

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
JUNE 8, 2023 MEETING ~ 7:00 PM

AGENDA REVISED

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes:
5. Chairman's Comments:
6. Citizen Board Vacancies:
7. New Business:
 - A. Police Officer Promotions – Swearing-In by Judge James Gallagher
 - B. Police Collective Bargaining Agreement (CBA). Approval of a Memorandum of Understanding between the Township and the Police of Upper Merion Township amending the current Collective Bargaining Agreement for the contract years 2023 through 2027 as outlined in said memorandum.
 - C. Proclamation to Honor Juneteenth – June 19, 2023
 - D. Consent Agenda re:
 1. Resolution 2023-19 – Disposition of Township Records. Authorization to dispose of Township Records as described in said resolution in accordance with the PA Municipal Records Act.
 2. Resolution 2023-20 – Mancill Mill Townhouse Development Act 537 Sewer Facilities Planning Module. Approval of the Sewage Facilities Planning module for the Mancill Mill Townhouse Development, Mancill Mill Road, and authorize the proper Township Officials to submit the modules to PA DEP approval as a revision to the Township's Act 537 Sewage Facilities Plan.
 3. Resolution No. 2023- 21. Disposition of Personal Property. Authorization to sale at auction a used Ford escape and Explorer with a value of approximately \$7000.
 4. Abrams PAS/Valley Brook PS/Trout Run PS Upgrade Project – Contract Payment No. 4 – Blooming Glen Contractors. Approval of Payment Application No. 4 to Blooming Glen Contractors in the amount of \$21,565.39 for work completed to date on the upgrade project as recommended by the Township Consulting Engineer.
 - E. Business Tax Appeal – Kooma III, LLC., 201 Main Street, King of Prussia. To consider a Business Tax Appeal from Kooma III, LLC., 201 Main Street, King of Prussia requesting the waiver of late fees tax years for 2020 & 2021.
 - F. Public Hearing – An Ordinance amending the Upper Merion Township Zoning Code, Section 165-219.1, Conditional Use Procedure, to require Conditional Use

Applications to be submitted to the Upper Merion Planning Commission, and applicants to appear before the Planning Commission, prior to the Conditional Use Hearing.

- G. Preliminary/Final Land Development Plan – Norcini, 121 East Church Road. Consideration of a preliminary/final Land Development Plan for Charles & Janet Norcini, 121 E. Church Road, prepared by Woodrow & Associates, dated January 3, 2023, as revised for the construction of a 1,080 sq. ft. pole barn and associated improvements on the 43,380 sq. ft property, including waivers as outlined in said resolution. LI Limited Industrial. Resolution 2023-18
 - H. Montgomery 2023 Montgomery County Consortium Fuel Contract Bid Award - Awarding of the 2023 Consortium Fuel Contract, as bid by Upper Merion Township on behalf of the Consortium, to Petroleum Traders of Fort Wayne, Indiana for the bid prices as follows: as follows:
 - 1. Regular Unleaded Gasoline (87 oct) - Oil Price Information Service (OPIS) Philadelphia weekly average plus \$0.1311 Bidder Margin.
 - 2. Super Unleaded Gasoline (93 oct) – OPIS Philadelphia Weekly average plus \$0.0290 Bidder Margin.
 - 3. B2 Diesel - OPIS Philadelphia Weekly average plus \$0.2350 Bidder Margin.
 - I. Professional Services Agreement – Wastewater Treatment Pump and Control Replacement Project- ARRO Consulting. Consideration of a Professional Services Agreement in the amount of \$60,990.00 with ARRO Consulting of West Chester, PA for the design, bidding administration, and construction inspection services for the 2023 Pump and Control Replacement Project at the Trout Run Water Control Center's main station, Abrams pump station and the Balligomingo pump station recommended by the Director of Public Works.
 - J. Professional Services Agreement – 2023 Water Pollution Control Center Headworks Influent Screening Unit Modification Project- ARRO Consulting. Consideration of a Professional Services Agreement in the amount of \$99,030.00 with ARRO Consulting of West Chester, PA for the design, bidding administration, and construction inspection services for the 2023 Water Pollution Control Center Headworks Influent Screening Unit Modification Project at the Matsunk and Trout Run treatment centers as recommended by the Director of Public Works.
 - K. Permission to Advertise – Single Use Product Ordinance. Authorization to advertise a proposed Ordinance for consideration at the July 14, 2023 Business meeting which will regulate the distribution and use of single use products within the Township, including plastic bags, utensils, straws and polystyrene containers order to protect the health, safety and welfare of the residents by reducing plastics pollution.
- 8. Accounts Payable & Payrolls.
 - 9. Additional Business.
 - 10. Public Comment.
 - 11. Adjournment.

CITIZEN BOARDS/COMMISSIONS VACANCIES
AS OF APRIL 14, 2023

Current Vacancies:

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

TO: Anthony Hamaday, Township Manager
FROM: Chief Thomas Nolan, Police Department
DATE: May 15, 2023
SUBJECT: Swearing In Ceremony

I am requesting to include the formal swearing in ceremony on the agenda for the June 8, 2023 Board of Supervisor's Meeting, for members of the department who are being promoted as a result of the vacancy that occurred due to the retirement of Sergeant Andrew Fidler.

The candidates for promotion are:

Cpl. Marty Menago – To be promoted to Sergeant
Officer Scott Samuels– To be promoted to Corporal

Marty Menago and Scott Samuels are being promoted because they are next on the eligibility list for the most recent promotional process.

Magisterial District Judge James Gallagher will perform the ceremony.

I am requesting that these promotions become effective at 0700 hours on June 12, 2023.

PROCLAMATION

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

WHEREAS, Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

WHEREAS, June 19th has a special meaning to African-Americans, and is called “JUNETEENTH” combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years.

NOW, THEREFORE, BE IT PROCLAIMED, the Board of Supervisors of Upper Merion Township do hereby declare June 19, 2023, as

JUNETEENTH

in the Township of Upper Merion, and urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation.

PROCLAIMED this 8th day of June, 2023 in Upper Merion Township, King of Prussia, Pennsylvania.

ATTEST:

BOARD OF SUPERVISORS:

ANTHONY HAMADAY
TOWNSHIP MANAGER

TINA GARZILLO
CHAIRPERSON

RESOLUTION NO. 2023-19

DISPOSITION OF TOWNSHIP RECORDS

WHEREAS, by virtue of Resolution 2014-32, adopted on June 26, 2014, Upper Merion Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records approved in December 2008; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes final disposition on or after June 15, 2023 of the following public records:

1999-2011	Budget files
2011-2014	Bank Statements/Journal Entries
1995-1998	UM Transportation Authority meeting files & requisitions
1993-1998	UM Utility Authority meeting files
1971-1983	UM Sewer Authority meeting files
1983,1992/93	Contract/Bid Files
1997-1998	Contract/Bid Files
2009-2017	Payroll W-2's, Time Sheets, Reports
2003-2016	Accounts Receivable & Sewer receipt reports
1987-2011	Act 511 reports, business files, receipts
2000-2020	Miscellaneous correspondence files from former Recording Secretary, Asst. to the Township Manager and Asst. Manager

AND FURTHER BE IT RESOLVED that the final disposition action will be carried out by Rapid Recycling and certification received by the Township to this effect.

RESOLVED this 8th day of June, 2023 by the Board of Supervisors of Upper Merion Township.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

**ANTHONY HAMADAY
TOWNSHIP MANAGER**

**TINA GARZILLO
CHAIRPERSON**

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BOARD OF SUPERVISORS:

**ANTHONY HAMADAY
TOWNSHIP MANAGER**

**TINA GARZILLO
CHAIRPERSON**



RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

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

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

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

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☐ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☒ other, (please specify). proposed Authority owned and operated low pressure sewer system with HOA owned and operated gravity sanitary sewer laterals and duplex grinder pump stations with low pressure service connections servicing multiple townhouse units that will discharge to the exsiting gravity public sanitary sewer system in Mancill Mill Road.

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

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

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

I _____, Secretary, Upper Merion Township
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2023-20, adopted, June 8, 2023.

Municipal Address:

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

Seal of
Governing Body

RESOLUTION NO.

DISPOSITION OF TOWNSHIP PERSONAL PROPERTY

WHEREAS, Upper Merion Township is the owner of certain personal property hereinafter described, which the Board has determined should be sold or otherwise disposed of; and

WHEREAS, the personal property in question has an estimated minimum sale value for each vehicle/equipment as listed below.

NOW, THEREFORE, in consideration of the foregoing, it is hereby resolved by the Board of Supervisors of Upper Merion Township, as follows:

Upper Merion Township shall dispose of the following personal property at auction:

<u>Vehicle/Equip</u>	<u>VIN. #</u>	<u>\$ Est Value.</u>
Ford Escape	1FMYU931X6KD34285	\$2000
Ford Interceptor	1FM5K8AR9HGD13901	\$5000

It is the estimate of the Board of Supervisors that said personal property has a total estimated sale value of \$7000.00. J.J. Kane Auctions in Plymouth Meeting will handle the sale of these items.

The Township Manager is hereby authorized to dispose of the personal property mentioned above at auction.

RESOLVED:

ATTEST:

UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS

Anthony Hamaday
TOWNSHIP MANAGER

Tina Garzillo
CHAIRMAN



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

June 5, 2023

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

RE: Upper Merion Township;
Abrams PS/Valley Brook PS/Trout Run PS
Equipment Replacement;
Payment Application #4
ARRO # 10962.14

Dear Geoff,

Please find one (1) electronic copy of Application for Payment No. 4, period ending May 30, 2023, from Blooming Glen Contractors (Blooming Glen) for the above referenced project. We have reviewed the application in accordance with the work completed to date.

We recommend that the Township approve payment to Blooming Glen, in the amount of \$21,565.39 for this Application.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, which appears to read 'William L. Bohner, Jr.', is written over a faint, larger version of the same signature.

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

Enclosures

c: Robert McKernan – Upper Merion Township
Blooming Glen Contractors

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

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

TO (OWNER): Upper Merion Township PROJECT NO.: 10962.14 PERIOD TO: 05/30/2023
 FROM (CONTRACTOR): Blooming Glen Contractors Inc., Water and Wastewater Services CONTRACT DATE: 1/13/22
 CONTRACT FOR: Abrams PS/Valley Brook PS/Trout Run Main PS Equipment Replacement PAGE 1 OF 2

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

1. ORIGINAL CONTRACT SUM	\$ 452,081
2. Net change by Change Orders	\$ 81,120.06
3. CONTRACT SUM TO-DATE (Line 1±2)	\$ 533,201.06
4. TOTAL COMPLETED TO-DATE (Columns D+E on Page 2)	\$ 353,250.24
5. RETAINAGE:	
a. 10 % of Completed Work	\$ 35,325.02
b. % of Stored Materials	\$ 0
TOTAL RETAINAGE	\$ 35,325.02
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$ 317,925.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Application)	\$ 296,359.83
8. CURRENT AMOUNT DUE	\$ 21,565.39
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 215,275.84

CONTRACTOR'S CERTIFICATION:

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

Dated June 1 2023

Carly Henry

By Carly Henry, President & Asst. Secretary

(Rev 10/15/08)

Jennifer S. Kratz

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

Payment of the above CURRENT AMOUNT DUE is recommended.

Dated June 5 2023

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

Specs\Masters\Lrs&Frms\PmlApp_LS.XLS (LS)

APPLICATION FOR PAYMENT NO.

4

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

PERIOD TO: 05/30/2023

PROJECT NO.: 10962.14

PAGE 2 OF: 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	% Completed and Stored to Date (G+C)	H Balance to Finish (C-G)	Retainage
			Previous Applications D	This Period E					
1000-0001	BOND COST	\$9,138.00	9,138.00			9,138.00	1.000		913.80
1000-0002	PERMIT FEE	\$1,591.00	1,591.00			1,591.00	1.000		159.10
2000-0001	MOBILIZATION	\$3,195.00	3,195.00			3,195.00	1.000		319.50
2000-0002	FLOOR REPAIRS	\$1,247.00						1,247.00	
2000-0003	PURCHASE OF ALL ABRAMS PIPE & VALVES	\$80,784.00	80,784.00			80,784.00	1.000		8078.40
2000-0004	MATSINK DISCHARGE VALVES	\$24,015.00		14,409.00		14,409.00	0.600	9,606.00	1440.90
2000-0005	TROUT RUN DISCHARGE VALVES	\$24,015.00						24,015.00	
2000-0006	FLOW METER REPLACEMENTS	\$62,468.00	21,391.870	3,695.23		25,087.100	0.400	37,480.90	3695.23
3000-0001	BYPASS	\$5,477.00	5,477.00			5,477.00	1.000		547.70
3000-0002	DEMOLITION	\$5,631.00	5,631.00			5,631.00	1.000		563.10
3000-0003	PURCHASE OF ALL VALLEY BROOKE MATL.	\$36,988.00	36,988.00			36,988.00	1.000		3698.80
3000-0004	PIPE REPLACEMENT	\$11,403.00	11,403.00			11,403.00	1.000		1140.30
3000-0005	PUMP STATION REHAB	\$5,942.00	5,942.00			5,942.00	1.000		594.20
3000-0006	RESTORATION	\$592.00		592.00		592.00	1.000		59.20
4000-0001	DEMOLITION	\$6,099.00	6,099.00			6,099.00	1.000		609.90
4000-0002	FLOOR REPAIRS	\$836.00				836.00	1.000		83.60
4000-0003	CONCRETE	\$4,611.00	4,611.00			4,611.00	1.000		461.10
4000-0004	PURCHASE OF ALL TROUT RUN MATL.	\$136,310.00	122,679.00			122,679.00	0.900	13,631.00	12267.90
4000-0005	PIPING MODIFICATIONS	\$3,474.00	3,474.00			3,474.00	1.000		347.40
4000-0006	NEW PUMP & CONTROLS	\$9,145.00	4,572.500			4,572.500	0.500	4,572.50	457.25
5000-0001	MISC EXCAVATION	\$1,275.00	1,275.00			1,275.00	1.000		127.50
5000-0002	MISC 24 FILL	\$615.00						615.00	
5000-0003	MISC FORMED CONCRETE	\$2,670.00	574.000			574.000	1.000	2,096.00	57.40
5000-0004	MISC ASPHALT PAVING	\$5,636.00						5,636.00	
6000-0001	PERMITS & INSPECTIONS	\$7,900.00	3,647.230	3,652.77		7,299.999	1.000		729.99
CO No.	CHANGE ORDERS								
9000-0004	EXCAVATE & EXPOSE MATSINK FN	\$7,580.00						1,000	
9000-0005	WET TAP & LIFT STOP COMPLETE INSTALL'S	\$20,264.00						1,000	
9000-0006	BYPASS RENTAL SETUP AND REMOVAL	\$31,770.00						1,000	
9000-0007	PURCHASE & INSTALL BYPASS PIPING & VA	\$7,605.60						1,000	
9000-0008	STONE BACKFILL RESTORATION	\$2,367.12						1,000	
9000-0009	BOND COST	\$4,512.54		1,512.54		1,512.54	1.000		151.25
Totals			329,288.70	23,961.54		353,250.24	66.3%	179,950.82	35,325.02

**PETITION PURSUANT TO UPPER MERION
TOWNSHIP LOCAL TAXPAYER BILL OF RIGHTS**

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

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

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

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

1. Name of Taxpayer: Kooma III, LLC
2. Physical Address of Taxpayer: 201 Main St. Ste 100
King Prussia, PA 19406
3. Mailing Address of Taxpayer if different from above:
1107 Dawn Dr.
West Chester, PA 19380
4. Daytime Telephone Number of the Taxpayer. 267-474-0112
5. If the taxpayer is not an individual, state the name of the person affiliated with the taxpayer to whom correspondence and other notices should be directed, the title of the named individual, and the daytime telephone number of the named individual:
Name: Scott Kim
Address: 1107 Dawn Dr.
West Chester, PA 19380
Telephone No. 267-474-0112
4. Federal Employer Identification Number or Social Security Number of the Taxpayer:
83-4395333

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

TO : DIRECTOR, FBI (100-371000)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [Illegible]

RE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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

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

6. Is this Petition requesting a refund?

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

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

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

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

- ☐ Yes. ☐ No.

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

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

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

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

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research.

2. The second part of the report is a detailed description of the methodology used in the study. It includes information about the sample, the data collection methods, and the statistical analysis.

3. The third part of the report is a discussion of the results of the study. It compares the findings with the objectives of the research and discusses the implications of the results.

4. The fourth part of the report is a conclusion and a list of references. The conclusion summarizes the main findings of the study, and the references list the sources of information used in the research.

5. The fifth part of the report is a list of appendices. These appendices contain additional information that is relevant to the study but is not included in the main text.

6. The sixth part of the report is a list of figures and tables. These figures and tables provide a visual representation of the data and the results of the study.

7. The seventh part of the report is a list of footnotes. These footnotes provide additional information about the study and the sources of information used in the research.

8. The eighth part of the report is a list of references. These references list the sources of information used in the research.

9. The ninth part of the report is a list of appendices. These appendices contain additional information that is relevant to the study but is not included in the main text.

10. The tenth part of the report is a list of figures and tables. These figures and tables provide a visual representation of the data and the results of the study.

7. Is this Petition requesting a reassessment of taxes?

☐ No. (If no, go to question 8).

☒ Yes. (If yes, provide the information requested below).

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

March 21, 2023

b. You must attach a copy of the Tax Assessment Notice, Notice of Underpayment, or other notice you received from the Township concerning the assessment of this tax.

c. Attach copies of any tax report(s) or return(s) you filed concerning the assessed tax(es), your federal or state tax return for the year covered by the assessed tax, and any other documents you believe will help the Hearing Officer in considering your request for reassessment.

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

When responsibility of BPT collection was transferred to Tri-State Financial Group
beginning year 2020, no notice was received nor any letters were received notifying
of returns not filed. 2020 and 2021 were filed as soon as the error
was discovered. Please waive the penalty and interest this one time.
Returns will be filed timely going forward.

