

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

July 21, 2022 – 7:00 P.M.

www.lowermac.com info@lowermac.com

Next Resolution #2022-48

Next Ordinance #2022-01

1. CALL MEETING TO ORDER

2. PLEDGE TO THE FLAG

3. ROLL CALL

Board of Commissioners

President Brian P. Higgins

Vice President Richard V. Ward

Commissioner Ron R. Beitler

Commissioner Maury G. Robert

Commissioner Brian L. Shoemaker

Staff

Township Manager

Township Solicitor

Asst. Township Manager/Secretary

Director of Planning

Township Engineer

Bruce Beitel

David Brooman

Renea Flexer

Nathan Jones

Bryan McAdam

4. AGENDA MODIFICATIONS (At Discretion of Board President)

5. ANNOUNCEMENTS & PRESENTATIONS

6. HEARINGS & APPROVALS

6.1. Resolution 2022-41 – Approving Preliminary/Final Land Development Plan of Wawa Drive-Thru Restaurant and Convenience Store at the Trexler Business Center Unit 5

6.2. Resolution 2022-42 – Accepting Road Right of Way for Brookdale Road, Locust Lane and Burdell Lane on the Preliminary/Final Plans Minor Subdivision for Burdell Kidd

6.3. Resolution 2022-43 – Accepting Additional Road Right of Way for Brookdale Road on the Preliminary/Final Plans Minor Subdivision for Burdell Kidd

6.4. Resolution 2022-44 – Approving an Agreement and Amendment with Verizon Connect NWF, Inc. for GPS Units

6.5. Consideration of Sewer Planning Module for 4541 Indian Creek Road

7. PUBLIC COMMENT ON NON-AGENDA TOPICS (Residents shall limit their comments to no more than three minutes)

8. COMMUNICATION

8.1. James Windt, Parks and Recreation Board – Letter of Resignation

8.2. Amy Shannon, Parks and Recreation Board – Letter of Resignation

8.3. Elizabeth Kane, 2996 Macungie Road – Concern for Roadside Trimming

8.4. Jeffrey Waltemyer, 1150 Kressler Road – Request for Bus and Truck Restrictions on Kressler Road

9. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES, AND COMMISSIONS

10. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

10.1. June 16, 2022

11. APPROVAL OF TRANSFERS, BILL LIST AND PAYROLL

11.1. Bill List of July 21, 2022

01	General Fund	\$1,209,410.05	33	Open Space Fund	\$713.00
08	Sewer Fund	\$146,162.52	35	Liquid Fuels	
19	Debt Service Fund		37	Developers Impact	
30	Capital Projects Fund	\$116,301.21	01	Payroll	\$481,700.77
32	Federal Grants Fund		36	Developers Escrow	\$59,874.20
				Total Funds	\$2,014,161.75

12. DEPARTMENTAL MATTERS

12.1. **Engineering**

12.1.1. Consideration of Bid Award for the Brandywine Swale PRP Project

12.1.2. Engineer's Project Status Report

12.2. **Planning**

12.2.1. Resolution 2022-45 – Security Release for Mountain View Estates

12.2.2. Resolution 2022-46 – Security Release for Green Acres Outdoor Living

12.2.3. Planner's Report

12.3. **Solicitor**

12.3.1. Resolution 2022-39 – Approval of Agreement with Norfolk Southern for the Stormwater Pipe under the Sauerkraut Lane Railroad Crossing (Tabled on June 16th)

12.3.2. Solicitor's Report

12.4. **Township Manager**

12.4.1. Resolution 2022-47 – Approval for East Penn School District to Establish and Administer a Crossing Guard Program

12.4.2. Manager's Report

13. COMMITTEE REPORTS (Next Board Workshop is July 25th at 6 p.m.)

13.1. **Planning & Zoning**

13.2. **Budget & Finance**

13.3. **Public Works: Parks & Facilities**

13.4. **General Administration**

13.5. **Public Works: Roads & Sewers**

14. OTHER BUSINESS

14.1. **Old Business**

14.1.1. Crossing Guard Agreement with EPSD (Notified of No Cost Sharing)

14.1.2. Chapter 18 Sewers Amendment/Grinder Pump Agreement (To Be Drafted)

14.1.3. Chapter 23 Stormwater Amendment (To Be Drafted)

14.1.4. Chapter 27 Zoning Amendment, Lookback (To Be Drafted)

14.1.5. Approving a Permanent Easement with Lutron for the Compost Facility Access Road and Compensation Agreement (Being Drafted)

14.1.6. Resolution Approving Tax Collector Bond (Awaiting Order from County)

14.1.7. Update Lower Macungie Emergency Operation Plan (Being Drafted)

14.1.8. Security Release for Schaefer Run Commons/Hamilton Walk (Pending Escrow Replenishment)

14.1.9. Ordinance to Amend Chapter 1 of the Codified Ordinances for the Parks and Recreation Advisory Committee and the Public Safety Advisory Committee (Solicitor Drafting)

14.2. **New Business**

15. BOARD OF COMMISSIONERS REPORTS

16. PUBLIC COMMENT (Residents shall limit their comments to no more than three minutes)

17. EXECUTIVE SESSION (IF NECESSARY)

18. ADJOURNMENT

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-41
(Duly Adopted July 21, 2022)

**RESOLUTION APPROVING THE PRELIMINARY/FINAL
LAND DEVELOPMENT PLAN OF WAWA, INC. FOR A
2,030 SQUARE FOOT DRIVE-THRU
RESTAURANT/CONVENIENCE STORE AT THE
TREXLER BUSINESS CENTER, UNIT 5, 6216 HAMILTON
BOULEVARD, ALLENTOWN PA 18106**

WHEREAS, on October 6, 2016, the Board of Commissioners of the Township of Lower Macungie (“Township”) adopted Resolution No. 2016-22, a copy of which attached hereto as Exhibit “A” and incorporated by reference as if set forth in full, granting preliminary/final land development plan approval for the construction of the Trexler Business Center located at 6216 Hamilton Boulevard, Allentown, PA 18106 (the “Property”); and

WHEREAS, Wawa, Inc. (“Applicant”), with the consent of the record owner of the Trexler Business Center, submitted to the Township an application to modify the approved plan of the Trexler Business Center and to construct on Unit 5 a 2,030 square foot drive-thru restaurant and convenience store; and

WHEREAS, Unit 5 of the Trexler Business Center is a 1.01 acres parcel located on the south side of Hamilton Boulevard in the C-Commercial Zoning District; and

WHEREAS, the final land development plan modification application was supported by a twenty-six (26) plan set titled “Preliminary/Final Land Development Plans for Trexler Business Center – Unit 5,” dated March 14, 2022, last revised May 16, 2022, two (2) plan sheets titled “Lot 5 Erosion and Sediment Plan,” dated May 9, 2022, with no revisions, all prepared by The Newtown Engineering Group P.C., a “Tree Protection Plan” dated May 8, 2018, last revised May 11, 2018, prepared by Brown Design Corp and a five (5) plan sheet lighting plan dated March 14, 2022, with no revisions prepared by Red Leonard Associates (all collectively referred to hereinafter as the “Plans”); and

WHEREAS, the Applicant has requested that the Township consider approval of the Preliminary/Final Land Development Plans for Trexler Business Center – Unit 5 as a modification and amendment to the prior final land development approval for the Trexler Business Center as set forth in Resolution 2016-22; and

WHEREAS, the Lower Macungie Township Planning Commission reviewed the Plans at its June 14, 2022 meeting and recommended approval subject to certain conditions; and

NOW THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of the Township of Lower Macungie hereby approves the Preliminary/Final

Land Development Plans for Trexler Business Center – Unit 5, as set forth below and subject to the conditions stated herein:

1. The WHEREAS clauses above are incorporated by reference as if set forth in full.
2. Applicant shall construct the development in strict conformity with the Plans, the comments and details on the Plans, the terms and conditions of this Resolution, and the terms and conditions of agreements required by this Resolution.
3. Applicant shall comply with the terms and conditions of Resolution 2016-22.
4. Prior to the recording of the Plans, the Applicant shall enter into a Land Development Improvement Agreement and such other legal documents as required by, and in a form acceptable to, the Township Solicitor. The aforementioned agreements shall be entered into and recorded concurrent with the recording of the Plans.
5. Applicant shall pay any outstanding review and professional fees applicable to this land development prior to the recording of the Plans.
6. Applicant shall deposit with the Township a professional fee escrow, post financial security and enter into a Financial Security Agreement for the proposed improvements in a form acceptable to the Township Solicitor, and in an amount acceptable to the Township Engineer and Planning Department, and shall provide evidence of the required insurance coverages, prior to the recording of the Plans.
7. Applicant shall comply with the comments set forth in all Township Engineer, Planning Department and Zoning Officer review letters to the written satisfaction of each prior to the recording of the Plans.
8. Applicant and its successors-in-interest shall be responsible for the maintenance and periodic replacement, as needed, of all on-site landscaping shown on the approved Plans in perpetuity.
9. All final structural renderings shall be reviewed and approved to the written satisfaction of the Township Zoning Officer and Planning Department prior to recording the Plans.
10. The hours of operation of the Wawa shall be 6 AM to 10 PM daily.
11. There shall be no litter on site or immediately off-site. Wawa, Inc. employees shall inspect the Property and the Property perimeter daily during normal operating hours to ensure there is no litter.
12. Adequate garbage receptacles shall be provided on-site. The garbage receptacles shall be maintained and emptied by Wawa, Inc., its successors and assigns, in perpetuity. A plan for the placement and installation of the garbage receptacles shall be approved in writing by the Township Zoning Officer and Planning Department prior to recording of the Plans. The

Applicant also will coordinate with Movie Tavern, its successors and assigns, concerning the placement and maintenance of off-site trash receptacles.

13. No delivery truck classified as WB-50 or larger shall service or enter the interior of the Property during normal business operating hours.

14. Applicant shall prepare a signage plan, to the written satisfaction of the Township Zoning Officer and Planning Department, designed to prevent pedestrians from trying to purchase food or convenience items on foot. The signage plan shall be implemented and maintained in perpetuity.

15. Applicant shall prepare a tree protection plan for the existing Sycamores, to the written satisfaction of the Township Zoning Officer and Planning Department, prior to recording of the Plans.

16. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b), the payment of all applicable fees and the funding of all escrows required by this Resolution and the Land Development Agreement, and as required by the Lower Macungie Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Lower Macungie Township, which extension shall not be unreasonably withheld. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

17. The conditions of this approval have been made known to Applicant. This Preliminary/Final Land Development amended plan approval is to be deemed expressly contingent upon Applicant's affirmative written acceptance of the said conditions on a form prescribed by the Township of Lower Macungie on or before August 10, 2022. If an unconditional acceptance of the conditions is not received in writing by that date, the application for amended preliminary/final land development approval shall be deemed denied based upon Applicant's failure to fulfill the said condition or agree thereto.

DULY ADOPTED this 21st day of July 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Attest:

Brian P. Higgins, President

Renea Flexer, Secretary

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

Amended by
2018-30

RESOLUTION NO. 2016-22
(Duly Adopted October 6, 2016)

RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO JAINDL LAND COMPANY OF A LOT LINE ADJUSTMENT, LOT CONSOLIDATION AND LAND DEVELOPMENT FOR LOTS HAVING ADDRESSES OF 6084, 6110, 6126, 6140, 6176, 6216 AND 6240 HAMILTON BOULEVARD, FOR A COORDINATED COMMERCIAL DEVELOPMENT IN SIX (6) STANDALONE BUILDINGS, ALONG WITH RELATED ACCESS DRIVEWAYS, PARKING, UTILITIES AND STORMWATER MANAGEMENT FACILITIES, AS WELL AS LANDSCAPE AND HARDSCAPE AMENITIES, WHICH WILL BE KNOWN AS THE TREXLER BUSINESS CENTER

WHEREAS, Jaindl Land Company (hereinafter "Applicant") intends to consolidate five (5) parcels, containing 17.09 +/- acres and having addresses of 6084 – 6240 Hamilton Boulevard, into a single lot, located generally on the south side of Hamilton Boulevard (S.R. 6222) between Mill Creek Road and Grange Road; and

WHEREAS, the Applicant, with the consent and approval of the fee simple owners of the aforementioned lots, desires to create a coordinated commercial development, consisting of six (6) standalone buildings comprised of a total of 116,400 SF, along with related access driveways, parking, utilities and stormwater management facilities, as well as landscape and hardscape amenities, which land development is proposed to be known collectively as the Trexler Business Center; and

WHEREAS, this proposal is reflected on plans prepared by The Newton Engineering Group, P.C., all dated May 20, 2004, last revised September 28, 2016, entitled "Preliminary/Final Lot Line Adjustment / Lot Consolidation & Land Development Plans" (hereinafter collectively, the "Plans"); and

WHEREAS, the Lower Macungie Township Planning Commission reviewed the Plans at its April 12, 2016 meeting, and having found them to be in substantial compliance with the requirements of the Township Subdivision and Land Development Ordinance ("SALDO") and the Township Zoning Ordinance in effect at the time of plan submission, recommended that preliminary/final approval be granted.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of the Township of Lower Macungie hereby grants preliminary/final approval of the lot line adjustment, lot consolidation and land development entitled "Preliminary/Final Lot

Line Adjustment / Lot Consolidation & Land Development Plans,” prepared by The Newton Engineering Group, P.C., dated May 20, 2004, last revised September 28, 2016, subject to Applicant’s compliance with the following conditions:

1. Applicant shall have paid all appropriate fees applicable to the Plans.
2. The Plans shall be signed by all of the fee simple and equitable owners of the lots and notarized. The appropriate professionals shall sign and seal the Plans. SALDO 424.3.
3. Applicant shall dedicate the right-of-way areas as specified on the Plans, to the Township, by deed fee simple in form and substance satisfactory to the Township Solicitor. This dedication shall be accompanied by an Opinion of Record Title from Applicant’s attorney to the benefit of the Township indicating that title is free and clear of all liens, encumbrances, and restrictions which could adversely affect the use thereof for roadways and other proper public purposes. SALDO 534.5.
4. Since greater than one (1) acre of disturbance is proposed, an NPDES permit is required. The Little Lehigh Creek watershed is classified as a HQ-CWF (High Quality Cold Water Fishery). Therefore, an Individual NPDES Permit issued by the DEP, is required. Applicant shall submit copies of the final approved Post-Construction Stormwater Management Plan and Erosion and Sedimentation Plans to the Township. Progress plans have been submitted, however plans shall continue to be submitted, reviewed, and approved by the Township throughout the approval process from DEP. SALDO 770, 772, 791.2, 792.1.3.
5. Applicant shall apply for and obtain approval of a planning module from DEP. The purchase of sewage capacity allocation is also conditioned on DEP approval of a planning module and must be obtained in accordance with the Lehigh County Authority (“LCA”) policies and procedures for purchase of sewage capacity allocation. SALDO 751.1.2.4.
6. Applicant shall execute an operations and maintenance agreement with the Township covering all stormwater BMP’s that are to be privately owned in a form acceptable to the Township and its Solicitor. In addition, ownership and maintenance notes in a form acceptable to the Township and its Solicitor shall be added the Plans identifying the Applicant and the Applicant’s successors and assigns as the persons responsible for operation and maintenance of the stormwater BMP’s. Applicant for itself and its successors and assigns shall grant a perpetual non-exclusive easement over the property to the Township for purposes of accessing stormwater BMP’s. Ordinance No. 2003-81.
7. Applicant shall execute Subdivision Improvement and Maintenance Agreements in a form acceptable to the Township and its Solicitor; and Applicant shall post sufficient security in a form acceptable to the Township; and provide evidence of necessary insurance coverage. SALDO 534.2, 534.3.
8. Applicant shall place a note on the Plans indicating that the proposed sanitary sewer connection from existing Manhole PC38-T will remain in private ownership. SALDO 533, 534.

9. Eight (8) fire hydrants are proposed as shown on the Plans, all of which shall be owned and maintained by LCA. A fee of \$20,000.00 (\$2,500 per hydrant x 8 hydrants) shall be paid to the Township to defray the cost assessed to the Township by LCA for maintenance of said hydrants.

10. Applicant shall construct the improvements approved by Pennsylvania Department of Transportation ("PennDOT") associated with the access to Mill Creek Road to connect past Walmart, including restriping and making minor modifications to Mill Creek Road between the Walmart/Faith Church-Carwash Driveway intersection and Hamilton Boulevard, as well as installation of additional signage beneath the stop signs indicating which vehicles approaching the intersection do not stop (from Hamilton Boulevard). SALDO 425.12, 404.3, 506.3, 772.5.

11. Applicant shall provide the Township with plans approved by PennDOT for Highway Occupancy Permits ("HOPs"). HOPs are required for all transportation related improvements within PennDOT rights of way. Applicant shall execute an HOP Application and Indemnity Agreement in a form acceptable to the Township and its Solicitor addressing the construction, operation and maintenance of the improvements covered under the PennDOT HOP and for which Lower Macungie Township will be responsible. SALDO 425.12, 404.3, 506.3, 772.5, Ordinance No. 2003-81.

12. Applicant shall obtain approval from PennDOT of the Traffic Impact Study, which will include the proposed traffic signal on Hamilton Boulevard. Applicant shall make a contribution of \$40,000 for the signalized intersection in order to enable the installation of adaptive signal control technology along the Hamilton Boulevard corridor. Applicant shall install the traffic signal on Hamilton Boulevard that is compatible with adaptive signal control technology. SALDO 425.12, 404.3, 506.3, 772.5.

BE IT FURTHER RESOLVED, that the Lower Macungie Planning Commission, at its meeting on April 12, 2016 recommended a grant of the following waivers and deferrals in response to Applicant's written request dated December 14, 2015, updated March 14, 2016, and the following SALDO provisions are hereby waived or deferred as noted:

1. Waiver of the plan sheet size requirement in order to allow 30" x 42" sheet size. SALDO 422.

2. Waiver of the requirement of submission of a separate preliminary plan. SALDO 400/500.

3. Waiver of the requirement that stormwater detention basins drain within twelve (12) hours. SALDO 774.3.1.

4. Waiver of the requirement that design basin side slopes be constructed at a slope of six (6) horizontal to one (1) vertical or flatter, in order to allow Applicant to use the following slope

generally: three (3) horizontal to one (1) vertical or where retaining walls are used. SALDO 774.3.2.2.

5. With respect only to the parcel on the North side of Hamilton Boulevard (S.R. 6222), deferral of a full stormwater management report in accordance with SALDO 770, the Little Lehigh Stormwater Management Ordinance and DEP Chapter 102 Post Construction Stormwater Management requirements, until such time as said parcel will be proposed for land development.

6. Waiver of the requirement that all utility lines servicing commercial and industrial developments be installed underground in order to enable the existing overhead utility lines to be relocated around the East and South sides of the property as shown on the Plans, and provided that all new utility lines within the shopping center be underground. SALDO 781.3.

7. Waiver of the requirement for utility easement locations in order to enable utility easements to be situated at the alternate locations as shown on the Plans. SALDO 782.2.1.

8. Waiver of the requirement that all easements be kept clear of any and structures and obstructions in order to enable placement of the landscaping and architectural amenities as shown on the Plans. SALDO 784.

9. Waiver of the requirement that storm sewers have a minimum eighteen (18) inch diameter and be made of reinforced concrete pipe in order to allow use HDPE pipe with twelve (12) and fifteen (15) inch diameters for privately owned stormwater facilities. SALDO 801.A.1.

10. Waiver of the requirements of Ordinance 2002-9 (Tree Preservation), in order to enable removal of five (5) existing trees in excess of six (6) inches in diameter within the right-of-way of Hamilton Boulevard as shown on the Plans.

AND BE IT FURTHER RESOLVED that Applicant is responsible for a Transportation Impact Fee to the Township in the amount of \$736,766.00 (\$1,894 x 389 peak hour trips) in accordance with Code, Chapter 22, Subchapter 22B-113; Appendix 22A-2.1. The Township recognizes that the Transportation Impact Fee shall be offset in its entirety by Applicant's construction of offsite improvements, cash contribution and dedication of ROW and roadway construction from the North driveway to the property line substantially as shown on the Official Map, the total value of which meets or exceeds \$736,766.00. The aforementioned cash contribution to the Township shall equal \$225,000.00. The aforementioned offsite improvements, ROW dedication and roadway construction are credited pursuant to Subchapter 22B-119. The parties agree that the provisions of this paragraph are not conditions of subdivision and land development approval, but that they are to be binding upon the parties hereto.

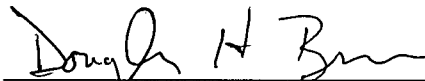
The conditions of approval have been made known to Applicant, and final plan approval is to be deemed expressly contingent upon Applicant's affirmative written acceptance of the said conditions on a form prescribed by the Township of Lower Macungie on or before October 26, 2016. If an unconditional acceptance of the conditions is not received in writing by

that date, the application for approval shall be deemed denied based upon Applicant's failure to fulfill the said condition, or agree thereto.

DULY ADOPTED this 6th day of October 2016, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.




LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS



Douglas H. Brown, President

Attest:



Renea Flexer, Secretary



Lower Macungie Township

3400 Brookside Rd.
Macungie, PA 18062
Phone: 610 966-4343
Fax: 610-965-3654

www.lowermac.com

TO: Lower Macungie Township Planning Commission

DATE: **UPDATED June 9, 2022**

SUBJECT: Trexler Business Center Modification of Plan- Proposed Wawa Drive-Thru

Dear Planning Commission Members,

The Wawa Corporation has submitted a proposed Modification of Approved Plan to building a Drive-Thru Wawa at one of the remaining sites/ pads of the Trexler Business Center adjacent to Movie Tavern and the First Commonwealth Credit Union Headquarters. The use is novel for Wawa as it will only include drive-thru service for prepared food and drinks. No mini-mart or gas fueling facility is proposed as part of this use.

Southwestern Lehigh County Comprehensive Plan: The area is planned for Commercial Use which is meant to “meet needs for commercial development and its supporting uses, when scaled and positioned effectively to buffer the most intense uses from the most sensitive”.

FUTURE LV: Regional Comprehensive Plan: The property is within the area shown for “Development” which per the Plan states: “these areas have most or all of the factors needed to support growth, such as sewer and transportation infrastructure capacity and contiguity to existing development, and are capable of accommodating a substantial amount of additional development. These areas are appropriate for a variety of uses, including major commercial, residential and industrial development.”

Zoning Classification: The property is located in the C (Commercial) District. The purpose of the Commercial District is “to provide a place where Township residents and others can purchase goods and services. Further: Development standards will be applied to ensure compatibility with the adopted Southwest Lehigh Comprehensive Plan and the Hamilton Boulevard Corridor Plan while preventing traffic congestion on major roads. These standards shall be employed to encourage new smart growth development in retail corridors with preference of redevelopment at existing sites.”

Existing conditions: The site is currently vacant as part of the pre-approved Conditional Use of the Trexler Business Center.

Proposed Use: As noted above, the Applicant proposes to construct a Drive-Thru Wawa food service establishment.

Planning Considerations:

Site Plan and Architecture: The plans submitted for modification show a single structure with proposed drive thru lanes, required parking, garbage storage and disposal, landscaping and a street wall. Access will be taken internally from within Trexler Business Center and not immediately from Hamilton Boulevard.

The proposed structure appears to be in conformance with the Lower Macungie Township Design Guidelines. There is color coordination and use of masonry stone and high-quality materials. As structure is part of a Coordinated Commercial Development, as such, it is required that all architecture within the development be cohesive and complimentary. It appears that the proposed Wawa structure meets this end.

Sidewalks/Walkways: The site appears to be served by the code and ordinance required sidewalks and paths. As this is only a drive-thru use, aside from deliveries or employee access, pedestrian access to the site will be limited and not necessary. There is an existing path on Hamilton Boulevard at the property site frontage. **LANTA has noted concerns with lack of pedestrian access or the inclusion of a walk-up service window as bus service and use continues to grow in the area.**

Stormwater: The site has been pre-designed from stormwater management and was approved as part of the original plan.

Landscaping and Lighting: The plan shows a proposal of eleven shade trees encircling the site. The species selected are thornless honeylocust and zelkovas. The site will need to be annually cleaned in the fall when the seedpods from the honeylocust drop. Trees should be placed and pruned to ensure adequate vehicle circulation ease within the site.

Other than the eleven trees, no other on-site landscaping is proposed. This should be addressed by the planning commission. Along the drive-thru there is a large area proposed of either grass or impervious coverage. This area at the east of the site should include a landscaping design to improve site quality and aesthetics. Ornamental grasses, perennials or other plantings should be included. If maintenance is a concern, the plantings should be low water and heavy heat or sun plantings. Examples include coneflower, yarrow, Russian sage, certain ornamental grasses, sedum varieties, sea holly, lamb's ear and others. **Landscaping is now included on the site including near order stations and the like. Red twig dogwoods are proposed in the green area between the drive-thru. It appears that due to utilities and stormwater runs, planting larger specimens in this area will be challenging. Staff still encourages the inclusion of more plantings and perhaps utilizing some of the types of perennials and grasses noted above.**

All lighting shall be dark sky compliant to ensure minimal glare and impact to adjacent residences.

Parking and Traffic Circulation: As proposed, it seems that there may not be enough parking on-site for employee, general spaces and especially for curbside pick-up. The Planning Commission should discuss demand for parking with the Applicant. Likewise, it appears that traffic circulation on-site may be very challenging. Several other popular and well used drive-thru establishments within the township including Chick-fil-A, Hamilton Crossings Starbucks and several others experience line queues which disrupt traffic flow outside of pad sites and within the site itself. Staff defers to the Township Engineer, however there are strong concerns about the circulation as proposed and this matter should be discussed at length with the Applicant. **Numerous discussions have been held with the Applicant and staff regarding these matters. While the site remains dense and will be heavily utilized, planning defers to the Township Engineer on any remaining items. As noted in a previous meeting, the Applicant and Township should both prepare for customer parking to occur with the Movie-Tavern lot and this item should be discussed and planned to be addressed, as should appropriate refuse collection.**

Please do not hesitate to contact our office with any questions or concerns.

Respectfully Submitted,
Nathan Jones, AICP
Director of Community Development



3400 Brookside Road, Macungie, PA 18062
Phone: 610-966-4343 | Fax: 610-965-3654

TO: LMT Planning Commission CB
FROM: Carl L. Best, Zoning Officer
DATE: March 21, 2022
SUBJECT: *Trexler Business Center/ Wawa Drive-Thru
Plan Modification*

I have received the application and plans for the above referenced property submitted by The Newton Engineering Company on behalf of Wawa. As Township Zoning Officer, I offer the following comments relative to the **Zoning Ordinance, Chapter 27. (Reviewed under Ord. 1998-11, Dated December 17th, 1998 as Amended February 5, 2004 by Ordinance No. 2004-3)**

ZONING ORDINANCE (Code of Ordinances) CHAPTER 27

The applicant has submitted a Preliminary/Final Land Development Plan. The subject property is located in a C-Commercial Zoning District. Wawa is proposing to construct a 2030 S.F. drive-thru restaurant (shown as Unit 5) on 1.0099 acres of land. The plan proposes a double lane drive-thru, landscaping and parking facilities. The property is bounded by Hamilton Blvd. to the north, Texas Roadhouse to the west and the Movie Tavern Theater to the south. The property is served by both public water and sewer. **Conditional Use Hearing approved on July 21, 2016. Final Land Development approved by the BOC on October 6**

- 1. Section 2000 E.9 Parking Requirements for Fast Food Restaurants.** 1 per each 30 S.F. of gross building area. **The plan proposes seventeen (17) parking spaces plus eighteen (18) spaces (queued) in the drive-thru. The proposed fast food restaurant will not be accessible to the public (drive-thru only). The ITE Manual does not address a parking formula for this particular type of restaurant, the proposed number of spaces provided would meet the requirements of the above referenced Ordinance.**
- 2. Section 2002.2 1** Parking lot dimensions shall be no less than those listed in this Section Parking width- 10' feet and stall depth of 21' feet. **The applicant is proposing a 10' ft. parking space width and a stall depth of 21' ft. A Variance was granted on March 22, 2016 to reduce the width to 9.5' ft. with double striped. The plan should be revised indicating a one (1) foot, double striped parking width. (2nd Request).**

3. **Section 1704.8** *Buffer yards* (Section 201.26) shall comply with the following standards: The depth of any required buffer yard not otherwise specified by this Ordinance or by SALDO shall be ten {10} feet. ***The plan indicates a buffer yard on Sheet C-1.0, Note Section 7 A. The plan does not indicate a buffer yard on the Site Plan or the Landscape Plan. The plan should be revised accordingly (2nd Request)***

4. **Section 1904.2.** *Location of Signs.* Freestanding business signs shall be setback a minimum of ten (10) feet from the existing street right-of-way. ***The plan proposes a monument sign along the Hamilton Blvd. right-of-way line, but does not meet the ten (10') foot setback requirement. The applicant appeared before the Zoning Hearing Board on May 24, 2022 in which their Zoning Appeal (Variance) was denied. The proposed monument sign must meet the ten (10) foot setback. The plan should be revised accordingly.***

5. **Section 2002.5.** Any parking area designed for use by eight (8) or more cars after dusk shall be adequately illuminated. All lighting fixtures used to illuminate parking areas shall be shown on the plan and arranged to prevent glare into public streets and adjoining properties. Minimum nighttime illumination shall be no less than 0.5-foot candles per square foot throughout the access and parking areas. ***A lighting plan has been submitted to the Township and will be reviewed to insure compliance with Section 2002.5***

6. **Section 1702** All methods of sewage and waste treatment and disposal shall be approved by the Pennsylvania Department of Environmental Resources {Protection} and in accordance with the Sewage Plan for the Township of Lower Macungie. ***The Bethlehem District Office of PA DEP should be contacted to determine which Sewage Facilities Planning documents would be required for this type of Land Development.***

cc: Nathan Jones , Planning Director, Community Development
Zachery Graves, LMT, SEO
David Brooman, Esq. Law Offices
B. McAdam, CKS Engineers



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenineers.com
215 340 0600

June 3, 2022
Ref: #12506-132

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

Attention: Nathan D. Jones, AICP Director of Community Development

Reference: 6216 Hamilton Boulevard, Trexler Business Center Unit 5 (Wawa Drive-Thru)
Land Development Application
Lower Macungie Township Project #DE-22-003

Dear Nathan:

CKS Engineers, Inc. has completed our review of the above-referenced application, consisting of twenty-six (26) plan sheets titled "Preliminary / Final Land Development Plans for Trexler Business Center – Unit 5 ", dated March 14, 2022, last revised May 16, 2022, two (2) plan sheets titled "Lot 5 Erosion and Sediment Plan" dated May 9, 2022 with no revisions, all prepared by The Newton Engineering Group P.C. Additionally, the submission includes a plan sheet titled "Tree Protection plan" dated May 8, 2018 last revised May 11, 2018 prepared by Brown Design Corp and five (5) plan sheets for site lighting dated March 14, 2022 with no revisions, prepared by Red Leonard Associates. The subject parcel, containing approximately 1.01 acres, is located on the south side of Hamilton Boulevard in the C-Commercial Zoning District.

We have reviewed the documents for compliance with applicable Zoning, Subdivision and Land Development Ordinance requirements and have the following comments:

1. The parcel will contain a 2,030 square foot drive-thru establishment. The plan proposes to provide driveway access to the common access drive as well as future connectivity access easement to Unit 6 to the west. No driveway connection is proposed to the Bastian Carpet building to the east. The previously existing buildings on the site have already been demolished. The site is proposed to be served by public water and public sanitary sewer. Fourteen (14) parking spaces along with three (3) additional spaces within the access easement for unit 6 and eighteen (18) drive through spaces have been provided for the drive-thru establishment.
2. Any waiver requests specific to this land development that were not previously part of the overall Trexler Business Center should be specifically identified on the Record Plan, in addition to being submitted in separate correspondence. All waivers must be stated with an explanation of why they are being requested.
3. Lehigh County Conservation District (LCCD) as well as PA DEP have issued an NPDES permit for the Trexler Business Center for construction activities. The NPDES Permit PAD390214 is effective as of September 29, 2021 and expires September 28, 2026. An updated approval from the Lehigh County Conservation District and PADEP for the current proposal should be provided. (23C-303.4)

4. A Highway Occupancy Permit from PennDOT or the proposed modifications to the sanitary sewer lateral within the PennDOT legal right-of-way is required. The application has been filed with PennDOT. (27-2303.3.F)
5. The Project site is located within the East Transportation Service Area. The Trexler Business Center project applicant was responsible for the Transportation Impact Fee as part of the overall Trexler Business Center subdivision, and as noted in Resolution # 2016-22. The conditions of the resolution have been met; therefore, no fee is necessary for this application.
6. The Trexler Business Center has approval of sewer allocation for the proposed fast-food restaurant up to 2,000 GPD from Pennsylvania DEP for sewage flows to be treated at the Kline's Island Wastewater Treatment Plant. We recommend that the applicant confirm whether the sewage flows for this use will exceed the 2,000 GPD allotment. (27-2406.1.Y.(5))
7. Approval of the proposed water services is required from the Lehigh County Authority. In addition, an executed water service agreement from the Lehigh County Authority should be submitted. We recognize that public water was provided for the former use however the agreement may need to be updated relative to the proposed use. (22A-403.5.G, 22A-707.1)
8. The submission includes a life safety/vehicle movements plan, containing fire truck turning templates. We recommend that the Township's emergency services personnel provide comment/approval. (22A-403.5.D)
9. The applicant's engineer has been working directly with our office and Heinrich and Klein Associates, Inc. to address items as referenced in the Heinrich and Klein Associates April 22, 2022, review. A traffic count for the drive thru queuing will need to be provided and some additional changes to striping, signage and will still be necessary to adequately address the traffic related comments. The current plan addresses the majority of the layout concerns that had been expressed.

We have attached the June 1, 2022, Heinrich & Klein review, incorporated by reference. Please note the recommendation for a condition of approval regarding limitations on the size of delivery trucks that will access the site (item 5 of Heinrich & Klein review). (27-2303)

10. The stormwater management design, along with the required Operations and Maintenance Agreement was previously approved as part of the overall Trexler Business Center. The applicant has provided a Supplemental Drainage Report for Unit 5 proposed Wawa Drive Thru. We have the following comments regarding the grading, erosion control and stormwater management design:
 - a. The Stormwater management Report provides a peak flow & volume analysis that demonstrates the proposed improvements provide a net reduction of impervious surface from the previously approved design. Additionally, the report provides pipe capacity calculations that demonstrate that sufficient capacity has been provided within the onsite pipe system. We take no exception to the Supplemental Drainage Report as provided. (23A-306)

- b. A site-specific Erosion and Sedimentation control plan along with the associated details has been provided. We take no exception to the layout and details as shown. These plans should be identified on the overall site plan sheet index and included in the construction drawings. (22A-403.5.B, 23A-303)
 - c. The previous PCSM plan for the overall Trexler Business Center included Irrigation Zones in the green space on unit 5. A site-specific irrigation plan should be provided as part of the submission for unit 5. (23A-403.1.C.(1))
11. We have the following Landscaping Design comments for consideration. We recommend that the applicant's landscape architect contact Kim Flanders at McCloskey & Faber regarding questions regarding planting locations, species, etc. (22A-710 unless noted otherwise)
- a. We have reviewed the revised planting design relative to proposed species and have no objection to the plan as proposed.
 - b. PADOT sight triangles for the driveway have been depicted and labeled on the Landscape Plan. However, the proposed landscaping locations should be adjusted outside the sight triangle. (SALDO Chapter 22A-705.6.F. & G.)
 - c. A bike path is proposed within the drip line of the existing Sycamore trees along Hamilton Boulevard. We had previously noted that special care should be taken to protect these trees and tree protection measures should be provided in order to help prolong the life of the trees and lessen the impact from the project construction. We also recommended that a Certified Arborist be retained to review the Sycamore trees relative to proposed improvements. In response, this submission includes a "Tree Protection Plan" prepared by Brown Design Group and dated May 11, 2018.


This plan was apparently prepared under the direction of a Certified Arborist in conjunction with proposed roadway improvements within the dripline of the Sycamore trees, including the three trees along the frontage of the development under review. We have no objection to deferring review and assessment by a Certified Arborist until a pre-construction meeting is held. If this path is chosen, pertinent notes from this "Tree Protection Plan" should be incorporated into the land development plans. The "Tree Protection Notes" appear to be generic tree protection measures which we recommend are added to the land development plans. The "Tree Protection Sequence" is more site specific and should be adjusted and expanded to incorporate the proposed disturbances within the dripline of the Sycamore trees. The Tree Protection Plan should be added to the land development plans so that the information is readily available during construction. (27-1906.8)
 - d. A proposed lighting design was included with the submission. We have the following comments. At this time the comments are cursory, as the site layout used for the lighting plan is not consistent with the layout for the rest of the plan set. In particular, the lighting plan shows a physical connect to the adjacent Unit 6, but the overall layout does not. At least one of the fixtures will need to be relocated (27-2303.4.C, 27-1805.8.D.):
 - i. The proposed planting layout and lighting design should be coordinated and revised as necessary to eliminate the conflicts between trees and proposed lighting.

- ii. Proposed parking lot area lighting should be indicated on the Landscape Plan in order to review for potential conflicts.
 - iii. Proposed tree layout and lighting design is to be coordinated and adjusted as appropriate to reduce conflict between trees and proposed lighting.
 - iv. We recommend adding a note to the Lighting Plan directing coordination of underground lighting conduit locations to avoid conflict with proposed tree locations. Per the response letter, Newton Engineering will coordinate with the Lighting consultant to add the requested note to the plans for the next plan submission.
 - v. The site lighting illumination levels should be adjusted to be in conformance with township ordinance section (27-1805.6.D) for a nonresidential off-street parking lot under 50 spaces.
 - vi. The pole mounted lights should be adjusted to provide the minimum horizontal distance from the property lines and the right-of-way. Additionally, the two fixtures illuminating the parking areas near Hamilton Boulevard appear to be on the wrong side of the screening wall, the location of these fixtures may need to be re-evaluated. (27-1805.6.H)
 - vii. Plan notes from section 27-1805.8.F should appear on the lighting plan.
12. We have the following comments regarding sanitary sewer service:
- a. The applicant is responsible for the respective tapping fees for the water and sewerage connections for this project prior to, or as a condition of, final plan approval. If the tapping fees were paid as part of the previous land development approval, the applicant should provide confirmation.
13. We have the following drafting and engineering comments:
- a. The plan indicates a proposed sign for the facility. All signage should be reviewed by the Zoning Officer. (§27-2402.2.E)
 - b. Details should be provided for the respective walls, including but not limited to identifying the type of wall materials, aesthetic treatments and construction information. In addition, a note should be provided stating that signed and sealed design calculations, prepared by an engineer licensed in the Commonwealth, shall be provided for review and approval by the Township Engineer prior to construction. The response letter from Newton Engineering suggests that "Wall plans will be provided review and approval at grading permit stage of construction." We recommend that the information be provided prior to approval of this plan, so that the wall type and facing treatments can be reviewed and approved prior to plan recording.
14. Once the applicant receives final plan approval the applicant should submit a construction cost estimate for review. Upon review, a Financial Security Tabulation will be prepared for use with the Development Agreement.

15. Approvals should be provided from the following agencies:
- a. Lehigh County Conservation District
 - b. PADEP
 - c. PennDOT
 - d. Lehigh County Authority

We recommend the plan be revised and resubmitted, however we take no exception to the plan being considered at the upcoming Lower Macungie Township Planning Commission meeting. Should you have any questions, please feel free to contact me.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers



Bryan McAdam, P.E.

BMc/paf
Enclosure

cc: Bruce Beitel, Township Manager
Debbie Ward, Admin. Asst. Planning and Zoning
Renea Flexer, Asst. Township Manager
Carl Best, Zoning Officer
David Brooman, Esq., High Swartz LLC
Andreas Heinrich, PE, Heinrich & Klein Associates, Inc.
Kim Flanders, RLA, McCloskey & Faber, PC
Brian Cicak, PE, CKS Engineers, Inc.
Michael Spiegel, Applicant (michael.spiegel@wawa.com)
William Barlow, PE, Newton Engineering Group
Bud Newton, PE, Newton Engineering Group
File.

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-42
(Duly Adopted July 21, 2022)

**RESOLUTION ACCEPTING ROAD RIGHT-OF-WAY
OFFERED BY BURDELL KIDD FOR BROOKDALE ROAD,
LOCUST LANE, AND BURDELL LANE ON THE
PRELIMINARY/FINAL PLANS MINOR SUBDIVISION FOR
BURDELL KIDD**

WHEREAS, Burdell Kidd submitted to the Township of Lower Macungie and the Township approved the Preliminary/Final Plans Minor Subdivision for Burdell Kidd, dated February 16, 1988, last revised September 19, 1988, prepared by McTish, Kunkel & Associates, with Dwg. No. 09373, and recorded in the Recorder of Deeds Division of the Clerk of Judicial Records in and for Lehigh County, Pennsylvania at MS Vol. 7, Page 194 (“**Plans**”).

WHEREAS, Burdell Kidd offered 2.279 acres of right-of-way to the Township, and the Township accepted 1.643 acres of that right-of-way, as documented on the Plans for the new Locust Lane and Burdell Lane and the widening of Brookdale Road, S.R. 3001, an existing opened road of the Commonwealth of Pennsylvania.

WHEREAS, Locust Lane and Burdell Lane subsequently were constructed and currently are open Township roads.

WHEREAS, Brookdale Road is now proposed to be widened and Locust Lane is now proposed to be realigned.

WHEREAS, the Township desires to document by this Resolution its acceptance of the right-of-way previously offered by Burdell Kidd and accepted by the Township on the Plans.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of the Township of Lower Macungie hereby accepts the offer of right-of-way on the Plans to the extent described in Exhibit “A” and depicted in Exhibit “B” which are attached hereto and incorporated herein.

DULY ADOPTED this 21st day of July, 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Brian P. Higgins, President

Attest:

Renea Flexer, Secretary

THE PIDCOCK COMPANY

CIVIL ENGINEERING AND LAND PLANNING
ARCHITECTURE
LAND SURVEYING

Oxford Drive at Fish Hatchery Road
2451 Parkwood Drive Allentown Pennsylvania 18103-9608
Telephone: 610-791-2252
Telefacsimile: 610-791-1256
E-mail: info@pidcockcompany.com
Website: www.pidcockcompany.com

Established 1924
J. Scott Pidcock, P.E., R.A.

Bruce E. Anderson, P.E., LEED AP
Brian A. Dillman, P.E.
Ronald J. Gawlik, P.E.
Brian E. Harman, P.E., P1OE
James A. Rothdeutsch, P.E., LEED AP
John R. Russek, Jr., P.E.
Brent C. Tucker, P.E.

Douglas L. Haberbosch, P.E.
William G. Kmetz, P.L.S.
Jeffrey R. Matyas
John M. McRoberts, P.E.
Brent D. Shriver, P.E.
Todd L. Sonntag, R.A., LEED AP
Anthony F. Tallarida, P.E.
Ryan R. Troutman, P.E.

G. Edwin Pidcock, P.E., P.L.S. 1924-1967
John S. Pidcock, P.E., P.L.S. 1954-1999
Ralph M. Pidcock, P.L.S. 1952-2000 (Retired)

June 15, 2022

Description of a right-of-way dedication as shown on a plan titled, "Plan Showing Right-Of-Way Dedication - Minor Subdivision For Burdell Kidd - Minor Subdivision Volume 7 Page 194, Located In Lower Macungie Township, Lehigh County, PA", dated June 15, 2022, bearing File No. #S-12240, as prepared by The Pidcock Company, Allentown, Pennsylvania:

Beginning at the intersection of the northwesterly property line of lands of Dale R. Torrence (Lehigh County Parcel Identifier 546413662893-1) and the easterly ultimate right-of-way line of Locust Lane as shown on the Minor Subdivision For Burdell Kidd (MS Vol 7, Page 194);

Thence (1) partially crossing Locust Lane, along lands of Dale R. Torrence S 47°45'00" W, a distance of 28.07 feet to a point;

Thence in and along Locust Lane, the two following courses:

(2) N 3°46'00" W, a distance of 160.38 feet to a point, and

(3) N 16°23'15" W, a distance of 756.58 feet to a point;

Thence in and along Brookdale Road, the two following courses:

(4) N 66°43'06" E, a distance of 23.92 feet to a point, and

(5) S 66°39'54" E, a distance of 192.88 feet to a point;

Exhibit A

Thence (6) partially crossing Brookdale Road, S 20°13'47" W, a distance of 18.71 feet to a point;

Thence along the easterly ultimate right-of-way of Locust Lane, the four following courses:

(7) on a curve to the left having a radius of 25.00 feet (delta 87°49'00", tangent 24.07 feet, chord S 66°19'17" W, 34.68 feet) for an arc distance of 38.32 feet to a point,

(8) S 22°24'47" W, a distance of 60.38 feet to a point,

(9) on a curve to the left having a radius of 270.00 feet (delta 39°43'53", tangent 97.56 feet, chord S 02°32'50" W, 183.50 feet) for an arc distance of 187.23 feet to a point, and

(10) S 17°19'06" E, a distance of 221.70 feet to a point;

Thence (11) along a curve to the left connecting the easterly ultimate right-of-way line of Locust Lane with the northerly ultimate right-of-way line of Burdell Lane, having a radius of 20.00 feet (delta 87°32'30", tangent 19.16 feet, chord S 61°32'38" E, 27.67 feet) for an arc distance of 30.56 feet to a point;

Thence along the ultimate right-of-way of Burdell Lane the nine following courses:

(12) N 74°41'07" E, a distance of 25.97 feet to a point,

(13) on a curve to the left having a radius of 125.00 feet (delta 69°02'10", tangent 85.97 feet, chord N 40°10'02" E, 141.67 feet) for an arc distance of 150.61 feet to a point,

(14) N 5°38'57" E, a distance of 23.92 feet to a point,

(15) on a curve to the left having a radius of 150.00 feet (delta 33°33'26", tangent 45.23 feet, chord N 11°07'46" W, 86.60 feet) for an arc distance of 87.85 feet to a point,

(16) on a curve to the right having a radius of 60.00 feet (delta 247°06'53", tangent 90.45 feet, chord S 84°21'03" E, 100.00 feet) for an arc distance of 258.78 feet to a point,

(17) on a curve to the left having a radius of 150.00 feet (delta 33°33'26", tangent 45.23 feet, chord S 22°25'40" W, 86.60 feet) for an arc distance of 87.85 feet to a point,

(18) S 5°38'57" W, a distance of 23.92 feet to a point,

(19) on a curve to the right having a radius of 175.00 feet (delta $69^{\circ}02'10''$, tangent 120.36 feet, chord S $40^{\circ}10'02''$ W, 198.33 feet) for an arc distance of 210.86 feet to a point, and

(20) S $74^{\circ}41'07''$ W, a distance of 25.97 feet to a point;

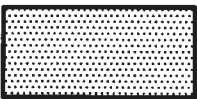
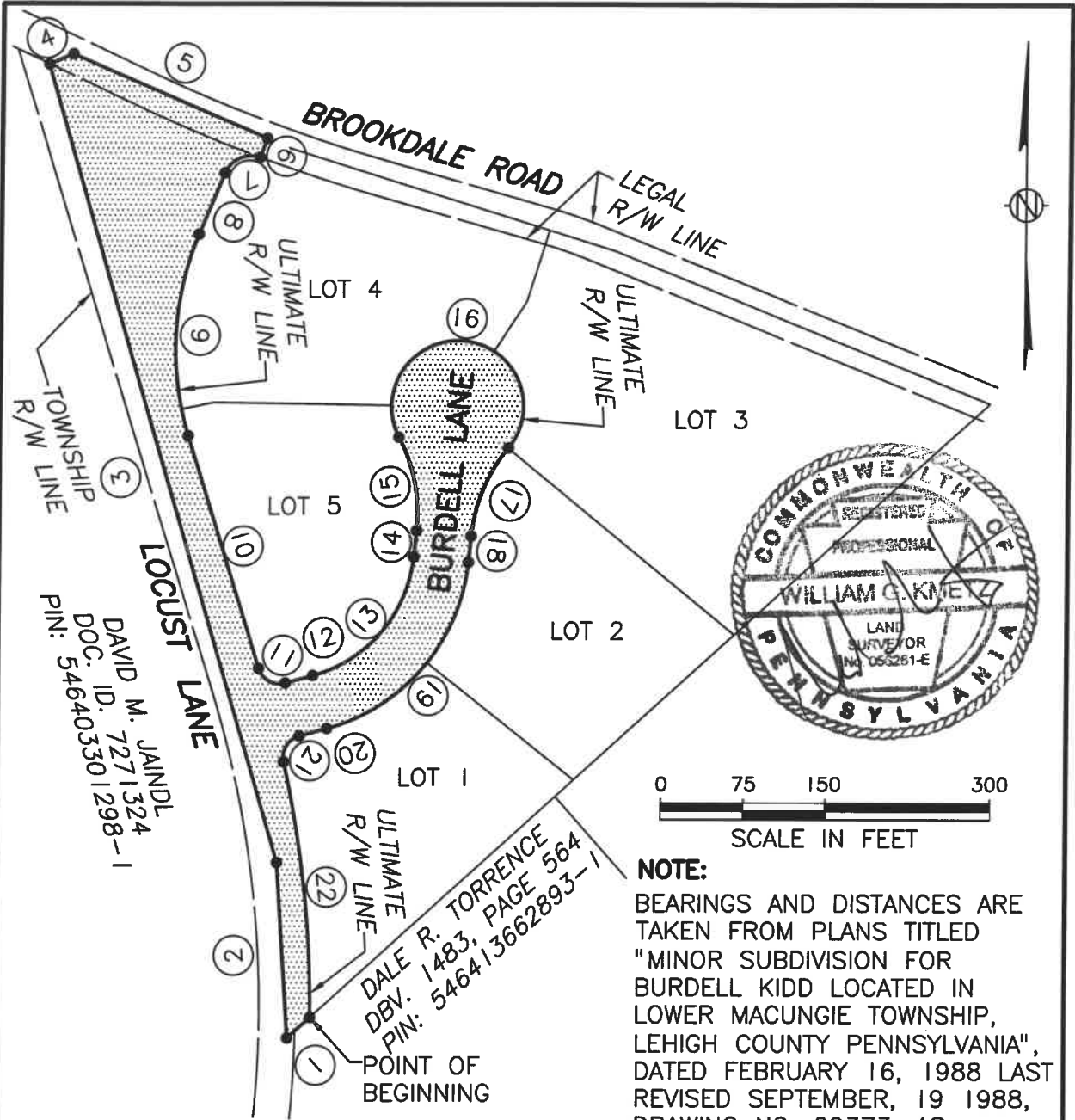
Thence (21) on a curve to the left connecting the southerly ultimate right-of-way line of Burdell Lane and the easterly ultimate right-of-way of Locust Lane, having a radius of 20.00 feet (delta $087^{\circ}32'29''$, tangent 19.16 feet, chord S $30^{\circ}54'52''$ W, 27.67 feet) for an arc distance of 30.56 feet to a point;

Thence along the ultimate right-of-way of Locust Lane, on a curve to the right having a radius of 1,029.08 feet (delta $13^{\circ}03'36''$, tangent 117.79 feet, chord S $6^{\circ}19'35''$ E, 234.05 feet) for an arc distance of 234.57 feet to a the point or place of beginning.

