



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING

AGENDA
APRIL 20, 2020
7:00 p.m.

LOCATION:

This meeting will be held **virtually**. Any member of the public interested in participating in the meeting should email the Township at tscheivert@upperuwchlan-pa.gov for a link and a password to join in the meeting. In order to minimize public exposure to COVID-19 and maintain social distancing, the meeting will be conducted via webinar. No attendance in-person will be allowed. If you require special accommodation, please call the Township office at 610-458-9400.

I.	CALL TO ORDER	
	A. Salute to the Flag	
	B. Moment of Silence	
	C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting	
II.	APPROVAL OF MINUTES:	
	March 10, 2020 Board of Supervisors Workshop	2
	March 16, 2020 Board of Supervisors Meeting	4
III.	APPROVAL OF PAYMENTS	6
IV.	TREASURER'S REPORT	36
V.	SUPERVISORS REPORT	
	A. An Executive Session was held April 14, 2020 re: legal matters	
	B. 2020 Census Participation	
	C. Calendar:	67
	May 12, 2020 4:00 PM Board of Supervisors Workshop	
	May 18, 2020 7:00 PM Board of Supervisors Meeting	
	The Annual Township Block Party has been postponed to a date to be determined.	
	Yard Waste Collection Dates: April 22, April 29, May 6, May 13,	
	Do not use plastic bags as these materials are composted. Use biodegradable bags.	
	Place materials curbside the night before to guarantee collection.	
VI.	ADMINISTRATIVE REPORTS	
	A. Township Engineer's Report	69
	B. Building and Codes Department Report	73
	C. Police Chief's Report	
	D. Public Works Department Report	75
VII.	LAND DEVELOPMENT	
	A. Profound Technology Land Development, Escrow, Financial Security Agreement (\$210,904.93)	78
	B. Byers Station Parcel 6C – Vantage Point Retirement Living – Final Amended PRD Plan	127
	Consider Approval of Plan, Easement Agreements	
VIII.	ADMINISTRATION	
	A. Resolution to Appoint Tax Collector for Unexpired Term – Consider Adoption	172
	B. 2020 Road Materials Bid – Award Contract(s)	173
IX.	OPEN SESSION	
X.	ADJOURNMENT	



Upper Uwchlan Township
Board of Supervisors Workshop
March 10, 2020
4:00 p.m.
Minutes
DRAFT

Location: Township Temporary Office
415 Eagleview Blvd., Suite 116
Exton PA 19341

In attendance:

Sandy D'Amico, Chair
Jamie Goncharoff, Vice-Chair
Jenn Baxter, Member

Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager
Gwen Jonik, Township Secretary
John DeMarco, Police Chief
Jill Bukata, Treasurer
Kristin Camp, Esq., Township Solicitor

Sandy D'Amico called the Workshop to order at 4:01 p.m., led the Pledge of Allegiance, offered a moment of silence, and asked if anyone planned to record the meeting. There were no responses.

Resolution to Appoint Thomas A. Scheivert as Township Manager

Tony Scheivert introduced his family – wife, Erin, 3 daughters, and his in-laws, who were in attendance to witness him take his Oath of Office.

Sandy D'Amico read the following Resolution title: "A Resolution appointing Thomas A. Scheivert as Township Manager, Pension Plan Administrator for the Upper Uwchlan Township Uniformed Employees and Non-Uniformed Employees Pension Plans, Trustee for the Delaware Valley Workers Compensation Trust, Delaware Valley Insurance Trust, and Delaware Valley Health Trust, and Representative for the Chester County Tax Collection Committee"

Jamie Goncharoff moved, seconded by Jenn Baxter, to adopt Resolution #03-10-20-01 appointing Mr. Scheivert as noted above. The Motion carried unanimously.

Mr. Scheivert affirmed his Oath of Office to Gwen Jonik, Public Notary.

Jamie Goncharoff moved, seconded by Jenn Baxter, to adopt Resolution #03-10-20-02, appointing Jill Bukata as the Township's Alternate Representative to the Chester County Tax Collection Committee. The Motion carried unanimously.

Traffic Signal / Intersection Revisions

Kristin Camp, Esq., Township Solicitor, explained there are two applications to PennDOT for traffic signal / intersection revisions that would need to be executed by the Township Manager if approved by the Board at their March 16 meeting. One application is for revisions at Pottstown Pike – Park Road – Station Boulevard to add a right turn lane to the northbound departure of Pottstown Pike and to connect the proposed trail from Byers Station Parcel 5C to the existing curb ramps on the northeast corner of the intersection. The second application is for the signal at Graphite Mine Road and Byers Road, to replace pedestrian push buttons with APS buttons, replace pedestrian signal heads with countdown signal heads, add a new driveway to the westbound approach.

Ms. Camp also explained the Township has executed an Agreement with the landowner of Byers Station Parcel 5C – Commercial Lot 2, whereby the landowner will install drainage storm water

facilities in Pottstown Pike and the Township will sign the PennDOT Application for the Highway Occupancy Permit. That signature doesn't require a resolution.

Profound Technology Escrow Agreement

Ms. Camp advised that standard construction escrow forms and financial security agreements will be before the Board for approval at their March 16 meeting.

Acting Township Manager's Report

Shanna Lodge noted the following activities: the renovations to the Township building are moving along; the remainder of the paving will be complete before we move back; the furniture installation will start tomorrow; the final punchlist meeting was today – it has @ 200 items on it and the Project Manager is on top of things; the Police Dept. has more work to do after their furniture is installed and will move a week or two later. We're targeting March 27 as the move-in date.

Jamie Goncharoff moved that in light of hiring Tony Scheivert, Shanna will return to her position of Assistant Township Manager. Jenn Baxter seconded and the Motion carried unanimously.

Shanna Lodge also reported that Ben LaGarde has resigned as Township Tax Collector as he is moving out of the Township. The effective date is March 21, 2020. Guy Donatelli has volunteered to fill this elected-position vacancy until the next Municipal election but needs to confirm with his Firm that no conflicts will exist. Kristin Camp advised that that person needs to sign a document as to who / what Firm would collect the taxes, etc. In this case, Berkheimer will continue to collect the taxes. Jill Bukata was appointed Deputy Tax Collector years ago and she will contract with Berkheimer. The Township may move toward using the County Tax Office in the future. The Tax Collector compensation and expectations are defined in an Ordinance.

There are two vacancies for Elected Auditors; the Township real estate tax bills will be mailed soon; there will be polling place changes for 2 precincts as UTI is no longer available – Voter Services will send notifications to those precincts and we'll publish on the website.

TC Energy Partners began their work at Hickory Park and that will continue through April. GEYA has been affected and has no issues finding alternate fields at this time. TC Energy might offer grants to help them with field fees. The \$25,000 contribution for the temporary easement will be spent as the Supervisors determine from suggestions from the Park & Recreation Board. Ms. Camp recommended we receive that contribution as soon as possible.

Gwen Jonik noted that the annual Agreements with the emergency service providers will be signed and mailed this week, and the Board of Supervisors annual compensation has been increased with the Township population increase, as is allowed by the Second Class Township Code.

Tony Scheivert advised that the Managers' Consortium has been discussing how to handle public meetings in light of the coronavirus outbreaks. Some Municipalities aren't holding public meetings at this time. Ms. Camp suggested deferring all Boards and Commissions meetings the rest of this month; cancel all non-essential meetings; announce that we're not allowing public use of the meeting room at this time. Employees should begin working from home if we have that capability – take home computers, forward desk phones, etc.

Adjournment

There being no further business to be brought before the Board, the Workshop was adjourned at 5:00 p.m. The Board proceeded to hold an Executive Session regarding legal matters.

Respectfully submitted,
Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS MEETING

March 16, 2020

7:00 p.m.

DRAFT

4

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

Township Administration

Tony Scheivert, Township Manager

Mrs. D'Amico called the meeting to order at 7:05 p.m., led the Pledge of Allegiance, offered a moment of silence. No one planned to video or audio record the meeting.

Approval of Minutes

Mr. Goncharoff moved, seconded by Mrs. Baxter, to approve as presented the minutes of the February 11, 2020 Board of Supervisors Workshop and the February 18, 2020 (Tuesday) Board of Supervisors Meeting. The Motion carried unanimously.

Approval of Payments

Mr. Goncharoff moved, seconded by Mrs. Baxter, to approve the payments to all vendors as listed March 13, 2020. The Motion carried unanimously.

Supervisor's Report

Disaster Declaration Resolution –

Mr. Scheivert presented a Disaster Declaration pertaining to COVID-19 for the Board of Supervisor's consideration. Declaration will allow for the Township to apply for Emergency funding in the future. Mr. Goncharoff moved, seconded by Mrs. Baxter, to approve the Disaster Declaration Resolution. Resolution passed unanimously.

Mrs. D'Amico announced that an Executive Session was held March 10, 2020 regarding a legal matter, and the following calendar of events: the March 28, 2020 Electronics (E-Waste) Recycling Event 9:00-Noon at the Public Works Facility is POSTPONED until June 6, 2020; Egg Hunt is postponed to a future date, Township Office will be closed for Good Friday on Friday, April 10th, June 20, 2020 6:00 PM 12th Annual Block Party on Route 100; yard waste collections March 18, April 8, April 15, April 22, April 29.

ADMINISTRATION

Authorization of TE-160 Applications - Township Manager Scheivert presented Resolutions for TE-160 Applications for Graphite Mine Road and Byers Road and for Pottstown Pike and Park Road/Station Blvd for traffic signal updates. Moved by Mr. Goncharoff, seconded by Mrs. Baxter to authorize TE-160 applications. The motion carried unanimously.

Authorize Submission to DEP - Township Manager Scheivert presented Submission to DEP for Milford Farms sanitary sewer extension sewer facilities planning module. Motion to authorize submission, moved by Mr. Goncharoff, seconded by Mrs. Baxter. Motion passed unanimously.

Disposition of Township Property – Township Manager Scheivert presented high bids for Township property as advertised for electronic sale on MunicBid

Desk, Desk Extension - \$100.00

Executive Desk, 2 desk chairs - \$100.00

Receptionist Desk - \$100.00

Motion by Mr. Goncharoff, seconded by Mrs. Baxter to authorize disposition of Township property. Motion passed unanimously.

Open Session

There were no citizens in attendance.

Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the meeting at 7:38 p.m.

Respectfully submitted,

Tony Scheivert,
Township Manager

April 16, 2020
02:54 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 50990 to 51058
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
50990	04/20/20	21ST 21st CENTURY MEDIA PHILLY	219.86		2200
50991	04/20/20	ADVANO20 ADVANTAGE INDUSTRIAL SUPPLY	743.90		2200
50992	04/20/20	AQUAP010 AQUA PA	193.09		2200
50993	04/20/20	ATTMOBIL AT & T MOBILITY	1,311.53		2200
50994	04/20/20	BARBA010 BARBACANE THORNTON & COMPANY	16,800.00		2200
50995	04/20/20	BERKH030 H.A. BERKHEIMER, INC.	3,423.98		2200
50996	04/20/20	BIO-ONE BIO-ONE CHESTER COUNTY	1,650.00		2200
50997	04/20/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	4,483.67		2200
50998	04/20/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	5,922.45		2200
50999	04/20/20	CAMPB010 CAMPBELL DURRANT, P.C.	240.00		2200
51000	04/20/20	CEDAR010 CEDAR HOLLOW RECYCLING	2,309.14		2200
51001	04/20/20	CHARLHIG CHARLES A HIGGINS & SONS	412.00		2200
51002	04/20/20	CHENYAJU CHEN YAJUN	21.53		2200
51003	04/20/20	CINTA010 CINTAS CORPORATION #287	102.66		2200
51004	04/20/20	COLON010 COLONIAL ELECTRIC SUPPLY CO.,	978.08		2200
51005	04/20/20	COMCA010 COMCAST	1,533.48		2200
51006	04/20/20	CRYST010 CRYSTAL SPRINGS	46.89		2200
51007	04/20/20	DELA030 DELAWARE VALLEY HEALTH TRUST	52,974.09		2200
51008	04/20/20	DELTRUST DELAWARE VALLEY PROP&LIA TRST	20,687.41		2200
51009	04/20/20	DEMAR010 JOHN DEMARCO	2,283.46		2200
51010	04/20/20	DIGITAL DIGITAL-ALLY	245.00		2200
51011	04/20/20	DRUGS010 DRUGSCAN. INC.	235.00		2200
51012	04/20/20	DVWCT DELAWARE VALLEY WORKERS COMP	15,552.75		2200
51013	04/20/20	EAGLHARD EAGLE HARDWARE	246.55		2200
51014	04/20/20	FISHE010 FISHER & SON COMPANY, INC.	116.00		2200
51015	04/20/20	FRAME010 FRAME POWER EQUIPMENT	246.36		2200
51016	04/20/20	GATHE010 BRIAN E. GATHERCOLE	2,167.83		2200
51017	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC	3,703.43		2200
51018	04/20/20	HANKINGP THE HANKIN GROUP	8,328.00		2200
51019	04/20/20	HELPNOW HELP-NOW, LLC	2,816.63		2200
51020	04/20/20	HONEYBRO HONEY BROOK OUTDOOR POWER	1,396.66		2200
51021	04/20/20	INDEPGRA INDEPENDENT GRAPHICS	2,810.86		2200
51022	04/20/20	IRONM010 IRON MOUNTAIN	713.12		2200
51023	04/20/20	JONESSTE STEVEN R. JONES	154.40		2200
51024	04/20/20	KEENC010 KEEN COMPRESSED GAS COMPANY	401.61		2200
51025	04/20/20	LEXIS010 MATTHEW BENDER & CO, INC	160.41		2200
51026	04/20/20	LINESYST BLOCK LINE SYSTEMS	911.17		2200
51027	04/20/20	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.	89.63		2200
51028	04/20/20	MAINLO10 MAIN LINE CONCRETE & SUPPLY IN	308.00		2200
51029	04/20/20	MCKENNA MCKENNA SNYDER, LLC	117.00		2200
51030	04/20/20	METRO020 METROPOLITAN COMMUNICATIONS	988.45		2200
51031	04/20/20	MIDAT010 MID ATLANTIC CONNECTIONS, INC.	4,583.00		2200
51032	04/20/20	NAPA0010 NAPA	1,758.09		2200
51033	04/20/20	NEWHO010 NEW HOLLAND AUTO GROUP	271.62		2200
51034	04/20/20	PECO0010 PECO ENERGY	2,323.79		2200
51035	04/20/20	PENNSTAT THE PENNSYLVANIA STATE UNIV	345.00		2200
51036	04/20/20	PICPA010 PICPA	360.00		2200
51037	04/20/20	REAGE010 REAGENT PRINT & IMAGING	27.00		2200
51038	04/20/20	SCOTTPOT SCOTTIES POTTIES	120.00		2200
51039	04/20/20	SLOAN010 SLOAN MOTORS, INC.	221.18		2200
51040	04/20/20	SMALE010 SMALE'S PRINTERY	815.00		2200

April 16, 2020
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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
51041	04/20/20	STAPLADV STAPLES ADVANTAGE	601.94		2200
51042	04/20/20	STAPLCRP STAPLES CREDIT PLAN	92.09		2200
51043	04/20/20	STITE010 DAVID STITELER	210.77		2200
51044	04/20/20	STUBB010 STUBBE CONSULTING LLC	60.00		2200
51045	04/20/20	STYER010 STYER PROPANE	3,553.32		2200
51046	04/20/20	SWEETWAT SWEETWATER NATURAL PRODUCTS LL	324.00		2200
51047	04/20/20	TDAMEDEF TD AMERITRADE FBO 915-011842	22,283.50		2200
51048	04/20/20	TDAMEPOL TD AMERITRADE FBO 915-011550	62,933.25		2200
51049	04/20/20	TDAMERDC TD AMERITRADE TRUST CO	4,500.00		2200
51050	04/20/20	TRAISR TRAISR BY MCMAHON	2,749.00		2200
51051	04/20/20	TRITECH TRITECH SOFTWARE SYSTEMS	2,734.00		2200
51052	04/20/20	VERIZ010 VERIZON	437.06		2200
51053	04/20/20	VERIZFIO VERIZON	124.99		2200
51054	04/20/20	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		2200
51055	04/20/20	VILLA010 VILLAGE MEDICAL CENTER	165.00		2200
51056	04/20/20	WILLSCOT WILLIAMS SCOTSMAN	1,840.00		2200
51057	04/20/20	YISCO010 YIS/COWDEN GROUP, INC.	90.00		2200
51058	04/20/20	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	351.29		2200
<hr/>					
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	69	0	272,138.11	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	69	0	272,138.11	0.00

April 16, 2020
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 04/20/20 Checking Account: GENERAL G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
04/20/20 21ST 21st CENTURY MEDIA PHILLY									
20-00386	04/20/20	1 twp - meeting location	156.55	21ST CENTURY MEDIA - PHILLY CL	01-400-000-341	Expenditure	Aprv	2	1
				Advertising					
20-00455	04/20/20	1 twp - bid notice	63.31	01-400-000-341	Expenditure	Aprv	173	1	
				Advertising					
			219.86						
04/20/20 ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY									
20-00388	04/20/20	1 pw - cleaning supplies	332.05	P. O. BOX 37452	01-438-000-200	Expenditure	Aprv	10	1
				Supplies					
20-00388	04/20/20	2 pw - cleaning supplies	93.75	01-438-000-200	Expenditure	Aprv	11	1	
				Supplies					
20-00388	04/20/20	3 pw - cleaning supplies	318.10	01-438-000-200	Expenditure	Aprv	12	1	
				Supplies					
			743.90						
04/20/20 AQUAP010 AQUA PA									
20-00389	04/20/20	1 milford - water	30.00	PO BOX 70279	01-409-004-360	Expenditure	Aprv	13	1
				Utilities					
20-00389	04/20/20	2 hp - water	163.09	01-454-002-360	Expenditure	Aprv	14	1	
				Utilities					
			193.09						
04/20/20 ATMOBIL AT & T MOBILITY									
20-00387	04/20/20	1 admin - cell	133.05	PO BOX 6463	01-400-000-320	Expenditure	Aprv	3	1
				Telephone					
20-00387	04/20/20	2 admin - ipad	32.74	01-401-000-322	Expenditure	Aprv	4	1	
				Ipad Expense					
20-00387	04/20/20	3 codes - cell	248.10	01-413-000-320	Expenditure	Aprv	5	1	
				Telephone					
20-00387	04/20/20	4 codes - ipad	101.97	01-413-000-322	Expenditure	Aprv	6	1	
				Ipad Expense					
20-00387	04/20/20	5 pw - cell	334.03	01-438-000-320	Expenditure	Aprv	7	1	
				Telephone					
20-00387	04/20/20	6 pw - ipad	123.96	01-438-000-322	Expenditure	Aprv	8	1	
				Ipad Expense					
20-00387	04/20/20	7 pd - cells	337.68	01-410-000-320	Expenditure	Aprv	9	1	
				Telephone					
			1,311.53						
04/20/20 BARBA010 BARBACANE THORNTON & COMPANY									
20-00392	04/20/20	1 2019 audit	12,300.00	200 SPRINGER BUILDING	01-402-000-450	Expenditure	Aprv	22	1
				Contracted Services					
20-00392	04/20/20	2 pension plan audit	2,200.00	01-402-000-450	Expenditure	Aprv	23	1	
				Contracted Services					
20-00392	04/20/20	3 police pension plan audit	2,300.00	01-402-000-450	Expenditure	Aprv	24	1	
				Contracted Services					
			16,800.00						

April 16, 2020
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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
PO #	Enc Date	Item Description			Description				
04/20/20 BERKH030 H.A. BERKHEIMER, INC.									
20-00391	04/20/20	1 sys access/tech support	150.00	ATTN: CORPORATE ACCOUNTING	01-403-000-450	Expenditure	Aprv	17	1
				Contracted Services					
20-00391	04/20/20	2 postage	0.50	01-403-000-215	Postage	Expenditure	Aprv	18	1
20-00391	04/20/20	3 paper	0.36	01-403-000-200	Supplies	Expenditure	Aprv	19	1
20-00391	04/20/20	4 sys access/tech support/bills	1,645.08	01-403-000-450	Contracted Services	Expenditure	Aprv	20	1
20-00391	04/20/20	5 postage	1,628.04	01-403-000-215	Postage	Expenditure	Aprv	21	1
			3,423.98						
04/20/20 BIO-ONE BIO-ONE CHESTER COUNTY									
20-00390	04/20/20	1 building cleaning	750.00	64 E UWCHLAN AVE	01-409-005-200	Expenditure	Aprv	15	1
				Police Relocated - Supplies					
20-00390	04/20/20	2 building cleaning	900.00	01-409-005-200	Police Relocated - Supplies	Expenditure	Aprv	16	1
			1,650.00						
04/20/20 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI									
20-00454	04/20/20	1 march general services	3,460.70	118 W. MARKET STREET	01-404-000-311	Expenditure	Aprv	170	1
				Non Reimbursable Legal					
20-00454	04/20/20	2 meadow creek/sunoco	556.50	01-404-000-310	Reimbursable Legal Fees	Expenditure	Aprv	171	1
20-00454	04/20/20	3 columbia gas 1278 relocation	466.47	01-404-000-310	Reimbursable Legal Fees	Expenditure	Aprv	172	1
			4,483.67						
04/20/20 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI									
20-00461	04/20/20	1 february general services	5,922.45	118 W. MARKET STREET	01-404-000-311	Expenditure	Aprv	178	1
				Non Reimbursable Legal					
			5,922.45						
04/20/20 CAMPBDUR CAMPBELL DURRANT, P.C.									
20-00458	04/20/20	1 february services	240.00	535 SMITHFIELD STREET	01-404-000-311	Expenditure	Aprv	176	1
				Non Reimbursable Legal					
			240.00						
04/20/20 CEDAR010 CEDAR HOLLOW RECYCLING									
20-00393	04/20/20	1 pw - mixed material	1,945.13	100 PARADISE STREET	01-438-000-450	Expenditure	Aprv	25	1
				Contracted Services					
20-00393	04/20/20	2 pw - mixed material	364.01	01-438-000-450	Contracted Services	Expenditure	Aprv	26	1
			2,309.14						
04/20/20 CHARLHIG CHARLES A HIGGINS & SONS									
20-00396	04/20/20	1 traffic light maintenance	412.00	PO BOX 647	01-434-000-450	Expenditure	Aprv	32	1
				Contracted Services					
			412.00						
04/20/20 CHENYAJU CHEN YAJUN									
				29 SASSAFRAS LANE					

