



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA

FEBRUARY 19, 2019
(Tuesday)
7:00 p.m.

Packet Page 1

I.	CALL TO ORDER	<u>Packet Page #</u>
	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: January 22, 2019 Board of Supervisors Meeting	2
III.	APPROVAL OF PAYMENTS	6
IV.	TREASURER'S REPORT	31
V.	SUPERVISORS' REPORT	
	A. An Executive Session was held February 12, 2019 re: Legal, real estate matters	
	B. Calendar:	
	February 18, 2019 Office Closed - Presidents' Day	
	<i>(There WILL BE trash and recycling services February 18, 2019)</i>	
	March 12, 2019 4:00 p.m. Board of Supervisors Workshop	
	March 18, 2019 7:00 p.m. Board of Supervisors Meeting	
	June 15, 2019 11 th Annual Upper Uwchlan Township Block Party on Route 100	
	 Yard Waste Collection Dates: February 20, March 6, March 20, 2019	
	Do not use plastic bags; place materials curbside the night before to guarantee collection.	
VI.	ADMINISTRATION REPORTS	
	A. Township Engineer's Report	61
	B. Building and Codes Department Report	65
	C. Police Chief's Report	
	D. Public Works Department Report	67
VII.	ADMINISTRATION	
	A. Ordinance Amendments – Consider Adoption	
	1. Fireworks Regulations	69
	2. Septage Management Program	72
	B. Authorize Advertisement of Municipal Solid Waste & Recycling Collection Bid Specifications	97
	C. Cohen Law Group re: Verizon Franchise Agreement – Consider Engagement	120
	D. Rental Agreement – Temporary Structure for Police Department – Consider Approval	137
VIII.	OPEN SESSION	
IX.	ADJOURNMENT	



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS
REGULAR MEETING,

January 22, 2019

7:00 p.m.

DRAFT

Packet Page 2

In Attendance:

Board of Supervisors

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

Township Administration

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

Mrs. D'Amico called the meeting to order at 7:00 p.m., led the Pledge of Allegiance, offered a moment of silence and asked if any attendees were recording the meeting. There were no responses.

Approve of Minutes

Mr. Goncharoff moved to approve the minutes as presented of the December 17, 2018 Board of Supervisors Meeting and Public Hearing and the January 7, 2019 Board of Supervisors Organization Meeting. Mrs. D'Amico seconded and the Motion carried.

Approval of Payments

Mr. Goncharoff moved to approve the payments to all vendors listed January 18, 2019. Mrs. D'Amico seconded and the Motion carried.

Treasurer's Report

Jill Bukata reported the Township's financial condition remains strong. Year to date revenues are 96.6% of the 2018 Budget and expenses are at 94.8%. Earned income tax revenue fell short of the budget, however, we were on Budget overall.

Supervisor's Report

Mrs. D'Amico introduced Kevin Cook, a candidate for the Emergency Management Planning Commission (EMPC). The Board met with Mr. Cook earlier this month to discuss his interest in the EMPC. Mr. Goncharoff moved to appoint Kevin Cook to the EMPC, Mrs. D'Amico seconded and the Motion carried.

Mrs. D'Amico read the published calendar as follows: February 12, 2019 4:00 p.m. Board of Supervisors Workshop; February 12, 2019 6:00 p.m. Public Hearing: Vantage Point Retirement Living; February 18, 2019 Office Closed – Presidents' Day – there will be trash/recycling services; February 19, 2019 (Tuesday) 7:00 p.m. Board of Supervisors Meeting; yard waste collection dates February 6, February 20, March 6.

Administration Reports

Township Engineer's Report

Dave Leh reported that the land development plan for 125 Little Conestoga Road was reviewed by the consultants and the project will require conditional use approval – Profound Technologies is expanding their operations.

Building and Codes Department Report

Al Gaspari reported that 31 building permits were issued in December, totaling \$18,505 in permit fees. The totals for 2018 were 630 permits issued, totaling \$437,589.90 in permit fees. This year is starting off very busy with inspections of new construction, working with FedEx trying to address complaints of overnight noise from the facility, and working on this year's Block Party logistics since the township building will be under construction.

Police Chief's Report

Chief DeMarco reported that the Department handled 1,115 complaints last month. The Department is offering a Pro-Active Parenting Class in February. Topics include controlled-substance abuse, social media, bullying, teen suicide and depression, handling conflict, coping skills and relaxation for parents. The class is full so another will be offered in the near future.

Public Works Department Report

Mike Heckman reported that the Department performed routine maintenance, completed 101 work orders, installed an underground tank for the heaters at Upland Farms Barn, installed a sump pump between fields at Hickory Park, and were out twice recently for salting activity.

Mr. Goncharoff questioned a water/ice hazard on Byers Road. Mr. Heckman has contacted PennDOT.

Land Development

Township Building Renovation/Expansion land Development Plan. Dave Leh presented a land development plan for the township building site to accommodate the expansion of the building. Gilmore & Associates has worked with Hammel Associates, the Architect for the project. Improvements include additional 3,500 SF footprint, extending the ADA ramp, working on traffic circulation—full entrance/exit access via the southern driveway; northern driveway is exit only- 36 parking spaces total, ADA space at the Police Department and at Administration, the storm water basin adjacent to the Police parking, 6' wide walking path along Route 100 which connects the new Park to Dr. Orr's, a 4' wide pedestrian access to the administration entrance from the trail at the rear of the building, landscaping buffer along all frontages.

Existing trees and shrubs will remain to the greatest extent possible. There isn't enough room on the site for all of the trees required plantings; therefore a waiver will be requested to plant the 20 evergreen and 6 deciduous trees on other township properties.

Requested waivers:

1. Landscaping – plant the 26 trees/shrubs on other township properties;
2. Curbing along all parking areas – curbing is not proposed in several spots along the parking areas to allow the storm water to flow directly into the basin. This reduces infrastructure and impervious surfaces;
3. Sidewalk along all parking areas – sidewalks are not proposed along the parking adjacent to Dr. Orr's property and along the Route 100 parking area.
4. Sidewalk width – interior sidewalk width of 5' isn't feasible – proposing 4' width along the building.

Mr. Goncharoff asked where the flag pole would be placed. It will be relocated. Mr. Heckman asked about the sidewalk in front of building. Mr. Leh advised it is 4' wide, tiered, between Administration and the Police Department.

Mr. Goncharoff moved to grant Preliminary/Final Land Development Plan approval to the Plan prepared by Gilmore & Associates dated December 18, 2018 and last revised January 17, 2019, granting the 4 waivers previously discussed, and with the condition that the Township's Historical Commission will review the plan and provide comment for consideration by the Township. Mrs. D'Amico seconded and the Motion carried.

ADMINISTRATION

Township Building Renovation/Expansion Project – Construction Bid Advertisement. Cary Vargo requested authorization to advertise for bids for the construction of the township building renovation and expansion – gutting both levels of the existing building, except the schoolhouse, renovation and the 3-sided addition for 6,074 SF of new space. Mr. Goncharoff moved to advertise for bids for the construction of the renovations and expansion. Mrs. D'Amico seconded and the Motion carried.

Township Building Construction – Project Management. Cary Vargo requested approval of the Contract drafted for full-time construction project management. Boyle Construction quoted \$262,750 to manage the township building renovation and expansion project. Staff interviewed several construction project management firms last year and selected Boyle Construction. The Board met Boyle Construction late last year and the Township Solicitor has been reviewing/revising the Agreement. Mr. Goncharoff moved to approve and execute the Agreement for \$262,750. Mrs. D'Amico seconded and the Motion carried.

Office Space Lease – 415 Eagleview Boulevard. Cary Vargo advised that over several months, Staff investigated a variety of office spaces for the temporary relocation of the Township Office while the existing building undergoes renovation. A 4,164 SF space at 415 Eagleview Boulevard is available for Administration, which is slightly larger than what Administration currently has and all public meetings can be held within this space. The cost is \$24/SF including rent and utilities. The Police Department will temporarily relocate to their facility on Milford Road. The Township Solicitor has reviewed the Lease and this is market rate for the rental. The Board of Supervisors has visited the space and finds it acceptable. Mr. Goncharoff moved to approve and execute the Lease as presented. Mrs. D'Amico seconded and the Motion carried.

Upland Farms Barn Adaptive Reuse - Construction Documents. Cary Vargo requested the Board approve a proposal from Archer & Buchanan to update and complete the construction documents originally drafted in 2012, to adapt the Upland Farms Barn to an accessible public space. Some of the 'cosmetic' improvements have been completed. The construction/renovation plans need to be updated to current codes and finalized. Archer & Buchanan's proposal to finalize the Plans and prepare for construction bids is \$32,500 – pre-construction costs at \$24,000 and construction observation at \$8,500. This expense is included in the 2019 Capital budget. The construction project will occur in 2 phases. Phase 1 includes the installation of restrooms with exterior access, from the Park, accessibility improvements and a new main entry door. Phase 2 includes installation of kitchen/catering areas, interior restrooms, a porch and stairway, roof and exterior restoration.

Mr. Goncharoff moved to accept Archer & Buchanan's \$32,500 proposal as presented. Mrs. D'Amico seconded and the Motion carried.

Ordinance Amendments.

Chief DeMarco introduced an amendment to the Township's Fireworks Ordinance as suggested by the Township Solicitor regarding the sale and storage of fireworks. The State has changed the regulations regarding the temporary structures. The Board is requested to authorize advertisement of the amendment to the Fireworks Ordinance. Mr. Goncharoff moved to authorize the advertisement of the amendment to the Fireworks Ordinance. Mrs. D'Amico seconded and the Motion carried.

Septage Management Ordinance. Cary Vargo introduced a Septage Management Ordinance which provides regulations for on-lot septic systems – requiring they be pumped and inspected every 3 years, which is a best management practice in general. The County Health Department recently reinstated a data management system that the Haulers populate that allows the Township to identify a problem system or regional problem areas. The draft ordinance has been reviewed by the Municipal Authority, their Solicitor, Township Staff and the Township Solicitor. It has been posted on the Township website along with a FAQ sheet. Mr. Goncharoff moved to authorize the advertisement of the Septage Management Ordinance. Mrs. D'Amico seconded and the Motion carried. Mr. Goncharoff suggested that this Ordinance, if/when adopted, should be forwarded to Homeowners Associations who coordinate the maintenance of their Development's on-lot systems.

Disposition of Township Property – Police Vehicle Sale. Chief DeMarco advised that it's time to replace the 2009 Ford Econoline van (VIN #1FTNE14W79DA21588). It's being replaced with a new SUV. Police vehicles are typically offered for public sale. Norristown Borough is interested in purchasing the van. The value has been determined to be in the range of \$6,000-\$7,000. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the sale of the 2009 Ford Econoline van to Norristown Borough in an amount between \$6,000-\$7,000. The Motion carried.

Resolution - Records Disposition. This Resolution states that the Township follows the Pennsylvania Historical and Museum Commission's Municipal Records Manual and lists the records that can be disposed. Staff will properly dispose of records over the next few months, to reduce the amount of records that need to be moved to the temporary office space or to off-site storage. Mr. Goncharoff moved to adopt Resolution #01-22-19-02, Mrs. D'Amico seconded and the Motion carried.

Open Session

No comments were offered.

Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the Meeting at 8:11 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary

Range of checking Accts: **GENERAL** to **GENERAL** Range of check Ids: 49794 to 49878
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
49794	02/19/19	ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY	80.50	1943
49795	02/19/19	AQUAP010 AQUA PA	518.14	1943
49796	02/19/19	ARAMA010 ARAMARK	21.25	1943
49797	02/19/19	ASSOC010 ASSOCIATED TRUCK PARTS	48.39	1943
49798	02/19/19	BERKH030 H.A. BERKHEIMER, INC.	150.00	1943
49799	02/19/19	BIO-ONE BIO-ONE CHESTER COUNTY	875.00	1943
49800	02/19/19	BRANDFLA BRANDYWINE FLAGS	520.00	1943
49801	02/19/19	BRIANOWE BRIAN OWENS	10.00	1943
49802	02/19/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORR!	4,097.50	1943
49803	02/19/19	CCAT0010 CCATO	325.00	1943
49804	02/19/19	CHARLHIG CHARLES A HIGGINS & SONS	18,961.05	1943
49805	02/19/19	CHEST120 CHESTER COUNTY POLICE CHIEFS A	75.00	1943
49806	02/19/19	CINTA010 CINTAS CORPORATION #287	294.88	1943
49807	02/19/19	COLLIFL COLLIFLOWER, INC	79.46	1943
49808	02/19/19	COMCA010 COMCAST	550.91	1943
49809	02/19/19	CRAZYFAC CRAZYFACES	225.00	1943
49810	02/19/19	DELA030 DELAWARE VALLEY HEALTH TRUST	57,068.06	1943
49811	02/19/19	DELCH010 DELCHESTER PUBLIC WORKS ASSOC!	55.00	1943
49812	02/19/19	DEMAR010 JOHN DEMARCO	142.12	1943
49813	02/19/19	DIGITALL DIGITAL-ALLY	645.00	1943
49814	02/19/19	EAGLHARD EAGLE HARDWARE	112.85	1943
49815	02/19/19	GATHE010 BRIAN E, GATHERCOLE	541.50	1943
49816	02/19/19	GIANN010 JEFFREY C. GIANNINI	10.00	1943
49817	02/19/19	GILM0020 GILMORE & ASSOCIATES, INC	2,003.36	1943
49818	02/19/19	GLASG010 GLASGOW, INC.	558.82	1943
49819	02/19/19	GLSAYRE G. L. SAYRE	244.72	1943
49820	02/19/19	GORLASIV GORLA, SIVA	42.48	1943
49821	02/19/19	GUTHL010 GUTH LABORATORIES, INC.	144.55	1943
49822	02/19/19	HATH0010 H.A. THOMSON	100.00	1943
49823	02/19/19	HAWEI010 H.A. WEIGAND, INC.	208.95	1943
49824	02/19/19	HECKMANM MICHAEL HECKMAN	10.00	1943
49825	02/19/19	HELPNOW HELP-NOW, LLC	3,205.38	1943
49826	02/19/19	IACP0010 IACP	190.00	1943
49827	02/19/19	INTER010 INTERCON TRUCK EQUIPMENT	963.90	1943
49828	02/19/19	IRONM010 IRON MOUNTAIN	261.82	1943
49829	02/19/19	JANARTHA JANARTHANAN, BALAJI	61.61	1943
49830	02/19/19	JONESTOM THOMAS S. JONES	256.65	1943
49831	02/19/19	KEENC010 KEEN COMPRESSED GAS COMPANY	21.19	1943
49832	02/19/19	KEMME010 PAULE. KEMME	103.56	1943
49833	02/19/19	KHILNANI KHILNANI, SANJAY	85.12	1943
49834	02/19/19	KIMBALLW KIMBALL MIDWEST	675.32	1943
49835	02/19/19	KMRFLORA KMR FLORAL DESIGNS	140.98	1943
49836	02/19/19	KUCHIMAN KUCHIMANCHI, MURALIDHAR	24.83	1943
49837	02/19/19	KULKARNI KULKARNI, SWAPNIL	5.66	1943
49838	02/19/19	LINESYST BLOCK LINE SYSTEMS	1,011.70	1943
49839	02/19/19	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.	124.62	1943
49840	02/19/19	MCMAH010 MCMAHON ASSOCIATES, INC.	4,689.00	1943
49841	02/19/19	MIKEESTE MIKE ESTERLIS	10.00	1943
49842	02/19/19	NAPA0010 NAPA	170.94	1943
49843	02/19/19	NEGISUSH NEG!, SUSHIL	44.60	1943
49844	02/19/19	NEWH0010 NEW HOLLAND AUTO GROUP	97.98	1943

check#	check Date	vendor	Amount Paid	Reconciled/void	Ref Num
49845	02/19/19	OFFIC020 OFFICE SERVICE COMPANY	159.10		1943
49846	02/19/19	PEC00010 PECO	3,300.17		1943
49847	02/19/19	PENNS030 PA CHIEFS OF POLICE ASSOC	250.00		1943
49848	02/19/19	POLEY005 STEPHEN J, POLEY	10.00		1943
49849	02/19/19	POSITCON POSITIVE CONCEPTS	183.20		1943
49850	02/19/19	POWERDMS POWER DMS, INC,	5,322.80		1943
49851	02/19/19	RIPKA010 KYLE RIPKA	10.00		1943
49852	02/19/19	SCOTTPOT SCOTTIES POTTIES	120.00		1943
49853	02/19/19	SHALLSER SHALLIS SERVICES	530.00		1943
49854	02/19/19	SKYSH00T SKYSHOOTER DISPLAYS BY ZY PYRO	4,725.00		1943
49855	02/19/19	SNAPON01 SNAP-ON TOOLS	806.95		1943
49856	02/19/19	SPANG005 JOSHUA SPANGLER	10.00		1943
49857	02/19/19	STAPLADV STAPLES ADVANTAGE	486.08		1943
49858	02/19/19	STAPLCRP STAPLES CREDIT PLAN	874.32		1943
49859	02/19/19	STRATIX STRATIX SYSTEMS	590.26		1943
49860	02/19/19	STYER010 STYER PROPANE	1,893.78		1943
49861	02/19/19	TIMCONNE TIM CONNOLLY	10.00		1943
49862	02/19/19	TPTRA010 T. P. TRAILERS	690.08		1943
49863	02/19/19	TRIAD010 TRIAD TRUCK EQUIPMENT, INC.	308.00		1943
49864	02/19/19	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO	1,650.00		1943
49865	02/19/19	UUTMU010 UUTMA	214.80		1943
49866	02/19/19	VARGO005 VARGO, CARY	76.93		1943
49867	02/19/19	VERIZ010 VERIZON	486.88		1943
49868	02/19/19	VERIZ020 VERIZON WIRELESS	683.54		1943
49869	02/19/19	VERIZFT0 VERIZON	124.99		1943
49870	02/19/19	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		1943
49871	02/19/19	VERZIPAD VERIZON IPAD	191.95		1943
49872	02/19/19	WGAMERIC WG AMERICA COMPANY	99.91		1943
49873	02/19/19	WIGGISHR WIGGINS SHREDDING	200.00		1943
49874	02/19/19	WITME010 WITMER PUBLIC SAFETY GROUP, INC	843.27		1943
49875	02/19/19	WOLFI010 WOLFINGTON BODY COMPANY, INC,	285.66		1943
49876	02/19/19	YISCO010 VIS/COWDEN GROUP, INC.	893.50		1943
49877	02/19/19	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	577.73		1943
49878	02/19/19	ZMUID005 DANIEL ZMUIDA	10.00		1943

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount void</u>
checks:	85	0	127,700.39	0.00
Direct Deposit:	0	0	0.00	0.00
Total: ==85	0	0	127,700.39	0.00

February 15, 2019
02:30 PM

upper Uwchlan Township
check Payment Batch verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: c Batch Date: 02/19/19 Checking Account: GENERAL G/L credit: Expenditure G/L credit
Generate Direct Deposit: N

check No. PO#	check Date Enc Date	vendor# Item Description	Name	Payment Amt	Street 1 of Address to be printed on check charge Account Description	Account Type	Status	seq	Acct
02/19/19 ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY P. O. BOX 37452									
19-00220	02/19/19	1	pw - cleaner wipes	80.50	01-438-000-200 supplies	Expenditure	Aprv	159	1
				80.50					
02/19/19 AQUAP010 AQUA PA PO BOX 1229									
19-00134	02/19/19	2	twp - water	159.42	01-409-003-360 utilities	Expenditure	Aprv	9	1
19-00134	02/19/19	3	pw - water	163.61	01-409-001-360 utilities	Expenditure	Aprv	10	1
19-00134	02/19/19	4	milford - water	53.00	01-409-004-360 utilities	Expenditure	Aprv	11	1
19-00134	02/19/19	5	hp - water	142.11	01-454-002-360 utilities	Expenditure	Aprv	12	1
				518.14					
02/19/19 ARAMA010 ARAMARK 22512 NE"TWORCK PLACE									
19-00133	02/19/19	1	twp - sweatshirt	21.25	01-401-000-200 supplies	Expenditure	Aprv	8	1
				21.25					
02/19/19 ASSOC010 ASSOCIATED TRUCK PARTS 1075 EAST PHILADELPHIA AVENUE									
19-00132	02/19/19	1	pw - valve	48.39	01-438-000-235 vehicle Maintenance	Expenditure	Aprv	7	1
				48.39					
02/19/19 BERKH030 H.A. BERKHEIMER, INC. ATTN: CORPORATE ACCOUNTING									
19-00204	02/19/19	1	system access/tech support	150.00	01-403-000-450 contracted services	Expenditure	Aprv	148	1
				150.00					
02/19/19 BIO ONE BIO-ONE CHESTER COUNTY 64 E UWCHLAN AVE									
19-00137	02/19/19	1	pd - cleanings	875.00	01-410-000-235 vehicle Maintenance	Expenditure	Aprv	16	1
				875.00					
02/19/19 BRANDFLA BRANDYWINE FLAGS 63 MARCHWOOD ROAD									
19-00136	02/19/19	1	parks - 3 flags	520.00	01-454-001-200 supplies	Expenditure	Aprv	15	1
				520.00					
02/19/19 BRIANOWE BRIAN OWENS									
19-00197	02/19/19	1	meal allowance - snow	10.00	01-438-000-205 Meals &Meal Allowances	Expenditure	Aprv	130	1
				10.00					
02/19/19 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORR! 118 W. MARKET STREET									
19-00135	02/19/19	1	twp - general services	3,907.25	01-404-000-311 Non Reimbursable Legal	Expenditure	Aprv	13	1

February 15, 2019
02:30 PM

Upper Uwchlan Township
check Payment Batch verification Listing

Page No: 2

check No. PO#	check Date Enc Date	Vendor# Name Item Description	Payment Amt	Street 1 of Address to be printed on check charge Account Description	Account Type	Status	seq	Acct
19-00135	02/19/19	2 toll/ewing	190.25	01-404-000-310	Expenditure	Aprv	14	1
			<u>4,097.50</u>	Reimbursable Legal Fees				
02/19/19 CCAT0010 CCATO								
19-00208	02/19/19	1 2019 spring conference	325.00	PO BOX 219 01-401-000-316	Expenditure	Aprv	152	1
			<u>325.00</u>	Training & seminars				
02/19/19 CHARLHIG CHARLES A HIGGINS & SONS								
19-00142	02/19/19	1 traffic light maintenance	1,429.30	PO BOX 647 01-434-000-450	Expenditure	Aprv	23	1
				contracted services				
19-00142	02/19/19	2 traffic light maintenance	370.00	01-434-000-450	Expenditure	Aprv	24	1
				Contracted Services				
19-00142	02/19/19	3 repair from accident	1,545.15	01-434-000-450	Expenditure	Aprv	25	1
				contracted Services				
19-00142	02/19/19	4 repair from ace Aug 2018	15,099.00	01-434-000-450	Expenditure	Aprv	26	1
				Contracted services				
19-00210	02/19/19	1 traffic light - potts/ticonder	517.60	01-434-000-450	Expenditure	Aprv	156	1
			<u>18,961.05</u>	Contracted services				
02/19/19 CHEST120 CHESTER COUNTY POLICE CHIEFS A								
19-00138	02/19/19	1 2019 membership dues	75.00	PO BOX 278 01-410-000-420	Expenditure	Aprv	17	1
			<u>75.00</u>	Dues/subscription/Memb				
02/19/19 CINTA010 CINTAS CORPORATION #287								
19-00143	02/19/19	1 twp - brown mats	73.72	P.O. BOX 630803 01-409-003-450	Expenditure	Aprv	27	1
				contracted services				
19-00143	02/19/19	2 twp - brown mats	73.72	01-409-003-450	Expenditure	Aprv	28	1
				contracted services				
19-00143	02/19/19	3 twp - brown mats	73.72	01-409-003-450	Expenditure	Aprv	29	1
				contracted services				
19-00203	02/19/19	1 twp - brown mats	73.72	01-409-003-450	Expenditure	Aprv	147	1
			<u>294.88</u>	contracted services				
02/19/19 COLLIFL COLLIFLOWER, INC								
19-00139	02/19/19	1 pw - hose, coupler, nipple	79.46	PO BOX 826398 01-438-000-200	Expenditure	Aprv	18	1
			<u>79.46</u>	supplies				
02/19/19 COMCA010 COMCAST								
19-00141	02/19/19	1 pw - internet	198.85	P.O. BOX 70219 01-409-001-450	Expenditure	Aprv	20	1
				contracted services				
19-00141	02/19/19	2 twp - internet	183.85	01-409-003-450	Expenditure	Aprv	21	1
				contracted services				
19-00141	02/19/19	3 upland - internet/voice	168.21	01-454-005-450	Expenditure	Aprv	22	1
			<u>550.91</u>	contracted services				

check No. PO#	check Date Enc Date	vendor# Item Description	Name	Payment Amt	Street 1 of Address to be printed on check charge Account Description	Account Type	Status	seq	Acct
02/19/19 CRAZYFAC CRAZYFACES									
19-00140	02/19/19	1	block party - DEPOSIT	225.00	PO BOX 420444 01-454-001-202 community Day	Expenditure	Aprv	19	1
				<u>225.00</u>					
02/19/19 DELAW030 DELAWARE VALLEY HEALTH TRUST									
19-00145	02/19/19	1	admin	7,181.92	PO BOX 95000-5440 01-401-000-156 Employee Benefit Expens	Expenditure	Aprv	31	1
19-00145	02/19/19	2	pd	26,470.63	01-410-000-156 Employee Benefit Expense	Expenditure	Aprv	32	1
19-00145	02/19/19	3	codes	5,965.23	01-413-000-156 Employee Benefit Expens	Expenditure	Aprv	33	1
19-00145	02/19/19	4	pw	11,860.67	01-438-000-156 Employee Benefit Expense	Expenditure	Aprv	34	1
19-00145	02/19/19	5	pw - facilities	5,589.61	01-438-001-156 Employee Benefit Expense	Expenditure	Aprv	35	1
				<u>57,068.06</u>					
02/19/19 DELCH010 DELCHESTER PUBLIC WORKS ASSOCI									
19-00146	02/19/19	1	pw - dues	25.00	ATTN: ARTHUR ROTHE P.E. 01-438-000-420 Dues and subscriptions	Expenditure	Aprv	36	1
19-00146	02/19/19	2	parks - dues	30.00	01-454-001-420 Dues/Memberships/subscriptions	Expenditure	Aprv	37	1
				<u>55.00</u>					
02/19/19 DEMAR010 JOHN DEMARCO									
19-00158	02/19/19	1	december-january services	142.12	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	65	1
				<u>142.12</u>					
02/19/19 DIGITAL DIGITAL-ALLY									
19-00144	02/19/19	1	pw - charging dock	645.00	PO BOX 413183 01-410-000-260 small Tools & Equipment	Expenditure	Aprv	30	1
				<u>645.00</u>					
02/19/19 EAGLHARD EAGLE HARDWARE									
19-00147	02/19/19	1	upland - broom, pan	16.48	01-454-005-200 supplies	Expenditure	Aprv	38	1
19-00147	02/19/19	2	parks - wetjet pads	8.49	01-454-001-200 supplies	Expenditure	Aprv	39	1
19-00147	02/19/19	3	pw - hardware	1.92	01-438-000-200 supplies	Expenditure	Aprv	40	1
19-00147	02/19/19	4	pw bldg - wet jet	6.49	01-409-001-250 Maint & Repair	Expenditure	Aprv	41	1
19-00147	02/19/19	5	pw - conduit	6.98	01-438-000-200 supplies	Expenditure	Aprv	42	1
19-00147	02/19/19	6	hp - hardware	0.98	01-454-002-200 supplies-Hickory	Expenditure	Aprv	43	1
19-00147	02/19/19	7	pw - nipple, bushing	3.08	01-438-000-200 supplies	Expenditure	Aprv	44	1
19-00147	02/19/19	8	twp - mousetrap	4.47	01-409-003-200 supplies	Expenditure	Aprv	45	1

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19-00147	02/19/19	9 parks - drill bits		41.98	01-454-001-200 Supplies	Expenditure	Aprv	46	1
19-00147	02/19/19	10 codes - gloves		20.99	01-413-000-200 Supplies	Expenditure	Aprv	47	1
19-00147	02/19/19	11 parks - wall plate		0.99	01-454-001-200 Supplies	Expenditure	Aprv	48	1
				<u>112.85</u>					
02/19/19 GATHE010 BRIAN E. GATHERCOLE									
19-00206	02/19/19	1 dee - feb services		541.50	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	150	1
				<u>541.50</u>					
02/19/19 GIANN010 JEFFREY C. GIANNINI									
19-00194	02/19/19	1 meal allowance - snow		10.00	01-438-000-205 Meals & Meal Allowances	Expenditure	Aprv	127	1
				<u>10.00</u>					
02/19/19 GILM0020 GILMORE & ASSOCIATES, INC									
19-00149	02/19/19	1 montchanin development grp		290.00	65 E. BULTER AVENUE, SUITE 100 01-408-000-310 Reimbursable Engineer	Expenditure	Aprv	50	1
19-00149	02/19/19	2 epc, llc (m robinson)		32.50	01-408-000-310 Reimbursable Engineer	Expenditure	Aprv	51	1
19-00149	02/19/19	3 general services		1,680.86	01-408-000-367 General Planning	Expenditure	Aprv	52	1
				<u>2,003.36</u>					
02/19/19 GLASG010 GLASGOW, INC.									
19-00150	02/19/19	1 pw bldg - dolomite stone		558.82	PO BOX 1089 01-409-001-250 Maint & Repair	Expenditure	Aprv	53	1
				<u>558.82</u>					
02/19/19 GLSAYRE G. L. SAYRE									
19-00148	02/19/19	1 pw - step fuel tank		244.72	120 INDUSTRIAL WAY 01-438-000-235 vehicle Maintenance	Expenditure	Aprv	49	1
				<u>244.72</u>					
02/19/19 GORLASIV GORLA, SIVA									
19-00131	02/19/19	1 r/e tax refund		42.48	01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	6	1
				<u>42.48</u>					
02/19/19 GUTHL010 GUTH LABORATORIES, INC.									
19-00207	02/19/19	1 pd - premixed solution		144.55	590 NORTH 67TH STREET 01-410-000-260 small Tools & Equipment	Expenditure	Aprv	151	1
				<u>144.55</u>					
02/19/19 HATH0010 H.A. THOMSON									
19-00153	02/19/19	1 surety renewal bonds		100.00	LUDWIGS CORNER PROFESSIONAL CE 01-400-000-350 Insurance-Bonding	Expenditure	Aprv	60	1
				<u>100.00</u>					

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02/19/19 HAWEI010 H.A. WEIGAND, INC. 1409 STATE ROAD								
19-00151	02/19/19	1 dog signs, road sign	135.95	01-433-000-200 Supplies	Expenditure	Aprv	54	1
19-00151	02/19/19	2 calcium chloride sign	40.00	01-433-000-200 supplies	Expenditure	Aprv	55	1
19-00151	02/19/19	3 18x18 sign	33.00	01-433-000-200 Supplies	Expenditure	Aprv	56	1
			<u>208.95</u>					
02/19/19 HECKMANN MICHAEL HECKMAN								
19-00196	02/19/19	1 meal allowance - snow	10.00	01-438-000-205 Meals & Meal Allowances	Expenditure	Aprv	129	1
			<u>10.00</u>					
02/19/19 HELPNOW HELP-NOW,LLC 15 E UWCHLAN AVE								
19-00152	02/19/19	1 guardian monthly services	2,721.63	01-407-000-450 contracted services	Expenditure	Aprv	57	1
19-00152	02/19/19	2 admin - service tickets	436.25	01-401-000-450 contracted services	Expenditure	Aprv	58	1
19-00152	02/19/19	3 pd - service tickets	47.50	01-410-000-450 contracted Services	Expenditure	Aprv	59	1
			<u>3,205.38</u>					
02/19/19 IACP0010 IACP PO BOX 62564								
19-00154	02/19/19	1 2019 membership renewal	190.00	01-410-000-420 Dues/subscription/Memb	Expenditure	Aprv	61	1
			<u>190.00</u>					
02/19/19 INTER010 INTERCON TRUCK EQUIPMENT 142A CONCHESTER HWY								
19-00155	02/19/19	1 pw - pump	200.40	01-438-000-245 Highway supplies	Expenditure	Aprv	62	1
19-00219	02/19/19	1 pw - socket kit	763.50	01-438-000-245 Highway supplies	Expenditure	Aprv	158	1
			<u>963.90</u>					
02/19/19 IRONM010 IRON MOUNTAIN P.O. BOX 27128								
19-00156	02/19/19	1 storage	261.82	01-401-000-450 contracted services	Expenditure	Aprv	63	1
			<u>261.82</u>					
02/19/19 JANARTHA JANARTHANAN, BALAJI								
19-00130	02/19/19	1 r/e tax refund	61.61	01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	5	1
			<u>61.61</u>					
02/19/19 JONESTOM THOMAS S. JONES								
19-00157	02/19/19	1 december-january services	256.65	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	64	1
			<u>256.65</u>					
02/19/19 KEENC010 KEEN COMPRESSED GAS COMPANY PO BOX 15151								
19-00159	02/19/19	1 pw - cylinders	21.19	01-438-000-450	Expenditure	Aprv	66	1