Containing 1.643 Acres.



Drawing name: S:\Jaindl-Spring Creek\20037-SCPSS-Mertztown Residential\Civil Plans\Survey\DWG\Title Plans\BK Sub RW.dwg Last Modified: Jun 15, 2022 - 1:56pm



RIGHT-OF-WAY
AREA= 1.643 ACRES

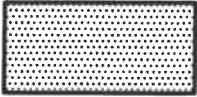
NOTE:
 BEARINGS AND DISTANCES ARE TAKEN FROM PLANS TITLED "MINOR SUBDIVISION FOR BURDELL KIDD LOCATED IN LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY PENNSYLVANIA", DATED FEBRUARY 16, 1988 LAST REVISED SEPTEMBER, 19 1988, DRAWING NO. 09373, AS PREPARED BY MCTISH, KUNKLE & ASSOCIATES AND RECORDED IN MINOR SUBDIVISION VOLUME 7, PAGE 194.

SHEET 1 OF 2

DRAWN BY: WGK CHECKED BY: BDS CAD FILE: BK Sub RW PROJ. NO. 20037	PLAN SHOWING RIGHT-OF-WAY DEDICATION MINOR SUBDIVISION FOR BURDELL KIDD MINOR SUBDIVISION VOLUME 7 PAGE 194 LOCATED IN LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PA		THE PIDCOCK COMPANY CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING OXFORD DRIVE AT FISH HATCHERY ROAD ALLENTOWN, PENNSYLVANIA	
	SCALE: 1" = 150'	DATE: 6/15/22	#S-12240	

"NOT PUBLISHED; ALL RIGHTS RESERVED BY THE PIDCOCK COMPANY."

Exhibit B



**RIGHT-OF-WAY
AREA= 1.643 ACRES**

Drawing name: S:\jaindi-Spring Creek\20037-SCPSS-Mertztown Residential\Civil Plans\Survey\DWG\Title Plans\BK Sub RW.dwg Last Modified: Jun 15, 2022 - 1:56pm

- | | |
|--|--|
| <p>① S47°45'00"W 28.07'</p> <p>② N3°46'00"W 160.38'</p> <p>③ N16°23'15"W 756.58'</p> <p>④ N66°43'06"E 23.92'</p> <p>⑤ S66°39'54"E 192.88'</p> <p>⑥ S20°13'47"W 18.71'</p> <p>⑦ $\Delta=87^{\circ}49'00''$ R=25.00'
L=38.32' T=24.07'
CHD. BRG.=S66°19'17"W
CHD. DIST.=34.68'</p> <p>⑧ S22°24'47"W 60.38'</p> <p>⑨ $\Delta=39^{\circ}43'53''$ R=270.00'
L=187.23' T=97.56'
CHD. BRG.=S2°32'50"W
CHD. DIST.=183.50'</p> <p>⑩ S17°19'06"E 221.70'</p> <p>⑪ $\Delta=87^{\circ}32'30''$ R=20.00'
L=30.56' T=19.16'
CHD. BRG.=S61°32'38"E
CHD. DIST.=27.67'</p> <p>⑫ N74°41'07"E 25.97'</p> <p>⑬ $\Delta=69^{\circ}02'10''$ R=125.00'
L=150.61' T=85.97'
CHD. BRG.=N40°10'02"E
CHD. DIST.=141.67'</p> <p>⑭ N5°38'57"E 23.92'</p> | <p>⑮ $\Delta=33^{\circ}33'26''$ R=150.00'
L=87.85' T=45.23'
CHD. BRG.=N11°07'46"W
CHD. DIST.=86.60'</p> <p>⑯ $\Delta=247^{\circ}06'53''$ R=60.00'
L=258.78' T=90.45'
CHD. BRG.=S84°21'03"E
CHD. DIST.=100.00'</p> <p>⑰ $\Delta=33^{\circ}33'26''$ R=150.00'
L=87.85' T=45.23'
CHD. BRG.=S22°25'40"W
CHD. DIST.=86.60'</p> <p>⑱ S5°38'57"W 23.92'</p> <p>⑲ $\Delta=69^{\circ}02'10''$ R=175.00'
L=210.86' T=120.36'
CHD. BRG.=S40°10'02"W
CHD. DIST.=198.33'</p> <p>⑳ S74°41'07"W 25.97'</p> <p>㉑ $\Delta=87^{\circ}32'29''$ R=20.00'
L=30.56' T=19.16'
CHD. BRG.=S30°54'52"W
CHD. DIST.=27.67'</p> <p>㉒ $\Delta=13^{\circ}03'36''$ R=1,029.08'
L=234.57' T=117.79'
CHD. BRG.=S6°19'35"E
CHD. DIST.=234.05'</p> |
|--|--|

SHEET 2 OF 2

<p>DRAWN BY: WGW</p> <p>CHECKED BY: BDS</p> <p>CAD FILE: BK Sub RW</p> <p>PROJ. NO. 20037</p>	<p>PLAN SHOWING RIGHT-OF-WAY DEDICATION MINOR SUBDIVISION FOR BURDELL KIDD MINOR SUBDIVISION VOLUME 7 PAGE 194 LOCATED IN LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PA</p>	<p>THE PIDCOCK COMPANY CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING OXFORD DRIVE AT FISH HATCHERY ROAD ALLENTOWN, PENNSYLVANIA</p>
	<p>SCALE: 1" = 150'</p>	<p>DATE: 6/15/22</p>
		<p>#S-12240</p>

"NOT PUBLISHED; ALL RIGHTS RESERVED BY THE PIDCOCK COMPANY."

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-43
(Duly Adopted July 21, 2022)

**RESOLUTION ACCEPTING ADDITIONAL ROAD RIGHT-OF-
WAY OFFERED BY BURDELL KIDD FOR BROOKDALE
ROAD ON THE PRELIMINARY/FINAL PLANS MINOR
SUBDIVISION FOR BURDELL KIDD**

WHEREAS, Burdell Kidd submitted to the Township of Lower Macungie and the Township approved the Preliminary/Final Plans Minor Subdivision for Burdell Kidd, dated February 16, 1988, last revised September 19, 1988, prepared by McTish, Kunkel & Associates, with Dwg. No. 09373, and recorded in the Recorder of Deeds Division of the Clerk of Judicial Records in and for Lehigh County, Pennsylvania at MS Vol. 7, Page 194 (“**Plans**”).

WHEREAS, Burdell Kidd offered 2.279 acres of right-of-way to the Township, and the Township accepted 1.643 acres of that right-of-way, as documented on the Plans for the new Locust Lane and Burdell Lane and the widening of Brookdale Road, S.R. 3001, an existing opened road of the Commonwealth of Pennsylvania.

WHEREAS, Locust Lane and Burdell Lane subsequently were constructed and currently are open Township roads.

WHEREAS, Brookdale Road is now proposed to be widened and Locust Lane is now proposed to be realigned.

WHEREAS, the Township desires by this Resolution to accept additional right-of-way previously offered by Burdell Kidd on the Plans for the widening of Brookdale Road.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of the Township of Lower Macungie hereby accepts the offer of right-of-way on the Plans to the extent described in Exhibit “A” and depicted in Exhibit “B” which are attached hereto and incorporated herein.

DULY ADOPTED this 21st day of July, 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Brian P. Higgins, President

Attest:

Renea Flexer, Secretary

THE PIDCOCK COMPANY

CIVIL ENGINEERING AND LAND PLANNING
ARCHITECTURE
LAND SURVEYING

Oxford Drive at Fish Hatchery Road
2451 Parkwood Drive Allentown, Pennsylvania 18103-9608
Telephone: 610-791-2252
Telefacsimile: 610-791-1256
E-mail: info@pidcockcompany.com
Website: www.pidcockcompany.com

Established 1924
J. Scott Pidcock, P.E., R.A.

Bruce E. Anderson, P.E., LEED AP
Brian A. Dillman, P.E.
Ronald J. Gawlik, P.E.
Brian E. Harman, P.E., PTOE
James A. Rothdeutsch, P.E., LEED AP
John R. Russek, Jr., P.E.
Brent C. Tucker, P.E.

Douglas E. Haberbosch, P.E.
William G. Kmetz, P.L.S.
Jeffrey R. Matyus
John M. McRoberts, P.E.
Brent D. Shriver, P.E.
Todd L. Sonntag, R.A., LEED AP
Anthony F. Tallarida, P.E.
Ryan R. Troutman, P.E.

G. Edwin Pidcock, P.E., P.L.S. 1924-1967
John S. Pidcock, P.E., P.L.S. 1954-1999
Ralph M. Pidcock, P.L.S. 1952-2000 (Retired)

June 13, 2022

Description of required right-of-way as shown on a plan titled, "Plan Showing Required Right-Of-Way Over Property Of Todd A. Baker And Kerrie Q. Baker, Located In Lower Macungie Township, Lehigh County, PA", dated June 13, 2022, bearing File No. #S-12239, as prepared by The Pidcock Company, Allentown, Pennsylvania:

Beginning at a point on the legal right-of-way line of Brookdale Road (SR 3005), said point being the terminus of the third course of lands of Todd A. Baker and Kerrie Q. Baker as described in Deed Book Volume 1612, Page 1135;

Thence (1) through lands of Todd A. Baker and Kerrie Q. Baker (Lehigh County Parcel Identifier Number 546414421954-1), along the legal right-of-way line of Brookdale Road, on a curve to the left having a radius of 1,418.60 feet (delta 2°02'31", tangent 25.28 feet, chord S 77°19'29" E, 50.56 feet) for an arc distance of 50.56 feet to a point;

Thence (2) continuing through lands of Todd A. Baker and Kerrie Q. Baker, the following two courses:

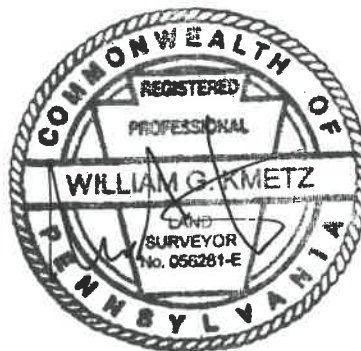
(2) S 11°56'23" W, a distance of 7.92 feet to a point, and

(3) on a curve to the right having a radius of 1,725.00 feet (delta 2°17'18", tangent 34.45 feet, chord N 76°54'58" W, 68.89 feet) for an arc distance of 68.90 feet to a point;

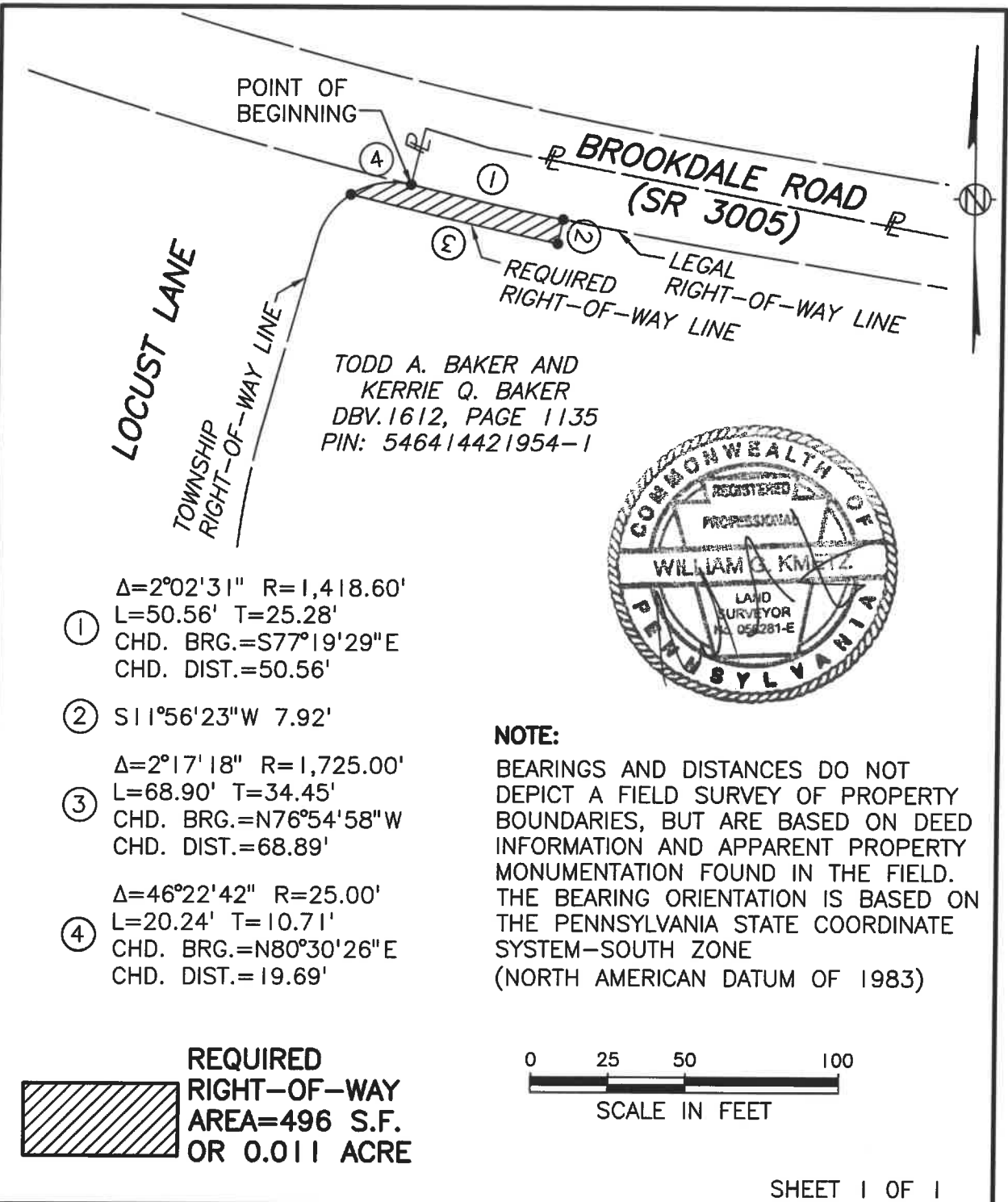
Exhibit A

Thence (4) along the easterly township right-of-way line of Locust Lane, on a curve to the right having a radius of 25.00 feet (delta $46^{\circ}22'42''$, tangent 10.71 feet, chord N $80^{\circ}30'26''$ E, 19.69 feet) for an arc distance of 20.24 feet to the point or place of beginning.

Containing 496 Square Feet or 0.011 Acre.



Drawing name: S:\Jaindi-Spring Creek\20037-SCPSS-Mertstown Residential\Civil Plans\Survey\Dwg\Title Plans\Baker RW.dwg Last Modified: Jun 13, 2022 - 3:06pm



TODD A. BAKER AND
 KERRIE Q. BAKER
 DBV.1612, PAGE 1135
 PIN: 546414421954-1



- ① $\Delta=2^{\circ}02'31''$ $R=1,418.60'$
 $L=50.56'$ $T=25.28'$
 CHD. BRG.= $S77^{\circ}19'29''E$
 CHD. DIST.= $50.56'$
- ② $S11^{\circ}56'23''W$ $7.92'$
- ③ $\Delta=2^{\circ}17'18''$ $R=1,725.00'$
 $L=68.90'$ $T=34.45'$
 CHD. BRG.= $N76^{\circ}54'58''W$
 CHD. DIST.= $68.89'$
- ④ $\Delta=46^{\circ}22'42''$ $R=25.00'$
 $L=20.24'$ $T=10.71'$
 CHD. BRG.= $N80^{\circ}30'26''E$
 CHD. DIST.= $19.69'$

NOTE:
 BEARINGS AND DISTANCES DO NOT
 DEPICT A FIELD SURVEY OF PROPERTY
 BOUNDARIES, BUT ARE BASED ON DEED
 INFORMATION AND APPARENT PROPERTY
 MONUMENTATION FOUND IN THE FIELD.
 THE BEARING ORIENTATION IS BASED ON
 THE PENNSYLVANIA STATE COORDINATE
 SYSTEM-SOUTH ZONE
 (NORTH AMERICAN DATUM OF 1983)

 **REQUIRED
 RIGHT-OF-WAY
 AREA=496 S.F.
 OR 0.011 ACRE**



SHEET 1 OF 1

DRAWN BY: WGK CHECKED BY: BDS CAD FILE: BAKER RW PROJ. NO. 20037	PLAN SHOWING REQUIRED RIGHT-OF-WAY OVER PROPERTY OF TODD A. BAKER AND KERRIE Q. BAKER LOCATED IN LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PA	THE PIDCOCK COMPANY CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING OXFORD DRIVE AT FISH HATCHERY ROAD ALLENTOWN, PENNSYLVANIA SCALE: 1"=50' DATE: 6/13/22 #S-12239
---	---	---

"NOT PUBLISHED; ALL RIGHTS RESERVED BY THE PIDCOCK COMPANY."

Exhibit B

TOWNSHIP OF LOWER MACUNGIE

Lehigh County, Pennsylvania

RESOLUTION NO. 2022-44

(Duly Adopted July 21, 2022)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWER MACUNGIE
TOWNSHIP, LEHIGH COUNTY APPROVING AN AGREEMENT AND AMENDMENT
THERE TO WITH VERIZON CONNECT NWF, INC.**

WHEREAS, Verizon Connect NWF, Inc. (“Verizon Connect”) and Sourcewell (“Sourcewell”), a Minnesota service cooperative, entered into an agreement (Contract #020221-NWF) (“Sourcewell Agreement”) pursuant to which Verizon Connect is offering certain fleet management services and equipment available for purchase by Sourcewell members; and

WHEREAS, the Township is currently a member of the Sourcewell purchasing cooperative; and

WHEREAS, the Township wishes to use Verizon Connect’s services in connection with its vehicles and in accordance with the terms of an agreement and addendum thereto, attached hereto.

NOW THEREFORE, BE IT RESOLVED, that the Township Manager is authorized to enter into that certain Agreement and Addendum, to be dated effective upon signature, and attached hereto as Exhibit A, for Verizon Connect services; and

DULY ADOPTED this 21st day of July, 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Brian P. Higgins, President

ATTEST:

Renea Flexer, Secretary

Sourcewell Contract Summary

Sourcewell Contract Number: - 020221-NWF

This contract vehicle is effective from 1 June 2021 – 26 March 2025

Company Information:

Verizon Connect NWF Inc., a wholly owned subsidiary of Verizon Connect
9868 Scranton Rd, San Diego, CA 92121

Contractual POC: Marchand Clark-Hawkins, email: marchand.clark-hawkins@verizonconnect.com,
Phone: 858-401-3103

SUMMARY OF CONTRACT DOCUMENTS

The attached Sourcewell (formerly NJPA) contract is comprised of the following documents:

1. Price and Product Change Request Approved 4-19-21
2. Verizon Connect_Sourcewell #020221_NWF_Amend 1
3. Revised Price List, revised 03-30-21
4. Verizon Connect Contract 020221



SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Department and to approval by Sourcewell’s Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.]

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: Verizon Connect NWF Inc.

SOURCEWELL CONTRACT NUMBER: 020221-NWF

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease



SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Verizon Connect NWF Inc. (VCN) is requesting a modification to the subject contract to update our Price List with the addition of five (5) **Unbundled** products to the Reveal products and services on Form P, page 8 as follows:

1. Product Number "Vehicle Tracking Subscription" – Includes Reveal device, cable, and monthly software subscription, \$17.45 per month per device.
2. Product Number "Vehicle Tracking Subscription - EZ" – Includes Reveal device, cable, and monthly software subscription, \$17.45 per month per device.
3. Product Number "Powered Asset Tracking Solution" – Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a wired device. Includes device, wires, and monthly software subscription, \$10.95 per month per device.
4. Product Number "Non Powered Asset Tracking Solution" - Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a battery powered device with 4G technology: Hardware device and monthly software subscription included, \$8.95 per month per device.
5. Product Number "Integrated Video Forward Facing Camera" – Integrated Video Forward Facing Camera hardware and monthly software application. VTU service is required, \$23.45 per month per device.

We are also requesting a modification to the subject contract to update our price list to provide three permanent price reductions to installation services for the Gov Fleet (page 7 of the Price List) and Reveal (page 9 of the Price List) platforms as follows:

Gov Fleet

1. Product Number SVC10005 – Installation – Other Special Equipment is proposed to be reduced from \$96.86 to \$80.00 per device.
2. Product Number SVC10006 – Installation – Out of Cab Sensor is proposed to be reduced from \$96.86 to \$80.00 per device.
3. Product Number SVC10001 – Installation – Standard is proposed to be reduced from \$96.86 to \$80.00 per device.

Reveal

1. Product Number "Installation (Initial)" – Professional installation services is proposed to be reduced from \$100.00 to \$80.00 per device.
2. Product Number "Deinstall/Reinstall" – Professional installation services is proposed to be reduced from \$100.00 to \$80.00 per device.

We have also updated our pricing of the following Reveal products:

1. Product Number "Roadside Assistance Subscription" – Roadside Assistance Subscription is proposed to be reduced from \$3.00 to \$1.50 per device.



SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

2. Product Number "Powered Asset HW Replacement" – Powered Asset HW Replacement is proposed to be reduced from \$125.00 to \$95.00 per device.
3. Product Number "Nonpowered Asset HW Replacement" – Nonpowered Asset HW Replacement is proposed to be reduced from \$125.00 to \$95.00 per device.
4. Product Number "Integrated Video Forward Facing HW Replacement" – Integrated Video Forward Facing HW Replacement is proposed to be increased from \$265.00 to \$345.00 per device as our Market Price has changed.

We have also placed a minimum order (minimum 100) for the following Gov Fleet Software Services:

1. Workforce Essential
2. Workforce Enhanced

We are removing the following Reveal "Bundled" services:

3. Vehicle Tracking Subscription
4. Powered Asset Tracking Solution
5. Non-Powered Asset Tracking Solution
6. Integrated Video Forward Facing Camera

The above products are being replaced with the five (5) "Unbundled" products that appear above. Our company is responding to requests that have been made by our customer base to provide a self-install solution at a lower price.

Lastly, we are removing the following Gov Fleet Software Services:

1. Workforce Ultimate
2. Workforce Multi Day Planning

The updated Price List is attached showing the new pricing.

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

1. As many of our Government customers have expressed an interest in self-installing the Reveal devices, VCN would like to provide our customers with this solution. By providing our customers with an Unbundled subscription price, we expect to see more sales on the Reveal platform.
2. The price reduction being offered is a result of performing a market analysis where we have seen competitors pricing and products become more competitive. The proposed price reduction brings our rates for these items closer to market pricing.



SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

If adding products, state how these are within the scope of the original RFP.

The new products being added to this contract are the same products already listed on our contract just without professional installation bundled into the monthly subscription price. The proposed additions operate on the Verizon Connect Fleet platform (as opposed to the Networkfleet or Gov Fleet platforms).

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

Overall, our discounts on the Sourcewell contract range from 0% to 80.00%. The discount from our MSRP pricing for the five Reveal products is a range of 13.15% to 47.91%.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the assigned Sourcewell Contract Administrator.

Yes No

Section 5. Signatures

Vendor Authorized Signature

April 16, 2021
Date

Shane Scoville, Vice President - Global Sales
Print Name and Title of Authorized Signer

DocuSigned by:

Jeremy Schwartz, Sourcewell Director of Cooperative Contracts and Procurement/CPO

4/19/2021 | 4:41 PM CDT
Date

**AMENDMENT #1
TO
CONTRACT #020221-NWF**

THIS AMENDMENT is by and between **Sourcewell** and **Verizon Connect NWF Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Fleet Management Technologies with Related Software Solutions effective March 25, 2021, through March 26, 2025 (Original Agreement).

IN CONSIDERATION OF, the parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Form P – Exhibit C-1 is deleted in its entirety and replaced with “Form P – Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions Rev. 03-30-21,” which is attached hereto and incorporated herein.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz
Chief Procurement Officer

Date: 4/20/2021 | 2:50 PM CDT

Verizon Connect NWF Inc.

DocuSigned by:
By: Marchand Clark-Hawkins
Marchand Clark-Hawkins
Consultant Contract Management

Date: 4/20/2021 | 3:48 PM EDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette
Executive Director/CEO

Date: 4/20/2021 | 2:52 PM CDT

Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions

These additional terms and conditions set forth in this Exhibit C-1 (the “**Additional Terms**”) are part of Sourcewell Contract #022217-NWF (“**Sourcewell Contract**”), which governs the purchase and use by a Sourcewell Member (“**Customer**” or “**You**”) of products and services offered by Verizon Connect NWF Inc. (“**VCN**”). Customer’s providing an electronic signature as part of completing an electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer’s acceptance of the terms of the Sourcewell Contract, including these Additional Terms. If Customer does not agree to the Sourcewell Contract, including these Additional Terms, the Customer may not order such products or services. With respect to each Customer, its Accepted Order Form plus the terms of the Sourcewell Contract, including these Additional Terms, are collectively referred to herein as the “**Agreement**”. If there is a conflict between the terms of a Customer’s Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.

Pursuant to the Sourcewell Contract, VCN offers the following three suites of telematics product offerings:

- (1) VCN Solutions -- the Devices, VCN Services, VCN Website, Customer Website Pages and Installation Services developed and offered by VCN (collectively, “**VCN Solutions**”);
- (2) VCT Solutions -- the Devices, VCT Service Website, VCT Server Software, Remote Software, Map Data, VCN Website and Installation Services developed by Verizon Connect Telo (“**VCT**”) and offered through its affiliate, VCN (collectively, “**VCT Solutions**”); and
- (3) VCF Solutions -- the Devices, accessories and services developed by Verizon Connect Fleet (“**VCF**”) and offered through its affiliate, VCN (collectively, “**VCF Solutions**”).

Unless otherwise specified in this exhibit, these Additional Terms shall apply to VCN Solutions, VCT Solutions and VCF Solutions (collectively, “**Verizon Connect Services**”).

1. DEFINITIONS

When used in these Additional Terms, the following terms, when capitalized, shall have the meaning as set forth below:

- 1.1. **Accepted Order Form:** An Order Form which has been executed by Customer and accepted by VCN.
- 1.2. **Agreement Term:** Agreement Term shall have the meaning set forth in Section 11.1 below.
- 1.3. **Confidential Information:** Any non-public or proprietary information of a party (the “**Disclosing Party**”) which is obtained by the other party (the “**Receiving Party**”) in the course of activity pursuant to the Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Verizon Connect Services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that the Receiving Party can show: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without

restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4. **Devices:** The physical equipment designated on an Accepted Order Form.

1.5. **Fees:** The purchase prices for Devices and accessories, Installation Service fees for Devices, the fees for the applicable VCN Services, VCT Services and/or VCF Services, and any other fees payable by Customer as set forth in these Additional Terms and an Accepted Order Form.

1.6. **Installation Services:** The set of services offered to install Devices in accordance with Section 4 below. Installation Services may include: (i) the installation of Devices and corresponding accessories into Customer-designated Vehicles; and (ii) the provision of cable wiring and other minor ancillary parts required to install the purchased Devices.

1.7. **Order Form:** An order form provided by VCN to Customer, pursuant to which Customer orders Devices, and/or Services.

1.8. **Service Partners:** The companies that VCN, VCT and VCF work with, from time to time, to provide the VCN Solutions, VCT Solutions and/or VCF Solutions, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

1.9. **Service Term:** The period during which Customer is entitled to use the VCN Solutions, VCT Solutions and/or VCF Solutions under each applicable Accepted Order Form and as set forth in Section 11 herein.

1.10. **Third Party Services:** The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the VCN Solutions, VCT Solutions and/or VCF Solutions. Additional terms and conditions between such third party service providers and Customer apply if Third Party Services are used in connection with the VCN Solutions, VCT Solutions and VCF Solutions.

1.11. **VCN Website:** The VCN website currently located at www.verizonconnect.com.

1.12. **Vehicle:** An on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped (or will be equipped) with a Device.

1.13. **Definitions applicable solely to the VCN Solutions:**

1.13.1 **Customer Website Pages:** The web pages on the VCN Website which are designated by VCN for use by Customer.

1.13.2 **Device Contract Term:** The minimum length of time a Device is required to be active as part of a VCN Solution, which is identified on the applicable Accepted Order Form.

1.13.3 **VCN Services:** The services offered hereunder by VCN, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the VCN Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d)

Customer access and usage of Customer Website Pages; (e) Device installation services, but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (APIs) provided by VCN (“**VCN Data Services**”), but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by VCN as set forth on a signed Professional Services Addendum attached to an Accepted Order Form.

1.14. **Definitions applicable solely to the VCT Solutions:**

1.14.1 **Map Data:** The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCN Website.

1.14.2 **Remote Software:** Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCN Website.

1.14.3 **VCT Service Website:** An access-restricted website and its related databases, servers, and software.

1.14.4 **VCT Server Software:** The software residing on the VCT Service Website.

1.14.5 **VCT Services:** Any VCT software services ordered hereunder.

1.15. **Definitions applicable solely to the VCF Solutions:**

1.15.1 **Authorization Agreement:** The document under which Customer authorizes direct debit or credit card payments to be made for VCF Solutions.

1.15.2 **Non-powered Asset Vehicle Tracking Units:** Tracking units for Vehicles that do not have their own power sources, such as flatbeds, generators, pumps, dumpsters, containers, lifts and tanks.

1.15.3 **VCF Services:** The VCF subscription services and software applications specified on the Accepted Order Form, including any associated VCF Software, Devices and documentation.

1.15.4 **VCF Software:** The online software applications provided as part of the VCF Services, together with any other software provided in connection with the VCF Services.

1.15.5 **VCF Subscription:** A single subscription to the VCF Services, whether based on the number of Vehicles, users, administrators or other measures set forth on the applicable Services Order Form. As it relates to the VCF Solutions, a “Subscription” may also be referred to as a “unit”.

2. **ORDERS, DELIVERY, AND ACCEPTANCE**

2.1. **Order Forms:** Customer may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without VCN's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmittal to Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by VCN, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.

2.2. **Shipping, Risk of Loss and Acceptance:** Devices will be shipped to the address designated on Customer's Accepted Order Form. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the price of Devices or, if applicable, Device accessories (e.g., cables).

3. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

Except as explicitly set forth in this Agreement, all rights, title (other than Devices and hardware accessories purchased by Customer), and interest in and to the Devices, Verizon Connect Services and, upon its creation, all other proprietary rights therein, shall at all times remain with VCN, its affiliates and/or its suppliers. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, title, interest or licenses in respect of the Verizon Connect Services and the Devices. Customer will not delete or alter the copyright, trademark, and other proprietary rights notices of VCN, its affiliates or their licensors appearing on the Devices or Verizon Connect Services.

3.1. **VCN LICENSE**

3.1.1 During the Service Term, VCN grants to Customer a non-exclusive, non-transferable license to: (a) use the VCN Services in the United States and such other countries as may be approved by VCN in writing; (b) access and use the Customer Website Pages; and (c) use the firmware and the software included in the VCN Devices, solely for use in connection with the VCN Services, and as provided in this Agreement. Redistribution or resale of the VCN Services by the Customer is prohibited without VCN's prior written consent.

3.2. **VCT LICENSE**

3.2.1 During the Service Term, Customer will have a non-exclusive, non-transferable license to: (i) access and use the VCT Server Software through the VCT Service Website within the United States; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for its internal business purposes only, the Remote Software on each permitted device or computer system; (iv) view any Map Data; and (v) use the VCT Service in accordance with this Agreement.

3.3. **VCF LICENSE**

3.3.1 During the Service Term, Customer will have a non-exclusive, non-transferable license to access and use the VCF Devices and VCF Services. The VCF Devices and the VCF Services may contain certain third-party applications licensed to VCF or its affiliates. The right to access and use the VCF Services granted hereunder shall be subject to any underlying third party license for any component of the VCF Devices or VCF Services.

3.4. API DATA SERVICES

3.4.1 Certain Services, such as VCN Data Services, which are offered pursuant to the Agreement facilitate the sharing of the data collected by the applicable Verizon Connect Services with third parties and/or third party applications (collectively, “**API Data Services**”). If Customer requests API Data Services, the following additional terms apply:

3.4.2 To enable VCN and its affiliates to provide the API Data Services requested by Customer, Customer authorizes VCN and its affiliates to grant the individual(s) and/or companies selected by Customer (each, a “Third Party”) access to data from Customer’s subscription services account and related information therein. Customer acknowledges that the data access granted to the Third Party via the API Data Services is being undertaken solely at the direction of, and for the convenience of Customer. With respect to each specific API Data Service provided to the Third Party requested by Customer, this authorization remains in effect until Customer cancels such API Data Services by providing written termination notice (as described in Section 11 below).

3.4.3 Customer acknowledges and agrees that Customer is responsible for protecting and securing all usernames and passwords from unauthorized use, including use by the Third Party or by any other person/organization to whom Customer grants access (whether directly or through the API Data Services). Customer agrees that access to the Third Party or any other person/organization to whom Customer provides access, directly or indirectly, is at Customer’s sole risk and expense.

3.4.4 Customer agrees to comply with all data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and the California Consumer Privacy Act (CCPA), if such regulations are applicable pursuant to the data access being provided by the API Data Services granted by this Form. Customer acknowledges that if GDPR is applicable, Customer would be deemed a “controller” thereunder. Customer represents and warrants that it has obtained all relevant consents from end-users, employees, or relevant data subjects to this access. Customer further agrees to indemnify and hold VZC harmless from and against any and all claims, losses, costs, damages, and liabilities by third parties arising out of or in any way connected to or related to such access, including but not limited to the failure to obtain end user or data subject consent for this transfer or such access.

4. INSTALLATION SERVICES

4.1. Upon creation of an Accepted Order Form and except for Devices for Self-Install (as defined below), VCN will perform Installation Services pursuant to this Agreement to enable the Verizon Connect Services ordered by Customer. Installation Services may be performed by a Service Partner, who will install the Devices at a mutually agreed-upon time and location. Prior to performance of Installation Services, Customer must provide to VCN an accurate list of Devices to be installed and the address(es) where Devices should be shipped. Customer personnel must be onsite during performance of Installation Services to: (i) provide keys and access to Vehicles; (ii) allow for Vehicle inspections; and (iii) acknowledge installation-related issues. If Customer personnel does not remain onsite during the entirety of the installation process, the installation will be deemed accepted when completed. The following services are outside the scope of Installation Services, which VCN will not be obligated to perform: (a) procure, install, or configure mobile devices; (b) install tablets or tablet mounts; or (c) train Customer on how to self-install Devices or other hardware. Generally, VCN will require two to three weeks’ lead-time

to begin installations. Installer will follow generally accepted industry standards when performing Installation Services. Specific installation requests must be provided in advance by Customer in writing. Before proceeding with any Installation Service that involves more work than is standard and customary, VCN will advise and obtain Customer approval for additional fees to be charged for such non-standard installation. Customer shall be liable for a "no-show" charge at then-current standard rates per Vehicle in the event that (i) Customer, any Vehicle or delivered Device is not available or prepared for a scheduled installation, or (ii) a scheduled installation appointment is cancelled, or the installation location and/or time is changed, by Customer less than 24 hours prior to the previously agreed date and time. VCN's inability to install a Device in Customer Vehicles due to unavailability of Customer or relevant Vehicles shall not relieve Customer of its duty to pay any relevant fees pertaining to such Vehicle(s). Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring, and performing other similar alterations to the Vehicle and that VCN has no obligation to restore the Vehicle to its original state after removal of Devices. When Installation Services are completed, the installer will provide an installation log to Customer documenting any issues found.

4.2. **Self-Install of Devices:** In the event that installation or de-installation is carried out by Customer, Customer's employees, agents, representatives or nominated subcontractors ("Self-Install"), then Customer shall be responsible for compliance with all applicable laws related thereto and the proper installation of the Device. Non-powered Asset Vehicle Tracking Units that are part of VCF Solution require Customer to Self-Install. Customer acknowledges and understands that VCN will not be obligated in any way for the installation of any Self-Install Devices. VCN shall not be liable for any issues, losses or damages whatsoever in connection with the Self-Install of Devices, including without limitation, if Devices or Verizon Connect Services are not able to properly function, unless such damage has been caused by the negligent act or omission of VCN. For Self-Installed Devices, Customer shall be responsible for ensuring secure placement in or on the applicable Vehicle and for ongoing inspections for wear and tear and potential degradation.

4.3. **VCN Solutions:** For Devices, VCN or its Service Partners will install the Device in the applicable vehicle at a mutually agreed location, in accordance with its Installation Policy, located at https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf, as it may be amended from time to time.

5. TRAINING AND SUPPORT SERVICES

5.1. Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and Verizon Connect Services and will require such coordinator(s) to participate in training provided from time to time by VCN. This online training may be available at no additional charge to Customer.

5.2. **VCN Support Desk (Networkfleet):** During the time Customer is entitled to receive VCN Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions during VCN's regular working hours. Customer may call VCN or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@Verizonconnect.com for support services.

5.3 **VCT Support Desk (Gov Fleet):** During the time Customer is entitled to receive VCT Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN

Solutions Verizon Connect Services during VCN's regular working hours. Customer may call VCN or its designee at (800) 906-9316 or e-mail inquiries to fleet.govt@verizonconnect.com for support services.

5.4 **VCF Support Desk (Reveal):** During the time Customer is entitled to receive VCF Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions Verizon Connect Services during VCN's regular working hours. Customer may call VCN or its designee at 800-906-9545 or e-mail inquiries to reveal.govt@verizonconnect.com or support services.

6. CUSTOMER OBLIGATIONS

6.1. Customer agrees to use the Verizon Connect Services in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with VCN's Website Acceptable Use Policy (available at the VCN Website) and Verizon's Privacy Policy (available at www.verizon.com/privacy). Customer will provide notice to its Vehicle operators that the Vehicle has been enabled for use with a Verizon Connect Services, which collects data associated with the Vehicle's location and manner of operation.

6.2. Customer shall provide VCN with (i) all necessary cooperation in relation to this Agreement, (ii) all necessary and timely access to its premises and Vehicles to enable VCN to comply with its obligations in relation to the installation of the Devices, and (iii) all necessary access to such information as may be required by VCN in order to render the Verizon Connect Services.

6.3. Customer shall ensure that (i) only authorized users access the Verizon Connect Services, (ii) usernames and passwords are protected from unauthorized use, (iii) it immediately notifies VCN in respect of any suspected or actual breach of security, and (iv) its network and systems comply with the relevant specifications provided by VCN from time to time. Customer is responsible for all use of the Verizon Connect Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by Customer or someone else using its username and password. Customer is responsible for protecting and securing its username and password from unauthorized use.

6.4. Customer confirms that to the extent required under applicable law or regulation, that it shall provide notice to and receive consents from all its employees, contractors, agents and other authorized users of the Devices and Verizon Connect Services of: (a) the nature of the Verizon Connect Services, including for the collection of Vehicle Information (defined below), and, if applicable, any Video Content (as defined below in Section 17.3) and the anticipated use of any such information and content, which may include his or her personal data by the Customer and by VCN and its affiliates in connection thereto and (b) the collection, use and disclosure of such information and content as set out in this Agreement and in Verizon's Privacy Policy. In addition to the foregoing, the Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and Verizon Connect Services in compliance with the terms of this Agreement and any applicable law or regulation, including without limitation, local law provisions regarding remote employee monitoring and the recording, storage and use of Video Content.

7. LIMITED WARRANTY

7.1. VCN Solutions:

7.1.1 Devices: VCN warrants to Customer that VCN Devices (other than Asset Tracker Devices) provided by VCN will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for the greater of (i) three (3) years after shipment or (ii) such time as Customer has continuously paid for VCN Services. The VCN Device warranty will cease to be effective thereafter. For the avoidance of doubt, the warranty will not resume in the event Customer resumes VCN Services at a later date.

7.1.2 Asset Tracker Devices: VCN warrants to Customer that Asset Tracker Devices (excluding the battery) which have been purchased new from VCN by Customer will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Asset Tracker Device.

7.1.3 Accessories: VCN warrants to Customer that all accessories (including harnesses) which are purchased new from VCN by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

7.1.4 Installation Services:

7.1.4.1 Standard Warranty: VCN warrants to Customer that Installation Services provided by VCN or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such Installation Services.

7.1.4.2 Extended Warranty: In the event Customer purchases an extended installation warranty ("Limited Lifetime Warranty"), VCN warrants to Customer that such installation services shall be free from defects in workmanship associated with VCN's installation of the VCN Device pursuant to this Agreement during the period of coverage of the Limited Lifetime Warranty.

7.1.5 Additional Warranty Terms and Claims Process: Warranty claims must be made by notifying VCN in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in VCN's then-current applicable warranty policy located at https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf. Subject to Section 8 (Exclusions) below and the VCN's then-current applicable warranty policy, VCN will, at its discretion, either repair or replace any non-complying VCN Device with a VCN Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the VCN Device.

7.1.6 THE REMEDIES IN THIS SECTION 7.1 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 7.4 AND 8 BELOW AND ARE VCN'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY FOR A VCN SOLUTION.

7.2. VCT Solutions:

7.2.1 VCN warrants to Customer that a VCT Device purchased hereunder will be free from material defects in material and workmanship that prevent the VCT Device from functioning in accordance with its specifications for a period of twelve (12) months from shipment;

7.2.2 VCN warrants to Customer that the VCT Service will materially conform to the applicable user documentation provided with the VCT Service for the term of the order;

7.2.3 VCN warrants to Customer that Installation Services will be free from defects in workmanship for thirty (30) days from completion of such installation;

7.2.4 VCN will, at its discretion, repair or replace any VCT Device with a VCT Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. VCN will use commercially reasonable efforts to repair or replace the non-conforming VCT Service as a part of support and maintenance for the VCT Service;

7.2.5 THE REMEDIES IN THIS SECTION 7.2 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.4 AND 8 BELOW AND ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY FOR A VCT SOLUTION.

7.3 **VCF Solutions:**

7.3.1 **VCF Devices.** Subject to the exclusions in Section 7.4 below, VCN warrants that, for the applicable Service Term (the "Warranty Period"), the Devices will be free from defects in materials and workmanship and will substantially conform to the specifications for such Devices. If a VCF Device is defective within the Warranty Period, VCF will repair or replace it within a reasonable period using components or replacements that are new, or equivalent to new in accordance with industry standards and practice. Customer will provide VCF or its designated representatives reasonable access to Vehicles to effect such repairs or replacements.

7.3.2 THE ABOVE REMEDY ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.4 AND 8 BELOW AND SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER REMEDY AVAILABLE TO THE CUSTOMER AT LAW OR IN EQUITY IN RESPECT OF ANY DEFECTIVE VCF DEVICES.

7.4 **EXCLUSIONS:**

7.4.1 **VCN Solutions:** The Limited Warranty for VCN Solutions do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (a) installation not performed by VCN or its authorized subcontractors and/or failure to properly install the VCN Devices as described in the VCN installation guides (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper self-installation); (b) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (c) failure of the facilities Customer uses to access the VCN Website or failure to conform to VCN specifications; (d) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by VCN; or (e) use by Customer of hardware or software not provided or approved by VCN. Customer will be responsible for the cost of any support services provided by VCN resulting from any of the foregoing.

7.4.2 VCT Solutions: The Limited Warranty for VCT Solutions does not cover any VCT Device which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgement of VCN, or its supplier to affect its stability and reliability; (ii) has an accessory purchased from any entity other than VCN installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by VCN, VCT, or a Service Partner), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, VCN, or Service Partner; (v) has been subjected to operating or environmental conditions that deviate from the VCT Device's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The Limited Warranty for VCT Solutions does not extend to Map Data. Nothing will be construed as providing or intending to provide the Limited Warranty to a third party. The Limited Warranty will not apply if Customer has more than one On-Board Diagnostic System II device connected to an On-Board Diagnostic System port at a time. The Limited Warranty does not extend to any accessories (e.g. panic switch, ID button, cables, and other accessories purchased for use with location tracking units) or tablets, except that VCN will pass on to Customer any manufacturer warranty made available by manufacturer, if applicable. VCN does not warrant installations during any period (a) against abuse, misuse, modification, or unintended use; or (b) an installation which results in covering or otherwise concealing an antenna.

7.4.3 VCF Solutions: Under no circumstances shall VCN be liable to Customer or any third party for loss of use of any Vehicle when the VCF Devices is being repaired or replaced or for any indirect or consequential loss. VCF's obligation to repair or replace defective VCF Devices pursuant to Section 7.3 above does not apply to malfunctions resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized third party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damage caused by Customer, its agents, representatives or any third party outside VCF's control, or (iv) damage caused by the connection of the VCF Device to any third party products or software provided by the Customer.

7.4.4 Replacement Devices Not Covered by Warranty: If the Device and/or accessory is not eligible to be replaced at no charge pursuant to the warranty terms specified above, Customer will be charged the price specified in pricing information for any replacement Device and/or accessory shipped to Customer and Customer shall submit an Order for such replacement Device and/or accessory.

8. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN SECTION 7.1 ABOVE, NEITHER VCN NOR ITS AFFILIATES NOR THEIR SUPPLIERS MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES, THE INSTALLATION SERVICES AND THE VERIZON CONNECT SERVICES, INCLUDING MAPPING INFORMATION, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (SUCH AS HOURS OF SERVICE REPORTS), QUALITY, RELIABILITY, OR ACCURACY THEREOF. THE DEVICES AND VERIZON CONNECT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS". TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VCN AND ITS AFFILIATES DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, MAP DATA AND OTHER CONTENT FROM VCN OR ITS AFFILIATES TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE OR MEET THE CUSTOMER'S REQUIREMENTS. VCN AND ITS AFFILIATES MAKES NO WARRANTIES OF ANY KIND, AND HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WITH RESPECT TO THE CONTENT OF ANY THIRD PARTY INFORMATION WHICH IT MAY MAKE AVAILABLE TO THE CUSTOMER IN THE COURSE OF PROVIDING ONE OR MORE OF THE VERIZON CONNECT SERVICES. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VCN OR ITS AFFILIATES WILL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

9. FEES AND INVOICING TERMS – VCN SOLUTIONS & VCT SOLUTIONS

9.1. **FOR VCN SOLUTIONS:** Unless otherwise provided in an Accepted Order Form, or by written agreement between VCN and Customer:

9.1.1 **Unbundled Devices and Accessories:** Purchase prices and shipping fees are invoiced upon delivery of the VCN Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

9.1.2 **Unbundled VCN Service:** The applicable VCN Services fee associated with a Device begins at the time of activation of the Device and is invoiced monthly in arrears.

9.1.3 **VCN Bundled Devices and Services:** The monthly bundled rate for a VCN Device and VCN Service (includes Device, applicable accessory, VCN Services and ground shipping) is invoiced monthly and begins on the first of the month following the month in which the Device is shipped. Customer acknowledges that depending on the timing of the installation scheduling, invoicing for this VCN bundled Device and VCN Service may begin prior to the Device's installation and the start of the VCN Service. Once the VCN Service provided as part of the VCN bundled offering has started, the monthly bundled rate for a VCN Device and VCN Service shall be invoiced monthly in advance (e.g., the May 1 invoice shall cover the May 1-31 service period).

9.1.4 **Device Installation Fee:** If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. However, if the Limited Lifetime Warranty is purchased for a VCN Solution, then the monthly installation fee is invoiced upon applicable Device activation.

9.2. **FOR VCT SOLUTIONS:** Notwithstanding that VCN is the holder of this Sourcewell Contract #022217-NWF, the parties expressly agree that VCT (a VCN affiliate) will directly invoice Customer for all Fees associated with VCT Solutions pursuant to the terms of this Section 9 and as follows:

(a) for each Customer that places its first Accepted Order Form for any Verizon Connect Services after the August 4, 2020 revision date of this Exhibit C-1 (a "**New Customer**"), VCT will directly invoice New Customers for VCT Solutions as described in this Section 9 (excluding Section 9.1).

(b) for Customers that have purchased any Verizon Connect Services prior to the August 4, 2020

revision date of this Exhibit C-1 ("**Existing Customers**"), VCN will continue to invoice Existing Customers based on the previously applicable invoicing terms. For each Existing Customer that agrees in writing to direct invoicing by VCT, VCT will begin directly invoicing Existing Customers on or after September 1, 2020 for VCT Solutions being delivered under all active Accepted Orders Forms and any issued after this Exhibit C-1 becomes effective.

Unless otherwise provided in a written agreement between VCN and Customer:

9.2.1 Unbundled Devices and Accessories: Purchase prices and shipping fees are invoiced upon shipment of the VCT Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

9.2.2 Unbundled VCT Service: Fees for VCT Services that require products from VCT will begin the first day of the month following the earlier of: (a) installation of each product included on a purchase order or (b) one hundred twenty (120) days following the Order Effective Date. Fees for the Services that do not require product from VCT will begin the first day of the month following thirty (30) days from Order Effective Date or activation of the OEM data feed. The invoice will be monthly in arrears.

