



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA  
SEPTEMBER 17, 2018  
7:00 p.m.

	Packet Page #
I. CALL TO ORDER	
A. Salute to the Flag	
B. Moment of Silence	
C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting	
II. APPROVAL OF MINUTES: August 20, 2018 Board of Supervisors Meeting	2
III. APPROVAL OF PAYMENTS	5
IV. TREASURER'S REPORT	7
A. Budgeted Fund Transfers – Consider Authorization	19
V. SUPERVISORS' REPORT	20
A. Byron Nickerson –Township Emergency Management Coordinator	
B. Executive Session held September 11, 2018 re: Personnel	
C. Calendar:	
October 9, 2018 4:00 PM Board of Supervisors Workshop, draft 2019 Budget Workshop	
October 9, 2018 6:30 PM Public Hearing ~ Amend Byers Station Final Planned Residential	
Development (PRD) Plan Approval	
October 15, 2018 7:00 PM Board of Supervisors Meeting	
Yard Waste Collections: September 19 and 26, October 10, 17, 24	
Use biodegradable bags or open containers (no lids attached). Do not use plastic bags for yard waste.	
Place materials curbside the night before to guarantee collection.	
VI. ADMINISTRATION REPORTS	
A. Township Engineer's Report	21
B. Building and Codes Department Report	24
C. Police Chief's Report	
D. Public Works Department Report	26
VII. LAND DEVELOPMENT	
A. Marsh Lea Escrow Release Request #7 - \$187,374.90 - Consider Approval	29
B. Villages at Byers Station (Parcel 5C) Escrow Releases - Consider Approval	
1. Public Improvements \$1,437,001.52	36
2. Sanitary Sewer \$302,330.01	41
VIII. ADMINISTRATION	
A. 2019 Pension Plan Minimum Municipal Obligations – Acknowledge and Approve	44
B. 2018-2019 Snow Removal Bid Results – Consider Contract Award	45
C. Brandywine Valley SPCA Contract – Consider Approval	47
D. Park Road Trail Project – CMAQ Reimbursement Agreement – Consider Execution	56
IX. OPEN SESSION	
X. ADJOURNMENT	



TOWNSHIP OF UPPER UWCHLAN  
BOARD OF SUPERVISORS  
REGULAR MEETING  
August 20, 2018  
7:00 p.m.  
**DRAFT**

In Attendance:

Board of Supervisors

Jamie W. Goncharoff, Chair  
Sandra M. D'Amico, Vice-Chair  
Guy A. Donatelli, Member

Township Administration

Shanna Lodge, Assistant Township Manager  
Gwen A. Jonik, Township Secretary  
John DeMarco, Police Chief  
Al Gaspari, Codes Administrator  
Mike Heckman, Director of Public Works  
Dave Leh, P.E., Township Engineer

Mr. Goncharoff called the meeting to order at 7:01 p.m., led the Pledge of Allegiance, offered a moment of silence and asked if anyone planned to audio or video record the meeting. There were no responses.

Approval of Minutes

Mrs. D'Amico moved, seconded by Mr. Goncharoff, to approve as presented the minutes of the July 10, 2018 Board of Supervisors Workshop. The Motion carried unanimously.

Mrs. D'Amico moved, seconded by Mr. Donatelli, to approve as presented the minutes of the July 16, 2018 Board of Supervisors Meeting. The Motion carried unanimously.

Approval of Payments

Mr. Donatelli moved, seconded by Mrs. D'Amico, to approve the payments to all vendors as listed August 15, 2018. The Motion carried unanimously.

Treasurer's Report

Shanna Lodge reported that the Township's financial position remains strong; year to date revenues are 59.8% of budget; expenses are at 49.8% of budget. Ms. Lodge reported that the Township made the final payment (\$194,740) on the loan with BB&T, which was originally borrowed (\$2,934,273) in 2005, with amendments in 2007 and 2009.

Supervisor's Report

Mr. Goncharoff read the following published calendar: September 3, 2018 Township office closed – Labor Day, no trash/recycling collection September 3; trash/recycling will be collected Township wide September 4, 2018; September 11, 2018 4:00 PM Joint Boards & Commissions Workshop; September 17, 2018 7:00 PM Board of Supervisors Meeting; Yard waste collections August 22, September 5, September 12, and September 19.

Administration Reports

Township Engineer's Report

Dave Leh reported that revised plans for Eagleview Corporate Center Lot 1C are under consultant review; the consultants are reviewing revised plans for Byers Station Parcel 6C; the contractor for Eagle Park has submitted 2 payment requests for completed work and there is a

punchlist for them to complete, including tree replacement, landscaping repair, installation of additional furniture, installation of lighting fixtures, etc.

#### Building / Codes Department Report

Al Gaspari reported that 67 building permits were issued last month, totaling \$16,422 in permit fees; year to date permit fees total \$256,168; all of the parcels have sold in the Reserve at Chester Springs (former Frame property on Little Conestoga Road); 3 settlements have occurred in the Townes at Chester Springs, a townhouse development on Park Road; the road is paved, 5 parcels have sold and 2 homes are under construction in Marsh Lea, on Little Conestoga Road; the first group of townhouses is under construction on Byers Station Parcel 5C; there were 21 re-sales in July.

#### Police Chief's Report

Chief DeMarco reported there were 1,120 incidents over the past month, including 119 traffic citations issued, 9 reported crimes and 4 criminal arrests. The Incident Action Plan for the Country Music Festival in West Vincent Township at the end of this week has been well planned and residents should expect heavier traffic Friday evening and through the weekend. Twelve Township roads were posted "No Parking" and residents should report any incidents to 911. West Vincent's incident action plan will be reviewed with appropriate personnel tomorrow as the event is in their township; parking and shuttle buses have been coordinated from Coventry Mall in North Coventry and Universal Technical Institute (UTI, 1000 spots) in Upper Uwchlan. Churches and the School District will take their own measures to close their lots.

Brett Boden commented that Dorlan Mill Road was paved today and asked if the Township could post the electronic speed limit sign.

Irena Colligan commented on slick stop bars at the Little Conestoga Road/Milford Road intersection (Public Works will investigate); a Toll Brothers pickup truck traveling in an unsafe manner between Townes at Chester Springs and Reserve at Chester Springs (Chief will address the issue with Toll); a tractor-trailer cutting through Windsor Baptist Church parking lot; and staff supervision of the kids at Devereaux should be increased to avoid runaways.

#### Public Works Department Report

Mike Heckman reported that the along with regular maintenance activities, the department received and completed 120 work orders; cleaned storm inlets; completed road base repairs; posted the "Temporary No Parking" signs; trimmed roadside trees prior to paving activity; the line striping contract will be awarded momentarily and the snow plow bids are due next week; Brian Owens obtained his LTAP Road Scholar Certificate; Jeff Giannini obtained his spray license from DEP classes; and a candidate for the open position has been selected from 6 interviewees.

Mr. Goncharoff would like the Township to seek compensation for the department's purchase and time spent posting the no parking signs for the Country Music Festival.

#### Land Development

Marsh Lea Escrow Release Request. Dave Leh advised he has received from Moser Homes an escrow release request #6 for completion of paving and curbing at Marsh Lea. Following his review, he recommends the release of \$404,458.50. Mr. Donatelli moved, seconded by Mrs. D'Amico, to approve the release of \$404,458.50 to Moser Homes. The Motion carried unanimously.

## ADMINISTRATION

2018 Pavement Marking Contract. Mike Heckman reported that 2 bids were received for the pavement marking contract, with Alpha Space Control being the low bidder for the various markings, such as stop bars, crosswalks, double yellow lines, etc., totaling \$32,101.50 if all markings are assigned to the Contractor. The Public Works Department has the capability and will paint some of the markings. Mr. Heckman recommends awarding the contract to Alpha Space Control at the individual item amounts as bid. Mrs. D'Amico moved, seconded by Mr. Donatelli, to award the 2018 Pavement Marking Contract to Alpha Space Control at their individual item amounts. The Motion carried unanimously.

Mr. Heckman noted the consortium for the purchase of road salt, coordinated by West Bradford Township, of which we're a participant, has awarded the Winter 2018/2019 salt contract to Eastern Salt Company at \$51/ton.

Declaration of Restrictive Covenants Between Downingtown Area School District and Upper Uwchlan Township. Shanna Lodge summarized the Declaration, which is administrative in nature regarding the transfer of land behind the Township Building, from the School District to the Township. The Declaration will be recorded with the Deed and notes that if the School District needs to further develop the Pickering Valley Elementary School property in the future, the transferred land remains included in their calculations. Mrs. D'Amico moved, seconded by Mr. Goncharoff, to execute the Declaration of Restrictive Covenants. Mr. Donatelli abstained from the vote as it is a conflict of interest for him. The Motion carried (2) in favor and (1) abstention (Donatelli).

Vantage Point Retirement Living Sewage Facility Planning Module (SFPM) to PaDEP. Shanna Lodge advised the Board was asked to adopt a Resolution which would authorize the Township to send to PaDEP the SFPM for Vantage Pointe Retirement Living, a proposed 100-unit senior living facility on Byers Station Parcel 6C, the northeast corner of Graphite Mine Road and Byers Road. Mr. Donatelli moved, seconded by Mrs. D'Amico, to adopt Resolution #08-20-18-10, which authorizes the SFPM be sent to the Pennsylvania Department of Environmental Protection for their review and approval. The Motion carried unanimously.

### Open Session

Cindy McMahon asked what residents should do if there are any incidents this coming weekend. Mr. Goncharoff reiterated that residents should allow extra travel time this weekend and call 911 if anything seems amiss.

Ms. Colligan asked how much longer Sunoco would be working on the pipeline in the Township. The answer is unknown.

### Adjournment

There being no further business to be brought before the Board, Mr. Goncharoff adjourned the meeting at 7:41 p.m.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 49359 to 49442  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
49359	09/17/18	21ST CENTURY MEDIA PHILLY	420.44	1849
49360	09/17/18	ALPHACAR ALPHA CARD	109.65	1849
49361	09/17/18	AQUAP010 AQUA PA	633.82	1849
49362	09/17/18	ARROC010 ARRO CONSULTING, INC.	8,279.00	1849
49363	09/17/18	BAIRD010 BAIRD & RUDOLPH TIRE COMPANY,	854.64	1849
49364	09/17/18	BARBA010 BARBACANE THORNTON & COMPANY	900.00	1849
49365	09/17/18	BRANDSPC BRANDYWINE VALLEY SPCA	106.09	1849
49366	09/17/18	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	869.20	1849
49367	09/17/18	CHRISFRA FRANTZ, CHRISTOPHER	378.00	1849
49368	09/17/18	CINTA010 CINTAS CORPORATION #287	271.36	1849
49369	09/17/18	CJTIRES CJ'S TIRE & AUTOMOTIVE SERVICE	170.94	1849
49370	09/17/18	COLLIFL COLLIFLOWER, INC	148.61	1849
49371	09/17/18	COLON010 COLONIAL ELECTRIC SUPPLY CO.,	130.80	1849
49372	09/17/18	COMCA010 COMCAST	531.37	1849
49373	09/17/18	CUMMIWAG CUMMINS-WAGNER CO, INC.	401.50	1849
49374	09/17/18	DELAW030 DVHT	56,289.60	1849
49375	09/17/18	DEMAR010 JOHN DEMARCO	102.50	1849
49376	09/17/18	DEWEE010 DEWEES BROTHERS PLUMBING & HEA	159.21	1849
49377	09/17/18	DIAMOWER DIAMOND MOWERS	615.06	1849
49378	09/17/18	EAGLHARD EAGLE HARDWARE	31.32	1849
49379	09/17/18	EMERGVEH EMERGENCY VEHICLE OUTFITTERS	105.00	1849
49380	09/17/18	FISHE010 FISHER & SON COMPANY, INC.	1,037.00	1849
49381	09/17/18	FRAME010 FRAME POWER EQUIPMENT	12.19	1849
49382	09/17/18	GATHE010 BRIAN E. GATHERCOLE	526.70	1849
49383	09/17/18	GENER010 GENERAL CODE	2,830.70	1849
49384	09/17/18	GILMO020 GILMORE & ASSOCIATES, INC	3,395.76	1849
49385	09/17/18	GLENM010 GLENMORE FIRE COMPANY	4,274.50	1849
49386	09/17/18	HAWEI010 H.A. WEIGAND, INC.	165.00	1849
49387	09/17/18	HDCHESTE H-D OF CHESTER SPRINGS	1,415.85	1849
49388	09/17/18	HELPNOW HELP-NOW,LLC	3,181.63	1849
49389	09/17/18	HONEYBRO HONEY BROOK OUTDOOR POWER	24.80	1849
49390	09/17/18	INTCODE INTERNATIONAL CODE COUNCIL INC	1,222.00	1849
49391	09/17/18	JONESTOM THOMAS S. JONES	326.15	1849
49392	09/17/18	KEENC010 KEEN COMPRESSED GAS COMPANY	21.19	1849
49393	09/17/18	KENCO KENCO CORPORATION	278.05	1849
49394	09/17/18	KNOXE010 KNOX EQUIPMENT RENTALS INC	575.00	1849
49395	09/17/18	LEVEN010 LEVENGOOD SEPTIC SERVICE	550.00	1849
49396	09/17/18	LINESYST BLOCK LINE SYSTEMS	1,007.76	1849
49397	09/17/18	LIONV010 LIONVILLE FIRE COMPANY	37,141.00	1849
49398	09/17/18	LUDWI030 LUDWIG'S CORNER FIRE COMPANY	37,080.00	1849
49399	09/17/18	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	89.00	1849
49400	09/17/18	MAINL010 MAIN LINE CONCRETE & SUPPLY IN	1,190.58	1849
49401	09/17/18	MARSH020 MARSH CREEK SIGNS	115.00	1849
49402	09/17/18	MCMAH010 MCMAHON ASSOCIATES, INC.	10,500.71	1849
49403	09/17/18	MEADE010 MEADE HEATING & AIR CONDITION	3,128.15	1849
49404	09/17/18	MIDAT010 MID ATLANTIC CONNECTIONS, INC.	322.00	1849
49405	09/17/18	NAPA0010 NAPA	1,336.25	1849
49406	09/17/18	NEWENT NEW ENTERPRISE STONE & LIME CO	254.91	1849
49407	09/17/18	NEWHO010 NEW HOLLAND AUTO GROUP	1,379.79	1849
49408	09/17/18	OFFICPAY OFFICIAL PAYMENTS CORPORATION	5.00	1849
49409	09/17/18	PEC00010 PECO	3,437.57	1849

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
49410	09/17/18	PIERCEIN PIERCE INNOVATIONS, INC	1,055.00		1849
49411	09/17/18	PITNEYGL PITNEY BOWES GLOBAL FINANCIAL	612.00		1849
49412	09/17/18	PROGRBUS PROGRESSIVE BUSINESS PUBLICATI	295.00		1849
49413	09/17/18	PSATS030 PSATS-CDL PROGRAM	60.00		1849
49414	09/17/18	PURCHPOW PURCHASE POWER (PITNEY BOWES)	1,000.00		1849
49415	09/17/18	REDTH010 RED THE UNIFORM TAILOR	335.85		1849
49416	09/17/18	REILLYSI REILLY & SONS INC.	1,500.02		1849
49417	09/17/18	ROBLITTL ROBERT E. LITTLE, INC.	32.03		1849
49418	09/17/18	SANKESHA SANKET SHAH	24.77		1849
49419	09/17/18	SCOTTPOT SCOTTIES POTTIES	120.00		1849
49420	09/17/18	SHALLSER SHALLIS SERVICES	530.00		1849
49421	09/17/18	SLOAN010 SLOAN MOTORS, INC.	235.05		1849
49422	09/17/18	SONDRAFI SONDRA FINKBINER	171.97		1849
49423	09/17/18	STAPLADV STAPLES ADVANTAGE	771.51		1849
49424	09/17/18	STAPLCRP STAPLES CREDIT PLAN	398.57		1849
49425	09/17/18	STYER010 STYER PROPANE	686.61		1849
49426	09/17/18	SUNBEO20 SUNBELT RENTALS	1,850.76		1849
49427	09/17/18	SWEETWAT SWEETWATER NATURAL PRODUCTS LL	330.00		1849
49428	09/17/18	TDAMEDEF TD AMERITRADE FBO 915-011842	23,393.75		1849
49429	09/17/18	TDAMEPOL TD AMERITRADE FBO 915-01150	44,406.75		1849
49430	09/17/18	TDAMERDC TD AMERITRADE TRUST CO	2,754.75		1849
49431	09/17/18	TMASSOC T & M ASSOCIATES	1,886.11		1849
49432	09/17/18	UUTMU010 UUTMA	290.40		1849
49433	09/17/18	UWCHL010 UWCHLAN AMBULANCE CORPS	13,519.00		1849
49434	09/17/18	VARG0005 VARGO, CARY	75.55		1849
49435	09/17/18	VERIZ010 VERIZON	620.61		1849
49436	09/17/18	VERIZFIO VERIZONFIOS	124.99		1849
49437	09/17/18	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		1849
49438	09/17/18	VERZIPAD VERIZON IPAD	191.95		1849
49439	09/17/18	WELCOA WELLNESS COUNCIL OF AMERICA	31.20		1849
49440	09/17/18	WGAMERIC WG AMERICA COMPANY	41.32		1849
49441	09/17/18	WINFI010 WINFIELD GARAGE DOORS	1,070.71		1849
49442	09/17/18	WITME010 WITMER PUBLIC SAFETY GROUP, INC	106.00		1849

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	84	0	287,071.72	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	84	0	287,071.72	0.00



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: Jill Bukata, Township Treasurer

RE: Status Update

DATE: September 17, 2018

---

#### **Finance has worked on the following items during the month**

- Received and processed 169 trash and 2,100 sewer payments (8/15/18 to 9/13/18)
- Doing preliminary work on the 2019 Budget

#### **Projects and goals**

- Revise the Accounting Manual in accordance with current procedures and staffing (*in process*)
- Revise and update the Employee Personnel Manual (*in process*)

#### **Highlights of the August, 2018 financial statements**

- The balance sheet remains strong with cash of over **\$7.9 million** - of that amount nearly \$2.7 million is not available for the routine operations of the Township as they are reserved for specific purposes, ie. Liquid Fuels and Act 209 for highways, Turf Field for replacement of the Turf Field, Capital Projects for capital improvements etc.
- Year to date revenues (combined) are **\$5,672,402 or 69.9%** of the annual budget. Combined expenses are **\$3,932,191 or 57.6%** of the budget. The combined year to date net income - (General Fund and Solid Waste Fund) is **\$1,740,211**
- Earned income tax revenue YTD August was **\$2,616,815**. That is approximately \$54,000 less than the same period last year and **71%** of the amount budgeted.