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

VERIFICATION

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

Sign: _____
Print Name: _____

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

VERIFICATION

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

Sign: 

Print Name: Scott Kim

Title: Member

For Official Use Only

Postmark of Petition: _____

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

Action by Hearing Officer:

Petition is timely filed: ☐ yes ☐ no.

Notice to Township and Taxpayer of Hearing sent on _____

Hearing Held on _____

Taxpayer ☐ appeared ☐ failed to appear

DETERMINATION

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

☐ The Petition is denied as having been untimely filed.

☐ The Petition is denied for failure of taxpayer to appear at hearing.

☐ I find in favor of the Township and the Petition is denied.

☐ I find in favor of the taxpayer and it is my recommendation that the Township make the following refund:

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

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

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

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

HEARING OFFICER

RECEIVED

MAY 15 2023

TOWNSHIP MAYOR'S OFFICE
UPPER MERION TOWNSHIP

ORDINANCE NO. _____

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE UPPER MERION TOWNSHIP ZONING CODE,
SECTION 165-219.1, CONDITIONAL USE PROCEDURE, TO REQUIRE CONDITIONAL
USE APPLICATIONS TO BE SUBMITTED TO THE UPPER MERION PLANNING
COMMISSION, AND APPLICANTS TO APPEAR BEFORE THE PLANNING
COMMISSION, PRIOR TO THE CONDITIONAL USE HEARING**

WHEREAS, the Pennsylvania Second Class Township Code and the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, authorizes the Board of Supervisors of Upper Merion Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of Upper Merion Township (“Township”) and the maintenance of peace, good government, health and welfare of the Township and its citizens;

WHEREAS, Section 603(c)(2) of the Pennsylvania Municipalities Planning Code provides, in part, that the Township Zoning Code may contain provisions for conditional uses to be allowed or denied by the governing body after recommendations by the planning agency and hearing, pursuant to express standards and criteria set forth in the zoning ordinance.

WHEREAS, the Board desires to amend the Township Zoning Code, Chapter 165, to require that conditional use applications be transmitted to the Upper Merion Planning Commission, and that applicants appear before the Upper Merion Planning Commission for a review of the application, so that the Planning Commission may submit an advisory opinion on the application to the Board;

WHEREAS, the Board has met the procedural requirements of the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including advertising, submission to the planning commissions, and holding a public hearing; and

WHEREAS, the Board, 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 and guests of the Township will be served by this amendment of the Upper Merion Township Zoning Code as set forth below;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, as follows:

SECTION I. Code Amendment. The Upper Merion Township Code, Chapter 165, Zoning, Article XXXI. General Regulations, § 165-219.1, Conditional use procedure, is hereby amended to provide an additional subsection F that reads as follows:

- F. At least 30 days before the date of the public hearing required by law for an application for a conditional use to be heard before the Board of Supervisors, the Township Planner, or another person designated by the Township Manager, shall transmit to the Upper Merion Planning Commission a copy of the conditional use application, notice of hearing, and other information or exhibits as may have been furnished by the applicant. Thereafter, the applicant shall appear before the Planning Commission for a review of the application. The Planning Commission may submit an advisory opinion, based upon the express standards and criteria of the Township Zoning Code applicable to the conditional use application, to be considered by the Board of Supervisors, provided that the opinion is received on or before the date of the public hearing of the Board of Supervisors.

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

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

SECTION IV. Effective Date. This Ordinance shall become effective upon enactment at the earliest time provided by law.

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

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

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Anthony Hamaday, Township Secretary

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

RESOLUTION 2023-18

UPPER MERION TOWNSHIP MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION FOR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN APPROVAL FOR 121 E. CHURCH ROAD TO CONSTRUCT A 1,080 SQ.FT. ADDITION TO AN EXISTING POLE BARN

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

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

WHEREAS, Charles and Janet Norcini (collectively, the “Applicant”) are the legal owners of a 43,380 sq. ft +/- property located at 121 E. Church Road, Upper Merion Township, located in the Township’s LI-Limited Industrial Zoning District, and more specifically identified as Montgomery County tax parcel number 58-00-03349-02-2 (“Property”);

WHEREAS, the Applicant is proposing to construct a 1,080 square foot building addition onto an existing pole barn with associated grading and erosion controls, landscaping, and pedestrian improvements (“Project”);

WHEREAS, the Applicant has filed with the Township a certain preliminary/final land development plan for the Project prepared by Woodrow & Associates, Inc., dated October 6, 2022, and last revised April 18, 2023 (“Plan”);

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

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

A. Conditions of Plan Approval.

1. The Applicant must comply with and address all comments and conditions in the May 9, 2023 Remington Vernick Engineers review letter, and any review letters issued in response to future resubmissions, excepting the requirement for the variances as stated therein.
2. The Applicant must comply with and address all comments and conditions in the January 30, 2023 McMahon Transportation Engineers and Planners traffic review letters, and any review letters issued in response to future resubmissions, to the reasonable satisfaction of the

Township's Traffic Engineer unless a waiver is granted herein or otherwise inconsistent with the terms of this Resolution. Vehicular ingress/egress shall remain as shown on the Plan.

3. Applicant shall comply with and address the comments, recommendations, and conditions contained in the S C Engineers, Inc. December 16, 2022 review letter to the reasonable satisfaction of the Township Sanitary and Stormwater Authority Engineer.
4. A subsequent recordable plan shall be submitted for internal Township review that addresses all applicable Township review letter requests for further plan details and clarifications.
5. Applicant must comply with any applicable requirements of the Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to, obtaining any necessary Highway Occupancy Permits and Signal Permits required by PennDOT), United States Environmental Protection Agency, or any other necessary outside agency, and obtain any necessary planning modules, approvals, or permits from such agencies, before the Plan is recorded.
6. Applicant must complete and record all required easements and/or maintenance agreements or declarations, if any, in forms reasonably satisfactory to the Township Engineer and Township Solicitor prior to recording the Plan. Applicant will provide all necessary legal descriptions for any necessary easements.
7. Prior to recording the Plans, Applicant shall execute a Land Development and Financial Security Agreement to guarantee the installation of all public improvements associated with the Project on a form drafted by the Township Solicitor. If Applicant chooses to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the bond and must approve the conditions and language of the bond. Further, the bond shall be issued by a "AAA" rate surety, or its equivalent, qualified to do business in Pennsylvania, and shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and if payment is not made, that the bonding company shall be responsible for reasonable attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve (12%) percent, for so long as the bond remains unpaid. Additionally, the Bond is required to automatically renew annually until the improvements detailed on the Plans are completed and the final release is issued by the Township, subject to partial releases being permitted in accordance with Pennsylvania Municipalities Planning Code and shall include a 90-day Evergreen Clause in a form acceptable to the Township Solicitor.
8. All outstanding Township fees, Township's engineering fees, and Township's legal fees, and any other professional fees associated with the review and approval of the application and Plan shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.
9. Prior to recording the Plan, and in addition to the financial security posted for the Project, Applicant shall deposit with the Township or otherwise establish a reasonable sum of monies

with the Township, in an amount to be reasonably determined by the Township Engineer, as to be further described in the Land Development and Financial Security Agreement, for the reimbursement of the Township's reasonable engineering, inspection legal and related administrative costs and expenses related to the further reviews, inspections, and development of the Project, in accordance with the Pennsylvania Municipalities Planning Code.

10. Applicant shall pay all fees established by the Township Code related to the Project including any required EDU and/or tapping fees, if any, at or before the time of building permit issuance.
11. Applicant shall pay any applicable Act 209 transportation impact fee pursuant to the Upper Merion Township Transportation Impact Fee Ordinance to the Upper Merion Township Transportation Authority at or before the time of building permit issuance.
12. Applicant shall pay a fee in lieu of the required planting of the street trees in the amount of **\$1,500.00** to Upper Merion Township at or before the time of building permit issuance.
13. Applicant shall install striping to the satisfaction of the Township Traffic Engineer to ensure safe pedestrian access along the sidewalk including the crossing of the vehicle ingress/egress lanes to/from the Property and near the parking spots at the front of the Property.
14. Applicant shall install the additional plantings shown in the supplemental sketch plan submitted for the Project, showing a revised planting bed in the rear corner of the Property with eight (8) shrubbery type plants and a tree.

B. Waivers. The Applicant has requested the following waivers from Township Code for the Plan. The waivers are either granted or denied, as indicated below. A lack of indication shall mean that the waiver was granted, unless minutes of the Township meeting reflect otherwise. Any granted waivers are a result of the establishment of a hardship with the Property and/or limited improvements proposed with the Project:

- a) **Section 140B** – to not provide stormwater management facilities, is hereby:

_____ Granted _____ Denied

- b) **Section 140B-13.B(1)(c)[2]** – to not provide a white site drainage analysis, is hereby:

_____ Granted _____ Denied

- c) **Section 140B-12.B** – to allow stormwater discharge, is hereby:

_____ Granted _____ Denied

- d) **Section 140B-12.D** – from providing BMP landscaping, is hereby:

_____ Granted _____ Denied

e) **Section 140B-13.B(2)(a)[5]** – from installing an impermeable basin liner, is hereby:

_____ Granted _____ Denied

f) **Section 140B-17.A(2)** – to allow grading 5’ from the property line, is hereby:

_____ Granted _____ Denied

g) **Section 140B-19.B** – from obtaining a Letter of Adequacy, is hereby:

_____ Granted _____ Denied

h) **Section 140B-26.A** – from entering into an O&M Agreement (as there are no improvements being installed to maintain, is hereby:

_____ Granted _____ Denied

i) **Section 145-10.E** – from providing the minimum cartway width, is hereby:

_____ Granted _____ Denied

j) **Sections 145-27A(13) and (14)** – to permit the Plan to show current features in lieu of requirement that the preliminary plan natural features and man-made features on the tract and within 200 feet of its boundaries, is hereby:

_____ Granted _____ Denied

k) **Sections 145-29A(18) and (19)** – to permit the Plan to show current features in lieu of requirement that the final plan provide locations of significant natural features and man-made features on the tract and within 200 feet, is hereby:

_____ Granted _____ Denied

l) **Section 145-24.1.B** – to not provide a landscape plan, is hereby:

_____ Granted _____ Denied

m) **Section 145-24.1.D** – to not provide the required parking lot landscaping (landscaped parking islands, end of drive aisle parking islands, parking lot screening, and softening buffer plantings), is hereby:

_____ Granted _____ Denied

n) **Section 145-24.1.E** – to not provide the required street trees on the Property, but instead pay the fee-in-lieu as set forth above, is hereby:

_____ Granted _____ Denied

o) **Section 145-24.1.H(1)** – from providing structure landscaping, is hereby:

_____ Granted _____ Denied

p) **Sections 145-27.A(19) and 145-29.A(24)**, from providing the SWM Rate Control tabular form CFS on the Plan, is hereby:

_____ Granted _____ Denied

q) **Section 145-29.A(37)** – to not provide the Erosion and Sediment Control Plan & Certification, is hereby:

_____ Granted _____ Denied

r) **Section 145-29.A(39)** – to not show areas to be dedicated to public use on the Plan, is hereby:

_____ Granted _____ Denied

s) **Section 145-29.A(37)** – from showing offers of dedication listed and duly acknowledged by property owner on the Plan, is hereby:

_____ Granted _____ Denied

t) **Section 145-27** – to allow for a combined preliminary/final plan application, is hereby:

_____ Granted _____ Denied

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

RESOLVED AND APPROVED this 8th day of June, 2023.

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Anthony Hamaday, Township Secretary

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

ACCEPTANCE OF CONDITIONS:

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

APPLICANT:

By: _____
Charles Norcini

Date: _____

By: _____
Janet Norcini

Date: _____



UPPER MERION PUBLIC WORKS

June 1, 2023

MEMORANDUM

From: Geoffrey Hickman, Director of Public Works
To: Anthony Hamaday, Township Manager
Encl: Bid Tabulation

Subj: RECOMMENDATION OF AWARD FOR THE 2023-2024 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

1. On behalf of the Montgomery County Consortium of Communities, Upper Merion Township received sealed bids online for the 2023-2024 Montgomery County Consortium Fuel Contract on May 26, 2023. Two vendors submitted bids: Petroleum Traders Corporation (PTC) of Fort Wayne, IN and Riggins, Inc. of Vineland, NJ. Both bidders submitted responsive bids, and the apparent low bidder for Bid Item 1 (87 Octane Gasoline), Bid Item 2 (93 Octane Gasoline) and Bid Item 3 (B2 Bio-diesel) is Petroleum Traders Corporation. The margins and ranks for all received bids are provided in Table 1:

Bid Items	PTC		Riggins	
	Margin	Rank	Margin	Rank
Bid Item 1: Regular Unleaded (87 Oct)	\$0.1311	1	\$0.1480	2
Bid Item 2: Super Unleaded (93 Oct)	\$0.0142	1	\$0.0290	2
Bid Item 3: B2 w/ 2% Bio-diesel	\$0.1695	1	\$0.2350	2

TABLE 1

2. Using the OPIS Philadelphia Daily Average fuel prices published on Thursday, April 13, 2023 and the estimated fuel quantities provided by the participating members of the Consortium, the extended fuel prices for each bidder are provided in Table 2 for comparative analysis. The lowest estimated total bid was submitted by PTC:

Bid Items	Quantity (GAL)	OPIS Price (\$)	Bidder Margin (\$)	Estimated Total (\$)
PTC Bid Item 1	775,200	\$2.6074	\$0.1311	\$2,122,885.20
PTC Bid Item 2	516,720	\$3.0874	\$0.0142	\$1,602,658.75
PTC Bid Item 3	859,545	\$2.7955	\$0.1695	\$2,548,550.93
PTC Bid Total	---	---	---	\$6,274,094.88
Riggins Bid Item 1	775,200	\$2.6074	\$0.1480	\$2,135,986.08
Riggins Bid Item 2	516,720	\$3.0874	\$0.0290	\$1,610,306.21
Riggins Bid Item 3	859,545	\$2.7955	\$0.2350	\$2,604,851.12
Riggins Bid Total	---	---	---	\$6,351,143.41

TABLE 2: Estimated Total = Quantity x (OPIS Price + Bidder Margin)

3. The Township used PennBid to conduct the solicitation. Twenty (20) prospective bidders viewed the solicitation online, twenty (20) bidders downloaded the bid documents, two (2) bidders submitted RFIs, and two (2) firms submitted bids.



UPPER MERION PUBLIC WORKS

4. In consideration of the available information, the Department of Public Works recommends the award of the 2023-2024 Montgomery County Consortium Fuel Contract to Petroleum Traders Corporation, of Fort Wayne, Indiana for the estimated contract amount of \$6,274,094.88.

A handwritten signature in dark ink, appearing to read "G. Hickman", with a long horizontal flourish extending to the right.

Geoffrey Hickman
Director of Public Works
Upper Merion Township

Copy to:
Brandon Ford – Springfield Township (Montco)
E.J. Mentry – Lower Providence Township
Christine Saladino – Upper Merion Township

Unit Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Petroleum Traders Corporation	Riggins, Inc	Average
Bid Item #1	Regular Unleaded (87 Octane)	Base	Gallon	775,200.00		\$0.1311	\$0.1480	\$0.1396
Bid Item #2	Super Unleaded (93 Octane)	Base	Gallon	516,720.00		\$0.0142	\$0.0290	\$0.0216
Bid Item #3	B2 w/ 2% Bio-Diesel	Base	Gallon	859,545.00		\$0.1695	\$0.2350	\$0.2022

PROFESSIONAL SERVICES AGREEMENT

0423-PW03

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

and ARRO Consulting, Inc.
320 N. Furnace Street, Suite 200
Birdsboro, PA 19508

April 5, 2023

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting engineering services to Upper Merion Township (Client) to prepare design plans and specifications, provide bidding assistance, and provide construction services for the replacement and installation of three (3) new pumps and controls at the Trout Run Water Pollution Control Center's (WPCC) Main Pump Station, the Abrams Pump Station, and the Balligomingo Pump Station in Upper Merion Township, Montgomery County, PA. ARRO will provide services identified in the Scope of Services below.

SCOPE OF SERVICES

A. STUDY PHASE:

1. Arrange and attend one (1) site visit to gather data and information for the equipment identified in the introductory paragraph above. Review and discuss the project objectives with the Client, take field measurements, and collect equipment data.
2. Obtain the nameplate data for pumps confirm the sizing and selection of proposed replacement pumps and controls. This Agreement is based on replacing the pumps in-kind based on the nameplate data for the existing pumps.
3. Arrange and attend one (1) site meeting with electrical and structural designers to review the power requirements, control requirements, and structural modification needed to install the new equipment.
4. Prepare design plans (on ARRO's standard 24-inch by 36-inch sheets using AutoCAD in accordance with ARRO's standard CADD protocol) based on the findings identified in Tasks 1 through 3 above.
5. Prepare engineering specifications and contract documents in ARRO's standard Construction Specifications Institute (CSI) format for one (1) general construction contract including general and supplemental provisions, technical specifications, bid forms, and related bid documents.
6. Submit three (3) paper sets of 75% plans and specifications to the Client for review and comment.
7. Attend one (1) meeting with Client to review the 75% plans and specifications.
8. Revise plans based on the Client review meeting in Scope Item A.7. and prepare final contract documents for public bidding.

B. BIDDING PHASE:

1. Coordinate with the Client on bid phase schedule.
2. Prepare advertisement in accordance with public bidding laws. This Agreement is based on Client paying for all advertisement fees.
3. Administer PennBid protocol and procedures during bid phase. Respond to contractors' questions with regard to the information contained in the drawings or specifications and post responses on PennBid.

