



BOARD OF SUPERVISORS  
WORKSHOP

AGENDA

**February 8, 2022**  
4:00 p.m.

**LOCATION:** This meeting will be held **virtually only**. Any member of the public interested in participating in the meeting should email the Township at [tscheivert@upperuwchlan-pa.gov](mailto: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.

	Packet Page #
I. Call to Order	
A. Salute to the Flag	
B. Moment of Silence	
C. Inquire if any Attendee plans to audio or video record the Workshop	
II. Michele Gunther – Termination of Declaration documents – Introduction	2
III. Byers Station Parcel 5C Lot 2B Commercial – Concept Plan Introduction	12
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IV. Hickory Park Improvements – Construction Documents Proposal	
V. August 2022 – July 2025 Trash / Recycling Contract Discussion	--
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VI. Draft Employee Handbook Discussion	28
VII. Draft Social Media Policy	30
VIII. Draft Upland Farms Barn Use Regulations	
IX. Serious Crash Assistance Team (SCAT) Discussion	
X. Open Session	
XI. Adjournment	

ALYSON J. FRITZGES  
[alysonf@rrhc.com](mailto:alysonf@rrhc.com)  
extension 234



January 12, 2022

Tony Scheivert, Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425  
[tscheivert@upperuwchlan-pa.gov](mailto:tscheivert@upperuwchlan-pa.gov)

**Re: Michele Gunther/500 Fellowship Road  
Zoning Hearing Board Application**

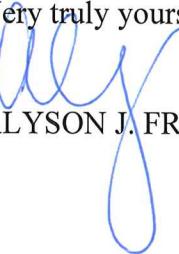
Dear Mr. Scheivert:

Our office represents Michele Gunther in connection with the properties located at 500 Fellowship Road and 641 Red Bone Road further identified as UPI Nos. 32-2-13.6 and 32-2-13.5 (the "Properties"). 500 Fellowship Road is improved with a single family home and 641 Red Bone Road is improved with a barn and related improvements.

The enclosed Declaration dated March 22, 2007 joined the Properties together. Our client has obtained variance relief that would allow the properties to be separated. In order to complete this separation, we need the approval of the Township who is a third party beneficiary to the Declaration.

Enclosed is a Termination of Declaration that has been reviewed and approved by Kristin Camp, Esq. If possible, we respectfully request that the Termination be considered by the Board of Supervisors at its upcoming meeting on January 18, 2022.

Thank you for your assistance regarding this matter. Please contact me with any questions or concerns.

Very truly yours,  
  
ALYSON J. FRITZGES

AJF/kw  
Enclosures

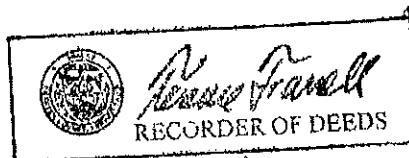
cc: Gwen Jonik, Township Secretary (via email)  
Kristin Camp, Esq. (via email)  
Alyson Zarro, Esq. (via email)  
Chase Gunther (via email)

[rrhc.com](http://rrhc.com)

PO Box 1265 717 Constitution Drive, Suite 201 Exton, PA 19341 P. 610-458-4400 F. 610-458-4441

MSC  
4/2  
2 UPS

Prepared by:  
John E. Good, Esquire  
331 West Miner Street  
West Chester, PA 19382



Return to:  
John E. Good, Esquire  
331 West Miner Street  
West Chester, PA 19382

RETURN TO

Return to :  
Manito Abstract Company, Inc.  
Accommodation recording

/ UPI #32-2-13.5 and #32-2-13.6 /

copy

DECLARATION

Unofficial

This Document Recorded  
06/28/2007  
11:43AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10765956  
Receipt #: 361794  
Rec Fee: 28.50



MANITO / WINDSOR

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B-7196 P-705

# DECLARATION

THIS DECLARATION made by **CHARLES GUNTHER** and **MICHELE GUNTHER**, hereinafter called "Declarants".

