



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>
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

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

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		
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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

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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
Mike Heckman, Director of Public Works
Dave Leh, P.E., Gilmore & Associates

Kristin Camp, Esq., Township Solicitor
Nancy Sage, Court Reporter

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/Fettters 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	BOROPOTT 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	DWVCT 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

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	MARKHO10 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	TRAIISR TRAIISR 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

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Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	76	0	414,145.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	76	0	414,145.91	0.00

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

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
			<u>319.72</u>					
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
			<u>751.60</u>					
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
			<u>321.75</u>					
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
			<u>1,050.00</u>					
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
			<u>150.00</u>					
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
			<u>100.00</u>					
19-01369	10/14/19	BRANDWIN BRANDYWINE CONSERVANCY 1 historic - ordinance update	710.00	01-414-001-366 Ordinance Update	Expenditure	Aprv	9	1
			<u>710.00</u>					
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

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
			3,034.95	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
			56.00					
19-01377	10/14/19	CAMPBUDR CAMPBELL DURRANT, P.C. 1 twp - general matters	150.00	535 SMITHFIELD STREET 01-404-000-311 Non Reimbursable Legal	Expenditure	Aprv	24	1
			150.00					
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
			1,597.00					
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
			6,915.60					
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
			307.98					
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

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
			171.02	Supplies				
19-01375	10/14/19	COLON010 COLONIAL ELECTRIC SUPPLY CO., 1 milford - light	91.40	201 W. CHURCH ROAD 01-409-004-200 Supplies	Expenditure	Aprv	17	1
			91.40					
19-01378	10/14/19	COMCA010 COMCAST 1 township	224.07	P.O. BOX 70219 01-409-003-450 Contracted Services	Expenditure	Aprv	25	1
19-01378	10/14/19	2 pw	196.85	01-409-001-450 Contracted Services	Expenditure	Aprv	26	1
			420.92					
19-01373	10/14/19	CONWAY01 CONWAY POWER EQUIPMENT, INC. 1 parks - spring	8.68	1614 EAST STRASBURG ROAD 01-454-001-200 Supplies	Expenditure	Aprv	14	1
			8.68					
19-01381	10/14/19	DELAW030 DELAWARE VALLEY HEALTH TRUST 1 admin	7,181.92	PO Box 95000-5440 01-401-000-156 Employee Benefit Expens	Expenditure	Aprv	32	1
19-01381	10/14/19	2 pd	26,470.63	01-410-000-156 Employee Benefit Expense	Expenditure	Aprv	33	1
19-01381	10/14/19	3 codes	5,965.23	01-413-000-156 Employee Benefit Expens	Expenditure	Aprv	34	1
19-01381	10/14/19	4 pw	11,860.67	01-438-000-156 Employee Benefit Expense	Expenditure	Aprv	35	1
19-01381	10/14/19	5 pw - facilities	5,589.61	01-438-001-156 Employee Benefit Expense	Expenditure	Aprv	36	1
			57,068.06					
19-01383	10/14/19	DELTRUST DELAWARE VALLEY PROP&LIA TRST 1 township	2,759.08	P.O. BOX 95000-5725 01-409-003-351 Insurance Property	Expenditure	Aprv	43	1
19-01383	10/14/19	2 milford	394.15	01-409-004-351 Insurance - property	Expenditure	Aprv	44	1
19-01383	10/14/19	3 hp	788.31	01-454-002-351 Insurance-Property	Expenditure	Aprv	45	1
19-01383	10/14/19	4 upland	788.31	01-454-005-351 Insurance - Building	Expenditure	Aprv	46	1
19-01383	10/14/19	5 pw	2,364.93	01-409-001-351 Insurance-Property	Expenditure	Aprv	47	1
19-01383	10/14/19	6 ff	788.31	01-454-003-351 Insurance Property	Expenditure	Aprv	48	1
19-01383	10/14/19	7 exec	4,662.34	01-400-000-352 Insurance-Liability	Expenditure	Aprv	49	1
19-01383	10/14/19	8 admin	105.87	01-401-000-352 Insurance - Liability	Expenditure	Aprv	50	1
19-01383	10/14/19	9 pd	3,637.45	01-410-000-352 Insurance - Liability	Expenditure	Aprv	51	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	
19-01383	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						
10/14/19 DEMAR010 JOHN DEMARCO									
19-01384	10/14/19	1 july-sept services	344.25	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	60	1	
			344.25						
10/14/19 DIFFSAND SANDRA M. DIFFENDAL									
19-01388	10/14/19	1 travel for trainings	135.12	01-401-000-317 Parking/Travel	Expenditure	Aprv	65	1	
			135.12						
10/14/19 DIGITALL DIGITAL-ALLY									
19-01389	10/14/19	1 pd - battery	328.00	PO BOX 413183 01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	66	1	
			328.00						
10/14/19 DOWNTDEZ LINDA JACOBS DOWNTOWN DEZIGN									
19-01386	10/14/19	1 fall 2019 newsletter	835.00	238 E. HIGH STREET 01-400-000-342 Printing	Expenditure	Aprv	63	1	
			835.00						
10/14/19 DRUGS010 DRUGSCAN. INC.									
19-01387	10/14/19	1 pd - labs	235.00	PO BOX 536627 01-410-000-450 Contracted Services	Expenditure	Aprv	64	1	
			235.00						
10/14/19 DVWCT DELAWARE VALLEY WORKERS COMP									
19-01382	10/14/19	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
			<u>14,558.50</u>	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
			<u>150.00</u>	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
				Supplies				
19-01391	10/14/19	2 codes - tape/rag	17.07	01-413-000-200	Expenditure	Aprv	69	1
				Supplies				
19-01391	10/14/19	3 pw - caulk gun	9.49	01-438-000-200	Expenditure	Aprv	70	1
				Supplies				
19-01391	10/14/19	4 pw - paint	18.87	01-438-000-200	Expenditure	Aprv	71	1
				Supplies				
19-01391	10/14/19	5 hp - hardware	14.37	01-454-002-200	Expenditure	Aprv	72	1
				Supplies-Hickory				
19-01391	10/14/19	6 pd - wipes, bolts, batteries	26.46	01-410-000-260	Expenditure	Aprv	73	1
				Small Tools & Equipment				
19-01391	10/14/19	7 parks - eye quick snap	4.49	01-454-001-200	Expenditure	Aprv	74	1
			<u>95.24</u>	Supplies				
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
			<u>159.99</u>	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
			<u>10.53</u>	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
				Supplies				
19-01394	10/14/19	2 parks - herbicide	49.00	01-454-001-200	Expenditure	Aprv	78	1
			<u>729.00</u>	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
			<u>497.34</u>	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

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
19-01399	10/14/19	2 september general services	1,309.68	Non Reimbursable 01-408-000-313 Non Reimbursable	Expenditure	Aprv	84	1
			<u>1,710.93</u>					
19-01396	10/14/19	10/14/19 GLASG010 GLASGOW, INC. 1 2019 road resurfacing	244,222.00	PO BOX 1089 01-438-000-720 Road Resurfacing	Expenditure	Aprv	80	1
			<u>244,222.00</u>					
19-01398	10/14/19	10/14/19 GLENM010 GLENMOORE FIRE COMPANY 1 reimbursement - lcr fire	100.00	P. O. BOX 550 01-400-000-463 Misc expenses	Expenditure	Aprv	82	1
			<u>100.00</u>					
19-01397	10/14/19	10/14/19 GUTHL010 GUTH LABORATORIES, INC. 1 pd - solutions	86.98	590 NORTH 67TH STREET 01-410-000-260 Small Tools & Equipment	Expenditure	Aprv	81	1
			<u>86.98</u>					
19-01403	10/14/19	10/14/19 HANKINGP THE HANKIN GROUP 1 415 eagleview lease pay 7 & 8	16,656.00	707 EAGLEVIEW BOULEVARD 01-409-003-380 Rent	Expenditure	Aprv	93	1
			<u>16,656.00</u>					
19-01404	10/14/19	10/14/19 HATHO010 H.A. THOMSON 1 c vargo renewal bond	245.00	LUDWIGS CORNER PROFESSIONAL CE 01-400-000-350 Insurance-Bonding	Expenditure	Aprv	94	1
			<u>245.00</u>					
19-01400	10/14/19	10/14/19 HAWEI010 H.A. WEIGAND, INC. 1 jumbo signs	265.50	1409 STATE ROAD 01-433-000-200 Supplies	Expenditure	Aprv	85	1
19-01400	10/14/19	2 overlay signage	1,016.70	01-433-000-200 Supplies	Expenditure	Aprv	86	1
19-01400	10/14/19	3 30x30, jumbo	141.65	01-433-000-200 Supplies	Expenditure	Aprv	87	1
19-01400	10/14/19	4 2 - 30x30	93.90	01-433-000-200 Supplies	Expenditure	Aprv	88	1
			<u>1,517.75</u>					
19-01406	10/14/19	10/14/19 HDCHESTE H-D OF CHESTER SPRINGS 1 pd - lk service	341.46	12 POTTSTOWN PIKE 01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	96	1
			<u>341.46</u>					
19-01401	10/14/19	10/14/19 HELPNOW HELP-NOW,LLC 1 monthly guardian services	2,721.63	15 E UWCHLAN AVE 01-407-000-450 Contracted Services	Expenditure	Aprv	89	1
19-01401	10/14/19	2 admin - service tickets	23.75	01-401-000-450 Contracted Services	Expenditure	Aprv	90	1
19-01401	10/14/19	3 pd - service tickets	47.50	01-410-000-450	Expenditure	Aprv	91	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
			2,792.88	Contracted Services				
19-01405	10/14/19	HIGHSWAR HIGH SWARTZ LLP 1 litigation vs. sunoco pipeline	583.50	40 EAST AIRY STREET 01-404-000-311 Non Reimbursable Legal	Expenditure	Aprv	95	1
			583.50					
19-01402	10/14/19	HONEYBRO HONEY BROOK OUTDOOR POWER 1 parks - pulley, deck spring	57.10	4270 HORSESHOE PIKE 01-454-001-200 Supplies	Expenditure	Aprv	92	1
			57.10					
19-01411	10/14/19	INDEPGRA INDEPENDENT GRAPHICS 1 fall 2019 newsletter	1,971.31	PO BOX 703 01-400-000-342 Printing	Expenditure	Aprv	101	1
			1,971.31					
19-01409	10/14/19	INTCODE INTERNATIONAL CODE COUNCIL INC 1 codes - plan review pdf	35.95	25442 NETWORK PLACE 01-413-000-200 Supplies	Expenditure	Aprv	99	1
			35.95					
19-01407	10/14/19	IRONART IRON ART & DESIGN 1 ff - railings	1,504.90	355 NORTH RAILROAD AVE 01-454-003-450 Contracted Services	Expenditure	Aprv	97	1
			1,504.90					
19-01410	10/14/19	IRONM010 IRON MOUNTAIN 1 off site storage	704.10	P.O. BOX 27128 01-401-000-450 Contracted Services	Expenditure	Aprv	100	1
			704.10					
19-01408	10/14/19	JONESSTE STEVEN R. JONES 1 may - august services	18.89	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	98	1
			18.89					
19-01412	10/14/19	KEENC010 KEEN COMPRESSED GAS COMPANY 1 pw - cylinder rentals	20.70	PO BOX 15151 01-438-000-450 Contracted Services	Expenditure	Aprv	102	1
			20.70					
19-01414	10/14/19	LANCERLP LANCER SYSTEMS LP 1 pd - patrol rifle	1,499.00	2800 MILFORD SQUARE PIKE 01-410-000-260 Small Tools & Equipment	Expenditure	Aprv	109	1
			1,499.00					
19-01415	10/14/19	LEVEN010 LEVENGOOD SEPTIC SERVICE 1 hp - pumped holding tank	265.00	287 BUCKHEAD LANE 01-454-002-450 Contracted Services	Expenditure	Aprv	110	1
19-01415	10/14/19	2 hp - pumped holding tank	265.00	01-454-002-450	Expenditure	Aprv	111	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
			530.00	Contracted Services				
				10/14/19 LINESYST TELESYSTEM				
19-01426	10/14/19	1 pw	248.44	PO BOX 826590 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					
				10/14/19 LUDWI060 LUDWIG'S CORNER SUPPLY CO.				
19-01413	10/14/19	1 fish line, sprayer	17.78	1230 POTTSTOWN PIKE 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					
				10/14/19 MARKH010 MARK HAGERTY				
19-01440	10/14/19	1 court reporter - donoghue	159.50	OFFICIAL COURT REPORTER 01-414-001-301 Court Reporter	Expenditure	Aprv	163	1
			159.50					
				10/14/19 MGL00010 MGL PRINTING SOLUTIONS				
19-01416	10/14/19	1 twp - envelopes	114.00	154 South Street 01-401-000-200 Supplies	Expenditure	Aprv	112	1
			114.00					
				10/14/19 NAPA0010 NAPA				
19-01418	10/14/19	1 pw - pump	81.06	PO BOX 461 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 PECO0010 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 Utilities	Expenditure	Aprv	171	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
19-01442	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>					
19-01385	10/14/19	10/14/19 PETERDRI PETER DRINKWATER 1 mileage	64.96	483 LEE PLACE 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>					
19-01420	10/14/19	10/14/19 POZZA005 ADAM D. POZZA 1 2019 services	20.00	483 LEE PLACE 01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	135	1
			<u>20.00</u>					
19-01421	10/14/19	10/14/19 PSATS010 PA ASSOCIATES OF TOWNSHIP SUPE 1 fall forum - jamie goncharoff	75.00	4855 WOODLAND DRIVE 01-400-000-460 Meeting & Conferences	Expenditure	Aprv	136	1
			<u>75.00</u>					
19-01422	10/14/19	10/14/19 RESPELEC RESPONSE ELECTRIC, INC. 1 hp - lighting proposal	4,980.00	6301 5th STREET 01-454-002-450 Contracted Services	Expenditure	Aprv	137	1
			<u>4,980.00</u>					
19-01423	10/14/19	10/14/19 SCHWA010 SCHWAAB, INC. 1 admin - stamper	50.54	ACCS. RECEIVABLE 01-401-000-200 Supplies	Expenditure	Aprv	138	1
			<u>50.54</u>					
19-01425	10/14/19	10/14/19 STAPLADV STAPLES ADVANTAGE 1 admin-office/kitchen supplies	529.75	PO BOX 105638 01-401-000-200 Supplies	Expenditure	Aprv	140	1
			<u>529.75</u>					
19-01424	10/14/19	10/14/19 STAPLCRP STAPLES CREDIT PLAN 1 pd - office supplies	176.04	PO BOX 78004 01-410-000-200 Supplies	Expenditure	Aprv	139	1
			<u>176.04</u>					
19-01427	10/14/19	10/14/19 TRAIRS TRAIRS BY MCMAHON 1 august services	6,676.84	425 COMMERCE DRIVE 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						