April 16, 2020
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 3

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description			Description				
20-00385	04/20/20	1 real estate tax refund	21.53	01-301-000-013	Revenue	Aprv	1	1	
			<u>21.53</u>		Real Estate Tax Refunds				
	04/20/20	CINTA010 CINTAS CORPORATION #287		P.O. BOX 630803					
20-00397	04/20/20	1 pw - mats	62.41	01-409-001-450	Expenditure	Aprv	33	1	
				Contracted Services					
20-00397	04/20/20	2 twp - mats	40.25	01-409-003-450	Expenditure	Aprv	34	1	
			<u>102.66</u>		Contracted Services				
	04/20/20	COLON010 COLONIAL ELECTRIC SUPPLY CO.,		201 W. CHURCH ROAD					
20-00399	04/20/20	1 pw - lights	14.04	01-409-001-250	Expenditure	Aprv	38	1	
				Maint & Repair					
20-00399	04/20/20	2 pw - lights	896.40	01-409-001-250	Expenditure	Aprv	39	1	
				Maint & Repair					
20-00399	04/20/20	3 pw - lights	67.64	01-409-001-250	Expenditure	Aprv	40	1	
			<u>978.08</u>		Maint & Repair				
	04/20/20	COMCA010 COMCAST		P.O. BOX 70219					
20-00395	04/20/20	1 twp	236.70	01-409-003-450	Expenditure	Aprv	28	1	
				Contracted Services					
20-00395	04/20/20	2 pw	208.35	01-409-001-450	Expenditure	Aprv	29	1	
				Contracted Services					
20-00395	04/20/20	3 twp - 140 pottstown pike - new	865.63	01-409-003-450	Expenditure	Aprv	30	1	
				Contracted Services					
20-00395	04/20/20	4 upland	222.80	01-454-005-450	Expenditure	Aprv	31	1	
			<u>1,533.48</u>		Contracted Services				
	04/20/20	CRYST010 CRYSTAL SPRINGS		P.O. BOX 660579					
20-00398	04/20/20	1 twp - water	31.15	01-401-000-200	Expenditure	Aprv	35	1	
				Supplies					
20-00398	04/20/20	2 pw - water	1.98	01-438-000-200	Expenditure	Aprv	36	1	
				Supplies					
20-00398	04/20/20	3 pd - water	13.76	01-410-000-200	Expenditure	Aprv	37	1	
			<u>46.89</u>		Supplies				
	04/20/20	DELA030 DELAWARE VALLEY HEALTH TRUST		PO Box 95000-5440					
20-00401	04/20/20	1 admin	5,770.52	01-401-000-156	Expenditure	Aprv	43	1	
				Employee Benefit Expens					
20-00401	04/20/20	2 pd	25,245.85	01-410-000-156	Expenditure	Aprv	44	1	
				Employee Benefit Expense					
20-00401	04/20/20	3 codes	5,694.10	01-413-000-156	Expenditure	Aprv	45	1	
				Employee Benefit Expens					
20-00401	04/20/20	4 pw	11,323.16	01-438-000-156	Expenditure	Aprv	46	1	
				Employee Benefit Expense					
20-00401	04/20/20	5 pw - facilities	4,940.46	01-438-001-156	Expenditure	Aprv	47	1	
			<u>52,974.09</u>		Employee Benefit Expense				

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PO #	Enc Date	Item Description			Description				
04/20/20 DELTRUST DELAWARE VALLEY PROP&LIA TRST				P.O. BOX 95000-5725					
20-00403	04/20/20	1 twp - property	3,617.40	01-409-003-351	Insurance Property	Expenditure	Aprv	54	1
20-00403	04/20/20	2 520 milford	516.72	01-409-004-351	Insurance - property	Expenditure	Aprv	55	1
20-00403	04/20/20	3 hp	1,033.44	01-454-002-351	Insurance-Property	Expenditure	Aprv	56	1
20-00403	04/20/20	4 upland	1,033.44	01-454-005-351	Insurance - Building	Expenditure	Aprv	57	1
20-00403	04/20/20	5 pw bldg	3,100.32	01-409-001-351	Insurance-Property	Expenditure	Aprv	58	1
20-00403	04/20/20	6 ff	1,033.44	01-454-003-351	Insurance Property	Expenditure	Aprv	59	1
20-00403	04/20/20	7 general	4,537.80	01-400-000-352	Insurance-Liability	Expenditure	Aprv	60	1
20-00403	04/20/20	8 exec	94.13	01-401-000-352	Insurance - Liability	Expenditure	Aprv	61	1
20-00403	04/20/20	9 police	3,456.50	01-410-000-352	Insurance - Liability	Expenditure	Aprv	62	1
20-00403	04/20/20	10 codes	94.13	01-413-000-352	Insurance - Liability	Expenditure	Aprv	63	1
20-00403	04/20/20	11 pw	416.20	01-438-000-352	Insurance - Liability	Expenditure	Aprv	64	1
20-00403	04/20/20	12 pw - facilities	416.20	01-438-001-352	Insurance - Liability	Expenditure	Aprv	65	1
20-00403	04/20/20	13 exec	74.32	01-401-000-353	Insurance - Vehicle	Expenditure	Aprv	66	1
20-00403	04/20/20	14 police	594.50	01-410-000-353	Insurance - Vehicles	Expenditure	Aprv	67	1
20-00403	04/20/20	15 codes	74.32	01-413-000-353	Insurance - Vehicle	Expenditure	Aprv	68	1
20-00403	04/20/20	16 pw	297.28	01-438-000-353	Vehicle Insurance	Expenditure	Aprv	69	1
20-00403	04/20/20	17 pw - facilities	297.27	01-438-001-353	Vehicle Insurance	Expenditure	Aprv	70	1
			20,687.41						
04/20/20 DEMAR010 JOHN DEMARCO									
20-00400	04/20/20	1 tuition reimbursement	2,091.00	01-410-000-174	Tuition Reimbursment	Expenditure	Aprv	41	1
20-00400	04/20/20	2 march/april services	192.46	01-410-000-158	Medical Expense Reimbursements	Expenditure	Aprv	42	1
			2,283.46						
04/20/20 DIGITALL DIGITAL-ALLY				PO BOX 413183					
20-00405	04/20/20	1 pd - battery cover	245.00	01-410-000-235	Vehicle Maintenance	Expenditure	Aprv	72	1
			245.00						
04/20/20 DRUGS010 DRUGSCAN. INC.				PO BOX 536627					
20-00404	04/20/20	1 2/24 specimen test	235.00	01-410-000-450		Expenditure	Aprv	71	1

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				Contracted Services				
			235.00					
04/20/20 DWVCT DELAWARE VALLEY WORKERS COMP				P.O. BOX 95000-5730				
20-00402	04/20/20	1 admin	466.58	01-401-000-354	Expenditure	Aprv	48	1
				Insurance-Workers Comp				
20-00402	04/20/20	2 pd	10,109.29	01-410-000-354	Expenditure	Aprv	49	1
				Insurance - Workers Com				
20-00402	04/20/20	3 codes	466.58	01-413-000-354	Expenditure	Aprv	50	1
				Insurance - Workers Comp				
20-00402	04/20/20	4 pw	2,488.44	01-438-000-354	Expenditure	Aprv	51	1
				Insurance Workers Com				
20-00402	04/20/20	5 pw - facilities	1,244.22	01-438-001-354	Expenditure	Aprv	52	1
				Insurance - Workers Comp - Facilities				
20-00402	04/20/20	6 parks	777.64	01-454-001-354	Expenditure	Aprv	53	1
				Insurance - Workers Com				
			15,552.75					
04/20/20 EAGLHARD EAGLE HARDWARE								
20-00406	04/20/20	1 parks - sand disc	8.99	01-454-001-200	Expenditure	Aprv	73	1
				Supplies				
20-00406	04/20/20	2 parks - hardware, gloves	10.49	01-454-001-200	Expenditure	Aprv	74	1
				Supplies				
20-00406	04/20/20	3 parks - paint, brush	11.48	01-454-001-200	Expenditure	Aprv	75	1
				Supplies				
20-00406	04/20/20	4 pd - hand soap	2.29	01-410-000-250	Expenditure	Aprv	76	1
				Maintenance & Repairs				
20-00406	04/20/20	5 pw - ceiling box	5.58	01-409-001-250	Expenditure	Aprv	77	1
				Maint & Repair				
20-00406	04/20/20	6 pd - dispenser bottle	2.38	01-410-000-260	Expenditure	Aprv	78	1
				Small Tools & Equipment				
20-00406	04/20/20	7 pd - paper towels, hardware	26.87	01-410-000-250	Expenditure	Aprv	79	1
				Maintenance & Repairs				
20-00406	04/20/20	8 pw - ext ring	4.29	01-438-000-200	Expenditure	Aprv	80	1
				Supplies				
20-00406	04/20/20	9 pd - spray bottles	14.07	01-410-000-250	Expenditure	Aprv	81	1
				Maintenance & Repairs				
20-00406	04/20/20	10 pw - bldg wire	34.58	01-438-000-200	Expenditure	Aprv	82	1
				Supplies				
20-00406	04/20/20	11 pw - gun kit	63.99	01-438-000-200	Expenditure	Aprv	83	1
				Supplies				
20-00406	04/20/20	12 pd - cleaning supplies	34.77	01-410-000-200	Expenditure	Aprv	84	1
				Supplies				
20-00406	04/20/20	13 pd - cleaning supplies	26.77	01-410-000-200	Expenditure	Aprv	85	1
				Supplies				
			246.55					
04/20/20 FISHE010 FISHER & SON COMPANY, INC.				110 SUMMIT DRIVE				
20-00407	04/20/20	1 parks - turf backpack sprayer	116.00	01-454-001-200	Expenditure	Aprv	86	1
				Supplies				
			116.00					

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PO #	Enc Date	Item Description			Description				
20-00408	04/20/20	FRAME010 FRAME POWER EQUIPMENT		1001 POTTSTOWN PIKE					
	04/20/20	1 parks - crossfire roll	246.36	01-454-001-200	Supplies	Expenditure	Aprv	87	1
			<u>246.36</u>						
20-00413	04/20/20	GATHE010 BRIAN E. GATHERCOLE		01-410-000-174		Expenditure	Aprv	88	1
	04/20/20	1 winter term reimbursement	2,052.00	Tuition Reimbursment		Expenditure	Aprv	175	1
20-00457	04/20/20	1 november-march services	115.83	01-410-000-158	Medical Expense Reimbursements	Expenditure	Aprv		
			<u>2,167.83</u>						
20-00414	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
	04/20/20	1 papada & lyons residence	135.00	01-408-000-313	Non Reimbursable	Expenditure	Aprv	89	1
20-00414	04/20/20	2 marsh residence	858.75	01-408-000-313	Non Reimbursable	Expenditure	Aprv	90	1
20-00414	04/20/20	3 march general services	2,276.25	01-408-000-313	Non Reimbursable	Expenditure	Aprv	91	1
20-00414	04/20/20	4 dsm	135.00	01-408-000-310	Reimbursable Engineer	Expenditure	Aprv	92	1
20-00459	04/20/20	1 pa pipeline project	298.43	01-408-000-310	Reimbursable Engineer	Expenditure	Aprv	177	1
			<u>3,703.43</u>						
20-00416	04/20/20	HANKINGP THE HANKIN GROUP		707 EAGLEVIEW BOULEVARD					
	04/20/20	1 rental lease payment #13	8,328.00	01-409-003-380	Rent	Expenditure	Aprv	95	1
			<u>8,328.00</u>						
20-00415	04/20/20	HELPNOW HELP-NOW,LLC		PO BOX 69					
	04/20/20	1 guardian monthly services	2,721.63	01-407-000-450	Contracted Services	Expenditure	Aprv	93	1
20-00415	04/20/20	2 consulting/service tickets	95.00	01-407-000-450	Contracted Services	Expenditure	Aprv	94	1
			<u>2,816.63</u>						
20-00417	04/20/20	HONEYBRO HONEY BROOK OUTDOOR POWER		4270 HORSESHOE PIKE					
	04/20/20	1 parks - hydrowalk	1,396.66	01-454-001-235	Vehicle Maintenance	Expenditure	Aprv	96	1
			<u>1,396.66</u>						
20-00418	04/20/20	INDEPGRA INDEPENDENT GRAPHICS		PO BOX 703					
	04/20/20	1 printing- 20 spring newsletter	2,810.86	01-400-000-342	Printing	Expenditure	Aprv	97	1
			<u>2,810.86</u>						
20-00419	04/20/20	IRONM010 IRON MOUNTAIN		P.O. BOX 27128					
	04/20/20	1 twp - storage services	713.12	01-401-000-450	Contracted Services	Expenditure	Aprv	98	1
			<u>713.12</u>						

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PO #	Enc Date	Item Description			Description				
04/20/20 JONESSTE STEVEN R. JONES									
20-00456	04/20/20	1 travel reimbursement	154.40	01-410-000-317	Parking & travel	Expenditure	Aprv	174	1
			154.40						
04/20/20 KEENC010 KEEN COMPRESSED GAS COMPANY									
20-00420	04/20/20	1 pw - cylinder rentals	379.80	PO BOX 15151	01-438-000-450	Expenditure	Aprv	99	1
					Contracted Services				
20-00420	04/20/20	2 pw - cylinder rentals	21.81	01-438-000-450	Contracted Services	Expenditure	Aprv	100	1
			401.61						
04/20/20 LEXIS010 MATTHEW BENDER & CO, INC									
20-00421	04/20/20	1 pd - handbooks	160.41	PO BOX 9584	01-410-000-200	Expenditure	Aprv	101	1
			160.41		Supplies				
04/20/20 LINESYST BLOCK LINE SYSTEMS									
20-00441	04/20/20	1 pw	243.89	PO BOX 826590	01-409-001-320	Expenditure	Aprv	142	1
					Telephone				
20-00441	04/20/20	2 twp	339.12	01-409-003-320	Telephone	Expenditure	Aprv	143	1
					Telephone				
20-00441	04/20/20	3 milford	328.16	01-409-004-320	Telephone	Expenditure	Aprv	144	1
			911.17						
04/20/20 LUDWIO60 LUDWIG'S CORNER SUPPLY CO.									
20-00422	04/20/20	1 parks - stain, brush	16.28	1230 POTTSTOWN PIKE	01-454-001-200	Expenditure	Aprv	102	1
					Supplies				
20-00422	04/20/20	2 ff - stain	14.99	01-454-003-200	Supplies	Expenditure	Aprv	103	1
					Supplies				
20-00422	04/20/20	3 upland - tine fork	44.99	01-454-005-200	Supplies	Expenditure	Aprv	104	1
					Supplies				
20-00422	04/20/20	4 pw - fish line	3.79	01-438-000-200	Supplies	Expenditure	Aprv	105	1
					Supplies				
20-00422	04/20/20	5 pw - electric extenders	9.58	01-438-000-200	Supplies	Expenditure	Aprv	106	1
			89.63						
04/20/20 MAINLO10 MAIN LINE CONCRETE & SUPPLY IN									
20-00425	04/20/20	1 pw - concrete/delivery	308.00	1001 BOOT ROAD	01-438-000-200	Expenditure	Aprv	111	1
			308.00		Supplies				
04/20/20 MCKENNA MCKENNA SNYDER, LLC									
20-00426	04/20/20	1 struble trail conditional use	117.00	350 EAGLEVIEW BLVD	01-408-000-305	Expenditure	Aprv	112	1
			117.00		Reimbursable CU				
04/20/20 METRO020 METROPOLITAN COMMUNICATIONS									
20-00423	04/20/20	1 pd - vehicle lighting	142.95	309 COMMERCE DRIVE	01-410-000-235	Expenditure	Aprv	107	1
					Vehicle Maintenance				

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PO #	Enc Date	Item Description			Description				
20-00423	04/20/20	2 pd - remove bad siren	378.00	01-410-000-235	Vehicle Maintenance	Expenditure	Aprv	108	1
20-00471	04/20/20	1 pd - mount lights	467.50	01-410-000-235	Vehicle Maintenance	Expenditure	Aprv	179	1
			988.45						
	04/20/20	MIDAT010 MID ATLANTIC CONNECTIONS, INC.		P. O. BOX 148					
20-00424	04/20/20	1 hp - electrical repairs	4,383.00	01-454-002-450	Contracted Services	Expenditure	Aprv	109	1
20-00424	04/20/20	2 hp - electrical repairs	200.00	01-454-002-450	Contracted Services	Expenditure	Aprv	110	1
			4,583.00						
	04/20/20	NAPA0010 NAPA		PO BOX 461					
20-00428	04/20/20	1 pw - credit	34.47	01-438-000-235	Vehicle Maintenance	Expenditure	Aprv	114	1
20-00428	04/20/20	2 pw - credit	86.00	01-438-000-235	Vehicle Maintenance	Expenditure	Aprv	115	1
20-00428	04/20/20	3 pd - weathertech mudflaps	81.52	01-410-000-200	Supplies	Expenditure	Aprv	116	1
20-00428	04/20/20	4 pw - bolt, discpad, trim shine	39.05	01-438-000-235	Vehicle Maintenance	Expenditure	Aprv	117	1
20-00428	04/20/20	5 pw - reman/ca	370.96	01-438-000-200	Supplies	Expenditure	Aprv	118	1
20-00428	04/20/20	6 pw - battery	259.90	01-438-000-200	Supplies	Expenditure	Aprv	119	1
20-00428	04/20/20	7 pw - switch	66.99	01-438-000-200	Supplies	Expenditure	Aprv	120	1
20-00428	04/20/20	8 pw - reman/bb, mast/cyl	433.98	01-438-000-200	Supplies	Expenditure	Aprv	121	1
20-00428	04/20/20	9 parks - hi-light blades	430.20	01-454-001-200	Supplies	Expenditure	Aprv	122	1
20-00428	04/20/20	10 parks - air filters	19.45	01-454-001-200	Supplies	Expenditure	Aprv	123	1
20-00428	04/20/20	11 pw -hardware, bit skt, socket	176.51	01-438-000-200	Supplies	Expenditure	Aprv	124	1
			1,758.09						
	04/20/20	NEWHO010 NEW HOLLAND AUTO GROUP		25 BRUBAKER AVENUE					
20-00427	04/20/20	1 pd - lamp	271.62	01-410-000-235	Vehicle Maintenance	Expenditure	Aprv	113	1
			271.62						
	04/20/20	PECO0010 PECO ENERGY		SUMMARY BILL PROCESSING CENTER					
20-00452	04/20/20	1 upland	110.96	01-454-005-360	Utilities	Expenditure	Aprv	161	1
20-00452	04/20/20	2 twp	92.31	01-409-003-360	Utilities	Expenditure	Aprv	162	1
20-00452	04/20/20	3 ff - field lights	545.53	01-454-003-360	Utilities	Expenditure	Aprv	163	1
20-00452	04/20/20	4 ff	164.38	01-454-003-360	Utilities	Expenditure	Aprv	164	1

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20-00452	04/20/20	5 pw	578.17	01-409-001-360 Utilities	Expenditure	Aprv	165	1
20-00452	04/20/20	6 twp	440.29	01-409-003-360 Utilities	Expenditure	Aprv	166	1
20-00452	04/20/20	7 milford	334.25	01-409-004-360 Utilities	Expenditure	Aprv	167	1
20-00452	04/20/20	8 hp	57.90	01-454-002-360 Utilities	Expenditure	Aprv	168	1
			<u>2,323.79</u>					
20-00429	04/20/20	PENNSTAT THE PENNSYLVANIA STATE UNIV 1 pd - gathercole training	345.00	OUTREACH NON CREDIT REG OFFICE 01-410-000-316 Training/Seminar	Expenditure	Aprv	125	1
			<u>345.00</u>					
20-00430	04/20/20	PICPA010 PICPA 1 jill membership dues	360.00	P.O. BOX 70384 01-401-000-420 Dues/Subscriptions/Mem	Expenditure	Aprv	126	1
			<u>360.00</u>					
20-00431	04/20/20	REAGE010 REAGENT PRINT & IMAGING 1 hp - pipeline copies	27.00	256 EAGLEVIEW BLVD 01-400-000-342 Printing	Expenditure	Aprv	127	1
			<u>27.00</u>					
20-00437	04/20/20	SCOTTPOT SCOTTIES POTTIES 1 upland - portable toilet	120.00	33 SUNSET HILL ROAD 01-454-005-450 Contracted Services	Expenditure	Aprv	135	1
			<u>120.00</u>					
20-00438	04/20/20	SLOAN010 SLOAN MOTORS, INC. 1 pd - check engine light	221.18	415 W. LINCOLN HWY 01-410-000-235 Vehicle Maintenance	Expenditure	Aprv	136	1
			<u>221.18</u>					
20-00432	04/20/20	SMALE010 SMALE'S PRINTERY 1 twp - letterhead & envelopes	700.00	785 NORTH CHARLOTTE STREET 01-401-000-200 Supplies	Expenditure	Aprv	128	1
20-00432	04/20/20	2 tony - business cards	115.00	01-401-000-200 Supplies	Expenditure	Aprv	129	1
			<u>815.00</u>					
20-00435	04/20/20	STAPLADV STAPLES ADVANTAGE 1 twp - office/cleaning supplies	601.94	PO BOX 105638 01-401-000-200 Supplies	Expenditure	Aprv	132	1
			<u>601.94</u>					
20-00434	04/20/20	STAPLCRP STAPLES CREDIT PLAN 1 pd - office supplies	92.09	PO BOX 78004 01-410-000-200 Supplies	Expenditure	Aprv	131	1
			<u>92.09</u>					

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20-00433	04/20/20	STITE010 DAVID STITELER 1 january-march services	210.77	01-410-000-158 Medical Expense Reimbursements	Expenditure	Aprv	130	1
			<u>210.77</u>					
20-00453	04/20/20	STUBB010 STUBBE CONSULTING LLC 1 dsm	60.00	1438 SHANER DRIVE 01-408-000-310 Reimbursable Engineer	Expenditure	Aprv	169	1
			<u>60.00</u>					
20-00436	04/20/20	STYER010 STYER PROPANE 1 pw pole barn - propane	850.82	P. O. BOX 387 01-409-001-231 Propane & heating - PW bldg	Expenditure	Aprv	133	1
20-00436	04/20/20	2 pw pole barn - propane tank	2,702.50	01-409-001-231 Propane & heating - PW bldg	Expenditure	Aprv	134	1
			<u>3,553.32</u>					
20-00439	04/20/20	SWEETWAT SWEETWATER NATURAL PRODUCTS LL 1 hp - mulch	81.00	976 POTTSTOWN PIKE 01-454-002-200 Supplies-Hickory	Expenditure	Aprv	137	1
20-00439	04/20/20	2 hp - mulch	81.00	01-454-002-200 Supplies-Hickory	Expenditure	Aprv	138	1
20-00439	04/20/20	3 upland - mulch	108.00	01-454-005-200 Supplies	Expenditure	Aprv	139	1
20-00439	04/20/20	4 parks - mulch	54.00	01-454-001-200 Supplies	Expenditure	Aprv	140	1
			<u>324.00</u>					
20-00443	04/20/20	TDAMEDEF TD AMERITRADE FBO 915-011842 1 admin	8,392.41	7801 MESQUITE BEND DRIVE 01-401-000-160 Non-Uniform Pension	Expenditure	Aprv	146	1
20-00443	04/20/20	2 codes	5,496.24	01-413-000-160 Pension	Expenditure	Aprv	147	1
20-00443	04/20/20	3 pw	7,190.17	01-438-000-160 Pension	Expenditure	Aprv	148	1
20-00443	04/20/20	4 pw - facilities	1,204.68	01-438-001-160 Pension Expense - Facilities	Expenditure	Aprv	149	1
			<u>22,283.50</u>					
20-00442	04/20/20	TDAMEPOL TD AMERITRADE FBO 915-011550 1 police pension - q1	62,933.25	7801 MESQUITE BEND DRIVE 01-410-000-160 Pension Expense	Expenditure	Aprv	145	1
			<u>62,933.25</u>					
20-00444	04/20/20	TDAMERDC TD AMERITRADE TRUST CO 1 admin	1,966.59	K6DUPPRUWCH 01-401-000-160 Non-Uniform Pension	Expenditure	Aprv	150	1
20-00444	04/20/20	2 pw	858.87	01-438-000-160 Pension	Expenditure	Aprv	151	1
20-00444	04/20/20	3 pw - facilities	1,674.54	01-438-001-160 Pension Expense - Facilities	Expenditure	Aprv	152	1
			<u>4,500.00</u>					

