

# UPPER MORELAND TOWNSHIP

## Regular Meeting

June 6, 2022 at 7:00 p.m.

**AGENDA ITEMS ARE SUBJECT TO CHANGE**

**INSTRUCTIONS TO JOIN:**

**Go to Zoom.us.** Click “Join a Meeting”      Webinar ID: 917 5771 7982      Password: 182130

**Join by Phone:** Dial 1-929-205-6099      Webinar ID: 917 5771 7982      Password: 182130

**Public comments via email have been discontinued and must be stated in person at the meeting.**

*\*\*Residents requiring special accommodations:*

*please call the Township during normal business hours at 215-659-3100 x1058 or x1057\*\**

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**I. Call Meeting to Order**

**II. Moment of Silent Meditation/Pledge of Allegiance**

**III. Roll Call**

**IV. Presentations/Announcements:**

- Cross County Trail Project Update presented by Brian Olszak, Montgomery County Planning Commissioner Project Manager and Matt Ludwig, NV5 (Consultant Planning Firm), Project Manager (attachment).

**REGULAR MEETING**

**V. Public Comments – Non-Agenda Items Only**

**VI. Treasurer’s Activity Report – May 2022 (attachment)**

**VII. Approval of Minutes – May 2, 2022 (attachment)**

**VIII. Committee Recommendations**

**A. Finance & Administrative Committee – May 23, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. Appointments/Reappointments:

- Motion to Approve** the appointment of Fred Standaert on the Advisory Planning Agency to fill the Ward 2 vacancy left by Denis Hurley and complete a new two-year term that will expire on June 1, 2024.
- Motion to Approve** the conditional appointment of Sidney D. Schwartz as a Probationary Police Officer. Such appointment is conditional upon successful completion of medical and psychological examinations.

2. List of Bills Payable (attachment) – The Committee recommends the approval of:

General Funds Checks:

Beginning Check No.: 134121  
Ending Check No.: 134400

General:      \$ 1,008,499.24

Debt:            \$ 2,648.33 (Check No.134123, 134246, 134399)

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Capital:      \$ -----  
Total:      \$ 1,011,147.57  
Voids:      134383

Escrow Fund Checks:      Beginning Check No.: 9432  
Total:      \$ 3,480.00      Ending Check No.: 9440  
Voids:      =====

Liquid Fuel Fund Checks:      Beginning Check No.: 3002  
Total:      \$ 545.59      Ending Check No.: 3003  
Voids:      -----

3. Other Items:
  - a. **Motion to Approve** allocating \$3,500 for an Employee Service Award program (attachment).
  - b. **Motion to Approve** the purchase of a Tub Grinder and allocating the additional funds from the Capital Budget.

4. New Business

B. **Community Development Committee – May 9, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. Code Enforcement
2. Land Development/Subdivision Applications
3. List of Upcoming Zoning Hearing Board Applications – The next hearing is scheduled for June 23, 2022.
4. Other Items:
  - a. **Motion to Approve Resolution R-2022-19** – Granting a Conditional Waiver of Land Development approval for the applicant, ISC Investments, LLC, to construct a 4,832 square foot stone storage area at the rear of the building and a rain garden on the parcel located at 2425 Blair Mill Road (attachment).

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- b. **Motion to Approve Resolution R-20220-20** – Granting Walmart Corporation’s request for the placement of portable storage units, a temporary construction trailer office and construction dumpsters at the property located at 2101 Blair Mill Road for the period of August 15, 2022 to November 18, 2022 (attachment).
- c. **Motion to Approve Resolution R-2022-21** – Granting the Walmart Corporation’s request for the placement of up to sixteen (16) portable storage units at the property located at 2101 Blair Mill Road, for the period of October 1, 2022 to December 31, 2022 (attachment).
- d. **Motion to Approve a Right-of-Way Agreement** between the Township and Federal Realty Investment Trust for the placement of shrubs in the islands and art piece at the Willow Grove Shopping Center located at 10-170 Park Avenue (attachments).
- e. **Motion to Approve Resolution R-2022-22** – Authorizing and directing the Township Manager to sign the Commonwealth of Pennsylvania, acting through the Department of Transportation (“PennDOT) Highway Use Agreement (attachments).

C. **Public Health & Safety Committee – May 23, 2022** – The Committee recommends the Board of Commissioners take action on the following:

- 1. **Motion to Approve** a Memorandum of Understanding between Montgomery County SWAT and Central Bucks Special Response Team (attachment).
- 2. **Motion to Approve** the Intergovernmental Agreement between the Township and the School District for the purpose of enforcing violations which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped flashing its red signal lights. This agreement is referred to as the “BusPatrol Agreement” (attachment).

D. **Parks and Recreation Committee – May 23, 2022** – The Committee recommends the Board of Commissioners take action on the following:

- 1. **Motion to Approve Resolution R-2022-23** – Authorizing the sale of certain pieces of real estate property located at Fair Oaks Park (attachment).
- 2. **Motion to Approve** the Downtown Fountain design option (attachment).

IX. Commissioner Comments

X. Adjournment



# CROSS COUNTY TRAIL EAST

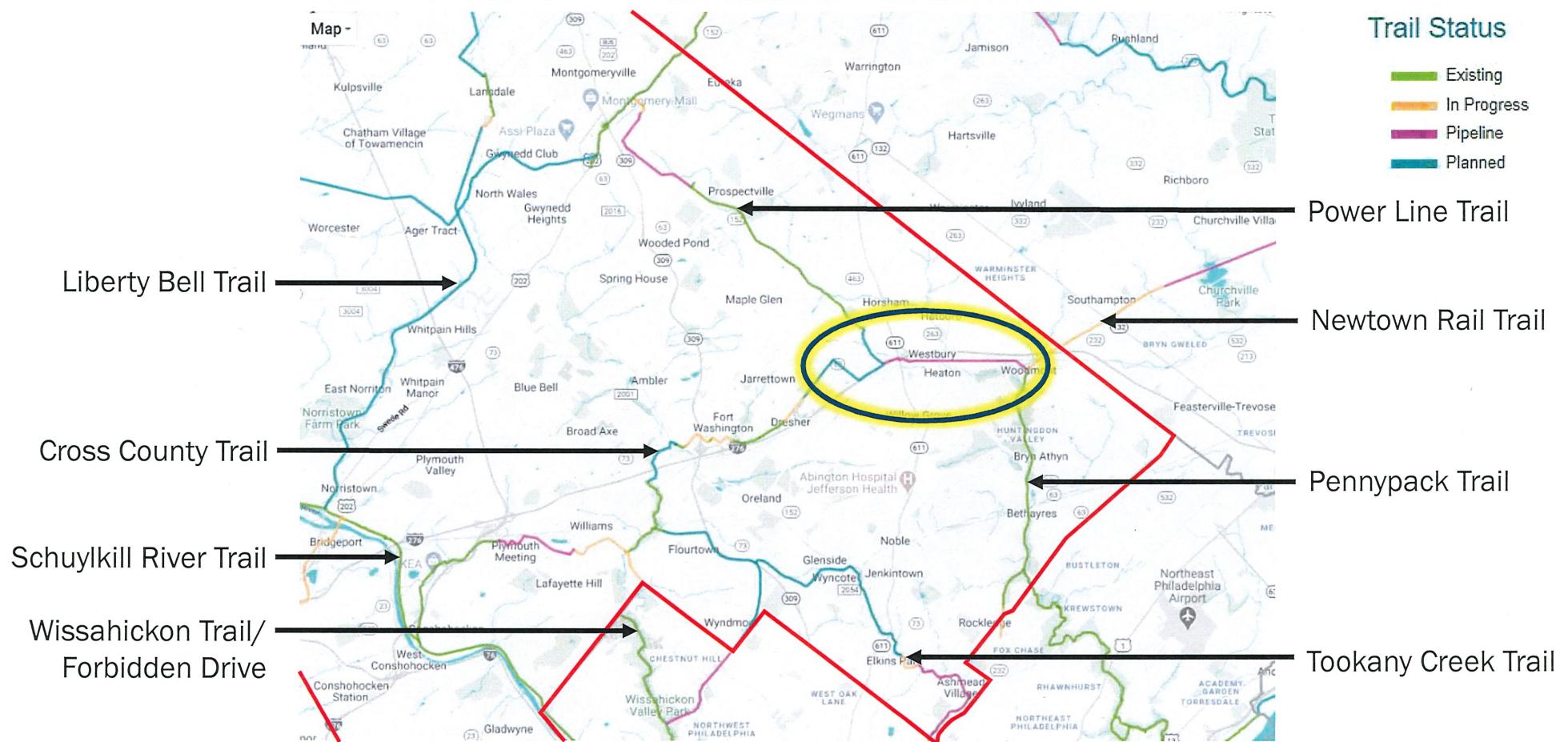
Feasibility Study

*Presentation to Upper Moreland Twp. Board of Commissioners*



N|V|5

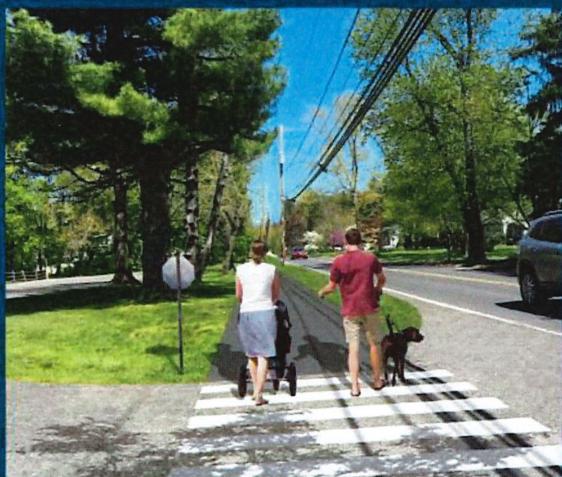
# PROJECT LOCATION



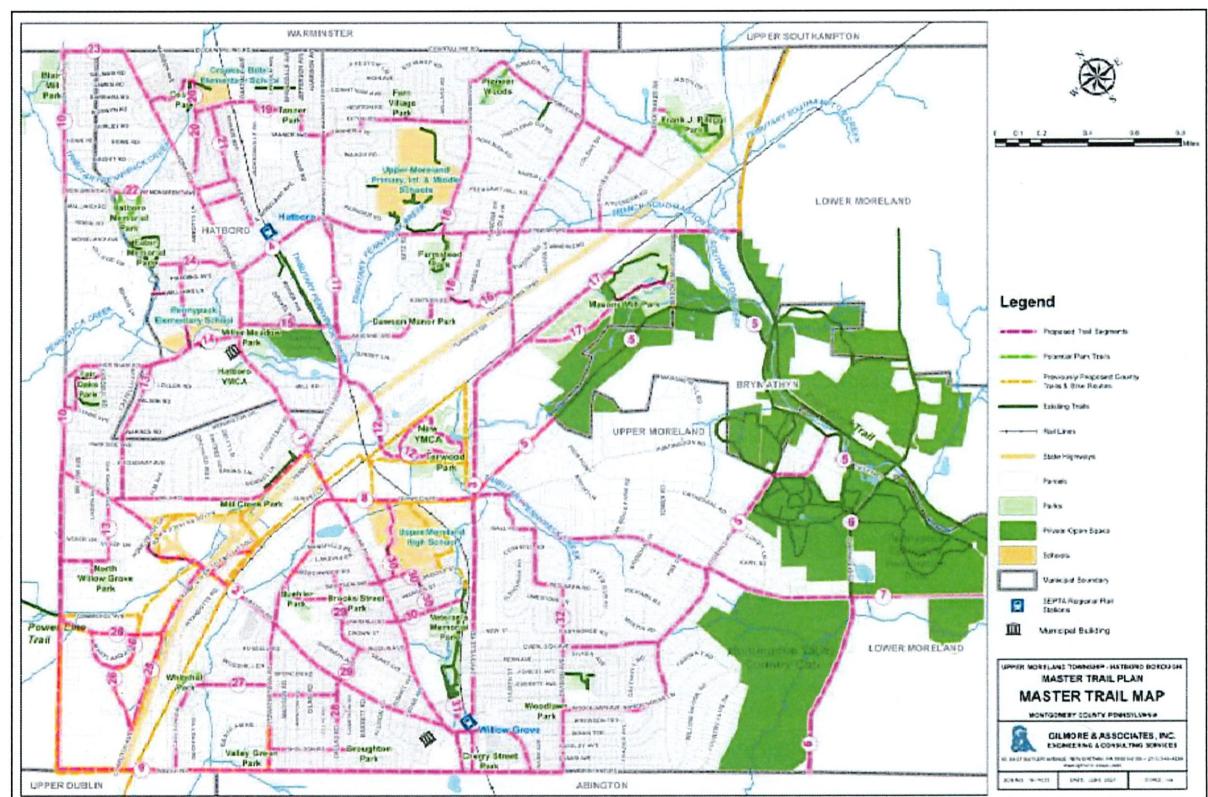
# RELATIONSHIP TO MASTER TRAIL PLAN



## UPPER MORELAND TOWNSHIP & HATBORO BOROUGH MASTER TRAIL PLAN



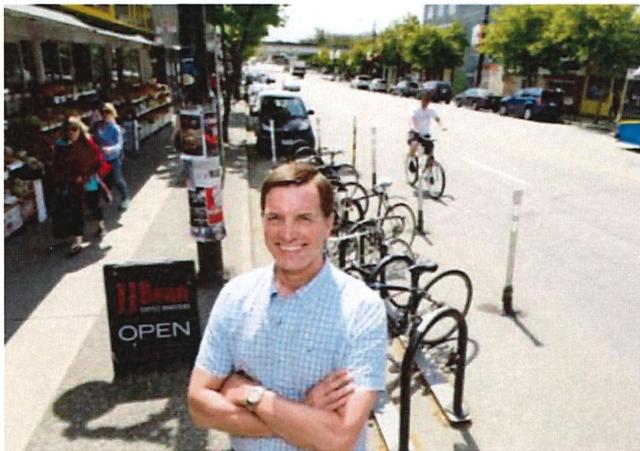
JUNE 2020



## GOALS OF THIS STUDY



- Close gap in Circuit Trails/Montgomery County/local networks
- Find feasible trail route that fits into existing built environment
- Create a route that maximizes neighborhood, business, and commuting connectivity in an equitable manner
- Find a route that is inviting, safe, accessible, and intuitive



## PUBLIC FEEDBACK ROUND 2



Virtual Project Map Comments –most mentioned themes:

- Increase connectivity
- It is better to create a new trail than to put users on existing low-stress street network
- Avoid busy roads and noisy areas



## AGENCY COORDINATION



Property Owners

## NEXT STEPS



- Release of conceptual route plans: Later this week
- Public Meeting: June 23<sup>rd</sup> at 6:30 PM
- Final Feasibility Study Report released in July
- Engineering Phases TBD



Montgomery County Planning Commission Project Manager

- Brian Olszak, Senior Open Space + Trails Planner  
(BOlszak@montcopa.org)

NV5 (Consultant Planning Firm) Project Manager

- Matt Ludwig, PE, AICP (Matt.Ludwig@NV5.com)



THANK YOU FOR YOUR TIME!



# TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215  
Telephone (215) 659-3100 / Fax (215) 659-7363



## TREASURER'S ACTIVITY REPORT May, 2022

| GENERAL FUND:      | EXPENDITURES    | RECEIPTS        | BALANCE               |
|--------------------|-----------------|-----------------|-----------------------|
| General Fund       | \$ 1,916,346.53 | \$ 1,727,320.89 | \$10,450,550.94       |
| Treasurer's Fund   |                 |                 | \$100.00              |
| Highway Fund       |                 |                 | \$75.00               |
| Secretary Fund     |                 |                 | \$150.00              |
| Finance Department |                 |                 | \$500.00              |
|                    |                 |                 | <hr/> \$10,451,375.94 |

### OTHER FUNDS:

|             |             |              |                |
|-------------|-------------|--------------|----------------|
| Escrow Fund | \$ 3,480.00 | \$ 26,187.00 | \$1,096,056.51 |
| Debt Fund   | \$ 2,648.33 | \$ 11,137.79 | \$759,051.27   |

### TD ACCOUNT:

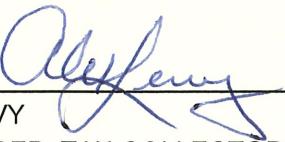
|              |        |         |              |
|--------------|--------|---------|--------------|
| Cash Account | \$0.00 | \$31.20 | \$244,940.44 |
|--------------|--------|---------|--------------|

### P.L.G.I.T. ACCOUNTS:

|                            |           |               |                |
|----------------------------|-----------|---------------|----------------|
| U.M. Twp. General Fund     | \$ -      | \$ 930,748.08 | \$4,497,831.26 |
| Capital Reserve For Equip. | \$ -      | \$ 44.29      | \$106,588.01   |
| Fire Truck Fund            |           | \$ 41.09      | \$98,874.48    |
| Liquid Fuels Fund          | \$ 545.59 | \$ 398.81     | \$957,399.32   |
| American Rescue Plan Act   | \$ -      | \$ 522.93     | \$1,258,395.88 |
| 2021 Bond                  | \$ -      | \$ 1,670.71   | \$2,504,313.93 |
| 2022 Bond                  | \$ -      | \$ 1,931.82   | \$2,895,707.44 |

NOTE: This monthly Treasurer's Report is a summary of receipts and expenditures only.

A complete Financial Statement is available for public review in the Township's  
Finance Office.

  
ALEX LEVY  
TREASURER, TAX COLLECTOR

May 2022 -- Treasurer's Report

**Upper Moreland Township  
Board of Commissioners - Regular Meeting  
May 2, 2022 Meeting Minutes**

**Board of Commissioners Members:** Commissioner and President, Clifton "Kip" McFatridge; Commissioner and Vice President Cheryl Lockard; Commissioners Nicholas O. Scull, Kevin C. Spearing, Charles M. Whiting, Anthony S. Prousi, and R. Samuel Valenza.

I. **Call to Order:** The Regular Meeting of the Board of Commissioners of Upper Moreland Township was called to order by Vice President Lockard.

II. **Moment of Silent Meditation/Pledge of Allegiance**

III. **Roll Call:** Commissioner and Board President McFatridge, Commissioner and Vice President Lockard; Commissioners Valenza, Spearing, Whiting, Scull, Prousi (virtual). Also present: Matthew H. Candland, Township Manager, Randall K. Schaible, Assistant Township Manager/Director of Finance, Sean Kilkenny, Township Solicitor.

IV. **Presentations/Announcements:**

- A. District Justice Paul Leo to conduct Oath of Office and swearing-in of Michael Cox as a Firefighter/Emergency Medical Technician (EMT):
  - Fire Chief Ed Glassman introduced Michael Cox and District Justice Paul Leo.
  - District Justice Paul Leo conducted the Oath of Office and swearing in of Michael Cox.
- B. Presentation of Proclamations in recognition of their retirement:
  - Fire Chief Ed Glassman thanked the Commissioners for their support and introduced Fire Chief Chuck Jones, Jr.
  - Firefighter James Hotchkiss, Jr.:
    - Chief Jones, Jr. presented a Proclamation to James Hotchkiss, Jr. in recognition of his retirement and thanked him for 46 years of dedication and service as a Firefighter in the community.
  - Firefighter Charles Jones, Sr.:
    - Chief Jones, Jr. presented a Proclamation to Charles Jones, Sr. in recognition of his retirement and thanked him for 43 years of dedication and service as a Firefighter in the community.
- C. Presentation of Police Unit Citations:
  - Chief Andrew Block presented Citations to Sergeants James Robb, Tim Lynch, Detective Vince Small, Officers Jason Dickerson, Matt Snyder and K9 Maximus, Craig Bald, James Nuskey, and Warminster Police Sergeant John McKenna for their outstanding police work and investigation on an incident that began on March 30, 2022 at the Woodlawn School.
  - Commissioner and Board President McFatridge left the meeting upon completion of the presentations.
  - Commissioner and Vice President Lockard announced that the Board of Commissioners met in an Executive Session prior to tonight's meeting to discuss personnel and legal matters.

**REGULAR MEETING**

V. **Public Comments** - Nothing to report.

Upper Moreland Township  
Board of Commissioners - Regular Meeting  
May 2, 2022 Meeting Minutes

**VI. Treasurer's Activity Report – April 2022:**

- Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 6-0, the report as submitted.

**VII. Approval of Minutes - April 4, 2022 - Regular Meetings:**

- Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 6-0, the minutes as submitted.

**VIII. Committee Recommendations:**

A. **Finance & Administrative Committee - April 18, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. **Appointments/Reappointments – Motion to Approve** the following appointments and reappointments:
  - a. The reappointment of Ken Hawthorn as a member on the **Police Pension Fund Committee** to serve a new three-year term to expire on March 13, 2025.
  - b. The reappointment of McMahon Associates, Inc. as the Township's Traffic Engineer.
2. List of Bills Payable:
  - Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved the reappointments by a vote of 6-0.
3. Other Items:
  - a. **Motion to Approve** a Tax Assessment Appeal between the Township, the School District of Upper Moreland and the tax payer, Robert White and Carol White:
    - Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 6-0.
  - b. **Motion to Approve** the purchase of laptops and software in the amount of \$26,500 for digitizing of the Board of Commissioners meeting books:
    - Commissioner Prousi commented that the change will save paper, increase productivity, and alleviate time spent by police officers to deliver the Commissioners' meeting materials.
    - Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 6-0.
  - c. **Motion to Approve** and direct staff to fly the Pride Flag for the month of June 2022 in recognition of Pride Month:
    - Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 5-1 (five (5) aye: Commissioners Scull, Spearing, Lockard, Whiting, Prousi; and one (1) nay: Commissioner Valenza).
  - d. **Motion to Approve** and direct staff to fly the National Law Enforcement Memorial Flag, May 15-21, 2022:
    - The Board directed Mr. Candland and Chief Block to follow the directive to fly the American Flag at half-staff during the observance.

