

**UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
OCTOBER 15, 2020 MEETING ~ 6:30 PM**

**REVISED AGENDA**

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes:
5. Chairman's Comments:
6. New Business:
  - A. Presentation by PSATS to Upper Merion Township re: PSATS Outstanding Citizen Communication Award
  - B. Presentation re: Upper Merion Fire and Emergency Service Awards
  - C. Presentation of the Bernard S. Gutkowski, Sr. Firefighter of the Year Award and the Mary Bacchi Emergency Medical Services Responder of the Year Award to the Upper Merion Township Fire and EMS Department
  - D. Board of Community Assistance – Announcement of 2<sup>nd</sup> Round Grant Recommendations
  - E. Consent Agenda re:
    1. Resolution 2020-39 re: Reducing Police Officers' Contributions to the Police Pension Plan for the Year 2021 from 6% to 4%
    2. **Approval of Funding Agreement by and between SEPTA and Upper Merion Township relating to a Subgrant under the Free Transit Program to provide annual funding for the Rambler in the amount of \$19,215.00**
    3. **Community Center Roof Project Roofing Contract– Change Order No. 1 - Consideration of Change Order No. 1 for the Community Center Roof Project submitted by Detweiler Roofing for the deletion of security fencing and west wall sealants and the addition of snow guards for a net decrease in the contract of \$6550.00.**
  - F. Resolution 2020-37 - Development Plan – Merion Innovations 1 LLC., 411 Swedeland Road. Consideration of a preliminary/final land development plan submitted by Merion Innovations 1 LLC, as prepared by Taylor, Wiseman & Taylor Engineers, dated March 15, 2020, for the construction of a new two-level parking garage and associated site improvements containing 236 spaces to serve existing 923,752 SF Discovery Labs facility. (LI Zoning District).
  - G. Public Hearing re: An Ordinance amending the Upper Merion Township Subdivision of Land Ordinance, Chapter 145-10.E, streets, alignment and design guidelines, to amend minimum widths of local roadways and collector and feeder roadways

- H. Public Hearing re: An Ordinance amending the Upper Merion Township Official Zoning Map to rezone certain parcels to SC Shopping Center Zoning District
- I. Public Hearing re: An Ordinance amending the Upper Merion Township Zoning Ordinance, Chapter 165, Providing residential-oriented development allowances, comprised of permitted row house dwellings, subject to Conditional Use
- J. Public Hearing re: An Ordinance to amend the Township's Zoning Ordinance and Subdivision of Land Ordinance in order to permit and encourage the innovative commercial use of certain lands within the Township
- K. Public Hearing re: An Ordinance to amend the Township's Zoning Ordinance and Subdivision of Land Ordinance in order to permit the establishment of a township wide communication platform.
- L. Monument Display Lease Agreement – Bob White Park, Croton Road (Parcel No. 58-00-05467-001. Consideration of a proposed 30-year lease agreement with Croton Road (L) Upper Merion Land Holdings, LLC for the lease of a portion of the property known as Bob White Park for the exclusive right to construct and maintain an off-premises advertising display subject to the terms and conditions outlined in said lease.**
- M. Monument Display Lease Agreement – Parcel No. 58-00-16027-007, Westerly side of right-of-way of SR 422 at the Betzwood Bridge. Consideration of a proposed 30-year lease agreement with 422 East-(L) Upper Merion Land Holdings, LLC for the lease of a portion of the property known as Parcel No. 58-00-16027-007 for the exclusive right to construct and maintain an off-premises advertising display subject to the terms and conditions outlined in said lease.**
- N. Monument Display Lease Agreement – Parcel No. 58-00-16027-007, Easterly side of right-of-way of SR 422 at the Betzwood Bridge. Consideration of a proposed 30-year lease agreement with 422 West-(L) Upper Merion Land Holdings, LLC for the lease of a portion of the property known as Parcel No. 58-00-16027-007 for the exclusive right to construct and maintain an off-premises advertising display subject to the terms and conditions outlined in said lease.**
- O. Purchase/Sell Agreement – 216 Allendale Road (Parcel No. 58-00-00337-001) Consideration of a proposed Purchase/Sell Agreement with 216-(F) Upper Merion Holdings, LLC, equitable owner, for the acquisition of 216 Allendale Road by the Township subject to the terms and conditions outlined in said agreement.**

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

In order to comply with the Governor's Order and Social Distancing recommendations, the Board of Supervisors will limit in-person attendance at the meeting. As an alternate to in-person attendance, the Board of Supervisors has established the use of the MyUMT Communications App on the Township's website, [www.umtownship.org](http://www.umtownship.org) to accommodate virtual public participation in the meeting. The meeting will

be broadcast on Comcast Channel 22 and Verizon Channel 33, call in via telephone to (484) 636-3930 to submit questions and comments during the meeting. For more information regarding participation options, please check the Township website.

#### In-Person Meeting Guidance

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

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

# **BOARD OF COMMUNITY ASSISTANCE**

## **2<sup>nd</sup> Round Recipients – Organizations (9)**

Super T's Mast Cell Foundation Superhero Showdown Race	\$750.00
Victim Services of Montco Remote Access to VSC Core Services	\$2,000
Upper Merion Shade Tree Commission Burgess Arboretum Bamboo Containment	\$1,000
Upper Merion Tree Tenders Burgess Arboretum Bamboo Containment	\$1,000
Laurel House Domestic Violence Shelter & Services	\$2,500
Upper Merion Area Community Cupboard Community Cupboard	\$5,000
Upper Merion Baptist Nursery School Book Replacement Project	\$500.00
UMASD – Social Work Social Work Emergency Fund	\$5,000
UM Park & Historic Foundation Bridge Replacement	\$2,500

**RESOLUTION NO. 2020-39  
UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PA**

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**A RESOLUTION REDUCING POLICE OFFICERS' CONTRIBUTIONS TO THE POLICE  
PENSION PLAN FOR THE YEAR 2021**

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**WHEREAS**, Act 600 previously provided for the elimination/reduction of members' contributions if certain criteria were met, and;

**WHEREAS**, Act 30 amended Act 600 by eliminating certain criteria for the elimination/reduction of contributions, and;

**WHEREAS**, the only criteria for the elimination/reduction of contributions according to Act 30 is:

Any reduction or elimination of contributions shall be authorized on an annual basis by resolution or ordinance, and;

**WHEREAS**, Upper Merion Township has reviewed this amendment and criteria, and unanimously approves the reduction of members' contributions by the Police Pension Plan members to be four (4.00%) per centum for the year 2020.

**NOW, THEREFORE, BE IT RESOLVED**, that Upper Merion Township does hereby ratify and affirm the reduction of members' contributions to the Police Pension Plan by its members for the year 2021.

**RESOLVED**, this 15th day of October , 2020 by the Board of Supervisors of Upper Merion Township.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
**ANTHONY T. HAMADAY  
TOWNSHIP MANAGER**

By: \_\_\_\_\_  
**WILLIAM JENAWAY  
CHAIRPERSON**

EXECUTION DOCUMENT

FUNDING AGREEMENT BY AND BETWEEN  
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY  
AND THE SUBGRANTEE IDENTIFIED BELOW  
RELATING TO A SUBGRANT UNDER THE FREE TRANSIT PROGRAM

Date of Execution of the Funding Agreement:

Identity Of Subgrantee

Legal Name of Subgrantee: Upper Merion Township

Tax Identification Number: 23-6000540

Address: 175 W. Valley Forge Road  
King of Prussia, PA 19406

Contact Person: Nicholas F. Hiriak, Director of Finance & Administration

Telephone Number: 610-205-8541

Facsimile Machine Telephone Number: 610-768-0482

E-mail Address: nhiriak@umtownship.org, rhenry@gvftma.com

Terms Of The Funding Agreement

Maximum Amount of the Subgrant ("Subgrant"): \$19,215.00

Commencement Date of the Services: July 1, 2020

Termination Date of the Services: June 30, 2021

Special Conditions Under the Funding Agreement: N/A

## EXECUTION DOCUMENT

THIS FUNDING AGREEMENT (“Funding Agreement”) is entered into and is effective on the dates set forth on the first page hereof by and between Southeastern Pennsylvania Transportation Authority (“SEPTA”), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with its principal offices located at 1234 Market Street, 10<sup>th</sup> Floor, Philadelphia, Pennsylvania 19107-3780, and Subgrantee identified on the first page hereof (“Subgrantee”), both of which may be referred to in the singular as “Party” or in the plural as “Parties”.

### WITNESSETH:

WHEREAS, Act 89 of 2013 amended the Public Transportation Law (“PTL”) and created the Public Transportation Trust Fund (“Trust Fund”); and

WHEREAS, under 74 Pa.C.S. §1506(b)(2) of PTL the Department of Transportation of the Commonwealth (“PennDOT”) deposits into the Trust Fund money that PennDOT obtains from the State Lottery Fund for fixed route transit and for the Free Transit Program for Senior Citizens (“Free Transit Program”); and

WHEREAS, PennDOT uses the money in the Trust Fund to provide, *inter alia*, financial assistance (i) through programs established under 74 Pa.C.S. Chapter 15 (“Chapter 15”) and (ii) other purposes that are set forth in Chapter 15; and

WHEREAS, financial assistance for the Free Transit Program is part of the financial assistance that PennDOT provides to local transportation organizations for operating expenses; and

WHEREAS, SEPTA is a recipient from PennDOT of financial assistance for operating expenses and PennDOT requires SEPTA to pass onto various subgrantees portions of the funds so that subgrantees have financial assistance for their participation in the Free Transit Program; and

WHEREAS, Subgrantee is eligible for financial assistance for its participation in the Free Transit Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby covenant and agree as follows.

### ARTICLE I RECITALS, ATTACHMENTS AND DEFINITIONS

Section 1.1 Page 1 and the recitals are hereby incorporated herein as if set forth in full.

## EXECUTION DOCUMENT

Section 1.2 The documents identified below are attached to the Funding Agreement and the documents are deemed to be a part hereof:

Attachment 1: The Services That Subgrantee Will Perform (“Services”).

Attachment 2: Standard Terms And Conditions For Public Transportation Grants.

Attachment 3: Payment Schedule.

Section 1.3 For purposes of the Funding Agreement the terms set forth in this section and elsewhere in the Funding Agreement shall have the indicated meanings.

a. The word “Grant” refers to the grant by PennDOT that SEPTA will use in connection with the Funding Agreement.

b. When herein SEPTA requests a document (e.g., a report, a file, a form) and whether or not the request includes the phrases “in writing” or “in a writing”, Subgrantee may transmit the document electronically and SEPTA’s receipt of the electronic transmission of the document satisfies the request without Subgrantee’s sending a paper copy thereof; provided, however, that the request does not specifically require a paper copy of the document.

## ARTICLE II ENGAGEMENT OF SUBGRANTEE

Section 2.1 Subgrantee will perform the Services that are set forth in Attachment 1 under the terms and conditions of the Funding Agreement. Subgrantee will be solely responsible for the full and complete performance of the Services.

Section 2.2 The Services may be reduced, modified or expanded by a written amendment to the Funding Agreement that SEPTA and Subgrantee execute.

## ARTICLE III TERM

Section 3.1 Subgrantee must commence performing the Services on the Commencement Date and complete performing the Services on the Termination Date.

[Article IV begins on the next page.]

## ARTICLE IV



## EXECUTION DOCUMENT

### PAYMENTS

Section 4.1 The subgrant that is the subject of the Funding Agreement shall be funded pursuant to 74 Pa.C.S. § 1506(b)(2).

Section 4.2 Subject to the terms of the Funding Agreement and the provisions of the State Lottery Law and the PTL, SEPTA will pay to Subgrantee out of funds that SEPTA receives therefor a subgrant for the current fiscal year for the Free Transit Program. Attachment 3 lists the payments for Fiscal Year 2021. SEPTA will make the payments in the amounts and on the dates set forth in Attachment 3.

Section 4.3 Subgrantee will perform the Services for an amount not to exceed the Maximum Amount of the Subgrant. In no event shall SEPTA be responsible for any costs that Subgrantee incurs in performing the Services in the event that SEPTA has not received the Grant or any part thereof. In addition, any expenses that Subgrantee incurs that exceed the Maximum Amount are the sole responsibility of Subgrantee.

### ARTICLE V SUBGRANTEES' RESPONSIBILITIES

Section 5.1 The directives for the Free Transit Program, as amended from time to time, are incorporated by reference into the Funding Agreement.

Section 5.2 Subgrantee will comply with the Standard Terms And Conditions For Public Transportation Grants, a copy of which is Attachment 2.

Section 5.3 Subgrantee acknowledges that 74 Pa.C.S. § 1506(b)(2) requires Subgrantee to use financial assistance obtained under the Funding Agreement only for purposes permitted under the State Lottery Law except that (i) Subgrantee may also use the funds to pay estimated transit losses resulting from providing the Services during the provider's regular hours of service and (ii) fares for senior citizens on commuter rail service shall be limited to \$1 per trip and shall be extended to all hours of commuter rail service.

Section 5.4 Subgrantee acknowledges that 74 Pa.C.S. § 1507(c) requires Subgrantee to use financial assistance under Chapter 15 only for activities set forth under the Funding Agreement unless PennDOT grants Subgrantee a waiver that allows the financial assistance to be used for a different purpose.

Section 5.5 Subgrantee acknowledges that 74 Pa.C.S. § 1512 requires recipients of financial assistance under Chapter 15 to coordinate the services or activities that the financial assistance funds in order to assure that such recipients provide the services or activities efficiently and effectively.

Section 5.6 Subgrantee will comply with all applicable laws and regulations of the

## EXECUTION DOCUMENT

federal government and the Commonwealth.

### ARTICLE VI AUDIT AND REFUND

Section 6.1 Subgrantee shall prepare, maintain and make available for inspection and audit by SEPTA or PennDOT all work and cost records ("Records") that relate to the Funding Agreement. Subgrantee shall make the Records available at Subgrantee's place of business during regular business hours during the term of the Funding Agreement and for up to three years after SEPTA makes the final payment under the Funding Agreement. Subgrantee must prepare and maintain the Records in accordance with generally accepted accounting principles.

Section 6.2 In the event that SEPTA or PennDOT determines that actual costs that Subgrantee incurred under the Funding Agreement are less than the costs that Subgrantee reported and which SEPTA paid, Subgrantee, at the sole discretion of SEPTA, shall either refund to SEPTA the amount of the overpayment or accept that SEPTA will deduct the amount of the overpayment from payments due to Subgrantee under the Funding Agreement. Subgrantee must refund money to SEPTA within 60 days of SEPTA's demand therefor.

### ARTICLE VII RELEASE AND INDEMNIFICATION

Section 7.1 Subgrantee releases, indemnifies and holds harmless SEPTA, its board members, officers, agents, servants, workers, employees, subsidizers and PennDOT from and against any and all claims, losses, demands, damages, suits, liabilities, consequential damages, charges, penalties, fines, settlement payments or expenses (including, but not limited to, the fees and costs of attorneys and other professionals) of any kind or nature whatsoever, whether known or unknown, accrued or unaccrued, or suspected or unsuspected, relating to, in connection with, or arising out of bodily injury, sickness, disease or death, loss of income, loss of property, loss of use of property, or damage to or destruction of property that in any way relates to, is connected with or arises out of the Funding Agreement.

Section 7.2 Subgrantee also expressly and irrevocably agrees to forego any protection afforded under § 303(b), as amended, of Pennsylvania's Workers' Compensation Act, 77 P.S. § 481(b), and fully to defend, indemnify and hold harmless SEPTA and to assume unlimited liability for harm or injury suffered by any employee, worker, agent, servant or contractor of Subgrantee or any other person. Except if caused by the sole negligence of SEPTA, Subgrantee hereby expressly and irrevocably releases and agrees to be fully liable for and shall fully indemnify, defend and hold harmless SEPTA from and against any and all claims, demands, actions, suits, losses, costs, damages, fines,

## EXECUTION DOCUMENT

penalties, settlement payments, liabilities, or expenses (including, but not limited to, the fees and costs of attorneys and other professionals) relating to, in connection with, arising out of, or resulting from the Funding Agreement that are made by any employee, worker, agent, servant or contractor of Subgrantee including claims for compensation or benefits payable to any extent by or for Subgrantee, its subcontractor or agent, under any workers' or similar compensation acts or other employee benefits acts.

### ARTICLE VIII TERMINATION OF THE FUNDING AGREEMENT

Section 8.1 SEPTA may terminate the Funding Agreement due to Subgrantee's failure to perform or inadequate performance or for any other breach by Subgrantee of the terms of the Funding Agreement.

Section 8.2 SEPTA may terminate the Funding Agreement if funds from the Grant are no longer available.

Section 8.3 SEPTA may terminate the Funding Agreement without cause upon 30 days' written notice to Subgrantee. In the event of termination without cause, SEPTA shall be obligated to Subgrantee for payments under the Funding Agreement that are due and owing prior to the date of termination.

### ARTICLE IX ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY CONTRACTING

Section 9.1 Subgrantee has not and will not assign, transfer or subcontract the performance of the Services or rights under or interest in the Funding Agreement, other than those disclosed in its application to SEPTA and incorporated into Attachment 1. Thereafter Subgrantee may assign, transfer or subcontract the performance of the Services or rights under or interest in the Funding Agreement only if SEPTA approves. If such contract, transfer or subcontract occurs, Subgrantee remains fully liable and responsible for the acts and omissions of an assignee, transferee or subcontractor.

Section 9.2 Subgrantee shall not purchase any material or services and/or enter into any purchase order or agreement with any third-party for which funds from Subgrantee will be used ("Third-Party Contract") without prior notification and written approval from SEPTA. Before a Subgrantee solicits a bid or proposal for a Third-Party Contract, SEPTA must review Subgrantee's procurement process. SEPTA must review and approve any Third-Party Contract prior to its execution by Subgrantee and third party contractor. The name and contact information of the person who is responsible for review and approvals is:

[Section 9.2 continues on the next page.]

## EXECUTION DOCUMENT

Robin Deveney  
Director, Compliance & Quality Assurance  
Southeastern Pennsylvania Transportation Authority  
1234 Market Street, 11<sup>th</sup> Floor  
Philadelphia, PA 19107-3780  
215-580-3505  
[rdeveney@septa.org](mailto:rdeveney@septa.org)

### ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 If any paragraph, clause, section or part of the Funding Agreement is held invalid or declared to be void or non-enforceable for any reason, all paragraphs, clauses, sections or parts shall nevertheless continue in full force and effect.

Section 10.2 All matters or claims arising out of, related to, or in connection with the Funding Agreement or the relationship between the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Funding Agreement or relationship between the Parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices that Subgrantee may have under any such rules or law. Subgrantee hereby expressly consents to the jurisdiction of the state and federal courts that are located in the City of Philadelphia and hereby expressly and irrevocably waives any objection that Subgrantee may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the City of Philadelphia and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over Subgrantee. Subgrantee represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Subgrantee. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Grantee of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

Section 10.3 All notices required under the Funding Agreement shall be in writing and mailed to addressees listed below.

[Section 10.3 continues on the next page.]

EXECUTION DOCUMENT

If to SEPTA: Charles F. Kryder, CPA  
Manager, Revenue Accounting, Operating Grants  
and Fixed Assets  
Southeastern Pennsylvania Transportation Authority  
1234 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3780  
215-580-7891  
ckryder@septa.org

If to Subgrantee: To the person identified on the first page hereof.

Section 10.4 The Parties intend that this writing be the final expression of their agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Funding Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of the Funding Agreement. No representations, understandings or agreements have been made or relied upon in the making of the Funding Agreement other than those specifically set forth herein. The Funding Agreement can be modified only by a writing signed by the Party against whom the modification is enforceable.

Section 10.5 If any portion of any term, section or provision of the Funding Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Funding Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Funding Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 10.6 Nothing contained in the Funding Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.

Section 10.7 Any intention to create a joint venture or partnership relation between the Parties is hereby expressly disclaimed.

Section 10.8 The captions and headings of articles and sections are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in the Funding Agreement.

EXECUTION DOCUMENT

IN WITNESS WHEREOF, the Parties have executed the Funding Agreement by their duly authorized officers or representatives as of the date above written.

Southeastern Pennsylvania  
Transportation Authority, SEPTA

By: \_\_\_\_\_  
(Seal)  
Richard G. Burnfield  
Deputy General Manager


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

Upper Merion Township  
Subgrantee

By: \_\_\_\_\_  
(Seal)  
[Name and Title]

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

Approved as to form

By:   
Office of the General Counsel  
of SEPTA

EXECUTION DOCUMENT

THE SERVICES THAT SUBGRANTEE WILL PERFORM

ATTACHMENT 1

## EXECUTION DOCUMENT

### THE SERVICES THAT SUBGRANTEE WILL PERFORM

Subgrantee will use the funds obtained under the Funding Agreement to provide free fixed route local transit service (“Services”) on the Upper Merion Rambler Shuttle during its regular hours of service to persons who are a minimum of 65 years of age.

Subgrantee will be responsible for verifying age eligibility for the Services in accordance with the Funding Agreement, the State Lottery Law, the PTL, regulations of PennDOT, and directives for the Free Transit Program. Subgrantee must file with PennDOT and SEPTA copies of timetables, route maps, and rates of fare associated with the Services. Subgrantee will notify SEPTA, in advance, of any proposed change in scheduled service, routes, or fares. SEPTA in turn will forward to PennDOT the proposed changes.

Subgrantee will submit to SEPTA for forwarding to PennDOT by the 10<sup>th</sup> of every calendar month, on forms that SEPTA will provide, an accurate monthly report on the Services for the previous month.

Subgrantee will submit to SEPTA, as part of the application requirements, a proposed ridership verification procedure. SEPTA will forward to PennDOT the proposed ridership verification procedure for PennDOT’s review and, if within law and regulations, approval.



EXECUTION DOCUMENT

STANDARD TERMS AND CONDITIONS  
FOR PUBLIC TRANSPORTATION GRANTS

ATTACHMENT 2

## STANDARD TERMS AND CONDITIONS FOR PUBLIC TRANSPORTATION GRANTS

1. **Project account.** A separate and special Project account shall be maintained by the Grantee, either within the Grantee's existing accounting system or independently, identified by the Project Number appearing on the face of this Agreement. All Grant funds paid to the Grantee to meet Project costs shall be credited to the Project account. After completion of the Grant period, if the Project account is not an interest-bearing account, any unencumbered Department funds remaining in the Project account shall be transferred to an interest bearing account to be identified separately by the Mass Transit Project Number appearing on the face of this Agreement. Such remaining funds, including all accrued interest, shall be kept in the interest bearing account until expended by the Grantee for Project costs or until such time as the Department shall otherwise direct their disposition. The Grantee agrees that any amounts spent in excess of the Grant maximum or outside of the Grant time parameters are the sole responsibility of the Grantee.

2. **Records.** The Grantee will maintain full and accurate records with respect to all matters covered by this Agreement at its principal place of business. The Department or its designee will be permitted, during regular hours and at all reasonable times during the Project period and for three years after final payment under this Agreement, to have free access to original instruments, including records or copies, in the Grantee's possession, custody, or control, and to examine and audit the same, including the right to make and carry away transcripts and to inspect data, records, documents, and notes of activities. If federal funds are included in this Agreement, this paragraph is supplemented with the requirements of paragraph 2. Records in STANDARD TERMS AND CONDITIONS FOR PUBLIC TRANSPORTATION GRANTS USING FEDERAL FUNDS.

3. **Payment adjustment.** In the event that the Department determines, by audit or otherwise, which determination shall be conclusive, that the Department financial participation properly attributable to the Grant program is less than the amount of the Grant, the Grantee agrees, at the option of the Department, to either refund to the Department the amount by which the Grant exceeds the justified Department financial participation, such refund to be made within 60 days of a Department demand, or agree to the offset of the amount in accordance with Paragraph 13 of these terms and conditions. In lieu of these requirements, the Department may, by letter, adjust the amount of Grant funds under this Agreement to reflect the actual justified amount. If the Department determines that additional funds are justified for the Project, the Department, in its sole discretion, may, by letter, increase the Department's Project participation.

4. **Termination.** The Department may immediately terminate this Agreement for non-performance, inadequate performance, or other breach by the Grantee of any of the provisions of, or obligations of the Grantee under, this Agreement. This Agreement may be terminated immediately by the Department at any time due to non-availability of funds to the Department. In lieu of termination, the Department, at its option, may reduce, delay or deny payments under the Agreement. The Department may also, upon 30 days' written notice to the Grantee, terminate this Agreement without cause. In this event, the Department shall be obligated to the Grantee for payments under this Agreement which are due and owing prior to the effective date of the termination.

5. **Use and maintenance of project property.** If Grant funds are used, with written Department permission, to purchase property, real or personal, the Grantee agrees to use such property solely for the transportation purposes described in its Project application. The Grantee shall obtain the written approval of the Department of any proposed change in the transportation

purposes for which Project property may be used. The Grantee shall keep and maintain Project property in good physical and mechanical condition at all times and make all repairs necessary for its preservation and efficient operation. Upon notification by the Department that the Project property has not been satisfactorily maintained, the Grantee will, at its own expense, take such corrective action as is necessary to restore the Project property to a state of good, sound and safe repair. The Grantee agrees to procure and maintain occurrence-based insurance against fire, destruction, and similar risks on all Project property in amounts which will adequately protect the current value of the Department's Grant investment. The Department shall be named as an additional insured in all insurance policies covering Project property. In the event of any complete or partial loss of Project property, the Grantee agrees to cooperate in all ways necessary to obtain recovery upon such insurance. Insurance proceeds shall be applied to rebuild or replace Project property where feasible. If rebuilding or replacement is not feasible, with Department approval, insurance proceeds shall be applied to capital expenditures for Project transportation purposes to the extent it is reasonably possible to approximate the purposes served by the Project property before its destruction. The Grantee, with the written approval of the Department, may use its own program of self-insurance to meet its obligations under this paragraph.

6. **Alienation of project property.** The Grantee shall not pledge, lend, mortgage, sublet or part with the possession of the Project property; nor shall the Grantee attempt in any other manner to dispose of Project property or suffer any liens or legal process to be incurred or levied thereon without written permission from the Department.

7. **Estimated useful life.** For purposes of paragraphs seven, eight, nine and ten of this Agreement, the Grantee's responsibilities therein described will extend, as to each item of Project property identified in Exhibit "A", for a term of years or, in the case of vehicles, years or miles traveled, equal to the Estimated Useful Life ("EUL") therein indicated. The EUL will begin, as to each line item of Project property, upon acceptance by the Grantee of Project property, and will extend for the terms of years or, in the case of vehicles, years or miles traveled, indicated in Exhibit "A". In the event the Grantee desires to reduce the EUL of any line item, the Grantee shall make a written request to the Department for permission. The Department, in its sole discretion, may approve or deny the Grantee's request. If the request is approved, the Department shall notify the Grantee in writing, which notification shall include the reduced EUL for the Project property.

If the Grantee retires or otherwise disposes of any item of Project property prior to the expiration of its EUL, the Grantee agrees to refund to the Department an amount equal to:

$$\begin{array}{r} \text{Amount of Federal \& State Funds} \\ \text{Used to Purchase the Item} \end{array} \times \frac{\begin{array}{r} \text{Remaining Years of EUL of} \\ \text{Retired or Disposed Property} \end{array}}{\text{EUL of Retired or Disposed Property}}$$

The Department may waive this requirement at its discretion in the event of extenuating circumstances.

If the Grantee requests a line item substitution or change, as provided in paragraph four of this Agreement, and the Department approves that request, the Department's written notification shall include the EUL for the replacement or additional Project property.

8. **Disposition of project property.** If the Grantee disposes of any item of Project property after the expiration of its EUL, the Grantee shall have and follow written procedures for determining the fair market value of the item. The grantee shall have and follow written procedures for disposing of the item in a manner that allows the proceeds from the sale of the item to be equivalent to the fair market value of the item. The Grantee may retain the sale proceeds of any item of Project property after the expiration of its EUL, as long as the proceeds

remain in use for mass transit purposes. The Grantee shall give the Department written notification after the disposition of any item of Project property.

9. **Ownership of documents.** The Department shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material. No report, document, or other material produced in whole or in part with Grant funds shall be subject to copyright in the United States or any other country without the consent of the Department. The Grantee shall not include in its data any copyrighted matter without the written approval of the Department, which approval shall not be given without the written permission of the copyright owner. All reports and other documents completed as part of the Project, other than documents prepared exclusively for internal use, shall contain an appropriate notice of financial assistance provided by the Department.

10. **Prohibited interests.** No officer, employee, or agent of the Grantee who exercises any function or responsibility in connection with the review or approval of the undertaking or carrying out of the Project or any part thereof has acquired or shall acquire voluntarily, prior to the completion of the Project, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge of his functions or responsibilities for the Project. Any person who involuntarily acquires an incompatible or conflicting personal interest shall immediately disclose this interest to the Department in writing. Thereafter, the affected person shall not participate in any action affecting the work under this Agreement unless the Department shall have determined that, in light of the personal interest disclosed, participation in such action would not be contrary to the public interest.

11. **Independent contractor.** The Grantee certifies that it has performed or will perform its services under this Agreement as an independent contractor and that, in performing all of its services under this Agreement, it has made or will make provisions for Worker's Compensation, where the same is required, and has carried out or will carry out full responsibility for the payment of Social Security taxes, as well as all income tax deductions and any other taxes or payroll deductions required by law, for its employees who have performed or will perform services under this Agreement.

12. **Insurance; indemnification.** The Grantee shall hold the Department harmless from any and all claims, demands and actions based upon or arising out of any services performed by its employees under this Agreement and shall defend any and all actions brought against the Department based or to be based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies protect, or have been or will be endorsed to protect, the Grantee and the Department from all claims of bodily injury (including death) and property damage arising out of any of the service performed or to be performed by the Grantee and its employees and agents.

13. **Assignment/novation.** The Grantee certifies that it has not assigned or transferred any interest in this Agreement, whether by assignment or novation, and agrees that it will not do so, without prior written approval of the Department.

14. **No waiver.** No covenant or condition of the Agreement may be waived except by the written consent of the Department and the Grantee. Any action or inaction by the Department in any regard whatsoever shall not be construed as a waiver of any covenant or condition to be performed by the Grantee, and, until complete performance by the Grantee of the covenant or condition, the Department shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite prior action or inaction.

15. **Travel.** The Grantee will comply with Commonwealth standard travel policies in effect at the time of the Agreement.

16. **Steel Products Procurement.** The Grantee shall comply with applicable provisions of the "Steel Products Procurement Act", Act No. 3 of 1978, March 3, P.L. 6 (73 P.S. Sections 1881 et seq.).

17. **Audit.** The Grantee shall provide an audit report prepared in accordance with accepted audit standards. At the Department's option, the Grantee may substitute a reputable public accounting firm's unaudited financial statement substantiating Project costs. If an audit of all Project costs has been completed by the date of submission of any required reports, the audit report shall be included with that report; if some or all Project costs have not yet been audited when any final reports are submitted, the Grantee shall submit the audit report within six months of the conclusion of the Grant period.

18. **Insurance of Project Property.** The Grantee agrees to procure and maintain insurance on all Project property against fire, destruction, or other similar risks, in sufficient amounts to adequately protect the current value of the Department's investment in the Project property. In the event that any or all of the Project property shall be wholly or partially destroyed by fire or other casualty covered by insurance, the Grantee agrees to cooperate by taking or causing to be taken all action necessary to enable recovery upon such insurance. It is understood that the proceeds of any insurance will be applied to rebuild any Project property partially destroyed, or to replace any Project property wholly destroyed, if such rebuilding or replacement is feasible; or, if rebuilding or replacement is not feasible, the proceeds will be applied, with approval of the Department, to capital expenditures for similar transportation purposes, insofar as it is reasonably possible to approximate the purposes served by the Project property before its destruction. The Grantee may use a program of self-insurance to meet its obligations hereunder.

19. **Retainage.** The Department may withhold an amount not to exceed ten (10%) percent of the Department portion of net Project cost of this Agreement to ensure substantial completion by the Grantee of the Project. The Department may at any time release any portion of any such retainage if, in the opinion of the Department, the Grantee has substantially completed sufficient portions of the Project to justify such payments.

20. **Purchase of Project Equipment.** The purchase of all Project equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee in accordance with applicable State law, procurement regulations or procedures, and the Department's "Procurement Procedures", incorporated herein by reference and made a part hereof. Project equipment shall be purchased in conformity with the latest approved Project Budget. All purchases are subject to prior Department concurrence in the selection of the vehicle supplier and the procurement process being undertaken by the Grantee. Title to Project equipment shall be in the Grantee, subject to the restrictions on use and disposition of the Project equipment set forth herein.

21. **Diverse Business Participation for Non-Federally-Funded Projects.** For non-federally funded projects, the Contractor shall comply with the provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa.C.S. §303 (Diverse business participation)."

**Offset Provision**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

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

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

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

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

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



subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

Exhibit

### CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

### **Contractor Responsibility Provisions**

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

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

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

### Grant Provisions – Right to Know Law

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

Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

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

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

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

**APPLICABLE TO RECIPIENTS OF STATE FINANCIAL ASSISTANCE AUTHORIZED BY PTL SECTION 1513 FUNDING**

1. As a recipient of Section 1513 funding, Grantee agrees to the following requirements, in addition to the general grant requirements set forth in the body of the Grant Agreement to which this is attached.
2. Section 1513 funding is designed to permit the Department to assist municipalities, counties, or their instrumentalities to continue necessary service to the public, to permit needed improvements in services that are not self-supporting, and furtherance of public passenger transportation, including state asset maintenance costs.
3. Payments of Section 1513 funds set forth on Exhibit A shall be made monthly during the current grant period.
4. All Grant payments shall be conditioned upon the Grantee's providing progress reports in a form acceptable to the Department in accordance with the following schedule:
  - a. A third quarter progress report covering January 1-March 31 of the prior grant period, shall be provided no later than April 30th or the next monthly and subsequent monthly payments will be withheld until such report is provided;
  - b. A fourth quarter progress report covering April 1-June 30 of the prior grant period shall be provided no later than July 31st of the current grant period or the next monthly and subsequent monthly payments will be withheld until such report is provided;
  - c. A first quarter progress report covering July 1-September 30 of the current grant period shall be provided no later than October 31st of the current grant period or the next monthly and subsequent monthly payments will be withheld until such report is provided;
  - d. A second quarter progress report covering October 1- December 31 of the current grant period shall be provided no later than January 31st of the current grant period or the next monthly and subsequent monthly payments will be withheld until such report is provided.
  - e. A final audited report will be due December 31st following the close of the grant period. Failure to provide a final report will result in future monthly payments being withheld until such report is provided to the Department.
5. The Grantee, by receipt of Section 1513 funds, agrees that it has provided, maintained, and operated, and shall continue to provide, maintain and operate, public passenger transportation in its vicinity during the time period covered by this Grant Agreement and that such services shall be provided pursuant to the description of the Project contained in the Grantee's Application, and by the most recent Project Budget approved by the Department, both incorporated herein by reference.



6. The Grantee agrees that financial assistance provided through funds authorized by Section 1513 shall be matched by local private cash funding in an amount not less than the greater of (a) fifteen percent (15%) of the amount of the financial assistance being provided; or (b) the amount required under former Section 1311(d) of the PTL (relating to use of funds distributed) for fiscal year 2006-2007.

7. The Grantee further agrees that beginning in fiscal year 2007-2008 and each fiscal year thereafter, if the local matching funds provided are less than fifteen percent (15%) of the amount of financial assistance received, the Grantee's required matching funds shall increase annually in order to meet the fifteen percent (15%) requirement by a minimum of five percent (5%) above the amount of local matching funds provided in the previous fiscal year, unless a lesser amount is necessary to reach the fifteen percent (15%) matching requirement.

8. Pursuant to applicable regulations, eligible local matching funds shall consist only of cash contributions provided by one or more municipalities or counties. Funding provided by local and private entities, including advertising or naming rights, may qualify as local matching funds to the extent they provide for the cost of transit service that is open to the public. The following shall not be considered local matching funds: (a) any form of transit operating revenue or other forms of transit income provided by the local transportation organization; (b) funds used to replace fares.

