



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING

AGENDA
OCTOBER 14, 2019
6:30 p.m.

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

| | <u>Packet Page #</u> |
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| I. CALL TO ORDER | |
| A. Salute to the Flag | |
| B. Moment of Silence | |
| C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting | |
| II. APPROVAL OF MINUTES: September 10, 2019 Board of Supervisors Workshop | 3 |
| September 16, 2019 Board of Supervisors Meeting, Conditional Use Hearing | 6 |
| III. APPROVAL OF PAYMENTS | 13 |
| IV. TREASURER'S REPORT | 39 |
| V. SUPERVISORS' REPORT | |
| A. An Executive Session was held October 10, 2019 re: personnel matters | |
| B. Calendar: | |
| November 12, 2019 4:00 PM Board of Supervisors Workshop, Draft 2020 Budget Workshop | |
| November 12, 2019 7:00 PM Conditional Use Hearing ~ Struble Trail Extension | |
| November 18, 2019 7:00 PM Board of Supervisors Meeting | |
| November 21, 2019 Chester County Association of Township Officials' Fall Conference | |
| November 28-29, 2019 Office Closed ~ Thanksgiving Holiday | |
| November 30, 2019 5:00 PM 3 rd Annual Upper Uwchlan Township Tree Lighting | |
| At Upland Farms Park (Raindate December 1, 2019) | |
| Yard Waste Collection Dates: October 16, 23, November 6, 13 | |
| Do not use plastic bags; place materials curbside the night before to guarantee collection. | |
| VI. ADMINISTRATION REPORTS | |
| A. Township Engineer's Report | 71 |
| B. Building and Codes Department Report | 75 |
| C. Police Chief's Report | |
| D. Public Works Department Report | 77 |
| VII. LAND DEVELOPMENT – Consider Approval of the following: | |
| A. Byers Station Parcel 5C Commercial – Lot 2A / 2B Final PRD Plan Decision & Order | 80 |
| B. Townes at Chester Springs Escrow Release #2 \$233,681.67 | 96 |
| C. Villages at Byers Station/Chester Springs Escrow Release #2 \$264,605.00 | 100 |

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| D. Chester Springs Crossing (Jankowski) Escrow Release #1 | \$177,716.96 | 105 |
| E. Gunner Properties (160 Park Road) Development Agreement | \$171,360.00 | 111 |

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VIII. ADMINISTRATION

| | |
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| A. Consider Engagement of Human Resource Consultant for Township Manager Search | 160 |
| B. Consider Professional Services Agreement – Administrative | 161 |
| C. Resolution – Submit Byers Station Parcel 5C Commercial Lot Sewage Facilities Planning Module to PaDEP for Review | 165 |
| D. Disposition of Property – Accept/Reject High Bids | 169 |

IX. OPEN SESSION

- X. Sunoco Mariner East Pipeline – Use of Meadow Creek Lane
Senator Katie Muth, Representative Danielle Friel Otten

XI. ADJOURNMENT



Upper Uwchlan Township
JOINT BOARDS & COMMISSIONS WORKSHOP
September 10, 2019
4:00 p.m.
Minutes
DRAFT

3

In attendance:

Guy Donatelli, Chair
Sandy D'Amico, Vice-Chair
Jamie Goncharoff, Member
Cary Vargo, Township Manager
Shanna Lodge, Assistant Township Mgr.
John DeMarco, Chief of Police

Matt Brown, Township Wastewater Consultant
Bob Schoenberger, Planning Commission Chair
Sally Winterton, Planning Commission Vice Chair
Cathy Tomlinson, Park & Rec Board Chair
Praveen Nadkarni, Park and Rec Board
Nancy Copp, Historic Commission Vice Chair
Cliff Schultz, Zoning Hearing Board Chair
Byron Nickerson, Emergency Management
Planning Commission Chair

Guy Donatelli called the Joint Boards & Commissions Workshop to order at 4:04 PM, led the Pledge of Allegiance, and offered a moment of silence. No one planned to video or audio record the Workshop.

Emergency Management Planning Commission (EMPC)

Byron Nickerson, Emergency Management Coordinator and EMPC Chair, reported that the temporary Emergency Operations Center (EOC) is up and running. Preparation is underway for an upcoming Limerick drill, which will take place at the temporary EOC. FEMA representatives will be present at the drill. The EMPC continues public outreach efforts. Attendance was high at the 2019 Block Party; EMPC representatives pushed Ready ChesCo and Smart 911 information at their table. Expanded outreach through the Township newsletter and Township website is planned. Cathy Tomlinson, a member of the EMPC, shared briefly about the pillowcase program, an emergency readiness program aimed at schoolchildren. This program is being expanded to reach all the local elementary schools. The EMPC is currently updating the Township Emergency Operations Plan (EOP) with updated contacts and equipment availability; the EMPC will create and maintain digital copies of this plan.

Municipal Authority

Matt Brown, Authority Administrator, provided updates on four capital projects. 1) The Milford Farms sanitary sewer design drawings and specifications are in design; the plan has been submitted and is awaiting approval from the DEP. 2) Byers Road Main – DEP has requested an extension of the main to the commercial area along Senn Drive. At an estimated \$650,000 for 21 EDUs, this is not feasible. The next Act 537 plan will study that area and allocate that capacity; the Authority is awaiting an official response from DEP. 3) Route 100 Regional WWTP Phase 3 – the plan is approved by DEP, and the construction application has been submitted. 4) Additional disposal capacity – Authority is in communication with a property owner in West Vincent Township who has indicated an interest in further discussion.

Park & Recreation Board (P&R)

Cathy Tomlinson, Chair, reported on budgetary recommendations for 2020 and 2021. Recommendations include: Engineering and construction of a trail connection to the Windsor Ridge neighborhood; Lighting upgrades at Hickory Park and Fellowship Fields; Bathrooms and classrooms in the lower level of the Barn at Upland Farms; an expanded parking lot at Upland

Farms; Enhancements to Eagle Crossroads, including a whimsical directional sign and water feature. Members of the Planning and Historic Commissions weighed in that a central fountain had once been planned for the pocket park but was eventually jettisoned due to cost and maintenance concerns. Ms. Tomlinson suggested that a water wall may be a more feasible option that would still fulfill the desire for a water feature.

Praveen Nadkarni, a member of the P&R and resident of Windsor Ridge, advocated further for a trail connection to the neighborhood, noting that this was promised by the developer. There is currently no safe pedestrian route to the Township trail system. Mr. Vargo noted that the current trail within the development has been constructed to the property line. Some engineering has been done, but easements are still needed. The Township can revisit easement conversations with private landowners. Alternate routes are not feasible due to wetlands.

Planning Commission (PC)

Bob Schoenberger, Chair, reported that the Commission continues evaluating ordinances for updates. The Lighting and Sign ordinances will be before the Board of Supervisors soon. The ordinances are being upgraded due to enhancements in technology, e.g., LED lighting. The Adaptive Reuse ordinance is also being reviewed; in conjunction with the Township Planning Consultant Brandywine Conservancy, the inventory of historic buildings is being reviewed. A discussion of regulations regarding outdoor clocks followed.

Technology Advisory Board (TAB)

Shanna Lodge reported that she and Gwen Jonik recently met with members of TAB to apprise them of technological aspects of the Township Building renovation.

Zoning Hearing Board (ZHB)

Cliff Schultz, Chair, provided updates on the recent and upcoming meetings of the ZHB. The ZHB met at the end of May concerning the Profound Technologies building on Little Conestoga Road. The commercial owner desired to build a loading dock, but the main building is not parallel to the road. Therefore, there is a 7.2-inch encroachment into the setback. The encroachment waiver was granted to applicant. Mr. Schoenberger noted that the PC is currently assessing the façade of the Profound Technologies building – plans are being revised for design.

Later this month, the ZHB will hold a hearing regarding an older home on Greenridge Road. The homeowner seeks to build an addition on the house but is limited because the percentage increase is capped at 25% by the Zoning Ordinance. Addition size is therefore significantly variant depending upon the size of the base building. A discussion of percentage-based calculations followed. Nancy Copp, Vice Chair of the Historic Commission (HC), noted that the home in question is on the historic list, and that an addition on the back of the house is preferable from an historic standpoint. Mr. Schultz noted that a letter from the HC could be read into the ZHB hearing record.

Environmental Advisory Council (EAC) Draft Ordinance

Shanna Lodge offered a summary of a draft EAC prepared for Board review. The draft has not yet been reviewed by counsel. Mr. Goncharoff requested a wording change in the budget section of the draft. Ms. Tomlinson inquired as to whether this would duplicate efforts of the P&R. Ms. Lodge noted that some EAC ordinances specifically call for cooperation, rather than replacement of one board with another; an EAC in UUT could focus on other matters, e.g., invasive species and recycling. Mr. Donatelli noted that this was not intended as a platform for a special interest group, but as an opportunity for residents with skills in this area. Mr. Schultz noted that he could not see an advisory board as anything other than a positive influence.

Township Building Expansion/Renovation Project Status Update

Mr. Vargo offered an update on the right-of-way work: Aqua service has been completed, and PECO work will commence soon. HOP work on fiber relocation and the installation of ADA ramps, curbing, sidewalks, and a retaining wall is underway. Flooring and framing are currently being installed. Delays in the structural work for the elevator shaft put the project a few weeks behind schedule, but the contractors are working to make up that time with extended days and Saturday work, at no additional cost to the Township. Site work should be completed by October; it is still expected that staff will return to the building in the spring of 2020.

Approval of warranty provisions for the low voltage system will be before the Board at their September 16 meeting.

Historic Commission (HC)

Nancy Copp, Vice Chair, was in attendance. She noted that the HC continues to work with the PC on an update to the historic resource list. The HC is working to inventory items within in the Upland Farmhouse and prepare for their removal during the mold remediation work. Ms. Lodge reported that a temperature controlled self-storage unit is the best option for temporary storage of HC documents, artifacts, and historic furniture. A discussion of a long-term plan for the Farmhouse followed. Mr. Goncharoff requested that the HC look into the parameters for painting the exterior of the Schoolhouse.

Open Session

Upland Farmhouse Mold Remediation

Shanna Lodge provided an overview of the three bids received by the Township for the mold remediation project and informed the Board that the lowest bid has been deemed unresponsive. Ms. Lodge updated the Board regarding the presence of asbestos containing material in the house. Township staff will follow up in checking the references of the lowest responsive bidder; consideration of the bid award may be on the Board agenda for September 16.

Time Capsule

Mr. Goncharoff and Ms. Tomlinson led a discussion regarding the burying of a time capsule at the Township Building during the renovation. Ms. Lodge noted that the size of the capsule would be quite limited, were it to be included within a block wall. Mr. Goncharoff envisioned that all schools within the Township be given the chance to contribute to the capsule. Ms. Winterton suggested that others in the community may want to contribute as well and suggested incorporating a time capsule event into the 2020 Block Party. It was determined that a larger capsule, as well as an underground location, would be preferable. A location will be selected when site work on the Township building is complete.

Adjournment

There being no further business to be brought before the Board, Guy Donatelli adjourned the Joint Boards & Commission Workshop at 5:29 p.m.

Respectfully submitted,

Shanna Lodge
Assistant Township Manager



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

6

September 16, 2019

7:00 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

Shanna Lodge, Assistant Township Manager

Gwen A. Jonik, Township Secretary

Jill Bukata, Township Treasurer

John DeMarco, Police Chief

Al Gaspari, Codes Administrator

Kristin Camp, Esq., Township Solicitor

Nancy Sage, Court Reporter

Mike Heckman, Director of Public Works

Dave Leh, P.E., Gilmore & Associates

Mr. Donatelli called the meeting to order at 7:01 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 August 13, 2019 Board of Supervisors Workshop and Conditional Use Hearings. The Motion carried unanimously.

Mrs. D'Amico moved, seconded by Mr. Goncharoff, to approve the minutes of the August 19, 2019 Board of Supervisors meeting, with Mr. Goncharoff proposing a revision. Within the Supervisors Report - 2018 Audit Report, he proposed the inclusion of his question and Mr. Kowalczyk's answer that the Township has procedures in place that are sufficient to negate the improper use of Township monies. Mr. Donatelli accepted the revision to the minutes and the Motion carried with two (2) in favor and one (1) abstention (D'Amico).

Approval of Payments

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

Treasurer's Report

Jill Bukata reported that the balance sheet remains strong; year-to-date revenues are at 77.2% of the budget; year-to-date expenses are at 60.1% of the budget; and earned income tax receipts are at 79.1% of the budget, \$332,000 ahead of this time last year.

Supervisors Report

Mr. Donatelli announced that Executive Sessions were held September 4 and 10, 2019 regarding personnel matters; and he read the following calendar: September 25, 2019 6:00 PM Struble Trail Extension Conditional Use Hearing; September 25, 2019 7:00 PM Zoning Hearing –

Donoghue Application (@ 411 Eagleview Blvd. – Conference Room); October 8, 2019 4:00 PM
Board of Supervisors Workshop and Draft 2020 Budget Workshop; October 21, 2019 7:00 PM
Board of Supervisors Meeting.

ADMINISTRATION REPORTS

Township Engineer's Report

Dave Leh reported that a preconstruction meeting was held for Gunner Properties' parking lot expansion (160 Park Road); site construction is underway for Chester Springs Crossing (Jankowski Tract); and the McKee Group/Fetters Tract has submitted a construction cost estimate for review in developing their construction escrow.

Building and Codes Department Report

Al Gaspari answered Mrs. D'Amico's question about the Jankowski Tract's sewer main extension work affecting Garrison Drive in Windsor Ridge. Mr. Gaspari advised that they're almost done the work within Garrison Drive out to Route 100, and then they'll bore under Route 100, which will be a different project at a different time. Seven or eight properties have already sold in this subdivision (Chester Springs Crossing).

Mr. Gaspari reported that 67 building permits were issued last month, totaling \$90,670.34 in permit fees; a Zoning Hearing is scheduled next week for the Donoghue application - expansion of a small farmhouse on Greenridge Road; and a long-unoccupied house on Byers Road (Sorenson) is scheduled for Sheriff's Sale in the near future.

Police Chief's Report

Chief DeMarco reported that 1,134 calls were handled by the Department last month, including 7 criminal arrests and issuing 97 traffic citations. School is back in session so please be cognizant of school buses and children; Officer Kemme recently competed in a firearms competition and received an award for his shooting skills; the Department will hold another Water Ice visit, this time at Reserve at Chester Springs.

Public Works Department Report

Mike Heckman reported that 164 work orders were received and completed; problems with rags in the Eaglepointe wastewater treatment system continue; curb repairs were completed on Deerhaven, Foxclove and Krauser Roads; stormwater inlet were rebuilt on Rising Hill, Stanford and Waterview Road, and repaired on Krauser, Palsgrove, Deerhaven and Aston; preventive maintenance and State Inspections were performed on Township vehicles; Brian Owens has obtained his CDL license.

Land Development

Vantage Point Retirement Living (Parcel 6C) Amended PRD Decision. Kristin Camp explained this application was for an amendment to the Tentative PRD Plan of 1999 for Byers Station Parcel 6C, proposing a senior living facility as allowed by Board approval. Several hearings have been held and a Decision & Order is before the Board for approval. The Applicant's Solicitor, Alyson Zarro, proposed revisions to Conditions 8, 9, 11, 12 and 14 in this Draft regarding utilities, utility poles, paving the existing gravel drive, deleting the requirement for a westbound right turn lane at the Byers Road access, and the connection with the sewer main being extended east on Byers Road. Ms. Camp reviewed the revisions and finds them to be reasonable. The Board discussed each proposed revision and found them acceptable.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to approve the Decision & Order for Vantage Point Retirement Living, LLC for Amended Tentative Approval for Parcel 6C of the Byers Station Planned Residential Development as presented this evening conditioned on the incorporation of the revisions as discussed this evening. Ms. Camp advised she would amend the Decision for the Board's signatures. The Motion carried unanimously. The amended Decision follows:

ORDER

AND NOW, this 16th day of September 2019, the Board hereby approves the Application and amends the Tentative Approval for the Byers Station PRD dated July 6, 1999 to permit Parcel 6C to be developed as a senior living facility and approves a loading area 15 feet wide by 45 feet deep, subject to compliance with the following conditions. This Decision and Order grants only an amendment to the Tentative Approval in accordance with its express terms. Applicant shall apply for and obtain Final PRD Approval for Parcel 6C for the Project. Except as expressly augmented and clarified by the conditions hereinbelow, the Property and Project shall be used and developed in accordance with all of the applicable laws, ordinances, standards, specifications, resolutions and regulations of the Township and of all other agencies or authorities with jurisdiction over the Property and the senior living facility use (the "Applicable Law"). Any proposed use of the Property or Project different in any aspect from the Applicant's proposal which requires a modification of the terms and conditions of this Decision and Order or relief within the jurisdiction of the Board will require application to and approval from the Board.

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 Final PRD 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.

CONDITIONS OF APPROVAL

1. The Property shall be developed substantially in accordance with Exhibit A-11.
2. The color palette and architecture of the proposed building shall comply substantially with Exhibits A-13 through A-16 and the representations made in the Record, except that the roof over the front main entrance and the front porte-cochere shall be a gabled roof similar to the end gables over the front window elements. The minimum vertical clearance of the porte-cochere shall be fourteen (14) feet. The final color palette and design shall be approved by the Board of Supervisors during the final PRD plan review process.
3. The location and size of signs shall be approved by the Board during the final PRD plan review process. Signage shall include identification of the Butler House.
4. Removal of refuse and recycling shall occur between 7:00 AM and 5:00 PM, prevailing time, Monday through Friday.
5. All equipment installed on the roof of the proposed building shall be totally screened from view by the roof structure.
6. The Applicant shall design, permit and construct the proposed new driveway for the Butler House Property and provide written evidence that Vantage Point has legal authority to relocate the driveway to the new location on the Association Property in the area labeled "25' Wide Access Easement in favor of UPI # 32-4-495" on Sheet 1 of Exhibit A-11. The Applicant shall also provide written evidence that there is an easement or other agreement with the Association or the owner of the Butler House Property regarding access rights and the maintenance and repair of the relocated driveway on the Association Property.
7. The Applicant shall grant an easement in favor of the Butler House Property to utilize the Butler House Property Access segment crossing the Vantage Point Property.
8. The Applicant shall enter into an easement agreement with the Township for the portion of the Byers Road Access located on the Township Property. The agreement shall place all responsibility on Vantage Point and its successors for the construction, maintenance, repair and reconstruction of the driveway, signs, utilities necessary to service Vantage Point Property and appurtenances located in the easement area.
9. Applicant and the Township shall determine as part of approval for the final PRD Plan for Parcel 6C whether the existing utility poles on the existing gravel driveway to the Butler House Property shall be removed.
10. Except to the extent necessary to construct the Byers Road Access Driveway, the existing trees along the existing Butler House Property driveway located on the Township Property shall not be removed or damaged during construction.

11. Unless the Board determines during the final PRD plan review that a trail should be located elsewhere as suggested by the Township planning consultant (see Exhibit B-11), the segment of the existing driveway serving the Butler House Property crossing the Association Property and the Township Property which will not be utilized for access to the Butler House Property shall be converted to a trail. The trail shall be paved with macadam by the Applicant on the Township Property from Byers Road to the Association Property. If the Township is able to obtain the consent of the Association, the portion of the trail on the Association Property shall also be paved by Applicant. Applicant shall provide and continuously maintain signage and/or warning devices at the location where the trail crosses the Byers Road Access Driveway to warn trail users of crossing traffic.

12. Applicant shall design, permit and install all traffic improvements identified in the Applicant's Transportation Impact Assessment, Exhibit A-9, including a northbound right-turn lane at Graphite Mine Road and the Property right in/right out driveway, and an eastbound left-turn lane at the Byers Road Access driveway; even if the turning lanes do not satisfy PennDOT warrants. Subject to obtaining PennDOT approval, Applicant shall also design, permit and install other improvements to the intersection of Byers Road and Graphite Mine Road, including signal modifications, as determined necessary based on Township police accident records and recommendations of the Township traffic consultant.

13. Landscaping and fencing shall be installed and continuously maintained to block the view of the loading area and trash enclosure from Byers Road and adjacent properties.

14. Applicant shall design, permit and install all necessary infrastructure to service the Property with public sanitary sewer by connecting to a new sewer main in Byers Road that will be constructed by the Township/Municipal Authority. Applicant shall also purchase sewer capacity in an amount as determined necessary by the Township Municipal Authority.

15. The Applicant and the development of the Property and Project and related improvements shall comply with the comments and recommendations of the Township consultants set forth in Exhibits B-7, B-8, B-9, B-10 and B-15; and to the extent determined feasible or appropriate by the Board, the comments and recommendations of the Township planning consultant set forth in Exhibit B-11 applicable to the location of proposed trails.

16. The terms of the easements and other agreements required by the foregoing conditions of approval shall be satisfactory to the Board in form and substance. All easements and agreements shall be recorded contemporaneously with the final PRD plan for the Vantage Point Property.

17. Applicant and its successors and assigns in interest to the Property and the Project shall be strictly bound by a) all the representations and commitments made by or on behalf of the Applicant and the testimony, plans or other exhibits that were introduced into the Record whether or not express reference is made to said representations and commitments in this Decision; and b) all of the foregoing conditions of approval.

Windsor Baptist Church Conditional Use Decision & Order. Kristin Camp summarized the Church's application which seeks approval of an educational use in the C-1 Village Commercial District and R-2 Residential District, to allow the building addition to be greater than 6,000 SF and to allow the height of the building to exceed 35' to allow for a pitched roof. Hearings were held and a Decision & Order is before the Board for approval.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to approve the following Decision & Order for Windsor Baptist Church. The Motion carried unanimously.

ORDER

AND NOW, this 16th day of September, 2019, the Board hereby approves a conditional use pursuant to Sections 200-17.B(1) and 200-33.B(1) to permit the development of the New School Building as an educational use in the R-2 and C-1 Village District subject to the conditions listed below. The Board also approves a conditional use pursuant to Section 200-34.H to allow the New School Building to exceed 6,000 square feet. Pursuant to the authority in Section 200-34.F of the Ordinance, the Board also approves the height of the New School Building to exceed 35 feet to allow a pitched roof design as depicted in the architectural renderings which were admitted as Exhibit A-4. The conditional use approvals are subject to Applicant's compliance with the conditions listed below.

CONDITIONS OF APPROVAL

1. Applicant shall construct the New School Building in accordance with the testimony and evidence presented at the hearing for the Application, except to the extent that any testimony or exhibits are revised to comply with Code requirements and to obtain final land development approval.
2. The specific design for the architecture for the New School Building shall be discussed with the Planning Commission and Historical Commission as part of their review of the land development plans and ultimately approved by the Board as part of final land development approval.
3. Applicant shall comply with outstanding comments set forth in the Township engineer's review letter dated July 3, 2019 to the satisfaction of the specific Township consultant during the land development approval process.
4. Applicant shall annually advise the Township in writing of the enrollment for the preschool and the Academy. If the enrollment for the preschool and Academy exceed a total of 500 students, Applicant shall be required to conduct a traffic impact study and implement traffic improvements recommended in the traffic study and approved by the Township traffic consultant to improve traffic operations in the vicinity of the Property and surrounding intersections. Also, at any time upon written notice, the Township may require Applicant to conduct a traffic study if there are on-site traffic circulation issues that create safety or traffic operation issues at the site accesses or along the adjacent roads, and in such case Applicant shall be required to implement the improvements recommended in the study to improve traffic conditions and as approved by the Township traffic consultant.
5. If the enrollment for the preschool and Academy exceed a total of 500 students, Applicant shall be required to submit evidence of the sanitary sewage flows from the Property and if the flows exceed the capacity purchased to date, purchase additional sewage capacity in an amount determined by the Township sewer consultant.
6. Applicant shall demonstrate to the Zoning Officer prior to the Board issuing final land development approval that it provides sufficient parking for all of the uses on the Property based on the Ordinance requirements.
7. Applicant shall remove the modular classrooms on the Property within 90 days of obtaining a use and occupancy permit for the New School Building.
8. Applicant and its successors and assigns in interest to the Property shall be strictly bound by this Decision.

ADMINISTRATION

Alternative Energy Ordinance amendment. Mr. Donatelli opened discussion of a proposed amendment to the Alternative Energy Ordinance by deleting the sections that prohibit roof-mounted solar arrays that face the street. Al Gaspari advised he has 3 residential permits on hold because the roof-mounted arrays would face the road, he's denied such permits in the past because of the Ordinance, and the concerns of glare and aesthetics are unfounded now due to current materials and technology. Ms. Camp advised that it's unlawful to deny permits due to aesthetics. Joe Stoyack, Planning Commission member, summarized the Commission's discussion of the proposed amendment at their September 12, 2019 meeting, concluding that these deletions may create inconsistencies in the Ordinance and the Commission would rather update the entire Ordinance to reflect current technologies and materials, and requesting the Supervisors delay advertising the proposed amendment. Discussion followed regarding: safety factors and aesthetic considerations of roof-mounted solar arrays that face the street; there are federal rebates for alternative energy systems; we don't want to discourage residents from using alternative energy; not all residential systems are owned by the homeowner – they can be owned by a corporation and installed on a residence; Mr. Stoyack offered to work on the Ordinance revisions with staff, the solicitor, and research other township's ordinances; it may take 1-2 months to draft those revisions. The Supervisors agreed to wait.

2020 Pension Plan Minimum Municipal Obligations. Mr. Donatelli advised that the Township's annual minimum obligations for the Pension plans in 2020 are as follows:

Uniformed employees \$185,750; non-uniformed employees defined benefit \$89,134; and non-uniformed employees defined contribution \$18,000. Mr. Goncharoff moved, seconded by

Mrs. D'Amico, to approve the 2020 Municipal Minimum Obligations for the three Plans at those amounts. The Motion carried unanimously.

Upland Farmhouse Mold Remediation Bid. Mr. Donatelli reported the Township sought bids for mold remediation at the Upland Farms house, and to include the removal of certain asbestos-containing materials. Three bids were received – Unlimited Restoration, Inc., American Technologies, Inc. and Plymouth Environmental; the lowest bid is non-compliant. Mr. Donatelli moved, seconded by Mr. Goncharoff, to reject the lowest bid (Plymouth). The Motion carried unanimously. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to award the Contract to American Technologies, Inc. at their bid amount of \$94,253.53 which includes the removal of certain asbestos-containing materials. The Motion carried unanimously.

Township Building Low Voltage System – Revised Agreement and Warranty Provisions. Shanna Lodge requested the Board consider the revised Sales Agreement from our I.T. firm, Help-Now, to install access control, closed-circuit TV, intercom and security systems in the renovated/expanded Township Building project. Per the Board's request, the Help-Now / AES equipment sales agreement was revised to clarify and document the warranty provisions regarding AES's equipment and references their warranties. The Supervisors do not want Mr. Vargo executing the Sales Agreement until AES has signed it. Mr. Donatelli suggested tabling the topic until AES signs the revised Sales Agreement. All were in favor.

Open Session

Christina DiGiulio is now recording the meeting.

Tammy Krumbhaar, Meadow Creek Lane resident, noted that the September 30 date being considered for the Sunoco pipeline-related meeting is a Jewish holiday and requested it be rescheduled, and she provided a list of the Meadow Creek residents' questions/concerns, as requested by the Township. Mr. Donatelli advised the meeting would be rescheduled.

Fred Bauman, Meadow Creek Lane, questioned regulations regarding placing grass clippings/leaves into the street. Mr. Gaspari advised the Sidewalk Ordinance states such materials are not to be placed in the street. Ms. Lodge stated those conditions should be reported via the Township website's "Report A Concern" program.

Christina DiGiulio asked if there was an update to the Township's intervening with the Sunoco pipeline. Mr. Donatelli was not aware of anything new; he'll check the Docket.

Christina DiGiulio asked if there was an update regarding the Township's research on air monitoring devices. Ms. Lodge was not aware of anything new.

Mr. Donatelli adjourned the business meeting and announced a short recess to prepare for the Public Hearing for RIP Holdings, LLC.

Conditional Use Hearing – RIP Holdings, LLC

Mr. Donatelli called the Hearing to order at 8:23 p.m., a continuation from Hearing #1 held August 13, 2019. Ms. Camp conducted the Hearing; Nancy Sage recorded the proceedings and her Transcript is the formal Record of the Hearing. In summary, Ms. Camp advised tonight's Hearing for RIP Holdings (Profound Technologies) -- seeking conditional use approval for a building addition exceeding 6,000 SF in floor area and exceeding 60' in length -- is to discuss the parking requirements for the mixed uses in the building. The Zoning Officer has determined the building

serves a combination of uses, requiring a total of 78 parking spaces. The Applicant proposes 42 spaces which is adequate for current and future employees and retail customers which are by appointment. Alyson Zarro, Esq., Kevin Busza, Owner, and Christopher Daily, P.E., were in attendance. Board Exhibit 8 was entered into the Record. There is a provision in the Township Codes that allows the Board to modify the parking requirements. Following brief discussion Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the following Decision & Order for RIP Holdings, LLC. Mr. Goncharoff advised the Applicant that they should continue to work with the Township's Planning Commission and Historical Commission on the exterior façade. The Motion carried unanimously.

ORDER

AND NOW, this 16th day of September, 2019, the Board hereby approves a conditional use pursuant to Section 200-34.H to allow the Addition to exceed 6,000 square feet in floor area. The Board also approves a conditional use pursuant to Section 200-36.B(1)(a) to allow the north elevation of the Addition to be a maximum of 110 linear feet. Pursuant to the authority in Section 200-73.K(2), the Board approves a modification of the parking requirements to allow a total of 42 parking spaces as shown on the Conditional Use Plans. The Board is satisfied that given the limited retail activity that occurs at the Property, 42 parking spaces is sufficient to accommodate the uses of the Property.

The conditional use approvals are subject to Applicant's compliance with the conditions listed below.

CONDITIONS OF APPROVAL

1. Applicant shall construct the Addition in accordance with the testimony and evidence presented at the hearing for the Application, except to the extent that any testimony or exhibits are revised to comply with Code requirements, the conditions imposed herein or to obtain final land development approval.
2. The specific design for the architecture for the Addition and Existing Building shall be further discussed with the Planning Commission and Historical Commission as part of their review of the land development plans and ultimately approved by the Board as part of final land development approval. The architectural elevations of the Addition shall, to the extent practicable, be designed with either a traditional village architectural character or a contemporary expression of traditional styles and forms, respecting the scale, proportion, roof pitch, character, and materials of historic examples in Byers, Eagle and the surrounding area, in accordance with the standards in Section 200-36.B of the Ordinance and in keeping with the Village of Eagle Design Guidelines dated November 21, 2011.
3. Applicant shall install landscaping in front of the north elevation of the Addition to break up the long continuous building façade. The details of the landscaping to be installed on the Property shall be approved by the Board as part of land development.
4. Applicant shall comply with all outstanding comments set forth in the Township engineer's review letter dated April 29, 2019 to the satisfaction of the specific Township consultant during the land development approval process.
5. Applicant shall provide on the land development plans access easements to allow for interconnections from the existing retail properties on the adjacent properties to the east, west and south to allow for future connections to these adjacent commercial properties.
6. Applicant shall require retail customers to schedule appointments in advance and limit such appointments to one customer at a time.
7. Applicant and its successors and assigns in interest to the Property shall be strictly bound by this Decision.

Adjournment

There being no further business to be brought before the Board, Mr. Donatelli adjourned the Hearing and the evening at 8:29 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 50489 to 50564
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 |
|---------|------------|---|-------------|-------------------------|
| 50489 | 10/14/19 | 21ST 21st CENTURY MEDIA PHILLY | 319.72 | 2095 |
| 50490 | 10/14/19 | AQUAP010 AQUA PA | 751.60 | 2095 |
| 50491 | 10/14/19 | ARROC010 ARRO CONSULTING, INC. | 321.75 | 2095 |
| 50492 | 10/14/19 | BARBA010 BARBACANE THORNTON & COMPANY | 1,050.00 | 2095 |
| 50493 | 10/14/19 | BERKH030 H.A. BERKHEIMER, INC. | 150.00 | 2095 |
| 50494 | 10/14/19 | BOROPOT BOROUGH OF POTTSTOWN | 100.00 | 2095 |
| 50495 | 10/14/19 | BRANDWIN BRANDYWINE CONSERVANCY | 710.00 | 2095 |
| 50496 | 10/14/19 | BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI | 3,034.95 | 2095 |
| 50497 | 10/14/19 | BURKHOLD BURKHOLDER MFG, INC. | 56.00 | 2095 |
| 50498 | 10/14/19 | CAMPBDUR CAMPBELL DURRANT, P.C. | 150.00 | 2095 |
| 50499 | 10/14/19 | CAPITOL CAPITOL HEATING AND AIR | 1,597.00 | 2095 |
| 50500 | 10/14/19 | CHARLHIG CHARLES A HIGGINS & SONS | 6,915.60 | 2095 |
| 50501 | 10/14/19 | CINTA010 CINTAS CORPORATION #287 | 307.98 | 2095 |
| 50502 | 10/14/19 | COLLIFL COLLIFLOWER, INC | 171.02 | 2095 |
| 50503 | 10/14/19 | COLON010 COLONIAL ELECTRIC SUPPLY CO., | 91.40 | 2095 |
| 50504 | 10/14/19 | COMCA010 COMCAST | 420.92 | 2095 |
| 50505 | 10/14/19 | CONWAY01 CONWAY POWER EQUIPMENT, INC. | 8.68 | 2095 |
| 50506 | 10/14/19 | DELA030 DELAWARE VALLEY HEALTH TRUST | 57,068.06 | 2095 |
| 50507 | 10/14/19 | DELTRUST DELAWARE VALLEY PROP&LIA TRST | 18,757.25 | 2095 |
| 50508 | 10/14/19 | DEMAR010 JOHN DEMARCO | 344.25 | 2095 |
| 50509 | 10/14/19 | DIFFSAND SANDRA M. DIFFENDAL | 135.12 | 2095 |
| 50510 | 10/14/19 | DIGITALL DIGITAL-ALLY | 328.00 | 2095 |
| 50511 | 10/14/19 | DOWNTDEZ LINDA JACOBS DOWNTOWN DEZIGN | 835.00 | 2095 |
| 50512 | 10/14/19 | DRUGS010 DRUGSCAN, INC. | 235.00 | 2095 |
| 50513 | 10/14/19 | DVWCT DELAWARE VALLEY WORKERS COMP | 14,558.50 | 2095 |
| 50514 | 10/14/19 | EAGLE130 EAGLE TERMITE & PEST CONTROL | 150.00 | 2095 |
| 50515 | 10/14/19 | EAGLHARD EAGLE HARDWARE | 95.24 | 2095 |
| 50516 | 10/14/19 | EMERGVEH EMERGENCY VEHICLE OUTFITTERS | 159.99 | 2095 |
| 50517 | 10/14/19 | FASTENCO FASTENAL COMPANY | 10.53 | 2095 |
| 50518 | 10/14/19 | FISHE010 FISHER & SON COMPANY, INC. | 729.00 | 2095 |
| 50519 | 10/14/19 | FOREMOST FOREMOST PROMOTIONS | 497.34 | 2095 |
| 50520 | 10/14/19 | GILMO020 GILMORE & ASSOCIATES, INC | 1,710.93 | 2095 |
| 50521 | 10/14/19 | GLASG010 GLASGOW, INC. | 244,222.00 | 2095 |
| 50522 | 10/14/19 | GLENM010 GLENMOORE FIRE COMPANY | 100.00 | 2095 |
| 50523 | 10/14/19 | GUTHL010 GUTH LABORATORIES, INC. | 86.98 | 2095 |
| 50524 | 10/14/19 | HANKINGP THE HANKIN GROUP | 16,656.00 | 2095 |
| 50525 | 10/14/19 | HATHO010 H.A. THOMSON | 245.00 | 2095 |
| 50526 | 10/14/19 | HAWEI010 H.A. WEIGAND, INC. | 1,517.75 | 2095 |
| 50527 | 10/14/19 | HDCHESTE H-D OF CHESTER SPRINGS | 341.46 | 2095 |
| 50528 | 10/14/19 | HELPNOW HELP-NOW,LLC | 2,792.88 | 2095 |
| 50529 | 10/14/19 | HIGHSWAR HIGH SWARTZ LLP | 583.50 | 2095 |
| 50530 | 10/14/19 | HONEYBRO HONEY BROOK OUTDOOR POWER | 57.10 | 2095 |
| 50531 | 10/14/19 | INDEPGRA INDEPENDENT GRAPHICS | 1,971.31 | 2095 |
| 50532 | 10/14/19 | INTCODE INTERNATIONAL CODE COUNCIL INC | 35.95 | 2095 |
| 50533 | 10/14/19 | IRONART IRON ART & DESIGN | 1,504.90 | 2095 |
| 50534 | 10/14/19 | IRONM010 IRON MOUNTAIN | 704.10 | 2095 |
| 50535 | 10/14/19 | JONESSTE STEVEN R. JONES | 18.89 | 2095 |
| 50536 | 10/14/19 | KEENC010 KEEN COMPRESSED GAS COMPANY | 20.70 | 2095 |
| 50537 | 10/14/19 | LANCERLP LANCER SYSTEMS LP | 1,499.00 | 2095 |
| 50538 | 10/14/19 | LEVEN010 LEVENGOOD SEPTIC SERVICE | 530.00 | 2095 |
| 50539 | 10/14/19 | LINESYST TELESYSTEM | 926.50 | 2095 |