## BACKGROUND:

Declarants purchased two parcels of land situate side by side, in the Township of Upper Uwchlan, Chester County, Pennsylvania, being known as Tax Map Parcel 32-2-13.6 more fully described in Book 5122, page 436 and Tax Map Parcel 32-2-13.5 more fully described in Book 4294, page 0068 recorded in the Office of the Recorder of Deeds of Chester County (the "Premises"). It is the desire of the Declarants to join said parcels as a singular lot and to memorialize their intention and agreement to so join the Premises by this DECLARATION.

## TERMS:

**NOW, THEREFORE**, intending to be legally bound hereby, Declarants do hereby declare that Chester County Tax Map Parcel 32-2-13.6 more fully described in Book 5122, page 436 and Chester County Tax Map Parcel 32-2-13.5 more fully described in Book 4294, page 0068, shall hereafter be joined as a single parcel. Any subdivision or land development activities shall hereafter treat the aforesaid two parcels as a singular lot and neither parcel shall be sold or conveyed or leased one from the other excepting pursuant to applicable zoning and subdivision regulations of all governmental bodies having jurisdiction.

It is recognized by Declarants that the parcels may continue to receive separate tax treatment by being assigned separate tax parcels, however, Declarants recognize if such is the case, such identification is solely for the convenience of the Tax Assessor's Office, over which Declarants have no control, and such treatment shall in no way be deemed to be a subdivision of the Premises.

The provisions of this Declaration shall be enforceable by Upper Uwchlan Township which shall be a third party beneficiary of the restrictions set forth herein.

IN WITNESS WHEREOF, Declarants have hereunto set their hands



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06/26/2007 11:43A  
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and seals this 22d day of March, 2007.

Charles G  
CHARLES GUNTHER

Michele G  
MICHELE GUNTHER

unofficial



MANITO / WINDSOR

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10765956  
Page 3 of 4  
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COMMONWEALTH OF PENNSYLVANIA

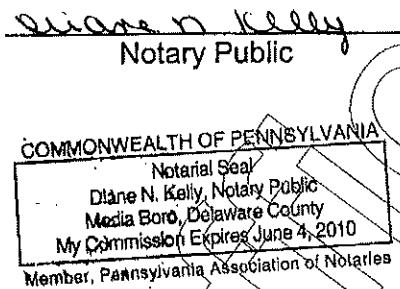
SS

COUNTY OF CHESTER

On this 22<sup>nd</sup> day of March  
before me, the undersigned officer, personally appeared CHARLES  
GUNTHER and MICHELE GUNTHER known to me (or satisfactorily proven) to  
be the persons whose name are subscribed to the within instrument and  
acknowledged that they executed the same for the purposes therein contained.

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

SWORN TO AND SUBSCRIBED  
before me this 22<sup>nd</sup> day  
of March , 2007.



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

UPI No. 32-2-13.5 and 32-2-13.6

**TERMINATION OF DECLARATION**

This **TERMINATION OF DECLARATION** is made \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **MICHELE GUNTHER** having an address of 217 Pottstown Pike, Chester Springs, Pennsylvania 19425.

**WITNESSETH:**

WHEREAS, Charles Gunther and Michele Gunther entered into a Declaration dated March 22, 2007 and recorded in the Office of the Chester County Recorder of Deeds on June 26, 2007 in Deed Book 7196, Page 705 (the "Declaration"); and

WHEREAS, the Declaration joined together as one single parcel Tax Parcel Nos. 32-2-13.6 and 32-2-13.5 located in Upper Uwchlan Township, Chester County, Pennsylvania, (the "Properties"); and

WHEREAS, Charles Gunther and Michele Gunther deeded Tax Parcel No. 32-2-13.5 to Michele Gunther by Deed dated April 13, 2015 and recorded in the Office of the Chester County Recorder of Deeds on June 4, 2015 in Deed Book 9118, Page 46; and