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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				
20-00440	04/20/20	1	february traisr services	2,749.00	425 COMMERCE DRIVE	01-407-000-220	Expenditure	Aprv	141	1
				2,749.00		Software				
20-00394	04/20/20	1	annual software maintenance	2,734.00	12709 COLLECTION CENTER DRIVE	01-410-000-450	Expenditure	Aprv	27	1
				2,734.00		Contracted Services				
20-00447	04/20/20	1	pw bldg	146.32	PO BOX 16800	01-409-001-320	Expenditure	Aprv	155	1
						Telephone				
20-00447	04/20/20	2	milford	290.74		01-409-004-320	Expenditure	Aprv	156	1
				437.06		Telephone				
20-00448	04/20/20	1	ff- internet	124.99	PO BOX 15124	01-454-003-320	Expenditure	Aprv	157	1
				124.99		Telephone				
20-00446	04/20/20	1	april conduit occupancy	217.14	PO BOX 16802	01-434-000-450	Expenditure	Aprv	154	1
				217.14		Contracted Services				
20-00445	04/20/20	1	pd - new hire physical	165.00	625 N POTTSTOWN PIKE	01-410-000-450	Expenditure	Aprv	153	1
				165.00		Contracted Services				
20-00449	04/20/20	1	modular rental: 3/27-4/26	1,840.00	PO BOX 91975	01-409-005-200	Expenditure	Aprv	158	1
				1,840.00		Police Relocated - Supplies				
20-00450	04/20/20	1	pd - signals tracker	90.00	2603 REACH ROAD	01-410-000-450	Expenditure	Aprv	159	1
				90.00		Contracted Services				
20-00451	04/20/20	1	pw - cleaning supplies	351.29	ZEP SALES AND SERVICE	01-438-000-200	Expenditure	Aprv	160	1
				351.29		Supplies				

checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	69	179	272,138.11

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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: 911 to 915
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
911	04/23/20	AQUAP010 AQUA PA	6,283.98		2195
912	04/09/20	BANKAMER BANK OF AMERICA	10,138.03		2196
913	04/16/20	LOWES020 LOWES BUSINESS ACCOUNT	351.26		2197
914	04/06/20	STANDINS STANDARD INSURANCE COMPANY	3,005.40		2198
915	04/05/20	WEXBANK WEX BANK	3,835.42		2199

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	23,614.09	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	23,614.09	0.00

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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: 764 to 764
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
764	04/06/20	AFLAC010 AFLAC	719.84	2194

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	719.84	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	719.84	0.00

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 911 to 915
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
911	04/23/20	AQUAP010 AQUA PA					2195
20-00463	1	26 hydrants	672.36	01-411-000-451	Expenditure		1 1
				Hydrant expenses-Aqua			
20-00463	2	217 hydrants	5,611.62	01-411-000-451	Expenditure		2 1
				Hydrant expenses-Aqua			
			6,283.98				
912	04/09/20	BANKAMER BANK OF AMERICA					2196
20-00464	1	pd - spatola's	113.37	01-410-000-316	Expenditure		1 1
				Training/Seminar			
20-00464	2	pd - asc title	65.00	01-410-000-235	Expenditure		2 1
				Vehicle Maintenance			
20-00464	3	pd - usps	191.35	01-410-000-215	Expenditure		3 1
				Postage			
20-00464	4	twp - guy's retirement gift	263.94	01-400-000-463	Expenditure		4 1
				Misc expenses			
20-00464	5	pd - amazon	172.77	01-409-005-200	Expenditure		5 1
				Police Relocated - Supplies			
20-00464	6	pd - amazon	89.01	01-409-005-200	Expenditure		6 1
				Police Relocated - Supplies			
20-00464	7	pd - amazon	74.19	01-410-000-260	Expenditure		7 1
				Small Tools & Equipment			
20-00464	8	pd - amazon	75.03	01-410-000-200	Expenditure		8 1
				Supplies			
20-00464	9	pd - best buy	720.02	01-409-005-200	Expenditure		9 1
				Police Relocated - Supplies			
20-00464	10	pd - amazon prime	13.77	01-410-000-420	Expenditure		10 1
				Dues/Subscription/Memb			
20-00464	11	pd - amazon	307.40	01-410-000-200	Expenditure		11 1
				Supplies			
20-00464	12	twp = microsoft	664.36	01-407-000-220	Expenditure		12 1
				Software			
20-00464	13	twp - microsoft	270.01	01-407-000-220	Expenditure		13 1
				Software			
20-00464	14	block party - custom ink	411.50	01-454-001-202	Expenditure		14 1
				Community Day			
20-00464	15	twp - amazon	25.00	01-401-000-200	Expenditure		15 1
				Supplies			
20-00464	16	easter egg hunt - eggs	480.00	01-454-001-201	Expenditure		16 1
				Park & Rec Special Events			
20-00464	17	twp - vickers tavern	500.00	01-400-000-463	Expenditure		17 1
				Misc expenses			
20-00464	18	twp - amazon	113.17	01-401-000-200	Expenditure		18 1
				Supplies			
20-00464	19	twp - amazon	49.97	01-401-000-200	Expenditure		19 1
				Supplies			
20-00464	20	lindsay tuition - dccc	371.00	01-401-000-174	Expenditure		20 1
				Tuition Reimbursements			
20-00464	21	twp - amazon	139.62	01-401-000-200	Expenditure		21 1
				Supplies			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
912		BANK OF AMERICA							
		Continued							
20-00464	22	twp - amazon	284.97	01-401-000-200 Supplies	Expenditure		22	1	
20-00464	23	pw - full source	125.96	01-438-000-238 Uniforms	Expenditure		23	1	
20-00464	24	pw - full source	509.32	01-438-000-238 Uniforms	Expenditure		24	1	
20-00464	25	pw - attachment kings	3,200.00	01-438-000-260 Small Tools & Equipment	Expenditure		25	1	
20-00464	26	pw - single source	104.89	01-438-000-200 Supplies	Expenditure		26	1	
20-00464	27	pw - amazon	30.41	01-438-000-200 Supplies	Expenditure		27	1	
20-00464	28	pw - weavers store	254.75	01-438-000-238 Uniforms	Expenditure		28	1	
20-00464	29	pw - home depot	18.00	01-438-000-200 Supplies	Expenditure		29	1	
20-00464	30	pw - northern tool	421.28	01-438-000-200 Supplies	Expenditure		30	1	
20-00464	31	pw - full source	69.97	01-438-000-238 Uniforms	Expenditure		31	1	
20-00464	32	pw - wiggins	8.00	01-438-000-200 Supplies	Expenditure		32	1	
			10,138.03						
913	04/16/20	LOWES020 LOWES BUSINESS ACCOUNT						2197	
20-00465	1	pw - march transacations	351.26	01-438-000-200 Supplies	Expenditure		1	1	
914	04/06/20	STANDINS STANDARD INSURANCE COMPANY						2198	
20-00466	1	admin	570.52	01-401-000-156 Employee Benefit Expens	Expenditure		1	1	
20-00466	2	pd	1,442.03	01-410-000-156 Employee Benefit Expense	Expenditure		2	1	
20-00466	3	codes	261.43	01-413-000-156 Employee Benefit Expens	Expenditure		3	1	
20-00466	4	pw	459.25	01-438-000-156 Employee Benefit Expense	Expenditure		4	1	
20-00466	5	pw - facilities	272.17	01-438-001-156 Employee Benefit Expense	Expenditure		5	1	
			3,005.40						
915	04/05/20	WEXBANK WEX BANK						2199	
20-00467	1	admin	53.74	01-401-000-230 Gasoline & oil	Expenditure		1	1	
20-00467	2	pd	2,435.03	01-410-000-230 Gasoline & oil	Expenditure		2	1	
20-00467	3	codes	68.73	01-413-000-230 Gasoline & oil	Expenditure		3	1	
20-00467	4	pw	878.94	01-438-000-230 Gasoline & oil	Expenditure		4	1	

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Upper Uwchlan Township
Check Register By Check Id

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Check #	Check Date	Vendor				Reconciled/Void Ref Num
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract Ref Seq Acct
915 WEX BANK			Continued			
20-00467	5	pw - facilities	398.98	01-438-001-230	Expenditure	5 1
				Gasoline & Oil - Facilities		
			3,835.42			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	23,614.09	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	23,614.09	0.00

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Check Register By Check Id

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Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10408 to 10411
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
10408	04/20/20	AJBLO010 A.J. BLOENSKI	15,148.32		2201
10409	04/20/20	CCSWA010 CCSWA	23,186.81		2201
10410	04/20/20	MAHADSET MAHADEVAN SETHU	630.00		2201
10411	04/20/20	TOTALREC TOTAL RECYCLE	3,962.24		2201

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	42,927.37	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	42,927.37	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 04/20/20 Checking Account: SOLID WASTE G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

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Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item	Description			Description				
20-00485	04/20/20	1	AJBLO010 A.J. BLOSENSKI april services	15,148.32	P.O. BOX 392	05-427-000-460	Expenditure	Aprv	2	1
				15,148.32		Contracted Services - Recycling				
20-00486	04/20/20	1	CCSWA010 CCSWA 3/9-3/10	3,699.47	P. O. BOX 476	05-427-000-700	Expenditure	Aprv	3	1
						Tipping Fees				
20-00486	04/20/20	2	3/19-3/18	5,964.93		05-427-000-700	Expenditure	Aprv	4	1
						Tipping Fees				
20-00486	04/20/20	3	3/23-3/31	8,843.06		05-427-000-700	Expenditure	Aprv	5	1
						Tipping Fees				
20-00486	04/20/20	4	4/3-4/7	4,679.35		05-427-000-700	Expenditure	Aprv	6	1
				23,186.81		Tipping Fees				
20-00487	04/20/20	1	MAHADSET MAHADEVAN SETHU residential refund - overpay	630.00	2664 PRIMROSE COURT	05-495-000-000	Expenditure	Aprv	7	1
				630.00		Expense Reclass				
20-00484	04/20/20	1	TOTALREC TOTAL RECYCLE march services	3,962.24	PO BOX 7250	05-427-000-725	Expenditure	Aprv	1	1
				3,962.24		Tipping Fees - Recycling				

Checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	4	7	42,927.37

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: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1261 to 1263
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
1261	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC	315.00		2202
1262	04/20/20	OLDDOMIN OLD DOMINION BRUSH	555.88		2202
1263	04/20/20	SERVI010 SERVICE TIRE TRUCK CENTER	832.17		2202

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	1,703.05	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	1,703.05	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 04/20/20 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
PO #	Enc Date	Item Description		Description					
20-00488	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC	315.00	65 E. BULTER AVENUE, SUITE 100	08-420-000-035	Expenditure	Aprv	1	1
		1 ms4 permit		Permits					
			315.00						
20-00489	04/20/20	OLDDOMIN OLD DOMINION BRUSH	555.88	PO BOX 277213	08-420-000-260	Expenditure	Aprv	2	1
		1 broom, gutter broom		Small Tools & Equipment					
			555.88						
20-00490	04/20/20	SERVIO10 SERVICE TIRE TRUCK CENTER	832.17	225 AVENUE A	08-446-000-235	Expenditure	Aprv	3	1
		1 tires		Vehicle Maintenance					
			832.17						

Checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	3	3	1,703.05

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: CAPITAL to CAPITAL Range of Check Ids: 1822 to 1836
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
1822	04/20/20	ADVANELE ADVANCED ELECTRONIC SECURITY	21,478.00	2203
1823	04/20/20	BCGARAGE B & C GARAGE DOORS	5,700.00	2203
1824	04/20/20	BENJROB BENJAMIN ROBERTS, LTD	11,022.22	2203
1825	04/20/20	BLACK010 DAVID BLACKMORE & ASSOC, INC.	707.50	2203
1826	04/20/20	CAPITOL CAPITOL HEATING AND AIR	10,985.00	2203
1827	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC	966.19	2203
1828	04/20/20	HAMMEL HAMMEL ASSOCIATES ARCHITECTS	3,807.01	2203
1829	04/20/20	HELPNOW HELP-NOW, LLC	65,570.00	2203
1830	04/20/20	MARKSTOU MARK STOUP/PAINTING CONTRACTOR	3,084.00	2203
1831	04/20/20	MCMAH010 MCMAHON ASSOCIATES, INC.	12,045.60	2203
1832	04/20/20	METRO020 METROPOLITAN COMMUNICATIONS	4,039.20	2203
1833	04/20/20	MIDAT010 MID ATLANTIC CONNECTIONS, INC.	13,890.00	2203
1834	04/20/20	MOHAWK MOHAWK RESOURCES LTD	32,956.63	2203
1835	04/20/20	TRAFFPLA TRAFFIC PLANNING & DESIGN	222.72	2203
1836	04/20/20	WCINSULA WEST CHESTER INSULATION	14,813.00	2203

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	15	0	201,287.07	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	15	0	201,287.07	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 04/20/20 Checking Account: CAPITAL G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
20-00483	04/20/20	ADVANELE ADVANCED ELECTRONIC SECURITY		4 MOURAR DRIVE					
	04/20/20	1 pd - case cracker room systems	21,478.00	30-409-002-610	Expenditure	Aprv	18	1	
			21,478.00	Township Building Expansion 2018-2020					
20-00469	04/20/20	BCGARAGE B & C GARAGE DOORS		PO BOX 72102					
	04/20/20	1 garage door installation	5,700.00	30-409-003-600	Expenditure	Aprv	2	1	
			5,700.00	Capital Construction - PW Building					
20-00482	04/20/20	BENJROB BENJAMIN ROBERTS, LTD		240 NORTH PRINCE STREET					
	04/20/20	1 wood bench	4,977.20	30-409-002-610	Expenditure	Aprv	16	1	
				Township Building Expansion 2018-2020					
20-00482	04/20/20	2 chairs/file cabinets	6,045.02	30-409-002-610	Expenditure	Aprv	17	1	
			11,022.22	Township Building Expansion 2018-2020					
20-00478	04/20/20	BLACK010 DAVID BLACKMORE & ASSOC, INC.		3335 West Ridge Pike					
	04/20/20	1 evaluations/inspections	707.50	30-409-002-610	Expenditure	Aprv	12	1	
			707.50	Township Building Expansion 2018-2020					
20-00477	04/20/20	CAPITOL CAPITOL HEATING AND AIR		PO BOX 738					
	04/20/20	1 installation on new heating	10,985.00	30-409-003-600	Expenditure	Aprv	11	1	
			10,985.00	Capital Construction - PW Building					
20-00476	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
	04/20/20	1 march services	966.19	30-409-002-610	Expenditure	Aprv	10	1	
			966.19	Township Building Expansion 2018-2020					
20-00480	04/20/20	HAMMEL HAMMEL ASSOCIATES ARCHITECTS		25 EAST GRANT STREET					
	04/20/20	1 february services	3,807.01	30-409-002-610	Expenditure	Aprv	14	1	
			3,807.01	Township Building Expansion 2018-2020					
20-00475	04/20/20	HELPNOW HELP-NOW,LLC		PO BOX 69					
	04/20/20	1 site wiring	3,000.00	30-409-002-600	Expenditure	Aprv	7	1	
				Capital Construction - Township Bldg					
20-00475	04/20/20	2 cabling/wiring project	35,070.00	30-409-002-600	Expenditure	Aprv	8	1	
				Capital Construction - Township Bldg					
20-00475	04/20/20	3 security system	27,500.00	30-409-002-600	Expenditure	Aprv	9	1	
			65,570.00	Capital Construction - Township Bldg					
20-00479	04/20/20	MARKSTOU MARK STOUP/PAINTING CONTRACTOR		238 GREEN TREE DRIVE					
	04/20/20	1 meeting room painted	3,084.00	30-409-002-610	Expenditure	Aprv	13	1	
				Township Building Expansion 2018-2020					

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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					
			3,084.00						
20-00470	04/20/20	1 11/20/19 services	12,045.60	425 COMMERCE DRIVE	30-455-000-651	Expenditure	Aprv	3	1
			12,045.60	Phase IV - Park Road Trail					
20-00474	04/20/20	1 cables/antenna installation	4,039.20	309 COMMERCE DRIVE	30-409-002-610	Expenditure	Aprv	6	1
			4,039.20	Township Building Expansion 2018-2020					
20-00472	04/20/20	1 electrical work	13,890.00	P. O. BOX 148	30-409-003-600	Expenditure	Aprv	4	1
			13,890.00	Capital Construction - PW Building					
20-00468	04/20/20	1 25000 LB 4 post, beam	32,956.63	PO BOX 110	30-438-000-701	Expenditure	Aprv	1	1
			32,956.63	Capital Purchases - Equipment					
20-00481	04/20/20	1 mileage	222.72	2500 E. HIGH STREET	30-455-000-651	Expenditure	Aprv	15	1
			222.72	Phase IV - Park Road Trail					
20-00473	04/20/20	1 pole building insulation	14,813.00	882 S. MATLACK STREET	30-409-003-600	Expenditure	Aprv	5	1
			14,813.00	Capital Construction - PW Building					

checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	15	18	201,287.07

There are NO errors or warnings in this listing.

April 16, 2020
03:27 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 495 to 499
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
495	04/20/20	ARROC010 ARRO CONSULTING, INC.	14,966.09	2204
496	04/20/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,176.50	2204
497	04/20/20	GILMO020 GILMORE & ASSOCIATES, INC	22,530.30	2204
498	04/20/20	MCAH010 MCMAHON ASSOCIATES, INC.	2,190.00	2204
499	04/20/20	STUBB010 STUBBE CONSULTING LLC	45.00	2204

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	40,907.89	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>40,907.89</u>	<u>0.00</u>

April 16, 2020
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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 04/20/20 Checking Account: DEV ESCROW G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
04/20/20 ARROC010 ARRO CONSULTING, INC. 108 WEST AIRPORT ROAD									
20-00409	04/20/20	1 Crossings	4,155.23	248-033	Project	Aprv	1	1	
				Chester Springs Crossing					
20-00409	04/20/20	2 Starbucks	582.75	248-034	Project	Aprv	2	1	
				STARBUCKS @ EAGLEPOINTE VILLAG					
20-00409	04/20/20	3 Preserve	6,461.36	248-035	Project	Aprv	3	1	
				THE PRESERVE @ MARSH CREEK SD					
20-00409	04/20/20	4 Vantage Point	986.25	248-017	Project	Aprv	4	1	
				Vantage Point at Chester Spr					
20-00409	04/20/20	5 Uppattinas	1,602.00	248-009	Project	Aprv	5	1	
				Open Community Corp					
20-00409	04/20/20	6 Villages	1,178.50	248-019	Project	Aprv	6	1	
				The Village at Byers Station					
			14,966.09						
04/20/20 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 118 W. MARKET STREET									
20-00410	04/20/20	1 Vantage Point	522.50	248-017	Project	Aprv	7	1	
				Vantage Point at Chester Spr					
20-00410	04/20/20	2 Byers 5C Commercial	500.00	248-028	Project	Aprv	8	1	
				COMMERCIAL 5-C					
20-00410	04/20/20	3 Profound Tech	154.00	248-030	Project	Aprv	9	1	
				PROFOUND TECHNOLOGIES					
			1,176.50						
04/20/20 GILMO020 GILMORE & ASSOCIATES, INC 65 E. BULTER AVENUE, SUITE 100									
20-00412	04/20/20	1 Starbucks	332.50	248-034	Project	Aprv	11	1	
				STARBUCKS @ EAGLEPOINTE VILLAG					
20-00412	04/20/20	2 Villages	1,130.05	248-019	Project	Aprv	12	1	
				The Village at Byers Station					
20-00412	04/20/20	3 Vantage Point	187.50	248-017	Project	Aprv	13	1	
				Vantage Point at Chester Spr					
20-00412	04/20/20	4 5C commercial	532.70	248-028	Project	Aprv	14	1	
				COMMERCIAL 5-C					
20-00412	04/20/20	5 Marsh Lea	622.71	248-012	Project	Aprv	15	1	
				Marsh Lea					
20-00412	04/20/20	6 Eagleview 1C	1,010.65	248-025	Project	Aprv	16	1	
				Eagleview Lot 1C					
20-00412	04/20/20	7 crossings	3,268.13	248-033	Project	Aprv	17	1	
				Chester Springs Crossing					
20-00412	04/20/20	8 Frame	212.18	248-001	Project	Aprv	18	1	
				RAC/Frame Tract					
20-00412	04/20/20	9 preserve coordination	1,630.44	248-035	Project	Aprv	19	1	
				THE PRESERVE @ MARSH CREEK SD					
20-00412	04/20/20	10 preserve construction	11,643.75	248-1-035	Project	Aprv	20	1	
				THE PRESERVE @ MARSH CREEK SEW					
20-00412	04/20/20	11 Villages	645.21	248-019	Project	Aprv	21	1	
				The Village at Byers Station					
20-00412	04/20/20	12 Profound Tech	135.00	248-030	Project	Aprv	22	1	
				PROFOUND TECHNOLOGIES					

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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
PO #	Enc Date	Item	Description		Description					
20-00412	04/20/20	13	Vantage Point	1,179.48	248-017		Project	Aprv	23	1
				22,530.30	Vantage Point at Chester Spr					
	04/20/20		MCMAH010 MCMAHON ASSOCIATES, INC.		425 COMMERCE DRIVE					
20-00460	04/20/20	1	160 Park Rd Beer Garden	2,190.00	248-022		Project	Aprv	24	1
				2,190.00	Eagle Village Parking Expanse					
	04/20/20		STUBB010 STUBBE CONSULTING LLC		1438 SHANER DRIVE					
20-00411	04/20/20	1	Profound Tech	45.00	248-030		Project	Aprv	10	1
				45.00	PROFOUND TECHNOLOGIES					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	5	24	40,907.89

There are NO errors or warnings in this listing.

Project Description	Project No.	Project Total
RAC/Frame Tract	248-001	212.18
Open Community Corp	248-009	1,602.00
Marsh Lea	248-012	622.71
Vantage Point at Chester Spr	248-017	2,875.73
The Village at Byers Station	248-019	2,953.76
Eagle Village Parking Expanse	248-022	2,190.00
Eagleview Lot 1C	248-025	1,010.65
COMMERCIAL 5-C	248-028	1,032.70
PROFOUND TECHNOLOGIES	248-030	334.00
Chester Springs Crossing	248-033	7,423.36
STARBUCKS @ EAGLEPOINTE VILLAG	248-034	915.25
THE PRESERVE @ MARSH CREEK SD	248-035	8,091.80
THE PRESERVE @ MARSH CREEK SEW	248-1-035	11,643.75
Total Of All Projects:		<u>40,907.89</u>

G/L Posting Summary

Account	Description	Debits	Credits
40-100-000-100	Cash - Fulton Bank	0.00	40,907.89
40-248-000-001	Due to Developers - Toll Bros.	212.18	0.00
40-248-000-009	Due to Developer's - Open Community Corp	1,602.00	0.00
40-248-000-012	Due to Developers - Marsh Lea	622.71	0.00
40-248-000-017	Due to Developer - Vantage Pt Retirement	2,875.73	0.00
40-248-000-019	Due to Developer - Village at Byers	2,953.76	0.00
40-248-000-022	Eagle Village Parking (Gunner)	2,190.00	0.00
40-248-000-025	Eagleview Lot 1C	1,010.65	0.00
40-248-000-028	Commercial 5C	1,032.70	0.00
40-248-000-030	PROFOUND TECHNOLOGIES	334.00	0.00
40-248-000-033	CHESTER SPRINGS CROSSING	7,423.36	0.00
40-248-000-034	Starbucks @ Eaglepointe Village	915.25	0.00
40-248-000-035	THE PRESERVE @ MARSH CREEK SD	8,091.80	0.00
40-248-001-035	THE PRESERVE @ MARSH CREEK SEWER	<u>11,643.75</u>	<u>0.00</u>
Grand Total:		40,907.89	40,907.89

Project Description	Project No.	Project Total
RAC/Frame Tract	248-001	212.18
Open Community Corp	248-009	1,602.00
Marsh Lea	248-012	622.71
Vantage Point at Chester Spr	248-017	2,875.73
The Village at Byers Station	248-019	2,953.76
Eagle Village Parking Expanse	248-022	2,190.00
Eagleview Lot 1C	248-025	1,010.65
COMMERCIAL 5-C	248-028	1,032.70
PROFOUND TECHNOLOGIES	248-030	334.00
Chester Springs Crossing	248-033	7,423.36
STARBUCKS @ EAGLEPOINTE VILLAG	248-034	915.25
THE PRESERVE @ MARSH CREEK SD	248-035	8,091.80
THE PRESERVE @ MARSH CREEK SEW	248-1-035	11,643.75
Total Of All Projects:		<u>40,907.89</u>



UPPER UWCHLAN TOWNSHIP

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MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: April 202020

Finance has worked on the following items during the month

- Received and processed 1,101 trash and 318 sewer payments (3/13/20 – 4/16/20)
- Completed the 2019 audit of the Township –completely remotely
- DCED for the Township for the year ended December 31, 2019 was filed
- Tax Collector transition:
 - Finance department had training on the Berkheimer system and now has access to it
 - Re-established on-line payments via credit card to pay real estate taxes
 - Resolved a number of issues with S&T Bank (formerly DNB First) in reference to our lockbox

Projects and goals

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

Highlights of the March, 2020 financial statements

- The balance sheet remains strong with cash of nearly **\$10.1 million** - of that amount **\$4.2 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 **\$1,983,415 or 24.6%** of the annual budget. Combined expenses are **\$1,583,335 or 22.4%** of the budget. The combined year to date net income - (General Fund and Solid Waste Fund) is **\$400,080**. Earned income tax revenue YTD was **\$935,886**.
- **I compared the Excess of Revenue over Expenditures at March 31, 2020 to the same period in 2019. The Township's financials a year ago (as of March 31) reflected an Excess of Revenues over Expenditures that was higher by \$152,000. However, the difference is not caused by lower revenues in 2020, but by higher expenses. Revenues were higher in the 1Q of 2020 than in 2019 by approximately \$15,000. Expenses were higher due to the 3% increase in salaries and by the capital contribution made to Lionville Fire Company during the first quarter of 2020 in the amount of \$150,000.**

Financial Effect of Business Closings due to the Pandemic on Upper Uwchlan Township

The largest financial impact to UUT from the COVID-19 pandemic will be in a reduction of Earned Income Taxes due to our residents' temporary unemployment due to mandated business closures. Business closures began to occur in mid to late March so we would not see much, if any, impact in the first quarter. We receive weekly distributions of EIT from Keystone Collections, but the largest distributions occur 2 months following a

quarter end. The majority of employers will remit their taxes to Keystone in the month following a quarter end, and then they remit to us. Revenue for the 1Q of 2020 was nearly \$30,000 higher than the first quarter of 2019 indicating that pre-quarantine, employment was higher this year than last year.