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of August 31, 2018**

**ASSETS**

Cash

01-100-000-100	General Checking - Fulton Bank	\$	60,247.18
01-100-000-200	Meridian Bank		3,954,995.70
01-100-000-210	Meridian Bank - Payroll		101,820.45
01-100-000-250	Fulton Bank - Turf Field		357,331.06
01-100-000-300	Petty Cash		300.00
	Total Cash		4,474,694.39

Investments

01-120-000-100	Certificate of Deposit - 10/2/19		263,391.66
			263,391.66

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		31,026.49
01-145-000-021	Engineering Fees Receivable-CU		6,817.97
01-145-000-030	Legal Fees Receivable		7,101.76
01-145-000-040	R/E Taxes Receivable		4,094.43
01-145-000-050	Hydrant Tax Receivable		257.73
01-145-000-080	Field Fees Receivables		3,315.00
01-145-000-085	Turf Field Receivables		(595.00)
01-145-000-086	EIT Receivable		49,547.86
01-145-000-090	RE Transfer Tax Receivable		65,145.86
01-145-000-095	Misc accounts receivable		63,257.98
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		195.00
	Total Accounts Receivable		230,165.08

Other Current Assets

01-130-000-001	Due From Municipal Authority		127,026.29
01-130-000-003	Due From Liquid Fuels		
01-130-000-004	Due from ACT 209 Fund		-
01-130-000-005	Due From Capital Fund		103,175.00
01-130-000-006	Due from Solid Waste Fund		-
01-130-000-007	Due from Water Resource Protection Fund		-
01-130-000-008	Due from the Sewer Fund		-
01-130-000-009	Due from Developer's Escrow Fund		62,787.87
01-131-000-000	Suspense Account		-
	Total Other Current Assets		292,989.16

Prepaid Expense

01-155-000-000	Prepaid expenses		-
	Total Prepaid Expense		-

**Total Assets** **5,261,240.29**

**LIABILITIES AND FUND BALANCE**

Accounts Payable

01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		81,608.32
	Total Accounts Payable		81,608.32

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of August 31, 2018**

**Other Current Liabilities**

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	6,397.32
01-214-000-000	Non-Uniform Pension	(534.55)
01-214-000-100	NU Pension Plan #2	1,189.32
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	(3.00)
01-218-000-000	Police Association Dues	1,650.00
01-219-000-000	LST Tax Withheld	10.00
01-220-000-000	State Unemployment W/H	877.53
01-221-000-000	Benefit Deduction-Aflac	736.15
01-222-000-000	457 Contribution Deduction	5,349.57
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	-
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	4,054.78
01-239-000-006	Due to Solid Waste Fund	25,110.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	687.90
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	45,525.02

<b>Total Liabilities</b>	<b>127,133.34</b>
--------------------------	-------------------

**EQUITY**

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	3,119,680.07
	Current Period Net Income (Loss)	1,201,505.28
	Total Equity	5,134,106.95
	<b>Total Fund Balance</b>	<b>5,134,106.95</b>

<b>Total Liabilities &amp; Fund Balance</b>	<b>5,261,240.29</b>
---	---------------------

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
01-301-000-010	Current Real Estate Taxes	953,786.99	983,600.00	(29,813.01)	97.0%
01-301-000-013	Real Estate Tax Refunds	(25,394.85)	(25,000.00)	(394.85)	101.6%
01-301-000-030	Delinquent Real Estate Taxes	5,926.48	30,000.00	(24,073.52)	19.8%
01-301-000-071	Hydrant Tax	56,740.15	65,000.00	(8,259.85)	87.3%
01-310-000-010	Real Estate Transfer Taxes	375,178.67	523,750.00	(148,571.33)	71.6%
01-310-000-020	Earned Income Taxes	2,651,065.38	3,735,903.00	(1,084,837.62)	71.0%
01-310-000-021	EIT commissions paid	(34,250.60)	(50,808.00)	16,557.40	67.4%
01-320-000-010	Building Permits	277,321.30	490,000.00	(212,678.70)	56.6%
01-320-000-020	Use & Occupancy Permit	12,250.08	8,000.00	4,250.08	153.1%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,775.00	2,000.00	(225.00)	88.8%
01-320-000-050	Refinance Certification Fees	2,100.00	4,500.00	(2,400.00)	46.7%
01-321-000-080	Cable TV Franchise Fees	178,389.75	250,000.00	(71,610.25)	71.4%
01-331-000-010	Vehicle Codes Violation	25,525.19	50,000.00	(24,474.81)	51.1%
01-331-000-011	Reports/Fingerprints	1,506.50	2,000.00	(493.50)	75.3%
01-331-000-012	Solicitation Permits	520.00	500.00	20.00	104.0%
01-331-000-050	Reimbursable Police Wages	8,538.45	1,000.00	7,538.45	853.8%
01-341-000-001	Interest Earnings	28,990.25	18,000.00	10,990.25	161.1%
01-342-000-001	Rental Property Income	16,000.00	24,000.00	(8,000.00)	66.7%
01-354-000-010	County Grants	-	-	-	#DIV/0!
01-354-000-020	State Grants	-	148,448.00	(148,448.00)	0.0%
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	600.00	400.00	200.00	150.0%
01-355-000-005	State Aid, Police Pension	-	85,000.00	(85,000.00)	0.0%
01-355-000-006	State Aid, Non-Uniform Pension	-	55,000.00	(55,000.00)	0.0%
01-355-000-007	Foreign Fire Insurance Tax	-	112,000.00	(112,000.00)	0.0%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	8,100.00	4,000.00	4,100.00	202.5%
01-361-000-032	Fees from Engineering	14,911.72	150,000.00	(135,088.28)	9.9%
01-361-000-033	Admin Fees from Engineering	553.41	8,000.00	(7,446.59)	6.9%
01-361-000-035	Admin Fees from Legal	224.31	1,500.00	(1,275.69)	15.0%
01-361-000-036	Legal Services Fees	6,878.20	3,000.00	3,878.20	229.3%
01-361-000-038	Sale of Maps & Books	124.00	250.00	(126.00)	49.6%
01-361-000-039	Fire Inspection Fees	-	-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU	6,308.67	20,000.00	(13,691.33)	31.5%
01-361-000-042	Copies	236.00	100.00	136.00	236.0%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	7,166.14	-	7,166.14	#DIV/0!
01-367-000-010	Recreation Donations	-	-	-	#DIV/0!
01-367-000-014	Pavillion Rental	85.00	-	85.00	#DIV/0!
01-367-000-020	Tennis Fees	-	-	-	#DIV/0!
01-367-000-021	Field Programs	44,339.50	30,000.00	14,339.50	147.8%
01-367-000-025	Turf Field Fees	19,717.75	45,000.00	(25,282.25)	43.8%
01-367-000-030	Community Events Donations	12,285.00	10,000.00	2,285.00	122.9%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees	675.00	5,000.00	(4,325.00)	13.5%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	11,945.07	5,000.00	6,945.07	238.9%
01-380-000-010	Insurance Reimbursement	147.50	3,000.00	(2,852.50)	4.9%
01-392-000-008	Municipal Authority Reimbursement	127,234.45	234,219.00	(106,984.55)	54.3%
01-392-000-020	Transfer from Capital Fund	-	-	-	#DIV/0!
01-392-000-030	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
01-395-000-000	Refund of Prior Year Expenses	495.00	-	495.00	#DIV/0!
<b>Total Revenue</b>		<b>4,797,995.46</b>	<b>7,038,662.00</b>	<b>(2,240,666.54)</b>	<b>68.2%</b>

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>GENERAL GOVERNMENT</b>					
01-400-000-113	Supervisors Wages	3,125.00	5,000.00	(1,875.00)	62.5%
01-400-000-150	Payroll Tax Expense	239.06	383.00	(143.94)	62.4%
01-400-000-320	Telephone	1,096.32	2,000.00	(903.68)	54.8%
01-400-000-340	Public Relations	241.50	6,500.00	(6,258.50)	3.7%
01-400-000-341	Advertising	2,303.32	7,500.00	(5,196.68)	30.7%
01-400-000-342	Printing	3,452.86	1,000.00	2,452.86	345.3%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,636.00	4,255.00	(1,619.00)	62.0%
01-400-000-352	Insurance-Liability	12,869.88	15,569.00	(2,699.12)	82.7%
01-400-000-420	Dues/Subscriptions/Memberships	1,079.99	2,769.00	(1,689.01)	39.0%
01-400-000-460	Meeting & Conferences	4,754.92	6,000.00	(1,245.08)	79.2%
01-400-000-461	Bank Fees	7,057.29	9,000.00	(1,942.71)	78.4%
01-400-000-463	Misc expenses	39,040.37	2,000.00	37,040.37	1952.0%
		77,896.51	63,976.00	13,920.51	121.8%
<b>EXECUTIVE</b>					
01-401-000-100	Administration Wages	294,280.78	461,785.00	(167,504.22)	63.7%
01-401-000-150	Payroll Tax Expense	21,622.65	35,327.00	(13,704.35)	61.2%
01-401-000-151	PSATS Unemployment Compensation	551.47	567.00	(15.53)	97.3%
01-401-000-156	Employee Benefit Expense	60,611.31	127,351.00	(66,739.69)	47.6%
01-401-000-157	ACA Fees	-	243.00	(243.00)	0.0%
01-401-000-160	Non-Uniform Pension	20,553.00	41,078.00	(20,525.00)	50.0%
01-401-000-174	Tuition Reimbursements	-	4,000.00	(4,000.00)	0.0%
01-401-000-181	Longevity Pay	2,100.00	5,700.00	(3,600.00)	36.8%
01-401-000-183	Overtime Wages	4,278.24	5,000.00	(721.76)	85.6%
01-401-000-200	Supplies	7,624.25	15,000.00	(7,375.75)	50.8%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	3,078.70	4,500.00	(1,421.30)	68.4%
01-401-000-230	Gasoline & Oil	1,111.51	2,200.00	(1,088.49)	50.5%
01-401-000-235	Vehicle Maintenance	403.06	500.00	(96.94)	80.6%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	3,810.54	10,000.00	(6,189.46)	38.1%
01-401-000-317	Parking/Travel	733.07	1,200.00	(466.93)	61.1%
01-401-000-322	Ipad Expenses	331.52	600.00	(268.48)	55.3%
01-401-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-400-000-353	Insurance-Vehicle	135.63	186.00	(50.37)	72.9%
01-401-000-354	Insurance-Workers Compensation	1,304.12	1,736.00	(431.88)	75.1%
01-401-000-420	Dues/Subscriptions/Memberships	8,386.76	3,901.00	4,485.76	215.0%
01-401-000-450	Contracted Services	11,230.16	7,410.00	3,820.16	151.6%
		442,146.77	730,484.00	(288,337.23)	60.5%
<b>AUDIT</b>					
01-402-000-450	Contracted Services	32,500.00	27,100.00	5,400.00	119.9%
		32,500.00	27,100.00	5,400.00	119.9%
<b>TAX COLLECTION</b>					
01-403-000-100	Tax Collector Wages	12,423.09	19,000.00	(6,576.91)	65.4%
01-403-000-150	Payroll Tax Expense	894.56	1,454.00	(559.44)	61.5%
01-403-000-200	Supplies	117.99	500.00	(382.01)	23.6%
01-403-000-215	Postage	1,591.14	2,000.00	(408.86)	79.6%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	3,395.34	3,000.00	395.34	113.2%
		18,422.12	26,554.00	(8,131.88)	69.4%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>LEGAL</b>					
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	7,146.18	9,500.00	(2,353.82)	75.2%
01-404-000-311	Non Reimbursable Legal	15,292.55	30,000.00	(14,707.45)	51.0%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		22,438.73	45,000.00	(22,561.27)	49.9%
<b>COMPUTER</b>					
01-407-000-200	Supplies	21.19	2,000.00	(1,978.81)	1.1%
01-407-000-220	Software	9,152.90	4,000.00	5,152.90	228.8%
01-407-000-222	Hardware	1,455.00	7,000.00	(5,545.00)	20.8%
01-407-000-240	Web Page	-	6,900.00	(6,900.00)	0.0%
01-407-000-450	Contracted Services	58,605.34	73,070.00	(14,464.66)	80.2%
		69,234.43	92,970.00	(23,735.57)	74.5%
<b>ENGINEERING</b>					
01-408-000-305	Reimbursable Conditional Use	7,603.56	25,000.00	(17,396.44)	30.4%
01-408-000-310	Reimbursable Engineering	16,227.93	75,000.00	(58,772.07)	21.6%
01-408-000-311	Traffic Engineering	21,873.00	25,000.00	(3,127.00)	87.5%
01-408-000-313	Non Reimbursable Engineering	42,911.04	20,000.00	22,911.04	214.6%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	11,391.65	10,000.00	1,391.65	113.9%
01-408-000-368	MS4 Expenses	-	-	-	#DIV/0!
01-408-000-369	Reimbursable Traffic Signals	2,690.00	-	2,690.00	#DIV/0!
01-408-000-370	Reimbursable Advertising	288.64	-	288.64	#DIV/0!
		102,985.82	159,500.00	(56,514.18)	64.6%
<b>TOWNSHIP PROPERTIES</b>					
<i><u>Public Works Building</u></i>					
01-409-001-200	Supplies	205.03	1,000.00	(794.97)	20.5%
01-409-001-231	Propane & heating - PW bldg	15,527.00	13,000.00	2,527.00	119.4%
01-409-001-250	Maint & Repair	6,426.64	16,150.00	(9,723.36)	39.8%
01-409-001-320	Telephone	3,052.08	1,700.00	1,352.08	179.5%
01-409-001-351	Insurance - property	5,018.50	6,893.00	(1,874.50)	72.8%
01-409-001-360	Utilities	4,123.97	12,000.00	(7,876.03)	34.4%
01-409-001-450	Contracted Services	4,649.86	4,370.00	279.86	106.4%
<i><u>Township Building</u></i>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	701.32	2,000.00	(1,298.68)	35.1%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	976.45	8,000.00	(7,023.55)	12.2%
01-409-003-320	Telephone	5,992.74	7,000.00	(1,007.26)	85.6%
01-409-003-351	Insurance Property	5,018.50	6,893.00	(1,874.50)	72.8%
01-409-003-360	Utilities	12,262.15	15,000.00	(2,737.85)	81.7%
01-409-003-450	Contracted Services	11,706.37	25,000.00	(13,293.63)	46.8%
<i><u>Milford Road</u></i>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	571.25	1,500.00	(928.75)	38.1%
01-409-004-250	Maintenance & Repairs	-	3,000.00	(3,000.00)	0.0%
01-409-004-320	Telephone	1,725.32	1,600.00	125.32	107.8%
01-409-004-351	Insurance - property	1,003.70	1,379.00	(375.30)	72.8%
01-409-004-360	Utilities	473.99	2,000.00	(1,526.01)	23.7%
01-409-004-450	Contracted Services	228.00	1,100.00	(872.00)	20.7%
		79,662.87	135,085.00	(55,422.13)	59.0%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>POLICE EXPENSES</b>					
01-410-000-100	Police Wages	782,761.66	1,169,409.00	(386,647.34)	66.9%
01-410-000-150	Payroll Tax Expense	59,354.45	89,460.00	(30,105.55)	66.3%
01-410-000-151	PSATS Unemployment Compensation	1,192.67	1,170.00	22.67	101.9%
01-410-000-156	Employee Benefit Expense	212,539.02	319,082.00	(106,542.98)	66.6%
01-410-000-158	Medical Expense Reimbursements	4,961.89	9,000.00	(4,038.11)	55.1%
01-410-000-160	Pension Expense	88,893.50	218,009.00	(129,115.50)	40.8%
01-410-000-174	Tuition Reimbursement	-	12,000.00	(12,000.00)	0.0%
01-410-000-181	Longevity Pay	5,000.00	19,400.00	(14,400.00)	25.8%
01-410-000-182	Education incentive	3,000.00	3,500.00	(500.00)	85.7%
01-410-000-183	Overtime Wages	23,616.14	42,000.00	(18,383.86)	56.2%
01-410-000-187	Courttime Wages	6,338.32	12,000.00	(5,661.68)	52.8%
01-410-000-191	Uniform/Boot Allowances	11,550.00	11,250.00	300.00	102.7%
01-410-000-200	Supplies	5,605.12	12,000.00	(6,394.88)	46.7%
01-410-000-215	Postage	-	750.00	(750.00)	0.0%
01-410-000-230	Gasoline & Oil	17,079.45	25,000.00	(7,920.55)	68.3%
01-410-000-235	Vehicle Maintenance	15,721.28	30,000.00	(14,278.72)	52.4%
01-410-000-238	Clothing/Uniforms	1,619.07	5,000.00	(3,380.93)	32.4%
01-410-000-250	Maintenance & Repairs	1,949.64	2,500.00	(550.36)	78.0%
01-410-000-260	Small Tools & Equipment	3,507.47	7,000.00	(3,492.53)	50.1%
01-410-000-311	Non-Reimbursable-Legal	-	3,000.00	(3,000.00)	0.0%
01-410-000-316	Training/Seminar	9,879.89	14,500.00	(4,620.11)	68.1%
01-410-000-317	Parking & travel	21.00	500.00	(479.00)	4.2%
01-410-000-320	Telephone	1,895.61	8,000.00	(6,104.39)	23.7%
01-410-000-322	Ipad Expense	261.54	600.00	(338.46)	43.6%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	5,059.76	10,000.00	(4,940.24)	50.6%
01-410-000-342	Police Accreditation	2,030.00	13,500.00	(11,470.00)	15.0%
01-410-000-352	Insurance - Liability	10,863.96	14,921.00	(4,057.04)	72.8%
01-410-000-353	Insurance - Vehicles	3,306.57	4,541.00	(1,234.43)	72.8%
01-410-000-354	Insurance - Workers Compensation	28,212.60	37,619.00	(9,406.40)	75.0%
01-410-000-420	Dues/Subscriptions/Memberships	116.31	750.00	(633.69)	15.5%
01-410-000-450	Contracted Services	12,385.07	17,200.00	(4,814.93)	72.0%
01-410-000-740	Computer/Furniture	1,735.24	4,000.00	(2,264.76)	43.4%
		1,320,457.23	2,118,661.00	(798,203.77)	62.3%
<b>FIRE/AMBULANCE</b>					
01-411-000-354	Insurance - Workers Compensation	12,607.27	28,000.00	(15,392.73)	45.0%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	41,712.00	60,000.00	(18,288.00)	69.5%
01-411-001-001	Ludwigs	37,080.00	74,160.00	(37,080.00)	50.0%
01-411-001-002	Lionville	39,595.92	74,282.00	(34,686.08)	53.3%
01-411-001-003	Lionville Capital	-	-	-	#DIV/0!
01-411-001-004	Glenmoore	4,274.50	8,549.00	(4,274.50)	50.0%
01-411-001-005	E. Brandywine	15,908.00	15,908.00	-	100.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	-	112,000.00	(112,000.00)	0.0%
		151,177.69	375,399.00	(224,221.31)	40.3%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>AMBULANCE</b>					
01-412-000-540	Uwchlan Ambulance	13,519.00	27,038.00	(13,519.00)	50.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		13,519.00	27,038.00	(13,519.00)	50.0%
<b>CODES ADMINISTRATION</b>					
01-413-000-100	Code Adminstrator Wages	156,154.44	236,017.00	(79,862.56)	66.2%
01-413-000-150	Payroll Tax Expenses	11,565.15	18,055.00	(6,489.85)	64.1%
01-413-000-151	PSATS Unemployment Compensation	270.00	270.00	-	100.0%
01-413-000-156	Employee Benefit Expense	48,881.26	73,618.00	(24,736.74)	66.4%
01-413-000-160	Pension	12,222.34	24,445.00	(12,222.66)	50.0%
01-413-000-181	Longevity Pay	4,950.00	6,900.00	(1,950.00)	71.7%
01-413-000-200	Supplies	384.82	1,000.00	(615.18)	38.5%
01-413-000-230	Gasoline & Oil	1,606.65	3,800.00	(2,193.35)	42.3%
01-413-000-235	Vehicle Maintenance	609.31	1,500.00	(890.69)	40.6%
01-413-000-316	Training/Seminar	1,434.20	3,000.00	(1,565.80)	47.8%
01-413-000-317	Parking/Travel	-	1,000.00	(1,000.00)	0.0%
01-413-000-320	Telephone	1,019.53	2,000.00	(980.47)	51.0%
01-413-000-322	Ipad Expense	261.54	600.00	(338.46)	43.6%
01-413-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-413-000-353	Insurance - Vehicle	271.26	373.00	(101.74)	72.7%
01-413-000-354	Insurance - Workers Compensation	1,302.12	1,736.00	(433.88)	75.0%
01-413-000-420	Dues/Subscriptions/Memberships	2,071.50	7,000.00	(4,928.50)	29.6%
01-413-000-450	Contracted Services	5,939.94	53,760.00	(47,820.06)	11.0%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		248,944.06	435,074.00	(186,129.94)	57.2%
<b>PLANNING &amp; ZONING</b>					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	205.00	1,500.00	(1,295.00)	13.7%
01-414-001-315	Legal Fees	-	3,000.00	(3,000.00)	0.0%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	-	3,000.00	(3,000.00)	0.0%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	717.14	500.00	217.14	143.4%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		922.14	11,500.00	(10,577.86)	8.0%
<b>VILLAGE CONCEPT</b>					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
<b>ZONING</b>					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	296.50	2,000.00	(1,703.50)	14.8%
01-414-003-315	Legal Fees	345.82	6,000.00	(5,654.18)	5.8%
01-414-003-366	Ordinance Update	-	-	-	#DIV/0!
01-414-003-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		642.32	9,800.00	(9,157.68)	6.6%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>EMERGENCY OPERATIONS</b>					
01-415-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	261.24	1,200.00	(938.76)	21.8%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	1,189.41	1,200.00	(10.59)	99.1%
01-415-000-330	Other Services/Charges	240.00	500.00	(260.00)	48.0%
01-415-000-420	Dues/subscriptions/memberships	-	50.00	(50.00)	0.0%
01-415-000-450	Contracted Services	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		1,690.65	7,850.00	(6,159.35)	21.5%
<b>ANIMAL CONTROL/OTHER</b>					
01-422-000-530	Contributions - SPCA	2,157.85	4,244.00	(2,086.15)	50.8%
01-422-000-601	Contributions - DARC	15,987.00	15,987.00	-	100.0%
	Downington Senior Center	-	2,000.00		
		18,144.85	22,231.00	(2,086.15)	81.6%
<b>SIGNS</b>					
01-433-000-200	Supplies	2,142.58	5,000.00	(2,857.42)	42.9%
01-433-000-450	Contracted Services	210.00	1,000.00	(790.00)	21.0%
		2,352.58	6,000.00	(3,647.42)	39.2%
<b>SIGNALS</b>					
01-434-000-450	Contracted Services	27,979.70	183,300.00	(155,320.30)	15.3%
		27,979.70	183,300.00	(155,320.30)	15.3%
<b>PUBLIC WORKS</b>					
01-438-000-100	Public Works Wages	215,654.32	337,247.00	(121,592.68)	63.9%
01-438-000-101	Employee cost allocated	-	-	-	#DIV/0!
01-438-000-150	Payroll Tax Expense	16,581.05	25,799.00	(9,217.95)	64.3%
01-438-000-151	PSATS Unemployment Compensation	620.31	646.00	(25.69)	96.0%
01-438-000-156	Employee Benefit Expense	95,254.58	133,912.00	(38,657.42)	71.1%
01-438-000-160	Pension	14,286.90	30,424.00	(16,137.10)	47.0%
01-438-000-181	Longevity	2,850.00	7,050.00	(4,200.00)	40.4%
01-438-000-183	Overtime Wages	10,953.95	19,100.00	(8,146.05)	57.4%
01-438-000-200	Supplies	36,075.14	49,600.00	(13,524.86)	72.7%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	29,669.02	29,100.00	569.02	102.0%
01-438-000-235	Vehicle Maintenance	3,035.07	13,400.00	(10,364.93)	22.6%
01-438-000-238	Uniforms	3,020.24	3,050.00	(29.76)	99.0%
01-438-000-245	Highway Supplies	2,718.68	10,200.00	(7,481.32)	26.7%
01-438-000-260	Small Tools & Equipment	6,799.98	12,750.00	(5,950.02)	53.3%
01-438-000-316	Training/Seminar	3,960.08	4,575.00	(614.92)	86.6%
01-438-000-317	Parking & travel	477.80	600.00	(122.20)	79.6%
01-438-000-320	Telephone	1,595.60	3,000.00	(1,404.40)	53.2%
01-438-000-322	Ipad Expense	331.66	1,200.00	(868.34)	27.6%
01-438-000-341	Advertising	3,018.76	-	3,018.76	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-438-000-353	Vehicle Insurance	3,816.79	5,242.00	(1,425.21)	72.8%
01-438-000-354	Insurance - Workers Compensation	6,944.64	8,958.00	(2,013.36)	77.5%
01-438-000-360	Heating Oil	-	-	-	#DIV/0!
01-438-000-420	Dues and Subscriptions	665.00	400.00	265.00	166.3%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD	2018	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-438-000-450	Contracted Services	24,215.47	54,880.00	(30,664.53)	44.1%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	244,222.00	(244,222.00)	0.0%
		482,545.04	1,000,855.00	(518,309.96)	48.2%
<b><u>Public Works - Facilities Division</u></b>					
01-438-001-100	Wages	104,606.09	185,694.00	(81,087.91)	56.3%
01-438-001-101	Employee Costs Allocated	(83,356.65)	(183,815.00)	100,458.35	45.3%
01-438-001-150	Payroll Tax Expense	8,062.97	14,206.00	(6,143.03)	56.8%
01-438-001-151	PSATS Unemployment Compensation	454.01	630.00	(175.99)	72.1%
01-438-001-156	Employee Benefit Expense	38,792.87	50,721.00	(11,928.13)	76.5%
01-438-001-160	Pension Expense	5,234.76	8,646.00	(3,411.24)	60.5%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	1,650.00	1,650.00	-	100.0%
01-438-001-183	Overtime Wages	4,787.96	8,000.00	(3,212.04)	59.8%
01-438-001-230	Gasoline & Oil	3,887.01	1,000.00	2,887.01	388.7%
01-438-001-235	Vehicle Maintenance	-	4,500.00	(4,500.00)	0.0%
01-438-001-238	Uniforms	-	900.00	(900.00)	0.0%
01-438-001-316	Training & Seminars	271.37	3,600.00	(3,328.63)	7.5%
01-438-001-352	Insurance - Liability	-	-	-	#DIV/0!
01-438-001-353	Insurance - Vehicles	1,227.05	1,685.00	(457.95)	72.8%
01-438-001-354	Insurance - Workers Compensation	3,472.32	4,934.00	(1,461.68)	70.4%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		89,089.76	102,351.00	(13,261.24)	87.0%
<b>ROAD CONSTRUCTION</b>					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>PARK &amp; RECREATION</b>					
<i>Parks - General</i>					
01-454-000-150	Scholarships for Youth Groups	2,000.00	-	2,000.00	#DIV/0!
01-454-001-101	Park wages allocation	83,356.65	183,815.00	(100,458.35)	45.3%
01-454-001-200	Supplies	8,573.01	8,000.00	573.01	107.2%
01-454-001-201	Park & Rec Special Events	81.28	5,000.00	(4,918.72)	1.6%
01-454-001-202	Community Day	28,411.70	26,000.00	2,411.70	109.3%
01-454-001-230	Gasoline & Oil	388.05	-	388.05	#DIV/0!
01-454-001-235	Vehicle Maintenance	2,992.26	2,500.00	492.26	119.7%
01-454-001-250	Maintenance & Repairs	332.46	500.00	(167.54)	66.5%
01-454-001-260	Small Tools & Equipment	114.99	2,700.00	(2,585.01)	4.3%
01-454-001-316	Training/Seminars	-	5,000.00	(5,000.00)	0.0%
01-454-001-340	Public Relations	1,431.87	-	1,431.87	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	2,170.20	2,894.00	(723.80)	75.0%
01-454-001-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	376.20	500.00	(123.80)	75.2%
		130,228.67	236,909.00	(106,680.33)	55.0%
<b>HICKORY PARK</b>					
01-454-002-200	Supplies-Hickory	2,314.88	2,500.00	(185.12)	92.6%
01-454-002-231	Propane	-	2,000.00	(2,000.00)	0.0%
01-454-002-250	Maintenance & Repairs	2,414.06	7,000.00	(4,585.94)	34.5%
01-454-002-351	Insurance-Property	2,007.40	2,757.00	(749.60)	72.8%
01-454-002-360	Utilities	1,846.96	5,000.00	(3,153.04)	36.9%
01-454-002-450	Contracted Services	10,729.00	20,000.00	(9,271.00)	53.6%
		19,312.30	39,257.00	(19,944.70)	49.2%