9.2.3. Device Installation Fee: If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services.

9.3 Customer will be invoiced monthly in accordance with the terms set forth in this Section 9. If Customer has elected to enter into an Authorization Agreement, payment of all fees will be made automatically via credit or debit card or ACH on the invoice date. Customer is responsible for providing updated payment authorizations if payment information changes and failure to do so may result in a suspension or termination of unpaid VCN Service or VCT Service.

9.4. All other Fees are due and payable as set forth in the Accepted Order Form.

9.5. Fees do not include applicable taxes and surcharges. VCN may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCN Solutions and VCT Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

9.6. Customer understands and agrees that the VCN Website contains functionality that allows Customer to make changes to Customer's account, including changes by Customer which may affect the monthly charges for the applicable Verizon Connect Services or other fees payable to VCN. Customer shall be responsible for all charges resulting from Customer's actions initiated through Customer's access to the VCN Website.

10. FEES AND INVOICING TERMS FOR VCF SOLUTIONS

10.1. Notwithstanding that VCN is the holder of Sourcewell Contract #022217-NWF, the parties expressly agree that VCF (a VCN affiliate) may directly invoice Customer for all Fees associated with VCF Solutions.

10.2. Unless otherwise provided in a written agreement between VCN and Customer:

10.2.1 Unbundled Devices and Accessories: Purchase prices and shipping fees are invoiced on the first day following the month of the delivery of the VCF Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

10.2.2 Unbundled VCF Service: The applicable VCF Services fee associated with a Device begins at the time of VCF Service is activated and is invoiced monthly in arrears.

10.2.3 VCF Bundled Devices and VCF Services (other than VCF Bundled Self-Installed Devices and VCF Services): The monthly bundled rate for a VCF Device and VCF Services (includes VCF Device, applicable accessory, VCF Services, initial Installation Service, and ground shipping) is invoiced monthly on the first of the month following the month of the VCF Bundle Start Date. The “**VCF Bundle Start Date**” is the earlier of (i) completion of the associated VCF Device installation; or (ii) the passage of ninety (90) days after the date of the Accepted Order Form regardless whether VCF has shipped the associated VCF Device. Fees begin on the VCF Bundle Start Date.

10.2.4 VCF Bundled Self-Install Devices and VCF Services: For those VCF Bundled Devices and VCF Services that are Self-Installed (“VCF Bundled Self-Installed Devices and Services”) as part of a VCF Solution (such as Non-Powered Asset Tracking units), the monthly bundled rate for a VCF Bundled Self-Installed Devices and Services is invoiced monthly on the first of the month following the month of the VCF Self-Install Bundle Start Date. The “**VCF Self-Install Bundle Start Date**” is the earlier of (i) completion of the associated VCF Device installation; or (ii) the passage of ninety (90) days after the date of the Accepted Order Form regardless whether VCF has shipped the associated VCF Device. Fees begin on the VCF Bundle Start Date.

10.2.5 Device Installation Fee: If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. For VCF Solutions, future de-installs, or reinstalls (or combined de-installs and reinstalls completed at the same time) will be billed at \$80 per Vehicle. Additional charges may apply if there are multiple installation locations or if more than one visit is necessary to complete the Installation Service.

10.3. All other Fees are due and payable as set forth in the Accepted Order Form.

10.4. Fees do not include applicable taxes and surcharges. VCF may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCF Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

11. TERM, SUSPENSION AND TERMINATION

11.1. Agreement Term: As related to each Accepted Order Form, the initial Agreement Term shall be for the term specified on the Accepted Order Form. Upon expiration of the initial Agreement Term, this Agreement will automatically renew for one-month periods until either party elects to terminate by providing written notice to the other party, or the Agreement is otherwise terminated, as set forth herein.

11.2. Service Term:

11.2.1 For VCN Solutions & VCT Solutions. The Service Term associated with each Device begins: (a) for non-bundled Devices upon activation; or (b) for bundled Devices upon the date on which the bundled Device is shipped. When the Service Term set forth in the Accepted Order Form expires, the Service Term shall continue on a month-to-month basis. Unless otherwise specified in the Accepted Order Form, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

11.2.2 For VCF Solutions. The Service Term for each Accepted Order Form shall be in effect for the period as specifically set forth on the Accepted Order Form. Unless otherwise specified in the Accepted Order Form, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

11.3. Termination: Either party may terminate its obligations pursuant to an Accepted Order Form by giving written notice to the other party: (a) immediately if the other party breaches its obligations under an Accepted Order Form or this Agreement and fails to cure such breach within ten (10) days after receipt of notice for payment breach or within thirty (30) days after receipt of notice for all other types of breaches (or such later date as may be specified in the notice); or (b) without cause with sixty (60) days' advance written notice, which may be subject to termination fees as set forth herein. If notice of breach is sent by VCN, during the notice or cure period VCN may suspend Customer's access to and use of the applicable Verizon Connect Services with respect to all Customer Devices, without incurring any liability whatsoever, until the breach is cured, and Customer shall remain liable for all applicable Fees while access and use are suspended.

11.4. VCN may terminate its obligations pursuant to an Accepted Order Form immediately and without limiting its other rights or remedies available at law or in equity if Customer breaches its obligations under an Accepted Order Form or this Agreement and was sent a prior notice of breach during the preceding twelve (12) months, such termination to be effective on the date specified in the notice or the date of the notice, if no effective date is specified.

11.5. Termination Fees:

11.5.1 For VCN Devices. VCN will charge an early termination fee for VCN Devices terminated by VCN pursuant to Section 11.3(a) or 11.4 above, or terminated by Customer pursuant to Section 11.3(b) above prior to the VCN Device being activated for at least the length of its applicable Device Contract Term in the amount of: (a) Ten Dollars (\$10.00) per month for each bundled Device (other than for a bundled Expressfleet Device) for the remainder of the Device Contract Term, or (b) Five Dollars (\$5.00) per month for each bundled Expressfleet Device for the remainder of the Device Contract Term.

11.5.2 For VCF Devices. VCN may charge, in its sole discretion, a Device recovery fee in the event Customer terminates the VCF Subscription and such termination is effective prior to the end of the initial 12-month period following delivery of the affected VCF Device.

11.6. If the obligations of either party pursuant to an Accepted Order Form are terminated for any reason in accordance with this Section 11 or any other reason, the Verizon Connect Services will terminate effective as of the date of the termination, Customer will pay to VCN any Fees for Devices received or Verizon Connect Services provided prior to the effective date of the termination and otherwise payable

hereunder, and the parties' respective rights and obligations under Sections 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, and 20 of this Agreement will survive.

12. INDEMNIFICATION

12.1. The party seeking indemnification pursuant to the associated Sourcewell Contract #022217-NWF shall: (a) provide the other party with prompt written notice of the claim; (b) allow the indemnifying party to control the defense and settlement of the claim, provided, however, that the indemnifying party shall not agree to any injunctive relief or settlement that obligates the indemnified party to perform any obligation make an admission of guilt, fault or culpability or incur any expense, without such indemnified party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying party.

13. LIMITATION OF LIABILITY

13.1. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VCN'S CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VCN UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF EITHER PARTY ARISING UNDER SECTION 12 (INDEMNIFICATION), SECTION 14 (CONFIDENTIALITY) AND/OR SECTION 15 (PROPRIETARY RIGHTS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

13.2. WITHOUT LIMITING THE FOREGOING, UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VCN, VCN IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VCN OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VCN CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VCN SERVICES.

13.3. CUSTOMER UNDERSTANDS AND AGREES THAT: (a) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VERIZON CONNECT SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH DATA CENTER(S) AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (b) THE VERIZON CONNECT SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT SERVICES ARE SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VCN DOES NOT CONTROL; AND (c) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

14. CONFIDENTIALITY

14.1. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure); or (d) consented to in writing by the Disclosing Party.

14.2. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

14.3. The provisions of this Section 14 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

15. PROPRIETARY RIGHTS

15.1. Customer acknowledges and agrees that the Devices and the Verizon Connect Services (including the components incorporated therein, such as hardware, software, data, websites and services) may include proprietary information and know-how, techniques, algorithms, processes, patent, copyright, trademark, service mark, trade secrets, or other intellectual property that are protected by and subject to intellectual property rights (collectively "**Proprietary Rights**") of VCN, its affiliates or the Service Partners (including, with respect to the VCN Website, materials that may be proprietary to Tele Atlas or its suppliers), and that VCN, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for VCN, its affiliates and/or the Service Partners to any aspect of the Verizon Connect Services (including the Devices), regardless of whether such items or services are created or suggested by Customer.

15.2. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Verizon Connect Services, or otherwise provided to Customer by or on behalf of VCN, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect Services to any third party for such a purpose.

15.3. Customer agrees that with respect to Verizon Connect Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect Services to any third party; (b) except with the express written consent of VCN, combine, embed or incorporate the Verizon Connect Services into any other product or service other than any Customer-owned or

developed interface for purposes of receiving the data feed delivered from the Devices; (c) remove or alter any proprietary notices in the Verizon Connect Services; (d) use the Verizon Connect Services in connection with the transmission, sale, license, or delivery of any infringing, competitive, defamatory, offensive, or illegal products, services, or materials; (e) use the Verizon Connect Services in any manner that threatens the integrity, performance, or availability of the Verizon Connect Service; or (f) use the Verizon Connect Service in any manner that violates local, state or federal laws, regulations or orders.

16. **MODIFICATIONS; WEBSITE MAINTENANCE**

16.1. VCN and its affiliates may alter or modify all or part of the Devices, the Verizon Connect Services and/or associated websites from time to time; provided that such alterations or modifications shall not materially adversely affect the intended use of the Verizon Connect Services. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. If such alterations or modifications in fact materially adversely affect such intended use, Customer may, as its sole and exclusive rights and remedy, elect to terminate this Agreement on thirty (30) days written notice to VCN. VCN reserves the right to perform scheduled maintenance for the Verizon Connect Services and its associated website(s) from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve unavailability of the Verizon Connect Services and/or its associated website(s).

17. **DATA**

17.1. **Collected Data:** In the course of providing the Verizon Connect Services, VCN or its affiliates may receive or collect spatial data or data relating to the Vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, tracking data, rate of travel, ignition on/off, idle time, number of stops, names and ID numbers of employees, addresses of customers, and other similar information ("**Collected Data**"). Customer represents and warrants that it has all necessary rights and authority with respect to the Collected Data. The collection, amalgamation, manipulation or recording of Collected Data may give rise to intellectual property rights including database rights, copyrights, rights in know-how and confidential information, design rights and other similar rights anywhere in the world ("**Vehicle IP**"). Customer acknowledges and agrees that as between Customer and VCN, VCN owns all Collected Data and Vehicle IP, including all rights in and to such Collected Data and Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) any rights it may have in any current and future Collected Data and Vehicle IP. Customer has the right to use any Collected Data and Vehicle IP provided to Customer as part of the Verizon Connect Services for its own internal business purposes.

17.2. **Video Content:** Collected Data shall not include any content recorded by cameras associated with the Integrated Video service ("**Video Content**"). The Video Content shall be owned by Customer, including all rights in and to such Video Content. Without limiting the generality of the foregoing, Customer acknowledges and agrees that VCN may review, analyze, manipulate, copy and modify the Video Content. VCN may also distribute reports, analyses and data based upon the Video Content; provided, however, that VCN agrees that it shall not disclose to any third parties any Video Content that specifically identifies Customer, or any of the drivers of Customer's Vehicles without Customer's prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Video

Content that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to VCN's affiliates or related companies, and/or (v) made to Service Partners for delivering services on behalf of VCN.

17.3. Use of Collected Data: Customer agrees that during and after termination of the Verizon Connect Services, (i) VCN may retain and use Collected Data for purposes of providing the Verizon Connect Services, and conducting research and development; (ii) VCN may share Collected Data with its affiliates, providers of Third Party Services and other third-parties providing services to VCN and its affiliates, subject to the obligation of confidentiality; (iii) VCN and its affiliates may disclose Collected Data if required under applicable law, regulation or court order; and (iv) VCN and its affiliates may use and share with third parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCN and its affiliates for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in Verizon's Privacy Policy (available at www.verizon.com/privacy). If Customer has provided consent, VCN may continue to receive and collect the Collected Data after the termination of the Verizon Connect Services for purposes of facilitating API Data Services, including Third Party Services (defined in Section 1 above), that are requested by Customer.

18. SERVICE PARTNERS

Nothing set forth in an Accepted Order Form or in this Agreement gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefore. Customer is not a third-party beneficiary of any agreement between or among VCN and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in this Agreement, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

19. EXPORT CONTROL

Customer understands and agrees that: (a) the software used in connection with the Service is controlled by U.S. export control laws; (b) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (c) Customer will abide by such laws; and (d) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

20. GENERAL

20.1. No amendment, change, modification or waiver to any provision of any Accepted Order Form or this Agreement will be binding unless signed by an authorized representative of each party.

20.2. The provisions of an Accepted Order Form, including without limitation, this Agreement, and any action related thereto will be governed and interpreted under the laws of the State of Delaware without giving effect to any conflicts of law principles to the contrary.

20.3. EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED IN SUCH MANNER. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

20.4. Except as otherwise expressly permitted in this Agreement, each party must deliver all notices or other communications required or permitted under an Accepted Order Form or this Agreement to the other party, in the case of VCN to Verizon Connect, One Verizon Way, Basking Ridge, New Jersey 07920, Attention: Legal Department; and in the case of Customer at the address listed on the signature page of the Accepted Order Form, by courier, by certified or registered mail (postage prepaid and return receipt requested), electronically with proof of receipt, or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

20.5. Customer may not assign, sublease, sublicense or in any way transfer or assign any of its rights and obligations under this Agreement without VCN's prior written consent, including by operation of law, change of control, merger or otherwise.

20.6. This Agreement, together with any Accepted Order Form and any documents or policies referred to herein or in an Accepted Order Form, constitutes the entire agreement between Customer and VCN with respect to the Verizon Connect Services and all related hardware, software and service components. The aforementioned shall prevail over all prior or contemporaneous oral and written communications or agreements between Customer and VCN. In the event of any conflict or inconsistency between the provisions of this Agreement, an Accepted Order Form, or any documents or policies referred to herein or in an Accepted Order Form, the parties agree that any such conflict or inconsistency shall be resolved first in favor of an Accepted Order Form, and next in favor of this Agreement. VCN will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement or an Accepted Order Form which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless VCN specifically agrees in writing.

20.7. Any waiver or failure to enforce any provision of this Agreement or an Accepted Order Form on one occasion will not be deemed a waiver of any such provision or any other provision on any other occasion.

20.8. In any arbitration, mediation or other legal action or proceeding to enforce any right or remedy under an Accepted Order Form or this Agreement, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding.

20.9. If any provision of an Accepted Order Form or this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Accepted Order Form and this Agreement will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

20.10. Customer agrees that the Verizon Connect Services may be provided by, and all related information (including Collected Data) accessed and/or stored by, resources located within and outside the United States and consents to such performance of services, including access and storage of information, from outside the United States.

21. **ORDER OF PRECEDENCE:** In the event of a conflict between provisions, the following order of precedence applies: (1) these additional terms and conditions as included in this Exhibit C-1; (2) VCN's proposal; (3) the RFP; and (4) documents attached to or incorporated by reference in the RFP.



SOURCEWELL PRICE LIST

VERIZON CONNECT NWF INC. (VCN) - PURCHASE SOLUTION			
NWF Platform			
PRODUCT NUMBER	HARDWARE COST	PURCHASE PRICE	UNIT
5500E4VL, or 5500N4VL, or 5500N3AS	5500 (GPS & Diagnostics) (order if no planned service activation is needed or for shelf stock)	\$ 85.00	EACH
5200E4VL, or 5200N4VL, or 5200N3AS	5200 (GPS) (order if no planned service activation is needed or for shelf stock)	\$ 85.00	EACH
1000N4VL or 1003N3AS	Asset Guard BX	\$ 150.00	EACH
1002N4VL	Asset Guard PW	\$ 150.00	EACH
PRODUCT NUMBER	MONTHLY SERVICE DESCRIPTION	PURCHASE PRICE	UNIT
MOH6100120	6100 (Expressfleet) Monthly Monitoring Fee (existing customers only)	\$ 13.86	MONTH / DEVICE
MOH5500120	5500 (GPS & Diagnostics) Monthly Monitoring Fee	\$ 19.00	MONTH / DEVICE
MOH5200120	5200 (GPS) Monthly Monitoring Fee	\$ 17.00	MONTH / DEVICE
PRODUCT NUMBER	MONTHLY SERVICE DESCRIPTION	PURCHASE PRICE	UNIT
SVC/HW-DIAG	Solution: 5500 (GPS & Diagnostics) Device & Monthly Monitoring Fee. (Includes 5500N4VL or 5500N3AS device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 19.00	MONTH / DEVICE
SVC/HW-EXT-DIAG	Solution: 5500 (GPS & Diagnostics) Device & Monthly Monitoring Fee. (Includes 5500E4VL device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 19.00	MONTH / DEVICE
SVC/HW-GPS	Solution: 5200 (GPS) Device & Monthly Monitoring Fee (Includes 5200N4VL or 5200N3AS device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 17.00	MONTH / DEVICE
SVC/HW-EXT-GPS	Solution: 5200 (GPS) Device & Monthly Monitoring Fee (Includes 5200E4VL device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 17.00	MONTH / DEVICE
MO AGBX120	AssetGuard BX Monthly Monitoring Fee	\$ 13.00	MONTH / DEVICE
MO AGPW120	AssetGuard PW Monthly Monitoring Fee	\$ 13.00	MONTH / DEVICE
CONNECTMS	CONNECT	\$ 2.95	MONTH / DEVICE
CUH5200060 or CUH5500060	60 Second Configurable Update Rate	NC	MONTH / DEVICE
CUH5200045 or CUH5500045	45 Second Configurable Update Rate	\$ 1.00	MONTH / DEVICE
CUH5200030 or CUH5500030	30 Second Configurable Update Rate	\$ 2.00	MONTH / DEVICE
CUH5200015 or CUH5500015	15 Second Configurable Update Rate	\$ 3.00	MONTH / DEVICE
SATMS	Satellite	\$ 34.95	MONTH / DEVICE
PRODUCT NUMBER	ACCESORY TYPE	PURCHASE PRICE	UNIT



PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	EACH
PARTS032	Combination Antenna A (Standard antenna)	\$ 30.00	EACH
PARTS040	Window Mount GPS Antennae Module	\$ 35.00	EACH
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	EACH
PARTS043	6 pin Harness	\$ 35.00	EACH
PARTS044	9 Pin Harness w/ square flange	\$ 35.00	EACH
PARTS045	9 Pin Harness w/ D mount	\$ 35.00	EACH
PARTS046	Universal Harness (5200)	\$ 10.00	EACH
PARTS057	Pelican Micro Case for 5200 with Universal Harness	\$ 74.95	EACH
A-PEM001	PEM Port Expansion Module	\$ 140.00	EACH
PARTS059	Quick Install Harness	\$ 10.00	EACH
PARTS060	Driver ID Reader	\$ 15.00	EACH
PARTS061	Driver ID Key	\$ 3.50	EACH
PARTS069	OBD Harness Extension	\$ 10.00	EACH
PARTS070	16-pin Heavy Duty Harness	\$ 35.00	EACH
PARTS071	Bluetooth Extension	No Charge	EACH
PARTS087	Driver ID Buzzer	\$ 20.00	EACH
PARTS090	Alternate Power Adaptor (5500/5200)	\$ 20.00	EACH
PARTS095	Driver ID Reader Adapter	\$ 30.00	EACH
PARTS097	5000 9-Pin Heavy Duty Harness "D" Type 2 (green)	\$ 35.00	EACH
PARTS098	5000 9-Pin Heavy Duty Harness "Square" Type 2 (green)	\$ 35.00	EACH
PARTS109	USM - OBD Harness Kit for 5000 (replaces PARTS047)	\$ 35.00	EACH
PARTS111	USM 9-PIN D MOUNT HARNESS TYPE 2 PINS F-G	\$ 35.00	EACH
PARTS112	USM 9-PIN SQUARE HARNESS TYPE 2 PINS F-G	\$ 35.00	EACH
DATA001	DATA Services (Web Services Setup Fee)	\$ 250.00	EACH
DATA002	DATA Services (Data Connect Setup Fee)	\$ 250.00	EACH
PRODUCT NUMBER	INSTALLATION TYPE	PURCHASE PRICE	UNIT
I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	EACH
I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	EACH
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	EACH
I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	EACH
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	EACH
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	EACH
I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	EACH
I-SWAP-UNIT	Device Swap	\$ 65.00	EACH
I-TRANSFER-UNIT	Device Transfer	\$ 65.00	EACH
I-REMOVAL-UNIT	Removal	\$ 65.00	EACH
I-NOSHOW-UNIT	No Show (Applies per trip if the installer makes the trip and the designated vehicle is not available)	\$ 75.00	TRIP
I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	EACH
TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	EACH



TRAINING-FULL	Full Day Installation Training	\$ 300.00	EACH
<p>(1) Configurable Update Rate: Notwithstanding the “Qty” (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer’s SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.</p> <p>(2) The above pricing does not include applicable taxes unless tax exempt. If Tax Exempt, provide State Tax Exempt form with the award to: NWFAccountSetup@verizonconnect.com. Shipping is now included in the fees above.</p> <p>(3) Verizon Connect’s additional terms and conditions apply to these products.</p> <p>(4) Product Numbers SVC/HW-DIAG, SVC/HW-EXT-DIAG, SVC/HW-GPS, and SVC/HW-EXT-GPS are for ordering purposes only. Hardware shipments may reference the applicable Networkfleet Hardware Product Numbers listed on the Sourcewell Price Sheet. Invoices: Pursuant to the applicable Order, Customer will receive a Monthly Service</p>			

A typical order placed under the purchase solution for fifty (50) vehicles would look as follows:

PRODUCT NUMBER	PRODUCT DESCRIPTION	PRICE PER UNIT	QTY	Monthly Price	TOTAL PRICE
PARTS043	6 pin Harness	\$35.00	50	One time	\$ 1,750.00
I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$65.00	50	One time	\$ 3,250.00
One-Time Purchase					\$ 5,000.00
SVC/HW-DIAG	Solution: 5500 (GPS & Diagnostics) Device & Monthly Monitoring Fee. (Includes 5500N4VL or 5500N3AS device and the associated service. 12 month service commitment. Must purchase harness separately if required).	\$19.00	50	\$950.00	\$ 11,400.00
Total Price for 12 months					\$16,400.00



VERIZON CONNECT NWF INC. (VCN) - BUNDLED SOLUTION NWF Platform			
PRODUCT NUMBER	HARDWARE / MONTHLY SERVICE	BUNDLED PRICE	UNIT
MOH6100120	6100 (Expressfleet) (Bundle - Includes Device (6100), PARTS093 if needed, and Monthly Service) (only for existing lines of service)	\$ 18.24	MONTH/DEVICE
MOH5500120	5500 (Bundle - Includes Device (5500E4VL, or 5500N4VL, or 5500N3AS), PARTS059 Harness, and Monthly Service)	\$ 23.00	MONTH/DEVICE
MOH5200120	5200 (Bundle - Includes Device (5200E4VL, or 5200N4VL, or 5200N3AS), PARTS046 Harness, and Monthly Service)	\$ 19.00	MONTH/DEVICE
MO_AGBX120	AssetGuard BX (device (1000N4VDMS or 1003N3AS), service & battery)	\$ 15.00	MONTH/DEVICE
MO_AGPW120	AssetGuard PW (device (1002N4VDMS), service & battery)	\$ 15.00	MONTH/DEVICE
NOTES: (1) The bundle option must be procured over a 36 month term.			
PRODUCT NUMBER	ADD-ON SERVICE ITEMS TO PRICE ABOVE	BUNDLED PRICE	UNIT
CONNECTMS	CONNECT	\$ 2.95	MONTH/DEVICE
CUH5200060 or CUH5500060	60 Second Configurable Update Rate	No Charge	MONTH/DEVICE
CUH5200045 or CUH5500045	45 Second Configurable Update Rate	\$ 1.00	MONTH/DEVICE
CUH5200030 or CUH5500030	30 Second Configurable Update Rate	\$ 2.00	MONTH/DEVICE
CUH5200015 or CUH5500015	15 Second Configurable Update Rate	\$ 3.00	MONTH/DEVICE
SATMS	Satellite	\$ 34.95	MONTH/DEVICE
PRODUCT NUMBER	ACCESORY TYPE	BUNDLED PRICE	UNIT
PARTS043	6 pin Harness	\$ 1.00	MONTH/DEVICE
PARTS044	9 Pin Harness w/ square flange	\$ 1.00	MONTH/DEVICE
PARTS045	9 Pin Harness w/ D mount	\$ 1.00	MONTH/DEVICE
PARTS046	Universal Harness (5200)	incl	MONTH/DEVICE
PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 4.00	MONTH/DEVICE
PARTS054	Garmin FMI Modified Cable	\$ 1.00	MONTH/DEVICE
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 2.00	MONTH/DEVICE
PARTS059	Quick Install Harness	incl	MONTH/DEVICE
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) (see Note (4))	\$ 2.00	MONTH/DEVICE
PARTS070	16-pin Heavy Duty Harness	\$ 1.00	MONTH/DEVICE
PARTS097	5000 9-Pin Heavy Duty Harness "D" Type 2 (green)	\$ 1.00	MONTH/DEVICE
PARTS098	5000 9-Pin Heavy Duty Harness "Square" Type 2 (green)	\$ 1.00	MONTH/DEVICE
PARTS109	USM - OBD Harness Kit for 5000 (replaces PARTS047)	\$ 1.00	MONTH/DEVICE
PARTS111	USM 9-PIN D MOUNT HARNESS TYPE 2 PINS F-G	\$ 1.00	MONTH/DEVICE
PARTS112	USM 9-PIN SQUARE HARNESS TYPE 2 PINS F-G	\$ 1.00	MONTH/DEVICE
A-PEM001	PEM Port Expansion Module	\$ 4.00	MONTH/DEVICE
D-DID-000-000	Driver ID hardware bundle (includes IDRA, reader and key)	\$ 1.00	MONTH/DEVICE
D-DID-000-INS	Driver ID hardware bundle with Limited Lifetime Install (includes IDRA, reader and key)	\$ 2.00	MONTH/DEVICE



Verizon Connect
Sourcewell, RFP #020221
Proposal Response
Rev 03/30/21



PRODUCT NUMBER	INSTALLATION TYPE	BUNDLED PRICE	UNIT
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$ 2.00	MONTH / DEVICE
D-INSTALL-AG	Limited Lifetime Base Installation (Asset Guard BX/PW)	\$ 2.00	MONTH / DEVICE
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SSEM	Limited Lifetime Add-On to Base Installation (SSEM)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$ 1.00	MONTH / DEVICE
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	\$ 1.00	MONTH / DEVICE
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	\$ 1.00	MONTH / DEVICE
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$ 1.00	MONTH / DEVICE
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$ 1.00	MONTH / DEVICE
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$ 1.00	MONTH / DEVICE

NOTES:
 (1) Configurable Update Rate: Notwithstanding the “Qty” (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer’s SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration
 (2) The above pricing includes shipping costs in the bundled solution, however, it does not include applicable taxes unless tax exempt. If Tax Exempt, provide State Tax Exempt form with the award to: NWFAccountSetup@verizonconnect.com
 (3) Verizon Connect’s additional terms and conditions apply to these products.

A typical order placed under the purchase solution for fifty (50) vehicles would look as follows:

PRODUCT NUMBER	PRODUCT DESCRIPTION	PRICE PER UNIT	QTY	Monthly Price	TOTAL PRICE
MOH5500120	Monthly Service	\$23.00	50	Monthly	\$1,150.00
5500N4VL	GPS & Diagnostics - Verizon	\$0.00	50	N/A	\$ 0.00
PARTS059	Quick Install Harness	\$0.00	50	N/A	\$ 0.00
CUR45SMS	45 Second Configurable Update Rate	\$ 1.00	50	Monthly	\$ 50.00
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$ 2.00	50	Monthly	\$ 100.00
		Price per Month for 36 Months			\$1,300.00
		Total Price for 36 months			\$46,800.00



VERIZON CONNECT TELO INC. (VCT) - PURCHASE SOLUTION			
Govt. Fleet Platform			
PRODUCT NUMBER	HARDWARE	PRICE	UNIT
FHW10001	Standard Equipment – Fleet (includes device and harness)	\$ 31.00	EACH
F39535	Xirgo6372	\$ 95.00	EACH
F39520	VT400	\$ 95.00	EACH
F39528	LMU3640- Verizon LTE	\$ 95.00	EACH
AHP10001	Standard Equipment - Asset Powered	\$ 95.00	EACH
ANP10001	Standard Equipment - Asset Non-Powered	\$ 95.00	EACH
VHW10011	Integrated Video Forward	\$145.00	EACH
SHW10002	Temperature Probe (single probe)	\$ 35.75	EACH
SHW10001	Panic Button	\$ 19.50	EACH
SHW10004	Accessory - Basic (cable)	\$ 30.00	EACH
SHW10006	PTO Kit	\$ 20.00	EACH
VHW10021	64GB SD Card	\$ 26.25	EACH
VHW10032	128GB SD Card	\$ 37.50	EACH
SHW10003	Specialized Equipment – Driver ID	\$ 17.33	EACH
F39330	Ibutton - Green Fob	\$ 0.81	EACH
F39332	Ibutton	\$ 3.22	EACH
F37511	6 Pin JPOD Y Cable	\$ 35.00	EACH
F37529A	JPOD Adapters HD Trucks with J1962 connector (version 2)	\$ 35.00	EACH
F37532-A	JPOD Low Profile Y Cable	\$ 35.00	EACH
F37576	Standard OBDII Y Cable	\$ 20.00	EACH
F37686	Threaded 9 Pin JPOD Y Cable (Black)	\$ 35.00	EACH
F39386	6 Pin JPOD Adapter (must be included with 6 Pin Cable)	\$ 10.00	EACH
F39472	Xirgo XT-6300 OBDII Harness	\$ 20.00	EACH
F39473	Green 9 Pin JPOD Y Cable	\$ 35.00	EACH
F39475	Xirgo XT-6300 Power Harness	\$ 20.00	EACH
F39479	Green Threaded 9 Pin JPOD Y Cable	\$ 35.00	EACH
F39488	XT-6300 Harness for P473 VN127 V227 U502 D398 P415 H567 models (Ford OE Spec)	\$ 35.00	EACH
F39489	XT-6300 Harness for P552 P558 CD391 P375 U502 Models (Ford OE Spec)	\$ 35.00	EACH
F39490	XT-6300 harness - Transit (Ford OE Spec)	\$ 35.00	EACH
F39491	XT-6300 harness - Transit Connect (Ford OE Spec)	\$ 35.00	EACH
F39500	VT-400 Green Threaded 9 Pin Cable	\$ 35.00	EACH
F39501	VT-400 Black 9 Pin Cable	\$ 35.00	EACH
F39502	VT-400 Black Threaded 9 Pin Cable	\$ 35.00	EACH
F39503	VT-400 Green 9 Pin Cable	\$ 35.00	EACH
F39504	VT-400 Light Duty Y Cable	\$ 35.00	EACH
F39506	22pin Molex EZ-Temp Install	\$ 10.00	EACH
F39507	Green Threaded 9 Pin Alternative Low Speed CAN Cable	\$ 35.00	EACH



F39522	LMU 3640 JPOD Adapter	\$ 10.00	EACH
F39524	LMU 3640 OBDII Y Cable	\$ 20.00	EACH
F39534	LMU 3640 Connectorized Harness	\$ 10.00	EACH
F70525	12V PTO Kit for LMU26xx/4xx (wires and relays)	\$ 6.07	EACH
F70738	LMU 4200 12V PTO Kit	\$ 20.00	EACH
F70770	LMU3640 12V PTO Kit	\$ 20.00	EACH
F70803	Xirgo XT-6300 12V PTO Kit	\$ 20.00	EACH
PRODUCT NUMBER	SOFTWARE SERVICE SUBSCRIPTION	PRICE	UNIT
FSS10001G	VCT Government Fleet Essential Subscription	\$ 17.60	Month/Device
FSS10002G	VCT Government Fleet Enhanced Subscription	\$ 19.10	Month/Device
FAS10003G	VCT Government Asset Subscription	\$ 13.20	Month/Device
SWA10016	API Add-On	\$ 1.99	Month/Device
WFS10001	Workforce Essential (mobile app. If ordered, quantity must be equal to the same quantity of Software Subscriptions ordered above) (Minimum 100)	\$ 10.00	Month/Device
WFS10002	Workforce Enhanced (Minimum 100)	\$ 35.00	Month/Device
VSS10010	Integrated Video Forward Facing Camera Subscription	\$ 19.00	Month/Device
SES10001	Panic Button Monthly Service	\$ 1.00	Month/Device
SES10002	Temperature Monitor Monthly Service	\$ 4.85	Month/Device
SWA10001	Compliance- ELD	\$ 4.95	Month/Device
SWA10002	Navigation	\$ 7.00	Month/Device
SWA10003	Coach	\$ 4.85	Month/Device
SWA10024	Roadside Assistance	\$ 3.00	Month/Device
PRODUCT NUMBER	INSTALLATION	PRICE	UNIT
SVC10002	Installation - Tablet Mount	\$ 48.43	EACH
SVC10003	Installation - Reefer Single Zone	\$145.29	EACH
SVC10005	Installation - Other Special Equipment	\$ 80.00	EACH
SVC10006	Installation - Out of Cab Sensor	\$ 80.00	EACH
SVC10001	Installation – Standard	\$ 80.00	EACH
SVC10004	Dual Zone Installation	\$145.29	EACH
SVC10010	Deinstall/Reinstalls	\$145.29	EACH
SVC10008	Aftermarket to OEM license swap fee	\$ 0.00	EACH
PRODUCT NUMBER	TRAINING	PRICE	UNIT
F29750	Onsite Software Training (Travel Fees Included)	\$3,500.00	EACH
F50540	Installation Onsite training (includes travel)	\$2,500.00	EACH
(1) Taxes (if applicable) are in addition to the costs above.			
(2) Verizon Connect’s additional terms and conditions apply to these products.			



VERIZON CONNECT FLEET USA LLC (VCF) - PURCHASE SOLUTION Reveal Platform			
PRODUCT NUMBER	HARDWARE & SERVICE	PRICE	UNIT
Vehicle Tracking Subscription	Vehicle Tracking Subscription - Includes Reveal device, cable, and monthly software subscription.	\$ 17.45	Month/Device
Vehicle Tracking Subscription – EZ	Vehicle Tracking Subscription - Includes Reveal device, cable, and monthly software subscription	\$ 17.45	Month/Device
Powered Asset Tracking Solution	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a hard wired device. Includes device, wires, and monthly software subscription.	\$ 10.95	Month/Device
Non Powered Asset Tracking Solution	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a battery powered device with 4G technology: Hardware device and monthly software subscription included.	\$ 8.95	Month/Device
Integrated Video Forward Facing Camera	Integrated Video Forward Facing Camera hardware and monthly software application. VTU service is required.	\$ 23.45	Month/Device
Integrated Video Driver Facing Camera	Integrated Video Driver Facing Camera hardware and monthly software application. Vehicle Tracking Subscription and Integrated Video Forward Facing Camera service is required. Minimum 64GB Camera memory expansion card Add on required (sold separately).	\$ 5.00	Month/Device
PRODUCT NUMBER	ADD ONS	PRICE	UNIT
Driver ID Subscription	Driver ID Subscription – Initial order includes Driver ID hardware and 3 key fobs	\$ 0.00	Month/Device
128GB Upgrade Subscription	128GB Camera memory expansion card	\$ 2.00	Month/Device
64GB Upgrade Subscription	64GB Camera memory expansion card	\$ 1.00	Month/Device
Driving Style Subscription	VTS feature – Driving Style Subscription	\$ 0.00	Month/Device
Engine Connect Data Subscription	VTS software feature – Engine Connect Data Subscription	\$ 0.00	Month/Device
Established Third Party Subscription	Established Third Party Subscription (API)	\$ 1.00	Month/Device
Field Service Dispatch Subscription	Software subscription allows you to quickly view the location of your techs/vehicles., monitor job progress in real time, while easily dispatching to available workers and/or dispatchers	\$ 14.95	Month/Device
Fuel Card Integration Subscription	Fuel Card Integration Subscription	\$ 0.00	Month/Device
Log Book Subscription – For Android and iOS, Mixed fleet and ECM compatible	Logbook helps you stay compliant with the FMCSA and manage your drivers' hours by combining necessary vehicle data with driver status from the Verizon Connect Android or iOS-based mobile application.	\$ 4.95	Month/Device
Panic Button Subscription	VTS Software - Panic Button Subscription, includes hardware	\$ 1.00	Month/Device
Reveal Navigation	Mobile software app - Keep drivers safe by ensuring they travel on permitted roads only, avoiding restrictions like low bridges or tunnels all while providing up-to-date routes to avoid major accidents, construction and road closings.	\$ 7.00	Month/Device
Roadside Assistance Subscription	Roadside Assistance Subscription - Applies to all Vehicle Tracking Subscriptions.	\$ 3.00	Month/Device
Standard Integration Subscription	Standard Integration product access to all connected base APIs	\$ 0.00	Month/Device



PTO/Digital Input Subscription	A monthly surcharge for sensor monitoring per VTS or Asset Tracker	\$ 0.00	Month/Device
PRODUCT NUMBER	HARDWARE REPLACEMENT FEES	PRICE	UNIT
Asset Battery Replacement (Meridien Devices)	Asset Battery Replacement	\$ 29.50	EACH
Key Fob ID	Key Fob ID	\$ 2.50	EACH
Vehicle Tracking HW Replacement	Cellular Hardware Device and Cable required for Vehicle Tracking Subscription	\$145.00	EACH
Powered Asset HW Replacement	Cellular Hardware Device and Cable required for Asset Tracking Subscription	\$ 95.00	EACH
Non Powered Asset HW Replacement	Cellular Hardware Device replacement for Asset Tracking Subscription	\$ 95.00	EACH
Integrated Video Forward Facing HW Replacement	Forward Facing Camera unit hardware replacement fee	\$ 345.00	EACH
Cable Replacement (Stand alone)	Cable only replacement	\$ 30.00	EACH
Add on features HW Replacement	(Driver ID, Panic Button, Integrated Video Driver Facing Camera)	\$ 45.00	EACH
Installation (or De-/Re-)	A one time fee for sending a professional installer onsite to reinstall, deinstall, or troubleshoot equipment	\$ 80.00	Month/Device
(1) Taxes (if applicable) are in addition to the costs above.			
(2) Verizon Connect's additional terms and conditions apply to these products.			

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Verizon Connect NWF Inc., 9868 Scranton Road, San Diego, CA 92121 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts located in the United States (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Vendor will only offer products and services to Participating Entities located in the United States.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Additional Terms and Conditions. To the extent that the Additional Terms and Conditions conflicts with the Contract, as between the Vendor and Participating Entity the Additional Terms and Conditions will govern. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Item Purchased Description;
- Item Purchased Price; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") subject to compliance with Vendor policies and guidelines as determined by Vendor in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising or marketing with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance as follows:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: In compliance with the statutory requirements of the state(s) of operation.

Employer's Liability Insurance:

Limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

- \$3,000,000 each occurrence Bodily Injury and Property Damage
- \$3,000,000 Personal and Advertising Injury
- \$4,000,000 aggregate for Products-Completed operations
- \$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form or equivalent.

Limits:

- \$3,000,000 each accident, combined single limit

4. *Telecommunications, Media & Technology Errors and Omissions, including Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain Telecommunications, Media & Technology Errors & Omissions insurance

including network security and privacy liability. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$4,000,000 each claim and aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Within 15 days of expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative of the insurer(s) issuing such insurance.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured as their interest may appear under this Agreement under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Vendor, and products and completed operations of Vendor. The policy provision(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives its right of subrogation under workers' compensation and must require (by endorsement or otherwise) its workers' compensation insurer to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation insurance policy. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or, any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Buy American Act. Vendor will work in good faith to address Participating Entity concerns.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

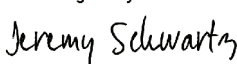
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Solid Waste Disposal Act.

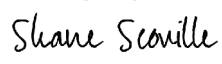
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

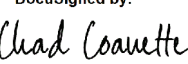
Sourcewell

Verizon Connect NWF Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/24/2021 | 2:12 PM CDT
Date: _____

DocuSigned by:

By: 8852D3ACAB3C4C1...
Shane Scoville
Title: Vice President Global Sales
3/25/2021 | 11:15 AM EDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
3/25/2021 | 10:16 AM CDT
Date: _____

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Verizon Connect NWF Inc.
Does your company conduct business under any other name? If yes, please state: CA
Address: 9868 SCRANTON RD.
SAN DIEGO, California 92121
Contact: Marchand Clark-Hawkins
Email: marchand.clark-hawkins@verizonconnect.com
Phone: 858-401-3103
HST#: 33-0872319

Submission Details

Created On: Monday January 11, 2021 11:17:27
Submitted On: Tuesday February 02, 2021 14:57:58
Submitted By: Marchand Clark-Hawkins
Email: marchand.clark-hawkins@verizonconnect.com
Transaction #: eec18894-6748-4ffe-a12c-751fec8b3bcc
Submitter's IP Address: 163.116.132.118

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	1. Verizon Connect NWF Inc. 2. Verizon Connect Telo Inc. 3. Verizon Connect Fleet USA LLC
2	Proposer Address:	1. 9868 Scranton Road, San Diego, CA 92121 2. 15505 Sand Canyon, Irvine, CA 92618 3. 5055 North Point Parkway, Alpharetta, GA 30022
3	Proposer website address:	www.verizonconnect.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shane Scoville Vice President Global Sales shane.scoville@verizonconnect.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marchand Clark-Hawkins Consultant - Contract Management 9868 Scranton Road, San Diego, CA 92121 marchand.clark-hawkins@verizonconnect.com (858) 401-3103
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Ellmore Managing Partner, North East Government Sales chris.ellmore@verizonconnect.com (617) 352-6607

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 2016, Verizon brought together three powerful brands to service the needs of business fleets – Telogis, Fleetmatics, and Networkfleet. These three brands became Verizon Connect in 2018. Our legacy companies were founded in 2001 (Telogis), 2004 (Fleetmatics), and 1999 (Verizon Networkfleet). Verizon Connect is a subsidiary of Verizon Communications Inc., an industry leader in wireless services.</p> <p>Our full suite of industry-defining solutions and services put innovation, automation and connected data to work for customers and help them be safer, more efficient and more productive. With more than 3,500 dedicated employees in 15 countries, we deliver leading mobile technology platforms and solutions.</p> <p>Our mission To be a business partner to provide an end-to-end solution that helps businesses attain data-driven operational control.</p> <p>Our purpose Guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world.</p> <p>Our promise Together, we're redefining how life moves by helping people see clearly, act intelligently and go with confidence.</p> <p>See clearly. We help people see, understand and anticipate what's happening in their world with real-time data tracking, analysis and reporting.</p> <p>Act intelligently. We help people make clear and informed decisions, backed by facts and evidence, so they can take appropriate action.</p> <p>Go with confidence. We take the guesswork out of what's happening and what lies ahead to support our customers and keep them moving forward.</p>	*
8	What are your company's expectations in the event of an award?	Expectations regarding award of this event include working in co-operation with Sourcewell to provide Verizon Connect customers competitive, government-based pricing under the terms and conditions provided by Sourcewell. This will allow Verizon Connect to be better positioned to support the needs of government, educational and non-profit customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Verizon Connect is a subsidiary of Verizon Communications, one of the world's largest providers of wireless communications services. Verizon's 2019 Annual Operating Revenue was \$131.9 Billion. Information regarding our financial solvency can be found within our Annual Reports and SEC filings via the provided URL: https://www.verizon.com/about/investors/financial-reporting .	*
10	What is your US market share for the solutions that you are proposing?	Verizon Connect's Market Share for North America is 14.15%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Verizon Connect's Market Share for North America is 14.15%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Verizon has not petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Verizon Connect is a service provider of web-enabled, cloud-based telematics solutions. With presence in 15 countries, Verizon Connect employs 3500 professionals. Our company is structured as a direct to customer organization. We do have a network of subcontracting partners who assist us with the professional installation of telematics units.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no required licenses or certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or debarment to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Verizon Connect's industry Awards and Recognition can be viewed on our company's website: https://www.verizonconnect.com/clients-and-results/	*
17	What percentage of your sales are to the governmental sector in the past three years	Verizon Connect manages relationships with over 80,000 customers globally. Of those approximately 80,000 customers, 4,500 are classified as customers in the Government sector (6%).	*
18	What percentage of your sales are to the education sector in the past three years	Verizon Connect manages relationships with over 80,000 customer globally. Of those approximately 80,000 customers, 931 are classified as customers within the education sector. (1%).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Verizon Connect currently provides pricing, terms and conditions under Sourcewell contract number 022217-NWF https://www.sourcewell-mn.gov/cooperative-purchasing/022217-nwf . The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Verizon Connect NWF holds GSA contract number GS-07F-5559R and three piggy-back agreements off of the aforementioned GSA contract with the states of Delaware, New Mexico and New York. The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Rhode Island Tunnel and Bridge Authority	Kyle Benoit kbenoit@ritba.org	401-465-1878	*
Township of Lakewood	Patrick Donnelly Email: pdonnelly@lakewoodnj.gov	732-364-2500 extension 5200	*
Texas Department of Transportation	Robert White Email: robert.r.white@txdot.gov	512-467-5905	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York State Department of Transportation	Government	New York - NY	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	8000 units	\$3,100,000
Georgia Department of Transportation	Government	Georgia - GA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	3500 units	\$2,100,000
City and County of San Francisco	Government	California - CA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	2000 units	\$1,200,000
Orange County Public Works	Government	California - CA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	1700 units	\$1,100,000
Colorado Department of Transportation	Government	Colorado - CO	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	1850 units	\$1,100,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 110 Sales professionals supporting government and commercial customers.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p>
24	Dealer network or other distribution methods.	There are no deal networks or distribution partners to note for the outlined telematics services. For our Government customers, sales are managed as direct to customer through Verizon Connect's internal sales channels.

