	
PECO ENERGY	PECO BRYCE LANE	01410 - 3600	142.79	
	PECO FOR SUB STATION	01410 - 3600	115.22	
	PETTY CASH	PETTY CASH 06-26-23	01410 - 2910	378.13
POLICE EXPENSE CARD	AMAZON - BLUEAIR REPLACEMENT F	01410 - 2200	84.98	
	AMAZON LYSOL WIPES	01410 - 2200	25.92	
	AMAZON MONTHLY FEE - JUNE	01410 - 2200	15.89	
	AMAZON PLASTIC STORAGE CONTAIN	01410 - 2200	97.65	
	BARKMEYERTRAINING LESS LETHAT	01410 - 4620	99.00	
	CANINE OMEGA BENEFITS - BEEF F	01410 - 2200	112.34	
	CHEWY ORDER FOR ANNA	01410 - 2200	294.40	
	CHEWY ORDER FOR MADDIE	01410 - 2200	367.54	
	CPST CERTIFICATION TRAINING FO	01410 - 4620	55.00	
	DOLGA TRAINING LESS LETHAL REC	01410 - 4620	99.00	
	EZ PASS 23-10157	01410 - 3750	7.00	
	FORKS FOR KITCHEN	01410 - 2200	53.95	
	GAS FOR MOTOR 59	01410 - 2300	11.80	
	GIANT CREAMER FOR KITCHEN	01410 - 2200	19.34	
	INFRAGARD TRAINING CLASS LT BR	01410 - 4620	75.00	
	MAGNUM ELECTRONICS 3 HOLSTERS	01410 - 2380	226.71	
	MCDONALD UNIFORM COMPANY - BEL	01410 - 2380	95.99	
	NTOA- LEIS 2023	01410 - 4200	35.00	
	REFUND WALMART PLASTIC FORKS	01410 - 2200	-26.98	
	SUZY JO DONUTS RJIP MEETING CH	01410 - 3190	17.25	
	THE ACTIVITY GROUP - HOLSTER M	01410 - 2200	1,353.75	
	TRANSUNION - TLO FOR JUNE	01410 - 3190	358.28	
	W LEWIS FRAME N DOOR INC - CEL	01410 - 3730	656.00	

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	65.80
	MEDICAL OXYGEN	01411 - 2100	84.65
	MEDICAL OXYGEN	01411 - 2100	108.60
	MEDICAL OXYGEN	01411 - 2100	120.55
JOHNSON HEALTH TECH RETAIL, INC.	GYM EQUIPMENT - GUTHRIE STA	01411 - 7400	38,964.43
	GYM EQUIPMENT - SWEDESBURG	01411 - 7400	39,907.78
JONES & BARTLETT LEARNING LLC	PHTLS MODULES	01411 - 4620	377.55
JOSHUA RODRIGUEZ	REIMB MEALS ESO CONFERENCE	01411 - 3310	183.38
	TUITION REIMB	01411 - 1855	1,641.00
KING OF PRUSSIA VOL FIRE CO	JULY ALLOCATION	01411 - 2420	17,163.00
KNOX ASSOCIATES INC	NARC SAFES	01411 - 3750	4,080.00
LEWIS ENVIRONMENTAL GROUP	FOAM REMOVAL	01411 - 2200	1,989.50
MCDONALDS UNIFORM INC	LEWENSON UNIFORMS	01411 - 2380	200.00
	R. JOHNSON UNIFORMS	01411 - 2380	1,054.40
	ROCHE UNIFORMS	01411 - 2380	74.99
	SHORTS	01411 - 2380	266.48
	WILSON UNIFORMS	01411 - 2380	36.50
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	11.73
	EMS SUPPLIES	01411 - 2100	29.63
	EMS SUPPLIES	01411 - 2100	133.69
	EMS SUPPLIES	01411 - 2100	677.63
	EMS SUPPLIES	01411 - 2100	1,102.36
	RESTRAINTS	01411 - 2100	204.73
MICHAEL LOCKHART	REIMB BOOTS	01411 - 2380	166.00
	REIMB HOME DEPOT	01411 - 2200	17.46
	REIMB HOME DEPOT	01411 - 2200	47.05
MICHAEL MANUEL	HELMET SHIELDS	01411 - 2380	100.00
	HELMET SHIELDS	01411 - 2380	273.00
MOSER'S CUSTOM LLC	NAME TAGS	01411 - 2200	70.00
MOTOROLA INC	FD RADIO PARTS	01411 - 3270	903.72
NATIONAL ASSOCIATION OF FIRE INVESTI	2023 DUES	01411 - 4200	55.00
OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE	01411 - 3740	1,270.32
PAAI	DAYWALT DUES	01411 - 4200	30.00
	LOCKHART DUES	01411 - 4200	35.00
	R JOHNSON DUES	01411 - 4200	35.00
PECO ENERGY	STA 356 A/C	01411 - 3600	70.89
	STA 356 A/C FINAL BILL	01411 - 3600	72.46
	STA 56 GAS AND ELEC	01411 - 3600	1,093.65
PENNA AMERICAN WATER CO.	HYDRANT MAINT	01411 - 3790	1,096.20
	HYDRANT MAINT	01411 - 3790	1,112.64
PETTY CASH	PETTY CASH REPLENISH	01411 - 2910	66.30
POLICE EXPENSE CARD	HAWKSWORTH CAR SEAT CERT	01411 - 4620	55.00
	HAWKSWORTH PHTLS INSTRUCTOR	01411 - 4620	19.88
RICHTER DRAFTING & OFFICE SUPPLY CO.	OFFICE SUPPLIES	01411 - 2200	55.40
	OFFICE SUPPLIES	01411 - 2200	229.41
	OFFICE SUPPLIES	01411 - 2200	237.36
ROBERT JOHNSON	REIMB ICC CERT	01411 - 4620	130.00
	REIMB ICC MEMBERSHIP	01411 - 4200	66.00
SCHANK PRINTING INC.	R. JOHNSON BUSINESS CARDS	01411 - 3400	85.00
SWEDELAND VOL. FIRE CO.	JULY ALLOCATION	01411 - 2420	11,127.67
SWEDESBURG VOL. FIRE CO.	JULY ALLOCATION	01411 - 2420	10,995.00
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01411 - 3746	70.00
	SHARP USAGE	01411 - 3746	32.30
	Total	Fire and EMS	267,077.58
01413 Codes Enforcement			
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01413 - 1560	14,828.18

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY WORKERS' COMPENS	AP TRAINING	01413 - 4620	25.00
	SHARE OF WORK COMP INS-3RD QTR	01413 - 1570	4,405.72
DISTRICT COURT 38-1-25	FILING FEE-133 IVY LANE	01413 - 2900	118.01
GENERAL CODE PUBLISHERS CORP	SHARE OF ANNUAL CODE UPDATE	01413 - 3190	1,162.12
IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	01413 - 2200	621.42
PRINT-O-STAT INC	COPIER CARTRIDGE	01413 - 2200	81.00
REINHARDT INDUSTRIES	PM C/U	01413 - 4520	143.10
RICHTER DRAFTING & OFFICE SUPPLY CO.	WB MARKERS	01413 - 2200	15.74
TRAISR LLC	TRAISR MAINT	01413 - 3746	300.00
	TRAISR UPGRADES	01413 - 3746	250.00
UNITED INSPECTION AGENCY INC	EPR	01413 - 3190	150.00
	EPR	01413 - 3190	725.00
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01413 - 3840	39.00
	SHARP LEASE PAYMENT	01413 - 3840	49.84
	SHARP USAGE	01413 - 3840	42.41
	<i>Total</i>		22,956.54
	<i>Codes Enforcement</i>		