Upper Moreland Township  
Board of Commissioners - Regular Meeting  
May 2, 2022 Meeting Minutes

- Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 5-1 (five (5) aye: Commissioners Scull, Spearing, Lockard, Whiting, Prousi; and one (1) nay: Commissioner Valenza).

4. New Business:

- a. **Motion to Approve Resolution R-2022-17** – Defining the Board of Commissioners' remote participation for public meetings:
  - Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 6-0.

B. **Community Development Committee - April 11, 2022:**

1. **Code Enforcement** - Nothing to report.
2. **Land Development/Subdivision Applications** - Nothing to report.
3. **List of Upcoming Zoning Hearing Board Applications** - Nothing to report
4. **Other Items:**
  - a. **Motion to Approve Resolution R-2022-18** – Interpreting the Declaration of Covenants, Conditions and Restrictions for the Marketplace at Huntingdon Valley Shopping center located at County Line Road:
    - Commissioner Spearing motioned, seconded by Commissioner Valenza and the Board of Commissioners approved by a vote of 6-0.
  - b. **Motion to Approve** a commitment letter for the Fulmor Heights Stormwater Management Project of \$50,000 if the National Fish and Wildlife grant is received:
    - Commissioner Lockard noted that the total cost is \$260,000 with a \$50,000 match from the Township and a \$50,000 match from Fulmor Heights. The Township is required to do the project, which benefits the environment and the Pennypack Creek.
    - Commissioner Prousi commented on the importance of the partnership for area residents and the Township, because the zone connects with many waterways around the community; and, secondly this adds to the trail and park systems.
    - Commissioner Spearing motioned, seconded by Commissioner Valenza and the Board of Commissioners approved by a vote of 6-0.

C. **Public Health & Safety Committee – April 18, 2022** – The Committee does not have any recommendations for the Board of Commissioners' consideration.

D. **Parks and Recreation Committee - April 18, 2022** – The Committee does not have any recommendations for the Board of Commissioners' consideration.

IX. **Commissioner Comments:**

- Commissioner Spearing wished Happy Mother's Day to everyone.
- Commissioner Lockard announced:
  - The first public meeting for Woodlawn Park will be held on May 25, 2022 from 7-9 p.m. in the Council Room.

**Upper Moreland Township  
Board of Commissioners - Regular Meeting  
May 2, 2022 Meeting Minutes**

➤ Montgomery County will host a chemical waste collection by appointment in Abington on Saturday, June 25, 2022. More information is available at: [www.MontcoPARecycles.org](http://www.MontcoPARecycles.org).

X. **Visitor Comments** - Nothing to report.

XI. **Adjournment:** There being no further business to discuss, the meeting was adjourned at 8:15 p.m.

Respectfully submitted by Kathleen Kristire.

## REGULAR MEETING MONDAY EVENING FOR UPPER MORELAND TOWNSHIP

06/06/22

## BILLS PAID TO BE APPROVED

05/01/22 - 05/27/22

| CHECK<br>NUMBER | PAYEE                         | DESCRIPTION  | INV<br>AMOUNT   | ACCOUNT<br>NUMBER   | AMOUNT  | CHECK<br>AMOUNT |
|-----------------|-------------------------------|--|---|---|---|-----------------|
| 01*134121       | MC MAHON ASSOCIATES, INC.     | DAVISVILLE & BYBERRY 11/27-12/<br>DAVISVILLE & BYBERRY GREEN LIG<br>BLAIR MILL & HORSHAM ARE 11/27<br>YORK RD PEDESTRIAN & TRAFFIC S<br>WGSC: 11/27-12/31/21<br>GENERAL TRAFFIC SERVICES 11/27<br>BLAIR MILL HOP DESIGN: 11/27-1<br>POWER MULTI-USE PATH: 11/27-12<br>HIDEAWAY TRAIL: 11/27-12/31/21 | 2,670.62<br>1,064.70<br>475.00<br>770.00<br>2,920.00<br>1,007.50<br>13,905.33<br>676.86<br>612.50 | 01-430-313-<br>01-430-313-<br>01-430-313-<br>01-430-313-<br>01-430-313-<br>01-430-313-<br>01-430-313-<br>01-430-313-<br>01-430-313- | 2,670.62<br>1,064.70<br>475.00<br>770.00<br>2,920.00<br>1,007.50<br>13,905.33<br>676.86<br>612.50 | 24,102.51       |
| 01*134122       | UNITED RENTALS HIGHWAY        | (65) CONES, (70) BARRICADES<br>PRICE ADJUSTMENT (65) CONES, (  | 6,216.25<br>-1,260.00   | 01-430-200-<br>01-430-200-  | 6,216.25<br>-1,260.00   | 4,956.25        |
| 01*134124       | 403 WEINSTEIN SUPPLY          | MAINLINE ML56-44 4 CI/PLXCI/PL   | 92.28   | 01-430-240-   | 92.28   | 92.28           |
| 01*134125       | ALLIED LANDSCAPE SUPPLY       | GRASS SEED MIX CONTRACTOR #50,<br>PREMIUM BLENDED SOIL STS<br>SAND BROWN BAR<br>PREMIUM BLENDED SOIL STS   | 617.00<br>86.00<br>6.50<br>86.00  | 01-430-240-<br>01-454-200-<br>01-454-200-<br>01-454-200-  | 617.00<br>86.00<br>6.50<br>86.00  | 795.50          |
| 01*134126       | AM CONSTRUCTION SUPPLY, INC.  | STEEL/REBAR  | 299.99  | 01-411-242-   | 299.99  | 299.99          |
| 01*134127       | AMANDA ROSSETTI               | 2022 UNIFORM ALLOWANCE   | 96.14   | 01-410-238-   | 96.14   | 96.14           |
| 01*134128       | AQUA PA                       | 4355 DAVISVILLE ROAD   | 100.73  | 01-411-360-   | 100.73  | 100.73          |
| 01*134129       | AQUA PA                       | 4355 DAVISVILLE ROAD   | 130.94  | 01-411-360-   | 130.94  | 130.94          |
| 01*134130       | AQUA PA                       | 229 DAVISVILLE ROAD  | 107.61  | 01-411-360-   | 107.61  | 107.61          |
| 01*134131       | AQUA PA                       | 4355 DAVISVILLE ROAD   | 115.08  | 01-411-360-   | 115.08  | 115.08          |
| 01*134132       | AQUA PA                       | 229 DAVISVILLE ROAD  | 100.73  | 01-411-360-   | 100.73  | 100.73          |
| 01*134133       | ARDMORE TIRE, INC.            | TRAILER TIRES<br>G4 WRANGLER SRA BLK<br>FS DEST AT2<br>315/80R-225 GOODYEAR G289 WHA.  | 270.00<br>264.86<br>360.00<br>1,000.00  | 01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-  | 270.00<br>264.86<br>360.00<br>1,000.00  | 2,254.86        |
| 01*134134       | ASPIRANT CONSULTING GROUP LLC | TURF TIRES<br>Policy Development & Accredita   | 360.00<br>2,908.33  | 01-430-330-<br>01-410-317-  | 360.00<br>2,908.33  | 2,908.33        |
| 01*134135       | BERGEY'S                      | (CORE) SENSOR<br>TUBE<br>TUBE<br>WIPER MOTOR   | -90.00<br>442.00<br>307.08<br>247.31  | 01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-  | -90.00<br>442.00<br>307.08<br>247.31  | 1,701.63        |
| 01*134136       | BERGEY'S INC.                 | COMPRESSOR<br>COMPRESSOR<br>EXPANSION VALVE, RECEIVER DRYE<br>pitman arm<br>trans dipstick tube<br>seal  | 349.82<br>331.95<br>113.47<br>552.62<br>01-430-330-<br>01-430-330-                                | 01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-  | 349.82<br>331.95<br>113.47<br>552.62<br>320.36<br>13.60   | 552.62          |
| 01*134137       | BERGEY'S TRUCK CENTERS        | A/C lines for #222   | 810.58  | 01-430-330-   | 810.58  | 810.58          |
| 01*134138       | BKH ELECTRICAL INC            | ELECTRICAL WORK NEW BUNK ROOM  | 1,100.00  | 01-411-360-   | 1,100.00  | 1,100.00        |
| 01*134139       | BOB ROSSER                    | TRAINING (3 CLASSES)   | 95.00   | 01-413-240-   | 95.00   | 95.00           |

| CHECK<br>NUMBER | PAYEE                              | DESCRIPTION   | INV<br>AMOUNT | ACCOUNT<br>NUMBER | AMOUNT   | CHECK<br>AMOUNT |
|-----------------|------------------------------------|---|---------------|-------------------|----------|-----------------|
| 01*134140       | BUCKS COUNTY                       | TRAY BATT, BRACKET, FILLER BA,<br>STEP FUEL<br>HOOK HOOD, NUT HEX F, BOLT HEX   | 2,130.07      | 01-430-330-       | 2,130.07 | 2,345.51        |
| 01*134141       | CALWEN INC. DBA RESCUE             | BIG WATER GUIDE PFD RED, THROW<br>THROWBAG STANDARD 75' POLYPROP  | 4,960.12      | 01-410-260-       | 4,960.12 | 6,080.12        |
| 01*134142       | CHAPMAN FORD OF HORSHAM            | KIT BRAKE LINING, FILTER ODOUR  | 1,120.00      | 01-410-260-       | 1,120.00 |                 |
| 01*134143       | CITY ELECTRIC SUPPLY               | 15A 125V TR COMBO DIM LED NITE  | 116.63        | 01-430-330-       | 116.63   | 116.63          |
| 01*134144       | COLONIAL OIL INDUSTRIES, INC.      | 997.20 PREMIUM 93 RFG E10<br>1420.5 ULSD-15 PPM BIO 2%  | 3,285.07      | 01-430-330-       | 3,285.07 | 8,978.29        |
| 01*134145       | COMCAST CABLE                      | ACCOUNT# 8499 10 141 0218777  | 5,693.22      | 01-430-330-       | 5,693.22 |                 |
| 01*134146       | CRYSTAL SPRINGS                    | ACCOUNT# 834867119208763  | 100.13        | 01-411-327-       | 100.13   | 100.13          |
| 01*134147       | DAVIDHEISER'S INC.                 | 12 STOP WATCHS TESTED, 2 BATTE  | 134.29        | 01-410-200-       | 134.29   | 134.29          |
| 01*134148       | DELAWARE VALLEY TRUCK SERVICE INC. | RESPRING FRONT END REPLACE SNU  | 284.00        | 01-410-240-       | 284.00   | 284.00          |
| 01*134149       | DELTA DENTAL OF PENNSYLVANIA       | DENTAL INSURANCE  | 2,195.56      | 01-430-330-       | 2,195.56 | 2,195.56        |
| 01*134150       | EARTHBORNE INC.                    | SAFETY ELEMNT, WAXOYL 400 ML A  | 8,100.00      | 01-486-156-       | 8,100.00 | 8,100.00        |
| 01*134151       | EUREKA STONE QUARRY, INC.          | SEASONAL<br>SHOP  | 171.02        | 01-430-330-       | 171.02   | 171.02          |
| 01*134152       | FASTENAL COMPANY                   | IC WB FLO RED 17OZ<br>14X25X1 M8STDPLTFLTR  | 455.17        | 01-430-200-       | 455.17   | 657.13          |
| 01*134153       | FRED BEANS PARTS                   | SENSOR-EXH<br>KIT-BRAKE, ROTOR ASY<br>ROTOR ASY<br>SWITCH ASY<br>HANDLE<br>LATCH<br>SWITCH ASY<br>COIL ASY, SPARK PLUG  | 201.96        | 01-430-200-       | 201.96   |                 |
| 01*134154       | GOOSE SQUAD                        | GOOSE CONTROL & REMOVAL FOR AP  | -69.70        | 01-430-330-       | -69.70   | 108.25          |
| 01*134155       | GRANTURK EQUIPMENT CO., INC.       | 40575-30 1/2" BALL VALVE  | 177.95        | 01-430-330-       | 177.95   |                 |
| 01*134156       | HATBORO LUMBER                     | R/B JOYSTICK<br>SEALANT INSUL FOAM TRIPLE 12OZ<br>3-1/2 16GA TIE WIRE<br>3/8 X 6 GALV LAG SCREWS<br>3/8 X 6 GALV LAG SCREWS<br>1/2 X 6 GALV LAG SCREWS  | 174.06        | 01-430-330-       | 174.06   |                 |
| 01*134157       | J&J TRUCK EQUIPMENT                | M-LONGIT BRACE ASSY CL50/60   | 597.30        | 01-430-330-       | 597.30   | 1,350.00        |
| 01*134158       | JOHN FUGELO                        | 200 SHOP RAGS   | 660.67        | 01-430-330-       | 660.67   | 1,257.97        |
| 01*134159       | KENNEDY CULVERT & SUPPLY CO.       | 36" HDPE - COWBELL  | 15.98         | 01-430-200-       | 15.98    | 95.66           |
| 01*134160       | KEVIN LEVAY                        | VEHICLE SAFETY INSPECTOR RECER  | 19.98         | 01-430-200-       | 19.98    |                 |
| 01*134161       | KEYSTONE HEALTH PLAN EAST          | HEALTH INSURANCE  | 41.70         | 01-454-200-       | 41.70    |                 |
| 01*134162       | KIMBALL MIDWEST                    | MINI FUSE   | -41.70        | 01-454-200-       | -41.70   |                 |
| 01*134163       | LEXISNEXIS                         | ACCOUNT#1000HWP31; 4/1-4/30/22  | 59.70         | 01-454-200-       | 59.70    |                 |
| 01*134164       | LINDA HARRISON                     | REFUND FOR SAFETY TOWN 4/23/22  | 878.87        | 01-430-330-       | 878.87   | 878.87          |
| 01*134165       | MIKE FLOOD LLC                     | WALLS & CEILING IN NEW BUNK RO  | 50.00         | 01-401-240-       | 50.00    | 50.00           |
| 01*134166       | MOYER INDOOR/OUTDOOR               | TERWOOD PARK-COMMERCIAL LAWN C<br>UM TOWNSHIP-COMMERCIAL LAWN CA<br>WOODLAWN PARK-COMMERCIAL LAWN<br>N. WILLOW GROVE PARK-COMMERCIA<br>MASON MILL PARK-COMMERCIAL LAW<br>FARMSTEAD PARK-COMMERCIAL LAWN | 4,825.00      | 01-411-460-       | 4,825.00 | 4,825.00        |
|                 |                                    |   | 426.00        | 01-454-450-       | 426.00   | 4,827.00        |
|                 |                                    |   | 161.00        | 01-454-450-       | 161.00   |                 |
|                 |                                    |   | 823.00        | 01-454-450-       | 823.00   |                 |
|                 |                                    |   | 537.00        | 01-454-450-       | 537.00   |                 |
|                 |                                    |   | 1,904.00      | 01-454-450-       | 1,904.00 |                 |
|                 |                                    |   | 470.00        | 01-454-450-       | 470.00   |                 |

| CHECK<br>NUMBER | PAYEE  | DESCRIPTION                    | INV<br>AMOUNT | ACCOUNT<br>NUMBER | AMOUNT    | CHECK<br>AMOUNT |
|-----------------|--|--------------------------------|---------------|-------------------|-----------|-----------------|
|                 |  | FERN VILLAGE PARK-COMMERCIAL L | 506.00        | 01-454-450-       | 506.00    |                 |
| 01*134167       | PAUL PURTELL                                       | SEMINAR                        | 75.00         | 01-413-240-       | 75.00     | 75.00           |
| 01*134168       | PECO ENERGY-PAYMENT PROCESSING                     | ELECTRIC & GAS- 1 BROOK ST     | 1,941.22      | 01-409-360-       | 1,941.22  | 1,941.22        |
| 01*134169       | PEREGRINE ASSOCIATES                               | BUSINESS CARDS-SPEARING        | 70.00         | 01-401-200-       | 70.00     | 70.00           |
| 01*134170       | ROBERT J. KENNEDY                                  | SOFTWARE UPDATE                | 549.01        | 01-430-330-       | 549.01    | 549.01          |
| 01*134171       | RUSS WHELAN DOORS &                                | REATTACHED CABLES, BALANCED DO | 277.50        | 01-409-373-       | 277.50    | 516.25          |
|                 |  | SECURED THE DOOR & FIXED BACK  | 238.75        | 01-409-373-       | 238.75    |                 |
| 01*134172       | SHAPIRO FIRE PROTECTION CO.                        | SEMI ANNUAL INSPECTION OF RANG | 173.00        | 01-411-360-       | 173.00    | 173.00          |
| 01*134173       | SIGNAL CONTROL PRODUCTS, INC.                      | TYPE B PED STUB POLE           | 280.00        | 01-430-373-       | 280.00    | 676.00          |
|                 |  | TYPE B PED STUB POLE, 9X12 PUS | 396.00        | 01-430-373-       | 396.00    |                 |
| 01*134174       | STANDARD INSURANCE COMPANY                         | LIFE INSURANCE                 | 5,790.40      | 01-486-156-       | 5,790.40  | 5,790.40        |
| 01*134175       | STAR LAWN MOWER INC.                               | ECHO SPEED-FEED 400 TRIMMER HE | 89.55         | 01-454-374-       | 89.55     | 89.55           |
| 01*134176       | T.W. REISS, INC.                                   | SWITCH, PTO 10A                | 155.79        | 01-430-330-       | 155.79    | 1,347.32        |
|                 |  | 36 RDR 72E CARBIDE CHA         | 330.99        | 01-411-250-       | 330.99    |                 |
|                 |  | FUELMIX 50 1 4.75GAL           | 236.36        | 01-430-330-       | 236.36    |                 |
|                 |  | PC DIAGNOSTIC TOOK KIT         | 489.96        | 01-430-330-       | 489.96    |                 |
|                 |  | SENSOR, OXYGEN M18             | 134.22        | 01-430-330-       | 134.22    |                 |
| 01*134177       | TDS CONCRETE INC.                                  | CY 4000 MIX A/E                | 750.50        | 01-430-200-       | 750.50    | 750.50          |
| 01*134178       | TODD SMITH   | TRAINING EXPENSE REIMBURSEMENT | 438.77        | 01-410-240-       | 438.77    | 438.77          |
| 01*134179       | TRUCK PRO  | CARTRIDGE                      | 479.48        | 01-430-330-       | 479.48    | 985.10          |
|                 |  | TENDER KT, HANGER BRACKET      | 71.97         | 01-430-330-       | 71.97     |                 |
|                 |  | AIR SPRIN                      | 311.98        | 01-430-330-       | 311.98    |                 |
|                 |  | CARTRIDGE                      | 121.67        | 01-430-330-       | 121.67    |                 |
| 01*134180       | U.S. MUNICIPAL SUPPLY, INC.                        | H/I END ROAD WORK              | 144.78        | 01-430-330-       | 144.78    | 3,142.12        |
|                 |  | PTO, FOR SHAFT DRIVE           | 2,997.34      | 01-430-330-       | 2,997.34  |                 |
| 01*134181       | UNIFIRST CORPORATION                               | UNIFORM MAINTENANCE            | 409.90        | 01-430-191-       | 204.95    | 809.05          |
|                 |  | UNIFORM MAINTENANCE            |               | 01-427-191-       | 204.95    |                 |
|                 |  | UNIFORM MAINTENANCE            | 399.15        | 01-427-191-       | 199.58    |                 |
|                 |  | UNIFORM MAINTENANCE            |               | 01-430-191-       | 199.57    |                 |
| 01*134182       | UPPER DUBLIN TOWNSHIP                              | MONTGOMERY COUNTY CONSORTIUM M | 1,156.98      | 01-427-384-       | 1,156.98  | 1,156.98        |
| 01*134183       | UPPER MORELAND SCHOOL DISTRICT                     | YOUNG REMBRANDT DRAWING CLASSE | 270.00        | 01-452-450-       | 270.00    | 270.00          |
| 01*134184       | VICTOR SECURITY, INC.                              | MONITORING SERVICE-BOILEAU PAR | 76.50         | 01-454-450-       | 76.50     | 76.50           |
| 01*134185       | WARRINGTON ALARM COMPANY                           | SERVICE CALL 4/21/22           | 400.25        | 01-454-374-       | 400.25    | 400.25          |
| 01*134186       | WILLOW GROVE FIRE COMPANY                          | TOOL FUEL                      | 187.92        | 01-411-232-       | 120.00    | 764.02          |
|                 |  | BATTERYS                       |               | 01-411-327-       | 67.92     |                 |
|                 |  | PHONE BILL                     | 576.10        | 01-411-327-       | 206.52    |                 |
|                 |  | EQUIP                          |               | 01-411-360-       | 369.58    |                 |
| 01*134187       | WORKPLACE CENTRAL                                  | DYMO TAPE, SHARPIE MARKER      | 112.93        | 01-430-210-       | 112.93    | 430.18          |
|                 |  | MAGIC TAPE REFILL, BICMATIC PE | 15.60         | 01-452-200-       | 15.60     |                 |
|                 |  | BICMATIC PENCIL                | 7.11          | 01-452-200-       | 7.11      |                 |
|                 |  | ALPINE WATER, LEGAL PAPER      | 178.28        | 01-401-200-       | 178.28    |                 |
|                 |  | MINI CARD TENT                 | 34.82         | 01-452-200-       | 34.82     |                 |
|                 |  | DOCU HOLDER FRAME, PARCHMENT P | 81.44         | 01-410-200-       | 81.44     |                 |
|                 |  | TUITION REIMBURSEMENT- SPAN 1  | 1,000.00      | 01-410-317-       | 1,000.00  | 1,000.00        |
| 01*134188       | AMANDA ROSSETTI                                    |                                |               |                   |           |                 |
| 01*134189       | ANDREW W. WOOD FOR BENEFIT OF LB UB RE TAX REFUNDS | 0004308690389901: 03/31-04/29/ | 15,792.27     | 01-401-460-       | 15,792.27 | 15,792.27       |
| 01*134190       | AQUA PA  |                                | 258.60        | 01-411-363-       | 258.60    | 258.60          |
| 01*134191       | BLUEPEARL  | MAXIMUS- TRIHEART PLUS, NEXGAR | 190.00        | 01-410-240-       | 190.00    | 190.00          |
| 01*134192       | BONNIE AND JASON MASE                              | BUSINESS PRIVILEGE TAX REFUND  | 10.71         | 01-310-800-       | 10.71     | 10.71           |
| 01*134193       | CAMPBELL DURRANT BEATTY                            | LEGAL SERVICES: 04/06/22-04/30 | 11,474.29     | 01-402-314-       | 11,474.29 | 11,474.29       |
| 01*134194       | CDW GOVERNMENT, INC.                               | (1) BLACK BOX 2PT              | 120.47        | 01-401-320-       | 120.47    | 120.47          |