9. Grantee agrees to abide by the requirements of Section 1513(d)(4), if applicable.

10. Grantee agrees to abide by the requirements of Section 1513(e) and bears the risk of decreased financial assistance in the event that minimum performance criteria set forth in that provision are not met and no waiver of such performance requirements is received pursuant to its provisions.

11. The Grantee shall furnish the Department with certificates, approvals, proposed budgets, and copies of proposed and executed contracts, purchase orders, salary schedules, surveys, proposals, plans, codes and regulations, maps, charts, schedules, photographs, exhibits, revenue and operating cost information, and other information related to the Project, as may be requested by the Department.

12. The Grantee shall annually fix such rates, fares, and charges in such manner that they shall at all times be sufficient in the aggregate, and in conjunction with any moneys received from Federal or other sources, and any other income available to the Grantee, to provide funds to the payment of all operating costs and expenses which shall be incurred by the Grantee. The progress reports required by Paragraph 4 above shall contain sufficient information to update the information contained in the Application and demonstrate compliance with applicable PTL requirements.

13. In accordance with Section 1506(b)(2) of the PTL, 74 Pa. C.S. §1506(b)(2), the Grantee shall use moneys deposited into the Fund from the State Lottery Fund intended for the Free Transit Program for Senior Citizens and other moneys made available for this program and deposited into the Fund only as permitted by the State Lottery Law, except that the Grantee may use these moneys to pay estimated transit losses resulting from providing free service for senior passengers during all the Grantee's regular hours of service. Furthermore, if the Grantee provides commuter rail service, fares for senior citizens on such service shall be limited to one dollar (\$1.00) per trip and shall apply to all hours of such service.

14. In accordance with Section 1513(e) of PTL, 74 Pa. C.S. §1513(e), and applicable Department regulations the Grantee shall be subject to performance reviews conducted by the Department at regular intervals to determine the effectiveness of the financial assistance provided. The Department shall conduct these reviews in accordance with the criteria set forth in Section 1513(f) of the PTL, 74 Pa. C.S. §1513(f). Following completion of a review, the Department shall issue a report as required by Section 1513(e); and the Grantee shall implement any recommendations contained in the report in accordance with the time frame specified in the report. If a performance review reveals that the performance of the Grantee's system has decreased compared to the performance determined through a previous review, the Department shall take appropriate action in accordance with Section 1513(g) of the PTL, 74 Pa. C.S. §1513(g).

**(FREE TRANSIT) APPLICABLE TO RECIPIENTS OF STATE FINANCIAL ASSISTANCE FUNDS FOR PASS-THROUGH PROGRAMS AUTHORIZED BY PTL SECTIONS 1506 AND 1513**

1. In accordance with Section 1512 of the PTL, as amended, 74 Pa. C.S. §1512, coordination is required in regions where two or more recipients of financial assistance have services or activities for which financial assistance is being provided under Chapter 15 of the PTL, to assure that the services or activities are provided efficiently and effectively.

2. A portion of the funds Grantee receives pursuant to 74 Pa. C.S. §1506(b)(2) and State Lottery Law, as amended (72 P.S. Sections 3761- 902 and 3761-903)("Lottery Law") for fixed route transit and for the Free Transit Program for Senior Citizens ("Free Transit Program") shall be passed through to a subgrantee to provide financial assistance for its participation in the Free Transit Program for Senior Citizens pursuant to 74 Pa. C.S. §§1506(b)(2) and 1513.

3. Grantee shall ensure the required subgrant agreement with such a subgrantee shall be subject to the terms of this Agreement and the provisions of the Lottery Law, as amended (72 P.S. Sections 3761- 902 and 903) and the PTL.

4. Grantee agrees to pay to the Subgrantee, out of received funds authorized therefor, a subgrant for the current fiscal year above identified under the Free Transit Program for Senior Citizens ("Grant"). The maximum amount of financial assistance for operating expenses payable is set forth on Exhibit A, payable monthly within a reasonable time of Grantee's receipt of its payment from the Department.

5. The Grantee shall ensure that its subgrant agreement shall require the Subgrantee to provide free fixed route local transit service during its regular hours of service to persons 65 years of age or older. For commuter rail service, if applicable, free service shall be provided for PACE-eligible persons age 65 and older and reduced fares of \$1.00 per trip shall be charged for non-PACE-eligible persons age 65 and older during the current and/or prior fiscal year(s). Service under this Agreement ("Project") shall be provided in conformity with this Agreement and the provisions of the Lottery Law, the PTL, the policies and guidelines of the Department, and the Department Directives for the Free Transit Program for Senior Citizens ("Directives"). The subgrant agreement shall require the Subgrantee to provide services during regular hours of service in accordance with current timetables, route maps, and rates of fare to be filed with the Grantee for forwarding to the Department.

6. The Grantee shall ensure that the Subgrantee agrees to notify the Grantee, who shall in turn notify the Department, in advance, of any proposed changes in scheduled service, routes, or fares charged. The Grantee shall ensure that the Subgrantee shall be responsible for verifying age eligibility for this service in accordance with the Directives.

7. The subgrant agreement shall require the Subgrantee to submit monthly to the Grantee for forwarding to the Department by an accurate monthly report providing Free Transit Program Statistics for the previous month.

8. In accordance with Section 1506(b)(2) of the PTL, 74 Pa. C.S. §1506(b)(2), the subgrant agreement shall require the Subgrantee to use moneys deposited into the Fund from the State Lottery Fund intended for the Free Transit Program for Senior Citizens and other moneys made available for this program and deposited into the Fund only as permitted by the State Lottery Law, except that the Subgrantee may use these moneys to pay estimated transit losses resulting from providing free service for senior passengers during all the Subgrantee's regular hours of service.

9. In accordance with Section 1507(c) of the PTL, as amended, 74 Pa. C.S. §1507(c), financial assistance made available under this Agreement shall be used only for the activities that the Project comprises, as described in the Subgrantee's Application and approved revisions to it.

10. The Grantee shall ensure that the subgrant agreement requires the Subgrantee to submit to the Grantee, for forwarding to the Department, as part of the Grantee's Application requirements, a ridership verification procedure for review and approval.

11. The current Department Directives for the Free Transit Program for Senior Citizens, as amended from time to time, are incorporated by reference into this Agreement. The Grantee shall ensure that they are incorporated into its agreement with its Subgrantee(s).

12. The Grantee shall require the Subgrantee to comply with the Department's Standard Terms and Conditions for Public Transportation grants set forth in BPT Standard Terms & Conditions and attached hereto.

**STATE FINANCIAL ASSISTANCE FUNDS FOR PASS-THROUGH PROGRAMS  
AUTHORIZED BY PTL SECTIONS 1503, 1506, AND 1513(C.1)**

1. In accordance with Section 1512 of the PTL, as amended, 74 Pa. C.S. §1512, coordination is required in regions where two or more recipients of financial assistance have services or activities for which financial assistance is being provided under Chapter 15 of the PTL, to assure that the services or activities are provided efficiently and effectively.
2. A portion of the funds Grantee receives pursuant to 74 Pa. C.S. §1506(b)(2) and State Lottery Law, as amended (72 P.S. Sections 3761- 902 and 903)("Lottery Law") for fixed route transit and for the Free Transit Program for Senior Citizens ("Free Transit Program") shall be passed through to a subgrantee to provide financial assistance for its participation in the Free Transit Program for Senior Citizens pursuant to 74 Pa. C.S. §1506(b)(2).
3. Grantee shall ensure that any subgrant agreement with such subgrantee shall be subject to the terms of this Agreement and the provisions of the Lottery Law, as amended (72 P.S. Sections 3761- 902 and 903) and the PTL.
4. Pursuant to 74 Pa. C.S. §§1503, as amended, and 1513(c)(1), a subgrantee, as a recipient of operating assistance in fiscal year 2005-2006, may receive operating assistance under Act 44, albeit not directly, but through the Grantee.
5. In addition to providing funds for the Free Transit Program, the Grantee shall provide operating assistance funds to the Subgrantee from funds provided to the Grantee by the Department pursuant to 74 Pa. C.S. §§1503, as amended, and 1513(c)(1),
6. Grantee agrees to pay to a Subgrantee, out of received funds authorized therefor, a subgrant for the current fiscal year above identified under the Free Transit Program for Senior Citizens ("Grant"). Monthly payments shall initially be made in the amount and according to the payment schedule and description set forth in Exhibit A to this Agreement. Reimbursement under this Agreement shall be equal to the amount set forth therein.
7. The Grantee shall ensure that its subgrant agreement shall require the Subgrantee to provide free fixed route local transit service during its regular hours of service to persons 65 years of age or older. For commuter rail service, if applicable, free service shall be provided for PACE-eligible persons age 65 and older and reduced fares of \$1.00 per trip shall be charged for non-PACE-eligible persons age 65 and older during the current and/or prior fiscal year(s). Service under this Agreement ("Project") shall be provided in conformity with this Agreement and the provisions of the Lottery Law, the PTL, the policies and guidelines of the Department, and the Department Directives for the Free Transit Program for Senior Citizens ("Directives"). The subgrant agreement shall require the Subgrantee to provide services during regular hours of service in accordance with current timetables, route maps, and rates of fare to be filed with the Grantee for forwarding to the Department.

8. The Grantee shall ensure that the Subgrantee agrees to notify the Grantee, who shall in turn notify the Department, in advance, of any proposed changes in scheduled service, routes, or fares charged. The Grantee shall ensure that the Subgrantee shall be responsible for verifying age eligibility for this service in accordance with the Directives.

9. Grantee shall require the Subgrantee to submit to the Grantee, for forwarding to the Department, an accurate monthly report providing Free Transit Program Statistics for the previous month. Further the subgrant agreement shall provide that payments for operating expenses shall be conditioned upon the Subgrantee providing progress reports in a form acceptable to the Department in accordance with the following schedule:

a. A third quarter progress report covering January 1-March 31 of the prior grant period, shall be provided no later than April 30th or the next monthly and subsequent monthly payments will be withheld until such report is provided;

b. A fourth quarter progress report covering April 1-June 30 of the prior grant period shall be provided no later than July 31st of the current grant period or the next monthly and subsequent monthly payments will be withheld until such report is provided;

c. A first quarter progress report covering July 1-September 30 of the current grant period shall be provided no later than October 31st of the current grant period or the next monthly and subsequent monthly payments will be withheld until such report is provided;

d. A second quarter progress report covering October 1- December 31 of the current grant period shall be provided no later than January 31st of the current grant period or the next monthly and subsequent monthly payments will be withheld until such report is provided.

e. A final audited report will be due December 31st following the close of the grant period. Failure to provide a final report will result in future monthly payments being withheld until such report is provided to the Department.

10. Subject to the terms of this Agreement, supplements thereto, and the provisions of PTL, as amended, the Grantee shall provide to the Subgrantee, financial assistance for the Project. The maximum amount of financial assistance for operating expenses payable is set forth on Exhibit A, payable monthly within a reasonable time of Grantee's receipt of its monthly payment from the Department.

11. In accordance with Section 1506(b)(2) of the PTL, 74 Pa. C.S. §1506(b)(2), the subgrant agreement shall require the Subgrantee to use moneys deposited into the Fund from the State Lottery Fund intended for the Free Transit Program for Senior Citizens and other moneys made available for this program and deposited into the Fund only as permitted by the State Lottery Law, except that the Subgrantee may use these moneys to pay estimated transit losses resulting from providing free service for senior passengers during all the Subgrantee's regular hours of service.

12. In accordance with Section 1507(c) of the PTL, as amended, 74 Pa. C.S. §1507(c), financial assistance made available under this Agreement shall be used only for the activities that the Project comprises, as described in the Subgrantee's Application and approved revisions to it.

13. In accordance with Section 1513(b) of PTL, the subgrant agreement shall require the Subgrantee to annually fix such rates, fares, and charges in such manner that they shall at all times be sufficient in the aggregate, and in conjunction with any moneys received from Federal or other sources, and any other income available to the Subgrantee, to provide funds for the payment of all operating costs and expenses which shall be incurred by the Subgrantee.

14. In accordance with Section 1513(e) of the PTL, 74 Pa. C.S. §1513(e), the Subgrantee shall be subject to performance reviews conducted by the Department at regular intervals to determine the effectiveness of the financial assistance provided. The Department shall conduct these reviews in accordance with the criteria set forth in Section 1513(f) of the PTL, 74 Pa. C.S. §1513(f). Following completion of a review, the Department shall issue a report as required by Section 1513(e); and the Subgrantee shall implement any recommendations contained in the report in accordance with the time frame specified in the report. If a performance review reveals that the performance of the Subgrantee's system has decreased compared to the performance determined through a previous review, the Department shall take appropriate action in accordance with Section 1513(g) of the PTL, 74 Pa. C.S. §1513(g).

15. The agreement shall require the Subgrantee to comply with the Department's Standard Terms and Conditions for Public Transportation grants set forth in BPT Standard Terms & Conditions and attached hereto.

**APPLICABLE TO RECIPIENTS OF STATE FINANCIAL ASSISTANCE FOR SERVICE STABILIZATION AUTHORIZED BY PTL SECTION 1516**

1. Sections 1516(d)(1)(II), and (d)(3) authorize the Department to provide financial assistance for service stabilization for purposes approved by the Department; this Exhibit provides the special terms and conditions for grants that include funds for service stabilization.
2. Grantee agrees to abide by the policies and guidelines issued by the Department.
3. Grantee agrees to use funds provided for service stabilization for the following authorized purposes: stabilizing current service and fares; providing advice or technical assistance to analyze and enhance community transportation system resources and services; maximizing available funding including federal dollars; and/or ensuring equitable cost sharing.
4. Grantee agrees that receipt of such funds is provided only for the following purposes: short-term, long-term, and strategic planning; technology investment; training programs designed to enhance transportation management and staff expertise; offsetting operating expenses that cannot be covered by fare revenue due to emergencies; marketing activities; other stabilization purposes approved by the Department.



EXECUTION DOCUMENT

PAYMENT SCHEDULE

ATTACHMENT 3

**Upper Merion Township - Upper Merion Rambler Shuttle  
Free Transit for Senior Citizens Payment Schedule**

Fiscal Year 2021

Month	Year	Amount	Month	Year	Amount	Month	Year	Amount	Month	Year	Amount	Total																										
July	2020	\$1,601	August	2020	\$1,601	September	2020	\$1,601	October	2020	\$1,601	November	2020	\$1,601	December	2020	\$1,601	January	2021	\$1,601	February	2021	\$1,601	March	2021	\$1,601	April	2021	\$1,601	May	2021	\$1,601	June	2021	\$1,604	Total	2021	\$19,215

# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> (Name and address) Reroofing of the Upper Merion Community Center 431 West Valley Forge Road King of Prussia, PA 19406	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: APRIL 1, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: 10/8/2020
<b>OWNER:</b> (Name and address) Upper Merion Township 175 West Valley Forge Road King of Prussia, PA 19406-1802	<b>ARCHITECT:</b> (Name and address) GLP Architects, PC 1333 Cheltenham Avenue Professional Suite 207 Elkins park, PA 19027	<b>CONTRACTOR:</b> (Name and address) DETWILER ROOFING LLC 1578 MAIN STREET, EAST EARL, PA 17519

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

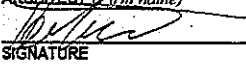

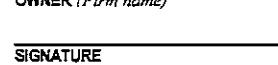
1. DELETE FROM CONTRACT SCOPE OF WORK SECURITY FENCING NOT UTILIZED DURING CONSTRUCTION - (\$3,000.00)
2. DELETE FROM CONTRACT SCOPE OF WORK SEALANT WORK AT THE BASE OF THE WEST WALL - (\$5,000.00)
3. ADD TO THE SCOPE OF WORK THE ADDITION OF SNOW GUARDS ON THE EXISTING ROOF - \$1,450.00

The original Contract Sum was	\$	216,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	216,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	6,550.00
The new Contract Sum including this Change Order will be	\$	209,450.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be 9/19/2020

~~NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GLP Architects, PC <u>ARCHITECT (Firm name)</u>  SIGNATURE	Detwiler Roofing LLC <u>CONTRACTOR (Firm name)</u>  SIGNATURE	Upper Merion Township <u>OWNER (Firm name)</u>  SIGNATURE
Harold Lichtman, AIA, President PRINTED NAME AND TITLE	John Detwiler, Project Manager PRINTED NAME AND TITLE	Anthony Hamadav, Township Manager PRINTED NAME AND TITLE
10/8/2020 DATE	10-9-2020 DATE	 DATE

**RESOLUTION NUMBER: 2020-37  
DP NUMBER 2020-06**

**UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

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**RESOLUTION FOR PRELIMINARY LAND DEVELOPMENT PLAN APPROVAL FOR  
A 236 SPACE, TWO-STORY PARKING GARAGE AT 411 SWEDELAND ROAD**

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**WHEREAS**, Merion Innovation I LLC (“Applicant”) is the equitable and legal owner of a 141.9 +/- acre site located at 411 Swedeland Road, Upper Merion Township, in the LI Limited Industrial zoning district, more specifically identified as Montgomery County Tax Parcel Number **58-00-16570-00-4** (the “Subject Property”);

**WHEREAS**, Applicant proposes to construct a 236 space, two-story parking garage with associated parking, sidewalks, lighting, landscaping, grading, utilities, erosion and sedimentation control, and stormwater management (“Project”);

**WHEREAS**, Applicant has requested review and approval of the Preliminary Land Development Plan entitled “The Discovery Labs Parking Garage Plans” prepared by Taylor, Wiseman & Taylor, dated March 15, 2020, and consisting of fifteen (15) sheets:

**NOW, THEREFORE, BE IT RESOLVED**, by the Upper Merion Township Board of Supervisors, Montgomery County, this 15th day of OCTOBER, 2020, that said application for the Preliminary Land Development Plan is **APPROVED WITH CONDITIONS:**

1. **Preliminary Land Development Plan:** The Preliminary Land Development Plan prepared by Taylor, Wiseman & Taylor, dated March 15, 2020, and consisting of fifteen (15) sheets (the “Preliminary Plan”).
2. **Conditions of Approval:** The Preliminary Plan in the above referenced Paragraph 1 of this Resolution is hereby approved subject to the following conditions:
  - a) In the Final Plan for the Project, the Applicant must comply with or address all comments in the **Remington & Vernick Engineers Letter**, dated July 23, 2020, to the satisfaction of the Township Engineer.
  - b) In the Final Plan for the Project, the Applicant must comply with or address all comments in the **Montgomery County Planning Commission Letter**, dated July 13, 2020, to the satisfaction of the Township.
  - c) Applicant must obtain **any necessary** approvals and reviews from the Township Engineer, Township Traffic Engineer, Montgomery County Conservation District, Montgomery County Health Department, Pennsylvania DEP, PennDOT, and any other necessary planning modules, permits, or approvals, before the Plan is recorded.

- d) A Final Plan shall ultimately be submitted for Township review that addresses all requests for further details and clarification from the Upper Merion Township Planning Commission, the Montgomery County Planning Commission and the Township Engineer as set forth in their review letters.
- e) Prior to recording the Final Plan, Applicant shall execute an Improvements and Financial Security Agreement on a form drafted by the Township Solicitor and post financial security to guarantee the installation of all public improvements associated with the development. 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. At a minimum, the bond shall be issued by an “A++” rated surety, or an equivalency, qualified to do business in Pennsylvania. Further, the bond shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and in the event that payment is not made, that the bonding company shall be responsible for all attorneys’ fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve percent (12%), for so long as the bond remains unpaid. Additionally, the bond is required to automatically renew annually until the improvements detailed on the Plans are completed to the satisfaction of the Township Engineer and the final release is issued by the Township, subject to partial releases being permitted in accordance with §509(j) of the MPC, and shall include a 90-day Evergreen Clause that substantively provides:

“It is a condition of this Bond that it will be extended automatically, without amendment, for additional periods of one (1) year from the present of each future expiration date, unless at least ninety (90) days prior to the then current expiration date, Upper Merion Township is notified in writing by overnight courier, at the Township municipal address, that there is an election not to renew this Bond for said additional period.”

- f) Prior to recording the Final Plan, Applicant will provide all necessary legal descriptions for any easements.
- g) Applicant must execute all appropriate easements, maintenance agreements, and/or declarations requested by the Township, including, but not limited to, a stormwater best management practices and conveyances operation and maintenance agreement, in forms satisfactory to the Township Solicitor prior to recording the Final Plan.
- h) All outstanding Township fees, Township Engineers’ fees, and Township Solicitors’ fees, and any other professional fees associated with the review and approval of the application, shall be paid in full before the Final Plan is recorded in accordance with Section 503 of the Pennsylvania Municipalities Planning Code.
- i) Parking garage facade to be constructed in accordance with the building elevation plan presented at the October 8, 2020 Board of Supervisors Workshop meeting.

3. **WAIVERS:** Applicant has requested the following waiver from the Upper Merion Township Code for the Plan:

a) The request for a waiver from **§145-24.1.D** to allow parking lot landscaping to be planted around the perimeter of the parking garage in lieu of planted islands is hereby:

Granted   X   Denied       

b) The request for waivers from **§§145B-42.E & F** to allow the existing park land (baseball fields, tennis courts, basketball courts, etc.) to continue in operation as previously approved is hereby:

Granted   X   Denied       

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**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.**

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**RESOLVED AND APPROVED** this this 15th day of October, 2020.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
**William Jenaway**, Chairperson

**ACCEPTANCE OF CONDITIONS**

I, \_\_\_\_\_, being authorized by the Applicant, do hereby acknowledge and accept the Preliminary Land Development Plan Approval issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

**APPLICANT: MERION INNOVATION I LLC**

BY:

Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Witness

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

**ORDINANCE NO. \_\_\_\_\_**  
**UPPER MERION TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

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**AN ORDINANCE AMENDING THE UPPER MERION TOWNSHIP SUBDIVISION OF  
LAND ORDINANCE, CHAPTER 145-10.E, STREETS, ALIGNMENT AND DESIGN  
GUIDELINES, TO AMEND MINIMUM WIDTHS OF LOCAL ROADWAYS AND  
COLLECTOR AND FEEDER ROADWAYS**

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**WHEREAS**, pursuant to the Second Class Township Code, 53 P.S. 65101, *et seq.*, Upper Merion Township (the “Township”) is authorized to make and adopt Ordinances it deems necessary for the proper management and control of the Township and welfare of the Township and its citizens that are consistent with the Constitution and the laws of the Commonwealth;

**WHEREAS**, the Board of Supervisors of Upper Merion Township has met the procedural requirements of 53 P.S. § 10101, *et seq.*, the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including holding a public hearing; and

**WHEREAS**, the Township deems it to be in the best interest and general welfare of the citizens and residents of the Township to amend the Upper Merion Township Subdivision of Land Ordinance to amend minimum widths of Local Roadways and Collector and Feeder Roadways.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors for Upper Merion Township, and it is hereby ordained and enacted, by the authority of the same, to wit:

**SECTION I. CODE AMENDMENT.**

**A. THE UPPER MERION TOWNSHIP SUBDIVISION OF LAND ORDINANCE, CHAPTER 145, ARTICLE III, DESIGN STANDARDS, SECTION 10, STREETS, SUBSECTION E, ALIGNMENT AND DESIGN GUIDELINES, IS HEREBY AMENDED AS FOLLOWS:**

1. The lane width for through lanes shall be decreased from 12 feet to 11 feet for Collector and Feeder Roadways
2. The lane width for curb lanes shall be decreased from 14 to 11 feet with a 5 foot striped shoulder for Collector and Feeder Roadways, and from 12 to 10 feet with a 4 foot striped shoulder ~~for Local~~for Local Roadways
3. The Roadway Widths for roadways where no parking is permitted shall be increased from 28 feet to 32 feet for Collector and Feeder Roadways, and from 24 feet to 28 feet for Local Roadways;



4. The Roadway Width for roadways where parking is permitted on 1 side of the roadway shall be increased from 30 feet to 32 feet for Local Roadways.

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**SECTION 3. REVISIONS.** The Upper Merion Township Board of Supervisors does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its Ordinance, including this provision.

**SECTION 4. SEVERABILITY.** In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This amendment shall become effective five (5) days after date of adoption.

**SECTION 6. FAILURE TO ENFORCE NOT A WAIVER.** The failure of Upper Merion Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

**ORDAINED AND ENACTED** by the Board of Supervisors for Upper Merion Township, Montgomery County, Pennsylvania, this 15th day of October, 2020~~19~~.

ATTEST:

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Anthony Hamaday, Township Secretary  
Chairman

By: \_\_\_\_\_  
~~Greg Waks~~ William Jenaway,



**ORDINANCE NO. \_\_\_\_\_**  
**UPPER MERION TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

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**AN ORDINANCE AMENDING THE UPPER MERION TOWNSHIP  
OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS TO  
SC SHOPPING CENTER ZONING DISTRICT**

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**WHEREAS**, pursuant to the Second Class Township Code, 53 P.S. 65101, *et seq.*, Upper Merion Township (the “Township”) is authorized to make and adopt Ordinances it deems necessary for the proper management and control of the Township and welfare of the Township and its citizens that are consistent with the Constitution and the laws of the Commonwealth;

**WHEREAS**, the Township deems it to be in the best interest and general welfare of the citizens and residents of the Township to amend the Upper Merion Township Official Zoning Map to rezone certain parcels to the SC Shopping Center Zoning District;

**WHEREAS**, the Board of Supervisors of Upper Merion Township has met the procedural requirements of 53 P.S. § 10101, *et seq.*, the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including holding a public hearing; and

**WHEREAS**, the Township, 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 Official Zoning Map.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors for Upper Merion Township, and it is hereby ordained and enacted, by the authority of the same, to wit:

**SECTION I. AMENDMENT OF THE UPPER MERION TOWNSHIP OFFICIAL ZONING MAP.**

**The Upper Merion Township Official Zoning Map is hereby amended to rezone parcels: 58-00-06112-00-4 and 58-00-06124-00-1 from their current zoning to the SC Shopping Center Zoning District, as further reflected on a portion of the revised Upper Merion Township Official Zoning Map attached hereto as Exhibit “A”.**

**SECTION II. REPEALER.**

All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**SECTION III. REVISIONS.**

The Upper Merion Township Board of Supervisors does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its Ordinance, including this provision.

**SECTION IV. SEVERABILITY.**

In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

**SECTION V. EFFECTIVE DATE.**

This amendment shall become effective five (5) days after date of adoption.

**SECTION VI. FAILURE TO ENFORCE NOT A WAIVER.**

The failure of Upper Merion Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

**ORDAINED AND ENACTED** by the Board of Supervisors for Upper Merion Township, Montgomery County, Pennsylvania, this 15<sup>th</sup> day of October, 2020.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS:**

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

By: \_\_\_\_\_  
**William Jenaway, Chairman**

# **EXHIBIT “A”**

## **Revised Upper Merion Township Official Zoning Map Showing Impacted Parcels**

ORDINANCE NO. 2020 – \_\_\_\_\_  
UPPER MERION TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

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**AN ORDINANCE AMENDING THE UPPER MERION TOWNSHIP ZONING ORDINANCE, CHAPTER 165, ARTICLE XXIV, SM-1 SUBURBAN METROPOLITAN DISTRICTS, SECTION 165-135, TO ADD SUBSECTION 165-135.P., PROVIDING RESIDENTIAL-ORIENTED DEVELOPMENT ALLOWANCES, COMPRISED OF PERMITTED ROW HOUSE DWELLINGS, SUBJECT TO CONDITIONAL USE**

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The Board of Supervisors of the Township of Upper Merion hereby ordains that Chapter 165, Zoning, shall be amended as follows:

Section 1. Article XXIV, SM-1 Suburban Metropolitan Districts, § 165-135, Use regulations, shall be amended to provide the following use:

P. Residential-Oriented Development (ROD). Row House Dwellings shall be permitted in the SM-1 Zoning District pursuant to conditional use in accordance with § 165-219.1.

- (1) Notwithstanding any requirement of this Chapter 165 or Article XXIV, the Residential-Oriented Development and the Row House Dwelling uses provided for in this Subsection P shall comply with the following requirements:
  - (a) Minimum lot area for the ROD: 10 acres
  - (b) Minimum ROD tract perimeter setback: 25 feet
  - (c) Maximum building height : 40 feet.
  - (d) Minimum width of individual Row House Dwellings: 24 feet
  - (e) Minimum garage size for each Row House Dwelling: 2-car garage
  - (f) Lots near residential districts. No building or structure shall be erected closer than 25 feet to any residential district or residential structure.
  - (g) Buildings and structures separation. Buildings and structures shall not be separated from one another by less than 25 feet measured side to side and shall not be separated from one another by less than 50 feet measured rear to rear. For

purposes of minimum separation, a building shall be the structure containing two or more Row House Dwellings.

- (h) Landscape buffer: minimum buffer of 20 feet adjacent to residential zones which may be located in the perimeter setback.
- (i) Parking requirement: in accordance with § 165-191.A(1) provided however:
  - (i) Floor area designated as lofts and bonus rooms shall not be counted as bedrooms.
  - (ii) Visitor parking may be provided by off-street spaces perpendicular to internal roadways dispersed throughout the development.
- (j) Maximum units:
  - [1] shall not exceed 8 units per developable acre.
  - [2] shall not exceed 4 units per building.
- (k) Open Space; Park Land:
  - (i) Except as provided in Section 165-135.P(1)(k)(ii) hereinbelow, the ROD shall comply with Section 145-15, Common open space, and Section 145-38 through 145-40, Requirements for park land.
  - (ii) If at least one boundary of the ROD is located within 250 feet of a public trail system, comprised of pedestrian walkways, sidewalks, bike paths, and/or trails; and at least one boundary of the ROD is located within 500 feet of a river, the following open space and park land requirements shall apply:
    - (a) The ROD shall include a centrally-located piazza improved with landscaping, hardscaping and pedestrian-oriented amenities such as benches, gazebos and pavilions.
    - (b) In addition to the piazza, a minimum of ten percent (10%) of the gross tract area of the ROD shall be passive open space. The passive open space may include storm sewer easements and stormwater management basins, provided the basins

comprise no more than fifty percent (50%) of the passive open space.

- (2) Standards for conditional use. In addition to the general standards for conditional use provided in § 165-251.B.(1), conditional uses permitted, as provided for in this Subsection P, shall additionally comply with the following standards:
- (a) at least one boundary of the property shall be located within 250 feet of a public trail system, comprised of pedestrian walkways, sidewalks, bike paths, and/or trails.
  - (b) at least one boundary of the property shall be located within 500 feet of a river.

Section 2. REPEALER. All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

Section 3. REVISIONS. The Upper Merion Township Board of Supervisors hereby reserve the right, from time to time, to adopt modifications of, supplements to or amendments of its ordinance, including this provision.

Section 4. SEVERABILITY. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section 5. EFFECTIVE DATE. This amendment shall become effective five (5) days after date of adoption.

Section 6. FAILURE TO ENFORCE NOT A WAIVER. The failure of Upper Merion Township to enforce any provision of this Ordinance shall not constitute a waiver by Upper Merion Township of its rights of future enforcement hereunder.

ENACTED and ORDAINED by the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, this 15<sup>th</sup> day of October, 2020.

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

**ATTEST:**

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

\_\_\_\_\_  
William Jenaway, Ph.D.  
Chairperson



**ORDINANCE NO. \_\_\_\_\_**  
**UPPER MERION TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

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**AN ORDINANCE OF THE SUPERVISORS OF THE TOWNSHIP OF  
UPPER MERION TO AMEND THE TOWNSHIP'S ZONING  
ORDINANCE AND SUBDIVISION OF LAND ORDINANCE IN ORDER  
TO PERMIT AND ENCOURAGE THE INNOVATIVE COMMERCIAL  
USE OF CERTAIN LANDS WITHIN THE TOWNSHIP**

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**WHEREAS**, the Board of Supervisors, pursuant to the Municipalities Planning Code (“MPC”), 53 P.S. §§ 10101, *et seq.*, has heretofore enacted a Zoning Ordinance, codified at Chapter 165, and a Subdivision of Land Ordinance, codified at Chapter 145, of the Code of Ordinances of the Township of Upper Merion (“Township”); and

**WHEREAS**, the Board of Supervisors have met the procedural requirements of the MPC and the Pennsylvania Second Class Township Code, 53 P.S. §65101, *et seq.*, for the adoption of this proposed Ordinance, including advertising and holding a public hearing; and

**WHEREAS**, the Second Class Township Code authorizes the Board of Supervisors to make, amend, and adopt Ordinances that are consistent with the Constitution and Laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Article III of the MPC, the Board of Supervisors has heretofore adopted a comprehensive plan, to wit, that certain Land Use Plan adopted October 6, 2005 (the “Comprehensive Plan”); and

**WHEREAS**, the Federal Bureau of Economic Activity has found that the outdoor recreation economy accounted for \$412 Billion in 2016 (the most recent year for which data is available) or 2.2% of the total United States Gross Domestic Product; and

**WHEREAS**, the Outdoor Industry Association estimates that the outdoor recreation economy generates approximately \$59.2 Billion annually in state and local tax revenue; and

**WHEREAS**, the Board of Supervisors, in accordance with the object of the Comprehensive Plan to encourage mixed-use development instead of single types of nonresidential uses, finds that a broader range of commercial uses should be permitted within some of the land currently zoned within the R-A – Recreational Area zoning district in order to facilitate the development of innovative commercial opportunities and recreational amenities and to improve the utility and economic productivity of such lands for the public; and

**WHEREAS**, the Board of Supervisors finds that the establishment of a new, commercial “CC – Community Commercial” zoning district is an appropriate way to permit such uses and reserve the land subject to this new zoning district primarily for commercial use;

**NOW THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors of Upper Merion Township, and it is hereby ordained and enacted, by the authority of the same, to wit:

**SECTION 1. ESTABLISHMENT OF CC – COMMUNITY COMMERCIAL ZONING DISTRICTS. CHAPTER 165 OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF UPPER MERION IS HEREBY AMENDED AS FOLLOWS:**

- A. ENUMERATION OF DISTRICT.** Subsection A. of Section 165-6 (Enumeration of districts) is hereby **AMENDED** by **INSERTING** the text “CC Community Commercial District” as a new line between the lines which read “LC Limited Commercial District” and “GC General Commercial District”.
- B. Section 165-105 (Use regulations)** is hereby **AMENDED** by **DELETING** the existing table describing “Use Regulations for Commercial Districts” and **REPLACING** the same with the “Use Regulations for Commercial Districts” table attached hereto as Appendix “A” and incorporated here as if set forth at length.
- C. Subsection A. of Section 165-106 (Dimensional requirements)** is hereby **AMENDED** by **INSERTING** the following “Community Commercial” column into the existing table therein between the columns titled “Limited Commercial” and “General Commercial” (the “Dimensional Requirements” column below is provided for reference only), and by **APPENDING** the additional notes as indicated below:

<b>Dimensional Requirements</b>	<b>Community Commercial</b>
Yards	
Front (from curb)	
Minimum (feet)	15 <sup>1</sup>
Maximum (feet)	25 <sup>2</sup>
Side (minimum) (feet)	15
Rear (minimum) (feet)	35
Building coverage % (maximum)	35%
Impervious coverage % (maximum)	75%
Green area % (minimum)	25%
Building height (maximum)	35

(feet)	
Residential buffer (feet)	35
Residential density	NA

\* \* \* \* \*

**SECTION 3. REZONING OF CERTAIN PARCELS TO CC COMMUNITY COMMERCIAL DISTRICT. THE ZONING MAP OF UPPER MERION TOWNSHIP IS HEREBY AMENDED AS FOLLOWS:**

- A. The following parcels, identified by their parcel identification number as issued by the County of Montgomery, are hereby REZONED from the R-A Recreational Area District TO THE CC COMMUNITY COMMERCIAL DISTRICT:**

<b>Parcel</b>	<b>Location (for Reference Only)</b>
58-00-05467-00-1 (19.11 Acres)	Bob White Park
58-00-16027-00-7 (1.102 Acres)	Betzwood Bridge
58-00-18967-62-2 (4.24 Acres) 58-00-06190-00-7 (20.94 Acres) 58-00-00337-00-1 (1.138 Acres) 58-00-00331-00-7 (4.59 Acres) 58-00-00334-00-4 (1.212 Acres)	Walker Field Complex
58-00-01048-00-1 (111.32 Acres)	Heuser Park

- B. The Township Manager, Township Engineer, and Township Solicitor are hereby authorized and directed to take any and all steps as may be required, advisable, or expedient to republish the Township’s Zoning Map and/or to provide any and all necessary notices or other documents to appropriate authorities advising such authorities of the foregoing rezoning.**

\* \* \* \* \*

**SECTION 4. REPEALER. All Ordinances or parts Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.**

**SECTION 5. REVISIONS.** The Upper Merion Township Board of Supervisors does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its Ordinance, including this provision.