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				21.19	contracted services				
19-00200	02/19/19	1 august 2018- january 2019	KEMME010 PAULE, KEMME	103.56	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	133	1
				103.56					
19-00127	02/19/19	1 r/e tax refund	KHILNANI KHILNANI, SANJAY	85.12	01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	2	1
				85.12					
19-00161	02/19/19	1 pw - ultra cut, kit, cutter	KIMBALLW KIMBALL MIDWEST	362.10	DEPT L-2780 01-438-000-200 supplies	Expenditure	Aprv	68	1
19-00221	02/19/19	1 pw - terminal, paint		313.22	01-438-000-200 supplies	Expenditure	Aprv	160	1
				675.32					
19-00160	02/19/19	1 twp - public relations	KMRFLORA KMR FLORAL DESIGNS	140.98	126 BRANDYWINE AVENUE 01-400-000-340 Public Relations	Expenditure	Aprv	67	1
				140.98					
19-00128	02/19/19	1 r/e tax refund	KUCHIMAN KUCHIMANCHI, MURALIDHAR	24.83	01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	3	1
				24.83					
19-00126	02/19/19	1 r/e tax refund	KULKARNI KULKARNI, SWAPNIL	5.66	01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	1	1
				5.66					
19-00209	02/19/19	1 pw	LINESYST BLOCK LINE SYSTEMS	240.53	PO BOX 826590 01-409-001-320 Telephone	Expenditure	Aprv	153	1
19-00209	02/19/19	2 township		751.31	01-409-003-320 Telephone	Expenditure	Aprv	154	1
19-00209	02/19/19	3 pw		19.86	01-409-004-320 Telephone	Expenditure	Aprv	155	1
				1,011.70					
19-00162	02/19/19	1 pw - air fitting	LUDWIG060 LUDWIG'S CORNER SUPPLY CO.	7.96	1230 POTTSTOWN PIKE 01-438-000-200 supplies	Expenditure	Aprv	69	1
19-00162	02/19/19	2 pw - pvc, ball valve		10.16	01-438-000-200 supplies	Expenditure	Aprv	70	1
19-00162	02/19/19	3 pw - lighter, snow brush		72.26	01-438-000-200 supplies	Expenditure	Aprv	71	1
19-00162	02/19/19	4 pw - tool box, door stop		34.24	01-438-000-200	Expenditure	Aprv	72	1

check No. PO#	check Date Enc Date	Vendor# Item Description	Name	Payment Amt	Street 1 of Address to be printed on check Charge Account Description	Account Type	Status	seq	Acct
				124.62	Supplies				
	02/19/19		MCMAH010 MCMAHON ASSOCIATES, INC.		425 COMMERCE DRIVE				
19-00163	02/19/19	1	traffic signal testing	160.00	01-434-000-450	Expenditure	Aprv	73	1
					contracted services				
19-00163	02/19/19	2	traistr - implementation	4,529.00	01-407-000-220	Expenditure	Aprv	74	1
					Software				
				4,689.00					
	02/19/19		MIKEESTE MIKE ESTERLIS						
19-00191	02/19/19	1	meal allowance - snow	10.00	01-438-000-205	Expenditure	Aprv	124	1
					Meals &Meal Allowances				
				10.00					
	02/19/19		NAPA0010 NAPA		PO BOX 461				
19-00164	02/19/19	1	pw - tube grease, diamond grip	43.54	01-438-000-200	Expenditure	Aprv	75	1
					supplies				
19-00164	02/19/19	2	pw - connect	13.49	01-438-000-235	Expenditure	Aprv	76	1
					vehicle Maintenance				
19-00164	02/19/19	3	pw - box of fuses	9.30	01-438-000-235	Expenditure	Aprv	77	1
					vehicle Maintenance				
19-00164	02/19/19	4	pd - micro-v, serp/blt	26.49	01-410-000-235	Expenditure	Aprv	78	1
					vehicle Maintenance				
19-00164	02/19/19	5	pw - hose clamps	36.72	01-438-000-200	Expenditure	Aprv	79	1
					Supplies				
19-00164	02/19/19	6	pw - gm weather, connect	41.40	01-438-000-200	Expenditure	Aprv	80	1
					Supplies				
				170.94					
	02/19/19		NEGISUSH NEGI, SUSHIL						
19-00129	02/19/19	1	r/e tax refund	44.60	01-301-000-013	Revenue	Aprv	4	1
					Real Estate Tax Refunds				
				44.60					
	02/19/19		NEWH0010 NEW HOLLAND AUTO GROUP		508 WEST MAIN STREET				
19-00165	02/19/19	1	pw - motor asy	97.98	01-438-000-235	Expenditure	Aprv	81	1
					vehicle Maintenance				
				97.98					
	02/19/19		OFFIC020 OFFICE SERVICE COMPANY		1009 TUCKERTON COURT				
19-00205	02/19/19	1	keyboard, ink cartridges	159.10	01-401-000-200	Expenditure	Aprv	149	1
					supplies				
				159.10					
	02/19/19		PEC00010 PECO		PO BOX 37629				
19-00202	02/19/19	1	upland	38.09	01-454-005-360	Expenditure	Aprv	138	1
					Utilities				
19-00202	02/19/19	2	township	1,104.30	01-409-003-360	Expenditure	Aprv	139	1
					utilities				
19-00202	02/19/19	3	township	113.63	01-409-003-360	Expenditure	Aprv	140	1
					utilities				

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19-00202	02/19/19	4 ff - lights		549.33	01-454-003-360 utilities	Expenditure	Aprv	141	1
19-00202	02/19/19	5 ff		258.31	01-454-003-360 utilities	Expenditure	Aprv	142	1
19-00202	02/19/19	6 pw		455.33	01-409-001-360 Utilities	Expenditure	Aprv	143	1
19-00202	02/19/19	7 township		481.94	01-409-003-360 utilities	Expenditure	Aprv	144	1
19-00202	02/19/19	8 milford		43.57	01-409-004-360 utilities	Expenditure	Aprv	145	1
19-00202	02/19/19	9 hp		255.67	01-454-002-360 utilities	Expenditure	Aprv	146	1
				3,300.17					
02/19/19 PENNS030 PA CHIEFS OF POLICE ASSOC 3905 NORTH FRONT STREET									
19-00168	02/19/19	1 2019 membership renewal		150.00	01-410-000-420 Dues/subscription/Memb	Expenditure	Aprv	85	1
19-00168	02/19/19	2 pd - conferencce registration		100.00	01-410-000-342 Police Accreditation	Expenditure	Aprv	86	1
				250.00					
02/19/19 POLEY005 STEPHEN J. POLEY									
19-00193	02/19/19	1 meal allowance - snow		10.00	01-438-000-205 Meals &Meal Allowances	Expenditure	Aprv	126	1
				10.00					
02/19/19 POSITCON POSITIVE CONCEPTS 2021 N. GLASSELL STREET									
19-00166	02/19/19	1 pd - pos thermal		183.20	01-410-000-260 small Tools &Equipment	Expenditure	Aprv	82	1
				183.20					
02/19/19 POWERDMS POWER DMS, INC. 101 S GARLAND AVE, STE 300									
19-00167	02/19/19	1 twp - annual service		4,572.80	01-407-000-450 contracted Services	Expenditure	Aprv	83	1
19-00167	02/19/19	2 pd - pcpa		750.00	01-410-000-342 Police Accreditation	Expenditure	Aprv	84	1
				5,322.80					
02/19/19 RIPKA010 KYLE RIPKA									
19-00195	02/19/19	1 meal allowance - snow		10.00	01-438-000-205 Meals &Meal Allowances	Expenditure	Aprv	128	1
				10.00					
02/19/19 SCOTTPOT SCOTTIES POTTIES 33 SUNSET HILL ROAD									
19-00173	02/19/19	1 upland - portable toilet		120.00	01-454-005-450 contracted services	Expenditure	Aprv	95	1
				120.00					
02/19/19 SHALLSER SHALLIS SERVICES 1 BACTON HILL ROAD									
19-00171	02/19/19	1 February office cleanings		530.00	01-409-003-450 Contracted services	Expenditure	Aprv	92	1
				530.00					

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02/19/19 SKYSH00T SKYSHOOTER DISPLAYS BY ZY PYRO								
19-00169	02/19/19	1 block party - fireworks	4,725.00	1014 Slocum Rd 01-454-001-202 community Day	Expenditure	Aprv	87	1
			<u>4,725.00</u>					
02/19/19 SNAPON01 SNAP-ON TOOLS								
19-00175	02/19/19	1 pw - impact wrench	806.95	1124 YANKEE DRIVE 01-438-000-260 small Tools &Equipment	Expenditure	Aprv	97	1
			<u>806.95</u>					
02/19/19 SPANG005 JOSHUA SPANGLER								
19-00192	02/19/19	1 meal allowance - snow	10.00	01-438-000-205 Meals &Meal Allowances	Expenditure	Aprv	125	1
			<u>10.00</u>					
02/19/19 STAPLADV STAPLES ADVANTAGE								
19-00172	02/19/19	1 pw - office supplies	184.61	PO BOX 105638 01-438-000-200 supplies	Expenditure	Aprv	93	1
19-00172	02/19/19	2 twp - office/kitchen supplies	301.47	01-401-000-200 supplies	Expenditure	Aprv	94	1
			<u>486.08</u>					
02/19/19 STAPLCRP STAPLES CREDIT PLAN								
19-00174	02/19/19	1 pd - office supplies	874.32	PO BOX 78004 01-410-000-200 supplies	Expenditure	Aprv	96	1
			<u>874.32</u>					
02/19/19 STRATIX STRATIX SYSTEMS								
19-00176	02/19/19	1 twp - copier contract	167.58	1011 N. PARK ROAD 01-401-000-450 contracted services	Expenditure	Aprv	98	1
19-00176	02/19/19	2 8,733 color copies	422.68	01-401-000-200 supplies	Expenditure	Aprv	99	1
			<u>590.26</u>					
02/19/19 STYER010 STYER PROPANE								
19-00170	02/19/19	1 hp - propane	288.11	P. O. BOX 387 01-454-002-231 Propane	Expenditure	Aprv	88	1
19-00170	02/19/19	2 pw - propane	820.35	01-409-001-231 Propane &heating - PW bldg	Expenditure	Aprv	89	1
19-00170	02/19/19	3 pw - propane	466.70	01-409-001-231 Propane &heating - PW bldg	Expenditure	Aprv	90	1
19-00170	02/19/19	4 milford - propane	318.62	01-409-004-231 Propane	Expenditure	Aprv	91	1
			<u>1,893.78</u>					
02/19/19 TIMCONNE TIM CONNOLLY								
19-00198	02/19/19	1 meal allowance - snow	10.00	01-438-000-205 Meals &Meal Allowances	Expenditure	Aprv	131	1
			<u>10.00</u>					
02/19/19 TPTRA010 T. P. TRAILERS								
				703 WEST RIDGE PIKE				

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19-00177	02/19/19	1	pw - control module	189.38	01-438-000-245 Highway supplies	Expenditure	Aprv	100	1
19-00177	02/19/19	2	pw - control - handheld	275.00	01-438-000-200 supplies	Expenditure	Aprv	101	1
19-00177	02/19/19	3	pw - motor - hydraulic	225.70	01-438-000-245 Highway supplies	Expenditure	Aprv	102	1
				<u>690.08</u>					
02/19/19 TRIAD010 TRIAD TRUCK EQUIPMENT, INC.					3380 WEST RIDGE PIKE				
19-00178	02/19/19	1	pw - spinner motor	308.00	01-438-000-245 Highway supplies	Expenditure	Aprv	103	1
				<u>308.00</u>					
02/19/19 UPPER030 UPPER UWCHLAN POLICE ASSOCIATO									
19-00217	02/19/19	1	2018 Q4 dues	1,650.00	01-218-000-000 Police Association Dues (PAD)	Expenditure	Aprv	161	1
				<u>1,650.00</u>					
02/19/19 UUTMU010 UUTMA					140 POTTSTOWN PIKE				
19-00183	02/19/19	1	q4 2018 sewer	214.80	01-409-003-360 Utilities	Expenditure	Aprv	114	1
				<u>214.80</u>					
02/19/19 VARGO005 VARGO, CARY									
19-00179	02/19/19	1	carys cell	76.93	01-400-000-320 Telephone	Expenditure	Aprv	104	1
				<u>76.93</u>					
02/19/19 VERIZ010 VERIZON					PO BOX 28000				
19-00182	02/19/19	1	empc	58.86	01-415-000-320 Telephone	Expenditure	Aprv	110	1
19-00182	02/19/19	2	pw	141.76	01-409-001-320 Telephone	Expenditure	Aprv	111	1
19-00182	02/19/19	3	empc	89.03	01-415-000-320 Telephone	Expenditure	Aprv	112	1
19-00182	02/19/19	4	milford	197.23	01-409-004-320 Telephone	Expenditure	Aprv	113	1
				<u>486.88</u>					
02/19/19 VERIZ020 VERIZON WIRELESS					P.O. BOX 25505				
19-00180	02/19/19	1	admin	79.16	01-400-000-320 Telephone	Expenditure	Aprv	105	1
19-00180	02/19/19	2	pd	271.48	01-410-000-320 Telephone	Expenditure	Aprv	106	1
19-00180	02/19/19	3	codes	110.12	01-413-000-320 Telephone	Expenditure	Aprv	107	1
19-00180	02/19/19	4	pw	222.78	01-438-000-320 Telephone	Expenditure	Aprv	108	1
				<u>683.54</u>					
02/19/19 VERIZFIO VERIZON					PO BOX 15124				
19-00184	02/19/19	1	ff - internet	124.99	01-454-003-320	Expenditure	Aprv	115	1

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					Telephone				
				124.99					
	02/19/19	VERIZOSP	VERIZON - SPECIAL PROJECTS		PO BOX 4861				
19-00181	02/19/19	1	february conduit occupancy	217.14	01-434-000-450	Expenditure	Aprv	109	1
				217.14	contracted services				
	02/19/19	VERZIPAD	VERIZON IPAD		P.O. BOX 25505				
19-00201	02/19/19	1	admin	47.36	01-401-000-322	Expenditure	Aprv	134	1
					Ipad Expense				
19-00201	02/19/19	2	pd	37.36	01-410-000-322	Expenditure	Aprv	135	1
					Ipad Expense				
19-00201	02/19/19	3	codes	37.36	01-413-000-322	Expenditure	Aprv	136	1
					Ipad Expense				
19-00201	02/19/19	4	pw	69.87	01-438-000-322	Expenditure	Aprv	137	1
				191.95	Ipad Expense				
	02/19/19	WGAMERIC	WG AMERICA COMPANY		PO BOX 65121				
19-00186	02/19/19	1	twp - water cooler	29.96	01-401-000-450	Expenditure	Aprv	117	1
					contracted Services				
19-00186	02/19/19	2	pw - kitchen supplies	69.95	01-438-000-200	Expenditure	Aprv	118	1
				99.91	supplies				
	02/19/19	WIGGISHR	WIGGINS SHREDDING		908 OLD FERN HILL ROAD				
19-00190	02/19/19	112/11/18	service	80.00	01-410-000-200	Expenditure	Aprv	122	1
					Supplies				
19-00190	02/19/19	2	01/22/19 service	120.00	01-410-000-200	Expenditure	Aprv	123	1
				200.00	supplies				
	02/19/19	WITME010	WITMER PUBLIC SAFETY GROUP, INC		104 INDEPENDENCE WAY				
19-00187	02/19/19	1	pw - streamlight led	843.27	01-438-000-260	Expenditure	Aprv	119	1
				843.27	small Tools & Equipment				
	02/19/19	WOLFI010	WOLFINGTON BODY COMPANY, INC.		ROUTE 100 N.				
19-00185	02/19/19	1	pw - base, bracket	285.66	01-438-000-235	Expenditure	Aprv	116	1
				285.66	vehicle Maintenance				
	02/19/19	YISC0010	VIS/COWDEN GROUP, INC.		2603 REACH ROAD				
19-00189	02/19/19	1	pd - enradd wireless, robic	893.50	01-410-000-450	Expenditure	Aprv	121	1
				893.50	contracted services				
	02/19/19	ZEPSA020	ACUITY SPECIALTY PRODUCTS, INC		ZEP SALES AND SERVICE				
19-00188	02/19/19	1	pw - cleaning supplies	521.99	01-438-000-200	Expenditure	Aprv	120	1
					supplies				
19-00218	02/19/19	1	pw - towels	55.74	01-438-000-200	Expenditure	Aprv	157	1

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upper Uwchlan Township
check Payment Batch verification Listing

Page No: 12

check No.	check Date	vendor#	Name	Payment Amt	Street 1 of Address to be printed on check	charge Account	Account Type	Status	seq	Acct
PO#	Enc Date	Item	Description		Description					

supplies
577.73

02/19/19	ZMUID005	DANIEL ZMUIDA								
19-00199	02/19/19	1	meal allowance - snow	10.00	01-438-000-205	Expenditure	Aprv	132	1	
				10.00	Meals & Meal Allowances					

	count	Line Items	Amount
checks:	85	161	127,700.39

There are NO errors or warnings in this listing.

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08:33 AM

Upper Uwchlan Township
check Register By check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of check Ids: 750 to 750
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
750	02/07/19	AFLAC010 AFLAC	638.74		1937

Report Totals	<u>Paid</u>	<u>void</u>	<u>Amount Paid</u>	<u>Amount void</u>
checks:	1	0	638.74	0.00
Direct Deposit:	0	0	0.00	0.00
Total: --1	0	0	638.74	0.00

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09:08 AM

Upper Uwchlan Township
check Register By check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of check Ids: 839 to 843
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
839	02/25/19	AQUAP010 AQUA PA	5,280.00		1938
840	02/07/19	BANKAMER BANK OF AMERICA	3,488.13		1939
841	02/08/19	LOWES020 LOWES BUSINESS ACCOUNT	1,093.06		1940
842	02/01/19	STANDINS STANDARD INSURANCE COMPANY	2,418.15		1941
843	02/05/19	WEXBANK WEX BANK	6,127.93		1942

Report Totals	<u>Paid</u>	<u>void</u>	<u>Amount Paid</u>	<u>Amount void</u>
checks:	5	0	18,407.27	0.00
Direct Deposit:	0	0	0.00	0.00
Total: ==5	--0		18,407.27	0.00

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of checking Accts: CAPITAL to CAPITAL Range of check Ids: 1661 to 1665
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
1661	02/19/19	BRANDWIN BRANDYWINE CONSERVANCY	1,237.28		1947
1662	02/19/19	GILM0020 GILMORE & ASSOCIATES, INC	13,967.79		1947
1663	02/19/19	HAMMEL HAMMEL ASSOCIATES ARCHITECTS	22,523.94		1947
1664	02/19/19	PIONEER PIONEER CROSSING LANDFILL	14,033.25		1947
1665	02/19/19	TPTRA010 T. P. TRAILERS	6,235.86		1947

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount void</u>
checks:	5	0	57,998.12	0.00
Direct Deposit:	0	0	0.00	0.00
Total: --5	0	0	57,998.12	0.00

Batch Id: LHAINES Batch Type: c Batch Date: 02/19/19 Checking Account: CAPITAL G/L credit: Expenditure G/L credit
Generate Direct Deposit: N

Check NO. PO#	check Date Enc Date	vendor# Item Description	Name	Payment Amt	Street 1 of Address to be printed on check charge Account Description	Account Type	Status	Seq	Acct
02/19/19 BRANDWIN BRANDYWINE CONSERVANCY									
19-00234	02/19/19	1	data/gis mapping	320.00	30-454-004-600	Expenditure	Aprv	4	1
					capital construction - Upland				
19-00234	02/19/19	2	meetings/data/gis mapping	917.28	30-454-004-600	Expenditure	Aprv	5	1
					capital construction - Upland				
				1,237.28					
02/19/19 GILM002p GILMORE & ASSOCIATES, INC									
19-00235	02/19/19	1	eagle park construction	60.00	65 E. BULTER AVENUE, S ITE 100	Expenditure	Aprv	6	1
					30-506-000-600				
					construction - village of Eagle				
19-00235	02/19/19	2	building expansion project	12,737.29	30-409-002-600	Expenditure	Aprv	7	1
					capital construction - Township Bldg				
19-00235	02/19/19	3	pw garage	1,170.50	30-409-003-600	Expenditure	Aprv	8	1
					capital construction - PW Building				
				13,967.79					
02/19/19 HAMMEL HAMMEL ASSOCIATES ARCHITECTS									
19-00233	02/19/19	1	december architectural service	22,523.94	25 EAST GRANT STREET	Expenditure	Aprv	3	1
					30-409-002-600				
					capital construction - Township Bldg				
				22,523.94					
02/19/19 PIONEER PIONEER CROSSING LANDFILL									
19-00232	02/19/19	1	pole barn	14,033.25	P.O. BOX 7250	Expenditure	Aprv	2	1
					30-409-003-600				
					capital construction - PW Building				
				14,033.25					
02/19/19 TPTRA010 T. P. TRAILERS									
19-00231	02/19/19	1	plow & mounting hardware	6,235.86	703 WEST RIDGE PIKE	Expenditure	Aprv	1	1
					30-438-000-701				
					capital Purchases - Equipment				
				6,235.86					

	<u>count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	5	8	57,998.12

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
check Register By check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of check Ids: 10329 to 10335
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
10329	01/31/19	MAPLEDIR MAPLE DIRECT INC	1,544.16		1934
10330	02/19/19	AJBL0010 A.J. BLOSENSKI	54,111.08		1945
10331	02/19/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORR!	735.84		1945
10332	02/19/19	CCSWA010 CCSWA	12,141.76		1945
10333	02/19/19	SMALE010 SMALE'S PRINTERY	434.70		1945
10334	02/19/19	TOTALREC TOTAL RECYCLE	3,702.12		1945
10335	02/19/19	TOTERLLC TOTER, LL(c/o WASTEQUIP, LL(16,721.00		1945

Report Totals	<u>Paid</u>	<u>void</u>	<u>Amount Paid</u>	<u>Amount void</u>
checks:	7	0	89,390.66	0.00
Direct Deposit:	0	0	0.00	0.00
Total: --7	0	0	89,390.66	0.00

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Upper Uwchlan Township
check Payment Batch verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: c Batch Date: 02/19/19 checking Account: **SOLID WASTE** G/L credit: Expenditure G/L credit
Generate Direct Deposit: N

check No. PO#	check Date Enc Date	vendor# Item Description	Name	Payment Amt	Street 1 of Address to be charge Account Description	Account Type	Status	seq	Acct
02/19/19 AJBL0010 A.J. BLOSENSKI									
19-00229	02/19/19	1	february waste/recycle removal	54,111.08	P.O. BOX 392 05-427-000-450 contracted services	Expenditure	Aprv	9	1
				54,111.08					
02/19/19 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRIS									
19-00226	02/19/19	1	trash collections	735.84	118 W. MARKET STREET 05-427-000-314 Legal Fees	Expenditure	Aprv	5	1
				735.84					
02/19/19 CCSWA010 CCSWA									
19-00224	02/19/19	11/16-1/22/19		5,368.59	P. O. BOX 476 05-427-000-700 Tipping Fees	Expenditure	Aprv	1	1
19-00224	02/19/19	2	1/28-1/29/19	3,452.15	05-427-000-700 Tipping Fees	Expenditure	Aprv	2	1
19-00224	02/19/19	3	2/4-2/6/19	3,321.02	05-427-000-700 Tipping Fees	Expenditure	Aprv	3	1
				12,141.76					
02/19/19 SMALE010 SMALE'S PRINTERY									
19-00225	02/19/19	1	2100 non-collection stickers	434.70	785 NORTH CHARLOTTE STREET 05-427-000-210 sw Print &Mail costs	Expenditure	Aprv	4	1
				434.70					
02/19/19 TOTALREC TOTAL RECYCLE									
19-00228	02/19/19	1	recycling - tipping - January	3,702.12	PO BOX 7250 05-427-000-725 Tipping Fees - Recycling	Expenditure	Aprv	8	1
				3,702.12					
02/19/19 TOTERLLC TOTER, LLC c/o WASTEQUIP, LLC									
19-00227	02/19/19	1	200 gray taters	12,770.00	PO BOX 603008 05-427-000-230 Taters	Expenditure	Aprv	6	1
19-00227	02/19/19	2	50 gray taters/ 50 lids	3,951.00	05-427-000-230 Taters	Expenditure	Aprv	7	1
				16,721.00					

	<u>count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	6	9	87,846.50

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
check Register By check Id

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1211 to 1211
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
1211	02/19/19	GILM0020 GILMORE &ASSOCIATES, INC	729.00		1946
Report Totals					
	checks:	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount void</u>
		1	0	729.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total: --1	0		729.00	0.00

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Upper Uwchlan Township
check Payment Batch verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: c Batch Date: 02/19/19 checking Account: STORM WATER MGT G/L Credit: Expenditure G/L credit
Generate Direct Deposit: N

check No.	check Date	vendor#	Name	Payment Amt	Street 1 of Address to be printed on check	charge Account	Account Type	Status	Seq	Acct
PO#	Enc Date	Item	Description		Description					
	02/19/19		GILM0020 GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
19-00230	02/19/19	1	ms4 permit	729.00	08-408-000-010	Engineering expenses	Expenditure	Aprv	1	1
				729.00						

	<u>count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	1	1	729.00

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
check Register By check Id

Page No: 1

Range of checking Accts: LIQUID FUELS to LIQUID FUELS Range of check Ids: 640 to 641
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
640	02/19/19	EASTE040 EASTERN SALT COMPANY, INC.	8,816.88		1944
641	02/19/19	GLASG010 GLASGOW, INC.	1,610.67		1944
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount void</u>
	checks:	2	0	10,427.55	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total: ==2	0	0	10,427.55	0.00

February 15, 2019
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upper Uwchlan Township
check Payment Batch verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 02/19/19 checking Account: LIQUID FUELS G/L credit: Expenditure G/L credit
Generate Direct Deposit: N

check No.	check Date	vendor#	Name	Payment Amt	Street 1 of Address to be printed on check	charge Account	Account Type	status	seq	Acct
PO#	Enc Date	Item	Description			Description				
	02/19/19	EASTE040	EASTERN SALT COMPANY, INC,		134 MIDDLE STREET					
19-00222	02/19/19	1	road salt 1/21/19	3,910.17	04-432-000-239	snow & Ice supplies	Expenditure	Aprv	1	1
19-00222	02/19/19	2	road salt 1/30/19	4,906.71	04-432-000-239	snow & Ice supplies	Expenditure	Aprv	2	1
				8,816.88						
	02/19/19	GLASG010	GLASGOW, INC.		PO BOX 1089					
19-00223	02/19/19	1	type as 3	763.05	04-438-000-239	Road Project supplies	Expenditure	Aprv	3	1
19-00223	02/19/19	2	type as 3	847.62	04-438-000-239	Road Project supplies	Expenditure	Aprv	4	1
				1,610.67						

	<u>count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	2	4	10,427.55

There are NO errors or warnings in this listing.

February 14, 2019
08:44 AM

upper Uwchlan Township
check Payment Batch verification Listing

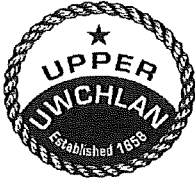
Page No: 1

Batch Id: SANDY Batch Type: c Batch Date: 02/19/19 checking Account: 11 & [RP: G/L credit: Expenditure G/L credit
Generate Direct Deposit: N

check No. PO#	check Date Enc Date	vendor# Item Description	Name	Payment Amt	Street 1 of Address to be printed on check charge Account Description	Account Type	status	seq	Acct
02/19/19 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORR!									
19-00123	02/19/19	1	Townes	20.00	118 W, MARKET STREET 248-021	Project	Aprv	9	1
19-00123	02/19/19	2	vantage Point	1,114.00	Townes at chester springs (GUN) 248-017	Project	Aprv	10	1
				1,134.00	vantage Point at chester spr				
02/19/19 CHRISFRA FRANTZ, CHRISTOPHER									
19-00125	02/19/19	1	Frame RAC	84.00	PO BOX 557 248-001	Project	Aprv	14	1
				84.00	RAC/Frame Tract				
02/19/19 GILM0020 GILMORE & ASSOCIATES, INC									
19-00121	02/19/19	1	Marsh Lea	1,157.94	65 E. BULTER A.VEN E, SUITE 100 248-012	Project	Aprv	1	1
19-00121	02/19/19	2	Frame	1,207.54	Marsh Lea 248-001	Project	Aprv	2	1
19-00121	02/19/19	3	Townes	1,208.79	RAC/Frame Tract 248-021	Project	Aprv	3	1
19-00121	02/19/19	4	Profound Tech	994.18	Townes at chester Springs (GUN) 248-030	Project	Aprv	4	1
19-00121	02/19/19	5	villages 5-c	833.36	PROFOUND TECHNOLOGIES 248-019	Project	Aprv	5	1
19-00121	02/19/19	6	Eagleview 1B	662.50	The village at Byers Station 248-026	Project	Aprv	6	1
19-00121	02/19/19	7	Eagleview 1e	662.50	LOT 1B MAINTENANCE AREA 248-025	Project	Aprv	7	1
				6,726.81	Eagleview Lot 1e				
02/19/19 CMAH010 MCMAHON ASSOCIATES, INC.									
19-00124	02/19/19	1	Fetters	180.00	425 COMMERCE DRIVE 248-015	Project	Aprv	11	1
19-00124	02/19/19	2	vantage Point 6-c	947.50	Fetters Tract 248-017	Project	Aprv	12	1
19-00124	02/19/19	3	Profound Tech	1,812.50	vantage Point at chester spr 248-030	Project	Aprv	13	1
				2,940.00	PROFOUND TECHNOLOGIES				
02/19/19 STUBB010 STUBBE CONSULTING LLC									
19-00122	02/19/19	1	Eagleview 1e	90.00	1438 SHANER DRIVE 248-025	Project	Aprv	8	1
				90.00	Eagleview Lot 1e				

checks:	count	Line Items	Amount
	5	14	10,974.81

There are NO errors or warnings in this listing.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: February 19, 2019

Finance has worked on the following items during the month

- Received and processed 51 trash and 132 sewer payments (1/18/19 - 2/14/19)
- Preparing for the upcoming audit
- In preparation for the move in April, we are reviewing files and sending those we need to keep to storage or destroying unneeded files
- Trash and 1Q sewer bills were mailed at the end of January

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 January, 2019 financial statements

- The balance sheet remains strong with cash of over **\$12.1 million** - of that amount **\$8.2 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.* *The increase in cash is due to the receipt of funds following the closing of the 2019 General Obligation Bonds on January 9, 2019.*
- Year to date revenues (combined) are **\$207,115 or 2.7%** of the annual budget. Combined expenses are **\$385,881 or 5.4%** of the budget. The combined year to date net loss - (General Fund and Solid Waste Fund) is **\$178,766**. January is the only month in the year when we expect expenses to exceed revenues. Earned income tax revenue for the month was \$92,109. We received \$263,400 of EIT money on February 1.
- Please note: The Sewer Fund has recorded an estimated liability to the Authority in the amount of \$234,000 for engineering work performed by ARRO on the Byers Road extension project. This project is *being funded by the 2019 Bond issue* and *will be repaid to the Authority* after we determine the exact amount expended on the project.