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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

| Check # | Check Date | Vendor | Amount Paid | Reconciled/Void | Ref Num |
|---------|------------|--|-------------|-----------------|---------|
| 50540 | 10/14/19 | LUDWIO60 LUDWIG'S CORNER SUPPLY CO. | 124.91 | | 2095 |
| 50541 | 10/14/19 | MARKH010 MARK HAGERTY | 159.50 | | 2095 |
| 50542 | 10/14/19 | MGL00010 MGL PRINTING SOLUTIONS | 114.00 | | 2095 |
| 50543 | 10/14/19 | NAPA0010 NAPA | 1,809.39 | | 2095 |
| 50544 | 10/14/19 | NEWHO010 NEW HOLLAND AUTO GROUP | 834.33 | | 2095 |
| 50545 | 10/14/19 | NICKERSO BYRON NICKERSON | 152.64 | | 2095 |
| 50546 | 10/14/19 | PECO0010 PECO | 3,165.68 | | 2095 |
| 50547 | 10/14/19 | PETERDRI PETER DRINKWATER | 259.96 | | 2095 |
| 50548 | 10/14/19 | POZZA005 ADAM D. POZZA | 20.00 | | 2095 |
| 50549 | 10/14/19 | PSATS010 PA ASSOCIATES OF TOWNSHIP SUPE | 75.00 | | 2095 |
| 50550 | 10/14/19 | RESPELEC RESPONSE ELECTRIC, INC. | 4,980.00 | | 2095 |
| 50551 | 10/14/19 | SCHWA010 SCHWAAB, INC. | 50.54 | | 2095 |
| 50552 | 10/14/19 | STAPLADV STAPLES ADVANTAGE | 529.75 | | 2095 |
| 50553 | 10/14/19 | STAPLCRP STAPLES CREDIT PLAN | 176.04 | | 2095 |
| 50554 | 10/14/19 | TRAISR TRAIRS BY MCMAHON | 10,487.84 | | 2095 |
| 50555 | 10/14/19 | VARGO005 VARGO, CARY | 83.34 | | 2095 |
| 50556 | 10/14/19 | VERIZ010 VERIZON | 429.72 | | 2095 |
| 50557 | 10/14/19 | VERIZFIO VERIZON | 124.99 | | 2095 |
| 50558 | 10/14/19 | VERIZOSP VERIZON - SPECIAL PROJECTS | 217.14 | | 2095 |
| 50559 | 10/14/19 | VILLA010 VILLAGE MEDICAL CENTER | 171.00 | | 2095 |
| 50560 | 10/14/19 | WESTB010 WEST BRADFORD TOWNSHIP | 40.46 | | 2095 |
| 50561 | 10/14/19 | WGAMERIC WG AMERICA COMPANY | 97.71 | | 2095 |
| 50562 | 10/14/19 | WIGGISHR WIGGINS SHREDDING | 80.00 | | 2095 |
| 50563 | 10/14/19 | WILLSCOT WILLIAMS SCOTSMAN | 1,850.00 | | 2095 |
| 50564 | 10/14/19 | WITME010 WITMER PUBLIC SAFETY GROUP, INC | 2,527.12 | | 2095 |

| Report Totals | <u>Paid</u> | <u>Void</u> | <u>Amount Paid</u> | <u>Amount Void</u> |
|-----------------|-------------|-------------|--------------------|--------------------|
| Checks: | 76 | 0 | 414,145.91 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 76 | 0 | 414,145.91 | 0.00 |

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 10/14/19 Checking Account: GENERAL G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

15

| 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 |
|-------------------|------------------------|---|-------------|---|--------------|--------|-----|------|
| 19-01441 | 10/14/19 | 21ST 21st CENTURY MEDIA PHILLY 1 advertising - donoghue | 319.72 | 21ST CENTURY MEDIA - PHILLY CL 01-400-000-341 Advertising | Expenditure | Aprv | 164 | 1 |
| | | | 319.72 | | | | | |
| 19-01365 | 10/14/19 | AQUAP010 AQUA PA 1 upland | 146.05 | PO BOX 70279 01-454-005-360 Utilities | Expenditure | Aprv | 1 | 1 |
| 19-01365 | 10/14/19 | 2 pw | 316.81 | 01-409-001-360 Utilities | Expenditure | Aprv | 2 | 1 |
| 19-01365 | 10/14/19 | 3 hp | 155.67 | 01-454-002-360 Utilities | Expenditure | Aprv | 3 | 1 |
| 19-01365 | 10/14/19 | 4 ff | 112.09 | 01-454-003-360 Utilities | Expenditure | Aprv | 4 | 1 |
| 19-01365 | 10/14/19 | 5 twp | 20.98 | 01-409-003-360 Utilities | Expenditure | Aprv | 5 | 1 |
| | | | 751.60 | | | | | |
| 19-01366 | 10/14/19 | ARROC010 ARRO CONSULTING, INC. 1 project 17000.00 consulting | 321.75 | 108 WEST AIRPORT ROAD 01-408-000-313 Non Reimbursable | Expenditure | Aprv | 6 | 1 |
| | | | 321.75 | | | | | |
| 19-01372 | 10/14/19 | BARBA010 BARBACANE THORNTON & COMPANY 1 police pension plan | 150.00 | 200 SPRINGER BUILDING 01-402-000-450 Contracted Services | Expenditure | Aprv | 12 | 1 |
| 19-01372 | 10/14/19 | 2 non-uniform pension plan | 200.00 | 01-402-000-450 Contracted Services | Expenditure | Aprv | 13 | 1 |
| 19-01448 | 10/14/19 | 1 tax collector audit | 700.00 | 01-402-000-450 Contracted Services | Expenditure | Aprv | 174 | 1 |
| | | | 1,050.00 | | | | | |
| 19-01371 | 10/14/19 | BERKH030 H.A. BERKHEIMER, INC. 1 sys access/tech support | 150.00 | ATTN: CORPORATE ACCOUNTING 01-403-000-450 Contracted Services | Expenditure | Aprv | 11 | 1 |
| | | | 150.00 | | | | | |
| 19-01370 | 10/14/19 | BOROPOTT BOROUGH OF POTTSTOWN 1 pd - holding cell fee | 100.00 | ATTN: FINANCE DEPT 01-410-000-450 Contracted Services | Expenditure | Aprv | 10 | 1 |
| | | | 100.00 | | | | | |
| 19-01369 | 10/14/19 | BRANDWIN BRANDYWINE CONSERVANCY 1 historic - ordinance update | 710.00 | 01-414-001-366 Ordinance Update | Expenditure | Aprv | 9 | 1 |
| | | | 710.00 | | | | | |
| 19-01368 | 10/14/19 | BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 twp-september general services | 3,034.95 | 118 W. MARKET STREET 01-404-000-311 | Expenditure | Aprv | 8 | 1 |

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

| Check No. PO # | Check Date Enc Date | Vendor # Name Item Description | Payment Amt | Street 1 of Address to be printed on Check Charge Account Description | Account Type | Status | Seq | Acct |
|-------------------|------------------------|---|-----------------|--|--------------|--------|-----|------|
| | | | <u>3,034.95</u> | Non Reimbursable Legal | | | | |
| 19-01367 | 10/14/19 | BURKHOLD BURKHOLDER MFG, INC. 1 parks - snappin turtle | 56.00 | 1900 HORSESHOE PIKE 01-454-001-200 Supplies | Expenditure | Aprv | 7 | 1 |
| | | | <u>56.00</u> | | | | | |
| 19-01377 | 10/14/19 | CAMPBDR CAMPBELL DURRANT, P.C. 1 twp - general matters | 150.00 | 535 SMITHFIELD STREET 01-404-000-311 Non Reimbursable Legal | Expenditure | Aprv | 24 | 1 |
| | | | <u>150.00</u> | | | | | |
| 19-01380 | 10/14/19 | CAPITOL CAPITOL HEATING AND AIR 1 pw - new AC coil | 1,597.00 | PO BOX 738 01-409-001-250 Maint & Repair | Expenditure | Aprv | 31 | 1 |
| | | | <u>1,597.00</u> | | | | | |
| 19-01376 | 10/14/19 | CHARLHIG CHARLES A HIGGINS & SONS 1 school signals - power failure | 210.00 | PO BOX 647 01-434-000-450 Contracted Services | Expenditure | Aprv | 18 | 1 |
| 19-01376 | 10/14/19 | 2 park/lcr maintenance | 6,203.00 | 01-434-000-450 Contracted Services | Expenditure | Aprv | 19 | 1 |
| 19-01376 | 10/14/19 | 3 graphite/station | 140.00 | 01-434-000-450 Contracted Services | Expenditure | Aprv | 20 | 1 |
| 19-01376 | 10/14/19 | 4 park road school signal | 75.60 | 01-434-000-450 Contracted Services | Expenditure | Aprv | 21 | 1 |
| 19-01376 | 10/14/19 | 5 rt 100/park maintenance | 105.00 | 01-434-000-450 Contracted Services | Expenditure | Aprv | 22 | 1 |
| 19-01376 | 10/14/19 | 6 rt 100/fellowship | 182.00 | 01-434-000-450 Contracted Services | Expenditure | Aprv | 23 | 1 |
| | | | <u>6,915.60</u> | | | | | |
| 19-01379 | 10/14/19 | CINTA010 CINTAS CORPORATION #287 1 mats | 74.66 | P.O. BOX 630803 01-409-001-450 Contracted Services | Expenditure | Aprv | 27 | 1 |
| 19-01379 | 10/14/19 | 2 mats | 28.00 | 01-409-003-450 Contracted Services | Expenditure | Aprv | 28 | 1 |
| 19-01379 | 10/14/19 | 3 mats | 62.41 | 01-409-001-450 Contracted Services | Expenditure | Aprv | 29 | 1 |
| 19-01379 | 10/14/19 | 4 mats | 40.25 | 01-409-003-450 Contracted Services | Expenditure | Aprv | 30 | 1 |
| 19-01439 | 10/14/19 | 1 pw - mats | 62.66 | 01-409-001-450 Contracted Services | Expenditure | Aprv | 161 | 1 |
| 19-01439 | 10/14/19 | 2 twp - mats | 40.00 | 01-409-003-450 Contracted Services | Expenditure | Aprv | 162 | 1 |
| | | | <u>307.98</u> | | | | | |
| 19-01374 | 10/14/19 | COLLIFL COLLIFLOWER, INC 1 pw - hose assembly | 136.74 | PO BOX 826398 01-438-000-200 Supplies | Expenditure | Aprv | 15 | 1 |
| 19-01374 | 10/14/19 | 2 pw - hose | 34.28 | 01-438-000-200 | Expenditure | Aprv | 16 | 1 |

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 3

| 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 | | | | | |
| | | | 171.02 | Supplies | | | | | |
| 19-01375 | 10/14/19 | COLON010 COLONIAL ELECTRIC SUPPLY CO., | 91.40 | 201 W. CHURCH ROAD | 01-409-004-200 | Expenditure | Aprv | 17 | 1 |
| | | 1 milford - light | 91.40 | Supplies | | | | | |
| 19-01378 | 10/14/19 | COMCA010 COMCAST | 224.07 | P.O. BOX 70219 | 01-409-003-450 | Expenditure | Aprv | 25 | 1 |
| | | 1 township | 196.85 | Contracted Services | 01-409-001-450 | Expenditure | Aprv | 26 | 1 |
| 19-01378 | 10/14/19 | 2 pw | 420.92 | Contracted Services | | | | | |
| 19-01373 | 10/14/19 | CONWAY01 CONWAY POWER EQUIPMENT, INC. | 8.68 | 1614 EAST STRASBURG ROAD | 01-454-001-200 | Expenditure | Aprv | 14 | 1 |
| | | 1 parks - spring | 8.68 | Supplies | | | | | |
| 19-01381 | 10/14/19 | DELA030 DELAWARE VALLEY HEALTH TRUST | 7,181.92 | PO Box 95000-5440 | 01-401-000-156 | Expenditure | Aprv | 32 | 1 |
| | | 1 admin | 26,470.63 | Employee Benefit Expens | 01-410-000-156 | Expenditure | Aprv | 33 | 1 |
| 19-01381 | 10/14/19 | 2 pd | 5,965.23 | Employee Benefit Expense | 01-413-000-156 | Expenditure | Aprv | 34 | 1 |
| 19-01381 | 10/14/19 | 3 codes | 11,860.67 | Employee Benefit Expens | 01-438-000-156 | Expenditure | Aprv | 35 | 1 |
| 19-01381 | 10/14/19 | 4 pw | 5,589.61 | Employee Benefit Expense | 01-438-001-156 | Expenditure | Aprv | 36 | 1 |
| 19-01381 | 10/14/19 | 5 pw - facilities | 57,068.06 | Employee Benefit Expense | | | | | |
| 19-01383 | 10/14/19 | DELTRUST DELAWARE VALLEY PROP&LIA TRST | 2,759.08 | P.O. BOX 95000-5725 | 01-409-003-351 | Expenditure | Aprv | 43 | 1 |
| | | 1 township | 394.15 | Insurance Property | 01-409-004-351 | Expenditure | Aprv | 44 | 1 |
| 19-01383 | 10/14/19 | 2 milford | 788.31 | Insurance - property | 01-454-002-351 | Expenditure | Aprv | 45 | 1 |
| 19-01383 | 10/14/19 | 3 hp | 788.31 | Insurance-Property | 01-454-005-351 | Expenditure | Aprv | 46 | 1 |
| 19-01383 | 10/14/19 | 4 upland | 2,364.93 | Insurance - Building | 01-409-001-351 | Expenditure | Aprv | 47 | 1 |
| 19-01383 | 10/14/19 | 5 pw | 788.31 | Insurance-Property | 01-454-003-351 | Expenditure | Aprv | 48 | 1 |
| 19-01383 | 10/14/19 | 6 ff | 4,662.34 | Insurance Property | 01-400-000-352 | Expenditure | Aprv | 49 | 1 |
| 19-01383 | 10/14/19 | 7 exec | 105.87 | Insurance-Liability | 01-401-000-352 | Expenditure | Aprv | 50 | 1 |
| 19-01383 | 10/14/19 | 8 admin | 3,637.45 | Insurance - Liability | 01-410-000-352 | Expenditure | Aprv | 51 | 1 |
| 19-01383 | 10/14/19 | 9 pd | | Insurance - Liability | | | | | |

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 4

| 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 |
|-------------------|------------------------|--|-------------|--|--------------|--------|-----|------|
| 19-01383 | 10/14/19 | 10 codes | 105.87 | 01-413-000-352 Insurance - Liability | Expenditure | Aprv | 52 | 1 |
| 19-01383 | 10/14/19 | 11 pw | 441.09 | 01-438-000-352 Insurance - Liability | Expenditure | Aprv | 53 | 1 |
| 19-01383 | 10/14/19 | 12 pw - facilities | 441.09 | 01-438-001-352 Insurance - Liability | Expenditure | Aprv | 54 | 1 |
| 19-01383 | 10/14/19 | 13 admin | 87.32 | 01-401-000-353 Insurance - Vehicle | Expenditure | Aprv | 55 | 1 |
| 19-01383 | 10/14/19 | 14 pd | 607.24 | 01-410-000-353 Insurance - Vehicles | Expenditure | Aprv | 56 | 1 |
| 19-01383 | 10/14/19 | 15 codes | 87.32 | 01-413-000-353 Insurance - Vehicle | Expenditure | Aprv | 57 | 1 |
| 19-01383 | 10/14/19 | 16 pw | 349.28 | 01-438-000-353 Vehicle Insurance | Expenditure | Aprv | 58 | 1 |
| 19-01383 | 10/14/19 | 17 pw - facilities | 349.29 | 01-438-001-353 Vehicle Insurance | Expenditure | Aprv | 59 | 1 |
| | | | 18,757.25 | | | | | |
| 19-01384 | 10/14/19 | 10/14/19 DEMAR010 JOHN DEMARCO 1 july-sept services | 344.25 | 01-410-000-158 Medical Expense Reimbursements | Expenditure | Aprv | 60 | 1 |
| | | | 344.25 | | | | | |
| 19-01388 | 10/14/19 | 10/14/19 DIFFSAND SANDRA M. DIFFENDAL 1 travel for trainings | 135.12 | 01-401-000-317 Parking/Travel | Expenditure | Aprv | 65 | 1 |
| | | | 135.12 | | | | | |
| 19-01389 | 10/14/19 | 10/14/19 DIGITALL DIGITAL-ALLY 1 pd - battery | 328.00 | PO BOX 413183 01-410-000-235 Vehicle Maintenance | Expenditure | Aprv | 66 | 1 |
| | | | 328.00 | | | | | |
| 19-01386 | 10/14/19 | 10/14/19 DOWNTDEZ LINDA JACOBS DOWNTOWN DEZIGN 1 fall 2019 newsletter | 835.00 | 238 E. HIGH STREET 01-400-000-342 Printing | Expenditure | Aprv | 63 | 1 |
| | | | 835.00 | | | | | |
| 19-01387 | 10/14/19 | 10/14/19 DRUGS010 DRUGSCAN. INC. 1 pd - labs | 235.00 | PO BOX 536627 01-410-000-450 Contracted Services | Expenditure | Aprv | 64 | 1 |
| | | | 235.00 | | | | | |
| 19-01382 | 10/14/19 | 10/14/19 DVWCT DELAWARE VALLEY WORKERS COMP 1 admin | 436.76 | P.O. BOX 95000-5730 01-401-000-354 Insurance-Workers Comp | Expenditure | Aprv | 37 | 1 |
| 19-01382 | 10/14/19 | 2 pd | 9,463.03 | 01-410-000-354 Insurance - Workers Com | Expenditure | Aprv | 38 | 1 |
| 19-01382 | 10/14/19 | 3 codes | 436.76 | 01-413-000-354 Insurance - Workers Comp | Expenditure | Aprv | 39 | 1 |
| 19-01382 | 10/14/19 | 4 pw | 2,183.78 | 01-438-000-354 Insurance Workers Com | Expenditure | Aprv | 40 | 1 |

| 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 |
|-------------------|------------------------|-----------------------------------|-------------|--|--------------|--------|-----|------|
| 19-01382 | 10/14/19 | 5 pw - facilities | 1,310.27 | 01-438-001-354 | Expenditure | Aprv | 41 | 1 |
| 19-01382 | 10/14/19 | 6 parks | 727.90 | Insurance - Workers Comp - Facilities 01-454-001-354 | Expenditure | Aprv | 42 | 1 |
| | | | 14,558.50 | Insurance - Workers Com | | | | |
| 10/14/19 | EAGLE130 | EAGLE TERMITE & PEST CONTROL | | P. O. BOX 325 | | | | |
| 19-01390 | 10/14/19 | 1 twp - bee removal | 150.00 | 01-409-003-450 | Expenditure | Aprv | 67 | 1 |
| | | | 150.00 | Contracted Services | | | | |
| 10/14/19 | EAGLHARD | EAGLE HARDWARE | | | | | | |
| 19-01391 | 10/14/19 | 1 parks - eye quick snap | 4.49 | 01-454-001-200 | Expenditure | Aprv | 68 | 1 |
| 19-01391 | 10/14/19 | 2 codes - tape/rag | 17.07 | Supplies 01-413-000-200 | Expenditure | Aprv | 69 | 1 |
| 19-01391 | 10/14/19 | 3 pw - caulk gun | 9.49 | Supplies 01-438-000-200 | Expenditure | Aprv | 70 | 1 |
| 19-01391 | 10/14/19 | 4 pw - paint | 18.87 | Supplies 01-438-000-200 | Expenditure | Aprv | 71 | 1 |
| 19-01391 | 10/14/19 | 5 hp - hardware | 14.37 | Supplies-Hickory 01-454-002-200 | Expenditure | Aprv | 72 | 1 |
| 19-01391 | 10/14/19 | 6 pd - wipes, bolts, batteries | 26.46 | Small Tools & Equipment 01-410-000-260 | Expenditure | Aprv | 73 | 1 |
| 19-01391 | 10/14/19 | 7 parks - eye quick snap | 4.49 | Supplies 01-454-001-200 | Expenditure | Aprv | 74 | 1 |
| | | | 95.24 | | | | | |
| 10/14/19 | EMERGVEH | EMERGENCY VEHICLE OUTFITTERS | | 45 SENN DRIVE | | | | |
| 19-01392 | 10/14/19 | 1 pw - amber beacon | 159.99 | 01-438-000-245 | Expenditure | Aprv | 75 | 1 |
| | | | 159.99 | Highway Supplies | | | | |
| 10/14/19 | FASTENCO | FASTENAL COMPANY | | P.O. BOX 1286 | | | | |
| 19-01393 | 10/14/19 | 1 pw - screws | 10.53 | 01-438-000-200 | Expenditure | Aprv | 76 | 1 |
| | | | 10.53 | Supplies | | | | |
| 10/14/19 | FISHE010 | FISHER & SON COMPANY, INC. | | 110 SUMMIT DRIVE | | | | |
| 19-01394 | 10/14/19 | 1 ff-mix; stellar,apple,blackcat | 680.00 | 01-454-003-200 | Expenditure | Aprv | 77 | 1 |
| 19-01394 | 10/14/19 | 2 parks - herbicide | 49.00 | Supplies 01-454-001-200 | Expenditure | Aprv | 78 | 1 |
| | | | 729.00 | Supplies | | | | |
| 10/14/19 | FOREMOST | FOREMOST PROMOTIONS | | 1270 GLEN AVE | | | | |
| 19-01395 | 10/14/19 | 1 pd - custom badges | 497.34 | 01-410-000-340 | Expenditure | Aprv | 79 | 1 |
| | | | 497.34 | Public Relations | | | | |
| 10/14/19 | GILMO020 | GILMORE & ASSOCIATES, INC | | 65 E. BULTER AVENUE, SUITE 100 | | | | |
| 19-01399 | 10/14/19 | 1 803 n reeds road - nash | 401.25 | 01-408-000-313 | Expenditure | Aprv | 83 | 1 |

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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 | | | | | |
| 19-01399 | 10/14/19 | 2 september general services | 1,309.68 | Non Reimbursable | 01-408-000-313 | Expenditure | Aprv | 84 | 1 |
| | | | <u>1,710.93</u> | Non Reimbursable | | | | | |
| 19-01396 | 10/14/19 | 1 2019 road resurfacing | 244,222.00 | PO BOX 1089 | 01-438-000-720 | Expenditure | Aprv | 80 | 1 |
| | | | <u>244,222.00</u> | Road Resurfacing | | | | | |
| 19-01398 | 10/14/19 | 1 reimbursement - lcr fire | 100.00 | P. O. BOX 550 | 01-400-000-463 | Expenditure | Aprv | 82 | 1 |
| | | | <u>100.00</u> | Misc expenses | | | | | |
| 19-01397 | 10/14/19 | 1 pd - solutions | 86.98 | 590 NORTH 67TH STREET | 01-410-000-260 | Expenditure | Aprv | 81 | 1 |
| | | | <u>86.98</u> | Small Tools & Equipment | | | | | |
| 19-01403 | 10/14/19 | 1 415 eagleview lease pay 7 & 8 | 16,656.00 | 707 EAGLEVIEW BOULEVARD | 01-409-003-380 | Expenditure | Aprv | 93 | 1 |
| | | | <u>16,656.00</u> | Rent | | | | | |
| 19-01404 | 10/14/19 | 1 c vargo renewal bond | 245.00 | LUDWIGS CORNER PROFESSIONAL CE | 01-400-000-350 | Expenditure | Aprv | 94 | 1 |
| | | | <u>245.00</u> | Insurance-Bonding | | | | | |
| 19-01400 | 10/14/19 | 1 jumbo signs | 265.50 | 1409 STATE ROAD | 01-433-000-200 | Expenditure | Aprv | 85 | 1 |
| 19-01400 | 10/14/19 | 2 overlay signage | 1,016.70 | Supplies | 01-433-000-200 | Expenditure | Aprv | 86 | 1 |
| 19-01400 | 10/14/19 | 3 30x30, jumbo | 141.65 | Supplies | 01-433-000-200 | Expenditure | Aprv | 87 | 1 |
| 19-01400 | 10/14/19 | 4 2 - 30x30 | 93.90 | Supplies | 01-433-000-200 | Expenditure | Aprv | 88 | 1 |
| | | | <u>1,517.75</u> | Supplies | | | | | |
| 19-01406 | 10/14/19 | 1 pd - lk service | 341.46 | 12 POTTSTOWN PIKE | 01-410-000-235 | Expenditure | Aprv | 96 | 1 |
| | | | <u>341.46</u> | Vehicle Maintenance | | | | | |
| 19-01401 | 10/14/19 | 1 monthly guardian services | 2,721.63 | 15 E UWCHLAN AVE | 01-407-000-450 | Expenditure | Aprv | 89 | 1 |
| 19-01401 | 10/14/19 | 2 admin - service tickets | 23.75 | Contracted Services | 01-401-000-450 | Expenditure | Aprv | 90 | 1 |
| 19-01401 | 10/14/19 | 3 pd - service tickets | 47.50 | Contracted Services | 01-410-000-450 | Expenditure | Aprv | 91 | 1 |

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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 | | | | | |
| | | | 2,792.88 | Contracted Services | | | | | |
| 19-01405 | 10/14/19 | HIGHSWAR HIGH SWARTZ LLP | | 40 EAST AIRY STREET | | | | | |
| 10/14/19 | 10/14/19 | 1 litigation vs. sunoco pipeline | 583.50 | 01-404-000-311 | Expenditure | Aprv | 95 | 1 | |
| | | | 583.50 | Non Reimbursable Legal | | | | | |
| 19-01402 | 10/14/19 | HONEYBRO HONEY BROOK OUTDOOR POWER | | 4270 HORSESHOE PIKE | | | | | |
| 10/14/19 | 10/14/19 | 1 parks - pulley, deck spring | 57.10 | 01-454-001-200 | Expenditure | Aprv | 92 | 1 | |
| | | | 57.10 | Supplies | | | | | |
| 19-01411 | 10/14/19 | INDEPGRA INDEPENDENT GRAPHICS | | PO BOX 703 | | | | | |
| 10/14/19 | 10/14/19 | 1 fall 2019 newsletter | 1,971.31 | 01-400-000-342 | Expenditure | Aprv | 101 | 1 | |
| | | | 1,971.31 | Printing | | | | | |
| 19-01409 | 10/14/19 | INTCODE INTERNATIONAL CODE COUNCIL INC | | 25442 NETWORK PLACE | | | | | |
| 10/14/19 | 10/14/19 | 1 codes - plan review pdf | 35.95 | 01-413-000-200 | Expenditure | Aprv | 99 | 1 | |
| | | | 35.95 | Supplies | | | | | |
| 19-01407 | 10/14/19 | IRONART IRON ART & DESIGN | | 355 NORTH RAILROAD AVE | | | | | |
| 10/14/19 | 10/14/19 | 1 ff - railings | 1,504.90 | 01-454-003-450 | Expenditure | Aprv | 97 | 1 | |
| | | | 1,504.90 | Contracted Services | | | | | |
| 19-01410 | 10/14/19 | IRONM010 IRON MOUNTAIN | | P.O. BOX 27128 | | | | | |
| 10/14/19 | 10/14/19 | 1 off site storage | 704.10 | 01-401-000-450 | Expenditure | Aprv | 100 | 1 | |
| | | | 704.10 | Contracted Services | | | | | |
| 19-01408 | 10/14/19 | JONESSTE STEVEN R. JONES | | 01-410-000-158 | Expenditure | Aprv | 98 | 1 | |
| 10/14/19 | 10/14/19 | 1 may - august services | 18.89 | Medical Expense Reimbursements | | | | | |
| | | | 18.89 | | | | | | |
| 19-01412 | 10/14/19 | KEENC010 KEEN COMPRESSED GAS COMPANY | | PO BOX 15151 | | | | | |
| 10/14/19 | 10/14/19 | 1 pw - cylinder rentals | 20.70 | 01-438-000-450 | Expenditure | Aprv | 102 | 1 | |
| | | | 20.70 | Contracted Services | | | | | |
| 19-01414 | 10/14/19 | LANCERLP LANCER SYSTEMS LP | | 2800 MILFORD SQUARE PIKE | | | | | |
| 10/14/19 | 10/14/19 | 1 pd - patrol rifle | 1,499.00 | 01-410-000-260 | Expenditure | Aprv | 109 | 1 | |
| | | | 1,499.00 | Small Tools & Equipment | | | | | |
| 19-01415 | 10/14/19 | LEVEN010 LEVENGOOD SEPTIC SERVICE | | 287 BUCKHEAD LANE | | | | | |
| 10/14/19 | 10/14/19 | 1 hp - pumped holding tank | 265.00 | 01-454-002-450 | Expenditure | Aprv | 110 | 1 | |
| | | | | Contracted Services | | | | | |
| 19-01415 | 10/14/19 | 2 hp - pumped holding tank | 265.00 | 01-454-002-450 | Expenditure | Aprv | 111 | 1 | |

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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 | | | | | |
| | | | 530.00 | Contracted Services | | | | | |
| | | | | | | | | | |
| 19-01426 | 10/14/19 | 10/14/19 LINESYST TELESYSTEM | | PO BOX 826590 | | | | | |
| 19-01426 | 10/14/19 | 1 pw | 248.44 | 01-409-001-320 | Telephone | Expenditure | Aprv | 141 | 1 |
| 19-01426 | 10/14/19 | 2 twp | 347.09 | 01-409-003-320 | Telephone | Expenditure | Aprv | 142 | 1 |
| 19-01426 | 10/14/19 | 3 milford | 330.97 | 01-409-004-320 | Telephone | Expenditure | Aprv | 143 | 1 |
| | | | 926.50 | | | | | | |
| | | | | | | | | | |
| 19-01413 | 10/14/19 | 10/14/19 LUDWIG'S CORNER SUPPLY CO. | | 1230 POTTSTOWN PIKE | | | | | |
| 19-01413 | 10/14/19 | 1 fish line, sprayer | 17.78 | 01-454-003-200 | Supplies | Expenditure | Aprv | 103 | 1 |
| 19-01413 | 10/14/19 | 2 pw - fuel tubing | 7.47 | 01-438-000-200 | Supplies | Expenditure | Aprv | 104 | 1 |
| 19-01413 | 10/14/19 | 3 pw - coupler, nipple, valve | 35.40 | 01-438-000-200 | Supplies | Expenditure | Aprv | 105 | 1 |
| 19-01413 | 10/14/19 | 4 pw - propane | 20.00 | 01-438-000-200 | Supplies | Expenditure | Aprv | 106 | 1 |
| 19-01413 | 10/14/19 | 5 pw - bucket, sponge | 13.48 | 01-438-000-200 | Supplies | Expenditure | Aprv | 107 | 1 |
| 19-01413 | 10/14/19 | 6 pw - nuts, fasteners | 30.78 | 01-438-000-245 | Highway Supplies | Expenditure | Aprv | 108 | 1 |
| | | | 124.91 | | | | | | |
| | | | | | | | | | |
| 19-01440 | 10/14/19 | 10/14/19 MARK HAGERTY | | OFFICIAL COURT REPORTER | | | | | |
| 19-01440 | 10/14/19 | 1 court reporter - donoghue | 159.50 | 01-414-001-301 | Court Reporter | Expenditure | Aprv | 163 | 1 |
| | | | 159.50 | | | | | | |
| | | | | | | | | | |
| 19-01416 | 10/14/19 | 10/14/19 MGL PRINTING SOLUTIONS | | 154 South Street | | | | | |
| 19-01416 | 10/14/19 | 1 twp - envelopes | 114.00 | 01-401-000-200 | Supplies | Expenditure | Aprv | 112 | 1 |
| | | | 114.00 | | | | | | |
| | | | | | | | | | |
| 19-01418 | 10/14/19 | 10/14/19 NAPA | | PO BOX 461 | | | | | |
| 19-01418 | 10/14/19 | 1 pw - pump | 81.06 | 01-438-000-200 | Supplies | Expenditure | Aprv | 117 | 1 |
| 19-01418 | 10/14/19 | 2 pw - pump | 81.06 | 01-438-000-200 | Supplies | Expenditure | Aprv | 118 | 1 |
| 19-01418 | 10/14/19 | 3 pd - rotors | 227.98 | 01-410-000-235 | Vehicle Maintenance | Expenditure | Aprv | 119 | 1 |
| 19-01418 | 10/14/19 | 4 parks - battery/reman | 274.47 | 01-454-001-235 | Vehicle Maintenance | Expenditure | Aprv | 120 | 1 |
| 19-01418 | 10/14/19 | 5 pw - fuel fil/brakleen | 59.02 | 01-438-000-200 | Supplies | Expenditure | Aprv | 121 | 1 |
| 19-01418 | 10/14/19 | 6 pw - 100pc copper | 21.58 | 01-438-000-200 | Supplies | Expenditure | Aprv | 122 | 1 |
| 19-01418 | 10/14/19 | 7 pd - battery | 233.44 | 01-410-000-235 | Vehicle Maintenance | Expenditure | Aprv | 123 | 1 |

| 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 |
|--|------------------------|-----------------------------------|-------------|--|--------------|--------|-----|------|
| 19-01418 | 10/14/19 | 8 pw - retainer | 16.23 | 01-438-000-200 Supplies | Expenditure | Aprv | 124 | 1 |
| 19-01418 | 10/14/19 | 9 pw - socket | 27.15 | 01-438-000-200 Supplies | Expenditure | Aprv | 125 | 1 |
| 19-01418 | 10/14/19 | 10 pw - aero gum cutter | 39.48 | 01-438-000-200 Supplies | Expenditure | Aprv | 126 | 1 |
| 19-01418 | 10/14/19 | 11 pw - trim shine | 13.10 | 01-438-000-200 Supplies | Expenditure | Aprv | 127 | 1 |
| 19-01418 | 10/14/19 | 12 pd - battery, bolts | 146.30 | 01-410-000-235 Vehicle Maintenance | Expenditure | Aprv | 128 | 1 |
| 19-01418 | 10/14/19 | 13 pw - battery | 410.85 | 01-438-000-235 Vehicle Maintenance | Expenditure | Aprv | 129 | 1 |
| 19-01418 | 10/14/19 | 14 pw - battery | 99.73 | 01-409-001-250 Maint & Repair | Expenditure | Aprv | 130 | 1 |
| 19-01418 | 10/14/19 | 15 hwy - filters | 41.34 | 01-438-000-245 Highway Supplies | Expenditure | Aprv | 131 | 1 |
| 19-01418 | 10/14/19 | 16 pw - spark plug | 24.40 | 01-438-000-200 Supplies | Expenditure | Aprv | 132 | 1 |
| 19-01418 | 10/14/19 | 17 pw - spark plug | 12.20 | 01-438-000-200 Supplies | Expenditure | Aprv | 133 | 1 |
| | | | 1,809.39 | | | | | |
| 10/14/19 NEWHO010 NEW HOLLAND AUTO GROUP | | | | 508 WEST MAIN STREET | | | | |
| 19-01417 | 10/14/19 | 1 pd - housing, caliper | 507.84 | 01-410-000-235 Vehicle Maintenance | Expenditure | Aprv | 113 | 1 |
| 19-01417 | 10/14/19 | 2 pw - lamp | 93.75 | 01-438-000-200 Supplies | Expenditure | Aprv | 114 | 1 |
| 19-01417 | 10/14/19 | 3 pw - lamp tail | 195.75 | 01-438-000-235 Vehicle Maintenance | Expenditure | Aprv | 115 | 1 |
| 19-01417 | 10/14/19 | 4 parks - handle | 36.99 | 01-454-001-235 Vehicle Maintenance | Expenditure | Aprv | 116 | 1 |
| | | | 834.33 | | | | | |
| 10/14/19 NICKERSO BYRON NICKERSON | | | | 102 NORMAN CIRCLE | | | | |
| 19-01419 | 10/14/19 | 1 various trainings/travel | 152.64 | 01-415-000-317 Parking/Travel | Expenditure | Aprv | 134 | 1 |
| | | | 152.64 | | | | | |
| 10/14/19 PEC00010 PECO | | | | PO BOX 37629 | | | | |
| 19-01442 | 10/14/19 | 1 upland | 57.92 | 01-454-005-360 Utilities | Expenditure | Aprv | 165 | 1 |
| 19-01442 | 10/14/19 | 2 twp | 241.53 | 01-409-003-360 Utilities | Expenditure | Aprv | 166 | 1 |
| 19-01442 | 10/14/19 | 3 twp | 95.32 | 01-409-003-360 Utilities | Expenditure | Aprv | 167 | 1 |
| 19-01442 | 10/14/19 | 4 ff - field lights | 1,240.49 | 01-454-003-360 Utilities | Expenditure | Aprv | 168 | 1 |
| 19-01442 | 10/14/19 | 5 ff | 162.30 | 01-454-003-360 Utilities | Expenditure | Aprv | 169 | 1 |
| 19-01442 | 10/14/19 | 6 pw | 555.92 | 01-409-001-360 Utilities | Expenditure | Aprv | 170 | 1 |
| 19-01442 | 10/14/19 | 7 twp | 460.48 | 01-409-003-360 | Expenditure | Aprv | 171 | 1 |