**SECTION 6. SEVERABILITY.** To the extent that any provision of this ordinance is deemed to be unlawful, such provision shall be severable from the remainder of provisions which are not deemed to be unlawful, which lawful provisions shall continue in full force and effect.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall be effective immediately.

**SECTION 8. FAILURE TO ENFORCE NOT A WAIVER.** The failure of Upper Merion Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

**ENACTED AND ORDAINED** this **15th** day of **October, 2020** by the Board of Supervisors of Upper Merion Township.

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

**ATTEST:**

By: \_\_\_\_\_  
Township Secretary

By: \_\_\_\_\_  
William Jenaway, Ph.D., Chairperson

By: \_\_\_\_\_  
Carole Kenney, Vice Chairperson

By: \_\_\_\_\_  
Tina Garzillo, Supervisor

By: \_\_\_\_\_  
Greg Philips, Supervisor

By: \_\_\_\_\_  
Greg Waks, Supervisor

**ORDINANCE NO. \_\_\_\_\_**  
**UPPER MERION TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

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**AN ORDINANCE OF THE SUPERVISORS OF THE TOWNSHIP OF  
UPPER MERION TO AMEND THE TOWNSHIP'S ZONING  
ORDINANCE AND SUBDIVISION OF LAND ORDINANCE IN ORDER  
TO PERMIT THE ESTABLISHMENT OF A TOWNSHIP WIDE  
COMMUNICATION PLATFORM**

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**WHEREAS**, the Board of Supervisors, pursuant to the Municipalities Planning Code (“MPC”), 53 P.S. §§ 10101, *et seq.*, has heretofore enacted a Zoning Ordinance, codified at Chapter 165, and a Subdivision of Land Ordinance, codified at Chapter 145, of the Code of Ordinances of the Township of Upper Merion (“Township”); and

**WHEREAS**, the Board of Supervisors have met the procedural requirements of the MPC and the Pennsylvania Second Class Township Code, 53 P.S. §65101, *et seq.*, for the adoption of this proposed Ordinance, including advertising and holding a public hearing; and

**WHEREAS**, the Second Class Township Code authorizes the Board of Supervisors to make, amend, and adopt Ordinances that are consistent with the Constitution and Laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Article III of the MPC, the Board of Supervisors has heretofore adopted a comprehensive plan, to wit, that certain Land Use Plan adopted October 6, 2005 (the “Comprehensive Plan”); and

**WHEREAS**, Upper Merion Township is a world-class destination for shopping, dining, tourism, and recreation experiences as well business and commercial activities, drawing tens of millions of visitors annually; and

**WHEREAS**, the Board of Supervisors has determined that it is in the interest of the health, safety, and welfare of the public to effectively communicate visual messages to motorists within the Township both in emergency and non-emergency contexts; and

**WHEREAS**, the Board of Supervisors has determined that it is both expedient and advisable to permit and encourage the development of a Township-wide communications platform in partnership with private industry engaged in the development of outdoor advertising; and

**WHEREAS**, the Board of Supervisors recognizes a distinction between traditional outdoor advertising designs and practices (generally referred to as “billboards”) and a more-recently developed type of outdoor advertising installation (“Monument Display”) which incorporates aesthetic elements and

integration of electronic visual communication technology into other public improvements, and which offer the Township the opportunity to communicate content via the said visual communication technology; and

**WHEREAS**, the Board of Supervisors finds that the deleterious effects of traditional billboards upon nearby residential uses are effectively mitigated and countervailed by the technological improvements, aesthetic focus, and public benefit of both the improvements associated with Monument Displays as well as the public use of the Monument Displays to convey public content in both emergency and non-emergency contexts; and

**WHEREAS**, the appropriate environment for effective Monument Display uses are at centralized or gateway locations which are remote from one another along the same roadway and direction of travel; and

**WHEREAS**, certain lands within the Township are appropriate locations for Monument Displays given their proximity to major roadways, remoteness and/or screening from residential uses, and the opportunity for integration with public facilities; and

**WHEREAS**, the Board of Supervisors, in the Comprehensive Plan, has adopted a policy to improve the appearance, function, and impact of the Route 202 commercial corridor by, *inter alia*, providing central features such as plazas or fountains and through the incorporation of landscaping; and

**WHEREAS**, some of the aforesaid appropriate locations for Monument Displays are located within an existing, built, and developed environment and surrounded by existing commercial enterprises, the Board of Supervisors finds that the construction and operation of Monument Displays within the General Commercial zoning district are appropriate when such construction and operation are conducted as the sole use of the parcel upon which such Monument Display is located; and

**WHEREAS**, the Board of Supervisors finds that the construction and operation of Monument Displays within the Community Commercial district are appropriate as an additional principal use of such parcel(s) because the Community Commercial district is intended primarily to permit commercial uses upon lands which have heretofore been undeveloped or underdeveloped; and

**WHEREAS**, the Board of Supervisors finds that, in order to preserve and foster pedestrian safety and walkability within the existing, well-developed General Commercial zoning district, adequate spacing must be maintained between Monument Displays and at-grade pedestrian crosswalks over the roadways to which such Monument Displays are oriented;

**NOW THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors of Upper Merion Township, and it is hereby ordained and enacted, by the authority of the same, to wit:

**SECTION 1. SIGNS ARTICLE AMENDMENTS. CHAPTER 165, ARTICLE XXVII (SIGNS), OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF UPPER MERION IS HEREBY AMENDED AS FOLLOWS:**

- A. Section 165-164 (Definitions) is hereby AMENDED by INSERTING the following terms and definitions in alphabetical order:**

**Active Display Area**

The area within a Monument Display or outdoor advertising device which contains messaging content.

**Monument Display**

An internally illuminated structure with display or copy faces that uses a visual communication technology (VCT), such as light emitting diodes (LED) or other internal light sources, to communicate municipal, civic or emergency messaging, on-premises advertising, and/or commercial off-premises advertising. A Monument Display shall be capable of remotely or automatically changing displays. A Monument Display, as described in this Chapter, is a use unto itself and is expressly distinguished from, and shall not be construed as, a “Billboard” or “Sign” as described in this Chapter.

**Monument Display Public Amenity**

Any structure, improvement, edifice, or device which is constructed, installed, or made contemporaneously with one or more Monument Display(s) upon the same Lot; and which is intended for the use, convenience, protection, or benefit of the general public.

**Monument Display Network**

Two or more Monument Displays which located on two or more Lots and which are intended to be operated in concert or as part of a system of displays which contemporaneously communicate identical or substantially similar content across two or more displays which are part of such Network.

**Monument Display Structure**

A structure or other improvement which physically supports a Monument Display or any architectural element installed as part of the construction of a Monument Display.

**Roadway**

In the context of a Monument Display or sign, a roadway, and specifically the direction of travel upon such roadway, from which a Monument Display or other outdoor advertising device is intended to be read. Except as expressly provided in this Ordinance, when measuring the distance between any two Monument Displays on different parcels, or when measuring the distance between a Monument Display and any sign or outdoor advertising device, such measurement shall be made along the centerline of the Roadway between the nearest extents of the Active Display Area of such Monument Display(s), sign, and/or outdoor advertising device.

\* \* \* \* \*

- B. Subsection §165-168.1.E. is hereby DELETED in its entirety and REPLACED with the following text:**

E. Separation. The location of each billboard shall comply with the following separation requirements:

- (1) At least a one-thousand-five-hundred-foot radius from any other billboard or Monument Display,
- (2) At least 500 feet from any residential zoning district, including those of a neighboring municipality.

\* \* \* \* \*

C. **Section 165-178 (Reserved) is hereby AMENDED by DELETING Section 165-178 in its entirety and INSERTING the following text as a new Section 165-178:**

**§165-178 Monument Displays**

A. A Monument Display shall be subject to the following criteria:

- (1) **Additional Principal Use.**
  - (a) In the General Commercial district, a Monument Display, together with the public's use of its Monument Display Public Amenity(ies) (if any), shall constitute the sole and principal use upon the lot where it is constructed.
  - (b) A Monument Display, together with the public's use of its Monument Display Public Amenity(ies) (if any), may be one of two or more principal uses on a property in the Community Commercial zoning district.
- (2) **On-Premises and Off-Premises Content.** A Monument Display may display on-premises and off-premises commercial advertising.
- (3) **Municipal and Civic Messaging.** A Monument Display shall provide availability and time for municipal, civic and emergency messaging, which availability shall be a minimum of one full slot of advertising of not less than seven (7) seconds each to be displayed every two minutes, at no cost to the Township.
- (4) **Active Display Area.** Nothing herein shall be construed to require that any Monument Display(s) be designed or approved so as to minimize the Active Display Area of such Monument Display(s). The permitted Active Display Area of any face of any Monument Displays shall be a function of its Roadway.
  - (a) **Maximum Active Display Area.** The maximum permitted Active Display Area for each face of a Monument Display shall be a function of the Monument Display's Roadway. The maximum permitted Active Display Area for each face within a Monument Display which is primarily viewable to traffic upon a Roadway in one direction shall be no larger than:



- (i) 1,000 square feet when located along Dekalb Pike / Route 202; and
  - (ii) 1,200 square feet when located along I-76, I-276, or US-422.
- (b) **Minimum Active Display Area.** The minimum permitted Active Display Area for each face of a Monument Display shall be a function of the Monument Display's Roadway. The minimum permitted Active Display Area for each face within a Monument Displays which is primarily viewable to traffic upon a Roadway in one direction shall be no smaller than:
- (i) 300 square feet when located along Dekalb Pike / Route 202; and
  - (ii) 500 square feet when located along I-76, I-276, or US-422.
- (5) **Maximum Heights.**
- (a) **Monument Display Structure Height.** The maximum height of a Monument Display structure shall be the highest of:
- (i) 65 feet measured from the Monument Display's Roadway; or
  - (ii) 55 feet measured from the average elevation of the Lot upon which the Monument Display is located.
- (b) **Monument Display Public Amenity Height.** The maximum height of a Monument Display public amenity shall be the highest of:
- (i) the maximum height of a Monument Display structure established pursuant to Subsection (5)(a) above; or
  - (ii) 55 feet measured from the lowest point of proposed final grade elevation within the footprint of the proposed Monument Display public amenity.
- (6) **Location and Spacing.**
- (a) **Abutting Major Roadways.** Monument displays shall be located only upon parcels which abut any of the following sections of roadways: Interstate 76 east of the Chester Valley Trail overpass, Interstate 276 (Pennsylvania Turnpike) between the Allendale Road overpass and the U.S. Route 202 overpass, U.S. Route 202 south of Interstate 276, and U.S. Route 422 west of Interstate 276.
- (b) **Spacing From Other Monument Displays.** No Monument Display shall be located within 3,000 feet of any other Monument Display erected or approved on any other parcel.
- (c) **Spacing From Residential Districts.** Monument displays shall be located not less than 150 feet from any residential zoning district in the Township or any residential zoning district or lawful residential use or

residential zoning district in any municipality which is adjacent to the Township.

(d) **Spacing from Pedestrian Crosswalk.** No Monument Display shall be constructed within 1,000 feet of any pedestrian crosswalk crossing over any Roadway of the Monument Display.

(e)

(f) **Spacing from Fire Companies.** No Monument Display shall be constructed within 1,000 feet of any fire company unless such fire company provides to the Township written certification that the construction and operation of the Monument Display will not adversely affect fire and emergency medical services coverage or response times within the Township.

(7) **Setbacks.**

(a) **Maximum Setback from the Legal or Existing Right of Way.** The nearest edge of the Active Display Area of a Monument Display shall be located not more than 35 feet from the edge of the ultimate right of way of the Roadway from which the display is intended to be primarily visible.

(b) **Setbacks Within Parcel.** Notwithstanding any provision of this Chapter to the contrary, Monument Displays and Monument Display Public Amenities shall be permitted within any yards and/or setbacks as may be otherwise imposed pursuant to this Chapter.

(8) **Illumination.**

(a) **Ambient Light Sensors Required.** All Monument Displays shall incorporate ambient light sensors that measure the levels of surrounding light and automatically reduce the intensity of illumination during periods of darkness or increase the intensity of illumination during periods of brightness.

(b) **Maximum Pixel Pitch.** A Monument Display using light emitting diodes (LED) as its visual communication technology shall have a pixel-pitch resolution of 16 mm or less.

(c) **Maximum light spillage or glare.** A Monument Display shall not spill light or glare exceeding three-tenths foot candles of light above the ambient light levels measured in accordance with this section.

(i) Light spillage or glare shall be measured by a professional lighting consultant or engineer. Applicant shall submit signed and sealed plans from such consultant or engineer with its initial application. Such specifications shall be subject to final inspection by the Township at construction completion. A follow-up inspection or study shall be performed by the applicant and certified by a Lighting Engineer 12 months from

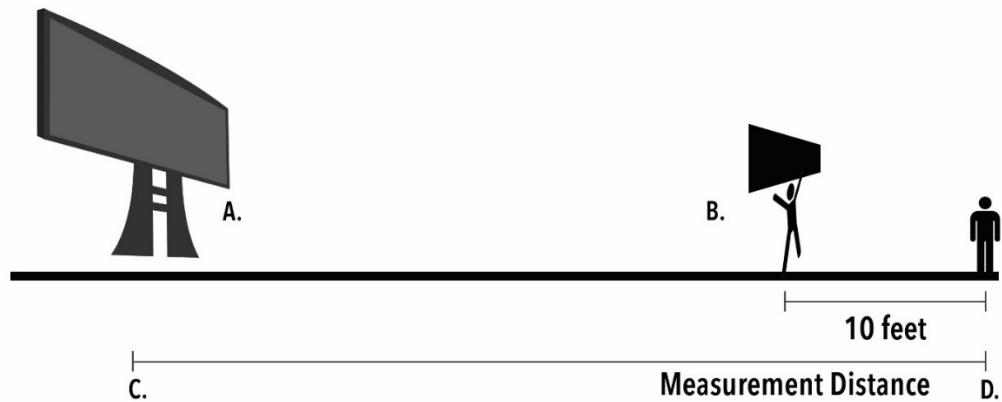
commencement of operations. On demand and upon 15 days written notice additional inspections may be requested by the Township. The Lighting Engineer shall use a properly calibrated low-level foot candle light metering device with two decimal place capability at a height of five feet above the grade of the Monument Display held at a preset distance from the Monument Display called the Illuminance Measurement Distance, which is calculated in accordance with the formula below. The Lighting Engineer shall aim the light meter toward the Monument Display at a perpendicular angle from the Illuminance Measurement Distance. When a measurement from the required distance is obstructed by a property line, a building, or other permanent structure, the measurement shall be taken from the furthest possible perpendicular extent. The Illuminance Measurement Distance, in feet, shall be equal to the square root of the quantity of the product of the Active Display Area (in square feet) multiplied by 100.

(ii) In order to determine the ambient light level, the Lighting Engineer shall employ one of two methods at his or her discretion as follows:

(A) **Inactive Monument Display.** Upon 24 hours notice to the Monument Display operator, the Lighting Engineer may require the operator to momentarily turn off the Active Display Area during which time the Lighting Engineer shall position the light meter at an elevation of five feet above the grade at the Illuminance Measurement Distance. Immediately following measurement of the ambient light level, the Active Display Area shall be turned back on whereupon the Lighting Engineer shall measure the light spillage or glare emanating from the Active Display Area to determine compliance.

(B) **Active Monument Display.** The Lighting Engineer shall aim the light meter toward the Active Display Area but shall place an opaque black sheet of material that is of an appropriate size to obstruct the light meter from reading any light emanating from the Active Display Area. A material size of 12 inches high by 40 inches is recommended but subject to the discretion of the Lighting Engineer. The material should be placed at a distance of ten feet away from the Lighting Engineer in between the Monument Display and the Lighting Engineer. Please see Diagram A below for an illustration.

*Diagram A: Measuring Ambient Light Level*



**A. Monument**

**B. Black cardboard or similar material**

**C-D. Measurement Distance**

- (iii) If measuring the illumination intensity during day time hours (dawn to dusk), the Lighting Engineer shall conduct the measurement within a time frame of at least 30 minutes after dawn and 30 minutes before dusk. If measuring during night time hours (dusk to dawn), the Lighting Engineer shall conduct the measurement within a time frame of at least 60 minutes after dusk but 60 minutes before dawn.
- (iv) All light meter measurements shall be represented by two circles, a larger field of view circle and a smaller target area circle inside the view finder. The Lighting Engineer shall position the target area circle so it falls entirely within the brightest portion of the Active Display Area that is being measured, as outlined in Diagram B below.

*Diagram B: Measuring Target Examples*

# Measuring Examples



(9) **Automatic Changeable Message or Copy.**

- (a) **Dwell time.** No Monument Display shall change message or copy on the Active Display Area more than once every seven seconds.
- (b) **Message or copy transition.** All message or copy changes shall be instantaneous; there shall be no scrolling, fading, animated, flashing or moving messages or copy.

(10) **Operation and maintenance.**

- (a) **Hours of operation.** The hours of operation of a Monument Display shall be 24 hours per day. Nothing herein shall preclude the the imposition of reasonable conditions by the Board of Supervisors designed to limit any potential adverse impacts upon residential uses near a proposed Monument Display which is the subject of an application for conditional use approval.
- b. **Maintenance.** The owner of the Monument Display, or his or her authorized agent, shall continuously maintain the Monument Display structure and surrounding associated area. At its discretion, the Township may perform annual inspections of the Monument Display to determine compliance with the Monument Display permit. Any noncompliance shall be corrected (or commercially reasonable steps shall be taken) within 30 days of written notice from the Township. Every five years, the owner or operator of the Monument Display structure shall have a Pennsylvania-registered structural engineer inspect the Monument

Display structure and provide the Township with a certificate from the engineer certifying that the Monument Display is structurally sound.

(11) **Landscaping.**

- a. A landscaping plan is required for the site of the Monument Display to be submitted for review to the Township as part of the Monument Display permit application or application for conditional use approval. The Township may require the area immediately beneath the Monument Display to include landscaping with suitable shrubbery and/or bushes of a minimum height of three to five feet to partially buffer or screen the foundation of the Monument Display.
- b. Any Monument Display design that incorporates landscaping shall require the entity, person, or individual who owns the Pennsylvania Department of Transportation permit for the specific Monument Display, to permanently maintain the landscaping and to execute a Maintenance Agreement with the Township that will include the posting of escrow with the Township in an amount reasonably sufficient to replace any diseased or dead landscaping in the event the owner or his or her authorized agent fails to do so.

(12) **Restrictions.** A Monument Display shall not:

- (a) Exhibit statements, words or pictures of obscene or pornographic subjects as determined by the Township, or otherwise display any content prohibited by 18 Pa.C.S.A. § 5903.
- (b) Emit any audio content.
- (c) Display any moving, flashing, scrolling or animated text or video.
- (d) Include the appearance of any stop sign or any other message, word or image that has the potential to distract drivers or otherwise jeopardize the public health, safety or welfare, or appears to attempt to direct the movement of traffic or which interferes with, imitates or resembles any official traffic sign, signal or device, or which uses the word "stop" or "danger" or presents or implies the need or requirement of stopping or the existence of danger.
- (e) Use an Active Display Area background consisting of bright white.

(13) **Architectural requirements.** The architecture of a Monument Display shall incorporate visual art or architecture elements in addition to its messaging function thereby creating a unique or distinctive architectural design. A Monument Display design shall incorporate one or more of the following architectural elements: stone, stucco, wood, brick, ornamental iron or decorative steel.

(14) **Monument Display Public Amenities.** Any application for a Monument Display shall include a form of Monument Display Public Amenity. If several Monument Displays are proposed as part of a Monument Display Network, the

applicant may construct up to three (3) locations for Monument Displays which do not include Monument Display Public Amenities, for every one (1) location proposed to include Monument Display Public Amenities. The construction of such Monument Display Public Amenities shall be commenced within twelve (12) months of the date when any Monument Display within the Monument Display Network becomes operational; or within such longer timeframe as may be reasonably imposed by the Board of Supervisors as a condition of conditional use approval.

**B. Monument Display Permit Application Procedure.** A Monument Display shall comply in all respects with the requirements of this Section.

**(1) Applicability of Additional Regulations.**

- (a) In the case of proposed Monument Displays, or a Monument Display Network, where any Monument Display Public Amenities proposed do not include a habitable structure with a footprint greater than 1,000 square feet, no further development plan approval pursuant to §§ 165-236 and 165-237 of this chapter shall be required; and, provided that no subdivision of land is simultaneously proposed, no further land development approval pursuant to Chapter 145 of the Township's Code of Ordinances shall be required.
- (b) In the case of proposed projects where the proposed Monument Display Public Amenity(ies) include a habitable structure with a footprint greater than 1,000 square feet, no further development plan approval pursuant to §§ 165-236 and 165-237 of this chapter shall be required, but such project shall not be automatically exempt from land development approval pursuant to Chapter 145 of the Township's Code of Ordinances.
- (c) Notwithstanding the foregoing, nothing herein shall exempt such projects from appropriate oversight and permitting associated with stormwater, grading and erosion control pursuant to Chapters 140A and 140B of the Township's Code of Ordinances.

**(2) Where Permitted By Right.** Where any Monument Display is permitted by right in the zoning district where it is proposed, construction of such Monument Display shall proceed only upon the issuance of a building permit as follows:

- (a) The applicant shall submit a building permit application with the customary information typically requested by the Township for any commercial construction project together with:
  - (i) a landscaping plan as described in Subsection A.(11) above; and
  - (ii) such other documentation as may be necessary to demonstrate the compliance of the proposed improvements with the provisions of this Section; and
  - (iii) a permit application fee as established from time to time by the Board of Supervisors.

- (b) The Township employee responsible for the issuance of building permits (the “Code Official”) shall, within thirty (30) days of receipt of the application materials, approve and issue the subject building permit(s) to the applicant; or identify in reasonable detail such defects in the application which prohibit the issuance of such permit(s). Nothing herein shall prohibit the issuance of a provisional or conditional permit subject to conditions precedent to issuance in the sound discretion of the Township’s staff.
- (2) **Where Permitted By Conditional Use.** An application for conditional use approval shall be required for any Monument Display permitted by conditional use in the zoning district where the proposed Monument Display will be located; or in order for the Board of Supervisors to exercise any discretion afforded to that body by the terms of this Section, even if the Monument Display would otherwise be permitted by right.
- (a) The Township shall review and issue comments to any proposed Monument Display architecture within 30 days of submission of a Monument Display conditional use application and any subsequent revised submissions.
  - (b) The applicant for conditional use approval for any Monument Display or Monument Display Network shall satisfy all specific criteria provided in this Section in addition to the general criteria for the granting of a conditional use as set forth in this Chapter.
  - (c) An applicant may propose to construct a Monument Display Network by simultaneously submitting separate applications for conditional use approval for each lot where such Monument Displays are proposed, together with a cover letter certifying that such applications are intended to be approved together as a Monument Display Network.
  - (d) Except as otherwise proscribed by applicable law, the Township Planning Commission and Board of Supervisors shall have broad authority and discretion to structure the orderly and appropriate admission of parties, taking of testimony and evidence, and rendering of decision(s) when considering an application for a Monument Display Network. Nothing herein shall prohibit the Township Planning Commission from issuing one recommendation as to all proposed locations within a Monument Display Network. Nothing herein shall prohibit the Board of Supervisors from issuing one decision granting or denying conditional use approval for all proposed locations within a Monument Display Network.
  - (e) Each subsequent application to add one or more new Monument Displays to an existing Monument Display Network shall be treated as a separate application for conditional use approval.

C. **Monument Display Public Amenity Construction, Monument Display Operation.**  
The construction of any Monument Display Public Amenity(ies) approved pursuant to



this Section shall be a condition for the permanent operation of any Monument Display approved or permitted in conjunction with such approved or permitted Monument Display Public Amenity(ies) upon the same parcel, provided that such Monument Display(s) may be operated while such construction is ongoing and proceeding with reasonable progress.

**D. Section 165-107 (General requirements) is hereby DELETED and REPLACED in its entirety with the following text:**

**§165-107 General requirements.**

- A. Except for Monument Displays and Monument Display Public Amenities approved or permitted pursuant to § 165-178, all development in the commercial districts shall be served by public sewer and public water facilities.
- B. Off-street parking shall be provided in accordance with § 165-191 *et seq.*
- C. Except for Monument Displays and Monument Display Public Amenities approved or permitted pursuant to § 165-178, signs shall meet the requirements of § 165-161 *et seq.* Signage located on buildings shall be consistent in size, location and materials throughout a specific development.
- D. Except for Monument Displays and Monument Display Public Amenities approved or permitted pursuant to § 165-178, landscaping and buffers shall be provided in accordance with the requirements of § 145-24.1 of the Subdivision and Land Development Ordinance.

\* \* \* \* \*

**SECTION 2. MONUMENT DISPLAYS PERMITTED IN GENERAL COMMERCIAL AND COMMUNITY COMMERCIAL ZONING DISTRICTS. CHAPTER 165, ARTICLE XIX (COMMERCIAL DISTRICTS) OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF UPPER MERION IS HEREBY AMENDED AS FOLLOWS:**

- A. Section 165-105 is hereby AMENDED to permit the Monument Display use in the Community Commercial zoning district by right and to permit the Monument Display use in the General Commercial zoning district by Conditional Use by INSERTING the following row in the table of permitted uses specified therein as the last line in the section entitled “Information” and by APPENDING the note indicated below:

Monument Displays	NP	NP	P/CU <sup>6</sup>	P <sup>5</sup> /CU <sup>6</sup>	NP
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- 5. Permitted when conducted as the sole principal use upon the premises.
- 6. Conditional Use approval is required for a Monument Display use in the Community Commercial zoning district and in the General Commercial zoning district if any proposed Monument Display Public Amenity(ies) include a structure intended for human habitation with a footprint greater than 1,000 square feet.

**SECTION 3. SUBDIVISION OF LAND ORDINANCE AMENDMENT. CHAPTER 145 (SUBDIVISION OF LAND) OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF UPPER MERION IS HEREBY AMENDED AS FOLLOWS:**

- A. Section 145-6 (Definitions) is hereby AMENDED by INSERTING the following text as a new definition of the term “MONUMENT DISPLAY” in alphabetical order:**

**MONUMENT DISPLAY**

An internally illuminated structure with display or copy faces that uses a visual communication technology (VCT), such as light emitting diodes (LED) or other internal light sources, which as permitted or approved pursuant to §165-178 of the Township’s Zoning Ordinance. A Monument Display, as described in this Chapter, is a use unto itself and is expressly distinguished from, and shall not be construed as, a “Billboard” or “Sign”.

- B. Section 145-6 (Definitions) is hereby AMENDED by DELETING the definition of the term “STRUCTURE” and REPLACING the same with the following text as a definition of the term “STRUCTURE”:**

**STRUCTURE**

Any form or arrangement of building materials involving the necessity of providing proper support, bracing, tying, anchoring or other protection against the forces of the elements, excepting therefrom flagpoles flying the flag of the United States only and light standards used for illumination of parking areas in commercial, industrial and multifamily zoning districts. Monument Displays and appurtenant improvements which do not include any habitable building with a footprint in excess of 1,000 square feet are excluded from the definition of a “Structure”.

\* \* \* \* \*

**SECTION 4. REPEALER.** All Ordinances or parts Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**SECTION 5. REVISIONS.** The Upper Merion Township Board of Supervisors does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its Ordinance, including this provision.

**SECTION 6. SEVERABILITY.** To the extent that any provision of this ordinance is deemed to be unlawful, such provision shall be severable from the remainder of provisions which are not deemed to be unlawful, which lawful provisions shall continue in full force and effect.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall be effective immediately.

**SECTION 8. FAILURE TO ENFORCE NOT A WAIVER.** The failure of Upper Merion Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

[INTENTIONALLY BLANK]

**ENACTED AND ORDAINED** this **15th** day of **October, 2020** by the Board of Supervisors of Upper Merion Township.

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

**ATTEST:**

By: \_\_\_\_\_  
Township Secretary

By: \_\_\_\_\_  
William Jenaway, Ph.D., Chairperson

By: \_\_\_\_\_  
Carole Kenney, Vice Chairperson

By: \_\_\_\_\_  
Tina Garzillo, Supervisor

By: \_\_\_\_\_  
Greg Philips, Supervisor

By: \_\_\_\_\_  
Greg Waks, Supervisor

**DISPLAY LEASE AGREEMENT**  
**Between**  
**Upper Merion Township**  
**And**  
**Croton Rd-(L) Upper Merion Land Holdings, LLC**

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This Display Lease Agreement (“Lease” or “Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), and entered into by and between Upper Merion Township (“Lessor”) and Croton Rd-(L) Upper Merion Land Holdings, LLC (“Lessee”). In consideration of the undertakings contained in this Lease and other good and valuable consideration, the receipt of which is acknowledged, Lessor leases and grants to Lessee exclusive rights to construct, operate, maintain and lease an off-premises advertising display (“Display”) and associated landscaping, including the rights of possession and use of ingress and egress to the Premises and to the Display within a certain portion of the real estate commonly known as Bob White Park, King of Prussia, PA 19087 (Parcel #58-00-05467-001), Montgomery County, Pennsylvania (“Lessor’s Property”), being hereinafter referred to as the “Premises” is set forth on Exhibit B and Exhibit C attached hereto.

1. The term of this Lease (the “Term”) shall commence (“Commencement Date”) on the Effective Date and shall expire on the date which is twenty-nine (29) years eleven (11) months following the Rent Commencement Date (defined below), unless terminated early in accordance with the terms of this Lease.

2. Lessee shall use its best efforts to obtain the necessary permits for the Display. Lessee’s obligation to pay rent as set forth in Section 3 is contingent on Lessee obtaining all necessary permits for the construction of, and completing the construction of, the Display. Lessee shall have sixteen (16) months from the Effective Date to obtain all Approvals hereinafter referred to as the “Approval Period”. Lessor shall cooperate in good faith with Lessee to obtain such Approvals at no cost to Lessor. Lessor shall not contract with any other person, company, or entity for the purposes of developing any ‘off premise’ signage defined as signage advertising a product or service not sold on Lessor’s Property during the Approval Period or for the duration of this Lease. In the event Approvals as defined herein are not obtained within the Approval Period, either party shall have the right to terminate the Agreement following expiration of the Approval Period with ninety (90) days written notice to the other party.

3. Lessee’s obligation to pay rent shall begin upon completion of construction and operation of the Display (“Rent Commencement”). Lessee shall pay Lessor annual rent, in equal monthly installments, in accordance with Exhibit D attached hereto (the “Rent”), beginning with Rent Commencement. In lieu of the foregoing monthly Rent, Lessor shall have the option to receive a single Lump Sum Rent payment at Rent Commencement in the amount indicated as the “Optional Lump Sum Rent” in Exhibit D, provided that Lessor delivers written notice of the exercise of such option to Lessee not later than sixty (60) days prior to Rent Commencement.

4. Lessee, including its agents, shall have the exclusive right to the Premises for the purpose of construction, operation, repair, repositioning and maintenance of outdoor advertising structures and displays of any kind, and lighting connections and equipment (all personal property or fixtures installed by or on behalf of Lessee is collectively referred to as the “Equipment or Personal Property”) which Lessor agrees is not part of the real estate. Lessor further grants Lessee and such

other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct, illuminate, maintain, operate, remove, or replace the Equipment; the right to ingress and egress over the Premises or Lessor's Property, if needed; and the right to maintain the visibility to the advertising display faces free of obstructive vegetation and structures for the term of this Lease. During the Term, including any extension thereof, Lessee shall not advertise any products/services which are; i) illegal, ii) which display adult related products or services, or iii) display objectionable material in the reasonable opinion of Upper Merion Township.

5. Lessor grants to Lessee and such other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct the certain improvements and fixtures to the Lessor's Property outlined on Exhibit F to this Agreement. Such improvements shall be completed by Lessee within twelve (12) months of the Rent Commencement Date. Upon installation of the improvements and fixtures as described in Exhibit F to this Agreement, such improvements and fixtures shall inure to the benefit of Lessor who shall have sole responsibility for ongoing maintenance of the same.

6. Lessee does hereby indemnify and agree to hold Lessor harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessee's agents, employees, or workmen in the construction, maintenance, repair, or removal of the Display or Equipment. Lessor does hereby indemnify and agree to hold Lessee harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessor's agents, employees, or workmen in the construction, maintenance or repair of Lessor's Property.

7. All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by Lessee are Lessee's trade fixtures, trade names and trademarks, and shall be and remain Lessee's exclusive personal property, and may be removed by Lessee at any time prior to or within a reasonable time after the termination of this Lease or any extension thereto. Only Lessee's employees and other authorized persons may have access to or upon the Display and Equipment, without Lessee's prior written consent. Lessee's ability to construct the Project is contingent upon Lessee's obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Display which are referred to hereinafter collectively as the ("Approvals"). The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by Lessee and/or required for installation and operation of the Display (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase "final, irrevocable, unappealable and unappealed" shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that Lessee has approved and agreed to comply with any conditions of approval. Lessor and Lessee acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed.

8. Lessee shall pay all costs associated with the provision of electricity and for the illumination of the Display and any and all other costs billed by utilities as a result of the use of the Display for expansions, etc.

9. If Lessor's Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, Lessor and Lessee shall, and Lessor shall cause each holder of such mortgages or deeds of trust to execute within ten (10) days of Lessee request a subordination, non-disturbance and attornment agreement which agreement shall incorporate provisions (the "Non-Disturbance Provisions") to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of Lessee and its successor and assigns in the Premises and assume the obligations of Lessor under the provisions of this Lease; and (b) that such holder shall require that any purchaser acquiring Lessor's Property or the Premises shall assume the obligations of Lessor under this Lease so that the rights of Lessee or those holding under Lessee shall not be interfered with or affected in any manner whatsoever. If Lessor does not deliver the required subordination, non-disturbance and attornment agreement to Lessee within such thirty (30) day period, Lessee may terminate this Lease by written notice to Lessor at any time prior to the date Lessor delivers such executed agreement(s) to Lessee. Lessee hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of Lessor subsequently placed upon Lessor's Property or the Premises after the date of this Lease (hereinafter referred to as the "Subsequent Mortgagee"), provided Lessee, Lessor and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions.

10. If Lessee defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any monetary default within thirty (30) days or other default within sixty (60) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such sixty (60) days if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then it shall constitute an event of default by Lessee ("Event of Default") and Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. Upon termination in accordance with this Section 9, Lessee shall be required to remove Lessee's Property within ninety (90) days of such notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted, whereupon such of Lessee's Property remaining on the Premises following such period, as applicable, shall be deemed to be Lessor's property. Lessor may then choose to remove or dispose of Lessee's Property, and Lessee shall be responsible for any and all costs of such work, including costs to restore any damage to Lessor's Property cause by such removal.

11. If Lessor defaults in the performance of any of the covenants and conditions hereof, Lessee may give Lessor notice of such default, and if Lessor does not cure any default within thirty (30) days (or if such default is of such nature that it cannot be completely cured within such period), if Lessor does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default then, in addition to its remedies at law, Lessee shall have the right to seek specific performance or a mandatory injunction from a court of competent jurisdiction.

