



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA
MAY 17, 2021
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. To minimize public exposure to COVID-19, 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.

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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	
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	April 19, 2021 Board of Supervisors Meeting	
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	A. Transfer of Funds to the Water Resource Protection Fund	73
V.	SUPERVISORS' REPORT	
	A. Planning Commission ~ Appoint David Colajezzi, Ravi Mayreddy	74
	B. Calendar:	
	May 31, 2021 Office Closed ~ Memorial Day Trash/Recycling will NOT be collected May 31	
	June 8, 2021 4:00 PM Board of Supervisors Workshop	
	June 21, 2021 7:00 PM Board of Supervisors Meeting	
	Yard Waste, Collection Dates: May 19, 26, June 2, 9, 16	
	Do not use plastic bags as these materials are composted.	
	Place materials curbside the night before to guarantee collection.	
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VII.	LAND DEVELOPMENT	
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	B. Ewing Tract - West Vincent – Sanitary Sewer Escrow Release #2 \$22,329.21	88
	C. Townes at Chester Springs – Site Improvements Escrow Release #3 FINAL \$214,968.03	91
VIII.	ADMINISTRATION	
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X.	ADJOURNMENT	



Upper Uwchlan Township
JOINT BOARDS & COMMISSIONS WORKSHOP

April 13, 2021

4:00 p.m.

Minutes

DRAFT

LOCATION: This was a virtual Workshop, held via Zoom video/audio conferencing. 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.

In attendance:

Sandy D'Amico, Chair
Jamie Goncharoff, Vice-Chair
Jenn Baxter, Member
Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Mgr.
Gwen Jonik, Township Secretary
Jill Bukata, Township Treasurer
John DeMarco, Police Chief
Rhys Lloyd, Building Code Official
Kristin Camp, Esq., Township Solicitor
Dave Leh, Township Engineer
Sheila Fleming, Township Planner

Sushila Subramanian, Park & Rec Board Chair
Cathy Tomlinson, Park & Rec Board Vice-Chair
Sally Winterton, Planning Commission Vice-Chair
Jim Greaney, Zoning Hearing Board Chair
Matt Brown, Authority Administrator
Bob Watts, Authority Chair
Byron Nickerson, Chair, Emergency Management
Planning Commission
Jordan Staub, Historical Commission Vice-Chair

David Schlott, Jr., Township Wastewater Engineer
Chris Williams, Township Traffic Engineer

Sandy D'Amico noted that Bob Schoenberger, long-time resident and Planning Commission member, passed away yesterday. She called the Joint Boards & Commissions Workshop to order at 4:04 PM, led the Pledge of Allegiance, and offered a moment of silence. No one planned to record the Workshop. There were 6 citizens in attendance.

Sandy D'Amico announced that an Executive Session was held March 15, 2021 regarding legal and personnel matters.

Deweese Minor Subdivision Plan – Introduction

Dave Leh provided a summary of the minor subdivision plan for 363 Byers Road, proposing dividing an 11+ acre parcel into a 1+ acre residential lot including the existing house and a 10+ acre lot for agricultural use. Jim Deweese added that the 1+ residential parcel is under agreement for sale and the agricultural lot will remain open space, no development or improvement. They are requesting waivers to not provide a traffic impact study, conservation plan, etc. as this is a minor, uncomplicated subdivision. Kristin Camp, Esq., advised that she reviewed the Plan and would add conditions regarding easement agreements for the shared driveway and the replacement septic field, to be recorded with the Plan. They will seek approval of the Plan at the Board's April 19, 2021 meeting.

Upland Farms – Barn Improvements, Public Water/Sewer Connection Contracts – bid results

Tony Scheivert advised that bids had been received for the prime contracts to affect improvements to the barn at Upland Farms and provide public water and sanitary sewer service to the barn and farmhouse. The improvements include changes to the front doors for ADA compliance, renovation of the lower level for classrooms and restrooms, sprinkler system, masonry work on the exterior, a new electrical system, interior staircase to the upper level.

Improving the upper floor includes restrooms, framing doors and windows. The low bids for the general contracts are as follows: General Contractor \$955,000 by Uhrig Construction; Plumbing \$172,300 and Mechanical \$48,950 by West Chester Mechanical; Electrical \$190,700 by Electri-Tech Fire Suppression \$77,400 by Anchor Fire Protection and Public Water/Sanitary Sewer Connections \$230,010 by Fidelity Contracting.

Alternate items bid pricing included: 1. scenic porch \$71,725; 2. concrete patio \$19,000; 3. interior insulation \$62,000; 4. Unisex bathroom \$22,855; 5. Kitchen, closet, storage, etc. \$218,195; 6. New metal roof \$94,000; 7. Lower-level East office \$112,780.

Discussion included: the scenic porch is a crown jewel and would provide shade for the classrooms downstairs; residents who don't want to rent the barn could use the scenic porch shade for their programs; the porch is 9.5 ' x 50' - it will handle a lot of people; the porch would be an emergency exit for the upper floor; seek input from Boards and Commissions regarding the phased construction efforts; DARC would use the building and property for a variety of their programs; decide what uses are preferred now and those for the future; overall occupancy is 130-162; is there adequate parking – 48 spaces now; perhaps overflow on Darrell Drive; relocate dumpster and provide more parking; these bids are valid until April 24; construction materials costs are on the rise; will no kitchen affect the usefulness or rentability?; restrooms for both floors is favored now; over the years, the vision for the barn and property was for educational and environmentally friendly uses, with the nearby public and private schools; recommend inside improvements at this time, including a few of the alternates and determine a Phase 2 for the rest; a playground for little kids was suggested; use the existing driveway for additional parking; the house needs repairs.

Boards and Commissions Updates

Emergency Management Planning Commission (EMPC)

Cathy Tomlinson reported that the EMPC will hold their meeting at Lionville Fire Company to see the new firetruck, which was purchased with Upper Uwchlan's monetary help; Jamie Goncharoff added that the EMPC is thriving and energetic and they appreciate the attendance by County EMS liaison Tony Przychodzien; and Tony Scheivert added he recently met with representatives of Glen Moore who will be buying a new truck in the near future, and East Brandywine Fire Company is renovating their Station.

Historical Commission (HC)

Jordan Staub, Vice-Chair, reported that the HC's mission is to protect and preserve historic buildings and items. Over the last few months, the HC has transitioned from Brett Hand's leadership to Vivian McCardell's, and the HC thanks Brett for his service. They are making connections with the County Historical Society and East Brandywine's Society, going through the Township's historic resource list and editing it for the County Atlas, looking to digitize property files and records. Jamie Goncharoff suggested displaying some artifacts and such in the renovated Upland Farms barn. Jordan added they hope to have interactive presentations in the Upland Farms house/museum.

Municipal Authority

Bob Watts, Chair, noted the Route 100 wastewater treatment facility (WWTF) can treat more than we need but we need more land for disposal. Matt Brown advised the Authority started looking 3 years ago and found 5 sizable parcels, all outside the Township. We might pursue one of the properties in West Vincent Township. Phase 3 of the Route 100 WWTF is coming up in 2022, for committed projects within the Route 100 area. A draft of the updated Township-wide Act 537 Plan, the roadmap for the next 20 years' sewer service, was presented to the Authority in March. After members have provided their comments, it will go to the Township and County Planning Commissions. The Byers Road extension project is being awarded later this month. The Milford Farms extension will be bid this summer for construction in the fall.

The Meadow Creek system will be extended to flow to the Greenridge WWTF, then add the Meadow Creek Lane residents impacted by the Sunoco pipeline; hope to bid in the fall and construct this winter.

Barry Dilibero questioned sewer service on Route 100 south of Byers Road. Matt Brown will contact him.

Park & Recreation Board

Sushila Subramanian, Chair, thanked Shanna Lodge for her previous assistance as Staff liaison, which is now Tony Scheivert. Activities this past year were adjusted due to Covid – the fireworks were held the Saturday after Thanksgiving as the Block Party was cancelled, and that timing will be repeated this year as well; the Easter Bunny parade via fire truck instead of the egg hunt; Hickory Park is busy; DARC is offering summer camps; keep working on trail connections; thinking about a bird watching program at Upland Farms, and rock sculptures. Jamie Goncharoff asked about a cricket field. Sushila noted it's been discussed but there's not enough room at the parks.

Planning Commission (PC)

Gwen Jonik reported that there are 5 residents interested in the PC vacancy, and as Sandy D'Amico noted earlier, current Chairman Bob Schoenberger passed away yesterday. The Commission will be working on updating the Village Concept Plan (2010) and Village Design Guidelines (2011).

Zoning Hearing Board (ZHB)

Jim Greaney reported the ZHB held a hearing for single-student music lessons in a private residence; there were 2 ZHB members in attendance, which was a quorum for the hearing, but they postponed their annual reorganization until the next hearing.

Disposition of Township Property

Gwen Jonik advised that the Public Works Department has 2 mowers to offer for sale. The equipment met the replacement schedule for age and/or hours in service. Jamie Goncharoff moved, seconded by Jenn Baxter, to authorize advertisement of the equipment for sale. The motion carried unanimously.

Open Session

Jamie Goncharoff commented that he's attending a cable franchising seminar through the State Association (PSATS), he'll follow up afterward with the Cohen Group regarding the franchise fee, and report back to the Board. He also commented that with the township finances being in good shape, we could look for ways to give back to the residents, perhaps a greater discount for the trash bill or no franchise fee.

Adjournment

There being no further business to be brought before the Board, Sandy D'Amico adjourned the Workshop at 6:07 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS
MEETING
April 19, 2021
Minutes
DRAFT

LOCATION: This was a virtual meeting, held via Zoom video/audio conferencing, to minimize public exposure to COVID-19. 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.

Attending:

Board of Supervisors

Sandra M. D'Amico, Member
Jamie W. Goncharoff, Member
Jenn F. Baxter, Member

Kristin Camp, Esq., Township Solicitor

Township Administration

Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager
Jill Bukata, Township Treasurer
John DeMarco, Police Chief
Rhys Lloyd, Building Code Official
Anthony Campbell, Zoning Officer
Mike Heckman, Director of Public Works
Dave Leh, Township Engineer
Chris Williams, Township Traffic Engineer

Mrs. D'Amico called the meeting to order at 7:04 p.m., led the Pledge of Allegiance and offered a moment of silence. Joanne McNaughton requested a copy of a recording of the meeting. There were approximately twenty-eight members of the public in attendance.

Approval of Minutes

Mr. Goncharoff moved to approve the minutes of the March 9, 2021 Board Workshop. Mrs. Baxter seconded the motion, and the minutes were approved. Mr. Goncharoff moved to approve the March 15, 2021 Board Meeting minutes. Mrs. Baxter seconded the motion. The motion carried, and the minutes were approved.

Approval of Payments

Mr. Goncharoff moved, seconded by Mrs. Baxter, to pay all vendors as listed April 15, 2021. The motion carried unanimously.

Treasurer's Report

Jill Bukata reported the balance sheet remains strong; year-to-date revenues are at 38.2% of the budget; year-to-date expenses are at 19.7% of the budget; earned income tax receipts through April 14 were \$1,143,446 which is \$125,000 higher than the end of April 2020.

Supervisor's Report

Mrs. D'Amico presented recognitions to volunteers Stephen Beckman, Bernie Carroll, and Brett Hand, volunteers with the Township who recently resigned from their respective posts.

Mrs. D'Amico announced that the Board is considering the application of Lisa Sheldon to serve on the Park and Recreation Board. Lisa has been an active attendee to the Park and Rec Board meetings for the last several months. The Board of Supervisors and Park and Recreation Board Chairperson Sushila Subramanian have met with Ms. Sheldon and believe she will be a great

addition to the group. Mr. Goncharoff moved to appoint Ms. Sheldon to the Park and Recreation Board. Mrs. Baxter seconded. The motion carried unanimously, and Ms. Sheldon was appointed.

John Edwards, President of the East Brandywine Fire Company (EBFC) attended the meeting to present plans for a station renovation. Mr. Edwards highlighted the company's present volunteer operations, building history and challenges, as well as the design and budget for a renovation. He shared floorplans and architectural renderings. The EBFC is requesting the financial support of Upper Uwchlan Township; Mr. Edwards specifically noted an unexpected replacement of a generator, which is expected to cost \$148,600. Members of the public interested in the Company's May 16th fundraising event at Stolen Sun brewery can find information on the EBFC website. Mrs. D'Amico inquired about the financing package that will fund the project. Mr. Edwards responded that it is a 20-year term loan at just over 3% interest. Mr. Goncharoff thanked EBFC and its volunteers. He inquired about the fire apparatus used by EBFC and the company's call volume. Mr. Edwards will follow up with Mr. Scheivert via email with volume data. Mrs. D'Amico thanked EBFC for partnering with the Township for the Easter Bunny Parade event.

Mrs. D'Amico read through the following calendar items: May 11, 2021 Board Workshop, May 17, 2021 Board Meeting, Township offices will be closed on Memorial Day, and yard waste pickups will take place on April 21 and 28, May 5 and 12. She reported that executive sessions of the Board regarding personnel were held April 13 and 19.

Open Session

Mrs. D'Amico called for a partial open session on the subject of Park Road. The following residents spoke about their concerns with speeding on Park Road: Jeff Polk, 3 Heron Hill Drive; Vince McVeigh, 437 Carpenters Cove Lane; Zach Shafer, 47 Heron Hill Drive; Froney Crawford, 30 Heron Hill Drive; Kevin McGuigan, 7 Heron Hill Drive; Doug Vaughen, 5 Heron Hill Drive; Deb Collins, 202 Harbour Ridge; Ike Harper, 40 Heron Hill Drive; and Kristin Comunale, 2 Heron Hill Drive. Suggestions included: a crosswalk the Heron Hill/Park Road intersection, pedestrian activated crossing lights, additional signage, and increased police patrols. Traffic Engineer Chris Williams and Chief DeMarco spoke about data that supports the concerns of the residents and offered to explore traffic calming options to mitigate the issue.

Mr. Scheivert provided the following update to the Park Road attendees regarding the turnpike bridge replacement project: The Park Road bridge contractor plans to replace the bridge with the least disruptive road work possible, hopefully limiting road closures to night work. Single lane closures may still occur, but ideally, they will be limited to night hours. Ms. Subramanian of the Park and Recreation Board asked about electronic signage notifying residents and users of Hickory Park of the closure; Mr. Scheivert noted that the contractor is required to post such signs.

ADMINISTRATION REPORTS

Township Engineer's Report

Mr. Leh reported that the Marsh Lea subdivision is nearing completion and final paving will be in early May. Dedication is expected this construction season.

Building and Codes Department Report

Mr. Lloyd reported that March was a busy month with 86 permits issued, a 40% increase over the last three-year average. Year to date permit fees total \$171,032. The last building permits have been issued for Chester Springs Crossing and the Villages at Chester Springs; the second townhouse permit was approved for the Enclave at Chester Springs, and construction is at full swing at the Preserve at Marsh Creek.

Police Chief's Report

Chief DeMarco reported that last month's activities included: 216 traffic stops, 99 traffic citations issued, 165 traffic warnings issued, 16 reported crimes and 8 criminal arrests. Many of the reported crimes were cases of identity theft. The Chief urged residents who are victims of identity theft to report this immediately to the Police Department. The Junior Police Academy is full or nearly full. This summer the Department will be back in the community; watch the UUT Police Facebook page for water ice visits. Two part-time police officers have been brought on board and are in the field training program, working with a full-time officer daily.

Public Works Department Report

Mr. Heckman reported that the Department received and completed 277 work orders last month. Stormwater and wetland work on Davenport Drive was completed with permitting from DEP. Street sweeping is nearly complete and base repairs will begin soon to prepare for resurfacing.

Mr. Heckman reported results from the 2021 Road Materials bid opening. After labor and fuel adjustment, the low bidder for Bituminous Concrete (Warm Mix) was Glasgow, Inc. at a cost of \$35,475 if all material is purchased. Mr. Goncharoff moved, seconded by Mrs. Baxter to award the contract to Glasgow. The motion carried.

After labor and fuel adjustment, the Coarse Aggregate low bidder was also Glasgow, Inc. at a cost of \$6,750. Mr. Goncharoff moved, seconded by Mrs. Baxter to award the contract to Glasgow. The motion carried.

Mr. Goncharoff asked Mr. Heckman about requests for use of the street sweeper. Mr. Heckman noted that occasionally there are requests from people who blow leaves in the street; yard waste is not collected this way. Other occasions where sweeping is requested are usually when a neighborhood is not completed at the end of a workday. Mr. Heckman noted that street sweeping is something the residents appreciate, and the department does receive thank you calls for this work.

Land Development

Deweese Minor Subdivision Plan

Mr. Leh presented the minor subdivision of the property at 363 Byers Road. The plan divides an 11+ acre parcel into a 1+ acre lot containing an existing house (to be sold), and a 10+ acre parcel to be retained by the owner, Mr. Jim Deweese, for agricultural use with no plans to develop or improve. The plan has been reviewed and recommended by the Planning Commission and Township consultants. Ms. Camp noted that an attorney has been obtained by Mr. Deweese to address the outstanding easements – driveway and septic - and complete these items in time to be recorded with the Final Plan.

Mr. Goncharoff moved to grant final approval of the plan subject to the following conditions:

1. The Final Plan shall be revised to comply with Gilmore & Associates, Inc. review letter dated April 5, 2021.
2. Applicant shall prepare a driveway easement over Lot 2 for the benefit of Lot 1 for use of a shared driveway depicted on the Final Plan. Such easement shall be approved by the Township Solicitor and recorded contemporaneously with the Final Plan. Plan Note C shall be revised to require this easement agreement to be recorded with the Final Plan.
3. Applicant shall prepare an easement for the replacement septic field for the septic system on Lot 1 in the location depicted on Lot 2 on the Final Plan. Such easement agreement shall be approved by the Township Solicitor and recorded contemporaneously with the Final Plan. Plan Note D shall be revised to require this easement agreement to be recorded with the Final Plan.

4. Due to the limited scope of the subdivision proposed on the Final Plan, the Board grants waivers from the following sections of the Township's Subdivision and Land Development Ordinance: § 162-9.B(1)(h), §162-9.B(2)(d)[1], §162-9.B(2)(d)[2] and §162-9.B(2)(d)[3] to not require a site analysis, conservation plan or impact plan.

Mrs. Baxter seconded the motion. Comments: Mr. Dewees inquired whether both easements could be a single easement; Ms. Camp confirmed this is acceptable. The motion passed and the subdivision plan was approved.

Enclave at Chester Springs – Escrow Release #1 Sanitary Sewer Improvements

Mr. Leh presented escrow release #1 for sanitary sewer improvements at the Enclave at Chester Springs. It has been reviewed by ARRO Engineers, who recommend a release of \$119,330. Mrs. Baxter moved to approve the release. Mr. Goncharoff seconded, and the motion carried.

ADMINISTRATION

Environmental Advisory Council Ordinance – Consider Approval

Ms. Lodge presented a draft ordinance establishing an Environmental Advisory Council, which was duly advertised on April 6 in the Daily Local News. Mrs. Baxter moved to adopt the ordinance; Mr. Goncharoff seconded the motion. Mr. Goncharoff commented that this will be a great opportunity to improve the community and environment. The motion carried unanimously, and the ordinance was approved. A call for volunteers for the Council will be posted on the Township website, social platforms, and, if still relevant, in the fall newsletter.

Verizon Franchise Renewal Agreement Ordinance – Authorize Advertisement

Mr. Scheivert presented the Verizon Franchise renewal agreement. The Township worked with several other Chester County municipalities to hire Cohen Law Group as counsel in the negotiation. This agreement includes a 5% franchise fee and new consumer advocacy language. The agreement is for five years. Ms. Camp reported that Mr. Cohen negotiated the highest fee permitted federally, which is 5%.

Mr. Goncharoff advocated that the Township reduce the franchise fee from 5% to 3% to ease the burden of the franchise fee, which is ultimately passed along to the customer/resident. He suggested the Board similarly decrease the Comcast franchise fee to 3% when that contract comes up for renewal. Mrs. D'Amico asked what the average reduction felt by a resident would be with Mr. Goncharoff's suggested reduction. Mr. Goncharoff advised that those numbers have not been calculated, but that other municipalities charge a fee of 3%. Mr. Scheivert reported that the Township received \$110,280 from Verizon and \$103,126 from Comcast in franchise fee revenue. Mr. Scheivert noted that these fees received from both Verizon and Comcast have been declining due to decreased interest in traditional cable in favor of streaming options. A 3% reduction in the Verizon and Comcast fees would be a reduction of approximately \$85,000 in revenue. Ms. Camp suggested that residents could check their cable bill for a franchise fee line item. Mrs. D'Amico suggested that the Board authorize advertisement, and the final percentage be determined when additional data is available. Ms. Camp suggested that the ordinance could be advertised for consideration at the May 17th meeting, allowing for further discussion at the workshop. Mr. Scheivert noted that as this change would benefit Verizon, there is not concern that there would be additional, timely, negotiations. Mrs. D'Amico noted that her quick calculations showed a \$1.50 to \$2.50 per month savings to each customer. She suggested this may not be a worthwhile tradeoff compared to the \$85,000 in revenue that the Township could put toward larger efforts.

Mr. Goncharoff moved to approve the advertisement of the ordinance for consideration at the May 17th meeting. Mrs. Baxter seconded, and the motion carried.

Traffic Signal Maintenance Agreement Resolution

Mr. Scheivert presented a Resolution authorizing the Township Manager to sign documents associated with PennDOT's Traffic Signal Maintenance Agreement (TSMA) and future signal permits. Mr. Heckman added that this consolidates paperwork for the multiple traffic signals in the Township. Mr. Goncharoff moved to approve the Resolution. Mrs. Baxter seconded. The motion carried.

Upland Farms – Barn Renovation Bid Award

Mr. Scheivert reported bid results for the prime contractors for the Upland Farms Barn renovation project. He presented a cost analysis that included various combinations of alternates. The scenic porch and patio are Alternates #1 and 2; Interior insulation is Alternate #3; Unisex bathroom is Alternate #4; Kitchen, Closets, and Storage is Alternate #5, New metal roof is Alternate #6; and Lower-Level Office is Alternate #7. Regarding these alternates, Tony Ganguzza, of the construction management firm Boyle Construction, added that if the Board is going to consider the scenic porch, it would be a good idea to include the concrete patio as well. Mr. Goncharoff inquired about the downside to postponing the scenic porch. Mr. Ganguzza suggested that downsides might include the cost of materials, which could fluctuate, and that additional construction will inhibit access to that area of the barn and park. Mr. Heckman added that landscaping may need to be redone between phases if all exterior work is not completed in Phase 1. Mrs. Baxter asked if alternates not selected will be rebid in a future phase, which Mr. Ganguzza confirmed. The re-bid costs will not be significant, as an additional phase for the kitchen, etc. would be re-bid anyway. Mrs. Baxter asked if a new phase would require newly created contract documents, or if existing plans could be modified. Mr. Ganguzza advised that the plans could be modified to exclude completed work.

A discussion of the scenic porch and overall use of the facility followed. Mrs. D'Amico asked about the envisioned uses for the scenic porch. Mrs. Baxter suggested that the Park and Recreation Board could review planned or phased usage of the facility and suggested that construction could respond to those planned levels of usage. Ms. Subramanian, the Park and Recreation Board Chair, inquired about parking; Mr. Scheivert noted that is not in the plan for this first phase, but that Mr. Leh has sketched a rudimentary design for 21 additional spaces that could be included in a future phase. Ms. Subramanian noted that there is interest in use of the facility for rentals, but that this is not meant to fund the maintenance. She advocated that the facility could be used as a community space, with use by schools and local non-profit organizations. She further confirmed that a kitchen is not needed for an early phase. Mr. Goncharoff opined that the scenic porch would be useful even if the facility is not rented for parties, etc. Mr. Scheivert and Mr. Heckman suggested that the Township could pull the patio from the contract and have that done separately, which Mr. Ganguzza noted is feasible. Mr. Scheivert asked for insight from Cathy Tomlinson, who was a part of the UPFAC (Upland Farms Committee.) Mrs. Tomlinson advocated for action on this project because it has been so long in coming. Ms. Subramanian inquired about fundraising, but Mr. Scheivert suggested that the greater concern is not financial, but rather making a useful investment. Mr. Ganguzza advised that the benefit of adding the porch and patio now, if planned to be completed eventually, is the relatively low bid price. Mr. Campbell concurred, adding that the pricing is particularly good considering the commercial requirements.

Mr. Goncharoff moved to award Uhrig the General Contractor contract at the bid specified (\$966,000) in the agenda packet, plus alternates 1,2,3,4,6. Mrs. Baxter seconded. The motion carried.

- Alternate 1. Scenic Porch: \$71,725
- Alternate 2. Concrete Patio: \$19,000
- Alternate 3. Interior Insulation: \$62,000
- Alternate 4. Unisex Bathroom: \$22,855

~~Alternate 5. Kitchen, closet, storage, etc. \$218,195~~

Alternate 6. New metal roof: \$94,000

~~Alternate 7. Lower Level East Office: \$112,780~~

Mr. Goncharoff moved to award Electri-Tech the Electrical contract at the bid specified (\$190,700) in the agenda packet, plus alternates 1 and 4. Mrs. Baxter seconded. The motion carried.

Mr. Goncharoff moved to award West Chester Mechanical the Plumbing contract at the bid specified (\$172,300) in the agenda packet, plus alternate 4. Mrs. Baxter seconded. The motion carried.

