



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING

AGENDA
NOVEMBER 16, 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:
- | | |
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| October 13, 2020 Board of Supervisors, Draft 2021 Budget Workshop | 3 |
| October 13, 2020 Board of Supervisors Special Meeting | 5 |
| October 19, 2020 Board of Supervisors Meeting | 8 |
| October 26, 2020 Board of Supervisors Special Meeting | 13 |
| November 5, 2020 Board of Supervisors Special Meeting | 17 |
- III. APPROVAL OF PAYMENTS
- IV. TREASURER'S REPORT
- A. Approve Transfer of Funds
- V. SUPERVISORS REPORT
- A. Executive Sessions were/will be held November 10 and November 16, 2020 re: personnel matters
- B. Historical Commission Appointment: Aaron Stoyack
- C. Planning Commission Appointment: Stephen Fean
- D. Calendar:
- | | |
|---|----|
| November 26-27, 2020 Office Closed – observing the Thanksgiving Holiday | |
| November 28, 2020 4 th Annual Tree Lighting and Light UP Upper Uwchlan | 85 |
| December 8, 2020 4:00 PM Board of Supervisors Workshop | |
| December 21, 2020 7:00 PM Board of Supervisors Meeting | |
| December 25, 2020 Office Closed – Christmas Day | |
| January 1, 2021 Office Closed – New Year's Day | |
- Yard Waste Collection Dates: November 18, 25, December 9 and 23, 2020
- 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
- | | |
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| A. Township Engineer's Report | 86 |
| B. Building and Codes Department Report | 89 |
| C. Police Chief's Report | |
| D. Public Works Department Report | 91 |

VII. LAND DEVELOPMENT	
A. Enclave at Chester Springs – Land Development and Financial Security Agreements for Site Improvements and Sanitary Sewer Improvements; First Amendment to the Stormwater BMP Agreement	94
VIII. ADMINISTRATION	
A. Tax Collector Compensation Ordinance Amendment – Consider Adoption	208
B. Disposition of Township Property: Public Works Dump Truck - Approve Sale to High bidder	211
C. Consider Contribution to Natural Lands Trust	212
IX. OPEN SESSION	
X. ADJOURNMENT	



Upper Uwchlan Township
Board of Supervisors,
Draft 2021 Budget Workshop
October 13, 2020
6:00 p.m.
Minutes
DRAFT

LOCATION: This was a virtual meeting, held via Zoom video/audio conferencing, in order to minimize public exposure to COVID-19 and maintain social distancing. The meeting's Public Notice instructed those interested in participating in the meeting to email or call the Township Manager for the link and password to join in the meeting.

Attendees:

Sandy D'Amico, Chair	Tony Scheivert, Township Manager
Jamie Goncharoff, Vice-Chair	Shanna Lodge, Assistant Township Manager
Jenn Baxter, Member	Gwen Jonik, Township Secretary
	John DeMarco, Police Chief
Jill Bukata, Township Treasurer	Rhys Lloyd, Township Building Inspector
Mike Heckman, Director of Public Works	Steve Poley, Road Foreman
Byron Nickerson, Emergency Management Coordinator	

Sandy D'Amico called the Workshop to order at 6:00 p.m., led the Pledge of Allegiance and offered a moment of silence. No one planned to record the meeting. Two citizens attended.

Sandy D'Amico announced that Executive Sessions were held September 21, 2020 regarding personnel and legal matters and October 5, 2020 regarding legal matters.

Tax collector compensation ordinance amendment - authorize advertisement

The Township proposes to reduce the elected tax collector's compensation from \$1.65/bill to \$1.00/year, beginning January 1, 2022. The Township had researched the cost of using an outside agency versus the elected tax collector to collect the township real estate taxes and has entered into an Agreement with the County Treasurer's Office to do so beginning January 1, 2022. It is necessary to adopt this ordinance by January 2021 in order for tax collector candidates to know how they'll be compensated should they be elected. Jenn Baxter moved, seconded by Sandy D'Amico, to authorize the advertisement of the Tax Collector Compensation Ordinance amendment. The Motion carried unanimously.

Promulgation, Resolution for Updated Township Emergency Operations Plan

Byron Nickerson, Township Emergency Management Coordinator (EMC) and Emergency Management Planning Commission Chair (EMPC) highlighted recent updates to the Township Emergency Operations Plan (EOP), mostly administrative-type changes: updated Board of Supervisors and Township Staff names; updated resource contact information; current population figures and road/trail map; and updated Emergency Operations Center (EOC) email addresses, changes to the duty roster.

Jamie Goncharoff, Deputy Emergency Management Coordinator, thanked Byron for his leadership. He explained that the Emergency Operations Plan template was previously provided by the County or the State and each township addresses the applicable issues, not making substantive revisions or re-writing the Plan.

Jamie Goncharoff moved, seconded by Jenn Baxter, to sign the Promulgation and adopt Resolution #10-13-20-12, approving the updated Emergency Operations Plan. The Motion carried unanimously.

Draft 2021 Budget

Jill Bukata explained that staff have worked on the proposed 2021 budget for their departments over the past few months and today's focus is on specific departments with the rest being covered at the November Workshop. The proposed budget includes salary increases and medical insurance costs are estimated with a 3% increase.

Police Department. Chief DeMarco noted this is an operating budget; there are no proposals for additional personnel, though we are still looking to hire 1 officer as approved in the 2020 Budget; there will be a capital expenditure to replace a vehicle; the department moved from the temporary quarters back into the renovated building; continued community outreach, distributing doggie bags and jogger/walker light bands.

Building and Codes Department. Rhys Lloyd advised the department should need less money to operate in 2021 following Al Gaspari's retirement; they're very busy with new construction inspections but shouldn't need any additional consultants or personnel; Tony Scheivert advised that the department's pick-up truck should be replaced in 2022.

Public Works Department. Mike Heckman advised the public works budget will add more roads for resurfacing as they don't hold up as long with the Superpave material. There are 59 miles of township roads (118 road miles). He's previously planned to resurface 3.0-3.5 miles each year but may have to increase that to 4.0+. More personnel would be required if we needed to pave much more than 4 miles per year. They propose moving Kristin Roth, Administrative Assistant, from part-time to full-time. Tony Scheivert noted that a portion of Ms. Roth's salary would come from the Solid Waste Fund due to the number of tasks and activities she completes for trash, recycling, yard waste collection and totter repair/replacement.

There was a question in the Zoom "Chat" box regarding whether Sunoco repairs roads that they damage as they move heavy equipment for pipeline construction. Yes, the Township has an Agreement in place for the roads that Sunoco travels constantly for their construction projects.

Solid Waste Fund. Jill Bukata noted that 25% of Kristin Roth's benefits will come from this Fund.

Liquid Fuels Fund. Mrs. Bukata advised that liquid fuels funds from the State are estimated to be \$362,000, which is approximately \$31,000 less than last year, however, road maintenance will proceed as planned.

Open Session

No comments were offered.

Adjournment

There being no further business to be brought before the Board, Sandy D'Amico adjourned the Workshop at 6:51 p.m. and announced the Board would reconvene (virtually) at 7:30 p.m. for a public meeting to discuss an easement with Sunoco pipeline regarding Meadow Creek Lane.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS
SPECIAL MEETING
SUNOCO PIPELINE in MEADOW CREEK LANE

October 13, 2020

7:30 p.m.

DRAFT

LOCATION: This was a virtual meeting, held via Zoom video/audio conferencing, in order to minimize public exposure to COVID-19 and maintain social distancing. The meeting's Public Notices instructed those interested in participating in the meeting to email or call the Township Manager for the link and password to join in the meeting.

In Attendance:

Board of Supervisors

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

Tony Scheivert, Township Manager

Shanna Lodge, Assistant Township Manager

Gwen Jonik, Township Secretary

John DeMarco, Police Chief

Rhys Lloyd, Building Code Official

Anthony Campbell, Zoning Officer

Dave Leh, P.E., Township Engineer

Matthew Brown, P.E., Municipal Authority Administrator

Kristin Camp, Esq., Township Solicitor

Sandy D'Amico called the meeting to order at 7:31 p.m. The topic of this special meeting is an easement agreement with Sunoco, proposing pipeline construction in Meadow Creek Lane rather than in residents' yards, following the failure of Horizontal Directional Drilling (HDD) in this area. There were 27 citizens in attendance, including Senator Katie Muth and Representative Danielle Friel-Otten.

Sandy D'Amico asked Kristin Camp to describe the easement agreements.

There are two easements proposed: a permanent 50' wide easement within the road right-of-way of Meadow Creek Lane and a portion of the road right-of-way of Styer Road for the construction, operation and maintenance of two pipelines (a 16" and a 20", each not to exceed 24" diameter) and above-ground markers outside of the paved cartway but within the 50' easement; if cathodic protection test stations are needed, they may be placed within the permanent easement but not within the paved roadway; and a temporary construction easement less than 0.01 acre adjacent to the permanent easement. The temporary easement starts the day Sunoco mobilizes the construction equipment onto the permanent easement and ends on the day they complete all work related to this project or 36 months after the start day, whichever is earlier. Sunoco will notify the Township 5 days prior to mobilization, and estimates the construction will take 90-120 days, and they'll provide the Township with written notice of when the temporary easement is terminated.

Tonight's meeting is to discuss these terms and receive public comment; no decisions will be made this evening.

The Township is the Grantor; Sunoco is the Grantee.

A lot of protections for the Township residents are contained in the easement agreement, and Sunoco will pay \$1,000,000 to the Township upon issuance of all permits for the construction.

Sunoco will go through the Road Opening permit process with the Township building and code department, then execute the agreement, and then Sunoco pays the Township the permit fee, like any other permit fee.

The amount of the fee was established in conjunction with Matt Brown's estimate to provide public sanitary sewer to 11+ homes in the Meadow Creek neighborhood; the residents won't have to pay the costs of the tapping fee, connection fee or construction fee.

The permanent easement is non-exclusive so other utilities can be or remain within the road; the Township gets copies of all the permits issued to Sunoco; the pipeline is to be at least 60" below the surface unless they hit rock and then it might be less deep; they cannot leave open trenches overnight; Sunoco is required to restore the surface of the permanent easement to the condition prior to use of the easement; there's a 3-year 'warranty' for repair of any sink holes caused by the pipeline or the construction of the pipeline.

Sunoco owns 38 Meadow Creek Lane, which they've agreed to convey to the Township when they've completed this project, with an easement for Sunoco access. The Township could sell that parcel if desired.

Mrs. D'Amico and Township personnel addressed the comments and questions within the Zoom "Chat" area, briefly summarized below; this is not a formal transcript.

Above-ground markers are required by federal statutes.

The construction schedule hasn't yet been determined as no decision has been made. As permits are issued, a pre-construction meeting would be held and the construction schedule available then.

A letter regarding the installation of public sanitary sewer at no cost would be drafted in the future.

The detection of leaks via flyover when the pipeline is in a road will be researched and provided.

Quail Run Lane is not impacted by these pipelines.

The easement on 38 Meadow Creek Lane will be toward the east of the existing dwelling and the house won't be demolished.

Sunoco should conduct a geologic study to determine where and how deep there may be rock; Sunoco needs PaDEP permits.

The permanent easement is 50' wide – the paved road isn't that wide; some of the easement is in yards but the pipeline will be within the paved road, not in the yards.

Primary construction contractor contact and responsibilities for any utility service interruptions will be discussed during pre-construction meeting.

Sunoco will comply with the Township noise ordinance regulations.

The costs of the public sewer include the main in the street, laterals that connect to the homes, grinder pumps where needed, and decommissioning of the existing on-lot septic systems.

The construction work will be done in small sections and any trenches closed up or plated overnight.

It's not certain at this time if all of Meadow Creek Lane or if Quail Run Lane will be included in the public sanitary sewer installation.

Concerns were raised regarding air quality from open trench excavation.

The pipeline is being constructed under the existing road, which is already compacted; there shouldn't be any change in soils or storm water management.

The easement agreements being discussed were posted on the Township website, in tonight's meeting agenda packet.

The pipeline is being constructed on one side of the road; they won't be using the full width of the road for construction; Chief DeMarco will meet with the contractor prior to construction to coordinate provisions for emergency response.

There will be additional negotiations with Sunoco if directed by the Board of Supervisors; the Board could move to approve the easement agreements, or they may want to leave more time.

Concern was raised about the history of Sunoco failing to follow their plans; they still need to clean up Marsh Creek Lake. Take more time, get more information from Sunoco before making a decision.

The Board of Supervisors has been negotiating with Sunoco for quite some time. Sunoco has been determined to be a public utility and could take via eminent domain, in which the Township would get 'market value' for the length of roadway involved.

There are legal requirements in the easement agreement that cover breach of contract; a performance bond isn't necessary.

Concerns raised about water quality, increased Turnpike noise and visibility since Sunoco started work nearby. Suggestion to require Sunoco to replace landscaping or return 38 Meadow Creek Lane to its original condition.

Concept for turning over 38 Meadow Creek Lane to the Township was so the property could be restored and increased in value for the community/sale rather than Sunoco leaving the area and abandoning the property.

The Township is trying to negotiate the best possible outcome and protect the residents' property from further damage.

Suggestion made that each owner have a licensed engineer perform a pre-construction inspection and document it. In Pennsylvania, the municipality is limited as to interference between private companies and private property.

Everyone on tonight's call who wishes to be notified of future meetings on this matter should send/confirm their email addresses with Tony Scheivert.

Sandy D'Amico thanked everyone for their participation this evening and adjourned the meeting at 9:30 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING

October 19, 2020

7:00 p.m.

DRAFT

LOCATION: This was a virtual meeting, held via Zoom video/audio conferencing, in order to minimize public exposure to COVID-19 and maintain social distancing. The meeting's Public Notices instructed those interested in participating in the meeting to email or call the Township Manager for the link and password to join in the meeting.

In Attendance:

Board of Supervisors

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

Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager
Gwen Jonik, Township Secretary
Jill Bukata, Township Treasurer
John DeMarco, Police Chief
Mike Heckman, Director of Public Works
Dave Leh, P.E., Gilmore & Associates
Rhys Lloyd, Building Code Official

Kristin Camp, Esq., Township Solicitor

Sandy D'Amico called the meeting to order at 7:01 pm, led the Pledge of Allegiance, and offered a moment of silence. No one planned to record the meeting, other than the Township for minute preparation purposes. There were 19 citizens in attendance. Mr. Goncharoff will be late.

Approval of Minutes

Mrs. Baxter moved, seconded by Mrs. D'Amico, to approve as presented the minutes from the September 8, 2020 Board of Supervisors Workshop and the September 21, 2020 Board of Supervisors Meeting. The Motion carried unanimously.

Approval of Payments

Mrs. Baxter moved, seconded by Mrs. D'Amico, to approve the payments to all vendors as listed October 15, 2020. The Motion carried unanimously.

Treasurer's Report

Jill Bukata reported that the financial condition remains strong; year-to-date revenues are at 86.4% of the budget; year-to-date expenses are at 71.3% of the budget; earned income tax receipts is \$95,000 higher than this time last year, 84.7% of the budget. We've received \$95,209 from the State for the annual Fire Tax Relief that is distributed to our local fire companies, and \$206,801 from the State for pension funding.

Supervisor's Report

Mrs. D'Amico announced an Executive Session was held October 13, 2020 regarding legal matters. The following calendar was posted: October 31, 2020 Park & Rec's Drive in Movie @ Hickory Park; November 10, 2020 4:00 PM Board of Supervisors, Draft 2021 Budget Workshop; November 16, 2020 7:00 PM Board of Supervisors Meeting; November 26-27, 2020 Office Closed observing the Thanksgiving Holiday; November 28, 2020 4th Annual Tree Lighting and Light UP Upper Uwchlan; yard waste collection dates: October 21, 28 and November 4, 11, 18, 25, 2020.

Shanna Lodge noted the drive-in movie was sold out but there might be another in November. The November 28 Tree Lighting will be a drive-through activity and the details for Light UP Upper Uwchlan are on the website.

Administrative Reports

Township Engineer's Report

Dave Leh reported that the Toll is moving forward on punch list items for the Townes at Chester Springs, hoping to pave the road in next few weeks; Toll is requesting a pre-construction meeting for the residential portion of Byers Station Parcel 5C Lot 2A – the plans need to be recorded and the developer's land development and financial security agreements executed before construction begins. Windsor Baptist Church is revising their plans that include the trail along Park Road - they withdrew from tonight's agenda.

Building and Codes Department Report

Rhys Lloyd reported that September was a busy month - they issued 130 permits (more than twice the number issued September 2019), totaling \$87,000 in fees. The building and public works departments assisted Rohan Rao with his Eagle Scout project, replacing the billboard at Hickory Park.

Police Chief's Report

Chief DeMarco reported that 1,225 incidents were handled, including 129 traffic citations, 17 reported crimes, 5 criminal arrests. With daylight savings time ending, be careful on the roads and watch out for pedestrians in the coming weeks.

Christine DiGiulio asked about Sunoco security personnel recording residents. Chief DeMarco advises residents to call 911 if/when they're uncomfortable or observe such behaviors so the activity can be addressed immediately. You can also fill out and submit a Voluntary Statement Form, which is on the website.

Public Works Department Report

Mike Heckman reported that during September the Department received and completed 164 work orders; they recommend residents trim up their roadside trees so the plow trucks, buses, delivery trucks don't hit them. The Department does a "truck cut" beginning in November if residents don't do their own. Paving is done, plus a little extra on Styer Road, they're rebuilding inlets, performing preventive maintenance and inspections on vehicles, replacing signs around the township, taking training classes.

Land Development

Byers Station Parcel 5C Lot 2A – Establish Sanitary Sewer Escrow Account. Tony Scheivert explained that ARRO has reviewed the developers estimates for the sanitary sewer escrow for the residential portion of Byers Station Parcel 5C Lot 2 (commercial lot). ARRO agrees with the amount of \$147,396.00. This will be included in the financial security agreements which will most likely be presented next month.

Marsh Lea Land Development & Financial Security Agreements – Extension. Kristin Camp explained that the public improvements for the development haven't been fully completed. The 1-year timeframe written into the agreements is too short. The developer, Marsh Lea 27 LLC c/o Moser Construction Management is requesting an extension of the agreements to May 31, 2021. Mrs. Baxter moved, seconded by Mrs. D'Amico, to approve the extension to May 31, 2021. The Motion carried unanimously.

Preserve at Marsh Creek Phase 1 Land Development & Financial Security Agreements – Extension. Ms. Camp noted that the Pennsylvania Municipalities Planning Code (MPC) provides 5 years for developers to complete public improvements. Again, the timeframe written

into the agreements for this large development is too short and the developer is asking for an extension within that 5-year window, to November 1, 2024. Mrs. Baxter moved, seconded by Mrs. D'Amico, to approve the extension of the agreements to November 1, 2024. The Motion carried unanimously.

Eagleview Lot 9 UTI/Frontage Preliminary/Final Land Development Plan. Dave Leh provided an overview of the project, which is modifying the existing 231,000+ SF UTI building, converting 73,000 SF for Frontage Laboratories -- 50,000 SF for labs and 23,000 SF for offices. Neal Fisher and Nick Hartman – Hankin Group and Steve Hetland – Frontage, were in attendance to answer questions about the project and seek approval of the Plan. Twenty-three parking spaces will be removed to provide for outdoor storage areas (for empty containers, dumpster, back-up generator) and re-configure loading docks. UTI is scaling back in size and modifying part of the building for Frontage Laboratories, a contract research laboratory. Test samples are brought in by UPS, FedEx, etc. in sealed barrels/containers. They use HPLC equipment (high performance liquid chromatography) and any solvents or chemicals used are removed as waste via truck, again, in sealed barrels or containers. There are 3 existing loading docks, all on-grade and they'd like to change the grade on the middle dock so it's a 4' dock to serve the Frontage deliveries/pick-ups. Sanitary sewer discharges into the Eagleview wastewater treatment facility, operated by Uwchlan Township, which will be monitored and metered by them. The Planning Commission has reviewed the Plan and recommended approval. Concern was raised regarding biohazards/hazmat incidents. Chief DeMarco advised that the fire fighters of the 4 fire companies that respond in Upper Uwchlan have hazmat operations training, as do the ambulance companies, and Township police officers. The Township has an Emergency Operations Plan, as does the County's Department of Emergency Services. Concern was raised regarding proximity of construction to a pipeline. Mr. Fisher advised the modifications are minimal and the pipeline is ¼ mile away. Kristin Camp suggested additional compliance language to the conditions of approval.

Mrs. Baxter moved, seconded by Mr. Goncharoff, to approve the Preliminary / Final Land Development Plan prepared by Chester Valley Engineers, Inc. titled, "Eagleview Lot 9 For Universal Technical Institute & Frontage Laboratories" (9 sheets), dated September 8, 2020, with the following conditions. The Motion carried unanimously.

1. The plans shall be revised to address the comments raised in Gilmore & Associates, Inc.'s October 1, 2020, review letter.
2. A waiver is hereby granted from §162-7.B.(b) & (c) to permit the plan to be considered a Preliminary / Final Land Development Application.
3. There will be no above ground storage tanks installed as part of this project.
4. The Applicant shall comply with comments raised by the Township Fire Marshal's review.
5. The Applicant agrees to confirm with the Township's Traffic Engineer the proposed reduction in the number of trips per day compared to the current use. The Township's Traffic Engineer will then determine if a Traffic Impact Fee is required and the amount, which would be due at the time of building permit issuance.
6. Applicant shall comply with all applicable federal, state and local laws and regulations.

ADMINISTRATION

Upland Farm Barn Renovation – Consider Approving Construction Management Contract. Tony Scheivert advised that in June 2019, at the Township's request, architectural firm Archer & Buchanan prepared plans for improvements to the barn at Upland Farms. The improvements were prioritized, starting with the installation of public restrooms on the lower level, then renovating the entry door and ramp for ADA accessibility, repairing windows, doors and walls for weatherproofing, finishing the community room, and finishing the storage room. We'd like to hire a construction manager for this project, as we did with the Township Building renovations. Mr. Scheivert and Shanna Lodge met with Tony Ganguzza of Boyle Construction Management and received a quote of \$169,600 to provide these professional services. We'd like to contract

with them for the total project. They'll prepare the bid specifications, manage the bidding process, oversee construction through completion, and close out the project. Since these services are considered professional services, it does not have to go out to bid. We've been happy with Boyle's work on the Township Building project. It would be @ 12-month process – estimated 5 months for the bid process, 6 months for construction, and 1 month to close out the project. This would be funded through the General Bond issued in 2019. We had hoped to accomplish the project this year but COVID interrupted.

Mrs. Baxter moved, seconded by Mrs. D'Amico, to approve the contract with Boyle Construction Management for construction management services totaling \$169,600.00. The Motion carried unanimously.

Windsor Ridge Trail Extension Feasibility Study – Consider McMahon's Proposal. Tony Scheivert explained that the Township is researching options to connect Windsor Ridge to the Village of Eagle. Mr. Scheivert, Shanna Lodge, and Park & Rec Board Chair Cathy Tomlinson walked the area and there are several options. McMahon Associates was asked to prepare a proposal to conduct a feasibility study, to determine the best, most cost-effective option, and to begin preparing a DCNR Grant application. This Study will be funded through the general fund's traffic engineering budget line. Mrs. Baxter moved, seconded by Mr. Goncharoff, to accept McMahon's proposal of \$8,500 to conduct the feasibility study. The Motion carried unanimously.

Easement Agreements for Sunoco Pipeline Within Meadow Creek Lane.

The following is a summarization of the discussion, not a formal transcript.

Kristin Camp began the discussion, following up from last week's meeting, by clarifying that all of the lots within the Meadow Creek neighborhood would have the option to connect to public sewer; the Board of Supervisors and Authority's intention is to cover the costs of all of these connections; regarding the geological testing and analysis of the soils, Gilmore & Associates has geologists and inspectors on staff and they can observe and inspect the conditions throughout the construction; with open cut trenching method, the contractor has a better view of what is in the ground, not like 'blind' HDD; there is no excavation involved for the above-ground markers and they'd be installed within the 50' township-owned right-of-way so there won't be markers placed in someone's septic system or drain field; both pipelines have to be in the southwest side of the road; Sunoco clarified that aerial inspections by plane are one of many overlapping methods used to inspect the pipelines – sinkholes/depressions would be visible from the air; a performance bond is not necessary as Sunoco has already posted a bond to address restoring the road to pre-construction condition; the \$1,000,000 payment should cover or come fairly close to covering the construction and connection costs for sewerage all the properties.

All of the homes on Meadow Creek Lane and Quail Run Lane will be connected to public sewer; the Township hopes there won't be any charges to the homeowners for the connection but there is a possibility, given unforeseen circumstances;

A road condition evaluation was done by ARRB in March 2017. At the completion of the project, they will return and re-evaluate the roadway, and there's a \$500,000 bond we can pull if Sunoco doesn't fix the road;

A letter will be prepared by the Municipal Authority detailing the sewer line details;

Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations should be researched and Sunoco should have to comply with public education conditions;

Concern raised regarding Sunoco's machinery impacting property alongside the roadway;

Sunoco will provide an extension of time for the township to act on the Agreements, however, if not acted upon soon, they'll condemn the easement and construct the pipeline where they originally planned, which is in residents' yards;

The Township is trying to incorporate into this agreement appropriate protections for the residents and negotiated a fee to replace septic systems with public sewers. These protections and fee wouldn't be available if Sunoco, as a public utility, condemns the easement. The Township would have 30 days to appeal the condemnation. Sunoco would only have to pay the appraised value of the roadway;

This topic and residents' concerns were discussed in May. The residents did not want the pipeline going through their front yards. We've been negotiating with Sunoco since then. If we don't execute the Agreements, Sunoco has 2 choices – they could return to negotiations with individual residents to go through their front yards or they could condemn the road.

Concern raised with water quality issues near other Sunoco pipeline sites;

There will be an additional meeting for public comment, Monday October 26, 2020 at 7:30 p.m.;

It's hoped this is the last pipeline to go through this area;

Aerial inspection frequency and height is not known, but not believed to be a nuisance;

The Township is trying to make the best of a situation, trying to negotiate the best result for the residents who have been or will be affected;

The meeting on October 26, 2020 will be for additional public comment and possibly voting to execute the Agreements;

Residents can contact Township Manager, Tony Scheivert, for further information or Sunoco contact information.

Open Session

Resident commented that traffic at Starbucks in the Village has backed up onto Simpson Drive and near Route 100. Kristin Camp replied that the conditions of approval for Starbucks include requiring a traffic study if stacking out onto Route 100 is observed. Chief DeMarco noted he'll follow up with McMahon Associates.

Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the meeting at 8:57 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS
SPECIAL MEETING

SUNOCO PIPELINE EASEMENT AGREEMENTS
-- MEADOW CREEK LANE

October 26, 2020

7:30 p.m.

DRAFT

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In Attendance:

Board of Supervisors

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Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

Kristin Camp, Esq., Township Solicitor

Tony Scheivert, Township Manager

Gwen Jonik, Township Secretary

Rhys Lloyd, Building Code Official

Anthony Campbell, Zoning Officer

Dave Leh, P.E., Township Engineer

Matthew Brown, P.E., Municipal Authority Admin.

Sandy D'Amico called the meeting to order at 7:34 p.m. The topic of this special meeting is an easement agreement with Sunoco, who is proposing open trench pipeline construction in Meadow Creek Lane rather than in residents' yards. In addition to Township personnel, there were 45 citizens in attendance, including Senator Katie Muth and Representative Danielle Friel-Otten.

Mrs. D'Amico provided background on the matter:

February 19, 2019 – a group of residents ask the Board of Supervisors to join the Safety 7 and intervene at the State level regarding safety concerns with Sunoco's Mariner East projects. The Board authorizes hiring a solicitor to represent the Township's interests.

June 16, 2019 – authorized the filing of a Petition to Intervene and become a party to the proceedings in the case.

August 19, 2019 – The Board was advised of a petition with 67 signatures from High Meadow residents requesting any easements or permits from Sunoco be denied by the Township. The Board held a public meeting on the topic, and based on feedback from residents, advised Sunoco the Township wouldn't allow for open trenching in the roadway.

October 14, 2019 – the Sunoco project and the impact to Meadow Creek Lane residents was an agenda item at the regularly scheduled Supervisors meeting. Senator Katie Muth and Representative Danielle Friel-Otten were in attendance. Residents voiced concerns and asked questions of Staff and elected State Officials.

November 18, 2019 – the Township indicated they'd deny Sunoco's request for open trenching in Meadow Creek Lane (MCL). MCL residents were informed that any Agreements with Sunoco would be discussed and/or approved at a public meeting.

February 18, 2020 – residents reported that land agents told them if they didn't want open trenching in their yards that they had to ask the Township to allow it in the road. The Township reopened discussion with Sunoco.

May 18, 2020 – an Agreement was negotiated, in principle, with Sunoco to allow for open trenching in MCL. In exchange, Sunoco would pay \$1,000,000, which the Township plans to use to provide public sewer to all properties in High Meadow development. It's the Board's intent to provide that public sewer at no or minimal cost to those residents.

August 10, 2020 – Sunoco spills drilling mud into Marsh Creek Lake

August 13, 2020 – Township writes to Governor Wolf asking him to rescind all permits for Sunoco's Mariner East project. This does not happen.

September 23, 2020 – Township sends letter to Meadow Creek residents advising them that the MCL easement will be on the October 13, 2020 Supervisors meeting agenda.

October 13, 2020 – the Board shares details of the easement agreement with the MCL residents, which allows for open trench construction within Meadow Creek Lane and includes Sunoco paying \$1,000,000 to the Township in exchange for the easement, and that Sunoco will convey ownership of 38 Meadow Creek Lane to the Township. Attendees were concerned that more time was needed for public comment. The Township schedules and advertises a special meeting for October 26, 2020.

Sunoco, a public utility, has the right to condemn property and take it through eminent domain. If the Township does not approve this easement agreement, Sunoco will file the Declaration of Taking to condemn the property. This could take 30 days, or several months. The conditions that the Board has negotiated to be written into the easement agreement for the protection of the residents would be lost, as will the \$1,000,000 payment and public sewer project; other neighborhoods that have taken Sunoco to court have lost after spending hundreds of thousands of taxpayers' dollars; the Township won't vote on the easement agreement tonight - a recently received legal document has to be fully vetted; a vote will be considered at a meeting scheduled for November 5, 2020.

Questions and comments will be taken until 9:00 p.m. this evening, with Township residents going first and open to other attendees if time allows.

The following is a summarization of the evening's discussion; this is not a formal transcript.

The focus has been on Meadow Creek Lane, what about other areas of the Township affected by Sunoco?

Sunoco could file for condemnation by eminent domain if we don't sign the easement agreement - the Township would have 30 days to file an appeal – if we lose the case, then Sunoco pays only the market value of the easement area;

Sunoco needs PaDEP permits and must comply with those conditions, and State laws;

The Township has been updated weekly regarding the cleanup of Marsh Creek Lake from August's spill;

All Meadow Creek Lane and Quail Run Lane will be part of the sewer project;

These 2 pipelines will be in sealed pipes, constructed in open trenches within the roadway, not by the HDD method. There shouldn't be an impact to private wells using this method; that's more of a risk with HDD.

Will Sunoco's vehicles be identified? All manner of vehicles in/out of 38 Meadow Creek Lane that it's hard to tell if they're with Sunoco or trespassers. This will be discussed with Sunoco, as well as personnel should also be required to wear badges or some sort of identification.

Support for moving forward with agreement so the protections are in place.

No hydrologic report since it's not HDD and the trench will be in an existing roadway. Any wetlands on 38 Meadow Creek Lane are on Sunoco property and the Township has no authority there.

The project area is the open trench from Greenridge Road over to Styer Road, bore under Styer Road, then open trenching to 38 Meadow Creek Lane.

The public sanitary sewer project is in the design phase; preliminary drawings are being prepared; targeting bid over the winter/spring with construction starting mid-Spring 2021, lasting @ 12 months. On-lot septic tank abandonment will be done according to Chester County Health Department regulations (pumped out, disconnected, filled with sand, abandoned in place). We need to acquire proper permits and expand the wastewater facility.

Residents near HDD pipeline projects have experienced on-lot well water contamination issues. PaDEP has aquifer data. Chester County Health Department has soil and geological information.

Concern raised about publicizing evacuation plans in the vicinity of Marsh Creek Lake as Park Road is only way out if a pipeline emergency occurred.

Township personnel will ask what caused Sunoco to discontinue with the HDD process in the Meadow Creek Lane area.

