



BOARD OF SUPERVISORS  
WORKSHOP  
AGENDA

**February 11, 2020**  
4:00 p.m.

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

- 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 Workshop
- II. Water Resource Protection Program – Phase 3  
Presentation by Russ Benner and John Damico, consultants  
with T&M and ERC
- III. Byers Station Parcel 6C Final PRD Plan  
Presentation by Vantage Point Retirement Living
- IV. Chester County Voice Radio Tower Site Lease Amendment – Discuss, Consider Approval
- V. PaDEP Recycling Program (902) Grant – Introduction, Discussion
- VI. Byers Station Parcel 5C Drainage Improvement Maintenance Agreement - Discuss
- VII. TC Energy Partner Easements – Discuss, Consider Approval
- VIII. Acting Township Manager's Report
- IX. Open Session
- X. Adjournment
- XI. Executive Session: legal matter(s)



# UPPER UWCHLAN TOWNSHIP MEMORANDUM

## ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors  
FROM: Shanna Lodge, Acting Township Manager  
SUBJECT: Water Resource Protection Program  
DATE: February 7, 2020

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Russ Benner of T&M Associates and John Damico of Environmental Rate Consultants will attend the February 11, 2020 Board of Supervisors Workshop to present on Phase 3 of the Water Resource Protection Program.

The Water Resource Protection Program was established in 2014 for the purpose of dedicating resources to protect and preserve our watersheds, reduce pollutants, and control stormwater runoff and flooding.

Phase 1 of the Program assessed the current level of service provided by Upper Uwchlan Township in terms of water quality and stormwater management. Phase 2 of the Program sought to determine how those services will need to be expanded, based upon unfunded mandates from the federal government, the increased incidence of flooding events, our own aging infrastructure, and the strain stormwater costs put upon the Township financially and in terms of staffing. This allowed the consultants to estimate the rate that will need to be levied in order to provide a dedicated funding stream to support the needed maintenance and improvements.

Phase 3 of the Program will provide an update to the needs analysis developed during Phase 2 and roll out a public education component to solicit input and generate support from residents and business owners in the community.

# Upper Uwchlan Township

## Township Board of Supervisors Workshop

### WATER RESOURCE PROTECTION PROGRAM IMPLEMENTATION SUMMARY

Tuesday, February 11, 2020 at 4:00pm

#### PHASE 1 | WATER RESOURCE PROTECTION FEASIBILITY STUDY PROJECT RESULTS

1. Created a Technical Advisory Committee (TAC)
2. Identified Township stormwater challenges
  - a. Water quality compliance regulations projects
  - b. Water quantity (flooding and drainage) projects
3. Evaluated all data, admin, financial, billing, public works, Chester County Planning Commission GIS
4. Calculated the current cost of service \$351,000
5. Developed and measured Impervious Area examples
6. Estimated range of monthly rates per ERU – \$3.00 to \$7.00
  - a. ERU = equivalent residential unit

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#### PHASE 2 | WATER RESOURCE PROTECTION PROGRAM PROJECT RESULTS

1. Developed Stormwater Business Plan
  - a. Includes 5 Year Cost of Service Analysis Plan
  - b. Identified a 5 Year average of annual stormwater costs \$840,271
2. Developed billing policy papers
3. Determined the Township ERU
4. Calculated the impervious areas for all non-residential properties
5. Developed database for the GIS (impervious area measurements)

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#### PHASE 3 | WATER RESOURCE PROTECTION PROGRAM IMPLEMENTATION SCOPE OF WORK NEXT STEPS

1. House Bill 1325 allows Second Class Township to establish a stormwater fee
2. Establish dedicated funding via enterprise fund for stormwater activities
3. Consider debt financing (Bond Anticipation Notes and/or Revenue Bonds)
4. Will reduce burden on Township General Fund
5. Revise and Update the Stormwater Business Plan
6. Revise and Update the Stormwater Cost of Service, Rate Study, Cash Flow Analyses
7. Aggressive public education/engagement program
8. Hold SWAC meetings
  - a. Mail letters to top 200 stormwater rate payers
  - b. Develop 4-fold brochure
  - c. Develop Frequently asked questions
  - d. Add one or more web pages to the project website
9. Develop BMP Credit Program & Application
10. Revise and update database and GIS from Phase 2
11. Select billing mechanism
12. Continue to develop billing policy papers
13. Work with legal staff to develop legal stormwater documents / ordinances
14. Process and mail stormwater bills
15. Develop customer appeals process
16. Prepare for stormwater customerservice
17. Schedule Minimum – 12 months
18. Board may consider temporary fee program to fund permanent program





January 6, 2020

File No. 03-0434T3

Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

Attention: Shanna Lodge, Acting Township Manager

Reference: Vantage Point Retirement Living (Parcel 6C)  
Final PRD Plan – First Review  
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Gilmore & Associates, Inc. (G&A) is in receipt of the following information:

- Response Letter to Township, prepared by D.L. Howell & Associates, Inc., dated December 6, 2019.
- Amended Tentative Planned Residential Development Plan set consisting of seventeen (17) sheets titled, "Vantage Point Retirement Living", prepared for Vantage Point Retirement Living, Inc., by D.L. Howell & Associates, Inc., dated September 21, 2017, last revised December 6, 2019.
- Report titled, "Post Construction Stormwater Management Report for Vantage Point", prepared by D.L. Howell & Associates, Inc., dated April 10, 2018, last revised July 20, 2018. *[sic. 2019]*

The subject site is comprised of one (1) parcel (TMP 32-4-493) located at the northeast corner of Byers Road (S.R. 1022) and Graphite Mine Road (T.R. 607). Points of access are proposed along both Byers Road and Graphite Mine Road. The property is located in the C-1 Village Zoning District within the PRD Planned Residential Development Overlay District (also part of F2 Flexible Development Overlay District).

G&A, as well as other Township Consultants, have completed our first review of the above referenced Land Development Plan Application for compliance with the applicable sections of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and Stormwater Management Ordinance, and Conditions of Amended Tentative Approval for Lot 6C adopted September 16, 2019, and wish to submit the following comments for your consideration. Please note that comments with a **(W)** or an **(RW)** may require relief from the Township Ordinances. A **"(W)"** denotes a waiver that has not been requested and an **"(RW)"** denotes a

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

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January 6, 2020

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 Applicant is proposing to construct a 36,236 s.f., 3 story proposed building on the property with associated access driveways, parking areas, sidewalks, etc. Stormwater management will be handled by three (3) subsurface infiltration beds along the north and south of the site. Stormwater eventually flows to an unnamed tributary of the Pickering Creek, which is part of the Pickering Creek Watershed and has a designated use of HQ-TSF. Landscaping, lighting improvements, and paved walkways which connect to the area trail network are also proposed. The site is not located within a flood hazard zone, and there are no wetlands or existing streams located on site. The parcel is part of an ongoing Planned Residential Development known as Byers Station PRD, and is the last site to be developed.*

## **II. CONDITIONS OF AMENDED TENTATIVE APPROVAL FOR LOT 6C**

1. Condition 6 requires the applicant to “.....design, permit, and construct the proposed new driveway for the Butler House Property and provide written evidence that Vantage Point has the legal authority to relocate the driveway to the new location on the Association property.....” It does not appear proposed grading information has been provided on the plans nor has any documentation been provided ensuring the applicant has the authority for the relocation. This information shall be provided.
2. Condition 7 requires the Applicant to provide an easement in favor of the Butler House Property to utilize the Butler House Property Access segment crossing the Vantage Point property. It does not appear this has been provided.
3. The agreement referenced in Condition 8 regarding the portion of “the Byers Road Access located on Township Property” still needs to be established.
4. Condition 9 indicates the Applicant and the Township shall determine whether or not the existing utility poles along the existing gravel driveway to the Butler House should be removed. This should be discussed.

## **III. ZONING ORDINANCE REVIEW**

All zoning comments have been addressed.

## **IV. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW**

All subdivision and land development ordinance comments have been addressed.

## **V. STORMWATER MANAGEMENT ORDINANCE REVIEW**

1. *There is a callout on the Grading & Utilities Plan for Inlet IC12 which should be revised to Inlet IC13. It should also list the correct information for Inlet IC13.*

**The top of grate elevation for IC13 is indicated as 443.50'. We believe this is a typo and it should be 442.50'. Please confirm and revise if necessary.**

2. **Infiltration Beds 2 and 3 are proposed to discharge to existing inlets located in Byers Road. As Byers Road is a State Roadway, confirmation should be obtained from Pa-DOT that they have no objection to these connections.**

## **VI. GENERAL COMMENTS**

1. **An easement is delineated across the Byers Station Open Space Parcel in favor of the Butler House. The easement should be described with metes and bounds and information should be provided indicating its recordation.**
2. **Please provide an update on the status of both the HOP and NPDES Permits for this project. Final approval should be conditioned upon receipt of both.**

## **VII. TOWNSHIP TRAFFIC CONSULTANT COMMENTS** **McMAHON ASSOCIATES, INC.**

1. Decision and Order 11 – The following comments pertain to the proposed internal trail on the east side of the site:
  - i. The plan should be revised to clearly identify the portion of the Butler House driveway which will be paved to serve as a trail. In addition, a paving detail should be provided, which includes the following pavement section:
    - i. Superpave asphalt mixture design, WMA wearing course, PG 64-22, <0.3million EASLS, 9.5 mm mix, 1.5-inch depth, SRL-L.
    - ii. Superpave asphalt mixture design, WMA base course, PG 64-22, <0.3million EASLS, 25 mm mix, 3.0-inch depth.
    - iii. Four inches of PennDOT 2A stone.
  - ii. The trail pedestrian crossings of the loading area access and the parking area access on the southeast corner of the site should provide Pedestrian (W11-2)

signs with Diagonal Downward Pointing Arrow (W16-7P) supplemental plaques at the pedestrian crossing (i.e., not in advance of the crossing) to warn approaching traffic in both directions of the pedestrian crossings.

2. Decision and Order 12 – Our office previously reviewed the Highway Occupancy Permit (HOP) documents for the proposed roadway improvements within the Byers Road (S.R. 1022) right-of-way. The applicant should continue to copy the Township on all HOP submissions to PennDOT.

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

All previous comments have been addressed.

**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 required sanitary sewer capacity of 10,100 (GPD) gallons per day (utilizing 225 gallons per Day/Equivalent Dwelling Unit (GPD/EDU) the sanitary sewer capacity required 45 EDU) will need to be purchased for the project. The plans should reflect the revised capacity to be consistent with the approved sewage facilities planning modules (SFPM). We recommend that the Township reserve the right to evaluate water usage after the building is opened and require the purchase of additional capacity, if warranted.
2. The applicant is reminded that the sanitary sewer extension along Byers Road identified as “sewer main to be installed by others” is proposed. Therefore the lateral connection of this project shall occur subsequent to the construction and testing of the sanitary sewer extension.
3. The existing spray field areas adjacent to the property need to be shown on the construction plans. No encroachment of any kind onto those areas can occur; provisions to prevent access, such as heavy duty, orange fencing, should be added to the plan

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January 6, 2020

4. The following comments pertain to the proposed lateral connection:

- The proposed sewer lateral is located within the access drive which is on adjacent property owned by the Township. The proposed utility easement should be provided for review.
- Profiles should be provided on the plans for the 8-inch lateral.
- The Authority's standard details for a precast manhole (SD01) and a frame and cover (SD04) should be added to the plans.
- The proposed new manhole connecting the lateral onto the Byers Road main will be at the developer's cost. The construction of this manhole should be coordinated with Byers Road Collection System Improvements.

X. **TOWNSHIP LIGHTING CONSULTANT COMMENTS**  
**STUBBE CONSULTING, LLC.**

Sheet 16, Lighting Plan, Rev. 4, dtd. 12/06/19, for the Byers Station 6C, Lot 6, Vantage Point Retirement Living Parcel Land Development has been received and reviewed. The following concern and recommendation, based on the lighting requirements contained in SLDO §614, Lighting, and reasonable customary engineering practices, is offered for Township consideration.