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It is impossible to predict what the decrease will be for 2020 at this point, but I am mildly optimistic that due to a greater percentage of our residents working in technology related jobs and therefore able to work remotely, that Upper Uwchlan Township will not be impacted as negatively as some other municipalities.

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of March 31, 2020

General Fund

Meridian Bank	\$ 4,529,034
Meridian Bank - Payroll	95,715
Meridian Bank MMA - restricted	38,833
Fulton Bank	53,852
Fulton Bank - Turf Field	427,982
Petty cash	300
Total General Fund	5,145,716

Certificate of Deposit - 1/2/21	272,369
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Total General Fund	\$ 5,418,085
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Solid Waste Fund

Meridian Bank - Solid Waste	538,090
Fulton Bank - Solid Waste	401,257
Total Solid Waste Funds	939,347

Total Solid Waste Fund	939,347
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Liquid Fuels Fund

Fulton Bank	1,089,078
	1,089,078

Total Liquid Fuels Fund	1,089,078
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Capital Projects Fund

Fulton Bank	538,482
PSDLAF	5,107
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	1,158,401
	1,701,990

Total Capital Projects Fund	1,701,990
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Act 209 Impact Fund

Fulton Bank	757,096
	757,096

Total Act 209 Impact Fund	757,096
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Water Resource Protection Fund

Fulton Bank	67,580
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Total Water Resource Protection Fund	67,580
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Sewer Fund

PSDLAF	84
Fulton Bank	106,765
	106,849

Total Sewer Fund	106,849
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Total - Upper Uwchlan Township	\$ 10,080,024
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Municipal Authority	\$ 5,606,068
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Developer's Escrow Fund	\$ 217,470
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Upper Uwchlan Township
Accounts Receivable
As of March 31, 2020

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

	Total Amount 3/31/2020	Total Amount 2/29/2020	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Brandywine Rugby	-	-	-					-
Craig Reed	-	-						-
Camp Hill Special School Soccer	-	-	-					-
CSU Soccer	-	-						-
Daniel Beecham	-	-	-					-
Downingtown 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	-	-	-	-				-
Penn Fusion Soccer Academy	-	-						-
RFC Rebels	-	-						-
St. Elizabeth's CYO Sports	-	-						-
Tad Doyle	950.00	950.00					950.00	950.00
Vincent United	-	75.00						-
Balance at March 31, 2020	<u>\$ 1,775.00</u>	<u>\$ 1,850.00</u>	<u>\$ -</u>	<u>\$ 875.00</u>	<u>\$ 25.00</u>	<u>\$ -</u>	<u>\$ 875.00</u>	<u>\$ 1,775.00</u>

Upper Uwchlan Township
Accounts Receivable
As of March 31, 2020

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

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	Amount 3/31/2020	Amount 2/29/2020	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Cable franchise fees - 1Q	58,000.00	-	58,000.00	-	-	-	-	58,000.00
Chester County cell tower rent	-	-	-	-	-	-	-	-
Overpaid Pa. taxes	191.94	191.94	-	191.94	-	-	-	191.94
	-	-	-	-	-	-	-	-
Balance at March 31, 2020	<u>\$ 58,191.94</u>	<u>\$ 191.94</u>	<u>58,000.00</u>	<u>191.94</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,191.94</u>

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

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ASSETS

Cash

01-100-000-100	General Checking - Fulton Bank	\$	53,852.43
01-100-000-200	Meridian Bank		4,529,034.06
01-100-000-210	Meridian Bank - Payroll		95,714.85
01-100-000-220	Meridian Bank MMA - restricted		38,832.75
01-100-000-250	Fulton Bank - Turf Field		427,981.70
01-100-000-300	Petty Cash		300.00
	Total Cash		5,145,715.79

Investments

01-120-000-100	Certificate of Deposit - 1/2/21		272,369.04
			272,369.04

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		27,471.53
01-145-000-021	Engineering Fees Receivable-CU		(5,419.42)
01-145-000-030	Legal Fees Receivable		4,942.76
01-145-000-040	R/E Taxes Receivable		78,179.64
01-145-000-050	Hydrant Tax Receivable		-
01-145-000-080	Field Fees Receivables		2,370.00
01-145-000-085	Turf Field Receivables		(595.00)
01-145-000-086	EIT Receivable		22,775.53
01-145-000-090	RE Transfer Tax Receivable		61,628.04
01-145-000-095	Misc accounts receivable		58,191.94
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		397.42
	Total Accounts Receivable		249,942.44

Other Current Assets

01-130-000-001	Due From Municipal Authority		68,455.26
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		68,455.26

Prepaid Expense

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

Total Assets

5,736,482.53

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

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LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	30,543.50
	Total Accounts Payable	30,543.50

Other Current Liabilities

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	7,562.53
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	2,590.00
01-219-000-000	LST Tax Withheld	350.00
01-220-000-000	State Unemployment W/H	759.89
01-221-000-000	Benefit Deduction-Aflac	666.31
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	152.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	2,461.58
01-258-000-000	Accrued Expenses	51,238.57
	Total Other Current Liabilities	66,974.39

Total Liabilities	97,517.89
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EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	4,832,971.69
	Current Period Net Income (Loss)	(6,928.65)
	Total Equity	5,638,964.64

Total Fund Balance	5,638,964.64
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Total Liabilities & Fund Balance	5,736,482.53
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Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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	78,234.45	994,100.00	(915,865.55)	7.9%
01-301-000-013	Real Estate Tax Refunds	(122.07)	(28,000.00)	27,877.93	0.4%
01-301-000-030	Delinquent Real Estate Taxes	4,121.55	30,000.00	(25,878.45)	13.7%
01-301-000-071	Hydrant Tax	218.55	65,000.00	(64,781.45)	0.3%
01-310-000-010	Real Estate Transfer Taxes	87,779.64	541,250.00	(453,470.36)	16.2%
01-310-000-020	Earned Income Taxes	947,257.60	3,857,000.00	(2,909,742.40)	24.6%
01-310-000-021	EIT commissions paid	(11,371.99)	(52,455.00)	41,083.01	21.7%
01-320-000-010	Building Permits	92,833.00	378,000.00	(285,167.00)	24.6%
01-320-000-020	Use & Occupancy Permit	1,200.00	12,000.00	(10,800.00)	10.0%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	750.00	2,000.00	(1,250.00)	37.5%
01-320-000-050	Refinance Certification Fees	600.00	3,000.00	(2,400.00)	20.0%
01-321-000-080	Cable TV Franchise Fees	58,000.00	225,000.00	(167,000.00)	25.8%
01-331-000-010	Vehicle Codes Violation	7,128.65	45,000.00	(37,871.35)	15.8%
01-331-000-011	Reports/Fingerprints	469.50	2,000.00	(1,530.50)	23.5%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	462.00	3,000.00	(2,538.00)	15.4%
01-341-000-001	Interest Earnings	23,704.11	50,000.00	(26,295.89)	47.4%
01-342-000-001	Rental Property Income	6,000.00	24,000.00	(18,000.00)	25.0%
01-354-000-010	County Grants	-	15,000.00	(15,000.00)	0.0%
01-354-000-020	State Grants	-	1,808.00	(1,808.00)	0.0%
01-354-000-030	Police Grants	465.00	-	465.00	#DIV/0!
01-355-000-001	PURTA	-	5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	600.00	600.00	-	100.0%
01-355-000-005	State Aid, Police Pension	-	122,000.00	(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	700.00	6,000.00	(5,300.00)	11.7%
01-361-000-032	Fees from Engineering	2,846.25	100,000.00	(97,153.75)	2.8%
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	152.66	1,000.00	(847.34)	15.3%
01-361-000-036	Legal Services Fees	2,845.75	6,000.00	(3,154.25)	47.4%
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	1,810.00	10,000.00	(8,190.00)	18.1%
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	3,846.24	5,000.00	(1,153.76)	76.9%
01-380-000-010	Insurance Reimbursement	-	3,000.00	(3,000.00)	0.0%
01-392-000-008	Municipal Authority Reimbursement	68,455.26	273,821.00	(205,365.74)	25.0%
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		1,379,265.35	6,977,274.00	(5,598,008.65)	19.8%

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

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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	47.82	383.00	(335.18)	12.5%
01-400-000-320	Telephone	132.68	2,000.00	(1,867.32)	6.6%
01-400-000-340	Public Relations	-	2,500.00	(2,500.00)	0.0%
01-400-000-341	Advertising	(213.70)	7,500.00	(7,713.70)	-2.8%
01-400-000-342	Printing	870.00	5,000.00	(4,130.00)	17.4%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	3,601.00	4,200.00	(599.00)	85.7%
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	1,330.00	6,000.00	(4,670.00)	22.2%
01-400-000-461	Bank Fees	2,987.81	9,000.00	(6,012.19)	33.2%
01-400-000-463	Misc expenses	9,430.49	2,000.00	7,430.49	471.5%
01-400-000-464	Wallace Twp. Tax Agreement	-	4,750.00	(4,750.00)	0.0%
		23,348.90	72,745.00	(49,396.10)	32.1%
EXECUTIVE					
01-401-000-100	Administration Wages	92,105.90	507,994.00	(415,888.10)	18.1%
01-401-000-150	Payroll Tax Expense	7,098.42	38,862.00	(31,763.58)	18.3%
01-401-000-151	PSATS Unemployment Compensation	-	480.00	(480.00)	0.0%
01-401-000-156	Employee Benefit Expense	24,919.75	122,353.00	(97,433.25)	20.4%
01-401-000-157	ACA Fees	-	240.00	(240.00)	0.0%
01-401-000-160	Non-Uniform Pension	10,351.48	41,436.00	(31,084.52)	25.0%
01-401-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	245.75	6,300.00	(6,054.25)	3.9%
01-401-000-181	Longevity Pay	-	5,100.00	(5,100.00)	0.0%
01-401-000-183	Overtime Wages	1,345.67	5,000.00	(3,654.33)	26.9%
01-401-000-200	Supplies	2,084.48	15,000.00	(12,915.52)	13.9%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	1,605.67	4,500.00	(2,894.33)	35.7%
01-401-000-230	Gasoline & Oil	64.76	2,200.00	(2,135.24)	2.9%
01-401-000-235	Vehicle Maintenance	334.85	1,000.00	(665.15)	33.5%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	617.99	10,000.00	(9,382.01)	6.2%
01-401-000-317	Parking/Travel	140.00	1,200.00	(1,060.00)	11.7%
01-401-000-322	Ipad Expenses	25.48	600.00	(574.52)	4.2%
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	4,278.80	6,100.00	(1,821.20)	70.1%
01-401-000-450	Contracted Services	9,797.30	16,310.00	(6,512.70)	60.1%
		155,651.33	795,265.00	(639,613.67)	19.6%
AUDIT					
01-402-000-450	Contracted Services	900.00	28,500.00	(27,600.00)	3.2%
		900.00	28,500.00	(27,600.00)	3.2%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	1,700.88	7,371.00	(5,670.12)	23.1%
01-403-000-150	Payroll Tax Expense	130.14	564.00	(433.86)	23.1%
01-403-000-200	Supplies	1.80	500.00	(498.20)	0.4%
01-403-000-215	Postage	2.50	2,000.00	(1,997.50)	0.1%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	300.00	3,000.00	(2,700.00)	10.0%
		2,135.32	14,035.00	(11,899.68)	15.2%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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	(1,402.50)	9,500.00	(10,902.50)	-14.8%
01-404-000-311	Non Reimbursable Legal	6,047.33	30,000.00	(23,952.67)	20.2%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		4,644.83	45,000.00	(40,355.17)	10.3%
COMPUTER					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	16,578.08	60,500.00	(43,921.92)	27.4%
01-407-000-222	Hardware	3,871.36	6,000.00	(2,128.64)	64.5%
01-407-000-240	Web Page	5,770.37	5,700.00	70.37	101.2%
01-407-000-450	Contracted Services	19,028.64	40,000.00	(20,971.36)	47.6%
		45,248.45	114,200.00	(68,951.55)	39.6%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	1,287.50	25,000.00	(23,712.50)	5.2%
01-408-000-310	Reimbursable Engineering	1,725.25	75,000.00	(73,274.75)	2.3%
01-408-000-311	Traffic Engineering	1,360.00	25,000.00	(23,640.00)	5.4%
01-408-000-313	Non Reimbursable Engineering	5,806.25	30,000.00	(24,193.75)	19.4%
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!
		10,828.80	169,500.00	(158,671.20)	6.4%
TOWNSHIP PROPERTIES					
<u>Public Works Building</u>					
01-409-001-200	Supplies	59.85	1,000.00	(940.15)	6.0%
01-409-001-231	Propane & heating - PW bldg	-	15,000.00	(15,000.00)	0.0%
01-409-001-250	Maint & Repair	4,088.00	14,000.00	(9,912.00)	29.2%
01-409-001-320	Telephone	1,196.86	4,000.00	(2,803.14)	29.9%
01-409-001-351	Insurance - property	3,100.32	12,401.00	(9,300.68)	25.0%
01-409-001-360	Utilities	1,490.06	12,000.00	(10,509.94)	12.4%
01-409-001-450	Contracted Services	2,472.97	5,000.00	(2,527.03)	49.5%
<u>Township Building</u>					
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	1,024.34	7,000.00	(5,975.66)	14.6%
01-409-003-351	Insurance Property	3,617.04	14,468.00	(10,850.96)	25.0%
01-409-003-360	Utilities	902.69	15,000.00	(14,097.31)	6.0%
01-409-003-380	Rent	24,984.00	18,333.00	6,651.00	136.3%
01-409-003-385	Relocation Costs	-	-	-	#DIV/0!
01-409-003-450	Contracted Services	1,235.70	25,000.00	(23,764.30)	4.9%
<u>Milford Road</u>					
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	1,822.94	3,000.00	(1,177.06)	60.8%
01-409-004-351	Insurance - property	516.72	2,067.00	(1,550.28)	25.0%
01-409-004-360	Utilities	926.24	2,000.00	(1,073.76)	46.3%
01-409-004-450	Contracted Services	-	9,100.00	(9,100.00)	0.0%
01-409-005-200	Police relocated - supplies	3,890.00	-	3,890.00	#DIV/0!
		51,327.73	174,369.00	(123,041.27)	29.4%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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	288,890.20	1,309,163.00	(1,020,272.80)	22.1%
01-410-000-150	Payroll Tax Expense	23,114.68	100,151.00	(77,036.32)	23.1%
01-410-000-151	PSATS Unemployment Compensation	-	1,040.00	(1,040.00)	0.0%
01-410-000-156	Employee Benefit Expense	104,489.15	333,668.00	(229,178.85)	31.3%
01-410-000-158	Medical Expense Reimbursements	965.12	10,000.00	(9,034.88)	9.7%
01-410-000-160	Pension Expense	62,933.25	251,733.00	(188,799.75)	25.0%
01-410-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-410-000-174	Tuition Reimbursment	-	12,000.00	(12,000.00)	0.0%
01-410-000-181	Longevity Pay	3,000.00	27,600.00	(24,600.00)	10.9%
01-410-000-182	Education incentive	3,800.00	3,750.00	50.00	101.3%
01-410-000-183	Overtime Wages	10,594.87	49,000.00	(38,405.13)	21.6%
01-410-000-187	Courttime Wages	300.94	12,000.00	(11,699.06)	2.5%
01-410-000-191	Uniform/Boot Allowances	6,900.00	11,600.00	(4,700.00)	59.5%
01-410-000-200	Supplies	1,709.07	14,000.00	(12,290.93)	12.2%
01-410-000-215	Postage	55.00	750.00	(695.00)	7.3%
01-410-000-230	Gasoline & Oil	7,988.47	30,000.00	(22,011.53)	26.6%
01-410-000-235	Vehicle Maintenance	4,477.03	23,000.00	(18,522.97)	19.5%
01-410-000-238	Clothing/Uniforms	373.41	9,000.00	(8,626.59)	4.1%
01-410-000-250	Maintenance & Repairs	61.92	2,500.00	(2,438.08)	2.5%
01-410-000-260	Small Tools & Equipment	351.18	9,000.00	(8,648.82)	3.9%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	2,803.55	13,000.00	(10,196.45)	21.6%
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	337.68	600.00	(262.32)	56.3%
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	1,785.00	6,000.00	(4,215.00)	29.8%
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	306.31	1,000.00	(693.69)	30.6%
01-410-000-450	Contracted Services	6,895.00	25,350.00	(18,455.00)	27.2%
01-410-000-740	Computer/Furniture	-	3,000.00	(3,000.00)	0.0%
		546,644.81	2,346,296.00	(1,799,651.19)	23.3%
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!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	18,851.94	60,000.00	(41,148.06)	31.4%
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%
		175,655.94	351,099.00	(175,443.06)	50.0%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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 Administrator Wages	56,779.46	250,390.00	(193,610.54)	22.7%
01-413-000-150	Payroll Tax Expenses	4,553.15	19,155.00	(14,601.85)	23.8%
01-413-000-151	PSATS Unemployment Compensation	-	240.00	(240.00)	0.0%
01-413-000-156	Employee Benefit Expense	23,337.00	72,761.00	(49,424.00)	32.1%
01-413-000-160	Pension	5,496.24	21,985.00	(16,488.76)	25.0%
01-413-000-165	Employer 457 Match	-	3,000.00	(3,000.00)	0.0%
01-413-000-181	Longevity Pay	3,000.00	7,500.00	(4,500.00)	40.0%
01-413-000-200	Supplies	3.29	2,000.00	(1,996.71)	0.2%
01-413-000-230	Gasoline & Oil	555.76	3,800.00	(3,244.24)	14.6%
01-413-000-235	Vehicle Maintenance	-	1,500.00	(1,500.00)	0.0%
01-413-000-316	Training/Seminar	175.00	3,000.00	(2,825.00)	5.8%
01-413-000-317	Parking/Travel	-	1,000.00	(1,000.00)	0.0%
01-413-000-320	Telephone	302.64	2,000.00	(1,697.36)	15.1%
01-413-000-322	Ipad Expense	143.52	600.00	(456.48)	23.9%
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!
		95,066.09	426,321.00	(331,254.91)	22.3%
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	55.00	1,500.00	(1,445.00)	3.7%
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	250.00	20,000.00	(19,750.00)	1.3%
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!
		305.00	28,500.00	(28,195.00)	1.1%
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 March 31, 2020

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	243.00	2,000.00	(1,757.00)	12.2%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	160.00	1,200.00	(1,040.00)	13.3%
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%
		523.00	7,850.00	(7,327.00)	6.7%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	1,639.09	4,371.00	(2,731.91)	37.5%
01-422-000-601	Contributions - DARC	23,037.00	23,037.00	-	100.0%
01-422-000-603	Downingtown Senior Center	-	2,000.00	(2,000.00)	0.0%
		24,676.09	29,408.00	(4,731.91)	83.9%
SIGNS					
01-433-000-200	Supplies	803.10	5,000.00	(4,196.90)	16.1%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		803.10	6,000.00	(5,196.90)	13.4%
SIGNALS					
01-434-000-450	Contracted Services	7,250.08	35,000.00	(27,749.92)	20.7%
		7,250.08	35,000.00	(27,749.92)	20.7%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	91,787.51	405,395.00	(313,607.49)	22.6%
01-438-000-150	Payroll Tax Expense	7,355.21	31,013.00	(23,657.79)	23.7%
01-438-000-151	PSATS Unemployment Compensation	3.34	560.00	(556.66)	0.6%
01-438-000-156	Employee Benefit Expense	44,866.32	143,928.00	(99,061.68)	31.2%
01-438-000-160	Pension	8,045.75	32,196.00	(24,150.25)	25.0%
01-438-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-438-000-181	Longevity	3,450.00	6,750.00	(3,300.00)	51.1%
01-438-000-183	Overtime Wages	1,374.86	24,000.00	(22,625.14)	5.7%
01-438-000-200	Supplies	6,126.80	51,300.00	(45,173.20)	11.9%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	3,232.64	34,200.00	(30,967.36)	9.5%
01-438-000-235	Vehicle Maintenance	2,371.62	17,050.00	(14,678.38)	13.9%
01-438-000-238	Uniforms	1,708.53	3,050.00	(1,341.47)	56.0%
01-438-000-245	Highway Supplies	171.75	10,100.00	(9,928.25)	1.7%
01-438-000-260	Small Tools & Equipment	1,092.92	12,800.00	(11,707.08)	8.5%
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	489.16	3,000.00	(2,510.84)	16.3%
01-438-000-322	Ipad Expense	182.10	1,200.00	(1,017.90)	15.2%
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	827.79	52,230.00	(51,402.21)	1.6%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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	-	-	-	#DIV/0!
		177,027.19	858,242.00	(681,214.81)	20.6%
	<u>Public Works - Facilities Division</u>				
01-438-001-100	Wages	27,970.87	218,918.00	(190,947.13)	12.8%
01-438-001-101	Employee Costs Allocated	-	(207,336.00)	207,336.00	0.0%
01-438-001-150	Payroll Tax Expense	2,149.76	16,747.00	(14,597.24)	12.8%
01-438-001-151	PSATS Unemployment Compensation	-	560.00	(560.00)	0.0%
01-438-001-156	Employee Benefit Expense	11,172.59	67,702.00	(56,529.41)	16.5%
01-438-001-160	Pension Expense	2,879.22	11,517.00	(8,637.78)	25.0%
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	308.56	8,000.00	(7,691.44)	3.9%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	1,386.69	12,000.00	(10,613.31)	11.6%
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!
		47,825.38	150,027.00	(102,201.62)	31.9%
	PARK & RECREATION				
	<u>Parks - General</u>				
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	1,635.95	15,000.00	(13,364.05)	10.9%
01-454-001-201	Park & Rec Special Events	150.00	6,000.00	(5,850.00)	2.5%
01-454-001-202	Community Day	1,925.00	28,000.00	(26,075.00)	6.9%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	311.03	6,000.00	(5,688.97)	5.2%
01-454-001-250	Maintenance & Repairs		500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	1,404.35	2,700.00	(1,295.65)	52.0%
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%
		6,203.97	276,197.00	(269,993.03)	2.2%
	HICKORY PARK				
01-454-002-200	Supplies-Hickory	418.78	3,000.00	(2,581.22)	14.0%
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	516.39	5,000.00	(4,483.61)	10.3%
01-454-002-450	Contracted Services	-	20,000.00	(20,000.00)	0.0%
		1,968.61	42,134.00	(40,165.39)	4.7%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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	143.47	3,000.00	(2,856.53)	4.8%
01-454-003-250	Maintenance & Repairs	360.38	10,000.00	(9,639.62)	3.6%
01-454-003-312	Engineering Fees		-	-	#DIV/0!
01-454-003-320	Telephone	374.97	2,500.00	(2,125.03)	15.0%
01-454-003-351	Insurance Property	1,033.44	4,134.00	(3,100.56)	25.0%
01-454-003-360	Utilities	1,884.22	12,000.00	(10,115.78)	15.7%
01-454-003-450	Contracted Services	-	16,000.00	(16,000.00)	0.0%
		3,796.48	47,634.00	(43,837.52)	8.0%
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	199.45	5,000.00	(4,800.55)	4.0%
01-454-005-231	Propane & Heating Oil	833.22	4,500.00	(3,666.78)	18.5%
01-454-005-250	Repairs & Maintenance	285.00	50,000.00	(49,715.00)	0.6%
01-454-005-351	Insurance - Building	1,033.44	4,134.00	(3,100.56)	25.0%
01-454-005-360	Utilities	1,254.89	4,000.00	(2,745.11)	31.4%
01-454-005-450	Contracted Services	671.90	5,000.00	(4,328.10)	13.4%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		4,277.90	72,634.00	(68,356.10)	5.9%
	Total Parks and Recreation	16,246.96	443,599.00	(427,352.04)	3.7%
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		1,386,194.00	6,143,110.00	(4,756,916.00)	22.6%
Excess of Revenues over Expenses Before Operating Transfers		(6,928.65)	834,164.00	(841,092.65)	-0.8%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended March 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		1,386,194.00	6,961,110.00	(5,574,916.00)	19.9%
EXCESS OF REVENUES OVER EXPENSES		(6,928.65)	16,164.00	(23,092.65)	-42.9%