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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 | 24 |
|-----------|------------|---|------------------|--|--------------------------------|--------------|--------|-----|------|----|
| PO # | Enc Date | Item Description | | | Description | | | | | |
| 19-01442 | 10/14/19 | 8 milford | 252.63 | Utilities | 01-409-004-360 | Expenditure | Aprv | 172 | 1 | |
| 19-01442 | 10/14/19 | 9 hp | 99.09 | Utilities | 01-454-002-360 | Expenditure | Aprv | 173 | 1 | |
| | | | <u>3,165.68</u> | Utilities | | | | | | |
| | 10/14/19 | PETERDRI PETER DRINKWATER | | 483 LEE PLACE | | | | | | |
| 19-01385 | 10/14/19 | 1 mileage | 64.96 | 01-410-000-317 | Parking & travel | Expenditure | Aprv | 61 | 1 | |
| 19-01385 | 10/14/19 | 2 training | 195.00 | 01-410-000-316 | Training/Seminar | Expenditure | Aprv | 62 | 1 | |
| | | | <u>259.96</u> | | | | | | | |
| | 10/14/19 | POZZA005 ADAM D. POZZA | | | | | | | | |
| 19-01420 | 10/14/19 | 1 2019 services | 20.00 | 01-410-000-158 | Medical Expense Reimbursements | Expenditure | Aprv | 135 | 1 | |
| | | | <u>20.00</u> | | | | | | | |
| | 10/14/19 | PSATS010 PA ASSOCIATES OF TOWNSHIP SUPE | | 4855 WOODLAND DRIVE | | | | | | |
| 19-01421 | 10/14/19 | 1 fall forum - jamie goncharoff | 75.00 | 01-400-000-460 | Meeting & Conferences | Expenditure | Aprv | 136 | 1 | |
| | | | <u>75.00</u> | | | | | | | |
| | 10/14/19 | RESPELEC RESPONSE ELECTRIC, INC. | | 6301 5th STREET | | | | | | |
| 19-01422 | 10/14/19 | 1 hp - lighting proposal | 4,980.00 | 01-454-002-450 | Contracted Services | Expenditure | Aprv | 137 | 1 | |
| | | | <u>4,980.00</u> | | | | | | | |
| | 10/14/19 | SCHWA010 SCHWAAB, INC. | | ACCS. RECEIVABLE | | | | | | |
| 19-01423 | 10/14/19 | 1 admin - stamper | 50.54 | 01-401-000-200 | Supplies | Expenditure | Aprv | 138 | 1 | |
| | | | <u>50.54</u> | | | | | | | |
| | 10/14/19 | STAPLADV STAPLES ADVANTAGE | | PO BOX 105638 | | | | | | |
| 19-01425 | 10/14/19 | 1 admin-office/kitchen supplies | 529.75 | 01-401-000-200 | Supplies | Expenditure | Aprv | 140 | 1 | |
| | | | <u>529.75</u> | | | | | | | |
| | 10/14/19 | STAPLCRP STAPLES CREDIT PLAN | | PO BOX 78004 | | | | | | |
| 19-01424 | 10/14/19 | 1 pd - office supplies | 176.04 | 01-410-000-200 | Supplies | Expenditure | Aprv | 139 | 1 | |
| | | | <u>176.04</u> | | | | | | | |
| | 10/14/19 | TRAISR TRAISR BY MCMAHON | | 425 COMMERCE DRIVE | | | | | | |
| 19-01427 | 10/14/19 | 1 august services | 6,676.84 | 01-407-000-220 | Software | Expenditure | Aprv | 144 | 1 | |
| 19-01450 | 10/14/19 | 1 january 2019 services | 3,811.00 | 01-407-000-220 | Software | Expenditure | Aprv | 175 | 1 | |
| | | | <u>10,487.84</u> | | | | | | | |
| | 10/14/19 | VARGO005 VARGO, CARY | | | | | | | | |

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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 | | | | | |
| 19-01428 | 10/14/19 | 1 cary cell | 83.34 | 01-400-000-320 | Telephone | Expenditure | Aprv | 145 | 1 |
| | | | <u>83.34</u> | | | | | | |
| | 10/14/19 | VERIZ010 VERIZON | | PO BOX 28000 | | | | | |
| 19-01432 | 10/14/19 | 1 milford | 286.91 | 01-409-004-320 | Telephone | Expenditure | Aprv | 149 | 1 |
| 19-01432 | 10/14/19 | 2 pw | 142.81 | 01-409-001-320 | Telephone | Expenditure | Aprv | 150 | 1 |
| | | | <u>429.72</u> | | | | | | |
| | 10/14/19 | VERIZFIO VERIZON | | PO BOX 15124 | | | | | |
| 19-01431 | 10/14/19 | 1 ff - internet | 124.99 | 01-454-003-320 | Telephone | Expenditure | Aprv | 148 | 1 |
| | | | <u>124.99</u> | | | | | | |
| | 10/14/19 | VERIZOSP VERIZON - SPECIAL PROJECTS | | PO BOX 4861 | | | | | |
| 19-01429 | 10/14/19 | 1 october conduit occupancy | 217.14 | 01-434-000-450 | Contracted Services | Expenditure | Aprv | 146 | 1 |
| | | | <u>217.14</u> | | | | | | |
| | 10/14/19 | VILLA010 VILLAGE MEDICAL CENTER | | 625 N POTTSTOWN PIKE | | | | | |
| 19-01430 | 10/14/19 | 1 pw-employee medical activity | 171.00 | 01-438-000-450 | Contracted Services | Expenditure | Aprv | 147 | 1 |
| | | | <u>171.00</u> | | | | | | |
| | 10/14/19 | WESTB010 WEST BRADFORD TOWNSHIP | | 1385 CAMPUS DRIVE | | | | | |
| 19-01435 | 10/14/19 | 1 pw - sodium chloride bid | 40.46 | 01-438-000-341 | Advertisting | Expenditure | Aprv | 154 | 1 |
| | | | <u>40.46</u> | | | | | | |
| | 10/14/19 | WGAMERIC WG AMERICA COMPANY | | PO BOX 448 | | | | | |
| 19-01437 | 10/14/19 | 1 twp - water | 20.34 | 01-401-000-200 | Supplies | Expenditure | Aprv | 156 | 1 |
| 19-01437 | 10/14/19 | 2 twp - water | 2.98 | 01-401-000-200 | Supplies | Expenditure | Aprv | 157 | 1 |
| 19-01437 | 10/14/19 | 3 pw - kitchen supplies | 64.63 | 01-438-000-200 | Supplies | Expenditure | Aprv | 158 | 1 |
| 19-01437 | 10/14/19 | 4 pd - water | 2.98 | 01-410-000-200 | Supplies | Expenditure | Aprv | 159 | 1 |
| 19-01437 | 10/14/19 | 5 pd - water | 6.78 | 01-410-000-200 | Supplies | Expenditure | Aprv | 160 | 1 |
| | | | <u>97.71</u> | | | | | | |
| | 10/14/19 | WIGGISHR WIGGINS SHREDDING | | 908 OLD FERN HILL ROAD | | | | | |
| 19-01436 | 10/14/19 | 1 pd - shred bins | 80.00 | 01-410-000-200 | Supplies | Expenditure | Aprv | 155 | 1 |
| | | | <u>80.00</u> | | | | | | |
| | 10/14/19 | WILLSCOT WILLIAMS SCOTSMAN | | PO BOX 91975 | | | | | |
| 19-01433 | 10/14/19 | 1 modular rental 9/27-10/26/19 | 1,850.00 | 01-409-005-200 | Police Relocated - Supplies | Expenditure | Aprv | 151 | 1 |

October 10, 2019
02:43 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 12

| Check No. | Check Date | Vendor # | Name | Payment Amt | Street 1 of Address to be printed on Check | Charge Account | Account Type | Status | Seq | Acct |
|-----------|------------|----------|---------------------------------|-------------|--|----------------|--------------|--------|-----|------|
| PO # | Enc Date | Item | Description | | Description | | | | | |
| | | | | 1,850.00 | | | | | | |
| | 10/14/19 | WITME010 | WITMER PUBLIC SAFETY GROUP, INC | | 104 INDEPENDENCE WAY | | | | | |
| 19-01434 | 10/14/19 | 1 | pd - armor | 1,647.12 | 01-410-000-238 | Expenditure | Aprv | | 152 | 1 |
| | | | | | Clothing/Uniforms | | | | | |
| 19-01434 | 10/14/19 | 2 | pd - flashlights | 880.00 | 01-410-000-316 | Expenditure | Aprv | | 153 | 1 |
| | | | | | Training/Seminar | | | | | |
| | | | | 2,527.12 | | | | | | |

26

| | | | |
|---------|--------------|-------------------|---------------|
| | <u>Count</u> | <u>Line Items</u> | <u>Amount</u> |
| Checks: | 76 | 175 | 414,145.91 |

There are NO errors or warnings in this listing.

October 10, 2019
12:31 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 758 to 758
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 |
|---------------|-----------------|----------------|-------------|--------------------|--------------------|
| 758 | 10/09/19 | AFLAC010 AFLAC | 787.88 | | 2089 |
| Report Totals | | | | | |
| | Checks: | <u>Paid</u> | <u>Void</u> | <u>Amount Paid</u> | <u>Amount Void</u> |
| | | 1 | 0 | 787.88 | 0.00 |
| | Direct Deposit: | <u>0</u> | <u>0</u> | <u>0.00</u> | <u>0.00</u> |
| | Total: | <u>1</u> | <u>0</u> | <u>787.88</u> | <u>0.00</u> |

October 10, 2019
01:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 880 to 884
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 |
|---------|------------|-------------------------------------|-------------|-----------------|---------|
| 880 | 10/23/19 | AQUAP010 AQUA PA | 6,283.98 | | 2090 |
| 881 | 10/09/19 | LOWES020 LOWES BUSINESS ACCOUNT | 107.15 | | 2091 |
| 882 | 10/10/19 | STANDINS STANDARD INSURANCE COMPANY | 2,827.77 | | 2092 |
| 883 | 10/05/19 | WEXBANK WEX BANK | 6,319.32 | | 2093 |
| 884 | 10/10/19 | BANKAMER BANK OF AMERICA | 6,089.53 | | 2094 |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 5 | 0 | 21,627.75 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 5 | 0 | 21,627.75 | 0.00 |

October 10, 2019
01:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 880 to 884
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 |
| 880 | 10/23/19 | AQUAP010 AQUA PA | | | | | 2090 |
| 19-01452 | 1 | 217 hydrants | 5,611.62 | 01-411-000-451 | Expenditure | | 1 1 |
| | | | | Hydrant expenses-Aqua | | | |
| 19-01452 | 2 | 26 hydrants | 672.36 | 01-411-000-451 | Expenditure | | 2 1 |
| | | | | Hydrant expenses-Aqua | | | |
| | | | 6,283.98 | | | | |
| 881 | 10/09/19 | LOWES020 LOWES BUSINESS ACCOUNT | | | | | 2091 |
| 19-01453 | 1 | parks - supplies | 98.03 | 01-454-001-200 | Expenditure | | 1 1 |
| | | | | Supplies | | | |
| 19-01453 | 2 | parks - supplies | 9.12 | 01-454-001-200 | Expenditure | | 2 1 |
| | | | | Supplies | | | |
| | | | 107.15 | | | | |
| 882 | 10/10/19 | STANDINS STANDARD INSURANCE COMPANY | | | | | 2092 |
| 19-01454 | 1 | admin | 505.51 | 01-401-000-156 | Expenditure | | 1 1 |
| | | | | Employee Benefit Expens | | | |
| 19-01454 | 2 | pd | 1,412.44 | 01-410-000-156 | Expenditure | | 2 1 |
| | | | | Employee Benefit Expense | | | |
| 19-01454 | 3 | codes | 257.83 | 01-413-000-156 | Expenditure | | 3 1 |
| | | | | Employee Benefit Expens | | | |
| 19-01454 | 4 | pw | 450.39 | 01-438-000-156 | Expenditure | | 4 1 |
| | | | | Employee Benefit Expense | | | |
| 19-01454 | 5 | pw - facilities | 201.60 | 01-438-001-156 | Expenditure | | 5 1 |
| | | | | Employee Benefit Expense | | | |
| | | | 2,827.77 | | | | |
| 883 | 10/05/19 | WEXBANK WEX BANK | | | | | 2093 |
| 19-01455 | 1 | admin | 190.46 | 01-401-000-230 | Expenditure | | 1 1 |
| | | | | Gasoline & Oil | | | |
| 19-01455 | 2 | pd | 2,821.24 | 01-410-000-230 | Expenditure | | 2 1 |
| | | | | Gasoline & Oil | | | |
| 19-01455 | 3 | codes | 219.56 | 01-413-000-230 | Expenditure | | 3 1 |
| | | | | Gasoline & Oil | | | |
| 19-01455 | 4 | pw | 1,581.95 | 01-438-000-230 | Expenditure | | 4 1 |
| | | | | Gasoline & Oil | | | |
| 19-01455 | 5 | pw - facilities | 1,506.11 | 01-438-001-230 | Expenditure | | 5 1 |
| | | | | Gasoline & Oil - Facilities | | | |
| | | | 6,319.32 | | | | |
| 884 | 10/10/19 | BANKAMER BANK OF AMERICA | | | | | 2094 |
| 19-01456 | 1 | pd - usps | 165.00 | 01-410-000-215 | Expenditure | | 1 1 |
| | | | | Postage | | | |
| 19-01456 | 2 | pd - postive promotions | 1,071.88 | 01-410-000-340 | Expenditure | | 2 1 |
| | | | | Public Relations | | | |
| 19-01456 | 3 | pd - amazon | 70.76 | 01-410-000-316 | Expenditure | | 3 1 |
| | | | | Training/Seminar | | | |
| 19-01456 | 4 | pd - springhouse education | 295.00 | 01-410-000-316 | Expenditure | | 4 1 |
| | | | | Training/Seminar | | | |

| Check # | Check Date | Vendor | Amount Paid | Charge Account | Account Type | Reconciled/Void Contract | Ref Num | 30 |
|----------|-----------------|-------------------------|-------------|--|--------------|--------------------------|---------|------|
| PO # | Item | Description | | | | | Ref Seq | Acct |
| 884 | BANK OF AMERICA | Continued | | | | | | |
| 19-01456 | 5 | pd - amazon prime | 13.77 | 01-410-000-420 Dues/Subscription/Memb | Expenditure | | 5 | 1 |
| 19-01456 | 6 | pd - amazon | 42.49 | 01-410-000-316 Training/Seminar | Expenditure | | 6 | 1 |
| 19-01456 | 7 | pd - windham weaponry | 172.16 | 01-410-000-316 Training/Seminar | Expenditure | | 7 | 1 |
| 19-01456 | 8 | pd - amazon | 18.01 | 01-410-000-316 Training/Seminar | Expenditure | | 8 | 1 |
| 19-01456 | 9 | twp - cchra | 216.00 | 01-401-000-420 Dues/Subscriptions/Mem | Expenditure | | 9 | 1 |
| 19-01456 | 10 | pw - amazon | 11.49 | 01-438-000-245 Highway Supplies | Expenditure | | 10 | 1 |
| 19-01456 | 11 | pw - postage | 84.01 | 01-410-000-215 Postage | Expenditure | | 11 | 1 |
| 19-01456 | 12 | twp - gfoa | 460.00 | 01-401-000-450 Contracted Services | Expenditure | | 12 | 1 |
| 19-01456 | 13 | twp - cengage | 127.19 | 01-401-000-174 Tuition Reimbursements | Expenditure | | 13 | 1 |
| 19-01456 | 14 | twp - target | 15.89 | 01-401-000-200 Supplies | Expenditure | | 14 | 1 |
| 19-01456 | 15 | twp - chegg | 8.47 | 01-401-000-174 Tuition Reimbursements | Expenditure | | 15 | 1 |
| 19-01456 | 16 | pd - home depot | 189.14 | 01-410-000-200 Supplies | Expenditure | | 16 | 1 |
| 19-01456 | 17 | twp - psats | 99.00 | 01-401-000-316 Training & Seminars | Expenditure | | 17 | 1 |
| 19-01456 | 18 | twp - microsoft | 2,054.30 | 01-407-000-450 Contracted Services | Expenditure | | 18 | 1 |
| 19-01456 | 19 | twp - dccc | 173.95 | 01-401-000-174 Tuition Reimbursements | Expenditure | | 19 | 1 |
| 19-01456 | 20 | twp - new w4 | 197.00 | 01-401-000-316 Training & Seminars | Expenditure | | 20 | 1 |
| 19-01456 | 21 | pw - cvs | 40.00 | 01-438-000-450 Contracted Services | Expenditure | | 21 | 1 |
| 19-01456 | 22 | pw - eastwood | 312.93 | 01-438-000-200 Supplies | Expenditure | | 22 | 1 |
| 19-01456 | 23 | pw - visco | 76.11 | 01-438-000-316 Training/Seminar | Expenditure | | 23 | 1 |
| 19-01456 | 24 | twp - survey monkey | 34.98 | 01-401-000-420 Dues/Subscriptions/Mem | Expenditure | | 24 | 1 |
| 19-01456 | 25 | twp - business journals | 140.00 | 01-401-000-420 Dues/Subscriptions/Mem | Expenditure | | 25 | 1 |
| | | | 6,089.53 | | | | | |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 5 | 0 | 21,627.75 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 5 | 0 | 21,627.75 | 0.00 |

October 10, 2019
03:50 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1749 to 1759
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 |
|---------|------------|--|-------------|-----------------|---------|
| 1749 | 10/14/19 | ALLANMY ALLAN MYERS | 324,917.70 | | 2100 |
| 1750 | 10/14/19 | BAVERGOR GORDON H. BAVER, INC. | 203,566.76 | | 2100 |
| 1751 | 10/14/19 | BLACK010 DAVID BLACKMORE & ASSOC, INC. | 4,196.75 | | 2100 |
| 1752 | 10/14/19 | CUMMINS CUMMINS SALES AND SERVICE | 43,975.00 | | 2100 |
| 1753 | 10/14/19 | GILMO020 GILMORE & ASSOCIATES, INC | 2,379.25 | | 2100 |
| 1754 | 10/14/19 | GLASG010 GLASGOW, INC. | 2,179.98 | | 2100 |
| 1755 | 10/14/19 | GMMECHAN GM MECHANICAL, INC | 7,515.00 | | 2100 |
| 1756 | 10/14/19 | HINEASSO HINE & ASSOCIATES | 6,975.00 | | 2100 |
| 1757 | 10/14/19 | KRISACON KRISANNA CONSTRUCTION, INC. | 36,355.58 | | 2100 |
| 1758 | 10/14/19 | MCMAH010 MCMAHON ASSOCIATES, INC. | 14,438.70 | | 2100 |
| 1759 | 10/14/19 | WESCOTT WESCOTT ELECTRIC COMPANY | 112,770.00 | | 2100 |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 11 | 0 | 759,269.72 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 11 | 0 | 759,269.72 | 0.00 |

October 10, 2019
03:47 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 10/14/19 Checking Account: CAPITAL G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

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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 | | | | | |
| 10/14/19 | ALLANMY | ALLAN MYERS | | PO BOX 98 | | | | | |
| 19-01472 | 10/14/19 | 1 park road trail payment #6 | 324,917.70 | 30-455-000-651 | Expenditure | Aprv | 10 | 1 | |
| | | | 324,917.70 | Phase IV - Park Road Trail | | | | | |
| 10/14/19 | BAVERGOR | GORDON H. BAVER, INC. | | 187 WEST EIGHTH STREET | | | | | |
| 19-01476 | 10/14/19 | 1 payment application #5 | 203,566.76 | 30-409-002-610 | Expenditure | Aprv | 14 | 1 | |
| | | | 203,566.76 | Township Building Expansion 2018-2020 | | | | | |
| 10/14/19 | BLACK010 | DAVID BLACKMORE & ASSOC, INC. | | 3335 West Ridge Pike | | | | | |
| 19-01474 | 10/14/19 | 1 twp bldg project payment #2 | 4,196.75 | 30-409-002-610 | Expenditure | Aprv | 12 | 1 | |
| | | | 4,196.75 | Township Building Expansion 2018-2020 | | | | | |
| 10/14/19 | CUMMINS | CUMMINS SALES AND SERVICE | | PO BOX 786567 | | | | | |
| 19-01470 | 10/14/19 | 1 twp bldg - generator | 39,595.97 | 30-409-002-610 | Expenditure | Aprv | 7 | 1 | |
| | | | | Township Building Expansion 2018-2020 | | | | | |
| 19-01470 | 10/14/19 | 2 twp bldg - generator | 4,379.03 | 30-409-002-610 | Expenditure | Aprv | 8 | 1 | |
| | | | 43,975.00 | Township Building Expansion 2018-2020 | | | | | |
| 10/14/19 | GILMO020 | GILMORE & ASSOCIATES, INC | | 65 E. BULTER AVENUE, SUITE 100 | | | | | |
| 19-01469 | 10/14/19 | 1 upland - design services | 26.25 | 30-454-004-600 | Expenditure | Aprv | 4 | 1 | |
| | | | | Capital Construction - Upland | | | | | |
| 19-01469 | 10/14/19 | 2 eagle park construction | 191.25 | 30-506-000-100 | Expenditure | Aprv | 5 | 1 | |
| | | | | Village of Eagle Design | | | | | |
| 19-01469 | 10/14/19 | 3 twp - september services | 2,161.75 | 30-409-002-610 | Expenditure | Aprv | 6 | 1 | |
| | | | 2,379.25 | Township Building Expansion 2018-2020 | | | | | |
| 10/14/19 | GLASG010 | GLASGOW, INC. | | PO BOX 1089 | | | | | |
| 19-01473 | 10/14/19 | 1 pw bldg - material | 2,179.98 | 30-409-003-600 | Expenditure | Aprv | 11 | 1 | |
| | | | 2,179.98 | Capital Construction - PW Building | | | | | |
| 10/14/19 | GMMECHAN | GM MECHANICAL, INC | | 10 SCHOOL LANE | | | | | |
| 19-01475 | 10/14/19 | 1 payment application #4 | 7,515.00 | 30-409-002-610 | Expenditure | Aprv | 13 | 1 | |
| | | | 7,515.00 | Township Building Expansion 2018-2020 | | | | | |
| 10/14/19 | HINEASSO | HINE & ASSOCIATES | | 3108 RIDGE PIKE | | | | | |
| 19-01468 | 10/14/19 | 1 huss residence - tree planting | 6,975.00 | 30-455-000-651 | Expenditure | Aprv | 3 | 1 | |
| | | | 6,975.00 | Phase IV - Park Road Trail | | | | | |
| 10/14/19 | KRISACON | KRISANNA CONSTRUCTION, INC. | | PO BOX 124 | | | | | |
| 19-01471 | 10/14/19 | 1 payment request #6 | 36,355.58 | 30-506-000-600 | Expenditure | Aprv | 9 | 1 | |
| | | | | Construction - Village of Eagle | | | | | |

October 10, 2019
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

| Check No. | Check Date | Vendor # Name | Payment Amt | Street 1 of Address to be printed on Check | Charge Account | Account Type | Status | Seq | Acct | 33 |
|--|------------|--------------------------|-------------------|--|----------------|--------------|--------|-----|------|----|
| PO # | Enc Date | Item Description | | Description | | | | | | |
| | | | 36,355.58 | | | | | | | |
| 10/14/19 MCMAH010 MCMAHON ASSOCIATES, INC. | | | | 425 COMMERCE DRIVE | | | | | | |
| 19-01467 | 10/14/19 | 1 july services | 2,940.00 | 30-455-000-651 | Expenditure | Aprv | | 1 | 1 | |
| | | | | Phase IV - Park Road Trail | | | | | | |
| 19-01467 | 10/14/19 | 2 august services | 11,498.70 | 30-455-000-651 | Expenditure | Aprv | | 2 | 1 | |
| | | | | Phase IV - Park Road Trail | | | | | | |
| | | | 14,438.70 | | | | | | | |
| 10/14/19 WESCOTT WESCOTT ELECTRIC COMPANY | | | | PO BOX 278 | | | | | | |
| 19-01477 | 10/14/19 | 1 payment application #3 | 112,770.00 | 30-409-002-610 | Expenditure | Aprv | | 15 | 1 | |
| | | | | Township Building Expansion 2018-2020 | | | | | | |
| | | | 112,770.00 | | | | | | | |
| | | | | | | | | | | |
| | | <u>Count</u> | <u>Line Items</u> | <u>Amount</u> | | | | | | |
| checks: | | 11 | 15 | 759,269.72 | | | | | | |

There are NO errors or warnings in this listing.

October 10, 2019
02:53 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 647 to 647
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 |
| 647 | 10/14/19 | GLASG010 GLASGOW, INC. | | | | | 2097 |
| 19-01458 | 1 | 2019 resurfacing | 129,267.81 | 04-439-001-250 Resurfacing | Expenditure | | 1 1 |

| Report Totals | | <u>Paid</u> | <u>Void</u> | <u>Amount Paid</u> | <u>Amount Void</u> |
|---------------|-----------------|-------------|-------------|--------------------|--------------------|
| | Checks: | 1 | 0 | 129,267.81 | 0.00 |
| | Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| | Total: | 1 | 0 | 129,267.81 | 0.00 |

October 10, 2019
03:08 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10373 to 10377
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 |
|---------|------------|---|-------------|-------------------------|
| 10373 | 10/14/19 | ADVANDIS ADVANCED DISPOSAL | 34,225.26 | 2098 |
| 10374 | 10/14/19 | AJBLO010 A.J. BLOSENSKI | 15,085.04 | 2098 |
| 10375 | 10/14/19 | BUCKLO10 BUCKLEY, BRION, MCGUIRE, MORRI | 17.50 | 2098 |
| 10376 | 10/14/19 | CCSWA010 CCSWA | 17,978.53 | 2098 |
| 10377 | 10/14/19 | TOTALREC TOTAL RECYCLE | 3,348.11 | 2098 |

| Report Totals | <u>Paid</u> | <u>Void</u> | <u>Amount Paid</u> | <u>Amount Void</u> |
|-----------------|-------------|-------------|--------------------|--------------------|
| Checks: | 5 | 0 | 70,654.44 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 5 | 0 | 70,654.44 | 0.00 |

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03:07 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 10/14/19 Checking Account: SOLID WASTE G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

36

| 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 |
|-------------------|------------------------|---|-------------|---|--------------|--------|-----|------|
| 19-01462 | 10/14/19 | ADVANDIS ADVANCED DISPOSAL 1 september sw collections | 34,225.26 | PO BOX 74008047 05-427-000-450 Contracted Services | Expenditure | Aprv | 5 | 1 |
| | | | 34,225.26 | | | | | |
| 19-01459 | 10/14/19 | AJBLO010 A.J. BLOSENSKI 1 october recycling service | 14,975.04 | P.O. BOX 392 05-427-000-460 Contracted Services - Recycling | Expenditure | Aprv | 1 | 1 |
| 19-01459 | 10/14/19 | 2 hp - pickup dumpster | 110.00 | 05-427-000-460 Contracted Services - Recycling | Expenditure | Aprv | 2 | 1 |
| | | | 15,085.04 | | | | | |
| 19-01460 | 10/14/19 | BUCKLO10 BUCKLEY, BRION, MCGUIRE, MORRI 1 sw - trash collections | 17.50 | 118 W. MARKET STREET 05-427-000-314 Legal Fees | Expenditure | Aprv | 3 | 1 |
| | | | 17.50 | | | | | |
| 19-01463 | 10/14/19 | CCSWA010 CCSWA 1 9/9-9/11/19 | 3,110.40 | P. O. BOX 476 05-427-000-700 Tipping Fees | Expenditure | Aprv | 6 | 1 |
| 19-01463 | 10/14/19 | 2 9/16-9/18/19 | 5,469.33 | 05-427-000-700 Tipping Fees | Expenditure | Aprv | 7 | 1 |
| 19-01463 | 10/14/19 | 3 9/23-9/30/19 | 5,631.17 | 05-427-000-700 Tipping Fees | Expenditure | Aprv | 8 | 1 |
| 19-01463 | 10/14/19 | 4 10/1-10/7/19 | 3,767.63 | 05-427-000-700 Tipping Fees | Expenditure | Aprv | 9 | 1 |
| | | | 17,978.53 | | | | | |
| 19-01461 | 10/14/19 | TOTALREC TOTAL RECYCLE 1 september tipping - recycling | 3,348.11 | PO BOX 7250 05-427-000-725 Tipping Fees - Recycling | Expenditure | Aprv | 4 | 1 |
| | | | 3,348.11 | | | | | |

| | | | |
|---------|--------------|-------------------|---------------|
| Checks: | <u>Count</u> | <u>Line Items</u> | <u>Amount</u> |
| | 5 | 9 | 70,654.44 |

There are NO errors or warnings in this listing.

October 10, 2019
03:25 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: 1249 to 1251
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 |
|---------|------------|---------------------------------------|-------------|-------------------------|
| 1249 | 10/14/19 | GILMO020 GILMORE & ASSOCIATES, INC | 65.00 | 2099 |
| 1250 | 10/14/19 | GLASG010 GLASGOW, INC. | 614.67 | 2099 |
| 1251 | 10/14/19 | NEWENT NEW ENTERPRISE STONE & LIME CO | 782.08 | 2099 |

| Report Totals | <u>Paid</u> | <u>Void</u> | <u>Amount Paid</u> | <u>Amount Void</u> |
|-----------------|-------------|-------------|--------------------|--------------------|
| Checks: | 3 | 0 | 1,461.75 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 3 | 0 | 1,461.75 | 0.00 |

October 10, 2019
03:23 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 10/14/19 Checking Account: STORM WATER MGT G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

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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 | | | | | |
| 19-01464 | 10/14/19 | 1 ms4 permit | 65.00 | 65 E. BULTER AVENUE, SUITE 100 | 08-420-000-035 | Expenditure | Aprv | 1 | 1 |
| | | | 65.00 | Permits | | | | | |
| 19-01466 | 10/14/19 | 1 stormwater - dartmouth | 479.08 | PO BOX 1089 | 08-446-000-200 | Expenditure | Aprv | 3 | 1 |
| | | | | Supplies | | | | | |
| 19-01466 | 10/14/19 | 2 stormwater - deerhaven | 135.59 | 08-446-000-200 | 08-446-000-200 | Expenditure | Aprv | 4 | 1 |
| | | | 614.67 | Supplies | | | | | |
| 19-01465 | 10/14/19 | 1 stormwater - stone | 782.08 | PO BOX 645211 | 08-446-000-200 | Expenditure | Aprv | 2 | 1 |
| | | | 782.08 | Supplies | | | | | |

| | | | |
|---------|--------------|-------------------|---------------|
| Checks: | <u>Count</u> | <u>Line Items</u> | <u>Amount</u> |
| | 3 | 4 | 1,461.75 |

There are NO errors or warnings in this listing.



UPPER UWCHLAN TOWNSHIP

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MEMORANDUM

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

Finance has worked on the following items during the month

- Received and processed 474 trash and 277 sewer payments (9/12/19 – 10/11/19)
- The Department of the Auditor General conducted its annual audit of the Liquid Fuels Fund on October 9, 2019 at our office. There were no findings.