According to the revised Luminaire Schedule, all proposed site lighting has been revised from the previously specified 5700K LED luminaires to 3000K LED sources. However, the plotted illuminance levels continue to be as plotted on the Rev. 3 5000K version. Manufacturer's photometric data indicates that when going from 5000K to 3000K sources, there should be a measurable drop in light output, but the most recent lighting layout does not reflect any such reduction in plotted footcandle levels.

**It is recommended Applicant be requested to review this apparent anomaly and to take appropriate corrective action, and to include on Sheet 16 the names of the .ies photometric files that were used to generate the plotted illuminance values.**

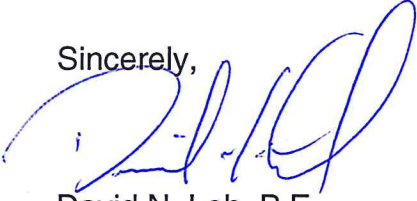
This concludes our first review of the above referenced Final Planned Residential Development Plan Application. We would recommend the plans be revised to address the above referenced comments as well as any raised by the Planning Commission and the Board of Supervisors. If you have any questions, please do not hesitate to contact me.

Shanna Lodge, Acting Upper Uwchlan Township Manager  
Reference: Vantage Point Retirement Living (Parcel 6C)  
Final PRD Plan – First Review  
Upper Uwchlan Township, Chester County, PA

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January 6, 2020

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. N. Leh', with a stylized flourish at the end.

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

cc: Upper Uwchlan Township Board of Supervisors (via email only)  
Upper Uwchlan Planning Commission (via email only)  
Kristin S. Camp, Esq., BBMM, LLP (via email only)  
Sheila Fleming, Brandywine Consulting (via email only)  
Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)  
Stan Stubbe, Stubbe Consulting LLC (via email only)  
G. Matthew Brown, P.E., ARRO Consulting, Inc. (via email only)  
David M. Schlott, Jr., P.E., ARRO Consulting, Inc. (via email only)  
Alyson M. Zarro, Esq., Riley Riper Hollin & Colagreco (via email only)  
Greg Stevens, Vantage Point Retirement Living, Inc. (via email only)  
Fred Gunther, Gunner Properties Ltd. (via email only)  
John J. Gallagher, P.E., D.L. Howell & Associates, Inc. (via email only)  
Richard Ruth, Upper Uwchlan Township Fire Marshal (via email only)



Eagleview Corporate Center  
747 Constitution Drive  
Suite 100  
Exton, PA 19341-0673  
Tel (610) 458-7500 Fax (610) 458-7337  
www.foxrothschild.com

JENNIFER J. HANLIN  
Direct No: 610.458.4985  
Email: JHanlin@FoxRothschild.com

January 23, 2020

***Via Email Only: [kcamp@buckleyllp.com](mailto:kcamp@buckleyllp.com)***

Kristin Camp, Esquire  
Buckley Brion McGuire & Morris LLP  
118 W. Market Street, Suite 300  
West Chester, PA 19382

**Re: Chester County - First Amendment to Lease**

Dear Kristin:

Enclosed please find an execution copy of the First Amendment to Lease ("Amendment") between the Township of Upper Uwchlan ("Township") and the County of Chester ("County") for the County's public safety radio site located on Township property.

Please present this Amendment to the Township Board of Supervisors ("Board") for their review. Please ask the Board to execute four (4) original copies. Once executed, please forward the original copies to my attention. I will return a fully executed original to your attention.

Very truly yours,

Jennifer J. Hanlin  
JJH:eaf

Enclosure

cc: Edward P. Kelly, Esquire (*via email only*)

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Nevada  
New Jersey New York North Carolina **Pennsylvania** South Carolina Texas Virginia Washington

**FIRST AMENDMENT TO LEASE AGREEMENT  
(UPPER UWCHLAN TOWNSHIP SITE)**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the or this “**Amendment**”), dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is entered into by and between UPPER UWCHLAN TOWNSHIP, having a mailing address of 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter referred to as “**Landlord**”), and THE COUNTY OF CHESTER, PENNSYLVANIA, a Pennsylvania political subdivision, having a mailing address of 313 West Market Street, Suite 6202, West Chester, PA 19380 (hereinafter referred to as “**Tenant**”).

**BACKGROUND**

A. Landlord and Tenant entered into that certain Lease Agreement dated April 14, 2015 (the “**Lease**”), whereby Landlord leased to Tenant a certain portion of the Property, as more particularly identified in the Lease, as a site for the County’s public safety radio system to serve Tenant’s regional emergency communications and related needs (the “**County Project**”).

B. At the time the Lease was entered into, the legal owner of the Property was Toll PA V, L.P. (“**Toll**”), an affiliate of Toll Bros., Inc. Landlord was the equitable owner of and controlled the Property by virtue of that certain Sewage Plant Development Agreement by and among Landlord, Upper Uwchlan Township Municipal Authority, Pulte Homes, General Residential Holdings, Inc., Orleans Homebuilders, Inc., Hovnanian Pennsylvania, Inc., and Toll Bros., Inc., dated June 17, 2002, as amended (collectively, the “**Sewage Plant Agreement**”).

C. In order to facilitate the County Project, Landlord entered into that certain Easement Agreement with Toll, dated January 20, 2015 (the “**Easement Agreement**”). Pursuant to the Easement Agreement, Toll granted and conveyed a permanent easement, temporary easement, and an access easement to Landlord in order to provide Landlord an area for Tenant’s construction and operation of a public safety radio tower with accessories and appurtenances thereto in connection with the County Project. The Easement Agreement was recorded in the Chester County Recorder of Deeds Office on January 29, 2015, in Book 9051 page 962, as Instrument No. 11389047.

D. Section 14 of the Easement Agreement provided that, upon dedication of the Property by Toll to Landlord, the easements granted in the Easement Agreement would automatically extinguish and terminate without the need for any further writing or filing with the Recorder of Deeds evidencing same.

E. On May 12, 2015, that certain Deed of Dedication between Toll and Landlord, Toll conveyed ownership of the Property, along with the sewage treatment lagoon and appurtenances thereto and located thereon, to Landlord (the “**Deed of Dedication**”). The Deed of Dedication was recorded in the Chester County Recorder of Deeds Office on July 29, 2015, in Book 9153 page 286, as Instrument No. 11422200.

F. Upon the filing of the Deed of Dedication, the easements granted in the Easement Agreement were automatically extinguished and terminated.

G. The parties now wish to amend the Lease to reflect the current ownership of the Property, to substitute an updated description of the Premises and to amend Paragraph 12 related to access to the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained both herein and in the Lease, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **BACKGROUND.** The “Background” provisions set forth above are incorporated herein by reference.

2. **DEFINITIONS.** Capitalized terms not otherwise defined in the Amendment shall have the meanings ascribed to them in the Lease.

3. **AMENDMENT TO LEASE.**

(a) The Lease is hereby amended to reflect that, pursuant to the Deed of Dedication, Landlord is the owner of the Property.

(b) **Exhibit 1** of the Lease, which was a copy of the Easement Agreement, is hereby deleted in its entirety as it has been rendered null and void by virtue of the Deed of Dedication. Paragraph 24(l) of the Lease, which references assignment of the Easement Agreement, is hereby deleted in its entirety.

(c) **Exhibit 2** of the Lease, which is titled “Description of Premises”, is hereby deleted in its entirety and replaced in its entirety with **Exhibit 2-A** attached hereto and incorporated herein by reference in its entirety.

(d) Paragraph 12 of the Lease is hereby deleted in its entirety and replaced with the following:

**ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property from an open and improved road to the Premises, by way of adjacent lands owned by Landlord known as UPI No. 32-1-34.1, and over lands owned by Texas Eastern Transmission, LP known as UPI No. 32-1-34, by virtue of that certain Access Easement Agreement recorded with the Chester County Recorder of Deeds in Book 7726 page 850, as Instrument No. 10945565, for the installation, maintenance, and operation of the System and any utilities serving the Premises. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord cannot provide access to the Premises as described above, Landlord shall grant access to Tenant through (1) any easement that Landlord acquires from a third party

for Landlord's own access to the Property, or (2) an easement over other lands owned by Landlord. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a material default under this Lease. Upon Tenant's request, Landlord will execute a separate recordable easement reasonably satisfactory to Tenant evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant in order to provide utility service to the System, then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility on the Property and the adjacent property owned by Landlord and referenced above, for the benefit of Tenant, at no cost to Tenant.

**4. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Amendment cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. All other terms, conditions and provisions of the Lease not amended hereunder are hereby ratified and confirmed and shall remain in full force and effect.

(b) **Bind and Benefit.** The terms and conditions contained in this Amendment will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Severability.** If any term or condition of this Amendment is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

(d) **Counterparts.** This Amendment may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties.

(e) **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail.

*[SIGNATURES APPEAR ON THE NEXT PAGE]*

IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease Agreement to be duly executed and effective as of the date first written above.

**LANDLORD:**

**ATTEST:**

**UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Gwen A. Jonik, Township Secretary

\_\_\_\_\_  
Sandra M. D'Amico, Chair

\_\_\_\_\_  
Jamie W. Goncharoff, Vice-Chair

\_\_\_\_\_  
Jennifer F. Baxter, Member

**TENANT:**

**THE COUNTY OF CHESTER**

Attest: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Marian Moskovitz,  
Chair,

County Commissioner

By: \_\_\_\_\_  
Joshua Maxwell, Vice Chair  
County Commissioner

By: \_\_\_\_\_  
Michelle Haris Kichline  
County Commissioner

**EXHIBIT 2-A**

**DESCRIPTION OF PREMISES**

*[attached]*

Presented by:

**HARRIS**

RF Communications Division

1000 Kreider Drive  
Suite 600  
Middletown, PA 17057

Prepared by:

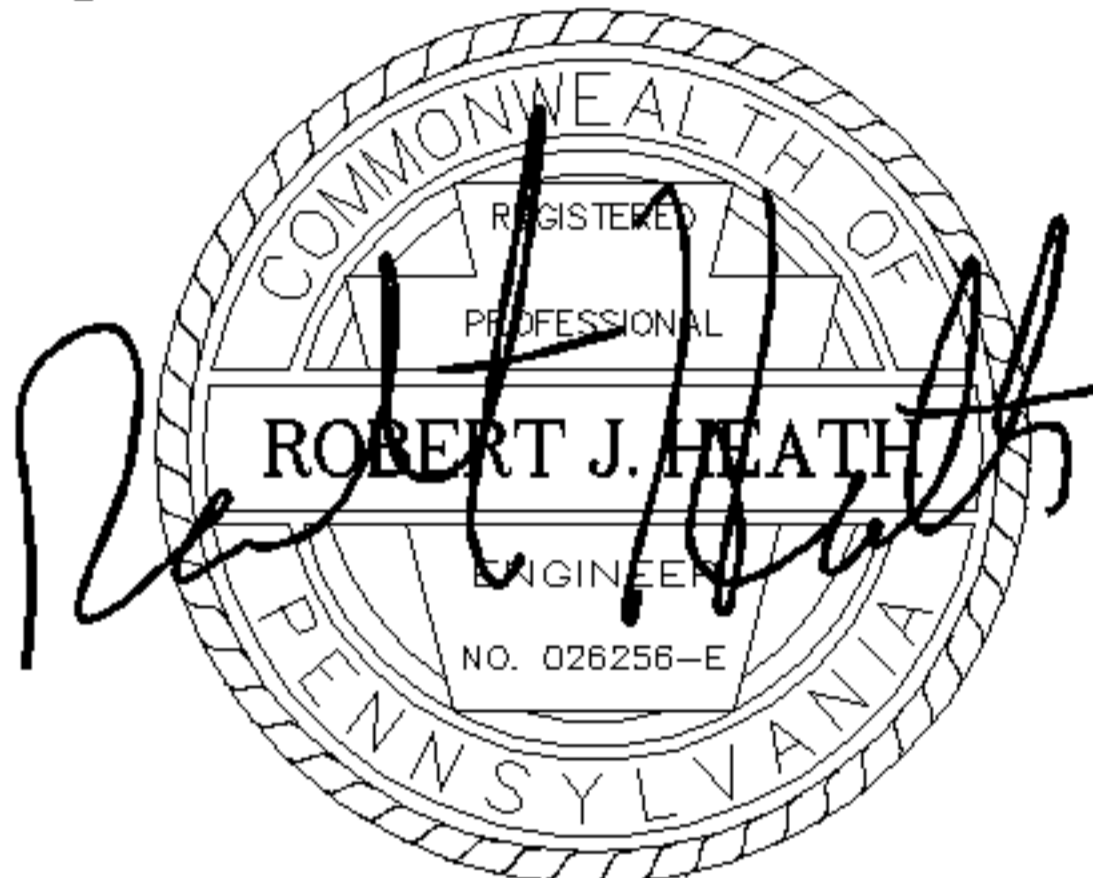


Robert J. Heath PE, LLC

1116 WALNUT LANE,  
LANSDALE, PA 19446  
TEL: 267-250-9931

IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. THE ALTERING CONSULTANT SHALL AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND DATE OF ALTERATION.

