



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA

AUGUST 19, 2019
7:00 p.m.

*LOCATION: Temporary Township Administration Office
415 Eagleview Boulevard, Suite 116, Exton, PA 19341*

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: July 9, 2019 Board of Supervisors Workshop	3
	July 15, 2019 Board of Supervisors Meeting	4
	July 24, 2019 Board of Supervisors Meeting, Conditional Use Hearing	8
III.	APPROVAL OF PAYMENTS	13
IV.	TREASURER'S REPORT	47
V.	SUPERVISORS' REPORT	
	A. Curtis Miller - U.S. Representative Chrissy Houlahan's Office - Services Available, Activities Update	
	B. Jeff Kowalczyk - Barbacane Thornton, Annual Audit Presentation	
	C. Executive Session held August 13, 2019 regarding personnel	
	D. Calendar:	
	September 2, 2019 Office Closed ~ Labor Day Trash and Recycling won't be collected September 2; Collection will be Township-wide Tuesday, September 3; Place materials curbside Monday night.	
	September 10, 2019 4:00 PM Joint Boards & Commissions Workshop	
	September 16, 2019 7:00 PM Board of Supervisors Meeting, Continuation of RIP Holdings Conditional Use Hearing	
	September 25, 2019 6:00 PM Struble Trail Extension II Conditional Use Hearing (Continued from July 24, 2019)	
	Yard Waste Collection Dates: August 21, September 4, 11, 18, and 25, 2019 Do not use plastic bags; place materials curbside the night before to guarantee collection.	
VI.	ADMINISTRATION REPORTS	
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	B. Building and Codes Department Report	83
	C. Police Chief's Report	
	D. Public Works Department Report	85

VII. LAND DEVELOPMENT

A. Chester Springs Crossing (Jankowski Tract) Subdivision – Consider Acceptance:	
Site Improvements Bond \$1,799,262.35	88
Sanitary Sewer Improvements Bond \$452,955.60	139
Stormwater Best Management Practices/Operations & Maintenance Agreement	183
Deed of Dedication – Additional Route 100 Right-of-Way	197
B. Eagleview Corporate Center Lot 4 Land Development Plan – Consider Approval	209
C. Eagle Village Parking Expansion Land Development Plan – Consider Approval	218

VIII. ADMINISTRATION

A. Traffic Signal Backplate Installation – Consider Expenditure	237
B. Traffic Signal Street Sign Replacement – Consider Expenditure	240
C. Resolution Endorsing Chester County’s Landscapes3 Comprehensive Plan – Consider Adoption	242
D. Delinquent Trash Accounts – Consider Sheriff Sale	

IX. OPEN SESSION

X. ADJOURNMENT



Upper Uwchlan Township
Board of Supervisors Workshop
July 9, 2019
4:00 p.m.
Minutes
DRAFT

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In attendance:

Guy Donatelli, Chair

Sandy D'Amico, Vice-Chair

Jamie Goncharoff, Member

Cary Vargo, Township Manager

Shanna Lodge, Assistant Township Manager

Gwen Jonik, Township Secretary

Guy Donatelli called the Workshop to order at 4:08 p.m., led the Pledge of Allegiance, offered a moment of silence, and asked if anyone was recording the meeting – there were no responses.

Upland Farms Farmhouse

Authorize Advertisement of a Request for Proposal – Mold Remediation

Shanna Lodge introduced a Request for Proposal (RFP) to remediate mold in the farmhouse at Upland Farms, which was discovered and analyzed during an assessment for cleaning services. Current use of the farmhouse is the storage of documents and historic artifacts. Future plans include converting the space for a community center or other public use. The RFP was crafted from Eagle Industrial Hygiene Associates' analysis. Two written quotes received were higher than the \$20,600 threshold, requiring the bid process. The scope of work includes the necessary demolition, cleaning and sealing actions to contain, remove and prevent the future development of microbial growth within the structure. The 2019 budget included Contents of the house will be removed prior to this work, bids will be due mid-August and the work will begin shortly after the Contract is awarded. Guy Donatelli confirmed authorization to advertise the RFP.

Environmental Advisory Council (EAC) ~ Consider Establishing an EAC

Shanna Lodge introduced the concept of an (EAC) for Upper Uwchlan Township. An EAC could assist with educating the public on many environmental-related programs and topics such as recycling, "Adopt A Road", park cleanup, watershed quality, invasive species (plants, animals), etc. It could partner with adjacent municipalities' EACs; small budget; high school senior's service projects; 3 – 7 members; would need a mission statement, scope, tasks, responsibilities. All were in favor of further research of EACs.

Upcoming Meetings

Guy Donatelli announced the following calendar: July 15, 2019 7:00 p.m. Board of Supervisors Meeting, Vantage Point Retirement Living Hearing; July 24, 2019 6:00 p.m. Conditional Use Hearing – Struble Trail Extension II; August 13, 2019 4:00 p.m. Board of Supervisors Workshop; August 13, 2019 6:00 p.m. Conditional Use Hearing – Windsor Baptist Church; August 13, 2019, 7:00 p.m. Conditional Use Hearing for Profound Technologies.

Open Session

Jamie Goncharoff requested more frequent updates of projects/activities, such as the Township Building renovation.

Adjournment

There being no further business to be brought before the Board, Guy Donatelli adjourned the Workshop at 5:50 p.m. and the Board proceeded to hold an Executive Session regarding personnel and legal matters.

Respectfully submitted,
Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS
REGULAR MEETING,
AMENDED PRD HEARING
July 15, 2019
7:00 p.m.
DRAFT

4

LOCATION: Temporary Township Administration Office
415 Eagleview Boulevard, Suite 116
Exton, PA 19341

In Attendance:

Board of Supervisors

Guy A. Donatelli, Chair
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., Gilmore & Associates
Sheila Fleming, ASLA, Brandywine Conservancy
Chris Williams, P.E., McMahon Associates

Tom Oeste, Esquire, Township Solicitor
Mark Hagerty, Court Reporter

Mr. Donatelli called the meeting to order at 7:02 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.

Approval of Minutes

Mrs. D'Amico moved, seconded by Mr. Goncharoff, to approve as presented the minutes of the June 11, 2019 Conditional Use Hearings. The Motion carried unanimously.

Mrs. D'Amico moved, seconded by Mr. Goncharoff, to approve as presented the minutes of the June 17, 2019 Board of Supervisors Meeting. The Motion carried unanimously.

Approval of Payments

Mrs. D'Amico moved, seconded by Mr. Goncharoff, to approve the payments to all vendors as listed July 12, 2019. The Motion carried unanimously.

Treasurer's Report

Jill Bukata reported that the financial condition remains strong; year-to-date revenues are at 62% of the budget; year-to-date expenses are at 43.6% of the budget; earned income tax is at 59.6% of the budget and is \$250,000 ahead of this time last year.

Supervisor's Report

Mr. Donatelli announced that the Board held an Executive Session July 9, 2019 regarding personnel and legal matters, and noted the following published calendar: July 24, 2019 6:00 p.m. Conditional Use Hearing – Chester County/Struble Trail Extension; August 13, 2019 4:00 p.m. Board of Supervisors Workshop; August 13, 2019 6:00 p.m. Conditional Use Hearing – Windsor Baptist Church; August 13, 2019 7:00 p.m. Conditional Use Hearing – Profound Technologies;

August 19, 2019 7:00 p.m. Board of Supervisors Meeting; September 2, 2019 Office Closed ~ Labor Day (Trash/Recycling will not be collected September 2, it will be collected Township-wide Tuesday, September 3); yard waste collection dates July 24, August 7 and August 21, 2019.

Mr. Donatelli advised that the Township has received an Order granting our "Petition for Intention" in the Sunoco Pipeline matter before the PUC.

ADMINISTRATION REPORTS

Township Engineer's Report

Dave Leh reported that a revised alternate plan was submitted for Byers Station Parcel 5C Commercial Lot, proposing 27,000 SF commercial and 55 townhomes. These plans are under review by the consultants for discussion at the August Planning Commission meeting. The Jankowski Tract, which will be called "Chester Springs Crossing" received their NPDES permit from PaDEP and their highway occupancy permit from PennDOT.

Building and Codes Department Report

Al Gaspari reported that 70 building permits were issued last month, totaling \$43,304 in permit fees; the Upattinas condos developer has submitted a plan to construct 5 townhouses in the Manor house; a sound study of the FedEx facility is scheduled for the week of July 29. In answer to Supervisors' questions, Mr. Gaspari advised it will take a week to receive the results of the study, and the cost is @ \$5000/study.

Police Chief's Report

Chief DeMarco reported that there were 972 calls last month and the July 4 holiday was uneventful.

Public Works Department Report

Mike Heckman reported the Department received and completed 136 work orders, mowed all of the parks and Authority properties, completed sidewalk installation at 520 Milford Road for the temporary Police office; is working with the Authority to identify where rags are getting into the system and clogging the Eaglepointe wastewater treatment plant (WWTP); installed pipe at Meadowcreek WWTP; and is rebuilding storm water inlets for upcoming paving activity.

ADMINISTRATION

Police Department Interview Room Recording System. Cary Vargo summarized a \$21,478 proposal for a video/audio recording system for 2 rooms in the Police Department in the renovated township building. The Case Cracker System has been researched by the Police Department and is their recommendation. A video/audio recording system was included in the original bid specifications, however, was removed to provide opportunity for research and competitive pricing. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the purchase and installation of the Case Cracker System in the amount of \$21,478.00. The Motion carried unanimously.

Township Building Cabling. Cary Vargo presented proposals totaling \$47,100 for cabling the renovated township building for data for computers, phones, scanners, copiers, access management, etc. Staff, the Township's I.T. Firm and the project management team have worked to identify the needs in the renovated building. All offices and work stations will have a minimum of 2 data runs. The proposed costs include labor, materials and project management. Cabling was also included in the original bid specifications, was removed to provide the opportunity for more competitive pricing. Over \$100,000 is saved by doing the 2 items tonight and purchasing the emergency generator separately. Mr. Goncharoff moved, seconded by Mrs. D'Amico to approve the proposals for the cabling in the amount of \$47,100.00. The Motion carried unanimously.

2019 Pavement Marking Contract. Mike Heckman reported that 2 contractors submitted bids for the 2019 Contract, with the low bid by Alpha Space Control totaling \$45,787.50 if all of the work is

done by the contractor. The amount is higher than what was budgeted, and the Public Works Department usually does a portion of the markings themselves so the contract will be awarded at the individual line item prices. The price of paint has increased over the years and Mr. Heckman will raise the amount for this task in the 2020 Budget. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to award the 2019 Pavement Marking Contract to Alpha Space Control at the individual, per line item amounts on their bid form. The Motion carried unanimously.

OPEN SESSION

Cary Vargo advised that the renovations of the township building are progressing, with demolition of the exterior nearing completion and footers would be poured this week. As with any renovation to a 25 year old building, a few minor issues were discovered but it hasn't greatly impacted construction costs or schedule.

Township Solicitor Tom Oeste reported that the Decision and Orders for the Eagle Retail Associates /Starbucks and the Gunner Properties/160 Park Road conditional use applications are not going to be decided tonight. The Decisions will most likely take place at the July 24, 2019 public meeting.

Adjournment

There being no further regular business to be brought before the Board, Mr. Donatelli adjourned The business meeting at 7:23 p.m. and announced a short recess would be taken to set up for a publicized Public Hearing.

PUBLIC HEARING – Vantage Point Retirement Living

Mr. Donatelli reconvened the evening at 7:29 p.m. and announced that tonight's Hearing is a continuation of Vantage Point's application that started with a Hearing December 17, 2018. Mr. Donatelli asked Solicitor Oeste to conduct the Hearing and Mark Hagerty, Court Reporter, recorded the proceedings. The following is a summary of the Hearing; the Court Reporter's transcript is the Official Record. The Application seeks approval to construct a senior living facility, "Fieldstone at Chester Springs", to include 100 rooms for a mixture of independent living, personal care and memory care, on the northeast corner of the Byers Road and Graphite Mine Road intersection.

Mr. Oeste added the following Board Exhibits into the Record:

- B-12 Series of letters granting extensions to hold the Hearing
- B-13 Proof of Publication of tonight's Hearing
- B-14 Affidavit of property posting
- B-15 Township Consultants' comments - Gilmore & Associates Letter dated July 9, 2019

Township Consultants Dave Leh, Sheila Fleming and Chris Williams were present.

Alyson Zarro, Esquire, distributed Applicant's Exhibits A-11 through A-16 and advised that the proposed building and amenities are basically the same except that the driveway to provide access for the Butler House / EPC LLC has been shifted slightly onto Parcel 6C. The Applicant worked with the Historic Commission and addressed some of their comments.

Greg Stevens of Vantage Point Retirement Living provided testimony regarding easement rights, the color and architectural design features – rooflines, entry portico -- signage, landscaping, and the loading dock area. Joe Russella of D.L. Howell provided testimony regarding the driveway, trail, landscaping plan and advised they can address all comments in the July 9 Consultants' letter. Guy DiMartino of TPD provided testimony regarding traffic – traffic counts, service at the Byers Road / Graphite Mine Road intersection, turning lanes, deceleration lanes, etc.

Mike Robinson, adjacent property owner to Byers Station Parcel 6C (EPC LLC) advised that there are utility poles on the existing driveway that no longer serve his property and can be removed.

There being no further testimony, Mr. Oeste closed the Record at 9:12 p.m. and adjourned the Hearing at 9:13 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS
PUBLIC MEETING,
CONDITIONAL USE HEARING

July 24, 2019
6:00 p.m.

DRAFT

LOCATION: Temporary Township Administration Office
415 Eagleview Boulevard, Suite 116
Exton, PA 19341

In Attendance:

Board of Supervisors

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

Township Administration

Cary B. Vargo, Township Manager
Gwen A. Jonik, Township Secretary

Tom Oeste, Esquire, Township Solicitor -- Buckley Brion McGuire & Morris LLP
Kevin McKenna, Esquire, Township Solicitor – McKenna Snyder LLC

Mr. Donatelli called the meeting to order at 6:01 p.m., led the Pledge of Allegiance, offered a moment of silence and asked if anyone planned to record the meeting. There were no responses.

Mr. Donatelli advised an Open Session would be held until Mr. Goncharoff arrived.

Open Session

A citizen asked the status of the Struble Trail Hearing. Mr. Donatelli advised that the Hearing was going to be continued and the date would be determined once Mr. Goncharoff arrived.

Mr. Goncharoff arrived shortly after 6:00 p.m.

ADMINISTRATION

Eagle Retail Associates/Starbucks Conditional Use Decision & Order.

Mr. Donatelli asked Mr. Oeste to summarize the draft Decision & Order for Eagle Retail Associates/Starbucks' conditional use application, seeking approval to permit a retail store with drive-through service in the C-1 Village Commercial District, in the former Bank building - Eaglepointe Shopping Center, pursuant to Zoning Ordinance Section 200-33.B.(5). The Public Hearing was held June 11, 2019. The draft Decision contains 14 Conditions, which have been reviewed by the Board of Supervisors and the Applicant's Representative and are acceptable to all parties.

Mr. Goncharoff moved, seconded by Mrs. D'Amico, to grant Conditional Use Approval with the 14 Conditions, as follows. The Motion carried unanimously.

The Board grants the Application subject to strict compliance with the following conditions. Compliance with the conditions shall be demonstrated during review of and decision on the land development application and plan and shall be determined by the Board. The Board shall resolve any conflict or inconsistency between any condition, between any condition and Applicable Law or between any condition and the Record.

1. Applicant and its successors and assigns in interest to the Shopping Center property shall be strictly bound by this Decision and Order.
2. To the extent not inconsistent with any of the specific conditions of approval, Applicant shall comply with and the Starbucks Coffee Shop shall be operated in substantial conformance with the representations and commitments made in the Record.

3. The use of Pad Site 4 shall be a Starbucks Coffee Shop with one (1) drive-thru service lane and window as generally depicted on Exhibit A-3, Schematic Design Package, as modified by Exhibit A-4, Site Sketch. The final configuration of the drive-thru stacking lane and bypass lane, and the number of stacking spaces, shall be determined during the land development review.
4. All drive-thru stacking of vehicles shall be located on the Pad Site. Stacking and queuing of vehicles shall not extend into the Shopping Center drive aisles, Simpson Drive or Pottstown Pike. To the extent necessary after opening for business, Applicant shall modify the drive-thru stacking layout to prevent off-site stacking and queuing of vehicles.
5. The land development plan shall depict an area for loading and unloading; and turning templates for ingress and egress by delivery vehicles to and from the Pad Site. All deliveries shall occur during hours when the Starbucks is not open for business. Loading and unloading may occur in designated parking spaces and drive aisles as long as loading and unloading occurs during non-business hours.
6. The land development plan shall be reviewed for emergency access and be subject to approval by Township emergency service providers.
7. The Applicant shall demonstrate during land development that the number of parking spaces required by Zoning Ordinance Section 200-73.H.(3) for the Starbucks use are provided on the Pad Site and in the parking area across the drive aisle immediately to the west of the Pad Site, described at the Hearing as the Acme lot.
8. Employees of the Starbucks store shall be required to park in the Acme lot if deemed necessary by the landlord or Township. Starbucks shall require all employees to park in the Acme upper lot within seven (7) days of Starbucks' receipt of a written request by the Township or landlord.
9. If after a minimum period of ninety (90) days from the Starbucks opening for business, the Township observes any queuing or stacking of vehicles which occurs out into the Shopping Center drive aisles, Simpson Drive or Pottstown Pike (as prohibited by Condition #4 above), then the Township may require that the Applicant perform a traffic study. The study shall be completed by a qualified traffic engineer and the scope of the study shall be approved by the Township traffic consultant. To the extent feasible, the Applicant shall made modifications to Simpson Drive, the Shopping Center drive aisles and internal circulation as may be recommended by the study or required by the Township traffic consultant.
10. The Applicant shall comply with the comments, requirements and recommendations of McMahon Associates, Inc., Township Traffic Consultant, set forth in Paragraph III, items 4 through 7, of Exhibit B-4.
11. The Applicant shall comply with the comments, requirements and recommendations of ARRO Consulting, Inc., Township Sewer Consultant, set forth in Paragraph V, items 1 and 2, of Exhibit B-4.
12. The land development plan shall include a comprehensive signage plan for the Pad Site, that includes but is not limited to restricting parking on the Pad Site to customers of Starbucks and Eagle Formal Wear (or subsequent tenant), informational signage for additional parking in the Acme lot and signage prohibiting vehicles waiting for drive-through service from standing or stopping in the Shopping Center drive aisles, Simpson Drive or Pottstown Pike. The signage plan shall be reviewed by the Township Historical Commission for recommendations relative to sign area, height and lighting.
13. The Applicant shall continuously maintain the existing pedestrian crosswalk from the Pad Site to the Acme lot (located at the southwest corner of the Pad Site as depicted on Exhibit A-2) to accommodate pedestrian movement to and from parking in the Acme lot. The crosswalk shall be adequately lit during Starbucks business hours.
14. The Applicant shall notify the Board by correspondence or electronic mail delivered to Cary Vargo, Township Manager, within 10 days of the Date of Decision set forth hereinbelow, its full and complete consent to the conditions specific herein above or the Application is denied; the Board expressly finding and concluding that the Application, in the absence of compliance with the said conditions, is inconsistent with or in violation of the standards, criteria, purposes and policies codified in the Zoning Ordinance. In the event the conditions are not accepted in full or an appeal is taken, the Board retains jurisdiction and shall supplement this Decision and Order with Findings of Fact and Conclusions of Law in support of the denial of the Application.

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Gunner Properties Ltd. / 160 Park Road Conditional Use Decision and Order.

Mr. Oeste summarized the draft Decision and Order for Gunner Properties Ltd.'s conditional use application, seeking approval for an eating and drinking establishment (a beer garden) in the C-1 Village Commercial District pursuant to Zoning Ordinance Section 200-33.B.(8) and to allow off-site parking pursuant to Section 200-73.K.(2). The Public Hearing was held June 11, 2019. The draft

Decision and Order contains 24 Conditions, which have been reviewed by the Board of Supervisors and the Applicant/Applicant's Representative and are acceptable to all parties.

Mr. Goncharoff moved, seconded by Mrs. D'Amico, to grant Conditional Use Approval with the 24 Conditions, as follows. The Motion carried unanimously.

The Board grants the Application subject to strict compliance with the following conditions. Compliance with the conditions shall be demonstrated during review of and decision on the land development application and plan and shall be determined by the Board. The Board shall resolve any conflict or inconsistency between any condition, between any condition and Applicable Law or between any condition and the Record.

1. Applicant and its successors and assigns in interest to the Property shall be strictly bound by this Decision and Order.
2. To the extent not inconsistent with any of the specific conditions of approval, Applicant shall comply with and operate the Beer Garden with inside and outside seating in substantial conformance with the representations and commitments made in the Record.
3. The indoor area of the Beer Garden in Building 1 shall be limited to a maximum of 2,500 square feet of public area for service and consumption of alcohol and food.
4. The maximum occupancy of persons (including adults, children and employees) both inside and outside for the Beer Garden use on the Property shall be 498 occupants. Applicant shall take appropriate measures to control the number of occupants so that this maximum number is not exceeded.
5. The outside service and consumption of alcohol and food shall be limited to the an area of approximately 24,000 square feet, including the courtyard of approximately 2,000 square feet on the southeast corner of Building 1 and the existing fenced-in area to the southwest, southeast and northeast of Building 5 (collectively the "Outside Service Area"). The limits of the Outside Service Area shall be clearly depicted on the land development plan and be subject to Board approval in the land development decision. Fences and gates shall be installed and continuously maintained around the Outside Service Area to discourage customers from leaving the Outside Service Area with alcohol. Signage approved by the Township shall be installed and continuously maintained advising customers that the carrying or consumption of alcohol beyond the limits of the Outside Service Area is prohibited. Customers consuming alcohol shall not be permitted in areas other than the Outside Service Area, including into any parking lots, the open fields to the south, west and north of the buildings on the Property and beyond the Property boundaries.
6. Applicant shall provide a copy of the liquor license for the Beer Garden to the Township and adhere to all conditions imposed by the PaLCB and all laws and regulations applicable to the license, including but not limited to the hours of service of alcohol, as long as those conditions are not inconsistent with the terms of this Decision and Order.
7. All managers of the Beer Garden; and all employees who serve alcohol at the Beer Garden; shall obtain Responsible Alcohol Management Program certification from the PaLCB. Proof of certification shall be provided to the Township upon request.
8. If Applicant provides amplified sound outside of Building 1, it must be connected to Applicant's speaker system which points and projects the speakers towards the south towards Park Road.
9. A total of 12 equivalent dwelling units ("EDUs"), or 2,735 gallons per day, of sewer capacity is required for the Beer Garden use and other uses existing on the Property. Applicant has previously purchased 3.5 EDUs of sewer capacity from the Township. Applicant shall purchase an additional 8.5 EDUs before the Beer Garden is open for business. After the Beer Garden is in operation for the first spring/summer season, the Township may examine the water usage records for the Beer Garden use and determine if additional sewer capacity must be purchased based on the water usage at the Beer Garden or if the assumption of the sewer capacity needs for the Beer Garden is inaccurate. If the Township wastewater consultant determines that additional sewage capacity is necessary for the Beer Garden, Applicant shall purchase the same within a reasonable period of time agreed to by the Township. Conversely, if the Township wastewater consultant determines that Applicant purchased more capacity than needed to service the Beer Garden, Applicant may utilize the excess capacity for other uses on the Property or may sell the excess capacity to the Township.
10. Applicant shall pay a Traffic Impact Fee for the Beer Garden use. The fee shall be based on PM peak hour trips as determined by a trip study performed by the Applicant's traffic engineer. The time of the trip counts shall be approved by the Township traffic consultant.
11. Prior to opening the Beer Garden and the service of any alcohol, Applicant shall fully construct and continuously maintain all improvements depicted on Exhibits A-4, A-5, A-7 and A-8 as may be modified by the approved final land development plan, including the parking lots, lighting and

landscaping. Without limiting the foregoing, curbs, fencing and/or wheel stops shall be installed around the entirety of the perimeter of the parking lots to prevent vehicles from leaving the parking lot and entering the lawns and fields surrounding the building area and existing and proposed parking lots.

12. A minimum of 128 parking spaces shall be provided on the Property at all times. The uses of the Property shall not be changed if the change of use requires additional parking in accordance with Zoning Ordinance Section 200-73 unless additional parking is provided.
13. At all times that the Beer Garden use is operated on the Property, Applicant shall provide off-site parking spaces by written parking agreements with nearby property owners for the number of parking spaces required for the Beer Garden occupancy from time to time as determined by the Township. Initially, parking agreements for 133 off-site parking spaces shall be in force as represented by the Applicant at the Hearing. Copies of written parking agreements for 133 parking spaces satisfactory to the Township shall be provided to the Township prior to the opening of the Beer Garden and the service of any alcohol. The agreements shall provide for notice to the Township if the agreements are terminated. If there is insufficient parking on the Property and off-site to accommodate all of the uses on the Property, Applicant shall take reasonable measures to reduce occupancy for the uses on the Property.
14. Applicant shall design, permit, construct and continuously maintain pedestrian crosswalks across Park Road to accommodate safe crossing of pedestrians to and from the off-site parking lots. The design and construction of the crosswalks shall be reviewed and approved by the Township traffic consultant.
15. The final layout of the parking lots and circulation, including but not limited to the proposed gate and one-way travel direction, shall be determined during land development review. To the greatest extent feasible, traffic for the Beer Garden shall utilize the Park Road entrance and exit to and from the Property.
16. If requested by the Township, the Applicant shall perform a traffic study after the Beer Garden is in operation for the first spring/summer season. The study shall be completed by a qualified traffic engineer and the scope of the study shall be approved by the Township traffic consultant. To the extent feasible, Applicant shall make improvements as determined necessary by the Township, including modifications to the Park Road and Pottstown Pike entrances to the Property (e.g., turning lanes, widening) and the northbound left-turn lane from Park Road to Pottstown Pike. The implementation of any improvements that require PennDOT approval shall be subject to the Applicant obtaining the necessary approvals and permits.
17. Applicant shall provide and continuously maintain bicycle racks on the Property to accommodate a minimum of 20 bicycles.
18. Portable toilets shall not be utilized on the Property, except for a special event with the prior approval of the Township. Permanent toilet facilities connected to the public sewer system for the maximum occupancy of 498 persons shall be provided and continuously maintained on the Property for as long as the Beer Garden use is conducted on the Property.
19. The food trucks proposed by the Applicant shall be parked adjacent to Building 3 as depicted on Exhibit A-4. A portable generator shall not be used for operation of the food trucks. Applicant shall not permit any of the food trucks to have any signage which has flashing, moving, scrolling or electronic messages. The sale of food from the food truck or any other catering of food shall be limited to customers of the Beer Garden.
20. Applicant shall purchase and maintain commercial general liability insurance in the minimum amount of \$3,000,000, naming the Township as additional insured by endorsement to the policy. Applicant shall provide a copy of the certificate of insurance and endorsement to the Township prior to opening the Beer Garden and the service of any alcohol.
21. The PaLCB licensee shall continuously maintain a policy of liquor liability insurance in the minimum amount of Two Million (\$2,000,000.00) Dollars for so long as Applicant and PaLCB licensee shall offer alcohol on the Property. Applicant shall provide a copy of the certificate of insurance to the Township prior to opening the Beer Garden and the service of any alcohol.
22. While the Beer Garden is in operation, Applicant shall designate drop-off/pick-up spaces for transportation services on the Property and prohibit parking in these spaces other than by transportation service providers such as Uber or Lyft.
23. To the extent not specifically addressed by other conditions of approval, the Applicant shall comply with the comments, requirements and recommendations of Gilmore & Associates, Inc., Township Engineer; McMahon Associates, Inc., Township Traffic Consultant; and ARRO Consulting, Inc., Township Sewer Consultant; all as set forth in Exhibit B-4.
24. The Applicant shall notify the Board by correspondence or electronic mail delivered to Cary Vargo, Township Manager, within 10 days of the Date of Decision set forth hereinbelow, its full and complete

consent to the conditions specified herein above or the Application is denied; the Board expressly finding and concluding that the Application, in the absence of compliance with the said conditions, is inconsistent with or in violation of the standards, criteria, purposes and policies codified in the Zoning Ordinance. In the event the conditions are not accepted in full or an appeal is taken, the Board retains jurisdiction and shall supplement this Decision and Order with Findings of Fact and Conclusions of Law in support of the denial of the Application.

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Mr. Donatelli advised Agenda item III would be next.

Conditional Use Hearing for the Struble Trail.

Kevin McKenna, Esquire, Township Solicitor for this Application, advised that a request had been made to Continue the Hearing to another time. All parties were in agreement. Following brief discussion, the Board of Supervisors granted the request for continuance and the Struble Trail Conditional Use Hearing was continued to a date certain of September 25, 2019.

Returned to ADMINISTRATION

Township Building Security Program.

Cary Vargo advised that the Township's I.T. Consultant, HelpNow, provided a proposal in the amount of \$110,000 to install access control, closed-circuit TV, intercom and security systems in the renovated Township Building. The scope of work was developed, reviewed and revised by the building renovation team. They have reviewed the proposal and recommend its approval. In answer to Supervisors' questions: between this proposal, the building cabling, and the emergency generator, there were cost savings compared to what was included in the Electrical Contract of the building renovation bids; HelpNow is experienced with police-specific programs in several Chester County municipalities; this system doesn't address live-streaming of township meetings. There are several options, which include live streaming, recording then uploading online, etc. Cary Vargo will investigate and provide a report.

Several Board members made comment about the Terms within the Proposal, including the warranty of the equipment. Following brief discussion, Mr. Donatelli moved, seconded by Mrs. D'Amico, to approve the execution of the Agreement conditioned on the Township Solicitor's review, possible revision and approval of all Terms of the Proposal/Contract. The Motion carried unanimously.

Open Session

Brett Boden asked if new technology would be included in the Schoolhouse. Mr. Vargo advised the only renovation in the Schoolhouse is a new HVAC system and installation of a TV screen on the front of the dais. Brief discussion of wireless projection systems followed. These will be researched.

Mr. Boden asked about the impact of parking for the Gunner Properties' beer garden. Mr. Vargo explained that the existing parking lot on the northeast side of the property is proposed for expansion and the grade and existing trees will buffer headlights from the Waynebrook neighborhood.

Mr. Boden asked about the status of the commercial lot on Byers Station Parcel 5C. Mr. Vargo advised the most recent plan proposes @ 30,000 SF of retail/commercial/office and 55 townhouses, which is by right from the original Tentative PRD Plan Approval. The Developer continues to seek commercial anchor tenants.

Adjournment

There being no further business to be brought before the Board, Mr. Donatelli adjourned the Meeting at 6:36 p.m.

Respectfully submitted,

Gwen A. Jonik,
Township Secretary

August 15, 2019
04:28 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 50323 to 50409
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
50323	08/19/19	CARRJ010 JOSEPH CARR	226.97	2058
50324	08/19/19	21ST 21st CENTURY MEDIA PHILLY	1,795.44	2058
50325	08/19/19	ADVANO10 ADVANCED HORTICULTURAL SOLN	6,897.00	2058
50326	08/19/19	AMERIO30 AICPA	407.30	2058
50327	08/19/19	AQUAP010 AQUA PA	1,821.81	2058
50328	08/19/19	ARROC010 ARRO CONSULTING, INC.	311.00	2058
50329	08/19/19	ATTMOBIL AT & T MOBILITY	4,724.41	2058
50330	08/19/19	BARBA010 BARBACANE THORNTON & COMPANY	300.00	2058
50331	08/19/19	BERKH030 H.A. BERKHEIMER, INC.	155.16	2058
50332	08/19/19	BOROPOT BOROUGH OF POTTSTOWN	200.00	2058
50333	08/19/19	BRANDSPC BRANDYWINE VALLEY SPCA	1,639.09	2058
50334	08/19/19	BRANDWIN BRANDYWINE CONSERVANCY	4,012.24	2058
50335	08/19/19	BUCKLO10 BUCKLEY, BRION, MCGUIRE, MORRI	4,650.45	2058
50336	08/19/19	BUKAT010 JILL BUKATA	95.99	2058
50337	08/19/19	CHARLHIG CHARLES A HIGGINS & SONS	2,445.00	2058
50338	08/19/19	CINTA010 CINTAS CORPORATION #287	75.76	2058
50339	08/19/19	COMCA010 COMCAST	747.56	2058
50340	08/19/19	CONWAY01 CONWAY POWER EQUIPMENT, INC.	63.42	2058
50341	08/19/19	CORNEMIT CORNELIUS, MITCHELL	220.89	2058
50342	08/19/19	DAVIDSTI DAVID STINE	184.17	2058
50343	08/19/19	DELA030 DELAWARE VALLEY HEALTH TRUST	57,068.06	2058
50344	08/19/19	DEMAR010 JOHN DEMARCO	93.14	2058
50345	08/19/19	DIGITAL DIGITAL-ALLY	270.00	2058
50346	08/19/19	DZMAUTO DZM AUTOMOTIVE	460.20	2058
50347	08/19/19	EAGLEHYG EAGLE INDUSTRIAL HYGIENE ASSOC	1,855.00	2058
50348	08/19/19	EAGLHARD EAGLE HARDWARE	156.65	2058
50349	08/19/19	ECRAI010 E.CRAIG KALEMJIAN, ESQ.	1,997.50	2058
50350	08/19/19	ESRI ESRI	500.00	2058
50351	08/19/19	FISHE010 FISHER & SON COMPANY, INC.	123.00	2058
50352	08/19/19	FRAME010 FRAME POWER EQUIPMENT	63.78	2058
50353	08/19/19	FUTUR010 FUTURELINE AUTO & MARINE UPHOL	465.00	2058
50354	08/19/19	GATHE010 BRIAN E. GATHERCOLE	387.42	2058
50355	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC	3,655.68	2058
50356	08/19/19	GOVER020 GOVERNMENT FINANCE OFFICERS AS	190.00	2058
50357	08/19/19	HANKINGP THE HANKIN GROUP	8,328.00	2058
50358	08/19/19	HAWEI010 H.A. WEIGAND, INC.	396.80	2058
50359	08/19/19	HDCHESTE H-D OF CHESTER SPRINGS	641.09	2058
50360	08/19/19	HELPNOW HELP-NOW, LLC	3,340.38	2058
50361	08/19/19	HONEYBRO HONEY BROOK OUTDOOR POWER	394.65	2058
50362	08/19/19	JBPETTYC JILL BUKATA	255.45	2058
50363	08/19/19	KEENC010 KEEN COMPRESSED GAS COMPANY	21.19	2058
50364	08/19/19	KEMME010 PAUL E. KEMME	216.28	2058
50365	08/19/19	KIMBALLW KIMBALL MIDWEST	568.98	2058
50366	08/19/19	KUNDUSOU KUNDU SOURAV	137.71	2058
50367	08/19/19	LEVEN010 LEVENGOOD SEPTIC SERVICE	560.00	2058
50368	08/19/19	LINESYST TELESYSTEM	1,808.12	2058
50369	08/19/19	LTLCONSU LTL CONSULTANTS, LTD	352.37	2058
50370	08/19/19	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.	47.13	2058
50371	08/19/19	MARKH010 MARK HAGERTY	55.00	2058
50372	08/19/19	MARSH020 MARSH CREEK SIGNS	935.00	2058
50373	08/19/19	MARTIO40 MARTIN'S TIRE & ALIGNMENT	219.17	2058

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
50374	08/19/19	MCKENNA MCKENNA SNYDER, LLC	8,128.00		2058
50375	08/19/19	MCMAH010 MCMAHON ASSOCIATES, INC.	9,685.00		2058
50376	08/19/19	MONTE010 MONTESANO BROS.	150.00		2058
50377	08/19/19	NAPA0010 NAPA	2,287.42		2058
50378	08/19/19	NEWENT NEW ENTERPRISE STONE & LIME CO	886.30		2058
50379	08/19/19	NEWHO010 NEW HOLLAND AUTO GROUP	1,335.45		2058
50380	08/19/19	PADEPTLI PA DEPT LABOR & INDUSTRY - B	146.15		2058
50381	08/19/19	PARAD010 ROBERT PARADIS	231.30		2058
50382	08/19/19	PECO0010 PECO	1,914.22		2058
50383	08/19/19	ROBLITTL ROBERT E. LITTLE, INC.	196.96		2058
50384	08/19/19	SCOTTPOT SCOTTIES POTTIES	240.00		2058
50385	08/19/19	SERVI010 SERVICE TIRE TRUCK CENTER	1,252.28		2058
50386	08/19/19	STAPLADV STAPLES ADVANTAGE	443.30		2058
50387	08/19/19	STAPLCRP STAPLES CREDIT PLAN	305.34		2058
50388	08/19/19	STRATIX STRATIX SYSTEMS	425.40		2058
50389	08/19/19	STUBB010 STUBBE CONSULTING LLC	120.00		2058
50390	08/19/19	STYER010 STYER PROPANE	12,126.00		2058
50391	08/19/19	SUNOCOPI SUNOCO PIPELINE LP	210.66		2058
50392	08/19/19	TDAMEDEF TD AMERITRADE FBO 915-011842	23,363.00		2058
50393	08/19/19	TDAMEPOL TD AMERITRADE FBO 915-011550	46,962.50		2058
50394	08/19/19	TDAMERDC TD AMERITRADE TRUST CO	1,634.56		2058
50395	08/19/19	TMACC010 TMACC	700.00		2058
50396	08/19/19	TRAISR TRAISR BY MCMAHON	5,498.00		2058
50397	08/19/19	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO	3,575.00		2058
50398	08/19/19	UPPERESC UPPER UWCHLAN TOWNSHIP ESCROW	1,032.83		2058
50399	08/19/19	USMUN020 US MUNICIPAL SUPPLY CO.	446.39		2058
50400	08/19/19	UUTMU010 UUTMA	66.00		2058
50401	08/19/19	VARGO005 VARGO, CARY	83.34		2058
50402	08/19/19	VERIZ010 VERIZON	486.20		2058
50403	08/19/19	VERIZFIO VERIZON	124.99		2058
50404	08/19/19	VERIZOSP VERIZON - SPECIAL PROJECTS	434.28		2058
50405	08/19/19	VILLA010 VILLAGE MEDICAL CENTER	70.00		2058
50406	08/19/19	WGAMERIC WG AMERICA COMPANY	175.14		2058
50407	08/19/19	WIGGISHR WIGGINS SHREDDING	160.00		2058
50408	08/19/19	WILLSCOT WILLIAMS SCOTSMAN	1,840.00		2058
50409	08/19/19	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	82.49		2058

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	87	0	243,354.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	87	0	243,354.91	0.00

August 15, 2019
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Check Id: LHAINES Batch Type: C Batch Date: 08/19/19 Checking Account: GENERAL G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

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
19-01069	08/19/19	08/19/19 CARRJ010 JOSEPH CARR 1 april - july services	226.97	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	44	1
			226.97					
19-01050	08/19/19	08/19/19 21ST 21st CENTURY MEDIA PHILLY 1 upland - mold remediation	340.44	21ST CENTURY MEDIA - PHILLY CL 01-400-000-341 Advertising	Expenditure	Aprv	1	1
19-01050	08/19/19	08/19/19 2 vail - conditional use	355.98	01-408-000-305 Reimbursable CU	Expenditure	Aprv	2	1
19-01050	08/19/19	08/19/19 3 windsor baptist - cu	317.85	01-408-000-305 Reimbursable CU	Expenditure	Aprv	3	1
19-01050	08/19/19	08/19/19 4 rip holdings - cu	317.85	01-408-000-305 Reimbursable CU	Expenditure	Aprv	4	1
19-01050	08/19/19	08/19/19 5 public meeting	153.96	01-400-000-341 Advertising	Expenditure	Aprv	5	1
19-01050	08/19/19	08/19/19 6 struble trail	309.36	01-408-000-305 Reimbursable CU	Expenditure	Aprv	6	1
			1,795.44					
19-01055	08/19/19	08/19/19 ADVAN010 ADVANCED HORTICULTURAL SOLN 1 hp - bio fert turf	2,415.00	P.O. BOX 5074 01-454-002-450 Contracted Services	Expenditure	Aprv	11	1
19-01055	08/19/19	08/19/19 2 hp - misc material	182.00	01-454-002-450 Contracted Services	Expenditure	Aprv	12	1
19-01055	08/19/19	08/19/19 3 ff - bio fert turf	1,715.00	01-454-003-450 Contracted Services	Expenditure	Aprv	13	1
19-01055	08/19/19	08/19/19 4 twp - preemergent/liquid bio	235.00	01-409-003-450 Contracted Services	Expenditure	Aprv	14	1
19-01055	08/19/19	08/19/19 5 larkins - grub control	665.00	01-454-004-450 Contracted Services	Expenditure	Aprv	15	1
19-01055	08/19/19	08/19/19 6 ff - liquid bio	1,685.00	01-454-003-450 Contracted Services	Expenditure	Aprv	16	1
			6,897.00					
19-01057	08/19/19	08/19/19 AMERI030 AICPA 1 jill - dues	285.00	P.O. BOX 37049 01-401-000-420 Dues/Subscriptions/Mem	Expenditure	Aprv	18	1
19-01128	08/19/19	08/19/19 1 jill - book	122.30	01-401-000-200 Supplies	Expenditure	Aprv	192	1
			407.30					
19-01058	08/19/19	08/19/19 AQUAP010 AQUA PA 1 upland	1,546.13	PO BOX 70279 01-454-005-360 Utilities	Expenditure	Aprv	19	1
19-01058	08/19/19	08/19/19 2 pw	61.68	01-409-001-360 Utilities	Expenditure	Aprv	20	1
19-01058	08/19/19	08/19/19 3 hp	188.00	01-454-002-360 Utilities	Expenditure	Aprv	21	1

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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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
19-01058	08/19/19	4 ff	26.00	01-454-003-360 Utilities	Expenditure	Aprv	22	1
			<u>1,821.81</u>					
19-01056	08/19/19	ARROC010 ARRO CONSULTING, INC. 1 project 17000.00 consulting	311.00	108 WEST AIRPORT ROAD 01-408-000-313 Non Reimbursable	Expenditure	Aprv	17	1
			<u>311.00</u>					
19-01136	08/19/19	ATMOBIL AT & T MOBILITY 1 first mo cell + equipment	1,799.35	PO BOX 6463 01-410-000-320 Telephone	Expenditure	Aprv	204	1
19-01146	08/19/19	1 admin	45.21	01-400-000-320 Telephone	Expenditure	Aprv	206	1
19-01146	08/19/19	2 codes	480.21	01-413-000-320 Telephone	Expenditure	Aprv	207	1
19-01146	08/19/19	3 pw - cells	1,023.28	01-438-000-320 Telephone	Expenditure	Aprv	208	1
19-01146	08/19/19	4 pw - ipads	1,379.97	01-438-000-322 Ipad Expense	Expenditure	Aprv	209	1
19-01146	08/19/19	5 sales tax credit	3.61	01-400-000-320 Telephone	Expenditure	Aprv	210	1
			<u>4,724.41</u>					
19-01059	08/19/19	BARBA010 BARBACANE THORNTON & COMPANY 1 tax collector audit	300.00	200 SPRINGER BUILDING 01-402-000-450 Contracted Services	Expenditure	Aprv	23	1
			<u>300.00</u>					
19-01063	08/19/19	BERKH030 H.A. BERKHEIMER, INC. 1 system access/tech support	150.00	ATTN: CORPORATE ACCOUNTING 01-403-000-450 Contracted Services	Expenditure	Aprv	32	1
19-01063	08/19/19	2 paper	2.16	01-403-000-200 Supplies	Expenditure	Aprv	33	1
19-01063	08/19/19	3 postage	3.00	01-403-000-215 Postage	Expenditure	Aprv	34	1
			<u>155.16</u>					
19-01064	08/19/19	BOROPOTT BOROUGH OF POTTSTOWN 1 pd - holding cell fee x2	200.00	ATTN: FINANCE DEPT 01-410-000-450 Contracted Services	Expenditure	Aprv	35	1
			<u>200.00</u>					
19-01062	08/19/19	BRANDSPC BRANDYWINE VALLEY SPCA 1 spca - annual fee	1,639.09	1212 PHOENIXVILLE PIKE 01-422-000-530 Contributions/SPCA	Expenditure	Aprv	31	1
			<u>1,639.09</u>					
19-01065	08/19/19	BRANDWIN BRANDYWINE CONSERVANCY 1 cu - struble trailhead	500.00	01-408-000-305 Reimbursable CU	Expenditure	Aprv	36	1
19-01065	08/19/19	2 cu - 160 park road	254.74	01-408-000-305	Expenditure	Aprv	37	1