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of January 31, 2019

General Fund

Meridian Bank	\$ 3,142,721
Meridian Bank - Payroll	58,832
Fulton Bank	131,997
Fulton Bank - Turf Field	372,507
Petty cash	300
Total General Fund	<u>3,706,357</u>

Certificate of Deposit - 10/2/19 265,515

Total General Fund \$ 3,971,872

Solid Waste Fund

Meridian Bank - Solid Waste	144,190
Fulton Bank - Solid Waste	<u>201,126</u>
Total Solid Waste Funds	345,316

Total Solid Waste Fund 345,316

Liquid Fuels Fund

Fulton Bank	<u>440,972</u>
	440,972

Total Liquid Fuels Fund 440,972

Capital Projects Fund

Fulton Bank	78,248
PSDLAF	883,459
Fulton Bank - 2019 Bond Proceeds	70
Fulton Bank - 2019 Bond Proceeds, JCS Sweep	<u>5,662,494</u>
	6,624,271

Total Capital Projects Fund 6,624,271

Act 209 Impact Fund

Fulton Bank	<u>534,253</u>
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Total Act 209 Impact Fund 534,253

Water Resource Protection Fund

Fulton Bank	<u>98,314</u>
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Total Water Resource Protection Fund 98,314

Sewer Fund

PSDLAF	88
Fulton Bank	<u>104,691</u>
	104,774

Total Sewer Fund 104,774

Total - Upper Uwchlan Township	\$ 12,119,772
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Municipal Authority	\$ 6,339,647
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Developer's Escrow Fund	\$ 47,564
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Upper Uwchlan Township
Accounts Receivable
As of January 31, 2019

Engineering and Legal Receivables - 01-145-000-200 and 300
Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 1/31/2019	Total Amount Due 12/31/2018	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Acme	-	-	-	-	-	-	-	-
Joseph Basta	231.25	-	231.25	-	-	-	-	231.25
Byers Station	-	737.50	-	-	-	-	-	-
Car Sense	-	62.50	-	-	-	-	-	-
Cutler Group	11,284.52	11,284.52	-	-	-	11,284.52	-	11,284.52
David Dugan	-	-	-	-	-	-	-	-
Fish Eye	475.00	475.00	475.00	-	-	-	-	475.00
Hankin	281.25	281.25	281.25	-	-	-	-	281.25
Inman	848.74	848.74	-	-	-	-	848.74	848.74
KHOV	3,678.86	3,678.86	-	-	-	-	3,678.86	3,678.86
Pa. Turnpike	4,367.64	4,367.64	-	4,367.64	-	-	-	4,367.64
Pamela MacIntyre	-	438.75	-	-	-	-	-	-
Montchanin Development	-	456.50	-	-	-	-	-	-
Montesano	7,157.94	7,157.94	-	-	3,199.26	3,958.68	-	7,157.94
Moser Builders	167.50	167.50	-	-	-	-	167.50	167.50
Orleans/Lennar	4,603.60	4,603.60	-	-	-	-	4,603.60	4,603.60
Struble	34.37	134.37	-	-	-	34.37	-	34.37
Toll Brothers	6,570.87	12,829.13	-	679.59	-	5,891.28	-	6,570.87
Balance at January 31, 2019	\$ 39,701.54	\$ 47,523.80	\$ 987.50	\$ 5,047.23	\$ 3,199.26	\$ 21,168.85	\$ 9,298.70	\$ 39,701.54

Upper Uwchlan Township
Accounts Receivable
As of January 31, 2019

Misc Accounts Receivable -Account 01-145-000-095

	Amount 1/31/2019	Amount 12/31/2018	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days &over	
Cable franchise fees - 4Q	60,000.00	60,000.00	-	60,000.00	-			60,000.00
Chester County cell tower rent -Jan	2,000.00	-	2,000.00	-	-	-	-	2,000.00
Buckley Brion - overpaid legal fees	1,491.00	-	1,491.00	-	-	-		1,491.00
	-	-	-					-
Balance at January 31, 2019	<u>\$ 63,491.00</u>	<u>\$ 60,000.00</u>	<u>3,491.00</u>	<u>60,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>63,491.00</u>

Upper Uwchlan Township
General Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	131,996.94
01-100-000-200	Meridian Bank		3,142,721.32
01-100-000-210	Meridian Bank - Payroll		58,831.99
01-100-000-250	Fulton Bank - Turf Field		372,507.13
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>3,706,357.38</u>

Investments			
01-120-000-100	Certificate of Deposit - 10/2/19		265,515.07
			<u>265,515.07</u>

Accounts Receivable			
01-145-000-020	Engineering Fees Receivable		31,729.01
01-145-000-021	Engineering Fees Receivable-CU		1,039.02
01-145-000-030	Legal Fees Receivable		6,933.51
01-145-000-040	R/E Taxes Receivable		3,280.46
01-145-000-050	Hydrant Tax Receivable		231.28
01-145-000-080	Field Fees Receivables		15,502.50
01-145-000-085	Turf Field Receivables		20,955.00
01-145-000-086	EIT Receivable		23,008.78
01-145-000-090	RE Transfer Tax Receivable		17,755.70
01-145-000-095	Misc accounts receivable		63,491.00
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		-
	Total Accounts Receivable		<u>183,926.26</u>

Other Current Assets			
01-130-000-001	Due From Municipal Authority		80,942.61
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		-
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		-
01-131-000-000	Suspense Account		-
	Total Other Current Assets		<u>80,942.61</u>

Prepaid Expense			
01-155-000-000	Prepaid expenses		-
	Total Prepaid Expense		<u>-</u>

Total Assets	4,236,741.32
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LIABILITIES AND FUND BALANCE

Accounts Payable			
01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		73,608.32
	Total Accounts Payable		<u>73,608.32</u>

Upper Uwchlan Township
General Fund
Balance Sheet
As of January 31, 2019

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	4,449.49
01-214-000-000	Non-Uniform Pension	(534.55)
01-214-000-100	NJ Pension Plan #2	-
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	2,475.00
01-219-000-000	LST Tax Withheld	340.00
01-220-000-000	State Unemployment W/H	882.59
01-221-000-000	Benefit Deduction-Aflac	416.78
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	208.16
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	50,000.00
01-239-000-006	Due to Solid Waste Fund	55.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	903.00
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	59,192.47

Total Liabilities	132,800.79
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EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	3,591,919.92
	Current Period Net Income (Loss)	(300,900.99)
	Total Equity	4,103,940.53

Total Fund Balance	4,103,940.53
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Total Liabilities & Fund Balance	4,236,741.32
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Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GLAccount #	Account Description	2019YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	3,280.46	984,100.00	(980,819.54)	0.3%
01-301-000-013	Real Estate Tax Refunds	-	(25,000.00)	25,000.00	0.0%
01-301-000-030	Delinquent Real Estate Taxes	469.89	30,000.00	(29,530.11)	1.6%
01-301-000-071	Hydrant Tax	231.28	65,000.00	(64,768.72)	0.4%
01-310-000-010	Real Estate Transfer Taxes	17,755.70	515,000.00	(497,244.30)	3.4%
01-310-000-020	Earned Income Taxes	93,200.66	3,735,904.00	(3,642,703.34)	2.5%
01-310-000-021	EIT commissions paid	(1,091.88)	(50,808.00)	49,716.12	2.1%
01-320-000-010	Building Permits	16,289.46	282,000.00	(265,710.54)	5.8%
01-320-000-020	Use & Occupancy Permit	500.00	12,000.00	(11,500.00)	4.2%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	300.00	2,000.00	(1,700.00)	15.0%
01-320-000-050	Refinance Certification Fees	180.00	3,000.00	(2,820.00)	6.0%
01-321-000-080	Cable TV Franchise Fees	-	250,000.00	(250,000.00)	0.0%
01-331-000-010	Vehicle Codes Violation	2,156.25	50,000.00	(47,843.75)	4.3%
01-331-000-011	Reports/Fingerprints	190.00	2,000.00	(1,810.00)	9.5%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	283.68	3,000.00	(2,716.32)	9.5%
01-341-000-001	Interest Earnings	3,983.62	30,000.00	(26,016.38)	13.3%
01-342-000-001	Rental Property Income	2,000.00	24,000.00	(22,000.00)	8.3%
01-354-000-010	County Grants	-	15,000.00	(15,000.00)	0.0%
01-354-000-020	State Grants	-	1,808.00	(1,808.00)	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	(600.00)	0.0%
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	-	6,000.00	(6,000.00)	0.0%
01-361-000-032	Fees from Engineering	231.25	100,000.00	(99,768.75)	0.2%
01-361-000-033	Admin Fees from Engineering	-	4,000.00	(4,000.00)	0.0%
01-361-000-035	Admin Fees from Legal	-	1,000.00	(1,000.00)	0.0%
01-361-000-036	Legal Services Fees	-	6,000.00	(6,000.00)	0.0%
01-361-000-038	Sale of Maps & Books	35.00	250.00	(215.00)	14.0%
01-361-000-039	Fire Inspection Fees	-	-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU	-	20,000.00	(20,000.00)	0.0%
01-361-000-042	Copies	-	100.00	(100.00)	0.0%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	-	500.00	(500.00)	0.0%
01-367-000-010	Recreation Donations	-	-	-	#DIV/0!
01-367-000-014	Pavillion Rental	-	500.00	(500.00)	0.0%
01-367-000-020	Tennis Fees	-	-	-	#DIV/0!
01-367-000-021	Field Programs	7,090.00	30,000.00	(22,910.00)	23.6%
01-367-000-025	Turf Field Fees	-	45,000.00	(45,000.00)	0.0%
01-367-000-030	Community Events Donations	35.00	10,000.00	(9,965.00)	0.4%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees	-	5,000.00	(5,000.00)	0.0%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	23.97	5,000.00	(4,976.03)	0.5%
01-380-000-010	Insurance Reimbursement	-	3,000.00	(3,000.00)	0.0%
01-392-000-008	Municipal Authority Reimbursement	22,120.50	265,446.00	(243,325.50)	8.3%
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	-	-	-	#DIV/0!
Total Revenue		169,264.84	6,690,200.00	(6,520,935.16)	2.5%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GLAccount #	Account Description	2019YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	2,500.00	2,500.00	-	100.0%
01-400-000-150	Payroll Tax Expense	191.25	191.00	0.25	100.1%
01-400-000-320	Telephone	86.83	2,000.00	(1,913.17)	4.3%
01-400-000-340	Public Relations	-	6,500.00	(6,500.00)	0.0%
01-400-000-341	Advertising	600.30	7,500.00	(6,899.70)	8.0%
01-400-000-342	Printing	-	5,000.00	(5,000.00)	0.0%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	3,256.00	4,200.00	(944.00)	77.5%
01-400-000-352	Insurance-Liability	4,662.34	18,650.00	(13,987.66)	25.0%
01-400-000-420	Dues/Subscriptions/Memberships	-	4,000.00	(4,000.00)	0.0%
01-400-000-460	Meeting & Conferences	-	6,000.00	(6,000.00)	0.0%
01-400-000-461	Bank Fees	878.61	9,000.00	(8,121.39)	9.8%
01-400-000-463	Misc expenses	-	2,000.00	(2,000.00)	0.0%
01-400-000-464	Wallace Twp. Tax Agreement	-	3,800.00	(3,800.00)	0.0%
		12,175.33	73,341.00	(61,165.67)	16.6%
EXECUTIVE					
01-401-000-100	Administration Wages	35,345.47	475,639.00	(440,293.53)	7.4%
01-401-000-150	Payroll Tax Expense	2,724.96	36,386.00	(33,661.04)	7.5%
01-401-000-151	PSATS Unemployment Compensation	-	504.00	(504.00)	0.0%
01-401-000-156	Employee Benefit Expense	7,610.60	99,030.00	(91,419.40)	7.7%
01-401-000-157	ACA Fees	-	225.00	(225.00)	0.0%
01-401-000-160	Non-Uniform Pension	10,169.35	40,677.00	(30,507.65)	25.0%
01-401-000-174	Tuition Reimbursements	-	6,300.00	(6,300.00)	0.0%
01-401-000-181	Longevity Pay	-	6,150.00	(6,150.00)	0.0%
01-401-000-183	Overtime Wages	520.03	5,000.00	(4,479.97)	10.4%
01-401-000-200	Supplies	1,160.23	15,000.00	(13,839.77)	7.7%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	36.82	4,500.00	(4,463.18)	0.8%
01-401-000-230	Gasoline & Oil	201.50	2,200.00	(1,998.50)	9.2%
01-401-000-235	Vehicle Maintenance	-	1,000.00	(1,000.00)	0.0%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	(75.00)	10,000.00	(10,075.00)	-0.8%
01-401-000-317	Parking/Travel	-	1,200.00	(1,200.00)	0.0%
01-401-000-322	Ipad Expenses	-	600.00	(600.00)	0.0%
01-401-000-352	Insurance - Liability	105.87	424.00	(318.13)	25.0%
01-400-000-353	Insurance-Vehicle	87.32	349.00	(261.68)	25.0%
01-401-000-354	Insurance-Workers Compensation	-	1,736.00	(1,736.00)	0.0%
01-401-000-420	Dues/Subscriptions/Memberships	3,518.97	6,100.00	(2,581.03)	57.7%
01-401-000-450	Contracted Services	8,388.14	7,410.00	978.14	113.2%
		69,794.26	722,630.00	(652,835.74)	9.7%
AUDIT					
01-402-000-450	Contracted Services	-	27,300.00	(27,300.00)	0.0%
		-	27,300.00	(27,300.00)	0.0%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	493.88	7,371.00	(6,877.12)	6.7%
01-403-000-150	Payroll Tax Expense	37.79	564.00	(526.21)	6.7%
01-403-000-200	Supplies	44.11	500.00	(455.89)	8.8%
01-403-000-215	Postage	21.62	2,000.00	(1,978.38)	1.1%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	150.00	3,000.00	(2,850.00)	5.0%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account#	Account Description	2019YTD Actual	2019 Budget	Over {Under) Budget	Actual as % of Budget
		747.40	14,035.00	(13,287.60)	5.3%
	LEGAL				
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	190.30	9,500.00	(9,309.70)	2.0%
01-404-000-311	Non Reimbursable Legal	-	30,000.00	(30,000.00)	0.0%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		190.30	45,000.00	(44,809.70)	0.4%
	COMPUTER				
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	-	8,000.00	(8,000.00)	0.0%
01-407-000-222	Hardware	-	7,000.00	(7,000.00)	0.0%
01-407-000-240	Web Page	-	7,300.00	(7,300.00)	0.0%
01-407-000-450	Contracted Services	12,239.44	67,770.00	(55,530.56)	18.1%
		12,239.44	92,070.00	(79,830.56)	13.3%
	ENGINEERING				
01-408-000-305	Reimbursable Conditional Use	-	25,000.00	(25,000.00)	0.0%
01-408-000-310	Reimbursable Engineering	-	75,000.00	(75,000.00)	0.0%
01-408-000-311	Traffic Engineering	-	25,000.00	(25,000.00)	0.0%
01-408-000-313	Non Reimbursable Engineering	755.50	30,000.00	(29,244.50)	2.5%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	-	10,000.00	(10,000.00)	0.0%
01-408-000-368	MS4 Expenses	-	-	-	#DIV/0!
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	-	-	-	#DIV/0!
		755.50	169,500.00	(168,744.50)	0.4%
	TOWNSHIP PROPERTIES				
	<u>Public Works Building</u>				
01-409-001-200	Supplies	309.70	1,000.00	(690.30)	31.0%
01-409-001-231	Propane & heating - PW bldg	638.04	15,000.00	(14,361.96)	4.3%
01-409-001-250	Maint & Repair	306.37	12,950.00	(12,643.63)	2.4%
01-409-001-320	Telephone	376.67	4,000.00	(3,623.33)	9.4%
01-409-001-351	Insurance - property	2,364.93	9,460.00	(7,095.07)	25.0%
01-409-001-360	Utilities	-	8,000.00	(8,000.00)	0.0%
01-409-001-450	Contracted Services	196.85	5,000.00	(4,803.15)	3.9%
	<u>Township Building</u>				
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	342.73	2,000.00	(1,657.27)	17.1%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	395.00	8,000.00	(7,605.00)	4.9%
01-409-003-320	Telephone	751.29	7,000.00	(6,248.71)	10.7%
01-409-003-351	Insurance Property	2,759.08	11,036.00	(8,276.92)	25.0%
01-409-003-360	Utilities	20.52	15,000.00	(14,979.48)	0.1%
01-409-003-380	Rent	-	55,000.00	(55,000.00)	0.0%
01-409-003-450	Contracted Services	1,004.73	25,000.00	(23,995.27)	4.0%
	<u>Milford Road</u>				
01-409-004-200	Supplies	278.65	500.00	(221.35)	55.7%
01-409-004-231	Propane	404.55	2,000.00	(1,595.45)	20.2%
01-409-004-250	Maintenance & Repairs	-	3,000.00	(3,000.00)	0.0%
01-409-004-320	Telephone	215.87	3,000.00	(2,784.13)	7.2%
01-409-004-351	Insurance - property	394.15	1,577.00	(1,182.85)	25.0%
01-409-004-360	Utilities	13.97	4,000.00	(3,986.03)	0.3%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account#	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
01-409-004-450	Contracted Services	-	21,100.00	(21,100.00)	0.0%
		10,773.10	218,623.00	(207,849.90)	4.9%
POLICE EXPENSES					
01-410-000-100	Police Wages	91,700.31	1,236,990.00	(1,145,289.69)	7.4%
01-410-000-150	Payroll Tax Expense	7,385.66	93,953.00	(86,567.34)	7.9%
01-410-000-151	PSATS Unemployment Compensation	-	1,040.00	(1,040.00)	0.0%
01-410-000-156	Employee Benefit Expense	27,680.68	329,526.00	(301,845.32)	8.4%
01-410-000-158	Medical Expense Reimbursements	1,591.11	9,000.00	(7,408.89)	17.7%
01-410-000-160	Pension Expense	46,962.50	228,232.00	(181,269.50)	20.6%
01-410-000-174	Tuition Reimbursement	-	12,000.00	(12,000.00)	0.0%
01-410-000-181	Longevity Pay	-	19,800.00	(19,800.00)	0.0%
01-410-000-182	Education incentive	3,250.00	3,000.00	250.00	108.3%
01-410-000-183	Overtime Wages	5,038.72	46,000.00	(40,961.28)	11.0%
01-410-000-187	Courttime Wages	-	12,000.00	(12,000.00)	0.0%
01-410-000-191	Uniform/Boot Allowances	7,400.00	11,950.00	(4,550.00)	61.9%
01-410-000-200	Supplies	606.59	14,000.00	(13,393.41)	4.3%
01-410-000-215	Postage	-	750.00	(750.00)	0.0%
01-410-000-230	Gasoline & Oil	2,218.70	30,000.00	(27,781.30)	7.4%
01-410-000-235	Vehicle Maintenance	512.00	30,000.00	(29,488.00)	1.7%
01-410-000-238	Clothing/Uniforms	-	5,000.00	(5,000.00)	0.0%
01-410-000-250	Maintenance & Repairs	85.00	2,500.00	(2,415.00)	3.4%
01-410-000-260	Small Tools & Equipment	87.17	9,000.00	(8,912.83)	1.0%
01-410-000-311	Non-Reimbursable-Legal	-	3,000.00	(3,000.00)	0.0%
01-410-000-316	Training/Seminar	25.00	16,000.00	(15,975.00)	0.2%
01-410-000-317	Parking & travel	7.70	500.00	(492.30)	1.5%
01-410-000-320	Telephone	-	8,000.00	(8,000.00)	0.0%
01-410-000-322	Ipad Expense	-	600.00	(600.00)	0.0%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	1,198.46	12,000.00	(10,801.54)	10.0%
01-410-000-342	Police Accreditation	1,000.00	13,500.00	(12,500.00)	7.4%
01-410-000-352	Insurance - Liability	3,637.45	14,550.00	(10,912.55)	25.0%
01-410-000-353	Insurance - Vehicles	607.24	2,429.00	(1,821.76)	25.0%
01-410-000-354	Insurance - Workers Compensation	-	37,619.00	(37,619.00)	0.0%
01-410-000-420	Dues/Subscriptions/Memberships	63.77	1,000.00	(936.23)	6.4%
01-410-000-450	Contracted Services	4,783.85	17,200.00	(12,416.15)	27.8%
01-410-000-740	Computer/Furniture	-	5,000.00	(5,000.00)	0.0%
		205,841.91	2,227,139.00	(2,021,297.09)	9.2%
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	-	23,000.00	(23,000.00)	0.0%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	5,280.00	60,000.00	(54,720.00)	8.8%
01-411-001-001	Ludwigs	-	74,160.00	(74,160.00)	0.0%
01-411-001-002	Lionville	-	74,282.00	(74,282.00)	0.0%
01-411-001-003	Lionville Capital	-	-	-	#DIV/0!
01-411-001-004	Glenmoore	-	8,549.00	(8,549.00)	0.0%
01-411-001-005	E. Brandywine	6,804.00	13,608.00	(6,804.00)	50.0%
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%
		12,084.00	368,099.00	(356,015.00)	3.3%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account#	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	-	27,038.00	(27,038.00)	0.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		-	27,038.00	{27,038.00}	0.0%
CODES ADMINISTRATION					
01-413-000-100	Code Administrator Wages	18,014.44	243,098.00	(225,083.56)	7.4%
01-413-000-150	Payroll Tax Expenses	1,371.57	18,597.00	(17,225.43)	7.4%
01-413-000-151	PSATS Unemployment Compensation	-	240.00	(240.00)	0.0%
01-413-000-156	Employee Benefit Expense	6,191.40	73,835.00	(67,643.60)	8.4%
01-413-000-160	Pension	5,867.03	23,468.00	(17,600.97)	25.0%
01-413-000-181	Longevity Pay	-	7,200.00	(7,200.00)	0.0%
01-413-000-200	Supplies	105.00	2,000.00	(1,895.00)	5.3%
01-413-000-230	Gasoline & Oil	177.66	3,800.00	(3,622.34)	4.7%
01-413-000-235	Vehicle Maintenance	-	1,500.00	(1,500.00)	0.0%
01-413-000-316	Training/Seminar	155.00	3,000.00	(2,845.00)	5.2%
01-413-000-317	Parking/Travel	96.60	1,000.00	(903.40)	9.7%
01-413-000-320	Telephone	-	2,000.00	(2,000.00)	0.0%
01-413-000-322	Lpad Expense	-	600.00	(600.00)	0.0%
01-413-000-352	Insurance - Liability	105.87	424.00	(318.13)	25.0%
01-413-000-353	Insurance - Vehicle	87.32	349.00	(261.68)	25.0%
01-413-000-354	Insurance - Workers Compensation	-	1,736.00	(1,736.00)	0.0%
01-413-000-420	Dues/Subscriptions/Memberships	220.00	5,000.00	(4,780.00)	4.4%
01-413-000-450	Contracted Services	-	30,000.00	(30,000.00)	0.0%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		32,391.89	417,847.00	(385,455.11)	7.8%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	-	1,500.00	(1,500.00)	0.0%
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	-	30,000.00	(30,000.00)	0.0%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	-	500.00	(500.00)	0.0%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		-	38,500.00	(38,500.00)	0.0%
VILLAGE CONCEPT					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
ZONING					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	-	2,000.00	(2,000.00)	0.0%
01-414-003-315	Legal Fees	-	6,000.00	(6,000.00)	0.0%
01-414-003-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		-	9,800.00	(9,800.00)	0.0%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GLAccount #	Account Description	2019YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
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	-	1,200.00	(1,200.00)	0.0%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	146.66	1,200.00	(1,053.34)	12.2%
01-415-000-330	Other Services/Charges	-	500.00	(500.00)	0.0%
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%
		146.66	7,850.00	(7,703.34)	1.9%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	-	4,371.00	(4,371.00)	0.0%
01-422-000-601	Contributions - DARC	20,943.00	20,943.00	-	100.0%
	Downingtown Senior Center	-	2,000.00	(2,000.00)	0.0%
		20,943.00	27,314.00	(4,371.00)	76.7%
SIGNS					
01-433-000-200	Supplies	187.20	5,000.00	(4,812.80)	3.7%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		187.20	6,000.00	(5,812.80)	3.1%
SIGNALS					
01-434-000-450	Contracted Services	357.14	26,632.00	(26,274.86)	1.3%
		357.14	26,632.00	(26,274.86)	1.3%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	29,737.35	393,594.00	(363,856.65)	7.6%
01-438-000-150	Payroll Tax Expense	2,507.01	30,110.00	(27,602.99)	8.3%
01-438-000-151	PSATS Unemployment Compensation	-	560.00	(560.00)	0.0%
01-438-000-156	Employee Benefit Expense	12,211.33	150,538.00	(138,326.67)	8.1%
01-438-000-160	Pension	8,389.10	33,556.00	(25,166.90)	25.0%
01-438-000-181	Longevity	-	6,150.00	(6,150.00)	0.0%
01-438-000-183	Overtime Wages	3,128.54	24,000.00	(20,871.46)	13.0%
01-438-000-200	Supplies	740.93	49,600.00	(48,859.07)	1.5%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	973.02	29,200.00	(28,226.98)	3.3%
01-438-000-235	Vehicle Maintenance	232.00	14,050.00	(13,818.00)	1.7%
01-438-000-238	Uniforms	-	3,050.00	(3,050.00)	0.0%
01-438-000-245	Highway Supplies	372.91	9,900.00	(9,527.09)	3.8%
01-438-000-260	Small Tools & Equipment	507.50	12,400.00	(11,892.50)	4.1%
01-438-000-316	Training/Seminar	-	6,075.00	(6,075.00)	0.0%
01-438-000-317	Parking & travel	-	600.00	(600.00)	0.0%
01-438-000-320	Telephone	-	3,000.00	(3,000.00)	0.0%
01-438-000-322	Ipad Expense	-	1,200.00	(1,200.00)	0.0%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	441.09	1,764.00	(1,322.91)	25.0%
01-438-000-353	Vehicle Insurance	349.28	1,397.00	(1,047.72)	25.0%
01-438-000-354	Insurance - Workers Compensation	-	8,884.00	(8,884.00)	0.0%
01-438-000-360	Heating Oil	-	-	-	#DIV/0!
01-438-000-420	Dues and Subscriptions	660.00	400.00	260.00	165.0%
01-438-000-450	Contracted Services	2,446.79	52,730.00	(50,283.21)	4.6%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	244,222.00	(244,222.00)	0.0%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account#	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
		62,696.85	1,082,480.00	(1,019,783.15)	5.8%
	<u>Public Works - Facilities Division</u>				
01-438-001-100	Wages	11,492.78	221,770.00	(210,277.22)	5.2%
01-438-001-101	Employee Costs Allocated	-	(207,991.00)	207,991.00	0.0%
01-438-001-150	Payroll Tax Expense	984.86	16,965.00	(15,980.14)	5.8%
01-438-001-151	PSATS Unemployment Compensation	-	560.00	(560.00)	0.0%
01-438-001-156	Employee Benefit Expense	5,760.60	70,955.00	(65,194.40)	8.1%
01-438-001-160	Pension Expense	2,677.77	10,711.00	(8,033.23)	25.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	-	1,800.00	(1,800.00)	0.0%
01-438-001-183	Overtime Wages	1,372.17	8,000.00	(6,627.83)	17.2%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	497.90	8,000.00	(7,502.10)	6.2%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	-	950.00	(950.00)	0.0%
01-438-001-316	Training & Seminars	-	2,000.00	(2,000.00)	0.0%
01-438-001-352	Insurance - Liability	441.09	1,764.00	(1,322.91)	25.0%
01-438-001-353	Insurance - Vehicles	349.29	1,397.00	(1,047.71)	25.0%
01-438-001-354	Insurance - Workers Compensation	-	5,006.00	(5,006.00)	0.0%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		23,576.46	148,387.00	(124,810.54)	15.9%
	ROAD CONSTRUCTION				
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
	PARK & RECREATION				
	<u>Parks - General</u>				
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	-	207,991.00	(207,991.00)	0.0%
01-454-001-200	Supplies	815.56	10,000.00	(9,184.44)	8.2%
01-454-001-201	Park & Rec Special Events	-	6,000.00	(6,000.00)	0.0%
01-454-001-202	Community Day	-	28,000.00	(28,000.00)	0.0%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	-	6,000.00	(6,000.00)	0.0%
01-454-001-250	Maintenance & Repairs	-	500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	-	2,700.00	(2,700.00)	0.0%
01-454-001-316	Training/Seminars	-	5,000.00	(5,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	-	2,894.00	(2,894.00)	0.0%
01-454-001-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	-	500.00	(500.00)	0.0%
		815.56	275,585.00	(274,769.44)	0.3%
	HICKORY PARK				
01-454-002-200	Supplies-Hickory	701.62	3,000.00	(2,298.38)	23.4%
01-454-002-231	Propane	-	2,000.00	(2,000.00)	0.0%
01-454-002-250	Maintenance & Repairs	-	7,000.00	(7,000.00)	0.0%
01-454-002-351	Insurance-Property	788.31	3,153.00	(2,364.69)	25.0%
01-454-002-360	Utilities	132.12	5,000.00	(4,867.88)	2.6%
01-454-002-450	Contracted Services	377.85	20,000.00	(19,622.15)	1.9%
		1,999.90	40,153.00	(38,153.10)	5.0%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account#	Account Description	2019YTD Actual	2019 Budget	Over {Under) Budget	Actual as % of Budget
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	111.40	3,000.00	(2,888.60)	3.7%
01-454-003-250	Maintenance & Repairs	-	10,000.00	(10,000.00)	0.0%
01-454-003-312	Engineering Fees	-	2,000.00	(2,000.00)	0.0%
01-454-003-320	Telephone	124.99	2,500.00	(2,375.01)	5.0%
01-454-003-351	Insurance Property	788.31	3,153.00	(2,364.69)	25.0%
01-454-003-360	Utilities	-	12,000.00	(12,000.00)	0.0%
01-454-003-450	Contracted Services	-	16,000.00	(16,000.00)	0.0%
		1,024.70	48,653.00	(47,628.30)	2.1%
LARKINS FIELD					
01-454-004-200	Supplies-Larkins	-	1,000.00	(1,000.00)	0.0%
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	-	3,000.00	(3,000.00)	0.0%
		-	9,000.00	(9,000.00)	0.0%
UPLAND FARMS					
01-454-005-200	Supplies	32.17	5,000.00	(4,967.83)	0.6%
01-454-005-231	Propane & Heating Oil	-	4,500.00	(4,500.00)	0.0%
01-454-005-250	Repairs & Maintenance	-	50,000.00	(50,000.00)	0.0%
01-454-005-351	Insurance - Building	788.31	3,153.00	(2,364.69)	25.0%
01-454-005-360	Utilities	446.54	4,000.00	(3,553.46)	11.2%
01-454-005-450	Contracted Services	158.21	5,000.00	(4,841.79)	3.2%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		1,425.23	71,653.00	(70,227.77)	2.0%
	Total Parks and Recreation	5,265.39	445,044.00	{439,778.61}	1.2%
LIBRARY					
01-456-000-530	Contributions	-	5,000.00	(5,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
HISTORICAL COMMISSIONS					
01-459-000-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	-	500.00	(500.00)	0.0%
		-	2,500.00	(2,500.00)	0.0%
Total Expenditures Before Operating Transfers		470,165.83	6,203,129.00	(5,730,963.17)	7.6%
Excess of Revenues over Expenses Before Operating Transfers		(300,900.99)	487,071.00	{789,971.99}	-61.8%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account#	Account Description	2019YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
OPERATING TRANSFERS					
01-492-000-030	Transfer to Capital Projects Fund		150,000.00	(150,000.00)	0.0%
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		330,000.00	(330,000.00)	0.0%
		-	480,000.00	(480,000.00)	0.0%
	Total Expenditures after Operating Transfers	470,165.83	6,683,129.00	(6,210,963.17)	7.0%
EXCESS OF REVENUES OVER EXPENSES		(300,900.99)	7,071.00	{309,971.99}	-4255.4%

Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash			
04-100-000-000	Cash - Fulton Bank	\$	440,972.43
	Total Cash		440,972.43

Other Current Assets			
04-130-000-001	Due from General Fund		-
04-130-000-002	Due from Capital Fund		-
	Other Assets		-
	Total Other Current Assets		-

Total Assets	\$	440,972.43
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LIABILITIES AND FUND BALANCE

Accounts Payable			
04-200-000-000	Accounts Payable		-
04-258-000-000	Accrued Expenses		-
	Total Accounts Payable		-

Other Current Liabilities			
	Other Liabilities		
04-230-000-010	Due To General Fund		-
	Due To Capital Fund		-
	Total Other Current Liabilities		-

Total Liabilities	-
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Equity			
04-272-000-001	Opening Balance Equity	192,790.66	
04-272-000-002	Retained Earnings	247,285.01	
04-272-000-003	Transfer from Other Funds	-	
	Unrestricted Net Assets	-	
	Current Period Net Income (Loss)	896.76	
	Total Equity	440,972.43	

Total Fund Balance	\$	440,972.43
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Total Liabilities & Fund Balance	\$	440,972.43
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Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2019

GLAccount #	Account Description	2019YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 896.76	\$ 3,500.00	(2,603.24)	26%
04-355-000-002	Motor Fuel Vehicle Taxes	-	398,817.00	(398,817.00)	0%
04-389-000-001	Winter Snow Agreement	-	475.00	(475.00)	0%
04-389-000-002	Turnback Maintenance	-	14,760.00	(14,760.00)	0%
Total Revenues		\$ 896.76	\$ 417,552.00	\$ (416,655.24)	26%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	-	75,000.00	(75,000.00)	0%
04-432-000-250	Vehicle Maintenance & Repair	-	4,000.00	(4,000.00)	0%
04-432-000-450	Snow & Ice Contracted Services	-	45,000.00	(45,000.00)	0%
	Total Snow	-	124,000.00	(124,000.00)	0%
Road Projects					
04-438-000-239	Road Project Supplies	-	6,000.00	(6,000.00)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	-	6,000.00	(6,000.00)	#DIV/0!
Highway Construction					
04-439-001-250	Resurfacing	-	224,000.00	(224,000.00)	0%
04-439-002-250	Base Repairs - Pa. Drive	-	-	-	#DIV/0!
	Total Highway Construction	-	224,000.00	(224,000.00)	#DIV/0!
Total Expenditures		\$ -	\$ 354,000.00	\$ (354,000.00)	0%
Excess of Revenues over Expenditures		\$ 896.76	\$ 63,552.00	\$ (62,655.24)	1%

Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash			
05-100-000-010	Meridian Bank	\$	144,189.70
05-100-000-030	Cash - Fulton Bank		201,125.88
	Total Cash		<u>345,315.58</u>

Accounts Receivable

05-130-000-045	WIPP Receivable from MA		18,563.12
05-145-000-010	Solid Waste Receivable		184,142.33
05-145-000-095	Misc. Receivable		-
			<u>202,705.45</u>

Other Current Assets

05-130-000-010	Due from General Fund		55.00
05-130-000-020	Due from Capital Fund		-
05-130-000-050	Due from Municipal Authority		1,238.66
05-155-000-010	Prepaid Attorney Fees		-
	Other Assets		-
	Total Other Current Assets		<u>1,293.66</u>

Total Assets	\$	549,314.69
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LIABILITIES AND FUND BALANCE

Accounts Payable

05-200-000-020	Accounts Payable		-
05-258-000-000	Accrued Expenses		18,833.66
	Total Accounts Payable		<u>18,833.66</u>

Other Current Liabilities

05-239-000-010	Due To General Fund		-
05-239-000-020	Due To Capital Fund		-
05-239-000-030	Due to Liquid Fuels Fund		-
05-239-000-040	Due to Act 209 Fund		-
05-239-000-050	Due to Municipal Authority		1,277.63
05-252-000-010	Deferred Revenues		167,427.13
	Total Other Current Liabilities		<u>168,704.76</u>

Total Liabilities	187,538.42
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Equity

05-272-000-001	Opening Balance Equity		984,603.98
05-272-000-004	Unrestricted Net Assets		(575,697.68)
	Current Period Net Income (Loss)		(47,130.03)
	Total Equity		<u>361,776.27</u>

Total Fund Balance	\$	361,776.27
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Total Liabilities & Fund Balance	\$	549,314.69
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Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2019

GLAccount #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 576.30	\$ 10,000.00	(9,423.70)	6%
05-364-000-010	Solid Waste Income	11,099.43	1,025,124.00	(1,014,024.57)	1%
05-364-000-015	Resident Refunds	-	-	-	#DIV/0!
05-364-000-020	Recycling Income	-	-	-	#DIV/0!
05-364-000-025	Hazardous Waste Event	-	-	-	#DIV/0!
05-364-000-030	Leaf Bags Sold	55.00	500.00	(445.00)	11%
05-364-000-035	Scrap Metal Sold	-	500.00	(500.00)	0%
	Equipment Purchase Grant (Pa.)	-	-	-	#DIV/0!
05-364-000-040	Performance Grant	26,119.00	25,000.00	1,119.00	104%
05-380-000-000	Misc Income	-	-	-	#DIV/0!
Total Revenues		\$ 37,849.73	\$ 1,061,124.00	\$ (1,023,274.27)	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-150	Bank Fees	-	200.00	(200.00)	0%
05-427-000-200	Supplies	-	2,000.00	(2,000.00)	0%
05-427-000-210	Print and Mail Services	-	2,000.00	(2,000.00)	0%
05-427-000-220	Postage	1,544.16	2,500.00	(955.84)	62%
05-427-000-230	Toters	1,910.33	12,000.00	(10,089.67)	16%
05-427-000-314	Legal Fees	17.50	9,000.00	(8,982.50)	0%
05-427-000-316	Training & Seminars	-	500.00	(500.00)	0%
05-427-000-420	Dues/Subscriptions/Members hips	-	125.00	(125.00)	0%
05-427-000-450	Contracted Services	54,411.08	657,863.00	(603,451.92)	8%
05-427-000-700	Tipping Fees	23,067.38	234,090.00	(211,022.62)	10%
05-427-000-725	Tipping Fees - Recycling	2,591.58	36,000.00	(33,408.42)	7%
05-427-000-800	Recycling Disposal	1,437.73	-	1,437.73	#DIV/0!
	Total Operations	84,979.76	956,278.00	(871,298.24)	#DIV/0!
Operating Transfers					
05-492-000-030	Transfer to Capital Fund	-	-	-	#DIV/0!
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Total Expenditures		\$ 84,979.76	\$ 956,278.00	\$ (871,298.24)	9%
Excess of Revenues over Expenditures		\$ (47,130.03)	\$ 104,846.00	\$ (151,976.03)	-45%

Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash

08-100-000-100	Cash - Fulton Bank	98,314.13
	Total Cash	98,314.13

Other Current Assets

08-130-000-010	Due from General Fund	-
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	-
	Total Other Current Assets	-

Total Assets	\$	98,314.13
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LIABILITIES AND FUND BALANCE

Accounts Payable

08-200-000-000	Accounts Payable	-
08-258-000-000	Accrued Expenses	-
	Total Accounts Payable	-

Other Current Liabilities

08-230-000-010	Due To General Fund	-
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	-
	Total Other Current Liabilities	-

Total Liabilities		-
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Equity

08-272-000-100	Unrestricted Net Assets	98,700.55
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	(386.42)
	Total Equity	98,314.13

Total Fund Balance	\$	98,314.13
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Total Liabilities & Fund Balance	\$	98,314.13
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Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2019

GL Account#	Account Description	2019YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 201.08	\$ 600.00	{398.92}	34%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	-	-	-	#DIV/0!
08-361-000-100	Water Resource Protection Fees				
08-392-000-010	Transfer from the General Fund	-	330,000.00	{330,000.00}	0%
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
	Miscellaneous Revenue		282,432.00	{282,432.00}	0%
				-	#DIV/0!
Total Revenues		\$ 201.08	\$ 613,032.00	\$ (612,830.92)	#DIV/0!
EXPENDITURES					
Operations					
08-404-000-311	Legal Fees	-	5,000.00	{5,000.00}	0%
08-406-000-010	Grant Application Fees	-	5,000.00	{5,000.00}	0%
08-408-000-010	Engineering	-	5,000.00	{5,000.00}	0%
08-408-000-020	Feasibility Studies	-	-	-	#DIV/0!
08-420-000-035	Permits	287.50	-	287.50	#DIV/0!
08-420-000-260	Small Tools & Equipment	-	1,000.00	{1,000.00}	0%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	300.00	5,000.00	{4,700.00}	6%
08-446-000-230	Gasoline & Oil	-	1,600.00	{1,600.00}	0%
08-446-000-235	Vehicle maintenance	-	3,990.00	{3,990.00}	0%
08-446-000-250	Maintenance & Repair	-	2,000.00	{2,000.00}	0%
08-446-000-316	Training & Seminars	-	2,000.00	{2,000.00}	0%
08-446-000-450	Contracted Services	-	5,000.00	{5,000.00}	0%
08-446-000-600	Construction	-	575,290.00	{575,290.00}	0%
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Basin Neutralization	-	-	-	#DIV/0!
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
	Total Operations	587.50	610,880.00	{610,292.50}	#DIV/0!
Operating Transfers					
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Total Expenditures		\$ 587.50	\$ 610,880.00	\$ (610,292.50)	0%
Excess of Revenues over Expenditures		\$ (386.42)	\$ 2,152.00	\$ (2,538.42)	-18%

Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash			
09-100-000-010	Cash - Fulton Bank	\$	534,252.50
	Total Cash		534,252.50
Other Current Assets			
09-130-000-000	Due from General Fund		-
09-130-000-001	Due from Capital Fund		-
09-191-000-000	Other Assets		-
	Reserve - Accounts Receivable		-
	Total Other Current Assets		-
Total Assets		\$	534,252.50

LIABILITIES AND FUND BALANCE

Accounts Payable			
09-200-000-000	Accounts Payable		-
09-258-000-000	Accrued Expenses		-
	Total Accounts Payable		-
Other Current Liabilities			
09-297-000-000	Other Liabilities		-
09-297-000-001	Due To General Fund		-
09-297-000-002	Due To Capital Fund		-
	Total Other Current Liabilities		-
Total Liabilities		\$	-
Equity			
09-272-000-001	Opening Balance Equity		299,600.19
09-272-000-002	Permanently Restricted Net Assets		-
09-272-000-003	Retained Earnings		(17,187.19)
09-272-000-004	Temporarily Restricted Net Assets		-
09-272-000-005	Unrestricted Net Assets		250,730.12
	Current Period Net Income (Loss)		1,109.38
	Total Equity		534,252.50
Total Fund Balance		\$	534,252.50
Total Liabilities & Fund Balance		\$	534,252.50

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 1,109.38	7,000.00	\$ (5,890.62)	15.8%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	- \$	-	-	#DIV/0!
09-379-000-020	Transportation Impact Fees - Reserve	-	-	-	#DIV/0!
09-380-000-000	Misc Revenue	-	-	-	#DIV/0!
09-395-000-100	Transfer from General Fund	-	-	-	#DIV/0!
09-395-000-200	Transfer from Capital Fund	-	-	-	#DIV/0!
Total Revenue		1,109.38	7,000.00	(5,890.62)	#DIV/0!
09-489-000-000	Arle Grant - Act 209	-	-	-	
09-489-000-010	Engineering Fees	-	-	-	#DIV/0!
09-489-000-020	Construction	-	-	-	#DIV/0!
09-489-000-045	Contracted Services	-	-	-	#DIV/0!
09-489-000-600	Capital Construction	-	-	-	#DIV/0!
Total Expenditures		-	-	-	#DIV/0!
Excess of Revenues over Expenditures		\$ 1,109.38	\$ 7,000.00	\$ (5,890.62)	#DIV/0!

Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of January 31, 2019

Packet Page 54

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 104,690.83
15-100-000-200	Cash - Construction Fund (PSDLAF)	82.85
	Total Cash	<u>104,773.68</u>
Other Current Assets		
15-130-000-001	Due from General Fund	-
15-130-000-002	Due from Municipal Authority	-
15-136-000-100	Interest Receivable	-
	Other Assets	-
	Total Other Current Assets	<u>-</u>
Long-Term Assets		
15-161-000-100	Sewer Easements	-
15-163-000-100	Capital Assets - Plant	26,102,105.41
15-163-000-200	Capital Assets - Expansion	-
15-163-000-400	Excess Capacity	-
15-163-000-500	Accumulated Depreciation	(2,965,403.89)
		<u>23,136,701.52</u>
Total Assets		\$ 23,241,475.20

LIABILITIES AND FUND BALANCE

Current Liabilities		
15-200-000-000	Accounts Payable	-
15-230-000-001	Due To General Fund	-
15-230-000-002	Due to Municipal Authority	234,000.00
15-258-000-000	Accrued Expenses	-
15-258-000-100	Interest Payable on Bonds	30,702.08
	Total Accounts Payable	<u>264,702.08</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	5,275,000.00
15-261-000-200	Premium on Bonds	127,842.75
15-261-000-250	Accrued Amortization on Bond Premium	(25,568.54)
		<u>5,377,274.21</u>
Total Liabilities		5,641,976.29
Equity		
15-272-000-100	Unrestricted Net Assets	17,614,632.28
	Current Period Net Income (Loss)	(15,133.37)
	Total Equity	<u>17,599,498.91</u>
Total Fund Balance		\$ 17,599,498.91
Total Liabilities & Fund Balance		\$ 23,241,475.20

Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2019

Packet Page 55

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 217.67	\$ 3,000.00	(2,782.33)	7%
15-342-000-100	Operations Mgmt Agreement Fees	-	569,287.00	(569,287.00)	0%
		-		-	#DIV/0!
Total Revenues		\$ 217.67	\$ 572,287.00	\$ (572,069.33)	#DIV/0!
EXPENDITURES					
General					
15-400-000-461	Bank Fees	-	200.00	(200.00)	0%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		-	1,200.00	(1,200.00)	-
Bond expenses					
15-472-000-100	Bond Interest Expense - 2014 Bonds	15,351.04	379,287.00	(363,935.96)	4%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	-	(5,114.00)	5,114.00	0%
	Total Debt Expenses	15,351.04	374,173.00	(358,821.96)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 15,351.04	\$ 375,373.00	\$ (360,021.96)	4%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
Total Expenditures and Transfers		15,351.04	375,373.00	(360,021.96)	#DIV/0!
Excess of Revenues over Expenditures		\$ (15,133.37)	\$ 196,914.00	\$ (212,047.37)	-8%

Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	78,247.98
30-100-000-020	PSDLAF		883,459.07
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		69.73
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		5,662,494.22
	Total Cash		6,624,271.00

Accounts Receivable			
30-130-000-001	Due from General Fund		50,000.00
30-130-000-002	Due From Municipal Authority		-
30-130-000-003	Due from Escrow Fund		-
30-130-000-004	Due from Solid Waste Fund		-
30-130-000-005	Due From Liquid Fuels Fund		-
30-130-000-006	Due from Act 209 Fund		-
30-130-000-007	Due from Water Resource Protection Fund		-
	Total Accounts Receivable		50,000.00

Other Current Asset			
30-155-000-000	Prepaid Expenses		-
30-191-000-000	Other Assets		-
	Total Other Current Asset		-

Total Assets		\$	6,674,271.00
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LIABILITIES AND FUND BALANCE

Accounts Payable			
30-200-000-000	Accounts Payable		-
30-258-000-000	Accrued Expenses		37,385.34
30-258-000-100	Interest Payable - 2019 Bonds		15,862.58
	Total Accounts Payable		53,247.92

Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		-

Other Current Liabilities			
30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		-
30-230-000-002	Due to Act 209		-
30-230-000-003	Due to Solid Waste Fund		-
30-230-000-004	Due to Municipal Authority		-
30-230-000-005	Due To Escrow Fund		-
	Total Other Current Liabilities		-

Total Liabilities		\$	53,247.92
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Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		181,903.39
	Current Period Net Income (Loss)		5,490,721.30
	Total Equity		6,621,023.08

Total Fund Balance		\$	6,621,023.08
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Total Liabilities & Fund Balance		\$	6,674,271.00
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Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 8,823.75	\$ 20,000.00	(11,176.25)	44%
30-354-000-010	Grant Revenue - County	-	-	-	#DIV/0!
30-354-000-020	Grant Revenue - State	-	-	-	#DIV/0!
30-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
30-354-000-040	Grant Revenue - Other	-	5,800.00	(5,800.00)	0%
30-391-000-100	Sale of Fixed Assets	-	5,000.00	(5,000.00)	0%
30-392-000-001	Transfer from General Fund	-	150,000.00	(150,000.00)	0%
30-392-000-005	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	5,656,036.88	5,587,295.00	68,741.88	101%
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		5,664,860.63	5,768,095.00	(103,234.37)	98%
Total Revenues					
		\$ 5,664,860.63	\$ 5,768,095.00	\$ (103,234.37)	98%
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General	-	-	-	#DIV/0!
30-409-001-700	Capital Purchases-Executive	-	-	-	#DIV/0!
30-409-002-600	Capital Construction - Township Bldg	31,519.75	3,000,000.00	(2,968,480.25)	1%
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	42,256.00	93,400.00	(51,144.00)	0%
30-409-003-700	Capital Purchases - PW Bldg	-	-	-	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	Total Township	73,775.75	3,093,400.00	(3,019,624.25)	2%
Police					
30-410-000-700	Capital Purchases- Police	37,247.55	73,000.00	(35,752.45)	51%
	Future Purchase	-	-	-	#DIV/0!
		37,247.55	73,000.00	(35,752.45)	51%
Codes					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Emergency Management					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Public Works					
30-438-000-700	Capital Purchases-Vehicles	-	-	-	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	2,582.86	16,200.00	(13,617.14)	16%
	Total Public Works	2,582.86	16,200.00	(13,617.14)	#DIV/0!
Roads					
30-502-434-700	Traffic Signals	41,795.00	-	41,795.00	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	-	-	#DIV/0!
		41,795.00	-	41,795.00	#DIV/0!

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2019

Parks				
All Parks				
30-454-000-700	Capital Purchases - All Parks	-	-	#DIV/0!
Hickory Park				
30-454-001-600	Capital Construction - Hickory	80.00	-	80.00 #DIV/0!
30-454-001-700	Capital Purchases - Hickory	774.95	457,400.00	(456,625.05) 0%
Fellowship Fields				
30-454-002-600	Capital Construction - Fellowship	-	-	- #DIV/0!
30-454-002-700	Capital Purchases - Fellowship	-	7,600.00	(7,600.00) 0%
Larkins Field				
30-454-003-600	Capital Construction - Larkins	-	-	- #DIV/0!
30-454-003-700	Capital Purchases - Larkins	-	-	- #DIV/0!
Upland Farms				
30-454-004-600	Capital Construction - Upland	-	500,000.00	(500,000.00) 0%
30-454-004-610	Fund Raising - Upland	-	-	- #DIV/0!
30-454-004-700	Capital Purchases - Upland	-	7,000.00	(7,000.00) 0%
Village of Eagle Pocket Park				
30-506-000-100	Design	-	-	-
30-506-000-600	Capital Construction	-	-	- #DIV/0!
30-506-000-700	Capital Purchases	-	-	- #DIV/0!
	Total Parks Capital	854.95	972,000.00	(971,145.05) 0%
Trails				
30-455-000-650	Grant-Trails/Bridge	-	-	- #DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	1,900.64	654,313.00	(652,412.36) 0%
30-455-000-652	Side Path Project	-	-	- #DIV/0!
	Total Trails	1,900.64	654,313.00	(652,412.36) 0%
Debt Service				
30-472-000-100	Interest Expense - 2019 Bonds	15,862.58	184,999.00	(169,136.42) 9%
	Principal - 2019 Bonds	-	140,000.00	(140,000.00) 0%
30-500-471-003	Capital Lease - Principal	-	51,064.00	(51,064.00) 0%
30-500-472-003	Capital Lease - Interest	-	5,780.00	(5,780.00) 0%
	Total Debt Service	15,862.58	381,843.00	(365,980.42) 4%
Village Concept				
30-506-000-100	Design - Village of Eagle	-	-	- #DIV/0!
30-506-000-600	Construction - Village of Eagle	120.00	-	120.00 #DIV/0!
		120.00	-	120.00 #DIV/0!
Total Expenditures before Operating Transfers				
		\$ 174,139.33	\$ 5,190,756.00	\$ (5,016,616.67) 3%
Operating Transfers				
30-505-000-010	Transfers to the General Fund	-	-	- #DIV/0!
30-505-000-020	Transfers to the Solid Waste Fund	-	-	- #DIV/0!
30-505-000-030	Transfers to the Act 209 Fund	-	-	- #DIV/0!
	Total Operating Transfers	-	-	- #DIV/0!
Excess of Revenues over Expenditures and Operating Transfers				
		\$ 5,490,721.30	\$ 577,339.00	\$ 4,913,382.30 951.04%

Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of January 31, 2019

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 47,563.68
	Total Cash	47,563.68
Other Current Assets		
40-130-000-010	Due from General Fund	903.00
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	315.00
	Total Other Current Assets	1,218.00
Total Assets		\$ 48,781.68

LIABILITIES AND FUND BALANCE

Accounts Payable

40-200-000-000	Accounts Payable	-
	Total Accounts Payable	-

Other Current Liabilities

40-230-000-010	Due To General Fund	-
40-230-000-020	Due to Solid Waste Fund	-
40-230-000-030	Due to Municipal Authority	200.00
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	9,419.11
40-248-000-004	Columbia Gas Transmission LLC	8,005.67
40-248-000-005	Chester County - Radio Tower	339.38
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,718.38
40-248-000-009	Open Community Corp.	(16,759.66)
40-248-000-010	Sunoco Reed Road	4,082.86
40-248-000-011	McHugh	10.04
40-248-000-012	Marsh Lea	(1,418.29)
40-248-000-013	Eagle Pointe	(400.00)
40-248-000-014	Grashof	765.07
40-248-000-015	McKee Feters	(1,262.93)
40-248-000-017	Vantage Point Retirement	(1,857.88)
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	3,837.39
40-248-000-020	Milford Rd. Associates	0.88
40-248-000-021	Townes at Chester Springs	4,449.71
40-248-000-022	Eagle Village	(5,824.02)
40-248-000-023	Fish Eye	16,471.87
40-248-000-024	Jankowski	4,551.20
40-248-000-025	Eagleview Lot 1C	6,213.79
40-248-000-026	Lot 1B Maintenance Area	6,512.12
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	4,812.14
40-248-000-030	Profound Technologies	6,786.67
	Total Other Current Liabilities	48,781.68

40-258-000-000	Accrued Expenses	-
Total Liabilities		\$ 48,781.68

Equity

40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	-
	Total Equity	-

Total Fund Balance		\$ -
Total Liabilities & Fund Balance		\$ 48,781.68

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2019

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 91.97	\$ -	\$ 91.97	-
40-341-000-010	Interest Income - allocated to Developers	(91.97)	-	(91.97)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
		-	-	-	-
Total Revenue		-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Expenditures		-	-	-	-
Excess of Revenues over Expenditures		\$ -	\$ -	\$ -	-



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: February 14, 2019

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:

Eaglepointe Village – Cary, Al, Matt Brown, and I met with JLoew & Associates regarding the potential of a Starbucks in the former Key Bank site. It was determined in addition to land development; a conditional use will be required for the Drive Thru. JLoew seems likely to pursue.

Township Building Expansion Project – We have been coordinating with Hammel and Associates and their sub consultants on the preparation of bid documents.

General:
Meetings / Correspondence with staff regarding various matters.



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: February 13, 2019
To: Board of Supervisors
From: David Leh, P.E.

125 Little Conestoga Road (Profound Technologies) - The Applicant is proposing to construct a two-story building addition and additional parking areas. It has been determined a conditional use will be required for the project. As such, the Applicant will be revising the plans to address the consultants' comments and submitting a conditional use application.

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 6 building permit applications (28 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, 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. To date, we have received 6 building permit applications. In addition, on November 19, 2018 the Board granted a modification to allow the elimination of individual unit parcel lines.

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, 2018 meeting. The applicant has since submitted a revised plan to address the consultants' outstanding comments and a review letter has been issued. There has been no further activity on this project.

Byers Station (Lot 6C)- Vantage Point – An Amended Tentative PRD 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

Reference: Development Update

File No. 19-01080T
February 13, 2019

September 13, 2018 meeting and a recommendation for approval was given. A hearing for the modification was opened on December 17, 2018. It will be continued on March 18^t, 2019.

Eagleview Lot 1B– A revised Preliminary / Final Land Development Plan has been received for a maintenance facility on the site. The Board granted Preliminary / Final Land Development Approval at their November 19, 2018 meeting. Revised plans have been submitted to the consultants for confirmation all outstanding comments have been addressed.

Eagleview Lot 1C– This project proposes a 113,000 SF Flex Office building. The proposed building and amenities are similar to the adjacent office buildings located along Sierra Drive. The Board granted Final Land Development Approval at their November 19, 2018 meeting. Revised plans have been submitted to the consultants for confirmation all outstanding comments have been addressed.

Fetters Property (McKee Group) - A conditional use was approved on January 17, 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 Land Development Approval at their October 16, 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, 2017 meeting. The Board granted Preliminary / Final Land Development Approval at their October 15, 2018 meeting.

Marsh Lea – The Board granted Preliminary / Final Plan Approval to this 27-lot, single-family home community at their May 15, 2017 meeting. Construction continues and the roadway has been constructed and paved. In addition, we have received grading plans for 8 proposed homes.

Reserve at Chester Springs (Frame Property) – Building Permits have been issued for all lots in the development.

Thir Property (McQueen) - The plan proposes a two-story 8,500 SF office / retail building on the property, which is located at the corner of Park Road and Ticonderoga Blvd. The Board granted Preliminary / Final Approval to the plan at their August 16, 2010 meeting. The Applicant has contacted the Township and indicated they will be moving forward with constructing a music studio on this property.

Reference: Development Update

File No. 19-01080T
February 13, 2019

Windsor Baptist Church - The Church has submitted a sketch plan for an approximately 9,250 square foot school building on their current property. The plan was reviewed by the Planning Commission at their December 13, 2018 meeting. The Church indicated they will move forward with a land development plan.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath
Administrative Assistant

RE: Codes Department Activity Report

DATE: February 12, 2019

Attached, please find the Codes Department Activity Report for the month of January, 2019.

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP
Permit Analysis
2016-2019

	2016				2017				2018				2019			
	# 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	33	\$19,195.00	33	\$19,195.00	36	\$ 27,889.54	36	\$ 27,889.54	46	\$ 37,719.22	46	\$ 37,719.22	30	\$17,025.46	30	\$17,025.46
Feb	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	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	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	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	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	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	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	57	\$ 8,844.90	602	\$ 238,779.90	86	\$ 29,485.94	621	\$ 345,626.52	55	\$ 47,345.62	494	\$ 337,640.62				
Oct	64	\$ 8,144.42	666	\$ 246,923.42	101	\$ 69,748.73	722	\$ 415,375.25	60	\$ 46,722.50	554	\$ 384,363.12				
Nov	71	\$ 13,717.44	737	\$ 260,640.86	58	\$ 29,023.10	780	\$ 415,404.48	45	\$ 34,720.92	599	\$ 419,084.04				
Dec	42	\$ 9,929.00	779	\$ 270,569.86	28	\$ 17,392.92	808	\$ 432,797.40	31	\$ 18,505.86	630	\$ 437,589.90				

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JANUARY/FEBRUARY 2019 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 Traisr: 113

- **Municipal Authority & PA 1-calls**
§ 51 Work orders completed
 - **Public Works**
§ 11 Work orders completed
 - **Parks**
§ 5 Work orders completed
 - **Solid Waste**
§ 26 Work orders completed
 - **Vehicles and Equipment (All Dept.)**
§ 20 Work orders completed
-
- **Pole Barn was built at the Public Works Garage to house equipment. All is complete but the overhead doors. A concrete slab floor will be placed this year.**
 - **Called out 4 times for snow/ice removal**
 - **Worked on berm repair on Davenport Drive and Reeds Road intersection once again to bring it to DEP standards. We had started it when the freezing weather came and halted the job.**

- Replaced more shop lights with LEDs
- Replaced lights in Hickory Park and Fellowship Fields Snack bars
- Mixed salt and Anti-skid material
- Worked with electrician at various locations
- Cleared out storm pipes and inlet structures
- Parks and facility checks after storms
- 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.
- Minor maintenance issues were handled at the Township Buildings.

Bids:

- None

Road Dedications:

- 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



UPPER UWCHLAN POLICE DEPARTMENT

MEMORANDUM

TO: Upper Uwchlan Township Board of Supervisors
Cary Vargo, Township Manager
Gwen Jonik, Township Secretary

FROM: Chief John D. DeMarco

RE: *Fireworks Ordinance Amendment*

DATE: February 15, 2019

I was contacted by our solicitor that we need to amend our current ordinance addressing Fireworks. There has been a court ruling regarding the sale and storage of fireworks. Our solicitor sent me the amendment needed for this piece of local legislation.

The Ordinance amendment has been properly advertised. I ask the Board of Supervisors to consider adoption of the amendment at your February 19, 2019 meeting.

Thank you for your attention to this matter.

Attachment:

Draft Ordinance Amendment



UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF UPPER UWCHLAN TOWNSHIP, CHAPTER 81, TITLED, "FIREWORKS," TO CLARIFY CERTAIN PROVISIONS AND REMOVE PROVISIONS THAT ALLOW THE SALE OF CONSUMER FIREWORKS FROM TEMPORARY STRUCTURES.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Upper Uwchlan Township that Chapter 81 of the Code of the Township of Upper Uwchlan, titled, "Fireworks" is hereby amended as follows:

SECTION 1. Section 81-2, titled, "Definitions," is hereby amended to remove and delete the definition of "TEMPORARY STRUCTURE".

SECTION 2. Section 81-3.C is hereby amended to read as follows:

"C. Sale and storage of consumer fireworks. The sale and storage of consumers fireworks within the Township shall comply with Act 43 of 2017, codified at 72 P.S. § 9401-9416, and comply with the applicable regulations and licensing requirements of the Pennsylvania Department of Agriculture."

SECTION 3. Section 81-4, titled, "Consumer fireworks: temporary structures," is hereby removed and deleted in its entirety. Section number shall be reserved.

SECTION 4. Severability. The provisions of this Ordinance are severable, and if any article, section, subsection, clause, sentence or part thereof shall be held or declared illegal, invalid or unconstitutional by any court of competent jurisdiction, the decision shall not affect or impair any of the remaining articles, sections, subsections, clauses, sentences or parts thereof of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors that this Ordinance would have been adopted if such illegal, invalid or unconstitutional article, section, subsection, clause, sentence or part thereof had not been included herein.

SECTION 5. Repealer. All Ordinances or parts of Ordinances conflicting with any provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this _____ day of _____, 2019.

ATTEST:

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Gwen A. Jonik, Township Secretary

Guy A. Donatelli, Chair

Sandra M. D'Amico, Vice-Chair

Jamie W. Goncharoff, Member



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Septage Management Ordinance
Consider Adoption

DATE: February 12, 2019

Attached for your consideration is a proposed, and duly advertised, Septage Management Ordinance. This ordinance regulates on lot septic systems in the Township requiring system owners to have said systems pumped, inspected, and maintained once every three years. The requirements of this ordinance are based on best management practices with the goal of protecting the Townships high quality water resources. The Chester County Health Department has put into place a data management system that allows the Township to capture information on septic system pumping activities. This system allows the Township to identify and track problematic systems or regionally based septic problems and notify property owners of the need to pump, inspect, and properly maintain their systems.