Engineer's Seal:



DRAWING REVISION HISTORY	
NO.	DESCRIPTION
0	2014-01-17 PRELIMINARY PLAN FOR REVIEW
1	2014-10-20 REVISED ZONING INFO.
2	2014-11-03 REVISED ZONING INFO.
3	2015-08-20 SITE ASBUILT DRAWINGS

CHESTER COUNTY  
P25 VOICE RADIO PROJECT

Site Name:  
UPPER UWCHLAN TWP.

Site Code:  
TWR36

Sheet Title: Sheet #:  
Property Boundary Plan C2.0

Drawing File Name:  
CHESCO\_UUT36\_C20\_R3.dwg

N/F TEXAS EASTERN  
TRANSMISSION CORP.  
DEED BOOK G-22, PAGE 434  
UPI 32-1-34-U

EXISTING PRIVATE ROAD,  
MACADAM, 16' WIDE; GOES WEST  
TO PA-100 (POTTSTOWN PIKE)

EXISTING UUT FACILITY  
BUILDINGS

NEW CHESCO ACCESS ROAD 24'  
WIDE X 30' WITH 10' X 20' PARKING

NEW CHESCO 11'-8" X 20' SHELTER;  
10' HIGH; 234 SQ. FT. FOOTPRINT

NEW CHESCO 300' SS TOWER  
WITH 21' AIR TERMINAL

NEW CHESCO COMPOUND FENCE, 8' HIGH

CURRENT UUT FACILITY  
UNDER CONSTRUCTION

EXISTING PARKING  
LOT, GRAVEL

EXISTING PECO POWER  
UTILITY POLE #91554D

EXISTING ROAD, MACADAM,  
18' WIDE (NO NAME)

N/F UPPER UWCHLAN TOWNSHIP  
DEED BOOK 6845 PAGE 1563  
UPI 32-1-34.1E

N/F TOLL PA V LP  
DEED BOOK 5315 PAGE 1515  
UPI 32-1-34.1B  
(LI - LIMITED INDUSTRIAL DISTRICT)

EXISTING  
RETENTION  
POND

EXISTING  
ATHLETIC  
FIELDS

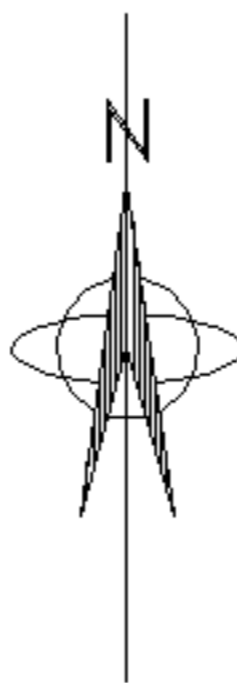
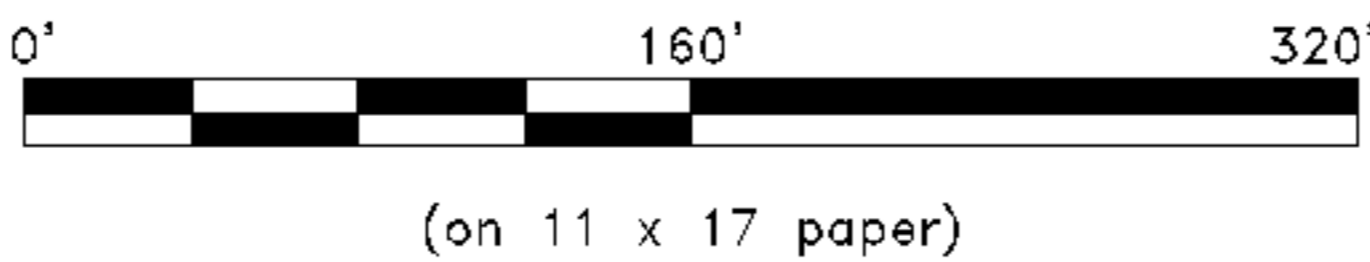
N/F FELLOWSHIP ROAD LP  
DEED BOOK 5896 PAGE 2012  
UPI 32-1-34.1A

N/F CHESTER SPRINGS VENTURES LLC  
DEED BOOK 7070 PAGE 1552  
UPI 32-1-34.1C

LINETYPE LEGEND	
---	PROPERTY LINE
----	BUILDING SETBACK
----	ACCESS EASEMENT
----	MUNICIPAL ROW
----	EXISTING ROADS
----	LEASE FOOTPRINT
x-x	EXISTING CHAINLINK FENCE
----	EXISTING LAKES & PONDS
OHE	OVERHEAD ELECTRIC
~	NEW CHAINLINK FENCE

PROPERTY BOUNDARY PLAN

SCALE 1" = 160'



DEPARTMENT OF  
EMERGENCY SERVICES  
~  
VOICE RADIO PROJECT



1000 Kreider Drive  
Suite 600  
Middletown, PA 17057

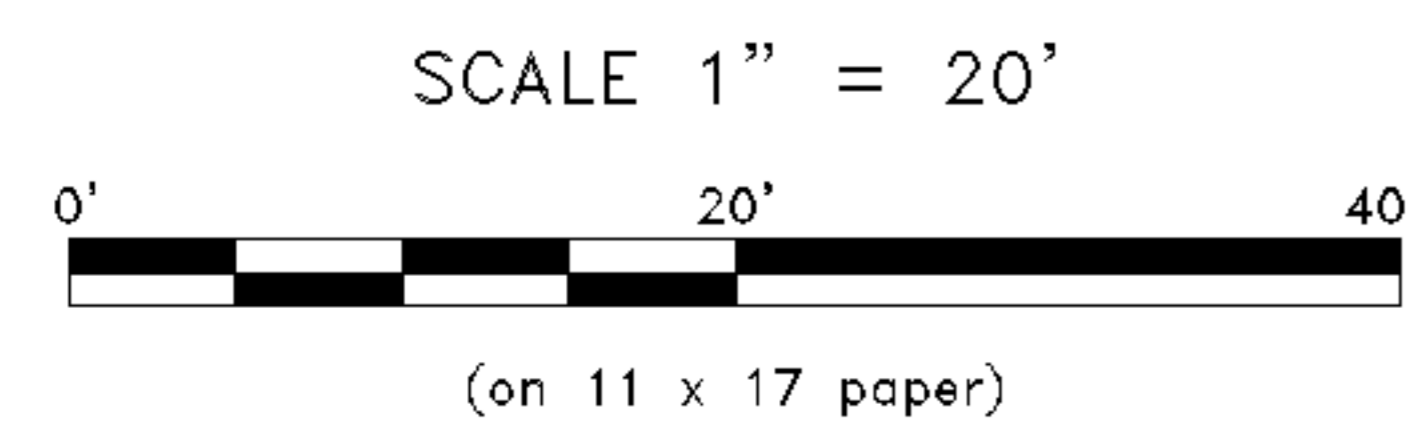


IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. THE ALTERING CONSULTANT SHALL AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND DATE OF ALTERATION.

COMMONWEALTH OF PENNSYLVANIA  
 REGISTERED PROFESSIONAL ENGINEER  
 ROBERT J. HEATH  
 ENGINEER  
 NO. 026256-E

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Drawing File Name:  
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January 7, 2020

Ms. Shanna Lodge  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, Pa 19425

RE: UPPER UWCHLAN TOWNSHIP  
Recycling Program 902-002-2019

Dear Ms. Lodge:

We are pleased to announce the approval of a Recycling Development and Implementation Grant under Section 902 of the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) for Upper Uwchlan Township. The grant awards **\$15,776.00** of the total **\$17,529.00** project.

If your municipality will not accept this award, please notify us in writing within 30 days from the date of this letter. The grant agreement must be executed within one year of this letter; otherwise funds will lapse. Please find an enclosed copy of the grant agreement and signature page. Print three (3) copies of the signature page. You must sign all three signature pages and include the official seal. Stamped signatures cannot be accepted.

To execute the agreement efficiently, please return the draft agreement, including the three signature pages, by **March 2, 2020** to Mark Vottero at the address below. After we receive the draft agreement and all three signature pages, the grant will be processed. Processing the grant and fully executing the agreement requires approximately eight weeks. The Department provides grant funds on a reimbursement basis. We will forward reimbursement forms to you along with the fully executed grant agreement.

Please be aware that any expenditures you may make prior to the fully executed grant agreement would be at your own risk.

Thank you for your efforts and commitment to recycling. If you have any questions about the grant awards, please contact [mvottero@pa.gov](mailto:mvottero@pa.gov) or (717) 772-5719. For more information about DEP's recycling program, please visit our website at [www.depweb.state.pa.us](http://www.depweb.state.pa.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Todd A. Pejack".

Todd A. Pejack, Chief  
Municipal Recycling Implementation Section

Enclosures

**DEP Form Contract 7C-FA-28.0**  
**Revised July 2013**  
**Program ID: 902-002-2019**

**DEP GRANT AGREEMENT**  
**902 MUNICIPAL RECYCLING PROGRAM GRANT**

This Grant Agreement is entered into, by and between **Upper Uwchlan Township**, (“Grantee”) and the Commonwealth of Pennsylvania, Department of Environmental Protection, (“Department” or “DEP”).

**WITNESSETH:**

WHEREAS, Grantee has submitted a grant application for the 902 Municipal Recycling Program Grant project (“Project”) and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this Grant Agreement pursuant to Section 902 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, provides for the issuance of grants to municipalities in support of municipal recycling program activities.

NOW THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. MAXIMUM GRANT DOLLAR AMOUNT – DEP grants to Grantee the amount not to exceed **\$15,776.00**.
2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Grant Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below) or; (b) the date of final payment.
3. PERIOD OF PERFORMANCE – Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed through two years minus one day past that date (the “Project Completion Date”). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.
4. STANDARD COMMONWEALTH ATTACHMENTS – Grantee shall comply with the terms and conditions applicable to “Contractor” in the following standard Commonwealth attachments, each attached hereto and made a part hereof. See Attachment A – Provisions for Commonwealth Contracts. See Attachment B – Nondiscrimination / Sexual Harassment Clause.

5. DEP GENERAL CONDITIONS – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment C and made a part hereof. For the purposes of the attached, “Grantee” and “Contractor” are synonymous. See Attachment C – DEP General Conditions.

6. SCOPE OF WORK; BUDGET – Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D attached hereto and made a part hereof. Grantee shall incur expenses under this Grant Agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. See Attachment D – Scope of Work Narrative/Fiscal Summary Budget.