**Upper Uwchlan Township  
General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>FELLOWSHIP FIELDS</b>					
01-454-003-200	Supplies	4,669.24	1,000.00	3,669.24	466.9%
01-454-003-250	Maintenance & Repairs	6,081.56	10,000.00	(3,918.44)	60.8%
01-454-003-312	Engineering Fees	-	2,000.00	(2,000.00)	0.0%
01-454-003-320	Telephone	1,000.09	2,500.00	(1,499.91)	40.0%
01-454-003-351	Insurance Property	4,014.80	5,514.00	(1,499.20)	72.8%
01-454-003-360	Utilities	6,841.51	12,000.00	(5,158.49)	57.0%
01-454-003-450	Contracted Services	6,590.05	16,000.00	(9,409.95)	41.2%
		29,197.25	49,014.00	(19,816.75)	59.6%
<b>LARKINS FIELD</b>					
01-454-004-200	Supplies-Larkins	343.89	1,000.00	(656.11)	34.4%
01-454-004-250	Maintenance & Repair	-	5,000.00	(5,000.00)	0.0%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	1,480.00	3,000.00	(1,520.00)	49.3%
		1,823.89	9,000.00	(7,176.11)	20.3%
<b>UPLAND FARMS</b>					
01-454-005-200	Supplies	2,560.99	5,000.00	(2,439.01)	51.2%
01-454-005-231	Propane & Heating Oil	90.00	4,500.00	(4,410.00)	2.0%
01-454-005-250	Repairs & Maintenance	3,122.12	10,000.00	(6,877.88)	31.2%
01-454-005-351	Insurance - Building	3,011.10	4,136.00	(1,124.90)	72.8%
01-454-005-360	Utilities	1,023.21	4,000.00	(2,976.79)	25.6%
01-454-005-450	Contracted Services	2,108.33	5,000.00	(2,891.67)	42.2%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		11,915.75	32,636.00	(20,720.25)	36.5%
<b>Total Parks and Recreation</b>		<b>192,477.86</b>	<b>366,816.00</b>	<b>(174,338.14)</b>	<b>52.5%</b>
<b>LIBRARY</b>					
01-456-000-530	Contributions	-	5,000.00	(5,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
<b>HISTORICAL COMMISSIONS</b>					
01-459-000-200	Supplies	1,040.05	1,000.00	40.05	104.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	220.00	500.00	(280.00)	44.0%
		1,260.05	2,500.00	(1,239.95)	50.4%
<b>Total Expenditures Before Operating Transfers</b>		<b>3,396,490.18</b>	<b>5,956,044.00</b>	<b>(2,557,553.82)</b>	<b>57.0%</b>
<b>Excess of Revenues over Expenses Before Operating Transfers</b>		<b>1,401,505.28</b>	<b>1,082,618.00</b>	<b>316,887.28</b>	<b>129.5%</b>

**Upper Uwchlan Township  
General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended August 31, 2018**

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
<b>OPERATING TRANSFERS</b>					
01-492-000-030	Transfer to Capital Projects Fund	200,000.00	600,000.00	(400,000.00)	33.3%
01-492-000-031	Transfer to Solid Waste Fund	-	-	-	#DIV/0!
01-492-000-033	Transfer to Developer's Escrow Fund	-	-	-	#DIV/0!
01-492-000-034	Transfer to Act 209 Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Municipal Authority	-	-	-	#DIV/0!
01-492-000-036	Transfer to Water Resource Protection Fund	-	250,000.00	(250,000.00)	0.0%
		200,000.00	850,000.00	(650,000.00)	23.5%
<b>Total Expenditures after Operating Transfers</b>		<b>3,596,490.18</b>	<b>6,806,044.00</b>	<b>(3,207,553.82)</b>	<b>52.8%</b>
<hr/>					
<b>EXCESS OF REVENUES OVER EXPENSES</b>		<b>1,201,505.28</b>	<b>232,618.00</b>	<b>966,887.28</b>	<b>516.5%</b>



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** Board of Supervisors

**FROM:** Jill Bukata  
Township Treasurer

**RE:** Budgeted Fund Transfers

**DATE:** September 17, 2018

---

The 2018 Budget includes several planned transfers from the General Fund and the Solid Waste Fund to the Capital Fund and Water Protection Fund. There is no specific time established in our Budget for these transfers to occur; however they should be completed by the end of the third quarter (3Q) to allow for easier comparison of budgeted vs. actual expenditures during the 2019 Budget review process.

The following table shows the amounts budgeted vs. the amounts already transferred and the amount remaining for 2018 by Fund:

Transfer from Fund	Transfer To Fund	Budgeted Amount	Amount Previously Transferred	Transfer Amount Requested
General Fund	Capital Fund	\$600,000	\$200,000	\$400,000
General Fund	Water Resource Protection Fund	\$250,000	-	\$100,000
Solid Waste	Capital Fund	\$375,000	-	\$375,000

The total amount to be transferred from the General Fund to the Capital Fund and Water Resource Protection Funds is \$500,000. The General Fund has a current bank account and fund balance of \$4,738,086 and \$5,134,107, respectfully. The Solid Waste Fund has a bank account and fund balance of \$873,335 and \$924,081, respectfully.

**I respectfully request the Board to authorize transferring \$500,000 from the General Fund to the Capital Fund and the Water Resource Protection Fund as outlined above. I also respectfully request the Board to authorize transferring \$375,000 from the Solid Waste Fund to the Capital Fund in accordance with the 2018 Budget.**



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF THE GOVERNOR  
HARRISBURG

THE GOVERNOR

August 2, 2018

Mr. Byron D. Nickerson  
Emergency Management Coordinator  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, Pennsylvania 19425

Dear Mr. Nickerson:

Based on the recommendation of your municipal officials, it is my great pleasure to appoint you to serve as the Emergency Management Coordinator for Upper Uwchlan Township.

Unfortunately, disasters do occur in Pennsylvania. Many communities are vulnerable to severe weather conditions, as well as transportation and industrial accidents that could impact residents. As one of the most flood prone states in the nation, it is important that we work together to reduce the community impact of flooding to the degree possible. We must also work with community leaders to ensure that responsible land use decisions respect the potential for disasters; with residents to ensure that property is protected through adequate insurance; and with emergency responders to ensure that they are equipped and trained for conditions which may test their resources and capabilities.

As emergency management coordinator, you will be responsible for the development and administration of your community's emergency preparedness program. This includes developing emergency plans and procedures to coordinate emergency service response when disasters do occur. You will also serve as your municipal representative working with the Chester County Emergency Management staff, as well as the Pennsylvania Emergency Management Agency (PEMA). In order to better understand and prepare for your new responsibilities, I urge you to take full advantage of the numerous training opportunities and other forms of assistance available through PEMA and your county program.

Richard D. Flinn, Jr., Director of PEMA, joins me in extending our congratulations on your appointment. We also thank you for your interest in serving your community.

Therefore, pursuant to provisions of the Pennsylvania Emergency Management Services Code, 35 Pa. C. S. Section 7101 et seq., and in accordance with the recommendations received, I hereby appoint you Coordinator of Emergency Management for the Township of Upper Uwchlan. This is effective immediately and you will serve until a successor is named.

Sincerely,

The signature of Tom Wolf, Governor of Pennsylvania, written in cursive ink.  
TOM WOLF  
Governor



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

---

***ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP***

---

**Date:** September 13, 2018

**To:** Cary B. Vargo - Township Manager  
Board of Supervisors

**From:** David Leh, P.E.

---

The following is an overview of engineering activities for the previous month:

**Eagleview Lot 1B** – Hankin has submitted a Preliminary / Final Land Development Plan for this project which will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting.

**Eagleview Lot 1C** – Hankin has submitted a Final Land Development Plan for this project which will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting.

**Marsh Lea** – We have received Escrow Release # 7 for this project and have provided a recommendation for the release under separate cover.

**Byers Station (Lot 6C)- Vantage Point** - The Applicant has submitted a revised plan to address the consultant's comments. The revised plan will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting and a hearing for the modification is scheduled for October 15<sup>th</sup>.

**Township Building Expansion Project** – We have commenced a topographic survey of the Township Building property in preparation for the design of stormwater management, and completion of the required permitting with Pa-DEP.

**General:**

Meetings / Correspondence with staff regarding various matters.



---

## **DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP**

---

**Date:** September 13, 2018

**To:** Board of Supervisors

**From:** David Leh, P.E.

---

**270-290 Park Road (Townes at Chester Springs)** - This is a 40-unit multiple-family townhouse community along Park Road just north of Windsor Baptist Church. Toll Brothers is developing the property. Construction continues and we have received 5 building permit applications (20 total units) to date.

**American Tower (780 Dorlan Mills Road)** – The Applicant submitted a conditional use application for a proposed cell tower on this property. A Conditional Use was granted by the Board of Supervisors at their July 20<sup>th</sup>, 2015 meeting. Zoning relief was also required and granted. No further activity has occurred.

**Byers Station (Lot 5C)- [Residential]** - Construction continues on the residential portion of the development and we have received our first 3 building permit applications. In addition, Toll has submitted a plan which will basically eliminate the lot lines for the individual units. The revised plan will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting and a hearing for the modification will be held by the Board on October 9<sup>th</sup>.

**Byers Station (Lot 5C)- [Commercial]** - An amended land development plan has been submitted for the commercial portion of the site and a recommendation for approval was made by the Planning Commission at their June 14<sup>th</sup> Meeting. The applicant has since submitted a revised plan to address the consultant's outstanding comments.

**Byers Station (Lot 6C)- Vantage Point** – A Preliminary Land Development Application has been submitted for this site. The Applicant is proposing to construct a 36,171 SF, 3 story retirement facility. The plan was reviewed by the Planning Commission at their May 10<sup>th</sup> meeting; no action was taken. A staff meeting was held on July 31<sup>st</sup> to discuss various comments in the consultants letters. The Applicant has now submitted a revised plan to address the consultant's comments. The revised plan will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting and a hearing for the modification is scheduled for October 15<sup>th</sup>.

File No. 18-01080T  
September 13, 2018

**Eagleview Lot 1B-** A revised Preliminary / Final Land Development Plan has been received for a maintenance facility on the site. The plan has been revised to reduce the proposed site disturbance. The plan has been reviewed by the consultants and will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting.

**Eagleview Lot 1C-** This project proposes a 113,000 SF Flex Office building. The proposed building and amenities appear to be similar to the adjacent office buildings located along Sierra Drive. The Board granted Preliminary Land Development Approval at their May 21<sup>st</sup> meeting. Hankin has now submitted a Final Land Development Plan which will be reviewed by the Planning Commission at their September 13<sup>th</sup> meeting.

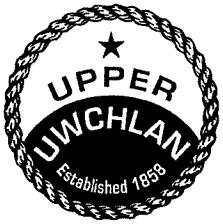
**Fetters Property (McKee Group)** - A conditional use was approved on January 17<sup>th</sup>, 2017 for an active-adult 55-year old and over community consisting of 116 single-family detached dwellings, 154 twin units, 105 triplex units, and associated amenities. The Board granted Final Plan Approval at their October 16<sup>th</sup>, 2017 meeting. No further activity has occurred.

**Jankowski Tract**- Conditional Use Approval for this 55-lot, single family home community was granted by the Board at their December 18<sup>th</sup>, 2017 meeting. A land development plan was previously submitted and the Planning Commission recommended Preliminary / Final Approval at their March 8<sup>th</sup> meeting. The Applicant has submitted a revised plan which has been reviewed by the Township Consultants. The plan may be before the Board at your September 17<sup>th</sup> meeting contingent upon approval of subdivision plans which are currently pending in West Vincent Township. (The Parcels are bisected by the Township Line)

**J-Tech (112 Oscar Way)** – A Preliminary / Final Land Development application has been submitted to construct an 8,845 square foot building addition to an existing building. The building is intended to be used solely for storage of Materials for the owners existing business.(J-Tech) The Board granted Preliminary / Final Land Development Approval at their June 18<sup>th</sup> meeting.

**Marsh Lea** – The Board granted Preliminary / Final Plan Approval to this 27-lot, single-family home community at their May 15<sup>th</sup>, 2017 meeting. Construction continues and the roadway has been constructed and paved. In addition, we have received grading plans for 5 proposed homes.

**Reserve at Chester Springs (Frame Property)** – Home construction continues at a very brisk pace in the development. Building Permits for 62 of the 63 homes have been applied for.



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** The Board of Supervisors

**FROM:** Kathi McGrath  
Administrative Assistant

**RE:** Codes Department Activity Report

**DATE:** September 12, 2018

*Kathi McGrath*

---

Attached, please find the Codes Department Activity Report for the month of August, 2018.

Attachments:  
Activity Report

/km

UPPER UWCHLAN TOWNSHIP  
Permit Analysis  
2015-2018

	2015				2016				2017				2018			
	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees
Jan	58	\$10,390.32	58	\$10,390.32	33	\$19,195.00	33	\$19,195.00	36	\$ 27,889.54	36	\$ 27,889.54	46	\$ 37,719.22	46	\$ 37,719.22
Feb	34	\$ 4,098.54	92	\$ 14,488.86	38	\$ 31,184.74	71	\$ 50,379.74	30	\$ 6,209.00	66	\$ 34,098.54	43	\$ 40,684.68	89	\$ 78,406.90
Mar	59	\$ 9,560.34	151	\$ 24,049.20	38	\$ 9,003.50	109	\$ 59,383.24	62	\$ 61,429.00	128	\$ 95,527.54	43	\$ 36,969.50	132	\$ 115,376.40
Apr	135	\$ 15,230.00	286	\$ 39,279.20	64	\$ 88,297.00	173	\$ 147,680.24	61	\$ 30,429.00	189	\$ 125,956.54	56	\$ 45,204.94	188	\$ 160,581.34
May	119	\$ 33,693.18	405	\$ 72,972.38	125	\$ 14,112.00	298	\$ 161,792.24	61	\$ 13,118.56	250	\$ 139,075.10	70	\$ 39,985.36	258	\$ 200,566.70
Jun	154	\$ 21,139.54	559	\$ 94,111.92	109	\$ 9,919.12	407	\$ 171,711.36	117	\$ 107,225.16	367	\$ 246,300.26	59	\$ 39,179.50	317	\$ 239,746.20
Jul	98	\$ 11,329.56	657	\$ 105,448.48	55	\$ 8,120.56	462	\$ 179,831.92	78	\$ 60,308.00	445	\$ 306,608.26	67	\$ 16,422.42	384	\$ 256,168.62
Aug	66	\$ 9,531.00	723	\$ 114,979.48	83	\$ 50,103.08	545	\$ 229,935.00	90	\$ 9,532.32	535	\$ 316,140.58	55	\$ 34,126.38	439	\$ 290,295.00
Sept	41	\$ 6,911.88	764	\$ 121,891.36	57	\$ 8,844.90	602	\$ 238,779.90	86	\$ 29,485.94	621	\$ 345,626.52				
Oct	72	\$ 12,443.02	836	\$ 134,334.38	64	\$ 8,144.42	666	\$ 246,923.42	101	\$ 69,748.73	722	\$ 415,375.25				
Nov	38	\$ 102,941.80	874	\$ 237,276.78	71	\$ 13,717.44	737	\$ 260,640.86	58	\$ 29,023.10	780	\$ 415,404.48				
Dec	51	\$ 6,235.24	925	\$ 243,512.02	42	\$ 9,929.00	779	\$ 270,569.86	28	\$ 17,392.92	808	\$ 432,797.40				



## AUGUST/SEPTEMBER 2018 REPORT

### UPPER UWCHLAN TOWNSHIP PUBLIC WORKS DEPARTMENT

**The following projects were underway since we last met:**

**Ongoing:**

- Aside from regular routine maintenance, the following work orders were submitted last month.

Tracking of work orders through Munilogic: 208 Submitted – All Completed

- Municipal Authority
  - 1 Work new orders submitted
  - 1 Completed
- PA 1-calls
  - 137 Work orders submitted
  - 137 Completed
- Public Works
  - 35 Work orders submitted
  - 35 Completed
- Parks
  - 7 Work orders submitted
  - 7 Completed
- Solid Waste
  - 28 Work orders submitted
  - 28 Completed
- Cleared out storm pipes at Greenridge, Krauser, Fellowship, and Moore Roads after storms.
- Markout for resurfacing contractor

- Obtained riser rings for manholes on roads to be resurfaced
- Repaired Fellowship Field's lower parking lot lights
- Worked with AQUA for their repair of St Andrews Rd and pipe
- Parks and facility checks after storms
- Repaired Fellowship Field surfaces with topsoil, seed, and straw. Then rolled solid with roller for safety.
- Installed GPS system on the PW trucks
- Responded to a mast arm hit-and-run at Route 100 and Fellowship Rd
- Base repairs were done on Pennsylvania Dr
- Roadside mowing as time allowed
- Responded to another mast pole hit at Route 100 and Byers Rd. This one we have the drivers information and insurance
- Hauled more dirt for use as backfill at Public Works new structure site
- Called in for tree down on Yarmouth Lane
- Set up Variable Message Boards for Country Concert awareness
- Installed 300 No Parking signs for Country Concert at Ludwigs Corner
- Worked on repairing of potholes at various locations
- Inlet cleaning of various inlets throughout the Township with vacuum truck
- Spot swept roads with vacuum truck
- Tree trimming was done on various Township roads for overgrowth into roads
- Worked on Police cars for minor issues and monthly services
- Toter swaps and deliveries were done as requested.
- Preventive maintenance, repairs, and Pa State Inspections continue on all Township owned vehicles and equipment.