12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. The Lessor represents and warrants that (i) it is the owner of the Lessor's Property; (ii) it has the authority to enter into, execute and fulfill its obligations under this Lease; and (iii) the execution of this Lease by Lessor and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which it is a party, including but not limited to any other leases or easement agreements. Lessor further covenants that it will not permit the Lessor's Property, or any adjoining or appurtenant parcel, owned or controlled by it, to be used for "off premise" advertising purposes or to permit the Display to be obstructed. Lessor shall cause the Lessor's Property, including the Premises, at all times to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at Lessor's expense. Lessor shall keep and maintain (or cause to be kept and maintained) Lessor's Property, including the Premises, in good condition and repair at Lessor's expense. In the event the Display does not operate, for any reason other than that which is out of Lessee's control, for a period of six (6) consecutive months, Lessor may provide Lessee with at least thirty (30) days written notice that Lessee must remove the Display from Lessor's Property and Lessee agrees to remove the Display upon such notice. Upon removal of the Display this Agreement will terminate and neither party shall have any obligation to the other.

14. Lessee has not dealt with any broker or finder with regard to the Premises or this Lease. Lessee will indemnify Lessor against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions.

15. The liability of Lessee under this Agreement shall be and is hereby limited to Lessee's interest in the Property and the Equipment and no other assets of Lessee shall be affected by reason of any liability which Lessee may have to Lessor or to any other person by reason of this Agreement, the execution thereof, or the acquisition of Lessor's interest herein.

16. If Lessee remains in possession of the Premises after the end of this Lease, Lessee will occupy the Premises as a Lessee from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term; provided, however, that Lessee's rent will increase to one hundred ten (110%) percent of the rent paid by Lessee one month prior to the expiration of this Lease.

17. Within no more than fifteen (15) days after written request by Lessor or Lessee, the other party will execute, acknowledge and deliver to Lessor or Lessee a certificate stating: (a) that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Lease have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the Lessee, Lessee has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Lease by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by Lessor or Lessee. Any certificate may be relied upon by any prospective purchaser of Lessor's or Lessee's assets and any prospective lender of Lessor or Lessee. If Lessor or Lessee submits a completed certificate to the other party, and such party fails to object to its



contents within fifteen (15) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Lessor and Lessee irrevocably appoint the other party as Lessor's or Lessee's attorney-in-fact to execute and deliver on the other party's behalf any completed certificate to which such party does not object within fifteen (15) days after its receipt.

18. Lessor gives Lessee its permission for the purpose of performing every act deemed necessary by Lessee to apply for and secure at Lessee's own expense and for Lessee's sole benefit and control the state and local building, sign and electrical permits, zoning variances, special uses, or changes in the zoning law relating to signs, and necessary to erect, maintain and modify the advertising sign structure on the Premises. Lessee shall have no obligation to pursue particular zoning matters or to continue to maintain any permit or license and any such action taken by Lessee shall be at its option.

19. All notices required to be sent under this Lease shall be sent to the following by (a) certified mail, return receipt requested, (b) hand delivery, or (c) overnight delivery by a commercial carrier (such as Federal Express or UPS):

Lessor:

**Upper Merion Township**

c/o

175 West Valley Forge Rd.

King of Prussia, PA 19406-1802

Tel. (610) 265-2600

Lessee:

**Croton Rd-(L) Upper Merion Land Holdings, LLC**

Attn: Thaddeus Bartkowski

P.O. Box 1421

Malvern, PA 19355

Tel. 610-975-9390

20. The parties agree that there are no prior or contemporaneous oral agreements pertaining to the Premises by and between Lessor and Lessee. The Lease embodies the entire agreement between the parties and may not be modified in any respect, except in writing, signed by the parties.

21. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) LESSEE finds that, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "h" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR

and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.

22. During the Term, the Lessee shall maintain insurance on the Premises and upon written request will provide Lessor with a certificate naming Lessor as an additional insured prior to the erection of any Display on the Premises, so endorsing Lessee's policy and indicating these limits: Public Liability \$2,000,000 and Property Damage, \$3,000,000. All insurance policies carried by Lessor or Lessee in covering the Premises, its contents and the personal property of either of them in the Premises will waive any right of the insurer to subrogation against the other to the extent permitted by law. Lessor and Lessee agree that their policies will include such a waiver or an endorsement to them, so long as the waiver or endorsement is available without cost. If a cost is imposed, the one whose insurer imposes it will advise the other of the cost and its amount and the other may pay it but will not be obligated to do so. The failure of any insurance policy to include such a waiver or endorsement will not affect this Lease.

23. Lessor and Lessee agree that each section of this Lease is severable from the remainder, and, if any portion of this Lease is declared to be void or unenforceable, the remainder of the Lease shall continue in full force and effect.

24. Lessor acknowledges that this Lease and the interests contained in this Lease run with the land. The parties agree to execute a recordable memorandum of this Lease, in such form as is attached hereto as Exhibit E, and further agree to execute any documents necessary to evidence or effectuate this Lease, including any documents necessary to effectuate its purpose.

25. Lessee hereby reserves the right, and said right is granted by Lessor to Lessee, with notice to Lessor, (but without the approval of Lessor being required), to sell, lease, convey, license, subgrant or otherwise transfer and set over all or a portion of the Lessee's right, title and interest in this Lease upon the express and written assumption and/or compliance by the assignee of all of the obligations of the Lessee herein named whereupon Lessee shall be fully discharged from any and all obligations under this Lease occurring after such transfer and Lessor shall look solely to the assignee of the Lessee's interest in this Lease for the performance of such obligations. Lessee shall further have the right, with notice to Lessor, (but without the approval of Lessor being required), to grant, sell, convey or otherwise transfer all or any portion of the Display, or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of Lessee, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of Lessee contained in this Lease (to the extent not expressly reserved to Lessee in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

26. Nothing herein shall prevent Lessee from granting a security interest in this Lease or the Equipment, by assignment or otherwise, without the prior written consent of Lessor. Lessor agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by Lessee's lender or lenders in connection with Lessee's granting of any such security interest. Any and all liens, claims, demands, or rights, which Lessor hereafter *may* acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate

and inferior to the lien and security interest of any lender of Lessee and Lessor hereby specifically waives and relinquishes all rights of levy, distraint, seizure or execution with respect to any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of Lessee's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Lease or of Lessee's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed hereunder. Upon written notice to Lessor, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with Lessee's rights under the Lease. In the event any lender (or its affiliates or assignees) acquires Lessee's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its affiliates or assignees) may assign its interest in the Premises and shall notify Lessor within five (5) business days of such assignment which notice shall include such assignees complete contact information.

27. This Lease may be terminated by Lessee if the Lessee is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, maintaining the Display on the Premises. Upon condemnation or threat of condemnation of the Premises by any lawful government authority, Lessee shall have the right to participate in the negotiation, trial and settlement of any condemnation award or condemnation settlement to the extent of Lessee's damages including, but not limited to, the following: (a) the loss of the use of the Display; (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs.

28. During the Term, Lessor (or any representative or employee thereof) shall not publish or disclose, or cause the publication or disclosure of, any information to any third party with respect to the execution or the terms of this Lease (including the identity of Lessee as a party hereto) or the advertising contracts, without prior written approval of Lessee, except as may be required by law and, provided further, however, that notwithstanding the foregoing, Lessor may disclose the terms and conditions of this Lease to any party that it enters into good faith negotiations with regarding the sale of the Lessor's Property.

29. Lessor covenants that if, and so long as, Lessee pays Rent and performs the covenants hereof, Lessee shall peaceably and quietly have, hold and enjoy the Display for the Term, subject to the provisions of this Lease.

30. This Agreement may be executed in one or more counterparts, all of that shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the said parties have set their hands and seals hereto the day and year first above written.

**LESSOR:**

Upper Merion Township

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

Name:

Title:

**LESSEE:**

**Croton Rd-(L) Upper Merion Land Holdings,  
LLC**

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

Name: Thaddeus Bartkowski

Title: Manager

**'Exhibit A'**  
**Lessor's Property**

**(Legal Description to be inserted)**

**‘Exhibit B’  
The Premises**

The Premises is the portion of Lessor’s Property that will be occupied by the Display. The Display shall be erected within the general area outlined in the image shown below subject to conflicting encumbrances. The specific location of the Display and the location of any underground utilities shall be decided after the execution of this Lease and completion of an ALTA survey and wetlands determination, if necessary, by Lessee to determine any underlying conditions (wetlands, topography, site lines, wetlands, easements, etc. each of which may cause the relocation of the Display) and will be shown on a site plan drafted by Lessee (“**Site Plan**”). Upon completion of the Site Plan, a copy shall be provided to Lessor for Lessor’s approval which approval shall not be unreasonable withheld, conditioned, or delayed (for clarity, should wetland delineation require the Display to be moved further south than as shown below, that condition alone cannot be grounds for withholding Lessor approval). The Site Plan shall be attached hereto as Exhibit C. In the event of an inconsistency between Exhibit B and the Site Plan, the Site Plan shall control.

**'Exhibit C'**  
**Site Plan**

**(Site Plan to be inserted)**

**'Exhibit D'**

**Optional Lump Sum Rent: \$863,750**

**Rent Schedule**

YEAR 1	\$100,000.00
YEAR 2	\$100,000.00
YEAR 3	\$100,000.00
YEAR 4	\$100,000.00
YEAR 5	\$100,000.00
YEAR 6	\$110,000.00
YEAR 7	\$110,000.00
YEAR 8	\$110,000.00
YEAR 9	\$110,000.00
YEAR 10	\$110,000.00
YEAR 11	\$121,000.00
YEAR 12	\$121,000.00
YEAR 13	\$121,000.00
YEAR 14	\$121,000.00
YEAR 15	\$121,000.00
YEAR 16	\$133,100.00
YEAR 17	\$133,100.00
YEAR 18	\$133,100.00
YEAR 19	\$133,100.00
YEAR 20	\$133,100.00
YEAR 21	\$146,410.00
YEAR 22	\$146,410.00
YEAR 23	\$146,410.00
YEAR 24	\$146,410.00
YEAR 25	\$146,410.00
YEAR 26	\$161,051.00
YEAR 27	\$161,051.00
YEAR 28	\$161,051.00
YEAR 29	\$161,051.00
YEAR 30	\$161,051.00



**ANNUAL RENT**

**'Exhibit E'**

**[Form of Memorandum of Lease]**

Address: (Parcel #58-00-05467-001), located at Croton Road, King of Prussia, PA, 19087, Montgomery County, Pennsylvania

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this "**Memorandum**"), dated this\_\_\_\_, date of \_\_\_\_\_, 2020 (the "**Effective Date**") by and between Upper Merion Township ("**Lessor**"), and Croton Rd-(L) Upper Merion Land Holdings, LLC ("**Lessee**"), a Delaware limited liability company.

Preliminary Statement

Lessor is the owner of the property commonly known as Parcel #58-00-05467-001, located at Croton Rd., King of Prussia, PA 19087, Montgomery County, Pennsylvania ("**Lessor's Property**") as more particularly described on **Exhibit "A"** attached hereto. Lessor and Lessee desire to set forth certain information as hereinafter described with respect to the Display Lease Agreement dated the \_\_\_ day of \_\_\_\_\_ 2020, including any and all addendums and amendments, by and between Lessor and Lessee's predecessor in interest (the "**Lease**"). Lessor and Lessee have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The name of Lessor is Upper Merion Township ("**Lessor**").
3. The name of Lessee is Croton Rd-(L) Upper Merion Land Holdings, LLC ("**Lessee**").
4. The Premises demised is located at Lessor's Property as more particularly described on **Exhibit "B"** attached hereto. In addition, the Lease provides for certain rights for the benefit of the Lessee over Lessor's Property, including for the purposes of ingress, egress, and certain other rights and restrictions over Lessor's Property, all as more particularly set forth in the Lease.
5. The Term of the Lease is Twnty-Nine (29) years Eleven (11) months beginning with Rent Commencement as defined in the Lease (the "**Term**").
6. **Notice to Future Lien Holders.** The Lease is NOT self-subordinating to any future liens and the Lessee will require a non-disturbance agreement acceptable to Lessee in order to agree to subordinate its leasehold interest in the Property to any future lien holders.

7. This Memorandum is prepared for the purpose of providing for record notice of the Lease, and in no way modifies the express and particular provisions of the Lease. The Lease contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Lease and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Lease, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Memorandum of Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

**[THIS SPACE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE  
FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum on the day and year first above written.

**LESSEE:**

Croton Rd-(L) Upper Merion Land Holdings, LLC

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

Name: \_\_\_\_\_  
Thaddeus Bartkowski

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, in his capacity as \_\_\_\_\_ of \_\_\_\_\_, it being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ as the act and deed of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**LESSOR:**

Upper Merion Township

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

Name: \_\_\_\_\_

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

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF

:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, in his capacity as \_\_\_\_\_ of \_\_\_\_\_, it being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ as the act and deed of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

*[Signature Page to Memorandum of Lease]*

**'Exhibit A' to Memorandum of Lease**  
**'Lessor's Property'**

**'Exhibit B' to Memorandum of Lease**  
**'The Premises'**

**'Exhibit F'**  
**Improvements to Lessor's Property**

**(Plan(s) to be inserted)**

# MONUMENT DISPLAY LEASE AGREEMENT

Between

Upper Merion Township

And

422 West-(L) Upper Merion Land Holdings, LLC

**(EASTERLY SIDE OF RIGHT OF WAY OF ROUTE 422 AT BETZWOOD BRIDGE)**

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This Monument Display Lease Agreement (“Lease” or “Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), and entered into by and between Upper Merion Township (“Lessor”) and 422 West-(L) Upper Merion Land Holdings, LLC (“Lessee”). In consideration of the undertakings contained in this Lease and other good and valuable consideration, the receipt of which is acknowledged, Lessor leases and grants to Lessee exclusive rights to construct, operate, maintain and lease for advertising an off-premises advertising display (“Monument Display”) and associated landscaping, as shown on ‘**Exhibit C**’ attached hereto including the rights of possession and use of ingress and egress to the Premises and to the Monument Display within the real estate commonly known as Parcel #58-00-16027-007, Montgomery County, Pennsylvania (“Lessor’s Property”) as shown on ‘**Exhibit A**’ attached hereto, a portion thereof being hereinafter referred to as the “Premises” is set forth on ‘**Exhibit B**’ attached hereto.

1. The term of this Lease (the “Term”) shall commence (“Commencement Date”) on the Effective Date and shall expire on the date which is twenty-nine (29) years eleven (11) months following the Rent Commencement Date (defined below), unless terminated early in accordance with the terms of this Lease.

2. Lessee shall use its best efforts to obtain the necessary permits for the Monument Display. Lessee’s obligation to pay rent as set forth in Section 3 is contingent on Lessee obtaining all necessary permits for the construction of, and completing the construction of, the Monument Display. Lessee shall have sixteen (16) months from the Effective Date to obtain all Approvals hereinafter referred to as the “Approval Period”. Lessor shall cooperate in good faith with Lessee to obtain such Approvals at no cost to Lessor. Lessor shall not contract with any other person, company, or entity for the purposes of developing any ‘off premise’ signage defined as signage advertising a product or service not sold on Lessor’s Property during the Approval Period or for the duration of this Lease. In the event Approvals as defined herein are not obtained within the Approval Period, either party shall have the right to terminate the Agreement following expiration of the Approval Period with ninety (90) days written notice to the other party.

3. Lessee’s obligation to pay rent shall begin upon completion of construction and operation of the initial one (1) display face of the Monument Display (“Rent Commencement”). Rent for the one (1) display face shall be in an amount as set forth in the attached ‘**Exhibit D**’ labeled Rent Schedule (the “Initial Rent”). Initial Rent shall be paid by the fifth (5<sup>th</sup>) day of each month in equal monthly installments beginning with Rent Commencement. In lieu of the foregoing monthly Rent, and Initial Rent, Lessor shall have the option to receive a single Lump Sum Rent payment at Rent Commencement in the amount indicated as the “Optional Lump Sum Rent” in Exhibit D, provided that Lessor delivers written notice of the exercise of such option to Lessee not later than sixty (60) days prior to Rent Commencement.



a. Within five (5) business days of issuance of a Use and Occupancy Permit from the Upper Merion Township, Lessee shall pay to Landlord a one-time fee of One Hundred Seventy-Five Thousand dollars (\$175,000.00).

4. Lessor understands and agrees that the Monument Display shall initially be constructed with one (1) operational display face oriented toward southbound traffic on Route 422. Upon request by Lessee, and Lessor's written consent, Lessee may install one (1) additional display face oriented toward northbound traffic on Route 422. Such consent shall be granted or denied within ten (10) business days request by Lessee. In the event Lessor provides such consent for the additional display face, and Lessee installs and operates the same so the Monument Display contains two (2) operation display faces, the Initial Rent shall increase to that which is set forth on **Exhibit D** attached hereto identified as the Revised Rent ("Revised Rent"). (The Initial Rent, and in the event of the installation and operation of the additional display face as set forth herein triggering the commencement of Revised Rent, shall collectively be referred to herein as "Rent").

5. Lessee, including its agents, shall have the exclusive right to the Premises for the purpose of construction, operation, repair, repositioning and maintenance of outdoor advertising structures and displays of any kind, and lighting connections and equipment (all personal property or fixtures installed by or on behalf of Lessee is collectively referred to as the "Equipment or Personal Property") which Lessor agrees is not part of the real estate. Lessor further grants Lessee and such other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct, illuminate, maintain, operate, remove, or replace the Equipment; the right to ingress and egress over the Premises or Lessor's Property, if needed; and the right to maintain the visibility to the advertising display faces free of obstructive vegetation and structures for the term of this Lease. During the Term, including any extension thereof, Lessee shall not advertise any products/services which are; i) illegal, ii) which display adult related products or services, or iii) display objectionable material in the reasonable opinion of Upper Merion Township.

6. Lessee does hereby indemnify and agree to hold Lessor harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessee's agents, employees, or workmen in the construction, maintenance, repair, or removal of the Monument Display or Equipment. Lessor does hereby indemnify and agree to hold Lessee harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessor's agents, employees, or workmen in the construction, maintenance or repair of Lessor's Property.

7. All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by Lessee are Lessee's trade fixtures, trade names and trademarks, and shall be and remain Lessee's exclusive personal property, and may be removed by Lessee at any time prior to or within a reasonable time after the termination of this Lease or any extension thereto. Only Lessee's employees and other authorized persons may have access to or upon the Monument Display and Equipment, without Lessee's prior written consent. Lessee's ability to construct the Project is contingent upon Lessee's obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Monument Display which are referred to hereinafter collectively as the ("Approvals"). The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by Lessee and/or required for installation

and operation of the Monument Display (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase “final, irrevocable, unappealable and unappealed” shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that Lessee has approved and agreed to comply with any conditions of approval. Lessor and Lessee acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed. Any time period provided herein for the obtaining of any permit(s) and/or approval(s) by any party shall be tolled during the pendency of any appeal or administrative proceeding arising out of the grant or denial of such permit(s) or approval(s) until such time as the grant or denial of the same is rendered final, irrevocable, unappealable, and unappealed.

a. Lessee agrees, upon execution of this Agreement, to pursue a letter of support and/or a letter of no objection, from the National Park Service, to the installation of the Display on Lessor’s Property (“**NPS Letter**”). Lessor and Lessee agree that Rent Commencement shall not occur nor shall this Agreement terminate, as long as Lessee pursues the NPS Letter. Lessor may, in its sole discretion, waive, in writing, the requirement for the NPS Letter.

8. Lessee shall pay all costs associated with the provision of electricity and for the illumination of the Monument Display and any and all other costs billed by utilities as a result of the use of the Monument Display for expansions, etc.

9. If Lessor’s Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, Lessor and Lessee shall, and Lessor shall cause each holder of such mortgages or deeds of trust to execute within ten (10) days of Lessee request a subordination, non-disturbance and attornment agreement which agreement shall incorporate provisions (the “Non-Disturbance Provisions”) to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of Lessee and its successor and assigns in the Premises and assume the obligations of Lessor under the provisions of this Lease; and (b) that such holder shall require that any purchaser acquiring Lessor’s Property or the Premises shall assume the obligations of Lessor under this Lease so that the rights of Lessee or those holding under Lessee shall not be interfered with or affected in any manner whatsoever. If Lessor does not deliver the required subordination, non-disturbance and attornment agreement to Lessee within such thirty (30) day period, Lessee may terminate this Lease by written notice to Lessor at any time prior to the date Lessor delivers such executed agreement(s) to Lessee. Lessee hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of Lessor subsequently placed upon Lessor’s Property or the Premises after the date of this Lease (hereinafter referred to as the “Subsequent Mortgagee”), provided Lessee, Lessor and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions.

10. If Lessee defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any monetary default within thirty (30) days or other default within sixty (60) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such sixty (60) days if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then

it shall constitute an event of default by Lessee (“Event of Default”) and Lessor may terminate this Lease on not less than thirty (30) days’ notice to Lessee. Upon termination in accordance with this Section 10, Lessee shall be required to remove Lessee’s Property within ninety (90) days of such notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted. In the event Lessee’s Property remains on the Property following such ninety (90) day period, it shall be deemed to be forfeited by Lessee and become Lessor’s property. Lessor may then choose to remove or dispose of Lessee’s Property, and Lessee shall be responsible for any and all costs of such work, including costs to restore any damage to Lessor’s Property cause by such removal. Notwithstanding anything to contrary contained herein, following such termination as set forth in this Section 10, there shall be no further obligation due and owing by either party.

11. If Lessor defaults in the performance of any of the covenants and conditions hereof, Lessee may give Lessor notice of such default, and if Lessor does not cure any default within thirty (30) days (or if such default is of such nature that it cannot be completely cured within such period), if Lessor does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default then, in addition to its remedies at law, Lessee shall have the right to seek specific performance or a mandatory injunction from a court of competent jurisdiction.

12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. The Lessor represents and warrants that (i) it is the owner of the Lessor’s Property; (ii) it has the authority to enter into, execute and fulfill its obligations under this Lease; and (iii) the execution of this Lease by Lessor and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which it is a party, including but not limited to any other leases or easement agreements. Lessor further covenants that it will not permit the Lessor’s Property, or any adjoining or appurtenant parcel, owned or controlled by it, to be used for “off premise” advertising purposes or to permit the Monument Display to be obstructed. Lessor shall cause the Lessor’s Property, including the Premises, at all times to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at Lessor’s expense. Lessor shall keep and maintain (or cause to be kept and maintained) Lessor’s Property, including the Premises, in good condition and repair at Lessor’s expense. In the event the Display does not operate, for any reason other than that which is out of Lessee’s control, for a period of six (6) consecutive months, Lessor may provide Lessee with at least thirty (30) days written notice that Lessee must remove the Display from Lessor’s Property and Lessee agrees to remove the Display upon such notice. Upon removal of the Display this Agreement will terminate and neither party shall have any obligation to the other.

14. Lessee has not dealt with any broker or finder with regard to the Premises or this Lease. Lessee will indemnify Lessor against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions.

15. The liability of Lessee under this Agreement shall be and is hereby limited to Lessee’s interest in the Property and the Equipment and no other assets of Lessee shall be affected by reason of any liability which Lessee may have to Lessor or to any other person by reason of this Agreement, the execution thereof, or the acquisition of Lessor’s interest herein.

16. If Lessee remains in possession of the Premises after the end of this Lease, Lessee will occupy the Premises as a Lessee from month to month, subject to all conditions, provisions, and

obligations of this Lease in effect on the last day of the term; provided, however, that Lessee's rent will increase to one hundred ten (110%) percent of the rent paid by Lessee one month prior to the expiration of this Lease.

17. Within no more than fifteen (15) days after written request by Lessor or Lessee, the other party will execute, acknowledge and deliver to Lessor or Lessee a certificate stating: (a) that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Lease have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the Lessee, Lessee has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Lease by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by Lessor or Lessee. Any certificate may be relied upon by any prospective purchaser of Lessor's or Lessee's assets and any prospective lender of Lessor or Lessee. If Lessor or Lessee submits a completed certificate to the other party, and such party fails to object to its contents within fifteen (15) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Lessor and Lessee irrevocably appoint the other party as Lessor's or Lessee's attorney-in-fact to execute and deliver on the other party's behalf any completed certificate to which such party does not object within fifteen (15) days after its receipt.

18. Lessor gives Lessee its permission for the purpose of performing every act deemed necessary by Lessee to apply for and secure at Lessee's own expense and for Lessee's sole benefit and control the state and local building, sign and electrical permits, zoning variances, special uses, or changes in the zoning law relating to signs, and necessary to erect, maintain and modify the advertising sign structure on the Premises. Lessee shall have no obligation to pursue particular zoning matters or to continue to maintain any permit or license and any such action taken by Lessee shall be at its option.

19. All notices required to be sent under this Lease shall be sent to the following by (a) certified mail, return receipt requested, (b) hand delivery, or (c) overnight delivery by a commercial carrier (such as Federal Express or UPS):

Lessor:

**Upper Merion Township**  
c/o  
175 West Valley Forge Rd.  
King of Prussia, PA 19406-1802  
Tel. (610) 265-2600

Lessee:

**422 West-(L) Upper Merion Land Holdings, LLC**  
Attn: Thaddeus Bartkowski  
P.O. Box 1421  
Malvern, PA 19355  
Tel. 610-975-9390

20. The parties agree that there are no prior or contemporaneous oral agreements pertaining to the Premises by and between Lessor and Lessee. The Lease embodies the entire agreement between the parties and may not be modified in any respect, except in writing, signed by the parties.

21. In the event that, in Lessee's reasonable opinion; (a) Lessee is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) Lessee's Monument Display on the Premises become entirely or partially damaged or destroyed; (d) the view of Lessee's Monument Display are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Monument Display; (f) Lessee is prevented from maintaining electrical power to the Premises or illuminating its Monument Display; (g) Lessee finds that, the continued maintenance/operation of the Monument Display is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Property; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then Lessee shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "h" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to Lessor. Notwithstanding the foregoing, if Lessor receives such written notice of such abatement or termination from Lessee, setting forth which of the items listed above are in effect, and Lessor, at Lessor's sole option, cures any such items within thirty (30) days after receipt of such notice from Lessee, this Lease shall continue in full force and effect. Lessor and Lessee understand that visibility of the Advertising is important to Lessee. Lessee and Lessor shall cooperate with each other and give their best efforts as to ensure that there will be no sign blockage.

22. During the Term, the Lessee shall maintain insurance on the Premises and upon written request will provide Lessor with a certificate naming Lessor as an additional insured prior to the erection of any Monument Display on the Premises, so endorsing Lessee's policy and indicating these limits: Public Liability \$2,000,000 and Property Damage, \$3,000,000. All insurance policies carried by Lessor or Lessee in covering the Premises, its contents and the personal property of either of them in the Premises will waive any right of the insurer to subrogation against the other to the extent permitted by law. Lessor and Lessee agree that their policies will include such a waiver or an endorsement to them, so long as the waiver or endorsement is available without cost. If a cost is imposed, the one whose insurer imposes it will advise the other of the cost and its amount and the other may pay it but will not be obligated to do so. The failure of any insurance policy to include such a waiver or endorsement will not affect this Lease.

23. Lessor and Lessee agree that each section of this Lease is severable from the remainder, and, if any portion of this Lease is declared to be void or unenforceable, the remainder of the Lease shall continue in full force and effect.

24. Lessor acknowledges that this Lease and the interests contained in this Lease run with the land. The parties agree to execute a recordable memorandum of this Lease, in such form as is attached hereto as '**Exhibit E**', and further agree to execute any documents necessary to evidence or effectuate this Lease, including any documents necessary to effectuate its purpose.

25. Lessee hereby reserves the right, and said right is granted by Lessor to Lessee, with notice to Lessor, (but without the approval of Lessor being required), to sell, lease, convey, license, sub-grant or otherwise transfer and set over all or a portion of the Lessee's right, title and interest in this Lease upon the express and written assumption and/or compliance by the assignee of all of the obligations of the Lessee herein named whereupon Lessee shall be fully discharged from any and all obligations under this Lease occurring after such transfer and Lessor shall look solely to the assignee of the Lessee's interest in this Lease for the performance of such obligations. Lessee shall further have the right, with notice to Lessor, (but without the approval of Lessor being

required), to grant, sell, convey or otherwise transfer all or any portion of the Monument Display, or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of Lessee, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of Lessee contained in this Lease (to the extent not expressly reserved to Lessee in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

26. Nothing herein shall prevent Lessee from granting a security interest in this Lease or the Equipment, by assignment or otherwise, without the prior written consent of Lessor. Lessor agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by Lessee's lender or lenders in connection with Lessee's granting of any such security interest. Any and all liens, claims, demands, or rights, which Lessor hereafter *may* acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate and inferior to the lien and security interest of any lender of Lessee and Lessor hereby specifically waives and relinquishes all rights of levy, distraint, seizure or execution with respect to the Lease or any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of Lessee's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Lease or of Lessee's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed hereunder. Upon written notice to Lessor, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with Lessee's rights under the Lease. In the event any lender (or its affiliates or assignees) acquires Lessee's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its affiliates or assignees) may assign its interest in the Premises and shall notify Lessor within five (5) business days of such assignment which notice shall include such assignees complete contact information.

27. This Lease may be terminated by Lessee if the Lessee is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, maintaining the Monument Display on the Premises. Upon condemnation or threat of condemnation of the Premises by any lawful government authority, Lessee shall have the right to participate in the negotiation, trial and settlement of any condemnation award or condemnation settlement to the extent of Lessee's damages including, but not limited to, the following: (a) the loss of the use of the Monument Display; (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs.

28. During the Term, Lessor (or any representative or employee thereof) shall not publish or disclose, or cause the publication or disclosure of, any information to any third party with respect to the execution or the terms of this Lease (including the identity of Lessee as a party hereto) or the advertising contracts, without prior written approval of Lessee, except as may be required by law and, provided further, however, that notwithstanding the foregoing, Lessor may disclose the terms and conditions of this Lease to any party that it enters into good faith negotiations with regarding the sale of the Lessor's Property.

29. Lessor covenants that if, and so long as, Lessee pays Rent and performs the covenants hereof, Lessee shall peaceably and quietly have, hold and enjoy the Monument Display for the Term, subject to the provisions of this Lease.

30. This Agreement may be executed in one or more counterparts, all of that shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the said parties have set their hands and seals hereto the day and year first above written.

**LESSOR:**

Upper Merion Township

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

Name:

Title:

**LESSEE:**

**422 West-(L) Upper Merion Land Holdings,  
LLC**

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

Name: Thaddeus Bartkowski

Title: Manager



**'Exhibit A'**  
**'Lessor's Property'**



## 'Exhibit B'

### The 'Premises'

The Premises is the portion of Lessor's Property that will be occupied by the Monument Display. The Monument Display shall be erected within the general area outlined in the image shown below subject to any conflicting encumbrances. The specific location of the Monument Display and the location of any underground utilities shall be decided after the execution of this Lease and completion of a survey by Lessee to determine any underlying conditions (topography, obstructions, wetlands, easements, etc which may cause the relocation of the Monument Display) and will be shown on a site plan prepared by Lessee ("Site Plan"). Upon completion of the Site Plan, a copy shall be provided to Lessor for Lessor's approval which approval shall not be unreasonable withheld, conditioned, or delayed. The Site Plan shall be attached hereto as '**Exhibit C**'.



**'Exhibit C'**

**The 'Site Plan'**

**(Site Plan to be inserted)**

**‘Exhibit D’**

**‘Rent Schedule’**

**Optional Lump Sum Rent: \$412,500 (One Display Face) / \$589,250 (Two Display Faces)**

<b>Initial Rent</b>			<b>Revised Rent</b>	
<b><u>RENT (1 Display Face)</u></b>			<b><u>RENT (2 Display Faces)</u></b>	
YEAR 1	\$37,500.00		YEAR 1	\$50,000.00
YEAR 2	\$37,500.00		YEAR 2	\$50,000.00
YEAR 3	\$37,500.00		YEAR 3	\$50,000.00
YEAR 4	\$37,500.00		YEAR 4	\$50,000.00
YEAR 5	\$37,500.00		YEAR 5	\$50,000.00
YEAR 6	\$41,250.00		YEAR 6	\$55,000.00
YEAR 7	\$41,250.00		YEAR 7	\$55,000.00
YEAR 8	\$41,250.00		YEAR 8	\$55,000.00
YEAR 9	\$41,250.00		YEAR 9	\$55,000.00
YEAR 10	\$41,250.00		YEAR 10	\$55,000.00
YEAR 11	\$45,375.00		YEAR 11	\$60,500.00
YEAR 12	\$45,375.00		YEAR 12	\$60,500.00
YEAR 13	\$45,375.00		YEAR 13	\$60,500.00
YEAR 14	\$45,375.00		YEAR 14	\$60,500.00
YEAR 15	\$45,375.00		YEAR 15	\$60,500.00
YEAR 16	\$49,912.50		YEAR 16	\$66,550.00
YEAR 17	\$49,912.50		YEAR 17	\$66,550.00
YEAR 18	\$49,912.50		YEAR 18	\$66,550.00
YEAR 19	\$49,912.50		YEAR 19	\$66,550.00
YEAR 20	\$49,912.50		YEAR 20	\$66,550.00
YEAR 21	\$54,903.75		YEAR 21	\$73,205.00
YEAR 22	\$54,903.75		YEAR 22	\$73,205.00
YEAR 23	\$54,903.75		YEAR 23	\$73,205.00
YEAR 24	\$54,903.75		YEAR 24	\$73,205.00
YEAR 25	\$54,903.75		YEAR 25	\$73,205.00
YEAR 26	\$60,394.13		YEAR 26	\$80,525.50
YEAR 27	\$60,394.13		YEAR 27	\$80,525.50
YEAR 28	\$60,394.13		YEAR 28	\$80,525.50
YEAR 29	\$60,394.13		YEAR 29	\$80,525.50
YEAR 30	\$60,394.13		YEAR 30	\$80,525.50

\* Revised Rent as defined herein shall only be applicable in the event Lessee constructs and operates two (2) display faces on the Monument Display subject to the terms and conditions contained in this Agreement

**‘Exhibit E’**

**Memorandum of Lease**

Address: (Parcel #58-00-16027-007), located at the south side of the Schuylkill River on the Westbound side of the Route 422 bridge, King of Prussia, PA, 19406, Montgomery County, Pennsylvania (to wit, located to the easterly side of the Right of Way of Route 422).

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this “Memorandum”), dated this \_\_\_\_\_, date of \_\_\_\_\_, 2020 (the “Effective Date”) by and between Upper Merion Township (“Lessor”), and 422 West-(L) Upper Merion Land Holdings, LLC (“Lessee”), a Pennsylvania limited liability company.

**Preliminary Statement**

Lessor is the owner of the property commonly known as Parcel #58-00-16027-007, located at the south side of the Schuylkill River on either side of the Route 422 bridge, King of Prussia, PA, 19406, Montgomery County, Pennsylvania (“Lessor’s Property”) as more particularly described on ‘**Exhibit A**’ attached hereto. Lessor and Lessee desire to set forth certain information as hereinafter described with respect to the Monument Display Lease Agreement dated the \_\_\_ day of \_\_\_\_\_ 2020, including any and all addendums and amendments, by and between Lessor and Lessee’s predecessor in interest (the “Lease”). Lessor and Lessee have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The name of ‘Lessor’ is Upper Merion Township (“Lessor”).
3. The name of ‘Lessee’ is 422 West-(L) Upper Merion Land Holdings, LLC (“Lessee”).
4. The Premises demised is located at Lessor’s Property as more particularly described on ‘**Exhibit B**’ attached hereto. In addition, the Lease provides for certain rights for the benefit of the Lessee over Lessor’s Property, including for the purposes of ingress, egress, and certain other rights and restrictions over Lessor’s Property, all as more particularly set forth in the Lease.
5. The Term of the Lease is Twenty-Nine (29) years Eleven (11) months beginning with Rent Commencement as defined in the Lease (the “Term”).
6. **Notice to Future Lien Holders.** The Lease is NOT self-subordinating to any future liens and the Lessee will require a non-disturbance agreement acceptable to Lessee in order to agree to subordinate its leasehold interest in the Property to any future lien holders.