The easement agreements being discussed provide the following protections to the residents and the Township: defines the limits of the easements, obligates Sunoco to use good faith efforts in timing; requires a pre-construction meeting to work out all of the details; the Township will get copies of all of the permits Sunoco has to acquire; provides a plan/map for the aboveground pipeline markers; the pipelines have to be a minimum 5' below ground; requires a prime contact at Sunoco to address all issues; states the \$1,000,000 fee; Sunoco has to restore the surface of the road; Sunoco can't store equipment in the easement; no trenches are to be left open after the work day; sinkholes caused by the construction will be fixed; Sunoco has to provide proof of insurances; Sunoco will convey 38 Meadow Creek Lane to the Township.

The easement agreements are legal contracts; if Sunoco doesn't abide by or follow through (breach of contract), take them to court.

Sinkholes occur overtop construction or within 5-10' of the pipeline, which shouldn't impact private properties.

Concern raised regarding allegations in other townships that Sunoco is modifying the geological testing reports provided to them before submitting to the municipal authorities.

Concern raised of allegations that the Judge hearing the Marsh Creek drilling case previously worked for a Firm who represented Sunoco.

All typical services will be available – mail, trash, etc. Residents will be contacted by Sunoco the day before their specific access may be restricted, for a 4-hour period. Emergency issues over the weekends should be called in to 911 and the police will have contact information.

Any outstanding questions from tonight will be emailed to tonight's attendees and answers stated at the November 5 Special Meeting.

Sediment control and dust mitigation measures will be addressed with Sunoco at the pre-construction meeting. There are several methods available depending on the temperature, and these will be short trenches, which will be helpful.

Construction on the pipeline can occur within the Noise Ordinance regulations: Monday-Friday 7:00 AM – 7:00 PM; Saturdays 9:00 AM - 5:00 PM. Allowing or prohibiting bringing in lighting to work until 7:00 PM after dark is not included in the agreement but can be added.

The easement agreements have been negotiated because the majority of the Meadow Creek Lane residents who would be impacted by the pipeline construction did not want it going through their front yards and asked the Township to allow it in the road if it had to be constructed.

Mrs. D'Amico thanked everyone for attending this evening, thanked Senator Muth and Representative Friel-Otten for their partnership, stated they anticipate taking a vote on the easement agreements at the November 5 Special Meeting and that a Zoom link for that meeting will be sent to tonight's attendees. She adjourned the meeting at 9:03 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS
SPECIAL MEETING

SUNOCO PIPELINE EASEMENT AGREEMENTS
-- MEADOW CREEK LANE

November 5, 2020

7:00 p.m.

DRAFT

LOCATION: This was a virtual meeting, held via Zoom video/audio conferencing, to minimize public exposure to COVID-19 and maintain social distancing. The meeting's Public Notices instructed those interested in participating in the meeting to email or call the Township Manager for the link and password to join in the meeting.

In Attendance:

Board of Supervisors

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

Tony Scheivert, Township Manager

Shanna Lodge, Assistant Township Manager

Gwen Jonik, Township Secretary

Rhys Lloyd, Building Code Official

Kristin Camp, Esq., Township Solicitor

Dave Leh, P.E., Township Engineer

Mrs. D'Amico called the meeting to order at 7:01 p.m., led the Pledge of Allegiance and offered a moment of silence. No one planned to audio or video record the meeting other than the Township for minutes preparation purposes. In addition to Township personnel, there were 12 citizens in attendance.

Mrs. D'Amico explained that this is the final meeting on the Meadow Creek Lane easements and at the end of the meeting, the Board intends to take a vote on the easements. Kristin Camp will review the legal issue that delayed the vote until this evening, Tony Scheivert will provide updates/answers to outstanding questions from the October 26, 2020 Special Meeting, and after a Motion is moved and seconded, comments will be taken from Township residents, limited to two minutes per person. Residents should identify themselves and their address.

The Township negotiated these easements with Sunoco/Energy Transfer for construction of 2 pipelines within Meadow Creek Lane as the residents did not want the pipeline running through their front yards.

Kristin Camp explained that the Township received an email October 26, 2020 that suggested there was a State statute that could prevent Sunoco from condemning the right-of-way through Meadow Creek Lane. She analyzed the Statute, a Business Corporation Law, discussed it with several colleagues and it is their opinion that the section of the Business Corporation Law that was cited doesn't prohibit condemning land to install pipelines to transmit petroleum products. If the Township doesn't willingly approve the easement, Sunoco can condemn it within the public roadway. Sunoco has been confirmed as a public utility.

Tony Scheivert provided responses to 12 questions that weren't answered October 26, 2020.

1. Meadow Creek Lane residents are serviced by public water so the open trench construction will not disrupt private water wells.

2. Contractors working at the site might not have company identification on their personal vehicles, however, all non-Michels vehicles will be parked within the work zone or somewhere on the right-of-way of the street.
3. No drill heads were lost during the HDD work previously done in this area.
4. The open trench construction will go from in Meadow Creek Lane, down the right-of-way on 38 Meadow Creek Lane and connect to the location already installed at the rear of the property.
5. The septic system at 38 Meadow Creek Lane was not damaged; however, the easement requested by Sunoco was too close to the replacement septic field area and the property owners did not want a replacement septic field in their front yard.
6. Sunoco changed its original route in this area as the first contractor encountered difficulties during drilling of the permitted 16" pipeline on the original alignment and it was decided to switch to an open cut method through this portion. Due to the proposed PA Turnpike expansion and Sunoco's desire not to utilize private property of the residents of Meadow Creek Lane, it was decided to propose to the Board of Supervisors the use of the open cut method in Meadow Creek Lane.
7. Recent activity on Styer Road was the installation of the pipeline that will connect with the pipeline to go through Meadow Creek.
8. We can review geological reports submitted by Sunoco to DEP in response to the spill at Marsh Creek. There are no geological reports for the Meadow Creek Lane cartway.
9. As Sunoco Pipeline has in other areas of the project, if earth features (sinkholes) develop through Sunoco Pipeline's operations, Sunoco Pipeline would immediately respond and address them.
10. Conditions and temperatures will dictate how dust is mitigated. Water may be used if temperatures permit. Besides water, Sunoco will be using street sweepers and, when necessary, a product called "gorilla snot". Gorilla snot is an eco-friendly, biodegradable copolymer that Sunoco has used on other worksites, with good results, to suppress dust at the source before becoming an issue.
11. There will be lights used on this project as Sunoco will be permitted to work until 7:00 p.m. on Meadow Creek Lane.
12. The noise from the operation of the pumping station that Senator Muth commented on was from a 4-hour leak test that Sunoco had made the Township aware of beforehand.

Jenn Baxter moved to approve the easement agreement with Sunoco/Energy Transfer. Jamie Goncharoff seconded. The public comment period was opened.

Tammy Krumbhaar of 36 Meadow Creek Lane commented she has no faith in Sunoco in controlling dust from construction as they haven't controlled it over the last 3 years while working at 38 Meadow Creek Lane. She commented that there are all kinds of vehicles in and out of 38 Meadow Creek Lane driveway and right-of-way at various times, not just during the workday; there has been vandalism.

Sandy D'Amico called for the vote. All were in favor; the Motion carried unanimously.

Mrs. D'Amico thanked everyone for participating this evening. She reiterated that this was not an easy decision. The Board wouldn't have chosen to run a pipeline in this area but they did the best they could to provide as many protections and conditions as possible for the residents and minimize the impact to the residents and the township.

Mrs. D'Amico adjourned the meeting at 7:19 p.m.

Respectfully submitted,
Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 51502 to 51590
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
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51503	10/26/20	EASTB020 EAST BRANDYWINE FIREMEN'S RELI	4,677.33	2297
51504	10/26/20	GLENM020 GLENMOORE FIREMEN'S RELIEF FUN	1,715.55	2297
51505	10/26/20	LIONV020 LIONVILLE FIREMEN'S RELIEF FUN	40,456.94	2297
51506	10/26/20	LUDWI030 LUDWIG'S CORNER FIRE COMPANY	48,359.43	2297
51507	10/26/20	WALLA010 WALLACE TOWNSHIP	4,322.97	2297
51508	11/05/20	MONKEYFI MONKEY FISH TOYS	700.00	2299
51509	11/16/20	21ST 21st CENTURY MEDIA PHILLY	568.07	2307
51510	11/16/20	ADVANT020 ADVANTAGE INDUSTRIAL SUPPLY	225.20	2307
51511	11/16/20	AMERI030 AICPA	135.36	2307
51512	11/16/20	AQUAP010 AQUA PA	790.03	2307
51513	11/16/20	ARROC010 ARRO CONSULTING, INC.	392.00	2307
51514	11/16/20	ATTMOBIL AT & T MOBILITY	843.98	2307
51515	11/16/20	AXONENTE AXON ENTERPRISE, INC	464.00	2307
51516	11/16/20	BERKH030 H.A. BERKHEIMER, INC.	175.80	2307
51517	11/16/20	BIGAIRCI BIG AIR CINEMA	800.00	2307
51518	11/16/20	BIO-ONE BIO-ONE CHESTER COUNTY	2,025.00	2307
51519	11/16/20	BRANDSPC BRANDYWINE VALLEY SPCA	337.64	2307
51520	11/16/20	BRANDYHD BRANDYWINE HARLEY-DAVIDSON	46.22	2307
51521	11/16/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	6,021.40	2307
51522	11/16/20	BURKHOLD BURKHOLDER MFG, INC.	64.50	2307
51523	11/16/20	CHARLHIG CHARLES A HIGGINS & SONS	755.10	2307
51524	11/16/20	CHESCODE CHESTER COUNTY TREASURER-CCDES	420.00	2307
51525	11/16/20	CINTA010 CINTAS CORPORATION #287	362.64	2307
51526	11/16/20	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE	1,875.88	2307
51527	11/16/20	COLLIFL COLLIFLOWER, INC	59.44	2307
51528	11/16/20	COMCA010 COMCAST	1,232.14	2307
51529	11/16/20	CONWAY01 CONWAY POWER EQUIPMENT, INC.	523.68	2307
51530	11/16/20	COUNT010 COUNTRY ESTATE FENCE, INC.	113.50	2307
51531	11/16/20	CRYST010 CRYSTAL SPRINGS	77.12	2307
51532	11/16/20	DAILY102 THE DAILY LOCAL	413.20	2307
51533	11/16/20	DELA030 DELAWARE VALLEY HEALTH TRUST	51,397.90	2307
51534	11/16/20	DIGITALL DIGITAL-ALLY	633.75	2307
51535	11/16/20	DOWNSENI DOWNINGTOWN AREA SENIOR CENTER	2,000.00	2307
51536	11/16/20	EAGLHARD EAGLE HARDWARE	157.01	2307
51537	11/16/20	FISHE010 FISHER & SON COMPANY, INC.	269.00	2307
51538	11/16/20	FRAME010 FRAME POWER EQUIPMENT	4.92	2307
51539	11/16/20	GENER010 GENERAL CODE	4,017.89	2307
51540	11/16/20	GILMO020 GILMORE & ASSOCIATES, INC	9,362.67	2307
51541	11/16/20	GLASG010 GLASGOW, INC.	104.00	2307
51542	11/16/20	GLOCK010 GLOCK PROFESSIONAL, INC.	400.00	2307
51543	11/16/20	HATHO010 H.A. THOMSON	2,486.00	2307
51544	11/16/20	HAWEI010 H.A. WEIGAND, INC.	548.65	2307
51545	11/16/20	HELPNOW HELP-NOW, LLC	4,092.68	2307
51546	11/16/20	HENER010 HENRIETTA HANKIN LIBRARY	5,000.00	2307
51547	11/16/20	INKS0010 INK'S DISPOSAL SERVICE, INC.	220.00	2307
51548	11/16/20	INTER010 INTERCON TRUCK EQUIPMENT	210.46	2307
51549	11/16/20	IRONM010 IRON MOUNTAIN	93.71	2307
51550	11/16/20	JONESSTE STEVEN R. JONES	33.62	2307
51551	11/16/20	KEENC010 KEEN COMPRESSED GAS COMPANY	21.81	2307
51552	11/16/20	KIMBALLW KIMBALL MIDWEST	368.45	2307

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Upper Uwchlan Township
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51555	11/16/20	LLOYD020 RHYS LLOYD	104.87		2307
51556	11/16/20	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	22.45		2307
51557	11/16/20	MAINL010 MAIN LINE CONCRETE & SUPPLY IN	335.00		2307
51558	11/16/20	MARSH020 MARSH CREEK SIGNS	665.00		2307
51559	11/16/20	MGL00010 MGL PRINTING SOLUTIONS	274.50		2307
51560	11/16/20	NAPA0010 NAPA	1,887.20		2307
51561	11/16/20	NEWHO010 NEW HOLLAND AUTO GROUP	98.18		2307
51562	11/16/20	NORTH040 NORTHERN SAFETY & INDUSTRIAL	27.67		2307
51563	11/16/20	OROUR010 O'ROURKE & SONS, INC	79.00		2307
51564	11/16/20	PECO0010 PECO ENERGY	7,186.98		2307
51565	11/16/20	PIPEL020 PIPE LINE PLASTICS, INC	89.81		2307
51566	11/16/20	PLAST010 PLASTERER EQUIPMENT CO., INC.	1,082.22		2307
51567	11/16/20	POSITCON POSITIVE CONCEPTS	183.20		2307
51568	11/16/20	RAM-T010 RAM-T CORPORATION	59.00		2307
51569	11/16/20	RLSSUPPL RLS SUPPLIES	181.12		2307
51570	11/16/20	ROBLITTL ROBERT E. LITTLE, INC.	262.00		2307
51571	11/16/20	SAFETYKL SAFETY-KLEEN SYSTEMS, INC.	599.26		2307
51572	11/16/20	SIRSP010 SIR SPEEDY	42.00		2307
51573	11/16/20	SMALE010 SMALE'S PRINTERY	150.00		2307
51574	11/16/20	STAPLADV STAPLES ADVANTAGE	350.21		2307
51575	11/16/20	STAPLCRP STAPLES CREDIT PLAN	281.92		2307
51576	11/16/20	STRATIX STRATIX SYSTEMS	583.83		2307
51577	11/16/20	SUNBE020 SUNBELT RENTALS	103.63		2307
51578	11/16/20	TONYSCH TONY SCHEIVERT	100.00		2307
51579	11/16/20	TPTRA010 T. P. TRAILERS	240.31		2307
51580	11/16/20	TRAISR TRAIRS BY MCMAHON	3,018.55		2307
51581	11/16/20	USMUN020 US MUNICIPAL SUPPLY CO.	1,286.17		2307
51582	11/16/20	UWCHL010 UWCHLAN AMBULANCE CORPS	175.00		2307
51583	11/16/20	VERIZ010 VERIZON	887.88		2307
51584	11/16/20	VERIZFIO VERIZON	124.99		2307
51585	11/16/20	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		2307
51586	11/16/20	WESTB010 WEST BRADFORD TOWNSHIP	39.17		2307
51587	11/16/20	WESTV010 WEST VINCENT TOWNSHIP	6,136.00		2307
51588	11/16/20	WIGGISHR WIGGINS SHREDDING	80.00		2307
51589	11/16/20	WITME010 WITMER PUBLIC SAFETY GROUP, INC	1,598.47		2307
51590	11/16/20	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	261.09		2307
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	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
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November 13, 2020
07:29 AM

Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 51502 to 51590
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

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51502	10/19/20	UPPER070 UPPER UWCHLAN TOWNSHIP						2292	
20-01261	1	Meridian GF due to Fulton GF	100,000.00	01-495-000-000	Expense Reclass	Expenditure		1	1
51503	10/26/20	EASTB020 EAST BRANDYWINE FIREMEN'S RELI						2297	
20-01296	1	2019/20 firemen's relief fund	4,677.33	01-411-002-530	Contributions-Fire Relief	Expenditure		4	1
51504	10/26/20	GLENM020 GLENMOORE FIREMEN'S RELIEF FUN						2297	
20-01297	1	2019/20 firemen's relief fund	1,715.55	01-411-002-530	Contributions-Fire Relief	Expenditure		5	1
51505	10/26/20	LIONV020 LIONVILLE FIREMEN'S RELIEF FUN						2297	
20-01294	1	2019/20 firemen's relief fund	40,456.94	01-411-002-530	Contributions-Fire Relief	Expenditure		2	1
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20-01295	1	2019/20 firemen's relief fund	48,359.43	01-411-002-530	Contributions-Fire Relief	Expenditure		3	1
51507	10/26/20	WALLA010 WALLACE TOWNSHIP						2297	
20-01293	1	waterview drive residences	4,322.97	01-400-000-464	Wallace Twp. Tax Agreement	Expenditure		1	1
51508	11/05/20	MONKEYFI MONKEY FISH TOYS						2299	
20-01299	1	halloween treat bags	700.00	01-454-001-201	Park & Rec Special Events	Expenditure		1	1
51509	11/16/20	21ST 21st CENTURY MEDIA PHILLY						2307	
20-01311	1	zhb public hearing	293.82	01-400-000-341	Advertising	Expenditure		2	1
20-01311	2	notice - meeting location	166.91	01-400-000-341	Advertising	Expenditure		3	1
20-01311	3	notice - special meeting	107.34	01-400-000-341	Advertising	Expenditure		4	1
			568.07						
51510	11/16/20	ADVANO20 ADVANTAGE INDUSTRIAL SUPPLY						2307	
20-01317	1	pw - toilet tissue	225.20	01-438-000-200	Supplies	Expenditure		10	1
51511	11/16/20	AMERIO30 AICPA						2307	
20-01315	1	twp-audit & accounting guide	135.36	01-401-000-200	Supplies	Expenditure		8	1
51512	11/16/20	AQUAP010 AQUA PA						2307	
20-01318	1	ff	91.41	01-454-003-360	Utilities	Expenditure		11	1
20-01318	2	upland	103.72	01-454-005-360	Utilities	Expenditure		12	1

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07:29 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
51512	AQUA PA	Continued							
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20-01318	4	twp	128.64	01-409-003-360 Utilities	Expenditure		14		1
20-01318	5	twp	96.16	01-409-003-360 Utilities	Expenditure		15		1
20-01318	6	hp	197.06	01-409-003-360 Utilities	Expenditure		16		1
			<u>790.03</u>						
51513	11/16/20	ARROC010 ARRO CONSULTING, INC.					2307		
20-01316	1	project 17000.00 consulting	392.00	01-408-000-313 Non Reimbursable	Expenditure		9		1
51514	11/16/20	ATTMOBIL AT & T MOBILITY					2307		
20-01319	1	pd - cell phones	401.22	01-410-000-320 Telephone	Expenditure		17		1
20-01319	2	admin - cell	60.08	01-400-000-320 Telephone	Expenditure		18		1
20-01319	3	admin - ipad	12.74	01-401-000-322 Ipad Expense	Expenditure		19		1
20-01319	4	codes - cell	60.08	01-413-000-320 Telephone	Expenditure		20		1
20-01319	5	codes - ipad	46.97	01-413-000-322 Ipad Expense	Expenditure		21		1
20-01319	6	pw - cell	163.21	01-438-000-320 Telephone	Expenditure		22		1
20-01319	7	pw - ipad	99.68	01-438-000-322 Ipad Expense	Expenditure		23		1
			<u>843.98</u>						
51515	11/16/20	AXONENTE AXON ENTERPRISE, INC					2307		
20-01314	1	pd - tech assurance plan renew	464.00	01-410-000-316 Training/Seminar	Expenditure		7		1
51516	11/16/20	BERKH030 H.A. BERKHEIMER, INC.					2307		
20-01321	1	sys access/tech support	150.00	01-403-000-450 Contracted Services	Expenditure		27		1
20-01321	2	postage	15.00	01-403-000-215 Postage	Expenditure		28		1
20-01321	3	paper	10.80	01-403-000-200 Supplies	Expenditure		29		1
			<u>175.80</u>						
51517	11/16/20	BIGAIRCI BIG AIR CINEMA					2307		
20-01325	1	drive in movie	800.00	01-454-001-201 Park & Rec Special Events	Expenditure		34		1
51518	11/16/20	BIO-ONE BIO-ONE CHESTER COUNTY					2307		
20-01324	1	twp - viral disinfection	1,125.00	01-409-003-450 Contracted Services	Expenditure		32		1

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PO #	Item	Description							
51518	BIO-ONE	CHESTER COUNTY							
	20-01324	2 pd - viral disinfection	900.00	01-410-000-250	Expenditure		33	1	
				Maintenance & Repairs					
			<u>2,025.00</u>						
51519	11/16/20	BRANDSPC BRANDYWINE VALLEY SPCA					2307		
	20-01350	1 spca - strays	337.64	01-422-000-530	Expenditure		91	1	
				Contributions/SPCA					
51520	11/16/20	BRANDYHD BRANDYWINE HARLEY-DAVIDSON					2307		
	20-01323	1 state inspection	46.22	01-410-000-235	Expenditure		31	1	
				Vehicle Maintenance					
51521	11/16/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI					2307		
	20-01320	1 eagleview lot 9/uti	100.00	01-404-000-311	Expenditure		24	1	
				Non Reimbursable Legal					
	20-01320	2 meadow creek ln/sunoco	4,560.00	01-404-000-310	Expenditure		25	1	
				Reimbursable Legal Fees					
	20-01320	3 twp - october general services	1,361.40	01-404-000-311	Expenditure		26	1	
				Non Reimbursable Legal					
			<u>6,021.40</u>						
51522	11/16/20	BURKHOLD BURKHOLDER MFG, INC.					2307		
	20-01322	1 weld-on D ring	64.50	01-438-000-245	Expenditure		30	1	
				Highway Supplies					
51523	11/16/20	CHARLHIG CHARLES A HIGGINS & SONS					2307		
	20-01334	1 traffic light maintenance	755.10	01-434-000-450	Expenditure		52	1	
				Contracted Services					
51524	11/16/20	CHESCODE CHESTER COUNTY TREASURER-CCDES					2307		
	20-01327	1 pd - range use	420.00	01-410-000-316	Expenditure		35	1	
				Training/Seminar					
51525	11/16/20	CINTA010 CINTAS CORPORATION #287					2307		
	20-01329	1 pw - mats	90.66	01-409-001-450	Expenditure		39	1	
				Contracted Services					
	20-01329	2 pw - mats	90.66	01-409-001-450	Expenditure		40	1	
				Contracted Services					
	20-01329	3 pw - mats	90.66	01-409-001-450	Expenditure		41	1	
				Contracted Services					
	20-01329	4 pw - mats	90.66	01-409-001-450	Expenditure		42	1	
				Contracted Services					
			<u>362.64</u>						
51526	11/16/20	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE					2307		
	20-01333	1 pd - tire service	1,875.88	01-410-000-235	Expenditure		51	1	
				Vehicle Maintenance					
51527	11/16/20	COLLIFL COLLIFLOWER, INC					2307		
	20-01330	1 pw - male connectors	26.88	01-438-000-200	Expenditure		43	1	
				Supplies					

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51527	20-01330	COLLIFLOWER, INC 2 pw hwy - unions	32.56	01-438-000-245 Highway Supplies	Expenditure		44	1	
		Continued	<u>59.44</u>						
51528	20-01328	11/16/20 COMCA010 COMCAST upland - internet	447.18	01-454-005-450 Contracted Services	Expenditure		2307 36	1	
	20-01328	2 twp - bundled services	476.61	01-409-003-450 Contracted Services	Expenditure		37	1	
	20-01328	3 pw - internet	308.35	01-409-001-450 Contracted Services	Expenditure		38	1	
			<u>1,232.14</u>						
51529	20-01331	11/16/20 CONWAY01 CONWAY POWER EQUIPMENT, INC. parks - ball bearings, spring	76.08	01-454-001-200 Supplies	Expenditure		2307 45	1	
	20-01331	2 parks - ball bearings, idler	226.68	01-454-001-200 Supplies	Expenditure		46	1	
	20-01331	3 parks - belt, cutter deck	108.16	01-454-001-200 Supplies	Expenditure		47	1	
	20-01331	4 parks - service mower	56.67	01-454-001-200 Supplies	Expenditure		48	1	
	20-01331	5 parks - sealed switch	56.09	01-454-001-200 Supplies	Expenditure		49	1	
			<u>523.68</u>						
51530	20-01332	11/16/20 COUNT010 COUNTRY ESTATE FENCE, INC. larkins - split rail	113.50	01-454-004-200 Supplies-Larkins	Expenditure		2307 50	1	
51531	20-01335	11/16/20 CRYST010 CRYSTAL SPRINGS pw - kitchen supplies	77.12	01-438-000-200 Supplies	Expenditure		2307 53	1	
51532	20-01336	11/16/20 DAILY102 THE DAILY LOCAL 26 week renewal	413.20	01-401-000-420 Dues/Subscriptions/Mem	Expenditure		2307 54	1	
51533	20-01338	11/16/20 DELAW030 DELAWARE VALLEY HEALTH TRUST admin	5,720.26	01-401-000-156 Employee Benefit Expens	Expenditure		2307 56	1	
	20-01338	2 pd	26,288.77	01-410-000-156 Employee Benefit Expense	Expenditure		57	1	
	20-01338	3 codes	6,218.33	01-413-000-156 Employee Benefit Expens	Expenditure		58	1	
	20-01338	4 pw	9,767.46	01-438-000-156 Employee Benefit Expense	Expenditure		59	1	
	20-01338	5 pw - facilities	3,403.08	01-438-001-156 Employee Benefit Expense	Expenditure		60	1	
			<u>51,397.90</u>						

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51534	11/16/20	DIGITALL DIGITAL-ALLY					2307
20-01337	1	pd - chest camera	633.75	01-410-000-260 Small Tools & Equipment	Expenditure		55 1
51535	11/16/20	DOWNSENI DOWNINGTOWN AREA SENIOR CENTER					2307
20-01313	1	2020 contribution	2,000.00	01-422-000-601 Contributions - DARC	Expenditure		6 1
51536	11/16/20	EAGLHARD EAGLE HARDWARE					2307
20-01339	1	pw - nipple	3.49	01-438-000-200 Supplies	Expenditure		61 1
20-01339	2	pd - bolts	23.16	01-410-000-260 Small Tools & Equipment	Expenditure		62 1
20-01339	3	pw - acetone	21.99	01-438-000-200 Supplies	Expenditure		63 1
20-01339	4	pw - adapter, bushing	11.48	01-438-000-200 Supplies	Expenditure		64 1
20-01339	5	pw - coupling, pipe	12.92	01-438-000-245 Highway Supplies	Expenditure		65 1
20-01339	6	pw - cement, cutter	19.98	01-438-000-200 Supplies	Expenditure		66 1
20-01339	7	pw - hardware	5.64	01-438-000-200 Supplies	Expenditure		67 1
20-01339	8	hp - bulb	22.78	01-454-002-200 Supplies-Hickory	Expenditure		68 1
20-01339	9	pw - scrubber	3.29	01-438-000-200 Supplies	Expenditure		69 1
20-01339	10	pw - number set	3.29	01-438-000-200 Supplies	Expenditure		70 1
20-01339	11	pw - quick green seed	28.99	01-438-000-200 Supplies	Expenditure		71 1
			<u>157.01</u>				
51537	11/16/20	FISHE010 FISHER & SON COMPANY, INC.					2307
20-01341	1	hp - turf blue	269.00	01-454-002-200 Supplies-Hickory	Expenditure		73 1
51538	11/16/20	FRAME010 FRAME POWER EQUIPMENT					2307
20-01340	1	pw - hexagon nut	4.92	01-438-000-245 Highway Supplies	Expenditure		72 1
51539	11/16/20	GENER010 GENERAL CODE					2307
20-01344	1	code analysis/composition	4,017.89	01-413-000-450 Contra Svs-MAGNET	Expenditure		78 1
51540	11/16/20	GILMO020 GILMORE & ASSOCIATES, INC					2307
20-01342	1	eagleview lot 9/frontage ld	250.00	01-414-001-367 General Planning	Expenditure		74 1
20-01342	2	eagleview lot 9/frontage ld	1,262.50	01-408-000-310 Reimbursable Engineer	Expenditure		75 1
20-01342	3	270-290 park road	154.17	01-408-000-310 Reimbursable Engineer	Expenditure		76 1

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51540	GILMORE & ASSOCIATES, INC	Continued						
20-01346	1	october general services	2,270.25	01-408-000-313 Non Reimbursable	Expenditure		80	1
20-01346	2	pa pipeline project	1,243.75	01-408-000-310 Reimbursable Engineer	Expenditure		81	1
20-01346	3	eagleview lot 9/frontage 1d	561.25	01-408-000-313 Non Reimbursable	Expenditure		82	1
20-01346	4	waterview road - geologic	2,972.00	01-408-000-313 Non Reimbursable	Expenditure		83	1
20-01346	5	beebe residence - krapf	408.75	01-408-000-313 Non Reimbursable	Expenditure		84	1
20-01346	6	niemiec residence - hemlock	240.00	01-408-000-313 Non Reimbursable	Expenditure		85	1
			<u>9,362.67</u>					
51541	11/16/20	GLASG010 GLASGOW, INC.					2307	
20-01345	1	pw - 2 tons	104.00	01-438-000-200 Supplies	Expenditure		79	1
51542	11/16/20	GLOCK010 GLOCK PROFESSIONAL, INC.					2307	
20-01343	1	pd - armorer's course	400.00	01-410-000-316 Training/Seminar	Expenditure		77	1
51543	11/16/20	HATHO010 H.A. THOMSON					2307	
20-01348	1	renewal; treasurers bond	2,486.00	01-400-000-350 Insurance-Bonding	Expenditure		89	1
51544	11/16/20	HAWEI010 H.A. WEIGAND, INC.					2307	
20-01349	1	signs - bolts & washers	548.65	01-433-000-200 Supplies	Expenditure		90	1
51545	11/16/20	HELPNOW HELP-NOW,LLC					2307	
20-01347	1	september - service tickets	71.25	01-407-000-450 Contracted Services	Expenditure		86	1
20-01347	2	guardian workstations monthly	2,721.63	01-407-000-450 Contracted Services	Expenditure		87	1
20-01347	3	guardian workstations monthly	1,299.80	01-407-000-450 Contracted Services	Expenditure		88	1
			<u>4,092.68</u>					
51546	11/16/20	HENER010 HENRIETTA HANKIN LIBRARY					2307	
20-01312	1	2020 contribution	5,000.00	01-456-000-530 Contributions	Expenditure		5	1
51547	11/16/20	INKS0010 INK'S DISPOSAL SERVICE, INC.					2307	
20-01352	1	pw - pumped septic tank	220.00	01-409-001-450 Contracted Services	Expenditure		93	1
51548	11/16/20	INTER010 INTERCON TRUCK EQUIPMENT					2307	
20-01353	1	pw hwy-rubber,brackets,nozzle	210.46	01-438-000-245 Highway Supplies	Expenditure		94	1

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51549	11/16/20	IRONM010 IRON MOUNTAIN					2307
20-01351	1	twp - storage service	93.71	01-401-000-450 Contracted Services	Expenditure		92 1
51550	11/16/20	JONESSTE STEVEN R. JONES					2307
20-01354	1	jan - aug services	33.62	01-410-000-158 Medical Expense Reimbursements	Expenditure		95 1
51551	11/16/20	KEENC010 KEEN COMPRESSED GAS COMPANY					2307
20-01355	1	pw - cylinder rentals	21.81	01-438-000-450 Contracted Services	Expenditure		96 1
51552	11/16/20	KIMBALLW KIMBALL MIDWEST					2307
20-01356	1	pw - drill bit, tape, hook	368.45	01-438-000-200 Supplies	Expenditure		97 1
51553	11/16/20	LAWSO010 LAWSON PRODUCTS, INC.					2307
20-01395	1	plastic primary wire	559.07	01-438-000-200 Supplies	Expenditure		174 1
20-01395	2	pw - hardflex	256.35	01-438-000-200 Supplies	Expenditure		175 1
			<u>815.42</u>				
51554	11/16/20	LEVEN010 LEVENGOOD SEPTIC SERVICE					2307
20-01358	1	hp - pumped holding tank	285.00	01-454-002-450 Contracted Services	Expenditure		101 1
20-01358	2	hp - pumped holding tank	1,575.00	01-454-002-450 Contracted Services	Expenditure		102 1
			<u>1,860.00</u>				
51555	11/16/20	LLOYD020 RHYS LLOYD					2307
20-01359	1	ucc cert renewal - reimburse	104.87	01-413-000-316 Training/Seminar	Expenditure		103 1
51556	11/16/20	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.					2307
20-01357	1	pw - connector	0.90	01-438-000-200 Supplies	Expenditure		98 1
20-01357	2	pw - spray paint	4.99	01-438-000-200 Supplies	Expenditure		99 1
20-01357	3	pq - ends	16.56	01-438-000-200 Supplies	Expenditure		100 1
			<u>22.45</u>				
51557	11/16/20	MAINL010 MAIN LINE CONCRETE & SUPPLY IN					2307
20-01361	1	hp - sandbar volleyball pit	335.00	01-454-002-200 Supplies-Hickory	Expenditure		106 1
51558	11/16/20	MARSH020 MARSH CREEK SIGNS					2307
20-01360	1	gator letting - pipeline grant	435.00	01-410-000-200 Supplies	Expenditure		104 1