Mr. Goncharoff moved to award West Chester Mechanical the Mechanical contract at the bid specified (\$48,950) in the agenda packet, plus alternate 4. Mrs. Baxter seconded. The motion carried.

Mr. Goncharoff moved to award Anchor Fire Protection the Fire Suppression contract at the bid specified (\$77,400) in the agenda packet, plus alternates 1 and 4. Mrs. Baxter seconded. The motion carried.

Upland Farms – Sewer Connection Bid Award

Mr. Scheivert reported results from the bid opening for the water and sewer connection at Upland Farms. He recommended that the water and sewer connection contracts be awarded to the low bidder, Fidelity Contracting in the amount of \$230,010. Mr. Goncharoff moved to award the contract, Mrs. Baxter seconded, and the motion carried.

Open Session

Joanne McNaughton, of Moore Road, expressed support for the residents of Park Road and suggested that the full length of Park Road should be at 25 miles per hour. Separately, she inquired about a site visit to 260 Sierra Drive. Mr. Scheivert advised that this visit did take place and apologized for failing to notify Mrs. McNaughton. Mrs. McNaughton requested an evaluation on her property. She inquired about her recent right to know request. Mrs. D'Amico advised that the Board has not had time to review that request, as it was received today, but that the Board would do so. Mrs. McNaughton requested a more thorough references to the Township Code than Mr. Campbell previously had provided.

Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the meeting at 9:43 p.m.

Respectfully submitted,

Shanna Lodge
Assistant Township Manager

May 14, 2021
10:32 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 52031 to 52120
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
52031	04/19/21	NORMGLAS NORMAN T. GLASS "RESTORATIONS"	1,500.00	04/30/21 2403
52032	04/19/21	KEMME010 PAUL E. KEMME	164.64	04/30/21 2405
52033	05/06/21	SHIYISHA SHIYI SHAN	334.74	2409
52034	05/17/21	21ST 21st CENTURY MEDIA PHILLY	414.93	2417
52035	05/17/21	ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY	65.60	2417
52036	05/17/21	AQUAP010 AQUA PA	1,675.14	2417
52037	05/17/21	ARROC010 ARRO CONSULTING, INC.	332.25	2417
52038	05/17/21	ATTMOBIL AT & T MOBILITY	862.52	2417
52039	05/17/21	AXONENTE AXON ENTERPRISE, INC	170.86	2417
52040	05/17/21	BABSTCAL BABST, CALLAND, CLEMENTS	2,289.50	2417
52041	05/17/21	BARBA010 BARBACANE THORNTON & COMPANY	5,050.00	2417
52042	05/17/21	BCGARAGE B & C GARAGE DOORS	5,700.00	2417
52043	05/17/21	BRANDFLA BRANDYWINE FLAGS	280.00	2417
52044	05/17/21	BRANDSPC BRANDYWINE VALLEY SPCA	172.20	2417
52045	05/17/21	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	3,107.50	2417
52046	05/17/21	BURKHOLD BURKHOLDER MFG, INC.	130.60	2417
52047	05/17/21	CEDAR010 CEDAR HOLLOW RECYCLING	1,051.28	2417
52048	05/17/21	CHARLHIG CHARLES A HIGGINS & SONS	4,516.82	2417
52049	05/17/21	COLLIFL COLLIFLOWER, INC	339.25	2417
52050	05/17/21	COLON010 COLONIAL ELECTRIC SUPPLY CO.,	1,395.51	2417
52051	05/17/21	COMCA010 COMCAST	1,131.60	2417
52052	05/17/21	DELAW030 DELAWARE VALLEY HEALTH TRUST	49,775.81	2417
52053	05/17/21	DELTRUST DELAWARE VALLEY PROP&LIA TRST	20,039.50	2417
52054	05/17/21	DEWEE010 DEWEES BROTHERS PLUMBING & HEA	306.94	2417
52055	05/17/21	DIGITALL DIGITAL-ALLY	845.75	2417
52056	05/17/21	DIICOMPU DII COMPUTERS, INC	155.00	2417
52057	05/17/21	DVWCT DELAWARE VALLEY WORKERS COMP	15,456.50	2417
52058	05/17/21	EAGLE140 EAGLE TOPSOIL & STONE	40.00	2417
52059	05/17/21	EAGLEPEQ EAGLE POWER TURF & TRACTOR	179.80	2417
52060	05/17/21	EAGLHARD EAGLE HARDWARE	35.21	2417
52061	05/17/21	ECKERTSE ECKERT SEAMANS	2,242.00	2417
52062	05/17/21	FISHE010 FISHER & SON COMPANY, INC.	109.00	2417
52063	05/17/21	FREDBEAN FRED BEANS FORD LINCOLN OF WC	560.25	2417
52064	05/17/21	FRONTAGE FRONTAGE LABORATORIES	1,200.00	2417
52065	05/17/21	GARNETFD GARNET FORD	5.76	2417
52066	05/17/21	GATHE010 BRIAN E. GATHERCOLE	822.50	2417
52067	05/17/21	GENESIS GENESIS GREEN SUPPLY	702.00	2417
52068	05/17/21	GIANN010 JEFFREY C. GIANNINI	68.00	2417
52069	05/17/21	GILMO020 GILMORE & ASSOCIATES, INC	8,742.90	2417
52070	05/17/21	GLASG010 GLASGOW, INC.	3,910.73	2417
52071	05/17/21	GLENM010 GLENMORE FIRE COMPANY	4,274.50	2417
52072	05/17/21	GLSAYRE G. L. SAYRE	2,431.96	2417
52073	05/17/21	HARRI005 Harrisburg Area Community Coll	600.00	2417
52074	05/17/21	HAWEI010 H.A. WEIGAND, INC.	721.00	2417
52075	05/17/21	HELPNOW HELP-NOW,LLC	4,285.63	2417
52076	05/17/21	ICMA0010 ICMA	1,985.60	2417
52077	05/17/21	INTER010 INTERCON TRUCK EQUIPMENT	322.56	2417
52078	05/17/21	IRONM010 IRON MOUNTAIN	85.80	2417
52079	05/17/21	JONESSTE STEVEN R. JONES	2,772.00	2417
52080	05/17/21	KEENC010 KEEN COMPRESSED GAS COMPANY	461.54	2417
52081	05/17/21	LINESYST TELESYSTEM	1,113.89	2417

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Check #	Check Date	Vendor	Amount Paid	Reconciled/void	Ref Num
52082	05/17/21	LIONV010 LIONVILLE FIRE COMPANY	37,141.00		2417
52083	05/17/21	LUDWI030 LUDWIG'S CORNER FIRE COMPANY	37,080.00		2417
52084	05/17/21	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	62.16		2417
52085	05/17/21	MARSH020 MARSH CREEK SIGNS	905.00		2417
52086	05/17/21	MATRIXDC MATRIX TRUST COMPANY	8,058.16		2417
52087	05/17/21	MCMAH010 MCMAHON ASSOCIATES, INC.	5,665.00		2417
52088	05/17/21	MULCH010 MULCH & MORE	89.00		2417
52089	05/17/21	NAPA0010 NAPA AUTO PARTS	677.65		2417
52090	05/17/21	NORMGLAS NORMAN T. GLASS "RESTORATIONS"	1,500.00		2417
52091	05/17/21	NORTH040 NORTHERN SAFETY & INDUSTRIAL	105.43		2417
52092	05/17/21	PARAD010 ROBERT PARADIS	50.00		2417
52093	05/17/21	PECO0010 PECO ENERGY	3,196.03		2417
52094	05/17/21	PENNS030 PA CHIEFS OF POLICE ASSOC	35.00		2417
52095	05/17/21	PERSPROT PERSONAL PROTECTION CONSULTANT	598.00		2417
52096	05/17/21	POSTM010 POSTMASTER UWCHLAND	188.00		2417
52097	05/17/21	ROBLITTL ROBERT E. LITTLE, INC.	31.78		2417
52098	05/17/21	SERV010 SERVICE TIRE TRUCK CENTER	1,968.00		2417
52099	05/17/21	SIRSP010 SIR SPEEDY	184.00		2417
52100	05/17/21	SMALE010 SMALE'S PRINTERY	1,293.50		2417
52101	05/17/21	STAPLADV STAPLES BUSINESS CREDIT	346.34		2417
52102	05/17/21	STAPLCRP STAPLES CREDIT PLAN	879.54		2417
52103	05/17/21	STEPHEQU STEPHENSON EQUIPMENT, INC.	754.19		2417
52104	05/17/21	STRATIX STRATIX SYSTEMS	605.65		2417
52105	05/17/21	STUBB010 STUBBE CONSULTING LLC	97.28		2417
52106	05/17/21	STYER010 STYER PROPANE	637.66		2417
52107	05/17/21	SWEETWAT SWEETWATER NATURAL PRODUCTS LL	148.50		2417
52108	05/17/21	TDAMEDEF TD AMERITRADE FBO 915-011842	19,762.75		2417
52109	05/17/21	TDAMEPOL TD AMERITRADE FBO 915-011550	64,273.75		2417
52110	05/17/21	TONYSCHE TONY SCHEIVERT	100.00		2417
52111	05/17/21	TRAISR TRAISR BY MCMAHON	3,548.55		2417
52112	05/17/21	TRITECH TRITECH SOFTWARE SYSTEMS	2,870.70		2417
52113	05/17/21	UWCHL010 UWCHLAN AMBULANCE CORPS	13,519.00		2417
52114	05/17/21	VERIZ010 VERIZON	590.59		2417
52115	05/17/21	VERIZFIO VERIZON	124.99		2417
52116	05/17/21	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		2417
52117	05/17/21	VILLA010 MEDCENTER 100	265.00		2417
52118	05/17/21	WITME010 WITMER PUBLIC SAFETY GROUP, INC	939.62		2417
52119	05/17/21	WOLFI010 WOLFWINGTON BODY COMPANY, INC.	976.61		2417
52120	05/17/21	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	140.46		2417

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	90	0	364,563.10	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	90	0	364,563.10	0.00

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Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 52031 to 52120
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
52031	04/19/21	NORMGLAS NORMAN T. GLASS "RESTORATIONS"				04/30/21	2403
21-00474	1	upland - restore corn crib	1,500.00	01-454-005-250 Repairs & Maint	Expenditure		1 1
52032	04/19/21	KEMME010 PAUL E. KEMME				04/30/21	2405
21-00476	1	november-january services	164.64	01-410-000-158 Medical Expense Reimbursements	Expenditure		1 1
52033	05/06/21	SHIYISHA SHIYI SHAN					2409
21-00507	1	r/e tax refund	334.74	01-301-000-013 Real Estate Tax Refunds	Revenue		1 1
52034	05/17/21	21ST 21st CENTURY MEDIA PHILLY					2417
21-00519	1	twp - financial statement	154.78	01-400-000-341 Advertising	Expenditure		1 1
21-00519	2	twp - ordinance review	260.15	01-400-000-341 Advertising	Expenditure		2 1
			414.93				
52035	05/17/21	ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY					2417
21-00522	1	pw - air fresheners	65.60	01-438-000-200 Supplies	Expenditure		10 1
52036	05/17/21	AQUAP010 AQUA PA					2417
21-00520	1	pw	50.00	01-409-001-360 Utilities	Expenditure		3 1
21-00520	2	ff	36.00	01-454-003-360 Utilities	Expenditure		4 1
21-00520	3	upland	980.00	01-454-005-360 Utilities	Expenditure		5 1
21-00520	4	twp	99.00	01-409-003-360 Utilities	Expenditure		6 1
21-00520	5	twp	182.00	01-409-003-360 Utilities	Expenditure		7 1
21-00520	6	hp	328.14	01-454-002-360 Utilities	Expenditure		8 1
			1,675.14				
52037	05/17/21	ARROC010 ARRO CONSULTING, INC.					2417
21-00521	1	project 17000.00 consulting	332.25	01-408-000-313 Non Reimbursable	Expenditure		9 1
52038	05/17/21	ATTMOBIL AT & T MOBILITY					2417
21-00523	1	pd - cells	445.03	01-410-000-320 Telephone	Expenditure		11 1
21-00523	2	admin	60.19	01-400-000-320 Telephone	Expenditure		12 1
21-00523	3	admin	12.74	01-401-000-322 Ipad Expense	Expenditure		13 1

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
52038	AT & T MOBILITY	Continued					
21-00523	4	codes	60.19	01-413-000-320 Telephone	Expenditure	14	1
21-00523	5	codes	46.97	01-413-000-322 Ipad Expense	Expenditure	15	1
21-00523	6	pw	163.53	01-438-000-320 Telephone	Expenditure	16	1
21-00523	7	pw	73.87	01-438-000-322 Ipad Expense	Expenditure	17	1
			862.52				
52039	05/17/21	AXONENTE AXON ENTERPRISE, INC					2417
21-00608	1	pd - holsters	170.86	01-410-000-238 Clothing/Uniforms	Expenditure	200	1
52040	05/17/21	BABSTCAL BABST, CALLAND, CLEMENTS					2417
21-00525	1	land use - special counsel	2,289.50	01-404-000-311 Non Reimbursable Legal	Expenditure	19	1
52041	05/17/21	BARBA010 BARBACANE THORNTON & COMPANY					2417
21-00529	1	audit - twp year end 2020	3,225.00	01-402-000-450 Contracted Services	Expenditure	23	1
21-00529	2	audit - non uniform pension	400.00	01-402-000-450 Contracted Services	Expenditure	24	1
21-00529	3	audit - police pension	425.00	01-402-000-450 Contracted Services	Expenditure	25	1
21-00529	4	audit - tax collector end 2019	1,000.00	01-402-000-450 Contracted Services	Expenditure	26	1
			5,050.00				
52042	05/17/21	BCGARAGE B & C GARAGE DOORS					2417
21-00527	1	pw - install liftmasters	5,700.00	01-409-001-250 Maint & Repair	Expenditure	21	1
52043	05/17/21	BRANDFLA BRANDYWINE FLAGS					2417
21-00526	1	upland - flag	280.00	01-454-005-200 Supplies	Expenditure	20	1
52044	05/17/21	BRANDSPC BRANDYWINE VALLEY SPCA					2417
21-00528	1	spca	172.20	01-422-000-530 Contributions/SPCA	Expenditure	22	1
52045	05/17/21	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI					2417
21-00609	1	april - general services	3,107.50	01-404-000-311 Non Reimbursable Legal	Expenditure	201	1
52046	05/17/21	BURKHOLD BURKHOLDER MFG, INC.					2417
21-00524	1	parks - ball mount, pin & clip	130.60	01-454-001-200 Supplies	Expenditure	18	1
52047	05/17/21	CEDAR010 CEDAR HOLLOW RECYCLING					2417
21-00530	1	pw - mixed material	546.15	01-438-000-450 Contracted Services	Expenditure	27	1

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52047	CEDAR HOLLOW RECYCLING	Continued				
21-00530	2	pw - mixed material	505.13	01-438-000-450 Contracted Services	Expenditure	28 1
			<u>1,051.28</u>			
52048	05/17/21	CHARLHIG CHARLES A HIGGINS & SONS				2417
21-00535	1	traffic light maintenance	3,395.04	01-434-000-450 Contracted Services	Expenditure	34 1
21-00535	2	traffic light maintenance	760.40	01-434-000-450 Contracted Services	Expenditure	35 1
21-00535	3	traffic light maintenance	361.38	01-434-000-450 Contracted Services	Expenditure	36 1
			<u>4,516.82</u>			
52049	05/17/21	COLLIFL COLLIFLOWER, INC				2417
21-00532	1	pw - hose assembly	293.44	01-438-000-245 Highway Supplies	Expenditure	29 1
21-00605	1	pw - hose assembly	45.81	01-438-000-200 Supplies	Expenditure	197 1
			<u>339.25</u>			
52050	05/17/21	COLON010 COLONIAL ELECTRIC SUPPLY CO.,				2417
21-00533	1	2020 pw shop lights	1,395.51	01-409-001-250 Maint & Repair	Expenditure	30 1
52051	05/17/21	COMCA010 COMCAST				2417
21-00534	1	upland	311.91	01-454-005-450 Contracted Services	Expenditure	31 1
21-00534	2	twp	511.34	01-409-003-450 Contracted Services	Expenditure	32 1
21-00534	3	pw	308.35	01-409-001-450 Contracted Services	Expenditure	33 1
			<u>1,131.60</u>			
52052	05/17/21	DELAW030 DELAWARE VALLEY HEALTH TRUST				2417
21-00538	1	admin	5,152.00	01-401-000-156 Employee Benefit Expens	Expenditure	60 1
21-00538	2	pd	24,277.93	01-410-000-156 Employee Benefit Expense	Expenditure	61 1
21-00538	3	codes	3,964.04	01-413-000-156 Employee Benefit Expens	Expenditure	62 1
21-00538	4	pw	12,997.97	01-438-000-156 Employee Benefit Expense	Expenditure	63 1
21-00538	5	pw - facilities	3,383.87	01-438-001-156 Employee Benefit Expense	Expenditure	64 1
			<u>49,775.81</u>			
52053	05/17/21	DELTRUST DELAWARE VALLEY PROP&LIA TRST				2417
21-00536	1	twp bldg	3,562.78	01-409-003-351 Insurance Property	Expenditure	37 1
21-00536	2	milford	508.97	01-409-004-351 Insurance - property	Expenditure	38 1

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PO #	Item	Description	Account	Type	Contract	Ref Seq	Acct		
52053	DELAWARE VALLEY PROP&LIA TRST	Continued							
21-00536	3	hp	1,017.94	01-454-002-351 Insurance-Property	Expenditure	39	1		
21-00536	4	upland	1,017.94	01-454-005-351 Insurance - Building	Expenditure	40	1		
21-00536	5	pw bldg	3,053.81	01-409-001-351 Insurance-Property	Expenditure	41	1		
21-00536	6	ff	1,017.94	01-454-003-351 Insurance Property	Expenditure	42	1		
21-00536	7	general govt	4,347.68	01-400-000-352 Insurance-Liability	Expenditure	43	1		
21-00536	8	exec	91.75	01-401-000-352 Insurance - Liability	Expenditure	44	1		
21-00536	9	pd	3,278.56	01-410-000-352 Insurance - Liability	Expenditure	45	1		
21-00536	10	codes	91.75	01-413-000-352 Insurance - Liability	Expenditure	46	1		
21-00536	11	pw	405.31	01-438-000-352 Insurance - Liability	Expenditure	47	1		
21-00536	12	pw - facilities	405.31	01-438-001-352 Insurance - Liability	Expenditure	48	1		
21-00536	13	exec	71.30	01-401-000-353 Insurance - Vehicle	Expenditure	49	1		
21-00536	14	pd	526.76	01-410-000-353 Insurance - Vehicles	Expenditure	50	1		
21-00536	15	codes	71.30	01-413-000-353 Insurance - Vehicle	Expenditure	51	1		
21-00536	16	pw	285.20	01-438-000-353 Vehicle Insurance	Expenditure	52	1		
21-00536	17	pw - facilities	285.20	01-438-001-353 Vehicle Insurance	Expenditure	53	1		
			20,039.50						
52054	05/17/21	DEWEES BROTHERS PLUMBING & HEA						2417	
21-00540	1	hp - repair mens toilet	306.94	01-454-002-250 Maintenance & Repairs	Expenditure	68	1		
52055	05/17/21	DIGITALL DIGITAL-ALLY						2417	
21-00539	1	pd - camera	195.00	01-410-000-235 Vehicle Maintenance	Expenditure	65	1		
21-00539	2	pd - body cam	555.75	01-410-000-260 Small Tools & Equipment	Expenditure	66	1		
21-00539	3	pd - card adapter	95.00	01-410-000-235 Vehicle Maintenance	Expenditure	67	1		
			845.75						
52056	05/17/21	DII COMPU DII COMPUTERS, INC						2417	
21-00541	1	adapter	25.00	01-407-000-200 Supplies	Expenditure	69	1		
21-00541	2	watchguard firebox renewal	130.00	01-407-000-450 Contracted Services	Expenditure	70	1		
			155.00						

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PO #	Item	Description	Account Type	Contract					
52057	05/17/21	DVWCT DELAWARE VALLEY WORKERS COMP					2417		
21-00537	1	admin	154.57		01-401-000-354 Insurance-Workers Comp	Expenditure	54	1	
21-00537	2	pd	9,273.90		01-410-000-354 Insurance - Workers Com	Expenditure	55	1	
21-00537	3	codes	154.57		01-413-000-354 Insurance - Workers Comp	Expenditure	56	1	
21-00537	4	pw	2,936.74		01-438-000-354 Insurance Workers Com	Expenditure	57	1	
21-00537	5	pw - facilities	2,009.35		01-438-001-354 Insurance - Workers Comp - Facilities	Expenditure	58	1	
21-00537	6	parks	927.37		01-454-001-354 Insurance - Workers Com	Expenditure	59	1	
				15,456.50					
52058	05/17/21	EAGLE140 EAGLE TOPSOIL & STONE					2417		
21-00544	1	pw - topsoil	40.00		01-438-000-200 Supplies	Expenditure	76	1	
52059	05/17/21	EAGLEEQ EAGLE POWER TURF & TRACTOR					2417		
21-00545	1	parks - trimmer head	179.80		01-454-001-200 Supplies	Expenditure	77	1	
52060	05/17/21	EAGLHARD EAGLE HARDWARE					2417		
21-00542	1	pd - battery	17.38		01-410-000-260 Small Tools & Equipment	Expenditure	71	1	
21-00542	2	pw - hardware	5.39		01-438-000-200 Supplies	Expenditure	72	1	
21-00542	3	parks - hardware	3.74		01-454-001-200 Supplies	Expenditure	73	1	
21-00542	4	pw - hardware	8.70		01-438-000-200 Supplies	Expenditure	74	1	
			35.21						
52061	05/17/21	ECKERTSE ECKERT SEAMANS					2417		
21-00543	1	march - general services	2,242.00		01-404-000-311 Non Reimbursable Legal	Expenditure	75	1	
52062	05/17/21	FISHE010 FISHER & SON COMPANY, INC.					2417		
21-00547	1	ff - seed mix	109.00		01-409-003-250 Maintenance & Repairs	Expenditure	79	1	
52063	05/17/21	FREDBEAN FRED BEANS FORD LINCOLN OF WC					2417		
21-00546	1	pd - explorer repair	560.25		01-410-000-235 Vehicle Maintenance	Expenditure	78	1	
52064	05/17/21	FRONTAGE FRONTAGE LABORATORIES					2417		
21-00548	1	PW - department covid testing	1,200.00		01-438-000-450 Contracted Services	Expenditure	80	1	
52065	05/17/21	GARNETFD GARNET FORD					2417		
21-00554	1	PW - BOLT	5.76		01-438-000-200 Supplies	Expenditure	94	1	

Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52066	05/17/21	GATHE010 BRIAN E. GATHERCOLE			2417	
21-00553	1	december 2020- 2021 services	822.50	01-410-000-158 Medical Expense Reimbursements	Expenditure	93 1
52067	05/17/21	GENESIS GENESIS GREEN SUPPLY			2417	
21-00552	1	ff - grass blend	702.00	01-454-003-200 Supplies	Expenditure	92 1
52068	05/17/21	GIANN010 JEFFREY C. GIANNINI			2417	
21-00549	1	cdl reimbursement	68.00	01-438-000-200 Supplies	Expenditure	81 1
52069	05/17/21	GILM0020 GILMORE & ASSOCIATES, INC			2417	
21-00550	1	font/blackhorse waterline	320.00	01-408-000-310 Reimbursable Engineer	Expenditure	82 1
21-00550	3	eagleview lot 9	77.00	01-408-000-310 Reimbursable Engineer	Expenditure	83 1
21-00550	4	m robinson 1d	245.00	01-408-000-313 Non Reimbursable	Expenditure	84 1
21-00550	5	sunoco - pa pipeline project	843.86	01-408-000-313 Non Reimbursable	Expenditure	85 1
21-00550	6	270-290 park road	35.00	01-408-000-310 Reimbursable Engineer	Expenditure	86 1
21-00550	7	tp improvement projects	105.00	01-408-000-310 Reimbursable Engineer	Expenditure	87 1
21-00550	8	april - general services	1,666.25	01-408-000-313 Non Reimbursable	Expenditure	88 1
21-00550	9	font/blackhorse waterline	5,200.69	01-408-000-310 Reimbursable Engineer	Expenditure	89 1
21-00550	10	261 moore road	250.10	01-408-000-305 Reimbursable CU	Expenditure	90 1
			8,742.90			
52070	05/17/21	GLASG010 GLASGOW, INC.			2417	
21-00555	1	pw - asphalt	1,337.00	01-438-000-200 Supplies	Expenditure	95 1
21-00555	2	pw - asphalt	143.25	01-438-000-200 Supplies	Expenditure	96 1
21-00555	3	pw - asphalt	950.70	01-438-000-200 Supplies	Expenditure	97 1
21-00555	4	pw - asphalt	619.80	01-438-000-200 Supplies	Expenditure	98 1
21-00555	5	pw - asphalt	859.98	01-438-000-200 Supplies	Expenditure	99 1
			3,910.73			
52071	05/17/21	GLENM010 GLENMOORE FIRE COMPANY			2417	
21-00551	1	2021 - 1st payment	4,274.50	01-411-001-004 Glenmoore	Expenditure	91 1
52072	05/17/21	GLSAYRE G. L. SAYRE			2417	
21-00604	1	pw - brakes, brake service	2,431.96	01-438-000-235 Vehicle Maintenance	Expenditure	196 1