01430 Transportation

AMAZON CAPITAL SERVICES, INC.	BREAKROOM SUPPLIES	01430 - 3730	30.00
ARMOUR & SONS ELECTRIC	FIBER REPAIR: LONG ROAD	01430 - 2200	360.00
ARRO CONSULTING INC	ENGINEERING: 2023 ROAD PROGRAM	01430 - 4580	1,722.20
CINTAS CORPORATION #2	FIRST AID SUPPLIES: PW GARAGE	01430 - 2446	180.97
COLONIAL ELECTRIC SUPPLY CO	PVC CEMENT	01430 - 2200	16.25
COMCAST CORPORATION	CABLE: PW GARAGE	01430 - 3730	62.48
COMMONWEALTH PRECAST INC	PRECAST INLET TOPS	01430 - 2453	1,440.00
DEER PARK	COOLER WATER: PW GARAGE	01430 - 3600	85.17
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01430 - 1560	47,015.21
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01430 - 1570	7,713.29
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01430 - 3190	94.50
GLASGOW INC.	ASPHALT: BRITTON DRIVE	01430 - 2451	153.13
	ASPHALT: GODDARD BLVD	01430 - 2453	123.73
	DRIVEWAY BERMS	01430 - 2453	69.53
	INLET REPAIR: GODDARD BLVD	01430 - 2453	123.73
	INLET REPAIR: GODDARD BLVD	01430 - 2453	126.79
	INLET REPAIRS: GODDARD BLVD	01430 - 2453	252.36
	ROAD REPAIR: BRITTON DRIVE	01430 - 2451	128.69
	ROAD REPAIR: BRITTON DRIVE	01430 - 2451	270.62
HIGHWAY MATERIALS INC.	INLET REPAIR: GODDARD BLVD	01430 - 2453	112.96
HOME DEPOT	SUPPLIES-JUNE	01430 - 2453	510.80
	SUPPLIES-JUNE	01430 - 2600	67.91
	SUPPLIES-JUNE	01430 - 3750	96.04
JOSEPH O'DONNELL	23Q2 PHONE: O'DONNELL	01430 - 3210	150.00
KISTLER - O'BRIEN INC	FA INSPECTION: PW GARAGE	01430 - 3730	484.00
	FPS INSPECTION: PW GARAGE	01430 - 3730	910.00
LAWN & GOLF SUPPLY CO INC	HIGHWAY WEED TRIMMER	01430 - 7400	349.99
MICHAEL P MILKE JR	2023 BOOTS: MILKE	01430 - 2446	149.95
MONTCO FENCE & SUPERIOR STRUCTURE:	RELOCATE STORAGE SHED	01430 - 3730	850.00
PECO ENERGY	ELECTRIC: PW GARAGE	01430 - 3600	803.39
	ELECTRIC: PW GARAGE	01430 - 3600	811.95
	ELECTRIC: SALT SHED	01430 - 3600	35.08
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,858.98
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,996.12
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,257.67
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.02
	ELECTRIC: VF HOMES SIGN	01430 - 3612	5.14
	GAS: PW GARAGE	01430 - 3600	56.51
	GAS: PW GARAGE	01430 - 3600	162.70

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	405.42
TD BANK CARD	LAUNDRY DET/ASPHALT RELEASE	01430 - 2451	105.95
TRAFFIC & SAFETY SIGNS INC	LINE PAINTING: INTERSECTIONS	01430 - 4585	22,900.20
TRAFFIC PRODUCTS LLC	BACKUP TRAFFIC CONTOLLOR	01430 - 2200	1,830.00
	CABINET DOOR KEYS	01430 - 2200	46.00
	REPAIR SIGNAL CONTROLLER	01430 - 2200	1,096.89
TRAISSR LLC	TRAISSR SAAS	01430 - 3190	2,040.00
TRI-COUNTY ELECTRICAL SUPPLY, INC	PARKING LOT LIGHTS: TWP BLDG	01430 - 2456	2,294.12
	REDUCER TENONS FOR TWP LIGHTS	01430 - 2456	795.00
UNIFIRST CORPORATION	UNIFORMS: TRANSPORTATION	01430 - 2380	130.96
	UNIFORMS: TRANSPORTATION	01430 - 2380	163.70
UPPER MERION SEWER REVENUE	SEWER: PW GARAGE	01430 - 3600	74.75
US FLEET TRACKING LLC	GPS UNITS	01430 - 3190	1,528.20
	GPS UNITS	01430 - 3190	1,528.20
USIC HOLDINGS, INC	PA ONE CALL: TRANSPORTATION	01430 - 3190	2,934.88
	PA ONE CALL: TRANSPORTATION	01430 - 3190	3,700.32
VALLEY FORGE SECURITY CENTER	DUPLICATE KEYS	01430 - 3730	76.56
VERIZON	COMMUNICATION LINES 07/23	01430 - 3210	33.59
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: PW GARAGE	01430 - 3185	1,072.90
	WASTE REMOVAL: PW GARAGE	01430 - 3185	2,145.80
	WASTE REMOVAL: PW GARAGE	01430 - 3185	92.25
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01430 - 3840	71.82
	SHARP USAGE	01430 - 3840	8.14
	<i>Total Transportation</i>		115,718.51

01432 PW-Vehicle Maintenance

ARDMORE TIRE, INC	UNIT 20: TIRES	01432 - 2500	264.86
	UNIT 4: TIRES	01432 - 2500	428.00
	UNIT 7: TIRES	01432 - 2500	428.00
BERGEY'S FORD INC.	ROTORs (STOCK)	01432 - 2500	142.84
	UNIT 16: BRAKE PADS	01432 - 2500	115.00
	UNIT 16: DRAIN PAN PLUG	01432 - 2500	24.65
	UNIT 16: TPMS SENSORS	01432 - 2500	105.78
	UNIT 20: HOSE	01432 - 2500	59.57
	UNIT 424: FILTERS	01432 - 2500	132.43
	UNIT 424: HUB COVER	01432 - 2500	58.29
	UNIT 443: BELT	01432 - 2500	144.86
	UNIT 443: V-BELT	01432 - 2500	262.28
	UNIT 449: SLACK ADJUSTERS	01432 - 2500	113.67
	UNIT 449: SLACK ADJUSTERS	01432 - 2500	147.30
	UNIT 81: CONVERTOR	01432 - 2500	654.35
BOB'S AUTO PARTS	BATTERY (STOCK)	01432 - 2500	171.99
	CREDIT: BATTERY CORE	01432 - 2500	-139.00
	CREDIT: BATTERY CORE	01432 - 2500	-15.00
	CREDIT: THERMOSTAT	01432 - 2500	-32.17
	DEICER/FILTER/MOTOR OIL	01432 - 2500	252.63
	DISC BRAKES (SPARE)	01432 - 2500	238.04
	FLOOR DRY	01432 - 2200	168.90
	MINI-SKID STEER BATTERY	01432 - 2500	106.99
	OIL/ADHESIVE/WIPERS	01432 - 2500	107.75
	UNIT 1: LUBE ELEMENT	01432 - 2500	15.84
	UNIT 1: ROTORS	01432 - 2500	143.97
	UNIT 16: BRAKE LINE	01432 - 2500	112.14
	UNIT 2: BRAKES & ROTORS	01432 - 2500	426.18
	UNIT 20: FILLER CAP	01432 - 2500	19.74
	UNIT 20: WIPER BLADES (STOCK)	01432 - 2500	26.97
	UNIT 356-2: BATTERY	01432 - 2500	407.85

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
BOB'S AUTO PARTS	UNIT 356-3: AC PARTS	01432 - 2500	59.27	
	UNIT 356-5: AIR FILTER	01432 - 2500	75.03	
	UNIT 430: FUEL FILTERS	01432 - 2500	104.70	
	UNIT 437: BATTERY	01432 - 2500	343.98	
	UNIT 51: BATTERY	01432 - 2500	248.99	
	UNIT 56: FILTERS/MOTOR OIL	01432 - 2500	70.39	
	UNIT 64: BRAKES & ROTORS	01432 - 2500	426.18	
	UNIT 68: SHOCK ABSORBER	01432 - 2500	60.42	
	UNIT 68: THERMOSTAT	01432 - 2500	32.17	
	UNIT 68: WATER OUTLET	01432 - 2500	105.00	
	UNIT 80: OIL & FILTERS	01432 - 2500	66.25	
	UNIT 81: STRUT ASSEMBLY	01432 - 2500	242.62	
	UNITS 52/434: BULBS	01432 - 2500	58.96	
	WIPER BLADES (STOCK)	01432 - 2500	57.50	
	WIPER BLADES (STOCK)	01432 - 2500	89.80	
	DEER PARK	COOLER WATER: VM GARAGE	01432 - 2200	23.33
		UNIT 466: EXHAUST PIPING	01432 - 2500	395.23
	DEL-VAL INTERNATIONAL TRUCKS, INC.	HEALTH-JULY	01432 - 1560	8,580.27
	DELAWARE VALLEY INSURANCE TRUST	SHARE OF WORK COMP INS-3RD QTR	01432 - 1570	1,828.72
	DELAWARE VALLEY WORKERS' COMPENS	GUARD & CLUTCH ASSEMBLY	01432 - 2500	137.98
EAGLE POWER & EQUIPMENT INC	CHAINSAW COVER SCREW	01432 - 2500	5.84	
EMANUEL TIRE OF PENNSYLVANIA, INC.	TIRE DISPOSAL FEES	01432 - 2500	72.00	
	PUMP CAPACITOR	01432 - 2500	509.00	
FERGUSON & MC CANN INC	UNIT 356-5: WATER SEPARATOR	01432 - 2500	187.51	
G. L. SAYRE INC.	UNIT 465: TIE ROD ENDS	01432 - 2500	132.96	
HOOVER TRUCK CENTERS, INC.	BATTERY (STOCK)	01432 - 2500	124.95	
	BATTERY (STOCK)	01432 - 2500	132.95	
	CREDIT: BATTERY CORE	01432 - 2500	-30.00	
	CREDIT: BATTERY CORE	01432 - 2500	-30.00	
	CREDIT: BATTERY CORE	01432 - 2500	-24.00	
	UNIT 356-2: BATTERY	01432 - 2500	132.95	
	UNIT 56: BATTERIES	01432 - 2500	399.80	
	KING OF PRUSSIA COLLISION	KOP COLLISION K1 REPAIRS	01432 - 2500	967.74
		MINI SKID: GEAR BOX BRUSH CUT	01432 - 2500	510.05
	LAWN & GOLF SUPPLY CO INC	MISCELLANEOUS HARDWARE	01432 - 2500	797.20
MSC INDUSTRIAL INC	TITLE CORRECTION	01432 - 2500	70.00	
PAULA RISLEY	ELITEK VEHICLE SERVICES - PROG	01432 - 2500	213.65	
POLICE EXPENSE CARD	SOAP/ABSORBANT PADS/SUPPLIES	01432 - 2500	332.49	
SOSMETAL PRODUCTS INC	UNIT 12: EMISSIONS TEST	01432 - 2500	45.00	
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 15: EMISSIONS	01432 - 2500	45.00	
	UNIT 2: EMISSIONS TEST	01432 - 2500	45.00	
	UNIT 4: EMISSIONS	01432 - 2500	45.00	
	UNIT 56: EMISSIONS	01432 - 2500	45.00	
	UNIT 63: EMISSIONS	01432 - 2500	35.00	
	UNIT 64: EMISSIONS	01432 - 2500	45.00	
	UNIT 66: EMISSIONS	01432 - 2500	35.00	
	UNIT 68: EMISSIONS	01432 - 2500	45.00	
	UNIT 7: EMISSIONS	01432 - 2500	45.00	
	UNIT 83: EMISSIONS	01432 - 2500	35.00	
	UNI-SELECT USA INC	AIR FILTER	01432 - 2500	12.23
		FILTERS	01432 - 2500	14.22
		FILTERS	01432 - 2500	18.96
FILTERS		01432 - 2500	18.96	
FILTERS		01432 - 2500	104.03	
MOWER SPARK PLUGS		01432 - 2500	4.80	
UNIT 356-5: FILTERS		01432 - 2500	23.91	