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51558	MARSH CREEK SIGNS	Continued						
20-01360	2	pw - lettering truck #1	230.00	01-438-000-200 Supplies	Expenditure		105	1
			<u>665.00</u>					
51559	11/16/20	MGL00010 MGL PRINTING SOLUTIONS					2307	
20-01362	1	twp - envelopes	274.50	01-401-000-200 Supplies	Expenditure		107	1
51560	11/16/20	NAPA0010 NAPA					2307	
20-01366	1	codes - refund	66.00-	01-413-000-235 Vehicle Maintenance	Expenditure		111	1
20-01366	2	codes - refund	150.99-	01-413-000-235 Vehicle Maintenance	Expenditure		112	1
20-01366	3	pd - refund	18.00-	01-410-000-235 Vehicle Maintenance	Expenditure		113	1
20-01366	4	pw - refund	43.29-	01-438-000-200 Supplies	Expenditure		114	1
20-01366	5	pd - wiper	37.98	01-410-000-235 Vehicle Maintenance	Expenditure		115	1
20-01366	6	pd - rotors, disc pads	461.40	01-410-000-235 Vehicle Maintenance	Expenditure		116	1
20-01366	7	pd - bal bead	102.12	01-410-000-235 Vehicle Maintenance	Expenditure		117	1
20-01366	8	pw - micro tap-a-ci	51.96	01-438-000-200 Supplies	Expenditure		118	1
20-01366	9	pw - micro tap-a-ci	51.69	01-438-000-200 Supplies	Expenditure		119	1
20-01366	10	pd - micro-v,belt,filters	60.50	01-410-000-235 Vehicle Maintenance	Expenditure		120	1
20-01366	11	pw - circuit breaker	44.34	01-438-000-235 Vehicle Maintenance	Expenditure		121	1
20-01366	12	parks - oil filter	21.69	01-454-001-200 Supplies	Expenditure		122	1
20-01366	13	pw - connect, ring	19.43	01-438-000-200 Supplies	Expenditure		123	1
20-01366	14	parks - flx/pipe	43.04	01-454-001-200 Supplies	Expenditure		124	1
20-01366	15	parks - reman/sg	748.99	01-454-001-200 Supplies	Expenditure		125	1
20-01366	16	pw - circuit tester	29.44	01-438-000-260 Small Tools & Equipment	Expenditure		126	1
20-01366	17	pw - pitman arm pull	35.05	01-438-000-260 Small Tools & Equipment	Expenditure		127	1
20-01366	18	pw - connect	89.10	01-438-000-260 Small Tools & Equipment	Expenditure		128	1
20-01366	19	pw - hose	18.52	01-438-000-235 Vehicle Maintenance	Expenditure		129	1
20-01366	20	pw - gal psf	26.43	01-438-000-200 Supplies	Expenditure		130	1

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51560	NAPA	Continued							
20-01366	21	pw - bat tool	323.80	01-438-000-200	Expenditure		131	1	
			<u>1,887.20</u>	Supplies					
51561	11/16/20	NEWHO010 NEW HOLLAND AUTO GROUP					2307		
20-01365	1	pd - sensors	98.18	01-410-000-235	Expenditure		110	1	
				Vehicle Maintenance					
51562	11/16/20	NORTH040 NORTHERN SAFETY & INDUSTRIAL					2307		
20-01363	1	pw - eyewash	27.67	01-438-000-200	Expenditure		108	1	
				Supplies					
51563	11/16/20	OROUR010 O'ROURKE & SONS, INC					2307		
20-01364	1	pw - truck 1 repair	79.00	01-438-000-200	Expenditure		109	1	
				Supplies					
51564	11/16/20	PECO0010 PECO ENERGY					2307		
20-01367	1	upland	90.14	01-454-005-360	Expenditure		132	1	
				Utilities					
20-01367	2	township	2,074.85	01-409-003-360	Expenditure		133	1	
				Utilities					
20-01367	3	township	183.52	01-409-003-360	Expenditure		134	1	
				Utilities					
20-01367	4	ff - field lighting	2,736.97	01-454-003-360	Expenditure		135	1	
				Utilities					
20-01367	5	ff	168.90	01-454-003-360	Expenditure		136	1	
				Utilities					
20-01367	6	pw	1,284.40	01-409-001-360	Expenditure		137	1	
				Utilities					
20-01367	7	township	441.64	01-409-003-360	Expenditure		138	1	
				Utilities					
20-01367	8	milford	72.77	01-409-004-360	Expenditure		139	1	
				Utilities					
20-01367	9	hp	133.79	01-454-002-360	Expenditure		140	1	
			<u>7,186.98</u>	Utilities					
51565	11/16/20	PIPEL020 PIPE LINE PLASTICS, INC					2307		
20-01369	1	pw - pvc	70.90	01-438-000-245	Expenditure		142	1	
				Highway Supplies					
20-01369	2	pw - pvc	18.91	01-438-000-245	Expenditure		143	1	
			<u>89.81</u>	Highway Supplies					
51566	11/16/20	PLAST010 PLASTERER EQUIPMENT CO., INC.					2307		
20-01370	1	pw - wheel, tire valve	1,082.22	01-438-000-200	Expenditure		144	1	
				Supplies					
51567	11/16/20	POSITCON POSITIVE CONCEPTS					2307		
20-01368	1	pd - thermal	183.20	01-410-000-200	Expenditure		141	1	
				Supplies					

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51568	11/16/20	RAM-T010 RAM-T CORPORATION					2307
20-01372	1	pw - wetland bag	59.00	01-438-000-200 Supplies	Expenditure		146 1
51569	11/16/20	RLSSUPPL RLS SUPPLIES					2307
20-01371	1	pw - urinal screen	181.12	01-438-000-200 Supplies	Expenditure		145 1
51570	11/16/20	ROBLITTL ROBERT E. LITTLE, INC.					2307
20-01373	1	pw hwy - handle, throttle	99.48	01-438-000-245 Highway Supplies	Expenditure		147 1
20-01373	2	parks - water pump, gaskets	162.52	01-454-001-200 Supplies	Expenditure		148 1
			<u>262.00</u>				
51571	11/16/20	SAFETYKL SAFETY-KLEEN SYSTEMS, INC.					2307
20-01380	1	pd - vacuum service	599.26	01-410-000-250 Maintenance & Repairs	Expenditure		156 1
51572	11/16/20	SIRSP010 SIR SPEEDY					2307
20-01377	1	codes - name plate	42.00	01-413-000-200 Supplies	Expenditure		152 1
51573	11/16/20	SMALE010 SMALE'S PRINTERY					2307
20-01378	1	codes - vilocation forms	150.00	01-413-000-200 Supplies	Expenditure		153 1
51574	11/16/20	STAPLADV STAPLES ADVANTAGE					2307
20-01379	1	pw - kitchen supplies	79.81	01-438-000-200 Supplies	Expenditure		154 1
20-01379	2	twp - office/kitchen supplies	270.40	01-401-000-200 Supplies	Expenditure		155 1
			<u>350.21</u>				
51575	11/16/20	STAPLCRP STAPLES CREDIT PLAN					2307
20-01376	1	pd - office supplies	281.92	01-410-000-200 Supplies	Expenditure		151 1
51576	11/16/20	STRATIX STRATIX SYSTEMS					2307
20-01375	1	quarterly contract	211.00	01-401-000-450 Contracted Services	Expenditure		149 1
20-01375	2	color copies	372.83	01-401-000-200 Supplies	Expenditure		150 1
			<u>583.83</u>				
51577	11/16/20	SUNBE020 SUNBELT RENTALS					2307
20-01394	1	twp - post hold auger	103.63	01-409-003-250 Maintenance & Repairs	Expenditure		173 1
51578	11/16/20	TONYSCH TONY SCHEIVERT					2307
20-01310	1	cell phone reimbursement	100.00	01-400-000-341 Advertising	Expenditure		1 1

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PO #	Item	Description							
51579	11/16/20	TPTRA010 T. P. TRAILERS					2307		
20-01381	1	parks - door inspection steel	240.31	01-454-001-200 Supplies	Expenditure		157		1
51580	11/16/20	TRAISR TRAISR BY MCMAHON					2307		
20-01382	1	traistr - september services	3,018.55	01-407-000-220 Software	Expenditure		158		1
51581	11/16/20	USMUN020 US MUNICIPAL SUPPLY CO.					2307		
20-01385	1	hwy - filters	229.23	01-438-000-245 Highway Supplies	Expenditure		162		1
20-01396	1	pw - valve solenoid shut off	1,056.94	01-438-000-200 Supplies	Expenditure		176		1
			<u>1,286.17</u>						
51582	11/16/20	UWCHL010 UWCHLAN AMBULANCE CORPS					2307		
20-01387	1	pd - legal blood draw	175.00	01-410-000-450 Contracted Services	Expenditure		164		1
51583	11/16/20	VERIZ010 VERIZON					2307		
20-01383	1	milford - internet	583.00	01-409-004-320 Telephone	Expenditure		159		1
20-01383	2	pw bldg	304.88	01-409-001-320 Telephone	Expenditure		160		1
			<u>887.88</u>						
51584	11/16/20	VERIZFIO VERIZON					2307		
20-01384	1	ff - internet	124.99	01-454-003-320 Telephone	Expenditure		161		1
51585	11/16/20	VERIZOSP VERIZON - SPECIAL PROJECTS					2307		
20-01386	1	november conduit occupancy	217.14	01-434-000-450 Contracted Services	Expenditure		163		1
51586	11/16/20	WESTB010 WEST BRADFORD TOWNSHIP					2307		
20-01390	1	pw - sodium chloride bid	39.17	01-438-000-341 Advertisting	Expenditure		168		1
51587	11/16/20	WESTV010 WEST VINCENT TOWNSHIP					2307		
20-01389	1	shared fire co workers comp	6,136.00	01-411-000-354 Insurance - Workers Com	Expenditure		167		1
51588	11/16/20	WIGGISHR WIGGINS SHREDDING					2307		
20-01392	1	pd - bins for shredding	80.00	01-410-000-200 Supplies	Expenditure		171		1
51589	11/16/20	WITME010 WITMER PUBLIC SAFETY GROUP, INC					2307		
20-01388	1	pw - charger and flashlight	184.98	01-438-000-200 Supplies	Expenditure		165		1
20-01388	2	pd - cartridges	1,068.31	01-410-000-316 Training/Seminar	Expenditure		166		1
20-01391	1	pd - return - jacket	129.99-	01-410-000-238 Clothing/Uniforms	Expenditure		169		1

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Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #		Item Description							Acct
51589		WITMER PUBLIC SAFETY GROUP, INC Continued							
20-01391		2 pd - flares with stand	475.17	01-410-000-260	Expenditure			170	1
				Small Tools & Equipment					
			1,598.47						
51590	11/16/20	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC						2307	
20-01393		1 pw - cleaning product	261.09	01-438-000-200	Expenditure			172	1
				Supplies					

Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	89	0	331,865.88	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	89	0	331,865.88	0.00

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 946 to 950
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
946	11/24/20	AQUAP010 AQUA PA	6,283.98	2302
947	11/09/20	BANKAMER BANK OF AMERICA	5,616.00	2303
948	11/10/20	LOWES020 LOWES BUSINESS ACCOUNT	895.73	2304
949	11/06/20	STANDINS STANDARD INSURANCE COMPANY	2,686.38	2305
950	11/05/20	WEXBANK WEX BANK	5,294.00	2306

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	20,776.09	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	20,776.09	0.00

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 946 to 950
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
946	11/24/20	AQUAP010 AQUA PA					2302
20-01305	1	217 hydrants	5,611.62	01-411-000-451	Expenditure		1 1
				Hydrant expenses-Aqua			
20-01305	2	26 hydrants	672.36	01-411-000-451	Expenditure		2 1
				Hydrant expenses-Aqua			
			<u>6,283.98</u>				
947	11/09/20	BANKAMER BANK OF AMERICA					2303
20-01306	1	pd - safelite	741.97	01-410-000-235	Expenditure		1 1
				Vehicle Maintenance			
20-01306	2	pd - amazon	52.99	01-410-000-250	Expenditure		2 1
				Maintenance & Repairs			
20-01306	3	pd - amazon prime	13.77	01-401-000-420	Expenditure		3 1
				Dues/Subscriptions/Mem			
20-01306	4	pd - amazon - atv	105.99	01-410-000-200	Expenditure		4 1
				Supplies			
20-01306	5	twp - microsoft	500.00	01-407-000-450	Expenditure		5 1
				Contracted Services			
20-01306	6	twp - microsoft	232.00	01-407-000-450	Expenditure		6 1
				Contracted Services			
20-01306	7	twp - psats	99.00	01-410-000-316	Expenditure		7 1
				Training/Seminar			
20-01306	8	pd - food & health	33.95	01-410-000-200	Expenditure		8 1
				Supplies			
20-01306	9	twp - independent graphics	1,139.97	01-401-000-215	Expenditure		9 1
				Postage			
20-01306	10	twp - amazon	21.49	01-401-000-200	Expenditure		10 1
				Supplies			
20-01306	11	pw - amazon	15.88	01-438-000-200	Expenditure		11 1
				Supplies			
20-01306	12	pw - amerigas	16.99	01-438-000-230	Expenditure		12 1
				Gasoline & Oil			
20-01306	13	hp - ak athletic equipment	1,420.00	01-454-002-200	Expenditure		13 1
				Supplies-Hickory			
20-01306	14	twp - iccc	199.00	01-401-000-316	Expenditure		14 1
				Training & Seminars			
20-01306	15	twp - esri	489.00	01-407-000-220	Expenditure		15 1
				Software			
20-01306	16	park & rec - swank motion	435.00	01-454-001-201	Expenditure		16 1
				Park & Rec Special Events			
20-01306	17	twp - psats	99.00	01-401-000-316	Expenditure		17 1
				Training & Seminars			
			<u>5,616.00</u>				
948	11/10/20	LOWES020 LOWES BUSINESS ACCOUNT					2304
20-01307	1	pw	195.21	01-438-000-200	Expenditure		1 1
				Supplies			
20-01307	2	pw	18.00	01-438-000-200	Expenditure		2 1
				Supplies			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
948	20-01307	LOWES BUSINESS ACCOUNT		Continued			
	3	pw	132.96	01-438-000-200 Supplies	Expenditure		3 1
	4	pw	13.52	01-438-000-200 Supplies	Expenditure		4 1
	5	pw	169.72	01-438-000-200 Supplies	Expenditure		5 1
	6	pw	303.48	01-438-000-200 Supplies	Expenditure		6 1
	7	pw	54.33	01-438-000-200 Supplies	Expenditure		7 1
	8	pw	4.88	01-438-000-200 Supplies	Expenditure		8 1
	9	pw	3.63	01-438-000-200 Supplies	Expenditure		9 1
			<u>895.73</u>				
949	11/06/20	STANDINS STANDARD INSURANCE COMPANY					2305
	20-01308	1 admin	487.22	01-401-000-156 Employee Benefit Expens	Expenditure		1 1
	20-01308	2 pd	1,451.51	01-410-000-156 Employee Benefit Expense	Expenditure		2 1
	20-01308	3 codes	80.07	01-413-000-156 Employee Benefit Expens	Expenditure		3 1
	20-01308	4 pw	459.25	01-438-000-156 Employee Benefit Expense	Expenditure		4 1
	20-01308	5 pw - facilities	208.33	01-438-001-156 Employee Benefit Expense	Expenditure		5 1
			<u>2,686.38</u>				
950	11/05/20	WEXBANK WEX BANK					2306
	20-01309	1 admin	73.13	01-401-000-230 Gasoline & Oil	Expenditure		1 1
	20-01309	2 pd	2,387.51	01-410-000-230 Gasoline & Oil	Expenditure		2 1
	20-01309	3 codes	182.82	01-413-000-230 Gasoline & Oil	Expenditure		3 1
	20-01309	4 pw	978.25	01-438-000-230 Gasoline & Oil	Expenditure		4 1
	20-01309	5 pw - facilities	1,672.29	01-438-000-230 Gasoline & Oil	Expenditure		5 1
			<u>5,294.00</u>				
Report Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>	
	Checks:	5	0	20,776.09		0.00	
	Direct Deposit:	0	0	0.00		0.00	
	Total:	5	0	20,776.09		0.00	

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 771 to 771
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
771	11/15/20	AFLAC010 AFLAC	719.84	2301
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	1	0	719.84
	Direct Deposit:	0	0	0.00
	Total:	1	0	719.84

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Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 771 to 771
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
771	11/15/20	AFLAC010 AFLAC	719.84		2301
Report Totals					
	Checks:	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		1	0	719.84	0.00
	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
	Total:	<u>1</u>	<u>0</u>	<u>719.84</u>	<u>0.00</u>

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Range of Checking Accts: PAYROLL to PAYROLL Range of Check Ids: 1031 to 1031
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
1031	10/19/20	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO	5,720.00	10/31/20	2293
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	5,720.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	5,720.00	0.00

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Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 655 to 655
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
655	11/16/20	DIROCCO DIROCCO BROS, INC	28,217.30		2309
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	28,217.30	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	28,217.30	0.00

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Check Payment Batch Verification Listing

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Batch Id: @LHAINES Batch Type: C Batch Date: 11/16/20 Checking Account: LIQUID FUELS 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					
	11/16/20		DIROCCO DIROCCO BROS, INC		509 MAPLE AVENUE					
20-01397	11/16/20	1	resurfacing - 2020 final	28,217.30	04-439-001-250		Expenditure	Aprv	1	1
				<u>28,217.30</u>	Resurfacing					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	1	1	28,217.30

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: SOLID WASTE to SOLID WASTE Range of Check Ids: 10441 to 10445
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
10441	11/16/20	ADVANDIS ADVANCED DISPOSAL	36,427.62	2310
10442	11/16/20	AJBLO010 A.J. BLOSENSKI	15,148.32	2310
10443	11/16/20	CCSWA010 CCSWA	20,102.51	2310
10444	11/16/20	CHEST070 CHESTER COUNTY HEALTH DEPARTME	2,062.03	2310
10445	11/16/20	TOTALREC TOTAL RECYCLE	2,414.58	2310

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	76,155.06	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	76,155.06	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: 11/16/20 Checking Account: SOLID WASTE 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					
20-01399	11/16/20	ADVANDIS ADVANCED DISPOSAL		PO BOX 74008047					
	11/16/20	1 october collection services	36,189.60	05-427-000-450	Expenditure	Aprv	2	1	
				Contracted Services					
20-01399	11/16/20	2 freon collections	210.48	05-427-000-450	Expenditure	Aprv	3	1	
				Contracted Services					
20-01399	11/16/20	3 freon collections	27.54	05-427-000-450	Expenditure	Aprv	4	1	
				Contracted Services					
			<u>36,427.62</u>						
20-01402	11/16/20	AJBLO010 A.J. BLOSENSKI		P.O. BOX 392					
	11/16/20	1 november recycling collection	15,148.32	05-427-000-460	Expenditure	Aprv	10	1	
				Contracted Services - Recycling					
			<u>15,148.32</u>						
20-01400	11/16/20	CCSWA010 CCSWA		P. O. BOX 476					
	11/16/20	1 10/9-10/14	4,912.06	05-427-000-700	Expenditure	Aprv	5	1	
				Tipping Fees					
20-01400	11/16/20	2 10/16-10/21	6,209.43	05-427-000-700	Expenditure	Aprv	6	1	
				Tipping Fees					
20-01400	11/16/20	3 10/23-10/30	3,729.35	05-427-000-700	Expenditure	Aprv	7	1	
				Tipping Fees					
20-01400	11/16/20	4 11/2-11/6	5,251.67	05-427-000-700	Expenditure	Aprv	8	1	
				Tipping Fees					
			<u>20,102.51</u>						
20-01398	11/16/20	CHEST070 CHESTER COUNTY HEALTH DEPARTME		ATTN: TERESA PLEDGER					
	11/16/20	1 recycling disposal - hhhw	2,062.03	05-427-000-800	Expenditure	Aprv	1	1	
				Recycling Disposal					
			<u>2,062.03</u>						
20-01401	11/16/20	TOTALREC TOTAL RECYCLE		PO BOX 7250					
	11/16/20	1 october services	2,414.58	05-427-000-725	Expenditure	Aprv	9	1	
				Tipping Fees - Recycling					
			<u>2,414.58</u>						

Checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	5	10	76,155.06

There are NO errors or warnings in this listing.

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Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1293 to 1295
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
1293	11/16/20	EJUSA EJ USA, INC.	421.68	2311
1294	11/16/20	GILMO020 GILMORE & ASSOCIATES, INC	5,576.06	2311
1295	11/16/20	USMUN020 US MUNICIPAL SUPPLY CO.	205.00	2311

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	6,202.74	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>3</u>	<u>0</u>	<u>6,202.74</u>	<u>0.00</u>

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Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 11/16/20 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					
20-01405	11/16/20	EJUSA	EJ USA, INC.	421.68	PO BOX 644873	08-446-000-200	Expenditure	Aprv	3	1
		1	riser rings	421.68	Supplies					
20-01404	11/16/20	GILMO020	GILMORE & ASSOCIATES, INC	5,576.06	65 E. BULTER AVENUE, SUITE 100	08-420-000-035	Expenditure	Aprv	2	1
		1	ms4 permit - october	5,576.06	Permits					
20-01403	11/16/20	USMUN020	US MUNICIPAL SUPPLY CO.	205.00	P.O. BOX 574	08-446-000-200	Expenditure	Aprv	1	1
		1	broom gutter	205.00	Supplies					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	3	3	6,202.74

There are NO errors or warnings in this listing.

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Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 526 to 530
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
526	11/16/20	ARROC010 ARRO CONSULTING, INC.	19,528.27	2308
527	11/16/20	BRANDWIN BRANDYWINE CONSERVANCY	200.00	2308
528	11/16/20	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	840.00	2308
529	11/16/20	GILMO020 GILMORE & ASSOCIATES, INC	34,258.64	2308
530	11/16/20	STUBB010 STUBBE CONSULTING LLC	240.00	2308

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	55,066.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	55,066.91	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: 11/16/20 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				
11/16/20 ARROC010 ARRO CONSULTING, INC.									
20-01303	11/16/20	1 Crossings	1,061.00	108 WEST AIRPORT ROAD	248-033	Project	Aprv	7	1
				Chester Springs Crossing					
20-01303	11/16/20	2 5-C Commercial	348.50	248-028	Project	Aprv		8	1
				COMMERCIAL 5-C					
20-01303	11/16/20	3 Villages 5-C	671.00	248-019	Project	Aprv		9	1
				The Village at Byers Station					
20-01303	11/16/20	4 Preserve	16,987.82	248-1-035	Project	Aprv		10	1
				THE PRESERVE @ MARSH CREEK CON					
20-01303	11/16/20	5 uppatinas	37.75	248-009	Project	Aprv		11	1
				Open Community Corp					
20-01303	11/16/20	6 Escrow Uppatinas	255.75	248-009	Project	Aprv		12	1
				Open Community Corp					
20-01303	11/16/20	7 Escrow Preserve	166.45	248-035	Project	Aprv		13	1
				THE PRESERVE @ MARSH CREEK SEW					
			19,528.27						
11/16/20 BRANDWIN BRANDYWINE CONSERVANCY									
20-01326	11/16/20	1 Townes	200.00	248-021	Project	Aprv		14	1
				The Townes at Chester Springs					
			200.00						
11/16/20 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI									
20-01301	11/16/20	1 profound Tech	60.00	118 W. MARKET STREET	248-030	Project	Aprv	1	1
				PROFOUND TECHNOLOGIES					
20-01301	11/16/20	2 Villages	780.00	248-030	Project	Aprv		2	1
				PROFOUND TECHNOLOGIES					
			840.00						
11/16/20 GILMO020 GILMORE & ASSOCIATES, INC									
20-01374	11/16/20	1 Villages 5-C	4,383.59	65 E. BULTER AVENUE, SUITE 100	248-019	Project	Aprv	15	1
				The Village at Byers Station					
20-01374	11/16/20	2 Marsh Lea	159.47	248-012	Project	Aprv		16	1
				Marsh Lea					
20-01374	11/16/20	3 Crossings	2,492.58	248-033	Project	Aprv		17	1
				Chester Springs Crossing					
20-01374	11/16/20	4 Frame RAC	168.75	248-001	Project	Aprv		18	1
				RAC/Frame Tract					
20-01374	11/16/20	5 Starbucks	67.50	248-034	Project	Aprv		19	1
				STARBUCKS @ EAGLEPOINTE VILLAG					
20-01374	11/16/20	6 Windsor Baptist	71.10	248-031	Project	Aprv		20	1
				WINDSOR BAPTIST CHURCH					
20-01374	11/16/20	7 Profound Tech	242.56	248-030	Project	Aprv		21	1
				PROFOUND TECHNOLOGIES					
20-01374	11/16/20	8 Townes	3,171.06	248-021	Project	Aprv		22	1
				The Townes at Chester Springs					
20-01374	11/16/20	9 Preserve	23,502.03	248-1-035	Project	Aprv		23	1
				THE PRESERVE @ MARSH CREEK CON					
			34,258.64						

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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				
	11/16/20	STUBB010	STUBBE CONSULTING LLC		1438 SHANER DRIVE					
20-01302	11/16/20	1	Villages 5-C	60.00	248-019	The Village at Byers Station	Project	Aprv	3	1
20-01302	11/16/20	2	Vatage Point	60.00	248-017	Vantage Point at Chester Spr	Project	Aprv	4	1
20-01302	11/16/20	3	Starbucks	60.00	248-034	STARBUCKS @ EAGLEPOINTE VILLAG	Project	Aprv	5	1
20-01302	11/16/20	4	Profound Tech	60.00	248-030	PROFOUND TECHNOLOGIES	Project	Aprv	6	1
				240.00						

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	5	23	55,066.91

There are NO errors or warnings in this listing.

Project Description	Project No.	Project Total
RAC/Frame Tract	248-001	168.75
Open Community Corp	248-009	293.50
Marsh Lea	248-012	159.47
Vantage Point at Chester Spr	248-017	60.00
The Village at Byers Station	248-019	5,114.59
The Townes at Chester Springs	248-021	3,371.06
COMMERCIAL 5-C	248-028	348.50
PROFOUND TECHNOLOGIES	248-030	1,142.56
WINDSOR BAPTIST CHURCH	248-031	71.10
Chester Springs Crossing	248-033	3,553.58
STARBUCKS @ EAGLEPOINTE VILLAG	248-034	127.50
THE PRESERVE @ MARSH CREEK SEW	248-035	166.45
THE PRESERVE @ MARSH CREEK CON	248-1-035	40,489.85
Total of All Projects:		<u>55,066.91</u>

G/L Posting Summary

Account	Description	Debits	Credits
40-100-000-100	Cash - Fulton Bank	0.00	55,066.91
40-248-000-001	Due to Developers - Toll Bros.	168.75	0.00
40-248-000-009	Due to Developer's - Open Community Corp	293.50	0.00
40-248-000-012	Due to Developers - Marsh Lea	159.47	0.00
40-248-000-017	Due to Developer - Vantage Pt Retirement	60.00	0.00
40-248-000-019	Due to Developer - Village at Byers	5,114.59	0.00
40-248-000-021	Due to Developers-Townes at Chester Sprg	3,371.06	0.00
40-248-000-028	Commercial 5C	348.50	0.00
40-248-000-030	PROFOUND TECHNOLOGIES	1,142.56	0.00
40-248-000-031	WINDSOR BAPTIST CHURCH	71.10	0.00
40-248-000-033	CHESTER SPRINGS CROSSING	3,553.58	0.00
40-248-000-034	Starbucks @ Eaglepointe Village	127.50	0.00
40-248-000-035	THE PRESERVE @ MARSH CREEK SD	166.45	0.00
40-248-001-035	THE PRESERVE @ MARSH CREEK SEWER	<u>40,489.85</u>	<u>0.00</u>
	Grand Total:	55,066.91	55,066.91

Project Description	Project No.	Project Total
RAC/Frame Tract	248-001	168.75
Open Community Corp	248-009	293.50
Marsh Lea	248-012	159.47
Vantage Point at Chester Spr	248-017	60.00
The Village at Byers Station	248-019	5,114.59
The Townes at Chester Springs	248-021	3,371.06
COMMERCIAL 5-C	248-028	348.50
PROFOUND TECHNOLOGIES	248-030	1,142.56
WINDSOR BAPTIST CHURCH	248-031	71.10
Chester Springs Crossing	248-033	3,553.58
STARBUCKS @ EAGLEPOINTE VILLAG	248-034	127.50
THE PRESERVE @ MARSH CREEK SEW	248-035	166.45
THE PRESERVE @ MARSH CREEK CON	248-1-035	40,489.85
Total of All Projects:		<u>55,066.91</u>

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1874 to 1880
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
1874	10/21/20	THEBRENE THE BRENEMAN COMPANY	32,250.00		2295
1875	11/05/20	BAVERGOR GORDON H. BAVER, INC.	148,293.36		2300
1876	11/16/20	BAVERGOR GORDON H. BAVER, INC.	1,200.00		2312
1877	11/16/20	HAMMEL HAMMEL ASSOCIATES ARCHITECTS	5,092.27		2312
1878	11/16/20	HELPNOW HELP-NOW,LLC	600.00		2312
1879	11/16/20	MCMAH010 MCMAHON ASSOCIATES, INC.	2,173.70		2312
1880	11/16/20	MILLEPTG MILLER PAINTING	11,100.00		2312

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	7	0	200,709.33	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	200,709.33	0.00

November 13, 2020
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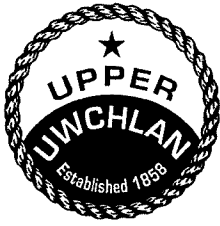
Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1874 to 1880
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
1874	10/21/20	THEBRENE THE BRENNEMAN COMPANY						2295
20-01264	1	tennis court maintenance	10,687.50	30-454-001-600	Expenditure			1 1
					Capital Construction - Hickory			
20-01264	2	tennis court installation	9,662.50	30-454-001-600	Expenditure			2 1
					Capital Construction - Hickory			
20-01264	3	basketball court maintenance	6,785.48	30-454-001-600	Expenditure			3 1
					Capital Construction - Hickory			
20-01264	4	basketball court installation	5,114.52	30-454-001-600	Expenditure			4 1
					Capital Construction - Hickory			
			32,250.00					
1875	11/05/20	BAVERGOR GORDON H. BAVER, INC.						2300
20-01300	1	pay app #15	148,293.36	30-409-002-610	Expenditure			1 1
					Township Building Expansion 2018-2020			
1876	11/16/20	BAVERGOR GORDON H. BAVER, INC.						2312
20-01410	1	brackets for police desks	1,200.00	30-409-002-610	Expenditure			6 1
					Township Building Expansion 2018-2020			
1877	11/16/20	HAMMEL HAMMEL ASSOCIATES ARCHITECTS						2312
20-01409	1	architectural services	5,092.27	30-409-002-610	Expenditure			5 1
					Township Building Expansion 2018-2020			
1878	11/16/20	HELPNOW HELP-NOW,LLC						2312
20-01407	1	site wiring	400.00	30-409-002-610	Expenditure			2 1
					Township Building Expansion 2018-2020			
20-01407	2	site wiring	200.00	30-409-002-610	Expenditure			3 1
					Township Building Expansion 2018-2020			
			600.00					
1879	11/16/20	MCMAH010 MCMAHON ASSOCIATES, INC.						2312
20-01408	1	park road trail - september	2,173.70	30-455-000-651	Expenditure			4 1
					Phase IV - Park Road Trail			
1880	11/16/20	MILLEPTG MILLER PAINTING						2312
20-01406	1	school house paint/repairs	11,100.00	30-409-002-610	Expenditure			1 1
					Township Building Expansion 2018-2020			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	7	0	200,709.33	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	200,709.33	0.00



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Jill Bukata
Township Treasurer

RE: Transfer from General Fund to Capital Fund

DATE: October 16, 2020

During 2019 and 2020, the Capital Fund paid all invoices relating to the Park Road Trail and the Township building expansion and renovation projects. The township earmarked \$3,750,000 for the Township building expansion, with the understanding that the remainder of the costs would be financed with currently available funds. The General Fund has cash in excess of \$6,000,000 currently; the Capital Fund cash will be depleted after the December bond payments and remaining payments to the general contractor and will need an infusion of cash to pay current and future bills.