4. Conduct one (1) pre-bid meeting at site designated by the Client followed by site visits to the Abrams Pump Station, Valley Brook Pump Station, and Trout Run WPCC.
5. Prepare and issue on PennBid one (1) addendum containing minutes of pre-bid meeting to document questions by prospective bidders and provide answers to those questions.
6. Prepare up to two (2) contract addenda based on questions received via PennBid during bidding period. Issue addenda to plan holders via PennBid to clarify intent and to formalize necessary changes.
7. Administer the on-line bid opening and prepare bid tabulation sheets in Microsoft Excel format and forward electronic copy to Client.
8. Review and evaluate bids to evaluate completeness and general compliance with contract documents. Note discrepancies, if any, and consult with the Client and the Client's solicitor about how to respond to discrepancies.
9. Prepare letter of recommendation for award of bid.

C. ENGINEERING SERVICES DURING CONSTRUCTION

1. Prepare notice of 'intent to award' to successful bidder and issue contract document forms. Review executed contract document forms and forward to Client.
2. Upon receipt of executed contract documents from the Client, issue notice to proceed to contractor.
3. Conduct one (1) pre-construction conference at job site to be attended by the Client, the contractor, and ARRO. This Agreement is based on conference agenda including a variety of items related to communications, procedures, record keeping, and details of participant responsibilities. Prepare and issue minutes of pre-construction conference.
4. Receive and maintain log of shop drawings and samples. Review shop drawings and samples for conformity with design concept and compliance with contract documents. Distribute reviewed shop drawings to the Client and the contractor; this Agreement is based on review of up to one (1) resubmission per work item.
5. Report to the Client any work considered unsatisfactory and advise as to work that should be corrected, rejected, uncovered for observation, or subjected to special tests or inspections.
6. Provide monthly progress reports and construction schedule updates to the Client.
7. Issue, with reasonable promptness, written clarifications or interpretations of contract documents as necessary for proper execution or progress of work.
8. Review and make recommendations on construction scope revisions requests submitted by contractor. Upon the Client's concurrence with requested change, prepare change order form and assist and coordinate approval of changes to construction. Administer execution of change order documents by the Client and the contractor; this Agreement is based on ARRO preparing up to two (2) change orders.
9. Review contractor's applications for payment and certify to the Client that work has progressed to point indicated by contractor, that to the best of ARRO's knowledge the work is in accordance with the contract documents, and that contractor is entitled to payment of amount certified. Execute payment applications and provide letter to the Client recommending payment amount to contractor.

10. Receive and review certified payroll receipts submitted by contractor and verify payment to workers in compliance with published prevailing wages in contract documents. Maintain file of certified payroll receipts.
11. Conduct one (1) site visit to verify that project is substantially complete and note outstanding work items. Prepare Certificate of Substantial Completion and issue certificate to contractor with punchlist of work items to be completed or corrected and blank contract closeout documents.
12. Conduct one (1) site visit to verify that project is complete and suitable for contract closeout. Note any outstanding work items. Issue final completion letter to contractor, including outstanding work items to be completed, if any, and correspond with Client regarding contract closeout.
13. Administer, review, and distribute contract closeout documents, operation and maintenance manuals, as-built drawings, warranties, and certifications.

D. RESIDENT PROJECT REPRESENTATIVE SERVICES:

Provide services of one (1) part-time resident project representative to observe work in progress in an effort to verify that work performed by contractors is in accordance with contract documents. This Agreement is based on a total (fifty-six) 56 hours of resident project representative time, with an approximate breakdown as follows:

- 2 site visits per week, 4 hours per visit, during 5-week construction period – 40 man-hours
- Substantial & Final Completion, Project Closeout – 8 man-hours

When on-site, ARRO's resident project representative will seek to determine that construction work is carried out in compliance with the contract drawings and specifications. The purpose of the resident project representative is to provide the Client with a greater degree of confidence that the contractors' work generally conforms to requirements of the contract documents and that the integrity of the design concept illustrated by the contract documents has been implemented and preserved by the contractors.

ARRO shall not, on the basis of its observations of the contractors' work or its presence at project site, supervise, direct, or have any control over the contractors' work nor shall ARRO have authority over, or responsibility for, the means, methods, techniques, sequences, or procedures of construction selected by the contractors, for safety precautions and programs incidental to the work, or for the contractors' compliance with laws, rules, regulations, ordinances, codes, or other orders applicable to the contractors furnishing and performing their work. Accordingly, ARRO can neither guarantee performance of construction contracts by the contractors nor assume responsibility for the contractors' failure to furnish and perform work in accordance with contract documents.

The duties, responsibilities, and limitations of authority of the Resident Project Representative will be as stipulated in Exhibit No. 1 which is attached to and made part of this Agreement.

SPECIFIC SERVICES EXCLUDED

Services not set forth within the Scope of Services are specifically excluded, including:

1. Preparation and submittal of local building permits/licenses and costs for such permits and licenses.
2. Costs for permits, fees, and licenses, including application fees to regulatory agencies.
3. Preparation of applications, correspondence, or certifications to regulatory agencies.

4. Preparation of applications and supporting documents for grants, loans, or bond issues relative to financing of project.
5. Services resulting from significant changes to the Scope of Services beyond the reasonable control of ARRO. Such revisions include, but are not limited to, changes in the size, complexity, scheduling, or character of the services required to complete the project.
6. Surveying of the project site by a licensed surveyor.
7. Preparation of alternate bid documents requested by the Client for its convenience.
8. Additional or extended services occasioned by re-bidding of project for any reason beyond reasonable control of ARRO.
9. Additional site visits and attendance at additional meetings.
10. Services during contractor's warranty period.
11. Additional paper copies of contract documents.

SCHEDULE

ARRO will commence work upon receipt of an executed Agreement, and will complete the 75% design within ninety (90) days thereafter. Design services, bidding, and construction phase services will be completed in accordance with a schedule mutually agreed upon by the Client and ARRO.

CLIENT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
4. Assist ARRO by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by the Client for the project or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the project including any that may be raised by a third party.
7. Give prompt written notice to ARRO whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.

COMPENSATION

In consideration of the services performed by ARRO in accordance with this Agreement, the Client shall pay to ARRO a lump sum fee of Sixty Thousand, Nine Hundred Ninety Dollars (\$60,990.00), with an approximate breakdown by task as follows.

Services	Approximate Amount
Design	\$ 39,950.00
Bidding	\$ 3,990.00
Construction Administration	\$ 10,350.00
Resident Project Representative	\$ 6,700.00

In the event that such services are altered by a modification of this Agreement, the parties hereto, shall, at the time of such modification, also agree to an equitable adjustment in the lump sum stated above.

Invoices shall be rendered monthly based on the percentage of work completed to date, and shall be paid within thirty (30) days of the date of the invoice.

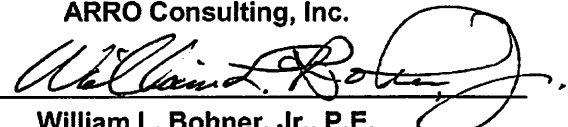
THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

Upper Merion Township

ARRO Consulting, Inc.

BY: _____

BY:  _____

Printed Name: _____

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

TITLE: _____

TITLE: Assistant Vice President

DATE: _____

DATE: April 5, 2023

Client's Designated Representative: _____

EXHIBIT NO. 1 - DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

A. GENERAL

The RPR will act as ARRO's representative at the work site, will act under the direction and supervision of ARRO's Project Manager hereinafter termed the "Engineer", and will confer with the Engineer regarding any actions initiated by the RPR. The RPR's dealings pertaining to the ongoing construction activities will, in general, be with the Engineer and Contractors, and the Owner will be kept advised of all actions and proceedings as necessary. The RPR will communicate with the Owner as necessary under the direction of the Engineer.

The RPR will review the conduct of the Contractors' work and the materials and equipment incorporated therein, and will endeavor to guard the Owner against defects or deficiencies in the completed work; however, the furnishing of these services will not make the RPR or Engineer responsible for or give control over the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractors' failure to perform or complete any portion of the work in accordance with the Contract Documents and Standard Agreements between the Owner and Contractors.

B. DUTIES AND RESPONSIBILITIES

1. SCHEDULES:

Review progress schedule, shop drawing submittal schedule (when required), and schedule of values prepared by the Contractors and consult with the Engineer about the acceptability of these documents.

2. CONFERENCES AND MEETINGS:

Schedule and attend construction progress meetings, job conferences, and other project-related meetings required by the Contract Documents. Prepare meeting minutes and distribute copies to the Engineer, Owner, and meeting participants.

3. LIAISON:

- a. Act as Engineer's on-site liaison with the Contractors and assist the Contractors, primarily through interaction with the Contractors' superintendents, in understanding the intent of the Contract Documents. Assist Engineer in serving as the Owner's liaison with the Contractors.
- b. Assist the Engineer in communicating details and information about the work to the Owner, and when necessary, obtaining additional information critical to the completion of the work from the Owner.

4. SHOP DRAWINGS AND SAMPLES:

- a. Maintain copies of the approved shop drawings at the work site for use in observing the conformance of on-site materials and equipment with the information contained in the shop drawings and the Contract Documents.
- b. Notify the Engineer and Contractors when a required and approved shop drawing and/or sample is not available for work that is about to commence.
- c. Receive samples furnished at the work site by the Contractors and advise the Engineer of the availability of these samples for examination.

5. OBSERVATION OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS, AND TESTS:

- a. Conduct ongoing observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- b. Advise the Engineer and Contractors whenever the RPR observes any work, materials, or equipment that the RPR has cause to believe may be unsatisfactory, faulty, defective, or not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of any work which does not comply with the Contract Documents will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.

- c. Advise the Engineer and Contractors whenever the RPR observes any damaged work, materials, or equipment that the RPR has cause to believe may be unsatisfactory, faulty, defective, or not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of the observed conditions will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.
- d. Advise the Engineer and Contractors whenever the RPR observes any inspection, test, or approval that the RPR has cause to believe may be unsatisfactory and not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of the observed conditions will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.
- e. Advise the Engineer and Contractors of any work that the RPR has cause to believe should be corrected, rejected, uncovered for observation, or subject to special testing, inspection, and approval.
- f. Verify that required tests, equipment and systems start-ups, training, and other special requirements of the Contract Documents are conducted in the presence of the appropriate personnel; that the Contractors maintain complete and accurate records thereof; and that appropriate records, details, and reports of the activities are communicated to the Engineer.
- g. Accompany visiting regulatory agency inspectors on their review of the work site and notify the Engineer of the results of these inspections.
- h. Accompany visiting Owner's personnel on their review of the work site and, in general, provide the Owner's personnel with information relative to the progress of the work.

6. INTERPRETATION OF CONTRACT DOCUMENTS:

Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractors clarifications and interpretations as issued by the Engineer.

7. MODIFICATIONS:

Consider and evaluate Contractors' suggestions for modifications to the work detailed on the drawings or in the specifications and provide to the Engineer with recommendation as to the advisability of the subjected modification. Transmit to the Contractors decisions as issued by the Engineer.

8. RECORDS:

- a. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
- b. Review Contractor's record plans (red line markup drawings) of the work. Check with Contractor and confirm that Contractor is maintaining proper red line drawings.
- c. Keep a diary or log book, recording Contractor's personnel and hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.
- d. Record names, addresses, and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.
- e. Maintain set of photograph logs.

9. **REPORTS:**

- a. Furnish Engineer with periodic reports concerning the progress of the work and of Contractors' compliance with the progress schedule.
- b. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Advise Engineer of the need for change orders and work directive changes, obtaining back-up material from Contractors as required by the Engineer, and provide recommendation to the Engineer on the advisability of the proposed change orders or work directive changes.
- d. Report immediately to the Engineer and Owner upon the occurrence of any accident.

10. **PAYMENT REQUESTS:**

Review applications for payment with the Contractors for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. **COMPLETION:**

- a. Before the Engineer issues a Certificate of Substantial Completion for execution by the Owner and Contractors, submit a list of observed items requiring completion or correction to the Engineer and Contractors.
- b. Conduct final observation in the company of the Engineer, a representative of the Owner, and Contractors, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to the Engineer concerning the Owner's acceptance of the completed work.

C. **LIMITATIONS OF AUTHORITY**

The RPR is not authorized to exceed the limitations of the Engineer's authority as defined in the Standard Agreements between the Owner and Contractors, in the General Conditions and Supplementary General Conditions of the Contract Documents, and any other pertinent section of the Contract Documents. Additionally, the RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials and equipment without the approval of the Engineer.
2. Undertake or assist in execution of the responsibilities of the Contractors, subcontractors, or Contractors' superintendents.
3. Provide advice, issue directions, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
4. Provide advice, issue directions regarding, or assume control over any aspect of the safety precautions and programs in connection with the Work, with the exception when, in RPR's opinion, conditions of imminent danger exist. If such conditions exist, RPR shall:
 - a. Immediately notify Contractor's on-site safety representative and require that the work be stopped.
 - b. Concurrently, RPR shall immediately notify the Project Manager or Client Manager (if Project Manager is not available).
 - c. ARRO's Project Manager will immediately notify the Owner of the imminent danger.
 - d. If Contractor refuses to stop the working, ARRO's Client Manager, Project Manager and/or RPR (at Project Manager's direction), may recommend to Owner that they utilize their local enforcement authorities to stop the work.
 - e. RPR shall fully document the incident in the daily field report including identifying all who were contacted and the results of those discussions.
5. Authorize the Owner to occupy the Project in whole or part without the approval of the Engineer.
6. Participate in specialized field or laboratory tests or inspections conducted by others unless specifically authorized by the Engineer.
7. Participate in the start-up and operation of any equipment unless specifically authorized by the Engineer.

**ARRO CONSULTING, INC.
STANDARD TERMS AND CONDITIONS**

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. ENTIRE AGREEMENT

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. PHASE I & PHASE II ENVIRONMENTAL SERVICES

In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.

PROFESSIONAL SERVICES AGREEMENT

0423-PW01 (Revision No. 1)

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

and ARRO Consulting, Inc.
321 N. Furnace Street, Suite 200
Birdsboro, PA 19508

April 19, 2023

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting engineering services to Upper Merion Township (Client) to complete a study (Study), design, bidding, and construction administration, and resident project representatives services for the modification and implementation of influent screening units at the Headworks of the Trout Run Water Pollution Control Center (WPCC) and the Matsunk WPCC in Upper Merion Township, Montgomery County, PA. ARRO will provide services identified in the Scope of Services below.

SCOPE OF SERVICES

A. STUDY PHASE:

1. Arrange and attend one (1) site visit to gather data and information for the equipment identified in the introductory paragraph above. Review and discuss the project objectives with the Client, take field measurements, take site photos, and collect data.
2. Review screening and grit removal equipment options with manufacturer's representatives. Provide representatives with site photos, field measurements, and existing site plans.
3. Determine the hydraulic impacts the equipment options could have on the influent flow to the each WPCC.
4. Evaluate advantages and disadvantages of a maximum of three (3) different screening technologies identified in Task 2. above.
5. Complete a conceptual evaluation of the structural requirements for modifications to the influent channels to accommodate the placement of the screening equipment identified in Task 4., as well as future removal of the proposed equipment for maintenance purposes.
6. Review the power requirements and control requirements for the proposed screening equipment identified in Task 4.
7. Prepare a draft Study addressing the findings in Scope Items 1. through 6.
8. Prepare a preliminary engineer's opinion of probable construction cost.
9. Submit four (4) paper copies of the Study and preliminary engineer's opinion of probable construction cost to the Client for review and comment.
10. Revise the draft Study and engineer's opinion of probable construction cost based on the Client's review comments and prepare the final Study.
11. Provide the Client with four (4) paper copies of the final Study.

B. DESIGN PHASE:

1. Prepare design plans(on ARRO's standard 24-inch by 36-inch sheets using AutoCAD in accordance with ARRO's standard CADD protocol) based on the findings identified during the 'Study Phase'.

2. Prepare engineering specifications and contract documents in ARRO's standard Construction Specifications Institute (CSI) format for one (1) general construction contract including general and supplemental provisions, technical specifications, bid forms, and related bid documents.
3. Submit four (4) paper sets of 75% plans and specifications to the Client for review and comment.
4. Attend one (1) meeting with Client to review the 75% plans and specifications.
5. Revise plans based on the Client review meeting in Scope Item B.4. Submit four (4) paper sets of the 95% plans and specifications to the Client for final review and comment.
6. Receive final review comments via email from Client and make changes to the 95% plans and specifications.
7. Finalize plans and specifications for the Bidding Phase.

C. BIDDING PHASE:

1. Coordinate with the Client on bid phase schedule.
2. Administer bid documents and maintain list of bidders utilizing PennBid.
3. Respond to requests for information from prospective bidders and suppliers via PennBid.
4. Conduct one (1) pre-bid meeting at site designated by the Client followed by site visits to the Trout Run WPCC and the Matsunk WPCC.
5. Prepare and issue on PennBid one (1) addendum containing minutes of pre-bid meeting to document questions by prospective bidders and provide answers to those questions.
6. Prepare up to two (2) contract addenda based on questions received via PennBid during bidding period. Issue addenda to plan holders via PennBid to clarify intent and to formalize necessary changes.
7. Prepare and provide bid tabulation to the Client based on bids submitted, via PennBid.
8. Review and evaluate bids to evaluate completeness and general compliance with contract documents. Note discrepancies, if any, and consult with the Client and the Client's solicitor about how to respond to discrepancies.
9. Prepare letter of recommendation for award of bid.