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
52073	05/17/21	HARRI005 Harrisburg Area Community Coll					2417
21-00557	1	pd-death investigation course	600.00	01-410-000-316 Training/Seminar	Expenditure		102 1
52074	05/17/21	HAWEI010 H.A. WEIGAND, INC.					2417
21-00558	1	2021 overlay signs	721.00	01-433-000-200 Supplies	Expenditure		103 1
52075	05/17/21	HELPNOW HELP-NOW,LLC					2417
21-00556	1	twp - monthly services	2,855.63	01-407-000-450 Contracted Services	Expenditure		100 1
21-00556	2	twp - service tickets	1,430.00	01-407-000-450 Contracted Services	Expenditure		101 1
			4,285.63				
52076	05/17/21	ICMA0010 ICMA					2417
21-00562	1	2021 dues - tony	1,244.00	01-400-000-420 Dues/Subscriptions/Mem	Expenditure		105 1
21-00562	2	2021 dues - shanna	741.60	01-400-000-420 Dues/Subscriptions/Mem	Expenditure		106 1
			1,985.60				
52077	05/17/21	INTER010 INTERCON TRUCK EQUIPMENT					2417
21-00563	1	parks - rear hinge	322.56	01-454-001-200 Supplies	Expenditure		107 1
52078	05/17/21	IRONM010 IRON MOUNTAIN					2417
21-00564	1	storage service	85.80	01-401-000-450 Contracted Services	Expenditure		108 1
52079	05/17/21	JONESSTE STEVEN R. JONES					2417
21-00561	1	tuition reimbursement -spring	2,772.00	01-410-000-174 Tuition Reimbursement	Expenditure		104 1
52080	05/17/21	KEENC010 KEEN COMPRESSED GAS COMPANY					2417
21-00565	1	pw - hose, oxygen kit	324.81	01-438-000-200 Supplies	Expenditure		109 1
21-00565	2	pw - coupling set	62.23	01-438-000-200 Supplies	Expenditure		110 1
21-00565	3	pw - cylinder rental	21.90	01-438-000-450 Contracted Services	Expenditure		111 1
21-00565	4	pw - argon	52.60	01-438-000-200 Supplies	Expenditure		112 1
			461.54				
52081	05/17/21	LINESYST TELESYSTEM					2417
21-00595	1	pw	244.17	01-409-001-320 Telephone	Expenditure		183 1
21-00595	2	twp	843.73	01-409-003-320 Telephone	Expenditure		184 1

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52081	TELESYSTEM	Continued				
21-00595	3	milford				
			25.99	01-409-004-320		Expenditure
				Telephone		
			<u>1,113.89</u>			
52082	05/17/21	LIONV010 LIONVILLE FIRE COMPANY				2417
21-00568	1	2021 - payment 1	37,141.00	01-411-001-002		
				Lionville		
52083	05/17/21	LUDWI030 LUDWIG'S CORNER FIRE COMPANY				2417
21-00567	1	2021 - payment 1	37,080.00	01-411-001-001		
				Ludwigs		
52084	05/17/21	LUDWI060 LUDWIG'S CORNER SUPPLY CO.				2417
21-00566	1	pw - keys, paint	15.98	01-438-000-200		
				Supplies		
21-00566	2	parks - hardware	41.68	01-454-001-200		
				Supplies		
21-00566	3	pw - staples	4.50	01-438-000-200		
				Supplies		
			<u>62.16</u>			
52085	05/17/21	MARSH020 MARSH CREEK SIGNS				2417
21-00572	1	pw - trailer vinyl/lettering	675.00	01-438-000-200		
				Supplies		
21-00572	2	pw - f1 seals	230.00	01-438-000-200		
				Supplies		
			<u>905.00</u>			
52086	05/17/21	MATRIXDC MATRIX TRUST COMPANY				2417
21-00569	1	admin	3,723.10	01-401-000-160		
				Non-Uniform Pension		
21-00569	2	codes	1,030.00	01-413-000-160		
				Pension		
21-00569	3	pw	1,925.49	01-438-000-160		
				Pension		
21-00569	4	pw - facilities	1,379.57	01-438-001-160		
				Pension Expense - Facilities		
			<u>8,058.16</u>			
52087	05/17/21	MCMAH010 MCMAHON ASSOCIATES, INC.				2417
21-00573	1	pa tp improvements	202.50	01-408-000-310		
				Reimbursable Engineer		
21-00573	2	traffic signal services	480.00	01-408-000-311		
				Traffic Engineering		
21-00573	3	traffic engineering - park rd	97.50	01-408-000-311		
				Traffic Engineering		
21-00573	4	windsor ridge connector trail	4,885.00	01-408-000-313		
				Non Reimbursable		
			<u>5,665.00</u>			

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
52088	05/17/21	MULCH010 MULCH & MORE					2417
21-00571	1	twp - straw bales	89.00	01-409-003-250 Maintenance & Repairs	Expenditure		123 1
52089	05/17/21	NAPA0010 NAPA AUTO PARTS					2417
21-00574	1	pw - tire rep inserts	84.54	01-438-000-200 Supplies	Expenditure		130 1
21-00574	2	pd - lamp	53.96	01-410-000-235 Vehicle Maintenance	Expenditure		131 1
21-00574	3	pw - 55 def	150.00	01-438-000-200 Supplies	Expenditure		132 1
21-00574	4	pw - fuel filter	61.86	01-438-000-200 Supplies	Expenditure		133 1
21-00574	5	pw - black nitrile	187.60	01-438-000-200 Supplies	Expenditure		134 1
21-00574	6	pw - fuel filter	28.40	01-438-000-200 Supplies	Expenditure		135 1
21-00574	7	pw - fuel filter	48.45	01-438-000-200 Supplies	Expenditure		136 1
21-00574	8	pw - fuel filter	8.88	01-438-000-200 Supplies	Expenditure		137 1
21-00574	9	pw - battery accessories	26.98	01-438-000-200 Supplies	Expenditure		138 1
21-00574	10	pw - battery accessories	26.98	01-438-000-200 Supplies	Expenditure		139 1
			677.65				
52090	05/17/21	NORMGLAS NORMAN T. GLASS "RESTORATIONS"					2417
21-00606	1	payment #2	1,500.00	01-454-005-250 Repairs & Maint	Expenditure		198 1
52091	05/17/21	NORTH040 NORTHERN SAFETY & INDUSTRIAL					2417
21-00575	1	pw - eyewear/earbuds	105.43	01-438-000-200 Supplies	Expenditure		140 1
52092	05/17/21	PARAD010 ROBERT PARADIS					2417
21-00578	1	2021 services	50.00	01-410-000-158 Medical Expense Reimbursements	Expenditure		151 1
52093	05/17/21	PECO0010 PECO ENERGY					2417
21-00577	1	upland	52.98	01-454-005-360 Utilities	Expenditure		142 1
21-00577	2	twp	1,028.08	01-409-003-360 Utilities	Expenditure		143 1
21-00577	3	twp	92.67	01-409-003-360 Utilities	Expenditure		144 1
21-00577	4	ff	881.20	01-454-003-360 Utilities	Expenditure		145 1
21-00577	5	ff	68.21	01-454-003-360 Utilities	Expenditure		146 1
21-00577	6	pw	541.93	01-409-001-360 Utilities	Expenditure		147 1

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52093	PECO ENERGY	Continued				
21-00577	7	twp	443.62	01-409-003-360 Utilities	Expenditure	148 1
21-00577	8	milford	38.96	01-409-004-360 Utilities	Expenditure	149 1
21-00577	9	hp	48.38	01-454-002-360 Utilities	Expenditure	150 1
			3,196.03			
52094	05/17/21	PENNS030 PA CHIEFS OF POLICE ASSOC				2417
21-00576	1	2021 accreditation conference	35.00	01-410-000-316 Training/Seminar	Expenditure	141 1
52095	05/17/21	PERSPROT PERSONAL PROTECTION CONSULTANT				2417
21-00580	1	pd - instructor certification	598.00	01-410-000-316 Training/Seminar	Expenditure	153 1
52096	05/17/21	POSTM010 POSTMASTER UWCHLAND				2417
21-00579	1	po box - 12 months	188.00	01-401-000-450 Contracted Services	Expenditure	152 1
52097	05/17/21	ROBLITTL ROBERT E. LITTLE, INC.				2417
21-00581	1	parks - oil filter	31.78	01-454-001-200 Supplies	Expenditure	154 1
52098	05/17/21	SERVI010 SERVICE TIRE TRUCK CENTER				2417
21-00591	1	pw - tires	1,568.00	01-438-000-235 Vehicle Maintenance	Expenditure	175 1
21-00591	2	pw - john deere tires	400.00	01-438-000-200 Supplies	Expenditure	176 1
			1,968.00			
52099	05/17/21	SIRSP010 SIR SPEEDY				2417
21-00584	1	supplies	37.00	01-401-000-200 Supplies	Expenditure	159 1
21-00584	2	supplies	147.00	01-401-000-200 Supplies	Expenditure	160 1
			184.00			
52100	05/17/21	SMALE010 SMALE'S PRINTERY				2417
21-00583	1	twp - mailing labels	205.00	01-401-000-200 Supplies	Expenditure	156 1
21-00583	2	twp - letterhead/envelopes	990.00	01-401-000-200 Supplies	Expenditure	157 1
21-00583	3	empc - business cards	98.50	01-415-000-200 Supplies	Expenditure	158 1
			1,293.50			
52101	05/17/21	STAPLADV STAPLES BUSINESS CREDIT				2417
21-00589	1	twp - office/kitchen supplies	173.47	01-401-000-200 Supplies	Expenditure	169 1

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52101	STAPLES BUSINESS CREDIT	Continued				
21-00589	2	pw - office supplies	172.87	01-438-000-200 Supplies	Expenditure	170 1
			<u>346.34</u>			
52102	05/17/21	STAPLCRP STAPLES CREDIT PLAN				2417
21-00586	1	pd - office supplies	879.54	01-410-000-200 Supplies	Expenditure	164 1
52103	05/17/21	STEPHEQU STEPHENSON EQUIPMENT, INC.				2417
21-00590	1	pw - fuel injectors	249.66	01-438-000-245 Highway Supplies	Expenditure	171 1
21-00590	2	pw - kit, spray down	316.16	01-438-000-245 Highway Supplies	Expenditure	172 1
21-00590	3	pw - filter in tank	136.85	01-438-000-245 Highway Supplies	Expenditure	173 1
21-00590	4	pw - filter element	51.52	01-438-000-245 Highway Supplies	Expenditure	174 1
			<u>754.19</u>			
52104	05/17/21	STRATIX STRATIX SYSTEMS				2417
21-00588	1	q2 contract	483.90	01-401-000-450 Contracted Services	Expenditure	167 1
21-00588	2	color copies	121.75	01-401-000-200 Supplies	Expenditure	168 1
			<u>605.65</u>			
52105	05/17/21	STUBB010 STUBBE CONSULTING LLC				2417
21-00582	1	eagleview lot 1	97.28	01-408-000-313 Non Reimbursable	Expenditure	155 1
52106	05/17/21	STYER010 STYER PROPANE				2417
21-00585	1	milford	216.09	01-409-004-231 Propane	Expenditure	161 1
21-00585	2	twp	47.81	01-409-003-231 Propane & Heating Oil	Expenditure	162 1
21-00585	3	twp	373.76	01-409-003-231 Propane & Heating Oil	Expenditure	163 1
			<u>637.66</u>			
52107	05/17/21	SWEETWAT SWEETWATER NATURAL PRODUCTS LL				2417
21-00587	1	pw - seed mix	70.20	01-438-000-200 Supplies	Expenditure	165 1
21-00587	2	pw - rye bag	78.30	01-438-000-200 Supplies	Expenditure	166 1
			<u>148.50</u>			
52108	05/17/21	TDAMEDEF TD AMERITRADE FBO 915-011842				2417
21-00593	1	admin	6,751.21	01-401-000-160 Non-Uniform Pension	Expenditure	178 1
21-00593	2	codes	3,872.52	01-413-000-160 Pension	Expenditure	179 1

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52108	TD AMERITRADE FBO	915-011842	Continued			
21-00593	3	pw	7,607.83	01-438-000-160 Pension	Expenditure	180 1
21-00593	4	pw - facilities	1,531.19	01-438-001-160 Pension Expense - Facilities	Expenditure	181 1
			<u>19,762.75</u>			
52109	05/17/21	TDAMEPOL TD AMERITRADE FBO	915-011550			2417
21-00592	1	pd - pension expense	64,273.75	01-410-000-160 Pension Expense	Expenditure	177 1
52110	05/17/21	TONYSCHE TONY SCHEIVERT				2417
21-00607	1	cell phone - reimbursement	100.00	01-400-000-320 Telephone	Expenditure	199 1
52111	05/17/21	TRAISR TRAISR BY MCMAHON				2417
21-00594	1	march services	3,548.55	01-407-000-220 Software	Expenditure	182 1
52112	05/17/21	TRITECH TRITECH SOFTWARE SYSTEMS				2417
21-00596	1	PD - annual maintenance	2,870.70	01-410-000-450 Contracted Services	Expenditure	186 1
52113	05/17/21	UWCHL010 UWCHLAN AMBULANCE CORPS				2417
21-00600	1	uwchlan ambulance; 1st payment	13,519.00	01-412-000-540 Uwchlan Ambulance	Expenditure	191 1
52114	05/17/21	VERIZ010 VERIZON				2417
21-00598	1	pw	294.00	01-409-001-320 Telephone	Expenditure	188 1
21-00598	2	milford	296.59	01-409-004-320 Telephone	Expenditure	189 1
			<u>590.59</u>			
52115	05/17/21	VERIZF10 VERIZON				2417
21-00597	1	ff - internet	124.99	01-454-003-320 Telephone	Expenditure	187 1
52116	05/17/21	VERIZOSP VERIZON - SPECIAL PROJECTS				2417
21-00599	1	may - conduit occupancy	217.14	01-434-000-450 Contracted Services	Expenditure	190 1
52117	05/17/21	VILLA010 MEDCENTER 100				2417
21-00570	1	pd - new hire testing	265.00	01-410-000-450 Contracted Services	Expenditure	122 1
52118	05/17/21	WITME010 WITMER PUBLIC SAFETY GROUP, INC				2417
21-00601	1	pd - uniforms	900.85	01-410-000-238 Clothing/Uniforms	Expenditure	192 1
21-00601	2	pd - badge	38.77	01-410-000-238 Clothing/Uniforms	Expenditure	193 1
			<u>939.62</u>			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Reconciled/Void	Ref Num	
PO #	Item	Description			Account Type	Contract	Ref Seq Acct
52119	05/17/21	WOLFI010 WOLFINGTON BODY COMPANY, INC.					2417
21-00602	1	pw - pan, filter, bolt	976.61	01-438-000-235 Vehicle Maintenance	Expenditure		194 1
52120	05/17/21	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC					2417
21-00603	1	pw - zep tirels	140.46	01-438-000-200 Supplies	Expenditure		195 1
<hr/>							
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:			90	0	364,563.10	0.00	
Direct Deposit:			0	0	0.00	0.00	
Total:			<u>90</u>	<u>0</u>	<u>364,563.10</u>	<u>0.00</u>	

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 976 to 980
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
976	05/25/21	AQUAP010 AQUA PA	6,387.42	2411
977	05/06/21	STANDINS STANDARD INSURANCE COMPANY	2,964.33	2412
978	05/05/21	WEXBANK WEX BANK	7,497.91	2413
979	05/10/21	LOWES020 LOWES BUSINESS ACCOUNT	119.83	2414
980	05/17/21	BANKAMER BANK OF AMERICA	7,288.16	2416

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	24,257.65	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>24,257.65</u>	<u>0.00</u>

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 976 to 980
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	Ref Num	Seq	Acct
PO #	Item	Description					Contract				
976	05/25/21	AQUAP010 AQUA PA									2411
21-00509	1	217 hydrants		5,611.62	01-411-000-451 Hydrant expenses-Aqua		Expenditure		1	1	
21-00509	2	30 hydrants		775.80	01-411-000-451 Hydrant expenses-Aqua		Expenditure		2	1	
				6,387.42							
977	05/06/21	STANDINS STANDARD INSURANCE COMPANY		524.12	01-401-000-156 Employee Benefit Expens		Expenditure		2412		
21-00510	1	admin		1,447.96	01-410-000-156 Employee Benefit Expense		Expenditure		1	1	
21-00510	2	pd		258.32	01-413-000-156 Employee Benefit Expens		Expenditure		2	1	
21-00510	3	codes		523.06	01-438-000-156 Employee Benefit Expense		Expenditure		3	1	
21-00510	4	pw		210.87	01-438-001-156 Employee Benefit Expense		Expenditure		4	1	
21-00510	5	pw - facilities		2,964.33	Employee Benefit Expense		Expenditure		5	1	
978	05/05/21	WEXBANK WEX BANK							2413		
21-00511	1	admin		54.52	01-401-000-230 Gasoline & Oil		Expenditure		1	1	
21-00511	2	pd		2,803.33	01-410-000-230 Gasoline & oil		Expenditure		2	1	
21-00511	3	codes		332.78	01-413-000-230 Gasoline & oil		Expenditure		3	1	
21-00511	4	pw		2,757.77	01-438-000-230 Gasoline & oil		Expenditure		4	1	
21-00511	5	pw - facilities		1,549.51	01-438-001-230 Gasoline & Oil - Facilities		Expenditure		5	1	
				7,497.91							
979	05/10/21	LOWES020 LOWES BUSINESS ACCOUNT		119.83	01-438-000-200 Supplies		Expenditure		2414		
21-00517	1	pw - supplies							1	1	
980	05/17/21	BANKAMER BANK OF AMERICA		233.55	01-401-000-200 Supplies		Expenditure		2416		
21-00610	1	twp - finance charge		150.00	01-410-000-316 Training/Seminar		Expenditure		1	1	
21-00610	2	pd - nra membership		44.86	01-410-000-260 Small Tools & Equipment		Expenditure		2	1	
21-00610	3	pd - amazon		13.77	01-410-000-420 Dues/Subscription/Memb		Expenditure		3	1	
21-00610	4	pd - amazon prime		52.99	01-410-000-200 Supplies		Expenditure		4	1	
21-00610	5	pd - amazon		141.12	01-438-000-200 Supplies		Expenditure		5	1	
21-00610	6	pw - amazon							6	1	

Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
980 BANK OF AMERICA		Continued				
21-00610	7	twp - microsoft	217.03	01-407-000-220 Software	Expenditure	7 1
21-00610	8	twp - microsoft	540.00	01-407-000-220 Software	Expenditure	8 1
21-00610	9	pw - amazon	68.53	01-438-000-200 Supplies	Expenditure	9 1
21-00610	10	twp - independent graphics	1,142.72	01-401-000-215 Postage	Expenditure	10 1
21-00610	11	twp - cchr assoc	50.00	01-401-000-420 Dues/Subscriptions/Mem	Expenditure	11 1
21-00610	12	twp - cchr assoc	15.00	01-401-000-316 Training & Seminars	Expenditure	12 1
21-00610	13	twp - adobe	15.89	01-401-000-420 Dues/Subscriptions/Mem	Expenditure	13 1
21-00610	14	twp - designmodo	39.00	01-410-000-420 Dues/Subscription/Memb	Expenditure	14 1
21-00610	15	empc - psats	115.00	01-415-000-316 Training/Seminar	Expenditure	15 1
21-00610	16	twp - chegg	21.15	01-401-000-420 Dues/Subscriptions/Mem	Expenditure	16 1
21-00610	17	twp - psats	20.00	01-401-000-316 Training & Seminars	Expenditure	17 1
21-00610	18	hp - volleyballusa.com	665.14	01-454-002-200 Supplies-Hickory	Expenditure	18 1
21-00610	19	pw - northern tool	426.47	01-438-000-200 Supplies	Expenditure	19 1
21-00610	20	parks - omb warehouse	655.45	01-454-001-200 Supplies	Expenditure	20 1
21-00610	21	parks - ace	479.96	01-454-001-200 Supplies	Expenditure	21 1
21-00610	22	pw - arborchem	1,525.70	01-438-000-200 Supplies	Expenditure	22 1
21-00610	23	pw - september farm	44.47	01-438-000-200 Supplies	Expenditure	23 1
21-00610	24	pw - cvs	2.12	01-438-000-200 Supplies	Expenditure	24 1
21-00610	25	pw - northern tool	123.98	01-438-000-200 Supplies	Expenditure	25 1
21-00610	26	parks - etrailer corp	149.86	01-454-001-200 Supplies	Expenditure	26 1
21-00610	27	pw - netflix fraud	13.23	01-438-000-200 Supplies	Expenditure	27 1
21-00610	28	twp - zoom.us	158.89	01-401-000-420 Dues/Subscriptions/Mem	Expenditure	28 1
21-00610	29	twp - visco	62.88	01-400-000-340 Public Relations	Expenditure	29 1
21-00610	30	twp - epicurean garage	59.71	01-400-000-340 Public Relations	Expenditure	30 1
21-00610	31	twp - brickside	39.69	01-400-000-340 Public Relations	Expenditure	31 1
			7,288.16			

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04:32 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 3

Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
980 BANK OF AMERICA						
Report Totals						
		Continued				
			<u>Amount</u>	<u>Paid</u>	<u>Amount</u>	<u>Void</u>
	Checks:	5	24,257.65	0	0.00	
	Direct Deposit:	0	0.00	0	0.00	
	Total:	5	24,257.65	0	0.00	

May 6, 2021
02:42 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 777 to 777
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
777	05/15/21	AFLAC010 AFLAC	719.84		2410
<hr/>					
Report Totals			<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	1	0	719.84	0.00	
Direct Deposit:	0	0	0.00	0.00	
Total:	<u>1</u>	<u>0</u>	<u>719.84</u>	<u>0.00</u>	

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10474 to 10481
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
10474	04/19/21	AMARESWA AMARESWARARAO VARADA	308.70	2401
10475	04/19/21	COLEMAN MATTHEW & CECILIA COLEMAN	315.00	2402
10476	05/17/21	ADVANDIS ADVANCED DISPOSAL	36,493.52	2418
10477	05/17/21	AJBL0010 A.J. BLOSENSKI	15,659.04	2418
10478	05/17/21	CCSWA010 CCSWA	22,011.11	2418
10479	05/17/21	JACOBSTE JACOBUS & ANNEMARIE STEYN	919.80	2418
10480	05/17/21	SCHAEFER SCHAEFER SYSTEMS INTERNATIONAL	17,738.25	2418
10481	05/17/21	TOTALREC TOTAL RECYCLE	1,102.98	2418

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	8	0	94,548.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>8</u>	<u>0</u>	<u>94,548.40</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10474 to 10481
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Reconciled/Void	Ref Num	
PO #	Item	Description			Account Type	Contract	Ref Seq Acct
10474	04/19/21	AMARESWA AMARESWARARAO VARADA					2401
21-00472	1	refund - trash overpayment	308.70	05-495-000-000 Expense Reclass	Expenditure		1 1
10475	04/19/21	COLEMAN MATTHEW & CECELIA COLEMAN					2402
21-00473	1	refund - trash overpayment	315.00	05-495-000-000 Expense Reclass	Expenditure		1 1
10476	05/17/21	ADVANDIS ADVANCED DISPOSAL					2418
21-00612	1	april solid waste collection	36,493.52	05-427-000-450 Contracted Services	Expenditure		5 1
10477	05/17/21	AJBL0010 A.J. BLOSENSKI					2418
21-00613	1	may recycle collection	15,659.04	05-427-000-460 Contracted Services - Recycling	Expenditure		6 1
10478	05/17/21	CCSWA010 CCSWA					2418
21-00611	1	4/9-4/14	4,957.02	05-427-000-700 Tipping Fees	Expenditure		1 1
21-00611	2	4/16-4/21	6,833.94	05-427-000-700 Tipping Fees	Expenditure		2 1
21-00611	3	4/23-4/28	5,032.49	05-427-000-700 Tipping Fees	Expenditure		3 1
21-00611	4	5/3-5/5	5,187.66	05-427-000-700 Tipping Fees	Expenditure		4 1
			22,011.11				
10479	05/17/21	JACOBSTE JACOBUS & ANNEMARIE STEYN					2418
21-00616	1	refund - trash overpayment	919.80	05-495-000-000 Expense Reclass	Expenditure		9 1
10480	05/17/21	SCHAEFER SCHAEFER SYSTEMS INTERNATIONAL					2418
21-00614	1	312 toters & lids	17,738.25	05-427-000-230 Toters	Expenditure		7 1
10481	05/17/21	TOTALREC TOTAL RECYCLE					2418
21-00615	1	tipping fees-recycling-april	1,102.98	05-427-000-725 Tipping Fees - Recycling	Expenditure		8 1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	8	0	94,548.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	94,548.40	0.00

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1317 to 1321
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
1317	05/17/21	COLLFL COLLIFLOWER, INC	280.87	2419
1318	05/17/21	GILMO020 GILMORE & ASSOCIATES, INC	487.50	2419
1319	05/17/21	NAPA0010 NAPA AUTO PARTS	339.68	2419
1320	05/17/21	PIPEL020 PIPE LINE PLASTICS, INC	63.27	2419
1321	05/17/21	USMUN020 US MUNICIPAL SUPPLY CO.	5,302.06	2419