WHEREAS, Charles Gunther A/K/A Fred Gunther and Michele Gunther deeded Tax Parcel No. 32-2-13.6 to Michele Gunther (the "Declarant") by Deed dated April 13, 2015 and recorded in the Office of the Chester County of Deeds on June 8, 2015 in Deed Book 9120, Page 1348; and

WHEREAS, Upper Uwchlan Township, Chester County, Pennsylvania (the "Township") is a third party beneficiary to the Declaration; and

WHEREAS, Tax Parcel No. 32-2-13.5 is improved with a single-family detached dwelling and related improvements; and

WHEREAS, Tax Parcel No. 32-2-13.6 is improved with a 22,589 sq. ft. barn and related improvements; and

WHEREAS, Declarant has been attempting to sell the Properties jointly for over a year with no success, although there has been interest in each of the Properties separately; and

WHEREAS, in order for Declarant to sell the Properties separately she must: (1) obtain zoning relief from the Upper Uwchlan Township Zoning Hearing Board, and (2) secure approval from the Township to terminate the Declaration; and

WHEREAS, on December 8, 2021 the Upper Uwchlan Township Zoning Hearing Board granted the following zoning relief to allow the Properties to be sold separately: (1) variance from Section 200-67.A(2) to allow for an agricultural use (the barn) on 9.558 acres where a 10 acre minimum is required, and (2) variances from Sections 200-67.A(3) and 200-68.B(3) to permit the barn to maintain its existing 19.7 foot setback where a 100 foot setback is required; and

WHEREAS, Declarant has requested and Township has agreed to terminate the Declaration.

NOW, THEREFORE, intending to be legally bound hereby, the Declarant and Township state the following:

1. The Declarant hereby rescinds the Declaration and declares it to be null and void and of no force and effect on the Property, and the Property shall be hereafter held at all times free and clear of the Declaration.

2. The Township hereby agrees to the termination of the Declaration and declares it to be null and void and of no force and effect on the Property, and the Property shall be hereafter held at all times free and clear of the Declaration.

3. This Termination of Declaration shall bind the signatories below and their respective heirs, administrators, executors, successors and assigns.

4. This Termination of Declaration shall be recorded in the Office of the Chester County Recorder of Deeds.

SIGNATURES ON FOLLOWING PAGE

**IN WITNESS WHEREOF**, Michele Gunther, Declarant, hereby sets her hand and seal as of the date set forth above.

MICHELE GUNTHER

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022:

Attest:

TOWNSHIP OF UPPER UWCHLAN

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA      )  
    )      ss.  
COUNTY OF CHESTER                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, personally appeared Michele Gunther, who acknowledged herself to be the owner of Tax Parcel Nos. 32-2-13.6 and 32-2-13.5 and as such she did sign the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

---

Notary Public

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA      )  
    )  
COUNTY OF CHESTER                      )      ss.

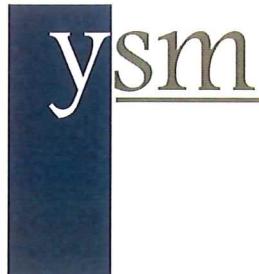
On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the above County and State, personally appeared \_\_\_\_\_ who acknowledged him/herself to be the \_\_\_\_\_ of the Upper Uwchlan Township Board of Supervisors and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

---

Notary Public





November 1, 2021

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

RE: Hickory Park – Park Improvement Construction Documents  
Project No.: 21UUT-02

Dear Tony:

YSM Landscape Architects (YSM) appreciates the opportunity to continue work with the Upper Uwchlan Township to implement the Hickory Park Concept Plan. The Concept Plan's initial goal was to incorporate a cricket field into the existing park while also improving parking and adding several other recreation facilities. This proposal provides professional design and engineer services to develop construction documents and provide bidding and construction phase services for the implementation of the Concept Plan.

