



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA
FEBRUARY 18, 2020 (Tuesday)
7:00 p.m.

1

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

I.	CALL TO ORDER	Packet Page #
	A. Salute to the Flag	
	B. Moment of Silence	
	C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting	
II.	APPROVAL OF MINUTES: January 21, 2020 (Tuesday) Board of Supervisors Meeting	2
III.	APPROVAL OF PAYMENTS	5
IV.	TREASURER'S REPORT	35
V.	SUPERVISORS' REPORT	
	A. An Executive Session is scheduled for February 18, 2020 re: personnel matters	
	B. Electronics Recycling Event March 28, 2020	67
	C. Census 2020	68
	D. Calendar: February 17, 2020 Township Office Closed ~ Presidents' Day <i>Trash and Recycling WILL BE collected February 17, 2020</i> March 10, 2020 4:00 PM Board of Supervisors Workshop March 16, 2020 7:00 PM Board of Supervisors Meeting March 28, 2020 Electronics (E-Waste) Recycling Event 9:00-Noon, Public Works Facility June 20, 2020 6:00 PM 12 th Annual Block Party on Route 100	
	Yard Waste Collection Dates: February 19, March 4, March 18 Do not use plastic bags as these materials are composted. Use biodegradable bags. Place materials curbside the night before to guarantee collection.	
VI.	ADMINISTRATION REPORTS	
	A. Township Engineer's Report	71
	B. Building and Codes Department Report	75
	C. Police Chief's Report	
	D. Public Works Department Report	77
VII.	ADMINISTRATION	
	A. Chester County Voice Radio Tower Site Lease Amendment – Consider Approval	80
	B. PaDEP Recycling Program (902) Grant – Consider Acceptance	89
	C. Byers Station Parcel 5C Drainage Improvement Maintenance Agreement – Consider Execution	118
	D. TC Energy Partner Construction Easements –Consider Approval	135
	E. Disposition of Township Property – Police Vehicle – Accept/Reject High Bid	171
	F. Authorize Disposition of Township Property via Electronic Auction	172
VIII.	OPEN SESSION	
IX.	ADJOURNMENT	



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS MEETING
January 21, 2020
7:00 p.m.
DRAFT

2

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

In Attendance:

Board of Supervisors

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

Corporal Gathercole
Officer Sherman

Township Administration

Shanna Lodge, Acting Township Manager
Gwen A. Jonik, Township Secretary
Jill Bukata, Township Treasurer
John DeMarco, Police Chief
Mike Heckman, Director of Public Works
Dave Leh, P.E., Gilmore & Associates

Mrs. D'Amico called the meeting to order at 7:07 p.m., led the Pledge of Allegiance, offered a moment of silence and announced that Mr. Goncharoff would be participating remotely this evening, via telephone. No one planned to video or audio record the meeting.

Approval of Minutes

Mrs. Baxter moved, seconded by Mr. Goncharoff, to approve as presented the minutes of the December 10, 2019 Board of Supervisors Meeting and the January 6, 2020 Board of Supervisors Organization Meeting. The Motion carried unanimously.

Approval of Payments

Mrs. Baxter moved, seconded by Mr. Goncharoff, to approve the payments to all vendors as listed January 17, 2020. The Motion carried unanimously.

Treasurer's Report

Jill Bukata reported that the balance sheet remains strong; year-to-date (through December 2019) revenues are at 110.3% of budget and expenses are at 97% of budget. Earned income tax revenue, \$3,979,873 was at 108% of the budget.

Supervisor's Report

Mrs. D'Amico announced Executive Sessions were held January 14, 2020 and this evening regarding personnel matters.

Gwen Jonik provided information regarding the importance of participating in the 2020 Census, which will begin April 1, 2020. It is important for every household to complete the 9 questions on the census form as that data is used to distribute funding for public services such as education, health care, public spaces, and is used for determining representation in Congress.

Mrs. D'Amico read the following calendar: February 11, 2020 4:00 PM Board of Supervisors Workshop; February 11, 2020 Conditional Use Hearing: Struble Trail Extension, time to be determined; February 17, 2020 Township Office Closed ~ Presidents' Day – trash/recycling will be collected; February 18, 2020 (Tuesday) 7:00 PM Board of Supervisors Meeting; Yard waste and Christmas tree collections February 5 and February 19, 2020.

ADMINISTRATION

Township Engineer's Report

Dave Leh reported that staff and consultants will meet with the Byers Station Parcel 6C developer, Vantage Point Retirement Living, to discuss the outstanding items before they seek Final PRD Plan approval; site construction has begun on the "Preserve at Marsh Creek" (McKee/Fetters Tract) – the initial storm water management measures and the sales center; for the "Crossing at Chester Springs" (Jankowski Tract) the sanitary sewer work within Garrison Drive and under Route 100 is complete.

Don Carlson asked when Starbucks would begin their fitout; Stuart Bran asked when the Sunderland Avenue extension into West Vincent Township would be open; Roger Kent of Prescott Drive asked about notification to neighbors when blasting work will be done. Blasting from the Fetters Tract shook his house. These items will be researched by staff.

Building and Codes Department Report

Shanna Lodge reported that 31 building permits were issued in December 2019, totaling \$14,788 in permit fees. Total 2019 – 637 permits issued, \$418,670 in permit fees.

Don Carlson commended the Township for picking up all the development signs; Stuart Bran asked what stores might be coming to Byers Station Parcel 5C. There's been no tenant confirmation; Arrold Canlas of Townes at Chester Springs asked about the results of the FedEx sound study last year. Ms. Lodge advised the results of the sound study were fairly inconclusive and the Township was still communicating with FedEx exploring options for a better resolution. They asked to see the sound study.

Mr. Canlas and his neighbor commented the noises overnight (+/- 2:00 AM) greatly impact their upper floors. The "Townes" residents should reach out to Al Gaspari and Ms. Lodge with the times that the noises are worst.

Police Chief's Report

Chief DeMarco reported the Department handled 1,242 calls last month, including 10 criminal arrests; he reminded resident there's no parking on the street during snow/ice events as it affects the plowing process; he advised that Officer Kyle Sherman has been with the Department 20 years. Mrs. D'Amico and Mrs. Baxter presented Officer Sherman with a plaque recognizing his 20-year Service Award. Chief DeMarco reminded residents to follow the Police Department on Facebook - for news, community events such as the Water Ice Truck visits, etc.

Public Works Department Report

Mike Heckman reported that along with routine maintenance items, the Department received and completed 122 work orders; they're half way through replacing street name signs; they're replacing the back plates on the traffic signals; cleaning storm drains; called out 2x for snow/ice removal; salt supplies are in good shape.

Don Carlson commented on roadside trash along Font Road, from Route 100 to Milford.

Stuart Bran requested better directional signs at the southern intersection of Graphite Mine Road and Route 100. Mr. Heckman advised those are PennDOT signs, specifically permitted and the Township can't change them, we have to ask PennDOT again. Stuart Bran suggested adding a street light at the northern intersection of Route 100 and Graphite Mine Road. Mrs. Baxter asked if there would be any changes on Route 100 due to the Crossings at Chester Springs. There are no changes at this time – a traffic signal is not warranted per PennDOT requirements.

ADMINISTRATION

Mark Hull, President of Lionville Fire Company, was in attendance. He had presented information at the December workshop regarding the replacement of their tower truck, which is nearing the end of its useful life, and requested capital contributions from the Municipalities they serve. Since then, the Fire Company has voted to purchase a 2020 Pierce ladder truck at a cost of \$1,388,550, with a 10-month delivery date. They were offered a number of discounts if certain items were paid for in shorter periods of time. In total, they can save over \$43,000 if the entire purchase price is paid within 30 days of their order. Upper Uwchlan had expressed favor with contributing \$150,000 toward the purchase but had not yet determined whether by lump sum or several annual installments. Mr. Hull advised a lump sum would be great but they will greatly appreciate our contribution either way. In answer to Mr. Goncharoff, with the help of Upper Uwchlan Township, Uwchlan Township, West Pikeland Township, and their own funds, they'll be able to get those discounts and reduce the purchase price. They also plan to remove some of the equipment from the existing truck and sell a usable truck to another Company. This will help them have more funds available to replace 2 other trucks within the next 5 years.

Mrs. Baxter moved to approve a contribution of \$150,000 to Lionville Fire Company to satisfy their request in full at this time. Mr. Goncharoff seconded and the Motion carried unanimously.

Open Session

Don Carlson made comment regarding a detention basin on his neighbor's property, Mr. Cliffel, that antiskid material is building up, affecting the inlet pipe. Could the Township remove the antiskid material. Mr. Heckman noted that the Township maintains the basins it owns, which are few, and as in this case, if a basin is on someone's property, it is their responsibility to maintain it.

Adjournment

There being no further business to be brought before the Board, Mrs. Baxter moved, seconded by Mr. Goncharoff, to adjourn at 8:04 p.m. The Motion carried unanimously.

Respectfully submitted,

Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 50842 to 50912
 Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y 5

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
50842	01/27/20	LIONV010 LIONVILLE FIRE COMPANY	150,000.00	2161
50843	02/18/20	ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY	59.85	2171
50844	02/18/20	AQUAP010 AQUA PA	523.95	2171
50845	02/18/20	ARROC010 ARRO CONSULTING, INC.	1,010.08	2171
50846	02/18/20	ATTMOBIL AT & T MOBILITY	854.96	2171
50847	02/18/20	BARBA010 BARBACANE THORNTON & COMPANY	900.00	2171
50848	02/18/20	BERKH030 H.A. BERKHEIMER, INC.	154.30	2171
50849	02/18/20	BRANDSPC BRANDYWINE VALLEY SPCA	1,639.09	2171
50850	02/18/20	BRANDWIN BRANDYWINE CONSERVANCY	583.38	2171
50851	02/18/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	3,014.00	2171
50852	02/18/20	BUKAT010 JILL BUKATA	100.00	2171
50853	02/18/20	CAMPBDUR CAMPBELL DURRANT, P.C.	5,354.80	2171
50854	02/18/20	CAPITOL CAPITOL HEATING AND AIR	3,680.00	2171
50855	02/18/20	CCHPN005 CCHPN	85.00	2171
50856	02/18/20	CHARLHIG CHARLES A HIGGINS & SONS	6,815.80	2171
50857	02/18/20	CHEST120 CHESTER COUNTY POLICE CHIEFS A	75.00	2171
50858	02/18/20	CINTA010 CINTAS CORPORATION #287	307.98	2171
50859	02/18/20	CJTIRES CJ'S TIRE & AUTOMOTIVE SERVICE	627.96	2171
50860	02/18/20	COMCA010 COMCAST	814.35	2171
50861	02/18/20	COUNT010 COUNTRY ESTATE FENCE, INC.	47.92	2171
50862	02/18/20	CRAZYFAC CRAZYFACES	225.00	2171
50863	02/18/20	EAGLHARD EAGLE HARDWARE	69.72	2171
50864	02/18/20	EASTE030 EASTERN IRRIGATION & PUMP COMP	450.00	2171
50865	02/18/20	ECRAI010 E.CRAIG KALEMJIAN, ESQ.	2,805.00	2171
50866	02/18/20	FCEMUSIC FCE MUSIC	1,500.00	2171
50867	02/18/20	GILMO020 GILMORE & ASSOCIATES, INC	2,316.54	2171
50868	02/18/20	HATH0010 H.A. THOMSON	100.00	2171
50869	02/18/20	HAWEI010 H.A. WEIGAND, INC.	120.00	2171
50870	02/18/20	HEARTYOG HEART OF BLISS YOGA, LLC	360.00	2171
50871	02/18/20	HELPNOW HELP-NOW,LLC	3,729.13	2171
50872	02/18/20	IRONM010 IRON MOUNTAIN	171.56	2171
50873	02/18/20	KEENC010 KEEN COMPRESSED GAS COMPANY	21.81	2171
50874	02/18/20	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	166.63	2171
50875	02/18/20	MARIA0NE MARIA O'NEILL, INC.	814.00	2171
50876	02/18/20	MCKENNA MCKENNA SNYDER, LLC	448.50	2171
50877	02/18/20	MCMAH010 MCMAHON ASSOCIATES, INC.	80.00	2171
50878	02/18/20	METRO020 METROPOLITAN COMMUNICATIONS	1,051.50	2171
50879	02/18/20	MIDAT010 MID ATLANTIC CONNECTIONS, INC.	195.00	2171
50880	02/18/20	MONTE010 MONTESANO BROS.	243.00	2171
50881	02/18/20	NAPA0010 NAPA	379.37	2171
50882	02/18/20	NORTH040 NORTHERN SAFETY & INDUSTRIAL	152.79	2171
50883	02/18/20	PEC00010 PECO	2,183.80	2171
50884	02/18/20	PENNSTAT THE PENNSYLVANIA STATE UNIV	1,240.00	2171
50885	02/18/20	PIPEL020 PIPE LINE PLASTICS, INC	46.95	2171
50886	02/18/20	POWERDMS POWER DMS, INC.	750.00	2171
50887	02/18/20	PRED0010 PREDOC	285.00	2171
50888	02/18/20	PURCHPOW PURCHASE POWER (PITNEY BOWES)	391.30	2171
50889	02/18/20	ROBLITTL ROBERT E. LITTLE, INC.	294.35	2171
50890	02/18/20	ROSEMCGR ROSEANN MCGRATH	2,000.00	2171
50891	02/18/20	RRDON010 RR DONNELLEY	62.70	2171
50892	02/18/20	S2VER010 S2VERIFY, LLC	25.00	2171

February 14, 2020
09:45 AM

Upper Uwchlan Township
Check Register By Check ID

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
50893	02/18/20	SOMES010 SOME'S	70.00	2171
50894	02/18/20	STAPLADV STAPLES ADVANTAGE	538.00	2171
50895	02/18/20	STAPLCRP STAPLES CREDIT PLAN	803.59	2171
50896	02/18/20	STRATIX STRATIX SYSTEMS	695.71	2171
50897	02/18/20	TDAMEDEF TD AMERITRADE FBO 915-011842	22,283.50	2171
50898	02/18/20	TDAMEPOL TD AMERITRADE FBO 915-011550	62,933.25	2171
50899	02/18/20	TDAMERDC TD AMERITRADE TRUST CO	4,500.00	2171
50900	02/18/20	THOMA010 THOMAS J. ANDERSON & ASSOCIATE	2,700.00	2171
50901	02/18/20	TPTRA010 T. P. TRAILERS	200.32	2171
50902	02/18/20	TRAISR TRAISR BY MCMAHON	2,749.00	2171
50903	02/18/20	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO	3,575.00	2171
50904	02/18/20	USMUN020 US MUNICIPAL SUPPLY CO.	410.00	2171
50905	02/18/20	VERIZ010 VERIZON	418.87	2171
50906	02/18/20	VERIZFIO VERIZON	124.99	2171
50907	02/18/20	VILLA010 VILLAGE MEDICAL CENTER	70.00	2171
50908	02/18/20	WIGGISHR WIGGINS SHREDDING	80.00	2171
50909	02/18/20	WILLSCOT WILLIAMS SCOTSMAN	1,840.00	2171
50910	02/18/20	WITME010 WITMER PUBLIC SAFETY GROUP, INC	2,819.90	2171
50911	02/18/20	YISCO010 YIS/COWDEN GROUP, INC.	2,240.00	2171
50912	02/18/20	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	85.27	2171

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	71	0	308,464.47	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>71</u>	<u>0</u>	<u>308,464.47</u>	<u>0.00</u>

Batch Id: LHAINES Batch Type: C Batch Date: 02/18/20 Checking Account: GENERAL
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
		PO #	Enc Date	Item Description						
20-00119	02/18/20	ADVAN020	ADVANTAGE INDUSTRIAL SUPPLY	59.85	P. O. BOX 37452	01-409-001-200	Expenditure	Aprv	8	1
					Township properties - supplies					
				59.85						
20-00121	02/18/20	AQUAP010	AQUA PA	101.72	PO BOX 70279	01-454-005-360	Expenditure	Aprv	11	1
					Utilities					
20-00121	02/18/20		2 pw	87.76	01-409-001-360	Utilities	Expenditure	Aprv	12	1
20-00121	02/18/20		3 hp	4.80	01-454-002-360	Utilities	Expenditure	Aprv	13	1
20-00121	02/18/20		4 ff	63.22	01-454-003-360	Utilities	Expenditure	Aprv	14	1
20-00121	02/18/20		5 milford	26.41	01-409-004-360	Utilities	Expenditure	Aprv	15	1
20-00121	02/18/20		6 twp	145.09	01-409-003-360	Utilities	Expenditure	Aprv	16	1
20-00121	02/18/20		7 twp	94.95	01-409-003-360	Utilities	Expenditure	Aprv	17	1
				523.95						
20-00120	02/18/20	ARROC010	ARRO CONSULTING, INC.	651.58	108 WEST AIRPORT ROAD	01-401-000-450	Expenditure	Aprv	9	1
20-00120	02/18/20		1 project 17000.01 twp mgr trans	358.50	Contracted Services	01-408-000-313	Expenditure	Aprv	10	1
				1,010.08	Non Reimbursable					
20-00118	02/18/20	ATTMOBIL	AT & T MOBILITY	59.99	PO BOX 6463	01-400-000-320	Expenditure	Aprv	1	1
20-00118	02/18/20		1 admin	12.74	Telephone	01-401-000-322	Expenditure	Aprv	2	1
20-00118	02/18/20		2 admin	119.98	Ipad Expense	01-413-000-320	Expenditure	Aprv	3	1
20-00118	02/18/20		3 codes	46.97	Telephone	01-413-000-322	Expenditure	Aprv	4	1
20-00118	02/18/20		4 codes	218.64	Ipad Expense	01-438-000-320	Expenditure	Aprv	5	1
20-00118	02/18/20		5 pw	58.96	Telephone	01-438-000-322	Expenditure	Aprv	6	1
20-00118	02/18/20		6 pw	337.68	Ipad Expense	01-410-000-322	Expenditure	Aprv	7	1
				854.96	Ipad Expense					
20-00122	02/18/20	BARBA010	BARBACANE THORNTON & COMPANY	900.00	200 SPRINGER BUILDING	01-402-000-450	Expenditure	Aprv	18	1
			1 2019 progress billing		Contracted Services					

February 14, 2020
09:41 AM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status Seq	Acct
			900.00				8
20-00150	02/18/20	BERKHO30 H.A. BERKHEIMER, INC. 1 system access/tech support	150.00	ATTN: CORPORATE ACCOUNTING 01-403-000-450 Contracted Services	Expenditure	Aprv	70 1
20-00150	02/18/20	2 postage	2.50	01-403-000-215 Postage	Expenditure	Aprv	71 1
20-00150	02/18/20	3 paper	1.80	01-403-000-200 Supplies	Expenditure	Aprv	72 1
			154.30				
20-00126	02/18/20	BRANDSPC BRANDYWINE VALLEY SPCA 1 chesco annual fee	1,639.09	1212 PHOENIXVILLE PIKE 01-422-000-530 Contributions/SPCA	Expenditure	Aprv	22 1
			1,639.09				
20-00124	02/18/20	BRANDWIN BRANDYWINE CONSERVANCY 1 zoning ordinance update	583.38	01-414-001-366 Ordinance Update	Expenditure	Aprv	20 1
			583.38				
20-00123	02/18/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 general services january 2020	3,014.00	118 W. MARKET STREET 01-404-000-311 Non Reimbursable Legal	Expenditure	Aprv	19 1
			3,014.00				
20-00125	02/18/20	BUKAT010 JILL BUKATA 1 pa license renewal	100.00	01-401-000-316 Training & Seminars	Expenditure	Aprv	21 1
			100.00				
20-00133	02/18/20	CAMPBDUR CAMPBELL DURRANT, P.C. 1 december 2019 services	5,354.80	535 SMITHFIELD STREET 01-404-000-311 Non Reimbursable Legal	Expenditure	Aprv	29 1
			5,354.80				
20-00127	02/18/20	CAPITOL CAPITOL HEATING AND AIR 1 new reznor heater in shop	3,680.00	PO BOX 738 01-409-001-250 Maint & Repair	Expenditure	Aprv	23 1
			3,680.00				
20-00128	02/18/20	CCHPN005 CCHPN 1 2020 cchpn membership dues	85.00	PO BOX 174 01-459-000-450 Contracted Services	Expenditure	Aprv	24 1
			85.00				
20-00132	02/18/20	CHARLHIG CHARLES A HIGGINS & SONS 1 install supplies signs	6,815.80	PO BOX 647 01-434-000-450 Contracted Services	Expenditure	Aprv	28 1
			6,815.80				
	02/18/20	CHEST120 CHESTER COUNTY POLICE CHIEFS A		PO BOX 278			

February 14, 2020
09:41 AM

Upper Uwchlan Township
Check Payment Batch Verification Listing

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Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description			Charge Account Description				
20-00130	02/18/20	1	2020 membership dues	75.00	01-410-000-420 Dues/Subscription/Memb	Expenditure	Aprv	26	1
				75.00					
	02/18/20	CINTA010	CINTAS CORPORATION #287		P.O. BOX 630803				
20-00181	02/18/20	1	pw - mats	62.41	01-409-001-450 Contracted Services	Expenditure	Aprv	120	1
20-00181	02/18/20	2	twp - mats	40.25	01-409-003-450 Contracted Services	Expenditure	Aprv	121	1
20-00181	02/18/20	3	pw - mats	62.41	01-409-001-450 Contracted Services	Expenditure	Aprv	122	1
20-00181	02/18/20	4	twp - mats	40.25	01-409-003-450 Contracted Services	Expenditure	Aprv	123	1
20-00181	02/18/20	5	pw - mats	62.41	01-409-003-450 Contracted Services	Expenditure	Aprv	124	1
20-00181	02/18/20	6	twp - mats	40.25	01-409-001-450 Contracted Services	Expenditure	Aprv	125	1
				307.98					
	02/18/20	CJTIRES	CJ'S TIRE & AUTOMOTIVE SERVICE		210 EAGLEVIEW BLVD				
20-00129	02/18/20	1	pd - tire service package	627.96	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	25	1
				627.96					
	02/18/20	COMCA010	COMCAST		P.O. BOX 70219				
20-00134	02/18/20	1	twp - internet	236.70	01-409-003-450 Contracted Services	Expenditure	Aprv	30	1
20-00134	02/18/20	2	pw - internet	416.70	01-409-001-450 Contracted Services	Expenditure	Aprv	31	1
20-00134	02/18/20	3	upland - internet	160.95	01-454-005-450 Contracted Services	Expenditure	Aprv	32	1
				814.35					
	02/18/20	COUNT010	COUNTRY ESTATE FENCE, INC.		35 SENN DRIVE				
20-00135	02/18/20	1	parks - posts loose	23.96	01-454-001-200 Supplies	Expenditure	Aprv	33	1
20-00135	02/18/20	2	parks - posts loose	23.96	01-454-005-200 Supplies	Expenditure	Aprv	34	1
				47.92					
	02/18/20	CRAZYFAC	CRAZYFACES		PO BOX 420444				
20-00131	02/18/20	1	face painting	225.00	01-454-001-202 Community Day	Expenditure	Aprv	27	1
				225.00					
	02/18/20	EAGLHARD	EAGLE HARDWARE						
20-00137	02/18/20	1	pw - drill bit	30.99	01-438-000-200 Supplies	Expenditure	Aprv	36	1
20-00137	02/18/20	2	parks - cap slip	1.98	01-454-001-200 Supplies	Expenditure	Aprv	37	1
20-00137	02/18/20	3	pw - hardware	1.20	01-438-000-200 Supplies	Expenditure	Aprv	38	1

February 14, 2020
09:41 AM

Upper Uwchlan Township
Check Payment Batch Verification Listing

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Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account Description	Account Type	Status	Seq	Acct	11
20-00140	02/18/20	2	february monthly fees	2,721.63	01-407-000-450	Contracted Services	Expenditure	Aprv	48	1	
				3,729.13							
20-00151	02/18/20	02/18/20	IRONM010 IRON MOUNTAIN	171.56	P.O. BOX 27128	01-401-000-450	Expenditure	Aprv	73	1	
			1 twp - monthly storage	171.56	Contracted Services						
20-00144	02/18/20	02/18/20	KEENC010 KEEN COMPRESSED GAS COMPANY	21.81	PO BOX 15151	01-438-000-450	Expenditure	Aprv	52	1	
			1 pw - cylinder rental	21.81	Contracted Services						
20-00145	02/18/20	02/18/20	02/18/20 LUDWI060 LUDWIG'S CORNER SUPPLY CO.	8.54	1230 POTTSTOWN PIKE	01-438-000-200	Expenditure	Aprv	53	1	
			1 pw - plugs	8.54	Supplies						
20-00145	02/18/20	02/18/20	2 hp - basketball court seating	37.98	01-454-002-200	01-454-002-200	Expenditure	Aprv	54	1	
				37.98	Supplies-Hickory						
20-00145	02/18/20	02/18/20	3 pw - detergent	18.99	01-438-000-200	01-438-000-200	Expenditure	Aprv	55	1	
				18.99	Supplies						
20-00145	02/18/20	02/18/20	4 pw - gas can	38.99	01-438-000-200	01-438-000-200	Expenditure	Aprv	56	1	
				38.99	Supplies						
20-00145	02/18/20	02/18/20	5 ff - end zone padding	14.99	01-454-003-200	01-454-003-200	Expenditure	Aprv	57	1	
				14.99	Supplies						
20-00145	02/18/20	02/18/20	6 pw - screws	7.19	01-438-000-200	01-438-000-200	Expenditure	Aprv	58	1	
				7.19	Supplies						
20-00145	02/18/20	02/18/20	7 pw - double clevis	9.49	01-438-000-200	01-438-000-200	Expenditure	Aprv	59	1	
				9.49	Supplies						
20-00145	02/18/20	02/18/20	8 parks - pvc cap	5.16	01-454-001-200	01-454-001-200	Expenditure	Aprv	60	1	
				5.16	Supplies						
20-00145	02/18/20	02/18/20	9 ff - floor tube	3.49	01-454-003-200	01-454-003-200	Expenditure	Aprv	61	1	
				3.49	Supplies						
20-00145	02/18/20	02/18/20	10 pw - scoop	5.99	01-438-000-200	01-438-000-200	Expenditure	Aprv	62	1	
				5.99	Supplies						
20-00145	02/18/20	02/18/20	11 parks - storage hooks	15.82	01-454-001-200	01-454-001-200	Expenditure	Aprv	63	1	
				15.82	Supplies						
				166.63							
20-00199	02/18/20	02/18/20	02/18/20 MARIA010 MARIA O'NEILL, INC.	759.00	229 ORCHARD ROAD	01-408-000-310	Expenditure	Aprv	136	1	
			1 hankin/little harvard	759.00	Reimbursable Engineer						
20-00199	02/18/20	02/18/20	2 hankin/little harvard	55.00	01-414-001-301	01-414-001-301	Expenditure	Aprv	137	1	
				55.00	Court Reporter						
				814.00							
20-00198	02/18/20	02/18/20	02/18/20 MCKENNA MCKENNA SNYDER, LLC	448.50	350 EAGLEVIEW BLVD	01-408-000-305	Expenditure	Aprv	135	1	
			1 struble trail conditional use	448.50	Reimbursable CU						
				448.50							
	02/18/20	MCMAH010	MCMAHON ASSOCIATES, INC.		425 COMMERCE DRIVE						

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct	12
20-00147	02/18/20	1 december 2019 traffic signals	80.00	01-408-000-311 Traffic Engineering	Expenditure	Aprv	67	1	
			80.00						
	02/18/20	METRO020 METROPOLITAN COMMUNICATIONS		309 COMMERCE DRIVE					
20-00146	02/18/20	1 pd - veh 3202 repair	455.00	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	64	1	
20-00146	02/18/20	2 pd - veh 3202 repair	486.50	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	65	1	
20-00146	02/18/20	3 pd - parts for repair	110.00	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	66	1	
			1,051.50						
	02/18/20	MIDAT010 MID ATLANTIC CONNECTIONS, INC.		P. O. BOX 148					
20-00149	02/18/20	1 ff-repair light in fieldhouse	195.00	01-454-003-250 Maintenance & Repairs	Expenditure	Aprv	69	1	
			195.00						
	02/18/20	MONTE010 MONTESANO BROS.		55 SEABOLDT WAY					
20-00148	02/18/20	1 food for 20 guests	243.00	01-415-000-200 Supplies	Expenditure	Aprv	68	1	
			243.00						
	02/18/20	NAPA0010 NAPA		PO BOX 461					
20-00152	02/18/20	1 credit - pd	18.00-	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	74	1	
20-00152	02/18/20	2 credit - pd	18.00-	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	75	1	
20-00152	02/18/20	3 credit - pw	18.00-	01-438-000-200 Supplies	Expenditure	Aprv	76	1	
20-00152	02/18/20	4 pw - 2p applicator, mothers	53.20	01-438-000-200 Supplies	Expenditure	Aprv	77	1	
20-00152	02/18/20	5 pw - jack	229.95	01-438-000-260 Small Tools & Equipment	Expenditure	Aprv	78	1	
20-00152	02/18/20	6 pd - 12 oil filters	144.44	01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	79	1	
20-00152	02/18/20	7 pw - jack oil	5.78	01-438-000-200 Supplies	Expenditure	Aprv	80	1	
			379.37						
	02/18/20	NORTH040 NORTHERN SAFETY & INDUSTRIAL		P.O. BOX 4250					
20-00153	02/18/20	1 parks - safety glasses/vests	152.79	01-454-001-200 Supplies	Expenditure	Aprv	81	1	
			152.79						
	02/18/20	PECO0010 PECO		PO BOX 37629					
20-00155	02/18/20	1 upland	133.45	01-454-005-360 Utilities	Expenditure	Aprv	83	1	
20-00155	02/18/20	2 twp	94.41	01-409-003-360 Utilities	Expenditure	Aprv	84	1	
20-00155	02/18/20	3 ff - field lights	178.81	01-454-003-360 Utilities	Expenditure	Aprv	85	1	

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Check Payment Batch Verification Listing

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Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account Description	Account Type	Status	Seq	Acct	13
20-00155	02/18/20	5 ff - fieldhouse		209.22	01-454-003-360	Utilities	Expenditure	Aprv	86	1	
20-00155	02/18/20	6 pw bldg		596.48	01-409-001-360	Utilities	Expenditure	Aprv	87	1	
20-00155	02/18/20	7 twp		449.21	01-409-003-360	Utilities	Expenditure	Aprv	88	1	
20-00155	02/18/20	8 milford		442.30	01-409-004-360	Utilities	Expenditure	Aprv	89	1	
20-00155	02/18/20	9 hp		79.92	01-454-002-360	Utilities	Expenditure	Aprv	90	1	
				2,183.80							
	02/18/20	PENNSTAT THE PENNSYLVANIA STATE UNIV			OUTREACH NON CREDIT REG OFFICE						
20-00158	02/18/20	1 registration for polex		1,240.00	01-410-000-316	Training/Seminar	Expenditure	Aprv	93	1	
				1,240.00							
	02/18/20	PIPEL020 PIPE LINE PLASTICS, INC			901 CAMARO RUN DRIVE						
20-00157	02/18/20	1 pw - couplings, pvc		46.95	01-438-000-200	Supplies	Expenditure	Aprv	92	1	
				46.95							
	02/18/20	POWERDMS POWER DMS, INC.			101 S GARLAND AVE, STE 300						
20-00154	02/18/20	1 pcpa manual,standards for pcpa		750.00	01-410-000-342	Police Accreditation	Expenditure	Aprv	82	1	
				750.00							
	02/18/20	PRED0010 PREDOC			14 CHRSEVYN LANE						
20-00156	02/18/20	1 upland - close septic		285.00	01-454-005-250	Repairs & Maint	Expenditure	Aprv	91	1	
				285.00							
	02/18/20	PURCHPOW PURCHASE POWER (PITNEY BOWES)			PO BOX 371874						
20-00159	02/18/20	1 postage refill for meter		391.30	01-401-000-215	Postage	Expenditure	Aprv	94	1	
				391.30							
	02/18/20	ROBLITTL ROBERT E. LITTLE, INC.			P.O. BOX 51						
20-00162	02/18/20	1 pw - chainsaw		294.35	01-438-000-260	Small Tools & Equipment	Expenditure	Aprv	97	1	
				294.35							
	02/18/20	ROSEMCGR ROSEANN MCGRATH			655 FAWN CIRCLE						
20-00161	02/18/20	1 twp - twp mgr recruitment		2,000.00	01-401-000-450	Contracted Services	Expenditure	Aprv	96	1	
				2,000.00							
	02/18/20	RRDON010 RR DONNELLEY			PO BOX 538602						
20-00160	02/18/20	1 pd - traffic citations		62.70	01-410-000-200	Supplies	Expenditure	Aprv	95	1	
				62.70							

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description			Description					
20-00165	02/18/20	S2VER010	S2VERIFY, LLC	25.00	P. O. BOX 2597					
	02/18/20	1	contracted services - faddis		01-410-000-450	Expenditure	Aprv	102	1	Contracted Services
				25.00						
20-00166	02/18/20	SOME'S010	SOME'S	70.00	PO BOX 68					
	02/18/20	1	pd - citation bars, numerals		01-410-000-238	Expenditure	Aprv	103	1	Clothing/Uniforms
				70.00						
20-00163	02/18/20	STAPLADV	STAPLES ADVANTAGE	412.36	PO BOX 105638					
	02/18/20	1	twp - office/kitchen supplies		01-401-000-200	Expenditure	Aprv	98	1	Supplies
20-00163	02/18/20	2	pw - office/kitchen supplies	125.64	01-438-000-200	Expenditure	Aprv	99	1	Supplies
				538.00						
20-00167	02/18/20	STAPLCRP	STAPLES CREDIT PLAN	803.59	PO BOX 78004					
	02/18/20	1	pd - office supplies		01-410-000-200	Expenditure	Aprv	104	1	Supplies
				803.59						
20-00164	02/18/20	STRATIX	STRATIX SYSTEMS	188.00	1011 N. PARK ROAD					
	02/18/20	1	copier contract quarterly		01-401-000-450	Expenditure	Aprv	100	1	Contracted Services
20-00164	02/18/20	2	9,350 color copies	507.71	01-401-000-200	Expenditure	Aprv	101	1	Supplies
				695.71						
20-00183	02/18/20	TDAMEDEF	TD AMERITRADE FBO 915-011842	8,392.41	7801 MESQUITE BEND DRIVE					
	02/18/20	1	executive		01-401-000-160	Expenditure	Aprv	129	1	Non-Uniform Pension
20-00183	02/18/20	2	codes	5,496.24	01-413-000-160	Expenditure	Aprv	130	1	Pension
20-00183	02/18/20	3	pw	7,190.17	01-438-000-160	Expenditure	Aprv	131	1	Pension
20-00183	02/18/20	4	pw - facilities	1,204.68	01-438-001-160	Expenditure	Aprv	132	1	Pension Expense - Facilities
				22,283.50						
20-00184	02/18/20	TDAMEPOL	TD AMERITRADE FBO 915-011550	62,933.25	7801 MESQUITE BEND DRIVE					
	02/18/20	1	pd		01-410-000-160	Expenditure	Aprv	133	1	Pension Expense
				62,933.25						
20-00182	02/18/20	TDAMERDC	TD AMERITRADE TRUST CO	1,966.59	K6DUPPRUWCH					
	02/18/20	1	executive		01-401-000-160	Expenditure	Aprv	126	1	Non-Uniform Pension
20-00182	02/18/20	2	pw	858.87	01-438-000-160	Expenditure	Aprv	127	1	Pension
20-00182	02/18/20	3	pw - facilities	1,674.54	01-438-001-160	Expenditure	Aprv	128	1	Pension Expense - Facilities