I am respectfully requesting the Board to authorize transferring \$1,000,000 from the General Fund to the Capital Fund at this time.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: November 16, 2020

Finance has worked on the following items during the month

- Received and processed 69 trash and 438 sewer payments (10/17/20 – 11/12/20)
- Prepared and filed 3Q 2020 payroll tax reports
- Mailed 3Q sewer billings
- Completed work on the 2021 Budget and presented it to the Board at the November workshop

Projects and goals

- Review and consider alternate methods of preparing the annual budget
- Review and revise documentation of Finance Dept. processes

Highlights of the October, 2020 financial statements

- The balance sheet remains strong with cash of over **\$10.3 million** - of that amount **nearly \$3.3 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.
- Combined revenue and expense status (General Fund & Solid Waste Fund):
 - Percentage through the year 83.3%
 - YTD revenues \$7,492,823 92.8%
 - YTD expenses \$5,517,837 78.2%
 - YTD net income \$1,974,986
 - Budgeted 2020 net income \$ 16,164
- Earned income taxes at the end of October was **\$66,000 HIGHER** than at the same time a year ago. With the receipts from Keystone Collections in November (as of 11/12/20) we have exceeded the budgeted revenues for EIT for 2020 by \$36,000. A conservative estimate is that we will exceed budget by at least \$200,000 this year.

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of October 31, 2020

General Fund

Meridian Bank	\$ 5,600,083
Meridian Bank - Payroll	113,388
Meridian Bank MMA - restricted	38,906
Fulton Bank	133,873
Fulton Bank - Turf Field	437,559
Petty cash	300
Total General Fund	6,324,109

Certificate of Deposit - 1/2/21 275,538

Total General Fund \$ 6,599,647

Solid Waste Fund

Meridian Bank - Solid Waste	330,893
Fulton Bank - Solid Waste	592,030
Total Solid Waste Funds	922,923

Total Solid Waste Fund 922,923

Liquid Fuels Fund

Fulton Bank	780,684
	780,684

Total Liquid Fuels Fund 780,684

Capital Projects Fund

Fulton Bank	543,102
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	282,368
	830,580

Total Capital Projects Fund 830,580

Act 209 Impact Fund

Fulton Bank	1,025,972
	1,025,972

Total Act 209 Impact Fund 1,025,972

Water Resource Protection Fund

Fulton Bank	40,216
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Total Water Resource Protection Fund 40,216

Sewer Fund

PSDLAF	84
Fulton Bank	106,833
	106,916

Total Sewer Fund 106,916

Total - Upper Uwchlan Township	\$ 10,306,939
Municipal Authority	\$ 6,429,052
Developer's Escrow Fund	\$ 35,399

Upper Uwchlan Township
Schedule of Investments

As of October 31, 2020

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<u>General Fund</u>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	1/2/2021	2.000%	250,000.00
		21,021.34	Interest accrued			21,021.34
	Accrued interest - YTD	4,517.02				4,517.02
		<u>275,538.36</u>				<u>275,538.36</u>
<u>Sewer Fund - General Obligation Bonds (2014 Bonds)</u>						
Sewer Fund	PSDLAF	2,812,792.62	Collateralized CD Pool		0.100%	2,812,792.62
	Redemptions	(2,812,792.62)				(2,812,792.62)
	PSDLAF	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.59</u>				<u>83.59</u>
<u>Capital Fund</u>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,535,000.00)				(1,535,000.00)
	MAX account (MMF)	40,109.71	MAX account (MMF)	-	0.02%	40,109.71
		<u>5,109.71</u>				<u>5,109.71</u>
	Fulton Bank - 2019 Bond Proceeds Used for projects	5,598,691.66 (5,316,323.47) <u>282,368.19</u>				5,598,691.66 (5,316,323.47) <u>282,368.19</u>
Total Capital Fund		<u>287,477.90</u>				<u>287,477.90</u>

Upper Uwchlan Township
 Accounts Receivable
 As of October 31, 2020

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

	Total Amount Due 10/31/2020	Total Amount Due 9/30/2020	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Aurora Custom Builders	1,076.91	1,076.91				1,076.91	-	1,076.91
Cutler Group							-	-
DSM Biomedical	617.50	-	617.50					617.50
Gunner	3,908.52	-	3,908.52					3,908.52
Hankin	1,522.25		1,522.25				-	1,522.25
Pa Turnpike Commission	148.50	-	148.50					148.50
Montesano	5,248.00	5,248.00				5,248.00	-	5,248.00
Orleans Lennar	-	-					-	-
Struble	879.46	-	879.46			-	-	879.46
Toll Brothers	876.50	5,446.70				876.50	-	876.50
McKee	20,256.36		20,256.36					20,256.36
Balance at October 31, 2020	\$ 34,534.00	\$ 11,771.61	\$ 27,332.59	\$ -	\$ -	\$ 7,201.41	\$ -	\$ 34,534.00

Upper Uwchlan Township
Accounts Receivable
As of October 31, 2020

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

	Amount 10/31/2020	Amount 9/30/2020	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Pension plan audits - Barbacane	1,000.00	1,000.00	1,000.00	-	-			1,000.00
Pension plan audits - TD Ameritrade	-	7,400.00	-					-
Chester County cell tower rent	-	6,000.00	-	-	-	-	-	-
PURTA	-	5,674.93	-					-
Franchise fees - 3Q	54,000.00	54,000.00	54,000.00					54,000.00
	-	-						-
Balance at October 31, 2020	<u>\$ 55,000.00</u>	<u>\$ 74,074.93</u>	<u>55,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>55,000.00</u>

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

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	133,873.16
01-100-000-200	Meridian Bank		5,600,082.59
01-100-000-210	Meridian Bank - Payroll		113,388.42
01-100-000-220	Meridian Bank MMA - restricted		38,906.02
01-100-000-250	Fulton Bank - Turf Field		437,558.82
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>6,324,109.01</u>

Investments

01-120-000-100	Certificate of Deposit - 1/2/21		275,538.36
			<u>275,538.36</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		27,529.82
01-145-000-021	Engineering Fees Receivable-CU		661.52
01-145-000-030	Legal Fees Receivable		6,342.66
01-145-000-040	R/E Taxes Receivable		10,297.17
01-145-000-050	Hydrant Tax Receivable		-
01-145-000-080	Field Fees Receivables		1,690.00
01-145-000-085	Turf Field Receivables		-
01-145-000-086	EIT Receivable		9,865.85
01-145-000-090	RE Transfer Tax Receivable		40,000.00
01-145-000-095	Misc accounts receivable		55,000.00
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		-
	Total Accounts Receivable		<u>151,387.02</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority		107,386.27
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		24,247.00
01-131-000-000	Suspense Account		-
	Total Other Current Assets		<u>131,633.27</u>

Prepaid Expense

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

Total Assets	6,882,667.66
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Upper Uwchlan Township
General Fund
Balance Sheet
As of October 31, 2020

LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	28,543.50
	Total Accounts Payable	28,543.50

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	299.22
01-212-000-000	Earned Income Tax W/H	10,424.00
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU Pension Plan #2	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	880.00
01-219-000-000	LST Tax Withheld	20.00
01-220-000-000	State Unemployment W/H	630.19
01-221-000-000	Benefit Deduction-Aflac	808.66
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	6,348.00
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	18,672.00
01-239-000-005	Due to Capital Fund	-
01-239-000-006	Due to Solid Waste Fund	-
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	11,027.72
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	49,109.79

Total Liabilities	77,653.29
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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)	1,159,121.08
	Total Equity	6,805,014.37

Total Fund Balance	6,805,014.37
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Total Liabilities & Fund Balance	6,882,667.66
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Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2020

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	1,056,492.99	994,100.00	62,392.99	106.3%
01-301-000-013	Real Estate Tax Refunds	(4,770.19)	(28,000.00)	23,229.81	17.0%
01-301-000-030	Delinquent Real Estate Taxes	21,334.83	30,000.00	(8,665.17)	71.1%
01-301-000-071	Hydrant Tax	65,922.37	65,000.00	922.37	101.4%
01-310-000-010	Real Estate Transfer Taxes	428,450.27	541,250.00	(112,799.73)	79.2%
01-310-000-020	Earned Income Taxes	3,341,105.44	3,857,000.00	(515,894.56)	86.6%
01-310-000-021	EIT commissions paid	(40,994.77)	(52,455.00)	11,460.23	78.2%
01-320-000-010	Building Permits	639,891.80	378,000.00	261,891.80	169.3%
01-320-000-020	Use & Occupancy Permit	18,380.00	12,000.00	6,380.00	153.2%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	2,400.00	2,000.00	400.00	120.0%
01-320-000-050	Refinance Certification Fees	6,145.00	3,000.00	3,145.00	204.8%
01-321-000-080	Cable TV Franchise Fees	163,185.47	225,000.00	(61,814.53)	72.5%
01-331-000-010	Vehicle Codes Violation	37,245.41	45,000.00	(7,754.59)	82.8%
01-331-000-011	Reports/Fingerprints	2,392.67	2,000.00	392.67	119.6%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	3,849.48	3,000.00	849.48	128.3%
01-341-000-001	Interest Earnings	47,090.73	50,000.00	(2,909.27)	94.2%
01-342-000-001	Rental Property Income	20,000.00	24,000.00	(4,000.00)	83.3%
01-354-000-010	County Grants	-	15,000.00	(15,000.00)	0.0%
01-354-000-020	State Grants	-	1,808.00	(1,808.00)	0.0%
01-354-000-030	Police Grants	465.00	-	465.00	#DIV/0!
01-355-000-001	PURTA	5,674.93	5,000.00	674.93	113.5%
01-355-000-004	Alcoholic Beverage Tax	600.00	600.00	-	100.0%
01-355-000-005	State Aid, Police Pension	118,172.00	122,000.00	(3,828.00)	96.9%
01-355-000-006	State Aid, Non-Uniform Pension	88,628.99	80,000.00	8,628.99	110.8%
01-355-000-007	Foreign Fire Insurance Tax	95,209.25	95,000.00	209.25	100.2%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	2,500.00	6,000.00	(3,500.00)	41.7%
01-361-000-032	Fees from Engineering	6,553.64	100,000.00	(93,446.36)	6.6%
01-361-000-033	Admin Fees from Engineering	(494.23)	4,000.00	(4,494.23)	-12.4%
01-361-000-035	Admin Fees from Legal	16.67	1,000.00	(983.33)	1.7%
01-361-000-036	Legal Services Fees	3,057.50	6,000.00	(2,942.50)	51.0%
01-361-000-038	Sale of Maps & Books	5.00	250.00	(245.00)	2.0%
01-361-000-039	Fire Inspection Fees	-	-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU	(167.50)	20,000.00	(20,167.50)	-0.8%
01-361-000-042	Copies	1.50	100.00	(98.50)	1.5%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	-	500.00	(500.00)	0.0%
01-367-000-010	Recreation Donations	-	-	-	#DIV/0!
01-367-000-014	Pavillion Rental	-	500.00	(500.00)	0.0%
01-367-000-021	Field Programs	3,840.00	30,000.00	(26,160.00)	12.8%
01-367-000-025	Turf Field Fees	25,070.00	45,000.00	(19,930.00)	55.7%
01-367-000-030	Community Events Donations	1,885.00	10,000.00	(8,115.00)	18.9%
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	80,843.06	5,000.00	75,843.06	1616.9%
01-380-000-010	Insurance Reimbursement	3,850.00	3,000.00	850.00	128.3%
01-392-000-008	Municipal Authority Reimbursement	213,192.64	273,821.00	(60,628.36)	77.9%
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		6,457,024.95	6,977,274.00	(520,249.05)	92.5%

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	6,500.00	5,000.00	1,500.00	130.0%
01-400-000-150	Payroll Tax Expense	497.27	383.00	114.27	129.8%
01-400-000-320	Telephone	1,400.60	2,000.00	(599.40)	70.0%
01-400-000-340	Public Relations	500.00	2,500.00	(2,000.00)	20.0%
01-400-000-341	Advertising	3,908.95	7,500.00	(3,591.05)	52.1%
01-400-000-342	Printing	6,662.86	5,000.00	1,662.86	133.3%
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	18,151.20	18,151.00	0.20	100.0%
01-400-000-420	Dues/Subscriptions/Memberships	3,648.00	4,261.00	(613.00)	85.6%
01-400-000-460	Meeting & Conferences	1,330.00	6,000.00	(4,670.00)	22.2%
01-400-000-461	Bank Fees	12,350.53	9,000.00	3,350.53	137.2%
01-400-000-463	Misc expenses	10,482.81	2,000.00	8,482.81	524.1%
01-400-000-464	Wallace Twp. Tax Agreement	4,322.97	4,750.00	(427.03)	91.0%
		73,356.19	72,745.00	611.19	100.8%
EXECUTIVE					
01-401-000-100	Administration Wages	400,778.67	507,994.00	(107,215.33)	78.9%
01-401-000-150	Payroll Tax Expense	31,141.19	38,862.00	(7,720.81)	80.1%
01-401-000-151	PSATS Unemployment Compensation	480.00	480.00	-	100.0%
01-401-000-156	Employee Benefit Expense	61,298.29	122,353.00	(61,054.71)	50.1%
01-401-000-157	ACA Fees	208.28	240.00	(31.72)	86.8%
01-401-000-160	Non-Uniform Pension	41,428.48	41,436.00	(7.52)	100.0%
01-401-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	1,638.41	6,300.00	(4,661.59)	26.0%
01-401-000-181	Longevity Pay	4,800.00	5,100.00	(300.00)	94.1%
01-401-000-183	Overtime Wages	3,811.52	5,000.00	(1,188.48)	76.2%
01-401-000-200	Supplies	10,550.17	15,000.00	(4,449.83)	70.3%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	2,877.17	4,500.00	(1,622.83)	63.9%
01-401-000-230	Gasoline & Oil	610.23	2,200.00	(1,589.77)	27.7%
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	1,797.68	10,000.00	(8,202.32)	18.0%
01-401-000-317	Parking/Travel	280.00	1,200.00	(920.00)	23.3%
01-401-000-322	Ipad Expenses	198.81	600.00	(401.19)	33.1%
01-401-000-352	Insurance - Liability	376.52	377.00	(0.48)	99.9%
01-401-000-353	Insurance-Vehicle	297.28	297.00	0.28	100.1%
01-401-000-354	Insurance-Workers Compensation	2,002.76	1,716.00	286.76	116.7%
01-401-000-420	Dues/Subscriptions/Memberships	4,384.10	6,100.00	(1,715.90)	71.9%
01-401-000-450	Contracted Services	13,740.77	16,310.00	(2,569.23)	84.2%
		583,035.18	795,265.00	(212,229.82)	73.3%
AUDIT					
01-402-000-450	Contracted Services	30,900.00	28,500.00	2,400.00	108.4%
		30,900.00	28,500.00	2,400.00	108.4%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	4,700.88	7,371.00	(2,670.12)	63.8%
01-403-000-150	Payroll Tax Expense	359.64	564.00	(204.36)	63.8%
01-403-000-200	Supplies	198.68	500.00	(301.32)	39.7%
01-403-000-215	Postage	1,719.04	2,000.00	(280.96)	86.0%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	2,995.08	3,000.00	(4.92)	99.8%
		9,973.32	14,035.00	(4,061.68)	71.1%

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

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	8,741.38	9,500.00	(758.62)	92.0%
01-404-000-311	Non Reimbursable Legal	39,639.30	30,000.00	9,639.30	132.1%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		48,380.68	45,000.00	3,380.68	107.5%
COMPUTER					
01-407-000-200	Supplies	678.40	2,000.00	(1,321.60)	33.9%
01-407-000-220	Software	40,267.52	60,500.00	(20,232.48)	66.6%
01-407-000-222	Hardware	7,532.36	6,000.00	1,532.36	125.5%
01-407-000-240	Web Page	5,770.37	5,700.00	70.37	101.2%
01-407-000-450	Contracted Services	52,373.69	40,000.00	12,373.69	130.9%
		106,622.34	114,200.00	(7,577.66)	93.4%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	2,153.00	25,000.00	(22,847.00)	8.6%
01-408-000-310	Reimbursable Engineering	6,600.82	75,000.00	(68,399.18)	8.8%
01-408-000-311	Traffic Engineering	6,202.50	25,000.00	(18,797.50)	24.8%
01-408-000-313	Non Reimbursable Engineering	32,552.37	30,000.00	2,552.37	108.5%
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!
		48,158.49	169,500.00	(121,341.51)	28.4%
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	3,553.32	15,000.00	(11,446.68)	23.7%
01-409-001-250	Maint & Repair	7,713.60	14,000.00	(6,286.40)	55.1%
01-409-001-320	Telephone	3,730.18	4,000.00	(269.82)	93.3%
01-409-001-351	Insurance - property	12,401.28	12,401.00	0.28	100.0%
01-409-001-360	Utilities	7,220.92	12,000.00	(4,779.08)	60.2%
01-409-001-450	Contracted Services	6,645.07	5,000.00	1,645.07	132.9%
<u>Township Building</u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	3,382.75	2,000.00	1,382.75	169.1%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	605.64	2,500.00	(1,894.36)	24.2%
01-409-003-320	Telephone	3,666.77	7,000.00	(3,333.23)	52.4%
01-409-003-351	Insurance Property	14,469.24	14,468.00	1.24	100.0%
01-409-003-360	Utilities	15,098.63	15,000.00	98.63	100.7%
01-409-003-380	Rent	41,640.00	18,333.00	23,307.00	227.1%
01-409-003-385	Relocation Costs	4,650.00	-	4,650.00	#DIV/0!
01-409-003-450	Contracted Services	28,570.10	25,000.00	3,570.10	114.3%
<u>Milford Road</u>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	68.04	2,000.00	(1,931.96)	3.4%
01-409-004-250	Maintenance & Repairs	647.91	3,000.00	(2,352.09)	21.6%
01-409-004-320	Telephone	5,682.21	3,000.00	2,682.21	189.4%
01-409-004-351	Insurance - property	2,066.88	2,067.00	(0.12)	100.0%
01-409-004-360	Utilities	2,780.75	2,000.00	780.75	139.0%
01-409-004-450	Contracted Services	228.00	9,100.00	(8,872.00)	2.5%
01-409-005-200	Police relocated - supplies	29,568.04	-	29,568.04	#DIV/0!
		194,449.18	174,369.00	20,080.18	111.5%

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
POLICE EXPENSES					
01-410-000-100	Police Wages	1,046,721.33	1,309,163.00	(262,441.67)	80.0%
01-410-000-150	Payroll Tax Expense	84,180.48	100,151.00	(15,970.52)	84.1%
01-410-000-151	PSATS Unemployment Compensation	1,039.06	1,040.00	(0.94)	99.9%
01-410-000-156	Employee Benefit Expense	270,355.93	333,668.00	(63,312.07)	81.0%
01-410-000-158	Medical Expense Reimbursements	6,277.04	10,000.00	(3,722.96)	62.8%
01-410-000-160	Pension Expense	251,733.00	251,733.00	-	100.0%
01-410-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-410-000-174	Tuition Reimbursment	12,544.20	12,000.00	544.20	104.5%
01-410-000-181	Longevity Pay	22,000.00	27,600.00	(5,600.00)	79.7%
01-410-000-182	Education incentive	3,800.00	3,750.00	50.00	101.3%
01-410-000-183	Overtime Wages	30,713.94	49,000.00	(18,286.06)	62.7%
01-410-000-187	Courttime Wages	3,219.34	12,000.00	(8,780.66)	26.8%
01-410-000-191	Uniform/Boot Allowances	11,600.00	11,600.00	-	100.0%
01-410-000-200	Supplies	9,561.04	14,000.00	(4,438.96)	68.3%
01-410-000-215	Postage	294.10	750.00	(455.90)	39.2%
01-410-000-230	Gasoline & Oil	23,106.32	30,000.00	(6,893.68)	77.0%
01-410-000-235	Vehicle Maintenance	15,714.13	23,000.00	(7,285.87)	68.3%
01-410-000-238	Clothing/Uniforms	7,050.72	9,000.00	(1,949.28)	78.3%
01-410-000-250	Maintenance & Repairs	754.27	2,500.00	(1,745.73)	30.2%
01-410-000-260	Small Tools & Equipment	4,311.22	9,000.00	(4,688.78)	47.9%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	8,485.25	13,000.00	(4,514.75)	65.3%
01-410-000-317	Parking & travel	154.40	1,000.00	(845.60)	15.4%
01-410-000-320	Telephone	2,618.77	8,000.00	(5,381.23)	32.7%
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	1,992.09	12,000.00	(10,007.91)	16.6%
01-410-000-342	Police Accreditation	1,785.00	6,000.00	(4,215.00)	29.8%
01-410-000-352	Insurance - Liability	13,826.00	13,826.00	-	100.0%
01-410-000-353	Insurance - Vehicles	2,378.00	2,378.00	-	100.0%
01-410-000-354	Insurance - Workers Compensation	43,393.36	37,187.00	6,206.36	116.7%
01-410-000-420	Dues/Subscriptions/Memberships	388.93	1,000.00	(611.07)	38.9%
01-410-000-450	Contracted Services	12,944.00	25,350.00	(12,406.00)	51.1%
01-410-000-740	Computer/Furniture	370.99	3,000.00	(2,629.01)	12.4%
		1,893,650.59	2,346,296.00	(452,645.41)	80.7%
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	8,664.85	23,000.00	(14,335.15)	37.7%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	61,466.85	60,000.00	1,466.85	102.4%
01-411-001-001	Ludwigs	74,160.00	74,160.00	-	100.0%
01-411-001-002	Lionville	74,282.00	74,282.00	-	100.0%
01-411-001-003	Lionville Capital	150,000.00	-	150,000.00	100.0%
01-411-001-004	Glenmoore	8,549.00	8,549.00	-	100.0%
01-411-001-005	E. Brandywine	13,608.00	13,608.00	-	100.0%
01-411-001-006	Reimbursement - Uwchlan Township	2,488.21	2,300.00	188.21	108.2%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	94,809.25	95,000.00	(190.75)	99.8%
		488,028.16	351,099.00	136,929.16	139.0%

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

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	-	100.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		27,038.00	27,038.00	-	100.0%
CODES ADMINISTRATION					
01-413-000-100	Code Administrator Wages	182,347.76	250,390.00	(68,042.24)	72.8%
01-413-000-150	Payroll Tax Expenses	14,451.81	19,155.00	(4,703.19)	75.4%
01-413-000-151	PSATS Unemployment Compensation	240.00	240.00	-	100.0%
01-413-000-156	Employee Benefit Expense	53,310.94	72,761.00	(19,450.06)	73.3%
01-413-000-160	Pension	21,984.97	21,985.00	(0.03)	100.0%
01-413-000-165	Employer 457 Match	-	3,000.00	(3,000.00)	0.0%
01-413-000-181	Longevity Pay	7,500.00	7,500.00	-	100.0%
01-413-000-200	Supplies	162.53	2,000.00	(1,837.47)	8.1%
01-413-000-230	Gasoline & Oil	1,358.53	3,800.00	(2,441.47)	35.8%
01-413-000-235	Vehicle Maintenance	1,377.23	1,500.00	(122.77)	91.8%
01-413-000-316	Training/Seminar	352.00	3,000.00	(2,648.00)	11.7%
01-413-000-317	Parking/Travel	-	1,000.00	(1,000.00)	0.0%
01-413-000-320	Telephone	1,094.17	2,000.00	(905.83)	54.7%
01-413-000-322	Ipad Expense	518.20	600.00	(81.80)	86.4%
01-413-000-352	Insurance - Liability	376.52	377.00	(0.48)	99.9%
01-413-000-353	Insurance - Vehicle	297.28	297.00	0.28	100.1%
01-413-000-354	Insurance - Workers Compensation	2,002.76	1,716.00	286.76	116.7%
01-413-000-420	Dues/Subscriptions/Memberships	85.00	5,000.00	(4,915.00)	1.7%
01-413-000-450	Contracted Services	9,655.00	30,000.00	(20,345.00)	32.2%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		297,114.70	426,321.00	(129,206.30)	69.7%
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	385.00	1,500.00	(1,115.00)	25.7%
01-414-001-315	Legal Fees	480.00	3,000.00	(2,520.00)	16.0%
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	319.72	500.00	(180.28)	63.9%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		1,434.72	28,500.00	(27,065.28)	5.0%
VILLAGE CONCEPT					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
ZONING					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	-	2,000.00	(2,000.00)	0.0%
01-414-003-315	Legal Fees	-	6,000.00	(6,000.00)	0.0%
01-414-003-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		-	9,800.00	(9,800.00)	0.0%

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	338.14	2,000.00	(1,661.86)	16.9%
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	91.64	400.00	(308.36)	22.9%
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%
		709.78	7,850.00	(7,140.22)	9.0%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	3,754.94	4,371.00	(616.06)	85.9%
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%
		26,791.94	29,408.00	(2,616.06)	91.1%
SIGNS					
01-433-000-200	Supplies	4,112.70	5,000.00	(887.30)	82.3%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		4,112.70	6,000.00	(1,887.30)	68.5%
SIGNALS					
01-434-000-450	Contracted Services	22,800.52	35,000.00	(12,199.48)	65.1%
		22,800.52	35,000.00	(12,199.48)	65.1%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	326,740.27	405,395.00	(78,654.73)	80.6%
01-438-000-150	Payroll Tax Expense	25,468.32	31,013.00	(5,544.68)	82.1%
01-438-000-151	PSATS Unemployment Compensation	563.34	560.00	3.34	100.6%
01-438-000-156	Employee Benefit Expense	116,387.03	143,928.00	(27,540.97)	80.9%
01-438-000-160	Pension	32,192.86	32,196.00	(3.14)	100.0%
01-438-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-438-000-181	Longevity	4,500.00	6,750.00	(2,250.00)	66.7%
01-438-000-183	Overtime Wages	3,284.86	24,000.00	(20,715.14)	13.7%
01-438-000-200	Supplies	28,193.08	51,300.00	(23,106.92)	55.0%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	10,543.47	34,200.00	(23,656.53)	30.8%
01-438-000-235	Vehicle Maintenance	6,095.98	17,050.00	(10,954.02)	35.8%
01-438-000-238	Uniforms	2,678.52	3,050.00	(371.48)	87.8%
01-438-000-245	Highway Supplies	2,890.34	10,100.00	(7,209.66)	28.6%
01-438-000-260	Small Tools & Equipment	6,077.02	12,800.00	(6,722.98)	47.5%
01-438-000-316	Training/Seminar	735.56	5,000.00	(4,264.44)	14.7%
01-438-000-317	Parking & travel	-	800.00	(800.00)	0.0%
01-438-000-320	Telephone	2,022.12	3,000.00	(977.88)	67.4%
01-438-000-322	Ipad Expense	731.21	1,200.00	(468.79)	60.9%
01-438-000-341	Advertising	21.00	-	21.00	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	1,664.80	1,665.00	(0.20)	100.0%
01-438-000-353	Vehicle Insurance	1,189.12	1,189.00	0.12	100.0%
01-438-000-354	Insurance - Workers Compensation	11,880.18	8,916.00	2,964.18	133.2%
01-438-000-360	Heating Oil	-	-	-	#DIV/0!
01-438-000-420	Dues and Subscriptions	819.99	400.00	419.99	205.0%
01-438-000-450	Contracted Services	7,580.27	52,230.00	(44,649.73)	14.5%

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

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!
		592,259.34	858,242.00	(265,982.66)	69.0%
	<i>Public Works - Facilities Division</i>				
01-438-001-100	Wages	158,764.19	218,918.00	(60,153.81)	72.5%
01-438-001-101	Employee Costs Allocated	(145,381.32)	(207,336.00)	61,954.68	70.1%
01-438-001-150	Payroll Tax Expense	12,300.11	16,747.00	(4,446.89)	73.4%
01-438-001-151	PSATS Unemployment Compensation	314.35	560.00	(245.65)	56.1%
01-438-001-156	Employee Benefit Expense	35,376.07	67,702.00	(32,325.93)	52.3%
01-438-001-160	Pension Expense	11,516.88	11,517.00	(0.12)	100.0%
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	-	100.0%
01-438-001-183	Overtime Wages	699.40	8,000.00	(7,300.60)	8.7%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	11,843.77	12,000.00	(156.23)	98.7%
01-438-001-235	Vehicle Maintenance	777.14	6,500.00	(5,722.86)	12.0%
01-438-001-238	Uniforms	125.00	1,200.00	(1,075.00)	10.4%
01-438-001-316	Training & Seminars	-	1,600.00	(1,600.00)	0.0%
01-438-001-352	Insurance - Liability	1,664.80	1,665.00	(0.20)	100.0%
01-438-001-353	Insurance - Vehicles	1,189.08	1,189.00	0.08	100.0%
01-438-001-354	Insurance - Workers Compensation	4,141.98	4,815.00	(673.02)	86.0%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		95,281.45	150,027.00	(54,745.55)	63.5%
	PARK & RECREATION				
	<i>Parks - General</i>				
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	145,381.32	207,336.00	(61,954.68)	70.1%
01-454-001-200	Supplies	16,484.07	15,000.00	1,484.07	109.9%
01-454-001-201	Park & Rec Special Events	1,727.36	6,000.00	(4,272.64)	28.8%
01-454-001-202	Community Day	2,361.50	28,000.00	(25,638.50)	8.4%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	3,963.46	6,000.00	(2,036.54)	66.1%
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	3,337.96	2,861.00	476.96	116.7%
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%
		174,660.02	276,197.00	(101,536.98)	63.2%
	HICKORY PARK				
01-454-002-200	Supplies-Hickory	3,277.47	3,000.00	277.47	109.2%
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	4,133.76	4,134.00	(0.24)	100.0%
01-454-002-360	Utilities	2,310.07	5,000.00	(2,689.93)	46.2%
01-454-002-450	Contracted Services	12,573.00	20,000.00	(7,427.00)	62.9%
		22,294.30	42,134.00	(19,839.70)	52.9%

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	964.24	3,000.00	(2,035.76)	32.1%
01-454-003-250	Maintenance & Repairs	500.38	10,000.00	(9,499.62)	5.0%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	1,249.90	2,500.00	(1,250.10)	50.0%
01-454-003-351	Insurance Property	4,133.76	4,134.00	(0.24)	100.0%
01-454-003-360	Utilities	6,266.73	12,000.00	(5,733.27)	52.2%
01-454-003-450	Contracted Services	11,829.88	16,000.00	(4,170.12)	73.9%
		24,944.89	47,634.00	(22,689.11)	52.4%
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	434.64	5,000.00	(4,565.36)	8.7%
01-454-005-231	Propane & Heating Oil	1,118.70	4,500.00	(3,381.30)	24.9%
01-454-005-250	Repairs & Maintenance	285.00	50,000.00	(49,715.00)	0.6%
01-454-005-351	Insurance - Building	4,133.76	4,134.00	(0.24)	100.0%
01-454-005-360	Utilities	3,879.82	4,000.00	(120.18)	97.0%
01-454-005-450	Contracted Services	2,878.46	5,000.00	(2,121.54)	57.6%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		12,730.38	72,634.00	(59,903.62)	17.5%
	Total Parks and Recreation	234,629.59	443,599.00	(208,969.41)	52.9%
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	1,177.00	2,316.00	(1,139.00)	50.8%
		1,177.00	4,316.00	(3,139.00)	27.3%
	Total Expenditures Before Operating Transfers	4,779,903.87	6,143,110.00	(1,363,206.13)	77.8%
	Excess of Revenues over Expenses Before Operating Transfers	1,677,121.08	834,164.00	842,957.08	201.1%

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

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	-	100.0%
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%
		518,000.00	818,000.00	(300,000.00)	63.3%
	Total Expenditures after Operating Transfers	5,297,903.87	6,961,110.00	(1,663,206.13)	76.1%
EXCESS OF REVENUES OVER EXPENSES		1,159,121.08	16,164.00	1,142,957.08	7171.0%