YSM has assembled a qualified team of professionals to complete the project. YSM, a firm that specializes in park and recreation design and development, has teamed with the municipal engineer, Gilmore & Associates, Inc. (Gilmore) to provide topographic and boundary line survey; civil engineering for stormwater management, erosion and sedimentation control planning, and NPDES permitting; and geotechnical services. We have also teamed with Schiller and Hersh Associates, Inc. (SHA) of Blue Bell, PA to provide electrical engineering for sports and facility lighting, electrical distribution, and electric service upgrades.

### Statement of Project Understanding

This project is to design and develop construction documents for park improvements illustrated in the Concept Plan completed October 2021. Park improvements will add desired recreation facilities and improve function, safety, and the visitors experience. Proposed improvements include the following:

- Cricket field
- T-Ball field
- Basketball court
- Two sand volleyball courts
- Pedestrian midway
- Three small pavilions
- Trail extension and links
- Parking area modifications, expansion (two bays totaling 48 spaces), and lighting
- ADA viewing and facility access routes
- Entrance enhancements
- Court lighting for basketball, tennis, and volleyball courts

The YSM team will design and develop engineered construction documents for all facilities outlined above. Probable construction cost opinions will be prepared for the improvements at approximately 60-percent and 90-percent complete. Stormwater management, parking, and other improvements will be

developed to align with Upper Uwchlan Township ordinances. Bidding services to publicly bid the project via PennBid and construction phase services are also included.

Our approach to this project is influenced by several factors, including our experience on comparable park and recreation planning projects, our work on the concept plan for Hickory Park, our visits to the park site, and discussions with you. The YSM Team's proposed scope of services represents a comprehensive approach to park planning, design, and engineering.

Below is our scope for survey, landscape architectural and engineering services for Hickory Park – Park Improvement project. YSM will meet with representatives of Upper Uwchlan Township to coordinate and target municipal goals and objectives during the design and engineering process.

## **Scope of Services**

### **A. Aerial, Topographic, and Boundary Survey**

*Gilmore will:*

1. Engage an aerial photography company to obtain aerial photography of Hickory Park.
2. Utilize the aerial photography to generate an existing features base plan for the site.
3. Complete a boundary survey for the entire Hickory Park property and add this information to the base plan.
4. Complete one (1) day of field survey to locate additional topographic data.
5. Survey shall include:
  - a. Existing buildings and permanent structures on the project area.
  - b. Extent of paved surface on the project area.
  - c. Locate trees over five inches in diameter in area of park with existing or proposed development. Trees will not be located in the woodlands.
  - d. Existing visible utility structures on, or immediately adjacent to the project area, including, but not limited to sanitary sewer manholes and lines, storm sewer inlets and lines, natural gas valves, water meters, pits and valves, fire hydrants, exterior fire suppression connections, electrical power and communication meters, and poles.
6. Contact the PA One-call utility to request existing, known, underground utilities within the project area be marked, and/or obtain any additional plans of record for known underground utility installations in the project area.
7. Prepare and provide a topographic map with a 1-foot contour interval and spot elevations showing the existing conditions in digital format compatible with AutoCAD.

### **B. Construction Documents**

*YSM will:*

1. Utilize the boundary and topographic survey, provided in A above, as the basis of the facility layout.
2. Design the park improvements based on the Hickory Park Concept Plan.
  - a. Locate and design the park improvements, adjusting as appropriate based on the topographic and existing conditions survey.