25	Service force.	<p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 70 Customer Service professionals.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p>
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26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Verizon Connect NWF Inc. (Networkfleet) The Networkfleet platform includes robust online support tools including help resources, a training center, and online installation support. Live and on-demand video training is available within the platform, along with user guides and video tutorials providing a quick and convenient way to learn basic functions of the application.</p> <p>Our Customer Care team is cross-trained to assist you in resolving any technical-related issues that may arise. Customers can contact Customer Care directly from the platform as well as by phone and email. Our professionally trained team is available to assist you Monday through Friday from 5 AM to 7 PM PST and Saturdays from 7 AM to 2 PM PST.</p> <p>All customer calls and emails are assigned a case number. Customer Care representatives will troubleshoot the issue for immediate resolution or escalate the issue to the appropriate department if needed. Our engineers are ready to assist Customer Care with any unresolved issues and questions. Issues are followed through to final resolution with the customer.</p> <p>Verizon Connect Telo Inc. (Fleet for Government) For our Fleet platform, Customers can access support 24/7 directly from the platform, via email, and via telephone. We deliver support in multiple languages, including English and Spanish. Three distinct support tiers are available to you for ongoing technical and operational support:</p> <ol style="list-style-type: none"> 1. Basic Support is included in your monthly software subscription fee and provides you with an average response time of within one (1) business day, unlimited cases and 24/7 live phone support. 2. Premier Support provides you with an average response time of within four (4) business hours, unlimited cases, 24/7 live phone support, a priority phone queue, an assigned support account manager and technical lead, a quarterly health check and developer support (additional fees apply). 3. Premier Administration provides you with designated support resources for administrator services, an average response time within four (4) business hours, unlimited cases, 24/7 live phone support, 24/7 emergency support, a priority phone queue, an assigned support account manager and technical lead, a monthly health check and developer support (additional fees apply). <p>Verizon Connect Fleet USA LLC (Reveal) Live customer support is available 24/7. Support is also available by emailing reveal.support@verizonconnect.com. Additional Help resources are available anytime within the platform to assist you with the tool.</p> <p>Our Customer Support Team provides you with the following support:</p> <ul style="list-style-type: none"> • Resolving or directing general inquiries • Assisting with 'how to' answers • Acting as the conduit for product enhancement suggestions • Reconfiguring firmware or units • Diagnosing units Over-the-Air (OTA) • Establishing potential fault within the unit • Scheduling an engineer visit when required, including placing service calls to remedy device issues or remove/re-install devices • Scheduling additional trainings • Diagnosing and triaging product-oriented issues through proprietary software to easily identify root causes and remediate issues quickly <p>We use a world-class CRM to track all inquiries and support cases with a two-tier escalation process. If the Customer Support team is unable to resolve the issue, it will be escalated to our Application Support team, who works directly with our developers to resolve any product issues. This allows us to stay in constant contact with our customers to ensure proper communication, timely updates and quick issue resolution.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Verizon Connect is currently a provider of Sourcwell pricing to the government and public sector in the United States. The only limitations we would have in providing products and pricing under Sourcwell's pricing, terms and conditions would be those restrictions set upon us by our customers.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Verizon Connect has presence in 15 countries. There are no restrictions to provide products and services in the United States. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Verizon Connect has presence in 15 countries. There are no geographic areas in the United States that cannot be supported. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Verizon Connect is able to fully support all government and public sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are contract restrictions for participating entities in Hawaii, Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Verizon Connect will continue to promote the partnership with Sourcewell through multi-channel campaigns, including via email, digital and social. In addition, Verizon Connect will ensure all marketing materials relevant to Sourcewell, are up to date and utilized by our sales force.</p> <p>Examples include:</p> <ul style="list-style-type: none"> · Landing Page: https://www.verizonconnect.com/partner/sourcewell/ · Sales Collateral: Reveal for Government – Sourcewell brochure · Example press release: https://www.verizonconnect.com/company/news/verizon-connect-reveal-is-now-available-for-government-customers-through-sourcewell/ 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Verizon Connect utilizes advanced marketing technology, such as metadata and Google Analytics to support and optimize a strong key work and search engine optimization strategy. From a social media standpoint, Verizon Connect utilizes multiple social media channels to speak to specific segments of our audience and enhance our marketing effectiveness. For example, Facebook is utilized to reinforce and showcase the benefits of our solutions, as this social media platform typically consists of our end-users (drivers). LinkedIn consists of business decision makers, therefore, we market our solutions to emphasize how they contribute to improved business efficiency, cost-effectiveness and increased ROI. Finally, we utilize Twitter to reinforce the larger Verizon Business Group, providing information "blasts" to communicate our brand's strength and image, as well as provide information to our customers in real-time.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP is to provide fair, competitive pricing for services to government entities, non-profits and public sector customers. Sourcewell offers customers cost savings on equipment and services, as well as favorable contractual terms and conditions, which allow customers to run their entities more cost-effectively and efficiently.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Verizon Connect does not support e-procurement of services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Verizon Connect provides several methods for training. Specific training is available for managers, drivers and platform administrators.</p> <p>Methods of available training include:</p> <ol style="list-style-type: none"> 1) Classroom instructor-led training - Permits the best concentration and learning 2) Web-based instructor-led training - Up to 200 students may participate and attend from anywhere 3) Online self-paced training - Available 24/7 from anywhere users have an internet connection <p>Regularly scheduled live web training is available to all users and is included in your monthly fee. Users can track completion of training as well as competence and understanding using knowledge checks through the online training portal.</p> <p>Each type of training meets the same objectives. We recommend an onsite classroom training engagement for a core set of individuals for the initial launch. Verizon Connect also offers train-the-trainer training if desired. Customized training is also available for a tailored approach to the customer's specialized needs or requirements.</p> <p>Verizon Connect believes acceptance and internalization of new system introductions is best achieved with a partnership between Verizon Connect and our customers.</p> <p>Verizon Connect also offers hardware installation and maintenance training. This training is typically delivered during vehicle hardware installations to allow for technicians at local facilities to go through the necessary ramp-up and knowledge transfer. This empowers local technicians to be able to assist with future installations or reinstallations. You may also decide to have your trained technicians assume some of the installation responsibility to lower the overall project costs.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Verizon Connect employs over 1,000 professionals dedicated to Research and Development. Verizon Connect reviews and implements upgrades that support optimal utilization of our telematics services. With a research and development budget that exceeds the revenues of many of our competitors, we are committed to growing the capabilities of our offerings and leveraging new technologies. We are continually updating and developing current and future products. Our product roadmap starts with our customers, and leverages customer surveys, interviews, field studies and user tests to meet the ever-growing needs of our customers.</p> <p>Users recognize us for our ongoing updates and innovation, and we are excited to bring market-leading enhancements in the following areas in 2021:</p> <ul style="list-style-type: none"> • Continued extension of our telematics core to meet the needs of today's mobile workforce, including continued investments in field service management, asset tracking and compliance • Improvements in usability and simplicity of the user experience (UX) for mobile applications and platform solutions • Continued innovation around our popular dashcam solution, Verizon Connect Integrated Video, helping fleet operators see exactly what's happening on the road in near real time to mitigate risk and coach drivers • Further integration with and support of Electric Vehicle data • The integration of "Smart" technologies which leverage 5G capabilities • Investments in Artificial Intelligence capabilities to aide customers in discovery of important information when processing big data • Accelerated development of 'machine learning' capabilities and tools that allow us to provide deeper data insights for our customers into areas that drive value for their business. • Increased development of integration capabilities that make it easier to connect telematics and mobile applications to back-office applications • Ongoing investments in backend infrastructure to meet the needs of growing companies for industry-leading stability, security and scalability
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Today, as 5G technology ushers in the Fourth Industrial Revolution, our focus on environmental sustainability and social responsibility has sharpened, and our commitment has accelerated. As we fulfill our corporate purpose to create the networks that move the world forward, we are taking bold steps toward reducing our environmental footprint, ensuring that our technology benefits everyone and employing our assets to tackle the world's biggest challenges.</p> <p>Our ESG strategy is to effectively govern and manage the environmental and social risks and opportunities that arise from our core business strategy. We believe that we will create long-term value for our shareholders by extending our network leadership through continued innovation for the benefit of both our company and society at large. We aim to provide our customers with best-in-class experiences while fostering a culture based on integrity and respect.</p> <p>For more information on our Sustainability efforts, please see the Corporate Responsibility Sustainability website at: http://www.verizon.com/about/responsibility/sustainability.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no third-party eco-labels, ratings or certifications to share.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Verizon Connect is not a WMBE, Small Business, or Veteran-Owned Organization. This requirement is not applicable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Verizon Connect is guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world. We ensure that the things our customers care about most – from people and vehicles to equipment and data – run smoothly and flow seamlessly.</p> <p>Our full suite of industry-defining fleet and workforce management solutions and services put innovation, automation and connected data to work for customers and help them be safer, smarter, more efficient and more compliant.</p> <p>Some of the things that make Verizon Connect a leader in the telematics industry include:</p> <ul style="list-style-type: none"> - Services that are available from anywhere, at anytime - Backed by a global leader in wireless communications, Verizon Wireless - A scalable platform that is flexible and able to grow as our customer's businesses grow - 1000 professionals dedicated to research and development, providing customer's the most innovative and efficient ways to utilize our services - First to 5G technology - Seamless integration with our customer's existing business and software solutions, through API and Data Connect services - Customized implementation and training plans, based on each customer's specific needs - Global, always available customer support - Dedicated Customer Support Team, trained to be a subject matter expert to all of our customer's growth and development needs 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no restrictions. Verizon Connect provides a web-enabled, cloud-based solution which can be accessed via any supported web browser or mobile device (via mobile app). With presence in 15 countries globally, Verizon Connect has no limitations to providing support in those areas that we provide services. Additionally, Verizon Connect utilizes a network of subcontractors to provide professional installation (if required by customer) of telematics devices. Assignment of subcontractors are managed based on location to customer and timeline based on customer's requirements.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Verizon Connect has a robust portfolio of OEM agreements, connecting more vehicles and equipment over-the-air without ever touching the vehicle. OEM partnerships mean vehicles are ready to use from day one with factory warranty coverage and allow for online activation without any need to take the vehicle or equipment out of use for installation.	*
47	What are your proposed exchange and return programs and policies?	Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days.	*
48	Describe any service contract options for the items included in your proposal.	There are no service contracts related to the proposed services. The proposed services are provided as cloud-based, web enabled services. All maintenance is managed behind the scenes without interruption to the end-user's utilization of services. Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days. For some hardware options, there is no warranty needed as the hardware and replacements are included in the monthly cost. Other hardware options provide hardware warranty for one (1) year with options for extended warranties.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Verizon Connects Payment Terms are Net 30.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Customers purchase telematics hardware units to be installed within the customer's vehicle (hardware can be leased upon request. Lease pricing can be provided based on number of units). Thereafter, a monthly subscription fee is paid to access GPS tracking and Diagnostics data.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Customer's providing an electronic signature as part of completing a Verizon Connect electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer's acceptance of the terms of the Sourcewell Contract, including Verizon Connect's additional terms and conditions. If a Customer does not agree to the Sourcewell Contract, including Verizon Connect's additional terms and conditions, the Customer may not order such products or services. If there is a conflict between the terms of a Customer's Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.</p> <p>Customers may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without Verizon Connect's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmission to the Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by Verizon Connect, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.</p> <p>Under our current Sourcewell contract, all Verizon Connect sales are captured under the Sourcewell contract number to make reporting seamless. Our Finance department is able to easily determine any and all sales made under the contract for all three platforms.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Verizon Connect does currently support Procurement Card payment. There are no additional fees imposed by Verizon Connect for use a P-card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing for Verizon Connect telematics services (includes Verizon Connect NWF Inc., Verizon Connect Telo Inc., and Verizon Connect Fleet USA LLC) includes the following: - A one-time fee to purchase telematics hardware unit (units can be leased if required) - A monthly subscription fee to access GPS and diagnostics data - A one-time fee for professional installation (customer can opt to manage installation internally)
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The prices offered to Sourcewell for the three product platforms are being discounted between 0.36% and 100% from the standard Commercial Price List. Verizon Connect will also offer further discounts to our customers guaranteed quantity orders of 2,000+ units for hardware. The pricing offered for the products is in line and consistent with those currently provided by Verizon Connect and other vendors offering similar products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Tiered pricing can be provided based on the number of units purchased by the customer. Price reductions will be provided when customer achieves the next level of outlined unit volume, purchased.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Verizon Connect does not have a process or method in place to facilitate "sourced" products and/or services.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation is an optional service, as our customers may utilize self-installation via their internal, organizational technicians. Verizon Connect has relationships with numerous, certified installation partners that can assist our customers should they prefer their telematics units to be professionally installed. Installers are assigned based on close proximity to the customer's location, timeline required by the customer and the number of units and locations that require installation. The cost of installation services may be found in our proposed Price List. For the Networkfleet and Fleet for Government platform's professional installation is charged as a one-time fee and it is charged for installation and de-installation of devices. For our Reveal platform, professional installation is included in the the monthly service charge for the platform. Should the customer opt to self-install their devices, the customer's monthly fee would be lower than if they were to choose professional installation.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not Applicable. Shipping is included in the price of unit.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable. Shipping is included in the price of the unit.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The proposed platforms are provided as web-enabled, cloud-based services and are available at any time, from any supported web browser or mobile device. During initial implementation, units are shipped to installation locations and installed professionally by certified Verizon Connect partner companies (if required by customer), or may be installed internally by the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see our proposed Sourcewell pricing attached in this response.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Verizon Connect has a tracking report that is managed and reviewed for every government, public sector and non-profit opportunity that is managed. Metrics tracked include customers that are proposed/offered pricing, terms and conditions under the Sourcewell contract, revenue based on sales, solution which is priced under agreement.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Under Verizon Connect's current contract with Sourcewell, Verizon Connect currently pays Sourcewell 1 1/2% of total sales under the Sourcewell contract, quarterly.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see the attached document, providing a comprehensive overview of Verizon Connect's Fleet, Reveal and Networkfleet platforms.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within the support platforms, Verizon Connect provides the following tools and add-on solutions:</p> <p>Verizon Connect Fleet The Fleet platform provides the following:</p> <ul style="list-style-type: none"> • Verizon Connect Fleet. Delivers real-time location, full engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard, including full fleet metrics, maintenance scheduling, instant alerts and reports. • Verizon Connect Assets. Integrates your powered and non-powered assets with your vehicles and aggregates data for one view of your entire fleet. • Verizon Connect Video. Dash cam smart video footage is available within minutes. View harsh driving events with event classifications, along with speed overlay and video on demand, right from your desktop or mobile device. • Verizon Connect Workforce. Offers mobile workers a tool to plan jobs, track performance and manage reporting with customizable planning and performance tools. • Verizon Connect Compliance. Incorporates powerful Hours of Service (HOS) management features and a complete E-DVIR solution to automate compliance processes and reduce your administrative workload. • Verizon Mobile Apps. <ul style="list-style-type: none"> o Verizon Connect Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet's companion app. o Verizon Connect Navigation. An advanced, truck-restricted navigation companion with a large moving map and an easy-to-use touch screen interface. o Verizon Connect Coach. Drivers have direct access to driving KPIs, which help ensure safe driving, on-time performance and route compliance, with productivity metrics and leaderboards to support peer comparison. <p>Verizon Connect Reveal The Reveal platform includes:</p> <ul style="list-style-type: none"> • Verizon Connect Reveal. Real-time location and driver safety metrics on one dashboard. Includes full fleet metrics, maintenance scheduling, geofencing, instant alerts and detailed reports. • Verizon Connect Driving Style. Improve driver behavior, increase safety, and lower insurance costs with a comprehensive view of drivers including alerting, reporting, and our proprietary safety scoring. • Verizon Connect Video. View road-facing and driver-facing dash cam smart video footage in minutes in the office or out in the field to see harsh driving events with event classifications and speed overlay, along with on demand video footage. • Verizon Connect LogBook. Stay compliant with regulations by conducting roadside inspections for DVIR reports, and track Hours of Service (HOS) for continued compliance. • Verizon Connect Mobile Apps.

- o Verizon Connect Reveal Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Reveal's companion mobile app.
- o Verizon Connect Reveal Driver. Enables route dispatching to driver, the ability to view driver scorecards, confirm new driver vehicle assignments, and more.
- o Verizon Connect Navigation. Performs as an advanced, truck restricted navigation companion, with a large moving map format and a simple-to-use touch screen interface.
- o Verizon Connect Reveal Map. Gives quick access to all vehicles and drivers in one map with vehicle status and search capabilities.
- o Verizon Connect Reveal Field. Allows easy management of vehicles, technicians, and jobs for simple scheduling and dispatch with the online Scheduler and immediate job status updates and details with the mobile app.

Verizon Connect Networkfleet

Networkfleet includes:

- Networkfleet 5500 Series. Real-time location, engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard with full fleet metrics, maintenance scheduling, alerts, reports and roadside assistance.
- Networkfleet 5200 Series. Real-time GPS tracking and status for all assets on one dashboard with full fleet metrics, alerts, reports and roadside assistance.
- Networkfleet Asset Guard. Location and status of your fixed, movable, powered, or non-powered assets, integrated with your vehicle fleet for a single view on one map.
- Networkfleet Mobile Apps.
 - o Networkfleet Manager. Real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet for Government's companion mobile app.
 - o Networkfleet Driver. Digital Forms to eliminate paperwork in the field and remotely sync with the platform.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect offers a leading cloud-based mobile workforce management platform that connects your business and helps you make better data-driven decisions. . Our innovative technology leads the market, and provides the latest features to help you make smart data-driven decisions. Our fleet and workforce management solutions are intuitive and designed to be easy to use and maintain. The comprehensive platform is reliable and provides a trusted daily tool that locates and optimizes your resources for any size fleet.</p> <p>Our Fleet Management capabilities support</p> <ul style="list-style-type: none"> the management of the location, status and health of your vehicles the overseeing vehicle and equipment utilization An increase in productivity and efficiency <p>Our Workforce Management capabilities support:</p> <ul style="list-style-type: none"> the management of the location, status and well-being of your mobile workers the monitoring of workday progress and activities the promotion of safety and security <p>Verizon Connect delivers real-time insight into your daily operations. We partner with our customers to identify and integrate the specific technologies that are appropriate for their operational needs and deliver targeted end-to-end solutions with modular designs and open architectures. This comprehensive platform approach is tailored to fully accomplish your goals and deliver measurable benefits and ROI.</p>
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect's GPS tracking units are installed within the vehicle's cab, underneath the vehicle's dashboard. Information is taken directly from the vehicle's engine, allowing location and diagnostics data to be transmitted through the cloud and available via the user's web browser (Chrome, Edge, Firefox and Internet Explorer, or via Android and iOS Apple devices through mobile app.</p>
68	Fleet related software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Verizon Connect's telematics solutions are provided as web-enabled, cloud-based solutions. No software is required to utilize Verizon Connect's telematics platforms.</p>
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please see the provided 'Verizon Connect Solution Overview' included as an attachment to this response. Information is providing regarding fleet monitoring, asset tracking and geofence capabilities for all participating platforms.</p>
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Devices can be transferred between multiple vehicles and vehicles can be assigned to more than one driver. Additionally, can use the digital driver ID, via Verizon Connect Fleet's mobile WorkPlan app or key fob, for each driver within your fleet. This will inform you who is behind the wheel of a vehicle and if a vehicle has changed drivers throughout the day.</p> <p>Customers can easily configure their telematics platform to match their organizational structure with hierarchy capabilities.</p> <p>Verizon Connect's solutions allow you to use fleet and teams to create custom groups of people or vehicles, as well as support the sharing of vehicles amongst multiple drivers.</p>
71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect's Fleet and Reveal platforms provide integrated video capabilities. A comprehensive overview of the platforms' integrated video capabilities are provided within the 'Verizon Connect Solution Overview' included as an attachment to this response.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Verizon Connect tracks the number of government, public and non-profit entities that submit RFx request. Metrics that are tracked include:</p> <ul style="list-style-type: none"> - Company - Number of Units - Government Co-operative Pricing (yes/no) - Solution proposed under Sourcewell pricing - Potential Monthly and Annual Revenue - Win (yes/no)
73	Describe your approach to data privacy in regard to your proposed solution(s).	<p>Maintaining the privacy of our customers is extremely important to Verizon Connect. Our official Privacy Policy can be found on our website at www.verizon.com/about/privacy/privacy-policy-summary.</p> <p>Verizon Connect utilizes the following processes to protect sensitive data:</p> <ul style="list-style-type: none"> • Maintaining a Verizon Code of Conduct for Verizon Connect employees (available to the public on our website at www.verizon.com/about/our-company/code-conduct) which requires compliance with information security policies and procedures. • Using contractual and other measures to obtain third party suppliers' compliance with appropriate information security requirements, such as Verizon's baseline security requirements for suppliers, our Supplier Code of Conduct, and other materials. • Providing physical security controls for each computer room, data center, and similar facilities that may contain sensitive information. • Providing technical and other controls protecting sensitive information stored in Internal Systems, consistent with Verizon Connect's information security policies and procedures. • Complying with applicable laws and regulations related to protecting sensitive information stored by Verizon Connect.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shane Scoville, Vice President - Global Sales, Verizon Connect NWF Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1

Lower Macungie

TOWNSHIP

EST. 1832

3400 Brookside Road, Macungie, PA 18062
Phone: 610-966-4343 | Fax: 610-965-3654

July 14, 2022

Board of Commissioners
3400 Brookside Road
Macungie, PA 18062

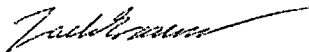
Dear Board of Commissioners:

RE: Sewage Facilities Planning Module Review
DEP Code No.: 2-39912233-3
Property Located at 4541 Indian Creek Rd, Macungie, PA 18062

Staff has concluded their review of the module entitled “4541 Indian Creek Road” prepared by Ott Consulting Inc., dated July 13, 2022. I, Zach Graves, Water Resources Specialist, certify that the submittal is complete and includes all of the necessary items for transmittal to DEP.

If and when the module is adopted, it will be submitted to DEP for approval as a revision to the “Official Sewage Facilities Plan” of the Township. If anyone has any questions or concerns, please direct them to my attention.

Sincerely,



Zach Graves, SEO
Water Resources Specialist

cc: Nathan Jones, Director of Planning/Community Development

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (~~SUPERVISORS~~) (COMMISSIONERS) (~~COUNCILMEN~~) of Lower Macungie Township
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), Lehigh COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS Barry Plarr has proposed the development of a parcel of land identified as
land developer

4541 Indian Creek Road, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

WHEREAS, Lower Macungie Township finds that the subdivision described in the attached
municipality

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

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

I _____, Secretary, _____

(Signature) Commissioners

Township Board of ~~Supervisors~~ (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # N/A, adopted, _____, 20 _____.

Municipal Address:

3400 Brookside Road

Macungie PA 18062

Telephone 610-966-4343

Seal of

Governing Body

OTT CONSULTING INC.

CIVIL ENGINEERS · SURVEYORS · LANDSCAPE ARCHITECTS

JEFFREY L. OTT, P.E., M.B.A., S.E.O.
REYNOLD E. PETRE, P.L.S.
JASON W. BUCHTA, R.L.A., ASLA
J. MICHAEL PRESTON, P.E.
DOMENICK DIPAULO, P.E., M.S.C.E.
DEVON J. CANTREL, P.E.

LEHIGH VALLEY OFFICE

P.O. BOX 386
EMMAUS, PA 18049

TELEPHONE (610) 928-4690
FAX (610) 928-4695
WEBSITE: WWW.OTTENG.COM
EMAIL: INFO@OTTENG.COM

PROJECT NARRATIVE FOR

4541 INDIAN CREEK ROAD, LOWER MACUNGIE TOWNSHIP

COMPONENT 3 SEWAGE FACILITIES PLANNING MODULE
PADEP Code # 2-39001200-3

Barry Plarr
351 South 7th Street
Emmaus, PA 18049

Date: March 11, 2022
Prepared by: Jeffrey L. Ott, P.E.
PA License No. PE044775E
PLAR 2101

INTRODUCTION

Barry Plarr is proposing a sewer connection for the existing single-family dwelling at 4541 Indian Creek Road in Lower Macungie Township, Lehigh County, Pennsylvania. The approximately 0.4-acre lot is located on the western side of Indian Creek Road and is primarily bordered by single-family homes.

The dwelling is currently served by an on-lot septic system. The flow for the lot is 1 EDU.

Sewage disposal method will be provided via a connection to an existing public sewer main in Indian Creek Road and through the WLSR sewer system. The discharge is ultimately treated at the Kline's Island WWTP located in Allentown Pennsylvania.

ALTERNATIVE SEWAGE FACILITIES ANALYSIS

The existing on-lot septic system is nearly 50 years old, and there is not enough adequate space on the parcel to build a new modern on-lot septic system. Therefore, connection to the existing public sewage system is the only alternative considered.

The proposed method of sewage disposal will be a permanent gravity sewer connection.

WATERSHED IMPACTS

The proposed method of sewage disposal is public sewer. The sewage flows will be treated at the Allentown Sewage Treatment Plant. The Treatment Plant discharges into the Lehigh River. The Lehigh River is tributary to the Delaware River. At this location, the Lehigh River designated use is Warm Water Fish, Migratory Fish (WWF, MF). The Lehigh River is listed as Impaired at this location.

ALTERNATIVE SEWAGE FACILITIES ANALYSIS

1. The chosen sewage disposal system method is public sewer and is the ultimate disposal system method for this project.
2. The adjacent land uses to the project are primarily residential. The adjacent parcels utilize public sewer.
3. These adjacent sewage facilities are not in need of improvement.
4. The sewage disposal method indicated for the development area in the municipality's Official Sewage Facilities Plan is public sewer.
5. There are no new sewage management programs proposed for this project.
6. Public sewers are available in the area.
7. The use of public sewer is consistent with the Act 537 Plan.
8. The Township owns the sewer collection system and is responsible for the operation and maintenance of these facilities.
9. Multiple alternatives are considered during the process of determining the proposed method of sewage disposal for the project. Public sewers are available in the area and are consistent with the Act 537 Plan for the Township. The lot is not suitable for on-lot sewage disposal systems or Individual Residential Spray Irrigation Systems (IRSIS) based upon isolation distance requirements from potential absorption areas and spray field locations.

Renea Flexer

From: Jim & Dottie Windt <[REDACTED]>
Sent: Wednesday, June 15, 2022 4:12 PM
To: Renea Flexer
Subject: Parks and Recreation Board

Renea,

I am writing to inform the Lower Macungie Township Board of Commissioners of my intention to resign from the Parks and Recreation Board, effective June 16, 2022.

I want to wish the Parks and Recreation Board continued success.

I want to thank the Lower Macungie Township Board of Commissioners for the opportunity to serve our community over the past years. We had a very conscientious group of members over the years. It was my pleasure to serve the township in this manner.

Sincerely,

James F. Windt (Jim)

June 15, 2022

Dear Board of Commissioners of Lower Macungie Township,

The purpose of this letter is to inform you of my resignation from my position as a member of the Board of Parks and Recreation. When I volunteered to be a member of the Board, I had hopes of being able to improve the parks experiences for community members, learn about the processes of local government, and advocate on behalf of residents as to what programs and/or facilities they would like to have in the township and provide general feedback from residents.

The pandemic certainly impacted the ability to fully serve on the Board and meet my expectations of what I hoped to gain from the experience. As concerns regarding the pandemic have improved and time has progressed, the Board of Parks and Recreation continues to lack agenda items and, therefore, does not meet. At this time, I am pursuing other volunteer opportunities.

I wish the other members of the Board of Parks and Recreation the best and appreciate the opportunity to have served on the Board.

Sincerely,

Amy Shannon/s/

TO: the Board of Commissioners and Officials of Lower Macungie Township

DATE: July 6, 2022

QUOTED FROM THE LMT WEBSITE:

Due to safety concerns for larger vehicles (buses, fire trucks, delivery trucks etc.), and as a courtesy to the residents, street-side tree trimming is done routinely by the Public Works Department. This service also permits the proper maintenance of roads. Many things such as weather conditions and volume can affect the scheduled pruning. To reduce the frequency of pruning, trees are generally pruned beyond the curb or, in some cases, to the edge of the right-of-way or tree trunk, maintaining a minimum clearance of 12 to 14 feet above the road surface. If you have concerns about township personnel performing this tree trimming service, you may trim street trees yourself or have a professional landscaper perform the work for you.

I would like to inform everyone in LMT that this write up is not correct. The Public Works Department does not PRUNE trees. Instead they use a mowing type device, raised and 90 degrees from the normal grass mowing position, to chip or rip off the offending branches. This is also not 'tree trimming'. Please see the photos below which show the remains of the trees branches, and the debris on the ground. No notice was given to the homeowner that this task was being performed on a certain or approximate date, so a proper assessment could be made of the offensive branches and a proper pruning could be done/arranged by the homeowner. Instead this 13 foot circumference tree, approximately 200 years old was left with open and frayed ends of branches providing an easy entry point for insects and disease. This tree pre-dates my ownership, my lifetime and yours, and likely the establishment of the township (1832). Unfortunately, when the acreage of the farm was subdivided, the right of way likely was increased so the tree now lies within the right of way of the township. Preserving it should be a goal of both Township and Homeowner, however this recent scalping indicates otherwise.

Please consider this a plea to review your practices with the Township Arborist and to notify homeowners of impending work.

Elizabeth Kane, 2996 Macungie Road





This photo will show how ineffective this method of shearing is. This is the only branch debris from the one linden and dozen or so hemlock trees. the remainder of the debris was chipped wood scattered over the road and my walk.



Renea Flexer

From: Kelley Huber
Sent: Tuesday, July 12, 2022 8:54 AM
To: Renea Flexer
Subject: FW: Tree Trimming

Kelley Huber

Administrative Assistant
Department of Public Works
Lower Macungie Township
610.966.4343 x117

LMT Residents: Sign up for "CivicReady" to receive automatic notifications!

From: Dennis Hinkel <DHinkel@lowermac.com>
Sent: Friday, July 8, 2022 3:52 PM
To: Donna Fowler <DFowler@lowermac.com>; Kelley Huber <KHuber@lowermac.com>
Subject: FW: Tree Trimming

From: Dennis Hinkel <>
Sent: Friday, July 8, 2022 3:47 PM
To: [REDACTED]
Subject: Tree Trimming

Good afternoon Mrs. Kane,

Thank you for your email. I previously had a conversation with your husband, George, to explain the situation. Unfortunately, we cannot notify residents of impending clearing as it is done when time and scheduling permits. Homeowners are expected to trim back any growth which is or could be impeding the right of way.

We appreciate your recommendation to clarify this for our Residents and we have updated our website to more fully explain the difference between Street tree trimming and Roadside Clearing in the Right of Way.

Thank you,

Dennis J. Hinkel



Dennis J Hinkel
Director of Public Works – Roads/Sewers
3400 Brookside Rd
Macungie, Pa 18062
Phone 610-966-4343
Web www.lowermac.com

1150 Kressler Road
Allentown, PA 18103
July 11, 2022

Board of Commissioners
Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

Subject: Request for Bus & Truck Limitations on Kressler Road

Township Commissioners:

I request that buses and large trucks be banned from Kressler Road, which is a residential township road. Houses line both sides and people still walk and ride bikes on the road. This would alleviate some of the ever growing traffic on what is now a busy commercial corridor into the Lehigh Valley Hospital Complex on Cedar Crest Boulevard.

Buses are included in this request since LANTA buses now travel down Kressler Road every hour during the day. At the end of June 2022, LANTA changed the routing of their bus 102, to stop at the Wescosville Park and Ride then proceed down Kressler Road to East Texas Road into Lehigh Valley Hospital. See the included pages for June 2022 LANTA Service Changes from their website, highlighting route 102 (also included is the full map and schedule for route 102).

I moved to Kressler Road at the corner of Hillview Road in June of 1991 assuming it was a residential street. Ever since that date, there has been a continuous increase in traffic mainly due to the always expanding Lehigh Valley Hospital. Non-emergency ambulances from the start were heavy users of the road. I see more commercial delivery trucks and now the regular LANTA buses. At rush hour, the commuter traffic is especially heavy from the hospital. With this traffic, the intersection of Kressler and Hillview Roads continues to have accidents despite the addition of the 4 way stop signs.

I am aware that this is a township road which has to be maintained by township funds. Essentially, the residents are supporting heavy traffic wear on a road for external users.

Thank you for your attention to my request.

Respectfully,



Jeffrey J. Waltemyer

Effective July 1, 2022, ATC Platform A will be temporarily relocated to 6th St., due to construction. [Click here for an updated guide.](#)

x

[Publications & Disclosures](#)

[Civil Rights & ADA](#)

[COVID-19](#)

[Routes & Schedules](#)

[Service Information](#)

[Fares and Applicat](#)



[Publications & Disclosures](#)

[Civil Rights &](#)

COV

June 2022 Service Changes

[Home](#) / [June 2022 Service Changes](#)

This years June Service changes will complete the first phase in the Enhanced Bus Service / Moving LANTA Forward bus study. EBS buildout is a multi-phase program. June will mark the completion of "Phase 2". At this point we will start referring to the Blue and Green Lines as EBS, but please note that we are be no measure "complete" in building out the EBS system. Look out for future improvements and service expansions on these lines.

This change does mark the completion of a two-year Comprehensive Operational Analysis, realigning the network to better connect with EBS lines and new developments across the region. Thank you for your patience and understanding as we work to build a system that better connects the Lehigh Valley with faster, more frequent and more reliable transit service.

See how it all connects with the new [System Map](#)

Effective July 1, 2022, ATC Platform A will be temporarily relocated to 6th St., due to construction. Click here for an updated guide. x

Publications & Disclosures

Civil Rights & ADA

COVID-19

Please note any changes or routes not mentioned will not have any changes this June.

NEW EBS Route 100: Green Line

Route 100 is the introduction of the Green Line Enhanced Bus Service that operates from Wind Creek Casino to Whitehall Central (Walmart) in Whitehall service Enhanced Bus Stops only. Route 100 will be extended to serve MacArthur Towne Centre (Aldi, At Home) on nights and Weekends when Route 211 is not operating.

[Timetable](#) | [Map](#)

Route 102: Union Blvd Local

Route 102 will have 4 alignment adjustments: In Southside Bethlehem, route will shift from 2nd St to 3rd St to serve the new Southside Station at 3rd and Fillmore. In Bethlehem service will be shifted from Union to West Broad St between Pennsylvania and BTC, following the 100 & 101 alignment but stopping at all local stops. In Allentown, service will be shifted from 4th St to 6th Northbound and 7th Southbound in route to ATC. Further west the 102 will be introducing a westbound loop serving Wescosville Park & Ride, before approaching the West Lot stop at LVHN. After serving LVHN, the route will serve Cedar Crest Professional Park before expressing up Cedar Crest Blvd to layover at Weis Cedar Crest. Eastbound service will begin at Weis. Riders of the loop will have to get off the bus at Weis. They can wait for the EB trip, or transfer to Route 101 or 501.

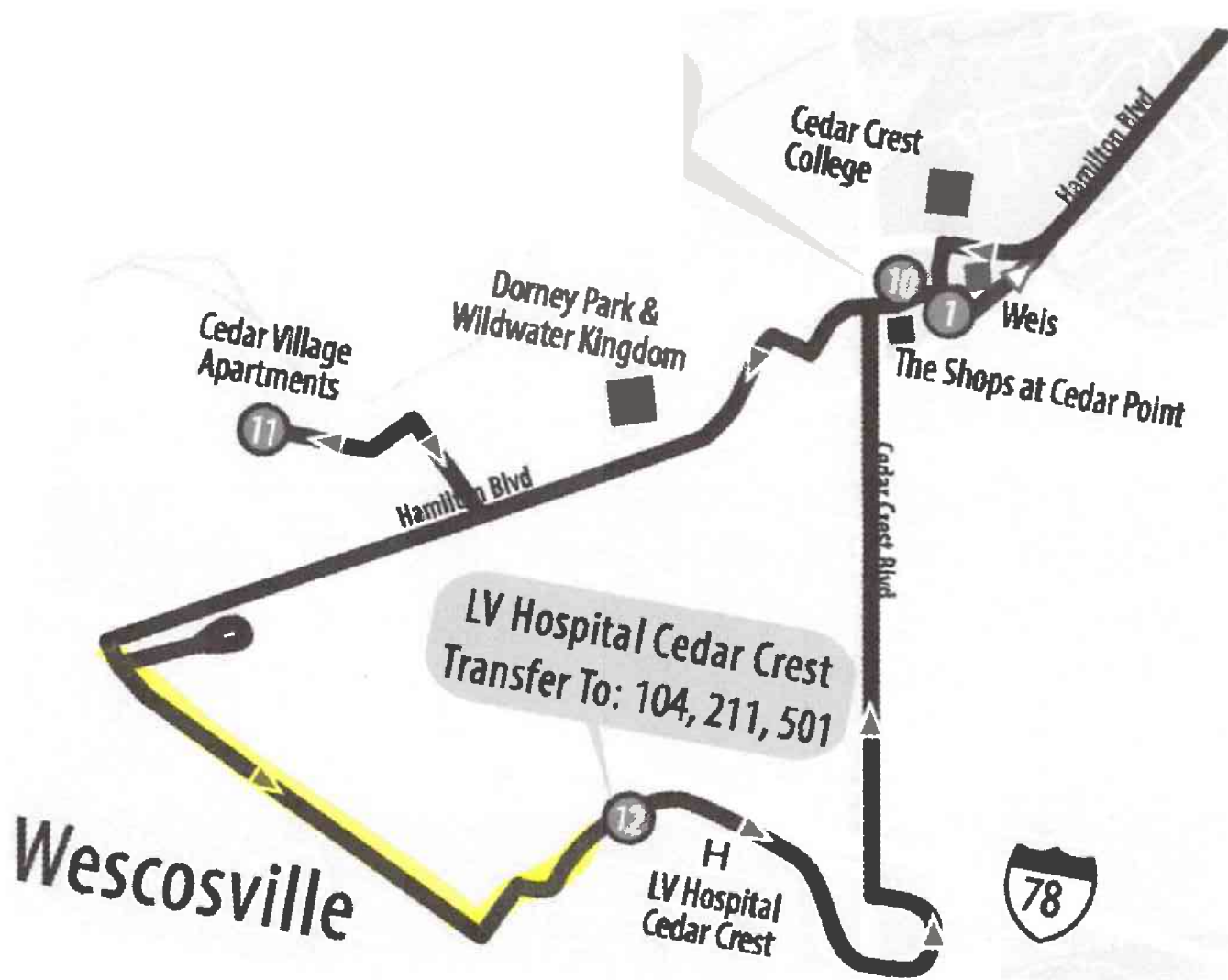
[Timetable](#) | [Map](#)


Route 103: Susquehanna St – Northampton

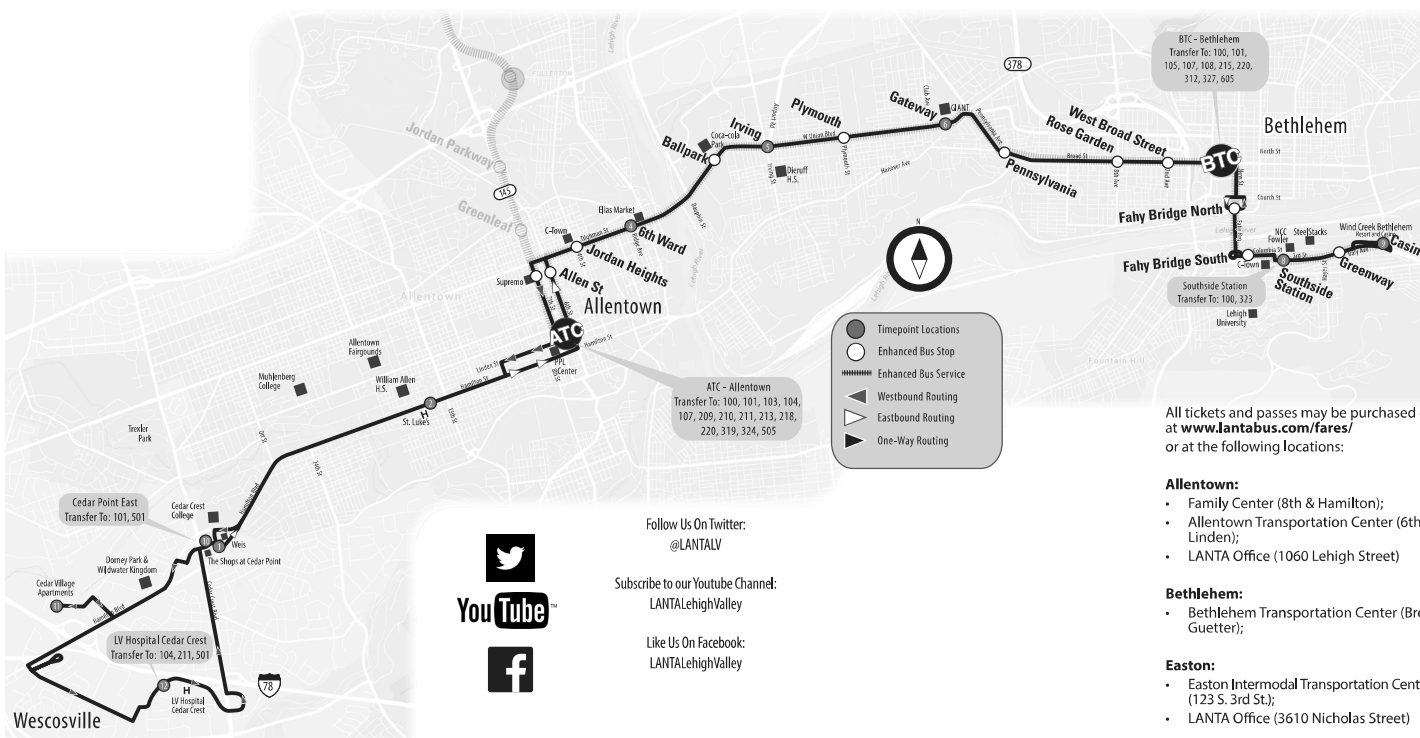
Route 103 will have 2 realignments, in Allentown the alignment will change to 4th St, Linden St, and Hamilton streets. With service removed from Greenleaf between 4th and 7th streets. In Whitehall the realignment will serve Whitehall Central (Walmart) and Whitehall Square (Redner's) on all trips.

[Timetable](#) | [Map](#)

LANTA BUS 102 New Route Map - Western Detail



 New route on Kressler Road



ATC - Allentown
 Transfer To: 100, 101, 103, 104, 107, 209, 210, 211, 213, 218, 220, 319, 324, 505

BTC - Bethlehem
 Transfer To: 100, 101, 105, 107, 108, 215, 220, 312, 327, 605

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 @LANTALV

Subscribe to our Youtube Channel:
 LANTALehighValley

Like Us On Facebook:
 LANTALehighValley



LANTA Bus Fares	
	Effective 06/11/18
One-Way Ride Children 5 and under ride free with a fare-paying adult.	\$2.00
Day Pass Unlimited rides all day	\$4.00
10-Ride Ticket	\$16.00
31-Day Pass Good for 31 days after first use	\$60.00
Annual Pass	\$660.00
Transfers Can be purchased when paying fare. Transfers are good for 2 hours from time of purchase and can only be used to complete a one-way trip	\$0.25

All tickets and passes may be purchased online at www.lantabus.com/fares/ or at the following locations:

- Allentown:**
- Family Center (8th & Hamilton);
 - Allentown Transportation Center (6th & Linden);
 - LANTA Office (1060 Lehigh Street)
- Bethlehem:**
- Bethlehem Transportation Center (Broad & Guetter);
- Easton:**
- Easton Intermodal Transportation Center (123 S. 3rd St.);
 - LANTA Office (3610 Nicholas Street)

All above fare products may be purchased on LANTA buses or at LANTA bus sales outlets. Please see the listing on this page or visit lantabus.com or call 888-253-8333 for locations.

Day Passes and 31-Day Passes are non-transferable.

Senior Citizens (65+) may ride LANTA Bus FREE any time. The PennDOT Senior Citizen ID can be used as proof of eligibility.

Persons with disabilities may purchase a Day Pass for \$1 from the LANTA bus operator.

Please see lantabus.com or call 888-253-8333 for applications for Reduced Fare or Senior ID cards.

ROUTE 102

Union Blvd Local

EFFECTIVE 06/20/2022

Service to:

- Wind Creek Bethlehem
- Bethlehem Southside Station
- BTC - Bethlehem
- Union Boulevard
- ATC - Allentown
- 7th Street District
- St. Luke's - 17th & Hamilton
- The Shops at Cedar Point
- Dorney Park & Wildwater Kingdom
- Lehigh Valley Hospital - Cedar Crest

For real time directions, bus tracking, tickets and more from your mobile phone download the Transit app.

Visit lantabus.com/transit-tools/ for more information.

For routes, schedules, and fares:

- CALL 610-776-7433
- CLICK www.lantabus.com
- CONNECT @LANTALehighValley



Union Blvd Local

Service to:
 Wind Creek Bethlehem
 Bethlehem Southside Station
 BTC - Bethlehem
 Union Boulevard
 ATC - Allentown
 7th Street District
 St. Luke's - 17th & Hamilton
 The Shops at Cedar Point
 Dorney Park & Wildwater Kingdom
 Lehigh Valley Hospital - Cedar Crest

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For routes, schedules and fares
 CALL 610-776-7433
 CLICK www.lantabus.com
 CONNECT @LANTALehighValley

W E E K D A Y & S A T U R D A Y

EASTBOUND								
LV Hospital - Cedar Crest > Allentown > Bethlehem								
1	2	3	4	5	6	7	8	9
Cedar Point East (Wes) Hamilton Exit	Hamilton at 17th	ATC - Platform B	6th Ward (Highman at Ridge Ave)	Irving (Union Blvd at Irving St/ Airport Rd)	Gateway (Union Blvd at Club Ave)	BTC - Platform 1	Southside Station (Dot at Fillmore)	Wind Creek Casino
6:00	6:07	6:15	6:23	6:27	6:32	6:40	6:46	6:52
7:00	7:07	7:15	7:23	7:27	7:32	7:40	7:46	7:52
8:00	8:07	8:15	8:23	8:27	8:32	8:40	8:46	8:52
9:00	9:07	9:15	9:23	9:27	9:32	9:40	9:46	9:52
10:00	10:07	10:15	10:23	10:27	10:32	10:40	10:46	10:52
11:00	11:07	11:15	11:23	11:27	11:32	11:40	11:46	11:52
12:00	12:07	12:15	12:23	12:27	12:32	12:40	12:46	12:52
1:00	1:07	1:15	1:23	1:27	1:32	1:40	1:46	1:52
2:00	2:07	2:15	2:23	2:27	2:32	2:40	2:46	2:52
3:00	3:07	3:15	3:23	3:27	3:32	3:40	3:46	3:52
4:00	4:07	4:15	4:23	4:27	4:32	4:40	4:46	4:52
5:00	5:07	5:15	5:23	5:27	5:32	5:40	5:46	5:52
6:00	6:07	6:15	6:23	6:27	6:32	6:40	6:46	6:52
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8:00	8:07	8:15	8:23	8:27	8:32	8:40	8:46	8:52
9:00	9:07	9:15	9:23	9:27	9:32	9:40	9:46	9:52
10:00	10:07	10:15	10:23	10:27	10:32	10:40	10:46	10:52

WESTBOUND											
Bethlehem > Allentown > LV Hospital - Cedar Crest											
9	8	7	6	5	4	3	2	10	11	12	1
Wind Creek Casino	Southside Station (Dot at Fillmore)	BTC - Platform 1	Gateway (Union Blvd at GANT Foods)	Irving (Union Blvd at Airport Rd/ Irving St)	6th Ward (Highman at Ridge Ave)	ATC - Platform C	Hamilton at 7th	Cedar Point East (Wes) Cedar Crest Exit	Cedar Village Apartments	LVH Cedar Crest West Lot	Cedar Point East (Wes) Hamilton Exit
6:05	6:09	6:15	6:23	6:28	6:34	6:41	6:48	6:54	7:01	7:10	7:24
7:05	7:09	7:15	7:23	7:28	7:34	7:41	7:48	7:54	8:01	8:10	8:24
8:05	8:09	8:15	8:23	8:28	8:34	8:41	8:48	8:54	9:01	9:10	9:24
9:05	9:09	9:15	9:23	9:28	9:34	9:41	9:48	9:54	10:01	10:10	10:24
10:05	10:09	10:15	10:23	10:28	10:34	10:41	10:48	10:54	11:01	11:10	11:24
11:05	11:09	11:15	11:23	11:28	11:34	11:41	11:48	11:54	12:01	12:10	12:24
12:05	12:09	12:15	12:23	12:28	12:34	12:41	12:48	12:54	1:01	1:10	1:24
1:05	1:09	1:15	1:23	1:28	1:34	1:41	1:48	1:54	2:01	2:10	2:24
2:05	2:09	2:15	2:23	2:28	2:34	2:41	2:48	2:54	3:01	3:10	3:24
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10:05	10:09	10:15	10:23	10:28	10:34	10:41	10:48	10:54	11:01	11:10	11:24

Times shown in shaded boxes indicate PM

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 Subscribe to our Youtube Channel: LANTALehighValley
 Like Us On Facebook: LANTALehighValley



No LANTA service on Thanksgiving Day and Christmas Day.

No smoking, eating, or drinking on LANTA buses or vans.

All trips are ADA accessible.

S U N D A Y

EASTBOUND									WESTBOUND											
LV Hospital - Cedar Crest > Allentown > Bethlehem									Bethlehem > Allentown > LV Hospital - Cedar Crest											
1	2	3	4	5	6	7	8	9	9	8	7	6	5	4	3	2	10	11	12	1
Cedar Point East (Wes) Hamilton Exit	Hamilton at 17th	ATC - Platform B	6th Ward (Highman at Ridge Ave)	Irving (Union Blvd at Irving St/ Airport Rd)	Gateway (Union Blvd at Club Ave)	BTC - Platform 1	Southside Station (Dot at Fillmore)	Wind Creek Casino	Wind Creek Casino	Southside Station (Dot at Fillmore)	BTC - Platform 1	Gateway (Union Blvd at GANT Foods)	Irving (Union Blvd at Airport Rd/ Irving St)	6th Ward (Highman at Ridge Ave)	ATC - Platform C	Hamilton at 7th	Cedar Point East (Wes) Cedar Crest Exit	Cedar Village Apartments	LVH Cedar Crest West Lot	Cedar Point East (Wes) Hamilton Exit
6:00	6:07	6:15	6:23	6:27	6:32	6:40	6:46	6:52	6:05	6:09	6:15	6:23	6:28	6:34	6:41	6:48	6:54	7:01	7:10	7:24
7:00	7:07	7:15	7:23	7:27	7:32	7:40	7:46	7:52	7:05	7:09	7:15	7:23	7:28	7:34	7:41	7:48	7:54	8:01	8:10	8:24
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1:00	1:07	1:15	1:23	1:27	1:32	1:40	1:46	1:52	11:05	11:09	11:15	11:23	11:28	11:34	11:41	11:48	11:54	12:01	12:10	12:24
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How to use this schedule:

Determine your timepoint based on either when you want to leave or when you want to arrive by reading across for your destination and down for your time. A route map is provided on the other side of this schedule to help you relate to the timepoints shown. Please plan to arrive at your bus stop 3-5 minutes prior to scheduled times to ensure you catch your bus. Arrival times can vary due to variations in traffic conditions. While on the bus, please be considerate of other riders and speak as quietly as possible and keep conversations short while speaking on your cell phone. Also, if you are listening to music, you must use earphones and keep the volume low enough so that those around you cannot hear the music to which you are listening.

Times shown in shaded boxes indicate PM

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

The Board of Commissioners met on June 16, 2022 for a regular meeting. The meeting was held both via Zoom.com, an online audio/video meeting, and at the Township Building, 3400 Brookside Road, Macungie, PA 18062.

1. CALL MEETING TO ORDER

Vice President Ward called the meeting to order at 7:00 p.m.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Brian P. Higgins, President	Absent
Richard V. Ward, Vice President	Present
Ron R. Beitler, Commissioner	Present
Maury G. Robert, Commissioner	Present
Brian L. Shoemaker, Commissioner	Absent
Bruce Beitel, Township Manager	Present
David Brooman, Township Solicitor	Present
Renea Flexer, Asst. Manager/Secretary	Present
Nathan Jones, Director of Planning	Present
Bryan McAdam, Township Engineer	Present

4. AGENDA MODIFICATIONS (At Discretion of Board President) – None

5. ANNOUNCEMENTS & PRESENTATIONS

5.1. An Executive Session was noted on the agenda, but was not needed.

6. HEARINGS & APPROVALS – None

7. PUBLIC COMMENT ON NON-AGENDA TOPICS – None

8. COMMUNICATIONS

8.1. Hilary Mack, Environmental Advisory Council – Letter of resignation.

Motion by Commissioner Robert, seconded by Commissioner Ward, to regretfully accept the resignation of Hilary Mack from the EAC. There were 3 ayes. Motion carried.

9. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES, AND COMMISSIONS – None

10. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

Motion by Commissioner Robert, seconded by Commissioner Beitler, to approve the June 2, 2022 minutes as drafted. There were 3 ayes. Motion carried.