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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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
19-01065	08/19/19	3 cu - 125 lcr	505.00	Reimbursable CU 01-408-000-305	Expenditure	Aprv	38	1
19-01065	08/19/19	4 ordinance update - historic	2,596.25	Reimbursable CU 01-414-001-366	Expenditure	Aprv	39	1
19-01065	08/19/19	5 cu for drive thru	156.25	Ordinance Update 01-408-000-305	Expenditure	Aprv	40	1
			<u>4,012.24</u>	Reimbursable CU				
19-01060	08/19/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 twp - general representation	760.00	118 W. MARKET STREET 01-404-000-311	Expenditure	Aprv	24	1
19-01060	08/19/19	2 reimb cu - 160 park road	3,274.45	Non Reimbursable Legal 01-408-000-305	Expenditure	Aprv	25	1
19-01060	08/19/19	3 reimb cu - starbucks	454.45	Reimbursable CU 01-408-000-305	Expenditure	Aprv	26	1
19-01060	08/19/19	4 reimb cu - profound tech	68.00	Reimbursable CU 01-408-000-305	Expenditure	Aprv	27	1
19-01060	08/19/19	5 reimb cu - windsor baptist	93.55	Reimbursable CU 01-408-000-305	Expenditure	Aprv	28	1
			<u>4,650.45</u>	Reimbursable CU				
19-01061	08/19/19	BUKAT010 JILL BUKATA 1 mace - cpe 4 hours	90.00	01-401-000-316	Expenditure	Aprv	29	1
19-01061	08/19/19	2 office candy	5.99	Training & Seminars 01-401-000-200	Expenditure	Aprv	30	1
			<u>95.99</u>	Supplies				
19-01071	08/19/19	CHARLHIG CHARLES A HIGGINS & SONS 1 yearly contract	2,445.00	PO BOX 647 01-434-000-450	Expenditure	Aprv	46	1
			<u>2,445.00</u>	Contracted Services				
19-01068	08/19/19	CINTA010 CINTAS CORPORATION #287 1 twp - mats	75.76	P.O. BOX 630803 01-409-003-450	Expenditure	Aprv	43	1
			<u>75.76</u>	Contracted Services				
19-01072	08/19/19	COMCA010 COMCAST 1 twp - internet & voice	224.07	P.O. BOX 70219 01-409-003-450	Expenditure	Aprv	47	1
19-01072	08/19/19	2 pw - internet	196.85	Contracted Services 01-409-001-450	Expenditure	Aprv	48	1
19-01072	08/19/19	3 upland - internet & voice	326.64	Contracted Services 01-454-005-450	Expenditure	Aprv	49	1
			<u>747.56</u>	Contracted Services				
19-01067	08/19/19	CONWAY01 CONWAY POWER EQUIPMENT, INC. 1 pw - ball bearings	63.42	1614 EAST STRASBURG ROAD 01-438-000-200	Expenditure	Aprv	42	1
			<u>63.42</u>	Supplies				

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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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					
19-01054	08/19/19	CORNEMIT CORNELIUS, MITCHELL 1 real estate tax refund	220.89	124 KAISER DRIVE 01-301-000-013 Real Estate Tax Refunds		Revenue	Aprv	10	1
			<u>220.89</u>						
19-01053	08/19/19	DAVIDSTI DAVID STINE 1 real estate tax refund	184.17	103 CHERYL DRIVE 01-301-000-013 Real Estate Tax Refunds		Revenue	Aprv	9	1
			<u>184.17</u>						
19-01074	08/19/19	DELA030 DELAWARE VALLEY HEALTH TRUST 1 admin	7,181.92	PO Box 95000-5440 01-401-000-156 Employee Benefit Expens		Expenditure	Aprv	51	1
19-01074	08/19/19	2 pd	26,470.63	01-410-000-156 Employee Benefit Expense		Expenditure	Aprv	52	1
19-01074	08/19/19	3 codes	5,965.23	01-413-000-156 Employee Benefit Expens		Expenditure	Aprv	53	1
19-01074	08/19/19	4 pw	11,860.67	01-438-000-156 Employee Benefit Expense		Expenditure	Aprv	54	1
19-01074	08/19/19	5 pw - facilities	5,589.61	01-438-001-156 Employee Benefit Expense		Expenditure	Aprv	55	1
			<u>57,068.06</u>						
19-01073	08/19/19	DEMAR010 JOHN DEMARCO 1 july & august services	93.14	01-410-000-158 Medical Expense Reimbursements		Expenditure	Aprv	50	1
			<u>93.14</u>						
19-01135	08/19/19	DIGITALL DIGITAL-ALLY 1 pd - chest cam	145.00	PO BOX 413183 01-410-000-235 Vehicle Maintenance		Expenditure	Aprv	202	1
19-01135	08/19/19	2 pd - chest cam	125.00	01-410-000-235 Vehicle Maintenance		Expenditure	Aprv	203	1
			<u>270.00</u>						
19-01134	08/19/19	DZMAUTO DZM AUTOMOTIVE 1 pd - hub unit	460.20	541 POTTSTOWN PIKE 01-410-000-235 Vehicle Maintenance		Expenditure	Aprv	201	1
			<u>460.20</u>						
19-01145	08/19/19	EAGLEHYG EAGLE INDUSTRIAL HYGIENE ASSOC 1 upland - asbestos service	1,855.00	359 DRESHER ROAD 01-454-005-250 Repairs & Maint		Expenditure	Aprv	205	1
			<u>1,855.00</u>						
19-01076	08/19/19	EAGLHARD EAGLE HARDWARE 1 pd - hex masonry, bit set	21.98	01-409-004-200 Supplies		Expenditure	Aprv	58	1
19-01076	08/19/19	2 pw bldg - filtrete filter	33.99	01-409-001-250 Maint & Repair		Expenditure	Aprv	59	1
19-01076	08/19/19	3 parks - bleach	9.87	01-454-001-200		Expenditure	Aprv	60	1

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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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
19-01076	08/19/19	4 pw - adapters	1.49	Supplies 01-438-000-200	Expenditure	Aprv	61	1
19-01076	08/19/19	5 pw - key	7.77	Supplies 01-438-000-200	Expenditure	Aprv	62	1
19-01076	08/19/19	6 pd - battery, hardware	11.28	Supplies 01-410-000-250	Expenditure	Aprv	63	1
19-01076	08/19/19	7 hp - hardware	3.96	Maintenance & Repairs 01-454-002-200	Expenditure	Aprv	64	1
19-01076	08/19/19	8 pw - cleaning supplies	9.78	Supplies-Hickory 01-438-000-200	Expenditure	Aprv	65	1
19-01076	08/19/19	9 pd - cleaning supplies	9.77	Supplies 01-410-000-250	Expenditure	Aprv	66	1
19-01076	08/19/19	10 pw - clamps	13.31	Maintenance & Repairs 01-438-000-200	Expenditure	Aprv	67	1
19-01076	08/19/19	11 parks - ties	10.99	Supplies 01-454-001-200	Expenditure	Aprv	68	1
19-01076	08/19/19	12 pw - reel	12.99	Supplies 01-438-000-200	Expenditure	Aprv	69	1
19-01076	08/19/19	13 parks - key	5.18	Supplies 01-454-001-200	Expenditure	Aprv	70	1
19-01076	08/19/19	14 codes - mail tape	4.29	Supplies 01-413-000-200	Expenditure	Aprv	71	1
			156.65					
19-01066	08/19/19	ECRAI010 E.CRAIG KALEMJIAN, ESQ. 1 zhb - rip holdings	1,997.50	535 NORTH CHURCH STREET 01-404-000-311 Non Reimbursable Legal	Expenditure	Aprv	41	1
			1,997.50					
19-01131	08/19/19	ESRI ESRI 1 arcgis license renewal	500.00	PO BOX 741076 01-407-000-450 Contracted Services	Expenditure	Aprv	199	1
			500.00					
19-01078	08/19/19	FISHE010 FISHER & SON COMPANY, INC. 1 parks - herbicide	49.00	110 SUMMIT DRIVE 01-454-001-200	Expenditure	Aprv	73	1
19-01078	08/19/19	2 hwy - accu-pour	74.00	Supplies 01-438-000-245	Expenditure	Aprv	74	1
			123.00	Highway Supplies				
19-01077	08/19/19	FRAME010 FRAME POWER EQUIPMENT 1 parks - string trimmers	63.78	1001 POTTSTOWN PIKE 01-454-001-200	Expenditure	Aprv	72	1
			63.78	Supplies				
19-01079	08/19/19	FUTUR010 FUTURELINE AUTO & MARINE UPHOL 1 pd - repair seat	465.00	301 S. POTTSTOWN PIKE 01-410-000-235	Expenditure	Aprv	75	1
			465.00	Vehicle Maintenance				

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PO #	Enc Date	Item Description		Description					
19-01080	08/19/19	GATHE010 BRIAN E. GATHERCOLE							
	08/19/19	1 may - july services	387.42	01-410-000-158	Expenditure	Aprv	76	1	
			<u>387.42</u>	Medical Expense Reimbursements					
19-01081	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
	08/19/19	1 starbucks	147.50	01-408-000-305	Expenditure	Aprv	77	1	
				Reimbursable CU					
19-01081	08/19/19	2 eaglevew lot 4	200.00	01-408-000-305	Expenditure	Aprv	78	1	
				Reimbursable CU					
19-01081	08/19/19	3 struble trailhead	290.00	01-408-000-305	Expenditure	Aprv	79	1	
				Reimbursable CU					
19-01081	08/19/19	4 160 park road	1,401.25	01-408-000-305	Expenditure	Aprv	80	1	
				Reimbursable CU					
19-01081	08/19/19	5 windsor baptist church	271.25	01-408-000-305	Expenditure	Aprv	81	1	
				Reimbursable CU					
19-01081	08/19/19	6 twp - general services	1,345.68	01-408-000-367	Expenditure	Aprv	82	1	
			<u>3,655.68</u>	General Planning					
19-01129	08/19/19	GOVER020 GOVERNMENT FINANCE OFFICERS AS		203 N. LaSalle St.					
	08/19/19	1 membership dues	190.00	01-401-000-420	Expenditure	Aprv	193	1	
			<u>190.00</u>	Dues/Subscriptions/Mem					
19-01085	08/19/19	HANKINGP THE HANKIN GROUP		707 EAGLEVIEW BOULEVARD					
	08/19/19	1 415 eaglevew lease payment #6	8,328.00	01-409-003-380	Expenditure	Aprv	92	1	
			<u>8,328.00</u>	Rent					
19-01082	08/19/19	HAWEI010 H.A. WEIGAND, INC.		1409 STATE ROAD					
	08/19/19	1 street signs	184.00	01-433-000-200	Expenditure	Aprv	83	1	
				Supplies					
19-01082	08/19/19	2 stop signs	212.80	01-433-000-200	Expenditure	Aprv	84	1	
			<u>396.80</u>	Supplies					
19-01133	08/19/19	HDCHESTE H-D OF CHESTER SPRINGS		12 POTTSTOWN PIKE					
	08/19/19	1 pd - mc repairs	474.56	01-410-000-235	Expenditure	Aprv	200	1	
				Vehicle Maintenance					
19-01149	08/19/19	1 pd - fuel gauge repair	166.53	01-410-000-235	Expenditure	Aprv	213	1	
			<u>641.09</u>	Vehicle Maintenance					
19-01084	08/19/19	HELPNOW HELP-NOW,LLC		15 E UWCHLAN AVE					
	08/19/19	1 pd - cameras installed	500.00	01-410-000-450	Expenditure	Aprv	88	1	
				Contracted Services					
19-01084	08/19/19	2 pd - service tickets	47.50	01-410-000-450	Expenditure	Aprv	89	1	
				Contracted Services					
19-01084	08/19/19	3 twp - service tickets	71.25	01-401-000-450	Expenditure	Aprv	90	1	
				Contracted Services					
19-01084	08/19/19	4 twp - guardian monthly fees	2,721.63	01-407-000-450	Expenditure	Aprv	91	1	

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				Contracted Services				
			3,340.38					
19-01083	08/19/19	HONEYBRO HONEY BROOK OUTDOOR POWER 1 parks - mowing equipment	280.36	4270 HORSESHOE PIKE 01-454-001-250 Maintenance & Repairs	Expenditure	Aprv	85	1
19-01083	08/19/19	2 parks - mowing equipment	44.09	01-454-001-250 Maintenance & Repairs	Expenditure	Aprv	86	1
19-01083	08/19/19	3 parks - mowing equipment	70.20	01-454-001-250 Maintenance & Repairs	Expenditure	Aprv	87	1
			394.65					
19-01130	08/19/19	JBPETTYC JILL BUKATA 1 misc expense	108.02	PETTY CASH 01-400-000-463 Misc expenses	Expenditure	Aprv	194	1
19-01130	08/19/19	2 supplies	44.65	01-401-000-200 Supplies	Expenditure	Aprv	195	1
19-01130	08/19/19	3 postage	14.10	01-401-000-215 Postage	Expenditure	Aprv	196	1
19-01130	08/19/19	4 planning supplies	61.00	01-414-001-200 Supplies	Expenditure	Aprv	197	1
19-01130	08/19/19	5 empc supplies	27.68	01-415-000-200 Supplies	Expenditure	Aprv	198	1
			255.45					
19-01088	08/19/19	KEENC010 KEEN COMPRESSED GAS COMPANY 1 pw - cylinder rentals	21.19	PO BOX 15151 01-438-000-450 Contracted Services	Expenditure	Aprv	94	1
			21.19					
19-01089	08/19/19	KEMME010 PAUL E. KEMME 1 march - july services	216.28	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	95	1
			216.28					
19-01087	08/19/19	KIMBALLW KIMBALL MIDWEST 1 towel, drill set	568.98	DEPT L-2780 01-438-000-260 Small Tools & Equipment	Expenditure	Aprv	93	1
			568.98					
19-01052	08/19/19	KUNDUSOU KUNDU SOURAV 1 real estate tax refund	137.71	227 FLAGSTONE ROAD 01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	8	1
			137.71					
19-01090	08/19/19	LEVEN010 LEVENGOOD SEPTIC SERVICE 1 hp - pumped holding tank	295.00	287 BUCKHEAD LANE 01-454-002-450 Contracted Services	Expenditure	Aprv	96	1
19-01090	08/19/19	2 hp - pumped holding tank	265.00	01-454-002-450 Contracted Services	Expenditure	Aprv	97	1
			560.00					

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PO #	Enc Date	Item Description		Description					
19-01116	08/19/19	08/19/19 LINESYST TELESYSTEM		PO BOX 826590					
	08/19/19	1 pw	256.65	01-409-001-320	Telephone	Expenditure	Aprv	165	1
19-01116	08/19/19	2 twp	278.20	01-409-003-320	Telephone	Expenditure	Aprv	166	1
19-01116	08/19/19	3 milford	338.79	01-409-004-320	Telephone	Expenditure	Aprv	167	1
19-01116	08/19/19	4 pw	247.88	01-409-001-320	Telephone	Expenditure	Aprv	168	1
19-01116	08/19/19	5 twp	356.59	01-409-003-320	Telephone	Expenditure	Aprv	169	1
19-01116	08/19/19	6 milford	330.01	01-409-004-320	Telephone	Expenditure	Aprv	170	1
			<u>1,808.12</u>						
19-01092	08/19/19	08/19/19 LTLCONS LTL CONSULTANTS, LTD		PO BOX 241					
	08/19/19	1 commercial bldg inspector	59.25	01-409-003-450	Contracted Services	Expenditure	Aprv	103	1
19-01092	08/19/19	2 commercial electrical insp	194.06	01-454-005-450	Contracted Services	Expenditure	Aprv	104	1
19-01092	08/19/19	3 commercial bldg inspector	99.06	01-413-000-450	Contra Svs-MAGNET	Expenditure	Aprv	105	1
			<u>352.37</u>						
19-01091	08/19/19	08/19/19 LUDWI060 LUDWIG'S CORNER SUPPLY CO.		1230 POTTSTOWN PIKE					
	08/19/19	1 pw - plug	2.99	01-438-000-200	Supplies	Expenditure	Aprv	98	1
19-01091	08/19/19	2 highway supplies	2.29	01-438-000-245	Highway Supplies	Expenditure	Aprv	99	1
19-01091	08/19/19	3 ff- mop head	9.99	01-454-003-200	Supplies	Expenditure	Aprv	100	1
19-01091	08/19/19	4 pw - hardware	8.87	01-438-000-200	Supplies	Expenditure	Aprv	101	1
19-01091	08/19/19	5 parks - fuel can	22.99	01-454-001-200	Supplies	Expenditure	Aprv	102	1
			<u>47.13</u>						
19-01096	08/19/19	08/19/19 MARKH010 MARK HAGERTY		OFFICIAL COURT REPORTER					
	08/19/19	1 vantage point app	55.00	01-414-001-301	Court Reporter	Expenditure	Aprv	114	1
			<u>55.00</u>						
19-01097	08/19/19	08/19/19 MARSH020 MARSH CREEK SIGNS		P.O. BOX 371					
	08/19/19	1 twp - wifi signs	45.00	01-401-000-200	Supplies	Expenditure	Aprv	115	1
19-01097	08/19/19	2 pd - motorcycle graphics	890.00	01-410-000-235	Vehicle Maintenance	Expenditure	Aprv	116	1
			<u>935.00</u>						
19-01094	08/19/19	08/19/19 MARTI040 MARTIN'S TIRE & ALIGNMENT		179 TWIN COUNTY RD.					
	08/19/19	1 parks - ford f350 tires	219.17	01-454-001-235	Vehicle Maintenance	Expenditure	Aprv	112	1

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			219.17					
19-01147	08/19/19	MCKENNA MCKENNA SNYDER, LLC 1 reimbursable cu-struble trail	8,128.00	350 EAGLEVIEW BLVD 01-408-000-305 Reimbursable CU	Expenditure	Aprv	211	1
			8,128.00					
19-01093	08/19/19	MCMAH010 MCMAHON ASSOCIATES, INC. 1 struble trailhead	1,170.00	425 COMMERCE DRIVE 01-408-000-305 Reimbursable CU	Expenditure	Aprv	106	1
19-01093	08/19/19	2 160 park road	877.50	01-408-000-305 Reimbursable CU	Expenditure	Aprv	107	1
19-01093	08/19/19	3 starbucks	1,257.50	01-408-000-305 Reimbursable CU	Expenditure	Aprv	108	1
19-01093	08/19/19	4 eagleview lot 4 parking exp	405.00	01-408-000-305 Reimbursable CU	Expenditure	Aprv	109	1
19-01093	08/19/19	5 windsor baptist church expans	1,095.00	01-408-000-305 Reimbursable CU	Expenditure	Aprv	110	1
19-01093	08/19/19	6 yr 10 grant app	4,880.00	01-408-000-305 Reimbursable CU	Expenditure	Aprv	111	1
			9,685.00					
19-01095	08/19/19	MONTE010 MONTESANO BROS. 1 empc meeting	150.00	55 SEABOLDT WAY 01-415-000-200 Supplies	Expenditure	Aprv	113	1
			150.00					
19-01100	08/19/19	NAPA0010 NAPA 1 reman/st	219.99	PO BOX 461 01-454-001-235 Vehicle Maintenance	Expenditure	Aprv	120	1
19-01100	08/19/19	2 pw - battery, brakleen, ujoint	379.84	01-438-000-200 Supplies	Expenditure	Aprv	121	1
19-01100	08/19/19	3 hwy - absorbnt	39.96	01-438-000-245 Highway Supplies	Expenditure	Aprv	122	1
19-01100	08/19/19	4 pw - mini lamp	75.50	01-438-000-200 Supplies	Expenditure	Aprv	123	1
19-01100	08/19/19	5 parks - patches	19.54	01-454-001-200 Supplies	Expenditure	Aprv	124	1
19-01100	08/19/19	6 parks - 50-1 mix	737.29	01-454-001-200 Supplies	Expenditure	Aprv	125	1
19-01100	08/19/19	7 pw - fuel & oil mix	795.82	01-438-000-230 Gasoline & Oil	Expenditure	Aprv	126	1
19-01100	08/19/19	8 pw - bit skt	5.99	01-438-000-230 Gasoline & Oil	Expenditure	Aprv	127	1
19-01100	08/19/19	9 pw - bit skt	13.49	01-438-000-230 Gasoline & Oil	Expenditure	Aprv	128	1
			2,287.42					
19-01098	08/19/19	NEWENT NEW ENTERPRISE STONE & LIME CO 1 pw - stone	886.30	PO BOX 645211 01-438-000-200 Supplies	Expenditure	Aprv	117	1
			886.30					

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PO #	Enc Date	Item Description		Description					
19-01099	08/19/19	NEWHO010 NEW HOLLAND AUTO GROUP		508 WEST MAIN STREET					
	08/19/19	1 pw - pad kit, rotors	1,246.42	01-438-000-235	Expenditure	Aprv	118	1	
				Vehicle Maintenance					
19-01099	08/19/19	2 pd - latch	89.03	01-410-000-235	Expenditure	Aprv	119	1	
				Vehicle Maintenance					
			1,335.45						
19-01070	08/19/19	PADEPTLI PA DEPT LABOR & INDUSTRY - B		DEPT LABOR INDUSTRY - BOIS					
	08/19/19	1 twp - boiler cert/inspection	146.15	01-409-003-450	Expenditure	Aprv	45	1	
				Contracted Services					
			146.15						
19-01101	08/19/19	PARAD010 ROBERT PARADIS							
	08/19/19	1 april - july services	130.50	01-410-000-158	Expenditure	Aprv	129	1	
				Medical Expense Reimbursements					
19-01101	08/19/19	2 pd - tp tolls	10.80	01-410-000-317	Expenditure	Aprv	130	1	
				Parking & travel					
19-01101	08/19/19	3 pd - nra membership renew	90.00	01-410-000-316	Expenditure	Aprv	131	1	
				Training/Seminar					
			231.30						
19-01102	08/19/19	PECO0010 PECO		PO BOX 37629					
	08/19/19	1 upland	111.42	01-454-005-360	Expenditure	Aprv	132	1	
				Utilities					
19-01102	08/19/19	2 twp	186.40	01-409-003-360	Expenditure	Aprv	133	1	
				Utilities					
19-01102	08/19/19	3 twp	95.44	01-409-003-360	Expenditure	Aprv	134	1	
				Utilities					
19-01102	08/19/19	4 ff - field	83.65	01-454-003-360	Expenditure	Aprv	135	1	
				Utilities					
19-01102	08/19/19	5 ff	59.91	01-454-003-360	Expenditure	Aprv	136	1	
				Utilities					
19-01102	08/19/19	6 pw	644.07	01-409-001-360	Expenditure	Aprv	137	1	
				Utilities					
19-01102	08/19/19	7 twp	446.16	01-409-003-360	Expenditure	Aprv	138	1	
				Utilities					
19-01102	08/19/19	8 milford	195.85	01-409-004-360	Expenditure	Aprv	139	1	
				Utilities					
19-01102	08/19/19	9 hp	91.32	01-454-002-360	Expenditure	Aprv	140	1	
				Utilities					
			1,914.22						
19-01103	08/19/19	ROBLITTL ROBERT E. LITTLE, INC.		P.O. BOX 51					
	08/19/19	1 pw - spring, plug, module	196.96	01-438-000-200	Expenditure	Aprv	141	1	
				Supplies					
			196.96						
19-01104	08/19/19	SCOTTPOT SCOTTIES POTTIES		33 SUNSET HILL ROAD					
	08/19/19	1 upland - portable toilet	120.00	01-454-005-450	Expenditure	Aprv	142	1	
				Contracted Services					
19-01104	08/19/19	2 upland - portable toilet	120.00	01-454-005-450	Expenditure	Aprv	143	1	

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			240.00	Contracted Services				
19-01106	08/19/19	SERVIO10 SERVICE TIRE TRUCK CENTER 1 pw - tires	1,252.28	225 AVENUE A 01-438-000-200 Supplies	Expenditure	Aprv	145	1
			1,252.28					
19-01108	08/19/19	STAPLADV STAPLES ADVANTAGE 1 staples - credit	90.10	PO BOX 105638 01-401-000-200 Supplies	Expenditure	Aprv	147	1
19-01108	08/19/19	2 twp - office/kitchen supplies	381.72	01-401-000-200 Supplies	Expenditure	Aprv	148	1
19-01108	08/19/19	3 pw - office/kitchen supplies	151.68	01-438-000-200 Supplies	Expenditure	Aprv	149	1
			443.30					
19-01105	08/19/19	STAPLCRP STAPLES CREDIT PLAN 1 pd - office supplies	305.34	PO BOX 78004 01-410-000-200 Supplies	Expenditure	Aprv	144	1
			305.34					
19-01110	08/19/19	STRATIX STRATIX SYSTEMS 1 7/26 -10/25 contract	188.00	1011 N. PARK ROAD 01-401-000-450 Contracted Services	Expenditure	Aprv	154	1
19-01110	08/19/19	2 color copies	237.40	01-401-000-200 Supplies	Expenditure	Aprv	155	1
			425.40					
19-01107	08/19/19	STUBB010 STUBBE CONSULTING LLC 1 160 park road	120.00	1438 SHANER DRIVE 01-408-000-305 Reimbursable CU	Expenditure	Aprv	146	1
			120.00					
19-01109	08/19/19	STYER010 STYER PROPANE 1 hp - prebuy 600 gallons	846.00	P. O. BOX 387 01-454-002-231 Propane	Expenditure	Aprv	150	1
19-01109	08/19/19	2 pw - prebuy 5,520 gallons	7,402.50	01-409-001-231 Propane & heating - PW bldg	Expenditure	Aprv	151	1
19-01109	08/19/19	3 milford - prebuy 750 gallons	1,057.50	01-409-004-231 Propane	Expenditure	Aprv	152	1
19-01109	08/19/19	4 upland - prebuy 2,000 gallons	2,820.00	01-454-005-231 Propane & Heating Oil	Expenditure	Aprv	153	1
			12,126.00					
19-01051	08/19/19	SUNOCOPI SUNOCO PIPELINE LP 1 real estate tax refund	210.66	1818 MARKET STREET 01-301-000-013 Real Estate Tax Refunds	Revenue	Aprv	7	1
			210.66					
19-01112	08/19/19	TDAMEDEF TD AMERITRADE FBO 915-011842 1 admin	8,534.79	7801 MESQUITE BEND DRIVE 01-401-000-160	Expenditure	Aprv	157	1

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19-01112	08/19/19	2 codes	5,867.03	Non-Uniform Pension 01-413-000-160	Expenditure	Aprv	158	1
19-01112	08/19/19	3 pw	7,675.23	Pension 01-438-000-160	Expenditure	Aprv	159	1
19-01112	08/19/19	4 pw - facilities	1,285.95	Pension 01-438-001-160	Expenditure	Aprv	160	1
			<u>23,363.00</u>	Pension Expense - Facilities				
19-01113	08/19/19	1 pd	46,962.50	7801 MESQUITE BEND DRIVE 01-410-000-160	Expenditure	Aprv	161	1
			<u>46,962.50</u>	Pension Expense				
19-01111	08/19/19	1 admin	1,634.56	K6DUPPRUWCH 01-401-000-160	Expenditure	Aprv	156	1
			<u>1,634.56</u>	Non-Uniform Pension				
19-01114	08/19/19	1 annual tmacc renewal	700.00	7 GREAT VALLEY PARKWAY 01-400-000-420	Expenditure	Aprv	162	1
			<u>700.00</u>	Dues/Subscriptions/Mem				
19-01115	08/19/19	1 june services	2,749.00	425 COMMERCE DRIVE 01-407-000-220	Expenditure	Aprv	163	1
19-01115	08/19/19	2 may services	2,749.00	Software 01-407-000-220	Expenditure	Aprv	164	1
			<u>5,498.00</u>	Software				
19-01132	08/19/19	1 q1 & q2 assoc dues	3,575.00	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO 01-218-000-000	Expenditure	Aprv	214	1
			<u>3,575.00</u>	Police Association Dues (PAD)				
19-01075	08/19/19	1 profound tech zhb close	996.18	140 POTTSTOWN PIKE 01-414-003-450	Expenditure	Aprv	56	1
19-01075	08/19/19	2 profound tech cu close	36.65	Contracted Services 01-408-000-305	Expenditure	Aprv	57	1
			<u>1,032.83</u>	Reimbursable CU				
19-01118	08/19/19	1 pw - "slice - blank"	446.39	P.O. BOX 574 01-438-000-200	Expenditure	Aprv	171	1
			<u>446.39</u>	Supplies				
19-01122	08/19/19	1 q2 sewer	66.00	140 POTTSTOWN PIKE 01-409-003-360	Expenditure	Aprv	176	1
			<u>66.00</u>	Utilities				

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19-01121	08/19/19	VARGO005 VARGO, CARY 1 cary's cell	83.34	01-400-000-320 Telephone	Expenditure	Aprv	175	1
			<u>83.34</u>					
19-01120	08/19/19	VERIZ010 VERIZON 1 pw	148.54	PO BOX 28000 01-409-001-320 Telephone	Expenditure	Aprv	173	1
19-01120	08/19/19	2 milford	337.66	01-409-004-320 Telephone	Expenditure	Aprv	174	1
			<u>486.20</u>					
19-01119	08/19/19	VERIZFIO VERIZON 1 ff - internet	124.99	PO BOX 15124 01-454-003-320 Telephone	Expenditure	Aprv	172	1
			<u>124.99</u>					
19-01123	08/19/19	VERIZOSP VERIZON - SPECIAL PROJECTS 1 july - conduit occupancy	217.14	PO BOX 4861 01-434-000-450 Contracted Services	Expenditure	Aprv	177	1
19-01123	08/19/19	2 august - conduit occupancy	217.14	01-434-000-450 Contracted Services	Expenditure	Aprv	178	1
			<u>434.28</u>					
19-01148	08/19/19	VILLA010 VILLAGE MEDICAL CENTER 1 pw - tim connolly	70.00	625 N POTTSTOWN PIKE 01-438-000-450 Contracted Services	Expenditure	Aprv	212	1
			<u>70.00</u>					
19-01126	08/19/19	WGAMERIC WG AMERICA COMPANY 1 twp - water	20.34	PO BOX 448 01-401-000-200 Supplies	Expenditure	Aprv	184	1
19-01126	08/19/19	2 twp - water rental	2.98	01-401-000-200 Supplies	Expenditure	Aprv	185	1
19-01126	08/19/19	3 pw - water/coffee	40.97	01-438-000-200 Supplies	Expenditure	Aprv	186	1
19-01126	08/19/19	4 pw - water/coffee	94.31	01-438-000-200 Supplies	Expenditure	Aprv	187	1
19-01126	08/19/19	5 pd - water	10.17	01-410-000-200 Supplies	Expenditure	Aprv	188	1
19-01126	08/19/19	6 pd - water rental	2.98	01-410-000-200 Supplies	Expenditure	Aprv	189	1
19-01126	08/19/19	7 pd - water	3.39	01-410-000-200 Supplies	Expenditure	Aprv	190	1
			<u>175.14</u>					
19-01125	08/19/19	WIGGISHR WIGGINS SHREDDING 1 pd - shredding bins	65.00	908 OLD FERN HILL ROAD 01-410-000-200 Supplies	Expenditure	Aprv	180	1
19-01125	08/19/19	2 twp - shredding bins	15.00	01-401-000-450 Contracted Services	Expenditure	Aprv	181	1

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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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					
19-01125	08/19/19	3 pd - shredding bins	65.00	01-410-000-200	Expenditure	Aprv	182	1	
				Supplies					
19-01125	08/19/19	4 twp - shredding bins	15.00	01-401-000-450	Expenditure	Aprv	183	1	
				Contracted Services					
			160.00						
	08/19/19	WILLSCOT WILLIAMS SCOTSMAN		PO BOX 91975					
19-01124	08/19/19	1 7/27-8/26/19 mod rental	1,840.00	01-409-005-200	Expenditure	Aprv	179	1	
				Police Relocated - Supplies					
			1,840.00						
	08/19/19	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC		ZEP SALES AND SERVICE					
19-01127	08/19/19	1 pw - towels	82.49	01-409-001-200	Expenditure	Aprv	191	1	
				Township properties - supplies					
			82.49						

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	87	214	243,354.91

There are NO errors or warnings in this listing.

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10:50 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: 756 to 756
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
756	08/07/19	AFLAC010 AFLAC	638.74		2052

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	638.74	0.00

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 870 to 874
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
870	08/23/19	AQUAP010 AQUA PA	6,283.98	2053
871	08/08/19	BANKAMER BANK OF AMERICA	7,561.82	2054
872	08/07/19	STANDINS STANDARD INSURANCE COMPANY	2,826.62	2055
873	08/05/19	WEXBANK WEX BANK	7,305.43	2056
874	08/15/19	LOWES020 LOWES BUSINESS ACCOUNT	108.36	2057

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	24,086.21	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	24,086.21	0.00

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 870 to 874
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
870	08/23/19	AQUAP010 AQUA PA					2053
19-01045	1	217 hydrants	5,611.62	01-411-000-451	Expenditure		1 1
				Hydrant expenses-Aqua			
19-01045	2	26 hydrants	672.36	01-411-000-451	Expenditure		2 1
				Hydrant expenses-Aqua			
			6,283.98				
871	08/08/19	BANKAMER BANK OF AMERICA					2054
19-01046	1	credit - amazon	172.46	01-410-000-200	Expenditure		1 1
				Supplies			
19-01046	2	pd - visco	200.00	01-410-000-340	Expenditure		2 1
				Public Relations			
19-01046	3	pd - haven delicatessen	239.00	01-410-000-340	Expenditure		3 1
				Public Relations			
19-01046	4	pd - montesano bros	984.00	01-410-000-340	Expenditure		4 1
				Public Relations			
19-01046	5	pd - 800 flowers	90.07	01-410-000-340	Expenditure		5 1
				Public Relations			
19-01046	6	pd - maria's luncheonette	50.70	01-410-000-316	Expenditure		6 1
				Training/Seminar			
19-01046	7	pd - ac convention parking	15.00	01-410-000-316	Expenditure		7 1
				Training/Seminar			
19-01046	8	pd - tiger medical	296.68	01-410-000-260	Expenditure		8 1
				Small Tools & Equipment			
19-01046	9	pd - amazon prime	13.77	01-410-000-420	Expenditure		9 1
				Dues/Subscription/Memb			
19-01046	10	pd - amazon	29.57	01-410-000-260	Expenditure		10 1
				Small Tools & Equipment			
19-01046	11	pd - amazon	77.75	01-410-000-250	Expenditure		11 1
				Maintenance & Repairs			
19-01046	12	parks - amazon	119.99	01-454-001-200	Expenditure		12 1
				Supplies			
19-01046	13	twp - amazon	89.08	01-407-000-200	Expenditure		13 1
				Supplies			
19-01046	14	twp - amazon	112.26	01-401-000-200	Expenditure		14 1
				Supplies			
19-01046	15	twp - amazon	134.99	01-401-000-200	Expenditure		15 1
				Supplies			
19-01046	16	twp - icma	720.00	01-401-000-316	Expenditure		16 1
				Training & Seminars			
19-01046	17	twp - southwest	180.96	01-401-000-317	Expenditure		17 1
				Parking/Travel			
19-01046	18	twp - thycotic	1,908.00	01-407-000-450	Expenditure		18 1
				Contracted Services			
19-01046	19	twp - bus mgmt daily	99.00	01-401-000-316	Expenditure		19 1
				Training & Seminars			
19-01046	20	block party - acme	10.98	01-454-001-202	Expenditure		20 1
				Community Day			
19-01046	21	codes - staples	29.99	01-413-000-200	Expenditure		21 1
				Supplies			

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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Accu
PO #	Item	Description							
871		BANK OF AMERICA							
19-01046	22	codes - staples	51.93	01-413-000-200	Expenditure		22	1	
				Supplies					
19-01046	23	pw - tractor supply	179.93	01-438-000-245	Expenditure		23	1	
				Highway Supplies					
19-01046	24	pw - arborchem	777.60	01-438-000-245	Expenditure		24	1	
				Highway Supplies					
19-01046	25	block party - visco	143.71	01-454-001-202	Expenditure		25	1	
				Community Day					
19-01046	26	twp - troegs	34.34	01-401-000-316	Expenditure		26	1	
				Training & Seminars					
19-01046	27	twp - icma	1,110.00	01-401-000-316	Expenditure		27	1	
				Training & Seminars					
19-01046	28	twp - survey monkey	34.98	01-401-000-420	Expenditure		28	1	
				Dues/Subscriptions/Mem					
			7,561.82						
872	08/07/19	STANDINS STANDARD INSURANCE COMPANY							2055
19-01047	1	admin	505.51	01-401-000-156	Expenditure		1	1	
				Employee Benefit Expens					
19-01047	2	pd	1,411.29	01-410-000-156	Expenditure		2	1	
				Employee Benefit Expense					
19-01047	3	codes	257.83	01-413-000-156	Expenditure		3	1	
				Employee Benefit Expens					
19-01047	4	pw	450.39	01-438-000-156	Expenditure		4	1	
				Employee Benefit Expense					
19-01047	5	pw - facilities	201.60	01-438-001-156	Expenditure		5	1	
				Employee Benefit Expense					
			2,826.62						
873	08/05/19	WEXBANK WEX BANK							2056
19-01048	1	admin	283.39	01-401-000-230	Expenditure		1	1	
				Gasoline & Oil					
19-01048	2	pd	3,031.79	01-410-000-230	Expenditure		2	1	
				Gasoline & Oil					
19-01048	3	pw	1,644.99	01-438-000-230	Expenditure		3	1	
				Gasoline & Oil					
19-01048	4	pw - facilities	2,090.52	01-438-001-230	Expenditure		4	1	
				Gasoline & Oil - Facilities					
19-01048	5	codes	254.74	01-413-000-200	Expenditure		5	1	
				Supplies					
			7,305.43						
874	08/15/19	LOWES020 LOWES BUSINESS ACCOUNT							2057
19-01049	1	lowe's - pw	108.36	01-438-000-200	Expenditure		1	1	
				Supplies					

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Upper Uwchlan Township
Check Register By Check Id

Page No: 3

Check # Check Date Vendor				Reconciled/Void Ref Num			
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref Seq Acct
874 LOWES BUSINESS ACCOUNT			Continued				
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:		5	0	24,086.21	0.00	
	Direct Deposit:		<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
	Total:		<u>5</u>	<u>0</u>	<u>24,086.21</u>	<u>0.00</u>	

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL
Report Type: All Checks

to CAPITAL

Range of Check Ids: 1723 to 1739

Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
1723	08/19/19	ACCELFIR ACCELERATED FIRE PROTECTION	13,500.00	2063
1724	08/19/19	ALLANMY ALLAN MYERS	560,290.47	2063
1725	08/19/19	ARCHE010 ARCHER & BUCHANAN ARCHITECTURE	6,568.30	2063
1726	08/19/19	BAVERGOR GORDON H. BAVER, INC.	214,161.15	2063
1727	08/19/19	BOYLECO BOYLE CONSTRUCTION	24,320.00	2063
1728	08/19/19	CLIPPER CLIPPER PIPE & SERVICE, INC	35,910.00	2063
1729	08/19/19	COMMO015 COMMONWEALTH OF PENNSYLVANIA	271.84	2063
1730	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC	3,228.45	2063
1731	08/19/19	GLASG010 GLASGOW, INC.	1,703.17	2063
1732	08/19/19	GMMECHAN GM MECHANICAL, INC	22,455.00	2063
1733	08/19/19	HAMMEL HAMMEL ASSOCIATES ARCHITECTS	13,239.04	2063
1734	08/19/19	MCMAH010 MCMAHON ASSOCIATES, INC.	10,119.60	2063
1735	08/19/19	PROMAX PRO MAX FENCE SYSTEMS	6,695.00	2063
1736	08/19/19	TRAFFPLA TRAFFIC PLANNING & DESIGN	8,367.47	2063
1737	08/19/19	VERNOMAY VERNON MAY LANDSCAPING, INC	3,800.00	2063
1738	08/19/19	WESCOTT WESCOTT ELECTRIC COMPANY	20,005.20	2063
1739	08/19/19	TRAFFPLA TRAFFIC PLANNING & DESIGN	22,336.40	2064

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	17	0	966,971.09	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	17	0	966,971.09	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: 1723 to 1739
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description						Ref Seq	Acct
1723	08/19/19	ACCELFIR ACCELERATED FIRE PROTECTION						2063	
19-01180	1	pymt #1 - twp bldg expansion	13,500.00	30-409-002-610	Expenditure			13	1
				Township Building Expansion	2018-2020				
1724	08/19/19	ALLANMY ALLAN MYERS						2063	
19-01173	1	park road trail-payment 3 & 4	560,290.47	30-455-000-651	Expenditure			5	1
				Phase IV - Park Road Trail					
1725	08/19/19	ARCHE010 ARCHER & BUCHANAN ARCHITECTURE						2063	
19-01172	1	june architect services	6,568.30	30-454-004-600	Expenditure			4	1
				Capital Construction - Upland					
1726	08/19/19	BAVERGOR GORDON H. BAVER, INC.						2063	
19-01183	1	payment #2 - twp bldg	79,817.35	30-409-002-610	Expenditure			17	1
				Township Building Expansion	2018-2020				
19-01183	2	payment #3 - twp bldg	134,343.80	30-409-002-610	Expenditure			18	1
				Township Building Expansion	2018-2020				
			214,161.15						
1727	08/19/19	BOYLECO BOYLE CONSTRUCTION						2063	
19-01179	1	july construction services	24,320.00	30-409-002-610	Expenditure			21	
				Township Building Expansion	2018-2020				
1728	08/19/19	CLIPPER CLIPPER PIPE & SERVICE, INC						2063	
19-01181	1	payment 1 - twp bldg exp	23,400.00	30-409-002-610	Expenditure			14	1
				Township Building Expansion	2018-2020				
19-01181	2	payment 2 - twp bldg exp	12,510.00	30-409-002-610	Expenditure			15	1
				Township Building Expansion	2018-2020				
			35,910.00						
1729	08/19/19	COMMO015 COMMONWEALTH OF PENNSYLVANIA						2063	
19-01177	1	grant reimbursement	271.84	30-410-000-700	Expenditure			10	1
				Capital Purchases - Police					
1730	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC						2063	
19-01170	1	Upland Farms	544.25	30-454-004-600	Expenditure			1	1
				Capital Construction - Upland					
19-01170	2	Twp expansion project	2,684.20	30-409-002-610	Expenditure			2	1
				Township Building Expansion	2018-2020				
			3,228.45						
1731	08/19/19	GLASG010 GLASGOW, INC.						2063	
19-01178	1	pw barn material	1,703.17	30-409-003-600	Expenditure			11	1
				Capital Construction - PW Building					
1732	08/19/19	GMMECHAN GM MECHANICAL, INC						2063	
19-01182	1	payment #2 - twp bldg	22,455.00	30-409-002-610	Expenditure			16	1
				Township Building Expansion	2018-2020				

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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
1733	08/19/19	HAMMEL HAMMEL ASSOCIATES ARCHITECTS					2063
19-01176	1	june architect services	13,239.04	30-409-002-610	Expenditure		9 1
				Township Building Expansion	2018-2020		
1734	08/19/19	MCMAH010 MCMAHON ASSOCIATES, INC.					2063
19-01174	1	4/27-5/31 park road trail	6,635.16	30-455-000-651	Expenditure		6 1
				Phase IV - Park Road Trail			
19-01174	2	6/1-6/28 park road trail	3,484.44	30-455-000-651	Expenditure		7 1
				Phase IV - Park Road Trail			
			10,119.60				
1735	08/19/19	PROMAX PRO MAX FENCE SYSTEMS					2063
19-01171	1	hp - pvc fence & bollards	6,695.00	30-454-001-600	Expenditure		3 1
				Capital Construction - Hickory			
1736	08/19/19	TRAFFPLA TRAFFIC PLANNING & DESIGN					2063
19-01185	1	INVOICE #1	8,367.47	30-455-000-651	Expenditure		20 1
				Phase IV - Park Road Trail			
1737	08/19/19	VERNOMAY VERNON MAY LANDSCAPING, INC					2063
19-01175	1	tree work/chipper services	3,800.00	30-409-002-610	Expenditure		8 1
				Township Building Expansion	2018-2020		
1738	08/19/19	WESCOTT WESCOTT ELECTRIC COMPANY					2063
19-01184	1	payment #2 - twp bldg	20,005.20	30-409-002-610	Expenditure		19 1
				Township Building Expansion	2018-2020		
1739	08/19/19	TRAFFPLA TRAFFIC PLANNING & DESIGN					2064
19-01186	1	park road trail - #2	22,336.40	30-455-000-651	Expenditure		1 1
				Phase IV - Park Road Trail			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	17	0	966,971.09	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	17	0	966,971.09	0.00

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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: 10358 to 10365
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
10358	07/15/19	INDEPGRA INDEPENDENT GRAPHICS	841.27	07/31/19	2046
10359	08/19/19	AJBLO010 A.J. BLOSENSKI	15,830.04		2059
10360	08/19/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	657.81		2059
10361	08/19/19	CCSWA010 CCSWA	21,670.90		2059
10362	08/19/19	INDEPGRA INDEPENDENT GRAPHICS	1,419.00		2059
10363	08/19/19	ROBINER ROBINDER, PAL	243.60		2059
10364	08/19/19	SMALE010 SMALE'S PRINTERY	415.00		2059
10365	08/19/19	TOTALREC TOTAL RECYCLE	3,423.54		2059

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	8	0	44,501.16	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	44,501.16	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 08/19/19 Checking Account: SOLID WASTE 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					
19-01150	08/19/19	08/19/19 AJBL0010 A.J. BLOSENSKI		P.O. BOX 392					
	08/19/19	1 august recycling/special pu	15,830.04	05-427-000-450	Expenditure	Aprv	1	1	
			15,830.04	Contracted Services					
19-01153	08/19/19	08/19/19 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI		118 W. MARKET STREET					
	08/19/19	1 trash collections	657.81	05-427-000-314	Expenditure	Aprv	7	1	
			657.81	Legal Fees					
19-01152	08/19/19	08/19/19 CCSWA010 CCSWA		P. O. BOX 476					
	08/19/19	1 7/8-7/15/19	6,911.80	05-427-000-700	Expenditure	Aprv	3	1	
				Tipping Fees					
19-01152	08/19/19	2 7/16-7/17/19	4,434.30	05-427-000-700	Expenditure	Aprv	4	1	
				Tipping Fees					
19-01152	08/19/19	3 7/23-7/30/19	6,397.46	05-427-000-700	Expenditure	Aprv	5	1	
				Tipping Fees					
19-01152	08/19/19	4 8/1-8/7/19	3,927.34	05-427-000-700	Expenditure	Aprv	6	1	
			21,670.90	Tipping Fees					
19-01151	08/19/19	08/19/19 INDEPGRA INDEPENDENT GRAPHICS		PO BOX 703					
	08/19/19	1 new hauler info for residents	1,419.00	05-427-000-210	Expenditure	Aprv	2	1	
			1,419.00	SW Print & Mail Costs					
19-01156	08/19/19	08/19/19 ROBINER ROBINDER, PAL		309 PRESCOTT DRIVE					
	08/19/19	1 refund - resident overpayment	243.60	05-427-000-200	Expenditure	Aprv	10	1	
			243.60	Supplies					
19-01154	08/19/19	08/19/19 SMALE010 SMALE'S PRINTERY		785 NORTH CHARLOTTE STREET					
	08/19/19	1 2100 non-collection stickers	415.00	05-427-000-200	Expenditure	Aprv	8	1	
			415.00	Supplies					
19-01155	08/19/19	08/19/19 TOTALREC TOTAL RECYCLE		PO BOX 7250					
	08/19/19	1 july recycling tipping fees	3,423.54	05-427-000-725	Expenditure	Aprv	9	1	
			3,423.54	Tipping Fees - Recycling					

checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	7	10	43,659.89

There are NO errors or warnings in this listing.