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

ASSETS

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 780,684.24
	Total Cash	<u>780,684.24</u>
Other Current Assets		
04-130-000-001	Due from General Fund	-
04-130-000-002	Due from Capital Fund	-
	Other Assets	-
	Total Other Current Assets	<u>-</u>
Total Assets		\$ 780,684.24

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)	94,723.51
	Total Equity	<u>780,684.24</u>
Total Fund Balance		\$ 780,684.24
Total Liabilities & Fund Balance		\$ 780,684.24

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 2,314.14	\$ 14,000.00	(11,685.86)	17%
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	\$ 417,440.78	\$ 423,318.00	\$ (5,877.22)	325%
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	309,674.55	513,444.00	(203,769.45)	60%
04-439-002-250	Base Repairs - Pa. Drive	-	-	-	#DIV/0!
	Total Highway Construction	309,674.55	513,444.00	(203,769.45)	#DIV/0!
	Total Expenditures	\$ 322,717.27	\$ 621,254.00	\$ (298,536.73)	52%
	Excess of Revenues over Expenditures	\$ 94,723.51	\$ (197,936.00)	\$ 292,659.51	-48%

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

ASSETS

Cash			
05-100-000-010	Meridian Bank	\$	330,893.06
05-100-000-030	Cash - Fulton Bank		592,030.26
	Total Cash		<u>922,923.32</u>

Accounts Receivable

05-130-000-045	WIPP Receivable from MA		12,542.88
05-145-000-010	Solid Waste Receivable		134,259.26
05-145-000-095	Misc. Receivable		-
			<u>146,802.14</u>

Other Current Assets

05-130-000-010	Due from General Fund		-
05-130-000-020	Due from Capital Fund		-
05-130-000-050	Due from Municipal Authority		(1,453.52)
05-155-000-010	Prepaid Attorney Fees		-
	Other Assets		-
	Total Other Current Assets		<u>(1,453.52)</u>

Total Assets	\$	1,068,271.94
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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		2,083.52
05-252-000-010	Deferred Revenues		140,664.88
	Total Other Current Liabilities		<u>142,748.40</u>

Total Liabilities	176,673.66
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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)		297,864.47
	Total Equity		<u>891,598.28</u>

Total Fund Balance	\$	891,598.28
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Total Liabilities & Fund Balance	\$	1,068,271.94
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Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2020

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 4,577.24	\$ 10,000.00	(5,422.76)	46%
05-364-000-010	Solid Waste Income	1,031,960.02	1,058,444.00	(26,483.98)	97%
05-364-000-015	Resident Refunds	(982.80)	-	(982.80)	#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	243.20	500.00	(256.80)	49%
	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	\$ 1,035,797.66	\$ 1,096,444.00	\$ (60,646.34)	#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	2,055.00	2,500.00	(445.00)	82%
05-427-000-230	Toters	(100.00)	42,628.00	(42,728.00)	0%
05-427-000-314	Legal Fees	1,468.55	9,000.00	(7,531.45)	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	345,637.18	416,953.00	(71,315.82)	83%
05-427-000-460	Contracted Services - Recycling	151,656.48	178,890.00	(27,233.52)	85%
05-427-000-700	Tipping Fees	203,931.07	202,000.00	1,931.07	101%
05-427-000-725	Tipping Fees - Recycling	30,583.83	49,000.00	(18,416.17)	62%
05-427-000-800	Recycling Disposal	-	9,000.00	(9,000.00)	0%
	Total Operations	737,933.19	914,796.00	(176,862.81)	564%
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	\$ 737,933.19	\$ 1,064,796.00	\$ (326,862.81)	69%
	Excess of Revenues over Expenditures	\$ 297,864.47	\$ 31,648.00	\$ 266,216.47	941%

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

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	40,215.60
	Total Cash	40,215.60

Other Current Assets

08-130-000-010	Due from General Fund	33.24
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	-
	Total Other Current Assets	33.24

Total Assets	\$	40,248.84
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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	-

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	-

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)	(29,204.46)
	Total Equity	40,248.84

Total Fund Balance	\$	40,248.84
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Total Liabilities & Fund Balance	\$	40,248.84
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Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2020

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 200.31	\$ 600.00	(399.69)	33%
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		\$ 200.31	\$ 583,032.00	\$ (582,831.69)	#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	8,658.30	-	8,658.30	#DIV/0!
08-420-000-260	Small Tools & Equipment	3,195.33	1,000.00	2,195.33	320%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	13,798.32	25,307.00	(11,508.68)	55%
08-446-000-230	Gasoline & Oil	-	1,600.00	(1,600.00)	0%
08-446-000-235	Vehicle maintenance	832.17	3,990.00	(3,157.83)	21%
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	2,920.65	60,000.00	(57,079.35)	5%
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	29,404.77	560,351.00	(508,946.23)	#DIV/0!
Operating Transfers					
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Total Expenditures		\$ 29,404.77	\$ 560,351.00	\$ (508,946.23)	5%
Excess of Revenues over Expenditures		\$ (29,204.46)	\$ 22,681.00	\$ (73,885.46)	-129%

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

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 1,025,972.04
	Total Cash	<u>1,025,972.04</u>

Other Current Assets

09-130-000-000	Due from General Fund	18,672.00
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	<u>18,672.00</u>

Total Assets	\$ 1,044,644.04
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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)	357,036.78
	Total Equity	<u>1,044,644.04</u>

Total Fund Balance	\$ 1,044,644.04
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Total Liabilities & Fund Balance	\$ 1,044,644.04
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Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2020

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 2,268.78	\$ 12,000.00	\$ (9,731.22)	18.9%
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	354,768.00	478,470.00	(123,702.00)	74%
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		357,036.78	490,470.00	(133,433.22)	#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		\$ 357,036.78	\$ 490,470.00	\$ (133,433.22)	#DIV/0!

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

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 106,832.56
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>106,916.15</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	(3,963,993.75)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
15-157-000-110	OID Amortization - Series of 2019	(968.05)
		<u>27,359,287.03</u>
Total Assets		\$ 27,466,203.18

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	86,541.84
15-258-000-110	Interest Payable on Bonds - Series A of 2019	54,311.88
	Total Accounts Payable	<u>140,853.72</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	97,160.00
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	(8,306.43)
		<u>10,576,756.47</u>
Total Liabilities		10,717,610.19
Equity		
15-272-000-100	Unrestricted Net Assets	16,858,463.90
	Current Period Net Income (Loss)	(109,870.91)
	Total Equity	<u>16,748,592.99</u>
Total Fund Balance		\$ 16,748,592.99
Total Liabilities & Fund Balance		\$ 27,466,203.18

Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending October 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	\$ 425.44	\$ 3,000.00	(2,574.56)	14%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	103,660.91	237,494.00	(133,833.09)	44%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	65,129.75	335,300.00	(270,170.25)	19%
Total Revenues		\$ 169,216.10	\$ 575,794.00	\$ (406,577.90)	#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	172,911.60	207,494.00	(34,582.40)	83%
15-472-000-110	Bond Interest Expense - Series A of 2019	108,583.30	130,300.00	(21,716.70)	83%
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	414.68	829.00	(414.32)	50%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	(3,322.57)	(6,645.00)	3,322.43	50%
Total Debt Expenses		278,587.01	326,864.00	(51,185.10)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 279,087.01	\$ 328,064.00	\$ (51,885.10)	85%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
Total Transfers		-	-	-	#DIV/0!
Total Expenditures and Transfers		279,087.01	328,064.00	(51,885.10)	#DIV/0!
Excess of Revenues over Expenditures		\$ (109,870.91)	\$ 247,730.00	\$ (354,692.80)	-44%

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

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	543,102.48
30-100-000-020	PSDLAF		5,109.71
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		-
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		282,368.19
	Total Cash		<u>830,580.38</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	\$	858,443.71
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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		82,656.25
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		(12,355.16)
	Total Accounts Payable		<u>5,652,404.39</u>

Long Term Liabilities

30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		<u>-</u>

Other Current Liabilities

30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		-
30-230-000-002	Due to Act 209		-
30-230-000-003	Due to Solid Waste Fund		-
30-230-000-004	Due to Municipal Authority		-
30-230-000-005	Due To Escrow Fund		-
	Total Other Current Liabilities		<u>-</u>

Total Liabilities	\$	5,652,404.39
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Equity

30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		(4,001,024.58)
	Current Period Net Income (Loss)		(1,741,334.49)
	Total Equity		<u>(4,793,960.68)</u>

Total Fund Balance	\$	(4,793,960.68)
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Total Liabilities & Fund Balance	\$	858,443.71
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Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2020

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 11,920.02	\$ 20,000.00	(8,079.98)	60%
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	7,286.00	5,000.00	2,286.00	146%
30-392-000-001	Transfer from General Fund	518,000.00	518,000.00	-	100%
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!
		558,778.54	698,800.00	(140,021.46)	80%
Total Revenues		\$ 558,778.54	\$ 698,800.00	\$ (140,021.46)	80%
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General	1,517.00	-	1,517.00	#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	1,682,471.21	2,162,441.00	(479,969.79)	78%
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	45,616.29	34,500.00	11,116.29	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	1,729,604.50	2,352,592.00	(622,987.50)	74%
Police					
30-410-000-700	Capital Purchases- Police	49,983.33	51,100.00	(1,116.67)	98%
	Future Purchase	-	-	-	#DIV/0!
		49,983.33	51,100.00	(1,116.67)	98%
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	209,926.65	271,952.00	(62,025.35)	77%
	Total Public Works	209,926.65	271,952.00	(62,025.35)	#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 October 31, 2020

Parks					
All Parks					
30-454-000-700	Capital Purchases - All Parks	42,411.44	-	42,411.44	#DIV/0!
Hickory Park					
30-454-001-600	Capital Construction - Hickory	32,250.00	158,358.00	(126,108.00)	20%
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	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	76,661.44	921,358.00	(844,696.56)	8%
Trails					
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	16,909.33	3,850.00	13,059.33	439%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	16,909.33	3,850.00	13,059.33	439%
Debt Service					
30-472-000-100	Interest Expense - Series of 2019	165,312.50	204,675.00	(39,362.50)	81%
30-472-000-200	Cost of Issuance - Series of 2019	-	-	-	#DIV/0!
30-472-000-300	Bond Amortization Expense - Series of 2019	(6,177.58)	(12,355.00)	6,177.42	50%
30-500-471-003	Capital Lease - Principal	51,064.00	52,489.00	(1,425.00)	97%
30-500-472-003	Capital Lease - Interest	4,394.36	5,780.00	(1,385.64)	76%
	Total Debt Service	214,593.28	250,589.00	(35,995.72)	86%
Village Concept					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	2,434.50	-	2,434.50	#DIV/0!
		2,434.50	-	2,434.50	#DIV/0!
Total Expenditures before Operating Transfers		\$ 2,300,113.03	\$ 3,918,540.00	\$ (1,618,426.97)	59%
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		\$ (1,741,334.49)	\$ (3,219,740.00)	\$ 1,478,405.51	54.08%

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

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 35,398.74
	Total Cash	35,398.74
Other Current Assets		
40-130-000-010	Due from General Fund	11,027.72
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	11,027.72
	Total Assets	\$ 46,426.46

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	24,247.00
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	(2,368.09)
40-248-000-004	Columbia Gas Transmission LLC	8,130.90
40-248-000-005	Chester County - Radio Tower	344.65
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,776.54
40-248-000-009	Open Community Corp.	(21,397.66)
40-248-000-010	Sunoco Reed Road	4,146.72
40-248-000-011	McHugh	10.18
40-248-000-012	Marsh Lea	1,024.98
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	777.03
40-248-000-015	McKee Fetters	-
40-248-000-017	Vantage Point Retirement	2,657.80
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	(4,622.33)
40-248-000-020	Millford Rd. Associates	0.90
40-248-000-021	Townes at Chester Springs	1,570.77
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,729.52
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	3,172.68
40-248-000-026	Lot 1B Maintenance Area	5,309.61
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	(696.70)
40-248-000-030	Profound Technologies	1,111.18
40-248-000-031	Windsor Baptist Church	3,046.83
40-248-000-032	Eagle Village Parking Expansion	-
40-248-000-033	Chester Springs Crossing	(23,204.26)
40-248-000-034	Starbucks @ Eaglepoint Village	(3,320.54)
40-248-000-035	The Preserve at Marsh Creek SD	(42,065.65)
40-248-001-032	Gunner Parking Exp Construction	(83.52)
40-248-001-035	The Preserve at Marsh Creek Sewer	71,999.00
40-248-000-036	McKee Toll Traffic Impact Fee	63.74
40-248-000-500	Gunner Properties Performance	-
	Total Other Current Liabilities	46,489.46
40-258-000-000	Accrued Expenses	-
	Total Liabilities	\$ 46,489.46

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	\$ 46,426.46

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

GL Account #	Account Description	2020 YTD Actual	2020 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 721.83	\$ -	\$ 721.83	-
40-341-000-010	Interest Income - allocated to Developers	(721.83)	-	(721.83)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
		-	-	-	-
	Total Revenue	-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Expenditures	-	-	-	-
	Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	-



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: BOARD OF SUPERVISORS
Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager

FROM: Gwen Jonik, Township Secretary

RE: Historical Commission Appointment – Aaron Stoyack

DATE: November 13, 2020

The Township Historical Commission (HC) has a vacancy. Aaron Stoyack expressed interest in serving with the Commission, and following the recommendation of the HC members, you met with Aaron November 10.

The Board is requested to appoint Mr. Stoyack to the HC at your November 16, 2020 meeting. He plans to attend the meeting.

A term on the Historical Commission is 3 years. Mr. Stoyack's term would expire December 31, 2023.

LIGHT UP UPPER UWCHLAN!

4TH ANNUAL UUT Tree Lighting

With the holidays just around the corner, we realize that the 4th Annual Tree Lighting is going to look a little different.

This year - we need help from YOU!

We're asking residents to decorate your homes and neighborhoods and submit your address to be added to the official "Light Up Upper Uwchlan" map.

The Tree at Upland Farms will be lit on November 28th. Drive by and enjoy the Tree, then follow the map to see the decorated homes throughout our community.

Map sign up deadline: November 20, 2020

upperuwchlan-pa.gov/lightup



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: November 12, 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:

270-290 Park Road (Townes at Chester Springs) - The project is substantially complete and the roadway has now been paved.

Byers Station (Parcel 5C)- [Lot 2A & 2B] – A preconstruction meeting for Lot 2A, which is the 55 Unit Townhouse section, was held. on October 21. Once the plans are recorded and the agreements are in place, Toll will be proceeding with construction.

Construction continues at the following developments with no significant issues:

- Byers Station (Parcel 5C) Lot 1
- Chester Springs Crossing
- Preserve at Marsh Creek
- Marsh Lea

General:

Meetings / Correspondence with staff regarding various matters.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: November 12, 2020
To: Board of Supervisors
From: David Leh, P.E.

125 Little Conestoga Road (Profound Technologies) – Construction continues on the two-story building addition and additional parking areas on this property.

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. The project is substantially complete and the roadway has now been paved.

Byers Station (Parcel 5C)- [Residential] - Home construction continues. we have now received building permit applications for all units.

Byers Station (Parcel 5C)- [Lot 2A & 2B] – A preconstruction meeting for Lot 2A, which is the 55 Unit Townhouse section, was held. on October 21. Once the plans are recorded and the agreements are in place, Toll will be proceeding with construction.

Byers Station (Lot 6C)- Vantage Point – The Applicant has received Final PRD Approval at the Board of Supervisors April 20th, 2020 meeting for a 36,171 SF, 3 story retirement facility. There has been no new activity on this project.

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 41 grading permits for proposed homes. The road network has been paved.

Eagleview (UTI/Frontage) – We have received a Preliminary / Final Land Development Application for the UTI building. The application proposes a new loading dock, enclosure for outdoor equipment and parking lot improvements. The Board granted Preliminary / Final Approval at their October 19, 2020 meeting.

Reference: Development Update

File No. 20-01080T
November 12, 2020

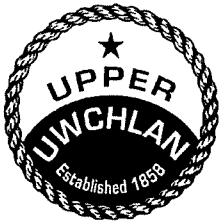
Marsh Lea – The Board granted Preliminary / Final Plan Approval to this 27-lot, single-family home community at their May 15th, 2017 meeting. Home construction continues. We have received grading plans for 22 proposed homes.

Preserve at Marsh Creek (Fetters Property) - The Board granted Final Land Development Approval at their October 16th, 2017 meeting. Site construction continues, we have received 26 building permits applications to date.

Reserve at Chester Springs (Frame Property) – The project is substantially complete. Final paving was completed in March. Dedication may occur this year.

Struble Trail Extension – Chester County has submitted an application to reopen the Conditional Use Hearing as well as land development plans to allow for the continuance of the trail from where it currently terminates to a point on the west side of Dorlan Mill Road. The Planning Commission reviewed the application at their June 13th, 2019 and July 11, 2019 meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. A conditional use hearing will be scheduled in the future. The Township has received an extension until February 28, 2021 for the scheduling of the hearing.

Windsor Baptist Church - The Church has submitted a Preliminary Land Development Plan and Conditional Use Application for an approximately 8,664 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. The Church has submitted plans for consideration of Final Land Development Approval. The Planning Commission recommended approval at their September 10th meeting. The Board reviewed the plan at their September 21, 2020 meeting but took no action. We are currently working with the church's engineer regarding the design of the multiuse trail along Park Road.




UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath 

RE: Codes Department Activity Report

DATE: November 4, 2020

Attached, please find the Codes Department Activity Report for the month of October, 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	28	\$ 4,846.10	176	\$ 201,516.10
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	49	\$ 59,079.84	225	\$ 260,595.94
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	86	\$ 55,369.16	311	\$ 315,965.10
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	69	\$ 39,866.44	380	\$ 355,831.54
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	76	\$ 78,302.64	456	\$ 434,134.18
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	130	\$ 87,003.98	586	\$ 521,138.16
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	73	\$ 222,281.54	663	\$ 743,419.70
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				



OCTOBER 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: 180

- **Municipal Authority & PA 1-calls**
 - **106 Work orders completed**
- **Public Works**
 - **39 Work orders completed**
- **Parks**
 - **3 Work orders completed**
- **Solid Waste**
 - **20 Work orders completed**
- **Vehicles and Equipment (All Dept.)**
 - **12 Work orders completed**
- **Rebuilt the brine maker system and installed a new agitator in the holding tank**
- **Installed salt spreaders and brine sprayers on some of the trucks. We had to fabricate brackets to make this happen.**
- **Trimmed multiple trees from roadway**

- **Resurfacing inspection of work done by DiRocco Brothers Paving which is now complete**
- **Installed hot epoxy STOP bars in the Reserve at Eagle on the newly resurfaced roads**
- **Delivered and added sand to the Volleyball court at Hickory Park for safer play**
- **Added goal pads to the basketball posts in Hickory Park for safer play**
- **Budget Preparations**
- **Sign replacements at various locations**
- **Refilled hand sanitizer stations and cleaned all Parks**
- **Roadside mowing continues**
- **Sprayed guiderails**
- **Repaired broken Toters for reuse**
- **Cleared inlets on multiple roadways throughout the Township**
- **Used Vac truck to clear inlets**
- **Cleared all inlets in Byers Station.**
- **Grubbed all brush from Kiloran Wynd Sewer Plant**
- **Visited multiple locations with insurance inspector**
- **Raised 2 inlets on Moore Rd**
- **Installed a fence for safety near the rear of the Police Department**
- **Painted crosswalks at night during low traffic flow**
- **Worked on vehicles for minor issues and monthly services**
- **Toter swaps and deliveries were done as requested.**
- **Preventive maintenance, repairs, and Pa State Inspections**
- **PA 1-Calls were responded to as they came in.**

Bids:

- None

Road Dedications:

- None

Workforce

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

Respectfully submitted,

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

LAND DEVELOPMENT AGREEMENT

ENCLAVE AT CHESTER SPRINGS – LOT 2A OF PARCEL 5C **SITE IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2020, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (“Developer”).

BACKGROUND:

- A. Developer proposes to develop a ±9.328 acre piece of property, known as part of Chester County Tax Parcel No. 32-4-1090 and identified as “Lot 2A” of “Parcel 5C” of the Byers Station Planned Residential Development, situate at the northwest corner of Station Boulevard and Graphite Mine Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed planned residential development known as “Enclave at Chester Springs” (“Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final planned residential development approval of the Development on October 14, 2019. Developer’s predecessor in title received final approval of the planned residential development plans for the Development, subject to, among other things Developer entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. Definitions; Interpretation.

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
 - (1) “Tract” shall mean all that certain ±9.328 acre tract designated as “Lot 2A” on the Plans located at the northwest corner of Station

Boulevard and Graphite Mine 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 planned residential development plan entitled “Amended Final PRD Plans ‘Final Plan for Lot 2A of Parcel 5C’” prepared by Bohler Engineering, dated August 16, 2019, last revised October 26, 2020, 2020, consisting of forty-one (41) 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 Development” or “Project” shall mean the proposed land development of the Tract with fifty-five (55) townhouse dwelling units, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Development, as the same are more fully depicted on the Plans.
- (4) “Improvements” shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, 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. The sanitary sewer improvements for the Project are subject to separate Development and Financial Security Agreements between Developer and the Township and are not included in the Improvements or Secured Improvements.
- (5) “Secured Improvements” shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached hereto as Exhibit “B” and made a part hereof.
- (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) “Surety” shall mean the bonding company chosen by Developer and approved by the Township, which issues the Financial Security to the Township. The Surety must be 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) “Township Ordinances” shall mean the Upper Uwchlan Township Zoning Ordinance and Subdivision and Land Development Ordinance, as such Ordinances has been amended and now exist and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Development shall be subject to the provisions of Section 711(d) 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.
- (13) “Station Boulevard Crossing” shall mean the crosswalk/trail connection depicted on Exhibit “C” attached hereto and made a part hereof (which is also shown on the Plans). The design depicted on Exhibit “C” and the provisions of this Agreement shall supersede the provisions pertaining to the Station Boulevard Crossing options set forth in the Land Development Agreement for the Villages at Byers Station – Parcel 5C Residential Site Improvements between the Township and Toll PA II, L.P. dated December 18, 2017 (“Villages at Byers Station Agreement”). Upon the posting of Financial Security with the Township for the Secured Improvements (which include the Station Boulevard Crossing) as provided herein, Toll PA II, L.P. shall be released from the obligations pertaining to installation of the Station Boulevard Crossing

pursuant to the Villages at Byers Station Agreement.

The Township desires to have the Station Boulevard Crossing connect to an existing trail located on a Downingtown Area School District property ("School Property Trail Connection"), identified as UPI No. 32-4-21.1, containing the Pickering Valley Elementary School ("School Property"). As soon as practicable, Developer shall complete a fully engineered plan of the Station Boulevard Crosswalk and School Property Trail Connection for review and approval by the Township Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, and shall diligently pursue all necessary approvals and permits required to construct the Station Boulevard Crosswalk and School Property Trail Connection. The Township has agreed to be responsible for securing any necessary easements for the construction and use of the School Property Trail Connection on the School Property, which it shall also diligently pursue. Developer shall construct the Station Boulevard Crossing (and the School Property Trail Connection if the necessary easements have been secured) within one (1) year after all necessary approval and permits have been obtained. If the Township is unable to secure any necessary easements for construction and use of the School Property Trail Connection during the time in which Developer is completing the Secured Improvements under this Agreement, the parties shall agree to a reasonable alternative to the School Property Trail Connection mutually acceptable to the parties in order to connect the Station Boulevard Crossing to the Township's existing public trail located on its property identified as UPI No. 32-4-492.

- 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 Township Ordinances or the MPC, shall have the meanings and shall be interpreted herein as under the Township Ordinances or the MPC.

2. Construction and Completion of Improvements.

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Township Ordinances; (ii) the Plans (except the Station Boulevard

Crossing, which shall be completed in accordance with Exhibit "C" and Section 1.A(13) hereof); (iii) the provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer and the Financial Institution have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Improvements shall be completed on or before the date occurring three (3) years 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 until such time as said Secured Improvements are transferred or assigned to an individual unit owner or the homeowners'

association created for the Subject Development, provided however, that in the case of Secured Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or otherwise transferred or assigned) Secured Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Secured Improvements" shall mean, without limitation, keeping the Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained in accordance with the design and specifications thereof as shown on the Plans, and with respect to Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other obstructions to motor vehicular traffic thereon and thereafter, and otherwise in a permanently passable condition by and for motor vehicles.

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Township Ordinances, and/or the MPC, and/or otherwise at law or in equity), and provided that Developer is first given written notice and opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement, 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 Secured 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 any dwelling or any building 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 buildings or other structures in, on and/or related to the Subject 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 One Million Three Hundred Sixty-Five Thousand Five Hundred Thirty and 76/100 Dollars (\$1,365,530.76), which is 110% of the total cost estimate of the Secured Improvements as set forth in Exhibit "C" 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. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township and with respect to the same, hereby agrees to tender to the Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township: Not Applicable.

5. **Intentionally Omitted.**

6. **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), and provided that Developer is first given written notice and opportunity to cure by the Township in accordance with Section 5(8) of the Financial Security Agreement and Developer has failed to cure, to: (i) enter upon the Tract and complete all or part of the Secured Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Secured Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Secured 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 reasonable 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 Secured 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 Secured Improvements.

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

A. Developer shall advance and/or reimburse the Township the following:

- (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.
- (2) All costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.

B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.

C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Township Ordinances, 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, and/or to accept dedication (or other transfer or assignment) of any of the items under

Section 4 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **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 Secured Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.
- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable 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.

9. **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.

10. **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

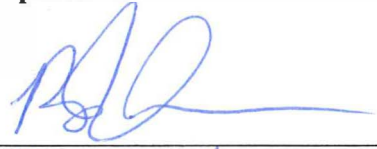
Gwen A. Jonik
Secretary

By: _____
Sandra M. D'Amico
Chairperson

DEVELOPER

**TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation**

Attest: _____

By:  _____
Name: Ben Thierin
Title: Senior Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra M. D'Amico, who acknowledged herself to be the Chairperson 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 12th day of November, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared BRIAN THIERIN, who acknowledged himself/herself to be the SENIOR VICE PRES. of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, 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.

Carla Capone
Notary Public

My Commission Expires:

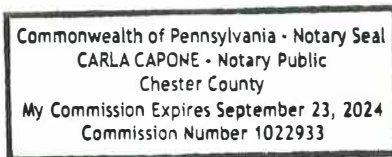


EXHIBIT "A"**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	PC1511922	Cover Sheet	8/16/19	10/26/20
2	PC1511922	Project Notes	8/16/19	10/26/20
3	PC1511922	Site Plan	8/16/19	10/26/20
4	PC1511922	Conservation Plan	8/16/19	10/26/20
5	PC1511922	Site Impact Plan	8/16/19	10/26/20
6	PC1511922	Grading Plan	8/16/19	10/26/20
7	PC1511922	Utility Plan	8/16/19	10/26/20
8	PC1511922	A.D.A. Ramp Details	8/16/19	10/26/20
9	PC1511922	Plan & Profile Begonia Drive	8/16/19	10/26/20
10	PC1511922	Plan & Profile Iris Lane	8/16/19	10/26/20
11	PC1511922	Plan & Profile Iris Lane	8/16/19	10/26/20
12	PC1511922	Storm Profiles	8/16/19	10/26/20
13	PC1511922	Minor Amendment Stage 2 – Overall Soil Erosion & Sediment Pollution Control Plan	8/16/19	10/26/20
14-15	PC1511922	Minor Amendment Stage 2 – Soil Erosion & Sediment Pollution Control Plan	8/16/19	10/26/20
16-17	PC1511922	Minor Amendment Soil Erosion & Sediment Pollution Control Notes	8/16/19	10/26/20
18-20	PC1511922	Minor Amendment Soil Erosion & Sediment Pollution Control Details	8/16/19	10/26/20
21	PC1511922	Landscape Plan	8/16/19	10/26/20
22	PC1511922	Landscape Details & Notes	8/16/19	10/26/20
23	PC1511922	Lighting Plan	8/16/19	10/26/20
24-25	PC1511922	Lighting Details & Notes	8/16/19	10/26/20
26	PC1511922	Delivery Truck Circulation Plan	8/16/19	10/26/20
27	PC1511922	Fire Truck Circulation Plan	8/16/19	10/26/20
28-31	PC1511922	Details	8/16/19	10/26/20
32	PC1511922	Overall Pre-Development Drainage Area Plan	8/16/19	10/26/20

33	PC1511922	Overall Post-Development Drainage Area Plan	8/16/19	10/26/20
34	PC1511922	Overall Inlet Drainage Area Plan	8/16/19	10/26/20
35	PC1511922	Overall Water Quality Plan	8/16/19	10/26/20
36	PC1511922	Minor Amendment Overall Post Construction Stormwater Management Plan	8/16/19	10/26/20
37-38	PC1511922	Minor Amendment Post Construction Stormwater Management Plan	8/16/19	10/26/20
39	PC1511922	Minor Amendment Post Construction Stormwater Management Notes	8/16/19	10/26/20
40-41	PC1511922	Minor Amendment Post Construction Stormwater Management Details	8/16/19	10/26/20

EXHIBIT “B”

FINANCIAL SECURITY



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 3, 2020

File No. 03-0434T2

Mr. Tony Scheivert
Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: Enclave at Chester Springs (aka – Byers Station Parcel 5C / Lot 2A)
Escrow Recommendation- **UPDATED**
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Attached please find a spreadsheet which outlines our recommendation for construction escrow for the above referenced project. This recommendation supersedes my previous approval dated October 23, 2020 and includes some additional roadway securities as well as the removal of a line item for construction inspection as that will now be handled separately. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,365,530.76**.