7. SPECIAL CONDITIONS – Grantee shall perform all Project work in accordance with the following grant program-specific special conditions attached hereto and made a part hereof. See Attachment E – Special Requirements/Special Conditions.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

*Townships/Counties*

GRANTEE ATTEST/WITNESS:

**Upper Uwchlan Township:**

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

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

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

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

\_\_\_\_\_  
(Township) Secretary/Treasurer (circle correct)  
(County) Chief Clerk

Commissioners / Supervisors (circle correct)

127733 / 232407009

Vendor Number / Federal ID Number

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Krishnan Ramamurthy, Deputy Secretary  
for Waste, Air, Radiation and  
Remediation

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Chief/Assistant Counsel  
Department of Environmental Protection

PRE-APPROVED 7C-FA-28.0  
Office of General Counsel

PRE-APPROVED 7C-FA-28.0  
Office of Attorney General

I hereby approve this agreement and certify that funds in the amount of **\$15,776.00** are available under the Appropriation Symbol:

2019-2009400000-3522509000-3525000015-6600400	\$789.00
2020-2009400000-3522509000-3525000015-6600400	\$11,043.00
2021-2009400000-3522509000-3525000015-6600400	\$3,944.00

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Encumbrance Date

\_\_\_\_\_  
Document Number

## PROVISIONS FOR COMMONWEALTH CONTRACTS

### **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

#### **I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:**

- A. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- B. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- C. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth, and **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- D. **“Financial Interest”** means either:
  - 1) Ownership of more than a five percent interest in any business; or
  - 2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- E. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- F. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**II. In furtherance of this policy, Contractor agrees to the following:**

A. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

B. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

C. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

D. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

E. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:

- 1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- 2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- 3) had any business license or professional license suspended or revoked;

- 4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- 5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

F. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

G. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

H. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

I. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

J. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

#### **OFFSET PROVISION**

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

#### **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

A. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any

governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

- B. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone Number: (717) 783-6472  
FAX Number: (717) 787-9138

### **THE AMERICANS WITH DISABILITIES ACT**

- I. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations

promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- II. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

## **RIGHT TO KNOW LAW**

### **I. If this contract is a grant agreement:**

- A. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
- B. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- D. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written

statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

## **II. If this contract is a lease agreement:**

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

B. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different

contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.

D. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred

by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

### **III If this contract is other than a grant or lease agreement:**

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.

B. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

D. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### **PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):**

##### **I. For Procurement Contracts:**

A. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

B. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.

C. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Contractor may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

## **II. For Grant Contracts:**

A. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101

B. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.

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

D. Grantee may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

## **APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and

sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GENERAL CONDITIONS**

1. Legality – All work under this Agreement shall be performed in accordance with applicable statutes, rules, and regulations of the Federal, State, and local governments.
2. Subcontracts – No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
3. Changes – The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
  - A. Changes to the scope of work involving the addition of specific work tasks.
  - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
  - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
4. Suspension – When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
5. Assignment – Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
6. Termination – The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

- A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
- B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.
- C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
7. Extension of Time – Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.
8. Conflict of Interest –
- A. Interest of members of the Commonwealth and others – No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Interest of Contractor – The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
9. Hold Harmless – Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.
10. Payments – Payment will be made to the Contractor as stipulated in the Agreement or Attachment E, as applicable. In the event Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.

11. Interest Payments – For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.
12. Disputes – All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
13. Fiscal Records – Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.
14. Retention of Records – The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
15. Right to Audit – The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
16. Copyright and Patent Indemnity – The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
17. Copyright and Publication Rights – All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.
18. Sensitive Information – The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies including the Department, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

Furthermore, personal data, including names and addresses obtained in conjunction with grant activities, shall not be used in any manner other than that contained in the scope of work. Such information shall not be sold or used to create solicitation lists of any kind, including donor solicitation lists.

19. Indirect Costs – Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

**ATTACHMENT D – FISCAL SUMMARY BUDGET**

**Upper Uwchlan Township Project Cost and Budget Data**

The Grantee will complete the tasks as set forth in “Attachment D - Scope of Work Narrative” of this Agreement. Grant funds will be utilized to augment the Township's curbside collection program.

<b>BUDGET ITEM</b>	<b>TOTAL APPROVED COSTS</b>	<b>DEP SHARE</b>	<b>APPLICANT MATCH</b>
A. Project Development	\$0.00	\$0.00	\$0.00
B. Public Education	\$1,831.00	\$1,647.00	\$184.00
C. Collection Equipment	\$15,698.00	\$14,129.00	\$1,569.00
D. Processing Equipment	\$0.00	\$0.00	\$0.00
E. Building Costs	\$0.00	\$0.00	\$0.00
F. Land Associated Cost	\$0.00	\$0.00	\$0.00
G. Other	\$0.00	\$0.00	\$0.00
Total Approved Cost	\$17,529.00	\$15,776.00	\$1,753.00

**ATTACHMENT D – SCOPE OF WORK NARRATIVE**

**Upper Uwchlan Township Municipal Recycling Program Grants  
Approach to Services**

**A PROJECT DEVELOPMENT**

NONE

**B. PUBLIC EDUCATION**

Under this category, the Township will conduct an education program consisting of printed materials. Any administration or distribution (i.e. postage) costs associated with this category may only be claimed as match. Grant funds will not be released under this or any other category of this agreement if the Township fails to comply with the provisions of Act 101.

**C. COLLECTION EQUIPMENT**

Under this category, the Township will purchase recycling toters.

**D. PROCESSING EQUIPMENT**

NONE

**E. BUILDING COSTS**

NONE

**F. LAND ASSOCIATED COSTS**

NONE

**G. OTHER**

NONE

**MUNICIPAL RECYCLING PROGRAM 902 GRANT**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**SPECIAL CONDITIONS**

1. The Grantee shall immediately notify the Department, in writing, of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the Scope of Work.
2. Regarding compliance with Paragraph 3.B. of Attachment C of the Grant Agreement, "DEP General Conditions" with respect to reallocation of contract budget categories, while a detailed project budget is not incorporated into this Agreement, Grantee shall advise and receive approval from their Project Specialist of any deviation from the Project Cost/Budget Data that is part of the project file.
3. The Department shall reimburse the Grantee for 90% of the approved cost associated with the completion of the Scope of Work (Section D) incurred between August 28, 1988, and the termination date of this Agreement.
4. Grantee shall maintain accurate fiscal and accounting reports and records including documentation of matching costs charged, expenditures incurred, and Department funds received in the completion of the contract work and shall permit the Department to audit, inspect and review all such reports and records. Records must include, but not necessarily be limited to, the following:
  - a. Purchased material or services document
  - b. Matching costs (documented for source and charges)
5. Grantee hereby agrees to provide a 10% share of match of the grant award for this project in the form of cash expenditures and or otherwise noted in Scope of Work Narrative/Fiscal Summary Budget in Attachment D. Match shall be accumulated on an ongoing basis during the term of this Agreement. The records shall be retained and made available for audit for a period of three (3) years after the final payment is made and the Agreement has expired, and all other pending matters are resolved.
6. Grantee agrees to comply with Office of Management and Budget Circular (OMB) A-102 entitled: Uniform Administrative Requirements for Grants-In-Aid to States and Local Governments.
7. Disbursement requests shall be submitted in duplicate (2) on forms provided by the Department. Payment for disbursement requests shall be based on evidence of having completed, significantly, the Scope of Work, evidence of expenditures incurred, and expenditure of required match share. All costs must be incurred in

accordance with Fiscal Summary Budget. Any deviation from this must be approved by the Department. All disbursement requests must be submitted to the Department within two months after the Project Completion Date.

8. Each disbursement request shall be accompanied by a Progress Report summarizing the work completed to date on each task in Item D Scope of Work. At a minimum, however, such Progress Reports, whether or not accompanied by a disbursement request, shall be submitted on a semi-annual basis commencing six (6) months after the execution date of this Agreement. One (1) copy of the final Project Report shall be submitted to the Department's Central Office and once (1) copy to the Regional Office within two (2) months after the project completion date.
9. All reimbursable work under this Agreement shall be completed not later than two (2) years after the date funds were encumbered by the Department for this Agreement. The "Date of Encumbrance" is indicated on the signature page of this Agreement. The Department, however, shall monitor this Agreement and shall have the authority to terminate its existence prior to the termination date when, in its sole discretion, it finds:
  - a. The Grantee has breached any of the terms or conditions of this Agreement, and/or
  - b. The Scope of Work is not being completed in a timely fashion, as shown in the Project Cost/Budget Data section of this Agreement.
  - c. At the discretion of the Department upon written notification to the Grantee with the effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

In taking steps to terminate this Agreement, under subsections a. or b. above, the Department shall provide the Grantee with a written notice outlining its reasons for such intended action and providing the Grantee with a minimum of ten (10) working days during which time the Grantee may provide comment to the Department's notification. Should the Grantee fail to submit justification, Agreement termination shall take effect at the end of the ten (10) working day comment period specified in the notification letter. If the Department finds justification submitted by the Grantee to be unacceptable, termination shall be in writing and the Department shall provide reasons for nonacceptance.

10. Changes to this Agreement may be made at the request of either party, with the concurrence of the other. Changes shall require a formally executed amendment with the exceptions listed below. All requests for formal amendments must be received by the Department no later than three (3) months prior to the termination date set forth in Section 3. Period of Performance. The following types of minor changes may be made by a letter of mutual consent between the Department and the Grantee:

- a. Changes to the task descriptions contained within the Scope of Work, provided such changes do not add new tasks to the Scope of Work.
  - b. Changes to increase/decrease costs associated with the completion of any given task provided such increases/decreases do not increase the maximum reimbursement dollar amount set forth in the grant agreement.
  - c. A single time extension of three months.
  - d. Requests for such minor changes must be received by the Department by no later than one (1) month before the termination date set forth in Section 3 Period of Performance.
11. The Grantee shall provide the Department with an independent performance audit of financial transactions and compliance with contract terms pertaining to work performed under this Agreement. The audit shall be completed in accordance with the Standards of Audit of Government Organization, Programs, Activities, and Functions issued by the Comptroller General of the United States as it relates to financial and compliance audits. The auditor shall have access to the records of the Grantee and consultant or subcontractors for purposes of performing the audit. The audit report original and one copy shall be submitted by the Grantee to the Department's Bureau of Waste Management, P.O. Box 8471, Harrisburg, PA 17105-8471 within six (6) months after all reimbursable work under this Agreement has been completed. Failure of the Grantee to complete this audit in accordance with the requirements herein stated, and to submit this audit by the indicated deadline shall, at a minimum, entitle the Department, in its sole discretion, to disqualify the Grantee from consideration for any future grant offerings from the Department's Bureau of Waste Management and shall further constitute grounds for Department termination of any such grant agreements that may be in effect on the date of such deadline. No funds under this Agreement shall be utilized in the fulfillment of this audit requirement. The Commonwealth will accept an audit made in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 in lieu of any other Federal or State requirement for conduction and audit of Federal financial assistance programs. However, the Commonwealth reserves the right for the Department or their authorized representative to perform additional audit work, if deemed necessary.
12. Anything in this Agreement to the contrary notwithstanding, the Department shall not be obligated to make payments to the Grantee if funds have not been deposited into the Recycling Fund for the purpose of making grants to municipalities in support of municipal recycling programs.
13. The Grantee shall use no funds available under this Agreement to pay anyone on the payroll of the Department unless such payments are specifically and previously approved by the Executive Board of the Commonwealth. The Grantee shall also refund to the Department any funds received from the Department which exceed a total of ninety percent (90%) of the approved costs incurred by the Grantee to fulfill its obligations hereunder.

14. Funds encumbered under this agreement shall lapse automatically to the Recycling Fund if funds are not expended on a timely basis as herein agreed upon. An extension of the Agreement termination date set forth in Section 3 Period of Performance above through implementation of a letter of mutual consent may be agreed upon by the Department, not to exceed three (3) months.
15. Upon request of the Department, the Grantee shall provide the Department's Regional and Central Offices with one copy each of all subcontracts proposed to be executed with any consultant/subcontracts for the completion of any portion of the Attachment D Scope of Work. The Department shall also be afforded an opportunity to discuss the Grantee's intentions regarding the selection of any such consultant/subcontractor that will entail the expenditure of 50% or more of the grant funds provided under this agreement. All subcontracts must contain a provision requiring the consultants/subcontractors to adhere to any and all provisions applicable to the Grantee in the performance of work under this Agreement. In all events, the Grantee shall be responsible for the quality of the performance of all such subcontracted work.
16. The Grantee agrees to appoint a Project Officer who, on its behalf, shall constitute its primary contact with the Department during the completion of the Scope of Work. The Department shall be so notified in writing within ten (10) working days of the Grantee's receipt of this Agreement. Such Project Officer shall constitute the primary Department contact during the term of this Agreement.
17. The terms and conditions of the Grantee's grant application are incorporated by reference, as if fully stated herein; provided, however, that the provisions of this Agreement shall supersede any conflicting provisions of the Grant Application.
18. Equipment and property purchased with grant funds under this agreement and with a purchase price of \$1,000 or greater shall be clearly identified by the Grantee, through a sign or lettering permanently affixed to the equipment or property, as being funded by a Pennsylvania Department of Environmental Protection Act 101 Section 902 Recycling Grant. Reports resulting from this Agreement must identify on the cover the fact that they have been partially funded by an Act 101 DEP Municipal Waste Recycling Program Grant.
19. Equipment purchased for the recycling program must be used exclusively for this purpose during the term of its useful life. "Useful life" shall mean the period of time a particular item is able to function as intended, with the aid of proper maintenance and repairs. Grantee must retain sole ownership of such equipment unless otherwise approved in writing by the Department.
20. The Department may withhold ten percent (10%) of the grant award until all conditions of the Agreement have been completed and verified.