August 15, 2019
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

Funds by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Solid Waste Fund	9-05	43,659.89	0.00	0.00	43,659.89
Total of All Funds:		<u>43,659.89</u>	<u>0.00</u>	<u>0.00</u>	<u>43,659.89</u>

August 15, 2019
05:36 PM

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: 1230 to 1241
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
1230	08/16/19	LOWES020 LOWES BUSINESS ACCOUNT	140.87	2060
1231	08/19/19	BEARBELT BEARINGS, BELTS & CHAIN, INC	74.80	2061
1232	08/19/19	EAGLHARD EAGLE HARDWARE	101.06	2061
1233	08/19/19	FRAME010 FRAME POWER EQUIPMENT	11.90	2061
1234	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC	1,178.75	2061
1235	08/19/19	GLASG010 GLASGOW, INC.	136.05	2061
1236	08/19/19	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	134.96	2061
1237	08/19/19	MAINL010 MAIN LINE CONCRETE & SUPPLY IN	465.00	2061
1238	08/19/19	NEWENT NEW ENTERPRISE STONE & LIME CO	767.08	2061
1239	08/19/19	ROBLITTL ROBERT E. LITTLE, INC.	839.96	2061
1240	08/19/19	TERREHIL TERRE HILL CONCRETE PRODUCTS	2,763.25	2061
1241	08/19/19	USMUN020 US MUNICIPAL SUPPLY CO.	417.70	2061

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	12	0	7,031.38	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	12	0	7,031.38	0.00

August 15, 2019
05:36 PM

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: 1230 to 1241
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
1230	08/16/19	LOWES020 LOWES BUSINESS ACCOUNT					2060
19-01157	1	stormwater supplies	58.79	08-446-000-200 Supplies	Expenditure		1 1
19-01157	2	stormwater supplies	82.08	08-446-000-200 Supplies	Expenditure		2 1
			140.87				
1231	08/19/19	BEARBELT BEARINGS, BELTS & CHAIN, INC					2061
19-01159	1	cab/fil	22.57	08-446-000-200 Supplies	Expenditure		3 1
19-01160	1	tapered roller bearing	52.23	08-446-000-200 Supplies	Expenditure		4 1
			74.80				
1232	08/19/19	EAGLHARD EAGLE HARDWARE					2061
19-01166	1	c-clamp, hardware	21.15	08-446-000-200 Supplies	Expenditure		10 1
19-01166	2	crack foam	7.99	08-446-000-200 Supplies	Expenditure		11 1
19-01166	3	mortar mix	17.98	08-446-000-200 Supplies	Expenditure		12 1
19-01166	4	mortar mix	53.94	08-446-000-200 Supplies	Expenditure		13 1
			101.06				
1233	08/19/19	FRAME010 FRAME POWER EQUIPMENT					2061
19-01165	1	spark plug	11.90	08-446-000-200 Supplies	Expenditure		9 1
1234	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC					2061
19-01164	1	ms4 permit	1,178.75	08-420-000-035 Permits	Expenditure		8 1
1235	08/19/19	GLASG010 GLASGOW, INC.					2061
19-01168	1	material	136.05	08-446-000-200 Supplies	Expenditure		15 1
1236	08/19/19	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.					2061
19-01158	1	c-clamp	119.97	08-446-000-200 Supplies	Expenditure		1 1
19-01158	2	galvinzed plug	14.99	08-446-000-200 Supplies	Expenditure		2 1
			134.96				
1237	08/19/19	MAINLO10 MAIN LINE CONCRETE & SUPPLY IN					2061
19-01161	1	concrete fill/delivery	465.00	08-446-000-200 Supplies	Expenditure		5

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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description						Ref Seq	Acct
1238	08/19/19	NEWENT	NEW ENTERPRISE STONE & LIME CO					2061	
19-01163	1	stone		767.08	08-446-000-200	Expenditure		7	1
					Supplies				
1239	08/19/19	ROBLITTL	ROBERT E. LITTLE, INC.					2061	
19-01167	1	cutquik cutoff machine		839.96	08-446-000-250	Expenditure		14	1
					Maintenance & repair				
1240	08/19/19	TERREHIL	TERRE HILL CONCRETE PRODUCTS					2061	
19-01169	1	grate, inlet top		2,763.25	08-446-000-200	Expenditure		16	1
					Supplies				
1241	08/19/19	USMUN020	US MUNICIPAL SUPPLY CO.					2061	
19-01162	1	adaptor, valve		417.70	08-446-000-200	Expenditure		6	1
					Supplies				

Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	12	0	7,031.38	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	12	0	7,031.38	0.00

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 438 to 445
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
438	08/19/19	21ST 21st CENTURY MEDIA PHILLY	428.50		2062
439	08/19/19	ARROC010 ARRO CONSULTING, INC.	1,744.50		2062
440	08/19/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,021.25		2062
441	08/19/19	CHRISFRA FRANTZ, CHRISTOPHER	84.00		2062
442	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC	10,267.50		2062
443	08/19/19	MARKH010 MARK HAGERTY	580.00		2062
444	08/19/19	MCMAH010 MCMAHON ASSOCIATES, INC.	870.00		2062
445	08/19/19	STUBB010 STUBBE CONSULTING LLC	240.00		2062

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	8	0	15,235.75	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	15,235.75	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: SANDY Batch Type: C Batch Date: 08/19/19 Checking Account: DEV ESCROW G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

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
19-01144	08/19/19	21ST 21st CENTURY MEDIA PHILLY 1 Vantage	428.50	21ST CENTURY MEDIA - PHILLY CL 248-017	Project	Aprv	19	1
			428.50	Vantage Point at Chester Spr				
19-01141	08/19/19	ARROC010 ARRO CONSULTING, INC. 1 Vantage	691.25	108 WEST AIRPORT ROAD 248-017	Project	Aprv	15	1
19-01141	08/19/19	2 Villages	1,053.25	248-019	Project	Aprv	16	1
			1,744.50	The Village at Byers Station				
19-01143	08/19/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 vantage	1,021.25	118 W. MARKET STREET 248-017	Project	Aprv	18	1
			1,021.25	Vantage Point at Chester Spr				
19-01139	08/19/19	CHRISFRA FRANTZ, CHRISTOPHER 1 Frame	84.00	PO BOX 557 248-001	Project	Aprv	10	1
			84.00	RAC/Frame Tract				
19-01137	08/19/19	GILMO020 GILMORE & ASSOCIATES, INC 1 Frame	591.27	65 E. BULTER AVENUE, SUITE 100 248-001	Project	Aprv	1	1
19-01137	08/19/19	2 Marsh Lea	788.36	248-012	Project	Aprv	2	1
19-01137	08/19/19	3 McKee	32.50	248-015	Project	Aprv	3	1
19-01137	08/19/19	4 Vantage	1,921.88	248-017	Project	Aprv	4	1
19-01137	08/19/19	5 Villages	1,190.86	248-019	Project	Aprv	5	1
19-01137	08/19/19	6 Townes	1,004.20	248-021	Project	Aprv	6	1
19-01137	08/19/19	7 Jankowski	1,917.18	248-024	Project	Aprv	7	1
19-01137	08/19/19	8 5C Commercial	2,821.25	248-028	Project	Aprv	8	1
			10,267.50	Commercial 5C				
19-01142	08/19/19	MARKH010 MARK HAGERTY 1 Vantage	580.00	OFFICIAL COURT REPORTER 248-017	Project	Aprv	17	1
			580.00	Vantage Point at Chester Spr				
19-01138	08/19/19	MCPMAH010 MCPMAHON ASSOCIATES, INC. 1 Vantage	870.00	425 COMMERCE DRIVE 248-017	Project	Aprv	9	1
				Vantage Point at Chester Spr				

August 16, 2019
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

ck 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					
				870.00						
	08/19/19	STUBB010	STUBBE CONSULTING LLC		1438 SHANER DRIVE					
19-01140	08/19/19	1	Villages	60.00	248-019	Project	Aprv	11	1	
					The Village at Byers Station					
19-01140	08/19/19	2	Vantage	60.00	248-017	Project	Aprv	12	1	
					Vantage Point at Chester Spr					
19-01140	08/19/19	3	Vantage	60.00	248-017	Project	Aprv	13	1	
					Vantage Point at Chester Spr					
19-01140	08/19/19	4	Jankowski	60.00	248-024	Project	Aprv	14	1	
					Black Horse ELU					
				240.00						

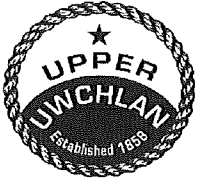
	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	8	19	15,235.75

There are NO errors or warnings in this listing.

Project Description	Project No.	Project Total
RAC/Frame Tract	248-001	675.27
Marsh Lea	248-012	788.36
Fetters Tract	248-015	32.50
Vantage Point at Chester Spr	248-017	5,632.88
The Village at Byers Station	248-019	2,304.11
Townes at Chester Springs(GUN)	248-021	1,004.20
Black Horse ELU	248-024	1,977.18
Commercial 5C	248-028	2,821.25
Total of All Projects:		<u>15,235.75</u>

G/L Posting Summary

Account	Description	Debits	Credits
40-100-000-100	Cash - Fulton Bank	0.00	15,235.75
40-248-000-001	Due to Developers - Toll Bros.	675.27	0.00
40-248-000-012	Due to Developers - Marsh Lea	788.36	0.00
40-248-000-015	Due to Developer - McKee Fetters	32.50	0.00
40-248-000-017	Due to Developer - Vantage Pt Retirement	5,632.88	0.00
40-248-000-019	Due to Developer - Village at Byers	2,304.11	0.00
40-248-000-021	Due to Developers-Townes at Chester Sprg	1,004.20	0.00
40-248-000-024	Due to Developer - Jankowski	1,977.18	0.00
40-248-000-028	Commercial 5C	<u>2,821.25</u>	<u>0.00</u>
	Grand Total:	15,235.75	15,235.75



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: August 14, 2019

Finance has worked on the following items during the month

- Received and processed 934 sewer payments and 97 trash payments (7/13/19 – 8/14/19)
- Worked with RBC Capital to prepare for the issuance of the General Obligation Bonds, Series of 2019A which refunds the 2014 Bonds

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 July, 2019 financial statements

- The balance sheet remains strong with cash of **\$13.66 million** - of that amount nearly **\$8 million** is not available for the routine operations of the Township as it is reserved for specific purposes, ie. Liquid Fuels and Act 209 for highways, Turf Field for replacement of the Turf Field, Capital Projects for the township building expansion and other projects.
- Year to date revenues (combined) are **\$5,212,243 or 67.2%** of the annual budget. Combined expenses are **\$3,665,818 or 51.2%** of the budget. The combined year to date net income - (General Fund and Solid Waste Fund) is **\$1,546,425**.
- Earned income tax revenue year-to-date is \$2,324,422 or 63.1% of the budget. Through August 15, we are \$113,000 ahead of where we were at the end of August last year. (there are 3 more payments that will be received for the month of August, 2019)

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of July 31, 2019

48

General Fund

Meridian Bank	\$ 4,507,291
Meridian Bank - Payroll	72,345
Fulton Bank	76,233
Fulton Bank - Turf Field	398,174
Petty cash	300
Total General Fund	5,054,343

Certificate of Deposit - 10/2/19 266,891

Total General Fund \$ 5,321,233

Solid Waste Fund

Meridian Bank - Solid Waste	378,321
Fulton Bank - Solid Waste	325,609
Total Solid Waste Funds	703,930

Total Solid Waste Fund 703,930

Liquid Fuels Fund

Fulton Bank	829,075
	829,075

Total Liquid Fuels Fund 829,075

Capital Projects Fund

Fulton Bank	387,040
PSDLAF	89,616
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	5,598,692
	6,075,347

Total Capital Projects Fund 6,075,347

Act 209 Impact Fund

Fulton Bank	540,776
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Total Act 209 Impact Fund 540,776

Water Resource Protection Fund

Fulton Bank	87,698
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Total Water Resource Protection Fund 87,698

Sewer Fund

PSDLAF	84
Fulton Bank	105,988
	106,071

Total Sewer Fund 106,071

Total - Upper Uwchlan Township	\$ 13,664,131
Municipal Authority	\$ 6,405,397
Developer's Escrow Fund	\$ 38,490

Upper Uwchlan Township
Schedule of Investments

As of July 31, 2019

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<u>General Fund</u>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	10/2/2019	1.980%	250,000.00
		15,280.49	Interest accrued			15,280.49
	Accrued interest - YTD	1,610.14				1,610.14
		<u>266,890.63</u>				<u>266,890.63</u>
<u>Sewer Fund - General Obligation Bonds (2014 Bonds)</u>						
Sewer Fund	PSDLAF	2,812,792.62	Collateralized CD Pool		0.100%	2,812,792.62
	Redemptions	(2,812,792.62)				(2,812,792.62)
	PSDLAF	83.57	MAX account (MMF)			83.57
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.57</u>				<u>83.57</u>
<u>Capital Fund</u>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,450,000.00)				(1,450,000.00)
	MAX account (MMF)	39,615.62	MAX account (MMF)	-	0.02%	39,615.62
		<u>89,615.62</u>				<u>89,615.62</u>
	Fulton Bank - 2019					
	Bond Proceeds	5,598,691.66				5,598,691.66
	<u>Total Capital Fund</u>	<u>5,688,307.28</u>				<u>5,688,307.28</u>

Upper Uwchlan Township
Accounts Receivable
As of July 31, 2019

50

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

	Total Amount Due 7/31/2019	Total Amount Due 6/30/2019	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Aurora Custom Builders	1,076.91	1,076.91	-	-	1,076.91	-	-	1,076.91
Joseph Basta	-	-	-	-	-	-	-	-
Byers Station	-	-	-	-	-	-	-	-
Car Sense	-	-	-	-	-	-	-	-
Cutler Group	11,284.52	11,284.52	-	-	-	11,284.52	-	11,284.52
David Dugan	-	-	-	-	-	-	-	-
Eagle Retail Assoc.	-	195.00	-	-	-	-	-	-
Fish Eye	475.00	475.00	-	-	475.00	-	-	475.00
Hankin	-	-	-	-	-	-	-	-
Inman	848.74	848.74	-	-	-	-	848.74	848.74
KHOV	3,683.61	3,678.86	-	-	-	-	3,683.61	3,683.61
Pa. Turnpike	-	-	-	-	-	-	-	-
Pamela MacIntyre	-	-	-	-	-	-	-	-
Montchanin Development	-	-	-	-	-	-	-	-
Montesano	7,157.94	7,157.94	-	-	-	7,157.94	-	7,157.94
Moser Builders	167.50	167.50	-	-	-	-	167.50	167.50
Orleans/Lennar	11,967.57	4,603.60	7,363.97	-	-	-	4,603.60	11,967.57
Struble	34.37	34.37	-	-	-	-	34.37	34.37
Toll Brothers	12,217.62	9,028.87	3,188.75	2,458.00	-	6,570.87	-	12,217.62
Chris Vail	-	204.20	-	-	-	-	-	-
Balance at July 31, 2019	\$ 48,913.78	\$ 38,755.51	\$ 10,552.72	\$ 2,458.00	\$ 1,551.91	\$ 25,013.33	\$ 9,337.82	\$ 48,913.78

Upper Uwchlan Township
Accounts Receivable
As of July 31, 2019

Turf and Field Fees Receivable - Account 01-145-000-080 and 085

	Total Amount 7/31/2019	Total Amount 6/30/2019	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Craig Reed	-	-						-
Camp Hill Special School Soccer	-	-						-
CSU Soccer	-	-						-
Daniel Beecham	-	-						-
Downingtown Rugby	120.00	-	120.00					120.00
East Soccer Academy	-	-						-
Freedom LAX	-	-						-
GEYA -Baseball	-	-						-
GEYA Soccer	810.00	-	810.00					810.00
Marsh Creek Eagles	-	-						-
Penn Fusion Soccer Academy	1,520.00	-	1,520.00					1,520.00
St. Elizabeth's CYO Sports	-	-						-
Tad Doyle	1,075.00	1,075.00					1,075.00	1,075.00
Vincent United	-	-						-
Balance at July 31, 2019	\$ 3,525.00	\$ 1,075.00	2,450.00	-	-	-	1,075.00	\$ 3,525.00

Upper Uwchlan Township
Accounts Receivable
As of July 31, 2019

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

	Amount 7/31/2019	Amount 6/30/2019	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Cable franchise fees - 2Q	59,000.00	59,000.00	-	59,000.00	-			59,000.00
Chester County cell tower rent	-	-	-	-	-	-	-	-
	-	-	-	-	-	-		-
	-	-	-					-
Balance at July 31, 2019	<u>\$ 59,000.00</u>	<u>\$ 59,000.00</u>	<u>-</u>	<u>59,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>59,000.00</u>

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

53

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	76,233.31
01-100-000-200	Meridian Bank		4,507,290.78
01-100-000-210	Meridian Bank - Payroll		72,344.98
01-100-000-250	Fulton Bank - Turf Field		398,173.51
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>5,054,342.58</u>

Investments

01-120-000-100	Certificate of Deposit - 10/2/19		266,890.63
			<u>266,890.63</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		38,483.25
01-145-000-021	Engineering Fees Receivable-CU		1,039.02
01-145-000-030	Legal Fees Receivable		9,581.76
01-145-000-040	R/E Taxes Receivable		24,923.11
01-145-000-050	Hydrant Tax Receivable		1,600.74
01-145-000-080	Field Fees Receivables		4,120.00
01-145-000-085	Turf Field Receivables		(595.00)
01-145-000-086	EIT Receivable		62,282.85
01-145-000-090	RE Transfer Tax Receivable		112,247.61
01-145-000-095	Misc accounts receivable		59,000.00
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		-
	Total Accounts Receivable		<u>312,683.34</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority		87,416.09
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		863.25
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		80.00
01-131-000-000	Suspense Account		-
	Total Other Current Assets		<u>88,359.34</u>

Prepaid Expense

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

Total Assets	5,722,275.89
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LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		46,391.81
	Total Accounts Payable		<u>46,391.81</u>

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

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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	2,390.78
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU 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	-
01-218-000-000	Police Association Dues	4,125.00
01-219-000-000	LST Tax Withheld	-
01-220-000-000	State Unemployment W/H	289.94
01-221-000-000	Benefit Deduction-Aflac	191.53
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	-
01-239-000-003	Due To Liquid Fuels	3,474.08
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	863.25
01-239-000-006	Due to Solid Waste Fund	-
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	421.65
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	11,756.23

Total Liabilities	58,148.04
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EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	3,624,338.45
	Current Period Net Income (Loss)	1,226,867.80
	Total Equity	5,664,127.85

Total Fund Balance	5,664,127.85
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Total Liabilities & Fund Balance	5,722,275.89
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Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended July 31, 2019

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	946,015.66	984,100.00	(38,084.34)	96.1%
01-301-000-013	Real Estate Tax Refunds	(26,404.72)	(25,000.00)	(1,404.72)	105.6%
01-301-000-030	Delinquent Real Estate Taxes	9,339.42	30,000.00	(20,660.58)	31.1%
01-301-000-071	Hydrant Tax	67,232.78	65,000.00	2,232.78	103.4%
01-310-000-010	Real Estate Transfer Taxes	393,005.73	515,000.00	(121,994.27)	76.3%
01-310-000-020	Earned Income Taxes	2,353,622.51	3,735,904.00	(1,382,281.49)	63.0%
01-310-000-021	EIT commissions paid	(29,200.01)	(50,808.00)	21,607.99	57.5%
01-320-000-010	Building Permits	204,503.48	282,000.00	(77,496.52)	72.5%
01-320-000-020	Use & Occupancy Permit	9,950.00	12,000.00	(2,050.00)	82.9%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,050.00	2,000.00	(950.00)	52.5%
01-320-000-050	Refinance Certification Fees	2,050.00	3,000.00	(950.00)	68.3%
01-321-000-080	Cable TV Franchise Fees	116,202.15	250,000.00	(133,797.85)	46.5%
01-331-000-010	Vehicle Codes Violation	24,835.74	50,000.00	(25,164.26)	49.7%
01-331-000-011	Reports/Fingerprints	1,255.50	2,000.00	(744.50)	62.8%
01-331-000-012	Solicitation Permits	315.00	500.00	(185.00)	63.0%
01-331-000-050	Reimbursable Police Wages	283.68	3,000.00	(2,716.32)	9.5%
01-341-000-001	Interest Earnings	29,549.21	30,000.00	(450.79)	98.5%
01-342-000-001	Rental Property Income	14,000.00	24,000.00	(10,000.00)	58.3%
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	-	100.0%
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	7,500.00	6,000.00	1,500.00	125.0%
01-361-000-032	Fees from Engineering	11,527.92	100,000.00	(88,472.08)	11.5%
01-361-000-033	Admin Fees from Engineering	310.66	4,000.00	(3,689.34)	7.8%
01-361-000-035	Admin Fees from Legal	-	1,000.00	(1,000.00)	0.0%
01-361-000-036	Legal Services Fees	2,648.25	6,000.00	(3,351.75)	44.1%
01-361-000-038	Sale of Maps & Books	85.00	250.00	(165.00)	34.0%
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	0.25	100.00	(99.75)	0.3%
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	5,910.00	30,000.00	(24,090.00)	19.7%
01-367-000-025	Turf Field Fees	10,840.00	45,000.00	(34,160.00)	24.1%
01-367-000-030	Community Events Donations	14,820.00	10,000.00	4,820.00	148.2%
01-367-000-040	History Book Revenue	15.00	200.00	(185.00)	7.5%
01-367-000-045	Upland Farms Barn Rental Fees	375.00	5,000.00	(4,625.00)	7.5%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	19,634.87	5,000.00	14,634.87	392.7%
01-380-000-010	Insurance Reimbursement	1,545.15	3,000.00	(1,454.85)	51.5%
01-392-000-008	Municipal Authority Reimbursement	152,589.89	265,446.00	(112,856.11)	57.5%
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		4,346,008.12	6,690,200.00	(2,344,191.88)	65.0%

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

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GL Account #	Account Description	2019 YTD 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	921.27	2,000.00	(1,078.73)	46.1%
01-400-000-340	Public Relations	252.88	6,500.00	(6,247.12)	3.9%
01-400-000-341	Advertising	5,000.85	7,500.00	(2,499.15)	66.7%
01-400-000-342	Printing	3,359.62	5,000.00	(1,640.38)	67.2%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	3,356.00	4,200.00	(844.00)	79.9%
01-400-000-352	Insurance-Liability	13,987.02	18,650.00	(4,662.98)	75.0%
01-400-000-420	Dues/Subscriptions/Memberships	1,055.00	4,000.00	(2,945.00)	26.4%
01-400-000-460	Meeting & Conferences	975.00	6,000.00	(5,025.00)	16.3%
01-400-000-461	Bank Fees	6,262.14	9,000.00	(2,737.86)	69.6%
01-400-000-463	Misc expenses	1,251.64	2,000.00	(748.36)	62.6%
01-400-000-464	Wallace Twp. Tax Agreement	-	3,800.00	(3,800.00)	0.0%
		39,112.67	73,341.00	(34,228.33)	53.3%
EXECUTIVE					
01-401-000-100	Administration Wages	259,570.50	475,639.00	(216,068.50)	54.6%
01-401-000-150	Payroll Tax Expense	20,348.58	36,386.00	(16,037.42)	55.9%
01-401-000-151	PSATS Unemployment Compensation	480.00	504.00	(24.00)	95.2%
01-401-000-156	Employee Benefit Expense	53,397.59	99,030.00	(45,632.41)	53.9%
01-401-000-157	ACA Fees	193.55	225.00	(31.45)	86.0%
01-401-000-160	Non-Uniform Pension	20,891.05	40,677.00	(19,785.95)	51.4%
01-401-000-174	Tuition Reimbursements	805.07	6,300.00	(5,494.93)	12.8%
01-401-000-181	Longevity Pay	2,250.00	6,150.00	(3,900.00)	36.6%
01-401-000-183	Overtime Wages	5,816.01	5,000.00	816.01	116.3%
01-401-000-200	Supplies	6,929.58	15,000.00	(8,070.42)	46.2%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	2,959.43	4,500.00	(1,540.57)	65.8%
01-401-000-230	Gasoline & Oil	1,393.62	2,200.00	(806.38)	63.3%
01-401-000-235	Vehicle Maintenance	108.74	1,000.00	(891.26)	10.9%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	4,232.22	10,000.00	(5,767.78)	42.3%
01-401-000-317	Parking/Travel	1,219.64	1,200.00	19.64	101.6%
01-401-000-322	Ipad Expenses	155.14	600.00	(444.86)	25.9%
01-401-000-352	Insurance - Liability	317.61	424.00	(106.39)	74.9%
01-400-000-353	Insurance-Vehicle	261.96	349.00	(87.04)	75.1%
01-401-000-354	Insurance-Workers Compensation	1,310.28	1,736.00	(425.72)	75.5%
01-401-000-420	Dues/Subscriptions/Memberships	6,759.35	6,100.00	659.35	110.8%
01-401-000-450	Contracted Services	12,805.76	7,410.00	5,395.76	172.8%
		402,205.68	722,630.00	(320,424.32)	55.7%
AUDIT					
01-402-000-450	Contracted Services	31,050.00	27,300.00	3,750.00	113.7%
		31,050.00	27,300.00	3,750.00	113.7%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	3,895.64	7,371.00	(3,475.36)	52.9%
01-403-000-150	Payroll Tax Expense	298.07	564.00	(265.93)	52.8%
01-403-000-200	Supplies	212.89	500.00	(287.11)	42.6%
01-403-000-215	Postage	1,699.34	2,000.00	(300.66)	85.0%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	2,346.48	3,000.00	(653.52)	78.2%
		8,452.42	14,035.00	(5,582.58)	60.2%

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

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	2,033.75	500.00	1,533.75	406.8%
01-404-000-310	Reimbursable Legal Fees	2,157.25	9,500.00	(7,342.75)	22.7%
01-404-000-311	Non Reimbursable Legal	22,879.18	30,000.00	(7,120.82)	76.3%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		27,070.18	45,000.00	(17,929.82)	60.2%
COMPUTER					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	20,209.19	8,000.00	12,209.19	252.6%
01-407-000-222	Hardware	292.96	7,000.00	(6,707.04)	4.2%
01-407-000-240	Web Page	-	7,300.00	(7,300.00)	0.0%
01-407-000-450	Contracted Services	36,263.50	67,770.00	(31,506.50)	53.5%
		56,765.65	92,070.00	(35,304.35)	61.7%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	21,293.04	25,000.00	(3,706.96)	85.2%
01-408-000-310	Reimbursable Engineering	5,054.00	75,000.00	(69,946.00)	6.7%
01-408-000-311	Traffic Engineering	4,062.50	25,000.00	(20,937.50)	16.3%
01-408-000-313	Non Reimbursable Engineering	4,240.35	30,000.00	(25,759.65)	14.1%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	8,754.78	10,000.00	(1,245.22)	87.5%
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!
		43,404.67	169,500.00	(126,095.33)	25.6%
TOWNSHIP PROPERTIES					
<u>Public Works Building</u>					
01-409-001-200	Supplies	481.40	1,000.00	(518.60)	48.1%
01-409-001-231	Propane & heating - PW bldg	6,820.86	15,000.00	(8,179.14)	45.5%
01-409-001-250	Maint & Repair	16,732.43	12,950.00	3,782.43	129.2%
01-409-001-320	Telephone	2,431.81	4,000.00	(1,568.19)	60.8%
01-409-001-351	Insurance - property	7,094.79	9,460.00	(2,365.21)	75.0%
01-409-001-360	Utilities	3,862.27	8,000.00	(4,137.73)	48.3%
01-409-001-450	Contracted Services	986.25	5,000.00	(4,013.75)	19.7%
<u>Township Building</u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	577.79	2,000.00	(1,422.21)	28.9%
01-409-003-231	Propane & Heating Oil	395.06	5,000.00	(4,604.94)	7.9%
01-409-003-250	Maintenance & Repairs	481.15	8,000.00	(7,518.85)	6.0%
01-409-003-320	Telephone	3,793.10	7,000.00	(3,206.90)	54.2%
01-409-003-351	Insurance Property	8,277.24	11,036.00	(2,758.76)	75.0%
01-409-003-360	Utilities	9,069.77	15,000.00	(5,930.23)	60.5%
01-409-003-380	Rent	38,864.00	55,000.00	(16,136.00)	70.7%
01-409-003-385	Relocation Costs	27,593.70	-	27,593.70	#DIV/0!
01-409-003-450	Contracted Services	5,006.09	25,000.00	(19,993.91)	20.0%
<u>Milford Road</u>					
01-409-004-200	Supplies	278.65	500.00	(221.35)	55.7%
01-409-004-231	Propane	1,183.52	2,000.00	(816.48)	59.2%
01-409-004-250	Maintenance & Repairs	988.51	3,000.00	(2,011.49)	33.0%
01-409-004-320	Telephone	3,123.90	3,000.00	123.90	104.1%
01-409-004-351	Insurance - property	1,182.45	1,577.00	(394.55)	75.0%
01-409-004-360	Utilities	1,386.60	4,000.00	(2,613.40)	34.7%
01-409-004-450	Contracted Services	228.00	21,100.00	(20,872.00)	1.1%
01-409-005-200	Police relocated - supplies	35,123.36	-	35,123.36	#DIV/0!
		175,962.70	218,623.00	(42,660.30)	80.5%

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

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
POLICE EXPENSES					
01-410-000-100	Police Wages	683,131.21	1,236,990.00	(553,858.79)	55.2%
01-410-000-150	Payroll Tax Expense	54,707.33	93,953.00	(39,245.67)	58.2%
01-410-000-151	PSATS Unemployment Compensation	1,014.17	1,040.00	(25.83)	97.5%
01-410-000-156	Employee Benefit Expense	194,779.56	329,526.00	(134,746.44)	59.1%
01-410-000-158	Medical Expense Reimbursements	5,199.75	9,000.00	(3,800.25)	57.8%
01-410-000-160	Pension Expense	95,796.58	228,232.00	(132,435.42)	42.0%
01-410-000-174	Tuition Reimbursment	1,643.00	12,000.00	(10,357.00)	13.7%
01-410-000-181	Longevity Pay	4,000.00	19,800.00	(15,800.00)	20.2%
01-410-000-182	Education incentive	3,250.00	3,000.00	250.00	108.3%
01-410-000-183	Overtime Wages	26,353.44	46,000.00	(19,646.56)	57.3%
01-410-000-187	Courttime Wages	3,133.20	12,000.00	(8,866.80)	26.1%
01-410-000-191	Uniform/Boot Allowances	12,100.00	11,950.00	150.00	101.3%
01-410-000-200	Supplies	4,065.40	14,000.00	(9,934.60)	29.0%
01-410-000-215	Postage	110.00	750.00	(640.00)	14.7%
01-410-000-230	Gasoline & Oil	17,134.33	30,000.00	(12,865.67)	57.1%
01-410-000-235	Vehicle Maintenance	11,525.13	30,000.00	(18,474.87)	38.4%
01-410-000-238	Clothing/Uniforms	71.50	5,000.00	(4,928.50)	1.4%
01-410-000-250	Maintenance & Repairs	190.96	2,500.00	(2,309.04)	7.6%
01-410-000-260	Small Tools & Equipment	1,917.62	9,000.00	(7,082.38)	21.3%
01-410-000-311	Non-Reimburseable-Legal	-	3,000.00	(3,000.00)	0.0%
01-410-000-316	Training/Seminar	2,456.47	16,000.00	(13,543.53)	15.4%
01-410-000-317	Parking & travel	878.63	500.00	378.63	175.7%
01-410-000-320	Telephone	1,356.52	8,000.00	(6,643.48)	17.0%
01-410-000-322	Ipad Expense	125.08	600.00	(474.92)	20.8%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	4,616.70	12,000.00	(7,383.30)	38.5%
01-410-000-342	Police Accreditation	2,821.35	13,500.00	(10,678.65)	20.9%
01-410-000-352	Insurance - Liability	10,912.35	14,550.00	(3,637.65)	75.0%
01-410-000-353	Insurance - Vehicles	1,821.72	2,429.00	(607.28)	75.0%
01-410-000-354	Insurance - Workers Compensation	28,389.09	37,619.00	(9,229.91)	75.5%
01-410-000-420	Dues/Subscriptions/Memberships	1,061.39	1,000.00	61.39	106.1%
01-410-000-450	Contracted Services	13,105.85	17,200.00	(4,094.15)	76.2%
01-410-000-740	Computer/Furniture	72.04	5,000.00	(4,927.96)	1.4%
		1,187,740.37	2,227,139.00	(1,039,398.63)	53.3%
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	10,657.52	23,000.00	(12,342.48)	46.3%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	38,203.05	60,000.00	(21,796.95)	63.7%
01-411-001-001	Ludwigs	37,080.00	74,160.00	(37,080.00)	50.0%
01-411-001-002	Lionville	39,655.08	74,282.00	(34,626.92)	53.4%
01-411-001-003	Lionville Capital	-	-	-	#DIV/0!
01-411-001-004	Glenmoore	4,274.50	8,549.00	(4,274.50)	50.0%
01-411-001-005	E. Brandywine	13,608.00	13,608.00	-	100.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	-	112,000.00	(112,000.00)	0.0%
		143,478.15	368,099.00	(224,620.85)	39.0%

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

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	13,519.00	27,038.00	(13,519.00)	50.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		13,519.00	27,038.00	(13,519.00)	50.0%
CODES ADMINISTRATION					
01-413-000-100	Code Administrator Wages	124,476.17	243,098.00	(118,621.83)	51.2%
01-413-000-150	Payroll Tax Expenses	9,881.98	18,597.00	(8,715.02)	53.1%
01-413-000-151	PSATS Unemployment Compensation	246.66	240.00	6.66	102.8%
01-413-000-156	Employee Benefit Expense	43,390.06	73,835.00	(30,444.94)	58.8%
01-413-000-160	Pension	11,734.06	23,468.00	(11,733.94)	50.0%
01-413-000-181	Longevity Pay	5,100.00	7,200.00	(2,100.00)	70.8%
01-413-000-200	Supplies	910.98	2,000.00	(1,089.02)	45.5%
01-413-000-230	Gasoline & Oil	1,613.58	3,800.00	(2,186.42)	42.5%
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	700.23	2,000.00	(1,299.77)	35.0%
01-413-000-322	Ipad Expense	144.63	600.00	(455.37)	24.1%
01-413-000-352	Insurance - Liability	317.61	424.00	(106.39)	74.9%
01-413-000-353	Insurance - Vehicle	261.96	349.00	(87.04)	75.1%
01-413-000-354	Insurance - Workers Compensation	1,310.28	1,736.00	(425.72)	75.5%
01-413-000-420	Dues/Subscriptions/Memberships	220.00	5,000.00	(4,780.00)	4.4%
01-413-000-450	Contracted Services	7,709.48	30,000.00	(22,290.52)	25.7%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		208,269.28	417,847.00	(209,577.72)	49.8%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	290.03	500.00	(209.97)	58.0%
01-414-001-301	Court Reporter	(82.50)	1,500.00	(1,582.50)	-5.5%
01-414-001-315	Legal Fees	-	3,000.00	(3,000.00)	0.0%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	3,317.50	30,000.00	(26,682.50)	11.1%
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!
		3,525.03	38,500.00	(34,974.97)	9.2%
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	187.50	2,000.00	(1,812.50)	9.4%
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%
		187.50	9,800.00	(9,612.50)	1.9%

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

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	392.99	2,000.00	(1,607.01)	19.6%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	390.00	1,200.00	(810.00)	32.5%
01-415-000-317	Parking/Travel	531.68	400.00	131.68	132.9%
01-415-000-320	Telephone	901.94	1,200.00	(298.06)	75.2%
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	397.50	500.00	(102.50)	79.5%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		2,614.11	7,850.00	(5,235.89)	33.3%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	305.94	4,371.00	(4,065.06)	7.0%
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%
		21,248.94	27,314.00	(4,065.06)	77.8%
SIGNS					
01-433-000-200	Supplies	2,825.15	5,000.00	(2,174.85)	56.5%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		2,825.15	6,000.00	(3,174.85)	47.1%
SIGNALS					
01-434-000-450	Contracted Services	45,530.42	26,632.00	18,898.42	171.0%
		45,530.42	26,632.00	18,898.42	171.0%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	209,958.07	393,594.00	(183,635.93)	53.3%
01-438-000-150	Payroll Tax Expense	17,279.83	30,110.00	(12,830.17)	57.4%
01-438-000-151	PSATS Unemployment Compensation	547.65	560.00	(12.35)	97.8%
01-438-000-156	Employee Benefit Expense	85,781.38	150,538.00	(64,756.62)	57.0%
01-438-000-160	Pension	17,043.02	33,556.00	(16,512.98)	50.8%
01-438-000-181	Longevity	3,150.00	6,150.00	(3,000.00)	51.2%
01-438-000-183	Overtime Wages	13,461.52	24,000.00	(10,538.48)	56.1%
01-438-000-200	Supplies	23,523.77	49,600.00	(26,076.23)	47.4%
01-438-000-205	Meals & Meal Allowances	198.32	500.00	(301.68)	39.7%
01-438-000-230	Gasoline & Oil	13,760.58	29,200.00	(15,439.42)	47.1%
01-438-000-235	Vehicle Maintenance	8,950.91	14,050.00	(5,099.09)	63.7%
01-438-000-238	Uniforms	3,931.96	3,050.00	881.96	128.9%
01-438-000-245	Highway Supplies	4,760.91	9,900.00	(5,139.09)	48.1%
01-438-000-260	Small Tools & Equipment	2,706.31	12,400.00	(9,693.69)	21.8%
01-438-000-316	Training/Seminar	1,308.10	6,075.00	(4,766.90)	21.5%
01-438-000-317	Parking & travel	478.35	600.00	(121.65)	79.7%
01-438-000-320	Telephone	1,390.10	3,000.00	(1,609.90)	46.3%
01-438-000-322	Ipad Expense	197.16	1,200.00	(1,002.84)	16.4%
01-438-000-341	Advertising	582.46	-	582.46	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	1,323.27	1,764.00	(440.73)	75.0%
01-438-000-353	Vehicle Insurance	1,047.84	1,397.00	(349.16)	75.0%
01-438-000-354	Insurance - Workers Compensation	6,551.34	8,884.00	(2,332.66)	73.7%
01-438-000-360	Heating Oil	-	-	-	#DIV/0!
01-438-000-420	Dues and Subscriptions	685.00	400.00	285.00	171.3%
01-438-000-450	Contracted Services	13,062.89	52,730.00	(39,667.11)	24.8%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	244,222.00	(244,222.00)	0.0%
		431,680.74	1,082,480.00	(650,799.26)	39.9%