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
UNI-SELECT USA INC	UNIT 430: FILTERS	01432 - 2500	32.95
	UNIT 437: AIR/FUEL FILTER	01432 - 2500	34.13
	UNIT 443: FUEL FILTER	01432 - 2500	9.68
	UNIT 443: FUEL FILTER	01432 - 2500	32.95
	UNIT 449: FILTERS	01432 - 2500	88.01
	UNITS 443/430: FILTERS	01432 - 2500	52.50
UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	111.96
	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	139.95
UNITED RENTALS (NA), INC.	TRASH PUMP SEALS	01432 - 2500	254.88
UPPER MERION MOWER CTR INC	AIR CLEANER	01432 - 2500	46.75
	JD ZERO TURN: HEAD KIT	01432 - 2500	383.09
	STARTER ROPE	01432 - 2500	3.00
	JD GATOR: BATTERY	01432 - 2500	60.09
WELDON AUTO PARTS INC	UNIT 430: FILTERS	01432 - 2500	63.93
	UNIT 437: SHOCK	01432 - 2500	129.98
	UNIT 449: LED BULB	01432 - 2500	7.94
	UNIT 56: BATTERY TENDER	01432 - 2500	145.00
	Total PW-Vehicle Maintenance		

01434 PW-Park Maintenance

AMAZON CAPITAL SERVICES, INC.	BREAKROOM SUPPLIES	01434 - 2460	30.96	
	CONSTRUCTION PAPER UMHS	01434 - 2800	26.98	
BEAM FARMS INC	HAY BALES	01434 - 2800	900.00	
BRIDGEPORT PAINT	PAIN SUPPLIES	01434 - 2200	34.50	
	PAIN SUPPLIES	01434 - 2200	82.70	
	PAVILION PAINT	01434 - 2200	254.36	
BRUCE GINSBURG	FLUSH VALVE: NOR-VIEW RESTROOM	01434 - 2800	675.00	
	FLUSH VALVE: SWEDELAND PARK	01434 - 2200	325.00	
CARL RUDEGEAIR III	MEAL EXPENSES: RUDEGEAIR	01434 - 4620	82.65	
CINTAS CORPORATION #2	FIRST AID SUPPLIES: NOR-VIEW	01434 - 2800	33.40	
DAVE KORESKO LANDSCAPING	TREE REMOVAL: SWEDELAND PARK	01434 - 3190	2,750.00	
DAVID H GROSS	HAY BALES	01434 - 2800	1,840.00	
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01434 - 1560	20,491.94	
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01434 - 1570	7,560.27	
DONALD WALLACE INC	CLEANING SUPPLIES: NOR-VIEW	01434 - 2800	188.76	
	TRASH CAN LINERS	01434 - 2200	558.60	
EVELYN ANKERS - TAX COLLECTOR	2023 SCHOOL TAX-FM PAVILION	01434 - 2800	5,929.00	
	2023 SCHOOL TAX-HOUSE	01434 - 2800	4,024.82	
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01434 - 3190	124.05	
GENERAL RECREATION INC	BASKETBALL NETS	01434 - 2200	186.00	
GORECON INC	TURF MAINTENANCE	01434 - 3190	34,157.00	
HOME DEPOT	SUPPLIES-JUNE	01434 - 2200	340.98	
	SUPPLIES-JUNE	01434 - 2800	73.80	
	SUPPLIES-JUNE	01434 - 3740	28.94	
JAMES VALERIO	APPAREL: NOR-VIEW FARM STAFF	01434 - 2800	453.50	
M J REIDER ASSOCIATES INC	WATER TESTING: NOR-VIEW FARM	01434 - 2800	1,855.00	
M.A.D. EXTERMINATORS, INC.	BAIT BOXES: NOR-VIEW FARM	01434 - 2800	50.00	
	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00	
NORTHERN SCREENING & CRUSHING	TOP SOIL SCREEN	01434 - 2460	1,433.97	
	ELECTRIC: COMPOST SITE	01434 - 2460	47.56	
PECO ENERGY	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	124.89	
	ELECTRIC: NOR-VIEW FARM BARN 2	01434 - 2800	103.05	
	ELECTRIC: NOR-VIEW FARM HOUSE	01434 - 2800	51.40	
	ELECTRIC: NOR-VIEW FARM STORE	01434 - 2800	217.44	
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	43.05	
	PETER BLAUNER, VMD	VET SERVICE: GOATS & HORSES	01434 - 2800	2,127.00
		VETERINARIAN SERVICES	01434 - 2800	413.00

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PUBLIC WORKS EXPENSE CARD	METAL ROOFING PANELS	01434 - 2200	254.13
SITEONE LANDSCAPE SUPPLY HOLDING LI	GRANULAR HERBICIDE	01434 - 2210	338.54
TRACTOR SUPPLY CO	FLY TAPE	01434 - 2800	25.98
	FLY TAPE	01434 - 2800	152.92
	HORSE FEED/VITAMINS	01434 - 2800	333.40
UNIFIRST CORPORATION	UNIFORMS: NOR-VIEW FARM	01434 - 2380	56.32
	UNIFORMS: NOR-VIEW FARM	01434 - 2380	70.40
	UNIFORMS: PARK MAINTENANCE	01434 - 2380	102.36
	UNIFORMS: PARK MAINTENANCE	01434 - 2380	127.95
VALLEY FORGE SECURITY CENTER	LOCK: NOR-VIEW FARM RESTROOM	01434 - 2800	213.00
VERIZON	COMMUNICATION LINES 07/23	01434 - 3210	43.42
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	454.70
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01434 - 2800	29.68
	SHARP USAGE	01434 - 2800	4.60
	<i>Total</i>	<i>PW-Park Maintenance</i>	89,861.97