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)
Gary Chase - Toll Brothers (Via e-mail only)
Alyson Zarro, Esq. RRHC (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.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA 19426

PROJECT NAME: ENCLAVE ATCHESTER SPRINGS
BYERS STATION PARCEL 5C / LOT 2A
PROJECT NUMBER:
PROJECT SPONSOR: BYERS COMMERCIAL, L.P.
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

SUMMARY OF ESCROW ACCOUNT
TOTAL CONSTRUCTION (100%) = \$ 1,241,391.60
TOWNSHIP SECURITY (10%) = \$ 124,139.16

GRAND TOTAL ESCROWED = \$ 1,365,530.76

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING												
1.	CLEARING AND GRUBBING	LS	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
SUBTOTAL ITEM A					\$ 3,500.00		\$ -		\$ -		\$ 3,500.00	0%
B. E&S CONTROL												
2.	CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
3.	18" SILT SOCK	LF	600	\$ 6.00	\$ 3,600.00		\$ -		\$ -	600	\$ 3,600.00	0%
4.	24" SILT SOCK	LF	300	\$ 10.00	\$ 3,000.00		\$ -		\$ -	300	\$ 3,000.00	0%
5.	32" SILT SOCK	LF	400	\$ 14.00	\$ 5,600.00		\$ -		\$ -	400	\$ 5,600.00	0%
6.	EROSION CONTROL MATTING	SF	33,000	\$ 0.25	\$ 8,250.00		\$ -		\$ -	33,000	\$ 8,250.00	0%
7.	INLET PROTECTION	EA	1	\$ 115.00	\$ 115.00		\$ -		\$ -	1	\$ 115.00	0%
8.	STOCKPILE - 18" SILT FENCE	LF	400	\$ 1.50	\$ 600.00		\$ -		\$ -	400	\$ 600.00	0%
9.	TEMP SEED & MULCH	SF	350,000	\$ 0.04	\$ 14,000.00		\$ -		\$ -	350,000	\$ 14,000.00	0%
10.	CONVERT SED BASIN #1 TO BIO BASIN	LS	1	\$ 145,000.00	\$ 145,000.00		\$ -		\$ -	1	\$ 145,000.00	0%
11.	CONVERT SED BASIN #2 TO BIO BASIN	LS	1	\$ 275,000.00	\$ 275,000.00		\$ -		\$ -	1	\$ 275,000.00	0%
SUBTOTAL ITEM B					\$ 458,165.00		\$ -		\$ -		\$ 458,165.00	0%
C. EARTHWORK												
10.	STRIP TOPSOIL	CY	3,000	\$ 2.50	\$ 7,500.00		\$ -		\$ -	3,000	\$ 7,500.00	0%
11.	CUT/FILL	CY	6,500	\$ 2.50	\$ 16,250.00		\$ -		\$ -	6,500	\$ 16,250.00	0%
12.	RETURN TOPSOIL	CY	2,000	\$ 3.40	\$ 6,800.00		\$ -		\$ -	2,000	\$ 6,800.00	0%
SUBTOTAL ITEM C					\$ 30,550.00		\$ -		\$ -		\$ 30,550.00	0%
D. STORM SEWER												
13.	15" HDPE	LF	877	\$31.00	\$ 27,187.00		\$ -		\$ -	877	\$ 27,187.00	0%
14.	24" HDPE	LF	1543	\$40.00	\$ 61,720.00		\$ -		\$ -	1,543	\$ 61,720.00	0%
15.	30" HDPE	LF	120	\$80.00	\$ 9,600.00		\$ -		\$ -	120	\$ 9,600.00	0%
16.	STD TYPE C INLET	EA	31	\$2,200.00	\$ 68,200.00		\$ -		\$ -	31	\$ 68,200.00	0%
17.	REMOVE & REPLACE TYPE C INLET	EA	1	\$4,000.00	\$ 4,000.00		\$ -		\$ -	1	\$ 4,000.00	0%
18.	STD TYPE M INLET	EA	3	\$2,200.00	\$ 6,600.00		\$ -		\$ -	3	\$ 6,600.00	0%
19.	STORM MANHOLE	EA	5	\$2,500.00	\$ 12,500.00		\$ -		\$ -	5	\$ 12,500.00	0%
20.	ENDWALLS	EA	5	\$1,250.00	\$ 6,250.00		\$ -		\$ -	5	\$ 6,250.00	0%
21.	RIP-RAP APRONS	TN	42	\$45.00	\$ 1,890.00		\$ -		\$ -	42	\$ 1,890.00	0%
SUBTOTAL ITEM D					\$ 197,947.00		\$ -		\$ -		\$ 197,947.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: **ENCLAVE ATCHESTER SPRINGS
BYERS STATION PARCEL 5C / LOT 2A**

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER:

TOTAL CONSTRUCTION (100%) = \$ 1,241,391.60
TOWNSHIP SECURITY (10%) = \$ 124,139.16

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

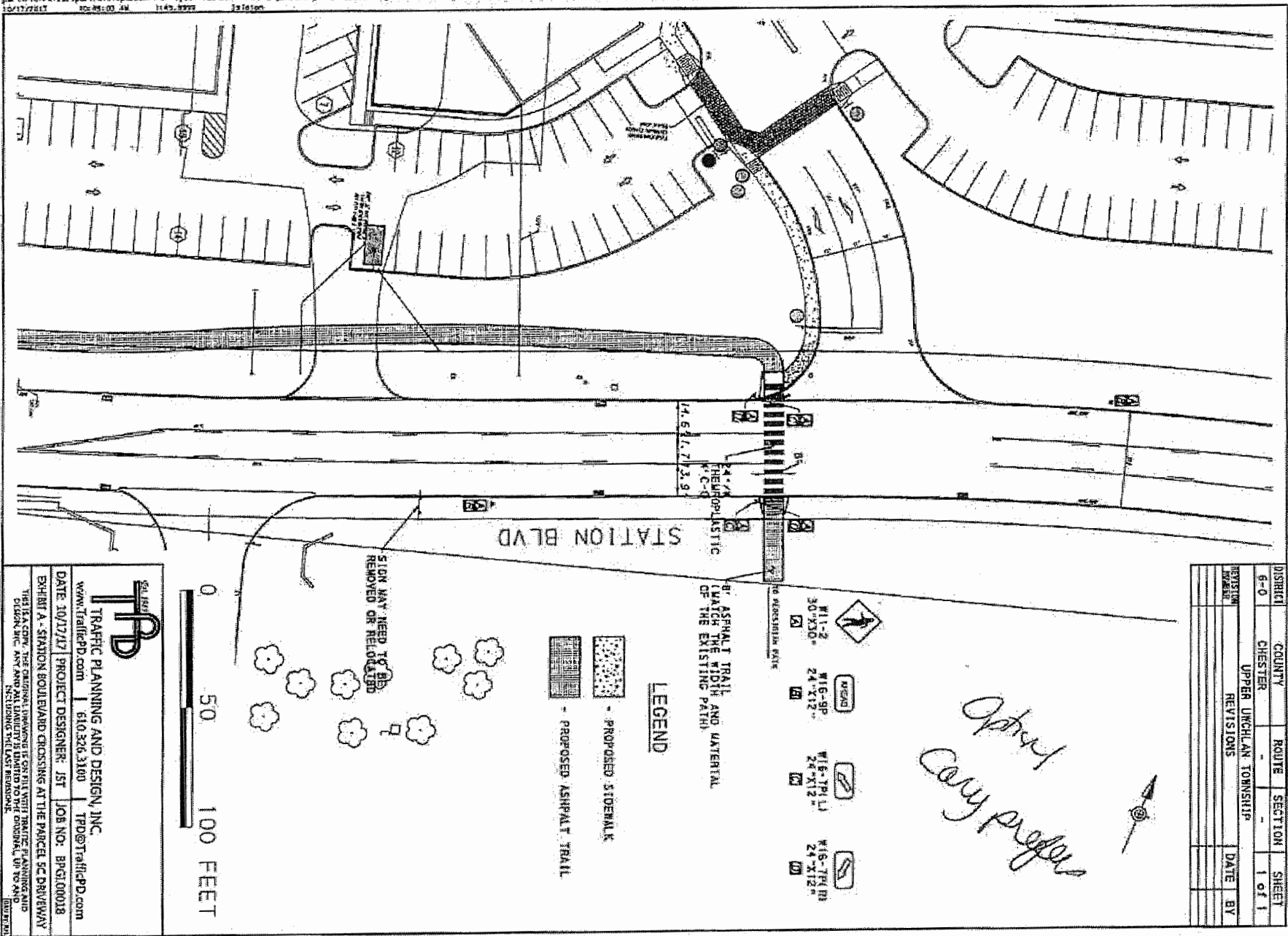
GRAND TOTAL ESCROWED = \$ **1,365,530.76**

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION						CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
E. PAVING & CURBING												
22.	FINE GRADE	SY	5,910	\$1.06	\$ 6,264.60		\$ -		\$ -	5,910	\$ 6,264.60	0%
23.	5" 2A MODIFIED	SY	5,910	\$6.00	\$ 35,460.00		\$ -		\$ -	5,910	\$ 35,460.00	0%
24.	5" 25MM BASE	SY	5,910	\$20.00	\$ 118,200.00		\$ -		\$ -	5,910	\$ 118,200.00	0%
25.	3" 19MM BINDER	SY	5,910	\$13.00	\$ 76,830.00		\$ -		\$ -	5,910	\$ 76,830.00	0%
26.	CLEAN & TACK	SY	5,910	\$0.50	\$ 2,955.00		\$ -		\$ -	5,910	\$ 2,955.00	0%
27.	1.5" 9.5MM WEARINGS	SY	5,910	\$8.00	\$ 47,280.00		\$ -		\$ -	5,910	\$ 47,280.00	0%
28.	BELGIAN BLOCK	LF	3,570	\$17.00	\$ 60,690.00		\$ -		\$ -	3,570	\$ 60,690.00	0%
29.	WALKING TRAIL	SY	395	\$40.00	\$ 15,800.00		\$ -		\$ -	395	\$ 15,800.00	0%
30.	CONCRETE SIDEWALK	SF	6,400	\$4.00	\$ 25,600.00		\$ -		\$ -	6,400	\$ 25,600.00	0%
SUBTOTAL ITEM E					\$ 389,079.60		\$ -		\$ -		\$ 389,079.60	0%
F. SURVEYING												
31.	CONSTRUCTION STAKING	LS	1	\$30,000.00	\$ 30,000.00		\$ -		\$ -	1	\$ 30,000.00	0%
32.	MONUMENTATION	LS	1	\$7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	0%
33.	AS-BUILTS	LS	1	\$10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	0%
SUBTOTAL ITEM F					\$ 47,500.00		\$ -		\$ -		\$ 47,500.00	0%
G. LANDSCAPING												
34.	ORNAMENTAL TREES	EA	64	\$225.00	\$ 14,400.00		\$ -		\$ -	64	\$ 14,400.00	0%
35.	EVERGREEN TREES	EA	38	\$225.00	\$ 8,550.00		\$ -		\$ -	38	\$ 8,550.00	0%
SUBTOTAL ITEM G					\$ 22,950.00		\$ -		\$ -		\$ 22,950.00	0%
H. MISCELLANEOUS												
36.	STREET LIGHTS	EA	7	\$3,500.00	\$ 24,500.00		\$ -		\$ -	7	\$ 24,500.00	0%
37.	ADA RAMP W/TRUNCATED DOMES	EA	2	\$1,000.00	\$ 2,000.00		\$ -		\$ -	2	\$ 2,000.00	0%
38.	SIGNS	EA	21	\$200.00	\$ 4,200.00		\$ -		\$ -	21	\$ 4,200.00	0%
39.	PAVEMENT MARKINGS	LS	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
40.	STATION BLVD CROSSING	LS	1	\$60,000.00	\$ 60,000.00		\$ -		\$ -	1	\$ 60,000.00	0%
SUBTOTAL ITEM H					\$ 91,700.00		\$ -		\$ -		\$ 91,700.00	0%
TOTAL IMPROVEMENTS - ITEMS A-H					\$ 1,241,391.60		\$ -		\$ -		\$ 1,241,391.60	0%
I.	RETAINAGE (10%)						\$ -					
J.	TOWNSHIP SECURITY (10%)				\$ 124,139.16		\$ -		\$ -		\$ 124,139.16	0%
NET CONSTRUCTION RELEASE							\$ -		\$ -		\$ 1,365,530.76	
SURETY AMOUNT					\$ 1,365,530.76		\$ -		\$ -		\$ 1,365,530.76	0%

EXHIBIT “C”

STATION BOULEVARD CROSSING



FINANCIAL SECURITY AGREEMENT

ENCLAVE AT CHESTER SPRINGS – LOT 2A OF PARCEL 5C **SITE IMPROVEMENTS**

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2020 by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (“Developer”).

BACKGROUND:

A. Developer proposes to develop a ±9.328 acre piece of property, known as part of Chester County Tax Parcel No. 32-4-1090 and identified as “Lot 2A” of “Parcel 5C” of the Byers Station Planned Residential Development, situate at the northwest corner of Station Boulevard and Graphite Mine Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed planned residential development known as “Enclave at Chester Springs” (“Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted planned residential development approval of the Development on October 14, 2019. Developer’s predecessor in title received final approval of the planned residential development plans for the Development, subject to, among other things Developer entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

1. Definitions; Interpretation.

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

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

(2) "Tract" shall mean all that certain ± 9.328 acre tract designated as "Lot 2A" on the Plans which is situate at the northwest corner of Station Boulevard and Graphite Mine 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 planned residential development plan set entitled "Amended Final PRD Plans 'Final Plan for Lot 2A of Parcel 5C' prepared by Bohler Engineering, dated August 16, 2019, last revised October 26, 2020, consisting of forty-one (41) sheets, as more particularly described in the Development Agreement.

(4) "Subject Development" shall mean the proposed land development of the Tract with fifty-five (55) townhouse dwelling units together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the proposed Subject 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 and excluding sanitary sewer improvements, which are subject to separate Development and Financial Security Agreements between Developer and the Township.

(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) "Surety" shall mean the bonding company chosen by Developer and approved by the Township, which issues the Financial Security to the Township. The Surety 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 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 Surety to Developer, in form and content satisfactory to the Township Solicitor.

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

C. The initial amount of the Financial Security shall be One Million Three Hundred Sixty-Five Thousand Five Hundred Thirty and 76/100 Dollars (\$1,365,530.76) 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 the Secured Improvements, before construction of the Improvements may begin, Developer shall deposit with the Township a sum of money equal to Sixty-Two Thousand Sixty-Nine and 55/100 Dollars (\$62,069.55) which sum represents 5% of the estimated cost of the 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 for the costs of its professional consultants and Township Municipal Authority engineer's inspection of the Secured Improvements ("Inspection Fees"). The Township may pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 5% of the estimated cost of construction of the Secured Improvements remaining to be completed on deposit. The Inspection Escrow shall be used by the Township solely to pay the invoices of the Inspection Fees. The Township shall provide a copy of all invoices for the Inspection Fees to the Developer. Notwithstanding the foregoing, Developer shall have the right to dispute invoices for the Inspection Fees in accordance with the provisions of Section 510(g) of the MPC.

E. A notation shall appear on the records of the Surety 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, 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 as of the Completion Date or any extension of the Completion Date to which the Township has agreed.

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 Surety 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 "C" 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 Surety 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 Surety 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 declare a forfeiture of 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 Surety from any and all liability with respect to honoring any such draws by the Township unless finally adjudicated to have been caused by the gross negligence of willful misconduct of the Surety.

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

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

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

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all Improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the Surety 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 Surety 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 Surety 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 Surety, 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 Surety demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Surety Non-Responsibility.

A. Developer agrees that Surety 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 Surety 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 Surety is to take or not take with respect to the Financial Security.

C. Developer and Surety further agree that the obligations of the Surety 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 Surety 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 Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Surety 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 Surety 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 Surety 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 Surety's obligations under this Section shall render the Surety 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 Surety 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 A. Jonik
Secretary

By: _____
Sandra M. D'Amico
Chairperson

DEVELOPER
TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

Attest:

By: 
Name: ~~Senior~~ Brian Theriault
Title: Senior Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra A. D’Amico, who acknowledged herself to be the Chairperson 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 an official seal the day and year aforesaid.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 12th day of November, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Brian Thierin, who acknowledged himself/herself to be the SENIOR VICE PRESIDENT of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that 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.

Carla Capone

Notary Public

My Commission Expires:

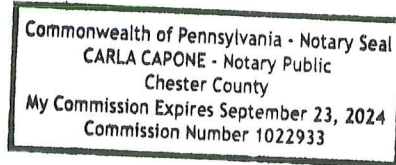


EXHIBIT "A"

List of Secured Improvements



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 3, 2020

File No. 03-0434T2

Mr. Tony Scheivert
Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: Enclave at Chester Springs (aka – Byers Station Parcel 5C / Lot 2A)
Escrow Recommendation- **UPDATED**
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Attached please find a spreadsheet which outlines our recommendation for construction escrow for the above referenced project. This recommendation supersedes my previous approval dated October 23, 2020 and includes some additional roadway securities as well as the removal of a line item for construction inspection as that will now be handled separately. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,365,530.76**.

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)
Gary Chase - Toll Brothers (Via e-mail only)
Alyson Zarro, Esq. RRHC (Via e-mail only)

BUILDING ON A FOUNDATION OF EXCELLENCE

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.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA 19426

PROJECT NAME:	ENCLAVE ATCHESTER SPRINGS	SUMMARY OF ESCROW ACCOUNT	
	BYERS STATION PARCEL 5C / LOT 2A	TOTAL CONSTRUCTION (100%) = \$	1,241,391.60
PROJECT NUMBER:		TOWNSHIP SECURITY (10%) = \$	124,139.16
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.	GRAND TOTAL ESCROWED = \$	1,365,530.76
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	RELEASE NO.:	0
		REQUEST DATE:	

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING												
1.	CLEARING AND GRUBBING	LS	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
SUBTOTAL ITEM A					\$ 3,500.00		\$ -		\$ -		\$ 3,500.00	0%
B. E&S CONTROL												
2.	CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
3.	18" SILT SOCK	LF	600	\$ 6.00	\$ 3,600.00		\$ -		\$ -	600	\$ 3,600.00	0%
4.	24" SILT SOCK	LF	300	\$ 10.00	\$ 3,000.00		\$ -		\$ -	300	\$ 3,000.00	0%
5.	32" SILT SOCK	LF	400	\$ 14.00	\$ 5,600.00		\$ -		\$ -	400	\$ 5,600.00	0%
6.	EROSION CONTROL MATTING	SF	33,000	\$ 0.25	\$ 8,250.00		\$ -		\$ -	33,000	\$ 8,250.00	0%
7.	INLET PROTECTION	EA	1	\$ 115.00	\$ 115.00		\$ -		\$ -	1	\$ 115.00	0%
8.	STOCKPILE - 18" SILT FENCE	LF	400	\$ 1.50	\$ 600.00		\$ -		\$ -	400	\$ 600.00	0%
9.	TEMP SEED & MULCH	SF	350,000	\$ 0.04	\$ 14,000.00		\$ -		\$ -	350,000	\$ 14,000.00	0%
10.	CONVERT SED BASIN #1 TO BIO BASIN	LS	1	\$ 145,000.00	\$ 145,000.00		\$ -		\$ -	1	\$ 145,000.00	0%
11.	CONVERT SED BASIN #2 TO BIO BASIN	LS	1	\$ 275,000.00	\$ 275,000.00		\$ -		\$ -	1	\$ 275,000.00	0%
SUBTOTAL ITEM B					\$ 458,165.00		\$ -		\$ -		\$ 458,165.00	0%
C. EARTHWORK												
10.	STRIP TOPSOIL	CY	3,000	\$ 2.50	\$ 7,500.00		\$ -		\$ -	3,000	\$ 7,500.00	0%
11.	CUT/FILL	CY	6,500	\$ 2.50	\$ 16,250.00		\$ -		\$ -	6,500	\$ 16,250.00	0%
12.	RETURN TOPSOIL	CY	2,000	\$ 3.40	\$ 6,800.00		\$ -		\$ -	2,000	\$ 6,800.00	0%
SUBTOTAL ITEM C					\$ 30,550.00		\$ -		\$ -		\$ 30,550.00	0%
D. STORM SEWER												
13.	15" HDPE	LF	877	\$31.00	\$ 27,187.00		\$ -		\$ -	877	\$ 27,187.00	0%
14.	24" HDPE	LF	1543	\$40.00	\$ 61,720.00		\$ -		\$ -	1,543	\$ 61,720.00	0%
15.	30" HDPE	LF	120	\$80.00	\$ 9,600.00		\$ -		\$ -	120	\$ 9,600.00	0%
16.	STD TYPE C INLET	EA	31	\$2,200.00	\$ 68,200.00		\$ -		\$ -	31	\$ 68,200.00	0%
17.	REMOVE & REPLACE TYPE C INLET	EA	1	\$4,000.00	\$ 4,000.00		\$ -		\$ -	1	\$ 4,000.00	0%
18.	STD TYPE M INLET	EA	3	\$2,200.00	\$ 6,600.00		\$ -		\$ -	3	\$ 6,600.00	0%
19.	STORM MANHOLE	EA	5	\$2,500.00	\$ 12,500.00		\$ -		\$ -	5	\$ 12,500.00	0%
20.	ENDWALLS	EA	5	\$1,250.00	\$ 6,250.00		\$ -		\$ -	5	\$ 6,250.00	0%
21.	RIP-RAP APRONS	TN	42	\$45.00	\$ 1,890.00		\$ -		\$ -	42	\$ 1,890.00	0%
SUBTOTAL ITEM D					\$ 197,947.00		\$ -		\$ -		\$ 197,947.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: ENCLAVE ATCHESTER SPRINGS		SUMMARY OF ESCROW ACCOUNT	
PROJECT NUMBER: BYERS STATION PARCEL 5C / LOT 2A		TOTAL CONSTRUCTION (100%) = \$	1,241,391.60
		TOWNSHIP SECURITY (10%) = \$	124,139.16
PROJECT SPONSOR: BYERS COMMERCIAL, L.P.		GRAND TOTAL ESCROWED = \$	1,365,530.76
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP		RELEASE NO.:	0
		REQUEST DATE:	

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
E. PAVING & CURBING												
		SY	5,910	\$1.06	\$ 6,264.60		\$ -		\$ -	5,910	\$ 6,264.60	0%
22.	FINE GRADE	SY	5,910	\$6.00	\$ 35,460.00		\$ -		\$ -	5,910	\$ 35,460.00	0%
23.	5" 2A MODIFIED	SY	5,910	\$20.00	\$ 118,200.00		\$ -		\$ -	5,910	\$ 118,200.00	0%
24.	5" 25MM BASE	SY	5,910	\$13.00	\$ 76,830.00		\$ -		\$ -	5,910	\$ 76,830.00	0%
25.	3" 19MM BINDER	SY	5,910	\$0.50	\$ 2,955.00		\$ -		\$ -	5,910	\$ 2,955.00	0%
26.	CLEAN & TACK	SY	5,910	\$8.00	\$ 47,280.00		\$ -		\$ -	5,910	\$ 47,280.00	0%
27.	1.5" 9.5MM WEARING	SY	5,910	\$17.00	\$ 60,690.00		\$ -		\$ -	3,570	\$ 60,690.00	0%
28.	BELGIAN BLOCK	LF	3,570	\$17.00	\$ 60,690.00		\$ -		\$ -	395	\$ 15,800.00	0%
29.	WALKING TRAIL	SY	395	\$40.00	\$ 15,800.00		\$ -		\$ -	6,400	\$ 25,600.00	0%
30.	CONCRETE SIDEWALK	SF	6,400	\$4.00	\$ 25,600.00		\$ -		\$ -			
SUBTOTAL ITEM E					\$ 389,079.60		\$ -		\$ -		\$ 389,079.60	0%
F. SURVEYING												
		LS	1	\$30,000.00	\$ 30,000.00		\$ -		\$ -	1	\$ 30,000.00	0%
31.	CONSTRUCTION STAKING	LS	1	\$7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	0%
32.	MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	0%
33.	AS-BUILTS	LS	1									
SUBTOTAL ITEM F					\$ 47,500.00		\$ -		\$ -		\$ 47,500.00	0%
G. LANDSCAPING												
		EA	64	\$225.00	\$ 14,400.00		\$ -		\$ -	64	\$ 14,400.00	0%
34.	ORNAMENTAL TREES	EA	38	\$225.00	\$ 8,550.00		\$ -		\$ -	38	\$ 8,550.00	0%
35.	EVERGREEN TREES											
SUBTOTAL ITEM G					\$ 22,950.00		\$ -		\$ -		\$ 22,950.00	0%
H. MISCELLANEOUS												
		EA	7	\$3,500.00	\$ 24,500.00		\$ -		\$ -	7	\$ 24,500.00	0%
36.	STREET LIGHTS	EA	2	\$1,000.00	\$ 2,000.00		\$ -		\$ -	2	\$ 2,000.00	0%
37.	ADA RAMP W/TRUNCATED DOMES	EA	21	\$200.00	\$ 4,200.00		\$ -		\$ -	21	\$ 4,200.00	0%
38.	SIGNS	EA	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
39.	PAVEMENT MARKINGS	LS	1	\$60,000.00	\$ 60,000.00		\$ -		\$ -	1	\$ 60,000.00	0%
40.	STATION BLVD CROSSING	LS	1									
SUBTOTAL ITEM H					\$ 91,700.00		\$ -		\$ -		\$ 91,700.00	0%
TOTAL IMPROVEMENTS - ITEMS A-H					\$ 1,241,391.60		\$ -		\$ -		\$ 1,241,391.60	0%
I.	RETAINAGE (10%)						\$ -					
					\$ 124,139.16		\$ -		\$ -		\$ 124,139.16	0%
J.	TOWNSHIP SECURITY (10%)											
NET CONSTRUCTION RELEASE							\$ -		\$ -		\$ 1,365,530.76	
SURETY AMOUNT					\$ 1,365,530.76		\$ -		\$ -		\$ 1,365,530.76	0%

EXHIBIT "B"

NOT APPLICABLE

EXHIBIT "C"

**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 Toll Mid-Atlantic LP Company, Inc., ("Developer"), dated _____, 2020, concerning the construction, installation and completion of Improvements in the Enclave at Chester Springs, Byers Station Planned Residential Development, Parcel 5C, Lot 2A Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE [Insert Name of Surety], 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

LAND DEVELOPMENT AGREEMENT

ENCLAVE AT CHESTER SPRINGS – LOT 2A OF PARCEL 5C **SANITARY SEWER IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2020, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (“Developer”).

BACKGROUND:

- A. Developer proposes to develop a ±9.328 acre piece of property, known as part of Chester County Tax Parcel No. 32-4-1090 and identified as “Lot 2A” of “Parcel 5C” of the Byers Station Planned Residential Development, situate at the northwest corner of Station Boulevard and Graphite Mine Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed planned residential development known as “Enclave at Chester Springs” (“Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final planned residential development approval of the Development on October 14, 2019. Developer’s predecessor in title received final approval of the planned residential development plans for the Development, subject to, among other things Developer entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. Definitions; Interpretation.

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
 - (1) “Tract” shall mean all that certain ±9.328 acre tract designated as “Lot 2A” on the Plans located at the northwest corner of Station

Boulevard and Graphite Mine 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 planned residential development plan entitled "Amended Final PRD Plans 'Final Plan for Lot 2A of Parcel 5C'" prepared by Bohler Engineering, dated August 16, 2019, last revised October 26, 2020, consisting of forty-one (41) 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 Development" or "Project" shall mean the proposed land development of the Tract with fifty-five (55) townhouse dwelling units, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Development, as the same are more fully depicted on the Plans.
- (4) "Improvements" shall mean all those sanitary sewers, as the same are more fully shown, identified or otherwise described on and by the Plans. The other site improvements for the Project are subject to separate Development and Financial Security Agreements between Developer and the Township.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached hereto as Exhibit "B" and made a part hereof.
- (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) "Surety" shall mean the bonding company chosen by Developer and approved by the Township, which issues the Financial Security with the Township. The Surety must be 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) "Township Ordinances" shall mean the Upper Uwchlan Township Zoning Ordinance and Subdivision and Land Development Ordinance, as such Ordinances has been amended and now exist and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Development shall be subject to the provisions of Section 711(d) 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 Township Ordinances or the MPC, shall have the meanings and shall be interpreted herein as under the Township Ordinances or the MPC.

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

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

conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer and the Financial Institution have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Improvements shall be completed on or before the date occurring three (3) years 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 until such time as said Secured Improvements are transferred or assigned to an individual unit owner or the homeowners' association created for the Subject Development, provided however, that in the case of Secured Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or

otherwise transferred or assigned) Secured Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Secured Improvements" shall mean, without limitation, keeping the Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained in accordance with the design and specifications thereof as shown on the Plans.

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Township Ordinances, and/or the MPC, and/or otherwise at law or in equity), and provided that Developer is first given written notice and opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement, 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 Secured 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 any dwelling or any building 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 buildings or other structures in, on and/or related to the Subject 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 One Hundred Forty-Seven Thousand Three Hundred Ninety-Six and 00/100 (\$147,396.00), which is 110% of the total cost estimate of the Secured Improvements plus an additional 10% of the cost estimate of the Secured Improvements for testing/televising/inspections as set forth in Exhibit "C" 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. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township and with respect to the same, hereby agrees to tender to the Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township:
 - (1) All sanitary sewer easement areas, and the sanitary sewer facilities constructed within such easement areas, as are shown on the Plans.

B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:

- (1) Certification by the Township Engineer and/or the Upper Uwchlan Township Municipal Authority Solicitor that all Improvements which are to be dedicated have been satisfactorily completed fully in accordance with the terms of Section 2 above;
- (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Improvements to be accepted for dedication; and
- (3) Advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 7 below;

5. **Maintenance Bond or Other Financial Security.**

The maintenance bond or other financial security, to be deposited by Developer under Section 4.B(2) above as a condition to the Township's acceptance of dedication of any of the Improvements offered for dedication under Section 4.A shall be in accordance with the following:

- (1) The form and provisions of the bond or other financial security shall reasonably be approved by the Township Solicitor;
- (2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC;
- (3) The bond or other financial security shall be posted with (1) a bonding company; or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;
- (4) The bond or other financial security shall provide for and secure to the public, as represented by the Township with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement, in accordance with the design and specifications thereof as shown on the Plans, for a term of eighteen (18) months from the date when the Township accepts dedication of each such Improvement;
- (5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing

or otherwise completing the dedicated Improvements covered by the bond or other financial security;

- (6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term and provided that written notice and opportunity to cure has first been given to Developer and Developer has failed to cure, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to the Township, or its order, from time to time, as the Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and
- (7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to the Township of and for all costs, expenses and fees under and in accordance with Section 7 below.

6. **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), and provided that Developer is first given written notice and opportunity to cure by the Township in accordance with Section 5(8) of the Financial Security Agreement and Developer has failed to cure, to: (i) enter upon the Tract and complete all or part of the Secured Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Secured Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Secured 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 reasonable 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 Secured 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 Secured Improvements.

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

- A. Developer shall advance and/or reimburse the Township the following:
 - (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.

- (2) All costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.
- B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.
- C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Township Ordinances, 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, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 4 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **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 Secured Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The

Township disclaims all liability for design, construction, installation or operational defects.

- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable 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.

9. **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.

10. **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


Gwen A. Jonik
Secretary

By: _____
Sandra M. D'Amico
Chairperson

DEVELOPER

TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

Attest: _____

By:  _____
Name: Brian Thierman
Title: Senior Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra M. D'Amico, who acknowledged herself to be the Chairperson 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 12th day of November, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Brian Thierlein, who acknowledged himself/herself to be the Senior VICE PRES. of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, 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.

Carla Capone
Notary Public

My Commission Expires:

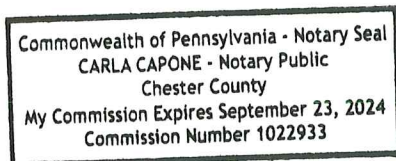


EXHIBIT "A"

PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	PC1511922	Cover Sheet	8/16/19	10/26/20
2	PC1511922	Project Notes	8/16/19	10/26/20
3	PC1511922	Site Plan	8/16/19	10/26/20
4	PC1511922	Conservation Plan	8/16/19	10/26/20
5	PC1511922	Site Impact Plan	8/16/19	10/26/20
6	PC1511922	Grading Plan	8/16/19	10/26/20
7	PC1511922	Utility Plan	8/16/19	10/26/20
8	PC1511922	A.D.A. Ramp Details	8/16/19	10/26/20
9	PC1511922	Plan & Profile Begonia Drive	8/16/19	10/26/20
10	PC1511922	Plan & Profile Iris Lane	8/16/19	10/26/20
11	PC1511922	Plan & Profile Iris Lane	8/16/19	10/26/20
12	PC1511922	Storm Profiles	8/16/19	10/26/20
13	PC1511922	Minor Amendment Stage 2 – Overall Soil Erosion & Sediment Pollution Control Plan	8/16/19	10/26/20
14-15	PC1511922	Minor Amendment Stage 2 – Soil Erosion & Sediment Pollution Control Plan	8/16/19	10/26/20
16-17	PC1511922	Minor Amendment Soil Erosion & Sediment Pollution Control Notes	8/16/19	10/26/20
18-20	PC1511922	Minor Amendment Soil Erosion & Sediment Pollution Control Details	8/16/19	10/26/20
21	PC1511922	Landscape Plan	8/16/19	10/26/20
22	PC1511922	Landscape Details & Notes	8/16/19	10/26/20
23	PC1511922	Lighting Plan	8/16/19	10/26/20
24-25	PC1511922	Lighting Details & Notes	8/16/19	10/26/20
26	PC1511922	Delivery Truck Circulation Plan	8/16/19	10/26/20
27	PC1511922	Fire Truck Circulation Plan	8/16/19	10/26/20
28-31	PC1511922	Details	8/16/19	10/26/20
32	PC1511922	Overall Pre-Development Drainage Area Plan	8/16/19	10/26/20

33	PC1511922	Overall Post-Development Drainage Area Plan	8/16/19	10/26/20
34	PC1511922	Overall Inlet Drainage Area Plan	8/16/19	10/26/20
35	PC1511922	Overall Water Quality Plan	8/16/19	10/26/20
36	PC1511922	Minor Amendment Overall Post Construction Stormwater Management Plan	8/16/19	10/26/20
37-38	PC1511922	Minor Amendment Post Construction Stormwater Management Plan	8/16/19	10/26/20
39	PC1511922	Minor Amendment Post Construction Stormwater Management Notes	8/16/19	10/26/20
40-41	PC1511922	Minor Amendment Post Construction Stormwater Management Details	8/16/19	10/26/20

EXHIBIT "B"

FINANCIAL SECURITY



October 13, 2020

Trappe Office

350 West Main Street, Suite 200

Trappe, PA 19426

T 610.495.0303

Tony Scheivert, Township Manager
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

RE: The Village at Byers Station (Parcel 5C) – Lot 2A (Residential Parcel)
Sanitary Sewer Escrow Estimate Review
ARRO #10270.54

Dear Tony:

ARRO Consulting, Inc. has completed its review of the sanitary sewer escrow estimate for The Village at Byers Station (Parcel 5C) Lot 2A Residential Parcel subdivision, transmitted by email from Toll Brothers to ARRO on October 12, 2020, as attached. The escrow unit quantities were compared against Sheet Numbers 9, 10 and 11 of 41 of the Byers Station Amended Final PRD Plans "Final Plan for Lot 2A & 2B of Parcel 5C" as prepared by Bohler Engineering, dated March 25, 2019, and last revised October 8, 2020.