- Installed more retaining blocks for the wall at the PW Garage as time and weather allowed.
- Minor maintenance issues were handled at the Township Buildings.
- Trimmed trees around signals

**Bids:**

- Snow Removal Contractors

**Road Dedication:**

- None

**Workforce**

- All current employees are working well and there are no issues to report.

Respectfully submitted,  
Michael G. Heckman  
Director of Public Works  
Upper Uwchlan Township



September 12, 2018

File No. 03-0545T

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

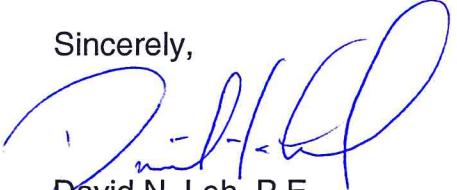
Reference: Marsh Lea Subdivision  
Escrow Release Request # 7

Dear Cary:

Gilmore & Associates, Inc. has reviewed Moser Builders September 5, 2018 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$187,374.90**. Following this release, there will be \$346,892.88 remaining in escrow.

Also enclosed is one (1) copy of the Escrow Status Report summary spreadsheet for this project for the Board's review and consideration. If you have any questions, please do not hesitate to contact me.

Sincerely,



David N. Leh, P.E.

Municipal Services Manager  
Gilmore & Associates, Inc.

Attachment- Escrow Spreadsheet

cc: T.R. Moser Land Developers, LP, Applicant (Via e-mail only)  
Shawn Fahr – Gilmore & Associates Inc. (Via e-mail only)

ESCROW STATUS REPORT												GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426			
PROJECT NAME: MARSH LEA SUBDIVISION				SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE: \$ 9,000.00							
PROJECT NUMBER:					TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 15,614.58						
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.				TOWNSHIP SECURITY (10%) = \$ 139,762.68				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 15,614.58						
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP				CONSTRUCTION INSPECTION \$ 132,573.68				AMOUNT OF CURRENT TOTAL RELEASE: \$ 40,229.15						
ESCROW AGENT:					GRAND TOTAL ESCROWED = \$ 1,669,963.10				TOTAL OF CONST. RELEASES TO DATE: \$ 1,323,070.22						
TYPE OF SECURITY:					RELEASE NO.: 7				CONSTRUCTION ESCROW REMAINING: \$ 295,068.25						
AGREEMENT DATE:					REQUEST DATE: September 5, 2018				TOWNSHIP SECURITY REMAINING: \$ 29,506.82						
									CONSTRUCTION INSPECTION REMAINING: \$ 22,317.82						
									TOTAL ESCROW REMAINING: \$ 346,892.88						
79%															
ESCROW TABULATION					CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
<b>A. CLEARING &amp; GRUBBING</b>															
1. CLEARING AND GRUBBING	LS	1	\$ 6,500.00	\$ 6,500.00		\$ -	1	\$ 6,500.00	0	\$ -					100%
SUBTOTAL ITEM A				\$ 6,500.00		\$ -		\$ 6,500.00		\$ -					100%
<b>B. E&amp;S CONTROL</b>															
1. CONSTRUCTION ENTRANCE	EA	2	\$ 2,500.00	\$ 5,000.00		\$ -	2	\$ 5,000.00	0	\$ -					100%
2. ORANGE CONSTRUCTION FENCE	LF	9,700	\$ 1.50	\$ 14,550.00		\$ -	9,700	\$ 14,550.00	0	\$ -					100%
3. 12" SILT SOCK	LF	1,620	\$ 3.50	\$ 5,670.00		\$ -	637	\$ 2,229.50	983	\$ 3,440.50					39%
4. 18" SILT SOCK	LF	1,750	\$ 5.00	\$ 8,750.00		\$ -	1,148	\$ 5,740.00	602	\$ 3,010.00					66%
5. 24" SILT SOCK	LF	6,265	\$ 8.50	\$ 53,252.50		\$ -	5,552	\$ 47,192.00	713	\$ 6,060.50					89%
6. 32" SILT SOCK	LF	2,975	\$ 12.00	\$ 35,700.00		\$ -	1,067	\$ 12,804.00	1,908	\$ 22,896.00					36%
7. EROSION CONTROL MATTING	SF	9,900	\$ 0.25	\$ 2,475.00		\$ -	9,900	\$ 2,475.00	0	\$ -					100%
8. INLET PROTECTION	EA	29	\$ 115.00	\$ 3,335.00		\$ -	29	\$ 3,335.00	0	\$ -					100%
9. SEDIMENT TRAP OUTLET PIPE W/ TEMP RISER	EA	1	\$ 9,750.00	\$ 9,750.00		\$ -	1	\$ 9,750.00	0	\$ -					100%
10. TEMPORARY DIVERSION SWALE	LF	1,236	\$ 5.75	\$ 7,107.00		\$ -	1,236	\$ 7,107.00	0	\$ -					100%
11. 18" SILT FENCE	LF	1,000	\$ 1.50	\$ 1,500.00		\$ -	1,000	\$ 1,500.00	0	\$ -					100%
12. TEMP SEED & MULCH	SF	323,000	\$ 0.04	\$ 12,920.00		\$ -	262,000	\$ 10,480.00	61,000	\$ 2,440.00					81%
13. ROCK FILTER	EA	2	\$ 375.00	\$ 750.00		\$ -	2	\$ 750.00	0	\$ -					100%
SUBTOTAL ITEM B				\$ 160,759.50		\$ -		\$ 122,912.50		\$ 37,847.00					76%
<b>C. EARTHWORK</b>															
1. STRIP TOPSOIL	LS	1	\$ 17,050.00	\$ 17,050.00		\$ -	1.0	\$ 17,050.00	0.0	\$ -					100%
2. CUT/FILL	LS	1	\$ 9,620.00	\$ 9,620.00		\$ -	1.0	\$ 9,620.00	0.0	\$ -					100%
3. RETURN TOPSOIL	LS	1	\$ 22,575.00	\$ 22,575.00		\$ -	0.30	\$ 6,772.50	0.70	\$ 15,802.50					30%
SUBTOTAL ITEM C				\$ 49,245.00		\$ -		\$ 33,442.50		\$ 15,802.50					68%

## ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.  
184 WEST MAIN STREET  
SUITE 300  
TRAPPE, PA 19426

PROJECT NAME:	MARSH LEA SUBDIVISION	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE: \$ 9,000.00
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 15,614.98
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.	TOWNSHIP SECURITY (10%) = \$ 139,762.68	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 15,614.98
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$ 132,573.68	AMOUNT OF CURRENT TOTAL RELEASE: \$ 40,229.95
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 1,669,963.10	TOTAL OF CONST. RELEASES TO DATE: \$ 1,323,070.22
TYPE OF SECURITY:		RELEASE NO.: 7	CONSTRUCTION ESCROW REMAINING: \$ 295,068.25
AGREEMENT DATE:		REQUEST DATE: September 5, 2018	TOWNSHIP SECURITY REMAINING: \$ 29,506.82
			CONSTRUCTION INSPECTION REMAINING: \$ 22,317.82
			TOTAL ESCROW REMAINING: \$ 346,892.88
			79%

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
D. STORM SEWER											
1. 15" HDPE	LF	128	\$31.00	\$ 3,968.00	\$ -		128	\$ 3,968.00	0	\$ -	100%
2.18" HDPE	LF	37	\$33.00	\$ 1,221.00	\$ -		37	\$ 1,221.00	0	\$ -	100%
3. 24" HDPE	LF	68	\$40.00	\$ 2,720.00	\$ -		68	\$ 2,720.00	0	\$ -	100%
4. 15" RCP	LF	816	\$42.00	\$ 34,272.00	\$ -		816	\$ 34,272.00	0	\$ -	100%
5. 18" RCP	LF	212	\$44.00	\$ 9,328.00	\$ -		212	\$ 9,328.00	0	\$ -	100%
6. 24" RCP	LF	1,306	\$50.00	\$ 65,300.00	\$ -		1306	\$ 65,300.00	0	\$ -	100%
7. STD TYPE C INLET	EA	28	\$1,700.00	\$ 47,600.00	\$ -		28	\$ 47,600.00	0	\$ -	100%
8. STORM MANHOLE	EA	1	\$2,000.00	\$ 2,000.00	\$ -		1	\$ 2,000.00	0	\$ -	100%
9. ENDWALLS	EA	1	\$1,250.00	\$ 1,250.00	\$ -		1	\$ 1,250.00	0	\$ -	100%
10. OUTLET STRUCTURE	EA	1	\$7,500.00	\$ 7,500.00	\$ -		1	\$ 7,500.00	0	\$ -	100%
11. PIPE STORAGE BED	LS	1	\$250,500.00	\$ 250,500.00	\$ -		1	\$ 250,500.00	0	\$ -	100%
12. RAIN GARDEN (#19 & #20)	EA	2	\$7,000.00	\$ 14,000.00	\$ -		\$ -	\$ -	2	\$ 14,000.00	0%
13. WATER STORAGE TANKS	EA	2	\$17,500.00	\$ 35,000.00	2 \$ 35,000.00		2	\$ 35,000.00	0	\$ -	100%
SUBTOTAL ITEM D				\$ 474,659.00	\$ 35,000.00		\$ 460,659.00		\$ 14,000.00		97%

E. PAVING & CURBING											
1. FINE GRADE	SY	10,215	\$0.75	\$ 7,661.25	\$ -	10,215	\$ 7,661.25	0	\$ -	100%	
2. 5" 2A MODIFIED	SY	10,215	\$5.00	\$ 51,075.00	\$ -	10,215	\$ 51,075.00	0	\$ -	100%	
3. 5" 25MM BASE	SY	10,215	\$17.50	\$ 178,762.50	\$ -	10,215	\$ 178,762.50	0	\$ -	100%	
4. 3" 19MM BINDER	SY	10,215	\$10.25	\$ 104,703.75	10,215 \$ 104,703.75	10,215	\$ 104,703.75	0	\$ -	100%	
5. CLEAN & TACK	SY	10,215	\$0.25	\$ 2,553.75	\$ -	\$ -		10,215	\$ 2,553.75	0%	
6. 1.5" 9.5MM WEARING	SY	10,215	\$6.50	\$ 66,397.50	\$ -	\$ -		10,215	\$ 66,397.50	0%	
7. 4" CONCRETE SIDEWALK W/ 4" STONE BASE	SF	7,138	\$8.75	\$ 62,457.50	\$ -	\$ -		7,138	\$ 62,457.50	0%	
8. CONCRETE CURB (EXCAVATE AND INSTALL)	LF	6,662	\$16.00	\$ 106,592.00	262 \$ 4,192.00	6662	\$ 106,592.00	0	\$ -	100%	
9. TEMP STONE DRIVE AT EXISTING RESIDENCE	LS	1	\$1,500.00	\$ 1,500.00	\$ -	1	\$ 1,500.00	0	\$ -	100%	
10. 6" STONE AND 2" WEARING AT EXISTING RESIDENCE	LS	1	\$6,500.00	\$ 6,500.00	0.5 \$ 3,250.00	0.50	\$ 3,250.00	1	\$ 3,250.00	50%	
SUBTOTAL ITEM E				\$ 588,203.25	\$ 112,145.75		\$ 453,544.50		\$ 134,658.75		77%

F. SURVEYING											
1. CONSTRUCTION STAKING	LS	1	\$16,500.00	\$ 16,500.00	\$ -	1.00	\$ 16,500.00	0	\$ -	100%	
2. PROPERTY CORNER PINS	EA	37	\$70.00	\$ 2,590.00	\$ -	\$ -		37	\$ 2,590.00	0%	
3. PROPERTY CORNER MONUMENTS	EA	27	\$140.00	\$ 3,780.00	\$ -	\$ -		27	\$ 3,780.00	0%	
4. AS-BUILTS	LS	1	\$12,000.00	\$ 12,000.00	\$ -	\$ -		1	\$ 12,000.00	0%	
SUBTOTAL ITEM F				\$ 34,870.00	\$ -		\$ 16,500.00		\$ 18,370.00		47%

G. LANDSCAPING											
1. SHADE TREES	EA	28	\$400.00	\$ 11,200.00	\$ -	\$ -		28	\$ 11,200.00	0%	
2. STREET TREES	EA	126	\$400.00	\$ 50,400.00	\$ -	\$ -		126	\$ 50,400.00	0%	
3. EVERGREEN TREES	EA	49	\$210.00	\$ 10,290.00	\$ -	\$ -		49	\$ 10,290.00	0%	
SUBTOTAL ITEM G				\$ 71,890.00	Page 2	\$ -	\$ -		\$ 71,890.00		0%

ESCROW STATUS REPORT												GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426			
PROJECT NAME: MARSH LEA SUBDIVISION				SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE: \$ 9,000.00							
PROJECT NUMBER:					TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 15,614.58						
PROJECT SPONSOR: T. RICHARD MOSER LAND DEVELOPERS, L.P.					TOWNSHIP SECURITY (10%) = \$ 139,762.68				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 15,614.58						
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP					CONSTRUCTION INSPECTION \$ 132,573.68				AMOUNT OF CURRENT TOTAL RELEASE: \$ 40,229.15						
ESCROW AGENT:					GRAND TOTAL ESCROWED = \$ 1,669,963.10				TOTAL OF CONST. RELEASES TO DATE: \$ 1,323,070.22						
TYPE OF SECURITY:					RELEASE NO.: 7				CONSTRUCTION ESCROW REMAINING: \$ 295,068.25						
AGREEMENT DATE:					REQUEST DATE: September 5, 2018				TOWNSHIP SECURITY REMAINING: \$ 29,506.82						
									CONSTRUCTION INSPECTION REMAINING: \$ 22,317.82						
									TOTAL ESCROW REMAINING: \$ 346,892.88						
79%															
ESCROW TABULATION					CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE		
CONSTRUCTION ITEMS		UNITS	QUANTITY	UNIT PRICE				QUANTITY			QUANTITY			PERCENT	
H. MISCELLANEOUS															
1. SIGNS	EA	16	\$ 250.00	\$ 4,000.00		6	\$ 1,500.00	\$ 6.00	\$ 1,500.00	10	\$ 2,500.00		38%		
2. PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00		1	\$ 7,500.00	\$ 1.00	\$ 7,500.00	0	\$ -		100%		
SUBTOTAL ITEM H				\$ 11,500.00			\$ 9,000.00		\$ 9,000.00		\$ 2,500.00		78%		
TOTAL IMPROVEMENTS - ITEMS A-H					\$ 1,397,626.75	\$ 156,145.75	\$ 1,102,558.50	\$ 295,068.25	\$ 295,068.25					79%	
I. TOWNSHIP SECURITY (10%)					\$ 139,762.68	\$ 15,614.58	\$ 110,255.86	\$ 29,506.82	\$ 29,506.82					79%	
J. CONSTRUCTION INSPECTION					\$ 132,573.68	\$ 15,614.58	\$ 110,255.86	\$ 22,317.82	\$ 22,317.82					83%	
NET CONSTRUCTION RELEASE					\$ 1,669,963.10	\$ 187,374.90	\$ 1,323,070.22	\$ 346,892.88	\$ 346,892.88					79%	
SURETY AMOUNT					\$ 1,669,963.10	\$ 187,374.90	\$ 1,323,070.22	\$ 346,892.88	\$ 346,892.88					79%	

## ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.  
184 WEST MAIN STREET  
SUITE 300  
TRAPPE, PA 19426

PROJECT NAME:	MARSH LEA SUBDIVISION	SUMMARY OF ESCROW ACCOUNT			AMOUNT OF CURRENT CONST. RELEASE: \$ -		
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75			AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%) = \$ 14,746.89		
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.	TOWNSHIP SECURITY (10%) = \$ 139,762.68			AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%) = \$ 14,746.89		
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$ 132,573.68			AMOUNT OF CURRENT TOTAL RELEASE: \$ 29,493.75		
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 1,669,963.10			TOTAL OF CONST. RELEASES TO DATE: \$ 1,317,688.20		
TYPE OF SECURITY:		RELEASE NO.: 6			CONSTRUCTION ESCROW REMAINING: \$ 290,553.20		
AGREEMENT DATE:		REQUEST DATE:			TOWNSHIP SECURITY REMAINING: \$ 29,955.35		
					CONSTRUCTION INSPECTION REMAINING: \$ 22,766.33		
					TOTAL ESCROW REMAINING: \$ 343,274.90		
					79%		

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT	
<b>D. STORM SEWER</b>										
1. 15" HDPE	LF	128	\$31.00	\$ 3,968.00	\$ -	\$ 3,968.00	0	\$ -	100%	
2. 18" HDPE	LF	37	\$33.00	\$ 1,221.00	\$ -	\$ 1,221.00	0	\$ -	100%	
3. 24" HDPE	LF	68	\$40.00	\$ 2,720.00	\$ -	\$ 2,720.00	0	\$ -	100%	
4. 15" RCP	LF	816	\$42.00	\$ 34,272.00	\$ -	\$ 34,272.00	0	\$ -	100%	
5. 18" RCP	LF	212	\$44.00	\$ 9,328.00	\$ -	\$ 9,328.00	0	\$ -	100%	
6. 24" RCP	LF	1,306	\$50.00	\$ 65,300.00	\$ -	\$ 65,300.00	0	\$ -	100%	
7. STD TYPE C INLET	EA	28	\$1,700.00	\$ 47,600.00	\$ -	\$ 47,600.00	0	\$ -	100%	
8. STORM MANHOLE	EA	1	\$2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	0	\$ -	100%	
9. ENDWALLS	EA	1	\$1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00	0	\$ -	100%	
10. OUTLET STRUCTURE	EA	1	\$7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	0	\$ -	100%	
11. PIPE STORAGE BED	LS	1	\$250,500.00	\$ 250,500.00	\$ -	\$ 250,500.00	0	\$ -	100%	
12. RAIN GARDEN (#19 & #20)	EA	2	\$7,000.00	\$ 14,000.00	\$ -	\$ -	2	\$ 14,000.00	0%	
13. WATER STORAGE TANKS	EA	2	\$17,500.00	\$ 35,000.00	2	\$ 35,000.00	2	\$ 35,000.00	0%	
<b>SUBTOTAL ITEM D</b>				\$ 474,659.00	\$ 35,000.00		\$ 460,659.00	\$ 14,000.00	97%	

<b>E. PAVING &amp; CURBING</b>										
1. FINE GRADE	SY	10,215	\$0.75	\$ 7,661.25			10,215	\$ 7,661.25	0	100%
2. 5' 2A MODIFIED	SY	10,215	\$5.00	\$ 51,075.00			10,215	\$ 51,075.00	0	100%
3. 5' 25MM BASE	SY	10,215	\$17.50	\$ 178,762.50			10,215	\$ 178,762.50	0	100%
4. 3" 19MM BINDER	SY	10,215	\$10.25	\$ 104,703.75	10,215	\$ 104,703.75	10,215	\$ 104,703.75	0	100%
5. CLEAN & TACK	SY	10,215	\$0.25	\$ 2,553.75			\$ -	\$ -	10,215	\$ 2,553.75
6. 1.5" 9.5MM WEARING	SY	10,215	\$6.50	\$ 66,397.50			\$ -	\$ -	10,215	\$ 66,397.50
7. 4" CONCRETE SIDEWALK W/ 4" STONE BASE	SF	7,138	\$8.75	\$ 62,457.50			\$ -	\$ -	7,138	\$ 62,457.50
8. CONCRETE CURB (EXCAVATE AND INSTALL)	LF	6,662	\$16.00	\$ 106,592.00	262.00		\$ 662.00	\$ 106,592.00	0	100%
9. TEMP STONE DRIVE AT EXISTING RESIDENCE	LS	1	\$1,500.00	\$ 1,500.00			1.00	\$ 1,500.00	0	100%
10. 6' STONE AND 2" WEARING AT EXISTING RESIDENCE	LS	1	\$6,500.00	\$ 6,500.00	0.50	\$ 3,250.00	\$ 0.50	\$ 3,250.00	1	\$ 3,250.00
<b>SUBTOTAL ITEM E</b>				\$ 588,203.25		\$ 107,953.75		\$ 453,544.50	\$ 134,658.75	77%

<b>F. SURVEYING</b>										
1. CONSTRUCTION STAKING	LS	1	\$16,500.00	\$ 16,500.00	0.00		1.00	\$ 16,500.00	0	100%
2. PROPERTY CORNER PINS	EA	37	\$70.00	\$ 2,590.00			\$ -	\$ -	37	\$ 2,590.00
3. PROPERTY CORNER MONUMENTS	EA	27	\$140.00	\$ 3,780.00			\$ -	\$ -	27	\$ 3,780.00
4. AS-BUILTS	LS	1	\$12,000.00	\$ 12,000.00			\$ -	\$ -	1	\$ 12,000.00
<b>SUBTOTAL ITEM F</b>				\$ 34,870.00		\$ -		\$ 16,500.00	\$ 18,370.00	47%

<b>G. LANDSCAPING</b>										
1. SHADE TREES	EA	28	\$400.00	\$ 11,200.00			\$ -	\$ -	28	\$ 11,200.00
2. STREET TREES	EA	126	\$400.00	\$ 50,400.00			\$ -	\$ -	126	\$ 50,400.00
3. EVERGREEN TREES	EA	49	\$210.00	\$ 10,290.00			\$ -	\$ -	49	\$ 10,290.00
<b>SUBTOTAL ITEM G</b>				\$ 71,890.00	Page 2	\$ -		\$ -	\$ 71,890.00	0%

ESCROW STATUS REPORT												GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426		
PROJECT NAME:	MARSH LEA SUBDIVISION												AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT NUMBER:													AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ 14,746.88
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.												AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%):	\$ 14,746.88
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP												AMOUNT OF CURRENT TOTAL RELEASE:	\$ 29,493.75
ESCROW AGENT:													TOTAL OF CONST. RELEASES TO DATE:	\$ 1,317,688.20
TYPE OF SECURITY:													CONSTRUCTION ESCROW REMAINING:	\$ 290,553.25
AGREEMENT DATE:													TOWNSHIP SECURITY REMAINING:	\$ 29,955.33
													CONSTRUCTION INSPECTION REMAINING:	\$ 22,766.33
													TOTAL ESCROW REMAINING:	\$ 343,274.90
													79%	
ESCROW TABULATION						CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT	PERCENT
<b>H. MISCELLANEOUS</b>														
1. SIGNS	EA	16	\$ 250.00	\$ 4,000.00	\$ 6.00	\$ 1,500.00	\$ 6.00	\$ 1,500.00	10	\$ 2,500.00	38%			
2. PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	0	\$ -	100%			
<b>SUBTOTAL ITEM H</b>				\$ 11,500.00	\$ -	\$ -	\$ -	\$ -		\$ 2,500.00	0%			
<b>TOTAL IMPROVEMENTS - ITEMS A-H</b>				\$ 1,397,626.75	\$ 147,468.75	\$ 1,098,073.50	\$ 290,553.25	79%						
I. TOWNSHIP SECURITY (10%)				\$ 139,762.68	\$ 14,746.88	\$ 109,807.35	\$ 29,955.33	79%						
J. CONSTRUCTION INSPECTION				\$ 132,573.68	\$ 14,746.88	\$ 109,807.35	\$ 22,766.33	83%						
<b>NET CONSTRUCTION RELEASE</b>				\$ 1,669,963.10	\$ 176,962.50	\$ 1,317,688.20	\$ 343,274.90	79%						
<b>SURETY AMOUNT</b>				\$ 1,669,963.10	\$ 176,962.50	\$ 1,317,688.20	\$ 343,274.90	79%						

# Marsh Lea 27 LLC

September 5, 2018

Cary Vargo  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

RE: Marsh Site Improvements

Dear Cary:

Please find enclosed Escrow Release #6 for improvement work completed at the above referenced project. Please release \$176,962.50 from escrow.