Projects and goals

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

Highlights of the September, 2019 financial statements

- The balance sheet remains strong with cash of nearly **\$13.4 million** - of that amount \$7.2 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 **\$6,803,434 or 87.8%** of the annual budget. Combined expenses are **\$5,296,753 or 73.9%** of the budget. The combined year to date net income - (General Fund and Solid Waste Fund) is **\$1,509,681**. Earned income tax revenue year-to-date is **\$3,088,642 or 83.8%** of the budget. As of September 30, we are \$356,000 ahead of where we were at the same time last year.
- Funds from the Commonwealth of Pa. to be deposited into the Police and Non-Uniform pension plans were received earlier than usual and the payments to the pension plans were made in September. The total amount received was \$209,940 with \$122,892 allocated to the Police Pension Plan and \$87,048 allocated (by our actuary) to the Non-Uniform Plan.
- Accrued expenses includes the following items that will be paid in the fourth quarter:
 - Road resurfacing \$244,222
 - Fire relief payments to fire co's 94,163
 - Market value MMO for police pension 40,382
 - September rent – Eagleview 8,328

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of September 30, 2019

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General Fund

| | |
|--------------------------|--------------|
| Meridian Bank | \$ 4,969,043 |
| Meridian Bank - Payroll | 79,557 |
| Fulton Bank | 74,131 |
| Fulton Bank - Turf Field | 402,664 |
| Petty cash | 300 |
| Total General Fund | 5,525,695 |

Certificate of Deposit - 1/2/21 269,691

Total General Fund \$ 5,795,387

Solid Waste Fund

| | |
|-----------------------------|---------|
| Meridian Bank - Solid Waste | 385,478 |
| Fulton Bank - Solid Waste | 343,809 |
| Total Solid Waste Funds | 729,286 |

Total Solid Waste Fund 729,286

Liquid Fuels Fund

| | |
|-------------|---------|
| Fulton Bank | 831,989 |
| | 831,989 |

Total Liquid Fuels Fund 831,989

Capital Projects Fund

| | |
|---|-----------|
| Fulton Bank | 646,086 |
| PSDLAF | 89,896 |
| Fulton Bank - 2019 Bond Proceeds | - |
| Fulton Bank - 2019 Bond Proceeds, ICS Sweep | 4,534,494 |
| | 5,270,476 |

Total Capital Projects Fund 5,270,476

Act 209 Impact Fund

| | |
|-------------|---------|
| Fulton Bank | 542,722 |
|-------------|---------|

Total Act 209 Impact Fund 542,722

Water Resource Protection Fund

| | |
|-------------|--------|
| Fulton Bank | 75,706 |
|-------------|--------|

Total Water Resource Protection Fund 75,706

Sewer Fund

| | |
|-------------|---------|
| PSDLAF | 84 |
| Fulton Bank | 106,369 |
| | 106,453 |

Total Sewer Fund 106,453

| | |
|---------------------------------------|----------------------|
| Total - Upper Uwchlan Township | \$ 13,352,019 |
| Municipal Authority | \$ 6,378,291 |
| Developer's Escrow Fund | \$ 2,602 |

Upper Uwchlan Township
Schedule of Investments

As of September 30, 2019

41

| | 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 | 1/2/2021 | 1.980% | 250,000.00 |
| | | 19,691.36 | Interest accrued | | | 19,691.36 |
| | Accrued interest - YTD | - | | | | - |
| | | <u>269,691.36</u> | | | | <u>269,691.36</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) | 39,895.72 | MAX account (MMF) | - | 0.02% | 39,895.72 |
| | | <u>89,895.72</u> | | | | <u>89,895.72</u> |
| | Fulton Bank - 2019 | | | | | |
| | Bond Proceeds | 5,598,691.66 | | | | 5,598,691.66 |
| | Used for projects | (1,064,197.47) | | | | (1,064,197.47) |
| | | <u>4,534,494.19</u> | | | | <u>4,534,494.19</u> |
| Total Capital Fund | | <u>4,624,389.91</u> | | | | <u>4,624,389.91</u> |

Upper Uwchlan Township
Accounts Receivable
As of September 30, 2019

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

| | Total Amount Due 9/30/2019 | Total Amount Due 8/31/2019 | 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. | 5,359.81 | 5,359.81 | - | 5,359.81 | - | - | - | 5,359.81 |
| Fish Eye | 475.00 | 475.00 | - | - | - | 475.00 | - | 475.00 |
| Gunner | 6,290.94 | 6,290.94 | - | 6,290.94 | - | - | - | 6,290.94 |
| Hankin | - | 2,262.50 | - | - | - | - | - | - |
| Inman | 848.74 | 848.74 | - | - | - | - | 848.74 | 848.74 |
| KHOV | 3,878.86 | 3,878.86 | - | - | - | - | 3,878.86 | 3,878.86 |
| 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 | 4,803.60 | 4,803.60 | - | - | - | - | 4,803.60 | 4,803.60 |
| Struble | 34.37 | 34.37 | - | - | - | - | 34.37 | 34.37 |
| Toll Brothers | 17,130.13 | 8,538.62 | 10,369.01 | - | 190.25 | 6,570.87 | - | 17,130.13 |
| Chris Vail | - | 821.78 | - | - | - | - | - | - |
| Balance at September 30, 2019 | \$ 58,508.32 | \$ 53,001.09 | \$ 10,369.01 | \$ 11,650.75 | \$ 190.25 | \$ 26,565.24 | \$ 9,733.07 | \$ 58,508.32 |

Upper Uwchlan Township
Accounts Receivable
As of September 30, 2019

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

| | Total Amount 9/30/2019 | Total Amount 8/31/2019 | 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 | - | - | | | | | | - |
| East Soccer Academy | - | - | | | | | | - |
| Freedom LAX | - | - | | | | | | - |
| GEYA -Baseball | - | - | | | | | | - |
| GEYA Soccer | - | - | | | | | | - |
| Marsh Creek Eagles | - | - | | | | | | - |
| Penn Fusion Soccer Academy | - | - | | | | | | - |
| St. Elizabeth's CYO Sports | - | - | | | | | | - |
| Tad Doyle | 1,075.00 | 1,075.00 | | | | | 1,075.00 | 1,075.00 |
| Vincent United | - | - | | | | | | - |
| Balance at September 30, 2019 | <u>\$ 1,075.00</u> | <u>\$ 1,075.00</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>1,075.00</u> | <u>\$ 1,075.00</u> |

Upper Uwchlan Township
Accounts Receivable
As of September 30, 2019

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

| | Amount 9/30/2019 | Amount 8/31/2019 | Aging | | | | | Total |
|--------------------------------|---------------------|---------------------|----------------------|----------|----------|----------|--------------------|------------------|
| | | | Less than 30 days | 30 days | 60 days | 90 days | 180 days & over | |
| Cable franchise fees - 2Q | 57,000.00 | - | 57,000.00 | - | - | | | 57,000.00 |
| Chester County cell tower rent | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | | - |
| | - | - | - | | | | | - |
| Balance at September 30, 2019 | <u>\$ 57,000.00</u> | <u>\$ -</u> | <u>57,000.00</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>57,000.00</u> |

Upper Uwchlan Township
General Fund
Balance Sheet
As of September 30, 2019

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ASSETS

| | | |
|----------------|--------------------------------|---------------------|
| Cash | | |
| 01-100-000-100 | General Checking - Fulton Bank | \$ 74,131.04 |
| 01-100-000-200 | Meridian Bank | 4,969,042.62 |
| 01-100-000-210 | Meridian Bank - Payroll | 79,557.38 |
| 01-100-000-250 | Fulton Bank - Turf Field | 402,664.37 |
| 01-100-000-300 | Petty Cash | 300.00 |
| | Total Cash | <u>5,525,695.41</u> |

Investments

| | | |
|----------------|---------------------------------|-------------------|
| 01-120-000-100 | Certificate of Deposit - 1/2/21 | 269,691.36 |
| | | <u>269,691.36</u> |

Accounts Receivable

| | | |
|----------------|--------------------------------|-------------------|
| 01-145-000-020 | Engineering Fees Receivable | 38,510.79 |
| 01-145-000-021 | Engineering Fees Receivable-CU | 12,689.77 |
| 01-145-000-030 | Legal Fees Receivable | 7,307.77 |
| 01-145-000-040 | R/E Taxes Receivable | 2,000.00 |
| 01-145-000-050 | Hydrant Tax Receivable | - |
| 01-145-000-080 | Field Fees Receivables | 1,670.00 |
| 01-145-000-085 | Turf Field Receivables | (595.00) |
| 01-145-000-086 | EIT Receivable | - |
| 01-145-000-090 | RE Transfer Tax Receivable | 45,000.00 |
| 01-145-000-095 | Misc accounts receivable | 57,000.00 |
| 01-145-000-096 | Traffic Signals Receivable | - |
| 01-145-000-097 | Advertising Fees Reimbursable | - |
| | Total Accounts Receivable | <u>163,583.33</u> |

Other Current Assets

| | | |
|----------------|---|------------------|
| 01-130-000-001 | Due From Municipal Authority | 76,132.79 |
| 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 | 7,750.70 |
| 01-131-000-000 | Suspense Account | - |
| | Total Other Current Assets | <u>84,746.74</u> |

Prepaid Expense

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

| | |
|---------------------|---------------------|
| Total Assets | 6,043,716.84 |
|---------------------|---------------------|

LIABILITIES AND FUND BALANCE

Accounts Payable

| | | |
|----------------|------------------------|------------------|
| 01-200-000-000 | Accounts Payable | - |
| 01-252-000-001 | Deferred Revenues | 48,391.81 |
| | Total Accounts Payable | <u>48,391.81</u> |

Upper Uwchlan Township
General Fund
Balance Sheet
As of September 30, 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 | 7,998.65 |
| 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 | 1,925.00 |
| 01-219-000-000 | LST Tax Withheld | - |
| 01-220-000-000 | State Unemployment W/H | 651.73 |
| 01-221-000-000 | Benefit Deduction-Aflac | 679.02 |
| 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 | 694.80 |
| 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 | 9,230.72 |
| 01-239-000-006 | Due to Solid Waste Fund | 7.00 |
| 01-239-000-007 | Due to Water Resource Protection Fund | - |
| 01-239-000-008 | Due to Developer's Escrow Fund | (55.25) |
| 01-258-000-000 | Accrued Expenses | 387,095.87 |
| | Total Other Current Liabilities | 411,701.62 |

| | |
|--------------------------|-------------------|
| Total Liabilities | 460,093.43 |
|--------------------------|-------------------|

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) | 1,146,363.36 |
| | Total Equity | 5,583,623.41 |

| | |
|---------------------------|---------------------|
| Total Fund Balance | 5,583,623.41 |
|---------------------------|---------------------|

| | |
|---|---------------------|
| Total Liabilities & Fund Balance | 6,043,716.84 |
|---|---------------------|

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 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 | 953,186.89 | 984,100.00 | (30,913.11) | 96.9% |
| 01-301-000-013 | Real Estate Tax Refunds | (27,843.75) | (25,000.00) | (2,843.75) | 111.4% |
| 01-301-000-030 | Delinquent Real Estate Taxes | 11,966.52 | 30,000.00 | (18,033.48) | 39.9% |
| 01-301-000-071 | Hydrant Tax | 67,554.99 | 65,000.00 | 2,554.99 | 103.9% |
| 01-310-000-010 | Real Estate Transfer Taxes | 479,156.93 | 515,000.00 | (35,843.07) | 93.0% |
| 01-310-000-020 | Earned Income Taxes | 3,127,782.85 | 3,735,904.00 | (608,121.15) | 83.7% |
| 01-310-000-021 | EIT commissions paid | (39,140.62) | (50,808.00) | 11,667.38 | 77.0% |
| 01-320-000-010 | Building Permits | 285,484.92 | 282,000.00 | 3,484.92 | 101.2% |
| 01-320-000-020 | Use & Occupancy Permit | 16,714.00 | 12,000.00 | 4,714.00 | 139.3% |
| 01-320-000-030 | Sign Permits | - | 100.00 | (100.00) | 0.0% |
| 01-320-000-040 | Contractors Permit | 1,200.00 | 2,000.00 | (800.00) | 60.0% |
| 01-320-000-050 | Refinance Certification Fees | 2,680.00 | 3,000.00 | (320.00) | 89.3% |
| 01-321-000-080 | Cable TV Franchise Fees | 171,445.43 | 250,000.00 | (78,554.57) | 68.6% |
| 01-331-000-010 | Vehicle Codes Violation | 32,242.15 | 50,000.00 | (17,757.85) | 64.5% |
| 01-331-000-011 | Reports/Fingerprints | 1,495.50 | 2,000.00 | (504.50) | 74.8% |
| 01-331-000-012 | Solicitation Permits | 565.00 | 500.00 | 65.00 | 113.0% |
| 01-331-000-050 | Reimbursable Police Wages | 4,881.88 | 3,000.00 | 1,881.88 | 162.7% |
| 01-341-000-001 | Interest Earnings | 47,925.48 | 30,000.00 | 17,925.48 | 159.8% |
| 01-342-000-001 | Rental Property Income | 18,000.00 | 24,000.00 | (6,000.00) | 75.0% |
| 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 | 122,891.98 | 85,000.00 | 37,891.98 | 144.6% |
| 01-355-000-006 | State Aid, Non-Uniform Pension | 87,048.48 | 55,000.00 | 32,048.48 | 158.3% |
| 01-355-000-007 | Foreign Fire Insurance Tax | 94,163.87 | 112,000.00 | (17,836.13) | 84.1% |
| 01-360-000-010 | Vehicle Storage Fees | - | 1,000.00 | (1,000.00) | 0.0% |
| 01-361-000-030 | Zoning/SubDivision Land Development | 9,550.00 | 6,000.00 | 3,550.00 | 159.2% |
| 01-361-000-032 | Fees from Engineering | 22,397.93 | 100,000.00 | (77,602.07) | 22.4% |
| 01-361-000-033 | Admin Fees from Engineering | 510.66 | 4,000.00 | (3,489.34) | 12.8% |
| 01-361-000-035 | Admin Fees from Legal | - | 1,000.00 | (1,000.00) | 0.0% |
| 01-361-000-036 | Legal Services Fees | 2,832.26 | 6,000.00 | (3,167.74) | 47.2% |
| 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 | 16,321.43 | 20,000.00 | (3,678.57) | 81.6% |
| 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 | 60.00 | 500.00 | (440.00) | 12.0% |
| 01-367-000-020 | Tennis Fees | - | - | - | #DIV/0! |
| 01-367-000-021 | Field Programs | 13,660.00 | 30,000.00 | (16,340.00) | 45.5% |
| 01-367-000-025 | Turf Field Fees | 13,590.00 | 45,000.00 | (31,410.00) | 30.2% |
| 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 | 13,687.06 | 5,000.00 | 8,687.06 | 273.7% |
| 01-380-000-010 | Insurance Reimbursement | 3,656.50 | 3,000.00 | 656.50 | 121.9% |
| 01-392-000-008 | Municipal Authority Reimbursement | 206,602.18 | 265,446.00 | (58,843.82) | 77.8% |
| 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 | | 5,778,165.77 | 6,690,200.00 | (912,034.23) | 86.4% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

48

| 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 | 1,202.34 | 2,000.00 | (797.66) | 60.1% |
| 01-400-000-340 | Public Relations | 252.88 | 6,500.00 | (6,247.12) | 3.9% |
| 01-400-000-341 | Advertising | 6,464.57 | 7,500.00 | (1,035.43) | 86.2% |
| 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 | 2,831.00 | 4,200.00 | (1,369.00) | 67.4% |
| 01-400-000-352 | Insurance-Liability | 13,987.02 | 18,650.00 | (4,662.98) | 75.0% |
| 01-400-000-420 | Dues/Subscriptions/Memberships | 4,703.00 | 4,000.00 | 703.00 | 117.6% |
| 01-400-000-460 | Meeting & Conferences | 975.00 | 6,000.00 | (5,025.00) | 16.3% |
| 01-400-000-461 | Bank Fees | 8,215.91 | 9,000.00 | (784.09) | 91.3% |
| 01-400-000-463 | Misc expenses | 1,835.26 | 2,000.00 | (164.74) | 91.8% |
| 01-400-000-464 | Wallace Twp. Tax Agreement | 4,745.43 | 3,800.00 | 945.43 | 124.9% |
| | | 51,263.28 | 73,341.00 | (22,077.72) | 69.9% |
| EXECUTIVE | | | | | |
| 01-401-000-100 | Administration Wages | 354,656.26 | 475,639.00 | (120,982.74) | 74.6% |
| 01-401-000-150 | Payroll Tax Expense | 27,743.53 | 36,386.00 | (8,642.47) | 76.2% |
| 01-401-000-151 | PSATS Unemployment Compensation | 480.00 | 504.00 | (24.00) | 95.2% |
| 01-401-000-156 | Employee Benefit Expense | 68,772.45 | 99,030.00 | (30,257.55) | 69.4% |
| 01-401-000-157 | ACA Fees | 193.55 | 225.00 | (31.45) | 86.0% |
| 01-401-000-160 | Non-Uniform Pension | 40,455.83 | 40,677.00 | (221.17) | 99.5% |
| 01-401-000-174 | Tuition Reimbursements | 805.07 | 6,300.00 | (5,494.93) | 12.8% |
| 01-401-000-181 | Longevity Pay | 3,450.00 | 6,150.00 | (2,700.00) | 56.1% |
| 01-401-000-183 | Overtime Wages | 6,765.93 | 5,000.00 | 1,765.93 | 135.3% |
| 01-401-000-200 | Supplies | 9,569.05 | 15,000.00 | (5,430.95) | 63.8% |
| 01-401-000-205 | Meals & Meal Allowances | - | 200.00 | (200.00) | 0.0% |
| 01-401-000-215 | Postage | 2,537.53 | 4,500.00 | (1,962.47) | 56.4% |
| 01-401-000-230 | Gasoline & Oil | 1,876.17 | 2,200.00 | (323.83) | 85.3% |
| 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 | 6,285.56 | 10,000.00 | (3,714.44) | 62.9% |
| 01-401-000-317 | Parking/Travel | 1,540.60 | 1,200.00 | 340.60 | 128.4% |
| 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 | 4,370.29 | 6,100.00 | (1,729.71) | 71.6% |
| 01-401-000-450 | Contracted Services | 14,513.76 | 7,410.00 | 7,103.76 | 195.9% |
| | | 546,169.31 | 722,630.00 | (176,460.69) | 75.6% |
| AUDIT | | | | | |
| 01-402-000-450 | Contracted Services | 27,550.00 | 27,300.00 | 250.00 | 100.9% |
| | | 27,550.00 | 27,300.00 | 250.00 | 100.9% |
| TAX COLLECTION | | | | | |
| 01-403-000-100 | Tax Collector Wages | 5,313.04 | 7,371.00 | (2,057.96) | 72.1% |
| 01-403-000-150 | Payroll Tax Expense | 406.52 | 564.00 | (157.48) | 72.1% |
| 01-403-000-200 | Supplies | 242.77 | 500.00 | (257.23) | 48.6% |
| 01-403-000-215 | Postage | 1,740.84 | 2,000.00 | (259.16) | 87.0% |
| 01-403-000-350 | Insurance-Bonding | 525.00 | 600.00 | (75.00) | 87.5% |
| 01-403-000-450 | Contracted Services | 2,646.48 | 3,000.00 | (353.52) | 88.2% |
| | | 10,874.65 | 14,035.00 | (3,160.35) | 77.5% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

49

| 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 | 2,243.25 | 9,500.00 | (7,256.75) | 23.6% |
| 01-404-000-311 | Non Reimbursable Legal | 25,550.18 | 30,000.00 | (4,449.82) | 85.2% |
| 01-404-000-450 | Contracted Services | - | 5,000.00 | (5,000.00) | 0.0% |
| | | 29,827.18 | 45,000.00 | (15,172.82) | 66.3% |
| COMPUTER | | | | | |
| 01-407-000-200 | Supplies | 89.08 | 2,000.00 | (1,910.92) | 4.5% |
| 01-407-000-220 | Software | 28,646.83 | 8,000.00 | 20,646.83 | 358.1% |
| 01-407-000-222 | Hardware | 1,460.96 | 7,000.00 | (5,539.04) | 20.9% |
| 01-407-000-240 | Web Page | 4,122.00 | 7,300.00 | (3,178.00) | 56.5% |
| 01-407-000-450 | Contracted Services | 39,992.76 | 67,770.00 | (27,777.24) | 59.0% |
| | | 74,311.63 | 92,070.00 | (17,758.37) | 80.7% |
| ENGINEERING | | | | | |
| 01-408-000-305 | Reimbursable Conditional Use | 43,457.32 | 25,000.00 | 18,457.32 | 173.8% |
| 01-408-000-310 | Reimbursable Engineering | 7,011.50 | 75,000.00 | (67,988.50) | 9.3% |
| 01-408-000-311 | Traffic Engineering | 4,782.50 | 25,000.00 | (20,217.50) | 19.1% |
| 01-408-000-313 | Non Reimbursable Engineering | 6,725.71 | 30,000.00 | (23,274.29) | 22.4% |
| 01-408-000-366 | Ordinance Update | - | 4,500.00 | (4,500.00) | 0.0% |
| 01-408-000-367 | General Planning | 10,100.46 | 10,000.00 | 100.46 | 101.0% |
| 01-408-000-368 | MS4 Expenses | - | - | - | #DIV/0! |
| 01-408-000-369 | Reimbursable Traffic Signals | - | - | - | #DIV/0! |
| 01-408-000-370 | Reimbursable Advertising | - | - | - | #DIV/0! |
| | | 72,077.49 | 169,500.00 | (97,422.51) | 42.5% |
| TOWNSHIP PROPERTIES | | | | | |
| <u>Public Works Building</u> | | | | | |
| 01-409-001-200 | Supplies | 563.89 | 1,000.00 | (436.11) | 56.4% |
| 01-409-001-231 | Propane & heating - PW bldg | 14,223.36 | 15,000.00 | (776.64) | 94.8% |
| 01-409-001-250 | Maint & Repair | 16,766.42 | 12,950.00 | 3,816.42 | 129.5% |
| 01-409-001-320 | Telephone | 3,332.76 | 4,000.00 | (667.24) | 83.3% |
| 01-409-001-351 | Insurance - property | 7,094.79 | 9,460.00 | (2,365.21) | 75.0% |
| 01-409-001-360 | Utilities | 5,367.62 | 8,000.00 | (2,632.38) | 67.1% |
| 01-409-001-450 | Contracted Services | 1,427.36 | 5,000.00 | (3,572.64) | 28.5% |
| <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 | 4,774.00 | 7,000.00 | (2,226.00) | 68.2% |
| 01-409-003-351 | Insurance Property | 8,277.24 | 11,036.00 | (2,758.76) | 75.0% |
| 01-409-003-360 | Utilities | 10,766.55 | 15,000.00 | (4,233.45) | 71.8% |
| 01-409-003-380 | Rent | 55,520.00 | 55,000.00 | 520.00 | 100.9% |
| 01-409-003-385 | Relocation Costs | 27,593.70 | - | 27,593.70 | #DIV/0! |
| 01-409-003-450 | Contracted Services | 6,214.39 | 25,000.00 | (18,785.61) | 24.9% |
| <u>Milford Road</u> | | | | | |
| 01-409-004-200 | Supplies | 300.63 | 500.00 | (199.37) | 60.1% |
| 01-409-004-231 | Propane | 2,241.02 | 2,000.00 | 241.02 | 112.1% |
| 01-409-004-250 | Maintenance & Repairs | 988.51 | 3,000.00 | (2,011.49) | 33.0% |
| 01-409-004-320 | Telephone | 4,747.85 | 3,000.00 | 1,747.85 | 158.3% |
| 01-409-004-351 | Insurance - property | 1,182.45 | 1,577.00 | (394.55) | 75.0% |
| 01-409-004-360 | Utilities | 1,854.31 | 4,000.00 | (2,145.69) | 46.4% |
| 01-409-004-450 | Contracted Services | 228.00 | 21,100.00 | (20,872.00) | 1.1% |
| 01-409-005-200 | Police relocated - supplies | 38,793.36 | - | 38,793.36 | #DIV/0! |
| | | 213,712.21 | 218,623.00 | (4,910.79) | 97.8% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

50

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|------------------------|--------------------------------------|--------------------|----------------|------------------------|--------------------------|
| POLICE EXPENSES | | | | | |
| 01-410-000-100 | Police Wages | 914,236.94 | 1,236,990.00 | (322,753.06) | 73.9% |
| 01-410-000-150 | Payroll Tax Expense | 74,055.37 | 93,953.00 | (19,897.63) | 78.8% |
| 01-410-000-151 | PSATS Unemployment Compensation | 1,014.17 | 1,040.00 | (25.83) | 97.5% |
| 01-410-000-156 | Employee Benefit Expense | 250,543.40 | 329,526.00 | (78,982.60) | 76.0% |
| 01-410-000-158 | Medical Expense Reimbursements | 6,368.67 | 9,000.00 | (2,631.33) | 70.8% |
| 01-410-000-160 | Pension Expense | 230,103.58 | 228,232.00 | 1,871.58 | 100.8% |
| 01-410-000-174 | Tuition Reimbursment | 2,543.00 | 12,000.00 | (9,457.00) | 21.2% |
| 01-410-000-181 | Longevity Pay | 15,800.00 | 19,800.00 | (4,000.00) | 79.8% |
| 01-410-000-182 | Education incentive | 3,750.00 | 3,000.00 | 750.00 | 125.0% |
| 01-410-000-183 | Overtime Wages | 35,524.59 | 46,000.00 | (10,475.41) | 77.2% |
| 01-410-000-187 | Courttime Wages | 4,511.55 | 12,000.00 | (7,488.45) | 37.6% |
| 01-410-000-191 | Uniform/Boot Allowances | 11,600.00 | 11,950.00 | (350.00) | 97.1% |
| 01-410-000-200 | Supplies | 5,001.42 | 14,000.00 | (8,998.58) | 35.7% |
| 01-410-000-215 | Postage | 750.00 | 750.00 | - | 100.0% |
| 01-410-000-230 | Gasoline & Oil | 22,939.66 | 30,000.00 | (7,060.34) | 76.5% |
| 01-410-000-235 | Vehicle Maintenance | 14,780.96 | 30,000.00 | (15,219.04) | 49.3% |
| 01-410-000-238 | Clothing/Uniforms | 71.50 | 5,000.00 | (4,928.50) | 1.4% |
| 01-410-000-250 | Maintenance & Repairs | 114.76 | 2,500.00 | (2,385.24) | 4.6% |
| 01-410-000-260 | Small Tools & Equipment | 2,518.02 | 9,000.00 | (6,481.98) | 28.0% |
| 01-410-000-311 | Non-Reimbursable-Legal | - | 3,000.00 | (3,000.00) | 0.0% |
| 01-410-000-316 | Training/Seminar | 3,312.17 | 16,000.00 | (12,687.83) | 20.7% |
| 01-410-000-317 | Parking & travel | 889.43 | 500.00 | 389.43 | 177.9% |
| 01-410-000-320 | Telephone | 3,493.92 | 8,000.00 | (4,506.08) | 43.7% |
| 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 | 6,529.77 | 12,000.00 | (5,470.23) | 54.4% |
| 01-410-000-342 | Police Accreditation | 3,348.04 | 13,500.00 | (10,151.96) | 24.8% |
| 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 | 1,088.93 | 1,000.00 | 88.93 | 108.9% |
| 01-410-000-450 | Contracted Services | 13,877.10 | 17,200.00 | (3,322.90) | 80.7% |
| 01-410-000-740 | Computer/Furniture | 72.04 | 5,000.00 | (4,927.96) | 1.4% |
| | | 1,670,087.23 | 2,227,139.00 | (557,051.77) | 75.0% |
| 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 | 50,771.01 | 60,000.00 | (9,228.99) | 84.6% |
| 01-411-001-001 | Ludwigs | 74,160.00 | 74,160.00 | - | 100.0% |
| 01-411-001-002 | Lionville | 76,796.08 | 74,282.00 | 2,514.08 | 103.4% |
| 01-411-001-003 | Lionville Capital | - | - | - | #DIV/0! |
| 01-411-001-004 | Glenmoore | 8,549.00 | 8,549.00 | - | 100.0% |
| 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 | 94,163.87 | 112,000.00 | (17,836.13) | 84.1% |
| | | 328,705.48 | 368,099.00 | (39,393.52) | 89.3% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

51

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|------------------------------|----------------------------------|--------------------|----------------|------------------------|--------------------------|
| AMBULANCE | | | | | |
| 01-412-000-540 | Uwchlan Ambulance | 27,038.00 | 27,038.00 | - | 100.0% |
| 01-412-000-544 | Minquas Ambulance | - | - | - | #DIV/0! |
| | | 27,038.00 | 27,038.00 | - | 100.0% |
| CODES ADMINISTRATION | | | | | |
| 01-413-000-100 | Code Administrator Wages | 171,589.96 | 243,098.00 | (71,508.04) | 70.6% |
| 01-413-000-150 | Payroll Tax Expenses | 13,629.63 | 18,597.00 | (4,967.37) | 73.3% |
| 01-413-000-151 | PSATS Unemployment Compensation | 246.66 | 240.00 | 6.66 | 102.8% |
| 01-413-000-156 | Employee Benefit Expense | 55,836.18 | 73,835.00 | (17,998.82) | 75.6% |
| 01-413-000-160 | Pension | 23,468.12 | 23,468.00 | 0.12 | 100.0% |
| 01-413-000-181 | Longevity Pay | 7,200.00 | 7,200.00 | - | 100.0% |
| 01-413-000-200 | Supplies | 1,251.93 | 2,000.00 | (748.07) | 62.6% |
| 01-413-000-230 | Gasoline & Oil | 1,783.52 | 3,800.00 | (2,016.48) | 46.9% |
| 01-413-000-235 | Vehicle Maintenance | 1,379.49 | 1,500.00 | (120.51) | 92.0% |
| 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 | 1,278.75 | 2,000.00 | (721.25) | 63.9% |
| 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 | 9,003.54 | 30,000.00 | (20,996.46) | 30.0% |
| 01-413-000-460 | Meetings & Conferences | - | - | - | #DIV/0! |
| | | 289,173.86 | 417,847.00 | (128,673.14) | 69.2% |
| PLANNING & ZONING | | | | | |
| 01-414-001-116 | Compensation | - | - | - | #DIV/0! |
| 01-414-001-200 | Supplies | 377.03 | 500.00 | (122.97) | 75.4% |
| 01-414-001-301 | Court Reporter | 27.50 | 1,500.00 | (1,472.50) | 1.8% |
| 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 | 6,716.25 | 30,000.00 | (23,283.75) | 22.4% |
| 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! |
| | | 7,120.78 | 38,500.00 | (31,379.22) | 18.5% |
| 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 | 996.18 | 1,000.00 | (3.82) | 99.6% |
| | | 1,183.68 | 9,800.00 | (8,616.32) | 12.1% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

52

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|-----------------------------|----------------------------------|--------------------|----------------|------------------------|--------------------------|
| EMERGENCY OPERATIONS | | | | | |
| 01-415-000-200 | Supplies | 570.67 | 2,000.00 | (1,429.33) | 28.5% |
| 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 | 871.94 | 1,200.00 | (328.06) | 72.7% |
| 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% |
| | | 2,761.79 | 7,850.00 | (5,088.21) | 35.2% |
| ANIMAL CONTROL/OTHER | | | | | |
| 01-422-000-530 | Contributions - SPCA | 2,108.93 | 4,371.00 | (2,262.07) | 48.2% |
| 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% |
| | | 23,051.93 | 27,314.00 | (2,262.07) | 84.4% |
| SIGNS | | | | | |
| 01-433-000-200 | Supplies | 3,221.95 | 5,000.00 | (1,778.05) | 64.4% |
| 01-433-000-450 | Contracted Services | - | 1,000.00 | (1,000.00) | 0.0% |
| | | 3,221.95 | 6,000.00 | (2,778.05) | 53.7% |
| SIGNALS | | | | | |
| 01-434-000-450 | Contracted Services | 48,626.84 | 26,632.00 | 21,994.84 | 182.6% |
| | | 48,626.84 | 26,632.00 | 21,994.84 | 182.6% |
| PUBLIC WORKS | | | | | |
| 01-438-000-100 | Public Works Wages | 284,417.91 | 393,594.00 | (109,176.09) | 72.3% |
| 01-438-000-150 | Payroll Tax Expense | 23,059.63 | 30,110.00 | (7,050.37) | 76.6% |
| 01-438-000-151 | PSATS Unemployment Compensation | 547.65 | 560.00 | (12.35) | 97.8% |
| 01-438-000-156 | Employee Benefit Expense | 110,403.50 | 150,538.00 | (40,134.50) | 73.3% |
| 01-438-000-160 | Pension | 33,483.22 | 33,556.00 | (72.78) | 99.8% |
| 01-438-000-181 | Longevity | 4,050.00 | 6,150.00 | (2,100.00) | 65.9% |
| 01-438-000-183 | Overtime Wages | 13,954.75 | 24,000.00 | (10,045.25) | 58.1% |
| 01-438-000-200 | Supplies | 29,921.10 | 49,600.00 | (19,678.90) | 60.3% |
| 01-438-000-205 | Meals & Meal Allowances | 198.32 | 500.00 | (301.68) | 39.7% |
| 01-438-000-230 | Gasoline & Oil | 17,497.61 | 29,200.00 | (11,702.39) | 59.9% |
| 01-438-000-235 | Vehicle Maintenance | 12,185.11 | 14,050.00 | (1,864.89) | 86.7% |
| 01-438-000-238 | Uniforms | 3,931.96 | 3,050.00 | 881.96 | 128.9% |
| 01-438-000-245 | Highway Supplies | 6,101.27 | 9,900.00 | (3,798.73) | 61.6% |
| 01-438-000-260 | Small Tools & Equipment | 3,457.19 | 12,400.00 | (8,942.81) | 27.9% |
| 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 | 2,519.30 | 3,000.00 | (480.70) | 84.0% |
| 01-438-000-322 | Ipad Expense | 1,577.13 | 1,200.00 | 377.13 | 131.4% |
| 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 | 34,243.14 | 52,730.00 | (18,486.86) | 64.9% |
| 01-438-000-463 | Miscellaneous | - | - | - | #DIV/0! |
| 01-438-000-720 | Road Resurfacing | 244,222.00 | 244,222.00 | - | 100.0% |
| | | 837,747.15 | 1,082,480.00 | (244,732.85) | 77.4% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

53

| 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 | 146,825.91 | 221,770.00 | (74,944.09) | 66.2% |
| 01-438-001-101 | Employee Costs Allocated | (145,889.74) | (207,991.00) | 62,101.26 | 70.1% |
| 01-438-001-150 | Payroll Tax Expense | 11,980.51 | 16,965.00 | (4,984.49) | 70.6% |
| 01-438-001-151 | PSATS Unemployment Compensation | 393.94 | 560.00 | (166.06) | 70.3% |
| 01-438-001-156 | Employee Benefit Expense | 51,956.55 | 70,955.00 | (18,998.45) | 73.2% |
| 01-438-001-160 | Pension Expense | 12,405.67 | 10,711.00 | 1,694.67 | 115.8% |
| 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 | 13,612.32 | 8,000.00 | 5,612.32 | 170.2% |
| 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! |
| | | 107,763.60 | 148,387.00 | (40,623.40) | 72.6% |
| 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 | 145,889.74 | 207,991.00 | (62,101.26) | 70.1% |
| 01-454-001-200 | Supplies | 13,226.20 | 10,000.00 | 3,226.20 | 132.3% |
| 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 | 23,625.32 | 28,000.00 | (4,374.68) | 84.4% |
| 01-454-001-230 | Gasoline & Oil | - | - | - | #DIV/0! |
| 01-454-001-235 | Vehicle Maintenance | 2,590.94 | 6,000.00 | (3,409.06) | 43.2% |
| 01-454-001-250 | Maintenance & Repairs | 1,110.11 | 500.00 | 610.11 | 222.0% |
| 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% |
| | | 192,199.03 | 275,585.00 | (83,385.97) | 69.7% |
| HICKORY PARK | | | | | |
| 01-454-002-200 | Supplies-Hickory | 3,248.66 | 3,000.00 | 248.66 | 108.3% |
| 01-454-002-231 | Propane | 1,930.70 | 2,000.00 | (69.30) | 96.5% |
| 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 | 3,319.91 | 5,000.00 | (1,680.09) | 66.4% |
| 01-454-002-450 | Contracted Services | 17,912.34 | 20,000.00 | (2,087.66) | 89.6% |
| | | 31,505.86 | 40,153.00 | (8,647.14) | 78.5% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

54

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|-------------------------------|--|---------------------|---------------------|------------------------|--------------------------|
| FELLOWSHIP FIELDS | | | | | |
| 01-454-003-200 | Supplies | 1,562.91 | 3,000.00 | (1,437.09) | 52.1% |
| 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 | 1,124.91 | 2,500.00 | (1,375.09) | 45.0% |
| 01-454-003-351 | Insurance Property | 2,364.93 | 3,153.00 | (788.07) | 75.0% |
| 01-454-003-360 | Utilities | 4,854.93 | 12,000.00 | (7,145.07) | 40.5% |
| 01-454-003-450 | Contracted Services | 7,065.00 | 16,000.00 | (8,935.00) | 44.2% |
| | | 18,160.00 | 48,653.00 | (30,493.00) | 37.3% |
| 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 | 665.00 | 3,000.00 | (2,335.00) | 22.2% |
| | | 665.00 | 9,000.00 | (8,335.00) | 7.4% |
| UPLAND FARMS | | | | | |
| 01-454-005-200 | Supplies | 646.52 | 5,000.00 | (4,353.48) | 12.9% |
| 01-454-005-231 | Propane & Heating Oil | 3,773.06 | 4,500.00 | (726.94) | 83.8% |
| 01-454-005-250 | Repairs & Maintenance | 4,355.00 | 50,000.00 | (45,645.00) | 8.7% |
| 01-454-005-351 | Insurance - Building | 2,364.93 | 3,153.00 | (788.07) | 75.0% |
| 01-454-005-360 | Utilities | 2,991.17 | 4,000.00 | (1,008.83) | 74.8% |
| 01-454-005-450 | Contracted Services | 2,837.80 | 5,000.00 | (2,162.20) | 56.8% |
| 01-454-005-513 | Engineering Fees | - | - | - | #DIV/0! |
| | | 16,968.48 | 71,653.00 | (54,684.52) | 23.7% |
| | Total Parks and Recreation | 259,498.37 | 445,044.00 | (185,545.63) | 58.3% |
| 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 | 36.00 | 1,000.00 | (964.00) | 3.6% |
| 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% |
| | | 36.00 | 2,500.00 | (2,464.00) | 1.4% |
| | Total Expenditures Before Operating Transfers | 4,631,802.41 | 6,203,129.00 | (1,569,326.59) | 74.7% |
| | Excess of Revenues over Expenses Before Operating Transfers | 1,146,363.36 | 487,071.00 | 657,292.36 | 235.4% |

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

55

| 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 | 4,631,802.41 | 6,683,129.00 | (2,049,326.59) | 69.3% |
| | | | | | |
| EXCESS OF REVENUES OVER EXPENSES | | 1,146,363.36 | 7,071.00 | 1,137,292.36 | 16212.2% |

Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of September 30, 2019

56

ASSETS

| | | |
|----------------|--------------------|-------------------|
| Cash | | |
| 04-100-000-000 | Cash - Fulton Bank | \$ 831,988.82 |
| | Total Cash | <u>831,988.82</u> |

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 | <u>-</u> |

Total Assets \$ 831,988.82

LIABILITIES AND FUND BALANCE

Accounts Payable

| | | |
|----------------|------------------------|-------------------|
| 04-200-000-000 | Accounts Payable | - |
| 04-258-000-000 | Accrued Expenses | 129,267.81 |
| | Total Accounts Payable | <u>129,267.81</u> |

Other Current Liabilities

| | | |
|----------------|---------------------------------|----------|
| | Other Liabilities | |
| 04-230-000-010 | Due To General Fund | - |
| | Due To Capital Fund | - |
| | Total Other Current Liabilities | <u>-</u> |

Total Liabilities 129,267.81

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) | 262,645.34 |
| | Total Equity | <u>702,721.01</u> |

Total Fund Balance \$ 702,721.01

Total Liabilities & Fund Balance \$ 831,988.82

Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending September 30, 2019

57

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|-----------------------------|---|----------------------|----------------------|------------------------|--------------------------|
| REVENUES | | | | | |
| 04-341-000-000 | Interest Earnings | \$ 12,131.84 | \$ 3,500.00 | 8,631.84 | 347% |
| 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 | \$ 439,405.03 | \$ 417,552.00 | \$ 21,853.03 | 548% |
| 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 | 129,267.81 | 224,000.00 | (94,732.19) | 58% |
| 04-439-002-250 | Base Repairs - Pa. Drive | - | - | - | #DIV/0! |
| | Total Highway Construction | 129,267.81 | 224,000.00 | (94,732.19) | #DIV/0! |
| | Total Expenditures | \$ 176,759.69 | \$ 354,000.00 | \$ (177,240.31) | 50% |
| | Excess of Revenues over Expenditures | \$ 262,645.34 | \$ 63,552.00 | \$ 199,093.34 | 413% |

Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of September 30, 2019

58

ASSETS

| | | | |
|----------------|--------------------|----|-------------------|
| Cash | | | |
| 05-100-000-010 | Meridian Bank | \$ | 385,477.74 |
| 05-100-000-030 | Cash - Fulton Bank | | 343,808.50 |
| | Total Cash | | <u>729,286.24</u> |

Accounts Receivable

| | | | |
|----------------|-------------------------|--|-------------------|
| 05-130-000-045 | WIPP Receivable from MA | | 26,009.66 |
| 05-145-000-010 | Solid Waste Receivable | | 164,943.50 |
| 05-145-000-095 | Misc. Receivable | | - |
| | | | <u>190,953.16</u> |

Other Current Assets

| | | | |
|----------------|------------------------------|--|-----------------|
| 05-130-000-010 | Due from General Fund | | 2.00 |
| 05-130-000-020 | Due from Capital Fund | | - |
| 05-130-000-050 | Due from Municipal Authority | | 2,960.32 |
| 05-155-000-010 | Prepaid Attorney Fees | | - |
| | Other Assets | | - |
| | Total Other Current Assets | | <u>2,962.32</u> |

| | | |
|---------------------|-----------|-------------------|
| Total Assets | \$ | 923,201.72 |
|---------------------|-----------|-------------------|