D. ENGINEERING SERVICES DURING CONSTRUCTION

1. Prepare notice of 'intent to award' to successful bidder and issue contract document forms. Review executed contract document forms and forward to Client.
2. Upon receipt of executed contract documents from the Client, issue notice to proceed to contractor.
3. Conduct one (1) pre-construction conference at job site to be attended by the Client, the contractor, and ARRO. This Agreement is based on conference agenda including a variety of items related to communications, procedures, record keeping, and details

- of participant responsibilities. Prepare and issue minutes of pre-construction conference.
4. Receive and maintain log of shop drawings and samples. Review shop drawings and samples for conformity with design concept and compliance with contract documents. Distribute reviewed shop drawings to the Client and the contractor; this Agreement is based on review of up to one (1) resubmission per work item.
 5. Report to the Client any work considered unsatisfactory and advise as to work that should be corrected, rejected, uncovered for observation, or subjected to special tests or inspections.
 6. Provide monthly progress reports and construction schedule updates to the Client.
 7. Issue, with reasonable promptness, written clarifications or interpretations of contract documents as necessary for proper execution or progress of work.
 8. Review and make recommendations on construction scope revisions requests submitted by contractor. Upon the Client's concurrence with requested change, prepare change order form and assist and coordinate approval of changes to construction. Administer execution of change order documents by the Client and the contractor; this Agreement is based on ARRO preparing up to two (2) change orders.
 9. Review contractor's applications for payment and certify to the Client that work has progressed to point indicated by contractor, that to the best of ARRO's knowledge the work is in accordance with the contract documents, and that contractor is entitled to payment of amount certified. Execute payment applications and provide letter to the Client recommending payment amount to contractor.
 10. Receive and review certified payroll receipts submitted by contractor and verify payment to workers in compliance with published prevailing wages in contract documents. Maintain file of certified payroll receipts.
 11. Conduct one (1) site visit to verify that project is substantially complete and note outstanding work items. Prepare Certificate of Substantial Completion and issue certificate to contractor with punchlist of work items to be completed or corrected and blank contract closeout documents.
 12. Conduct one (1) site visit to verify that project is complete and suitable for contract closeout. Note any outstanding work items. Issue final completion letter to contractor, including outstanding work items to be completed, if any, and correspond with Client regarding contract closeout.
 13. Administer, review, and distribute contract closeout documents, operation and maintenance manuals, as-built drawings, warranties, and certifications.

E. RESIDENT PROJECT REPRESENTATIVE SERVICES:

Provide services of one (1) part-time resident project representative to observe work in progress in an effort to verify that work performed by contractors is in accordance with contract documents. This Agreement is based on a total seventy-six (76) hours of resident project representative time, with an approximate breakdown as follows:

- 2 site visits per week, 4 hours per visit, during 8-week construction period – 64 man-hours
- Substantial & Final Completion, Project Closeout –12 man-hours

When on-site, ARRO's resident project representative will seek to determine that construction work is carried out in compliance with the contract drawings and specifications. The purpose of the resident project representative is to provide the Client with a greater degree of confidence that the contractors' work generally conforms to requirements of the contract documents and that the integrity of the design concept illustrated by the contract documents has been implemented and preserved by the contractors.

ARRO shall not, on the basis of its observations of the contractors' work or its presence at project site, supervise, direct, or have any control over the contractors' work nor shall ARRO have authority over, or responsibility for, the means, methods, techniques, sequences, or procedures of construction selected by the contractors, for safety precautions and programs incidental to the work, or for the contractors' compliance with laws, rules, regulations, ordinances, codes, or other orders applicable to the contractors furnishing and performing their work. Accordingly, ARRO can neither guarantee performance of construction contracts by the contractors nor assume responsibility for the contractors' failure to furnish and perform work in accordance with contract documents.

The duties, responsibilities, and limitations of authority of the Resident Project Representative will be as stipulated in Exhibit No. 1 which is attached to and made part of this Agreement.

SPECIFIC SERVICES EXCLUDED

Services not set forth within the Scope of Services are specifically excluded, including:

1. Preparation and submittal of local building permits/licenses and costs for such permits and licenses.
2. Costs for permits, fees, and licenses, including application fees to regulatory agencies.
3. Preparation of applications, correspondence, or certifications to regulatory agencies.
4. Preparation of applications and supporting documents for grants, loans, or bond issues relative to financing of project.
5. Services resulting from significant changes to the Scope of Services beyond the reasonable control of ARRO. Such revisions include, but are not limited to, changes in the size, complexity, scheduling, or character of the services required to complete the project.
6. Additional site visits and attendance at additional meetings.
7. Additional paper copies of the Study, Design Plans, and Specifications.

SCHEDULE

ARRO will commence work upon receipt of an executed Agreement, and will schedule a site visit within two (2) weeks thereafter. The draft Study for review will be provided to the Client within seventy-five (75) days after completion of the site visit, Design, bid, and construction phase services will follow the completion of the final Study.

CLIENT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.

2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
4. Assist ARRO by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by the Client for the project or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the project including any that may be raised by a third party.
7. Give prompt written notice to ARRO whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.

COMPENSATION

In consideration of the services performed by ARRO in accordance with this Agreement, the Client shall pay to ARRO a lump sum fee of Ninety-Nine Thousand Thirty Dollars (\$99,030.00.00), with an approximate breakdown by task as follows.

Services	Approximate Amount
Study	\$29,900.00
Design	\$39,700.00
Bidding	\$5,900.00
Construction Administration	\$13,300.00
Resident Project Representative	\$10,230.00

In the event that such services are altered by a modification of this Agreement, the parties hereto, shall, at the time of such modification, also agree to an equitable adjustment in the lump sum stated above.

Invoices shall be rendered monthly based on the percentage of work completed to date, and shall be paid within thirty (30) days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

**THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND
MADE A PART OF THIS AGREEMENT.**

Upper Merion Township

ARRO Consulting, Inc.

BY: _____

BY:  _____

Printed Name: _____

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

TITLE: _____

TITLE: **Assistant Vice President**

DATE: _____

DATE: **April 19, 2023**

Client's Designated Representative: _____

**EXHIBIT NO. 1 - DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT
PROJECT REPRESENTATIVE (RPR)**

A. GENERAL

The RPR will act as ARRO's representative at the work site, will act under the direction and supervision of ARRO's Project Manager hereinafter termed the "Engineer", and will confer with the Engineer regarding any actions initiated by the RPR. The RPR's dealings pertaining to the ongoing construction activities will, in general, be with the Engineer and Contractors, and the Owner will be kept advised of all actions and proceedings as necessary. The RPR will communicate with the Owner as necessary under the direction of the Engineer.

The RPR will review the conduct of the Contractors' work and the materials and equipment incorporated therein, and will endeavor to guard the Owner against defects or deficiencies in the completed work; however, the furnishing of these services will not make the RPR or Engineer responsible for or give control over the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractors' failure to perform or complete any portion of the work in accordance with the Contract Documents and Standard Agreements between the Owner and Contractors.

B. DUTIES AND RESPONSIBILITIES

1. SCHEDULES:

Review progress schedule, shop drawing submittal schedule (when required), and schedule of values prepared by the Contractors and consult with the Engineer about the acceptability of these documents.

2. CONFERENCES AND MEETINGS:

Schedule and attend construction progress meetings, job conferences, and other project-related meetings required by the Contract Documents. Prepare meeting minutes and distribute copies to the Engineer, Owner, and meeting participants.

3. LIAISON:

- a. Act as Engineer's on-site liaison with the Contractors and assist the Contractors, primarily through interaction with the Contractors' superintendents, in understanding the intent of the Contract Documents. Assist Engineer in serving as the Owner's liaison with the Contractors.
- b. Assist the Engineer in communicating details and information about the work to the Owner, and when necessary, obtaining additional information critical to the completion of the work from the Owner.

4. SHOP DRAWINGS AND SAMPLES:

- a. Maintain copies of the approved shop drawings at the work site for use in observing the conformance of on-site materials and equipment with the information contained in the shop drawings and the Contract Documents.
- b. Notify the Engineer and Contractors when a required and approved shop drawing and/or sample is not available for work that is about to commence.
- c. Receive samples furnished at the work site by the Contractors and advise the Engineer of the availability of these samples for examination.

5. OBSERVATION OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS, AND TESTS:

- a. Conduct ongoing observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- b. Advise the Engineer and Contractors whenever the RPR observes any work, materials, or equipment that the RPR has cause to believe may be unsatisfactory, faulty, defective, or not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of any work which does not comply with the Contract Documents will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.

- c. Advise the Engineer and Contractors whenever the RPR observes any damaged work, materials, or equipment that the RPR has cause to believe may be unsatisfactory, faulty, defective, or not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of the observed conditions will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.
- d. Advise the Engineer and Contractors whenever the RPR observes any inspection, test, or approval that the RPR has cause to believe may be unsatisfactory and not in conformance with the requirements of the Contract Documents; however, failure to notify the Contractors of the observed conditions will not be construed by the Contractors, the Engineer, or the Owner as an acceptance of the defective work and will not relieve the Contractors of their obligations to correct any such work in accordance with the Contract Documents.
- e. Advise the Engineer and Contractors of any work that the RPR has cause to believe should be corrected, rejected, uncovered for observation, or subject to special testing, inspection, and approval.
- f. Verify that required tests, equipment and systems start-ups, training, and other special requirements of the Contract Documents are conducted in the presence of the appropriate personnel; that the Contractors maintain complete and accurate records thereof; and that appropriate records, details, and reports of the activities are communicated to the Engineer.
- g. Accompany visiting regulatory agency inspectors on their review of the work site and notify the Engineer of the results of these inspections.
- h. Accompany visiting Owner's personnel on their review of the work site and, in general, provide the Owner's personnel with information relative to the progress of the work.

6. INTERPRETATION OF CONTRACT DOCUMENTS:

Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractors clarifications and interpretations as issued by the Engineer.

7. MODIFICATIONS:

Consider and evaluate Contractors' suggestions for modifications to the work detailed on the drawings or in the specifications and provide to the Engineer with recommendation as to the advisability of the subjected modification. Transmit to the Contractors decisions as issued by the Engineer.

8. RECORDS:

- a. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
- b. Review Contractor's record plans (red line markup drawings) of the work. Check with Contractor and confirm that Contractor is maintaining proper red line drawings.
- c. Keep a diary or log book, recording Contractor's personnel and hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.
- d. Record names, addresses, and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.
- e. Maintain set of photograph logs.

9. REPORTS:

- a. Furnish Engineer with periodic reports concerning the progress of the work and of Contractors' compliance with the progress schedule.
- b. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Advise Engineer of the need for change orders and work directive changes, obtaining back-up material from Contractors as required by the Engineer, and provide recommendation to the Engineer on the advisability of the proposed change orders or work directive changes.
- d. Report immediately to the Engineer and Owner upon the occurrence of any accident.

10. PAYMENT REQUESTS:

Review applications for payment with the Contractors for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. COMPLETION:

- a. Before the Engineer issues a Certificate of Substantial Completion for execution by the Owner and Contractors, submit a list of observed items requiring completion or correction to the Engineer and Contractors.
- b. Conduct final observation in the company of the Engineer, a representative of the Owner, and Contractors, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to the Engineer concerning the Owner's acceptance of the completed work.

C. LIMITATIONS OF AUTHORITY

The RPR is not authorized to exceed the limitations of the Engineer's authority as defined in the Standard Agreements between the Owner and Contractors, in the General Conditions and Supplementary General Conditions of the Contract Documents, and any other pertinent section of the Contract Documents. Additionally, the RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials and equipment without the approval of the Engineer.
- 2. Undertake or assist in execution of the responsibilities of the Contractors, subcontractors, or Contractors' superintendents.
- 3. Provide advice, issue directions, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 4. Provide advice, issue directions regarding, or assume control over any aspect of the safety precautions and programs in connection with the Work, with the exception when, in RPR's opinion, conditions of imminent danger exist. If such conditions exist, RPR shall:
 - a. Immediately notify Contractor's on-site safety representative and require that the work be stopped.
 - b. Concurrently, RPR shall immediately notify the Project Manager or Client Manager (if Project Manager is not available).
 - c. ARRO's Project Manager will immediately notify the Owner of the imminent danger.
 - d. If Contractor refuses to stop the working, ARRO's Client Manager, Project Manager and/or RPR (at Project Manager's direction), may recommend to Owner that they utilize their local enforcement authorities to stop the work.
 - e. RPR shall fully document the incident in the daily field report including identifying all who were contacted and the results of those discussions.
- 5. Authorize the Owner to occupy the Project in whole or part without the approval of the Engineer.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others unless specifically authorized by the Engineer.
- 7. Participate in the start-up and operation of any equipment unless specifically authorized by the Engineer.

ARRO CONSULTING, INC.
STANDARD TERMS AND CONDITIONS

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. ENTIRE AGREEMENT

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. PHASE I & PHASE II ENVIRONMENTAL SERVICES

In consideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.

ORDINANCE NO. _____

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

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

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

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

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

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

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

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

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

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

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

SINGLE-USE PRODUCT REGULATIONS

§1. Purpose and Findings.

A. Purpose. The purpose of this Chapter is:

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

B. Findings.

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

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

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

§2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

REUSABLE BAG – A bag that meets the following criteria:

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

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

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

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

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

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

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

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

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

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

§3. Single-Use Plastic Bags.

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

§4. Recycled Paper Bags.

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

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

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

§5. Single-Use Plastic Straws.

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

§6. Expanded Polystyrene Food Service Products.

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

§7. Single-Use Plastic Utensils.

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

§8. Reusable Bags.

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

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

§9. Temporary Signage Requirement.

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

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

§10. Exemptions.

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

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

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

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

§11. Enforcement.

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

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

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

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

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

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

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

ATTEST:

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Anthony Hamaday, Township Secretary

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

**SUPERVISORS OF UPPER
MERION TOWNSHIP**

ACCOUNTS PAYABLE

INVOICES PROCESSED

May 4, 2023 to May 31, 2023

Approval Date: June 8, 2023

UPPER MERION TOWNSHIP

Invoices for Approval

June 8, 2023

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
01102 Petty Cash			
PETTY CASH	FAMRER'S MARKET PETTY CASH	01102 - 0500	200.00
	POOL OPENING DAY CASH DRAWERS	01102 - 0057	200.00
	<i>Total Petty Cash</i>		400.00
01138 Due from Developers			
REMINGTON & VERNICK ENGINEERS II, INC	3700 HORIZON DR: 1737 (LD)	01138 - 0000	469.59
	555 FLINTHILL ROAD 1802 (LD)	01138 - 0000	330.00
	677 W DEKALB PIKE: 1811 (LD)	01138 - 0000	2,292.50
	LOSTY SUBDIVISION: 1481 (SD)	01138 - 0000	600.00
	STONEBROOK: 1682 (LD)	01138 - 0000	9,016.91
	UM HIGH SCHOOL: 1694 (LD)	01138 - 0000	2,364.37
	<i>Total Due from Developers</i>		15,073.37
01150 Gas/Diesel/Postage			
PETROLEUM TRADERS CORP	DIESEL FUEL: PW GARAGE	01150 - 2301	1,186.30
	DIESEL FUEL: PW GARAGE	01150 - 2301	1,681.87
	DIESEL FUEL: PW GARAGE	01150 - 2301	3,076.44
	UNLEADED FUEL: PW GARAGE	01150 - 2300	1,937.10
	UNLEADED FUEL: PW GARAGE	01150 - 2300	2,343.11
	UNLEADED FUEL: PW GARAGE	01150 - 2300	4,117.10
	UNLEADED FUEL: TOWNSHIP BLDG	01150 - 2300	2,121.12
	UNLEADED FUEL: TOWNSHIP BLDG	01150 - 2300	3,492.62
	UNLEADED FUEL: TOWNSHIP BLDG	01150 - 2300	4,637.62
PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER BULK REFILL-MAY	01150 - 3250	400.00
	<i>Total Gas/Diesel/Postage</i>		24,993.28
01200 Current Payables			
PUBLIC WORKS EXPENSE CARD	PW STAFF APPRECIATION	01200 - 1050	1,732.80
	<i>Total Current Payables</i>		1,732.80
01301 GF - Property Taxes			
REAL ESTATE REFUNDS	22 RE TAX REFUND	01301 - 0100	23.22
	23 RE TAX REFUND	01301 - 0100	16.91
	23 RE TAX REFUND	01301 - 0100	18.30
	23 RE TAX REFUND	01301 - 0100	25.01
	23 RE TAX REFUND	01301 - 0100	27.79
	<i>Total GF - Property Taxes</i>		111.23
01310 511 Taxes			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-APR23	01310 - 0400	7,034.23
	UMASD SHARE OF LST/AMUSE-APR23	01310 - 0700	19,190.82
	<i>Total 511 Taxes</i>		26,225.05
01362 Public Safety			
MISC	REFUND: 744 CALEY ROAD (SWB)	01362 - 0440	390.00
SAFETY & CODES REFUND	PERMIT REFUND	01362 - 0400	2,404.00
	<i>Total Public Safety</i>		2,794.00
01367 Park & Recreation			
PARK & REC REFUND	CAMP REFUND	01367 - 0420	250.00
	FARMER MARKET REFUND	01367 - 0500	150.00
	LEARN TO SWIM CANCELLATION	01367 - 0112	19.00
	<i>Total Park & Recreation</i>		419.00
01380 Miscellaneous			
UPPER MERION AREA SCHOOL DIST	UMASD SHARE OF LST/AMUSE-APR23	01380 - 0100	-383.82
	UMASD SHARE OF LST/AMUSE-APR23	01380 - 0100	-140.68