7. This Memorandum is prepared for the purpose of providing for record notice of the Lease, and in no way modifies the express and particular provisions of the Lease. The Lease contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Lease and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Lease, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Memorandum of Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

**[THIS SPACE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum on the day and year first above written.

**LESSEE:**

422 West-(L) Upper Merion Land Holdings, LLC

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

Name: \_\_\_\_\_  
Thaddeus Bartkowski

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, in his capacity as \_\_\_\_\_ of \_\_\_\_\_, it being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ as the act and deed of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**LESSOR:**

Upper Merion Township

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

Name: \_\_\_\_\_

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

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF

:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, in his capacity as \_\_\_\_\_ of \_\_\_\_\_, it being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ as the act and deed of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**'Exhibit A' to Memorandum of Lease**  
**'Lessor's Property'**



**'Exhibit B' to Memorandum of Lease**

**The 'Premises'**

The Premises is the portion of Lessor's Property that will be occupied by the Monument Display. The Monument Display shall be erected within the general area outlined in the image shown below subject to any conflicting encumbrances. The specific location of the Monument Display and the location of any underground utilities shall be decided after the execution of this Lease and completion of a survey by Lessee to determine any underlying conditions (topography, obstructions, wetlands, easements, etc which may cause the relocation of the Monument Display) and will be shown on a site plan prepared by Lessee ("Site Plan"). Upon completion of the Site Plan, a copy shall be provided to Lessor for Lessor's approval which approval shall not be unreasonable withheld, conditioned, or delayed. The Site Plan shall be attached hereto as '**Exhibit C**'.



**MONUMENT DISPLAY LEASE AGREEMENT**  
**Between**  
**Upper Merion Township**  
**And**  
**422 East-(L) Upper Merion Land Holdings, LLC**

**(WESTERLY SIDE OF RIGHT OF WAY OF ROUTE 422 AT BETZWOOD BRIDGE)**

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This Monument Display Lease Agreement (“Lease” or “Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), and entered into by and between Upper Merion Township (“Lessor”) and 422 East-(L) Upper Merion Land Holdings, LLC (“Lessee”). In consideration of the undertakings contained in this Lease and other good and valuable consideration, the receipt of which is acknowledged, Lessor leases and grants to Lessee exclusive rights to construct, operate, maintain and lease for advertising an off-premises advertising display (“Monument Display”) and associated landscaping, as shown on ‘**Exhibit C**’ attached hereto including the rights of possession and use of ingress and egress to the Premises and to the Monument Display within the real estate commonly known as Parcel #58-00-16027-007, Montgomery County, Pennsylvania (“Lessor’s Property”) as shown on ‘**Exhibit A**’ attached hereto, a portion thereof being hereinafter referred to as the “Premises” is set forth on ‘**Exhibit B**’ attached hereto.

1. The term of this Lease (the “Term”) shall commence (“Commencement Date”) on the Effective Date and shall expire on the date which is twenty-nine (29) years eleven (11) months following the Rent Commencement Date (defined below), unless terminated early in accordance with the terms of this Lease.
2. Lessee shall use its best efforts to obtain the necessary permits for the Monument Display. Lessee’s obligation to pay rent as set forth in Section 3 is contingent on Lessee obtaining all necessary permits for the construction of, and completing the construction of, the Monument Display. Lessee shall have sixteen (16) months from the Effective Date to obtain all Approvals hereinafter referred to as the “Approval Period”. Lessor shall cooperate in good faith with Lessee to obtain such Approvals at no cost to Lessor. Lessor shall not contract with any other person, company, or entity for the purposes of developing any ‘off premise’ signage defined as signage advertising a product or service not sold on Lessor’s Property during the Approval Period or for the duration of this Lease. In the event Approvals as defined herein are not obtained within the Approval Period, either party shall have the right to terminate the Agreement following expiration of the Approval Period with ninety (90) days written notice to the other party.
3. Lessee’s obligation to pay rent shall begin upon completion of construction and operation of the initial one (1) display face of the Monument Display (“Rent Commencement”). Rent for the one (1) display face shall be in an amount as set forth in the attached ‘**Exhibit D**’ labeled Rent Schedule (the “Initial Rent”). Initial Rent shall be paid by the fifth (5<sup>th</sup>) day of each month in equal monthly installments beginning with Rent Commencement. In lieu of the foregoing monthly Rent, and Initial Rent, Lessor shall have the option to receive a single Lump Sum Rent payment at Rent Commencement in the amount indicated as the “Optional Lump Sum Rent” in Exhibit D, provided that Lessor delivers written notice of the exercise of such option to Lessee not later than sixty (60) days prior to Rent Commencement.

a. Within five (5) business days of issuance of a Use and Occupancy Permit from the Upper Merion Township, Lessee shall pay to Landlord a one-time fee of One Hundred Seventy-Five Thousand dollars (\$175,000.00).

4. Lessor understands and agrees that the Monument Display shall initially be constructed with one (1) operational display face oriented toward southbound traffic on Route 422. Upon request by Lessee, and Lessor's written consent, Lessee may install one (1) additional display face oriented toward northbound traffic on Route 422. Such consent shall be granted or denied within ten (10) business days request by Lessee. In the event Lessor provides such consent for the additional display face, and Lessee installs and operates the same so the Monument Display contains two (2) operation display faces, the Initial Rent shall increase to that which is set forth on **Exhibit D** attached hereto identified as the Revised Rent ("Revised Rent"). (The Initial Rent, and in the event of the installation and operation of the additional display face as set forth herein triggering the commencement of Revised Rent, shall collectively be referred to herein as "Rent").

5. Lessee, including its agents, shall have the exclusive right to the Premises for the purpose of construction, operation, repair, repositioning and maintenance of outdoor advertising structures and displays of any kind, and lighting connections and equipment (all personal property or fixtures installed by or on behalf of Lessee is collectively referred to as the "Equipment or Personal Property") which Lessor agrees is not part of the real estate. Lessor further grants Lessee and such other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct, illuminate, maintain, operate, remove, or replace the Equipment; the right to ingress and egress over the Premises or Lessor's Property, if needed; and the right to maintain the visibility to the advertising display faces free of obstructive vegetation and structures for the term of this Lease. During the Term, including any extension thereof, Lessee shall not advertise any products/services which are; i) illegal, ii) which display adult related products or services, or iii) display objectionable material in the reasonable opinion of Upper Merion Township.

6. Lessee does hereby indemnify and agree to hold Lessor harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessee's agents, employees, or workmen in the construction, maintenance, repair, or removal of the Monument Display or Equipment. Lessor does hereby indemnify and agree to hold Lessee harmless against all claims or damages to person or property by reasons of accidents resulting from the gross negligence or willful misconduct of the Lessor's agents, employees, or workmen in the construction, maintenance or repair of Lessor's Property.

7. All permits, licenses, structures (including the Display and Equipment), advertising copy and other materials placed upon the Premises by Lessee are Lessee's trade fixtures, trade names and trademarks, and shall be and remain Lessee's exclusive personal property, and may be removed by Lessee at any time prior to or within a reasonable time after the termination of this Lease or any extension thereto. Only Lessee's employees and other authorized persons may have access to or upon the Monument Display and Equipment, without Lessee's prior written consent. Lessee's ability to construct the Project is contingent upon Lessee's obtaining from all Governmental Authorities having jurisdiction over the Premises, such final, irrevocable, unappealable and unappealed permits and approvals as may be required for the Monument Display which are referred to hereinafter collectively as the ("Approvals"). The Approvals shall include, without limitation, any and all use permits, licenses, subdivision approvals, certificates, variances, authorizations, special exceptions, building permits, curb cut permits, crossover permits, highway occupancy permits, sewer and water connection permits, PennDOT permits, site plan approvals and all other permits and approvals deemed necessary by Lessee and/or required for installation

and operation of the Monument Display (including any electrical service and required permits for lighting), and any other improvements, from any Governmental Authority having jurisdiction over the Premises. For purposes of this Lease, the phrase “final, irrevocable, unappealable and unappealed” shall mean that the applicable governmental authority and/or utility has issued its final approval, variance, waiver, permit, license, certificates, or decision, that the period for revoking such action or taking appeals from such action has expired and no such revocation has occurred or appeal has been filed, and that Lessee has approved and agreed to comply with any conditions of approval. Lessor and Lessee acknowledge and agree that for all purposes, the term Approvals shall mean and refer to, without limitation, all Approvals that are final, irrevocable, unappealable and unappealed.

a. Lessee agrees, upon execution of this Agreement, to pursue a letter of support and/or a letter of no objection, from the National Park Service, to the installation of the Display on Lessor’s Property (“**NPS Letter**”). Lessor and Lessee agree that Rent Commencement shall not occur nor shall this Agreement terminate, as long as Lessee pursues the NPS Letter. Lessor may, in its sole discretion, waive, in writing, the requirement for the NPS Letter.

8. Lessee shall pay all costs associated with the provision of electricity and for the illumination of the Monument Display and any and all other costs billed by utilities as a result of the use of the Monument Display for expansions, etc.

9. If Lessor’s Property is subject to any mortgages or deeds of trust as of the date hereof or anytime in the future, Lessor and Lessee shall, and Lessor shall cause each holder of such mortgages or deeds of trust to execute within ten (10) days of Lessee request a subordination, non-disturbance and attornment agreement which agreement shall incorporate provisions (the “Non-Disturbance Provisions”) to the following effect: (a) that such holder shall at all times and under all conditions, including, but not limited to, any foreclosure or other repossession proceedings, recognize, permit and continue the tenancy of Lessee and its successor and assigns in the Premises and assume the obligations of Lessor under the provisions of this Lease; and (b) that such holder shall require that any purchaser acquiring Lessor’s Property or the Premises shall assume the obligations of Lessor under this Lease so that the rights of Lessee or those holding under Lessee shall not be interfered with or affected in any manner whatsoever. If Lessor does not deliver the required subordination, non-disturbance and attornment agreement to Lessee within such thirty (30) day period, Lessee may terminate this Lease by written notice to Lessor at any time prior to the date Lessor delivers such executed agreement(s) to Lessee. Lessee hereby agrees to be subordinate to the lien of any lender, mortgagee, underlying landlord or other party whose title might hereafter become superior to the title of Lessor subsequently placed upon Lessor’s Property or the Premises after the date of this Lease (hereinafter referred to as the “Subsequent Mortgagee”), provided Lessee, Lessor and the Subsequent Mortgagee first execute an agreement in form and substance reasonably satisfactory to the parties thereto, which agreement shall incorporate the Non-Disturbance Provisions.

10. If Lessee defaults in the payment of Rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any monetary default within thirty (30) days or other default within sixty (60) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such sixty (60) days if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then it shall constitute an event of default by Lessee (“Event of Default”) and Lessor may terminate this Lease on not less than thirty (30) days’ notice to Lessee. Upon termination in accordance with this Section 10, Lessee shall be required to remove Lessee’s Property within ninety (90) days of such

notice and restore the entire Premises to substantially the same condition as on the Effective Date, reasonable wear and tear and casualty damage excepted. In the event Lessee's Property remains on the Property following such ninety (90) day period, it shall be deemed to be forfeited by Lessee and become Lessor's property. Lessor may then choose to remove or dispose of Lessee's Property, and Lessee shall be responsible for any and all costs of such work, including costs to restore any damage to Lessor's Property cause by such removal. Notwithstanding anything to contrary contained herein, following such termination as set forth in this Section 10, there shall be no further obligation due and owing by either party.

11. If Lessor defaults in the performance of any of the covenants and conditions hereof, Lessee may give Lessor notice of such default, and if Lessor does not cure any default within thirty (30) days (or if such default is of such nature that it cannot be completely cured within such period), if Lessor does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default then, in addition to its remedies at law, Lessee shall have the right to seek specific performance or a mandatory injunction from a court of competent jurisdiction.

12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. The Lessor represents and warrants that (i) it is the owner of the Lessor's Property; (ii) it has the authority to enter into, execute and fulfill its obligations under this Lease; and (iii) the execution of this Lease by Lessor and the performance of its obligations hereunder will not violate the covenants, terms or conditions of any other agreement to which it is a party, including but not limited to any other leases or easement agreements. Lessor further covenants that it will not permit the Lessor's Property, or any adjoining or appurtenant parcel, owned or controlled by it, to be used for "off premise" advertising purposes or to permit the Monument Display to be obstructed. Lessor shall cause the Lessor's Property, including the Premises, at all times to be in compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities at Lessor's expense. Lessor shall keep and maintain (or cause to be kept and maintained) Lessor's Property, including the Premises, in good condition and repair at Lessor's expense. In the event the Display does not operate, for any reason other than that which is out of Lessee's control, for a period of six (6) consecutive months, Lessor may provide Lessee with at least thirty (30) days written notice that Lessee must remove the Display from Lessor's Property and Lessee agrees to remove the Display upon such notice. Upon removal of the Display this Agreement will terminate and neither party shall have any obligation to the other.

14. Lessee has not dealt with any broker or finder with regard to the Premises or this Lease. Lessee will indemnify Lessor against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions.

15. The liability of Lessee under this Agreement shall be and is hereby limited to Lessee's interest in the Property and the Equipment and no other assets of Lessee shall be affected by reason of any liability which Lessee may have to Lessor or to any other person by reason of this Agreement, the execution thereof, or the acquisition of Lessor's interest herein.

16. If Lessee remains in possession of the Premises after the end of this Lease, Lessee will occupy the Premises as a Lessee from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term; provided, however, that Lessee's rent will increase to one hundred ten (110%) percent of the rent paid by Lessee one month prior to the expiration of this Lease.



17. Within no more than fifteen (15) days after written request by Lessor or Lessee, the other party will execute, acknowledge and deliver to Lessor or Lessee a certificate stating: (a) that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date on which sums payable under this Lease have been paid; (c) that no notice has been received by such party of any default that has not been cured, or, if such a default has not been cured, what such party intends to do in order to effect the cure, and when it will do so; (d) that, in the case of the Lessee, Lessee has accepted and occupied the Premises; (e) that such party has no claim or offset against the other party, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that such party is not aware of any prior assignment of this Lease by the other party, or, if it is, stating the date of the assignment and assignee (if known to such party); and (g) such other matters as may be reasonably requested by Lessor or Lessee. Any certificate may be relied upon by any prospective purchaser of Lessor's or Lessee's assets and any prospective lender of Lessor or Lessee. If Lessor or Lessee submits a completed certificate to the other party, and such party fails to object to its contents within fifteen (15) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Lessor and Lessee irrevocably appoint the other party as Lessor's or Lessee's attorney-in-fact to execute and deliver on the other party's behalf any completed certificate to which such party does not object within fifteen (15) days after its receipt.

18. Lessor gives Lessee its permission for the purpose of performing every act deemed necessary by Lessee to apply for and secure at Lessee's own expense and for Lessee's sole benefit and control the state and local building, sign and electrical permits, zoning variances, special uses, or changes in the zoning law relating to signs, and necessary to erect, maintain and modify the advertising sign structure on the Premises. Lessee shall have no obligation to pursue particular zoning matters or to continue to maintain any permit or license and any such action taken by Lessee shall be at its option.

19. All notices required to be sent under this Lease shall be sent to the following by (a) certified mail, return receipt requested, (b) hand delivery, or (c) overnight delivery by a commercial carrier (such as Federal Express or UPS):

Lessor:

**Upper Merion Township**  
c/o  
175 West Valley Forge Rd.  
King of Prussia, PA 19406-1802  
Tel. (610) 265-2600

Lessee:

**422 East-(L) Upper Merion Land Holdings, LLC**  
Attn: Thaddeus Bartkowski  
P.O. Box 1421  
Malvern, PA 19355  
Tel. 610-975-9390

20. The parties agree that there are no prior or contemporaneous oral agreements pertaining to the Premises by and between Lessor and Lessee. The Lease embodies the entire agreement between the parties and may not be modified in any respect, except in writing, signed by the parties.

21. In the event that, in Lessee's reasonable opinion; (a) Lessee is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) Lessee's Monument Display on the Premises

become entirely or partially damaged or destroyed; (d) the view of Lessee's Monument Display are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Monument Display; (f) Lessee is prevented from maintaining electrical power to the Premises or illuminating its Monument Display; (g) Lessee finds that, the continued maintenance/operation of the Monument Display is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Property; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then Lessee shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "h" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to Lessor. Notwithstanding the foregoing, if Lessor receives such written notice of such abatement or termination from Lessee, setting forth which of the items listed above are in effect, and Lessor, at Lessor's sole option, cures any such items within thirty (30) days after receipt of such notice from Lessee, this Lease shall continue in full force and effect. Lessor and Lessee understand that visibility of the Advertising is important to Lessee. Lessee and Lessor shall cooperate with each other and give their best efforts as to ensure that there will be no sign blockage.

22. During the Term, the Lessee shall maintain insurance on the Premises and upon written request will provide Lessor with a certificate naming Lessor as an additional insured prior to the erection of any Monument Display on the Premises, so endorsing Lessee's policy and indicating these limits: Public Liability \$2,000,000 and Property Damage, \$3,000,000. All insurance policies carried by Lessor or Lessee in covering the Premises, its contents and the personal property of either of them in the Premises will waive any right of the insurer to subrogation against the other to the extent permitted by law. Lessor and Lessee agree that their policies will include such a waiver or an endorsement to them, so long as the waiver or endorsement is available without cost. If a cost is imposed, the one whose insurer imposes it will advise the other of the cost and its amount and the other may pay it but will not be obligated to do so. The failure of any insurance policy to include such a waiver or endorsement will not affect this Lease.

23. Lessor and Lessee agree that each section of this Lease is severable from the remainder, and, if any portion of this Lease is declared to be void or unenforceable, the remainder of the Lease shall continue in full force and effect.

24. Lessor acknowledges that this Lease and the interests contained in this Lease run with the land. The parties agree to execute a recordable memorandum of this Lease, in such form as is attached hereto as 'Exhibit E', and further agree to execute any documents necessary to evidence or effectuate this Lease, including any documents necessary to effectuate its purpose.

25. Lessee hereby reserves the right, and said right is granted by Lessor to Lessee, with notice to Lessor, (but without the approval of Lessor being required), to sell, lease, convey, license, subgrant or otherwise transfer and set over all or a portion of the Lessee's right, title and interest in this Lease upon the express and written assumption and/or compliance by the assignee of all of the obligations of the Lessee herein named whereupon Lessee shall be fully discharged from any and all obligations under this Lease occurring after such transfer and Lessor shall look solely to the assignee of the Lessee's interest in this Lease for the performance of such obligations. Lessee shall further have the right, with notice to Lessor, (but without the approval of Lessor being required), to grant, sell, convey or otherwise transfer all or any portion of the Monument Display, or any interest therein, including, without limitation, a leasehold interest, a license to use, a mortgage or grant of security interest in or lien on, such property of Lessee, or any other right in respect thereof, to any one or more transferee(s) or other designee(s) (which need not be the same



party to whom a transfer is made pursuant to the first sentence above), in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of Lessee contained in this Lease (to the extent not expressly reserved to Lessee in any applicable transfer documentation) including, without limitation, the applicable rights to use the leasehold interest and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance.

26. Nothing herein shall prevent Lessee from granting a security interest in this Lease or the Equipment, by assignment or otherwise, without the prior written consent of Lessor. Lessor agrees, upon request, to promptly execute any instrument, document or agreement reasonably requested by Lessee's lender or lenders in connection with Lessee's granting of any such security interest. Any and all liens, claims, demands, or rights, which Lessor hereafter *may* acquire on or in any of the Equipment, whether arising by statute, common law or otherwise, shall be subordinate and inferior to the lien and security interest of any lender of Lessee and Lessor hereby specifically waives and relinquishes all rights of levy, distraint, seizure or execution with respect to the Lease or any Equipment. The making of a leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of Lessee's leasehold estate, nor shall any leasehold mortgagee, as such, be deemed to be a transferee of this Lease or of Lessee's leasehold estate so as to require such leasehold mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed hereunder. Upon written notice to Lessor, and in the event lender repossesses the Equipment, Lender may enter onto the Premises and take any and all actions required to protect the Equipment and cure any event of default in accordance with Lessee's rights under the Lease. In the event any lender (or its affiliates or assignees) acquires Lessee's interest in the Premises and Equipment by foreclosure or other means, then the lender (or its affiliates or assignees) may assign its interest in the Premises and shall notify Lessor within five (5) business days of such assignment which notice shall include such assignees complete contact information.

27. This Lease may be terminated by Lessee if the Lessee is prevented by any present or future law or ordinance, or by the governmental authorities having jurisdiction, maintaining the Monument Display on the Premises. Upon condemnation or threat of condemnation of the Premises by any lawful government authority, Lessee shall have the right to participate in the negotiation, trial and settlement of any condemnation award or condemnation settlement to the extent of Lessee's damages including, but not limited to, the following: (a) the loss of the use of the Monument Display; (b) the cost of removal from or replacement upon the described Premises; (c) the loss of the leasehold interest; and (d) reasonable attorney's fees and costs.

28. During the Term, Lessor (or any representative or employee thereof) shall not publish or disclose, or cause the publication or disclosure of, any information to any third party with respect to the execution or the terms of this Lease (including the identity of Lessee as a party hereto) or the advertising contracts, without prior written approval of Lessee, except as may be required by law and, provided further, however, that notwithstanding the foregoing, Lessor may disclose the terms and conditions of this Lease to any party that it enters into good faith negotiations with regarding the sale of the Lessor's Property.

29. Lessor covenants that if, and so long as, Lessee pays Rent and performs the covenants hereof, Lessee shall peaceably and quietly have, hold and enjoy the Monument Display for the Term, subject to the provisions of this Lease.

30. This Agreement may be executed in one or more counterparts, all of that shall be considered one and the same Agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the said parties have set their hands and seals hereto the day and year first above written.

**LESSOR:**

Upper Merion Township

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

Name:

Title:

**LESSEE:**

**422 East-(L) Upper Merion Land Holdings, LLC**

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

Name: Thaddeus Bartkowski

Title: Manager

**'Exhibit A'**  
**'Lessor's Property'**



**‘Exhibit B’**

**The ‘Premises’**

The Premises is the portion of Lessor’s Property that will be occupied by the Monument Display. The Monument Display shall be erected within the general area outlined in the image shown below subject to any conflicting encumbrances. The specific location of the Monument Display and the location of any underground utilities shall be decided after the execution of this Lease and completion of a survey by Lessee to determine any underlying conditions (topography, obstructions, wetlands, easements, etc which may cause the relocation of the Monument Display) and will be shown on a site plan prepared by Lessee (“Site Plan”). Upon completion of the Site Plan, a copy shall be provided to Lessor for Lessor’s approval which approval shall not be unreasonable withheld, conditioned, or delayed. The Site Plan shall be attached hereto as ‘**Exhibit C**’.



**'Exhibit C'**

**The 'Site Plan'**

**(Site Plan to be inserted)**

**‘Exhibit D’**

**‘Rent Schedule’**

**Optional Lump Sum Rent: \$412,500 (One Display Face) / \$589,250 (Two Display Faces)**

<b>Initial Rent</b>			<b>Revised Rent</b>	
<b><u>RENT (1 Display Face)</u></b>			<b><u>RENT (2 Display Faces)</u></b>	
YEAR 1	\$37,500.00		YEAR 1	\$50,000.00
YEAR 2	\$37,500.00		YEAR 2	\$50,000.00
YEAR 3	\$37,500.00		YEAR 3	\$50,000.00
YEAR 4	\$37,500.00		YEAR 4	\$50,000.00
YEAR 5	\$37,500.00		YEAR 5	\$50,000.00
YEAR 6	\$41,250.00		YEAR 6	\$55,000.00
YEAR 7	\$41,250.00		YEAR 7	\$55,000.00
YEAR 8	\$41,250.00		YEAR 8	\$55,000.00
YEAR 9	\$41,250.00		YEAR 9	\$55,000.00
YEAR 10	\$41,250.00		YEAR 10	\$55,000.00
YEAR 11	\$45,375.00		YEAR 11	\$60,500.00
YEAR 12	\$45,375.00		YEAR 12	\$60,500.00
YEAR 13	\$45,375.00		YEAR 13	\$60,500.00
YEAR 14	\$45,375.00		YEAR 14	\$60,500.00
YEAR 15	\$45,375.00		YEAR 15	\$60,500.00
YEAR 16	\$49,912.50		YEAR 16	\$66,550.00
YEAR 17	\$49,912.50		YEAR 17	\$66,550.00
YEAR 18	\$49,912.50		YEAR 18	\$66,550.00
YEAR 19	\$49,912.50		YEAR 19	\$66,550.00
YEAR 20	\$49,912.50		YEAR 20	\$66,550.00
YEAR 21	\$54,903.75		YEAR 21	\$73,205.00
YEAR 22	\$54,903.75		YEAR 22	\$73,205.00
YEAR 23	\$54,903.75		YEAR 23	\$73,205.00
YEAR 24	\$54,903.75		YEAR 24	\$73,205.00
YEAR 25	\$54,903.75		YEAR 25	\$73,205.00
YEAR 26	\$60,394.13		YEAR 26	\$80,525.50
YEAR 27	\$60,394.13		YEAR 27	\$80,525.50
YEAR 28	\$60,394.13		YEAR 28	\$80,525.50
YEAR 29	\$60,394.13		YEAR 29	\$80,525.50
YEAR 30	\$60,394.13		YEAR 30	\$80,525.50

\* Revised Rent as defined herein shall only be applicable in the event Lessee constructs and operates two (2) display faces on the Monument Display subject to the terms and conditions contained in this Agreement

**‘Exhibit E’**

**Memorandum of Lease**

Address: (Parcel #58-00-16027-007), located at the south side of the Schuylkill River on the Eastbound side of the Route 422 bridge, King of Prussia, PA, 19406, Montgomery County, Pennsylvania

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this “Memorandum”), dated this \_\_\_\_\_, date of \_\_\_\_\_, 2020 (the “Effective Date”) by and between Upper Merion Township (“Lessor”), and 422 East-(L) Upper Merion Land Holdings, LLC (“Lessee”), a Pennsylvania limited liability company.

**Preliminary Statement**

Lessor is the owner of the property commonly known as Parcel #58-00-16027-007, located at the south side of the Schuylkill River on either side of the Route 422 bridge, King of Prussia, PA, 19406, Montgomery County, Pennsylvania (“Lessor’s Property”) as more particularly described on ‘**Exhibit A**’ attached hereto. Lessor and Lessee desire to set forth certain information as hereinafter described with respect to the Monument Display Lease Agreement dated the \_\_\_ day of \_\_\_\_\_ 2020, including any and all addendums and amendments, by and between Lessor and Lessee’s predecessor in interest (the “Lease”). Lessor and Lessee have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The name of ‘Lessor’ is Upper Merion Township (“Lessor”).
3. The name of ‘Lessee’ is 422 East-(L) Upper Merion Land Holdings, LLC (“Lessee”).
4. The Premises demised is located at Lessor’s Property as more particularly described on ‘**Exhibit B**’ attached hereto. In addition, the Lease provides for certain rights for the benefit of the Lessee over Lessor’s Property, including for the purposes of ingress, egress, and certain other rights and restrictions over Lessor’s Property, all as more particularly set forth in the Lease.
5. The Term of the Lease is Twenty-Nine (29) years Eleven (11) months beginning with Rent Commencement as defined in the Lease (the “Term”).
6. **Notice to Future Lien Holders.** The Lease is NOT self-subordinating to any future liens and the Lessee will require a non-disturbance agreement acceptable to Lessee in order to agree to subordinate its leasehold interest in the Property to any future lien holders.



7. This Memorandum is prepared for the purpose of providing for record notice of the Lease, and in no way modifies the express and particular provisions of the Lease. The Lease contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Lease and Memorandum shall be deemed to constitute a single instrument. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Lease, which shall in all things control.

8. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Memorandum of Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

**[THIS SPACE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE  
FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum on the day and year first above written.

**LESSEE:**

422 East-(L) Upper Merion Land Holdings, LLC

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

Name: \_\_\_\_\_  
Thaddeus Bartkowski

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, in his capacity as \_\_\_\_\_ of \_\_\_\_\_, it being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ as the act and deed of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

*[Signature Page to Memorandum of Lease]*

**LESSOR:**

Upper Merion Township

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

Name: \_\_\_\_\_

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

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF

:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, in his capacity as \_\_\_\_\_ of \_\_\_\_\_, it being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ as the act and deed of \_\_\_\_\_.

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

---

Notary Public

My commission expires: \_\_\_\_\_

*[Signature Page to Memorandum of Lease]*

**'Exhibit A' to Memorandum of Lease**

**'Lessor's Property'**



**'Exhibit B' to Memorandum of Lease**  
**The 'Premises'**



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**AGREEMENT OF SALE**

**Between**

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**UPPER MERION TOWNSHIP**

**Purchaser**

**- and -**

**216 (F) UPPER MERION LAND HOLDINGS, LLC**

**Seller**

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**Dated: \_\_\_\_\_, 2020**

**Property: MONTGOMERY COUNTY TAX PARCEL**

**58-00-00337-00-1**

## AGREEMENT OF SALE

**THIS AGREEMENT OF SALE** (the "Agreement") is made and entered into this — day of \_\_\_\_\_, 2020, by and between **UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**, (the "Purchaser"), whose address is 175 West Valley Forge Road, King of Prussia, PA 19406-1802, and **216 (F) UPPER MERION LAND HOLDINGS, LLC** or it's nominee and or affiliate ("Seller"), whose address is 3400 West Chester Pike, Suite 100, Newtown Square, PA 19073 .

### BACKGROUND

Seller is the owner of certain "Property" known as Montgomery County tax parcel 58-00-00337-00-1 located on Allendale Road in Upper Merion Township, Montgomery County, Pennsylvania. Purchaser is the owner of park that is adjacent to the Property. Seller intends to sell the Property to Purchaser on the terms set forth in this Agreement in a bargain sale where the Purchaser pays a purchase price that is less than the appraised value thereof, with the difference between the purchase price paid by Purchaser and the appraised value of the land being conveyed to Purchaser being a gift to Purchaser from Seller. Upon Closing Seller will reserve unto itself two recorded easements on the Property as follows (collectively, "Seller's Easements"): (a) A perpetual, easement to occupy, improve, and use the lands on and under a portion of the Property ("Development Easement"); and (b) a perpetual, non-exclusive, access easement-in-gross over and through the adjacent property known as Montgomery County tax parcel 58-00-00331-00-7 for maintenance and repair of the improvements located on, above and below the Easement Area (the "Access Easement").

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, Seller and Purchaser agree as follows:

#### 1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below, which meanings shall be applicable equally to the singular and plural of the terms defined:

"Access Easement" is defined in the Background.

"Agreement" is defined in the first paragraph of this document.

"Anti-Money Laundering Act" shall mean the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001.

"Appurtenances" is defined in Section 2.2.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a federal holiday recognized by the Federal Reserve Bank of New York.

"Closing" is defined in Article 4.

"Closing Date" is defined in Article 4.

"Development Easement" is defined in the Background and further described on **Exhibit 2.3**.



"Effective Date" shall mean the last date on which both parties have executed and received a fully executed duplicate original of this Agreement, or, if this Agreement is executed in counterparts, the last date on which each party has received a duplicate original counterpart of this Agreement executed by the other party.

"Environmental Laws" shall mean all Federal, state and local laws, statutes, ordinances, codes, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (B) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); and (G) protection of endangered species.

"Executive Order" shall mean Executive Order 13224 signed on September 24, 2001 and titled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism."

"Governmental Authority" shall mean any federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or any court or administrative tribunal.

"Hazardous Materials" shall mean any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos.

"Indemnified Party" is defined in Article 15.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"Permitted Exceptions" shall mean the items listed in **Exhibit 5**.

"Person" shall mean any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity.

"Prohibited Person" shall mean any person or entity with whom US persons or entities are prohibited or restricted from doing business pursuant to (a) the Executive Order and the Annex thereto, (b) the regulations of the Office of Foreign Asset Control of the Department of the Treasury (including the Specially Designated Nationals and Blocked Persons List, as updated from time to time), or (c) any other statute, law, executive order, rule, regulation or other governmental action.

"Property" is defined in Section 2.1.

"Purchase Price" is defined in Article 3.

"Purchaser" is defined in the first paragraph of this Agreement.

"Representative" shall mean any agent, employee, officer, director, partner, shareholder, contractor, consultant or advisor of a party or of any Affiliate.

"Seller" is defined in the first paragraph of this Agreement.

"Seller Easements" is defined in the Background.

"Survey" is defined in Section 5.1.

"Title Commitment" is defined in Section 5.1.

"Unpermitted Exceptions" is defined in Section 5.2.

## 2. **Agreement to Sell and Purchase.**

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

2.1. Property. That certain tract or parcel of land being a portion of Montgomery County Tax Parcel 58-00-00337-00-1 described by metes and bounds in **Exhibit 2.1** (the "Property").

2.2. Appurtenances. All easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Property, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining the Property (collectively, the "Appurtenances").

The Property and Appurtenances are referred to collectively as the "Property."

2.3. Seller's Easements. The parties will work together in good faith to document and finalize the form of Seller's Easements prior to Closing with Development Easement being in a form substantially similar to that which is further described in **Exhibit 2.3**. At Closing, Seller's Easements shall be recorded with the recorder of deeds in Montgomery County.

## 3. **Purchase Price.**

The purchase price for the Property (the "Purchase Price") is One Hundred Dollars (\$100.00). The parties recognize and agree that the Purchase Price is less than fair market value, and Seller agrees that any difference between fair market value and Purchase Price may be a charitable contribution to Purchaser. Purchaser represents that it is a qualified governmental entity, and Purchaser agrees to execute all customary or necessary paperwork to accomplish this gift and Seller's compliance with the Internal Revenue Code with respect thereto.

## 4. **Closing.**

Closing under this Agreement (the "Closing") shall take place at the offices of Saul Ewing LLP, in Wayne, Pennsylvania, at 10:00 A.M. on such date as Seller shall specify upon not less than five (5) days' prior written notice to Purchaser (the "Closing Date"). The Closing Date shall be on or before December 31, 2021 unless extended by mutual agreement of Purchaser and Seller.

5. **Title and Survey.**

5.1. **Title Commitment.** Seller has obtained a title commitment from Manito Abstract Company Inc. Commitment No. \_\_\_\_\_ (the "Title Commitment"). Purchaser may also, at its election, obtain a new survey of the Property (the "Survey").

5.2. **Title Review.** If the Title Commitment or Survey contain any Exceptions other than the Permitted Exceptions listed in **Exhibit 5** hereto, and any of such other Exceptions are not acceptable to Purchaser ("Unpermitted Exceptions"), Seller shall cause such exceptions to be removed as exceptions to Purchaser's title to the Property.

5.3. **Inability to Convey.** If Seller elects to cause Purchaser's title insurance company to remove or insure Purchaser against loss as a result of any Unpermitted Exceptions pursuant Subsection 5.2, but Seller subsequently determines that it is unable or unwilling to do so, Purchaser's sole remedy shall be (a) to accept title to the Property subject to such Exceptions and without reduction of the Purchase Price, or (b) to terminate this Agreement by written notice to Seller, in which case this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

5.4. **No Action Required.** Nothing contained in this Agreement shall require Seller to bring any action or proceeding or otherwise to incur any expense to correct, discharge or otherwise remove any Unpermitted Exceptions.