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 | | 3,040.58 |
| 05-252-000-010 | Deferred Revenues | | 142,422.59 |
| | Total Other Current Liabilities | | <u>145,463.17</u> |

| | |
|--------------------------|-------------------|
| Total Liabilities | 145,463.17 |
|--------------------------|-------------------|

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) | | 363,317.60 |
| | Total Equity | | <u>777,738.55</u> |

| | | |
|---------------------------|-----------|-------------------|
| Total Fund Balance | \$ | 777,738.55 |
|---------------------------|-----------|-------------------|

| | | |
|---|-----------|-------------------|
| Total Liabilities & Fund Balance | \$ | 923,201.72 |
|---|-----------|-------------------|

Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending September 30, 2019

59

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|----------------------------|---|------------------------|------------------------|------------------------|--------------------------|
| REVENUES | | | | | |
| 05-341-000-000 | Interest Earnings | \$ 8,366.55 | \$ 10,000.00 | (1,633.45) | 84% |
| 05-364-000-010 | Solid Waste Income | 989,358.67 | 1,025,124.00 | (35,765.33) | 97% |
| 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 | \$ 1,025,268.24 | \$ 1,061,124.00 | \$ (35,855.76) | #DIV/0! |
| EXPENDITURES | | | | | |
| Operations | | | | | |
| 05-427-000-150 | Bank Fees | - | 200.00 | (200.00) | 0% |
| 05-427-000-200 | Supplies | 2,746.30 | 2,000.00 | 746.30 | 137% |
| 05-427-000-210 | Print and Mail Services | 2,666.75 | 2,000.00 | 666.75 | 133% |
| 05-427-000-220 | Postage | 2,785.43 | 2,500.00 | 285.43 | 111% |
| 05-427-000-230 | Toters | 16,721.00 | 12,000.00 | 4,721.00 | 139% |
| 05-427-000-314 | Legal Fees | 2,389.60 | 9,000.00 | (6,610.40) | 27% |
| 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 | 434,377.58 | 657,863.00 | (223,485.42) | 66% |
| 05-427-000-460 | Contracted Services - Recycling | 15,200.04 | - | 15,200.04 | #DIV/0! |
| 05-427-000-700 | Tipping Fees | 158,486.31 | 234,090.00 | (75,603.69) | 68% |
| 05-427-000-725 | Tipping Fees - Recycling | 22,303.55 | 36,000.00 | (13,696.45) | 62% |
| 05-427-000-800 | Recycling Disposal | 4,274.08 | - | 4,274.08 | #DIV/0! |
| | Total Operations | 661,950.64 | 956,278.00 | (294,327.36) | #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 | \$ 661,950.64 | \$ 956,278.00 | \$ (294,327.36) | 69% |
| | Excess of Revenues over Expenditures | \$ 363,317.60 | \$ 104,846.00 | \$ 258,471.60 | 347% |

Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of September 30, 2019

60

ASSETS

| | | |
|----------------|--------------------|------------------|
| Cash | | |
| 08-100-000-100 | Cash - Fulton Bank | 75,706.42 |
| | Total Cash | <u>75,706.42</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 | \$ | 75,706.42 |
|---------------------|-----------|------------------|

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 | \$ | - |
|--------------------------|-----------|----------|

Equity

| | | |
|----------------|----------------------------------|------------------|
| 08-272-000-100 | Unrestricted Net Assets | 98,700.55 |
| 08-272-000-200 | Restricted Net Assets | - |
| | Current Period Net Income (Loss) | (22,994.13) |
| | Total Equity | <u>75,706.42</u> |

| | | |
|---------------------------|-----------|------------------|
| Total Fund Balance | \$ | 75,706.42 |
|---------------------------|-----------|------------------|

| | | |
|---|-----------|------------------|
| Total Liabilities & Fund Balance | \$ | 75,706.42 |
|---|-----------|------------------|

Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending September 30, 2019

61

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|---|-------------------------------------|-----------------------|----------------------|------------------------|--------------------------|
| REVENUES | | | | | |
| 08-341-000-010 | Interest Earnings | \$ 1,624.25 | \$ 600.00 | 1,024.25 | 271% |
| 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 | - | 330,000.00 | (330,000.00) | 0% |
| 08-392-000-010 | Transfer from the General Fund | - | - | - | #DIV/0! |
| 08-392-000-020 | Transfer from Municipal Authority | - | 282,432.00 | (282,432.00) | 0% |
| | Miscellaneous Revenue | | | - | #DIV/0! |
| Total Revenues | | \$ 1,624.25 | \$ 613,032.00 | \$ (611,407.75) | #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 | 6,141.99 | - | 6,141.99 | #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 | 11,280.16 | 5,000.00 | 6,280.16 | 226% |
| 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 | 839.96 | 2,000.00 | (1,160.04) | 42% |
| 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 | 24,618.38 | 610,880.00 | (586,261.62) | #DIV/0! |
| Operating Transfers | | | | | |
| | Transfer to General Fund | - | - | - | #DIV/0! |
| | Total Operating Transfers | - | - | - | #DIV/0! |
| Total Expenditures | | \$ 24,618.38 | \$ 610,880.00 | \$ (586,261.62) | 4% |
| Excess of Revenues over Expenditures | | \$ (22,994.13) | \$ 2,152.00 | \$ (25,146.13) | -1069% |

Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of September 30, 2019

62

ASSETS

| | | |
|----------------|--------------------|-------------------|
| Cash | | |
| 09-100-000-010 | Cash - Fulton Bank | \$ 542,721.82 |
| | Total Cash | <u>542,721.82</u> |

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 | <u>-</u> |

| | |
|---------------------|----------------------|
| Total Assets | \$ 542,721.82 |
|---------------------|----------------------|

LIABILITIES AND FUND BALANCE

Accounts Payable

| | | |
|----------------|------------------------|----------|
| 09-200-000-000 | Accounts Payable | - |
| 09-258-000-000 | Accrued Expenses | - |
| | Total Accounts Payable | <u>-</u> |

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 | <u>-</u> |

| | |
|--------------------------|-------------|
| 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) | 9,578.70 |
| | Total Equity | <u>542,721.82</u> |

| | |
|---------------------------|----------------------|
| Total Fund Balance | \$ 542,721.82 |
|---------------------------|----------------------|

| | |
|---|----------------------|
| Total Liabilities & Fund Balance | \$ 542,721.82 |
|---|----------------------|

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

63

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|---|--------------------------------------|--------------------|--------------------|------------------------|--------------------------|
| 09-341-000-000 | Interest Income | \$ 9,578.70 | \$ 7,000.00 | \$ 2,578.70 | 136.8% |
| 09-354-000-030 | Grant Revenue - Federal | - | - | - | #DIV/0! |
| 09-354-000-140 | Grant Revenue - State (ARLE) | - | - | - | #DIV/0! |
| 09-379-000-010 | Transportation Impact Fees | - | - | - | #DIV/0! |
| 09-379-000-020 | Transportation Impact Fees - Reserve | - | - | - | #DIV/0! |
| 09-380-000-000 | Misc Revenue | - | - | - | #DIV/0! |
| 09-395-000-100 | Transfer from General Fund | - | - | - | #DIV/0! |
| 09-395-000-200 | Transfer from Capital Fund | - | - | - | #DIV/0! |
| Total Revenue | | 9,578.70 | 7,000.00 | 2,578.70 | #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 | | \$ 9,578.70 | \$ 7,000.00 | \$ 2,578.70 | #DIV/0! |

Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of September 30, 2019

64

ASSETS

| | | |
|----------------------|-----------------------------------|-------------------------|
| Cash | | |
| 15-100-000-100 | Cash - Fulton Bank | \$ 106,369.12 |
| 15-100-000-200 | Cash - Construction Fund (PSDLAF) | 83.57 |
| | Total Cash | <u>106,452.69</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 | | \$ 22,749,252.21 |

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 | 61,404.16 |
| | Total Accounts Payable | <u>61,404.16</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 | | 5,436,121.52 |
| Equity | | |
| 15-272-000-100 | Unrestricted Net Assets | 17,354,730.28 |
| | Current Period Net Income (Loss) | <u>(41,599.59)</u> |
| | Total Equity | 17,313,130.69 |
| Total Fund Balance | | \$ 17,313,130.69 |
| Total Liabilities & Fund Balance | | \$ 22,749,252.21 |

Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending September 30, 2019

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|----------------------|---|-----------------------|----------------------|------------------------|--------------------------|
| REVENUES | | | | | |
| 15-341-000-000 | Interest Earnings | \$ 2,072.17 | \$ 3,000.00 | (927.83) | 69% |
| 15-342-000-100 | Operations Mgmt Agreement Fees | 91,930.75 | 569,287.00 | (477,356.25) | 16% |
| | | - | | - | #DIV/0! |
| | Total Revenues | \$ 94,002.92 | \$ 572,287.00 | \$ (478,284.08) | #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 | 138,159.36 | 379,287.00 | (241,127.64) | 36% |
| 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 | 135,602.51 | 374,173.00 | (238,570.49) | #DIV/0! |
| Other | | | | | |
| 15-493-000-083 | Depreciation | - | - | - | #DIV/0! |
| | | - | - | - | #DIV/0! |
| | Total Expenditures before Transfers | \$ 135,602.51 | \$ 375,373.00 | \$ (239,770.49) | 36% |
| Transfers | | | | | |
| 15-492-000-010 | Transfer to Municipal Authority | - | - | - | #DIV/0! |
| | Total Transfers | - | - | - | #DIV/0! |
| | Total Expenditures and Transfers | 135,602.51 | 375,373.00 | (239,770.49) | #DIV/0! |
| | Excess of Revenues over Expenditures | \$ (41,599.59) | \$ 196,914.00 | \$ (238,513.59) | -21% |

**Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of September 30, 2019**

99

ASSETS

| | | | |
|---------------------|---|-----------|---------------------|
| Cash | | | |
| 30-100-000-010 | Cash - Fulton Bank | \$ | 646,086.23 |
| 30-100-000-020 | PSDLAF | | 89,895.72 |
| 30-110-000-100 | Fulton Bank - 2019 Bond Proceeds | | - |
| 30-110-000-200 | Fulton Bank - 2019 Bond Proceeds - ICS | | 4,534,494.19 |
| | Total Cash | | <u>5,270,476.14</u> |
| Accounts Receivable | | | |
| 30-130-000-001 | Due from General Fund | | 8,367.47 |
| 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>8,367.47</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 | | \$ | 5,306,706.94 |

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 | | 67,025.00 |
| | Total Accounts Payable | | <u>67,025.00</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 | | \$ | 67,025.00 |
| 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) | | 4,110,206.13 |
| | Total Equity | | <u>5,239,644.66</u> |
| Total Fund Balance | | \$ | 5,239,644.66 |
| Total Liabilities & Fund Balance | | \$ | 5,306,669.66 |

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending September 30, 2019

67

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|-----------------------------|---------------------------------------|--------------------|-----------------|------------------------|--------------------------|
| REVENUES | | | | | |
| 30-341-000-000 | Interest Earnings | \$ 109,349.03 | \$ 20,000.00 | 89,349.03 | 547% |
| 30-354-000-010 | Grant Revenue - County | - | - | - | #DIV/0! |
| 30-354-000-020 | Grant Revenue - State | 1,080,336.83 | - | 1,080,336.83 | #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! |
| | | 6,845,722.74 | 5,768,095.00 | 1,077,627.74 | 119% |
| Total Revenues | | | | | |
| | | \$ 6,845,722.74 | \$ 5,768,095.00 | \$ 1,077,627.74 | 119% |
| 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 | 889,053.79 | 3,000,000.00 | (2,110,946.21) | 30% |
| 30-409-002-700 | Capital Purchases - Twp Bldg | 2,139.93 | - | 2,139.93 | #DIV/0! |
| 30-409-003-600 | Capital Construction - PW Bldg | 59,162.92 | 93,400.00 | (34,237.08) | 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 | 950,356.64 | 3,093,400.00 | (2,143,043.36) | 31% |
| Police | | | | | |
| 30-410-000-700 | Capital Purchases- Police | 131,087.70 | 73,000.00 | 58,087.70 | 180% |
| | Future Purchase | - | - | - | #DIV/0! |
| | | 131,087.70 | 73,000.00 | 58,087.70 | 180% |
| Codes | | | | | |
| 30-413-000-700 | Capital Purchases | - | - | - | #DIV/0! |
| | | - | - | - | #DIV/0! |
| Emergency Management | | | | | |
| 30-415-000-700 | Capital Purchases | - | - | - | #DIV/0! |
| | | - | - | - | #DIV/0! |
| Public Works | | | | | |
| 30-438-000-700 | Capital Purchases-Vehicles | 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 | 19,326.72 | 16,200.00 | 3,126.72 | #DIV/0! |
| 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! |
| | | 13,931.67 | - | 13,931.67 | #DIV/0! |

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending September 30, 2019

8

| | | | | |
|---|-----------------------------------|------------------------|------------------------|--------------------------------|
| Parks | | | | |
| All Parks | | | | |
| 30-454-000-700 | Capital Purchases - All Parks | - | - | #DIV/0! |
| Hickory Park | | | | |
| 30-454-001-600 | Capital Construction - Hickory | 26,842.09 | - | 26,842.09 #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 | 53,276.75 | 500,000.00 | (446,723.25) 11% |
| 30-454-004-610 | Fund Raising - Upland | - | - | #DIV/0! |
| 30-454-004-700 | Capital Purchases - Upland | - | 7,000.00 | (7,000.00) 0% |
| Village of Eagle Pocket Park | | | | |
| 30-506-000-100 | Design | - | - | - |
| 30-506-000-600 | Capital Construction | - | - | #DIV/0! |
| 30-506-000-700 | Capital Purchases | - | - | #DIV/0! |
| | Total Parks Capital | 88,116.66 | 972,000.00 | (883,883.34) 9% |
| Trails | | | | |
| 30-455-000-650 | Grant-Trails/Bridge | - | - | #DIV/0! |
| 30-455-000-651 | Phase IV-Pk Rd Trail | 1,314,337.25 | 654,313.00 | 660,024.25 201% |
| 30-455-000-652 | Side Path Project | - | - | #DIV/0! |
| | Total Trails | 1,314,337.25 | 654,313.00 | 660,024.25 201% |
| Debt Service | | | | |
| 30-472-000-100 | Interest Expense - 2019 Bonds | 145,740.45 | 184,999.00 | (39,258.55) 79% |
| | 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 | 201,198.81 | 381,843.00 | (180,644.19) 53% |
| Village Concept | | | | |
| 30-506-000-100 | Design - Village of Eagle | 1,780.84 | - | 1,780.84 #DIV/0! |
| 30-506-000-600 | Construction - Village of Eagle | 15,380.32 | - | 15,380.32 #DIV/0! |
| | | 17,161.16 | - | 17,161.16 #DIV/0! |
| Total Expenditures before Operating Transfers | | | | |
| | | \$ 2,735,516.61 | \$ 5,190,756.00 | \$ (2,455,239.39) 53% |
| 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 | | | | |
| | | \$ 4,110,206.13 | \$ 577,339.00 | \$ 3,532,867.13 711.92% |

**Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of September 30, 2019**

ASSETS

| | | |
|----------------------|------------------------------|--------------------|
| Cash | | |
| 40-100-000-100 | Cash - Fulton Bank | \$ 2,602.11 |
| | Total Cash | 2,602.11 |
| Other Current Assets | | |
| 40-130-000-010 | Due from General Fund | 227.25 |
| 40-130-000-020 | Due from Solid Waste Fund | - |
| 40-130-000-030 | Due from Municipal Authority | - |
| | Total Other Current Assets | 227.25 |
| Total Assets | | \$ 2,829.36 |

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 | 13,033.20 |
| 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 | (11,988.46) |
| 40-248-000-004 | Columbia Gas Transmission LLC | 8,073.03 |
| 40-248-000-005 | Chester County - Radio Tower | 342.23 |
| 40-248-000-006 | Executive Land Holdings | (2,931.79) |
| 40-248-000-007 | Park Road Townhomes | 3,749.67 |
| 40-248-000-009 | Open Community Corp. | (17,195.66) |
| 40-248-000-010 | Sunoco Reed Road | 4,117.21 |
| 40-248-000-011 | McHugh | 10.12 |
| 40-248-000-012 | Marsh Lea | (3,189.15) |
| 40-248-000-013 | Eagle Pointe | - |
| 40-248-000-014 | Grashof | 771.51 |
| 40-248-000-015 | McKee Fetters | 3,389.73 |
| 40-248-000-017 | Vantage Point Retirement | (6,349.53) |
| 40-248-000-018 | CarSense | - |
| 40-248-000-019 | Village at Byers | (4,960.51) |
| 40-248-000-020 | Milford Rd. Associates | 0.90 |
| 40-248-000-021 | Townes at Chester Springs | 2,093.88 |
| 40-248-000-022 | Eagle Village Parking | - |
| 40-248-000-023 | Fish Eye | 16,610.46 |
| 40-248-000-024 | Jankowski | (177.50) |
| 40-248-000-025 | Eagleview Lot 1C | 4,218.71 |
| 40-248-000-026 | Lot 1B Maintenance Area | 5,271.82 |
| 40-248-000-027 | 122 Oscar Way | (940.03) |
| 40-248-000-028 | Commercial SC | (547.19) |
| 40-248-000-030 | Profound Technologies | 5,613.82 |
| 40-248-000-031 | Windsor Baptist Church | (2,025.88) |
| 40-248-000-032 | Eagle Village Parking Expansion | (3,885.22) |
| 40-248-000-033 | Chester Springs Crossing | (10,219.01) |
| | Total Other Current Liabilities | 2,886.36 |
| 40-258-000-000 | Accrued Expenses | - |
| Total Liabilities | | \$ 2,886.36 |
| Equity | | |
| 40-279-000-000 | Opening Balance Equity | - |
| | Current Period Net Income (Loss) | (57.00) |
| | Total Equity | (57.00) |
| Total Fund Balance | | \$ (57.00) |
| Total Liabilities & Fund Balance | | \$ 2,829.36 |

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

70

| GL Account # | Account Description | 2019 YTD Actual | 2019 Budget | Over (Under) Budget | Actual as % of Budget |
|----------------|---|--------------------|----------------|------------------------|--------------------------|
| 40-341-000-000 | Interest Income | \$ 653.81 | \$ - | \$ 653.81 | - |
| 40-341-000-010 | Interest Income - allocated to Developers | (653.81) | - | (653.81) | - |
| 40-392-000-100 | Transfer from General Fund | - | - | - | - |
| | | - | - | - | - |
| | Total Revenue | 0.00 | - | 0.00 | - |
| 40-400-000-461 | Bank Fees | 57.00 | - | 57.00 | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | Total Expenditures | 57.00 | - | 57.00 | - |
| | Excess of Revenues over Expenditures | \$ (57.00) | \$ - | \$ (57.00) | - |



ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: October 10, 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:

Chester Springs Crossing (aka- Jankowski Tract) - Construction continues. With the exception of the boring work under Pottstown Pike (Which is scheduled for later this month) The sewer work on Garrison Drive has been completed.

In addition, we have received Escrow Release Request No. 1 for this project and have offered a recommendation for release under separate cover.

Eaglepointe Village – A land development plan has now been submitted for this project and will be considered for acceptance by the Planning Commission at their October 10th meeting.

Townes at Chester Springs - We have received Escrow Release Request No. 2 for this project and have offered a recommendation for release under separate cover.

Village at Byers Station - We have received Escrow Release Request No. 2 for this project and have offered a recommendation for release under separate cover.

General:

Meetings / Correspondence with staff regarding various matters.



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: October 10, 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 Conditional Use was granted by the Board on September 16, 2019. The Applicant will now continue through the land development approval process.

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 was approved by the Board at their August 19, 2019 meeting. Initial construction activities have commenced.

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 14 building permit applications (76 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 consultants and the Planning Commission recommended plan approval at their

Reference: Development Update

73

File No. 19-01080T
October 10, 2019

September 12th, 2019 meeting. The Applicant will be before the Board on October 14, 2019 seeking same.

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 Board granted approval to the Amended PRD Application at their September 16, 2019 meeting.

Chester Springs Crossing (aka- Jankowski Tract) - The Board granted Preliminary / Final Land Development Approval for this 55 home development at their October 15th, 2018 meeting. Construction continues and we have received a building permit application for the model home.

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 Board granted Preliminary / Final Land Development Approval at their August 19th, 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. A land development plan has now been submitted for this project and will be considered for acceptance by the Planning Commission at their October 10th meeting.

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. The Applicant has submitted a construction cost estimate for our review for establishment of construction escrow, so it appears the project may start moving forward shortly.

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 16 proposed homes.

Reference: Development Update

74

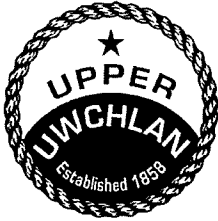
File No. 19-01080T
October 10, 2019

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 potential 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 November 12th, 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. There has been no further activity on this project.

Windsor Baptist Church - The Church has submitted a Preliminary Land Development Plan and Conditional Use Application for an approximately 9,190 SF school building addition on their current property. The Board granted the Conditional Use at their September 16, 2019 meeting. Revised land development plans have been submitted and reviewed by the consultants. The Planning Commission will review the plans at their October 10, 2019 meeting.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

75

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath *Kathi*

RE: Codes Department Activity Report

DATE: October 3, 2019

=====

Attached, please find the Codes Department Activity Report for the month of September, 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 | 67 | \$ 90,670.34 | 465 | \$336,967.34 |
| 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 | 61 | \$ 13,393.00 | 522 | \$350,360.34 |
| 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 | | | | |



SEPTEMBER 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: 170

- **Municipal Authority & PA 1-calls**
 - **96 Work orders completed**
 - **Public Works**
 - **15 Work orders completed**
 - **Parks**
 - **2 Work orders completed**
 - **Solid Waste**
 - **28 Work orders completed**
 - **Vehicles and Equipment (All Dept.)**
 - **29 Work orders completed**
-
- **All Parks/MA properties have been mowed on a regular basis.**
 - **Resurfacing has been completed by Glasgow Inc. We came in under budget.**
 - **Road patching of defective areas were done on Township Line Road, Greenridge Road and Stockton Drive.**

- **Long Line Painting has been completed. Alpha Space control is expected back the week of October 14th (or sooner if possible) to complete some intersection arrows and legends.**
- **I am still having a problem with rags being found in the Eaglepointe sewer system. I am working with Jay Jackson from ARRO. Jay, with the help of Brian Owens monitoring the plant, have traced it back to Wawa. ARRO is now working with Wawa to install a catch tank on their system before it gets to the Upper Uwchlan Twp. connection. That should eliminate the rag issues.**
- **A pipe replacement job was completed on Yarmouth Lane.**
- **Repaired roadway and patched the asphalt around the newly repaired curb on Deerhaven, Foxclove, and Krauser roads.**
- **School flashers were tested, timed, and put back into operation for the new school year.**
- **Paved the access driveway to Marsh Harbour Sewer Plant.**
- **Installed ice cleats on the metal roof at the PW Shop to help with the safety of possible snow sliding off.**
- **The sinking edges around various manholes were repaired. Mostly on roads that were to be resurfaced.**
- **Worked on the 2020 Budget. It has been turned in to Jill.**
- **Mowing continues daily**
- **Rebuilt stormwater inlets on Yarmouth Lane**
- **Roadside mowing was done as time allows**
- **Street sweeping on various roadways**
- **Cleared out storm pipes and inlet structures.**
- **Sign replacements were done at various locations throughout the Township. And, as always, we like to replace the signs on the streets that were resurfaced. This helps to keep a good retroreflectivity to the signage for safety.**
- **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.
- PA 1-Calls were responded to as they came in.

Bids:

- None

Road Dedications:

- None

Workforce

- All current employees are working and there are no outstanding issues to report.
- The last of the summer help has been released from this year's position.
- Snow is next!

Respectfully submitted,

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



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

08

ADMINISTRATION

TO: Board of Supervisors

RE: Byers Station Parcel 5C – The Village at Byers Station
Commercial Lot – Lot 2A-2B
Amended Final PRD Plan Approval - Decision

DATE: October 10, 2019

The Board is requested to review the Amended Final PRD Plan and attached draft Decision & Order for the above-referenced project, and if possible, **grant Approval.**

As a result of the difficulty the Applicant is having finding commercial tenants for the property, they are proposing an alternate plan to improve Lot 2 with 26,573 SF of office/retail in addition to 55 townhomes similar to those being constructed by Toll Brothers on Lot 1.

The Planning Commission reviewed the plan and recommended Approval at their September 12, 2019 meeting.

Attachments:

Final PRD Plan dated March 25, 2019 and last revised August 16, 2019
Gilmore's Review Letter dated September 5, 2019
Decision and Order

**BEFORE THE BOARD OF SUPERVISORS
OF UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**APPLICATION OF BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP
FOR FINAL PLANNED RESIDENTIAL DEVELOPMENT APPROVAL
FOR PARCEL 5C – LOT 2 OF THE BYERS STATION
PLANNED RESIDENTIAL DEVELOPMENT**

DECISION AND ORDER

BACKGROUND

A. In August 1998, Bryn Coed Farms submitted an application to Upper Uwchlan Township (the “Township”) for tentative plan approval under the Township's Planned Residential Development Ordinance then in effect and Article VII of the Pennsylvania Municipalities Planning Code for property situated at the intersection of Route 100 and Byers Road in the Township known as the Byers Station Property (the “Property”).

B. On June 7, 1999, the Township granted tentative planned residential development approval (the “Tentative Approval”) for development of the Property as a planned residential development (the “Byers Station PRD”). The Tentative Approval approved a Tentative Plan that included six parcels, Parcels 1, 2, 3, 4, 5C and 6C.

C. On July 21, 2003, the Township granted final PRD approval for Parcels 1, 2, 3 and 4 of the Byers Station PRD as depicted in the approved Tentative Plan (“2003 Final Approval”). The 2003 Final Approval did not grant final plan approval for Parcels 5C and 6C of the Tentative Plan.

D. On May 23, 2016, Byers Residential Acquisition Limited Partnership and Byers Retail Acquisition Limited Partnership, then equitable owners of Byers Station Parcel 5C, submitted an application for final PRD approval for a portion of Parcel 5C depicted in the application and referred to as Lot 1 (“the Lot 1 Application”). The Lot 1 Application proposed 121 residential townhouse units on Lot 1. The Lot 1 Application did not seek final PRD approval for the part of Parcel 5C depicted in the Lot 1 Application as Lot 2, consisting of approximately 13.439 acres fronting on Station Boulevard between Pottstown Pike and Graphite Mine Road.

E. The Township granted approval of the Lot 1 Application by Decision and Order dated March 17, 2017 as amended by Decision and Order dated May 15, 2017. The Lot 1 Application Decisions did not grant final approval for Parcel 5C, Lot 2.

F. On February 16, 2018, Byers Retail Acquisition Limited Partnership (the “Applicant”) filed with the Township an application for Final Approval of Parcel 5C, Lot 2, depicting approximately 81,000 square feet of commercial development on Lot 2 (the “2018 Commercial Plan”). Although the Township Planning Commission conditionally

recommended approval of Phase A of the 2018 Commercial Plan, the Applicant chose not to request final approval of the 2018 Commercial Plan from the Board of Supervisors.

G. On April 1, 2019, the Applicant filed an alternative final PRD plan for Lot 2, depicting 67 residential townhouse units on the east side of Lot 2 and 15,000 square feet of commercial development on the west side of Lot 2. The Applicant did not withdraw the 2018 Commercial Plan, but instead sought approval of the Alternative Plan.

H. After advice by the Township that Lot 2 was limited to 55 residential units by the Tentative Approval, the Applicant revised the Alternative Plan to depict 55 townhouse units.

I. The Alternative Plan was also revised to depict two commercial pad sites on the western side of Lot 2, one pad on the northwest corner depicting a one and one-half story retail building with a floor area of 2,793 square feet; and a second pad on the southeast corner depicting a two story building containing 2,000 square feet of restaurant and 9,980 square feet of retail on the first floor and 11,800 square feet of office on the second floor.

J. The Alternative Plan also proposes a subdivision of Lot 2 into two lots, Lot #2A comprising 9.468 acres containing the residential development; and Lot #2B comprising 3.971 acres containing the commercial development.

K. The Alternative Plan is depicted on a plan titled “Amended Final PRD Plans for Byers Retail Acquisition , L. P. – Final Plan for Lot 2A & 2B of Parcel 5C” prepared by Bohler Engineering, dated 03/25/2019, last revised 8/16/19, 42 plan sheets (the “Final Plan”).

ORDER

The Board of Supervisors of Upper Uwchlan Township hereby grants Final PRD Approval to the Final Plan and approves the subdivision of Parcel 5C as depicted on the Final Plan, subject to compliance with the following conditions.

1. The Final Plan shall be revised to comply with Gilmore and Associates’ review letter dated September 5, 2019.
2. The Applicant shall add a note to the Final Plan and include a provision in the homeowners’ declaration or a deed restriction that prohibits landscaping or the placement of structures on or adjacent to Lots 42 and 43 that would obstruct the sight triangles on Road B at approximately Stations 8+10 and 10+20.
3. The number of required stacking spaces for the drive-thru lane for the proposed eating establishment on Lot #2B shall be determined by the Township when the specific user is identified by the Applicant.
4. The Township reserves the right to require the purchase of additional sewer capacity for the commercial users based upon actual water usage.

5. The Applicant shall dedicate proposed and existing sanitary sewer facilities to and as requested by the Township, at no cost to the Township.
6. The Applicant shall obtain all required outside agency permitting and approvals (e.g., PennDOT Highway Occupancy Permit approval, PaDEP Planning Module approval) prior to recordation of the Final Plan.
7. The proposed commercial development on proposed Lot #2B shall be located on two pad sites as generally depicted on Sheet 4 of the Final Plan; there shall be a minimum of 15,000 square feet of first floor gross floor area of commercial development on Lot #2B.
8. A pedestrian crosswalk and related facilities shall be installed across Station Boulevard at the intersection of Road A and Station Boulevard as generally depicted on a plan titled "Exhibit A – Station Boulevard Crossing at the Parcel 5C Driveway" prepared by Traffic Planning and Design, Inc. dated October 17, 2017, which plan is attached hereto.
9. Proposed Lot #2A shall be developed with a maximum of 55 dwelling units.
10. The Applicant shall grant to the Township an indefinite extension of time for a decision on the 2018 Commercial Plan application. Contemporaneously within the recordation of the Final Plan, the Applicant shall withdraw the 2018 Commercial Plan application.
11. To the extent that the Final Plan or any of the conditions imposed by this Decision and Order are inconsistent with or contrary to the Tentative Approval as applicable to Parcel 5C, the conditions of approval set forth herein shall control.

The Board grants the following modifications from the Subdivision and Land Development Ordinance ("SLDO") and waiver from the Stormwater Management Ordinance ("SWMO"):

- A. A modification from the requirement of SLDO Section 162-31.B (requirement for a minimum centerline radius of 150 feet on a local road) to permit a centerline radius for Road B at Stations 8+10 and 10+20 less than 150 feet as depicted on the Final Plan.
- B. A modification from the requirement of SLDO Section 162-41.A (requirement for sidewalks on both sides of streets) to permit sidewalks on one side of the proposed streets as depicted on the Final Plan.
- C. A modification from the requirement of SLDO Section 162-57.C.(7)(f)[3] (requirement for 15-foot wide landscaped islands at the end of a parking bay that abuts or opens onto any street) to provide landscaped islands as depicted on the Final Plan.

- D. A waiver of SWMO Section 152-311.H.(3) to utilize a natural spillway lining for emergency spillways instead of concrete monoslab pavers.

ADOPTED at a duly-advertised public meeting of the Board this 14th day of October 2019.

**BOARD OF SUPERVISORS
UPPER UWCHLAN TOWNSHIP**

Guy A. Donatelli, Chair

Sandra M. D'Amico, Vice-Chair

Jamie W. Goncharoff, Supervisor

Gwen Jonik, Township Secretary

CERTIFICATION OF MAILING

I certify that an executed, true and correct copy of the foregoing Decision and Order of the Upper Uwchlan Township Board of Supervisors on the Application of Byers Retail Acquisition Limited Partnership for Final Planned Residential Development Approval for Parcel 5C – Lot 2 of the Byers Station Planned Residential Development was mailed by USPS First Class mail, postage prepaid, to Alyson M. Zarro, Esquire, Riley Riper Hollin & Cologreco, P.O. Box 1265, 717 Constitution Drive, Suite 201, Exton, PA 19341, Applicant's legal counsel, on _____, 2019, which is the Date of Decision.

Gwen Jonik, Township Secretary



September 5, 2019

File No. 03-0434T6

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

Reference: Parcel 5C (Byers Station) – Lot 2A & 2B
Amended Final PRD Plans – Second Review
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Gilmore & Associates, Inc. (G&A) is in receipt of the following documents from Bohler Engineering, unless otherwise noted:

- Response letter dated August 16, 2019.
- Waiver Request Letter dated March 25, 2019, last revised August 16, 2019.
- Plan set consisting of forty-two (42) sheets titled “Byers Station Amended Final PRD Plans – Final Plan for Lot 2A & 2B of Parcel 5C” dated March 25, 2019, last revised August 16, 2019.
- Report titled “General Project Description and Stormwater Management Calculations” dated March 25, 2019, last revised August 16, 2019.

G&A, as well as the other Township Consultants, have completed our first review of the above referenced Amended Final Plans for compliance with the Conditions of Tentative Approval Byers Station PRD, Township Zoning Ordinance, Subdivision and Land Development Ordinance, as well as the Stormwater Management Ordinance, and wish to submit the following comments for consideration.

Please note that comments with a **(RW)** denotes a requested waiver. Comments in *italics* are from our previous review letter, and comments in **bold text** require resolution by the applicant. Previous comments which have been satisfactorily addressed are not repeated herein.

I. OVERVIEW

The subject parcel is located at the northeastern corner of the intersection of Station Boulevard and Pottstown Pike. The tract is approximately 29.8 acres in size and is located in the R-4

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

Residential District and C-1 Village District, being developed under the Planned Residential Development Option as set forth in the Byers Station conditions of tentative approval. The parcel was subdivided into two lots. Lot #1 consisting of 16.353 acres in residential property is currently being constructed. At this time, the Applicant, Byers Retail Acquisition, L.P., is proposing to improve Lot #2 consisting of 13.439 acres into 9.468 acres of residential property and 3.971 acres of commercial property, with proposed access driveway to Station Boulevard. The residential property (Lot #2A) will consist of fifty-five (55) townhomes. The commercial property (Lot #2B) will entail a 1.5-story retail building, a 2-story building with an eating establishment, retail, and office space, and parking improvements. Stormwater management will be handled via two (2) bioretention basins along the eastern ends of the property.

II. CONDITIONS OF TENTATIVE APPROVAL BYERS STATION PRD

The plans appear to be compliant with the conditions.

III. ZONING ORDINANCE REVIEW

No comments at this time.

IV. SUBDIVISION AND LAND DEVELOPMENT REVIEW

1. (RW) §162-31.B. – The Applicant is requesting a waiver from the requirement to provide a centerline radius for a local road to be a minimum of 150 feet. We have no objection to the granting of this waiver.
2. (RW) §162-41.A. – The Applicant is requesting a waiver from the requirement to provide sidewalks on both sides of the road. We have no objection to the granting of this waiver.
3. (RW) §162-57.C.(7)(f)[3] – *Landscaped islands shall be at least 15 feet in width when provided at the end of each parking bay where such parking bay abuts or opens onto any street or accessway. The Applicant is requesting a waiver from this requirement. We have no objection to the granting of this waiver.*

V. STORMWATER MANAGEMENT ORDINANCE REVIEW

1. (RW) §152-311.H.(3) – *Emergency spillways shall be paved with concrete monoslab pavers which shall run off the sides and down each side of the berm. The Applicant is requesting a waiver to utilize a natural spillway lining instead of paved with concrete monoslab pavers. We have no objection to the granting of this waiver.*

VI. GENERAL COMMENTS

1. *The plan should be reviewed by the Township Fire Marshal for access and acceptability.*

The Applicant indicates the plans have been sent to the Township Fire Marshal for his review. The Applicant will address any comments from the Township Fire Marshal upon request.

2. *The Applicant should determine what, if any, modifications to the existing NPDES Permit will be required. We request the Applicant copy our office on all correspondence.*

The Applicant indicates they are coordinating with the Chester County Conservation District (CCCD) on the Minor Amendment to the existing NPDES Permit. The Applicant indicates the Township Engineer will be copied on all correspondence with CCCD moving forward.