UPPER MERION TOWNSHIP

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>		<u>ACCOUNT #</u>	<u>AMOUNT</u>
	<i>Total</i>	<i>Miscellaneous</i>		-524.50
01402 Accounting				
ADMIN HARRIS	2 DESK CHAIR MATS-HR		01402 - 2100	59.91
CAMPBELL DURRANT BEATTY PALOMBO	GENERAL LABOR-APR		01402 - 3140	2,979.50
	GENERAL LABOR-MAR		01402 - 3140	1,996.95
CDW-G INC #3418616	DYMO LABELS		01402 - 2700	36.64
CHARLES KIRLIN	CONSULTING-MAY		01402 - 3420	70.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE		01402 - 1560	678.18
	LIFE/DISAB-MAY		01402 - 1560	694.80
CINTAS CORPORATION #2	FIRST AID SUPPLIES-MAY		01402 - 2100	27.36
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE		01402 - 1560	41,145.60
EASTBURN & GRAY PC	LEGAL ZHB-MAY		01402 - 3145	4,458.00
FEDERAL EXPRESS CORPORATION	FEDEX-APR		01402 - 3250	124.78
FINANCE EXPENSE CARD	DESK LAMP		01402 - 2100	59.34
	DESK PROTECTOR/MOUSE PAD		01402 - 2100	23.30
	ERGONOMIC MOUSE (2)		01402 - 2100	19.06
GERRI VATTIMO	CROW CREEK RIBBON CUTTING		01402 - 3401	10.47
GREG WAKS	PSATS TRAVEL EXP-GW		01402 - 4630	264.98
HERFF JONES INC	EMPL SERVICE AWARDS		01402 - 9000	629.00
HOME DEPOT	SUPPLIES-MAY		01402 - 2700	3.75
LAW OFFICE OF SEAN KILKENNY	LEGAL TWP-MAY		01402 - 3140	5,000.00
	LEGAL TWP-MAY-1100 1ST AVE		01402 - 3140	207.00
	LEGAL TWP-MAY-125 W DEKALB		01402 - 3140	140.00
	LEGAL TWP-MAY-336 MYERS RD		01402 - 3140	315.00
	LEGAL TWP-MAY-450 BEIDLER RD		01402 - 3140	262.50
	LEGAL TWP-MAY-479 SHOEMAKER		01402 - 3145	52.50
	LEGAL TWP-MAY-730 HOBBS RD		01402 - 3140	420.00
	LEGAL TWP-MAY-BASIT RASOOL		01402 - 3140	402.50
	LEGAL TWP-MAY-BID ASSMT LIENS		01402 - 3140	105.00
	LEGAL TWP-MAY-SEWER LIENS		01402 - 3140	140.00
	LEGAL TWP-MAY-TAX COLLECTION		01402 - 3140	507.50
	LEGAL TWP-MAY-TRACY PROP MAINT		01402 - 3140	87.50
	LEGAL TWP-MAY-VF TOWERS ASSMT		01402 - 3140	210.00
MANAGERS EXPENSE CARD	BOS DINNER MTG 5/11		01402 - 9000	94.24
	BOS DINNER MTG 5/23		01402 - 9000	79.73
	BOS DINNER MTG 5/4		01402 - 9000	137.33
	EMPL APPRECIATION LUNCH		01402 - 9000	10.34
	EMPL APPRECIATION LUNCH		01402 - 9000	50.00
	EMPL APPRECIATION LUNCH		01402 - 9000	1,443.00
MCCARTHY & COMPANY PC	AUDITS & ADMIN-MAY		01402 - 3111	1,507.50
PIO EXPENSE CARD	CONVERTOR REPAIRS		01402 - 2700	273.45
	UMCC DOMAIN NAMES		01402 - 3420	62.51
	UTILITY CART		01402 - 3401	173.31
	WEBSITE PLUG-IN		01402 - 3420	199.00
REVOLUTION ALE WORKS	EMPL APPRECIATION LUNCH		01402 - 9000	840.00
RICHTER DRAFTING & OFFICE SUPPLY CO.	2 BX FOLDERS		01402 - 2100	51.52
	3 BX FOLDERS		01402 - 2100	66.15
	6 BX FILE FOLDERS		01402 - 2100	184.36
	6 BX FOLDERS/ENVELOPES		01402 - 2100	389.51
	RETURN 2 BX FOLDERS		01402 - 2100	-33.56
TD BANK CARD	BCA DINNER MTG 5/1		01402 - 3401	15.58
	BCA DINNER MTG 5/1		01402 - 9000	102.41
	EMPL APPRECIATION LUNCH		01402 - 9000	266.01
	WATER/COFFEE/SUPPLIES		01402 - 9000	199.16
THOMAS P CORCORAN	ZHB CRT RPTG 5/17		01402 - 3160	315.00
TIMES HERALD PUBLISHING CO INC	AD: BID CLARIFIERS		01402 - 3160	469.52

UPPER MERION TOWNSHIP

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
TIMES HERALD PUBLISHING CO INC	AD: BID PROPOSAL FUEL CONTRACT	01402 - 3160	515.16
	AD: ZHB 2023-05 & 06	01402 - 3160	314.12
TINA GARZILLO	PSATS CONF TRAVEL-TG	01402 - 4630	156.12
VERIZON	CELL SERVICE-APR	01402 - 3210	52.84
	CELL SERVICE-MAR	01402 - 3210	52.84
WILD BLUE CREATIVE CATERING INC	EMPL APPRECIATION LUNCH	01402 - 9000	1,443.00
WILLIAM A FRASER INC	SHARP COPIER LEASE	01402 - 3840	199.36
	SHARP MONTHLY USAGE	01402 - 3840	192.67
	<i>Total Accounting</i>		70,953.30
01403 Tax Collection			
TRI-STATE FINANCIAL GROUP LLC	COMMISSION-APR23	01403 - 3900	93,051.01
	<i>Total Tax Collection</i>		93,051.01
01407 Information Technology			
CDW-G INC #3418616	PROOFPOINT SUBSCRIPTION	01407 - 3742	11,000.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01407 - 1560	86.59
	LIFE/DISAB-MAY	01407 - 1560	88.71
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01407 - 1560	5,253.48
OMEGA SYSTEMS CONSULTANTS, INC	OFFSITE NETWORK MONITORING	01407 - 3742	970.80
VERIZON	CELL SERVICE-APR	01407 - 3210	191.17
	CELL SERVICE-MAR	01407 - 3210	191.16
WEIDENHAMMER	CISCO WEB FILTERING	01407 - 3742	508.75
	<i>Total Information Technology</i>		18,290.66
01408 Planning			
ARRO CONSULTING INC	ENGINEERING: STORMWATER MAP	01408 - 3131	7,000.00
	GRANT SERVICES	01408 - 3130	110.75
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01408 - 1560	57.70
	LIFE/DISAB-MAY	01408 - 1560	59.11
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01408 - 1560	3,500.64
HOME DEPOT	SUPPLIES-MAY	01408 - 3131	396.74
REMINGTON & VERNICK ENGINEERS II, INC	GENERAL ENGINEERING RTK	01408 - 3130	330.00
WILLIAM A FRASER INC	SHARP COPIER LEASE	01408 - 3840	49.84
	SHARP MONTHLY USAGE	01408 - 3840	13.51
	<i>Total Planning</i>		11,518.29
01410 Police			
911 SAFETY EQUIPMENT	911 SAFETY KATARYNICK CHAMBERS	01410 - 2380	1,542.00
	911 SAFETY TWO HI VIS POLOS	01410 - 2380	124.00
AQUA PENNSYLVANIA	WATER BILL BRYCE LANE MAY	01410 - 3600	114.67
BLAINE LEIS	COSTCO BARB CHOC PARTY LEIS RE	01410 - 3190	207.42
BRIDGEPORT TROPHY	BTC 8 TAGS FOR VEHICLE BOARD	01410 - 3190	224.00
	BTC FIDLER PLAQUE	01410 - 3190	171.35
	BTC RETIREMENT PLAQUE CHOC	01410 - 3190	172.85
BRUCE GINSBURG	BRUCES PLUMB HEATING	01410 - 3730	625.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01410 - 1560	3,974.12
	LIFE/DISAB-MAY	01410 - 1560	4,071.51
CINTAS CORPORATION #2	FIRST AID SUPPLIES-MAY	01410 - 2200	77.82
COMCAST CORPORATION	COMCAST CABLE BILL MAY	01410 - 3600	74.08
	COMMUNICATION LINES 05/23	01410 - 3210	200.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01410 - 1560	241,111.79
DENNIS CARROLL	BOOT REIMB CARROLL	01410 - 2380	120.00
DONALD WALLACE INC	UMPD GARAGE POWER WASHING	01410 - 3730	1,129.00
EAGLE POINT GUN/T J MORRIS & SON	EAGLE POINT PRACTICE AMMO 9MM	01410 - 4620	2,570.16
	EAGLE POINT TRAINING AMMO	01410 - 4620	1,509.20
EASTERN EMERGENCY MEDICAL SERVICE	TRAINING FAHERTY EASTERN PA EM	01410 - 4620	150.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
ELBERT LEE	ECO CLEANER - LEE REIMBURSEMENT	01410 - 2200	68.00
FEDERAL EXPRESS CORPORATION	FEDEX-APR	01410 - 3250	32.95
GALLS PARENT HOLDINGS LLC	GALLS - 2 NAMEPLATES KULL BURK	01410 - 2380	24.00
	GALLS - BOOTS FOR GWYNN	01410 - 2380	83.00
	GALLS - BOOTS/HOUSEL/KOBE/WEST	01410 - 2380	575.00
	GALLS - DUTY BOOT STAQUET	01410 - 2380	145.00
	GALLS - DUTY HOLSTER LEVEL III	01410 - 2380	143.66
	GALLS BOOT ORDER	01410 - 2380	3,984.00
	GALLS BOOT ORDER FAHERTY	01410 - 2380	95.00
	GALLS BOOT ORDER SMULL, CHRIST	01410 - 2380	248.00
	GALLS BOOTS FOR MENAGO	01410 - 2380	155.00
	GALLS CAP COVER 3 D CELL HOLDE	01410 - 2380	68.00
	GALLS CUFF CASE WITH S	01410 - 2380	31.87
	GALLS ICE POLO VAN DOLSEN	01410 - 2380	32.00
	GALLS SHIRST NAMEPLATE VAN DOL	01410 - 2380	40.00
	GALLS SWAT PANTS MANION	01410 - 2380	80.00
GM FINANCIAL LEASING	GM FINAN ROMBERGER CAR LEASE	01410 - 3750	523.94
	GM FINANCIAL ROMBERGER LEASE A	01410 - 3750	523.94
	ROMBERGER'S LEASE- JUNE	01410 - 3750	523.94
	ROMBERGER'S LEASE- MAY	01410 - 3750	523.94
HESS EMBROIDERY & UNIFORM LLC	HESS ELVERSON UNIF BAR PINS	01410 - 2380	102.20
JAMES J WELDON	UNIFORM GEAR - THREE UNIFORM S	01410 - 2380	158.85
	UNIFORM GEAR - TWO UNIFORM SHI	01410 - 2380	113.90
JAY NAKAHARA	IACIS 2023 REIMBURSE NAKAHARA	01410 - 3310	2,414.39
KRANSON CLOTHES INC	KRANSON 3 HATS JAV, RAL, TRAMO	01410 - 2380	312.00
	KRANSON B. JOHNSON SHIRTS	01410 - 2380	1,040.00
	KRANSON PANTS FOR NEW HIRES	01410 - 2380	3,508.00
MARTIN MENAGO	ACE CLEAN MENAGO UNIFORMS PROM	01410 - 2380	137.80
MCDONALDS UNIFORM INC	MCDONALD UNI TOURNIQUETS	01410 - 2380	295.92
MISC	TYLEESIA KITCHEN- TIRE	01410 - 3750	1,455.00
MOTOROLA INC	MOTOROLA -SPEAKER MICS (10)	01410 - 3270	820.80
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01410 - 3190	828.00
PENN STATE JUSTICE & SAFETY INSTITUTI	PENN STATE FTO WALSH	01410 - 4620	549.00
PIRMA	REFUND OVRPMT OF CLAIM 031590	01410 - 3750	95.81
POLICE EXPENSE CARD	ACE CLEAN LEIS, ELVERS 3 NEW O	01410 - 2380	383.76
	ACE CLEANERS - DOLGA ALTER SHI	01410 - 2380	18.72
	ACE CLEANERS NAMEPLATES SEWN	01410 - 2380	41.60
	AMAZON 3 TRAFFIC SAFETY GLOVE	01410 - 2380	53.97
	AMAZON PANTS FOR DAVIES	01410 - 2380	89.95
	AMAZON PRIME MONTHLY FEE	01410 - 2200	15.89
	CELLBRITE NAKAHARA	01410 - 3746	310.00
	CHEWY - ANNA OMEGA 3, CHEWS, P	01410 - 2200	199.53
	CHEWY - EXTRA FOOD KYZAR	01410 - 2200	135.67
	CHEWY FOOD FOR KYZAR	01410 - 2200	1,014.93
	CHEWY FOR KYZAR NEXGARD CHEW	01410 - 2200	73.14
	CLEARVIEW.AI FACIAL RECOGNITIO	01410 - 3190	1,900.00
	DUNKIN COFFEE FOR BARB RETIREM	01410 - 3190	127.14
	DUNKIN D RJIP MEETING CHIEF	01410 - 3190	21.19
	GIANT CREAMERS FOR KITCHEN	01410 - 2200	17.45
	PARTY FAIR CHOC RETIREMENT PAR	01410 - 3190	78.41
	PARTY PLACE CHOC RETIREMENT PA	01410 - 3190	26.44
	SUZY JO DONUTS BARB CHOC PARTY	01410 - 3190	138.02
	THE DOBBIN HOUSE - CHIEF	01410 - 3310	65.50
	WALMART FORKS, SPOONS, KNIVES	01410 - 2200	113.52
	WYNDHAM HOTEL - CHIEF	01410 - 3310	214.00
PROTECTIVE SAFETY SYSTEMS INC	PSS DOLGA BARKMEYER RECERT	01410 - 4620	1,300.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PUBLIC AGENCY TRAINING COUNCIL	PATC - WALSH TRAINING - INTERV	01410 - 4620	350.00
RADIO MAINTENANCE INC	RMI - DISPATCH TRAINING HARDWA	01410 - 3270	839.37
TD BANK CARD	AMAZON - POWER CORD EXT AND SP	01410 - 3270	5.99
	AMAZON AUDIO REPALCEMENT FOR E	01410 - 2200	45.98
	AMAZON ELK PRODUCTS TRIGG SENS	01410 - 3270	26.00
	AMAZON MOTOROLA CARRY HOLDER	01410 - 3210	215.22
THE JAYDOR COMPANY	JAYDOOR UMPD GARAGE DOOR	01410 - 3730	1,050.00
VERIZON	CELL SERVICE-APR	01410 - 3210	1,738.47
	CELL SERVICE-MAR	01410 - 3210	1,620.16
	COMMUNICATION LINES 06/23	01410 - 3210	99.00
W B MASON CO INC AC# MI-1255	WB MASON - CHAIRMATS FOR DISPA	01410 - 2200	287.98
WILLIAM A FRASER INC	SHARP COPIER LEASE	01410 - 3700	241.36
	SHARP MONTHLY USAGE	01410 - 3700	238.83
WOLANIN CONSULTING AND ASSESSMENT	WOLANIN PSYCH VISITS (5)	01410 - 3190	1,000.00
	<i>Total Police</i>		291,999.07
01411 Fire and EMS			
ADVANCED RECOVERY SYSTEMS INC	COLLECTION AGENCYFEE 5/1-5/31	01411 - 3900	1,675.71
BAY HEAD INVESTMENTS INC	HUBCAP 356-15	01411 - 3750	191.20
	REPAIRS 356-5	01411 - 3750	1,030.30
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01411 - 2100	124.39
	EMS SUPPLIES	01411 - 2100	715.44
	EMS SUPPLIES	01411 - 2100	747.60
	GLOVES	01411 - 2100	419.48
CDW-G INC #3418616	APPLECARE FOR EMS IPAD	01411 - 3746	59.00
	EMS IPAD	01411 - 3746	675.00
	EMS TRAINING LAPTOP	01411 - 4620	537.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01411 - 1560	1,041.70
	LIFE/DISAB-MAY	01411 - 1560	1,067.23
COMCAST CORPORATION	COMMUNICATION LINES 06/23	01411 - 3210	413.39
	SERVICE MAY	01411 - 3210	52.31
DEER PARK	WATER DELIVERY	01411 - 2200	135.02
	WATER DELIVERY	01411 - 2200	57.30
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01411 - 1560	63,200.68
EASTERN GENERATOR INC.	GENERATOR MAINT	01411 - 3740	863.38
EMS EDUCATIONAL SERVICES, INC.	TRAINING CARDS	01411 - 4620	1,020.00
	TRAINING CARDS	01411 - 4620	1,560.00
FIRE LINE EQUIPMENT, LLC	COMPARTMENT LIGHTS	01411 - 3750	23.13
HOME DEPOT	SUPPLIES-MAY	01411 - 2200	420.72
JAMES JOHNSON	REIMB MEALS OFFICERS MEETING	01411 - 3310	45.98
JOHN GOLONKA	TUITION REIMB	01411 - 1855	1,539.20
JOHN S POSEN INC	MEDICAL OXYGEN	01411 - 2100	40.85
	MEDICAL OXYGEN	01411 - 2100	40.85
	MEDICAL OXYGEN	01411 - 2100	43.90
	MEDICAL OXYGEN	01411 - 2100	51.80
	MEDICAL OXYGEN	01411 - 2100	54.85
	MEDICAL OXYGEN	01411 - 2100	62.75
	MEDICAL OXYGEN	01411 - 2100	87.70
KING OF PRUSSIA VOL FIRE CO	JUNE ALLOCATION	01411 - 2420	17,163.00
LAURA COLE	REIMB BEDDING	01411 - 2100	142.04
LAW ENFORCEMENT RISK MGMT GROUP, I	LOCKHART TRAINING	01411 - 4620	325.00
MARK WILSON	REIMB MEAL PLAN NFA	01411 - 3310	347.84
MCDONALDS UNIFORM INC	FORCE UNIFORMS	01411 - 2380	160.51
MCKESSON MEDICAL-SURGICAL GOVERN	EMS SUPPLIES	01411 - 2100	85.35
	EMS SUPPLIES	01411 - 2100	161.13
MICHAEL A. DRAGONETTI	ELEVATOR RESCUE TRAINING	01411 - 4620	3,300.00
MOTOROLA INC	RSM CORD	01411 - 3270	151.20