21. Contract Documents: The following documents are attached hereto, incorporated herein and made part of this Agreement:

Attachment A: Provisions for Commonwealth Contracts.  
Attachment B: Nondiscrimination/Sexual Harassment Clause.  
Attachment C: DEP General Conditions.  
Attachment D: Scope of Work Narrative & Fiscal Summary Budget.  
Attachment E – Special Conditions.

For the purposed of these attachments, the terms “Grantee” and “Contractor” are synonymous.

22. Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expensed, claims, demands, suits, and actions by any party against the Commonwealth in connections with the work performed by Contractor.

ALYSON M. ZARRO  
alyson@rrhc.com  
Extension 202



January 29, 2020

**Via Hand Delivery**

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

**Re: Equus/Upper Uwchlan – Byers Station – Parcel 5C**

Dear Gwen:

Enclosed are three (3) originals of the Drainage Improvement Maintenance Agreement between Byers Retail Acquisition Limited Partnership (“Byers”) and the Township, which have been executed on behalf of Byers. Kindly provide this Drainage Improvement Maintenance Agreement to the Board of Supervisors for consideration of approval at its February 18, 2020 meeting.

As always, please feel free to contact me with any questions. Thank you.

Very truly yours,

ALYSON M. ZARRO

AMZ/bas  
Enclosure

cc: Shanna Lodge, Acting Township Manager (w/enclosure – via email)  
Kristin Camp, Esquire, Township Solicitor (w/enclosure – via email)  
Bob Dwyer (w/enclosure - via email)

RECEIVED  
JAN 29 2020  
UPPER UWCHLAN TWP.

RETURN TO:  
Kristin S. Camp, Esquire  
Buckley Brion McGuire & Morris LLP  
118 West Market Street  
Suite 300  
West Chester, PA 19382

UPI No. 32-4-1090

### DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT

THIS DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this 24th day of January, 2020, by and between BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Byers"); and UPPER UWCHLAN TOWNSHIP, a municipal subdivision of the Commonwealth of Pennsylvania ("Township").

### **BACKGROUND**

A. Byers is legal owner of an approximately 13.439 acre tract of land situate on the east side of Pottstown Pike at its intersection with Station Boulevard in Upper Uwchlan Township, Chester County, Pennsylvania, said tract being more particularly described in a Deed recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania, in Deed Book 9887, Page 1634 ("Tract").

B. Final Planned Residential Development Plan approval has been granted by the Township for the construction of a residential townhouse development and commercial development on the Tract pursuant to a plan entitled "Amended Final PRD Plans for Byers Retail Acquisition, L.P. – Final Plan for Lot 2A and 2B of Parcel 5C" prepared by Bohler Engineering, Inc. dated March 25, 2019 and last revised August 16, 2019 ("Plan").

C. Byers intends to subdivide the Tract into two parcels, identified as "Lot 2A" and "Lot 2B" on the Plan, as shown on Exhibit A attached hereto.

D. Lot 2B is proposed to be developed for commercial use and is intended to be the property to which this Agreement applies.

E. Byers has applied to the Pennsylvania Department of Transportation ("PennDOT") for a Highway Occupancy Permit ("Roadway HOP") for construction of certain improvements in the right-of-way of Pottstown Pike (S.R. 0100).

F. A prerequisite of Byers' Roadway HOP approval will be a separate Stormwater Facilities PennDOT highway occupancy permit for the installation of certain drainage facilities ("Drainage HOP") in the right-of-way of Pottstown Pike including two (2) Type C inlets with standard boxes, one (1) Type M frame on grate inlet with standard box, and 282 linear feet of 18" reinforced concrete pipe in the Pottstown Pike right-of-way (collectively, the "Drainage Facilities").

G. Pursuant to that certain PennDOT Strike-Off Letter No. 470-12-01 dated January 11, 2012 ("Strike-Off Letter"), PennDOT is requiring that the Township be a co-applicant on the application for the Drainage HOP (and to become co-permittee) and that the Township accept ultimate responsibility for maintaining the Drainage Facilities in Pottstown Pike.

H. The Township is willing to join with Byers as co-applicant of the Drainage HOP (and to become co-permittee) subject to the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, Byers 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. Drainage HOP Application. Byers shall cause to be prepared, at no cost or expense to the Township, an application to PennDOT for approval of the Drainage HOP ("Application"). The Application shall be prepared in a form and substance satisfactory to the Township and shall name the Township as the co-applicant for the Drainage HOP. Upon completion of the Application, the Township shall execute the Application and provide the Application to Byers' traffic engineer for submission to PennDOT for review. In the event PennDOT should require any modifications to the Application or request additional information in connection with the Application, the Township shall notify Byers of the same and Byers shall cause compliance with the same in a form and content satisfactory to the Township. Upon approval and issuance of the Drainage HOP, the Township shall notify Byers of the same and provide Byers with a copy of the Drainage HOP.

3. Construction of Improvements. Concurrent with the construction of the improvements set forth in the Plan for Lot 2B, Byers shall cause to be constructed, at no cost or expense to the Township, the Drainage Facilities set forth in the Drainage HOP in a good and workmanlike manner and in conformance with the requirements of the Drainage HOP and the Plan and otherwise in conformance with other applicable PennDOT requirements and Township requirements. If PennDOT should require an improvement guarantee for the cost of construction and installation of the Drainage Facilities, Byers shall cause such financial security to be provided to PennDOT prior to the commencement of construction of the Drainage Facilities. If PennDOT does not require an improvement guarantee for the cost of construction and installation of the Drainage Facilities, Byers shall cause sufficient financial security for the Drainage Facilities to be posted with the Township.

4. Maintenance and Usage of Drainage Facilities. Attached as Exhibit B of this Agreement is a drawing entitled "Elevation and Drainage Plan" dated August 6, 2019 and last revised November 1, 2019 prepared by Traffic Planning & Design, Inc., which depicts that portion of the Drainage Facilities for which PennDOT has assigned ultimate maintenance responsibilities to the Township. Byers shall assume from the Township the maintenance responsibility for that area designated in Exhibit B and Byers shall perform all maintenance to said Drainage Facilities as may be required from time to time by PennDOT or the Township pursuant to applicable laws and regulations. The Township shall provide Byers written notice of any work required of Byers pursuant to the terms of this Agreement. Notwithstanding the foregoing, Byers shall have no responsibility for any relocation, modification or expansion of the subject Drainage Facilities that are not required for maintenance purposes. In addition, the Township shall not allow any additional land development within the upstream drainage field of the Drainage Facilities which would adversely impact the operation, integrity or maintenance of those Drainage Facilities Byers is required to maintain without the prior written consent of Byers.

A. Inspections. Byers shall cause the Drainage Facilities to be inspected not earlier than September 1<sup>st</sup> and not later than September 30<sup>th</sup> of the calendar year and each calendar year thereafter. All such inspections shall be performed by a civil engineer licensed as such in the Commonwealth of Pennsylvania who shall prepare a written inspection report in which such civil engineer shall (i) identify the condition of the Drainage Facilities as of the time of his or her inspection thereof; (ii) identify any maintenance, repairs and/or modifications that Byers performed with regard to the Drainage Facilities during the twelve (12) month period immediately preceding such inspection; (iii) identify any maintenance, repairs and/or modifications then required in order to permit the Drainage Facilities to function in accordance with the design thereof; and (iv) other than as to such maintenance, repairs and/or modifications (if any), certify that the Drainage Facilities are functioning in accordance with the design thereof. The written inspection report shall be submitted to the Township Engineer within two weeks of completion of the report. If maintenance, repairs and/or modifications for the Drainage Facilities are/is recommended in the inspection report, Byers shall complete those within thirty (30) days of the date that PennDOT shall authorize the same and, within two (2) weeks after completion of the maintenance, repairs and/or modifications, the civil engineer who prepared the annual inspection report, as aforesaid, shall submit to the Township a follow-up inspection report pursuant to which he or she shall include a description of the maintenance, repairs and/or modifications performed and a certification that the Drainage Facilities are then functioning in accordance with the design thereof.

B. Township Right to Cure. In the event Byers fails to comply with the terms of this Agreement and Township shall elect to cure the Deficiencies (as hereinafter defined), Township shall send written notice to Byers specifying the areas of noncompliance ("Deficiencies") and the steps that Byers must take to comply. In the event Byers does not comply with the terms of the notice within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within such thirty (30) day period due to weather conditions, refusal or delay by PennDOT to authorize the same or otherwise, the Township shall have the right, but not the obligation, to complete any maintenance, repairs and/or modifications necessary to correct the Deficiencies and, thereafter:

1. collect the cost thereof from Byers by municipal lien against Lot 2B; and/or
2. collect the cost thereof (together with Township's actual and reasonable engineering, legal and court costs) from Byers; and/or
3. pursue any other remedy allowed by law or equity.

C. Prohibition of Alteration or Removal. Except as expressly set forth in this Agreement or as required pursuant to applicable law to the contrary, Byers shall not alter or remove the Drainage Facilities unless Byers receives prior written approval for such alteration or removal from each of the Township and PennDOT.

5. Insurance; Indemnity.

A. Insurance. Byers shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policy(ies) covering injury, death or property damage claims arising out of the installation, construction, operation or maintenance of the Drainage Facilities. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance policy(ies) shall be occurrence based and shall name Township as an additional insured. Any policy of insurance required hereunder shall provide that such policy may not be cancelled without first giving Township thirty (30) days' prior written notice of cancellation and shall contain a waiver of subrogation clause *vis-à-vis* the Township. Byers' insurance shall be primary and non-contributory to insurance coverage maintained by Township. Byers shall provide to Township a Certificate of Liability Insurance annually at the policy renewal which shall include the aforementioned limits, additional insured endorsement and prior cancellation notice clause. The insurance carrier providing such coverage shall be rated at minimum of "A" per A.M. Best insurance rating agency.

B. Indemnification of Township. Except for Township Claims (as hereinafter defined) arising out of or in any manner or form related to the negligence or willful misconduct of the Township and/or any of the Township's officials, agents, contractors, employees or subcontractors, Byers, for itself and its successors or assigns, shall at all times indemnify and defend (with counsel selected by Byers) the Township and, as applicable, its elected officials from and against any and all claims, suits, legal expenses or judgments arising out of or related in any respect to the installation, construction, operation or maintenance of the Drainage Facilities (collectively the "Township Claims"). Byers shall have the duty to defend the Township and, as applicable, its elected officials against any Township Claims made by any person who alleges that adverse conditions, damages, or loss have been caused by installation, construction, operation or maintenance of the Drainage Facilities (excepting maintenance that Township performs pursuant to Section 4.B. of this Agreement). In the event Byers fails to undertake the defense of any Township Claims and Township is required to enter upon its own defense, Byers shall reimburse the Township for all actual and reasonable defense expenses the Township incurs including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Byers shall pay any judgment rendered against the Township as a result of such Township Claim. In the event Byers shall fail to pay the proper

costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to receive the monies it has expended, together with the actual and reasonable attorneys' fees incurred in pursuing reimbursement from Byers, either by (A) commencing a civil action against Byers in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on Lot 2B in an amount equal to the sums required to be expended or (C) any other manner permitted at law or in equity.

6. Drainage HOP Exhibit; Recording of Agreement. Byers and the Township understand and acknowledge that upon issuance by PennDOT of the Drainage HOP, a copy of said Drainage HOP shall be attached to this Agreement as Exhibit C and shall be incorporated into and made part of this Agreement. This Agreement shall then be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania at the cost of Byers.