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

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ASSETS

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 1,089,077.53
	Total Cash	<u>1,089,077.53</u>
Other Current Assets		
04-130-000-001	Due from General Fund	-
04-130-000-002	Due from Capital Fund	649.24
	Other Assets	-
	Total Other Current Assets	<u>649.24</u>
Total Assets		\$ 1,089,726.77

LIABILITIES AND FUND BALANCE

Accounts Payable		
04-200-000-000	Accounts Payable	-
04-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
	Other Liabilities	
04-230-000-010	Due To General Fund	-
	Due To Capital Fund	-
	Total Other Current Liabilities	<u>-</u>
Total Liabilities		-
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)	403,766.04
	Total Equity	<u>1,089,726.77</u>
Total Fund Balance		\$ 1,089,726.77
Total Liabilities & Fund Balance		\$ 1,089,726.77

Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending March 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	\$ 1,682.12	\$ 14,000.00	(12,317.88)	12%
04-355-000-002	Motor Fuel Vehicle Taxes	399,957.40	393,958.00	5,999.40	102%
04-389-000-001	Winter Snow Agreement	649.24	600.00	49.24	108%
04-389-000-002	Turnback Maintenance	14,520.00	14,760.00	(240.00)	98%
	Total Revenues	\$ 416,808.76	\$ 423,318.00	\$ (6,509.24)	320%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	10,183.62	75,000.00	(64,816.38)	14%
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	10,183.62	79,000.00	(68,816.38)	#DIV/0!
Road Projects					
04-438-000-239	Road Project Supplies	2,859.10	28,810.00	(25,950.90)	10%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	2,859.10	28,810.00	(25,950.90)	#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	\$ 13,042.72	\$ 621,254.00	\$ (608,211.28)	2%
	Excess of Revenues over Expenditures	\$ 403,766.04	\$ (197,936.00)	\$ 601,702.04	-204%

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

54

ASSETS

Cash			
05-100-000-010	Meridian Bank	\$	538,090.19
05-100-000-030	Cash - Fulton Bank		401,257.02
	Total Cash		<u>939,347.21</u>

Accounts Receivable

05-130-000-045	WIPP Receivable from MA		101,265.21
05-145-000-010	Solid Waste Receivable		134,259.26
05-145-000-095	Misc. Receivable		-
			<u>235,524.47</u>

Other Current Assets

05-130-000-010	Due from General Fund		152.00
05-130-000-020	Due from Capital Fund		-
05-130-000-050	Due from Municipal Authority		308.70
05-155-000-010	Prepaid Attorney Fees		-
	Other Assets		-
	Total Other Current Assets		<u>460.70</u>

Total Assets	\$	1,175,332.38
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LIABILITIES AND FUND BALANCE

Accounts Payable

05-200-000-020	Accounts Payable		-
05-258-000-000	Accrued Expenses		33,925.26
	Total Accounts Payable		<u>33,925.26</u>

Other Current Liabilities

05-239-000-010	Due To General Fund		-
05-239-000-020	Due To Capital Fund		-
05-239-000-030	Due to Liquid Fuels Fund		-
05-239-000-040	Due to Act 209 Fund		-
05-239-000-050	Due to Municipal Authority		-
05-252-000-010	Deferred Revenues		140,664.88
	Total Other Current Liabilities		<u>140,664.88</u>

Total Liabilities	174,590.14
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Equity

05-272-000-001	Opening Balance Equity		984,603.98
05-272-000-004	Unrestricted Net Assets		(390,870.17)
	Current Period Net Income (Loss)		407,008.43
	Total Equity		<u>1,000,742.24</u>

Total Fund Balance	\$	1,000,742.24
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Total Liabilities & Fund Balance	\$	1,175,332.38
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Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending March 31, 2020

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GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 2,458.30	\$ 10,000.00	(7,541.70)	25%
05-364-000-010	Solid Waste Income	601,539.53	1,058,444.00	(456,904.47)	57%
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	152.00	500.00	(348.00)	30%
	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	\$ 604,149.83	\$ 1,096,444.00	\$ (492,294.17)	#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	2,701.08	2,000.00	701.08	135%
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	1,433.55	9,000.00	(7,566.45)	16%
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	102,099.98	416,953.00	(314,853.02)	24%
05-427-000-460	Contracted Services - Recycling	45,618.24	178,890.00	(133,271.76)	26%
05-427-000-700	Tipping Fees	38,152.77	202,000.00	(163,847.23)	19%
05-427-000-725	Tipping Fees - Recycling	5,578.78	49,000.00	(43,421.22)	11%
05-427-000-800	Recycling Disposal	-	9,000.00	(9,000.00)	0%
	Total Operations	197,141.40	914,796.00	(717,654.60)	297%
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	\$ 197,141.40	\$ 1,064,796.00	\$ (867,654.60)	19%
	Excess of Revenues over Expenditures	\$ 407,008.43	\$ 31,648.00	\$ 375,360.43	1286%

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

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ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	67,580.04
	Total Cash	<u>67,580.04</u>

Other Current Assets

08-130-000-010	Due from General Fund	-
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	-
	Total Other Current Assets	<u>-</u>

Total Assets	\$	67,580.04
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LIABILITIES AND FUND BALANCE

Accounts Payable

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

Other Current Liabilities

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

Total Liabilities	-
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Equity

08-272-000-100	Unrestricted Net Assets	69,453.30
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	(1,873.26)
	Total Equity	<u>67,580.04</u>

Total Fund Balance	\$	67,580.04
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Total Liabilities & Fund Balance	\$	67,580.04
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Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending March 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	\$ 167.59	\$ 600.00	(432.41)	28%
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!
Total Revenues		\$ 167.59	\$ 583,032.00	\$ (582,864.41)	#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	1,155.80	-	1,155.80	#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	885.05	25,307.00	(24,421.95)	3%
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		2,040.85	560,351.00	(536,310.15)	#DIV/0!
Operating Transfers					
Transfer to General Fund		-	-	-	#DIV/0!
Total Operating Transfers		-	-	-	#DIV/0!
Total Expenditures		\$ 2,040.85	\$ 560,351.00	\$ (536,310.15)	0%
Excess of Revenues over Expenditures		\$ (1,873.26)	\$ 22,681.00	\$ (46,554.26)	-8%

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

8

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 757,095.78
	Total Cash	<u>757,095.78</u>

Other Current Assets

09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	<u>-</u>

Total Assets	\$	757,095.78
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LIABILITIES AND FUND BALANCE

Accounts Payable

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

Other Current Liabilities

09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	-
	Total Other Current Liabilities	<u>-</u>

Total Liabilities	\$	-
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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)	69,488.52
	Total Equity	<u>757,095.78</u>

Total Fund Balance	\$	757,095.78
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Total Liabilities & Fund Balance	\$	757,095.78
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Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended March 31, 2020

6

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 1,802.52	\$ 12,000.00	\$ (10,197.48)	15.0%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	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		69,488.52	490,470.00	(420,981.48)	#DIV/0!
09-489-000-000	Arle Grant - Act 209	-	-	-	
09-489-000-010	Engineering Fees	-	-	-	#DIV/0!
09-489-000-020	Construction	-	-	-	#DIV/0!
09-489-000-045	Contracted Services	-	-	-	#DIV/0!
09-489-000-600	Capital Construction	-	-	-	#DIV/0!
Total Expenditures		-	-	-	#DIV/0!
Excess of Revenues over Expenditures		\$ 69,488.52	\$ 490,470.00	\$ (420,981.48)	#DIV/0!

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

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 106,765.49
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>106,849.08</u>
Other Current Assets		
15-130-000-001	Due from General Fund	-
15-130-000-002	Due from Municipal Authority	-
15-136-000-100	Interest Receivable	-
	Other Assets	-
	Total Other Current Assets	<u>-</u>
Long-Term Assets		
15-130-000-005	Due from 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	(829.37)
		<u>27,864,113.57</u>
Total Assets		\$ 27,970,962.65

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	69,164.60
15-258-000-110	Interest Payable on Bonds - Series A of 2019	43,433.32
	Total Accounts Payable	<u>112,597.92</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	(4,983.86)
		<u>10,482,919.04</u>
Total Liabilities		10,595,516.96
Equity		
15-272-000-100	Unrestricted Net Assets	17,460,035.76
	Current Period Net Income (Loss)	(84,590.07)
	Total Equity	<u>17,375,445.69</u>
Total Fund Balance		\$ 17,375,445.69
Total Liabilities & Fund Balance		\$ 27,970,962.65

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 358.37	\$ 3,000.00	(2,641.63)	12%
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		\$ 358.37	\$ 575,794.00	\$ (575,435.63)	#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	51,873.45	207,494.00	(155,620.55)	25%
15-472-000-110	Bond Interest Expense - Series A of 2019	32,574.99	130,300.00	(97,725.01)	25%
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	84,448.44	326,864.00	(248,231.56)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 84,948.44	\$ 328,064.00	\$ (248,931.56)	26%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
Total Expenditures and Transfers		84,948.44	328,064.00	(248,931.56)	#DIV/0!
Excess of Revenues over Expenditures		\$ (84,590.07)	\$ 247,730.00	\$ (326,504.07)	-34%

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

62

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	538,481.53
30-100-000-020	PSDLAF		5,107.04
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		-
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		1,158,401.33
	Total Cash		<u>1,701,989.90</u>
Accounts Receivable			
30-130-000-001	Due from General Fund		-
30-130-000-002	Due From Municipal Authority		-
30-130-000-003	Due from Escrow Fund		-
30-130-000-004	Due from Solid Waste Fund		-
30-130-000-005	Due From Liquid Fuels Fund		-
30-130-000-006	Due from Act 209 Fund		-
30-130-000-007	Due from Water Resource Protection Fund		-
	Total Accounts Receivable		<u>-</u>
Other Current Asset			
30-155-000-000	Prepaid Expenses		27,863.33
30-191-000-000	Other Assets		-
	Total Other Current Asset		<u>27,863.33</u>
Total Assets		\$	1,729,853.23

LIABILITIES AND FUND BALANCE

Accounts Payable			
30-200-000-000	Accounts Payable		-
30-258-000-000	Accrued Expenses		-
30-258-000-100	Interest Payable - 2019 Bonds		66,125.00
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		<u>5,642,050.72</u>
Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		<u>-</u>
Other Current Liabilities			
30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		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		<u>649.24</u>
Total Liabilities		\$	5,642,699.96
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)		(1,200,027.54)
	Total Equity		<u>(3,912,846.73)</u>
Total Fund Balance		\$	(3,912,846.73)
Total Liabilities & Fund Balance		\$	1,729,853.23

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending March 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	\$ 9,987.19	\$ 20,000.00	(10,012.81)	50%
30-354-000-010	Grant Revenue - County	8,558.13	-	8,558.13	#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	4,600.00	5,000.00	(400.00)	92%
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!
		36,159.71	698,800.00	(662,640.29)	5%
Total Revenues					
		\$ 36,159.71	\$ 698,800.00	\$ (662,640.29)	5%
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General	39.00	-	39.00	#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	1,081,518.70	2,162,441.00	(1,080,922.30)	50%
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	228.29	34,500.00	(34,271.71)	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	1,081,785.99	2,352,592.00	(1,270,806.01)	46%
Police					
30-410-000-700	Capital Purchases- Police	41,713.00	51,100.00	(9,387.00)	82%
	Future Purchase	-	-	-	#DIV/0!
		41,713.00	51,100.00	(9,387.00)	82%
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	19,114.02	271,952.00	(252,837.98)	7%
	Total Public Works	19,114.02	271,952.00	(252,837.98)	#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 March 31, 2020

64

Parks					
All Parks					
30-454-000-700	Capital Purchases - All Parks	39,369.94	-	39,369.94	#DIV/0!
Hickory Park					
30-454-001-600	Capital Construction - Hickory	-	158,358.00	(158,358.00)	0%
30-454-001-700	Capital Purchases - Hickory	-	-	-	#DIV/0!
Fellowship Fields					
30-454-002-600	Capital Construction - Fellowship	-	10,000.00	(10,000.00)	0%
30-454-002-700	Capital Purchases - Fellowship	-	-	-	#DIV/0!
Larkins Field					
30-454-003-600	Capital Construction - Larkins	-	-	-	#DIV/0!
30-454-003-700	Capital Purchases - Larkins	-	-	-	#DIV/0!
Upland Farms					
30-454-004-600	Capital Construction - Upland	2,000.00	753,000.00	(751,000.00)	0%
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland	-	-	-	#DIV/0!
Village of Eagle Pocket Park					
30-506-000-100	Design	-	-	-	
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	41,369.94	921,358.00	(879,988.06)	4%
Trails					
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	2,310.55	3,850.00	(1,539.45)	60%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	2,310.55	3,850.00	(1,539.45)	60%
Debt Service					
30-472-000-100	Interest Expense - Series of 2019	49,593.75	204,675.00	(155,081.25)	24%
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	49,593.75	250,589.00	(200,995.25)	20%
Village Concept					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	300.00	-	300.00	#DIV/0!
		300.00	-	300.00	#DIV/0!
Total Expenditures before Operating Transfers					
		\$ 1,236,187.25	\$ 3,918,540.00	\$ (2,682,352.75)	32%
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					
		\$ (1,200,027.54)	\$ (3,219,740.00)	\$ 2,019,712.46	37.27%

Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of March 31, 2020

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 217,470.37
	Total Cash	217,470.37
Other Current Assets		
40-130-000-010	Due from General Fund	51,757.56
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	51,757.56
	Total Assets	\$ 269,227.93

LIABILITIES AND FUND BALANCE

Accounts Payable

40-200-000-000	Accounts Payable	-
	Total Accounts Payable	-

Other Current Liabilities

40-230-000-010	Due To General Fund	-
40-230-000-020	Due to Solid Waste Fund	-
40-230-000-030	Due to Municipal Authority	-
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	4,141.73
40-248-000-004	Columbia Gas Transmission LLC	8,126.70
40-248-000-005	Chester County - Radio Tower	344.50
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,774.59
40-248-000-009	Open Community Corp.	(18,753.91)
40-248-000-010	Sunoco Reed Road	4,144.59
40-248-000-011	McHugh	10.63
40-248-000-012	Marsh Lea	(312.22)
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	776.63
40-248-000-015	McKee Fetters	(1,639.18)
40-248-000-017	Vantage Point Retirement	(964.44)
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	2,397.52
40-248-000-020	Milford Rd. Associates	0.90
40-248-000-021	Townes at Chester Springs	1,682.60
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,720.89
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	13,078.38
40-248-000-026	Lot 1B Maintenance Area	5,306.87
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	(6,691.19)
40-248-000-030	Profound Technologies	2,892.87
40-248-000-031	Windsor Baptist Church	4,067.74
40-248-000-032	Eagle Village Parking Expansion	(1,003.93)
40-248-000-033	Chester Springs Crossing	44,956.68
40-248-000-034	Starbucks @ Eaglepoint Village	1,684.99
40-248-000-035	The Preserve at Marsh Creek SD	(2,047.49)
40-248-001-032	Gunner Parking Exp Construction	1,410.52
40-248-001-035	The Preserve at Marsh Creek Sewer	189,055.78
40-248-000-500	Gunner Properties Performance	-
	Total Other Current Liabilities	269,290.93

40-258-000-000	Accrued Expenses	-
	Total Liabilities	\$ 269,290.93

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	\$ 269,227.93

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

69

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 551.67	\$ -	\$ 551.67	-
40-341-000-010	Interest Income - allocated to Developers	(551.67)	-	(551.67)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
	Total Revenue	-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Expenditures	-	-	-	-
	Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	-

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 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**

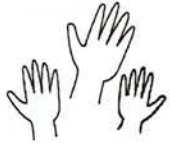


The U.S. Census arrives in April 2020

What you need to know

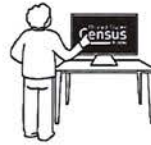


United States[™]
**Census
2020**



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.





ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: April 16, 2020

To: Tony Scheivert - 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, 2020 meeting where Final PRD Approval was recommended. Revised plans have been submitted and reviewed by the consultants for potential consideration of same at the Boards April 20th, 2020 meeting.

Overall Development Construction- Other than for the addressing of critical matters such as enclosing homes which were started prior to the COVID-19 Pandemic, and addressing erosion and sedimentation issues, all site construction has ceased on all projects.

General:
Meetings / Correspondence with staff regarding various matters.



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: April 16, 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 addressed all outstanding comments and developers' agreements are being prepared.

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 and the facility is open.

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. Other than final home construction, the project is substantially complete and we have received a request for a final site punch list.

Byers Station (Lot 5C)- [Residential] - Other than completion of work on homes which were started prior to the COVID-19 Pandemic, all construction has ceased. To date, we have received 19 building permit applications (101 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

Reference: Development Update

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File No. 20-01080T
April 16, 2020

proposed 81,300 SF of commercial space. The Board granted approval to this plan at their October 14th, 2019 meeting.

Byers Station (Lot 6C)- Vantage Point – An Amended Tentative PRD Application has been submitted for this site. The Applicant is proposing to construct a 36,171 SF, 3 story retirement facility. The 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 reviewed by the consultants for potential consideration of same at the Board's April 20th, 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. We have received 13 grading permits for proposed homes. Construction has ceased due to the COVID-19 Virus.

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. A preconstruction meeting was held for the project on March 11th, however, the project has now been placed on hold due to COVID-19.

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.

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.

Preserve at Marsh Creek (Fetters Property) - The Board granted Final Land Development Approval at their October 16th, 2017 meeting. We have received our first 2 building permit applications. However, as a result of COVID-19, all site construction has now ceased and all disturbed areas on the site will be temporarily stabilized.

Reference: Development Update

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File No. 20-01080T
April 16, 2020

Reserve at Chester Springs (Frame Property) – The project is substantially complete. Final paving was completed last month.

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. A conditional use hearing will be scheduled in the near future.

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

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ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath

RE: Codes Department Activity Report

DATE: April 7, 2020

=====

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

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP
Permit Analysis
2017-2020

	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	44	\$43,487.50	95	\$142,083.50
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	53	\$ 54,586.50	148	\$ 196,670.00
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				



MARCH 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: 127

- Municipal Authority & PA 1-calls
 - 84 Work orders completed
- Public Works
 - 5 Work orders completed
- Parks
 - 5 Work orders completed
- Solid Waste
 - 26 Work orders completed
- Vehicles and Equipment (All Dept.)
 - 7 Work orders completed

The following was either completed or halted due to COVID 19 Protocol

- Used Vac Truck after rain events to clear curbs and inlets
- Hauled the rest of the recyclable rock/dirt to Cedar Hollow Recycling
- Created new Egg and changed age groups on the others for Easter Egg Hunt
- Repaired broken toters for reuse

- Removed old floor lift and filled void with concrete
- Installed electric, lighting, and heat in new PW building
- Hauled out unusable fill dirt
- Cleaned up all Brine tanks
- Worked on electric service to new pole barn
- Repaired potholes on E. Township Line Rd
- Worked on mowers
- Installed garage door openers on new PW building
- Installed new street signs on various roads due to loss of retroreflectivity
- Street sweeping was done on various roadways
- Removed debris at pipe crossings along Twp roadways
- 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 were started and then have halted on all Township owned vehicles and equipment.
- PA 1-Calls were responded to as they came in.

Bids:

- The Road Materials bid was advertised and is now out on PennBid

Road Dedications:

- None

Workforce March and up until April 8, 2020

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- The Public Works crew completed various safety classes and policy review testing through the Power DMS system, LTAP, and DVIT.
- The crew is in to do Pa 1-calls, mowing, trash at Upland Farm Park, and any emergency call-out. I have been in every day alone. I have been working on the Road Resurfacing bid, monitoring the Parks, sign repairs, roadside debris cleanup, and any functions that need done and can be done by me alone. I have been taking in any deliveries that were ordered before shutdown and any that may come in for PD. And I have been completing online training.

Respectfully submitted,

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

LAND DEVELOPMENT AGREEMENT

PROFOUND TECHNOLOGIES - 125 LITTLE CONESTOGA ROAD

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 20____, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **RIP HOLDINGS, LLC**, a Pennsylvania limited liability company with an address of 125 Little Conestoga Road, Chester Springs, Pennsylvania 19425 ("Developer").

BACKGROUND:

- A. Developer proposes to develop a 1.184 acre piece of property, known as Chester County Tax Parcel No. 32-4-38.3 situate at 125 Little Conestoga Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as "125 Little Conestoga Road" ("Development").
- B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Development on November 18, 2019. Developer received final approval of the land development plans for the Development, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. Definitions; Interpretation.

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
 - (1) "Tract" shall mean all that certain 1.184 acre tract located at 125 Little Conestoga Road, Upper Uwchlan Township, Chester County, Pennsylvania, Chester and which is more fully and further shown and described on the Plans.