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>						
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>						
19-01431	10/14/19	1 ff - internet	124.99	01-454-003-320	Telephone	Expenditure	Aprv	148	1
			<u>124.99</u>						
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>						
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>						
19-01435	10/14/19	1 pw - sodium chloride bid	40.46	01-438-000-341	Advertisiting	Expenditure	Aprv	154	1
			<u>40.46</u>						
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>						
19-01436	10/14/19	1 pd - shred bins	80.00	01-410-000-200	Supplies	Expenditure	Aprv	155	1
			<u>80.00</u>						
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

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

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

There are NO errors or warnings in this listing.

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

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
758	10/09/19	AFLAC010 AFLAC	787.88		2089

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	787.88	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	787.88	0.00

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

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 Contract	Ref Num
PO #	Item	Description					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			
			<u>6,283.98</u>				
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			
			<u>107.15</u>				
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			
			<u>2,827.77</u>				
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			
			<u>6,319.32</u>				
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	Ref Seq	Acct
884		BANK OF AMERICA							
		Continued							
19-01456	5	pd - amazon prime	13.77	01-410-000-420	Expenditure		5	1	
				Dues/Subscription/Memb					
19-01456	6	pd - amazon	42.49	01-410-000-316	Expenditure		6	1	
				Training/Seminar					
19-01456	7	pd - windham weaponry	172.16	01-410-000-316	Expenditure		7	1	
				Training/Seminar					
19-01456	8	pd - amazon	18.01	01-410-000-316	Expenditure		8	1	
				Training/Seminar					
19-01456	9	twp - cchra	216.00	01-401-000-420	Expenditure		9	1	
				Dues/Subscriptions/Mem					
19-01456	10	pw - amazon	11.49	01-438-000-245	Expenditure		10	1	
				Highway Supplies					
19-01456	11	pw - postage	84.01	01-410-000-215	Expenditure		11	1	
				Postage					
19-01456	12	twp - gfoa	460.00	01-401-000-450	Expenditure		12	1	
				Contracted Services					
19-01456	13	twp - cengage	127.19	01-401-000-174	Expenditure		13	1	
				Tuition Reimbursements					
19-01456	14	twp - target	15.89	01-401-000-200	Expenditure		14	1	
				Supplies					
19-01456	15	twp - chegg	8.47	01-401-000-174	Expenditure		15	1	
				Tuition Reimbursements					
19-01456	16	pd - home depot	189.14	01-410-000-200	Expenditure		16	1	
				Supplies					
19-01456	17	twp - psats	99.00	01-401-000-316	Expenditure		17	1	
				Training & Seminars					
19-01456	18	twp - microsoft	2,054.30	01-407-000-450	Expenditure		18	1	
				Contracted Services					
19-01456	19	twp - dccc	173.95	01-401-000-174	Expenditure		19	1	
				Tuition Reimbursements					
19-01456	20	twp - new w4	197.00	01-401-000-316	Expenditure		20	1	
				Training & Seminars					
19-01456	21	pw - cvs	40.00	01-438-000-450	Expenditure		21	1	
				Contracted Services					
19-01456	22	pw - eastwood	312.93	01-438-000-200	Expenditure		22	1	
				Supplies					
19-01456	23	pw - visco	76.11	01-438-000-316	Expenditure		23	1	
				Training/Seminar					
19-01456	24	twp - survey monkey	34.98	01-401-000-420	Expenditure		24	1	
				Dues/Subscriptions/Mem					
19-01456	25	twp - business journals	140.00	01-401-000-420	Expenditure		25	1	
				Dues/Subscriptions/Mem					
			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

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	MCPMAH010 MCPMAHON 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

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

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account	Account Type	Status	Seq	Acct
19-01472	10/14/19	ALLANMY ALLAN MYERS 1 park road trail payment #6	324,917.70	PO BOX 98 30-455-000-651 Phase IV - Park Road Trail	Expenditure	Aprv	10	1
			<u>324,917.70</u>					
19-01476	10/14/19	BAVERGOR GORDON H. BAVER, INC. 1 payment application #5	203,566.76	187 WEST EIGHTH STREET 30-409-002-610 Township Building Expansion	Expenditure	Aprv	14	1
			<u>203,566.76</u>					
19-01474	10/14/19	BLACK010 DAVID BLACKMORE & ASSOC, INC. 1 twp bldg project payment #2	4,196.75	3335 West Ridge Pike 30-409-002-610 Township Building Expansion	Expenditure	Aprv	12	1
			<u>4,196.75</u>					
19-01470	10/14/19	CUMMINS CUMMINS SALES AND SERVICE 1 twp bldg - generator	39,595.97	PO BOX 786567 30-409-002-610 Township Building Expansion	Expenditure	Aprv	7	1
19-01470	10/14/19	2 twp bldg - generator	4,379.03	30-409-002-610 Township Building Expansion	Expenditure	Aprv	8	1
			<u>43,975.00</u>					
19-01469	10/14/19	GILMO020 GILMORE & ASSOCIATES, INC 1 upland - design services	26.25	65 E. BULTER AVENUE, SUITE 100 30-454-004-600 Capital Construction - Upland	Expenditure	Aprv	4	1
19-01469	10/14/19	2 eagle park construction	191.25	30-506-000-100 Village of Eagle Design	Expenditure	Aprv	5	1
19-01469	10/14/19	3 twp - september services	2,161.75	30-409-002-610 Township Building Expansion	Expenditure	Aprv	6	1
			<u>2,379.25</u>					
19-01473	10/14/19	GLASG010 GLASGOW, INC. 1 pw bldg - material	2,179.98	PO BOX 1089 30-409-003-600 Capital Construction - PW Building	Expenditure	Aprv	11	1
			<u>2,179.98</u>					
19-01475	10/14/19	GMMECHAN GM MECHANICAL, INC 1 payment application #4	7,515.00	10 SCHOOL LANE 30-409-002-610 Township Building Expansion	Expenditure	Aprv	13	1
			<u>7,515.00</u>					
19-01468	10/14/19	HINEASSO HINE & ASSOCIATES 1 huss residence - tree planting	6,975.00	3108 RIDGE PIKE 30-455-000-651 Phase IV - Park Road Trail	Expenditure	Aprv	3	1
			<u>6,975.00</u>					
19-01471	10/14/19	KRISACON KRISANNA CONSTRUCTION, INC. 1 payment request #6	36,355.58	PO BOX 124 30-506-000-600 Construction - Village of Eagle	Expenditure	Aprv	9	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
			36,355.58					
19-01467	10/14/19	10/14/19 1 july services	2,940.00	10/14/19 MCMAH010 MCMAHON ASSOCIATES, INC. 425 COMMERCE DRIVE 30-455-000-651	Expenditure	Aprv	1	1
19-01467	10/14/19	2 august services	11,498.70	Phase IV - Park Road Trail 30-455-000-651	Expenditure	Aprv	2	1
			14,438.70					
19-01477	10/14/19	10/14/19 WESCOTT WESCOTT ELECTRIC COMPANY 1 payment application #3	112,770.00	PO BOX 278 30-409-002-610	Expenditure	Aprv	15	1
			112,770.00	Township Building Expansion 2018-2020				

Checks:	<u>Count</u> 11	<u>Line Items</u> 15	<u>Amount</u> 759,269.72
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There are NO errors or warnings in this listing.

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	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	129,267.81	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	129,267.81	0.00

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

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
			<u>34,225.26</u>					
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
			<u>15,085.04</u>					
19-01460	10/14/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 sw - trash collections	17.50	118 W. MARKET STREET 05-427-000-314 Legal Fees	Expenditure	Aprv	3	1
			<u>17.50</u>					
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
			<u>17,978.53</u>					
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
			<u>3,348.11</u>					

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.