01436 PW-Building Maintenance

AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	01436 - 2200	19.98
	SWIVEL EYE SNAP HOOKS	01436 - 2200	63.05
APEX ELEVATOR INSPECTION & TESTING I	ELEVATOR INSPECTION	01436 - 4545	70.00
AQUA PENNSYLVANIA	WATER: TOWNSHIP BUILDING	01436 - 3600	242.86
	WATER: TOWNSHIP BUILDING	01436 - 3600	1,884.12
CINTAS CORPORATION #2	FIRST AID SUPPLIES-JUNE	01436 - 2446	100.63
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	324.35
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01436 - 1560	3,301.61
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01436 - 1570	1,307.53
EASTERN GENERATOR INC.	GENERATOR REPAIR: TWP BUILDING	01436 - 3730	360.00
EIP HOLDCO, INC	COMMUNICATION LINES 06/23	01436 - 3210	1,373.92
HOME DEPOT	SUPPLIES-JUNE	01436 - 3730	1,307.65
HUGH J MEEHAN	HVAC PMS: TOWNSHIP BUILDING	01436 - 4521	3,593.75
	HVAC REPAIRS: UNIT 46	01436 - 3730	8,995.00
IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	01436 - 2200	173.64
KISTLER - O'BRIEN INC	ANNUAL FA INSPECTION: TWP BLDG	01436 - 4545	661.50
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	226.68
OFFICE BASICS, INC	BATHROOM & KITCHEN SUPPLIES	01436 - 2200	447.92
	RESTROOM & CLEANING SUPPLIES	01436 - 2200	300.74
PARKER INTERIOR PLANTSCAPE INC	INTERIOR PLANT SERVICE	01436 - 4545	617.40
	INTERIOR PLANT SERVICE	01436 - 4545	617.40
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	77.75
	ELECTRIC: TOWNSHIP BUILDING	01436 - 3600	8,770.59
	GAS: TOWNSHIP BUILDING	01436 - 3600	102.47
UNIFIRST CORPORATION	UNIFORMS: BUILDING MAINTENANCE	01436 - 2380	33.56
	UNIFORMS: BUILDING MAINTENANCE	01436 - 2380	41.95
UPPER MERION SEWER REVENUE	SEWER: TOWNSHIP BUILDING	01436 - 3600	74.75
VALLEY FORGE SECURITY CENTER	DOOR HARDWARE: TOWNSHIP BLDG	01436 - 3730	521.14
	POLICE GATE REPAIR	01436 - 3730	589.00
VERIZON	COMMUNICATION LINES 0723	01436 - 3210	279.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	561.82
	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	1,232.00
	<i>Total</i>	<i>PW-Building Maintenance</i>	38,273.76

01450 Park and Recreation

AMAZON CAPITAL SERVICES, INC.	BATHROOM CLEANING SUPPLIES	01450 - 3730	37.98
	CAMP ART SUPPLIES	01450 - 4592	129.98
	CAMP STORAGE BINS	01450 - 4592	196.00
	CAMP SUPPLIES	01450 - 4592	16.99
	CAMP SUPPLIES	01450 - 4592	22.99

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	CAMP SUPPLIES	01450 - 4592	24.98
	CAMP SUPPLIES	01450 - 4592	55.98
	CAMP SUPPLIES	01450 - 4592	86.25
	CAMP SUPPLIES	01450 - 4592	95.50
	CAMP SUPPLIES	01450 - 4592	115.89
	COMMUNITY GARDEN - SUPPLIES	01450 - 4599	342.56
	CONSORTIUM SUPPLIES	01450 - 4592	8.59
	CONSORTIUM SUPPLIES	01450 - 4592	85.22
	CONSORTIUM SUPPLIES	01450 - 4592	104.52
	CONSORTIUM SUPPLIES	01450 - 4592	149.90
	COURT SUPPLIES	01450 - 4599	115.41
	MAINTENANCE SUPPLIES	01450 - 3730	33.11
	POOL ACTIVITIES	01450 - 2211	19.75
	POOL CHEMICAL FEED PUMP	01450 - 3731	421.81
	POOL VACUUM HOSE	01450 - 2211	59.50
	REC SUPPLIES	01450 - 4599	15.83
	UMFM CORN HOLE	01450 - 4597	59.98
	UMFM STORAGE SHED	01450 - 4597	348.99
AMERICAN NATIONAL RED CROSS & ITS C	FIRST AID/CPR	01450 - 4593	324.00
	LIFEGUARDING COURSE REVIEW	01450 - 4593	453.60
	LIFEGUARDING REVIEW	01450 - 4593	151.20
ANALYTICAL LABORATORIES INC	POOL TESTING	01450 - 2211	85.00
	POOL- LAB TESTING	01450 - 2250	435.00
ANGELO'S PIZZA	CAMP STAFF MEETING	01450 - 4592	256.00
	CONSORTIUM STAFF MEETING	01450 - 4592	46.50
APEX ELEVATOR INSPECTION & TESTING I	ELEVATOR INSPECTION	01450 - 3740	130.00
AQUA PENNSYLVANIA	UMCC- WATER BILL	01450 - 3600	1,496.74
	UMCC-WATER BILL	01450 - 3600	242.86
	WATER BILL- BOB CASE	01450 - 3600	381.17
	WATER BILL- BOB CASE PARK	01450 - 3600	534.82
	WATER BILL- SWEDELAND PARK	01450 - 3600	186.94
	WATER BILL- UM CULTURAL CENTER	01450 - 3600	59.67
	WATER BILL- WALKER PARK	01450 - 3600	20.46
	WATER BILL- WALKER PARK	01450 - 3600	280.61
BERARDELLI LLC	CHEMICALS- POOL	01450 - 2210	5,150.70
	CHLORINE	01450 - 2210	787.60
	CHLORINE	01450 - 2210	1,181.40
	CHLORINE-POOL	01450 - 2210	2,217.85
	POOL CHEMICALS	01450 - 2210	1,009.50
	POOL CHLORINE	01450 - 2210	2,503.20
	POOL EQUIPMENT MAINTENANCE	01450 - 3731	630.00
	POOL MAINTENANCE	01450 - 3731	222.05
	POOL REPAIRS	01450 - 3731	1,000.00
	POOL REPLACEMENT VACUUM CART	01450 - 3731	557.00
	POOL-SUMMERIZATION	01450 - 3731	5,250.00
BRIDGEPORT TROPHY	SOFTBALL TROPHIES	01450 - 4593	542.78
CAMDEN AQUARIUM LLC	CAMP TRIP	01450 - 4592	515.00
CM EICHENLAUB CO	EDGE PADS	01450 - 3730	98.94
COLROM LLC	SOCCER SHOTS	01450 - 4593	3,830.40
COMCAST CORPORATION	COMMUNICATION LINES 05/23	01450 - 3600	398.73
	COMMUNICATION LINES 06/23	01450 - 3600	721.06
	COMMUNICATION LINES 0623	01450 - 3600	398.75
	COMMUNICATION LINES 07/23	01450 - 3210	312.45
DANIEL D SOMERVILLE	MONTHLY CLEANING SERVICE	01450 - 3730	1,300.00
DEER PARK	STAFF WATER	01450 - 2200	162.66
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	01450 - 1560	11,058.57

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	01450 - 1570	10,837.31
DONALD WALLACE INC	BUILDING MAINTENANCE- HEUSER	01450 - 3730	625.80
DUBBLE BUBBLES LAUNDRY	CLEANING SUPPLIES	01450 - 3730	60.00
	MOP HEADS/ RAGS	01450 - 3730	60.00
EDWARD W. SWAYZE JR	XTREME HOOPS INSTRUCTOR	01450 - 4593	698.10
ELIZABETH KARA WHEELER	CONSORTIUM STAFF	01450 - 4592	2,000.00
	CONSORTIUM STAFF 1 OF 2	01450 - 4592	2,000.00
EUGENE FISHER	UMPIRE	01450 - 4593	2,568.00
FERNANDO I CANETE	ESKRIMA	01450 - 4593	945.00
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	01450 - 3190	463.45
FRANKLIN CLEANING EQUIPMENT & SUPP	CLEANING EQUIPMENT	01450 - 3730	130.21
	FLLOOR MATS	01450 - 3730	1,970.00
FREDERICK SICILIA	PICKLEBALL	01450 - 4593	220.00
HOME DEPOT	SUPPLIES-JUNE	01450 - 3730	48.70
IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	01450 - 2200	596.61
JAGRAV ADEPU	TEEN SPORTS LEADERSHIP ACADEMY	01450 - 4593	500.00
JEREMY DEPRISCO	UMFM LIVE MUSIC	01450 - 4597	50.00
JOJO TRIVIA ENTERPRISES LLC	CONSORTIUM TEES	01450 - 4592	459.00
	SUMMER CAMP T-SHIRTS	01450 - 4592	3,612.00
JULES AND ASSOCIATES INC	CARDIO EQUIPMENT	01450 - 4599	1,950.00
KEYSTONE FIRE PROTECTION CO	FIRE AND SECURITY INSPECTION	01450 - 3740	477.40
KISTLER - O'BRIEN INC	FIRE ALARM - HEUSER PARK	01450 - 3740	400.00
	HEUSER-SPRINKLER SYSTEM CHECK	01450 - 3740	432.00
	SPRINKLER SYSTEM- WALKER FIELD	01450 - 3740	432.00
	UMCC- SPRINKLER SYSTEM CHECK	01450 - 3740	637.00
LIAM DERRY	TEEN SPORTS LEADERSHIP ACADEMY	01450 - 4593	500.00
LISA GAK	MUSIC UMFM	01450 - 4597	50.00
	UMFM LIVE MUSIC	01450 - 4597	50.00
M.A.D. EXTERMINATORS, INC.	UMCC: EXTERMINATOR	01450 - 3730	125.00
MADISON JEANNE TILLOU	TEEN SPORTS LEADERSHIP	01450 - 4593	500.00
MARK A SHEPPERD	BINGO OUTDOOR POOL	01450 - 2211	105.00
MICHAEL COLEMAN	TKD- WINTER/SPRING	01450 - 4593	492.80
MICHAEL J BUGLER	TEEN SPORTS LEADERSHIP ACADEMY	01450 - 4593	500.00
MIKAYLA BELLAMY	TEEN SPORTS LEADERSHIP ACADEMY	01450 - 4593	500.00
NATIONAL RECREATON & PARK ASSN	NRPA CRPR RENEWAL	01450 - 4620	70.00
OFFICE BASICS, INC	FACILITY MAINTENANCE SUPPLIES	01450 - 3730	1,008.74
	OFFICE SUPPLIES	01450 - 2100	188.00
PARK & REC EXPENSE CARD	CAMP TRIP	01450 - 4592	450.00
	CAMP TRIP	01450 - 4592	455.00
	CAMP TRIP	01450 - 4592	472.27
	CONSORTIUM SUPPLIES BCA	01450 - 4592	50.00
	CONSORTIUM SUPPLIES BCA	01450 - 4592	50.00
	CONSORTIUM SUPPLIES BCA	01450 - 4592	1,434.18
	DAY CAMP STAFF TRAINING	01450 - 4592	118.36
	JULY 4TH EVENT SIGN	01450 - 4595	65.55
	NRPA DAY CAMP INSURANCE	01450 - 4592	148.00
	POOL SUPPLIES	01450 - 2211	393.32
	POOL- STAFF WATER	01450 - 2211	129.84
	SPOTIFY	01450 - 2200	16.95
	STAFF WATER	01450 - 2200	201.75
	TABLE AND CHAIR RENTAL	01450 - 4595	423.00
	UMFM SUPPLIES	01450 - 4597	12.00
	US OPEN	01450 - 4594	3,548.50
	WOODCRAFTER SUPPLIES	01450 - 4597	143.25
PECO ENERGY	ELECTRIC BAXTER FIELD	01450 - 3600	1,429.99
	ELECTRIC BEHIND TWP BUILDING	01450 - 3600	669.16