| CHECK<br>NUMBER | PAYEE                               | DESCRIPTION                    | INV<br>AMOUNT | ACCOUNT<br>NUMBER | AMOUNT    | CHECK<br>AMOUNT |
|-----------------|-------------------------------------|--------------------------------|---------------|-------------------|-----------|-----------------|
| 01*134195       | CHARLES E. CONNER, JR.              | BUSINESS PRIVILEGE TAX REFUND  | 15.28         | 01-310-800-       | 15.28     | 15.28           |
| 01*134196       | CITY ELECTRIC SUPPLY                | (3) MF-N4 OPEN/CLOSE/STOP      | 456.93        | 01-409-373-       | 456.93    | 456.93          |
| 01*134197       | CLEAN NET USA                       | JANITORIAL SERVICE, MAY 2022   | 2,075.00      | 01-409-450-       | 2,075.00  | 2,075.00        |
| 01*134198       | COMCAST CABLE                       | 8499101410145414: 4355 DAVISVI | 113.05        | 01-411-327-       | 113.05    | 450.15          |
|                 |                                     | 8499101410242512- PILEGGI PARK | 143.05        | 01-401-320-       | 143.05    |                 |
|                 |                                     | 8499101410258401- BOILEAU PARK | 194.05        | 01-401-320-       | 194.05    |                 |
| 01*134199       | COVANTA ENERGY, LLC                 | DISPOSAL FEES: 04/18-04/29/22  | 17,824.74     | 01-427-365-       | 17,824.74 | 17,824.74       |
| 01*134200       | DRIVE THRU GRAPHICS LLC             | BUSINESS PRIVILEGE TAX REFUND  | 53.00         | 01-310-800-       | 53.00     | 53.00           |
| 01*134201       | ELLIOTT LEWIS CORPORATION           | PREVENTATIVE MAINTENANCE       | 5,173.00      | 01-409-450-       | 5,173.00  | 6,923.90        |
| 01*134202       | EXTRA SPACE STORAGE                 | AC 11 FOR PARKS AND REC NOT WO | 1,750.90      | 01-409-373-       | 1,750.90  |                 |
|                 |                                     | ACCT 1002636790 MONTHLY RENTAL | 418.00        | 01-401-450-       | 418.00    | 418.00          |
| 01*134203       | FASTENAL COMPANY                    | (3) WHITE PE STD VFT CAP       | 67.53         | 01-454-374-       | 67.53     | 67.53           |
| 01*134204       | FINCH TURF EQUIPMENT, INC.          | FIELD FINISHER                 | 702.59        | 01-454-374-       | 702.59    | 702.59          |
| 01*134205       | FSSOLUTIONS                         | (8) BREATH ALCOHOL, (3) NON DO | 396.00        | 01-486-156-       | 396.00    | 396.00          |
| 01*134206       | GEORGE ALLEN PORTABLE               | NORTH WILLOW GROVE PARK- 04/22 | 74.00         | 01-454-450-       | 74.00     | 148.00          |
|                 |                                     | HATBORO SEWER: 04/25-05/22/22  | 74.00         | 01-454-450-       | 74.00     |                 |
| 01*134207       | GEORGE ELY ASSOCIATES               | (12) 32 GALLON LITTER RECEPTAC | 7,760.00      | 01-454-374-       | 7,760.00  | 7,760.00        |
| 01*134208       | GIUSEPPE A. PESCATORE               | BUSINESS PRIVILEGE TAX REFUND  | 65.88         | 01-310-800-       | 65.88     | 65.88           |
| 01*134209       | GRAINGER                            | HAMMER MASONRY DRILL           | 12.44         | 01-409-373-       | 12.44     | 406.77          |
|                 |                                     | VEHICLE EQUIPMENT AND REPLACEM | 394.33        | 01-410-240-       | 394.33    |                 |
| 01*134210       | H.A. BERKHEIMER, INC.               | EARNED INCOME TAX COLLECTOR- A | 1,974.77      | 01-402-312-       | 1,974.77  | 1,974.77        |
| 01*134211       | HERO SCHOLARSHIP FUND               | IN MEMORY OF JOSEPH SMOLUK, PF | 50.00         | 01-401-240-       | 50.00     | 50.00           |
| 01*134212       | HOUGH ASSOCIATES                    | 2020 RECYCLING GRANT AWARD- IN | 22,516.00     | 01-427-384-       | 22,516.00 | 22,516.00       |
| 01*134213       | JAMES R. RINGGOLD                   | BUSINESS PRIVILEGE TAX REFUND  | 56.19         | 01-310-800-       | 56.19     | 56.19           |
| 01*134214       | JENNIFER MCMASTER                   | REFUND FOR TEEN TREX PROGRAM   | 13.00         | 01-367-000-       | 13.00     | 13.00           |
| 01*134215       | JOHN FUGELO                         | LUNCH FOR CHIEF MEETING        | 80.08         | 01-415-240-       | 80.08     | 80.08           |
| 01*134216       | JULIE MURRAY                        | REFUND FOR PAVILION DUE TO INC | 140.00        | 01-367-000-       | 140.00    | 140.00          |
| 01*134217       | KATHRYN JONES                       | REFUND FOR PAVILION DUE TO INC | 160.00        | 01-367-000-       | 160.00    | 160.00          |
| 01*134218       | KEYSTONE INFORMATION SYSTEMS        | 07/01-06/30/23 SOFTWARE        | 12,963.00     | 01-401-374-       | 12,963.00 | 12,963.00       |
| 01*134219       | KILKENNY LAW                        | UMT GENERAL: APRIL, 2022       | 5,388.25      | 01-402-314-       | 5,388.25  | 11,200.75       |
|                 |                                     | LIENS: APRIL, 2022             | 1,240.00      | 01-402-314-       | 1,240.00  |                 |
|                 |                                     | TAX ASSESSMENT APPEALS: APRIL  | 31.00         | 01-402-314-       | 31.00     |                 |
|                 |                                     | BPT- APRIL, 2022               | 2,712.50      | 01-402-314-       | 2,712.50  |                 |
|                 |                                     | SUMMARY MATTERS: APRIL, 2022   | 31.00         | 01-402-314-       | 31.00     |                 |
|                 |                                     | PARK AVE- WGSC: APRIL, 2022    | 930.00        | 01-402-314-       | 930.00    |                 |
|                 |                                     | 1740 COUNTY LINE RD ZHB: APRIL | 868.00        | 01-402-314-       | 868.00    |                 |
|                 |                                     | BUSINESS PRIVILEGE TAX REFUND  | 40.29         | 01-310-800-       | 40.29     | 40.29           |
| 01*134220       | LAZARE KOKOLO & MIRIAM CALDWELL-KOK | EARTH DAY FAIR                 | 821.13        | 01-401-520-       | 821.13    | 821.13          |
| 01*134221       | LYNNETTE SAUNDERS                   | REFUND FOR PAVILION            | 140.00        | 01-367-000-       | 140.00    | 140.00          |
| 01*134222       | MARCIA FURRY                        | UNIFORM: FUGELO                | 227.96        | 01-415-238-       | 227.96    | 2,508.53        |
| 01*134223       | MCDONALD UNIFORMS                   | UNIFORM: DOUGHERTY             | 320.94        | 01-415-238-       | 320.94    |                 |
|                 |                                     | UNIFORM: GERTH                 | 437.92        | 01-415-238-       | 437.92    |                 |
|                 |                                     | UNIFORM: MARTINDELL            | 190.96        | 01-415-238-       | 190.96    |                 |
|                 |                                     | UNIFORM: STRANGE               | 377.93        | 01-415-238-       | 377.93    |                 |
|                 |                                     | UNIFORM: KATZ                  | 195.96        | 01-415-238-       | 195.96    |                 |
|                 |                                     | UNIFORM: QUIGG                 | 161.97        | 01-415-238-       | 161.97    |                 |
|                 |                                     | UNIFORM: COX                   | 270.95        | 01-415-238-       | 270.95    |                 |
|                 |                                     | UNIFORM: HOOD                  | 323.94        | 01-415-238-       | 323.94    |                 |
|                 |                                     | UNIFORM: LEE                   | 195.96        | 01-415-238-       | 195.96    | 825.79          |
| 01*134224       | MCDONALD UNIFORMS                   | UNIFORM: DILENNO               | 195.96        | 01-415-238-       | 195.96    |                 |

| CHECK<br>NUMBER | PAYEE                          | DESCRIPTION                     | INV<br>AMOUNT | ACCOUNT<br>NUMBER | AMOUNT   | CHECK<br>AMOUNT |
|-----------------|--------------------------------|---------------------------------|---------------|-------------------|----------|-----------------|
|                 |                                | UNIFORM: WEIR                   | 346.88        | 01-415-238-       | 346.88   |                 |
|                 |                                | UMT PD- PATCH ALTERATION        | 54.00         | 01-410-238-       | 54.00    |                 |
|                 |                                | UMT PD: KEY RING HOLDER         | 5.99          | 01-410-238-       | 5.99     |                 |
|                 |                                | UMT PD: PATCH ALTERATION        | 27.00         | 01-410-238-       | 27.00    |                 |
| 01*134225       | MEGAN WALKER                   | REFUND FOR PAVILION DUE TO INC  | 70.00         | 01-367-000-       | 70.00    | 70.00           |
| 01*134226       | MONTGOMERY COUNTY EMERG.       | CPR RECERTIFICATION: BALD       | 25.00         | 01-410-240-       | 25.00    | 25.00           |
| 01*134227       | PECO ENERGY-PAYMENT PROCESSING | 2979900200: DIVISION & FORREST  | 18.52         | 01-454-360-       | 18.52    | 18.52           |
| 01*134228       | PECO ENERGY-PAYMENT PROCESSING | 1415145006: STORAGE BLDG 04/04  | 36.82         | 01-409-360-       | 36.82    | 36.82           |
| 01*134229       | PENNSYLVANIA STATE POLICE      | Service for CLEAN - 7/1/22 thr  | 5,202.00      | 01-410-317-       | 5,202.00 | 5,202.00        |
| 01*134230       | PEREGRINE ASSOCIATES           | (500) NOTECARDS WITH BLANK ENV  | 459.13        | 01-401-200-       | 459.13   | 459.13          |
| 01*134231       | RICK CARPENTER                 | BUSINESS PRIVILEGE TAX REFUND   | 513.12        | 01-310-800-       | 513.12   | 513.12          |
| 01*134232       | RICOH USA, INC.                | APRIL, 2022 STATEMENT           | 2,444.40      | 01-401-320-       | 2,444.40 | 2,444.40        |
| 01*134233       | ROBERT & CAROL WHITE           | RE TAX REFUNDS                  | 149.56        | 01-401-460-       | 149.56   | 149.56          |
| 01*134234       | ROBERT E. LITTLE, INC.         | BLACK WIDOW GLASSES             | 15.99         | 01-454-374-       | 15.99    | 15.99           |
| 01*134235       | SAFETY & SURVIVAL, LLC         | MAYDAY RECOGNITION, FIREFIGHTE  | 2,400.00      | 01-411-460-       | 2,400.00 | 2,400.00        |
| 01*134236       | SIMONE COLLINS                 | WOODLAWN PARK MASTER PLAN- 04/  | 3,264.59      | 01-130-100-       | 3,264.59 | 3,264.59        |
| 01*134237       | STREET COP TRAINING            | MASTERING SEARCH AND SEIZURE    | 175.00        | 01-410-240-       | 175.00   | 175.00          |
| 01*134238       | T.W. REISS, INC.               | SECOND BLADE- CHAINSAW          | 330.99        | 01-411-242-       | 330.99   | 330.99          |
| 01*134239       | UMHJSA                         | ACCT# 7014: UMT BLDG            | 331.40        | 01-409-360-       | 331.40   | 663.85          |
|                 |                                | ACCT# 7016: 627B FITZWATER TOWN | 47.20         | 01-454-360-       | 47.20    |                 |
|                 |                                | ACCT# 7019: 227-229 DAVISVILLE  | 87.33         | 01-411-360-       | 87.33    |                 |
|                 |                                | ACCT# 7027: 4355 DAVISVILLE RD  | 47.20         | 01-411-360-       | 47.20    |                 |
|                 |                                | ACCT# 7029: LIBRARY             | 150.72        | 01-409-360-       | 150.72   |                 |
| 01*134240       | VANESSA FAJOTINA               | BUSINESS PRIVILEGE TAX REFUND   | 42.47         | 01-310-800-       | 42.47    | 42.47           |
| 01*134241       | VERIZON                        | 250350262000116: 05/01-05/31/2  | 38.33         | 01-401-320-       | 38.33    | 2,347.63        |
|                 |                                | 156882052000125: 05/04-06/03/2  | 45.33         | 01-401-320-       | 45.33    |                 |
|                 |                                | 450724913000147: 05/03-06/02/2  | 79.74         | 01-401-320-       | 79.74    |                 |
|                 |                                | 250581599000177: 05/01-05/31/2  | 2,184.23      | 01-401-320-       | 2,184.23 |                 |
| 01*134242       | VERIZON BUSINESS               | 03/15-04/14/22                  | 187.38        | 01-401-320-       | 187.38   | 187.38          |
| 01*134243       | VICTORY GARDEN'S INC.          | (16) BROWN DYED                 | 352.00        | 01-454-200-       | 352.00   | 704.00          |
|                 |                                | (16) BROWN DYED                 | 352.00        | 01-454-200-       | 352.00   |                 |
| 01*134244       | WINNING WAYS EAST, INC         | BUSINESS PRIVILEGE TAX REFUND   | 39.00         | 01-310-800-       | 39.00    | 39.00           |
| 01*134245       | WORKPLACE CENTRAL              | (2) TONER, BATTERIES            | 534.24        | 01-401-320-       | 534.24   | 606.22          |
|                 |                                | (2) BATTERIES                   | 71.98         | 01-401-320-       | 71.98    |                 |
| 01*134247       | A. GIULIANI & CO. INC.         | BUSINESS PRIVILEGE TAX REFUND   | 603.06        | 01-310-800-       | 603.06   | 603.06          |
| 01*134248       | ADP, INC.                      | PAYROLL SERVICES: 04/14-05/07/  | 1,913.74      | 01-401-450-       | 1,913.74 | 2,480.74        |
|                 |                                | WORKFORCE NOW- PERIOD ENDING 0  | 567.00        | 01-401-450-       | 567.00   |                 |
|                 |                                | RENT (2) LARGE ARGON            | 49.60         | 01-430-330-       | 49.60    | 49.60           |
| 01*134249       | AIRGAS                         | BUSINESS PRIVILEGE TAX REFUND   | 7.00          | 01-310-800-       | 7.00     | 7.00            |
| 01*134250       | ALLIED MASONRY GROUP LLC       | (1) HANES MEN'S SHORT SLEEVE P  | 16.50         | 01-410-240-       | 16.50    | 379.13          |
| 01*134251       | AMAZON CAPITAL SERVICES        | (1) BROAN BATHROOM FAN MOTOR A  | 79.95         | 01-409-373-       | 79.95    |                 |
|                 |                                | COLORED PAPER, BINDER, POST-IT  | 109.79        | 01-401-200-       | 109.79   |                 |
|                 |                                | (7) FLEXFIT UNISEX AIRMSEH FIT  | 62.72         | 01-410-240-       | 62.72    |                 |
|                 |                                | (1) HIGH TEMPERATURE GREASE     | 10.28         | 01-409-373-       | 10.28    |                 |
|                 |                                | (6) TACTICAL IDENTIFICATION PA  | 99.89         | 01-410-240-       | 99.89    |                 |
| 01*134252       | ANTHONY E. GIANETTI DMD PC     | BUSINESS PRIVILEGE TAX REFUND   | 241.09        | 01-310-800-       | 241.09   | 241.09          |
| 01*134253       | AQUA PA                        | 0001284700128470: FITZWATER TOW | 27.03         | 01-454-360-       | 27.03    | 27.03           |
| 01*134254       | AQUA PA                        | 0001284730128473: WGFC 04/18-0  | 105.05        | 01-411-360-       | 105.05   | 105.05          |
| 01*134255       | AQUA PA                        | 0001285030128503: PILEGGI PK 0  | 162.37        | 01-454-360-       | 162.37   | 162.37          |
| 01*134256       | AQUA PA                        | 0001285050128505: WGFS 04/18-0  | 108.68        | 01-411-360-       | 108.68   | 108.68          |

| CHECK<br>NUMBER | PAYEE                         | DESCRIPTION  | INV<br>AMOUNT  | ACCOUNT<br>NUMBER   | AMOUNT  | CHECK<br>AMOUNT |
|-----------------|-------------------------------|--|--|---|---|-----------------|
| 01*134257       | AQUA PA                       | 0003099050309905: 03/31-04/29/   | 2,379.12   | 01-411-363-   | 2,379.12  | 2,379.12        |
| 01*134258       | AQUA PA                       | 0004827010404097: WGFS 04/18-  | 100.73   | 01-411-360-   | 100.73  | 100.73          |
| 01*134259       | AQUA PA                       | 0014793381052247: ORANGE MAN 04  | 212.26   | 01-454-360-   | 212.26  | 212.26          |
| 01*134260       | AQUA PA                       | 0025017651456955: MMMP 04/18-0   | 154.75   | 01-454-360-   | 154.75  | 154.75          |
| 01*134261       | AQUASCAPES UNLIMITED          | POND SERVICE 05/11/22  | 315.00   | 01-454-450-   | 315.00  | 315.00          |
| 01*134262       | ARDMORE TIRE, INC.            | (2) 205/702005<br>(1) 11R225   | 408.00<br>205.00   | 01-430-330-   | 408.00<br>205.00  | 613.00          |
| 01*134263       | BERGEY'S INC.                 | FINANCE CHARGE FOR LATE PAYMEN<br>left side pos box<br>core<br>(-1) DIPSTICK<br>(1) SENSOR   | 9.89<br>2,379.80<br>01-430-330-<br>-248.98<br>247.70   | 01-430-330-<br>01-430-330-<br>01-430-330-<br>247.70   | 9.89<br>1,929.80<br>450.00<br>-248.98<br>247.70   | 2,388.41        |
| 01*134264       | BILLOWS ELECTRIC SUPPLY INC.  | (10) SUPER 33+ TAPE<br>(2) 3M VINYL BLCOK FORK<br>(1) 3M SPLICING TAPE   | 73.40<br>16.20<br>21.21  | 01-430-373-   | 73.40<br>16.20<br>21.21   | 110.81          |
| 01*134265       | BUCKS COUNTY                  | (2) BRACKETS<br>STRAP - TRUCK 437<br>EXTENSION<br>HOOD CATCH<br>FAN<br>SHROUD<br>BELT<br>KING PIN<br>OIL SEAL<br>GASKET<br>(1) SPIDER BR   | 45.02<br>1,821.33<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>151.60 | 01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330- | 45.02<br>127.00<br>569.04<br>36.77<br>213.69<br>450.73<br>64.61<br>283.03<br>55.16<br>21.30<br>151.60 | 2,017.95        |
| 01*134266       | BUCKS COUNTY RIVER COUNTRY    | TREK CAMP TRIP- JULY 6, 2022   | 1,374.00   | 01-452-905-   | 1,374.00  | 1,374.00        |
| 01*134267       | CARR & DUFF INC.              | REPAIR AND REPLACE SOFTBALL AN   | 4,456.20   | 01-454-450-   | 4,456.20  | 4,456.20        |
| 01*134268       | CHRIS AMATO AUTOMOTIVE, INC.  | STATE INSPECTION FOR WGFC CAR  | 88.70  | 01-411-372-   | 88.70   | 88.70           |
| 01*134269       | CLARK HILL                    | CIVIL SERVICE COMMISSION MATTE   | 969.00   | 01-402-314-   | 969.00  | 969.00          |
| 01*134270       | COLLIFLOWER INC.              | (1) CURB PUMP ASSY   | 196.66   | 01-430-330-   | 196.66  | 196.66          |
| 01*134271       | COLONIAL OIL INDUSTRIES, INC. | 1253.0 UNITS<br>2151.0 UNITS<br>750.0 UNITS<br>2500.0 UNITS<br>1426.10 UNITS<br>1513.5 UNITS   | 4,119.74<br>8,319.42<br>2,693.18<br>8,977.25<br>6,675.57<br>5,548.80   | 01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-<br>01-430-330-  | 4,119.74<br>8,319.42<br>2,693.18<br>8,977.25<br>6,675.57<br>5,548.80                                  | 36,333.96       |
| 01*134272       | COMCAST CABLE                 | 8499101410018938: UMT DPW 05/1<br>8499101380131182: UMT 05/11-06<br>8499101410219510: WGVFC 05/18-<br>8499101410240870: BUEHLER PK 0<br>8499101410244682: VETERANS PK<br>8499101380374931: UMT MDM 05/0<br>8499101380374949: 05/09-06/08 | 213.29<br>203.35<br>350.52<br>227.13<br>143.05<br>328.39<br>53.78  | 01-401-320-<br>01-401-320-<br>01-401-320-<br>01-401-320-<br>01-401-320-<br>01-401-320-<br>01-401-320-                               | 213.29<br>203.35<br>350.52<br>227.13<br>143.05<br>328.39<br>53.78                                     | 1,519.51        |
| 01*134273       | COOPER MECHANICAL SERVICES    | REPLACE LAVATORY FAUCETS IN PO<br>CHECK COMPRESSOR ROOM FOR SPRI   | 1,900.00<br>700.00   | 01-409-373-<br>01-411-360-  | 1,900.00<br>700.00  | 2,600.00        |
| 01*134274       | COURIER TIMES, INC.           | APRIL 2022 STATEMENT   | 561.60   | 01-413-340-   | 561.60  | 561.60          |
| 01*134275       | COVANTA ENERGY, LLC           | DISPOSAL FEES 05/03-05/13/22   | 15,541.87  | 01-427-365-   | 15,541.87   | 15,541.87       |
| 01*134276       | DANIEL MAIALETTI              | BUSINESS PRIVILEGE TAX REFUND  | 12.85  | 01-310-800-   | 12.85   | 12.85           |
| 01*134277       | DAVID ELSIER                  | PW BOOT ALLOWANCE: 2022  | 200.00   | 01-430-195-   | 200.00  | 200.00          |