- b. Develop a detailed sketch of the pedestrian midway with gathering areas and amenities.
  - c. Develop detailed sketch of gathering area at basketball court.
  - d. Meet with Upper Uwchlan Township to review the park improvement layout and detailed sketches.
3. Develop construction drawings to include:
  - a. Existing Features/Demolition Plan: Indicating existing features to be removed, relocated, and features/areas to be preserved and protected.
  - b. Layout Plan: Locating the proposed facilities for stakeout in the field and layout notes. Layout will consider the requirements of the Americans with Disabilities Act and park function.
  - c. Grading Plan: Indicating the proposed final grades, general construction notes, and detail flagging.
  - d. Planting Plan: Planting will be designed to aesthetically enhance the proposed park improvement areas, provide shade, and buffer adjacent property, as appropriate. The Planting Plan will indicate the planting design and include the plant list and planting details.
  - e. Stormwater Management Plans and Soil Erosion and Sedimentation Control Plans: Indicating stormwater and erosion control measures and construction sequence. Stormwater and Erosion and Sedimentation Control Plan design, processing and approval is further detailed in C. below.
  - f. Detail Sheet(s): Illustrating the construction and installation details for the proposed facilities.
  - g. Electrical Plans: Indicating lighting and electric improvements, further detailed in E. below.
4. Develop detailed designs for the following:
  - a. Court and field layouts.
  - b. Pedestrian midway pavement and amenities.
  - c. Spectator and team areas at courts and fields.
  - d. Pavilions and associated concrete pads.
  - e. Park accessories (benches, trash receptacles, bike racks, etc.).
  - f. Entry sign.
5. Coordinate grading, stormwater management, and erosion control with Gilmore Associates.
6. Coordinate lighting, electrical distribution, and lighting standard locations with SHA.
7. Develop a project schedule to identify permits, review timelines, and anticipated bidding schedule.
8. Complete cost estimates of anticipated development costs at 60-percent complete and 90-percent complete construction documents.
9. Provide administration of the project with the client, including attending up to three meetings with Township representative(s). Review meetings will be scheduled to kick off the project, and to review the approximately 60-percent complete and 90-percent complete construction documents.
10. Define alternate bid items with client at the 90-percent meeting and complete drawings to clearly communicate alternate bid items as part of the construction documents.

### **C. Stormwater Management and Erosion and Sedimentation Control Plans and Permitting**

*Gilmore will:*

1. Research pertinent ordinances, codes, and laws relative to project development and approvals.
2. Coordinate and schedule a Pre- Application (NPDES) Meeting with the Regional PADEP representative.
3. Prepare a Post Construction Stormwater Management plan in accordance with the applicable municipal ordinances as well as the PA Department of Environmental Protection (DEP) policies and regulations.
4. Prepare an Erosion and Sedimentation Control Plan and narrative for review by the Chester County Conservation District.
5. Prepare a Post Construction Stormwater Management narrative with required modules, charts, and worksheets.
6. Complete a PNDI Search.
7. Complete all required soils infiltration testing.
8. Submit the E&S and NPDES permit applications and required supporting documentation to the Chester County Conservation District for review.

### **D. Geotechnical Services**

*Gilmore will:*

1. Undertake geotechnical investigation for the proposed light foundation locations. One (1) day / 6 borings assumed.
2. Prepare a report based on geotechnical investigation and soil suitability for light foundations.
3. Coordinate and secure laboratory testing and reporting.

#### **D.1. Geotechnical Services (Unit Price)**

*Gilmore will:*

1. Additional soil borings as necessary for light standards. Each additional  $\frac{1}{2}$  day/3 borings assumed.

### **E. Electrical Engineering**

*Electric Engineering Scope of Services to include the following:*

- *Basketball court lighting for two existing and one new court with associated coin/fob/code operation system for players to turn on lights.*
- *Tennis court lighting for three existing tennis courts with associate coin/fob/code operation system for players to turn on lights.*
- *Sand volleyball court lights for two new sand volleyball courts with associated coin/fob/code operation system for players to turn on lights.*
- *Electric outlets in the three new picnic pavilions on the south side of the pedestrian midway.*