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PECO ENERGY	ELECTRIC BOB WHITE FARMS	01450 - 3600	78.73
	ELECTRIC EXECUTIVE ESTATES	01450 - 3600	34.89
	ELECTRIC GAZEBO	01450 - 3600	29.86
	ELECTRIC GAZEBO	01450 - 3600	277.05
	ELECTRIC HEUSER PARK	01450 - 3600	3,031.81
	ELECTRIC INDOOR REC	01450 - 3600	9,263.78
	ELECTRIC SWEDELAND PARK	01450 - 3600	49.35
	ELECTRIC SWIM-TENNIS	01450 - 3600	1,309.86
	ELECTRIC WALKER PARK	01450 - 3600	944.89
	GAS COMMUNITY CENTER	01450 - 3600	238.15
	LIGHTS - WALKER PARK	01450 - 3600	750.32
POSITIVE DINING	CAMP TRIP	01450 - 4592	595.00
REPUBLIC SERVICES INC	WASTE REMOVAL- HEUSER PARK	01450 - 3185	372.95
	WASTE- WALKER FIELD	01450 - 3185	292.71
RICHTER DRAFTING & OFFICE SUPPLY CO.	OFFICE SUPPLIES	01450 - 2100	69.27
	OFFICE SUPPLIES	01450 - 2100	168.01
SCHAEFER FIREWORKS INC	JULY 4TH FIREWORKS BALANCE	01450 - 4595	5,286.68
SCHWEMM LEARNING ADVENTURES LLC	SNAPOLOGY CAMP	01450 - 4593	773.50
SIGNARAMA	UMFM SIGNS	01450 - 4597	210.98
SIMPLEX WELLNESS, INC.	SIMPLEX	01450 - 3701	15,923.70
SKY OAKS, LLC	CAMP TRIP	01450 - 4592	472.28
STACEY MARSHALL	YOUTH FLAG ACADEMY	01450 - 4593	6,632.80
TD BANK CARD	UMFM EATING CONTESTS	01450 - 4597	154.08
THE TUSTIN GROUP, LLC	HVAC REPAIR	01450 - 4521	316.50
TROY CHIDDICK	BASKETBALL SUMMER LEAGUE	01450 - 4593	15,820.80
	FLAG FOOTBALL YOUTH LEAGUE	01450 - 4593	6,632.80
UPPER MERION POLICE DEPARTMENT	COP CAMP	01450 - 4593	881.25
UPPER MERION SENIOR SERVICE CENTER	3RD QTR23 SENIOR CENTER ALLOC	01450 - 2490	15,387.50
V E RALPH & SON INC	AED PADS	01450 - 2200	210.00
VALLEY FORGE SECURITY CENTER	SECURITY CAMERA SERVICE	01450 - 3745	182.00
WASTE MANAGEMENT SOUTHEAST PA	UMCC DUMPSTER SERVICE	01450 - 3185	342.20
	WASTE REMOVAL - HEUSER PARK	01450 - 3185	681.31
WHITETAIL DISPOSAL, INC	WASTE DISPOSAL	01450 - 3185	267.75
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	01450 - 3840	141.68
	SHARP USAGE	01450 - 3840	146.90
WILLIAM HENRY REED III	XTREME HOOPS INSTRUCTOR	01450 - 4593	500.50
XTREME HOOPS	XTREME HOOPS	01450 - 4593	3,025.10
	XTREME HOOPS	01450 - 4593	3,386.40
	XTREME HOOPS	01450 - 4593	7,507.50
	Total	Park and Recreation	196,345.00
01493 TMA/Rambler/Other			
AQUA PENNSYLVANIA	WATER: SUNNY HILL FARM	01493 - 3600	20.46
GREATER VALLEY FORGE T.M.A.	JUN23 SVC LESS MAY23 TIX	01493 - 3320	22,801.48
PECO ENERGY	ELECTRIC/GAS: SUNNY HILL FARM	01493 - 3600	35.55
	GAS/ELECTRIC: SUNNY HILL FARM	01493 - 3600	41.12
	Total	TMA/Rambler/Other	22,898.61
01495 Misc. Expense			
DOCUVAULT SECURE SHREDDING LLC	DOCUMENT SHREDDING	01495 - 9700	1,222.45
EVELYN ANKERS - TAX COLLECTOR	2023 SCHOOL TAX-PETRUCCIS	01495 - 9700	3,382.55
PIRMA	PRM031514-ABBONIZIO	01495 - 9700	1,862.59
	Total	Misc. Expense	6,467.59
04456 Library			
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2100	392.55
	BOOKS	04456 - 2472	118.16

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	BOOKS	04456 - 2473	128.69
	BOOKS	04456 - 2476	36.73
	BOOKS	04456 - 2477	235.32
	BOOKS	04456 - 2481	27.00
BAKER & TAYLOR INC	BOOKS	04456 - 2472	55.34
	BOOKS	04456 - 2472	72.55
	BOOKS	04456 - 2472	78.64
	BOOKS	04456 - 2472	391.74
	BOOKS	04456 - 2472	471.10
	BOOKS	04456 - 2472	536.51
	BOOKS	04456 - 2472	565.98
	BOOKS	04456 - 2472	719.49
	BOOKS	04456 - 2472	937.75
	BOOKS	04456 - 2480	135.65
	CHILDREN'S BOOKS	04456 - 2473	22.98
	CHILDREN'S BOOKS	04456 - 2473	50.78
	CHILDREN'S BOOKS	04456 - 2473	136.11
	CHILDREN'S BOOKS	04456 - 2473	295.56
	CHILDREN'S BOOKS	04456 - 2473	307.31
	CHILDREN'S BOOKS	04456 - 2473	428.87
	CHILDREN'S BOOKS	04456 - 2473	599.46
	CHILDREN'S BOOKS	04456 - 2473	830.22
	CHILDREN'S BOOKS	04456 - 2480	16.33
	CHILDREN'S BOOKS	04456 - 2480	82.62
	CHILDREN'S BOOKS	04456 - 2480	120.94
BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	77.88
	MEDIA	04456 - 2476	88.68
	MEDIA	04456 - 2476	206.42
	MEDIA	04456 - 2476	210.03
	MEDIA	04456 - 2476	268.57
BRODART COMPANY	SUPPLIES	04456 - 2100	266.36
CENGAGE LEARNING INC	LARGE PRINT	04456 - 2481	51.73
	LARGE PRINT	04456 - 2481	75.72
	LARGE PRINT	04456 - 2481	77.97
	LARGE PRINT	04456 - 2481	77.97
	LARGE PRINT	04456 - 2481	83.96
	LARGE PRINT	04456 - 2481	101.21
	LARGE PRINT	04456 - 2481	142.45
	LARGE PRINT	04456 - 2481	151.44
	LARGE PRINT	04456 - 2481	177.74
CHILDREN'S PLUS, INC.	CHILDREN'S BOOKS	04456 - 2473	30.50
CINTAS CORPORATION #2	FIRST AID SUPPLIES-JUNE	04456 - 2100	5.99
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	04456 - 1560	24,306.09
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	04456 - 1570	7,227.74
FITNESS REIMB	2NDQTR23 FITNESS REIMB	04456 - 1560	68.25
LAURA ARNHOLD	LIBRARY PROGRAM	04456 - 2471	297.50
	SUPPLIES	04456 - 2100	699.49
LIBRARY EXPENSE CARD	RESOURCES	04456 - 2474	10.59
	SUPPLIES	04456 - 2100	19.99
	SUPPLIES	04456 - 2100	363.95
LIBRARY PASS, INC	RESOURCES	04456 - 2474	824.00
MCLINC	MCLINC	04456 - 3746	100.00
	MCLINC	04456 - 3746	250.00
	MCLINC	04456 - 3746	10,674.00
MIDWEST TAPE LLC	MEDIA	04456 - 2476	15.99
	MEDIA	04456 - 2476	19.99