| CHECK<br>NUMBER | PAYEE                              | DESCRIPTION                    | INV<br>AMOUNT | ACCOUNT<br>NUMBER | CHECK<br>AMOUNT |
|-----------------|------------------------------------|--------------------------------|---------------|-------------------|-----------------|
| 01*134278       | DAVID OLSON                        | BUSINESS PRIVILEGE TAX REFUND  | 35.00         | 01-310-800-       | 35.00           |
| 01*134279       | DEBRA DROSSNER                     | REFUND FOR PICKLEBALL          | 90.00         | 01-367-000-       | 90.00           |
| 01*134280       | DEJANA EQUIPMENT CO.               | SURCHARGE CREDIT               | -368.46       | 01-439-740-       | -368.46         |
|                 |                                    | 3-4 YARD DUMP BODY             | 36,158.51     | 01-439-740-       | 36,158.51       |
| 01*134281       | DELAWARE VALLEY PROPERTY           | PROP./LIAB. INSURANCE          | 67,430.75     | 01-486-352-       | 67,430.75       |
| 01*134282       | DELAWARE VALLEY TRUCK SERVICE INC. | REPLACE FRONT AND REAR LEAF SP | 3,492.42      | 01-430-330-       | 3,492.42        |
| 01*134283       | DELAWARE VALLEY WORKERS'           | WORKERS COMPENSATION           | 115,048.75    | 01-486-354-       | 115,048.75      |
| 01*134284       | DENNIS LEE                         | CDL REIMBURSEMENT              | 72.00         | 01-430-240-       | 72.00           |
| 01*134285       | EAGLE POWER & EQUIPMENT CORP.      | (1) WIPER ARM, (1) WIPER BLADE | 214.50        | 01-430-330-       | 214.50          |
| 01*134286       | EASTBURN & GRAY PC                 | LEGAL SERVICES RENDERED 01/12- | 122.50        | 01-413-450-       | 122.50          |
| 01*134287       | EASTERN AUTOPARTS WAREHOUSE        | APRIL 2022 STATEMENT           | 1,643.31      | 01-430-330-       | 1,643.31        |
| 01*134288       | ELLIOT KREMS                       | BUSINESS PRIVILEGE TAX REFUND  | 11.03         | 01-310-800-       | 11.03           |
| 01*134289       | EMBODYED TIDES, LLC                | BUSINESS PRIVILEGE TAX REFUND  | 86.61         | 01-310-800-       | 86.61           |
| 01*134290       | EUREKA STONE QUARRY, INC.          | 6.03TN                         | 366.80        | 01-430-200-       | 366.80          |
|                 |                                    | 2.15TN                         | 130.78        | 01-430-200-       | 130.78          |
| 01*134291       | EXCEL PACKAGING, INC               | MERCANTILE TAX REFUND          | 471.43        | 01-310-300-       | 471.43          |
| 01*134292       | FASTENAL COMPANY                   | (25) PIN CLIP, (25) CLEVIS PIN | 25.86         | 01-430-330-       | 25.86           |
|                 |                                    | (25) SHCS, (25) ZINC           | 19.87         | 01-430-330-       | 19.87           |
|                 |                                    | NUTS/WASHERS                   | 297.01        | 01-430-330-       | 297.01          |
| 01*134293       | FRED BEANS PARTS                   | (2) BRAKE KIT, (4) ROTOR ASY   | 371.42        | 01-430-330-       | 371.42          |
|                 |                                    | (2) ROTOR ASY                  | 133.90        | 01-430-330-       | 133.90          |
|                 |                                    | 1 ALTERNATOR                   | 319.33        | 01-430-330-       | 319.33          |
|                 |                                    | 1 ALTERNATOR                   | 319.33        | 01-430-330-       | 319.33          |
| 01*134294       | GALLS INC.                         | UNIFORM EXPENSES               | 123.25        | 01-415-238-       | 123.25          |
| 01*134295       | GARY MEZZY, LLC                    | BUSINESS PRIVILEGE TAX REFUND  | 337.56        | 01-310-800-       | 337.56          |
| 01*134296       | GEORGE ALLEN PORTABLE              | WOODLAWN PARK 05/11/06/07/22   | 74.00         | 01-454-450-       | 74.00           |
|                 |                                    | MMP: 05/02-05/29/22            | 74.00         | 01-454-450-       | 74.00           |
|                 |                                    | UMMS 05/11/06/07/22            | 148.00        | 01-454-450-       | 148.00          |
|                 |                                    | TERWOOD PARK 05/11/06/07       | 74.00         | 01-454-450-       | 74.00           |
|                 |                                    | BOILEAU PARK 05/11/06/07       | 74.00         | 01-454-450-       | 74.00           |
|                 |                                    | UMHS 05/11/06/07               | 148.00        | 01-454-450-       | 148.00          |
|                 |                                    | FAIR OAKS PARK 05/11/06/07     | 74.00         | 01-454-450-       | 74.00           |
| 01*134297       | GLICK FIRE EQUIPMENT CO., INC.     | TANK FUEL, FUEL TANK STRAP (2) | 2,127.84      | 01-430-330-       | 2,127.84        |
|                 |                                    | CHECK ENGINE LIGHT- QUINT 10   | 54.50         | 01-411-372-       | 54.50           |
| 01*134298       | GOODYEAR TIRE & RUBBER CO.         | MERCANTILE TAX REFUND          | 61.03         | 01-310-300-       | 61.03           |
| 01*134299       | GRAINGER                           | BUSINESS PRIVILEGE TAX REFUND  | 175.00        | 01-310-800-       | 175.00          |
|                 |                                    | HAND SOAP                      | 114.56        | 01-454-200-       | 114.56          |
|                 |                                    | (10) BARRICADE YELLOW TAPE     | 41.80         | 01-410-240-       | 41.80           |
|                 |                                    | TOILET PAPER (4)               | 132.24        | 01-454-200-       | 132.24          |
| 01*134300       | GRANTURK EQUIPMENT CO., INC.       | (2) PROX SWITCH                | 214.90        | 01-430-330-       | 214.90          |
|                 |                                    | PRO X SWITCHES, STRAPS, STEEL  | 594.00        | 01-430-330-       | 594.00          |
|                 |                                    | BODY TUBE, TUBE BUSHINGS, SPLI | 98.94         | 01-430-330-       | 98.94           |
|                 |                                    | BULK REFUND- PERMIT #151205    | 35.00         | 01-364-300-       | 35.00           |
| 01*134301       | HARRY F. WAGNER, JR.               | REFUND FOR PAVILION            | 140.00        | 01-367-000-       | 140.00          |
| 01*134302       | HILDA SERRANO                      | BUSINESS PRIVILEGE TAX REFUND  | 14.72         | 01-310-800-       | 14.72           |
| 01*134303       | HP PENNSYLVANIA I, LLC             | BUSINESS PRIVILEGE TAX REFUND  | 14.29         | 01-310-800-       | 14.29           |
| 01*134304       | HPA BORROWER 2018-1 MS, LLC        | BUSINESS PRIVILEGE TAX REFUND  | 58.43         | 01-310-800-       | 58.43           |
| 01*134305       | HPA JV BORROWER 2019-1 ML LLC      | BUSINESS PRIVILEGE TAX REFUND  | 1,680.00      | 01-411-360-       | 1,680.00        |
| 01*134306       | HUNTINGDON MECHANICAL              | 2022 ANNUAL HVAC MAINTENANCE A | 70.73         | 01-310-300-       | 70.73           |
| 01*134307       | IN AND OUT EXPRESS FOOD MARKET     | MERCANTILE TAX REFUND          | 165.00        | 01-413-240-       | 165.00          |
| 01*134308       | INTERNATIONAL CODE COUNCIL         | (2) SWIMMING POOL SPA, (1) FLO |               |                   |                 |

| CHECK<br>NUMBER | PAYEE                               | DESCRIPTION                    | INV<br>AMOUNT | ACCOUNT<br>NUMBER | CHECK<br>AMOUNT |
|-----------------|-------------------------------------|--------------------------------|---------------|-------------------|-----------------|
| 01*134309       | INTOXIMETERS                        | (500) MOUTHPIECE OPEN, (500) M | 303.00        | 01-410-200-       | 303.00          |
| 01*134310       | IRON MOUNTAIN                       | APRIL, 2022 STORAGE            | 658.05        | 01-401-320-       | 658.05          |
|                 |                                     | CREDIT FOR TAX CHARGES         | -77.52        | 01-401-320-       | -77.52          |
| 01*134311       | JAMES & ROBERT STITZINGER PARTNERSH | BUSINESS PRIVILEGE TAX REFUND  | 30.10         | 01-310-800-       | 30.10           |
| 01*134312       | JAMES & SUSAN MCDONOUGH             | BUSINESS PRIVILEGE TAX REFUND  | 30.70         | 01-310-800-       | 30.70           |
| 01*134313       | JAMES A. KLOTZ                      | BUSINESS PRIVILEGE TAX REFUND  | 21.35         | 01-310-800-       | 21.35           |
| 01*134314       | JAMES D. MORRISSEY, INC.            | DAVISVILLE & BYBERRY INTERSECT | 129,101.40    | 01-430-372-       | 129,101.40      |
| 01*134315       | JERRY'S BARBER SHOP                 | BUSINESS PRIVILEGE TAX REFUND  | 100.47        | 01-310-800-       | 100.47          |
| 01*134316       | JOLENE BRAY                         | REFUND FOR PICKLEBALL          | 60.00         | 01-367-000-       | 60.00           |
| 01*134317       | JULIA SHMILOVICH                    | REFUND FOR PAVILION CHANGE AND | 20.00         | 01-367-000-       | 20.00           |
| 01*134318       | K & K LANDSCAPING, INC.             | SEED AND CARE AT PILEGGI PARK  | 1,526.74      | 01-454-450-       | 1,526.74        |
| 01*134319       | KAITLIN SCOTT                       | REFUND FOR PAVILION            | 80.00         | 01-367-000-       | 80.00           |
| 01*134320       | KATE FIBER COL, INC                 | BUSINESS PRIVILEGE TAX REFUND  | 324.96        | 01-310-800-       | 324.96          |
| 01*134321       | KELLY GORDON                        | REFUND FOR SAFETY TOWN 05/14/2 | 50.00         | 01-367-000-       | 50.00           |
| 01*134322       | KELLY HALE                          | BULK REFUND- PERMIT # 151214   | 25.00         | 01-364-300-       | 25.00           |
| 01*134323       | KRISTEN E. SUTCH                    | BUSINESS PRIVILEGE TAX REFUND  | 22.71         | 01-310-800-       | 22.71           |
| 01*134324       | KURTZ'S FISH HATCHERY               | GOLD SHINERS                   | 1,208.00      | 01-452-247-       | 255.00          |
|                 |                                     | FATHEAD MINNOWS                |               | 01-452-247-       | 255.00          |
|                 |                                     | TADPOLES                       |               | 01-452-247-       | 80.00           |
|                 |                                     | CHANNEL CATFISH                |               | 01-452-247-       | 120.00          |
|                 |                                     | LARGE MOUTH BASS               |               | 01-452-247-       | 240.00          |
|                 |                                     | BLUE GILL                      |               | 01-452-247-       | 160.00          |
|                 |                                     | BLUE GILL                      |               | 01-452-247-       | 70.00           |
|                 |                                     | PACKING                        |               | 01-452-247-       | 28.00           |
| 01*134325       | L-L HEATING & EQUIPMENT CO, INC     | MERCANTILE TAX REFUND          | 372.92        | 01-310-300-       | 372.92          |
|                 |                                     | BUSINESS PRIVILEGE TAX REFUND  | 1,186.08      | 01-310-800-       | 1,186.08        |
| 01*134326       | LANCASTER COUNTY                    | (1) FIRE INVESTIGATOR 2ND ED.  | 80.75         | 01-411-460-       | 80.75           |
| 01*134327       | LAND MOBILE CORPORATION             | CABLE AND ANTENNA MOUNT FOR SH | 39.90         | 01-411-327-       | 39.90           |
| 01*134328       | LAVETTA ROUNTREE                    | BULK REFUND- PERMIT # 151212   | 15.00         | 01-364-300-       | 15.00           |
| 01*134329       | LEONARD M. PIRACCI IRREV TRUST      | BUSINESS PRIVILEGE TAX REFUND  | 39.00         | 01-310-800-       | 39.00           |
| 01*134330       | LILLIROSE DELZINGARO                | PAYMENT FOR DRAMARAMA ASSISTAN | 340.00        | 01-452-450-       | 340.00          |
| 01*134331       | LIVENGOOD EXCAVATORS INC            | BUSINESS PRIVILEGE TAX REFUND  | 578.00        | 01-310-800-       | 578.00          |
| 01*134332       | LIZ CRILLY                          | REFUND FOR PICKLEBALL          | 60.00         | 01-367-000-       | 60.00           |
| 01*134333       | LONG FENCE                          | LEASE 125 BARRICADES: 05/16/08 | 5,400.00      | 01-130-100-       | 5,400.00        |
| 01*134334       | M&M REALTY PARTNERS LP              | BUSINESS PRIVILEGE TAX REFUND  | 55.65         | 01-310-800-       | 55.65           |
| 01*134335       | MAGLOCLEN                           | USER FEES JULY 1, 2021- JUNE 3 | 400.00        | 01-410-240-       | 400.00          |
| 01*134336       | MARY KINNEAR                        | BUSINESS PRIVILEGE TAX REFUND  | 35.00         | 01-310-800-       | 35.00           |
| 01*134337       | MATTHEW J HOCKER                    | ANNUAL MICROSOFT EXCHANGE ONL  | 1,200.00      | 01-401-320-       | 1,200.00        |
| 01*134338       | MATTHEW SNYDER                      | DOG WASHING                    | 42.40         | 01-410-240-       | 42.40           |
| 01*134339       | MC CLOSKEY & FABER P.C.             | VERIZON STORE: 03/31-04/27/22  | 52.00         | 01-430-313-       | 52.00           |
|                 |                                     | 2955 TERWOOD RD: 03/31-04/27/2 | 52.00         | 01-430-313-       | 52.00           |
|                 |                                     | 3195 PENNYPACK RD: 03/31-04/27 | 256.50        | 01-430-313-       | 256.50          |
|                 |                                     | 4121 BLAIR MILL RD, SUBDIVISON | 197.00        | 01-430-313-       | 197.00          |
|                 |                                     | 2255 WYANDOTTE RD: 03/31-04/27 | 479.61        | 01-430-313-       | 479.61          |
|                 |                                     | 2425 BLAIR MILL RD: 03/31-04/2 | 230.61        | 01-430-313-       | 230.61          |
|                 |                                     | TOWNSHIP CONSULTING: 03/31-04/ | 457.00        | 01-430-313-       | 457.00          |
| 01*134340       | MC MAHON ASSOCIATES, INC.           | GENERAL TRAFFIC SERVICES 02/26 | 2,337.50      | 01-430-313-       | 2,337.50        |
|                 |                                     | WARMINSTER RD SIDEWALK 02/26-0 | 1,242.52      | 01-430-313-       | 1,242.52        |
|                 |                                     | YORK RD PED & TRAFFIC SIGNAL 0 | 905.00        | 01-430-313-       | 905.00          |
|                 |                                     | BLAIR MILL RD-HOP 02/26-04/01  | 1,607.50      | 01-430-313-       | 1,607.50        |

| CHECK<br>NUMBER | PAYEE                               | DESCRIPTION                     | INV<br>AMOUNT | ACCOUNT<br>NUMBER | AMOUNT    | CHECK<br>AMOUNT |
|-----------------|-------------------------------------|---------------------------------|---------------|-------------------|-----------|-----------------|
|                 |                                     | POWER MULTI-USE PATH 02/26-04/  | 1,192.50      | 01-430-313-       | 1,192.50  |                 |
|                 |                                     | BONNET LAN PARK ROADWAY IMP 02  | 2,380.00      | 01-430-313-       | 2,380.00  |                 |
|                 |                                     | DAVISVILLE & BYBERRY MTF 02/26- | 10,378.59     | 01-430-313-       | 10,378.59 |                 |
|                 |                                     | DAVISVILLE & BYBERRY GREEN LIG  | 6,305.10      | 01-430-313-       | 6,305.10  |                 |
| 01*134341       | MONTGOMERY MONTESSORI SCHOOL        | REFUND FOR PAVILION CHANGE FRO  | 70.00         | 01-367-000-       | 70.00     | 70.00           |
| 01*134342       | PECO ENERGY-PAYMENT PROCESSING      | 6401701408: FITZWATERTOWN RD:   | 346.58        | 01-454-360-       | 346.58    | 346.58          |
| 01*134343       | PECO ENERGY-PAYMENT PROCESSING      | 79315-00105: PILEGGI PK: 04/07  | 441.58        | 01-454-360-       | 441.58    | 441.58          |
| 01*134344       | PECO ENERGY-PAYMENT PROCESSING      | 7032000202: MASON MILL PARK EN  | 479.45        | 01-454-360-       | 479.45    | 479.45          |
| 01*134345       | PECO ENERGY-PAYMENT PROCESSING      | 3624500401: WGFC GAS 04/07-05/  | 89.30         | 01-411-360-       | 89.30     | 89.30           |
| 01*134346       | PECO ENERGY-PAYMENT PROCESSING      | 9499200405: WGFC ELECTRIC 04/0  | 267.13        | 01-411-360-       | 267.13    | 267.13          |
| 01*134347       | PECO ENERGY-PAYMENT PROCESSING      | 1452700407: UMT GAS 04/12-05/1  | 464.35        | 01-409-360-       | 464.35    | 464.35          |
| 01*134348       | PECO ENERGY-PAYMENT PROCESSING      | 9803100409- DPW GAS & ELECTRIC  | 3,294.23      | 01-409-360-       | 3,294.23  | 3,294.23        |
| 01*134349       | PECO ENERGY-PAYMENT PROCESSING      | 4237200501: MEMORIAL PK: 04/11  | 43.25         | 01-454-360-       | 43.25     | 43.25           |
| 01*134350       | PECO ENERGY-PAYMENT PROCESSING      | 1143500707- WGFB GAS & ELECTRI  | 975.33        | 01-411-360-       | 975.33    | 975.33          |
| 01*134351       | PECO ENERGY-PAYMENT PROCESSING      | 4236501000: BYBERRY APT: 04/11  | 166.02        | 01-454-360-       | 166.02    | 166.02          |
| 01*134352       | PECO ENERGY-PAYMENT PROCESSING      | 4545801109: BYBERRY COTTAGE: 0  | 12.65         | 01-454-360-       | 12.65     | 12.65           |
| 01*134353       | PECO ENERGY-PAYMENT PROCESSING      | 7639001203: MASONS MILL PK: 04  | 984.91        | 01-454-360-       | 984.91    | 984.91          |
| 01*134354       | PECO ENERGY-PAYMENT PROCESSING      | 4554501300: LIBRARY GAS & ELEC  | 1,080.26      | 01-409-360-       | 1,080.26  | 1,080.26        |
| 01*134355       | PECO ENERGY-PAYMENT PROCESSING      | 0218801508: TRAFFIC 03/31-04/2  | 490.10        | 01-430-373-       | 490.10    | 490.10          |
| 01*134356       | PECO ENERGY-PAYMENT PROCESSING      | 11431-01700: UMT ELECTRIC 04/1  | 2,232.93      | 01-409-360-       | 2,232.93  | 2,232.93        |
| 01*134357       | PECO ENERGY-PAYMENT PROCESSING      | 0808020028: MASONS MILL PARKIN  | 9.23          | 01-454-360-       | 9.23      | 9.23            |
| 01*134358       | PECO ENERGY-PAYMENT PROCESSING      | 2163122078: WAR MEMORIAL: 04/1  | 31.47         | 01-454-360-       | 31.47     | 31.47           |
| 01*134359       | PENDERGAST SAFETY                   | (3) WEST GLOVES                 | 73.87         | 01-427-192-       | 73.87     | 73.87           |
| 01*134360       | PENNSYLVANIA MUNICIPAL LEAGUE       | PELRAS DUES                     | 750.00        | 01-401-240-       | 750.00    | 750.00          |
| 01*134361       | PHILA OCCHEALTH                     | HENS & LEAHY: MAY, 2022         | 616.92        | 01-410-240-       | 616.92    | 616.92          |
| 01*134362       | PIONEER AUTO BODY & REPAIR LLC      | UNITE 437 SAND, PRIME, PAINT F  | 195.70        | 01-430-330-       | 195.70    | 195.70          |
| 01*134363       | PITNEY BOWES                        | 12/24/21-03/23/22 LEASE         | 976.47        | 01-401-374-       | 976.47    | 976.47          |
| 01*134364       | PLASMA SERVICES GROUP, INC          | MERCANTILE TAX REFUND           | 788.81        | 01-310-300-       | 788.81    | 788.81          |
| 01*134365       | POLICE CHIEF'S ASSOC. OF MONTGOMERY | DETECTIVES TRAINING             | 320.00        | 01-410-240-       | 320.00    | 320.00          |
| 01*134366       | PTC E-Z PASS CUSTOMER SERVICE       | APRIL 2022 STATEMENT            | 977.90        | 01-427-365-       | 977.90    | 977.90          |
| 01*134367       | RESCUE SOURCE                       | Big Water Guide Xsmall/Medium   | 630.00        | 01-410-260-       | 630.00    | 630.00          |
| 01*134368       | RESPIRATORY HEALTH SVC LLC          | MISCELLANEOUS                   | 18.77         | 01-310-810-       | 18.77     | 18.77           |
| 01*134369       | RMA OF PHILADELPHIA PC              | BUSINESS PRIVILEGE TAX REFUND   | 2,711.96      | 01-310-800-       | 2,711.96  | 2,711.96        |
| 01*134370       | ROBERT E. LITTLE, INC.              | (2) 55E CHAIN LOOP; (5) 74E CH  | 198.93        | 01-454-374-       | 198.93    | 244.40          |
|                 |                                     | SCREWDRIVER, FLEX GLASSES, WOR  | 45.47         | 01-454-374-       | 45.47     |                 |
|                 |                                     | BUSINESS PRIVILEGE TAX REFUND   | 41.50         | 01-310-800-       | 41.50     | 41.50           |
| 01*134371       | ROBERT H JR & SUSAN MATHERS         | CONTRACT SERVICES               | 2,000.00      | 01-409-450-       | 2,000.00  | 2,000.00        |
| 01*134372       | ROOF WIZARDS                        | PAYMENT FOR DRAMARAMA ASSISTAN  | 700.00        | 01-452-450-       | 700.00    | 700.00          |
| 01*134373       | SAM WISNIEWSKI                      | BUSINESS PRIVILEGE TAX REFUND   | 12.32         | 01-310-800-       | 12.32     | 12.32           |
| 01*134374       | SANDY THE CANINE NANNY              | 04/12 HEARING TRANSCRIPT        | 1,357.45      | 01-402-314-       | 1,357.45  | 1,357.45        |
| 01*134375       | SARGENT'S COURT REPORTING SERVICE,  | PRESSURIZED WATER RECHARGE, 10  | 91.24         | 01-411-250-       | 91.24     | 91.24           |
| 01*134376       | SHAPIRO FIRE PROTECTION CO.         | SOFTWARE SUBSCRIPTION- SOLUS E  | 48.50         | 01-430-330-       | 48.50     | 48.50           |
| 01*134377       | SNAP-ON CREDIT LLC                  | L Applicant Examination         | 1,390.00      | 01-410-317-       | 790.00    | 1,390.00        |
| 01*134378       | STRATEGIC INVESTIGATIVE RESOURCES   | Reports Only                    |               | 01-410-317-       | 600.00    |                 |
|                 |                                     | TOTAL SUPPORT PROGRAM: JUNE-AU  | 2,000.00      | 01-401-374-       | 2,000.00  | 2,000.00        |
| 01*134379       | STRATEGICLINK CONSULTING, INC       | (1) CASTER KIT, (2) BEARING RO  | 164.80        | 01-430-330-       | 164.80    | 164.80          |
| 01*134380       | T.W. REISS, INC.                    | BUSINESS PRIVILEGE TAX REFUND   | 13.65         | 01-310-800-       | 13.65     | 13.65           |
| 01*134381       | TAL & GRETCHEN KOLLNESHER           | CONCRETE FOR 2022 PAVING CURBS  | 766.00        | 01-430-200-       | 766.00    | 766.00          |
| 01*134382       | TDS CONCRETE INC.                   | **** VOIDED CHECK ****          |               |                   |           |                 |
| 01*134384       | THE ESTATE OF HAROLD A. COLLADAY    | BUSINESS PRIVILEGE TAX REFUND   | 9.00          | 01-310-800-       | 9.00      | 9.00            |
| 01*134385       | THE KSA GROUP LLC                   | CONSULTING GRANT DEVELOPMENT A  | 4,500.00      | 01-401-450-       | 4,500.00  | 4,500.00        |