7. 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  
Telephone No. 610-458-9400  
Email: [slodge@upperuwchlan-pa.gov](mailto:slodge@upperuwchlan-pa.gov)

If to Byers:                              Byers Station Retail Acquisition  
Limited Partnership  
Attn.: Bob Dwyer, Vice President of  
Development  
c/o LandTrust Properties Inc.  
721 Old State Road  
Berwyn, PA 19312  
Telephone No. 610-996-6600  
Email: [bob@landtrustprop.com](mailto:bob@landtrustprop.com)

8. 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 Byers' successors in title to Lot 2B. Neither Byers 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 Lot 2B. This Agreement shall not be applicable and not be binding on Lot 2A.

10. Entire Agreement. This Agreement contains the entire agreement by and between Byers 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.

12. Contingency. This Agreement is contingent upon issuance of the Drainage HOP referenced herein.


***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.

BYERS RETAIL ACQUISITION  
LIMITED PARTNERSHIP,  
a Pennsylvania limited partnership

By: BYERS RETAIL ACQUISITION GP, LLC,  
a Pennsylvania limited liability company,  
its general partner

By:

 VP  
\_\_\_\_\_  
Name: ROBERT J DWYER  
Title: VP of Development

ATTEST:

UPPER UWCHLAN TOWNSHIP

By:

\_\_\_\_\_  
Sandy D'Amico  
Chairperson

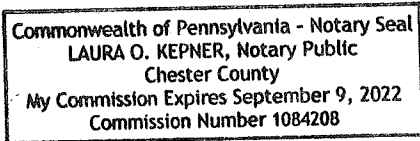
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Chester :

ON this 24<sup>th</sup> day of January, 2020, before me a Notary Public, the undersigned officer, personally appeared Robert J. Dwyer, who acknowledged him/herself to be the VP Development of BYERS RETAIL ACQUISITION GP, LLC, a Pennsylvania limited liability company, general partner of BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership, and s/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.

Laura O. Kepner

Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CHESTER :

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me Sandy D'Amico, who  
acknowledged herself to be the Chairperson 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

## EXHIBIT A

[illegible]

## EXHIBIT B

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
B-0	CHESTER	0100	UPPER UNION TOWNSHIP	5 OF 10
STATION	DATE	BY		
100+00	08/06/19	JST		
100+00	08/06/19	JST		

DATE	BY
08/06/19	JST
08/06/19	JST

DATE	BY
08/06/19	JST
08/06/19	JST

DATE	BY
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08/06/19	JST

DATE	BY
08/06/19	JST
08/06/19	JST

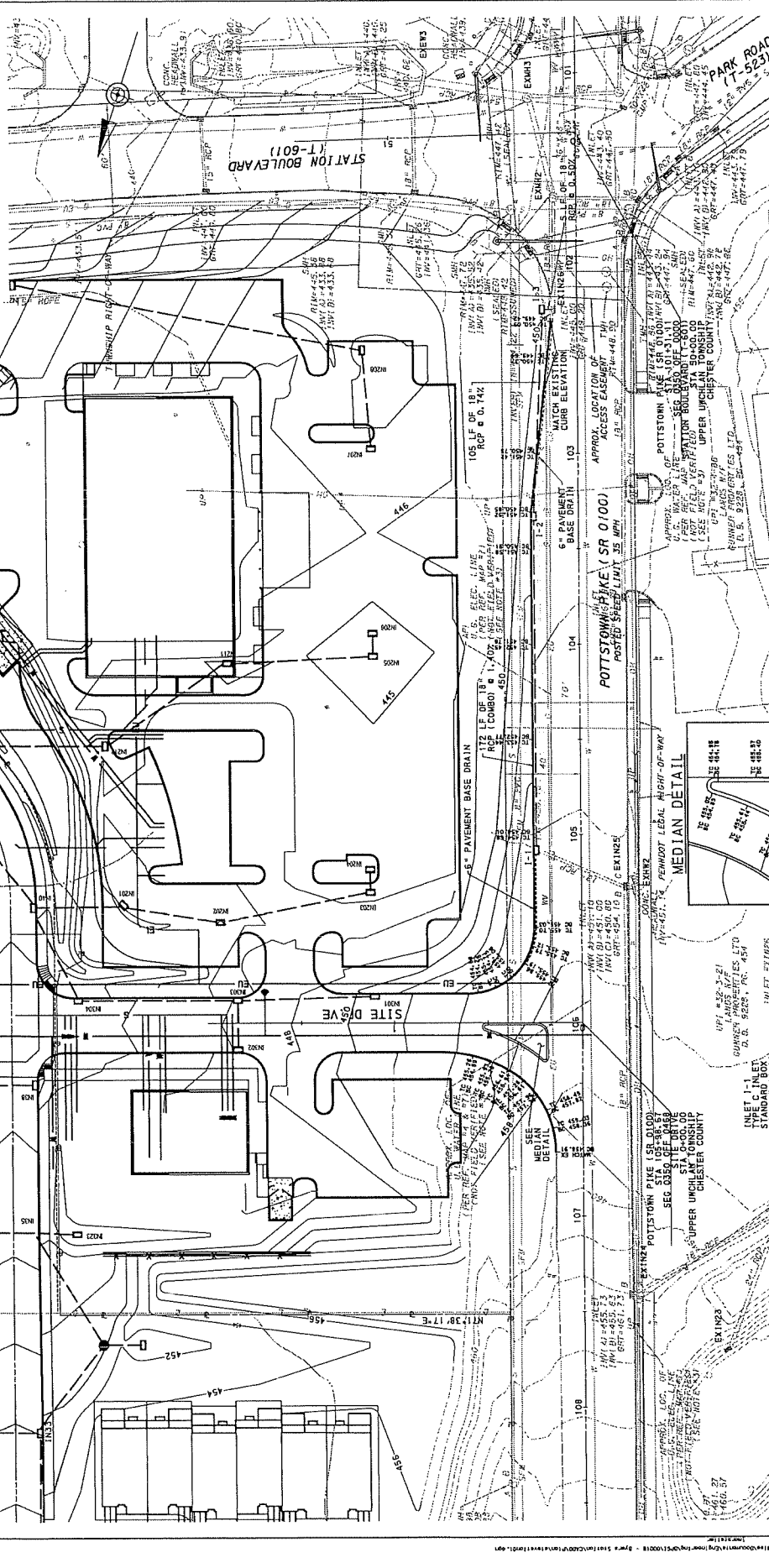
DATE	BY
08/06/19	JST
08/06/19	JST

DATE	BY
08/06/19	JST
08/06/19	JST

DATE	BY
08/06/19	JST
08/06/19	JST

DATE	BY
08/06/19	JST
08/06/19	JST

DATE	BY
08/06/19	JST
08/06/19	JST



**LEGEND**

- E 300.50 - PROPOSED TOP AND BOTTOM OF CURB ELEVATION
- E 300.00 - PROPOSED ELEVATION

**TRAFFIC PLANNING AND DESIGN, INC.**  
[www.TrafficPD.com](http://www.TrafficPD.com) | 610.238.3100 | TPD@TrafficPD.com  
 DATE: 08/06/19 | PROJECT DESIGNER: JST | JOB NO: BGL00018  
 ELEVATION AND DRAINAGE PLAN

**TRAFFIC PLANNING AND DESIGN, INC.**  
 1000 N. 10TH STREET, SUITE 200  
 PHILADELPHIA, PA 19107  
 TEL: 610.238.3100  
 FAX: 610.238.3101  
 WWW.TRAFFICPD.COM

THIS IS A COPY OF THE ORIGINAL DRAWING. ANY CHANGES TO THE ORIGINAL DRAWING SHALL BE MADE TO THE ORIGINAL DRAWING. ANY CHANGES TO THE ORIGINAL DRAWING SHALL BE MADE TO THE ORIGINAL DRAWING.



EXHIBIT C



# UPPER UWCHLAN TOWNSHIP MEMORANDUM

## ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors  
FROM: Shanna Lodge, Acting Township Manager  
SUBJECT: TC Energy – Temporary Easement Agreement  
DATE: February 7, 2020

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Before the Board for your consideration is a Temporary Workspace Easement Agreement with TC Energy (formerly Columbia Pipeline Group), regarding the work to be done in Hickory Park. Capital plans for the Pennsylvania Turnpike, which are to include a widening and reconstruction of the roadway, have necessitated a relocation of a TC Energy pipeline.

The 14" pipeline, which runs north to south across Hickory Park, transports natural gas. The line is currently several feet below ground. TC Energy is being compelled by the Turnpike Commission to relocate the line – within the same right of way, but approximately 25 feet deeper – in anticipation of the Turnpike reconstruction project. The relocation will be achieved by horizontal directional drilling (HDD). The HDD bore to relocate the line will total approximately 600 feet. One end of the bore will be located in Hickory Park, and the other off of Autumn Lane.

A Temporary Workspace Easement Agreement has been drafted to define work areas and stipulate additional restrictions, i.e., the Township Noise Ordinance. The agreement has been thoroughly reviewed and revised by the Township Solicitor.

The Federal Energy Regulatory Commission (FERC) stipulates that landowners be provided 45 days advance notice of the project start. TC Energy has requested that the Township waive this notice period so that the work can begin this month.

**I respectfully request that the Board approve the Temporary Easement and authorize the Acting Township Manager to sign the waiver of the 45-day notification waiting period.**

## TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Upper Uwchlan Township, a political subdivision of the Commonwealth of Pennsylvania ( “**Grantor**”), with a temporary address of 415 Eagleview Blvd., Suite 116, Exton, PA 19341 and Columbia Gas Transmission, LLC, a Delaware Limited Liability Company, with an address of 1700 MacCorkle Avenue SE, Charleston, WV 25301 (“**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Deed dated December 2, 1968, recorded in the Chester County Recorder of Deeds Office in Deed Book N38, Page 1091, with property tax parcel identification number 32-3-80-E; and

WHEREAS, Grantor is the present owner of certain real property being described in that certain Deed dated September 1, 1987, recorded in the Chester County Recorder of Deeds Office in Deed Book 905, Page 339, with property tax parcel identification number 32-3-77.5-E; and

WHEREAS, Parcel 32-3-80-E and 32-3-75.5-E are used by the Township as a public park known as “Hickory Park” and shall collectively be referred to herein as the “Property”; and

WHEREAS, there is an existing natural gas transmission pipeline owned by Grantee on, under and through Parcel 32-3-80-E pursuant to that certain Right-of-Way Agreement dated August 19, 2014 which Agreement was recorded in the Chester County Recorder of Deeds Office in Deed Book 8978, Page 348; and

WHEREAS, Grantee is required to relocate the existing natural gas pipeline on Parcel 32-3-80-E (referred to as the “Line 1278 Relocation”) due to the widening of the Pennsylvania Turnpike; and

WHEREAS, Grantee desires the right to use certain portions of the Property which are labeled on two exhibit plans which are attached hereto and both marked Exhibit “A” for proposed staging areas, proposed temporary workspace areas and proposed additional temporary workspace areas (collectively referred to the “Temporary Easement Areas” (as defined below) in connection with the construction of Grantee’s Line 1278 Relocation (the “**Project**”) on, over, under, across and/or through the Property, in the areas more particularly described and depicted on Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns

the exclusive right, liberty, privilege and easement to use that portion of the Property described and/or depicted in Exhibit A as “Temporary Workspace”, “Additional Temporary Workspace” and/or “Staging Area” (collectively, the “**Temporary Easement Areas**”) for purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee’s reclamation, mitigation and restoration activities related to the Project. Grantor hereby agrees that Grantee’s rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Areas. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Areas over and across the Property, and Grantor hereby agrees that Grantee’s rights hereunder include, without limitation, the right to open, construct, improve, repair, maintain and use a new and/or existing road for ingress and egress in the area of the Property depicted as Proposed Access Roads on Exhibit “A”. Grantee shall be limited to the use of the areas demarcated on Exhibit A and labeled “Temporary Workspace”, “Additional Temporary Workspace” and/or “Staging Area” and shall not be permitted to enter any areas of the Property which are used for ballfields, tennis courts or playground areas.