If you have any questions, please don't hesitate to call.

Sincerely,  
Marsh Lea 27, L.L.C

T.R. Moser  
Managing Member

ENCLOSURE



August 27, 2018

File No. 03-0434T2

Cary B. Vargo  
Upper Uwchlan Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

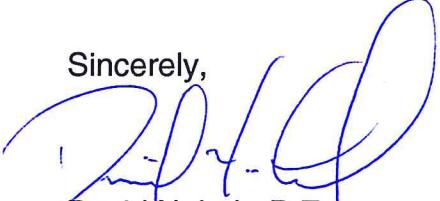
Reference: Village at Byers Station  
Performance Bond Reduction Request No. 1

Dear Cary:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s August 20, 2018 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$1,437,001.52**. Following this release, there will be **\$616,946.29** remaining in escrow.

Also enclosed is one (1) copy of the Escrow Status Report summary spreadsheet for this project for the Board's review and consideration. If you have any questions, please do not hesitate to contact me.

Sincerely,



David N. Leh, P.E.  
Municipal Services Manager  
Gilmore & Associates, Inc.

cc: Board of Supervisors (via e-mail only)  
Gary Chase – TBI (via e-mail only)  
Shawn Fahr – Gilmore & Associates, Inc. (via e-mail only)

## ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.  
184 WEST MAIN STREET  
SUITE 300  
TRAPPE, PA 19426

PROJECT NAME: THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL	SUMMARY OF ESCROW ACCOUNT			AMOUNT OF CURRENT CONST. RELEASE: \$
PROJECT NUMBER:	TOTAL CONSTRUCTION (100%) = \$	1,723,090.27	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%) = \$	119,750.15
PROJECT SPONSOR: BYERS COMMERCIAL, L.P.	TOWNSHIP SECURITY (10%) = \$	172,309.03	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%) = \$	119,750.15
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$	158,548.53	AMOUNT OF CURRENT TOTAL RELEASE: \$	239,500.25
ESCROW AGENT:	GRAND TOTAL ESCROWED = \$	2,053,947.82	TOTAL OF CONST. RELEASES TO DATE: \$	1,437,001.53
TYPE OF SECURITY:	RELEASE NO.:	1	CONSTRUCTION ESCROW REMAINING: \$	525,589.00
AGREEMENT DATE:	REQUEST DATE:	August 22, 2018	TOWNSHIP SECURITY REMAINING: \$	52,558.90
			CONSTRUCTION INSPECTION REMAINING: \$	38,798.40
			TOTAL ESCROW REMAINING: \$	616,946.29
			70%	

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT

A. CLEARING & GRUBBING											
1. CLEARING AND GRUBBING	LS	1	\$ 11,850.00	\$ 11,850.00	1	\$ 11,850.00	1	\$ 11,850.00	0	\$ -	100%
SUBTOTAL ITEM A				\$ 11,850.00		\$ 11,850.00		\$ 11,850.00		\$ -	100%

B. E&S CONTROL											
1. CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	0	\$ -	100%
2. 12" SILT SOCK	LF	1,185	\$ 3.45	\$ 4,088.25	1,185	\$ 4,088.25	1,185	\$ 4,088.25	0	\$ -	100%
3. 24" SILT SOCK	LF	64	\$ 16.20	\$ 1,036.80	64	\$ 1,036.80	64	\$ 1,036.80	0	\$ -	100%
4. EROSION CONTROL MATTING	SF	32,000	\$ 0.25	\$ 8,000.00	32,000	\$ 8,000.00	32,000	\$ 8,000.00	0	\$ -	100%
5. INLET PROTECTION	EA	9	\$ 115.00	\$ 1,035.00	9	\$ 1,035.00	9	\$ 1,035.00	0	\$ -	100%
6. STOCKPILE - 18" SILT FENCE	LF	500	\$ 1.50	\$ 750.00	500	\$ 750.00	500	\$ 750.00	0	\$ -	100%
7. TEMP SEED & MULCH	SF	473,228	\$ 0.04	\$ 18,929.12	473,228	\$ 18,929.12	473,228	\$ 18,929.12	0	\$ -	100%
SUBTOTAL ITEM B				\$ 36,839.17		\$ 36,839.17		\$ 36,839.17		\$ -	100%

C. STORMWATER/E&S BASINS											
SEDIMENT FOREBAY #1											
1. EARTHWORK	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	22,500	\$ 0.25	\$ 5,625.00	22,500	\$ 5,625.00	22,500	\$ 5,625.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	2,627	\$ 0.50	\$ 1,313.50	2,627	\$ 1,313.50	2,627	\$ 1,313.50	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF	124	\$ 32.00	\$ 3,968.00	124	\$ 3,968.00	124	\$ 3,968.00	0	\$ -	100%
6. STORM MANHOLE	EA	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00	1	\$ 2,800.00	0	\$ -	100%
7. ENDWALL	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00	0	\$ -	100%
8. RIP-RAP APRON	EA	1	\$ 500.00	\$ 500.00	1	\$ 500.00	1	\$ 500.00	0	\$ -	100%

SEDIMENT BASIN #2											
1. EARTHWORK	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1	\$ 12,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	24,600	\$ 0.25	\$ 6,150.00	24,600	\$ 6,150.00	24,600	\$ 6,150.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	4,792	\$ 0.50	\$ 2,396.00	4,792	\$ 2,396.00	4,792	\$ 2,396.00	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	100%
5. SKIMMER	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	1	\$ 1,750.00	0	\$ -	100%
6. 18" RCP	LF	45	\$ 38.00	\$ 1,710.00	45	\$ 1,710.00	45	\$ 1,710.00	0	\$ -	100%
7. ANTI-SEEP COLLARS	EA	2	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00	2	\$ 1,500.00	0	\$ -	100%
8. ENDWALL	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00	0	\$ -	100%
9. RIP-RAP APRON	EA	1	\$ 500.00	\$ 500.00	1	\$ 500.00	1	\$ 500.00	0	\$ -	100%
10. SSF BAFFLE	LF	467	\$ 17.00	\$ 7,939.00	467	\$ 7,939.00	467	\$ 7,939.00	0	\$ -	100%

## ESCROW STATUS REPORT

GILMORE &amp; ASSOCIATES, INC.

184 WEST MAIN STREET

SUITE 300

TRAPPE, PA 19426

PROJECT NAME: THE VILLAGE AT BYERS STATION  
LOT #1 - RESIDENTIALPROJECT NUMBER:  
PROJECT SPONSOR: BYERS COMMERCIAL, L.P.  
MUNICIPALITY: UPPER UWCHLAN TOWNSHIPESCROW AGENT:  
TYPE OF SECURITY:  
AGREEMENT DATE:

## SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27  
TOWNSHIP SECURITY (10%) = \$ 172,309.03  
CONSTRUCTION INSPECTION \$ 158,548.53  
GRAND TOTAL ESCROWED = \$ 2,053,947.82AMOUNT OF CURRENT CONST. RELEASE: \$ 119,750.13  
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 119,750.13  
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 119,750.13  
AMOUNT OF CURRENT TOTAL RELEASE: \$ 239,500.25  
TOTAL OF CONST. RELEASES TO DATE: \$ 1,437,001.55  
CONSTRUCTION ESCROW REMAINING: \$ 525,589.00  
TOWNSHIP SECURITY REMAINING: \$ 52,558.90  
CONSTRUCTION INSPECTION REMAINING: \$ 38,798.40  
TOTAL ESCROW REMAINING: \$ 616,946.29  
70%

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT	
<b>E. STORM SEWER</b>												
1. 15" HDPE	LF	1442	\$31.00	\$ 44,702.00	1442	\$ 44,702.00	1442	\$ 44,702.00	0	\$ -	100%	
2. 18" HDPE	LF	638	\$33.00	\$ 21,054.00	638	\$ 21,054.00	638	\$ 21,054.00	0	\$ -	100%	
3. 24" HDPE	LF	934	\$40.00	\$ 37,360.00	934	\$ 37,360.00	934	\$ 37,360.00	0	\$ -	100%	
4. 30" HDPE	LF	83	\$55.00	\$ 4,565.00	83	\$ 4,565.00	83	\$ 4,565.00	0	\$ -	100%	
5. 18" RCP	LF	254	\$40.00	\$ 10,160.00	254	\$ 10,160.00	254	\$ 10,160.00	0	\$ -	100%	
6. STD TYPE C INLET	EA	30	\$2,200.00	\$ 66,000.00	30	\$ 66,000.00	30	\$ 66,000.00	0	\$ -	100%	
7. MODIFIED TYPE C INLET	EA	13	\$3,000.00	\$ 39,000.00	13	\$ 39,000.00	13	\$ 39,000.00	0	\$ -	100%	
8. STD TYPE M INLET	EA	5	\$2,200.00	\$ 11,000.00	5	\$ 11,000.00	5	\$ 11,000.00	0	\$ -	100%	
9. MODIFIED TYPE M INLET	EA	1	\$3,200.00	\$ 3,200.00	1	\$ 3,200.00	1	\$ 3,200.00	0	\$ -	100%	
10. STORM MANHOLE	EA	5	\$2,500.00	\$ 12,500.00	5	\$ 12,500.00	5	\$ 12,500.00	0	\$ -	100%	
11. ENDWALLS	EA	3	\$1,250.00	\$ 3,750.00	3	\$ 3,750.00	3	\$ 3,750.00	0	\$ -	100%	
12. TIE INTO EXISTING	EA	3	\$500.00	\$ 1,500.00	3	\$ 1,500.00	3	\$ 1,500.00	0	\$ -	100%	
13. STONE BACKFILL (DARRELL DRIVE)	TN	90	\$13.00	\$ 1,170.00	90	\$ 90.00	1,170.00	90	\$ 1,170.00	0	\$ -	100%
14. PAVING RESTORATION	SY	198	\$75.00	\$ 14,850.00	198	\$ 198.00	14,850.00	198	\$ 14,850.00	0	\$ -	100%
15. TRAFFIC CONTROL	LS	1	\$2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00	0	\$ -	100%	
<b>SUBTOTAL ITEM E</b>				\$ 273,311.00		\$ 273,311.00		\$ 273,311.00		\$ -	100%	
<b>F. PAVING &amp; CURBING</b>												
1. FINE GRADE	SY	11,040	\$1.06	\$ 11,702.40	11,040	\$ 11,702.40	11,040	\$ 11,702.40	0	\$ -	100%	
2. 5" 2A MODIFIED	SY	11,040	\$4.90	\$ 54,096.00	11,040	\$ 54,096.00	11,040	\$ 54,096.00	0	\$ -	100%	
3. 5" 25MM BASE	SY	11,040	\$18.40	\$ 203,136.00	11,040	\$ 203,136.00	11,040	\$ 203,136.00	0	\$ -	100%	
4. 3" 19MM BINDER	SY	11,040	\$12.25	\$ 135,240.00	11,040	\$ 135,240.00	11,040	\$ 135,240.00	0	\$ -	100%	
5. CLEAN & TACK	SY	11,040	\$0.50	\$ 5,520.00					11,040	\$ 5,520.00	0%	
6. 1.5" 9.5MM WEARING	SY	11,040	\$6.60	\$ 72,864.00					11,040	\$ 72,864.00	0%	
7. BELGIAN BLOCK	LF	6,283	\$16.40	\$ 103,041.20	6,283	\$ 103,041.20	6,283	\$ 103,041.20	0	\$ -	100%	
8. WALKING TRAIL	SY	345	\$40.00	\$ 13,800.00	345	\$ 13,800.00	345	\$ 13,800.00	0	\$ -	100%	
9. CONCRETE SIDEWALK	SF	7,250	\$4.00	\$ 29,000.00					7,250	\$ 29,000.00	0%	
10. CONCRETE CURB	LF	500	\$14.00	\$ 7,000.00	500	\$ 7,000.00	500	\$ 7,000.00	0	\$ -	100%	
<b>SUBTOTAL ITEM F</b>				\$ 635,399.60		\$ 528,015.60		\$ 528,015.60		\$ 107,384.00	83%	
<b>G. GRAPHITE MINE ROAD</b>												
1. SAW CUT	LF	670	\$1.75	\$ 1,172.50	670	\$ 1,172.50	670	\$ 1,172.50	0	\$ -	100%	
2. DEMOLITION	LS	1	\$3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	0	\$ -	100%	
3. BOXOUT	CY	280	\$15.00	\$ 4,200.00	280	\$ 4,200.00	280	\$ 4,200.00	0	\$ -	100%	
4. MOUNTABLE CURB	LF	70	\$40.00	\$ 2,800.00	70	\$ 2,800.00	70	\$ 2,800.00	0	\$ -	100%	
5. FINE GRADE	SY	650	\$1.50	\$ 975.00	650	\$ 975.00	650	\$ 975.00	0	\$ -	100%	
6. 5" 2A MODIFIED	SY	650	\$6.50	\$ 4,225.00	650	\$ 4,225.00	650	\$ 4,225.00	0	\$ -	100%	
7. 5" 25MM BASE	SY	650	\$23.00	\$ 14,950.00	650	\$ 14,950.00	650	\$ 14,950.00	0	\$ -	100%	
8. 3" 19MM BINDER	SY	650	\$17.00	\$ 11,050.00	650	\$ 11,050.00	650	\$ 11,050.00	0	\$ -	100%	
9. CLEAN & TACK	SY	650	\$0.65	\$ 422.50	650	\$ 422.50	650	\$ 422.50	0	\$ -	100%	
10. 1.5" 9.5MM WEARING	SY	725	\$9.00	\$ 6,525.00	725	\$ 6,525.00	725	\$ 6,525.00	0	\$ -	100%	
11. STRIPING	LS	1	\$2,000.00	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	100%	
12. TRAFFIC CONTROL	LS	1	\$7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	0	\$ -	100%	

## ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.  
184 WEST MAIN STREET  
SUITE 300  
TRAPPE, PA 19426

PROJECT NAME:	THE VILLAGE AT BYERS STATION	SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE: \$
LOT #1 - RESIDENTIAL						119,750.13
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 119,750.13
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.	TOWNSHIP SECURITY (10%) = \$ 172,309.03				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 119,750.13
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$ 158,548.53				AMOUNT OF CURRENT TOTAL RELEASE: \$ 239,500.26
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 2,053,947.82				TOTAL OF CONST. RELEASES TO DATE: \$ 1,437,001.53
TYPE OF SECURITY:		RELEASE NO.: 1				CONSTRUCTION ESCROW REMAINING: \$ 525,589.00
AGREEMENT DATE:		REQUEST DATE: August 22, 2018				TOWNSHIP SECURITY REMAINING: \$ 52,558.90
						CONSTRUCTION INSPECTION REMAINING: \$ 38,798.40
						TOTAL ESCROW REMAINING: \$ 616,946.29
						70%

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
<b>SEDIMENT TRAP #3</b>											
1. EARTHWORK	LS	1	\$9,000.00	\$ 9,000.00	1	\$ 9,000.00	1	\$ 9,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	9,400	\$0.25	\$ 2,350.00	9,400	\$ 2,350.00	9,400	\$ 2,350.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	738	\$0.50	\$ 369.00	738	\$ 369.00	738	\$ 369.00	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF	48	\$32.00	\$ 1,536.00	48	\$ 1,536.00	48	\$ 1,536.00	0	\$ -	100%
6. FLARED END SECTON	EA	1	\$500.00	\$ 500.00	1	\$ 500.00	1	\$ 500.00	0	\$ -	100%
7. RIP-RAP APRON	EA	1	\$500.00	\$ 500.00	1	\$ 500.00	1	\$ 500.00	0	\$ -	100%
<b>SEDIMENT TRAP #4</b>											
1. EARTHWORK	LS	1	\$14,000.00	\$ 14,000.00	1	\$ 14,000.00	1	\$ 14,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	10,300	\$0.25	\$ 2,575.00	10,300	\$ 2,575.00	10,300	\$ 2,575.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	721	\$0.50	\$ 360.50	721	\$ 360.50	721	\$ 360.50	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF	47	\$32.00	\$ 1,504.00	47	\$ 1,504.00	47	\$ 1,504.00	0	\$ -	100%
<b>SEDIMENT TRAP #5</b>											
1. EARTHWORK	LS	1	\$7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	8,300	\$0.25	\$ 2,075.00	8,300	\$ 2,075.00	8,300	\$ 2,075.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	425	\$0.50	\$ 212.50	425	\$ 212.50	425	\$ 212.50	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF	36	\$32.00	\$ 1,152.00	36	\$ 1,152.00	36	\$ 1,152.00	0	\$ -	100%
6. SSF BAFFLE	LF	88	\$17.00	\$ 1,496.00	88	\$ 1,496.00	88	\$ 1,496.00	0	\$ -	100%
<b>SEDIMENT TRAP #6</b>											
1. EARTHWORK	LS	1	\$3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	9,400	\$0.25	\$ 2,350.00	9,400	\$ 2,350.00	9,400	\$ 2,350.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	1,024	\$0.50	\$ 512.00	1,024	\$ 512.00	1,024	\$ 512.00	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF	40	\$32.00	\$ 1,280.00	40	\$ 1,280.00	40	\$ 1,280.00	0	\$ -	100%
6. SSF BAFFLE	LF	76	\$17.00	\$ 1,292.00	76	\$ 1,292.00	76	\$ 1,292.00	0	\$ -	100%
7. TIE INTO EXISTING INLET	LS	1	\$650.00	\$ 650.00	1	\$ 650.00	1	\$ 650.00	0	\$ -	100%
<b>SUBTOTAL ITEM C</b>				\$ 143,365.50		\$ 143,365.50		\$ 143,365.50		\$ -	100%
<b>D. EARTHWORK</b>											
1. STRIP TOPSOIL	CY	8,000	\$ 2.50	\$ 20,000.00	8,000	\$ 20,000.00	8,000	\$ 20,000.00	0	\$ -	100%
2. CUT/FILL	CY	32,000	\$ 2.50	\$ 80,000.00	32,000	\$ 80,000.00	32,000	\$ 80,000.00	0	\$ -	100%
3. RETURN TOPSOIL	CY	4,500	\$ 3.40	\$ 15,300.00	4,500	\$ 15,300.00	4,500	\$ 15,300.00	0	\$ -	100%
<b>SUBTOTAL ITEM D</b>				\$ 115,300.00		\$ 115,300.00		\$ 115,300.00		\$ -	100%

## ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.  
184 WEST MAIN STREET  
SUITE 300  
TRAPPE, PA 19426

PROJECT NAME: THE VILLAGE AT BYERS STATION  
LOT #1 - RESIDENTIAL

PROJECT NUMBER:

PROJECT SPONSOR: BYERS COMMERCIAL, L.P.  
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

## SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27  
TOWNSHIP SECURITY (10%) = \$ 172,309.03  
CONSTRUCTION INSPECTION \$ 158,548.53  
GRAND TOTAL ESCROWED = \$ 2,053,947.82

AMOUNT OF CURRENT CONST. RELEASE: \$ 119,750.13  
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 119,750.13  
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 239,500.25  
AMOUNT OF CURRENT TOTAL RELEASE: \$ 1,437,001.53  
TOTAL OF CONST. RELEASES TO DATE: \$ 1,437,001.53  
CONSTRUCTION ESCROW REMAINING: \$ 525,589.00  
TOWNSHIP SECURITY REMAINING: \$ 52,558.90  
CONSTRUCTION INSPECTION REMAINING: \$ 38,798.40  
TOTAL ESCROW REMAINING: \$ 616,946.29  
70%