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

37

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	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	1,461.75	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	1,461.75	0.00

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. 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
19-01464	10/14/19	GILMO020 GILMORE & ASSOCIATES, INC 1 ms4 permit	65.00	65 E. BULTER AVENUE, SUITE 100 08-420-000-035 Permits	Expenditure	Aprv	1	1
			65.00					
19-01466	10/14/19	GLASG010 GLASGOW, INC. 1 stormwater - dartmouth	479.08	PO BOX 1089 08-446-000-200 Supplies	Expenditure	Aprv	3	1
19-01466	10/14/19	2 stormwater - deerhaven	135.59	08-446-000-200 Supplies	Expenditure	Aprv	4	1
			614.67					
19-01465	10/14/19	NEWENT NEW ENTERPRISE STONE & LIME CO 1 stormwater - stone	782.08	PO BOX 645211 08-446-000-200 Supplies	Expenditure	Aprv	2	1
			782.08					

Checks:	<u>Count</u> 3	<u>Line Items</u> 4	<u>Amount</u> 1,461.75
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There are NO errors or warnings in this listing.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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

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	<u>5,525,695</u>

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	<u>729,286</u>

Total Solid Waste Fund **729,286**

Liquid Fuels Fund

Fulton Bank	831,989
	<u>831,989</u>

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
	<u>5,270,476</u>

Total Capital Projects Fund **5,270,476**

Act 209 Impact Fund

Fulton Bank	542,722
	<u>542,722</u>

Total Act 209 Impact Fund **542,722**

Water Resource Protection Fund

Fulton Bank	75,706
	<u>75,706</u>

Total Water Resource Protection Fund **75,706**

Sewer Fund

PSDLAF	84
Fulton Bank	106,369
	<u>106,453</u>

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

	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>
	<u>Total Capital Fund</u>	<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	-	-	-	-	-	-	-	-
Cuttler 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	\$ 1,075.00	\$ 1,075.00	-	-	-	-	1,075.00	\$ 1,075.00

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	\$ 57,000.00	\$ -	57,000.00	-	-	-	-	57,000.00

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

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		5,525,695.41

Investments			
01-120-000-100	Certificate of Deposit - 1/2/21		269,691.36
			269,691.36

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		163,583.33

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		84,746.74

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

Total Assets	6,043,716.84
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LIABILITIES AND FUND BALANCE

Accounts Payable			
01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		48,391.81
	Total Accounts Payable		48,391.81

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

Other Current Liabilities		
01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	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

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

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%
		<u>51,263.28</u>	<u>73,341.00</u>	<u>(22,077.72)</u>	<u>69.9%</u>
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%
		<u>546,169.31</u>	<u>722,630.00</u>	<u>(176,460.69)</u>	<u>75.6%</u>
AUDIT					
01-402-000-450	Contracted Services	27,550.00	27,300.00	250.00	100.9%
		<u>27,550.00</u>	<u>27,300.00</u>	<u>250.00</u>	<u>100.9%</u>
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%
		<u>10,874.65</u>	<u>14,035.00</u>	<u>(3,160.35)</u>	<u>77.5%</u>

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

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%
		<u>29,827.18</u>	<u>45,000.00</u>	<u>(15,172.82)</u>	<u>66.3%</u>
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%
		<u>74,311.63</u>	<u>92,070.00</u>	<u>(17,758.37)</u>	<u>80.7%</u>
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!
		<u>72,077.49</u>	<u>169,500.00</u>	<u>(97,422.51)</u>	<u>42.5%</u>
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!
		<u>213,712.21</u>	<u>218,623.00</u>	<u>(4,910.79)</u>	<u>97.8%</u>

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

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	Overtime 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-Reimburseable-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%
		<u>1,670,087.23</u>	<u>2,227,139.00</u>	<u>(557,051.77)</u>	<u>75.0%</u>
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!
01-411-000450	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%
		<u>328,705.48</u>	<u>368,099.00</u>	<u>(39,393.52)</u>	<u>89.3%</u>

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

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	27,038.00	27,038.00	-	100.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		<u>27,038.00</u>	<u>27,038.00</u>	<u>-</u>	<u>100.0%</u>
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!
		<u>289,173.86</u>	<u>417,847.00</u>	<u>(128,673.14)</u>	<u>69.2%</u>
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!
		<u>7,120.78</u>	<u>38,500.00</u>	<u>(31,379.22)</u>	<u>18.5%</u>
VILLAGE CONCEPT					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		<u>-</u>	<u>1,000.00</u>	<u>(1,000.00)</u>	<u>0.0%</u>
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%
		<u>1,183.68</u>	<u>9,800.00</u>	<u>(8,616.32)</u>	<u>12.1%</u>

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

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%
		<u>2,761.79</u>	<u>7,850.00</u>	<u>(5,088.21)</u>	<u>35.2%</u>
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%
		<u>23,051.93</u>	<u>27,314.00</u>	<u>(2,262.07)</u>	<u>84.4%</u>
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%
		<u>3,221.95</u>	<u>6,000.00</u>	<u>(2,778.05)</u>	<u>53.7%</u>
SIGNALS					
01-434-000-450	Contracted Services	48,626.84	26,632.00	21,994.84	182.6%
		<u>48,626.84</u>	<u>26,632.00</u>	<u>21,994.84</u>	<u>182.6%</u>
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%
		<u>837,747.15</u>	<u>1,082,480.00</u>	<u>(244,732.85)</u>	<u>77.4%</u>

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

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
<i>Public Works - Facilities Division</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!
		<u>107,763.60</u>	<u>148,387.00</u>	<u>(40,623.40)</u>	<u>72.6%</u>
ROAD CONSTRUCTION					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		<u>-</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
PARK & RECREATION					
<i>Parks - General</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%
		<u>192,199.03</u>	<u>275,585.00</u>	<u>(83,385.97)</u>	<u>69.7%</u>
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%
		<u>31,505.86</u>	<u>40,153.00</u>	<u>(8,647.14)</u>	<u>78.5%</u>

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

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%
		<u>18,160.00</u>	<u>48,653.00</u>	<u>(30,493.00)</u>	<u>37.3%</u>
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%
		<u>665.00</u>	<u>9,000.00</u>	<u>(8,335.00)</u>	<u>7.4%</u>
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!
		<u>16,968.48</u>	<u>71,653.00</u>	<u>(54,684.52)</u>	<u>23.7%</u>
	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%
		<u>-</u>	<u>5,000.00</u>	<u>(5,000.00)</u>	<u>0.0%</u>
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%
		<u>36.00</u>	<u>2,500.00</u>	<u>(2,464.00)</u>	<u>1.4%</u>
	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

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**

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

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**

ASSETS

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

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>-</u>
			190,953.16

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		<u>-</u>
	Total Other Current Assets		2,962.32

Total Assets **\$ 923,201.72**

LIABILITIES AND FUND BALANCE

Accounts Payable

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

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		<u>142,422.59</u>
	Total Other Current Liabilities		145,463.17

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

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

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**

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
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LIABILITIES AND FUND BALANCE

Accounts Payable			
08-200-000-000	Accounts Payable		-
08-258-000-000	Accrued Expenses		-
	Total Accounts Payable		<u>-</u>

Other Current Liabilities

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

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

Total Fund Balance		\$ 75,706.42
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Total Liabilities & Fund Balance		\$ 75,706.42
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Upper Uwchlan Township
Water Resource Protection 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					
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	-	-	-	#DIV/0!
08-392-000-010	Transfer from the General Fund	-	330,000.00	(330,000.00)	0%
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
	Miscellaneous Revenue	-	282,432.00	(282,432.00)	0%
				-	#DIV/0!
Total Revenues		\$ 1,624.25	\$ 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

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

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**

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		(3,459,305.89)
			<u>22,642,799.52</u>
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		(28,125.39)
			<u>5,374,717.36</u>
Total Liabilities			5,436,121.52
Equity			
15-272-000-100	Unrestricted Net Assets		17,354,730.28
	Current Period Net Income (Loss)		(41,599.59)
	Total Equity		<u>17,313,130.69</u>
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

65

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**

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**

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!
		<u>6,845,722.74</u>	<u>5,768,095.00</u>	<u>1,077,627.74</u>	<u>119%</u>
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!
30-409-002-510	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	<u>950,356.64</u>	<u>3,093,400.00</u>	<u>(2,143,043.36)</u>	<u>31%</u>
Police					
30-410-000-700	Capital Purchases- Police	131,087.70	73,000.00	58,087.70	180%
	Future Purchase	-	-	-	#DIV/0!
		<u>131,087.70</u>	<u>73,000.00</u>	<u>58,087.70</u>	<u>180%</u>
Codes					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		<u>-</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
Emergency Management					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		<u>-</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
Public Works					
30-438-000-700	Capital Purchases-Vehicles	5,775.00	-	5,775.00	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	13,551.72	16,200.00	(2,648.28)	84%
	Total Public Works	<u>19,326.72</u>	<u>16,200.00</u>	<u>3,126.72</u>	<u>#DIV/0!</u>
Roads					
30-502-434-700	Traffic Signals	13,931.67	-	13,931.67	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	-	-	#DIV/0!
		<u>13,931.67</u>	<u>-</u>	<u>13,931.67</u>	<u>#DIV/0!</u>

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

	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	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	<u>88,116.66</u>	<u>972,000.00</u>	<u>(883,883.34)</u>	<u>9%</u>
	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	<u>1,314,337.25</u>	<u>654,313.00</u>	<u>660,024.25</u>	<u>201%</u>
	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	<u>201,198.81</u>	<u>381,843.00</u>	<u>(180,644.19)</u>	<u>53%</u>
	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!
		<u>17,161.16</u>	<u>-</u>	<u>17,161.16</u>	<u>#DIV/0!</u>
	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	<u>-</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
	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 5C		(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
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Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended September 30, 2019

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

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

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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

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

80

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.

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September 5, 2019

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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

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

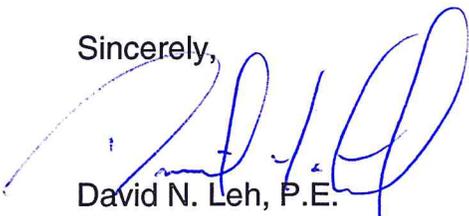
Lighting information, on Sheet 24, Lighting Plan, and Sheet 25, Lighting Details and Notes, proposes the use of full cutoff 3000K LED area luminaires pole mounted at 20' AFG, and reuse of existing 100-watt metal halide street lighting luminaires, post-top mounted at 15' AFG. Added on Rev. 2, above the 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

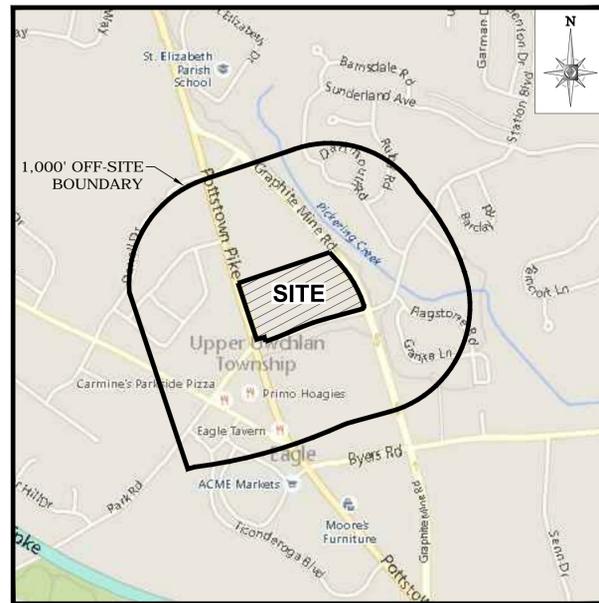
29

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)

BYERS STATION AMENDED FINAL PRD PLANS "FINAL PLAN FOR LOT 2A & 2B OF PARCEL 5C"

SITUATED IN:
**UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA, 19425**

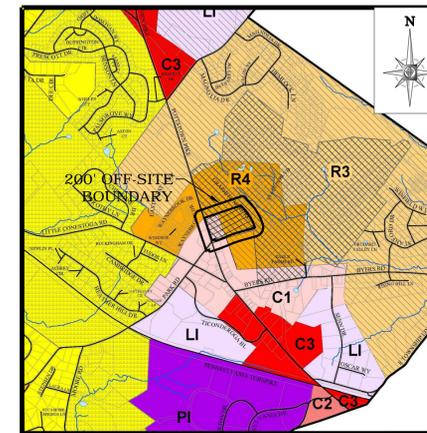
OWNED AND DEVELOPED BY:
**BYERS RETAIL ACQUISITION, L.P.
3815 WEST CHESTER PIKE
NEWTOWN SQUARE, PA 19073**