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
MOTOROLA INC	SPEAKER MIC	01411 - 3270	532.22
NATIONAL FIRE SPRINKLER ASSOC., INC	DUES DAYWALT	01411 - 4200	50.00
OFFICE BASICS, INC	JANITORIAL SUPPLIES	01411 - 2200	67.13
	JANITORIAL SUPPLIES	01411 - 2200	93.58
	JANITORIAL SUPPLIES	01411 - 2200	1,112.24
PECO ENERGY	GAS AND ELEC STA 56	01411 - 3600	970.08
PENNSYLVANIA FISH AND BOAT COMMISS	SPEERS WRER COURSE FEE	01411 - 4620	10.00
POLICE EXPENSE CARD	BACKGROUND CHECK	01411 - 3190	22.00
	CABLES	01411 - 2200	50.24
	JOHNSON RADIO STRAP	01411 - 2200	79.79
	TOLLS	01411 - 2200	26.60
	TOLLS	01411 - 2200	40.00
SWEDELAND VOL. FIRE CO.	JUNE ALLOCATION	01411 - 2420	11,127.67
	REIMB MEALS	01411 - 3310	149.50
SWEDESBURG VOL. FIRE CO.	JUNE ALLOCATION	01411 - 2420	10,995.00
TD BANK CARD	RADIO CABLE	01411 - 3270	89.99
TIMOTHY CAPUZZI	REIMB HOME DEPOT	01411 - 2100	21.36
TRANSTECK, INC	REPAIRS 356-1	01411 - 3750	8,280.48
ULINE	TRAINING CENTER SHELVING UNITS	01411 - 4620	2,185.05
VERIZON	CELL SERVICE-APR	01411 - 3210	876.40
	CELL SERVICE-MAR	01411 - 3210	876.12
WILLIAM A FRASER INC	SHARP COPIER LEASE	01411 - 3746	70.00
	SHARP MONTHLY USAGE	01411 - 3746	47.61
WILLIAM DAYWALT	REIMB WALMART	01411 - 3310	57.80
WITMER ASSOCIATES INC	HOSE COUPLING	01411 - 2200	98.00
WOLANIN CONSULTING AND ASSESSMENT	PSYCH EVAL	01411 - 3190	425.00
Total		Fire and EMS	138,187.79

01413 Codes Enforcement

BRIAN SAKAL	BS SEMINAR	01413 - 4620	125.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01413 - 1560	293.49
	LIFE/DISAB-MAY	01413 - 1560	300.69
CONLIN'S COPY CENTER	DOOR HANGERS	01413 - 2200	485.10
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01413 - 1560	17,806.41
INTERNATIONAL CODE COUNCIL INC	CODE BOOK	01413 - 2390	141.00
REINHARDT INDUSTRIES	PM C/U	01413 - 4520	143.10
RICHTER DRAFTING & OFFICE SUPPLY CO.	AP STAMP	01413 - 2200	29.75
	SUPPLIES	01413 - 2100	27.44
	SUPPLIES	01413 - 2200	74.76
THE AMBRUSH CO. INC	CE SHIRTS	01413 - 9000	776.00
TRAISR LLC	TRAISR MAINT.	01413 - 3746	300.00
UNITED INSPECTION AGENCY INC	EPR	01413 - 3190	1,450.00
VERIZON	CELL SERVICE-APR	01413 - 3210	43.16
	CELL SERVICE-MAR	01413 - 3210	43.16
WILLIAM A FRASER INC	SHARP COPIER LEASE	01413 - 3840	49.84
	SHARP LEASE PAYMENT	01413 - 3840	39.00
	SHARP MONTHLY USAGE	01413 - 3840	84.32
Total		Codes Enforcement	22,212.22

01430 Transportation

AMAZON CAPITAL SERVICES, INC.	CLEANING SUPPLIES (TRAFFIC)	01430 - 2200	49.31
	TABLET SCREEN PROTECTORS	01430 - 2453	109.86
ATHENS TECHNICAL SPECIALISTS INC	CALIBRATE MMU TESTER	01430 - 2200	715.56
CDW-G INC #3418616	APPLECARE FOR PWD IPADS	01430 - 2453	118.00
	IPADS FOR PWD	01430 - 2453	900.00
	PWD IPAD COVERS	01430 - 2453	140.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01430 - 1560	662.18

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CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-MAY	01430 - 1560	678.41
COLONIAL ELECTRIC SUPPLY CO	CONDUIT HANGER	01430 - 2200	7.62
	ELECTRIC METER	01430 - 2200	594.70
COMCAST CORPORATION	CABLE SERVICE: PW GARAGE	01430 - 3730	31.24
DEER PARK	COOLER WATER: TRANSPORTATION	01430 - 3730	43.92
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01430 - 1560	40,174.89
GLASGOW INC.	INLET REPAIR: ABRAMS MILL RD	01430 - 2453	122.50
	INLET REPAIR: ADAMS RD	01430 - 2453	153.74
	INLET REPAIR: GODDARD BLVD	01430 - 2453	122.50
	INLET REPAIR: GODDARD BLVD	01430 - 2453	156.80
	INLET REPAIR: PULASKI DR	01430 - 2453	153.13
	INLET REPAIR: SUELLEN DR	01430 - 2453	96.78
	INLET REPAIR: SUELLEN DR	01430 - 2453	99.23
	INLET REPAIRS: GODDARD BLVD	01430 - 2453	275.63
	INLET REPAIRS: SUMMIT STREET	01430 - 2453	279.91
	MODIFIED STONE STOCK	01430 - 2453	377.43
HOME DEPOT	SUPPLIES-MAY	01430 - 2200	689.05
	SUPPLIES-MAY	01430 - 2451	63.08
	SUPPLIES-MAY	01430 - 2453	447.52
	SUPPLIES-MAY	01430 - 3740	97.90
MAYFIELD GARDENS INC	TOP SOIL: KERRWOOD RD CULVERT	01430 - 2453	448.00
OFFICE BASICS, INC	CREDIT: JANITORIAL SUPPLIES	01430 - 3730	-278.55
	ROLL TOWELS	01430 - 3730	278.55
	ROLL TOWELS: PW GARAGE	01430 - 3730	130.26
PECO ENERGY	ELECTRIC: SALT SHED	01430 - 3600	35.00
	ELECTRIC: TRAFFIC SIGNALS	01430 - 3611	1,335.43
PENNA AMERICAN WATER CO.	WATER: PW GARAGE	01430 - 3730	375.36
PUBLIC WORKS EXPENSE CARD	FOOD FOR PW TRAINING	01430 - 4620	41.98
	FOOD FOR PW TRAINING	01430 - 4620	41.98
THE AUTOMOTIVE TRAINING GROUP, INC	PICARIELLO: EV TRAINING	01430 - 4620	239.00
TRAFFIC PRODUCTS LLC	CONTROLLER REPAIR	01430 - 2200	1,155.00
TRAISR LLC	TRAISR SAAS	01430 - 3190	2,040.00
VERIZON	CELL SERVICE-APR	01430 - 3210	511.05
	CELL SERVICE-MAR	01430 - 3210	638.40
	COMMUNICATION LINES 06/23	01430 - 3210	33.59
WASTE MANAGEMENT SOUTHEAST PA	RECYCLE REMOVAL: PW GARAGE	01430 - 3185	63.40
WILLIAM A FRASER INC	SHARP COPIER LEASE	01430 - 3840	71.82
	SHARP MONTHLY USAGE	01430 - 3840	4.62
	Total	Transportation	54,525.78

01432 PW-Vehicle Maintenance

10-8 EMERGENCY VEHICLE SERVICE LLC	10-8 SMA SMA RP PAT K9 CAR	01432 - 2500	20.28
AMAZON CAPITAL SERVICES, INC.	UNIT 44: DRIVERS SEAT	01432 - 2500	185.98
ARDMORE TIRE, INC	UNIT 16: TIRE REPAIR	01432 - 2500	148.04
	UNIT 56-2:TIRES	01432 - 2500	592.16
	UNIT 64: TIRES	01432 - 2500	280.00
BERGEY'S FORD INC.	UNIT 16: LUG NUTS	01432 - 2500	57.30
	UNIT 16: WHEEL LUGS	01432 - 2500	85.68
	UNIT 18: FILTER KIT	01432 - 2500	67.05
	UNIT 438: TIRE PATCH	01432 - 2500	58.00
	UNIT 62: LAMP ASSEMBLY	01432 - 2500	291.79
BOB'S AUTO PARTS	A/C FREON	01432 - 2500	319.99
	CREDIT: BATTERY CORE	01432 - 2500	-60.00
	UBIT 56-2: CABIN FILTER	01432 - 2500	35.98
	UNIT 14: BRAKES & ROTORS	01432 - 2500	426.18
	UNIT 16: BRAKE ROTOR	01432 - 2500	129.98
	UNIT 16: SENSOR	01432 - 2500	39.98

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BOB'S AUTO PARTS	UNIT 19: BATTERY	01432 - 2500	248.99
	UNIT 423: MOTOR OIL & FILTER	01432 - 2500	61.02
	UNIT 478: INNER SEAL	01432 - 2500	31.17
	UNIT 478: RADIAL SEAL	01432 - 2500	58.59
	UNIT 62: BRAKE ROTOR	01432 - 2500	105.98
	UNIT 64: BATTERY & FILTER	01432 - 2500	194.97
	WIPER BLADES	01432 - 2500	89.80
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01432 - 1560	131.91
	LIFE/DISAB-MAY	01432 - 1560	135.14
CYCLE STOP INC	UNIT 59: BRAKE PADS	01432 - 2500	39.98
	UNITS 58,59: TUNE-UP KITS	01432 - 2500	169.34
DEER PARK	COOLER WATER: VEHICLE MAINT	01432 - 2200	12.89
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01432 - 1560	8,003.03
HOOVER TRUCK CENTERS, INC.	UNIT 460: SENSOR	01432 - 2500	68.81
KEIL WELDING & FABRICATING INC	UNIT 459: PARTS	01432 - 2500	265.00
MOBILE LIFTS INC	UNIT 421: SAFETY INSPECTION	01432 - 2500	1,652.82
MSC INDUSTRIAL INC	HARDWARE	01432 - 2500	209.07
	MISC. SUPPLIES	01432 - 2500	269.29
PECO ENERGY	ELECTRIC: NOR-VIEW FARM HOUSE	01432 - 2500	46.29
POLICE EXPENSE CARD	EXXON GAS FOR MOTORCYCLE	01432 - 2500	9.80
	EXXON GAS FOR MOTORCYCLE	01432 - 2500	11.28
	EXXON GAS FOR MOTORCYCLE	01432 - 2500	17.55
STEELE'S TRUCK & AUTO REPAIR INC	UNIT 14: EMISSIONS TEST	01432 - 2500	45.00
	UNIT 17: EMISSIONS TEST	01432 - 2500	45.00
	UNIT 212: EMISSIONS TEST	01432 - 2500	35.00
	UNIT 22: EMISSIONS TEST	01432 - 2500	45.00
	UNIT 56: EMISSIONS	01432 - 2500	35.00
	UNIT 6: EMISSIONS TEST	01432 - 2500	45.00
	UNIT 62: EMISSIONS TEST	01432 - 2500	35.00
TRANSAXLE LLC	CREDIT: BRAKE DRUM	01432 - 2500	-100.00
	UNIT 459: BRAKE DRUM SET	01432 - 2500	1,200.26
	UNIT 459: DRUM CORE	01432 - 2500	-130.00
	UNIT 460: BRAKE DRUMS	01432 - 2500	550.30
UNI-SELECT USA INC	AIR FILTERS	01432 - 2500	27.22
	UNIT 459: FILTER	01432 - 2500	12.75
	UNIT 459: FILTERS	01432 - 2500	67.78
	UNIT 459: FUEL FILTER	01432 - 2500	27.89
	UNIT 56-2: AIR FILTER	01432 - 2500	62.74
UNITED RENTALS (NA), INC.	UNIT 456: WATER SEPERATOR	01432 - 2500	398.32
WELDON AUTO PARTS INC	UNIT 439: FILL BREATHER	01432 - 2500	49.14
Total		PW-Vehicle Maintenance	16,962.51

01434 PW-Park Maintenance

AMAZON CAPITAL SERVICES, INC.	HEUSER PARK FLAG	01434 - 2200	64.23
BRIDGEPORT PAINT	PAINT	01434 - 2200	102.70
BRUCE GINSBURG	SPRING HOUSE PIPING REPAIR	01434 - 2800	425.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01434 - 1560	312.00
	LIFE/DISAB-MAY	01434 - 1560	319.65
CINTAS CORPORATION #2	FIRST AID SUPPLIES	01434 - 2800	212.52
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01434 - 1560	18,929.14
EDWIN P BURKHOLDER	ANIMAL FEED	01434 - 2800	199.00
GLASGOW INC.	WALKER FIELD: DRIVWAY REPAIRS	01434 - 2200	743.22
GORECON INC	TURF MAINTENANCE	01434 - 3190	12,780.00
HOME DEPOT	SUPPLIES-MAY	01434 - 2200	438.00
	SUPPLIES-MAY	01434 - 2800	1,284.86
	SUPPLIES-MAY	01434 - 3740	105.23
M.A.D. EXTERMINATORS, INC.	BAIT BOXES: NOR-VIEW FARM	01434 - 2800	50.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
M.A.D. EXTERMINATORS, INC.	PEST CONTROL: NOR-VIEW FARM	01434 - 2800	35.00
MAYFIELD GARDENS INC	BLACK MULCH PARK SIGNS	01434 - 2200	247.50
PECO ENERGY	ELECTRIC: COMPOST SITE	01434 - 2460	56.63
	ELECTRIC: NOR-VIEW FARM BARN 1	01434 - 2800	121.74
	ELECTRIC: NOR-VIEW FARM BARN 2	01434 - 2800	121.35
	ELECTRIC: NOR-VIEW FARM STORE	01434 - 2800	136.16
	ELECTRIC: NOR-VIEW ROOSTER	01434 - 2800	39.22
PETROLEUM TRADERS CORP	DIESEL FUEL: COMPOST SITE	01434 - 2460	1,302.03
SITEONE LANDSCAPE SUPPLY HOLDING LI	FIELD MARKING CHALK	01434 - 2200	120.23
	GRANULAR HERBICIDE	01434 - 2210	169.27
	GRASS SEED	01434 - 2200	144.95
STEVE HUNSBERGER	VETERINARIAN SERVICES: HORSES	01434 - 2800	310.00
TRACTOR SUPPLY CO	ANIMAL FEED	01434 - 2800	507.32
	FARM SUPPLIES	01434 - 2800	540.33
	IVERMECTIN PASTE	01434 - 2800	63.92
VERIZON	CELL SERVICE-APR	01434 - 2800	25.58
	CELL SERVICE-MAR	01434 - 2800	25.57
	COMMUNICATION LINES 06/23	01434 - 3210	43.42
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: NOR-VIEW FARM	01434 - 2800	564.16
WILLIAM A FRASER INC	SHARP COPIER LEASE	01434 - 2800	29.68
	SHARP MONTHLY USAGE	01434 - 2800	6.16
Total PW-Park Maintenance			40,575.77

01436 PW-Building Maintenance

AQUA PENNSYLVANIA	AQUA WATER: TOWNSHIP BUILDING	01436 - 3600	242.86
	AQUA: TOWNSHIP BUILDING	01436 - 3600	3,488.18
	WATER: SUNNY HILL FARM	01436 - 3600	20.46
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	01436 - 1560	101.76
	LIFE/DISAB-MAY	01436 - 1560	104.25
CINTAS CORPORATION #2	FIRST AID SUPPLIES-MAY	01436 - 2446	15.43
COMCAST CORPORATION	COMMUNICATION LINES 05/23	01436 - 3210	604.39
DEER PARK	COOLER WATER: TOWNSHIP BLDG	01436 - 2200	288.02
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01436 - 1560	6,173.54
EIP HOLDCO, INC	COMMUNICATION LINES 05/23	01436 - 3210	1,374.39
HOME DEPOT	SUPPLIES-MAY	01436 - 3730	601.71
NALCO U.S. 2 INC	NALCO WATER: ENERGY SURCHARGE	01436 - 4545	54.40
	WATER TREATMENT FEE	01436 - 4545	226.68
	WATER TREATMENT FEE	01436 - 4545	226.68
OFFICE BASICS, INC	KITCHEN/RESTROOM SUPPLIES	01436 - 2200	959.64
PARKER INTERIOR PLANTSCAPE INC	INTERIOR PLANT SERVICE	01436 - 4545	617.40
PECO ENERGY	ELECTRIC: LED SIGN TWP BLDG	01436 - 3600	72.77
	ELECTRIC: TOWNSHIP BUILDING	01436 - 3600	7,354.14
	GAS: TOWNSHIP BUILDING	01436 - 3600	99.25
VERIZON	COMMUNICATION LINES 06/23	01436 - 3210	279.00
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	950.50
	WASTE REMOVAL: TOWNSHIP BLDG	01436 - 3185	385.70
WEST CHESTER MECHANICAL CONTRACT	REPAIR: CT WATER LINE	01436 - 3730	1,031.16
Total PW-Building Maintenance			25,272.31

01450 Park and Recreation

AMAZON CAPITAL SERVICES, INC.	CLEANING SUPPLIES	01450 - 3730	452.39
	DAY CAMP SUPPLIES	01450 - 4592	1,180.55
	DAY CAMP SUPPLIES	01450 - 4592	1,461.84
	FARMERS MARKET SUPPLIES	01450 - 4597	9.99
	FARMERS MARKET SUPPLIES	01450 - 4597	15.99
	FARMERS MARKET SUPPLIES	01450 - 4597	116.92
	FIRST AID SUPPLIES	01450 - 2100	368.02