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	6,473.38	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>6,473.38</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 05/17/21 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 Description	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description								
	05/17/21	COLLIFL	COLLIFLOWER, INC		PO BOX 826398					
21-00618	05/17/21	1	stormwater - supplies	280.87	08-446-000-200	Supplies	Expenditure	Aprv	3	1
				280.87						
	05/17/21	GILM0020	GILMORE & ASSOCIATES, INC		65 E. BUTLER AVENUE, SUITE 100					
21-00621	05/17/21	1	ms4 permit - april services	487.50	08-420-000-035	Permits	Expenditure	Aprv	13	1
				487.50						
	05/17/21	NAPA0010	NAPA AUTO PARTS		PO BOX 414988					
21-00617	05/17/21	1	battery	299.98	08-446-000-200	Supplies	Expenditure	Aprv	1	1
				299.98						
21-00617	05/17/21	2	fuel filter	39.70	08-446-000-200	Supplies	Expenditure	Aprv	2	1
				39.70						
				339.68						
	05/17/21	PIPEL020	PIPE LINE PLASTICS, INC		901 CAMARO RUN DRIVE					
21-00620	05/17/21	1	font road - pipe	63.27	08-446-000-200	Supplies	Expenditure	Aprv	12	1
				63.27						
	05/17/21	USMUN020	US MUNICIPAL SUPPLY CO.		P.O. BOX 574					
21-00619	05/17/21	1	trunking, hose clip	1,332.38	08-446-000-200	Supplies	Expenditure	Aprv	4	1
				1,332.38						
21-00619	05/17/21	2	seal bottom, water filter	230.87	08-446-000-200	Supplies	Expenditure	Aprv	5	1
				230.87						
21-00619	05/17/21	3	sael & plug	442.87	08-446-000-200	Supplies	Expenditure	Aprv	6	1
				442.87						
21-00619	05/17/21	4	broom main	720.00	08-446-000-200	Supplies	Expenditure	Aprv	7	1
				720.00						
21-00619	05/17/21	5	coupling	242.38	08-446-000-200	Supplies	Expenditure	Aprv	8	1
				242.38						
21-00619	05/17/21	6	transmitter, gutterbroom	1,869.68	08-446-000-200	Supplies	Expenditure	Aprv	9	1
				1,869.68						
21-00619	05/17/21	7	hydrant fill hose	258.88	08-446-000-200	Supplies	Expenditure	Aprv	10	1
				258.88						
21-00619	05/17/21	8	broom gutter	205.00	08-446-000-200	Supplies	Expenditure	Aprv	11	1
				205.00						
				5,302.06						

Checks:	Count	Line Items	Amount
	5	13	6,473.38

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1902 to 1909
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
1902	04/19/21	BURKHOLD BURKHOLDER MFG, INC.	6,895.00	04/30/21	2404
1903	05/17/21	ARCHE010 ARCHER & BUCHANAN ARCHITECTURE	3,019.30		2420
1904	05/17/21	BOYLECO BOYLE CONSTRUCTION	3,730.00		2420
1905	05/17/21	COLON010 COLONIAL ELECTRIC SUPPLY CO.,	2,791.02		2420
1906	05/17/21	FAULKNER FAULKNER FLEET GROUP	36,335.70		2420
1907	05/17/21	GILMO020 GILMORE & ASSOCIATES, INC	1,018.94		2420
1908	05/17/21	KEYSTONE KEYSTONE SPORTS CONSTRUCTION	83,679.57		2420
1909	05/17/21	NEWHO010 NEW HOLLAND AUTO GROUP	38,907.00		2420

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	8	0	176,376.53	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>8</u>	<u>0</u>	<u>176,376.53</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1902 to 1909
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	Ref Seq	Acct
PO #	Item	Description					Contract			
1902	04/19/21	BURKHOLD BURKHOLDER MFG, INC.						04/30/21		2404
21-00475	1	capital - enclosed trailer 50%	6,895.00		30-454-000-700		Expenditure		1	1
					Capital Purchases - All Parks					
1903	05/17/21	ARCHE010 ARCHER & BUCHANAN ARCHITECTURE								2420
21-00628	1	march services - architectural	3,019.30		30-454-004-600		Expenditure		8	1
					Capital Construction - Upland					
1904	05/17/21	BOYLECO BOYLE CONSTRUCTION					Expenditure			2420
21-00627	1	barn reno	3,730.00		30-454-004-600		Expenditure		7	1
					Capital Construction - Upland					
1905	05/17/21	COLON010 COLONIAL ELECTRIC SUPPLY CO.,								2420
21-00623	1	pw bldg	2,791.02		30-409-003-700		Expenditure		2	1
					Capital Purchases - PW Building					
1906	05/17/21	FAULKNER FAULKNER FLEET GROUP					Expenditure			2420
21-00625	1	pw - 2021 gmc sierra	36,335.70		30-438-000-700		Expenditure		4	1
					Capital Purchases - Vehicle					
1907	05/17/21	GILMO020 GILMORE & ASSOCIATES, INC								2420
21-00626	1	design/survey	843.94		30-454-004-600		Expenditure		5	1
21-00626	2	twp bldg expansion	175.00		30-409-002-610		Expenditure		6	1
					Township Building Expansion 2018-2020					
			1,018.94							
1908	05/17/21	KEYSTONE KEYSTONE SPORTS CONSTRUCTION								2420
21-00622	1	draw #2-30% upon mobilization	83,679.57		30-454-002-600		Expenditure		1	1
					Capital Construction - Fellowship					
1909	05/17/21	NEWH0010 NEW HOLLAND AUTO GROUP								2420
21-00624	1	pd - 2021 ford police utility	38,907.00		30-410-000-700		Expenditure		3	1
					Capital Purchases - Police					

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	8	0	176,376.53	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	176,376.53	0.00

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 560 to 566
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
560	05/17/21	ARROC010 ARRO CONSULTING, INC.	10,474.70	2421
561	05/17/21	BRANDWIN BRANDYWINE CONSERVANCY	250.00	2421
562	05/17/21	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	219.50	2421
563	05/17/21	EAGLERET EAGLE RETAIL ASSOCIATES LP	4,776.54	2421
564	05/17/21	GILMO020 GILMORE & ASSOCIATES, INC	32,090.02	2421
565	05/17/21	MCMAH010 MCMAHON ASSOCIATES, INC.	4,140.00	2421
566	05/17/21	UPPER070 UPPER UWCHLAN TOWNSHIP	3,778.22	2421

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	7	0	55,728.98	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>7</u>	<u>0</u>	<u>55,728.98</u>	<u>0.00</u>

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 05/17/21 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 Description	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description								
	05/17/21	ARROC010	ARRO CONSULTING, INC.		108 WEST AIRPORT ROAD					
21-00516	05/17/21	1	Villages	476.25	248-019	Project	Aprv	27	1	The Village at Byers Station
21-00516	05/17/21	2	Preserve	5,067.00	248-035	Project	Aprv	28	1	THE PRESERVE @ MARSH CREEK SEW
21-00516	05/17/21	3	Crossings	1,754.75	248-033	Project	Aprv	29	1	Chester Springs Crossing
21-00516	05/17/21	4	Enclave	3,176.70	248-038	Project	Aprv	30	1	ENCLAVE at CHESTER SPRINGS sew
				10,474.70						
	05/17/21	BRANDWIN	BRANDYWINE CONSERVANCY		118 W. MARKET STREET					
21-00531	05/17/21	1	Townes	250.00	248-021	Project	Aprv	31	1	The Townes at Chester Springs
				250.00						
	05/17/21	BUCKL010	BUCKLEY, BRION, MCGUIRE, MORRI		118 W. MARKET STREET					
21-00512	05/17/21	1	Townes	19.50	248-021	Project	Aprv	2	1	The Townes at Chester Springs
21-00512	05/17/21	2	Preserve	80.00	248-1-035	Project	Aprv	3	1	THE PRESERVE @ MARSH CREEK CON
21-00512	05/17/21	3	Dwwees	0.00	248-042	Project	Aprv	4	1	DWEES 363 BYERS ROAD
21-00512	05/17/21	4	Enclave	40.00	248-1-038	Project	Aprv	5	1	ENCLAVE at CHESTER SPRINGS sit
21-00512	05/17/21	5	Enclave	80.00	248-1-038	Project	Aprv	6	1	ENCLAVE at CHESTER SPRINGS sit
				219.50						
	05/17/21	EAGLERET	EAGLE RETAIL ASSOCIATES LP		120 PENNSYLVANIA DRIVE					
21-00513	05/17/21	1	Starbucks Escrow Closed	4,776.54	248-034	Project	Aprv	7	1	STARBUCKS @ EAGLEPOINTE VILLAG
				4,776.54						
	05/17/21	GILMO020	GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
21-00515	05/17/21	1	Enclave	1,085.68	248-1-038	Project	Aprv	15	1	ENCLAVE at CHESTER SPRINGS sit
21-00515	05/17/21	2	Enclave	8,824.56	248-1-038	Project	Aprv	16	1	ENCLAVE at CHESTER SPRINGS sit
21-00515	05/17/21	3	Marsh Lea	405.60	248-012	Project	Aprv	17	1	Marsh Lea
21-00515	05/17/21	4	Eagleview Lot 1-C	2,052.47	248-025	Project	Aprv	18	1	Eagleview Lot 1C
21-00515	05/17/21	5	Frame	467.01	248-001	Project	Aprv	19	1	RAC/Frame Tract
21-00515	05/17/21	6	Crossings	2,110.16	248-033	Project	Aprv	20	1	Chester Springs Crossing
21-00515	05/17/21	7	QBD	105.00	248-039	Project	Aprv	21	1	164 BYERS ROAD QBD

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account Description	Account Type	Status	Seq	Acct
21-00515	05/17/21	8	Aurora	35.00	248-041 AURORA GREENRIDGE		Project	Aprv	22	1
21-00515	05/17/21	9	Deweese	280.00	248-042 Deweese 363 BYERS ROAD		Project	Aprv	23	1
21-00515	05/17/21	10	Windsor Baptist	385.00	248-031 WINDSOR BAPTIST CHURCH		Project	Aprv	24	1
21-00515	05/17/21	11	profound Tech	18.75	248-030 PROFOUND TECHNOLOGIES		Project	Aprv	25	1
21-00515	05/17/21	12	Preserve	16,320.79	248-1-035 THE PRESERVE @ MARSH CREEK CON		Project	Aprv	26	1
				32,090.02						
	05/17/21	MCMAH010	MCMAHON ASSOCIATES, INC.		425 COMMERCE DRIVE					
21-00514	05/17/21	1	Preserve	97.50	248-1-035 THE PRESERVE @ MARSH CREEK CON		Project	Aprv	8	1
21-00514	05/17/21	2	Windsor Baptist	67.50	248-031 WINDSOR BAPTIST CHURCH		Project	Aprv	9	1
21-00514	05/17/21	3	Frame	390.00	248-001 RAC/Frame Tract		Project	Aprv	10	1
21-00514	05/17/21	4	Starbucks	97.50	248-034 STARBUCKS @ EAGLEPOINTE VILLAG		Project	Aprv	11	1
21-00514	05/17/21	5	Enclave	292.50	248-1-038 ENCLAVE at CHESTER SPRINGS sit		Project	Aprv	12	1
21-00514	05/17/21	6	Enclave	2,152.50	248-1-038 ENCLAVE at CHESTER SPRINGS sit		Project	Aprv	13	1
21-00514	05/17/21	7	QBD	1,042.50	248-039 164 BYERS ROAD QBD		Project	Aprv	14	1
				4,140.00						
	05/17/21	UPPER070	UPPER UWCHLAN TOWNSHIP		140 POTTSTOWN PIKE					
21-00506	05/17/21	1	Close Gunther Escrow	3,778.22	40-248-000-007 Due to Developer - Park Road Townhomes	G/L	Aprv	1	1	1
				3,778.22						

Checks: Count 7 Line Items 31 Amount 55,728.98

There are NO errors or warnings in this listing.

Project Description	Project No.	Project Total
RAC/Frame Tract	248-001	857.01
Marsh Lea	248-012	405.60
The Village at Byers Station	248-019	476.25
The Townes at Chester Springs	248-021	269.50
Eagleview Lot 1C	248-025	2,052.47
PROFOUND TECHNOLOGIES	248-030	18.75
WINDSOR BAPTIST CHURCH	248-031	452.50
Chester Springs Crossing	248-033	3,864.91
STARBUCKS @ EAGLEPOINTE VILLAG	248-034	4,874.04
THE PRESERVE @ MARSH CREEK SEW	248-035	5,067.00
ENCLAVE at CHESTER SPRINGS sew	248-038	3,176.70
164 BYERS ROAD QBD	248-039	1,147.50
AURORA GREENRIDGE	248-041	35.00
DeWEES 363 BYERS ROAD	248-042	280.00
THE PRESERVE @ MARSH CREEK CON	248-1-035	16,498.29
ENCLAVE at CHESTER SPRINGS sit	248-1-038	12,475.24
Total of All Projects:		<u>51,950.76</u>

G/L Posting Summary

Account	Description	Debits	Credits
40-100-000-100	Cash - Fulton Bank	0.00	55,728.98
40-248-000-001	Due to Developers - Toll Bros.	857.01	0.00
40-248-000-007	Due to Developer - Park Road Townhomes	3,778.22	0.00
40-248-000-012	Due to Developers - Marsh Lea	405.60	0.00
40-248-000-019	Due to Developer - Village at Byers	476.25	0.00
40-248-000-021	Due to Developers-Townes at Chester Sprg	269.50	0.00
40-248-000-025	Eagleview Lot 1C	2,052.47	0.00
40-248-000-030	PROFOUND TECHNOLOGIES	18.75	0.00
40-248-000-031	WINDSOR BAPTIST CHURCH	452.50	0.00
40-248-000-033	CHESTER SPRINGS CROSSING	3,864.91	0.00
40-248-000-034	Starbucks @ Eaglepointe Village	4,874.04	0.00
40-248-000-035	THE PRESERVE @ MARSH CREEK SD	5,067.00	0.00
40-248-000-038	ENCLAVE at CHESTER SPRINGS sew	3,176.70	0.00
40-248-000-039	164 BYERS ROAD QBD	1,147.50	0.00
40-248-000-041	AURORA GREENRIDGE	35.00	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Project Description	Project No.	Project Total
40-248-000-042	DeWees 363 Byers Road	280.00
40-248-001-035	THE PRESERVE @ MARSH CREEK CON	16,498.29
40-248-001-038	ENCLAVE at CHESTER SPRINGS site	12,475.24
	Grand Total:	55,728.98
		55,728.98



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: Jill Bukata, Township Treasurer

RE: Status Update

DATE: May 17, 2021

Finance has worked on the following items during the month

- Received and processed 124 trash and 532 sewer payments (4/13/2021 – 5/12/2021)
- Received more than 82% of 2020 delinquent hydrant receivables that were billed by Finance

Projects and goals

- Review and consider alternate methods of preparing the annual budget
- Prepare CAFR statistics for 2020 CAFR
- Review and revise documentation of Finance Dept. procedures

Highlights of the April, 2021 financial statements

- The balance sheet remains strong with cash of over **\$12.6 million** - of that amount **over \$5.8 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	33.3%	
○ YTD revenues	\$ 3,670,871	44.8%
○ YTD expenses	\$ 1,967,374	26.1%
○ YTD transfers out	-	
○ YTD net income	\$ 1,703,497	
○ Budgeted 2021 net income	\$ 655,704	(before transfers)
- Earned income taxes received through **May 14** are \$1,911,450 or more than \$139,000 higher than at the end of May last year.

**Upper Uwchlan Township
Treasurer's Report**

**Cash Balances
As of April 30, 2021**

General Fund

Meridian Bank	\$ 5,922,901
Meridian Bank - Payroll	99,636
Meridian Bank MMA - restricted	38,945
Meridian Bank-restricted-Meadow Creek	1,001,035
Fulton Bank	148,120
Fulton Bank - Turf Field	458,728
Petty cash	300
Total General Fund	7,669,665

Certificate of Deposit - 4/2/22 276,793

Total General Fund \$ 7,946,458

Solid Waste Fund

Meridian Bank - Solid Waste	474,200
Fulton Bank - Solid Waste	669,204
Total Solid Waste Funds	1,143,404
Total Solid Waste Fund	1,143,404

Liquid Fuels Fund

Fulton Bank	1,100,047
Total Liquid Fuels Fund	1,100,047

Capital Projects Fund

Fulton Bank	1,005,865
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	282,596
Total Capital Projects Fund	1,293,571

Act 209 Impact Fund

Fulton Bank	1,045,157
Total Act 209 Impact Fund	1,045,157

Water Resource Protection Fund

Fulton Bank	13,397
Total Water Resource Protection Fund	13,397

Sewer Fund

PSDLAF	84
Fulton Bank	106,392
Total Sewer Fund	106,476

Total - Upper Uwchlan Township	\$ 12,648,509
Municipal Authority	\$ 6,667,155
Developer's Escrow Fund	\$ 74,673

Upper Uwchlan Township
Schedule of Investments

As of April 30, 2021

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<i><u>General Fund</u></i>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	4/2/2022	2.000%	250,000.00
		26,475.56	Interest accrued			26,475.56
	Accrued interest - YTD	317.23				317.23
		<u>276,792.79</u>				<u>276,792.79</u>
<i><u>Sewer Fund - General Obligation Bonds (2014 Bonds)</u></i>						
Sewer Fund	PSDLAF	2,812,792.62	Collateralized CD Pool		0.100%	2,812,792.62
	Redemptions	(2,812,792.62)				(2,812,792.62)
	PSDLAF	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.59</u>				<u>83.59</u>
<i><u>Capital Fund</u></i>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,535,000.00)				(1,535,000.00)
	MAX account (MMF)	40,109.71	MAX account (MMF)	-	0.02%	40,109.71
		<u>5,109.71</u>				<u>5,109.71</u>
<i>Fulton Bank - 2019</i>						
	Bond Proceeds	5,598,727.66				5,598,727.66
	Used for projects/interest	<u>(5,316,131.47)</u>				<u>(5,316,131.47)</u>
		<u>282,596.19</u>				<u>282,596.19</u>
<i>Total Capital Fund</i>						
		<u>287,705.90</u>				<u>287,705.90</u>

Upper Uwchlan Township
 Accounts Receivable
 As of April 30, 2021

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

Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 4/30/2021	Total Amount Due 3/31/2021	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
DSM Biomedical	617.50	617.50				617.50		617.50
Gunner	-	203.61						
Hankin	7,817.50	3,562.50	3,102.50	-	4,715.00		-	7,817.50
Pa Turnpike Commission	148.50	148.50				148.50		148.50
Montesano	4,248.90	4,248.90				4,248.90	-	4,248.90
Orleans Lennar	-	-					-	-
Struble	1,823.26	1,823.26		1,823.26		-	-	1,823.26
Toll Brothers	-	-				-	-	-
McKee	-	-					-	-
Balance at April 30, 2021	\$ 15,732.57	\$ 11,681.18		\$ 3,102.50	\$ 1,823.26	\$ 4,715.00	\$ 6,091.81	\$ - \$ 15,732.57

Upper Uwchlan Township
 Accounts Receivable
 As of April 30, 2021

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

	Total Amount 4/30/2021	Total Amount 3/31/2021	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Marsh Creek Eagles	2,480.00	2,480.00	-	440.00	2,040.00			2,480.00
Marriott Hotels	25.00	25.00	-			25.00		25.00
Difference - being investigated	-	-	-					-
Balance at April 30, 2021	\$ 2,505.00	\$ 2,505.00	\$ -	\$ 440.00	\$ 2,040.00	\$ 25.00	\$ -	\$ 2,505.00

Upper Uwchlan Township
General Fund
Balance Sheet
As of April 30, 2021

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	148,119.88
01-100-000-200	Meridian Bank		5,922,901.21
01-100-000-210	Meridian Bank - Payroll		99,636.07
01-100-000-220	Meridian Bank MMA - restricted		38,944.58
01-100-000-250	Fulton Bank - Turf Field		458,728.31
01-100-000-260	Meridian Bank - Meadow Creek Lane		1,001,034.67
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>7,669,664.72</u>

Investments

01-120-000-100	Certificate of Deposit - 4/2/22		276,792.79
			<u>276,792.79</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable	10,612.12
01-145-000-021	Engineering Fees Receivable-CU	(48.48)
01-145-000-030	Legal Fees Receivable	5,168.93
01-145-000-040	R/E Taxes Receivable	125,925.61
01-145-000-050	Hydrant Tax Receivable	-
01-145-000-080	Field Fees Receivables	2,505.00
01-145-000-085	Turf Field Receivables	-
01-145-000-086	EIT Receivable	54,768.12
01-145-000-090	RE Transfer Tax Receivable	80,937.66
01-145-000-095	Misc accounts receivable	-
01-145-000-096	Traffic Signals Receivable	-
01-145-000-097	Advertising Fees Reimbursable	-
	Total Accounts Receivable	<u>279,868.96</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority	22,061.33
01-130-000-003	Due From Liquid Fuels	-
01-130-000-004	Due from ACT 209 Fund	-
01-130-000-005	Due From Capital Fund	-
01-130-000-006	Due from Solid Waste Fund	-
01-130-000-007	Due from Water Resource Protection Fund	-
01-130-000-008	Due from the Sewer Fund	-
01-130-000-009	Due from Developer's Escrow Fund	-
01-131-000-000	Suspense Account	-
	Total Other Current Assets	<u>22,061.33</u>

Prepaid Expense

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

Total Assets \$ **8,248,387.80**

Upper Uwchlan Township
General Fund
Balance Sheet
As of April 30, 2021

LIABILITIES AND FUND BALANCE

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	2,395.08
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	3,520.00
01-219-000-000	LST Tax Withheld	-
01-220-000-000	State Unemployment W/H	771.22
01-221-000-000	Benefit Deduction-Aflac	932.03
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	-
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	-
01-239-000-006	Due to Solid Waste Fund	-
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	7,917.55

Total Liabilities \$ 36,461.05

EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	6,215,462.52
	Current Period Net Income (Loss)	1,183,542.63
	Total Equity	8,211,926.75