VII. TOWNSHIP TRAFFIC CONSULTANT COMMENTS McMAHON ASSOCIATES, INC.

Based on our review, we offer the following information for the Township's consideration:

1. SALDO Section 162-31.B – The applicant requests a waiver to allow 34-foot centerline curve radii at two locations along Road B (at approximately Sta 8+10 and Sta 10+20). The applicant's engineer has provided design justification based on curve design requirements from the American Association of State Highway and Transportation Officials (AASHTO), which indicates the proposed curve radii are designed to a 10 miles per hour speed, and curve warning signs are provided in the vicinity of both curves which provide a 10 miles per hour advisory speed. Furthermore, the applicant's engineer provided truck templates which show effective movement of delivery and emergency vehicles through these curves, with the restriction of on-street parking in the vicinity of these curves, as is proposed. Also, we note that Road B is a low volume residential roadway, and the reduced radii curves will serve as traffic calming/speed reduction features. Furthermore, we note the landscape plan does not show any plantings that will limit sight distance along these curves across the properties adjacent to Lots 42 and 43; however, we recommend this should be enforced to ensure there are no obstructions placed on these properties that will limit sight distance in the future. With these considerations and based on the justification provided by the applicant, we could support a waiver to allow the reduced centerline curve radii in this case.

2. SALDO Section 162-41.A – The applicant has requested a waiver to provide sidewalks on only one side of Road B. We could support a waiver to allow sidewalk on one side of Road B, as this is consistent with the design of the residential streets within Lot 1.
3. ZO Section 200-73.J – The plans indicate eight drive-through stacking spaces are provided for the drive-through lane for the eating establishment on Lot 2B. We understand the original PRD approval for the site does not specifically provide requirements for drive-through stacking spaces; however, we note that the Township's Zoning Ordinance requires 10 stacking spaces per window for drive-through/fast food eating establishments, and five stacking spaces per window for other businesses which provide drive-through services. Also, based on data from the Institute of Transportation Engineers, the near maximum observed queues for drive-throughs for restaurants can range from seven to nine vehicles, and based on our own experience with drive-throughs for coffee/doughnut stores, the maximum drive-through queuing can range from six vehicles to 10 vehicles. As such, it appears that the proposed eight stacking spaces is within the range of appropriate available data, and without knowing the specific proposed restaurant land use, our office is comfortable with the stacking area that is provided, even though it does not technically meet the Township's Zoning Ordinance requirements. Our office will defer to the Township Solicitor as to whether the plan should conform to the Zoning Ordinance requirements for the drive-through stacking, since the previous PRD approval does not specify drive-through stacking spaces.
4. Typically, the Township only allows on-street parking on one side of residential streets when the roads are 28 feet wide. However, the applicant proposes staggered parking on both sides of Road B; however, as proposed, the staggered parking will not occur on both sides of street at the same location. We can support this concept; however, although not intended, the proposed parking signing of Road B could allow parked vehicles on both sides of Road B in the same location in vicinity of Lots 38/39 and Lots 28/29, as well as in several other locations. If the current on-street parking configuration is to remain, enhanced signing/stripping should be provided to avoid cars parking on both sides of Road B in the same locations. Alternatively, we recommend that parking could be limited to the north side of Road B between approximately Sta 4+50 and 8+00, the west side of Road B between approximately Sta 8+00 and 10+50 (as currently proposed), and the south side of Road B between approximately Sta 10+50 and 13+50.
5. Please revise the sign L (No Parking Beyond this Point) at approximately Sta 8+00 and Sta 9+40 to a sign M (No Parking). In addition, the plans should be revised to include sign M (No Parking) on the north side of Road B at approximately Sta 13+55. Additional signage changes should also be considered in light of comment four.

6. Access to Pottstown Pike (S.R. 0100) requires a Highway Occupancy Permit (HOP) from PennDOT. The applicant should copy the Township on all HOP submissions.
7. At the time of the approval for the residential plan (Lot 1), there were two options under consideration for the pedestrian crossing at the driveway intersection with Station Boulevard. The applicant's engineer indicates the two crossing options are still under consideration, and it is currently proposed to build the crossing during the retail Phase 2B. The applicant should coordinate with and seek approval from the Township regarding the schedule to construct this pedestrian crossing, since several plan notes and the prior plan approval for the residential phase (Lot 1) required construction of the pedestrian crossing at the same time as the Station Boulevard driveway intersection. In addition, please remove the depressed curb and detectable warning surface on the southwest corner of the intersection of Station Boulevard and Road A, and the sidewalk/trail connection should be continuous without intersecting with the northwest corner curb radius.

VIII. TOWNSHIP PLANNING CONSULTANT COMMENTS **BRANDYWINE CONSERVANCY**

We received an Amended Final PRD Plan for Lot 2A & 2B of Parcel 5C prepared for Byers Retail Acquisition, L.P. by Bohler Engineering, revised per new layout dated August 6, 2019. Our comments have been satisfactorily addressed and we have no further comments at this time.

IX. TOWNSHIP SEWER CONSULTANT COMMENTS **ARRO CONSULTING, INC.**

ARRO offers the following comments for your consideration based on current engineering practices in accordance with the Upper Uwchlan Township Municipal Authority Ordinances:

Sanitary Sewer:

1. The total proposed sanitary sewer capacity is 12,872 Gallons per Day (GPD) and will need to be purchased. Also, we recommend that the Township reserve the right to evaluate water usage after the respective establishments are opened and require the purchase of additional capacity, for the commercial portion if warranted.
2. The planning module's capacity approved by Pennsylvania Department of Environmental Protection (Pa DEP) is 9,025 GPD. The applicant has initiated revising the Sewage Facilities Planning Modules (SFPM) which will require approval by PaDEP. Any planning approvals should be conditioned on receiving the PaDEP approval letter.

Mr. Cary Vargo, Upper Uwchlan Township Manager
Reference: Parcel 5C (Byers Station) – Lot 2A & 2B
Amended Final PRD Plans – Second Review
Upper Uwchlan Township, Chester County, PA
File No.: 03-0434T6
September 5, 2019

Page – 6 –

16

3. Portions of the sanitary sewer along 'Proposed Road A' have already been constructed, and not dedicated, for adjacent for Lot 1. Those portions have been identified as such but the plans should reflect as constructed conditions.

X. TOWNSHIP LIGHTING CONSULTANT COMMENTS
STUBBE CONSULTING LLC

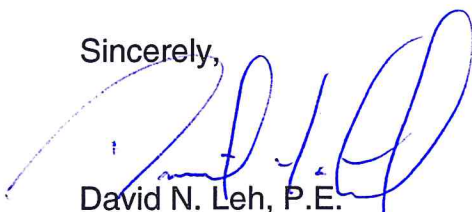
Lighting information, on Sheet 24, Lighting Plan, and Sheet 25, Lighting Details and Notes, proposes the use of full cutoff 3000K LED area luminaires pole mounted at 20' AFG, and reuse of existing 100-watt metal halide street lighting luminaires, post-top mounted at 15' AFG. Added on Rev. 2, above the loading dock on the proposed 2-story structure, were 3 fully shielded wallpacks, mounted at 11' AFF. Lighting on/off control is specified to be accomplished using an astronomic dial time clock with battery memory backup, to extinguish non-security lighting by 11 p.m. or 1 hour after close of businesses nightly. 24-hour businesses are to have dusk-to-dawn site lighting.

With the addition of the 3 wallpacks in Rev. 2, the required catalog cut of specified luminaire was absent. **It is recommended Applicant be requested to place a catalog cut of the specified wallpack on Sheet 25, Lighting Details and Notes.**

In all other respects the proposed exterior lighting is judged to comply with Township Lighting Ordinance requirements.

This concludes our second review of the above referenced Amended Final Plans. 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 Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Sheila A. Fleming, ASLA, Brandywine Conservancy (via email only)
Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)
David Schlott, P.E., ARRO Consulting, Inc. (via email only)
C. Stanley Stubbe, Stubbe Consulting, LLC (via email only)
William R. Rearden, P.E., Bohler Engineering (via email only)

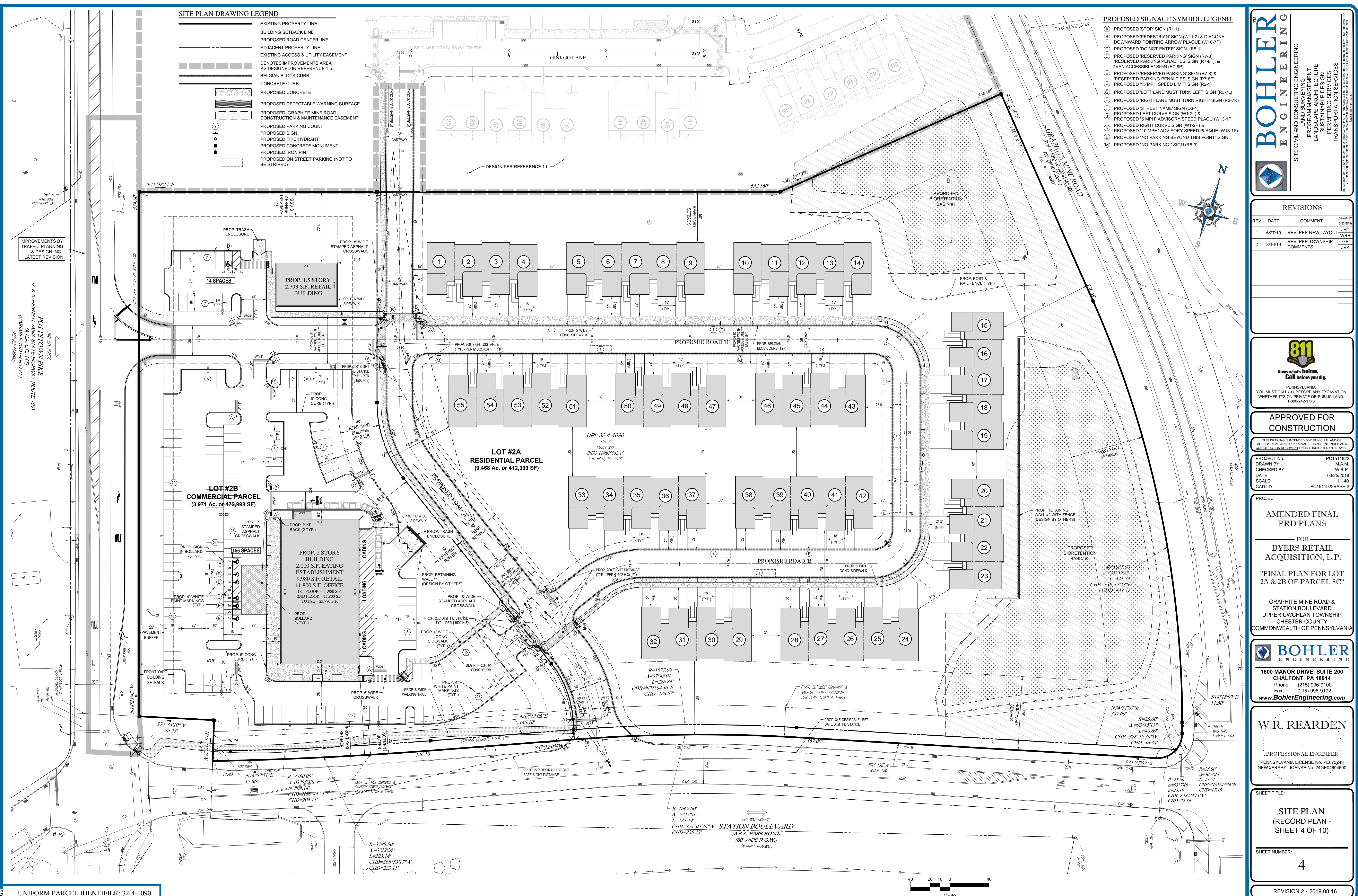
Mr. Cary Vargo, Upper Uwchlan Township Manager
Reference: Parcel 5C (Byers Station) – Lot 2A & 2B
Amended Final PRD Plans – Second Review
Upper Uwchlan Township, Chester County, PA
File No.: 03-0434T6
September 5, 2019

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George Bongart, P.E., Bohler Engineering (via email only)
Robert Dwyer, Land Trust Properties, Inc., Applicant (via email only)
Alyson Zarro, Esq. – RRHC (via email only)

04



SITE PLAN DRAWING LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE
- PROPOSED ROAD CENTERLINE
- ADJACENT PROPERTY LINE
- EXISTING ACCESS & UTILITY EASEMENT
- DENOTES IMPROVEMENTS AREA AS DESIGNED IN REFERENCE 1.b
- BELGIAN BLOCK CURB
- CONCRETE CURB
- PROPOSED CONCRETE
- PROPOSED DETECTABLE WARNING SURFACE
- PROPOSED GRAPHITE MINE ROAD CONSTRUCTION & MAINTENANCE EASEMENT
- PROPOSED PARKING COUNT
- PROPOSED SIGN
- PROPOSED FIRE HYDRANT
- PROPOSED CONCRETE MONUMENT
- PROPOSED IRON PIN
- PROPOSED ON STREET PARKING (NOT TO BE STRIPED)

PROPOSED SIGNAGE SYMBOL LEGEND

- (A) PROPOSED STOP SIGN (R1-1)
- (B) PROPOSED PEDESTRIAN SIGN (W11-2) & DIAGONAL DOWNWARD POINTING ARROW PLAQUE (W16-7P)
- (C) PROPOSED DO NOT ENTER SIGN (R5-1)
- (D) PROPOSED RESERVED PARKING SIGN (R7-8)
- (E) PROPOSED RESERVED PARKING SIGN (R7-8P) & RESERVED PARKING PENALTIES SIGN (R7-8P)
- (F) PROPOSED 15 MPH SPEED LIMIT SIGN (R2-1)
- (G) PROPOSED LEFT LANE MUST TURN LEFT SIGN (R3-7L)
- (H) PROPOSED RIGHT LANE MUST TURN RIGHT SIGN (R3-7R)
- (I) PROPOSED STREET NAME SIGN (D3-1)
- (J) PROPOSED LEFT CURVE SIGN (W1-2L) & PROPOSED 5 MPH ADVISORY SPEED PLAQUE (W13-1P)
- (K) PROPOSED RIGHT CURVE SIGN (W1-2R) & PROPOSED 10 MPH ADVISORY SPEED PLAQUE (W13-1P)
- (L) PROPOSED "NO PARKING BEYOND THIS POINT" SIGN
- (M) PROPOSED "NO PARKING" SIGN (R8-3)

BOHLER ENGINEERING
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

| REVISIONS | | | |
|-----------|---------|----------------------------|-------------|
| REV | DATE | COMMENT | DESIGNED BY |
| 1 | 6/27/19 | REV. PER NEW LAYOUT | JHT |
| 2 | 8/16/19 | REV. PER TOWNSHIP COMMENTS | GB |

811
Know what's below.
Call before you dig.
PENNSYLVANIA
YOU MUST CALL 811 BEFORE ANY EXCAVATION
WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
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APPROVED FOR CONSTRUCTION

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: PC1511922
DRAWN BY: M.A.M.
CHECKED BY: W.R.R.
DATE: 03/25/2019
SCALE: 1"=40'
CAD I.D.: PC1511922BASE-2

PROJECT:
AMENDED FINAL PRD PLANS
FOR
BYERS RETAIL ACQUISITION, L.P.
"FINAL PLAN FOR LOT 2A & 2B OF PARCEL 5C"
GRAPHITE MINE ROAD & STATION BOULEVARD
UPPER MERIDIAN TOWNSHIP
CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BOHLER ENGINEERING
1600 MANOR DRIVE, SUITE 200
CHALFONT, PA 18914
Phone: (215) 996-9100
Fax: (215) 996-9102
www.BohlerEngineering.com

W.R. REARDEN
PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. PE073843
NEW JERSEY LICENSE NO. 24GE04694500

SHEET TITLE:
SITE PLAN (RECORD PLAN - SHEET 4 OF 10)
SHEET NUMBER:
4
REVISION 2 - 2019.08.16



October 4, 2019

File No. 15-11040T

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

Reference: Townes at Chester Springs
Performance Bond Reduction Request No. 2

Dear Cary:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s September 19, 2019 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$233,681.67**. Following this release, there will be \$214,968.02 remaining in escrow.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. N. Leh', is written over a horizontal line.

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

cc: Board of Supervisors
Danine McCarthy – TBI (via e-mail only)
Gary Chase – TBI (via e-mail only)

ESCROW STATUS REPORT

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

PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs)

PROJECT NUMBER: 15-11040T

PROJECT SPONSOR: Toll PA XV, LP
MUNICIPALITY: Upper Uwchlan Township

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 941,603.95
TOWNSHIP SECURITY = \$ 94,160.40
CONSTRUCTION INSPECTION \$ 90,450.40
GRAND TOTAL ESCROWED = \$ 1,126,214.74

RELEASE NO.: 2
REQUEST DATE: September 19, 2019

TOTAL ESCROW REMAINING: \$ 214,968.02
CONSTRUCTION COMPLETION:

| ESCROW TABULATION | | | | | CURRENT ESCROW RELEASE | | ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST) | | ESCROW REMAINING (AFTER CURRENT REQUEST) | | PERCENT COMPLETE |
|--------------------------------|----|-------|---------------|---------------|------------------------|---------------|--|---------------|--|--------------|------------------|
| CONSTRUCTION ITEMS | | | | | QUANTITY | TOTAL AMOUNT | QUANTITY | TOTAL AMOUNT | QUANTITY | TOTAL AMOUNT | PERCENT |
| INFILTRATION BASIN #3 | | | | | | | | | | | |
| 1. Orange Construction Fence | LF | 450 | \$ 2.00 | \$ 900.00 | | \$ - | 450 | \$ 900.00 | | \$ - | 100% |
| 2. Infiltration Bed Install | LS | 1 | \$ 175,000.00 | \$ 175,000.00 | | \$ - | 1 | \$ 175,000.00 | | \$ - | 100% |
| SUBTOTAL ITEM E | | | | \$ 285,360.00 | | \$ - | | \$ 285,360.00 | | \$ - | 100% |
| F. PAVING & CURBING | | | | | | | | | | | |
| 1. Fine Grade | SY | 2,985 | \$ 1.17 | \$ 3,492.45 | 2,985 | \$ 3,492.45 | 2,985 | \$ 3,492.45 | | \$ - | 100% |
| 2. 5" 2A Modified Aggregate | SY | 2,985 | \$ 5.75 | \$ 17,163.75 | 2,985 | \$ 17,163.75 | 2,985 | \$ 17,163.75 | | \$ - | 100% |
| 3. 3" 19 mm Binder Course | SY | 2,985 | \$ 11.45 | \$ 34,178.25 | 2,985 | \$ 34,178.25 | 2,985 | \$ 34,178.25 | | \$ - | 100% |
| 4. Clean & Tack | SY | 2,985 | \$ 0.50 | \$ 1,492.50 | | \$ - | | \$ - | 2,985 | \$ 1,492.50 | |
| 5. 1.5" 9.5 mm Wearing Course | SY | 2,985 | \$ 6.60 | \$ 19,701.00 | | \$ - | | \$ - | 2,985 | \$ 19,701.00 | |
| 6. Belgian Block | LF | 1,880 | \$ 16.40 | \$ 30,832.00 | 1,880 | \$ 30,832.00 | 1,880 | \$ 30,832.00 | | \$ - | 100% |
| 7. Walking Trail | SY | 380 | \$ 40.00 | \$ 15,200.00 | | \$ - | | \$ - | 380 | \$ 15,200.00 | |
| 8. Concrete Sidewalk | SF | 8,500 | \$ 4.00 | \$ 34,000.00 | 6,375 | \$ 25,500.00 | 6,375 | \$ 25,500.00 | 2,125 | \$ 8,500.00 | 75% |
| 9. Concrete Crosswalks | SF | 685 | \$ 20.00 | \$ 13,700.00 | | \$ - | | \$ - | 685 | \$ 13,700.00 | |
| 10. Concrete Curb | LF | 230 | \$ 25.00 | \$ 5,750.00 | 230 | \$ 5,750.00 | 230 | \$ 5,750.00 | | \$ - | 100% |
| SUBTOTAL ITEM F | | | | \$ 175,509.95 | | \$ 116,916.45 | | \$ 116,916.45 | | \$ 58,593.50 | 67% |
| G. SURVEYING | | | | | | | | | | | |
| 1. Construction Staking | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | 0.33 | \$ 6,600.00 | 0.66 | \$ 13,200.00 | 0 | \$ 6,800.00 | 66% |
| 2. Monumentation | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | | \$ - | | \$ - | 1 | \$ 5,000.00 | |
| 3. As-Builts | LS | 1 | \$ 7,500.00 | \$ 7,500.00 | | \$ - | | \$ - | 1 | \$ 7,500.00 | |
| SUBTOTAL ITEM G | | | | \$ 32,500.00 | | \$ 6,600.00 | | \$ 13,200.00 | | \$ 19,300.00 | 41% |
| H. LANDSCAPING | | | | | | | | | | | |
| 1. Shade Trees - 2.5-3" Cal. | EA | 44 | \$ 325.00 | \$ 14,300.00 | 7 | \$ 2,275.00 | 7 | \$ 2,275.00 | 37 | \$ 12,025.00 | 16% |
| 2. Evergreen Trees - 7-8' HT | EA | 19 | \$ 200.00 | \$ 3,800.00 | | \$ - | | \$ - | 19 | \$ 3,800.00 | |
| 3. Evergreen Trees - 8-10' HT | EA | 41 | \$ 230.00 | \$ 9,430.00 | 5 | \$ 1,150.00 | 5 | \$ 1,150.00 | 36 | \$ 8,280.00 | 12% |
| 4. Shrubs - 30-36" HT | EA | 186 | \$ 45.00 | \$ 8,370.00 | 24 | \$ 1,080.00 | 24 | \$ 1,080.00 | 162 | \$ 7,290.00 | 13% |
| 5. Benches | EA | 4 | \$ 300.00 | \$ 1,200.00 | | \$ - | | \$ - | 4 | \$ 1,200.00 | |
| SUBTOTAL ITEM H | | | | \$ 37,100.00 | | \$ 4,505.00 | | \$ 4,505.00 | | \$ 32,595.00 | 12% |
| I. MISCELLANEOUS | | | | | | | | | | | |
| 1. Retaining Wall | SF | 1,693 | \$ 23.00 | \$ 38,939.00 | | \$ - | 1,693 | \$ 38,939.00 | | \$ - | 100% |
| 2. Fence on Wall | LF | 270 | \$ 12.00 | \$ 3,240.00 | | \$ - | 270 | \$ 3,240.00 | | \$ - | 100% |
| 3. Village Street Lights | EA | 9 | \$ 3,500.00 | \$ 31,500.00 | 3 | \$ 10,500.00 | 3 | \$ 10,500.00 | 6 | \$ 21,000.00 | 33% |
| 4. Park Road Street Lights | EA | 5 | \$ 3,500.00 | \$ 17,500.00 | 3 | \$ 10,500.00 | 3 | \$ 10,500.00 | 2 | \$ 7,000.00 | 60% |
| 5. ADA Ramp w/ Truncated Domes | EA | 4 | \$ 1,000.00 | \$ 4,000.00 | 4 | \$ 4,000.00 | 4 | \$ 4,000.00 | | \$ - | 100% |
| 6. Signs | EA | 14 | \$ 200.00 | \$ 2,800.00 | 13 | \$ 2,600.00 | 13 | \$ 2,600.00 | 1 | \$ 200.00 | 93% |
| 7. Pavement Markings | LS | 1 | \$ 1,500.00 | \$ 1,500.00 | | \$ - | | \$ - | 1 | \$ 1,500.00 | |
| SUBTOTAL ITEM I | | | | \$ 99,479.00 | | \$ 27,600.00 | | \$ 69,779.00 | | \$ 29,700.00 | 70% |

| ESCROW STATUS REPORT | | | | | | | | | | GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426 | |
|--|-------|----------|------------|--------------|---|---------------|--|---------------|--|---|------------------|
| PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs) | | | | | SUMMARY OF ESCROW ACCOUNT | | | | | | |
| PROJECT NUMBER: 15-11040T | | | | | TOTAL CONSTRUCTION (100%) = \$ 941,603.95 | | | | | | |
| PROJECT SPONSOR: Toll PA XV, LP | | | | | TOWNSHIP SECURITY = \$ 94,160.40 | | | | | | |
| MUNICIPALITY: Upper Uwchlan Township | | | | | CONSTRUCTION INSPECTION \$ 90,450.40 | | | | | | |
| | | | | | GRAND TOTAL ESCROWED = \$ 1,126,214.74 | | | | | | |
| | | | | | RELEASE NO.: 2 | | | | | | |
| | | | | | REQUEST DATE: September 19, 2019 | | | | | | |
| | | | | | | | | | | TOTAL ESCROW REMAINING: \$ 214,968.02 | |
| | | | | | | | | | | CONSTRUCTION COMPLETION: | |
| 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 |
| TOTAL IMPROVEMENTS - ITEMS A-M | | | | | | | | | | | |
| | | | | | | \$ 203,201.45 | | \$ 792,388.45 | | \$ 149,215.50 | 84% |
| H. TOWNSHIP SECURITY | | | | | | \$ 10,160.07 | | \$ 39,619.42 | | \$ 54,540.98 | 42% |
| I. CONSTRUCTION INSPECTION | | | | | | \$ 20,320.15 | | \$ 79,238.85 | | \$ 11,211.55 | 88% |
| NET CONSTRUCTION RELEASE | | | | | | \$ 233,681.67 | | \$ 911,246.72 | | \$ 214,968.02 | 81% |
| SURETY AMOUNT | | | | | | \$ 233,681.67 | | \$ 911,246.72 | | \$ 214,968.02 | 81% |



October 4, 2019

File No. 03-0434T2

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

Reference: Village at Byers Station
Performance Bond Reduction Request No. 2

Dear Cary:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s September 19, 2019 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$264,605.00**. Following this release, there will be \$352,341.29 remaining in escrow.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. N. Leh'.

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

cc: Board of Supervisors (via e-mail only)
Danine McCarthy – TBI (via e-mail only)
Gary Chase – TBI (via e-mail only)

ESCROW STATUS REPORT

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

102

| | | | | | | | |
|-------------------|--|----------------------------------|----|--------------------|---|----|--------------|
| PROJECT NAME: | THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL | SUMMARY OF ESCROW ACCOUNT | | | AMOUNT OF CURRENT CONST. RELEASE: | \$ | 155,100.00 |
| PROJECT NUMBER: | | TOTAL CONSTRUCTION (100%) = | \$ | 1,723,090.27 | AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): | \$ | 22,645.00 |
| PROJECT SPONSOR: | BYERS COMMERCIAL, L.P. | TOWNSHIP SECURITY (10%) = | \$ | 172,309.03 | AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): | \$ | 15,510.00 |
| MUNICIPALITY: | UPPER UWCHLAN TOWNSHIP | CONSTRUCTION INSPECTION | \$ | 158,548.53 | AMOUNT OF CURRENT TOTAL RELEASE: | \$ | 193,255.00 |
| ESCROW AGENT: | | GRAND TOTAL ESCROWED = | \$ | 2,053,947.82 | TOTAL OF CONST. RELEASES TO DATE: | \$ | 1,701,606.53 |
| TYPE OF SECURITY: | | RELEASE NO.: | | 2 | CONSTRUCTION ESCROW REMAINING: | \$ | 299,139.00 |
| AGREEMENT DATE: | | REQUEST DATE: | | September 19, 2019 | TOWNSHIP SECURITY REMAINING: | \$ | 29,913.90 |
| | | | | | CONSTRUCTION INSPECTION REMAINING: | \$ | 23,288.40 |
| | | | | | TOTAL ESCROW REMAINING: | \$ | 352,341.29 |
| | | | | | | | 83% |

| 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 |
| SEDIMENT TRAP #3 | | | | | | | | | | | |
| 1. EARTHWORK | LS | 1 | \$9,000.00 | \$ 9,000.00 | | \$ - | 1 | \$ 9,000.00 | 0 | \$ - | 100% |
| 2. EROSION CONTROL MATTING - SLOPES | SF | 9,400 | \$0.25 | \$ 2,350.00 | | \$ - | 9,400 | \$ 2,350.00 | 0 | \$ - | 100% |
| 3. EMERGENCY SPILLWAY MATTING | SF | 738 | \$0.50 | \$ 369.00 | | \$ - | 738 | \$ 369.00 | 0 | \$ - | 100% |
| 4. OUTLET STRUCTURE | EA | 1 | \$3,500.00 | \$ 3,500.00 | | \$ - | 1 | \$ 3,500.00 | 0 | \$ - | 100% |
| 5. 18" HDPE | LF | 48 | \$32.00 | \$ 1,536.00 | | \$ - | 48 | \$ 1,536.00 | 0 | \$ - | 100% |
| 6. FLARED END SECTION | EA | 1 | \$500.00 | \$ 500.00 | | \$ - | 1 | \$ 500.00 | 0 | \$ - | 100% |
| 7. RIP-RAP APRON | EA | 1 | \$500.00 | \$ 500.00 | | \$ - | 1 | \$ 500.00 | 0 | \$ - | 100% |
| SEDIMENT TRAP #4 | | | | | | | | | | | |
| 1. EARTHWORK | LS | 1 | \$14,000.00 | \$ 14,000.00 | | \$ - | 1 | \$ 14,000.00 | 0 | \$ - | 100% |
| 2. EROSION CONTROL MATTING - SLOPES | SF | 10,300 | \$0.25 | \$ 2,575.00 | | \$ - | 10,300 | \$ 2,575.00 | 0 | \$ - | 100% |
| 3. EMERGENCY SPILLWAY MATTING | SF | 721 | \$0.50 | \$ 360.50 | | \$ - | 721 | \$ 360.50 | 0 | \$ - | 100% |
| 4. OUTLET STRUCTURE | EA | 1 | \$3,500.00 | \$ 3,500.00 | | \$ - | 1 | \$ 3,500.00 | 0 | \$ - | 100% |
| 5. 18" HDPE | LF | 47 | \$32.00 | \$ 1,504.00 | | \$ - | 47 | \$ 1,504.00 | 0 | \$ - | 100% |
| SEDIMENT TRAP #5 | | | | | | | | | | | |
| 1. EARTHWORK | LS | 1 | \$7,500.00 | \$ 7,500.00 | | \$ - | 1 | \$ 7,500.00 | 0 | \$ - | 100% |
| 2. EROSION CONTROL MATTING - SLOPES | SF | 8,300 | \$0.25 | \$ 2,075.00 | | \$ - | 8,300 | \$ 2,075.00 | 0 | \$ - | 100% |
| 3. EMERGENCY SPILLWAY MATTING | SF | 425 | \$0.50 | \$ 212.50 | | \$ - | 425 | \$ 212.50 | 0 | \$ - | 100% |
| 4. OUTLET STRUCTURE | EA | 1 | \$3,500.00 | \$ 3,500.00 | | \$ - | 1 | \$ 3,500.00 | 0 | \$ - | 100% |
| 5. 18" HDPE | LF | 36 | \$32.00 | \$ 1,152.00 | | \$ - | 36 | \$ 1,152.00 | 0 | \$ - | 100% |
| 6. SSF BAFFLE | LF | 88 | \$17.00 | \$ 1,496.00 | | \$ - | 88 | \$ 1,496.00 | 0 | \$ - | 100% |
| SEDIMENT TRAP #6 | | | | | | | | | | | |
| 1. EARTHWORK | LS | 1 | \$3,000.00 | \$ 3,000.00 | | \$ - | 1 | \$ 3,000.00 | 0 | \$ - | 100% |
| 2. EROSION CONTROL MATTING - SLOPES | SF | 9,400 | \$0.25 | \$ 2,350.00 | | \$ - | 9,400 | \$ 2,350.00 | 0 | \$ - | 100% |
| 3. EMERGENCY SPILLWAY MATTING | SF | 1,024 | \$0.50 | \$ 512.00 | | \$ - | 1,024 | \$ 512.00 | 0 | \$ - | 100% |
| 4. OUTLET STRUCTURE | EA | 1 | \$3,500.00 | \$ 3,500.00 | | \$ - | 1 | \$ 3,500.00 | 0 | \$ - | 100% |
| 5. 18" HDPE | LF | 40 | \$32.00 | \$ 1,280.00 | | \$ - | 40 | \$ 1,280.00 | 0 | \$ - | 100% |
| 6. SSF BAFFLE | LF | 76 | \$17.00 | \$ 1,292.00 | | \$ - | 76 | \$ 1,292.00 | 0 | \$ - | 100% |
| 7. TIE INTO EXISTING INLET | LS | 1 | \$650.00 | \$ 650.00 | | \$ - | 1 | \$ 650.00 | 0 | \$ - | 100% |
| SUBTOTAL ITEM C | | | | \$ 143,365.50 | | \$ - | | \$ 143,365.50 | | \$ - | 100% |
| D. EARTHWORK | | | | | | | | | | | |
| 1. STRIP TOPSOIL | CY | 8,000 | \$ 2.50 | \$ 20,000.00 | | \$ - | 8,000 | \$ 20,000.00 | 0 | \$ - | 100% |
| 2. CUT/FILL | CY | 32,000 | \$ 2.50 | \$ 80,000.00 | | \$ - | 32,000 | \$ 80,000.00 | 0 | \$ - | 100% |
| 3. RETURN TOPSOIL | CY | 4,500 | \$ 3.40 | \$ 15,300.00 | | \$ - | 4,500 | \$ 15,300.00 | 0 | \$ - | 100% |
| SUBTOTAL ITEM D | | | | \$ 115,300.00 | | \$ - | | \$ 115,300.00 | | \$ - | 100% |

ESCROW STATUS REPORT

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

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

PROJECT NUMBER:

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

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

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

GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 2
REQUEST DATE: September 19, 2019

AMOUNT OF CURRENT CONST. RELEASE: \$ 155,100.00
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 22,645.00
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 15,510.00
AMOUNT OF CURRENT TOTAL RELEASE: \$ 193,255.00