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
AMAZON CAPITAL SERVICES, INC.	HAND WASHING STATION UMFM	01450 - 4597	199.49
	LAWN MARKING FLAGS	01450 - 4599	182.63
	OFFICE SUPPLIES	01450 - 2100	34.30
	PICKLEBALL RENTAL PADDLES	01450 - 4599	107.97
	POOL BATHROOM SUPPLIES	01450 - 2211	62.80
	POOL OFFICE SUPPLIES	01450 - 2211	99.38
	POOL SUPPLIES	01450 - 2211	15.38
	POOL SUPPLIES	01450 - 2211	21.19
	POOL SUPPLIES	01450 - 2211	67.52
	POOL SUPPLIES ADHESIVE	01450 - 2211	41.60
	SPORTS EQUIPMENT	01450 - 4599	1,028.68
	UMFM SUPPLIES	01450 - 4597	10.99
	UMFM SUPPLIES	01450 - 4597	28.47
	UMFM SUPPLIES	01450 - 4597	127.99
	RED CROSS TRAINING	01450 - 4593	189.00
	BOB CASE PARK WATER BILL	01450 - 3600	242.86
	BOB CASE PARK- WATER BILL	01450 - 3600	534.82
AMERICAN NATIONAL RED CROSS & ITS C AQUA PENNSYLVANIA	CULTURAL CENTER WATER BILL	01450 - 3600	59.67
	SWEDELAND PARKWATER BILL	01450 - 3600	107.22
	UMCC WATER BILL	01450 - 3600	242.86
	UMCC WATER BILL	01450 - 3600	1,037.37
	WALKER FIELD - WATER BILL	01450 - 3600	222.64
	WALKER PARK WATER BILL	01450 - 3600	20.46
	FITNESS CENTER MED. SUPPLIES	01450 - 4599	487.22
	CELL PHONE REIMBURSEMENT	01450 - 3210	150.00
	EVENT SUPPLIES REIMBURSEMENT	01450 - 4595	76.75
	PLUMBING POOL	01450 - 3732	1,525.00
BRUCE GINSBURG CHESTER COUNTY DRAWING CLASSES, LL CIGNA LIFE INSURANCE OF NEW YORK	YOUNG REMBRANDTS	01450 - 4593	2,072.00
	LIFE/DISAB-JUNE	01450 - 1560	208.08
	LIFE/DISAB-MAY	01450 - 1560	213.18
COMCAST CORPORATION	COMMUNICATION LINES 05/23	01450 - 3600	721.06
	COMMUNICATION LINES 06/23	01450 - 3210	312.45
DANIEL D SOMERVILLE	CLEANING SERVICE	01450 - 3730	1,300.00
DAVE & BUSTER'S INC	DAY CAMP TRIP	01450 - 4592	1,674.94
DAVID FIORENZA	UMFM MUSIC	01450 - 4597	50.00
DEBRA BEVAN	ENTERTAINMENT FM	01450 - 4597	400.00
DEER PARK	OFFICE WATER	01450 - 2100	32.66
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	01450 - 1560	12,624.26
DONALD WALLACE INC	BUILDING MAINTENANCE- HEUSER	01450 - 3730	721.92
	UMCC GYM FLOOR RE-COATING	01450 - 3730	4,950.00
DUBBLE BUBBLES LAUNDRY	COMMERCIAL WASH	01450 - 3730	60.00
DUFF SUPPLY COMPANY	POOL BATHROOM MAINTENANCE	01450 - 3732	126.24
E-WEBSITE INC	COMMUNITY PASS CC FEES	01450 - 3900	2,274.73
	COMMUNITY PASS FEES	01450 - 3900	5,440.48
	XTREME HOOPS INSTRUCTOR	01450 - 4593	450.00
EDWARD W. SWAYZE JR	ADC TRIP	01450 - 4592	1,211.05
ELMWOOD PARK ZOO	ZUMBA	01450 - 4593	1,600.80
EUGENIA C ROSKOS	EMPLOYEE SCREENINGS	01450 - 3190	566.15
FIRST HOSPITAL LABORATORIES INC	FLOOR CLEANER	01450 - 3730	949.29
FRANKLIN CLEANING EQUIPMENT & SUPP FUN EXPRESS LLC	POOL ACTIVITIES	01450 - 2211	79.98
	POOL ACTIVITIES	01450 - 2211	119.97
	POOL ACTIVITIES	01450 - 2211	422.50
	DAY CAMP TRIP	01450 - 4592	305.00
GARDEN STATE BASEBALL LP	CELL PHONE EXPENSE	01450 - 3210	150.00
HEATHER MELCK	POOL SUPPLIES	01450 - 2211	89.15
HOLLY MEADE DESIGNS INC	CAMP ACTIVITY	01450 - 4592	150.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
HOME DEPOT	SUPPLIES-MAY	01450 - 2211	213.71
	SUPPLIES-MAY	01450 - 4599	232.58
JEANA F. MUCCIA	BALROOM DANCING	01450 - 4593	126.00
JEREMY DEPRISCO	UMFM MUSIC	01450 - 4597	50.00
JOJO TRIVIA ENTERPRISES LLC	POOL STAFF UNIFORMS	01450 - 2211	1,737.50
JOSEPH PLUSH	JULY 4TH ENTERTAINMENT	01450 - 4595	1,600.00
KAP7 INTERNATIONAL INC	POOL SUPPLIES (BCA GRANT)	01450 - 2211	994.95
KENDRA BONNER	CAMP ACTIVITY	01450 - 4592	80.00
LAWRENCE AHEARN	UMFM MUSIC	01450 - 4597	50.00
M.A.D. EXTERMINATORS, INC.	UMCC EXTERMINTOR	01450 - 3730	125.00
MARIANNE SUTERA RHOADS	CAMP ACTIVITY	01450 - 4593	240.00
	PURPOSEFUL PLAY	01450 - 4593	4,128.00
MICHAEL COLEMAN	TAE KWON DO INSTRUCTOR	01450 - 4593	128.00
NATIONAL RECREATON & PARK ASSN	NRPA MEMBERSHIP DUES	01450 - 4200	700.00
OCCUPATIONAL HEALTH CENTERS OF THI	EMPLOYEE SCREENINGS	01450 - 3190	68.00
OFFICE BASICS, INC	CLEANING SUPPLIES	01450 - 3730	366.28
	CLEANING SUPPLIES	01450 - 3730	548.50
	POOL MAINTENACE SUPPLIES	01450 - 3731	189.06
PARK & REC EXPENSE CARD	COURT LINE PAINT	01450 - 4599	55.24
	PA REC AND PARK SOCIETY	01450 - 4620	5.00
	POOL EQUIPMENT STORAGE	01450 - 2211	1,601.32
	POOL SUPPLIES -UMBRELLAS	01450 - 2211	5.29
	SPOTIFY	01450 - 4200	16.95
	SPRING WATER POOL	01450 - 2211	129.84
	UMFM BANNER	01450 - 4597	44.67
	UMFM BUSINESS CARDS	01450 - 4597	38.15
	UMFM CHILI COOK-OFF PLAQUE	01450 - 4597	163.00
	ZOOM ANNUAL SUBSCRIPTION	01450 - 2200	158.89
PATRICK MCDONOUGH	SCOREBOARD REPAIR- HEUSER	01450 - 4599	520.00
PECO ENERGY	ELECTRIC BAXTER FIELD	01450 - 3600	1,763.08
	ELECTRIC BOB WHITE FARMS	01450 - 3600	83.95
	ELECTRIC EXECUTIVE ESTATES	01450 - 3600	34.10
	ELECTRIC GAZEBO	01450 - 3600	260.05
	ELECTRIC HEUSER PARK	01450 - 3600	2,775.90
	ELECTRIC INDOOR REC	01450 - 3600	7,302.49
	ELECTRIC SWEDELAND PARK	01450 - 3600	65.56
	ELECTRIC SWEDELAND PARK	01450 - 3600	93.47
	ELECTRIC SWIM-TENNIS	01450 - 3600	774.11
	ELECTRIC TWP BUILDING GAZEBO	01450 - 3600	29.79
	ELECTRIC TWP. PARK	01450 - 3600	618.64
	LIGHTS WALKER PARK	01450 - 3600	765.57
	UMCC GAS	01450 - 3600	632.15
	WALKER PARK ELECTRIC	01450 - 3600	817.54
PIO EXPENSE CARD	UMFM SPONSOR BANNER	01450 - 3250	164.21
REPUBLIC SERVICES INC	WASTE REMOVAL - HEUSER PARK	01450 - 3185	372.95
	WASTE REMOVAL -WALKER	01450 - 3185	296.51
RICHARD A HART	JUMP START SPORTS SOCCER	01450 - 4593	825.00
RICHTER DRAFTING & OFFICE SUPPLY CO.	OFFICE SUPPLIES	01450 - 2100	74.65
	OFFICE SUPPLIES	01450 - 2100	116.67
ROBERT S GREEN	TENNIS INSTRUCTOR	01450 - 4593	1,232.00
SCHANK PRINTING INC.	BUSINESS CARDS	01450 - 2100	510.00
SCHWEMM LEARNING ADVENTURES LLC	SNAPOLOGY	01450 - 4593	560.00
SIMPLEX WELLNESS, INC.	SIMPLEX	01450 - 3701	16,194.95
SRS FITNESS INC	FITNESS CENTER EQUIPMENT	01450 - 4599	1,499.85
THRILLZ, LLC	CAMPTRIP- THRILLZ	01450 - 4592	2,020.00
TYLER MARTIN LTD	JULY 4TH STAGE - BALANCE	01450 - 4595	6,510.00

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TYLER MARTIN LTD	JULY 4TH STAGE- DEPOSIT	01450 - 4595	6,510.00
TYLER STROYEK	PICKLEBALL INSTUCTOR	01450 - 4593	2,604.00
UPPER MERION AREA SCHOOL DIST	CUSTODIAL COVERAGE SCHOOL DIST	01450 - 4593	5,775.00
UPPER MERION SEWER REVENUE	SEWER CHARGE	01450 - 3600	74.75
	SEWER CHARGES	01450 - 3600	74.75
	SEWER CHARGES	01450 - 3600	74.75
	SEWER CHARGES BOB CASE	01450 - 3600	74.75
	UMCC SEWER CHARGES	01450 - 3600	74.75
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	01450 - 3731	937.95
V E RALPH & SON INC	AED	01450 - 4599	1,393.35
VERIZON	CELL SERVICE-APR	01450 - 4597	60.44
	CELL SERVICE-MAR	01450 - 4597	60.44
WASTE MANAGEMENT SOUTHEAST PA	WASTE REMOVAL	01450 - 3185	243.66
WHITETAIL DISPOSAL, INC	WASTE REMOVAL	01450 - 3185	691.33
WILLIAM A FRASER INC	SHARP COPIER LEASE	01450 - 3840	141.68
	SHARP MONTHLY USAGE	01450 - 3840	149.26
WILLIAM HENRY REED III	XTREME HOOPS INSTRUCTOR	01450 - 4593	366.90
XTREME HOOPS	XTREME HOOPS	01450 - 4593	160.00
	XTREME HOOPS	01450 - 4593	2,295.10
	<i>Total Park and Recreation</i>		132,277.83
01493 TMA/Rambler/Other			
GREATER VALLEY FORGE T.M.A.	MAY23 SVC	01493 - 3320	22,801.48
PECO ENERGY	PECO: SUNNY HILL FARM	01493 - 3600	32.39
	<i>Total TMA/Rambler/Other</i>		22,833.87
01495 Misc. Expense			
COMMONWEALTH OF PA	2022 UNCLAIMED PROPERTY FILING	01495 - 9700	1,820.00
INDIAN VALLEY APPRAISAL COMPANY	APPRAISAL FEE-216 ALLENDALE RD	01495 - 9700	2,800.00
RELOCATION PROJECT MANAGERS INC	1 DESK INSTALL	01495 - 9700	400.00
	CLEAN/DISINFECT FURNITURE	01495 - 9700	1,400.00
ULINE	WIRE CART	01495 - 9700	497.23
	<i>Total Misc. Expense</i>		6,917.23
04456 Library			
AMAZON CAPITAL SERVICES, INC.	SUPPLIES	04456 - 2100	329.31
	SUPPLIES	04456 - 2472	168.90
	SUPPLIES	04456 - 2473	268.94
BAKER & TAYLOR INC	BOOKS	04456 - 2472	67.75
	BOOKS	04456 - 2472	328.17
	BOOKS	04456 - 2472	544.26
	BOOKS	04456 - 2472	594.88
	BOOKS	04456 - 2472	615.91
	BOOKS	04456 - 2472	865.39
	CHILDREN'S BOOKS	04456 - 2473	37.52
	CHILDREN'S BOOKS	04456 - 2473	248.79
	CHILDREN'S BOOKS	04456 - 2473	277.97
	CHILDREN'S BOOKS	04456 - 2473	576.81
	CHILDREN'S BOOKS	04456 - 2473	764.52
	CHILDREN'S BOOKS	04456 - 2480	24.18
	CHILDREN'S BOOKS	04456 - 2480	48.97
	CHILDREN'S BOOKS	04456 - 2480	91.88
	YOUNG ADULT	04456 - 2473	34.88
	YOUNG ADULT	04456 - 2480	72.17
BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	82.40
	MEDIA	04456 - 2476	390.08
	MEDIA	04456 - 2476	554.00

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
BLACKSTONE AUDIO INC	MEDIA	04456 - 2476	898.17
BRODART COMPANY	SUPPLIES	04456 - 2100	164.67
	SUPPLIES	04456 - 2100	185.24
CENGAGE LEARNING INC	LARGE PRINT	04456 - 2481	47.25
	LARGE PRINT	04456 - 2481	51.73
	LARGE PRINT	04456 - 2481	51.73
	LARGE PRINT	04456 - 2481	74.97
	LARGE PRINT	04456 - 2481	77.97
	LARGE PRINT	04456 - 2481	83.96
	LARGE PRINT	04456 - 2481	101.21
	LARGE PRINT	04456 - 2481	115.46
	LARGE PRINT	04456 - 2481	151.44
CHILDREN'S PLUS, INC.	CHILDREN'S BOOKS	04456 - 2473	30.50
	CHILDREN'S BOOKS	04456 - 2473	149.43
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	04456 - 1560	362.17
	LIFE/DISAB-MAY	04456 - 1560	371.04
CINTAS CORPORATION #2	FIRST AID SUPPLIES-MAY	04456 - 2100	5.99
DELAWARE VALLEY HISTORICAL AIRCRA	RESOURCES	04456 - 2474	140.00
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	04456 - 1560	21,972.77
DEMCO INC	SUPPLIES	04456 - 2100	164.80
DONALD J DOUGHERTY JR	LIBRARY PROGRAM	04456 - 2471	200.00
EASY ENGLISH NEWS	PERIODICALS	04456 - 2475	434.00
FITNESS REIMB	1STQTR23 FITNESS REIMB	04456 - 1560	150.00
LIBRARY EXPENSE CARD	RESOURCES	04456 - 2474	10.59
LINDA SPANGLER	SUPPLIES	04456 - 2100	107.15
MIDWEST TAPE LLC	MEDIA	04456 - 2476	24.99
	RESOURCES	04456 - 2474	761.73
NATIONAL CONSTITUTION CENTER	RESOURCES	04456 - 2474	150.00
OVERDRIVE	EBOOKS	04456 - 2483	1,360.66
	EBOOKS	04456 - 2483	1,405.97
PLAYAWAY PRODUCTS LLC	CHILDREN'S MEDIA	04456 - 2477	98.18
	MEDIA	04456 - 2476	788.01
REBECCA GINTHER	SUPPLIES	04456 - 2100	122.60
RICHTER DRAFTING & OFFICE SUPPLY CO.	SUPPLIES	04456 - 2100	75.28
ROWMAN & LITTLEFIELD PUBLISHING GR	BOOKS	04456 - 2472	40.64
	BOOKS	04456 - 2472	41.01
SUSAN KIRKPATRICK	SUPPLIES	04456 - 2100	25.32
T-MOBILE USA, INC	RESOURCES	04456 - 2474	154.00
TALEWISE LLC	LIBRARY PROGRAM	04456 - 2471	375.00
WILLIAM A FRASER INC	SHARP COPIER LEASE	04456 - 3840	70.00
	SHARP MONTHLY USAGE	04456 - 3840	138.50
WORLD TRADE PRESS	RESOURCES	04456 - 2474	1,031.46
Total Library			39,753.27

08421 Trout Run

AQUA PENNSYLVANIA	CITY WATER	08421 - 3660	881.83
ARMOUR & SONS ELECTRIC	INSTALL NEW STREET LIGHT	08421 - 2500	2,365.70
BRUCE GINSBURG	CLEAR DRAIN LINE	08421 - 3700	525.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	08421 - 1560	81.75
	LIFE/DISAB-MAY	08421 - 1560	83.76
CINTAS CORPORATION #2	FIRST AID SUPPLIES: TROUT RUN	08421 - 2446	48.69
DEER PARK	SPRING WATER	08421 - 2200	38.77
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	08421 - 1560	4,959.97
HOME DEPOT	SUPPLIES-MAY	08421 - 2200	370.10
J P MASCARO & SONS	SLUDGE HAULING	08421 - 3186	12,190.37
PA DEPT ENVIRONMENTAL PROTECTION	NPDES ANNUAL FEE: TROUT RUN	08421 - 2500	248.49
	NPDES ANNUAL FEE: TROUT RUN	08421 - 2900	4,751.51

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ROBERT MCKERNAN	CELL PHONE REIMBURSEMENT	08421 - 3210	50.00
US SOLUTIONS, INC.	ELECTRICAL SERVICES: TOWNSHIP	08421 - 2500	8,827.00
USA BLUE BOOK	CL2 RESIDUAL TEST SAMPLES	08421 - 2200	137.78
	TRASH PUMP FITTINGS	08421 - 2200	175.92
WASTE MANAGEMENT SOUTHEAST PA	WASTE/DEBRIS REMOVAL	08421 - 3185	83.05
WILLIAM A FRASER INC	SHARP COPIER LEASE	08421 - 3840	42.14
	SHARP MONTHLY USAGE	08421 - 3840	4.19
	<i>Total</i>	<i>Trout Run</i>	35,866.02