| CHECK<br>NUMBER | PAYEE                          | DESCRIPTION                    | INV<br>AMOUNT | ACCOUNT<br>NUMBER | AMOUNT   | CHECK<br>AMOUNT |
|-----------------|--------------------------------|--------------------------------|---------------|-------------------|----------|-----------------|
| 01*134386       | TIM KUREK                      | ZONING HEARINGS - 04/14/22     | 475.00        | 01-413-316-       | 475.00   | 475.00          |
| 01*134387       | TIMES CHRONICLE &              | ACCT # 249423: 26 WEEKS SUNDAY | 29.90         | 01-401-240-       | 29.90    | 29.90           |
| 01*134388       | TNT AMUSEMENTS                 | TREK CAMP TRIP JULY 18, 2022   | 279.00        | 01-452-905-       | 279.00   | 279.00          |
| 01*134389       | TODD SMITH                     | EVIDENCE ZIPLOC BAGS           | 32.49         | 01-410-240-       | 32.49    | 124.23          |
|                 |                                | MEAL REIMBURSEMENT             | 91.74         | 01-410-240-       | 91.74    |                 |
| 01*134390       | TOP TIER GENERAL CONTRACTING   | BUSINESS PRIVILEGE TAX REFUND  | 173.00        | 01-310-800-       | 173.00   | 173.00          |
| 01*134391       | TRESSA McCALLISTER             | PAYMENT FOR DRAMARAMA INSTRUCT | 5,940.00      | 01-452-450-       | 5,940.00 | 5,940.00        |
| 01*134392       | TRUCK PRO                      | (5) SS BANDS, (1) FLEX TUBI    | 319.44        | 01-430-330-       | 319.44   | 338.83          |
|                 |                                | (1) CAM KIT                    | 19.39         | 01-430-330-       | 19.39    |                 |
| 01*134393       | UMHJSA                         | ACCT #7021: DPW                | 282.37        | 01-409-360-       | 282.37   | 797.73          |
|                 |                                | 7026: SHOEMAKER RD             | 515.36        | 01-454-360-       | 515.36   |                 |
| 01*134394       | UNIFIRST CORPORATION           | UNIFORM MAINTENANCE            | 403.20        | 01-430-191-       | 201.60   | 829.45          |
|                 |                                | UNIFORM MAINTENANCE            |               | 01-427-191-       | 201.60   |                 |
|                 |                                | UNIFORM MAINTENANCE            | 426.25        | 01-430-191-       | 213.12   |                 |
|                 |                                | UNIFORM MAINTENANCE            |               | 01-427-191-       | 213.13   |                 |
| 01*134395       | VICKEY PHIMMASEONE             | BUSINESS PRIVILEGE TAX REFUND  | 29.00         | 01-310-800-       | 29.00    | 29.00           |
| 01*134396       | WITMER PUBLIC SAFETY GROUP     | (2) CUSTOM ORDERS              | 260.00        | 01-415-240-       | 260.00   | 260.00          |
| 01*134397       | WORKPLACE CENTRAL              | (1) REFILL TIMMST              | 14.98         | 01-409-200-       | 14.98    | 164.44          |
|                 |                                | (6) FRAMES, (4) CASE WATER     | 34.32         | 01-401-200-       | 34.32    |                 |
|                 |                                | (6)FRAMES                      | 115.14        | 01-401-200-       | 115.14   |                 |
| 01*134398       | WYNCOTE MEDICAL SERVICES, LLC  | BUSINESS PRIVILEGE TAX REFUND  | 46.82         | 01-310-800-       | 46.82    | 46.82           |
| 01*134400       | COMMONWEALTH OF PA             | MS4 INDIVIDUAL PERMIT          | 2,500.00      | 01-413-240-       | 2,500.00 | 2,500.00        |
| 04*9432         | ALEX LEVY, PETTY CASHIER       | TIP MONEY FOR GAC ARK TRIP-DRI | 480.00        | 04-384-100-       | 480.00   | 480.00          |
| 04*9433         | MARIE HIRSCHBUHL               | REFUND GAC SPRING THAW         | 30.00         | 04-384-100-       | 30.00    | 30.00           |
| 04*9434         | ALEX LEVY, PETTY CASHIER       | PARKS GOLDEN AGE CLUB- TIP MON | 106.00        | 04-384-100-       | 106.00   | 106.00          |
| 04*9435         | CAROL HARTMAN                  | REIMBURSEMENT FOR GAC TRIP     | 34.00         | 04-384-100-       | 34.00    | 34.00           |
| 04*9436         | CURRAN TRAVEL, INC.            | DEPOSIT FOR NEW ENGLAND TRIP:  | 250.00        | 04-384-100-       | 250.00   | 250.00          |
| 04*9437         | HILMA HELBIG                   | REFUND FOR GAC TRIP TO BUDDY H | 80.00         | 04-384-100-       | 80.00    | 80.00           |
| 04*9438         | SARAH CHADWICK                 | REFUND FOR GAC TRIP NEW ENGLAN | 250.00        | 04-384-100-       | 250.00   | 250.00          |
| 04*9439         | SHIRLEY BONSALL                | REFUND FOR GAC TRIP NEW ENGLAN | 250.00        | 04-384-100-       | 250.00   | 250.00          |
| 04*9440         | VEREINIGUNG ERZGEBRIDGE        | DEPOSIT FOR GAC MEETINGS 05/24 | 2,000.00      | 04-384-100-       | 2,000.00 | 2,000.00        |
| 23*134123       | WILLOW GROVE FIRE COMPANY      | REIMBURSEMENT FOR LOAN PAYMENT | 965.26        | 23-471-300-       | 965.26   | 965.26          |
| 23*134246       | RICOH USA, INC.                | RENT: 05/15-06/14/22           | 45.55         | 23-471-600-       | 45.55    | 45.55           |
| 23*134399       | RICOH USA, INC.                | 05/01-05/31/22 LEASE           | 1,637.52      | 23-471-600-       | 1,637.52 | 1,637.52        |
| 35*3002         | BILLOWS ELECTRIC SUPPLY INC.   | 2-IN COMBO LB RGD/EMT          | 50.74         | 35-434-240-       | 50.74    | 468.35          |
|                 |                                | HANDHOLE 12"X12"X12"           | 417.61        | 35-434-240-       | 417.61   |                 |
| 35*3003         | PECO ENERGY-PAYMENT PROCESSING | 0540400109: STREET LIGHT 03/31 | 77.24         | 35-434-361-       | 77.24    | 77.24           |

GRAND TOTAL OF CHECKS = 1,015,173.16

**From:** Candland, Matthew  
**Sent:** Monday, May 16, 2022  
**To:** McFatridge, Kip; Lockard, Cheryl; Spearing, Kevin; Whiting, Charles; Valenza, Samuel; Scull, Nicholas; Prousi, Anthony  
**Cc:** Schaible, Randy; Sykes, Vicky  
**Subject:** Proposed Employee Service Award Program

Commissioners,

Attached is the final draft of the Employee Service Award program. This program will begin the day after it is approved, so theoretically June 7, 2022. Because there is a cost for this program, we will be placing it on the May 23<sup>rd</sup> Finance and Administration Committee meeting for discussion and recommendation for the Board to allocate the necessary funds at the June 6<sup>th</sup> meeting.

The cost for this program for 2022 (June 7<sup>th</sup> until the end of the calendar year) is estimated at \$3,500. This is not currently funded in the budget and would need to be accounted for when the budget is brought up to date later this year.

Please let me know if you have any questions.

Matt

**Matthew H. Candland**  
Upper Moreland Township  
Township Manager  
117 Park Ave.  
Willow Grove, PA 19090  
267-607-1056  
[mcandland@uppermoreland.org](mailto:mcandland@uppermoreland.org)

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2022-19**

**A RESOLUTION GRANTING A CONDITIONAL WAIVER OF LAND DEVELOPMENT APPROVAL FOR THE APPLICANT, ISC INVESTMENTS, LLC TO CONSTRUCT A 4,832 SQUARE FOOT STONE STORAGE AREA AT THE REAR OF THE BUILDING AND A RAIN GARDEN ON THE PARCEL LOCATED AT 2425 BLAIR MILL ROAD, UPPER MORELAND TOWNSHIP.**

**WHEREAS**, ISC Investments, LLC (“Applicant”) has requested a waiver of land development (the “Waiver Request”) for proposed improvements of certain portions of the property located at 2425 Blair Mill Road in Upper Moreland Township (the “Project”); and

**WHEREAS**, Applicant owns Montgomery County Tax Map Parcel No. 59-00-01157-14-3 which consists of 0.88 acres and is located within the O – Office Zoning District (the “Property”). The Property currently contains an existing 1-story office building and parking lot. The rear of the property currently contains lawn areas and woodlands, and a watercourse exists at the north corner of the site; and

**WHEREAS**, the Project proposes to construct a 4,832 square foot stone storage area at the rear of the building. The additional runoff caused by the increase in impervious area is to be managed by a rain garden along the northeast property boundary, which will then outlet into the watercourse. No lighting, or other utility improvements have been proposed at this time. The site will continue to be serviced by public water and sewer.

**WHEREAS**, Applicant has submitted the following in support of the Waiver Request: “Site Plan” prepared by Joseph M. Estock Consulting Engineers & Land Surveyors, dated April 12, 2022, consisting of one (1) sheet (the “Plan”), attached hereto and incorporated herein as **Exhibit “A”**; and

**WHEREAS**, the Township Engineer has reviewed Applicant’s Waiver Request and has recommended its approval, subject to the conditions set forth in the review letter dated May 4, 2022, attached hereto as **Exhibit “B”**, and incorporated herein by reference; and

**WHEREAS**, the Township Landscape Architect has reviewed Applicant’s Waiver Request and has recommended its approval, subject to the conditions and comments set forth in the review letter dated May 3, 2022, attached hereto as **Exhibit “C”**, and incorporated herein by reference; and

**WHEREAS**, based on Applicant’s presentation of the Project and Plans on May 9, 2022, the Upper Moreland Township Community Development Committee has recommended a Waiver of Land Development; and

**WHEREAS**, the Upper Moreland Township Board of Commissioners has determined that based on the testimony and reviews of Township Consultants, Applicant has satisfactorily established that the Waiver Request will not be contrary to the public interest.

**NOW, THEREFORE, BE IT RESOLVED**, by the Upper Moreland Township Board of Commissioners that Land Development for the Project is hereby waived subject to the satisfaction of the following conditions:

1. Except as modified herein, Applicant shall comply with all other applicable Township ordinances, County, Commonwealth and Federal statutes, rules, and regulations, and will obtain all applicable permits and approvals including but not limited to, obtaining the approval of the fire marshal, PennDOT, Montgomery County Conservation District permits, and DEP permits.
2. Applicant shall comply with all conditions and comments set forth in the Township Engineer's review letter attached hereto as Exhibit "B".
3. Applicant shall enter into an agreement with the Township which dedicates the Ultimate right-of-way to the Township.
4. Applicant shall comply with all conditions and comments set forth in the Township Landscape Architect's review letter attached hereto as Exhibit "C".
5. Applicant shall enter into a stormwater management agreement with the Township to be recorded with Recorder of Deeds Office for Montgomery County, Pennsylvania as a condition precedent to the issuance of any permits.
6. This Resolution will expire two years from the date of this Resolution, unless extended in writing by the Township.
7. Should Applicant violate any of the foregoing conditions, this Conditional Waiver of Land Development shall be deemed rescinded, and Applicant shall be required to proceed with Land Development pursuant to Chapter 300, Article VI of the Township's Code of Ordinances.
8. This Conditional Waiver of Land Development Application does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plans. Furthermore, this Conditional Waiver of Land Development Application shall be rescinded automatically upon Applicant's or Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by Applicant's or Applicant's agent's signature below.
9. By approving this Resolution, Applicant is signifying acceptance of the conditions contained herein.

**DULY PRESENTED AND ADOPTED** by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 6th day of June, 2022.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Matthew H. Candland, Secretary

---

Clifton McFatridge, President

***THE UNDERSIGNED HEREBY AGREES TO THE ABOVE CONDITIONAL WAIVER OF  
LAND DEVELOPMENT RESOLUTION:***

**APPLICANT**

**ISC INVESTMENTS, LLC**

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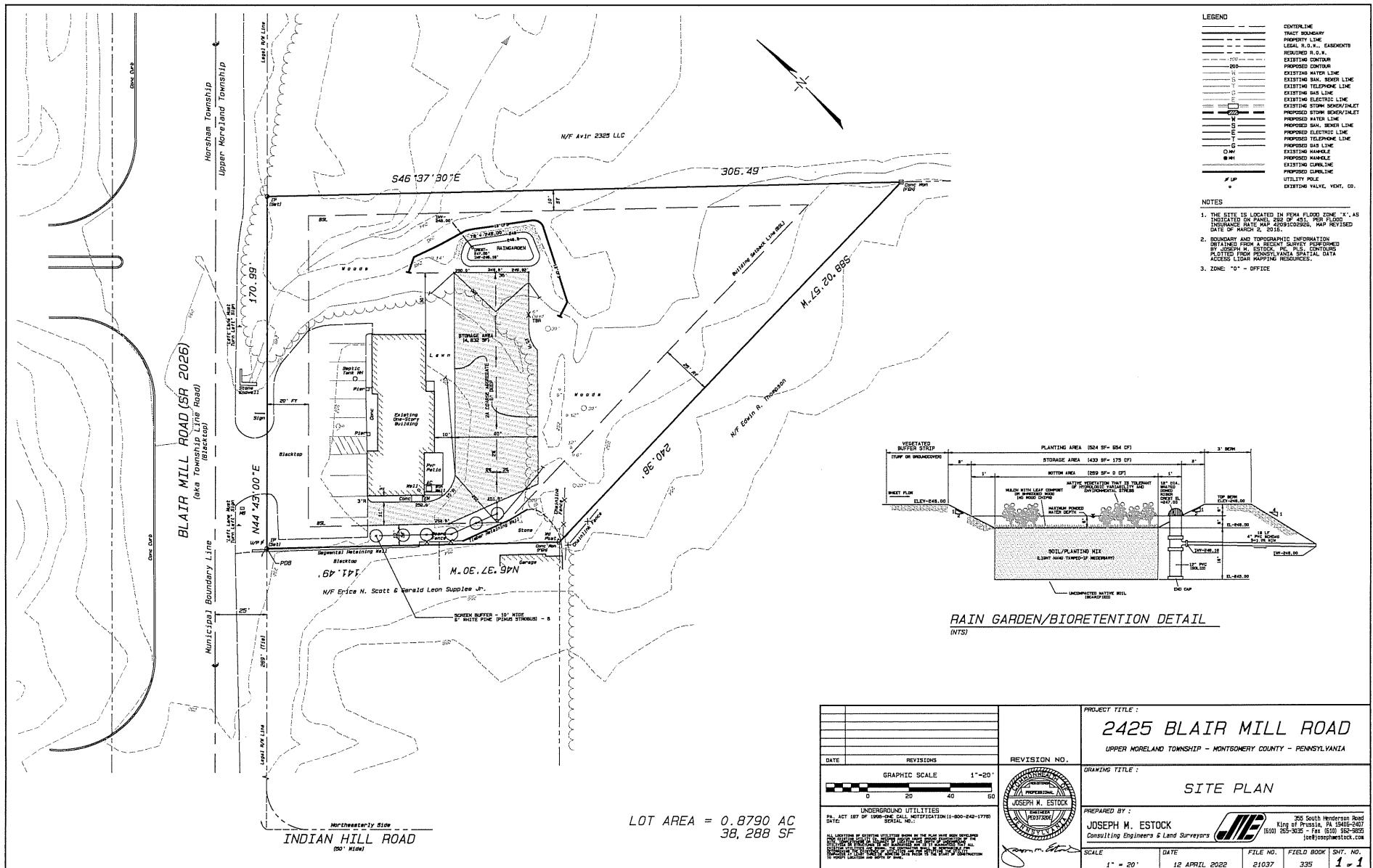
Name:

Title:

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

# EXHIBIT

# A



# EXHIBIT

# B



May 4, 2022

File No. 22-04039

Paul E. Purtell, Code Enforcement Director  
Upper Moreland Township  
117 Park Avenue  
Willow Grove, PA 19090-3215

Reference: 2425 Blair Mill Road  
ISC Investments, LLC  
Waiver of Land Development

Dear Mr. Purtell:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the proposed improvements for the above-referenced project and offers the following comments for consideration by Upper Moreland Township:

The submission contains a cover letter from Joseph M. Estock, requesting the application be processed as a waiver of land development and we have reviewed the submission as such. In the event the Township does not wish to process this application as a waiver of land development, we reserve the right to perform a comprehensive review with respect to the Subdivision & Land Development Ordinance (SALDO) and the Applicant will be required to comply with additional regulations.

**I. Submission**

- A. Site Plan as prepared by Joseph M. Estock for Jason C. Criniti of ISC Investments, consisting of one (1) Sheet dated April 12, 2022.

**II. General Information**

The subject property is located within the O – Office Zoning District. The 0.88-acre property currently contains an existing 1-story office building and parking lot. The rear of the property currently contains lawn areas and woodlands, and a watercourse exists at the north corner of the site. The Applicant is proposing to construct a 4,832 square foot stone storage area at the rear of the building. The additional runoff caused by the increase in impervious area is to be managed by a rain garden along the northeast property boundary, which will then outlet into the watercourse. No landscaping, lighting, or other utility improvements have been proposed at this time.

**III. Review Comments**

**A. Variances Granted**

At their regularly scheduled meeting on January 27, 2022, the Upper Moreland Township Zoning Hearing Board granted the Applicant the following variances per Order No. 22-01:

1. §350-89 – To permit the outside storage of excavation equipment. The Applicant proposes to utilize the existing office area and store equipment in the rear of the property.

The variance was granted subject to the following conditions:

- a. No parking of personal vehicles of customers or employees is permitted in the storage area;
- b. No live trees shall be removed from the rear of the property; and

c. Applicant may only store in the storage area 3 trailers, 2 dump trucks, and 1 pick-up truck

B. Zoning Ordinance

We have identified no issues with the proposed plan with respect to the requirements and provisions of the current Upper Moreland Township Zoning Ordinance (Chapter 350).