**2. Restoration.** This Agreement is subject to the conditions that Grantee shall:

A. Complete the Project in accordance with the specifications and notes and conditions on the plans titled, “Line 1278 Relocation Project”, prepared for TC Energy, which are attached hereto as Exhibit "B".

B. Fully restore and level the surface of the Property to, as nearly as can reasonably be done, the same condition as it was prior to any of Grantee’s use of the Temporary Easement Areas so that there shall not be any permanent mounds, ridges, sinks, or trenches left on the Property and clean up and restore the Property in a good workmanlike manner;

C. Fully restore and repave with asphalt all access roads and parking lots used by Grantee on the Property for the Project with a wearing course of at least 2 inches. Fully restore any access road, temporary workspace, or parking lot which has been damaged beyond the wearing course in accordance with the following specifications:

- (i) Base course – Stone, Type 2A or better, compacted to a depth of not less than 4 inches.
- (ii) Binder course – Bituminous Concrete Base Course (BCBC), 4 inches.
- (iii) Wearing course – 2 inches

D. Fully restore all areas of grass on the Property that are disturbed with HGT Kentucky Bluegrass Sod;

E. Fully restore any drainage or irrigation ditches, canals and any other improvements of Grantor, if any, disturbed by Grantee for the Project to at least as good as condition as same were prior to Grantee's use of the Temporary Easement Areas;

F. Fully and promptly restore or replace any fences of Grantor disturbed by the Grantee's use of the Temporary Easement Areas; and

G. Pay for, or restore, any and all damage to other improvements of Grantor on the Property which arise from Grantee's use of the Temporary Easement Areas.

H. In the instance of any claims of damage to Grantor's Property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

3. **Term.** Grantee's use of the Temporary Easement Areas shall be for a period (the "Term") commencing on the date upon which Grantor receives written notice of Grantee's commencement of construction related to the Project ("Commencement Date") and terminating on the earlier of (i) the date upon which Grantee completes its work and has no further use for the Temporary Easement Area, or (ii) April 4, 2020; provided that Grantee shall be given an additional two weeks to restore the Property if necessary. If Grantee does not complete the Project on or before April 4, 2020, it shall pay Grantor an additional Ten Thousand (\$10,000.00) Dollars to compensate Grantor for lost revenue associated with the use of the Property.

4. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder.

5. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside of the boundaries of the Temporary Easement Areas, Grantee shall have the right to access the additional areas of the Property in order to perform such restoration and such actions shall not constitute a trespass; provided that Grantee shall provide first written notice to Grantor advising of the need to access other portions of the Property and specifying the actions proposed to be taken by Grantee to restore the Property. Grantee shall pay Grantor the market rate to rent such portions of the Property utilized during restoration.

6. **Additional Obligations.**

A. Grantee shall take commercially reasonable steps to ensure that proper erosion control measures are implemented on the Property during construction and restoration which steps shall be designed to prevent water runoff and sediment from leaving the Temporary Easement Areas and permanent right-of-way.

B. Grantee agrees that Grantor may assign an inspector to monitor Grantee's and its contractors and subcontractors work during the Project. Grantee shall reimburse Grantor a commercially reasonable amount for payment of such inspector as a reasonable reimbursement Project expense. Grantor shall invoice Grantee on a monthly basis for all inspections and will provide a detailed accounting of all time and activities relating to such inspections. Grantee shall reimburse Grantor in an amount equal to the hourly rate in effect with the Grantor at the time such services are performed.

C. Grantee and its contractors and subcontractors shall abide by the Township's Noise Ordinance which is codified in Chapter 110 of the Township Code, a copy of which is attached hereto as Exhibit "C".

D. Grantee shall demarcate all areas of the Temporary Easement Areas with construction fencing and maintain such fencing during the Project.

E. Grantee shall close the entrance of Hickory Park from Park Road so that no individuals may enter the Park until the Project is completed. Grantee should also install signage to indicate that the Park is closed during the duration of the construction Project.

7. **Insurance.** Prior to the commencement of construction work on the Property, Grantee shall provide to Grantor a copy of its insurance certificate which shall cover all of the activities of its agents, contractors and subcontractors and name the Grantor as an additional insured. Grantee's insurance shall be in the minimum amount of Five Million (\$5,000,000.00) Dollars general liability coverage and workers compensation in the statutory amount. Grantee shall maintain such insurance coverage in full force and effect for as long as Grantee exercises any rights under this Temporary Easement.

8. **Indemnification.** Grantee, on behalf of itself and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, shall indemnify, defend and save harmless Grantor from any claims, suits, causes of action, liability or damages which may be asserted against Grantor arising out of or as a result of the use of the Property in the exercise of the rights herein granted. Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, shall be strictly liable to Grantor for all damages caused to and on the Property caused by Grantee's operation and use of the Temporary Easement Areas.

9. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. In the event Grantor intends to sell or transfer the Property prior to the termination of this Agreement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

10. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

13. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

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

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**UPPER UWCHLAN TOWNSHIP**

By: \_\_\_\_\_

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

**WITNESS:**

\_\_\_\_\_

**GRANTEE:**

Columbia Gas Transmission, LLC,  
a Delaware Limited Liability Company

By: \_\_\_\_\_

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

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

\_\_\_\_\_

By: \_\_\_\_\_

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

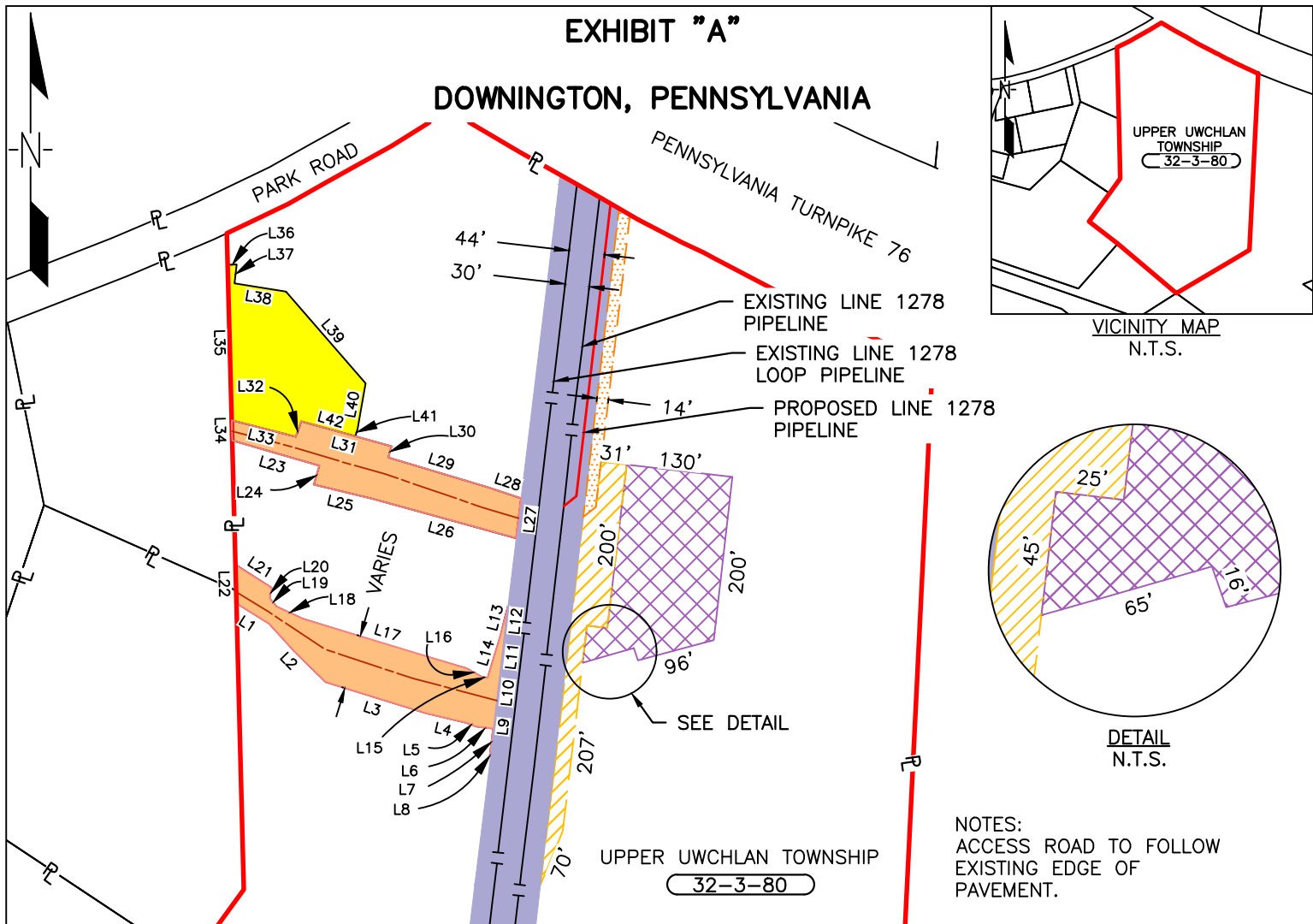
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**EXHIBIT A**

**TEMPORARY EASEMENT AREA**

# EXHIBIT "A"

## DOWNINGTON, PENNSYLVANIA



NOTES:  
ACCESS ROAD TO FOLLOW  
EXISTING EDGE OF  
PAVEMENT.

PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY. THIS IS NOT A  
SURVEY PRODUCT. THIS SHOULD NOT BE USED FOR AUTHORITATIVE  
DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.  
PARCEL INFORMATION BASED OFF OF PUBLIC DATA.

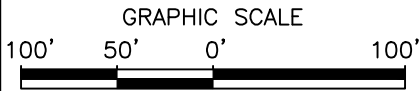
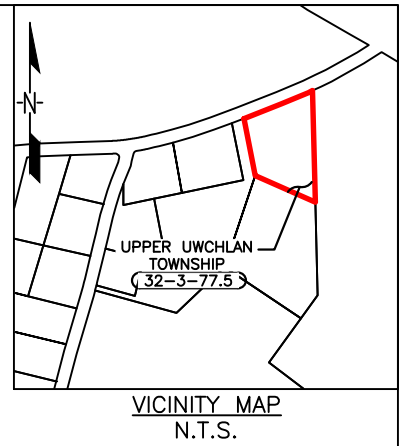
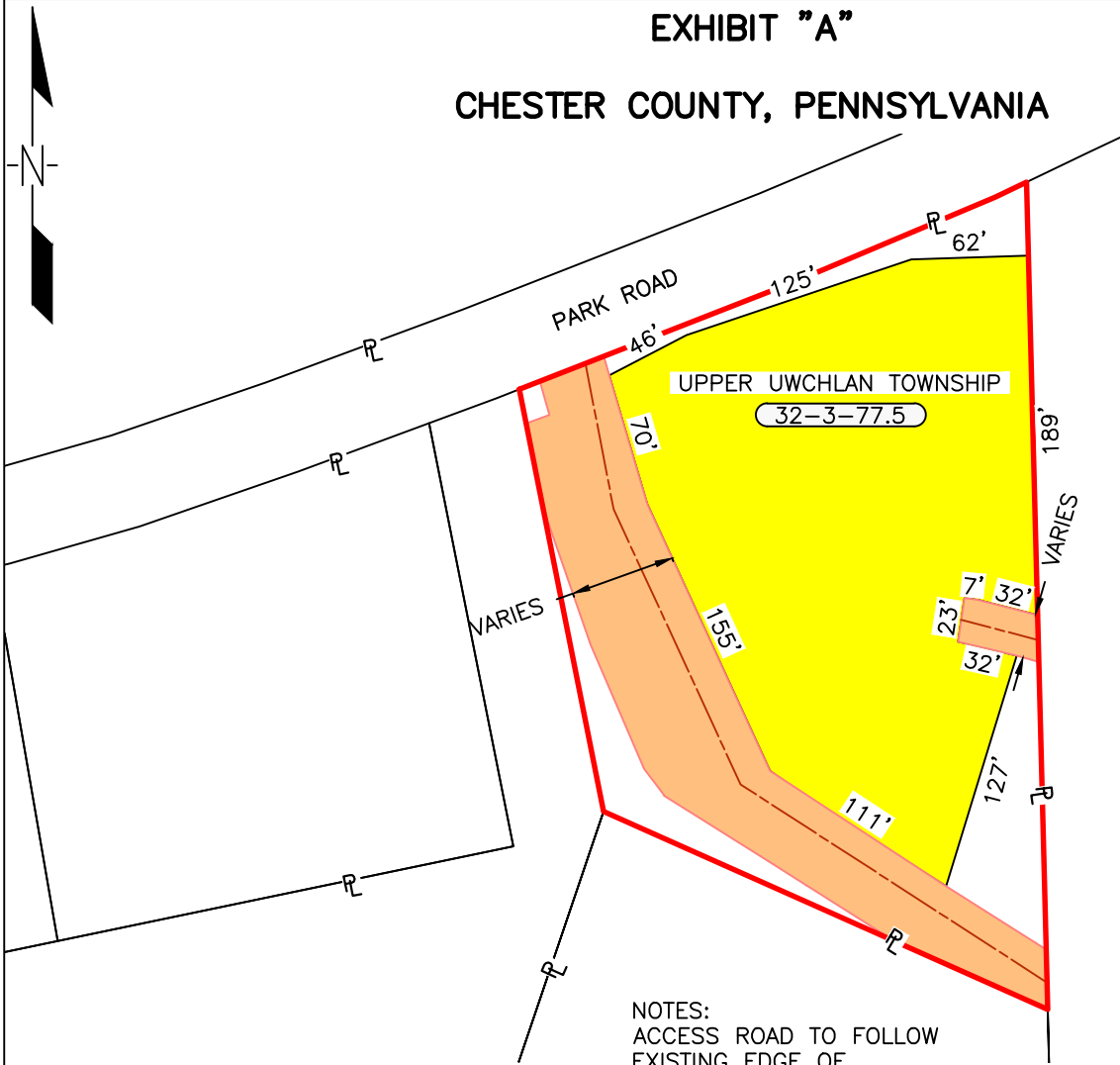