11. APPROVAL OF TRANSFERS, BILL LIST AND PAYROLL

11.1. Mr. Beitel reviewed the June 16, 2022 Bill List.

01	General Fund	\$279,891.89		33	Open Space Fund	\$2,063.00
08	Sewer Fund	\$3,305.96		35	Liquid Fuels	
19	Debt Service Fund			37	Developers Impact	
30	Capital Projects Fund	\$18,023.89		01	Payroll	\$152,095.11
32	Federal Grants Fund			36	Developers Escrow	\$17,991.75
					Total Funds	\$473,371.60

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

Motion by Commissioner Robert, seconded by Commissioner Beitler, to approve the June 16, 2022 Bill List as drafted. There were 3 ayes. Motion carried.

12. DEPARTMENTAL MATTERS

12.1. Engineering

- 12.1.1. Consideration to Award the Bid for the 2022 Line Striping Project – Bids opened on June 6th and two bids were received. The lowest bid is \$6,000 over budget, but there is enough money in the Liquid Fuels fund.

Motion by Commissioner Robert, seconded by Commissioner Beitler, to award the 2022 Line Striping Project to Midlantic Marking in the amount of \$81,121.76. There were 3 ayes. Motion carried.

- 12.1.2. Engineer's Project Status Report 1) Preconstruction meetings were held for the Gehman Road Bridge replacement project and the Maulfair Drive stormwater project. The preconstruction meeting for the Cross Creek Road project should be in the next week or two; shop drawings were already submitted.

12.2. Planning

- 12.2.1. Resolution 2022-37 – A RESOLUTION REDUCING FINANCIAL SECURITY FOR THE STONE HILL MEADOWS PHASE 2 FINAL SUBDIVISION AND LAND DEVELOPMENT

Motion by Commissioner Robert, seconded by Commissioner Beitler, to approve Resolution 2022-37. There were 3 ayes. Motion carried.

- 12.2.2. Resolution 2022-38 – A RESOLUTION REDUCING FINANCIAL SECURITY FOR THE MOUNTAIN VIEW ESTATES SUBDIVISION AND LAND DEVELOPMENT

Motion by Commissioner Robert, seconded by Commissioner Beitler, to approve Resolution 2022-38. There were 3 ayes. Motion carried.

- 12.2.3. Planner's Report: 1) An extension was approved to record the plan for the Mertztown Road subdivision due to PennDOT HOP matters. 2) There are several other projects that continue to ask for extensions without a plan submission. Mr. Jones will send letters to the applicants notifying them to withdraw or submit a plan.

12.3. Solicitor

- 12.3.1. Resolution 2022-39 Approving an Agreement with Norfolk Southern for the Stormwater Pipe under the Sauerkraut Lane Railroad Crossing – Norfolk realized that they originally sent us the wrong agreement. The new agreement is less onerous. Until the new agreement is finalized, staff recommends tabling the Resolution.

Motion by Commissioner Robert, seconded by Commissioner Beitler, to table Resolution 2022-39. There were 3 ayes. Motion carried.

- 12.3.2. Solicitor's Report: 1) Staff is working hard to clear out old projects that have been dormant for years. Current developer agreements state that the plan has to be recorded in 90 days or it's either denied or a developer can ask for an extension. The Township then has the right to deny or extend the plan.

12.4. Township Manager

- 12.4.1. Resolution 2022-40 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA APPROVING ACT 537 PLAN REVISION

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS MEETING MINUTES**

As previously discussed at workshops, the Trexlertown Special Act 537 Study is for a bypass line that affects Lehigh County Authority, Lower Macungie and Upper Macungie. The revision is required by the state. There were no public comments received.

Motion by Commissioner Robert, seconded by Commissioner Beitler, to approve Resolution 2022-40. There were 3 ayes. Motion carried.

- 12.4.2. Update on Crossing Guards – There was no further update about the program. The crossing guards were advised that we're waiting on the school districts response.
- 12.4.3. Manager's Report: 1) Gehman Road will close on Monday for the remainder of the summer for the bridge replacement project. There are road signs posted about the closure and equipment is staged in the area. Information has been in the newsletter, on the website and robo notifications were sent to residents.

13. COMMITTEE REPORTS

- 13.1. The next Board of Commissioner's Workshop is June 27th at 6 p.m.

14. OTHER BUSINESS

14.1. **Old Business**

- 14.1.1. Crossing Guard Agreement with EPSD (Notified of No Cost Sharing)
- 14.1.2. Chapter 18 Sewers Amendment/Grinder Pump Agreement (To Be Drafted)
- 14.1.3. Chapter 23 Stormwater Amendment (To Be Drafted)
- 14.1.4. Chapter 27 Zoning Amendment, Lookback (To Be Drafted)
- 14.1.5. Approving a Permanent Easement with Lutron for the Compost Facility Access Road and Compensation Agreement (Being Drafted)
- 14.1.6. Resolution Approving Tax Collector Bond (Awaiting Order from County)
- 14.1.7. Update Lower Macungie Emergency Operation Plan (Being Drafted)
- 14.1.8. Ordinance to Amend Chapter 1 of the Codified Ordinances for the Parks and Recreation Advisory Committee and the Public Safety Advisory Committee (Solicitor Drafting)
- 14.1.9. Security Release for Schaefer Run Commons/Hamilton Walk (Consideration TBD)
- 14.2. Brandywine Swale PRP Project (Bids Open July 12th)
- 14.3. **New Business** – None

15. BOARD OF COMMISSIONERS REPORT – None

16. PUBLIC COMMENT – None

17. EXECUTIVE SESSION – None

18. ADJOURNMENT

Vice President Ward adjourned the meeting at 7:14 p.m.

Bruce Beitel
Township Manager

Renea Flexer
Asst. Township Manager/Secretary
June 21, 2022

Township of Lower Macungie
Board of Commissioners Meeting - Payment of Bills
Accounts Payable Report - July 15, 2022

BOC Meeting Date: July 21, 2022

	Current Checks	Interim Checks and ACH	Total
01 General Fund	\$162,984.49	\$1,046,425.56	\$1,209,410.05
08 Sewer Fund	\$133,773.24	\$12,389.28	\$146,162.52
19 Debt Service Fund	\$0.00	\$0.00	\$0.00
30 Capital Projects Fund	\$33,098.60	\$83,202.61	\$116,301.21
32 Federal Grants Fund	\$0.00	\$0.00	\$0.00
33 Open Space Fund	\$713.00	\$0.00	\$713.00
35 Liquid Fuels Fund	\$0.00	\$0.00	\$0.00
37 Developers Impact Fund	\$0.00	\$0.00	\$0.00
Township Excl Payroll	\$330,569.33	\$1,142,017.45	\$1,472,586.78
Payroll June 17th, July 1st &	\$0.00	\$481,700.77	\$481,700.77
36 Developers Escrow Fund	\$19,566.64	\$40,307.56	\$59,874.20
Grand Total	\$350,135.97	\$1,664,025.78	\$2,014,161.75

Commissioner _____

Approval Date _____

Report Criteria:

Detail report.

Invoice detail records above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "072122"

[Report].GL Account Number (2 Characters) = {<>} "36"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
AB Natural Stone & Landscape							
8	AB Natural Stone & Landscape	185463	rocka step	07/07/2022	01.409.372 Repairs & Mainte	170.00	072122
Total AB Natural Stone & Landscape:						170.00	
ABARTA Coca Cola Beverages, LLC							
86	ABARTA Coca Cola Beverages, L	1687211116	Snack Bar	07/08/2022	01.452.229 Snack Bar - Food	181.54	072122
Total ABARTA Coca Cola Beverages, LLC:						181.54	
ABE Doors & Windows Inc							
9	ABE Doors & Windows Inc	55662	door repair annex	06/24/2022	01.409.372 Repairs & Mainte	307.90	072122
Total ABE Doors & Windows Inc:						307.90	
ADT Security Services							
1664	ADT Security Services	928359625	Monitoring Hills	06/14/2022	01.409.318 Alarm/Security S	57.62	072122
1664	ADT Security Services	928359625	Monitoring Wescos	06/14/2022	01.409.318 Alarm/Security S	49.57	072122
1664	ADT Security Services	928359625	Monitoring Camp o	06/14/2022	01.409.318 Alarm/Security S	39.04	072122
Total ADT Security Services:						146.23	
Alburtis Auto Inc							
1503	Alburtis Auto Inc	292154	scrap tires removal- 20 tires	07/08/2022	01.430.249 General Expense	45.00	072122
Total Alburtis Auto Inc:						45.00	
All-Jays Portable Toilets & Septic Serv							
578	All-Jays Portable Toilets & Septic	1416	yard waste sites	07/01/2022	01.426.372 Repairs & Mainte	170.00	072122
578	All-Jays Portable Toilets & Septic	1416	lmt units	07/01/2022	01.454.249 General Expense	455.00	072122
Total All-Jays Portable Toilets & Septic Serv:						625.00	
Auto Zone							
40	Auto Zone	1870519586	heavy duty battery unit 39	07/05/2022	01.430.374 Equipment Repai	243.98	072122
40	Auto Zone	1870521438	oil, filter, seat cover unit 95	07/08/2022	01.409.378 Vehicle Repairs	62.27	072122
40	Auto Zone	1870523098	wiper blades unit 84	07/11/2022	01.430.378 Vehicle Repairs	60.18	072122
40	Auto Zone	1870523098	blades and batteries unit 95	07/11/2022	01.409.378 Vehicle Repairs	98.17	072122
40	Auto Zone	1870523210	sway bar, wiper blades unit 84	07/11/2022	01.430.378 Vehicle Repairs	77.16	072122
40	Auto Zone	1870523210	arm puller unit 84	07/11/2022	01.430.378 Vehicle Repairs	80.19	072122
Total Auto Zone:						621.95	
Bachman's Roofing, Building & Remodeling							
1685	Bachman's Roofing, Building & Re	29567	quarry roof repair	07/12/2022	01.409.372 Repairs & Mainte	1,824.00	072122
1685	Bachman's Roofing, Building & Re	29574	pool roof repair	07/12/2022	01.452.372 Repairs & Mainte	1,565.00	072122
Total Bachman's Roofing, Building & Remodeling:						3,389.00	
Bell Hardware and Supply Inc							
45	Bell Hardware and Supply Inc	27673/1	rivits	06/30/2022	01.454.374 Equipment Repai	16.58	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
45	Bell Hardware and Supply Inc	27673/1	finish blade	06/30/2022	01.454.260 Small Tools & Mi	17.99	072122
45	Bell Hardware and Supply Inc	27673/1	rivet tool	06/30/2022	01.454.260 Small Tools & Mi	28.99	072122
45	Bell Hardware and Supply Inc	27673/1	3 pack L Brackets	06/30/2022	01.454.374 Equipment Repai	24.87	072122
Total Bell Hardware and Supply Inc:						88.43	
Bergey's Inc							
48	Bergey's Inc	T1404480R	1 titan tire	06/30/2022	01.454.253 Machinery & Equi	241.31	072122
48	Bergey's Inc	T1405146R	flow through cap unit 95	07/11/2022	01.409.378 Vehicle Repairs	100.00	072122
Total Bergey's Inc:						341.31	
Bluefin LLC							
1867	Bluefin LLC	24296	public works roof assessment	07/06/2022	30.493.646 PW Annex Capita	4,869.00	072122
Total Bluefin LLC:						4,869.00	
Borough of Emmaus							
58	Borough of Emmaus	5956	sewer trasnfer fees 2Q 2022	07/06/2022	08.429.364 Sewer Treatment	590.48	072122
Total Borough of Emmaus:						590.48	
Cintas Corporation #101							
1720	Cintas Corporation #101	2022-672	credit for Dev Kannan jacket neve	07/12/2022	01.413.191 Uniform & Safety	2.00-	072122
1720	Cintas Corporation #101	4124529765	mats, mops, mun bld	07/06/2022	01.409.372 Repairs & Mainte	4.99	072122
1720	Cintas Corporation #101	4124529765	uniforms permits dept	07/06/2022	01.413.191 Uniform & Safety	29.32	072122
1720	Cintas Corporation #101	4124529765	Dev jacket not received	07/06/2022	01.413.191 Uniform & Safety	2.00-	072122
1720	Cintas Corporation #101	4124529919	mats, mops towels annex	07/06/2022	01.409.372 Repairs & Mainte	32.23	072122
1720	Cintas Corporation #101	4124529919	uniforms facilities	07/06/2022	01.409.191 Uniform & Safety	70.45	072122
1720	Cintas Corporation #101	4124529919	uniforms roads	07/06/2022	01.430.191 Uniform & Safety	156.43	072122
1720	Cintas Corporation #101	4124529919	uniforms pw admin	07/06/2022	01.440.191 Uniform & Safety	11.54	072122
1720	Cintas Corporation #101	4124529919	uniforms parks	07/06/2022	01.454.191 Uniform & Safety	104.37	072122
1720	Cintas Corporation #101	4124529919	uniforms sewers	07/06/2022	08.429.191 Uniform & Safety	71.07	072122
1720	Cintas Corporation #101	4125057715	mats, mops, mun bld	07/12/2022	01.409.372 Repairs & Mainte	4.99	072122
1720	Cintas Corporation #101	4125057715	uniforms permits dept	07/12/2022	01.413.191 Uniform & Safety	29.32	072122
1720	Cintas Corporation #101	4125058579	mats, mops, towels, annex	07/12/2022	01.409.372 Repairs & Mainte	32.23	072122
1720	Cintas Corporation #101	4125058579	uniforms facilities	07/12/2022	01.409.191 Uniform & Safety	70.45	072122
1720	Cintas Corporation #101	4125058579	uniforms roads	07/12/2022	01.430.191 Uniform & Safety	156.43	072122
1720	Cintas Corporation #101	4125058579	uniforms PW admn	07/12/2022	01.440.191 Uniform & Safety	11.54	072122
1720	Cintas Corporation #101	4125058579	uniforms parks	07/12/2022	01.454.191 Uniform & Safety	104.37	072122
1720	Cintas Corporation #101	4125058579	unfiorms sewers	07/12/2022	08.429.191 Uniform & Safety	71.07	072122
1720	Cintas Corporation #101	CR4113503795	overpayment	07/12/2022	01.409.372 Repairs & Mainte	61.02-	072122
Total Cintas Corporation #101:						895.78	
CKS Engineers, Inc.							
1715	CKS Engineers, Inc.	21-9352	6453 Robin Rd	06/29/2022	01.414.312 Engineer-On Lot	96.00	072122
1715	CKS Engineers, Inc.	21-9353	6967 Tuscany Dr	06/29/2022	01.414.312 Engineer-On Lot	276.00	072122
1715	CKS Engineers, Inc.	21-9354	1620 Burdell Lane	06/29/2022	01.414.312 Engineer-On Lot	216.00	072122
1715	CKS Engineers, Inc.	21-9355	6421 Robin Rd	06/29/2022	01.414.312 Engineer-On Lot	96.00	072122
1715	CKS Engineers, Inc.	21-9356	3685 Sweet Meadow Ct	06/29/2022	01.414.312 Engineer-On Lot	96.00	072122
1715	CKS Engineers, Inc.	21-9357	5741 Quail Creek Rd	06/29/2022	01.414.312 Engineer-On Lot	252.00	072122
1715	CKS Engineers, Inc.	21-9358	2384 Madiera Dr	06/29/2022	01.414.312 Engineer-On Lot	96.00	072122
1715	CKS Engineers, Inc.	21-9359	721 Brookside Rd	06/29/2022	01.414.312 Engineer-On Lot	226.00	072122
1715	CKS Engineers, Inc.	21-9360	2759 Evergreen Cir	06/29/2022	01.414.312 Engineer-On Lot	96.00	072122
1715	CKS Engineers, Inc.	21-9361	4045 Maulfair dr	06/29/2022	01.414.312 Engineer-On Lot	156.00	072122
1715	CKS Engineers, Inc.	21-9362	2328 Riverbend Rd	06/29/2022	01.414.312 Engineer-On Lot	351.00	072122
1715	CKS Engineers, Inc.	21-9363	6405 Robin Rd	06/29/2022	01.414.312 Engineer-On Lot	192.00	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
1715	CKS Engineers, Inc.	21-9364	6470 Scenic View Dr	06/29/2022	01.414.312 Engineer-On Lot	336.00	072122
1715	CKS Engineers, Inc.	21-9365	1167 Hillview Rd	06/29/2022	01.414.312 Engineer-On Lot	96.00	072122
1715	CKS Engineers, Inc.	21-9393	Hills @ Lockridge	06/29/2022	01.414.313 Engineering & Ar	538.00	072122
1715	CKS Engineers, Inc.	21-9394	Pre Pc Mtg.	06/29/2022	01.414.313 Engineering & Ar	130.00	072122
1715	CKS Engineers, Inc.	21-9395	General Planning Services	06/29/2022	01.414.313 Engineering & Ar	260.00	072122
1715	CKS Engineers, Inc.	21-9396	Traffic Concerns	06/29/2022	01.408.313 Engineering & Ar	65.00	072122
1715	CKS Engineers, Inc.	21-9397	Adaptive Signals	06/29/2022	30.493.660 Traffic Signals	190.00	072122
1715	CKS Engineers, Inc.	21-9398	PW Bld roof	06/29/2022	30.493.646 PW Annex Capita	120.00	072122
1715	CKS Engineers, Inc.	21-9399	Twp Trail	06/29/2022	30.493.613 Walking Trails	4,447.65	072122
1715	CKS Engineers, Inc.	21-9401	Kratzer Farm	06/29/2022	30.493.613 Walking Trails	492.00	072122
1715	CKS Engineers, Inc.	21-9402	Community Center	06/29/2022	30.493.635 Comm Center Im	396.00	072122
1715	CKS Engineers, Inc.	21-9403	2078 Aster Rd	06/29/2022	01.250200 Road Opening De	156.00	072122
1715	CKS Engineers, Inc.	21-9404	5272 Andrea Dr	06/29/2022	01.250200 Road Opening De	156.00	072122
1715	CKS Engineers, Inc.	21-9405	2000 Riverbend Rd	06/29/2022	01.250200 Road Opening De	156.00	072122
1715	CKS Engineers, Inc.	21-9406	7109 Heather Rd	06/29/2022	01.250200 Road Opening De	192.00	072122
1715	CKS Engineers, Inc.	21-9407	7308 Periwinkle Dr	06/29/2022	01.250200 Road Opening De	192.00	072122
1715	CKS Engineers, Inc.	21-9408	1976 Goldenrod Dr	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9409	4478 S Cedarbrook Rd	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9410	7300 Periwinkle Dr	06/29/2022	01.250200 Road Opening De	192.00	072122
1715	CKS Engineers, Inc.	21-94100	Community center roof	06/29/2022	30.493.635 Comm Center Im	970.00	072122
1715	CKS Engineers, Inc.	21-9411	7320 Periwinkle Dr	06/29/2022	01.250200 Road Opening De	192.00	072122
1715	CKS Engineers, Inc.	21-9412	7313 Periwinkle Dr	06/29/2022	01.250200 Road Opening De	192.00	072122
1715	CKS Engineers, Inc.	21-9413	7510 Catalpa Dr	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9414	6242 Sage Dr	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9415	Schoeneck Rd At RR Xing	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9416	Chruch St @ RR Xing	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9417	1500 Cherry Ln	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9418	1500 Cherry Ln	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9419	1348 Walnut Ln	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9420	6130 Sauerkraut Ln	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9421	7581 Catalpa Dr	06/29/2022	01.250200 Road Opening De	96.00	072122
1715	CKS Engineers, Inc.	21-9423	Line Stripping	06/29/2022	01.408.313 Engineering & Ar	543.00	072122
1715	CKS Engineers, Inc.	21-9424	2022 Bridge Survey	06/29/2022	01.408.313 Engineering & Ar	2,700.00	072122
1715	CKS Engineers, Inc.	21-9425	Liquid Fuels Task	06/29/2022	01.408.313 Engineering & Ar	2,650.00	072122
1715	CKS Engineers, Inc.	21-9426	Gehman Rd Bridge	06/29/2022	30.493.650 Bridge Upgrades	5,628.00	072122
1715	CKS Engineers, Inc.	21-9427	Alburtis Connection to LMT	06/29/2022	08.408.313 Engineering & Ar	130.00	072122
1715	CKS Engineers, Inc.	21-9428	2022 Sanitary Sewer	06/29/2022	08.493.610 Capital Construct	1,032.00	072122
1715	CKS Engineers, Inc.	21-9429	Chapter 94	06/29/2022	08.408.313 Engineering & Ar	60.00	072122
1715	CKS Engineers, Inc.	21-9430	I & I work	06/29/2022	08.493.610 Capital Construct	260.00	072122
1715	CKS Engineers, Inc.	21-9431	Sewer Meetings	06/29/2022	08.408.313 Engineering & Ar	195.00	072122
1715	CKS Engineers, Inc.	21-9432	Sewer- General	06/29/2022	08.408.313 Engineering & Ar	918.00	072122
1715	CKS Engineers, Inc.	21-9433	Lower Macungie Sanitary Sewer	06/29/2022	08.408.313 Engineering & Ar	480.00	072122
1715	CKS Engineers, Inc.	21-9434	Maulfair Drainage	06/29/2022	30.493.658 Storm Water	1,413.00	072122
1715	CKS Engineers, Inc.	21-9437	Brandywine Swale	06/29/2022	30.493.658 Storm Water	9,324.00	072122
1715	CKS Engineers, Inc.	21-9438	GIS Service	06/29/2022	08.408.313 Engineering & Ar	2,208.00	072122
1715	CKS Engineers, Inc.	21-9439	Monthly reports	06/29/2022	01.408.313 Engineering & Ar	130.00	072122
1715	CKS Engineers, Inc.	21-9440	BOC Meetings	06/29/2022	01.408.313 Engineering & Ar	130.00	072122
1715	CKS Engineers, Inc.	21-9441	General Services	06/29/2022	01.408.313 Engineering & Ar	65.00	072122
Total CKS Engineers, Inc.:						<u>40,539.65</u>	
David Schnellman Remodeling Inc							
1438	David Schnellman Remodeling In	2022-666	Hills pavilion temp supports	06/27/2022	01.409.372 Repairs & Mainte	2,182.07	072122
Total David Schnellman Remodeling Inc:						<u>2,182.07</u>	
Dual Temp Company Inc							
547	Dual Temp Company Inc	1179	AHU2 repair, coil cleaning	06/20/2022	01.451.372 Repairs & Mainte	1,245.10	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
547	Dual Temp Company Inc	531	annex compressor HVAC	06/15/2022	01.409.372 Repairs & Mainte	3,305.00	072122
Total Dual Temp Company Inc:						4,550.10	
East Penn Manufacturing							
132	East Penn Manufacturing	220663686	misc parts unit 20	06/16/2022	01.430.374 Equipment Repai	22.32	072122
132	East Penn Manufacturing	220700650	batteries misc use	06/27/2022	01.430.241 Operating Suppli	98.10	072122
132	East Penn Manufacturing	227082961	battery returns	02/25/2022	01.430.241 Operating Suppli	34.85-	072122
132	East Penn Manufacturing	227093300	battery returns	03/04/2022	01.430.241 Operating Suppli	17.00-	072122
132	East Penn Manufacturing	227110338	battery returns	03/16/2022	01.430.241 Operating Suppli	25.50-	072122
Total East Penn Manufacturing:						43.07	
Eastern Propane							
1330	Eastern Propane	6414951	propane @ pool	07/29/2022	01.452.372 Repairs & Mainte	35.78	072122
Total Eastern Propane:						35.78	
ECCO Communications LLC							
138	ECCO Communications LLC	79975	repeater rental 7/1/22-9/30/22	06/27/2022	01.415.260 Small Tools & Mi	189.60	072122
Total ECCO Communications LLC:						189.60	
ECI Construction, LLC							
1566	ECI Construction, LLC	2022-674	Community Center GC	07/14/2022	30.493.635 Comm Center Im	1,964.70	072122
Total ECI Construction, LLC:						1,964.70	
emi landscape							
151	emi landscape	8854	rain garden - red oak	06/30/2022	01.436.450 Contracted Servi	1,000.00	072122
151	emi landscape	8856	parks turf and open space mowin	06/30/2022	01.454.450 Contracted Servi	11,683.50	072122
151	emi landscape	8856	det pond mowing	06/30/2022	01.436.450 Contracted Servi	7,971.25	072122
Total emi landscape:						20,654.75	
Emmaus Aquatic Club							
1776	Emmaus Aquatic Club	1180	swim lessons 6/27-7/1	06/24/2022	01.452.450 Contracted Servi	2,040.00	072122
1776	Emmaus Aquatic Club	1185	july 2022 installment	07/01/2022	01.452.450 Contracted Servi	24,526.00	072122
1776	Emmaus Aquatic Club	1185	pool chemicals	07/01/2022	01.452.450 Contracted Servi	637.37	072122
1776	Emmaus Aquatic Club	1186	swim lessons 7/4-7/7	07/05/2022	01.452.450 Contracted Servi	1,620.00	072122
1776	Emmaus Aquatic Club	1187	swim lessons 7/11-7/14	07/08/2022	01.452.450 Contracted Servi	1,380.00	072122
Total Emmaus Aquatic Club:						30,203.37	
EPSD-LMT TAX COLLECTOR							
893	EPSD-LMT TAX COLLECTOR	6846	2022-2023 School Tax 3400 Broo	07/01/2022	01.409.430 Taxes	2,231.05	072122
893	EPSD-LMT TAX COLLECTOR	6847	2022-2023 School Tax 3120 S Ce	07/01/2022	01.409.430 Taxes	4,066.79	072122
Total EPSD-LMT TAX COLLECTOR:						6,297.84	
Exeter Supply Company Inc							
153	Exeter Supply Company Inc	314199	risers and freight	07/11/2022	08.429.256 Sewer Risers	594.00	072122
Total Exeter Supply Company Inc:						594.00	
Express Business Center							
154	Express Business Center	12287	Yard waste stickers 1 roll	06/23/2022	01.426.241 Operating Suppli	335.00	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Express Business Center:						335.00	
Express Sign Outlet Inc							
155	Express Sign Outlet Inc	2022481	temp signs for church st bridge clo	07/07/2022	01.433.245 Traffic & Street Si	120.00	072122
Total Express Sign Outlet Inc:						120.00	
Fastenal Company							
159	Fastenal Company	PAAL1156453	hex cap screws unit 35	06/23/2022	01.430.374 Equipment Repai	21.18	072122
159	Fastenal Company	PAAL1156470	hex screw caps unit 39	06/24/2022	01.430.374 Equipment Repai	14.30	072122
Total Fastenal Company:						35.48	
Faust Hauling Inc							
160	Faust Hauling Inc	C14651	2 yards screened topsoil	07/07/2022	01.454.241 Operating Suppli	58.00	072122
Total Faust Hauling Inc:						58.00	
Fitzpatrick Lentz & Bubba, P.C.							
691	Fitzpatrick Lentz & Bubba, P.C.	110569-10 & 11	ZHB 10/14	06/27/2022	01.404.404 Legal Zoning Boa	1,425.00	072122
Total Fitzpatrick Lentz & Bubba, P.C.:						1,425.00	
Flow Assessment Services, LLC							
1748	Flow Assessment Services, LLC	6488	telemetry monthly rental 4/7/22-7/	07/11/2022	08.429.372 Repairs & Mainte	1,400.00	072122
1748	Flow Assessment Services, LLC	6488	quarterly flow meter site maint 4/7	07/11/2022	08.429.372 Repairs & Mainte	500.00	072122
1748	Flow Assessment Services, LLC	6488	quarterly flow meter final reports 4	07/11/2022	08.429.372 Repairs & Mainte	500.00	072122
Total Flow Assessment Services, LLC:						2,400.00	
Fulton Financial Advisors							
820	Fulton Financial Advisors	5059503	Quarterly Pension Plan Fees 2Q	07/11/2022	01.483.150 Pension Plan Fe	8,724.63	072122
820	Fulton Financial Advisors	5059503	Quarterly Pension Plan Fees 2Q	07/11/2022	08.483.150 Pension Plan Fe	1,625.00	072122
Total Fulton Financial Advisors:						10,349.63	
Grainger Industrial Commercial							
188	Grainger Industrial Commercial	9364589573	2 carry caddy, 3 packs screws, 6 d	07/01/2022	01.454.260 Small Tools & Mi	99.46	072122
188	Grainger Industrial Commercial	9825793970	absorb pads	03/04/2022	01.454.241 Operating Suppli	55.87	072122
Total Grainger Industrial Commercial:						155.33	
Grim's Trailers LLC							
194	Grim's Trailers LLC	14800	wheel chucks	07/15/2022	01.430.241 Operating Suppli	342.28	072122
Total Grim's Trailers LLC:						342.28	
Hale Trailer Brake & Wheel Inc							
202	Hale Trailer Brake & Wheel Inc	1412653	part unit 7	07/01/2022	01.430.374 Equipment Repai	76.56	072122
Total Hale Trailer Brake & Wheel Inc:						76.56	
Health Network Laboratories							
211	Health Network Laboratories	218041	roads drug tests 2	07/01/2022	01.430.249 General Expense	139.00	072122
211	Health Network Laboratories	218041	parks drug test 1	07/01/2022	01.454.249 General Expense	47.00	072122
211	Health Network Laboratories	218041	facilities drug test 1	07/01/2022	01.409.249 General Expense	47.00	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Health Network Laboratories:						233.00	
Herbeins Garden Center							
214	Herbeins Garden Center	2022-670	flowers for community center and	07/11/2022	01.451.249 General Expense	39.17	072122
Total Herbeins Garden Center:						39.17	
High Swartz LLP							
1734	High Swartz LLP	112206-0	Tyler Pipe	05/02/2022	01.404.403 Legal Planning	2,365.50	072122
1734	High Swartz LLP	116734	General solicitor	07/01/2022	01.404.401 Solicitor	3,762.50	072122
1734	High Swartz LLP	116734	planning solicitor	07/01/2022	01.404.403 Legal Planning	774.00	072122
1734	High Swartz LLP	116735	Land Aquisition - Dorney Tract	07/01/2022	33.493.200 Land Purchases	713.00	072122
1734	High Swartz LLP	116736	labor relations	07/01/2022	01.404.402 Labor Relations	177.00	072122
1734	High Swartz LLP	116737	Agreemenets	07/01/2022	01.404.401 Solicitor	855.50	072122
1734	High Swartz LLP	116766	4915 Lower Macungie Rd	07/01/2022	08.404.401 Solicitor	501.50	072122
1734	High Swartz LLP	116778	DNJ Property Group	07/01/2022	01.404.401 Solicitor	150.00	072122
1734	High Swartz LLP	116779	Vertek Const Mgt	07/01/2022	01.404.401 Solicitor	75.00	072122
1734	High Swartz LLP	116780	Mull vs LMT	07/01/2022	01.404.401 Solicitor	979.50	072122
1734	High Swartz LLP	116781	General litigation	07/01/2022	01.404.405 Litigation	2,267.50	072122
1734	High Swartz LLP	116782	Community Center Constrution	07/01/2022	30.493.635 Comm Center Im	1,535.00	072122
1734	High Swartz LLP	116783	litigation- liens	07/01/2022	01.404.406 Legal Enforceme	138.50	072122
1734	High Swartz LLP	116785	general sewer	07/01/2022	08.404.401 Solicitor	177.00	072122
1734	High Swartz LLP	116786	Collections	07/01/2002	08.404.401 Solicitor	75.00	072122
1734	High Swartz LLP	116787	Ordiances Chapter 1	07/01/2022	01.404.401 Solicitor	1,062.00	072122
1734	High Swartz LLP	116788	Chapter 27	07/01/2022	01.404.403 Legal Planning	678.50	072122
Total High Swartz LLP:						16,287.00	
Home Depot Credit Services							
217	Home Depot Credit Services	2028630	laddice E Texas pavilion	06/14/2022	01.409.372 Repairs & Mainte	97.96	072122
217	Home Depot Credit Services	2420564	laddice E Texas pavilion	06/14/2022	01.409.372 Repairs & Mainte	15.84	072122
217	Home Depot Credit Services	8020979	wood pool steps	06/28/2022	01.452.372 Repairs & Mainte	26.98	072122
217	Home Depot Credit Services	8020979	batteries for parks dept	06/28/2022	01.454.241 Operating Suppli	169.00	072122
217	Home Depot Credit Services	8020979	blind slats hills rec	06/28/2022	01.409.241 Operating Suppli	51.92	072122
217	Home Depot Credit Services	8552962	blinds for wescosville rec	06/28/2022	01.409.372 Repairs & Mainte	940.35	072122
Total Home Depot Credit Services:						1,302.05	
Horwith Trucks Inc							
219	Horwith Trucks Inc	X101140133:01	parts unit 12	06/30/2022	01.430.374 Equipment Repai	93.10	072122
Total Horwith Trucks Inc:						93.10	
Industrial Chemical Labs & Services Inc							
225	Industrial Chemical Labs & Servic	356340	sewer line degreaser	06/30/2022	08.429.241 Operating Suppli	147.38	072122
Total Industrial Chemical Labs & Services Inc:						147.38	
Jack & Jill DSD							
1971	Jack & Jill DSD	3239517	ice cream	07/06/2022	01.452.229 Snack Bar - Food	317.57	072122
Total Jack & Jill DSD:						317.57	
Joe Nowosielski							
1299	Joe Nowosielski	554	Creative Arts Theatre Instructor	07/11/2022	01.451.310 Prof. Svs/Intructo	480.00	072122
1299	Joe Nowosielski	555	Theatre Camp Instructor 7/18- 7/2	07/13/2022	01.451.310 Prof. Svs/Intructo	720.00	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Joe Nowosielski:						1,200.00	
John Deere Financial							
158	John Deere Financial	P37131	1 bulb	06/14/2022	01.454.253 Machinery & Equi	17.42	072122
158	John Deere Financial	P38412	1 rim and 1 wheel center	06/28/2022	01.454.374 Equipment Repai	297.58	072122
Total John Deere Financial:						315.00	
Keycodes Inspection Agency							
268	Keycodes Inspection Agency	5975	Residential Inspections	06/17/2022	01.413.471 Alt Residential In	3,675.00	072122
268	Keycodes Inspection Agency	5976	commercial plan reviews	06/17/2022	01.413.474 Alt Commercial P	1,000.00	072122
268	Keycodes Inspection Agency	5977	Commercial Inspections	06/17/2022	01.413.473 Alt Commercial In	1,450.12	072122
Total Keycodes Inspection Agency:						6,125.12	
Keystone Consulting Engineers							
267	Keystone Consulting Engineers	184227	Comm center expansion	06/20/2022	30.493.635 Comm Center Im	690.00	072122
Total Keystone Consulting Engineers:						690.00	
L/B Water Service Inc							
1157	L/B Water Service Inc	3612040	4 cases manhole lubricant	06/23/2022	08.429.256 Sewer Risers	612.00	072122
Total L/B Water Service Inc:						612.00	
Lehigh County Authority							
283	Lehigh County Authority	2022-659	sewer billing	07/11/2022	08.429.364 Sewer Treatment	121,095.34	072122
Total Lehigh County Authority:						121,095.34	
Lehigh Fuels							
288	Lehigh Fuels	378418	East Texas Church	07/06/2022	01.409.230 Heating Fuel	28.66	072122
Total Lehigh Fuels:						28.66	
Lehigh Print & Data							
613	Lehigh Print & Data	SS 2022-1390	Boyer & Tranguch business cards	07/11/2022	01.413.249 General Expense	76.00	072122
Total Lehigh Print & Data:						76.00	
Lil Athletics							
1129	Lil Athletics	0622	Instructor indoor sports camp 7/11	07/11/2022	01.451.310 Prof. Svs/Intructo	680.40	072122
1129	Lil Athletics	2022-668	instructor multi sport skills 7/6/22-	07/06/2022	01.451.310 Prof. Svs/Intructo	1,075.20	072122
Total Lil Athletics:						1,755.60	
Lora Walmer							
1712	Lora Walmer	2022-660	half of supplies and staff	07/01/2022	01.403.210 Tax Collection Off	1,059.25	072122
1712	Lora Walmer	2022-660	half of supplies and staff	07/01/2022	30.403.210 Tax Collection Off	1,059.25	072122
Total Lora Walmer:						2,118.50	
Lower Macungie Fire Dept							
304	Lower Macungie Fire Dept	2022-671	false fire alarm reimbursement	07/12/2022	01.411.511 LMT False Alarm	900.00	072122
Total Lower Macungie Fire Dept:						900.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Lower Macungie Garden Club							
720	Lower Macungie Garden Club	2022-667	1st & 2nd Qtr 2022 Grant	07/11/2022	01.459.532 Garden Club	1,811.16	072122
720	Lower Macungie Garden Club	2022-673	wesvosville planting reimb	07/13/2022	01.454.241 Operating Suppli	47.50	072122
Total Lower Macungie Garden Club:						1,858.66	
Lower Macungie Senior Citizens							
307	Lower Macungie Senior Citizens	2022-657	2022 Grant Payment # 2 (April, M	07/11/2022	01.459.526 Lower Macungie	2,250.00	072122
Total Lower Macungie Senior Citizens:						2,250.00	
Macungie Ambulance							
313	Macungie Ambulance	22-09	CPR Instruction playground couns	07/05/2022	01.453.249 General Expense	780.00	072122
Total Macungie Ambulance:						780.00	
Master Supply Line, LLC.							
326	Master Supply Line, LLC.	8-163762	toilet paper, paper towels	07/06/2022	01.451.249 General Expense	86.70	072122
326	Master Supply Line, LLC.	8-163762	plastic spoons, freezer bags	07/06/2022	01.452.249 General Expense	49.30	072122
Total Master Supply Line, LLC.:						136.00	
Minds in Motion of NJ LLC							
1981	Minds in Motion of NJ LLC	1277	instructor Robot Camp 7/11/22-7/1	07/11/2022	01.451.310 Prof. Svs/Intructo	1,215.00	072122
Total Minds in Motion of NJ LLC:						1,215.00	
NexTrust Inc							
1134	NexTrust Inc	329781	monthly support	06/30/2022	01.405.210 Office Supplies	9.97	072122
1134	NexTrust Inc	329781	monthly support	06/30/2022	01.427.210 Office Supplies	9.98	072122
Total NexTrust Inc:						19.95	
PA Municipal Health Insurance							
369	PA Municipal Health Insurance	95864-0	Dental & Vision Coverage Aug	07/08/2022	01.487.196 Health Insurance	2,410.66	072122
Total PA Municipal Health Insurance:						2,410.66	
PAPCO Inc							
918	PAPCO Inc	3368805	diesel fuel	06/29/2022	01.430.231 Vehicle Fuel	4,113.52	072122
918	PAPCO Inc	3369102	Diesel fuel	07/01/2022	01.430.231 Vehicle Fuel	2,097.20	072122
918	PAPCO Inc	3369106	gas	07/01/2022	01.430.231 Vehicle Fuel	1,266.22	072122
918	PAPCO Inc	3369410	Diesel fuel	07/07/2022	01.430.231 Vehicle Fuel	2,202.26	072122
918	PAPCO Inc	3369435	gas	07/08/2022	01.430.231 Vehicle Fuel	432.80	072122
918	PAPCO Inc	3369460	gas	07/11/2022	01.430.231 Vehicle Fuel	2,268.35	072122
Total PAPCO Inc:						12,380.35	
Plasterer Equipment Company Inc							
393	Plasterer Equipment Company Inc	P18012	filter, kit, air filter, element unit 31	07/08/2022	01.426.372 Repairs & Mainte	313.09	072122
393	Plasterer Equipment Company Inc	P180136	compressor valve and kit unit 37	07/08/2022	01.430.374 Equipment Repai	409.08	072122
393	Plasterer Equipment Company Inc	P18014	receiver and kit unit 303	07/08/2022	01.426.372 Repairs & Mainte	246.22	072122
Total Plasterer Equipment Company Inc:						968.39	
PlayPower LT Farmington, Inc.							
1198	PlayPower LT Farmington, Inc.	1400258639	playground mulch	06/24/2022	01.454.221 Mulch	10,427.60	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total PlayPower LT Farmington, Inc.:						10,427.60	
Preferred EAP							
1730	Preferred EAP	168-2022-3	July- Sept EAP Program	07/01/2022	01.487.196 Health Insurance	345.45	072122
Total Preferred EAP:						345.45	
Pure Water Technology of Central PA							
1315	Pure Water Technology of Central	148678	Monthly Rental purification unit M	07/01/2022	01.409.372 Repairs & Mainte	59.00	072122
Total Pure Water Technology of Central PA:						59.00	
Quigley Chevrolet							
404	Quigley Chevrolet	117462	part/harness unit 66	06/29/2022	01.454.378 Vehicle Repairs	72.48	072122
Total Quigley Chevrolet:						72.48	
R H Lorish Mower Shop							
407	R H Lorish Mower Shop	0000018963	gravelly belts	07/05/2022	01.454.253 Machinery & Equi	103.90	072122
407	R H Lorish Mower Shop	0000019004	starter assembly, harness assemb	07/06/2022	01.454.253 Machinery & Equi	100.91	072122
Total R H Lorish Mower Shop:						204.81	
RelaDyne Northeast LLC							
1700	RelaDyne Northeast LLC	R044926-IN	tank rental June 2022	06/30/2022	01.409.372 Repairs & Mainte	300.00	072122
Total RelaDyne Northeast LLC:						300.00	
Reynolds Business Systems Inc							
1191	Reynolds Business Systems Inc	P6160	Property file scanning	06/30/2022	01.407.613 Capital-Office/ IT	4,441.74	072122
Total Reynolds Business Systems Inc:						4,441.74	
Rhythm Engineering LLC							
1471	Rhythm Engineering LLC	20220627-05	consult re N Klocks site drive E &	06/27/2022	01.433.372 Repairs & Mainte	100.00	072122
Total Rhythm Engineering LLC:						100.00	
Schiff's Food Service Inc							
1829	Schiff's Food Service Inc	1614647	pretzels and hot dogs	07/06/2022	01.452.229 Snack Bar - Food	529.54	072122
Total Schiff's Food Service Inc:						529.54	
Signal Service Inc							
460	Signal Service Inc	045374	hamilton and klocks	06/28/2022	01.433.372 Repairs & Mainte	1,328.50	072122
Total Signal Service Inc:						1,328.50	
Staver Hydraulics Company Inc							
472	Staver Hydraulics Company Inc	P-10601-0	o-rings, hoses, clamps etc unit 35	06/27/2022	01.430.374 Equipment Repai	234.58	072122
Total Staver Hydraulics Company Inc:						234.58	
Times News Inc							
765	Times News Inc	100521073	planning comm July Mtg	06/30/2022	01.405.341 Advertising	30.63	072122

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Times News Inc:						30.63	
TransEdge Truck Center							
498	TransEdge Truck Center	33717P1	brake hose chamber filter unit 7	07/06/2022	01.430.374 Equipment Repai	58.97	072122
498	TransEdge Truck Center	33717P1	filter	07/06/2022	01.430.241 Operating Suppli	15.76	072122
498	TransEdge Truck Center	33926P1	brake chamber unit 71	07/08/2022	01.409.260 Small Tools & Mi	138.41	072122
498	TransEdge Truck Center	33934P1	brake chamber	07/11/2022	01.430.374 Equipment Repai	276.82	072122
Total TransEdge Truck Center:						489.96	
Uline Shipping Supplies							
974	Uline Shipping Supplies	150500013	graffitit remover	06/22/2022	01.454.241 Operating Suppli	64.27	072122
Total Uline Shipping Supplies:						64.27	
United States Treasury							
1005	United States Treasury	2022-661	PCOR fee 2021 (HRA)	07/12/2022	01.487.196 Health Insurance	72.32	072122
Total United States Treasury:						72.32	
Utility Refunds							
1551	Utility Refunds	2022-662	refund overpayment UB # 10633.	06/23/2022	08.250150 Customer Refund	130.00	072122
1551	Utility Refunds	2022-663	Refund overpayment UB 10852.0	06/23/2022	08.250150 Customer Refund	228.00	072122
1551	Utility Refunds	2022-664	Refund overpayemnt UB 2649.01	06/23/2022	08.250150 Customer Refund	38.23	072122
1551	Utility Refunds	2022-665	Refund overpayemnt UB 13740.0	06/23/2022	08.250150 Customer Refund	67.30	072122
1551	Utility Refunds	2022-669	refund overpayment UB 7343.01	07/12/2022	08.250150 Customer Refund	78.51	072122
Total Utility Refunds:						542.04	
Verizon							
514	Verizon	2022-658	610-530-5738	06/22/2022	01.433.321 Phone & Data	35.95	072122
Total Verizon:						35.95	
Verizon Connect NWF Inc							
1661	Verizon Connect NWF Inc	OSV00000281	GPS Service Fee June 2022	07/01/2022	01.440.324 Wireless Equipm	647.60	072122
Total Verizon Connect NWF Inc:						647.60	
Wehrung's Macungie LLC							
1810	Wehrung's Macungie LLC	11351	nut driver set, socket and screws	06/29/2022	01.454.260 Small Tools & Mi	31.15	072122
1810	Wehrung's Macungie LLC	11391	mortar mix	06/30/2022	08.429.241 Operating Suppli	40.68	072122
1810	Wehrung's Macungie LLC	11391	returned incorrect mortar	06/30/2022	08.429.241 Operating Suppli	52.32	072122
1810	Wehrung's Macungie LLC	11515	hills temp clousure of pavillion	07/05/2022	01.409.372 Repairs & Mainte	52.19	072122
1810	Wehrung's Macungie LLC	11548	misc repair parts	07/05/2022	01.409.372 Repairs & Mainte	15.49	072122
1810	Wehrung's Macungie LLC	11598	staff supplies	07/06/2022	01.413.260 Small Tools & Mi	16.22	072122
1810	Wehrung's Macungie LLC	11722	drill bits	07/08/2022	01.409.378 Vehicle Repairs	27.54	072122
1810	Wehrung's Macungie LLC	11810	e texas railing repair	07/11/2022	01.409.372 Repairs & Mainte	18.48	072122
1810	Wehrung's Macungie LLC	11850	catch basin repair	07/12/2022	01.436.372 Repairs & Mainte	20.34	072122
Total Wehrung's Macungie LLC:						169.77	
Wetzel Enterprises							
527	Wetzel Enterprises	22-6-79	annex breakers	06/30/2022	01.409.372 Repairs & Mainte	294.76	072122
Total Wetzel Enterprises:						294.76	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Grand Totals:						<u>330,569.33</u>	

Dated: _____

Commissioner: _____

Report Criteria:

Detail report.

Invoice detail records above \$0.00 included.

Paid and unpaid invoices included.

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[Report].Invoice Number = "116785","116734","113860","21-8907","21-8925","113872","21-8910","113831","21-8926","21-8330","112201","21-8989","21-8332","113851","21-8976","21-8974","21-8975","110602","112202"

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[Report].Invoice Number = {OR} {IS NULL}

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
CKS Engineers, Inc.							
1715	CKS Engineers, Inc.	21-8330	1040 S Krocks Rd	05/02/2022	36.414.313 DEV ESC Engineerin	65.00	
1715	CKS Engineers, Inc.	21-8332	7991 Quarry Rd	05/02/2022	36.414.313 DEV ESC Engineerin	3,236.32	
1715	CKS Engineers, Inc.	21-8907	Stone Hill Meadows Ph 2	06/06/2022	36.414.313 DEV ESC Engineerin	849.06	
1715	CKS Engineers, Inc.	21-8910	U Haut- Spring Creek Rd	06/06/2022	36.414.313 DEV ESC Engineerin	2,745.38	
1715	CKS Engineers, Inc.	21-8925	BT Stonehill	06/06/2022	36.414.313 DEV ESC Engineerin	1,015.12	
1715	CKS Engineers, Inc.	21-8926	3109 Macungie Rd	06/06/2022	36.414.313 DEV ESC Engineerin	2,535.00	
1715	CKS Engineers, Inc.	21-8974	Wayfnding Sinage	06/06/2022	36.414.313 DEV ESC Engineerin	1,200.00	
1715	CKS Engineers, Inc.	21-8975	Sauerkraut Ln- Prologis	06/06/2022	36.414.313 DEV ESC Engineerin	2,701.50	
1715	CKS Engineers, Inc.	21-8976	Sauerkraut Ln	06/06/2022	36.414.313 DEV ESC Engineerin	1,935.00	
1715	CKS Engineers, Inc.	21-8989	7991 Quarry Rd	06/06/2022	36.414.313 DEV ESC Engineerin	814.76	
Total CKS Engineers, Inc.:						<u>17,097.14</u>	
High Swartz LLP							
1734	High Swartz LLP	110602	Farr View Subdivision	04/01/2022	36.404.401 DEV ESC Solicitor	175.00	
1734	High Swartz LLP	112201	Avery Quinn Group	05/02/2022	36.404.401 DEV ESC Solicitor	281.50	
1734	High Swartz LLP	112202	Farr View Subdivision	05/02/2022	36.404.401 DEV ESC Solicitor	88.50	
1734	High Swartz LLP	113831	3109 Macungie Rd	06/01/2022	36.404.401 DEV ESC Solicitor	1,082.50	
1734	High Swartz LLP	113851	7991 Quarry Rd	06/01/2022	36.404.401 DEV ESC Solicitor	147.50	
1734	High Swartz LLP	113860	The Shelby outdoor	06/01/2022	36.404.401 DEV ESC Solicitor	113.50	
1734	High Swartz LLP	113872	Trexler Business Center	06/01/2022	36.404.401 DEV ESC Solicitor	109.00	
1734	High Swartz LLP	116734	dev escrow solicitor	07/01/2022	36.404.401 DEV ESC Solicitor	59.00	072122
1734	High Swartz LLP	116785	developers escrow sewer	07/01/2022	36.404.401 DEV ESC Solicitor	413.00	072122
Total High Swartz LLP:						<u>2,469.50</u>	
Grand Totals:						<u><u>19,566.64</u></u>	

Dated: _____

Commissioner: _____

Report Criteria:

Detail report.

Invoice detail records above \$0.00 included.

Only paid invoices included.