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

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
<i><u>Public Works - Facilities Division</u></i>					
01-438-001-100	Wages	105,816.36	221,770.00	(115,953.64)	47.7%
01-438-001-101	Employee Costs Allocated	(91,892.22)	(207,991.00)	116,098.78	44.2%
01-438-001-150	Payroll Tax Expense	8,853.04	16,965.00	(8,111.96)	52.2%
01-438-001-151	PSATS Unemployment Compensation	393.94	560.00	(166.06)	70.3%
01-438-001-156	Employee Benefit Expense	40,374.13	70,955.00	(30,580.87)	56.9%
01-438-001-160	Pension Expense	6,759.31	10,711.00	(3,951.69)	63.1%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	1,800.00	1,800.00	-	100.0%
01-438-001-183	Overtime Wages	8,099.53	8,000.00	99.53	101.2%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	9,699.28	8,000.00	1,699.28	121.2%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	276.96	950.00	(673.04)	29.2%
01-438-001-316	Training & Seminars	-	2,000.00	(2,000.00)	0.0%
01-438-001-352	Insurance - Liability	1,323.27	1,764.00	(440.73)	75.0%
01-438-001-353	Insurance - Vehicles	1,047.87	1,397.00	(349.13)	75.0%
01-438-001-354	Insurance - Workers Compensation	3,930.81	5,006.00	(1,075.19)	78.5%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		96,482.28	148,387.00	(51,904.72)	65.0%
ROAD CONSTRUCTION					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
PARK & RECREATION					
<i><u>Parks - General</u></i>					
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	91,892.22	207,991.00	(116,098.78)	44.2%
01-454-001-200	Supplies	10,854.64	10,000.00	854.64	108.5%
01-454-001-201	Park & Rec Special Events	3,063.69	6,000.00	(2,936.31)	51.1%
01-454-001-202	Community Day	22,075.63	28,000.00	(5,924.37)	78.8%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	2,151.78	6,000.00	(3,848.22)	35.9%
01-454-001-250	Maintenance & Repairs	715.46	500.00	215.46	143.1%
01-454-001-260	Small Tools & Equipment	479.33	2,700.00	(2,220.67)	17.8%
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	2,183.70	2,894.00	(710.30)	75.5%
01-454-001-420	Dues/Subscriptions/Memberships	30.00	-	30.00	#DIV/0!
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	-	500.00	(500.00)	0.0%
		133,446.45	275,585.00	(142,138.55)	48.4%
HICKORY PARK					
01-454-002-200	Supplies-Hickory	2,724.70	3,000.00	(275.30)	90.8%
01-454-002-231	Propane	1,084.70	2,000.00	(915.30)	54.2%
01-454-002-250	Maintenance & Repairs	2,729.32	7,000.00	(4,270.68)	39.0%
01-454-002-351	Insurance-Property	2,364.93	3,153.00	(788.07)	75.0%
01-454-002-360	Utilities	2,774.92	5,000.00	(2,225.08)	55.5%
01-454-002-450	Contracted Services	9,775.34	20,000.00	(10,224.66)	48.9%
		21,453.91	40,153.00	(18,699.09)	53.4%

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

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	1,302.92	3,000.00	(1,697.08)	43.4%
01-454-003-250	Maintenance & Repairs	1,187.32	10,000.00	(8,812.68)	11.9%
01-454-003-312	Engineering Fees	-	2,000.00	(2,000.00)	0.0%
01-454-003-320	Telephone	874.93	2,500.00	(1,625.07)	35.0%
01-454-003-351	Insurance Property	2,364.93	3,153.00	(788.07)	75.0%
01-454-003-360	Utilities	4,344.59	12,000.00	(7,655.41)	36.2%
01-454-003-450	Contracted Services	3,665.00	16,000.00	(12,335.00)	22.9%
		13,739.69	48,653.00	(34,913.31)	28.2%
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	646.52	5,000.00	(4,353.48)	12.9%
01-454-005-231	Propane & Heating Oil	953.06	4,500.00	(3,546.94)	21.2%
01-454-005-250	Repairs & Maintenance	2,500.00	50,000.00	(47,500.00)	5.0%
01-454-005-351	Insurance - Building	2,364.93	3,153.00	(788.07)	75.0%
01-454-005-360	Utilities	1,102.04	4,000.00	(2,897.96)	27.6%
01-454-005-450	Contracted Services	1,798.78	5,000.00	(3,201.22)	36.0%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		9,365.33	71,653.00	(62,287.67)	13.1%
	Total Parks and Recreation	178,005.38	445,044.00	(267,038.62)	40.0%
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	10.00	1,000.00	(990.00)	1.0%
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%
		10.00	2,500.00	(2,490.00)	0.4%
Total Expenditures Before Operating Transfers		3,119,140.32	6,203,129.00	(3,081,988.68)	50.3%
Excess of Revenues over Expenses Before Operating Transfers		1,226,867.80	487,071.00	737,796.80	251.9%

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

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GL Account #	Account Description	2019 YTD 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		3,119,140.32	6,683,129.00	(3,561,988.68)	46.7%
EXCESS OF REVENUES OVER EXPENSES		1,226,867.80	7,071.00	1,217,796.80	17350.7%

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

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ASSETS

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 829,075.42
	Total Cash	829,075.42

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	\$	829,075.42
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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)	388,999.75
	Total Equity	829,075.42

Total Fund Balance	\$	829,075.42
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Total Liabilities & Fund Balance	\$	829,075.42
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Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending July 31, 2019

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 9,218.44	\$ 3,500.00	5,718.44	263%
04-355-000-002	Motor Fuel Vehicle Taxes	412,753.19	398,817.00	13,936.19	103%
04-389-000-001	Winter Snow Agreement	-	475.00	(475.00)	0%
04-389-000-002	Turnback Maintenance	14,520.00	14,760.00	(240.00)	98%
	Total Revenues	\$ 436,491.63	\$ 417,552.00	\$ 18,939.63	465%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	40,849.55	75,000.00	(34,150.45)	54%
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	40,849.55	124,000.00	(83,150.45)	54%
Road Projects					
04-438-000-239	Road Project Supplies	6,642.33	6,000.00	642.33	111%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	6,642.33	6,000.00	642.33	#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	\$ 47,491.88	\$ 354,000.00	\$ (306,508.12)	13%
	Excess of Revenues over Expenditures	\$ 388,999.75	\$ 63,552.00	\$ 325,447.75	612%

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

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ASSETS

Cash		
05-100-000-010	Meridian Bank	\$ 378,321.25
05-100-000-030	Cash - Fulton Bank	325,608.50
	Total Cash	<u>703,929.75</u>

Accounts Receivable

05-130-000-045	WIPP Receivable from MA	7,570.85
05-145-000-010	Solid Waste Receivable	164,943.50
05-145-000-095	Misc. Receivable	-
		<u>172,514.35</u>

Other Current Assets

05-130-000-010	Due from General Fund	(5.00)
05-130-000-020	Due from Capital Fund	-
05-130-000-050	Due from Municipal Authority	2,570.40
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	-
	Total Other Current Assets	<u>2,565.40</u>

Total Assets	\$ 879,009.50
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LIABILITIES AND FUND BALANCE

Accounts Payable

05-200-000-020	Accounts Payable	-
05-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</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	2,609.08
05-252-000-010	Deferred Revenues	142,422.59
	Total Other Current Liabilities	<u>145,031.67</u>

Total Liabilities	145,031.67
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Equity

05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(570,183.03)
	Current Period Net Income (Loss)	319,556.88
	Total Equity	<u>733,977.83</u>

Total Fund Balance	\$ 733,977.83
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Total Liabilities & Fund Balance	\$ 879,009.50
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Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending July 31, 2019

67

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 6,146.32	\$ 10,000.00	(3,853.68)	61%
05-364-000-010	Solid Waste Income	832,545.28	1,025,124.00	(192,578.72)	81%
05-364-000-015	Resident Refunds	-	-	-	#DIV/0!
05-364-000-020	Recycling Income	-	-	-	#DIV/0!
05-364-000-025	Hazardous Waste Event	1,271.52	-	1,271.52	#DIV/0!
05-364-000-030	Leaf Bags Sold	152.50	500.00	(347.50)	31%
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	\$ 866,234.62	\$ 1,061,124.00	\$ (194,889.38)	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-150	Bank Fees	-	200.00	(200.00)	0%
05-427-000-200	Supplies	668.70	2,000.00	(1,331.30)	33%
05-427-000-210	Print and Mail Services	2,594.48	2,000.00	594.48	130%
05-427-000-220	Postage	2,385.43	2,500.00	(114.57)	95%
05-427-000-230	Toters	16,721.00	12,000.00	4,721.00	139%
05-427-000-314	Legal Fees	1,609.29	9,000.00	(7,390.71)	18%
05-427-000-316	Training & Seminars	-	500.00	(500.00)	0%
05-427-000-420	Dues/Subscriptions/Memberships	-	125.00	(125.00)	0%
05-427-000-450	Contracted Services	384,322.28	657,863.00	(273,540.72)	58%
05-427-000-700	Tipping Fees	118,168.42	234,090.00	(115,921.58)	50%
05-427-000-725	Tipping Fees - Recycling	15,934.06	36,000.00	(20,065.94)	44%
05-427-000-800	Recycling Disposal	4,274.08	-	4,274.08	#DIV/0!
	Total Operations	546,677.74	956,278.00	(409,600.26)	#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	\$ 546,677.74	\$ 956,278.00	\$ (409,600.26)	57%
	Excess of Revenues over Expenditures	\$ 319,556.88	\$ 104,846.00	\$ 214,710.88	305%

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

89

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	87,698.38
	Total Cash	<u>87,698.38</u>

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	<u>-</u>

Total Assets	\$	87,698.38
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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	<u>-</u>

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	<u>-</u>

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)	(11,002.17)
	Total Equity	<u>87,698.38</u>

Total Fund Balance	\$	87,698.38
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Total Liabilities & Fund Balance	\$	87,698.38
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Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending July 31, 2019

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GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 1,332.95	\$ 600.00	732.95	222%
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		\$ 1,332.95	\$ 613,032.00	\$ (611,699.05)	#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	2,282.58	5,000.00	(2,717.42)	46%
08-408-000-020	Feasibility Studies	-	-	-	#DIV/0!
08-420-000-035	Permits	2,570.74	-	2,570.74	#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	3,408.11	5,000.00	(1,591.89)	68%
08-446-000-230	Gasoline & Oil	-	1,600.00	(1,600.00)	0%
08-446-000-235	Vehicle maintenance	703.94	3,990.00	(3,286.06)	18%
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	3,369.75	5,000.00	(1,630.25)	67%
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	12,335.12	610,880.00	(598,544.88)	#DIV/0!
Operating Transfers					
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Total Expenditures		\$ 12,335.12	\$ 610,880.00	\$ (598,544.88)	2%
Excess of Revenues over Expenditures		\$ (11,002.17)	\$ 2,152.00	\$ (13,154.17)	-511%

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

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ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 540,776.24
	Total Cash	540,776.24
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	\$ 540,776.24

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)	7,633.12
	Total Equity	540,776.24
	Total Fund Balance	\$ 540,776.24
	Total Liabilities & Fund Balance	\$ 540,776.24

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

71

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 7,633.12	\$ 7,000.00	\$ 633.12	109.0%
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	7,633.12	7,000.00	633.12	#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	\$ 7,633.12	\$ 7,000.00	\$ 633.12	#DIV/0!

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

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ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 105,987.80
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.57
	Total Cash	<u>106,071.37</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	<u>(3,459,305.89)</u>
		22,642,799.52
Total Assets		\$ 22,748,870.89

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	-
15-258-000-000	Accrued Expenses	-
15-258-000-100	Interest Payable on Bonds	30,702.08
	Total Accounts Payable	<u>30,702.08</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	<u>(28,125.39)</u>
		5,374,717.36
Total Liabilities		5,405,419.44
Equity		
15-272-000-100	Unrestricted Net Assets	17,354,730.28
	Current Period Net Income (Loss)	<u>(11,278.83)</u>
	Total Equity	17,343,451.45
Total Fund Balance		\$ 17,343,451.45
Total Liabilities & Fund Balance		\$ 22,748,870.89

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

73

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 1,690.85	\$ 3,000.00	(1,309.15)	56%
15-342-000-100	Operations Mgmt Agreement Fees	91,930.75	569,287.00	(477,356.25)	16%
		-		-	#DIV/0!
	Total Revenues	\$ 93,621.60	\$ 572,287.00	\$ (478,665.40)	#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	107,457.28	379,287.00	(271,829.72)	28%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	(2,556.85)	(5,114.00)	2,557.15	50%
	Total Debt Expenses	104,900.43	374,173.00	(269,272.57)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
	Total Expenditures before Transfers	\$ 104,900.43	\$ 375,373.00	\$ (270,472.57)	28%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
	Total Expenditures and Transfers	104,900.43	375,373.00	(270,472.57)	#DIV/0!
	Excess of Revenues over Expenditures	\$ (11,278.83)	\$ 196,914.00	\$ (208,192.83)	-6%

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

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ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	387,039.67
30-100-000-020	PSDLAF		89,615.62
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		-
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		5,598,691.66
	Total Cash		<u>6,075,346.95</u>

Accounts Receivable			
30-130-000-001	Due from General Fund		-
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		<u>-</u>

Other Current Asset			
30-155-000-000	Prepaid Expenses		27,863.33
30-191-000-000	Other Assets		-
	Total Other Current Asset		<u>27,863.33</u>

Total Assets	\$	6,103,210.28
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LIABILITIES AND FUND BALANCE

Accounts Payable			
30-200-000-000	Accounts Payable		-
30-258-000-000	Accrued Expenses		-
30-258-000-100	Interest Payable - 2019 Bonds		32,322.61
	Total Accounts Payable		<u>32,322.61</u>

Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		<u>-</u>

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		<u>-</u>

Total Liabilities	\$	32,322.61
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Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		181,040.14
	Current Period Net Income (Loss)		4,941,449.14
	Total Equity		<u>6,070,887.67</u>

Total Fund Balance	\$	6,070,887.67
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Total Liabilities & Fund Balance	\$	6,103,210.28
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Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending July 31, 2019

75

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 85,658.57	\$ 20,000.00	65,658.57	428%
30-354-000-010	Grant Revenue - County	-	-	-	#DIV/0!
30-354-000-020	Grant Revenue - State	489,342.49	-	489,342.49	#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!
		<u>6,231,037.94</u>	<u>5,768,095.00</u>	<u>462,942.94</u>	<u>108%</u>
Total Revenues		\$ 6,231,037.94	\$ 5,768,095.00	\$ 462,942.94	108%
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	-	-	-	#DIV/0!
30-409-002-610	Township Bldg Expansion 2018-2020	306,555.73	3,000,000.00	(2,693,444.27)	10%
30-409-002-700	Capital Purchases - Twp Bldg	2,139.93	-	2,139.93	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	57,459.75	93,400.00	(35,940.25)	2%
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	<u>366,155.41</u>	<u>3,093,400.00</u>	<u>(2,727,244.59)</u>	<u>12%</u>
Police					
30-410-000-700	Capital Purchases- Police	130,815.86	73,000.00	57,815.86	179%
	Future Purchase	-	-	-	#DIV/0!
		<u>130,815.86</u>	<u>73,000.00</u>	<u>57,815.86</u>	<u>179%</u>
Codes					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		<u>-</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
Emergency Management					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		<u>-</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
Public Works					
30-438-000-700	Capital Purchases-Vehicles	5,775.00	-	5,775.00	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	13,551.72	16,200.00	(2,648.28)	84%
	Total Public Works	<u>19,326.72</u>	<u>16,200.00</u>	<u>3,126.72</u>	<u>#DIV/0!</u>
Roads					
30-502-434-700	Traffic Signals	13,931.67	-	13,931.67	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	-	-	#DIV/0!
		<u>13,931.67</u>	<u>-</u>	<u>13,931.67</u>	<u>#DIV/0!</u>

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

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Parks					
All Parks					
30-454-000-700	Capital Purchases - All Parks	-	-	-	#DIV/0!
Hickory Park					
30-454-001-600	Capital Construction - Hickory	20,147.09	-	20,147.09	#DIV/0!
30-454-001-700	Capital Purchases - Hickory	-	457,400.00	(457,400.00)	0%
Fellowship Fields					
30-454-002-600	Capital Construction - Fellowship	-	-	-	#DIV/0!
30-454-002-700	Capital Purchases - Fellowship	7,997.82	7,600.00	397.82	105%
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	46,131.70	500,000.00	(453,868.30)	9%
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	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	74,276.61	972,000.00	(897,723.39)	8%
Trails					
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	502,395.79	654,313.00	(151,917.21)	77%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	502,395.79	654,313.00	(151,917.21)	77%
Debt Service					
30-472-000-100	Interest Expense - 2019 Bonds	111,038.06	184,999.00	(73,960.94)	60%
	Principal - 2019 Bonds	-	140,000.00	(140,000.00)	0%
30-500-471-003	Capital Lease - Principal	51,063.92	51,064.00	(0.08)	100%
30-500-472-003	Capital Lease - Interest	4,394.44	5,780.00	(1,385.56)	76%
	Total Debt Service	166,496.42	381,843.00	(215,346.58)	44%
Village Concept					
30-506-000-100	Design - Village of Eagle	810.00	-	810.00	#DIV/0!
30-506-000-600	Construction - Village of Eagle	15,380.32	-	15,380.32	#DIV/0!
		16,190.32	-	16,190.32	#DIV/0!
Total Expenditures before Operating Transfers					
		\$ 1,289,588.80	\$ 5,190,756.00	\$ (3,901,167.20)	25%
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					
		\$ 4,941,449.14	\$ 577,339.00	\$ 4,364,110.14	855.90%

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

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 38,490.03
	Total Cash	38,490.03
Other Current Assets		
40-130-000-010	Due from General Fund	421.65
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	421.65
Total Assets		\$ 38,911.68

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	-
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	(10,490.92)
40-248-000-004	Columbia Gas Transmission LLC	8,060.14
40-248-000-005	Chester County - Radio Tower	341.69
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,743.68
40-248-000-009	Open Community Corp.	(16,929.66)
40-248-000-010	Sunoco Reed Road	4,110.64
40-248-000-011	McHugh	10.10
40-248-000-012	Marsh Lea	(1,478.68)
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	770.28
40-248-000-015	McKee Fetters	3,416.82
40-248-000-017	Vantage Point Retirement	4,352.35
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	3,307.47
40-248-000-020	Milford Rd. Associates	0.90
40-248-000-021	Townes at Chester Springs	3,554.30
40-248-000-022	Eagle Village Parking	(382.38)
40-248-000-023	Fish Eye	16,583.96
40-248-000-024	Jankowski	(117.50)
40-248-000-025	Eagleview Lot 1C	4,211.97
40-248-000-026	Lot 1B Maintenance Area	5,263.41
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	5,520.10
40-248-000-030	Profound Technologies	5,957.54
40-248-000-031	Windsor Baptist Church	(2,025.88)
40-248-000-032	Eagle Village Parking Expansion	5,003.17
40-248-000-033	Chester Springs Crossing	-
	Total Other Current Liabilities	38,911.68
40-258-000-000	Accrued Expenses	-
Total Liabilities		\$ 38,911.68

Equity		
40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	-
	Total Equity	-
Total Fund Balance		\$ -
Total Liabilities & Fund Balance		\$ 38,911.68

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

78

GL Account #	Account Description	2018 YTD Actual	2018 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 554.47	\$ -	\$ 554.47	-
40-341-000-010	Interest Income - allocated to Developers	(554.47)	-	(554.47)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
	Total Revenue	-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Expenditures	-	-	-	-
	Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	-



ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: August 8, 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:

160 Park Road (Gunner Properties, Ltd.) – The Applicant has since submitted a land development plan for the project, which has been reviewed by the consultants and will be reviewed by the Planning Commission at their August 8, 2019 meeting.

Jankowski Tract - A preconstruction meeting for the project was held on July 24.

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General:

Meetings / Correspondence with staff regarding various matters.



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: July 12, 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. The hearing has been scheduled for August 13th, 2019. The applicant has submitted revised land development plans to address the consultants' comments and a review letter has been issued.

160 Park Road (Gunner Properties, Ltd.) – The Applicant submitted a conditional use application for an eating and drinking establishment and construction of additional parking to support the use. The Board granted the Conditional Use on July 24, 2019. The Applicant has since submitted a land development plan for the project, which has been reviewed by the consultants and will be reviewed by the Planning Commission at their August 8, 2019 meeting.

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 building permit applications for all units.

Byers Station (Lot 5C)- [Residential] - Construction continues on the residential portion of the development. To date, we have received 10 building permit applications (55 total units). 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 14th, 2018 meeting.

The Applicant has now submitted an Alternate PRD Plan which proposes 27,000 SF of commercial development and 55 additional townhomes in lieu of the previously proposed 81,300 SF of commercial space. The plan has been reviewed by the

Reference: Development Update

File No. 19-01080T
August 8, 2019

consultants and will be reviewed by the Planning Commission at their August 8th, 2019 meeting.

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 September 13th, 2018 meeting and a recommendation for approval was given. Hearings for the modification were held on December 17th, 2018 and July 15th, 2019.

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 19th, 2018 meeting.

Eagleview Lot 4 – Hankin has submitted a land development application for a 27-space parking expansion for this site. The plans have been reviewed by the consultants and The Planning Commission recommended Preliminary / Final Land Development Approval at their July 11th, 2019 meeting.

Eaglepointe Village – A Conditional Use Application has been submitted proposing a Starbucks in the former Key Bank site. The conditional use is necessitated by the need for drive-thru service. The Board granted the Conditional Use on July 24, 2019.

Fetters Property (McKee Group) - A conditional use was approved on January 17th, 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 16th, 2017 meeting. A staff meeting was held April 17th, 2019 to review the consultants outstanding comments. The Applicant has now successfully obtained their NPDES Permit.

Jankowski Tract- Conditional Use Approval for this 55-lot, single family home community was granted by the Board at their December 18th, 2017 meeting. The Board granted Preliminary / Final Land Development Approval at their October 15th, 2018 meeting. A preconstruction meeting for the project was held on July 24, 2019.

Marsh Lea – The Board granted Preliminary / Final Plan Approval to this 27-lot, single-family home community at their May 15th, 2017 meeting. Home construction continues. We have received grading plans for 13 proposed homes.

Reference: Development Update

82

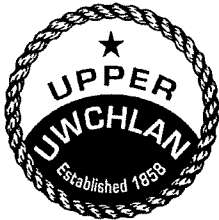
File No. 19-01080T
August 8, 2019

Reserve at Chester Springs (Frame Property) – Building Permits have been issued for all lots in the development. We have completed a construction punch list in preparation for dedication this year.

Struble Trail Extension – Chester County has submitted an application to reopen the Conditional Use Hearing as well as land development plans to allow for the continuance of the trail from where it currently terminates to a point on the west side of Dorlan Mill Road. The Planning Commission reviewed the application at their June 13th, 2019 and July 11, 2019 meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. The conditional use hearing will be held September 25th, 2019.

Thir Property (Mc Queen) - 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.

Windsor Baptist Church - The Church has submitted a Preliminary Land Development Plan for an approximately 9,190 SF school building addition on their current property. Revised land development plans have been submitted and reviewed by the consultants. The Church has also submitted a conditional use application. It was initially thought relief would be required from the Zoning Hearing Board as well. Al Gaspari has since determined it is not needed. The Planning Commission initially reviewed the application at their July 11, 2019 meeting and offered no decision. They will review once again at their August 8th, 2019 meeting in order to offer a recommendation for the conditional use hearing scheduled for August 13th, 2019.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

83

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath *Kathi*

RE: Codes Department Activity Report

DATE: August 15, 2019

=====

Attached, please find the Codes Department Activity Report for the month of July, 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	67	\$19,320.64	97	\$36,346.10
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	57	\$ 36,767.22	154	\$ 73,113.32
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	66	\$ 52,342.10	220	\$125,455.42
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	50	\$ 40,216.60	270	\$165,672.02
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	70	\$ 43,304.22	340	\$208,976.24
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	58	\$ 37,320.76	398	\$246,297.00
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				



JULY 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: 166

- **Municipal Authority & PA 1-calls**
 - **115 Work orders completed**
- **Public Works**
 - **7 Work orders completed**
- **Parks**
 - **7 Work orders completed**
- **Solid Waste**
 - **28 Work orders completed**
- **Vehicles and Equipment (All Dept.)**
 - **9 Work orders completed**
- **All Parks/MA properties have been mowed on a regular basis.**
- **We are still having a problem with rags being found in the Eaglepointe wastewater treatment system. We are working with ARRO to find out where they are coming from.**
- **Rebuilt stormwater inlet on Cheryl Dr.**

- Repaired inlets on Krauser Rd, Cheryl Dr, and Indian Springs Rd
- Began rebuilding inlets on Rising Hill Lane, and Waterview Rd
- Picked up new inlet tops at Terre Hill Concrete
- Cut up and removed downed trees after storms
- Repairing a sink hole on Eagle Farms Rd. We had to re-excavate and pour flowable fill in around the pipe to choke off the sink hole.
- Removed old bleachers from parks that were not safety compliant and replaced them with new ones
- Installed new stone and pressure washed concrete at Meadowcreek sewer plant
- Roadside mowing as time allows
- Street sweeping on various roadways.
- Pothole patching was done at various locations throughout the Township.
- Worked with electrician at Hickory Park.
- Cleared out storm pipes and inlet structures.
- Parks and facility checks after storms
- Sign replacements were done at various locations throughout the Township
- Inlet cleaning of various inlets throughout the Township with vacuum truck
- Tree trimming was done on Township roads for overgrowth into roads and trails
- 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:

- **Pavement Markings**

Road Dedications:

- **None**

Workforce

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

Respectfully submitted,

**Michael G. Heckman
Director of Public Works
Upper Uwchlan Township**



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

88

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Chester Springs Crossing – Site Improvements
Consider approval and acceptance of Land Development
Agreement, Financial Security Agreement, Performance Bond
#1078005

DATE: August 15, 2019

The Board of Supervisors granted Final Land Development approval of the Land Development/Sub-Division Plan known as Chester Springs Crossing (Jankowski Tract), 40.655 acres located on two parcels 32-1-30 and 32-1-30.1, located on Pottstown Pike, on October 18, 2018. Attached for your review and consideration are the associated, required land development agreement, financial security agreement and Site Improvement Performance Bond - #1078005 in the amount of \$1,799,262.35. The agreements have been reviewed and approved by the Township Solicitor. The estimated costs for the installation of site improvements, \$1,799,262.35, have been reviewed and approved by the Township's engineering firm, Gilmore Associates.

I would respectfully request that the BOS approve the attached land development agreement, financial security agreement and performance bond #1078005 in the amount of \$1,799,262.35.

ALYSON M. ZARRO
Alyson@rrhc.com
Extension: 202



August 9, 2019

Via hand delivery

Gwen Jonik, Township Secretary
Upper Uwchlan Township
415 Eagleview Boulevard
Suite 116
Exton, PA 19341

Re: Toll/Chester Springs Crossing (f/k/a Jankowski)

Dear Gwen:

Enclosed are the following original documents pertaining to the above-referenced subdivision and land development, which have been executed on behalf of Toll Mid-Atlantic LP Company, Inc.:

1. Three (3) originals of the Land Development Agreement for site improvements;
2. Three (3) originals of the Financial Security Agreement for site improvements;
3. Three (3) originals of the Land Development Agreement for sanitary sewer improvements;
4. Three (3) originals of the Financial Security Agreement for sanitary sewer improvements;
5. Three (3) originals of the Stormwater Best Management Practices and Conveyances Operation and Maintenance Agreement;
6. Three (3) originals of a Deed of Dedication for additional right-of-way of Route 100;
7. One (1) original Subdivision Bond No. 1078005 in the amount of \$1,799,262.35 for site improvements; and
8. One (1) original Subdivision Bond No. 1078006 in the amount of \$452,955.60 for sanitary sewer improvements.

Additionally, enclosed are seven (7) sets of the Preliminary/Final Plan for the Jankowski Tract prepared by E.B. Walsh & Associates, Inc., dated August 8, 2017 and last revised July 16, 2019, which has been signed by Toll.

Finally, enclosed are seven (7) copies of drawings for construction of Jankowski Tract Pottstown Pike, State Route 100.

Gwen Jonik, Township Secretary
August 9, 2019
Page 2

Once documents and plans have been accepted and signed, I would be happy to coordinate with you for completion of recording. Thank you.

Very truly yours,



ALYSON M. ZARRO

AMZ:bas
Enclosures

cc: Kristin Camp, Esquire, Township Solicitor (w/encl. except plans – via email)
Chris Kopitsky, Toll Brothers (w/o enclosures – via email)
Gary Chase, Toll Brothers (w/o enclosures – via email)

LAND DEVELOPMENT AGREEMENT

CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract) **Site Improvements**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 2019, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 ("Developer").

BACKGROUND:

- A. Developer proposes to develop a 40.655 acre piece of property, known as Chester County Tax Parcel Nos. 32-1-30 and 32-1-30.1 situate on the west side of Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and land development known as "Chester Springs Crossing (f/k/a Jankowski Tract)" ("Subdivision/Development").
- B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted preliminary/final land development approval of the Subdivision/Development on October 15, 2018. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. **Definitions; Interpretation.**

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

- (1) "Tract" shall mean all that certain 40.655 acre tract located on the west side of Pottstown Pike, Upper Uwchlan Township, Chester

County, Pennsylvania, and which is more fully and further shown and described on the Plans.

- (2) "Plans" shall mean the land development plan entitled "Preliminary/Final Land Development Plan of Jankowski Tract" prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017 last revised July 19, 2019, consisting of thirty (30) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) "Subject Land Development" or "Project" shall mean the proposed land development of the Tract for fifty-five (55) single-family detached dwellings, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.
- (4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully shown, identified or otherwise described on and by the Plans.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached hereto as Exhibit "B" and made a part hereof. The sanitary sewer improvements for the project are subject to separate Development and Financial Security Agreements between Developer and the Township and are not included in the Improvement of the Secured Improvements.
- (6) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security

substituted therefor) and the funds representative thereof and therein.

- (8) "Surety" shall mean the bonding company chosen by Developer, which posts the Financial Security with the Township. The Surety must be authorized to conduct business in the Commonwealth of Pennsylvania.
- (9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (10) "Subdivision and Land Development Ordinance" shall mean the Upper Uwchlan Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Land Development shall be subject to the provisions of Section 508(4) of the MPC.
- (11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
- (12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

- B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or the MPC.

2. **Construction and Completion of Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Secured Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate

governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
 - (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer and the Financial Institution have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Secured Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Secured Improvements during and after construction thereof, provided however, that in the case of Secured Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or otherwise transferred or

assigned) Secured Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Secured Improvements" shall mean, without limitation, keeping the Secured Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained in accordance with the design and specifications thereof as shown on the Plans, and with respect to Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other obstructions to motor vehicular traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, and provided that Developer is first given written notice by Township specifying the failure of repair or maintenance and an opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:
- (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair and maintenance, or otherwise, with respect to the Improvements subject of the default); and
 - (2) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the

Township for and otherwise related to any such legal and/or equitable action or proceeding.

- G. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the cost of such inspection shall be paid by Developer.
- H. Developer agrees that it will obtain use and occupancy permits as required under the Township's Zoning Ordinance prior to permitting occupancy of any dwelling or any building within the Project.
- I. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

3. **Guaranty of Completion of Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to the Subject Land Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.
- C. The initial amount of the Financial Security shall be One Million Seven Hundred Ninety-Nine Thousand Two Hundred Sixty-Two and 35/100 Dollars (\$1,799,262.35), which is 110% of the total cost estimate of the Secured Improvements plus additional security for construction inspections as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township and with respect to the same, hereby agrees to tender to the

Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township:

- (1) All those certain new streets/roads, designated on the Plans as Milford Road extension, Maggie Lane and Michael Way to the full ultimate rights-of-way widths and lengths thereof, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said streets or roads in accordance with and pursuant to the Plans and this Agreement;
 - (2) All portions of the Tract, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of Pottstown Pike, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement; and
 - (3) Any or all other facilities specified to be dedicated to the Township as part of the approval of the Plans.
- B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:
- (1) Certification by the Township Engineer that all Improvements which are to be dedicated have been satisfactorily completed fully in accordance with the terms of Section 2 above;
 - (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Improvements to be accepted for dedication; and
 - (3) Advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 7 below;

5. **Maintenance Bond or Other Financial Security.**

The maintenance bond or other financial security, to be deposited by Developer under Section 4.B(2) above as a condition to the Township's acceptance of dedication of any of the Improvements offered for dedication under Section 4.A shall be in accordance with the following:

- (1) The form and provisions of the bond or other financial security shall reasonably be approved by the Township Solicitor;
- (2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC;
- (3) The bond or other financial security shall be posted with (1) a bonding company; or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;
- (4) The bond or other financial security shall provide for and secure to the public, as represented by the Township with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement, in accordance with the design and specifications thereof as shown on the Plans, for a term of eighteen (18) months from the date when the Township accepts dedication of each such Improvement;
- (5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated Improvements covered by the bond or other financial security;
- (6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term and provided that written notice and opportunity to cure has first been given to Developer and Developer has failed to cure, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to the Township, or its order, from time to time, as the Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights

and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

- (7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees under and in accordance with Section 7 below.

6. **Failure to Complete; Other Default.**

- A. In the event that any of the Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Improvements and pay related costs, expenses and fees.
- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or

negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Improvements.

7. **Advancement and/or Reimbursement of Expenses.**

- A. Developer shall advance and/or reimburse the Township the following:
 - (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.
 - (2) All reasonable costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.
- B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.
- C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.
- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any

other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices. Developer does further warrant that the Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.
- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand, except to the extent caused by the negligence or willful misconduct of the Township.

9. **Notices.**

- A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication

shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, three (3) business days after the date of deposit in the United States mails.

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.
- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.
- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township under the MPC, and/or otherwise at law or in equity.
- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be

rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

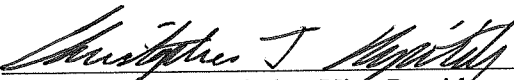
Gwen A. Jonik

Secretary

By: _____
Guy A. Donatelli, Chairperson

**DEVELOPER
TOLL MID-ATLANTIC LP COMPANY, INC.
a Delaware corporation**

Attest: _____

By: 
Christopher J. Kopitsky, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 SS.
 COUNTY OF CHESTER :

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

 Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 SS.
 COUNTY OF CHESTER :

On this 23rd day of July, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher J. Kopitsky, who acknowledged himself to be the Vice President of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Monica D. Close
 Notary Public

My Commission Expires:

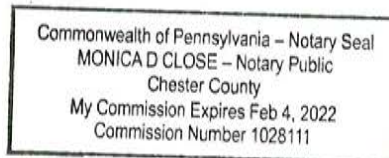


EXHIBIT "A"**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	4272	Overall Title Plan	8/8/17	7/16/19
2-3	4272	Title Plans	8/8/17	7/16/19
4	4272	Conditional Use Order	8/8/17	7/16/19
5	4272	Existing Features Plan	8/8/17	7/16/19
6	4272	Overall Construction Improvement Plan	8/8/17	7/16/19
7-8	4272	Construction Improvement Plans	8/8/17	7/16/19
9	4272	Overall Erosion & Sedimentation Control Plan	8/8/17	7/16/19
10-11	4272	Erosion & Sedimentation Control Plans	8/8/17	7/16/19
12	4272	Overall Post Construction Stormwater Management Plan	8/8/17	3/18/19
13	4272	Post Construction Stormwater Management Plans	8/8/17	3/5/19
14	4272	Post Construction Stormwater Management Plans	8/8/17	3/18/19
15	4272	Open Space Plan	8/8/17	3/18/19
16-17	4272	Utility Plans	8/8/17	7/16/19
18	4272	Overall Landscape Plan	8/8/17	7/16/19
19-20	4272	Landscape Plans	8/8/17	7/16/19
21-23	4272	Profile Sheets	8/8/17	7/16/19
24-30	4272	Detail Sheets	8/8/17	7/16/19

EXHIBIT "B"**FINANCIAL SECURITY**



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

108

July 15, 2019

File No. 04-1214T

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

Reference: Chester Springs Crossing (aka – Jankowski Tract)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,799,262.35**.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq. BBMM, LLC (Via e-mail only)
Mike Downs, PE- Toll Brothers (Via e-mail only)
Danine McCarthy, P.E.- Toll Brothers (Via e-mail only)
Alyson Zarro, Esq. RRHC (Via e-mail only)

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184 West Main Street | Suite 300 | Trappe, PA 19426
Phone: 610-489-4949 | Fax: 610-489-8447

www.gilmore-assoc.com

ESCROW STATUS REPORT

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

PROJECT NAME:	Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT NUMBER:	04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
PROJECT SPONSOR:		TOWNSHIP SECURITY (10%) = \$ 149,938.53	AMOUNT OF ENGINEERING/INSPECTION RELEASE:	\$ -
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	ENGINEERING/INSPECTION (10%) = \$ 149,938.53	AMOUNT OF CURRENT TOTAL RELEASE:	\$ -
ESCROW AGENT:		ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -	TOTAL OF CONST. RELEASES TO DATE:	\$ -
TYPE OF SECURITY:		GRAND TOTAL ESCROWED = \$ 1,799,262.35	CONSTRUCTION ESCROW REMAINING:	\$ 1,499,385.29
AGREEMENT DATE:		RELEASE NO.:	TOTAL RETAINAGE/SECURITY RELEASES TO DATE:	\$ -
		REQUEST DATE:	RETAINAGE/SECURITY ESCROW REMAINING:	\$ 149,938.53
			TOTAL ESCROW REMAINING:	\$ 1,799,262.35
			CONSTRUCTION COMPLETION:	0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING AND GRUBBING											
CLEARING AND GRUBBING	LS	1	\$11,850.00	\$ 11,850.00		\$ -		\$ -	1	\$ 11,850.00	0%
				\$ 11,850.00		\$ -		\$ -		\$ 11,850.00	0%
SUBTOTAL ITEM A											
B. EROSION CONTROL											
CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
12" SILT SOCK	LF	923	\$3.45	\$ 3,184.35		\$ -		\$ -	923	\$ 3,184.35	0%
18" SILT SOCK	LF	255	\$6.00	\$ 1,530.00		\$ -		\$ -	255	\$ 1,530.00	0%
24" SILT SOCK	LF	915	\$16.20	\$ 14,823.00		\$ -		\$ -	915	\$ 14,823.00	0%
EROSION CONTROL MATTING	SF	7,763	\$0.25	\$ 1,940.75		\$ -		\$ -	7,763	\$ 1,940.75	0%
STOCKPILE - 18" SILT FENCE	LF	796	\$1.50	\$ 1,194.00		\$ -		\$ -	796	\$ 1,194.00	0%
TEMP SEED & MULCH	SF	750,000	\$0.04	\$ 30,000.00		\$ -		\$ -	750,000	\$ 30,000.00	0%
ROCK CHECK BERM	LF	51	\$15.00	\$ 765.00		\$ -		\$ -	51	\$ 765.00	0%
ORANGE CONSTRUCTION FENCE	LF	3,820	\$2.00	\$ 7,640.00		\$ -		\$ -	3,820	\$ 7,640.00	0%
				\$ 64,077.10		\$ -		\$ -		\$ 64,077.10	0%
SUBTOTAL ITEM B											
C. STORMWATER											
SEDIMENT BASIN #1 / BIORETENTION BASIN #1											
EARTHWORK	LS	1	\$18,000.00	\$ 18,000.00		\$ -		\$ -	1	\$ 18,000.00	0%
EROSION CONTROL MATTING - SLOPES	SF	26,473	\$0.25	\$ 6,618.25		\$ -		\$ -	26,473	\$ 6,618.25	0%
EMERGENCY SPILLWAY MATTING	SF	1,300	\$0.50	\$ 650.00		\$ -		\$ -	1,300	\$ 650.00	0%
OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
SKIMMER	EA	1	\$1,750.00	\$ 1,750.00		\$ -		\$ -	1	\$ 1,750.00	0%
36" RCP	LF	45	\$146.70	\$ 6,601.50		\$ -		\$ -	45	\$ 6,601.50	0%
ANTI-SEEP COLLARS	EA	2	\$750.00	\$ 1,500.00		\$ -		\$ -	2	\$ 1,500.00	0%
ENDWALL	EA	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
SSF BAFFLE	LF	448	\$17.00	\$ 7,616.00		\$ -		\$ -	448	\$ 7,616.00	0%
BASIN CONVERSION	LS	1	\$7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 7,000.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE: \$ -
PROJECT NUMBER: 04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
PROJECT SPONSOR: MUNICIPALITY: UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$ 149,938.53	AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
ESCROW AGENT:	ENGINEERING/INSPECTION (10%) = \$ 149,938.53	AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TYPE OF SECURITY:	ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -	TOTAL OF CONST. RELEASES TO DATE: \$ -
AGREEMENT DATE:	GRAND TOTAL ESCROWED = \$ 1,799,262.35	CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
	RELEASE NO.:	TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
	REQUEST DATE:	RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
		TOTAL ESCROW REMAINING: \$ 1,799,262.35
		CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
AMENDED SOILS (2 FT DEPTH)	CY	252	\$12.00	\$ 3,024.00		\$ -		\$ -	252	\$ 3,024.00	0%
WASHED 2B STONE (0.5 FT DEPTH)	CY	76	\$15.00	\$ 1,140.00		\$ -		\$ -	76	\$ 1,140.00	0%
4" PERF PVC UNDERDRAIN	LF	207	\$25.00	\$ 5,175.00		\$ -		\$ -	207	\$ 5,175.00	0%
NONWOVEN GEOTEXTILE	SF	4,347	\$0.25	\$ 1,086.75		\$ -		\$ -	4,347	\$ 1,086.75	0%
SEDIMENT BASIN #2 / BIORETENTION BASIN #2											
EARTHWORK	LS	1	\$12,000.00	\$ 12,000.00		\$ -		\$ -	1	\$ 12,000.00	0%
EROSION CONTROL MATTING - SLOPES	SF	25,119	\$0.25	\$ 6,279.75		\$ -		\$ -	25,119	\$ 6,279.75	0%
EMERGENCY SPILLWAY MATTING	SF	3,900	\$0.50	\$ 1,950.00		\$ -		\$ -	3,900	\$ 1,950.00	0%
OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
SKIMMER	EA	1	\$1,750.00	\$ 1,750.00		\$ -		\$ -	1	\$ 1,750.00	0%
24" RCP	LF	226	\$58.02	\$ 13,112.52		\$ -		\$ -	226	\$ 13,112.52	0%
ANTI-SEEP COLLARS	EA	2	\$750.00	\$ 1,500.00		\$ -		\$ -	2	\$ 1,500.00	0%
ENDWALL	EA	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
SSF BAFFLE	LF	822	\$17.00	\$ 13,974.00		\$ -		\$ -	822	\$ 13,974.00	0%
BASIN CONVERSION	LS	1	\$7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 7,000.00	0%
AMENDED SOILS (2 FT DEPTH)	CY	2,170	\$12.00	\$ 26,040.00		\$ -		\$ -	2,170	\$ 26,040.00	0%
WASHED 2B STONE (0.5 FT DEPTH)	CY	200	\$15.00	\$ 3,000.00		\$ -		\$ -	200	\$ 3,000.00	0%
4" PERF PVC UNDERDRAIN	LF	540	\$25.00	\$ 13,500.00		\$ -		\$ -	540	\$ 13,500.00	0%
NONWOVEN GEOTEXTILE	SF	11,340	\$0.25	\$ 2,835.00		\$ -		\$ -	11,340	\$ 2,835.00	0%
RAIN GARDEN #1											
AMENDED SOILS (2 FT DEPTH)	CY	363	\$12.00	\$ 4,356.00		\$ -		\$ -	363	\$ 4,356.00	0%
WASHED 2B STONE (1 FT DEPTH)	CY	182	\$15.00	\$ 2,730.00		\$ -		\$ -	182	\$ 2,730.00	0%
4" PERF PVC UNDERDRAIN	LF	153	\$25.00	\$ 3,825.00		\$ -		\$ -	153	\$ 3,825.00	0%
NONWOVEN GEOTEXTILE	SF	4,901	\$0.25	\$ 1,225.25		\$ -		\$ -	4,901	\$ 1,225.25	0%
RAIN GARDEN #2											
AMENDED SOILS (2 FT DEPTH)	CY	278	\$12.00	\$ 3,336.00		\$ -		\$ -	278	\$ 3,336.00	0%
WASHED 2B STONE (1 FT DEPTH)	CY	139	\$15.00	\$ 2,085.00		\$ -		\$ -	139	\$ 2,085.00	0%
4" PERF PVC UNDERDRAIN	LF	272	\$25.00	\$ 6,800.00		\$ -		\$ -	272	\$ 6,800.00	0%
NONWOVEN GEOTEXTILE	SF	3,750	\$0.25	\$ 937.50		\$ -		\$ -	3,750	\$ 937.50	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE: \$ -
PROJECT NUMBER: 04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
PROJECT SPONSOR: UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$ 149,938.53	AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
MUNICIPALITY:	ENGINEERING/INSPECTION (10%) = \$ 149,938.53	AMOUNT OF CURRENT TOTAL RELEASE: \$ -
ESCROW AGENT:	ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -	TOTAL OF CONST. RELEASES TO DATE: \$ -
TYPE OF SECURITY:	GRAND TOTAL ESCROWED = \$ 1,799,262.35	CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
AGREEMENT DATE:	RELEASE NO.:	TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
	REQUEST DATE:	RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
		TOTAL ESCROW REMAINING: \$ 1,799,262.35
		CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
RAIN GARDEN #3											
AMENDED SOILS (2 FT DEPTH)	CY	520	\$12.00	\$ 6,240.00		\$ -		\$ -	520	\$ 6,240.00	0%
WASHED 2B STONE (1 FT DEPTH)	CY	260	\$15.00	\$ 3,900.00		\$ -		\$ -	260	\$ 3,900.00	0%
4" PERF PVC UNDERDRAIN	LF	487	\$25.00	\$ 12,175.00		\$ -		\$ -	487	\$ 12,175.00	0%
NONWOVEN GEOTEXTILE	SF	7,017	\$0.25	\$ 1,754.25		\$ -		\$ -	7,017	\$ 1,754.25	0%
LEVEL SPREADER SYSTEM	LS	1	\$3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
SUBTOTAL ITEM C				\$ 225,466.77		\$ -		\$ -		\$ 225,466.77	0%
D. EARTHWORK											
STRIP TOPSOIL	CY	5,985	\$ 2.50	\$ 14,962.50		\$ -		\$ -	5,985	\$ 14,962.50	0%
CUT/FILL	CY	11,970	\$ 2.50	\$ 29,925.00		\$ -		\$ -	11,970	\$ 29,925.00	0%
RETURN TOPSOIL	CY	2,993	\$ 3.40	\$ 10,176.20		\$ -		\$ -	2,993	\$ 10,176.20	0%
SUBTOTAL ITEM D				\$ 55,063.70		\$ -		\$ -		\$ 55,063.70	0%
E. STORM SEWER											
15" RCP	LF	599	\$ 40.55	\$ 24,289.45		\$ -		\$ -	599	\$ 24,289.45	0%
18" RCP	LF	1,315	\$ 45.34	\$ 59,622.10		\$ -		\$ -	1,315	\$ 59,622.10	0%
24" RCP	LF	670	\$ 58.02	\$ 38,873.40		\$ -		\$ -	670	\$ 38,873.40	0%
30" RCP	LF	135	\$ 79.55	\$ 10,739.25		\$ -		\$ -	135	\$ 10,739.25	0%
36" RCP	LF	104	\$ 83.00	\$ 8,632.00		\$ -		\$ -	104	\$ 8,632.00	0%
STD TYPE C INLET	EA	32	\$ 2,200.00	\$ 70,400.00		\$ -		\$ -	32	\$ 70,400.00	0%
STD TYPE M INLET	EA	4	\$ 2,200.00	\$ 8,800.00		\$ -		\$ -	4	\$ 8,800.00	0%
STORM MANHOLE	EA	4	\$ 2,500.00	\$ 10,000.00		\$ -		\$ -	4	\$ 10,000.00	0%
ENDWALLS	EA	4	\$ 1,250.00	\$ 5,000.00		\$ -		\$ -	4	\$ 5,000.00	0%
RIP-RAP APRON	EA	4	\$ 500.00	\$ 2,000.00		\$ -		\$ -	4	\$ 2,000.00	0%
SUBTOTAL ITEM E				\$ 238,356.20		\$ -		\$ -		\$ 238,356.20	0%