- (2) "Plans" shall mean the land development plan entitled "Preliminary/Final Land Development Plan of 125 Little Conestoga Road" prepared by D.L. Howell & Associates, Inc., dated November 9, 2018, last revised _____, 2020, consisting of fourteen (14) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) "Subject Land Development" or "Project" shall mean the proposed land development of the Tract as an addition to the existing commercial building, together with such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.
- (4) "Improvements" shall mean all those walkways, curbs, gutters, street lights, fire hydrants, shade trees, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully shown, identified or otherwise described on and by the Plans.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates, as set forth on Exhibit "B".
- (6) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (8) "Financial Institution" shall mean the bonding company or lending institution chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial

Security to the Township. The Financial Institution must be a bonding company or Federal or Commonwealth chartered lending institution which is authorized to conduct business in the Commonwealth of Pennsylvania.

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

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

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

the foregoing, those provisions contained in the Plans shall prevail and control.

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

right, but not the obligation, and provided the Developer is first given written notice by the Township specifying the failure of repair or maintenance and opportunity to cure said default pursuant to Section 5.A(8) of the Financial Security Agreement, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:

- (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair and maintenance, or otherwise, with respect to the Improvements subject of the default); and
- (2) In order to pay for the costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the Township for and otherwise related to any such legal and/or equitable action or proceeding.

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

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

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any building addition or other structures in, on and/or related to the Subject Land Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.
- C. The initial amount of the Financial Security shall be Two Hundred Ten Thousand Nine Hundred Four and 93/100 Dollars (\$210,904.93), which is 110% of the total cost estimate as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

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

- A. In the event that any of the Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Improvements and pay related costs, expenses and fees.

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

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

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

- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, unless and until all the aforesaid costs, expenses and fees are paid in full.

6. **Indemnification.**

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

7. **Notices.**

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

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

8. **Miscellaneous.**

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

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

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

SIGNATURE PAGE FOLLOWS

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

UPPER UWCHLAN TOWNSHIP

Secretary By: _____

**DEVELOPER
RIP HOLDINGS LLC,
a Pennsylvania limited liability company**

Attest: _____ By: _____
Name:
Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of RIP HOLDINGS LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
01	C01.1	Cover Sheet	11/9/18	
02	C01.2	Land Development Plan	11/9/18	
03	C02.1	Existing Conditions Plan	11/9/18	
04	C02.2	Site Aerial Plan	11/9/18	
05	C03.1	Grading & Utilities Plan	11/9/18	
06	C03.2	PCSWM Plan	11/9/18	
07	C03.3	PCSWM Details	11/9/18	
08	C04.1	Conservation Plan	11/9/18	
09	C04.2	Conservation Details	11/9/18	
10	C05.1	Construction Details	11/9/18	
11	C05.2	Truck Turning Plan	11/9/18	
12	C06.1	Lighting Plan	11/9/18	
13	C06.2	Light Specifications	11/9/18	
14	C07.1	Landscape Plan	11/9/18	

EXHIBIT "B"**SECURED IMPROVEMENTS**



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

92

March 5, 2020

File No. 18-07009T

Ms. Shanna Lodge
Acting Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: Profound Technologies (125 Little Conestoga Road)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$210,904.93**

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq.- BBMM, LLC (Via e-mail only)
Kevin A. Busza, RIP Holdings, LLC (via email only)
Alyson Zarro, Esq. -RRHC (Via e-mail only)
Christopher Daily, PE – DL Howell & Associates, Inc. (Via e-mail only)

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

www.gilmore-assoc.com

ESCROW STATUS REPORT

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

PROJECT NAME: Profound Technologies (125 Little Conestoga Road)

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER: 18-07000T
TOTAL CONSTRUCTION (100%) = \$ 191,731.75
TOWNSHIP SECURITY = \$ 19,173.18
CONSTRUCTION INSPECTION \$ -
GRAND TOTAL ESCROWED = \$ 210,904.93

RELEASE NO.: 0
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 210,904.93
CONSTRUCTION COMPLETION:

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS				QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
A. EROSION & SEDIMENTATION CONTROLS										
18" Compost Filter Sock	LF	488	\$6.00		\$2,928.00		\$	488	\$ 2,928.00	
Orange Construction Fence	LF	376	\$2.00		\$752.00		\$	376	\$752.00	
Initial Protection	EA	7	\$80.00		\$560.00		\$	7	\$560.00	
NAG S-75 Matting	SY	626	\$1.00		\$626.00		\$	626	\$626.00	
Remove E&S Control	LS	1	\$1200.00		\$1,200.00		\$	1	\$1,200.00	
SUBTOTAL ITEM A					\$		\$		\$ 5,066.00	
B. STORM SEWER										
6" HOPE	LF	194	\$27.00		\$5,238.00		\$	194	\$ 5,238.00	
8" HOPE	LF	270	\$27.00		\$7,290.00		\$	270	\$7,290.00	
15" HOPE	LF	327	\$57.00		\$18,639.00		\$	327	\$18,639.00	
Manhole	EA	1	\$1500.00		\$1,500.00		\$	1	\$1,500.00	
Type M Inlet	EA	2	\$2,300.00		\$4,600.00		\$	2	\$4,600.00	
Type C Inlet	EA	2	\$4,400.00		\$8,800.00		\$	2	\$8,800.00	
Outlet Structure	EA	2	\$2,600.00		\$5,200.00		\$	2	\$5,200.00	
Infiltration System	EA	2	\$25,000.00		\$50,000.00		\$	2	\$50,000.00	
SUBTOTAL ITEM B					\$		\$		\$ 101,267.00	
C. SIDEWALK / CURBING										
Prepare Subbase for Sidewalk	SF	1315	\$1.25		\$1,643.75		\$	1,315	\$ 1,643.75	
4" Thick Concrete Sidewalk	SF	1315	\$4.00		\$5,260.00		\$	1,315	\$5,260.00	
Curb (Along Roadway)	LF	221	\$16.00		\$3,536.00		\$	221	\$3,536.00	
SUBTOTAL ITEM C					\$		\$		\$ 10,218.75	
D. LANDSCAPING & LIGHTING										
Site Lights	EA	7	\$1,000.00		\$7,000.00		\$	7	\$7,000.00	
Village Lights (Along Roadway)	EA	3	\$3,500.00		\$10,500.00		\$	3	\$10,500.00	
Quercus phellos (Deciduous)	EA	10	\$450.00		\$4,500.00		\$	10	\$4,500.00	
Panarua x Acerella (Deciduous)	EA	6	\$300.00		\$1,800.00		\$	6	\$1,800.00	
Nyssa sylvatica (Deciduous)	EA	6	\$350.00		\$2,100.00		\$	6	\$2,100.00	
Picea canadica (Evergreen)	EA	6	\$400.00		\$2,400.00		\$	6	\$2,400.00	
Picea abies (Evergreen)	EA	3	\$350.00		\$1,050.00		\$	3	\$1,050.00	
Ilex glabra (Evergreen)	EA	41	\$60.00		\$2,460.00		\$	41	\$2,460.00	
Ilex pedunculata (Evergreen Shrub)	EA	6	\$60.00		\$360.00		\$	6	\$360.00	
Ilex verticillata (Deciduous Shrub)	EA	16	\$60.00		\$960.00		\$	16	\$960.00	
Cornus sericea (Deciduous Shrub)	EA	23	\$50.00		\$1,150.00		\$	23	\$1,150.00	
Linnaea borealis (Deciduous Shrub)	EA	6	\$50.00		\$300.00		\$	6	\$300.00	
SUBTOTAL ITEM D					\$		\$		\$ 36,330.00	
E. MISC										
Signs and Handrail	LS	1	\$5,000.00		\$5,000.00		\$	1	\$5,000.00	
Retaining Wall	SF	750	\$25.00		\$18,750.00		\$	750	\$18,750.00	
Trash Enclosure w/ Gate	LS	1	\$3,000.00		\$3,000.00		\$	1	\$3,000.00	
Signs	EA	9	\$100.00		\$900.00		\$	9	\$900.00	
Line Stippling/Crosswalk Striping	LS	1	\$5,000.00		\$5,000.00		\$	1	\$5,000.00	
Concrete Wheel Stops	EA	2	\$100.00		\$200.00		\$	2	\$200.00	
Perforated gas line around infiltration bed	LS	1	\$5,000.00		\$5,000.00		\$	1	\$5,000.00	

PROJECT NAME: Profound Technologies (125 Little Conestoga Road)

PROJECT NUMBER: 18-07009T

PROJECT SPONSOR: RIP Holdings, LLC Attn: Kevin Busza

MUNICIPALITY: Upper Uwchlan Township

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

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$	191,731.75
TOWNSHIP SECURITY = \$	19,173.18
CONSTRUCTION INSPECTION \$	-
GRAND TOTAL ESCROWED = \$	210,904.93

RELEASE NO.: 0
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 210,904.93
CONSTRUCTION COMPLETION:

ESCROW TABULATION CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE PERCENT
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
SUBTOTAL ITEM E				\$37,850.00							
TOTAL IMPROVEMENTS - ITEMS A-E				\$ 191,731.75						\$ 191,731.75	
F. CONTINGENCY (TOWNSHIP SECURITY) (10%)				\$ 19,173.18						\$ 19,173.18	ACTIVQ
NET CONSTRUCTION RELEASE										\$ 210,904.93	ACTIVQ
SURETY AMOUNT				\$ 210,904.93						\$ 210,904.93	



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

95

March 5, 2020

File No. 18-07009T

Ms. Shanna Lodge
Acting Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

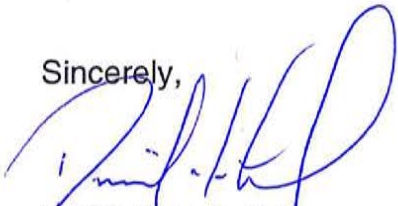
Reference: Profound Technologies (125 Little Conestoga Road)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$210,904.93**

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

Sincerely,



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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq.- BBMM, LLC (Via e-mail only)
Kevin A. Busza, RIP Holdings, LLC (via email only)
Alyson Zarro, Esq. -RRHC (Via e-mail only)
Christopher Daily, PE – DL Howell & Associates, Inc. (Via e-mail only)

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Phone: 610-489-4949 | Fax: 610-489-8447

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ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426									
SUMMARY OF ESCROW ACCOUNT																			
PROJECT NAME: Profound Technologies (125 Little Conestoga Road)																			
PROJECT NUMBER: 18-07009T																			
PROJECT SPONSOR: RIP Holdings, LLC Attn: Kevin Busza																			
MUNICIPALITY: Upper Uwchlan Township																			
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TOWNSHIP SECURITY = \$ 19,173.18																			
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RELEASE NO.: 0																			
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TOTAL ESCROW REMAINING: \$ 210,904.93																			
CONSTRUCTION COMPLETION:																			
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CONSTRUCTION ITEMS																			
A. EROSION & SEDIMENTATION CONTROLS																			
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE								
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT	COMPLETE PERCENT							
18" Composite Filter Sock	LF	488	\$6.00	\$ 2,928.00		\$ -		\$ -		\$ 2,928.00									
Orange Construction Fence	LF	376	\$2.00	\$ 752.00		\$ -		\$ -		\$ 752.00									
Inlet Protection	EA	7	\$80.00	\$ 560.00		\$ -		\$ -		\$ 560.00									
NAG S-75 Matting	SV	626	\$1.00	\$ 626.00		\$ -		\$ -		\$ 626.00									
Remove E&S Control	LS	1	\$1200.00	\$ 1,200.00		\$ -		\$ -		\$ 1,200.00									
SUBTOTAL ITEM A				\$ 6,066.00		\$ -		\$ -		\$ 6,066.00									
B. STORM SEWER																			
6" HOPE	LF	194	\$27.00	\$ 5,238.00		\$ -		\$ -		\$ 5,238.00									
8" HOPE	LF	270	\$27.00	\$ 7,290.00		\$ -		\$ -		\$ 7,290.00									
15" HOPE	LF	327	\$57.00	\$ 18,639.00		\$ -		\$ -		\$ 18,639.00									
Manhole	EA	1	\$1500.00	\$ 1,500.00		\$ -		\$ -		\$ 1,500.00									
Type M Inlet	EA	2	\$2300.00	\$ 4,600.00		\$ -		\$ -		\$ 4,600.00									
Type C Inlet	EA	2	\$4400.00	\$ 8,800.00		\$ -		\$ -		\$ 8,800.00									
Outlet Structure	EA	2	\$2600.00	\$ 5,200.00		\$ -		\$ -		\$ 5,200.00									
Infiltration System	EA	2	\$25,000.00	\$ 50,000.00		\$ -		\$ -		\$ 50,000.00									
SUBTOTAL ITEM B				\$ 101,267.00		\$ -		\$ -		\$ 101,267.00									
C. SIDEWALK / CURBING																			
Prepare Subbase for Sidewalk	SF	1315	\$1.25	\$ 1,643.75		\$ -		\$ -		\$ 1,643.75									
4" Thick Concrete Sidewalk	SF	1315	\$4.00	\$ 5,260.00		\$ -		\$ -		\$ 5,260.00									
Curb (Along Roadway)	LF	221	\$15.00	\$ 3,315.00		\$ -		\$ -		\$ 3,315.00									
SUBTOTAL ITEM C				\$ 10,218.75		\$ -		\$ -		\$ 10,218.75									
D. LANDSCAPING & LIGHTING																			
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Village Lights (Along Roadway)	EA	3	\$3,500.00	\$ 10,500.00		\$ -		\$ -		\$ 10,500.00									
Quercus phellos (Deciduous)	EA	10	\$450.00	\$ 4,500.00		\$ -		\$ -		\$ 4,500.00									
Paritanus x Acerifolia (Deciduous)	EA	6	\$300.00	\$ 1,800.00		\$ -		\$ -		\$ 1,800.00									
Nyssa sylvatica (Deciduous)	EA	5	\$350.00	\$ 1,750.00		\$ -		\$ -		\$ 1,750.00									
Picea omorika (Evergreen)	EA	6	\$400.00	\$ 2,400.00		\$ -		\$ -		\$ 2,400.00									
Picea abies (Evergreen)	EA	6	\$350.00	\$ 2,100.00		\$ -		\$ -		\$ 2,100.00									
Picea glauca (Evergreen)	EA	3	\$350.00	\$ 1,050.00		\$ -		\$ -		\$ 1,050.00									
Ilex glabra 'Compacta' (Evergreen Shrub)	EA	41	\$60.00	\$ 2,460.00		\$ -		\$ -		\$ 2,460.00									
Myrica pennsylvanica (Evergreen Shrub)	EA	6	\$60.00	\$ 360.00		\$ -		\$ -		\$ 360.00									
Ilex verticillata 'Red Sprite' (Deciduous Shrub)	EA	16	\$60.00	\$ 960.00		\$ -		\$ -		\$ 960.00									
Cornus sericea 'Flaviramea' (Deciduous Shrub)	EA	23	\$50.00	\$ 1,150.00		\$ -		\$ -		\$ 1,150.00									
Lindera benzoin (Deciduous Shrub)	EA	6	\$50.00	\$ 300.00		\$ -		\$ -		\$ 300.00									
SUBTOTAL ITEM D				\$ 36,330.00		\$ -		\$ -		\$ 36,330.00									
E. MISC																			
Stops and Handrail	LS	1	\$5,000.00	\$ 5,000.00		\$ -		\$ -		\$ 5,000.00									
Retaining Wall	SF	750	\$25.00	\$ 18,750.00		\$ -		\$ -		\$ 18,750.00									
Trash Enclosure w/ Grate	LS	1	\$3,000.00	\$ 3,000.00		\$ -		\$ -		\$ 3,000.00									
Signs	EA	9	\$100.00	\$ 900.00		\$ -		\$ -		\$ 900.00									
Line Striping/Crosswalk Striping	LS	1	\$5,000.00	\$ 5,000.00		\$ -		\$ -		\$ 5,000.00									
Concrete Wheel Stops	EA	2	\$100.00	\$ 200.00		\$ -		\$ -		\$ 200.00									
Reroute gas line around infiltration bed	LS	1	\$5,000.00	\$ 5,000.00		\$ -		\$ -		\$ 5,000.00									

PROJECT NAME: Profound Technologies (125 Little Conestoga Road)

PROJECT NUMBER: 18-07009T

PROJECT SPONSOR: RIP Holdings, LLC Attn: Kevin Busza

MUNICIPALITY: Upper Uwchlan Township

ESCROW STATUS REPORT

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

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 191,731.75

TOWNSHIP SECURITY = \$ 19,173.18

CONSTRUCTION INSPECTION \$ -

GRAND TOTAL ESCROWED = \$ 210,904.93

RELEASE NO.: 0

REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 210,904.93

CONSTRUCTION COMPLETION:

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT	
SUBTOTAL ITEM E				\$37,850.00		\$ -		\$ -	37,850.00	
TOTAL IMPROVEMENTS - ITEMS A-E				\$ 191,731.75		\$ -		\$ 191,731.75		
F. CONTINGENCY (TOWNSHIP SECURITY) (10%)				\$ 19,173.18		\$ -		\$ 19,173.18		
NET CONSTRUCTION RELEASE									#DIV/0!	
SURETY AMOUNT				\$ 210,904.93		\$ -		\$ 210,904.93	#DIV/0!	

FINANCIAL SECURITY AGREEMENT

PROFOUND TECHNOLOGIES – 125 LITTLE CONESTOGA ROAD

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 20__ by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **RIP HOLDINGS LLC**, a Pennsylvania limited liability company with an address of 125 Little Conestoga Road, Chester Springs, Pennsylvania 19425 (“Developer”).

BACKGROUND:

A. Developer proposes to develop a 1.184 acre piece of property, known as Chester County Tax Parcel No. 32-4-38.3 situate at 125 Little Conestoga Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as “125 Little Conestoga Road” (“Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Development on November 18,, 2019. Developer received final approval of the land development plans for the Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

1. Definitions; Interpretation.

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

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

(2) "Tract" shall mean all that certain 1.184 acre tract of property which is situate at 125 Little Conestoga Road in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final subdivision and/or land development plan set entitled "Preliminary/Final Land Development Plan for 125 Little Conestoga Road prepared by D. L. Howell & Associates, Inc., dated November 9, 2018, last revised _____, 2020, consisting of fourteen (14) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract as an addition to the existing building together with such other improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the Improvements that are to be located on the Tract as depicted on the Plans.

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

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

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

(9) "Financial Institution" shall mean the bonding company chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial Security to the Township. The Financial Institution must be a bonding company which is authorized to conduct business in the Commonwealth.

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

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

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

2. Financial Security.

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

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

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

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

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

C. The initial amount of the Financial Security shall be Two Hundred Ten Thousand Nine Hundred Four and 93/100 Dollars (\$210,904.93), which amount is 110% of the total of the estimated costs of completing the Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Secured Improvements, before construction of the Improvements may begin, Developer shall deposit with the Township a sum of money equal to Nine Thousand Five Hundred Eighty Seven and 00/100 Dollars (\$9,587.00) which sum represents 5% of the estimated cost of construction of the Secured Improvements (the "Inspection Escrow"). The Inspection Escrow shall be held in a non-interest bearing escrow account and shall be used by the Township to pay the costs of its professional consultants and engineer's inspection of the Secured Improvements (the "Inspection Fees"). The Township shall pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 1% of the estimated cost of construction of the Secured Improvements on deposit. The Inspection Escrow shall be used by the Township solely to pay invoices for Inspection Fees. The Township shall provide a copy of all invoices for the Inspection Fees to the Developer.

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

3. Adjustments to Financial Security.

A. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

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

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

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

4. Interim Releases of Funds.

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

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

5. Default.

A. If any of the Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Financial

Institution of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which the Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

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

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

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

(4) Developer hereby remises, releases and forever discharges Financial Institution from any and all liability with respect to honoring any such draws by the Township.

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

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

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

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to the Township in the event of default, the

Township shall give thirty (30) days advance notice of default to Developer and Financial Institution and Developer and Financial Institution shall have the right to cure such default within the said thirty (30) day period, provided, however, it is acknowledged by the Township and Developer that the Financial Institution has no obligation to cure any event of default under this Agreement.

6. Costs, Expenses and Fees.

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

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

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

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) the Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer and the Financial Institution from and under the Financial Security and this Agreement.

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

8. Validity and Enforceability of Financial Security.

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

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

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

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

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

9. Financial Institution Non-Responsibility.

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

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

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

D. The Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation,

maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. Charges of Financial Institution.

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

11. Interest.

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

12. Insolvency of Developer.

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

13. Payments, Reductions or Releases of Financial Security.

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

costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Financial Institution for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

14. **Notices.**

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

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

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

15. **Miscellaneous.**

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

UPPER UWCHLAN TOWNSHIP

Attest:

Gwen Jonik, Secretary

By: _____
Sandra D'Amico, Chairperson

**DEVELOPER
RIP HOLDINGS LLC,
a Pennsylvania limited liability company**

Attest:

By: _____
Name:
Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the RIP HOLDINGS LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"

List of Secured Improvements



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

112

March 5, 2020

File No. 18-07009T

Ms. Shanna Lodge
Acting Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: Profound Technologies (125 Little Conestoga Road)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$210,904.93**

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq.- BBMM, LLC (Via e-mail only)
Kevin A. Busza, RIP Holdings, LLC (via email only)
Alyson Zarro, Esq. -RRHC (Via e-mail only)
Christopher Daily, PE – DL Howell & Associates, Inc. (Via e-mail only)

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

www.gilmore-assoc.com

ESCROW STATUS REPORT									
<p>GILMORE & ASSOCIATES, INC. 84 WEST MAIN STREET SUITE 300 THRAPPE, PA 19425</p>									
<p>PROJECT NAME: Profound Technologies (125 Little Conestoga Road)</p>									
<p>PROJECT NUMBER: 18-070037</p>									
<p>PROJECT SPONSOR: RIF Holdings, LLC Attn: Kevin Busza</p>									
<p>MUNICIPALITY: Upper Uwchlan Township</p>									
<p>SUMMARY OF ESCROW ACCOUNT</p>									
<p>TOTAL CONSTRUCTION (100%) = \$ 191,731.75</p>									
<p>TOWNSHIP SECURITY = \$ 19,173.18</p>									
<p>CONSTRUCTION INSPECTION \$ -</p>									
<p>GRAND TOTAL ESCROWED = \$ 210,904.93</p>									
<p>RELEASE NO.: 0</p>									
<p>REQUEST DATE:</p>									
<p>TOTAL ESCROW REMAINING: \$ 210,904.93</p>									
<p>CONSTRUCTION COMPLETION:</p>									
ESCROW TABULATION									
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		PERCENT COMPLETE
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
SUBTOTAL ITEM E				\$37,850.00		\$		\$	
TOTAL IMPROVEMENTS - ITEMS A-E				\$ 191,731.75		\$		\$ 191,731.75	
F. CONTINGENCY (TOWNSHIP SECURITY) [10%]				\$ 19,173.18		\$		\$ 19,173.18	#DIV/0!
NET CONSTRUCTION RELEASE						\$		\$	#DIV/0!
SURETY AMOUNT				\$ 210,904.93		\$		\$ 210,904.93	

EXHIBIT "B"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and RIP HOLDINGS LLC, ("Developer"), dated _____, 2020, concerning the construction, installation and completion of Improvements in the 125 Little Conestoga Road Land Development have been completed to the extent of the amount indicated in item I below; and

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

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

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

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

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

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

UPI No. 32-4-38.3

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

THIS AGREEMENT, made and entered into this ____ day of _____, 201__, by and between RIP HOLDINGS LLC, a Pennsylvania limited liability company, (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book 9598, Page 1324, and identified as UPI No. 32-4-38.3 (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build an addition to the existing building and further develop the Property in accordance with a Preliminary/Final Land Development Plan for 125 Little Conestoga Road prepared by D. L. Howell & Associates, Inc. dated November 9, 2018 and last revised _____, 2020 ("Final Plan"); and

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

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

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

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

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

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

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

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

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

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

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

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as its assigns and successors in interest.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST/WITNESS:

LANDOWNER
RIP HOLDINGS LLC,
a Pennsylvania limited liability company

BY: _____

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: _____
Sandra D'Amico, Chairperson

COMMONWEALTH OF PENNSYLVANIA :
 : ss
 COUNTY OF _____ :

On this, the ____ day of _____, 2020, before me, a Notary Public, the undersigned officer, personally appeared, _____, who acknowledged himself to be the _____ of **RIP HOLDINGS LLC**, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

 Notary Public

(Notarial Seal)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : ss
:

On this, the ____ day of _____, 2020, before me, a Notary Public, the undersigned officer, personally appeared, Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of **UPPER UWCHLAN TOWNSHIP**, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by herself as Chairperson.