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Check No. PO #	Check Date 02/18/20	Vendor # Name THOMA010 THOMAS J. ANDERSON & ASSOCIATE	Payment Amt 4,500.00	Street 1 of Address to be printed on Check 115 WESTTOWN ROAD	Charge Account 01-401-000-450	Account Type Expenditure	Status Seq Aprv	Acct 107	15
Enc Date 02/18/20	Item Description 1 2020 consulting services			Contracted Services					
20-00169	02/18/20	1 2020 consulting services	2,700.00	115 WESTTOWN ROAD 01-401-000-450	Contracted Services	Expenditure	Aprv	107	1
			2,700.00						
20-00168	02/18/20	1 pw - shield kit	51.48	703 WEST RIDGE PIKE 01-438-000-200	Supplies	Expenditure	Aprv	105	1
	02/18/20	2 pw - steel grate	148.84	01-438-000-200	Supplies	Expenditure	Aprv	106	1
			200.32						
20-00170	02/18/20	1 november 2019	2,749.00	425 COMMERCE DRIVE 01-407-000-220	Software	Expenditure	Aprv	108	1
			2,749.00						
20-00175	02/18/20	1 q3 & q4 2019 dues	3,575.00	01-218-000-000 Police Association Dues (PAD)	Expenditure	Aprv	138	1	
			3,575.00						
20-00173	02/18/20	1 pw - broom gutter	410.00	P.O. BOX 574 01-438-000-200	Supplies	Expenditure	Aprv	112	1
			410.00						
20-00172	02/18/20	1 milford	275.52	PO BOX 16800 01-409-004-320	Telephone	Expenditure	Aprv	110	1
	02/18/20	2 pw bldg	143.35	01-409-001-320	Telephone	Expenditure	Aprv	111	1
			418.87						
20-00171	02/18/20	1 ff - internet	124.99	PO BOX 15124 01-454-003-320	Telephone	Expenditure	Aprv	109	1
			124.99						
20-00174	02/18/20	1 twp - connolly vaccine	70.00	625 N POTTSTOWN PIKE 01-438-000-450	Contracted Services	Expenditure	Aprv	113	1
			70.00						
20-00176	02/18/20	1 pd - shredding	80.00	908 OLD FERN HILL ROAD 01-410-000-200	Supplies	Expenditure	Aprv	114	1
			80.00						
	02/18/20	WILLSCOT WILLIAMS SCOTSMAN		PO BOX 91975					

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account Description	Account Type	Status	Seq	Acct	16
20-00178	02/18/20	1	february 2020 rental	1,840.00	01-409-005-200	Police Relocated - Supplies	Expenditure	Aprv	117	1	
				1,840.00							
	02/18/20	WITME010	WITMER PUBLIC SAFETY GROUP, INC		104	INDEPENDENCE WAY					
20-00177	02/18/20	1	pd - concealable armor	2,794.41	01-410-000-238	Clothing/Uniforms	Expenditure	Aprv	115	1	
					01-410-000-238	Clothing/Uniforms	Expenditure	Aprv	116	1	
20-00177	02/18/20	2	pd - nameplate	25.49							
				2,819.90							
	02/18/20	YISCO010	YIS/COWDEN GROUP, INC.		2603	REACH ROAD					
20-00179	02/18/20	1	pd - yearly activity	2,240.00	01-410-000-450	Contracted Services	Expenditure	Aprv	118	1	
				2,240.00							
	02/18/20	ZEPSA020	ACUITY SPECIALTY PRODUCTS, INC		ZEP SALES AND SERVICE						
20-00180	02/18/20	1	parks - zep mango	85.27	01-454-001-200	Supplies	Expenditure	Aprv	119	1	
				85.27							

Checks: Count 70 Line Items 138 Amount 158,464.47

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
Check Register By Check ID

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Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check IDs: 762 to 762
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
762	02/05/20	AFLAC010 AFLAC	787.88	2164
Report Totals				
	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	787.88	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>787.88</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Register By Check ID

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check IDs: 901 to 905
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
901	02/25/20	AQUAP010 AQUA PA	6,283.98	2165
902	02/10/20	BANKAMER BANK OF AMERICA	5,686.55	2166
903	02/07/20	LOWES020 LOWES BUSINESS ACCOUNT	166.66	2167
904	02/06/20	STANDINS STANDARD INSURANCE COMPANY	2,472.23	2168
905	02/05/20	WEXBANK WEX BANK	5,009.62	2169

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	19,619.04	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>19,619.04</u>	<u>0.00</u>

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check IDs: 901 to 905
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

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Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num	Seq	Acct
PO #	Item	Description									
901	02/25/20	AQUAP010 AQUA PA									2165
20-00191	1	217 hydrants		5,611.62	01-411-000-451 Hydrant expenses-Aqua	Expenditure				1	1
20-00191	2	26 hydrants		672.36	01-411-000-451 Hydrant expenses-Aqua	Expenditure				2	1
				6,283.98							
902	02/10/20	BANKAMER BANK OF AMERICA									2166
20-00192	1	pd - crestline		1,747.72	01-410-000-340 Public Relations	Expenditure				1	1
20-00192	2	twp - usps		19.95	01-401-000-215 Postage	Expenditure				2	1
20-00192	3	pd - iacp		190.00	01-410-000-420 Dues/Subscription/Memb	Expenditure				3	1
20-00192	4	pd - amazon prime		13.77	01-410-000-420 Dues/Subscription/Memb	Expenditure				4	1
20-00192	5	pd - amazon		22.26	01-410-000-250 Maintenance & Repairs	Expenditure				5	1
20-00192	6	twp - microsoft		315.68	01-407-000-220 Software	Expenditure				6	1
20-00192	7	twp - microsoft		359.69	01-407-000-220 Software	Expenditure				7	1
20-00192	8	pw - amazon		29.94	01-438-000-200 Supplies	Expenditure				8	1
20-00192	9	pw - amazon		109.96	01-438-000-200 Supplies	Expenditure				9	1
20-00192	10	pw - amazon		17.55	01-438-000-200 Supplies	Expenditure				10	1
20-00192	11	twp - county of chester		10.00	01-401-000-200 Supplies	Expenditure				11	1
20-00192	12	codes - icc		115.00	01-413-000-316 Training/Seminar	Expenditure				12	1
20-00192	13	twp - payroll legal		94.34	01-401-000-316 Training & Seminars	Expenditure				13	1
20-00192	14	twp - hr specialist		104.94	01-401-000-316 Training & Seminars	Expenditure				14	1
20-00192	15	twp - wbc of cc		30.00	01-401-000-316 Training & Seminars	Expenditure				15	1
20-00192	16	twp - labor law center		62.99	01-401-000-316 Training & Seminars	Expenditure				16	1
20-00192	17	pw - amazon		34.08	01-409-001-250 Maint & Repair	Expenditure				17	1
20-00192	18	pw - amazon		119.90	01-438-000-238 Uniforms	Expenditure				18	1
20-00192	19	codes - pa munleague		60.00	01-413-000-316 Training/Seminar	Expenditure				19	1
20-00192	20	twp - microsoft		313.76	01-407-000-220 Software	Expenditure				20	1
20-00192	21	pw - fred beans		524.90	01-438-000-235 Vehicle Maintenance	Expenditure				21	1

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description	Account Type	Contract	Ref	20			
902	BANK OF AMERICA	Continued							
20-00192	22	pw - goods store	250.00	01-438-000-238 Uniforms	Expenditure		22	1	
20-00192	23	pw - goods store	125.00	01-438-000-238 Uniforms	Expenditure		23	1	
20-00192	24	pw - goods store	84.95	01-438-000-238 Uniforms	Expenditure		24	1	
20-00192	25	pw - goods store	269.80	01-438-000-238 Uniforms	Expenditure		25	1	
20-00192	26	pw - weavers	134.95	01-438-000-238 Uniforms	Expenditure		26	1	
20-00192	27	pw - wrangler	157.94	01-438-000-238 Uniforms	Expenditure		27	1	
20-00192	28	pw - amazon	58.66	01-438-000-238 Uniforms	Expenditure		28	1	
20-00192	29	pw - amazon	73.86	01-438-000-238 Uniforms	Expenditure		29	1	
20-00192	30	pw - amazon	84.98	01-438-000-238 Uniforms	Expenditure		30	1	
20-00192	31	twp - whitepages	4.99	01-401-000-420 Dues/Subscriptions/Mem	Expenditure		31	1	
20-00192	32	twp - ezpass renew	140.00	01-401-000-317 Parking/Travel	Expenditure		32	1	
20-00192	33	twp - whitepages	4.99	01-401-000-420 Dues/Subscriptions/Mem	Expenditure		33	1	
			5,686.55						
903	02/07/20	LOWES020 LOWES BUSINESS ACCOUNT					2167		
20-00193	1	pw - supplies	26.00	01-438-000-200 Supplies	Expenditure		1	1	
20-00193	2	pw bldg - maintenance	57.70	01-409-001-250 Maint & Repair	Expenditure		2	1	
20-00193	3	pw - supplies	8.49	01-438-000-200 Supplies	Expenditure		3	1	
20-00193	4	parks - ff - supplies	7.97	01-454-003-200 Supplies	Expenditure		4	1	
20-00193	5	pw - small tools	66.50	01-438-000-260 Small Tools & Equipment	Expenditure		5	1	
			166.66						
904	02/06/20	STANDINS STANDARD INSURANCE COMPANY					2168		
20-00194	1	admin	192.57	01-401-000-156 Employee Benefit Expens	Expenditure		1	1	
20-00194	2	pd	1,471.62	01-410-000-156 Employee Benefit Expense	Expenditure		2	1	
20-00194	3	codes	265.03	01-413-000-156 Employee Benefit Expens	Expenditure		3	1	
20-00194	4	pw	468.11	01-438-000-156 Employee Benefit Expense	Expenditure		4	1	
20-00194	5	pw - facilities	74.90	01-438-001-156 Employee Benefit Expense	Expenditure		5	1	
			2,472.23						

February 13, 2020
12:56 PM

Upper Uwchlan Township
Check Register By Check ID

Page No: 3

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #		Item Description				Account Type	Contract			
905	02/05/20	WEXBANK	WEX BANK							2169
20-00195	1	admin		31.93	01-401-000-230 Gasoline & oil	Expenditure		1	1	
20-00195	2	pd		2,694.20	01-410-000-230 Gasoline & oil	Expenditure		2	1	
20-00195	3	codes		188.88	01-413-000-230 Gasoline & oil	Expenditure		3	1	
20-00195	4	pw		1,610.19	01-438-000-230 Gasoline & oil	Expenditure		4	1	
20-00195	5	pw - facilities		484.42	01-438-001-230 Gasoline & oil - Facilities	Expenditure		5	1	
					5,009.62					

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	<u>5</u>	<u>0</u>	<u>19,619.04</u>	<u>0.00</u>
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u><u>5</u></u>	<u><u>0</u></u>	<u><u>19,619.04</u></u>	<u><u>0.00</u></u>

February 14, 2020
11:20 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1791 to 1804
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
1791	01/27/20	GMMECHAN GM MECHANICAL, INC	35,653.50	01/31/20 2162
1792	02/18/20	BAVERGOR GORDON H. BAVER, INC.	305,584.78	2175
1793	02/18/20	BLACK010 DAVID BLACKMORE & ASSOC, INC.	8,490.88	2175
1794	02/18/20	BOYLECO BOYLE CONSTRUCTION	24,320.00	2175
1795	02/18/20	CLIPPER CLIPPER PIPE & SERVICE, INC	76,628.00	2175
1796	02/18/20	EXEMPLIS EXEMPLIS LLC	8,274.00	2175
1797	02/18/20	GILMO020 GILMORE & ASSOCIATES, INC	5,380.42	2175
1798	02/18/20	GRUPLAC GROUPE LACASSE LLC	3,894.48	2175
1799	02/18/20	HAMMEL HAMMEL ASSOCIATES ARCHITECTS	6,808.23	2175
1800	02/18/20	MCMAH010 MCMAHON ASSOCIATES, INC.	6,305.00	2175
1801	02/18/20	NEWH0010 NEW HOLLAND AUTO GROUP	41,713.00	2175
1802	02/18/20	WAYNEMOV WAYNE MOVING & STORAGE	3,180.00	2175
1803	02/18/20	WESCOTT WESCOTT ELECTRIC COMPANY	19,530.00	2175
1804	02/18/20	WINTEREQ WINTER EQUIPMENT COMPANY, INC	7,574.02	2175

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	14	0	553,336.31	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>14</u>	<u>0</u>	<u>553,336.31</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 02/18/20 Checking Account: CAPITAL G/L Credit: Expenditure G/L Credit 23
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
PO #	Enc Date	Item Description								
	02/18/20	BAVERGOR	GORDON H. BAVER, INC.		187 WEST EIGHTH STREET					
20-00221	02/18/20	1	twp bldg expansion	305,584.78	30-409-002-610	Expenditure	Expenditure	Aprv	14	1
				305,584.78	Township Building Expansion	2018-2020				
	02/18/20	BLACK010	DAVID BLACKMORE & ASSOC, INC.		3335 West Ridge Pike					
20-00219	02/18/20	1	december services	4,527.75	30-409-002-610	Expenditure	Expenditure	Aprv	11	1
20-00219	02/18/20	2	november services	3,963.13	30-409-002-610	Expenditure	Expenditure	Aprv	12	1
				8,490.88	Township Building Expansion	2018-2020				
	02/18/20	BOYLECO	BOYLE CONSTRUCTION		1209 HAUSMAN ROAD					
20-00218	02/18/20	1	january project management	24,320.00	30-409-002-610	Expenditure	Expenditure	Aprv	10	1
				24,320.00	Township Building Expansion	2018-2020				
	02/18/20	CLIPPER	CLIPPER PIPE & SERVICE, INC		PO BOX 148					
20-00220	02/18/20	1	twp bldg expansion	76,628.00	30-409-002-610	Expenditure	Expenditure	Aprv	13	1
				76,628.00	Township Building Expansion	2018-2020				
	02/18/20	EXEMPLIS	EXEMPLIS LLC		25090 NETWORK PLACE					
20-00216	02/18/20	1	14 chairs	8,274.00	30-409-002-610	Expenditure	Expenditure	Aprv	8	1
				8,274.00	Township Building Expansion	2018-2020				
	02/18/20	GILM0020	GILMORE & ASSOCIATES, INC		65 E. BUTLER AVENUE, SUITE 100					
20-00215	02/18/20	1	january services	5,380.42	30-409-002-610	Expenditure	Expenditure	Aprv	7	1
				5,380.42	Township Building Expansion	2018-2020				
	02/18/20	GROUPAC	GROUPE LACASSE LLC		21553 NETWORK PLACE					
20-00217	02/18/20	1	tables, bookcase	3,894.48	30-409-002-610	Expenditure	Expenditure	Aprv	9	1
				3,894.48	Township Building Expansion	2018-2020				
	02/18/20	HAMMEL	HAMMEL ASSOCIATES ARCHITECTS		25 EAST GRANT STREET					
20-00212	02/18/20	1	november services	3,070.48	30-409-002-610	Expenditure	Expenditure	Aprv	3	1
20-00212	02/18/20	2	december services	3,737.75	30-409-002-610	Expenditure	Expenditure	Aprv	4	1
				6,808.23	Township Building Expansion	2018-2020				
	02/18/20	MCMAH010	MCMAHON ASSOCIATES, INC.		425 COMMERCE DRIVE					
20-00211	02/18/20	1	park road trail	6,305.00	30-455-000-651	Expenditure	Expenditure	Aprv	2	1
				6,305.00	Phase IV - Park Road Trail					

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
										24
20-00214	02/18/20	NEWH0010	NEW HOLLAND AUTO GROUP	41,713.00	508 WEST MAIN STREET	30-410-000-700	Expenditure	Aprv	6	1
		2020	ford police utility		Capital Purchases - Police					
				41,713.00						
20-00213	02/18/20	WAYNEMOV	WAYNE MOVING & STORAGE	3,180.00	100 LAWRENCE DRIVE	30-409-002-610	Expenditure	Aprv	5	1
		2020	relocation of files		Township Building Expansion 2018-2020					
				3,180.00						
20-00222	02/18/20	WESCOTT	WESCOTT ELECTRIC COMPANY	19,530.00	PO BOX 278	30-409-002-610	Expenditure	Aprv	15	1
		2020	1 twp bldg expansion		Township Building Expansion 2018-2020					
				19,530.00						
20-00210	02/18/20	WINTEREQ	WINTER EQUIPMENT COMPANY, INC	7,574.02	1900 JOSEPH LLOYD PARKWAY	30-438-000-701	Expenditure	Aprv	1	1
		2020	1 cutting edges for plow		Capital Purchases - Equipment					
				7,574.02						

Checks: Count Line Items Amount
 13 15 517,682.81

There are NO errors or warnings in this listing.

February 14, 2020
10:04 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1258 to 1259
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y 25

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
1258	02/18/20	GILM0020 GILMORE & ASSOCIATES, INC	187.50	2174
1259	02/18/20	USMUN020 US MUNICIPAL SUPPLY CO.	885.05	2174
<hr/>				
Report Totals			<u>Paid</u>	<u>Void</u>
			Checks: 2	0
				1,072.55
			Direct Deposit: 0	0
				0.00
			Total: <u><u>2</u></u>	<u><u>0</u></u>
				1,072.55
				<u><u>0.00</u></u>

February 14, 2020
10:03 AM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 02/18/20 Checking Account: STORM WATER MGT G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
20-00209	02/18/20	GILM0020	GILMORE & ASSOCIATES, INC	187.50	65 E. BULTER AVENUE, SUITE 100	08-420-000-035	Expenditure	Aprv	2	1
			1 ms4 permits		Permits					
				187.50						
20-00208	02/18/20	USMUN020	US MUNICIPAL SUPPLY CO.	885.05	P.O. BOX 574	08-446-000-200	Expenditure	Aprv	1	1
			1 stormwater - supplies		Supplies					
				885.05						

Checks: Count 2 Line Items 2 Amount 1,072.55

There are NO errors or warnings in this listing.

February 14, 2020
10:00 AM

Upper Uwchlan Township
Check Register By Check ID

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check IDs: 10396 to 10401
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

27

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
10396	01/21/20	MAPLEDIR MAPLE DIRECT INC	1,657.00	01/31/20 2159
10397	02/18/20	ADVANDIS ADVANCED DISPOSAL	33,991.34	2173
10398	02/18/20	AJBL0010 A.J. BLOSENSKI	15,321.60	2173
10399	02/18/20	BUKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,066.65	2173
10400	02/18/20	CCSWA010 CCSWA	11,389.44	2173
10401	02/18/20	TOTALREC TOTAL RECYCLE	2,936.75	2173

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	66,362.78	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>6</u>	<u>0</u>	<u>66,362.78</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 02/18/20 Checking Account: SOLID WASTE G/L Credit: Expenditure G/L Credit 28
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
PO #	Enc Date	Item Description								
	02/18/20	ADVANDIS	ADVANCED DISPOSAL		PO BOX 74008047					
20-00205	02/18/20	1	january solid waste collection	33,925.26	05-427-000-450		Expenditure	Aprv	5	1
					Contracted Services					
20-00205	02/18/20	2	freon item	66.08	05-427-000-450		Expenditure	Aprv	6	1
					Contracted Services					
				33,991.34						
	02/18/20	AJBL0010	A.J. BLOSENSKI		P.O. BOX 392					
20-00206	02/18/20	1	february recycle collection	15,321.60	05-427-000-460		Expenditure	Aprv	7	1
					Contracted Services - Recycling					
				15,321.60						
	02/18/20	BUCKL010	BUCKLEY, BRION, MCGUIRE, MORRI		118 W. MARKET STREET					
20-00204	02/18/20	1	trash collections	1,066.65	05-427-000-314		Expenditure	Aprv	4	1
					Legal Fees					
				1,066.65						
	02/18/20	CCSWA010	CCSWA		P. O. BOX 476					
20-00203	02/18/20	1	1/20-1/21/2020	3,602.43	05-427-000-700		Expenditure	Aprv	1	1
					Tipping Fees					
20-00203	02/18/20	2	1/24-1/28/2020	3,517.40	05-427-000-700		Expenditure	Aprv	2	1
					Tipping Fees					
20-00203	02/18/20	3	2/3-2/5/2020	4,269.61	05-427-000-700		Expenditure	Aprv	3	1
					Tipping Fees					
				11,389.44						
	02/18/20	TOTALREC	TOTAL RECYCLE		PO BOX 7250					
20-00207	02/18/20	1	jan - tipping fee - recycling	2,936.75	05-427-000-725		Expenditure	Aprv	8	1
					Tipping Fees - Recycling					
				2,936.75						

Checks: Count 5 Line Items 8 Amount 64,705.78

There are NO errors or warnings in this listing.

February 14, 2020
09:52 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 651 to 653
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

20

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
651	02/18/20	EASTE040 EASTERN SALT COMPANY, INC.	5,886.42	2172
652	02/18/20	NEWENT NEW ENTERPRISE STONE & LIME CO	2,859.10	2172
653	02/18/20	SOLUTION SOLUTIONS	4,297.20	2172

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	13,042.72	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u><u>3</u></u>	<u><u>0</u></u>	<u><u>13,042.72</u></u>	<u><u>0.00</u></u>

February 14, 2020
09:51 AM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 02/18/20 Checking Account: LIQUID FUELS G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N 30

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
		PO #	Enc Date	Item Description						
20-00201	02/18/20	02/18/20	EASTE040	EASTERN SALT COMPANY, INC.	5,886.42	134 MIDDLE STREET 04-432-000-239 Snow & Ice Supplies	Expenditure	Aprv	2	1
					5,886.42					
20-00202	02/18/20	02/18/20	NEWENT	NEW ENTERPRISE STONE & LIME CO	1,123.36	PO BOX 645211 04-439-001-250 Resurfacing	Expenditure	Aprv	3	1
					584.53	04-439-001-250 Resurfacing	Expenditure	Aprv	4	1
20-00202	02/18/20	02/18/20	3	stone	1,151.21	04-439-001-250 Resurfacing	Expenditure	Aprv	5	1
					2,859.10					
20-00200	02/18/20	02/18/20	SOLUTION SOLUTIONS	1 calcium chloride	4,297.20	PO BOX 675 04-432-000-239 Snow & Ice Supplies	Expenditure	Aprv	1	1
					4,297.20					

Checks: Count 3 Line Items 5 Amount 13,042.72

There are NO errors or warnings in this listing.

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08:06 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 482 to 487
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y 31

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
482	02/18/20	ARROC010 ARRO CONSULTING, INC.	6,178.78	2170
483	02/18/20	BRANDWIN BRANDYWINE CONSERVANCY	170.00	2170
484	02/18/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	760.00	2170
485	02/18/20	ECRAI010 E.CRAIG KALEMJIAN, ESQ.	1,402.50	2170
486	02/18/20	GILMO020 GILMORE & ASSOCIATES, INC	24,098.43	2170
487	02/18/20	MCMAH010 MCMAHON ASSOCIATES, INC.	3,217.50	2170

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	35,827.21	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>6</u>	<u>0</u>	<u>35,827.21</u>	<u>0.00</u>

Project Description	Project No.	Project Total
Marsh Lea	248-012	748.65
Vantage Point at Chester Spr	248-017	1,314.00
The Village at Byers Station	248-019	1,813.35
The Townes at Chester Springs	248-021	961.30
COMMERCIAL 5-C	248-028	911.75
PROFOUND TECHNOLOGIES	248-030	2,742.50
WINDSOR BAPTIST CHURCH	248-031	33.75
Eagle Village Parking Expansio	248-032	577.50
Chester Springs Crossing	248-033	17,117.36
STARBUCKS @ EAGLEPOINTE VILLAG	248-034	1,207.50
THE PRESERVE @ MARSH CREEK SD	248-035	8,399.55
Total of All Projects:		<hr/> <hr/> 35,827.21

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: SANDY Batch Type: C Batch Date: 02/18/20 Checking Account: DEV ESCROW G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N 33

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
20-00188	02/18/20	ARROC010	ARRO CONSULTING, INC.	1,100.50	108 WEST AIRPORT ROAD	248-035	Project	Aprv	10	1
20-00188	02/18/20	1	Preserve		THE PRESERVE @ MARSH CREEK SD	248-028	Project	Aprv	11	1
20-00188	02/18/20	2	5-C Commercial	493.00	COMMERCIAL 5-C	248-034	Project	Aprv	12	1
20-00188	02/18/20	3	Starbucks	131.25	STARBUCKS @ EAGLEPOINTE VILLAG	248-019	Project	Aprv	13	1
20-00188	02/18/20	4	Villages	668.10	The village at Byers Station	248-033	Project	Aprv	14	1
20-00188	02/18/20	5	Crossings	3,785.93	Chester Springs Crossing					
				6,178.78						
20-00186	02/18/20	BRANDWIN	BRANDYWINE CONSERVANCY	170.00	118 W. MARKET STREET	248-030	Project	Aprv	5	1
20-00186	02/18/20	1	125 Little Conestoga	170.00	PROFOUND TECHNOLOGIES					
20-00185	02/18/20	BUKL010	BUCKLEY, BRION, MCGUIRE, MORRI	250.00	248-028	Project	Aprv	1	1	
20-00185	02/18/20	1	5-C Commercial		COMMERCIAL 5-C	248-035	Project	Aprv	2	1
20-00185	02/18/20	2	McKee Preserve	90.00	THE PRESERVE @ MARSH CREEK SD	248-017	Project	Aprv	3	1
20-00185	02/18/20	3	Vantage Point	354.00	Vantage Point at Chester Spr	248-032	Project	Aprv	4	1
20-00185	02/18/20	4	160 Park Road	66.00	Eagle Village Parking Expansio					
				760.00						
20-00197	02/18/20	ECRAI010	E.CRAIG KALEMJIAN, ESQ.	1,402.50	535 NORTH CHURCH STREET	248-030	Project	Aprv	25	1
20-00197	02/18/20	1	Profound Tech	1,402.50	PROFOUND TECHNOLOGIES					
20-00189	02/18/20	GILM0020	GILMORE & ASSOCIATES, INC	281.25	65 E. BULTER AVENUE, SUITE 100	248-034	Project	Aprv	15	1
20-00189	02/18/20	1	Starbucks		STARBUCKS @ EAGLEPOINTE VILLAG	248-019	Project	Aprv	16	1
20-00189	02/18/20	2	Villages	1,145.25	The Village at Byers Station	248-028	Project	Aprv	17	1
20-00189	02/18/20	3	5-C Commercial	168.75	COMMERCIAL 5-C	248-012	Project	Aprv	18	1
20-00189	02/18/20	4	Marsh Lea	748.65	Marsh Lea	248-033	Project	Aprv	19	1
20-00189	02/18/20	5	Crossings	12,273.93	Chester Springs Crossing	248-035	Project	Aprv	20	1
20-00189	02/18/20	6	Preserve	6,804.05	THE PRESERVE @ MARSH CREEK SD	248-021	Project	Aprv	21	1
20-00189	02/18/20	7	Townes	961.30	The Townes at Chester Springs					

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description			Description					
20-00189	02/18/20	8	160 Park Road	511.50	248-032	Project	Aprv	22	1	Eagle Village Parking Expansio
20-00189	02/18/20	9	Profound Tech	1,170.00	248-030	Project	Aprv	23	1	PROFOUND TECHNOLOGIES
20-00189	02/18/20	10	Windsor Baptist	33.75	248-031	Project	Aprv	24	1	WINDSOR BAPTIST CHURCH
				24,098.43						
	02/18/20	MCMAH010	MCMAHON ASSOCIATES, INC.		425 COMMERCE DRIVE					
20-00187	02/18/20	1	6C	960.00	248-017	Project	Aprv	6	1	Vantage Point at Chester Spr
20-00187	02/18/20	2	Starbucks	795.00	248-034	Project	Aprv	7	1	STARBUCKS @ EAGLEPOINTE VILLAG
20-00187	02/18/20	3	Preserve	405.00	248-035	Project	Aprv	8	1	THE PRESERVE @ MARSH CREEK SD
20-00187	02/18/20	4	Crossings	1,057.50	248-033	Project	Aprv	9	1	Chester Springs Crossing
				3,217.50						

Checks: Count 6 Line Items 25 Amount 35,827.21

There are NO errors or warnings in this listing.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: Jill Bukata, Township Treasurer

RE: Status Update

DATE: February 18, 2020

Finance has worked on the following items during the month

- Received and processed 516 trash and 379 sewer payments (1/17/20 – 2/13/20)
- Preparing for the upcoming audit
- Trash and 1Q sewer bills were mailed at the end of January

Projects and goals

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

Highlights of the January, 2020 financial statements

- The balance sheet remains strong with cash of over **\$10.1 million** - of that amount **\$4.9 million** is not available for the routine operations of the Township as they are reserved for specific purposes, ie. Liquid Fuels and Act 209 for highways, Turf Field for replacement of the Turf Field, Capital Projects for capital improvements etc.
- Year to date revenues (combined) are **\$248,650 or 3.1%** of the annual budget. Combined expenses are **\$607,989 or 8.6%** of the budget. The combined year to date net loss - (General Fund and Solid Waste Fund) is **\$359,339**. January is the only month in the year when we expect expenses to exceed revenues. Earned income tax revenue for the month was \$165,194. We received **\$417,500** in the first two weeks of February. This represents a part of 4Q 2019 employer collections that are being remitted to us now by Keystone Collections.