RELEASE NO.: 1  
REQUEST DATE: August 22, 2018

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
SUBTOTAL ITEM G				\$ 58,820.00		\$ 58,820.00		\$ 58,820.00		\$ -	100%

## H. SURVEYING

1. CONSTRUCTION STAKING	LS	1	\$40,000.00	\$ 40,000.00	1	\$ 30,000.00	1	\$ 30,000.00	0	\$ 10,000.00	75%
2. MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	0%
3. AS-BUILTS	LS	1	\$15,000.00	\$ 15,000.00		\$ -		\$ -	1	\$ 15,000.00	0%
SUBTOTAL ITEM H				\$ 65,000.00		\$ 30,000.00		\$ 30,000.00		\$ 35,000.00	46%

## I. LANDSCAPING

1. SHADE TREES	EA	179	\$350.00	\$ 62,650.00		\$ -		\$ -	179	\$ 62,650.00	0%
2. ORNAMENTAL TREES	EA	42	\$225.00	\$ 9,450.00		\$ -		\$ -	42	\$ 9,450.00	0%
3. EVERGREEN TREES	EA	162	\$200.00	\$ 32,400.00		\$ -		\$ -	162	\$ 32,400.00	0%
4. EVERGREEN SHRUBS	EA	356	\$45.00	\$ 16,020.00		\$ -		\$ -	356	\$ 16,020.00	0%
5. DECIDUOUS SHRUBS	EA	361	\$45.00	\$ 16,245.00		\$ -		\$ -	361	\$ 16,245.00	0%
6. ORNAMENTAL GRASSES	EA	56	\$15.00	\$ 840.00		\$ -		\$ -	56	\$ 840.00	0%
SUBTOTAL ITEM I				\$ 137,605.00		\$ -		\$ -		\$ 137,605.00	0%

## J. MISCELLANEOUS

1. STREET LIGHTS	EA	22	\$3,500.00	\$ 77,000.00		\$ -		\$ -	22	\$ 77,000.00	0%
2. ADA RAMP W/TRUNCATED DOMES	EA	16	\$ 1,000.00	\$ 16,000.00		\$ -		\$ -	16	\$ 16,000.00	0%
3. SIGNS	EA	30	\$ 200.00	\$ 6,000.00		\$ -		\$ -	30	\$ 6,000.00	0%
4. PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	0%
5. TOT LOT	LS	1	\$ 80,000.00	\$ 80,000.00		\$ -		\$ -	1	\$ 80,000.00	0%
6. BASIN FENCING	Lf	3,940	\$ 15.00	\$ 59,100.00		\$ -		\$ -	3,940	\$ 59,100.00	0%
SUBTOTAL ITEM J				\$ 245,600.00		\$ -		\$ -		\$ 245,600.00	0%

## TOTAL IMPROVEMENTS - ITEMS A-N

K. TOWNSHIP SECURITY (10%)				\$ 172,309.03		\$ 119,750.13		\$ 119,750.13		\$ 52,558.90	69%
L. CONSTRUCTION INSPECTION				\$ 158,548.53		\$ 119,750.13		\$ 119,750.13		\$ 38,798.40	76%

## NET CONSTRUCTION RELEASE

				\$ 2,053,947.82		\$ 1,437,001.52		\$ 1,437,001.53		\$ 616,946.29	70%
--	--	--	--	-----------------	--	-----------------	--	-----------------	--	---------------	-----

SURETY AMOUNT				\$ 2,053,947.82		\$ 1,437,001.52		\$ 1,437,001.53		\$ 616,946.29	70%
---------------	--	--	--	-----------------	--	-----------------	--	-----------------	--	---------------	-----



September 10, 2018

Trappe Office

Cary Vargo, Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

350 West Main Street, Suite 200  
Trappe, PA 19426  
T 610.495.0303

RE: Upper Uwchlan Township Municipal Authority  
Village at Byers Station (5C)  
Escrow Release No. 1  
ARRO #10270.38

Dear Mr. Vargo:

ARRO has reviewed the attached Toll Brothers Escrow Release Request No. 1, dated September 4, 2018, in the amount of \$302,330.01 for the sanitary sewer installation work at the Village at Byers Station (5C) site.

ARRO has no comments to the sanitary sewer improvements quantities based on the construction work detailed in the ARRO resident project representative records. Therefore, the following is acceptable to ARRO for release to Toll Brothers:

**Release Request #1 \$ 302,330.01**

If you have any questions please contact me at (610) 495-2111, or Jay Jackson at (610) 495-2103.

Sincerely,

G. Matthew Brown, P.E., DEE

GMB:car

Attachment

c: Michael Downs, P.E. – Toll Brothers  
Gary Chase – Toll Brothers  
David Leh, P.E. – Gilmore & Associates  
Jay Jackson, P.E. – ARRO Consulting, Inc.



September 4, 2018

Upper Uwchlan Township Municipal Authority  
Board of Supervisors  
140 Pottstown Pike  
Chester Springs, PA 19425

Sent Via E-Mail

**Villages at Byers Station- Performance Surety Bond #09237398 & Surety Reduction Request No. 1**

Dear Authority,

Toll Brothers, Inc. posted the aforementioned financial instrument to ensure the completion of the proposed sanitary improvements at Villages at Byers Station. Toll Brothers, Inc. completed \$302,330.01 associated with the completion of the project, leaving \$48,904.29 remaining in escrow. Please see the attached escrow spreadsheet for a reconciliation of our progress to date regarding sanitary improvements.

Therefore, pursuant to the "Pennsylvania Municipalities Planning Code" Section 509 (j) and Act 154 of 2012, please kindly process Toll Brothers, Inc.'s Surety Reduction Request No. 1, in the amount of \$303,330.01.

I thank the authority in advance of your consideration of this matter and await word of your confirmation of this request.

Sincerely,

Gary Chase

Senior Land Development Manager

CC:

File

Cary Vargo, Upper Uwchlan Township (via E-Mail)  
Jay Jackson, Arro Consulting, Inc. (via E-Mail)  
Michael Downs, P.E., TBI (via E-Mail)

BYERS COMMERCIAL, L.P.  
VILLAGE AT BYERS STATION (5C)  
UPPER UWCHLAN TOWNSHIP  
CHESTER COUNTY, PA

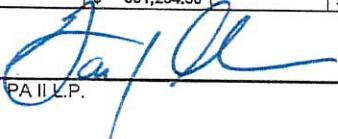
SANITARY SEWER

Reduction #1  
9/4/2018

DESCRIPTION	QUANTITY	UNIT	UNIT S	TOTAL S	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
<b>A. SANITARY SEWER</b>											
8" PVC SDR35 MAIN	3,739	LF	\$27.25	\$ 101,887.75	3,739	\$ 101,887.75	3739	\$ 101,887.75	0	\$ -	100%
6" PVC SDR35 LATERALS	3,025	LF	\$26.50	\$ 80,162.50	3,025	\$ 80,162.50	3025	\$ 80,162.50	0	\$ -	100%
6" PVC SDR35 LATERAL CONNECTIONS	121	EA	\$145.00	\$ 17,545.00	121	\$ 17,545.00	121	\$ 17,545.00	0	\$ -	100%
MANHOLES (4' Diameter)	23	EA	\$2,800.00	\$ 64,400.00	23	\$ 64,400.00	23	\$ 64,400.00	0	\$ -	100%
MANHOLES (5' Diameter - Drop)	2	EA	\$7,200.00	\$ 14,400.00	2	\$ 14,400.00	2	\$ 14,400.00	0	\$ -	100%
SUBTOTAL				\$ 278,395.25		\$ 278,395.25		\$ 278,395.25		\$ -	
<b>B. MISCELLANEOUS</b>											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00	1	\$ 1,500.00	100%	\$ 1,500.00	0%	\$ -	100%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00	1	\$ 2,500.00	100%	\$ 2,500.00	0%	\$ -	100%
SUBTOTAL				\$ 4,000.00		\$ 4,000.00		\$ 4,000.00		\$ -	
<b>C. SURVEYING</b>											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00	1	\$ 5,300.00	100%	\$ 5,300.00	0%	\$ -	100%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00	0	\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ 5,300.00		\$ 5,300.00		\$ 5,000.00	
<b>TOTAL IMPROVEMENTS</b>											
TOWNSHIP SECURITY (10%)	1	LS	\$ 29,269.53	\$ 287,695.25		\$ 287,695.25		\$ 287,695.25		\$ 5,000.00	98%
TESTING/TELEVISING/INSPECTIONS (10%)	1	LS	\$ 29,269.53	50%	\$ 14,634.76	50%	\$ 14,634.76	50%	\$ 14,634.76	\$ 29,269.53	0%
TOTAL AMOUNT OF ESCROW			\$ 351,234.30		\$ 302,330.01		\$ 302,330.01		\$ 48,904.29		86%

SUBMITTED:

Toll PA II L.P.



9/4/2018  
DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

TO: **Board of Supervisors**  
FROM: **Jill Bukata**  
**Township Treasurer**  
RE: **2019 Pension Plan MMO**  
DATE: **September 17, 2018**

---

The Township has received the figures for the 2019 Minimum Municipal Obligation (MMO) from Thomas J. Anderson & Associates for all three township pension plans – the two defined benefit plans (Uniform and Non-Uniform) and the Non-Uniform Defined Contribution Plan.

### 2019 Township Minimum Municipal Obligation

	<b>Uniform MMO</b>	<b>Non-Uniform MMO (DB)</b>	<b>Non-Uniform MMO (DC)</b>
<b>2019 Market Value MMO</b>	<b>\$228,232</b>	-	<b>Not applicable</b>
<b>2019 MMO</b>	<b>\$187,850</b>	<b>\$93,452</b>	<b>\$14,961</b>
<b>2018 MMO</b>	<b>\$177,627</b>	<b>\$93,575</b>	<b>\$6,012</b>

For the past several years, the actuaries have provided us with both an MMO and Market Value MMO for both defined benefit plans. The Non-Uniform Plan is now based on the Market Value Assets actuarial method (as of 1/1/2015) and the Uniform Plan is still based on the Smoothing actuarial method that provides two MMO options.

I respectfully recommend that the Board approve the 2019 MMO's for the three plans as follows:

Uniform Plan	\$187,850
Non-Uniform (DB)	\$ 93,452
Non-Uniform (DC)	\$ 14,961



---

**MEMO TO:** Cary Vargo  
**FROM:** Michael G. Heckman, Director of Public Works  
**RE:** 2018-2019 Snow Removal Bid Opening Results  
**DATE:** September 5, 2018

---

On August 30, 2018, bids were received for the Upper Uwchlan Township "Snow Removal" contract. A bid session was held at 1:00 p.m., where Steve Poley opened and read all the bids aloud. Steve Poley and Kristin Roth were present for the public opening. There were no contractors or anyone from the public in attendance.

There was only one bidder for the contract, Exton Paving Inc. I have talked to him and he can add another pickup truck if we need it. This does not fulfill our needs but we can adjust.

The bid results are attached. We will hire part-time snow drivers for our small trucks again, which was a big help in past years.

In light of the above, **I respectfully request the awarding of the contract to Exton Paving.**

**ITEM # 1**

1. To **Exton Paving** for 1 six-yard dump truck, with plow and salt spreader equipped truck @ \$200/hour.

**ITEM # 2**

1. To **Exton Paving** for 1 pick-up truck @ \$150/hour.

This is only \$5 more per hour than last year's contract.

Please contact me if you would like to discuss this in further detail.

			BIDDER Exton Paving	BIDDER	BIDDER	BIDDER
			Bid Bond Included <i>Cashiers Check</i>	Bid Bond Included	Bid Bond Included	Bid Bond Included
<b>ESTIMATED HOURS OF USE Per Piece</b>	<b># OF PIECES NEEDED</b>					
100 each	1		<b>1 truck @ \$200.00/hour</b>			
			1987 F700 Ford			
80 each	1		<b>1 truck @ \$150.00/hour</b>			
			2005 GMC 3500			



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisors**

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **SPCA Contract 2019 - 2023**

**DATE:** **September 14, 2018**

---

Attached for your review and consideration is a renewal contract document with the BVSPCA. The Managers consortium and several solicitors, including Upper Uwchlan's, have reviewed and worked with the staff of the BVSPCA to come to terms on this contract. Summary of the contract terms are as follows:

- ✓ Five Year Term – January 1, 2019 through December 31, 2023
- ✓ BVSPCA to provide emergent and non-emergent response and pick-up, care and housing of stray animals.
- ✓ BVSPCA to provide investigation and prosecution of all alleged violations of animal related state and local laws
- ✓ Year one contract fee - \$1639.09
- ✓ Annual increases capped at no greater than 3%
- ✓ Other fees include: Animal Acquisition Fee, Unclaimed Stray Boarding Fee, Activity Fee. Fees for claimed animals are paid by the animal's owner
- ✓ BVSPCA to maintain insurance and name Township as additional insured

**I would respectfully request that the BOS approve the contract as presented and authorize the Township Manager to execute said document.**



## ANIMAL PROTECTIVE SERVICES DIVISION FULL SERVICE CONTRACT 5 YEAR AGREEMENT

Base Line Contract Fee if paid by 01/01/2019:	\$1639.09
Base Line Contract fee if paid after 01/01/2019:	\$1721.04
Base Line Contract Fee if paid after 01/15/2019:	\$1802.99

**To be paid thereafter by January 1<sup>st</sup> of each  
Successive year in the term of this agreement.**

Billing for animal acquisition and housing unclaimed stray animals from \_\_\_\_\_ will be calculated on a monthly basis at a rate of \$109.27 per animal and \$54.63 per unclaimed stray animal. Documentation will accompany billing.

---

Authorized signature for:

---

Date

***Unless other specific arrangements are made, signed contract must be received by January 1, 2019  
to initiate the Full Animal Protective Services Agreement.***

Please sign and return this page and signed contract to:

Brandywine Valley SPCA  
Attn: Manager, Animal Protective Services  
1212 Phoenixville Pike, West Chester, PA 19380



This agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018/2019, by and between the Brandywine Valley Society for the Prevention of Cruelty to Animals, 1212 Phoenixville Pike, West Chester, Pennsylvania, a Pennsylvania non-profit corporation (the "BVSPCA"), and \_\_\_\_\_, the "Municipality").

WHEREAS, the Municipality is statutorily charged with the obligation to care for and control stray dogs within the Municipality's boundaries;

WHEREAS, the BVSPCA has the means to provide that care and control for stray dogs and stray cats, including the requisite knowledge, expertise, personnel, equipment, and legal capacity; and

WHEREAS, in order to humanely, efficiently, and cost-effectively discharge its legal duties to care for and control stray dogs within its boundaries, the Municipality wishes to engage the services of the BVSPCA which includes care and control for both stray dogs and stray cats.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto agree that:

#### **A. Term of the Agreement**

1. The BVSPCA shall commence providing the services specified in this Agreement on the 1<sup>st</sup> day of January, 2019 at 12:01am and shall continue providing said services for period of five (5) calendar years until December 31, 2023 at 11:59pm (the "Term").

#### **B. The Services**

1. Statutes to be enforced: The BVSPCA will take all reasonable actions necessary to enforce within the Municipality's boundaries the following laws:
  - a. the Pennsylvania Dog Law, Act of Dec. 7, 1982, P.L. 784, No. 225, Art. 1, s. 101. et. seq., 3 P.S. § 459-101, et.-seq. (the "Dog Law");
  - b. the Rabies Prevention and Control in Domestic Animals and Wildlife Act, Dec. 15, 1986, P.L. 1610, No. 181 §1 et.-seq., 3 P.S. §455.1 et.-seq.;
  - c. 18 Pa. C.S. §5531 - §5549, relating to Cruelty to Animals; and
  - d. such other statutes or regulations which may impose certain duties with respect to any municipal animal control ordinances, which statutes and regulations the reasonable enforcement of which the Municipality shall delegate in writing to the BVSPCA, and which upon the latter's written acceptance shall also become part of this Agreement.
2. The BVSPCA will not enforce 3 P.S. §459-504 A. related to "Control of Dangerous Dogs" and defers all enforcement of this statute to the local police or State Dog Warden.
3. Assignment of APS Officers: The BVSPCA will assign Animal Protective Services Officers (the "APS Officer") to respond and provide services to the Municipality. It will be at the sole discretion of the BVSPCA how shifts and personnel are assigned. The Municipality acknowledges that the APS Officer will be responsible for providing services to other



municipalities during that shift. The Municipality also understands, acknowledges and agrees that while the BVSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.

4. Acceptance of Stray Animals: The BVSPCA agrees to accept and care for stray dogs and cats (the "Stray Animals") originating from within the Municipality's municipal borders. The BVSPCA shall pick up and transport the Stray Animals to the BVSPCA facility between the hours of 8:30am and 5:30pm seven (7) days per week. The Municipality will ensure that such animals will be confined or restrained in a humane and effective manner prior to the BVSPCA's response to transport said animal(s). Stray Animals accepted will also include those brought to the BVSPCA facility by BVSPCA Animal Protective Services Officers, by the Municipality's designated representative(s), by police officers, by its dog wardens, and by its private citizens.
5. Investigation of Complaints: The BVSPCA shall investigate all complaints of violations of the Dog Law received from the Municipality, its police force or its residents, seven (7) days per week, twenty-four (24) hours per day. The method of this investigation shall be at the sole discretion of the BVSPCA.
6. Emergency Services: The BVSPCA shall provide the Municipality with twenty-four (24) hours per day, seven (7) days per week emergency services, including telephone access to an APS Officer to answer any questions that may arise or to assist with an unexpected emergency. An APS Officer seasonably will respond during non-business hours for animal emergencies and to pick up confined stray animals between the hours of 5:31pm and 8:29am. Emergency calls for service must be initiated by the Municipality, its police officers, or a designated representative of the Municipality. The Municipality understands and acknowledges and agrees that while the BVSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.
7. Resident Calls: The BVSPCA will respond to calls for service from residents originating within the borders of the Municipality. The Municipality will make all appropriate efforts to advise its residents to contact the assigned APS Officer directly to ensure the proper handling of such calls and to provide continuity of service to the Municipality. Contact information for the BVSPCA must be listed on the Municipality's website as the point of contact for animal control services. Calls for service are not to be sent through County dispatch channels.
8. Issuance of Citations and Warrants: The BVSPCA and its APS Officers will work diligently to be pro-active in response to the enforcement of State and local laws. The BVSPCA and its APS Officers will, at their sole discretion, issue non-traffic citations, Criminal Complaints and warrants for violations of State and local animal control laws, including dog laws, animal control ordinances, and animal cruelty prosecution. To the extent permitted by law, all fines and penalties collected as the result of any service provided by the BVSPCA under this Agreement shall be the property of and transferred



to the Municipality. The only exception to the foregoing shall be if the state, county, or local law enforcement authorities request that the BVSPCA shall hold an animal for the duration of a criminal prosecution involving such animals, in which case the BVSPCA shall be entitled to apply only such fines or penalties to the cost of maintenance or care of such animal(s) by the BVSPCA, with the balance of said fines and penalties being forwarded to the Municipality in question.

9. Abandoned Animals: The BVSPCA will respond to all requests from local police, state constables, and sheriff's deputies of the Municipality, and shall take custody of any animal(s) left inside a residence upon eviction, special circumstances, or other absence of its residents. Said animals will be treated/billed as Stray Animal(s).
10. Community Outreach: In an effort to proactively address the systematic problem of animal neglect and homelessness, the BVSPCA and the Municipality will, from time to time and at their mutual convenience, work together to: (a) educate the public about the value and advantages of spaying and neutering; (b) provide educational outreach programs that seek to enhance relationships between pet owners and their pets and reduce the numbers of animals in distress; (c) educate the public on how to responsibly care for a pet and how to develop a strong owner – animal bond through proper training and behavior modification techniques; (d) raise public awareness of the BVSPCA's services and goals; and (e) participate in community meetings and other public events.

### C. Fees

1. Annual APS Fee: Beginning with the month of January 2019, and thereafter by January 1<sup>st</sup> of each successive year in the Term, the Municipality shall pay the BVSPCA an Annual APS Fee of \$1,639.09 for each contract year. The BVSPCA shall have no obligation to provide any service until it has received the Annual APS Fee in full.
2. Animal Acquisition Fee: The Municipality shall pay the BVSPCA the sum of \$109.27 for each Stray Animal received by the BVSPCA's APS Officers, the Municipality's police officers, code enforcement officers, dog wardens, and residents of the Municipality. The Municipality understands and acknowledges that the Animal Acquisition Fee includes the cost of care for each Stray Animal, including intake, veterinary examinations, medication, vaccinations, boosters, behavioral assessment, food, bedding, sanitation, utilities, and the per diem cost of shelter staff. The Municipality shall pay the BVSPCA foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
3. Activity Fee: The Municipality shall pay an Activity Fee to the BVSPCA in the sum of \$43.70 for addressing the Municipality's animal control services including the actual pick up of Stray Animals. The Activity Fee will be assessed for each "Call for Service" received by the BVSPCA and its APS Officers, including those directly related to the capture of Stray Animals. A "Call for Service" is defined as an assignment given to an APS Officer that requires the APS Officer's presence to investigate, resolve, correct, or



assist in a particular situation, including but not limited to each Stray Animal transport; health and welfare checks; animal attacks/bite investigations; enforcement of State/local laws and ordinances; animal cruelty complaints and investigations; addressing resident calls for animal control services other than the actual pick up of Stray Animals including in-field follow up; agency assist; court appearances; and dispute resolution. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.