6. **No Representations or Warranties.**

6.1. **PROPERTY SOLD AS IS.**

6.1.1. PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) SELLER SHALL SELL AND PURCHASER SHALL PURCHASE THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS," (B) PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER, OR ANY REPRESENTATIVE OF SELLER, AS TO ANY MATTER, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, soils, geology and groundwater, (ii) the development or income potential, or rights of or relating to, the Property, or the suitability, value or adequacy of the Property for any particular purpose, (iii) the compliance of the Property or their operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any Governmental Authority or of any other person or entity, (iv) the ability of Purchaser to obtain any necessary governmental approvals, licenses or permits for the use or development of the Property, (v) the presence or absence of Hazardous Materials on, in, under, above or about the Property or any adjoining or neighboring Property, or (vi) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to, the operation of the Property. Notwithstanding the foregoing Seller does represent to Purchaser (a) that the Property will be conveyed subject to Seller's Easements, (b) that the Property at Closing will not be subject to any contracts, liens or other rights not expressly set forth in the Permitted Exceptions, and (c) that Seller has no knowledge the existence of any Hazardous Materials on the Property as evidenced by a clean Phase I, (d) the Property will be conveyed free and clear of any existing improvements and/or debris that exists as of the Effective Date, (e) With the exception of the Development Easement as defined herein, any existing impervious surface as of the Effective Date of this agreement will be removed and the grounds of the Property shall be seeded.

6.1.2. Without limiting the generality of the foregoing, Purchaser expressly acknowledges and agrees that, except for (a), (b), and (c) in Section 6.1.1 above, Purchaser is not relying on any representation or warranty of Seller or any of its Representatives, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Purchaser.

6.1.3. Purchaser further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Representative of Seller.

6.1.4. Notwithstanding the foregoing, Seller certifies that: (i) the zoning classification of the Property at the time of execution of this Agreement is \_\_\_\_\_; and (ii) the Property Unit (a) is or shall be served by public water and public sewer.

6.2. Purchaser's Responsibility. Any changes, alterations, repairs or work required with respect to the Property are the sole responsibility of Purchaser, and Seller shall have no obligation to make or perform any changes, alterations, repairs or work with respect to the Property except for those required pursuant to the Declaration. Purchaser is solely responsible for obtaining any certificate of occupancy, resale certification, use and occupancy certificate or any other approval or permit necessary for transfer or occupancy of the Property and for any repairs or alterations necessary to obtain the same, all at Purchaser's sole cost and expense.

6.3. Release. Without limiting the foregoing provisions, Purchaser, for itself and any successors and assigns of Purchaser (including, without limitation, any assignee), waives its right to recover from, and forever releases and discharges, and covenants not to sue, Seller, Seller's Affiliates, Seller's Representatives and their respective heirs, successors, personal representatives and assigns, with respect to any and all claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property including, without limitation, the physical or environmental condition of the Property or any law or regulation applicable thereto, including, without limitation, any claim or matter relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Property (including, without limitation, any and all claims under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or any other federal, state or local statute or regulation, or any federal or state common law, whether now existing or applicable or hereafter enacted or applicable, providing for or permitting any right of recovery for any environmental matter or condition); provided, however, that Purchaser does not waive its rights, if any, to recover from, and does not release or discharge or covenant not to sue Seller for any breach of Seller's representations and obligations set forth in this Agreement, including the representations set forth in Sections 6.1.1 and 6.1.4, above.

6.4. Buyer shall be permitted to enter the subject Property to perform environmental testing and studies with prior notice to Seller. If Buyer determines that there are any environmental conditions on the Property that Buyer is not willing to accept, then this agreement shall be declared null and void.

6.5. Survival. The provisions of this Article 6 shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

## 7. **Provisions With Respect To Closing.**

At Closing:

7.1. Seller Deliveries. Seller shall deliver or cause to be delivered the following:

7.1.1. a special warranty deed for the Property, duly executed and acknowledged by Seller, in proper form for recording, subject to Seller's Easements and all easements, restrictions, conditions, agreements and other encumbrances of record, to the extent valid and subsisting.

7.1.2. an affidavit to Purchaser's title insurance company of the type customarily provided by sellers of real property to induce title companies to insure over certain "standard" or "preprinted" exceptions to title; and

7.1.3. a notarized and recordable counterpart of Seller's Easements; and

7.1.4. an affidavit, in accordance with the Foreign Investment in Real Property Tax Act, in the form attached to this Agreement as **Exhibit 7.1.3**.

7.2. Purchaser Deliveries. Purchaser shall deliver, or cause to be delivered, the following:

7.2.1. the Purchase Price to Seller; and

7.2.2. A notarized and recordable counterpart of Seller's Easements;

7.2.3. Such documentation of acknowledgement of the gift of the amount by which the appraised value of the Property at the Closing Date exceeds the Purchase Price.

7.3. Closing Expenses.

7.3.1. Seller shall pay all recording fees incurred with respect to the transactions contemplated by this Agreement.

7.3.2. Seller shall pay the costs of the Title Commitment, title policy and all endorsements thereto, and the cost of the Survey.

7.3.3. Seller shall each pay all of the transfer taxes applicable to the deed.

## 8. **Prorations; Post-Closing Adjustments.**

8.1. Sums Prorated. The following items shall be prorated as of 12:01 a.m. prevailing Eastern Time on the Closing Date, on the basis of a 365-day year, with Purchaser deemed the owner of the Property on the Closing Date:

8.1.1. real estate taxes, including refunds with respect thereto, if any;

8.2. Post-Closing Adjustments. If any of the items described in this Article 8 cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable.

8.3. Survival. The obligations of Seller and Purchaser under this Article 8 shall survive Closing.

9. **Default.**

9.1.1 **Seller Default.** If the sale of the Property is not consummated because of Seller's default or refusal to perform any of its obligations hereunder, Purchasers may elect to (a) terminate this Agreement by written notice to Seller and there will be no further obligation or liability on either of the parties hereto, except as specifically provided herein, or (b) exercise the remedy of specific performance to cause Seller to convey to Purchasers title to the Property, provided any action for specific performance must be commenced within thirty (30) days after the Closing Date.

9.2 **Purchasers Default.** In the event of a default under this Agreement on the part of Purchasers, Seller's sole remedy shall be to terminate this Agreement, in which event, this Agreement shall be null and void and of no further force and effect except for those obligations expressly stated to survive the termination of this Agreement, and neither Seller nor Purchasers shall have any further liability or obligation to the other under this Agreement except for those obligations expressly stated to survive the termination of this Agreement. Notwithstanding the prior sentence, Seller may exercise the remedy of specific performance to cause Purchaser to provide the necessary documentation for Seller to qualify under the Internal Revenue Code for its gift to Purchaser of the difference between the Purchase Price and the appraised value of the Property as of the Closing Date.

10. **Condition on Sale By Seller.**

Seller's obligation to sell the Property to Purchaser under the terms of this Agreement is conditioned upon Seller's acquisition of the Property and the condition of the Property as set forth in Section 6.1.1 (a), (b), (c), (d), and (e) prior to the Closing Date.

11. **Brokers.**

Seller and Purchaser represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, finders' fees or other compensation (collectively, "Compensation") by any person or entity other than the Broker. Seller shall be solely responsible for all Compensation payable to the Broker. If any broker or finder asserts a claim for Compensation based upon any actual or alleged contact, dealings or communication with Purchaser or Seller, then the party through whom such broker or finder makes its claim shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, damages, judgments, suits, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by or brought against the Indemnified Party in connection with such claim for Compensation. The provisions of this Article 11 shall survive the Closing or, if the Closing does not occur, any termination of this Agreement.

12. **Notices.**

Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, (b) commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) by legible facsimile (followed by hard copy sent concurrently with such facsimile in accordance with preceding subsections (a) or (b)), and such notices shall be addressed as follows:

If to Purchaser:

216 (F) Upper Merion Land Holdings, LLC  
3400 West Chester Pike  
Suite 100  
Newtown Square, PA 19073  
Attention: Thaddeus Bartkowski

With a required copy to:

John C. Snyder, Esquire  
Saul Ewing LLP  
1200 Liberty Ridge Drive, Suite 200  
Wayne, PA 19087  
Facsimile No.: 610-408-4409

If to Seller:

Upper Merion Township Manager  
175 West Valley Forge Road  
King of Prussia, PA 19406-1802

With a required copy to:

Joseph J. McGrory, Jr., Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin, PC  
ACTS Center – Blue Bell  
375 Morris Road  
P.O. Box 1479  
Lansdale, PA 19446

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Notice given by facsimile shall be effective upon receipt of such facsimile (subject to the requirement that hard copy be sent concurrently in accordance with this Section). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next Business Day.

**13. Miscellaneous.**

13.1. Tender Waived. Formal tender of an executed deed and purchase money are hereby waived.

13.2. No Survival. Except as otherwise expressly stated in this Agreement, all liabilities, obligations, covenants, representations and warranties of Seller shall be deemed to merge with the deed, and shall not survive the Closing.

13.3. Governmental Filings. If either party is required to make any filing, submission or report to any Governmental Authority in connection with the transactions contemplated by this Agreement, the party upon which such requirement is imposed shall make such filing, submission or report.

13.4. Patriot Act; Executive Order 13224; Anti-Money Laundering Act. Purchaser represents and warrants that (a) no Benefited Party is a Prohibited Person, and (b) no Benefited Party is in violation of the Executive Order, the Patriot Act, the Anti-Money Laundering Act, or any order, rule, regulation or recommendation promulgated under or in connection with the Executive Order, the Patriot Act or the Anti-Money Laundering Act. This representation and warranty shall be continuing and shall be deemed remade by Purchaser as of the Closing Date, with the same force and effect as if made on, and as of, the Closing Date. Seller shall have the right to terminate this Agreement in the event of any breach of the foregoing representation and warranty.

13.5. Interpretation of Agreement. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa, and the use of the masculine shall include the feminine and the neuter. This Agreement shall be construed reasonably to carry out its intent, without presumption against or in favor of either party.

13.6. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. For the purposes of any suit, action or proceeding involving this Agreement, Purchaser and Seller hereby expressly submit to the jurisdiction of the state courts for Delaware County, Pennsylvania, and the federal courts for the Eastern District of Pennsylvania, as well as all courts from which an appeal may be taken from the aforesaid courts, and agree that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. Purchaser and Seller agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any party. In furtherance of such agreement, Purchaser and Seller agree upon the request of the other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any of the state courts for Delaware County, Pennsylvania, or the federal courts for the Eastern District of Pennsylvania, as well as all courts from which an appeal may be taken from the aforesaid courts, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

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

13.8. Assignment; Successors and Assigns. Purchaser shall not assign its interest under this Agreement without the prior written consent of Seller, which consent Seller may in its sole judgment withhold.

13.9. Entire Agreement; Requirement for Writing. This Agreement and the Exhibits attached to this Agreement contain the final and entire agreement of Purchaser and Seller with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Neither Purchaser nor Seller shall be bound by any covenants, agreements, statements, representations or warranties, oral or written, not contained in this Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.



13.10. Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

13.11. Automatic Extension. In the event that the date for performance of any duty or obligation, exercise of any right or option or giving of any notice shall occur upon a Saturday, Sunday or legal holiday, the due date for such performance, exercise or giving of notice shall be automatically extended to the next succeeding business day.

13.12. Further Assurances. Each party shall, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

13.13. Time of Essence. Time is of the essence of each and every provision of this Agreement of which time is an element.

13.14. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

13.15. Joint and Several Liability. If more than one Person has signed this Agreement as Purchaser, the liability of such Persons shall be joint and several, subject, however, to any limitations on liability set forth in this Agreement.

13.16. No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Purchaser.

13.17. Drafts not an Offer to Enter into a Legally Binding Contract. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when Seller and Purchaser have fully executed and delivered to each other a counterpart of this Agreement.

[SIGNATURES INTENTIONALLY APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PURCHASER:**

**UPPER MERION TOWNSHIP**

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

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

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

**SELLER:**

**216 (F) UPPER MERION LAND HOLDINGS, LLC**

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

Name: Patrick Wolfington  
Title: Authorized Representative

## EXHIBIT 2.1

### PROPERTY - LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land situated in the Township of Upper Merion, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a boundary survey plan, prepared for Oliver Hendren, Jr., prepared by Czop/Specter, Inc., Consulting Engineers and Surveyors, Worcester Pennsylvania, dated 4/21/1992, as follows to wit:

PARCEL 'A' BEGINNING at an iron pin corner of lands belonging to Hendren, Mullen and Upper Merion Township; thence from said point of beginning and along lands of Upper Merion Township South 39 degrees 50 minutes 00 seconds East, 149.44 feet to a point corner of Parcel 'B'; thence along Parcel 'B' South 50 degrees 10 minutes 00 seconds West, 145.87 feet to a point on the right-of-way for the Pennsylvania Turnpike; thence along the said right-of-way the next 3 courses and distances, (1) North 68 degrees 49 minutes 00 seconds West, 173.20 feet to a point, (2) North 88 degrees 47 minutes 55 seconds West, 49.63 feet to a point, (3) North 68 degrees 49 minutes 00 seconds West, 93.38 feet to a point, a corner of lands belonging to Mullen; thence along lands of Mullen North 70 degrees 34 minutes 00 seconds East, 337.96 feet to the point and place of beginning.

CONTAINING in area 0.9725 acres more or less.

BEING shown as Parcel 'A' on the above referenced plan.

PARCEL 'B' BEGINNING at a point on the right-of-way for the Pennsylvania Turnpike, said point being corners of Parcel 'A' and 'B'; thence from said point of beginning and along Parcel 'A' North 50 degrees 10 minutes 00 seconds East, 145.87 feet to a point, a corner of lands belonging to Upper Merion Township; thence along lands of Upper Merion Township South 18 degrees 33 minutes 53 seconds East, 165.96 feet to a point on the right-of-way for the Pennsylvania Turnpike; thence along the said right-of-way North 68 degrees 49 minutes 00 seconds West, 176.80 feet to the point and place of beginning.

CONTAINING in area 0.2589 acres more or less.

BEING shown as Parcel 'B' on above referenced plan.

PARCEL 'C' BEGINNING at a point corner of land belonging to Mullen and Parcel 'C'; thence from said point of beginning and along lands of Mullen South 39 degrees 50 minutes 00 seconds East, 69.04 feet to a point on a 25 feet perpetual easement for access; thence along said easement North 68 degrees 49 minutes 00 seconds West, 78.92 feet to a point, corner of lands belonging to Mullen; thence along lands of Mullen North 50 degrees 10 minutes 00 seconds East, 38.24 feet to the point and place of beginning.

CONTAINING in area 0.0303 acres more or less.

BEING shown as Parcel 'C' on above referenced plan.

**BEING Parcel Number 58-00-00337-00-1.**

**BEING the same premises which The Oliver T. Hendren, Jr. Trust, by Deed dated January 6, 1994 and recorded February 3, 1994 in Montgomery County in Deed Book 5068 page 1068 granted and conveyed unto Louis A. Damiani and Beverly A. Damiani, husband and wife, in fee.**

**EXHIBIT 2.3**

**FORM DEVELOPMENT EASEMENT**

This Agreement affects certain real property, together with all improvements from time to time situated thereon, along with all rights and appurtenances pertaining to the foregoing, located at 216 Allendale Rd, King of Prussia, PA 19406 in Upper Merion Township, with Montgomery County tax parcel 58-00-00331-00-7 and legally described on **Exhibit 'A'** attached hereto (the "**Property**").

Note to Recorder: Please Index against Tax Parcel 58-00-00331-00-7 in Upper Merion Township, Montgomery County, Pennsylvania

**PERPETUAL EASEMENT AGREEMENT**

\*\*\*\*\*

This Grant of Easement ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ ("**Grantor**"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("**Grantee**").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the location, construction and maintenance of the outdoor advertising structure or structures and all necessary or desirable appurtenances on, over and upon the Property as legally described on **Exhibit 'A'**.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants a perpetual easement subject to the following terms and conditions:

Easement shall consist of a perpetual servitude of use that runs with the land and shall include the right to construct, erect, install, repair, replace, operate, utilize, lease, display, improve, modify, redevelop, modify or maintain an internally illuminated structure with display or copy faces that uses a visual communication technology (VCT), such as light emitting diodes (LED) or other internal light sources, to communicate municipal, civic or emergency messaging, on-premises advertising, and/or commercial off-premises advertising ("**Monument Display**"). This right shall include but not be limited to a right of ingress and egress, a right to install, repair, replace and maintain underground and/or above ground electrical service, a right to maintain telecommunication devices as it pertains to the structure and a right of view. Grantor, its successors and assigns, agree not to implement or to permit the construction, placement, or erection of any structures on the Property, or the storage of any objects on the Property, or the planting or growth of any landscaping on the Property, that blocks, obstructs, hinders, or impairs the visibility of any portion of the structure from the adjacent highway or to do or allow any other act that would materially diminish the visibility, use, and purpose of outdoor advertising structure. Grantor agrees that Grantee may trim any or all trees and vegetation in, on or about the Property as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities on the Property described.

Grantee shall have the absolute right, from time to time, with notice to Grantor, but without the approval of Grantor being required, to sell, lease, convey, license, sub-grant or otherwise transfer, mortgage or grant liens or security interests in or on, any portion of any of the Easements granted hereby, whether collectively, or individually, and whether to one or more recipients in which case said transferee(s) (or other designee) shall acquire and succeed to all (or such portion, as the case may be) of the rights and obligations of Grantee contained in this Agreement (to the extent not expressly reserved to Grantee in any applicable transfer documentation) including, without limitation, the applicable rights to use the Easements and any related obligations in respect thereof, as set forth herein and, from and after the effective date of such conveyance, and any assignee of the Easement shall be bound by all obligations of Grantee hereunder.

In the event that Grantor defaults in any covenants, conditions, and/or obligations hereunder, Grantee shall have the right, subject to applicable laws, rules and regulations, to perform such act or remedy at Grantor's cost and expense and Grantor shall reimburse Grantee within ten (10) days written request. The performance of any obligation by Grantee on behalf of Grantor or such other obligation of Grantor by Grantee shall not waive any rights or remedies available to Grantee hereunder or at law or in equity, all of which are hereby expressly maintained.

Grantor warrants that it is the sole record owner of the immovable property over which this Easement is created, that such property is not subject to any mortgages or liens, that such property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this Easement and to grant, sell and convey the real rights set forth herein to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

**GRANTOR:**

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

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2020 , before me the undersigned officer, personally appeared, as \_\_\_\_\_ of \_\_\_\_\_ (“Company”), and that he, in his capacity as \_\_\_\_\_, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name, as such officer, and not in his individual capacity.

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

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

**GRANTEE:**

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

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2020 , before me the undersigned officer, personally appeared, as \_\_\_\_\_ of \_\_\_\_\_ (“Company”), and that he, in his capacity as \_\_\_\_\_, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name, as such officer, and not in his individual capacity.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**



**Exhibit 'A' to Development Easement**

Property

ALL THAT CERTAIN tract of land situated in the Township of Upper Merion, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a boundary survey plan, prepared for Oliver Hendren, Jr., prepared by Czop/Specter, Inc., Consulting Engineers and Surveyors, Worcester Pennsylvania, dated 4/21/1992, as follows to wit:

PARCEL 'A' BEGINNING at an iron pin corner of lands belonging to Hendren, Mullen and Upper Merion Township; thence from said point of beginning and along lands of Upper Merion Township South 39 degrees 50 minutes 00 seconds East, 149.44 feet to a point corner of Parcel 'B'; thence along Parcel 'B' South 50 degrees 10 minutes 00 seconds West, 145.87 feet to a point on the right-of-way for the Pennsylvania Turnpike; thence along the said right-of-way the next 3 courses and distances, (1) North 68 degrees 49 minutes 00 seconds West, 173.20 feet to a point, (2) North 88 degrees 47 minutes 55 seconds West, 49.63 feet to a point, (3) North 68 degrees 49 minutes 00 seconds West, 93.38 feet to a point, a corner of lands belonging to Mullen; thence along lands of Mullen North 70 degrees 34 minutes 00 seconds East, 337.96 feet to the point and place of beginning.

CONTAINING in area 0.9725 acres more or less.

BEING shown as Parcel 'A' on the above referenced plan.

PARCEL 'B' BEGINNING at a point on the right-of-way for the Pennsylvania Turnpike, said point being corners of Parcel 'A' and 'B'; thence from said point of beginning and along Parcel 'A' North 50 degrees 10 minutes 00 seconds East, 145.87 feet to a point, a corner of lands belonging to Upper Merion Township; thence along lands of Upper Merion Township South 18 degrees 33 minutes 53 seconds East, 165.96 feet to a point on the right-of-way for the Pennsylvania Turnpike; thence along the said right-of-way North 68 degrees 49 minutes 00 seconds West, 176.80 feet to the point and place of beginning.

CONTAINING in area 0.2589 acres more or less.

BEING shown as Parcel 'B' on above referenced plan.

PARCEL 'C' BEGINNING at a point corner of land belonging to Mullen and Parcel 'C'; thence from said point of beginning and along lands of Mullen South 39 degrees 50 minutes 00 seconds East, 69.04 feet to a point on a 25 feet perpetual easement for access; thence along said easement North 68 degrees 49 minutes 00 seconds West, 78.92 feet to a point, corner of lands belonging to Mullen; thence along lands of Mullen North 50 degrees 10 minutes 00 seconds East, 38.24 feet to the point and place of beginning.

CONTAINING in area 0.0303 acres more or less.

BEING shown as Parcel 'C' on above referenced plan.

BEING Parcel Number 58-00-00337-00-1.

BEING the same premises which The Oliver T. Hendren, Jr. Trust, by Deed dated January 6, 1994 and recorded February 3, 1994 in Montgomery County in Deed Book 5068 page 1068 granted and conveyed unto Louis A. Damiani and Beverly A. Damiani, husband and wife, in fee.

## EXHIBIT 5

### PERMITTED EXCEPTIONS

1. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which a correct survey would show.
2. Possible tax increase based on additional assessment not yet due and payable.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
5. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
6. Amount and computation of area or acreage is not insured.
7. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.
8. Subject to all rights of Pennsylvania Turnpike to maintain slopes, cuts, embankments, as well as the right to appropriate abutting lands necessary for ramps, tunnels, maintenance sheds and for all other purposes and facilities necessary.
9. Right of Access to Pennsylvania Turnpike, a limited access highway.
10. Subject to the provisions of the Acts of Assembly authorizing the PA Dept of Transportation to extend the boundaries of State Roads.
11. Rights granted to the Philadelphia Electric Company as in Deed Book 1881 page 512.

**EXHIBIT 7.1.3**

**ENTITY TRANSFER CERTIFICATION**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform \_\_\_\_\_, a \_\_\_\_\_ ("*Purchaser*"), that withholding of tax is not required upon the disposition of United States real property interests by \_\_\_\_\_ ("*Transferor*"), hereby certifies the following:

1. Transferor is not a foreign person, foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

2. Transferor's U.S. Social Security/employer identification number is: \_\_\_\_\_.

3. Transferor's address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement made by Transferor and contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned individual signing this document on behalf of Transferor declares that he/she has examined this certification and to the best of his/her knowledge and belief, it is true, correct and complete. The undersigned further declares that he/she has authority to sign this document on behalf of Transferor.

**TRANSFEROR:**

\_\_\_\_\_

**SUPERVISORS OF UPPER  
MERION TOWNSHIP**

**ACCOUNTS PAYABLE**

**INVOICES PROCESSED**

*September 10, 2020 to October 7, 2020*

**Approval Date: October 15, 2020**

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 15, 2020**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01138 Due from Developers</b>			
HAMBURG RUBIN MULLIN MAXWELL & LU	DUE FROM DEVELOPER	01138 - 0000	52.50
	DUE FROM DEVELOPER	01138 - 0000	52.50
	DUE FROM DEVELOPER	01138 - 0000	227.50
	DUE FROM DEVELOPER	01138 - 0000	245.00
	DUE FROM DEVELOPER	01138 - 0000	525.00
MCMAHON ASSOCIATES INC	DUE FROM DEVELOPER	01138 - 0000	97.50
	DUE FROM DEVELOPER	01138 - 0000	155.00
	DUE FROM DEVELOPER	01138 - 0000	390.00
	DUE FROM DEVELOPER	01138 - 0000	945.00
	DUE FROM DEVELOPER	01138 - 0000	1,245.00
	DUE FROM DEVELOPER	01138 - 0000	1,595.00
	DUE FROM DEVELOPER	01138 - 0000	2,092.50
REMINGTON & VERNICK ENGINEERS II, INC	DEVELOPERS ESCROW	01138 - 0000	443.00
	DEVELOPERS ESCROW	01138 - 0000	1,193.00
	DUE FROM DEVELOPER	01138 - 0000	81.00
	DUE FROM DEVELOPER	01138 - 0000	134.00
	DUE FROM DEVELOPER	01138 - 0000	134.00
	DUE FROM DEVELOPER	01138 - 0000	150.00
	DUE FROM DEVELOPER	01138 - 0000	156.42
	DUE FROM DEVELOPER	01138 - 0000	158.15
	DUE FROM DEVELOPER	01138 - 0000	158.15
	DUE FROM DEVELOPER	01138 - 0000	268.00
	DUE FROM DEVELOPER	01138 - 0000	442.24
	DUE FROM DEVELOPER	01138 - 0000	504.34
	DUE FROM DEVELOPER	01138 - 0000	900.00
	DUE FROM DEVELOPER	01138 - 0000	2,232.94
	DUE FROM DEVELOPER	01138 - 0000	2,343.02
	DUE FROM DEVELOPER	01138 - 0000	3,316.03
	DUE FROM DEVELOPER	01138 - 0000	3,466.67
	DUE FROM DEVELOPER	01138 - 0000	4,343.46
	DUE FROM DEVELOPER	01138 - 0000	4,502.18
	DUE FROM DEVELOPER	01138 - 0000	5,153.59
	DUE FROM DEVELOPER	01138 - 0000	6,438.30
	<b>Total Due from Developers</b>		<b>44,140.99</b>
<b>01150 Gas/Diesel/Postage</b>			
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL-SEP	01150 - 3250	100.00
	POSTAGE METER REFILL-SEP	01150 - 3250	1,400.00
RIGGINS INC	DIESEL: PW GARAGE	01150 - 2301	1,093.85
	GASOLINE: PW GARAGE	01150 - 2300	1,826.18
	GASOLINE: PW GARAGE	01150 - 2300	2,110.71
	GASOLINE: PW GARAGE	01150 - 2300	2,688.54
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	1,689.60
	GASOLINE: TOWNSHIP BUILDING	01150 - 2300	2,829.60
	<b>Total Gas/Diesel/Postage</b>		<b>13,738.48</b>
<b>01301 GF - Property Taxes</b>			
REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	01301 - 0200	3,816.21
	REFUND 200 N WARNER RD	01301 - 0200	4,662.11
	REFUND 200 N WARNER RD	01301 - 0200	1,024.69
	REFUND 433 DOROTHY DR	01301 - 0600	26.40
	REFUND 601 BOXFORD CIRCLE	01301 - 0400	39.03
	REFUND 900 RIVER RD	01301 - 0100	323.74
	REFUND 900 RIVER RD	01301 - 0100	1,780.59
	REFUND 990 NATTON CT	01301 - 0100	3.55
	<b>Total GF - Property Taxes</b>		<b>11,676.32</b>

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 15, 2020**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01310 511 Taxes</b>			
BUSINESS TAX REFUND	FINAL RETURN BUSINESS CLOSED	01310 - 0300	58.00
	FINAL RETURN BUSINESS MOVED	01310 - 0800	5,544.00
	FINAL RETURN BUSINESS SOLD	01310 - 0300	27.00
	FINAL RETURN BUSINESS SOLD	01310 - 0300	67.00
	FINAL RETURN BUSINESS SOLD	01310 - 0300	184.00
	FINAL RETURN BUSINESS SOLD	01310 - 0300	254.00
	FINAL RETURN BUSINESS SOLD	01310 - 0300	263.00
	FINAL RETURN BUSINESS TERMINAT	01310 - 0300	2,013.00
	FINAL RETURN-BUSINESS MOVED	01310 - 0300	3.00
	REFUND -INCORRECT TAX DISTRICT	01310 - 0800	25.00
	REFUND BUSINESS MOVED	01310 - 0800	180.00
	REFUND BUSINESS MOVED	01310 - 0800	919.00
	REFUND BUSINESS MOVED	01310 - 0800	1,499.00
	REFUND BUSINESS MOVED	01310 - 0800	4,062.00
	REFUND BUSINESS MOVED	01310 - 0800	20,306.00
	REFUND BUSINESS TERMINATED	01310 - 0800	12.00
	REFUND CREDIT	01310 - 0800	9,022.00
	REFUND CREDIT BUSINESS MOVED	01310 - 0800	973.00
	REFUND-BUSINESS TERMINATED	01310 - 0800	16.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	8.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	23.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	32.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	32.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	44.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	45.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	45.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	47.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	47.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	50.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	50.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	50.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	51.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	52.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	52.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0400	52.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0430	50.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0430	52.00
	REFUND-INCOME BELOW THRESHOLD	01310 - 0430	52.00
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-SEP20	01310 - 0400	18,265.99
	UMASD SHARE OF LST/AMUSE-SEP20	01310 - 0430	84.15
	UMASD SHARE OF LST/AMUSE-SEP20	01310 - 0700	12,511.48
	<b>Total 511 Taxes</b>		<b>77,122.62</b>
<b>01362 Public Safety</b>			
PENNA DEPT OF COMMU ECONOMIC DEVE	PA PERMIT SURCHARGE	01362 - 0402	2,439.00
	<b>Total Public Safety</b>		<b>2,439.00</b>
<b>01367 Park &amp; Recreation</b>			
PARK & REC REFUND	BARTHOLD REFUND	01367 - 0491	290.00
	BURKE REFUND	01367 - 0491	380.00
	FRISBIE REFUND	01367 - 0491	300.00
	HARRIS REFUND	01367 - 0492	90.00
	PATERSON REFUND	01367 - 0430	51.00
	SCHUTZMAN REFUND	01367 - 0492	167.00
	ULYANOV REFUND	01367 - 0492	90.00
	WUNDER REFUND	01367 - 0491	325.00

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 15, 2020**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total    Park &amp; Recreation</i>		<b>1,693.00</b>
<b>01377 Transit</b>			
GREATER VALLEY FORGE T.M.A.	AUG SVC LESS JUL19-AUG20 TIX	01377 - 0200	-1,586.00
	<i>Total    Transit</i>		<b>-1,586.00</b>
<b>01380 Miscellaneous</b>			
UNIVERSITY OF PENNSYLVANIA	BURGESS ARB MGMT PLAN	01380 - 0620	4,175.00
	<i>Total    Miscellaneous</i>		<b>4,175.00</b>
<b>01395 Reimbursements</b>			
GREATER VALLEY FORGE T.M.A.	AUG SVC LESS JUL19-AUG20 TIX	01395 - 0500	-2,002.50
	<i>Total    Reimbursements</i>		<b>-2,002.50</b>
<b>01402 Accounting</b>			
ALAN DYNIN	FARMER'S MARKET MUSIC	01402 - 4597	50.00
	FARMER'S MARKET MUSIC	01402 - 4597	50.00
ALLISON PIMM	1ST,2ND&3RD QTR20 CELL REIMB	01402 - 3210	450.00
AMAZON CAPITAL SERVICES, INC.	MOUSE PAD	01402 - 4597	7.15
BRADLEY PAUL RAU	FARMER'S MARKET MUSIC	01402 - 4597	50.00
	FARMER'S MARKET MUSIC	01402 - 4597	50.00
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-AUG	01402 - 3140	3,924.30
	GENERAL LABOR-MAR	01402 - 3140	2,360.00
CDW-G INC #3418616	UMGATV SUPPLIES	01402 - 2700	110.31
DAVID FIORENZA	FARMER'S MARKET MUSIC	01402 - 4597	50.00
	FARMER'S MARKET MUSIC	01402 - 4597	50.00
	FARMER'S MARKET MUSIC	01402 - 4597	50.00
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01402 - 1570	16,864.40
EASTBURN & GRAY PC	LEGAL:LITIGATION MATTERS-AUG	01402 - 3140	6,530.50
	LEGAL:ZHB-AUG	01402 - 3140	1,651.50
FEDERAL EXPRESS CORPORATION	FEDEX-SEPT	01402 - 3250	36.54
GERRI VATTIMO	1ST & 2ND QTR20 CELL REIMB	01402 - 3210	300.00
	SENIORS YARD CLEAN UP EVENT	01402 - 3401	42.36
	SUPPLIES-PARK PRTRN EVENT	01402 - 3401	74.33
HAMBURG RUBIN MULLIN MAXWELL &LU	LEGAL TWP-AUG	01402 - 3140	9,657.15
	ZHB WOOD ST LLC-AUG	01402 - 3140	385.00
	ZHB WOOD ST LLC-SEP	01402 - 3140	752.50
ISYS PROS CONSULTING LLC	FARMER'S MARKET MUSIC	01402 - 4597	50.00
	FARMER'S MARKET MUSIC	01402 - 4597	50.00
JOHN M COSTELLO	FARMER'S MARKET MUSIC	01402 - 4597	50.00
KELLY SERVICES, INC.	RECPT TEMP SVC-W/E 8/30	01402 - 1810	391.68
	RECPT TEMP SVC-W/E 9/20	01402 - 1810	489.60
	RECPT TEMP SVC-W/E 9/27	01402 - 1810	489.60
	RECPT TEMP SVC-W/E 9/6	01402 - 1810	391.68
MANAGERS EXPENSE CARD	BOS DINNER MTG 8/6	01402 - 9000	112.77
	BOS DINNER MTG 9/17	01402 - 9000	45.50
	BOS WKSHP DINNER 9/3	01402 - 9000	119.36
	GOALS/OBJ MTG 8/12	01402 - 9000	146.63
	GOALS/OBJ MTG 8/12 LUNCH	01402 - 9000	134.52
	GOALS/OBJ MTG 9/16-BFAST	01402 - 9000	298.16
	GOALS/OJECTIVES MTG LUNCH 9/16	01402 - 9000	179.50
	WEBINAR REG-AH	01402 - 4620	60.00
	WEBINAR-S BRYANT	01402 - 4620	60.00
MISC	REIMB FOR FB AD	01402 - 3420	50.00
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01402 - 3750	0.73
OFFICE BASICS	10 CS COPY PAPER	01402 - 2100	289.90
	20 BX ENVELOPES	01402 - 2100	146.93
	20 BX ENVELOPES	01402 - 2100	272.87
	COFFEE SUPPLIES	01402 - 9000	262.81