The ordinance has been reviewed by the members of the Municipal Authority, the Municipal Authority Solicitor, Township staff, and the Township Solicitor with all recommended changes being incorporated into the final draft. The news release, the ordinance, and the associated FAQ's have been disseminated via the Township's website and social media.

I would respectfully request that the Board of Supervisors adopt the proposed ordinance as presented.



UPPER UWCHLAN TOWNSHIP

140 Pottstown Pike
Chester Springs, PA 19425
(P) 610-458-9400 (F) 610-458-0307
www.upperuwchlan-pa.gov



ADMINISTRATION

Date: January 10, 2019

FOR IMMEDIATE RELEASE

UPPER UWCHLAN TOWNSHIP SEPTAGE MANAGEMENT PROGRAM

CHESTER SPRINGS, PA – In an effort to ensure sustainable water quality and comply with Pennsylvania Department of Environmental Protection (DEP) regulations, Upper Uwchlan Township is implementing a Septage Management Program. This program requires that owners of onsite septic systems have the systems pumped and inspected once every three years. The proposed ordinance has been reviewed by the Township's Municipal Authority, the Pennsylvania DEP, and the Township's Solicitor. The ordinance will be considered for adoption by the Board of Supervisors at their business meeting scheduled for Tuesday, February 19, 2019.

The draft ordinance, as well as an FAQ sheet about the program, are attached to this news release. Property owners with questions about the ordinance and any of its requirements are encouraged to contact the Municipal Authority Administrator Matthew Brown at Authority@upperuwchlan-pa.gov or contact the Township offices at 610-458-9400.

Upper Uwchlan Township is a Township of the Second class, population 11,500, located in central Chester County, PA. Visit us on the web at www.upperuwchlan-pa.gov. Like us on Facebook and Twitter @upperuwchlan.

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UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 141 OF THE UPPER UWCHLAN TOWNSHIP CODE TITLED, “SEWERS” TO ADD A NEW ARTICLE III TITLED, “ON LOT SEWAGE DISPOSAL SYSTEMS” TO ADOPT REGULATIONS FOR INDIVIDUAL ON-LOT SEWER SYSTEMS.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of Upper Uwchlan, Chester County, Pennsylvania, as follows:

SECTION 1. Chapter 141 of the Upper Uwchlan Township Code, titled, “Sewers” shall be amended to adopt a new Article III, titled “On Lot Sewage Disposal Systems” which shall provide as follows:

“ARTICLE III. INDIVIDUAL ON-LOT SEWER SYSTEMS.

§ 141-23. Authority; purpose.

- A. In accordance with municipal codes, the Clean Streams Law (Act of June 27, 1937, P.L. 1987., No. 394 as amended, 35 P.S. §§691.1 to 691.1001), and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535 as amended 35 P.S. §750.1 et seq., known as Act 537), it is the power and the duty of Upper Uwchlan Township to provide for adequate sewage treatment and disposal facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Official Sewage Facilities Plan for Upper Uwchlan Township indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.
- B. The purpose of this Article is to provide for the regulation, inspection, maintenance, and rehabilitation of Individual Sewage Systems (as hereinafter defined); to further permit intervention in situations, which may constitute a public nuisance or hazard to the public health; and to establish penalties and appeal procedures necessary for the proper administration of a sewage management program.

§ 141-24. Applicability.

From the effective date of this Article, the provisions of this Article shall apply to all portions of the Township served by Individual Sewage Systems. Within such an area or areas, the provisions of this Article shall apply to all persons owning any property serviced by an Individual Sewage System and to all persons installing or rehabilitating such sewage systems.

§ 141-25. Permit Requirements.

- A. No Person shall install or construct an Individual Sewage System or install, construct, occupy or use a building or structure served by that Individual Sewage System without first obtaining a permit from the Sewage Enforcement Officer, employed by the Chester County Health Department and/or the Township, which permit shall indicate that the site and the plans and specifications of such system are in compliance with the provisions of the Clean Streams Law (35 P.S. §§691.1-691.1001) and the Pennsylvania Sewage Facilities Act (35 P.S. 750.1 et seq.) and the regulations adopted pursuant to those Acts.
- B. No system or structure designed to provide individual sewage disposal shall be covered from view until approval to cover the same has been given by a Sewage Enforcement Officer.
- C. Applicants for sewage permits shall be required to notify the Sewage Enforcement Officer of the schedule for construction of the permitted on-lot sewage disposal system so that inspection(s) in addition to the final inspection required by the Sewage Facilities Act shall be scheduled and performed by a Sewage Enforcement Officer.
- D. No building or occupancy permit shall be issued for a new building which will contain sewage generating facilities until a sewage permit has been obtained from a Sewage Enforcement Officer.
- E. No building or occupancy permit shall be issued and no work shall begin on any alteration or conversion of any existing structure, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until either the structure's owner receives a permit for alteration or replacement of the existing sewage disposal system or until the structure's owner and the appropriate officials of the Township receive written notification from a Sewage Enforcement Officer that such a permit will not be required. The Sewage Enforcement Officer shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

- F. No Individual On-lot Sewer System shall be modified or subject to rehabilitation (as defined herein) without the issuance of a permit by the Sewage Enforcement Officer.
- G. No Individual On-lot Sewer System shall be used or loaded in a manner which is inconsistent with the permit that was issued to authorize that system's installation or with the requirements of Chapter 73 of Title 25 of the Pennsylvania Code, as the same may be amended from time to time.
- H. Permit applications for Individual On-lot Sewer Systems which include electronically, mechanically, hydraulically or pneumatically operated or controlled devices shall be accompanied by the respective manufacturer's recommended maintenance schedule and product specifications.

§ 141-26. Inspections.

- A. The following steps shall be taken with regard to the On-Lot Sewage Disposal Systems in the Township:
 - 1. The Property Owner shall arrange for an initial inspection of the On-Lot Sewage System to be conducted by a Certified Inspector within three (3) years of the effective date of this Article for the purpose of determining the type and functional status of each sewage disposal system in the Township. The inspection shall be conducted in accordance with all applicable state and federal regulations. All costs associated with inspection, pumping and remediation shall be the responsibility of the Property Owner.
 - 2. Every three years after the initial inspection, the Property Owner shall have conducted another inspection for the purpose of determining the functional status and condition of the sewage disposal system.
 - 3. The Township or its designee shall send, via regular U.S. Mail, notice to the Property Owner that the On-Lot Sewage Disposal System is due for inspection and certification. Within forty- five (45) days from receiving the notice from the Township, the Property Owner must schedule an appointment with a Certified Inspector provided however that no notice will be sent if the County records reflect that the system has been pumped, inspected and passed inspection within the last three (3) years.
 - 4. At the time of the scheduled inspection the On-Lot Sewage Disposal System shall be pumped by a Pumper/Hauler Business so that it may be inspected by the Certified Inspector. The Property Owner shall ensure that the person performing the inspection and the pumping is both a Certified Inspector and a Pumper/Hauler Business or that separate persons having those

qualifications perform the tasks.

5. The Certified Inspector shall prepare a written report of its inspection (including the name, company and certification number of the inspector and the date of inspection) and furnish a copy to the Property Owner, the Township and the Chester County Department of Health for entry into its tracking system. The Certified Inspector will provide the Property Owner with any specific conclusion(s) relative to the system inspection.
- B. To the extent that a Property Owner does not conduct the inspection and pumping of an On-Lot Sewage Disposal System as specified in subsection A above, the On-Lot Sewage Disposal System may be inspected by an Authorized Agent at any reasonable time after the Township provides ten (10) days prior written notice, sent by regular U.S. Mail, to the Property Owner. Such inspection may include a physical tour of the On-Lot Sewage Disposal System and its related components. The Township may also arrange for the pumping of that system. Any costs that the Township or the Authorized Agent incurs with the inspection and pumping shall be reimbursed by the Property Owner. Any delinquent costs are subject to the procedures of Sections 10 and 13.A.5 of this Article.
 - C. It is recommended that On-Lot Sewage Disposal Systems be routinely inspected by the Property Owner or a Responsible Management Entity in accordance with the following schedule:
 1. Semi Annually - Individual Residential Drip Irrigation Systems permitted in accordance with 25 Pa Code § 73.167.
 2. Once every three years - All Tanks, including but not limited to Treatment Tanks (i.e, Septic Tanks), Pump Tanks, and Distribution Boxes to be checked for surface discharge and settlement. Surface discharge or settlement of more than 4 inches for Distribution Boxes will require water tightness testing, verification of the structural integrity and proper slope, and the removal of any solids and scum buildup.

§ 141-27. Operation.

- A. Property Owners are responsible to properly operate the Sewage Facilities on their individual properties; this includes providing where necessary electrical power and access to communication service for the operation of the Sewage Facilities and to respond to any alarm notification.
- B. Property Owners shall not introduce or dispose of any substance into any Sewage Facility that would cause harm or in any way interfere with the proper operation of the Sewage Facility.
- C. Only normal domestic wastes shall be discharge into any Sewage Facilities. The

following shall not be discharged into the Sewage Facility:

1. Industrial waste;
2. Automobile oil and other non-domestic oil;
3. Toxic or hazardous substances or chemicals including, but not limited to, pesticides (insecticides, fungicides, herbicides, and anti-microbial agents), disinfectants (excluding household cleaners and non-incident cleaning products), acids, paints, paint thinners, gasoline, and other solvents; or
4. Clean surface or ground water, including water from roof or cellar drains, springs, basement sump pumps, and french drains.
5. Food waste – Property Owners of On-Lot Sewage Disposal Systems will not install or use garbage disposals.

§ 141-28. Maintenance.

- A. After each inspection by a Certified Inspector, the Property Owner shall promptly complete any recommended repairs to the On-Lot Sewage System to prevent System Failure.
- B. Maintenance Agreements. Sewage Facilities operated and maintained by any person other than the Property Owner shall be through a maintenance agreement between the Property Owner and a Responsible Management Entity (RME). The RME shall provide the Property Owner an inspection and maintenance report within the three-year cycle and enter such report into the County Septage Management System.
- C. All Individual On-lot Sewage System pumping shall be performed in accordance with Chapter 504 of the Chester County Health Department regulations and shall also conform to the following minimum standards, unless other standards are specified by an equipment manufacturer.
 1. At all times, the Pumper Truck Operator's personal safety, as well as protection of the environment and the landowner's property, shall receive the highest priority.
 2. Tanks shall only be pumped from or through the manhole or access port (i.e., the largest tank opening).
 3. Tanks shall not be pumped from or through the observation or Inspection Port.
 4. When necessary to break up solids, backwashing with clean water or

material of a similar nature already on board the pumper truck may be employed. Mechanical means (scraping, raking, etc.) are not necessary but may be employed, provided that appropriate safeguards are taken to prevent injury.

5. When backwashing, care shall be taken not to fill or refill the tank to a level greater than 12 inches below the elevation of the outlet pipe.
 6. No liquids or solids are to be discharged into or through the outlet pipe.
 7. Tanks shall be deemed to be cleaned when adequate organic solids are removed leaving only sufficient biological organism “seed” sludge and the total average liquid depth remaining in the tank is less than one inch.
 8. At all times, and in all phases of operations, the Pumper/Hauler shall comply with all laws and regulations regarding the activities associated with Individual On-Lot Sewage System maintenance and disposal of materials removed therefrom.
- D. Any person owning a building served by an Individual On-Lot Sewage System which utilizes any components or technologies deemed by DEP to require more detailed operation and maintenance requirements than provided for in this Article, including but not limited to Individual Residential Drip Irrigation Systems, Alternate Systems, or Experimental Systems shall be further subject to the maintenance responsibilities recommended by DEP for said system. The Township may impose additional requirements as deemed necessary to provide for the increased oversight inherent in these cases, including but not limited to entering an operation and maintenance agreement which shall outline the specific maintenance responsibilities for said system, collection of an annual fee and posting financial security with the Township to guarantee proper operation and maintenance of said system.
- E. Surface contouring shall be required as necessary to direct surface water and drainage away from all components of Individual On-Lot Sewage Systems.
- F. Any person owning a building served by an On-Lot Sewage Disposal System which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer and maintain a service agreement with said equipment manufacturer. A copy of the manufacturer’s recommendations and a copy of the service agreement shall be submitted to the Township within six months of the effective date of this Article.
- G. Additional maintenance activity may be required as needed including, but not limited to, providing reasonable access to initial treatment unit, cleaning and unclogging of piping, servicing and the repair of mechanical and electrical equipment, leveling of Distribution Boxes, Tanks and lines, removal of obstructing

roots or trees, etc.

- H. Property Owners with an Individual Sewage System connecting to a public or private Sewage Facility shall operate and maintain their Individual Sewage Systems in accordance with any rules, regulations, and all other requirements of the receiving community sewage facility. This includes paying fees for collection, conveyance, treatment, and disposal of Sewage, and the maintenance of certain components of their Individual Sewage System unless such facilities and/or appurtenances are part of an Upper Uwchlan Township Municipal Authority system wherein these Property Owners pay fees (e.g., quarterly) which include part, or all, of such services.
- I. Property Owners with an Individual Sewage System connecting to a public or private Sewage Facility by means other than with a Building Sewer shall retain the services of an RME to maintain their Individual Sewage System unless the Individual Sewage System is maintained by the community sewage facility.

§ 141-29. Disposal of Septage.

- A. All Septage originating within the Township shall be disposed of in accordance with the requirements of the Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§6018.101 et seq.) and all other applicable laws and at sites or facilities approved by DEP.
- B. Pumper/Haulers operating within the Township shall operate in a manner consistent with the provisions of the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§6018.101–6018.1003), all other applicable laws, and Chester County Health Department regulations.

§ 141-30. System Rehabilitation.

- A. No person shall operate or maintain an Individual On-lot Sewage System in such a manner to constitute a System Failure. Any suspected System Failure shall be reported to the Chester County Health Department, who shall make a final determination as to functional status and rehabilitation measures required. Any person owning a building served by an On-lot Sewage Disposal System determined to be in a state of System Failure by the Chester County Health Department shall perform all corrective measures required to abate the System Failure. The Chester County Health Department shall have the authority to require abatement of any System Failure by the following methods: cleaning, repair or replacement of components of the existing system, adding capacity or otherwise altering or replacing the system's initial treatment unit, expanding the existing disposal areas, replacing the existing disposal area, replacing the system with a Retaining Tank, frequent pumping, or any other alternative appropriate for the specific site.

- B. In accordance with all applicable laws and after written notice has been provided to the Property Owner, an Authorized Agent shall have the right to enter, upon land for the purposes of inspections described in this section. Such inspection may include a physical tour of the Individual Sewage System and its related components, the taking of samples from surface water, wells, or other groundwater sources, the sampling of the contents of the sewage disposal system itself, and/or the introduction of a traceable substance into the interior plumbing of the structure served to ascertain the path and ultimate destination of wastewater generated within the structure. An Authorized Agent shall inspect systems known to be, or alleged to be, malfunctioning. Should said inspections reveal that the system is indeed malfunctioning, the Authorized Agent shall order action to be taken to correct the malfunction. If total correction cannot be done in accordance with the regulations of DEP including, but not limited to, those outlined in Chapter 73 of Title 25 of Pennsylvania Code or, is not technically or financially feasible in the opinion of the Authorized Agent and a representative of DEP; then action by the property owner to mitigate the malfunction shall be required.

- C. If there arises a geographic area where numerous On-Lot Sewage Disposal Systems are in System Failure, a resolution of these area wide problems may necessitate detailed planning and a revision to the portion of the Sewage Facilities Plan pertaining to areas affected by such malfunctions. If a DEP authorized Official Sewage Facilities Plan Revision has been undertaken, repair or replacement of individual sewage disposal systems in System Failure within the area affected by the revision may be delayed, pending the outcome of the plan revision process. However, immediate corrective action will be compelled whenever a System Failure, as determined by Township officials and/or DEP, represents a serious public health or environmental threat.

- D. A written notice of violation shall be issued to any person who is the owner of any property which is found to be served by an On-Lot Sewage Disposal System in System Failure or which is discharging sewage without a permit.

- E. Within fourteen (14) days of notification by the Township that a System Failure has been identified, the property owner shall make application to the Sewage Enforcement Officer for a permit to repair or replace the failing system. Within 45 days of initial notification by the Township, construction of the permitted repair or replacement shall commence provided that all necessary permits have been issued. Within 60 days of the original notification by the Township, the construction shall be completed unless seasonal or unique conditions mandate a longer period, in which case the Township may set an extended completion date or mandate the use of a Retaining Tank.

- F. Should none of the remedies described in this Article be effective in eliminating the System Failure of an existing Individual On-Lot Sewage System, the Property

Owner is not absolved of responsibility for that System Failure. The Township and the Chester County Health Department may require whatever action is necessary to lessen or mitigate the System Failure to the extent necessary.

§ 141-31. Duties and Responsibilities of Responsible Management Entities (RME).

- A. Registration Requirements - Any RME offering or performing installation, inspection, operation, or maintenance services on any Sewage Facility in the Township shall meet the licensing and certification requirements as set forth in the definition of a Responsible Management Entity in this Article.
- B. Reporting Requirements – RMEs shall provide the Property Owner a copy of any and all inspection and maintenance reports including any supplemental report. In addition, RMEs shall supply applicable information to the County. The report shall be routed via the County Septage Management System.
- C. Evaluations of Sewage Facilities – Any person performing an evaluation of a Sewage Facility for a real estate transaction or a mortgage refinancing shall also be a registered RME and comply with reporting requirements above.
- D. Emergency Services - RMEs shall include emergency services in all service and maintenance agreements that provide 24-hour contact information. This contact information shall be posted on or near a component of the sewage system in plain sight. If the RME is not licensed to pump and transport liquid waste by the Chester County Health Department, the RME shall provide a subcontract with a licensed liquid waste transporter who would be on 24-hour call to abate any nuisance or Malfunction.

§ 141-32. Performance of Work by Township and Liens.

The Township, upon written notice from the Chester County Health Department that an imminent health hazard exists due to failure of the Property Owner to maintain an Individual On-Lot Sewage System, shall immediately notify the Property Owner in writing of the determination. The Property Owner shall within five (5) working days act to obtain a permit and promptly commence and complete construction per the agreed timeline with the Chester County Health Department and the Township. If the Property Owner fails to meet the agreed schedule, the Township shall have the authority to perform, or contract to have performed, the work required. The Property Owner shall be charged for the work performed and, if necessary, a lien shall be entered therefore in accordance with the Municipal Claims and Tax Liens Act, 53 P.S. §7101 et seq.

§ 141-33. Administration.

- A. The Township shall fully utilize those powers it possesses through enabling statutes

and ordinances to affect the purposes of this Article.

- B. The Township shall employ qualified individuals to carry out the provisions of this Article and may delegate to the Municipal Authority the authority to carry out certain obligations and powers of the Township pursuant to this Article. The Township may also contract with private qualified persons or firms as necessary to carry out the provisions of this Article. The Township may appoint its Engineer, the Township Manager or Municipal Authority as its Authorized Agent to act on its behalf.
- C. The Township's Authorized Agent shall have the right to enter upon land, following notice, for the purpose of administering the provisions of this Article as specified above, subject to compliance with all applicable laws.
- D. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the Sewage Management Program shall be made available for inspection consistent with the provisions of the Open Records Law.
- E. The Board of Supervisors shall establish all administrative procedures necessary to properly carry out the provisions of this Article.
- F. The Board of Supervisors may by Resolution establish a fee schedule, and authorize the collection of fees, to cover the cost to the Township of administering this Article.

§ 141-34. Appeals.

Appeals from final decisions of the Township or any of its Authorized Agents under this Article shall be made to the Upper Uwchlan Township Municipal Authority, who is the designated agent of the Board of Supervisors to hear such appeals. Such appeal shall be made in writing within forty-five (45) days from the date of written notification of the action being appealed. The appellant shall be entitled to a hearing before the Municipal Authority at its next regularly scheduled meeting, if a written appeal is received at least seven (7) days prior to that meeting. If the appeal is received within seven (7) days of the next regularly scheduled meeting, the appeal shall be heard at the next regularly scheduled meeting unless another mutually agreed date is selected. Both the appellant and the Municipal Authority may have technical and/or legal representation if desired. The Municipal Authority shall thereafter affirm, modify, or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the Municipal Authority. Additional evidence may be introduced at the hearing provided that it is submitted with the written notice of appeal. A decision shall be rendered in writing within two (2) regularly scheduled meetings of the Upper Uwchlan Township Municipal Authority. In the event an Appeal is requested with respect to a Chester County Health Department designated "imminent health hazard", the Property Owner and Municipal Authority shall work together to hold a hearing and render a decision within the timelines required for Property Owner action under this Article.

§ 141-35. Fines and Penalties.

- A.
 1. Any person who fails or refuses to comply with any provision of this Article shall be in violation of this Article which violation shall be enforced by action brought before a District Justice in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure.
 2. Upon conviction, such person shall pay a fine of not less than \$100 and not more than \$1,000 (or such other maximum fine as then may be provided or permitted by applicable law) per violation, together with costs of prosecution, including, but not limited to, reasonable attorney's fees, in each case. Upon default in payment of the fine and costs, such person shall be subject to imprisonment to the maximum extent allowed by law for the punishment of summary offenses.
 3. Each day, or portion thereof, that a violation is found to exist, and each provision of this Article that is found to have been violated, shall constitute a separate offense each punishable by the aforesaid fine and imprisonment.
 4. All fines and costs collected for the violation of this Article shall be paid to the Township.
 5. If the payment of fines and costs to the Township are noted as delinquent, the Township shall utilize all current procedures for collection including liens.
- B. Other remedies. The provisions of Subsection A above (including, but not limited to, the manner of enforcement of a violation of this Article and the fine and the penalty for such violation) shall not be in limitation of, but shall be in addition to:
 1. Such other or further remedies or enforcement actions as may be available to the Township and/or the Municipal Authority under other provisions of this Article or under other law (including, but not limited to, other applicable local, state or federal law) or in equity (including, but not limited to, injunctive relief) for any actions or inactions which violate any provision of this Article. Nothing in this section or other provision of this Article shall be deemed to preclude the Township and/or Authority from pursuing such other or further remedies concurrently.
 2. Such other or further remedies or enforcement actions as may be available to any governmental entity, other than the Township, having jurisdiction, under any applicable local, state, or federal law, or in equity (including, but not limited to, injunctive relief), for any actions or inactions which violate any provision of this Article.

§ 141-36. Definitions.

Unless the context specifically and clearly indicates otherwise, the meaning of terms used in this Article shall be as follows:

- A. “Absorption Area” shall mean a component of an individual or community sewage system where liquid from a Treatment Tank seeps into the soil; it consists of an aggregate-filled area containing piping for the distribution of liquid and the soil or sand/soil combination located beneath the aggregate.
- B. “Act 537 Plan” shall mean a Municipality’s Official Plan as defined in the Pennsylvania Sewage Facilities Act, as of January 24, 1966, P.L. 1535 (1965), No. 537, as amended, 35 P.S. §§750.1-750.20a (“Sewage Facilities Act” or “Act 537”).
- C. “Authorized Agent” shall mean a Certified Sewage Enforcement Officer (SEO), professional engineer or sanitarian, plumbing inspector, soils scientist, water quality coordinator, Chester County Health Department Licensed Liquid Waste Hauler or any other person who is designated to carry out the provisions of this Article as the agent of the Board or Chester County Health Department.
- D. “Board” shall mean the Board of Supervisors of Upper Uwchlan Township, Chester County, Pennsylvania.
- E. “Building Sewer” shall mean the piping carrying liquid wastes, from a building to the Treatment Tank, Holding Tank, Grinder Pump Tank, or Retaining Tank.
- F. “Certified Inspector” shall mean a person who has obtained a certification from the Pennsylvania Sewage Management Association to inspect On-Lot Sewage Disposal Systems.
- G. “Chester County Health Department (CCHD)” shall mean the designated Sewage Enforcement Officer (SEO) for Upper Uwchlan Township or an employee of the Chester County Health Department.
- H. “Cleanout” shall mean a component of a Sewage Facility that provides access for inspection and cleaning the Building Sewer or other pipes.
- I. “DEP/the Department” shall mean the Department of Environmental Protection of the Commonwealth of Pennsylvania.
- J. “Distribution Box” shall mean a Tank with one inlet that provides equal distribution

of Effluent from a Treatment Tank through two or more outlets.

- K. “Domestic Sewage” shall mean Sewage derived principally from dwellings, business buildings, institutions and the like, and may not contain groundwater, surface water or storm water.
- L. “Effluent” shall mean a liquid waste discharged from a sewage system or component of a sewage system.
- M. “Improved Property” shall mean any property or lot within the Township upon which there is an erected structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sewage shall or may be discharged.
- N. “Individual Sewage System” shall mean a Sewage Facility and all of its components serving a single lot. Individual Sewage Systems include the following:
 - i. Individual On-Lot Sewage Systems rely on a subsurface absorption or surface infiltration system for the renovation of Sewage through native soils prior to disposal or the retention of Sewage in a Retaining Tank. Individual on-lot sewage systems are permitted through the Chester County Health Department and include but are not limited to the following systems defined by 25 Pa Code § 73.1:
 - (a) Conventional sewage systems;
 - (b) Alternate sewage systems;
 - (c) Experimental sewage systems;
 - (d) Bonded disposal systems;
 - (e) Individual residential spray irrigation systems;
 - (f) Retaining tanks/ Holding tanks; and
 - (g) Grey Water systems.
 - ii. Individual Sewerage Systems rely on other means than native soils to renovate Sewage prior to disposal or retention in a Retaining Tank. Individual sewerage systems include but are not limited to the following:
 - (a) Gravity sewer connections – Where the Building Sewer connects to a gravity service lateral of a community sewage facility;

- (b) Pressure sewer connections – Where the Building Sewer is connected to a Tank containing a pump which conveys Sewage through a pressure sewer to either a gravity or pressure service lateral of a community sewage facility; and
 - (c) Small flow treatment facilities – An Individual sewerage system permitted by the DEP that is designed to adequately treat Sewage flows no greater than 2,000 gallons per day with final disposal to surface waters, a dry stream channel, or storm water collection system.
- O. “Industrial Waste” shall mean any solid, liquid or gaseous substance or waterborne wastes or form of energy rejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources, as distinct from domestic sanitary sewage.
- P. “Inspection Port” shall mean a component of a Sewage Facility that provides sufficient access for the inspection of the contents of a Tank.
- Q. “Maintenance” shall mean those actions required to provide for the long-term proper functioning of a sewage facility.
- R. “Malfunction” shall mean the condition which occurs when an Individual On-lot Sewage System fails to function in the expected or satisfactory manner per normal mode of operation.
- S. “Municipal Authority” shall mean the Upper Uwchlan Municipal Authority.
- T. “Official Sewage Facilities Plan” shall mean a comprehensive plan for the provision of adequate sewage disposal systems, adopted by the Board of Supervisors and approved by the Pennsylvania Department of Environmental Protection, pursuant to the Pennsylvania Sewage Facilities Act.
- U. “On-lot Sewage Disposal System” shall mean any system for disposal of domestic sewage involving pretreatment and subsequent disposal of the clarified sewage into a subsurface soil absorption area or retaining tank. For purposes of this Article, the term only refers to individual sewage systems.
- V. “Person” shall mean any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau of

agency of the Commonwealth, political subdivision, municipality, district, authority, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term person shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.

- W. “Planning Module for Land Development” shall mean a revision to, or exception to the revision of, the Official Plan, submitted in accordance with DEP regulations, and in connection with the request for approval of a Subdivision or land development plan.
- X. “Primary Area” shall mean an area on a lot, tract or parcel of land that has been tested by the Sewage Enforcement Officer and found suitable, based upon the then current DEP site requirements, for the installation of an Individual On-lot Sewage System, and which will be preserved and protected from alteration for installation of the initial Individual On-lot Sewage System for sewage generated on that lot, tract, or parcel (see Replacement Area)
- Y. “Property Owner” shall mean any person vested with ownership, legal or equitable, sole or partial, of any property located in the Township.
- Z. “Pump Tank” shall mean a Tank or chamber or pump that receives and temporarily stores Sewage or partially treated Sewage from which it is pumped or dosed. Pump Tanks include:
 - 1. Effluent Pump Tank – A Tank that receives Septic Tank Effluent or partially treated Sewage and conveys the liquid portion of the wastewater to absorption system or other component of a Sewage Facility. Effluent pumps also include: Dosing Pumps, Lift Pumps, Dosing Siphons, and other specialized discharge control mechanisms; and
 - 2. Grinder Pump Tank – A Tank that receives Domestic Sewage and contains a pump that macerates waste solids prior to ejection.
- AA. “Pumper/Hauler Business” shall mean any sole proprietor, company, partnership or corporation which engages in cleaning any or all components of a community or Individual On-lot Sewer System and evacuates and transports the Septage cleaned therefrom, whether for a fee or free of charge. Said Pumper/Hauler Business shall be licensed by the Chester County Department of Health and shall provide said Department with a record of each pumping of on-lot sewage disposal systems in the Township.

- BB. “Pumpers Report/Receipt” - Chester County Sludge/Septage Manifest and Report (Manifest) Form which shall be used by all licensed Pumpers/Haulers to report each pumping of on-lot sewage disposal systems in the Township.
- CC. “Pumper/Hauler Truck Operator” shall mean a natural person who engages in cleaning any or all components of a community or individual on-lot sewage system and evacuates and transports the Septage cleaned therefrom, whether for a fee or free of charge.
- DD. “Regulations” shall mean the Pennsylvania Code, Title 25, Chapters 71, 72 and 73.
- EE. “Rehabilitation” shall mean work done to modify, alter, repair, enlarge or replace an existing on-lot sewage disposal system.
- FF. “Replacement Area” shall mean an area on a lot, tract, or parcel of land, separate from the Primary Area, that has been tested by the Sewage Enforcement Officer and found suitable, based upon the then current DEP site requirements, for the installation of an on-lot system, and which will be preserved and protected from alteration for potential future use if the Primary Area on the same lot, tract, or parcel shall fail for any reason. (see Primary Area).
- GG. “Responsible Management Entity” or “RME” shall mean an individual, firm or corporation experienced in the operation and maintenance of Sewage facilities, who is a licensed Pumper Hauler Business with the Chester County Health Department and/or a Pennsylvania Sewage Management Association Certified Inspector. RME’s may also include through a general oversight agreement with the Township such entities as Municipal Authorities, Investor Owned Public Utility Companies and Homeowner Associations.
- HH. “Retaining Tank” shall mean a Tank that retains Sewage and is designed and constructed to facilitate ultimate disposal of the Sewage to another site. Retaining Tanks include:
 - 1. Chemical toilet – A permanent or portable non-flushing toilet using chemical treatment in a Retaining Tank for odor control.
 - 2. Holding Tank – A Tank, whether permanent or temporary, to which Sewage is conveyed by a water carrying system. Said Tank is part of a closed system which does not discharge to the ground.
 - 3. Privy – A Tank designed to receive Sewage where water under pressure is

not available.