4. Unclaimed Stray Boarding Fee: The Municipality shall pay the BVSPCA the sum of \$54.63 for each *unclaimed* Stray Animal originating from within the Municipality's borders including those brought to the BVSPCA facility by an APS Officer, the Municipality's police officers, code enforcement officers, dog wardens, and residents of the Municipality. An "unclaimed Stray Animal" is defined as a Stray Animal received by the BVSPCA that was not reclaimed by the owner prior to the end of the mandatory forty-eight (48) hour holding period for Stray Animals. If a Stray Animal is reclaimed by the owner prior to the end of the mandatory forty-eight (48) holding period for Stray Animals, the BVSPCA agrees to pass this expense onto the owner of the Stray Animal. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
5. Emergency Fee: The Municipality shall pay the BVSPCA the sum of \$109.27 for each after-hours emergency service provided. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
6. Annual Fee Increase: Each of the fees named in paragraphs C.1 – C.5 above shall be subject to an annual increase of three percent (3%) as of every January 1<sup>st</sup> after the first year of the Agreement.

#### **D. Other Provisions**

1. BVSPCA Employees: The BVSPCA is an independent contractor to the Municipality and none of its agents, officers, or employees shall be construed as, or represent themselves as, employees of the Municipality. The BVSPCA shall be responsible for workers' compensation insurance for its employees, including the APS Officers, as well as insurance for its vehicles and equipment. A certificate of insurance coverage for the foregoing shall be provided by the BVSPCA to the Municipality within thirty (30) days of acceptance and execution of this Agreement and payment in full.
2. General Liability Insurance: For the purpose of this Agreement, the BVSPCA shall obtain and maintain, at no charge to the Municipality, the following insurance coverages in not less than the following amounts and terms:
  - a. Comprehensive General Liability Insurance on a broad form occurrence basis with a limit of not less than \$1,000,000 per occurrence, and for not less than the Life of this Agreement;



- b. The policy of insurance shall name the Municipality as a named additional insured;
  - c. Not later than the execution of this Agreement, the BVSPCA shall provide proof of insurance to the Municipality, evidencing the coverage of the Municipality under the policy described above and according to the above terms.
3. Termination in the event of circumvention of the Agreement: The Municipality understands and acknowledges that the BVSPCA has the right to terminate this Agreement if it learns that Stray Animals are being taken to a different location other than a BVSPCA facility in an attempt to circumvent calling the BVSPCA and/or incurring the fees outlined in Section C above.
4. Removal of Dead Animals: The BVSPCA shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.
5. Billing: The BVSPCA shall submit monthly invoices to the Municipality for services rendered and Stray Animal(s) acquired. Appropriate documentation will accompany billing. All invoices must be paid within thirty (30) days of the date of the invoice. Failure to timely pay any invoice may result in suspension of services or termination of the Agreement, at the sole discretion of the BVSPCA.
6. Payment upon termination by the Municipality: The Municipality understands and acknowledges that in order to voluntarily terminate this Agreement before its normally-scheduled ending date, the Municipality must pay a total amount of nine (9) months of service fees, based on the average monthly fees of that Municipality within the last six (6) months of services provided by the BVSPCA.
7. Notices: Any notice given under this Agreement shall be in writing and shall be sent by registered mail, certified mail, postage prepaid, return receipt requested, or by guaranteed overnight delivery service. Notices shall be addressed as follows:

*If to the BVSPCA:*

Adam Lamb, Chief Executive Officer  
Brandywine Valley SPCA  
1212 Phoenixville Pike  
West Chester, PA 19380



*If to the Municipality:*

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

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

Street: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

8. Non-Assignability: This Agreement may not be assigned or transferred to either Party without the written consent of the other. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger (of any kind), consolidation, dissolution, operation of law, or any other manner. Notwithstanding the foregoing, either Party may assign its rights under this Agreement without the prior written consent of the other in connection with a sale of its business as a whole or substantially all of the assets of its business. Any purported assignment of rights in violation of this Section is void.
9. Entire Agreement: This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all existing and all other oral, written, or other communications between the Parties concerning this subject matter.
10. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
11. Modifications only in writing: This Agreement may be modified only by a subsequent writing signed by both Parties.
12. Invalidity of any provision: If any provision of this Agreement (or any portion thereof) is invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement will not be affected or impaired.
13. Headings: The headings in this Agreement are intended for convenience of reference and will not affect interpretation.
14. Waiver: Any waiver by a Party in writing of any of that Party's obligation hereunder, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.
15. Governing Law; Venue: This Agreement, its validity, construction, and performance shall be governed by, and construed in all respects under, the laws of the



Commonwealth of Pennsylvania without regard to the laws that would otherwise apply under applicable choice-of-law principles.

16. Dispute Resolution: If there is any dispute regarding this Agreement that cannot be amicably resolved by the undersigned Parties, then said dispute shall be resolved by a mandatory binding arbitration pursuant to the rules of the American Arbitration Association, with the locale of said arbitration to be in West Chester, Chester County. The substantially prevailing party in such arbitration shall be awarded its reasonable counsel fees and its share of the AAA filing fees. The arbitration award may be thereafter entered in any county, state, or federal court.
17. Authorization to Bind: The undersigned officer, agent, or employee of the Municipality represents and warrants that s/he has the authority to contract and bind the Municipality.

IN WITNESS WHEREOF, the undersigned Parties, intending to be legally bound hereby, have hereunto set their hands and seals as of the date first set forth above.

FOR THE BRANDYWINE VALLEY SPCA:

---

signature

---

printed name

---

title

---

date

FOR THE MUNICIPALITY:

---

signature

---

printed name

---

title

---

date



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisors**

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **Congestion Mitigation and Air Quality Improvement Program (CMAQ) Reimbursement Agreement**

**DATE:** **September 14, 2018**

---

In preparation for the bid process and subsequent start of construction on the Park Road Reconstruction and Trail Project, I have attached a CMAQ Reimbursement Agreement for your consideration and approval. The project consists of the construction of approximately 4,400 linear feet (0.83 miles) of a 6-foot wide pedestrian trail along Park Road, connecting the Marsh Creek State Park to Hickory Park. The trail will consist of pervious asphalt pavement with concrete Americans with Disabilities Act (ADA) curb ramps at intersections, major driveways and at mid-block crossings, meeting all applicable federal, state and local ADA guidelines. The pervious asphalt pavement will be installed to control the increase in storm water runoff for the project. Existing conditions on Park Road include two 12-foot lanes travel lanes and variable shoulder widths. The total cart-way width is variable in width ranging from 25-feet to 33-feet. The average cart-way width is 28-feet. The project will include the following roadway improvements: (1) reducing the cart-way width to 26-feet, which includes one 12-foot eastbound curbed lane and one 10-foot westbound lane with a 4-foot shoulder, by shifting the eastbound edge of road (trail side) toward the centerline approximately 1-feet to 2-feet, adjusting the road crown, and resurfacing the roadway; (2) installing standard concrete curb along the eastbound edge of road (trail side), along with new storm water facilities; and (3) installing a 6-foot wide pedestrian trail separated from the roadway by a 2-foot wide grass strip in curbed sections and a 5-foot wide grass buffer zone in non-curbed sections.

The project budget currently stands at \$2.8 million, funded by a CMAQ grant and capital expenditures. Project advertising is expected in the near future with construction expected to begin Winter, 2019.

**I would respectfully request that the BOS approve the attached agreement as presented and authorize the Township Manager to execute said document.**

EFFECTIVE DATE \_\_\_\_\_  
 (PennDOT will insert)  
 COUNTY Chester  
 MUNICIPALITY Upper Uwchlan Township

AGREEMENT NO. 0621106  
 FEDERAL ID NO. 23-2407009  
 SAP VENDOR NO. 127733  
 MPMS NO. 71198

**CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM  
 FEDERAL-AID REIMBURSEMENT AGREEMENT**

This Congestion Mitigation and Air Quality Improvement Program Federal-Aid Reimbursement Agreement ("Agreement") is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT"),

a n d

Upper Uwchlan Township, Chester County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("Sponsor").

**BACKGROUND**

The current federal transportation legislation, authorizes and appropriates federal-aid highway funding for the Congestion Mitigation and Air Quality Improvement ("CMAQ") Program, which provides for the establishment and implementation of projects likely to contribute to either (i) the attainment of national ambient area air quality standards or (ii) the maintenance of national ambient air quality standards in a maintenance area.

The Sponsor has signified its willingness to participate in, and PennDOT has approved the Sponsor's application for a project under the CMAQ Program, in accordance with the terms, conditions and provisions set forth below.

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

- 1. General Provisions.** The Sponsor, subject to reimbursement or other payment procedures as provided in this Agreement and further explained in Exhibit A, attached to and made a part of this Agreement, shall participate in the design and construction of the improvements constituting the project at the following location (the "Project") in accordance with plans, policies, procedures and specifications prepared and/or approved by PennDOT and the FHWA, where applicable:

**Type of Improvement and Location**

The project will consist of the construction of approximately 4,400 linear feet (0.83 miles) of a 6-foot wide pedestrian trail along Park Road (T-523) in Upper Uwchlan Township. The trail will traverse from Marsh Creek State Park to Hickory Park. The trail will consist of pervious asphalt pavement with concrete Americans with Disabilities Act (ADA) curb ramps at intersections, major driveways and at mid-block crossings will meet all applicable federal, state and local ADA guidelines. The pervious asphalt pavement will be installed to control the increase in storm water runoff for the project. The existing Park Road has two 12-foot lanes and variable shoulder widths. The total cart-way width is variable in width ranging from 25-feet to 33-feet. The average cart-way width is 28-feet. The project will include the following roadway improvements:

- (1) reducing the cart-way width to 26-feet, which includes one (1) 12-foot eastbound curbed lane and one (1) 10-foot westbound lane with a 4-foot shoulder, by shifting the eastbound edge of road (trail side) toward the centerline approximately 1-feet to 2-feet, adjusting the road crown, and resurfacing the roadway;
- (2) installing standard concrete curb along the eastbound edge of road (trail side), along with new storm water facilities; and
- (3) installing a 6-foot wide pedestrian trail separated from the roadway by a 2-foot wide grass strip in curbed sections and a 5-foot wide grass buffer zone in non-curbed sections.

## 2. Design.

- a. **Preconstruction Activity.** The Sponsor, with its own forces or by contract, shall design the proposed Project, at its sole cost and expense, without federal-aid participation. The design costs are part of the preconstruction activities for which the Sponsor is financially responsible, as provided in Subsection 10(a) below.
- b. **Design Specifications.** The design shall be in accordance with plans, policies, procedures, criteria and specifications prepared or approved by PennDOT and the FHWA, including, but not limited to, the provisions of the current PennDOT Design Manual; PennDOT's Bureau of Design Specifications for Consultant Agreements, Form No. 442, Division I; PennDOT Specifications, Publication 408 Specifications (current edition), its amendments and supplements (collectively, "Publication 408 Specifications"); PennDOT Publication 13M - Design Manual Part 2 (DM-2); the American Association of State Highway and Transportation Officials ("AASHTO") Guide for Development of Bicycle Facilities, 4<sup>th</sup> Edition; and the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities.
- c. **Approvals, Permits, and Licenses.** The Sponsor shall secure and comply with all necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the Project. This obligation shall include the responsibility for the preparation or revision of environmental impact statements, environmental assessments, categorical exclusions, environmental reports or other documents required by law or environmental litigation; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At

PennDOT's request, the Sponsor shall furnish to PennDOT, prior to advertising and letting the Project, evidence of the approvals, permits, licenses and approved environmental documents.

3. **Utility Considerations.** The Sponsor shall furnish Project plans to utilities known to have facilities within the Project limits and to all other utilities discovered within the Project limits.

a. **Relocation or Adjustment.** The Sponsor shall arrange for any necessary relocation or adjustment for all utility facilities and notify each utility company to relocate any affected facilities to accommodate the construction of the Project. The Sponsor, with PennDOT's guidance, shall make these arrangements in accordance with FHWA requirements and PennDOT's requirements. If any affected utility claims that the Sponsor is responsible for reimbursing the affected utility for its relocation costs under state or local laws in existence as of the effective date of this Agreement, the Sponsor shall furnish PennDOT with a detailed cost estimate prepared by the utility and documentation justifying the Sponsor's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. PennDOT, after review and approval of the cost estimates and documentation, shall draft the necessary reimbursement agreement to be entered into between the Sponsor and the utility. PennDOT shall submit the reimbursement agreement to the Sponsor for execution.

b. **Utility in Right-of-Way.** Where the Sponsor owns or operates the existing utility facilities, the Sponsor shall prepare the standard document provided by PennDOT, which shall be submitted in addition to the above documentation. This document acknowledges that the utility facilities are located in the right-of-way and that the relocation costs are Project-eligible costs. If the Sponsor -owned or -operated utility facilities are located within

PennDOT's right-of-way, PennDOT will not share in the relocation costs pursuant to Section 412.1 of the State Highway Law, as amended, 36 P.S. § 670-412.1.

- c. **Utility Clearance Assurance.** Prior to advertising the Project for letting, the Sponsor, on forms provided by PennDOT, shall furnish a utility clearance assurance statement attesting that all arrangements have been made for the relocation of all known facilities affected by the Project in accordance with PennDOT Design Manual Part V. The statement shall be supported by a description of the written arrangements made with the utilities for the relocation of facilities in a manner that will not impede Project construction.
- d. **Federal-Aid Policy Guide.** The Sponsor in conjunction with PennDOT agrees that all utility facilities transferred to or remaining at a location within the right-of-way of a federally-aided highway shall be accommodated in accordance with the provisions of the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645 and all amendments thereto.
- e. **Financial Responsibility.** The Sponsor shall assume sole financial responsibility for utility relocation activities, without federal-aid participation. The utility relocation costs are part of the preconstruction activities for which the Sponsor is financially responsible, as provided below in Subsection 10(a) below.
- f. **Abandonment.** If the Sponsor exercises its option under Section 13 below, and abandons the Project after any utility has been authorized to proceed with its relocation work, the Sponsor, at its sole cost and expense, hereby agrees to reimburse the utility for its actual and related indirect costs and expense of work actually completed at the time of notification of the

abandonment, plus any additional expenses incurred by the utility in restoring its system to normal operating conditions.

4. **Application to Pennsylvania Public Utility Commission.** The Sponsor, as necessary, shall make such applications to the Pennsylvania Public Utility Commission (“Commission”) as are required for the construction and completion of the Project and shall present this Agreement into evidence before the Commission with the request that the Commission allocate costs for said Project in accordance with this Agreement. If the Commission, by order, allocates costs to PennDOT as a result of such application, the Sponsor agrees to reimburse PennDOT in full for the costs allocated to PennDOT.
5. **Contract Development.**
  - a. **Plans, Specifications, and Estimates.** The Sponsor shall, by contract or with its own forces, be responsible for preparation of all plans, specifications and estimates (“P.S.&E.”) for the Project. PennDOT's list of the essential documents to be prepared by the Sponsor, entitled “Plans, Specifications, Estimates and Bid Proposal Package,” is attached to and made part of this Agreement as Exhibit B. All work shall be in conformance with applicable state and federal laws and requirements, including, but not limited to, those outlined in the Federal-Aid Policy Guide, Chapter I, Subchapter G and the most current version of the *Stewardship and Oversight Agreement Between the FHWA and the DEPARTMENT*.
  - b. **Prequalification.** All bid documents shall require that the contractor be prequalified by PennDOT, unless PennDOT, in writing, waives prequalification.

c. **Bid Documents.** Upon completion of all required bid documents, the Sponsor shall submit them to PennDOT for review and approval. PennDOT, after FHWA authorization of the Project, approval of a right-of-way certification (if applicable), approval of a utility clearance assurance statement, completion of P.S.&E. review and satisfactory resolution of any comments, shall prepare the bid proposal documents required to bid the Project, subject to reimbursement by the Sponsor for the costs incurred by PennDOT for preparation (except where the Sponsor is allowed to handle bidding and award itself, as provided in Section 8 below, in which case the Sponsor shall be responsible for preparing all bid proposal documents), and then shall issue an authorization to advertise for bids. PennDOT must review and approve any addenda to the approved bid documents prior to their issuance to prospective bidders. Issuance of addenda shall occur no later than seven (7) calendar days before the proposed bid opening.

## 6. Occupancy Rights.

- a. **Public Use.** The Sponsor shall ensure that it has the right to occupy the area of the Project for purposes of constructing and maintaining the Project and that the public has a right to enter and use the area of the Project for a sufficient time after completion of construction, to justify the expenditure of public funds on the Project. This right of occupancy by the Sponsor and continued use by the public may be shown by deed of fee simple or easement; by right-of-way, lease or license agreement; or by any other means found acceptable to PennDOT. PennDOT reserves the right to seek any federal funds expended if the Sponsor prematurely terminates the public's right to enter and use the Project.
  
- b. **Documentation.** Upon request from PennDOT, the Sponsor shall provide information necessary to document the right to occupy the area of the

Project for construction, maintenance and use. The Sponsor shall also supply any additional information as deemed necessary by PennDOT for this purpose. This may include the creation of a plan showing all property acquired by the Sponsor 's predecessors in title, including a designation of the nature of the predecessors' interests (i.e., whether in fee or easement) and a notation of where the instruments conveying those interests are located. The Project will not advance to the final design phase until PennDOT is satisfied that the Sponsor has proven appropriate interest in all affected property.

## 7. Right-of-Way Acquisition.

- a. **Publication 740.** The Sponsor shall ensure that all additional right-of-way necessary to construct this Project shall be acquired in accordance with all applicable federal and state laws, policies and procedures, as detailed in PennDOT Publication No. 740, Local Project Delivery Manual ("Publication 740").
- b. **Plan.** The Sponsor shall acquire all necessary right-of-way by gift, agreement, dedication, purchase, or condemnation. The amount of right-of-way required for the Project shall be shown on a plan, which shall be prepared in accordance with policies, procedures, criteria and specifications prepared or approved by PennDOT and the FHWA, including, but not limited to, the provisions of the current PennDOT Design Manual.
- c. **Acquisition Costs.** The Sponsor, subject to possible reimbursement from the FHWA, shall be responsible for all negotiations, defense of all claims and initial payment of all property damages or right-of-way costs resulting from any acquisition and condemnation. The Sponsor shall strictly comply

with all applicable right-of-way acquisition procedures set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the current PennDOT Right-of-Way Manual and its amendments; and the Federal-Aid Policy Guide. Acquisition costs shall include, but shall not be limited to, payment of claims of affected property owners; photographic, appraisal and engineering services; title reports; counsel fees; expert witness fees required for the adjudication of all property damage claims; transcripts of testimony before the board of view; and all record costs, including printing costs, in case of appeal to an appellate court.

- d. **Financial Responsibility.** The Sponsor shall assume sole financial responsibility for right-of-way acquisition activities, without federal-aid participation. The right-of-way acquisition costs are part of the preconstruction activities for which the Sponsor is financially responsible, as provided in Subsection 10(a) below.
- e. **Original Use.** The Sponsor agrees that any real property acquired with funds provided under this Agreement shall be managed in accordance with the property management requirements provided in 23 C.F.R. Part 710, Subpart D. Any use of the property for purposes other than that for which the funds were provided must be consistent with the continuation of the original use. If the original use of the real property is converted by sale or lease to another use inconsistent with the original use, the Sponsor shall pay any amounts obtained for that conversion to PennDOT.

8. **Letting and Award.**

- a. **Advertisement.** Except as provided in subsection (c) below, relating to paper lets, PennDOT shall advertise for bids, open bids and with the

concurrence of the Sponsor (which will indicate its concurrence electronically) award the construction contract in the name of the Sponsor, all in accordance with Publication 740. The Sponsor shall enter into and execute the contract with the successful bidder electronically through PennDOT's Engineering and Construction Management System ("ECMS"). Following coordination with the Sponsor, PennDOT shall issue the notice to proceed through ECMS to the contractor.

- b. **Business Partner Agreement.** If the Sponsor has not already executed a Business Partner Agreement and registered with PennDOT as a business partner in order to access ECMS, the Sponsor must execute a Business Partner Agreement with PennDOT in order to obtain such access prior to the Project's being advertised.
- c. **Paper Let.** In those limited instances where the Sponsor has requested and received from PennDOT approval to conduct a paper let instead of having the Project administered through ECMS, letting and award shall be in accordance with PennDOT policies and procedures applicable to projects not administered in ECMS.

## 9. Inspection.

- a. **Inspection Services.** The Sponsor, with its own forces or by contract, shall provide staff to inspect and supervise all construction work in accordance with the approved plans and specifications, including, but not limited to, the Publication 408 Specifications, and to assure that all work is in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 635, entitled "Construction and Maintenance." PennDOT will oversee the Project but will not provide inspection services unless the parties, by mutual consent, specifically agree for PennDOT to provide inspection

services. If the parties agree that PennDOT will provide inspection services, those costs will be included in the budget for the Agreement, as detailed in Exhibit A.

- b. **Allowable Costs.** Allowable construction engineering costs may include such work items as inspection, certification and test of materials and surveys in accordance with the Federal-Aid Policy Guide, Chapter I and 23 C.F.R. § 1.11. Such costs are eligible for federal participation only to the extent that they are directly attributable and properly allocable to the Project.

## 10. Payment Procedures.

- a. **Manner of Payment.** Subject to the terms set forth in this Agreement and in conformance with the policies adopted by PennDOT, PennDOT, from funds allocated for this purpose by the FHWA, to the extent that such funds are first made available by the FHWA to PennDOT, shall make payment to the Sponsor in the following manner:

The Sponsor shall assume financial responsibility for the cost of all preconstruction activities, using funds, in-kind contributions or both, as specified below, and PennDOT shall reimburse one hundred percent (100%) of the allowable construction costs of the Project, totaling three million dollars (\$3,000,000.00).