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of January 31, 2020

General Fund

Meridian Bank	\$ 4,235,036
Meridian Bank - Payroll	89,438
Meridian Bank MMA - restricted	38,819
Fulton Bank	55,723
Fulton Bank - Turf Field	427,397
Petty cash	300
Total General Fund	<u>4,846,713</u>

Certificate of Deposit - 1/2/21 271,480

Total General Fund \$ 5,118,193

Solid Waste Fund

Meridian Bank - Solid Waste	183,013
Fulton Bank - Solid Waste	396,206
Total Solid Waste Funds	<u>579,219</u>
Total Solid Waste Fund	579,219

Liquid Fuels Fund

Fulton Bank	686,695
Total Liquid Fuels Fund	686,695

Capital Projects Fund

Fulton Bank	(36,074)
PSDLAF	5,093
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	2,853,992
Total Capital Projects Fund	<u>2,823,011</u>
	2,823,011

Act 209 Impact Fund

Fulton Bank	756,061
Total Act 209 Impact Fund	756,061

Water Resource Protection Fund

Fulton Bank	69,453
Total Water Resource Protection Fund	69,453

Sewer Fund

PSDLAF	84
Fulton Bank	106,620
Total Sewer Fund	<u>106,703</u>
	106,703

Total - Upper Uwchlan Township \$ 10,139,335

Municipal Authority \$ 6,040,852

Developer's Escrow Fund \$ 219,480

Upper Uwchlan Township
Schedule of Investments

As of January 31, 2020

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	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<i>General Fund</i>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	1/2/2021	2.000%	250,000.00
		21,021.34	Interest accrued			21,021.34
	Accrued interest - YTD	459.11				459.11
		<u>271,480.45</u>				<u>271,480.45</u>
<i>Sewer Fund - General Obligation Bonds (2014 Bonds)</i>						
Sewer Fund	PSDLAF	2,812,792.62	Collateralized CD Pool		0.100%	2,812,792.62
	Redemptions	(2,812,792.62)				(2,812,792.62)
	PSDLAF	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.59</u>				<u>83.59</u>
<i>Capital Fund</i>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,535,000.00)				(1,535,000.00)
	MAX account (MMF)	40,092.52	MAX account (MMF)	-	0.02%	40,092.52
		<u>5,092.52</u>				<u>5,092.52</u>
<i>Fulton Bank - 2019</i>						
	Bond Proceeds	5,598,691.66				5,598,691.66
	Used for projects	(2,744,699.27)				(2,744,699.27)
		<u>2,853,992.39</u>				<u>2,853,992.39</u>
<i>Total Capital Fund</i>						
		<u>2,859,084.91</u>				<u>2,859,084.91</u>

Upper Uwhian Township
 Accounts Receivable
 As of January 31, 2020

38

Engineering and Legal Receivables - 01-145-000-200 and 300

Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 1/31/2020	Total Amount Due 12/31/2019	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Aurora Custom Builders	1,076.91	1,076.91	-	-	-	1,076.91	-	1,076.91
Joseph Basta	-	-	-	-	-	-	-	-
Byers Station	-	-	-	-	-	-	-	-
Car Sense	-	-	-	-	-	-	-	-
Cutler Group	11,284.52	11,284.52	-	-	-	11,284.52	-	11,284.52
DSM Biomedical	2,952.28	-	2,952.28					2,952.28
David Dugan	-	-	-	-	-	-	-	-
Eagle Retail Assoc.	-	-	-	-	-	-	-	-
Fish Eye	-	-	-	-	-	-	-	-
Gunner	-	-	-	-	-	-	-	-
Hankin	-	4,215.27	-	-	-	-	-	-
Inman	-	848.74	-	-	-	-	-	-
Jonathon Thuir	143.00	-	143.00					143.00
KHOV	3,577.86	3,878.86	-	-	-	-	3,577.86	3,577.86
Pa. Turnpike	-	832.75	-	-	-	-	-	-
Pamela MacIntyre	-	-	-	-	-	-	-	-
QBD	437.42	-	437.42					437.42
Montchanin Development	-	-	-	-	-	-	-	-
Montesano	6,657.94	7,157.94	-	-	-	6,657.94	-	6,657.94
Moser Builders	-	167.50	-	-	-	-	-	-
Orleans/Lennar	4,502.73	4,803.60	-	-	-	-	4,502.73	4,502.73
Struble	16,050.71	16,050.71	16,016.34	-	-	-	34.37	16,050.71
Toll Brothers	5,046.70	54,726.68	-	-	-	5,046.70	-	5,046.70
Chris Vail	-	-	-	-	-	-	-	-
Windsor Baptist Church	-	6,592.05	-	-	-	-	-	-
Balance at January 31, 2020	\$ 51,730.07	\$ 111,635.53		\$ 19,549.04	\$ -	\$ 24,066.07	\$ 8,114.96	\$ 51,730.07

Upper Uwchlan Township
 Accounts Receivable
 As of January 31, 2020

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

	Total Amount 1/31/2020	Total Amount 12/31/2019	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Brandywine Rugby	225.00	225.00	225.00					225.00
Craig Reed	-	-						-
Camp Hill Special School Soccer	-	-						-
CSU Soccer	-	-						-
Daniel Beecham	-	300.00						-
Downington Rugby	-	-						-
East Soccer Academy	-	-						-
Freedom LAX	-	-						-
GEYA -Baseball	-	-						-
GEYA Soccer	875.00	875.00	-	875.00				875.00
Marriott Hotels	25.00	25.00	-	25.00				25.00
Marsh Creek Eagles	2,792.50	2,792.50	-	2,792.50				2,792.50
Penn Fusion Soccer Academy	-	-						-
RFC Rebels	-	-						-
St. Elizabeth's CYO Sports	-	-						-
Tad Doyle	950.00	950.00					950.00	950.00
Vincent United	-	-						-
Balance at January 31, 2020	\$ 4,792.50	\$ 5,167.50		\$ 225.00	\$ 3,692.50	\$ -	\$ 875.00	\$ 4,792.50

Upper Uwchlan Township

Accounts Receivable

As of January 31, 2020

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Accounts Receivable - Account 01-145-000-095

	Amount 1/31/2020	Amount 12/31/2019	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Cable franchise fees - 4Q	57,000.00	57,000.00	-	-	57,000.00	-	-	57,000.00
Chester County cell tower rent	2,000.00	-	2,000.00	-	-	-	-	2,000.00
Overpaid Pa. taxes	191.94	-	191.94	-	-	-	-	191.94
Balance at January 31, 2020	\$ 59,191.94	\$ 57,000.00	2,191.94	-	57,000.00	-	-	59,191.94

Upper Uwchlan Township
General Fund
Balance Sheet
As of January 31, 2020

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ASSETS

Cash		
01-100-000-100	General Checking - Fulton Bank	\$ 55,723.25
01-100-000-200	Meridian Bank	4,235,035.80
01-100-000-210	Meridian Bank - Payroll	89,438.46
01-100-000-220	Meridian Bank MMA - restricted	38,818.90
01-100-000-250	Fulton Bank - Turf Field	427,396.50
01-100-000-300	Petty Cash	300.00
	Total Cash	<hr/> 4,846,712.91
Investments		
01-120-000-100	Certificate of Deposit - 1/2/21	<hr/> 271,480.45
		271,480.45
Accounts Receivable		
01-145-000-020	Engineering Fees Receivable	30,607.03
01-145-000-021	Engineering Fees Receivable-CU	7,461.42
01-145-000-030	Legal Fees Receivable	7,140.76
01-145-000-040	R/E Taxes Receivable	4,176.36
01-145-000-050	Hydrant Tax Receivable	218.55
01-145-000-080	Field Fees Receivables	5,387.50
01-145-000-085	Turf Field Receivables	(595.00)
01-145-000-086	EIT Receivable	89,894.01
01-145-000-090	RE Transfer Tax Receivable	25,000.00
01-145-000-095	Misc accounts receivable	59,191.94
01-145-000-096	Traffic Signals Receivable	-
01-145-000-097	Advertising Fees Reimbursable	397.42
	Total Accounts Receivable	<hr/> 228,879.99
Other Current Assets		
01-130-000-001	Due From Municipal Authority	86,296.15
01-130-000-003	Due From Liquid Fuels	-
01-130-000-004	Due from ACT 209 Fund	-
01-130-000-005	Due From Capital Fund	-
01-130-000-006	Due from Solid Waste Fund	-
01-130-000-007	Due from Water Resource Protection Fund	-
01-130-000-008	Due from the Sewer Fund	-
01-130-000-009	Due from Developer's Escrow Fund	-
01-131-000-000	Suspense Account	-
	Total Other Current Assets	<hr/> 86,296.15
Prepaid Expense		
01-155-000-000	Prepaid expenses	<hr/> 3,501.00
	Total Prepaid Expense	3,501.00
	Total Assets	5,436,870.50

Upper Uwchlan Township
General Fund
Balance Sheet
As of January 31, 2020

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LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	<u>42,391.81</u>
	Total Accounts Payable	<u>42,391.81</u>

Other Current Liabilities

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	3,351.52
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU Pension Plan #2	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	(0.01)
01-218-000-000	Police Association Dues	4,565.00
01-219-000-000	LST Tax Withheld	330.00
01-220-000-000	State Unemployment W/H	487.11
01-221-000-000	Benefit Deduction-Aflac	696.39
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	1,193.52
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	-
01-239-000-006	Due to Solid Waste Fund	-
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	2,261.58
01-258-000-000	Accrued Expenses	<u>20,197.47</u>
	Total Other Current Liabilities	<u>33,082.58</u>

Total Liabilities	75,474.39
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EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	4,866,451.93
	Current Period Net Income (Loss)	<u>(317,977.42)</u>
	Total Equity	<u>5,361,396.11</u>

Total Fund Balance	5,361,396.11
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Total Liabilities & Fund Balance	5,436,870.50
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**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020**

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	4,176.36	994,100.00	(989,923.64)	0.4%
01-301-000-013	Real Estate Tax Refunds	-	(28,000.00)	28,000.00	0.0%
01-301-000-030	Delinquent Real Estate Taxes	-	30,000.00	(30,000.00)	0.0%
01-301-000-071	Hydrant Tax	218.55	65,000.00	(64,781.45)	0.3%
01-310-000-010	Real Estate Transfer Taxes	25,000.00	541,250.00	(516,250.00)	4.6%
01-310-000-020	Earned Income Taxes	166,841.14	3,857,000.00	(3,690,158.86)	4.3%
01-310-000-021	EIT commissions paid	(1,647.13)	(52,455.00)	50,807.87	3.1%
01-320-000-010	Building Permits	40,251.00	378,000.00	(337,749.00)	10.6%
01-320-000-020	Use & Occupancy Permit	800.00	12,000.00	(11,200.00)	6.7%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	600.00	2,000.00	(1,400.00)	30.0%
01-320-000-050	Refinance Certification Fees	300.00	3,000.00	(2,700.00)	10.0%
01-321-000-080	Cable TV Franchise Fees		225,000.00	(225,000.00)	0.0%
01-331-000-010	Vehicle Codes Violation	4,416.34	45,000.00	(40,583.66)	9.8%
01-331-000-011	Reports/Fingerprints	171.50	2,000.00	(1,828.50)	8.6%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	-	3,000.00	(3,000.00)	0.0%
01-341-000-001	Interest Earnings	8,944.58	50,000.00	(41,055.42)	17.9%
01-342-000-001	Rental Property Income	2,000.00	24,000.00	(22,000.00)	8.3%
01-354-000-010	County Grants		15,000.00	(15,000.00)	0.0%
01-354-000-020	State Grants		1,808.00	(1,808.00)	0.0%
01-354-000-030	Police Grants		-	-	#DIV/0!
01-355-000-001	PURTA		5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax		600.00	(600.00)	0.0%
01-355-000-005	State Aid, Police Pension		122,000.00	(122,000.00)	0.0%
01-355-000-006	State Aid, Non-Uniform Pension		80,000.00	(80,000.00)	0.0%
01-355-000-007	Foreign Fire Insurance Tax		95,000.00	(95,000.00)	0.0%
01-360-000-010	Vehicle Storage Fees		1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development		6,000.00	(6,000.00)	0.0%
01-361-000-032	Fees from Engineering	(46,449.73)	100,000.00	(146,449.73)	-46.4%
01-361-000-033	Admin Fees from Engineering	(118.22)	4,000.00	(4,118.22)	-3.0%
01-361-000-035	Admin Fees from Legal		1,000.00	(1,000.00)	0.0%
01-361-000-036	Legal Services Fees	23.25	6,000.00	(5,976.75)	0.4%
01-361-000-038	Sale of Maps & Books		250.00	(250.00)	0.0%
01-361-000-039	Fire Inspection Fees		-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU		20,000.00	(20,000.00)	0.0%
01-361-000-042	Copies		100.00	(100.00)	0.0%
01-361-000-043	Fees from Traffic Signals Reimbursables		-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	397.42	500.00	(102.58)	79.5%
01-367-000-010	Recreation Donations		-	-	#DIV/0!
01-367-000-014	Pavillion Rental		500.00	(500.00)	0.0%
01-367-000-021	Field Programs		30,000.00	(30,000.00)	0.0%
01-367-000-025	Turf Field Fees		45,000.00	(45,000.00)	0.0%
01-367-000-030	Community Events Donations	75.00	10,000.00	(9,925.00)	0.8%
01-367-000-040	History Book Revenue		200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees		-	-	#DIV/0!
01-367-000-089	Donations for Park Equipment		-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	496.55	5,000.00	(4,503.45)	9.9%
01-380-000-010	Insurance Reimbursement		3,000.00	(3,000.00)	0.0%
01-392-000-008	Municipal Authority Reimbursement	22,818.42	273,821.00	(251,002.58)	8.3%
01-392-000-020	Transfer from Capital Fund	-		-	#DIV/0!
01-392-000-030	Transfer from Solid Waste Fund	-		-	#DIV/0!
01-395-000-000	Refund of Prior Year Expenses	-		-	#DIV/0!
Total Revenue		229,315.03	6,977,274.00	(6,747,958.97)	3.3%

**Upper Uwchlan Township
General Fund**
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020

44

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	625.00	5,000.00	(4,375.00)	12.5%
01-400-000-150	Payroll Tax Expense	47.81	383.00	(335.19)	12.5%
01-400-000-320	Telephone	-	2,000.00	(2,000.00)	0.0%
01-400-000-340	Public Relations	-	2,500.00	(2,500.00)	0.0%
01-400-000-341	Advertising	(566.67)	7,500.00	(8,066.67)	-7.6%
01-400-000-342	Printing	-	5,000.00	(5,000.00)	0.0%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	-	4,200.00	(4,200.00)	0.0%
01-400-000-352	Insurance-Liability	4,537.80	18,151.00	(13,613.20)	25.0%
01-400-000-420	Dues/Subscriptions/Memberships	-	4,261.00	(4,261.00)	0.0%
01-400-000-460	Meeting & Conferences	-	6,000.00	(6,000.00)	0.0%
01-400-000-461	Bank Fees	1,012.61	9,000.00	(7,987.39)	11.3%
01-400-000-463	Misc expenses	2,965.90	2,000.00	965.90	148.3%
01-400-000-464	Wallace Twp. Tax Agreement	-	4,750.00	(4,750.00)	0.0%
		8,622.45	72,745.00	(64,122.55)	11.9%
EXECUTIVE					
01-401-000-100	Administration Wages	26,998.18	507,994.00	(480,995.82)	5.3%
01-401-000-150	Payroll Tax Expense	2,090.09	38,862.00	(36,771.91)	5.4%
01-401-000-151	PSATS Unemployment Compensation	-	480.00	(480.00)	0.0%
01-401-000-156	Employee Benefit Expense	8,052.52	122,353.00	(114,300.48)	6.6%
01-401-000-157	ACA Fees	-	240.00	(240.00)	0.0%
01-401-000-160	Non-Uniform Pension	-	41,436.00	(41,436.00)	0.0%
01-401-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	-	6,300.00	(6,300.00)	0.0%
01-401-000-181	Longevity Pay	-	5,100.00	(5,100.00)	0.0%
01-401-000-183	Overtime Wages	543.72	5,000.00	(4,456.28)	10.9%
01-401-000-200	Supplies	760.15	15,000.00	(14,239.85)	5.1%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	5.25	4,500.00	(4,494.75)	0.1%
01-401-000-230	Gasoline & Oil	32.83	2,200.00	(2,167.17)	1.5%
01-401-000-235	Vehicle Maintenance	-	1,000.00	(1,000.00)	0.0%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	-	10,000.00	(10,000.00)	0.0%
01-401-000-317	Parking/Travel	-	1,200.00	(1,200.00)	0.0%
01-401-000-322	Ipad Expenses	-	600.00	(600.00)	0.0%
01-401-000-352	Insurance - Liability	94.13	377.00	(282.87)	25.0%
01-401-000-353	Insurance-Vehicle	74.32	297.00	(222.68)	25.0%
01-401-000-354	Insurance-Workers Compensation	466.58	1,716.00	(1,249.42)	27.2%
01-401-000-420	Dues/Subscriptions/Memberships	3,312.69	6,100.00	(2,787.31)	54.3%
01-401-000-450	Contracted Services	-	16,310.00	(15,605.88)	4.3%
		43,134.58	795,265.00	(752,130.42)	5.4%
AUDIT					
01-402-000-450	Contracted Services	-	28,500.00	(28,500.00)	0.0%
		-	28,500.00	(28,500.00)	0.0%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	566.96	7,371.00	(6,804.04)	7.7%
01-403-000-150	Payroll Tax Expense	-	564.00	(564.00)	0.0%
01-403-000-200	Supplies	43.38	500.00	(456.62)	8.7%
01-403-000-215	Postage	-	2,000.00	(2,000.00)	0.0%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	150.00	3,000.00	(2,850.00)	5.0%
		760.34	14,035.00	(13,274.66)	5.4%

**Upper Uwchlan Township
General Fund**
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	-	9,500.00	(9,500.00)	0.0%
01-404-000-311	Non Reimbursable Legal	-	30,000.00	(30,000.00)	0.0%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		-	45,000.00	(45,000.00)	0.0%
COMPUTER					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	8,938.75	60,500.00	(51,561.25)	14.8%
01-407-000-222	Hardware	-	6,000.00	(6,000.00)	0.0%
01-407-000-240	Web Page	5,770.37	5,700.00	70.37	101.2%
01-407-000-450	Contracted Services	13,015.38	40,000.00	(26,984.62)	32.5%
		27,724.50	114,200.00	(86,475.50)	24.3%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	175.50	25,000.00	(24,824.50)	0.7%
01-408-000-310	Reimbursable Engineering	200.00	75,000.00	(74,800.00)	0.3%
01-408-000-311	Traffic Engineering	-	25,000.00	(25,000.00)	0.0%
01-408-000-313	Non Reimbursable Engineering	-	30,000.00	(30,000.00)	0.0%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	-	10,000.00	(10,000.00)	0.0%
01-408-000-368	MS4 Expenses	-	-	-	#DIV/0!
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	649.80	-	649.80	#DIV/0!
		1,025.30	169,500.00	(168,474.70)	0.6%
TOWNSHIP PROPERTIES					
<i>Public Works Building</i>					
01-409-001-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-409-001-231	Propane & heating - PW bldg	-	15,000.00	(15,000.00)	0.0%
01-409-001-250	Maint & Repair	-	14,000.00	(14,000.00)	0.0%
01-409-001-320	Telephone	400.90	4,000.00	(3,599.10)	10.0%
01-409-001-351	Insurance - property	3,100.32	12,401.00	(9,300.68)	25.0%
01-409-001-360	Utilities	170.00	12,000.00	(11,830.00)	1.4%
01-409-001-450	Contracted Services	289.89	5,000.00	(4,710.11)	5.8%
<i>Township Building</i>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	-	2,500.00	(2,500.00)	0.0%
01-409-003-320	Telephone	341.68	7,000.00	(6,658.32)	4.9%
01-409-003-351	Insurance Property	3,617.04	14,468.00	(10,850.96)	25.0%
01-409-003-360	Utilities	(655.65)	15,000.00	(15,655.65)	-4.4%
01-409-003-380	Rent	-	18,333.00	(18,333.00)	0.0%
01-409-003-385	Relocation Costs	-	-	-	#DIV/0!
01-409-003-450	Contracted Services	347.64	25,000.00	(24,652.36)	1.4%
<i>Milford Road</i>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	-	2,000.00	(2,000.00)	0.0%
01-409-004-250	Maintenance & Repairs	-	3,000.00	(3,000.00)	0.0%
01-409-004-320	Telephone	611.69	3,000.00	(2,388.31)	20.4%
01-409-004-351	Insurance - property	516.72	2,067.00	(1,550.28)	25.0%
01-409-004-360	Utilities	33.31	2,000.00	(1,966.69)	1.7%
01-409-004-450	Contracted Services	-	9,100.00	(9,100.00)	0.0%
01-409-005-200	Police relocated - supplies	-	-	-	#DIV/0!
		8,773.54	174,369.00	(165,595.46)	5.0%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020**

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
POLICE EXPENSES					
01-410-000-100	Police Wages	100,529.39	1,309,163.00	(1,208,633.61)	7.7%
01-410-000-150	Payroll Tax Expense	8,229.17	100,151.00	(91,921.83)	8.2%
01-410-000-151	PSATS Unemployment Compensation	-	1,040.00	(1,040.00)	0.0%
01-410-000-156	Employee Benefit Expense	26,544.86	333,668.00	(307,123.14)	8.0%
01-410-000-158	Medical Expense Reimbursements	305.34	10,000.00	(9,694.66)	3.1%
01-410-000-160	Pension Expense	-	251,733.00	(251,733.00)	0.0%
01-410-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-410-000-174	Tuition Reimbursement	-	12,000.00	(12,000.00)	0.0%
01-410-000-181	Longevity Pay	-	27,600.00	(27,600.00)	0.0%
01-410-000-182	Education Incentive	3,800.00	3,750.00	50.00	101.3%
01-410-000-183	Overtime Wages	7,242.34	49,000.00	(41,757.66)	14.8%
01-410-000-187	Courttime Wages	-	12,000.00	(12,000.00)	0.0%
01-410-000-191	Uniform/Boot Allowances	6,900.00	11,600.00	(4,700.00)	59.5%
01-410-000-200	Supplies	186.23	14,000.00	(13,813.77)	1.3%
01-410-000-215	Postage	55.00	750.00	(695.00)	7.3%
01-410-000-230	Gasoline & Oil	3,023.75	30,000.00	(26,976.25)	10.1%
01-410-000-235	Vehicle Maintenance	-	23,000.00	(23,000.00)	0.0%
01-410-000-238	Clothing/Uniforms	277.92	9,000.00	(8,722.08)	3.1%
01-410-000-250	Maintenance & Repairs	-	2,500.00	(2,500.00)	0.0%
01-410-000-260	Small Tools & Equipment	289.46	9,000.00	(8,710.54)	3.2%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	384.40	13,000.00	(12,615.60)	3.0%
01-410-000-317	Parking & travel	-	1,000.00	(1,000.00)	0.0%
01-410-000-320	Telephone	305.02	8,000.00	(7,694.98)	3.8%
01-410-000-322	Ipad Expense	-	600.00	(600.00)	0.0%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	47.67	12,000.00	(11,952.33)	0.4%
01-410-000-342	Police Accreditation	1,000.00	6,000.00	(5,000.00)	16.7%
01-410-000-352	Insurance - Liability	3,456.50	13,826.00	(10,369.50)	25.0%
01-410-000-353	Insurance - Vehicles	594.50	2,378.00	(1,783.50)	25.0%
01-410-000-354	Insurance - Workers Compensation	10,109.29	37,187.00	(27,077.71)	27.2%
01-410-000-420	Dues/Subscriptions/Memberships	13.77	1,000.00	(986.23)	1.4%
01-410-000-450	Contracted Services	-	25,350.00	(25,350.00)	0.0%
01-410-000-740	Computer/Furniture	-	3,000.00	(3,000.00)	0.0%
		173,294.61	2,346,296.00	(2,173,001.39)	7.4%
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	-	23,000.00	(23,000.00)	0.0%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	6,283.98	60,000.00	(53,716.02)	10.5%
01-411-001-001	Ludwigs	-	74,160.00	(74,160.00)	0.0%
01-411-001-002	Lionville	-	74,282.00	(74,282.00)	0.0%
01-411-001-003	Lionville Capital	150,000.00	-	150,000.00	#DIV/0!
01-411-001-004	Glenmoore	-	8,549.00	(8,549.00)	0.0%
01-411-001-005	E. Brandywine	6,804.00	13,608.00	(6,804.00)	50.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	-	95,000.00	(95,000.00)	0.0%
		163,087.98	351,099.00	(188,011.02)	46.5%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020**

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	-	27,038.00	(27,038.00)	0.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		-	27,038.00	(27,038.00)	0.0%
CODES ADMINISTRATION					
01-413-000-100	Code Adminstrator Wages	17,694.69	250,390.00	(232,695.31)	7.1%
01-413-000-150	Payroll Tax Expenses	1,347.44	19,155.00	(17,807.56)	7.0%
01-413-000-151	PSATS Unemployment Compensation	-	240.00	(240.00)	0.0%
01-413-000-156	Employee Benefit Expense	5,926.34	72,761.00	(66,834.66)	8.1%
01-413-000-160	Pension	-	21,985.00	(21,985.00)	0.0%
01-413-000-165	Employer 457 Match	-	3,000.00	(3,000.00)	0.0%
01-413-000-181	Longevity Pay	-	7,500.00	(7,500.00)	0.0%
01-413-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-413-000-230	Gasoline & Oil	146.69	3,800.00	(3,653.31)	3.9%
01-413-000-235	Vehicle Maintenance	-	1,500.00	(1,500.00)	0.0%
01-413-000-316	Training/Seminar	-	3,000.00	(3,000.00)	0.0%
01-413-000-317	Parking/Travel	-	1,000.00	(1,000.00)	0.0%
01-413-000-320	Telephone	-	2,000.00	(2,000.00)	0.0%
01-413-000-322	Ipad Expense	-	600.00	(600.00)	0.0%
01-413-000-352	Insurance - Liability	94.13	377.00	(282.87)	25.0%
01-413-000-353	Insurance - Vehicle	74.32	297.00	(222.68)	25.0%
01-413-000-354	Insurance - Workers Compensation	466.58	1,716.00	(1,249.42)	27.2%
01-413-000-420	Dues/Subscriptions/Memberships	85.00	5,000.00	(4,915.00)	1.7%
01-413-000-450	Contracted Services	-	30,000.00	(30,000.00)	0.0%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		25,835.19	426,321.00	(400,485.81)	6.1%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	-	1,500.00	(1,500.00)	0.0%
01-414-001-315	Legal Fees	-	3,000.00	(3,000.00)	0.0%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	-	20,000.00	(20,000.00)	0.0%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	-	500.00	(500.00)	0.0%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		-	28,500.00	(28,500.00)	0.0%
VILLAGE CONCEPT					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
ZONING					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	-	2,000.00	(2,000.00)	0.0%
01-414-003-315	Legal Fees	-	6,000.00	(6,000.00)	0.0%
01-414-003-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		-	9,800.00	(9,800.00)	0.0%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020**

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	-	1,200.00	(1,200.00)	0.0%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	-	1,200.00	(1,200.00)	0.0%
01-415-000-330	Other Services/Charges	-	500.00	(500.00)	0.0%
01-415-000-420	Dues/subscriptions/memberships	120.00	50.00	70.00	240.0%
01-415-000-450	Contracted Services	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		120.00	7,850.00	(7,730.00)	1.5%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	-	4,371.00	(4,371.00)	0.0%
01-422-000-601	Contributions - DARC	23,037.00	23,037.00	-	100.0%
01-422-000-603	Downington Senior Center	-	2,000.00	(2,000.00)	0.0%
		23,037.00	29,408.00	(6,371.00)	78.3%
SIGNS					
01-433-000-200	Supplies	280.00	5,000.00	(4,720.00)	5.6%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		280.00	6,000.00	(5,720.00)	4.7%
SIGNALS					
01-434-000-450	Contracted Services	217.14	35,000.00	(34,782.86)	0.6%
		217.14	35,000.00	(34,782.86)	0.6%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	29,258.33	405,395.00	(376,136.67)	7.2%
01-438-000-150	Payroll Tax Expense	2,329.36	31,013.00	(28,683.64)	7.5%
01-438-000-151	PSATS Unemployment Compensation	3.34	560.00	(556.66)	0.6%
01-438-000-156	Employee Benefit Expense	10,999.44	143,928.00	(132,928.56)	7.6%
01-438-000-160	Pension	-	32,196.00	(32,196.00)	0.0%
01-438-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-438-000-181	Longevity	-	6,750.00	(6,750.00)	0.0%
01-438-000-183	Overtime Wages	1,352.77	24,000.00	(22,647.23)	5.6%
01-438-000-200	Supplies	2,106.43	51,300.00	(49,193.57)	4.1%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	488.25	34,200.00	(33,711.75)	1.4%
01-438-000-235	Vehicle Maintenance	71.08	17,050.00	(16,978.92)	0.4%
01-438-000-238	Uniforms	125.00	3,050.00	(2,925.00)	4.1%
01-438-000-245	Highway Supplies	171.75	10,100.00	(9,928.25)	1.7%
01-438-000-260	Small Tools & Equipment	-	12,800.00	(12,800.00)	0.0%
01-438-000-316	Training/Seminar	18.98	5,000.00	(4,981.02)	0.4%
01-438-000-317	Parking & travel	-	800.00	(800.00)	0.0%
01-438-000-320	Telephone	-	3,000.00	(3,000.00)	0.0%
01-438-000-322	Ipad Expense	-	1,200.00	(1,200.00)	0.0%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	416.20	1,665.00	(1,248.80)	25.0%
01-438-000-353	Vehicle Insurance	297.28	1,189.00	(891.72)	25.0%
01-438-000-354	Insurance - Workers Compensation	2,488.44	8,916.00	(6,427.56)	27.9%
01-438-000-360	Heating Oil	-	-	-	#DIV/0!
01-438-000-420	Dues and Subscriptions	719.99	400.00	319.99	180.0%
01-438-000-450	Contracted Services	74.19	52,230.00	(52,155.81)	0.1%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020**

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	50,920.83	858,242.00	(807,321.17)	5.9%
<u>Public Works - Facilities Division</u>					
01-438-001-100	Wages	7,307.64	218,918.00	(211,610.36)	3.3%
01-438-001-101	Employee Costs Allocated	-	(207,336.00)	207,336.00	0.0%
01-438-001-150	Payroll Tax Expense	577.51	16,747.00	(16,169.49)	3.4%
01-438-001-151	PSATS Unemployment Compensation	-	560.00	(560.00)	0.0%
01-438-001-156	Employee Benefit Expense	2,895.90	67,702.00	(64,806.10)	4.3%
01-438-001-160	Pension Expense	-	11,517.00	(11,517.00)	0.0%
01-438-001-165	Employer 457 Match	-	3,000.00	(3,000.00)	0.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	-	1,950.00	(1,950.00)	0.0%
01-438-001-183	Overtime Wages	288.77	8,000.00	(7,711.23)	3.6%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	712.32	12,000.00	(11,287.68)	5.9%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	-	1,200.00	(1,200.00)	0.0%
01-438-001-316	Training & Seminars	-	1,600.00	(1,600.00)	0.0%
01-438-001-352	Insurance - Liability	416.20	1,665.00	(1,248.80)	25.0%
01-438-001-353	Insurance - Vehicles	297.27	1,189.00	(891.73)	25.0%
01-438-001-354	Insurance - Workers Compensation	1,244.22	4,815.00	(3,570.78)	25.8%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		13,739.83	150,027.00	(136,287.17)	9.2%
PARK & RECREATION					
<i>Parks - General</i>					
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	-	207,336.00	(207,336.00)	0.0%
01-454-001-200	Supplies	481.62	15,000.00	(14,518.38)	3.2%
01-454-001-201	Park & Rec Special Events	-	6,000.00	(6,000.00)	0.0%
01-454-001-202	Community Day	-	28,000.00	(28,000.00)	0.0%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	-	6,000.00	(6,000.00)	0.0%
01-454-001-250	Maintenance & Repairs	-	500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	-	2,700.00	(2,700.00)	0.0%
01-454-001-316	Training/Seminars	-	1,000.00	(1,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	777.64	2,861.00	(2,083.36)	27.2%
01-454-001-420	Dues/Subscriptions/Memberships	-	300.00	(300.00)	0.0%
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	-	500.00	(500.00)	0.0%
		1,259.26	276,197.00	(274,937.74)	0.5%
HICKORY PARK					
01-454-002-200	Supplies-Hickory	150.96	3,000.00	(2,849.04)	5.0%
01-454-002-231	Propane	-	2,000.00	(2,000.00)	0.0%
01-454-002-250	Maintenance & Repairs	-	8,000.00	(8,000.00)	0.0%
01-454-002-351	Insurance-Property	1,033.44	4,134.00	(3,100.56)	25.0%
01-454-002-360	Utilities	176.73	5,000.00	(4,823.27)	3.5%
01-454-002-450	Contracted Services	-	20,000.00	(20,000.00)	0.0%
		1,361.13	42,134.00	(40,772.87)	3.2%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020**

50

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
FELLOWSHIP FIELDS					
01-454-003-200	Supplies		3,000.00	(3,000.00)	0.0%
01-454-003-250	Maintenance & Repairs	165.38	10,000.00	(9,834.62)	1.7%
01-454-003-312	Engineering Fees		-	-	#DIV/0!
01-454-003-320	Telephone	124.99	2,500.00	(2,375.01)	5.0%
01-454-003-351	Insurance Property	1,033.44	4,134.00	(3,100.56)	25.0%
01-454-003-360	Utilities	664.12	12,000.00	(11,335.88)	5.5%
01-454-003-450	Contracted Services	-	16,000.00	(16,000.00)	0.0%
		1,987.93	47,634.00	(45,646.07)	4.2%
LARKINS FIELD					
01-454-004-200	Supplies-Larkins		1,000.00	(1,000.00)	0.0%
01-454-004-250	Maintenance & Repair		1,000.00	(1,000.00)	0.0%
01-454-004-312	Engineering Fee-Larkins		-	-	#DIV/0!
01-454-004-450	Contracted Services		3,000.00	(3,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
UPLAND FARMS					
01-454-005-200	Supplies	91.49	5,000.00	(4,908.51)	1.8%
01-454-005-231	Propane & Heating Oil	358.67	4,500.00	(4,141.33)	8.0%
01-454-005-250	Repairs & Maintenance		50,000.00	(50,000.00)	0.0%
01-454-005-351	Insurance - Building	1,033.44	4,134.00	(3,100.56)	25.0%
01-454-005-360	Utilities	151.29	4,000.00	(3,848.71)	3.8%
01-454-005-450	Contracted Services	390.95	5,000.00	(4,609.05)	7.8%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		2,025.84	72,634.00	(70,608.16)	2.8%
Total Parks and Recreation		6,634.16	443,599.00	(436,964.84)	1.5%
LIBRARY					
01-456-000-530	Contributions		5,000.00	(5,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
HISTORICAL COMMISSIONS					
01-459-000-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	85.00	2,316.00	(2,231.00)	3.7%
		85.00	4,316.00	(4,231.00)	2.0%
Total Expenditures Before Operating Transfers		547,292.45	6,143,110.00	(5,595,817.55)	8.9%
Excess of Revenues over Expenses Before Operating Transfers		(317,977.42)	834,164.00	(1,152,141.42)	-38.1%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020

51

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
OPERATING TRANSFERS					
01-492-000-030	Transfer to Capital Projects Fund		518,000.00	(518,000.00)	0.0%
01-492-000-031	Transfer to Solid Waste Fund	-	-	-	#DIV/0!
01-492-000-033	Transfer to Developer's Escrow Fund	-	-	-	#DIV/0!
01-492-000-034	Transfer to Act 209 Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Municipal Authority	-	-	-	#DIV/0!
01-492-000-036	Transfer to Water Resource Protection Fund		300,000.00	(300,000.00)	0.0%
			818,000.00	(818,000.00)	0.0%
Total Expenditures after Operating Transfers		547,292.45	6,961,110.00	(6,413,817.55)	7.9%
<hr/>					
EXCESS OF REVENUES OVER EXPENSES		(317,977.42)	16,164.00	(334,141.42)	-1967.2%

**Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of January 31, 2020**

52

ASSETS

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 686,695.04
	Total Cash	<u>686,695.04</u>
Other Current Assets		
04-130-000-001	Due from General Fund	-
04-130-000-002	Due from Capital Fund	649.24
	Other Assets	<u>-</u>
	Total Other Current Assets	<u>649.24</u>
	Total Assets	\$ 687,344.28

LIABILITIES AND FUND BALANCE

Accounts Payable		
04-200-000-000	Accounts Payable	-
04-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
04-230-000-010	Other Liabilities	-
	Due To General Fund	-
	Due To Capital Fund	<u>-</u>
	Total Other Current Liabilities	<u>-</u>
	Total Liabilities	-
Equity		
04-272-000-001	Opening Balance Equity	192,790.66
04-272-000-002	Retained Earnings	493,170.07
04-272-000-003	Transfer from Other Funds	-
	Unrestricted Net Assets	-
	Current Period Net Income (Loss)	<u>1,383.55</u>
	Total Equity	<u>687,344.28</u>
	Total Fund Balance	\$ 687,344.28
	Total Liabilities & Fund Balance	\$ 687,344.28

Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2020

53

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 734.31	\$ 14,000.00	(13,265.69)	5%
04-355-000-002	Motor Fuel Vehicle Taxes		393,958.00	(393,958.00)	0%
04-389-000-001	Winter Snow Agreement	649.24	600.00	49.24	108%
04-389-000-002	Turnback Maintenance		14,760.00	(14,760.00)	0%
	Total Revenues	\$ 1,383.55	\$ 423,318.00	\$ (421,934.45)	113%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies		75,000.00	(75,000.00)	0%
04-432-000-250	Vehicle Maintenance & Repair	-	4,000.00	(4,000.00)	0%
04-432-000-450	Snow & Ice Contracted Services		-	-	#DIV/0!
	Total Snow	-	79,000.00	(79,000.00)	#DIV/0!
Road Projects					
04-438-000-239	Road Project Supplies		28,810.00	(28,810.00)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	-	28,810.00	(28,810.00)	#DIV/0!
Highway Construction					
04-439-001-250	Resurfacing		513,444.00	(513,444.00)	0%
04-439-002-250	Base Repairs - Pa. Drive	-	-	-	#DIV/0!
	Total Highway Construction	-	513,444.00	(513,444.00)	#DIV/0!
	Total Expenditures	\$ -	\$ 621,254.00	\$ (621,254.00)	0%
	Excess of Revenues over Expenditures	\$ 1,383.55	\$ (197,936.00)	\$ 199,319.55	-1%

Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of January 31, 2020

54

ASSETS

Cash		
05-100-000-010	Meridian Bank	\$ 183,013.11
05-100-000-030	Cash - Fulton Bank	<u>396,205.67</u>
	Total Cash	579,218.78
Accounts Receivable		
05-130-000-045	WIPP Receivable from MA	13,484.10
05-145-000-010	Solid Waste Receivable	164,943.50
05-145-000-095	Misc. Receivable	<u>-</u>
		178,427.60
Other Current Assets		
05-130-000-010	Due from General Fund	-
05-130-000-020	Due from Capital Fund	-
05-130-000-050	Due from Municipal Authority	-
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	<u>-</u>
	Total Other Current Assets	-
Total Assets		\$ 757,646.38

LIABILITIES AND FUND BALANCE

Accounts Payable		
05-200-000-020	Accounts Payable	33,925.26
05-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	33,925.26
Other Current Liabilities		
05-239-000-010	Due To General Fund	-
05-239-000-020	Due To Capital Fund	-
05-239-000-030	Due to Liquid Fuels Fund	-
05-239-000-040	Due to Act 209 Fund	-
05-239-000-050	Due to Municipal Authority	-
05-252-000-010	Deferred Revenues	<u>142,422.59</u>
	Total Other Current Liabilities	142,422.59
Total Liabilities		176,347.85

Equity		
05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(361,943.64)
	Current Period Net Income (Loss)	<u>(41,361.81)</u>
	Total Equity	581,298.53

Total Fund Balance		\$ 581,298.53
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Total Liabilities & Fund Balance		\$ 757,646.38
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**Upper Uwchlan Township
Solid Waste Fund**
Statement of Revenues and Expenditures
For the Period Ending January 31, 2020

55

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 849.41	\$ 10,000.00	(9,150.59)	8%
05-364-000-010	Solid Waste Income	18,485.80	1,058,444.00	(1,039,958.20)	2%
05-364-000-015	Resident Refunds	-	-	-	#DIV/0!
05-364-000-020	Recycling Income	-	-	-	#DIV/0!
05-364-000-025	Hazardous Waste Event	-	2,000.00	(2,000.00)	0%
05-364-000-030	Leaf Bags Sold	-	500.00	(500.00)	0%
05-364-000-035	Scrap Metal Sold	-	500.00	(500.00)	0%
	Equipment Purchase Grant (Pa.)	-	-	-	#DIV/0!
05-364-000-040	Performance Grant	-	25,000.00	(25,000.00)	0%
05-380-000-000	Misc Income	-	-	-	#DIV/0!
Total Revenues		\$ 19,335.21	\$ 1,096,444.00	\$ (1,077,108.79)	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-150	Bank Fees	-	200.00	(200.00)	0%
05-427-000-200	Supplies	-	2,000.00	(2,000.00)	0%
05-427-000-210	Print and Mail Services	-	2,000.00	(2,000.00)	0%
05-427-000-220	Postage	1,657.00	2,500.00	(843.00)	66%
05-427-000-230	Toters	(100.00)	42,628.00	(42,728.00)	0%
05-427-000-314	Legal Fees	45.00	9,000.00	(8,955.00)	1%
05-427-000-316	Training & Seminars	-	500.00	(500.00)	0%
05-427-000-420	Dues/Subscriptions/Memberships	-	125.00	(125.00)	0%
05-427-000-450	Contracted Services - Solid Waste	33,925.26	416,953.00	(383,027.74)	8%
05-427-000-460	Contracted Services - Recycling	15,148.32	178,890.00	(163,741.68)	8%
05-427-000-700	Tipping Fees	10,021.44	202,000.00	(191,978.56)	5%
05-427-000-725	Tipping Fees - Recycling	-	49,000.00	(49,000.00)	0%
05-427-000-800	Recycling Disposal	-	9,000.00	(9,000.00)	0%
	Total Operations	60,697.02	914,796.00	(854,098.98)	88%
Operating Transfers					
05-492-000-030	Transfer to Capital Fund	-	150,000.00	(150,000.00)	0%
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	150,000.00	(150,000.00)	#DIV/0!
Total Expenditures		\$ 60,697.02	\$ 1,064,796.00	\$ (1,004,098.98)	6%
Excess of Revenues over Expenditures					
		\$ (41,361.81)	\$ 31,648.00	\$ (73,009.81)	-131%

**Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of January 31, 2020**

56

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	<u>69,166.82</u>
	Total Cash	<u>69,166.82</u>
Other Current Assets		
08-130-000-010	Due from General Fund	-
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	<u>-</u>
	Total Other Current Assets	<u>-</u>
	Total Assets	\$ 69,166.82

LIABILITIES AND FUND BALANCE

Accounts Payable		
08-200-000-000	Accounts Payable	-
08-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
08-230-000-010	Due To General Fund	-
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	<u>-</u>
	Total Other Current Liabilities	<u>-</u>

Total Liabilities

Equity		
08-272-000-100	Unrestricted Net Assets	69,453.30
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	<u>(286.48)</u>
	Total Equity	<u>69,166.82</u>

Total Fund Balance

Total Liabilities & Fund Balance	\$ 69,166.82
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**Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2020**

57

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 73.52	\$ 600.00	(526.48)	12%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	-	282,432.00	(282,432.00)	0%
08-361-000-100	Water Resource Protection Fees	-	-	-	#DIV/0!
08-392-000-010	Transfer from the General Fund	-	300,000.00	(300,000.00)	0%
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
	Miscellaneous Revenue			-	#DIV/0!
				-	#DIV/0!
Total Revenues		\$ 73.52	\$ 583,032.00	\$ (582,958.48)	#DIV/0!
EXPENDITURES					
Operations					
08-404-000-311	Legal Fees	-	10,000.00	(10,000.00)	0%
08-406-000-010	Grant Application Fees	-	5,000.00	(5,000.00)	0%
08-406-000-340	Public Relations	-	22,000.00	-	
08-408-000-010	Engineering	-	5,000.00	(5,000.00)	0%
08-408-000-020	Feasibility Studies	-	140,022.00	(140,022.00)	0%
08-420-000-035	Permits	360.00	-	360.00	#DIV/0!
08-420-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	-	25,307.00	(25,307.00)	0%
08-446-000-230	Gasoline & Oil	-	1,600.00	(1,600.00)	0%
08-446-000-235	Vehicle maintenance	-	3,990.00	(3,990.00)	0%
08-446-000-250	Maintenance & Repair	-	2,000.00	(2,000.00)	0%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	-	60,000.00	(60,000.00)	0%
08-446-000-600	Construction	-	282,432.00	(282,432.00)	0%
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Basin Neutralization	-	-	-	#DIV/0!
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
	Total Operations	360.00	560,351.00	(537,991.00)	#DIV/0!
Operating Transfers					
Transfer to General Fund					
Total Operating Transfers					
Total Expenditures		\$ 360.00	\$ 560,351.00	\$ (537,991.00)	0%
Excess of Revenues over Expenditures					
\$ (286.48) \$ 22,681.00 \$ (44,967.48) -1%					

Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of January 31, 2020

58

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 756,060.56
	Total Cash	756,060.56
Other Current Assets		
09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	-
Total Assets	\$	756,060.56

LIABILITIES AND FUND BALANCE

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	-
	Total Accounts Payable	-
Other Current Liabilities		
09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	-
	Total Other Current Liabilities	-
Total Liabilities	\$	-
Equity		
09-272-000-001	Opening Balance Equity	299,600.19
09-272-000-002	Permanently Restricted Net Assets	-
09-272-000-003	Retained Earnings	137,276.95
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	250,730.12
	Current Period Net Income (Loss)	68,453.30
	Total Equity	756,060.56
Total Fund Balance	\$	756,060.56
Total Liabilities & Fund Balance	\$	756,060.56

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020

59

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 767.30	\$ 12,000.00	\$ (11,232.70)	6.4%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	67,686.00	478,470.00	(410,784.00)	14%
09-379-000-020	Transportation Impact Fees - Reserve	-	-	-	#DIV/0!
09-380-000-000	Misc Revenue	-	-	-	#DIV/0!
09-395-000-100	Transfer from General Fund	-	-	-	#DIV/0!
09-395-000-200	Transfer from Capital Fund	-	-	-	#DIV/0!
Total Revenue		68,453.30	490,470.00	(422,016.70)	#DIV/0!
09-489-000-000	Arle Grant - Act 209	-	-	-	#DIV/0!
09-489-000-010	Engineering Fees	-	-	-	#DIV/0!
09-489-000-020	Construction	-	-	-	#DIV/0!
09-489-000-045	Contracted Services	-	-	-	#DIV/0!
09-489-000-600	Capital Construction	-	-	-	#DIV/0!
Total Expenditures		-	-	-	#DIV/0!
Excess of Revenues over Expenditures		\$ 68,453.30	\$ 490,470.00	\$ (422,016.70)	#DIV/0!

**Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of January 31, 2020**

ASSETS

60

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 106,619.50
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>106,703.09</u>
Other Current Assets		
15-130-000-001	Due from General Fund	-
15-130-000-002	Due from Municipal Authority	-
15-136-000-100	Interest Receivable	-
	Other Assets	<u>-</u>
	Total Other Current Assets	<u>-</u>
Long-Term Assets		
15-130-000-005	Due fr0m Municipal Authority - 2019 Bonds	5,205,556.07
15-161-000-100	Sewer Easements	-
15-163-000-100	Capital Assets - Plant	26,102,105.41
15-163-000-500	Accumulated Depreciation	(3,459,305.89)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
15-157-000-110	OID Amortization - Series of 2019	<u>(829.37)</u>
		<u>27,864,113.57</u>
	Total Assets	\$ 27,970,816.66

LIABILITIES AND FUND BALANCE

Current Liabilities		
15-200-000-000	Accounts Payable	-
15-230-000-001	Due To General Fund	-
15-230-000-002	Due to Municipal Authority	-
15-258-000-000	Accrued Expenses	-
15-258-000-100	Interest Payable on Bonds - 2014	-
15-258-000-105	Interest Payable on Bonds - 2019	34,582.30
15-258-000-110	Interest Payable on Bonds - Series A of 2019	<u>21,716.66</u>
	Total Accounts Payable	<u>56,298.96</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	-
15-261-000-105	General Obligation Bonds- Series of 2019	5,275,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	5,080,000.00
15-261-000-200	Premium on Bonds - Series of 2014	-
15-261-000-210	Premium on Bonds - Series A of 2019	132,902.90
15-261-000-250	Accrued Amortization on Bond Premium - 2014	-
15-261-000-260	Accrued Amortiz on Bond Premium - Series of 2019	<u>(4,983.86)</u>
		<u>10,482,919.04</u>
	Total Liabilities	10,539,218.00

Equity		
15-272-000-100	Unrestricted Net Assets	17,460,035.76
	Current Period Net Income (Loss)	<u>(28,437.10)</u>
	Total Equity	<u>17,431,598.66</u>
	Total Fund Balance	\$ 17,431,598.66
	Total Liabilities & Fund Balance	\$ 27,970,816.66

**Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2020**

61

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 212.38	\$ 3,000.00	(2,787.62)	7%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	-	237,494.00	(237,494.00)	0%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	-	335,300.00	(335,300.00)	0%
Total Revenues		\$ 212.38	\$ 575,794.00	\$ (575,581.62)	#DIV/0!
EXPENDITURES					
General					
15-400-000-461	Bank Fees	500.00	200.00	300.00	250%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		500.00	1,200.00	(700.00)	2.50
Bond expenses					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	17,291.15	207,494.00	(190,202.85)	8%
15-472-000-110	Bond Interest Expense - Series A of 2019	10,858.33	130,300.00	(119,441.67)	8%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	-	(5,114.00)	5,114.00	0%
15-472-000-305	Bond Amortization Expense - 2019 Bonds	-	829.00	(829.00)	0%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	-	(6,645.00)	6,645.00	0%
	Total Debt Expenses	28,149.48	326,864.00	(304,530.52)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 28,149.48	\$ 328,064.00	\$ (305,230.52)	9%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
Total Expenditures and Transfers		28,149.48	328,064.00	(305,230.52)	#DIV/0!
Excess of Revenues over Expenditures		\$ (28,437.10)	\$ 247,730.00	\$ (270,351.10)	-11%

**Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of January 31, 2020**

62

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	(36,074.09)
30-100-000-020	PSDLAF		5,092.52
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		-
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		2,853,992.39
	Total Cash		2,823,010.82
Accounts Receivable			
30-130-000-001	Due from General Fund		-
30-130-000-002	Due From Municipal Authority		-
30-130-000-003	Due from Escrow Fund		-
30-130-000-004	Due from Solid Waste Fund		-
30-130-000-005	Due From Liquid Fuels Fund		-
30-130-000-006	Due from Act 209 Fund		-
30-130-000-007	Due from Water Resource Protection Fund		-
	Total Accounts Receivable		-
Other Current Asset			
30-155-000-000	Prepaid Expenses		27,863.33
30-191-000-000	Other Assets		-
	Total Other Current Asset		27,863.33
	Total Assets	\$	2,850,874.15

LIABILITIES AND FUND BALANCE

Accounts Payable			
30-200-000-000	Accounts Payable		-
30-258-000-000	Accrued Expenses		13,113.23
30-258-000-100	Interest Payable - 2019 Bonds		33,062.50
30-261-000-100	General Obligation Bonds - Series of 2019		5,335,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019		247,103.30
30-261-000-160	Accrued Amortization - Series of 2019		(6,177.58)
	Total Accounts Payable		5,622,101.45
Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		-
Other Current Liabilities			
30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		649.24
30-230-000-002	Due to Act 209		-
30-230-000-003	Due to Solid Waste Fund		-
30-230-000-004	Due to Municipal Authority		-
30-230-000-005	Due To Escrow Fund		-
	Total Other Current Liabilities		649.24
	Total Liabilities	\$	5,622,750.69

Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		(3,661,217.58)
	Current Period Net Income (Loss)		(59,057.35)
	Total Equity		(2,771,876.54)
	Total Fund Balance	\$	(2,771,876.54)
	Total Liabilities & Fund Balance	\$	2,850,874.15

**Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending January 31, 2020**

63

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 4,433.01	\$ 20,000.00	(15,566.99)	22%
30-354-000-010	Grant Revenue - County		-	-	#DIV/0!
30-354-000-020	Grant Revenue - State	13,014.39	-	13,014.39	#DIV/0!
30-354-000-030	Grant Revenue - Federal		-	-	#DIV/0!
30-354-000-040	Grant Revenue - Other		5,800.00	(5,800.00)	0%
30-391-000-100	Sale of Fixed Assets		5,000.00	(5,000.00)	0%
30-392-000-001	Transfer from General Fund		518,000.00	(518,000.00)	0%
30-392-000-005	Transfer from Solid Waste Fund	-	150,000.00	(150,000.00)	0%
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	-	-	-	#DIV/0!
30-393-000-400	Other financing sources			-	#DIV/0!
		17,447.40	698,800.00	(681,352.60)	2%
Total Revenues					
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General	-	-	-	#DIV/0!
30-409-001-700	Capital Purchases-Executive	-	-	-	#DIV/0!
30-409-002-600	Capital Construction - Township Bldg		155,651.00	(155,651.00)	0%
30-409-002-610	Township Bldg Expansion 2018-2020	59,973.50	2,162,441.00	(2,102,467.50)	3%
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	-	34,500.00	(34,500.00)	0%
30-409-003-700	Capital Purchases - PW Bldg	-	-	-	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.			-	#DIV/0!
	Total Township	59,973.50	2,352,592.00	(2,292,618.50)	3%
Police					
30-410-000-700	Capital Purchases- Police		51,100.00	(51,100.00)	0%
	Future Purchase	-	-	-	#DIV/0!
		-	51,100.00	(51,100.00)	0%
Codes					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Emergency Management					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Public Works					
30-438-000-700	Capital Purchases-Vehicles	-	-	-	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	-	271,952.00	(271,952.00)	0%
	Total Public Works	-	271,952.00	(271,952.00)	#DIV/0!
Roads					
30-502-434-700	Traffic Signals	-	58,514.00	(58,514.00)	0%
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	8,585.00	(8,585.00)	0%
		-	67,099.00	(67,099.00)	0%

**Upper Uwchlan Township
Capital Projects Fund**
Statement of Revenues and Expenditures
For the Period Ending January 31, 2020

64

	Parks				
	<i>All Parks</i>				
30-454-000-700	Capital Purchases - All Parks	-	-	-	#DIV/0!
	<i>Hickory Park</i>				
30-454-001-600	Capital Construction - Hickory	-	158,358.00	(158,358.00)	0%
30-454-001-700	Capital Purchases - Hickory	-	-	-	#DIV/0!
	<i>Fellowship Fields</i>				
30-454-002-600	Capital Construction - Fellowship	-	10,000.00	(10,000.00)	0%
30-454-002-700	Capital Purchases - Fellowship	-	-	-	#DIV/0!
	<i>Larkins Field</i>				
30-454-003-600	Capital Construction - Larkins	-	-	-	#DIV/0!
30-454-003-700	Capital Purchases - Larkins	-	-	-	#DIV/0!
	<i>Upland Farms</i>				
30-454-004-600	Capital Construction - Upland	-	753,000.00	(753,000.00)	0%
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland	-	-	-	#DIV/0!
	<i>Village of Eagle Pocket Park</i>				
30-506-000-100	Design	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	-	921,358.00	(921,358.00)	0%

	Trails				
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	-	3,850.00	(3,850.00)	0%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	-	3,850.00	(3,850.00)	0%

	Debt Service				
30-472-000-100	Interest Expense - Series of 2019	16,531.25	204,675.00	(188,143.75)	8%
30-472-000-200	Cost of Issuance - Series of 2019	-	-	-	#DIV/0!
30-472-000-300	Bond Amortization Expense - Series of 2019	-	(12,355.00)	12,355.00	0%
30-500-471-003	Capital Lease - Principal	-	52,489.00	(52,489.00)	0%
30-500-472-003	Capital Lease - Interest	-	5,780.00	(5,780.00)	0%
	Total Debt Service	16,531.25	250,589.00	(234,057.75)	7%

	Village Concept				
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
		-	-	-	#DIV/0!

	Total Expenditures before Operating Transfers	\$ 76,504.75	\$ 3,918,540.00	\$ (3,842,035.25)	2%
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	Operating Transfers				
30-505-000-010	Transfers to the General Fund	-	-	-	#DIV/0!
30-505-000-020	Transfers to the Solid Waste Fund	-	-	-	#DIV/0!
30-505-000-030	Transfers to the Act 209 Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!

	Excess of Revenues over Expenditures and Operating Transfers	\$ (59,057.35)	\$ (3,219,740.00)	\$ 3,160,682.65	1.83%
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**Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of January 31, 2020**

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 219,480.06
	Total Cash	<u>219,480.06</u>
Other Current Assets		
40-130-000-010	Due from General Fund	2,261.58
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	<u>2,261.58</u>
	Total Assets	\$ 221,741.64

LIABILITIES AND FUND BALANCE

Accounts Payable		
40-200-000-000	Accounts Payable	-
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
40-230-000-010	Due To General Fund	-
40-230-000-020	Due to Solid Waste Fund	-
40-230-000-030	Due to Municipal Authority	-
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	4,587.13
40-248-000-004	Columbia Gas Transmission LLC	8,117.41
40-248-000-005	Chester County - Radio Tower	344.11
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,770.28
40-248-000-009	Open Community Corp.	(17,699.66)
40-248-000-010	Sunoco Reed Road	4,139.85
40-248-000-011	McHugh	10.17
40-248-000-012	Marsh Lea	1,024.72
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	775.74
40-248-000-015	McKee Fettlers	(40,771.09)
40-248-000-017	Vantage Point Retirement	3,464.73
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	5,944.91
40-248-000-020	Milford Rd. Associates	0.90
40-248-000-021	Townes at Chester Springs	4,675.19
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,701.79
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	13,130.87
40-248-000-026	Lot 1B Maintenance Area	5,300.81
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	(3,962.94)
40-248-000-030	Profound Technologies	1,849.75
40-248-000-031	Windsor Baptist Church	4,096.85
40-248-000-032	Eagle Village Parking Expansion	1.07
40-248-000-033	Chester Springs Crossing	(5,703.92)
40-248-000-034	Starbucks @ Eaglepoint Village	5,037.05
40-248-000-035	The Preserve at Marsh Creek SD	20,531.04
40-248-001-032	Gunner Parking Exp Construction	1,409.36
40-248-001-035	The Preserve at Marsh Creek Sewer	188,900.34
40-248-000-500	Gunner Properties Performance	-
	Total Other Current Liabilities	221,804.64
40-258-000-000	Accrued Expenses	-
	Total Liabilities	\$ 221,804.64

Equity		
40-279-000-000	Opening Balance Equity	(63.00)
	Current Period Net Income (Loss)	-
	Total Equity	(63.00)
	Total Fund Balance	\$ (63.00)
	Total Liabilities & Fund Balance	\$ 221,741.64

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended January 31, 2020

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 222.19	\$ -	\$ 222.19	-
40-341-000-010	Interest Income - allocated to Developers	(222.19)	-	(222.19)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
Total Revenue		-	-	-	-
40-400-000-461	Bank Fees	63.00	-	63.00	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Expenditures		63.00	-	63.00	-
Excess of Revenues over Expenditures		\$ (63.00)	\$ -	\$ (63.00)	-

Recycling Day

Anything with a Plug™

67



March 28, 2020

Upper Uwchlan Township

132 Oscar Way

9:00 a.m. - 12:00 p.m.

UPPER UWCHLAN TOWNSHIP

is proud to offer township residents the opportunity to responsibly recycle obsolete electronics on Saturday, March 28, 2020.

This service is available to all Upper Uwchlan township residents.

Electronics will be recycled by eForce Compliance, Philadelphia's first Certified Responsible Recycler.

We will accept all electronic devices with a plug, NO SMOKE DETECTORS, LARGE APPLIANCES or PROJECTION TVs will be accepted.

Coupon of equal or greater value provided for all TVs or monitors charged.



ACCEPTED ITEMS INCLUDE:

Laptops	Computers
Peripherals	Mice
Typewriters	Small Appliances
Telephones	Fax Machines
Cameras	Keyboards
Cell Phones	Printers
Calculators	

**\$30 fee per TV
or computer monitor
\$100 per wooden console TV**

**All Data Media Will Be
Destroyed or Wiped!**



Taking part helps your community

- The United States Census is a national survey conducted every 10 years by the U.S. Census Bureau to count the population.
- The census counts people. You must respond to the census regardless of your immigration status.
- Census data is used to distribute more than \$900B to fund public services, including education, health care and public spaces.
- Your community benefits the most when the census counts everyone. Federal funds, grants, and support to communities are based on population totals and breakdowns by sex, age, and race, among other factors.
- The data is also used for research and to analyze and predict trends. This has a direct influence where businesses decide to open, impacting the local economy and job creation.

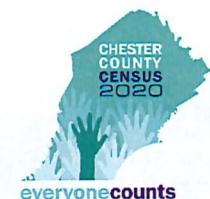


Everyone counts.

Learn more at
[2020Census.gov](https://2020census.gov) and
chesco.org/planning/cccc

This guide was distributed by the Chester County Commissioners' Census 2020 Complete Count Committee.

Contact the Chester County Planning Commission at
chescocensus@chesco.org or 610-344-6285.



United States
Census
2020



The U.S. Census arrives in April 2020

What you need to know



United States
Census
2020



How **EVERYONE** gets COUNTED

- Babies and children under 5 years old must be counted.
- You have to count children who live and sleep at your home most of the time.
- Include your newborn baby in your census form, even if he or she is still in the hospital on April 1.
- College students will be counted at their dorm address.
- Anyone in a detention facility on April 1, 2020 will be counted at the facility where they are incarcerated.
- People experiencing homelessness will be counted at places where they receive services, such as shelters and meal centers. They can be counted at transitory locations (hotels, motels, campgrounds) using a paper form.
- Group quarters counting will begin in February 2020.

Filling out the census is QUICK and EASY

- **Census Day is April 1, 2020.** This is a reference date for responses to the census.
- By April 1, 2020, households will receive an invitation via U.S. mail to participate in the census. People can respond via the internet, phone, paper form, or in person.
- You can respond to the census online or by phone in 12 non-English languages: Spanish, Chinese, Korean, Vietnamese, Russian, Arabic, Tagalog, Polish, French, Haitian Creole, Portuguese, and Japanese.
- The 2020 Census will have only nine questions. A question related to citizenship status WILL NOT BE ADDED to the 2020 Census.
- If you do not answer all the questions, your form can still be submitted. However, an enumerator may come to your house to collect the missing information.

Responses to the census are **SAFE AND CONFIDENTIAL**

- Your information is protected by the United States Constitution.
- Census responses cannot be used against any person by any government agency or court.
- Census Bureau workers take a lifetime oath of non-disclosure that protects your answers.
- The U.S. Census Bureau will never ask for your Social Security number, money, donations, or bank and credit card numbers.
- The U.S. Census Bureau will never send an invitation to complete the census via email.
- The U.S. Census Bureau workers will have badges and briefcases indicating their affiliation with the Census Bureau.
- A U.S. Census Bureau will never ask you to step out of your home.



WE CAN BE CENSUS TAKERS

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- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
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For more information or help applying, please call
1-855-JOB-2020

Federal Relay Service:
1-800-877-8339 TTY/ASCII
www.gsa.gov/federal relay

The U.S. Census Bureau is an Equal Opportunity Employer.

United States
Census
2020





ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: February 14, 2020

To: Shanna Lodge – Acting Township Manager
Board of Supervisors

From: David Leh, P.E.

The following is an overview of engineering activities for the previous month:

Byers Station (Lot 6C)- Vantage Point – The Applicant appeared before the Board at their February 11th Workshop and the Planning Commission at their February 13th meeting where Final PRD Approval was recommended. Revised plans have been submitted and will be reviewed by the consultants for potential consideration of same at the Boards March 16th, 2020 meeting.

Chester Springs Crossing (aka- Jankowski Tract) - Construction continues and paving of the roadway system has commenced. In addition, we have received 6 grading permits for proposed homes.

Fetters Property (McKee Group) - Construction continues; albeit at a rather slow pace due to weather.

General:

Meetings / Correspondence with staff regarding various matters.



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: February 14, 2020

To: Board of Supervisors

From: David Leh, P.E.

125 Little Conestoga Road (Profound Technologies) - The Applicant is proposing to construct a two-story building addition and additional parking areas. A Conditional Use was granted by the Board on September 16, 2019. The Board granted Preliminary / Final Land Development Approval at their November 18th, 2019 meeting. The Applicant has since submitted revised plans to confirm compliance with all outstanding consultant comments.

160 Park Road (Gunner Properties, Ltd.) – The Applicant submitted a conditional use application for an eating and drinking establishment and construction of additional parking to support the use. The Board granted the Conditional Use on July 24, 2019. The Applicant has since submitted a land development plan for the project which was approved by the Board at their August 19, 2019 meeting. Aside from landscaping which will need to be completed in the spring; construction is complete.

270-290 Park Road (Townes at Chester Springs) - This is a 40-unit multiple-family townhouse community along Park Road just north of Windsor Baptist Church. Toll Brothers is developing the property. Construction continues and we have received building permit applications for all units.

Byers Station (Lot 5C)- [Residential] - Construction continues on the residential portion of the development. To date, we have received 17 building permit applications (92 total units).

Byers Station (Lot 5C)- [Commercial] - An amended land development plan has been submitted for the commercial portion of the site and a recommendation for approval was made by the Planning Commission at their June 14th, 2018 meeting.

The Applicant has now submitted an Alternate PRD Plan which proposes 27,000 SF of commercial development and 55 additional townhomes in lieu of the previously proposed 81,300 SF of commercial space. The Board granted approval to this plan at their October 14th, 2019 meeting.

File No. 20-01080T
February 14, 2020

Byers Station (Lot 6C)- Vantage Point – An Amended Tentative PRD Application has been submitted for this site. The Applicant is proposing to construct a 36,171 SF, 3 story retirement facility. The Board granted approval to Preliminary Amended PRD Application at their September 16, 2019 meeting. The Applicant appeared before the Board at their February 11th Workshop and the Planning Commission at their February 13th meeting where Final PRD Approval was recommended. Revised plans have been submitted and will be reviewed by the consultants for potential consideration of same at the Boards March 16th, 2020 meeting.

Chester Springs Crossing (aka- Jankowski Tract) - The Board granted Preliminary / Final Land Development Approval for this 55-home development at their October 15th, 2018 meeting. Construction continues and paving of the roadway system has commenced. In addition, we have received 6 grading permits for proposed homes.

Eagleview Lot 1C– This project proposes a 113,000 SF Flex Office building. The proposed building and amenities are similar to the adjacent office buildings located along Sierra Drive. The Board granted Final Land Development Approval at their November 19th, 2018 meeting. There has been no further activity on this project.

Eagleview Lot 2 - DSM Biomedical has submitted a land development plan proposing the construction of a 486 square foot pre-manufactured building adjacent to their existing 2-story office/lab building for material storage. The Board granted Preliminary / Final Land Development Approval at their November 18th, 2019 meeting.

Eaglepointe Village – A Conditional Use Application has been submitted proposing a Starbucks in the former Key Bank site. The conditional use is necessitated by the need for drive-thru service. The Board granted the Conditional Use on July 24, 2019. The Board granted Preliminary / Final Land Development Approval at their November 18th, 2019 meeting. The Applicant has submitted revised plans for review by the consultants for confirmation that all outstanding issues raised in their letters have been addressed.

Fetters Property (McKee Group) - The Board granted Final Land Development Approval at their October 16th, 2017 meeting. Construction continues; albeit at a rather slow pace due to weather.

Marsh Lea – The Board granted Preliminary / Final Plan Approval to this 27-lot, single-family home community at their May 15th, 2017 meeting. Home construction continues. We have received grading plans for 16 proposed homes.

File No. 20-01080T
February 14, 2020

Reserve at Chester Springs (Frame Property) – The project is substantially complete. Toll was not able to have the final paving placed prior to winter. As such, final dedication will not occur until spring.

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

The conditional use hearing has once again been postponed as we have been advised Natural Lands Trust maybe purchasing 2 of the parcels from Shryock Brothers. If and when this transaction occurs, the hearing will be rescheduled.

Windsor Baptist Church - The Church has submitted a Preliminary Land Development Plan and Conditional Use Application for an approximately 9,190 SF school building addition on their current property. The Board granted the Conditional Use at their September 16, 2019 meeting. The Board granted Preliminary Land Development Approval at their November 18th, 2019 meeting. Since the approval, the Applicant has been working with both the Township Historic and Planning Commissions on the proposed architecture.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath *Kathi*

RE: Codes Department Activity Report

DATE: February 13, 2020

=====

Attached, please find the Codes Department Activity Report for the month of January, 2020.

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP

Permit Analysis

2017-2020

76

2017				2018				2019				2020				
# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	
Jan	36	\$ 27,889.54	36	\$ 27,889.54	46	\$ 37,719.22	46	\$ 37,719.22	30	\$ 17,025.46	30	\$ 17,025.46	51	\$ 98,596.00	51	\$ 98,596.00
Feb	30	\$ 6,209.00	66	\$ 34,098.54	43	\$ 40,684.68	89	\$ 78,406.90	67	\$ 19,320.64	97	\$ 36,346.10				
Mar	62	\$ 61,429.00	128	\$ 95,527.54	43	\$ 36,969.50	132	\$ 115,376.40	57	\$ 36,767.22	154	\$ 73,113.32				
Apr	61	\$ 30,429.00	189	\$ 125,956.54	56	\$ 45,204.94	188	\$ 160,581.34	66	\$ 52,342.10	220	\$ 125,455.42				
May	61	\$ 13,118.56	250	\$ 139,075.10	70	\$ 39,985.36	258	\$ 200,566.70	50	\$ 40,216.60	270	\$ 165,672.02				
Jun	117	\$ 107,225.16	367	\$ 246,300.26	59	\$ 39,179.50	317	\$ 239,746.20	70	\$ 43,304.22	340	\$ 208,976.24				
Jul	78	\$ 60,308.00	445	\$ 306,608.26	67	\$ 16,422.42	384	\$ 256,168.62	58	\$ 37,320.76	398	\$ 246,297.00				
Aug	90	\$ 9,532.32	535	\$ 316,140.58	55	\$ 34,126.38	439	\$ 290,295.00	67	\$ 90,670.34	465	\$ 336,967.34				
Sept	86	\$ 29,485.94	621	\$ 345,626.52	55	\$ 47,345.62	494	\$ 337,640.62	61	\$ 13,393.00	522	\$ 350,360.34				
Oct	101	\$ 69,748.73	722	\$ 415,375.25	60	\$ 46,722.50	554	\$ 384,363.12	48	\$ 42,928.52	570	\$ 393,288.86				
Nov	58	\$ 29,023.10	780	\$ 415,404.48	45	\$ 34,720.92	599	\$ 419,084.04	36	\$ 10,623.00	606	\$ 403,911.86				
Dec	28	\$ 17,392.92	808	\$ 432,797.40	31	\$ 18,505.86	630	\$ 437,589.90	31	\$ 14,788.00	637	\$ 418,699.86				



January 2020 REPORT UPPER UWCHLAN TOWNSHIP PUBLIC WORKS DEPARTMENT

The following projects were underway since we last met:

Ongoing:

- Aside from regular routine maintenance, the following work orders were submitted last month.