- *Site lights in the two new parking areas, including controls.*

*SHA will:*

1. Complete a field survey of existing conditions relative to lighting and electric.
2. Design new electric service to support the proposed sports lighting system, including service and meter applications to PECO. Assume a new 3-phase service will be required.
3. Coordinate with Upper Uwchlan Township regarding preferred illumination levels and operating systems for sports lighting.
4. Work with Musco lighting to develop illuminated areas for the basketball, tennis, and volleyball courts.
5. Design new power and controls for the sports lighting systems.
6. Provide point-by-point computerized lighting calculations for the proposed new site lighting for the new parking areas. Work to match the existing parking lot site lighting fixtures.
7. Coordinate with Gilmore regarding geotechnical soils report and borings. Musco will also perform wind loading calculations for the sports lighting poles.
8. Design new power to receptacles for the three new picnic pavilions.
9. Hold two virtual design meetings with Upper Uwchlan Township and/or design team.
10. Prepare a cost estimate for the electrical work, incorporating Musco's budget estimate for their equipment.
11. Provide electrical drawings and Musco lighting design for project coordination and review at 60-percent complete.
12. Provide final electrical drawings and specifications for bidding.

## **F. Bidding Services**

*YSM will:*

1. Prepare a bidding package to include boiler plate/bidding specifications and technical specifications. It is anticipated that two contracts will be developed: site improvement contract and electric contract.
2. Send for the Pennsylvania wage rates that apply to the project.
3. Coordinate the Invitation to Bid, bonds, insurance requirements, and Supplementary Conditions at a meeting with Upper Uwchlan Township representatives.
4. Coordinate with and upload the bid information to PennBid.
5. Respond to questions submitted by prospective bidders through PennBid.
6. Schedule and conduct a pre-bid conference for interested contractors. Provide meeting minutes to all attendees.
7. Prepare and upload addendum (as necessary) onto the PennBid website.
8. Review the bids received by PennBid for the Township for completeness and required bonds. Check references of the lowest responsible bidders and document findings. Provide written recommendation to Upper Uwchlan Township regarding the bidding results.

9. Update PennBid with the bid award information.

## **G. Construction Administration (T&E)**

*YSM will:*

1. Complete the Notices of Award, Agreements, and Notices to Proceed for execution by Upper Uwchlan Township.
2. Schedule and conduct a pre-construction meeting with the successful contractors. Review submission requirements. Provide meeting minutes to all attendees.
3. Review shop drawings, samples, tests, and submittals required by the contract documents.
4. Review change order requests submitted by the Contractor, make recommendations to Upper Uwchlan Township, and process the change orders.
5. Review certificates for payment, determine percent complete of project in the field, and make written recommendation to the Township.
6. Coordinate construction administration with Upper Uwchlan Township.

## **H. Construction Observation (T&E)**

*YSM will:*

1. Attend scheduled job conference meetings at the site with the prime contractors, sub-contractors, and representative of the municipality.
2. Review site-related construction activities at critical times beyond the scheduled job conference meetings.
3. Attend Upper Uwchlan Township Board of Supervisors meetings, as requested, to report on project progress, construction activities, and certificates for payment.

## **Compensation**

### **PROFESSIONAL FEES**

A. Aerial, Topography, and Boundary Survey .....	\$20,500
B. Construction Documents .....	\$36,000
C. Stormwater Management & Erosion and Sedimentation Control Plans and Permitting .....	\$41,000
D. Geotechnical Services .....	\$6,750
D.1. Geotechnical Services (Additional Borings/½ Day) .....	\$1,900*
E. Electrical Engineering .....	\$8,450
F. Bidding Services .....	\$6,350
G. Construction Administration .....	<u>\$ T&amp;E*</u>
H. Construction Observation .....	<u>\$ T&amp;E*</u>
 Total Fees (A through F, excluding D.1.) .....	\$ 119,050

\* The fees above, excluding items D.1., G, and H, are lump sum. D.1. is a unit price based on ½ day work for three additional borings, if necessary. The fees for task G and H will be completed on a time and expense basis. Hourly rate schedules are provided for your reference.

## **EXPENSES**

Expenses such as reprographic services, photocopies, and mileage that are directly incidental to our professional services shall be invoiced to you at 1.10 times our cost.