ARRO has no comments to the \$147,396.00 sanitary sewer escrow estimate.

If you have any questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,

G. Matthew Brown, P.E., DEE
President & CEO

Attachment

GMB:

c: Gary Chase – Toll Brothers
David Leh, P.E. – Gilmore & Associates
David Schlott, Jr., P.E. – ARRO Consulting, Inc.
Jay R. Jackson, P.E. – ARRO Consulting, Inc.

\\mifile3\Active Projects\Upper Uwchlan Township Municipal Authority\Village at Byers Station 5C (Lot 2)
10270.54\UUT\Escrow\Review\VBS (5C, Lot 2A)_Escrow Review Ltr_101320.doc

Corporate Headquarters • 108 West Airport Road • Lititz, PA 17543

T 717.569.7021 • F 717.560.0577 • www.thearrogroup.com

OUT IN FRONT

BYERS COMMERCIAL, L.P.
VILLAGE AT BYERS STATION- LOT 2A RESEDENTIAL
UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
9/17/2020

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	1,087	LF	\$40.00	\$ 43,480.00		\$ -	0	\$ -	1087	\$ 43,480.00	0%
6" PVC SDR35 LATERALS	1,375	LF	\$27.00	\$ 37,125.00		\$ -	0	\$ -	1375	\$ 37,125.00	0%
6" PVC SDR35 LATERAL CONNECTIONS	55	EA	\$175.00	\$ 9,625.00		\$ -	0	\$ -	55	\$ 9,625.00	0%
MANHOLES (4' Diameter)	7	EA	\$2,800.00	\$ 19,600.00		\$ -	0	\$ -	7	\$ 19,600.00	0%
SUBTOTAL				\$ 109,830.00		\$ -		\$ -		\$ 109,830.00	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 4,000.00		\$ -		\$ -		\$ 4,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,500.00	\$ 5,500.00		\$ -	0%	\$ -	100%	\$ 5,500.00	0%
AS BUILTS	1	LS	\$3,500.00	\$ 3,500.00		\$ -	0%	\$ -	100%	\$ 3,500.00	0%
SUBTOTAL				\$ 9,000.00		\$ -		\$ -		\$ 9,000.00	
TOTAL IMPROVEMENTS				\$ 122,830.00		\$ -		\$ -		\$ 122,830.00	0%
TOWNSHIP SECURITY (10%)	1	LS		\$ 12,283.00		\$ -	0%	\$ -	100%	\$ 12,283.00	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS		\$ 12,283.00		\$ -	0%	\$ -	100%	\$ 12,283.00	0%
TOTAL AMOUNT OF ESCROW				\$ 147,396.00		\$ -		\$ -		\$ 147,396.00	0%

SUBMITTED:

BYERS COMMERCIAL, L.P.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

FINANCIAL SECURITY AGREEMENT

ENCLAVE AT CHESTER SPRINGS – LOT 2A OF PARCEL 5C
SANITARY SEWER IMPROVEMENTS

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2020 by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (“Developer”).

BACKGROUND:

A. Developer proposes to develop a ±9.328 acre piece of property, known as part of Chester County Tax Parcel No. 32-4-1090 and identified as “Lot 2A” of “Parcel 5C” of the Byers Station Planned Residential Development, situate at the northwest corner of Station Boulevard and Graphite Mine Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed planned residential development known as “Enclave at Chester Springs” (“Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted planned residential development approval of the Development on October 14, 2019. Developer’s predecessor in title received final approval of the planned residential development plans for the Development, subject to, among other things Developer entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

1. Definitions; Interpretation.

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

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

(2) "Tract" shall mean all that certain ± 9.328 acre tract designated as "Lot 2A" on the Plans which is situate at the northwest corner of Station Boulevard and Graphite Mine 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 planned residential development plan set entitled "Amended Final PRD Plans 'Final Plan for Lot 2A of Parcel 5C' prepared by Bohler Engineering, dated August 16, 2019, last revised October 26, 2020, consisting of forty-one (41) sheets, as more particularly described in the Development Agreement.

(4) "Subject Development" shall mean the proposed land development of the Tract with fifty-five (55) townhouse dwelling units together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the proposed Subject Development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the sanitary sewer Improvements that are to be located on the Tract as depicted on the Plans and excluding all other improvements, which are subject to separate Development and Financial Security Agreements between Developer and the Township.

(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) "Surety" shall mean the bonding company chosen by Developer and approved by the Township, which issues the Financial Security to the Township. The Surety 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 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 Surety to Developer, in form and content satisfactory to the Township Solicitor.

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

C. The initial amount of the Financial Security shall be One Hundred Forty-Seven Three Hundred Ninety-Six and 00/100 Dollars (\$147,396.00) 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 the Secured Improvements, before construction of the Improvements may begin, Developer shall deposit with the Township a sum of money equal to Six Thousand Seven Hundred Fifty-Five and 65/100 Dollars (\$6,755.65) which sum represents 5% of the estimated cost of the 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 for the costs of its professional consultants and Township Municipal Authority engineer's inspection of the Secured Improvements ("Inspection Fees"). The Township may pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 5% of the estimated cost of construction of the Secured Improvements remaining to be completed on deposit. The Inspection Escrow shall be used by the Township solely to pay the invoices of the Inspection Fees. The Township shall provide a copy of all invoices for the Inspection Fees to the Developer. Notwithstanding the foregoing, Developer shall have the right to dispute invoices for the Inspection Fees in accordance with the provisions of Section 510(g) of the MPC.

E. A notation shall appear on the records of the Surety 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, 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 as of the Completion Date or any extension of the Completion Date to which the Township has agreed.

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 Surety 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 "C" 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 Surety 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 Surety 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 declare a forfeiture of 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 Surety from any and all liability with respect to honoring any such draws by the Township unless finally adjudicated to have been caused by the gross negligence of willful misconduct of the Surety.

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

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

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

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all Improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the Surety 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 Surety 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 Surety 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 Surety, 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 Surety demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Surety Non-Responsibility.

A. Developer agrees that Surety 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 Surety 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 Surety is to take or not take with respect to the Financial Security.

C. Developer and Surety further agree that the obligations of the Surety 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 Surety 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 Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Surety 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 Surety 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 Surety 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 Surety's obligations under this Section shall render the Surety 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 Surety 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

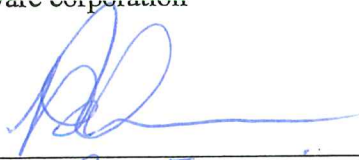
Attest:

Gwen A. Jonik
Secretary

By: _____
Sandra M. D'Amico
Chairperson

DEVELOPER
TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

Attest:

By: 
Name: Brian Thierman
Title: Senior Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra A. D’Amico, who acknowledged herself to be the Chairperson 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 an official seal the day and year aforesaid.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 12th day of November, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared BRIAN THIERN, who acknowledged himself/herself to be the SENIOR VICE PRESIDENT of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Carla Capone
Notary Public

My Commission Expires:

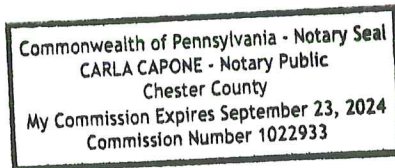


EXHIBIT "A"

List of Secured Improvements



October 13, 2020

Trappe Office

350 West Main Street, Suite 200

Tony Scheivert, Township Manager
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

Trappe, PA 19426

T 610.495.0303

RE: The Village at Byers Station (Parcel 5C) – Lot 2A (Residential Parcel)
Sanitary Sewer Escrow Estimate Review
ARRO #10270.54

Dear Tony:

ARRO Consulting, Inc. has completed its review of the sanitary sewer escrow estimate for The Village at Byers Station (Parcel 5C) Lot 2A Residential Parcel subdivision, transmitted by email from Toll Brothers to ARRO on October 12, 2020, as attached. The escrow unit quantities were compared against Sheet Numbers 9, 10 and 11 of 41 of the Byers Station Amended Final PRD Plans "Final Plan for Lot 2A & 2B of Parcel 5C" as prepared by Bohler Engineering, dated March 25, 2019, and last revised October 8, 2020.

ARRO has no comments to the \$147,396.00 sanitary sewer escrow estimate.

If you have any questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,

G. Matthew Brown, P.E., DEE
President & CEO

Attachment

GMB:

c: Gary Chase – Toll Brothers
David Leh, P.E. – Gilmore & Associates
David Schlott, Jr., P.E. – ARRO Consulting, Inc.
Jay R. Jackson, P.E. – ARRO Consulting, Inc.

\\wimfile3\Active Projects\Upper Uwchlan Township Municipal Authority\Village at Byers Station 5C (Lot 2)
10270.54\UUT\Escrow\Review\VBS (5C, Lot 2A)_Escrow Review Ltr_101320.doc

Corporate Headquarters • 108 West Airport Road • Lititz, PA 17543

T 717.569.7021 • F 717.560.0577 • www.thearrogroup.com

OUT IN FRONT

BYERS COMMERCIAL, L.P.
VILLAGE AT BYERS STATION- LOT 2A RESEDENTIAL
UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
9/17/2020

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	1,087	LF	\$40.00	\$ 43,480.00		\$ -	0	\$ -	1087	\$ 43,480.00	0%
6" PVC SDR35 LATERALS	1,375	LF	\$27.00	\$ 37,125.00		\$ -	0	\$ -	1375	\$ 37,125.00	0%
6" PVC SDR35 LATERAL CONNECTIONS	55	EA	\$175.00	\$ 9,625.00		\$ -	0	\$ -	55	\$ 9,625.00	0%
MANHOLES (4' Diameter)	7	EA	\$2,800.00	\$ 19,600.00		\$ -	0	\$ -	7	\$ 19,600.00	0%
SUBTOTAL				\$ 109,830.00		\$ -		\$ -		\$ 109,830.00	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 4,000.00		\$ -		\$ -		\$ 4,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,500.00	\$ 5,500.00		\$ -	0%	\$ -	100%	\$ 5,500.00	0%
AS BUILTS	1	LS	\$3,500.00	\$ 3,500.00		\$ -	0%	\$ -	100%	\$ 3,500.00	0%
SUBTOTAL				\$ 9,000.00		\$ -		\$ -		\$ 9,000.00	
TOTAL IMPROVEMENTS				\$ 122,830.00		\$ -		\$ -		\$ 122,830.00	0%
TOWNSHIP SECURITY (10%)	1	LS		\$ 12,283.00		\$ -	0%	\$ -	100%	\$ 12,283.00	0%
TESTING/TELEVISIONING/INSPECTIONS (10%)	1	LS		\$ 12,283.00		\$ -	0%	\$ -	100%	\$ 12,283.00	0%
TOTAL AMOUNT OF ESCROW				\$ 147,396.00		\$ -		\$ -		\$ 147,396.00	0%

SUBMITTED:

BYERS COMMERCIAL, L.P.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

EXHIBIT "B"

NOT APPLICABLE

EXHIBIT "C"

**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 Toll Mid-Atlantic LP Company, Inc., ("Developer"), dated _____, 2020, concerning the construction, installation and completion of Improvements in the Enclave at Chester Springs, Byers Station Planned Residential Development, Parcel 5C, Lot 2A Development have been completed to the extent of the amount indicated in item I below; and

B. **AUTHORIZE** [Insert Name of Surety], 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 & RETURN TO:
Riley Riper Hollin & Colagreco
Attn.: Alyson M. Zarro, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

UPI No. 32-4-1090

**FIRST AMENDMENT TO STORMWATER BEST MANAGEMENT PRACTICES
(BMPs) AND CONVEYANCES OPERATIONS AND MAINTENANCE AGREEMENT**

This FIRST AMENDMENT TO STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES OPERATIONS AND MAINTENANCE AGREEMENT ("Amendment") is made this 10th day of November, 2020, by and among TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation ("Lot 2A Landowner"); BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Lot 2B Landowner"); and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania ("Township").

WITNESSETH:

WHEREAS, Lot 2A Landowner is the owner of certain real property containing approximately 9.468 acres, located in Upper Uwchlan, Chester County, identified as "Lot 2A" on a Minor Subdivision Plan prepared by Bohler Engineering dated November 4, 2019, which was recorded in Plan Book No. 20781 ("Minor Subdivision Plan"), pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Book _____, Page _____, being part of UPI No. 32-4-1090; and

WHEREAS, Lot 2B Landowner is the owner of certain real property containing approximately 3.971 acres, located in Upper Uwchlan, Chester County, identified as "Lot 2B" on the Minor Subdivision Plan, pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Book _____, Page _____, being part of UPI No. 32-4-1090; and

WHEREAS, prior to the subdivision of Lot 2A and Lot 2B, the predecessor in title to Lot 2A and Lot 2B, Byers Commercial LP ("Prior Landowner"), entered into a Stormwater Best Management Practices (BMPs) Operations and Maintenance Agreement with the Township for the real property comprising Lot 2A and Lot 2B, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9672, Page 195 ("Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Agreement provides for the construction, operation, maintenance and inspection of stormwater BMPs and Conveyances on Lot 2A identified as Bioretention Basin #1, Bioretention Basin #2 and stormwater management inlets and piping connecting to a residential townhome development on real property identified as "Lot 1" in the Agreement ("Existing Stormwater Management Facilities"); and

WHEREAS, pursuant to: (i) the Agreement; (ii) a Declaration of Easements dated January 30, 2019 and effective February 1, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9887, Page 1589; and (iii) a Declaration of Covenants, Easements, Conditions and Restrictions for Villages at Chester Springs, a Planned Community, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9856, Page 1185, the obligation for the long-term operation and maintenance of the Existing Stormwater Management Facilities was delegated to the Villages at Chester Springs Community Association, Inc.; and

WHEREAS, the long-term operation and maintenance of the Existing Stormwater Management Facilities continues to be the responsibility of the Village at Chester Springs Community Association, Inc.; and

WHEREAS, the Lot 2A Landowner has received approval from the Township and is proceeding to build and develop Lot 2A with a new residential townhome development known as the Enclave at Chester Springs in accordance with "Amended Final PRD Plans, 'Final Plan for Lot 2A of Parcel 5C'" prepared by Bohler Engineering, Sheets 1 through 41, dated August 16, 2019 and last revised October 8, 2020 ("Lot 2A Final Plan"); and

WHEREAS, the Lot 2A Final Plan includes Post Construction Stormwater Management Plans ("Lot 2A O&M Plan"), which are attached hereto as Exhibit "B" and made a part hereof, which provide for the construction of additional stormwater BMPs and Conveyances on Lot 2A ("New Lot 2A BMPs and Conveyances"); and

WHEREAS, Lot 2B may be developed in the future by the Lot 2B Landowner at which time the Lot 2B Landowner intends to further amend the Agreement upon the approval of the Township with respect to Lot 2B to establish the responsibilities for the construction, operation, maintenance and inspection of stormwater BMPs and Conveyances on Lot 2B, which shall not require the consent of the Lot 2A Landowner, its successors and assigns; and

WHEREAS, the Lot 2A Landowner, the Lot 2B Landowner and the Township desire to amend and supplement the Agreement with respect to Lot 2A to establish the construction, operation, maintenance and inspection requirements for the New Lot 2A BMPs and Conveyances as set forth herein.

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

1. The foregoing recitals of this Amendment are incorporated as terms of this Amendment as if fully set forth in the body of this Amendment.

2. The Lot 2A Landowner shall construct the New Lot 2A BMPs and Conveyances in accordance with the Final Plan as approved by the Township.

3. The Lot 2A Landowner shall inspect, operate and maintain the New Lot 2A BMPs and Conveyances as shown on the Lot 2A O&M Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved Lot 2A O&M Plan.

4. The Lot 2A Landowner shall, further, provide annual written Inspection and Maintenance Reports for the New Lot 2A BMPs and Conveyances shown on the Lot 2A O&M Plan to the Township.

5. The Lot 2A Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon Lot 2A from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the New Lot 2A BMPs and Conveyances whenever it deems necessary for compliance with the Amendment, the Lot 2A O&M Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Lot 2A Landowner prior to entering Lot 2A.

6. The Township intends to inspect the New Lot 2A BMPs and Conveyances at a minimum of once every three (3) years to determine if they continue to function as required.

7. The Lot 2A 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 New Lot 2A BMP or Conveyance that is constructed as part of the approved Lot 2A O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other debris into a New Lot 2A BMP or Conveyance that would limit or alter the functioning of the New Lot 2A BMP or Conveyance;
- c. Allow the New Lot 2A BMP or Conveyance to exist in a condition which does not conform to the approved Lot 2A 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.

8. In the event that the Lot 2A Landowner fails to operate and maintain the New Lot 2A BMPs and Conveyances as shown on the Lot 2A O&M Plan in good working order

acceptable to the Township, the Township shall send written notice to the Lot 2A Landowner specifying the areas of non-compliance and the steps that shall be taken to cure the noncompliance. In the event that the Lot 2A Landowner does not cure the noncompliance within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within thirty (30) days due to weather conditions or where otherwise determined by the Township in an emergency situation that notice is not practical or expedient, the Lot 2A Landowner shall be in violation of the Agreement as amended by this Amendment, and the Lot 2A 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 the Agreement as amended by this Amendment, enter upon Lot 2A and take whatever action is deemed necessary to maintain said New Lot 2A BMPs and Conveyances. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall the Agreement as amended by this Amendment be construed to impose any such obligation on the Township.

9. In the event that the Township, pursuant to the Agreement as amended by this Amendment, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like in connection with the New Lot 2A BMPs and Conveyances, the Lot 2A Landowner shall reimburse the Township for all reasonable expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Lot 2A Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against Lot 2A, which filing is expressly authorized by the Lot 2A Landowner.

10. The intent and purpose of this Amendment is to ensure the proper maintenance of the on-site New Lot 2A BMPs and Conveyances by the Lot 2A Landowner; provided, however, that this Amendment shall not be deemed to create any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

11. The Lot 2A Landowner, for itself and its successors and assigns hereby releases and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the New Lot 2A BMPs and Conveyances either by the Lot 2A 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 Lot 2A Landowner, and the Lot 2A Landowner shall defend, at its 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 Lot 2A Landowner shall pay all damages, judgments or claims and any reasonable 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.

12. The Township may enforce this Amendment in accordance with its Stormwater Ordinance, at law or in equity, against the Lot 2A Landowner for breach of this Amendment. 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 Amendment.

13. Failure or delay in enforcing any provision of this Amendment shall not constitute a waiver by the Township of its rights of enforcement hereunder.

14. The Lot 2A Landowner shall inform future buyers of Lot 2A about the function of, operation, inspection and maintenance requirements of the New Lot 2A BMPs and Conveyances prior to the purchase of Lot 2A or a portion thereof by said future buyer(s) and upon conveyance of Lot 2A, the future buyer assumes all responsibilities as Lot 2A Landowner and must comply with all components of the Agreement as amended by this Amendment. The Homeowners' Association created for the residential development on Lot 2A, known as the Enclave at Chester Springs Community Association, Inc. shall be the successor to the Lot 2A Landowner or its assigns under the Agreement as amended by this Amendment.

15. This Amendment shall insure to the benefit of and be binding upon, the Township and the Lot 2A Landowner and the Lot 2B Landowner, as well as their successors and assigns.

16. Except as amended hereby, the Agreement shall remain in full force and effect.

This Amendment shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, and shall constitute a covenant running with Lot 2A until such time that the Township may approve a different development scheme for the Lot 2A or different BMPs and Conveyances than those depicted on the O&M Plan and the Lot 2A O&M Plan. Additionally, the Lot 2B Landowner intends to further record plans and requirements providing for the construction, operation, maintenance and inspection requirements for BMPs and Conveyances that may be constructed on Lot 2B in accordance with plans approved by the Township. In the event of such approval(s), further 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.

SIGNATURE PAGE TO FOLLOW


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

LOT 2A LANDOWNER:

Witness/Attest:

TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

By: _____
Name:
Title:

By:  _____
Name: Ben Thierri
Title: Senior Vice President

LOT 2B LANDOWNER:

Witness/Attest:

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

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Sandra M. D'Amico, Chairperson

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

LOT 2A LANDOWNER:

Witness/Attest:

TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation

By: _____
Name:
Title:

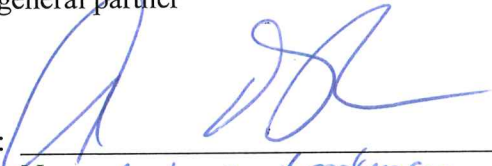
By: _____
Name:
Title:

LOT 2B LANDOWNER:

Witness/Attest:

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

By: 
Name: Lynn A. McDowell
Title: Assistant Secretary

By: 
Name: Andrew Brodman
Title: Senior Vice President

ATTEST:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Sandra M. D'Amico, Chairperson

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Chester : SS
:

On the 12th day of NOVEMBER, 2020, before me, a Notary Public in and for the above County and State, personally appeared BRIAN THIEIN, who acknowledged him/herself to be the SENIOR VICE PRESIDENT of TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Carla Capone
Notary Public

(Notarial Seal)

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
CARLA CAPONE - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1022933

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Delaware :

SS

On the 10th day of November, 2020, before me, a Notary Public in and for the above County and State, personally appeared Andrew Brookman, who acknowledged him/herself to be the Gen Vice Pres. of BYERS RETAIL ACQUISITION GP, LLC, a Pennsylvania limited liability company, general partner of BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained upon full and due authority.

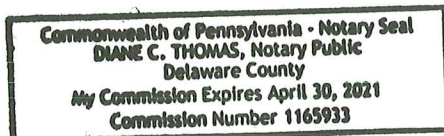
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Diane C. Thomas

Notary Public

(Notarial Seal)

My Commission Expires: 4/30/21



COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

On this, the _____ day of _____, 2020, before me, a Notary Public, the undersigned officer, personally appeared, Sandra M. D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of UPPER UWCHLAN TOWNSHIP, and that she 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:

EXHIBIT "A"

Agreement

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

UPI No. Part of 32-4-497 ✓



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

THIS AGREEMENT, made and entered into this 14th day of November, 2017, by and between BYERS COMMERCIAL LP, a Pennsylvania limited partnership, (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book 4857, Page 2102, and identified as "Lot 2" on "Subdivision and Amended Final PRD Plans" prepared by Bohler Engineering dated May 20, 2016 and last revised December 6, 2017 (hereinafter "Final Plan"), being part of UPI No. 32-4-497 (hereinafter "Property"); and

WHEREAS, the certain improvements required in connection with the development of the lot identified on the Final Plan as "Lot 1" are being constructed on the Property pursuant to the 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

DOC # 11584156 12/21/2017 03:32 PM
Receipt #: 17-43001
Rec Fee: \$05.00
Chester County, Recorder of Deeds

11584156 B: 9672 P: 195 MSC
12/21/2017 03:32 PM Page 1 of 10
RILEY ROPER HOLLIN & COLAGRECO



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

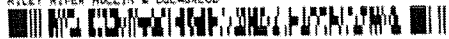
WHEREAS, the Township, and the Landowner, for itself and its successors, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that stormwater BMP(s) and conveyances be constructed and maintained on the Property;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

11584156 B: 9672 P: 196 MSC
12/21/2017 3:32 PM Page 2 of 16
RILEY RYDER HOLLIN & COLANGELO



762936.2

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

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

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

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

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12/21/2017 03:22 PM Page 3 of 16
RILEY RIVER HOLLIN & COLGREGO



792936.2

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

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12/21/2010 3:32 PM Page 4 of 16
RILEY ROPER HOLLIN & COLAGRECO



792936.2

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.
10. The Landowner, for itself and its successors and assigns hereby releases and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and conveyance(s) either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner, and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or any threatened claim, suit, action or proceeding against the Township, or, at the request of the Township, pay the cost, including attorney's fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township's employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any reasonable 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.

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12/21/2017 03:52 PM Page 5 of 16
RILEY RIVER HOLLIN & COLAGRECO



722935.2

5

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 or a portion thereof by said future buyer(s) and upon conveyance of the Property, the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement. The Homeowners' Association created for the residential development shall be the successor to Landowner or its assigns under this Agreement.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as their successors and assigns.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11584156 B: 9672 P: 200 MSC
12/21/2013 10:32 PM Page 9 of 16
RILEY ATHER HOLLIN & COLAGRECO



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
BYERS COMMERCIAL LP,
a Pennsylvania limited partnership
By: BYERS COMMERCIAL LLC,
a Delaware limited liability company,
its general partner
By: TOLL PA II, L.P.,
a Pennsylvania limited partnership,
member
By: TOLL PA GP CORP.,
a Pennsylvania corporation,
its general partner

BY: _____

Name: Christopher Kopitzky
Title: Vice President

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: _____

Kevin C. Kerr, Chairperson

11584156 B: 9672 P: 201 MSC
12/21/2017 03:22 PM Page 7 of 10
RILEY ROPER HOLLIN & COLPINS CO.



COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF Chester :

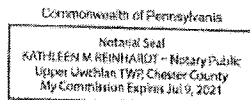
On this, the 14th day of November, 2017, before me, a Notary Public, the undersigned officer, personally appeared, Christopher Kopik who acknowledged him/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, member of BYERS COMMERCIAL LLC, a Delaware limited liability company, general partner of BYERS COMMERCIAL LP, a Pennsylvania limited partnership and that s/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.

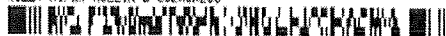
Kathleen M Reinhardt
Notary Public

(Notarial Seal)

My Commission Expires: 7/9/21



11584156 B: 9672 P: 202 MSC
12/21/2017 3:32 PM Page 8 of 16
RILEY RIVER HOLLIN & COLLOGRECO



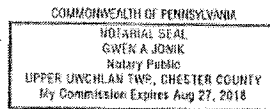
COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF CHESTER :

On this, the 18 day of December, 2017, before me, a Notary Public, the undersigned officer, personally appeared, Kevin C. Kerr, who acknowledged himself to be the Chairperson of the Board of Supervisors of **UPPER UWCHLAN TOWNSHIP**, and that he as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by him/herself as Chairperson.

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

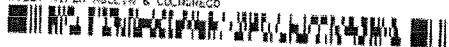

Notary Public

(Notarial Seal)



My Commission Expires: 8/27/18

11584156 B: 9672 P: 203 MSC
12/26/2017 03:32 PM Page 8 of 16
RILEY RIVER HILLTOP & COLONNECO



APPENDIX "A"

11584156 B: 9672 P: 204 MSC
12/21/2017 03:32 PM Page 10 of 16
HILEY RIVER HOLLIN & COLORADO

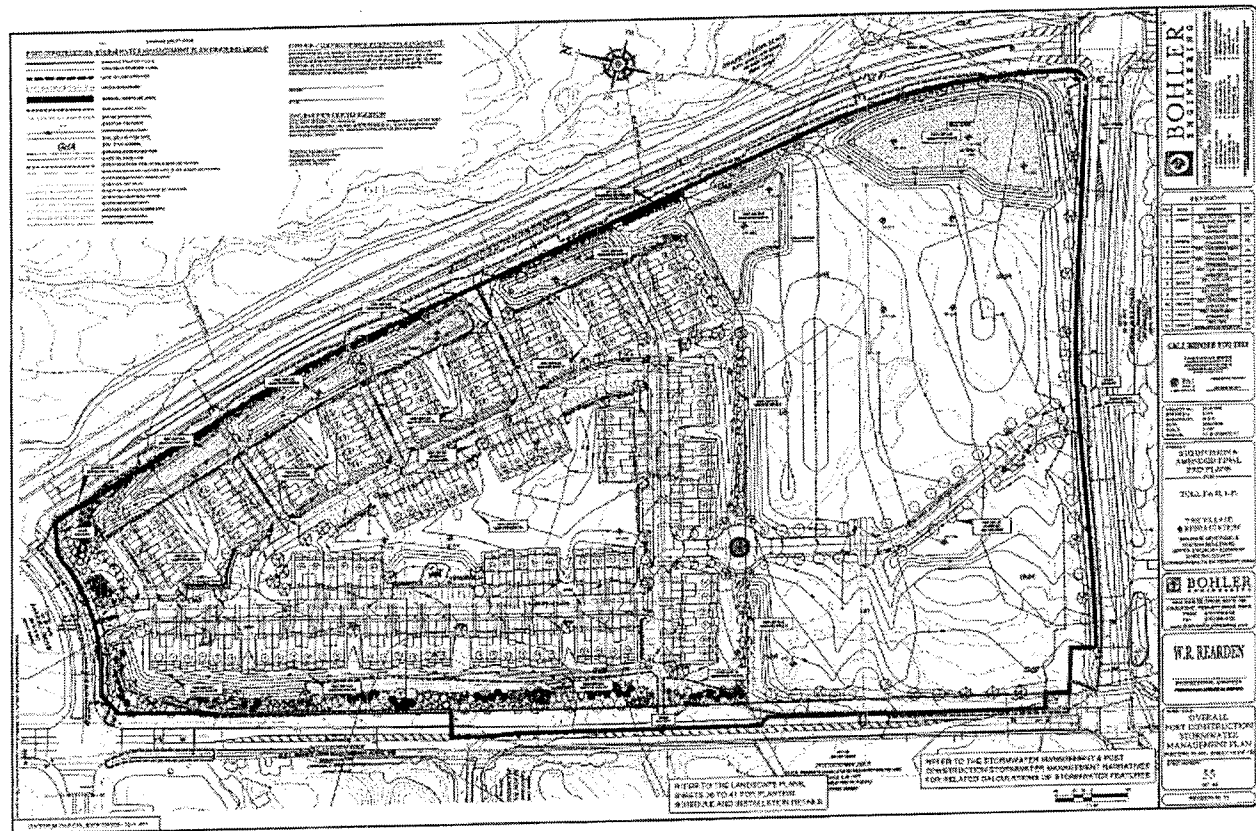


7928362

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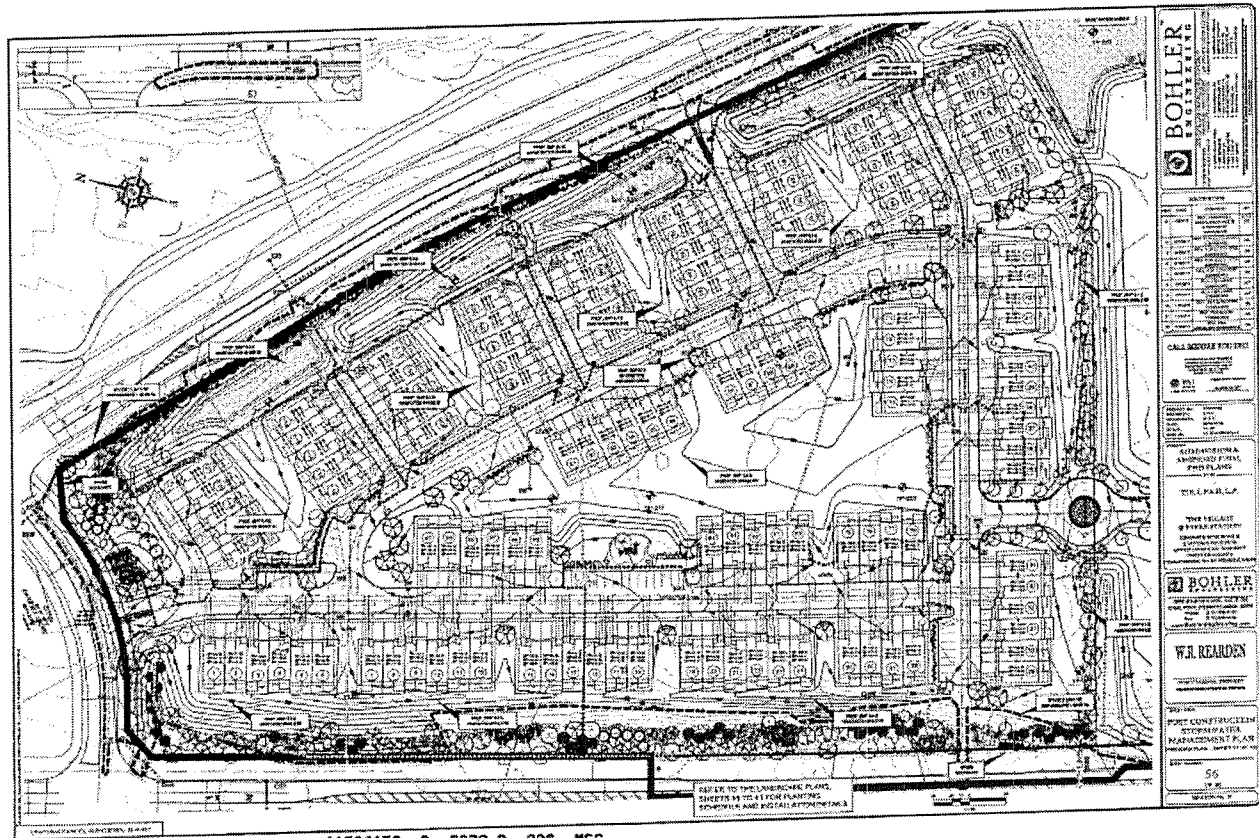
19