Tracking of work orders through Traisr: 136

- Municipal Authority & PA 1-calls
 - 76 Work orders completed
- Public Works
 - 40 Work orders completed
- Parks
 - 3 Work orders completed
- Solid Waste
 - 17 Work orders completed
- Vehicles and Equipment (All Dept.)
 - 13 Work orders completed
- Sign Name Sign replacements were done at Signalized Intersections throughout the Township. This project continues.
- Used Vac Truck after rain events to clear curbs and inlets
- Unloaded truck of new Toters that were delivered
- Installed new street signs on various roads due to loss of retroreflectivity

- **Cut up and removed a downed tree on Font Rd**
- **Mowed marsh area on west side near Davenport while ground was frozen**
- **Street sweeping was done on various roadways**
- **Installed a ceiling in New pole building so as to hold insulation when it is ready**
- **Regraded and added material to Police parking area at 520 Milford Rd**
- **Removed debris at pipe crossings along Twp roadways**
- **Hauled and spread 2A modified stone at Lakeridge WWTP**
- **3 guys called in to spot-salt on January 8th**
- **Began making brine**
- **Applied brine to roads on January 16th and 17th**
- **Called in for salting on January 18th**
- **Removed downed tree at Walter Ct WWTP**
- **Took in deliveries of salt and anti-skid materials**
- **Cleared out storm pipes and inlet structures.**
- **Truck salt removal and waxing**
- **Worked on Police cars for minor issues and monthly services**
- **Toter swaps and deliveries were done as requested.**
- **Preventive maintenance, repairs, and Pa State Inspections continue on all Township owned vehicles and equipment.**
- **Minor maintenance issues were handled at the Township Buildings.**
- **PA 1-Calls were responded to as they came in.**
- **Posted for job opening**

Bids:

- **None**

Road Dedication:

- **None**

Workforce

- **The Public Works crew completed various safety classes and policy review testing through the Power DMS system, LTAP, and DVIT.**

Respectfully submitted,

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



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors
FROM: Shanna Lodge, Acting Township Manager
SUBJECT: Chester County Tower Site Lease Amendment
DATE: February 14, 2020

Attached for your consideration is an Amendment to the Lease between Upper Uwchlan Township and the County of Chester for the parcel situated at 275 Fellowship Road. The parcel is the location of a transmission tower for the public safety radio system operated by the County.

When the lease was executed in April of 2015, the parcel was not yet dedicated to Upper Uwchlan Township. This Amendment, administrative in nature, clarifies that the Township owns the parcel in fee.

The Township Solicitor has reviewed the proposed Amendment and has deemed it satisfactory.

I respectfully request that the Board move to amend the lease between Upper Uwchlan Township and the County of Chester as presented.



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

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,

A handwritten signature in blue ink, appearing to read 'J. Hanlin'.

Jennifer J. Hanlin
JJH:ea

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)

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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.

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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

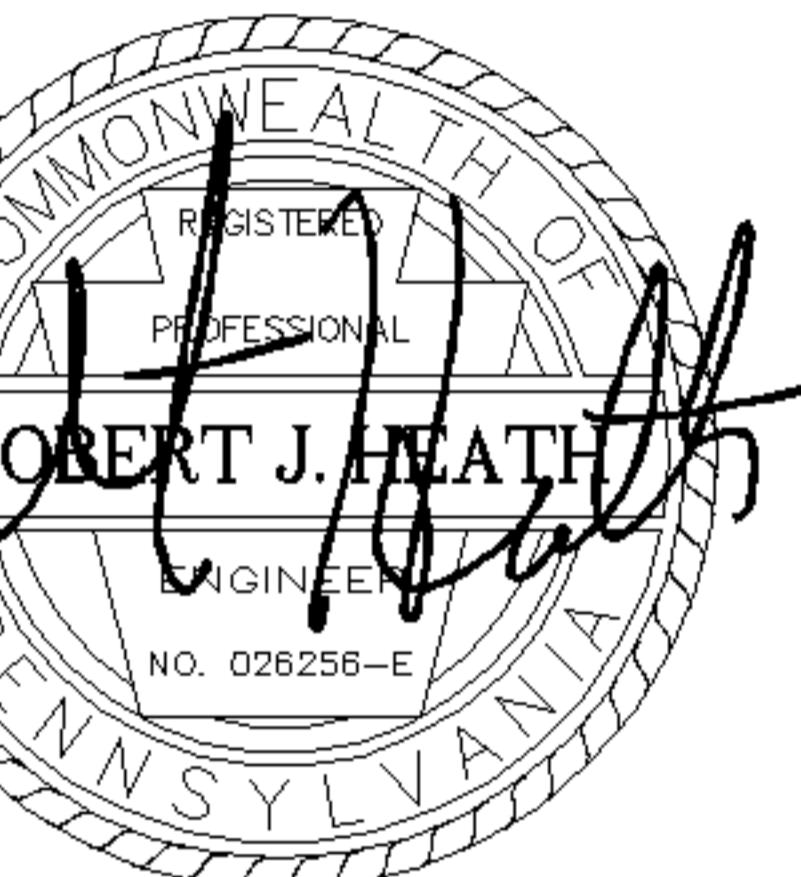
EXHIBIT 2-A

DESCRIPTION OF PREMISES

[attached]

Presented by:
HARRISRF Communications Division
1000 Kreider Drive
Suite 600
Middletown, PA 17057Prepared by:
H
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.	DATE
	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 ASSIST DRAWINGS

CHESTER COUNTY
P25 VOICE RADIO PROJECTSite Name:
UPPER UWCHLAN TWP.Site Code:
TWR36Sheet Title: Sheet #:
Property Boundary Plan C2.0Drawing File Name:
CHESCO_UUT36_C20_R3.dwgEXISTING PRIVATE ROAD,
MACADAM, 16' WIDE; GOES WEST
TO PA-100 (POTTSTOWN PIKE)N/F TEXAS EASTERN
TRANSMISSION CORP.
DEED BOOK G-22, PAGE 434
UPI 32-1-34-UNEW CHESCO ACCESS ROAD 24'
WIDE X 30' WITH 10' X 20' PARKINGNEW CHESCO 11'-8" X 20' SHELTER;
10' HIGH; 234 SQ. FT. FOOTPRINTNEW CHESCO 300' SS TOWER
WITH 21' AIR TERMINAL

NEW CHESCO COMPOUND FENCE, 8' HIGH

N/F CHESTER SPRINGS VENTURES LLC
DEED BOOK 7070 PAGE 1552
UPI 32-1-34.1CEXISTING
RETENTION
PONDN/F TOLL PA V LP
DEED BOOK 5315 PAGE 1515
UPI 32-1-34.1B

(LI - LIMITED INDUSTRIAL DISTRICT)

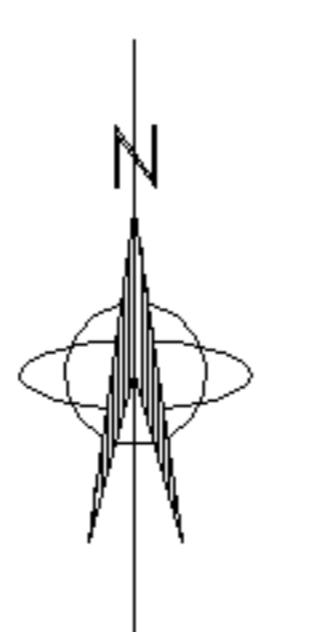
N/F FELLOWSHIP ROAD LP
DEED BOOK 5896 PAGE 2012
UPI 32-1-34.1AEXISTING UUT FACILITY
BUILDINGSEXISTING PARKING
LOT, GRAVELEXISTING PECO POWER
UTILITY POLE #91554DEXISTING ROAD, MACADAM,
18' WIDE (NO NAME)N/F UPPER UWCHLAN TOWNSHIP
DEED BOOK 6845 PAGE 1563
UPI 32-1-34.1EEXISTING
ATHLETIC
FIELDS

FELLOWSHIP ROAD (T-435)

N83°20'11" W 465.18'
N83°20'11" W 151.53'
N07°39'04" E 364.38'
N07°39'04" E 383.01'
S48°36'01" W 127.85'
S57°53'01" W 136.18'
S64°50'01" W 86.89'
S64°50'01" W 59.49'
N49°35'29" W 34.14.29"

PROPERTY BOUNDARY PLAN

SCALE 1" = 160'



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

Presented by:



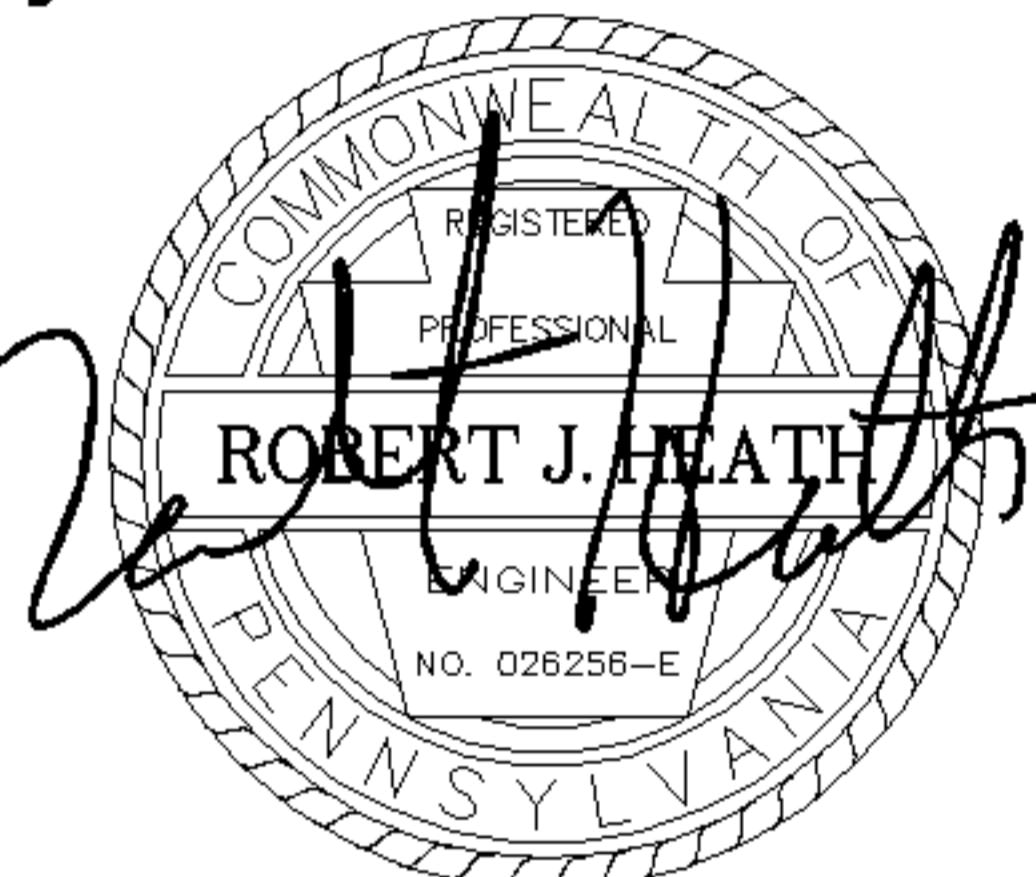
RF Communications Division

1000 Kreider Drive
Suite 600
Middletown, PA 17057


Prepared by:

Robert J. Heath PE, LLC
1116 WALNUT LANE,
LANSDALE, PA 19446
TEL: 267-250-9931IT 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:

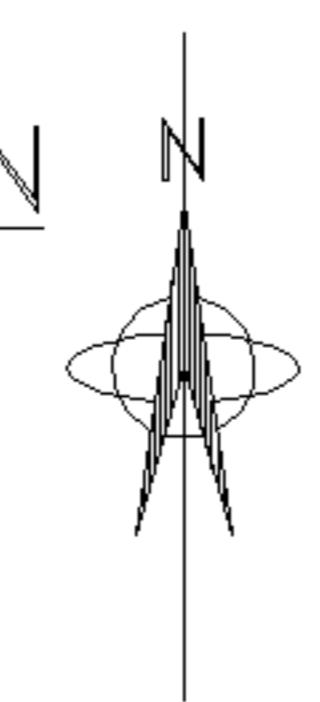
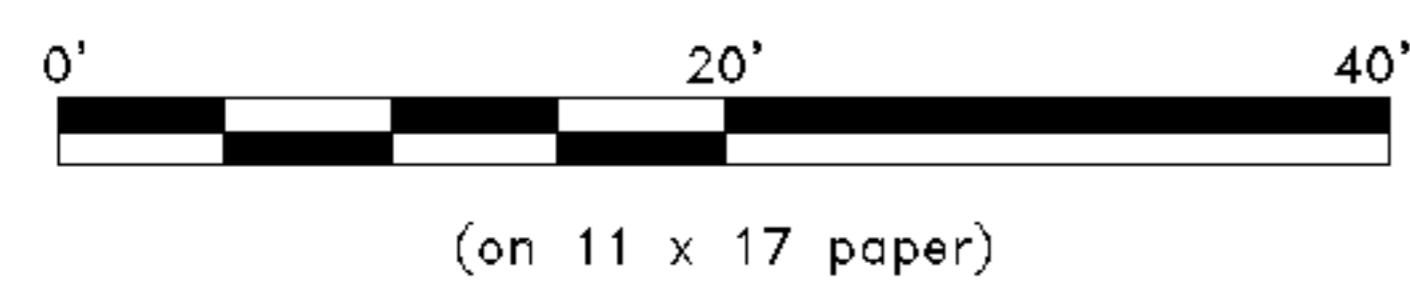


DRAWING REVISION HISTORY	
NO.	DATE
0	2015-04-06 CONSTRUCTION DRAWINGS Rev-0
1	2015-08-20 SITE ASBUILT DRAWINGS

CHESTER COUNTY
P25 VOICE RADIO PROJECTSite Name:
UPPER UWCHLAN TWP.Site Code:
TWR36Sheet Title: **Construction Site Plan** Sheet #: **C3.0**Drawing File Name:
CHESCO_UUT36_C30_R1.dwg

CONSTRUCTION SITE PLAN

SCALE 1" = 20'





UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors
FROM: Shanna Lodge, Acting Township Manager
SUBJECT: Recycling Development and Implementation Grant
DATE: February 14, 2020

Upper Uwchlan Township has been awarded a Municipal Recycling Program Grant by the Pennsylvania Department of Environmental Protection (DEP) under Section 902 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101. The grant award totals \$15,776.00.

The grant funds will reimburse the Township for the items outlined in the Scope of Work, which include printed educational materials and the purchase of Recycling Toters.

I respectfully request that the Board move to approve the Grant Agreement to accept the grant award from DEP in the amount of \$15,776.00.



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 or (717) 772-5719. For more information about DEP's recycling program, please visit our website at 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

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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.

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Townships/Counties

GRANTEE ATTEST/WITNESS:

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

Upper Uwchlan Township:

Name: _____

Name: _____

Name: _____

Name: _____

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;

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- 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 if 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.

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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.

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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]

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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.

BUDGET ITEM	TOTAL APPROVED COSTS	DEP SHARE	APPLICANT MATCH
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 purposes 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.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

118

ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors
FROM: Shanna Lodge, Acting Township Manager
SUBJECT: Byers Station Parcel 5C Drainage Improvement Maintenance Agreement
DATE: February 14, 2020

Before the Board for your consideration is a Drainage Improvement Maintenance Agreement between Byers Retail Acquisition Limited Partnership (Byers) and Upper Uwchlan Township (The Township).

Parcel 5C is located along Station Boulevard in the Village of Eagle. The Agreement stipulates that Drainage Facilities, to be constructed in Pottstown Pike concurrent with the commercial improvements set forth in the Plan for Lot 2B, shall be constructed and maintained by Byers. Highway Occupancy Permits required for the construction of facilities in the PennDOT Right-of-Way shall be obtained by and at the expense of Byers.

The Township Solicitor has reviewed the proposed Agreement and has deemed it satisfactory.

I respectfully request that the Board approve the Drainage Improvement Maintenance Agreement between Byers Retail Acquisition Limited Partnership and Upper Uwchlan Township.

ALYSON M. ZARRO
alyson@rrhc.com
Extension 202



119

January 29, 2020

RECEIVED

JAN 29 2020

UPPER UWCHLAN TWP.

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)

1120782.1

rrhc.com

PO Box 1265 717 Constitution Drive, Suite 201 Exton, PA 19341 Phone 610.458.4400 Fax 610.458.4441

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 1st and not later than September 30th 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
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

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: R VP
Name: Robert J Dwyer
Title: VP of Development

ATTEST:

UPPER UWCHLAN TOWNSHIP

By: _____
Sandy D'Amico
Chairperson

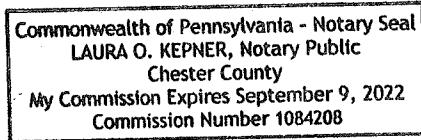
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Chester :

ON this 24th 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

OWNER / DEVELOPER'S ACKNOWLEDGMENT:		RECORDED IN THE PLAT AND RECORDS OF [REDACTED] IN THE COUNTY OF [REDACTED]		RECORDED IN THE PLAT AND RECORDS OF CHESTER COUNTY, PENNSYLVANIA	
COMMONWEALTH OF PENNSYLVANIA		THE [REDACTED] DAY OF [REDACTED] AND [REDACTED]		THE [REDACTED] DAY OF [REDACTED] AND [REDACTED]	
55					
COUNTY OF CHESTER					
On the [REDACTED] day of [REDACTED] A.D. [REDACTED] before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing at [REDACTED] personally appeared [REDACTED] and [REDACTED] who I know to be the duly authorized officers of BYERS RETAIL ACQUISITION, L.P. and that as such to do so, he executed the foregoing plan and record of subdivision and map. I further declare that the said [REDACTED] and [REDACTED] are the true and natural persons who executed the said limited partnership and that all necessary steps have been taken by the said [REDACTED] and [REDACTED] to record the said limited partnership. I further declare that the foregoing plan may be duly recorded.					
Dweller _____		Signature _____		Title _____	
_____ BYERS RETAIL ACQUISITION, L.P.		_____ WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID		_____ W.D. SMITH	
_____ NOTARY PUBLIC FOR [REDACTED] OFFICE		_____ MY COMMISSION EXPIRES		_____ X/CHER	
_____ SEAL				_____ MAP CLOS CR LA SO FD	

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION MAILED AND RELIEF, THE LOT GEOMETRY AND LOCATION
SHOWN HEREIN IS CORRECT AND MEETS THE FOLLOWING REQUIREMENTS SET FORTH IN THE LETTER AND PLAN REVIEWED
SUBMITTED IN INDIAH DEVELOPMENT PERMIT

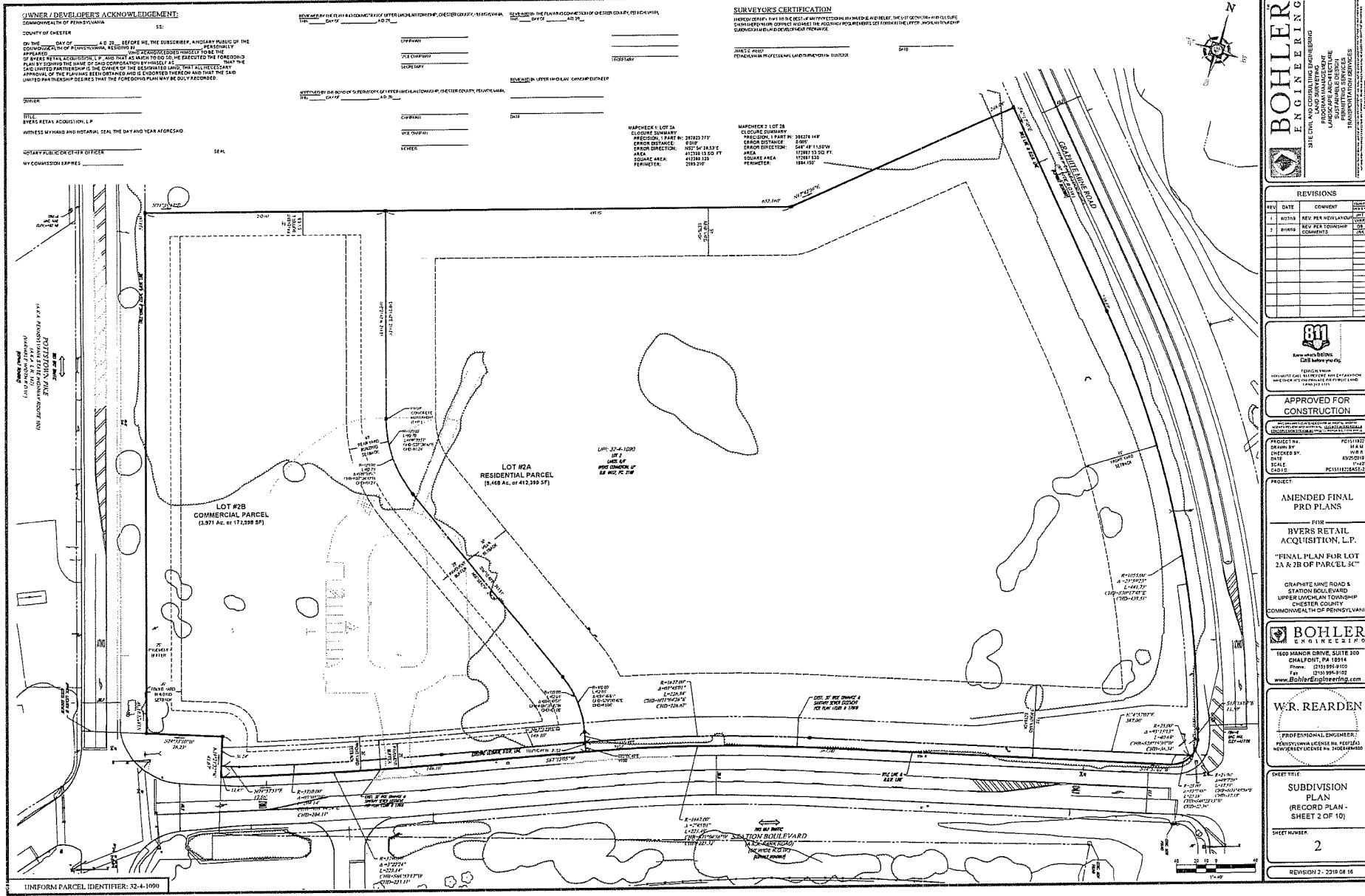


EXHIBIT B

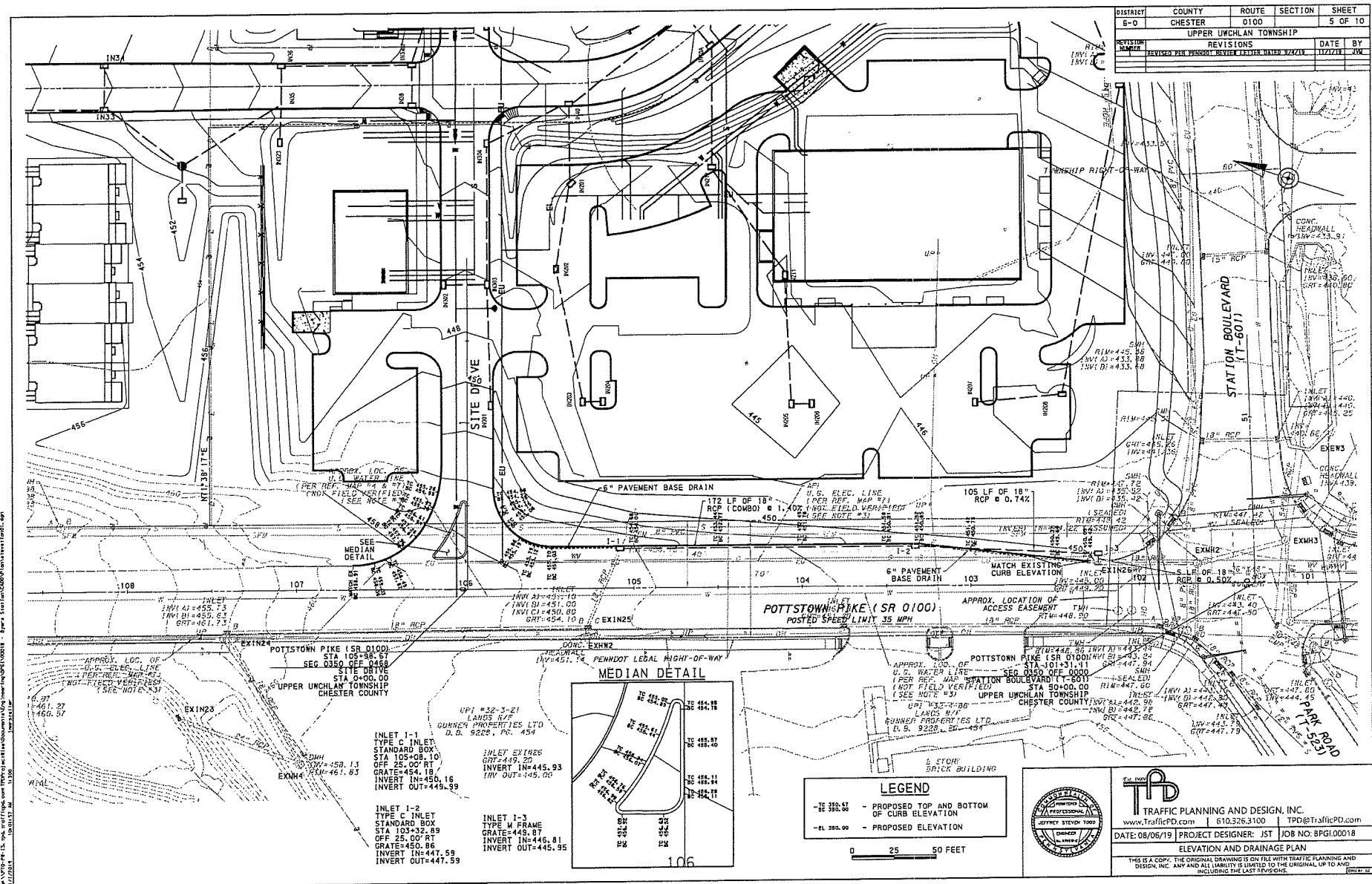
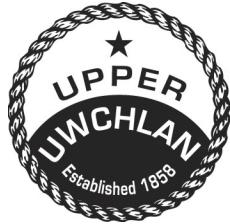


EXHIBIT C



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

135

ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors
FROM: Shanna Lodge, Acting Township Manager
SUBJECT: TC Energy – Temporary Easement Agreement
DATE: February 14, 2020

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.

Based upon the Board's comments at the February 11 Workshop, additional stipulations to the Term have been added, including a \$500/day payment required for work after April 11, 2020, and a Term expiration of May 31, 2020.

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 as 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. If Grantee does not complete the Project on or before April 4, 2020 and requires use of the Temporary Easement Areas for purposes other than restoration to complete the Project beyond April 4, 2020, the Term shall extend for a period of one week until April 11, 2020; provided that Grantee shall pay Grantor additional consideration of Ten Thousand (\$10,000.00) Dollars for the additional one week Term. If Grantee does not complete the Project on or before April 11, 2020 and requires use of the Temporary Easement Areas for purposes other than restoration to complete the Project after April 11, 2020, the Term shall extend on a day to day basis provided that Grantee shall pay Grantor the sum of \$500.00 per day for every day beyond April 11, 2020. In no event shall the Term of this Temporary Easement extend beyond May 31, 2020.~~

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 as determined by a real estate appraisal 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.

E.F. Grantee shall conduct a preconstruction meeting with a representative from Grantor. Grantee shall coordinate its work on the Property with the designated representative from Grantor and shall keep Grantor apprised of the status of the work on the Property.

← Formatted: List Paragraph, Left, No bullets or numbering

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.

TEMPORARY EASEMENT

141

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**.”

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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 as 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.

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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.

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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.

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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 as determined by a real estate appraisal to rent such portions of the Property utilized during restoration.

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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.

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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: _____

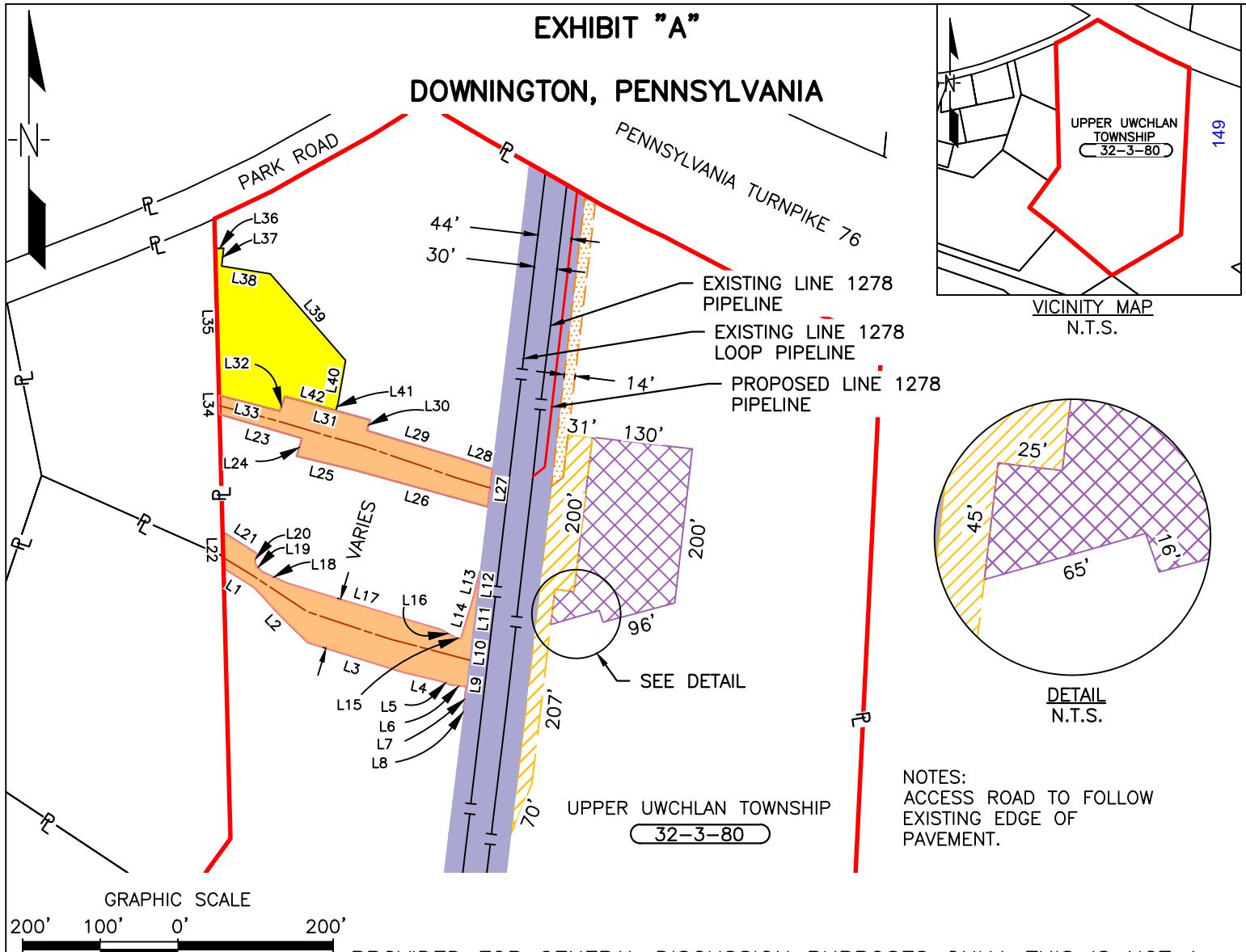
By: _____
Name: _____
Title: _____

EXHIBIT A

TEMPORARY EASEMENT AREA

EXHIBIT "A"

DOWNINGTON, PENNSYLVANIA



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.



REV: A DATE: 01/2020

378.16 FEET = 22.92 RODS	TEMPORARY WORKSPACE = 0.31 ACRES
TRACT ACREAGE = 26.71 ACRES	EXISTING TC ENERGY
PROPOSED PERMANENT EASEMENT = 0.12 ACRES	EASEMENT = 2.65 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 0.68 ACRES	TEMPORARY ACCESS = 0.86 ACRES
	STAGING AREA = 0.51 ACRES

PROJECT LINE 1278 RELOCATION PROJECT

CONSULTANT	ENGINEER	FIELD BOOK _____ PAGE _____
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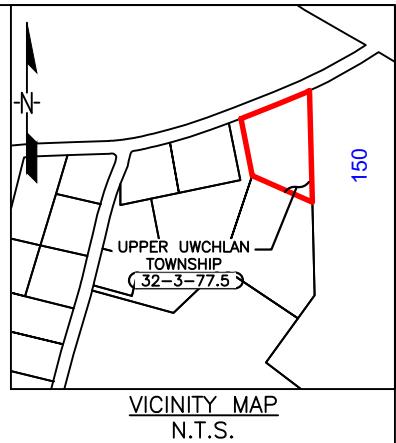
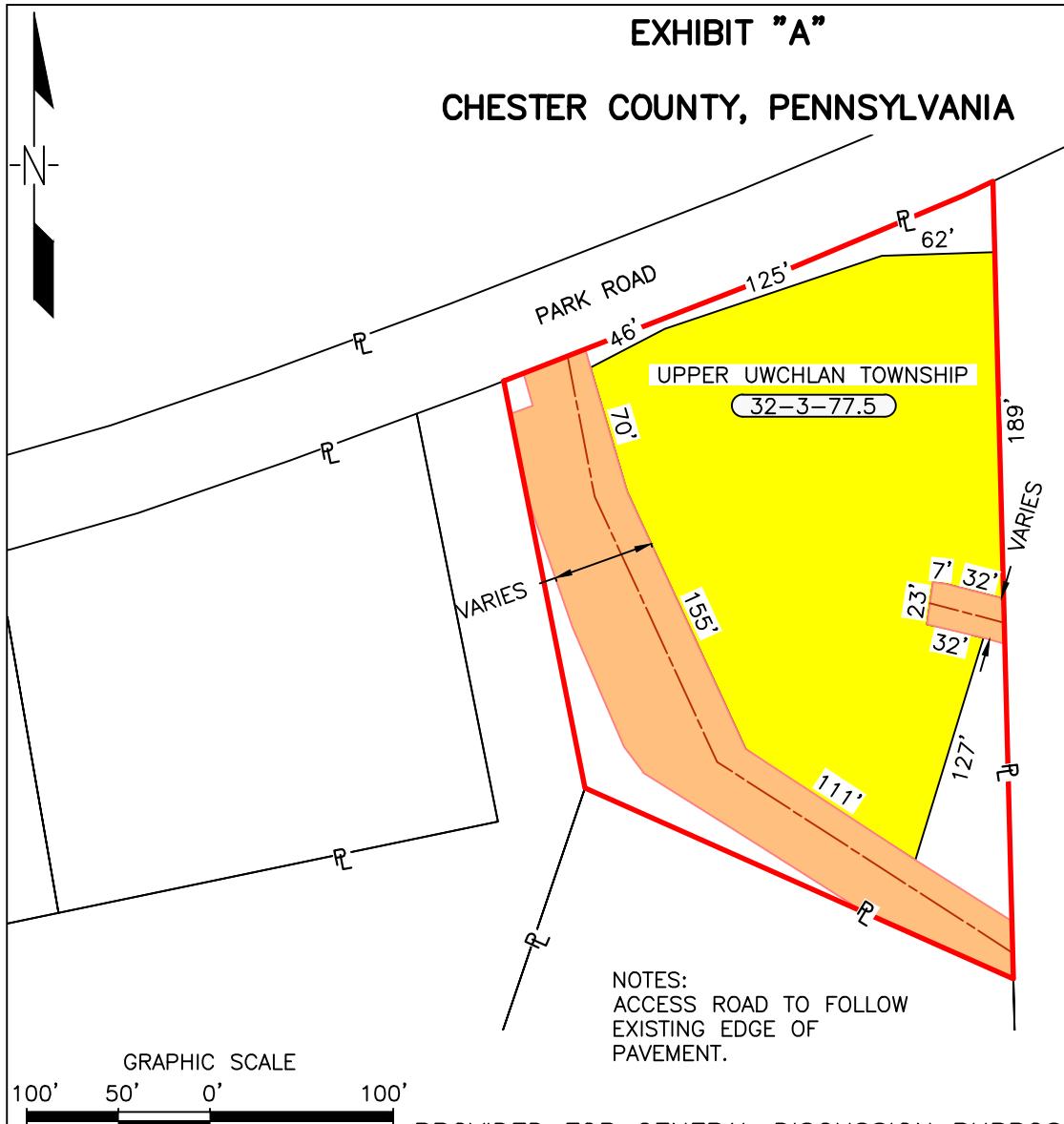
SURVEY DATE 07/2019	REFERENCES UPPER UWCHLAN TOWNSHIP 32-3-80
MAP DATE 07/2019	
DRAWN BY MM	

SCALE 1:200	APN # 32-3-80
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COUNTY(IES) CHESTER
STATE(S) PENNSYLVANIA
SHEET NO. 1 OF 2
DRAWING NO. 32-3-80-001

EXHIBIT "A"

CHESTER COUNTY, PENNSYLVANIA



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.