4. Incinerating toilet – A device capable of reducing waste materials to ashes.
 5. Composting toilet – A device for holding and processing human and organic kitchen waste employing the process of biological degradation through the action of microorganisms to produce a stable, humus-like material.
 6. Recycling toilet – A device in which the flushing medium is restored to a condition suitable for reuse in flushing.
- II. “Septage” shall mean the residual scum, sludge and other materials pumped from septic or aerobic treatment tanks and the systems they serve.
- JJ. “Sewage” shall mean any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or for recreation or any substance which constitutes pollution under the Clean Streams Law, 35 PS §§ 691.1- 691.1001, as amended.
- KK. “Sewage Enforcement Officer (SEO)” shall mean a person certified by the State Board for the Certification of Sewage Enforcement Officers, who is employed by the Township or Chester County Health Department (CCHD) to administer the provisions of this Article, the provisions of the Act, and the regulations in PA Code Title 25, Chapters 71, 72 and 73.
- LL. “Sewage Facility” shall mean an all-inclusive term for a Sewage collection, conveyance, treatment, and disposal system.
- MM. “Sewage Management District” shall mean any area or areas of the Township designated in the Official Sewage Facilities Plan adopted by the Board of Supervisors as an area for which a Sewage Management program is to be implemented.
- NN. “Sewage Management Program” shall mean a comprehensive set of legal and administrative requirements encompassing the requirements of this Article, the Sewage Facilities Act, the Clean Streams Law, the regulations promulgated thereunder and such other requirements adopted by the Board of Supervisors to

effectively enforce and administer this Article

- OO. “Sewer System” shall mean a system of pipes that collect Sewage from several Improved Properties; Sewer Systems include Pressure and Gravity Sewer Systems or any combination of both.
- PP. “Subdivision” shall mean the division or re-division of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract or tracts remaining after other lots have been subdivided therefrom.
- QQ. “System Failure” shall mean the condition in which one or more malfunctions results in pollution to the ground or surface waters, contamination of private or public drinking water supplies, nuisance problems or a hazard to public health.
- RR. “Tank” shall mean a water-tight receptacle which liquids pass through or are retained in.
- SS. “Tank Access Cover” shall mean a component of a Sewage Facility that provides access for inspection, cleaning and maintenance of the internal components of a Tank.
- TT. “Township” shall mean Upper Uwchlan Township, Chester County, Pennsylvania.
- UU. “Treatment Tank” shall mean a Tank designed to provide a suitable environment for the bacterial decomposition or disinfection of Sewage. Treatment Tanks include:
 - 1. Septic Tank – A Treatment Tank or compartment of another Tank that provides for the anaerobic decomposition and the physical separation of solids in Sewage.
 - 2. Aerobic Sewage Treatment Tank – A Treatment Tank or compartment of another Tank that provides for the aerobic biochemical stabilization of solids in Sewage.
 - 3. Filter Tank – A Treatment Tank or compartment of another Tank that contains a media to which microorganisms attach and provide a suitable environment for the biochemical stabilization of solids in Sewage.
 - 4. Chlorine Contact Tank - A Treatment Tank or compartment of another Tank that provides a suitable environment for the disinfection of Effluent.”

SECTION 2. Repealer.

All Ordinances or Resolutions or parts of Ordinances or Resolutions, insofar as they are inconsistent herewith, are hereby repealed.

SECTION 3. Severability.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance, it being the intent of Upper Uwchlan Township, Chester County that such remainder shall be and shall remain in full force and effect.

SECTION 4. Effective Date.

This Ordinance shall become effective within five (5) days of its adoption.

ENACTED this ____ day of _____, 2019.

ATTEST:

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Gwen A. Jonik, Township Secretary

Guy A. Donatelli, Chairman

Sandra M. D'Amico, Vice-Chairman

Jamie W. Goncharoff, Member

FREQUENTLY ASKED QUESTIONS
UPPER UWCHLAN TOWNSHIP SEWAGE SYSTEMS MANAGEMENT ORDINANCE

WHAT IS THE TOWNSHIP DOING?

The Township is currently in the process of developing a Sewage Systems Management Ordinance (i.e., Septic Management Program (SMP)), as part of the ongoing Act 537 Plan update and to meet the requirements of the Pennsylvania Department of Environmental Protection (PA DEP) and the Chester County Health Department (CCHD). As part of these requirements, the Township remains focused on maintaining the integrity of the remaining operational on-lot septic systems in the community.

WHAT IS THE ACT 537 PLAN?

The Pennsylvania Sewage Facilities Act (Act 537) requires all municipalities to develop and maintain an up-to-date sewage facilities official plan to protect public health from diseases, prevent future sewage treatment problems and protect the quality of the state's surface water and groundwater.

WHY IS THE TOWNSHIP ADOPTING A SEPTIC MANAGEMENT PROGRAM

The Township lies between two (2) high quality watersheds, a designation assigned by the PA DEP. Due to the initiatives to protect the Delaware and Chesapeake Bays from nutrient overload, high quality watersheds must be preserved. Specifically, the goal is to protect these watersheds from elevated levels of nitrogen and phosphorus compounds commonly found in wastewater. Failing or malfunctioning on-lot septic systems adversely impact the watersheds through release of nutrients in excess of allowable levels. In order to take part in caring for the environment we live in, the Township has developed a process for routine pumping and repair of existing on-lot septic systems that are not already covered by operations and maintenance agreements.

The goal of the program is to positively contribute to environmental preservation and to protect the Township against potential legal financial liability. The Township has been directed by the PA DEP to include the Septage Management Program as part of ongoing updates to the Township Act 537 Sewage Facilities Plan. This is a required plan under current Pennsylvania Law.

WHY SHOULD MY MUNICIPALITY MANAGE ON-LOT SEPTIC SYSTEMS?

Most municipalities have areas that can never be physically or cost-effectively served by public sewer facilities, and as such have homes with individual on-lot septic systems. Our Township in particular only serves 60% of homes through public sewer, and the remaining homes have individual on-lot septic systems. While the Township does contain suitable soils for individual on-lot septic systems in some areas, other areas have poor localized soils that increase the risk of on-lot septic system failure if the system is not properly managed and maintained.

When an on-lot septic system fails, it must be repaired or replaced which often includes retiring the existing absorption area (i.e., drain field) and constructing a new one. Construction of a new absorption area must take into account the required isolation distances from property lines, occupied buildings, driveways, water supply lines, and existing on-lot septic systems, which restricts the available space to build a new absorption area. The average residential lot size in the Township is less than one acre, which does not provide significant usable area to construct a new subsurface absorption area. In such cases where there is not enough usable area for subsurface absorption, construction of an above-grade sand mound is required, which comes at an added cost to the homeowner.

Repairing or replacing an on-lot septic system is not a permanent solution to all sewage disposal problems. These systems require regular management and maintenance to prevent malfunctions from occurring. Malfunctioning on-lot

septic systems have the potential to cause public health issues and adverse impacts to watersheds, among other hazards which is why the Township is taking the necessary steps to manage on-lot septic systems.

WHAT IS INVOLVED IN A SEPTIC MANAGEMENT PROGRAM?

The draft SMP includes the following requirements:

- Regular pumping of on-lot septic system tanks at least once every three (3) years;
- Visual inspection of the on-lot septic system and its components by a Certified Inspector at the time of pumping;
- Reporting by a Certified Inspector to the County regarding the inspection; and,
- Public education.

ARE THERE MINIMUM REQUIREMENTS FOR SEPTIC MANAGEMENT PROGRAMS?

There are minimum requirements only if a sewage management program is required by PA DEP regulation. Maintenance standards are listed in 25 Pa. Code §71.73 to make sure that management programs carry out the minimum activities necessary to maintain on-lot septic systems (visit www.pacode.com for additional information). Requirements of the code are as follows:

- The property owner shall arrange for an initial inspection of the on-lot septic system within three (3) years of the effective date of this ordinance;
- Septage removal shall occur once every three (3) years or following an inspection that reveals that the treatment tanks are filled with solids or scum in excess of one-third (1/3) of the liquid depth of the tank; and,
- The property owner shall safely operate and maintain the treatment components and appurtenances that make up the on-lot septic system, including:
 - Maintenance of surface contouring to divert stormwater from the system, and
 - Use of water conservation devices to reduce hydraulic loading to the system.

IS THE SEWAGE MANAGEMENT PROGRAM BEING DEVELOPED FOR A SPECIFIC AREA OF THE TOWNSHIP?

No. The SMP is being developed to address on-lot septic systems on a Township wide basis, not a single area specifically. The Act 537 plan has identified specific areas of potential risk to on-lot septic systems that may require alternative treatment in the future; however the development of an SMP is harmonious with the goals of the requirements of the PA DEP and the CCHD.

I'M NOT SURE IF I HAVE AN ON-LOT SEPTIC SYSTEM. HOW DO I DETERMINE HOW MY SEWAGE IS DISPOSED OF?

If you do not currently receive a quarterly sewer bill from the Township, you most likely have an on-lot septic system. If you contact the Township and provide your address, the Township will let you know if there is a sewer collection system in your general area. If your property is not located near public sewer, then you have an on-lot septic system. However, if your property is located near public sewer, further investigation will be required to determine how your sewage is disposed of. The Township can assist as needed.

MY ON-LOT SEPTIC SYSTEM WORKS GREAT AND HAS NEVER HAD TO BE PUMPED, WHY WOULD YOU REQUIRE THAT IT BE PUMPED NOW?

All septic systems, even those that have always functioned correctly, accumulate solids which require removal. If the solids accumulate to a point where they are discharged into the absorption area (i.e., drain field), there is an increased probability of failure of the absorption area and a possibility for contamination of your property and the surrounding area. This would require you to perform an extensive and costly repair. Having the on-lot septic system pumped out on a regular basis will help prevent this from happening. Additionally, the ordinance requires the Certified Inspector to perform a visual inspection of the septic system which may alert you of a necessary repair in advance of complete system failure, saving you from replacing the leach field in the future.

HOW CAN I FIND A CERTIFIED INSPECTOR?

The Pennsylvania Septage Management Association (PSMA) has a list of approved service providers on their website. Providers with PSMA Inspector Certification have taken and passed a certification exam. The PSMA inspection procedures are recognized as the industry standard by the Commonwealth of Pennsylvania, county, and local courts.

Visit www.pdma.net/find_service_provider_new.cfm and enter the applicable search criteria to find a Certified Inspector to service your on-lot septic system. Be sure to check the boxes for “Certified Only?”, “Pumping”, and “Inspecting” to view providers that can meet all requirements of the SMP. As noted on the PSMA website, you should always:

- Confirm the company is a PSMA member before hiring them;
- Request a PSMA/NOF certified technician perform the work on your system; and,
- Request that the inspector apply the complete PSMA inspection standards

HOW MUCH WILL PUMP OUT, INSPECTION, AND REPORTING COST?

Costs will be determined on a case by case basis by the PSMA Certified company that you hire for the pumping, inspection, and reporting for your on-lot septic system. The Township recommends contacting several companies to evaluate pricing options prior to hiring.

I ALREADY HAVE MY SEPTIC TANK REGULARLY PUMPED. WHAT BENEFIT(S) DO I RECEIVE FROM THE ADDED COST OF A CERTIFIED INSPECTION?

A PSMA Certified Inspector is trained to focus on the overall well-being and health of your on-lot septic system, rather than simply focusing on system malfunction, as an agent of a regulatory agency would. A regulatory agency inspector will consider a system to be in violation only if there is observable sewage emerging onto the land surface or the sewage has backed up into the home. A PSMA Certified Inspector, who must pass a certification exam prior to receiving the PSMA Inspector Certification, is trained to understand how on-lot septic systems work, why they fail, and to recognize the warning signs of impending malfunctions. These Certified Inspectors are taught to examine all necessary components of the septic system to ensure they are in place and in good condition. A Certified Inspector will provide a written report that includes all observations that determine the overall condition of the system, and a recommendation relative to problems that can be expected in the near future based on current system operation.

The following analogy is provided by the Penn State University Agricultural and Biological Engineering Department: “If you were to go buy a car and want it to be legal, you would check for a state inspection to see if it complied with the state laws. But if you would like to know how good the car is, if there is much useful life to it, and if there are any hidden problems not checked in a state inspection, you would have a mechanic inspect the car completely. A comprehensive inspection may reveal a slight engine knock, misfire or smoking exhaust, which are concerns of possible failure.” The PSMA Certified Inspector serves as the “mechanic” in this analogy.

WHAT IS THE LIFE SPAN OF AN ON-LOT SEPTIC SYSTEM?

With proper installation, upgrades, care, and maintenance, an appropriately sized on-lot septic system could last the life of the house.

WHAT ARE SOME SYMPTOMS OF ON-LOT SEPTIC SYSTEM PROBLEMS?

There are many signs of a failing on-lot septic system, including, but not limited to: sluggish drains, sewer odor, spongy soil, lush green grass, ponding water, pump failure alarms, sewer backups, erratic pumping, etc.

WHAT CAUSES THESE PROBLEMS?

There are several factors that may lead to failing on-lot septic systems, including, but not limited to: poor site location (i.e., steep slopes, poor soils or high water table); inadequate design (i.e., the system is too small for the current use);

improper construction; overloaded system that allows solids to clog the soil; root invasion; physical damage from driving over the system; flushing of harmful substances, etc.

WHAT CAN I DO TO TAKE CARE OF MY ON-LOT SEPTIC SYSTEM?

Ways to properly care for and maintain an on-lot septic system include, but are not limited to, the following:

- Schedule an inspection and regular pumping of the septic tank at least once every three (3) years;
- Install water conservation fixtures and appliances (specifically, front loading washing machines);
- Be mindful of the frequency of use of washing machines;
- Repair leaking fixtures;
- Do not use the system as a trash can (i.e., do not install or use a garbage disposal);
- Investigate and remedy problems;
- Follow the "do-not-flush" list of items, including trash, food waste, grease, medications, paint, thinner, varnishes, motor oil, chemicals, etc.;
- Divert rainwater runoff from the system, including sump pump discharges;
- Do not drive across the system or compact the soil in any way;
- Do not plant trees or shrubs on the system; and,
- Replace an older septic tank with the latest standard model including an effluent filter.

Additional information pertaining to on-lot septic systems can be found at the following locations:

- *Penn State Septic & Sewage Disposal Fact Sheets:*
http://www.pdma.net/fact_sheets.cfm
- *Environmental Protection Agency's "Why Maintain Your Septic System" Page:*
<https://www.epa.gov/septic/why-maintain-your-septic-system>
- *CCHD's On-Lot Septic Systems Pages:*
<http://chesco.org/955/On-Lot-Septic-Systems>



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Residential Municipal Solid Waste & Recycling
Bid Specifications

DATE: February 12, 2019

Attached for your review are the bid specifications for the Municipal Solid Waste & Recycling collection services for the period August 1, 2019 through July 31, 2022. The collection program is proposed to remain unchanged and will continue to include collection of residential municipal solid waste and recycling once weekly using the Toters issued by the Township. Solid waste will continue to be capped at 96 gallons of waste per weekly collection and recycling will remain unlimited. Leaf and yard waste collection days remain at 36 annually. There are no recommended changes in service delivery at this time.

I would respectfully request that the BOS authorize advertisement of the Municipal Solid Waste & Recycling Bid Specifications.



UPPER UWCHLAN TOWNSHIP
Residential MSW & Recyclable Materials Collection
August 1, 2019 – July 31, 2022

BID SPECIFICATIONS

1. Scope of Work:

The work to be performed shall consist of the collection of Municipal Solid Waste as defined herein, and all "Municipal Waste" as defined by the Solid Waste Management Act, and a continuation of an existing program of source separation and collection of certain Recyclable Materials in accordance with the provisions of Act 101, the Pennsylvania Municipal Planning, Recycling and Waste Reduction Act of 1988 within the boundaries of Upper Uwchlan Township, Chester County, Pennsylvania (hereinafter referred to as "Municipality"), and the Township's Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township.

Historical Collections (2018)

Solid Waste collected FY 2018 - 3,506 tons

Recycling collected FY 2018 – 1,080 tons

Yard Waste collected FY 2018 (curbside) - 271 tons

Public Works Leaf/Yard Waste Dumpsters (Qty. 2 – 30 yard)

Collected on average twice weekly in Spring, Summer, and Fall

The lowest responsive and responsible bidder meeting all advertised award criteria as determined by Upper Uwchlan Township shall enter into a contract with the Township within ten (10) days of receipt of a Notice of Contract Award. The contract shall designate the total contract amount in accordance with the options and alternatives selected by the Township and shall incorporate the terms and conditions of these specifications and instructions to bidders.

2. Definitions:

Aluminum Cans: Empty 100% aluminum beverage and food containers.

Appliances Containing Refrigerant: Refrigerators, freezers, air conditioners, dehumidifiers, and any/all appliances containing refrigerant.

Ashes: All residue from coal, wood or other fuel consumption (cooled to ambient temperature).

Bulk Items: Hot water heaters, sofas, beds, box springs, mattresses, tire rims, and other bulk items collected only on scheduled bulk collection days.

Clear and Colored Glass: Empty bottles, jars, and food, or beverage containers made of green, clear, brown, or other colored glass.

Commercial Properties: All properties used for industrial or commercial purposes, provided that multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of the Agreement, shall be treated as commercial properties. This shall include residential units over storefront commercial business.

Contractor: A private firm awarded a contract to perform a service.

Disposal Facility: A facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill.

Dwelling Unit/Residence: An occupied single or multi-family structure having up to, and including, four (4) dwelling units per structure, or each unit in a multi-family structure if the units are individually owned with a separate entrance onto a public or approved private street.

Fuel Adjustment – the dollars per mile that are increased, decreased or remain the same and are evaluated on a monthly basis.

Homeowner Owned Trash Cans: Trash cans or wheeled carts purchased by homeowner that does not have “Upper Uwchlan Township” imprinted; to be used for the disposal of residential leaf and yard waste.

Leaf & Yard Waste: Leaves, garden residues, shrubbery, brush, tree trimmings, Christmas trees and similar material, including grass clippings.

Metal Containers: Empty food, aerosol cans or beverage containers consisting of ferrous sides and bottom and aluminum top.

Missed Collection(s): A single incident of failure by the Contractor to collect Municipal Solid Waste or recyclables placed at the approved collection area on the day and time designated by the Municipality for collection. A determination of a missed collection shall be in the sole judgment of the Municipality based on information received from Township residents.

Mixed Paper – newspaper, office paper, bulk mail, magazines, box board, phone books, paper bags, cardboard and paperback books.

Municipal Solid Waste (MSW): Any garbage, refuse, and other material, including solid, liquid, semi-solid, or contained gaseous material resulting from the operation of a dwelling unit not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act. The term does not include source separated recyclable materials.

Non-Compliance: Shall mean at minimum, continuous, successive and haphazard missed residential pick-ups (missed collections); missed designated pick-up days and special events.

Municipality/Township: Upper Uwchlan Township, Chester County, Pennsylvania.

Newspaper: Paper of the type commonly referred to as newsprint and distributed at fixed intervals having printed hereon news and options containing advertisements and other matters of public interest.

Plastic: Plastics with the #1 - #5 and #7 recycling symbol on the bottom, excluding Styrofoam #6.

Processing Facility: A specialized materials recovery and reclamation plant that receives, separates, and prepares Recyclable Materials for marketing to end user manufacturers.

Recyclable Materials: Those materials which may be processed or prefabricated for re-use and which are specified by the Township for separation from the regular solid waste. Such materials may include, but not be limited to aluminum products, ferrous containers, metal containers, clean corrugated cardboard, glass containers, newspapers, magazines and periodicals, bulk mail, box board, phone books and plastic containers must have a recycling symbol of #1 - #5 and #7 on the bottom excluding Styrofoam (#6).

Refuse: Garbage, ashes, trash, rubbish.

Single-Stream Recycling: All Recyclable Materials which are placed in a single recycling container.

Township Miles: Miles of roads in the Township that a truck would travel to stop at every residence.

Transfer Station: A facility that is permitted to transfer Recyclable Materials to a Township designated Processing Facility.

3. **Examination of Municipality:**

Bidders shall inspect the Municipality in order that they may make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks whether or not patent, latent, known, hidden or foreseeable.

4. **Specifications and Documents:**

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required by said documentation.

5. **Collection Particulars:**

Curbside collection of all residential Municipal Solid Waste and Recyclable Materials from residential dwelling units in the Municipality for a three (3) year period, commencing August 1, 2019.

A. **Once per week household collection, which includes all of the following:**

Once per week residential Municipal Solid Waste (MSW) collection using Township provided toters

(48-, 64- and 96-gallon). MSW collection shall be accomplished using automated side-loading collection trucks. Maximum solid waste collection is limited to a volume of no more than 96-gallons per collection day other than scheduled bulk days.

Once per week residential single-stream recycling collection using Township provided toters (48-, 64-, and 96-gallon). There is no maximum quantity of Recyclable Materials.

Once per month bulk item collection: 2 bulk items or additional solid waste (third collection day each month);

Thirty-six (36) leaf and yard waste collections (will be scheduled with awarded Bidder);
Dumpsters (2) for leaf and yard waste drop-off at the Public Works facility;
Dumpsters as described in Section 8.K.

MSW and Recyclable Materials collection days shall remain Monday and Tuesday with MSW and Recyclable Materials being collected on the same day. Scheduled bulk collection will remain the same, being the third collection day of each month. Leaf and yard waste collections shall continue to be on Wednesdays.

B. **Alternate Bid Item:**

Per unit pick-up cost for Appliances containing refrigerant, such as refrigerators, freezers, air conditioners, dehumidifiers, and any/all appliances containing refrigerant.

6. **Scope and Area of Collection and Disposal of Refuse:**

The award of the contract shall require the successful bidder to collect, haul and deliver all Municipal Solid Waste and Recyclable Materials as specified in these Bid Specifications, supply all of the labor, tools, machinery, plant and equipment and perform all of the work of collecting, removing and hauling Municipal Solid Waste and Recyclable Material as required by the Municipality within the Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township. The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation and the hauling and disposal of all materials collected. THESE REGULATIONS SHALL

BE BINDING ON THE CONTRACTOR. THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE GARBAGE, REFUSE, ASHES, TRASH AND RUBBISH ISSUED BY THE MUNICIPALITY, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL PART OF THESE REGULATIONS AND SHALL BE CONSIDERED BINDING ON THE CONTRACTOR.

7. **Collection Responsibilities:**

A. **Designation and Preparation of Recyclable Materials:**

All acceptable Recyclable Materials placed curbside shall be collected. Acceptable Recyclable Materials include: Newspapers, newspaper inserts, corrugated cardboard, bulk mail, phone books, magazines, aluminum cans, bi-metallic and steel cans, glass (clear and colored), plastics (#1 - #5 and #7, excluding Styrofoam #6).

Unacceptable materials include ceramics, light bulbs, crystal plate or window glass.

B. **Bulk Trash**

Items such as furniture, beds, box springs, etc. (maximum 2 per household) shall be placed at and collected from the curb from all residential dwelling units. The Contractor shall remove, have title to and properly dispose of or recycle all items from all residential dwelling units.

C. **Collection Schedule and Routing:**

The Municipality shall supply the Contractor with street maps, number of dwelling units and population information. The Municipality shall be available to answer Contractor's questions regarding routing and scheduling. Additional dwelling units, as determined by the Use & Occupancy Permits issued, shall be added to the contract monthly and the contract shall be increased by the per unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Also, the deletion of dwelling units as determined by Township approved exemptions shall be decreased by the per-unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Township Miles will also be adjusted monthly.

The Municipality retains the right to designate routes for MSW and Recyclable Materials collection equipment and the days of collection.

D. **Final Disposition of Recyclable Materials:**

The Municipality shall designate a facility, within 30 miles of the municipal border, where all collected Recyclable Materials will be delivered.

E. **Leaf and Yard Waste Pick-up:**

Leaf and yard waste shall be picked up and transported to a Township designated composting site thirty-six (36) times annually as scheduled by the Municipality. Leaf and yard waste will be placed in non-plastic biodegradable bags or approved containers and placed at the curb for pick-up.

F. **Program Monitoring and Receipt of Citizen Complaints:**

- i. The Municipality reserves the right to inspect the Contractor's vehicles, equipment and procedures before making final contract award.
- ii. The Municipality shall monitor the Contractor's performance and the Contractor shall receive citizen complaints and complaints from the Municipality and promptly respond to those complaints. The Contractor shall be equipped to handle any and all complaints. The Municipality shall supply Violation Notices to the Contractor to use when MSW or Recyclable Materials are not properly prepared by the residents.

Note: The Contractor shall supply a dedicated (private) telephone number for the Municipality's Administration use.

8. **Contractor's Scope of Work and Obligations:**

A. **Collection Schedule and Routing:**

Collections of Municipal Solid Waste and Recyclable Materials shall be made between the hours of 6:00 a.m. and 7:00 p.m. Mondays and Tuesdays. In cases where there are holidays or inclement weather, the last collection run shall be scheduled so as to make the last delivery to the designated Processing Facility before it closes.

- i. **Schedule:** The Contractor shall collect Municipal Solid Waste and Recyclable Materials (same day) as defined herein, Mondays and Tuesdays, throughout the Municipality in accordance with an approved schedule.
- ii. **Holidays:** The Contractor shall supply a schedule of holidays which shall need the approval of the Municipality. Any MSW or Recyclable Materials that were to be collected on a holiday shall be collected the next day.

B. **Municipal Solid Waste and Recyclable Materials Collection:**

The Contractor shall collect all Municipal Solid Waste placed at curbside from all dwelling units, as herein defined, in the Municipality on days specified by the Municipality, using automated side loading collection trucks.

The Contractor shall collect all Recyclable Materials placed at curbside from all dwelling units, as herein defined, in the Municipality on days specified by the Municipality.

The Windsor Ridge Development, located off of Pottstown Pike (State Route 100) due to its design, density, and construction, will require the successful bidder to use both automatic side loaded collection trucks (wherever possible) and rear loaded collection trucks, **no larger than 16 yards in size**, in the areas of the development served by alleyways. The rear loader collection truck, no larger than 16 yards in size, shall be used for the collection of solid waste, recycling, and leaf and yard waste in the areas served by alleyways. There are approximately 278 homes at which solid waste, recycling, and leaf and yard waste collection is completed in an alleyway and will require the use of the rear loaded collection truck no larger than 16 yards in size.

A map of Windsor Ridge is attached for your reference. The alleyways are labeled with letters followed by "LA" such as "A LA", "B LA", "C LA", ... on the attached map.

The Contractor's employees shall handle all containers with reasonable care to avoid damage and shall replace the container with its lid on at the curb in an upright position after emptying.

Each collection crew shall have a broom, shovel and refuse container to clean up any material that is spilled during collection. The disposal of these materials is the responsibility and the expense of the Contractor.

Collection shall be made regardless of weather conditions, unless authorization is received from the Municipality. Authorization may be verbal, but will be followed in writing within one business day. The Contractor shall make collections scheduled for the day missed due to weather conditions the next day.

The Contractor shall abide by all traffic regulations and will comply with all applicable Federal, State and Local Regulations.

C. Transport and Delivery of Recyclable Materials to the designated Processing Facility:

The Contractor shall transport Recyclable Materials and shall offload into the designated areas at the Township's designated Processing Facility. The designated Processing Facility or Transfer Station will be within thirty (30) miles of the Municipality. The incoming material shall be visually inspected and weighed by the designated Processing Facility operator. Acceptable deliveries shall be off-loaded by the Contractor at the designated discharge areas.

Fuel Adjustment

ITEM	Average MPG	Township Miles	Landfill Miles	Recycling Miles	Leaf Miles
MSW	4	65	17		
Recyclables	4	65		22	
Leaf & Yard	4	65			17

The Fuel Adjustment each month is the average of the first three full weeks of the previous month. For example: The Benchmark Price is \$2.50/gallon and the Average Price for the previous three weeks is \$2.00 per gallon then the Fuel Adjustment for a truck with an average of 4 MPG would be 4 MPG divided by $-\$0.50$ per gallon = $-\$0.125$ Adjustment per mile. Adjustments are based on Township Miles and the number of actual trips to the Lanchester Landfill and designated Processing Facility. For a typical month MSW: $8 \times (\text{Township Miles (70)}) + 17 (\text{Landfill miles (20)}) + \text{Leaf \& Yard Waste Miles (70)} = 920$ miles, so for the above example the month's adjustment for MSW would be $-\$115.00$ off the monthly invoice. Recycling Fuel Adjustment would be calculated similarly. Benchmark price of diesel fuel is to be established and documented at the time of contract award.

D. Title of the Collected Recyclable Materials:

The title for Recyclable Materials collected by the Contractor is held by the Township. However, the Recyclable Materials are the responsibility of the Contractor until delivered to the designated Processing Facility.

E. Recyclable Materials – Reporting of Weight:

The Contractor shall furnish to the Municipality monthly records of the weight of Recyclable Materials, by type, if not supplied by the Transfer Station or designated Processing Facility.

F. Record Keeping:

The Contractor shall keep the following records for collections:

1. Per run:
 - Route identification/street names and Municipalities of the run;
 - Total number of stops, (dwelling units per route);
 - Number of stops where improperly prepared Recyclable Materials were not collected and tags were issued and estimated amount of rejected recyclables (one bucket, half bucket, etc.);
 - Weight of each recyclable delivered. (See "E" above).

2. Record Keeping:

All the Municipal Solid Waste contracted to be collected herein shall be delivered to and deposited upon the Chester County Solid Waste Authority Lanchester Landfill, or other facility designated by the Township. Prior to the execution of the contract, the Contractor shall furnish the Municipality with a written commitment from the Chester County Solid Waste Authority which will allow the Contractor to dispose of all MSW collected from the Municipality for the duration of the contract.

G. Tipping Fees:

The Township shall pay the Tipping Fees for MSW and Recyclable Materials, Bulk Items excepted. Contractor shall not pick up any waste except that which is allowed by this Contract and is generated within the boundaries of the Township.

H. Bulk Trash, Metals and Appliances Containing Refrigerant

The Contractor shall remove, have title to and properly dispose of or recycle once every month, all bulk items (i.e., hot water heaters, sofas, tire rims, bds box springs, other bulk items, etc.) from all residential dwelling units. These items shall be placed at and collected from the curb, unless otherwise agreed upon by the Township and the Collector. Bulk trash collection shall remain the third collection day of the month.

Residential curbside collection of appliances containing refrigerant such as air conditioners, refrigerators, freezers, dehumidifiers, etc. shall be scheduled through the Township.

I. Local Office:

Contractor shall establish and maintain a local office with continuous supervision for accepting complaints and calls from residents and Municipality during the business hours on days when collections are made. The Contractor is responsible for all corrective action (to be taken within twenty-four (24) hours of the next business day) and a log of complaints and corrective actions taken shall be kept by the Contractor and reported on a monthly basis to the Municipality. Contractor shall supply the Municipality with the telephone number of the local office.

J. Violation Notices:

The Contractor will notify the municipality weekly of any violations in the preparation of Recyclable Materials, Leaf and Yard Waste, freon containing items, Bulk Trash or MSW.

K. Municipal Solid Waste/Recyclable Materials Containers:

The Contractor agrees to provide and service the Municipality with the following and servicing them once per week during the period of the contract:

Facility	8-Yard Dumpster	6-Yard Dumpster	Recycling Container
Hickory Park	(1) 8-yard		(1) 6-yard dumpster
Fellowship Fields	(2) 8-yard		(2) 6-yard dumpsters
Public Works	(1) 8-yard		(2) toters
Annual Block Party*	(2) 8-yard	(1) 20- yard	(1) 8-yard dumpster
520 Milford Road		(1) 6-yard	
Walter Court		(1) 6-yard	
Upland Farms	(1) 8-yard	--	(1) dumpster

*Annual block party is a once annual event scheduled in June of each year.

9. **Penalties and Termination of Contract Due to Non-Performance:**

A. Penalties:

The Contractor shall be assessed penalties for the following:

-Missed collections.

For each missed collection Contractor does not complete, the Municipality may impose a penalty of \$25.00 for each dwelling unit, per day (including Saturdays and Sundays, although Contractor shall not, in any case, collect trash on those days, except as provided in 8.B). The Municipality may deduct said penalties from the invoicing for completed trash collection. If a missed collection is not resolved within three (3) days to the satisfaction of the Municipality, the Municipality may collect or (cause to be collected) the MSW and change (or deduct, as aforesaid) all costs, fees and expenses incurred by the

Municipality in connection with collection. Nothing herein shall prevent or deny the Municipality from canceling the contract in accordance with the contract terms.

-Loads rejected by the designated Processing Facility.

The Contractor is responsible for collection of only properly prepared Recyclable Materials and to maintain each load of Recyclable Materials in an uncontaminated condition. If any load of Recyclable Materials is rejected at the designated Processing Facility because of contamination, any transportation and disposal costs and loss of revenues from the designated Processing Facility for the rejected load will be passed through to the Contractor.

The Contractor may be assessed penalties for the following:

- Failure to clean spilled MSW or Recyclable Materials - \$25.00/occurrence
- Failure to immediately pick-up, remove, and/or clean leaking and/or spilling MSW and/or minor vehicle fluids - \$25.00/occurrence
- Post collection, depositing toters in such a manner as to block mailboxes and/or driveways - \$25.00/occurrence.
- Failure to remedy complaint which is found to be justified by the Township within twenty-four (24) hours after notification, Monday through Friday - \$25.00/occurrence.
- Pick-up and disposal of MSW and/or Recyclable Materials outside of the Township (on Upper Uwchlan Township collection days) - \$1,000.00/occurrence.