LOCATION
1"=800'



AERIAL MAP
1"=1,000'



UPPER UWCHLAN ZONING MAP (REVISED 10/20/05)
1"=2,000'

LEGEND

- C1 - VILLAGE COMMERCIAL DISTRICT
- C2 - LIMITED COMMERCIAL DISTRICT
- C3 - HIGHWAY COMMERCIAL DISTRICT
- LI - LIMITED INDUSTRIAL DISTRICT
- PI - PLANNED INDUSTRIAL DISTRICT
- R3 - RESIDENTIAL DISTRICT (1.5 DWELLING UNITS/ACRE)
- R4 - RESIDENTIAL DISTRICT (2-4 DWELLING UNITS/ACRE)
- F2 - FLEXIBLE DEVELOPMENT OVERLAY
- PRD - PLANNED RESIDENTIAL DEVELOPMENT (ALSO PART OF F2 OVERLAY)

LIST OF DRAWINGS

SHEET	DESCRIPTION
1	COVER SHEET (RECORD PLAN - SHEET 1 OF 10)
2	SUBDIVISION PLAN (RECORD PLAN - SHEET 2 OF 10)
3	PROJECT NOTES (RECORD PLAN - SHEET 3 OF 10)
4	SITE PLAN (RECORD PLAN - SHEET 4 OF 10)
5	CONSERVATION PLAN
6	SITE IMPACT PLAN
7	GRADING PLAN
8	UTILITY PLAN
9	A.D.A. RAMP DETAILS
10	PLAN & PROFILE ROAD 'A'
11	PLAN & PROFILE ROAD 'B' (STA. 0+00 TO 7+00)
12	PLAN & PROFILE ROAD 'B' (STA. 7+00 TO 14+05.02)
13	STORM PROFILES
14	MINOR AMENDMENT STAGE 2 - OVERALL SOIL EROSION & SEDIMENT POLLUTION CONTROL PLAN
15-16	MINOR AMENDMENT STAGE 2 - SOIL EROSION & SEDIMENT POLLUTION CONTROL PLAN
17-18	MINOR AMENDMENT SOIL EROSION & SEDIMENT POLLUTION CONTROL NOTES
19-21	MINOR AMENDMENT SOIL EROSION & SEDIMENT POLLUTION CONTROL DETAILS
22	LANDSCAPE PLAN
23	LANDSCAPE DETAILS & NOTES
24	LIGHTING PLAN
25-26	LIGHTING DETAILS & NOTES
27	DELIVERY TRUCK CIRCULATION PLAN
28	FIRE TRUCK CIRCULATION PLAN
29-32	DETAILS
33	OVERALL PRE-DEVELOPMENT DRAINAGE AREA PLAN
34	OVERALL POST-DEVELOPMENT DRAINAGE AREA PLAN
35	OVERALL INLET DRAINAGE AREA PLAN
36	OVERALL WATER QUALITY PLAN
37	MINOR AMENDMENT OVERALL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN (RECORD PLAN - SHEET 5 OF 10)
38-39	MINOR AMENDMENT POST CONSTRUCTION STORMWATER MANAGEMENT PLAN (RECORD PLAN - SHEET 6-7 OF 10)
40	MINOR AMENDMENT POST CONSTRUCTION STORMWATER MANAGEMENT NOTES (RECORD PLAN 8 OF 10)
41-42	MINOR AMENDMENT POST CONSTRUCTION STORMWATER MANAGEMENT DETAILS (RECORD PLAN 9-10 OF 10)

SHEETS 1-4 & 37-42 OF THIS PLAN SET SHALL BE CONSIDERED THE COMPLETE RECORD PLAN SET FOR FILING PURPOSES IN THE CHESTER COUNTY RECORDER OF DEEDS OFFICE.

SHEETS 5 TO 36 INCLUSIVE ON RECORD AT UPPER UWCHLAN TOWNSHIP. SHALL BE CONSIDERED A PART OF THE APPROVED AMENDED FINAL PRD PLANS AS IF RECORDED WITH SAME.

SANITARY SEWER CAPACITY

THE CAPACITY REQUIRED FOR LOT 2A IS 10,175 GPD OR 55 EDU'S (1 EDU=185 GPD FOR TOWNHOME USE.)
THE CAPACITY REQUIRED FOR LOT 2B IS 2,697 GPD OR 12 EDU'S (1 EDU=225 GPD FOR COMMERCIAL USES.)

LIST OF WAIVERS REQUESTED FROM THE UPPER UWCHLAN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE (SALDO)

- A WAIVER FROM §162-311.H(3) IS HEREBY REQUESTED FROM THE UPPER UWCHLAN TOWNSHIP SALDO TO UTILIZE A NATURAL SPILLWAY LINING IN LIEU OF USING CONCRETE BLOCK.
- A WAIVER FROM §162-31.B IS HEREBY REQUESTED FROM THE UPPER UWCHLAN TOWNSHIP SALDO TO PERMIT A CENTERLINE RADIUS FOR A LOCAL ROAD TO BE LESS THAN 150 FEET.
- A WAIVER FROM §162-41.A IS HEREBY REQUESTED FROM THE UPPER UWCHLAN TOWNSHIP SALDO TO PERMIT SIDEWALK ON ONLY ONE SIDE OF THE RESIDENTIAL ROAD.
- A WAIVER FROM §162-57.C(7)(b)(3) IS HEREBY REQUESTED FROM THE UPPER UWCHLAN TOWNSHIP SALDO TO PROVIDE LANDSCAPE ISLANDS AT THE END OF ROWS OF PARKING SPACES THAT ARE NOT 15' IN WIDTH.

OWNER / DEVELOPER'S ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THE _____ DAY OF _____, A.D. 20____, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____ OF PERSONALLY APPEARED _____ OF BYERS RETAIL ACQUISITION, L.P., AND THAT AS MUCH TO DO SO, HE EXECUTED THE FOREGOING PLAN BY SIGNING THE NAME OF SAID CORPORATION BY HIMSELF AS THAT THE SAID LIMITED PARTNERSHIP IS THE OWNER OF THE DESIGNATED LAND, THAT ALL NECESSARY APPROVAL OF THE PLAN HAS BEEN OBTAINED AND IS ENDORSED THEREON AND THAT THE SAID LIMITED PARTNERSHIP DESIRES THAT THE FOREGOING PLAN MAY BE DULY RECORDED.

OWNER:
BYERS RETAIL ACQUISITION, L.P.

TITLE:
BYERS RETAIL ACQUISITION, L.P.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID.

NOTARY PUBLIC OR OTHER OFFICER _____ SEAL
MY COMMISSION EXPIRES: _____

OWNER / DEVELOPER'S ACKNOWLEDGEMENT:

ANY REVISIONS TO THE APPROVED STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED TO, AND APPROVED, BY THE UPPER UWCHLAN TOWNSHIP, AND A REVISED EROSION AND SEDIMENT POLLUTION CONTROL PLAN SHALL BE SUBMITTED TO, AND APPROVED, BY THE CHESTER COUNTY CONSERVATION DISTRICT OR UPPER UWCHLAN TOWNSHIP (AS APPLICABLE) FOR DETERMINATION OF ADEQUACY PRIOR TO CONSTRUCTION OF THE REVISED FEATURES.

OWNER:
BYERS RETAIL ACQUISITION, L.P.

REVIEWED BY THE PLANNING COMMISSION OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.

THIS _____ DAY OF _____, A.D. 20____.

CHAIRMAN _____
VICE CHAIRMAN _____
SECRETARY _____

APPROVED BY THE BOARD OF SUPERVISORS OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.

THIS _____ DAY OF _____, A.D. 20____.

CHAIRMAN _____
VICE CHAIRMAN _____
MEMBER _____

REVIEWED BY THE PLANNING COMMISSION OF CHESTER COUNTY, PENNSYLVANIA.

THIS _____ DAY OF _____, A.D. 20____.

CHAIRMAN _____
VICE CHAIRMAN _____
SECRETARY _____

REVIEWED BY UPPER UWCHLAN TOWNSHIP ENGINEER:

DATE _____

ENGINEER'S CERTIFICATION

I WILLIAM R. REARDEN, ON THIS DATE _____, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE SWM SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF UPPER UWCHLAN TOWNSHIP ORDINANCE NO. 2013-05, STORMWATER MANAGEMENT ORDINANCE.

WILLIAM R. REARDEN, P.E.
PRINCIPAL CIVIL ENGINEER
PROFESSIONAL ENGINEER
LICENSE NO. PE073243

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE LOT GEOMETRY AND CLOSURE SHOWN HEREON ARE CORRECT AND MEET THE ACCURACY REQUIREMENTS SET FORTH IN THE UPPER UWCHLAN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

JAMES C. WEED
PENNSYLVANIA PROFESSIONAL LAND SURVEYOR No. SJ075250

DATE _____

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	CHECKED BY
1	6/27/19	REV. PER NEW LAYOUT	JHT	WRR
2	8/16/19	REV. PER TOWNSHIP COMMENTS	GB	JRK

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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: AS NOTED
CAD I.D.: PC1511922DETAILS-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 UWCHLAN 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. PE073243
NEW JERSEY LICENSE No. 24GE04694500

SHEET TITLE:
COVER SHEET (RECORD PLAN - SHEET 1 OF 10)
SHEET NUMBER:
1

REVISION 2 - 2019.08.16

OWNER / DEVELOPER'S ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CHESTER
 ON THE _____ DAY OF _____, A.D. 20____, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE OF BYERS RETAIL ACQUISITION, L.P., AND THAT AS MUCH TO DO SO, HE EXECUTED THE FOREGOING PLAN BY SIGNING THE NAME OF SAID CORPORATION BY HIMSELF AS _____ THAT THE SAID LIMITED PARTNERSHIP IS THE OWNER OF THE DESIGNATED LAND, THAT ALL NECESSARY APPROVAL OF THE PLAN HAS BEEN OBTAINED AND IS ENDORSED THEREON AND THAT THE SAID LIMITED PARTNERSHIP DESIRES THAT THE FOREGOING PLAN MAY BE DULY RECORDED.

OWNER: _____
 TITLE: BYERS RETAIL ACQUISITION, L.P.
 WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID.
 NOTARY PUBLIC OR OTHER OFFICER: _____ SEAL
 MY COMMISSION EXPIRES: _____

REVIEWED BY THE PLANNING COMMISSION OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, THIS _____ DAY OF _____, A.D. 20____.