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		STATE(S) PENNSYLVANIA
MAP DATE 07/2019	UPPER UWCHLAN TOWNSHIP 32-3-77.5		SHEET NO. 1 OF 1
DRAWN BY MM			DRAWING NO. 32-3-77.5-001
SCALE 1:100	APN #	32-3-77.5	

EXHIBIT B

LINE 1278 RELOCATION PROJECT

LINE 1278 RELOCATION PROJECT

PROJECT ID: E.014314

ENGINEERING FIRM: MOTT MACDONALD
CHESTER COUNTY, PENNSYLVANIAVICINITY MAP
NOT TO SCALE

DRAWING LIST		
DWG. No.	TITLE	REV.
24368-00-ML-00-001	COVER SHEET	D
24368-00-ML-00-002	GENERAL NOTES	D
OVERVIEW MAPS		
24368-03-ML-00-001	QUAD OVERVIEW MAP	D
ALIGNMENT SHEET		
24368-03-ML-03-001	ALIGNMENT SHEET	D
ACCESS ROAD DETAIL		
24368-03-AR-001	ACCESS ROAD DETAIL - TAR-001 & TAR-002	D
HDD DETAIL		
24368-03-ML-00-002	HDD PLAN AND PROFILE	D
24368-03-ML-00-003	BREAKOVER	D
TIE-IN DETAIL		
24368-01-ML-06-001	SOUTHERN TIE-IN DETAIL	D
24368-01-ML-06-002	NORTHERN TIE-IN DETAIL	D

DRAWING LIST		
DWG. No.	TITLE	REV.
TYPICAL DRAWINGS		
24368-03-ML-TYP-001	TYPICALS	D
24368-03-ML-TYP-002	TYPICALS	D

BASIS OF SURVEY:
PERFORMED BY MOTT MACDONALD
DATE: 07-2019HORIZONTAL DATUM:
NAD83 PENNSYLVANIA STATE PLANES,
SOUTH ZONE (US FT)VERTICAL DATUM:
NAD83

REFERENCE DRAWINGS	
DRAWING No	TITLE
-	
B	09/2019 ISSUED FOR 60% REVIEW
C	10/2019 ISSUED FOR 90% REVIEW
D	11/2019 ISSUED FOR BID

REVISION			APPROVAL						
REV. No	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTING CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
B	09/2019	ISSUED FOR 60% REVIEW		HB	EB	HB	CB	DD	MM
C	10/2019	ISSUED FOR 90% REVIEW		HB	EB	HB	CB	DD	MM
D	11/2019	ISSUED FOR BID		HB	EB	HB	CB	DD	MM

PROFESSIONAL ENGINEER/RPT			PERMIT/ ENG. APPROVAL	
REV. NO.	DATE	PERMIT NUMBER:	DATE	

FLOC# - 24368

M		M	
TC Energy			
LINE 1278 RELOCATION PROJECT			
FIA #	CHAINAGE:	DISCIPLINE # 03	
COVER SHEET			
LINE 1278 RELOCATION PROJECT			
CHESTER COUNTY, PA			
SCALE N.T.S.	DRAWING No	24368-00-ML-00-001	REV D

TIME DESIGNFILE

PROJECT SEQUENCE AND SCHEDULE

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING, GRUBBING AND TOPSOIL STRIPPING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE. ANY DEVIATION FROM THE FOLLOWING SEQUENCE MUST BE APPROVED IN WRITING FROM THE GOVERNING COUNTY CONSERVATION DISTRICT.

PRE-CONSTRUCTION:

- SUBMIT A COPY OF THE E&S PLAN AND APPLICATION TO THE APPROPRIATE REGULATORY AGENCIES FOR APPROVAL.
- CONDUCT A PRE-CONSTRUCTION MEETING. TC ENERGY WILL INVITE AND NOTIFY ALL APPROPRIATE AGENCIES TO ATTEND AND PROVIDE AT LEAST SEVEN DAYS NOTICE. TCPL, THE EI, AND LICENSED PROFESSIONALS OR DESIGNEES RESPONSIBLE FOR EARTH-DISTURBANCE ACTIVITY, INCLUDING IMPLEMENTATION OF THE E&S PLAN, WILL ATTEND.
- PRIOR TO CLEARING, SURVEY CREWS WILL MARK THE CENTERLINE AT FREQUENT INTERVALS, AS WELL AS AT KNOWN CROSSINGS OF FOREIGN LINES AND UTILITIES, AT ROAD CROSSINGS, AT POINTS OF INFLECTION, AND AT AVOIDANCE AREAS INCLUDING WETLAND BOUNDARIES, CULTURAL RESOURCE SITES, AND RARE SPECIES HABITAT, AS APPLICABLE. AVOIDANCE AREAS WILL BE MARKED WITH APPROPRIATE FENCING, SIGNAGE, AND/OR FLAGGING BASED ON ENVIRONMENTAL SURVEYS AND PERMIT CONDITIONS.
- INSTALL ROCK CONSTRUCTION ENTRANCES WHERE VEHICLES WILL ENTER CONSTRUCTION AREAS AT THE DISCRETION OF THE EI BASED ON THE SITE CONDITIONS AND CLEARING ACCESS NEEDS. INSTALL WASH RACKS (TYPICAL WS) IN EV AND HQ WATERSHEDS WHERE ROCK CONSTRUCTION ENTRANCES ARE DETERMINED TO BE NEEDED AND ACCORDING TO APPROVED PROJECT PLAN.
- INSTALL SILT FENCE, OR COMPOST FILTER SOCK PERIMETER CONTROLS WHERE INDICATED ON E&S DRAWINGS IN THE VICINITY OF CLEARING OPERATIONS. PLACEMENT PRIOR TO CLEARING WILL BE AT THE DISCRETION OF THE EI BASED ON THE SITE CONDITIONS AT THE TIME OF CLEARING AND EACH SPECIFIC AREA'S LIKELIHOOD FOR EROSION AND SEDIMENTATION PRIOR TO GRADING IN THE SPRING.
- INSTALL TEMPORARY BRIDGES AT STREAM CROSSINGS AS NECESSARY FOR ACCESS BY CLEARING EQUIPMENT.
- INSTALL WETLAND MATS AT WETLAND CROSSINGS AS NECESSARY FOR ACCESS BY CLEARING EQUIPMENT.

SITE CLEARING (TREE CUTTING) & GRUBBING

- WOODY VEGETATION CLEARING OF THE ROW, ATWS AND STAGING AREAS WILL TAKE PLACE IN A SINGLE PASS. NO GRADING OR GRUBBING WILL OCCUR DURING CLEARING OPERATIONS.
- CHIP CLEARED VEGETATION AND REMOVE FROM ROW AND HAULED OFFSITE OR STOCKPILED AT STAGING AREAS. STOCKPILE WOOD CHIPS IN APPROVED TEMPORARY WORKSPACE OR STAGING AREAS FOR DISTRIBUTION AS NEEDED ON THE ROW AND WORKSPACES FOR USE AS MULCH FOR STABILIZATION AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED.
- GRUB TREE STUMPS IN CLEARED ROW. GRIND STUMPS AND REMOVE FROM ROW AND HAUL OFF SITE OR STOCKPILED AT STAGING AREAS FOR USE AS MULCH STABILIZATION AFTER EARTH DISTURBING ACTIVITIES ARE COMPLETED.

OVERALL CONSTRUCTION

- CONSTRUCTION WILL TAKE PLACE IN A SINGLE SPREAD. PIPELINE CONSTRUCTION CREWS WILL BE IN CLOSE PROXIMITY TO EACH OTHER AND WILL BE ABLE TO EFFICIENTLY COMMUNICATE DURING THE ENTIRE CONSTRUCTION PHASE OF THE PROJECT. THE MINIMAL LENGTH OF EACH CONSTRUCTION SPREAD WILL NOT REQUIRE CONSTRUCTION CREWS TO BE SEPARATED BY SIGNIFICANT DISTANCES DURING PIPELINE CONSTRUCTION.

SITE GRADING:

SITE GRADING:

- RE-STAKE THE ROW TO REPLACE ANY SIGNAGE OR FLAGGING THAT WAS REMOVED OR DAMAGED DURING CLEARING ACTIVITIES.
- INSTALL ROCK CONSTRUCTION ENTRANCES WHERE VEHICLES WILL ENTER CONSTRUCTION AREAS FROM ACCESS ROADS. INSTALL WASH RACKS AS DIRECTED BY TC ENERGY IF ROCK CONSTRUCTION ENTRANCES ARE NOT FUNCTIONING AS INTENDED.
- CLEAR, GRADE AND IMPROVE ACCESS ROAD AS NEEDED AS THEIR USE BECOMES REQUIRED.
- ROUGH GRADE SITE, REMOVE AND STOCKPILE TOPSOIL AS APPROPRIATE. INSTALL SILT FENCE, OR COMPOST FILTER SOCK AROUND STOCKPILED TOPSOIL AS SHOWN ON E&S DRAWINGS.
- THE MIXING OF TOPSOIL WITH SUBSOIL SHALL BE PREVENTED BY STRIPPING TOPSOIL FROM THE WORK AREA WITHIN DESIGNATED AREAS AND IN COORDINATION WITH THE APPLICABLE ACCESS AGREEMENTS.
- INSTALL TEMPORARY SLOPE BREAKERS AS SHOWN ON E&S DRAWINGS.
- INSTALL TEMPORARY FLOW DIVERSION, FLUME STRUCTURES AND TEMPORARY BRIDGES AT STREAM CROSSINGS AS STREAM CROSSINGS ARE ENCOUNTERED.
- INSTALL APPROPRIATE TRENCH DEWATERING FILTER AND SURROUNDING SEDIMENT BARRIERS (STRAW BALES, SILT FENCE AND/OR COMPOST FILTER SOCKS AS DETERMINED IN THE FIELD) IN PREPARATION OF DEWATERING ACTIVITIES. THIS SHALL BE COMPLETED PRIOR TO PERFORMING EXCAVATION ACROSS WATERBODIES.
- INSTALL TIMBER MATS FOR EQUIPMENT ACCESS AS SHOWN ON E&S DRAWINGS AS WETLANDS / STREAMS ARE ENCOUNTERED

• INSTALL TIMBER MA PIPELINE CONSTRUCTION

Pipeline Construction:

- EXCAVATE PIPELINE TRENCH.
- CONDUCT TRENCH DEWATERING AS NECESSARY.
- STRING THE PIPE, BEND PIPE TO FIT NATURAL GRADE CHANGES, WELD PIPE SECTIONS TOGETHER, XRAY WELDS AND COAT WITH EPOXY.
- LOWER PIPE SECTIONS INTO TRENCH, UTILIZING BEDDING AND PADDING WHERE NECESSARY TO PROTECT THE PIPE COATING. TOPSOIL SHALL NOT BE USED AS PADDING MATERIAL. CONDUCT AS-BUILT SURVEY.
- INSTALL PERMANENT TRENCH BREAKERS.
- BACKFILL TRENCH, PLACING SUBSOIL MIXED WITH SEDIMENT REMOVED FROM MAINTAINED E&S BMPS WITHIN THE TRENCH FIRST, THEN SPREAD TOPSOIL.
- REPLACE TOPSOIL WHERE TOPSOIL SEGREGATION IS REQUIRED.
- CONVERT TEMPORARY SLOPE BREAKERS TO PERMANENT SLOPE BREAKERS.
- REMOVE TEMPORARY FLOW DIVERSION AND/OR FLUME STRUCTURES AT STREAM CROSSINGS.
- INSTALL EROSION CONTROL BLANKETS OR MATTING WITHIN 50-FEET OF SURFACE WATERS AND WETLANDS.
- PERFORM HYDROSTATIC TESTING ON ALL PIPELINE COMPONENTS AND FINAL PIPE TIE-IN.
- REMOVE TRENCH DEWATERING FILTERS AND SURROUNDING SEDIMENT BARRIERS.
- WHEN THE USE OF EQUIPMENT IS NO LONGER REQUIRED IN WETLAND AND STREAM AREAS, REMOVE WETLAND MATS AND TEMPORARY STREAM CROSSINGS.

FINAL GRADING/LANDSCAPING

FINAL GRADING/LANDSCAPING:

- STABILIZATION OF WETLANDS AND WATERBODIES SHALL BE COMPLETED IN ACCORDANCE WITH THE E&S PLAN AND DRAWINGS AND THE PROJECT PLAN AND PROCEDURES. RETURN THE ROW TO PRE-CONSTRUCTION CONTOURS. AS SOON AS FINAL GRADING IS ACHIEVED CONDUCT STABILIZATION ACTIVITIES
- REPAIR AND REPLACE SILT FENCE, COMPOST FILTER SOCKS, AND ANY OTHER E&S BMPS AS NEEDED. TEMPORARY E&S BMPS WILL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION IS ACHIEVED.
- APPLY SURFACE ROUGHENING MEASURES AS NEEDED IN ACCORDANCE WITH THE E&S PLAN.
- APPLY SOIL AMENDMENTS AS NEEDED IN ACCORDANCE WITH THE E&S PLAN.
- SEED THE ROW, ATWS AND OTHER DISTURBED AREAS IN ACCORDANCE WITH SEEDING REQUIREMENTS INCLUDED IN THE E&S PLAN.
- APPLY MULCH IN ACCORDANCE WITH REQUIREMENTS INCLUDED IN THE E&S PLAN.
- APPLY EROSION CONTROL BLANKETS WHERE INDICATED ON THE E&S DRAWINGS AND IMPLEMENT STREAM BANK STABILIZATION AT RESTORED STREAM CROSSINGS.

• CROSSINGS.

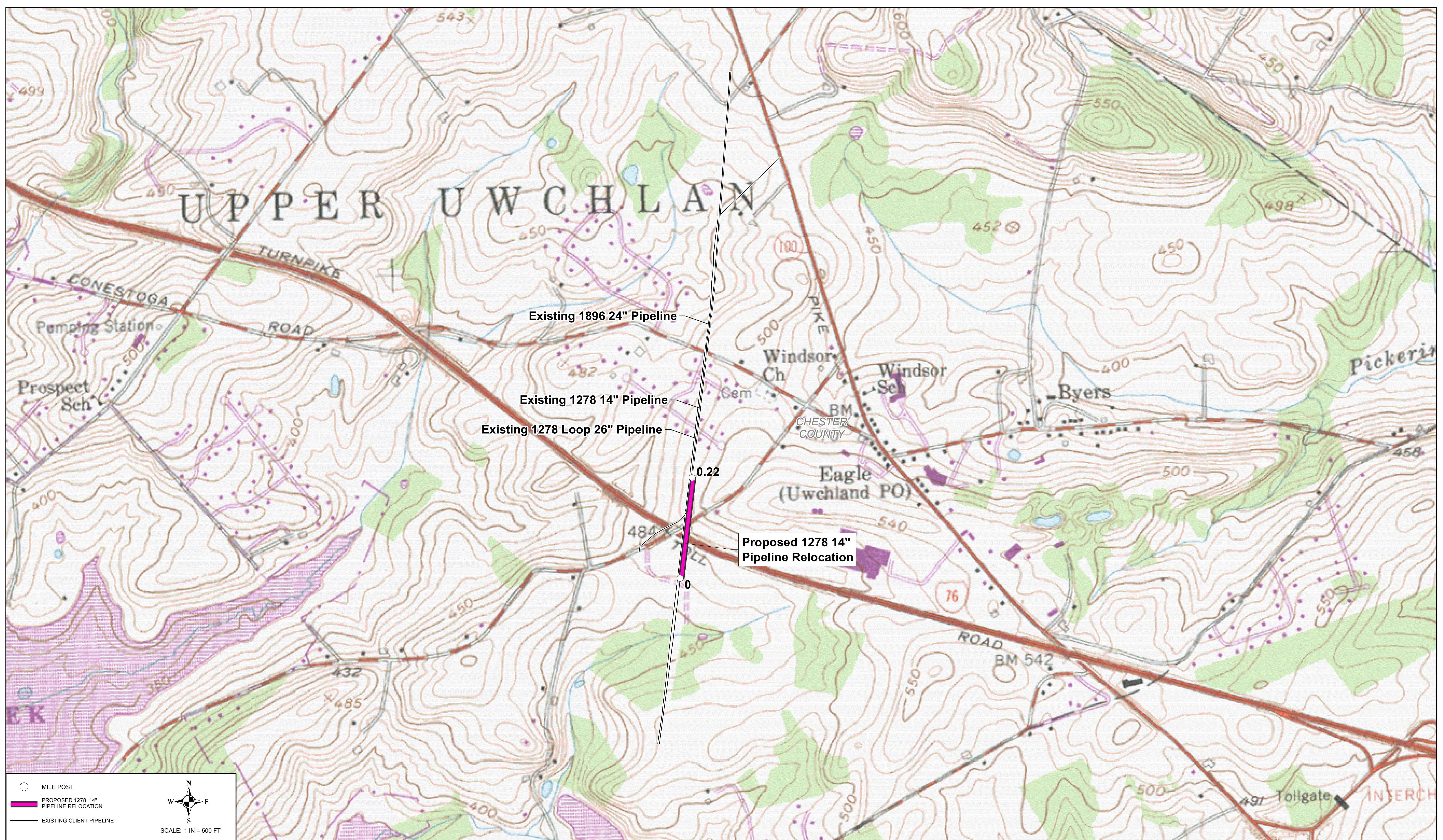
- REMOVE ANY REMAINING CONSTRUCTION DEBRIS FROM THE SITE.
- COMPLETE ANY LANDSCAPE OR SPECIAL REQUEST PLANTINGS REQUESTED BY LANDOWNERS.
- REMOVE STABILIZED CONSTRUCTION ENTRANCES (IF INSTALLED), TEMPORARY BRIDGES AT STREAM CROSSINGS AND WETLAND MATS.

POST-CONSTRUCTION:

- CONTINUE TO CONDUCT INSPECTIONS UNTIL THE SITE HAS REACHED PERMANENT STABILIZATION.
- PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 90% VEGETATIVE COVER OR OTHER NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION, OR AS OTHERWISE SPECIFIED IN ENVIRONMENTAL PERMITS. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
- TEMPORARY E&S BMPS MAY BE REMOVED AFTER THE ENTIRE CONTRIBUTORY AREA TO EACH BMP REACHES PERMANENT STABILIZATION OR AS OTHERWISE SPECIFIED IN ENVIRONMENTAL PERMITS.
- REMOVE ANY REMAINING TEMPORARY WATERBODY AND WETLAND EQUIPMENT CROSSINGS.
- REMOVE ANY REMAINING STABILIZED CONSTRUCTION ENTRANCES.
- PRIOR TO APPLICATION OF THE SEED IN ALL SUPPORT & STAGING AREAS, THE SEEDBED WILL BE PREPARED TO A DEPTH OF 3 TO 4 INCHES USING APPROPRIATE EQUIPMENT TO PROVIDE A FIRM, SMOOTH SEEDBED THAT IS FREE OF DEBRIS AND SCARIFIED TO ENSURE SEEDS LODGE AND GERMINATE. THE SEED MIXTURE WILL BE APPLIED UNIFORMLY PER PA DEP E&S POLLUTION CONTROL MANUAL RECOMMENDATIONS AND IN ACCORDANCE WITH CPG ENVIRONMENTAL STANDARDS.
- CONTRACTOR SHALL REPLACE IN KIND THE COUNTY PARK MEMORIAL LOCATED NEAR STATION 0+00.

GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH TC ENERGY'S DESIGN/ CONSTRUCTION/ ENGINEERING MANUAL AND STANDARDS.
2. E&S ALIGNMENTS ARE INCLUDED AT THE END OF THIS PACKAGE.
3. CONTRACTOR IS TO CONFORM AND COMPLY WITH ALL TRANSITION PIECES FOR THE PROJECT WITH TC ENERGY STANDARDS FOR WELDING DIFFERENT W.T. OF PIPE. REFER TO TC ENERGY WELDING MANUAL, EXHIBIT 2-5" PERMISSIBLE INTERNAL MISMATCH FOR BUTT WELDING".
4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CP AND INSTALLATION INCLUDING BUT NOT LIMITED TO FOREIGN PIPELINE CROSSING TEST STATIONS.
5. CONTRACTOR TO LOCATE AND MARK ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL REMOVE MINIMUM 25' OF THE EXISTING PIPELINES AT ALL ABANDONMENT/CAP AND TIE-IN LOCATIONS UNLESS OTHERWISE SPECIFIED. ALL PIPELINES TO BE ABANDONED SHALL BE PURGED, FILLED WITH FLOWABLE FILL AND PLATED/SEALED.
7. TC ENERGY WILL PROCURE ARO COATING FOR PIPE USED FOR ROAD/HIGHWAY. CONTRACTOR IS RESPONSIBLE FOR UTILIZING WELD KITS FOR THIS SPECIFIC ARO COATING TYPE.
8. CONTRACTOR SHALL REMOVE AND RESET ALL EXISTING FENCING CROSSED BY THE PROJECT IN ACCORDANCE WITH THE SPECIAL UNDERTAKINGS DOCUMENT.
9. CONTRACTOR SHALL PROVIDE A MINIMUM 2 FT CLEARANCE BETWEEN EXISTING AND PROPOSED FOREIGN UTILITIES AND PROPOSED PIPELINE.
10. PARCEL DATA SHOULD NOT BE RELIED ON AS AN ACCURATE LOCATION OF PROPERTY LINES. IT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT WAS GENERATED UTILIZING GIS TAX MAP DATA, RECORD INFORMATION, AND LIMITED FIELD LOCATIONS OF PROPERTY EVIDENCE. IT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY.
11. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS IN THIS DRAWING PACKAGE.
12. ALL PIPELINE CROSSINGS SHALL INCLUDE AN AIR GAP/TIMBER MAT OR AS OTHERWISE REQUIRED BY UTILITY OWNER.
13. THE PIPELINE OPERATING PRESSURE WILL BE 1200 PSIG.
14. PIPELINE TO BE INSTALLED AND MAINTAINED PER 49 CFR 192.
15. ANY SURFACE DISTURBANCE DUE TO TEST PIT/POTHOLE OF EXISTING UTILITIES SHALL BE REPAIRED IN ACCORDANCE WITH LOCAL STATE/COUNTY/TOWNSHIP AUTHORITIES.
16. UNDERGROUND UTILITY INFORMATION DEPICTED ON THESE DRAWINGS IS PRELIMINARY AND LIMITED TO THE PRELIMINARY SURVEY WORK COMPLETED. CONTRACTOR IS RESPONSIBLE FOR ALL EXISTING UTILITIES AND SHALL LOCATE AND MARK PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE COMPLETING A LINE SWEEP SURVEY PRIOR TO CONSTRUCTION COMMENCEMENT. MOTT MACDONALD CANNOT GUARANTEE THAT THE UNDERGROUND UTILITY INFORMATION ON THESE DRAWINGS IS COMPLETE.
17. ALL WELDING SHALL BE PERFORMED BY WELDERS QUALIFIED AND TESTED THROUGH TC ENERGY AND API 1104 STANDARDS
18. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL WHEREVER CONSTRUCTION ACTIVITIES INTERFACE WITH PUBLIC ROADWAYS, ENSURING PUBLIC SAFETY IN THE FORM OF PERSONNEL BARRIERS AND FENCES, WARNING SIGNS, FLASHING LIGHTS, FLAG PERSONS, ETC. ALL CONSTRUCTION AND DETOUR SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
19. COMPANY-SUPPLIED SEGMENTABLE 3DR FITTINGS WILL BE USED FOR PIPELINE BENDS WHERE THE PIPE CANNOT BE FIELD BENT TO THE ANGLE DEPICTED ON THE DRAWING.
20. CONTRACTOR SHALL COLD BEND ALL PIPE BENDS (VERTICAL AND HORIZONTAL) FOR ANGLES LESS THAN 21 DEGREES.
21. MATERIAL TEST REPORTS ARE REQUIRED FOR ALL PRESSURE CONTAINING PIPE, FITTINGS, AND REINFORCEMENTS.
22. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL PROPERTY CORNER MONUMENTATION. ALL PROPERTY CORNER MONUMENTATION THAT IS DAMAGED/REMOVED WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.



REFERENCE DRAWINGS	
DRAWING No	TITLE
24368-03-ML-00-002	TOPOGRAPHIC MAP

REVISION			APPROVAL						
REV No	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTER CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
C	10/2019	ISSUED FOR 90% REVIEW	E.014314	EAP	EB	HNB	EB	DD	MM
D	11/2019	ISSUED FOR BID							

PROFESSIONAL ENGINEER/RPT	PERMIT/ ENG. APPROVAL
	DATE

TC Energy **MOTT MACDONALD**

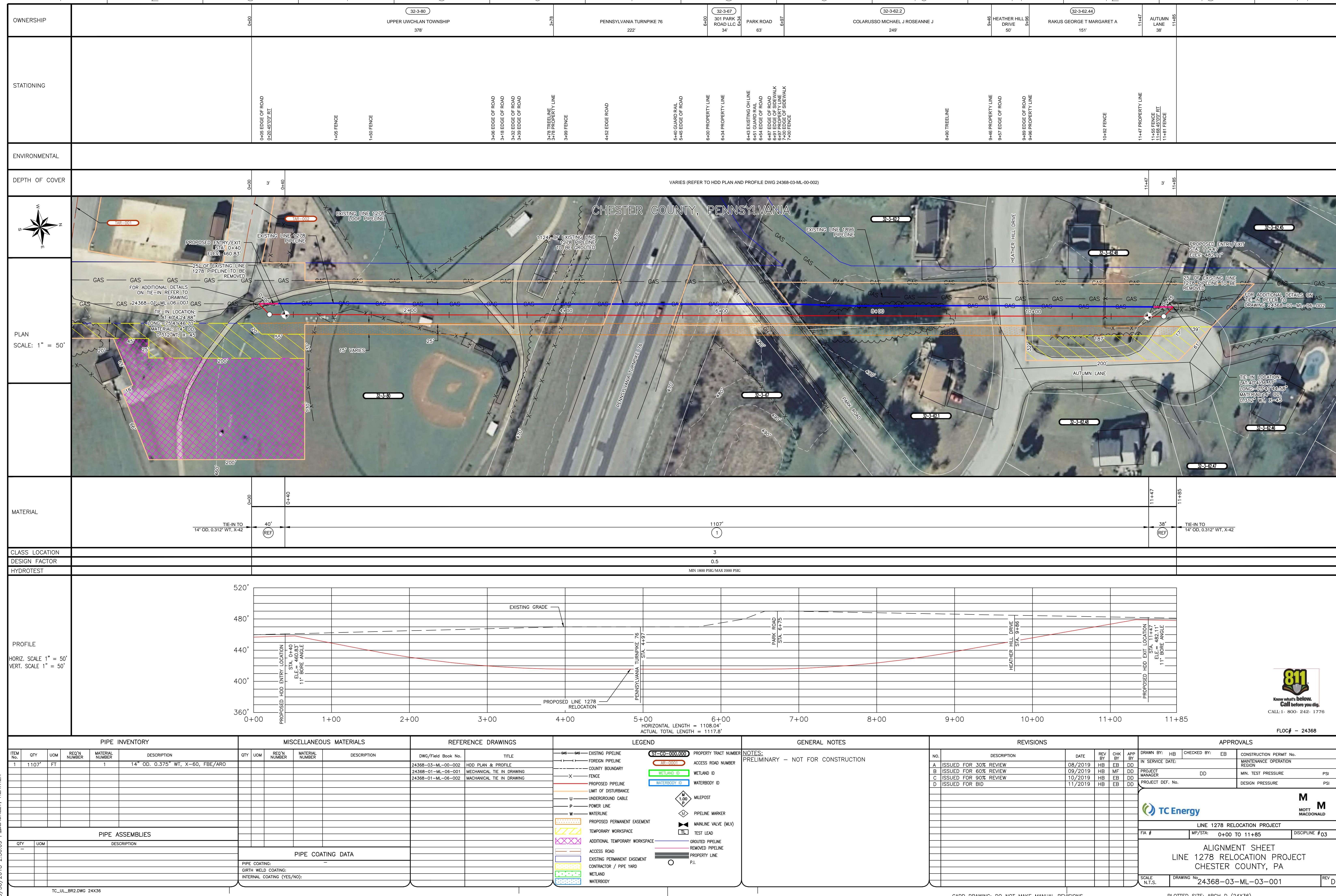
LINE 1278 RELOCATION PROJECT

FIA # - CHAINAGE: DISCIPLINE #03

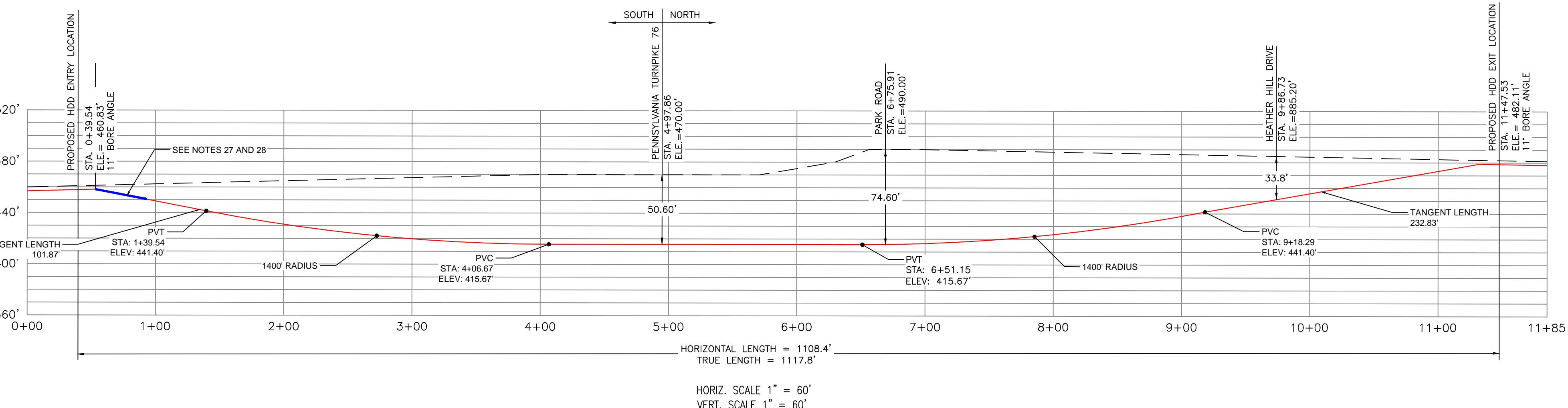
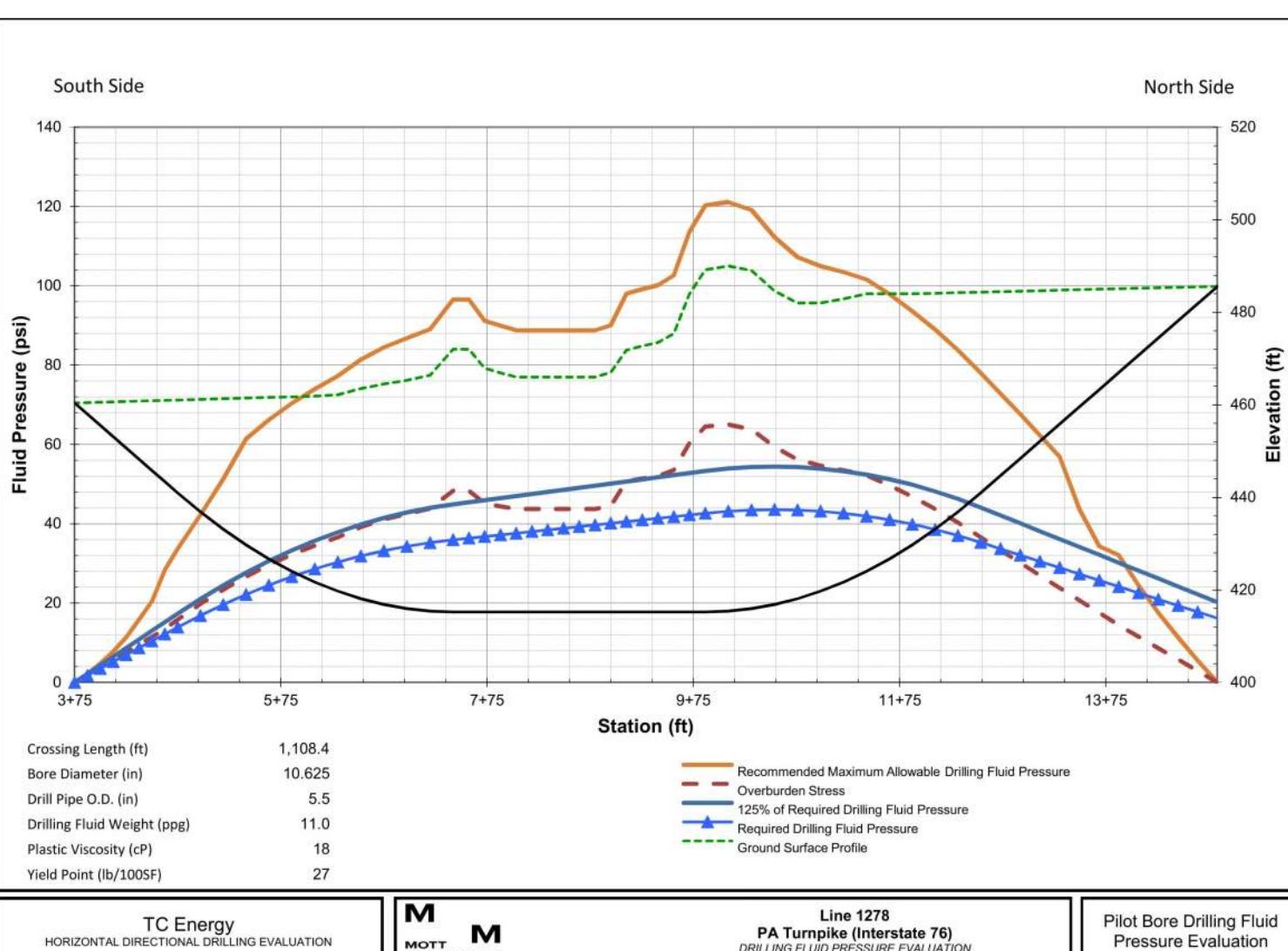
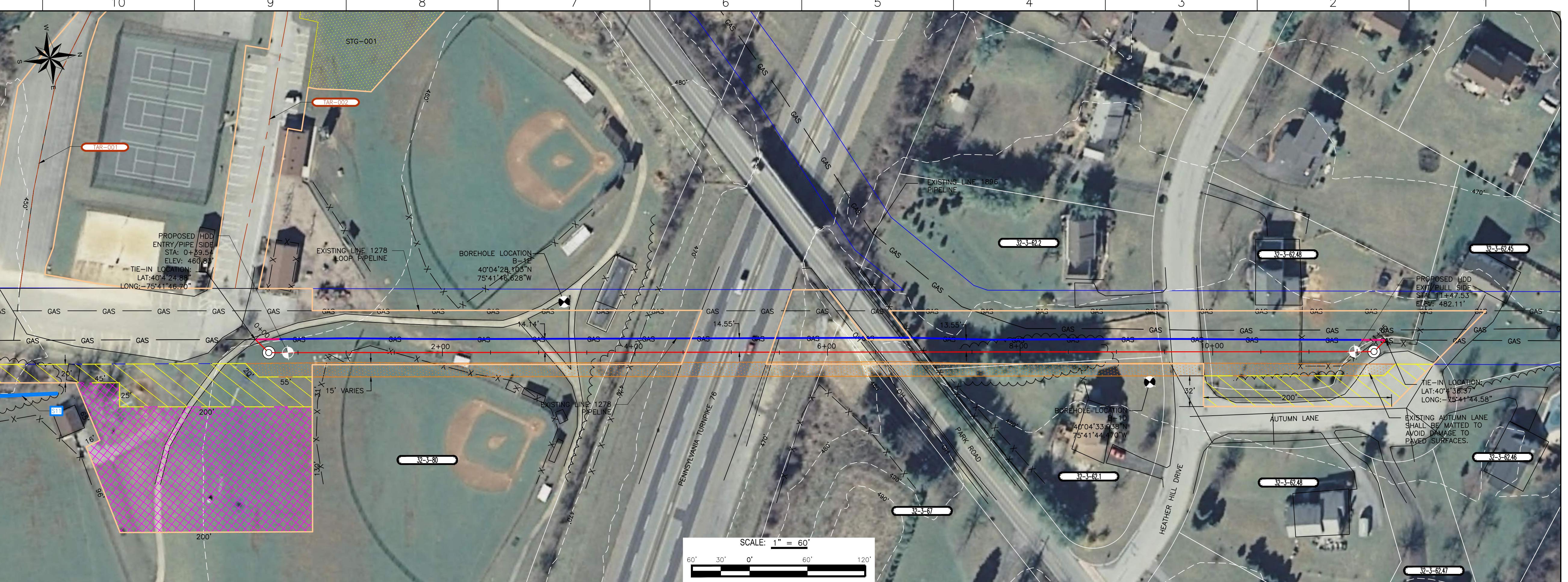
TOPOGRAPHIC MAP