ESCROW STATUS REPORT

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

PROJECT NAME:	Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT NUMBER:	04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
PROJECT SPONSOR:		TOWNSHIP SECURITY (10%) = \$ 149,938.53	AMOUNT OF ENGINEERING/INSPECTION RELEASE:	\$ -
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	ENGINEERING/INSPECTION (10%) = \$ 149,938.53	AMOUNT OF CURRENT TOTAL RELEASE:	\$ -
ESCROW AGENT:		ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -	TOTAL OF CONST. RELEASES TO DATE:	\$ -
TYPE OF SECURITY:		GRAND TOTAL ESCROWED = \$ 1,799,262.35	CONSTRUCTION ESCROW REMAINING:	\$ 1,499,385.29
AGREEMENT DATE:		RELEASE NO.:	TOTAL RETAINAGE/SECURITY RELEASES TO DATE:	\$ -
		REQUEST DATE:	RETAINAGE/SECURITY ESCROW REMAINING:	\$ 149,938.53
			TOTAL ESCROW REMAINING:	\$ 1,799,262.35
			CONSTRUCTION COMPLETION:	0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
F. PAVING & CURBING											
FINE GRADE	SY	11,377	\$ 1.06	\$ 12,059.62		\$ -		\$ -	11,377	\$ 12,059.62	0%
5" 2A MODIFIED	SY	11,377	\$ 4.90	\$ 55,747.30		\$ -		\$ -	11,377	\$ 55,747.30	0%
5" 25MM BASE	SY	11,377	\$ 18.40	\$ 209,336.80		\$ -		\$ -	11,377	\$ 209,336.80	0%
3" 19MM BINDER	SY	11,377	\$ 12.25	\$ 139,368.25		\$ -		\$ -	11,377	\$ 139,368.25	0%
CLEAN & TACK	SY	11,377	\$ 0.50	\$ 5,688.50		\$ -		\$ -	11,377	\$ 5,688.50	0%
1.5" 9.5MM WEARING	SY	11,377	\$ 6.60	\$ 75,088.20		\$ -		\$ -	11,377	\$ 75,088.20	0%
BELGIAN BLOCK	LF	7,044	\$ 16.40	\$ 115,521.60		\$ -		\$ -	7,044	\$ 115,521.60	0%
MOUNTABLE CURB ISLAND	LF	151	\$ 15.00	\$ 2,265.00		\$ -		\$ -	151	\$ 2,265.00	0%
SIDEWALK	SY	2,020	\$ 35.00	\$ 70,700.00		\$ -		\$ -	2,020	\$ 70,700.00	0%
WALKING TRAIL	SY	2,016	\$ 40.00	\$ 80,640.00		\$ -		\$ -	2,016	\$ 80,640.00	0%
SUBTOTAL ITEM F				\$ 766,415.27		\$ -		\$ -		\$ 766,415.27	0%
G. LANDSCAPING											
SHADE TREES	EA	21	\$350.00	\$ 7,350.00		\$ -		\$ -	21	\$ 7,350.00	0%
STREET TREES	EA	138	\$225.00	\$ 31,050.00		\$ -		\$ -	138	\$ 31,050.00	0%
EVERGREEN TREES	EA	47	\$200.00	\$ 9,400.00		\$ -		\$ -	47	\$ 9,400.00	0%
SHRUBS	EA	55	\$45.00	\$ 2,475.00		\$ -		\$ -	55	\$ 2,475.00	0%
SUBTOTAL ITEM G				\$ 50,275.00		\$ -		\$ -		\$ 50,275.00	0%
H. MISCELLANEOUS											
CONSTRUCTION STAKING	LS	1	\$40,000.00	\$ 40,000.00		\$ -		\$ -	1	\$ 40,000.00	0%
MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	0%
AS-BUILTS	LS	1	\$15,000.00	\$ 15,000.00		\$ -		\$ -	1	\$ 15,000.00	0%
ADA RAMP/TRUNCATED DOMES	EA	6	\$ 500.00	\$ 3,000.00		\$ -		\$ -	6	\$ 3,000.00	0%
SIGNS	EA	29	\$ 200.00	\$ 5,800.00		\$ -		\$ -	29	\$ 5,800.00	0%
PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	0%
FENCE WITH GATE (DOG PARK)	LF	560	\$ 7.00	\$ 3,920.00		\$ -		\$ -	560	\$ 3,920.00	0%
WOODCHIP AREA (DOG PARK)	SF	729	\$ 1.25	\$ 911.25		\$ -		\$ -	729	\$ 911.25	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE: \$ -
PROJECT NUMBER: 04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
PROJECT SPONSOR: UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$ 149,938.53	AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
MUNICIPALITY:	ENGINEERING/INSPECTION (10%) = \$ 149,938.53	AMOUNT OF CURRENT TOTAL RELEASE: \$ -
ESCROW AGENT:	ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -	TOTAL OF CONST. RELEASES TO DATE: \$ -
TYPE OF SECURITY:	GRAND TOTAL ESCROWED = \$ 1,799,262.35	CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
AGREEMENT DATE:	RELEASE NO.:	TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
	REQUEST DATE:	RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
		TOTAL ESCROW REMAINING: \$ 1,799,262.35
		CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
TRASH RECEPTACLE (DOG PARK)	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	2	\$ 1,000.00	0%
BENCH (DOG PARK)	EA	1	\$ 750.00	\$ 750.00		\$ -		\$ -	1	\$ 750.00	0%
SUBTOTAL ITEM H				\$ 87,881.25		\$ -		\$ -		\$ 87,881.25	0%
TOTAL IMPROVEMENTS - ITEMS A-H				\$ 1,499,385.29		\$ -		\$ -		\$ 1,499,385.29	0%
I. RETAINAGE (10%)						-		-			
NET CONSTRUCTION RELEASE				\$ 1,499,385.29		\$ -		\$ -		\$ 1,499,385.29	0%
J. CONTINGENCY (10%)				\$ 149,938.53		\$ -		\$ -		\$ 149,938.53	0%
K. ENGINEERING/INSPECTION (10%)				\$ 149,938.53		\$ -		\$ -		\$ 149,938.53	0%
SURETY AMOUNT				\$ 1,799,262.35		\$ -		\$ -		\$ 1,799,262.35	0%

FINANCIAL SECURITY AGREEMENT

CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract) Site Improvements

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 2019 by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 ("Developer").

BACKGROUND:

A. Developer proposes to develop a 40.655 acre piece of property, known as Chester County Tax Parcel Nos. 32-1-30 and 32-1-30.1 situate on the west side of Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as "Chester Springs Crossing (f/k/a Jankowski Tract)" ("Subdivision/Development").

B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Subdivision/Development on October 15, 2018. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

C. In the Development Agreement, as hereinafter defined, Developer agreed to construct or install the Secured Improvements, as hereinafter defined, and to post Financial Security to guarantee to the Township that the Secured Improvements will be constructed or installed by the date provided for in this Agreement.

D. The parties desire to set forth their agreement and understanding with respect to the said Financial Security and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation.

A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

(2) "Tract" shall mean all that certain 40.655 acre tract of property which is situate on the west side of Pottstown Pike in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final subdivision and/or land development plan set entitled "Preliminary/Final Land Development Plan for Jankowski Tract prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 19, 2019, consisting of thirty (30) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract for fifty-five (55) single-family detached dwellings together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the Improvements that are to be located on the Tract as depicted on the Plans, but excluding the sanitary sewer improvements, which are subject to separate Development and Financial Security Agreements between Developer and the Township.

(6) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached here to as Exhibit "A".

(7) "Completion Date" shall mean the date specified in Section 2.D of the Development Agreement on or before which the Improvements shall be completed.

(8) "Financial Security" shall mean the Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(9) "Surety" shall mean the bonding company chosen by Developer, which issues the Financial Security to the Township. The Surety must be authorized to conduct business in the Commonwealth.

(10) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(11) "Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of the Subject Land Development which is dated on or about the date hereof.

B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement which also appear in the MPC shall have the meanings and shall be interpreted herein as under the MPC.

2. **Financial Security.**

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Financial Security in accordance with the one of the following which is checked:

☐ A restrictive loan account or cash escrow account (either such account being hereinafter described as an "Escrow Account") with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement;

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "B" (the "Letter of Credit");

☒ An unconditional surety bond, issued by Financial Institution as surety to Developer, in form and content satisfactory to the Township Solicitor.

B. The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements.

C. The initial amount of the Financial Security shall be One Million Seven Hundred Ninety-Nine Thousand Two Hundred Sixty-Two and 35/100 Dollars (\$1,799,262.35) which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees needed to reimburse the Township for the Township Engineer's inspection or and report on the Improvements and any reasonable and necessary legal fees and expenses incurred by the Township for the Township Solicitor's fees in enforcing this Agreement.

D. A notation shall appear on the records of the Surety providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. **Adjustments to Financial Security.**

A. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as

permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement and the Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post additional Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Secured Improvements, or any part thereof, are not completed and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may have been previously extended.

B. Notice of any such additional Financial Security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Financial Security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Agreement.

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Surety of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Surety of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which the Township

in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Surety upon such default, without further inquiry being made, to make said payment directly and immediately to the Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) The Township may declare a forfeiture of the Financial Security prior to the performance of any work by or for the Township in order to complete the Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by the Township.

(4) Developer hereby remises, releases and forever discharges the Surety from any and all liability with respect to honoring any such draws by the Township unless finally adjudicated to have been caused by the gross negligence or willful misconduct of the Surety.

(5) In the event of a dispute between Developer and the Township, Developer nevertheless agrees that the provisions of Subsection (1) above shall continue to apply, and that the provisions of Subsection (1) shall not be satisfied by the Surety's payment into court of the amount demanded by the Township but shall be satisfied only by the Surety's payment of the demanded amount directly and immediately to the Township.

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to the Township in the event of default, the Township shall give thirty (30) days advance notice of default to Developer and Surety and Developer and Surety shall have the right to cure such default within the said thirty (30) day

period, provided, however, it is acknowledged by the Township and Developer that the Surety has no obligation to cure any event of default under this Agreement.

6. Costs, Expenses and Fees.

A. If Developer fails to advance or reimburse the Township any reasonable costs, expenses or fees in accordance with and pursuant to Section 7 of the Development Agreement, Developer shall be in default of this Agreement, and the Township shall be authorized to collect the amount thereof from and under the Financial Security (notwithstanding that the amount of the Financial Security, but for this Subsection A, is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Agreement.

B. Developer shall provide additional Financial Security, in a form acceptable to the Township and in the amount by which the Financial Security was reduced by any payment made to the Township from the Financial Security under provisions of Subsection A above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by the Township to Developer. Developer shall also provide the Township, within such fifteen (15)-day period, written proof of such additional Financial Security. The failure of Developer to provide the Township such additional Financial Security and written proof thereof within such time shall constitute a default or breach under this Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both this Agreement and the Development Agreement and/or as otherwise provided by law, until the default or breach is properly and fully cured. The additional Financial Security shall be and constitute Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Financial Security; Termination of Agreement.

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all Improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer and the Financial Institution from and under the Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Surety shall have any further liability under this Agreement.

8. Validity and Enforceability of Financial Security.

A. The Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide verification and proof to the Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Surety, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Surety demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Surety Non-Responsibility.

A. Developer agrees that Surety shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

B. Developer and the Township further agree that Surety shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Surety is to take or not take with respect to the Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Surety assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. **Charges of Surety.**

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Surety under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Surety for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. **Interest.**

If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. **Insolvency of Developer.**

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. **Payments, Reductions or Releases of Financial Security.**

It is expressly and specifically understood, covenanted and agreed by Developer and Surety that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render Developer liable for all damages to the Township, including, without limitation, all costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Surety's obligations under this Section shall render the Surety liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Surety for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

14. **Notices.**

Except as may be otherwise specifically provided in this Financial Security Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, 3 business days after the date of deposit in the United States mails.

15. **Miscellaneous.**

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township. Any such assignment or delegation, without such consent, shall be void.

C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township at law or in equity.

D. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

E. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

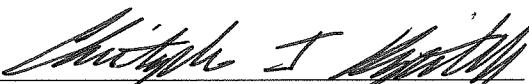
Attest:

Gwen Jonik
Secretary

By: _____
Guy A. Donatelli, Chairperson

**DEVELOPER
TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware Corporation**

Attest:

By: 
Christopher J. Kopitsky, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 23rd day of July, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher J. Kopitsky, who acknowledged himself to be the Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Monica D Close
Notary Public

My Commission Expires:

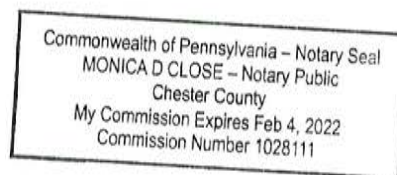


EXHIBIT "A"**List of Secured Improvements**



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

128

July 15, 2019

File No. 04-1214T

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

Reference: Chester Springs Crossing (aka – Jankowski Tract)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,799,262.35**.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq. BBMM, LLC (Via e-mail only)
Mike Downs, PE- Toll Brothers (Via e-mail only)
Danine McCarthy, P.E.- Toll Brothers (Via e-mail only)
Alyson Zarro, Esq. RRHC (Via e-mail only)

BUILDING ON A FOUNDATION OF EXCELLENCE

184 West Main Street | Suite 300 | Trappe, PA 19426
Phone: 610-489-4949 | Fax: 610-489-8447

www.gilmore-assoc.com

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)

PROJECT NUMBER: 04-1214T

PROJECT SPONSOR: UPPER UWCHLAN TOWNSHIP
MUNICIPALITY:

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 149,938.53
ENGINEERING/INSPECTION (10%) = \$ 149,938.53
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,799,262.35

RELEASE NO.:
REQUEST DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ -
CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
TOTAL ESCROW REMAINING: \$ 1,799,262.35
CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING AND GRUBBING											
CLEARING AND GRUBBING	LS	1	\$11,850.00	\$ 11,850.00		\$ -		\$ -	1	\$ 11,850.00	0%
				\$ 11,850.00		\$ -		\$ -		\$ 11,850.00	0%
SUBTOTAL ITEM A											
B. EROSION CONTROL											
CONSTRUCTION ENTRANCE	EA	1	\$3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
12" SILT SOCK	LF	923	\$3.45	\$ 3,184.35		\$ -		\$ -	923	\$ 3,184.35	0%
18" SILT SOCK	LF	255	\$6.00	\$ 1,530.00		\$ -		\$ -	255	\$ 1,530.00	0%
24" SILT SOCK	LF	915	\$16.20	\$ 14,823.00		\$ -		\$ -	915	\$ 14,823.00	0%
EROSION CONTROL MATTING	SF	7,763	\$0.25	\$ 1,940.75		\$ -		\$ -	7,763	\$ 1,940.75	0%
STOCKPILE - 18" SILT FENCE	LF	796	\$1.50	\$ 1,194.00		\$ -		\$ -	796	\$ 1,194.00	0%
TEMP SEED & MULCH	SF	750,000	\$0.04	\$ 30,000.00		\$ -		\$ -	750,000	\$ 30,000.00	0%
ROCK CHECK BERM	LF	51	\$15.00	\$ 765.00		\$ -		\$ -	51	\$ 765.00	0%
ORANGE CONSTRUCTION FENCE	LF	3,820	\$2.00	\$ 7,640.00		\$ -		\$ -	3,820	\$ 7,640.00	0%
				\$ 64,077.10		\$ -		\$ -		\$ 64,077.10	0%
SUBTOTAL ITEM B											
C. STORMWATER											
SEDIMENT BASIN #1 / BIORETENTION BASIN #1											
EARTHWORK	LS	1	\$18,000.00	\$ 18,000.00		\$ -		\$ -	1	\$ 18,000.00	0%
EROSION CONTROL MATTING - SLOPES	SF	26,473	\$0.25	\$ 6,618.25		\$ -		\$ -	26,473	\$ 6,618.25	0%
EMERGENCY SPILLWAY MATTING	SF	1,300	\$0.50	\$ 650.00		\$ -		\$ -	1,300	\$ 650.00	0%
OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
SKIMMER	EA	1	\$1,750.00	\$ 1,750.00		\$ -		\$ -	1	\$ 1,750.00	0%
36" RCP	LF	45	\$146.70	\$ 6,601.50		\$ -		\$ -	45	\$ 6,601.50	0%
ANTI-SLEEP COLLARS	EA	2	\$750.00	\$ 1,500.00		\$ -		\$ -	2	\$ 1,500.00	0%
ENDWALL	EA	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
SSF BAFFLE	LF	448	\$17.00	\$ 7,616.00		\$ -		\$ -	448	\$ 7,616.00	0%
BASIN CONVERSION	LS	1	\$7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 7,000.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE: \$ -
PROJECT NUMBER: 04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
PROJECT SPONSOR: MUNICIPALITY: UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$ 149,938.53	AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
ESCROW AGENT:	ENGINEERING/INSPECTION (10%) = \$ 149,938.53	AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TYPE OF SECURITY:	ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -	TOTAL OF CONST. RELEASES TO DATE: \$ -
AGREEMENT DATE:	GRAND TOTAL ESCROWED = \$ 1,799,262.35	CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
	RELEASE NO.:	TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
	REQUEST DATE:	RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
		TOTAL ESCROW REMAINING: \$ 1,799,262.35
		CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
AMENDED SOILS (2 FT DEPTH)	CY	252	\$12.00	\$ 3,024.00		\$ -		\$ -	252	\$ 3,024.00	0%
WASHED 2B STONE (0.5 FT DEPTH)	CY	76	\$15.00	\$ 1,140.00		\$ -		\$ -	76	\$ 1,140.00	0%
4" PERF PVC UNDERDRAIN	LF	207	\$25.00	\$ 5,175.00		\$ -		\$ -	207	\$ 5,175.00	0%
NONWOVEN GEOTEXTILE	SF	4,347	\$0.25	\$ 1,086.75		\$ -		\$ -	4,347	\$ 1,086.75	0%
SEDIMENT BASIN #2 / BIORETENTION BASIN #2											
EARTHWORK	LS	1	\$12,000.00	\$ 12,000.00		\$ -		\$ -	1	\$ 12,000.00	0%
EROSION CONTROL MATTING - SLOPES	SF	25,119	\$0.25	\$ 6,279.75		\$ -		\$ -	25,119	\$ 6,279.75	0%
EMERGENCY SPILLWAY MATTING	SF	3,900	\$0.50	\$ 1,950.00		\$ -		\$ -	3,900	\$ 1,950.00	0%
OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
SKIMMER	EA	1	\$1,750.00	\$ 1,750.00		\$ -		\$ -	1	\$ 1,750.00	0%
24" RCP	LF	226	\$58.02	\$ 13,112.52		\$ -		\$ -	226	\$ 13,112.52	0%
ANTI-SEEP COLLARS	EA	2	\$750.00	\$ 1,500.00		\$ -		\$ -	2	\$ 1,500.00	0%
ENDWALL	EA	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
SSF BAFFLE	LF	822	\$17.00	\$ 13,974.00		\$ -		\$ -	822	\$ 13,974.00	0%
BASIN CONVERSION	LS	1	\$7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 7,000.00	0%
AMENDED SOILS (2 FT DEPTH)	CY	2,170	\$12.00	\$ 26,040.00		\$ -		\$ -	2,170	\$ 26,040.00	0%
WASHED 2B STONE (0.5 FT DEPTH)	CY	200	\$15.00	\$ 3,000.00		\$ -		\$ -	200	\$ 3,000.00	0%
4" PERF PVC UNDERDRAIN	LF	540	\$25.00	\$ 13,500.00		\$ -		\$ -	540	\$ 13,500.00	0%
NONWOVEN GEOTEXTILE	SF	11,340	\$0.25	\$ 2,835.00		\$ -		\$ -	11,340	\$ 2,835.00	0%
RAIN GARDEN #1											
AMENDED SOILS (2 FT DEPTH)	CY	363	\$12.00	\$ 4,356.00		\$ -		\$ -	363	\$ 4,356.00	0%
WASHED 2B STONE (1 FT DEPTH)	CY	182	\$15.00	\$ 2,730.00		\$ -		\$ -	182	\$ 2,730.00	0%
4" PERF PVC UNDERDRAIN	LF	153	\$25.00	\$ 3,825.00		\$ -		\$ -	153	\$ 3,825.00	0%
NONWOVEN GEOTEXTILE	SF	4,901	\$0.25	\$ 1,225.25		\$ -		\$ -	4,901	\$ 1,225.25	0%
RAIN GARDEN #2											
AMENDED SOILS (2 FT DEPTH)	CY	278	\$12.00	\$ 3,336.00		\$ -		\$ -	278	\$ 3,336.00	0%
WASHED 2B STONE (1 FT DEPTH)	CY	139	\$15.00	\$ 2,085.00		\$ -		\$ -	139	\$ 2,085.00	0%
4" PERF PVC UNDERDRAIN	LF	272	\$25.00	\$ 6,800.00		\$ -		\$ -	272	\$ 6,800.00	0%
NONWOVEN GEOTEXTILE	SF	3,750	\$0.25	\$ 937.50		\$ -		\$ -	3,750	\$ 937.50	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)

PROJECT NUMBER: 04-1214T

PROJECT SPONSOR:
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 149,938.53
ENGINEERING/INSPECTION (10%) = \$ 149,938.53
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,799,262.35

RELEASE NO.:
REQUEST DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ -
CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
TOTAL ESCROW REMAINING: \$ 1,799,262.35
CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
RAIN GARDEN #3											
AMENDED SOILS (2 FT DEPTH)	CY	520	\$12.00	\$ 6,240.00		\$ -		\$ -	520	\$ 6,240.00	0%
WASHED 2B STONE (1 FT DEPTH)	CY	260	\$15.00	\$ 3,900.00		\$ -		\$ -	260	\$ 3,900.00	0%
4" PERF PVC UNDERDRAIN	LF	487	\$25.00	\$ 12,175.00		\$ -		\$ -	487	\$ 12,175.00	0%
NONWOVEN GEOTEXTILE	SF	7,017	\$0.25	\$ 1,754.25		\$ -		\$ -	7,017	\$ 1,754.25	0%
LEVEL SPREADER SYSTEM	LS	1	\$3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
SUBTOTAL ITEM C				\$ 225,466.77		\$ -		\$ -		\$ 225,466.77	0%
D. EARTHWORK											
STRIP TOPSOIL	CY	5,985	\$ 2.50	\$ 14,962.50		\$ -		\$ -	5,985	\$ 14,962.50	0%
CUT/FILL	CY	11,970	\$ 2.50	\$ 29,925.00		\$ -		\$ -	11,970	\$ 29,925.00	0%
RETURN TOPSOIL	CY	2,993	\$ 3.40	\$ 10,176.20		\$ -		\$ -	2,993	\$ 10,176.20	0%
SUBTOTAL ITEM D				\$ 55,063.70		\$ -		\$ -		\$ 55,063.70	0%
E. STORM SEWER											
15" RCP	LF	599	\$ 40.55	\$ 24,289.45		\$ -		\$ -	599	\$ 24,289.45	0%
18" RCP	LF	1,315	\$ 45.34	\$ 59,622.10		\$ -		\$ -	1,315	\$ 59,622.10	0%
24" RCP	LF	670	\$ 58.02	\$ 38,873.40		\$ -		\$ -	670	\$ 38,873.40	0%
30" RCP	LF	135	\$ 79.55	\$ 10,739.25		\$ -		\$ -	135	\$ 10,739.25	0%
36" RCP	LF	104	\$ 83.00	\$ 8,632.00		\$ -		\$ -	104	\$ 8,632.00	0%
STD TYPE C INLET	EA	32	\$ 2,200.00	\$ 70,400.00		\$ -		\$ -	32	\$ 70,400.00	0%
STD TYPE M INLET	EA	4	\$ 2,200.00	\$ 8,800.00		\$ -		\$ -	4	\$ 8,800.00	0%
STORM MANHOLE	EA	4	\$ 2,500.00	\$ 10,000.00		\$ -		\$ -	4	\$ 10,000.00	0%
ENDWALLS	EA	4	\$ 1,250.00	\$ 5,000.00		\$ -		\$ -	4	\$ 5,000.00	0%
RIP-RAP APRON	EA	4	\$ 500.00	\$ 2,000.00		\$ -		\$ -	4	\$ 2,000.00	0%
SUBTOTAL ITEM E				\$ 238,356.20		\$ -		\$ -		\$ 238,356.20	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)

PROJECT NUMBER: 04-1214T

PROJECT SPONSOR: UPPER UWCHLAN TOWNSHIP
MUNICIPALITY:

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 149,938.53
ENGINEERING/INSPECTION (10%) = \$ 149,938.53
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,799,262.35

RELEASE NO.:
REQUEST DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ -
CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
TOTAL ESCROW REMAINING: \$ 1,799,262.35
CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
F. PAVING & CURBING											
FINE GRADE	SY	11,377	\$ 1.06	\$ 12,059.62		\$ -		\$ -	11,377	\$ 12,059.62	0%
5" 2A MODIFIED	SY	11,377	\$ 4.90	\$ 55,747.30		\$ -		\$ -	11,377	\$ 55,747.30	0%
5" 25MM BASE	SY	11,377	\$ 18.40	\$ 209,336.80		\$ -		\$ -	11,377	\$ 209,336.80	0%
3" 19MM BINDER	SY	11,377	\$ 12.25	\$ 139,368.25		\$ -		\$ -	11,377	\$ 139,368.25	0%
CLEAN & TACK	SY	11,377	\$ 0.50	\$ 5,688.50		\$ -		\$ -	11,377	\$ 5,688.50	0%
1.5" 9.5MM WEARING	SY	11,377	\$ 6.60	\$ 75,088.20		\$ -		\$ -	11,377	\$ 75,088.20	0%
BELGIAN BLOCK	LF	7,044	\$ 16.40	\$ 115,521.60		\$ -		\$ -	7,044	\$ 115,521.60	0%
MOUNTABLE CURB ISLAND	LF	151	\$ 15.00	\$ 2,265.00		\$ -		\$ -	151	\$ 2,265.00	0%
SIDEWALK	SY	2,020	\$ 35.00	\$ 70,700.00		\$ -		\$ -	2,020	\$ 70,700.00	0%
WALKING TRAIL	SY	2,016	\$ 40.00	\$ 80,640.00		\$ -		\$ -	2,016	\$ 80,640.00	0%
SUBTOTAL ITEM F				\$ 766,415.27		\$ -		\$ -		\$ 766,415.27	0%
G. LANDSCAPING											
SHADE TREES	EA	21	\$350.00	\$ 7,350.00		\$ -		\$ -	21	\$ 7,350.00	0%
STREET TREES	EA	138	\$225.00	\$ 31,050.00		\$ -		\$ -	138	\$ 31,050.00	0%
EVERGREEN TREES	EA	47	\$200.00	\$ 9,400.00		\$ -		\$ -	47	\$ 9,400.00	0%
SHRUBS	EA	55	\$45.00	\$ 2,475.00		\$ -		\$ -	55	\$ 2,475.00	0%
SUBTOTAL ITEM G				\$ 50,275.00		\$ -		\$ -		\$ 50,275.00	0%
H. MISCELLANEOUS											
CONSTRUCTION STAKING	LS	1	\$40,000.00	\$ 40,000.00		\$ -		\$ -	1	\$ 40,000.00	0%
MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	0%
AS-BUILTS	LS	1	\$15,000.00	\$ 15,000.00		\$ -		\$ -	1	\$ 15,000.00	0%
ADA RAMP/TRUNCATED DOMES	EA	6	\$ 500.00	\$ 3,000.00		\$ -		\$ -	6	\$ 3,000.00	0%
SIGNS	EA	29	\$ 200.00	\$ 5,800.00		\$ -		\$ -	29	\$ 5,800.00	0%
PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	0%
FENCE WITH GATE (DOG PARK)	LF	560	\$ 7.00	\$ 3,920.00		\$ -		\$ -	560	\$ 3,920.00	0%
WOODCHIP AREA (DOG PARK)	SF	729	\$ 1.25	\$ 911.25		\$ -		\$ -	729	\$ 911.25	0%

ESCROW STATUS REPORT

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

PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)

PROJECT NUMBER: 04-1214T

PROJECT SPONSOR:
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 149,938.53
ENGINEERING/INSPECTION (10%) = \$ 149,938.53
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -
GRAND TOTAL ESCROWED = \$ 1,799,262.35

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ -
CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29
TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -
RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53
TOTAL ESCROW REMAINING: \$ 1,799,262.35
CONSTRUCTION COMPLETION: 0%

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
TRASH RECEPTACLE (DOG PARK)	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	2	\$ 1,000.00	0%
BENCH (DOG PARK)	EA	1	\$ 750.00	\$ 750.00		\$ -		\$ -	1	\$ 750.00	0%
SUBTOTAL ITEM H				\$ 87,881.25		\$ -		\$ -		\$ 87,881.25	0%
TOTAL IMPROVEMENTS - ITEMS A-H				\$ 1,499,385.29		\$ -		\$ -		\$ 1,499,385.29	0%
I. RETAINAGE (10%)						\$ -		\$ -			
NET CONSTRUCTION RELEASE				\$ 1,499,385.29		\$ -		\$ -		\$ 1,499,385.29	0%
J. CONTINGENCY (10%)				\$ 149,938.53		\$ -		\$ -		\$ 149,938.53	0%
K. ENGINEERING/INSPECTION (10%)				\$ 149,938.53		\$ -		\$ -		\$ 149,938.53	0%
SURETY AMOUNT				\$ 1,799,262.35		\$ -		\$ -		\$ 1,799,262.35	0%

EXHIBIT "B"

CERTIFICATE OF COMPLETION AND AUTHORIZATION OF REDUCTION AND RELEASE NO. _____

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and Toll Mid-Atlantic LP Company, Inc., ("Developer"), dated _____, 2019, concerning the construction, installation and completion of Improvements in the Chester Springs Crossing (f/k/a Jankowski Tract) Land Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE [Insert Name of Surety], pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of bond by the Surety to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the escrow account.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Improvements described hereinbelow (or any other work performed and Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Improvements (as well as any other work and Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Financial Security authorized by this Certificate and Authorization have been determined as follows:

I. COST OF COMPLETED WORK AND Improvements	\$ _____
II. <i>less</i> AMOUNT OF RETAINAGE (10%)	\$ _____
III. AMOUNT OF REDUCTION AND RELEASE	\$ _____

_____	_____
Date	Township Engineer
_____	_____
Date	Chairperson, Board of Supervisors
_____	_____
Date	Manager

Bond No. 1078005

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, TOLL MID-ATLANTIC LP COMPANY, INC., as Principal, and THE HANOVER INSURANCE COMPANY, as Surety, are jointly and severally held and firmly bound unto UPPER UWCHLAN TOWNSHIP, as Obligee, in the sum of ONE MILLION SEVEN HUNDRED NINETY NINE THOUSAND TWO HUNDRED SIXTY TWO AND 35/100 Dollars (\$1,799,262.35), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 24 TH day of JULY, 2019.

Whereas, the above bounden Principal has ENTERED INTO A FINANCIAL SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP TO PROVIDE SITE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract).

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

TOLL MID-ATLANTIC LP COMPANY, INC.

ATTEST:

Danine McLaughlin

WITNESS:

Arlene Ostroff
Arlene Ostroff - Witness

Gary T. Chase / SCOM

THE HANOVER INSURANCE COMPANY

BY: Daniel P. Dunigan
Daniel P. Dunigan - Attorney in Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brian C. Block, Joseph W. Kolok, Jr., James L. Hahn, William F. Simkiss, Richard J. Decker and/or Daniel P. Dunigan

Of The Simkiss Agency of Paoli, PA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of December, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



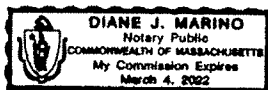
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of December, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24 THday of JULY 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2018

ASSETS

2018

Cash in Banks (Including Short-Term Investments).....	\$ 41,790,100
Bonds and Stocks.....	\$5,954,053,321
Other Admitted Assets.....	<u>\$2,096,407,632</u>
Total Admitted Assets.....	<u>\$8,092,251,053</u>

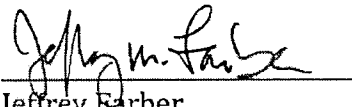
LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....	\$1,764,889,916
Reserve for Loss and Loss Expense	\$3,502,438,810
Reserve for Taxes	\$ 403,277
Funds held under reinsurance treaties	\$ 2,713,483
Reserve for all other liabilities.....	\$ 654,743,002
Capital Stock - \$1.00 par	\$ 5,000,000
Net Surplus	<u>\$2,162,062,565</u>
Policyholders' Surplus	<u>\$2,167,062,565</u>
Total Liabilities, Capital and Surplus.....	<u>\$8,092,251,053</u>

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2018.


Jeffrey Farber
Assistant Treasurer



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

139

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Chester Springs Crossing – Sanitary Sewer Site Improvements
Consider approval and acceptance of Land Development
Agreement, Financial Security Agreement, Performance Bond
#1078006

DATE: August 15, 2019

The Board of Supervisors granted Final Land Development approval of the Land Development/Sub-Division Plan known as Chester Springs Crossing (Jankowski Tract), 40.655 acres located on two parcels 32-1-30 and 32-1-30.1, located on Pottstown Pike, on October 18, 2018. Attached for your review and consideration are the associated, required land development agreement, financial security agreement and Sanitary Sewer Site Improvement Performance Bond - #1078006 in the amount of \$452,955.60. The agreements have been reviewed and approved by the Township Solicitor. The estimated costs for the installation of onsite sanitary sewer infrastructure, \$452,955.60, have been reviewed and approved by the Township's sanitary sewer engineering firm, ARRO Consulting.

I would respectfully request that the BOS approve the attached land development agreement, financial security agreement and performance bond #1078006 in the amount of \$452,955.60.

ALYSON M. ZARRO
Alyson@rrhc.com
Extension: 202



August 9, 2019

Via hand delivery

Gwen Jonik, Township Secretary
Upper Uwchlan Township
415 Eagleview Boulevard
Suite 116
Exton, PA 19341

Re: Toll/Chester Springs Crossing (f/k/a Jankowski)

Dear Gwen:

Enclosed are the following original documents pertaining to the above-referenced subdivision and land development, which have been executed on behalf of Toll Mid-Atlantic LP Company, Inc.:

1. Three (3) originals of the Land Development Agreement for site improvements;
2. Three (3) originals of the Financial Security Agreement for site improvements;
3. Three (3) originals of the Land Development Agreement for sanitary sewer improvements;
4. Three (3) originals of the Financial Security Agreement for sanitary sewer improvements;
5. Three (3) originals of the Stormwater Best Management Practices and Conveyances Operation and Maintenance Agreement;
6. Three (3) originals of a Deed of Dedication for additional right-of-way of Route 100;
7. One (1) original Subdivision Bond No. 1078005 in the amount of \$1,799,262.35 for site improvements; and
8. One (1) original Subdivision Bond No. 1078006 in the amount of \$452,955.60 for sanitary sewer improvements.

Additionally, enclosed are seven (7) sets of the Preliminary/Final Plan for the Jankowski Tract prepared by E.B. Walsh & Associates, Inc., dated August 8, 2017 and last revised July 16, 2019, which has been signed by Toll.

Finally, enclosed are seven (7) copies of drawings for construction of Jankowski Tract Pottstown Pike, State Route 100.

Gwen Jonik, Township Secretary
August 9, 2019
Page 2

Once documents and plans have been accepted and signed, I would be happy to coordinate with you for completion of recording. Thank you.

Very truly yours,



ALYSON M. ZARRO

AMZ:bas
Enclosures

cc: Kristin Camp, Esquire, Township Solicitor (w/encl. except plans – via email)
Chris Kopitsky, Toll Brothers (w/o enclosures – via email)
Gary Chase, Toll Brothers (w/o enclosures – via email)

LAND DEVELOPMENT AGREEMENT

CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract) **Sanitary Sewer Improvements**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 2019, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 ("Developer").

BACKGROUND:

- A. Developer proposes to develop a 40.655 acre piece of property, known as Chester County Tax Parcel Nos. 32-1-30 and 32-1-30.1 situate on the west side of Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as "Chester Springs Crossing (f/k/a Jankowski Tract)" ("Subdivision/Development").
- B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Subdivision/Development on October 15, 2018. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation.

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
 - (1) "Tract" shall mean all that certain 40.655 acre tract located on the west side of Pottstown Pike, Upper Uwchlan Township, Chester

County, Pennsylvania, and which is more fully and further shown and described on the Plans.

- (2) "Plans" shall mean the land development plan entitled "Preliminary/Final Land Development Plan of Jankowski Tract" prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2019, last revised July 16, 2019, consisting of thirty (30) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) "Subject Land Development" or "Project" shall mean the proposed land development of the Tract for fifty-five (55) single-family detached dwellings, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.
- (4) "Improvements" shall mean all those sanitary sewers, as the same are more fully shown, identified or otherwise described on and by the Plans. The other site improvements for the Project are subject to separate Development and Financial Security Agreements between Developer and Township.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached hereto as Exhibit "B" and made a part hereof.
- (6) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (8) "Surety" shall mean the bonding company chosen by Developer, which posts the Financial Security with the Township. The Surety

must be authorized to conduct business in the Commonwealth of Pennsylvania.

- (9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (10) "Subdivision and Land Development Ordinance" shall mean the Upper Uwchlan Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Land Development shall be subject to the provisions of Section 508(4) of the MPC.
- (11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
- (12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

- B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or the MPC.

2. Construction and Completion of Improvements.

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Secured Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer and the Financial Institution have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Secured Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Secured Improvements during and after construction thereof, provided however, that in the case of Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or otherwise transferred or assigned) Secured Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Secured Improvements" shall mean, without limitation, keeping the Secured Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained in accordance with the

design and specifications thereof as shown on the Plans, and with respect to Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other obstructions to motor vehicular traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, and provided that Developer is first given written notice by Township specifying the failure of repair or maintenance and an opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:
- (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair and maintenance, or otherwise, with respect to the Improvements subject of the default); and
 - (2) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the Township for and otherwise related to any such legal and/or equitable action or proceeding.
- G. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the cost of such inspection shall be paid by Developer.

- H. Developer agrees that it will obtain use and occupancy permits as required under the Township's Zoning Ordinance prior to permitting occupancy of any dwelling or any building within the Project.
- I. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

3. **Guaranty of Completion of Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to the Subject Land Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.
- C. The initial amount of the Financial Security shall be Four Hundred Twenty-Five Thousand Nine Hundred Fifty-Five and 60/100 Dollars (\$425,955.60), which is 110% of the total cost estimate of the Secured Improvements plus 10% of the estimated cost of the Secured Improvements for testing, televising and inspections as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township and with respect to the same, hereby agrees to tender to the Township, as applicable, deeds of dedication or easements containing such provisions and in such form as shall be approved by the Township:
 - (1) All sanitary sewer easement areas, and the sanitary sewer facilities constructed within such easement areas, as are shown on the Plans.

B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:

- (1) Certification by the Township Engineer that all Improvements which are to be dedicated have been satisfactorily completed fully in accordance with the terms of Section 2 above;
- (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Improvements to be accepted for dedication; and
- (3) Advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 7 below;

5. **Maintenance Bond or Other Financial Security.**

The maintenance bond or other financial security, to be deposited by Developer under Section 4.B(2) above as a condition to the Township's acceptance of dedication of any of the Improvements offered for dedication under Section 4.A shall be in accordance with the following:

- (1) The form and provisions of the bond or other financial security shall reasonably be approved by the Township Solicitor;
- (2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC;
- (3) The bond or other financial security shall be posted with (1) a bonding company; or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;
- (4) The bond or other financial security shall provide for and secure to the public, as represented by the Township with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement, in accordance with the design and specifications thereof as shown on the Plans, for a term of eighteen (18) months from the date when the Township accepts dedication of each such Improvement;
- (5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing

or otherwise completing the dedicated Improvements covered by the bond or other financial security;

- (6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term and provided that written notice and opportunity to cure has first been given to Developer and Developer has failed to cure, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to the Township, or its order, from time to time, as the Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and
- (7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees under and in accordance with Section 7 below.