CHAIRMAN _____
 VICE CHAIRMAN _____
 SECRETARY _____
 SECRETARY _____
 REVIEWED BY UPPER UWCHLAN TOWNSHIP ENGINEER: _____
 APPROVED BY THE BOARD OF SUPERVISORS OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, THIS _____ DAY OF _____, A.D. 20____.
 CHAIRMAN _____
 VICE CHAIRMAN _____
 MEMBER _____

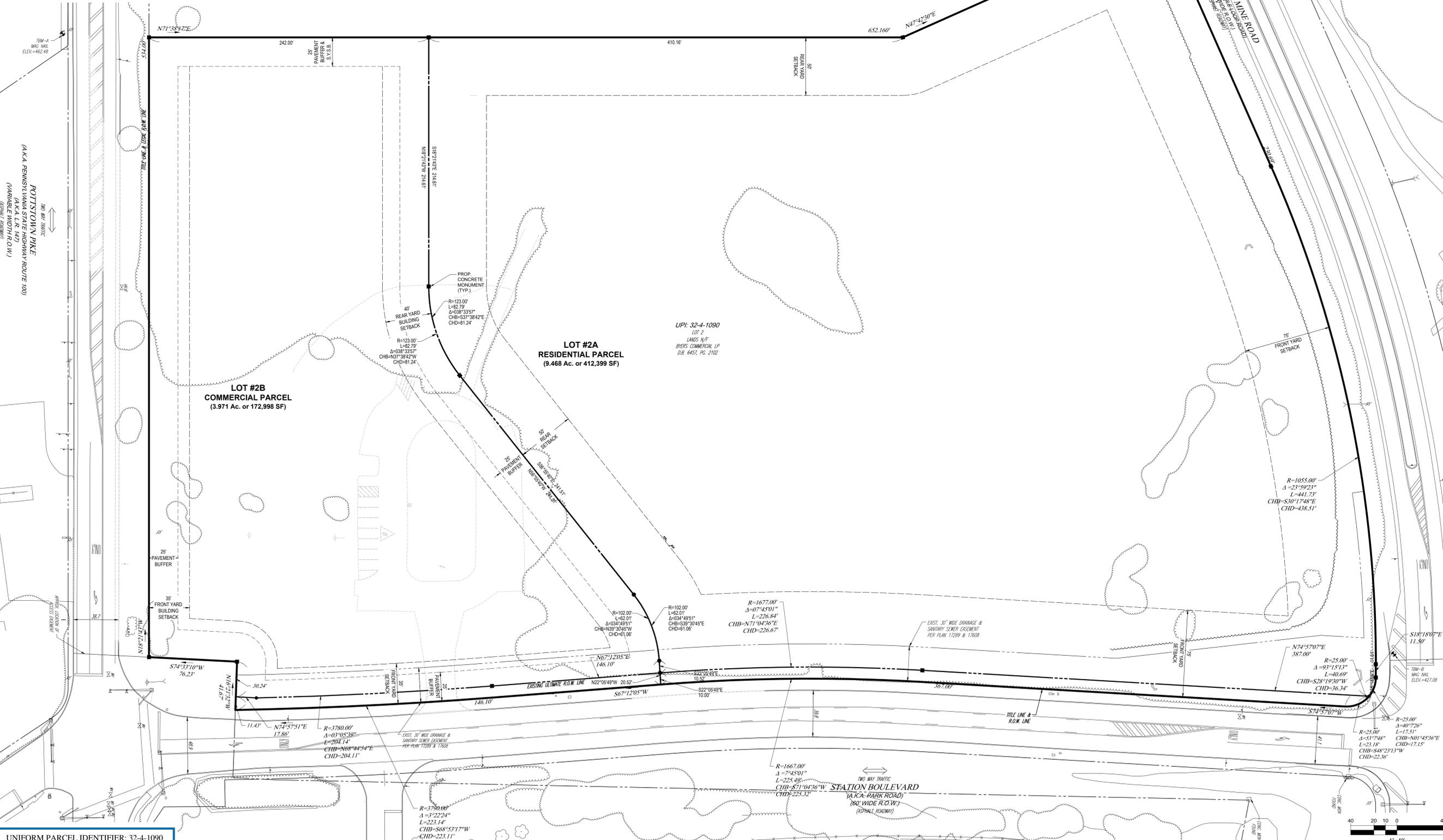
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE LOT GEOMETRY AND CLOSURE SHOWN HEREON ARE CORRECT AND MEET THE ACCURACY REQUIREMENTS SET FORTH IN THE UPPER UWCHLAN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

JAMES C. WEED
 PENNSYLVANIA PROFESSIONAL LAND SURVEYOR No. S0075250
 DATE _____

MAPCHECK 1: LOT 2A
 CLOSURE SUMMARY
 PRECISION, 1 PART IN: 267923.773"
 ERROR DISTANCE: 0.010'
 ERROR DIRECTION: NS2° 54' 38.53"E
 AREA: 412399.13 SQ. FT.
 SQUARE AREA: 412399.129
 PERIMETER: 2895.210'

MAPCHECK 2: LOT 2B
 CLOSURE SUMMARY
 PRECISION, 1 PART IN: 386278.149"
 ERROR DISTANCE: 0.005'
 ERROR DIRECTION: S40° 49' 11.50"W
 AREA: 172997.53 SQ. FT.
 SQUARE AREA: 172997.530
 PERIMETER: 1894.150'



UNIFORM PARCEL IDENTIFIER: 32-4-1090

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

REVISIONS

REV	DATE	COMMENT	DRAWN BY	CHECKED BY
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2	8/16/19	REV. PER TOWNSHIP COMMENTS	GB	JRK

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 1-800-242-1776

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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 UWCHLAN 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

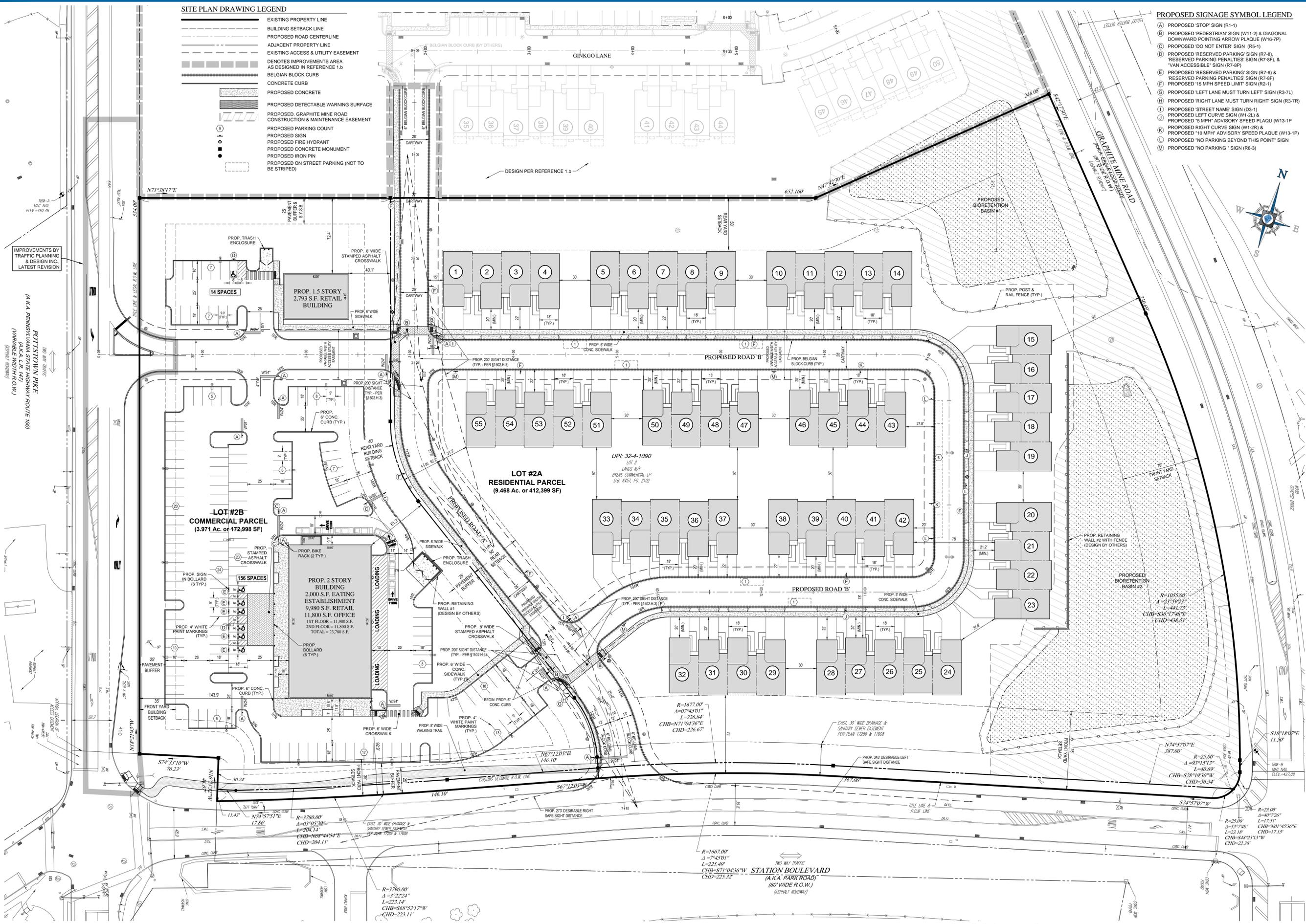
SHEET TITLE:
SUBDIVISION PLAN (RECORD PLAN - SHEET 2 OF 10)
 SHEET NUMBER:
2
 REVISION 2 - 2019.08.16

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) RESERVED PARKING PENALTIES SIGN (R7-8F), & "VAN ACCESSIBLE" SIGN (R7-8P)
- (F) PROPOSED RESERVED PARKING SIGN (R7-8) & RESERVED PARKING PENALTIES SIGN (R7-8F)
- (G) PROPOSED 15 MPH SPEED LIMIT SIGN (R2-1)
- (H) PROPOSED LEFT LANE MUST TURN LEFT SIGN (R3-7L)
- (I) PROPOSED RIGHT LANE MUST TURN RIGHT SIGN (R3-7R)
- (J) PROPOSED STREET NAME SIGN (D3-1)
- (K) PROPOSED LEFT CURVE SIGN (W1-2L) & PROPOSED 5 MPH ADVISORY SPEED PLAQUE (W13-1P)
- (L) PROPOSED RIGHT CURVE SIGN (W1-2R) & PROPOSED 10 MPH ADVISORY SPEED PLAQUE (W13-1P)
- (M) PROPOSED "NO PARKING BEYOND THIS POINT" SIGN
- (N) PROPOSED "NO PARKING" SIGN (R8-3)



IMPROVEMENTS BY TRAFFIC PLANNING & DESIGN INC. LATEST REVISION

ROTTSTOWN PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 100) (VARIABLE WIDTH ROW)

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	CHECKED BY
1	6/27/19	REV. PER NEW LAYOUT	JHT	WRR
2	8/16/19	REV. PER TOWNSHIP COMMENTS	GB	JRK

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.
 1-800-242-1776

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

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 UNCLAM 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

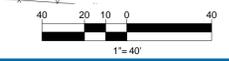
PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE NO. PE073843
 NEW JERSEY LICENSE NO. 24GE04694500

SHEET TITLE:
SITE PLAN (RECORD PLAN - SHEET 4 OF 10)

SHEET NUMBER:
4

REVISION 2 - 2019.08.16

UNIFORM PARCEL IDENTIFIER: 32-4-1090





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. Leh', is written over the word 'Sincerely,'.