08422 Matsunk

AMAZON CAPITAL SERVICES, INC.	LIFT JACK	08422 - 7400	1,593.64
	MISC. TOOLS AND SUPPLIES.	08422 - 2200	325.00
	MISC. TOOLS AND SUPPLIES.	08422 - 2600	79.99
AQUA PENNSYLVANIA	UTILITIES-WATER.	08422 - 3660	219.59
BRUCE GINSBURG	PLUMBING REPAIRS: MATSUNK	08422 - 3740	525.00
	SINK REPAIRS: MATSUNK	08422 - 3740	675.00
BUCKMAN'S INC	SODIUM HYPOCHLORITE: MATSUNK	08422 - 2210	1,764.72
CATTRON NORTH AMERICA, INC.	UPDATED BOARD FOR SCADA SYSTEM	08422 - 3740	229.89
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	08422 - 1560	179.86
	LIFE/DISAB-MAY	08422 - 1560	184.27
DEER PARK	SPRING WATER	08422 - 2200	58.64
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	08422 - 1560	10,912.28
FOURNIER INDUSTRIES INC	FOURNIER TECHNICIAN ON SITE	08422 - 2500	4,900.00
GRAINGER - W.W.GRAINGER INC	2- AIR COMPRESSORS FLOWMATCHER	08422 - 3740	875.54
HOME DEPOT	SUPPLIES-MAY	08422 - 2200	310.31
J P MASCARO & SONS	SLUDGE REMOVAL: MATSUNK	08422 - 3186	11,018.25
KEIL WELDING & FABRICATING INC	CLARIFIER AXLES	08422 - 3740	405.00
KISTLER - O'BRIEN INC	REPLACE BATTERIES	08422 - 3740	387.58
	TROUBLE SHOOT ALARM	08422 - 3700	1,011.00
MAIN POOL & CHEMICAL CO INC	170 GALLONS OF BISULFITE.	08422 - 2210	768.52
PA DEPT ENVIRONMENTAL PROTECTION	ANNUAL NPDES PERMIT FEES	08422 - 2900	5,000.00
PECO ENERGY	ELECTRIC: MATSUNK	08422 - 3610	9,048.41
	GAS: MATSUNK	08422 - 3620	175.38
	GAS: MATSUNK CHLORINE BUILDING	08422 - 3620	63.14
	GAS: MATSUNK GARAGE	08422 - 3620	342.27
ROBERT MCKERNAN	CELL PHONE REIMBURSEMENT	08422 - 3210	50.00
T.S.T. INC	ASPHALT REPAIRS: MATSUNK DRAIN	08422 - 2500	7,739.00
UPPER MERION MOWER CTR INC	PARTS FOR LAWNMOWER/WEED WHACK	08422 - 2200	124.50
WASTE MANAGEMENT SOUTHEAST PA	TRASH DISPOSAL.	08422 - 3185	83.05
WILLIAM A FRASER INC	SHARP COPIER LEASE	08422 - 3840	42.14
	SHARP MONTHLY USAGE	08422 - 3840	1.91
	<i>Total</i>	<i>Matsunk</i>	59,093.88

08423 Collections

AQUA PENNSYLVANIA	WATER: ABRAMS PS	08423 - 3660	59.67
	WATER: BALLIGO PS	08423 - 3660	61.07
	WATER: MATSONFORD PS	08423 - 3660	59.67
	WATER: ROSS ROAD PS	08423 - 3660	20.46
	WATER: SWEDELAND PS	08423 - 3660	35.12
	WATER: VALLEYBROOK PS	08423 - 3660	20.46
BURHANS GLASS CO INC	OFFICE WINDOW REPLACEMENT	08423 - 3760	535.00
CIGNA LIFE INSURANCE OF NEW YORK	LIFE/DISAB-JUNE	08423 - 1560	267.92
	LIFE/DISAB-MAY	08423 - 1560	274.48
CINTAS CORPORATION #2	FIRST AID SUPPLIES: COLLECTION	08423 - 2446	113.85
DECKMAN MOTOR & PUMP INC	REPAIR: GRINDER MOTOR	08423 - 3780	988.00
DEER PARK	WATER COOLER OFFICE	08423 - 2200	32.23
DELAWARE VALLEY INSURANCE TRUST	HEALTH-JUNE	08423 - 1560	16,254.68

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
PECO ENERGY	ELECTRIC/GAS: GLEN ROSE PS	08423 - 3610	173.34
	ELECTRIC/GAS: VALLEYBROOK PS	08423 - 3610	364.98
	ELECTRIC: ABRAMS PS	08423 - 3610	2,864.24
	ELECTRIC: BALLIGO PS	08423 - 3610	2,508.07
	ELECTRIC: GUTHRIE ROAD METER	08423 - 3610	35.55
	ELECTRIC: MATSONFORD PS	08423 - 3610	274.13
	ELECTRIC: VF CASINO VAULT	08423 - 3610	44.54
	PECO BILL KING MANOR PS	08423 - 3610	708.32
	PECO GAS MATSONFORD PS	08423 - 3610	38.74
	PECO GAS SWEDESBURG PS	08423 - 3610	36.64
	KING MANOR PS WATER BILL	08423 - 3660	18.50
	WATER BILL DEKALB PS	08423 - 3660	18.50
	WATER BILL FLINT HILL PS	08423 - 3660	18.50
PENNA AMERICAN WATER CO.	CELL PHONE REIMBURSEMENT	08423 - 3210	50.00
ROBERT MCKERNAN	UNIT 725: AIR LINE REPAIR	08423 - 3750	656.96
TRANSTECK, INC	ELECTRICAL SERVICES: TOWNSHIP	08423 - 3780	3,420.00
US SOLUTIONS, INC.	PA ONE CALL: COLLECTIONS	08423 - 3760	2,856.88
USIC HOLDINGS, INC	CELL SERVICE-APR	08423 - 3210	108.94
VERIZON	CELL SERVICE-MAR	08423 - 3210	108.93
WILLIAM A FRASER INC	SHARP COPIER LEASE	08423 - 3840	42.14
	SHARP MONTHLY USAGE	08423 - 3840	2.32
Total Collections			33,072.83

08425 Public Works-Admin

PENNA AMERICAN WATER CO.	1ST QTR23 COMM SWR CONSMP DATA	08425 - 2100	36.86
	1ST QTR23 COMM SWR CONSMP DATA	08425 - 2100	182.10
Total Public Works-Admin			218.96

08427 Wastewater

EDUCATION & TRAINING SERVICES, LLC	WASTEWATER MANAGENENT TRAINING	08427 - 7460	998.00
UPPER MERION SANITARY & STORMWATE	SEMI-ANNUAL LEASE PYMT	08427 - 4700	480,000.00
Total Wastewater			480,998.00

18400 CAPITAL - Administration

KERSHNER OFFICE FURNITURE INC	FURNITURE-HR & PIO	18400 - 07902	3,395.00
Total CAPITAL - Administration			3,395.00

18407 CAPITAL - Information Tech

ADMIN HARRIS	REPLACEMENT DOCK	18407 - 07903	89.14
CDW-G INC #3418616	REPLACEMENT MONITOR FINANCE	18407 - 07903	255.10
	REPLACEMENT MONITORS	18407 - 07903	502.17
	REPLACEMENT MONITORS	18407 - 07903	836.95
	REPLACEMENT TV	18407 - 07903	171.61
OMEGA SYSTEMS CONSULTANTS, INC	O365 LICENSING	18407 - 07904	88.00
Total CAPITAL - Information Tech			1,942.97

18410 CAPITAL - Police

10-8 EMERGENCY VEHICLE SERVICE LLC	10-8 EMSRVC CAR 56 K1 UPFIT	18410 - 07951	17,093.04
AXON ENTERPRISE, INC	AXON BODY 3 NA10	18410 - 07906	5,574.63
CHARIOT GRAPHICS INC	CHARIOT GRAPHICS CAR 56-17	18410 - 07951	585.00
Total CAPITAL - Police			23,252.67

18411 CAPITAL - Fire and EMS

STRYKER CORPORATION	LUCAS DEVICES	18411 - 07435	32,558.56
WITMER ASSOCIATES INC	BOOTS ROCHE	18411 - 07436	610.00
	FUSARO TURNOUT GEAR	18411 - 07436	4,258.00
Total CAPITAL - Fire and EMS			37,426.56

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
18421 CAPITAL - Trout Run			
BLOOMING GLEN CONTRACTORS, INC.	ABRAMS/VALLEYBROOK/TR PS	18421 - 07888	7,116.58
SIEMENS INDUSTRY INC	START UP SERVICE	18421 - 07741	1,230.00
USA BLUE BOOK	DEWATERING PUMP	18421 - 07909	4,179.88
	Total CAPITAL - Trout Run		12,526.46
18423 CAPITAL - Collections			
BLOOMING GLEN CONTRACTORS, INC.	ABRAMS/VALLEYBROOK/TR PS	18423 - 07672	7,332.23
	ABRAMS/VALLEYBROOK/TR PS	18423 - 07679	7,116.58
EAST JORDAN IRON WORKS INC	MANHOLE COVERS/FRAMES	18423 - 07671	8,114.40
T.S.T. INC	MANHOLE, FINAL PAVING REPAIRS	18423 - 07671	6,989.00
	Total CAPITAL - Collections		29,552.21
18430 CAPITAL - Transportation			
BACHMAN'S ROOFING, BUILDING & REMO	SALT DOME ROOF REPLACEMENT	18430 - 07889	73,855.00
	Total CAPITAL - Transportation		73,855.00
18436 CAPITAL - Building Maintenance			
SCAVELLO & SONS	437 WEST VALLEY FORGE RD	18436 - 07889	3,399.32
	580 GENERAL KNOX ROAD	18436 - 07889	8,761.00
	DEMOLITION: 437 VALLEY FORGE	18436 - 07889	9,893.00
WEST CHESTER MECHANICAL CONTRACT	BAS SYSTEM & THERMOSTATS	18436 - 07743	49,938.84
	BOILER REPLACEMENT PROJECT	18436 - 07743	119,814.30
	COOLING TOWER PROJECT	18436 - 07743	134,773.87
	Total CAPITAL - Building Maintenance		326,580.33
18450 CAPITAL - Park and Recreation			
JAMES DOYLE	SENIOR PATIO REPAIR	18450 - 07120	6,500.00
	SENIOR PATIO REPAIR	18450 - 07120	13,000.00
JAMES R KENNEY EXCAVATING & PAVING	CROW CREEK TRAIL- FINAL	18450 - 07135	99,319.18
PA DEPT ENVIRONMENTAL PROTECTION	NPDES PERMIT	18450 - 07135	500.00
SITEONE LANDSCAPE SUPPLY HOLDING LI	SHRUBS: CROW CREEK TRAIL	18450 - 07135	1,629.72
	Total CAPITAL - Park and Recreation		120,948.90
19200 UM Foundation			
KING OF PRUSSIA SOCCER CLUB	23 BCA-KOP SOCCER CLUB	19200 - 0100	4,000.00
MISC	23 BCA-LAUREL HOUSE	19200 - 0100	4,000.00
	23 BCA-LITERACY COUNCIL	19200 - 0100	2,500.00
	23 BCA-LOVE WORKS RESOURCE	19200 - 0100	1,400.00
	23 BCA-MITZVAH CIRC FOUNDATION	19200 - 0100	5,000.00
	23 BCA-UM GIRL SCOUT TRP 7940	19200 - 0100	500.00
	23 BCA-UM MLK	19200 - 0100	1,000.00
	23 BCA-UM STINGRAYS	19200 - 0100	3,000.00
	23 BCA-VICTIM SVCS CENTER	19200 - 0100	2,500.00
	23 BCA-WECA	19200 - 0100	4,000.00
NEIGHBORHOOD MEALS ON WHEELS	23 BCA-MEALS ON WHEELS	19200 - 0100	2,500.00
SWEDELAND VOL. FIRE CO.	23 BCA-SWEDELAND VFC	19200 - 0100	1,000.00
UPPER MERION AREA COMMUNITY CUPBC	23 BCA-UM COMMUNITY CUPBOARD	19200 - 0100	11,000.00
UPPER MERION AREA SCHOOL DIST	23 BCA-UMASD FIELD DAY	19200 - 0100	1,750.00
	23 BCA-UMASD GUIDANCE DEPT	19200 - 0100	2,500.00
	23 BCA-UMASD HS PBIS	19200 - 0100	2,000.00
	23 BCA-UMASD SOCIAL WORK	19200 - 0100	2,000.00
	23 BCA-UMASD SOCIAL WORK	19200 - 0100	11,000.00
UPPER MERION EMERGENCY AID	23 BCA-UM EMERGENCY AID	19200 - 0100	3,500.00
UPPER MERION LACROSSE CLUB	23 BCA-UM LACROSSE	19200 - 0100	800.00
UPPER MERION S.P.R.I.N.G.	23 BCA-UM SPRING	19200 - 0100	1,000.00
UPPER MERION SENIOR SERVICE CENTER	23 BCA-UM SENIOR CENTER	19200 - 0100	2,000.00

UPPER MERION TOWNSHIP

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<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
UPPER MERION TWP	23 BCA-FRIENDS OF BLACK HIST.	19200 - 0100	1,200.00
	23 BCA-RAIN GARDEN	19200 - 0100	4,981.00
	23 BCA-UM COMMUNITY GARDEN	19200 - 0100	2,000.00
	23 BCA-UM LIBRARY	19200 - 0100	1,600.00
	23 BCA-UMPR CONSORTIUM	19200 - 0100	1,500.00
	23 BCA-UMPR TEEN SPRTS ACADEMY	19200 - 0100	2,500.00
	23 BCA-UMT POOL	19200 - 0100	1,000.00
	23 BCA-UMT POOL	19200 - 0100	1,000.00
	<i>Total</i>	<i>UM Foundation</i>	84,731.00
40200 Escrow Payables			
REMINGTON & VERNICK ENGINEERS II, INC	101 BISMARK WAY: 1847 (SWB)	40200 - 7200	1,400.00
	111 PRIVET LN: 1836 (SWB)	40200 - 7200	1,650.00
	135 W DEKALB PIKE: 1843 (LD)	40200 - 7200	1,012.50
	200 SWEDELAND RD: 1848 (SWB)	40200 - 7200	1,565.00
	201 SOUTH GULPH RD 1790 (LD)	40200 - 7200	412.50
	230 MALL BLVD: 1830 (LD)	40200 - 7200	660.00
	250 HANSENS ACCESS RD: 1795 LD	40200 - 7200	82.50
	316 WEST CHURCH RD: 1822 (LD)	40200 - 7200	2,060.00
	331 RIVERVIEW ROAD 1828 (SWB)	40200 - 7200	742.50
	411 SWDELAND RD: 1783 (SWB)	40200 - 7200	247.50
	440 UPPER GULPH RD: 1840 (SWB)	40200 - 7200	802.50
	520 COATES ST: 1842 (SWB)	40200 - 7200	575.00
	563 PRINCE FREDERICK: 1838 SWB	40200 - 7200	822.50
	588 N GULPH RD: 1812 (LD)	40200 - 7200	19,311.39
	657-665-671 S GULPH RD:1844 LD	40200 - 7200	1,237.50
	800 RIVER ROAD: 1832 (SD)	40200 - 7200	492.50
	MALVERN ANDERSON RD 1813 (LD)	40200 - 7200	82.50
	SWEDELAND ROAD 1803 (LD)	40200 - 7200	330.00
	<i>Total</i>	<i>Escrow Payables</i>	33,486.39
			<u>2,413,502.32</u>

UPPER MERION TOWNSHIP
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01102	Petty Cash	400.00
01138	Due from Developers	15,073.37
01150	Gas/Diesel/Postage	24,993.28
01200	Current Payables	1,732.80
01301	GF - Property Taxes	111.23
01310	511 Taxes	26,225.05
01362	Public Safety	2,794.00
01367	Park & Recreation	419.00
01380	Miscellaneous	-524.50
01402	Accounting	70,953.30
01403	Tax Collection	93,051.01
01407	Information Technology	18,290.66
01408	Planning	11,518.29
01410	Police	291,999.07
01411	Fire and EMS	138,187.79
01413	Codes Enforcement	22,212.22
01430	Transportation	54,525.78
01432	PW-Vehicle Maintenance	16,962.51
01434	PW-Park Maintenance	40,575.77
01436	PW-Building Maintenance	25,272.31
01450	Park and Recreation	132,277.83
01493	TMA/Rambler/Other	22,833.87
01495	Misc. Expense	6,917.23
04456	Library	39,753.27
08421	Trout Run	35,866.02
08422	Matsunk	59,093.88
08423	Collections	33,072.83
08425	Public Works-Admin	218.96

UPPER MERION TOWNSHIP
SUMMARY PAGE
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08427	Wastewater	480,998.00
18400	CAPITAL - Administration	3,395.00
18407	CAPITAL - Information Tech	1,942.97
18410	CAPITAL - Police	23,252.67
18411	CAPITAL - Fire and EMS	37,426.56
18421	CAPITAL - Trout Run	12,526.46
18423	CAPITAL - Collections	29,552.21
18430	CAPITAL - Transportation	73,855.00
18436	CAPITAL - Building Maintenance	326,580.33
18450	CAPITAL - Park and Recreation	120,948.90
19200	UM Foundation	84,731.00
40200	Escrow Payables	33,486.39
TOTAL AMOUNT A/P		<u>2,413,502.32</u>

<u>Payroll Date</u>	<u>Wages</u>	<u>Taxes/Benefits</u>	
5/12/2023	\$861,917.33	\$104,351.75	
5/26/2023	\$872,926.45	\$104,744.16	
TOTAL PAYROLL			\$1,943,939.69
TOTAL WARRANT			<u>\$4,357,442.01</u>