LINE 1278 RELOCATION PROJECT
CHESTER COUNTY, PENNSYLVANIA

SCALE 1 " = 500' DRAWING No 24368-03-ML-00-002 REV D







B

- MATERIALS ORDERED ON ALIGNMENT SHEET DRAWING NO. 24368-03-ML-03-001.
- HDD PIPE: NPS 14 X 0.375 in. W.T. GR API-5L X-60, FBE/ARO COATED.
- MINIMUM FIELD TEST PRESSURE 1800 PSIG.
- MEDIUM OPERATING PRESSURE 1,200 PSIG.
- MEDIUM CARRIED: NATURAL GAS.
- AT THE TIME OF DESIGN (2019) PIPELINE WILL BE IN CLASS 3 LOCATIONS.
- A FOUR HOUR PRETEST SHALL BE PERFORMED BETWEEN 2,000 PSIG AND 2,200 PSIG.
- AN EIGHT HOUR TEST SHALL BE PERFORMED POST INSTALLATION BETWEEN 1,800 PSIG AND 2,000 PSIG.

NOTES:

8. ALL DIMENSIONS AND ELEVATIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.

9. ALL CHAINAGES ARE HORIZONTAL.

10. INSTALL PIPELINE AS CLOSE AS PRACTICAL TO THE PROPOSED PIPELINE CENTERLINE, AS SHOWN ON THE DRAWING. HORIZONTAL DEVIATIONS GREATER THAN 6.5 FEET SHALL BE APPROVED BY TC ENERGY, PRIOR TO COMPLETION OF THE BOREHOLE. UNDER NO CIRCUMSTANCES SHALL THE PIPELINE BE INSTALLED OUTSIDE TC ENERGY'S RIGHT-OF-WAY.

11. CONTRACTOR SHALL PROVIDE A FINAL AS-BUILT PIPELINE PLAN AND PROFILE TO TC ENERGY WITHIN 15 DAYS OF COMPLETION.

NOTES:

- MINIMUM ALLOWABLE 3 JOINT BEND RADIUS IS 950 FEET. MINIMUM ALLOWABLE SINGLE JOINT BEND RADIUS IS 840 FEET.
- INSTALL PIPELINE SO THAT THE FINAL PIPE PROFILE IS OUTSIDE THE EXCLUSION ZONE.
- ENTRY AND EXIT ANGLE SHALL NOT EXCEED 11 DEGREES WITHOUT PRIOR WRITTEN APPROVAL BY TC ENERGY.
- MINIMUM ESTIMATED TRUE LENGTH OF THE DIRECTIONAL DRILL BOREHOLE IS 1,118 FEET.
- CONTRACTOR IS REQUESTED TO PULL AN ADDITIONAL AMOUNT OF PIPELINE, AMOUNT TO BE REQUESTED BY TC ENERGY'S REPRESENTATIVE (MINIMUM 20 FEET), COMPLETELY THROUGH THE BOREHOLE TO ALLOW FOR VISUAL INSPECTION OF POTENTIAL PIPELINE OR COATING DAMAGE.
- INSTALL PIPELINE IN NATURAL, UNDISTURBED SOIL OR BEDROCK.
- GRADE CUT PERMANENT SIDE SLOPES IN SOIL TO 3H TO 1V OR SHALLOWER.
- GRADE CUT PERMANENT SIDE SLOPES IN BEDROCK TO 2H TO 1V OR SHALLOWER.
- TEMPORARY SIDE SLOPES SHALL MEET APPLICABLE TC ENERGY AND GOVERNMENT SAFETY CODES.
- TEMPORARY CONSTRUCTION STOCKPILES SHALL NOT EXCEED A HEIGHT OF 6m AND SHALL BE SAFETY SET BACK FROM ANY EXCAVATION.
- TEMPORARY CONSTRUCTION STOCKPILES SHALL HAVE SLOPES SHALLOWER THAN 2H TO 1V OR FLATTER.
- GRADE SPOIL AREAS TO ENSURE THAT WATER WILL NOT POND ON THE SURFACE OR BE TRAPPED BY THE SPOIL PILES
- COMPACTION REQUIREMENTS AS PER TC ENERGY SPEC TES-CT-EXC-GL AND TES-CT-COMPC-GL. UNFROZEN SOIL SHALL BE USED AS MUCH AS POSSIBLE.

NOTES:

- IF A SUMP PIT IS USED, THE CONTRACTOR SHALL ENSURE DRILLING FLUID IS CONTAINED WITHIN A LINED OR IMPERMEABLE SUMP PIT.
- CONTRACTOR IS RESPONSIBLE FOR PROPER DRILLING FLUID DISPOSAL THAT CONFORMS TO ALL APPLICABLE GOVERNMENT AND TC ENERGY REGULATIONS.
- GRADE CUT PERMANENT SIDE SLOPES IN SOIL TO 3H TO 1V OR SHALLOWER.
- CENTRALIZING CASING SHALL BE USED INSIDE TEMPORARY CASING THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL ENSURE SAFE PASSAGE OF ALL REAMERS, HOLE OPENERS, AND PULLING ASSEMBLIES INTO TEMPORARY CASING(S).
- CONTRACTOR SHALL DRILL THIS INSTALLATION FROM A SOUTH TO NORTH ORIENTATION.
- HDD CONTRACTOR SHALL MOBILIZE THE DRILL RIG TO THE NORTH SIDE OF THE CROSSING PRIOR TO PULLBACK OPERATIONS.
- CONTRACTOR SHALL REVIEW THE ACTUAL BOREHOLE LOGS IN THE CROSSING SPECIFIC GEOTECHNICAL REPORT FOR CONSIDERATION OF ACTUAL GEOTECHNICAL MATERIALS, DRILLING CONDITIONS, AND THEIR MEANS AND METHODS. SEE GEOTECHNICAL DATA REPORT PREPARED BY "GEOFINERS, INC.", DATED MARCH 25, 2014 FOR DETAILED GEOTECHNICAL BOREHOLE LOG INFORMATION.
- THE CONTRACTOR SHALL REFER TO TC ENERGY SPECIFICATIONS TES-CT-HDD-GL AND TES-CT-COMPC-GL. UNFROZEN SOIL SHALL BE USED AS MUCH AS POSSIBLE.
- MINIMUM CLEARANCES AS PER CROSSING AGREEMENTS.

HDD CONSTRUCTION:

- REFERR TO THE MOST RECENT ENVIRONMENTAL PROTECTION PLAN (EPP) AND ENVIRONMENTAL ALIGNMENT SHEETS FOR ENVIRONMENTAL FEATURES.
- CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS AS SET OUT IN THE PROJECT'S ENVIRONMENTAL PROTECTION PLAN.
- NO CLEARING IS TO BE UNDERTAKEN BETWEEN THE ENTRY WORKSPACE AND EXIT WORKSPACE. IF ADDITIONAL ACCESS IS REQUIRED, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE TC ENERGY'S AUTHORIZED REPRESENTATIVE.
- DRURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS SILT FENCES OR BERMS SHALL BE INSTALLED TO PREVENT SEDIMENT RUNOFF INTO THE WATERCOURSE.

ENVIRONMENTAL:

- REFERR TO THE MOST RECENT ENVIRONMENTAL PROTECTION PLAN (EPP) AND ENVIRONMENTAL ALIGNMENT SHEETS FOR ENVIRONMENTAL FEATURES.
- CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS AS SET OUT IN THE PROJECT'S ENVIRONMENTAL PROTECTION PLAN.
- NO CLEARING IS TO BE UNDERTAKEN BETWEEN THE ENTRY WORKSPACE AND EXIT WORKSPACE. IF ADDITIONAL ACCESS IS REQUIRED, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE TC ENERGY'S AUTHORIZED REPRESENTATIVE.
- DRURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS SILT FENCES OR BERMS SHALL BE INSTALLED TO PREVENT SEDIMENT RUNOFF INTO THE WATERCOURSE.

LEGEND:

- GAS EXISTING PIPELINE
- FOREIGN PIPELINE
- COUNTY BOUNDARY
- PROPOSED PIPELINE
- LIMIT OF DISTURBANCE
- UNDERGROUND CABLE
- POWER LINE
- WATERLINE
- PROPOSED PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- EXISTING PERMANENT EASEMENT
- CONTRACTOR / PIPE YARD
- WETLAND
- WATERBODY
- MILEPOST
- PIPELINE MARKER
- MAINLINE VALVE (MLV)
- TEST LEAD
- PROPERTY TRACT NUMBER
- ACCESS ROAD NUMBER
- WATERBODY ID
- WATERBODY
- P.I.

811
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FLOC# - 24368

REFERENCE DRAWINGS

DRAWING No	TITLE
24368-03-ML-03-001	ALIGNMENT SHEET

REVISION

REV No	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTING CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
A	08/2019	ISSUED FOR 30% REVIEW	HB	EB	HB	CB	DD	MM	
B	09/2019	ISSUED FOR 60% REVIEW	HB	EB	HB	CB	DD	MM	
C	10/2019	ISSUED FOR 90% REVIEW	HB	EB	HB	CB	DD	MM	
D	11/2019	ISSUED FOR BID	HB	EB	HB	CB	DD	MM	

APPROVAL

PROFESSIONAL ENGINEER/RPT	PERMIT/ ENG. APPROVAL

PROFESSIONAL ENGINEER/RPT

REV. NO.	DATE	PERMIT NUMBER:

TransCanada
In business to deliver

LINE 1278 RELOCATION PROJECT

FIA #	CHAINAGE:	DISCIPLINE #
		03

HORIZONTAL DIRECTIONAL DRILL LINE 1278 RELOCATION PROJECT
CHESTER COUNTY, PA

SCALE 1"=60' **DRAWING No** 24368-03-ML-00-002 **REV D**



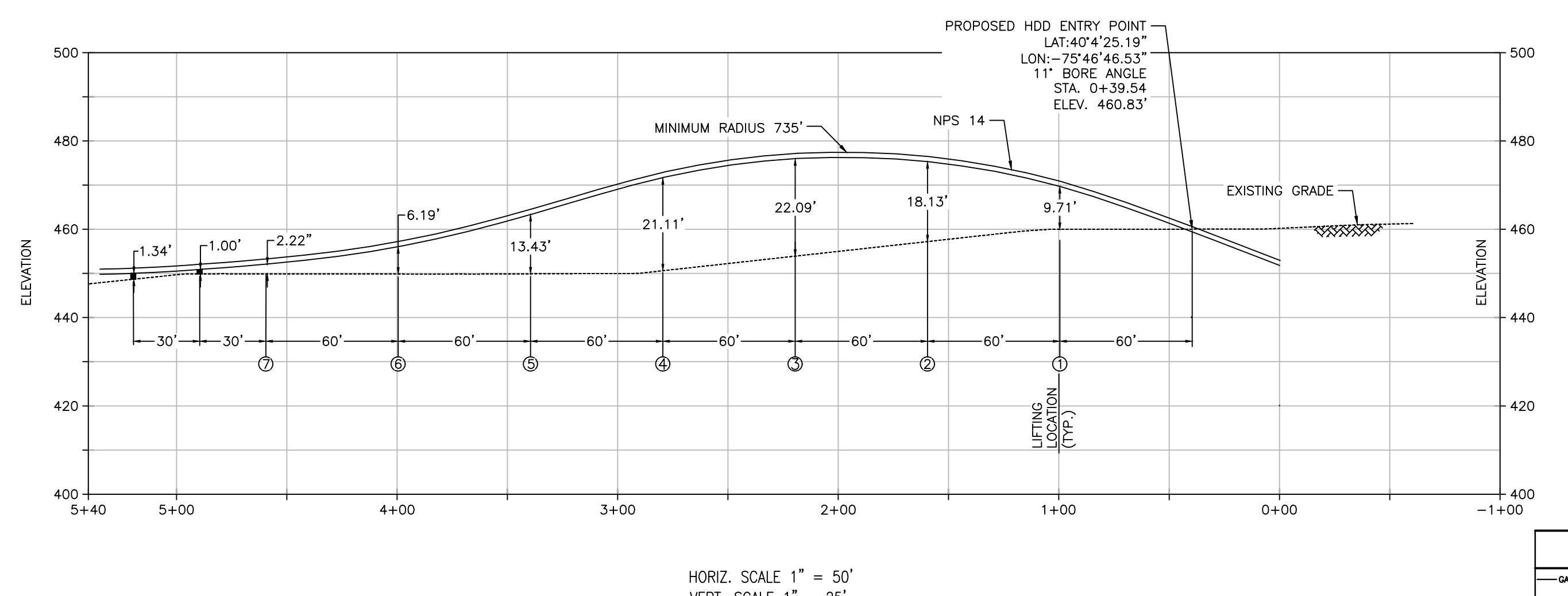
BREAKOVER NOTES:

1. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE SPECIFIED.
2. THE PIPE SECTION WILL BE LOCATED ON THE SOUTH SIDE OF THE CROSSING.
3. THIS DRAWING IS ENGINEERED AND DESIGNED TO ENSURE THE PIPE SECTION IS NOT OVER STRESSED DURING THE INSTALLATION PROCESS. ANY PROPOSED CHANGES TO THIS BREAKOVER DRAWING WILL REQUIRE APPROVAL FROM TC ENERGY'S AUTHORIZED REPRESENTATIVE.
4. AS THIS IS A MOVING LOAD, THE CONTRACTOR IS REQUIRED TO USE ONLY 50 PERCENT OF THE LOAD CAPACITY OF THE LIFTING DEVICE.
5. THE SUPPORT PLACEMENT AND SPACING SHOWN IS BASED ON PROVIDED TOPOGRAPHICAL LIDAR DATA. THE CONTRACTOR SHALL FIELD FIT EQUIPMENT ACCORDING TO THE TERRAIN OR OTHER ON-SITE REQUIREMENTS ADHERING TO A MAXIMUM SPACING PROVIDED OF 60 FEET BETWEEN ANY TWO SUPPORTS.
6. ROLLER CRADLES SHALL BE ATTACHED TO THE SIDE BOOMS.
7. LARGEST EXPECTED VERTICAL LOADS FOR A SINGLE SUPPORT IS APPROXIMATELY 6,065 lbf, FOR THE SHOWN DESIGN. EQUIPMENT SHALL BE SIZED WITH AN ADEQUATE SAFETY FACTOR (2.0 TIMES OR GREATER) TO SAFELY HANDLE EXPECTED LOADS AND TO SUIT THE HEIGHTS RECOMMENDED TO FACILITATE THE PROPER RADIUS OF CURVATURE. IT IS EXPECTED THAT EXTENDED BOOM LENGTHS OR RAMPING UNDER SIDEBOOMS MAY BE NECESSARY.
8. SHOWN PIPE ROLLER SPACING (BEYOND LIFTING POINT 7) IS BASED ON ROLLER LOAD CAPACITY OF 3,750 lbf. ROLLER SPACING SHALL BE ADJUSTED TO SUIT MODEL OF ROLLER USED.
9. PROPER PADDING/RAMPING ABOVE EXISTING LINES IS REQUIRED FOR ALL AREAS IN WHICH HEAVY EQUIPMENT IS MOVED OR PLACED WHERE THE EQUIPMENT MAY IMPACT THESE LINES.
10. CARE MUST BE TAKEN IN MANIPULATING THE FIRST AND LAST SECTION OF PIPE THROUGHOUT THE INSTALLATION. THE MAXIMUM UNSUPPORTED LENGTH AT THE LEADING AND TRAILING ENDS OF THE FULL SECTION SHALL NOT EXCEED 20 FEET IN ORDER TO PREVENT OVERSTRESSING OF THE PIPE.
11. ROLLER SPACING BEYOND BREAKOVER SECTION SHALL BE 30 FEET OR LESS. UNDER NO CIRCUMSTANCES SHALL THE FULLY STAGED PRODUCT PIPE TOUCH THE GROUND SURFACE DURING INSTALLATION OPERATIONS. CONTRACTOR TO VERIFY ROLLER SPACING IS SUFFICIENT FOR STAGING THE PRODUCT PIPE WITHOUT OVER STRESSING THE PIPE.

PIPE LAYOUT NOTES:

12. THIS DRAWING IS FOR INFORMATION ONLY TO INFORM THE CONTRACTOR OF THE MINIMUM AMOUNT OF SUPPORT EQUIPMENT TO BE PROVIDED. CONTRACTOR SHALL MODIFY THIS PLAN (AS REQUIRED) TO ENSURE THE PRODUCT PIPE SECTION IS SUFFICIENTLY SUPPORTED AT ALL TIMES DURING INSTALLATION. IT IS EXPECTED THAT THE PIPELINE CONTRACTOR WILL CHOOSE THE TYPE AND SIZE OF EQUIPMENT TO MANAGE THE SUPPORT LOADS AND PICTORIALS DESCRIBED ABOVE ARE NOT MEANT TO IDENTIFY EQUIPMENT TYPE.
13. CONTRACTOR TO TAKE ALL PRECAUTIONS TO MINIMIZE DAMAGE TO PIPE COATING DURING INSTALLATION. ANY DAMAGE TO COATING SHALL BE REPAIRED AS SPECIFIED IN CONTRACT DOCUMENTS.
14. CONTRACTOR SHALL ENSURE THAT THERE IS MINIMAL PUBLIC DISTURBANCE AND DISRUPTION DURING ALL PARTS OF THE WORK.
15. BREAKOVER ANALYSIS SHALL BE DESIGNED AS PER TC ENERGY STANDARD TES-ME-PTMB-GL.

PENNSYLVANIA TURNPIKE 76 PIPE STRING					
LIFTING POINT	LIFTING HEIGHT FROM GROUND (ft)	LIFTING HEIGHT FROM ENTRY POINT (ft)	DISTANCE FROM BREAK-OVER ENTRY POINT (ft)	SUPPORT LOAD (lbf)	
1	9.71	10.29	60	5,621	
2	18.13	15.94	120	2,889	
3	22.09	16.68	180	3,051	
4	21.11	12.52	240	6,065	
5	13.43	4.18	300	1,557	
6	6.19	-3.22	360	2,979	
7	2.22	-7.27	420	3,163	
ROLLER SUPPORT (MAX. LOAD LOCATION)	-	-	ROLLER SPACING 30ft	2,500	



HORIZ. SCALE 1" = 50'
VERT. SCALE 1" = 25'

LEGEND	
GAS	EXISTING PIPELINE
—	FOREIGN PIPELINE
—	COUNTY BOUNDARY
X	PROPOSED PIPELINE
—	LIMIT OF DISTURBANCE
U	UNDERGROUND CABLE
P	POWER LINE
W	WATERLINE
—	PROPOSED PERMANENT EASEMENT
—	TEMPORARY WORKSPACE
X	ADDITIONAL TEMPORARY WORKSPACE
—	ACCESS ROAD
—	EXISTING PERMANENT EASEMENT
—	PROPOSED BREAKOVER
—	WETLAND / YARD
—	WATERBODY
—	MILEPOST
—	Pipeline Marker
—	Mainline Valve (MLV)
—	Test Lead
—	GROUTED PIPELINE
—	REMOVED PIPELINE
—	CONTRACTOR / PIPE YARD
—	PROPERTY LINE
—	P.I.



TC Energy
LINE 1278 FORCED RELOCATION PROJECT
FIA # CHAINAGE: DISCIPLINE # 03
HORIZONTAL DIRECTIONAL DRILL LINE 1278 RELOCATION PROJECT BREAKOVER PLAN AND PROFILE
SCALE 1"=60' DRAWING No 24368-03-ML-00-003 REV D

REFERENCE DRAWINGS

DRAWING No	TITLE
24368-03-ML-08-001	ALIGNMENT SHEET
24368-03-ML-HDD-001	HORIZONTAL DIRECTIONAL DRILL LINE 1278 RELOCATION PROJECT

REVISION

REV No	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTING CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
C	10/2019	ISSUED FOR 90% REVIEW	MR	EB	ME	GD	DD	MM	
D	11/2019	ISSUED FOR BID	MR	EB	ME	GD	DD	MM	

APPROVAL

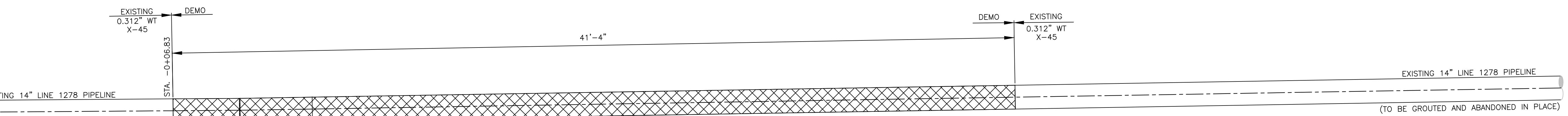
PROFESSIONAL ENGINEER/RPT	PERMIT/ ENG. APPROVAL
	DATE

PROFESSIONAL ENGINEER/RPT PERMIT/ ENG. APPROVAL

REV. NO.	DATE	PERMIT NUMBER:

12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1

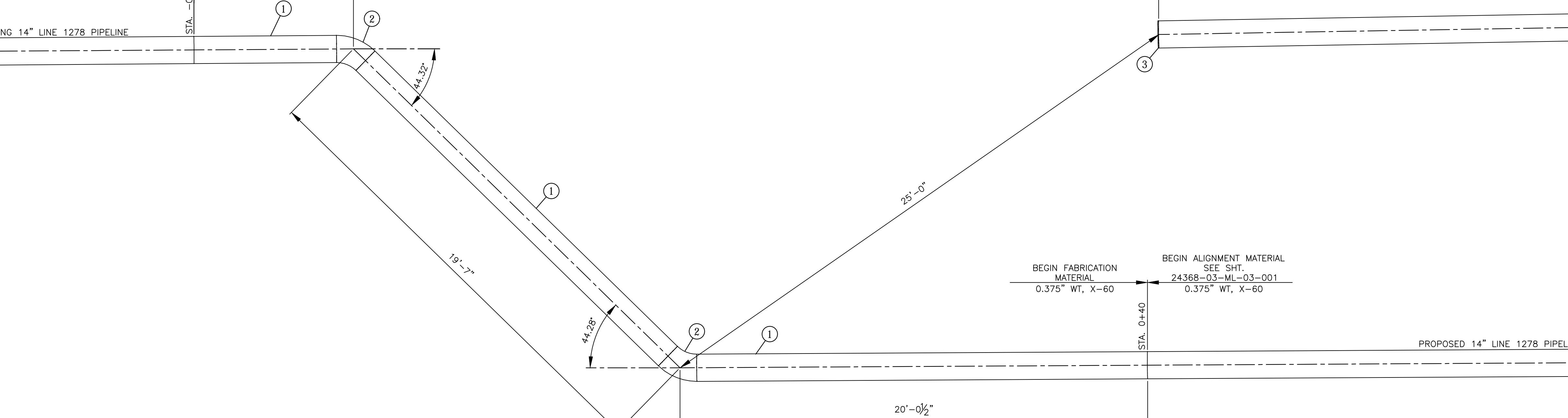
TC ENERGY - LINE 1278 - SOUTHERN TIE-IN - BILL OF MATERIALS						
NO	QTY	UNIT	SIZE	DESCRIPTION		REMARKS
1	50	FT	14"	PIPE, NPS 14", 0.375" WT, SMLS/ERW, API 5L-PSL2 X60, COATED, 14-16 MIL THK, FBE		
2	2	FT	14"	ELBOW, 45° LR, NPS 14", 0.375" WT, BW, A234 WPB, ASME B16.9		
3	1	FT	14"	PLATE, NPS 14", 0.375" WT		



PLAN VIEW - EXISTING
THIS DWG.
SCALE: 3/8" = 1'-0"



PLAN VIEW - EXISTING
THIS DWG.
SCALE: 3/8" = 1'-0"



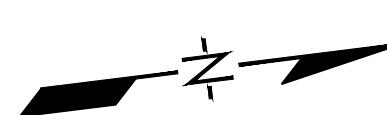
PLAN VIEW - PROPOSED
THIS DWG.
SCALE: 3/8" = 1'-0"

REFERENCE DRAWINGS	
DRAWING NO	TITLE

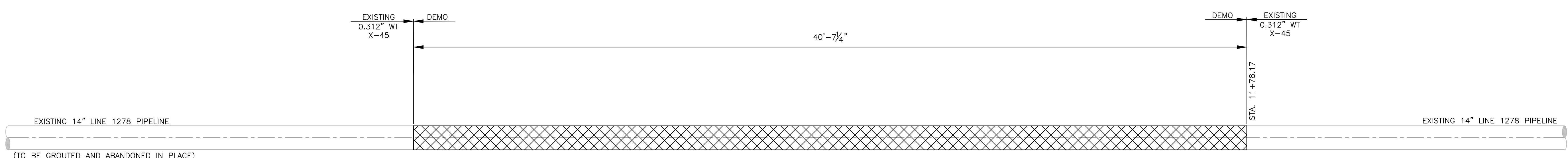
REVISION			APPROVAL						
REV. NO	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTING CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
D	11/2019	ISSUED FOR BID	-	RJW	CWB	HNB	EB	DBD	MM

PROFESSIONAL ENGINEER/RPT	PERMIT/ ENG. APPROVAL

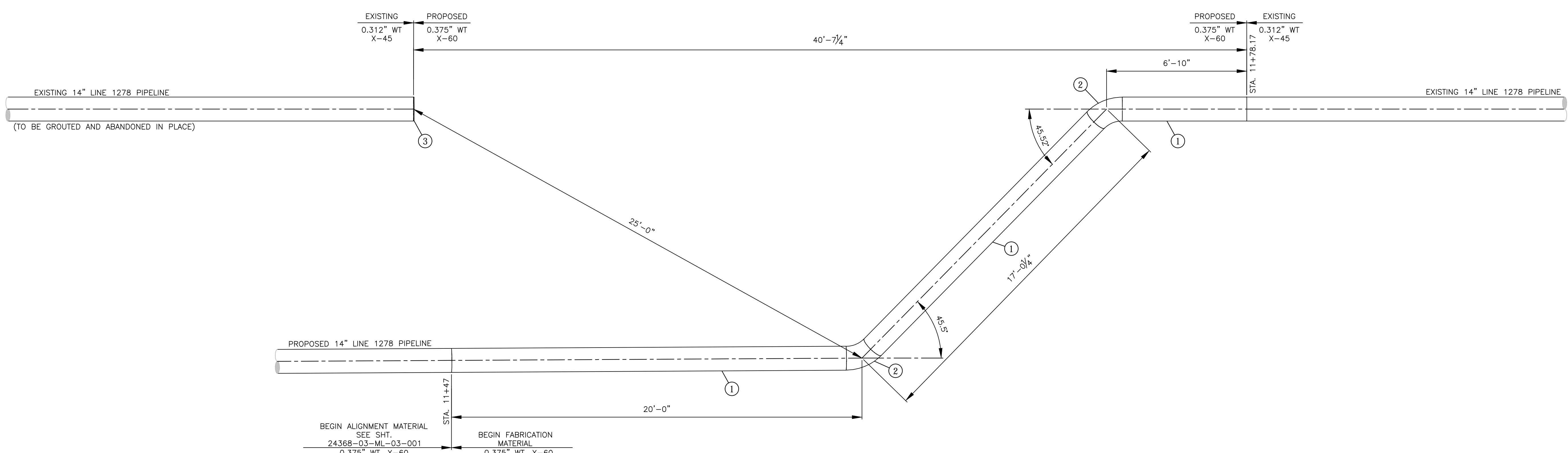
TIME DESIGNFILE	
TC Energy	MOTT MACDONALD
LINE 1278 RELOCATION PROJECT	
FIA # -	CHAINAGE: DISCIPLINE # 03
SOUTHERN TIE-IN DETAIL (STATION -0+06.83)	
LINE 1278 REPLACEMENT PROJECT	
CHESTER COUNTY, PA	
SCALE AS NOTED	DRAWING NO 24368-01-ML-06-001
REV D	PLOTTED SIZE: ARCH D (24x36)



TC ENERGY - LINE 1278 - NORTHERN TIE-IN - BILL OF MATERIALS						
NO	QTY	UNIT	SIZE	DESCRIPTION	REMARKS	
1	50	FT	14"	PIPE, NPS 14", 0.375" WT, SMLS/ERW, API 5L-PSL2 X60, COATED, 14-16 MIL THK, FBE		
2	2	FT	14"	SEGMENTABLE ELBOW, 90° LR, NPS 14", 0.375" WT, BW, A860 WPHY 52, MSS SP75		
3	1	FT	14"	PLATE, NPS 14", 0.375" WT		