- PROPOSED PIPELINE
- GAS
- EXISTING TC ENERGY PIPELINE
- EXISTING PIPELINE
- P EXISTING PROPERTY BOUNDARY
- P EXISTING ADJACENT PROPERTY BOUNDARY
- P PROPOSED PERMANENT EASEMENT
- P PROPOSED TEMPORARY WORKSPACE
- P PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- P EXISTING TC ENERGY EASEMENT
- P PROPOSED STAGING AREA
- P PROPOSED ACCESS ROADS

			REV: A	DATE: 01/2020
378.16 FEET = 22.92 RODS TRACT ACREAGE = 26.71 ACRES PROPOSED PERMANENT EASEMENT = 0.12 ACRES ADDITIONAL TEMPORARY WORKSPACE = 0.68 ACRES			TEMPORARY WORKSPACE = 0.31 ACRES EXISTING TC ENERGY EASEMENT = 2.65 ACRES TEMPORARY ACCESS = 0.86 ACRES STAGING AREA = 0.51 ACRES	
PROJECT			TAX DISTRICT(S)	
LINE 1278 RELOCATION PROJECT				
CONSULTANT	ENGINEER	FIELD BOOK	COUNTY(IES)	
		PAGE	CHESTER	
SURVEY DATE	REFERENCES		STATE(S)	
07/2019	UPPER UWCHLAN TOWNSHIP 32-3-80		PENNSYLVANIA	
MAP DATE				
07/2019				
DRAWN BY	APN #		SHEET NO. <u>1</u> OF <u>2</u>	
MM			DRAWING NO.	
SCALE 1:200	32-3-80		32-3-80-001	

# EXHIBIT "A"

## CHESTER COUNTY, PENNSYLVANIA



NOTES:  
ACCESS ROAD TO FOLLOW  
EXISTING EDGE OF  
PAVEMENT.

PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY. THIS IS NOT A  
SURVEY PRODUCT. THIS SHOULD NOT BE USED FOR AUTHORITATIVE  
DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.  
PARCEL INFORMATION BASED OFF OF PUBLIC DATA.



- PROPOSED PIPELINE
- GAS
- EXISTING TC ENERGY PIPELINE
- EXISTING PIPELINE
- R EXISTING PROPERTY BOUNDARY
- R EXISTING ADJACENT PROPERTY BOUNDARY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- EXISTING TC ENERGY EASEMENT
- PROPOSED STAGING AREA
- PROPOSED ACCESS ROADS

REV: A      DATE: 01/2020

0.00 FEET = 0.00 RODS  
TRACT ACREAGE = 1.88 ACRES  
PROPOSED PERMANENT EASEMENT = 0.00 ACRES  
ADDITIONAL TEMPORARY WORKSPACE = 0.00 ACRES

TEMPORARY WORKSPACE = 0.00 ACRES  
EXISTING TC ENERGY EASEMENT = 0.00 ACRES  
TEMPORARY ACCESS = 0.48 ACRES  
STAGING AREA = 1.13 ACRES

PROJECT LINE 1278 RELOCATION PROJECT			TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK _____ PAGE _____	COUNTY(IES) CHESTER	
SURVEY DATE 07/2019	REFERENCES  UPPER UWCHLAN TOWNSHIP 32-3-77.5		STATE(S) PENNSYLVANIA	
MAP DATE 07/2019			SHEET NO. <u>1</u> OF <u>1</u>	
DRAWN BY MM			DRAWING NO. 32-3-77.5-001	
SCALE 1:100	APN # 32-3-77.5			

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT C**

**CHAPTER 110 OF THE TOWNSHIP CODE**



700 Louisiana Street, Suite 700  
Houston, TX 77002-2761  
e-mail: [us\\_land@tcenergy.com](mailto:us_land@tcenergy.com)

January 14, 2020

Upper Uwchlan Township  
331 Park Rd.  
Downingtown, PA 19335

RECEIVED

JAN 15 2020

UPPER UWCHLAN TWP.

RE: **Landowner 45-Day Notification**  
**Project Name: CGT Line 1278 Pipe Relocation - Chester PA**  
**Project No.: E.014314**  
**Parcel ID: 32-003-0080.000E**  
**Chester County, Pennsylvania**

Dear Landowner:

Please be advised that **Columbia Gas Transmission, LLC ("Columbia Gas")** plans to relocate a portion of its CGT Line 1278, located on or near your property in **Chester County, Pennsylvania**. Columbia Gas plans to perform these activities in accordance with the Certificate of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission ("FERC" or "Commission") to Columbia Gas in FERC Docket No. CP83-76-000 and pursuant to the Commission's regulations as codified in the Code of Federal Regulations, Title 18, Section 157, Subpart F. Columbia Gas is a wholly owned indirect subsidiary of TransCanada PipeLine USA Ltd. Its principal office is located at 700 Louisiana Street, Houston, Texas 77002-2700.

Columbia Gas proposes to relocate approximately 1,168 feet of 14" pipe under the PA Turnpike 76 due to a bridge expansion project. This project may involve earth disturbance, the presence of workers and equipment, temporary noise and dust, the replacement and/or installation of above and/or below ground facilities, new or modified access road(s) and grading and excavation. It may be necessary to utilize temporary workspace adjacent to the pipeline within the permanent right-of-way and easement for such activities.

Columbia Gas anticipates the project will take place between **February 17, 2020 and April 4, 2020**. However, the project could take longer depending on external factors such as weather, and the scheduling of personnel and equipment. After the construction activities are completed, site restoration activities will commence.

Unless modified by appropriate regulatory agencies, Columbia Gas plans to follow the FERC's current "Upland Erosion Control, Revegetation and Maintenance Plan" during construction and restoration activities and, in areas where streams or wetlands are encountered, Columbia Gas plans to follow FERC's current "Wetland and Waterbody Construction and Mitigation Procedures".

**Addressing concerns during construction:**

Columbia Gas is committed to providing landowners with clear and simple directions to address any concerns you may have prior to or during our construction and/or restoration activities on your property. Should you have any questions or concerns, Columbia Gas suggests the following:

- Call the Land Representative, **Ken Hollenbeck**, at phone number **607-795-2647**; or
- Call our toll-free number at **1-877-287-1782**, or email: **[us\\_land@tcenergy.com](mailto:us_land@tcenergy.com)**
- If you call after business hours, please leave a detailed message and your call will be returned as soon as practicable.
- Please be prepared to identify the project description and location.
- You should expect to receive a response within 48 hours.

**Landowner Notification****Project Name: CGT Line 1278 Pipe Relocation - Chester PA****Landowner Name: Upper Uwchlan Township****Chester County, Pennsylvania**

- If you fail to receive a response within 48 hours; or, if you are not satisfied with the responses you received, you may call our toll-free hotline number and ask to speak to the manager of US Land Services East, Mr. Leonard McCoy.
- If you remain unsatisfied with our initial and follow-up responses, you may contact the **FERC Landowner Helpline at 1-877-337-2237 or by e-mail at [landownerhelp@ferc.gov](mailto:landownerhelp@ferc.gov) or writing to: Commission's Landowner Helpline, Federal Energy Regulatory Commission, 888 First Street NE., Washington, DC 20426.**

For your information, we have enclosed copies of FERC's Enforcement Hotline procedures and a FERC brochure that may answer some of your questions regarding natural gas pipelines. The brochure addresses rights of landowners impacted by natural gas pipeline facilities, how the FERC conducts its activities, siting of pipeline facilities and safety and environmental issues.

Columbia Gas strives to be a good neighbor as it provides a safe, clean and reliable source of energy to many of the nation's consumers and industries. If you have any questions, we encourage you to call us. However, in the event you wish to direct your questions or comments to the Commission, you may do so by using the Commission's "FERC Landowner Helpline" number or email address listed above.

We have sent this letter to you as FERC regulations require that we provide 45 days advance notice of our project, so that you can read the materials sent and have time to address any questions or concerns. The Commission's regulations provide that a landowner may waive the 45-day waiting period associated with the landowner notification process. Below is a request asking you to waive the 45-day notice period, which will allow us to proceed with the construction before the 45-day period has expired. We are requesting this waiver to allow for logistical construction issues such as weather and availability of equipment, and personnel. The waiver does not constitute a waiver of any of your rights other than the 45-day waiting period. Your signing of the waiver is very much appreciated.

Should you decide to sign the waiver, please return it in the enclosed, stamped, return envelope or scan a copy and send via e-mail to **[us\\_land@tcenergy.com](mailto:us_land@tcenergy.com)**.

Sincerely,

**Columbia Gas Transmission LLC**



Leonard McCoy  
Manager, US Land Services East

**45-DAY LANDOWNER NOTIFICATION WAIVER:**

I acknowledge that I have read this letter, and I agree to waive the 45 days advance landowner notification requirement prior to construction.

\_\_\_\_\_/\_\_\_\_\_  
Print Name Signature Date  
LANDOWNER (please print and sign your name)

## Chester County, Pennsylvania

I acknowledge that I have read this letter, and I agree to waive the 45 days advance landowner notification requirement prior to construction.

\_\_\_\_\_/\_\_\_\_\_  
Print Name Signature Date \_\_\_\_\_  
LANDOWNER (please print and sign your name)



# UPPER UWCHLAN TOWNSHIP MEMORANDUM

## ADMINISTRATION

**TO:** UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS  
**FROM:** Shanna Lodge, Acting Township Manager  
**SUBJECT:** Township Manager's Report  
**DATE:** February 7, 2020

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### **Park Road Trail**

The final punch-list for this project has been completed. The contractor will return in the spring to address any top-soil erosion and re-seed.

### **Township Building Expansion**

The contractors continue work on the Township Building renovation project. Siding was installed at the end of January; site work, including grading for the sidewalk along Pottstown Pike, is underway. Finishes, including paint, flooring, and built-in counters and cabinetry, are being installed. The high-density file system from the administrative office has been relocated.

Although the work is behind schedule, it is reasonable to estimate that the project will be substantially complete by the end of February. The Township administration plan to contract with Wayne Moving and Storage for the return move to the building.

Because new furniture has been purchased for the building, the staff will inventory the existing furniture not to be relocated. Items deemed to be of re-sale value will be posted on Municibid. I respectfully request that the remaining items be offered as a donation to local emergency service agencies.