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 PERCENT	
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY		TOTAL AMOUNT
A. CLEARING & GRUBBING												
1. Clearing and Grubbing	LS	1	\$ 10,000.00	\$	10,000.00	\$	-	1	\$ 10,000.00	\$	-	100%
SUBTOTAL ITEM A				\$	10,000.00	\$	-		\$ 10,000.00	\$	-	100%
B. EROSION & SEDIMENTATION CONTROLS												
1. Construction Entrance	EA	2	\$ 2,850.00	\$	5,700.00	\$	-	2	\$ 5,700.00	\$	-	100%
2. 24" Silt Sock	LF	368	\$ 10.00	\$	3,680.00	\$	-	368	\$ 3,680.00	\$	-	100%
3. 32" Silt Sock	LF	681	\$ 14.00	\$	9,534.00	\$	-	681	\$ 9,534.00	\$	-	100%
4. Tree Protection Fence / LOD	LF	112	\$ 2.00	\$	224.00	\$	-	112	\$ 224.00	\$	-	100%
5. Inlet Protection	EA	19	\$ 125.00	\$	2,375.00	\$	-		\$	19	\$ 2,375.00	
6. Swales	SY	750	\$ 3.00	\$	2,250.00	750	\$ 2,250.00	750	\$ 2,250.00		\$	
7. Temp. Seed & Mulch	SF	159,000	\$ 0.04	\$	6,360.00	84,500	\$ 3,380.00	134,500	\$ 5,380.00	24,500	\$ 980.00	85%
SUBTOTAL ITEM B				\$	30,123.00	\$	5,630.00	\$	26,768.00	\$	3,355.00	89%
C. EARTHWORK												
1. Strip Topsoil	CY	4,700	\$ 3.00	\$	14,100.00	\$	-	4,700	\$ 14,100.00	\$	-	100%
2. Cut / Fill	CY	53,400	\$ 2.60	\$	138,840.00	\$	-	53,400	\$ 138,840.00	\$	-	100%
3. Return Topsoil	CY	2,200	\$ 3.40	\$	7,480.00	\$	-	2,000	\$ 6,800.00	200	\$ 680.00	91%
SUBTOTAL ITEM C				\$	160,420.00	\$	-	\$	159,740.00	\$	680.00	100%
D. STORM SEWER												
1. 15" RCP	LF	849	\$ 30.00	\$	25,470.00	\$	-	849	\$ 25,470.00	\$	-	100%
2. Type 'C' Inlet	EA	6	\$ 2,700.00	\$	16,200.00	\$	-	6	\$ 16,200.00	\$	-	100%
3. Type 'M' Inlet	EA	9	\$ 2,500.00	\$	22,500.00	\$	-	9	\$ 22,500.00	\$	-	100%
4. Snouts	LS	6	\$ 850.00	\$	5,100.00	5	\$ 4,250.00	5	\$ 4,250.00	1	\$ 850.00	83%
5. 12" Yard Drains	EA	3	\$ 900.00	\$	2,700.00	3	\$ 2,700.00	3	\$ 2,700.00		\$	100%
6. 10" PVC	LF	11	\$ 22.00	\$	242.00	\$	-		\$	11	\$ 242.00	
7. 8" PVC	LF	1,945	\$ 20.00	\$	38,900.00	1,750	\$ 35,000.00	1,750	\$ 35,000.00	195	\$ 3,900.00	90%
SUBTOTAL ITEM D				\$	111,112.00	\$	41,950.00	\$	106,120.00	\$	4,992.00	96%
E. INFILTRATION BASINS												
INFILTRATION BASIN #1												
1. Orange Construction Fence	LF	200	\$ 2.00	\$	400.00	\$	-	200	\$ 400.00	\$	-	100%
2. Earthwork	LS	1	\$ 1,800.00	\$	1,800.00	\$	-	1	\$ 1,800.00	\$	-	100%
3. Spillway Matting	SF	1,050	\$ 0.50	\$	525.00	\$	-	1,050	\$ 525.00	\$	-	100%
4. Rake, Seed, & Matting	SF	7,500	\$ 0.15	\$	1,125.00	\$	-	7,500	\$ 1,125.00	\$	-	100%
5. Weir Curb	LF	40	\$ 50.00	\$	2,000.00	\$	-	40	\$ 2,000.00	\$	-	100%
6. Infiltration Bed Install	LS	1	\$ 60,000.00	\$	60,000.00	\$	-	1	\$ 60,000.00	\$	-	100%
INFILTRATION BASIN #2												
1. Orange Construction Fence	LF	240	\$ 2.00	\$	480.00	\$	-	240	\$ 480.00	\$	-	100%
2. Earthwork	LS	1	\$ 1,200.00	\$	1,200.00	\$	-	1	\$ 1,200.00	\$	-	100%
3. Spillway Matting	SF	680	\$ 0.50	\$	340.00	\$	-	680	\$ 340.00	\$	-	100%
4. Rake, Seed, & Matting	SF	4,600	\$ 0.15	\$	690.00	\$	-	4,600	\$ 690.00	\$	-	100%
5. Weir Curb	LF	18	\$ 50.00	\$	900.00	\$	-	18	\$ 900.00	\$	-	100%
6. Infiltration Bed Install	LS	1	\$ 40,000.00	\$	40,000.00	\$	-	1	\$ 40,000.00	\$	-	100%

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
TOWNSHIP SECURITY = \$ 94,160.40
CONSTRUCTION INSPECTION = \$ 90,450.40
GRAND TOTAL ESCROWED = \$ 1,126,214.74

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

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
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					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	PERCENT
TOTAL IMPROVEMENTS - ITEMS A-M							\$ 941,603.95		\$ 203,201.45		\$ 792,388.45	84%
H. TOWNSHIP SECURITY							\$ 94,160.40		\$ 10,160.07		\$ 39,619.42	42%
I. CONSTRUCTION INSPECTION							\$ 90,450.40		\$ 20,320.15		\$ 79,238.85	88%
NET CONSTRUCTION RELEASE							\$ 1,126,214.74		\$ 233,681.67		\$ 911,246.72	81%
SURETY AMOUNT							\$ 1,126,214.74		\$ 233,681.67		\$ 911,246.72	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', written over a white background.

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)

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

ESCROW STATUS REPORT

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

1101

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
A. CLEARING & GRUBBING												
1. CLEARING AND GRUBBING	LS		1	\$ 11,850.00	\$ 11,850.00		\$ -	1	\$ 11,850.00	0	\$ -	100%
SUBTOTAL ITEM A					\$ 11,850.00		\$ -		\$ 11,850.00		\$ -	100%
B. E&S CONTROL												
1. CONSTRUCTION ENTRANCES	EA		1	\$ 3,000.00	\$ 3,000.00		\$ -	1	\$ 3,000.00	0	\$ -	100%
2. 12" SILT SOCK	LF		1,185	\$ 3.45	\$ 4,088.25		\$ -	1,185	\$ 4,088.25	0	\$ -	100%
3. 24" SILT SOCK	LF		64	\$ 16.20	\$ 1,036.80		\$ -	64	\$ 1,036.80	0	\$ -	100%
4. EROSION CONTROL MATTING	SF		32,000	\$ 0.25	\$ 8,000.00		\$ -	32,000	\$ 8,000.00	0	\$ -	100%
5. INLET PROTECTION	EA		9	\$ 115.00	\$ 1,035.00		\$ -	9	\$ 1,035.00	0	\$ -	100%
6. STOCKPILE - 18" SILT FENCE	LF		500	\$ 1.50	\$ 750.00		\$ -	500	\$ 750.00	0	\$ -	100%
7. TEMP SEED & MULCH	SF		473,228	\$ 0.04	\$ 18,929.12		\$ -	473,228	\$ 18,929.12	0	\$ -	100%
SUBTOTAL ITEM B					\$ 36,839.17		\$ -		\$ 36,839.17		\$ -	100%
C. STORMWATER/E&S BASINS												
SEDIMENT FOREBAY #1												
1. EARTHWORK	LS		1	\$18,000.00	\$ 18,000.00		\$ -	1	\$ 18,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF		22,500	\$0.25	\$ 5,625.00		\$ -	22,500	\$ 5,625.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF		2,627	\$0.50	\$ 1,313.50		\$ -	2,627	\$ 1,313.50	0	\$ -	100%
4. OUTLET STRUCTURE	EA		1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF		124	\$32.00	\$ 3,968.00		\$ -	124	\$ 3,968.00	0	\$ -	100%
6. STORM MANHOLE	EA		1	\$2,800.00	\$ 2,800.00		\$ -	1	\$ 2,800.00	0	\$ -	100%
7. ENDWALL	EA		1	\$1,000.00	\$ 1,000.00		\$ -	1	\$ 1,000.00	0	\$ -	100%
8. RIP-RAP APRON	EA		1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0	\$ -	100%
SEDIMENT BASIN #2												
1. EARTHWORK	LS		1	\$12,000.00	\$ 12,000.00		\$ -	1	\$ 12,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF		24,600	\$0.25	\$ 6,150.00		\$ -	24,600	\$ 6,150.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF		4,792	\$0.50	\$ 2,396.00		\$ -	4,792	\$ 2,396.00	0	\$ -	100%
4. OUTLET STRUCTURE	EA		1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. SKIMMER	EA		1	\$1,750.00	\$ 1,750.00		\$ -	1	\$ 1,750.00	0	\$ -	100%
6. 18" RCP	LF		45	\$38.00	\$ 1,710.00		\$ -	45	\$ 1,710.00	0	\$ -	100%
7. ANTI-SEEP COLLARS	EA		2	\$750.00	\$ 1,500.00		\$ -	2	\$ 1,500.00	0	\$ -	100%
8. ENDWALL	EA		1	\$1,000.00	\$ 1,000.00		\$ -	1	\$ 1,000.00	0	\$ -	100%
9. RIP-RAP APRON	EA		1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0	\$ -	100%
10. SSF BAFFLE	LF		467	\$17.00	\$ 7,939.00		\$ -	467	\$ 7,939.00	0	\$ -	100%

ESCROW STATUS REPORT

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

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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
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

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%

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

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				
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT	PERCENT	
CONSTRUCTION ITEMS				\$ 58,820.00		\$ -		\$ 58,820.00	\$ -	100%	
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	\$ 8.00	\$ 8,000.00	8	\$ 8,000.00	50%
3. SIGNS	EA	30	\$ 200.00	\$ 6,000.00	28	\$ 5,600.00	\$ 28.00	\$ 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	\$ 1.00	\$ 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'.

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)
PROJECT NUMBER: 04-1214T
PROJECT SPONSOR: UPPER UWCHLAN TOWNSHIP
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

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%

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

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)
PROJECT NUMBER: 04-12147
PROJECT SPONSOR:
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

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

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 AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

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

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

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

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!

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

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

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

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

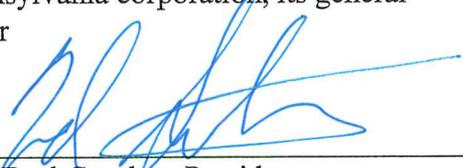
UPPER UWCHLAN TOWNSHIP

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 an 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:

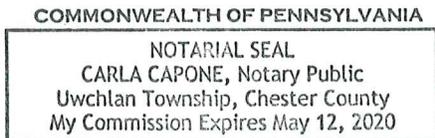


EXHIBIT "A"**PLAN SHEETS**

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

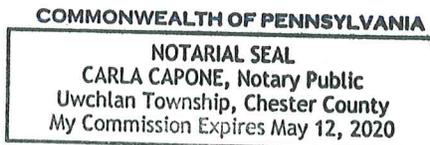


EXHIBIT "A"

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	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE PERCENT
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
CONSTRUCTION ITEMS											
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							
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	EA	1	\$2,800.00	\$ 2,800.00					740	\$ 29,600.00	
24" PERF. HDPE	LF	740	\$40.00	\$ 29,600.00					315	\$ 12,600.00	
AASHTO #3 Stone	CY	315	\$40.00	\$ 12,600.00					2	\$ 4,600.00	
Type M Inlet	EA	2	\$2,300.00	\$ 4,600.00					2	\$ 5,200.00	
Type C Inlet	EA	2	\$2,600.00	\$ 5,200.00					2	\$ 1,000.00	
Inspection Ports	EA	2	\$500.00	\$ 1,000.00					1	\$ 3,800.00	
Outlet Structure w/ Gate Valve	EA	1	\$3,800.00	\$ 3,800.00					1	\$ 600.00	
Water Quality Inserts (Snouts)	EA	1	\$600.00	\$ 600.00					1	\$ 1,200.00	
Storm Sewer Flushing	LS	1	\$1,200.00	\$ 1,200.00						\$ 66,800.00	
SUBTOTAL ITEM B				\$ 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					54	\$ 12,150.00	
Shade Tree	EA	54	\$175.00	\$ 9,625.00					55	\$ 9,625.00	
Evergreen Tree	EA	55	\$175.00	\$ 9,625.00					180	\$ 14,400.00	
Shrub	EA	180	\$80.00	\$ 14,400.00						\$ 55,925.00	
SUBTOTAL ITEM C				\$ 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							
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. *less* 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
NOTARIAL SEAL
CARLA CAPONE, Notary Public
Uwchlan Township, Chester County
My Commission Expires May 12, 2020