Total Fund Balance \$ 8,211,926.75

Total Liabilities & Fund Balance \$ 8,248,387.80

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021**

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	\$ 949,608.02	\$ 1,013,100.00	\$ (63,491.98)	93.7%
01-301-000-013	Real Estate Tax Refunds	(14.99)	(25,000.00)	24,985.01	0.1%
01-301-000-030	Delinquent Real Estate Taxes	23,455.27	20,000.00	3,455.27	117.3%
01-301-000-071	Hydrant Tax	-	65,000.00	(65,000.00)	0.0%
01-301-000-072	Delinquent Hydrant Taxes	1,257.91	-	1,257.91	#DIV/0!
01-310-000-010	Real Estate Transfer Taxes	243,952.01	585,000.00	(341,047.99)	41.7%
01-310-000-020	Earned Income Taxes	1,267,650.34	3,934,140.00	(2,666,489.66)	32.2%
01-310-000-021	EIT commissions paid	(15,810.09)	(53,504.00)	37,693.91	29.5%
01-320-000-010	Building Permits	213,627.91	425,000.00	(211,372.09)	50.3%
01-320-000-020	Use & Occupancy Permit	5,950.00	12,000.00	(6,050.00)	49.6%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,250.00	2,000.00	(750.00)	62.5%
01-320-000-050	Refinance Certification Fees	2,435.00	3,000.00	(565.00)	81.2%
01-321-000-080	Cable TV Franchise Fees	-	220,000.00	(220,000.00)	0.0%
01-331-000-010	Vehicle Codes Violation	10,274.51	45,000.00	(34,725.49)	22.8%
01-331-000-011	Reports/Fingerprints	325.50	2,000.00	(1,674.50)	16.3%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	1,083.21	3,000.00	(1,916.79)	36.1%
01-341-000-001	Interest Earnings	12,151.36	35,000.00	(22,848.64)	34.7%
01-342-000-001	Rental Property Income	8,000.00	24,000.00	(16,000.00)	33.3%
01-354-000-010	County Grants	-	-	-	#DIV/0!
01-354-000-020	State Grants	-	-	-	#DIV/0!
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	-	600.00	(600.00)	0.0%
01-355-000-005	State Aid, Police Pension	-	122,000.00	(122,000.00)	0.0%
01-355-000-006	State Aid, Non-Uniform Pension	-	80,000.00	(80,000.00)	0.0%
01-355-000-007	Foreign Fire Insurance Tax	-	95,000.00	(95,000.00)	0.0%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	2,905.00	6,000.00	(3,095.00)	48.4%
01-361-000-032	Fees from Engineering	7,517.50	50,000.00	(42,482.50)	15.0%
01-361-000-033	Admin Fees from Engineering	200.00	4,000.00	(3,800.00)	5.0%
01-361-000-035	Admin Fees from Legal	165.76	1,000.00	(834.24)	16.6%
01-361-000-036	Legal Services Fees	1,757.50	6,000.00	(4,242.50)	29.3%
01-361-000-038	Sale of Maps & Books	-	250.00	(250.00)	0.0%
01-361-000-039	Fire Inspection Fees	320.00	-	320.00	#DIV/0!
01-361-000-040	Fees from Engineering - CU	-	20,000.00	(20,000.00)	0.0%
01-361-000-042	Copies	-	100.00	(100.00)	0.0%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	-	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	8,080.00	30,000.00	(21,920.00)	26.9%
01-367-000-025	Turf Field Fees	20,950.00	45,000.00	(24,050.00)	46.6%
01-367-000-030	Community Events Donations	500.00	10,000.00	(9,500.00)	5.0%
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	6,156.72	5,000.00	1,156.72	123.1%
01-380-000-010	Insurance Reimbursement	10,147.52	3,000.00	7,147.52	338.3%
01-392-000-008	Municipal Authority Reimbursement	79,952.49	264,736.00	(184,783.51)	30.2%
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	8,136.68	-	8,136.68	#DIV/0!
Total Revenue		\$ 2,871,985.13	\$ 7,060,222.00	\$ (4,188,236.87)	40.7%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	\$ 4,875.00	\$ 6,500.00	\$ (1,625.00)	75.0%
01-400-000-150	Payroll Tax Expense	372.96	497.00	(124.04)	75.0%
01-400-000-320	Telephone	580.50	2,000.00	(1,419.50)	29.0%
01-400-000-340	Public Relations	-	2,500.00	(2,500.00)	0.0%
01-400-000-341	Advertising	1,604.64	7,500.00	(5,895.36)	21.4%
01-400-000-342	Printing	2,890.00	5,000.00	(2,110.00)	57.8%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,486.00	4,200.00	(1,714.00)	59.2%
01-400-000-352	Insurance-Liability	4,347.68	17,390.00	(13,042.32)	25.0%
01-400-000-420	Dues/Subscriptions/Memberships	-	4,375.00	(4,375.00)	0.0%
01-400-000-460	Meeting & Conferences	270.00	6,000.00	(5,730.00)	4.5%
01-400-000-461	Bank Fees	4,737.11	9,000.00	(4,262.89)	52.6%
01-400-000-463	Misc expenses	47.72	2,000.00	(1,952.28)	2.4%
01-400-000-464	Wallace Twp. Tax Agreement	-	4,325.00	(4,325.00)	0.0%
		22,211.61	73,287.00	(51,075.39)	30.3%
EXECUTIVE					
01-401-000-100	Administration Wages	166,229.13	547,083.00	(380,853.87)	30.4%
01-401-000-150	Payroll Tax Expense	13,243.88	41,852.00	(28,608.12)	31.6%
01-401-000-151	PSATS Unemployment Compensation	1,230.00	1,230.00	-	100.0%
01-401-000-156	Employee Benefit Expense	22,529.24	85,320.00	(62,790.76)	26.4%
01-401-000-157	ACA Fees	-	240.00	(240.00)	0.0%
01-401-000-160	Non-Uniform Pension	15,022.75	41,897.00	(26,874.25)	35.9%
01-401-000-165	Employer 457 Match	-	9,000.00	(9,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	171.08	6,300.00	(6,128.92)	2.7%
01-401-000-181	Longevity Pay	-	5,550.00	(5,550.00)	0.0%
01-401-000-183	Overtime Wages	1,736.29	5,000.00	(3,263.71)	34.7%
01-401-000-200	Supplies	3,081.63	15,000.00	(11,918.37)	20.5%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	1,649.77	4,500.00	(2,850.23)	36.7%
01-401-000-230	Gasoline & Oil	251.51	2,200.00	(1,948.49)	11.4%
01-401-000-235	Vehicle Maintenance	173.14	1,000.00	(826.86)	17.3%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	873.40	10,000.00	(9,126.60)	8.7%
01-401-000-317	Parking/Travel	140.00	1,200.00	(1,060.00)	11.7%
01-401-000-322	Ipad Expenses	38.22	600.00	(561.78)	6.4%
01-401-000-352	Insurance - Liability	91.75	367.00	(275.25)	25.0%
01-401-000-353	Insurance-Vehicle	71.30	285.00	(213.70)	25.0%
01-401-000-354	Insurance-Workers Compensation	463.70	618.00	(154.30)	75.0%
01-401-000-420	Dues/Subscriptions/Memberships	4,422.86	6,100.00	(1,677.14)	72.5%
01-401-000-450	Contracted Services	8,557.93	14,500.00	(5,942.07)	59.0%
		239,977.58	802,042.00	(562,064.42)	29.9%
AUDIT					
01-402-000-450	Contracted Services	17,525.00	23,700.00	(6,175.00)	73.9%
		17,525.00	23,700.00	(6,175.00)	73.9%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	928.57	-	928.57	#DIV/0!
01-403-000-110	Chester Co. Treasurer Expense	7,360.50	-	7,360.50	#DIV/0!
01-403-000-150	Payroll Tax Expense	71.04	-	71.04	#DIV/0!
01-403-000-200	Supplies	-	-	-	#DIV/0!
01-403-000-215	Postage	-	-	-	#DIV/0!
01-403-000-350	Insurance-Bonding	-	-	-	#DIV/0!
01-403-000-450	Contracted Services	400.00	8,500.00	(8,100.00)	4.7%
		8,760.11	8,500.00	260.11	103.1%
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	5,463.50	9,500.00	(4,036.50)	57.5%
01-404-000-311	Non Reimbursable Legal	8,218.49	40,000.00	(31,781.51)	20.5%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		13,681.99	55,000.00	(41,318.01)	24.9%
COMPUTER					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	31,040.03	73,280.00	(42,239.97)	42.4%
01-407-000-222	Hardware	7,635.52	6,000.00	1,635.52	127.3%
01-407-000-240	Web Page	6,058.89	6,000.00	58.89	101.0%
01-407-000-450	Contracted Services	17,171.09	54,200.00	(37,028.91)	31.7%
		61,905.53	141,480.00	(79,574.47)	43.8%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	-	25,000.00	(25,000.00)	0.0%
01-408-000-310	Reimbursable Engineering	7,055.13	75,000.00	(67,944.87)	9.4%
01-408-000-311	Traffic Engineering	807.50	25,000.00	(24,192.50)	3.2%
01-408-000-313	Non Reimbursable Engineering	12,975.76	30,000.00	(17,024.24)	43.3%
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	-	-	-	#DIV/0!
		20,838.39	169,500.00	(148,661.61)	12.3%
TOWNSHIP PROPERTIES					
<i>Public Works Building</i>					
01-409-001-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-409-001-231	Propane & heating - PW bldg	2,954.63	15,000.00	(12,045.37)	19.7%
01-409-001-250	Maint & Repair	7,442.71	29,300.00	(21,857.29)	25.4%
01-409-001-320	Telephone	1,425.60	4,000.00	(2,574.40)	35.6%
01-409-001-351	Insurance - property	3,053.81	12,215.00	(9,161.19)	25.0%
01-409-001-360	Utilities	2,406.66	12,000.00	(9,593.34)	20.1%
01-409-001-450	Contracted Services	2,333.68	8,000.00	(5,666.32)	29.2%
<i>Township Building</i>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	444.25	2,000.00	(1,555.75)	22.2%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	143.04	2,500.00	(2,356.96)	5.7%
01-409-003-320	Telephone	2,458.95	7,000.00	(4,541.05)	35.1%
01-409-003-351	Insurance Property	3,562.78	14,251.00	(10,688.22)	25.0%
01-409-003-360	Utilities	7,308.34	20,000.00	(12,691.66)	36.5%
01-409-003-380	Rent	-	-	-	#DIV/0!
01-409-003-385	Relocation Costs	-	-	-	#DIV/0!

**Upper Uwchlan Township
General Fund**
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD	2021	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-409-003-450	Contracted Services	9,283.03	45,300.00	(36,016.97)	20.5%
<u>Milford Road</u>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	908.64	2,000.00	(1,091.36)	45.4%
01-409-004-250	Maintenance & Repairs	95.00	500.00	(405.00)	19.0%
01-409-004-320	Telephone	2,316.01	3,000.00	(683.99)	77.2%
01-409-004-351	Insurance - property	508.97	2,036.00	(1,527.03)	25.0%
01-409-004-360	Utilities	172.60	1,000.00	(827.40)	17.3%
01-409-004-450	Contracted Services	-	500.00	(500.00)	0.0%
01-409-005-200	Police relocated - supplies	-	-	-	#DIV/0!
		46,818.70	187,102.00	(140,283.30)	25.0%
POLICE EXPENSES					
01-410-000-100	Police Wages	400,157.00	1,366,432.00	(966,275.00)	29.3%
01-410-000-150	Payroll Tax Expense	33,115.82	104,532.00	(71,416.18)	31.7%
01-410-000-151	PSATS Unemployment Compensation	2,642.19	2,870.00	(227.81)	92.1%
01-410-000-156	Employee Benefit Expense	102,777.44	306,410.00	(203,632.56)	33.5%
01-410-000-158	Medical Expense Reimbursements	1,563.89	13,000.00	(11,436.11)	12.0%
01-410-000-160	Pension Expense	64,273.75	257,095.00	(192,821.25)	25.0%
01-410-000-165	Employer 457 Match	-	18,000.00	(18,000.00)	0.0%
01-410-000-174	Tuition Reimbursement	4,104.00	15,000.00	(10,896.00)	27.4%
01-410-000-181	Longevity Pay	5,800.00	28,600.00	(22,800.00)	20.3%
01-410-000-182	Education incentive	3,700.00	3,750.00	(50.00)	98.7%
01-410-000-183	Overtime Wages	13,689.55	54,000.00	(40,310.45)	25.4%
01-410-000-187	Courttime Wages	3,064.86	12,000.00	(8,935.14)	25.5%
01-410-000-191	Uniform/Boot Allowances	6,900.00	11,600.00	(4,700.00)	59.5%
01-410-000-200	Supplies	1,798.29	14,000.00	(12,201.71)	12.8%
01-410-000-215	Postage	32.28	750.00	(717.72)	4.3%
01-410-000-230	Gasoline & Oil	8,627.18	35,000.00	(26,372.82)	24.6%
01-410-000-235	Vehicle Maintenance	7,545.16	25,000.00	(17,454.84)	30.2%
01-410-000-238	Clothing/Uniforms	64.84	9,000.00	(8,935.16)	0.7%
01-410-000-250	Maintenance & Repairs	339.21	2,500.00	(2,160.79)	13.6%
01-410-000-260	Small Tools & Equipment	1,545.67	9,000.00	(7,454.33)	17.2%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	2,637.32	13,000.00	(10,362.68)	20.3%
01-410-000-317	Parking & travel	294.28	1,000.00	(705.72)	29.4%
01-410-000-320	Telephone	1,288.80	8,000.00	(6,711.20)	16.1%
01-410-000-322	Ipad Expense	-	600.00	(600.00)	0.0%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	6,869.80	12,000.00	(5,130.20)	57.2%
01-410-000-342	Police Accreditation	1,320.00	6,000.00	(4,680.00)	22.0%
01-410-000-352	Insurance - Liability	3,278.56	13,114.00	(9,835.44)	25.0%
01-410-000-353	Insurance - Vehicles	526.76	2,107.00	(1,580.24)	25.0%
01-410-000-354	Insurance - Workers Compensation	10,046.73	37,096.00	(27,049.27)	27.1%
01-410-000-420	Dues/Subscriptions/Memberships	340.08	1,000.00	(659.92)	34.0%
01-410-000-450	Contracted Services	6,170.70	27,040.00	(20,869.30)	22.8%
01-410-000-740	Computer/Furniture	2,819.60	3,000.00	(180.40)	94.0%
		697,333.76	2,413,496.00	(1,716,162.24)	28.9%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021**

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	14,687.42	23,000.00	(8,312.58)	63.9%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	19,136.60	60,000.00	(40,863.40)	31.9%
01-411-001-001	Ludwigs	-	74,160.00	(74,160.00)	0.0%
01-411-001-002	Lionville	-	74,282.00	(74,282.00)	0.0%
01-411-001-003	Lionville Capital	-	-	-	100.0%
01-411-001-004	Glenmoore	-	8,549.00	(8,549.00)	0.0%
01-411-001-005	E. Brandywine	6,804.00	13,608.00	(6,804.00)	50.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	-	95,000.00	(95,000.00)	0.0%
		40,628.02	351,099.00	(310,470.98)	11.6%
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	-	27,038.00	(27,038.00)	0.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		-	27,038.00	(27,038.00)	0.0%
CODES ADMINISTRATION					
01-413-000-100	Code Adminstrator Wages	66,360.04	225,362.00	(159,001.96)	29.4%
01-413-000-150	Payroll Tax Expenses	5,463.20	17,240.00	(11,776.80)	31.7%
01-413-000-151	PSATS Unemployment Compensation	695.00	615.00	80.00	113.0%
01-413-000-156	Employee Benefit Expense	16,628.31	50,054.00	(33,425.69)	33.2%
01-413-000-160	Pension	5,840.02	19,610.00	(13,769.98)	29.8%
01-413-000-165	Employer 457 Match	-	4,500.00	(4,500.00)	0.0%
01-413-000-181	Longevity Pay	2,400.00	4,800.00	(2,400.00)	50.0%
01-413-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-413-000-230	Gasoline & Oil	836.33	3,400.00	(2,563.67)	24.6%
01-413-000-235	Vehicle Maintenance	-	2,000.00	(2,000.00)	0.0%
01-413-000-316	Training/Seminar	-	2,500.00	(2,500.00)	0.0%
01-413-000-317	Parking/Travel	-	750.00	(750.00)	0.0%
01-413-000-320	Telephone	180.50	2,000.00	(1,819.50)	9.0%
01-413-000-322	Ipad Expense	140.91	600.00	(459.09)	23.5%
01-413-000-352	Insurance - Liability	91.75	367.00	(275.25)	25.0%
01-413-000-353	Insurance - Vehicle	71.30	285.00	(213.70)	25.0%
01-413-000-354	Insurance - Workers Compensation	463.70	618.00	(154.30)	75.0%
01-413-000-420	Dues/Subscriptions/Memberships	85.00	3,000.00	(2,915.00)	2.8%
01-413-000-450	Contracted Services	-	10,000.00	(10,000.00)	0.0%
01-413-000-460	Meetings & Conferences	-	1,000.00	(1,000.00)	0.0%
		99,256.06	350,701.00	(251,444.94)	28.3%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	185.00	1,500.00	(1,315.00)	12.3%
01-414-001-315	Legal Fees	1,845.00	3,000.00	(1,155.00)	61.5%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	-	20,000.00	(20,000.00)	0.0%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	293.82	500.00	(206.18)	58.8%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		2,323.82	28,500.00	(26,176.18)	8.2%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
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%
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	(112.00)	2,000.00	(2,112.00)	-5.6%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	-	1,200.00	(1,200.00)	0.0%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	-	1,200.00	(1,200.00)	0.0%
01-415-000-330	Other Services/Charges	-	500.00	(500.00)	0.0%
01-415-000-420	Dues/subscriptions/memberships	-	50.00	(50.00)	0.0%
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%
		(112.00)	7,850.00	(7,962.00)	-1.4%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	2,518.15	4,637.00	(2,118.85)	54.3%
01-422-000-601	Contributions - DARC	23,037.00	25,341.00	(2,304.00)	90.9%
01-422-000-603	Downingtown Senior Center	-	2,000.00	(2,000.00)	0.0%
01-422-000-605	Natural Lands Trust	-	20,000.00	(20,000.00)	
		25,555.15	51,978.00	(26,422.85)	49.2%
SIGNS					
01-433-000-200	Supplies	662.00	5,000.00	(4,338.00)	13.2%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		662.00	6,000.00	(5,338.00)	11.0%
SIGNALS					
01-434-000-450	Contracted Services	973.56	35,200.00	(34,226.44)	2.8%
		973.56	35,200.00	(34,226.44)	2.8%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	128,931.48	439,698.00	(310,766.52)	29.3%
01-438-000-101	Employee Cost Allocated	-	(27,098.00)	27,098.00	0.0%
01-438-000-150	Payroll Tax Expense	11,726.46	33,637.00	(21,910.54)	34.9%
01-438-000-151	PSATS Unemployment Compensation	1,415.66	1,435.00	(19.34)	98.7%
01-438-000-156	Employee Benefit Expense	58,123.27	147,806.00	(89,682.73)	39.3%
01-438-000-160	Pension	9,972.66	38,133.00	(28,160.34)	26.2%
01-438-000-165	Employer 457 Match	-	10,500.00	(10,500.00)	0.0%
01-438-000-181	Longevity	4,950.00	8,100.00	(3,150.00)	61.1%
01-438-000-183	Overtime Wages	13,987.69	26,000.00	(12,012.31)	53.8%
01-438-000-200	Supplies	16,297.66	48,500.00	(32,202.34)	33.6%
01-438-000-205	Meals & Meal Allowances	386.36	500.00	(113.64)	77.3%
01-438-000-230	Gasoline & Oil	9,492.84	34,200.00	(24,707.16)	27.8%
01-438-000-235	Vehicle Maintenance	5,902.08	17,000.00	(11,097.92)	34.7%
01-438-000-238	Uniforms	3,379.71	3,050.00	329.71	110.8%
01-438-000-245	Highway Supplies	3,533.07	9,600.00	(6,066.93)	36.8%

**Upper Uwchlan Township
General Fund**
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD	2021	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-438-000-260	Small Tools & Equipment	1,018.34	9,600.00	(8,581.66)	10.6%
01-438-000-316	Training/Seminar	-	5,000.00	(5,000.00)	0.0%
01-438-000-317	Parking & travel	-	800.00	(800.00)	0.0%
01-438-000-320	Telephone	490.39	3,000.00	(2,509.61)	16.3%
01-438-000-322	Ipad Expense	176.88	1,200.00	(1,023.12)	14.7%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	405.31	1,621.00	(1,215.69)	25.0%
01-438-000-353	Vehicle Insurance	285.20	1,141.00	(855.80)	25.0%
01-438-000-354	Insurance - Workers Compensation	2,473.04	11,747.00	(9,273.96)	21.1%
01-438-000-420	Dues and Subscriptions	-	400.00	(400.00)	0.0%
01-438-000-450	Contracted Services	2,296.17	52,730.00	(50,433.83)	4.4%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	274,333.00	(274,333.00)	0.0%
		275,244.27	1,157,633.00	(882,388.73)	23.8%

Public Works - Facilities Division

01-438-001-100	Wages	49,866.64	234,095.00	(184,228.36)	21.3%
01-438-001-101	Employee Costs Allocated	(44,928.49)	(223,653.00)	178,724.51	20.1%
01-438-001-150	Payroll Tax Expense	4,550.42	17,908.00	(13,357.58)	25.4%
01-438-001-151	PSATS Unemployment Compensation	753.77	1,435.00	(681.23)	52.5%
01-438-001-156	Employee Benefit Expense	10,174.47	38,965.00	(28,790.53)	26.1%
01-438-001-160	Pension Expense	3,865.55	11,643.00	(7,777.45)	33.2%
01-438-001-165	Employer 457 Match	-	4,500.00	(4,500.00)	0.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	2,100.00	2,850.00	(750.00)	73.7%
01-438-001-183	Overtime Wages	5,745.85	8,000.00	(2,254.15)	71.8%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	2,835.72	12,000.00	(9,164.28)	23.6%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	298.58	2,200.00	(1,901.42)	13.6%
01-438-001-316	Training & Seminars	-	1,600.00	(1,600.00)	0.0%
01-438-001-352	Insurance - Liability	405.31	1,621.00	(1,215.69)	25.0%
01-438-001-353	Insurance - Vehicles	285.20	1,141.00	(855.80)	25.0%
01-438-001-354	Insurance - Workers Compensation	1,236.50	8,037.00	(6,800.50)	15.4%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		37,189.52	128,842.00	(91,652.48)	28.9%

PARK & RECREATION

Parks - General

01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	44,928.49	223,653.00	(178,724.51)	20.1%
01-454-001-200	Supplies	4,423.78	15,000.00	(10,576.22)	29.5%
01-454-001-201	Park & Rec Special Events	484.77	6,000.00	(5,515.23)	8.1%
01-454-001-202	Community Day	4,725.00	28,000.00	(23,275.00)	16.9%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	1,103.66	6,000.00	(4,896.34)	18.4%
01-454-001-250	Maintenance & Repairs	-	500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	-	2,700.00	(2,700.00)	0.0%
01-454-001-316	Training/Seminars	-	1,000.00	(1,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	772.83	3,710.00	(2,937.17)	20.8%
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%
		56,438.53	293,363.00	(236,924.47)	19.2%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
HICKORY PARK					
01-454-002-200	Supplies-Hickory	401.90	3,000.00	(2,598.10)	13.4%
01-454-002-231	Propane	873.83	2,000.00	(1,126.17)	43.7%
01-454-002-250	Maintenance & Repairs	180.00	8,000.00	(7,820.00)	2.3%
01-454-002-351	Insurance-Property	1,017.94	4,072.00	(3,054.06)	25.0%
01-454-002-360	Utilities	761.58	5,000.00	(4,238.42)	15.2%
01-454-002-450	Contracted Services	1,540.00	20,000.00	(18,460.00)	7.7%
		4,775.25	42,072.00	(37,296.75)	11.4%
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	238.73	3,000.00	(2,761.27)	8.0%
01-454-003-250	Maintenance & Repairs	-	10,000.00	(10,000.00)	0.0%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	374.97	2,500.00	(2,125.03)	15.0%
01-454-003-351	Insurance Property	1,017.94	4,072.00	(3,054.06)	25.0%
01-454-003-360	Utilities	1,898.49	12,000.00	(10,101.51)	15.8%
01-454-003-450	Contracted Services	935.00	16,000.00	(15,065.00)	5.8%
		4,465.13	47,572.00	(43,106.87)	9.4%
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	82.25	5,000.00	(4,917.75)	1.6%
01-454-005-231	Propane & Heating Oil	1,686.05	4,500.00	(2,813.95)	37.5%
01-454-005-250	Repairs & Maintenance	1,500.00	50,000.00	(48,500.00)	3.0%
01-454-005-351	Insurance - Building	1,017.94	4,072.00	(3,054.06)	25.0%
01-454-005-360	Utilities	5,440.78	4,000.00	1,440.78	136.0%
01-454-005-450	Contracted Services	1,071.50	5,000.00	(3,928.50)	21.4%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		10,798.52	72,572.00	(61,773.48)	14.9%
Total Parks and Recreation		76,477.43	460,579.00	(384,101.57)	16.6%
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	-	2,500.00	(2,500.00)	0.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	1,192.00	1,500.00	(308.00)	79.5%
		1,192.00	5,000.00	(3,808.00)	23.8%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
	Total Expenditures Before Operating Transfers	1,688,442.50	6,500,327.00	(4,811,884.50)	26.0%
	Excess of Revenues over Expenses Before Operating Transfers	1,183,542.63	559,895.00	623,647.63	211.4%
OPERATING TRANSFERS					
01-492-000-030	Transfer from Turf Field Cash account		400,000.00	(400,000.00)	0.0%
01-492-000-031	Transfer to Capital Projects Fund	-	500,000.00	(500,000.00)	0.0%
01-492-000-033	Transfer to Solid Waste Fund	-	-	-	#DIV/0!
01-492-000-034	Transfer to Developer's Escrow Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Act 209 Fund	-	-	-	#DIV/0!
01-492-000-036	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Transfer to Water Resource Protection Fund		245,000.00	(245,000.00)	0.0%
			1,145,000.00	(1,145,000.00)	0.0%
	Total Expenditures after Operating Transfers	1,688,442.50	7,645,327.00	(5,956,884.50)	22.1%
EXCESS OF REVENUES OVER EXPENSES					
		\$ 1,183,542.63	\$ (585,105.00)	\$ 1,768,647.63	-202.3%

Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of April 30, 2021

ASSETS

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 1,100,047.15
	Total Cash	<hr/> 1,100,047.15
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	<hr/> -
	Total Assets	\$ 1,100,047.15

LIABILITIES AND FUND BALANCE

Accounts Payable		
04-200-000-000	Accounts Payable	-
04-258-000-000	Accrued Expenses	<hr/> -
	Total Accounts Payable	-
Other Current Liabilities		
04-230-000-010	Other Liabilities	-
	Due To General Fund	-
	Due To Capital Fund	<hr/> -
	Total Other Current Liabilities	-
	Total Liabilities	-
Equity		
04-272-000-001	Opening Balance Equity	192,790.66
04-272-000-002	Retained Earnings	554,926.85
04-272-000-003	Transfer from Other Funds	-
	Unrestricted Net Assets	-
	Current Period Net Income (Loss)	<hr/> 352,329.64
	Total Equity	1,100,047.15
	Total Fund Balance	\$ 1,100,047.15
	Total Liabilities & Fund Balance	\$ 1,100,047.15

**Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending April 30, 2021**

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 277.72	\$ 7,000.00	(6,722.28)	4%
04-355-000-002	Motor Fuel Vehicle Taxes	373,167.55	362,257.00	10,910.55	103%
04-389-000-001	Winter Snow Agreement	657.55	600.00	57.55	110%
04-389-000-002	Turnback Maintenance	14,520.00	14,520.00	-	100%
	Total Revenues	\$ 388,622.82	\$ 384,377.00	\$ 4,245.82	317%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	33,582.49	75,000.00	(41,417.51)	45%
04-432-000-250	Vehicle Maintenance & Repair	2,710.69	4,000.00	(1,289.31)	68%
04-432-000-450	Snow & Ice Contracted Services	-	-	-	#DIV/0!
	Total Snow	36,293.18	79,000.00	(42,706.82)	#DIV/0!
Road Projects					
04-438-000-239	Road Project Supplies	-	37,800.00	(37,800.00)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	-	37,800.00	(37,800.00)	#DIV/0!
Highway Construction					
04-439-001-250	Resurfacing	-	275,000.00	(275,000.00)	0%
04-439-002-250	Base Repairs - Pa. Drive	-	6,000.00	(6,000.00)	0%
	Total Highway Construction	-	281,000.00	(281,000.00)	-
	Total Expenditures	\$ 36,293.18	\$ 397,800.00	\$ (361,506.82)	9%
	Excess of Revenues over Expenditures	\$ 352,329.64	\$ (13,423.00)	\$ 365,752.64	-2625%

Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of April 30, 2021

ASSETS

Cash		
05-100-000-010	Meridian Bank	\$ 474,200.38
05-100-000-030	Cash - Fulton Bank	669,203.94
	Total Cash	<hr/> 1,143,404.32

Accounts Receivable

05-130-000-045	WIPP Receivable from MA	10,026.04
05-145-000-010	Solid Waste Receivable	129,387.67
05-145-000-095	Misc. Receivable	<hr/> -

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	3,374.57
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	-
	Total Other Current Assets	<hr/> 3,374.57

Total Assets	\$ 1,286,192.60
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LIABILITIES AND FUND BALANCE

Accounts Payable		
05-200-000-020	Accounts Payable	-
05-258-000-000	Accrued Expenses	36,000.00
	Total Accounts Payable	<hr/> 36,000.00

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	9,308.72
05-252-000-010	Deferred Revenues	115,691.95
	Total Other Current Liabilities	<hr/> 125,000.67

Total Liabilities	\$ 161,000.67
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Equity

05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(374,598.12)
	Current Period Net Income (Loss)	515,186.07
	Total Equity	<hr/> 1,125,191.93

Total Fund Balance	\$ 1,125,191.93
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Total Liabilities & Fund Balance	\$ 1,286,192.60
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**Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending April 30,
2021**

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 770.87	\$ 10,000.00	(9,229.13)	8%
05-364-000-010	Solid Waste Income	793,537.13	1,103,331.00	(309,793.87)	72%
05-364-000-015	Resident Refunds	(1,247.40)	-	(1,247.40)	#DIV/0!
05-364-000-020	Recycling Income	635.76	-	635.76	#DIV/0!
05-364-000-025	Hazardous Waste Event		2,000.00	(2,000.00)	0%
05-364-000-030	Leaf Bags Sold	32.50	500.00	(467.50)	7%
05-364-000-035	Scrap Metal Sold	388.95	500.00	(111.05)	78%
	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		\$ 794,117.81	\$ 1,141,331.00	\$ (347,213.19)	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-101	Employee Cost Allocation	-	21,832.00	(21,832.00)	0%
05-427-000-150	Bank Fees	30.00	200.00	(170.00)	15%
05-427-000-200	Supplies	261.48	2,000.00	(1,738.52)	13%
05-427-000-210	Utility Billing Expenses	1,908.44	2,800.00	(891.56)	68%
05-427-000-220	Postage	1,718.70	2,300.00	(581.30)	75%
05-427-000-230	Toters	2,405.50	47,644.00	(45,238.50)	5%
05-427-000-314	Legal Fees		9,000.00	(9,000.00)	0%
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	144,803.42	438,476.00	(293,672.58)	33%
05-427-000-460	Contracted Services - Recycling	62,234.88	182,645.00	(120,410.12)	34%
05-427-000-700	Tipping Fees	60,328.51	275,000.00	(214,671.49)	22%
05-427-000-725	Tipping Fees - Recycling	5,240.81	54,000.00	(48,759.19)	10%
05-427-000-800	Recycling Disposal		9,000.00	(9,000.00)	0%
Total Operations		278,931.74	1,045,522.00	(766,590.26)	27%
Operating Transfers					
05-492-000-030	Transfer to Capital Fund		100,000.00	(100,000.00)	0%
	Transfer to General Fund	-	-	-	#DIV/0!
Total Operating Transfers		-	100,000.00	(100,000.00)	#DIV/0!
Total Expenditures		\$ 278,931.74	\$ 1,145,522.00	\$ (866,590.26)	24%
Excess of Revenues over Expenditures					
		\$ 515,186.07	\$ (4,191.00)	\$ 519,377.07	-12293%

**Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of April 30, 2021**

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	<u>13,396.65</u>
	Total Cash	13,396.65
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	<u>33.24</u>
	Total Assets	\$ 13,429.89

LIABILITIES AND FUND BALANCE

Accounts Payable		
08-200-000-000	Accounts Payable	-
08-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
08-230-000-010	Due To General Fund	-
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	-
	Total Other Current Liabilities	<u>-</u>
	Total Liabilities	-
Equity		
08-272-000-100	Unrestricted Net Assets	29,255.17
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	<u>(15,825.28)</u>
	Total Equity	13,429.89
	Total Fund Balance	\$ 13,429.89
	Total Liabilities & Fund Balance	\$ 13,429.89

**Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending April 30, 2021**

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 8.35	\$ 600.00	\$ (591.65)	1%
08-351-000-010	Federal Grants	\$ -	\$ -	\$ -	#DIV/0!
08-354-000-010	County Grants	\$ -	\$ -	\$ -	#DIV/0!
08-354-000-020	State Grants	\$ -	\$ -	\$ -	#DIV/0!
08-361-000-100	Water Resource Protection Fees	\$ -	\$ -	\$ -	#DIV/0!
08-392-000-010	Transfer from the General Fund	\$ -	\$ 245,000.00	\$ (245,000.00)	0%
08-392-000-020	Transfer from Municipal Authority	\$ -	\$ -	\$ -	#DIV/0!
	Miscellaneous Revenue				#DIV/0!
					#DIV/0!
Total Revenues		\$ 8.35	\$ 245,600.00	\$ (245,591.65)	0%
EXPENDITURES					
Operations					
08-404-000-310	Wage Allocation	\$ -	\$ 5,266.00	\$ (5,266.00)	0%
08-404-000-311	Legal Fees	\$ -	\$ -	\$ -	#DIV/0!
08-406-000-010	Grant Application Fees	\$ -	\$ -	\$ -	#DIV/0!
08-406-000-340	Public Relations	\$ -	\$ -	\$ -	#DIV/0!
08-408-000-010	Engineering	\$ -	\$ -	\$ -	#DIV/0!
08-408-000-020	Feasibility Studies	\$ -	\$ 140,022.00	\$ (140,022.00)	0%
08-420-000-035	Permits	\$ 1,045.00	\$ 1,045.00	\$ 1,045.00	#DIV/0!
08-420-000-260	Small Tools & Equipment	\$ 1,632.23	\$ 1,400.00	\$ 232.23	117%
08-446-000-101	Allocated Wages	\$ -	\$ -	\$ -	#DIV/0!
08-446-000-200	Supplies	\$ 2,429.60	\$ 27,112.00	\$ (24,682.40)	9%
08-446-000-230	Gasoline & Oil	\$ -	\$ 1,600.00	\$ (1,600.00)	0%
08-446-000-235	Vehicle maintenance	\$ -	\$ 4,000.00	\$ (4,000.00)	0%
08-446-000-250	Maintenance & Repair	\$ -	\$ 2,000.00	\$ (2,000.00)	0%
08-446-000-316	Training & Seminars	\$ -	\$ 2,000.00	\$ (2,000.00)	0%
08-446-000-450	Contracted Services	\$ 10,726.80	\$ 60,000.00	\$ (49,273.20)	18%
08-446-000-600	Construction	\$ -	\$ -	\$ -	#DIV/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	\$ 15,833.63	\$ 243,400.00	\$ (227,566.37)	7%
Operating Transfers					
	Transfer to General Fund	\$ -	\$ -	\$ -	#DIV/0!
	Total Operating Transfers	\$ -	\$ -	\$ -	#DIV/0!
Total Expenditures		\$ 15,833.63	\$ 243,400.00	\$ (227,566.37)	7%
Excess of Revenues over Expenditures					
		\$ (15,825.28)	\$ 2,200.00	\$ (18,025.28)	-719%

Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of April 30, 2021

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 1,045,156.50
	Total Cash	<hr/> 1,045,156.50
Other Current Assets		
09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	<hr/> -
	Total Assets	\$ 1,045,156.50

LIABILITIES AND FUND BALANCE

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	<hr/> -
	Total Accounts Payable	-
Other Current Liabilities		
09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	<hr/> -
	Total Other Current Liabilities	-
	Total Liabilities	\$ -
Equity		
09-272-000-001	Opening Balance Equity	299,600.19
09-272-000-002	Permanently Restricted Net Assets	-
09-272-000-003	Retained Earnings	494,484.74
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	250,730.12
	Current Period Net Income (Loss)	<hr/> 341.45
	Total Equity	1,045,156.50
	Total Fund Balance	\$ 1,045,156.50
	Total Liabilities & Fund Balance	\$ 1,045,156.50

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 341.45	\$ 1,000.00	\$ (658.55)	34.1%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	-	-	-	#DIV/0!
09-379-000-020	Transportation Impact Fees - Reserve	-	-	-	#DIV/0!
09-380-000-000	Misc Revenue	-	-	-	#DIV/0!
09-395-000-100	Transfer from General Fund	-	-	-	#DIV/0!
09-395-000-200	Transfer from Capital Fund	-	-	-	#DIV/0!
Total Revenue		341.45	1,000.00	(658.55)	#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		\$ 341.45	\$ 1,000.00	\$ (658.55)	#DIV/0!

Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of April 30, 2021

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 106,392.24
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>106,475.83</u>
Other Current Assets		
15-130-000-001	Due from General Fund	-
15-130-000-002	Due from Municipal Authority	-
15-136-000-100	Interest Receivable	-
	Other Assets	<u>-</u>
	Total Other Current Assets	<u>-</u>
Long-Term Assets		
15-130-000-005	Due 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	(4,477,675.37)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
15-157-000-110	OID Amortization - Series of 2019	(1,106.73)
		<u>26,845,466.73</u>
	Total Assets	\$ 26,951,942.56

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	86,143.23
15-258-000-110	Interest Payable on Bonds - Series A of 2019	52,583.33
	Total Accounts Payable	<u>138,726.56</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	-
15-261-000-105	General Obligation Bonds- Series of 2019	5,245,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	4,875,000.00
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	(11,629.00)
		<u>10,338,433.90</u>
	Total Liabilities	10,477,160.46

Equity		
15-272-000-100	Unrestricted Net Assets	16,586,228.36
	Current Period Net Income (Loss)	(111,446.26)
	Total Equity	<u>16,474,782.10</u>
	Total Fund Balance	\$ 16,474,782.10
	Total Liabilities & Fund Balance	\$ 26,951,942.56

**Upper Uwchlan Township
Sewer Fund**
Statement of Revenues and Expenditures
For the Period Ending April 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 35.02	\$ 1,000.00	(964.98)	4%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	-	236,744.00	(236,744.00)	0%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	-	336,200.00	(336,200.00)	0%
Total Revenues		\$ 35.02	\$ 573,944.00	\$ (573,908.98)	#DIV/0!
EXPENDITURES					
General					
15-400-000-461	Bank Fees	500.00	800.00	(300.00)	63%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		500.00	1,800.00	(1,300.00)	0.63
Bond expenses					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	68,914.60	206,744.00	(137,829.40)	33%
15-472-000-110	Bond Interest Expense - Series A of 2019	42,066.68	126,200.00	(84,133.32)	33%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	-	-	-	#DIV/0!
15-472-000-305	Bond Amortization Expense - 2019 Bonds	-	829.00	(829.00)	0%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	-	(6,645.00)	6,645.00	0%
	Total Debt Expenses	110,981.28	327,128.00	(221,962.72)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 111,481.28	\$ 328,928.00	\$ (223,262.72)	34%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
Total Expenditures and Transfers		111,481.28	328,928.00	(223,262.72)	#DIV/0!
Excess of Revenues over Expenditures		\$ (111,446.26)	\$ 245,016.00	\$ (350,646.26)	-45%

**Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of April 30, 2021**

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	1,005,865.17
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		282,596.19
	Total Cash		1,293,571.07
Accounts Receivable			
30-130-000-001	Due from General Fund		-
30-130-000-002	Due From Municipal Authority		-
30-130-000-003	Due from Escrow Fund		-
30-130-000-004	Due from Solid Waste Fund		-
30-130-000-005	Due From Liquid Fuels Fund		-
30-130-000-006	Due from Act 209 Fund		-
30-130-000-007	Due from Water Resource Protection Fund		-
	Total Accounts Receivable		-
Other Current Asset			
30-155-000-000	Prepaid Expenses		-
30-191-000-000	Other Assets		-
	Total Other Current Asset		-
	Total Assets	\$	1,293,571.07

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		81,041.67
30-261-000-100	General Obligation Bonds - Series of 2019		5,180,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019		247,103.30
30-261-000-160	Accrued Amortization - Series of 2019		(18,532.74)
	Total Accounts Payable		5,489,612.23
Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		-
Other Current Liabilities			
30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		-
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		-
	Total Liabilities	\$	5,489,612.23
Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		(4,873,413.01)
	Current Period Net Income (Loss)		(271,026.54)
	Total Equity		(4,196,041.16)
	Total Fund Balance	\$	(4,196,041.16)
	Total Liabilities & Fund Balance	\$	1,293,571.07

**Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending April 30, 2021**

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 514.41	\$ 10,000.00	(9,485.59)	5%
30-354-000-010	Grant Revenue - County			-	#DIV/0!
30-354-000-020	Grant Revenue - State		100,000.00	(100,000.00)	0%
30-354-000-030	Grant Revenue - Federal			-	#DIV/0!
30-354-000-040	Grant Revenue - Other		5,800.00	(5,800.00)	0%
30-391-000-100	Sale of Fixed Assets		5,000.00	(5,000.00)	0%
30-392-000-001	Transfer from General Fund		900,000.00	(900,000.00)	0%
30-392-000-005	Transfer from Solid Waste Fund		100,000.00	(100,000.00)	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!
		514.41	1,120,800.00	(1,120,285.59)	0%
Total Revenues					
		\$ 514.41	\$ 1,120,800.00	\$ (1,120,285.59)	0%
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General			-	#DIV/0!
30-409-001-700	Capital Purchases-Executive			-	#DIV/0!
30-409-002-600	Capital Construction - Township Bldg			-	#DIV/0!
30-409-002-610	Township Bldg Expansion 2018-2020			-	#DIV/0!
30-409-002-700	Capital Purchases - Twp Bldg			-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	18,051.00	64,710.00	(46,659.00)	0%
30-409-003-700	Capital Purchases - PW Bldg			-	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-		-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-		-	#DIV/0!
	Total Township	18,051.00	64,710.00	(46,659.00)	28%
Police					
30-410-000-700	Capital Purchases- Police	1,295.00	52,000.00	(50,705.00)	2%
	Future Purchase	-	10,000.00	(10,000.00)	0%
		1,295.00	62,000.00	(60,705.00)	2%
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	4,897.60	-	4,897.60	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	13,000.00	146,550.00	(133,550.00)	9%
	Total Public Works	17,897.60	146,550.00	(128,652.40)	#DIV/0!
Roads					
30-502-434-700	Traffic Signals	13,931.67	100,000.00	(86,068.33)	14%
	Little Conestoga Road Crosswalk	-	8,585.00	(8,585.00)	0%
	Lyndell Road Bridge	-		-	#DIV/0!
		13,931.67	108,585.00	(94,653.33)	13%

**Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending April 30, 2021**

Parks					
<i>All Parks</i>					
30-454-000-700	Capital Purchases - All Parks	35,525.00	55,361.00	(19,836.00)	64%
<i>Hickory Park</i>					
30-454-001-600	Capital Construction - Hickory		152,800.00	(152,800.00)	0%
30-454-001-700	Capital Purchases - Hickory		-	-	#DIV/0!
<i>Fellowship Fields</i>					
30-454-002-600	Capital Construction - Fellowship	83,679.57	430,800.00	(347,120.43)	19%
30-454-002-700	Capital Purchases - Fellowship	-	-	-	#DIV/0!
<i>Larkins Field</i>					
30-454-003-600	Capital Construction - Larkins	-	-	-	#DIV/0!
30-454-003-700	Capital Purchases - Larkins	-	-	-	#DIV/0!
<i>Upland Farms</i>					
30-454-004-600	Capital Construction - Upland	32,685.59	1,093,000.00	(1,060,314.41)	3%
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland		-	-	#DIV/0!
<i>Village of Eagle Pocket Park</i>					
30-506-000-100	Design	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases		-	-	#DIV/0!
Total Parks Capital		151,890.16	1,731,961.00	(1,580,070.84)	9%
 Trails					
30-455-000-650	Grant-Trails/Bridge	3,642.20	-	3,642.20	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	-	-	-	#DIV/0!
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
Total Trails		3,642.20	-	3,642.20	#DIV/0!
 Debt Service					
30-472-000-100	Interest Expense - Series of 2019	64,833.32	200,550.00	(135,716.68)	32%
30-472-000-200	Cost of Issuance - Series of 2019		-	-	#DIV/0!
30-472-000-300	Bond Amortization Expense - Series of 2019		(12,355.00)	12,355.00	0%
30-500-471-003	Capital Lease - Principal		53,956.00	(53,956.00)	0%
30-500-472-003	Capital Lease - Interest		1,505.00	(1,505.00)	0%
Total Debt Service		64,833.32	243,656.00	(178,822.68)	27%
 Village Concept					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
-		-	-	-	#DIV/0!
 Total Expenditures before Operating Transfers		\$ 271,540.95	\$ 2,357,462.00	\$ (2,085,921.05)	12%
 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		\$ (271,026.54)	\$ (1,236,662.00)	\$ 965,635.46	21.92%

**Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of April 30, 2021**

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 74,673.42
	Total Cash	<u>74,673.42</u>
 Other Current Assets		
40-130-000-010	Due from General Fund	-
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	<u>-</u>
 Total Assets		\$ 74,673.42

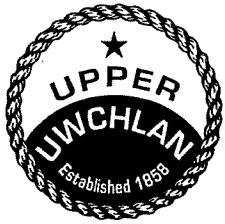
LIABILITIES AND FUND BALANCE

Accounts Payable		
40-200-000-000	Accounts Payable	<u>-</u>
	Total Accounts Payable	<u>-</u>
 Other Current Liabilities		
40-230-000-010	Due To General Fund	-
40-230-000-020	Due to Solid Waste Fund	-
40-230-000-030	Due to Municipal Authority	-
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	4,717.81
40-248-000-004	Columbia Gas Transmission LLC	8,134.42
40-248-000-005	Chester County - Radio Tower	344.80
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,778.66
40-248-000-009	Open Community Corp.	(20,197.91)
40-248-000-010	Sunoco Reed Road	4,148.52
40-248-000-011	McHugh	10.18
40-248-000-012	Marsh Lea	3,782.47
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	777.36
40-248-000-015	McKee Fettters	-
40-248-000-017	Vantage Point Retirement	1,878.30
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	(1,095.33)
40-248-000-020	Milford Rd. Associates	0.90
40-248-000-021	Townes at Chester Springs	4,702.29
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,736.84
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	1,676.69
40-248-000-026	Lot 1B Maintenance Area	5,311.91
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	928.22
40-248-000-030	Profound Technologies	4,430.18
40-248-000-031	Windsor Baptist Church	1,587.61
40-248-000-032	Eagle Village Parking Expansion	-
40-248-000-033	Chester Springs Crossing	(7,942.50)
40-248-000-034	Starbucks @ Eaglepoint Village	4,874.61
40-248-000-035	The Preserve at Marsh Creek SD	(12,353.36)
40-248-001-032	Gunner Parking Exp Construction	5,340.05
40-248-001-035	The Preserve at Marsh Creek Sewer	28,584.50
40-248-000-036	McKee Toll Traffic Impact Fee	63.75
40-248-000-500	Gunner Properties Performance	-
40-248-000-038	Enclave at Chester Springs	(8,922.67)
40-248-001-038	Enclave at Chester Springs site	14,953.99
40-248-000-039	164 Byers Rd QBD	1,348.99
40-248-000-040	Aurora Greenridge	-
40-248-000-041	Aurora Greenridge	9,932.09
40-248-000-042	DeWees 363 Byers Road	1,013.87
 Total Other Current Liabilities		74,675.42
 40-258-000-000	Accrued Expenses	-
 Total Liabilities		\$ 74,675.42

Equity		
40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	(2.00)
	<u>Total Equity</u>	<u>(2.00)</u>
 Total Fund Balance		\$ (2.00)
 Total Liabilities & Fund Balance		\$ 74,673.42

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended March 31, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 30.82	\$ -	\$ 30.82	-
40-341-000-010	Interest Income - allocated to Developers	(30.82)	-	(30.82)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
	Total Revenue	-	-	-	-
40-400-000-461	Bank Fees	2.00	-	2.00	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Expenditures	2.00	-	2.00	-
	Excess of Revenues over Expenditures	\$ (2.00)	\$ -	\$ (2.00)	-



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: **Board of Supervisors**

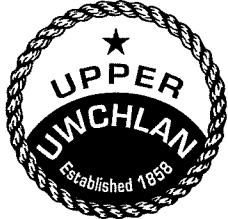
FROM: **Jill Bukata**
Township Treasurer

RE: **Transfer to the Water Resource Protection Fund**

DATE: **May 17, 2021**

The Budget for 2021 includes a transfer from the General Fund to the Water Resource Protection Fund in the amount of \$245,000. The Fund currently has a cash balance of approximately \$13,000 and work will be starting soon on the Water Quality Improvement Project. Although this work will be funded by a grant, the Township will be expending funds in advance of receipt of the grant funds.

I am respectfully requesting the Board to authorize the transfer of the budgeted amount of \$245,000 from the General Fund to the Water Resource Protection Fund.



UPPER UWCHLAN TOWNSHIP MEMORANDUM

ADMINISTRATION

TO: BOARD OF SUPERVISORS

FROM: Gwen Jonik, Township Secretary

RE: Planning Commission Candidate Appointments
David Colajezzi
Ravi Mayreddy

DATE: May 12, 2021

There are currently 2 vacancies on the Planning Commission. Sally Winterton and Joe Stoyack met with 5 candidates and are recommending David Colajezzi and Ravi Mayreddy for appointment.

The Board is scheduled to meet with these residents Monday, May 17, 2021 to discuss their interest.

If all parties are in favor, the Board may formalize the appointments during your 7:00 PM Meeting.

A term on the Planning Commission is 5 years. Both vacancies are mid-term. One term will expire December 31, 2023; the other December 31, 2026.



UPPER UWCHLAN TOWNSHIP
140 Pottstown Pike ~ Chester Springs ~ PA ~ 19425
Phone 610-458-9400; Fax 610-458-0307

VOLUNTEER POSITION APPLICATION

Upper Uwchlan Township has a number of boards and commissions that are staffed by Volunteers. At various times there is a need to find new members for these positions. In order to facilitate the finding of new members, the Township maintains a human resources file of residents willing to serve the Township. If interested, return completed Application to the Township Secretary. Thank you.

DATE: February 15, 2021 PHONE # Daytime _____
NAME: David Colajezzi PHONE # Evening _____ Same
ADDRESS: 1 EMAIL: _____
Chester Springs, PA 19425

I would be interested in serving on the following:

(If you are interested in more than one Commission, please rank your preferences. Thank you.)

Emergency Management Planning Commission _____
Historical Commission _____
Municipal Authority _____
Park & Recreation Board _____
Planning Commission X
Technology Advisory Board _____
Zoning Hearing Board _____
Special Purpose Committee (as needed) _____

My present occupation is: Banking/Financial Services Executive – Chief Audit Officer

Special qualifications / skills that may be of help to the Municipality: Governance experience
with multiple Boards internationally and regionally (US). Detailed oriented and analytical with a strong desire to
make positive contributions to our township and community.

I have served on: Board of Directors for Institute of Internal Auditors

In the community of: Sioux Falls, SD. I've reported directly to various Boards in the Financial Services Industry.

Other: US Air Force Veteran

Please note this form will remain on file until notice from you, or for a period of two (2) years.



UPPER UWCHLAN TOWNSHIP
140 Pottstown Pike ~ Chester Springs ~ PA ~ 19425
Phone 610-458-9400; Fax 610-458-0307

VOLUNTEER POSITION APPLICATION

Upper Uwchlan Township has a number of boards and commissions that are staffed by Volunteers. At various times there is a need to find new members for these positions. In order to facilitate the finding of new members, the Township maintains a human resources file of residents willing to serve the Township. If interested, return completed Application to the Township Secretary. Thank you.

DATE: 2/8/2021 PHONE # Daytime
NAME: RAVI MAY REDDY PHONE # Evening
ADDRESS: EMAIL:
Chester Springs PA 19425

I would be interested in serving on the following:
(If you are interested in more than one Commission, please rank your preferences. Thank you.)

Emergency Management Planning Commission

Historical Commission

Municipal Authority _____

Park & Recreation Board II

Planning Commission 1

Technology Advisory Board

Zoning Hearing Board

Special Purpose Committee (as needed)

occupation is: TT Busien

My present occupation is: Business

Special qualifications / skills that may be of help to the Municipality: _____

I want to volunteer & contribute to community. We manage a couple of NGOs & do community support activities.

I have served on: _____

In the community of: _____

Please note this form will remain on file until notice from you, or for a period of two (2) years.



ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: May 13, 2021

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) – We have received Escrow Release Request Number 3 for this development and have offered a recommendation for release under separate cover.

Windsor Baptist Church - Plans have been revised to address all outstanding comments and have been submitted for recording.

Construction continues at the following developments with no significant issues:

- Byers Station (Parcel 5C) Lot 1
- Byers Station (Parcel 5C) Lot 2A (The Enclave)
- Chester Springs Crossing
- Preserve at Marsh Creek
- Marsh Lea

General:

Meetings / Correspondence with staff regarding various matters.



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: May 13, 2021

To: Board of Supervisors

From: David Leh, P.E.

125 Little Conestoga Road (Profound Technologies) – Construction generally complete for the two-story building addition and additional parking areas on this property. There are some final items which still need to be addressed.

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 complete and a recommendation for final escrow release has been received and recommended by our office.