Any and all Violations of the Upper Uwchlan Township Code Chapter 148 Solid Waste and Recycling, or any other applicable section of said Code, may be criminally prosecuted.

B. Termination of Contract:

Notwithstanding the provisions of paragraph 9A, in the event of Contractor's non-performance, the Municipality may terminate the Contractor's services due to such non-performance. For purposes of this Agreement, non-performance, inter alia, shall include but not be limited to the failure of the Contractor to collect MSW and Recyclable Materials as detailed in Section 8.B or to collect a missed collection, totaling more than three (3) in number per month or a total of thirty-six (36) in number per year, whichever is less.

10. Bidders Qualifications:

A. Financial:

The bidder must be a financially secure company or corporation. Bidders shall submit the following with their bid:

- Annual reports or audited financial statements (or income statements and balance sheets) for the past three (3) years.
- Publicly held companies shall submit a copy of the SEC filings 10-K for the last fiscal quarter(s), since the last annual report.
- Identification of any legal actions or proceedings pending or occurring within the last three (3) years and/or any contingent liabilities.

B. Qualifications and Experience:

The Bidder must have previous experience in the collection of MSW and Recyclable Materials. Bidders shall submit the following with their bid.

- Locations of curbside programs for which the Bidder collects Recyclable Materials.
- Number of households collected or volumes collected and frequency of collection for listed recycling programs.

- Materials collected by Bidder.
- Ownership and description of collection vehicles, including age, quantity available and type of collection vehicle (i.e., rear-loading, automated side-loading).
- Date recycling program started and date of initial collection by Bidder.
- References for program listed by Bidder. References to include name, position, location of program, address and telephone number.

11. Complaints and Supervision:

The Contractor shall provide a responsible supervisor who shall be available and may be contacted at the local telephone number (see 7.F.) during each working day between the hours of 8:00 AM (EST) and 5:00 PM (EST), Monday through Friday, to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to services to be supplied pursuant to this contract. The Contractor will further be held responsible for the contract and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Municipality.

12. Term:

The term of the contract shall be three years, commencing August 1, 2019.

13. Assignment:

It is understood and agreed by the Contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval of the Municipality being had and obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity.

14. Merger/Bankruptcy/Bulk Sale:

During the term of the contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, composition for creditors, liquidation proceedings or similar proceedings under Pennsylvania Law. Contract further covenants, warrants and agrees that, during the term of any contract awarded, it will not merge with any other entity or become a subsidiary of any other corporate or personal interest. Contractor also warrants it will not undertake the sale of its assets, stock or equipment during the term of the contract in any fashion which might jeopardize or compromise service or performance.

If despite the covenants contained herein, said Contractor does file proceedings in bankruptcy or like proceedings in State Courts, or by merger or sale become acquired by another corporation or entity, such actions shall constitute a termination of the contract and result in the subsequent forfeiture of the Performance Bond, at the Township's sole discretion.

15. Inspection:

The Municipality, or other authorized representative, may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisor or the Contractor.

16. Workers' Compensation Insurance:

Contractor, during the term of this contract, shall carry Workers' Compensation insurance (pursuant to Pennsylvania Act #44), insuring and covering any and all persons employed by him in the performance of this contract and, before starting work on the contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Municipality.

17. Liability Insurance:

a. Coverage:

Contractor shall maintain during the term of this contract, at its sole expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.
2. Automotive Liability Insurance for bodily injury and property damage in the amount of \$3,000,000.00
3. Umbrella Excess Liability coverage in the amount of \$3,000,000.00
4. A Workman's Compensation and Employee's Liability Insurance Policy - \$100,000/\$100,000/\$500,000.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, *inter alia*, name the Township as an additional named insured and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his Contract, whether such obligation be controlled by the Contractor himself or someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Municipality harmless from any and all manner of claims and lawsuits and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before the execution of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall deposit with the Municipality the original policies of insurance herein referred to or true copies thereto, prior to commencing work under this contract.

b. Cancellation of Insurance:

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered there under, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Municipality, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modification, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Municipality shall terminate this agreement as the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the Municipality for the resulting losses.

It shall be the responsibility of the Contractor in obligating the aforesaid insurance coverage to obtain policies which shall protect the Municipalities from any and all claims whatsoever in nature, regardless of the deviation of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

c. Governmental Immunity Waiver:

All policies of insurance required pursuant to the specifications or the subsequent contract therein, shall waive any government immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

d. Hold Harmless Provision:

The Contractor will indemnify and save harmless the Township and all their officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

e. Equal Opportunity Employer:

The Contractor shall state in writing that he is an Equal Opportunity Employer.

18. **Performance Bond:**

The successful Bidder will be required to obtain and post a Performance Bond or other surety, in the amount of 100% of the total contract amount. Surety shall be approved by the Township.

19. **Schedule of Payments:**

The Municipality shall pay the Contractor for such collection of municipal waste, bulk trash and recyclable materials collected in accordance with the specifications in monthly payments. The first payment will be made on or about September 1, 2019 following the inception of the contract and monthly thereafter for services rendered the previous month. The amount payable per month shall be adjusted (monthly) to take into account additional and/or deleted dwelling units and Township Miles. Fuel Adjustment will be calculated monthly in accordance with 8.C. above.

20. **Award Criteria**

The Contract(s) shall be awarded only to the lowest responsive and responsible bidder(s) deemed to be qualified to provide the services specified. As the interest of the Township may require, the right is reserved to make award/s by individual services (i.e. MSW collection and/or Recyclable Material collection), "ALL or NONE", to award to one or more vendors, to reject any or all bids, to waive any minor irregularity in bids, and, at the Township's sole discretion, to re-bid the requested services. Notwithstanding the above, the Township anticipates awarding only one Contract.

Bids will be evaluated using the following evaluative criteria:

- Contractor's ability to meet the MSW and Recyclable Material collection, delivery, and disposal requirements described in Section 8.A, 8.B, and 8.C.
- Contract Price: 3-year Contract Price August 1, 2019 through July 31, 2022.
- Local equipment storage and maintenance yard.
- Appearance and condition of fleet and facilities.
- Company successfully provides similar services to neighboring Chester County communities.

END OF INSTRUCTIONS



UPPER UWCHLAN TOWNSHIP
Residential MSW and Recyclable Materials Collection
August 1, 2019 – July 31, 2022

PROPOSAL FORM
SIGNATURE PAGE AND AGREEMENT

Submitted by: _____
(Firm Name) PLEASE PRINT

(Authorized Representative) PLEASE PRINT

Date: _____

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

After examining all parts of this project for providing the collection services for Municipal Solid Waste and Recyclable Materials for Upper Uwchlan Township, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated below.

Dwelling Units: 3,240 update before publication

	Year 1 (8/19 - 7/20)	Year 2 (8/20 – 7/21)	Year 3 (8/21 – 7/22)	Total 3 - Year Contract
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$	\$	\$	\$
B. Alternate Item Appliances containing refrigerant, per unit	\$	\$	\$	\$

Alternative 3-Year contract with (2) 1-Year contract extensions

	Total - 3 Years (8/19 – 7/22)	Year 4 (8/22 - 7/23)	Year 5 (8/23 – 7/24)
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$	\$	\$
B. Alternate Item Appliances containing refrigerant, per unit	\$	\$	\$

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least one hundred and twenty (120) days after Bid Opening.

Accompanying this proposal is a Bid Bond () or certified check () in the amount of \$ _____, which equals 10% of the "Total 3-Year Contract" amount.



UPPER UWCHLAN TOWNSHIP
Residential MSW & Recyclable Materials Collection
August 1, 2019 – July 31, 2022

Signed:

Firm Name

Authorized Representative

Print Name – Representative

Address:

Phone Number:

Email Address:

Website:

STATE OF)
COUNTY OF) SS:

I, _____, being duly sworn according to law, upon my oath depose and say:

I am the _____ of _____
(Title) (Firm's Name)

the Bidder herein, and I am duly authorized to respond to the foregoing questions on behalf of said Bidder.

I have read the foregoing questions and the answers which I have submitted in response thereto are true and correct in all respects to the best of my knowledge, information and belief.

Name

Title

Company

Sworn and subscribed to before me this

_____ day of _____, 2019.

Notary Public

SEAL

BIDDER'S AFFIDAVIT

STATE OF)
COUNTY OF) SS:

I, _____, being duly sworn, deposes that he/she resides at
_____ and that he/she is the
_____ of _____.
(Title) (Firm's Name)

I am duly authorized to sign the bid and the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

Affiant

Sworn and subscribed to before me this
_____ day of _____, 2019.

Notary Public

SEAL

NON-COLLUSION AFFIDAVIT

STATE OF)
COUNTY OF) SS:

I, _____ being duly
Affiant

Sworn, deposes and says that I am _____
(sole owner, a partner, president, secretary, etc.)

of _____
Bidder's Name

The party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of Affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the person interested in the proposed contract; and that all statements contained in such bid are true; and further such bidder has not directly or indirectly submitted this bid, or that the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

Affiant

Sworn and subscribed to me before me this
_____ day of _____, 2019.

Notary Public

SEAL

BIDDERS QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his or her bid; failure to answer all questions will render such bid as irregular and non-responsive.

- a. How many years' experience has your organization (bidder and/or bidder's parent subsidiary affiliated corporations) had in the collection of refuse in Municipalities? _____
- b. List five (5) Municipalities you or your organization are now providing collection services for, the number of units serviced in each Municipality and the names of the responsible Municipal Official in each to whom you report:

Municipality	Number of Units Serviced	Report To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- c. Provide address of storage and maintenance yard for equipment to be used for collection services in Upper Uwchlan Township.

- d. Who provides preventative maintenance and repair to the vehicles to be used for collection services in Upper Uwchlan Township, and where does this activity occur?

- e. Provide a detailed description/schedule of the preventative maintenance performed on all collection vehicles to be used for collection services in Upper Uwchlan Township.
- f. Indicate the local telephone number for your office, which will be available to receive calls from Township Officials _____
- g. Indicate the local telephone number for your office, which will be available to receive calls from Township Residents _____
- h. What equipment do you intend to obtain and use for the performance of the service contract? All equipment proposed to be used shall be no more than four (4) years old at the commencement of this contract. (Please complete the attached Equipment List Sheet).
- i. Have you or your organization, or any partners or officers thereof, failed to complete a Municipal Collection Contract or defaulted under any such contract? If so, where? _____
- j. Is your company associated with any other companies directly and/or indirectly? Yes ____
No ____ If so, give details. _____
- k. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract withdraw your bid, his or its bid? If so, for what reason?

- l. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract, attempt to sell such bid? If so, for what reason?
_____.
- m. Have you or your organization, or any partners or officers thereof, been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

By responding to this Request For Proposal and submitting a bid for consideration, Bidder grants Upper Uwchlan Township representatives permission to visit and inspect both the storage and maintenance yard as well as all vehicles to be used for collection services in Upper Uwchlan Township.

Dated: _____

Bidder: _____

By: _____

Title: _____

EQUIPMENT LIST

VEHICLES:

	YEAR	MAKE	TYPE (automated side-loading, rear-loading, etc.)	CAPACITY (Cubic Yards)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

OTHER EQUIPMENT USED TO PERFORM UNDER THIS SERVICE CONTRACT:

Bidder: _____

Signature: _____

Title: _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF)
COUNTY OF) SS:

I, _____, being duly sworn, depose and say that I reside at
(Name of Affiant)
_____, and that I am the _____ of
(Title)
_____.
(Name of Company)

In such capacity and for and on behalf of _____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee or applicant for employment
(Name of Bidder)
because of age, race, creed, color, national origin, ancestry, marital status or gender.
2. _____ will take affirmative action to insure all applicants are
(Name of bidder)
recruited and employed and that the employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or gender. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. _____ will in all solicitations or advertisements for employees
(Name of Bidder)
placed by or on behalf of _____, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.

Affiant

Name of Company

Sworn and subscribed to before me this

_____ day of _____, 2019.

Notary Public

SEAL

AFFIANT RE:

ACCEPTING OF THE WORKER'S COMPENSATION ACT

STATE OF)
COUNTY OF) SS:

_____ being duly sworn according to law deposes and says that they have/he has/ it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has insured his/their/it's liability there under in accordance with the terms of said Act with _____.

Contractor

Signature

Sworn and subscribed to before me this

_____ day of _____, 2019.

Notary Public

SEAL



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Verizon Franchise Fee Agreement
Cohen Law Group - Engagement Letter

DATE: February 12, 2019

The Township's Franchise Fee Agreement with Verizon is due to expire in July, 2021. Several Chester County municipalities are joining in a collaborative effort to negotiate new agreements. I have attached a proposal from the Cohen Law Group for your review. This proposal covers legal services needed to negotiate a new franchise fee agreement with Verizon. The cost below is a not to exceed of \$8,500. The final cost is expected to be lower based the multi-municipal discount as detailed in the proposal.

I would respectfully request that the BOS authorize the engagement with the Cohen Law Group at an estimated cost not to exceed \$8,500.



PROPOSAL TO PERFORM

VERIZON CABLE FRANCHISE RENEWAL SERVICES

submitted to the

CHESTER COUNTY CONSORTIUM

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

February 12, 2019

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I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist municipalities in Chester County (“Chester County Consortium”) in cable franchise renewal negotiations with Verizon of Pennsylvania, Inc. (“Verizon”). The current franchise agreements between the municipalities and Verizon will expire soon. As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for local governments to obtain significant benefits and to assert their legal rights with their cable company.

We anticipate that the renewal negotiations with Verizon will be more challenging than the last Verizon negotiations in 2005-06. At that time, Verizon had just entered the cable television market and needed to obtain local franchises to begin to offer cable service. The company was eager to complete the negotiations and obtain permits. Over the last decade, Verizon has also shifted its focus and its capital from its wired service (with the marketing label of “FiOS”) to its wireless service. Now that Verizon is entrenched in the cable market with a smaller budget to devote to its wired service, the company has taken a more aggressive posture in franchise renewal negotiations.

There have also been dramatic changes in video technology since the inception of the current franchise agreements, including enhanced digital technology, increased high definition, expansion of video-on-demand, and, perhaps most important, internet-based video programming (sometimes referred to as video streaming or “over-the-top” technology). In addition, there have been major changes in both Verizon’s cable operations and the level of priority the company now gives to municipalities.

Finally, there have been significant changes in federal law and regulations applicable to cable franchising during the last several years. For example, in 2015, the Federal Communications

Commission (“FCC”) issued its Order on Reconsideration of Section 621(a)(1) of the Cable Act pertaining to in-kind payments and mixed-use networks. Currently, the FCC is considering a Second Further Notice of Proposed Rulemaking, MB Docket No. 05-311, that would require certain financial offsets to franchise fee revenue received by the municipalities. Given that the Chester County municipalities are now eligible for franchise renewal, we recommend that they negotiate a new agreement that addresses the changes since the last franchise, strengthens the current agreements, and protects the municipalities for the future consistent with current federal law.

CLG is uniquely qualified to represent the Chester County Consortium in cable franchise renewal negotiations. CLG specializes exclusively in assisting local governments in cable franchise and wireless matters. For 21 years, the core of our practice has been and continues to be cable franchise renewal negotiations. We have represented over 450 municipalities in six states negotiations with their cable companies. Over the past three years, CLG has represented over 150 municipalities in franchise renewal negotiations with Verizon. We know Verizon’s negotiators, their corporate policies, and their negotiating tactics.

Municipal officials have three critical roles when it comes to renewing (or, in the rare case, not renewing) a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled to a fair return for the company’s use of public property. This includes both financial and non-financial benefits for the municipality.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best services from the cable operator today, but also doing everything possible to prepare for the future. The field of telecommunications is changing so rapidly that it is difficult to predict with certainty the technologies that will be offered in the future. A cable

franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

Finally, municipal officials are consumers of telecommunications services in all three forms – television, internet, and telephone. From internet access at the Municipal Building to television service at the Fire Station, municipalities use a wide range of telecommunications services. They are entitled, therefore, to the most efficient, state-of-the-art services at the best possible prices.

The principal of the firm is Dan Cohen. Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. He has first-hand knowledge of the challenges and opportunities confronting municipal governments. With twelve years' experience in municipal government, he understands the practical needs and the financial constraints facing municipal officials. In addition, the Cohen Law Group has a strong team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, attorney Joel Winston, and office manager Akila Iyer.

CLG has developed a three-step approach to cable franchise renewal projects:

1. The first step is identifying the client's specific needs. Since these needs often become better defined as the negotiation progresses, our attorneys maintain flexibility throughout the process to achieve a cable franchise agreement that accomplishes the client's specific goals.
2. Second, our attorneys negotiate firmly and deliberately in order to reach agreement in a timely fashion. Our franchise agreements achieve maximum benefits for our clients.
3. Third and finally, our attorneys work efficiently in a manner that is cost effective for our clients. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

1. Franchise Fee Revenue

Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from their municipality. The central subject of negotiation with the cable operator is the specific revenue sources to be included in the definition of "gross revenues." CLG has developed a comprehensive list of cable operator revenue sources to which municipalities may apply the franchise fee. Currently numbering 27 revenue sources, the list is expanded regularly depending on the fees being charged by Verizon. Verizon now charges more fees than it did in 2006 and these fees that should be added as new revenue sources to the definition of "gross revenues" in the new agreement subject to the franchise fee.

2. Franchise Fee Accountability

In addition to franchise fee revenue, it is essential for the municipalities to require franchise fee protection and accountability. In a franchise agreement, these include detailed franchise fee verification reports, the right to conduct franchise fee audits without unreasonable burdens, penalties for underpayments, and new protections against franchise fee reductions due to bundled service packages (also referred to as the "triple play" of television, internet, and phone). In 2014-15, CLG assisted six Chester County municipalities with a franchise fee audit of Verizon. During the course of the project, we learned that the audit sections in their franchise agreements could be strengthened and recommended specific improvements to those sections in our franchise fee audit reports.

3. Legal Protections of the Rights-of-Way

Because cable companies place wires and equipment in the public rights-of-way, it is critical that a cable franchise agreement include legal protections for any damages or injuries that may occur. These protections include safety standards for construction and installation, requirements for repair and restoration of damage to public and private property, access to service area maps, emergency removal of equipment, disconnection and relocation of wires and equipment, indemnification of the municipality, and full insurance coverage.

4. Customer Service Standards

In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must adhere. It is important to include comprehensive and enforceable standards, including but not limited to, telephone answering time limits for customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, time limits for cable technicians to arrive at your home, a prohibition against the premature application of late fees, and rules respecting subscriber privacy.

5. Free Services

It is common in a franchise agreement for cable companies to agree to provide complimentary cable television and/or internet services to community facilities. The types of free services are different for different cable operators. The major subjects of negotiation are the number of community facilities (including municipal buildings, fire stations, public and private schools, and public libraries) that obtain the service, and the type and level of service obtained. The FCC's recent Section 621 Order and pending Second Further Notice of Proposed Rulemaking may directly impact this issue.

6. Public, Educational and Governmental (PEG) Channels

Municipalities have a legal right under federal law to dedicated channel space for public, educational and governmental (“PEG”) programming. PEG Channels may be used to inform citizens by broadcasting public safety alerts, announcements regarding government activities, public meetings and/or community, educational and athletic programs. For municipalities (or their designees) that currently operate a PEG Channel(s) or wish to activate one in the future, we will attempt to negotiate high definition (HD) format, commercial quality signals, programming titles on electronic menus, distribution of PEG signals to all customers, technical quality of the channel(s), rebranding funds for channel relocations, and other related enhancements.

7. Cash Franchise Grant

In addition to franchise fee revenue, we will attempt to negotiate new cash franchise grants from Verizon. In the last round of renewals in other jurisdictions, Verizon agreed to one-time cash grants. We would attempt to obtain similar grants in this renewal. In addition, our understanding is that Verizon agreed to provide the Chester County municipalities with certain PEG channel funding on a “per subscriber” basis. Depending on the municipalities’ specific PEG needs, we would attempt to increase this funding. The availability, amount, and distribution schedule of such grants depend upon the give-and-take of the cable franchise negotiations.

8. Reporting Requirements

It can be helpful for municipalities to obtain periodic information from the cable operator related to financial and customer service issues. Depending on the municipality’s specific needs, a franchise agreement may require the cable operator to provide written reports to the municipality on such matters as franchise fee verification, customer complaints, service interruptions, and construction activity in the public rights-of-way.

9. Enforcement

Once the cable operator agrees to provide certain benefits, the municipalities must be able to enforce these obligations. It is important to include practical enforcement tools to ensure the company's faithful performance of its obligations under the agreement. These may include, but are not limited to, predetermined monetary fines (also known as liquidated damages), a substantial performance bond, and the right to revoke the franchise in extreme circumstances. Our understanding is that the current Chester County agreements include procedural hurdles to effective enforcement that should be eliminated in the new agreements.

10. Length of Term

Because cable technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement, and cable companies typically seek longer terms to protect their capital investment in the cable system. In recent Verizon renewals, however, the cable operator has sought shorter terms due to changes in video technology and potential changes in FCC regulations. This issue will be resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Chester County Consortium municipalities in cable franchise renewal with Verizon.

A. Preliminary Setting of Priorities

We will arrange an initial in-person meeting with at least one representative from each participating municipality. During the meeting, we will describe the cable franchise process, including both the formal and informal processes prescribed by Section 626 of the federal Cable Act, 47 U.S.C. §546. We will also advise the officials regarding their legal rights, including the

substantive areas in which the municipalities have legal authority over the cable operator and those areas in which their legal authority is limited. We will also outline the potential financial and non-financial benefits available to the municipalities as well as solicit the concerns and needs of the officials with respect to the cable operator.

In addition, we will provide the municipalities with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen input. We will also advise the municipalities with respect to any other legal and regulatory requirements pertaining to franchise renewal.

B. Drafting of Proposed Agreement

After the setting of priorities stage is completed, our attorneys will draft a proposed master franchise agreement with Verizon that provides the municipalities with all of the benefits and legal protections to which they are entitled under current law and technology. The agreement will include the results of the setting of priorities stage discussed above, as well as our judgment as to the legal provisions that would advance the municipalities’ interests and meet their future cable-related needs. We will then submit the draft agreement to the clients for informal review and comment. The Consortium may wish to appoint an Executive Committee to perform this review. Suggested changes will be incorporated into the agreement and the proposed agreement will be presented to representatives of Verizon.

C. Negotiation with Cable Operator

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Verizon. CLG has negotiated over 150 franchise renewal agreements with Verizon over the past three years. We know Verizon’s policies and its negotiating tactics. The

working document for these negotiations will be the draft franchise agreement informally approved by the clients. We will preserve the legal rights of the municipalities under the formal process, but negotiate with Verizon under the informal process outlined in the federal Cable Act.

The negotiation typically consists of many negotiation sessions with representatives of the cable operator, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the master agreement. We will then proceed to customize the master agreement to each individual municipality, including substantive provisions requested by each of the municipalities.

D. Consideration by the Municipal Governing Bodies

After tentative agreement with Verizon has been reached, CLG will report to each municipality on the substantive provisions of the deal. Specifically, we will present each municipality with its final customized franchise agreement (and any side agreements) negotiated by the parties and recommended by CLG. We will also draft an executive summary of the final agreement. Finally, we will draft a customized short-form ordinance authorizing approval of the agreement for consideration by each Township Board and Borough Council.

IV. PROFESSIONAL BACKGROUND

The Cohen Law Group specializes in representing municipalities in cable franchise and wireless matters. Collectively, our attorneys have worked on cable and telecommunications issues on behalf of municipalities for over 60 years. Over 21 years, CLG has represented over 450 municipalities in six states in negotiations with cable companies. We have also represented over 150 municipalities in cable franchise renewal with Verizon. CLG's full array of legal services to municipal clients include the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Evaluation of public, education and governmental (“PEG”) channels
- Development of wireless facilities ordinances
- Negotiation with cellular tower and antenna companies
- Identification and marketing of municipality’s vertical assets to wireless firms
- Wireless facility litigation
- Drafting of right-of-way ordinances and development of right-of-way fees
- Right-of-way management and enforcement
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA), CLG stays current with changes in telecommunications law. Dan Cohen has served on the national Board of Directors of NATOA since 2017. Our attorneys have also written articles on cable franchising and wireless matters that have been published in *Public Management Magazine*, *Government Procurement Magazine*, *Pennsylvania Township News* and *Pennsylvania Borough News*. They are also frequent speakers at regional and national municipal conferences.

In addition to providing professional counsel to municipalities on cable and wireless matters, Mr. Cohen served as an elected municipal official on the Pittsburgh City Council for 12 years. He has first-hand knowledge of the challenges and opportunities confronting municipal governments. He served as Chair of City Council’s Cable Television Committee for 10 years and also served on the Mayor’s Telecommunications Committee. He led Pittsburgh’s efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

Attorney Phil Fraga served as assistant general counsel to a major cable company and was counsel to two telecommunications companies prior to joining the firm in 2006. His industry experience and understanding of the operations of cable providers have proven invaluable for our

clients. Mr. Fraga has negotiated hundreds of cable franchise agreements. He has undergraduate degrees from Bethany College (finance) and Carlow College (accounting), an MBA from the University of Steubenville, and a law degree from the Duquesne University School of Law.

Attorney Mike Roberts concentrates his work on cable franchise renewals, franchise fee audits, and wireless facilities regulation. Mr. Roberts graduated from the University of Pittsburgh and University of Pittsburgh Law School, where he was Features Editor for JURIST, a legal news and research service. Attorney Stacy Browdie concentrates primarily in cable franchise agreements, franchise fee audits, right-of-way management and PEG channels. Ms. Browdie also oversees the business management of the firm. She graduated from the University of Pennsylvania and from the University of Pittsburgh School of Law.

Attorney Joel Winston focuses on cable franchise negotiations, wireless regulation, and FCC proceedings in his work for CLG. He also has significant litigation experience. Prior to joining CLG, Mr. Winston worked as an attorney in the Office of the Attorney General for the State of New Jersey. He graduated from the University of Michigan and Seton Hall Law School. He has authored several published articles on law and technology issues.

V. COST OF SERVICES

The following represents CLG’s cost of services to perform cable franchise renewal services. We propose to perform these services on a flat fee basis, because our significant experience in performing these projects lends predictability to our efforts on behalf of the Chester County municipalities. In addition, a flat fee provides “price certainty” to the municipalities.

We are offering our services to the Consortium municipalities at a discounted rate depending on the population of each municipality and the number of municipalities that participate. We offer

these discounts because there are certain economies of scale in representing a multi-municipal group. The chart below shows our standard single-municipality flat fees based on population followed by discounts based on the number of municipalities that participate in the project.

**FLAT FEE SCHEDULE FOR CABLE FRANCHISE RENEWAL
NEGOTIATIONS WITH VERIZON**

Standard Single Municipality Fees (based on population prior to discount)

Population ≤ 10,000	\$6,500
Population ≥ 10,001	\$8,500

Discounted Fees Based on Number of Participating Municipalities

2-5 Municipalities - 10% Discount from the Single Municipality Fee

Population ≤ 10,000	\$5,850
Population ≥ 10,001	\$7,650

6-10 Municipalities - 15% Discount from the Single Municipality Fee

Population ≤ 10,000	\$5,525
Population ≥ 10,001	\$7,225

11-14 Municipalities - 20% Discount from the Single Municipality Fee

Population ≤ 10,000	\$5,200
Population ≥ 10,001	\$6,800

15-18 Municipalities - 25% Discount from the Single Municipality Fee

Population ≤ 10,000	\$4,875
Population ≥ 10,001	\$6,375

19+ Municipalities – 30% Discount from Single Municipality Fee

Population ≤ 10,000	\$4,550
Population ≥ 10,001	\$5,950

The flat fees above do not include expenses, such as travel, postage and copying expenses, which are kept to a minimum and will be divided among all participating municipalities. They also do not include the unlikely possibility of extraordinary services outside the scope of services contained in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the affected municipality to discuss such developments prior to rendering services related to them. If such services were authorized, CLG would charge a fee of \$250 per hour, including travel time. Please note that our normal billing policy is to bill one-third of the fee at the commencement of the project, one-third at the middle of the project, and one-third at the conclusion of the project. Thank you for the opportunity to submit this proposal.

_____, 2019

Daniel S. Cohen
Cohen Law Group
413 South Main Street,
Third Floor
Pittsburgh, PA 15215

RE: Engagement for Cable Franchise Renewal with Verizon

Dear Mr. Cohen:

This is to inform you that _____ has decided to engage the services of the Cohen Law Group (“CLG”) to assist in cable franchise renewal negotiations with Verizon Pennsylvania, Inc. This engagement is made pursuant to the Proposal to Perform Verizon Cable Franchise Renewal Services submitted to the Chester County Consortium (“Consortium”) dated February 12, 2019 (“Proposal”). The Proposal includes the scope of services for the projects as well as the cost of services on a flat fee basis.

As detailed in the Proposal, we understand that the amount of our fee depends on the population of our municipality and the number of municipalities that decide to participate. CLG will bill each municipality as follows: one-third upon engagement, one-third at preparation of Cohen Law Group’s response redline to the Verizon draft agreement, and one-third upon approval by the local governing body. We further understand that out-of-pocket expenses on our behalf will also be invoiced and divided among all participating municipalities.

While we are engaging the Cohen Law Group individually and, upon conclusion of the project, our municipality will obtain its own individual franchise agreement, we understand that this project will be in conjunction with other participating municipalities of the Consortium. We look forward to working with your firm on this project.

Sincerely yours,

Name: _____

Title: _____

Date: _____



UPPER UWCHLAN POLICE DEPARTMENT

MEMORANDUM

TO: Cary B. Vargo
Township Manager

FROM: Chief John D. DeMarco

RE: *Temporary Trailer Unit*

DATE: February 15, 2019

A handwritten signature in black ink, appearing to be "JD DeMarco", written over the "FROM" line.

In the course of relocating the police facilities during the construction project, I have chosen the location to be at 520 Milford Road (former gas plant). This property is owned by the Township. I conducted a search of current facilities in the Township that could accommodate the needs of the unique operation of the police department. I was unable to locate any that would suffice.

The best course of action is to place a temporary structure at the Milford Road property. I have been meeting with vendors to complete this project. I have enclosed with this memorandum a copy of the rental agreement for a temporary structure. Our solicitor has reviewed the rental agreement and approved the document to be executed. She informs me that the Board of Supervisors must provide the final approval for the agreement to be signed.

Therefore, at your direction I am submitting this item to be placed on the February 19th public meeting agenda to receive approval. Thank you for your attention to this matter.