TOTAL OF CONST. RELEASES TO DATE: \$ 1,701,606.53
CONSTRUCTION ESCROW REMAINING: \$ 299,139.00

TOWNSHIP SECURITY REMAINING: \$ 29,913.90
CONSTRUCTION INSPECTION REMAINING: \$ 23,288.40

TOTAL ESCROW REMAINING: \$ 352,341.29
83%

| 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 |
| E. STORM SEWER | | | | | | | | | | | |
| 1. 15" HDPE | LF | 1442 | \$31.00 | \$ 44,702.00 | | \$ - | 1442 | \$ 44,702.00 | 0 | \$ - | 100% |
| 2. 18" HDPE | LF | 638 | \$33.00 | \$ 21,054.00 | | \$ - | 638 | \$ 21,054.00 | 0 | \$ - | 100% |
| 3. 24" HDPE | LF | 934 | \$40.00 | \$ 37,360.00 | | \$ - | 934 | \$ 37,360.00 | 0 | \$ - | 100% |
| 4. 30" HDPE | LF | 83 | \$55.00 | \$ 4,565.00 | | \$ - | 83 | \$ 4,565.00 | 0 | \$ - | 100% |
| 5. 18" RCP | LF | 254 | \$40.00 | \$ 10,160.00 | | \$ - | 254 | \$ 10,160.00 | 0 | \$ - | 100% |
| 6. STD TYPE C INLET | EA | 30 | \$2,200.00 | \$ 66,000.00 | | \$ - | 30 | \$ 66,000.00 | 0 | \$ - | 100% |
| 7. MODIFIED TYPE C INLET | EA | 13 | \$3,000.00 | \$ 39,000.00 | | \$ - | 13 | \$ 39,000.00 | 0 | \$ - | 100% |
| 8. STD TYPE M INLET | EA | 5 | \$2,200.00 | \$ 11,000.00 | | \$ - | 5 | \$ 11,000.00 | 0 | \$ - | 100% |
| 9. MODIFIED TYPE M INLET | EA | 1 | \$3,200.00 | \$ 3,200.00 | | \$ - | 1 | \$ 3,200.00 | 0 | \$ - | 100% |
| 10. STORM MANHOLE | EA | 5 | \$2,500.00 | \$ 12,500.00 | | \$ - | 5 | \$ 12,500.00 | 0 | \$ - | 100% |
| 11. ENDWALLS | EA | 3 | \$1,250.00 | \$ 3,750.00 | | \$ - | 3 | \$ 3,750.00 | 0 | \$ - | 100% |
| 12. TIE INTO EXISTING | EA | 3 | \$500.00 | \$ 1,500.00 | | \$ - | 3 | \$ 1,500.00 | 0 | \$ - | 100% |
| 13. STONE BACKFILL (DARRELL DRIVE) | TN | 90 | \$13.00 | \$ 1,170.00 | | \$ - | 90 | \$ 1,170.00 | 0 | \$ - | 100% |
| 14. PAVING RESTORATION | SY | 198 | \$75.00 | \$ 14,850.00 | | \$ - | 198 | \$ 14,850.00 | 0 | \$ - | 100% |
| 15. TRAFFIC CONTROL | LS | 1 | \$2,500.00 | \$ 2,500.00 | | \$ - | 1 | \$ 2,500.00 | 0 | \$ - | 100% |
| SUBTOTAL ITEM E | | | | \$ 273,311.00 | | \$ - | | \$ 273,311.00 | | \$ - | 100% |

| | | | | | | | | | | | |
|--------------------------------|----|--------|---------|---------------|--|------|--------|---------------|--------|---------------|------|
| F. PAVING & CURBING | | | | | | | | | | | |
| 1. FINE GRADE | SY | 11,040 | \$1.06 | \$ 11,702.40 | | \$ - | 11,040 | \$ 11,702.40 | 0 | \$ - | 100% |
| 2. 5" 2A MODIFIED | SY | 11,040 | \$4.90 | \$ 54,096.00 | | \$ - | 11,040 | \$ 54,096.00 | 0 | \$ - | 100% |
| 3. 5" 25MM BASE | SY | 11,040 | \$18.40 | \$ 203,136.00 | | \$ - | 11,040 | \$ 203,136.00 | 0 | \$ - | 100% |
| 4. 3" 19MM BINDER | SY | 11,040 | \$12.25 | \$ 135,240.00 | | \$ - | 11,040 | \$ 135,240.00 | 0 | \$ - | 100% |
| 5. CLEAN & TACK | SY | 11,040 | \$0.50 | \$ 5,520.00 | | \$ - | | \$ - | 11,040 | \$ 5,520.00 | 0% |
| 6. 1.5" 9.5MM WEARING | SY | 11,040 | \$6.60 | \$ 72,864.00 | | \$ - | | \$ - | 11,040 | \$ 72,864.00 | 0% |
| 7. BELGIAN BLOCK | LF | 6,283 | \$16.40 | \$ 103,041.20 | | \$ - | 6,283 | \$ 103,041.20 | 0 | \$ - | 100% |
| 8. WALKING TRAIL | SY | 345 | \$40.00 | \$ 13,800.00 | | \$ - | 345 | \$ 13,800.00 | 0 | \$ - | 100% |
| 9. CONCRETE SIDEWALK | SF | 7,250 | \$4.00 | \$ 29,000.00 | | \$ - | | \$ - | 7,250 | \$ 29,000.00 | 0% |
| 10. CONCRETE CURB | LF | 500 | \$14.00 | \$ 7,000.00 | | \$ - | 500.00 | \$ 7,000.00 | 0 | \$ - | 100% |
| SUBTOTAL ITEM F | | | | \$ 635,399.60 | | \$ - | | \$ 528,015.60 | | \$ 107,384.00 | 83% |

| | | | | | | | | | | | |
|------------------------------|----|-----|------------|--------------|--|------|-----|--------------|---|------|------|
| G. GRAPHITE MINE ROAD | | | | | | | | | | | |
| 1. SAW CUT | LF | 670 | \$1.75 | \$ 1,172.50 | | \$ - | 670 | \$ 1,172.50 | 0 | \$ - | 100% |
| 2. DEMOLITION | LS | 1 | \$3,000.00 | \$ 3,000.00 | | \$ - | 1 | \$ 3,000.00 | 0 | \$ - | 100% |
| 3. BOXOUT | CY | 280 | \$15.00 | \$ 4,200.00 | | \$ - | 280 | \$ 4,200.00 | 0 | \$ - | 100% |
| 4. MOUNTABLE CURB | LF | 70 | \$40.00 | \$ 2,800.00 | | \$ - | 70 | \$ 2,800.00 | 0 | \$ - | 100% |
| 5. FINE GRADE | SY | 650 | \$1.50 | \$ 975.00 | | \$ - | 650 | \$ 975.00 | 0 | \$ - | 100% |
| 6. 5" 2A MODIFIED | SY | 650 | \$6.50 | \$ 4,225.00 | | \$ - | 650 | \$ 4,225.00 | 0 | \$ - | 100% |
| 7. 5" 25MM BASE | SY | 650 | \$23.00 | \$ 14,950.00 | | \$ - | 650 | \$ 14,950.00 | 0 | \$ - | 100% |
| 8. 3" 19MM BINDER | SY | 650 | \$17.00 | \$ 11,050.00 | | \$ - | 650 | \$ 11,050.00 | 0 | \$ - | 100% |
| 9. CLEAN & TACK | SY | 650 | \$0.65 | \$ 422.50 | | \$ - | 650 | \$ 422.50 | 0 | \$ - | 100% |
| 10. 1.5" 9.5MM WEARING | SY | 725 | \$9.00 | \$ 6,525.00 | | \$ - | 725 | \$ 6,525.00 | 0 | \$ - | 100% |
| 11. STRIPING | LS | 1 | \$2,000.00 | \$ 2,000.00 | | \$ - | 1 | \$ 2,000.00 | 0 | \$ - | 100% |
| 12. TRAFFIC CONTROL | LS | 1 | \$7,500.00 | \$ 7,500.00 | | \$ - | 1 | \$ 7,500.00 | 0 | \$ - | 100% |

| ESCROW STATUS REPORT | | | | | | GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426 | | | | | | | | | |
|--|--|---|--|--|------------------------|---|---|---|---|---------------|------------------|-----------------|---------|---------------|------|
| PROJECT NAME: THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL | | SUMMARY OF ESCROW ACCOUNT | | | | | | AMOUNT OF CURRENT CONST. RELEASE: \$ 155,100.00 | | | | | | | |
| PROJECT NUMBER: | | TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27 | | | | AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 22,645.00 | | | | | | | | | |
| PROJECT SPONSOR: BYERS COMMERCIAL, L.P. | | TOWNSHIP SECURITY (10%) = \$ 172,309.03 | | | | AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 15,510.00 | | | | | | | | | |
| MUNICIPALITY: UPPER UWCHLAN TOWNSHIP | | CONSTRUCTION INSPECTION \$ 158,548.53 | | | | AMOUNT OF CURRENT TOTAL RELEASE: \$ 193,255.00 | | | | | | | | | |
| ESCROW AGENT: | | GRAND TOTAL ESCROWED = \$ 2,053,947.82 | | | | TOTAL OF CONST. RELEASES TO DATE: \$ 1,701,606.53 | | | | | | | | | |
| TYPE OF SECURITY: | | RELEASE NO.: 2 | | | | CONSTRUCTION ESCROW REMAINING: \$ 299,139.00 | | | | | | | | | |
| AGREEMENT DATE: | | REQUEST DATE: September 19, 2019 | | | | TOWNSHIP SECURITY REMAINING: \$ 29,913.90 | | | | | | | | | |
| | | | | | | CONSTRUCTION INSPECTION REMAINING: \$ 23,288.40 | | | | | | | | | |
| | | | | | | TOTAL ESCROW REMAINING: \$ 352,341.29 83% | | | | | | | | | |
| ESCROW TABULATION | | | | | CURRENT ESCROW RELEASE | | ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST) | | ESCROW REMAINING (AFTER CURRENT REQUEST) | | PERCENT COMPLETE | | | | |
| CONSTRUCTION ITEMS | | | | | UNITS | QUANTITY | UNIT PRICE | TOTAL AMOUNT | QUANTITY | TOTAL AMOUNT | QUANTITY | TOTAL AMOUNT | PERCENT | | |
| SUBTOTAL ITEM G | | | | | | | | \$ 58,820.00 | | \$ - | | \$ 58,820.00 | - | 100% | |
| H. SURVEYING | | | | | | | | | | | | | | | |
| 1. CONSTRUCTION STAKING | | | | | LS | 1 | \$40,000.00 | \$ 40,000.00 | | \$ - | 1 | \$ 30,000.00 | 0 | \$ 10,000.00 | 75% |
| 2. MONUMENTATION | | | | | LS | 1 | \$10,000.00 | \$ 10,000.00 | | \$ - | | \$ - | 1 | \$ 10,000.00 | 0% |
| 3. AS-BUILTS | | | | | LS | 1 | \$15,000.00 | \$ 15,000.00 | | \$ - | | \$ - | 1 | \$ 15,000.00 | 0% |
| SUBTOTAL ITEM H | | | | | | | | \$ 65,000.00 | | \$ - | | \$ 30,000.00 | | \$ 35,000.00 | 46% |
| I. LANDSCAPING | | | | | | | | | | | | | | | |
| 1. SHADE TREES | | | | | EA | 179 | \$350.00 | \$ 62,650.00 | 90 | \$ 31,500.00 | 90 | \$ 31,500.00 | 89 | \$ 31,150.00 | 50% |
| 2. ORNAMENTAL TREES | | | | | EA | 42 | \$225.00 | \$ 9,450.00 | 42 | \$ 9,450.00 | 42 | \$ 9,450.00 | 0 | \$ - | 100% |
| 3. EVERGREEN TREES | | | | | EA | 162 | \$200.00 | \$ 32,400.00 | 152 | \$ 30,400.00 | 152 | \$ 30,400.00 | 10 | \$ 2,000.00 | 94% |
| 4. EVERGREEN SHRUBS | | | | | EA | 356 | \$45.00 | \$ 16,020.00 | | \$ - | | \$ - | 356 | \$ 16,020.00 | 0% |
| 5. DECIDUOUS SHRUBS | | | | | EA | 361 | \$45.00 | \$ 16,245.00 | | \$ - | | \$ - | 361 | \$ 16,245.00 | 0% |
| 6. ORNAMENTAL GRASSES | | | | | EA | 56 | \$15.00 | \$ 840.00 | | \$ - | | \$ - | 56 | \$ 840.00 | 0% |
| SUBTOTAL ITEM I | | | | | | | | \$ 137,605.00 | | \$ 71,350.00 | | \$ 71,350.00 | | \$ 66,255.00 | 52% |
| J. MISCELLANEOUS | | | | | | | | | | | | | | | |
| 1. STREET LIGHTS | | | | | EA | 22 | \$3,500.00 | \$ 77,000.00 | 12 | \$ 42,000.00 | 12 | \$ 42,000.00 | 10 | \$ 35,000.00 | 55% |
| 2. ADA RAMP W/TRUNCATED DOMES | | | | | EA | 16 | \$ 1,000.00 | \$ 16,000.00 | 8 | \$ 8,000.00 | 8 | \$ 8,000.00 | 8 | \$ 8,000.00 | 50% |
| 3. SIGNS | | | | | EA | 30 | \$ 200.00 | \$ 6,000.00 | 28 | \$ 5,600.00 | 28 | \$ 5,600.00 | 2 | \$ 400.00 | 93% |
| 4. PAVEMENT MARKINGS | | | | | LS | 1 | \$ 7,500.00 | \$ 7,500.00 | | \$ - | | \$ - | 1 | \$ 7,500.00 | 0% |
| 5. TOT LOT | | | | | LS | 1 | \$ 80,000.00 | \$ 80,000.00 | 1 | \$ 80,000.00 | 1 | \$ 80,000.00 | 0 | \$ - | 100% |
| 6. BASIN FENCING | | | | | LIF | 3,940 | \$ 15.00 | \$ 59,100.00 | 1300 | \$ 19,500.00 | 1,300.00 | \$ 19,500.00 | 2,640 | \$ 39,600.00 | 33% |
| SUBTOTAL ITEM J | | | | | | | | \$ 245,600.00 | | \$ 155,100.00 | | \$ 155,100.00 | | \$ 90,500.00 | 63% |
| TOTAL IMPROVEMENTS - ITEMS A-N | | | | | | | | \$ 1,723,090.27 | | \$ 226,450.00 | | \$ 1,423,951.27 | | \$ 299,139.00 | 83% |
| K. TOWNSHIP SECURITY (10%) | | | | | | | | \$ 172,309.03 | | \$ 22,645.00 | | \$ 142,395.13 | | \$ 29,913.90 | 83% |
| L. CONSTRUCTION INSPECTION | | | | | | | | \$ 158,548.53 | | \$ 15,510.00 | | \$ 135,260.13 | | \$ 23,288.40 | 85% |
| NET CONSTRUCTION RELEASE | | | | | | | | \$ 2,053,947.82 | | \$ 264,605.00 | | \$ 1,701,606.53 | | \$ 352,341.29 | 83% |
| SURETY AMOUNT | | | | | | | | \$ 2,053,947.82 | | \$ 264,605.00 | | \$ 1,701,606.53 | | \$ 352,341.29 | 83% |



October 4, 2019

File No. 04-12014T

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

Reference: Chester Springs Crossing
Performance Bond Reduction Request No. 1

Dear Cary:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s September 19, 2019 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$177,716.96**. Following this release, there will be \$1,621,545.39 remaining in escrow.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'David N. Leh', is written over a faint, larger signature.

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

cc: Board of Supervisors
Danine McCarthy – TBI (via e-mail only)
Gary Chase – TBI (via e-mail only)

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

PROJECT NUMBER: 04-1214T

PROJECT SPONSOR:

MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 16,156.09
ENGINEERING/INSPECTION (10%) = \$ 16,156.09
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,531,697.46

RELEASE NO.: 1
REQUEST DATE: September 19, 2019

AMOUNT OF CURRENT CONST. RELEASE: \$ 161,560.87

AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): #REF!

AMOUNT OF ENGINEERING/INSPECTION RELEASE: #REF!

AMOUNT OF CURRENT TOTAL RELEASE: #REF!

TOTAL OF CONST. RELEASES TO DATE: \$ 161,560.87

CONSTRUCTION ESCROW REMAINING: \$ 1,337,824.42

TOTAL RETAINAGE/SECURITY RELEASES TO DATE: #REF!

RETAINAGE/SECURITY ESCROW REMAINING: #REF!

TOTAL ESCROW REMAINING: \$ -

CONSTRUCTION COMPLETION: 11%

| 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 | \$ 5,925.00 | 1 | \$ 5,925.00 | 1 | \$ 5,925.00 | 50% |
| SUBTOTAL ITEM A | | | | \$ 11,850.00 | | \$ 5,925.00 | | \$ 5,925.00 | | \$ 5,925.00 | 50% |
| B. EROSION CONTROL | | | | | | | | | | | |
| CONSTRUCTION ENTRANCE | EA | 1 | \$3,000.00 | \$ 3,000.00 | 1 | \$ 3,000.00 | 1 | \$ 3,000.00 | 0 | \$ - | 100% |
| 12" SILT SOCK | LF | 923 | \$3.45 | \$ 3,184.35 | 923 | \$ 3,184.35 | 923 | \$ 3,184.35 | 0 | \$ - | 100% |
| 18" SILT SOCK | LF | 255 | \$6.00 | \$ 1,530.00 | 255 | \$ 1,530.00 | 255 | \$ 1,530.00 | 0 | \$ - | 100% |
| 24" SILT SOCK | LF | 915 | \$16.20 | \$ 14,823.00 | 915 | \$ 14,823.00 | 915 | \$ 14,823.00 | 0 | \$ - | 100% |
| 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 | 796 | \$ 1,194.00 | 0 | \$ - | 100% |
| 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 | 3,820 | \$ 7,640.00 | 0 | \$ - | 100% |
| SUBTOTAL ITEM B | | | | \$ 64,077.10 | | \$ 31,371.35 | | \$ 31,371.35 | | \$ 32,705.75 | 49% |
| C. STORMWATER | | | | | | | | | | | |
| SEDIMENT BASIN #1 / BIORETENTION BASIN #1 | | | | | | | | | | | |
| EARTHWORK | LS | 1 | \$18,000.00 | \$ 18,000.00 | 1 | \$ 18,000.00 | 1 | \$ 18,000.00 | 0 | \$ - | 100% |
| EROSION CONTROL MATTING - SLOPES | SF | 26,473 | \$0.25 | \$ 6,618.25 | 26,473 | \$ 6,618.25 | 26,473 | \$ 6,618.25 | 0 | \$ - | 100% |
| EMERGENCY SPILLWAY MATTING | SF | 1,300 | \$0.50 | \$ 650.00 | 1,300 | \$ 650.00 | 1,300 | \$ 650.00 | 0 | \$ - | 100% |
| OUTLET STRUCTURE | EA | 1 | \$3,500.00 | \$ 3,500.00 | 1 | \$ 3,500.00 | 1 | \$ 3,500.00 | 0 | \$ - | 100% |
| SKIMMER | EA | 1 | \$1,750.00 | \$ 1,750.00 | 1 | \$ 1,750.00 | 1 | \$ 1,750.00 | 0 | \$ - | 100% |
| 36" RCP | LF | 45 | \$146.70 | \$ 6,601.50 | 45 | \$ 6,601.50 | 45 | \$ 6,601.50 | 0 | \$ - | 100% |
| ANTI-SEEP COLLARS | EA | 2 | \$750.00 | \$ 1,500.00 | 2 | \$ 1,500.00 | 2 | \$ 1,500.00 | 0 | \$ - | 100% |
| ENDWALL | EA | 1 | \$1,000.00 | \$ 1,000.00 | 1 | \$ 1,000.00 | 1 | \$ 1,000.00 | 0 | \$ - | 100% |
| RIP-RAP APRON | EA | 1 | \$500.00 | \$ 500.00 | 1 | \$ 500.00 | 1 | \$ 500.00 | 0 | \$ - | 100% |
| SSF BAFFLE | LF | 448 | \$17.00 | \$ 7,616.00 | 448 | \$ 7,616.00 | 448 | \$ 7,616.00 | 0 | \$ - | 100% |
| 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

PROJECT NUMBER: 04-12147

PROJECT SPONSOR:

MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 16,156.09
ENGINEERING/INSPECTION (10%) = \$ 16,156.09
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,531,697.46

RELEASE NO.: 1
REQUEST DATE: September 19, 2019

AMOUNT OF CURRENT CONST. RELEASE: \$ 161,560.87

AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): #REF!

AMOUNT OF ENGINEERING/INSPECTION RELEASE: #REF!

AMOUNT OF CURRENT TOTAL RELEASE: #REF!

TOTAL OF CONST. RELEASES TO DATE: \$ 161,560.87

CONSTRUCTION ESCROW REMAINING: \$ 1,337,824.42

TOTAL RETAINAGE/SECURITY RELEASES TO DATE: #REF!

RETAINAGE/SECURITY ESCROW REMAINING: #REF!

TOTAL ESCROW REMAINING: \$ -

CONSTRUCTION COMPLETION: 11%

| 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 | 1 | \$ 12,000.00 | 0 | \$ - | 100% |
| EROSION CONTROL MATTING - SLOPES | SF | 25,119 | \$0.25 | \$ 6,279.75 | 25,119 | \$ 6,279.75 | 25,119 | \$ 6,279.75 | 0 | \$ - | 100% |
| EMERGENCY SPILLWAY MATTING | SF | 3,900 | \$0.50 | \$ 1,950.00 | 3,900 | \$ 1,950.00 | 3,900 | \$ 1,950.00 | 0 | \$ - | 100% |
| OUTLET STRUCTURE | EA | 1 | \$3,500.00 | \$ 3,500.00 | 1 | \$ 3,500.00 | 1 | \$ 3,500.00 | 0 | \$ - | 100% |
| SKIMMER | EA | 1 | \$1,750.00 | \$ 1,750.00 | 1 | \$ 1,750.00 | 1 | \$ 1,750.00 | 0 | \$ - | 100% |
| 24" RCP | LF | 226 | \$58.02 | \$ 13,112.52 | 226 | \$ 13,112.52 | 226 | \$ 13,112.52 | 0 | \$ - | 100% |
| ANTI-SEEP COLLARS | EA | 2 | \$750.00 | \$ 1,500.00 | 2 | \$ 1,500.00 | 2 | \$ 1,500.00 | 0 | \$ - | 100% |
| ENDWALL | EA | 1 | \$1,000.00 | \$ 1,000.00 | 1 | \$ 1,000.00 | 1 | \$ 1,000.00 | 0 | \$ - | 100% |
| RIP-RAP APRON | EA | 1 | \$500.00 | \$ 500.00 | 1 | \$ 500.00 | 1 | \$ 500.00 | 0 | \$ - | 100% |
| SSF BAFFLE | LF | 822 | \$17.00 | \$ 13,974.00 | 822 | \$ 13,974.00 | 822 | \$ 13,974.00 | 0 | \$ - | 100% |
| 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)

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%) = \$ 16,156.09
ENGINEERING/INSPECTION (10%) = \$ 16,156.09
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,531,697.46

RELEASE NO.: 1
REQUEST DATE: September 19, 2019

AMOUNT OF CURRENT CONST. RELEASE: \$ 161,560.87
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): #REF!
AMOUNT OF ENGINEERING/INSPECTION RELEASE: #REF!
AMOUNT OF CURRENT TOTAL RELEASE: #REF!

TOTAL OF CONST. RELEASES TO DATE: \$ 161,560.87
CONSTRUCTION ESCROW REMAINING: \$ 1,337,824.42

TOTAL RETAINAGE/SECURITY RELEASES TO DATE: #REF!
RETAINAGE/SECURITY ESCROW REMAINING: #REF!

TOTAL ESCROW REMAINING: \$ -
CONSTRUCTION COMPLETION: 11%

| 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 | | \$ 103,302.02 | | \$ 103,302.02 | | \$ 122,164.75 | 46% |
| D. EARTHWORK | | | | | | | | | | | |
| STRIP TOPSOIL | CY | 5,985 | \$ 2.50 | \$ 14,962.50 | 1,995 | \$ 4,987.50 | 1,995 | \$ 4,987.50 | 3,990 | \$ 9,975.00 | 33% |
| CUT/FILL | CY | 11,970 | \$ 2.50 | \$ 29,925.00 | 3,990 | \$ 9,975.00 | 3,990 | \$ 9,975.00 | 7,980 | \$ 19,950.00 | 33% |
| RETURN TOPSOIL | CY | 2,993 | \$ 3.40 | \$ 10,176.20 | | \$ - | | \$ - | 2,993 | \$ 10,176.20 | 0% |
| SUBTOTAL ITEM D | | | | \$ 55,063.70 | | \$ 14,962.50 | | \$ 14,962.50 | | \$ 40,101.20 | 27% |
| 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

PROJECT NUMBER: 04-1214T

PROJECT SPONSOR:

MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29
TOWNSHIP SECURITY (10%) = \$ 16,156.09
ENGINEERING/INSPECTION (10%) = \$ 16,156.09
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,531,697.46

RELEASE NO.: 1
REQUEST DATE: September 19, 2019

AMOUNT OF CURRENT CONST. RELEASE: \$ 161,560.87

AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): #REF!

AMOUNT OF ENGINEERING/INSPECTION RELEASE: #REF!

AMOUNT OF CURRENT TOTAL RELEASE: #REF!

TOTAL OF CONST. RELEASES TO DATE: \$ 161,560.87

CONSTRUCTION ESCROW REMAINING: \$ 1,337,824.42

TOTAL RETAINAGE/SECURITY RELEASES TO DATE: #REF!

RETAINAGE/SECURITY ESCROW REMAINING: #REF!

TOTAL ESCROW REMAINING: \$ -

CONSTRUCTION COMPLETION: 11%

| 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 | 0.15 | \$ 6,000.00 | 0 | \$ 6,000.00 | 1 | \$ 34,000.00 | 15% |
| 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% |
| TRASH RECEPTACLE (DOG PARK) | EA | 2 | \$ 500.00 | \$ 1,000.00 | | \$ - | | \$ - | 2 | \$ 1,000.00 | 0% |

ESCROW STATUS REPORT

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

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

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%) = \$ 16,156.09
ENGINEERING/INSPECTION (10%) = \$ 16,156.09
ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -

GRAND TOTAL ESCROWED = \$ 1,531,697.46

RELEASE NO.: 1
REQUEST DATE: September 19, 2019

AMOUNT OF CURRENT CONST. RELEASE: \$ 161,560.87
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): #REF!
AMOUNT OF ENGINEERING/INSPECTION RELEASE: #REF!
AMOUNT OF CURRENT TOTAL RELEASE: #REF!

TOTAL OF CONST. RELEASES TO DATE: \$ 161,560.87
CONSTRUCTION ESCROW REMAINING: \$ 1,337,824.42

TOTAL RETAINAGE/SECURITY RELEASES TO DATE: #REF!
RETAINAGE/SECURITY ESCROW REMAINING: #REF!

TOTAL ESCROW REMAINING: \$ -
CONSTRUCTION COMPLETION: 11%

| 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 |
| BENCH (DOG PARK) | EA | 1 | \$ 750.00 | \$ 750.00 | | \$ - | | \$ - | 1 | \$ 750.00 | 0% |
| SUBTOTAL ITEM H | | | | \$ 87,881.25 | | \$ 6,000.00 | | \$ 6,000.00 | | \$ 81,881.25 | 7% |
| TOTAL IMPROVEMENTS - ITEMS A-H | | | | \$ 1,499,385.29 | | \$ 161,560.87 | | \$ 161,560.87 | | \$ 1,337,824.42 | 11% |
| I. RETAINAGE (10%) | | | | | | \$ (16,156.09) | | (16,156.09) | | \$ 16,156.09 | |
| J. CONTINGENCY (10%) | | | | \$ 149,938.53 | | \$ 16,156.09 | | \$ 16,156.09 | | \$ 133,782.44 | 11% |
| K. ENGINEERING/INSPECTION (10%) | | | | \$ 149,938.53 | | \$ 16,156.09 | | \$ 16,156.09 | | \$ 133,782.44 | 11% |
| NET CONSTRUCTION RELEASE | | | | \$ 1,799,262.35 | | \$ 177,716.96 | | \$ 177,716.96 | | \$ 1,621,545.39 | 10% |
| SURETY AMOUNT | | | | \$ 1,799,262.35 | | | | | | | |



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

111

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Gunner Properties Development Agreements – Consider Approval

DATE: October 10, 2019

Attached for your review and consideration are land development documents specific to the 9.016-acre piece of property located on tax parcel #'s 32-4-86 and 32-3-21, located at Pottstown Pike and Park Road. The Board granted final land development approval to the plans on August 19, 2019. Documents executed by the applicant and attached for your consideration include: Land Development Agreement, Financial Security Agreement in the amount of \$171,360, a Stormwater BMP Maintenance Agreement, and a Pedestrian Crosswalk Maintenance Agreement. These documents have been reviewed and approved by the Township Solicitor.

I would respectfully request that the Board approve the attached documents as detailed above.

LAND DEVELOPMENT AGREEMENT

EAGLE VILLAGE PARKING EXPANSION

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 first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **GUNNER PROPERTIES**, a Pennsylvania limited partnership with offices at 217 Pottstown Pike, Chester Springs, Pennsylvania 19425 ("Developer").

BACKGROUND:

- A. Developer proposes to develop a 9.016 acre piece of property, known as Chester County Tax Parcel Nos. 32-4-86 and 32-3-21 situate at the intersection of Park Road and Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as "Eagle Village Parking Expansion" ("Development").
- B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Development on August 19, 2019. Developer received final approval of the land development plans for the 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 9.016 acre tract located at the intersection of Park Road and 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 Gunner Properties, Ltd." prepared by D.L. Howell and Associates, Inc., dated July 3, 2019, last revised October 2, 2019, consisting of thirteen (13) 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 an expansion of the existing parking lot, together with 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 walkways, curbs, gutters, shade trees, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, 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.
- (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) "Financial Institution" shall mean the bonding company or lending institution chosen by Developer with which the financial security has been posted or established and/or which issues the Financial Security to the Township. The Financial Institution must be a

bonding company which is 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. For purposes of this subsection, "repair and maintenance of all Improvements" shall mean, without limitation, keeping the 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.
- 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, (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 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.
- 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 Hundred Seventy-One Thousand Three Hundred Sixty and 00/100 Dollars (\$171,360.00), 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. 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, and subject to Section 5(A)(8) of the Financial Security Agreement, 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 Secured 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.

5. 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, unless and until all the aforesaid costs, expenses and fees are paid in full.

6. 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.

7. 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.

8. 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

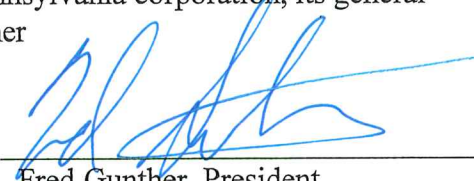
Secretary

By: _____
Guy A. Donatelli, Chairperson

DEVELOPER

GUNNER PROPERTIES, LTD.,
a Pennsylvania limited partnership
By: GUNNER MANAGEMENT, INC.,
a Pennsylvania corporation, its general
partner

Attest: _____

By: 
Fred Gunther, President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 SS.
 COUNTY OF CHESTER :

On this _____ day of _____, 20____, 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 :
 SS.
 COUNTY OF CHESTER :

On this 25th day of September, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Fred Gunther, who acknowledged himself to be the President of Gunner Management, Inc., a Pennsylvania corporation, general partner of Gunner Properties, Ltd., a Pennsylvania limited partnership, 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.

Carla Capone
 Notary Public

My Commission Expires:

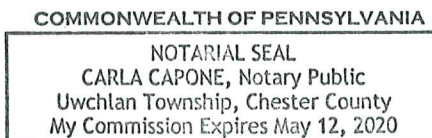


EXHIBIT "A"**PLAN SHEETS**

| Sheet No. | Drawing No. | Title | Date | Last Revised Date |
|------------------|--------------------|---|-------------|--------------------------|
| 1 | C01.01 | Title Plan | 7/3/19 | 10/2/19 |
| 2 | C01.02 | Legal Document Plan | 7/3/19 | 10/2/19 |
| 3 | C02.01 | Existing Conditions and Demolition Plan | 7/3/19 | 10/2/19 |
| 4 | C03.01 | Grading and PCSM Plan | 7/3/19 | 10/2/19 |
| 5 | C03.02 | PCSM Notes and Details | 7/3/19 | 10/2/19 |
| 6 | C04.01 | Erosion and Sedimentation Control Plan | 7/3/19 | |
| 7 | C04.02 | Erosion and Sedimentation Control Notes and Details | 7/3/19 | |
| 8 | C04.03 | Drainage Area Map | 7/3/19 | 10/2/19 |
| 9 | C05.01 | Construction Details | 7/3/19 | 10/2/19 |
| 10 | C05.02 | Truck Turning | 7/3/19 | 10/2/19 |
| 11 | C06.01 | Landscape Plan | 6/20/19 | 8/30/19 |
| 12 | C06.02 | Landscape Details | 6/20/19 | 8/30/19 |
| 13 | C07.01 | Lighting Plan | 7/3/19 | 10/2/19 |

EXHIBIT "B"**FINANCIAL SECURITY**

ESCROW STATUS REPORT

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

PROJECT NAME: 160 Park Road (Eagle Village)

PROJECT NUMBER: 17-04074T2

PROJECT SPONSOR: Gunner Properties, Ltd
MUNICIPALITY: Upper Uwchlan Township

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 153,000.00
TOWNSHIP SECURITY = \$ 15,300.00
CONSTRUCTION INSPECTION \$ 3,060.00
GRAND TOTAL ESCROWED = \$ 171,360.00

RELEASE NO.: 0
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 171,360.00
CONSTRUCTION COMPLETION:

| 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. EROSION & SEDIMENTATION CONTROLS | | | | | | | | | | | |
| 18" Compost Filter Sock | LF | 670 | \$7.50 | \$ 5,025.00 | | \$ - | | \$ - | 670 | \$ 5,025.00 | |
| Orange Construction Fence | LF | 300 | \$2.50 | \$ 750.00 | | \$ - | | \$ - | 300 | \$ 750.00 | |
| Construction Entrance | EA | 1 | \$1,500.00 | \$ 1,500.00 | | \$ - | | \$ - | 1 | \$ 1,500.00 | |
| Temp Seed and Mulch | SF | 7000 | \$0.10 | \$ 700.00 | | \$ - | | \$ - | 7,000 | \$ 700.00 | |
| Geotextile Fabric | SF | 16000 | \$0.25 | \$ 4,000.00 | | \$ - | | \$ - | 16,000 | \$ 4,000.00 | |
| Inlet Protection | EA | 6 | \$300.00 | \$ 1,800.00 | | \$ - | | \$ - | 6 | \$ 1,800.00 | |
| Concrete Washout | EA | 1 | \$750.00 | \$ 750.00 | | \$ - | | \$ - | 1 | \$ 750.00 | |
| SUBTOTAL ITEM A | | | | \$ 14,625.00 | | \$ - | | \$ - | | \$ 14,625.00 | |
| B. STORM SEWER | | | | | | | | | | | |
| 12" HDPE | LF | 20 | \$20.00 | \$ 400.00 | | \$ - | | \$ - | 20 | \$ 400.00 | |
| 15" HDPE | LF | 200 | \$25.00 | \$ 5,000.00 | | \$ - | | \$ - | 200 | \$ 5,000.00 | |
| Tie-in to Existing Storm Sewer | EA | 1 | \$2,800.00 | \$ 2,800.00 | | \$ - | | \$ - | 1 | \$ 2,800.00 | |
| 24" PERF. HDPE | LF | 740 | \$40.00 | \$ 29,600.00 | | \$ - | | \$ - | 740 | \$ 29,600.00 | |
| AASHTO #3 Stone | CY | 315 | \$40.00 | \$ 12,600.00 | | \$ - | | \$ - | 315 | \$ 12,600.00 | |
| Type M Inlet | EA | 2 | \$2,300.00 | \$ 4,600.00 | | \$ - | | \$ - | 2 | \$ 4,600.00 | |
| Type C Inlet | EA | 2 | \$2,600.00 | \$ 5,200.00 | | \$ - | | \$ - | 2 | \$ 5,200.00 | |
| Inspection Ports | EA | 2 | \$500.00 | \$ 1,000.00 | | \$ - | | \$ - | 2 | \$ 1,000.00 | |
| Outlet Structure w/ Gate Valve | EA | 1 | \$3,800.00 | \$ 3,800.00 | | \$ - | | \$ - | 1 | \$ 3,800.00 | |
| Water Quality Inserts (Snouts) | EA | 1 | \$600.00 | \$ 600.00 | | \$ - | | \$ - | 1 | \$ 600.00 | |
| Storm Sewer Flushing | LS | 1 | \$1,200.00 | \$ 1,200.00 | | \$ - | | \$ - | 1 | \$ 1,200.00 | |
| SUBTOTAL ITEM B | | | | \$ 66,800.00 | | \$ - | | \$ - | | \$ 66,800.00 | |
| C. LANDSCAPING & LIGHTING | | | | | | | | | | | |
| Site Lights | EA | 10 | \$1,000.00 | \$ 10,000.00 | | \$ - | | \$ - | 10 | \$ 10,000.00 | |
| Split Rail Fence | LF | 325 | \$30.00 | \$ 9,750.00 | | \$ - | | \$ - | 325 | \$ 9,750.00 | |
| Shade Tree | EA | 54 | \$225.00 | \$ 12,150.00 | | \$ - | | \$ - | 54 | \$ 12,150.00 | |
| Evergreen Tree | EA | 55 | \$175.00 | \$ 9,625.00 | | \$ - | | \$ - | 55 | \$ 9,625.00 | |
| Shrub | EA | 180 | \$80.00 | \$ 14,400.00 | | \$ - | | \$ - | 180 | \$ 14,400.00 | |
| SUBTOTAL ITEM C | | | | \$ 55,925.00 | | \$ - | | \$ - | | \$ 55,925.00 | |
| D. MISCELLANEOUS | | | | | | | | | | | |
| ADA RAMP AND ASSOCIATED WALKS | SF | 1,050 | \$15.00 | \$15,750.00 | | \$ - | | \$ - | 1,050 | \$15,750.00 | |
| SUBTOTAL ITEM D | | | | \$15,750.00 | | \$ - | | \$ - | | \$15,750.00 | |
| TOTAL IMPROVEMENTS - ITEMS A-D | | | | \$ 153,000.00 | | \$ - | | \$ - | | \$ 153,000.00 | |
| E. TOWNSHIP SECURITY | | | | \$ 15,300.00 | | \$ - | | \$ - | | \$ 15,300.00 | |
| F. CONSTRUCTION INSPECTION | | | | \$ 3,060.00 | | \$ - | | \$ - | | \$ 3,060.00 | |
| NET CONSTRUCTION RELEASE | | | | \$ 171,360.00 | | \$ - | | \$ - | | \$ 171,360.00 | |
| SURETY AMOUNT | | | | \$ 171,360.00 | | \$ - | | \$ - | | \$ 171,360.00 | |

FINANCIAL SECURITY AGREEMENT

EAGLE VILLAGE PARKING EXPANSION

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 **GUNNER PROPERTIES, LTD.**, a Pennsylvania limited partnership with offices at 217 Pottstown Pike, Chester Springs, Pennsylvania 19425 ("Developer").

BACKGROUND:

A. Developer proposes to develop a 9.016 acre piece of property, known as Chester County Tax Parcel Nos. 32-4-86 and 32-3-21 situate at the intersection of Park Road and Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as "Eagle Village Parking Expansion" ("Development").

B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Development on August 19, 2019. Developer received final approval of the land development plans for the 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 9.016 acre tract of property which is situate at the intersection of Park Road and 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 land development plan set entitled "Preliminary/Final Land Development Plan for Gunner Properties, Ltd. prepared by D.L. Howell and Associates, Inc., dated July 3, 2019, last revised October 2, 2019, consisting of thirteen (13) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract for an expansion of the existing parking lot together with 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.

(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) "Financial Institution" shall mean the lending institution chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial Security to the Township. The Financial Institution must be a bonding company or Federal or Commonwealth chartered lending institution which is 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 cash escrow account (either such account being hereinafter described as an "Escrow Account") with Township 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 Hundred Seventy One Thousand Three Hundred Sixty and 00/100 Dollars (\$171,360.00) 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.

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 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 withdraw 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) The Township may draw amounts from and under 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.

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

(3) The right of the Township to withdraw 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.

(4) 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.

(5) 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 Developer shall have the right to cure such default within the said thirty (30) day period.