Byers Station (Parcel 5C)- [Villages at Chester Springs] - Home construction continues. we have received building permit applications for all units.

Byers Station (Parcel 5C)- [Enclave at Chester Springs] – This is the 55 Unit Townhouse development being constructed by Toll on Lot 2A of Byers Station. Construction continues on the site infrastructure and a portion of the spine road has now been paved. The entire development is anticipated to be paved within a few weeks. Home construction has also commenced.

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. Home sales and construction have been brisk and we have received grading permits for all proposed homes.

Eagleview Lot 1C– This project proposes a 113,000 SF Flex Office building. The Board granted Final Land Development Approval at their November 19th, 2018 meeting. Construction is currently underway.

Reference: Development Update

File No. 21-01080T
May 13, 2021

Eagleview (UTI/Frontage) – Hankin submitted 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. Construction is currently underway.

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. Grading plans for 26 of the proposed homes have been received and final paving will most likely occur next month.

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 permits applications for 55 building units to date.

QBD Ventures – This project proposes a two-story 4,400 SF office building on an existing residential parcel along Byers Road just east of Graphite Mine Road. The Board granted Preliminary / Final Approval to the plan at their August 16th, 2010. There has been no activity on the project since. The Applicant has now submitted an updated plan for re-approval. The plans were reviewed by the Planning Commission at their March 11th, 2021 meeting; however, no action was taken.

Reserve at Chester Springs (Frame Property) – This project is substantially complete.

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. In addition, as a result of proposed design changes, a revised land development plan approval may be required.

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 and Final Land Development Approval at their December 21st, 2020 meeting. Plans have now been submitted for recording.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath *Kathi*
Administrative Assistant

RE: Codes Department Activity Report

DATE: May 10, 2021

Attached, please find the Codes Department Activity Report for the month of April, 2021.

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP

Permit Analysis

2018-2021

2018					2019					2020					2021		
	# 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	46	\$ 37,719.22	46	\$ 37,719.22	30	\$17,025.46	30	\$17,025.46	51	\$98,596.00	51	\$98,596.00	94	\$ 87,742.42	94	\$ 87,742.42	
Feb	43	\$ 40,684.68	89	\$ 78,406.90	67	\$19,320.64	97	\$36,346.10	44	\$43,487.50	95	\$142,083.50	67	\$ 38,565.98	161	\$ 126,308.40	
Mar	43	\$ 36,969.50	132	\$ 115,376.40	57	\$ 36,767.22	154	\$ 73,113.32	53	\$ 54,586.50	148	\$ 196,670.00	86	\$ 44,724.50	247	\$ 171,032.90	
Apr	56	\$ 45,204.94	188	\$ 160,581.34	66	\$ 52,342.10	220	\$ 125,455.42	28	\$ 4,846.10	176	\$ 201,516.10	88	\$ 79,069.01	335	\$ 250,101.91	
May	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	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	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	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	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	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	45	\$ 34,720.92	599	\$ 419,084.04	36	\$ 10,623.00	606	\$ 403,911.86	71	\$ 21,378.92	734	\$ 764,798.62					
Dec	31	\$18,505.86	630	\$437,589.90	31	\$ 14,788.00	637	\$ 418,699.86	59	\$ 27,730.94	793	\$ 792,529.56					



APRIL 2021 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: 234

- Municipal Authority & PA 1-calls
 - 133 Work orders completed
- Public Works
 - 44 Work orders completed
- Parks
 - 6 Work orders completed
- Solid Waste
 - 40 Work orders completed
- Vehicles and Equipment (All Depts.)
 - 11 Work orders completed

- Pipe replacement on Bryan Wynd
- Street sweeping is complete.
- Hauled many loads of street sweepings to landfill.
- Mowing has begun and we are awaiting summer help to be done with school. Tim and Kyle are working with one summer helper.

- Dug test pits at Upland Farms for basin engineering.
- Began weed control at various locations.
- Mark-outs were done on roads to be repaired prior to 2021 Resurfacing.
- Paving limit mark-out was done for contractors looking to bid 2021 Resurfacing.
- Started roadway base repairs.
- Repaired stormwater pipe on Founders way
- Repaired multiple stormwater pipes on Font Rd as Aqua unearthed old poor connections gone bad. The contractor has worked well with us there so far.
- Unloaded delivery of new Tottors
- Repaired potholes at various locations
- Roadside mowing has begun as time allows
- Hauled old blacktop from base repairs to Cedar Hollow Recycling
- Topsoil seed and straw for plow damage work
- Sign replacements at various locations
- Refilled hand sanitizer stations and cleaned all Parks
- Cleared inlets on multiple roadways throughout the Township
- Toter swaps and deliveries were done as requested.
- Serviced Police vehicles
- Preventive maintenance, repairs, and Pa State Inspections
- PA 1-Calls were responded to as they came in.

Bids:

- 2021 Milling and Resurfacing is to be advertised beginning on May 19, 2021. The bids will be due on June 9, 2021.

Road Dedications:

- **None**

Workforce

- **Summer help to return soon.**
- **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**



April 27, 2021

File No. 03-0434T6

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)
Performance Bond Reduction Request No. 1

Dear Tony:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s April 26, 2021 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$400,581.80**. Following this release, there will be \$964,948.96 remaining in escrow.

Also enclosed is one (1) copy of the Escrow Status Report summary spreadsheet for this project for the Board's review and consideration. If you have any questions, please do not hesitate to contact me.

Sincerely,

David N. Leh

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

cc: Board of Supervisors
Justin K. Hunt – TBI (via e-mail only)

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

ESCROW STATUS REPORT

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

PROJECT NAME: ENCLAVE AT CHESTER 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.: 1
REQUEST DATE: April 26, 2021

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	1	\$ 3,500.00	0	\$ -	100%
SUBTOTAL ITEM A					\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	100%
B. E&S CONTROL												
2. CONSTRUCTION ENTRANCES		EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	0	\$ -	100%
3. 18" SILT SOCK		LF	600	\$ 6.00	\$ 3,600.00	600	\$ 3,600.00	600	\$ 3,600.00	0	\$ -	100%
4. 24" SILT SOCK		LF	300	\$ 10.00	\$ 3,000.00	300	\$ 3,000.00	300	\$ 3,000.00	0	\$ -	100%
5. 32" SILT SOCK		LF	400	\$ 14.00	\$ 5,600.00	400	\$ 5,600.00	400	\$ 5,600.00	0	\$ -	100%
6. EROSION CONTROL MATTING		SF	33,000	\$ 0.25	\$ 8,250.00	\$ -	\$ -	33,000	\$ 8,250.00	0	\$ -	0%
7. INLET PROTECTION		EA	1	\$ 115.00	\$ 115.00	1	\$ 115.00	1	\$ 115.00	0	\$ -	100%
8. STOCKPILE - 18" SILT FENCE		LF	400	\$ 1.50	\$ 600.00	400	\$ 600.00	400	\$ 600.00	0	\$ -	100%
9. TEMP SEED & MULCH		SF	350,000	\$ 0.04	\$ 14,000.00	175,000	\$ 7,000.00	175,000	\$ 7,000.00	175,000	\$ 7,000.00	50%
10. CONVERT SED BASIN #1 TO BIO BASIN		LS	1	\$ 145,000.00	\$ 145,000.00	\$ -	\$ -	1	\$ 145,000.00	0	\$ -	0%
11. CONVERT SED BASIN #2 TO BIO BASIN		LS	1	\$ 275,000.00	\$ 275,000.00	\$ -	\$ -	1	\$ 275,000.00	0	\$ -	0%
SUBTOTAL ITEM B					\$ 458,165.00	\$ 22,915.00	\$ 22,915.00	\$ 22,915.00	\$ 22,915.00	\$ 435,250.00	\$ -	5%
C. EARTHWORK												
10. STRIP TOPSOIL		CY	3,000	\$ 2.50	\$ 7,500.00	3,000	\$ 7,500.00	3,000	\$ 7,500.00	0	\$ -	100%
11. CUT/FILL		CY	6,500	\$ 2.50	\$ 16,250.00	6,500	\$ 16,250.00	6,500	\$ 16,250.00	0	\$ -	100%
12. RETURN TOPSOIL		CY	2,000	\$ 3.40	\$ 6,800.00	2,000	\$ 6,800.00	2,000	\$ 6,800.00	0	\$ -	100%
SUBTOTAL ITEM C					\$ 30,550.00	\$ 30,550.00	\$ 30,550.00	\$ 30,550.00	\$ 30,550.00	\$ -	\$ -	100%
D. STORM SEWER												
13. 15" HDPE		LF	877	\$ 31.00	\$ 27,187.00	877	\$ 27,187.00	877	\$ 27,187.00	0	\$ -	100%
14. 24" HDPE		LF	1543	\$ 40.00	\$ 61,720.00	1471	\$ 58,840.00	1471	\$ 58,840.00	72	\$ 2,880.00	95%
15. 30" HDPE		LF	120	\$ 80.00	\$ 9,600.00	120	\$ 9,600.00	120	\$ 9,600.00	0	\$ -	100%
16. STD TYPE C INLET		EA	31	\$ 2,200.00	\$ 68,200.00	31	\$ 68,200.00	31	\$ 68,200.00	0	\$ -	100%
17. REMOVE & REPLACE TYPE C INLET		EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	1	\$ 4,000.00	0	\$ -	100%
18. STD TYPE M INLET		EA	3	\$ 2,200.00	\$ 6,600.00	3	\$ 6,600.00	3	\$ 6,600.00	0	\$ -	100%
19. STORM MANHOLE		EA	5	\$ 2,500.00	\$ 12,500.00	5	\$ 12,500.00	5	\$ 12,500.00	0	\$ -	100%
20. ENDWALLS		EA	5	\$ 1,250.00	\$ 6,250.00	5	\$ 6,250.00	5	\$ 6,250.00	0	\$ -	100%
21. RIP-RAP APRONS		TN	42	\$ 45.00	\$ 1,890.00	42	\$ 1,890.00	42	\$ 1,890.00	0	\$ -	100%
SUBTOTAL ITEM D					\$ 197,947.00	\$ 195,067.00	\$ 195,067.00	\$ 195,067.00	\$ 195,067.00	\$ 2,880.00	\$ -	99%

ESCROW STATUS REPORT

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

PROJECT NAME: ENCLAVE AT CHESTER 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.: 1
REQUEST DATE: April 26, 2021

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	2,955	\$ 3,132.30	2,955	\$ 3,132.30	2,955	\$ 3,132.30	50%
23. 5" 2A MODIFIED	SY	5,910		\$ 6.00	\$ 35,460.00	2,955	\$ 17,730.00	2,955	\$ 17,730.00	2,955	\$ 17,730.00	50%
24. 5" 25MM BASE	SY	5,910		\$ 20.00	\$ 118,200.00	2,955	\$ 59,100.00	2,955	\$ 59,100.00	2,955	\$ 59,100.00	50%
25. 3" 19MM BINDER	SY	5,910		\$ 13.00	\$ 76,830.00	2,955	\$ 38,415.00	2,955	\$ 38,415.00	2,955	\$ 38,415.00	50%
26. CLEAN & TACK	SY	5,910		\$ 0.50	\$ 2,955.00		\$ -		\$ -	5,910	\$ 2,955.00	0%
27. 1.5" 9.5MM WEARING	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	893	\$ 15,172.50	893	\$ 15,172.50	2,678	\$ 45,517.50	25%
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		\$ 133,549.80		\$ 133,549.80		\$ 255,529.80	34%
F. SURVEYING												
31. CONSTRUCTION STAKING	LS	1		\$ 30,000.00	\$ 30,000.00	1	\$ 15,000.00	1	\$ 15,000.00	1	\$ 15,000.00	50%
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		\$ 15,000.00		\$ 15,000.00		\$ 32,500.00	32%
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		\$ 400,581.80		\$ 400,581.80		\$ 840,809.80	32%
I. RETAINAGE (10%)							\$ (40,058.18)		\$ (40,058.18)		\$ 40,058.18	
J. TOWNSHIP SECURITY (10%)					\$ 124,139.16		\$ 40,058.18		\$ 40,058.18		\$ 84,080.98	32%
NET CONSTRUCTION RELEASE							\$ 400,581.80		\$ 400,581.80		\$ 964,948.96	
SURETY AMOUNT					\$ 1,365,530.76	Page 2	\$ 400,581.80		\$ 400,581.80		\$ 964,948.96	29%



Birdsboro Office

321 North Furnace Street, Ste. 200

Birdsboro, PA 19508

T 610.374.5285

F 717.560.2778

February 3, 2021

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

RE: Upper Uwchlan Township Municipal Authority
Ewing Tract – West Vincent Township, Phase 2
Lennar Escrow Release No. 2, SFE (Bond #1102014) and CHN (Bond #1103203)
ARRO #10270.23

Dear Mr. Scheivert:

ARRO Consulting, Inc. (ARRO) has reviewed the attached January 20, 2021 Lennar's escrow release Request No. 2 for the Phase 2 sanitary sewer construction work at the Single Family East (SFE) and Carriage Home North subdivisions in Ewing Tract – West Vincent Township.

ARRO has no comments to the requested escrow release quantities and considering a 10% retainage finds the following acceptable for the escrow release:

SINGLE FAMILY EAST (Bond #1102014)

Sanitary Sewer \$ 11,488.31

CARRIAGE HOME NORTH (Bond#1103203)

Sanitary Sewer \$ 10,840.90

Total Escrow Release \$ 22,329.21

Please be advised that a final observation of each manhole condition needs still needs to be completed along with submission of record drawings and sanitary sewer dedication documents.

If you have any questions please contact me at (610) 495-2111 or Jay Jackson, at (610) 495-2103.

Sincerely,

G. Matthew Brown, P.E., DEE

GMB:acb

Attachment

c: Eric Henwood - Lennar
David Leh, P.E. – Gilmore & Associates
Jay Jackson, P.E. – ARRO Consulting, Inc.

\\\wcf\file\Active Projects\West Vincent Township\Ewing Tract - Lennar 11084.09\Construction\Pay_Applications\

Corporate Headquarters • 108 West Airport Road • Lititz, PA 17543
T 717.569.7021 • F 717.560.0577 • www.arroconsulting.com

OUT IN FRONT

ESCROW STATUS REPORT

SUMMARY OF SEWER ESCROW ACCOUNT

EWING WEST VINCENT, PHASE 2
 Single Family EAST & Carriage Home NORTH
 WEST VINCENT TOWNSHIP
 CHESTER COUNTY, PA

RELEASE: 2
 DATE: 1/15/2021

PREPARED: April 29, 2014

Item	Unit	Unit Quantity	Item Cost	Escrow Total	Previous		Current		Released	Total Rel (Incl Current)	
					Release	Amount	Release	Amount		Amount	%
A. Sanitary Sewer- Single Family East											
1 8" SDR 35	LF	4,511	\$ 25.36	\$ 114,398.96	4,511	\$ 114,398.96		\$ -	0%	\$ 114,398.96	100%
2 6" SDR 35	LF	3,330.00	\$ 26.80	\$ 89,244.00	3,330.00	\$ 89,244.00		\$ -	0%	\$ 89,244.00	100%
3 Manholes 48"	EA	27	\$ 1,880.00	\$ 50,760.00	27	\$ 50,760.00		\$ -	0%	\$ 50,760.00	100%
4 Manholes 60"	EA	6	\$ 4,500.00	\$ 27,000.00	6	\$ 27,000.00		\$ -	0%	\$ 27,000.00	100%
5 Lateral connections- PVC	EA	90	\$ 85.00	\$ 7,650.00	90	\$ 7,650.00		\$ -	0%	\$ 7,650.00	100%
6 Testing	LF	4,511	\$ 0.45	\$ 2,029.95	4,511	\$ 2,029.95		\$ -	0%	\$ 2,029.95	100%
7 Manhole vacume testing	EA	33	\$ 250.000	\$ 8,250.00		\$ -	33	\$ 8,250.00	100%	\$ 8,250.00	100%
9 4" DIP for spray distribution	LF	2,020	\$ 35.50	\$ 71,710.00	2,020	\$ 71,710.00		\$ -	0%	\$ 71,710.00	100%
10 4" bends	EA	4	\$ 400.00	\$ 1,600.00	4	\$ 1,600.00		\$ -	0%	\$ 1,600.00	100%
12 4"x2" blow-offs	EA	1	\$ 850.00	\$ 850.00	1	\$ 850.00		\$ -	0%	\$ 850.00	100%
13 testing	LF	2,020	\$ 0.85	\$ 1,717.00	2,020	\$ 1,717.00		\$ -	0%	\$ 1,717.00	100%
14 televising of gravity sewers	LF	4,511	\$ 0.89	\$ 4,014.79		\$ -	4,511	\$ 4,014.79	100%	\$ 4,014.79	100%
28 shop drawings by contractor	EA	1	\$ 500.00	\$ 500.00		\$ -	1	\$ 500.00	100%	\$ 500.00	100%
				\$ 379,724.70		\$ 366,959.91		\$ 12,764.79		\$ 379,724.70	100%
B. Sanitary Sewer- Carriage Homes North											
29 8" SDR 35	LF	2,496	\$ 25.36	\$ 63,298.56	2,496	\$ 63,298.56		\$ -	0%	\$ 63,298.56	100%
30 6"SDR 35	LF	1,890	\$ 26.80	\$ 50,652.00	1,890	\$ 50,652.00		\$ -	0%	\$ 50,652.00	100%
31 Manholes 48" (deep)	EA	9	\$ 3,500.00	\$ 31,500.00	9	\$ 31,500.00		\$ -	0%	\$ 31,500.00	100%
32 Manholes 60" (drop manholes)	EA	5	\$ 6,250.00	\$ 31,250.00	5	\$ 31,250.00		\$ -	0%	\$ 31,250.00	100%
33 Lateral connections- PVC	EA	50	\$ 85.00	\$ 4,250.00	50	\$ 4,250.00		\$ -	0%	\$ 4,250.00	100%
34 Testing	LF	2,496	\$ 0.45	\$ 1,123.20	2,496	\$ 1,123.20		\$ -	0%	\$ 1,123.20	100%
35 Manhole vacume testing	EA	14	\$ 250.00	\$ 3,500.00		\$ -	14	\$ 3,500.00	100%	\$ 3,500.00	100%
36 2.5" SDR 21 low pressure force main	LF	320	\$ 30.00	\$ 9,600.00	320	\$ 9,600.00		\$ -	0%	\$ 9,600.00	100%
37 FM lateral connections	EA	15	\$ 925.00	\$ 13,875.00	15	\$ 13,875.00		\$ -	0%	\$ 13,875.00	100%
38 Testing	LF	320	\$ 2.20	\$ 704.00		\$ -	320	\$ 704.00	100%	\$ 704.00	100%
39 low pressure force main manhole cleanout	EA	1	\$ 4,250.00	\$ 4,250.00	1	\$ 4,250.00		\$ -	0%	\$ 4,250.00	100%
40 plastic liner for MH#52	EA	1	\$ 1,280.00	\$ 1,280.00		\$ -	1	\$ 1,280.00	100%	\$ 1,280.00	100%
41 plastic liner for MH#s 51, 50 & 59A	EA	3	\$ 1,280.00	\$ 3,840.00		\$ -	3	\$ 3,840.00	100%	\$ 3,840.00	100%
42 televising of gravity sewers	LF	2,496	\$ 0.89	\$ 2,221.44			2,496	\$ 2,221.44	100%	\$ 2,221.44	100%
43 shop drawings by contractor	EA	1	\$ 500.00	\$ 500.00			1	\$ 500.00	100%	\$ 500.00	100%
44					\$ -		\$ -			\$ 221,844.20	100%
				\$ 221,844.20		\$ 209,798.76		\$ 12,045.44		\$ 221,844.20	100%

Item	Unit	Unit Quantity	Item Cost	Escrow Total	Previous		Current		Released	Total Rel (Incl Current)	
					Release	Amount	Release	Amount		Amount	%
C.				<i>Subtotal</i> \$ 601,568.90		\$ 576,758.67		\$ 24,810.23		\$ 601,568.90	100%
				Subtotal Construction Costs: \$ 601,568.90		\$ 576,758.67		\$ 24,810.23		\$ 601,568.90	
				Less 10% Retainage		\$ 57,675.87		\$ 2,481.02		\$ 60,156.89	
				Net Escrow Release:		\$ 519,082.80		\$ 22,329.21		\$ 541,412.01	
				10% Contingency \$ 60,156.89							
				2% Inflation: \$ 12,031.38							
				Total Escrow: \$ 673,757.17							

BY:

WEST VINCENT TOWNSHIP DATE

Remaining Escrow Balance: \$ 132,345.16 20%

BY:

TOWNSHIP ENGINEER DATE

SUBMITTED:

DEVELOPER

1-20-2021

DATE





May 7, 2021

File No. 15-11040T

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

Reference: Townes at Chester Springs
Performance Bond Reduction Request No. 3- **FINAL**

Dear Tony:

Gilmore & Associates, Inc. (G&A) is in receipt of Toll Brothers, Inc. April 21, 2021 correspondence requesting final escrow release for the above referenced project. G&A has performed a review of the site and confirm that all escrowed improvements have been satisfactorily completed

Therefore, we have no objection to a final release of escrow in the amount of **\$ 214,968.03** at this time.

Also enclosed is one (1) copy of the Escrow Status Report summary spreadsheet for this project for the Board's review and consideration. If you have any questions, please do not hesitate to contact me.

Sincerely,

David N. Leh

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

cc: Board of Supervisors
Justin Hunt – TBI (via e-mail only)
Michael Downs – TBI (via e-mail only)
Christopher Kopitsky – TBI (via e-mail only)

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

ESCROW STATUS REPORT

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

PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs)

PROJECT NUMBER: 15-11040T

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

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 941,603.95
TOWNSHIP SECURITY = \$ 94,160.40
CONSTRUCTION INSPECTION \$ 90,450.40

GRAND TOTAL ESCROWED = \$ 1,126,214.74

RELEASE NO.: 3
REQUEST DATE: April 21, 2021

TOTAL ESCROW REMAINING: \$ (0.00)
CONSTRUCTION COMPLETION:

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

ESCROW STATUS REPORT

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

PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs)

PROJECT NUMBER: 15-11040T

PROJECT SPONSOR: Toll PA XV, LP

MUNICIPALITY: Upper Uwchlan Township

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CONSTRUCTION ITEMS				UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	UNITS	QUANTITY	TOTAL AMOUNT	PERCENT
INFILTRATION BASIN #3													
1. Orange Construction Fence	LF	450	\$ 2.00	\$ 900.00	\$ -			450	\$ 900.00	\$ -		100%	
2. Infiltration Bed Install	LS	1	\$ 175,000.00	\$ 175,000.00	\$ -			1	\$ 175,000.00	\$ -		100%	
SUBTOTAL ITEM E				\$ 285,360.00	\$ -			\$ 285,360.00	\$ -			100%	
F. PAVING & CURBING													
1. Fine Grade	SY	2,985	\$ 1.17	\$ 3,492.45	\$ -			2,985	\$ 3,492.45	\$ -		100%	
2. 5" 2A Modified Aggregate	SY	2,985	\$ 5.75	\$ 17,163.75	\$ -			2,985	\$ 17,163.75	\$ -		100%	
3. 3" 19 mm Binder Course	SY	2,985	\$ 11.45	\$ 34,178.25	\$ -			2,985	\$ 34,178.25	\$ -		100%	
4. Clean & Tack	SY	2,985	\$ 0.50	\$ 1,492.50	\$ 2,985	\$ 1,492.50	\$ 1,492.50	2,985	\$ 1,492.50	\$ -		100%	
5. 1.5" 9.5 mm Wearing Course	SY	2,985	\$ 6.60	\$ 19,701.00	\$ 2,985	\$ 19,701.00	\$ 19,701.00	2,985	\$ 19,701.00	\$ -		100%	
6. Belgian Block	LF	1,880	\$ 16.40	\$ 30,832.00	\$ -			1,880	\$ 30,832.00	\$ -		100%	
7. Walking Trail	SY	380	\$ 40.00	\$ 15,200.00	380	\$ 15,200.00	\$ 15,200.00	380	\$ 15,200.00	\$ -		100%	
8. Concrete Sidewalk	SF	8,500	\$ 4.00	\$ 34,000.00	2,125	\$ 8,500.00	\$ 8,500.00	8,500	\$ 34,000.00	\$ -		100%	
9. Concrete Crosswalks	SF	685	\$ 20.00	\$ 13,700.00	685	\$ 13,700.00	\$ 13,700.00	685	\$ 13,700.00	\$ -		100%	
10. Concrete Curb	LF	230	\$ 25.00	\$ 5,750.00	\$ -			230	\$ 5,750.00	\$ -		100%	
SUBTOTAL ITEM F				\$ 175,509.95	\$ 58,593.50			\$ 175,509.95	\$ -			100%	
G. SURVEYING													
1. Construction Staking	LS	1	\$ 20,000.00	\$ 20,000.00	0.34	\$ 6,800.00	1.00	\$ 20,000.00	\$ -			100%	
2. Monumentation	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	\$ -			100%	
3. As-Builts	LS	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	\$ -			100%	
SUBTOTAL ITEM G				\$ 32,500.00	\$ 19,300.00			\$ 32,500.00	\$ -			100%	
H. LANDSCAPING													
1. Shade Trees - 2.5-3" Cal.	EA	44	\$ 325.00	\$ 14,300.00	37	\$ 12,025.00	44	\$ 14,300.00	\$ -			100%	
2. Evergreen Trees - 7-8' Ht	EA	19	\$ 200.00	\$ 3,800.00	19	\$ 3,800.00	19	\$ 3,800.00	\$ -			100%	
3. Evergreen Trees - 8-10' HT	EA	41	\$ 230.00	\$ 9,430.00	36	\$ 8,280.00	41	\$ 9,430.00	\$ -			100%	
4. Shrubs - 30-36" Ht	EA	186	\$ 45.00	\$ 8,370.00	162	\$ 7,290.00	186	\$ 8,370.00	\$ -			100%	
5. Benches	EA	4	\$ 300.00	\$ 1,200.00	4	\$ 1,200.00	4	\$ 1,200.00	\$ -			100%	
SUBTOTAL ITEM H				\$ 37,100.00	\$ 32,595.00			\$ 37,100.00	\$ -			100%	
I. MISCELLANEOUS													
1. Retaining Wall	SF	1,693	\$ 23.00	\$ 38,939.00	\$ -			1,693	\$ 38,939.00	\$ -		100%	
2. Fence on Wall	LF	270	\$ 12.00	\$ 3,240.00	\$ -			270	\$ 3,240.00	\$ -		100%	
3. Village Street Lights	EA	9	\$ 3,500.00	\$ 31,500.00	6	\$ 21,000.00	9	\$ 31,500.00	\$ -			100%	
4. Park Road Street Lights	EA	5	\$ 3,500.00	\$ 17,500.00	2	\$ 7,000.00	5	\$ 17,500.00	\$ -			100%	
5. ADA Ramp w/ Truncated Domes	EA	4	\$ 1,000.00	\$ 4,000.00	\$ -			4	\$ 4,000.00	\$ -		100%	
6. Signs	EA	14	\$ 200.00	\$ 2,800.00	1	\$ 200.00	14	\$ 2,800.00	\$ -			100%	
7. Pavement Markings	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00	\$ -			100%	
SUBTOTAL ITEM I				\$ 99,479.00	\$ 29,700.00			\$ 99,479.00	\$ -			100%	

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426	
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MUNICIPALITY:	Upper Uwchlan Township										



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 – Mowers

DATE: May 14, 2021

As authorized by the Board at the April Workshop, two mowers were placed for sale via Municipibid, an electronic auction, beginning May 3, 2021. The bid notice was duly advertised in the Daily Local News May 3, 2021 and the auctions closed May 14, 2021. These mowers were replaced per the schedule for number of hours used or number of years in service.