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MIDWEST TAPE LLC	MEDIA	04456 - 2476	159.18
	MEDIA	04456 - 2476	310.87
	MEDIA	04456 - 2476	326.61
	RESOURCES	04456 - 2474	819.93
OVERDRIVE	EBOOKS	04456 - 2483	65.00
	EBOOKS	04456 - 2483	95.87
	EBOOKS	04456 - 2483	201.97
	EBOOKS	04456 - 2483	269.46
	EBOOKS	04456 - 2483	440.00
	EBOOKS	04456 - 2483	479.77
	EBOOKS	04456 - 2483	1,556.19
PLAYAWAY PRODUCTS LLC	CHILDREN'S MEDIA	04456 - 2477	756.05
	CHILDREN'S MEDIA	04456 - 2477	1,246.15
	MEDIA	04456 - 2476	689.53
REBECCA GINTHER	SUPPLIES	04456 - 2100	508.72
RICHTER DRAFTING & OFFICE SUPPLY CO.	SUPPLIES	04456 - 2100	-69.78
	SUPPLIES	04456 - 2100	84.75
	SUPPLIES	04456 - 2100	109.75
SCHANK PRINTING INC.	ADVERTISING/PRINTING/BINDING	04456 - 3400	336.95
STEPHANIE SPANGLER	SUPPLIES	04456 - 2100	47.95
SUSAN KIRKPATRICK	OTHER PROFESSIONAL SERVICES	04456 - 3190	25.25
T-MOBILE USA, INC	RESOURCES	04456 - 2474	148.12
	SUPPLIES	04456 - 2100	95.40
WALLABYTALES LLC / TRAVIS W GALE	LIBRARY PROGRAM	04456 - 2471	340.00
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	04456 - 3840	70.00
	SHARP USAGE	04456 - 3840	190.28
	<i>Total</i>	<i>Library</i>	64,070.55

08421 Trout Run

AQUA PENNSYLVANIA	WATER: TROUT RUN	08421 - 3660	560.00
BUCKMAN'S INC	SODIUM HYPOCHLORITE: TROUT RUN	08421 - 2210	4,605.60
CINTAS CORPORATION #2	FIRST AID SUPPLIES: TROUT RUN	08421 - 2446	105.98
CONTROLEX SERVICE CORP	RAW PUMP HEAT EXCHANGER	08421 - 3700	600.00
	RAW PUMP HEAT EXCHANGER	08421 - 3740	150.00
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	38.77
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY	08421 - 1560	11,907.82
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR	08421 - 1570	2,704.81
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS	08421 - 3190	51.90
FLEXICON CORPORATION	LIME AUGER PARTS (FREIGHT)	08421 - 3186	698.21
GRAINGER - W.W.GRAINGER INC	DIGITAL THERMOMETERS	08421 - 2200	72.12
	HVAC WINDOW UNIT	08421 - 2500	620.81
	SAMPLER THERMOMETERS	08421 - 2200	89.80
GRAYMONT	LIME: TROUT RUN	08421 - 3186	8,579.56
J P MASCARO & SONS	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	9,932.35
	SLUDGE REMOVAL: TROUT RUN	08421 - 3186	14,946.77
M J REIDER ASSOCIATES INC	NPDES TESTING: TROUT RUN	08421 - 2250	7,479.55
POLYDYNE INC	POLYMER: TROUT RUN	08421 - 3186	3,795.00
SUBURBAN PROPANE L.P.	PROPANE: TROUT RUN	08421 - 2200	72.93
UNIFIRST CORPORATION	UNIFORMS: MATSUNK	08421 - 2380	26.00
	UNIFORMS: TROUT RUN	08421 - 2380	84.68
	UNIFORMS: TROUT RUN	08421 - 2380	105.85
UPPER MERION MOWER CTR INC	STRING TRIMMER PM	08421 - 3740	79.85
USA BLUE BOOK	HYPO TUBING	08421 - 2200	542.11
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TROUT RUN	08421 - 3185	58.20
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08421 - 3840	42.14
	SHARP USAGE	08421 - 3840	4.18

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>		<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total</i>	<i>Trout Run</i>		67,954.99
08422 Matsunk				
AQUA PENNSYLVANIA	WATER: MATSUNK		08422 - 3660	253.15
BUCKMAN'S INC	SODIUM HYPOCHLORITE: MATSUNK		08422 - 2210	1,358.88
	SODIUM HYPOCHLORITE: MATSUNK		08422 - 2210	1,739.64
CINTAS CORPORATION #2	FIRST AID SUPPLIES: MATSUNK		08422 - 2446	65.53
DEER PARK	COOLER WATER: MATSUNK		08422 - 2200	64.74
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY		08422 - 1560	15,835.27
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR		08422 - 1570	2,368.88
DONALD WALLACE INC	KITCHEN/RESTROOM SUPPLIES		08422 - 2200	179.05
GRAINGER - W.W.GRAINGER INC	BASKET STRAINER		08422 - 2500	520.92
	TRASH BAGS & GREASE FITTINGS		08422 - 2200	57.26
GRAYMONT	LIME: MATSUNK		08422 - 3186	7,480.00
HOME DEPOT	SUPPLIES-JUNE		08422 - 2200	3.47
J P MASCARO & SONS	SLUDGE REMOVAL: MATSUNK		08422 - 3186	11,597.00
	SLUDGE REMOVAL: MATSUNK		08422 - 3186	15,446.59
KEYSTONE ENGINEERING GROUP, INC	SCADA CIRCUIT BOARD: MATSUNK		08422 - 3700	446.40
M J REIDER ASSOCIATES INC	NPDES TESTING: MATSUNK		08422 - 2250	7,333.60
MAIN POOL & CHEMICAL CO INC	SODIUM BISULFITE: MATSUNK		08422 - 2210	717.00
PECO ENERGY	ELECTRIC: MATSUNK		08422 - 3610	9,110.63
	GAS: MATSUNK CHLORINE BUILDING		08422 - 3620	38.59
	GAS: MATSUNK GARAGE		08422 - 3620	58.74
	GAS: MATSUNK PRESSROOM		08422 - 3620	69.30
POLYDYNE INC	POLYMER: MATSUNK		08422 - 3186	3,795.00
UNIFIRST CORPORATION	UNIFORMS: MATSUNK		08422 - 2380	104.25
	UNIFORMS: MATSUNK		08422 - 2380	105.28
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: MATSUNK		08422 - 3185	58.20
WILLIAM A FRASER INC	SHARP LEASE PAYMENT		08422 - 3840	42.14
	SHARP USAGE		08422 - 3840	1.15
	<i>Total</i>	<i>Matsunk</i>		78,850.66
08423 Collections				
AQUA PENNSYLVANIA	WATER: ABRAMS PS		08423 - 3660	59.67
	WATER: BALLIGO PS		08423 - 3660	59.67
	WATER: MATSONFORD PS		08423 - 3660	59.67
	WATER: ROSS ROAD PS		08423 - 3660	20.46
	WATER: SWEDELAND PS		08423 - 3660	81.28
	WATER: VALLEYBROOK PS		08423 - 3660	20.46
CINTAS CORPORATION #2	FIRST AID SUPPLIES: COLLECTION		08423 - 2446	84.80
COLLIFLOWER INC	AIR COMPRESSOR PARTS		08423 - 2200	30.68
DEER PARK	COOLER WATER: COLLECTIONS		08423 - 2200	32.23
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JULY		08423 - 1560	17,152.92
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-3RD QTR		08423 - 1570	4,435.55
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENINGS		08423 - 3190	51.90
FITNESS REIMB	2NDQTR23 FITNESS REIMB		08423 - 1560	76.05
HOME DEPOT	SUPPLIES-JUNE		08423 - 2200	236.12
HUGH J MEEHAN	HVAC REPAIR: COLLECTIONS		08423 - 2200	325.00
	HVAC REPAIR: COLLECTIONS		08423 - 3760	550.00
KISTLER - O'BRIEN INC	ANNUAL FPS INSPECTION		08423 - 3700	432.00
MGK INDUSTRIES, INC	REPLACE CHECK VALVE: DEKALB PS		08423 - 3780	6,300.00
PECO ENERGY	ELECTRIC: ABRAMS PS		08423 - 3610	2,548.15
	ELECTRIC/GAS: GLEN ROSE PS		08423 - 3610	167.85
	ELECTRIC/GAS: KING MANOR PS		08423 - 3610	644.32
	ELECTRIC/GAS: ROSS ROAD PS		08423 - 3610	253.93
	ELECTRIC/GAS: ROSS ROAD PS		08423 - 3610	316.43
	ELECTRIC/GAS: VALLEYBROOK PS		08423 - 3610	262.99