C. Subdivision and Land Development Ordinance (SALDO)

It is our understanding that this application may be processed as a partial waiver of land development. As such, the following comments are for the Board's consideration when evaluating how to process the Application. In the event some form of a waiver of land development is approved, then the Board should condition the approval on compliance with the recommendations contained in this letter that the Commissioners feel have merit. In the event, a partial waiver of land development is not granted, our office reserves the right to perform a comprehensive review of the SALDO and the Applicant will need to comply with additional regulations contained in the ordinance and/or obtain waivers from the ordinance requirements not specifically mentioned below:

1. We defer to the Township Solicitor to determine if a full-size copy of the land development waiver plan will need to be recorded.
2. Blair Mill Road is classified as a secondary street and should have a right-of-way of 60 feet. A half ultimate right-of-way width of 30 feet should be shown on the plan as measured from the title line and any area between the legal and ultimate right-of-way should be offered for dedication.
3. The plan should be revised to include a Zoning Chart which outlines the requirements of the O – Office District, as well as the existing and proposed conditions of the site.
4. Note 1 should be revised to state that the proposed improvements are located outside the floodplain (Zone 'X'), as depicted on FEMA Map No. 42091C0292G, dated March 2, 2016.
5. Note 2 should be revised to clarify the date the survey was performed. Additionally, notes should be provided for the vertical and horizontal datum used.
6. No security lighting is currently proposed for the storage area. In the event lighting is to be installed, the fixtures should be added to the plan with an associated table noting the mounting height, fixture type, illumination level, etc. The plan should show the proposed foot candle illumination levels throughout the site. Any applicable details for the light fixtures, poles, and foundations shall be added to the plan.
7. A construction sequence should be added to the plans, the limit of disturbance should be shown on the plans, and details of all E&S control measures should be added to the plan. The MCCD Standard E&S Plan Notes should be added to the plans.
8. We defer to McCloskey & Faber for review of the plans with respect to proposed landscaping improvements.
9. The Applicant is responsible for any other required approvals, permits, etc. (i.e., MCPC, MCCD, PADEP, Municipal Authority, Fire Marshall, etc.). Copies of these permits and approvals should be submitted to the Township.

D. Stormwater Management Ordinance

We offer the following comments with respect to the requirements and provisions of the Horsham Township Stormwater Management Ordinance:

1. §287-6.A – For nonresidential land developments that propose 1,000 sf to 5,000 sf of impervious, the Applicant shall be required to comply with Article III, stormwater management site plan requirements;

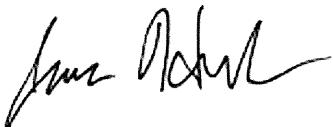
§287-22, groundwater recharge; §287-23 volume control requirements; §287-24, stream bank erosion requirements; and §287-25, peak rate control requirements. A stormwater management plan report shall be provided, showing that the development complies with each section. We defer review of the site with respect to Stormwater Management until further resubmission.

2. The Applicant will be required to enter into a Stormwater Ownership and Maintenance Agreement with the Township for the perpetual ownership and maintenance of any proposed BMPs. The document will be prepared by the Township Solicitor and executed prior to the start of construction.

In order to help expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,



James J. Hersh, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JJH/mz

cc: Matthew Candland, Township Manager  
Sean Kilkenny, Esq., Township Solicitor  
Kim Flanders, RLA, McCloskey & Faber, PC  
Jason C. Criniti, Owner/Applicant  
Joseph M. Estock, P.E., P.L.S.  
Erik Garton, P.E., Vice President, Gilmore & Associates, Inc.

# EXHIBIT

## C



## McCloskey & Faber, P.C.

Landscape Architecture • Land Planning • Graphic Design

May 3, 2022

Mr. Paul E. Purtell  
Director, Code Enforcement  
Upper Moreland Township  
117 Park Avenue  
Willow Grove, PA 19090

Reference: First Landscape Plan Review for **2425 Blair Mill Road**, Upper Moreland Township, Montgomery County, PA, M&F No. 215

Dear Mr. Purtell:

We are in receipt of a four-sheet land development plan submission dated April 12, 2022, prepared by Joseph M. Estock, Consulting Engineers and Land Surveyors. and received by our office on April 13, 2022. The Applicant is proposing a crushed stone storage area to the rear of an existing building. Access to the storage area is proposed via access from the existing parking lot between the building and street. Existing site conditions were observed by a representative from our office on May 2, 2022.

It is our understanding that the Applicant received zoning relief relative to outside storage of excavation equipment. As part of the zoning decision, no live trees are to be removed from rear of the property.

For the purposes of this letter, we reviewed the landscaping requirements for the outside storage only. Per Section 300-43 C. (2) (b), Screen buffers are required to screen all outside storage areas from view from streets and all abutting land uses. We offer the following comments and recommendations relative to the proposed screen buffer:

1. Tree protection measures are to be provided. Location of Tree Protection Fence and a detail for installation are to be indicated on the Landscape Plan. (Section 300-42 R.)
2. The plant listing is to be revised and expanded to include planting *height* and *spread* for trees at installation. (Section 300-42 K.)
3. Planting installation details are to be provided. (Section 300-42 M.)
4. Proposed Evergreen trees are to be a minimum eight (8) feet in height at installation. (Section 300-43. C. (4) (a)) The plan is to be revised accordingly.
5. The proposed screening design consists of a single row of Evergreen trees and does not meet the screening requirements of Table 1 to provide Evergreen trees in double staggered rows. White Pine trees are proposed which would be too wide for the space as the trees mature. A narrower form Evergreen tree such as Green Giant Arborvitae would be more appropriate. It appears that

## **McCloskey & Faber, P.C.**

Mr. Paul Purtell  
Director, Code Enforcement  
2425 Blair Mill Road  
May 3, 2022  
Page 2

there is adequate space for a slightly staggered row, twelve (12) trees total, spaced about eight (8) feet on center.

6. *"Rain gardens ... shall be landscaped in addition to other landscape requirements as follows. There shall be a minimum of 10 (1.5 inches DBH) shade trees or their equivalent per 10,000 square feet, except where a greater quantity of plantings is recommended in DEP's Pennsylvania Best Management Practices Manual."* (Section 300-43, K. (1)) The plan is to be revised to provide for a planting design for the required rain garden landscaping.

- Notes on the Rain Garden/Bioretention Detail indicate that, "Native vegetation that is tolerant of hydrologic variability and environmental stress," is proposed. Detailed planting design should be provided for review. The landscaping proposed within the rain garden structures should be designed so that the intended vegetative cover is achieved. We recommend use of live plugs (or live plugs and seed) and/or shrubs in lieu of seed in order to achieve a faster vegetative cover. Plugs may count toward required Shade tree equivalents as outlined in Section 300-43, K. (3) (f).

We trust that this landscape plan review letter responds to your request and satisfactorily addresses the landscape ordinance requirements that are apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Very truly yours,



Kimberli J. Flanders, R.L.A.  
Assistant to Township Landscape Architect

cc: Matt Clandland, Township Manager, Upper Moreland Township (email)  
David Elsier – Upper Moreland Township (email)  
Jim Hersh, P.E. – Township Engineer (email)  
Sean Kilkenny, Esq. and Alex Baumler – Township Solicitor (email)  
Joseph Estock, Project Engineer (email)  
Jason Criniti, Applicant (email)  
James R. Faber, ASLA, Township Landscape Architect (email)

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2022-20**

**A RESOLUTION OF THE UPPER MORELAND TOWNSHIP BOARD OF COMMISSIONERS GRANTING WALMART CORPORATION'S REQUEST FOR THE PLACEMENT OF PORTABLE STORAGE UNITS, A TEMPORARY CONSTRUCTION TRAILER OFFICE AND CONSTRUCTION DUMPSTERS AT THE PROPERTY LOCATED AT 2101 BLAIR MILL ROAD FOR THE PERIOD OF AUGUST 15, 2022 TO NOVEMBER 18, 2022.**

**WHEREAS**, Chapter 240 of the Upper Moreland Township Code of Ordinances permits up to two (2) portable storage units "PSUs" or construction trailers to be placed on a non-residential property located within the Township for a period of up to 60 days with a 30-day renewal period; and

**WHEREAS**, Chapter 240-7.C of the Upper Moreland Township Code of Ordinances allows for applications for additional PSUs and/or construction trailers to be granted by the Board of Commissioners only upon a showing that the additional PSUs, construction trailers or demolition dumpsters are reasonably required for temporary storage or construction purposes and not adverse to the public interest; and

**WHEREAS**, the Walmart Corporation ("Walmart"), has applied to Upper Moreland Township ("Township") for a waiver from Chapter 240's provisions to allow for the placement of up to fifteen (15) 40-foot portable storage trailers, one (1) temporary construction office trailer and two (2) construction dumpsters on the Walmart property located at 2101 Blair Mill Road, Montgomery County Tax Parcel No. 59-00-01157-02-6, for the purpose of remodel of the retail store located on the property; and

**WHEREAS**, Walmart has also requested a waiver from the Chapter 240's time period limitations on the placement of portable storage units to allow for an additional period of time beyond the permitted time frame and extension to run from August 15, 2022, to November 18, 2022; and

**WHEREAS**, Walmart has stated that the use of the PSUs, construction trailer and construction dumpsters are necessary to for the remodel; and

**WHEREAS**, the waivers requested were considered by the Community Development Committee at its May 9, 2022, public meeting, who recommended approval of the waivers requested.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Upper Moreland Township that the waivers requested by Walmart are hereby granted. Walmart shall be permitted to place up to fifteen (15) 40-foot portable storage trailers, one (1) temporary construction office trailer and two (2) construction dumpsters at 2101 Blair Mill Road beginning August 15, 2022, ending November 18, 2022.

**DULY PRESENTED AND ADOPTED** by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 6th day of June, 2022.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Matthew H. Candland, Secretary

---

Clifton McFatridge, President

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2022-21**

**A RESOLUTION OF THE UPPER MORELAND TOWNSHIP BOARD OF COMMISSIONERS GRANTING THE WALMART CORPORATION'S REQUEST FOR THE PLACEMENT OF UP TO SIXTEEN (16) PORTABLE STORAGE UNITS AT THE PROPERTY LOCATED AT 2101 BLAIR MILL ROAD FOR THE PERIOD OF OCTOBER 1, 2022 TO DECEMBER 31, 2022.**

**WHEREAS**, Chapter 240 of the Upper Moreland Township Code of Ordinances permits up to two (2) portable storage units ("PSUs") to be placed on a non-residential property located within the Township for a period of up to 60 days with a 30-day renewal period; and

**WHEREAS**, Chapter 240-7.C of the Upper Moreland Township Code of Ordinances allows for applications for additional PSUs to be granted by the Board of Commissioners only upon a showing that the additional PSU is reasonably required for temporary storage or construction purposes and not adverse to the public interest.

**WHEREAS**, the Walmart Corporation ("Walmart"), has applied to Upper Moreland Township (the "Township") for a waiver from Chapter 240's provisions to allow for the placement of up to sixteen (16) 40-foot portable storage trailers on the Walmart property located at 2101 Blair Mill Road, Montgomery County Tax Parcel No. 59-00-01157-02-6, for the purpose of storage of merchandise for the 2022 retail holiday season; and

**WHEREAS**, Walmart has also requested a waiver from the Chapter 240's time period limitations on the placement of portable storage units to allow for an additional period of time beyond the permitted time frame and extension to run from October 1, 2022, to December 31, 2022; and

**WHEREAS**, Walmart has stated that the use of the PSUs are necessary to accommodate for the increased amount of holiday stock of goods; and

**WHEREAS**, the waivers requested were considered by the Community Development Committee at its May 9, 2022, public meeting, who recommended approval of the waivers requested.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Upper Moreland Township that the waivers requested by Walmart are hereby granted. Walmart shall be permitted to place up to sixteen (16) 40-foot portable storage trailers at 2101 Blair Mill Road beginning October 1, 2022, ending December 31, 2022.

**DULY PRESENTED AND ADOPTED** by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 6th day of June, 2022.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Matthew H. Candland, Secretary

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Clifton McFatridge, President

Prepared by and  
Return to:

Alex J. Baumler, Esq.  
KILKENNY LAW, LLC  
519 Swede St.  
Norristown, PA 19401

Tax Parcel No. 59-00-05425-00-6

**CONSENT TO USE UPPER MORELAND TOWNSHIP  
EASEMENT AND RIGHT-OF-WAY AREAS**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **FEDERAL REALTY INVESTMENT TRUST** (“Owner”), owner of the property located at 10-170 Park Avenue, Willow Grove, Upper Moreland Township, Montgomery County, Pennsylvania 19090, Tax Map Parcel No. 59-00-05425-00-6 (the “Property”), and **UPPER MORELAND TOWNSHIP**, a Township of the First Class, with an address at 117 Park Avenue, Willow Grove, PA 19090 (the “Township”) (collectively the “Parties”).

**WHEREAS**, the Township is the owner of certain rights-of-way along Township roads, including but not limited to, Park Avenue in Upper Moreland Township in the vicinity of the Property located at 10-170 Park Avenue; and

**WHEREAS**, the Township is also the holder of certain stormwater easement rights on the Property located at 10-170 Park Avenue for the conveyance of stormwater from Park Avenue across the Property; and

**WHEREAS**, the Owner is the current owner of the Property, which consists of 13.03 acres located within the TC-1 Town Center District and the Transit Overlay District, commonly referred to as the Willow Grove Shopping Center, which includes retail, restaurant, bank, and other commercial uses of land and associated curbing, landscaping and stormwater improvements; and

**WHEREAS**, Owner has undertaken a redevelopment of the entirety of the Property, broken into three phases, of which the first phase received a waiver of land development from the Township, and the second phase received conditional preliminary-final land development approval from the Township via Resolution 2022-10, dated March 7, 2022, to reconfigure the parking lot and drive aisle layout to construct a 18,745 square foot retail pad site building and related improvements along the portion of the Property which fronts Park Avenue along with associated improvements including crosswalks along Park Avenue, lighting, landscaping and hardscaping (“Phase II”); and

**WHEREAS**, as part of the Phase II land development approval Owner submitted plans to be recorded for the project titled “Preliminary/Final Land Development Plans Prepared for Federal Realty Investment Trust” prepared by Bohler Engineering, dated January 1, 2021, last revised, November 16, 2021, consisting of Sheets 1 to 29 of 29 (the “Plans”); and

**WHEREAS**, recorded stormwater easement rights afforded to the Township across the Property permits only grass or asphalt within the easement area and as part of the Phase II plans the Owner desires the Township's permission to place shrubs within the island areas to be constructed on the Property as well as the installation of an art piece for the plaza area within the Township's right of way (the "Improvements"), which said Improvements are in violation of the easement rights of the Township and Upper Moreland Township Code Section 290-16's prohibition on placement of any obstruction within the boundary of any public street; and

**WHEREAS**, the Owner's requests were considered by the Community Development Committee at its May 9, 2022, public meeting, who recommended approval of the same; and

**WHEREAS**, the Township is willing to consent to the above-described use, subject to the following terms and conditions:

**WITNESSETH:**

1. Subject to the terms and conditions stated herein, consent is hereby given by the Township to Owner, insofar as it has the right to do so, to maintain at Owner's sole cost and expense the Improvements, hereinabove defined as the shrubs to be placed within the proposed islands located in the Township easement area and the art piece for the plaza area to be constructed partly on or within the Township right-of-way as part of Phase II of the redevelopment of the Property.
2. Owner accepts this consent with full knowledge of the Township's prior rights and existing facilities.
3. Owner warrants that any construction and/or maintenance in the Township's right-of-way area will not interfere with the Township's use of the roads or the pedestrian use of the sidewalk.
4. Owner shall revise the approved Phase II plans, hereinabove identified as the "Preliminary/Final Land Development Plans Prepared for Federal Realty Investment Trust" prepared by Bohler Engineering, dated January 1, 2021, last revised, November 16, 2021, consisting of Sheets 1 to 29 of 29, to include a note which states Owner's obligation to remove any and all of the shrubs from the easement area and the art piece from the right-of-way should the Township direct Owner to do so.
5. The Board of Commissioners retains the right to declare this Agreement null and void should the land development plans to be approved in connection with the future Phase III of the redevelopment of the Property render the consent for the Improvements obsolete or are found to be in conflict with the intent of this Agreement.
6. The Township shall not be liable for any damages to, or the replacement of, the Improvements due to or during periods of construction, alteration, maintenance, operation, repair, replacement or removal of the Township's existing or future facilities.

7. The Township shall have no responsibility for the maintenance of the Improvements authorized herein.
8. Other than the Improvements authorized herein, Owner shall neither change the grade on the right-of-way, nor place or construct upon the right-of-way any buildings, trees, structural improvements or other encroachments without the express written permission of the Township.
9. In consideration of the consent hereinabove granted, Owner hereby agrees to indemnify, defend and hold the Township harmless of and from all claims for injury to or death of any person or for damage to property arising out of or in any way connected with the installation, construction, maintenance, or use of the Improvements, located partly on or within the Township's easement area or right-of-way.

THIS CONSENT shall not serve to diminish or affect the Township's rights to its rights-of-way or easement area.

THIS AGREEMENT shall be considered a covenant running with the land and shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

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

**OWNER**

**FEDERAL REALTY INVESTMENT TRUST**

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Name:

Title:

ATTEST:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Matthew H. Candland

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Clifton McFatridge, President

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Clifton McFatridge, President of the Upper Moreland Township Board of Commissioners, on behalf of the Township referenced in the within instrument, and as such President, being duly authorized to do so, executed the within instrument on his behalf for the purposes therein contained by signing the name of the Township by himself, as President of the Board of Commissioners.

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

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Notary Public

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be \_\_\_\_\_ of Federal Realty Investment Trust, the OWNER in the above-agreement and being such \_\_\_\_\_ authorized to do so, executed the within instrument for the purposes therein contained by signing his name as such OWNER.

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

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Notary Public

Notary Public

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2022-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER MORELAND TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE TOWNSHIP MANAGER TO SIGN THE COMMONWEALTH OF PENNSYLVANIA, ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION (“PENNDOT”) HIGHWAY USE AGREEMENT**

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

**DULY PRESENTED AND ADOPTED** by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 6th day of June, 2022.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Matthew H. Candland, Secretary

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Clifton McFatridge, President

I, Matthew H. Candland, Township Manager of the Board of Commissioners and Upper Moreland Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 6<sup>th</sup> day of June, 2022.

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

\_\_\_\_\_  
Township Manager

**NOTE: Signature on the Agreement must conform with the signature on this Resolution**

EFFECTIVE DATE: \_\_\_\_\_  
(PennDOT will insert)

COUNTY(IES): Montgomery  
PROJECT SHORT TITLE: Upper Moreland Gateway  
PROJECT (SR & SEC.): Appl. 265415  
MPMS NO.: N/A

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

**HIGHWAY USE AGREEMENT  
RIGHT OF ENTRY FOR LANDSCAPE/SIGN INSTALLATION AND  
MAINTENANCE**

This Highway Use Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, ("PennDOT")

and

Township of Upper Moreland, of the Commonwealth of Pennsylvania ("Applicant").

**BACKGROUND**

This Agreement permits an Applicant to enter and use highway right of way to install and maintain landscaping and gateway sign, per Section 420 of the State Highway Law of 1945, 36 P.S. § 670-420, which provides no person may open the surface of or occupy a state highway without PennDOT permission.

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

- 1. Description and Location.** The Applicant may use a portion of state highway at the locations shown below. The work is described in more detail in the Exhibit A to this Agreement. The work described in Exhibit A is termed the "Project" and the location is termed the "Entry Area."

| County     | State Route | Beginning Segment/Offset | Ending Segment/Offset |
|------------|-------------|--------------------------|-----------------------|
| Montgomery | 0611        | 0181/1100                | 0181/1200             |

**2. Permission to Use.**

- a. Right-of-Entry Granted.** PennDOT grants the Applicant, its employees, agents, representatives, and contractors, subject to this Agreement and PennDOT's supervision, a right to enter the Entry Area for the Project.

- b. **Notification Before Entry.** The Applicant shall notify PennDOT at least 48 hours before beginning work in the Entry Area.
- c. **Access to Entry Area.** Access to the Entry Area is only allowed as designated in this Agreement, its Exhibits, and referenced plans. Access is only granted from existing access points along the travelled way of the highway or those agreed by the parties. The Applicant, its employees, agents, representatives, and contractors shall not interfere with PennDOT operations.
- d. **Access to the Property of Others.** This Agreement shall not be considered authorization to the Applicant or its contractors to encroach on the property of others. If the Applicant must enter upon land outside PennDOT's right-of-way owned by a third party, the Applicant shall, at its own expense, secure the necessary authorization, release, or right of entry. The Applicant shall provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by PennDOT.

### 3. Conditions of Use.

- a. **Plan Submission and Review.** The Applicant shall furnish, at no cost to PennDOT, a complete set of Project plans for review and approval by PennDOT and, if necessary, the Federal Highway Administration (FHWA). The Applicant shall cooperate with PennDOT and, where necessary, the FHWA. The Applicant shall not proceed with work until PennDOT has approved the plans. After receiving approval from PennDOT, the Applicant shall provide written notice of the dates and times in which the Applicant, or a person affiliated with the Applicant, shall perform work in the Entry Area. Work done and materials furnished under this Agreement shall conform to the plans prepared by the Applicant and approved by and on file with PennDOT. The Project design may be amended only with the written consent of the District Executive or another PennDOT employee designated by the District Executive.
- b. **Maintenance and Protection of Traffic Plan.** Before conducting work within the Entry Area, including maintenance or restoration of the Project, the Applicant shall submit for PennDOT's approval a maintenance and protection of traffic (MPT) plan conforming to the work zone traffic control requirements of the Manual of Traffic Control Devices (MUTCD) and PennDOT Publication 213, plus additional special work zone provisions PennDOT requires. The MPT plan shall include a detailed description of the maintenance or restoration work. The Applicant shall not proceed until PennDOT has approved the MPT plan. PennDOT shall approve or

disapprove the MPT plan within 45 days of the Applicant's submission. PennDOT may reject or disapprove an MPT plan for any reason. If the Applicant chooses or is required to perform maintenance work on the Project, the Applicant shall submit a new MPT Plan for PennDOT approval before beginning work. Failure to comply with these requirements shall be cause for immediate suspension of work until proper traffic controls are provided.