6. **Failure to Complete; Other Default.**

- A. In the event that any of the Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Financial Security Agreement, and/or the MPC, and/or otherwise at law or in

equity) to: (i) enter upon the Tract and complete all or part of the Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Improvements and pay related costs, expenses and fees.

- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Improvements.

7. **Advancement and/or Reimbursement of Expenses.**

- A. Developer shall advance and/or reimburse the Township the following:
- (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.
 - (2) All reasonable costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.

- B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.
- C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.
- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices. Developer does further warrant that the Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.
- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind,

whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand, except to the extent caused by the negligence or willful misconduct of the Township.

9. **Notices.**

- A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, three (3) business days after the date of deposit in the United States mails.

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.
- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new

Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.

- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township under the MPC, and/or otherwise at law or in equity.
- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.
- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

Gwen Jonik
Secretary

By: _____
Guy A. Donatelli, Chairperson

**DEVELOPER
TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation**

Attest: _____

By:  _____
Christopher J. Kopitsky, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF CHESTER :
 SS.

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

 Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF CHESTER :
 SS.

On this 23rd day of July, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher J. Kopitsky, who acknowledged himself to be the Vice President of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Monica D. Close

 Notary Public

My Commission Expires:

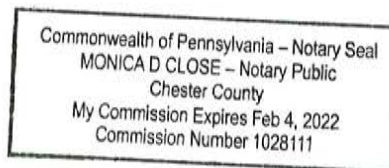


EXHIBIT "A"**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	4272	Overall Title Plan	8/8/17	7/16/19
2-3	4272	Title Plans	8/8/17	7/16/19
4	4272	Conditional Use Order	8/8/17	7/16/19
5	4272	Existing Features Plan	8/8/17	7/16/19
6	4272	Overall Construction Improvement Plan	8/8/17	7/16/19
7-8	4272	Construction Improvement Plans	8/8/17	7/16/19
9	4272	Overall Erosion & Sedimentation Control Plan	8/8/17	7/16/19
10-11	4272	Erosion & Sedimentation Control Plans	8/8/17	7/16/19
12	4272	Overall Post Construction Stormwater Management Plan	8/8/17	3/18/19
13	4272	Post Construction Stormwater Management Plans	8/8/17	3/5/19
14	4272	Post Construction Stormwater Management Plans	8/8/17	3/18/19
15	4272	Open Space Plan	8/8/17	3/18/19
16-17	4272	Utility Plans	8/8/17	7/16/19
18	4272	Overall Landscape Plan	8/8/17	7/16/19
19-20	4272	Landscape Plans	8/8/17	7/16/19
21-23	4272	Profile Sheets	8/8/17	7/16/19
24-30	4272	Detail Sheets	8/8/17	7/16/19

EXHIBIT "B"

157

FINANCIAL SECURITY



February 18, 2019

Trappe Office

350 West Main Street, Suite 200

Trappe, PA 19426

T 610.495.0303

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

RE: Chester Springs Crossing (a.k.a. Jankowski Tract)
Sanitary Sewer Escrow Estimate Review
ARRO #10270.44

Dear Cary:

ARRO Consulting, Inc. has completed its review of the sanitary sewer escrow estimate for the Chester Springs Crossing (a.k.a. Jankowski Tract) subdivision, transmitted by email from Toll Brothers to ARRO on February 18, 2019, as attached. The escrow unit quantities were compared against Sheet Numbers 16, 17 and 21 - 23 of 30 of the Subdivision Plan for Jankowski Tract as prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, and last revised May 18, 2018.

ARRO has no comments to the \$425,955.60 sanitary sewer escrow estimate.

If you have any questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "G. Matthew Brown". The signature is written in a cursive, flowing style with a large, stylized "G" and a long, sweeping underline.

G. Matthew Brown, P.E., DEE
Chief Executive Officer

Attachment

GMB:car

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

TOLL MID-ATLANTIC LP COMPANY, INC.
 CHESTER SPRINGS CROSSING (a.k.a. JANKOWSKI TRACT)
 UPPER UWCHLAN TOWNSHIP
 CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
 2/18/2019

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,326	LF	\$27.25	\$ 90,633.50		\$ -	0	\$ -	3326	\$ 90,633.50	0%
6" PVC SDR35 LATERALS	2,145	LF	\$26.50	\$ 56,842.50		\$ -	0	\$ -	2145	\$ 56,842.50	0%
6" PVC SDR35 LATERAL CONNECTIONS	55	EA	\$145.00	\$ 7,975.00		\$ -	0	\$ -	55	\$ 7,975.00	0%
MANHOLES (4' Diameter)	18	EA	\$2,800.00	\$ 50,400.00		\$ -	0	\$ -	18	\$ 50,400.00	0%
BORE UNDER ROUTE 100	80	LF	\$750.00	\$ 60,000.00		\$ -	0	\$ -	80	\$ 60,000.00	0%
SAWCUT EX. PAVING FOR TRENCH - GARRISON DR.	700	LF	\$2.29	\$ 1,603.00		\$ -	0	\$ -	700	\$ 1,603.00	0%
TRENCH AGGREGATE BACKFILL - GARRISON DR.	700	LF	\$43.60	\$ 30,520.00		\$ -	0	\$ -	700	\$ 30,520.00	0%
TWP ROAD TRENCH PAVING - GARRISON DR.	700	LF	\$13.35	\$ 9,345.00		\$ -	0	\$ -	700	\$ 9,345.00	0%
MILL AND OVERLAY GARRISON DRIVE	2,488	SY	\$13.00	\$ 32,344.00		\$ -	0	\$ -	2488	\$ 32,344.00	0%
SUBTOTAL				\$ 339,663.00		\$ -		\$ -		\$ 339,663.00	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
RE-ESTABLISH PAVEMENT MARKINGS-GARRISON D	1	LS	\$1,000.00	\$ 1,000.00		\$ -	0%	\$ -	100%	\$ 1,000.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 5,000.00		\$ -		\$ -		\$ 5,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		\$ -	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ -		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS				\$ 354,963.00		\$ -		\$ -		\$ 354,963.00	0%
TOWNSHIP SECURITY (10%)	1	LS	\$ 35,496.30	\$ 35,496.30		\$ -	0%	\$ -	100%	\$ 35,496.30	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS	\$ 35,496.30	\$ 35,496.30		\$ -	0%	\$ -	100%	\$ 35,496.30	0%
TOTAL AMOUNT OF ESCROW				\$ 425,955.60		\$ -		\$ -		\$ 425,955.60	0%

SUBMITTED:

TOLL MID-ATLANTIC LP COMPANY, INC.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

April 2, 2019

Trappe Office

350 West Main Street, Suite 200

Trappe, PA 19426

T 610.495.0303

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

RE: Chester Springs Crossing (a.k.a. Jankowski Tract)
Revised Sanitary Sewer Escrow Estimate Review
ARRO #10270.44 ✓

Dear Cary:

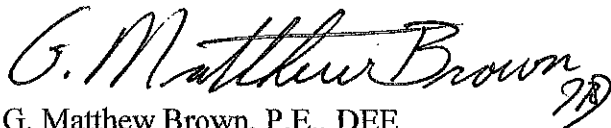
By email dated April 2, 2019, Toll Brothers submitted to ARRO the attached revised Sanitary Sewer escrow estimate for the Chester Springs Crossing (a.k.a. Jankowski Tract) subdivision.

The total amount of escrow was increased to take into account an increase in the Bore Under Route 100 quantity from 80 LF to 110 LF as shown in the most recent Preliminary/Final Subdivision Plan drawings prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised March 18, 2019 and plotted March 28, 2019.

The Total Amount of Escrow has been revised from \$425,955.60 to \$452,955.60.

If you have any questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,



G. Matthew Brown, P.E., DEE
Chairman, Chief Executive Officer

GMB:car

Attachment

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

TOLL MID-ATLANTIC LP COMPANY, INC.
 CHESTER SPRINGS CROSSING (a.k.a. JANKOWSKI TRACT)
 UPPER UWCHLAN TOWNSHIP
 CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
 4/2/2019

161

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,326	LF	\$27.25	\$ 90,633.50		\$ -	0	\$ -	3326	\$ 90,633.50	0%
6" PVC SDR35 LATERALS	2,145	LF	\$26.50	\$ 56,842.50		\$ -	0	\$ -	2145	\$ 56,842.50	0%
6" PVC SDR35 LATERAL CONNECTIONS	55	EA	\$145.00	\$ 7,975.00		\$ -	0	\$ -	55	\$ 7,975.00	0%
MANHOLES (4' Diameter)	18	EA	\$2,800.00	\$ 50,400.00		\$ -	0	\$ -	18	\$ 50,400.00	0%
BORE UNDER ROUTE 100	110	LF	\$750.00	\$ 82,500.00		\$ -	0	\$ -	110	\$ 82,500.00	0%
SAWCUT EX. PAVING FOR TRENCH - GARRISON DR.	700	LF	\$2.29	\$ 1,603.00		\$ -	0	\$ -	700	\$ 1,603.00	0%
TRENCH AGGREGATE BACKFILL - GARRISON DR.	700	LF	\$43.50	\$ 30,520.00		\$ -	0	\$ -	700	\$ 30,520.00	0%
TWP ROAD TRENCH PAVING - GARRISON DR.	700	LF	\$13.35	\$ 9,345.00		\$ -	0	\$ -	700	\$ 9,345.00	0%
MILL AND OVERLAY GARRISON DRIVE	2,488	SY	\$13.00	\$ 32,344.00		\$ -	0	\$ -	2488	\$ 32,344.00	0%
SUBTOTAL				\$ 362,163.00		\$ -		\$ -		\$ 362,163.00	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
RE-ESTABLISH PAVEMENT MARKINGS-GARRISON DR.	1	LS	\$1,000.00	\$ 1,000.00		\$ -	0%	\$ -	100%	\$ 1,000.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 5,000.00		\$ -		\$ -		\$ 5,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		\$ -	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ -		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS				\$ 377,463.00		\$ -		\$ -		\$ 377,463.00	0%
TOWNSHIP SECURITY (10%)	1	LS		\$ 37,746.30		\$ -	0%	\$ -	100%	\$ 37,746.30	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS		\$ 37,746.30		\$ -	0%	\$ -	100%	\$ 37,746.30	0%
TOTAL AMOUNT OF ESCROW				\$ 452,955.60		\$ -		\$ -		\$ 452,955.60	0%

SUBMITTED:

TOLL MID-ATLANTIC LP COMPANY, INC.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

FINANCIAL SECURITY AGREEMENT

CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract)
Sanitary Sewer Improvements

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 2019 by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19.44 ("Developer").

BACKGROUND:

A. Developer proposes to develop a 40.655 acre piece of property, known as Chester County Tax Parcel Nos. 32-1-30 and 32-1-30.1 situate on the west side of Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as "Chester Springs Crossing (f/k/a Jankowski Tract)" ("Subdivision/Development").

B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Subdivision/Development on October 15, 2018. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

C. In the Development Agreement, as hereinafter defined, Developer agreed to construct or install the Secured Improvements, as hereinafter defined, and to post Financial Security to guarantee to the Township that the Secured Improvements will be constructed or installed by the date provided for in this Agreement.

D. The parties desire to set forth their agreement and understanding with respect to the said Financial Security and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation.

A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

(2) "Tract" shall mean all that certain 40.655 acre tract of property which is situate on the west side of Pottstown Pike in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final subdivision and/or land development plan set entitled "Preliminary/Final Land Development Plan for Jankowski Tract prepared by Edward B. Walsh & Associates, Inc., dated August 20, 2017, last revised July 19, 2019, consisting of thirty (30) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract for fifty-five (55) single-family detached dwellings together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the Sanitary Sewer Improvements that are to be located on the Tract as depicted on the Plans, and excluding all other improvements, which are the subject to separate Development and Financial Security Agreements between Developer and the Township.

(6) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached here to as Exhibit "A".

(7) "Completion Date" shall mean the date specified in Section 2.D of the Development Agreement on or before which the Improvements shall be completed.

(8) "Financial Security" shall mean the Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(9) "Surety" shall mean the bonding company chosen by Developer, which issues the Financial Security to the Township. The Surety must be authorized to conduct business in the Commonwealth.

(10) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(11) "Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of the Subject Land Development which is dated on or about the date hereof.

B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement which also appear in the MPC shall have the meanings and shall be interpreted herein as under the MPC.

2. Financial Security.

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Financial Security in accordance with the one of the following which is checked:

☐ A restrictive loan account or cash escrow account (either such account being hereinafter described as an "Escrow Account") with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement;

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "B" (the "Letter of Credit");

☒ An unconditional surety bond, issued by Financial Institution as surety to Developer, in form and content satisfactory to the Township Solicitor.

B. The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements.

C. The initial amount of the Financial Security shall be Four Hundred Twenty-Five Thousand Nine Hundred Fifty-Five and 60/100 Dollars (\$425,955.60) which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees needed to reimburse the Township for the Township Engineer's inspection or and report on the Improvements and any reasonable and necessary legal fees and expenses incurred by the Township for the Township Solicitor's fees in enforcing this Agreement.

D. A notation shall appear on the records of the Surety providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. Adjustments to Financial Security.

A. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as

permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement and the Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post additional Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Secured Improvements, or any part thereof, are not completed and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may have been previously extended.

B. Notice of any such additional Financial Security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Financial Security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Agreement.

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Surety of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Surety of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which the Township

in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Surety upon such default, without further inquiry being made, to make said payment directly and immediately to the Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) The Township may declare a forfeiture of the Financial Security prior to the performance of any work by or for the Township in order to complete the Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by the Township.

(4) Developer hereby remises, releases and forever discharges Surety from any and all liability with respect to honoring any such draws by the Township unless finally adjudicated to have been caused by the gross negligence or willful misconduct of the Surety.

(5) In the event of a dispute between Developer and the Township, Developer nevertheless agrees that the provisions of Subsection (1) above shall continue to apply, and that the provisions of Subsection (1) shall not be satisfied by the Surety's payment into court of the amount demanded by the Township but shall be satisfied only by the Surety's payment of the demanded amount directly and immediately to the Township.

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to the Township in the event of default, the Township shall give thirty (30) days advance notice of default to Developer and Surety and Developer and Surety shall have the right to cure such default within the said thirty (30) day

period, provided, however, it is acknowledged by the Township and Developer that the Surety has no obligation to cure any event of default under this Agreement.

6. Costs, Expenses and Fees.

A. If Developer fails to advance or reimburse the Township any reasonable costs, expenses or fees in accordance with and pursuant to Section 7 of the Development Agreement, Developer shall be in default of this Agreement, and the Township shall be authorized to collect the amount thereof from and under the Financial Security (notwithstanding that the amount of the Financial Security, but for this Subsection A, is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Agreement.

B. Developer shall provide additional Financial Security, in a form acceptable to the Township and in the amount by which the Financial Security was reduced by any payment made to the Township from the Financial Security under provisions of Subsection A above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by the Township to Developer. Developer shall also provide the Township, within such fifteen (15)-day period, written proof of such additional Financial Security. The failure of Developer to provide the Township such additional Financial Security and written proof thereof within such time shall constitute a default or breach under this Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both this Agreement and the Development Agreement and/or as otherwise provided by law, until the default or breach is properly and fully cured. The additional Financial Security shall be and constitute Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Financial Security; Termination of Agreement.

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all Improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the Surety in writing to release the balance of the Financial Security. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer and the Surety from and under the Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Surety shall have any further liability under this Agreement.

8. Validity and Enforceability of Financial Security.

A. The Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide verification and proof to the Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Surety, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Surety demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Surety Non-Responsibility.

A. Developer agrees that Surety shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

B. Developer and the Township further agree that Surety shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Surety is to take or not take with respect to the Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Surety assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. **Charges of Surety.**

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Surety under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Surety for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. **Interest.**

If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. **Insolvency of Developer.**

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. **Payments, Reductions or Releases of Financial Security.**

It is expressly and specifically understood, covenanted and agreed by Developer and Surety that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render Developer liable for all damages to the Township, including, without limitation, all costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Surety's obligations under this Section shall render the Surety liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Surety for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

14. Notices.

Except as may be otherwise specifically provided in this Financial Security Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, 3 business days after the date of deposit in the United States mails.

15. Miscellaneous.

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township. Any such assignment or delegation, without such consent, shall be void.

C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township at law or in equity.

D. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

E. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

Attest:

Gwen Jonik
Secretary

By: _____
Guy A. Donatelli, Chairperson

DEVELOPER

TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

Attest:

By: 
Christopher J. Kopitsky, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
 COUNTY OF CHESTER :

On this _____ day of _____, 2019 before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

 Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 23rd day of July, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher J. Kopitsky, who acknowledged himself to be the Vice President of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Monica D Close

Notary Public

My Commission Expires:

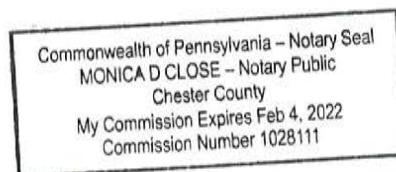


EXHIBIT "A"**List of Secured Improvements**



February 18, 2019

Trappe Office

350 West Main Street, Suite 200

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

Trappe, PA 19426

T 610.495.0303

RE: Chester Springs Crossing (a.k.a. Jankowski Tract)
Sanitary Sewer Escrow Estimate Review
ARRO #10270.44

Dear Cary:

ARRO Consulting, Inc. has completed its review of the sanitary sewer escrow estimate for the Chester Springs Crossing (a.k.a. Jankowski Tract) subdivision, transmitted by email from Toll Brothers to ARRO on February 18, 2019, as attached. The escrow unit quantities were compared against Sheet Numbers 16, 17 and 21 - 23 of 30 of the Subdivision Plan for Jankowski Tract as prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, and last revised May 18, 2018.

ARRO has no comments to the \$425,955.60 sanitary sewer escrow estimate.

If you have any questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "G. Matthew Brown". The signature is written in a cursive, flowing style. To the right of the signature is a small, stylized mark that looks like a checkmark or a flourish.

G. Matthew Brown, P.E., DEE
Chief Executive Officer

Attachment

GMB:car

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

TOLL MID-ATLANTIC LP COMPANY, INC.
 CHESTER SPRINGS CROSSING (a.k.a. JANKOWSKI TRACT)
 UPPER UWCHLAN TOWNSHIP
 CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
 2/18/2019

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,326	LF	\$27.25	\$ 90,633.50		\$ -	0	\$ -	3326	\$ 90,633.50	0%
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MANHOLES (4' Diameter)	18	EA	\$2,800.00	\$ 50,400.00		\$ -	0	\$ -	18	\$ 50,400.00	0%
BORE UNDER ROUTE 100	80	LF	\$750.00	\$ 60,000.00		\$ -	0	\$ -	80	\$ 60,000.00	0%
SAWCUT EX. PAVING FOR TRENCH - GARRISON DR.	700	LF	\$2.29	\$ 1,603.00		\$ -	0	\$ -	700	\$ 1,603.00	0%
TRENCH AGGREGATE BACKFILL - GARRISON DR.	700	LF	\$43.60	\$ 30,520.00		\$ -	0	\$ -	700	\$ 30,520.00	0%
TWP ROAD TRENCH PAVING - GARRISON DR.	700	LF	\$13.35	\$ 9,345.00		\$ -	0	\$ -	700	\$ 9,345.00	0%
MILL AND OVERLAY GARRISON DRIVE	2,488	SY	\$13.00	\$ 32,344.00		\$ -	0	\$ -	2488	\$ 32,344.00	0%
SUBTOTAL				\$ 339,663.00		\$ -		\$ -		\$ 339,663.00	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
RE-ESTABLISH PAVEMENT MARKINGS-GARRISON D	1	LS	\$1,000.00	\$ 1,000.00		\$ -	0%	\$ -	100%	\$ 1,000.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 5,000.00		\$ -		\$ -		\$ 5,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		\$ -	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ -		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS				\$ 354,963.00		\$ -		\$ -		\$ 354,963.00	0%
TOWNSHIP SECURITY (10%)	1	LS	\$ 35,496.30	\$ 35,496.30		\$ -	0%	\$ -	100%	\$ 35,496.30	0%
TESTING/TELEVISION/INSPECTIONS (10%)	1	LS	\$ 35,496.30	\$ 35,496.30		\$ -	0%	\$ -	100%	\$ 35,496.30	0%
TOTAL AMOUNT OF ESCROW				\$ 425,955.60		\$ -		\$ -		\$ 425,955.60	0%

SUBMITTED:

TOLL MID-ATLANTIC LP COMPANY, INC.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

EXHIBIT "B"

CERTIFICATE OF COMPLETION AND AUTHORIZATION OF REDUCTION AND RELEASE NO. _____

WE, THE UNDERSIGNED, HEREBY:

A. **CERTIFY** that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and Toll Mid-Atlantic LP Company, Inc., ("Developer"), dated _____, 2019, concerning the construction, installation and completion of Improvements in the Chester Springs Crossing (f/k/a Jankowski Tract) Land Development have been completed to the extent of the amount indicated in item I below; and

B. **AUTHORIZE** [Insert Name of Surety], pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of a bond by the Surety to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the escrow account.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Improvements described hereinbelow (or any other work performed and Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Improvements (as well as any other work and Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Financial Security authorized by this Certificate and Authorization have been determined as follows:

I. COST OF COMPLETED WORK AND Improvements	\$ _____
II. <i>less</i> AMOUNT OF RETAINAGE (10%)	\$ _____
III. AMOUNT OF REDUCTION AND RELEASE	\$ _____

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

Bond No. 1078006SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, TOLL MID-ATLANTIC LP COMPANY, INC., as Principal, and THE HANOVER INSURANCE COMPANY, as Surety, are jointly and severally held and firmly bound unto UPPER UWCHLAN TOWNSHIP, as Obligee, in the sum of FOUR HUNDRED FIFTY TWO THOUSAND NINE HUNDRED FIFTY FIVE AND 60/100 Dollars (\$452,955.60), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 24 TH day of JULY, 2019.

Whereas, the above bounden Principal has ENTERED INTO A FINANCIAL SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP TO PROVIDE SANIRARY SEWER IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract).

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

TOLL MID-ATLANTIC LP COMPANY, INC.

ATTEST:

Danine McCaskey

WITNESS:

Arlene Ostroff
Arlene Ostroff – Witness

Gary O. Chase/Secy
THE HANOVER INSURANCE COMPANY

BY:

Daniel P. Dunigan – Attorney in Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brian C. Block, Joseph W. Kolok, Jr., James L. Hahn, William F. Simkiss, Richard J. Decker and/or Daniel P. Dunigan

Of The Simkiss Agency of Paoli, PA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of December, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



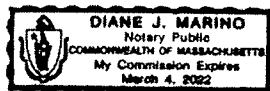
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of December, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24 THday of JULY 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2018

ASSETS

2018

Cash in Banks (Including Short-Term Investments).....	\$ 41,790,100
Bonds and Stocks.....	\$5,954,053,321
Other Admitted Assets.....	\$2,096,407,632
Total Admitted Assets.....	\$8,092,251,053

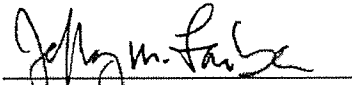
LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....	\$1,764,889,916
Reserve for Loss and Loss Expense.....	\$3,502,438,810
Reserve for Taxes.....	\$ 403,277
Funds held under reinsurance treaties.....	\$ 2,713,483
Reserve for all other liabilities.....	\$ 654,743,002
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	\$2,162,062,565
Policyholders' Surplus.....	\$2,167,062,565
Total Liabilities, Capital and Surplus.....	\$8,092,251,053

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2018.


Jeffrey Farber
Assistant Treasurer



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

183

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Chester Springs Crossing – Stormwater Agreement
Stormwater Best Management Practices and Conveyances
Operation and Maintenance Agreement

DATE: August 15, 2019

The Board of Supervisors granted Final Land Development approval of the Land Development/Sub-Division Plan known as Chester Springs Crossing (Jankowski Tract), 40.655 acres located on Pottstown Pike, on October 18, 2018. Attached for your review and consideration is the Stormwater Best Management Practices and Conveyances Operation and Maintenance Agreement specific to Chester Springs Crossing. Simply put, this agreement details the stormwater infrastructure to be constructed and the manner in which the infrastructure will be operated and maintained.

I would respectfully request that the BOS approve the attached Stormwater Best Management Practices and Conveyances Operation and Maintenance Agreement as presented.

PREPARED BY AND RETURN TO:
 RILEY RIPER HOLLIN & COLAGRECO
 Attn: Alyson M. Zarro, Esquire
 717 Constitution Drive, Suite 201
 P.O. Box 1265
 Exton, PA 19341
 (610) 458-4400

UPI Nos. 32-1-30, Part of 32-1-30.1 (Parcel A),
 Part of 25-6-58.1 (Parcel B and Parcel C)

STORMWATER BEST MANAGEMENT PRACTICES (BMPs)
AND CONVEYANCES OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, 2019 and effective this ____ day of ____, 2019, by and between TOLL MID-ATLANTIC LP COMPANY, INC., (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of deeds of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book 9965, Page 2242 and Deed Book 9965, Page 2230, and identified as UPI Nos. 32-1-30, part of 32-1-30.1 and part of 25-6-58.1 (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property pursuant to a Preliminary/Final Subdivision and Land Development Plan prepared by Edward B. Walsh & Associates, Inc. dated August 8, 2017 and last revised July 16, 2019 ("Final Plan"); and

WHEREAS, the stormwater Best Management Practices (hereinafter "BMP(s)") Operations and Maintenance Plan approved by the Township (hereinafter referred to as the "O&M Plan") for the Property, which is part of the Final Plan and which is attached hereto as

Appendix A and made a part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and conveyances; and

WHEREAS, the Township, and the Landowner, for itself and its successors, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that stormwater BMP(s) and conveyances be constructed and maintained on the Property; and

WHEREAS, for the purposes of this Agreement, the following definitions shall apply:

- **BMP – "Best Management Practice"** - Those activities, facilities, designs, measures or procedures as specifically identified in the O&M Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Township Stormwater Management Ordinance. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs identified in the O&M Plan are permanent appurtenances to the Property; and
- **Conveyance** – As specifically identified in the O&M Plan, a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features. The conveyances identified in the O&M Plan are permanent appurtenances to the Property; and

WHEREAS, the Township requires, through the implementation of the O&M Plan, that stormwater management BMPs and conveyances, as required by said O&M Plan and the Township's Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.
2. The Landowner shall construct the BMP(s) and conveyance(s) in accordance with the Final Plan as approved by the Township.
3. The Landowner shall inspect, operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved O&M Plan.

The Landowner shall, further, provide annual written Inspection and Maintenance Reports for the BMP(s) and conveyance(s) shown on the O&M Plan to the Township.

4. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) and conveyance(s) whenever it deems necessary for compliance with this Agreement, the O&M Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Landowner prior to entering the Property.
5. The Township intends to inspect the BMP(s) and conveyance(s) at a minimum of once every three (3) years to determine if they continue to function as required.
6. The Landowner acknowledges that, per the Township's Stormwater Ordinance, it is unlawful, without written approval of the Township, to:
 - a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or conveyance that is contrasted as part of the approved O&M Plan;
 - b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other debris into a BMP or conveyance that would limit or alter the functioning of the BMP or conveyance;

- c. Allow the BMP or conveyance to exist in a condition which does not conform to the approved O&M Plan or this Agreement; and
 - d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, pool additives, household chemicals, and automotive fluids to directly or indirectly enter any BMP or conveyance.
- 7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M plan in good working order acceptable to the Township, the Township shall send written notice to the Landowner specifying the areas of non-compliance and the steps that shall be taken to cure the noncompliance. In the event that the Landowner does not cure the noncompliance within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within thirty (30) days due to weather conditions, or where otherwise determined by the Township in an emergency situation that notice is not practical or expedient, the Landowner shall be in violation of this Agreement, and the Landowner agrees that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s) and conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
- 8. In the event that the Township, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.
10. The Landowner, for itself and its successors and assigns, hereby releases and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and conveyance(s) either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner, and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or any threatened claim, suit, action or proceeding against the Township, or, at the request of the Township, pay the cost, including attorney's fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township's employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Township, including attorney's fees, regarding said damages, judgments or claims. The foregoing shall not apply where said claim or judgment results from the negligence or willful misconduct of the Township, its employees, agents or designated representatives.
11. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.
12. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyers.. The Homeowners' Association created for the residential development shall be the successor to Landowner or its assigns under this Agreement. The Homeowners' Association shall have all of the rights of the Landowner and shall be responsible for all of the obligations of the Landowner set forth in this Agreement for the stormwater management facilities on the Property upon each transfer of Common Elements (as said term is defined in the Homeowners' Association Declaration for the residential development ("Declaration")) containing BMP(s) from the Declarant (as said term is defined in the Declaration) to the Homeowners' Association.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as their successors and assigns.

This Agreement shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, and shall constitute a covenant running with the Property until such time that the Township may approve a different development scheme for the Property or different BMPs that those depicted on the O&M Plan. In the event of such approval, an amendment to this Agreement or an extinguishment and termination of this Agreement, as applicable, shall be recorded in the Office of the Chester County Recorder of Deeds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives on the date first indicated hereinabove.

ATTEST/WITNESS:

LANDOWNER
TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

BY: 
Christopher J. Kopitsky, Vice President

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: _____
Guy A. Donatelli, Chairperson

COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF CHESTER :

On this, the 23rd day of July, 2019, before me, a Notary Public, the undersigned officer, personally appeared, Christopher J. Kopitsky, who acknowledged himself to be the Vice President of **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Monica D Close

Notary Public

(Notarial Seal)

My Commission Expires:

Commonwealth of Pennsylvania – Notary Seal MONICA D CLOSE – Notary Public Chester County My Commission Expires Feb 4, 2022 Commission Number 1028111
--

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : ss
:

On this, the ____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared, Guy A. Donatelli, who acknowledged himself to be the Chairperson of the Board of Supervisors of **UPPER UWCHLAN TOWNSHIP**, and that he as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as Chairperson.

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

Notary Public

(Notarial Seal)

My Commission Expires:

APPENDIX “A”

THE SITE GEOLOGY DOES NOT INCLUDE ANY CHARACTERISTICS THAT POSE A CONCERN FOR POLLUTION POTENTIAL TO THE WATER TABLE.

THE SOURCE OF HYDROLOGY TO THE WETLANDS IS GROUNDWATER WITH ADDITIONAL HYDROLOGY DURING STORM EVENTS.

CoB - CALIFORN LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP D
 ESB - EDGE MONT CHANNERY LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP A
 GSB - GLADSTONE GRAVELLY LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP B
 GGC - GLADSTONE GRAVELLY LOAM, 8 TO 15 PERCENT SLOPES, HYDROLOGIC SOIL GROUP B
 URB - URBAN LAND-UDORTHMENTS, SHIST AND GNEISS COMPLEX, 8 TO 25 PERCENT SLOPES.

1. ANY WATER THAT IS ENCOUNTERED DURING EXCAVATION MUST BE PUMPED TO AN APPROVED DRAINAGE DEVICE.
2. DISBURSED AREAS MUST BE KEPT TO A MINIMUM AND SEAMINATED IMMEDIATELY UPON COMPLETION OF WORK.
3. IF ANY POUGH IS ENCOUNTERED THAT MUST BE BLASTED TO BE REMOVED,

SOL TYPE	HYDRATION POTENTIAL	DEPTH TO SEALEVEL WATER TABLE	DEPTH TO RECHARGE	HORIZONTAL SOL. COEF.	DETERMINED/ASSUMED DRAINAGE LENGTH	UNITED STATES CUSTOMARY	METRIC (SI, YES/NO)	ALUMINA SOL. YES/NO
CaB	MODERATELY WELL DRAINED	5'-20"	7'2" TO 8'	D	YES	-	NO	NO
CaB	WELL DRAINED	80"	4'2" TO 6'4"	A	YES	-	NO	NO
CaB	WELL DRAINED	80"	4'2" TO 7'6"	B	YES	SC	YES	NO
CaC	WELL DRAINED	80"	4'2" TO 7'6"	A	YES	SG	NO	NO
UapB	WELL DRAINED	80"	20" TO 7'2"	C	YES	-	NO	NO

1. 2010年1月1日以前成立的企业，按照《公司法》及《企业会计准则》的相关规定，对原账面价值大于公允价值的部分进行减值处理，并调整留存收益，同时按照公允价值与账面价值的差额调整所有者权益（增加或减少资本公积或盈余公积、未分配利润等项目）；

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRENCH TO BE COMPLETED IN TWO DAYS THE LENGTH OF PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.
2. WORK SHALL BE STOPPED FOR TRENCING, PLACEMENT OF PIPE, PUMP CONNECTIONS AND BACKFILLING WILL BE SILENT CONTAINED AND SEPARATE FROM THE TRENCHING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
3. ALL SOIL EXCAVATED FROM THE TRENCH WILL BE PLACED ON THE LHWL OF THE TRENCH.
4. LIME DYE TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT SHALL BE COMPLETED WITHIN 24 HOURS OF THE TRENCHING OF THE SAME DAY.
5. WATER THAT ACCUMULATED IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING BEFORE PIPE PLACEMENT AND/OR BACKFILLING BEGINS. WATER REMOVED FROM THE TRENCH SHALL BE PUMPED THROUGH A FILTERING DEVICE.
6. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE CONTRACTOR SHALL BE GRADUATED TO FILL CONTOURS AND UNDESIRABLY STABILIZED.
7. THE CONTRACTOR MUST INSURE THAT NO PROXIMOS OR UTILITIES DISBURD.

NOTES:

THE PERMITTEE SHALL PROVIDE ENGINEERING CONSTRUCTION BY A PROFESSIONAL ENGINEER FOR THE PROPOSED STORMWATER BUMP. SAIDED SUPERVISOR/ENGINEER OR GEOTECHNICAL ENGINEER DURING CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM. THE OWNER/ENGINEER MUST BE NOTIFIED AND THE SYSTEM SHOULD BE RELOCATED TO A VISIBLE SURFACE LOCATION.

PCSW REPORTING AND RECORDKEEPING: THE PCSW PLAN, INSPECTION REPORTS, ANY BUMP REPAIRS AND MONITORING RECORDS SHALL BE AVAILABLE FOR REVIEW

- [illegible]

[illegible]

THE PROJECT IS IN A LOW QUALITY WATERSHED. EXISTING GAGE SHALL BE EXERCISED IN ALL DISTURBANCE ACTIVITIES TO PREVENT FERTILIZER FROM THE WATER OF THE GAGE.

ANY DISTURBED AREA OF WHICH ACTIVITY HAS CEASED AND WHICH WILL BE LEFT OPEN TO THE ELEMENTS OF NATURE SHALL BE REVEGETATED. THIS PROJECT IS IN A SPECIALLY PROTECTED HIGH QUALITY WATERSHED. REUSE OF GAGES ON TRIBUTARIES OF THE BRANNAN CREEK WATERSHED ACTIVITIES THE PROJECT SITE MUST BE MANEUVERED SAVED FROM THE APPLICABLE DISTURBANCE ACTIVITIES.

THE NON-GENERATION PERIODS ARE DEFINED 5/15 AND 5/15/2003 MUST BE A GAGE REVEGETATION PERIOD. THE GAGE MUST BE LINES, FERTILIZER, SEEDS AND MULCHED WATERSHED.

IF ANY CHANGING CHANGES ARE TO BE MADE TO THE TENDENCY OF THE GAGE, PLEASE THE SITE AND THE DISTURBED AREA. THE GAGE MUST BE REVEGETATED AND THE GAGE MUST BE 25-30 FEET FOR THE RECOVERY OF THOSE CHANGES.

THE SITE DRAINS TO AN UNNAMED TRIBUTARY TO BLACK HORSE CREEK WHICH IS IN THE BRANNAN CREEK WATERSHED WHICH IS A SPECIALLY PROTECTED HIGH QUALITY WATERSHED STOCKED AREA. THIS IS A SPECIAL PROTECTION WATERSHED.

[illegible]

3. THE B&M RETENTION BASINS AND RAIN GARDENS REDUCE THE RAIN AND WATERSHED RUNOFF VOLUME AND PREVENT THE PHYSICAL, BIOLOGICAL AND CHEMICAL POLLUTANTS FROM ENTERING THE STAGNANT WATERSHED.
 4. THE B&M RETENTION BASINS AND RAIN GARDENS PREVENT AN INCREASE IN THE RATE OF SIDEWALKER WEAR.
 5. THE B&M RETENTION BASINS AND RAIN GARDENS INCREASE AN INCREASE IN THE VOLUME OF THE PAVED.
 6. THE ROAD MOUND BMP REDUCES FROM THE REQUIRED MOUND TO MINIMIZE IMPACTS.
 7. MAINTAIN THE PROTECTION OF EXISTING GRASSLAND FEATURES AND EXTEND BY PERFORMING CONSTRUCTION SUCH AS: SELECTING AREA WHERE POSSIBLE TO CONSTRUCT THE BMP TO CLEARLY IDENTIFY THE BOUNDARY OF THE PROPOSED GRADING AT 3:1 SLOPES WHERE FEASIBLE.
 8. THE DEVELOPMENT LANE THE AREA BEING OBTAINED TO MINIMIZE SOIL COMPACTION AND THE EFFECTS OF THE CONSTRUCTION OF THE BMP TO THE EXISTING GRASSLANDS IN STAGNANT WATERSHED BY DISCHARGING TO MEADOW/GRASS AREAS.
 9. THE B&M RETENTION BASINS AND RAIN GARDENS DISCHARGE TO MEADOW AREA TO PREVENT THERMAL IMPACTS WITH THE STAGNANT DISCHARGE.
- REFER TO THE PDSM DETAIL SHEET FOR BMP DETAILS.

THE SHORT TERM OPERATION REFERS TO THE TIME PERIOD WHEN THE HYDRO

- [illegible]

FACILITIES INSPECTIONS:

- THE MEMBERSHIP ASSOCIATION IS RESPONSIBLE FOR OBTAINING INSPECTIONS OF THE
IN REVENUE BUREAU AND SANITARIAN ACT PERFORMED BY A PROFESSIONAL DESIGN
INSPECTOR. THE INSPECTION REPORT SHALL BE SUBMITTED TO THE COLLECTOR
INSPECTED BY A PROFESSIONAL DESIGNER.
NOTICE TO THE MEMBERSHIP ASSOCIATION SHALL BE
CONDUCTED BY, OR UNDER THE DIRECTION OF, A REGISTERED
PROFESSIONAL ENGINEER LICENSED IN THE COMMONWEALTH OF
PENNSYLVANIA ON BEHALF OF THE ASSOCIATION ON RESPONSIBLE
ENGINEER AS FOLLOWS:
- A. ANNUALLY FOR THE FIRST 15 (15) YEARS
 - B. ONCE EVERY TWENTY (20) YEARS THEREAFTER; AND
 - C. IMMEDIATELY AFTER THE CESSATION OF A 100-year OR GREATER
SPRINKLE EVENT.
- THE PROFESSIONAL ENGINEER CONDUCTING THE INSPECTION SHALL BE REQUIRED
TO SUBMIT TO THE MEMBERSHIP ASSOCIATION ONE (1) MONTH FOLLOWING
COMPLETION OF THE INSPECTION. THE REPORT WILL PRESENT DOCUMENTATION AND
EVALUATION OF THE INSPECTION. THE REPORT WILL BE REVIEWED BY THE
MEMBERSHIP ASSOCIATION. IF NEEDED, ANY NEEDED REPAIRS SHALL BE IMPLEMENTED
BY THE OTHER MEMBERS OF (1) MONTH OF THE REPORT ISSUANCE DATE.

1. THE BIO-RETENTION BASINS AND RAIN GARDENS ARE

- THE PROJECT ENGINEER MUST BE NOTIFIED IN ADVANCE

A Nostradamus translation will be delayed for this issue and may be

- Bio-Cross areas to be planted with appropriate seeding mixtures as specified and provided with prepared bed consisting of 2-11 days prepared soil consisting of 50% organic leopold, 25% peat humus, 25% sand. If areas are disturbed in future, seed preparation and specifications on this plan must be complied with.

* Statements should be confirmed against the author's original notes.

- Sealant shall be removed from biofiltration basins when accumulation of algae, weeds, debris, and/or other organic material is observed. Accumulation of algae/debris/weeping soils and must comply with all state, local and federal regulations.
- Planting and seeding may be required until vegetation is established and the system is in good working order.
- Drainage may need to be removed approximately twice per year, limited by the amount of rainfall. If the system is not in good working order, plants may be cut down at the end of the growing season.
- Mud should be scraped when erosion is evident. Muds should be removed from the system and disposed of properly. Muds should be required every 2 to 3 years.
- Water level should be continuously reduced or if utilization appears to diminish significantly the system is in failure, the top two inches of water should be removed. If the system is in failure, the removal of water is necessary the soil must be amended, filled, or replaced. Low water levels should be maintained for the entire growing season. The water level in the basin bottom ends should occur, these should be filled to restore the system to normal. The water level should be maintained to compensate for the original planting/seeding jobs.
- Watering may be required during periods of extended drought.
- Debris should be inspected for health twice per year.

the development must be occurred a minimum of four years ago with a commercial

2. The procedure must be conducted when there are no cars parked on the road.
3. The Homeowners Association must keep record of all abutting.

FACILITIES INCLUDE THE FOLLOWING:

1. TWO RETENTION BASINS 1 & 2.
2. RAIN GARDENS 1, 2 & 3.





1. THE OPERATOR SHALL REMOVE FROM THE "X" ACCOUNT OR RECORD OF A

2. NO EXCESS MAY BE STORED/LEFT IN LOW AREAS OR DEPRESSIONS ON THE

THE SITE HAS BEEN UTILIZED FOR AGRICULTURAL WITH UNDISTURBED WOODED AREAS FOR THE PAST FIVE YEARS UP TO AND BEYOND FIFTY YEARS.

TEST PIT	TESTING DEPTH	LIMITING ZONE	INFILTRATION RATE (%)
1/29/1	527.50	BELOW 527.50	1.47
1/29/2	528.50	BELOW 528.50	0.04
1/29/3	524.00	BELOW 522.00	0.09
1/29/4	524.50	BELOW 524.50	0.19
1/29/5	512.00	BELOW 512.00	0.09
1/29/6	526.50	BELOW 520.50	0.07
12/8/16	518.00	BELOW 516.00	0.03

Journal Pre-proof

FEATURE	ACRES
 WOODLAND	5.444 ACRES
 SLOPES 15%-25%	0.114 ACRES
 AREA TO REMAIN UNDISTURBED	7.624 ACRES
 WETLANDS	0.693 ACRES

LOCATION MAP

— — — — —	AM	EXISTING INDEX CONTOUR
.....		EXISTING INTERIOR CONTOUR
— — — — —		PROPOSED CONTOUR
— — — — —	EL ELEV	PROPOSED SPOT ELEVATION
— — — — —		EXISTING INLET
— — — — —	CS	PROPOSED INLET
— — — — —		EXISTING STORM SEWER PIPE
— — — — —		PROPOSED STORM SEWER PIPE
— — — — —		EXISTING STORM MANHOLE
— — — — —	●	PROPOSED STORM MANHOLE
— — — — —		EXISTING SANITARY MANHOLE
— — — — —	●	PROPOSED SANITARY MANHOLE
— — — — —	S	EXISTING SANITARY SEWER PIPE
— — — — —	S	PROPOSED SANITARY SEWER PIPE
— — — — —	G	EXISTING GAS LINE
— — — — —	G	PROPOSED GAS LINE
— — — — —	E	EXISTING ELECTRIC LINE
— — — — —	E	PROPOSED ELECTRIC LINE
— — — — —	■	PROPOSED MONUMENT
— — — — —	W	EXISTING WATER LINE
— — — — —	W	PROPOSED WATER LINE
— — — — —		PIPELINE
— — — — —		EXISTENT BOUNDARY
— — — — —		OPEN SPACE AREA 1.50 FT IN WIDTH OR WITHIN 2 FT OF B.C.
— — — — —	□	PROPOSED CROSSWALK
— — — — —		RUNOFF FLOW DIRECTION

The landowner acknowledges that, per the provisions of the Upper Deckton Township Stormwater

[illegible]

I, ADAM BROWER ON THIS DATE 05/01/2018, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA SET FORTH IN THE UPPER MERIDIAN TOWNSHIP ORDINANCE 152, STORMWATER MANAGEMENT ORDINANCE.

www.elsevier.com/locate/jmb

6.	3-18-19	REVISED PER TWP. ENGINEER REVIEW COMMENTS
3.	3-5-19	REVISED PER TWP. ENGINEER REVIEW COMMENTS
4.	2-11-19	REVISED PER CCCC REVIEW LETTER DATED 1-7-19
3.	3-18-18	REVISED PER TWP. ENGINEER LETTER DATED 3-2-18.
2.	8-8-17	REVISED PER TWP. ENGINEER LETTER DATED 8-8-17.
1.	8-18-17	REVISED ROADWAY IMPROVEMENTS.