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 15, 2020**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PARK & REC EXPENSE CARD	FACEBOOK ADS	01402 - 4597	79.98
PIO EXPENSE CARD	2 VENTILATED STORAGE UNITS	01402 - 9000	131.46
	5 TIERED STORAGE SHELF	01402 - 9000	76.55
	EPSON PRINTER INK (8)	01402 - 2700	386.52
	EQUIP FOR PARK PRTRN CLEANUP	01402 - 3401	52.01
	KEYBOARD & WRIST REST	01402 - 3420	13.99
	KITCHEN SUPPLIES	01402 - 9000	41.48
	MULTI-PURP STORAGE BIN	01402 - 9000	49.99
	STORAGE BIN	01402 - 9000	39.99
RICHARD LAWRENCE	FARMER'S MARKET MUSIC	01402 - 4597	50.00
	FARMER'S MARKET MUSIC	01402 - 4597	50.00
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01402 - 3840	442.00
	RICOH USAGE	01402 - 3840	5.45
	RICOH USAGE	01402 - 3840	5.51
	RICOH USAGE	01402 - 3840	60.16
	RICOH USAGE	01402 - 3840	250.70
SPECTOR GADON & ROSEN, P.C.	LEGAL ENVIMNTL-GALLAGHER-AUG20	01402 - 3140	300.00
TIMES HERALD PUBLISHING CO INC	AD:BOS GOALS MTG 9/16	01402 - 3160	119.03
	<b>Total Accounting</b>		<b>49,743.10</b>
<b>01403 Tax Collection</b>			
SCHANK PRINTING INC.	500 BUSINESS CARDS-ML	01403 - 2250	70.00
	<b>Total Tax Collection</b>		<b>70.00</b>
<b>01407 Information Technology</b>			
ADMIN HARRIS	VPN CERTIFICATE	01407 - 3742	159.98
CDW-G INC #3418616	DISPLAY PORT TO DVI PORT	01407 - 2200	93.72
	HDMI CABLES	01407 - 2200	39.00
	LABEL PRINTER 450	01407 - 2200	98.54
	SPEAKERS FOR LIVESCAN ROOM	01407 - 2200	13.83
	SSD DRIVES REPLACEMENTS	01407 - 2200	229.16
	USB DVD/CD READER	01407 - 2200	40.00
	WEBCAM FOR LIVESCAN	01407 - 2200	88.57
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01407 - 1570	2,449.57
FEDERAL EXPRESS CORPORATION	RETURN MEMORY	01407 - 3250	31.30
IRON MOUNTAIN INFO MGMT INC	OFFSITE DIGITAL STORAGE	01407 - 3741	314.05
OMEGA SYSTEMS CONSULTANTS, INC	DFS CONFIGURATION	01407 - 3743	587.50
VALLEY FORGE SECURITY CENTER	KEY FOBS	01407 - 2200	124.50
WEIDENHAMMER	CISCO UMBRELLA WEB FILTERING	01407 - 3742	508.75
WIFI INTEGRATORS FOR INNOVATION	RUCKUS MAINTENANCE	01407 - 3743	2,400.00
	<b>Total Information Technology</b>		<b>7,178.47</b>
<b>01408 Planning</b>			
AMERICAN PLANNING ASSOC	APA DUES	01408 - 4200	169.00
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01408 - 1570	1,755.67
MCAHON ASSOCIATES INC	GENERAL SERVICES	01408 - 3130	97.50
	GENERAL SERVICES	01408 - 3130	195.00
REMINGTON & VERNICK ENGINEERS II, IN	GENERAL ENGINEERING	01408 - 3130	1,104.75
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01408 - 3840	210.00
	RICOH USAGE	01408 - 3840	7.38
	RICOH USAGE	01408 - 3840	153.84
	<b>Total Planning</b>		<b>3,693.14</b>
<b>01410 Police</b>			
ALLAN ELVERSON	CELL REIMB 3RD QTR 2020	01410 - 3210	150.00
ANDREW FIDLER	CELL REIMB 3RD QTR 2020	01410 - 3210	150.00
ANDREW MOLL	REIMB SUPPLIES K-9 OBSTACLES	01410 - 2200	264.81
AQUA PENNSYLVANIA	TOWNCTR SUBSTATION SEPT	01410 - 3600	12.33
ARDMORE TIRE, INC	2 TIRES UNIT #1	01410 - 3750	197.10



**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 15, 2020**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AT&T	SERVICES SEPT	01410 - 3190	375.00
ATLANTIC TACTICAL	9 ABA VESTS (PARTIAL REIMB)	01410 - 2380	9,206.99
	ABA VEST-KOBE(PARTIAL REIM)	01410 - 2380	1,023.00
BERGEY'S FORD INC.	BRAKES UNIT 18	01410 - 3750	233.34
	PARTS FOR UNIT 19	01410 - 3750	23.00
	PARTS UNIT 19	01410 - 3750	171.42
	WINDOW SWITCH UNIT 20	01410 - 3750	51.22
BOB'S AUTO PARTS	CREDIT: BATTERY CORE	01410 - 3750	-20.00
	CREDIT: INV # 21N0113655	01410 - 3750	-146.33
	OIL UNITS 52 & 19	01410 - 3750	40.08
	PARTS UNIT 49	01410 - 3750	62.95
	PARTS UNIT 68	01410 - 3750	120.80
	UNIT 14: BATTERIES	01410 - 3750	146.33
	UNIT 14: BATTERY	01410 - 3750	146.33
	UNIT 19: OIL	01410 - 3750	124.68
	WASHER FLUID- PATROL CARS	01410 - 3750	119.76
BRENDAN BRAZUNAS	CELL REIMB ERD QTR 2020	01410 - 3210	150.00
BRENDAN DOUGHERTY	REIMB CELL 3RD QTR 2020	01410 - 3210	75.00
CAROLYN GRENIER	REIMB CELL 3RD QTR 2020	01410 - 3210	75.00
CHARIOT GRAPHICS INC	TINTING UNIT 80	01410 - 3750	265.00
COMCAST CORPORATION	COMMUNICATION LINES 1020	01410 - 3210	200.00
	COMMUNICATION LINES 1020	01410 - 3210	243.35
	SERVICES OCTOBER	01410 - 3210	47.53
DAVID GERSHANICK	CELL REIMB 3RD QTR 2020	01410 - 3210	150.00
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01410 - 1570	66,829.09
EASTERN AUTO PARTS WAREHOUSE	PARTS UNIT 19	01410 - 3750	81.04
	SUPPLIES PATROL CARS	01410 - 3750	147.76
ELBERT LEE	REIMB CELL 3RD QTR 2020	01410 - 3210	75.00
FEDERAL EXPRESS CORPORATION	PACKAGES SENT	01410 - 3250	191.05
	PKG SENT	01410 - 3250	17.88
GM FINANCIAL LEASING	LEASE UNIT 70 (REIMB ATF)	01410 - 3750	495.80
JOHN KREUER	REIMB CELL 3RD QTR 2020	01410 - 3210	75.00
JONATHAN JIMENEZ	CELL REIMB 3RD QTR 2020	01410 - 2100	75.00
KOPA OPERATIONS INC	5 COUPON BOOKS CAR WASH	01410 - 3750	125.00
	ANNUAL CAR WASH CONTRACT	01410 - 3750	5,760.00
MARTIN MENAGO	CELL REIMB 3RD QTR 2020	01410 - 3210	75.00
MCKESSON MEDICAL-SURGICAL GOVERN	WIPES - BODY CAMERAS	01410 - 2200	40.71
MICHAEL BRUNER	CELL REIMB 3RD QTR 2020	01410 - 3210	150.00
MICHAEL DAVIS	CELL REIMB 3RD QTR 2020	01410 - 3210	75.00
MICHAEL MILKE	CELL REIMB 3RD QTR 2020	01410 - 3210	75.00
MOTOROLA INC	SPEAKER - COMM. CENTER	01410 - 3270	38.00
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01410 - 3750	100.68
PA CHIEFS OF POLICE ASSN (PCPA)	REG SB TRAINING	01410 - 4620	400.00
PAULA RISLEY	VEHICLE INSPECTION STICKERS	01410 - 3750	30.00
PECO ENERGY	TOWNCTR SUBSTATION SEPT	01410 - 3600	104.98
PENN STATE JUSTICE & SAFETY INSTITUTI	REG AB POSIT TRAINING NOV	01410 - 4620	764.00
PENN STATE UNIVERSITY	REG AB POSIT TRAINING NOV	01410 - 4620	764.00
PENNA AMERICAN WATER CO.	PISTOL RANGE AUG	01410 - 3600	41.94
POLICE EXPENSE CARD	AMAZON - 3 PROPELLERS -DRONE	01410 - 2200	14.97
	AMAZON - BIKE TIRE TUBES	01410 - 2200	10.84
	CC- GASOLINE CYCLE 1 SEPT	01410 - 2300	17.87
	CC- MEETING 9/2	01410 - 3310	36.00
	CC- UPHOLSTER #20	01410 - 3750	445.00
	CC-2 FLASHLIGHT BATTERIES	01410 - 2200	37.78
	CC-A-LINE - PD FACE MASKS	01410 - 2200	337.50
	CC-AMAZON - BUSINESS ACCT	01410 - 2200	13.77
	CC-AMAZON - FLASHLIGHT CAR 21	01410 - 3750	130.22

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

**October 15, 2020**

<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
POLICE EXPENSE CARD	CC-AMAZON- 2 CAMERAS -PATROL	01410 - 2200	493.90	
	CC-AMAZON- SHAMPOO K-9 DOGS	01410 - 2200	21.98	
	CC-AMAZON- WARRANTY -CAMERAS	01410 - 2200	93.72	
	CC-CARNIVAL SAVER - NNO SUPPLY	01410 - 2950	72.95	
	CC-CHEWY - FOOD K-9 MADDIE	01410 - 2200	268.37	
	CC-CHEWY- FOOD K-9 KYZAR	01410 - 2200	269.28	
	CC-CHEWY- SUPPLIES K-9 DOGS	01410 - 2200	165.24	
	CC-FUTURELINE- UPHOLSTER #13	01410 - 3750	445.00	
	CC-GALLS - CUFF KEYS	01410 - 2200	30.68	
	CC-GALLS- SPIT HOODS	01410 - 2200	57.18	
	CC-GASOLINE CYCLE 2 SEPT	01410 - 2300	21.20	
	CC-LYSOL - SUPPLIES	01410 - 2200	99.00	
	CC-ORIENTAL TRADING - NNO GEAR	01410 - 2950	370.47	
	CC-PARAMONT SALES- GAITERS	01410 - 2200	1,228.00	
	CC-SWEETSAVER - SUPPLIES NNO	01410 - 2950	223.70	
	CC-SWEETSAVER - SUPPLIES NNO	01410 - 2950	369.50	
	CC-TARGET- 2 FOLDING TABLES	01410 - 2950	56.70	
	CC-TRANSUNION- SERV. SEPT	01410 - 3190	238.50	
	GLOWSTICKS	01410 - 2950	334.92	
	RICHTER DRAFTING & OFFICE SUPPLY CO.	FILING LABELS	01410 - 2200	3.99
		SUPPLIES	01410 - 2200	412.64
	RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01410 - 3700	415.00
		RICOH USAGE	01410 - 3700	9.82
		RICOH USAGE	01410 - 3700	16.17
		RICOH USAGE	01410 - 3700	31.58
		RICOH USAGE	01410 - 3700	135.88
	SCHANK PRINTING INC.	POLICE ACTIVITY FORMS	01410 - 3400	425.00
	ST GEORGE HUNT VMD	VET SERVICES K-9 KYZAR 9/23	01410 - 3190	244.25
	STEELE'S TRUCK & AUTO REPAIR INC	EMISSION UNIT 1	01410 - 3750	45.00
		EMISSION UNIT 61	01410 - 3750	35.00
		EMISSION UNIT 66	01410 - 3750	35.00
		COSTCO - SUPPLIES	01410 - 2200	6.99
	TD BANK CARD	COSTCO - SUPPLIES	01410 - 2950	89.94
		10 AMP MINI-FUSES (STOCK)	01410 - 3750	127.45
	TERMINAL SUPPLY	BELT FOR UNIT 14	01410 - 3750	12.87
	UNI-SELECT USA INC	SUPPLIES UNIT 52 & 61	01410 - 3750	12.66
		2 BOTTLES OIL - SHREDDERS	01410 - 2200	46.96
	W B MASON CO INC AC# MI-1255	ALCOHOL WIPES	01410 - 2200	10.99
		CALENDARS & SUPPLIES	01410 - 2200	159.96
CANARY PAPER		01410 - 2200	39.90	
DESK SUPPLIES		01410 - 2200	24.26	
HAND SANITIZER		01410 - 2200	45.96	
PACKAGE TAPE		01410 - 2200	34.30	
SUPPLIES		01410 - 2200	9.99	
SUPPLIES		01410 - 2200	17.96	
SUPPLIES		01410 - 2200	30.35	
SUPPLIES		01410 - 2200	42.48	
SUPPLIES		01410 - 2200	59.48	
SUPPLIES		01410 - 2200	76.04	
SUPPLIES		01410 - 2200	106.38	
SUPPLIES		01410 - 2200	111.29	
SUPPLIES		01410 - 2200	124.49	
SUPPLIES		01410 - 3730	30.99	
WORLDPOINT ECC, INC	AED TRAINING SUPPLIES	01410 - 2200	58.00	
YCG INC	CALIBRATION ENRADD EQUIPT.	01410 - 2900	143.75	

**Total Police**

**99,327.63**

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>01411 Fire and EMS</b>			
911 SAFETY EQUIPMENT	ALTERATIONS	01411 - 2380	8.00
	ALTERATIONS	01411 - 2380	12.00
ARDMORE TIRE, INC	TIRES 356-1	01411 - 3750	498.84
	TIRES 356-4	01411 - 3750	235.56
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	17.30
	EMS SUPPLIES	01411 - 2100	18.70
	EMS SUPPLIES	01411 - 2100	695.88
	EMS SUPPLIES	01411 - 2100	1,509.99
	NALOXONE REBATE	01411 - 2100	-60.00
BRIAN GEIGER	TUITION REIMB	01411 - 1855	634.50
CHARIOT GRAPHICS INC	GRAPHICS FM56-3 VEHICLE	01411 - 3750	1,265.00
COMCAST CORPORATION	COMMUNICATION LINES 0920	01411 - 3210	611.67
	PHONE LINES SEPT	01411 - 3210	47.53
	SVC OCTOBER	01411 - 3210	22.20
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01411 - 1570	13,472.21
DENNIS RUBIN	3QTR CELL PHONE REIMB	01411 - 3210	150.00
	REIMB GPS FOR CHIEF'S VEHICLE	01411 - 2200	211.99
	TUITION REIMBURSEMENT	01411 - 1855	1,066.50
DIRKS PEST MANAGEMENT SPECIALIST	PEST CONTROL STA 356	01411 - 3600	80.00
FRANK BAFFA	TEE SHIRTS	01411 - 2380	244.70
GOOD FELLOWSHIP CLUB OF CHESTER CO	STAFF EMT COURSE	01411 - 4620	4,050.00
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	110.65
KING OF PRUSSIA VOL FIRE CO	LEASE PAYMENT #14	01411 - 3701	9,927.00
	OCTOBER ALLOCATION	01411 - 2420	18,607.75
KOPA OPERATIONS INC	ANNUAL CAR WASH CONTRACT	01411 - 3750	540.00
MCDONALDS UNIFORM INC	UNIFORMS	01411 - 2380	77.99
	UNIFORMS	01411 - 2380	77.99
	UNIFORMS	01411 - 2380	77.99
	UNIFORMS	01411 - 2380	89.99
	UNIFORMS	01411 - 2380	131.99
	UNIFORMS	01411 - 2380	136.98
	UNIFORMS	01411 - 2380	147.98
	UNIFORMS	01411 - 2380	673.94
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	32.33
	EMS SUPPLIES	01411 - 2100	275.34
	EMS SUPPLIES	01411 - 2100	327.47
	EMS SUPPLIES	01411 - 2100	614.33
MELISSA ANNE GUZIEWICZ	CHIEFS COUNCIL MINUTES	01411 - 3190	175.00
MOTOROLA INC	CAREER STAFF BATTERIES	01411 - 3270	2,608.00
	RADIO EQUIP AMB 356-1	01411 - 3270	335.44
	RSM CORD	01411 - 3270	140.00
	RSM CORD	01411 - 3270	140.00
	RSM CORD	01411 - 3270	140.00
	SPARE BATTERIES	01411 - 3270	854.40
	SPEAKER MIC	01411 - 3270	140.00
	SPEAKER MICS	01411 - 3270	960.00
PA TURNPIKE TOLL BY PLATE	TOLLS	01411 - 2200	56.70
PECO ENERGY	STA 356 A/C	01411 - 3600	173.91
	STA 356 ELEC AND GAS	01411 - 3600	442.91
POLICE EXPENSE CARD	CC-ELEVATOR KEYS	01411 - 2200	49.20
	CC-IAAI - REG FIRE INVEST CLAS	01411 - 4620	545.00
PPC LUBRICANTS INC	BLUE DEF	01411 - 3750	288.70
R F DESIGN & INTEGRATION INC	WIRING 356-1	01411 - 3270	110.00
REPUBLIC SERVICES INC	TRASH SVC STA 356	01411 - 3600	269.19
RICHTER DRAFTING & OFFICE SUPPLY CO.	OFFICE SUPPLIES	01411 - 2200	76.45

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
RYAN CONBOY	REIMB EMT BACKROUND CHECK	01411 - 2200	42.00
SCHANK PRINTING INC.	BUSINESS CARDS	01411 - 3400	85.00
SILA HEATING AND AIR CONDITIONING, IN	GENERATOR REPAIRS STA 356	01411 - 2100	502.50
STEELE'S TRUCK & AUTO REPAIR INC	REPAIRS 356	01411 - 3750	2,287.47
STEPHEN A PULLEY	NOV MED DIRECTOR STIPEND	01411 - 3190	1,000.00
SWEDELAND VOL. FIRE CO.	OCTOBER ALLOCATION	01411 - 2420	12,687.50
SWEDESBURG VOL. FIRE CO.	OCTOBER ALLOCATION	01411 - 2420	10,995.00
TACTICAL MEDICAL SOLUTIONS, LLC	LITTER AND CARRIER	01411 - 2100	1,875.00
UNI-SELECT USA INC	FILTERS CHIEFS CAR	01411 - 3750	9.40
UPPER MERION FIRE RELIEF ASSN	FIRE RELIEF PYMT-2020	01411 - 2421	321,207.08
WITMER ASSOCIATES INC	TURNOUT GEAR HAMADAY	01411 - 2380	1,465.00
	UNIFORMS	01411 - 2380	312.99
	<i>Total Fire and EMS</i>		<b>416,616.13</b>

**01413 Codes Enforcement**

CODE ENFORCEMENT EXPENSE CARD	BB RENEWAL	01413 - 3746	297.00
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01413 - 1570	4,535.93
KENNETH MYERS II	WB REIMB	01413 - 9000	119.77
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01413 - 3750	8.21
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01413 - 3840	147.00
	RICOH USAGE	01413 - 3840	5.13
	RICOH USAGE	01413 - 3840	9.03
	RICOH USAGE	01413 - 3840	106.91
TRAISSR LLC	TRAISSR MAINT	01413 - 3746	442.50
UNITED INSPECTION AGENCY INC	EPR - PERMITS	01413 - 3190	1,350.00
	<i>Total Codes Enforcement</i>		<b>7,021.48</b>

**01430 Transportation**

A & A SALES ASSOCIATES LLC	CUT SAW BLADE	01430 - 2451	226.54
ADMIN HARRIS	UNIT 446: NEW DASHBOARD	01430 - 3750	1,940.00
AMAZON CAPITAL SERVICES, INC.	TABLET COVER	01430 - 2100	28.97
	TABLET PENS	01430 - 2100	19.97
ARDMORE TIRE, INC	UNIT 454: TIRES	01430 - 3740	248.00
	UNIT 464: TIRES	01430 - 3740	496.00
BERGEY'S FORD INC.	UIT 447: SEPARATOR ASSEMBLY	01430 - 3750	74.72
	UNIT 422: CLAMP	01430 - 3750	45.74
	UNIT 422: EGR COOLER	01430 - 3750	495.18
BOB'S AUTO PARTS	UNIT 454: BATTERIES	01430 - 3740	136.28
BROADVIEW NETWORKS	COMMUNICATION LINES 0920	01430 - 3210	61.33
CHERRY VALLEY TRACTOR SALES	UNIT 435: ROTARY FLAIL HEAD	01430 - 3740	8,787.11
COLLIFLOWER INC	UNIT 435 PLUGS	01430 - 3740	40.63
	UNIT 451: VALVE FITTINGS	01430 - 3740	50.88
	UNIT 483: HYDRAULIC COUPLERS	01430 - 3740	169.02
COMMONWEALTH PRECAST INC	C-TOP INLETS	01430 - 2453	1,600.00
DEER PARK	COOLER WATER: PW GARAGE	01430 - 3730	75.82
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01430 - 1570	7,825.89
EAGLE POWER & EQUIPMENT INC	UNIT 451: STEERING VALVE/CYL	01430 - 3740	1,389.20
	UNIT 483: LOCKING PIN ASSEMBLY	01430 - 3740	1,058.67
GLASGOW INC.	INLET REPAIR: CROSSFIELD ROAD	01430 - 2451	84.14
	ROAD REPAIR: FIRST AVENUE	01430 - 2451	187.97
	ROAD REPAIR: FIRST AVENUE	01430 - 2451	704.25
	SINKHOLE REPAIR: KINGWOOD ROAD	01430 - 2451	136.01
H A WEIGAND INC.	MISCELLANEOUS SIGNAGE	01430 - 2457	1,472.75
	MISCELLANEOUS SIGNAGE	01430 - 2457	1,959.10
INTERSTATE BATTERY SYSTEM INC	UNIT 444: BATTERIES	01430 - 3750	237.90
JOSEPH O'DONNELL	2020 BOOTS: O'DONNELL	01430 - 2446	110.00
	20Q3 PHONE: O'DONNELL	01430 - 2451	150.00
JOSHUA STAFFORD	2020 BOOTS: STAFFORD	01430 - 2446	110.00

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01430 - 3740	50.60
	MISCELLANEOUS HARDWARE	01430 - 3750	69.73
PECO ENERGY	ELECTRIC: PW GARAGE	01430 - 3600	673.99
	ELECTRIC: SALT SHED	01430 - 3600	30.51
	ELECTRIC: SHOEMAKER ROAD TL	01430 - 3611	10.70
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,700.36
	ELECTRIC: STREET LIGHTS	01430 - 3612	1,705.42
	ELECTRIC: TRAFFIC LIGHTS	01430 - 3611	962.81
	ELECTRIC: VF HOMES SIGN	01430 - 3612	4.60
	GAS: PW GARAGE	01430 - 3600	30.39
PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3600	373.91
PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: TRANSPORTATION	01430 - 2451	266.80
POLICE EXPENSE CARD	CC-STROBES- ARROW STICK	01430 - 3740	318.34
	CC-TOLL PA - TOLL TRAINING	01430 - 3740	6.40
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01430 - 3840	116.00
	RICOH USAGE	01430 - 3840	3.35
SOSMETAL PRODUCTS INC	VEHICLE WASH & WAX (5 GAL)	01430 - 3750	91.82
SPRAYER SPECIALTIES INC	SALT BRINE HOPPER VALVE	01430 - 2452	97.43
T & M ASSOCIATES	ENGINEERING 2020 ROAD PROGRAM	01430 - 4580	123.33
	INSPECTION: 2020 ROAD PROGRAM	01430 - 4580	6,224.47
TODD LACHENMAYER	20Q3 PHONE: LACHENMAYER	01430 - 2451	138.00
	LACHENMAYER: MS4 TARINING	01430 - 4620	350.00
TRAFFIC PRODUCTS LLC	OVERHEAD SIGN BRACKETS	01430 - 3132	232.00
TRAISR LLC	TRAISR SAAS	01430 - 3740	2,679.00
U. S. MUNICIPAL SUPPLY, INC.	UNIT 438: SWEEPER BROOMS	01430 - 3740	1,740.00
UNI-SELECT USA INC	UNIT 422: FILTERS/BELTS	01430 - 3750	104.39
	UNIT 463: FILTERS	01430 - 3740	85.36
UNIFIRST CORPORATION	UNIFORMS: TRANSPORTATION	01430 - 2380	155.96
VERIZON	COMMUNICATION LINES 1020	01430 - 3210	32.84
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: PW GARAGE	01430 - 3185	74.70
	WASTE REMOVAL: PW GARAGE	01430 - 3185	919.38
WELDON AUTO PARTS INC	ARROW BOARD: BATTERIES	01430 - 3740	320.47
	UNIT 464: FILTERS	01430 - 3740	51.73
	<b>Total Transportation</b>		<b>49,666.86</b>

**01432 PW-Vehicle Maintenance**

DEER PARK	COOLER WATER: VM GARAGE	01432 - 2200	8.28
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01432 - 1570	1,876.77
INDEPENDENT MAINTENANCE INC.	VEHICLE LIFT REPAIRS	01432 - 3740	620.00
THOMAS ZUMMO	PLASMA CUTTING TIPS	01432 - 7400	255.94
UNIFIRST CORPORATION	UNIFORMS: VEHICLE MAINTENANCE	01432 - 2380	95.54
	<b>Total PW-Vehicle Maintenance</b>		<b>2,856.53</b>

**01434 PW-Park Maintenance**

BROADVIEW NETWORKS	COMMUNICATION LINES 0920	01434 - 2460	67.85
CAMERON BEEBE	2020 BOOTS: BEEBE	01434 - 2200	110.00
CHERRY VALLEY TRACTOR SALES	UNIT 477: LOADER BUCKET	01434 - 3740	2,385.00
CINTAS CORPORATION #2	FIRST AID SUPPLIES	01434 - 2800	247.61
COLONIAL ELECTRIC SUPPLY CO #U425	ECECUTIVE ESTATES: LIGHT TIMER	01434 - 2200	110.28
CONTROLEX SERVICE CORP	HEUSER PARK: LIGHTING BREAKER	01434 - 2461	870.00
	SPRING WATER MAINFOLD: NV FARM	01434 - 2800	2,800.00
CONWAY POWER EQUIPMENT INC	CHAINSAW BAR/CHAIN OIL	01434 - 3740	62.70
DAVID H GROSS	HAY BALES	01434 - 2800	2,198.00
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01434 - 1570	6,125.89
EASTERN AUTO PARTS WAREHOUSE	ZERO TURN MOWER BATTERIES	01434 - 3740	115.90
EDWIN P BURKHOLDER	ANIMAL FEED	01434 - 2800	185.90
GORECON INC	TURF MAINTENANCE	01434 - 3190	19,340.00
GRANTURK EQUIPMENT CO. INC	TUB GRINDER: HAMMERS	01434 - 2460	1,456.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
M J REIDER ASSOCIATES INC	WATER TESTING: NOR-VIEW FARM	01434 - 2800	155.00
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00
	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	660.00
MR JOHN INC	GRASS SEED MATTING	01434 - 2200	91.21
	STRAW	01434 - 2200	129.86
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01434 - 3740	14.43
	MISCELLANEOUS HARDWARE	01434 - 3750	9.35
NORRIS SALES CO. INC.	DINGO WITH CULTIVATOR	01434 - 2461	310.61
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2460	34.54
	ELECTRIC: FARM STORE	01434 - 2800	144.33
	ELECTRIC: NOR-VEW FARM BARN 1	01434 - 2800	87.92
	ELECTRIC: NOR-VIEW FARM BARN 2	01434 - 2800	106.31
	ELECTRIC: NOR-VIEW GREENHOUSE	01434 - 2800	13.90
	ELECTRIC: NOR-VIEW GREENHOUSE	01434 - 2800	39.32
PENNSYLVANIA HORTICULTURAL SOCIET	1 BARE ROOT TREE	01434 - 3190	50.00
PETER BLAUNER VMD	VET SERVICE: QUARTER HORSE	01434 - 2800	620.00
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01434 - 2800	26.00
	RICOH USAGE	01434 - 2800	1.00
RIGGINS INC	DIESEL: COMPOST SITE	01434 - 2460	273.76
SOSMETAL PRODUCTS INC	VEHICLE WASH & WAX (5 GAL)	01434 - 3750	91.82
STEVE HUNSBERGER	VET SERVICES: HORSES	01434 - 2800	240.00
THE DAVEY TREE EXPERT COMPANY	ASH TREE INJECTIONS	01434 - 2210	736.00
TRACTOR SUPPLY CO	ANIMAL SUPPLIES	01434 - 2800	323.81
TURF EQUIPMENT AND SUPPLY COMPANY	FIELD MARKING PAINT	01434 - 2461	1,697.04
UNI-SELECT USA INC	FUEL FILTER	01434 - 3740	41.84
UNIFIRST CORPORATION	UNIFORMS: NOR-VIEW FARM	01434 - 2380	63.18
	UNIFORMS: NOR-VIEW FARM	01434 - 2380	105.30
	UNIFORMS: PARK MAINTENANCE	01434 - 2380	113.92
VERIZON	COMMUNICATION LINES 1020	01434 - 3210	41.64
WALLACE JANITORIAL	BLEACH	01434 - 2800	46.38
	CAN LINERS	01434 - 2461	249.36
	CLEANING SUPPLIES: NOR-VIEW	01434 - 2800	366.80
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	252.35
ZERO WASTE USA, INC.	DOG WASTE BAGS	01434 - 2461	1,164.12
	<b>Total</b>	<b>PW-Park Maintenance</b>	<b>44,411.23</b>

**01436 PW-Building Maintenance**

ALLIED ELEVATOR LLC	ELEVATOR PM SERVICE	01436 - 4545	294.00
AMAZON.COM LLC	NITRILE GLOVES	01436 - 2200	123.17
AQM INC	BOILER REPAIRS	01436 - 2500	2,651.14
AQUA PENNSYLVANIA	WATER: TOWNSHIP BUILDING	01436 - 3600	1,032.08
	WATER: TOWNSHIP BUILDING	01436 - 3600	203.27
BURHANS GLASS CO INC	COVID-19 SHIELDS	01436 - 3730	175.50
COMCAST CORPORATION	COMMUNICATION LINES 1020	01436 - 3210	581.34
CONTROLEX SERVICE CORP	DISCONNECT 1ST AVE BUS SHELTER	01436 - 4545	300.00
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 3730	414.06
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01436 - 1570	1,736.06
EASTERN GENERATOR INC.	GENERATOR SERVICE	01436 - 4545	424.61
EFORCE COMPLIANCE	FLUORESCENT BULB DISPOSAL	01436 - 4545	309.05
GPX COMMUNICATION LLC	COMMUNICATION LINES 0920	01436 - 3210	1,280.20
GRAINGER - W.W.GRAINGER INC	RESPIRATORS	01436 - 2200	97.58
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: TOWNSHIP BLDG	01436 - 4545	125.00
NALCO U.S. 2 INC	WATER TREATMENT FEE	01436 - 4545	178.81
OFFICE BASICS	COPIER PAPER	01436 - 2200	34.99
	COVID-19 DECALS	01436 - 2200	7.98
	COVID-19 DECALS	01436 - 2200	111.72
	KITCHEN SUPPLIES	01436 - 2200	119.17

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
OFFICE BASICS	OFFICE SUPPLIES	01436 - 2200	40.71
	PAPER TOWELS	01436 - 2200	140.00
	RAGS/TRASHBAGS/PPR TOWELS	01436 - 2200	413.68
	SANITIZING WIPES	01436 - 2200	96.00
	SANITIZING WIPES	01436 - 2200	257.50
	SANITIZING WIPES	01436 - 2200	420.00
	TOILET PAPER/PAPER TOWELS	01436 - 2200	178.50
	TRASH BAGS	01436 - 2200	83.18
PARKER INTERIOR PLANTScape INC	HORTICULTURAL SERVICE	01436 - 4545	265.68
PECO ENERGY	ELECTRIC: LED SIGN	01436 - 3600	68.18
	ELECTRIC: TOWNSHIP BUILDING	01436 - 3600	6,337.76
PENNA AMERICAN WATER CO.	WATER: TOWNSHIP BUILDING	01436 - 3600	985.12
REPUBLIC SERVICES INC	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	187.95
	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	200.17
THE JAYDOR COMPANY	PD GARAGE DOOR REPAIRS	01436 - 3730	225.00
UNIFIRST CORPORATION	UNIFORMS: BUILDING MAINTENANCE	01436 - 2380	34.80
VERIZON	COMMUNICATION LINES 0920	01436 - 3210	273.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	454.23
	<b>Total PW-Building Maintenance</b>		<b>20,861.19</b>
 <b>01450 Park and Recreation</b>			
AGT FITNESS MANAGEMENT INC	FITNESS STAFFING	01450 - 4593	10,333.00
AMAZON CAPITAL SERVICES, INC.	ADHESIVE	01450 - 4599	11.99
	BASKETBALLS	01450 - 4599	107.94
	BASKETBALLS	01450 - 4599	139.80
	CORNHOLE BAGS	01450 - 4599	24.85
	CORNHOLE EQUIPMENT	01450 - 4599	198.80
	FALL FEST BAG SUPPLIES	01450 - 4595	37.96
	FALL FEST BAG SUPPLIES	01450 - 4595	682.90
	HALLOWEEN CRAFT KIT	01450 - 4593	31.98
	KIDS HEADPHONES	01450 - 4593	30.84
	LOCKER PADLOCKS	01450 - 2200	127.35
	PAINT BRUSH SET	01450 - 4595	31.90
	SANITIZING WIPES	01450 - 2200	87.96
AMERICAN NATIONAL RED CROSS & ITS C	LIFEGUARDING REVIEW CLASS	01450 - 4593	722.00
ANALYTICAL LABORATORIES INC	POOL TESTING	01450 - 2250	200.00
ANGELO'S PIZZA	PARENT'S NIGHT OUT PIZZA	01450 - 4593	20.00
AQUA PENNSYLVANIA	WATER ABRAMS MILL	01450 - 3600	92.13
	WATER COMMUNITY CENTER	01450 - 3600	203.27
	WATER HEUSER	01450 - 3600	422.20
	WATER HEUSER	01450 - 3600	203.27
	WATER MOORE ROAD	01450 - 3600	46.70
	WATER POWDERHORN ROAD	01450 - 3600	11.78
	WATER SWEDELAND PARK	01450 - 3600	332.78
	WATER UM SWIMMING POOL	01450 - 3600	2,416.17
	WATER WALKER PARK	01450 - 3600	54.83
BERARDELLI LLC	CHLORINE	01450 - 2210	534.87
	CHLORINE	01450 - 3731	126.73
	POOL CHEMICALS	01450 - 3731	825.50
BRIAN SELL	SHAPE SNACKS	01450 - 4593	111.72
	SHAPE SUPPLIES	01450 - 4593	73.41
BROADVIEW NETWORKS	COMMUNICATION LINES 0920	01450 - 3210	125.42
BRUCE GINSBURG	SENIOR CENTER DRAINS	01450 - 3730	300.00
CLASSIC FLOOR FINISHING INC	COURT LINES	01450 - 3730	4,425.00
COMCAST CORPORATION	COMMUNICATION LINES 0920	01450 - 3600	705.64
	COMMUNICATION LINES 1020	01450 - 3600	562.74
	COMMUNICATION LINES 1020	01450 - 3210	213.35

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DANIEL D SOMERVILLE	CC CLEANERS	01450 - 3730	1,352.00
DEANNA T. SANTIAGO	HIPPOP INSTRUCTOR	01450 - 4593	252.00
DEER PARK	COMMUNITY CENTER WATER COOLER	01450 - 2200	12.66
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	01450 - 1570	10,323.70
E-WEBSITE INC	TOGETHERPAY FEES SEPT	01450 - 3900	855.27
EASTERN GENERATOR INC.	COMM CENTER GENERATOR	01450 - 3730	871.52
EUGENE FISHER	COED SOFTBALL UMPIRES	01450 - 4593	1,974.00
FASTENAL COMPANY	MAINTENANCE SUPPLIES	01450 - 3730	358.70
FIRST HOSPITAL LABORATORIES INC	EMPLOYEE SCREENING	01450 - 3190	28.80
FUN EXPRESS LLC	FALL FEST BAG SUPPLIES	01450 - 4595	133.60
GREEN PROPANE INC.	HEDGEHOG GRIL PROPANE	01450 - 3600	398.71
IMPERIAL BAG & PAPER LLC	MAINTENANCE SUPPLIES	01450 - 3730	552.41
	SOAP	01450 - 3730	167.10
	TRASH BAGS	01450 - 3730	65.18
JOHN KENNY	SWIM INSTRUCTOR	01450 - 4593	12.00
	SWIM INSTRUCTOR	01450 - 4593	144.00
JULES AND ASSOCIATES INC	FITNESS CENTER EQUIPMENT LEASE	01450 - 4593	12,564.00
KISTLER - O'BRIEN INC	SPRINKLER INSPECTION	01450 - 3730	450.00
M.A.D. EXTERMINATORS, INC.	PEST CONTROL	01450 - 3730	125.00
METEOR WAVE LLC	FLEMING TECH CAMP	01450 - 4593	290.00
MR JOHN INC	POTTIES SWEDELAND PARK	01450 - 4593	74.00
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	01450 - 3750	0.71
PARK & REC EXPENSE CARD	FLAG FOOTBALL JERSEYS	01450 - 4593	187.40
	FLAG FOOTBALL JERSEYS	01450 - 4593	375.00
	FLAG FOOTBALL JERSEYS	01450 - 4593	500.00
	ONLINE CALENDAR	01450 - 2200	64.00
	ONLINE CALENDAR	01450 - 2200	64.00
	PESTICIDE LICENSE	01450 - 2200	35.00
	POOL COOLER WATER	01450 - 2211	66.45
	SPOTIFY OCTOBER	01450 - 2200	15.89
	STAFF LUNCH	01450 - 2200	35.55
PECO ENERGY	ELEC EXECUTIVE ESTATES	01450 - 3600	28.49
	ELEC PARK BEHIND TWP BUILDING	01450 - 3600	25.40
	ELEC TWP BUILDING PARK	01450 - 3600	218.60
	ELECTRIC BAXTER FIELD	01450 - 3600	1,284.09
	ELECTRIC BOB WHITE	01450 - 3600	65.89
	ELECTRIC COMM CENTER	01450 - 3600	7,191.02
	ELECTRIC GAZEBO	01450 - 3600	247.26
	ELECTRIC HEUSER PARK	01450 - 3600	2,684.40
	ELECTRIC POOL	01450 - 3600	983.06
	ELECTRIC SWEDELAND PARK	01450 - 3600	200.48
	ELECTRIC WALKER PARK	01450 - 3600	744.20
	GAS COMM CENTER	01450 - 3600	144.55
	LIGHTS WALKER PARK	01450 - 3600	692.52
RICHTER DRAFTING & OFFICE SUPPLY CO.	OFFICE CALENDARS	01450 - 2100	139.07
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	01450 - 3840	133.00
	RICOH USAGE	01450 - 3840	2.23
	RICOH USAGE	01450 - 3840	4.86
	RICOH USAGE	01450 - 3840	90.17
S & S WORLDWIDE	BASKETBALLS	01450 - 4599	76.74
SCHANK PRINTING INC.	BUSINESS CARDS	01450 - 2100	70.00
SIGNARAMA	HALLOWEEN CONTEST SIGNS	01450 - 4593	111.32
TREASURER OF MONTGOMERY COUNTY	FOOD PERMIT	01450 - 2200	80.00
UPPER MERION SENIOR SERVICE CENTER	4TH QTR20 SENIOR CENTER ALLOC	01450 - 2490	17,331.25
VALLEY FORGE SECURITY CENTER	COMM CENTER KEYS	01450 - 3730	220.00
	GARAGE DOOR REPAIR	01450 - 3730	255.00
WALLACE JANITORIAL	HEUSER CLEANING	01450 - 3730	629.52