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

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)

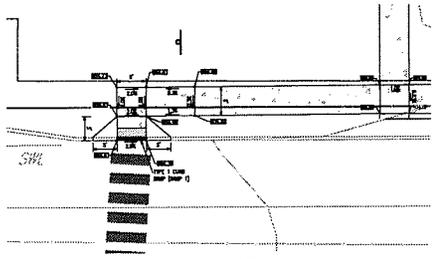
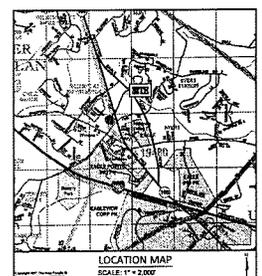
My Commission Expires:

APPENDIX "A"

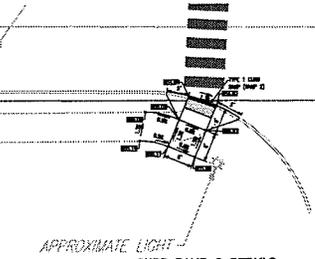


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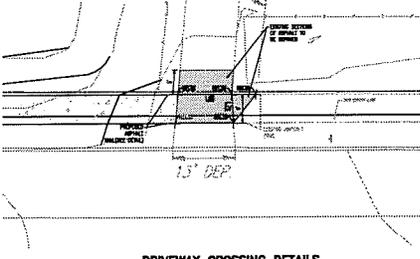
1200 Wiggins Lane
 West Chester, PA 19380
 Phone: (610) 615-9000
 Fax: (610) 615-9003



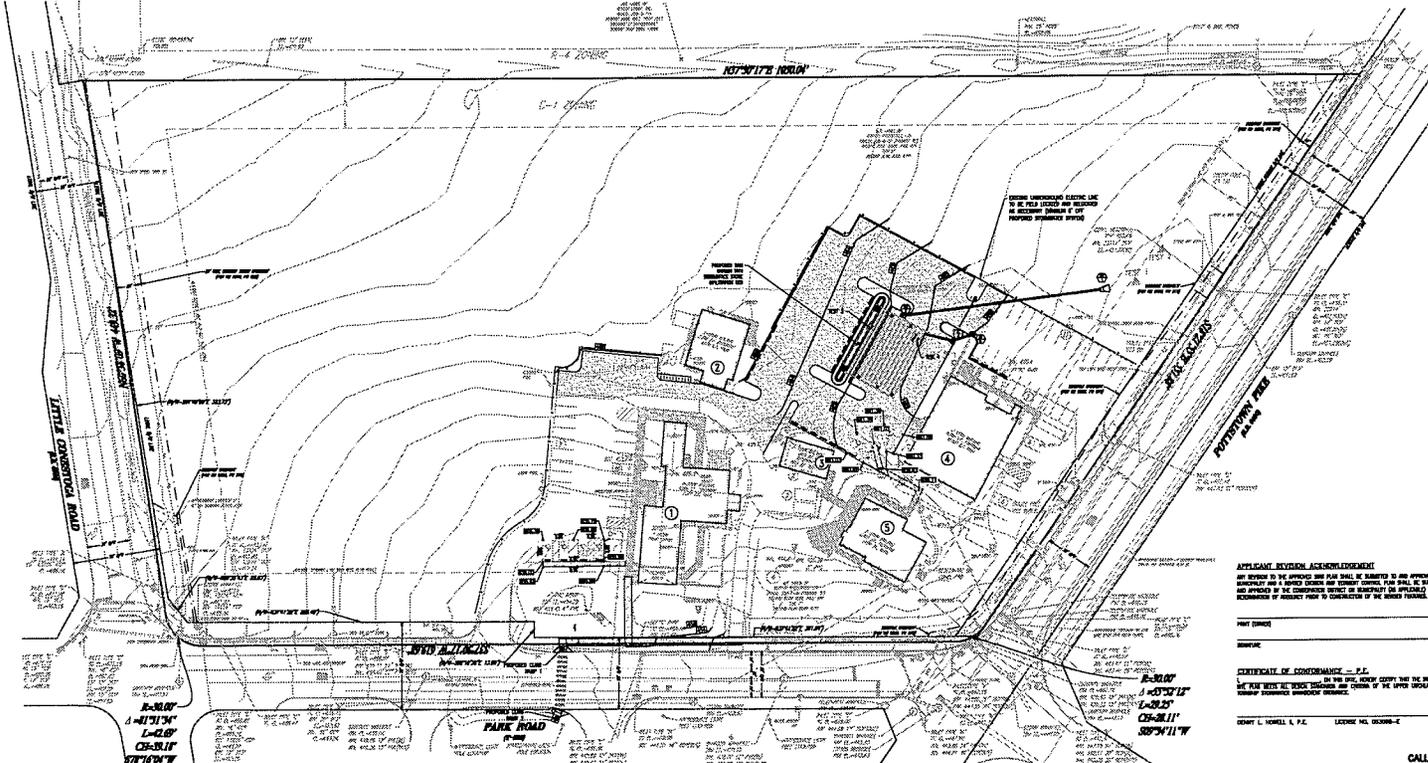
CURB RAMP 1 DETAILS
 SCALE: 1" = 12"
 GRAPHIC SCALE
 1 inch = 12 feet



CURB RAMP 2 DETAILS
 SCALE: 1" = 12"
 GRAPHIC SCALE
 1 inch = 12 feet



DRIVEWAY CROSSING DETAILS
 SCALE: 1" = 12"
 GRAPHIC SCALE
 1 inch = 12 feet



GRADING & UTILITY GENERAL NOTES:

1. PRIOR TO STARTING CONSTRUCTION ALL UTILITY SERVICES IN THE AREA SHALL BE LOCATED AND MARKED. WORK TO PROTECT THE EXISTING UTILITIES SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. IF SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL VERIFY THE DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
3. LOCATIONS OF EXISTING UTILITIES SHALL BE VERIFIED FROM THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
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GRADING & PCSM PLAN
 SCALE: 1" = 12"
 GRAPHIC SCALE
 1 inch = 12 feet

LEGEND

PROF. PROPERTY LINE	PROF. PROPERTY CORNER	PROF. ELEC. LINE	PROF. WATER LINE
PROF. SEWER LINE	PROF. STORM SEWER	PROF. WATER SYSTEM	PROF. WATER SYSTEM
PROF. STORM SEWER	PROF. STORM SEWER	PROF. UTILITY POLE	PROF. FIRE HYDRANT
PROF. STORM SEWER	PROF. STORM SEWER	PROF. STORM SEWER	PROF. FIRE HYDRANT
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STORMWATER NOTE:
 ALL STORMWATER SHALL BE COLLECTED AND DISCHARGED TO THE POTTERVIEW ROAD STORM SEWER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES AND SERVICES.

ALTERATION OF SHIMS:
 1. NO STORM SEWER SHALL BE PLACED UNDER ANY EXISTING UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES AND SERVICES.

CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES
 3 WORKING DAYS NOTICE FOR
 CONSTRUCTION PHASE AND TO WORKING
 DAYS IN DESIGN STAGE-STOP CALL

ONE CALL NOTE
 SHOULD NOT BE SCALE

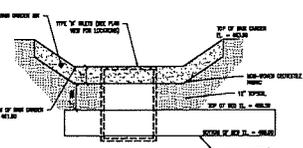
PA ONE CALL
 GET UP EARLY, BE RESPONSIVE,
 BE PREPARED TO WORK THROUGH
 THE NIGHTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES AND SERVICES.

PRELIMINARY/FINAL
GRADING & PCSM PLAN
 OWNER: GUNBER PROPERTIES, LTD., C/O TROY GUNBER
 PROJECT: LAGLE VILLAGE PARKING EXPANSION
 LOCATION: 180 PARK ROAD, WEST CHESTER, PA 19380

DATE: 07/02/2018
 DRAWN BY: AED
 CHECKED BY: DJL
 PROJECT NO: 2892
 SHEET NO: C03.01
 OF 13

RAIN GARDEN/ BIORETENTION

NOT TO SCALE



CONSTRUCTION SEQUENCE

1. INSTALL TEMPORARY EROSION CONTROL BARRIERS AS SHOWN ON THE PLAN.
2. COMPLETE SITE GRADING. IF APPLICABLE, CONSTRUCT CURB CURBS OR OTHER BARRIERS EXCEPT PAVED PROTECTION TO THIS DRAINAGE & PREPARED FOR FUTURE CONSTRUCTION ARE.
3. EXPOSED SOILS SHOULD BE LEFT UNDISTURBED EXCEPT WHERE THE SOIL SURFACE AND SOIL SHOULD BE REPAIRED OR RESEED AS NECESSARY TO PREVENT SOIL EROSION AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.
4. EXPOSED SOILS SHOULD BE PROTECTED FROM SOIL EROSION BY COVERING WITH MULCH OR SOIL PROTECTANT.
5. INSTALL SOIL AND MULCH AS SHOWN ON THE PLAN AND SPECIFICATIONS. MULCH IS TO BE APPLIED TO ALL EXPOSED SOIL SURFACES TO PREVENT SOIL EROSION AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.
6. PROTECT THE PLANNED SOIL FROM PLANNING TO BE AVOIDED.
7. COMPLETE FINAL GRADING TO ACHIEVE PROPOSED SOIL ELEVATIONS. VERIFY SPACE FOR OPEN SPACES OF EXISTING BLOCKS OR TRENCHES AS SPECIFIED ON PLAN.
8. PLANT VEGETATION ACCORDING TO PLANNING PLAN.
9. MULCH AND EROSION PROTECTION AT SURFACE PLANT DRAINAGE SPACE AS SHOWN.