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

Notary Public

(Notarial Seal)

My Commission Expires:

APPENDIX “A”

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BUCKLEY, BRION, McGUIRE,
 & MORRIS LLP
 By: KRISTIN S. CAMP, Esquire
 Attorney I.D. # 74593
 118 West Market Street, Suite 300
 West Chester, Pennsylvania 19382
 (610) 436-4400

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

**APPLICATION OF VANTAGE POINT RETIREMENT LIVING, INC.
 FOR FINAL APPROVAL FOR PARCEL 6C OF THE BYERS STATION PLANNED
 RESIDENTIAL DEVELOPMENT**

DECISION AND ORDER

BACKGROUND FACTS

A. In August 1998, Bryn Coed Farms submitted an application to Upper Uwchlan Township (the "Township") for tentative plan approval under Article VII of the Pennsylvania Municipalities Planning Code ("MPC") and the Planned Residential Development regulations that were contained in the Upper Uwchlan Township Zoning Ordinance, adopted as Ordinance No. 97-7, for property situated at the intersection of Route 100 and Byers Road in the Township known as the Byers Station Property.

B. On June 6, 1999, the Township granted tentative PRD approval ("Byers Station Tentative Approval") for development of the Byers Station Property as a planned residential development ("Byers Station PRD" or "PRD"). That document, as well as all exhibits attached thereto, are incorporated by reference as if set forth in full herein.

C. The Byers Station Tentative Approval authorized 40,000 square feet of gross floor area of commercial development on the ground floor and additional square footage on the upper floors of buildings on a part of the Byers Station PRD identified as Parcel 6C.

D. On July 21, 2003, the Township granted final approval for various parcels in the Byers Station PRD ("2003 Approval"). The 2003 Approval did not grant final approval for Parcel 6C which the Board expressly acknowledged in Paragraph 11 of the 2003 Approval. That document, as well as all exhibits attached thereto, are incorporated by reference as if set forth in full herein.

E. On September 8, 2009, the Board of Supervisors ("Board") modified the 2003 Approval ("2009 Approval") regarding matters pertaining to development of a property within the PRD known as "The Butler House", Chester County UPI No. 32-4-496 (the "Butler House Property"). The 2009 Approval did not modify or amend the 2003 Approval as it pertained to Parcel 6C.

F. On January 16, 2018, the Board enacted Ordinance 2018-01 which added a "senior living facility" as a permitted use in a planned residential development.

G. On April 11, 2018, Vantage Point Retirement Living, Inc. ("Vantage Point" or "Applicant") filed an application to amend the Tentative Approval for Parcel 6C (the "Vantage Point Property") to permit a senior living facility.

H. On September 16, 2019, the Board granted Amended Tentative Approval for Parcel 6C (the "Parcel 6C Tentative Approval") to permit a senior living facility (the "Project"), subject to conditions.

I. By correspondence dated December 6, 2019 from Alyson M. Zarro, Esquire, counsel for the Applicant, Vantage Point filed an application for final plan approval for the Project (the "Application") which included the following documents:

1. Final Planned Residential Development Plan prepared by D. L. Howell and Associates, Inc. dated September 21, 2018 and last revised December 6, 2019;

2. Response Letter to the last Gilmore and Associates Review Letter prepared by D. L. Howell and Associates, Inc. dated December 6, 2019;
3. Planning Module Approval Letter from the Pennsylvania Department of Environmental Protection dated November 7, 2019;
4. Completeness Notification Letter pertaining to the NPDES Permit Application from the Chester County Conservation District dated October 29, 2019; and
5. Conceptual Renderings prepared by Kimmel Bogrette dated November 13, 2019 showing two alternatives for the entrance, one with a hip roof and one with a gable roof.

J. The proposed Project is depicted on a plan titled Final Planned Residential Development Plan prepared by D. L. Howell and Associates, Inc. dated September 21, 2018 and last revised February 3, 2020 (the "Final Plan").

K. The Township Planning Commission reviewed the Final Plan at its meeting on February 13, 2020 and recommended that the Board approve the Final Plan.

WHEREFORE, the Board enters the following Order:

ORDER

The Board of Supervisors of Upper Uwchlan Township hereby grants Final Planned Residential Development Approval as set forth in the Application and on the Final Plan, subject to compliance with the following conditions:

1. Except as may be modified by these conditions of Final Plan approval, the Property shall be developed in compliance with the Application and Final Plan, and the Applicant and the development and use of the Vantage Point Property and Project shall comply with the conditions of the Parcel 6C Tentative Approval.

2. The color palate, materials and architecture of the proposed building shall comply with the Conceptual Rendering, Final Version, dated November 13, 2019, 2 sheets, prepared by Kimmel Bogrette, attached hereto as Exhibit "A" and made a part of this Decision. The side and rear elevations of the proposed building shall be substantially similar to the front façade in color, materials and architectural style. The minimum vertical clearance of the porte-cochere shall be fourteen (14) feet.

3. The location, design and size of signs for the Project and the Butler House Property shall comply with the drawing titled Exterior Signage Draft dated 1/8/2020 prepared by Kimmel Bogrette, attached hereto as Exhibit "B" and made a part of this Decision. Prior to issuance of a permit for the signs, Applicant shall demonstrate that the proposed up-lighting of the signs complies with the lighting standards set forth in the Township Zoning Ordinance and Subdivision and Land Development Ordinance.

4. Applicant shall remove from the Township property and the Byers Station Homeowners Association property (if the Applicant can obtain authorization from the Association) the existing utility poles on the existing gravel driveway to the Butler House Property. The poles shall not be cut at grade; the entire pole, including the underground portion, shall be removed.

5. Applicant shall comply with the requirements of Conditions 6, 7 and 8 of the Tentative Approval related to easements and legal authority to re-locate the Butler House driveway to the location shown on the Final Plan; and an easement to utilize the Township property for the new driveway access to the Property from Byers Road and for signs and utilities.

6. Applicant shall design, permit and install the stub, lateral and all necessary infrastructure to service the Property with public sanitary sewer by connecting to the proposed sewer main in Byers Road. Applicant shall also reimburse the Township for the installation of the manhole necessary to service the Property in the event that the Township installs the manhole. These improvements shall be included in the developer's agreement for the Project and financially secured.

7. After the Project is fully occupied and from time to time, the Township may evaluate water usage for the Project to determine if additional sanitary sewer capacity must be purchased by the Applicant. Applicant shall cooperate in providing water usage records to the Township and purchase such additional capacity if warranted.

8. The Applicant, the development of the Property and Project and the Final Plan shall comply with the comments, recommendations and requirements of correspondence of the Township Engineer, Gilmore & Associates, Inc., dated March 13, 2020.

9. The terms of the easements and other agreements required by the conditions of the Parcel 6C Tentative Approval and this Final Approval shall be satisfactory to the Board in form and substance. All easements and agreements shall be recorded contemporaneously with the Final Plan for the Vantage Point Property.

10. Applicant and its successors and assigns in interest to the Property and the Project shall be strictly bound by all of the foregoing conditions of this Final PRD approval.

ADOPTED this _____ day of April 2020.

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Sandra M. D'Amico, Chair

ATTEST:

Gwen A. Jonik, Township Secretary

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

EXHIBIT "A"



 **KIMMEL BOGRETTE**
Architecture + Site

CHESTER SPRINGS SENIOR LIVING
CONCEPTUAL RENDERING
November 13, 2019
FINAL VERSION

VANTAGE POINT
RETIREMENT LIVING, INC.



KIMYRI BOGRETTE

Architecture + Design

© COPYRIGHT 2019 BOGRETTE ARCHITECTURE + DESIGN. ALL RIGHTS RESERVED.

CHESTER SPRINGS SENIOR LIVING

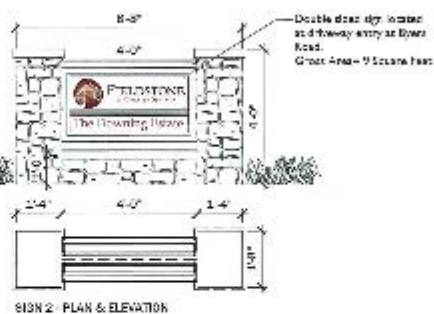
CONCEPTUAL RENDERING

NOVEMBER 15, 2019

FINAL VERSION

VANTAGE POINT
RETIREMENT LIVING, INC.

EXHIBIT "B"



 KIPNOL CONCRETE	ARCHITECTURE + SITE 400 N. 10th St. Suite 200 P.O. Box 1100 Chester, PA 19380
	FIELDSTONE AT CHESTER SPRINGS VANTAGE POINT RETIREMENT LIVING INC. UPPER MERIDIAN TOWNSHIP, CHESTER COUNTY, PA
DRAWING: EXTERIOR SIGNAGE DWG # 102220	SCALE: $\frac{3/4" = 1'-0"$

From: Thomas F. Oeste
Sent: Thursday, April 9, 2020
To: Gwen Jonik <GJonik@upperuwchlan-pa.gov>
Cc: Kristin Camp <
Subject: Vantage Point Agreements and Easements

Dear Gwen:

Conditions 5 and 9 of the Vantage Point Final PRD decision require easements to provide access to the Vantage Point and the Butler House properties. Attached are 5 agreements that were drafted by Alyson Zarro and revised in accordance with Buckley Brion review comments. Also attached is part of the final plan where the new access will be constructed over the Township property with three areas circled in red, green and yellow that depict three easement areas that will be referred to below. The yellow area is on the Byers Station Homeowners' Association property. No new easement is required for this area because an existing easement authorizes the relocation of the easement to a new location as approved by the Township in the final PRD decision for the Vantage Point property.

1. Agreement to Extinguish Access Easement and to Grant New Access Easement between UUT and EPC, LLC (Mike Robinson). There is an existing easement over the Township spray field property to access the Butler House. This Agreement will extinguish the existing easement and grant a new access easement across the southwest corner of the Township Property. The extinguishment and new easement will be effective when the new driveway is completed by Vantage Point.
2. Access Easement Agreement between EPC, LLC and UUT. This is the new easement referred to in document 1 above. The Township grants a new easement to the Butler House property over the area of the new driveway to be constructed by Vantage Point – the area circled in green. EPC (Butler House) provides insurance and indemnification to the Township.
3. Extinguishment and Termination of Access Easement between UUT and EPC, LLC. This is the other document referred to in document 1 above. This extinguishes the existing Butler House easement when the new access driveway is constructed and open for traffic.
4. Easement Agreement between Eagle Senior Living Partners (Vantage Point) and UUT. This is the green area and a temporary construction easement as shown on the plan. By this easement, UUT is granting to Vantage Point a temporary construction easement to construct the access, utilities etc., and a permanent easement for access, utilities, storm sewer, sanitary sewer, walkway and crosswalk. This easement requires Vantage Point to construct, maintain, repair and replace all facilities, and provides for insurance and indemnification. Paragraph 9.c prohibits encroachment into the Township spray fields. We have submitted this document to Matt Brown for any comments relative to the spray fields.
5. Access Easement Agreement between Eagle Senior Living and EPC LLC. The Township is not a party to this agreement. The agreement grants an easement to the Butler House across the new driveway to be constructed on the Vantage Point property – the area circled in red.

There are two additional agreements between Vantage Point and EPC to extinguish an existing sign easement and grant a new sign easement to Butler House. There are no Township issues related to these documents.

All the documents will be recorded with the Final PRD Plan. The Applicant is completing all the exhibits for the documents. We will do a final review with all exhibits attached prior to the release of the Final Plan for recording.

Tom



Thomas F. Oeste, ESQUIRE

BUCKLEY BRION MCGUIRE & MORRIS LLP

118 W. Market Street, Suite 300

West Chester, PA 19382-2928

D: 610.235.0237 | M: 610.436.4400 Ext.1550

F: 610.436.8305

www.buckleyllp.com

PREPARED BY & RETURN TO:
 Riley Riper Hollin & Colagreco
 Attn.: Alyson M. Zarro, Esquire
 717 Constitution Drive, Suite 201
 P.O. Box 1265
 Exton, PA 19341
 610-458-4400

UPI Nos. 32-4-494-E, 32-4-496

**AGREEMENT TO EXTINGUISH EXISTING ACCESS EASEMENT AND
 TO GRANT NEW ACCESS EASEMENT**

THIS AGREEMENT TO EXTINGUISH EASEMENT AND GRANT NEW EASEMENT (“Agreement”) is made this ____ day of _____, 2020, by and between EPC, LLC, a Pennsylvania limited liability company (“EPC”); and UPPER UWCHLAN TOWNSHIP, a municipal corporation duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.* (“Township”).

BACKGROUND

A. EPC is the legal owner of a parcel of land located on the north side of Byers Road, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book 7795, Page 1619, which is identified as Chester County UPI No. 32-4-496 and is known as “Lot 261” of the Byers Station Planned Residential Development (“EPC Property”).

B. The Township is the legal owner of a parcel of land located on the north side of Byers Road, and south of the EPC Property, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book 9153, Page 367, which is identified as Chester County UPI No. 32-4-494-E (“Township Property”).

C. In the Deed recorded in Book 9153, Page 367, the predecessor in title to both the EPC Property and the Township Property, Byers Group LLC, reserved unto itself and its successors and assigns of the EPC Property a twenty (20) foot wide non-exclusive access easement over the Township Property, for full, free and uninterrupted ingress, egress and regress to the EPC Property as identified on an Amended Subdivision Plan for Byers Station prepared by Taylor Wiseman and Taylor, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 17608 (“Existing Access Easement”).

D. Eagle Senior Living Partners, LLC d/b/a Fieldstone at Chester Springs (“Fieldstone”) intends to become the legal owner of a property that abuts both the EPC Property and the Township Property which is identified as Chester County UPI No. 32-4-493 and is known as “Lot 258” of the Byers Station Planned Residential Development (“Fieldstone Property”)

E. Fieldstone contemplates the installation of a new access drive (“New Access Drive”) on the Township Property that will provide access to both the EPC Property and the Fieldstone Property, which is shown on a Plan titled “Final Plan for Parcel 6C – Byers Station Planned Residential Development”, Sheet 01 of 17, Site Plan, prepared by D. L. Howell & Associates, Inc. dated 09/21/2018, last revised 04/___/20, which was recorded on _____, 2020 in the Office of the Chester County Recorder of Deeds in Plan Book No. _____, which is attached hereto as Exhibit “A” (“Final Plan”).

F. EPC is prepared to relinquish and extinguish the Existing Access Easement on the Township Property upon the terms and conditions contained herein.

G. The Township is prepared to grant and convey to EPC a new access easement over the New Access Drive on the Township Property upon completion of construction of the New Access Drive in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

1. Incorporation of Background Paragraphs. The foregoing Background Paragraphs are incorporated by this reference as if fully set forth herein.

2. Relinquishment and Extinguishment of the Existing Access Easement and Grant of New Access Easement. The Township Board of Supervisors has approved the location of the New Access Drive as depicted on the Final Plan. Fieldstone intends to complete the construction of the New Access Drive contemporaneously with the development of the Fieldstone Property, which is shown on the Plan. Upon the completion by Fieldstone of the construction of the New Access Drive and all improvements necessary for access to the EPC Property, including those on the Fieldstone Property, the Existing Access Easement and the stone driveway located within it will no longer be utilized for access to the EPC Property. Accordingly, EPC and the Township have executed the Extinguishment and Termination of Access Easement for the Existing Access Easement in the form attached hereto as Exhibit “B” and made a part hereof (“Extinguishment”). Further, EPC and the Township have executed the Grant of Easement for the New Access Drive on the Township Property in the form attached hereto as Exhibit “C” and made a part hereof (“New Easement”). Upon the completion of the New Access Drive by Fieldstone and the opening of the New Access Drive to vehicular traffic, the Extinguishment and New Easement shall take effect (“Effective Date”). Within fifteen (15) days of said Effective Date, the Township shall record the Extinguishment and the New Easement in the Office of the Chester County Recorder of Deeds.

3. Binding Effect. This Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

EPC, LLC,
a Pennsylvania limited liability company

By: _____
Michael Robinson
Title:

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Sandra M. D'Amico
Chairperson, Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Michael Robinson, who acknowledged himself to be the _____ of EPC, LLC, a Pennsylvania limited liability company, and that as such, he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that as such, she being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

 Notary Public
 My Commission Expires:

EXHIBIT “A”

Site Plan

EXHIBIT “B”

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Extinguishment and Termination of Access Easement

EXHIBIT “C”

Grant of Easement

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

UPI Nos. 32-4-494-E, 32-4-496

EXTINGUISHMENT AND TERMINATION OF ACCESS EASEMENT

THIS EXTINGUISHMENT AND TERMINATION OF ACCESS EASEMENT (“Termination”) is made this ____ day of _____, 2020, by and between EPC, LLC, a Pennsylvania limited liability company (“EPC”); and UPPER UWCHLAN TOWNSHIP, a municipal corporation duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.* (“Township”).

BACKGROUND

A. EPC is the legal owner of a parcel of land located on the north side of Byers Road, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book 7795, Page 1619, which is identified as Chester County UPI No. 32-4-496 and is known as “Lot 261” of the Byers Station Planned Residential Development (“EPC Property”).

B. The Township is the legal owner of a parcel of land also located on the north side of Byers Road, and south of the EPC Property, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book 9153, Page 367, which is identified as UPI No. 32-4-494-E (“Township Property”).

C. In the Deed recorded in Book 9153, Page 367, the predecessor in title to both the EPC and the Township Property, Byers Group LLC, reserved unto itself and its successors and assigns of the EPC Property a twenty (20) foot wide non-exclusive access easement over the Township Property, for full, free and uninterrupted ingress, egress and regress to the EPC Property as identified on an Amended Subdivision Plan for Byers Station prepared by Taylor Wiseman and Taylor, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 17608 (“Access Easement”).

D. As part of Eagle Senior Living Partners, LLC's development of a property abutting both the EPC Property and the Township Property (the "Fieldstone Property"), Eagle Senior Living Partners, LLC installed a new access driveway on the Township Property, which provides access to the EPC Property and replaces the stone driveway within the Access Easement as depicted on a Plan titled "Final Plan for Parcel 6C – Byers Station Planned Residential Development", Sheet 01 of 17, Site Plan, prepared by D. L. Howell & Associates, Inc. dated 09/21/2018, last revised _____, which was recorded on _____, 2020 in the Office of the Chester County Recorder of Deeds in Plan Book No. _____, which is attached hereto as Exhibit "A ("New Access").

E. Accordingly, EPC and the Township desire to extinguish and terminate the Access Easement.

NOW, THEREFORE, intending to be legally bound, the parties hereby declare as follows:

1. Incorporation of Background Paragraphs. The foregoing Background Paragraphs are incorporated by this reference as if fully set forth herein.

2. Extinguishment and Termination of the Access Easement. EPC and the Township declare that from and after the Effective Date of this Termination as hereinafter defined, the Access Easement shall be extinguished and terminated. EPC hereby releases any and all right, title, claim or interest that was granted in the Access Easement and declares that from and after the Effective Date of this Termination, the Access Easement shall be terminated.

3. Effective Date; Recording. This Termination shall not be effective until recorded by the Township in the Office of Recorder of Deeds of Chester County ("Effective Date"). The Township shall record this Termination upon the completion of the New Access and all improvements necessary for access to the EPC Property, including those on the Fieldstone Property.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Termination as of the day and year first above written.

EPC, LLC,
a Pennsylvania limited liability company

By: _____
Michael Robinson
Title:

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Sandra M. D'Amico
Chairperson, Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Michael Robinson, who acknowledged himself to be the _____ of EPC, LLC, a Pennsylvania limited liability company, and that as such, he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that as such, she being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

 Notary Public
 My Commission Expires:

EXHIBIT “A”

Site Plan

150

PREPARED BY AND RETURN TO:

Attn.: Alyson M. Zarro, Esquire
 Riley Riper Hollin & Colagreco
 P.O. Box 1265
 Exton, PA 19341
 (610) 458-4400

UPI Nos. Part of 32-4-493,
 Part of 32-4-494-E

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2020 and is effective this ____ day of _____, 2020, by and between as EAGLE SENIOR LIVING PARTNERS, LLC D/B/A FIELDSTONE AT CHESTER SPRINGS, a Pennsylvania limited liability company, with an address of 707 Eagleview Boulevard, Suite 107, Exton, PA 19341 (“Fieldstone”); and UPPER UWCHLAN TOWNSHIP, 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (“Township”).

BACKGROUND

A. The Township is the legal owner of a parcel of land located on the north side of Byers Road, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book 9153, Page 367, which is identified as UPI No. 32-4-494-E (“Township Property”).

B. Fieldstone is the legal owner of a parcel of land located at the intersection of Byers Road and Graphite Mine Road, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book _____, Page _____, which is identified as UPI No. 32-4-493 and is known as “Lot 258” of the Byers Station Planned Residential Development (“Fieldstone Property”).

C. Fieldstone received approval to develop the Fieldstone Property with a senior living facility use and related improvements (“Project”) from the Township Board of Supervisors on _____, 2020 (“Senior Living Facility Approval”), which is depicted on a Plan titled “Final Plan for Parcel 6C – Byers Station Planned Residential Development”, Sheet 01 of 17, Site Plan, prepared by D. L. Howell & Associates, Inc. dated 09/21/2018, last revised 04/____/20, which was recorded on _____, 2020 in the Office of the Chester County Recorder of Deeds in Plan Book No. _____, which is attached hereto as Exhibit “A” (“Final Plan”).

D. The Senior Living Facility Approval requires Fieldstone to design, permit and construct various improvements as depicted on the Final Plan, including a new access drive on the Township Property that will provide access to the Fieldstone Property and a parcel of land owned by EPC, LLC located on the north side of Byers Road, Upper Uwchlan Township, Chester County, Pennsylvania, which is identified as Chester County UPI No. 32-4-496 and is known as “Lot 261” of the Byers Station Planned Residential Development (“EPC Property”) from Byers Road as shown on Exhibit “A” attached hereto (“Access Drive”).

E. Fieldstone has requested that the Township grant and convey to Fieldstone a temporary construction easement on the Township Property for construction of the Access Drive, removal of existing utility poles and wires, installation of a paved walkway and crosswalk, installation of a sanitary sewer lateral with accessories and appurtenances thereto, installation of stormwater management facilities, and grading required in connection with the Project.

F. Fieldstone has requested that the Township grant and convey to Fieldstone a permanent easement for ingress, egress and regress from Byers Road to the Fieldstone Property over the Access Drive and the operation, maintenance, repair and replacement of the Access Drive.

G. Fieldstone has requested that the Township grant and convey to Fieldstone a permanent easement on the Township Property for use and the operation, maintenance, repair and replacement of a paved walkway and crosswalk.

H. Fieldstone has requested that the Township grant and convey to Fieldstone a permanent easement on the Township Property for the use and the operation, maintenance, repair and replacement of a sanitary sewer lateral with accessories and appurtenances thereto serving the Project.

I. Fieldstone has requested that the Township grant and convey to Fieldstone a permanent easement on the Township Property for the use and the operation, maintenance, repair and replacement of stormwater management facilities serving the Project.

J. The Township has agreed to convey to Fieldstone said easements upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, intending to be legally bound the parties hereby agree as follows:

1. Incorporation of Background Paragraphs. The foregoing Background paragraphs are incorporated herein by this reference as if fully set forth herein.