- b. **Certification of Funds.** The Sponsor, by executing this Agreement, certifies (1) that it has on hand, or will obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement, to the extent that they are not satisfied by in-kind contributions as described below in subsection (h), and (2) that it, and not PennDOT, shall provide all funds needed to pay any

costs incurred in excess of those costs eligible for federal-aid participation and shall bear all such excess costs. The Sponsor shall be solely responsible for one hundred percent (100%) of this portion of the total Project costs. The Sponsor may use any combination of funds from its own budget or outside sources, whether public or private.

c. **Invoices.** The Sponsor, for the purpose of reimbursement, shall submit to PennDOT on a monthly basis, through PennDOT's local Engineering District Office, certified periodic (maximum of two (2) per month) invoices for:

- i. allowable costs for work performed by the Sponsor 's forces on the Project; and
- ii. work performed on the Project by the Sponsor's contractors(s) or consultant(s).

d. **Verification of Payment.** The Sponsor shall include with the invoices the verification of payment of the contractor(s) or consultant(s) doing work for the Sponsor, by means of a copy of the check, certified letter from the company acknowledging payment or other proof.

e. **Office of Comptroller Operations.** Upon approval of the invoice, PennDOT shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, federal project number, federal and state percentages, and invoice amount, together with a copy of the payment estimate.

f. **Invoices to FHWA.** PennDOT shall submit these certified invoices to the FHWA for payment. As FHWA funds are made available, PennDOT shall reimburse the Sponsor for the proportionate share of the approved charges.

- g. **Record-Keeping Obligation.** The Sponsor shall, as part of its record-keeping obligation, maintain records of receipt and payment of such funds. Failure to comply with this subsection shall be a default for purposes of Section 16.
- h. **Excess Costs.** The Sponsor shall be responsible for all costs incurred in excess of those eligible for federal-aid participation, including, but not limited to, any and all costs relating to or resulting from changes to the approved plans or specifications, time delays and extensions of time or termination of construction work, interest for late payments or for money borrowed to finance the Project (inasmuch as interest paid by the Sponsor is not federally reimbursable), unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation of lands for the Project and for the construction of the improvements, unforeseen utility relocation costs, unforeseen costs for environmental litigation and reports, and all other unforeseen costs and expenses not included in the estimates of design, utility relocation, construction and right-of-way acquisition costs, but which are directly related to or caused by the planning, design, or construction of the Project. This provision shall not preclude the Sponsor from modifying the scope of the Project, with the approval of PennDOT, in the event that the costs exceed the available funds.
- i. **Default of Payment.** If those costs incurred by PennDOT, including, but not limited to, costs relating to administrative and oversight activities, appear on Exhibit A as being reimbursable from federal funds as eligible Project costs, PennDOT shall charge such costs directly to the Project automatically through the federal-aid billing system; and the FHWA will reimburse these costs directly to PennDOT. If a portion of these costs appears on Exhibit A as the responsibility of the Sponsor in accordance with subsection (b) above, PennDOT shall invoice the Sponsor. Failure by the Sponsor to reimburse

PennDOT within thirty (30) days of receipt of PennDOT's invoice shall cause the Sponsor to be in default of payment. In the event of such default, PennDOT may, in its sole discretion, consider the Project to be abandoned by the Sponsor, whereupon the Sponsor shall be obligated to reimburse all FHWA and PennDOT funds in accordance with Section 13 below.

- j. **Extra Work.** PennDOT shall not reimburse any additional or extra work done or materials furnished, not specifically provided for in the approved plans and specifications, unless PennDOT has first approved such additional or extra work or materials in writing. Any such work done or materials furnished without such written approval first being given shall be at the Sponsor 's own risk, cost and expense.

- k. **Automated Clearing House Network.** Because PennDOT will be making payments under this Agreement through the Automated Clearing House Network ("ACH"), the Sponsor shall comply with the following provisions:

- i. PennDOT will make payments to the Sponsor through ACH. Within 10 days of executing this Agreement, the Sponsor must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTEnrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTEnrollmentform.pdf)) and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - ii. The Sponsor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the

Commonwealth of Pennsylvania's ACH remittance advice to enable the Sponsor to properly apply the state agency's payment to the respective invoice or program.

It is the responsibility of the Sponsor to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

k. **Final Invoices.** The Sponsor shall submit its final invoices for reimbursement of the items set forth in subsection (c), above, to PennDOT within nine (9) months of the acceptance of the Project. If the Sponsor fails to submit its final invoices within this nine- (9-) month period, it may forfeit all remaining federal financial participation in the Project.

## 11. Amendments.

a. **Letter of Amendment.** If the cost for any phase of the Project listed in Exhibit A is blank, or the cost of any phase increases, causing the overall Agreement cost to increase, the parties must execute a letter of amendment that will include a revised Exhibit A. Adequate funds must be available before the parties execute a letter of amendment. The letter of amendment is not effective until duly authorized representatives of PennDOT, the Sponsor, the Office of Chief Counsel, and the Office of Comptroller Operations sign and date the letter of amendment. A sample letter of amendment is attached as Exhibit C and made part of this Agreement.

b. **Letter of Adjustment.** The parties may revise any line item amounts set forth in Exhibit A by means of a letter of adjustment provided that the total estimated cost of the Project and the scope of work remain unchanged as a result of such

revisions. A sample letter of adjustment is attached as Exhibit D and made part of this Agreement. The letter of adjustment shall include as an attachment a revised version of Exhibit A incorporating the revisions. A letter of adjustment shall not be effective until signed and dated by duly authorized representatives of the Sponsor, PennDOT, the Office of Chief Counsel, and the Office of Comptroller Operations.

- c. **Standard Provisions.** If there are changes to any Standard Provisions that need to be addressed at the time of a letter amendment, as described in subsection (a) above, the parties can incorporate those revised or updated Standard Provisions by noting the incorporation and attachment of such Standard Provisions to such letter of amendment. For the purposes of this subsection, Standard Provisions consist of those provisions, exhibits or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to: Americans with Disabilities Act; Right-to-Know Law; Contractor Integrity; Contractor Responsibility; Offset; Federal Nondiscrimination; Disadvantaged Business Enterprise Regulatory Compliance Requirements; Disadvantaged Business Enterprise Assurance; Lobbying; Title VI Assurances and Federal Audit Requirements. Changes that would otherwise require only a letter adjustment as detailed in subsection (b) above will need a letter amendment as detailed in subsection (a) above if one of these Standard Provisions described herein needs updating.

## **12. Records and Audit Requirements.**

- a. **Maintenance of Records.** The Sponsor shall maintain, and it shall require its consultant(s) and contractor(s) to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred

in the Project and shall make such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to FHWA, for inspection or audit by PennDOT, the FHWA or any other authorized representatives of the state or federal government; and copies shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time shall be kept for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

- b. **Audit Clause.** As specified by the Federal Office of Management and Budget, the Sponsor agrees to satisfy the audit requirements contained in the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501 *et seq.*, and, for this purpose, to comply with the current version of the Audit Clause to Be Used in Agreements with Subrecipients Receiving Federal Awards from the Commonwealth, which is attached to and made part of this Agreement as Exhibit E. As used in the Audit Clause, the term "Subrecipient" means the Sponsor.
13. **Abandonment or Postponement of Project.** In the event that the Sponsor abandons or indefinitely postpones the Project, it may terminate this Agreement by sending PennDOT a thirty- (30-) day written notice of termination, with the understanding that, since the FHWA will not participate in any costs of a Project that is not completed and since PennDOT must be reimbursed for all costs incurred by it for the Project, the Sponsor shall reimburse PennDOT, within thirty (30) days of receipt of a statement from PennDOT, in an amount equal to the sum of (i) all FHWA funds received by the Sponsor for return to the FHWA, (ii) all FHWA funds paid to PennDOT for work performed under this Agreement for

return to the FHWA and (iii) all costs incurred by PennDOT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the FHWA or the Sponsor.

#### 14. Maintenance and Operation of Improvements.

X

**The following requirements apply when the Project's improvements are located within the Sponsor's road or right-of-way:**

- a. **Maintenance.** The Sponsor, at its sole cost and expense, shall operate and maintain, all of the completed Project improvements financed under this Agreement that fall within its jurisdiction. The Sponsor certifies that it shall make available sufficient funds to provide for the described maintenance program. Exhibit F, attached to and made a part of this Agreement, lists the minimum maintenance requirements that the Sponsor must satisfy to ensure an acceptable level of physical integrity and operation consistent with original design standards.
- b. **Methods of Operation and Maintenance.** PennDOT, in concurrence with the FHWA, when applicable, shall determine the existence of acceptable methods of operation and maintenance. These operation and maintenance services shall include, but not be limited to, the following:
  - i. Periodic inspections;
  - ii. Functional review of traffic operations;
  - iii. Appropriate preventative maintenance, which shall include, cleaning, lubrication and refurbishing of all electrical equipment;
  - iv. A systematic record-keeping system; and

- v. A means to handle the notification and implementation of emergency repairs.
- c. **Compliance with State Law.** The existence of functioning maintenance and operation services shall not exempt the Sponsor from complying with the provisions of the Vehicle Code (75 Pa. C.S. § 101 *et seq.*), as amended, pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*), as amended.
- d. **Statutes, Regulations, or Ordinances.** The Sponsor and PennDOT agree that each party shall administer, enforce and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements. The parties further agree that the enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law, as amended; as well as those ordinances, rules and regulations issued by appropriate governmental agencies in implementation of these statutes. However, both parties understand and acknowledge that PennDOT's roadways are not subject to local ordinances.
- e. **Traffic Controls and Parking Regulations.** The Sponsor acknowledges that the traffic controls and parking regulations necessary to be maintained on these improvements are shown on Exhibit G, attached to and made a part of this Agreement.

f. **Failure to Maintain.** The Sponsor acknowledges that PennDOT may disqualify the Sponsor from future federal-aid or state participation on Sponsor -maintained projects if the Sponsor fails to:

- i. Provide the proper maintenance and operation of the completed improvements; or
- ii. Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.

g. **Withholding of Funds.** The Sponsor agrees that PennDOT shall withhold federal-aid or state funds, or both, until one or both of the following (as applicable) have taken place:

- i. The Sponsor has corrected the operation and maintenance services; or
- ii. The Sponsor has brought traffic operations on improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to PennDOT.



**The following requirements apply when the Project's improvements are located within PennDOT's right-of-way:**

a. **Maintenance and Operation.** PennDOT, as the entity exercising authority and jurisdiction over the roads upon which the Project is being constructed, shall operate and maintain all of the completed improvements financed with federal-aid funds as part of the state highway system, consistent with the requirements of the Vehicle Code, State Highway Law of 1945, and Commonwealth regulations. If there is any signalization, it shall be

maintained and operated by the Sponsor or the municipality where the signalization is located, if the Sponsor is not that municipality, pursuant to a traffic signal permit issued by PennDOT to the Sponsor or the municipality, as the case may be.

- b. **Transfer to Property Owners.** The preceding requirements shall not prevent the Sponsor or the municipality where the Project improvements are located, if the Sponsor is not that municipality, from imposing responsibility for maintenance of improvements constructed pursuant to this Agreement within PennDOT right-of-way on the abutting property owners, if duly enacted municipal ordinances or regulation make abutting property owners responsible for maintenance of the type of improvement. The Sponsor or the municipality, as the case may be, shall diligently and strictly enforce its ordinances or regulations with reference to the affected property owners.



**The following requirements apply when the Project's improvements are not within either the local or PennDOT right-of-way:**

- a. **Maintenance and Operation.** The Sponsor shall operate and maintain, at its sole cost and expense, all of the completed Project improvements financed under this Agreement that fall within its jurisdiction. The Sponsor shall, by contract or with its own forces, perform the maintenance described in Exhibit H, attached to and made part of this Agreement, to ensure an acceptable level of physical integrity and operation consistent with original design standards. The Sponsor certifies that it shall make available sufficient funds to provide the maintenance described in this exhibit. This provision shall not preclude the Sponsor from making arrangements with other governmental bodies or instrumentalities or private parties for

sharing the maintenance responsibilities. However, the Sponsor shall retain primary responsibility pursuant to this subsection.

- b. **Failure to Maintain.** Failure by the Sponsor to fulfill its maintenance responsibilities may result in the loss of future state and federal funds.
- c. **Transfer of Responsibilities.** The Sponsor shall have the right to transfer ownership and maintenance responsibilities for the improvements constructed pursuant to this Agreement, subject to prior approval by PennDOT. PennDOT shall determine the appropriate written documentation required to approve and authorize the transfer of ownership and maintenance responsibilities. PennDOT shall not unreasonably withhold its approval.
- d. **Transfer to Property Owners.** The preceding requirements and authorizations shall not prevent the Sponsor from imposing responsibility for maintenance of the improvements constructed pursuant to this Agreement on the abutting property owners in accordance with duly enacted ordinances or regulations, as amended or supplemented from time to time. The Sponsor shall diligently and strictly enforce its ordinances or regulations with reference to the affected property owners.

## 15. Save Harmless.

- a. **Indemnification.** The Sponsor shall indemnify, save harmless and (if requested) defend the Commonwealth of Pennsylvania, PennDOT, the FHWA, and all of their officers, agents and employees from all suits, actions or claims of any character, name or description, including, but not limited to, those in eminent domain or otherwise relating to title to real property, brought for or on account of any injuries or damages received or sustained

by any person, persons or property, arising out of, resulting from or connected with the planning, development, design, acquisition, construction, completion, occupancy, use, operation or maintenance of the Project or the improvements that it comprises, or any other activities relating to the Project or the improvements that it comprises, by the Sponsor or the Sponsor's consultant(s) or contractor(s) and their officers, agents and employees, whether the same be due to defective title, defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Sponsor or the Sponsor's consultant(s) or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

- b. **Subcontracts.** Additionally, the Sponsor agrees to include in its contract with the Project contractor such insurance and indemnification provisions as may be mutually acceptable to PennDOT and the Sponsor, it being the intention of the parties hereto to have the contractor fully insure and indemnify the Sponsor, PennDOT and FHWA.
- 16. Withholding of Liquid Fuels Funds.** If the Sponsor is a political subdivision and if it fails to perform any of the terms, conditions or provisions of the Agreement, including, but not limited to, any default of payment for a period of thirty (30) days, the Sponsor authorizes PennDOT to withhold so much of the Sponsor's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse PennDOT in full for all costs due hereunder; and the Sponsor does hereby and herewith authorize PennDOT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

**17. Required Contract Provisions.** The parties agree, and the Sponsor shall also provide in its contracts for the Project, that all design, plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general shall, at all times, conform to all applicable federal, state, and municipal laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing and reporting provisions. The Sponsor shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Federal Nondiscrimination and Equal Employment Opportunity Clauses, which are attached to and made part of this Agreement as Exhibit I.

**18. Disadvantaged Business Enterprise Regulatory Compliance Requirements.** The Sponsor shall take the following steps, where applicable, in order to comply with the Disadvantaged Business Enterprise ("DBE") requirements of current federal highway funding authorizations and regulations adopted pursuant thereto:

- a. **Establishment of a DBE Goal.** For federally-assisted transportation-related projects, PennDOT may establish a percentage participation goal. The Sponsor shall work with PennDOT's District Office concerning the necessity of establishing a goal for this Project. If a DBE goal is not applicable, the Sponsor shall comply with the "Disadvantaged Business Enterprise and Small Business Concern Involvement" provision, which is attached to and made part of this Agreement as Exhibit J. If a goal is established, this goal must be attained by the Sponsor's contractor or, in the alternative, a showing of good faith effort must be made. Determination of good faith effort shall be made by the Sponsor and is subject to the concurrence of PennDOT.

b. **DBE Provisions.** The Sponsor shall comply with the following provisions, as applicable:

- i. If the Project requires prequalification, the Sponsor shall comply with "Designated Special Provision 7" of the Publication 408 Specifications, (current edition), which is attached as Exhibit K and made part of this Agreement;
- ii. If the Project is prequalification exempt, the Sponsor shall comply with the "Disadvantaged Business Enterprise Requirements—Prequalification Exempt," which are attached to and made part of this Agreement as Exhibit L; and
- iii. If the Project includes a design component, the Sponsor shall comply with the "DBE Special Requirements—Engineering" which are attached to and made part of this Agreement as Exhibit M.

c. **Certified DBE's.** Only firms that are certified as DBE's by the Pennsylvania DBE Unified Certification Program (PA UCP) as of the date of the bid opening may be used on the Project. The PA UCP maintains a Directory of certified DBE's classified according to the North American Industrial Classification System (NAICS Codes) and this Directory is accessible online at: [www.paucp.com](http://www.paucp.com). Use of any other certification directory for this Project is prohibited.

19. **FHWA Approval.** The parties fully understand and agree that their respective obligations under this Agreement shall be made contingent upon the approvals, prior to commencement of work, of the Project's eligibility for participation in federal funds to the extent of the proportionate share, detailed in Exhibit A; and,

if the FHWA does not give such approval, neither of the parties shall be further obligated by the terms of this Agreement.

20. **Termination.** Because this Agreement is to be funded either partially or completely by federal funds, PennDOT may terminate it if federal funds are not provided to PennDOT for the purposes stated in the Agreement. PennDOT shall affect any such termination by delivery to the Sponsor of a notice of termination specifying the reason for termination and its effective date. PennDOT shall compensate the Sponsor for work performed or services provided in accordance with the terms of this Agreement prior to the date of the notice of termination or such other date as the notice of termination shall specify.
21. **Offset Provision.** The Sponsor agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the Sponsor or its subsidiaries to the Commonwealth against any payments due the Sponsor under any contract with the Commonwealth.
22. **Required Commonwealth Provisions.** The Sponsor shall comply with the following required Commonwealth Provisions (as used in these provisions, "Contractor" refers to the Sponsor):
  - a. The current version of the Contractor Integrity Provisions, which are attached and made part of this Agreement as Exhibit N;
  - b. The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached and made part of this Agreement as Exhibit O; and
  - c. The current version of the Commonwealth Contractor Responsibility Provisions, which are attached and made part of this Agreement as Exhibit P.

**23. Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Sponsor shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit Q and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Sponsor.

**24. Required Disadvantaged Business Enterprise Assurance Provision.**

- a. The Sponsor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Sponsor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Sponsor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  1. Withholding monthly progress payments;
  2. Assessing sanctions;
  3. Liquidated damages; and/or
  4. Disqualifying the contractor from future bidding as non-responsible.
- b. The Sponsor must include the assurance set forth in subsection (a) above in each contract it signs with a subcontractor.

**25. Title VI Assurances.** The Sponsor agrees that, as a condition to receiving federal financial assistance from the United States Department of Transportation through the FHWA, it is subject to and will comply with the Standard Title VI/Non-discrimination Assurances contained in Exhibit R, attached to and made part of this Agreement.

**26. Anti-lobbying Requirement.** Public Law 101-121, Section 319, 31 U.S. Code Section 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan or the entering into of any cooperative agreement. The Sponsor agrees to comply with the Lobbying Certification Form attached to, and made part of, this Agreement as Exhibit S, which an authorized official of the Sponsor has executed.

**27. Federal Funding Accountability and Transparency Act of 2006.** As a subrecipient of federal funding, the Sponsor shall provide to the Commonwealth the information specified in Exhibit T, Federal Funding Accountability and Transparency Act of 2006—Grantee Information, attached to and made part of this Agreement, to ensure that the Commonwealth meets the reporting requirements imposed on it by the Federal Funding Accountability and Transparency Act of 2006. As used in this exhibit, the term “Grantee” refers to the Sponsor.

**28. Resolutions and Ordinances.** The Sponsor shall enact or adopt such ordinances or resolutions as may be necessary to affect the purposes of this Agreement.

**29. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

**30. Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or

circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

31. **No Waiver.** Any party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by any party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
32. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Sponsor and PennDOT, or as constituting PennDOT as the representative or general agent of the Sponsor for any purpose whatsoever.
33. **Assignment.** This Agreement may not be assigned by the Sponsor, either in whole or in part, without the written consent of PennDOT.
34. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
35. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person.

If to PennDOT:

Name: Brian D. Rasiul

Address: 7000 Geerde Blvd., King of Prussia, PA 19406

Email Address: c-brasiul@pa.gov

If to the Sponsor:

Name: Cary B. Vargo

Address: 140 Pottstown Pike, Chester Springs, PA 19425

Email Address: CVargo@upperuwchlan-pa.gov

**36. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**37. Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

**38. Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined below) and shall remain in effect until the Project is complete, unless terminated earlier in accordance with Sections 13, 19, or 20 above, provided that Sections 10, 12, 14, and 15 shall survive expiration of the term of this Agreement. The Effective Date shall be the date that this Agreement is fully executed by the Sponsor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.

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

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

ATTEST:

BY \_\_\_\_\_  
Signature

DATE

Sponsor

BY \_\_\_\_\_  
Signature

DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

---

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO LEGALITY  
AND FORM

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

Date

BY \_\_\_\_\_  
District Executive

DATE

FUNDS COMMITMENT DOCUMENT  
NO. \_\_\_\_\_

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

Date

BY \_\_\_\_\_  
for Comptroller Operations

Date

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

Date

18-007

Agreement No. 0621106 split 100%, expenditure amount of \$3,000,000.00, for federal funds and 0%, expenditure amount of \$0.00, for state funds. The related federal assistance program name and number is Highway Planning and Construction (Highway Bill); 20.205. The state program name and SAP fund is N/A; N/A. This section does not affect the costs to the Sponsor.