- c. **No Impediments to Traffic.** The Applicant shall not impede traffic on the highway. No work or staging is allowed within the travelled way. Staging is allowed within highway shoulder areas only with PennDOT's prior, written consent.
- d. **No Objectionable Content.** If the plans include signs, murals, banners, or other visual material, they may not include obscenity, hate speech, or commercial advertising. PennDOT may disapprove designs including obscenity, hate speech, or commercial advertising.
- e. **Clean-Up Upon Completion of Work.** The Applicant, upon completion of the work, shall leave the highway right of way clean of rubbish, excess materials, temporary structures and equipment. Highway right of way disturbed by the Project shall be left in acceptable condition.
- f. **Project Documents.** The Applicant shall provide Project documents requested by PennDOT (including documents related to compliance with federal, state, and local laws, regulations, and ordinances) within seven calendar days of PennDOT's request.
- g. **Inspection.** The Applicant shall permit PennDOT representatives to inspect its work, at PennDOT's discretion, and shall reimburse PennDOT for inspection costs within 30 calendar days after receipt of PennDOT's invoice.

4. **Notice of Completion.** Upon completion of the work (including maintenance), the Applicant shall submit a written statement of completion, in a form acceptable to PennDOT, which PennDOT shall review and sign if PennDOT agrees the work has been satisfactorily completed.

5. **Maintenance Requirements.**
  - a. **Restoration.** The Applicant shall restore the Entry Area it disturbs to the condition existing before entry. If PennDOT determines the Entry Area has not been sufficiently restored it shall notify the Applicant in writing, and the Applicant shall immediately restore the Entry Area as nearly as possible

to the condition existing before the entry (including removal of installed Project components). During the time the Applicant requires use of the Entry Area, the Applicant shall clean and restore the Entry Area. PennDOT shall not bear the costs of restoration. The Applicant shall bear the costs for restoration and shall fully reimburse PennDOT for out-of-pocket costs PennDOT incurs to restore the Entry Area.

- b. **Damage to the Right of Way.** If the Applicant, its employees, agents, representatives, or contractors damage the state highway right-of-way (where damage means a change, including leaving items on or in the right-of-way, changing the contour of the right-of-way, adding a material, pollutant, or contaminant to the right-of-way by spillage, leaking or other method), then the Applicant shall restore the affected portion to a condition acceptable to PennDOT.
- c. **Advance Notification of Maintenance Activities to PennDOT.** The Applicant shall notify PennDOT 48 hours before beginning maintenance activities in the Entry Area.
- d. **Standard of Care.** The Applicant shall maintain the Entry Area in an attractive manner, per applicable industry practices. Maintenance includes the work specified in this Agreement, its exhibits, and the referenced plans.
- e. **Landscaping.** Landscaping includes vegetated and non-vegetated items like grass, shrubs, trees, rocks, decorative structures, and associated drainage. Year-round maintenance and repair includes maintaining the number and condition of the landscape plantings and maintaining growth so required sight distance is not obstructed. Repair or replace dead trees or plants, mow and replace ground cover, perform herbicidal spraying, remove litter, and perform other work specified in this Agreement, its exhibits, or the referenced plans.
- f. **Ensuring Contractor Work.** The Applicant shall ensure contractors performing work authorized by this Agreement strictly abide by this Agreement, its exhibits, and referenced plans.
- g. **Changed or Additional Plans.** If the Applicant requires changes to approved plans, it shall submit new plans showing the changes to PennDOT for approval.

## 6. Failure to Maintain.

- a. **Notice of Deficiencies.** If PennDOT determines the Entry Area is not in a state of good condition, PennDOT shall notify the Applicant in writing. The

Applicant shall begin necessary work within five calendar days of receipt of PennDOT's notice for items it does not dispute and notify PennDOT in writing of items it does dispute. The parties shall promptly communicate and meet to resolve disputed items. The Applicant shall pay the cost to repair the damages. The Applicant shall complete the undisputed work as promptly as reasonably possible but in no event later than 45 calendar days after written notice is received by the Applicant. The Applicant may request an additional cure period to address deficiencies identified by PennDOT. Approval of a cure period request, including extensions, is at PennDOT's discretion and shall not be unreasonably withheld.

- b. **Work and Bill.** If, after notice, the Applicant fails to repair the deficiency within a reasonable time, PennDOT may repair, subject to reimbursement by the Applicant of the actual cost, the Project components or other aspects of the Entry Area not maintained in a condition reasonably satisfactory to PennDOT. PennDOT shall provide written notice no less than 60 days before correcting the deficiency.
- c. **Liquid Fuels Funds.** If the Applicant fails to perform the terms, conditions, or provisions of this Agreement, PennDOT may withhold the Applicant's Liquid Fuels Tax Fund Allocation to complete necessary work and reimburse PennDOT for costs due.
- d. **Dispute Resolution.** The requirement the Applicant correct deficiencies within 45 days shall be temporarily stayed, if the Applicant timely contests PennDOT's findings in writing. If the Applicant contests the deficiencies it shall have 30 days to reach a written understanding with PennDOT. If the parties do not reach a written understanding, they may select a civil engineer licensed by the Commonwealth who has substantial experience in traffic engineering to mediate the dispute. The engineer chosen may not be under an existing contract with either party. To the extent permitted by law, all documents, discussions, and representations made in the dispute resolution process shall be confidential, and considered part of confidential compromise negotiations under Pennsylvania Rule of Evidence Rule 408, Pa.R.E. 408 (relating to confidential mediation communications and documents). No confidential documents, discussions, or representations shall be used or introduced in a legal proceeding.

## 7. Permits.

- a. **Permits from Others.** The Applicant shall, at its sole cost and expense, secure and comply with necessary permits required for activities in the Entry Area. The Applicant shall comply with federal, state, and local laws,

statutes, ordinances, rules, and regulations affecting the Applicant's use of the Entry Area (including those relating to threatened or endangered species, wetlands, and historic and archeological elements). The Applicant shall prepare and revise environmental impact statements, environmental assessments, categorical exclusions, environmental reports and other documents required by law or environmental litigation; and defend environmental litigation resulting from the planning, design or construction of the Project. At PennDOT's request, the Applicant shall furnish to PennDOT evidence of the approvals, permits, licenses and approved environmental documents.

- b. **Violations.** If the Applicant is notified by a federal, state, or local agency it is not in full compliance with a federal, state, or local law, regulation, or ordinance, associated with the construction and maintenance of an aspect of the Project, the Applicant shall immediately correct the violation or deficiency and shall cease operations until the Applicant is in full compliance. The Applicant shall provide PennDOT with written notice of a notification of a violation.

## 8. Cost Responsibilities.

- a. **Financial Obligations.** The Applicant shall bear all costs incident to activities performed in the Entry Area, without contribution by PennDOT (including construction, inspection, supervision, and maintenance).
- b. **Inspection Reimbursement to PennDOT.** The Applicant shall reimburse PennDOT for costs associated with inspecting work performed per this Agreement.
- c. **Available Funds.** The Applicant, by executing this Agreement, certifies it has on hand or shall acquire sufficient funds to meet its obligations (including maintenance after completion).
- d. **Enforcement Costs.** The Applicant shall reimburse PennDOT for expenses, attorneys' fees, or costs PennDOT incurs to enforce this Agreement, within 90 calendar days after receiving written notice PennDOT has incurred them.

## 9. Indemnification.

- a. **In General.** The Applicant (including its employees, officers, and agents) shall pay PennDOT (including its employees, officers, and agents) for a loss of PennDOT's caused by the Applicant's negligence or intentional

misconduct. The Applicant need not pay to the extent the loss was caused by PennDOT's negligence or intentional misconduct. A loss means judgments, settlements, fines, damages, injunctive relief, staff compensation, decreases in property value, and expenses for defending against a claim (including fees for legal counsel, expert witnesses, and other advisers) PennDOT is legally responsible for or pays. A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or other theory of recovery; and includes incidental, direct, and consequential damages. Mere allegations shall not establish an event has been caused by PennDOT's negligence or intentional misconduct; an event shall not be deemed caused by PennDOT's negligence or intentional misconduct unless the negligence or intentional misconduct shall have been finally proven in a court of law.

- b. **Injury to the Applicant's Employees.** The Applicant waives immunity from liability to PennDOT from damages, contribution, or indemnity per Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §481.
- c. **PennDOT's Duty to Notify.** PennDOT shall notify the Applicant promptly when PennDOT knows of a claim for a loss the Applicant might be obligated to pay. PennDOT's failure to give timely notice does not terminate the Applicant's obligation, except to the extent the failure prevents the Applicant's ability to defend the claim or mitigate losses.
- d. **Legal Defense of a Claim.** PennDOT has control over defending a claim for a loss (including settling it), unless the Applicant elects to control the defense as described below, or PennDOT directs the Applicant to control the defense. Upon receiving notice of a claim for a loss, the Applicant may take control of the defense by notifying PennDOT. If the Applicant takes control, the Applicant may retain legal counsel, and PennDOT may retain its own legal counsel. The Applicant shall not settle litigation without PennDOT's written consent if the settlement imposes a penalty, non-monetary obligation, imposes limits on a PennDOT program or project, admits PennDOT's fault, or does not fully release PennDOT from liability.
- e. **Legal Costs.** Except as otherwise agreed to by the parties, and regardless of who has control over the defense, the Applicant shall pay PennDOT's costs of litigation or other disputes brought by third parties related to this Agreement (including reasonable attorney's fees incurred by PennDOT in asserting claims or defenses), except PennDOT shall bear its own costs of litigation or disputes (including attorney's fees) for liability solely caused

by PennDOT's negligence or intentional acts, and for litigation or other disputes between the parties.

- f. **No Limitations.** The indemnification obligations in this section shall apply without regard to a limitation in insurance coverage. PennDOT's rights under this section do not affect other rights PennDOT might have.
- g. **No Waiver of Immunity.** This Section shall not be construed to limit the Applicant in asserting rights or defenses under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§ 8541-8564.
- h. **Applicability.** Use under this or another agreement or permit is intended to be a maintenance obligation under 42 Pa. C.S. §8542(b)(6)(ii).
- i. **Contractors and Subcontractors.** The Applicant shall require its contractors and subcontractors to indemnify PennDOT for a loss of PennDOT's caused by that contractor or subcontractor's negligence or intentional misconduct, and shall require its contractors and subcontractors to provide certificates of insurance, showing the contractors and subcontractors are sufficiently insured to cover their indemnification responsibilities. Contractor and subcontractor indemnification shall apply without regard to a limitation in insurance coverage.

## 10. Insurance.

- a. **Municipal Coverage.** The Applicant shall name PennDOT as an additional insured on its general liability insurance policies to provide insurance coverage to the Commonwealth as stated in those policies.
- b. **Contractor Coverage.** Contractors performing work authorized by this Agreement shall maintain comprehensive general liability insurance, property damage insurance and automobile liability insurance throughout the term of this Agreement in the minimum amounts of \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. These coverages shall be occurrence-based. The policies shall name the Commonwealth of Pennsylvania and PennDOT as additional insureds, and shall contain a provision stating the coverages afforded under the policies shall not be cancelled or changed unless at least 30 days' prior written notice has been given to PennDOT. Certificates of insurance reflecting the requirement coverages shall be provided to PennDOT before commencement of work.

## **11. Term and Termination.**

- a. **Term.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect indefinitely, unless terminated. The Effective Date shall be the date this Agreement is fully executed by the Applicant and PennDOT and the approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.
- b. **Notice to Proceed.** No work may commence until PennDOT issues a notice to proceed following Effective Date.
- c. **Termination for Convenience by PennDOT.** PennDOT may terminate this Agreement, upon 30 days' written notice by PennDOT (including where PennDOT determines the Entry Area is needed for highway or other transportation purposes, or the Applicant's continued use of the Entry Area is inconsistent with the safe, efficient, and convenient movement of traffic). The Applicant's responsibilities under this Agreement, except those of liability, whether financial, in tort, or otherwise, shall terminate. Partial or complete forfeiture of the bond may be required for PennDOT to continue maintaining the affected area for what would have been the remaining duration of this Agreement.
- d. **Termination before Completion.** If the Applicant chooses to terminate this Agreement before completion of the Project, the Applicant shall reimburse to PennDOT the total costs of restoring the Entry Area to its previous condition.
- e. **Post-Termination Inspection and Restoration.** Upon termination, PennDOT shall inspect the Entry Area. If the work is not complete to a degree and condition acceptable to PennDOT, then PennDOT may take measures necessary to complete the work (including restoring the Entry Area to its condition before the work began). The Applicant shall pay the costs incurred by PennDOT.
- f. **Termination for Cause.** The Applicant's failure to comply with this Agreement (including misrepresentation of fact), shall be an event of default and grounds for immediate termination, unless the failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of governments of the United States or Commonwealth of Pennsylvania or their departments or political subdivisions, or other

cause not reasonably within the Applicant's control. The Applicant, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement. This Agreement shall not terminate for cause unless the cause renders it void or otherwise unenforceable. If one party alleges an event of default has occurred resulting in termination, and the other party disputes whether a breach has occurred, then this Agreement shall not terminate until and unless the dispute is resolved and this Agreement is determined to be void or otherwise unenforceable.

- g. **Cure Period.** At PennDOT's discretion, the Applicant may be provided the opportunity to cure its breach within 30 calendar days of a cure period notice.
- h. **Survival Section.** The indemnification provisions of this Agreement shall survive termination or expiration.
- i. **Accrued Rights and Obligations.** Termination of this Agreement shall not release either party from liability which, at the time of termination, has already accrued to the other party or which is attributable to a period before termination, nor preclude either party from pursuing rights and remedies it may have with respect to a breach of this Agreement.

**12. Ordinances and Resolutions.** The Applicant shall pass ordinances or resolutions necessary to accomplish the purposes of this Agreement.

**13. Required Commonwealth Exhibits.**

- a. **Standard Provisions.** The Applicant shall abide by the most current versions of the Contractor Integrity Provisions, Contractor Responsibility Provisions, the Commonwealth Nondiscrimination/Sexual Harassment Clause, the Provisions Concerning the Americans with Disabilities Act, and the Enhanced Minimum Wage Provisions attached to this Agreement as Exhibits B, C, D, E, and F respectively. The word contractor used in these exhibits refers to the Applicant.
- b. **Right-To-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Applicant shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit G and made part of this Agreement. As used in the attached exhibit, the term "Contractor" refers to the Applicant.

#### **14. General Provisions.**

- a. **Choice of Law.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of law provisions) and the decisions of Pennsylvania courts. The Applicant consents to the jurisdiction of Commonwealth of Pennsylvania courts and federal courts in Pennsylvania, waiving claims or defenses that forum is not convenient or proper. Pennsylvania courts shall have in personam jurisdiction over the Applicant. The Applicant consents to service of process in a manner authorized by Pennsylvania law.
- b. **Notice.** Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. Except for payments made in accordance with this Agreement, notice shall be deemed given when received.

c.

If to PennDOT:

Name: District Maintenance Services Manager

Address: 7000 Geerdes Boulevard King of Prussia, PA 19406

Telephone: 610-205-6755

Email Address: [owilcox@pa.gov](mailto:owilcox@pa.gov)

If to Applicant:

Name: Township Manager

Address: 117 Park Avenue Willow Grove, PA 19090

Telephone: 215-659-3100

Email Address: [mcandland@uppermoreland.org](mailto:mcandland@uppermoreland.org)

A party may change its contact information by providing written notice to the other party.

- c. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal

written document signed by the parties with the same formality as the original Agreement.

- d. **Titles Not Controlling.** The section titles are for reference only, and shall not be used to construe the language in this Agreement.
- e. **Severability.** The provisions of this Agreement shall be severable. If a phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or the United States, or the laws of the Commonwealth, or its applicability to a government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to a government, agency, person, or circumstance shall not be affected.
- f. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party. Failure by either party to enforce its rights and remedies shall not be construed a waiver of a subsequent breach of the same or another term or condition of this Agreement.
- g. **Independence of the Parties.** Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of partners between the Applicant and PennDOT, or as constituting PennDOT as the representative or general agent of the Applicant.
- h. **Assignment.** This Agreement may not be assigned by the Applicant, either in whole or in part, without PennDOT's written consent.
- i. **Third-party Beneficiary Rights.** This Agreement does not create or intend to confer rights in or on persons or entities not a party to this Agreement.
- j. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions or freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

k. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made before or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by another term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

[The remainder of this page is left blank intentionally.]

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

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

BY \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_

BY \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_

Please attach a resolution providing proof of signature authority on behalf of a municipality, authority or other governmental entity. Please include titles and dates.

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

APPROVED AS TO LEGALITY  
AND FORM

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

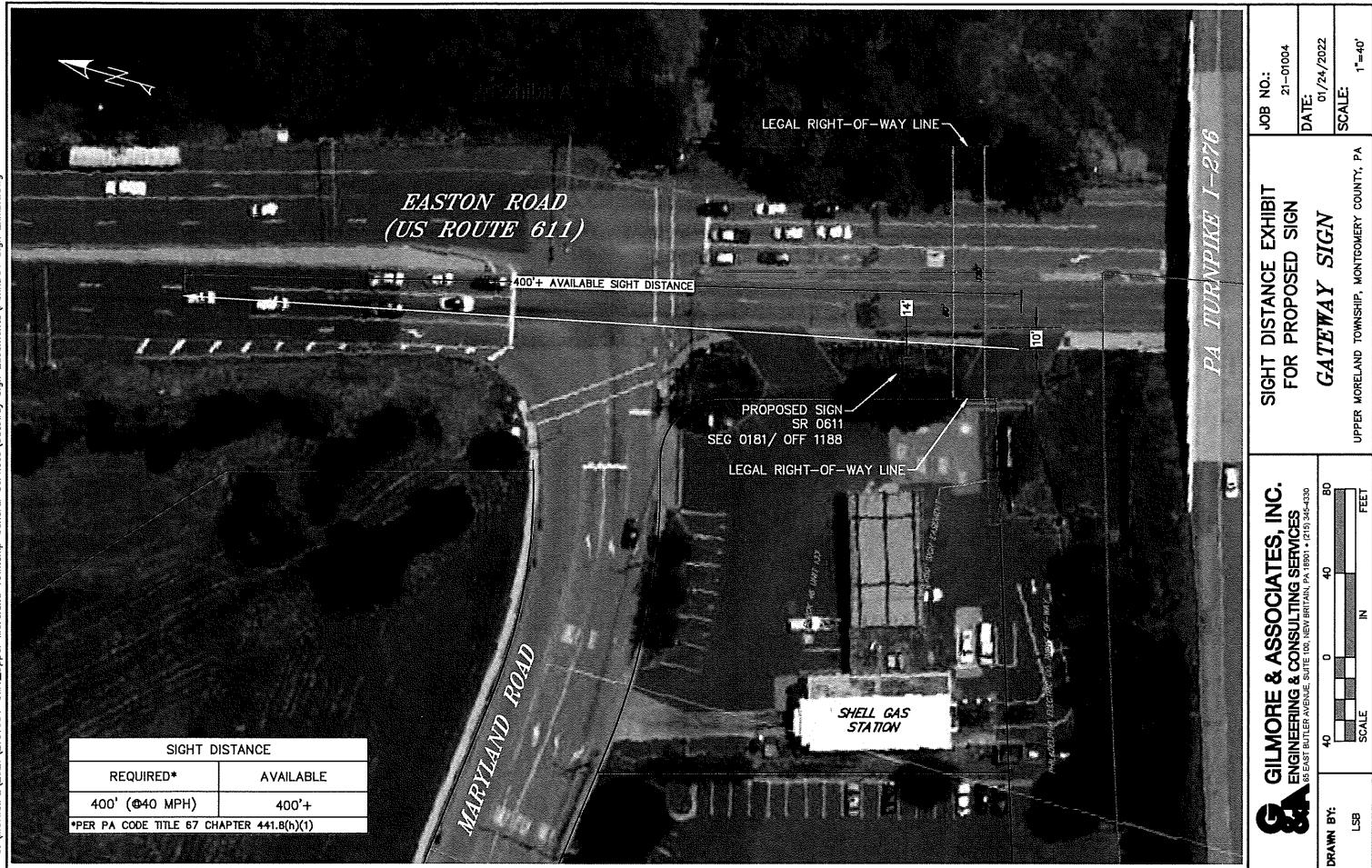
BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
Deputy Secretary or Designee      Date \_\_\_\_\_

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

AT-71.1



## Exhibit A



## DESIGN 1



In order for us to begin production, you must e-mail back your approval to proceed. With this approval you will assume responsibility for correctness and any additional expense for subsequent changes that may arise. In addition, prices do not include tax. A 50% deposit is required at time of order with balance due upon completion. **Please note that all credit card payments will be subject to a 3% processing fee.** Prices are in effect for 30 days. All designs, concepts and content such as text & artwork including but not limited to the structure, selection, coordination, expression, and arrangement, is owned by Treasure Sign no part of the contents may be copied, reproduced, transmitted or distributed in any way nor may they be presented to other parties to be considered for reproduction without Treasure Sign's prior written consent.

## Exhibit A



### DESIGN 1



In order for us to begin production, you must e-mail back your approval to proceed. With this approval you will assume responsibility for correctness and any additional expense for subsequent changes that may arise. In addition, prices do not include tax. A 50% deposit is required at time of order with balance due upon completion. **Please note that all credit card payments will be subject to a 3% processing fee.** Prices are in effect for 30 days. All designs, concepts and content such as text & artwork including but not limited to the structure, selection, coordination, expression, and arrangement, is owned by Treasure Sign no part of the contents may be copied, reproduced, transmitted or distributed in any way nor may they be presented to other parties to be considered for reproduction without Treasure Sign's prior written consent.