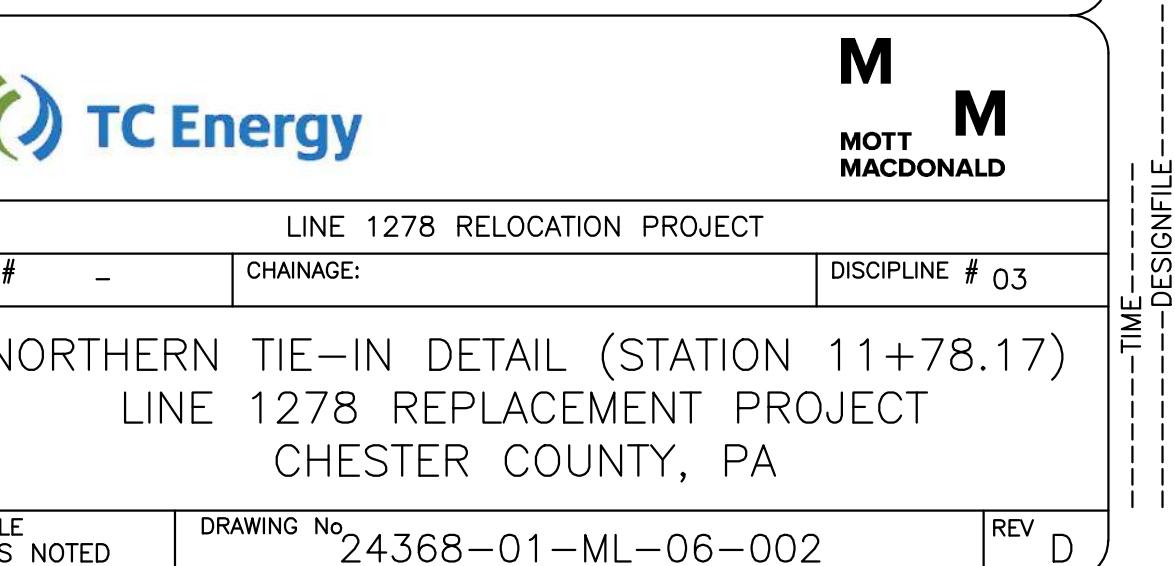


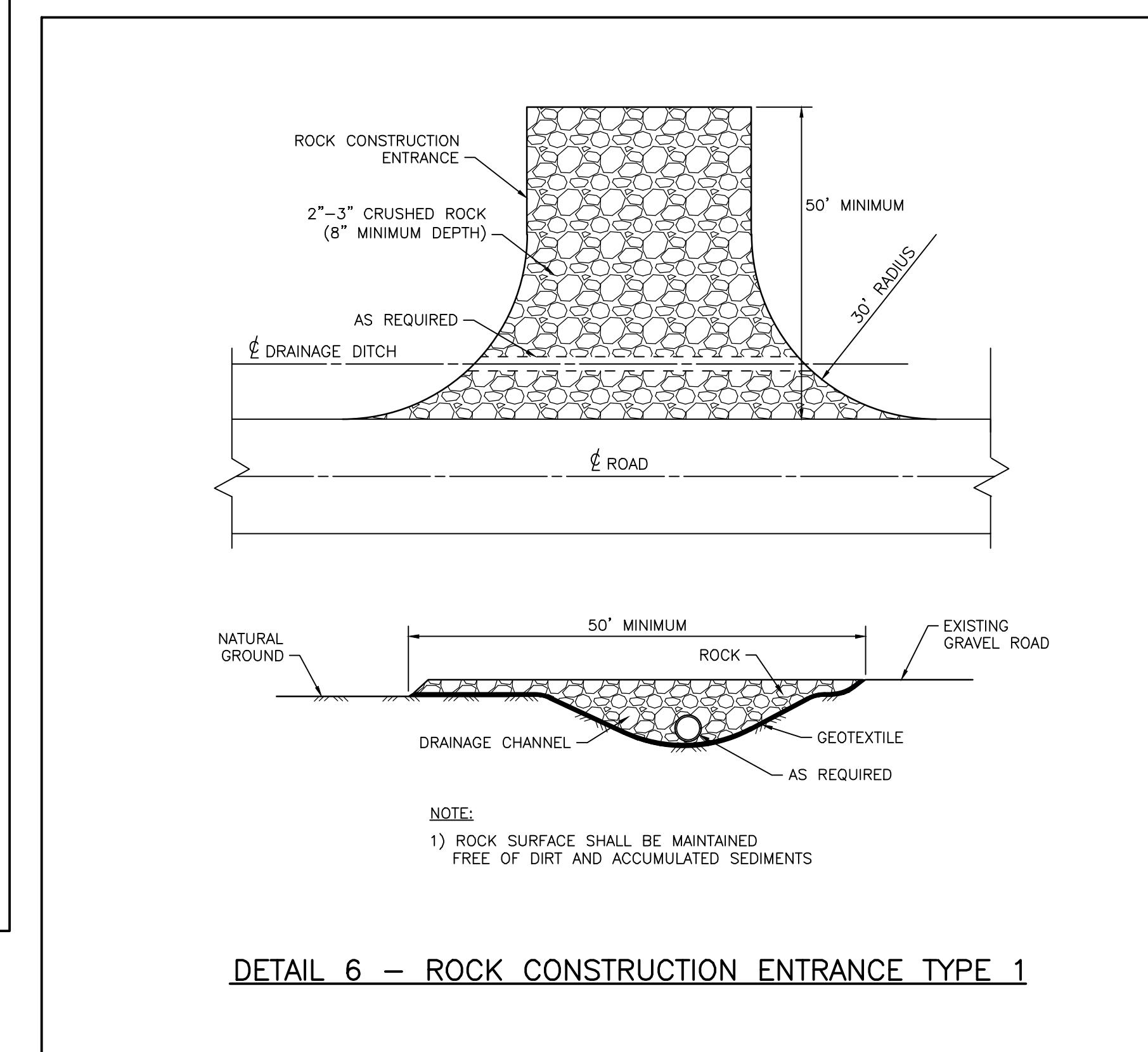
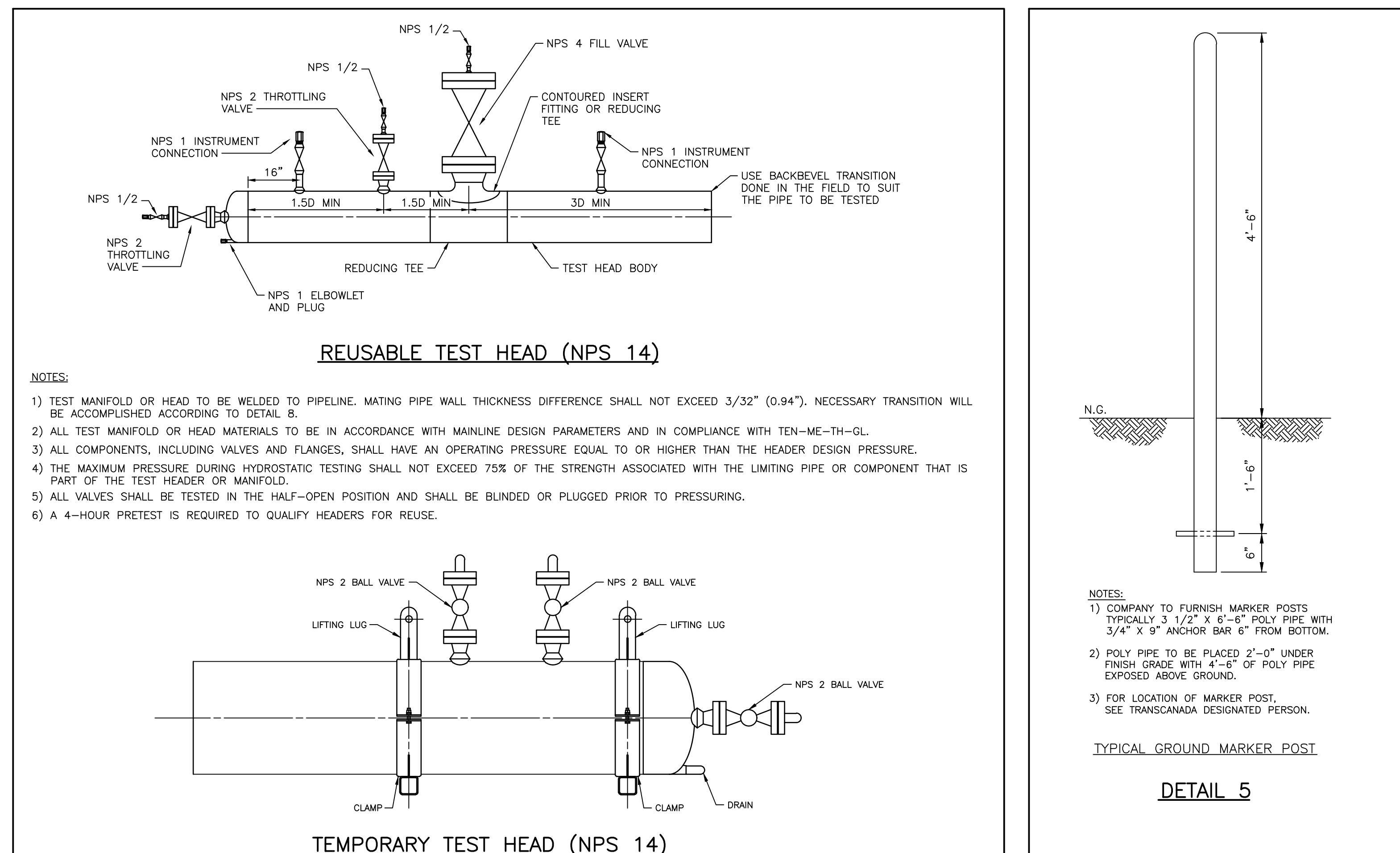
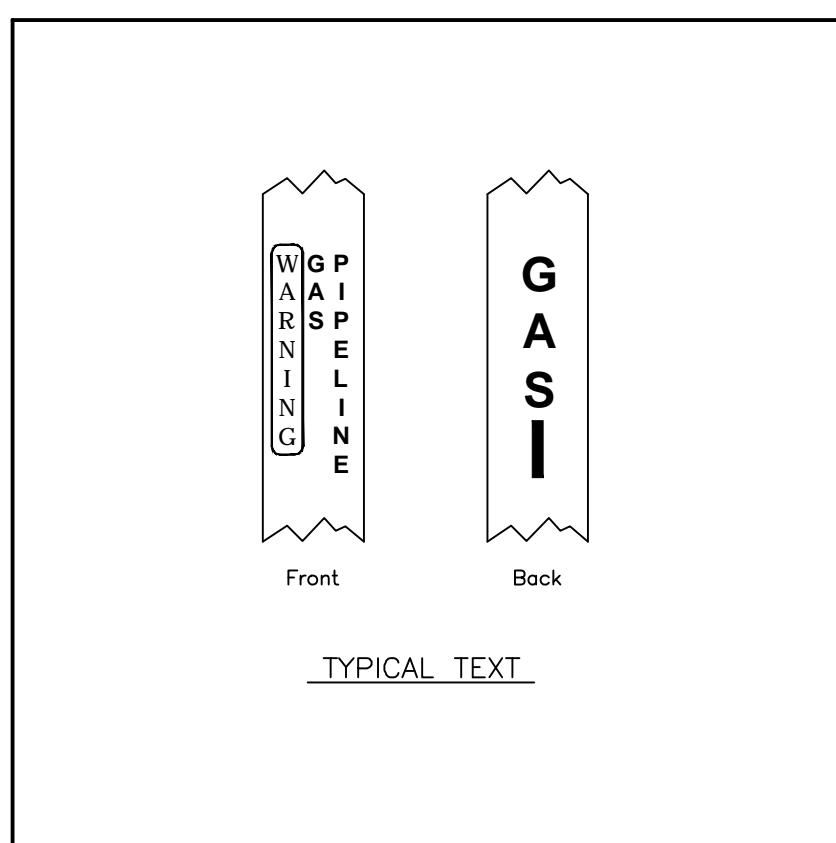
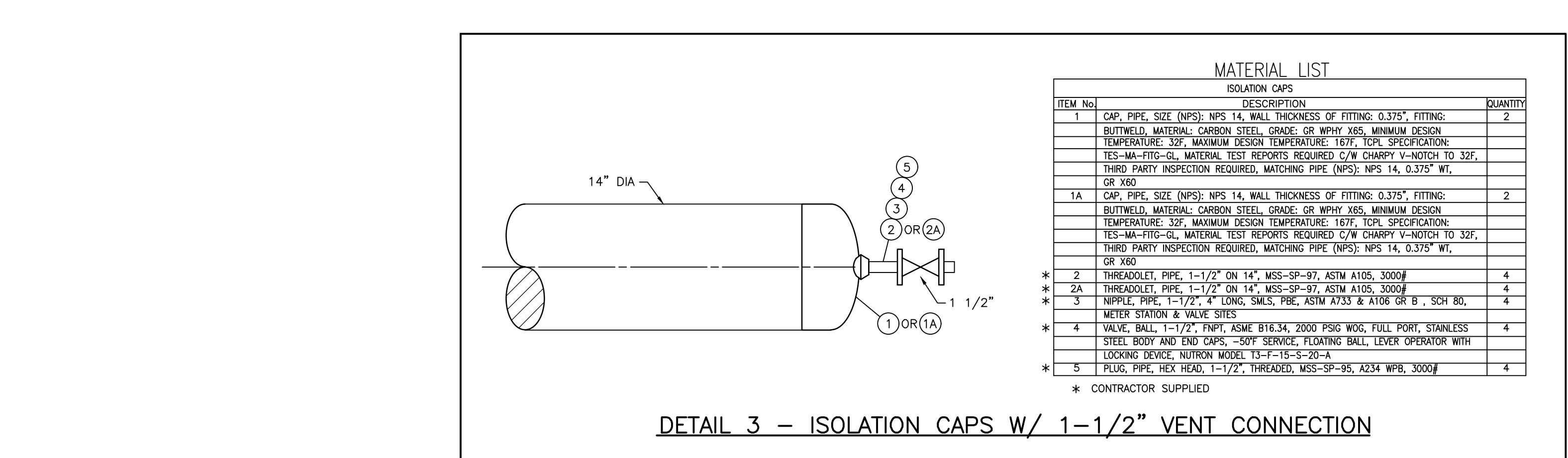
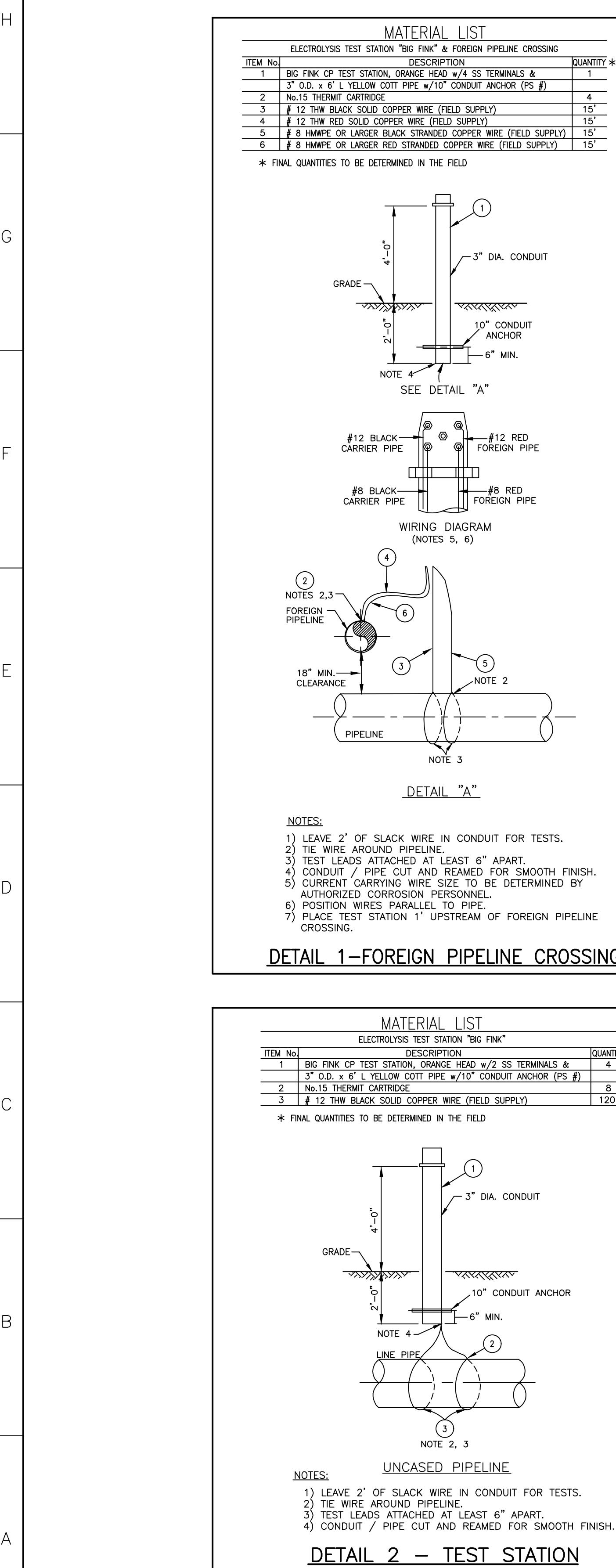
PLAN VIEW - EXISTING



A rectangular area filled with a diagonal hatching pattern, consisting of many thin, intersecting lines forming a grid. This area is intended to be removed or replaced with a solid color.

PROFESSIONAL ENGINEER/RPT		PERMIT/ ENG. APPROVAL	
		DATE	
REV. NO.	DATE	PERMIT NUMBER:	

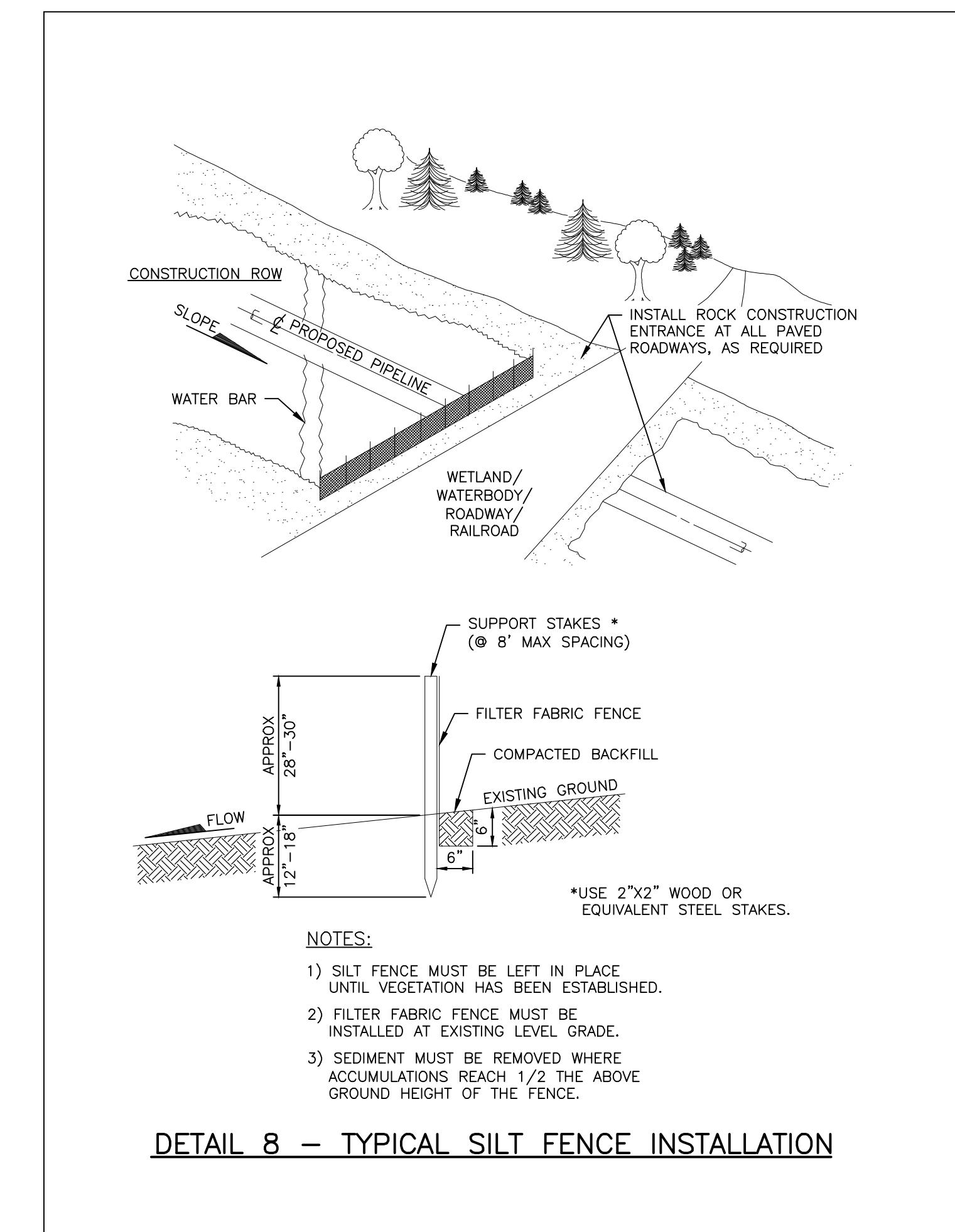
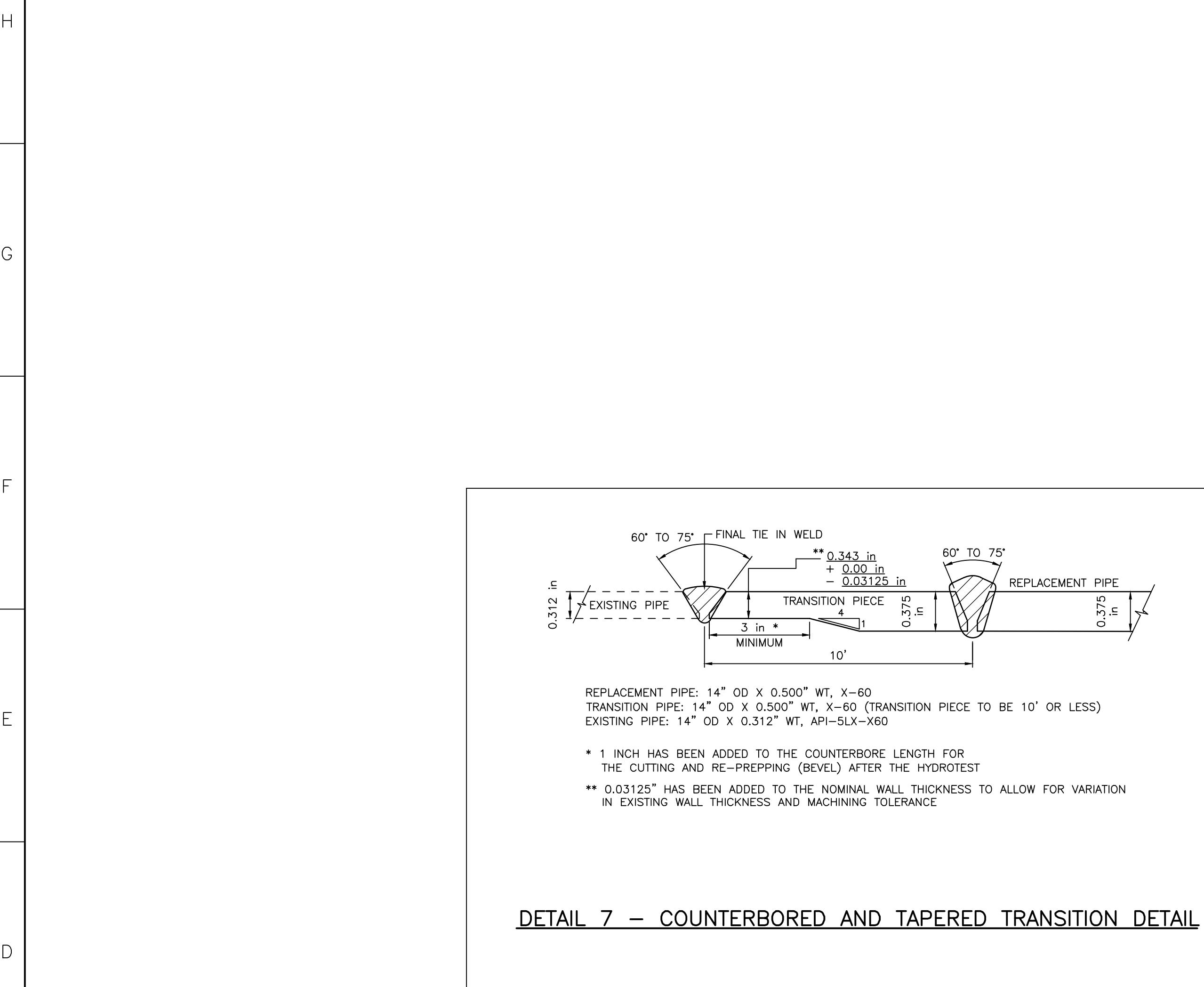




REFERENCE DRAWINGS		REVISION				APPROVAL					
DRAWING No	TITLE	REV No	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTING CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
-		B	09/2019	ISSUED FOR 60% REVIEW		HB	EB	HB	CB	DD	MM
		C	10/2019	ISSUED FOR 90% REVIEW		HB	EB	HB	CB	DD	MM
		D	11/2019	ISSUED FOR BID		HB	EB	HB	CB	DD	MM

REV. NO. DATE PERMIT NUMBER: DATE

MOTT MACDONALD		TC Energy		LINE 1278 RELOCATION PROJECT					
FIA #	CHAINAGE:			DISCIPLINE # 03					
TYPICALS									
LINE 1278 RELOCATION PROJECT									
SCALE AS SHOWN	DRAWING No	24368-03-ML-TYP-001	REV D	PERMIT NUMBER:	DATE				



REFERENCE DRAWINGS	
DRAWING No	TITLE
-	
B	09/2019 ISSUED FOR 60% REVIEW
C	10/2019 ISSUED FOR 90% REVIEW
D	11/2019 ISSUED FOR BID

REVISION			APPROVAL						
REV No	DATE	DESCRIPTION	PROJECT CODE	DRAFTER	DRAFTING CHECKER	DESIGNER	DESIGN CHECKER	PROJECT MANAGER	COMPANY
B	09/2019	ISSUED FOR 60% REVIEW		HB	EB	HB	CB	DD	MM
C	10/2019	ISSUED FOR 90% REVIEW		HB	EB	HB	CB	DD	MM
D	11/2019	ISSUED FOR BID		HB	EB	HB	CB	DD	MM

PROFESSIONAL ENGINEER/RPT			PERMIT/ ENG. APPROVAL	
			DATE	
REV. NO.	DATE	PERMIT NUMBER:		

M MOTT MACDONALD		
TC Energy		
LINE 1278 RELOCATION PROJECT		
FIA #	CHAINAGE:	DISCIPLINE # 03
TYPICALS		
LINE 1278 RELOCATION PROJECT		
CHESTER COUNTY, PA		
SCALE AS SHOWN	DRAWING N ^o 24368-03-ML-TYP-002	REV D

EXHIBIT C

CHAPTER 110 OF THE TOWNSHIP CODE

*Township of Upper Uwchlan, PA
Tuesday, February 19, 2019*

Chapter 110. Noise

[HISTORY: Adopted by the Board of Supervisors of the Township of Upper Uwchlan 5-16-2016 by Ord. No. 2016-05. Amendments noted where applicable.]

§ 110-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context:

COMMERCIAL CONSTRUCTION

The operation of heavy construction equipment in construction or demolition projects.

CONSTRUCTION

Any site preparation, assembly, erection, repair, alteration, remodeling, or similar action, including demolition and removal of buildings or structures.

CONTIGUOUS LAND USE

Any land use bordering or abutting, whether divided by real property boundary or by real property boundary and public street.

CONTINUOUS SOUND

Any sound which is static, fluctuating or intermittent with a recurrence greater than one time in any fifteen-second interval.

DECIBEL (dB)

A numerical expression of the relative loudness of sound.

DEMOLITION

Any dismantling, destruction, or removal of buildings, structures or roadways.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

HEAVY CONSTRUCTION EQUIPMENT

Trucks with three or more axles and earthmoving grading equipment.

IMPULSIVE SOUND

Sound of short duration with an abrupt onset and rapid decay and an occurrence of not more than one time in any fifteen-second interval.

NOISE

Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

PLAINLY AUDIBLE SOUND

Any sound that can be detected by a person using his or her unaided hearing facilities.

PURE TONE

Any sound which can be distinctly heard as a single pitch or set of single pitches. For the purposes of this chapter, a pure tone shall exist if the 1/3 octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous 1/3 octave bands by five dB for center frequencies of 500Hz and above, or by eight dB for center frequencies between 160 Hz and 400 Hz and by 15 dB for center frequencies less than or equal to 125Hz.

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RECEIVING LAND USE

The land use which is a contiguous land use to the noise source.

SOUND

An oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

SOUND DISSIPATIVE DEVICE

A noise-control device intended to abate or lessen the noise made by vehicles, equipment or machinery.

SOUND LEVEL

The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level matters (ANSI Si.4-1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

SOUND LEVEL METER

An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter and weighting networks used to measure sound pressure levels. The sound level meter used for testing purposes in accordance with this chapter shall meet the current American National Standard Institute specifications.

§ 110-2. Prohibited acts; general standards; exceptions.

A. Specific prohibited acts. The following actions are specifically prohibited, regardless of the sound level which is emitted, unless otherwise exempted in this chapter:

- (1) No person shall operate or permit the outdoor operation of any tools, equipment or machinery used for commercial construction, drilling or demolition, or in the sweeping of parking lots in such a manner as to be plainly audible across a property line, except between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and from 9:00 a.m. to 5:00 p.m. on Saturdays. It shall be unlawful to operate or permit the outdoor operation of any tools, equipment or machinery used for commercial construction, drilling or demolition, or in the sweeping of parking lots in such a manner as to be plainly audible across a property line on Sundays and legal holidays (which shall include the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas).

(2) No person shall operate or permit the outdoor operation of any powered tool, equipment or machinery (including but not limited to electrically powered saw, drill, sander, grinder, lawn or garden tool) in such a manner as to be plainly audible across a property line except between the hours of 7:00 a.m. and 9:00 p.m. every day of the week.

(3) No person shall load or unload trucks or other motor vehicles or open, close or otherwise handle boxes crates, containers, building materials, garbage cans or other objects in such a manner as to be plainly audible across a property line, except between the hours of 7:00 a.m. and 9:00 p.m. every day of week, except that municipal trash trucks may operate between the hours of 6:00 a.m. and 9:00 p.m. every day of the week.

(4) No person shall repair, rebuild, or test or otherwise work on any motorcycle, motor vehicle, motorboat or aircraft outdoors in such a manner as to be plainly audible across a property line, except between the hours of 7:00 a.m. and 9:00 p.m. every day of the week.

B. General performance standards/noise levels.

(1) In those cases not specifically controlled by Subsection **A** above, no person shall operate or cause to be operated on private or public property any source of continuous sound (any sound which is static, fluctuating or intermittent with a recurrence greater than one time in any fifteen-second interval) in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in the following table when measured at or within the property boundary of the receiving land use. All measurements shall be made with a sound level meter which is in conformance with American Standards Association specifications.

(2) Continuous sound levels by receiving land use.

Receiving Land Use Category	Time	Sound Level Limit (dBA)
Residential, Public Space, Open Space	7:00 a.m. to 10:00 p.m.	65
	10:00 p.m. to 7:00 a.m.	60
Commercial or Business	7:00 a.m. to 10:00 p.m.	65
	10:00 p.m. to 7:00 a.m. plus	60
	Sundays and legal holidays	
Industrial	At all times	70

(3) Correction for character of sound. For any source of sound which emits a pure tone, the maximum sound-level limits set forth in the above table shall be reduced by five dBA. For any source of sound which emits an impulsive sound, the excursions of sound pressure level shall not exceed 20 dBA over the ambient sound level, regardless of time of day or night of receiving land use, using the "fast" meter characteristics of Type II Meter, meeting the ANSI specifications S1.4-1971.

(4) The maximum permissible sound level as listed in the previous table shall not apply to any of the following noise sources:

(a) The emission of sound for the purpose of alerting persons to the existence of an emergency or associated practice drills.

(b) Emergency work to provide electricity, water or other public utilities when public health or safety is involved.

(c) Domestic power tools.

(d) Agriculture.

(e) Public celebrations, when specifically authorized by the Township.

(5) Motor vehicle operations shall not exceed the noise levels established in Chapter 157 of Title 67 of the Pennsylvania Code of Regulations, Subchapter B, Established Sound Levels.

§ 110-3. Administration and enforcement.

The Upper Uwchlan Township Police and the Upper Uwchlan Township Zoning Officer shall have the power to administer the terms of this chapter, investigate complaints and prosecute violations of this chapter in accordance with § 110-4 of this chapter. When enforcing the terms of this chapter, the Police and Zoning Officer may retain consultants and engineers with experience in measuring sound levels with the use of sound level meters.

§ 110-4. Violations and penalties.

Any person who violates or permits the violation of any provision of this chapter shall, upon conviction thereof in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense, and shall be subject to the payment of a fine of not less than \$100 and not more than \$1,000, plus the costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than thirty (30) days. Each section of this chapter violated shall constitute a separate offense, and each day or portion thereof in which a violation of this chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not less than \$100 and not more than \$1,000, plus costs of prosecution, or upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than thirty (30) days. All fines and penalties collected for violation of this chapter shall be paid to the Township Treasurer.



700 Louisiana Street, Suite 700
Houston, TX 77002-2761
e-mail: us_land@tcenergy.com

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RECEIVED
JAN 15 2020
UPPER UWCHLAN TWP.

January 14, 2020

Upper Uwchlan Township
331 Park Rd.
Downingtown, PA 19335

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
- 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**

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- 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 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**.

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 _____ / _____
LANDOWNER (please print and sign your name) _____
Signature _____
Date _____

Landowner Notification

Project Name: CGT Line 1278 Pipe Relocation - Chester PA

Landowner Name: Upper Uwchlan Township

Chester County, Pennsylvania

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 _____
LANDOWNER (please print and sign your name) _____
Date _____



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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ADMINISTRATION

TO: BOARD OF SUPERVISORS
Shanna Lodge, Acting Township Manager
John DeMarco, Chief of Police
Sandy Diffendal, Accounting Associate
Jill Bukata, Township Treasurer

FROM: Gwen Jonik, Township Secretary

RE: Disposition of Township Property – Police Vehicle

DATE: February 14, 2020

The Police Department has replaced a 2013 Ford Interceptor Sedan (VIN # 1FAHP2M87DG105888) and offered the vehicle for sale. It was posted for sale via Municibid January 31, 2020, and duly advertised in the Daily Local News. The auction will close at 5:00 PM Monday, February 17, 2020.

Kelly Blue Book value is @ \$3,000.00. As of this writing, the bidding has reached \$4,200.00.

The Board will be provided with the high bid amount at your February 18, 2020 meeting and will be asked at that time to accept or reject the high bid.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

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ADMINISTRATION

TO: **BOARD OF SUPERVISORS**
Shanna Lodge, Acting Township Manager

FROM: **Gwen Jonik, Township Secretary**

RE: **Disposition of Township Property – Office Furniture**

DATE: **February 14, 2020**

As you are aware, new office furniture has been ordered for Administration and the Police Department. The existing furniture has been offered to the Public Works Department and the Municipal Authority. The Municipal Authority has replied they have no need for any of the items. If the furniture can't be used by Public Works, they could be placed for sale on Municibid. If the items don't sell, they could be donated to non-profit Agencies such as fire/ambulance companies, according to Second Class Township Code Section 1504.

I respectfully request the Board authorize advertising for sale, via Municibid, the items that can't be used by Public Works. The Board will have the opportunity to accept or reject the high bids at your March 16, 2020 meeting.

Summary of Administration's Furniture Inventory:

Desks: 9

Chairs: 14 rolling desk chairs, 16 guest chairs, 54 stacking chairs

Filing cabinets: 18 – various sizes

Bookcases: 2 - various sizes