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PECO ENERGY	ELECTRIC: BALLIGO PS	08423 - 3610	2,441.18	
	ELECTRIC: DEKALB PS	08423 - 3610	166.92	
	ELECTRIC: DEKALB PS	08423 - 3610	166.28	
	ELECTRIC: FLINT HILL PS	08423 - 3610	358.08	
	ELECTRIC: FLINT HILL PS	08423 - 3610	308.95	
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	33.56	
	ELECTRIC: MATSONFORD PS	08423 - 3610	366.31	
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,507.44	
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,605.31	
	ELECTRIC: SWEDESBURG PS	08423 - 3610	334.68	
	ELECTRIC: SWEDESBURG PS	08423 - 3610	260.49	
	ELECTRIC: VF CASINO VAULT	08423 - 3610	45.40	
	GAS: MATSONFORD PS	08423 - 3610	39.38	
	GAS: MATSONFORD PS	08423 - 3610	38.74	
	GAS: SWEDESBURG PS	08423 - 3610	35.42	
	PENNA AMERICAN WATER CO.	WATER: DEKALB PS	08423 - 3660	18.50
		WATER: FLINT HILL PS	08423 - 3660	18.50
		WATER: KING MANOR PS	08423 - 3660	18.50
	UNIFIRST CORPORATION	UNIFORMS: COLLECTIONS	08423 - 2380	106.36
		UNIFORMS: COLLECTIONS	08423 - 2380	132.95
USIC HOLDINGS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	3,866.72	
WILLIAM A FRASER INC	SHARP LEASE PAYMENT	08423 - 3840	42.14	
	SHARP USAGE	08423 - 3840	1.14	
	Total Collections		46,115.08	
 08425 Public Works-Admin				
AQUA PENNSYLVANIA	23Q2 SEWER BILLING DATA	08425 - 2100	162.90	
BERKONE	1STQTR23 COMMERCIAL(878)	08425 - 2100	1,155.25	
GENERAL CODE PUBLISHERS CORP	SHARE OF ANNUAL CODE UPDATE	08425 - 2100	472.91	
IRON MOUNTAIN INFO MGMT INC	SHARE OF ANNUAL RECORD STORAGE	08425 - 2100	389.26	
	Total Public Works-Admin		2,180.32	
 08427 Wastewater				
AMAZON CAPITAL SERVICES, INC.	MIPP OFFICE SUPPLIES	08427 - 7460	195.94	
	OFFICE SUPPLIES	08427 - 7460	9.99	
JANET HIRIAK	TRAINING: PWEA CONFERENCE	08427 - 7460	879.97	
	Total Wastewater		1,085.90	
 18380 Miscellaneous				
MISC	REFUND-500 N GULPH RD-PED CRSG	18380 - 00000	58,065.00	
	Total Miscellaneous		58,065.00	
 18407 CAPITAL - Information Tech				
ADMIN HARRIS	QUARtermaster Scanner	18407 - 07903	299.99	
	REPLACEMENT DRIVES UMCCVIDEO	18407 - 07903	199.14	
CDW-G INC #3418616	REPLACEMENT DOCK	18407 - 07903	110.63	
	REPLACEMENT LAPTOP	18407 - 07903	798.45	
	REPLACEMENT LOBBY TV'S	18407 - 07903	417.00	
	REPLACEMENT PC	18407 - 07903	448.68	
	REPLACEMENT TV	18407 - 07903	229.00	
	RMA REPLACEMENT TV	18407 - 07903	-229.00	
OMEGA SYSTEMS CONSULTANTS, INC	O365 LICENSES	18407 - 07904	88.00	
WIFI INTEGRATORS FOR INNOVATION	USED AP'S	18407 - 07903	500.00	
	Total CAPITAL - Information Tech		2,861.89	
 18410 CAPITAL - Police				
ISLAND TECH SERVICES	ISLAND TECH SERVICES	18410 - 07913	11,989.40	

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total</i>	<i>CAPITAL - Police</i>	11,989.40
18411 CAPITAL - Fire and EMS			
CONTINENTAL FIRE & SAFETY	HARNESSES TURNOUT GEAR	18411 - 07436	1,030.00
	<i>Total</i>	<i>CAPITAL - Fire and EMS</i>	1,030.00
18421 CAPITAL - Trout Run			
ARRO CONSULTING INC	PSA: TROUT RUN MIXER/CONVEYOR	18421 - 07929	5,265.00
BLOOMING GLEN CONTRACTORS, INC.	ABRAMS/VALLEYBROOK/TR PS	18421 - 07888	12,272.00
KISTLER - O'BRIEN INC	#2 GRIT FIRE SUPPRESSION PANEL	18421 - 07741	2,688.00
KOMLINE-SANDERSON ENGINEERING COR	PLUNGER PUMP AIR CHAMBER	18421 - 07741	1,569.87
MUNICIPAL MAINTENANCE CO	REBUILD 4" ALTITUDE VALVE	18421 - 07741	3,060.00
	REBUILD 4" PILOT VALVE	18421 - 07741	1,990.00
	<i>Total</i>	<i>CAPITAL - Trout Run</i>	26,844.87
18423 CAPITAL - Collections			
ARRO CONSULTING INC	PSA: ABRAMS/VALLEYBROOK/TR PS	18423 - 07672	667.80
BLOOMING GLEN CONTRACTORS, INC.	ABRAMS/VALLEYBROOK/TR PS	18423 - 07672	16,361.36
	ABRAMS/VALLEYBROOK/TR PS	18423 - 07679	12,272.00
BRUCE GINSBURG	AIR RELEASE VALVE REPAIR	18423 - 07671	2,950.00
	ROOT CUT: 225 HAWTHORNE ROAD	18423 - 07671	880.00
GREEN FLEET SERVICES INC	REMEDIATION: 404 CHURCH ROAD	18423 - 07671	797.94
JWC ENVIRONMENTAL	CHANNEL GRINDER	18423 - 07671	19,193.40
RAHNS CONSTRUCTION MATERIALS	MANHOLE COVERS & FRAMES	18423 - 07671	5,537.28
T.S.T. INC	SINKHOLE: CROOKED LANE	18423 - 07671	24,685.50
	<i>Total</i>	<i>CAPITAL - Collections</i>	83,345.28
18430 CAPITAL - Transportation			
REMINGTON & VERNICK ENGINEERS II, IN	ENGINEERING: TANNERY DRIVE	18430 - 07665	380.00
T & M ASSOCIATES	ENGINEERING: BROWNLIE ROAD	18430 - 07661	1,161.00
	<i>Total</i>	<i>CAPITAL - Transportation</i>	1,541.00
18434 CAPITAL - Park Maintenance			
EDGE SIGNS & GRAPHICS, LLC	NOR-VIEW FARM SIGN	18434 - 07881	8,542.00
	<i>Total</i>	<i>CAPITAL - Park Maintenance</i>	8,542.00
18436 CAPITAL - Building Maintenance			
NATIONAL CONSTRUCTION RENTALS, INC	SECURITY FENCING: LAFAYETTE	18436 - 07889	1,743.84
	<i>Total</i>	<i>CAPITAL - Building Maintenance</i>	1,743.84
18450 CAPITAL - Park and Recreation			
BERARDELLI LLC	POOL- TREAD STEP	18450 - 07136	10,615.70
	<i>Total</i>	<i>CAPITAL - Park and Recreation</i>	10,615.70
19200 UM Foundation			
GIFT OF COLLEGE, INC	23 BCA-BANSAL-529 PLAN	19200 - 0100	5,003.50
MISC	23 BCA-BAH-ROCHESTER IT	19200 - 0100	2,000.00
	23 BCA-BELMONTE-DREXEL	19200 - 0100	1,000.00
	23 BCA-CRAWFORD-TEMPLE	19200 - 0100	1,000.00
	23 BCA-DAYWALT-BLOOMSBURG	19200 - 0100	2,000.00
	23 BCA-GESUALDI-U OF PITT	19200 - 0100	1,000.00
	23 BCA-KHMELNITSKY-PSU	19200 - 0100	2,500.00
	23 BCA-LARKIN-ROCHESTER IT	19200 - 0100	1,250.00
	23 BCA-LI-U OF PENN	19200 - 0100	1,500.00
	23 BCA-LINDELOW-SHIPPI UNIV	19200 - 0100	1,500.00
	23 BCA-LINEY-MESSIAH	19200 - 0100	1,000.00
	23 BCA-LOBBAN-IUP	19200 - 0100	500.00
	23 BCA-MANOJKUMAR-U OF PITT	19200 - 0100	1,000.00