SUBDIVISION PLAN FOR

JANKOWSKI TRACT

Edward B. Walsh & Associates, Inc.

725 Downy Forge Rd.
Erie, Pennsylvania 16541

Plotted: 7/18/2019 File: F:\JL\4272\4272-114.pro

UPI NUMBERS 32-1-30-30.1, 25-6-58.1

GRAPHIC SCALE

WETLANDS HYDROLOGY
THE SOURCE OF HYDROLOGY TO THE WETLANDS IS GROUNDWATER WITH ADDITIONAL HYDROLOGY DURING STORM EVENTS.

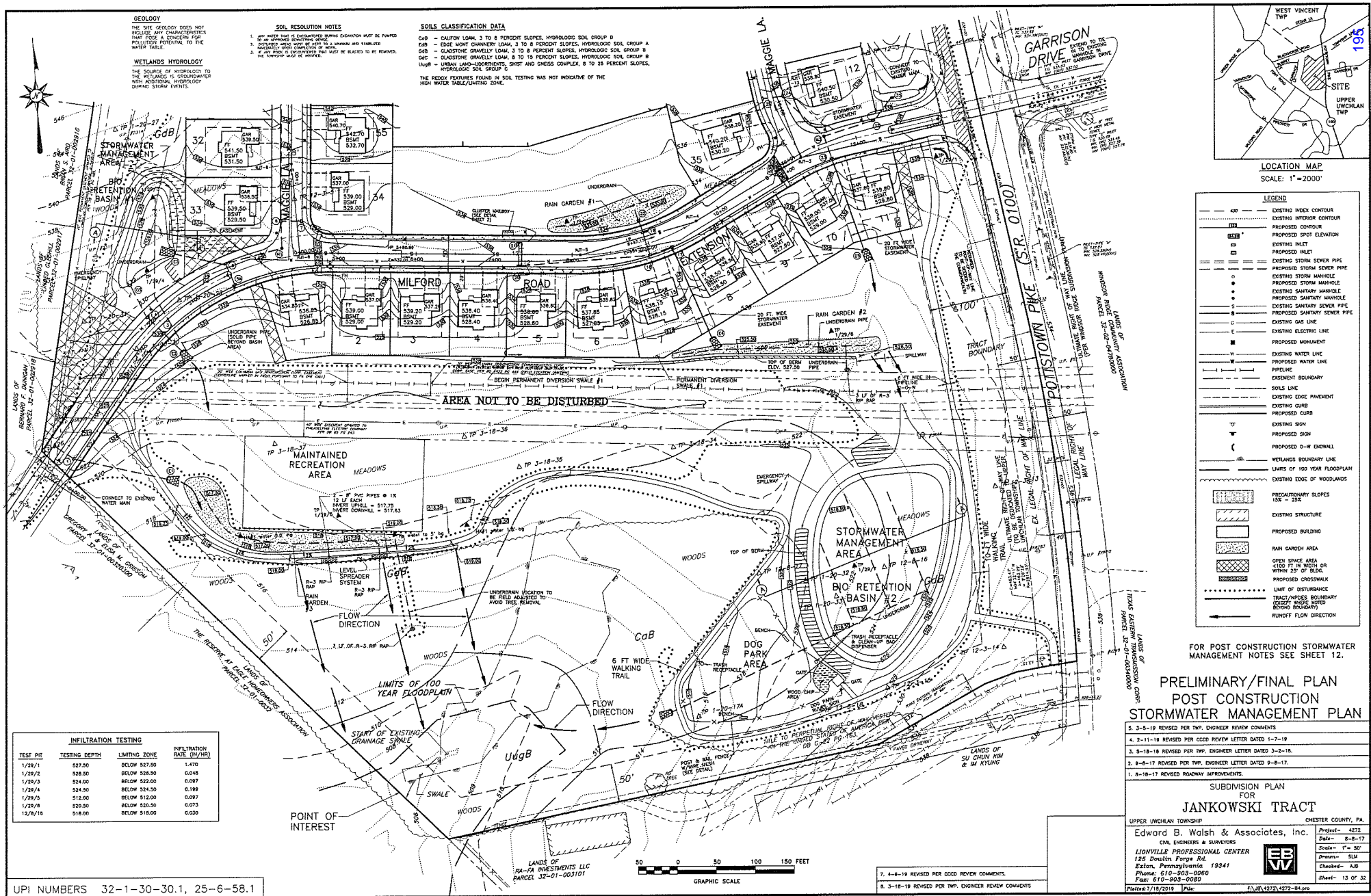
WETLANDS HYDROLOGY

1. ANY WATER THAT IS ENCOUNTERED DURING EXCAVATION MUST BE PUMPED TO AN APPROVED DRAINAGE DEVICE.
2. DISTURBED AREAS MUST BE KEPT TO A MINIMUM AND STABILIZED IMMEDIATELY UPON COMPLETION OF WORK.
3. IF ANY ROCK IS ENCOUNTERED THAT MUST BE BLASTED TO BE REMOVED.

CA9 - CAUTION LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP B
EAC - EDGE MOUNT QUANTARY LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP A
DAB - DUSTYSTONE GRAVELLY LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP B
C48 - CLASTIC GRAVELLY LOAM, 8 TO 15 PERCENT SLOPES, HYDROLOGIC SOIL GROUP B
UugB - URBAN LAND-UNDERTORTS, SHIST AND GNEISS COMPLEX, 8 TO 25 PERCENT SLOPES, HYDROLOGIC SOIL GROUP C

THE REDOX FEATURES FOUND IN SOIL TESTING WAS NOT INDICATIVE OF THE HIGH WATER TABLE/LIMITING ZONE.

THE REDOX FEATURES FOUND IN SOIL TESTING WAS NOT INDICATIVE OF THE HIGH WATER TABLE/UMTING ZONE.



FOR POST CONSTRUCTION STORMWATER
MANAGEMENT NOTES SEE SHEET 12.

PRELIMINARY/FINAL PLAN
POST CONSTRUCTION
STORMWATER MANAGEMENT PLAN

3. 3-5-19 REVISED PER TWP. ENGINEER REVIEW COMMENTS
4. 2-11-19 REVISED PER CCCC REVIEW LETTER DATED 1-7-19
3. 3-18-18 REVISED PER TWP. ENGINEER LETTER DATED 3-2-18.
2. 9-8-17 REVISED PER TWP. ENGINEER LETTER DATED 9-8-17.
1. 8-18-17 REVISED ROADWAY IMPROVEMENTS.

SUBDIVISION PLAN
FOR
JANKOWSKI TRACT

UPPER MERIDIAN TOWNSHIP
Edward B. Walsh & Associates, Inc.

CIVIL ENGINEERS & SURVEYORS
LIONVILLE PROFESSIONAL CENTER
125 Dowlin Forge Rd.
Eaton, Pennsylvania 19341
Phone: 610-265-2666

Phone: 610-903-0060
Fax: 610-903-0080

Plotted: 7/18/2019	File:	F:\JG\4272\4272-84.p
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Project-	4272
Date-	8-8-17
Scale-	1" = 50'
Drawn-	SLM
Checked-	AJB
Sheet-	13 OF 31

10

CnR - CALIFORNIA LOAM, 5 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP D
 EdB - EDGE MOUNT CHALKNEY LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP A
 GdB - GLADSTONE GRAVELLY LOAM, 3 TO 8 PERCENT SLOPES, HYDROLOGIC SOIL GROUP B
 GdB - GLADSTONE GRAVELLY LOAM, 8 TO 15 PERCENT SLOPES, HYDROLOGIC SOIL GROUP D
 UghB - URBAN LAND-UDORTHIC, SHIST AND GNEISS COMPLEX, 8 TO 25 PERCENT SLOPES, HYDROLOGIC SOIL GROUP C

THE PEDON FEATURES FOUND IN SOIL TESTING WAS NOT INDICATIVE OF THE

Bio-filler areas and forebays to be planted with appropriate seeding mixtures as specified and provided. Seeding mixtures shall consist of 2-3% grass seed, 50% topsoil, 50% loam and 50% sand and 50% mulch. If grasses are disturbed in future, appropriate core must be taken to avoid puncturing the liner, and soil preparation and seeding specifications on this plan must be followed.

THE SITE GEOLOGY DOES NOT INCLUDE ANY CHARACTERISTICS THAT POSE A CONCERN FOR POLLUTION POTENTIAL TO THE WATER TABLE.

THE SOURCE OF HYDROLOGY TO THE WETLANDS IS GROUNDWATER WITH ADDITIONAL HYDROLOGY DURING STORM EVENTS.

- * Inspections shall be performed annually to evaluate sediment buildup, erosion, vegetative conditions, etc.
- * Sediment shall be removed from bioretention B&B's when accumulation exceeds one inch. Debris and trash shall be disposed of at suitable disposal/recycling sites and must comply with all state, local or

1. LANE: TWO-WAY CLEARANCE AND GROUPING OPERATIONS TO A DISTANCE COULD BE COMPLETED IN ONE DAY.
2. THE WORK AREA FOR TREMESH PLACEMENT, PLACEMENT OF PIPE, PILE CONSTRUCTION AND BACKFILLING WILL BE SECT OFF AND SEPARATE FROM CLEARING AND CHISELING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
3. ALL SOIL EXCAVATED FROM THE TREMESH WILL BE PLACED ON THE UPDRILL SIDE OF THE TREMESH.
4. PILE CONSTRUCTION AND BACKFILLING TO THE LENGTH OF PIPE PLACEMENT, PILE INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY.
5. WATER THAT ACCUMULATES IN THE OPEN TREMESH WILL BE COMPLETELY REMOVED BY PUMPING BEFORE PIPE PLACEMENT AND/OR BACKFILLING. BEFORE WATER REMOVED FROM THE TREMESH SHALL BE PUMPED THROUGH A FILTERATION DEVICE.
6. ON THE DAY FOLLOWING PIPE PLACEMENT AND TREMESH BACKFILLING, THE EXPOSED AREA WILL BE GRADED TO MATCH COMPOUND AND IMMEDIATELY STABILIZED.
7. THE CONTRACTOR MUST ENSURE THAT NO TREMESH OR UTILITIES DISRUPT

[illegible][illegible]

1. BIO RETENTION BASINS 1 & 2.
2. RAIN GARDENS 1, 2 & 3.

THE PROJECT IS IN A HIGH CATCH WATERSHED. ENTRINE CARE SHOULD BE EXERCISED IN ALL DISTURBANCE ACTIVITIES TO PREVENT DEGRADATION TO THE WATERS OF THE COMMONWEALTH.

ANY DISTURBED AREA ON WHICH ACTIVITY WAS CEASED AND WHICH WILL REMAIN EXPOSED MUST BE SITEED AND MONITORED IMMEDIATELY. BECAUSE THE PROJECT IS IN A SPECIFIC PROTECTED AREA, ANY DISTURBANCE FOLLOWING COMPLETION OF TEMPORARY CLOSURE OF CATCH DISTURBANCE ACTIVITIES, THE PROJECT AREA MUST BE MONITORED FOR AT LEAST THE APPROPRIATE TEMPORARY OR PERMANENT SEASONATION.

THE HIGH-CATCHMENT PERIODS ARE BETWEEN 6/15 AND 8/30 AND 9/15 AND 10/30. GREAT CARES DURING THESE PERIODS MUST BE TAKEN. REPLANTED, SEEDS AND GRAFTED IMMEDIATELY.

IF ANY SIGNIFICANT CHANCES ARE TO BE MADE TO THE EROSION AND SEDIMENTATION CONTROL PLAN, THE QUALITY OF LANDSCAPE WILL CONTACT THE DISTRICT EROSION CONTROL ENGINEER AT (810) 925-4820 FOR THE ADOPTION OF THOSE CHANGES.

1. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE DEPARTMENT'S OFFICE WASTE MANAGEMENT PLAN (OWMP), 24, CODE 280.1 ET SEQ. 271.1 ET SEQ. AND 280.1 ET SEQ. THE CONTRACTOR SHALL NOT ILLEGALLY BURN, DISPOSE OR OTHERWISE ANY HAZARDOUS MATERIALS OR WASTES AT THE SITE. CONSTRUCTION WASTE MUST BE PLACED IN THE DESIGNATED WASTE STORAGE PILES FROM THE SITE. THE CONTRACTORS MUST BE PLACED IN ACCESSIBLE LOCATIONS.
2. NO OILS MAY BE STORED/LEFT IN LOW AREAS OR DEPRESSIONS ON THE SITE.
3. NO FUEL MAY BE STORED ON SITE.

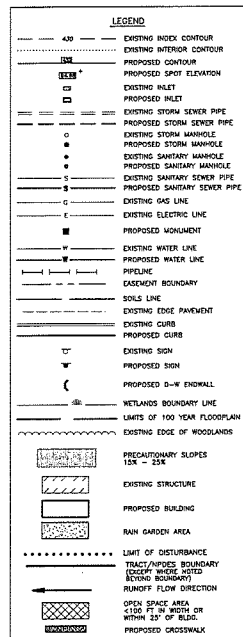
SITE HAS BEEN UTILIZED FOR AGRICULTURAL WITH
TURBID WOODED AREAS FOR THE PAST FIVE YEARS.

[illegible]


CONTRACTORS ASSOCIATION IS RESPONSIBLE FOR ENSURING INSPECTIONS OF THE
TENSION BUCKING AND BOND SADDLES ARE PERFORMED BY A PROFESSIONAL CIVIL
ENGINEER. INDIVIDUALS ARE RESPONSIBLE FOR CHANGING THEIR ON-LIST STATUS
ON THE BASIS OF THE ABOVE NOTED ITEMS SHALL BE
FORWARDED TO THE CIVIL ENGINEER, 10000 N. 10TH AVE., SUITE 100, DENVER,
COLORADO 80231. ENGINEER LOCATED IN THE COUNTRYSIDE OF
DENVER ON BEHALF OF THE APPLICANT OR RESPONDENT
TO FOLLOW UP FOR THE FIRST TIME (31 YEARS)
AND EVERY THREE (3) YEARS THEREAFTER AND
FOR THE CANCELLATION OF A 100-YEAR OR LONGER
TENSILE.

CONTRACTOR, ENGINEER CONCERNING THE APPLICATION SHALL BE INFORMED
WITH A WRITTEN REPORT TO THE COMPANY WITHIN ONE (1) MONTH FOLLOWING
THE RESULTS OF THE INSPECTION. THE REPORT WILL PRESENT DOCUMENTATION AND
RECOMMENDATIONS. CONTRACTORS, ENGINEERS, AND ACCOUNTANTS ARE
NOTIFIED BY MAIL. IF NEEDED, ANY NEEDED REPAIRS SHALL BE COMPLETED
WITHIN 30 DAYS OF THE DATE OF THE REPORT.

1. THE SWP RETENTION BASINS AND RAIN GARDENS ARE CRITICAL SWP'S THAT MUST BE INSPECTED BY A PROFESSIONAL ENGINEER.
THE PROJECT ENGINEER MUST BE NOTIFIED IN ADVANCE FOR INSPECTION OF THE SWP'S LISTED ABOVE.



PRELIMINARY/FINAL PLAN
POST CONSTRUCTION
STORMWATER MANAGEMENT PLAN

3-3-18-18 REVISED PER TWP. ENGINEER REVIEW COMMENTS	
3-3-18-19 REVISED PER TWP. ENGINEER REVIEW COMMENTS	
4-2-11-19 REVISED FOR OCCD REVIEW LETTER DATED 1-7-18	
5-18-18 REVISED PER TWP. ENGINEER LETTER DATED 3-2-18.	
9-8-17 REVISED PER TWP. ENGINEER LETTER DATED 8-8-17.	
1-8-18-17 REVISED ROADWAY APPROXIMATIONS	
SUBDIVISION PLAN FOR JANKOWSKI TRACT	
UPPER UNCLAM TOWNSHIP	CHESTER COUNTY, PA.
Edward B. Walsh & Associates, Inc. CIVIL ENGINEERS & SURVEYORS LIONVILLE PROFESSIONAL CENTER 125 Boutin Forge Rd. Eaton, Pennsylvania 17841 Phone: 610-938-0048 Fax: 610-938-0039	 Prepared - 4/2/13 Date - 8-8-17 Scale - 1" = 50' Drawn - SLW Checked - ABW Sheet - 14 OF 32
PA1642-170919, JOW	PJ-1642-170919, JOW

UPI NUMBERS 32-1-30-30.1, 25-6-58.1

50 0 50 100 150 FEET

GRAPHIC SCALE



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

197

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Chester Springs Crossing
Dedication of Pottstown Pike Right of Way

DATE: August 15, 2019

The Board of Supervisors granted Final Land Development approval of the Land Development/Sub-Division Plan known as Chester Springs Crossing (Jankowski Tract), 40.655 acres located on two parcels 32-1-30 and 32-1-30.1, located on Pottstown Pike, on October 18, 2018. Attached for your review and consideration is a dedication document that grants additional right of way on the west side of Pottstown Pike to the Township. The Township will also be taking traffic easements on both sides of the Milford Road extension to facilitate the possible installation of a traffic signal in the future; the Board will see those documents at your September meeting. The attached deed of dedication document has been reviewed and approved by the Township's consultants.

I would respectfully request that the BOS approve and accept the dedication of the right of way offered as detailed in the attached deed of dedication document.

PREPARED BY & RETURN TO:

Riley Riper Hollin & Colagreco

Attn.: Alyson M. Zarro, Esquire

717 Constitution Drive

Suite 201

Exton, PA 19341

610-458-4400

UPI No. Road Right-of-Way

DEED OF DEDICATION
ROAD RIGHT-OF-WAY

THIS DEED OF DEDICATION, made this _____ day of _____, 2019, by and between **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with an address of 250 Gibraltar Road, Horsham, Pennsylvania 19044 of the one part (hereinafter called "Grantor"); and

UPPER UWCHLAN TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner of a certain tract of ground located in Upper Uwchlan Township, Chester County, Pennsylvania ("Property") on which it intends to develop a residential development in accordance with a Preliminary/Final Subdivision and Land Development Plan for Chester Springs Crossing (f/k/a Jankowski Tract) prepared by Edward B. Walsh & Associates, Inc., Sheets 1 through 30, dated August 8, 2017 and last revised July 19, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____ ("Plan"); and

WHEREAS, the Plan provides for dedication to Grantee of additional right-of-way of Pottstown Pike to Grantee pursuant to the Plan.

WITNESSETH:

NOW, THEREFORE, that the said Grantor, for and in consideration of One Dollar (\$1.00), as well as the advantage to it accruing, as well as for divers and other considerations affecting the public welfare which it seeks to advance, has granted, bargained, dedicated and conveyed, and by these presents does grant, bargain, dedicate and convey unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN road right-of-way described in Exhibit "A" attached hereto and made a part hereof and shown on Exhibit "B" attached hereto and made a part hereof, identified as Pottstown Pike.

TO HAVE AND TO HOLD, the said road right-of-way above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for public road right-of-way and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said road had been opened by a Decree of the Chester County Court of Common Pleas, after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania.

UNDER AND SUBJECT, nevertheless, to:

(1) Grantee expressly acknowledges and agrees that the tract boundary setback required from the Pottstown Pike right-of-way as designated on the Plan for purposes of development shall be measured from the street right-of-way line existing prior to dedication of the additional Pottstown right-of-way described in Exhibit "A" attached hereto ("Additional Right-of-Way") and that the conveyance of the Additional Right-of-Way by Grantor to Grantee is in no way intended to impair or diminish the development rights otherwise applicable to the Property had the conveyance not occurred.

(2) Any covenants, conditions, restrictions and easements of record.

AND the Grantor, for itself, its successors and assigns, does by these presents confirm, promise and agree to and with the Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, will at any time hereafter ask, demand or recover or receive of or from the Grantee, its successors and assigns, any sums or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established.

AND FURTHER, that the said Grantor, for itself, and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the public improvements above-described, conveyed by the Grantor to the said Grantee by this Deed, against the said Grantor, its successors and assigns, and against any and all person or persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said Grantor, or it, them, or any of them, shall and will forever WARRANT AND DEFEND.


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer the day and year above written.

TOLL MID-ATLANTIC LP COMPANY,
INC., a Delaware corporation

ATTEST:

By: _____
Name:
Title:

By: 
Christopher J. Kopitsky
Vice President

ACCEPTED by Upper Uwchlan Township on _____, 2019.

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Gwen A. Jonik, Township Secretary

By: _____
Guy A. Donatelli, Chairman

I hereby certify that the address of the within named Grantee is:

140 Pottstown Pike
Chester Springs, PA 19425

On behalf of the Grantee

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER

SS.

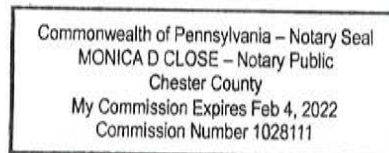
On the 23rd day of July, 2019, before me, a Notary Public in and for the above County and State, personally appeared Christopher J. Kopitsky, who acknowledged himself to be the Vice President of TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, and that he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Mount Place

Notary Public

My Commission Expires:



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER) SS.

On the _____ day of _____, 2019, before me, a Notary Public in and for the above County and State, personally appeared Guy A. Donatelli, who acknowledged him/herself to be the Chairman of the Upper Uwchlan Township Board of Supervisors, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

EXHIBIT "A"

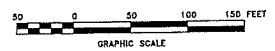


EXHIBIT "B"

206



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering Design / Consultation Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

4272
Tax Parcel 32-1-30
July 18, 2019

**LEGAL DESCRIPTION
RIGHT-OF-WAY WIDENING S.R. 100
ULTIMATE RIGHT-OF-WAY
ALONG THE JANKOWSKI TRACT
UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN strip of land situate in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, shown as "Ultimate Right-of-Way to be Dedicated to Upper Uwchlan Township", on a "Plan of Subdivision for the Jankowski Tract", prepared by Edward B. Walsh & Associates, Exton, PA, dated August 8, 2017, last revised July 16, 2019, being Sheet No. 1, 2 and 3 of a total of 32 sheets, and being more fully described as follows to wit:

BEGINNING at a point on the westerly existing Legal Right of Way line of Pottstown Pike (S.R. 0100), common to the northerly line of lands now or late of Perpetual Right of Way Vested in the United States of America per DB G-22 Pg. 163 (as shown on said Plan), said point also being the southeasterly corner of an Open Space Parcel (15.079 acres); thence from the point of beginning, leaving said existing right-of-way line, along the northerly line of said Perpetual Right of Way Vested in the United States of America the following two (2) courses and distances:

1. South 84 degrees 32 minutes 24 seconds West a distance of 17.03 feet to a point;
2. South 83 degrees 04 minutes 02 seconds West 13.15 feet to a point on the westerly ultimate right-of-way line of said S.R. 0100;

thence along the same the following two (2) courses and distances:

1. over said Open Space Parcel, crossing a 40 feet wide Philadelphia Electric Company Easement, crossing a 50 feet wide Columbia Gas Transmission Corp. Easement and crossing a 30 feet wide Columbia Communications Transmission Corp. Easement located within last said easement, along a curve to the left having a radius of 2,814.93 feet, an arc distance of 463.99 feet and a chord which bears North 4 degrees 32 minutes 11 seconds West 463.47 feet to a point of tangency;

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware & Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985

2. continuing over said Open Space Parcel, crossing a 10 feet wide easement for traffic signals, pedestrian and road improvements, crossing the proposed right-of-way of Milford Road, over another Open Space Parcel (8.107 acres) and crossing another 10 feet wide easement for traffic signals, pedestrian and road improvements, North 9 degrees 15 minutes 31 seconds West 1,200.93 feet to a point on the southeasterly line of lands now or late of Emily Jankowski (Tax Parcel 25-06-0058);

thence along the same, North 51 degrees 44 minutes 06 seconds East 34.30 feet to a point on the westerly existing Legal Right of Way line of Pottstown Pike (S.R. 0100), aforesaid; thence along the same, common to the easterly line of last said Open Space Parcel, the following four (4) courses and distances:

1. South 9 degrees 15 minutes 31 seconds East 635.38 feet to a point;
2. South 80 degrees 44 minutes 29 seconds West 4.93 feet to a point;
3. South 3 degrees 19 minutes 48 seconds East 103.18 feet to a point;
4. partly along a 10 feet wide easement for traffic signals, pedestrian and road improvements, aforesaid, South 9 degrees 14 minutes 21 seconds East 146.28 feet to a point on the northerly right-of-way line of Proposed Milford Road;

thence crossing the right-of-way of the same, South 9 degrees 14 minutes 21 seconds East 114.20 feet to a point on the southerly right-of-way line of the same common to an Open Space Parcel (15.079 acres), aforesaid; thence along said Open Space Parcel the following five (5) courses and distances:

1. partly along another 10 feet wide easement for traffic signals, pedestrian and road improvements, aforesaid, southeasterly along a curve to the right having a radius of 48.00 feet, an arc distance of 35.45 feet and a chord which bears South 29 degrees 35 minutes 47 seconds East 34.65 feet to a point of tangency;
2. continuing along part of said easement, South 8 degrees 26 minutes 11 seconds East 94.90 feet to a point;
3. South 9 degrees 40 minutes 06 seconds East 95.39 feet to a point;
4. North 80 degrees 48 minutes 55 seconds East 4.31 feet to a point;
5. along a curve to the right having a radius of 2,844.93, an arc distance of 461.96 feet and a chord which bears South 4 degrees 31 minutes 58 seconds East 461.45 feet to the point and place of BEGINNING

CONTAINING: 1.010 acres of land, be the same more or less.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

209

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Eagleview Lot 4 – Parking Expansion
Preliminary / Final Land Development Approval

DATE: August 8, 2019

The Board is requested to review the above referenced land development plan and if possible, grant Preliminary / Final Land Development Approval.

Overview:

Hankin is proposing to construct a twenty-seven (27) space parking facility expansion for the office/warehouse building which currently exists on the site.

The Planning Commission reviewed the plan at their July 11, 2019 meeting and recommended Preliminary / Final Approval.

The sole waiver being sought is to allow for "Preliminary / Final" Approval. Due to the limited scope of the project, this is a reasonable request.

Attachments:

Plans last revised June 5, 2019
Gilmore review letter dated July 3, 2019

CBV/dnl/gaj



UPPER UWCHLAN TOWNSHIP MOTION

The Board of Supervisors of Upper Uwchlan Township at their August 19, 2019 meeting hereby grants **Preliminary / Final Land Development Approval** for a plan prepared by Chester Valley Engineers, Inc. titled, "Preliminary Final Land Development Plan for Eagleview Lot 4 for The Hankin Group," dated June 5, 2019.

The following conditions accompany the approval:

1. The plans shall be revised to address the comments raised in the Gilmore & Associates, Inc. June 5, 2019 review letter.
2. A waiver is hereby granted from §162-7.B.(2)(b) & (c) to permit the plan to be considered a Preliminary / Final Land Development Application.



July 3, 2019

File No. 03-0987T14

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

Attention: Cary B. Vargo, Upper Uwchlan Township Manager

Reference: Eagleview Lot 4
Preliminary Land Development Review
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Gilmore & Associates, Inc. (G&A) is in receipt of the following information prepared and submitted by Chester Valley Engineers, Inc. (CVE) on behalf of The Hankin Group, the applicant:

- Preliminary Land Development Application, dated June 4, 2019.
- Plan titled, "Preliminary Final Land Development Plan for Eagleview Lot 4", prepared by Chester Valley Engineers, Inc., dated June 5, 2019.
- Report titled, "Post Construction Stormwater Management Plan Narrative for Eagleview Corporate Center – Lot 4," prepared by Chester Valley Engineers, Inc., dated June 5, 2019.
- Chester County Planning Commission Act 247 County Referral.

The subject site is comprised of one (1) parcel (TMP 32-3-81.3) located south of the Pennsylvania Turnpike (I-76) with two points of access from Pennsylvania Drive. The property is located in the PI Planned Industrial/Office District.

G&A, as well as other Township Consultants, have completed our first review of the above referenced preliminary land development application for compliance with the applicable sections of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and Stormwater Management Ordinance, and wish to submit the following comments for your consideration. Please note that comments with a **(W)** may require relief from the Township Ordinances. A **"(W)"** denotes a waiver that has not been requested but may be needed.

184 West Main Street | Suite 300 | Trappe, PA 19426 | Phone: 610-489-4949 | Fax: 610-489-8447

I. OVERVIEW

The Applicant is proposing to construct twenty-seven (27) proposed parking spaces, curb, and sidewalk for an existing 81,810 sf office/warehouse building on the northeastern portion of the property. Access to the proposed parking area will be taken from an existing access driveway. Stormwater management will be handled by an underground stormwater infiltration basin. Stormwater then connects to an existing stormwater conveyance system in Pennsylvania Drive. The site is part of the East Branch Brandywine Creek and has a designated use of HQ-TSF. Landscaping and lighting improvements are also proposed. There are no FEMA floodplains or floodways located on the site.

II. ZONING ORDINANCE REVIEW

1. §200-73.D.(5)(g) – Additional information should be provided for the proposed ADA access to ensure a compliant access is being provided to the building.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW

1. (W) §162-7.B.(2)(b) & (c) – The Applicant has titled the plans “Preliminary / Final Land Development Plan,” yet the application form was for a Preliminary Plan. The Applicant shall request a waiver to apply for preliminary/final land development application if that is their intention. We would be in support of this waiver request.
2. §162-9.B.(2)(b)[6] – Please provide a north arrow on the Record & Site Layout Plan Sheet 2. Also, please revise the graphic and written scale on the Landscape Plan Sheet 11.
3. §162-52 – Please add the following note to the Erosion & Sediment Control Plan Post-Earthwork Sheet 7:

“Upon completion of other construction, the entire amount of topsoil stripped shall be replaced on the site. No topsoil shall be disposed of, by sale or otherwise, off the site of the construction.”

IV. STORMWATER MANAGEMENT ORDINANCE REVIEW

1. Please revise the infiltration testing elevations for TP-2 and TP-3 in the Infiltration Testing Results Table on the Post-Construction Stormwater Management Plan Sheet 5 as they currently refer to values of 424.5 and 424.2.

2. Please revise the Infiltration Basin Outlet Structure Detail Elevation A-A and Elevation B-B on Sheet 6 to show the manhole lid and rungs and the 4" pvc drain on the correct side of the inlet box to match the Plan View Detail.

V. TOWNSHIP TRAFFIC CONSULTANT COMMENTS
McMAHON ASSOCIATES, INC.

Based on our review, we have no technical comments from a traffic perspective.

VI. TOWNSHIP PLANNING CONSULTANT COMMENTS
BRANDYWINE CONSERVANCY

Background

Eagleview Lot 4 is a 7.955 acre parcel located in the Planned Industrial Zoning District within the Eagleview Corporate Center complex. The lot contains an existing 80,000 square foot office/warehouse building and associated parking areas that were constructed around 1998. The Applicant proposes to construct a new parking area north of the existing office/warehouse with 27 parking spaces including a proposed sidewalk to a building entrance, landscaping, and lighting. An underground infiltration basin is proposed below the proposed parking area to manage stormwater. The total area of disturbance is 0.38 acres.

The project site is located in the Shamona Creek Watershed which is classified as a High-Quality watershed per the Pennsylvania Code, Title 25, Chapter 93.

Pedestrian Access

Subdivision and Land Development Ordinance 162-41.B states that "sidewalks shall be required in any subdivision or land development where it is desirable, in the opinion of the Board, to continue sidewalks that are existing in adjacent developments, or to provide access to community facilities (schools, shopping areas, recreational areas, etc.), or to insure the safety of pedestrians in unusual or peculiar conditions with respect to prospective traffic." The pedestrian trail network in the Eagleview Corporate Center is extensive and well used by residents and employees. An existing paved trail is located on the eastern side of Pennsylvania Avenue and access is currently provided via a sidewalks and pedestrian crossing at the south end of Lot 4.

We recommend that the Township consider whether the Applicant should be required to construct a sidewalk connection and pedestrian crossing at Pennsylvania Avenue from the proposed parking lot expansion at the north end of Lot 4 to the trail on the east side of Pennsylvania Avenue.

Landscaping

The Applicant proposes to remove six (6) 8-10 inch caliper white pines and one (1) 10 inch caliper maple tree that were likely planted at the time of the initial development of Lot 4 some twenty years ago. However, several existing deciduous and evergreen trees will be retained and will provide a partial visual buffer for the new parking facility.

SALDO Subsection 162-57.C(7) describes requirements for Parking Lot Landscaping. Provision (7)(c) specifies that the interior of each parking area shall have at least one shade tree for every five parking spaces. Where 27 new parking spaces are proposed, at least 5 shade trees shall be provided. The landscape plan proposes 5 shade trees as well as shrubs, perennials and evergreens. The existing deciduous and evergreen trees in conjunction with the proposed tree planting satisfies the Parking Lot Landscaping requirements.

SALDO Subsection 162-57.D sets forth minimum planting standards for proposed improvements such as paved areas. For every 2,000 square feet of off-street parking the Applicant is required to provide 1 deciduous tree, 1 evergreen tree, and 4 shrubs. We estimate the proposed parking area to be at least 6,500 square feet and the Applicant proposes 5 deciduous trees, 6 evergreens, 115 shrubs, and 74 perennials/grasses. New plantings of trees, shrubs, and perennials are proposed to create a more robust visual buffer. In our opinion the landscape plan satisfies the minimum planting standards requirement.

VII. TOWNSHIP LIGHTING CONSULTANT COMMENTS STUBBE CONSULTING, LLC.

1. Plan Content – The name of the manufacturer of the specified luminaires was not provided on the Luminaire Schedule, and – §614.D.1.c. requires catalog cut of specified lighting equipment. It is recommended Applicant be requested to include on plan a manufacturer's name and a catalog cut of all specified luminaires.
2. Pole Protection – Two of the poles are directly behind parking spaces, and unless the poles are wooden or located a minimum of 5' behind curb or tire stops, it is recommended Applicant be requested to provide a 30" high concrete base AFG, or other suitable means of pole protection.
3. The .ies photometric file name on plan was illegible. It is recommended Applicant be requested to provide a legible .ies file name.

Reference: Eagleview Lot 4

Preliminary Land Development Review

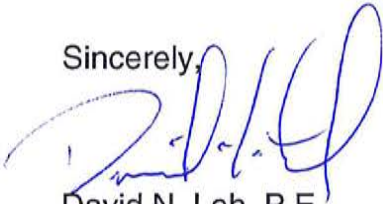
Upper Uwchlan Township, Chester County, PA

File No.: 03-0987T14

July 3, 2019

This concludes our first review of the above referenced preliminary land development application. We would recommend the plans be revised to address the above referenced comments as well as any raised by the Planning Commission and the Board of Supervisors. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David N. Leh', is written over the word 'Sincerely,'.

David N. Leh, P.E.

Municipal Services Manager

Gilmore & Associates, Inc.

cc: Upper Uwchlan Township Board of Supervisors (via email only)
Upper Uwchlan Planning Commission (via email only)
Kristin S. Camp, Esq., BBMM, LLP (via email only)
Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)
Sheila Fleming, Brandywine Consulting (via email only)
Neal Fisher, The Hankin Group (via email only)
John M. Hako, P.E., Chester Valley Engineers, Inc. (via email only)

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PLAN INDEX

THE HANKIN GROUP
CONTACT: NEAL FISHER
VICE PRESIDENT OF DEVELOPMENT
PHONE: (610) 381-1000
E-MAIL: NEAL.FISHER@HANKINGROUP.COM
100 EAGLEVIEW BOULEVARD
EATON, PA 19001

NO.	DATE	REVISION

FOR
THE HANKIN GROUP

UPPER UWCHLAN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

SCALE 1" = 100'	DATE 06/05/19	DRAWN BY S.F.D.	CHECKED BY J.M.H.	DRAWING
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SHEET 1 OF 12

SHEET 1 OF 12

UPPER UMWOLAN TOWNSHIP ACT 181 FACILITIES OWNERS LIST		
XL INSURANCE	BILL LEYDST 520 EAGLEVIEW BLVD., EXTON, PA 19341	610-331-9000
TEXAS EASTERN TRANSMISSION CORP.	P.O. BOX 420 UMWOLAN, PA 19480	610-845-2121
SUNOCO PIPE LINE, LP	525 FRITZTOWN ROAD SINKING SPRINGS, PA 19008	215-494-4225
TEPPCO	DON AYERS 3601 SR 14 NORTH, WATKINS GLEN, NY 14891	607-535-2783
PECO	3200 MARKET STREET 3RD FL., PHILADELPHIA, PA 19104	215-243-1002
COMCAST CABLE	MACK CROWELL 1004 CORNERSTONE BLVD, DOWNTOWN, PA 19335	888-266-2278
BUCKEYE PIPE LINE COMPANY	DONALD SAMULA 5002 BUCKLE ROAD BRYAN, PA 16849	484-232-4000
AQUA PA	762 W LANCASTER AVE EMMAUS, PA 19010-3489	610-525-1402
VERIZON	ERNESTINE DRAFER 900 RACE STREET, 8TH FLOOR, PHILADELPHIA, PA 19107	215-708-4400
COLUMBIA GAS TRANSMISSION CORP.	NANCY HEHR 210 FELLOWSHIP ROAD CHESLER SPRINGS PA, 19425	(810) 458-8412

* ONE CALL TELEPHONE NUMBER : 811 OR 1-800-242-1776
* POCSS SERIAL NUMBER: 20191551993

GENERAL UTILITIES NOTES:

1. BEFORE STARTING WORK, THE CONTRACTOR WILL NOTIFY ALL UTILITY COMPANIES AND OTHER INTERESTED PARTIES OF THE SCHEDULE AND STARTING DATE. DETOURS MUST BE PLANNED AND MARKED BY THE CONTRACTOR, AND THE UTILITIES PROTECTED AS REQUIRED BY THE UTILITY COMPANY.
2. EXISTING UTILITIES SHOWN TAKEN FROM UTILITIES MARKOUT AND UTILITIES RECORD PLANS, ACTUAL LOCATIONS OF UTILITIES MAY VARY FROM THAT WHICH IS SHOWN ON THE MARKOUT PLS. THE CONTRACTOR WILL FIELD VERIFY THE EXACT LOCATIONS OF UTILITIES PRIOR TO STARTING WORK.
3. THE FOLLOWING IS A LIST OF KNOWN UTILITIES IN VICINITY OF THE PROJECT AREA PERMITS (P.A. ACT #36). THE CONTRACTOR WILL VERIFY IF ANY OTHER UTILITIES EXIST WITHIN THE PROJECT LIMITS.

COPYRIGHT
CHESTER VALLEY
EXPRESSLY
PROPRIETARY IN
AND COPIES THE
VALLEY ENGINEER
THIS PROJECT ARE
ARE THEY TO BE
THE EXPRESS
ENGINEERS, INC.
CONSENT OR AG
SPECIFIC PURPOSE
AND WITHOUT UN
INC., THE THIRD
CHESTER VALLEY
AND EXPENSE

NOTE TO USER OF THESE PLANS:

PENNSYLVANIA ACT 581 REQUIREMENTS
UNDERGROUND UTILITIES SERIAL NO. 20191
CHESTER VALLEY ENGINEERS, INC. DOES NOT GUARANTEE THE LOCATION FOR EXISTING SURFACE UTILITIES ON THE PLANS. NOR DOES CHESTER VALLEY ENGINEERS THAT ALL SURFACE STRUCTURES ARE SHOWN. THE VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND STRUCTURES BEFORE THE START OF WORK.

EXCAVATIONS, TRENCHING, AND SHORING
ALL EXCAVATIONS, TRENCHING, AND SHORING OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FOLLOWING UNITED STATES DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH PUBLICATIONS OR THE LATEST VERSIONS THEREOF:

(1) CONSTRUCTION INDUSTRY STANDARDS AND CODES 22037, SUBPART 30, PART 3000/1010 - "TRENCHING AND SHORING"

SEE SHEET 1 FOR
FACILITY OWNER'S
DESIGNATED OFFICE
ADDRESS AND
TELEPHONE NUMBER

PENNSYLVANIA ONE CALL SYSTEM, INC.
CALL 3 WORKING DAYS BEFORE YOU DIG
Call: 811 — 1-800-242-1776

UNIFORM PARCEL IDENTIFIER: 32-03-81.3

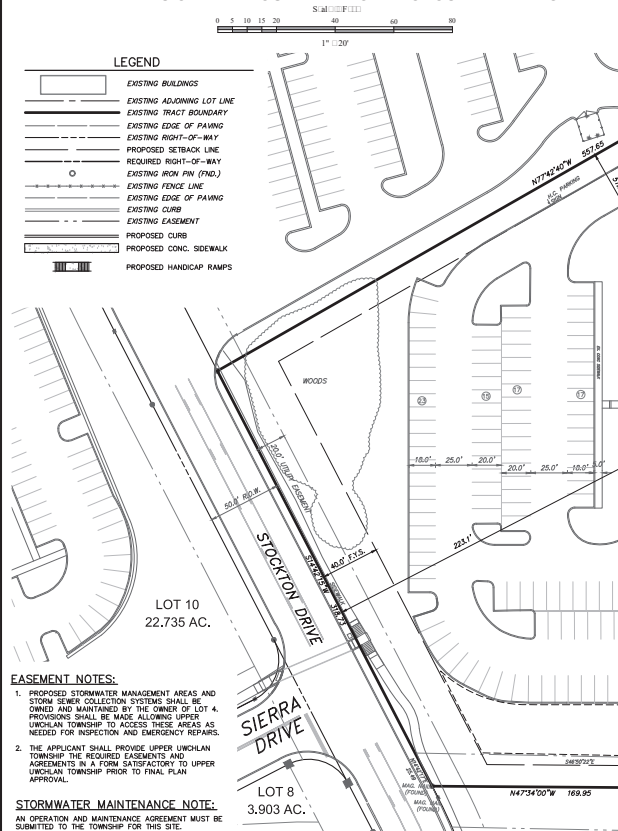
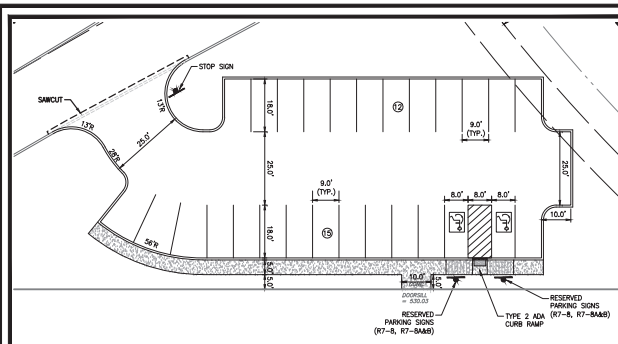
(2) "EXCAVATIONS AND TRENCHING OPERATIONS" (1995 (REVISED)).