Invoice.Batch = "070722"

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
4 five							
1781	4 five	2022-617	admissions shirts	06/22/2022	01.452.249 General Expense	123.00	070722
1781	4 five	2191	playground t shirts	06/13/2022	01.453.249 General Expense	760.00	070722
1781	4 five	2192	snack bar t-shirts	06/13/2022	01.452.249 General Expense	111.00	070722
Total 4 five:						994.00	
ABARTA Coca Cola Beverages, LLC							
86	ABARTA Coca Cola Beverages, L	1687210959	Snack Bar	06/10/2022	01.452.229 Snack Bar - Food	271.06	070722
86	ABARTA Coca Cola Beverages, L	1691220620	Snack Bar	06/27/2022	01.452.229 Snack Bar - Food	234.76	070722
Total ABARTA Coca Cola Beverages, LLC:						505.82	
A-B-E Laboratory							
10	A-B-E Laboratory	21330	monthly water analysis	06/24/2022	01.409.372 Repairs & Mainte	69.00	070722
Total A-B-E Laboratory:						69.00	
Altek Business Systems Inc							
864	Altek Business Systems Inc	236924	Copy room copier	06/13/2022	01.405.450 Contracted Servi	776.82	070722
Total Altek Business Systems Inc:						776.82	
American United Life Insurance Co							
1063	American United Life Insurance C	2022-644	Life & Disability Insurance July	06/17/2022	01.487.160 Disability Insuran	3,410.57	070722
Total American United Life Insurance Co:						3,410.57	
Anchor Fence Company Inc							
32	Anchor Fence Company Inc	7447	campus AC unit privacy fence	06/20/2022	01.454.372 Repairs & Mainte	5,776.00	070722
32	Anchor Fence Company Inc	7527	5 sets 2/2 residential hinges and 3	06/23/2022	01.454.372 Repairs & Mainte	83.75	070722
Total Anchor Fence Company Inc:						5,859.75	
Auto Zone							
40	Auto Zone	1870503756	battery unit 95	06/08/2022	01.409.378 Vehicle Repairs	145.39	070722
40	Auto Zone	1870511062	oil filter unit 28	06/20/2022	01.409.378 Vehicle Repairs	2.89	070722
40	Auto Zone	1870511062	wiper blades unit 59	06/20/2022	01.430.378 Vehicle Repairs	37.38	070722
40	Auto Zone	1870512357	part unit 79	06/22/2022	01.430.374 Equipment Repai	3.99	070722
40	Auto Zone	1870512357	shop	06/22/2022	01.430.241 Operating Suppli	74.58	070722
40	Auto Zone	1870513639	oil, filters, roton etc unit 4	06/24/2022	01.430.378 Vehicle Repairs	270.86	070722
40	Auto Zone	1870515257	part unit 4	06/27/2022	01.430.378 Vehicle Repairs	11.34	070722
40	Auto Zone	1870515276	parts unit 4	06/27/2022	01.430.378 Vehicle Repairs	124.16	070722
40	Auto Zone	1870515277	return unit 4	06/27/2022	01.430.378 Vehicle Repairs	124.14	070722
40	Auto Zone	1870515801	battery shop	06/28/2022	01.430.241 Operating Suppli	46.09	070722
Total Auto Zone:						592.54	
B. W. Horn							
41	B. W. Horn	38250	fire extinguisher maint and service	06/08/2022	01.409.372 Repairs & Mainte	1,447.75	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total B. W. Horn:						1,447.75	
Bachman's Roofing, Building & Remodeling							
1685	Bachman's Roofing, Building & Re	29223	3455 Barn Gutter repair - Schantz	06/14/2022	01.409.372 Repairs & Mainte	1,249.00	070722
Total Bachman's Roofing, Building & Remodeling:						1,249.00	
Baked on Promise LLC							
1947	Baked on Promise LLC	12	Instructor- Cookie Decorating	06/06/2022	01.451.310 Prof. Svs/Intructo	120.00	070722
Total Baked on Promise LLC:						120.00	
Bell Hardware and Supply Inc							
45	Bell Hardware and Supply Inc	27391/1	fire extinguishers unit 97	06/08/2022	01.430.374 Equipment Repai	53.97	070722
45	Bell Hardware and Supply Inc	27391/1	fire extinuishers unit 55	06/08/2022	01.430.374 Equipment Repai	27.00	070722
45	Bell Hardware and Supply Inc	27405/1	rivets and backup washers	06/09/2022	01.454.241 Operating Suppli	11.18	070722
45	Bell Hardware and Supply Inc	27439/1	plumbers putty utility knife	06/13/2022	01.430.241 Operating Suppli	13.17	070722
Total Bell Hardware and Supply Inc:						105.32	
Bergey's Inc							
48	Bergey's Inc	T1404277R	Unit 20 4 tires, mount and disposa	06/14/2022	01.430.374 Equipment Repai	2,213.08	070722
48	Bergey's Inc	T1404483R	tire repair unit 78	06/15/2022	01.454.374 Equipment Repai	45.50	070722
48	Bergey's Inc	T1404288R	tires etc unit 79	06/09/2022	01.430.374 Equipment Repai	260.48	070722
Total Bergey's Inc:						2,519.06	
Best Line Equipment							
50	Best Line Equipment	P73777	oil, fuel, filter unit 46	06/21/2022	01.430.374 Equipment Repai	241.65	070722
Total Best Line Equipment:						241.65	
Bluefin LLC							
1867	Bluefin LLC	23500	Community Center Roof Inspectio	06/01/2022	30.493.635 Comm Center Im	5,000.00	070722
Total Bluefin LLC:						5,000.00	
Bowers Sales and Rentals LLC							
1128	Bowers Sales and Rentals LLC	140839	brush cutter	06/24/2022	01.430.260 Small Tools & Mi	452.92	070722
Total Bowers Sales and Rentals LLC:						452.92	
BSN Sports							
631	BSN Sports	917360577	steel basket ball nets stock misc p	06/17/2022	01.409.372 Repairs & Mainte	463.62	070722
Total BSN Sports:						463.62	
Capital Blue Cross							
70	Capital Blue Cross	221660025694	Health Insurance July 2022	06/15/2022	01.487.196 Health Insurance	49,389.78	070722
70	Capital Blue Cross	221660025694	Health Insurance OPEB July 2022	06/15/2022	01.487.198 Post Retire Healt	1,285.04	070722
Total Capital Blue Cross:						50,674.82	
Central PA Teamsters Health & Welfare Fu							
1494	Central PA Teamsters Health & W	2022-643	Public Works Health Insurance Au	06/30/2022	01.487.196 Health Insurance	43,357.08	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Central PA Teamsters Health & Welfare Fu:						43,357.08	
CertaPro Painters							
1463	CertaPro Painters	1327-3880	paint camp O farmhouse	06/21/2022	01.409.375 Rental Property	7,860.00	070722
1463	CertaPro Painters	2022-616	E Texas Gazebo patch and paint d	06/14/2022	01.409.372 Repairs & Mainte	2,250.00	070722
Total CertaPro Painters:						10,110.00	
Certified Laboratories Division							
76	Certified Laboratories Division	7833037	1 GRRR NAC CL	06/16/2022	01.430.241 Operating Suppli	174.75	070722
76	Certified Laboratories Division	7833037	d diesel mate	06/16/2022	01.430.241 Operating Suppli	334.50	070722
76	Certified Laboratories Division	7833037	surcharge	06/16/2022	01.430.241 Operating Suppli	9.95	070722
Total Certified Laboratories Division:						519.20	
Cintas Corporation #101							
1720	Cintas Corporation #101	2022-641	Credir for Dev Kannan jacket nev	06/28/2022	01.413.191 Uniform & Safety	2.00-	070722
1720	Cintas Corporation #101	2022-642	credit for Dev Kannon Jacket nev	06/21/2022	01.413.191 Uniform & Safety	2.00-	070722
1720	Cintas Corporation #101	4122393250	mats, mops, mun bld	06/14/2022	01.409.372 Repairs & Mainte	4.99	070722
1720	Cintas Corporation #101	4122393250	uniforms permits dept	06/14/2022	01.413.191 Uniform & Safety	27.33	070722
1720	Cintas Corporation #101	4122393928	mats, mops, towels, annex	06/14/2022	01.409.372 Repairs & Mainte	32.23	070722
1720	Cintas Corporation #101	4122393928	uniforms- facilities	06/14/2022	01.409.191 Uniform & Safety	70.45	070722
1720	Cintas Corporation #101	4122393928	uniforms roads	06/14/2022	01.430.191 Uniform & Safety	156.43	070722
1720	Cintas Corporation #101	4122393928	uniforms- PW Admin	06/14/2022	01.440.191 Uniform & Safety	11.54	070722
1720	Cintas Corporation #101	4122393928	uniforms parks	06/14/2022	01.454.191 Uniform & Safety	104.37	070722
1720	Cintas Corporation #101	4122393928	uniforms sewers	06/14/2022	08.429.191 Uniform & Safety	71.07	070722
1720	Cintas Corporation #101	4123056882	mats, mops, mun bld	06/21/2022	01.409.372 Repairs & Mainte	4.99	070722
1720	Cintas Corporation #101	4123056882	unifroms permits dept	06/21/2022	01.413.191 Uniform & Safety	29.32	070722
1720	Cintas Corporation #101	4123057636	mats, mops, towels annex	06/21/2022	01.409.372 Repairs & Mainte	32.23	070722
1720	Cintas Corporation #101	4123057636	uniforms facilities	06/21/2022	01.409.191 Uniform & Safety	70.45	070722
1720	Cintas Corporation #101	4123057636	uniforms roads	06/21/2022	01.430.191 Uniform & Safety	156.43	070722
1720	Cintas Corporation #101	4123057636	uniforms pw admin	06/21/2022	01.440.191 Uniform & Safety	11.54	070722
1720	Cintas Corporation #101	4123057636	uniforms parks	06/21/2022	01.454.191 Uniform & Safety	104.37	070722
1720	Cintas Corporation #101	4123057636	unfiroms sewers	06/21/2022	08.429.191 Uniform & Safety	71.07	070722
1720	Cintas Corporation #101	4123769509	mats, mops mun bld	06/28/2022	01.409.372 Repairs & Mainte	4.99	070722
1720	Cintas Corporation #101	4123769509	uniforms permits dept	06/28/2022	01.413.191 Uniform & Safety	29.32	070722
1720	Cintas Corporation #101	4123769892	mats, mops, towels annex	06/28/2022	01.409.372 Repairs & Mainte	74.13	070722
1720	Cintas Corporation #101	4123769892	uniforms facillies	06/28/2022	01.409.191 Uniform & Safety	70.45	070722
1720	Cintas Corporation #101	4123769892	uniforms roads	06/28/2022	01.430.191 Uniform & Safety	156.43	070722
1720	Cintas Corporation #101	4123769892	uniforms pw admin	06/28/2022	01.440.191 Uniform & Safety	11.54	070722
1720	Cintas Corporation #101	4123769892	uniforms parks	06/28/2022	01.454.191 Uniform & Safety	104.37	070722
1720	Cintas Corporation #101	4123769892	uniforms sewers	06/28/2022	08.429.191 Uniform & Safety	71.07	070722
Total Cintas Corporation #101:						1,477.11	
CivicPlus LLC							
1728	CivicPlus LLC	221400	CP Pay, productivity	03/26/2022	01.407.450 Contracted Servi	4,550.00	070722
Total CivicPlus LLC:						4,550.00	
CKS Engineers, Inc.							
1715	CKS Engineers, Inc.	20-3655	Planning Module Review	08/03/2022	01.414.313 Engineering & Ar	254.00	070722
1715	CKS Engineers, Inc.	21-2800	General Services	06/01/2021	01.408.313 Engineering & Ar	244.00	070722
1715	CKS Engineers, Inc.	21-411	2353 S Pewter St	01/04/2021	01.250200 Road Opening De	188.00	070722
1715	CKS Engineers, Inc.	21-434	Gehman Rd Bridge	01/15/2021	30.493.650 Bridge Upgrades	7,741.50	070722
1715	CKS Engineers, Inc.	21-8878	5741 Quall Creek rd	06/06/2022	01.414.312 Engineer-On Lot	120.00	070722
1715	CKS Engineers, Inc.	21-8879	2384 Mадiera Dr	06/06/2022	01.414.312 Engineer-On Lot	120.00	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
1715	CKS Engineers, Inc.	21-8880	2759 Evergreen Cir	06/06/2022	01.414.312 Engineer-On Lot	276.00	070722
1715	CKS Engineers, Inc.	21-8881	4045 Maulfiar Dr	06/06/2022	01.414.312 Engineer-On Lot	216.00	070722
1715	CKS Engineers, Inc.	21-8882	6809 Gorr St	06/06/2022	01.414.312 Engineer-On Lot	216.00	070722
1715	CKS Engineers, Inc.	21-8883	4310 Ravenswood Rd	06/06/2022	01.414.312 Engineer-On Lot	372.00	070722
1715	CKS Engineers, Inc.	21-8884	6997 Tuscany Dr	06/06/2022	01.414.312 Engineer-On Lot	216.00	070722
1715	CKS Engineers, Inc.	21-8885	3660 Sweet Meadow Ct	06/06/2022	01.414.312 Engineer-On Lot	96.00	070722
1715	CKS Engineers, Inc.	21-8886	6533 Scenic View Dr	06/06/2022	01.414.312 Engineer-On Lot	96.00	070722
1715	CKS Engineers, Inc.	21-8887	2033 Rolling Meadow Dr	06/06/2022	01.414.312 Engineer-On Lot	96.00	070722
1715	CKS Engineers, Inc.	21-8888	6903 Sunflower Ln	06/06/2022	01.414.312 Engineer-On Lot	156.00	070722
1715	CKS Engineers, Inc.	21-8889	6980 Periwinkle Ct	06/06/2022	01.414.312 Engineer-On Lot	156.00	070722
1715	CKS Engineers, Inc.	21-8890	2573 Mill House Rd	06/06/2022	01.414.312 Engineer-On Lot	156.00	070722
1715	CKS Engineers, Inc.	21-8891	2328 Riverbend Rd	06/06/2022	01.414.312 Engineer-On Lot	240.00	070722
1715	CKS Engineers, Inc.	21-8892	3640 Sweet Meadow Ct	06/06/2022	01.414.312 Engineer-On Lot	288.00	070722
1715	CKS Engineers, Inc.	21-8893	3540 Swabia Ct	06/06/2022	01.414.312 Engineer-On Lot	288.00	070722
1715	CKS Engineers, Inc.	21-8894	1167 Hillview Rd	06/06/2022	01.414.312 Engineer-On Lot	96.00	070722
1715	CKS Engineers, Inc.	21-8895	5918 Lower Macungie Rd	06/06/2022	01.414.312 Engineer-On Lot	222.00	070722
1715	CKS Engineers, Inc.	21-8896	2299 Bordeaux Dr	06/06/2022	01.414.312 Engineer-On Lot	192.00	070722
1715	CKS Engineers, Inc.	21-8897	7404 Green Hill Dr	06/06/2022	01.414.312 Engineer-On Lot	96.00	070722
1715	CKS Engineers, Inc.	21-8933	Pre_PC Mtg	06/06/2022	01.414.313 Engineering & Ar	195.00	070722
1715	CKS Engineers, Inc.	21-8934	General Planning	06/06/2022	01.414.313 Engineering & Ar	1,885.00	070722
1715	CKS Engineers, Inc.	21-8935	Traffic Concerns	06/06/2022	01.408.313 Engineering & Ar	65.00	070722
1715	CKS Engineers, Inc.	21-8936	Ordinance updates	06/06/2022	01.414.313 Engineering & Ar	455.00	070722
1715	CKS Engineers, Inc.	21-8937	Pre App/Planning Meetings	06/06/2022	01.414.312 Engineer-On Lot	130.00	070722
1715	CKS Engineers, Inc.	21-8938	Olympic Ridge	06/06/2022	01.436.313 Engineering	65.00	070722
1715	CKS Engineers, Inc.	21-8939	Twp Trail System	06/06/2022	30.493.613 Walking Trails	9,362.35	070722
1715	CKS Engineers, Inc.	21-8940	Community Center Roof Repair	06/06/2022	30.493.635 Comm Center Im	654.00	070722
1715	CKS Engineers, Inc.	21-8941	Kratzer Farm	06/06/2022	30.493.613 Walking Trails	985.00	070722
1715	CKS Engineers, Inc.	21-8942	Community Center	06/06/2022	30.493.635 Comm Center Im	185.00	070722
1715	CKS Engineers, Inc.	21-8943	7109 Heather Rd	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8944	7308 Periwinkle Dr	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8945	1976 Goldenrod	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8946	4478 S Cedarbrook	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8947	7300 Periwinkle Dr	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8948	7320 Periwinkle Dr	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8949	7313 Periwinkle Dr	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8950	7510 Catalpa Dr	06/06/2022	01.250200 Road Opening De	156.00	070722
1715	CKS Engineers, Inc.	21-8951	6242 Sage Dr	06/06/2022	01.250200 Road Opening De	156.00	070722
1715	CKS Engineers, Inc.	21-8952	3501 Coventry Rd	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8953	4477 Commonwealth	06/06/2022	01.250200 Road Opening De	60.00	070722
1715	CKS Engineers, Inc.	21-8954	Schoeneck Rd @ RR Xing	06/06/2022	01.250200 Road Opening De	96.00	070722
1715	CKS Engineers, Inc.	21-8955	Chruch St RR Crossing	06/06/2022	01.250200 Road Opening De	96.00	070722
1715	CKS Engineers, Inc.	21-8956	Clearview Manor	06/06/2022	01.250200 Road Opening De	96.00	070722
1715	CKS Engineers, Inc.	21-8958	Line Stripping	06/06/2022	01.408.313 Engineering & Ar	576.00	070722
1715	CKS Engineers, Inc.	21-8959	2022 Crack Seal	06/06/2022	01.408.313 Engineering & Ar	60.00	070722
1715	CKS Engineers, Inc.	21-8960	2022 Bridge Survey	06/06/2022	01.408.313 Engineering & Ar	360.00	070722
1715	CKS Engineers, Inc.	21-8961	Twp Bridges General	06/06/2022	01.408.313 Engineering & Ar	125.00	070722
1715	CKS Engineers, Inc.	21-8962	Gehman Rd Bridge	06/06/2022	30.493.650 Bridge Upgrades	1,302.00	070722
1715	CKS Engineers, Inc.	21-8963	Orchard Ln RR Crossing	06/06/2022	01.408.313 Engineering & Ar	125.00	070722
1715	CKS Engineers, Inc.	21-8964	2022 Sanitary Sewer Lateral	06/06/2022	08.493.610 Capital Construct	240.88	070722
1715	CKS Engineers, Inc.	21-8965	2022 Sanitary Sewer Tee	06/06/2022	08.493.610 Capital Construct	1,325.46	070722
1715	CKS Engineers, Inc.	21-8966	LCA & Western Lehigh	06/06/2022	08.408.313 Engineering & Ar	715.00	070722
1715	CKS Engineers, Inc.	21-8967	Planning Module Reviews	06/06/2022	08.408.313 Engineering & Ar	130.00	070722
1715	CKS Engineers, Inc.	21-8968	Chapter 94	06/06/2022	08.408.313 Engineering & Ar	300.00	070722
1715	CKS Engineers, Inc.	21-8969	I & I	06/06/2022	08.493.610 Capital Construct	1,771.00	070722
1715	CKS Engineers, Inc.	21-8970	Sewer General	06/06/2022	08.408.313 Engineering & Ar	1,727.00	070722
1715	CKS Engineers, Inc.	21-8971	LCA monitoring well reporting	06/06/2022	01.408.313 Engineering & Ar	785.00	070722
1715	CKS Engineers, Inc.	21-8972	Maulfair Drainage	06/06/2022	30.493.658 Storm Water	771.51	070722
1715	CKS Engineers, Inc.	21-8973	Compost facility access	06/06/2022	30.493.463 Contracted Pavin	828.00	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
1715	CKS Engineers, Inc.	21-8977	Brandywine Fire house Basin As-	06/06/2022	01.436.313 Engineering	900.00	070722
1715	CKS Engineers, Inc.	21-8979	MS4	06/06/2022	01.436.313 Engineering	60.00	070722
1715	CKS Engineers, Inc.	21-8980	GIS Service	06/06/2022	08.408.313 Engineering & Ar	3,600.00	070722
1715	CKS Engineers, Inc.	21-8981	Reports	06/06/2022	01.408.313 Engineering & Ar	65.00	070722
1715	CKS Engineers, Inc.	21-8982	Drainage Concerns	06/06/2022	01.436.313 Engineering	195.00	070722
1715	CKS Engineers, Inc.	21-8983	BOC Meetings	06/06/2022	01.408.313 Engineering & Ar	780.00	070722
1715	CKS Engineers, Inc.	21-8984	General	06/06/2022	01.408.313 Engineering & Ar	746.00	070722
1715	CKS Engineers, Inc.	21-8991	Brandywine Swale BMP Project	06/06/2022	30.493.658 Storm Water	19,436.40	070722
Total CKS Engineers, Inc.:						64,187.10	
Clarke Mosquito Control Products							
1681	Clarke Mosquito Control Products	5100972	altosid xr briguets for Lehigh co co	06/14/2022	01.454.241 Operating Suppli	787.60	070722
Total Clarke Mosquito Control Products:						787.60	
Community Center Reimbursements							
1724	Community Center Reimburseme	2022-619	Refund security deposit rental at	06/21/2022	01.250000 Security Reserve	300.00	070722
1724	Community Center Reimburseme	2022-622	Refund Security Deposit Camp Ol	06/14/2022	01.250000 Security Reserve	300.00	070722
1724	Community Center Reimburseme	2022-623	Refund Security Deposit Camp Ol	06/14/2022	01.250000 Security Reserve	300.00	070722
Total Community Center Reimbursements:						900.00	
Damon Barraca							
1972	Damon Barraca	2022-614	CDL license renewal	06/20/2022	01.454.249 General Expense	72.00	070722
Total Damon Barraca:						72.00	
Direct Energy Business							
1252	Direct Energy Business	HS23075818	688132-61528	06/09/2022	01.409.230 Heating Fuel	29.67	070722
1252	Direct Energy Business	HS23080140	688132-61530	06/13/2022	01.409.230 Heating Fuel	40.96	070722
1252	Direct Energy Business	HS23093431	688132-61529	06/21/2022	01.409.230 Heating Fuel	2,839.29	070722
Total Direct Energy Business:						2,909.92	
Dual Temp Company Inc							
547	Dual Temp Company Inc	574	Community center vac issues	06/01/2022	01.451.372 Repairs & Mainte	194.00	070722
547	Dual Temp Company Inc	664	Campus HVAC- Zoning officer offi	06/01/2022	01.409.372 Repairs & Mainte	290.00	070722
547	Dual Temp Company Inc	690	Campus HVAC Permit clerk area	06/01/2022	01.409.372 Repairs & Mainte	98.00	070722
547	Dual Temp Company Inc	861	Campus HVAC fire inspector offic	06/09/2022	01.409.372 Repairs & Mainte	386.00	070722
Total Dual Temp Company Inc:						968.00	
Emmaus Aquatic Club							
1776	Emmaus Aquatic Club	1175	swim lessons	06/08/2022	01.452.450 Contracted Servi	1,020.00	070722
1776	Emmaus Aquatic Club	1177	Swim lessons	06/10/2022	01.452.450 Contracted Servi	480.00	070722
1776	Emmaus Aquatic Club	1179	swim lessons	06/19/2022	01.452.450 Contracted Servi	240.00	070722
Total Emmaus Aquatic Club:						1,740.00	
Engelman Construction Inc							
146	Engelman Construction Inc	17683	landing @ campus patio	06/17/2022	01.409.372 Repairs & Mainte	4,460.00	070722
Total Engelman Construction Inc:						4,460.00	
Express Business Center							
154	Express Business Center	32320	# 10 window envelopes	06/08/2022	01.405.210 Office Supplies	700.00	070722
154	Express Business Center	32320	# 10 non window envelopes	06/08/2022	01.405.210 Office Supplies	660.00	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Express Business Center:						1,360.00	
Fastenal Company							
159	Fastenal Company	PAAL1156228	cotter pins etc shop	06/02/2022	01.430.241 Operating Suppli	29.25	070722
159	Fastenal Company	PAAL1156329	drill bits tool	06/13/2022	01.430.260 Small Tools & Mi	103.51	070722
159	Fastenal Company	PAAL1156330	screws shop	06/13/2022	01.430.241 Operating Suppli	28.49	070722
Total Fastenal Company:						161.25	
Fulton Bank Visa							
172	Fulton Bank Visa	02051649999	Twp Checks combined account	06/02/2022	01.402.210 Office Supplies	372.74	070722
172	Fulton Bank Visa	049302001-00	4201-0493020-01	05/01/2022	01.406.321 Phone & Data	2,031.41	070722
172	Fulton Bank Visa	049303401-00	4201-0493034-01	05/01/2022	01.406.321 Phone & Data	213.94	070722
172	Fulton Bank Visa	049303501-00	4201-0493035-01	05/01/2022	01.406.321 Phone & Data	48.66	070722
172	Fulton Bank Visa	049724001-00	4201-0497240-01	05/06/2022	01.433.321 Phone & Data	343.47	070722
172	Fulton Bank Visa	064186502-00	4201-0641865-02	04/29/2022	01.406.321 Phone & Data	62.27	070722
172	Fulton Bank Visa	071787501-00	4201-0717875-01	05/01/2022	01.406.321 Phone & Data	67.57	070722
172	Fulton Bank Visa	072546601-00	4201-0725466-01	05/01/2022	01.406.321 Phone & Data	116.60	070722
172	Fulton Bank Visa	0729072701-0	4201-0729027-01	04/29/2022	01.433.321 Phone & Data	35.66	070722
172	Fulton Bank Visa	101305160	ICC certification tests	06/03/2022	01.413.460 Training & Confer	460.00	070722
172	Fulton Bank Visa	111-0060738-1	cig recepracle -pool	05/31/2022	01.452.372 Repairs & Mainte	74.95	070722
172	Fulton Bank Visa	111-0387574-8	magnifier reader	05/16/2022	01.451.241 Operating Suppli	8.59	070722
172	Fulton Bank Visa	111-8246625-0	urinal screens	05/31/2022	01.409.241 Operating Suppli	106.35	070722
172	Fulton Bank Visa	111-8673180-7	bath fan	06/02/2022	01.409.372 Repairs & Mainte	63.41	070722
172	Fulton Bank Visa	112-9477941-4	fluid extractor syringe	06/01/2022	01.454.260 Small Tools & Mi	29.54	070722
172	Fulton Bank Visa	114-5200392-3	rubermid bin, clorox wipes	06/01/2022	01.452.229 Snack Bar - Food	24.48	070722
172	Fulton Bank Visa	114-5468730-8	1 set of 3 baseball bases	05/18/2022	01.453.249 General Expense	215.88	070722
172	Fulton Bank Visa	114-7386425-7	fellows power shredder	05/13/2022	01.451.260 Small Tools & Mi	292.99	070722
172	Fulton Bank Visa	114-8541449-9	clorox wand refills	05/25/2022	01.452.249 General Expense	49.80	070722
172	Fulton Bank Visa	123694	community center floor inspection	05/23/2022	30.493.635 Comm Center Im	2,500.00	070722
172	Fulton Bank Visa	19594	webinar	06/03/2022	01.413.460 Training & Confer	25.00	070722
172	Fulton Bank Visa	2022-625	Canva yearly fee, auto renewal	06/03/2022	01.451.420 Dues, Subscriptio	119.99	070722
172	Fulton Bank Visa	2022-626	FBI Clearance CC 1	06/22/2022	01.406.249 General Expense	24.85	070722
172	Fulton Bank Visa	2022-626	FBI- Playground 5	06/22/2022	01.453.249 General Expense	124.25	070722
172	Fulton Bank Visa	2022-626	FBI- PW 1	06/22/2022	01.440.249 General Expense	24.85	070722
172	Fulton Bank Visa	2022-626	FBI- Snack bar 5	06/22/2022	01.452.249 General Expense	124.25	070722
172	Fulton Bank Visa	2022-627	criminal check PW 3	06/22/2022	01.440.249 General Expense	66.00	070722
172	Fulton Bank Visa	2022-627	criminal check snack bar 4	06/22/2022	01.452.249 General Expense	88.00	070722
172	Fulton Bank Visa	2022-627	criminal check playground 31	06/22/2022	01.453.249 General Expense	682.00	070722
172	Fulton Bank Visa	2022-628	Pizza- pool snack bar	06/06/2022	01.452.229 Snack Bar - Food	85.52	070722
172	Fulton Bank Visa	2022-630	41102284569	05/23/2022	01.409.230 Heating Fuel	169.12	070722
172	Fulton Bank Visa	2022-631	411002540002	05/23/2022	01.409.230 Heating Fuel	360.38	070722
172	Fulton Bank Visa	2022-632	411002686458	05/23/2022	01.409.230 Heating Fuel	68.51	070722
172	Fulton Bank Visa	2022-633	411007310419	05/23/2022	01.411.510 Brandywine Fire	137.45	070722
172	Fulton Bank Visa	2022-634	411003967709	05/23/2022	01.451.362 Gas	1,062.46	070722
172	Fulton Bank Visa	2022-635	SEO Renewal fee	06/10/2022	01.413.460 Training & Confer	50.00	070722
172	Fulton Bank Visa	2022-636	hot dog rolls and sponges	06/03/2022	01.452.229 Snack Bar - Food	14.75	070722
172	Fulton Bank Visa	2022-637	snack bar supplies	05/26/2022	01.452.229 Snack Bar - Food	23.25	070722
172	Fulton Bank Visa	2415372-1	fire station water bill	05/15/2022	01.411.510 Brandywine Fire	171.03	070722
172	Fulton Bank Visa	250465235-00	paper	06/10/2022	01.451.241 Operating Suppli	179.94	070722
172	Fulton Bank Visa	273778	CPRP Cert and Exam	06/06/2022	01.451.460 Training & Confer	270.00	070722
172	Fulton Bank Visa	3185448	ice cream- pool snack bar	05/30/2022	01.452.229 Snack Bar - Food	629.52	070722
172	Fulton Bank Visa	906090	membership	06/06/2022	01.451.420 Dues, Subscriptio	175.00	070722
172	Fulton Bank Visa	9907287852	Twp management	05/15/2022	01.406.324 Mobile Phones	84.38	070722
172	Fulton Bank Visa	9907287852	Permit Dept	05/15/2022	01.413.324 Mobile Phones	126.57	070722
172	Fulton Bank Visa	9907287852	Emergency Management air card	05/15/2022	01.415.324 Wireless Equipm	40.01	070722
172	Fulton Bank Visa	9907287852	pool phone	05/15/2022	01.452.249 General Expense	25.03	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
172	Fulton Bank Visa	9907287852	recreation director	05/15/2022	01.451.324 Mobile Phones	42.19	070722
172	Fulton Bank Visa	9907287852	public works	05/15/2022	01.440.324 Wireless Equipm	375.35	070722
172	Fulton Bank Visa	CC3480P6435	replacement fittings for shop tool	06/09/2022	01.430.260 Small Tools & Mi	209.80	070722
172	Fulton Bank Visa	CR020516499	credit for sales tax charges	06/02/2022	01.402.210 Office Supplies	21.10-	070722
172	Fulton Bank Visa	SO021890	plastic lumber	06/03/2022	01.454.372 Repairs & Mainte	675.60	070722
172	Fulton Bank Visa	US-4312-B	logo mat for community center	04/22/2022	01.451.260 Small Tools & Mi	220.00	070722
Total Fulton Bank Visa:						<u>13,572.26</u>	
Grainger Industrial Commercial							
188	Grainger Industrial Commercial	9353087407	Tennis court bulbs	06/22/2022	01.409.372 Repairs & Mainte	115.74	070722
188	Grainger Industrial Commercial	9353087415	door closer comm center	06/22/2022	01.451.372 Repairs & Mainte	266.48	070722
Total Grainger Industrial Commercial:						<u>382.22</u>	
Greg's Auto & Tire Service							
191	Greg's Auto & Tire Service	76731	2 20*10 tires	06/13/2022	01.454.253 Machinery & Equi	271.90	070722
Total Greg's Auto & Tire Service:						<u>271.90</u>	
H A DeHart & Son							
198	H A DeHart & Son	X101018544:0	camera parts	06/20/2022	08.429.241 Operating Suppli	492.45	070722
Total H A DeHart & Son:						<u>492.45</u>	
Hale Trailer Brake & Wheel Inc							
202	Hale Trailer Brake & Wheel Inc	1402286	back up alarm unit 313	06/23/2022	01.426.372 Repairs & Mainte	88.65	070722
202	Hale Trailer Brake & Wheel Inc	1403098	tarp and straps	06/27/2022	01.430.260 Small Tools & Mi	215.00	070722
Total Hale Trailer Brake & Wheel Inc:						<u>303.65</u>	
Harthcock Horticultural Services							
323	Harthcock Horticultural Services	39	remove 2 dead trees	06/10/2022	01.454.371 Township Tree M	2,300.00	070722
323	Harthcock Horticultural Services	40	remove dead tree over Brookside	06/28/2022	08.493.610 Capital Construct	750.00	070722
Total Harthcock Horticultural Services:						<u>3,050.00</u>	
Home Depot Credit Services							
217	Home Depot Credit Services	420317	4*8 acryliz, chisel, bar kit	05/17/2022	01.409.372 Repairs & Mainte	90.51	070722
Total Home Depot Credit Services:						<u>90.51</u>	
Horwith Trucks Inc							
219	Horwith Trucks Inc	X101136308:01	tanks, washer etc unit 20	06/07/2022	01.430.374 Equipment Repai	231.19	070722
219	Horwith Trucks Inc	X101137092:01	parts unit 20	06/13/2022	01.430.374 Equipment Repai	43.61	070722
219	Horwith Trucks Inc	X101138510:01	heater control, relay, panel etc unit	06/21/2022	08.429.374 Equipment Repai	412.28	070722
219	Horwith Trucks Inc	X101138919:01	fuel and oil filters unit 12	06/23/2022	01.430.374 Equipment Repai	77.59	070722
Total Horwith Trucks Inc:						<u>764.67</u>	
Infradapt LLC							
1729	Infradapt LLC	31897389	General IT Support	06/15/2022	01.407.450 Contracted Servi	1,644.23	070722
Total Infradapt LLC:						<u>1,644.23</u>	
Jack & Jill DSD							
1971	Jack & Jill DSD	3199708	ice cream	06/08/2022	01.452.229 Snack Bar - Food	510.51	070722
1971	Jack & Jill DSD	3218650	icecream	06/22/2022	01.452.229 Snack Bar - Food	451.13	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
1971	Jack & Jill DSD	3228585	ice cream	06/29/2022	01.452.229 Snack Bar - Food	587.65	070722
Total Jack & Jill DSD:						1,549.29	
James F. Dunleavy							
1678	James F. Dunleavy	2022-639	Island Time Band 8/20/22 Hills @	06/28/2022	01.453.310 Professional Serv	400.00	070722
Total James F. Dunleavy:						400.00	
John Deere Financial							
158	John Deere Financial	P34423	Filters, etc unit 55	05/18/2022	01.430.374 Equipment Repai	262.48	070722
Total John Deere Financial:						262.48	
Keycodes Inspection Agency							
268	Keycodes Inspection Agency	5965	Residential Inspections	06/06/2022	01.413.471 Alt Residential In	4,080.00	070722
268	Keycodes Inspection Agency	5966	Commercial Plan Reivews	06/06/2022	01.413.474 Alt Commercial P	1,745.00	070722
268	Keycodes Inspection Agency	5967	Commercial Inspections	06/06/2022	01.413.473 Alt Commercial In	13,042.43	070722
Total Keycodes Inspection Agency:						18,867.43	
Lehigh County Authority							
283	Lehigh County Authority	7826	Community Center Developer billi	05/23/2022	30.493.635 Comm Center Im	236.85	070722
283	Lehigh County Authority	7864	LCA turn on adn LOR fees # 3857	06/14/2022	08.380.900 Refunds for Expe	64.34	070722
Total Lehigh County Authority:						301.19	
Linde Gas & Equipment							
195	Linde Gas & Equipment	10947125	fork lift gas unit 79	06/14/2022	01.430.374 Equipment Repai	84.05	070722
195	Linde Gas & Equipment	1153651	cylinder rental 5/20/22-6/20/22	06/22/2022	01.430.384 Machinery & Equi	56.88	070722
Total Linde Gas & Equipment:						140.93	
Lowe and Moyer Garage Inc							
303	Lowe and Moyer Garage Inc	355521	air gilter leaf unit 52	06/09/2022	01.426.372 Repairs & Mainte	37.79	070722
Total Lowe and Moyer Garage Inc:						37.79	
Lower Macungie Fire Dept							
304	Lower Macungie Fire Dept	2022-645	2022 Grant Contribution (exp for J	06/30/2022	01.411.501 Lower Macungie	82,850.50	070722
Total Lower Macungie Fire Dept:						82,850.50	
Lower Macungie Library							
306	Lower Macungie Library	2022-620	Library Tax Revenue	06/15/2022	01.456.500 Library Subsidy	450,000.00	070722
Total Lower Macungie Library:						450,000.00	
Macmillan Oil Company							
312	Macmillan Oil Company	101915	diesel exhaust fluid 55 gal drum	06/21/2022	01.430.241 Operating Suppli	235.00	070722
312	Macmillan Oil Company	101915	full synthetic motor oil	06/21/2022	01.430.241 Operating Suppli	630.00	070722
Total Macmillan Oil Company:						865.00	
Macungie Ambulance Corps							
551	Macungie Ambulance Corps	22-07	CPR Class BLS Healthcare 5/12/2	06/03/2022	01.451.310 Prof. Svs/Intructo	210.00	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Macungie Ambulance Corps:						210.00	
Main Line Commercial Pools Inc							
319	Main Line Commercial Pools Inc	0054427-IN	sm pool mushroom	06/20/2022	01.452.372 Repairs & Mainte	1,628.17	070722
Total Main Line Commercial Pools Inc:						1,628.17	
Master Supply Line, LLC.							
326	Master Supply Line, LLC.	8-163014	snack bar supplies	06/06/2022	01.452.229 Snack Bar - Food	82.45	070722
326	Master Supply Line, LLC.	8-163175	various cleaning supplies	06/13/2022	01.451.241 Operating Suppli	488.65	070722
326	Master Supply Line, LLC.	8-163403	community center supplies	06/20/2022	01.451.241 Operating Suppli	102.00	070722
326	Master Supply Line, LLC.	8-163478	annex supplies	06/21/2022	01.409.241 Operating Suppli	966.01	070722
Total Master Supply Line, LLC.:						1,639.11	
Matco Tools Corporation							
1479	Matco Tools Corporation	38878704	tools- shop	06/22/2022	01.430.260 Small Tools & Mi	323.68	070722
Total Matco Tools Corporation:						323.68	
Mechanics Plus Towing & Transport Inc							
741	Mechanics Plus Towing & Transpo	00445	towing unit 21	06/16/2022	01.409.378 Vehicle Repairs	181.50	070722
Total Mechanics Plus Towing & Transport Inc:						181.50	
Metro Fuel Injection							
659	Metro Fuel Injection	A243432	turbo unit 20	06/03/2022	01.430.374 Equipment Repai	4,295.45	070722
659	Metro Fuel Injection	A243680	core charge credit unit 20	06/13/2022	01.430.374 Equipment Repai	850.00-	070722
Total Metro Fuel Injection:						3,445.45	
NAPA- Schantz Rd							
1841	NAPA- Schantz Rd	1744-928069	fuel, filter for diesel pump	06/21/2022	01.409.372 Repairs & Mainte	165.13	070722
1841	NAPA- Schantz Rd	1744-928321	grease multi purpose shop	06/23/2022	01.430.241 Operating Suppli	4.29	070722
1841	NAPA- Schantz Rd	1744-928322	sealant- shop	06/23/2022	01.430.241 Operating Suppli	15.99	070722
1841	NAPA- Schantz Rd	1744-928623	shop supply butane fuel	06/27/2022	01.430.241 Operating Suppli	13.99	070722
Total NAPA- Schantz Rd:						199.40	
Norris McLaughlin P.A.							
665	Norris McLaughlin P.A.	11214587	General Professional Services	06/13/2022	01.404.401 Solicitor	440.00	070722
Total Norris McLaughlin P.A.:						440.00	
Northern Safety Company Inc							
353	Northern Safety Company Inc	904827457/102	L safety gloves	06/08/2022	01.409.191 Uniform & Safety	39.72	070722
353	Northern Safety Company Inc	904827457/102	L safety gloves	06/08/2022	01.454.191 Uniform & Safety	39.72	070722
353	Northern Safety Company Inc	904827457/102	L Safety gloves	06/08/2022	01.430.191 Uniform & Safety	39.72	070722
353	Northern Safety Company Inc	904827457/102	L Safety gloves	06/08/2022	08.429.191 Uniform & Safety	39.72	070722
Total Northern Safety Company Inc:						158.88	
Novus Glass							
1606	Novus Glass	14795	winshield unit 198	06/22/2022	01.409.374 Equipment Repai	266.69	070722
Total Novus Glass:						266.69	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Odenheimer Company							
356	Odenheimer Company	26978	water softener concession @ ca	06/17/2022	01.452.372 Repairs & Mainte	1,927.55	070722
Total Odenheimer Company:						1,927.55	
Oriental Trading							
1880	Oriental Trading	717295184-02	2022 Playground Program	06/10/2022	01.453.247 Playground Supp	3,642.11	070722
Total Oriental Trading:						3,642.11	
PA Department of Human Services							
736	PA Department of Human Service	2022-624	Child Abuse Clearance 3 snack b	06/23/2022	01.452.249 General Expense	39.00	070722
736	PA Department of Human Service	2022-624	Child Abuse Clearance CC 1	06/23/2022	01.406.249 General Expense	13.00	070722
736	PA Department of Human Service	2022-624	Child Abuse Clearance playgroun	06/23/2022	01.453.249 General Expense	13.00	070722
Total PA Department of Human Services:						65.00	
PAPCO Inc							
918	PAPCO Inc	3367824	gasoline	06/08/2022	01.430.231 Vehicle Fuel	2,680.40	070722
918	PAPCO Inc	3367827	diesel fuel	06/02/2022	01.430.231 Vehicle Fuel	2,894.74	070722
918	PAPCO Inc	3367931	gasoline	06/09/2022	01.430.231 Vehicle Fuel	1,914.00	070722
918	PAPCO Inc	3368046	diesel fuel	06/13/2022	01.430.231 Vehicle Fuel	561.41	070722
918	PAPCO Inc	3368285	gasoline	06/20/2022	01.430.231 Vehicle Fuel	1,663.52	070722
918	PAPCO Inc	3368289	diesel fuel	06/20/2022	01.430.231 Vehicle Fuel	1,919.46	070722
Total PAPCO Inc:						11,633.53	
PlayPower LT Farmington, Inc.							
1198	PlayPower LT Farmington, Inc.	1400258318	church lane seat replacement	06/16/2022	01.454.254 Park Replaceme	299.98	070722
Total PlayPower LT Farmington, Inc.:						299.98	
PPL Inc							
398	PPL Inc	2022-07004	35030-07004	05/09/2022	01.454.361 Electricity	116.58	070722
398	PPL Inc	2022-486	17200-40005	05/02/2022	01.433.361 Electricity	25.11	070722
398	PPL Inc	2022-487	37800-39002	05/02/2022	01.409.361 Electricity	844.70	070722
398	PPL Inc	2022-488	55339-55015	05/02/2022	01.433.361 Electricity	31.40	070722
398	PPL Inc	2022-489	67200-35009	05/02/2022	01.409.361 Electricity	1,238.54	070722
398	PPL Inc	2022-490	99256-23015	05/02/2022	01.433.361 Electricity	42.33	070722
398	PPL Inc	2022-491	73200-43004	05/02/2022	01.434.361 Electricity	704.27	070722
398	PPL Inc	2022-492	99156-69009	05/02/2022	01.434.361 Electricity	1,680.43	070722
398	PPL Inc	2022-493	73400-43000	05/02/2022	01.434.361 Electricity	18,934.71	070722
398	PPL Inc	2022-494	53219-19005	05/02/2022	01.433.361 Electricity	55.31	070722
398	PPL Inc	2022-495	31084-45006	05/03/2022	01.451.361 Electricity	3,453.62	070722
398	PPL Inc	2022-496	95610-12001	05/06/2022	01.433.361 Electricity	50.90	070722
398	PPL Inc	2022-497	96210-12001	05/06/2022	01.454.361 Electricity	60.03	070722
398	PPL Inc	2022-498	90342-11007	05/06/2022	01.433.361 Electricity	34.83	070722
398	PPL Inc	2022-499	99022-01002	05/06/2022	01.433.361 Electricity	34.58	070722
398	PPL Inc	2022-500	94977-01004	05/06/2022	01.454.361 Electricity	85.08	070722
398	PPL Inc	2022-501	258457-25506	05/06/2022	01.433.361 Electricity	34.33	070722
398	PPL Inc	2022-502	98281-42006	05/07/2022	01.433.361 Electricity	50.88	070722
398	PPL Inc	2022-503	69677-86005	05/08/2022	01.433.361 Electricity	33.61	070722
398	PPL Inc	2022-504	24159-79003	05/08/2022	01.433.361 Electricity	43.52	070722
398	PPL Inc	2022-505	02411-55000	05/08/2022	01.433.361 Electricity	35.19	070722
398	PPL Inc	2022-506	58554-04013	05/08/2022	01.433.361 Electricity	38.87	070722
398	PPL Inc	2022-507	09420-03009	05/08/2022	01.454.361 Electricity	32.77	070722
398	PPL Inc	2022-508	02272-31003	05/08/2022	01.433.361 Electricity	48.70	070722
398	PPL Inc	2022-509	98912-11009	05/09/2022	01.454.361 Electricity	185.60	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
398	PPL Inc	2022-510	93474-36005	05/09/2022	01.433.361 Electricity	39.54	070722
398	PPL Inc	2022-511	87072-29014	05/09/2022	01.433.361 Electricity	56.25	070722
398	PPL Inc	2022-512	86228-55009	05/09/2022	01.433.361 Electricity	34.89	070722
398	PPL Inc	2022-513	73138-20019	05/09/2022	01.433.361 Electricity	32.65	070722
398	PPL Inc	2022-514	53630-07000	05/09/2022	01.433.361 Electricity	25.40	070722
398	PPL Inc	2022-515	43773-83003	05/09/2022	01.411.510 Brandywine Fire	338.10	070722
398	PPL Inc	2022-516	29837-21377	05/09/2022	01.454.361 Electricity	26.60	070722
398	PPL Inc	2022-517	22030-06000	05/09/2022	01.454.361 Electricity	72.69	070722
398	PPL Inc	2022-518	02830-06002	05/09/2022	01.433.361 Electricity	38.63	070722
398	PPL Inc	2022-519	35230-07000	05/09/2022	01.409.361 Electricity	65.02	070722
398	PPL Inc	2022-521	96509-34007	05/09/2022	01.433.361 Electricity	55.41	070722
398	PPL Inc	2022-522	29047-27575	05/09/2022	01.433.361 Electricity	31.86	070722
398	PPL Inc	2022-523	20030-07003	05/09/2022	01.433.361 Electricity	40.68	070722
398	PPL Inc	2022-524	59030-07004	05/09/2022	01.433.361 Electricity	25.28	070722
398	PPL Inc	2022-525	93977-28003	05/10/2022	01.409.361 Electricity	35.17	070722
398	PPL Inc	2022-526	07240-01003	05/10/2022	01.433.361 Electricity	25.09	070722
398	PPL Inc	2022-527	99312-12000	05/10/2022	01.433.361 Electricity	56.24	070722
398	PPL Inc	2022-528	95031-69005	05/15/2022	01.454.361 Electricity	41.56	070722
398	PPL Inc	2022-546	93971-82007	05/15/2022	01.454.361 Electricity	29.14	070722
398	PPL Inc	2022-547	91270-06025	05/15/2022	01.454.361 Electricity	52.89	070722
398	PPL Inc	2022-548	91670-06027	05/15/2022	01.409.361 Electricity	299.70	070722
398	PPL Inc	2022-549	91070-06038	05/15/2022	01.454.361 Electricity	56.30	070722
398	PPL Inc	2022-550	38531-28009	05/15/2022	01.433.361 Electricity	32.41	070722
398	PPL Inc	2022-551	12880-05006	05/16/2022	01.454.361 Electricity	26.12	070722
398	PPL Inc	2022-552	62880-08002	05/16/2022	01.433.361 Electricity	28.90	070722
398	PPL Inc	2022-553	12680-05000	05/16/2022	01.454.361 Electricity	29.50	070722
398	PPL Inc	2022-554	19200-38009	05/16/2022	01.454.361 Electricity	26.34	070722
398	PPL Inc	2022-555	88300-09024	05/17/2022	01.433.361 Electricity	39.16	070722
398	PPL Inc	2022-556	87900-09002	05/17/2022	01.433.361 Electricity	33.79	070722
398	PPL Inc	2022-557	75264-56009	05/17/2022	01.409.361 Electricity	46.20	070722
398	PPL Inc	2022-558	02676-00000	05/17/2022	01.433.361 Electricity	45.94	070722
398	PPL Inc	2022-559	01100-08001	05/17/2022	01.433.361 Electricity	32.46	070722
398	PPL Inc	2022-560	99471-89003	05/24/2022	01.433.361 Electricity	47.52	070722
398	PPL Inc	2022-561	62214-34588	05/24/2022	01.433.361 Electricity	32.58	070722
398	PPL Inc	2022-562	28340-16001	05/24/2022	01.433.361 Electricity	25.33	070722
398	PPL Inc	2022-563	82771-35018	05/24/2022	01.409.361 Electricity	30.70	070722
398	PPL Inc	2022-564	23140-16005	05/24/2022	01.433.361 Electricity	25.33	070722
398	PPL Inc	2022-565	91458-90016	05/24/2022	01.409.361 Electricity	109.72	070722
398	PPL Inc	2022-566	84292-15018	05/22/2022	01.433.361 Electricity	76.61	070722
398	PPL Inc	2022-567	48547-21096	05/22/2022	01.433.361 Electricity	40.74	070722
398	PPL Inc	2022-568	24295-81002	05/27/2022	01.454.361 Electricity	75.31	070722
398	PPL Inc	2022-569	44857-26416	05/30/2022	01.433.361 Electricity	32.16	070722
398	PPL Inc	2022-570	65953-88011	05/27/2022	01.433.361 Electricity	59.49	070722
398	PPL Inc	2022-613	73000-43008	05/02/2022	01.434.361 Electricity	25.14	070722
Total PPL Inc:						30,296.43	
Pro Com Roofing Corporation							
1970	Pro Com Roofing Corporation	2022-615	Community center roof repair	06/13/2022	30.493.635 Comm Center Im	34,200.00	070722
Total Pro Com Roofing Corporation:						34,200.00	
Protect Alarms							
401	Protect Alarms	30270	monitoring fire mornitoring, inspec	07/01/2022	01.409.318 Alarm/Security S	486.00	070722
401	Protect Alarms	30338	Com Center Monitoring	07/01/2022	01.451.318 Alarm/Security S	465.00	070722
401	Protect Alarms	67557	Brandywine Fire	06/16/2022	01.411.510 Brandywine Fire	550.00	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Total Protect Alarms:						1,501.00	
Quadient Leasing USA Inc							
1323	Quadient Leasing USA Inc	N9459779	3 rd qtr postage meter lease	06/17/2022	01.406.215 Postage	390.00	070722
Total Quadient Leasing USA Inc:						390.00	
Quigley Chevrolet							
404	Quigley Chevrolet	117364	pulley unit 29	06/13/2022	01.430.378 Vehicle Repairs	35.11	070722
404	Quigley Chevrolet	117374	parts unit 29	06/14/2022	01.430.378 Vehicle Repairs	15.46	070722
Total Quigley Chevrolet:						50.57	
R H Lorish Mower Shop							
407	R H Lorish Mower Shop	0000018081	anti scalp wheels	05/17/2022	01.454.374 Equipment Repai	27.80	070722
Total R H Lorish Mower Shop:						27.80	
Red Wing Business Advantage Account							
417	Red Wing Business Advantage Ac	202206100254	safety boots, Ian Roberts	06/10/2022	01.454.191 Uniform & Safety	150.00	070722
Total Red Wing Business Advantage Account:						150.00	
ROP Refund Account							
1951	ROP Refund Account	2022-618	refund for ROP cancellation 3501	06/08/2022	01.250200 Road Opening De	400.00	070722
1951	ROP Refund Account	2022-638	Refund for ROP 4478 S Cedarbro	06/24/2022	01.250200 Road Opening De	1,960.00	070722
Total ROP Refund Account:						2,360.00	
SAM'S CLUB MC/SYNCB							
440	SAM'S CLUB MC/SYNCB	8556053H3012	Snack Bar	05/24/2022	01.452.229 Snack Bar - Food	579.78	070722
Total SAM'S CLUB MC/SYNCB:						579.78	
Schiff's Food Service Inc							
1829	Schiff's Food Service Inc	1611377	pretzels and hot dogs	06/07/2022	01.452.229 Snack Bar - Food	336.93	070722
1829	Schiff's Food Service Inc	1612947	snack bar food	06/21/2022	01.452.229 Snack Bar - Food	221.21	070722
Total Schiff's Food Service Inc:						558.14	
Seal Master - Allentown							
447	Seal Master - Allentown	INV2033002	pot hole repair	06/22/2022	01.438.241 Operating Suppli	184.00	070722
Total Seal Master - Allentown:						184.00	
Signal Service Inc							
460	Signal Service Inc	045305	willow lane school zone clock	06/20/2022	01.433.372 Repairs & Mainte	1,074.00	070722
Total Signal Service Inc:						1,074.00	
South Whitehall Township							
465	South Whitehall Township	22148	sewer transfer fees may 2022	06/23/2022	08.429.364 Sewer Treatment	167.17	070722
Total South Whitehall Township:						167.17	
Staples							
469	Staples	3072162811	Office Supplies	05/11/2022	01.405.210 Office Supplies	87.97	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
469	Staples	3076829311	Office Supplies	05/19/2022	01.405.210 Office Supplies	2.74	070722
469	Staples	3077187261	Office Supplies	05/20/2022	01.405.210 Office Supplies	52.39	070722
469	Staples	3080773331	Office Supplies	05/27/2022	01.451.241 Operating Suppli	318.90	070722
469	Staples	3081333231	Office Supplies	05/28/2022	01.405.210 Office Supplies	49.52	070722
Total Staples:						511.52	
Staver Hydraulics Company Inc							
472	Staver Hydraulics Company Inc	P-10216-0	parts unit 39	06/20/2022	01.430.374 Equipment Repai	293.69	070722
Total Staver Hydraulics Company Inc:						293.69	
Sterner's Company							
476	Sterner's Company	11643	repair unit 35	06/17/2022	01.430.374 Equipment Repai	882.00	070722
Total Sterner's Company:						882.00	
Times News Inc							
765	Times News Inc	100518637	ZHB	05/12/2022	01.404.404 Legal Zoning Boa	447.75	070722
765	Times News Inc	100520016	ads summer playground	06/02/2022	01.405.341 Advertising	263.25	070722
765	Times News Inc	100520355	ZHB 15/16	06/16/2022	01.404.404 Legal Zoning Boa	323.43	070722
765	Times News Inc	100520657	RFP Brandywine Swale Project	06/23/2022	01.405.341 Advertising	216.87	070722
Total Times News Inc:						1,251.30	
Trident Land Transfer Co.							
1382	Trident Land Transfer Co.	2022-621	RE Transfer Tax refund	06/15/2022	01.310.100 Real Estate Tran	1,425.00	070722
Total Trident Land Transfer Co.:						1,425.00	
Turf Equipment and Supply Company							
501	Turf Equipment and Supply Comp	70014526-00	4 v belts	06/10/2022	01.454.253 Machinery & Equi	106.20	070722
501	Turf Equipment and Supply Comp	70014526-00	2 tubes	06/10/2022	01.454.253 Machinery & Equi	79.47	070722
501	Turf Equipment and Supply Comp	70014526-00	2 inner bearing spacers	06/10/2022	01.454.253 Machinery & Equi	44.42	070722
501	Turf Equipment and Supply Comp	70014526-00	4 bearings	06/10/2022	01.454.253 Machinery & Equi	100.64	070722
501	Turf Equipment and Supply Comp	70014526-00	4 tires	06/10/2022	01.454.253 Machinery & Equi	122.88	070722
501	Turf Equipment and Supply Comp	70016172-00	1 ball joint	06/13/2022	01.454.253 Machinery & Equi	81.86	070722
501	Turf Equipment and Supply Comp	70016172-00	2 u bolts	06/13/2022	01.454.253 Machinery & Equi	12.84	070722
501	Turf Equipment and Supply Comp	70016172-00	2 chains	06/13/2022	01.454.253 Machinery & Equi	31.74	070722
501	Turf Equipment and Supply Comp	70016172-00	2 clevis pins	06/13/2022	01.454.253 Machinery & Equi	18.46	070722
Total Turf Equipment and Supply Company:						598.51	
USA Blue Book							
510	USA Blue Book	009060	gloves sewer dept	06/10/2022	08.429.191 Uniform & Safety	15.12	070722
510	USA Blue Book	997345	supplies rubber gloves, ground pr	06/01/2022	08.429.241 Operating Suppli	384.67	070722
510	USA Blue Book	997345	freight	06/01/2022	08.429.241 Operating Suppli	40.98	070722
Total USA Blue Book:						440.77	
Veritext Corp.							
513	Veritext Corp.	5813797	ZHB 5/24/22	05/31/2022	01.414.454 Stenographer	550.00	070722
Total Veritext Corp.:						550.00	
Waste Management Inc							
519	Waste Management Inc	0535043-4730-	Municipal Waste	06/15/2022	01.427.367 Solid Waste Colle	215,493.79	070722
519	Waste Management Inc	0535043-4730-	Yarde Waste	06/15/2022	01.427.447 Curbside Yard W	9,818.32	070722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
519	Waste Management Inc	0535043-4730-	Grass	06/15/2022	01.427.447 Curbside Yard W	22,974.67	070722
Total Waste Management Inc:						248,286.78	
Wehrung's Macungie LLC							
1810	Wehrung's Macungie LLC	10452	supplies- drive set, aluminum rivet	06/08/2022	01.454.241 Operating Suppli	59.22	070722
1810	Wehrung's Macungie LLC	10502	aluminum flat	06/09/2022	01.454.241 Operating Suppli	9.95	070722
1810	Wehrung's Macungie LLC	10514	Almuinum flat	06/09/2022	01.454.241 Operating Suppli	22.20	070722
1810	Wehrung's Macungie LLC	10597	retention pond work	06/10/2022	01.436.372 Repairs & Mainte	17.49	070722
1810	Wehrung's Macungie LLC	10646	cleaning supplies	06/13/2022	01.451.241 Operating Suppli	29.15	070722
1810	Wehrung's Macungie LLC	10722	Brandywine Retention pond	06/14/2022	01.436.372 Repairs & Mainte	29.71	070722
1810	Wehrung's Macungie LLC	10727	Bobcat replacement key	06/14/2022	01.430.241 Operating Suppli	2.08	070722
1810	Wehrung's Macungie LLC	10762	Playground repair supplies E Texa	06/15/2022	01.409.372 Repairs & Mainte	46.39	070722
1810	Wehrung's Macungie LLC	10925	circuit tester	06/17/2022	01.440.260 Small Tools & Mi	7.40	070722
1810	Wehrung's Macungie LLC	10988	brandywine pond repairs	06/20/2022	01.436.372 Repairs & Mainte	20.34	070722
1810	Wehrung's Macungie LLC	11005	bug spray and nozzle	06/21/2022	01.454.372 Repairs & Mainte	25.22	070722
1810	Wehrung's Macungie LLC	11037	prune tree branches road work	06/21/2022	01.430.260 Small Tools & Mi	53.18	070722
1810	Wehrung's Macungie LLC	11046	brandywine retention pond ground	06/21/2022	01.436.372 Repairs & Mainte	61.74	070722
1810	Wehrung's Macungie LLC	11087	misc repairs	06/22/2022	01.409.372 Repairs & Mainte	8.83	070722
1810	Wehrung's Macungie LLC	11158	weed wacker string	06/24/2022	01.430.241 Operating Suppli	31.34	070722
1810	Wehrung's Macungie LLC	11249	sink hole East Texas Rd	06/27/2022	01.430.379 Emergency Repa	20.34	070722
1810	Wehrung's Macungie LLC	11303	drop cloth community center	06/28/2022	01.451.372 Repairs & Mainte	50.34	070722
1810	Wehrung's Macungie LLC	11330	3 pack corner braces	06/29/2022	01.454.241 Operating Suppli	18.78	070722
1810	Wehrung's Macungie LLC	11330	2 diagonal cutters	06/29/2022	01.454.241 Operating Suppli	40.83	070722
1810	Wehrung's Macungie LLC	11330	1 box screws	06/29/2022	01.454.241 Operating Suppli	9.01	070722
Total Wehrung's Macungie LLC:						563.54	
Wendy Von Holt							
1579	Wendy Von Holt	27	Instructor-Kids Cooking 6/5/22	06/05/2022	01.451.310 Prof. Svs/Intructo	640.00	070722
Total Wendy Von Holt:						640.00	
Wetzel Enterprises							
527	Wetzel Enterprises	22-6-9	replaement and install of pump	06/06/2022	01.452.372 Repairs & Mainte	186.00	070722
Total Wetzel Enterprises:						186.00	
Wildlands Conservancy							
531	Wildlands Conservancy	2022-640	Wildlands program at playground	06/28/2022	01.453.310 Professional Serv	900.00	070722
Total Wildlands Conservancy:						900.00	
Grand Totals:						1,142,017.45	