## **Project Work and Billing Schedule**

YSM will authorize the aerial photography company to schedule the survey work upon receipt of an original of the signed contract agreement. Work on other tasks outlined in the scope of service will begin upon receipt of the completed survey.

YSM will invoice you at the end of each 4-week billing period for work performed during this period. Invoices are payable within 30 days per the terms of the attached contract agreement. Work will be stopped if invoices are not paid within 30 days and production schedules will be adjusted accordingly until unpaid invoices are brought current. YSM will notify the client in writing if a work stoppage is to occur.

## **Assumptions and Additional Services**

The following Assumptions were made to prepare the proposal. The Additional Services are not included in the scope and fee as described above, however may be provided by YSM upon your request. These services will be performed under an addenda should they prove to be necessary.

### **ASSUMPTIONS**

1. Design work will occur in 2022. Construction schedule to be determined.
2. Land development plan processing and approval will not be required. A waiver of land development plan processing and approval will not be required. The proposed improvements will comply with the municipal stormwater management ordinance.
3. Existing utilities on site will be maintained and avoided during construction. Relocation and/or extension of sanitary sewer, water, electric or other utility service is not included.
4. Existing soils are suitable for infiltration to satisfy the volume control standards required by DEP in a conventional manner.
5. The three small pavilions will be a pre-engineered pavilion kits and the pavilion manufacturer will provide sealed engineering drawings for the pavilion and the footing design.
6. All submissions will be in PDF format. All drawings will be in CAD.

### **ADDITIONAL SERVICES**

1. Wetlands delineation.
2. If the project's Pennsylvania Natural Diversity Inventory (PNDI) application yields the need for any agency clearances, the response and required studies fall outside the scope of this contract and will be completed on a time and expense basis.
3. Additional meetings beyond those indicated above.
4. Electrical permit drawings and submissions and COMcheck.
5. Structural engineering design for sports lighting poles wind loading and concrete foundations.
6. Traffic Impact Study or related traffic analysis.

7. Architectural design for pavilions or other structures.
8. Hydrogeologic studies, geotechnical or other subsurface investigations (including private sewage disposal system and private wells), other than that described in the Scope of Basic Services.
9. Preparation of Record Drawings, As-Built Surveys, and related computations and certifications.
10. Review fees for submission to the Chester County Conservation District and the PA DEP.
11. Design of public sanitary sewer, water, and electric facilities beyond those described above.
12. Construction stakeout services.
13. Any offsite engineering or surveying for storm drainage, sewer, water, roads, etc.
14. Changes, modifications or revisions to any plans or data that are requested by the owner, the owner's agent, or any regulatory agency when such revisions are not due to noncompliance with applicable zoning, subdivision and/or stormwater management regulations.

7. Any changes to regulations in effect as of the date of this proposal.
8. Any services not specifically described within the scope of services and fees stated herein.

If the scope of work as outlined changes or unforeseen circumstances arise, or if our services are not completed within one year from the date of this proposal, there may be an adjustment to the fees noted above. This proposal will be null and void if not accepted within 60 days of the date of this proposal.

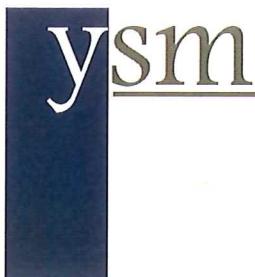
If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the attached service agreements and returning one copy to our office. This document will then constitute our completed agreement.

Sincerely,



Ann E. Yost, RLA  
Landscape Architect

Attachments



Landscape Architects

## SERVICE AGREEMENT

Project No. 21UUT-02

### TO ENGAGE THE SERVICES OF YOST STRODOSKI MEARS, INC.

THIS AGREEMENT entered into at 19 South Newberry Street, York, PA 17401, on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2021 by and between Upper Uwchlan Township hereinafter called "CLIENT" and YOST  
STRODOSKI MEARS, INC., hereinafter called "LANDSCAPE ARCHITECT" is as follows:

THE CLIENT INTENDS TO have YSM provide services as outlined in proposal dated November 1, 2021.