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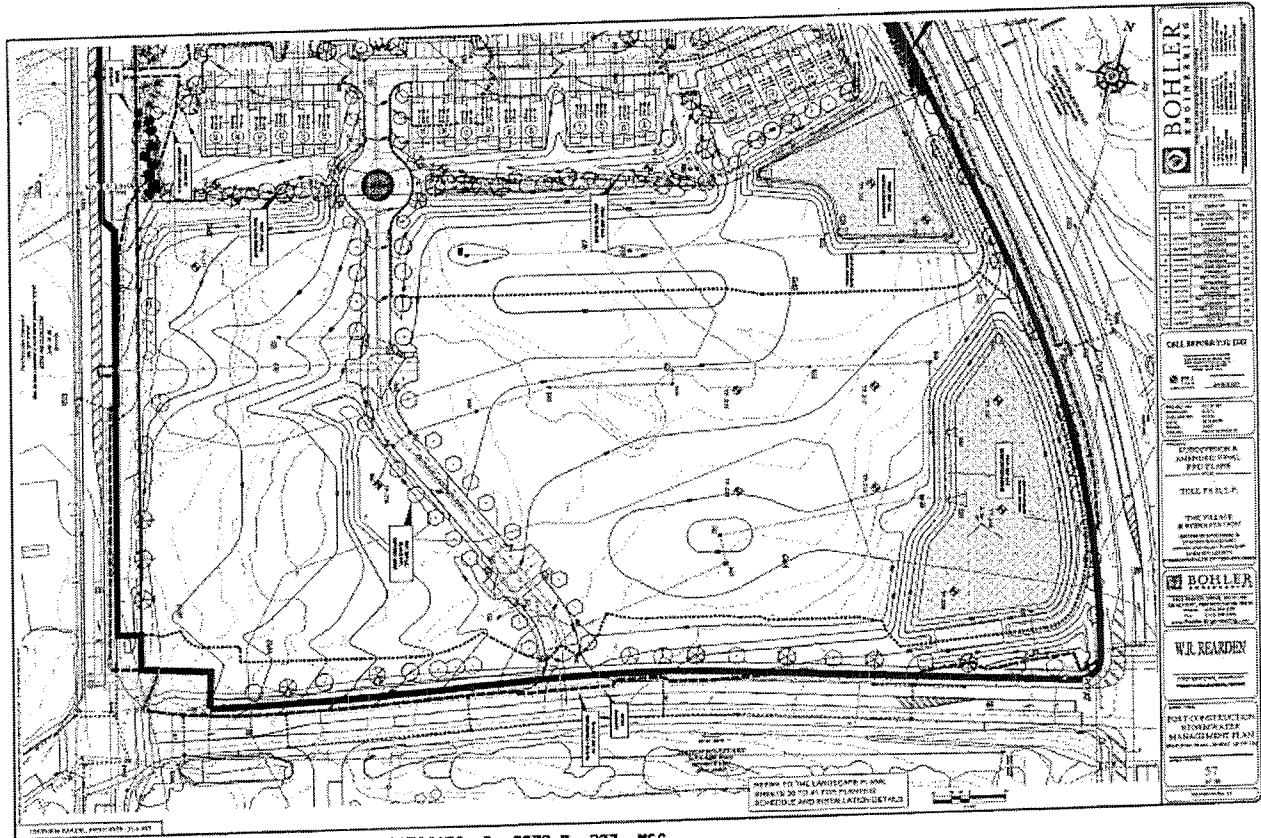
11584156 B: 9672 P: 205 MSC
12/21/2017 03:32 PM Page 11 of 16
RILEY ROPER HOLLIN & COLAGRECO





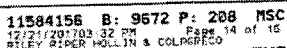
11584156 B: 9672 P: 206 MSC
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 RILEY RIVER HOLLIN & COLGREGO





11584156 B: 9672 P: 207 MSC
 12/11/2013 33' x 44' Page 13 of 16
 RILEY ROPER HOLLIN & COLASREDO





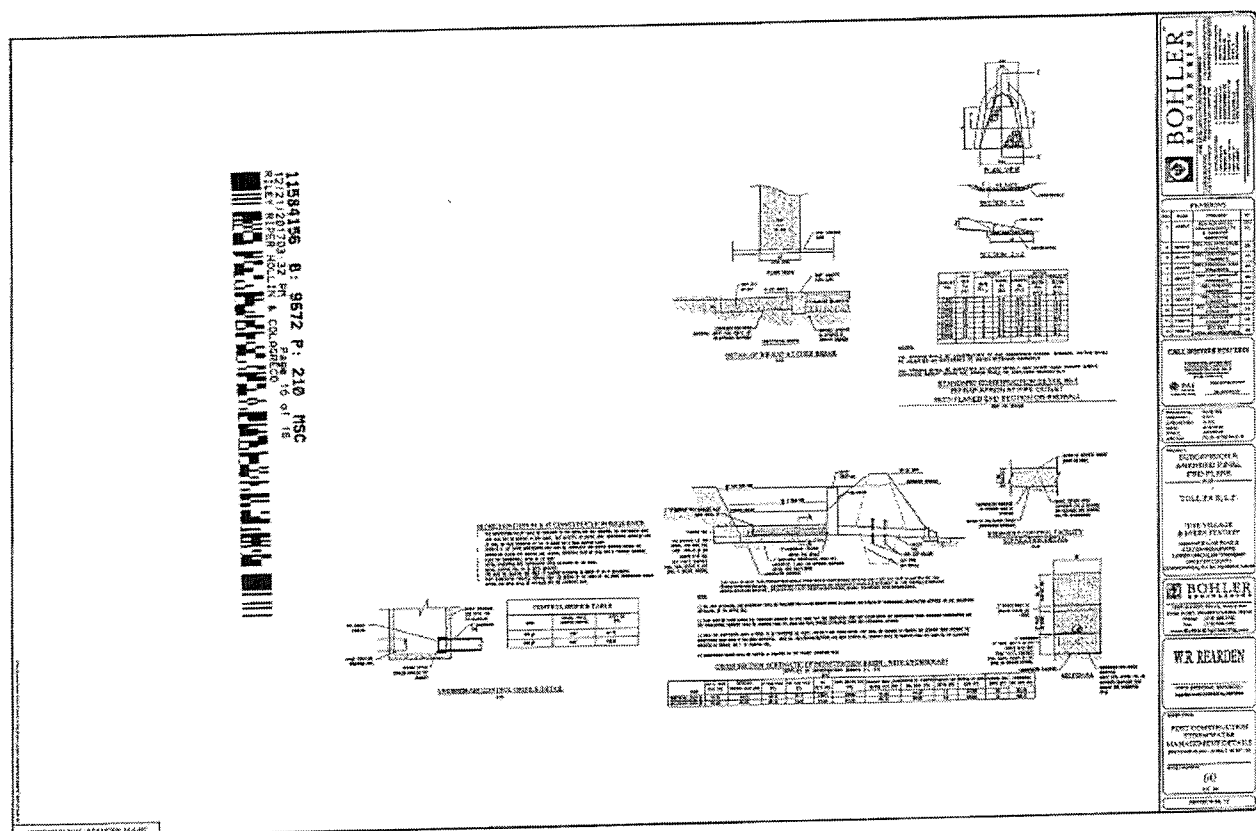
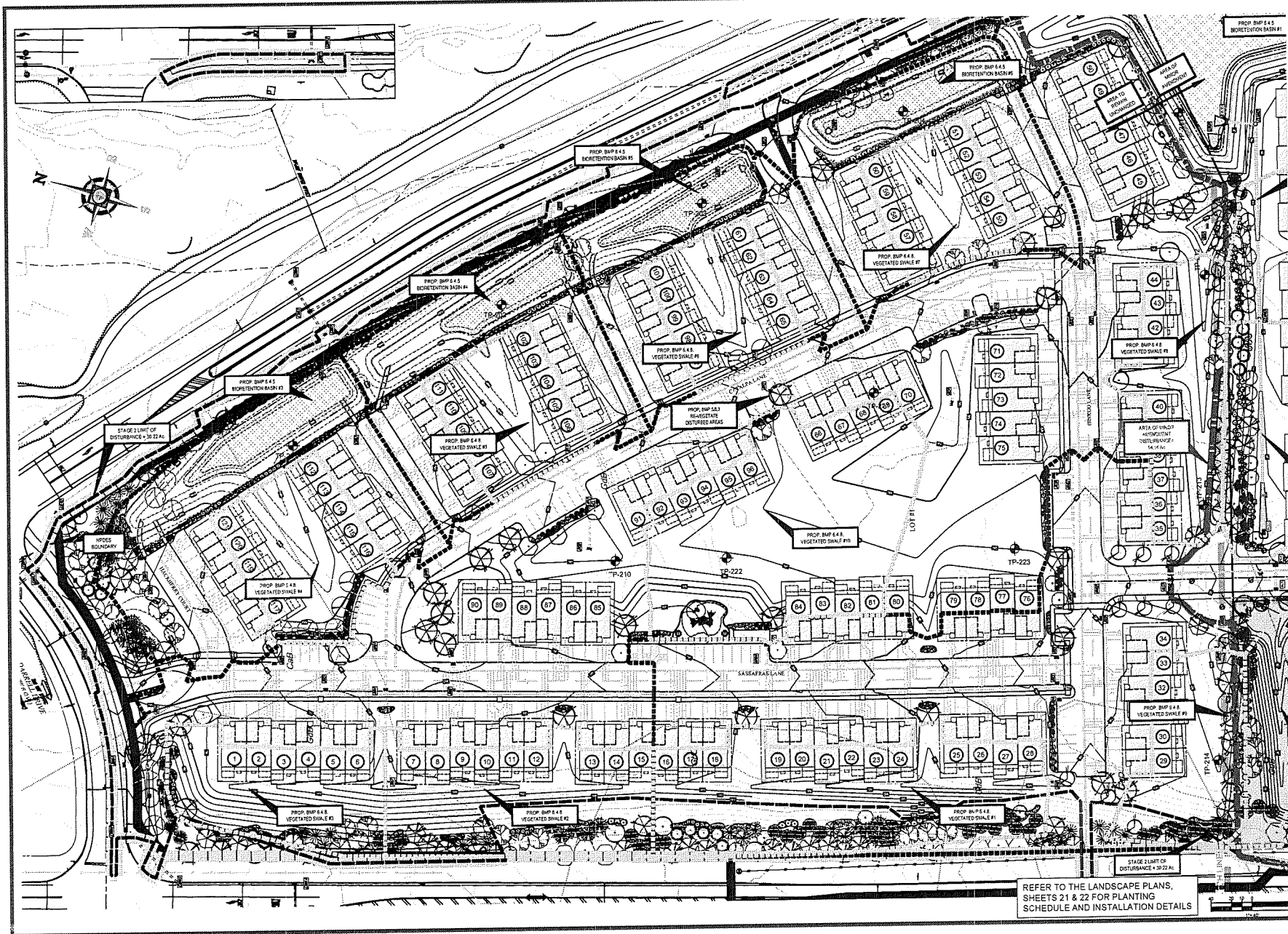


EXHIBIT “B”
Lot 2A O&M Plan



BOHLER ENGINEERING
 SITE CIVIL AND CONSULTING ENGINEERING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 PERMITTING SERVICES
 TRAFFIC ENGINEERING

REVISIONS

REV.	DATE	COMMENT
1	07/11/14	REV. PER NEW LAYOUT
2	08/11/14	REV. PER NEW LAYOUT
3	10/06/14	REV. PER NEW LAYOUT
4	10/06/14	REV. PER NEW LAYOUT

811
 Pennsylvania's
 Call Before You Dig

FOR THE
 TOLL MID-ATLANTIC
 LP COMPANY, INC.

"FINAL PLAN FOR LOT
 1A OF PARCEL 5C"

GRAPHITE VINE ROAD &
 STATION BOULEVARD
 UPPER MERION TOWNSHIP
 CHESTER COUNTY
 COMMONWEALTH OF PENNSYLVANIA

BOHLER ENGINEERING
 1600 MANOR DRIVE, SUITE 200
 CHALFONT, PA 19314
 PHONE: 215-956-9100
 FAX: 215-956-9102
www.BohlerEngineering.com

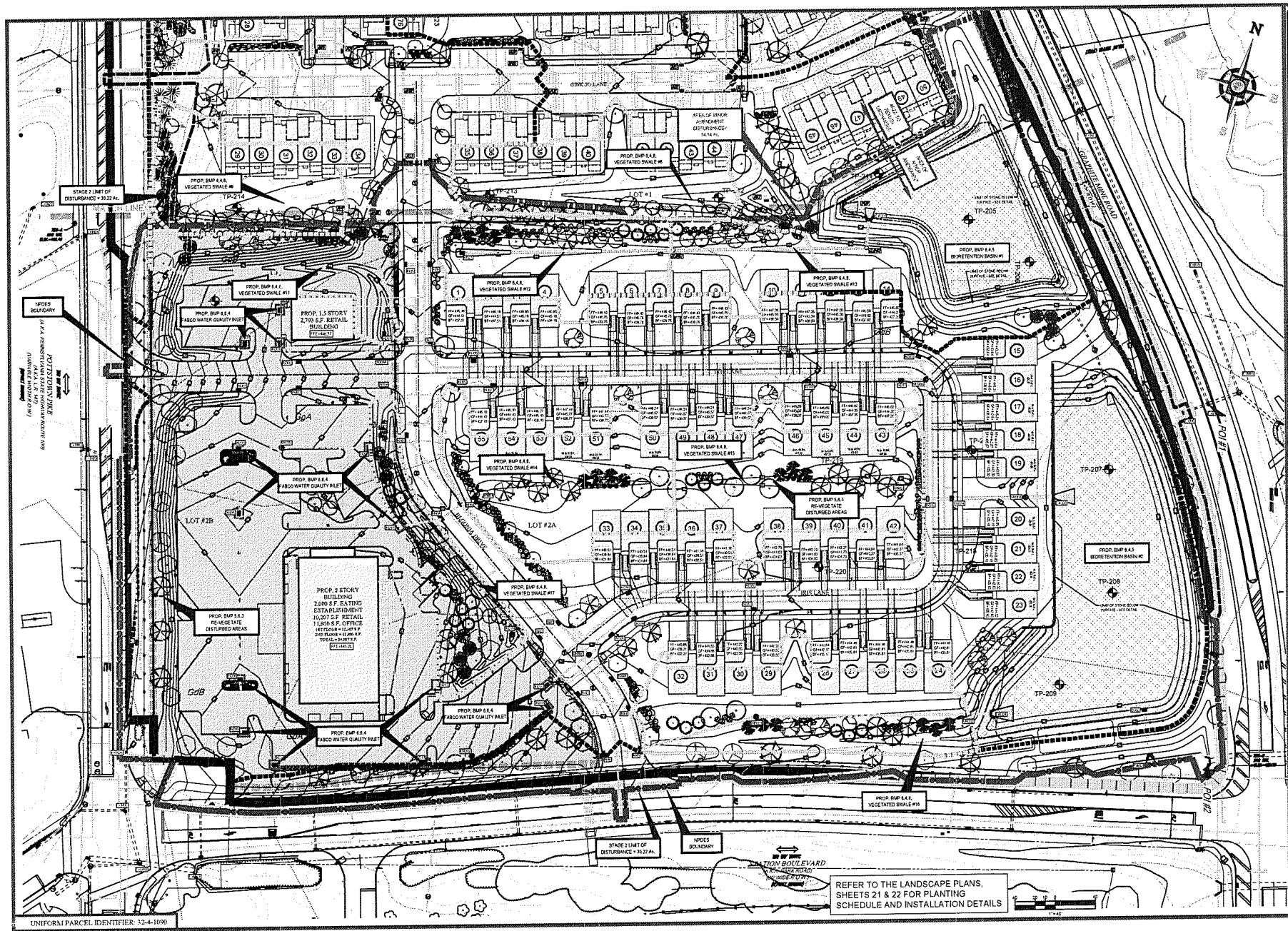
W.R. REARDEN

PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE NO. PE02863
 NEW JERSEY LICENSE NO. 240894940

SHEET TITLE
 MINOR AMENDMENT
 POST CONSTRUCTION
 STORMWATER
 MANAGEMENT PLAN
 (RECORD PLAN - SHEET 5 OF 9)

SHEET NUMBER
37

REVISION 4 - 2020.10.26



BOHLER ENGINEERING
 SITE CIVIL AND CONSULTING ENGINEERING
 LANDSCAPE ARCHITECTURE
 PROGRAM MANAGEMENT
 PLANNING SERVICES
 TRANSPORTATION SERVICES

REVISIONS		
REV.	DATE	COMMENT
1	6/27/19	REV. PER NEW LAYOUT
2	8/19/19	REV. PER NEW OWNERSHIP
3	10/8/20	REV. PER CLIENT COMMENTS
4	10/8/20	REV. PER OWNERSHIP COMMENTS

811
 Before you dig, call before you dig.
 YOU MUST CALL 811 BEFORE ANY EXCAVATION, WHETHER IT'S FOR THE LAYOUT OF PUBLIC WORKS OR PRIVATE PROJECTS.

APPROVED FOR CONSTRUCTION

PROJECT NO.	PC151722
CHECKED BY	W.R. REARDEN
DATE	03/04/20
SCALE	1"=40'
CAD ID	PC151722-03

AMENDED FINAL PRD PLANS

FOR
TOLL MID-ATLANTIC LP COMPANY, INC.

"FINAL PLAN FOR LOT 2A OF PARCEL 5C"

GRAPHITE WIRE ROAD & STATION BOULEVARD
 UPPER LANCHESTER TOWNSHIP
 CHESTER COUNTY
 COMMONWEALTH OF PENNSYLVANIA

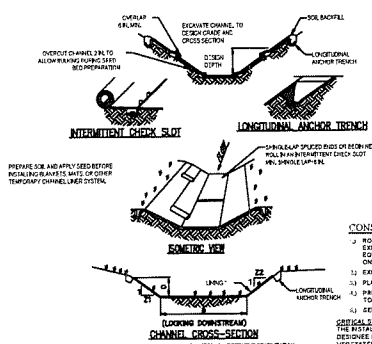
BOHLER ENGINEERING
 1600 HANCOCK DRIVE, SUITE 200
 CHARLOTTE, NC 28214
 Phone: (715) 995-8100
 Fax: (715) 995-8102
www.BohlerEngineering.com

W.R. REARDEN
 PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE NO. PE02340
 NEW JERSEY LICENSE NO. 200240480

SHEET TITLE
MINOR AMENDMENT POST CONSTRUCTION STORMWATER MANAGEMENT PLAN (RECORD PLAN - SHEET 6 OF 9)
 SHEET NUMBER

38
 REVISION 4 - 2/22/2020

REFER TO THE LANDSCAPE PLANS, SHEETS 21 & 22 FOR PLANTING SCHEDULE AND INSTALLATION DETAILS



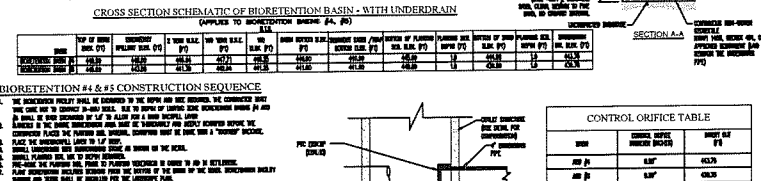
CRITICAL STAGE: THE PERMITTEE SHALL PROVIDE ENGINEERING OVERSIGHT FOR THE INSTALLATION OF THE VEGETATED SWALE. A LICENSED PROFESSIONAL OR DESIGNER KNOWLEDGEABLE IN THE DESIGN AND CONSTRUCTION OF THE SWALE, SWALES, GRAVEL, ROADWAYS, AND PAVEMENT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SWALE.

OUTLET NO.	PIPE DIA P4 (IN)	RHSIPAP		APRCON		PERMANENT WIDTH Aft (FT)
		REZ IN-	THICK RE (IN)	LENGTH AI (FT)	INITIAL WIDTH Aft (FT)	
2000	18	0	0.5	8.5	4.90	7.70
2005	18	0	0.5	11.0	4.90	10.60
2010	18	0	0.5	13.0	4.90	10.70
2015	18	0	0.5	8.5	3.75	8.10
2020	18	0	0.5	8.5	3.75	8.10
2025	24	0	0.5	20.0	7.20	10.00
2030	24	0	0.5	20.0	7.20	10.00
2035	24	4	10.0	23.0	6.00	15.00

ALL APRONS SHALL BE CONSTRUCTED TO THE DIMENSIONS SHOWN. TERMINAL WIDTHS SHALL BE ADJUSTED AS NECESSARY TO MATCH RECEIVING CHANNELS.

ALL APRONS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RUNOFF EVENT. DISPLACED RIPRAP WITHIN THE APRON SHALL BE REPLACED IMMEDIATELY.

STANDARD CONSTRUCTION DETAIL #6-1
VEGETATED CHANNEL



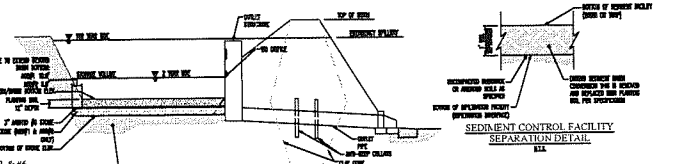
SIZE	CONTROL ORIFICE NUMBER (NOMINAL)	ORIFICE SIZE IN
1/2 IN	0.50	0.0375
3/4 IN	0.75	0.0500



UNDERDRAIN CONTROL ORIFICE DETAIL

[illegible]

DETAIL OF RIP-RAP AT CURB BREAK



SEDIMENT CONTROL FACILITY
SEPARATION DETAIL.


**BIORETENTION BASIN #1, #2, #3, & #6
CONSTRUCTION SEQUENCE**

2. THE ASSIGNMENT FACILITY SHALL BE EXCHANGED TO THE DEPT AND THE NEW
STANDARD UNIT THE NEW UNIT TO EXCHANGE IN-NEW UNIT.

- [illegible]

CROSS SECTION SCHEMATIC OF BIORETENTION BASIN
(APPLIES TO BIORETENTION BASINS #1, #2, #3, #6)

[illegible]



**BOHLER
ENGINEERING**


SITE DESIGN AND CONSULTING ENGINEERING

LAND SURVEYING
LAND DEVELOPMENT
LANDSCAPE ARCHITECTURE
CONSULTING SERVICES
TRANSPORTATION SERVICES

1000 MAGNOR DRIVE, SUITE 200
STATION SQUARE, PA 19384
Phone: (215) 956-6150
Fax: (215) 956-6102
www.BohlerEngineering.com

REVISIONS

REV	DATE	COMMENT	BY	CHECKED
1	02/27/18	REV. PER NEW LAYOUT	WLR	WLR
2	03/01/18	REV. PER TOWNSHIP COMMENTS	WLR	WLR
3	04/05/18	REV. PER TOWNSHIP COMMENTS	WLR	WLR
4	04/05/18	REV. PER TOWNSHIP COMMENTS	WLR	WLR
5				
6				
7				
8				
9				
10				



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TOLL FREE 1-877-467-2269

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WHETHER IT'S TO INSTALL OR MOVE LAND
MARKERS.

**APPROVED FOR
CONSTRUCTION**

PROJECT ENGINEER

PROJECT MANAGER

PROJECT No.	PS171022
DRAWN BY	CHICKS BYD
CHECKED BY	WLR
DATE	02/27/18
SCALE	AS NOTED
CADD	REV171022TAL304
PROJECT	

**AMENDED FINAL
PRD PLANS**

FOR
**TOLL MID-ATLANTIC
LP COMPANY, INC.**

**"FINAL PLAN FOR LOT
2A OF PARCEL 5C"**

GRAPHITE MINE ROAD &
STATION SQUARE
UNDER LUMKA AN TOWNSHIP
CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA



**BOHLER
ENGINEERING**

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Fax: (215) 956-6102
www.BohlerEngineering.com

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STATION SQUARE, PA 19384
Phone: (215) 956-6150
Fax: (215) 956-6102
www.BohlerEngineering.com

W.R. REARDEN

PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. 0037843
NO. 0037843 LICENSE IN ACCORDANCE

SHEET TITLE:

**MINOR AMENDMENT
POST CONSTRUCTION
STORMWATER
MANAGEMENT DETAILS
(RECORD PLAN - SHEET # OF 9)**

SHEET NUMBER:

41

REVISION 4 - 2020.10.26



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: BOARD OF SUPERVISORS

FROM: Gwen Jonik
Township Secretary

RE: Tax Collector Compensation Ordinance Amendment — Consider Adoption

DATE: November 13, 2020

The Board is requested to **consider adoption** of the following draft Ordinance amending the tax collector's compensation, beginning January 1, 2022.

The draft Ordinance was duly advertised in the November 9, 2020 Daily Local News and on the Township website.

To change the tax collector's compensation, the Township must adopt an Ordinance and it be in effect by the first date that candidates may circulate and file nomination petitions so they know how they'll be compensated.



UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 36 OF THE UPPER UWCHLAN CODE TITLED, "SALARIES AND COMPENSATION", ARTICLE II TITLED "TAX COLLECTOR", SECTION 36-3 TITLED "COMPENSATION ESTABLISHED", TO CHANGE THE COMPENSATION OF THE TOWNSHIP TAX COLLECTOR EFFECTIVE CALENDAR YEAR 2022.

WHEREAS, the Second Class Township Code authorizes the electors of Upper Uwchlan Township to elect a tax collector to serve for a term of four years; and

WHEREAS, pursuant to 72 P.S. §5511.35, the compensation or salary of the tax collector shall be established by the Board of Supervisors.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Upper Uwchlan Township as follows:

SECTION 1. Chapter 36 of the Upper Uwchlan Code, titled, "Salaries and Compensation", Article II, Section 36-3 shall be amended as follows:

"§ 36-3. Compensation designated.

The compensation for the Upper Uwchlan Township tax collector (the "Tax Collector") shall be as follows:

- A. Through December 31, 2021, the Township shall pay the Tax Collector \$1.65 per real estate tax bill. The compensation shall be paid to the Tax Collector in bi-weekly installments.
- B. Commencing January 1, 2022, the Township shall pay the Tax Collector the sum of One Dollar (\$1.00) per annum. Said rate shall continue for subsequent terms unless amended by ordinance of the Board of Supervisors.
- C. Expenses for postage for the tax notices shall be paid by the Township as provided by the laws of the Commonwealth pursuant to 72 P.S. § 5511.9."

SECTION 2. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

SECTION 3. Repealer. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become effective five days after enactment as by law provided.

ENACTED this _____ day of _____, 2020.

ATTEST:

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Gwen A. Jonik, Township Secretary

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: BOARD OF SUPERVISORS
Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager

FROM: Gwen Jonik, Township Secretary

RE: Disposition of Township Property – 1993 Ford L8000 Dump Truck

DATE: November 13, 2020

The Board was aware that the Public Works Department was replacing a 1993 dump truck with a snowplow and salt spreader this year. As noted in an October 30 email, the truck was placed for sale via Municibid, an electronic auction, beginning November 3, 2020. The bid notice was duly advertised in the Daily Local News November 3, 2020. The auction closed November 13, 2020.

1993 Ford L 8000 Dump Truck with 11' Flink snowplow and Elkin salt spreader
VIN # 1FDYR82E8PVA37385

Post viewed: 772 times
Number of bids placed: 48
High bid: \$9,450

The Board is requested to **accept the high bid of \$9,450.00** and **approve the sale** to the high bidder.



Project Description
FEE ACQUISITION
And
Transfer to Pennsylvania Bureau of State Parks
Marsh Creek State Park
of the
Shryock House Lot Property
Upper Uwchlan Township
Chester County, Pennsylvania
10/8/2020

SUMMARY INFORMATION

Property Owner:

Shryock Brothers LLC (John and Linda Shelton)

Municipality:

Upper Uwchlan Township, Chester County

Total Property Acreage:

6.15 +/- acres

Acquisition Acreage:

2.7 +/- acres

Tax Parcels:

P/O 32-6-49

Frontage:

Dorlan Mill Road, +/- 250'

Zoning:

LI – Light Industrial

Improvements:

Dilapidated dwelling and garage, water tower

Price:

Appraised Value: \$203,000

Purchase Price: \$203,000

PROJECT DESCRIPTION

Purchase the 2.7-acre Shryock House Lot Property as an addition to the immediately adjacent 1,784-acre Pennsylvania State Parks' Marsh Creek State Park. The sloping mostly forested property contains approximately 700 feet of the proposed Struble Trail connection to Marsh Creek State Park. While the County has a 20' right-of-way that allows the construction of the Struble trail, this acquisition will provide the County with additional trail width needed for actual construction of the trail. A dilapidated dwelling exists on the property along with an old water tower, both of which are to be demolished before transfer to State Parks.

EXTRAORDINARY CIRCUMSTANCES

1. State Parks will only accept the property with the dwelling/garage/water tower removed. Natural Lands has agreed to do the demo work after purchase and before transfer. This will necessitate a several month Natural Lands ownership.
2. To assist construction of the Struble trail linkage (a Chester County project) to Marsh Creek State Park, Natural Lands will widen the current 20' easement corridor to County standards during ownership.
3. The County has agreed to demo the water tower as part of trail construction as it lies in the trail corridor but because the house does not impact the trail, Natural Lands must identify a source of funds for its removal.

STRATEGIC PURPOSE

Location: Upper Uwchlan Township, Chester County.

Adjacency: The property is immediately adjacent to and will be added to the 1,784-acre PA State Parks' Marsh Creek State Park. The property is also adjacent to the northern terminus of Chester County's Struble Trail. This acquisition will ensure the linkage will be constructed between the Struble Trail and Marsh Creek State Park.

Costs: The property is being purchased at appraised value. Grant funding awards are confirmed from Chester County and PA DCNR. The water tower demolition, estimated at +/- \$100,000, is confirmed by County. The house demolition, estimated at \$35,000, is not yet funded.

RESOURCE DESCRIPTION

Approximately ½ native mature deciduous woodlands and other ½ overgrown scrub/residential/invasive species.

TRANSACTION

Status

A signed agreement of sale is in hand. Phase 1 environmental assessment and title search complete.

Appraised Value

Shea Realty Advisors:

November 2019

Appraised Value: \$203,000

Appraisal Review: complete

O'Donnell Associates, May 2020

Anticipated Closing:

2/28/21, transfer to State Parks 5/30/21

Title Report Issue

Multiple exceptions from 1800's to be removed and/or rights released.

Environmental Hazards

Dilapidated dwelling and garage, old water tower to be demolished.

Shryock House Lot
SOURCES AND USES OF FUNDS
as of 10.8.20

Costs

Appraisal and review	\$7,500
Legal Fees	\$1,000
Phase I Environmental Assessment	\$1,360
Title search and insurance	\$1,800
Taxes	\$2,500
Survey/plot plan	\$ 0 (County)
<u>Staff Time</u>	<u>\$8,000</u>
<u>Sub Total</u>	<u>\$22,160</u>

Purchase price	\$203,000
<u>TOTAL</u>	<u>\$225,160</u>

Sources of Funds acquisition

Chester County PPP	\$101,500 confirmed
PA DCNR c2p2	\$101,500 confirmed
	SUBTOTAL \$203,000

Sources of Funds transaction expenses

Mars Foundation	\$8,000 confirmed (staff time)
Chester County	\$7,080 confirmed
PA DCNR c2p2	\$7,080 confirmed
	SUBTOTAL \$22,160

Total Funding Identified \$225,160

Demo Dwelling/Water tower etc.

Demo water tower	\$ 0 (County)
Demo house/garage	\$35,000
<u>Carrying costs (insurance, loan interest)</u>	<u>\$2,500</u>
<u>Sub Total</u>	<u>\$37,500</u>

Total Shortfall: Funding need to complete transaction \$37,500