Dated: _____

Commissioner: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
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Report Criteria:

- Detail report.
 - Invoice detail records above \$0.00 included.
 - Only paid invoices included.
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 - [Report].GL Account Number (2 Characters) = {<>} "36"
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Interim

Report Criteria:

Detail report.

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Paid and unpaid invoices included.

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CKS Engineers, Inc.							
1715	CKS Engineers, Inc.	21-7786	Beit Simcha	04/04/2022	36.414.313 DEV ESC Engineerin	491.23	
1715	CKS Engineers, Inc.	21-8310	Beit Simcha LD	05/02/2022	36.414.313 DEV ESC Engineerin	601.64	
1715	CKS Engineers, Inc.	21-8325	Indian Creek Village	05/02/2022	36.414.313 DEV ESC Engineerin	1,085.58	
1715	CKS Engineers, Inc.	21-8900	Trexler Bus Cntr Lot 1, units 2,3	06/06/2022	36.414.313 DEV ESC Engineerin	1,215.00	
1715	CKS Engineers, Inc.	21-8901	Fields at Indian Creek	06/06/2022	36.414.313 DEV ESC Engineerin	120.00	
1715	CKS Engineers, Inc.	21-8903	3 P Holdings	06/06/2022	36.414.313 DEV ESC Engineerin	156.76	
1715	CKS Engineers, Inc.	21-8904	Mill Creek Rd Apts CU	06/06/2022	36.414.313 DEV ESC Engineerin	347.00	
1715	CKS Engineers, Inc.	21-8905	Millbrook Farms Section VI	06/06/2022	36.414.313 DEV ESC Engineerin	2,701.44	
1715	CKS Engineers, Inc.	21-8908	Sheperds Corner	06/06/2022	36.414.313 DEV ESC Engineerin	1,417.45	
1715	CKS Engineers, Inc.	21-8911	Jandl Commercial Park N	06/06/2022	36.414.313 DEV ESC Engineerin	291.44	
1715	CKS Engineers, Inc.	21-8912	Indian Creek Village	06/06/2022	36.414.313 DEV ESC Engineerin	219.66	
1715	CKS Engineers, Inc.	21-8913	Spring Creek Properties Lots 9&1	06/06/2022	36.414.313 DEV ESC Engineerin	962.46	
1715	CKS Engineers, Inc.	21-8914	Green Acres Land Dev	06/06/2022	36.414.313 DEV ESC Engineerin	1,345.22	
1715	CKS Engineers, Inc.	21-8918	4611 Hamilton Blvd	06/06/2022	36.414.313 DEV ESC Engineerin	630.00	
1715	CKS Engineers, Inc.	21-8919	617 N Krocks	06/06/2022	36.414.313 DEV ESC Engineerin	195.00	
1715	CKS Engineers, Inc.	21-8923	3369 Rt 100	06/06/2022	36.414.313 DEV ESC Engineerin	195.00	
1715	CKS Engineers, Inc.	21-8927	Mack Trucks- 3350 Gehman Rd	06/06/2022	36.414.313 DEV ESC Engineerin	3,671.70	
1715	CKS Engineers, Inc.	21-8929	3370 Rt 100 Woodmont Ph 2	06/06/2022	36.414.313 DEV ESC Engineerin	3,450.00	
1715	CKS Engineers, Inc.	21-8931	Mertztown Rd Sundivision	06/06/2022	36.414.313 DEV ESC Engineerin	6,250.00	
1715	CKS Engineers, Inc.	21-8957	Hamilton Crossings	06/06/2022	36.414.313 DEV ESC Engineerin	3,454.00	
1715	CKS Engineers, Inc.	21-8988	Mountain View Estates	06/06/2022	36.414.313 DEV ESC Engineerin	5,661.98	
Total CKS Engineers, Inc.:						34,462.56	

High Swartz LLP

1734	High Swartz LLP	112217-0	3500 Brookside Rd	05/02/2022	36.404.401 DEV ESC Solicitor	25.00	
1734	High Swartz LLP	112227	4440-4478 Cedarbrook Rd	05/02/2022	36.404.401 DEV ESC Solicitor	1,836.00	
1734	High Swartz LLP	113843	Millbrook Farms Section 6	06/01/2022	36.404.401 DEV ESC Solicitor	118.00	
1734	High Swartz LLP	113845	3369 Route 100	06/01/2022	36.404.401 DEV ESC Solicitor	177.00	
1734	High Swartz LLP	113847	Spring Creek Lot 16	06/01/2022	36.404.401 DEV ESC Solicitor	172.50	
1734	High Swartz LLP	113854	4316 Hamilton Blvd	06/01/2022	36.404.401 DEV ESC Solicitor	25.00	
1734	High Swartz LLP	113857	4611 Hamilton Blvd	06/01/2022	36.404.401 DEV ESC Solicitor	168.00	
1734	High Swartz LLP	113859	617 Krocks Rd	06/01/2022	36.404.401 DEV ESC Solicitor	295.00	
1734	High Swartz LLP	113869	2740 Riverbend Rd	06/01/2022	36.404.401 DEV ESC Solicitor	59.00	
1734	High Swartz LLP	113875	Mountain View Estates	06/01/2022	36.404.401 DEV ESC Solicitor	84.00	
1734	High Swartz LLP	113878	Hamilton Crossing	06/01/2022	36.404.401 DEV ESC Solicitor	442.50	
1734	High Swartz LLP	113880	Shepherd's Corner	06/01/2022	36.404.401 DEV ESC Solicitor	484.00	
1734	High Swartz LLP	113885	Chic-Fil-A Reno	06/01/2022	36.404.401 DEV ESC Solicitor	336.00	
1734	High Swartz LLP	113887	Mertztown Rd	06/01/2022	36.404.401 DEV ESC Solicitor	1,189.50	
1734	High Swartz LLP	113889	6300 Lower Macungie Rd	06/01/2022	36.404.401 DEV ESC Solicitor	433.50	

Total High Swartz LLP:

5,845.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Amount	Batch
Grand Totals:						<u>40,307.56</u>	

Dated: _____

Commissioner: _____

Report Criteria:

Detail report.

Invoice detail records above \$0.00 included.

Paid and unpaid invoices included.

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4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksengineers.com
215.340.0600

July 12, 2022
Ref: # 12500-59:01

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

Attention: Bruce Beitel, Township Manager

Reference: Brandywine Village Swale Project
Recommendation for Contract Award

Dear Bruce:

As you are aware, a bid opening was held on Tuesday, July 12, 2022, for the Brandywine Village Swale Project contract which includes the regrading of the existing swale and establishment of preferred meadow groundcover as well as aesthetic plantings at the site, located at the intersection of Sauerkraut Lane and Mill Creek Road. The Township received four (4) bids for this project. The low bid was submitted by Land Tech Enterprises of Warrington, PA for a bid price of \$297,997.95. Enclosed is the bid summary and tabulation for this project.

We have reviewed the bid package submitted by Land Tech Enterprises and find their bid submission to be in order. Therefore, CKS recommends that the contract be awarded to Land Tech Enterprises for their bid amount of \$297,997.95.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers

Bryan McAdam, P.E.

BMC/paf
Enclosure

cc: Dennis Hinkle, Director of Public Works
Renea Flexer, Assistant Township Manager
Donna Fowler, Administrative Assistant, Public Works
Nathan Jones, Community Development Director
Zach Graves, Water Resources Specialist
Stan Cupp, Director of Projects, Parks and Facilities
Jim Weiss, CKS Engineers, Inc.
JJ Kelso, CKS Engineers, Inc.
Brian Cicak, CKS Engineers, Inc.
Mary Stover, CKS Engineers, Inc.
Josh Gross, CKS Engineers, Inc.
Meagan McKeon, CKS Engineers, Inc.
File

LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY

BRANDYWINE VILLAGE SWALE PROJECT

BID TABULATION

	CONTRACTOR	BASE BID
1	Land Tech Enterprises 3084-B Bristol Road Warrington, PA 18976	\$297,997.95
2	Grace Industries 7171 Airport Rd. Bath, PA 18014	\$312,349.35
3	WG Land Company, LLC 2023 County Line Road Champion, PA 15622	\$315,143.35
4	Bi State Construction Co., Inc. 1500 Uhler Rd., Suite 102 Easton, PA 18064	\$342,991.40

LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY

BRANDYWINE VILLAGE SWALE PROJECT

BID TABULATION

No.	Description	Unit Of Measure	Quantity	(1)		(2)		(3)		(4)	
				Land Tech Enterprises		Graces Industries		WG Land Company, LLC		Bi State Construction Co., Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Site Preparation	LS	1	\$47,000.00	\$47,000.00	\$47,035.00	\$47,035.00	\$50,000.00	\$50,000.00	\$26,000.00	\$26,000.00
2	Rock Construction Entrance	EA	2	\$3,100.00	\$6,200.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$18,500.00	\$37,000.00
3	Rock Filter	EA	1	\$525.00	\$525.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,300.00	\$5,300.00
4	12" Compost Silt Sock	LF	287	\$5.00	\$1,435.00	\$4.50	\$1,291.50	\$9.00	\$2,583.00	\$4.50	\$1,291.50
5	18" Compost Silt Sock	LF	374	\$10.00	\$3,740.00	\$7.70	\$2,879.80	\$14.00	\$5,236.00	\$7.50	\$2,805.00
6	24" Compost Silt Sock	LF	643	\$13.50	\$8,680.50	\$11.55	\$7,426.65	\$35.00	\$22,505.00	\$10.30	\$6,622.90
7	Erosion Control Blanket	SY	7,293	\$1.70	\$12,398.10	\$1.30	\$9,480.90	\$2.60	\$18,961.80	\$4.60	\$33,547.80
8	Unclassified Excavation Below Subgrade	CY	5	\$225.00	\$1,125.00	\$50.00	\$250.00	\$420.00	\$2,100.00	\$200.00	\$1,000.00
9	Excavations as Directed by Engineer	CY	5	\$170.00	\$850.00	\$50.00	\$250.00	\$540.00	\$2,700.00	\$200.00	\$1,000.00
10	Earthwork, Excavation, Backfill and Final Grading, Complete	LS	1	\$55,000.00	\$55,000.00	\$86,460.00	\$86,460.00	\$45,000.00	\$45,000.00	\$97,000.00	\$97,000.00
11	Meadow Restoration, Including Eradication of Existing Vegetation, Seed Mix, Complete in Place	SY	22,813	\$2.75	\$62,735.75	\$1.30	\$29,656.90	\$1.25	\$28,516.25	\$1.50	\$34,219.50
12	Swale Bottom and Sides Seed Mix, Complete in Place	SY	6,864	\$1.25	\$8,580.00	\$1.30	\$8,923.20	\$1.60	\$10,982.40	\$0.60	\$4,118.40
13	Lawn Restoration Seed Mix, Complete in Place	SY	5,218	\$0.90	\$4,696.20	\$1.00	\$5,218.00	\$1.30	\$6,783.40	\$0.50	\$2,609.00
14	Permanent Straw Mulch Stabilization with Tacking Agent	SY	28,031	\$0.40	\$11,212.40	\$0.40	\$11,212.40	\$0.50	\$14,015.50	\$0.30	\$8,409.30
15	Remove and Dispose of Existing Fence	LS	1	\$10,750.00	\$10,750.00	\$13,835.00	\$13,835.00	\$6,000.00	\$6,000.00	\$11,400.00	\$11,400.00
16	Furnish and Install 4' High Chain Link Fence	LF	300	\$53.00	\$15,900.00	\$44.75	\$13,425.00	\$70.00	\$21,000.00	\$63.00	\$18,900.00
17	Shade Tree, Complete in Place	EA	37	\$650.00	\$24,050.00	\$1,000.00	\$37,000.00	\$800.00	\$29,600.00	\$630.00	\$23,310.00
18	Ornament Tree, Complete in Place	EA	16	\$395.00	\$6,320.00	\$682.00	\$10,912.00	\$875.00	\$14,000.00	\$258.00	\$4,128.00
19	Shrubs, Complete in Place	EA	174	\$75.00	\$13,050.00	\$108.00	\$18,792.00	\$90.00	\$15,660.00	\$115.00	\$20,010.00
20	Perennials, Complete in Place	EA	30	\$30.00	\$900.00	\$29.70	\$891.00	\$150.00	\$4,500.00	\$34.00	\$1,020.00
21	Bulbs, Complete in Place	EA	300	\$9.50	\$2,850.00	\$4.70	\$1,410.00	\$10.00	\$3,000.00	\$11.00	\$3,300.00
BID TOTALS					\$297,997.95		\$312,349.35		\$315,143.35		\$342,991.40

MEMORANDUM

TO: Bruce Beitel, Township Manager
FROM: Bryan McAdam, P.E., Township Engineer
DATE: July 15, 2022
SUBJECT: Engineering Report/Project Status

TOWNSHIP PROJECTS1. MS4 Stormwater Management (CKS #12500-58)

CKS Engineers is assisting the Township staff with tasks necessary for the MS4 Permit (i.e., outfall inspections, mapping updates, providing public outreach/education notices, etc.). The Brandywine Swale project was bid, and the bid award is anticipated for the July 21, 2022 Board of Commissioners meeting.

2. Orchard Lane – Proposed Railroad Crossing Closure (CKS #12502-51)

Orchard Road has been officially closed. Construction of the drainage improvements and landscaping is complete. CKS Engineers is preparing design plans, permit applications and specifications for the closure of an existing at grade railroad crossing and the creation of one cul-de-sac on Orchard Lane. CKS is reviewing cul-de-sac design options. CKS is preparing revised right of way documents to submit to PennDOT for an update to the Liquid Fuels map.

3. Compost Facility Access Drive (CKS #12500-61)

CKS Engineers is preparing the design of the access drive to the Township compost facility from the proposed Sauerkraut Lane extension. A preliminary design was distributed for comment on April 21, 2020. The design has been discussed with the Township and the Prologis Team. Easement and right of way exhibits were distributed the week of September 14th. The design has been revised following feedback from Township staff to shorten the access drive and eliminate the need for a stormwater management facility. The plans are nearly complete.

4. Maulfair Drive Drainage (CKS #12500-62)

CKS Engineers has completed the design of the proposed drainage improvements to the cul-de-sac as well as Maulfair Place. The bid was awarded, and the preconstruction meeting has been held. Clearing is scheduled for Tuesday July 19, 2022, with construction to follow.

5. Gehman Road Bridge (CKS #12502-58)

CKS Engineers, Inc. has completed the design and bid documents for a full bridge replacement. The General Permit was obtained from DEP. The bid was awarded to DOLI Construction at the December 2, 2021, Board of Commissioners meeting. The preconstruction meeting was held on May 26, 2022. Construction is underway.

6. Maulfair Place Drainage (CKS #12502-71)

As requested, CKS Engineers investigated reports of a failing storm pipe at a low point in Maulfair Place. Corrections for this problem were incorporated into the Maulfair Drive project design.

7. Road Programs

CKS, with assistance from the Township staff, have prepared contract documents for the 2022 Road Programs, including the Fog Seal, Crack Seal, Ralumac and Novachip projects. The respective bids were awarded. The 2022 paving program contract is being prepared. The 2022 Line Striping Program bid was awarded at the June 16, 2022, Board meeting.

8. GIS Services

CKS Engineers, Inc. has prepared a GIS system for the Township. The sanitary sewer component is in place, and we are working on storm sewer, roadway maps, etc. as well as updates and additions of recent projects.

9. CKS Engineers, Inc. is actively reviewing and inspecting building permit plans, Earth Disturbance and Drainage Permit Applications and Road Opening Permits as needed.

10. Brookside Rd./Buckeye Rd.

CKS Engineers, Inc. has coordinated with Township staff regarding the outstanding improvements. An extension of the PennDOT HOP has been submitted. CKS has obtained specification information for the required signal modifications.

11. Dragonfly Lane

CKS Engineers, Inc. has coordinated with Township Staff and PennDOT to close the intersection of Dragonfly Lane with PA Route 100. Correspondence from the Township was sent in April 2020 requesting the closure. PennDOT will require preparation of plans and a highway occupancy permit (HOP) to show the proposed physical improvements/removals necessary for this closure.

12. Community Center

CKS is working with the Township staff and contractor to address outstanding site related issues. CKS has assisted the Township with solutions to repair roof issues on the building. As requested, bid documents were prepared. The Board awarded the bid to Pro Com Roofing at the December 2, 2021, Board of Commissioners meeting. The roof repairs have been completed; installation of the skylight is pending delivery of the replacement skylight. The skylight delivery is anticipated for the last week of July.

13. Cross Creek Road Drainage

Preparation of the plans and bid documents to address concerns with the storm piping system in portions of the Penn's Meadow subdivision is complete. The bid was awarded. The contractor has completed the rough grading of the basin.

14. Traffic Concerns

CKS continues to work with the Township staff on various traffic related concerns, i.e., stop sign placement, speeding/speed studies.

15. Macungie Road Bridge

In response to concerns regarding capacity to allow the Township firefighting apparatus to use the bridge, CKS worked with a structural engineer to analyze the bridge and prepare a report outlining recommendations to raise the allowable weight limit. The analysis and report have been issued, with proposed structural enhancements. As these enhancements are not critical, we anticipate that the work will be done in 2023.

16. Sauerkraut Lane Extension

Construction is underway for this project. A majority of the road has been installed to base paving to date. Delays with utility pole relocation and the railroad crossing have pushed the anticipated completion date to spring of 2022. Permitting for the portion near Route 100 is in progress. Based on information available, construction may commence in the spring of 2022 for this remaining section as well as the Route 100 improvements.

CKS is preparing design and bid documents for wayfinding signage for the Sauerkraut Lane Extension. The design is nearly complete.

17. 2022 Sanitary Sewer Projects

The 2021 Lateral and 2021 sewer and manhole relining projects are complete. CKS is coordinating with the Public Works Department to prepare bid specifications for the 2022 projects. The 2022 lateral lining contract is out to bid. The bid for the 2022 Lateral Cleanout installation contract was awarded. The bid for the 2022 Lateral Lining project was awarded at the April 21, 2022, Board meeting. Also see below.

18. Spring Ridge Park Playground

CKS is coordinating with Township staff to design upgrades to the park facilities.

19. Township Trail System

CKS is coordinating with Township staff on various trail system projects and planning. A schedule for various trail projects was discussed with the Township, and aerial photography has been scheduled.

20. Township Bridge Survey and Maintenance Plan

CKS is working with Township staff to update and prioritize bridge inspections, repairs and potential replacements.

21. Adaptive Signals Project

CKS is coordinating with McMahon Associates to finalize plans and details for construction of a project to update hardware and data transmission for various signals along Hamilton Boulevard.

NEW SUBDIVISION/LAND DEVELOPMENT PROJECTS22. Macungie Manor – Conditional Use Application – Twp. #DE-20-005 (CKS #12506-60)

The applicant is requesting Conditional Use approval for a Retirement/Life Care facility (three buildings and associated parking) on the west side of Hillview Road in the S-Suburban Residential Zoning District. The third CKS Engineers, Inc. review was distributed on November 4, 2020. The application was recommended for approval at the November 10, 2020, Planning Commission meeting. The Conditional Use decision was issued.

The applicant has submitted a sketch plan proposing attached single-family dwellings (Twins) that is being discussed with Township staff.

23. ABE Doors Land Development – Twp. #DE-20-006 (CKS #12506-62)

The applicant proposes to consolidate and redevelop three parcels along Hamilton Boulevard. Plans were submitted and the CKS review was distributed on July 24, 2020. The project was discussed at the February 9, 2021, Planning Commission meeting and received a recommendation for approval. The application received a conditional approval at the March 4, 2021 Board of Commissioners meeting, pursuant to Approval Resolution 2021-09. Final plans to meet the conditions of approval have been submitted. We anticipate plan recording to take place shortly.

24. 2740 Riverbend Road – Subdivision – Twp. #DE-20-007 (CKS #12506-64)

The applicant is proposing a two-lot subdivision. The plan received a favorable recommendation from the Planning Commission at the meeting held on August 11, 2020. The project received conditional approval from the Board of Commissioners at the meeting held on October 1, 2020. Revised plans were reviewed and recommended for recording.

25. 6300 Lower Macungie Road – Mill Creek Pointe Apartments – Conditional Use and Land Development – Twp. #DE-20-009 (CKS #12506-72)

The applicant proposes to develop the 45.6-acre parcel to contain six (6) 30-unit apartment buildings. The proposed development requires conditional use approval. The submissions were reviewed, and the CKS review was distributed on October 7, 2020. Subsequently, the applicant submitted revised Conditional Use application documents, which were reviewed. The CKS review was distributed on May 5, 2022.

26. 4103 Indian Creek Road – Sketch Plan – Twp. #DE-20-010 (CKS #12506-73)

The applicant proposes to subdivide a 13-acre parcel at the intersection of Olympic Drive and Indian Creek Road into 26 building lots, with two lots for stormwater management. A sketch plan was submitted and the CKS review was distributed on October 5, 2020.

27. 3500 Brookside Road – Gristmill Apartments – Conditional Use - Twp. Project #LMT-19-041 (CKS #12506-100:01)

The applicant proposes 44 apartments in three buildings in the U – Urban Residential Zoning District. A Conditional Use application was submitted and reviewed. Plans were revised following staff and consultant reviews and resubmitted. The CKS review was distributed on December 7, 2021. The application received a recommendation for Conditional Use approval at the January 11, 2021, Planning Commission meeting. Conditional Use approval was granted at the March 3,

2022, Board meeting. Land Development Plans have been reviewed; the CKS review was distributed on July 7, 2022.

28. 3510 Macungie Road - Sketch Plan - Twp. #DE-20-012 (CKS #12506-101)

The applicant proposes to develop the approximately 12.38-acre parcel at the northwest intersection of Macungie Road and Indian Creek Road (S.R. 2018) in the S – Suburban Residential Zoning District for thirty-two (32) townhouse dwellings. A revised sketch plan was submitted, and the CKS review was distributed on March 2, 2022.

29. Mertztown Road Subdivision – Twp. #DE 21-001 (CKS#12506-102)

The applicant proposes 400-unit residential subdivision, as contemplated in the Spring Creek Properties Settlement Subdivision (SCPSS). CKS reviews was distributed in early October. The plan was discussed and at the October 12, 2021, Planning Commission meeting and received a recommendation for approval. The plan received approval at the January 3, 2022, Board of Commissioners meeting. CKS Engineering is working on final plan conditions with the applicant's consultants.

30. 3109 Macungie Road (The Cove at Millbrook) - Sketch Plan – Twp. Project #DE-21-009 (CKS #12506-115)

The applicant proposes to subdivide the approximately 15.41 acre vacant parcel at the northeast intersection of Macungie Road and Sauerkraut Lane in the S – Suburban Residential Zoning District into sixteen (16) lots for single family detached dwellings. The plan was reviewed and the CKS review letter was distributed on April 7, 2021. The project was discussed at the April 13, 2021, Planning Commission meeting. Preliminary/Final subdivision plans were reviewed; the CKS Engineers review was distributed on May 3, 2022.

31. 3370 Route 100, Woodmont Properties, LLC – Conditional Use and Land Development – Twp. Project #DE-21-002 (CKS #12506-105)

The applicant proposes a mixed-use land development of a 14.19 acre parcel (the Allen Organ building) at the southeast intersection of PA Route 100 and Woodmont Circle in the C-Commercial Zoning District. The residential component of the project will contain eight apartment buildings, (99 “carriage apartments” in total). The commercial component will include two buildings, with 13,300 total SF retail/commercial building with 21 apartments (total) above the commercial space. The application requires conditional use and land development approvals. The Conditional Use application received approval as noted in the March 17, 2022, Conditional Use Adjudication. Land development plans were reviewed; the CKS Engineering review was distributed on June 9, 2022. The applicant received a recommendation for approval at the July 12, 2022, Planning Commission meeting.

32. 6503 Lower Macungie Road - Ricky Kulik Real Estate, LLC – Twp. #LMT 18-029 (CKS #12506-111)

The applicant proposes to construct a funeral home with a crematory and associated utility, parking, and stormwater management improvements. The site is located on the northwest corner of the intersection of Lower Macungie Road and Mill Creek Road in the U – Urban Residential Zoning District. The applicant had received approval from the Board of Commissioners as memorialized in Approval Resolution 2019-16. This proposal includes changes to the stormwater management system and the parking as previously considered. The CKS review was distributed

on May 6, 2021, and received a recommendation for approval at the May 18, 2021, Planning Commission meeting. The application received approval from the Board of Commissioners at the June 3, 2021, meeting.

33. Suburban Carwash – Amended Final Plan - Twp. # LMT 17-060 (CKS #12506-112)

The applicant is proposing to expand and retrofit the existing Suburban Car Wash facility along with the addition of five vacuum stations. The applicant received approval from the Board of Commissioners as memorialized in Approval Resolution 2017-36. The currently proposed improvements consist primarily of the extension of the queueing lanes and removal of the previously proposed tunnel car wash feature. The project received approval at the October 21, 2021, Board of Commissioners meeting as indicated in approval resolution 2021-49. The applicant requested an amendment to the approval resolution. The amended approval resolution was approved at the December 16, 2021, Board meeting.

34. 1345 Minesite Road – Advance Healthcare of Allentown (CKS #s12506-114, 12506-114:01)

The applicant is proposing a 46-bed Lifecare Facility with parking and stormwater management facilities on the currently vacant parcel. The site is proposed to be served by public water and sanitary sewer. Forty-five parking spaces are required, the plan proposes to provide 96. The CKS review of the Conditional Use application was distributed on May 12, 2021. The Conditional Use application was approved by the Board of Commissioners on July 15, 2021; the adjudication was distributed on August 10, 2021. A land development plan application was filed and reviewed. The CKS review was distributed on August 4, 2021. The plan received approval from the Board of Commissioners at their September 2, 2021, meeting. The applicant's consultants are coordinating final plans with the Township.

35. Spring Creek Settlement Lot 12 Land Development – Twp. #19-048 (CKS #12506-65)

The applicant proposes a 337,000 SF distribution center/warehouse on an approximately 32.96-acre parcel in the HI-SC Highway Industrial-Spring Creek Zoning district with frontage on Spring Creek Road (SR 3001) and the proposed Sauerkraut Lane extension. The project will be served by stormwater management facilities, public water and public sanitary sewer as well as parking areas. The CKS review was distributed on June 2, 2021, and the plan received a recommendation for approval at the June 8, 2021, Planning Commission meeting. The application received approval from the Board of Commissioners at their meeting of August 5, 2021. CKS is working with the applicant's engineer on conditions of approval and plan revisions.

36. Buckeye Macungie Solar, LLC - Conditional Use – Twp. #21-012 (CKS #12506-118)

The applicant is proposing an Alternative Energy Facility; a Solar Energy Facility on a project area of 30.86± acres, consisting of more than 2,900 solar panels, conduit, inverters/transformers, a power collector substation, an interconnect to an adjoining substation, transmission lines, an access driveway and security fencing. The CKS review was distributed on July 6, 2021. The application was discussed at the July 13, 2021, Planning Commission meeting and received a recommendation for approval. The project received Conditional Use approval at the September 2, 2021, Board of Commissioners meeting.

37. Buckeye Macungie Solar, LLC - Land Development – Twp. #21-012 (CKS #12506-118:01)

The applicant is proposing an Alternative Energy Facility; a Solar Energy Facility on a project area of 30.86± acres, consisting of more than 2,900 solar panels, conduit, inverters/transformers, a

power collector substation, an interconnect to an adjoining substation, transmission lines, an access driveway and security fencing. The Board of Commissioners approved the land development plan at their October 7, 2021, meeting. Revised plans were submitted to meet conditions of approval and are under review. CKS is working with the applicant's engineer on conditions of approval and plan revisions.

38. 3369 Route 100, Embree Development Group, Inc. Conditional Use - Twp. #DE-21-017 (CKS #12506-120:01)

The applicant proposes redevelopment of the approximately 6.98-acre parcel on the north side of PA Route 100 in the C-Commercial Zoning District. The proposed improvements include two buildings, one of which is a hospital, the other a medical office building. The existing parking areas and building will be removed. Site access is proposed to remain intact and includes two shared driveways to the east and one to the west as well as the primary access drive to Route 100. The Conditional Use application received a recommendation for approval at the December 14, 2021, Planning Commission meeting and was approved at the January 20, 2022, Board of Commissioners meeting. The land development plan received a recommendation for approval at the March 8, 2022, Planning Commission meeting. Revised plans have been submitted and will be reviewed.

39. Posh Properties 4316, 4320, 4330 & 4344 Hamilton Boulevard - Land Development - TWP # DE-21-015 (CKS #12506-119)

The applicant is proposing to consolidate four (4) parcels west of the Service Road No. 1 cul-de-sac along the south side of Hamilton Boulevard, having a gross acreage of approximately 3.16 +/- acres in the HC – Highway Commercial Zoning District. The proposal is to construct a 112,005 SF of self-storage building and a 9,100 SF daycare on the resulting parcel. The buildings will be served by a parking lot, an aboveground and an underground stormwater management facilities, public water and sanitary sewer. The applicant proposes a single access driveway from Service Road No. 1 cul-de-sac. The applications were discussed at the February 8, 2022, Planning Commission meeting. The Planning Commission recommended approval of the Conditional Use application at their February 8, 2022, meeting. The Conditional Use adjudication was approved at the April 7, 2022, Board of Commissioners meeting. The land development plan received approval at the April 7, 2022, Board of Commissioners meeting. Final plans have been submitted and will be reviewed.

40. The Shelby Restaurant – Sketch Plan Twp. #DE-21-017 (CKS #12506-121)

The applicant proposes a 4,543 SF covered patio structure connected to the existing restaurant building in the HC - Highway Commercial Zoning District. The land development plan submission was discussed at the February 8, 2022, Planning Commission meeting and received a recommendation for approval. The plan received Board of Commissioners approval at their March 3, 2022, meeting. Revised plans to meet conditions of approval were submitted; the CKS review was distributed on May 16, 2022. The application received Amended Final Plan approval at the March 3, 2022, Board meeting as noted in Approval Resolution 2022-13.

41. 4611 Hamilton Boulevard – Ciocca Properties, LP, Parking Lot Addition – Land Development Lower Macungie Township Project #DE-21-022 (CKS #12506-126)

The plan appears to propose the consolidation of several smaller parcels with the larger parcel that currently contains the Ciocca Subaru dealership. The parking lot addition will reconfigure an area of existing parking that is partly on pavement and partly on stone. An underground stormwater

management facility with mechanical water quality feature, as well as a gateway sign are proposed. The application received a recommendation of approval at the April 12, 2022, Township Planning Commission meeting, and received approval from the Board of Commissioners at the May 5, 2022, meeting as noted in Approval Resolution 2022-31.

42. Dorney Tracts – DR Horton - Subdivision and Land Development - Twp. # DE-21-003 (CKS #12506-106)

The applicant is proposing a one hundred seventy-four (174) lot Open Space Neighborhood Development (140 single family homes and 34 duplex unit) on seven (7) vacant parcels totaling approximately 96.2 +/- acres (gross area) in the S – Suburban Zoning District with frontage on Lower Macungie Road (S.R. 2012), Little Spur (S.R. 2042), Riverbend Road and Interstate 476. The project will be served by stormwater management facilities, public water and public sanitary sewer. The submission was reviewed, and the CKS review was distributed on November 3, 2021.

43. The Fields at Brookside – Kay Builders - Subdivision and Land Development - Twp. # DE-21-023 (CKS #12506-127)

The applicant is proposing to construct a 66-lot single family residential subdivision within the open space areas at the existing Brookside Country Club. The subdivision as well as all associated stormwater management facilities and utilities are located entirely within Macungie Brough. The Lower Macungie involvement is due to the frontage improvements along Willow Lane (S.R. 3003). The submission was reviewed. The CKS review was distributed on December 8, 2021. The project was discussed at the December 14, 2021, Planning Commission meeting and was tabled. Revised plans have been submitted and will be reviewed.

44. 801 Broad Street – Serfass Construction Co. – Sketch Plan – Twp. #DE-21-024 (CKS #12506-128)

The applicant proposes to develop the approximately 1.11 acre parcel on the east side of North Broad Street adjacent to the Hamilton Crossings Shopping Center in the WC – Wescosville Commercial Zoning District. The proposed improvements include a 50-unit multi-family apartment building with the associated parking areas. The CKS review was distributed on January 11, 2022, and the proposal was discussed at the January 18, 2022, Planning Commission meeting.

45. 6659 Stein Way (Spring Creek Estates Lot 2) – Sketch Plan – Twp. #DE-21-025 (CKS #12506-129)

The applicant proposes to develop the approximately 2.16-acre parcel on the southwestern corner of Stein Way and Lower Macungie Road (S.R. 2021) in the U – Urban Zoning District. The proposed improvements include 12 single-family attached townhomes and associated parking areas. The townhouse units consist of 3, 3-unit buildings and one 4 unit building, to be accessed from Stein Way. The CKS review was distributed on January 12, 2022, and the proposal was discussed at the January 18, 2022, Planning Commission meeting.

46. 1255 Danner Road (Spring Creek Estates Lot 4) – Sketch Plan – Twp. #DE-21-026 (CKS #12506-130)

The applicant proposes to develop the approximately 1.51 acre parcel on the eastern corner of Danner Road and Church Lane in the U – Urban Zoning District. The proposed improvements include 8 single-family attached townhomes (two, four-unit buildings) and 10 off street parking spaces and will access Danner Road via a proposed driveway. The CKS review was distributed

on January 12, 2022, and the proposal was discussed at the January 18, 2022, Planning Commission meeting.

47. Home Depot, Hamilton Boulevard – Final Plan (CKS #12506-122)

This project was previously approved, and the site improvements mostly completed, as part of a multi parcel land development. The parcel containing the Home Depot is being renewed for completion. The applicant proposes to construct the Home Depot building and complete the improvements associated with that building. The applicant is coordinating with the Township staff, Lehigh County Conservation District and PennDOT to update permits, etc., and is hoping to go to construction late spring/early summer 2022. Plans are under review.

48. 1040 S. Krocks Road (Sand Springs of Lower Macungie) - Sketch Plan(s) Twp. #DE-22-001 (CKS #12506-131)

The applicant proposes to develop the approximately 1.73-acre parcel on the westside of South Krocks Road, opposite Kart Drive in the U – Urban Zoning District. Two sketch plans were submitted, each proposing 10 single-family attached townhomes and off-street parking areas, as well as an area for stormwater management. The parcel is currently vacant. The plans were reviewed, the CKS review was distributed on January 26, 2022, and the plans were discussed at the February 8, 2022, Planning Commission meeting.

49. 7991 Quarry Road – Land Development - Twp. #DE-21-020 (CKS #12506-124)

The applicant proposes to construct a 71, 250 SF warehouse with associated parking, stormwater management facilities, with public water and sanitary sewer service on the approximately 12-acre parcel on the north side of the Sauerkraut Lane extension in the HI-SC Zoning District. The CKS Engineers, Inc. review was distributed on July 8, 2022, and the plan was discussed at the July 12, 2022, Planning Commission meeting.

50. 6216 Hamilton Boulevard, Trexler Business Center Unit 5 (Wawa Drive-Thru) – Twp # DE-22-003 (CKS #12506-132)

The parcel will contain a 2,030 square foot drive-thru Establishment. The plan proposes to provide driveway access to the common access drive as well as future connectivity to the adjacent unit 6. The lot/pad site is part of the previously approved and partially complete Trexler Business Center. The site is proposed to be served by public water and public sanitary sewer. Fourteen (14) parking spaces along with eighteen (18) drive through spaces have been provided for the drive-thru Establishment. The CKS Engineers, Inc. review was distributed on June 3, 2022, and received a recommendation for approval at the June 14, 2022, Planning Commission meeting.

51. 6265 Hamilton Boulevard, Trexlertown Chick-fil-A Renovation Land Development – Twp. #DE-22-005 (CKS #12506-134)

The owner of the existing Chick-fil-A restaurant proposes to expand the existing building by 301 square feet to provide additional kitchen and preparation areas within the facility, for a total of 4,758 square feet. Access to the restaurant will continue to be served by the two interior drives. The primary access drive to and from Hamilton Blvd (SR6222) will not be changed. The site layout is being modified to include dual drive-thru lanes to provide improved site circulation along with modifications to the parking lot layout. The CKS review was distributed on May 5, 2022.

52. 5502-5518 Hamilton Boulevard – Exelo Holdings LLC – Twp #DE-22-006 (CKS #12506-135)

The applicant proposes to construct a dental office on the approximately 0.74 acre site on the south side of Hamilton Boulevard. The site had previously received approval in 2018 for a different use. The CKS review was distributed on July 8, 2022. The project was discussed at the July 12, 2022, Planning Commission meeting and was tabled.

SANITARY SEWER PROJECTS

53. Meetings with LCA – CKS Engineers, Inc. is working with the LCA and Township staff regarding metering of the Township system to reduce the Inflow and Infiltration concerns and reduce unnecessary flows to the Kline’s Island treatment facility. We also attend the regular meetings of the LCA as well as the WLSP/LCA as needed.
54. 2020 CIPP Contract – The 2020 Slip Lining project and 2020 Lateral Replacement projects are complete and are under the one-year maintenance bond.
55. 2021 CIPP Contract – The 2021 Cleanout Installation contract is complete. The 2021 Sewer Lining project is complete.
56. 2022 Lateral projects – The 2022 lateral lining contract bid recommendation was distributed on April 14, 2022, and the bid was awarded at the April 21, 2022, Board meeting. The bid for the 2022 Lateral Cleanout installation contract was awarded at the April 7, 2022, Board of Commissioners meeting, and the pre-construction meeting was held on May 12, 2022. To date, 29 of the 55 cleanouts have been installed. The preconstruction meeting for the Sewer Lateral Lining contract has been scheduled for July 21, 2022.
57. We have reviewed a draft of the interim Act 537 Plan with the Township and the LCA, provided comments and reviewed the updated version. The final version was distributed to all participating municipalities and was reviewed by CKS Engineers, Inc. The Township Planning Commission recommended the plan for approval at their May 13, 2020, meeting. CKS Engineers, Inc. has forwarded the recommendation to the LCA. The Board of Commissioners approved the plan at their August 6, 2020, meeting. PADEP has approved the Interim Act 537 plan.
58. CKS Engineers, Inc. coordinated with the Township and the LCA to review tapping fees and recommend adjustments. Resolution 2020-27 to incorporate updated tapping fees was approved at the September 3, 2020, Board of Commissioners meeting.
59. CKS Engineers, Inc. has worked with the Township Solicitor and Township staff to update the Chapter 18 - Sewage Disposal/Wastewater ordinance. The ordinance was adopted at the October 1, 2020, Board of Commissioners meeting.