PC: Upper Uwchlan Township Board of Supervisors Weekly Information Packet
Gwen Jonik, Township Secretary



Williams Scotsman, Inc.
3030 Unionville Pike
Hatfield, PA 19440-1821

Your Williams Scotsman Representative
Perry Schwartz
Phone: (215)730-0371 Ext.
Fax: 0
Email: pjschwar@willscot.com
Toll Free: 800-782-1500

Contract Number: 972033
Revision: 4
Date: December 06, 2018

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Lease Agreement

Lessee:
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, Pennsylvania, 194259519

Contact:
John DeMarco
140 Pottstown Pike
Chester springs, PA, 19425
Phone: (610) 458-5862
Fax:

Ship To Address:

CHESTER SPRINGS, PA, 19425

Delivery Date(on or about):
3/1/2019

E-mail: jdemarco@upperuwchlan-pa.gov

		Quantity	Price	Extended
Rental Pricing Per Month				
64x24 Modular (60x24 Box)	Unit Number:	1	\$1,250.00	\$1,250.00
Steps - OSHA Aluminum Rental		1	\$45.00	\$45.00
Window/Door Security Bundle - 40+		1	\$35.00	\$35.00
ADA/IBC Ramp-switchback & step		1	\$500.00	\$500.00
Minimum Lease Term: 12 Months				
			Total Monthly Building Charges:	\$1,250.00
			Other Monthly Charges:	\$580.00
			Total Rental Charges Per Month:	\$1,830.00
Delivery & Installation				
Modification to Unit L	install door/keep window	1	\$1,750.00	\$1,750.00
Ramp - Delivery & Installation		1	\$1,500.00	\$1,500.00
Tiedowns into asphalt		14	\$90.00	\$1,260.00
Block and Level		1	\$4,500.00	\$4,500.00
Delivery Freight		2	\$550.00	\$1,100.00
Aluminum skirting		168	\$14.25	\$2,395.68
			Total Delivery & Installation Charges:	\$12,505.68
Final Return Charges*				
Tiedown-Asphalt Removal		14	\$35.00	\$490.00
Skirting Removal - Alum LF		168	\$3.18	\$532.56
Return to Standard	return to standard - doors	1	\$1,300.00	\$1,300.00
Ramp - Knockdown & Return		1	\$1,500.00	\$1,500.00
Teardown		1	\$3,250.00	\$3,250.00
Return Freight		2	\$550.00	\$1,100.00
			Due On Final Invoice*:	\$8,172.56
			Total Charges Including (12) Month Rental, Delivery, Installation & Return**:	\$42,638.24

Summary of Charges

Model: SM6424

QUANTITY: 1

Total Charges for (1) Building(s):
\$42,638.24

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Prop Damage Waiver (11/12)	Monthly	2	\$67.00	\$134.00
General Liability - Allen Insurance	Monthly	1	\$22.00	\$22.00
Basic Four Office/Conf Package	Monthly	1	\$175.00	\$175.00



Williams Scotsman, Inc.
3030 Unionville Pike
Hatfield, PA 19440-1821

Your Williams Scotsman Representative
Perry Schwartz
Phone: (215)730-0371 Ext.
Fax: 0
Email: pjschwar@willscot.com
Toll Free: 800-782-1500

Contract Number: 972033
Revision: 4
Date: December 06, 2018

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INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	SM6424	\$72904.00	\$4000.00

Lessee: Upper Uwchlan Township

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Otherwise, if elected on preceding pages:

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

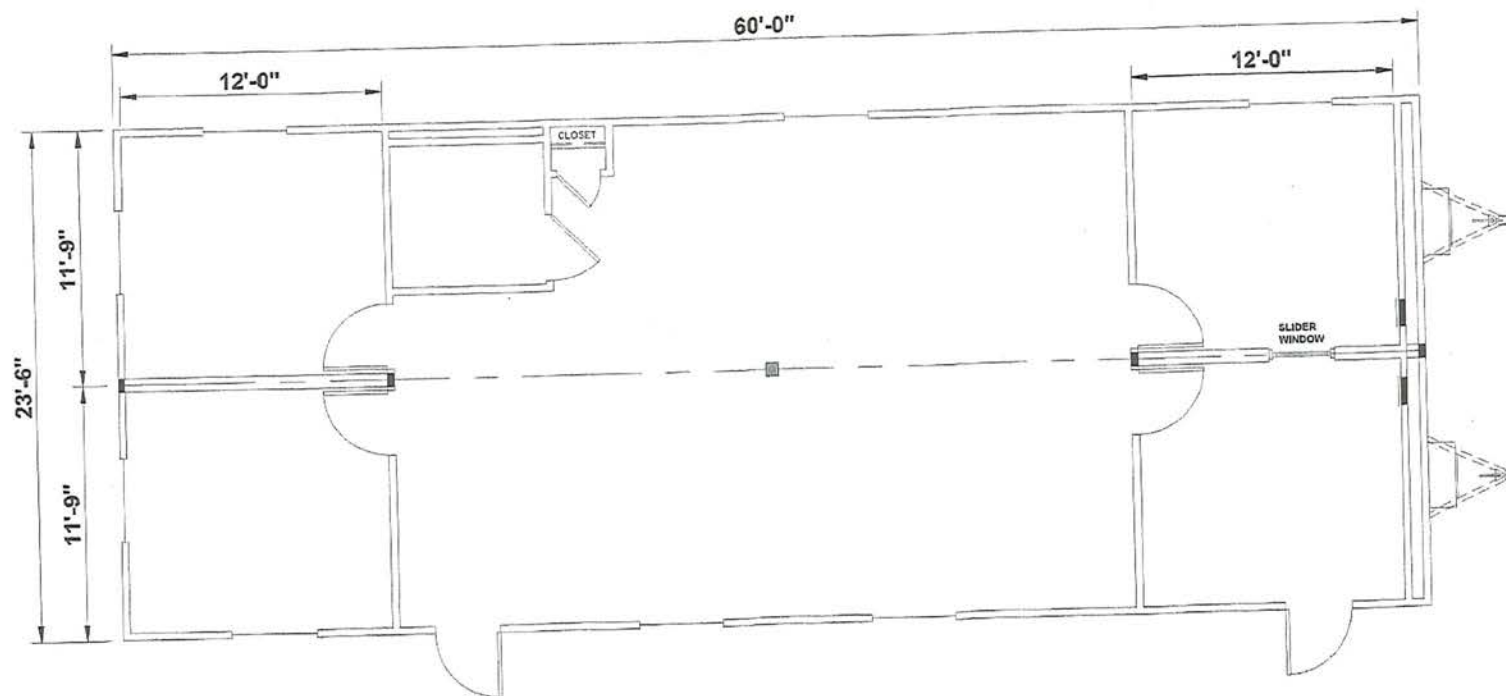
Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: John D. DeMaw Print Name: John D. DeMaw Date: 2/11/19

Twp will provide insurance through its carrier



DWG #	CAD FILE:	REV#	SCALE:	REP:
A-1	WS2019-0089	0	1/8"=1'	PERRY SCHWARTZ
	SERIAL#:	DATE	DWN BY:	
		2018	DKM	

FLOOR PLAN

Approved By:	_____
Company:	_____
Date:	_____
As Is:	<input type="checkbox"/>
As Noted:	<input type="checkbox"/>
Revise/Resubmit:	<input type="checkbox"/>

THE USE OF THIS DRAWING FOR ANY MEANS OTHER THAN THAT INTENDED IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED WILLIAMS SCOTSMAN REPRESENTATIVE.

1/23/19
11:42AM

WILLIAMS SCOTSMAN, INC.
LEASE AGREEMENT
TERMS & CONDITIONS (08/01/2015)
UPPER UWCHLAN TOWNSHIP POLICE
DEPARTMENT (REVISED 02/06/19)

1. Equipment; Modular Equipment and Ancillary Products Definitions. As used in this Lease Agreement, the following definitions shall apply:

"Lease Agreement" The "Lease Order Agreement" and these "Lease Agreement Terms and Conditions" along with any "Addenda" thereto together comprise the "Lease Agreement" between the parties.

"Modular Equipment" shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

"Ancillary Products" shall mean the stairs; railings; ramps; awnings; fencing; furniture; kitchen equipment and food service supplies including consumables; restroom appurtenances and supplies; office products; computers, printers, monitors, scanners, and other telecommunication related devices; security systems; temporary alternative heat, electric and sanitary systems; convenience items; and any other ancillary products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

"Equipment" shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. True Lease. This Lease Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment except as may relate to Lessee's purchase of Ancillary Products which are covered by a separate, executed sale agreement and/or items which are recognized as clearly for finite consumption (ex. kitchen, restroom, and/or office supplies). The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

3. Commitment of Resources. By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment. It is understood and agreed upon between the parties that Lessor, in reliance on the promises of Lessee contained herein, may be specially ordering, reserving, altering, remodeling and/or modifying the Equipment described in this Lease Agreement based on information supplied to Lessor by Lessee. Lessee understands that the Modular Equipment may not be standard, readily re-leasable product and/or Lessor may have lost other rental opportunities in allocating the Modular Equipment for Lessee's use and, as a result, Lessor is incurring extraordinary costs and expenses in proceeding with Lessee's order for this Modular Equipment. Notwithstanding anything contained in this Lease Agreement to the contrary, in the event Lessee wrongfully terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Term, Lessee shall be responsible for the payment to Lessor of: a) the reasonable costs incurred by Lessor arising out of the Lease Agreement for labor, materials and work executed up to Lessor's receipt of written notice of termination; b) storage related charges attributable to failed delivery; and c) rent for the Minimum Lease Term. All such charges will be billed on a lump sum basis unless other payment options are agreed by the Lessor.

4. Delivery; Acceptance; Delay. Upon delivery, Lessee agrees to inspect and accept the Equipment. Lessee will have five (5) days from the date of delivery to notify Lessor, in writing of any defects or deficiencies in the Equipment. Such notice shall specify each defect or deficiency in the Equipment. Unless Lessor receives timely, written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and

operating condition as of the date of delivery. Acceptance of the Equipment shall constitute Lessee's acceptance of this Lease Agreement. In the event delivery of the Equipment is delayed, through no fault of Lessor or Lessee, for a period of more than thirty (30) days from the delivery date set forth in the Lease Order Agreement, Lessee shall not owe any rent or related fees otherwise applicable under this Lease Agreement.

5. Term of Lease; Extension. The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). The date of delivery of the Equipment shall be reasonably agreed upon in writing by the Lessor and Lessee. Except as otherwise set forth in this Lease Agreement, Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Term. Acceptance of Equipment returned to Lessor prior to expiration of the Term or any Extension Period thereof, does not constitute a release of Lessee's rental obligations. In the event Lessee terminates the Lease Agreement during the Term, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Term, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee's use, and any applicable charges related to Ancillary Products, plus the Final Return Charges. At the end of the Term or Extension Period, Lessee shall be responsible for any "Final Return Charges" as estimated in the Lease Order Agreement. Lessee understands and agrees that the Final Return Charges stated in the Lease Order Agreement are estimates only and that Final Return Charges including, but not limited to, dismantle and return freight charges, will be charged at Lessor's then prevailing rate at the time of surrender. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. Any amounts prepaid by Lessee for rent or estimated return freight and knockdown shall be applied as a credit to Lessee's final invoice once final charges are determined by Lessor. At the end of the Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the "Extension Period"), unless either party provides the other thirty (30) days prior written notice of its intent to terminate at the conclusion of the Term; except that Lessee's rental rate during such Extension Period shall be automatically adjusted to Lessor's then prevailing renewal rental rate. At the end of the Term, Lessor has the right, upon notice to Lessee, to reasonably change or increase any other fee due and payable under the Lease Agreement.

6. Site Suitability; Inspection. Lessee shall choose a firm, level site with minimum soil bearing pressure in the appropriate pounds per square foot ("PSF") as determined by and in compliance with all local statutes, rules, ordinances, laws, building codes and regulations in the jurisdiction in which the Equipment will be located, and no more than a one inch per ten feet slope from one end to the other that is easily accessible by Lessor's standard truck/delivery equipment to locate the Modular Equipment and those Ancillary Products which are set upon/installed on the site. Lessee represents and warrants that the site is not a former landfill and Lessee has advised Lessor of any issues relating to the site or soil conditions which may impact the installation or settlement of the Equipment. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. Lessee warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of the Equipment, and further agrees to give directions and supervise the placement of such Equipment. Lessor assumes no liability nor offers any warranty for the fitness, adequacy of Lessee's site or utilities available at the site. Lessee is solely responsible for the site selection and subsurface conditions, including compaction, determining and complying with appropriate PSF, and environmental conditions. Unless otherwise agreed to in writing by Lessor, Lessee is responsible for verifying the presence or absence of any underground utilities in the designated site location. Prices for delivery, installation, teardown,

return delivery and other "one-time" charges, due dates for delivery or installation of Equipment, demobilization and return delivery assume accuracy of the information given to Lessor by Lessee with respect to site conditions and are subject to reasonable adjustment to the extent that the timing of or physical nature of access to the site is or becomes limited, the site does not have adequate load bearing or other topographic qualities

or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable license or permits are not provided in a timely manner, or Lessee otherwise delays completion of Lessor's work. If Lessee fails to provide a suitable site then Lessee shall pay for any reasonable resulting additional delivery, installation, and knock down and return charges, including but not limited to storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessor may suspend its work at Lessee's site if Lessor reasonably deems the site to be unsafe or in any way unable to accept the Equipment. Lessor is solely relying on Lessee's knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, hurricanes, tornadoes and flooding. Lessor recommends that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event, Lessee declines Lessor's installation of anchors, Lessor will comply with Lessee's refusal based on and in express and sole reliance on the representation and other terms and conditions in this Lease Agreement. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor (excluding the relocation of readily relocatable Ancillary Products within the Modular Equipment for Lessee's ease of use and convenience). Lessor shall not be responsible for compliance with any site specific requirements including, but not limited to, site security, badging, background checks, safety, and/or training requirements unless otherwise agreed to in writing by Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the Term of this Lease Agreement and any Extension Period. **LESSOR DOES NOT RECOMMEND OR SUPPORT THE STACKING OF MODULAR EQUIPMENT. DO NOT STACK MODULAR EQUIPMENT UNLESS YOU HAVE THE APPROVAL OF QUALIFIED ENGINEERING PROFESSIONALS, COMPLY WITH ALL OCCUPATIONAL SAFETY LAWS, AND OBTAIN ALL ZONING, BUILDING, AND OCCUPANCY PERMITS. NOTWITHSTANDING ANY EXPRESS TERMS TO THE CONTRARY, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IF LESSEE STACKS MODULAR EQUIPMENT.**

7. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use, and enjoy the Equipment subject to the terms and conditions of this Lease Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges, and expenses and execute and comply with all laws related to or that affect in any way the use, possession, maintenance, storage, and/or operation of the Equipment while it is in Lessee's possession, including obtaining all approvals, licenses, tests, inspections, and permits (including without limitation building permits and other governmental approvals) related to the use, possession, maintenance, storage, and/or operation of the Equipment. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including but not limited to janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by trained and qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. At its sole cost, Lessee shall maintain and keep the Equipment clean, in good repair and safe operating condition at all times during the term of this Lease Agreement in accordance with the Williams Scotsman Service Guide, which shall be provided to

Lessee prior to Acceptance of the Equipment. Lessee shall keep the Modular Equipment properly ventilated and shall not allow or permit any condition to exist that allows standing water to accumulate in, on, or under the Modular Equipment and/or any Ancillary Products. Damage, deterioration, or contamination of the Equipment due to water infiltration or exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling. Lessor has the right to inspect the Equipment at any time and if Lessor reasonably believes the Equipment to be misused, abused, or neglected, Lessor may, with written notice, declare the Lease Agreement in default and remove and repossess the Equipment at Lessee's sole cost. Lessee shall not, without Lessor's prior written consent, make any changes, alterations, or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessee assumes full responsibility for any Ancillary Products and/or other accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Modular Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time the Modular Equipment is ordered and, to the extent that Lessor can comply and agrees to do so in writing, Lessor shall include the additional cost for compliance and the agreed upon requirements in the Lease Order Agreement. Any special requirements with respect to the Modular Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state, municipal, or local building codes, zoning ordinances, rules, laws, or other types of regulations or use codes. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. Notwithstanding anything contained in the Lease Agreement to the contrary, Lessee shall not be responsible for costs and expenses arising from the ordinary wear and tear of the Equipment.

8. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of, or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives; flammable substances; radioactive materials; asbestos; paint materials containing lead; materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum products or byproducts; or, any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, materials, or biological substances (including fungi, bacteria, mold, and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Ordinary wear and tear does not include damage, contamination, or deterioration to the Equipment related to Hazardous Materials. Lessee is and shall remain responsible for returning the Equipment free of any and all Hazardous Materials. Prior to the return of the Equipment Lessor may in good faith, request Lessee, at Lessee's cost and expense, to provide written evidence that the Equipment has been tested by a licensed professional and is free of Hazardous Materials. In the event Lessee does not supply such evidence within ten

(10) days after written request from Lessor, then Lessor may order testing at Lessee's cost. If it is reasonably determined that the Equipment is contaminated, Lessee shall pay for decontamination of the Equipment, restoring the Equipment to its condition when delivered. If it is reasonably determined that the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 12 herein.

9. Rent; Fees; Taxes; Late Charges. Rent for the Equipment begins to accrue upon completion of delivery and set-up, if required, of the Equipment (the "Delivery Date"). Lessee shall pay Lessor monthly rent for the Equipment on the due date set forth on the invoice at the Rate Per Month stated in this Lease Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. Lessee shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes ("Sales Taxes"), and (ii) ad valorem, real property, and personal property taxes ("Property Taxes") (the items set forth in clauses (i) and (ii) hereinafter referred to as

"Taxes and Fees"). Lessee shall pay or shall reimburse Lessor, for any and all Taxes and Fees related to the Equipment, its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. In the event a properly executed Sales Tax exemption certificate is presented to and approved by Lessor, Lessee will not be charged for those Sales Taxes falling under such exemption, but will remain liable for all Taxes and Fees for which the exemption certificate does not apply. Lessee shall indemnify, defend and hold Lessor harmless against any and all Sales Taxes, including any interest and penalties thereon, if such exemption certificate is later determined not to apply to Lessee or is otherwise later deemed invalid. Property Taxes may be recovered based on any reasonable formula agreed upon in writing by the parties. **ANY AMOUNTS NOT PAID WITHIN TWENTY (20) DAYS OF THE DUE DATE SET FORTH ON THE INVOICE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER MONTH OR THE MAXIMUM AMOUNT PERMITTED BY LAW, WHICHEVER IS LOWER, OF THE AMOUNT IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER MONTH FOR EACH MONTH THE INVOICE REMAINS**

UNPAID. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a partial payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be absolute and unconditional and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

INVOICES ISSUED BY LESSOR ARE SOLELY FOR LESSEE'S CONVENIENCE. ELECTRONIC BILLING STATEMENTS ARE THE OFFICIAL BILLING METHOD USED BY LESSOR. LESSEE AGREES TO PROVIDE A VALID ELECTRONIC MAIL ADDRESS ("EMAIL ACCOUNT") FOR PURPOSES OF RECEIVING INVOICES AND ALL LESSEE INVOICES WILL BE SENT TO SUCH EMAIL ACCOUNT. FAILURE OF LESSEE TO RECEIVE AN INVOICE THROUGH EMAIL DOES NOT WAIVE ANY OF LESSEE'S OBLIGATIONS HEREUNDER. IF LESSEE REQUIRES A PAPER INVOICE, LESSEE WILL MAKE SUCH REQUEST IN WRITING TO LESSOR AND WILL AGREE TO PAY LESSOR A

\$10.00 ADMINISTRATIVE FEE PER PAPER INVOICE.

LESSOR'S PREFERRED PAYMENT METHOD IS AUTOMATED CLEARING HOUSE ("ACH"). IF LESSEE PAYS BY CHECK, LESSEE AGREES THAT LESSOR MAY ADD A CHECK PROCESSING FEE IN THE AMOUNT OF \$10.00 TO LESSEE'S ACCOUNT. IF LESSEE PAYS BY CHECK OR ACH AND THE BANK RETURNS THE CHECK OR ACH DEBIT TO LESSOR UNPAID, LESSEE AGREES THAT LESSOR MAY ADD A RETURNED CHECK FEE OR RETURNED ACH DEBIT FEE IN THE AMOUNT OF \$30.00 TO LESSEE'S ACCOUNT.

10. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments not arising out of Lessor's acts including but not limited to mechanics' and materialman's liens.

11. Indemnity. Lessee agrees to indemnify, defend, and hold harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment as agreed to herein; provided, however, that Lessee's obligations set forth in this section shall not apply if the losses, claims, costs and/or attorneys' fees and expenses arose out of or were caused by a material defect in the Equipment, or those arising out of the negligence or intentional misconduct of Lessor or its agents or employees. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

12. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole, reasonable opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products in accordance with Section 18; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Modular Equipment to Lessee unless Lessor agrees to dispose of the Modular Equipment along with any destroyed Ancillary Products at Lessee's cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the reasonable costs of repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment that does not constitute a Total Loss shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this Section 12 shall be binding upon Lessee in accordance with the terms hereof.

13. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full term of the Lease Agreement. (C) General. (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten business days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 11 & 12.

13.1. Commercial General Liability Program: The Commercial General Liability Program may or may not be available for Ancillary Products. If the Commercial General Liability Program is available in full or in part (in the Agent's sole discretion) and provided Lessee elects to participate in this program, and pays the required additional fees, the Lessee will satisfy the Lease Agreement requirements for Commercial General Liability Insurance to the extent of any limitations outlined in this Lease Agreement. Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage:

\$2,000,000.00 General Aggregate; \$1,000,000.00 Per Occurrence; and,

\$5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Lease Order Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Modular Equipment and may or may not cover Ancillary Products. The Commercial General Liability Program has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability with respect to such insurance. Lessee payments will be considered payments under the Lease Agreement; any payment default by Lessee under the Lease Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Lease Agreement and Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the

Lease Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, upon request, and Lessee understands that the coverage is only in effect as long as the Lease Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110, 111, 112 or 113).

13.2. Property Damage Waiver Program: The Property Damage Waiver Program may or may not be available for Ancillary Products. If the Property Damage Waiver Program is available in full or in part (in Lessor's sole discretion) and provided Lessee elects this program and pays the required additional fees, then Lessee shall not be obligated to obtain the property insurance described in Section 13(B) and Lessor agrees to relieve Lessee of Lessee's liability for loss or damage to the Modular Equipment for amounts in excess of the amount specified as the deductible in the Insurance Requirements Addendum to the Lease Order Agreement per unit of Modular Equipment per occurrence and for loss or damage to Ancillary Products to the extent covered by the Property Damage Waiver Program and subject to the relevant deductibles. The Property Damage Waiver covers acts of vandalism, fire and natural disasters including heavy wind, lightning, flooding, fallen trees, etc. The Property Damage Waiver **does not cover**: (1) Damage arising from or related to collision and/or upset that occurs during transport and/or relocation of Equipment by Lessee, its employees, agents, invitees or anyone acting at the direction of or on behalf of the Lessee; (2) Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the negligence or willful misconduct of the Lessee, its employees, agents, or anyone acting at the direction of or on behalf of the Lessee; (3) Lessee's personal property and/or contents within or upon the Equipment. **LESSEE IS RESPONSIBLE FOR INSURING ITS OWN BELONGINGS**; (4) Damage or loss of use of Equipment due to contamination of the Equipment from Hazardous Materials, as defined in Section 8 herein. The monthly fee payable by Lessee is specified on the face page of the Lease Order Agreement and will be billed with the rental invoice. The waivers set forth herein shall not be binding upon Lessor unless the loss, damage, injury or claim is reported to Lessor, in writing, within seventy-two (72) hours of its occurrence. Lessee shall cooperate with and provide to Lessor all information pertaining to such event. The waivers provided herein are automatically extinguished or terminated on the date that rent or any other charges due to be paid by Lessee become late and unpaid or upon expiration or termination of the Lease Agreement. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**

14. Defaults: Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Lease Agreement; (3) Lessee shall have abandoned the Equipment or is no longer entitled to keep the Equipment at its delivered location; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or, any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term, any Extension Period thereof and all other unpaid, fees, taxes, and charges including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman immediately due and payable; (2) Repossess, retake, and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice,

without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Williams Scotsman; and/or

(5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment and there shall be in or attached to such Equipment any property owned by or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of thirty (30) days. Lessor shall take all reasonable precautions to ensure that such property is not lost, damaged or stolen. Thereafter, if any such property is not claimed and taken by Lessee within thirty (30) days after Lessor repossesses or retakes the Equipment, such property will be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) **LESSEE AND LESSOR WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS, AND SUITS OF ANY KIND ARISING FROM OR RELATING TO THIS LEASE AGREEMENT.**

15. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, (impediments including, but not limited to, ramps, steps, and/or landscaping added by parties other than Lessor) at the Delivery Address shown in the Lease Order Agreement or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the Lessor's rates then in effect on the date of surrender. The Modular Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable

ordinary wear and tear excepted. Lessee shall pay Lessor the reasonable cost of replacement or repair, whichever is lower, for all missing or damaged tires, axles, or hitches. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all impediments, remove all of Lessee's personal property, and vacate the Modular Equipment leaving the Ancillary Products intact and readily accessible. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, unless caused by Lessor's, its employees' or agents' negligence or intentional misconduct. Unless otherwise agreed by Lessor and Lessee, any accessories and additions affixed to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all reasonable costs incurred related to the return of the Equipment and in repairing, cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

16. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Lease Agreement that it will repair, at its sole cost and expense, structural or mechanical defects in the Modular Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the discovery of the defect, malfunction or leak by the Lessee. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Modular Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Modular Equipment, utilities connection, alteration of the Modular Equipment, use of the Modular Equipment for a purpose for which it was not intended, vandalism, misuse of the Modular Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Modular Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in reasonable charges for repair or replacement to Lessee. **LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES ARISING IN RELATION TO LESSOR'S LIMITED WARRANTY, OR ANY REPAIRS PERFORMED PURSUANT TO THE LIMITED WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS,**

AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.

17. Assignment. LESSEE SHALL NOT ASSIGN THIS LEASE AGREEMENT OR SUBLET THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. This Lease Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

18. Ancillary Products. Notwithstanding anything contained in this Lease Agreement to the contrary, in the event of any conflict with respect to Ancillary Products the following terms and conditions shall apply:

(a) While some Ancillary Products originate in various instances from third-party suppliers, Lessee shall nevertheless lease the Ancillary Products solely from Lessor and shall have no ownership rights or interests therein, except as may relate to Lessee's purchase of items which are covered by a separate, executed, sale agreement and/or are recognized as clearly for finite consumption (ex. kitchen, restroom, and/or office supplies). Lessee shall be obligated to pay applicable rental amounts set forth in the Lease Order Agreement for the lease of the Ancillary Products.

(b) Certain Ancillary Products, including but not limited to portable bathrooms or generators, may contain or present certain hazardous conditions or materials. Lessee acknowledges that it is fully aware of the potential hazards in using such Ancillary Products and agrees to assume all risk. Lessee agrees that it shall: (i) use such Ancillary Products in a safe manner, in accordance with all manufacturers' recommendations; (ii) perform all required maintenance on such Ancillary Products that is not otherwise to be performed by Lessor pursuant to the terms of the Lease Agreement. Lessee shall utilize only trained, licensed, qualified and/or certified technicians for such repairs as required; and (iii) maintain and remove any waste or hazardous materials created by such Ancillary Products in accordance with all applicable laws, rules and regulations.

(c) Lessor may require Lessee to execute a separate Addendum for certain Ancillary Products.

(d) **Limited Warranty.** The Ancillary Products may be "New" or "Used" Ancillary Products. In the event of any defect, Lessee shall notify Lessor within two (2) days of the discovery thereof. Ancillary Products shall be subject to the specific manufacturer's warranty provisions and time period, if any, as applicable to and as available for the Ancillary Products. In any event, the liability of Lessor shall be limited solely to the repair of defects in, or, the replacement of the Ancillary Products at Lessor's sole option. Lessor shall have no liability for the repair of any defect or condition resulting from: Lessee's relocation of the Ancillary Products; utilities connection; alteration of the Ancillary Products; use of the Ancillary Products for a purpose for which it was not intended; vandalism; misuse of the Ancillary Products; excessive wear and tear, or failure to provide notice to Lessor of needed repairs or maintenance. The repair of the Ancillary Products by Lessor due to a defect or condition resulting from any of the preceding causes shall result in reasonable charges for repair or replacement to Lessee. **EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE AGREEMENT, LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES ARISING FROM THE POSSESSION, USE, OR OPERATION OF ANCILLARY PRODUCTS. LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE ANCILLARY PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ANCILLARY PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". LESSOR MAKES NO REPRESENTATIONS WITH REGARD TO THE USAGE OR CONDITION OF THE ANCILLARY PRODUCTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE**

(e) Lessee assumes all risk of loss and damage to the Ancillary Products from all causes. The insurance value for the Ancillary Products may or may not be included in the Equipment Value shown in the Insurance Requirements Addendum to the Lease Order Agreement for the

Modular Equipment, or, covered under the Property Damage Waiver Program if Lessee is enrolled. In the event of total loss or damage to any or all of the Ancillary Products, Lessee agrees to pay Lessor the replacement value or cost of repair, whichever is lower, for

the Ancillary Products as reasonably determined by Lessor as well as any applicable Taxes and Fees.

(f) The terms governing the product description and frequency of maintenance and cleaning services to be performed by Lessor in relation to Ancillary Products shall be exclusively set forth in the Lease Order Agreement.

19. Miscellaneous. (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by both parties, constitutes the entire agreement between the parties, (except as may otherwise be noted in Section 18(c) or as later amended as outlined in 19(c), superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties, as outlined in Section 19(c). The terms of any documents submitted by Lessee or any third-party supplier of Ancillary Products (i) are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee-supplied documents shall be for Lessee's billing purposes only. Notwithstanding anything contained in such document to the contrary, in the event of any conflict or inconsistency between the provisions of this Lease Agreement and the provisions of any Lessee-supplied documents, the provisions contained in this Lease Agreement shall prevail. (c) Any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal as Lessor's obligation shall be deemed "Extra Work". Lessee, with Lessor's consent, may order changes in the Equipment, material or labor to be furnished by Lessor under the Lease Agreement. Prior to Lessor performing/providing the Extra Work, Lessor and Lessee must agree in writing to any modification or addition to the Equipment, material or labor covered by this Lease Agreement as well as the corresponding changes to the Lease Agreement Total Charges and time frame for performance. All Extra Work shall be authorized by written Amendment or Change Order to the Lease Agreement signed by both parties. Lessee shall promptly pay Lessor for any additional Equipment, materials or labor authorized by Amendment or Change Order. Payment for Extra Work shall be due as and when invoiced by Lessor. Costs for Extra Work shall include reasonable overhead as well as other related, reasonable sums incurred by Lessor as may be applicable, including but not limited to: administrative costs; office expenses; expenses incurred at the Delivery Location; project manager/site superintendent time and expenses (if such personnel is supplied by Lessor); dumpster fees; temporary facilities for Lessor's use including, but not limited to, sanitary facilities and/or Field Office(s); temporary utilities for Lessor's use (if supplied by Lessor); travel and related expenses; cell phone expenses and other costs for communication; Architectural and/or Engineering expenses (if supplied by Lessor); cleanup at the Delivery Location if performed by Lessor; document/drawing reproduction costs; and/or the costs for Mail/Overnight and other delivery services. (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under

Section 11 would be in violation of or otherwise prohibited by any applicable law, then Section 11 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law.

(e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 11, 12, 13, 14, 15, 18, and 19, which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If either party fails to perform any of its obligations hereunder, the other party shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of such other party incurred in connection with such performance shall be payable by Lessee upon demand. The failure of either party to insist at any time upon the strict performance of any of the terms, covenants, or conditions of this Lease Agreement or to exercise any right or remedy herein, or the waiver by either party of any breach thereof shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Order Agreement or any amendment thereto will be performed by Lessor in a good and workmanlike manner using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee understands and agrees that Lessor may use Lessor employees or subcontracted workers for the performance of any work related to the Equipment, as determined in Lessor's sole discretion. (i) **NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES FOR LEGAL CLAIMS OR ACTIONS ARISING OUT THIS LEASE AGREEMENT.** (j) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (k) With the exception for mechanic's and materialman's lien proceedings set forth below, this Lease Agreement shall be governed by and interpreted under Pennsylvania law. Further, all legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Philadelphia, Pennsylvania. Mechanic's and materialman's lien proceedings, including any action to foreclose on such lien, shall be governed by the law of the state where the Equipment is located. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT.** (l) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (m) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. (n) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (o) The terms and conditions of the Lease Agreement may be amended from time to time by written agreement between Lessor and Lessee.

Lease Agreement Terms & Conditions, Revision
08/01/2015 **UPPER UWCHLAN TOWNSHIP POLICE**
DEPARTMENT (REVISED 02/06/19)

IN WITNESS WHEREOF, the parties have executed
this Agreement as of this_ day of February 2019.

Lessor:

Williams Scottsman, Inc.

By: 

Name: Kevin Benson

Title: Sr. District Administrator
2/11/19

Lessee:

Upper Uwchlan Township

By: 

Name: Jo W. Nye

Title: J11LtZ.r of! /tu 1 €