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 costs,

expenses and fees for which Developer is responsible under both said agreements), the Township shall release the balance of the Financial Security to Developer. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer 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 Developer shall have no 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 and Township valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

9. 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.

10. 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.

11. Payments, Reductions or Releases of Financial Security.

It is expressly and specifically understood, covenanted and agreed by Developer and the Township 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 and the Township 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.

12. 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.

13. 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:


Secretary

By: _____
Guy A. Donatelli, Chairman

DEVELOPER

GUNNER PROPERTIES, LTD.,
a Pennsylvania limited partnership
By: GUNNER MANAGEMENT, INC.,
a Pennsylvania corporation, its general
partner

Attest:

By: 
Fred Gunther, President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
 COUNTY OF CHESTER :

On this _____ day of _____, 20__, 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 :
:SS.
COUNTY OF CHESTER :

On this 25th day of September, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Fred Gunther, who acknowledged himself to be the President of Gunner Management, Inc., a Pennsylvania corporation, general partner of Gunner Properties, Ltd., a Pennsylvania limited partnership, 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.

Carla Capone
Notary Public

My Commission Expires:

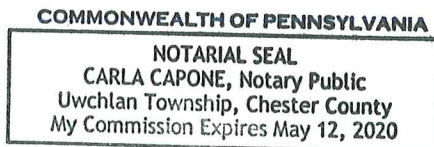


EXHIBIT "A"**List of Secured Improvements**

ESCROW STATUS REPORT

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

PROJECT NAME: 160 Park Road (Eagle Village)

PROJECT NUMBER: 17-04074T2

PROJECT SPONSOR: Gunner Properties, Ltd
MUNICIPALITY: Upper Uwchlan Township

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 153,000.00
TOWNSHIP SECURITY = \$ 15,300.00
CONSTRUCTION INSPECTION \$ 3,060.00
GRAND TOTAL ESCROWED = \$ 171,360.00

RELEASE NO.: 0
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 171,360.00
CONSTRUCTION COMPLETION:

| 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. EROSION & SEDIMENTATION CONTROLS | | | | | | | | | | | |
| 18" Compost Filter Sock | LF | 670 | \$7.50 | \$ 5,025.00 | | \$ - | | \$ - | 670 | \$ 5,025.00 | |
| Orange Construction Fence | LF | 300 | \$2.50 | \$ 750.00 | | \$ - | | \$ - | 300 | \$ 750.00 | |
| Construction Entrance | EA | 1 | \$1,500.00 | \$ 1,500.00 | | \$ - | | \$ - | 1 | \$ 1,500.00 | |
| Temp Seed and Mulch | SF | 7000 | \$0.10 | \$ 700.00 | | \$ - | | \$ - | 7,000 | \$ 700.00 | |
| Geotextile Fabric | SF | 16000 | \$0.25 | \$ 4,000.00 | | \$ - | | \$ - | 16,000 | \$ 4,000.00 | |
| Inlet Protection | EA | 6 | \$300.00 | \$ 1,800.00 | | \$ - | | \$ - | 6 | \$ 1,800.00 | |
| Concrete Washout | EA | 1 | \$750.00 | \$ 750.00 | | \$ - | | \$ - | 1 | \$ 750.00 | |
| SUBTOTAL ITEM A | | | | \$ 14,525.00 | | \$ - | | \$ - | | \$ 14,525.00 | |
| B. STORM SEWER | | | | | | | | | | | |
| 12" HDPE | LF | 20 | \$20.00 | \$ 400.00 | | \$ - | | \$ - | 20 | \$ 400.00 | |
| 15" HDPE | LF | 200 | \$25.00 | \$ 5,000.00 | | \$ - | | \$ - | 200 | \$ 5,000.00 | |
| | EA | 1 | \$2,800.00 | \$ 2,800.00 | | \$ - | | \$ - | 1 | \$ 2,800.00 | |
| Tie-in to Existing Storm Sewer | LF | 740 | \$40.00 | \$ 29,600.00 | | \$ - | | \$ - | 740 | \$ 29,600.00 | |
| 24" PERF. HDPE | CY | 315 | \$40.00 | \$ 12,600.00 | | \$ - | | \$ - | 315 | \$ 12,600.00 | |
| AASHTO #3 Stone | EA | 2 | \$2,300.00 | \$ 4,600.00 | | \$ - | | \$ - | 2 | \$ 4,600.00 | |
| Type M Inlet | EA | 2 | \$2,600.00 | \$ 5,200.00 | | \$ - | | \$ - | 2 | \$ 5,200.00 | |
| Type C Inlet | EA | 2 | \$500.00 | \$ 1,000.00 | | \$ - | | \$ - | 2 | \$ 1,000.00 | |
| Inspection Ports | EA | 1 | \$3,800.00 | \$ 3,800.00 | | \$ - | | \$ - | 1 | \$ 3,800.00 | |
| Outlet Structure w/ Gate Valve | EA | 1 | \$600.00 | \$ 600.00 | | \$ - | | \$ - | 1 | \$ 600.00 | |
| Water Quality Inserts (Snouts) | EA | 1 | \$1,200.00 | \$ 1,200.00 | | \$ - | | \$ - | 1 | \$ 1,200.00 | |
| Storm Sewer Flushing | LS | 1 | \$66,800.00 | \$ 66,800.00 | | \$ - | | \$ - | | \$ 66,800.00 | |
| SUBTOTAL ITEM B | | | | \$ 66,800.00 | | \$ - | | \$ - | | \$ 66,800.00 | |
| C. LANDSCAPING & LIGHTING | | | | | | | | | | | |
| Site Lights | EA | 10 | \$1,000.00 | \$ 10,000.00 | | \$ - | | \$ - | 10 | \$ 10,000.00 | |
| Split Rail Fence | LF | 325 | \$30.00 | \$ 9,750.00 | | \$ - | | \$ - | 325 | \$ 9,750.00 | |
| Shade Tree | EA | 54 | \$225.00 | \$ 12,150.00 | | \$ - | | \$ - | 54 | \$ 12,150.00 | |
| Evergreen Tree | EA | 55 | \$175.00 | \$ 9,625.00 | | \$ - | | \$ - | 55 | \$ 9,625.00 | |
| Shrub | EA | 180 | \$80.00 | \$ 14,400.00 | | \$ - | | \$ - | 180 | \$ 14,400.00 | |
| SUBTOTAL ITEM C | | | | \$ 55,925.00 | | \$ - | | \$ - | | \$ 55,925.00 | |
| D. MISCELLANEOUS | | | | | | | | | | | |
| ADA RAMP AND ASSOCIATED WALKS | SF | 1,050 | \$15.00 | \$15,750.00 | | \$ - | | \$ - | 1,050 | \$15,750.00 | |
| SUBTOTAL ITEM D | | | | \$15,750.00 | | \$ - | | \$ - | | \$15,750.00 | |
| TOTAL IMPROVEMENTS - ITEMS A-D | | | | \$ 153,000.00 | | \$ - | | \$ - | | \$ 153,000.00 | |
| E. TOWNSHIP SECURITY | | | | \$ 15,300.00 | | \$ - | | \$ - | | \$ 15,300.00 | |
| F. CONSTRUCTION INSPECTION | | | | \$ 3,060.00 | | \$ - | | \$ - | | \$ 3,060.00 | |
| NET CONSTRUCTION RELEASE | | | | \$ 171,360.00 | | \$ - | | \$ - | | \$ 171,360.00 | |
| SURETY AMOUNT | | | | \$ 171,360.00 | | \$ - | | \$ - | | \$ 171,360.00 | |

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 Gunner Properties, Ltd., ("Developer"), dated _____, 2019, concerning the construction, installation and completion of Improvements in the Eagle Village Parking Expansion Land Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE Township, pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of a cash escrow account, 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

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. 32-4-86, 32-3-21

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

THIS AGREEMENT, made and entered into this 25th day of September, 2019, and effective this ____ day of _____, 2019, by and between GUNNER PROPERTIES, LTD., a Pennsylvania limited partnership, (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 a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book 9228, Page 454, and identified as UPI Nos. 32-4-86 and 32-3-21 (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property pursuant to a "Preliminary/Final Land Development Plan" prepared by D.L. Howell and Associates, Inc. dated July 3, 2019 and last revised October 2, 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 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 administrators, executors, successor, heirs, 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 devised, 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 administrators, executors, successors in interest, heirs, 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 buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as its 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
GUNNER PROPERTIES, LTD.,
a Pennsylvania limited partnership

By: GUNNER MANAGEMENT, INC.,
a Pennsylvania corporation, its general
partner

BY: 

Fred Gunther, President

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: _____

Guy A. Donatelli, Chairman

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS
:

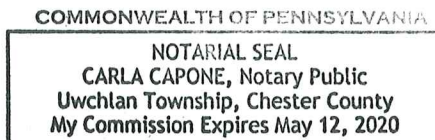
On this, the 25th day of September, 2019, before me, a Notary Public, the undersigned officer, personally appeared, Fred Gunther, who acknowledged himself to be the President of **GUNNER MANAGEMENT, INC.**, a Pennsylvania corporation, general partner of **GUNNER PROPERTIES, LTD.**, a Pennsylvania limited partnership, 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.

Carla Capone
Notary Public

(Notarial Seal)

My Commission Expires:



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 him/herself as Chairperson.

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

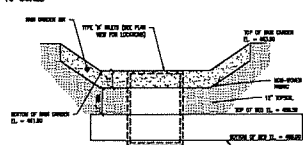
Notary Public

(Notarial Seal)

My Commission Expires:

APPENDIX “A”

NOT TO SCALE



2. INSTALL TEMPORARY DETENTION CONTROL, SHIPS AS SHOWN ON THE PLAN.

1. COMPLETE JOINT GRADING, IF APPLICABLE, CONNECT CROWN CURBS OR OTHER IMPEDIMENT BARRIERS AND PROVIDE PROTECTION TO THIS DRAINAGE AS PROVIDED FOR DRAINAGE COLLECTION SYSTEMS.
2. STABLE CHANNELS WITHIN THE LIMIT OF DISTURBANCE EXCEPT WITHIN THE BANK CHANNEL AREA. DO NOT EXPOSE OR DISRUPT EXISTING CHANNELS OR EXISTING BANKS UNLESS NECESSARY TO PROVIDE PROTECTION TO THE DRAINAGE OR TO AVOID DAMAGE TO THE EXISTING BANK.
3. EXCAVATE BANKS TO PREVENT ROOTS FROM BREACHING THE EXISTING SOIL SURFACES. DO NOT EXPOSE 30-INCH DIAMETER.
4. INSTALL BANK STABILIZATION WITH APPROVED EROSION CONTROL MEASURES ON PLAINS AND SLOPES. CONSIDERING TO ADOPT FOR EROSION CONTROL, LEAST TIME REQUIRED IS ACCEPTABLE IF NECESSARY.
5. PREPARE THE PLANNING ROAD TO MEET PLANNING REQUIREMENTS TO BE IN SITUATION.
6. COMPLETE JOINT GRADING TO ACHIEVE PROPER DRAINAGE BETWEEN EXISTING, LOWEST SPACE FOR UPPER LEVELS OF EXISTING, PLAIN OR TYPICAL, AS SPECIFIED ON PLANS.
7. PLANT VEGETATION ACCORDING TO PLANNING PLAN.
8. MAINTAIN AND MONITOR DRAINAGE DURING OR AFTER PLANT GROWTH OF THE DRAINAGE.

* THIS SECTION IS BEING EXHAUSTED. FRAMES AND BOTTLES MAY BE RETURNED

- [illegible]

2013

- FINE WITH WHITE SPICES (SEE SPECIFIED STEP 10)

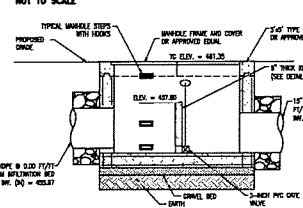
6. OTHER INFORMATION FOR THE APPLICANT (PLEASE PRINT)

- [illegible]

CRISTAL DECEMBER 1986 (CMM-108) -- SAN CARLOS MEX (FOR APPROVED COLUMBIAN)
 RETURNING INFO: 30 LB PER ACME W/44 & COVER CASH OF CRISTAL PVE AT 30 LB PER ACME

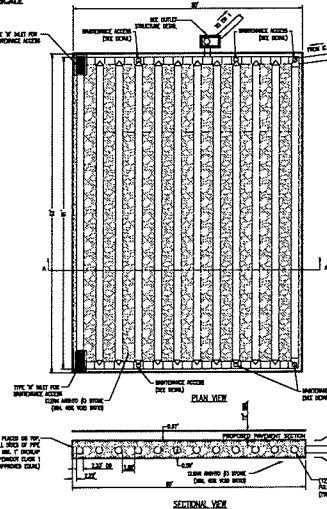
- [illegible]

NOT TO BE USED



THE VALVE IS TO BE REMAINED CLOSED DURING NORMAL FUNCTIONING CONDITIONS. SET THE HOME POSITION DUNE AS TO WHEN THE VALVE SHOULD BE OPENED.

NOTE TO SCALE



1. PROTECT IMPERVIOUS BED AREA FROM COMPACTION PRIOR TO INSTALLATION

1. IF THE INSTALLATION OF THE POPULAR INFLATION INDICATOR, UNDESIRABLE CONDITIONS ARE ENCOUNTERED, THE OWNER AND DESIGNER SHALL BE NOTIFIED AND THE PROPOSED INDICATOR BE REMOVED TO A MORE SUITABLE LOCATION ON THE PROJECT?
2. IF DISCUSSION OR RESOLVE IS ENCOUNTERED DURING THE INSTALLATION OF THE INFLATION SYSTEMS STOP WORK AND CONTACT THE WORKSHOP AND DESIGN ENGINEER FOR AN ALTERNATE STEP AND LOCATION OF NEW SIGN.
3. IF POSSIBLE, INSTALL INFLATION INDICATOR DURING LATE PHASES OF THE CONSTRUCTION TO PREVENT REDEMPTION AND/OR INCREASE PUBLIC CONSTRUCTION ACTIVITY.
4. INITIAL AND Ongoing PRIORITY COORDINATE AND DESIGNER CONTACT, REMAINS DURING CONSTRUCTION.
5. IF NECESSARY, COORDINATE INFLATION INDICATOR TO BE LOCATED IN DISCREETLY SUITABLE NEAR POOL BOOTS AND EXITS, DO NOT IMPACT BASEMENT, PRIOR TO PLACEMENT OF ACCENTRE, THE SURFACE OF THE BOTTOM OF THE SIGN SHALL BE ADJUSTED TO MATCHED PROPOSED INFLATION.
6. OWNER AND DESIGNER SHALL.

1. CONSTRUCTION IS TO BE FINISHED IN THE ABOVE SPECIFIED PERIOD OF TIME.

- [illegible]

5. REMOVE THE FLOOR FINISH AND STONE SHOULD BE LEFT CLEAN OF SOIL/DEBRIS DURING THE INSTALLATION PROCESS. IF INSPECTION INDICATES THAT SOIL/ DEBRIS HAS ENTERED ANY OF THE INTERJOINT SPACES, IMMEDIATELY REMOVE. DO NOT CLEAN THE JOINT/SPACES WITH A CHISEL, STONE, AND ETC. AS AN ALTERNATIVE TO THE FINISH AND STONE SHOULD

- [illegible]

1. MAY BE 3-MON TO 5-MON LONGEST CREDIT GOOD RECORD. MAY A HIGH LOW OF NO MORE THAN 12% ABOVE THE MARKET 3 PER MONTH SPECIFICATION. MAY 1. 1974. 12. 1974.

- ON SATUR AND SUNDAY, HAVE YOUR CAR OR RECREATION IN READY-TO-DRIVE-CONDITION.
- FOR SMALL GROUPS:**
- 1. SMALL GROUPS OF 10-20 PERSONS POLYGRAPHIC PRETESTS AND NEED THE FOLLOWING PREPAREDNESS:
 - a. HAVE THIRTEEN OR MORE (NINETY-ONE) 100 LBS.
 - b. HALLS NINETEEN PERSONS (NINETY-ONE) 225 LBS.
 - c. FLOOR MATS (NINETY-ONE) 100 LBS./sq. ft.
 - d. IF NECESSARY, AFTER 100 LBS. (NINETY-ONE) 100 LBS./sq. ft.
 - 2. NEW-SET OR NEW-CHANGING RUBBER MATS, NOT PERMITTED
 - 3. POLYGRAPHIC PRETESTS, RUBBER MATS, 100 LBS. (NINETY-ONE) 100 LBS./sq. ft.

* SEE SE. RECORDS WITH COMPLINT (V AFFIDAVIT)

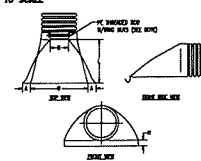
1. SHALL BE CONTINUOUSLY PERFORMED THROUGH WITHIN, WITH A MINIMUM INSIDE DIAMETER OF 8-60X4.

6. PRECAST CONCRETE WALLS AND MANHOLE: PRECAST CONCRETE WALLS MAY BE SUBSTITUTED FOR CAST-IN-PLACE STRUCTURES AND SHALL BE CONSTRUCTED

- [illegible]

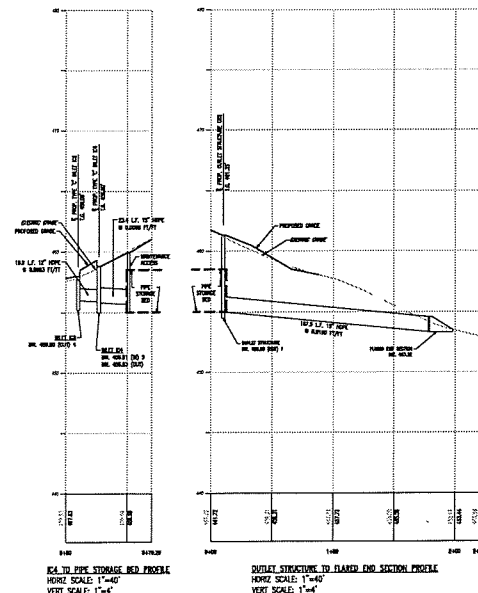
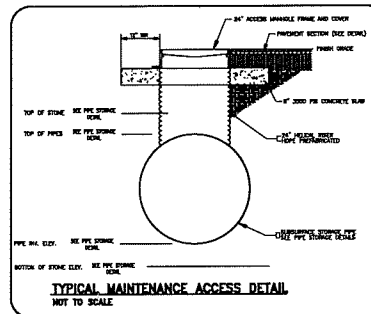
* FOLIO ANALYTICAL'S SPECIFICATIONS

NOT TO SCALE



| Year B.C. | Age | A | F (Dov) | H | L | N |
|-----------|---------|----|---------|-----|-----|-----|
| 1250-800 | 15-25 | 15 | 50 | 15 | 10 | 10 |
| 1250-800 | 25-35 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 35-45 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 45-55 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 55-65 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 65-75 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 75-85 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 85-95 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 95-105 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 105-115 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 115-125 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 125-135 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 135-145 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 145-155 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 155-165 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 165-175 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 175-185 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 185-195 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 195-205 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 205-215 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 215-225 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 225-235 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 235-245 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 245-255 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 255-265 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 265-275 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 275-285 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 285-295 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 295-305 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 305-315 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 315-325 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 325-335 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 335-345 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 345-355 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 355-365 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 365-375 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 375-385 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 385-395 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 395-405 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 405-415 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 415-425 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 425-435 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 435-445 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 445-455 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 455-465 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 465-475 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 475-485 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 485-495 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 495-505 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 505-515 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 515-525 | 15 | 100 | 100 | 100 | 100 |
| 1250-800 | 525-535 | 15 | 100 | 100 | 100 | |

NOTE: PE THROUGHS AND W/ING NUTS PROVIDED FOR END
SECTIONS 12'-0", 20' & 36' END SECTIONS TO BE
WELDED TO PIPE PER MANUFACTURER'S RECOMMENDATION



PREPARED BY & 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. 32-4-86, 32-3-21

PEDESTRIAN CROSSWALK MAINTENANCE AGREEMENT

THIS PEDESTRIAN CROSSWALK MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this 25th day of September, 2019, and effective the ____ day of ____, 2019, by and between GUNNER PROPERTIES, LTD., a Pennsylvania limited partnership ("Gunner"); and UPPER UWCHLAN TOWNSHIP, a municipal subdivision of the Commonwealth of Pennsylvania ("Township").

BACKGROUND

A. Gunner is legal owner of an approximately 9.016 acre tract of land situate at the intersection of Park Road and Pottstown Pike in Upper Uwchlan Township, Chester County, Pennsylvania, said tract being more particularly described in a Deed recorded in the Office of the Chester County Recorder of Deeds, Pennsylvania, in Deed Book 9228, Page 454 ("Property").

B. Final land development plan approval has been granted by the Township for the construction of an expansion of the existing parking lot on the Property pursuant to a plan entitled "Preliminary/Final Land Development Plan" dated July 3, 2019 and last revised October 2, 2019, prepared by D.L. Howell and Associates, Inc. and approved by the Township on August 19, 2019 ("Final Plan"), which plan was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____.

C. Pursuant to the Final Plan, Gunner is installing a pedestrian crosswalk ("Crosswalk") in the public right-of-way of Park Road, which is a Township road.

D. The Township has requested that Gunner maintain the Crosswalk and Gunner has agreed to maintain the Crosswalk, subject to the terms and conditions contained herein.

NOW, THEREFORE, Gunner and the Township, each intending to be legally bound, agree as follows:

1. Background. The background set forth above is incorporated into and made part of this Agreement.

2. Installation of the Crosswalk. Gunner shall cause the Crosswalk to be installed in a good and workmanlike manner in accordance with the Final Plan and applicable Township requirements.

3. Maintenance. Upon completion of initial installation of the Crosswalk and the final inspection and approval of the Crosswalk by the Township, Gunner shall maintain, repair and replace the Crosswalk in accordance with the Final Plan.

4. Default; Notice and Opportunity to Cure. In the event that Gunner fails to comply with the terms of this Agreement, the Township shall provide Gunner written notice of any work required of Gunner, specifying the areas of noncompliance and the steps that must be taken to cure the noncompliance. In the event that Gunner does not cure the noncompliance within thirty (30) days after receipt of said notice, or diligently pursue compliance in circumstances where compliance is not possible within said thirty (30) day period due to weather conditions or otherwise, or where otherwise determined in the discretion of the Township in an emergency situation that notice is not practical or expedient, the Township shall have the right, but not the obligation, to take whatever action is deemed necessary to maintain the Crosswalk. In the event that the Township performs any work and expends any funds in the performance of said work, Gunner shall reimburse the Township for all reasonable expenses incurred within thirty (30) days after receipt of an invoice from the Township. Failure of Gunner to make payment to the Township within said thirty (30) day period may result in enforcement proceeding, which may include the filing of a lien against the Property in the amount of said expenses, which filing is expressly authorized by Gunner. Notwithstanding the foregoing, Gunner shall have no responsibility for the modification, relocation or replacement of the Crosswalk.

5. Termination of Maintenance Obligations. In the event that the Township requires or approves the permanent discontinuance of use and removal of the Crosswalk and the Crosswalk is permanently discontinued and removed from the public right-of-way, Gunner shall have no further obligation to maintain the Crosswalk and this Agreement shall be automatically be extinguished and terminated. A termination of this Agreement shall be recorded in the Office of the Chester County Recorder of Deeds upon the request of the property owner of the Property or the Township.

6. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered either:

- (a) In person; or
- (b) By commercial overnight carrier that guarantees next day delivery and provides receipt for the same; or
- (c) By email (followed by hard copy delivered in accordance with the preceding subsections (a) or (b); and
- (d) Such notice is addressed as follows:

If to Township: Upper Uwchlan Township
 Attn: Township Manager
 140 Pottstown Pike
 Chester Springs, PA 19425
 cvargo@upperuwchlan-pa.gov

If to Gunner: Gunner Properties, Ltd.
 217 Pottstown Pike
 Chester Springs, PA 19425
 Email: fred@fredgunther.com

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Covenants Running with the Land. This Agreement and the provisions herein shall solely be covenants running with the land and shall automatically transfer to and be binding upon Gunner's successors in title to the Property. Neither Gunner nor any of its successors in title to the land shall have any liability under this Agreement after termination of their respective ownership interests in the Property.

10. Entire Agreement. This Agreement contains the entire agreement by and between Gunner and the Township with respect to the subject matter set forth herein and supersedes any prior oral or written understanding.

11. Descriptive Headings. The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the paragraph which follows the descriptive heading. Accordingly, descriptive headings have no effect whatsoever in determining the rights and obligations of the parties under this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the day and year first above written.

GUNNER PROPERTIES, LTD.,
a Pennsylvania limited partnership
By: GUNNER MANAGEMENT, INC.,
a Pennsylvania corporation, its general partner

By:


Fred Gunther, President

ATTEST:

UPPER UWCHLAN TOWNSHIP

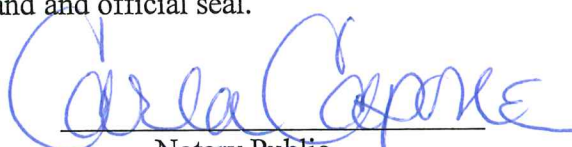
By:

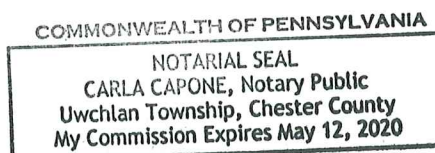

Guy A. Donatelli, Chairman

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

ON this 25th day of September, 2019, before me a Notary Public, the undersigned officer, personally appeared Fred Gunther, who acknowledged himself to be the President of GUNNER MANAGEMENT, INC., a Pennsylvania corporation, general partner of GUNNER PROPERTIES, LTD., a Pennsylvania limited partnership, and he that being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


 Notary Public



COMMONWEALTH OF PENNSYLVANIA :
 : ss.
 COUNTY OF CHESTER :

ON this _____ day of _____, 2019, before me a Notary Public, 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 being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained on behalf of the Township.

In witness whereof, I hereunto set my hand and official seal.

 Notary Public



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

160

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Manager Recruitment/Search
Consider Engagement with Roseann J. McGrath

DATE: October 10, 2019

The members of the Board have previously received materials provided by and subsequently interviewed Roseann J. McGrath in reference to assistance with the recruitment process specific to the position of Township Manager. Ms. McGrath is to provide guidance and coordinate all aspects of the recruitment/search process at a cost of \$125/hr., to be invoiced on a monthly basis. Ms. McGrath is well recognized and well respected in the field, having 32+ years of HR experience, 24 of which are in municipal management.

I would respectfully request that the Board approve the engagement of Roseann J. McGrath to assist in the Township Manager recruitment/search process, as outlined in the consultant/process overview at a rate of \$125/hr.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

161

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Professional Services Agreement

DATE: October 10, 2019

Attached for your review and consideration is a professional services agreement with ARRO Consulting. This agreement details the relationship by which ARRO Consulting will provide professional assistance with administrative and fiscal operations for an initial three (3) month term, renewable month to month thereafter. The scope, as outlined in the agreement is as follows, subject to additional duties as agreed upon:

1. Provide guidance and direction as needed to the Township's present staff with respect to the day-to-day activities, as well as projects in progress and the budget approval process for 2020.
2. Assist with hiring of the new Township manager via coordination with a recruiter selected and approved by the Board of Supervisors.
3. Provide coverage for meetings on specific days or evenings depending on the Township's needs and be available for consultation at other times in person and via telephone or electronic mail.
4. Coordinate with the Township's Project Manager and contractors during construction of the new/renovated Township building.
5. Provide professional services with respect to other matters pertaining to administrative and fiscal operations in the Township, as requested and authorized by the Township.
6. Assist and coordinate the onboarding process for the newly elected Township Supervisor.
7. Assist and coordinate the transition process for the newly selected Township Manager.

I would respectfully request that the Board approve the attach professional services agreement with ARRO Consulting.

PROFESSIONAL SERVICES AGREEMENT

1019-PC10

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

610-458-9400

and ARRO Consulting, Inc.
1450 E. Boot Road
Building 100, Suite 100-B
West Chester, PA 19380

484-999-6150

October 14, 2019

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide professional services to Upper Uwchlan Township (Township) as the Township's interim manager and/or other related matters pertaining to the Township as may be requested with respect to administrative and fiscal operations in Upper Uwchlan Township, Chester County, PA. ARRO will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

1. Provide guidance and direction as needed to the Township's present staff with respect to the day-to-day activities, as well as projects in progress and the budget approval process for 2020.
2. Assist with hiring of the new Township manager via coordination with a recruiter selected and approved by the Board of Supervisors.
3. Provide coverage for meetings on specific days or evenings depending on the Township's needs and be available for consultation at other times in person and via telephone or electronic mail.
4. Coordinate with the Township's Project Manager and contractors during construction of the new/renovated Township building.
5. Provide professional services with respect to other matters pertaining to administrative and fiscal operations in the Township, as requested and authorized by the Township.
6. Assist and coordinate the onboarding process for the newly elected Township Supervisor.
7. Assist and coordinate the transition process for the newly selected Township Manager.

SCHEDULE

The schedule of completion of assignments and provision of deliverables under this Agreement shall be mutually established in writing by ARRO and the Township for each individual assignment prior to ARRO initiating work on the assignment.

TERM OF AGREEMENT

The Term of the Agreement shall commence upon approval by the Township and shall remain in effect for a period of three (3) months, unless extended or terminated as provided herein, so long as payment is provided by the Township to ARRO, in accordance with this Agreement. Following the initial three (3) month term, the Agreement shall remain in effect on a month-to-month basis. Should services extend into calendar year 2020, ARRO will provide proposed rate increases and/or proposed contract changes to the Township by November 1, 2019 so that the Township will have sufficient time to consider related changes.

This Agreement for ARRO's services may be terminated by either party upon 30 days written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination.

Notices with respect to termination shall state the reason for termination and shall be sent via certified mail, return receipt requested, to:

ARRO Consulting, Inc.
108 West Airport Road
Lititz, PA 17543
Attention: President

The U.S. Postal Service date stamp shall establish the effective date of notification.

TOWNSHIP'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Township's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over projects, and such approvals and consents from others as may be necessary for completion of projects.
4. Assist ARRO by placing at its disposal all available information pertinent to projects including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Township deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.

6. Provide such accounting, legal, and insurance counseling services as may be required by the Township for projects or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the projects including any that may be raised by a third party.
7. Give prompt written notice to ARRO whenever the Township observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.

COMPENSATION

In consideration of the services performed by ARRO in accordance with this Agreement, the Township shall pay ARRO on a time and expenses basis. Labor will be at the rate of Seventy-Six Dollars (\$76) per hour. Mileage is included in this rate; unless the ARRO employee leaves the Township on Township business. ARRO will provide these services up to 20 hours per week. Labor charges will not be in excess of service hours. In the event that additional services hours are needed, the Township may request those services in writing. ARRO reserves the right to adjust the hourly labor rate for any services performed after December 31, 2019.

Reimbursable expenses, including mileage as defined above, will be billed in accordance with ARRO's standard rates, a copy of which is attached for calendar year 2019.

Invoices for services rendered will be descriptive on content to include personnel, time worked, task summary, rates, and similar information that may be reasonably requested by the Township. Invoices will be rendered monthly, and shall be paid within 30 days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

Upper Uwchlan Township

ARRO Consulting, Inc.

BY: _____

BY: _____

Printed Name: _____

G. Matthew Brown, P.E., DEE

TITLE: _____

TITLE: **Chairman &
Chief Executive Officer**

DATE: _____

DATE: **October 14, 2019**

Township's Designated Representative: _____



UPPER UWCHLAN TOWNSHIP

165

ADMINISTRATION

TO: Board of Supervisors
Cary Vargo, Township Manager
Shanna Lodge, Assistant Township Manager

FROM: Gwen Jonik, Township Secretary

RE: Byers Station Parcel 5C Commercial – Lot #2A/2B
Sewage Facility Planning Module to PaDEP

DATE: October 8, 2019

A Sewage Facility Planning Module (SFPM) has been prepared for Byers Station Parcel 5C Commercial Lot (Lot 2) by the Developer for review by PaDEP.

ARRO has reviewed the SFPM and recommends forwarding it to PaDEP for review.

The Board is respectfully requested to adopt the attached Resolution which authorizes submission of the SFPM to PaDEP for Departmental review.

Attachments:
Resolution
Project Narrative
Site Drawing

**RESOLUTION FOR PLAN REVISION
FOR NEW LAND DEVELOPMENT**

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Upper Uwchlan
(TOWNSHIP) (BOROUGH) (CITY), Chester COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS Byers Retail Acquisition, L.P. land developer has proposed the development of a parcel of land identified as

Byers Station Parcel 5C name of subdivision, and described in the attached Sewage Facilities Planning Module, and

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

WHEREAS, Upper Uwchlan Township municipality finds that the subdivision described in the attached

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

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

I _____, Secretary, _____
(Signature)

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

Municipal Address:

Upper Uwchlan Township

140 Pottstown Pike

Chester Springs, PA 19425

Telephone (610) 646-7007

Seal of

Governing Body

Project Narrative

'The Village at Byers Station' Lot 2A and 2B
Graphite Mine Road & Station Boulevard
Upper Uwchlan Township
Chester County, PA
PC1511922
Date: 2/2/18
Revised: 7/16/19

PREVIOUS APPROVAL

This submission is to amend the previously approved Sewer Planning Module for the development. The previous approvals was obtained from DEP on August 3, 2017 and June 27, 2018. The latest approval from 2018 was for this same area of the development, however, since this approval was obtained the layout has changed to include both a residential and commercial component, whereas the 2018 approval only contained a commercial component.

PROJECT DESCRIPTION

Executive Land Holdings, L.P. proposes to develop the remaining portion of a previously developed 29.79-acre tract at Graphite Mine Road & Station Boulevard. The existing 29.79-acre tract was subdivided into two lots – Lot #1 and Lot #2. Lot #1, which consists of 16.35 acres, contains a 121 unit townhome development was previously approved through PADEP (DEP Code No. 1-15954-341-3J).

As noted previously Lot #2 was approved, however, that was for commercial only. A new layout has been developed and consists of 13.44 acres, and will be subdivided into Lots #2A and #2B. Lot #2A will be developed with 55 townhome residential units, while Lot #2B will be developed to include 26,573 square feet of retail, office, and coffee/fast food establishments. Public sewer will service the development via a connection to the existing 8" PVC sanitary sewer main that runs within Proposed Road 'A' that was previously installed as part of the Lot #1 work. Sanitary sewage will be conveyed to the Route 100 Regional Wastewater Treatment Plant.

SEWAGE FLOW ANALYSIS

As noted previously Lot #2A and #2B 26,573 GSF of commercial space and 55 residential units total. The expected total sewerage flows are 12,872 gpd or 67 EDU (where 1 EDU = 225 gpd for commercial properties and 1 EDU = 185gpd for residential townhomes per Table 7 Upper Uwchlan Township Municipal Authority Route 100 Regional WWTP 2016 Chapter 94 Report.) The sewage flows for Lot 2 are based on uses outlined in the attached "Sanitary Sewerage Flow Calculations"

ALTERNATIVE SEWAGE DISPOSAL INVESTIGATION

Construction of Lot #2A and #2B at 'The Village at Byers Station' will require 67 EDUs, or 12,872 gpd. The proposed facilities will connect to the existing 8" PVC sanitary sewer main located in Proposed Road 'A' that was installed as part of the work completed to construct Lot #1. The decision to connect to the existing sanitary sewer main is based on the analysis of the site and surrounding conditions. On-lot absorption, treatment and spray irrigation or stream discharge would be less practical due to constraints including stormwater management, the predominance of impervious surface to serve the intended use, and administrative requirements of these alternatives. Therefore, connection to the public sanitary sewer system represents the most practical, environmentally sensitive, and economical alternative.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

169

ADMINISTRATION

TO: BOARD OF SUPERVISORS

FROM: Gwen Jonik, Township Secretary

RE: Disposition of Township Property – Approval/Rejection of High Bids

DATE: October 11, 2019

The following items were posted for electronic auction via Municibid. The generator and the air conditioning system, previously in use at the Township Building, are being replaced during the building renovation project and cannot be used elsewhere in Township-owned facilities. Public Works replaced the cutoff saw. The electronic auction public notice was published in the Daily Local News, as required.

Stihl TS400 CutOff Saw

Number of bids received: 31
The high bid is \$170.00

Mitsubishi Electric Mr. Slim condensing unit and inverter

Number of bids received: 16
The high bid is \$62.00

The Board is requested to accept the high bids of \$170.00 for the Saw and \$62.00 for the condensing unit-inverter, and approve the sales to the high bidders.

HIPOWER GENERATOR MODEL HGM65M6U

Page viewed 407 times
Number of bids received: 15
The high bid is \$3,500.00
We had placed a 'reserve price' on this item, which isn't visible to bidders, of \$10,000, which was in the middle of the range of value as suggested by the Firm that services our generators.

The Board is requested to reject the high bid for this item. The high bidder contacted me after the bid closed, knowing the reserve price wasn't met, and would like to negotiate further.