PROJECTS UNDER CONSTRUCTION

60. Taco Bell – Twp. #DE-20-002 (CKS #12506-53) – The sitework is nearly complete.
61. Greentree Industrial Park Twp. #LMT-18-054 (CKS #12506-54) - The construction is complete.
62. Spring Creek Properties, Lots 9, 10 Twp. #LMT-18-068 (CKS #12506-55) - The final plan, development agreements, escrow, etc. are complete. Construction is underway.

63. Jaindl Commercial Park North - Twp. #LMT-19-043 (CKS #12506-59) – The preconstruction meeting was held with the LCCD on June 10, 2020. The Township preconstruction meeting was held on June 19, 2020. Construction is nearly complete.
64. Beit - Simcha - Twp. #LMT-13-052 (CKS #12506-95) – The preconstruction meeting was held on November 2, 2020. Construction has stopped. The NPDES Permit has expired. The NPDES Permit must be renewed prior to the restart of construction.
65. 3P Holdings, LLC - Twp. #LMT-19-043 (CKS #12506-59) – The preconstruction meeting was held on October 14, 2020. Construction is underway.
66. Stone Hill Meadows – Twp. #LMT 16-062 (CKS #12506-66) – We have met with the developer and site contractor to discuss ongoing erosion control and drainage concerns. Repairs and corrections are underway.
67. CVS Pharmacy Route 100 & Willow Lane – Twp. #LMT 15-043 (CKS #12506-97) - CKS has transitioned into a full-time inspection role for this project. Punchlist work continues.
68. Spring Creek Properties Lot 7 – #LMT 18-051 (CKS #12506-77) - CKS has transitioned into a full-time inspection role for this project.
69. Grandview/Weis Markets – Twp. #LMT 14-043 (CKS #12506-89) – Construction is nearly complete.
70. Sheperd's Corner – Twp. #LMT 09-18 (CKS #12506-63) – The preconstruction meeting was held on January 22, 2021. Construction is nearly complete.
71. Estates at Mill Race – Twp. #LMT 14-042 (CKS #12506-96) – CKS is coordinating with the Township and developer to resolve incomplete handicap ramp construction. The handicap ramp construction is complete. The applicant is working on the NPDES Permit Notice of Termination.
72. Hills at Lockridge Twp. #LMT 98-035 (CKS #12506-68) – CKS has provided a punchlist to the developer. No work has been performed since late October 2020.
73. Millbrook Farms VI Twp. #LMT 17-066 (CKS #12506-71) – Home construction continues.
74. Mountain View Estates Twp. #18-059 (CKS #12506-98) – The preconstruction meeting was held on June 10, 2021. Construction is underway.
75. Air Products – New Headquarters Twp. #18-069 (CKS #12506-76) – The site improvements in the Lower Macungie portion of this project are mostly complete. Construction continues at the site overall. CKS is coordinating with the applicant's engineer and contractor regarding sight distance concerns.
76. U-Haul of Lower Macungie LMT 19-036 (CKS #12506-61) – The preconstruction meeting was held on August 31, 2021. Erosion controls have been installed. Earthwork and utility construction is in progress.
77. Hamilton Walk (formerly Schafer Run) LMT 04-042 (CKS #12506-70) - The preconstruction meeting was held on September 15, 2021. Erosion controls have been installed. Earthwork and utility construction is in progress.

- 78. Indian Creek Village – Lot 3 (CKS #12506-57) – The preconstruction meeting was held on March 10, 2022.
- 79. Green Acres Land Development – Twp. #LMT-17-034 (CKS #12506-52) – The applicant proposes to develop the 5.25-acre site on Schantz Road to contain a 13,500 SF retail building, 7,500 SF accessory/storage building and outdoor storage/display area as well as parking areas. The project is under construction.
- 80. 7000 Alburtis Road, Mack Trucks, Inc. – Twp. #LMT19-042 (CKS #12506-109) - The applicant proposes to expand the parking lot to the southern portion of the property and construct a driveway connection to Orchard Road. The preconstruction meeting was held on March 23, 2022. Construction is underway.
- 81. 4400-4478 Cedarbrook Road – Guardian Storage LD and CU – Twp. #DE 21-004 (CKS #12506-107)

The applicant proposes to construct a 120,000 SF of self-storage building on the resulting parcel. The preconstruction meeting was held on July 6, 2022. Construction is underway.

PROJECTS IN MAINTENANCE PERIOD

- 82. As projects under construction are completed and the improvements accepted by the Township, we will note and track projects once they enter the maintenance period.

Respectfully submitted,
CKS ENGINEERS, INC.
Township Engineers



Bryan McAdam, P.E.

BMc/paf

cc: Renea Flexer, Assistant Manager
Nathan Jones, Director of Planning and Community Development
Stan Cupp, Special Projects/Parks and Facilities Director
Dennis Hinkle, Director of Public Works
David Brooman, Esq., Township Solicitor
Joseph J. Nolan, P. E., CKS Engineers, Inc.
James F. Weiss, CKS Engineers, Inc.
Brian Cicak, P.E., CKS Engineers, Inc.
George DiPersio, CKS Engineers, Inc.
File

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-45
(Duly Adopted July 21, 2022)

**A RESOLUTION REDUCING FINANCIAL SECURITY
FOR THE MOUNTAIN VIEW ESTATES SUBDIVISION AND LAND DEVELOPMENT**

WHEREAS, the Township of Lower Macungie previously approved the Mountain View Estates Subdivision and Land Development on January 6, 2020 pursuant to Resolution No. 2020-01; and

WHEREAS, pursuant to said approval, the Developer, Lehigh Valley Custom Homes, LLC, was required to post financial security, in the form of a Letter of Credit issued by Penn Community Bank, to guarantee the installation of the improvements shown on the plans for said Development; and

WHEREAS, the original amount of said Letter of Credit posted to guarantee the installation of the improvements for the Development was One Million Five Hundred Forty-Nine Thousand, Three Hundred Thirty-Six Dollars and Sixty-Three Cents (\$1,549,336.63); and

WHEREAS, the remaining fund balance of said Letter of Credit at the time of this Resolution is One Million Ninety Thousand Six-Hundred Sixty-Eight Dollars and Ninety-Eight Cents (\$1,090,668.98); and

WHEREAS, the Developer has requested the said financial security be reduced to account for the completion of certain required improvements; and

WHEREAS, after review and verification, the Township Engineer, Bryan McAdam, P.E., of CKS Engineers, Inc., has recommended by letter dated July 6, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, that the financial security for said improvements be reduced by Thirty-Three Thousand, Nine-Hundred Ninety-Six Dollars and Seventy Cents (\$33,996.70); and

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the Board of Commissioners of the Township of Lower Macungie that the remaining financial security posted by the Developer, in the amount of One Million Ninety Thousand Six-Hundred Sixty-Eight Dollars and Ninety-Eight Cents (\$1,090,668.98), shall be reduced to the sum of One Million Fifty-Six Thousand Six-Hundred Seventy-Two Dollars and Twenty-Eight Cents (\$1,056,672.28), and that Thirty-Three Thousand, Nine-Hundred Ninety-Six Dollars and Seventy Cents (\$33,996.70) shall be released.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to the Developer, Lehigh Valley Custom Homes, LLC, and to Penn Community Bank.

DULY ADOPTED this 21st day of July 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

ATTEST:

Renea Flexer, Secretary

Brian P. Higgins, President

EXHIBIT “A”



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenengineers.com
215.340.0600

July 6, 2022
Ref: # 12506-98

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

Attention: Kim Molnar

Reference: Mountain View Estates
Escrow Release No. Seven (7)
(LMT# 18-059)

Dear Kim:

Enclosed please find the supporting documents for Escrow Release No. 7 for Mountain View Estates in Lower Macungie Township. We have reviewed the items for which the release is requested and, based on our field observation and review, we recommend that \$33,996.70 be released from the escrow account.

The remaining escrow balance is \$1,056,672.28. Attached please also find a breakdown of the escrow amount which should accompany the escrow release certificate.

Please contact our office if you have any questions concerning this matter.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers

A handwritten signature in black ink, appearing to read 'Bryan McAdam', is written over a horizontal line.

Bryan McAdam, P.E.

BMc/paf
Enclosure

cc: **w/enclosures**

Bruce Beitel, Township Manager
Nathan Jones, Community Development Director
Jeff Waltemyer, Director of Finance
Renea Flexer, Assistant Township Manager
David Brooman, Esq., Township Solicitor
Mark Fischer, Esq., Township Solicitor
Paul Stepniak, Applicant
File

Municipal Engineering · Storm Water Management · Water & Wastewater Engineering
Environmental Engineering · Geographic Information Systems (GIS) · Construction Management

REQUEST FOR RELEASE OF ESCROW FUNDS

Enclosed is Requisition Number Seven (7) submitted in July 2022 and approved as noted in the amount of \$33,996.70.

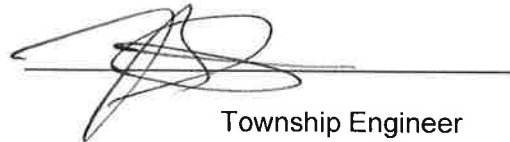
Escrow Agent: Penn Community Bank
219 S. 9th Street
Perkasie, PA 18944-0176

Development Agreement Date: April 27, 2021
Letter of Credit # 377
Subdivision: Mountain View Estates
Developer: Lehigh Valley Custom Homes, LLC

I hereby certify that I have inspected the improvements required for the above-designated subdivision: that I am satisfied that they have been completed, to the extent of this request, in a satisfactory manner; that the amount of the request is within the estimated cost of the improvements and does not exceed one hundred percent (100%) of the estimated costs. You are requested to authorize the release by the Escrow Agent of payment as listed below:

NAME AND ADDRESS OF PAYEE	WORK PERFORMED OR MATERIALS SUPPLIED	AMOUNT
Lehigh Custom Homes, LLC 3975 Gubitosi Drive Coopersburg, PA 18036	See Attached Breakdown Sheet	\$33,996.70

Date: July 6, 2022


Township Engineer

Escrow Fund Balance: \$1,090,668.98
Amount of Release: \$ 33,996.70
Current Balance*: \$1,056,672.28

*Current balance reflects current release as well as retainage for maintenance.

You are hereby authorized to make payments to the payee(s) as listed in accordance with the terms of the above-mentioned Agreement.

Sincerely,
Lower Macungie Township

Jeff Waltemyer
Director of Finance

LOWER MACUNGIE TOWNSHIP
ESCROW RELEASE CERTIFICATION
IMPROVEMENTS COST ESTIMATE

PROJECT : MOUNTAIN VIEW ESTATES
Owner: Lehigh Valley Custom Homes LLC.
CERTIFICATION:

Release #7
7/5/2022

TOTAL ESCROW AMOUNT: \$1,549,336.63
TYPE OF SECURITY : Letter of Credit
LENDER: Penn Community Bank

ITEM	DESCRIPTION	IMPROVEMENTS AGREEMENT QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED % OF WORK COMPLETED		VALUE OF WORK COMPLETED		INCOMPLETE IMPROVEMENTS
					THIS PERIOD	TO DATE	THIS PERIOD	TO DATE	
A	PAVEMENT								
1	6" subbase/4" 25mm/1.5"-9.5mm	7691 SY	\$35.00	\$269,185.00	0.00%	0.00%	\$0.00	\$0.00	\$269,185.00
B	CONCRETE								
1	Concrete Curb- 6"	4330 LF	\$15.41	\$66,725.30	0.00%	0.00%	\$0.00	\$0.00	\$66,725.30
2	Concrete Sidewalk	17865 SF	\$9.72	\$173,647.80	0.00%	0.00%	\$0.00	\$0.00	\$173,647.80
3	ADA Ramps	18 EA	\$305.20	\$5,493.60	0.00%	0.00%	\$0.00	\$0.00	\$5,493.60
4	Mountable Curb	114 LF	\$19.41	\$2,212.74	0.00%	0.00%	\$0.00	\$0.00	\$2,212.74
5	Concrete Island	62 SY	\$7.17	\$444.54	0.00%	0.00%	\$0.00	\$0.00	\$444.54
C	LANDSCAPING								
1	Acer Saccharum	29 EA	\$340.00	\$9,860.00	0.00%	0.00%	\$0.00	\$0.00	\$9,860.00
2	Liquidambar Styraciflua	30 EA	\$434.00	\$13,020.00	0.00%	0.00%	\$0.00	\$0.00	\$13,020.00
3	Tilia Tomentosa	32 EA	\$390.00	\$12,480.00	0.00%	0.00%	\$0.00	\$0.00	\$12,480.00
4	Picea Glauca	27 EA	\$300.00	\$8,100.00	0.00%	0.00%	\$0.00	\$0.00	\$8,100.00
5	Pinus Strobus	23 EA	\$230.00	\$5,290.00	0.00%	0.00%	\$0.00	\$0.00	\$5,290.00
6	Thuja Occidentalis	32 EA	\$200.00	\$6,400.00	0.00%	0.00%	\$0.00	\$0.00	\$6,400.00
7	Taxus Cuspidata	41 EA	\$90.00	\$3,690.00	0.00%	0.00%	\$0.00	\$0.00	\$3,690.00
8	4' High Black PVC Coated Chain Link Fence	1446 LF	\$15.04	\$21,747.84	0.00%	0.00%	\$0.00	\$0.00	\$21,747.84
9	10' X 4' Black PVC Coated Chain Link Gate	1 EA	\$200.00	\$200.00	0.00%	0.00%	\$0.00	\$0.00	\$200.00
10	Retaining Wall	1979 SF	\$35.00	\$69,265.00	0.00%	0.00%	\$0.00	\$0.00	\$69,265.00
11	Gemini Pond Aerator	1 EA	\$4,000.00	\$4,000.00	0.00%	0.00%	\$0.00	\$0.00	\$4,000.00
D.	DRAINAGE								
1	18" RCP	1491 LF	\$45.00	\$67,095.00	0.00%	100.00%	\$0.00	\$67,095.00	\$0.00
2	18" HDPE	1337 LF	\$35.00	\$46,795.00	0.00%	100.00%	\$0.00	\$46,795.00	\$0.00
3	24" RCP	498 LF	\$60.00	\$29,880.00	0.00%	100.00%	\$0.00	\$29,880.00	\$0.00
4	24" HDPE	141 LF	\$45.00	\$6,345.00	0.00%	100.00%	\$0.00	\$6,345.00	\$0.00
5	36" RCP	786 LF	\$93.00	\$73,098.00	0.00%	100.00%	\$0.00	\$73,098.00	\$0.00
6	36" HDPE	64 LF	\$72.00	\$4,608.00	0.00%	100.00%	\$0.00	\$4,608.00	\$0.00
7	18" RCP Flared End Section	1 EA	\$2,508.00	\$2,508.00	0.00%	100.00%	\$0.00	\$2,508.00	\$0.00
8	30" RCP Flared End Section	1 EA	\$3,366.00	\$3,366.00	0.00%	100.00%	\$0.00	\$3,366.00	\$0.00
9	36" RCP Flared End Section	3 EA	\$3,872.00	\$11,616.00	0.00%	33.33%	\$0.00	\$3,872.00	\$7,744.00
10	C Inlet	21 EA	\$2,103.00	\$44,163.00	0.00%	100.00%	\$0.00	\$44,163.00	\$0.00
11	M Inlet	11 EA	\$2,106.00	\$23,166.00	0.00%	100.00%	\$0.00	\$23,166.00	\$0.00
12	Type 4 - C Inlet	7 EA	\$4,174.00	\$29,218.00	0.00%	100.00%	\$0.00	\$29,218.00	\$0.00
13	M Inlet - Shallow	2 EA	\$1,900.00	\$3,800.00	0.00%	100.00%	\$0.00	\$3,800.00	\$0.00
14	Standard Inlet With Trash Racktop & Orifices	1 EA	\$5,200.00	\$5,200.00	0.00%	100.00%	\$0.00	\$5,200.00	\$0.00
15	Type 4 Box With Manhole Top	1 EA	\$4,000.00	\$4,000.00	0.00%	100.00%	\$0.00	\$4,000.00	\$0.00
16	Standard Inlet With Manhole Top & Orifices	1 EA	\$5,000.00	\$5,000.00	0.00%	100.00%	\$0.00	\$5,000.00	\$0.00
17	Storm Sewer Manholes	4 EA	\$2,071.00	\$8,284.00	0.00%	100.00%	\$0.00	\$8,284.00	\$0.00
18	Shallow Manhole	1 EA	\$2,400.00	\$2,400.00	0.00%	100.00%	\$0.00	\$2,400.00	\$0.00
19	External Inlet Adjustment	3 EA	\$500.00	\$1,500.00	0.00%	100.00%	\$0.00	\$1,500.00	\$0.00
20	Anti-Seep Collar	1 EA	\$400.00	\$400.00	0.00%	100.00%	\$0.00	\$400.00	\$0.00
21	Trash Rack OC-1	1 EA	\$1,000.00	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	\$1,000.00
22	Angled Safety Grates, F.E.S.	4 EA	\$500.00	\$2,000.00	0.00%	0.00%	\$0.00	\$0.00	\$2,000.00
E	LIGHTING, SIGNING & PAVEMENT MARKINGS								
1	Stop Sign, R1-1	4 EA	\$300.00	\$1,200.00	0.00%	0.00%	\$0.00	\$0.00	\$1,200.00
2	Speed Limit 25 MPH, R2-1	4 EA	\$300.00	\$1,200.00	0.00%	0.00%	\$0.00	\$0.00	\$1,200.00
3	Do Not Enter Sign, R5-1	1 EA	\$300.00	\$300.00	0.00%	0.00%	\$0.00	\$0.00	\$300.00
4	No Left Turn Sign, R3-2	1 EA	\$300.00	\$300.00	0.00%	0.00%	\$0.00	\$0.00	\$300.00
5	Flexible Delineator post (Yellow)	3 EA	\$300.00	\$900.00	0.00%	0.00%	\$0.00	\$0.00	\$900.00
6	All Traffic Must Turn Right, R3-7-1R	1 EA	\$300.00	\$300.00	0.00%	0.00%	\$0.00	\$0.00	\$300.00
7	Street Name Signs (2 per intersection)	4 EA	\$300.00	\$1,200.00	0.00%	0.00%	\$0.00	\$0.00	\$1,200.00
8	Pedestrian Crossing Sign, W11-2	4 EA	\$300.00	\$1,200.00	0.00%	0.00%	\$0.00	\$0.00	\$1,200.00
9	DY/4" Epoxy Pavement Markings	1874 LF	\$2.00	\$3,748.00	0.00%	0.00%	\$0.00	\$0.00	\$3,748.00
10	W/6" - Crosswalks Epoxy	422 LF	\$3.00	\$1,266.00	0.00%	0.00%	\$0.00	\$0.00	\$1,266.00
11	Light Fixture	13 EA	\$1,000.00	\$13,000.00	0.00%	0.00%	\$0.00	\$0.00	\$13,000.00

LOWER MACUNGIE TOWNSHIP
ESCROW RELEASE CERTIFICATION
IMPROVEMENTS COST ESTIMATE

PROJECT : MOUNTAIN VIEW ESTATES
Owner: Lehigh Valley Custom Homes LLC.
CERTIFICATION:

Release #7
7/5/2022

TOTAL ESCROW AMOUNT: \$1,549,336.63
TYPE OF SECURITY : Letter of Credit
LENDER: Penn Community Bank

ITEM	DESCRIPTION	IMPROVEMENTS AGREEMENT QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED % OF WORK COMPLETED		VALUE OF WORK COMPLETED		INCOMPLETE IMPROVEMENTS
					THIS PERIOD	TO DATE	THIS PERIOD	TO DATE	
F	<u>SURVEY</u>								
1	Concrete Monuments	39 EA	\$300.00	\$11,700.00	0.00%	0.00%	\$0.00	\$0.00	\$11,700.00
2	Survey Markers Set - Iron Pin	56 EA	\$100.00	\$5,600.00	0.00%	0.00%	\$0.00	\$0.00	\$5,600.00
G.	<u>SANITARY SEWER</u>								
1	Connection to Existing Line	1 EA	\$3,743.00	\$3,743.00	0.00%	100.00%	\$0.00	\$3,743.00	\$0.00
2	4' Sanitary manhole	2 EA	\$3,148.00	\$6,296.00	0.00%	100.00%	\$0.00	\$6,296.00	\$0.00
3	8" PVC	155 LF	\$37.86	\$5,868.30	0.00%	100.00%	\$0.00	\$5,868.30	\$0.00
4	3" PVC	559 LF	\$20.00	\$11,180.00	74.96%	100.00%	\$8,380.00	\$11,180.00	\$0.00
5	1.5" PVC	95 LF	\$18.00	\$1,710.00	100.00%	100.00%	\$1,710.00	\$1,710.00	\$0.00
6	1.25" PVC - Lateral	1504 LF	\$16.00	\$24,064.00	100.00%	100.00%	\$24,064.00	\$24,064.00	\$0.00
7	1.25" PVC	52 LF	\$16.00	\$832.00	100.00%	100.00%	\$832.00	\$832.00	\$0.00
8	Air Release Manhole	3 EA	\$4,000.00	\$12,000.00	0.00%	50.00%	\$0.00	\$6,000.00	\$6,000.00
9	Terminal Flushing Manhole with Air Release	1 EA	\$4,500.00	\$4,500.00	0.00%	50.00%	\$0.00	\$2,250.00	\$2,250.00
10	Terminal Flushing Manhole	1 EA	\$4,000.00	\$4,000.00	0.00%	50.00%	\$0.00	\$2,000.00	\$2,000.00
11	LPSS Force Main Connection Manhole	1 EA	\$3,000.00	\$3,000.00	0.00%	50.00%	\$0.00	\$1,500.00	\$1,500.00
12	In Line Flushing Manhole	1 EA	\$3,000.00	\$3,000.00	0.00%	50.00%	\$0.00	\$1,500.00	\$1,500.00
13	Endcap & Thrust Block	1 EA	\$600.00	\$600.00	0.00%	50.00%	\$0.00	\$300.00	\$300.00
14	Clean Out - Vent	27 EA	\$250.00	\$6,750.00	0.00%	0.00%	\$0.00	\$0.00	\$6,750.00
15	Curb Stop - Ball Valve	26 EA	\$700.00	\$18,200.00	0.00%	0.00%	\$0.00	\$0.00	\$18,200.00
16	Concrete Encasement	2 EA	\$400.00	\$800.00	100.00%	100.00%	\$800.00	\$800.00	\$0.00
17	6" PVC Gravity Laterals	57 LF	\$35.92	\$2,047.44	0.00%	100.00%	\$0.00	\$2,047.44	\$0.00
H.	<u>SOIL & EROSION CONTROL</u>								
1	Staging Area	857 SY	\$15.00	\$12,855.00	0.00%	100.00%	\$0.00	\$12,855.00	\$0.00
2	Construction Entrance	1 EA	\$3,200.00	\$3,200.00	0.00%	100.00%	\$0.00	\$3,200.00	\$0.00
3	Concrete Washout	1 LS	\$1,000.00	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	\$0.00
4	Erosion Control Blanket (S-75)	1863 SY	\$1.60	\$2,980.80	0.00%	100.00%	\$0.00	\$2,980.80	\$0.00
5	Inlet Protection	43 EA	\$210.00	\$9,030.00	0.00%	100.00%	\$0.00	\$9,030.00	\$0.00
6	18" Silt Sock	1793 LF	\$8.50	\$15,240.50	0.00%	100.00%	\$0.00	\$15,240.50	\$0.00
7	Abact Rock Filter	2 EA	\$250.00	\$500.00	0.00%	100.00%	\$0.00	\$500.00	\$0.00
8	Orange Construction Fence	3405 LF	\$3.00	\$10,215.00	0.00%	100.00%	\$0.00	\$10,215.00	\$0.00
9	Gabion Mat R-3 Stone 12"	24 SY	\$400.00	\$9,600.00	0.00%	0.00%	\$0.00	\$0.00	\$9,600.00
10	Riprap R-3	75 SY	\$100.00	\$7,500.00	0.00%	100.00%	\$0.00	\$7,500.00	\$0.00
11	Erosion Control Matting (P-300)	34 SY	\$6.00	\$204.00	0.00%	100.00%	\$0.00	\$204.00	\$0.00
I	<u>DEMOLITION</u>								
1	Billboard Removal	1 LS	\$1,600.00	\$1,600.00	0.00%	100.00%	\$0.00	\$1,600.00	\$0.00
2	Tree Removal	1 LS	\$5,250.00	\$5,250.00	0.00%	100.00%	\$0.00	\$5,250.00	\$0.00
3	Stone Drive Removal	646 SY	\$5.00	\$3,230.00	0.00%	100.00%	\$0.00	\$3,230.00	\$0.00
4	Gas Line Removal	2 LS	\$2,500.00	\$5,000.00	0.00%	100.00%	\$0.00	\$5,000.00	\$0.00
5	Clear & Grub	1 LS	\$6,000.00	\$6,000.00	0.00%	100.00%	\$0.00	\$6,000.00	\$0.00

**LOWER MACUNGIE TOWNSHIP
ESCROW RELEASE CERTIFICATION
IMPROVEMENTS COST ESTIMATE**

PROJECT : MOUNTAIN VIEW ESTATES
Owner: Lehigh Valley Custom Homes LLC.
CERTIFICATION:

Release #7
7/5/2022

TOTAL ESCROW AMOUNT: \$1,549,336.63
TYPE OF SECURITY : Letter of Credit
LENDER: Penn Community Bank

ITEM	DESCRIPTION	IMPROVEMENTS AGREEMENT QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED % OF WORK COMPLETED		VALUE OF WORK COMPLETED		INCOMPLETE IMPROVEMENTS
					THIS PERIOD	TO DATE	THIS PERIOD	TO DATE	
SUBTOTAL				\$1,291,113.86			\$35,786.00	\$518,594.04	\$772,519.82
	ACT 247 COVERAGE (10% of subtotal)			\$129,111.39		40.17%	\$0.00	\$0.00	\$129,111.39
	ENGINEERING & LAYOUT (5% of subtotal)			\$64,555.69	2.77%	40.17%	\$1,789.30	\$25,929.70	\$38,625.99
	TOWNSHIP INSPECTION (5% of subtotal)			\$64,555.69	2.77%	40.17%	\$1,789.30	\$25,929.70	\$38,625.99
TOTAL				\$1,549,336.63			\$39,364.60	\$570,453.44	\$978,883.19

Notes: 1) Water Distribution improvements secured under separate agreement with Lehigh County Authority
2) Quantities, units, and/or pricing are engineering estimates only prepared for budget purposes and must not be relied on as guarantee. Proposals, bids and/or construction costs may vary from amounts indicated.

Total Escrow Posted	\$1,549,336.63		Gross Value Completed	\$570,453.44
Previously Released	\$458,667.65		Less Retainage (15% Subtotal)	\$77,789.11
Current Balance (After Release #6)	\$1,090,668.98		Net Value Completed	\$492,664.34
Current Release Amount (#7)	\$33,996.70		Net Value Previously Completed	\$458,667.64
New Escrow Balance (as of #7)- Inc. Retainage	\$1,056,672.28		Net Value Completed This Period	\$33,996.70
Cumulative Total of Retainage Held (15% Subtotal)	\$77,789.11			
Remaining Contingencies	\$206,363.37			
Total Construction Costs Remaining	\$772,519.80			

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-46
(Duly Adopted July 21, 2022)

**A RESOLUTION REDUCING THE FINANCIAL SECURITY
FOR THE COMMERCIAL LAND DEVELOPMENT OF
ELK INVESTMENTS, LLC, DOING BUSINESS AS
GREEN ACRES OUTDOOR LIVING,
AT 219 SCHANTZ RD., WESCOSVILLE, PA**

WHEREAS, on December 3, 2020, pursuant to Resolution No. 2020-36, the Township of Lower Macungie approved a commercial land development at 219 Schantz Road, Wescosville, PA 18014 by Elk Investors, LLC d/b/a Green Acres Outdoor Living (hereinafter “Developer”), which approval was subsequently modified on March 3, 2022, pursuant to Resolution No. 2022-12 (collectively the “Development”); and

WHEREAS, pursuant to said approval, Developer was required to post financial security, in the form of a Letter of Credit issued by New Tripoli Bank, to guarantee the installation of the improvements shown on the plans for the Development; and

WHEREAS, the original amount of said Letter of Credit posted to guarantee the installation of the improvements for the Development was One Million, One Hundred Forty-Eight Thousand, One Hundred Eighty-Five Dollars and Fifty Cents (\$1,148,185.50); and

WHEREAS, the Developer has requested that said financial security be reduced to account for the completion of certain required improvements; and

WHEREAS, after review and verification, the Township Engineer, Bryan McAdam, P.E., of CKS Engineers, Inc., has recommended by letter dated June 28, 2022, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, that the financial security for said improvements be reduced by One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00); and

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the Board of Commissioners of the Township of Lower Macungie that the financial security posted by the Developer, in the amount of One Million, One Hundred Forty-Eight Thousand, One Hundred Eighty-Five Dollars and Fifty Cents (\$1,148,185.50), shall be reduced to the sum of Nine Hundred Ninety-Eight Thousand, One Hundred Eighty-Five Dollars and Fifty Cents (\$998,185.50), and that One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) shall be released.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to the Developer, Elk Investors, LLC d/b/a Green Acres Outdoor Living, and to New Tripoli Bank.

DULY ADOPTED this 21st day of July 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

ATTEST:

Renea Flexer, Secretary

Brian P. Higgins, President

EXHIBIT “A”



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenengineers.com
215.340.0600

June 28, 2022
Ref: # 12506-52

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

Attention: Kim Molnar

Reference: Green Acres Outdoor Living
Escrow Release No. One (1)
(TWP # 17-034)

Dear Kim:

Enclosed please find the supporting documents for Escrow Release No. 1 for Green Acres Outdoor Living in Lower Macungie Township. We have reviewed the items for which the release is requested and, based on our field observation and review, we recommend that \$150,000.00 be released from the escrow account. The remaining balance in the escrow is \$998,185.50. Attached please also find a breakdown of the escrow amount which should accompany the escrow release certificate.

Please contact our office if you have any questions concerning this matter.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers

A handwritten signature in blue ink, appearing to read 'Bryan McAdam', is written over the typed name.

Bryan McAdam, P.E.

BMc/paf
Enclosure

cc: w/enclosures

Bruce Beitel, Township Manager
Nathan Jones, Community Development Director
Jeff Waltemyer, Director of Finance
Renea Flexer, Assistant Township Manager
David Brooman, Esq., Township Solicitor
Elk Investments, LLC, Developer
File

REQUEST FOR RELEASE OF ESCROW FUNDS

Enclosed is Requisition Number One (1) submitted in June 2022 and approved as noted in the amount of \$150,000.00.

Escrow Agent: New Tripoli Bank

Development Agreement Date: April 1, 2022

Letter of Credit: No. 186

Subdivision: Green Acres Outdoor Living

Developer: Elk Investments, LLC

I hereby certify that I have inspected the improvements required for the above-designated subdivision: that I am satisfied that they have been completed, to the extent of this request, in a satisfactory manner; that the amount of the request is within the estimated cost of the improvements and does not exceed one hundred percent (100%) of the estimated costs. You are requested to authorize the release by the Escrow Agent of payment as listed below:

NAME AND ADDRESS OF PAYEE	WORK PERFORMED OR MATERIALS SUPPLIED	AMOUNT
Elk Investments, LLC 515 S. 3 rd Street Hamburg, PA 19526	See Attached Breakdown Sheet	\$150,000.00

Date: June 28, 2022



Township Engineer

Escrow Fund Balance: \$1,148,185.50

Amount of Request: \$150,000.00

Current Balance*: \$998,185.50

*Current balance reflects current release as well as retainage for maintenance.

You are hereby authorized to make payments to the payee(s) as listed in accordance with the terms of the above-mentioned Agreement.

Sincerely,
Lower Macungie Township

Jeff Waltemyer
Director of Finance

LOWER MACUNGIE TOWNSHIP
Green Acres
REF: # 12506-52
ESCROW FILE
DATE: February 11, 2022

Release #1
June 28, 2022

ITEM	UNIT	QTY	UNIT COST	TOTAL	QTY THIS RELEASE	QTY REL TO DATE	\$ THIS RELEASE	\$ RELEASED TO DATE	BALANCE
A. SITE PREPARATION (E&S CONTROLS)									
1. Erosion control measures (complete, in place) Items included but not limited to: construction entrance, Silt sock, Silt Fence, Tree Protection Fence, Diversion Sock, Slope Matting, Temporary and Permanent Seeding Inlet Filters Remove Erosion Control Measures Maintenance of E&S	LS	1	\$50,000.00	\$ 50,000.00	0.8	0.8	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00
2. Utility Pole Relocation	LS	1	\$ 10,000.00	\$ 10,000.00	1	1	\$ 10,000.00	\$ 10,000.00	\$ 0.00
B. STORMWATER MANAGEMENT									
Stormwater Management	LS	1	\$ 500,000.00	\$ 500,000.00	0.2	0.2	\$ 100,000.00	\$ 100,000.00	\$ 400,000.00
1. Incl. but not limited to: Underground storage system (2) &									
2. Stone seepage beds, complete in place, spillways,									
3. Safe Drain Insert, Stilling basin									
4. Earthwork									
5. Mulch groundcover, stone groundcover									
C. CONCRETE									
2. 18" Concrete Curb	LF	60	\$ 25.00	\$ 1,500.00		0	\$ 0.00	\$ 0.00	\$ 1,500.00
D. ONSITE PAVING									
1. Onsite paving, complete in place	LS	1	\$ 110,000.00	\$ 110,000.00		0	\$ 0.00	\$ 0.00	\$ 110,000.00
2. Paver System	LS	1	\$ 200,000.00	\$ 200,000.00		0	\$ 0.00	\$ 0.00	\$ 200,000.00
E. SEPTIC SYSTEM									
1. On lot septic system, complete in place, including grinder pump	LS	1	\$ 30,000.00	\$ 30,000.00		0	\$ 0.00	\$ 0.00	\$ 30,000.00
F. LANDSCAPING									
1. Deciduous Trees	EA	31	\$ 425.00	\$ 13,175.00		0	\$ 0.00	\$ 0.00	\$ 13,175.00
2. Evergreen Trees	EA	30	\$ 300.00	\$ 9,000.00		0	\$ 0.00	\$ 0.00	\$ 9,000.00
3. Shrubs	EA	132	\$ 90.00	\$ 11,880.00		0	\$ 0.00	\$ 0.00	\$ 11,880.00
G. LIGHTING									
1. Site lighting fixtures, complete in place	EA	28	\$ 3,000.00	\$ 84,000.00		0	\$ 0.00	\$ 0.00	\$ 84,000.00
H. MISCELLANEOUS									
1. Obtain Notice of Termination from LCCD	LS	1	\$ 5,000.00	\$ 5,000.00		0	\$ 0.00	\$ 0.00	\$ 5,000.00
2. As-Built Plans	LS	1	\$ 3,000.00	\$ 3,000.00		0	\$ 0.00	\$ 0.00	\$ 3,000.00
3. Pavement Markings and Signs	LS	1	\$ 3,000.00	\$ 3,000.00		0	\$ 0.00	\$ 0.00	\$ 3,000.00
4. Pedestrian Path, incl. ADA Ramps	LS	1	\$ 12,000.00	\$ 12,000.00		0	\$ 0.00	\$ 0.00	\$ 12,000.00
5. Concrete Monuments and Iron Pins	EA	5	\$ 250.00	\$ 1,250.00		0	\$ 0.00	\$ 0.00	\$ 1,250.00
SUBTOTAL CONSTRUCTION COSTS				<u>\$ 1,043,805.00</u>					
I. CONTINGENCIES									
1. Contingencies (10%)	LS	1	\$ 104,380.50	\$ 104,380.50		0	\$ 0.00	\$ 0.00	\$ 104,380.50

TOTAL ESCROW REQ.	_____	\$ 1,148,185.50
TOTAL THIS RELEASE	_____	\$ 150,000.00
RELEASED TO DATE	_____	\$ 150,000.00
REMAINING BALANCE	_____	\$ 998,185.50

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-39
(Duly Adopted July 21, 2022)

RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER
MACUNGIE TO ENTER INTO AGREEMENTS WITH
NORFOLK SOUTHERN RAILWAY COMPANY AND
LIBERTY PROPERTY LIMITED PARTNERSHIP
REGARDING THE CONSTRUCTION AND MAINTENANCE
OF A STORMWATER PIPE THROUGH NORFOLK
SOUTHERN RAILWAY COMPANY LAND

WHEREAS, the Township of Lower Macungie (“Township”), through its designees, submitted to Norfolk Southern Railway Company (“Railway”) an application to construct and maintain an underground transverse crossing consisting of one (1) 12-inch ductile iron pipe encased in a 24-inch steel pipe to convey stormwater (“Stormwater Facilities”) located in the right-off-way of Railway; and

WHEREAS, Railway has approved the application subject to the Township entering into an agreement titled “Acknowledgement Form for Wire and/or Pipe Occupation within the Limits of a Public Right of Way” (“Acknowledgement”) to govern the installation, subsequent maintenance, operation and any removal of the Stormwater Facilities, a copy of which agreement is attached to the Resolution at Exhibit “A;” and

WHEREAS, the Acknowledgement requires the Township to provide certain insurance coverage and indemnify the Railway in regard to the Stormwater Facilities work; and

WHEREAS, pursuant to a court-approved settlement agreement in or around 2013 and certain subsequent agreements, Liberty Property Limited Partnership (“Liberty”) is responsible for the construction of a portion of the extension of Sauerkraut Lane, which includes the installation of the Stormwater Facilities; and

WHEREAS, in furtherance of the installation of the Stormwater Facilities, the Township and Liberty will enter into a related agreement by which Liberty will provide insurance coverage and indemnify the Township in regard to the installation of the Stormwater Facilities, to the same extent as the Township’s obligations to the Railway under the Acknowledgment (“Indemnification Agreement”), in substantially the form attached hereto at Exhibit “B;” and

WHEREAS, the Township desires to enter into the Acknowledgement with the Railway and the Indemnification Agreement with Liberty, subject to any final revisions to each that are reviewed and approved by the Township Solicitor.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of the Township of Lower Macungie hereby resolves as follows:

- 1) The foregoing recitals are incorporated herein.
- 2) The Board of Commissioners hereby authorizes the Township to enter into the Acknowledgement with Railway and the Indemnification Agreement with Liberty in substantially the form attached hereto at Exhibits "A" and "B" respectively, subject to any final revisions to each that are reviewed and approved by the Township Solicitor.
- 3) The Board of Commissioners hereby authorizes Bruce Beitel, Township Manager, Lower Macungie Township, to execute the Acknowledgement and the Indemnification Agreement on behalf of the Township once the final form of each is approved by the Township Solicitor.
- 4) The Board of Commissioners authorizes the Township Manager and Township Solicitor to take all other actions necessary, related or convenient in connection therewith.

DULY ADOPTED this 21st day of July 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

ATTEST:

Renea Flexer, Secretary

Brian P. Higgins, President

EXHIBIT “A”

NORFOLK SOUTHERN RAILWAY COMPANY

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY.**

APPLICANT: Lower Macungie Township
3400 Brookside Road
Macungie, Pennsylvania, 18062

SUBJECT: Alburdis, Lehigh County, Pennsylvania
Milepost FJ-13.37, C&F Secondary, Keystone Division
Latitude 40.521081, Longitude -75.601443

Norfolk Southern Activity No. 1295233

Proposed installation of an underground transverse crossing consisting of one (1) 12-inch DIP water encased in a 24-inch steel pipe (collectively, the "Facilities")

In response to Applicant's submittal dated July 30, 2021 regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawing marked Exhibit "A", last revised May 13, 2022, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, constructed, maintained, repaired, operated and removed by and at the sole risk, cost and expense of the Applicant, (collectively, "Operate" or "Operations").
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Applicant pays the then-current Risk Financing Fee for a given Operations project, Applicant shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Applicant shall ensure that the project location, Applicant identification and work description appear on the declaration pages of a given RPL policy. Applicant shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Applicant may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Applicant shall maintain a Commercial General Liability (“CGL”) policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer’s Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(iv) Applicant shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Applicant shall maintain Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Applicant’s officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Applicant shall maintain Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers’ Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Applicant’s Coverage Primary and Without Right to Contribution. All policies secured by Applicant, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Applicant pursuant to this Agreement, except for any Workers’ Compensation Policy, shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Applicant’s indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Applicant maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Applicant over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Applicant shall require all subcontractors who are not covered by the insurance carried by Applicant to maintain the insurance coverages set forth in subsection (a) above, except

for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Applicant shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Applicant's liability under this Agreement.

- Railway shall, at Railway's option, furnish, at the sole expense of Applicant, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and construction monitoring during the installation, maintenance, repair, renewal or removal of the Facilities. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Applicant a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Applicant, which may include a preconstruction site assessment and a post-construction site assessment.
- Prior to commencement of any work to be performed on or about Premises, Applicant shall notify the appropriate Division Engineer or their authorized representative for the scheduling of "Support Services". Within seventy-two (72) hours after the Division Engineer's or their authorized representative's actual receipt of such notification, they shall review the necessity and availability of Support Services for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's Support Services or the Division Engineer's waiver of the requirement for Support Services. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- In the event it becomes necessary for Applicant to deviate from the approved plans and specifications, Applicant shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring or inspection.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.

- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation
 650 West Peachtree St. Box 22
 Atlanta, Georgia 30308
 Attention: Director Real Estate

If to Applicant: Lower Macungie Township
 3400 Brookside Road
 Macungie, Pennsylvania, 18062
 Attention: Bruce Beitel

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

NORFOLK SOUTHERN RAILWAY COMPANY

_____ DATE _____
 Real Estate Manager

LOWER MACUNGIE TOWNSHIP

_____ DATE _____
 Title _____

Activity Number: 1295233
 Mitch Murphy: 06/07/2022

EXHIBIT “B”

INSURANCE AND INDEMNIFICATION AGREEMENT

This Insurance and Indemnification Agreement (“Agreement”) is entered by and between the Township of Lower Macungie (“Township”), 3400 Brookside Road, Macungie, PA 18062, and Liberty Property Limited Partnership (“Liberty”), whose principal place of business is _____ (the Township and Liberty may be referred to herein as a “Party” or collectively as the “Parties”).

WHEREAS, the Township conditionally approved a Subdivision Plan for the Spring Creek Properties Settlement Subdivision on or about October 17, 2013, pursuant to Resolution No. 2013-26, which approval was thereafter updated and amended; and

WHEREAS, pursuant to said approval and certain subsequent agreements, Jaindl Land Company (“Jaindl”) agreed to perform certain public improvements in connection with the Subdivision, including but not limited to the extension of Sauerkraut Lane in the Township (“Sauerkraut Lane Extension”); and

WHEREAS, Jaindl thereafter sold certain portions of the Subdivision to Liberty and in turn transferred its obligation to construct certain portions of the Sauerkraut Lane Extension to Liberty; and

WHEREAS, in connection with the Sauerkraut Lane Extension, the Township and Norfolk Southern Railway Company (“Norfolk”) entered into an agreement providing in part for the construction of a new Sauerkraut Lane public at-grade crossing over Norfolk’s railroad tracks (the “Sauerkraut Lane Crossing”), which the Pennsylvania Public Utility Commission approved by Secretarial Letter dated December 9, 2021 at PUC Docket No. A-2021-3025099; and

WHEREAS, as part of its obligations for the Sauerkraut Lane Extension, Liberty is required to pay to Norfolk, on behalf of the Township, the cost to construct the new Sauerkraut Lane Crossing; and

WHEREAS, also as part of its obligations for the Sauerkraut Lane Extension, Liberty is required to install a stormwater pipe (the “Stormwater Facilities”) under the Norfolk railroad tracks and through Norfolk’s right-of-way in the area of the Sauerkraut Lane Crossing; and

WHEREAS, as a condition of Norfolk’s approval of the Stormwater Facilities, Norfolk has required that the Township enter into an agreement entitled “Acknowledgement Form for Wire and/or Pipe Occupation within the Limits of a Public Right of Way” (the “Norfolk Pipe Agreement”), a copy of which is attached hereto as Exhibit “A;” and

WHEREAS, the Norfolk Pipe Agreement sets forth certain insurance, indemnification, and other requirements relating to the installation of the Stormwater Facilities; and

WHEREAS, as a condition to the Township approving and executing the Norfolk Pipe Agreement, the Township is requiring that Liberty provide to the Township equal insurance coverages and limits as required of the Township in the Norfolk Pipe Agreement, and indemnify the Township to the same extent as the Township is required to indemnify Norfolk by the Norfolk Pipe Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and with the intent to be legally bound hereby, the Parties agree as follows:

1. The WHEREAS clauses are incorporated herein by reference as if set forth in full.
2. Within thirty (30) days of the date of this Agreement, and before the commencement of any work on the installation of the Stormwater Facilities, Liberty and any of its contractors and subcontractors performing any portion of the Stormwater Facilities work, shall provide to the Township a certificate of insurance confirming that they have obtained all of the insurance coverages required in the Norfolk Pipe Agreement and has complied with all of the limits and other insurance requirements set forth therein. The certificate(s) of insurance shall further indicate that the Township and Norfolk are named as additional insureds on each of the required insurance policies listed therein. Further, it is understood and agreed that any insurance maintained by the Township pursuant to the Norfolk Pipe Agreement shall be deemed excess, non-contributory and not co-primary in relation to the insurance coverage maintained by Liberty and its contractors in regard to the Stormwater Facilities work.
3. To the fullest extent of the Township's indemnification obligations as set forth in the Norfolk Pipe Agreement and the fullest extent permitted by law, Liberty shall defend, indemnify and hold harmless the Township, its agents, commissioners, officers, directors, and employees from and against claims (including all attorney's fees and costs of defense) for bodily injury, property damage, and liability of every kind arising out of or relating to the acts or omissions of Liberty, its contractors, subcontractors, agents and representatives in performing the installation of the Stormwater Facilities. The indemnification obligations under this section shall not be construed to be limited by the coverage limits of any insurance policy referenced herein or in the Norfolk Pipe Agreement, or by any limitation on the amount or types of damages or benefits set forth in any worker's compensation acts, disability acts or other employee benefit acts. Further, Liberty waives all rights against the Township and its agents, commissioners, officers, directors and employees for recovery of damages to the extent the damages are covered by commercial general liability, commercial umbrella/excess liability, auto liability, worker's compensation or employer's liability insurance maintained per the requirements set forth herein or in the Norfolk Pipe Agreement.
4. Liberty shall comply with all other terms and conditions of the Norfolk Pipe Agreement.
5. If any provision of this Agreement is deemed unenforceable by any court or tribunal having jurisdiction over the enforcement of the Agreement, then the remainder of this Agreement shall remain in full force and effect to the fullest extent practicable and allowable by law.
6. No modification of this Agreement shall be valid and enforceable unless in writing and signed by the Township and Liberty.
7. This Agreement shall be construed and enforced under the laws of the Commonwealth of Pennsylvania.

8. This Agreement constitutes the entire agreement between the Township and Liberty with respect to the subject matter set forth herein, and supersedes all prior negotiations and discussions relating thereto, which are merged herein.

9. This Agreement may be signed in counterparts and the counterparts shall together constitute one complete document. Photocopied, scanned or facsimiled signatures shall be deemed original signatures for purposes of enforcement.

10. The effective date of this Agreement is the date the Agreement is fully executed by the Parties.

11. The Parties acknowledge that each has read and fully understands this Agreement, that each has had a full and fair opportunity to consult with counsel regarding this Agreement, and that each has executed this Agreement freely and without coercion by any other Party. While the Township Solicitor has undertaken the initial draft of this Agreement, such draft has been submitted to Liberty's counsel for full review and revision as deemed necessary and, as such, any ambiguity in this Agreement shall not be construed against its drafters, but shall be construed as if prepared jointly on behalf of all of the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands:

ATTEST:

TOWNSHIP OF LOWER MACUNGIE

Renea Flexer, Secretary

By: _____
Bruce Beitel
Township Manager

Date: _____

ATTEST:

LIBERTY PROPERTY LIMITED
PARTNERSHIP

By: _____
Name:
Title:

Date: _____

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2022-47
(Duly Adopted July 21, 2022)

A RESOLUTION AUTHORIZING THE BOARD OF SCHOOL
DIRECTORS OF EAST PENN SCHOOL DISTRICT TO ASSUME
THE HIRING AND OVERSIGHT OF SCHOOL CROSSING
GUARDS FOR WILLOW LANE ELEMENTARY SCHOOL

WHEREAS, on June 27, 2022 the Board of School Directors of East Penn School District approved a Resolution requesting from Lower Macungie Township the authority to assume the hiring and oversight of school crossing guards for Willow Lane Elementary School; and

WHEREAS, the Township desires to authorize the Board of School Directors of East Penn School District to assume the hiring and oversight of school crossing guards for Willow Lane Elementary School, as permitted by the First Class Township Code at 53 P.S. § 56416; and

NOW THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of Lower Macungie Township hereby authorizes the Board of School Directors of East Penn School District authority to assume the hiring and oversight of school crossing guards for Willow Lane Elementary School.

BE IT FURTHER RESOLVED that, as the Township has no police department, to the extent requested by the District, the Township's Department of Community Development will provide the District with any requested assistance in facilitating the training of the school crossing guards.

DULY ADOPTED, this 21st day of July 2022, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS

Attest:

Brian P. Higgins, President

Renea Flexer, Secretary