2008 Exmark LazerZ 60" mower

Post viewed: 875 times
Number of bids placed: 38
High bid: \$ 2,900
High bidder – Phoenixville PA

2013 Scag Cheetah 72" mower

Post viewed: 872 times
Number of bids placed: 30
High bid: \$ 3,300
High bidder – Pocopson PA

The Board is requested to accept the high bids of \$2,900 and \$3,300 as noted above and approve the sales to the high bidders.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors
Tony Scheivert, Township Manager

FROM: Shanna Lodge, Assistant Township Manager

SUBJECT: Park Facility and Field Use Policy Revisions

DATE: May 12, 2021

This Park Facility and Field Use Policy was adopted by the Board of Supervisors in 2017. The policy has been effective in the regulation of the use of the Township park facilities. Periodic revisions were expected and are now due.

Attached please find a revised version of the policy. Changes included in this revision include formatting and grammar corrections and adjustments made for clarity; changes based upon current operations, which include clarification regarding the online reservation system and the removal of all references to tournaments; and the following additions: pickleball and basketball were added to the facilities list, a restriction was added prohibiting use for private lessons; and terms for use in case of public health and safety concerns.

The Board first saw this revision at your March workshop. Subsequently, the draft was shared with the Park and Recreation Board, who had no comments or edits.

I respectfully request that the Board approve the Park Facility and Field Use Policy as revised.



Upper Uwchlan Township

Park Facility and Field Use Policy

I. Introduction

A. Purpose:

This policy, in conjunction with Chapter 127 of the Upper Uwchlan Township Code, serves to guide the use of Township park facilities, and to ensure fair, equitable, and open use of the facilities described.

- B. In accordance with the Upper Uwchlan Township Code §127-3, the Township shall have general custody of all parks.
- C. Upper Uwchlan Township reserves the right to amend, alter, or cancel this policy at any time.
- D. No part of this policy shall conflict with Township code or any applicable laws. In case of any conflict between this policy and the law, the law prevails.
- E. All use of Township parks and facilities is at the user's own risk.

II. Facilities and Availability

A. The following facilities may be reserved:

Location	Facilities Available	Size	Seasons*
Hickory Park 351 Park Road Downington, PA 19335	1. Baseball #1 2. Baseball #2 3. Baseball #3 4. Multi-purpose (Field #4) 5. Tennis/Pickleball #1 6. Tennis/Pickleball #2 7. Tennis/Pickleball #3 8. Sand Volleyball Court 9. Basketball Court #1 10. Basketball Court #2 11. Pavilion	60' Little League 60' Little League 90' Big League 60' Softball, Rugby	March 15 — November 15
Fellowship Fields 275 Fellowship Road Chester Springs, PA 19425	1. Multi-purpose Synthetic Turf (Field #1) 2. Multi-purpose Field #2 3. Multi-purpose Field #3 4. Multi-purpose Field #4	175' x 370' 175' x 370' 185' x 318' 185' x 318'	1. Year-Round 2-4. March 15 — November 15
Larkin's Field 131 Byers Road Chester Springs, PA 19425	1. Multi-purpose 1 2. Multi-purpose 2	165' x 300' 120' x 180'	March 15 — November 15

*Dates are approximate. Seasonal availability dependent upon weather and field conditions.

- B. At any point, fields may be available on a limited basis based upon maintenance and field conditions. Upper Uwchlan Township reserves the right to suspend field availability during periods of inclement weather, poor playing conditions due to damage (which would cause hazardous conditions) and opportunities for necessary field maintenance.
- C. Field and facility availability are subject to general park availability as outlined in the Upper Uwchlan Township Code, Chapter 127: Parks and Recreation.
- D. Use after dusk
 - 1. In accordance with §127-2(A), "No person or persons shall be allowed in a park or on a trail except between dawn and dusk unless a permit has been obtained from the Township."
 - 2. Confirmed reservations for use of the fields and field lights at Fellowship Fields after dusk shall constitute permission described in §127-2(A). This permission shall extend to the use of the reserved field(s) at Fellowship Fields only, and incidental use of the park for access to reserved fields (i.e., parking lots.)

III. Fee Schedule

- A. Priority will be given to users and user groups in the following order. Priority type will determine fees in accordance with the fee schedule.
 - 1. Programs and activities of Upper Uwchlan Township will receive priority use of all facilities.
 - 2. Township - based non-profit organizations
 - 3. Township residents for private use (proof of residency may be required.)
 - 4. Township - based for-profit organizations and businesses
 - 5. Non-resident groups as described in Type 2.
 - 6. Non-residents.
- B. The Park and Recreation fee schedule is established and periodically amended by Resolution of the Board of Supervisors.
- C. Maintenance Fees
 - 1. If use of the facility results in the need for custodial, maintenance, or grounds work outside of that which is generally expected, the user or user group will receive an itemized bill for maintenance fees along with their invoice.
- D. Lighting Fees
 - 1. Groups which utilize the fields after sunset will be billed at a rate specified in the Park and Recreation fee schedule.

IV. Availability Restrictions

- A. If multiple users or user groups request the same fields or types of fields for the same time slot, Township staff will make every effort to accommodate all users. Where such accommodation cannot be made, preference will be given based upon fee schedule priority type as defined in Section III.A.
- B. The Township reserves the right to designate groups as "primary users," granting these groups priority access or priority registration.
- C. Trading, selling, or giving away of reservations between or among users or user groups is prohibited.
- D. Park facilities must be surrendered to users with a reservation.
- E. Inclement Weather

1. The Township utilizes a flag system, as outlined in §127-6, to restrict facility usage.
2. "In the event of inclement weather, poor field conditions or other situations and circumstances, it is deemed that no play should be allowed on the fields lest damage be done to the grass surface. A "flag" system shall be instituted. Township personnel or Park and Recreation representatives shall hold responsibility to raise a "red colored" flag which shall mean no unauthorized field play shall be allowed. The "red colored" flag shall be conspicuously posted." (Upper Uwchlan Township Code, §127-6.)
3. Weather closures will be sent to registered users with reservations via email.
4. Cancellations due to weather or conditions will not result in a charge to the user.

F. The Township reserves the right to limit or prohibit use due to public health or safety concerns, including, but not limited to, epidemics and pandemics, threat of natural disaster, threat of terrorism, and social or political upheaval.

V. Reservation Procedures

- A. All reservations must be made through the designated online reservation system, www.upperuwchlan-parks.com.
- B. No reservations will be taken over phone, via email, or in person. Reservations are not guaranteed until permit is issued via email.
- C. Reservations are required for any organized group or league, whether for profit or non-profit. No private lessons wherein the student is charged may be conducted at Township parks.
- D. Reservations will be accepted on a first-come, first-served basis, subject to the limitations and requirements outlined in Sections II, III, and IV of this policy.
- E. Reservation confirmations will be sent via email through the online reservation system and shall constitute a permit as outlined in §127-4.
- F. In accordance with §127-4, reservations for facility use must be requested at least five days in advance of requested time slot.
- G. By using the online reservation system, the user or user group agrees to adhere to this policy, disclaimers issued via the online system, and any applicable sections of the Upper Uwchlan Township Code.

VI. Responsibilities of Users

- A. Observe all park rules and regulations as outlined in §127-2 of the Upper Uwchlan Township Code, as well as all posted signage.
- B. Exercise caution when driving through park parking lots, being especially watchful for children.
- C. Pay any incurred reservation or use fees promptly, including rental fees, fees for lighting, and any maintenance/damage fees incurred
- D. Conduct pre-game preparation of field, including lining, raking, etc. All groups must use nontoxic Sportsfield Whiting (CaCO₃) or sports lining paint. Spray paint should not be used on "skinned" areas such as base paths, home plate area.
- E. Use of fertilizers, drying agents or compounds on fields is not permitted. Any field work performed by leagues must be pre-approved by the Township.

- F. Clean up all trash in and around field and parking lot areas after use (including under bleachers) and place in appropriate trash receptacles or remove entirely from the park. Maintenance fees will be assessed if deemed necessary.
- G. Set and maintain appropriate expectations of behavior from participants, spectators, and league representatives. The designated league representative making the reservation will be responsible to communicate the terms of this policy and the Parks Rules. Leadership of user groups shall be responsible for ensuring all players, staff volunteers, and spectators, including those from visiting organizations, adhere to the guidelines in this policy.
- H. Park only in designated parking areas and prohibit driving of any vehicles except on park entrance drive. Stay off the grass. Vehicles improperly parked may be subject to towing.
- I. Be a good neighbor. Keep sound levels reasonable. No bullhorns, sound amplification, or lights (other than those provided by or approved by the Township) are allowed.
- J. Fields and facilities are rented "as is." Users are expected to leave all facilities in the same condition as they were found.
- K. Users are responsible for any damage done to the field.
- L. No sales are permitted on park property without the proper vendor permit and authorization. Contact the police department at 610-692-5100 for information on the needed permit or visit our website located at www.upperuwchlan-pa.gov. Sale of food/beverages will require additional clearances and certifications from the Chester County Department of Public Health.

M. Signs

- 1. All signs must be approved through the Township sign permit process.
- 2. Hanging signs and banners of any type on Township infrastructure over the height of 4 feet is strictly prohibited.
- 3. Banner-style signage may be affixed to fences.
- 4. No more than one sign is permitted per section of fence (post to post).
- 5. To protect fencing from wind damage, vinyl signs may not exceed 12 square feet. Mesh signs may not exceed 15 square feet.
- 6. User groups must maintain signs throughout the athletic season. Signs that are in disrepair will be removed by Township staff.
- 7. Signs must be removed at the end of a user group's athletic season.
- 8. Nothing may be permanently affixed to Township property.

N. Storage

- 1. No storage of equipment at Township parks is allowed without the express permission of the Township.
- 2. Storage location and availability must be coordinated with Township staff.
- 3. User groups must supply the Township with a key for any lock used to secure equipment.

O. Additional Requirements

- 1. The Township reserves the right to request documentation from users or user groups or establish additional responsibilities not specified in this policy.

VII. Certificates of Insurance

- A. All organizations and leagues shall secure and maintain, at no expense to Upper Uwchlan Township, a comprehensive general liability insurance policy. Policies shall:

1. Provide for Upper Uwchlan Township, its officials, agents, and employees as identified, named as an additional insured;
2. Provide liability limits with per occurrence and aggregate limits of not less than \$1,000,000.

- B. The organization or league representative shall, at the time of reservation request submittal, file with Upper Uwchlan Township certificate(s) of insurance showing insurance coverage in force prior to start of field usage or activities.
- C. The policy shall be endorsed to require 30 days' written notice of cancellation to Upper Uwchlan Township.

VIII. Responsibilities of Upper Uwchlan Township

- A. In accordance with §127-3, "The Township shall have general custody of all parks. The Township Park and Recreation [Board] and Township Manager shall coordinate the maintenance, repair and replacement of property and equipment and shall ensure that the facilities are kept in a clean, sanitary condition."
- B. Township staff designated by the Township Manager shall review (and approve, deny, or amend) all field scheduling requests.
- C. The Township shall perform the following functions:
 1. Basic field maintenance, such as mowing, watering, and fence repair.
 2. Turf management, to include watering, mowing, aeration, and fertilization.
 3. Coordination of special maintenance and facility use needs.
 4. Emptying of trash receptacles.
- D. In the enforcement of this policy, Township officials, staff, and volunteers shall prioritize the health, safety, and welfare of park users.

IX. Violations

Any user or user group who is found to be in violation of this policy may be indefinitely barred from future use of Township facilities. Persons who violate or permit a violation of Chapter 127 of the Upper Uwchlan Township Code may be subject to the penalties put forth in that chapter (§127-7).

X. Contact information

- A. Questions regarding this policy shall be directed to the Township Manager.
- B. Office Hours – Monday through Friday, 8 am – 5 pm
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425
610-458-9400
www.upperuwchlan-pa.gov

XI. Upper Uwchlan Township Code §127 – Incorporated by Reference

UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CABLE
FRANCHISE RENEWAL AGREEMENT BETWEEN THE
TOWNSHIP AND VERIZON PENNSYLVANIA LLC.

EXHIBIT LIST

Hearing Date: Monday, May 17, 2021, at 7:00 p.m.

- B-1 Proof of publication in the *Daily Local News* on May 3, 2021
- B-2 Email dated April 20, 2021 from Debra Benevides to the Chester County Law Library and the *Daily Local News* providing the proposed amendment for public inspection.

Pennsylvania Public Notices

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Monday, May 03, 2021

LEGAL NOTICES

NOTICE IS GIVEN that the Board of Supervisors of Upper Uwchlan Township will conduct a public hearing as part of their regularly scheduled public meeting on May 17, 2021 which commences at 7:00 p.m. In an effort to minimize public exposure to COVID-19, the meeting will be conducted via webinar. No attendance in-person will be allowed. 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. If you require special accommodation, please call the Township office at 610-458-9400. The public hearing is for the Board to consider and possibly adopt an Ordinance with the following title and summary: AN ORDINANCE AUTHORIZING EXECUTION OF A CABLE FRANCHISE RENEWAL AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC. The Ordinance authorizes the Township to enter a five year franchise agreement with Verizon to provide cable services within the Township. The franchise agreement includes definitions, the grant of authority to use the public right of way for the cable facilities, technical requirements for Verizon to adhere to, customer service requirements, payment of franchise fees to the Township for the use of the public right of way, reporting and record keeping requirements, insurance and indemnification language and renewal, enforcement and termination clauses. The complete verbatim text of the proposed Ordinance is available on the Township's website www.upperuwchlan-pa.gov or by calling the Township's administrative offices during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. The Ordinance is also on file at the Daily Local News by calling (215) 648-1066, and at the Chester County Law Library, located at the Chester County Justice Center, Suite 2400, 201 W. Market Street, West Chester, Pennsylvania. Upper Uwchlan Township Tony Scheivert, Township Manager DLN 5/3; 1a

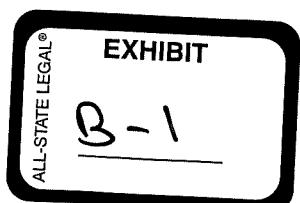
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Debra Benevides

From: Debra Benevides
Sent: Tuesday, April 20, 2021 12:51 PM
To: Daily Local Legals; Law Library
Cc: Kristin Camp; Gwen Jonik; Tony Scheivert
Subject: Upper Uwchlan Township - Verizon Ordinance and Agreement.pdf NOT FOR ADVERTISEMENT
Attachments: Upper Uwchlan Verizon Cable Franchise Renewal Ordinance.pdf

Hello,

Please find attached proposed ordinance for Upper Uwchlan Township, Verizon Franchise Renewal, to be made available for public inspection prior to its adoption by the Board of Supervisors. Please confirm receipt of this email, and that the attached ordinance has been placed on file.



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UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA
ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CABLE
FRANCHISE RENEWAL AGREEMENT BETWEEN THE TOWNSHIP
AND VERIZON PENNSYLVANIA LLC**

WHEREAS, Verizon Pennsylvania LLC (the "Franchisee") is a "cable operator" and the Township is a "local franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of July 10, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years with an automatic renewal term of five (5) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee's Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT ENACTED AND ORDAINED that the Upper Uwchlan Township Board of Supervisors does hereby approve and authorize the execution of the Cable Franchise Renewal Agreement which is attached hereto as Exhibit "A".

ENACTED AND ORDAINED this _____ day of _____, 2021.

ATTEST:

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Gwen A. Jonik, Secretary

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

CABLE FRANCHISE RENEWAL AGREEMENT
BETWEEN
TOWNSHIP OF UPPER UWCHLAN
AND
VERIZON PENNSYLVANIA LLC

TOWNSHIP OF UPPER UWCHLAN

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into on this _____, 2021 (the "Effective Date" as set forth in Section 2.3) by and between the TOWNSHIP OF UPPER UWCHLAN, Chester County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the "Township"), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" and the Township is a "local franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of July 10, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of ten (10) years with an automatic renewal term of five (5) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee's Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township's grant of a renewal franchise to the Franchisee, the Franchisee's promise to continue to provide Cable Service to residents of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of video programming as directed by Township.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.4 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: “the one-way transmission to subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.”

1.5 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [Title II of this Act], except that such facility shall be considered a cable system (other than for purposes of section 621(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system.” The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.6 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states “a portion

of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation)."

1.7 *Communications Act*: The Communications Act of 1934, as amended.

1.8 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee's Cable System or cable operations.

1.9 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee's affairs.

1.10 *Customer Service Standards*: The standards for customer service as set forth in Exhibit B.

1.11 *Educational Access Channel*: An Access Channel available for the use of the local schools in the Township.

1.12 *EG*: Educational or Governmental.

1.13 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.14 *Fiber to the Premise Telecommunications Network* ("FTTP Network"): The Franchisee's network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.15 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.16 *Franchisee*: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

1.17 *Government Access Channel*: An Access Channel available for the use of the Township for governmental purposes.

1.18 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;
- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.18.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;
- (18) regional sports programming fees;
- (19) late payment fees;

- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with Section 1.18.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.18(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to the Township from Ad "A" is 10% of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is 20% of the Franchisee's revenue.

Gross Revenue shall not include:

1.18.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.18.2 Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.18.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.18.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber

fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.18.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.18.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;

1.18.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.18.10 Program launch fees;

1.18.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.18.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.19 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

1.20 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.21 *Non-Cable Services*: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-

view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.23 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.24 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.25 *Service Area*: All portions of the Township where Cable Service is being offered.

1.26 *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.27 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.28 *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.29 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future, which states "the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.30 *Title II*: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.31 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

1.32 *Township*: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.33 *Transfer of the Franchise*:

1.33.1 Any transaction in which:

1.33.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.33.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.33.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.33.2 However, notwithstanding subsections 1.33.1.1, 1.33.1.2, and 1.33.1.3, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.34 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states programming provided by, or generally considered comparable to programming provided by a television broadcast station.

1.35 *Video Service Provider or VSP*: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, Video Programming services or internet-protocol based services within the territorial boundaries of the Township.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

2.2 *Township's Regulatory Authority*: The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing

Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on _____, 2021 (the “Effective Date”). The term of this Franchise shall be five (5) years from the Effective Date until _____ unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

2.4 *Termination Generally:* If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon twelve (12) months’ written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements/Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township’s receipt of Franchisee’s written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee’s notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee’s FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Township on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are in conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way;

provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Subject to Section 3.1.1, above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred in excess of two hundred (200) feet for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the

provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the Township pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.3.1 Each current municipal building, fire station, and public library as may be designated by the Township in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. SYSTEM FACILITIES

4.1 *Technical Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with an initial digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2.3 The Cable System must conform to all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, and shall comply with all technical standards of the following:

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

4.3 *Interconnection*: The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference*: The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power*: The System shall incorporate equipment capable of providing standby powering of the System.

4.6 *Emergency Alert System*: The Franchisee shall comply with the applicable requirements of the FCC with respect to the operation of an Emergency Alert System (“EAS”) requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. EG SERVICES

5.1 *EG Set Aside; Interconnection*:

5.1.1 In order to ensure universal availability of Educational and Government Access programming, Franchisee shall reserve on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The Township will comply with all laws and regulations related to use of the EG Channels. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity, in its sole discretion, during the Term of this Franchise until such time as the Township begins using the EG Channel pursuant to Section 5.1.2 for educational and/or governmental purposes and/or if the Township ceases to use the Access Channel(s) during the term of this Agreement.

5.1.2 The Township reserves the right to obtain from the Franchisee, upon one hundred and twenty (120) days written notice, one EG Channel for exclusive use by the Township. Such notification shall constitute authorization to the Franchisee to transmit such programming within and without the Township. The Franchisee shall assign the EG Channel number to the extent such channel number assignments do not interfere with the Franchisee’s existing or planned channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make such assignments in its sole discretion.

The EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channel and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use EG capacity, the Township shall provide the Franchisee with ninety (90) days' prior written notice of such request.

5.1.3 The Township shall comply with the law regarding the non-commercial use of EG Channels.

5.2 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation points and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.2.1 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than twelve (12) months after written notice by the Township to activate an EG channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Township where EG Access programming is originated for the purpose of cablecasting EG programming; provided, however, that the Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG programming.

5.3 *Indemnity for EG:* The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG

programming facility, not including the actual FTTP Network, or Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.3.1 Recovery of Costs: The Franchisee shall be allowed to recover any costs arising from the provision of EG services as set forth in 47 U.S.C. § 622, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6. FRANCHISE FEES

6.1 Payment to the Township: The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the percentage of the Franchisee's Franchise Fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 Supporting Information: Each Franchise Fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 Limitation on Franchise Fee Actions: The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the Franchise Fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars (\$3,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula *e.g.* payment based on an underpayment of fees, if any.

6.5 *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or

orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit B. Such Requirements may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records:* Upon thirty (30) days' written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Franchisee's regular business hours as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. The books and records to be made available for inspection by the Township shall be made available for inspection at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide an explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required:* The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was

required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. INSURANCE AND INDEMNIFICATION

9.1 *Insurance:*

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice of cancellation from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of such cancellation.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or (b) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, the Township's breach of obligation under the Franchise, or negligence of the Township, or its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.33 above.

11. RENEWAL OF FRANCHISE

The Township and the Franchisee agree that any proceedings undertaken by the Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 *Notice of Non-Compliance:* If at any time the Township believes that the Franchisee has not complied with the terms of the Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time period set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in this Section 12.3 (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once the Township has ceased to assess its liquidated damages remedy as set forth in Section 12.3.2, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.2, the following monetary damages shall apply:

For failure to provide Cable Service as set forth
in Sections 3.1-3.3.....\$150/day for each day the violation
continues;

For failure to maintain the FCC technical standards as set forth in Section 4	\$150/day for each day the violation continues;
For failure to provide EG Services to the community specified in Section 5.1	\$150/day for each day the violation continues;
For failure to comply with Franchise Fee audit requirements as set forth in Section 6.4.....	\$150/day for each day the violation continues;
For failure to provide the Township with any reports or records required by the Agreement within the time period required.....	\$150/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B	\$450 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Section 10.1.1.....	\$150/day for each day the violation continues; and
For a Transfer specified in Section 11 without required approval.....	\$150/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this section shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the

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Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement at a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements, the Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke the Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties*: In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns.

13.3 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.3.1 *Good Faith Error*: The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the

Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.4 *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.5.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

With a copy to:

Verizon Legal Department
140 West Street, 6th Floor
New York NY 10007
Attention: Monica Azare, Vice President and Deputy General Counsel

13.5.2 Notices to the Township shall be mailed to:

Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425
Attention: Township Manager

With a copy to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

13.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7 *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.9 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

13.12 *Publishing Information:* The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

13.13 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

13.14 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the

matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.16 *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[SIGNATURE PAGE FOLLOWS]

TOWNSHIP OF UPPER UWCHLAN

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: President, Verizon Pennsylvania LLC

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

None listed in prior Franchise Agreement.

EXHIBIT B

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

SECTION 1: DEFINITIONS

- A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.
- B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.
- C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly

recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to the Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Franchisee may provide all notices identified in this Section electronically or on-screen.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

TOWNSHIP OF UPPER UWCHLAN

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history

information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the Township a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides,

installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.