POCS SERIAL NUMBER: 2019155199



PENNSYLVANIA ONE CALL SYSTEM, INC.
CALL 3 WORKING DAYS BEFORE YOU DIG
Call: 811 — 1-800-242-1776

POCS SERIAL NUMBER: 2019155199



1. PROPOSED STORMWATER MANAGEMENT AREAS AND STORM SEWER COLLECTION SYSTEMS SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT. PROVISIONS SHALL BE MADE ALLOWING UPPER UWICHLAN TOWNSHIP TO ACCESS THESE AREAS AS NEEDED FOR INSPECTION AND EMERGENCY REPAIRS.
2. THE APPLICANT SHALL PROVIDE UPPER UWICHLAN TOWNSHIP THE REQUIRED EASEMENTS AND AGREEMENTS IN A FORM SATISFACTORY TO UPPER UWICHLAN TOWNSHIP PRIOR TO FINAL PLAN APPROVAL.

NOTE TO USER OF THESE PLANS:

[illegible]

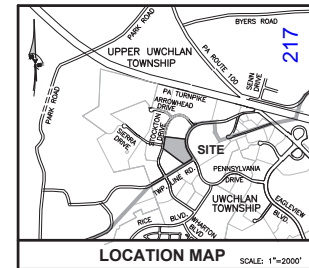
MINIMUM ZONING REQUIREMENTS
PI – PLANNED INDUSTRIAL/OFFICE DISTRICT

UPPER UWCHLAN TOWNSHIP ZONING REQUIREMENTS
PI – PLANNED INDUSTRIAL/OFFICE DISTRICT

PARKING SPACE TABULATION

PROPOSED:		
TOTAL HANDICAPPED PARKING SPACES PROPOSED	7	SPACES
TOTAL REGULAR PARKING SPACES PROPOSED	231	SPACES
TOTAL SPACES PROPOSED	238	SPACES

GENERAL NOTES:



On this, the _____ day of _____, 20____, before me,
the undersigned Owner's Agent, personally appeared _____

(Name of Owner's Agent)

who, being duly sworn according to the law, deposes and says that he is the Agent for the Owner of the property shown on this plan, and that he acknowledges the same to be his act and plan and desires the same recorded as such according to law.

Witness my hand and seal the day and date shown above written.

(Notary Public or Other Officer)

Director

Recorded in the Office of the Recorder of Deeds of Chester County at
West Chester, Pennsylvania in Plan Book _____, Page _____,
on the _____ day of _____, 20____.

REVIEWED by the Planning Commission of Upper Uwchlan Twp., Chester Co.,
Pa. this _____ day of _____, 20____

APPROVED by the Board of Supervisors of Upper Uwchlan Twp., Chester Co.
 On this _____ day of _____, 20____

APPROVED by the Upper Uwchlan Twp., Engineer

CERTIFICATION OF ACCURACY

Date _____

NO.	DATE	REVISION

FOR
THE HANKIN GROUP



SHEET 2 OF 2



UPPER UWCHLAN TOWNSHIP

Eagle Village Parking Expansion – Land Development Plan



July 31, 2019

File No. 17-04074T

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

Reference: 160 Park Road (Gunner Properties, Ltd.)
Preliminary/Final Land Development Application Review
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Gilmore & Associates, Inc. (G&A) is in receipt of the following documents:

- Transmittal Cover Letter prepared by Riley, Riper, Hollin & Colagreco, dated July 3, 2019.
- Preliminary/Final Land Development Application dated July 3, 2019.
- Waiver Request Letter prepared by D.L. Howell & Associates, Inc., dated July 3, 2019.
- Response Letter prepared by D.L. Howell & Associates, Inc., dated June 28, 2019.
- Plan set consisting of twelve (12) sheets titled "Preliminary/Final Plan," prepared by D.L. Howell & Associates, Inc., dated April 25, 2019, last revised June 5, 2019.
- Report titled "Stormwater Management Report for Eagle Village Parking Expansion," prepared by D.L. Howell & Associates, Inc., dated June 20, 2019.

G&A, as well as the other Township Consultants, have completed our first review of the above referenced Preliminary/Final Land Development Application for compliance with the Township Zoning Ordinance, Subdivision and Land Development Ordinance, as well as the Stormwater Management Ordinance, and wish to submit the following comments for consideration.

A **(RW)** denotes a requested waiver. Comments in *italics* are from our previous conditional use review letter, and comments in **bold text** require resolution by the applicant. Previous comments which have been satisfactorily addressed are not repeated herein.

File No. 17-04074T
July 31, 2019

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I. OVERVIEW

The subject site is comprised of two (2) parcels (TMP 32-4-86 & TMP 32-3-21) and located on the northwest corner of Pottstown Pike (SR 0100) and Park Road. Both properties are located in the C-1 Village Zoning District. The Applicant, Gunner Properties, Ltd., is proposing to utilize an existing building on the property to operate an eating and drinking establishment. The Applicant is also proposing to expand an existing parking area north of the existing buildings. Additional overflow parking is also being proposed on two other properties, which the Applicant will provide parking agreements for.

II. ZONING ORDINANCE REVIEW

1. §200-73.G & §200-73.H. – *The parking tabulation should be revised to indicate the total number of required parking spaces, and then indicate the total number of existing and proposed number of parking spaces.*

The Applicant has provided a parking tabulation which shows the required number of parking spaces, existing parking spaces, and proposed parking spaces; **However, although the indicated 128 spaces are provided as indicated, there are 2 spaces missing from the table. (i.e. – The spaces in the table only add up to 126 spaces) Please revise the table.**

2. §200-98.H.(8) – *The applicant is proposing a sign on Park Road. Any sign(s) proposed in the Byers Station Historic District shall be subject to review by the Upper Uwchlan Township Historic Commission prior to the issuance of any permit by the Township.*
3. §200-98.H.(9) – *Freestanding signs are permitted for a single use, and the gross area of a freestanding sign in the C-1 District shall in no case exceed 50 square feet for a single use. Any proposed signage shall be reviewed by the Township Zoning Officer.*
4. §200-117.F. – *The plan shall be reviewed by emergency services personnel to determine the facility has adequate access.*

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW

1. (RW) §162-8.B. – The Applicant is requesting a waiver to allow the plans to be processed as Preliminary/Final. We have no objection to this waiver request.
2. §162-9.B.(1)(i) – **The Applicant shall include the conditional use Decision and Order on the Title Plan.**

Reference: 160 Park Road (Gunner Properties, Ltd.)

Preliminary/Final Land Development Application Review

Upper Uwchlan Township, Chester County, PA

File No. 17-04074T

July 31, 2019

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3. **§162-9.C.(2)(a)[12]** – Please provide signature blocks on the right hand side of the title plan for the Township Planning Commission, Board of Supervisors, Township Engineer, and County Planning Commission approval.
4. (RW) **§162-57.C.(7)(f)[3]** – *Landscaped islands at the end of parking bays where the parking bay abuts an accessway shall be at least 15 feet in width. The applicant is providing a 10-foot-wide buffer. It should be noted that the board previously granted a waiver for a 10-foot-wide buffer on aprons for this site.*

The Applicant has indicated a waiver request on the Title Plan.

IV. STORMWATER MANAGEMENT ORDINANCE REVIEW

1. **§152-306.I.(2)** – Please show the location of the test pits on the plan sheets.
2. **§152-402.A.(3)** – Please provide the applicant revision acknowledgement note as listed in this section of the ordinance on the Post Construction Stormwater Management Plan.
3. **§152-402.B.(18)(a)** – Please indicate in the Rain Garden/Bioretenion and Subsurface Infiltration Bed Maintenance Notes on Sheet 4 the person(s) responsible for ongoing inspections, operation, repair, and maintenance of the BMPs.
4. **§152-804.A. & B.** – Please add the Alteration of BMPs notes as listed in this section of the ordinance to the Post Construction Stormwater Management Plan.
5. Please revise the length of the outlet pipe in the Pond Report of the Stormwater Management Report to match the length shown on the plans.
6. Please remove the references to inlets upgradient of the infiltration bed Operation and Maintenance Note 5 of the Subsurface Infiltration Bed Detail on Sheet 4 as the inlets listed do not appear on the plans.
7. It is recommended the Applicant provide additional maintenance access ports along the headers of the infiltration bed piping.

File No. 17-04074T

July 31, 2019

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V. GENERAL COMMENTS

1. Please provide a sheet index.
2. Please provide detailed plans for the proposed ADA curb ramps and ADA accessible parking areas and associated sidewalks.
3. Please provide a detail for the proposed fence.
4. Please remove reference to the broad based dip from the provided construction sequence on the Erosion and Sediment Control Plan.

**VI. TOWNSHIP TRAFFIC CONSULTANT COMMENTS
McMAHON ASSOCIATES, INC.**

Plan Comments/Additional Information Needed

1. Conditional Use Order 13 – The applicant has indicated that through parking agreements with nearby property owners, 133 additional off-site parking spaces will be provided for use by beer garden patrons during the hours of operation. The applicant should provide these parking agreements for Township review prior to opening of the beer garden. In addition, if there is insufficient parking on the subject property and off-site parking areas, then the applicant will reduce the occupancy on site to match the available parking.
2. Conditional Use Order 14 – The plans should show continental crosswalk markings for the proposed pedestrian crossing of Park Road. In addition, the proposed advanced pedestrian warning signs for this crossing (In-Street Pedestrian Crossing (R1-6) sign) shown on the plan are not appropriate for use as post-mounted signs, according to the Manual on Uniform Traffic Control Devices (MUTCD) and PennDOT Publication 236. As such, alternative advance pedestrian warning signs, such as Pedestrian (W11-2) signs with Diagonal Downward Pointing Arrow (W16-7P) supplemental plaques should be provided at the pedestrian crossing (i.e., not in advance of the crossing) to warn approaching Park Road traffic of the pedestrian crossing.
3. Conditional Use Order 14 – Detailed designs of the proposed curb ramps along Park Road should be provided for review, including separate grading details, and all dimensions for construction, including widths, lengths, and all slopes to assist during construction. All proposed curb ramps should provide labels for the ramp types. PennDOT's standard curb ramp details should be provided for each curb ramp type

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proposed. In addition, the applicant's engineer should also ensure that all on-site facilities are ADA compliant as appropriate.

4. Conditional Use Order 14 – The applicant is required to maintain the proposed Park Road pedestrian crosswalk and curb ramps. As such, we recommend the applicant coordinate with the Township and Solicitor as to whether a maintenance agreement is needed.
5. Conditional Use Order 15 – The applicant should provide a detail of the “Beer Garden” sign proposed on the northeast corner of the property for review of the Township, and it is reminded that the intent of this sign is for traffic entering the beer garden to use the Park Road access.
6. Conditional Use Order 22 – The plan should indicate the area and specific on-site parking spaces to be designated for the sole use of Uber and Lyft ride services during operation of the beer garden. These spaces should be identified by signing, and details of the proposed signing should be provided on the plans.
7. SALDO Section 162-28.A – The plan indicates that PA Route 100 currently provides a 25-foot half width right-of-way along the site frontage; however, a 40-foot half width is required. The plan should be revised to show the additional right-of-way necessary to provide a consistent 40-foot half width right-of-way along PA Route 100.

Informational Comments

8. Conditional Use Order 10 – The applicant is responsible to pay the Township's Transportation Impact Fee. The fee will be based on a trip generation study based on traffic counts conducted during the weekday afternoon peak hour, and the number of trips determined by this study will be applied to the Township's Transportation Impact Fee of \$2,334 per weekday afternoon peak hour trip. The applicant should coordinate with the Township and McMahon regarding the scope of the trip generation study prior to completing the counts. We recommend the counts should be conducted at least a month or more after the initial opening of the beer garden so that traffic volumes for the beer garden use have a chance to stabilize.
9. Conditional Use Order 16 – If requested by the Township, the applicant must complete a traffic study for the purpose of determining the need for traffic improvements at the Park Road and Pottstown Pike site access intersections, as well as the need for improvements to the northbound left-turn lane from Park Road onto Pottstown Pike at the Pottstown Pike/Park Road/Station Boulevard intersection. Prior to completing this study, the applicant should coordinate with the Township and McMahon to confirm the scope.

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10. Although not relevant to this application, if and when the open areas of the site develop in the future, and as mentioned previously, the applicant must consolidate and relocate the PA Route 100 access further from the PA Route 100/Park Road intersection such that it is located opposite the Byers Station Parcel 5C Lot 2 access on the east side of PA Route 100. The current Byers Station Parcel 5C plans show this access located approximately 145 feet south of the northern Eagle Village property line.
11. Previous plans showed an extension of the path along the Park Road frontage from the driveway to the intersection with Little Conestoga Road. At minimum, this path should be constructed when that portion of the property located at the Park Road/Little Conestoga Road corner is developed.

VII. TOWNSHIP PLANNING CONSULTANT COMMENTS
BRANDYWINE CONSERVANCY

Waiver Requests

1. A waiver is requested from Section 162-8.B to allow the plans to be submitted and processed as a Preliminary/Final Land Development application. We support this waiver request.
2. A partial waiver is requested from Section 162-57.C.(7)(f)(2) to reduce the required 15 foot landscaped island between parking bays to 10 feet. We support this waiver request.

Conditional Use Approval Conditions

3. The Board of Supervisors granted Conditional Use Approval of the eating and drinking establishment on July 25, 2019, subject to conditions. Condition 17 indicates that there shall be bicycle racks on the Property which accommodate a minimum of 20 bicycles. Please update the Plan to include specifications for the bicycle racks depicted.
4. Condition 22 indicates that there shall be designated drop-off/pick-up spaces for transportation services, such as Uber or Lyft, on the Property. Please update the Plan to indicate the location of drop-off/pick-up spaces.

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Sidewalks and Streetscape

5. Zoning Ordinance (ZO) 200-36.C.(1) indicates that pedestrian access within the C-1 Village District shall be designed to provide convenient, safe, and direct access between the various uses within the district and other nearby concentrations of development. Subdivision and Land Development Ordinance (SALDO) 162-41.B indicates that sidewalks shall be required, in the opinion of the Board, to continue existing sidewalks in adjacent developments or to access community facilities. The parcel has frontage along three roads: Pottstown Pike, Little Conestoga Road, and Park Road. Sidewalk exists along the entirety of the Little Conestoga Road frontage, from the Waynebrook neighborhood to Park Road; along the entirety of the Pottstown Pike frontage, from the Waynebrook neighborhood to Park Road; and partially along the Park Road frontage. The Plan proposes a sidewalk connection from Building 1 to a mid-block crosswalk across Park Road.

To promote walkability, the provision of a continuous pedestrian network from adjacent developments to the entrance of the proposed establishment would be beneficial. We recommend the Township request the Applicant to extend the sidewalk proposed as part of this Plan, filling in the remaining gaps in the sidewalk network along Park Road.

6. ZO 200-73.A.(3) indicates that pedestrians paths shall be provided to building entrances and adjacent street sidewalks from parking areas. We recommend the Township request the Applicant to update the Plan to include pedestrian paths in accordance with this Section, that would provide pedestrian facilities from Building 1 to Building 3 to Building 4, along the edge of the proposed parking lot.
7. ZO 200-36.D.(1-4) outlines streetscape landscaping and pedestrian amenities that shall be provided to meet village planning objectives. The parcel under review is also a part of the Village of Eagle/Byers Concept Plan (2010), Eagle Village Core Sub-Area. The following elements of the Eagle Village Core Sub-Area Vision apply to this preliminary/final land development plan: enhanced streetscape along Pottstown Pike, Little Conestoga Road, and Park Road including street trees, lights, sidewalks, site furniture, signage, banners, hanging flower baskets. We recommend the Township consider whether the Applicant should be required to install Village Light Standards along sidewalks along Pottstown Pike and Park Road, from, at a minimum, the entrance driveway at Pottstown Pike to the entrance driveway at Park Road.

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Landscaping

8. SALDO 162-57.A.(2) indicates, regarding perimeter buffer requirements, that the entire tract subject to land development approval shall be provided with a minimum twenty-foot wide buffer planting strip. SALDO 162-57.D.(1) indicates per 100 linear feet of existing tract boundary, one (1) deciduous tree, two (2) evergreen trees, and eight (8) shrubs shall be provided. The gaps along the existing tract boundary appear to be 515 feet in total. We request the Applicant to update the Plan to extend the perimeter buffer provided on the plan to fill in gaps at the corners between the Property and Waynebrook by Pottstown Pike and Little Conestoga Road, and update the Landscape Requirements table to include one (1) additional deciduous tree, one (1) additional evergreen tree, and seven (7) additional shrubs.

VIII. TOWNSHIP SEWER CONSULTANT COMMENTS **ARRO CONSULTING, INC.**

1. The property is already connected to the sanitary sewer system with 3.5 EDUs or 788 GPD of capacity purchased at the time of sewer connection. Based on the existing and proposed uses on-site, ARRO recommends that 12 EDUs or 2,735 GPD be required. Since 3.5 EDUs were already purchased, an additional 8.5 EDUs should be purchased for the proposed use. The conditions associated with the additional capacity shall be in accordance with the conditional use decision and order dated July 24, 2019.
2. Sewage Facilities Planning Modules approved by Pennsylvania Department of Environmental Protection (PaDEP) will be required.
3. A note should be provided on the Plans indicating that the proposed establishments will need to comply with the Regulations for the Discharge of Non-Residential Waste into the Upper Uwchlan Township Municipal Authority's Sewerage System, Resolution #10-20-04-15, dated October 20, 2004.

IX. TOWNSHIP LIGHTING CONSULTANT COMMENTS **STUBBE CONSULTING, LLC.**

The following comments and recommendations, based on the lighting requirements contained in SLDO §614, Lighting, and reasonable customary engineering practices, offered for Township consideration.

1. Glare Control – Ordinance §614.C.3.a. Control of Glare, requires that lighting not create a nuisance. The specified LED source with a correlated color temperature of 5700K will emit a blue-rich white light that will be a potential glare source as seen by

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site visitors, especially those up in age, and is judged not to be compatible with the assumed relaxed atmosphere of the use.

Applicant has arbitrarily returned to 5700K sources. It is strongly recommended Applicant be required to return all luminaires to the previously specified 3000K sources.

2. Control/Hrs of Operation – §614.C.3.d. & e. requires that unless otherwise permitted by the Township (e.g., for safety or security or all-night operations), lighting shall be controlled by automatic switching devices to extinguish outdoor lighting by 11 p.m. Lighting proposed for use after 11 p.m. shall be reduced by 75% from then until dawn unless supporting a specific purpose and approved by the Township. No information could be found on Lighting Plan with respect to proposed hours of operation of the lighting, the device or devices proposed to control the lighting and the intended hours of operation of the lighting.

It is recommended Applicant be requested to include details of luminaire on/off control on Lighting Plan.

3. Plan Notes – §614.D.4. Requires that the inclusion of notes on lighting plan:
 - i. "Post-approval alterations to lighting plans or intended substitutions for approved lighting equipment shall be submitted to Township for review and approval prior to installation."
 - ii. It is further recommended that Applicant be requested to add the following note: "Upper Uwchlan Township reserves the right to conduct one or more post-installation site visits to confirm satisfactory compliance with approved plan commitments and if deemed necessary, to require remedial action at no expense to the Township."

It is recommended Applicant be requested to include above notes on Lighting Plan.

4. Landscaping/Lighting Conflicts – A honey locust is to be located to the west (left) of the 5 space parking area in the lower left of plan. This tree, at maturity or before, will likely prevent light from reaching the site-entrance road from Park Road.

It is recommended Applicant be requested to review this matter for possible corrective action.

Cary B. Vargo, Upper Uwchlan Township Manager
Reference: 160 Park Road (Gunner Properties, Ltd.)
Preliminary/Final Land Development Application Review
Upper Uwchlan Township, Chester County, PA

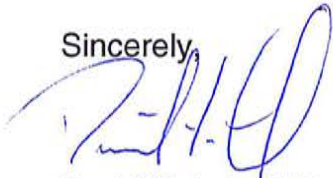
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July 31, 2019

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This concludes our first review of the above referenced Preliminary/Final Land Development Application. If you have any questions, please do not hesitate to contact me.

Sincerely,



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

cc: Upper Uwchlan Township Board of Supervisors (via email only)
Upper Uwchlan Planning Commission (via email only)
Kristin Camp, Esq., Township Solicitor (via email)
Sheila Fleming, Brandywine Conservancy (via email only)
Christopher J. Williams, P.E., McMahon Assoc., Inc. (via email only)
David M. Schlott, Jr., P.E, ARRO Consulting, Inc. (via email only)
Fred Gunther, Gunner Properties, Ltd. (via email only)
Chase Gunther, Gunner Properties, Ltd. (via email only)
Alyson M. Zarro, Esq., RRHC (via email only)
Joe Russella, D.L. Howell & Associates, Inc. (via email only)
Denny Howell, PE, D.L. Howell & Associates, Inc. (via email only)



THE COUNTY OF CHESTER



COMMISSIONERS

Michelle Kichline
Kathi Cozzone
Terence Farrell

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515

July 30, 2019

Gwen A. Jonik, Secretary
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, 19425

Re: Preliminary/Final Subdivision and Land Development - Eagle Village Parking Expansion
Upper Uwchlan Township - SD-07-19-15999 & LD-07-19-16000

Dear Ms. Jonik:

A preliminary/final subdivision and land development plan entitled "Eagle Village Parking Expansion", prepared by DL Howell & Associates, Inc. and dated July 3, 2019, was received by this office on July 15, 2019. This plan is reviewed by the Chester County Planning Commission in accord with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code. We offer the following comments on the proposed subdivision and land development for your consideration.

PROJECT SUMMARY:

Location:	North of Park Road, west Pottstown Pike (State Route 100) and east of Little Conestoga Road
Site Acreage:	9.20 acres
Lots/Units:	1 lot
Proposed Land Use:	Lot consolidation and parking lot expansion
New Parking Spaces:	63 new parking spaces
Municipal Land Use Plan Designation:	Village
UPI#:	32-4-86, 32-3-21

PROPOSAL:

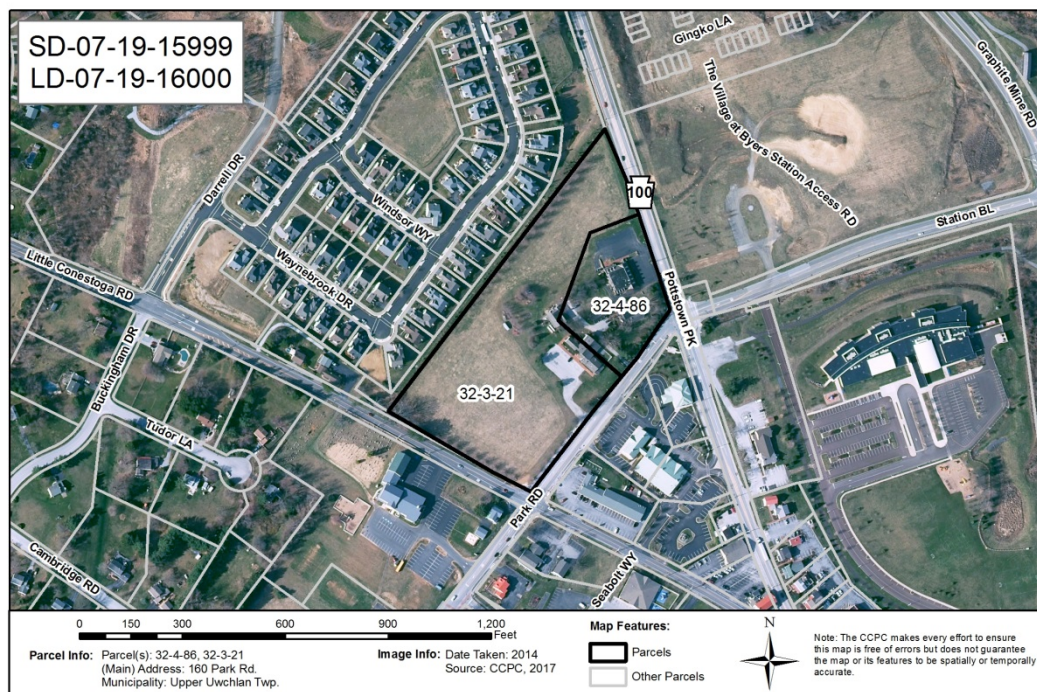
The applicant proposes the merger of two lots into one lot and the construction of 63 additional parking spaces. The proposed parking lot will not require any changes to the site's water or sewer facilities. No changes to the site's accesses onto Park Road or Pottstown Pike are proposed. The site is located in the Upper Uwchlan Township C-1 Village zoning district.

RECOMMENDATION: The County Planning Commission recommends that the issues raised in this letter should be addressed and all Township issues should be resolved before action is taken on this subdivision and land development plan.

COUNTY POLICY:

LANDSCAPES:

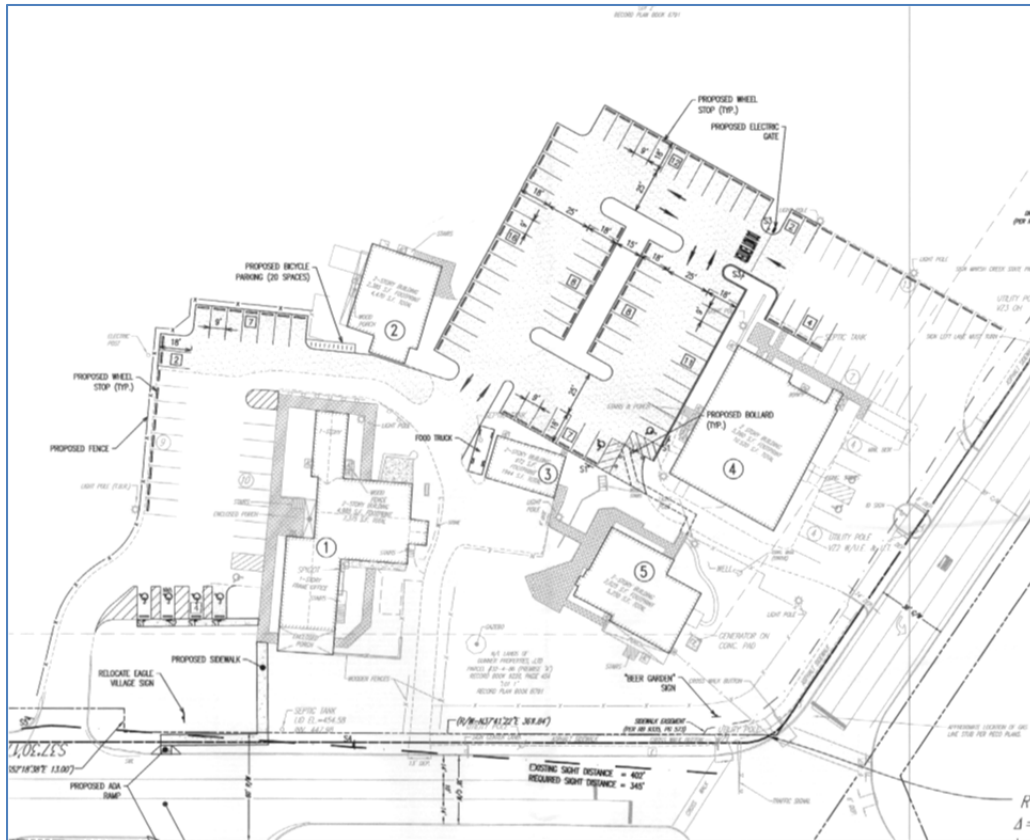
1. The site is located within the **Suburban Center Landscape** designation of *Landscapes3*, the 2018 County Comprehensive Plan. The vision for the **Suburban Center Landscape** is regional economic, population and transportation centers with varying land uses, accommodating substantial future growth of medium to high intensity. Repurposing obsolete structures and sites and encouraging sustainable development will be critical as suburban centers grow, and transportation infrastructure and amenities will need to expand to create an integrated multimodal network. The proposed subdivision and land development are consistent with the objectives of the **Suburban Center Landscape**.



WATERSHEDS:

2. **Watersheds**, the water resources component of *Landscapes3*, indicates the proposed development is located within the Pickering Creek watershed. **Watersheds'** highest priority land use objectives within this watershed are:
 - implement comprehensive stormwater management,
 - restore water quality of "impaired" streams, and
 - protect first order streams.

Watersheds can be accessed at www.chesco.org/water.



**Detail of Eagle Village Parking Expansion
 Preliminary/Final Subdivision and Land Development Plan**

PRIMARY ISSUES:

3. The Township may wish to inquire why an electric gate is proposed at the eastern entrance to the new parking area; we note that there is no electric gate proposed for the other entrance.
4. We have no comments on the design of the proposed lot consolidation.
5. The Township should ensure that sidewalks are provided along the frontages of North of Park Road and Pottstown Pike. Sidewalks are an essential design element for new construction in the **Suburban Center Landscape**. Also, "Connect" Objective C of *Landscapes3*, the 2018 County Comprehensive Plan, is to provide universally accessible sidewalks, trails, and public transit connections to create a continuous active transportation network within designated growth areas.

ADMINISTRATIVE ISSUES:

6. The applicant should contact the office of the Chester County Conservation District for information and clarification on erosion control measures. The provisions of the Commonwealth Erosion Control Regulations may apply to the project and may require an Earth Disturbance Permit or a National Pollutant Discharge Elimination System permit for discharge of stormwater from construction activities.

Page: 4

Re: Preliminary/Final Subdivision and Land Development - Eagle Village Parking Expansion
Upper Uwchlan Township - SD-07-19-15999 & LD-07-19-16000

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7. A minimum of four copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, the Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds, and the Assessment Office.

This report does not review the plan for compliance to all aspects of your ordinance, as this is more appropriately done by agents of Upper Uwchlan Township. However, we appreciate the opportunity to review and comment on this plan. The staff of the Chester County Planning Commission is available to you to discuss this and other matters in more detail.

Sincerely,

A handwritten signature in black ink that reads "Wes Bruckno". The signature is written in a cursive, flowing style.

Wes Bruckno, AICP
Senior Review Planner

cc: Gunner Properties, LLC
DL Howell & Associates, Inc.
Chester County Health Department
Chester County Conservation District

Lionville Fire Company

15 South Village Avenue P.O. Box 478 Lionville, Pennsylvania 19353
Emergency: 911 Business: (610) 363-7663

TO: Upper Uwchlan Township
FROM: Richard Ruth
DATE: August 7, 2019
RE: Gunner Properties / Eagle Village Parking Expansion – Land Development Plan

MEMORANDUM

I have reviewed the "Preliminary/Final Plan for Gunner Properties Eagle Village Parking Expansion" dated July 3, 2019 and offer the following comments:

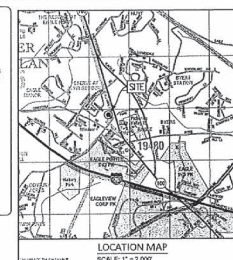
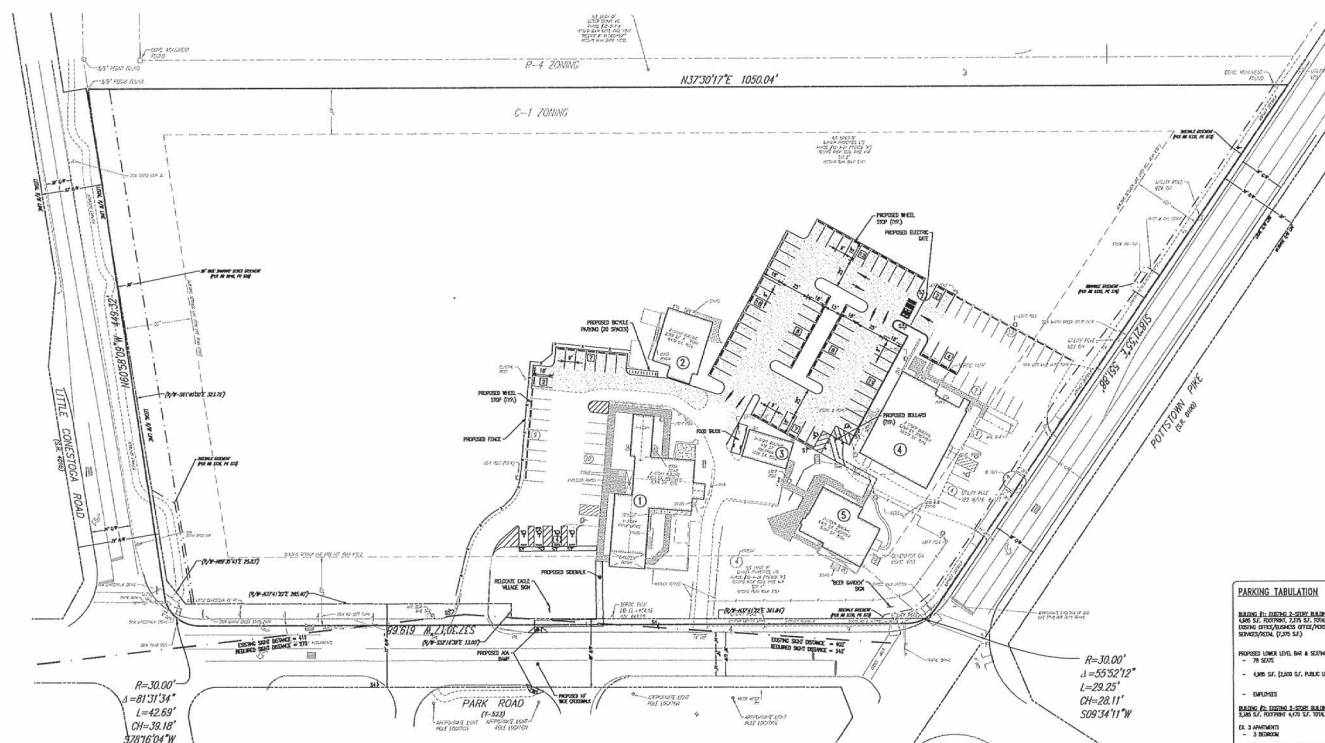
- The needed fire flow for the proposed fire hydrant(s) is 2000 GPM @ 20 PSI residual pressure.
- Please confirm the location(s) of proposed fire hydrants and that they are every 750' to serve the commercial buildings.
- The addresses need to be clearly posted for each residence and/or business, visible when traveling in either direction.
- The driveway/travel lanes appear wide enough for the Tower Truck to travel.
- Landscaping/trees along roadway need to be of a variety that will not impede fire apparatus in the future

Thank you for the opportunity to review this plan and offer comments for consideration. Feel free to contact me if you have any questions regarding this or any other matters of mutual concern.

Sincerely,



Richard Ruth
Fire Marshal

[illegible][illegible][illegible][illegible]

LOCAL PARKING COUNT	101 REQUIRED	65 EXISTING	128 PROPOSED
(*) EXISTING NON-CONFORMITY			

[illegible]

SIGN LEGEND

51- HANDICAP SIGN (R7-B 12"x18" & R7-201A)

52- HANDICAP SIGN - VAN ACCESSIBLE (R7-B 12"x18" R7-BP & R7-201A)

53- DO NOT ENTER SIGN (R5-1 30"x30")

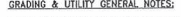
54- IN-STREET PEDESTRIAN CROSSING SIGN (R1-B 12"x36")

55- STOP SIGN (R1-1 30"x30")

WAIVER REQUESTS

1. A WAIVER IS HEREBY REQUESTED FROM SECTION 1612-57.2(7)(X)(3) TO ALLOW 10-FOOT-WIDE LANDSCAPED ISLAND BUFFERS.
2. A WAIVER IS HEREBY REQUESTED FROM SECTION 162-6.6 TO ALLOW THE PLANS TO BE SUBMITTED AND DISAPPROVED AS PERMANENT/TEMPORARY.

UPI# 32-3-21	D.B. 9228 PAGE 454
UPI# 32-4-86	D.B. 9228 PAGE 454



GRADING & UTILITY GENERAL NOTES:

- [illegible]



PENNSYLVANIA LAW REQUIRES
3 WORKING DAYS NOTICE FOR
CONSTRUCTION PHASE AND 10 WORKING

Pennsylvania One Call System, Inc.

DATE: 01/01/2008

CALL ONE CALL

U. HOWELL & ASSOCIATES, INC. DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS FOR EXISTING SURFACE UTILITY LINES, STRUCTURES, ETC. SHOWN ON THE PLANS.

CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL SUBSURFACE UTILITY LINES, STRUCTURES, ETC.

COMPANY: AQUA PENNSYLVANIA INC
ADDRESS: 762 W LANCASTER AVE
PITTSBURGH, PA 15202

COMPANY: COMCAST CABLE
ADDRESS: 1004 CORNWALL RD

COMPANY: PECO ENERGY C/O USBC

EMAIL: HOUSASMPY@INSOURC.COM

CONTACT: MBOE BRIDGE
EDNA.MERFOV@OUTLOOK.COM

ADDRESS: 140 PUTTSHAM PKW
CHESTER SPRINGS, PA. 19425
CONTACT: MRS. HEDGWAY

ADDRESS: 1060 VINCENNA DR
FORT WASHINGTON, PA. 19034

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2015
2016

PROJECT NO.

PLATE	67
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UPI# 32-3-21 D.B. 9228 PAGE 454



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Traffic Signal Back Plates – Installation

DATE: August 5, 2019

Attached for your review and consideration is a proposal from Higgins Electric to replace the traffic signal backplates at the following five intersections:

1. Pottstown Pike/Byers Road
2. Pottstown Pike/Park Road
3. Pottstown Pike/Graphite Mine Road
4. Byers Road/Graphite Mine Road
5. Graphite Mine Road/Station Boulevard

The remaining intersections in the Township will be included for consideration in the 2020 Liquid Fuels Budget.



Older Backplates – To Be Replaced



New Backplate

I would respectfully request that the BOS approve the Liquid Fuels expenditure, in the amount of \$8,730, for the replacement and installation of all backplates at the five intersections as detailed in the attached proposal.

Charles A. Higgins & Sons Inc.

Electrical Contractors

P.O. Box 647

Media, PA 19063

Phone: 610-566-3700

Fax: 610-566-1409

August 5, 2019

Upper Uwchlan Township
Attn: Mike Heckman
140 Pottstown Pike
Chester Springs, PA 19425

Proposal

1. Rt. 100 & Byers
12" 5 Section – 2
12" 3 Section – 6
2. Rt. 100 & Park
12" 5 Section – 1
12" 3 Section – 8
3. Rt. 100 & Graphite Mine
12" 3 Section – 12
12" 4 Section – 2
4. Byers & Graphite Mine
12" 3 Section – 8
5. Graphite Mine & Station
12" 3 Section – 9

3 Section 12" Backplates – 43 x \$176.00 Each = **\$7,568.00**

4 Section 12" Backplates – 2 x \$196.00 Each = **\$392.00**

5 Section 12" Backplates – 3 x \$259.00 Each = **\$770.00**

Any Questions, please feel free to call on us.

Thank you,

Donald R. Higgins, Jr.

Donald R. Higgins Jr.
President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire and other necessary insurance. Our company is insured & our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Payment Due Upon Completion

Signature_____Date_____



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Traffic Signal Street Signage – Replacement/Installation

DATE: August 5, 2019

Many of the Townships retroreflective mast arm mounted street signs have deteriorated and are at the end of their useful lives. Retro-reflectivity and the size of the signs are both in need of an upgrade in order to comply with the Federal Highway Administrations Manual on Uniform Traffic Control Devices. Attached for your review and consideration is a proposal from the Township's signal contractor, Higgins Electric, to install new street signs on all traffic signal mast arms throughout the Township. The Township will be purchasing the signs at a cost of approximately \$11,000 for installation by Higgins Electric. Installation will cost \$7,200 plus mounting materials as detailed in the attached proposal. This project will be funded out of the Liquid Fuels budget.

I would respectfully request that the BOS approve the purchase of retroreflective mast arm mounted street signs at a cost of approximately \$11,000 to be installed by Higgins Electric at a cost of \$7,200 plus materials as detailed in the attached proposal.

Charles A. Higgins & Sons Inc.

Electrical Contractors

P.O. Box 647

Media, PA 19063

Phone: 610-566-3700

Fax: 610-566-1409

August 2, 2019

Upper Uwchlan Township
Attn: Mike Heckman
140 Pottstown Pike
Chester Springs, PA 19425

Proposal

Change street name signs supplied by Township

3 Men 8 Hours \$1,680.00 x 4 Days = **\$6,720.00**

Arrow board \$15.00 per hour x 32 = **\$480.00**

Bandit **\$1.12 per foot**

Buckles **\$0.85 each**

Any Questions, please feel free to call on us.

Thank you,

Donald R. Higgins Jr.

Donald R. Higgins Jr.
President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire and other necessary insurance. Our company is insured & our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Payment Due Upon Completion

Signature_____Date_____



THE COUNTY OF CHESTER

COMMISSIONERS

Michelle Kichline
Kathi Cozzone
Terence Farrell

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515



February 14, 2019

Upper Uwchlan Township
Guy Donatelli
Board of Supervisors Chairman
140 Pottstown Pike
Chester Springs, PA 19425

Dear Mr. Donatelli:

Earlier this year, we sent your municipality a copy of *Landscapes3*, Chester County's new comprehensive plan, which was adopted by the county commissioners in November of last year. I hope that you and your fellow elected and appointed officials have had an opportunity to look through the plan, which is also available online as a pdf or via a web area for ease of use and review. <http://chescoPlanning.org/landscapes3/>

Endorsement of Landscapes3

To encourage a consistent approach across the county for addressing growth and preservation, we're requesting that all Chester County municipalities endorse *Landscapes3*. A sample endorsement resolution is enclosed for your information, and we'd be happy to email a Word version of the endorsement to your staff if this would be helpful.

Implementing Landscape3

Landscapes3 has recommendations on a wide range of topics, including preservation, smart growth, housing diversity, transportation, collaboration, and resiliency. We're looking forward to partnering with all of the county's municipalities to implement the plan. In 2019, we expect to reach out to the county's municipalities about updating multi-modal transportation ordinances, improving natural resource protection, encouraging affordably-priced housing, and a host of other initiatives. We also expect to provide more tools, data, and grant information for you in 2019.

We've been glad to work with all the county's municipalities over the past 20 years successfully implementing *Landscapes* and *Landscapes2*, and we're looking forward to working with you to implement *Landscapes3*, making sure Chester County remains the great place it already is by balancing growth and preservation.

If you have any questions or would like to schedule a meeting, please feel free to contact me at boleary@chesco.org or Susan Elks, the *Landscapes3* project manager, at selks@chesco.org or 610-344-6285.

Sincerely,

A handwritten signature in black ink, reading "Brian N. O'Leary". The signature is fluid and cursive, with the first name "Brian" and last name "O'Leary" clearly legible.

Brian N. O'Leary, AICP
Executive Director

BNO/ncs
Enclosure

cc: Cary Vargo, Upper Uwchlan Township Manager



UPPER UWCHLAN TOWNSHIP

Chester County, Pennsylvania

RESOLUTION # _____

244

Endorsement of *Landscapes3*, The County's Comprehensive Plan

WHEREAS, Chester County continues to be a highly desirable place to live, work, and play, and while continued growth presents challenges, it also creates opportunities to further a vision that embraces place, enhances choice, and engages communities; and

WHEREAS, Chester County has identified a comprehensive vision for how we preserve, protect, appreciate, live, prosper, and connect over the next thirty years; and

WHEREAS, Chester County, in collaborative partnership with stakeholders, including its municipalities, has prepared *Landscapes3* and provided opportunity for input throughout the process; and

WHEREAS, the success of *Landscapes3* will require implementation and cooperation at the municipal level.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Upper Uwchlan Township will strive to make planning decisions consistent with *Landscapes3* by using the plan as a guide in the update of planning documents, review of development proposals, installation of infrastructure improvements, and implementation of other public improvements and programs.

The Board of Supervisors of Upper Uwchlan Township hereby endorses *Landscapes3*, the County's comprehensive policy plan.

Resolved and Adopted this 19th day of August, 2019.

UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

Guy A. Donatelli, Chairperson

Sandra M. D'Amico, Vice Chairperson

ATTEST:

Jamie W. Goncharoff, Member

Gwen A. Jonik, Township Secretary