2. Temporary Construction Easement. The Township hereby grants and conveys to Fieldstone, its successors and assigns, a temporary construction easement on, over, under, across and through the Township Property in the area identified as “Temporary Construction & Grading Easement in favor of UPI # 32-4-493” on Exhibit “A” attached hereto and made a part hereof

and as further described in Exhibit “B” attached hereto and made a part hereof (“Temporary Construction Easement Area”), to enter upon the Township Property and to complete construction of the Access Drive, removal of existing utility poles and wires, installation of a paved walkway and crosswalk, installation of a sanitary sewer lateral with accessories and appurtenances thereto, installation of stormwater management facilities, and all facilities and improvements depicted on the Final Plan and located on the Township Property and grading required in connection with the Project (collectively, the “Improvements”), all such construction to be performed and completed in accordance with all applicable legal requirements, including all Township permits and approvals and Pennsylvania Department of Environmental Protection (“DEP”) permits and approvals, at Fieldstone’s sole cost and expense (“Temporary Construction Easement”).

3. Duration of Temporary Construction Easement. The Temporary Construction Easement shall expire upon the completion of construction of the Improvements for the Project and the final inspection and approval thereof by the Township, DEP, or other governmental authority having jurisdiction over said Improvements.

4. Permanent Access Drive Easement. The Township hereby grants and conveys to Fieldstone, its successors and assigns, a permanent, non-exclusive easement for vehicular and pedestrian ingress, egress and regress over and across the Access Drive for ingress, egress and regress to and between the Fieldstone Property and Byers Road (“Access Drive Easement”) in the area identified as “Access & Utility Easement in favor of UPI # 32-4-493” on the Township Property on Exhibit “A” attached hereto and made a part hereof and as more fully described in metes and bounds attached hereto as Exhibit “C” and made a part hereof (“Permanent Easement Area”) together with a permanent, non-exclusive easement for the operation, maintenance, repair and replacement of the Access Drive.

5. Use of Access Drive. The rights granted to Fieldstone with respect to the use of any portion of the Access Drive shall be limited to passage of pedestrians and vehicles over the Access Drive to gain access to the Fieldstone Property in connection with the Project only and shall not permit the parking or storage of vehicles or other personal property within the Permanent Easement Area or the Access Drive, which parking or storage of vehicles or personal property is hereby expressly prohibited. Neither the Township nor Fieldstone shall restrict or impede in any way the use of the Access Drive by any lawful user, or permit any person to restrict or impede in any way the use of the Access Drive by any lawful user.

6. Permanent Access Easement over Paved Walkway and Crosswalk. The Township hereby grants and conveys to Fieldstone, its successors and assigns, a permanent, non-exclusive easement for pedestrian ingress, egress and regress over and across the paved walkway and crosswalk as depicted on the Final Plan connecting the Fieldstone Property to an unpaved trail on a property owned by the Byers Station Community Association, Inc. known as “Lot 260” of the Byers Station Planned Residential Development (“Paved Walkway and Crosswalk”) coterminus with the final location of the installed paved walkway and crosswalk on the Township Property, the approximate location of which is shown on Exhibit “A” attached hereto and made a part hereof, together with a permanent, non-exclusive easement for the operation, maintenance, repair and replacement of the Paved Walkway and Crosswalk.

7. Permanent Sanitary Sewer Easement. The Township hereby grants and conveys to Fieldstone, its successors and assigns, a permanent, non-exclusive easement on, over, under, across and through the Township Property in the Permanent Easement Area for the installation, operation, maintenance, repair and replacement of an underground sanitary sewer lateral with accessories and appurtenances (“Sanitary Sewer Lateral”) thereto as depicted on the Final Plan serving the Project and connecting to a sewer main in Byers Road owned by the Township. The approximate location of the Sanitary Sewer Lateral is shown on Exhibit “D” attached hereto and made a part hereof.

8. Permanent Stormwater Management Facilities Easement. The Township hereby grants and conveys to Fieldstone, its successors and assigns, a permanent, non-exclusive easement on, over, under, across and through the Township Property in the Permanent Easement Area for the installation, operation, maintenance, repair and replacement of stormwater management facilities serving the Project as depicted on the Final Plan (“Stormwater Management Facilities”) and for the drainage and passage of stormwater through the Stormwater Management Facilities. The approximate location of the Stormwater Management Facilities is shown on Exhibit “D”.

9. Construction and Maintenance Obligations.

- a. Fieldstone shall be responsible for the installation, operation, maintenance, repair and replacement of the Access Drive, Paved Walkway and Crosswalk, Sanitary Sewer Lateral and Stormwater Management Facilities (collectively, the “Permanent Improvements”) in accordance with all applicable laws, rules and regulations of any applicable governmental authority with jurisdiction over the Improvements, at its sole cost and expense. The Stormwater Management Facilities shall also be subject to the operation and maintenance requirements set forth in the Stormwater Best Management Practices and Conveyances Operations and Maintenance Agreement between Fieldstone and the Township for the Project recorded concurrently herewith.
- b. In the event that Fieldstone fails to maintain, repair, or replace the Permanent Improvements in accordance with the terms of this Agreement, the Township shall have the right (but not the obligation) to undertake such maintenance, repair or replacement activities after first giving Fieldstone at least thirty (30) days written notice except in the event of an emergency. If Fieldstone chooses not to undertake said maintenance, repair or replacement activity within said thirty (30) day period, the Township shall have the right (but not the obligation) to undertake such activity and thereafter: (i) collect the cost thereof from Fieldstone by municipal lien against the Fieldstone Property (together with Township’s actual and reasonable engineering, legal and court costs); and/or (ii) collect the cost thereof (together with Township’s actual and reasonable engineering, legal and court costs) from Fieldstone; and/or (iii) pursue any other remedy allowed by law or equity.

- c. Fieldstone shall perform and cause each of its contractors, subcontractors and agents to perform all work, activities and operations on or about the Township Property in the exercise of its rights and the performance of its obligations under this Agreement in a good and workmanlike manner, in compliance with all applicable legal requirements and at its sole cost in a manner designed to cause as little interference as possible with the enjoyment of the Township Property by the Township. Fieldstone shall at no time encroach on the existing sanitary sewer disposal areas on the Township Property, the limits of which are identified as "Extent of Spray Irrigation Field" on Exhibit "D" attached hereto and made a part hereof.

10. Insurance. Fieldstone shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policies covering injury, death or property damage claims arising out of use of the easements set forth herein. 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 policies shall be occurrence based and shall name the Township as an additional insured. Any policy of insurance required hereunder shall provide that such policy may not be cancelled without first giving the Township thirty (30) days' prior written notice of cancellation and shall contain a waiver of subrogation clause *vis-à-vis* the Township. Fieldstone's insurance shall be primary and non-contributory to insurance coverage maintained by the Township. Prior to commencement of construction, Fieldstone shall provide to the Township a certificate of insurance evidencing the required coverage and, following completion of construction, certificates of insurance upon request.

11. Indemnification. Fieldstone shall indemnify, defend and hold harmless the Township, its successors and assigns, from and against all liabilities, losses, claims, costs, actions, suits, damages, fines, penalties, expenses or demands (including but not limited to, reasonable counsel fees incurred in such actions and for enforcing this indemnity) (collectively, "Claims") arising out of or caused by the acts or omissions of Fieldstone, or its successors, assigns, agents, employees, officers, directors, partners, members, invitees, contractors or subcontractors in connection with the easements herein conveyed, including without limitation property, personal injury or utility damage. Fieldstone's duty to indemnify, defend and hold harmless the Township, its successors and assigns, shall not apply to the extent Claims arise, in whole or in part, from the gross negligence or willful misconduct of the Township.

12. Notice. All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served if: (a) hand delivered against receipt, (b) mailed registered or certified mail, postage prepaid, return receipt requested, or (c) sent by nationally recognized overnight carrier to the address stated hereinabove, or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. All notices shall be deemed received: (a) if hand delivered against receipt or by certified mail, on the day of such delivery, and (b) if sent by nationally recognized overnight carrier, one business day after it is sent.

13. Amendment. The parties agree that this Agreement cannot be amended, modified or terminated except by written amendment signed by all of the parties and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania..

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, and shall run with the land.

15. Miscellaneous. This Agreement may be executed in counterparts which, in aggregate, shall constitute one original agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Sandra M. D'Amico
Chairperson, Board of Supervisors

EAGLE SENIOR LIVING PARTNERS, LLC
D/B/A FIELDSTONE AT CHESTER SPRINGS, a
Pennsylvania limited liability company

By: _____
Gregory Stevens
Title:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Gregory Stevens, who acknowledged himself to be the _____ of Eagle Senior Living Partners, LLC a/b/a Fieldstone at Chester Springs, a Pennsylvania limited liability company, and that as such, he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such officer.

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

 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that as such, she being authorized to do so, executed the foregoing instrument for the purposes therein as such officer.

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

 Notary Public
 My Commission Expires:

EXHIBIT “A”

Site Plan

EXHIBIT "B"

Legal Description of Temporary Construction Easement Area

**TEMPORARY CONSTRUCTION & GRADING EASEMENT OVER UPI #32-4-494(E)
In Favor Of
UPI #32-4-493**

All that certain easement situate in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Site Plan – Final Plan for Parcel 6C – Byers Station Planned Residential Development – Vantage Point Retirement Living" dated 09/21/2018, last revised 04/____/2020, prepared for Vantage Point Retirement Living, Inc., by DL Howell & Associates, Inc., Civil Engineers, West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Chester as Plan # _____, being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Byers Road (SR 1022) (Variable Width) at its intersection with the dividing line between lands now or late of Upper Uwchlan Township (UPI #32-4-494(E), and lands now or late of Gunner Properties, Ltd. (UPI #32-4-493), as shown on said plan; thence from said **Point of Beginning**, running along said dividing line, North 13°35'05" West, 392.89 feet to a point; thence, running through said lands of Upper Uwchlan Township the following six (6) courses and distances: 1) North 88°57'28" East, 22.54 feet to a point; 2) South 13°36'56" East, 145.62 feet to a point; 3) South 44°30'39" East, 87.95 feet to a point; 4) South 5°36'38" East, 108.87 feet to a point; 5) South 36°44'27" East, 26.40 feet to a point; and 6) South 15°45'19" East, 39.06 feet to a point on said northerly right-of-way line of Byers Road; thence, along the same, South 80°09'47" West, 64.17 feet to the **Point and Place of Beginning**.

Containing: 16,803 Square Feet of Land, be the same more or less.

Being: "Temp. Construction and Grading Easement in favor of UPI #32-4-493" as shown on said plan.

Subject to: Any easements or encumbrances as may appear of record.

EXHIBIT "C"

Legal Description of Permanent Easement Area

**ACCESS & UTILITY EASEMENT OVER UPI #32-4-494(E)
In Favor Of
UPI #32-4-493**

All that certain easement situate in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Site Plan – Final Plan for Parcel 6C – Byers Station Planned Residential Development – Vantage Point Retirement Living" dated 09/21/2018, last revised 04/____/2020, prepared for Vantage Point Retirement Living, Inc., by DL Howell & Associates, Inc., Civil Engineers, West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Chester as Plan # _____, being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Byers Road (SR 1022) (Variable Width) at its intersection with the dividing line between lands now or late of Upper Uwchlan Township (UPI #32-4-494(E), and lands now or late of Gunner Properties, Ltd. (UPI #32-4-493), as shown on said plan; thence from said **Point of Beginning**, running along said dividing line, North 13°35'05" West, 237.42 feet to a point; thence, running through said lands of Upper Uwchlan Township the following six (6) courses and distances: 1) North 76°24'55" East, 2.46 feet to a point of non-tangent curve; 2) along said curve to the left, having a radius of 295.00 feet, an arc length of 75.17 feet, through a central angle of 14°36'00" and whose chord bears South 29°00'46" East, 74.97 feet to a point of tangency; 3) South 36°18'45" East, 25.87 feet to a point of curvature; 4) along said curve to the right, having a radius of 153.00 feet, an arc length of 80.53 feet, through a central angle of 30°09'29" and whose chord bears South 21°14'01" East, 79.61 feet to a point of tangency; 5) South 6°09'17" East, 35.42 feet to a point of curvature; and 6) along said curve to the left, having a radius of 32.00 feet, an arc length of 35.47 feet, through an angle of 63°30'42", and whose chord bears South 37°54'38" East, 33.68 feet to a point of non-tangency on said northerly right-of-way line of Byers Road; thence, along the same, South 80°09'47" West, 52.40 feet to the **Point and Place of Beginning**.

Containing: 7,311 Square Feet of Land, be the same more or less.

Being: "Access & Utility Easement in favor of UPI #32-4-493" as shown on said plan.

Subject to: Any easements or encumbrances as may appear of record.

EXHIBIT “D”
Grading & Utilities Plan

PREPARED BY AND RETURN TO:

Attn.: Alyson M. Zarro, Esquire
 Riley Riper Hollin & Colagreco
 P.O. Box 1265
 Exton, PA 19341
 (610) 458-4400

UPI Nos. Part of 32-4-493,
 Part of 32-4-496

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2020 and is effective this ____ day of _____, 20____, by and between as EPC, LLC, a Pennsylvania limited liability company, with an address of 165 Byers Road, Chester Springs, Pennsylvania 19425 ("EPC") and Eagle Senior Living Partners, LLC d/b/a Fieldstone at Chester Springs with an address of 707 Eagleview Boulevard, Suite 107, Exton, PA 19341 ("Fieldstone").

BACKGROUND

A. EPC is the legal owner of a parcel of land located on the north side of Byers Road, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book 7795, Page 1619, which is identified as Chester County UPI No. 32-4-496 and is known as "Lot 261" of the Byers Station Planned Residential Development ("EPC Property").

B. Fieldstone is the legal owner of a parcel of land located at the intersection of Byers Road and Graphite Mine Road, Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a Deed recorded in the Office of the Chester County Recorder of Deeds in Book _____, Page _____, which is identified as UPI No. 32-4-493 and is known as "Lot 258" of the Byers Station Planned Residential Development ("Fieldstone Property").

C. Fieldstone has constructed a senior living facility and related improvements on the Fieldstone Property, including a new access drive on the Fieldstone Property that provides access to the Fieldstone Property and the EPC Property from Byers Road, which is shown on Exhibit "A" attached hereto ("Access Drive").

D. In order for EPC to access the EPC Property, EPC has requested that Fieldstone grant and convey to EPC an easement for ingress, egress and regress from Byers Road to the

EPC Property over the Access Drive. Fieldstone has agreed to convey to EPC said easement upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, intending to be legally bound the parties hereby agree as follows:

1. Incorporation of Background Paragraphs. The foregoing Background paragraphs are incorporated herein by this reference as if fully set forth herein.

2. Access Easement. Fieldstone hereby grants and conveys to EPC, its successors and assigns, a permanent, non-exclusive easement for vehicular and pedestrian ingress, egress and regress over and across the Access Drive for ingress, egress and regress to and between the EPC Property and Byers Road in the area identified as "Fieldstone Access Drive Easement" on the Fieldstone Property on Exhibit "A" attached hereto and made a part hereof and as more fully described in metes and bounds attached hereto as Exhibit "B" and made a part hereof ("Access Drive Easement Area").

3. Use of Access Drive. The rights granted to EPC with respect to the use of any portion of the Access Drive Easement Area shall be limited to passage of pedestrians and vehicles over the Access Drive to gain access to the EPC Property and shall not permit the parking or storage of vehicles or other personal property within the Access Drive Easement Area or the Access Drive, which parking or storage of vehicles or personal property is hereby expressly prohibited. Neither EPC or Fieldstone shall restrict or impede in any way the use of the Access Drive by any lawful user, or permit any person to restrict or impede in any way the use of the Access Drive by any lawful user.

4. Liability; Insurance. EPC shall be responsible for any injury or damage suffered by an invitee or other person using the Access Drive or within the Access Drive Easement Area for the purposes of gaining access to the EPC Property. If EPC, or its invitees, commits a negligent act or omission which causes damage to the Access Drive necessitating repairs or improvements, EPC shall be solely responsible for making such repairs at its sole cost and expense. EPC shall obtain an industry standard commercial general liability insurance policy in a commercially reasonable amount. Such policy shall name Fieldstone as an additional insured. Such insurance shall be maintained for so long as the Access Easement remains in effect.

5. Indemnification. EPC shall indemnify, defend and hold harmless Fieldstone, its successors and assigns, from and against all liabilities, losses, claims, costs, actions, suits, damages, fines, penalties, expenses or demands (including but not limited to, reasonable counsel fees incurred in such actions and for enforcing this indemnity) (collectively, "Claims") arising out of or caused by the acts or omissions of EPC, or its successors, assigns, agents, employees, officers, directors, partners, members, invitees, contractors or subcontractors in connection with the Access Easement conveyed, including without limitation property, personal injury or utility damage. EPC's duty to indemnify, defend and hold harmless Fieldstone, its successors and assigns, shall not apply to the extent Claims arise, in whole or in part, from the negligence or willful misconduct of Fieldstone.

6. Notice. All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served if: (a) hand delivered against receipt, (b) mailed registered or certified mail, postage prepaid, return receipt requested, or (c) sent by nationally recognized overnight carrier to the address stated hereinabove, or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. All notices shall be deemed received: (a) if hand delivered against receipt, on the day of such delivery, and (b) if sent by nationally recognized overnight carrier, one business day after it is sent.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, and shall run with the land.

8. Amendment. The parties agree that this Agreement cannot be amended, modified or terminated except by written amendment signed by all of the parties hereto and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.

9. Miscellaneous. This Access Easement Agreement may be executed in counterparts which, in aggregate, shall constitute one original agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

EAGLE SENIOR LIVING PARTNERS, LLC
D/B/A FIELDSTONE AT CHESTER SPRINGS, a
Pennsylvania limited liability company

By: _____
Gregory Stevens
Title:

EPC, LLC,
a Pennsylvania limited liability company

By: _____
Michael Robinson
Title:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Gregory Stevens, who acknowledged himself to be the _____ of EAGLE SENIOR LIVING PARTNERS, LLC D/B/A FIELDSTONE AT CHESTER SPRINGS, a Pennsylvania limited liability company, and that as such, he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
 COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared Michael Robinson, who acknowledged himself to be the _____ of EPC, LLC, a Pennsylvania limited liability company, and that as such, he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

 Notary Public
 My Commission Expires:

EXHIBIT “A”

EXHIBIT “B”

170

[illegible]



UPPER UWCHLAN TOWNSHIP

Chester County, Pennsylvania

RESOLUTION # _____

172

Resolution Appointing Tax Collector to Fulfill an Unexpired Term

Background. Section 407 of the Second Class Township Code, 53 P.S. §65407, addresses officer vacancies and specifies that the board of supervisors may appoint a successor who is a registered elector of the township and has resided in the township continuously for at least one year prior to their appointment. The purpose of this resolution is to appoint a Tax Collector for the current unexpired term.

WHEREAS, Benjamin LaGarde was elected to the office of tax collector for the four-year term commencing January 1, 2018 and terminating December 31, 2021; and

WHEREAS, Mr. LaGarde tendered his resignation from the position of Tax Collector effective March 21, 2020; and

WHEREAS, the Board of Supervisors accepted the resignation at a public meeting on April 20, 2020 and then voted to fill the vacancy in accordance with Section 407 of the Second Class Township Code;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Upper Uwchlan Township, Chester County, Pennsylvania, that Guy Donatelli is appointed as Tax Collector for Upper Uwchlan Township and shall hold the office until the first Monday in January after the next municipal election.

RESOLVED and ENACTED this 20th day of April, 2020.

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

ATTEST:

Gwen A. Jonik, Township Secretary



MEMORANDUM

To: Tony Scheivert, Township Manager
From: Michael G. Heckman, Director of Public Works
Date: April 17, 2020
Re: Bid Awards - 2020 Furnishing Road Materials

On April 17, 2020 the bids were opened for 2020 Furnishing of Road Materials contracts for bituminous concrete and coarse aggregate.

Bituminous Concrete

There were three suppliers who submitted bids for “Bituminous Concrete” materials. The low bidder for supplying the Warm Mix materials is Glasgow Inc.

Therefore, it is my recommendation that Glasgow Inc. should be awarded the contract for furnishing the bituminous concrete Warm Mix materials, with a bid amount of \$34,950 at plant, and \$40,657.50 if delivered, as listed on the bid sheet, if all material is bought.

Coarse Aggregate

There were two bidders for “Coarse Aggregate”. Of those who submitted bids, New Enterprise Stone and Lime Inc. was the low bidder; however, after fuel and employee time is factored in for pickup at the plant, Glasgow, Inc. would be the low bidder.

Therefore, it is my recommendation that the contract for furnishing coarse aggregate should be awarded to Glasgow, Inc. with a bid amount of \$6,510 at plant, and \$9,187.50 if delivered, as listed on the bid sheet, if all stone is bought.

Should you have any questions regarding these recommendations or wish to discuss any part of this memo in more detail, please feel free to ask.



2020 Road Materials Bid Results
Opening Friday, April 17, 2020 at 1:00 p.m.

MATERIAL UNIT QTY

Bituminous Concrete

			Vendor: Bond - Yes New Enterprise & Lime Co.			
			Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
SUPERPAVE BASE (Warm) 25 mm mix	Tons	100	NO BID	NO BID	NO BID	NO BID
SUPERPAVE BINDER (Warm) 19 mm mix	Tons	300	NO BID	NO BID	NO BID	NO BID
SUPERPAVE WEARING (Warm) 9.5 mm mix	Tons	300	NO BID	NO BID	NO BID	NO BID
COLD PATCH STOCK PILE	Tons	5	NO BID	NO BID	NO BID	NO BID
GRAND TOTAL	x	x				

Vendor: Bond - Yes Highway Materials			
Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
\$45.35	\$95/hr	\$4,535.00	
\$47.95	\$95/hr	\$14,385.00	
\$54.45	\$95/hr	\$16,335.00	
NO BID	NO BID	NO BID	NO BID
		\$35,255.00	

Vendor: Bond - Yes Allan Myers			
Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
\$50.85	\$56.83	\$5,085.00	\$5,683.00
\$52.50	\$58.48	\$15,750.00	\$17,544.00
\$57.55	\$63.53	\$17,265.00	\$19,059.00
\$130.00	\$135.98	\$650.00	\$679.90
		\$38,750.00	\$42,965.90

Vendor: Bond - Yes Glasgow			
Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
\$43.50	\$51.60	\$4,350.00	\$5,160.00
\$48.00	\$56.10	\$14,400.00	\$16,830.00
\$52.00	\$60.10	\$15,600.00	\$18,030.00
\$120.00	\$127.50	\$600.00	\$637.50
		\$34,950.00	\$40,657.50

Crushed Aggregate			Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
PennDOT #2-B	Tons	200	\$12.75	\$20.50	\$2,550.00	\$4,100.00
PennDOT #2-A	Tons	100	\$9.00	\$16.75	\$900.00	\$1,675.00
Anti-Skid	Tons	150	\$16.50	\$24.25	\$2,475.00	\$3,637.50
GRAND TOTAL	x	x			\$5,925.00	\$9,412.50

Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
NO BID	NO BID	NO BID	NO BID
NO BID	NO BID	NO BID	NO BID
NO BID	NO BID	NO BID	NO BID

Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
NO BID	NO BID	NO BID	NO BID
NO BID	NO BID	NO BID	NO BID
NO BID	NO BID	NO BID	NO BID

Unit Price Plant	Unit Price Delivered	Total Plant	Total Delivered
\$13.50	\$19.45	\$2,700.00	\$3,890.00
\$11.85	\$17.80	\$1,185.00	\$1,780.00
\$17.50	\$23.45	\$2,625.00	\$3,517.50
		\$6,510.00	\$9,187.50