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MISC	23 BCA-MCGRATH-EAST STROUDSBRG	19200 - 0100	2,000.00
	23 BCA-PATEL-TEMPLE	19200 - 0100	1,000.00
	23 BCA-SIEGRIST-LEHIGH	19200 - 0100	1,000.00
	23 BCA-SOW-DREXEL	19200 - 0100	1,500.00
	23 BCA-SRINIVASAN-PURDUE	19200 - 0100	1,500.00
	23 BCA-THOMAS-PSU	19200 - 0100	500.00
	23 BCA-VALENTE-ST JOSEPH UNIV	19200 - 0100	1,000.00
	Total		29,753.50
	UM Foundation		
40200 Escrow Payables			
LAW OFFICE OF SEAN KILKENNY	127 SOUTH GULPH RD: 1721 (LD)	40200 - 7200	52.50
	230 MALL BOULEVARD: 1830 (LD)	40200 - 7200	717.50
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	157.50
	650 PARK AVENUE: 1685 (LD)	40200 - 7200	35.00
	657/665/671 SOUTH GULPH:1844	40200 - 7200	35.00
	MALVERN ANDERSON: 1813 (LD)	40200 - 7200	35.00
MCMAHON ASSOCIATES INC	161 WEST DEKALB PK: 1852 (LD)	40200 - 7200	97.50
	230 MALL BOULEVARD: 1830 (LD)	40200 - 7200	1,090.00
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	557.50
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	657.50
	411 SWEDELAND - DL: 1783 (LD)	40200 - 7200	97.50
	411 SWEDELAND - DL: 1783 (LD)	40200 - 7200	1,615.00
	446/456-588 SWEDELAND RD: 1803	40200 - 7200	286.25
	657/665/671 SOUTH GULPH: 1844	40200 - 7200	428.75
	657/665/671 SOUTH GULPH:1844	40200 - 7200	667.50
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	97.50
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	432.50
REMINGTON & VERNICK ENGINEERS II, IN	101 BISMARK WAY: 1847 (SWB)	40200 - 7200	850.00
	1045 CROTON ROAD: 1821 (SWB)	40200 - 7200	330.00
	108 FARM LANE: 1855 (SWB)	40200 - 7200	330.00
	111 PRIVET LANE: 1836 (SWB)	40200 - 7200	330.00
	1150 FIRST AVENUE: 1845 (LD)	40200 - 7200	2,592.50
	127 SOUTH GULPH RD: 1721 (LD)	40200 - 7200	660.00
	135 WEST DEKALB PK: 1843 (LD)	40200 - 7200	760.00
	135 WEST DEKALB PK: 1843 (LD)	40200 - 7200	4,752.36
	160 CHARLES STREET: 1850 (SWB)	40200 - 7200	1,605.00
	161 WEST DEKALB PK: 1852 (LD)	40200 - 7200	977.50
	200 SWEDELAND ROAD: 1848 (SWB)	40200 - 7200	1,462.50
	230 MALL BOULEVARD: 1830 (LD)	40200 - 7200	990.00
	230 MALL BOULEVARD: 1830 (LD)	40200 - 7200	1,072.50
	230 MALL BOULEVARD: 1837 (SWB)	40200 - 7200	330.00
	250 HANSEN ACCESS RD: 1795 (LD)	40200 - 7200	330.00
	250 HANSEN ACCESS RD: 1835 (LD)	40200 - 7200	82.50
	2700 HORIZON DRIVE: 1839 (SWB)	40200 - 7200	577.50
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	1,485.00
	331 RIVERVIEW RD: 1828 (SWB)	40200 - 7200	80.00
	411 SWEDELAND - DL: 1783 (LD)	40200 - 7200	660.00
	411 SWEDELAND - DL: 1783 (LD)	40200 - 7200	1,237.50
	411 SWEDELAND - DL: 1841 (SWB)	40200 - 7200	640.00
	432 ROBIN HILL RD: 1849 (SWB)	40200 - 7200	1,727.50
	442 UPPER GULPH RD: 1840 (SWB)	40200 - 7200	412.50
	442 UPPER GULPH RD: 1840 (SWB)	40200 - 7200	742.50
	446/456-588 SWEDELAND RD: 1803	40200 - 7200	82.50
	446/456-588 SWEDELAND RD: 1803	40200 - 7200	1,840.00
	520 COATES STREET: 1842 (SWB)	40200 - 7200	1,027.50
	563 N PRINCE FREDERICK: 1838	40200 - 7200	1,317.50
	588 NORTH GULPH RD: 1812 (LD)	40200 - 7200	20,628.49

UPPER MERION TOWNSHIP

Invoices for Approval

July 13, 2023

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REMINGTON & VERNICK ENGINEERS II, INC	588 NORTH GULPH RD: 1812 (LD)	40200 - 7200	26,139.24
	657/665/671 SOUTH GULPH: 1844	40200 - 7200	165.00
	657/665/671 SOUTH GULPH: 1844	40200 - 7200	5,005.00
	744 CALEY ROAD: 1815 (SWB)	40200 - 7200	412.50
	800 RIVER ROAD: 1853 (LD)	40200 - 7200	1,225.00
	870 RIVER ROAD: 1834 (SWB)	40200 - 7200	472.50
	870 RIVER ROAD: 1834 (SWB)	40200 - 7200	1,485.00
	<i>Total Escrow Payables</i>		91,877.59
			<u>2,206,274.59</u>

**UPPER MERION TOWNSHIP
SUMMARY PAGE
Approval Date - July 13, 2023**

01102	Petty Cash	200.00
01138	Due from Developers	39,623.44
01150	Gas/Diesel/Postage	34,229.36
01200	Current Payables	1,330.00
01301	GF - Property Taxes	27,790.61
01310	511 Taxes	101,390.51
01362	Public Safety	500.00
01367	Park & Recreation	1,122.00
01377	Transit	-341.50
01380	Miscellaneous	2,497.18
01402	Accounting	78,576.91
01403	Tax Collection	138,491.59
01407	Information Technology	19,811.78
01408	Planning	28,681.07
01410	Police	359,439.03
01411	Fire and EMS	267,077.58
01413	Codes Enforcement	22,956.54
01430	Transportation	115,718.51
01432	PW-Vehicle Maintenance	24,865.48
01434	PW-Park Maintenance	89,861.97
01436	PW-Building Maintenance	38,273.76
01450	Park and Recreation	196,345.00
01493	TMA/Rambler/Other	22,898.61
01495	Misc. Expense	6,467.59
04456	Library	64,070.55
08421	Trout Run	67,954.99
08422	Matsunk	78,850.66
08423	Collections	46,115.08

**UPPER MERION TOWNSHIP
SUMMARY PAGE
Approval Date - July 13, 2023**

08425	Public Works-Admin	2,180.32
08427	Wastewater	1,085.90
18380	Miscellaneous	58,065.00
18407	CAPITAL - Information Tech	2,861.89
18410	CAPITAL - Police	11,989.40
18411	CAPITAL - Fire and EMS	1,030.00
18421	CAPITAL - Trout Run	26,844.87
18423	CAPITAL - Collections	83,345.28
18430	CAPITAL - Transportation	1,541.00
18434	CAPITAL - Park Maintenance	8,542.00
18436	CAPITAL - Building Maintenance	1,743.84
18450	CAPITAL - Park and Recreation	10,615.70
19200	UM Foundation	29,753.50
40200	Escrow Payables	91,877.59
TOTAL AMOUNT A/P		<u>2,206,274.59</u>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>
6/9/2023	\$959,407.66	\$110,564.82
Police Holiday Pay 6/12/23	\$421,248.76	\$34,389.59
Retro Pay 6/16/23	\$187,029.32	\$12,771.65
Clothing Allowance 6/16/23	\$14,125.00	
6/23/2023	\$910,500.25	\$108,035.81
TOTAL PAYROLL		\$2,758,072.86
TOTAL WARRANT		<u>\$4,964,347.45</u>