MAINTENANCE

1. SPACE PROTECTION IS TO BE MAINTAINED PERMANENTLY AND NOT TO BE REMOVED.
2. MULCH SHOULD BE REPLACED WHEN IT IS DEPLETED. MULCH SHOULD BE REPLACED AT THE END OF THE GARDEN BED.
3. MULCH SHOULD BE REPLACED WHEN IT IS DEPLETED. MULCH SHOULD BE REPLACED AT THE END OF THE GARDEN BED.
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SPECIFICATIONS

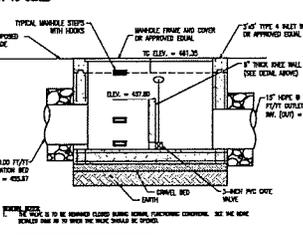
1. PLANT SPECIES SHALL BE SPECIFIED ON THE PLAN.
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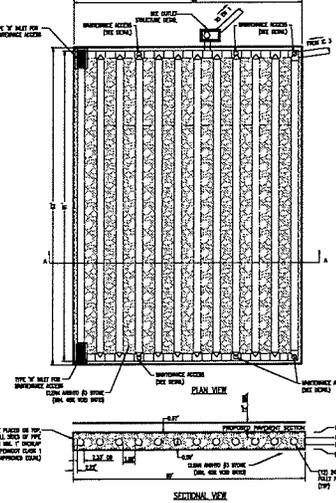
OUTLET STRUCTURE DETAIL

NOT TO SCALE



SUBSURFACE INFILTRATION BED

NOT TO SCALE



CONSTRUCTION SEQUENCE

1. PREPARE SUBGRADE AND INSTALL INFILTRATION BED TO BE INSTALLED.
2. PREPARE SUBGRADE AND INSTALL INFILTRATION BED TO BE INSTALLED.
3. PREPARE SUBGRADE AND INSTALL INFILTRATION BED TO BE INSTALLED.
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OPERATION AND MAINTENANCE

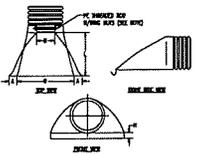
1. REMOVE EXCESS MULCH AND SOIL FROM SURFACE OF INFILTRATION BED.
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SPECIFICATIONS

1. INFILTRATION BED SHALL BE SPECIFIED ON THE PLAN.
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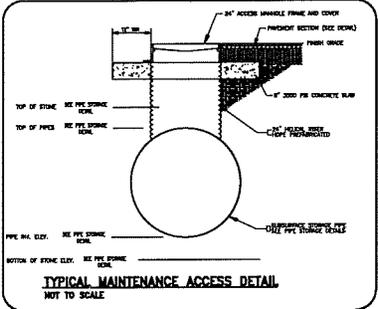
FLARED END SECTION EW-1 DETAIL

NOT TO SCALE



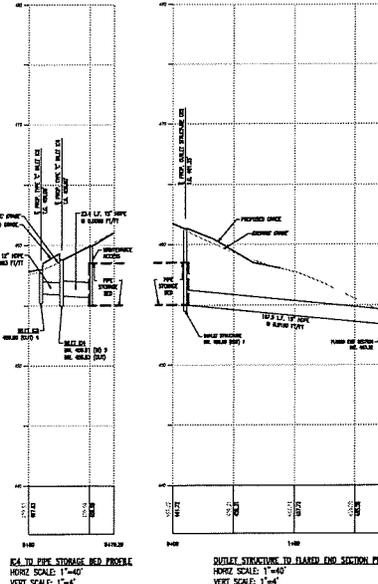
PIPE SIZE	FLARE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
12\"/>																											

NOTE: THE THICKNESS OF THE FLARE SHALL BE AS SHOWN ON THE SECTION. THE FLARE SHALL BE REINFORCED WITH PPE FOR MANUFACTURED RECTANGULAR.



TYPICAL MAINTENANCE ACCESS DETAIL

NOT TO SCALE



PIPE TO PIPE STORAGE BED PROFILE

NOTE SCALE: 1\"/>



DLHowell
Civil Engineering
Land Planning
Environmental
www.DLHowell.com

1500 Virginia Lane
West Chester, PA 19380
Phone: (610) 613-0022
Fax: (610) 613-0025

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
2	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
3	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
4	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
5	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
6	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
7	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
8	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
9	ISSUED FOR PERMIT	08/13/2018	DLH	DLH
10	ISSUED FOR PERMIT	08/13/2018	DLH	DLH

PRELIMINARY/FINAL

PCSM NOTES AND DETAILS

OWNER: GUNNER PROPERTIES, LTD., C/O TRIST GARDNER
PROJECT: LAGLE VILLAGE PARKING EXPANSION
LOCATION: 180 PARK ROAD, WEST CHESTER, PA 19380
DATE: 08/13/2018

DATE: 08/13/2018
SCALE: AS SHOWN
DRAWN BY: DLH
CHECKED BY: DLH
PROJECT NO.: 2892
JOB NO.: 18010010
DATE: 08/13/2018
SCALE: 1\"/>

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.

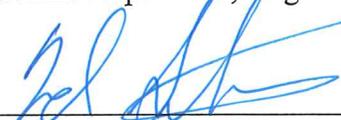
10. Entire Agreement. This Agreement contains the entire agreement by and between Gunner and the Township with respect to the subject matter set forth herein and supersedes any prior oral or written understanding.

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:

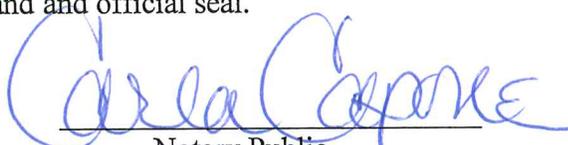
UPPER UWCHLAN TOWNSHIP

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
NOTARIAL SEAL
CARLA CAPONE, Notary Public
Uwchlan Township, Chester County
My Commission Expires May 12, 2020

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

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

and

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

610-458-9400

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

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

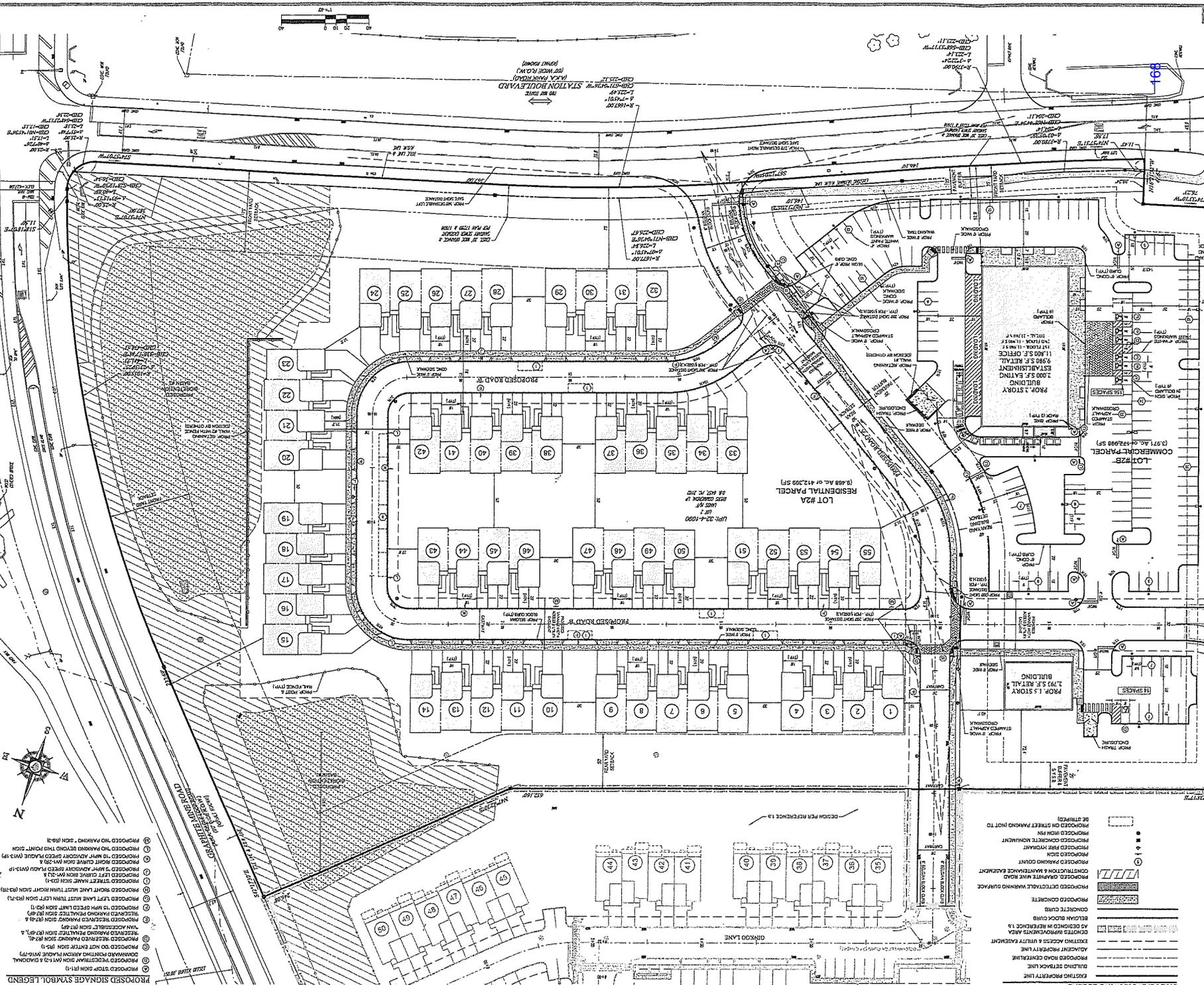
As noted previously Lot #2A and #2B 26,573 GSF of commercial space and 55 residential units total. The expected total sewerage flows are 12,872 gpd or 67 EDU (where 1 EDU = 225 gpd for commercial properties and 1 EDU = 185gpd for residential townhomes per Table 7 Upper Uwchlan Township Municipal Authority 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.

SITE PLAN DRAWING LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SETBACK LINE
- PROPOSED ROAD CENTERLINE
- EXISTING ACCESS & UTILITY EASEMENTS
- DESIGNATED PREPAREDNESS AREA
- REVISION BLOCK
- COMPONENT CURB
- PROPOSED CONCRET
- PROPOSED DETECTABLE WARNING CURB
- CONSTRUCTION & MAINTENANCE EASEMENT
- PROPOSED PARKING COURT
- PROPOSED FIRE MOUNT
- PROPOSED SIGN
- PROPOSED CONCRET MOUNT
- PROPOSED ON STREET PARKING (NOT TO BE SHIPPED)



- PROPOSED STORAGE SYMBOL LEGEND
- PROPOSED PERFORMING ARTIST PLAZA (VIA-7)
- PROPOSED PERFORMING ARTIST PLAZA (VIA-8)
- PROPOSED PERFORMING ARTIST PLAZA (VIA-9)
- PROPOSED PERFORMING ARTIST PLAZA (VIA-10)
- PROPOSED PERFORMING ARTIST PLAZA (VIA-11)
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- PROPOSED PERFORMING ARTIST PLAZA (VIA-55)
- PROPOSED PERFORMING ARTIST PLAZA (VIA-56)

BOHLER ENGINEERING
 SITE CIVIL AND CONSULTING ENGINEERS
 PROFESSIONAL ENGINEERING
 LAND SURVEYING
 PLANNING AND DESIGN
 ENVIRONMENTAL SERVICES
 TRAFFIC CONSULTING SERVICES

1500 MAHON DRIVE, SUITE 200
 CHALFONT, PA 19014
 Tel: (610) 998-9100
 Fax: (610) 998-9102
 www.bohlerengineering.com

W.R. REARDEN
 PROFESSIONAL ENGINEER
 REVIEWED UNDER THE PROVISIONS
 OF THE PROFESSIONAL ENGINEERING
 ACT OF 1948

REVISIONS

NO.	DATE	BY	REVISION
1	02/10/18	WRR	REV. PER DEVELOPER
2	02/10/18	WRR	REV. PER TOWNSHIP
3	02/10/18	WRR	COMMENTS

APPROVED FOR CONSTRUCTION

PA 02/10/18
 WHETHER THE PROJECT IS IN CONFORMANCE
 WITH THE ZONING ORDINANCE

AMENDED FINAL PRD PLANS
 FOR
BYERS RETAIL ACQUISITION, L.P.
 FINAL PLAN FOR LOT 2A & 2B OF PARCEL 5C
 UPPER MERCHANT TOWNSHIP
 CHESTER COUNTY
 COMMONWEALTH OF PENNSYLVANIA

BOHLER ENGINEERING

www.bohlerengineering.com
 1500 MAHON DRIVE, SUITE 200
 CHALFONT, PA 19014
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 Fax: (610) 998-9102

W.R. REARDEN
 PROFESSIONAL ENGINEER
 REVIEWED UNDER THE PROVISIONS
 OF THE PROFESSIONAL ENGINEERING
 ACT OF 1948

SITE PLAN (RECORD PLAN - SHEET 4 OF 10)

SHEET NUMBER: 4

REVISION 2 - 2018.09.18



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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.