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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
WASTE MANAGEMENT SOUTHEAST PA	COMMUNITY CENTER DUMPSTER	01450 - 3185	252.35
	<i>Total Park and Recreation</i>		<b>90,830.90</b>
<b>01493 TMA/Rambler/Other</b>			
AQUA PENNSYLVANIA	WATER SVC-135 E VF RD-SEP	01493 - 3600	11.78
GREATER VALLEY FORGE T.M.A.	AUG SVC LESS JUL19-AUG20 TIX	01493 - 3320	21,412.75
	RAMBLER SVC-SEP	01493 - 3320	20,738.46
PECO ENERGY	ELECTRIC/GAS 135 VF RD-SEP	01493 - 3600	26.75
	<i>Total TMA/Rambler/Other</i>		<b>42,189.74</b>
<b>01495 Misc. Expense</b>			
HALOSIL INTERNATIONAL INC	HALOMIST DISINFECTANT	01495 - 9700	315.00
	HALOMIST DISINFECTANT	01495 - 9700	945.00
	<i>Total Misc. Expense</i>		<b>1,260.00</b>
<b>03301 Fire - Property Taxes</b>			
REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	03301 - 0200	350.58
	REFUND 200 N WARNER RD	03301 - 0200	428.29
	REFUND 200 N WARNER RD	03301 - 0200	94.13
	REFUND 433 DOROTHY DR	03301 - 0600	2.08
	REFUND 601 BOXFORD CIRCLE	03301 - 0100	3.08
	REFUND 900 RIVER RD	03301 - 0100	25.54
	REFUND 900 RIVER RD	03301 - 0100	140.46
	REFUND 990 NATTON CT	03301 - 0100	0.30
	<i>Total Fire - Property Taxes</i>		<b>1,044.46</b>
<b>04301 Library - Property Taxes</b>			
REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	04301 - 0200	1,855.15
	REFUND 200 N WARNER RD	04301 - 0200	2,266.37
	REFUND 200 N WARNER RD	04301 - 0200	498.13
	REFUND 433 DOROTHY DR	04301 - 0600	9.64
	REFUND 601 BOXFORD CIRCLE	04301 - 0100	14.25
	REFUND 900 RIVER RD	04301 - 0100	118.24
	REFUND 900 RIVER RD	04301 - 0100	650.30
	REFUND 990 NATTON CT	04301 - 0100	1.41
	<i>Total Library - Property Taxes</i>		<b>5,413.49</b>
<b>04456 Library</b>			
AMAZON.COM LLC	BOOKS	04456 - 2100	851.00
	BOOKS	04456 - 2472	53.05
	BOOKS	04456 - 2473	132.66
	BOOKS	04456 - 2476	359.66
	BOOKS	04456 - 2477	13.99
BAKER & TAYLOR INC	BOOKS	04456 - 2472	34.71
	BOOKS	04456 - 2472	115.18
	BOOKS	04456 - 2472	183.79
	BOOKS	04456 - 2472	248.54
	BOOKS	04456 - 2472	317.69
	BOOKS	04456 - 2472	328.04
	BOOKS	04456 - 2472	401.64
	BOOKS	04456 - 2472	461.36
	BOOKS	04456 - 2472	595.55
	BOOKS	04456 - 2472	601.59
	BOOKS	04456 - 2472	914.52
	BOOKS	04456 - 2472	1,189.73
	CH, BOOKS	04456 - 2473	25.84
	CH. BOOKS	04456 - 2473	44.72
	CH. BOOKS	04456 - 2473	61.22
	CH. BOOKS	04456 - 2473	356.33

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
BAKER & TAYLOR INC	Y.A.	04456 - 2480	11.49
BRODART COMPANY	SUPPLIES	04456 - 2100	221.64
CENGAGE LEARNING INC	LG. PRINT	04456 - 2481	50.23
	LG. PRINT	04456 - 2481	72.72
	LG. PRINT	04456 - 2481	74.97
	LG. PRINT	04456 - 2481	97.46
	LG. PRINT	04456 - 2481	128.22
	LG. PRINT	04456 - 2481	128.22
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	04456 - 1570	7,872.54
ENVISIONWARE INC	MCLINC	04456 - 3746	725.00
FINDAWAY WORLD LLC	MEDIA	04456 - 2476	746.76
GALE GROUP INC	LG. PRINT	04456 - 2481	22.50
	LG. PRINT	04456 - 2481	22.50
	LG. PRINT	04456 - 2481	50.23
	LG. PRINT	04456 - 2481	83.22
	LG. PRINT	04456 - 2481	146.19
LIBRARY EXPENSE CARD	SUPPLIES	04456 - 2100	189.74
MCLINC	MCLINC	04456 - 3746	255.00
MICROMARKETING LLC	MEDIA	04456 - 2476	25.99
	MEDIA	04456 - 2476	38.99
	MEDIA	04456 - 2476	149.97
	MEDIA	04456 - 2476	157.97
	MEDIA	04456 - 2476	159.98
	MEDIA	04456 - 2476	294.95
MIDWEST TAPE LLC	MEDIA	04456 - 2476	17.24
	MEDIA	04456 - 2476	19.99
	MEDIA	04456 - 2476	22.49
	MEDIA	04456 - 2476	45.72
OMNI PRESS INC	AD./PRINT./BIND.	04456 - 3400	125.00
OVERDRIVE	EBOOKS	04456 - 2483	369.45
PENNSYLVANIA LIBRARY ASSOC	DUES/MEM./SUB.	04456 - 4200	120.00
PETERSON'S NELNET LLC	BOOKS	04456 - 2472	31.42
RECORDED BOOKS INC	MEDIA	04456 - 2476	461.20
RICHTER DRAFTING & OFFICE SUPPLY CO.	SUPPLIES	04456 - 2100	54.00
	SUPPLIES	04456 - 2100	115.63
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	04456 - 3840	154.00
	RICOH USAGE	04456 - 3840	54.83

*Total Library* **20,608.26**

**05301 Muni - Property Taxes**

REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	05301 - 0200	748.63
	REFUND 200 N WARNER RD	05301 - 0200	914.58
	REFUND 200 N WARNER RD	05301 - 0200	201.02

*Total Muni - Property Taxes* **1,864.23**

**06301 Park Cap - Property Taxes**

REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	06301 - 0200	200.85
	REFUND 200 N WARNER RD	06301 - 0200	245.37
	REFUND 200 N WARNER RD	06301 - 0200	53.93
	REFUND 433 DOROTHY DR	06301 - 0600	0.90
	REFUND 601 BOXFORD CIRCLE	06301 - 0100	1.33
	REFUND 900 RIVER RD	06301 - 0100	11.06
	REFUND 900 RIVER RD	06301 - 0100	60.83
	REFUND 990 NATTON CT	06301 - 0100	0.13

*Total Park Cap - Property Taxes* **574.40**

**07301 Cap Tax - Property Taxes**

REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	07301 - 0200	566.04
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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	07301 - 0200	691.51
	REFUND 200 N WARNER RD	07301 - 0200	151.99
	REFUND 433 DOROTHY DR	07301 - 0600	5.17
	REFUND 601 BOXFORD CIRCLE	07301 - 0100	7.64
	REFUND 900 RIVER RD	07301 - 0100	63.34
	REFUND 900 RIVER RD	07301 - 0100	348.38
	REFUND 990 NATTON CT	07301 - 0100	0.75
	<b>Total</b>	<b>Cap Tax - Property Taxes</b>	<b>1,834.82</b>

**08364 Sanitation**

MISC	REFUND-205 VF LOOKOUT	08364 - 0200	149.50
	REFUND-431 YERKES-INTELLUS	08364 - 0300	8,085.11
	REFUND-442 ASHTON DR	08364 - 0200	149.50
	<b>Total</b>	<b>Sanitation</b>	<b>8,384.11</b>

**08421 Trout Run**

BROADVIEW NETWORKS	COMMUNICATION LINES 0920	08421 - 3210	119.87
BUCKMAN'S INC	SODIUM HYPOCHLORITE: 2,980 GAL	08421 - 2210	2,825.04
CONTROLEX SERVICE CORP	BRUSH HOLDER FOR PUMP MOTOR	08421 - 3700	450.00
	CALIBRATE EFFLUENT METERS	08421 - 3700	300.00
	LED LIGHT UPGRADES	08421 - 2500	834.00
	LED LIGHT UPGRADES	08421 - 3700	375.00
COYNE CHEMICAL	SODIUM BISULFITE	08421 - 2210	1,268.18
DAVE KORESKO LANDSCAPING	TREE REMOVAL	08421 - 3700	5,400.00
DEER PARK	COOLER WATER: TROUT RUN	08421 - 2200	47.42
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	08421 - 1570	3,594.55
GRAINGER - W.W.GRAINGER INC	LIME EXHAUST FAN	08421 - 2200	148.53
GRAYMONT	LIME FOR SLUDGE DEWATERING	08421 - 3186	5,773.90
M J REIDER ASSOCIATES INC	ANNUAL NPDES: TROUT RUN	08421 - 2250	700.00
	FORM U TESTING: TROUT RUN	08421 - 2250	1,745.00
	NPDES TESTING: TROUT RUN	08421 - 2250	6,806.50
	NPDES TESTING: TROUT RUN	08421 - 2250	8,434.60
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	08421 - 3750	1.90
PECO ENERGY	ELECTRIC: TROUT RUN	08421 - 3610	10,135.57
PENDERGAST SAFETY EQPT CORP	NITRILE GLOVES	08421 - 2200	217.51
	SAFETY SIGNS	08421 - 2446	73.31
POLYDYNE INC	POLYMER FOR SLUDGE DEWATERING	08421 - 3186	3,573.97
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	08421 - 3840	24.00
	RICOH USAGE	08421 - 3840	2.24
SUBURBAN PROPANE	CREDIT	08421 - 2200	-331.13
	PROPANE FOR HOT WATER	08421 - 3660	454.96
UNI-SELECT USA INC	UNIT 501: CABIN AIR PANEL	08421 - 3750	10.02
	UNIT 501: PARTS	08421 - 3750	74.09
	UNIT 501: VALVE COVER SET	08421 - 3750	75.61
UNIFIRST CORPORATION	UNIFORMS: TROUT RUN	08421 - 2380	115.42
WASTE MANAGEMENT SOUTHEAST PA	SLUDGE REMOVAL 8/27-9/3/20	08421 - 3186	6,202.40
	SLUDGE REMOVAL: 9/4 - 9/24	08421 - 3186	11,771.04
	WASTE REMOVAL: 8/26, 9/9	08421 - 3185	46.86
	<b>Total</b>	<b>Trout Run</b>	<b>71,270.36</b>

**08422 Matsunk**

AQUA PENNSYLVANIA	WATER: MATSUNK	08422 - 3660	512.95
ATLAS COPCO USA HOLDINGS INC	AIR COMPRESSOR VALVES	08422 - 3740	85.12
BROADVIEW NETWORKS	COMMUNICATION LINES 0920	08422 - 3210	179.88
BRUCE GINSBURG	MATSUNK PLUMBING REPAIRS	08422 - 3740	2,150.00
CONTROLEX SERVICE CORP	MATSUNK RPS VFD 1 REPAIRS	08422 - 2200	135.00
	MATSUNK RPS VFD 1 REPAIRS	08422 - 3700	300.00
DEER PARK	COOLER WATER: MATSUNK	08422 - 2200	52.77

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	08422 - 1570	3,356.48
EASTERN GENERATOR INC.	GENERATOR SERVICE	08422 - 3700	1,171.62
GRAINGER -W.W.GRAINGER INC	FILTERS FOR MAINTENANCE	08422 - 2200	93.20
	SUMP PUMP/FITTINGS	08422 - 2200	49.69
	SUMP PUMP/FITTINGS	08422 - 7400	234.95
	WARNING LIGHT/PVC FITTINGS	08422 - 2200	110.89
	Y-STRAINER & FITTINGS	08422 - 2200	211.04
	Y-STRAINER FOR HYPO SENSOR	08422 - 2200	144.84
JUSTIN WOLFE	2020 BOOTS: WOLFE	08422 - 2200	110.00
M J REIDER ASSOCIATES INC	ANNUAL NPDES: TROUT RUN	08422 - 2250	700.00
	NPDES TESTING: MATSUNK	08422 - 2250	6,786.50
	NPDES TESTING: MATSUNK	08422 - 2250	8,427.10
MARK BALE	2020 BOOTS: BALE	08422 - 2200	110.00
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	08422 - 3750	0.33
PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	7,534.14
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	33.44
	GAS: MATSUNK GARAGE	08422 - 3620	34.74
	GAS: MATSUNK PRESSROOM	08422 - 3620	30.82
PETRO CHOICE	OIL FOR MAINTENANCE	08422 - 2200	109.21
	OIL FOR MAINTENANCE	08422 - 2200	274.21
POLYDYNE INC	POLYMER FOR SLUDGE DEWATERING	08422 - 3186	3,573.97
PYRZ WATER SUPPLY CO, INC.	CHEMICAL PUMP & METER	08422 - 2500	3,920.00
	CHEMICAL PUMP & METER	08422 - 7400	1,253.00
RICOH AMERICAS CORPORATION	RICOH LEASE PAYMENT	08422 - 3840	26.00
	RICOH USAGE	08422 - 3840	2.12
UNIFIRST CORPORATION	UNIFORMS: MATSUNK	08422 - 2380	63.24
WALLACE JANITORIAL	ROLL TOWELS & TOILET PAPER	08422 - 2200	208.86
WASTE MANAGEMENT SOUTHEAST PA	SLUDGE REMOVAL: MATSUNK	08422 - 3186	2,948.66
	WASTE REMOVAL: MATSUNK	08422 - 3185	46.86
WATER ENVIRONMENT FEDERATION	2020 DUES: MCKERNAN (WEF)	08422 - 4200	130.00
	<b>Total Matsunk</b>		<b>45,111.63</b>

**08423 Collections**

AQUA PENNSYLVANIA	CREDIT: WATER REFUND	08423 - 3660	-0.39
	WATER: BALLIGO PS	08423 - 3660	12.35
BERGEY'S FORD INC.	UNIT 722: PARTS	08423 - 3750	94.20
BOB'S AUTO PARTS	UNIT 722: BRAKE PADS	08423 - 3750	61.28
CARL FARRELL	2020 BOOTS: FARRELL	08423 - 2200	110.00
COLLIFLOWER INC	UNIT 725: HOSE FITTINGS	08423 - 3750	23.90
CONTROLEX SERVICE CORP	KING MANOR PS PUMP REPLACEMENT	08423 - 3780	1,200.00
	PUMP LEAK: SWEDSBURG PS	08423 - 3780	1,538.00
	ROSS ROAD PS: PUMP 2 REPAIRS	08423 - 3780	4,145.00
DEER PARK	COOLER WATER: MATSUNK	08423 - 3760	53.87
DELAWARE VALLEY WORKERS' COMPENS	SHARE OF WORK COMP INS-4TH QTR	08423 - 1570	4,330.00
EASTERN GENERATOR INC.	DEKALB PS GENERATOR REPAIR	08423 - 3780	308.46
	GENERATOR SERVICE	08423 - 3700	4,553.22
FASTENAL COMPANY	FUEL TANK EYEBOLTS	08423 - 3760	27.05
	FUEL TANK EYEBOLTS	08423 - 3760	93.66
GOLDEN EQUIPMENT	BLADES FOR TV CAMERA	08423 - 3760	114.63
HOOVER TRUCK CENTERS, INC.	UNIT 725: PARTS	08423 - 3750	155.45
MSC INDUSTRIAL INC	MISCELLANEOUS HARDWARE	08423 - 3750	15.08
NORCINI'S AUTO BODY	UNIT 728 REPAIRS	08423 - 3750	1,792.29
PECO ENERGY	ELECTRIC/GAS: GLENN ROSE PS	08423 - 3610	143.82
	ELECTRIC/GAS: KING MANOR PS	08423 - 3610	615.01
	ELECTRIC/GAS: ROSS RD PS	08423 - 3610	247.01
	ELECTRIC: ABRAMS PS	08423 - 3610	1,509.20
	ELECTRIC: BALLIGO PS	08423 - 3610	1,857.99

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>	
PECO ENERGY	ELECTRIC: DEKALB PS	08423 - 3610	164.35	
	ELECTRIC: FLINT HILL PS	08423 - 3610	279.39	
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	27.40	
	ELECTRIC: MATSONFORD PS	08423 - 3610	36.93	
	ELECTRIC: MATSONFORD PS	08423 - 3610	455.48	
	ELECTRIC: SWEDELAND PS	08423 - 3610	1,233.83	
	ELECTRIC: SWEDESBERG PS	08423 - 3610	255.12	
	ELECTRIC: VALLEYBROOK PS	08423 - 3610	217.73	
	ELECTRIC: VF CASINO VAULT	08423 - 3610	32.10	
	GAS: SWEDESBERG PS	08423 - 3610	34.58	
	PENNA AMERICAN WATER CO.	WATER: DEKALB PS	08423 - 3660	16.07
		WATER: FLINT HILL PS	08423 - 3660	17.50
		WATER: KING MANOR PS	08423 - 3660	62.00
	PENNSYLVANIA ONE CALL SYSTEMS, INC	PA ONE CALL: COLLECTIONS	08423 - 3760	360.23
RICOH AMERICAS CORPORATION		RICOH LEASE PAYMENT	08423 - 3840	116.00
UNIFIRST CORPORATION	RICOH USAGE	08423 - 3840	9.76	
	UNIFORMS: COLLECTIONS	08423 - 2380	161.03	
VERIZON	UNIFORMS: COLLECTIONS	08423 - 2380	333.11	
	WELDON AUTO PARTS INC	COM,MUNICATION LINES 0920	08423 - 3210	364.98
	UNIT 725: PARTS	08423 - 3750	8.94	
	<b>Total Collections</b>		<b>27,187.61</b>	

**08425 Public Works-Admin**

AQUA PENNSYLVANIA	2ND QTR20 COMM CONSMP DATA	08425 - 2100	164.70
BERKONE	2ND QTR20 COMM BILLING (866)	08425 - 2100	628.23
	2ND QTR20 COMM BILLING-SURVEY	08425 - 2100	42.25
PENNA AMERICAN WATER CO.	2ND QTR20 COMM SWR CONSMP DATA	08425 - 2100	29.28
	<b>Total Public Works-Admin</b>		<b>864.46</b>

**08427 Wastewater**

ADMIN HARRIS	PASEO TRAINING	08427 - 7460	200.00
AMAZON CAPITAL SERVICES, INC.	MIPP COVID SAFETY ITEMS	08427 - 7460	22.37
M J REIDER ASSOCIATES INC	MIPP SAMPLING: ARKEMA	08427 - 7460	550.00
	MIPP SAMPLING: CTI	08427 - 7460	398.00
	MIPP SAMPLING: GSK	08427 - 7460	1,728.00
	MIPP SAMPLING: HOPE'S COOKIES	08427 - 7460	373.00
	MIPP SAMPLING: MIDDLETON	08427 - 7460	565.00
	MIPP SAMPLING: MONTCO	08427 - 7460	978.00
	MIPP SAMPLING: RENMATIX	08427 - 7460	490.00
	MIPP SAMPLING: WORKHORSE	08427 - 7460	505.00
	<b>Total Wastewater</b>		<b>5,809.37</b>

**10301 Open Space - Property Taxes**

REAL ESTATE REFUNDS	REFUND 200 N WARNER RD	10301 - 0200	346.93	
	REFUND 200 N WARNER RD	10301 - 0200	423.83	
	REFUND 200 N WARNER RD	10301 - 0200	93.15	
	REFUND 433 DOROTHY DR	10301 - 0600	1.56	
	REFUND 601 BOXFORD CIRCLE	10301 - 0100	2.30	
	REFUND 900 RIVER RD	10301 - 0100	19.10	
	REFUND 900 RIVER RD	10301 - 0100	105.06	
	REFUND 990 NATTON CT	10301 - 0100	0.54	
		<b>Total Open Space - Property Taxes</b>		<b>992.47</b>

**18400 CAPITAL - Administration**

CARGO TRAILER SALES INC	2021 ENCLOSED ALUMINUM TRAILER	18400 - 07951	5,121.00
	TRAILER EQUIPT	18400 - 07951	30.93
	TRAILER EQUIPT	18400 - 07951	1,250.92
TYLER TECHNOLOGIES INC	TIME/ATTENDANCE-IMPLEMENTATION	18400 - 07408	640.00
	<b>Total CAPITAL - Administration</b>		<b>7,042.85</b>

**UPPER MERION TOWNSHIP**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
<b>18407 CAPITAL - Information Tech</b>			
ADMIN HARRIS	HARD DRIVES FOR VIDEO 56	18407 - 07403	1,489.75
	REPLACEMENT HARD DRIVES	18407 - 07403	125.95
CDW-G INC #3418616	DELL DOCK CODES	18407 - 07903	104.10
	REPLACEMENT PC'S	18407 - 07903	2,688.20
	SERVER 2019 LICENSES	18407 - 07904	617.04
	<b>Total CAPITAL - Information Tech</b>		<b>5,025.04</b>
<b>18408 CAPITAL - Planning</b>			
COUNTY OF MONTGOMERY	CONSULTING SERVICES	18408 - 07745	4,677.75
	<b>Total CAPITAL - Planning</b>		<b>4,677.75</b>
<b>18410 CAPITAL - Police</b>			
NEW HOLLAND AUTO GROUP	2020 PATROL CAR UNIT 16	18410 - 07951	36,582.00
	<b>Total CAPITAL - Police</b>		<b>36,582.00</b>
<b>18411 CAPITAL - Fire and EMS</b>			
A & E CONSTRUCTION CO	CONSTR MGMT STA 56 HQ	18411 - 07889	10,585.00
A-DUCT MECHANICAL LLC	56HQ FLOOR FIT-OUT-MECH APP#2	18411 - 07889	7,820.00
BERNARDON PC	CONTRACT ADMIN SVCS STA 56 HQ	18411 - 07889	1,800.00
F W HOUDER INC	56HQ FLOOR FIT-OUT-ELEV APP#2	18411 - 07889	1,800.00
	56HQ FLOOR FIT-OUT-PLBMG APP#1	18411 - 07889	20,080.80
MASER CONSULTING INC	INSP PROF SVCS THROUGH 9/20	18411 - 07889	2,117.50
THE FAYETTE GROUP INC	56HQ FLOOR FIT-OUT-GC APP#3	18411 - 07889	79,234.78
WHITEMARSH ELECTRIC INC	56HQ FLOOR FIT-OUT-ELEC APP#2	18411 - 07889	7,119.17
	<b>Total CAPITAL - Fire and EMS</b>		<b>130,557.25</b>
<b>18421 CAPITAL - Trout Run</b>			
CONTROLEX SERVICE CORP	BRUSH HOLDER FOR PUMP MOTOR	18421 - 07741	8,400.00
	NEW RATIO CONTROLLER/HYPO PUMP	18421 - 07741	3,530.00
G C ZARNAS & CO INC	WPCC PAINT & COATINGS	18421 - 07742	53,027.58
WALKER PROCESS EQUIPMENT	GRIT SCREW	18421 - 07741	12,100.00
	<b>Total CAPITAL - Trout Run</b>		<b>77,057.58</b>
<b>18422 CAPITAL - Matsunk</b>			
G C ZARNAS & CO INC	WPCC PAINT & COATINGS	18422 - 07742	94,272.00
	<b>Total CAPITAL - Matsunk</b>		<b>94,272.00</b>
<b>18423 CAPITAL - Collections</b>			
SCAVELLO & SONS	CLOGGED LATERAL: STRAWBERRY LN	18423 - 07671	300.00
T.S.T. INC	MANHOLE REPAIR: CROTON ROAD	18423 - 07671	1,819.50
	SEWER REPAIR: ARDEN ROAD	18423 - 07671	1,644.50
	<b>Total CAPITAL - Collections</b>		<b>3,764.00</b>
<b>18430 CAPITAL - Transportation</b>			
ARMOUR & SONS ELECTRIC	TRAFFIC LOOP: SWEDELAND/RIVER	18430 - 07407	1,281.00
MARINO CORPORATION	DEKALB SIDEWALK: INVOICE 01	18430 - 07662	57,616.24
	DEKALB SIDEWALK: INVOICE 02	18430 - 07662	163,129.67
	DEKALB SIDEWALK: INVOICE 03	18430 - 07662	44,083.94
T & M ASSOCIATES	ENGINEERING: DEKALB SIDEWALK	18430 - 07662	1,981.38
	<b>Total CAPITAL - Transportation</b>		<b>268,092.23</b>
<b>18450 CAPITAL - Park and Recreation</b>			
GENERAL RECREATION INC	PLAYGROUND RENOVATION	18450 - 07126	126,523.84
	PLAYGROUND RENOVATION PROJECT	18450 - 07122	127,059.10
MKSD LLC	POOL STUDY	18450 - 07136	9,815.00
VALLEY FORGE SECURITY CENTER	COMMUNITY CENTER CAMERAS	18450 - 07120	2,228.50
	<b>Total CAPITAL - Park and Recreation</b>		<b>265,626.44</b>
<b>19200 UM Foundation</b>			
MISC	20 BCA-LAUREL HOUSE	19200 - 0100	2,500.00

**UPPER MERION TOWNSHIP**

**Invoices for Approval**

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MISC	20 BCA-SUPR T'S MAST CELL FOUN	19200 - 0100	750.00
	20 BCA-UM BAPT NURSY SCHL	19200 - 0100	500.00
	20 BCA-UM COMM CUPBOARD	19200 - 0100	5,000.00
	20 BCA-UM PARK & HIST	19200 - 0100	2,500.00
	20 BCA-UM SHADE TREE COMM	19200 - 0100	1,000.00
	20 BCA-UM TREE TENDERS	19200 - 0100	1,000.00
	20 BCA-VICTIM SVCS OF MONTCO	19200 - 0100	2,000.00
UPPER MERION AREA SCHOOL DIST	20 BCA-UMASD-SOCIAL WRK FUND	19200 - 0100	5,000.00
	<b>Total</b>		<b>20,250.00</b>
	<b>UM Foundation</b>		
<b>40200 Escrow Payables</b>			
HAMBURG RUBIN MULLIN MAXWELL &LU	DEVELOPERS ESCROW	40200 - 7200	35.00
	DEVELOPERS ESCROW	40200 - 7200	52.50
	DEVELOPERS ESCROW	40200 - 7200	105.00
	DEVELOPERS ESCROW	40200 - 7200	122.50
	DEVELOPERS ESCROW	40200 - 7200	280.00
	DEVELOPERS ESCROW	40200 - 7200	1,505.00
MCMAHON ASSOCIATES INC	DEVELOPERS ESCROW	40200 - 7200	97.50
	DEVELOPERS ESCROW	40200 - 7200	837.50
	DEVELOPERS ESCROW	40200 - 7200	1,600.00
	DEVELOPERS ESCROW	40200 - 7200	4,844.00
REMINGTON & VERNICK ENGINEERS II, INC	DEVELOPERS ESCROW	40200 - 7200	145.50
	DEVELOPERS ESCROW	40200 - 7200	150.00
	DEVELOPERS ESCROW	40200 - 7200	150.00
	DEVELOPERS ESCROW	40200 - 7200	150.00
	DEVELOPERS ESCROW	40200 - 7200	162.00
	DEVELOPERS ESCROW	40200 - 7200	369.00
	DEVELOPERS ESCROW	40200 - 7200	519.00
	DEVELOPERS ESCROW	40200 - 7200	826.00
	DEVELOPERS ESCROW	40200 - 7200	2,089.00
	DEVELOPERS ESCROW	40200 - 7200	2,338.00
	<b>Total</b>		<b>16,377.50</b>
	<b>Escrow Payables</b>		
<b>99420 Health &amp; Welfare</b>			
FITNESS EXCHANGE INC	EQUIPMENT FOR GYM	99420 - 3158	2,499.00
	GYM EQUIPMENT	99420 - 3158	2,249.10
	GYM EQUIPMENT	99420 - 3158	2,499.00
FITNESS REIMB	1ST QTR20 FITNESS REIMB	99420 - 1950	150.00
	1ST QTR20 FITNESS REIMB	99420 - 1950	150.00
	1ST QTR20 FITNESS REIMB	99420 - 1950	248.85
	1ST-3RD QTR20 FITNESS REIMB	99420 - 1950	88.10
	3RD QTR20 FITNESS REIMB	99420 - 1950	59.97
	3RD QTR20 FITNESS REIMB	99420 - 1950	72.81
	3RD QTR20 FITNESS REIMB	99420 - 1950	100.00
	3RD QTR20 FITNESS REIMB	99420 - 1950	104.97
	3RD QTR20 FITNESS REIMB	99420 - 1950	114.10
	3RD QTR20 FITNESS REIMB	99420 - 1950	126.00
	3RD QTR20 FITNESS REIMB	99420 - 1950	150.00
	3RD QTR20 FITNESS REIMB	99420 - 1950	182.86
	<b>Total</b>		<b>8,794.76</b>
	<b>Health &amp; Welfare</b>		
			<b>2,116,202.38</b>

**UPPER MERION TOWNSHIP  
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<b>01138</b>	<b>Due from Developers</b>	<b>44,140.99</b>
<b>01150</b>	<b>Gas/Diesel/Postage</b>	<b>13,738.48</b>
<b>01301</b>	<b>GF - Property Taxes</b>	<b>11,676.32</b>
<b>01310</b>	<b>511 Taxes</b>	<b>77,122.62</b>
<b>01362</b>	<b>Public Safety</b>	<b>2,439.00</b>
<b>01367</b>	<b>Park &amp; Recreation</b>	<b>1,693.00</b>
<b>01377</b>	<b>Transit</b>	<b>-1,586.00</b>
<b>01380</b>	<b>Miscellaneous</b>	<b>4,175.00</b>
<b>01395</b>	<b>Reimbursements</b>	<b>-2,002.50</b>
<b>01402</b>	<b>Accounting</b>	<b>49,743.10</b>
<b>01403</b>	<b>Tax Collection</b>	<b>70.00</b>
<b>01407</b>	<b>Information Technology</b>	<b>7,178.47</b>
<b>01408</b>	<b>Planning</b>	<b>3,693.14</b>
<b>01410</b>	<b>Police</b>	<b>99,327.63</b>
<b>01411</b>	<b>Fire and EMS</b>	<b>416,616.13</b>
<b>01413</b>	<b>Codes Enforcement</b>	<b>7,021.48</b>
<b>01430</b>	<b>Transportation</b>	<b>49,666.86</b>
<b>01432</b>	<b>PW-Vehicle Maintenance</b>	<b>2,856.53</b>
<b>01434</b>	<b>PW-Park Maintenance</b>	<b>44,411.23</b>
<b>01436</b>	<b>PW-Building Maintenance</b>	<b>20,861.19</b>
<b>01450</b>	<b>Park and Recreation</b>	<b>90,830.90</b>
<b>01493</b>	<b>TMA/Rambler/Other</b>	<b>42,189.74</b>
<b>01495</b>	<b>Misc. Expense</b>	<b>1,260.00</b>
<b>03301</b>	<b>Fire - Property Taxes</b>	<b>1,044.46</b>
<b>04301</b>	<b>Library - Property Taxes</b>	<b>5,413.49</b>
<b>04456</b>	<b>Library</b>	<b>20,608.26</b>
<b>05301</b>	<b>Muni - Property Taxes</b>	<b>1,864.23</b>
<b>06301</b>	<b>Park Cap - Property Taxes</b>	<b>574.40</b>



**UPPER MERION TOWNSHIP  
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<b>07301</b>	<b>Cap Tax - Property Taxes</b>	<b>1,834.82</b>
<b>08364</b>	<b>Sanitation</b>	<b>8,384.11</b>
<b>08421</b>	<b>Trout Run</b>	<b>71,270.36</b>
<b>08422</b>	<b>Matsunk</b>	<b>45,111.63</b>
<b>08423</b>	<b>Collections</b>	<b>27,187.61</b>
<b>08425</b>	<b>Public Works-Admin</b>	<b>864.46</b>
<b>08427</b>	<b>Wastewater</b>	<b>5,809.37</b>
<b>10301</b>	<b>Open Space - Property Taxes</b>	<b>992.47</b>
<b>18400</b>	<b>CAPITAL - Administration</b>	<b>7,042.85</b>
<b>18407</b>	<b>CAPITAL - Information Tech</b>	<b>5,025.04</b>
<b>18408</b>	<b>CAPITAL - Planning</b>	<b>4,677.75</b>
<b>18410</b>	<b>CAPITAL - Police</b>	<b>36,582.00</b>
<b>18411</b>	<b>CAPITAL - Fire and EMS</b>	<b>130,557.25</b>
<b>18421</b>	<b>CAPITAL - Trout Run</b>	<b>77,057.58</b>
<b>18422</b>	<b>CAPITAL - Matsunk</b>	<b>94,272.00</b>
<b>18423</b>	<b>CAPITAL - Collections</b>	<b>3,764.00</b>
<b>18430</b>	<b>CAPITAL - Transportation</b>	<b>268,092.23</b>
<b>18450</b>	<b>CAPITAL - Park and Recreation</b>	<b>265,626.44</b>
<b>19200</b>	<b>UM Foundation</b>	<b>20,250.00</b>
<b>40200</b>	<b>Escrow Payables</b>	<b>16,377.50</b>
<b>99420</b>	<b>Health &amp; Welfare</b>	<b>8,794.76</b>
<b>TOTAL AMOUNT A/P</b>		<b><u>2,116,202.38</u></b>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>
9/4/2020	\$829,980.73	\$98,747.39
9/18/2020	\$826,105.28	\$98,685.84

TOTAL PAYROLL	\$1,853,519.24
<b>TOTAL WARRANT</b>	<b><u><u>\$3,969,721.62</u></u></b>