## Exhibit A



### TOP VIEW

3 Section  
Stone Veneer Over Cinderblock Construction on Concrete Footer  
Concrete Caps

Trim-less Channel Letters  
Internally Illuminated White Faces  
Optional Multi-Color Changing LED Halo (Rear) Illumination

DESIGN 1



In order for us to begin production, you must e-mail back your approval to proceed. With this approval you will assume responsibility for correctness and any additional expense for subsequent changes that may arise. In addition, prices do not include tax. A 50% deposit is required at time of order with balance due upon completion. **Please note that all credit card payments will be subject to a 3% processing fee.** Prices are in effect for 30 days. All designs, concepts and content such as text & artwork including but not limited to the structure, selection, coordination, expression, and arrangement, is owned by Treasure Sign no part of the contents may be copied, reproduced, transmitted or distributed in any way nor may they be presented to other parties to be considered for reproduction without Treasure Sign's prior written consent.

## CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

Exhibit B

Enclosure 1 to Management Directive 215.8 Amended



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

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

#### Exhibit B



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

## Exhibit B



## Contractor Responsibility Provisions

(December 2020)

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

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

Exhibit C

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

The Contractor agrees:

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

### **Exhibit D**



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

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

#### Exhibit D



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

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

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

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

**EXHIBIT E**



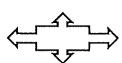
**Enhanced Minimum Wage Provisions**  
**(July 2018)**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a.** exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b.** covered by a collective bargaining agreement;
  - c.** required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d.** required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

### **Contract Provisions – Right to Know Law**

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

### **EXHIBIT G**

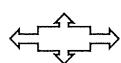


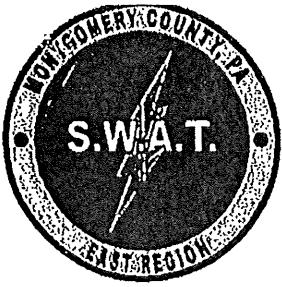
g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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

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

#### EXHIBIT G





## Montgomery County SWAT – East Region

### Serving the Communities of:

- Ambler Borough • Bryn Athyn Borough • Cheltenham Township • Hatboro Borough •
- Horsham Township • Jenkintown Borough • Lower Moreland Township •
- Rockledge Borough • Upper Dublin Township • Upper Moreland Township •

04/04/2022 |

### Memorandum of Understanding

**Party 1:** Montgomery County SWAT- East Region (MCSWAT-ER)

**Party 2:** Central Bucks Special Response Team (CBSRT)

#### Purpose of MOU:

To establish a relationship and partnership between MCSWAT-ER and CBSRT for the purpose of providing requested operational relief in the event of a respective Team's active deployment. This relief contingency is critical to maintain the highest standards of tactical response.

#### General MOU Information:

##### **Teams Overview:**

The Montgomery County SWAT-East Region Team and the Central Bucks Special Response Team are well established multi-jurisdictional tactical teams. Both Teams operate under established and written Standard Operation Procedures (SOP's). Both Teams are governed by a board of Member Department Chiefs. Both Teams train to respective written standards that are influenced by national best practices. Both Teams are collateral duty Teams made up of volunteer personnel from their respective Member Departments. Both Teams utilize specialty equipment and weapons to accomplish their written mission statements.

##### **Teams Purpose:**

Both Teams are designated to respond to "special threats" situations. A "special threat" may be defined as any situation involving a sniper, the taking of hostages, a barricaded subject, terrorist activity, the execution of high-risk search and arrest warrants, high-risk stakeouts, dignitary protection, or any incident which is considered beyond the capability of standard patrol personnel and resources. A "special threat" situation can include any situation which has the potential to become a specified "special threat" situation.

*Stamus Contra Malum*

**Teams Structure:**

Each Team has designated Operators, Snipers, and Negotiators. MCSWAT-ER also has designated Team Medics. Team personnel are further broken down into specialists including Breachers (Mechanical and Shotgun), Explosive Breachers (MCSWAT-ER only), Drone and Robot Operators, and Grenadiers (Less Lethal and Chemical Munitions deployment). Each Team has an individual and designated Command and Leadership structure.

**Specific MOU Information:**

**Sniper Training Group:**

Both Teams participate in the Bucks/Mont Sniper Training Group (STG). This participation goes back numerous years. The STG is a collective of designated Sniper personnel from each Team. The purpose of the STG is to provide current training concepts and applications to participating Sniper personnel. The STG trains together once each calendar month. Through this training, the STG has addressed interoperability issues and considerations. As a result, the STG can be deployed (and has been) as one collective unit in the event of a respective Team's active deployment. This deployment capability is an agreed exception to this MOU.

**Teams Training Parameters:**

At this time, each Team trains individually and to its own written standards. There is no current training program involving both Teams. As a result, interoperability issues and considerations have not been addressed. Due to this current training status, the Teams would not, barring critical and specific exigent circumstances, look to combine personnel in a deployment capacity.

**MOU Parameters:**

MCSWAT-ER and CBSRT agree to provide relief, when requested, at any call out incident requiring said relief. Necessary relief considerations include duration of call out incident, weather considerations, type of call out incident, or other considerations as determined by the respective Team Commander. The request for relief will only be made after an agreement between the requesting Team Commander and the Incident Commander.

The relief will constitute a full deployment of the requested Team. All available Team personnel will respond, including Command and Leadership, Operators, Snipers (if not already on location), Medics, and Negotiators. All personnel (absent exigent and/or mission critical circumstances) from the requesting Team will be systematically relieved with personnel from the relieving Team. Deployed equipment may be utilized by the relieving Team at the discretion of both Team's Commanders (and taking into account familiarity with said equipment).

The Incident Commander from the requesting Agency will not be relieved for the purposes of continuity. The relief process will include a full incident briefing to the relieving Team. The duration of the relief will be an agreement between both Team's Commanders and the Incident Commander.

*Stamus Contra Malum*

**MOU Exceptions:**

The deployment of the Sniper Training Group personnel has already been addressed in this document. The assistance of specific skill personnel may be requested by each Team without the deployment of the full Team. Specific skill personnel examples currently include drone pilots and multiple language speakers. These specific skill examples may be expanded moving forward. The assistance of these personnel will only be provided on agreement between each Team's Commanders.

**Entirety:**

This MOU, in its entirety, shall set the foundation for the relationship and partnership between the MCSWAT-East Region Team and the Central Bucks Special Response Team. This MOU is to be considered a living document and will not preclude the Teams from changing the stated parameters moving forward. Should any portion of this MOU be deemed invalid or not enforceable, this shall have no bearing on the remaining portions and conditions set forth in this document.

**Changes:**

Changes or modifications to this document may be made with the approval of each Team's governing body and a mutual agreement between the Teams. On agreement of changes, notice of said changes shall be sent to the designated signing Chiefs of each Team via traditionally accepted delivery practices.

**Approval:**

Designated Chief:

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Montgomery County SWAT – East Region

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Central Bucks Special Response Team

*Stamus Contra Malum*

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into by and between the **UPPER MORELAND TOWNSHIP SCHOOL DISTRICT**, with its principal offices located at 2900 Terwood Road, Willow Grove, hereinafter referred to as the “District”

AND

The **UPPER MORELAND TOWNSHIP POLICE DEPARTMENT**, collectively referred to hereinafter as the “Law Enforcement Agencies.”

**WHEREAS**, at its regularly scheduled meeting held on June 7, 2022, the District’s Board of School Directors approved an agreement with BusPatrol America, LLC to provide a stop arm signal arm enforcement system on each bus pursuant to 75 Pa.C.S.A. §3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. §3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights. This agreement is referred to hereinafter as the “BusPatrol Agreement”; and

**WHEREAS**, 75 Pa.C.S.A. §3345.1(h,1) further authorizes the District to enter an intergovernmental agreement with the Law Enforcement Agencies to enforce violations of 75 Pa.C.S.A. §3345 captured using an automated stop signal arm enforcement system (“the BusPatrol System”) through the issuance of a civil penalty; and

**WHEREAS**, the District and Law Enforcement Agencies mutually desire to enter into such an intergovernmental agreement pursuant to 75 Pa.C.S.A. §3345.1(h,1).

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

1. Authority/Jurisdiction to Enforce Violations

A. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs within the boundaries of the Upper Moreland Township Police Department shall have primary authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.

B. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs within the boundaries of Upper Moreland Township Police Department shall have primary

authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.

C. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs within the boundaries of Upper Moreland Township Police Department shall have primary authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.

D. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs in any area that does not have its own local police department, the District, itself or through delegation to its stop arm signal arm enforcement system vendor, may request the Pennsylvania State Police to review the evidence package and enforce the violation. The Pennsylvania State Police shall also have the authority/jurisdiction to enforce a violation that is witnessed by an officer of the Pennsylvania State Police.

E. Upper Moreland Township Police Department only has the authority/jurisdiction to enforce a violation of 75 Pa.C.S.A. §3345 when police officers witness the violation.

2. Responsibilities of Law Enforcement Agencies

The law enforcement agency enforcing a civil violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System shall adhere to the requirements of 75 Pa.C.S.A. §3345.1, as well as any other applicable laws or rules of procedure. As part of its responsibilities, the law enforcement agency enforcing the violation shall:

A. Prepare and file the evidence certificate and package identified in 75 Pa.C.S.A. §3345.1(d).

B. Adhere to 75 Pa.C.S.A. §3345.1(e)2(i), (e)(2)(ii), and (e)(2)(iii) regarding the use and disclosure of information relating to violations.

C. Pursuant to 75 Pa.C.S.A. §3345.1(h.2):

(i) Review submitted evidence from the manufacturer or vendor of the automated stop signal arm enforcement system to determine if there is sufficient evidence that a violation under section 3345 occurred and electronically certify the notice of violation.

(ii) Provide information to a school district related to the police or police department's capacity to view and authorize the notice of violation.

D. Comply with the "notice of violations, fines, and contests" provisions stated in 75 Pa.C.S.A. §3345.1(i.1) and Section 1.8 of the BusPatrol Agreement.

E. Appear as needed at all court proceedings held before a Magisterial District Judge or any other court regarding a violation and ensure that the law enforcement receives its \$25 share of the civil penalty.

F. Adhere to the requirements of 75 Pa.C.S.A. §3345.1(c)(4) that the civil violation shall not

- (i) be deemed a criminal conviction;

- (ii) be made part of the operating record of the individual upon whom the penalty is imposed under section 1535 (relating to schedule of convictions and points);

- (iii) be the subject of merit rating for insurance purposes; or

- (iv) authorize imposition of surcharge points in the provision of motor vehicle insurance coverage.

G. Adhere to the provisions in the BusPatrol Agreement that pertain to the responsibilities of law enforcement including, but not limited to, Sections 1.8, 4.1.9, and 5.2.

### 3. Responsibilities of the District

The District shall work with BusPatrol to meet all requirements imposed on the District and BusPatrol pursuant to 75 Pa.C.S.A. §3345.1. As part of its responsibilities, the District shall:

A. Coordinate with BusPatrol to provide the law enforcement agency enforcing the violation with written documentation that the side stop signal arm enforcement system was operating correctly at the time of the alleged violation and a copy of any video evidence of the alleged violation.

B. Pursuant to 75 Pa.C.S.A. §3345.1(h), coordinate with Bus Patrol to provide the following to the law enforcement agency enforcing the violation:

- (i) A copy of the recorded image showing the vehicle.
- (ii) The license plate number and state of issuance of the motor vehicle.
- (iii) The date, time and place of the alleged violation.

4. Criminal Proceedings

75 Pa.C.S.A. §3345.1(c)(3) provides that the vehicle operator shall not be liable for the civil penalty if the operator is also criminally convicted of the same violation under 75 Pa.C.S.A. §3345. Therefore, the Law Enforcement Agencies agree that a vehicle operator's first offenses for a violation of 75 Pa.C.S.A. §3345 shall be enforced as a civil penalty only pursuant to 75 Pa.C.S.A. §3345.1. Any subsequent offenses by the same operator may, at law enforcement's discretion, be enforced through a civil penalty or through criminal proceedings.

5. Term & Termination

This Agreement shall remain in effect so long as the BusPatrol Agreement remains in effect and shall automatically terminate upon the expiration of the term, or the termination of, the BusPatrol Agreement.

6. Amendments

This Agreement may be amended, modified, or waived only by written agreement signed by all of the parties hereto.

UPPER MORELAND TOWNSHIP  
SCHOOL DISTRICT

ATTEST:

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Matthew Lentz, CFO

---

Cherie Keuch, Board President

---

Date

Upper Moreland Police Department

Upper Moreland Township

\_\_\_\_\_  
Andrew Block, Police Chief

\_\_\_\_\_  
Matthew Candland, Township Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. R-2022-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER MORELAND TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE SALE OF A CERTAIN PIECES OF REAL PROPERTY WITHIN UPPER MORELAND TOWNSHIP LOCATED AT FAIR OAKS PARK.**

**WHEREAS**, Upper Moreland Township is duly organized Pennsylvania First Class Township located in Montgomery County, Pennsylvania (the “Township”); and

**WHEREAS**, the Pennsylvania Donated or Dedicated Property Act (“DDPA”) 53 P.S. § 3381, *et al.*, deems land that has been “dedicated to the public use ... as a public facility” and situated within a political subdivision to be “held by [the] political subdivision, as trustee, for the benefit of the public with full legal title in the said trustee.”; and

**WHEREAS**, the DDPA further requires that “[a]ll such lands . . . held by a political subdivision, as trustee, shall be used for the purpose or purposes for which they were originally dedicated . . . except insofar as modified by court order pursuant to this act.”; and

**WHEREAS**, the DDPA sets forth in Section 3384 the conditions and process for a court ordered modification, which permits a political subdivision to petition the Orphans’ Court for relief from its obligations as trustee “[w]hen, in the opinion of the political subdivision which is the trustee, the continuation of the original use of the particular property held in trust as a public facility is no longer practicable or possible and has ceased to serve the public interest.”; and

**WHEREAS**, the Township is to sell di minimis portions of the property (approximately 14,738 square feet) known as Fair Oaks Park to nine property owners that share property boundaries with the park, and which said properties have encroaching fences, sheds, gardens and other personal property on the Fair Oaks property. The proposed lot line adjustment would convey portions of the Fair Oaks Park property to the 9 impacted properties, reducing the size of the Fair Oaks Park property from 9.940 acres to 9.552 acres; and

**WHEREAS**, the Upper Moreland Township Board of Commissioners has deemed it in the best interest of the Township to sell the di minimis portion of the Fair Oaks property to the nine owners whose fences, sheds gardens and other personal property are encroaching, as the encroached areas of the Fair Oaks Park property have not been used for park purposes for an extended period of time, are situated on the border of the property and realistically cannot be improved for a public park purpose; and

**WHEREAS**, Upper Moreland Township desires to sell the di minimis portion of the Fair Oaks Property upon petition and approval of the transaction pursuant to the Dedicated and Donated Property Act by the Montgomery County Court of Common Pleas Orphans Division.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Upper Moreland Township hereby authorizes the sale of the following portions of the Fair Oaks Property:

| <b>Property Address</b> | <b>Tax Map Parcel No.</b> | <b>Property to be Sold</b> | <b>Sale Price</b> |
|-------------------------|---------------------------|----------------------------|-------------------|
| 3317 Blair Mill Road    | 59-00-01158-52-9          | 2,367 square feet          | \$4,970           |
| 3321 Blair Mill Road    | 59-00-01158-54-7          | 3,172 square feet          | \$6,661           |
| 3309 Blair Mill Road    | 59-00-01158-48-4          | 6,435 square feet          | \$13,513          |
| 3305 Blair Mill Road    | 59-00-01158-46-6          | 369 square feet            | \$774             |
| 2630 Horsham Road       | 59-00-09478-00-3          | 661 square feet            | \$1,388           |
| 2600 Eberly Street      | 59-00-05743-00-3          | 800 square feet            | \$1,680           |
| 2600 Dorothy Street     | 59-00-05074-00-6          | 198 square feet            | \$416             |
| 2603 Eberly Street      | 59-00-05704-00-6          | 412 square feet            | \$865             |
| 2624 Horsham Road       | 59-00-09487-00-3          | 324 square feet            | \$680             |

**BE IT FURTHR RESOLVED**, that the sale of the above portions of the Fair Oaks property is made contingent upon the approval of the Montgomery County Court of Common Pleas Orphans Division pursuant to the Dedicated and Donated Property Act, and the Township Solicitor is hereby authorized to institute the appropriate court proceedings.

**DULY PRESENTED AND ADOPTED** by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 6th day of June, 2022.

Attest:

**UPPER MORELAND TOWNSHIP  
BOARD OF COMMISSIONERS**

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Matthew H. Candland, Secretary

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Clifton McFatridge, President

[Contact Us \(https://gosunbolt.com/contact/\)](https://gosunbolt.com/contact/)[Contact \(/contact/\)](/contact/)

# Pavilion Carousel

The Pavilion is a classic, perforated metal seating design that doubles as an off-grid solar-powered charging station.

- Solar Parasol: Perforated aluminum with 100W solar array
- Punched metal design with backed seats
- Round table, seating options for 3-6
- ADA Accessible for 3,4 and 5 seats
- Four dual port USB/USB-C outlets, including fast-charging
- Low maintenance, highly durable structure
- Wide range of powder coat color options
- 185 MPH wind-speed rated when anchored
- Assembly Required
- Can add logo to umbrella panels
- Financing available





601 Davisville Road, Suite 210  
Willow Grove, PA United States 19090

## Quote

Quote #: Q 1981

| Bill To                                     | Ship To   | Date                             |  |
|---|---|----------------------------------|--|
| <b>Patrick Stasio</b><br>Pennsylvania 19090 | Willow Grove Pennsylvania<br>19090<br>United States | Valid Through<br>Sunbolt Contact | Apr 26, 2022<br>May 26, 2022<br>Vanessa Branco |

| Item & Description  | List Price         | Qty | Amount              |
|---|--------------------|-----|---------------------|
| <b>Pavilion Solar Carousel - 6 Seats, Round</b><br>Carousel Table/Chair system with Solar Parasol;<br>48" Round Table; 6 Punched Aluminum Chairs;<br>Powder Coat Finish | \$ 9,400.00        | 1   | \$ 9,400.00         |
| <b>Shipping</b>   | \$ 1,050.00        | 1   | \$ 1,050.00         |
| <b>Surcharge</b>  | \$ 503.06          | 1   | \$ 503.06           |
|   | Sales Tax          |     | \$ 0.00             |
|   | <b>Grand Total</b> |     | <b>\$ 10,953.06</b> |

### Terms & Conditions

#### Pricing Assumptions and Terms

- Customer will provide installation services.
- All product pricing detailed in the table above is valid for 30 days from the date of this Quote. The shipping estimate is based on our lowest-price shipping method at the time. The actual shipping cost will be calculated closer to the ship date at which time it may be more or less than this estimate. The final invoice will reflect any freight adjustment for the actual cost.
- A deposit of 50% of the total purchase price is due upon receipt of Customer Purchase Order or Signed Sales Order to secure a final production date.
- The final balance is due upon delivery, net 15 days from date of receipt of invoice.
- Unpaid balance shall accrue interest at the rate of the greater of (i) 10%, or (ii) the highest rate allowable under the laws of the Commonwealth of Pennsylvania and the Customer shall be responsible for all costs of collection.

\*A 3% convenience fee will be assessed to each payment made using a Credit Card and will be added to the invoice prior to payment authorization.

#### Warranties

- Warranties for structure and components are included in the Installations and Operations Manual.
- Sunbolt is not responsible for any damage related to subsequent product alterations, misuse, or abuse once received by Customer. Component manufacturers reserve the right to change their warranty terms.

#### Additional Terms

- This Quote shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, and the parties hereto hereby consent to the in personam jurisdiction of the Commonwealth of Pennsylvania and the arbitration noted below in connection with all matters relating to the Quote.
- In the event that a dispute arises between the parties in connection with this Quote, the parties hereto agree that said dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration to be held in Montgomery County, Pennsylvania. The parties shall each bear their costs of the arbitration; provided, however, that the prevailing party shall be entitled to reimbursement of its costs of the arbitration, including arbitration fees and reasonable attorneys' fees, from the non-prevailing party.
- With regard to any dispute that arises between the parties under this Quote, the liability of SUNBOLT hereunder shall be limited to the total price to be paid by the Customer for the products and services being furnished to the Customer under this Quote and in no event, shall Customer be entitled to consequential, special or punitive damages or lost profits.

Young Contractors, Inc.  
2548 Wyandotte Road  
Willow Grove, PA 19090  
(215) 659-2689

A. O. • U • N • Q  
CONTRACTORS INC.

PA License #  
056503

# Proposal

| Date     | Estimate # |
|----------|------------|
| 5/9/2022 | 12867      |

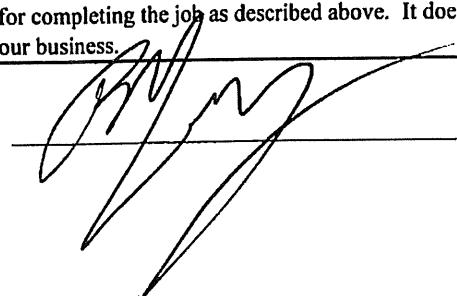
| Customer Information                                     |
|--|
| UM Township<br>117 Park Avenue<br>Willow Grove, PA 19090 |

| Project Address                                   |
|---|
| Veteran's Memorial Park<br>Willow Grove, PA 19090 |

| Item         | Description   | Qty | Total             |
|--------------|---|-----|-------------------|
| Masonry      | Remove fountain.<br>Cap off plumbing.<br>Pour 4" concrete pad.<br>Install brick in herringbone pattern. |     | 6,430.00          |
|              |   |     | 0.00              |
| <b>Total</b> |   |     | <b>\$6,430.00</b> |

This estimate is for completing the job as described above. It does not include unforeseen problems. Estimate is valid for 30 days.  
Thank you for your business.

Estimated By



Approved By