THE CLIENT AND LANDSCAPE ARCHITECT AGREE AS FOLLOWS:

A. Scope and Services:

As outlined in proposal dated November 1, 2021.

B. Total Fee:

As outlined in proposal dated November 1, 2021.

C. Schedule for the Work:

As outlined in proposal dated November 1, 2021.

D. This AGREEMENT shall include the STANDARD TERMS AND CONDITIONS attached  
hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

UPPER UWCHLAN TOWNSHIP

By: \_\_\_\_\_  
(Client)

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

YOST STRODOSKI MEARS, INC.

By: John E. Goff Jr.  
(Landscape Architect)

Title: President

Date: 11 / 1 / 2021

## STANDARD CONTRACT TERMS AND CONDITIONS

### **1. DUTIES AND RESPONSIBILITIES**

1.1 The Landscape Architects, (Yost Strodoski Mears, Inc., its agents, employees and sub-consultants), agrees to provide only those professional services specifically set forth in the Scope of Services portion of this Agreement. Additional services may be performed, if requested, subject to an agreed upon revision in the Scope of Services and authorized fee. Unless specifically set forth in the Scope of Services, Landscape Architects shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work.

1.2 In the event that the Landscape Architect and Client have not executed this Agreement, the Client's authorization to Landscape Architect to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

### **2. UNDERGROUND UTILITIES AND STRUCTURES**

2.1 Client agrees to advise Landscape Architect in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Landscape Architect from any liability to Client and to hold Landscape Architect harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Landscape Architect as required by Paragraph 2.1 have been damaged.

### **3. RESTRICTIONS ON USE OF DOCUMENTS**

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Landscape Architect's services and, as such, shall remain, the property of Landscape Architect, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Landscape Architect under this Agreement, be permitted to retain reproducible copies of those Documents necessary for the execution of the Project and for information and reference in connection with Client's use and occupancy of the Project. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Landscape Architect is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Landscape Architect. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Landscape Architect is expressly prohibited. Such prohibited use is at the sole risk of the user and Landscape Architect is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Landscape Architect, if Client is in default under this Agreement. Client agrees that Landscape Architect may obtain injunctive relief to enforce this subparagraph.

### **4. STANDARD OF CARE**

4.1 In performing the services required by this Agreement, Landscape Architect shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Landscape Architect makes no express or implied warranty beyond its commitment to conform to this standard.

### **5. OBSERVATION SERVICES**

5.1 If required under the Scope of Services, Landscape Architect shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Landscape Architect prepared the Documents to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Documents. Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Landscape Architect shall keep client informed of the progress and quality of the work. Landscape Architect's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Landscape Architect's field representative nor the observation by the Landscape Architect shall excuse the contractor for defects or omissions in his work.

5.2 Under no circumstances shall Landscape Architect have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the Work. Landscape Architect shall not be responsible for any contractor's schedules or failure to carry out the Work in accordance with the Documents. Landscape Architect shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

5.3 It is further understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by Landscape Architect's personnel is not intended to include review of the adequacy of the contractor safety measures in, on or near the construction site. The Landscape Architect will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

## **6. TERMINATION, SUSPENSION**

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven days written notice to Landscape Architect in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Landscape Architect, Landscape Architect will be compensated for all services performed up to the time written notice of termination is actually received by Landscape Architect, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Landscape Architect may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Landscape Architect in reporting, completed data, completing such analyses, records and reports.

## **7. INVOICES, PAYMENTS**

7.1 Landscape Architect will submit invoices to Client every four weeks and a final invoice upon completion of services.

7.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1½) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.3 Timely payment to the Landscape Architect in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Landscape Architect.

If the Client fails to make payment when due Landscape Architect for services and expenses, the Landscape Architect may, at its option and without prejudice to its right to terminate as described above, upon seven (7) days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Landscape Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of performance, the Landscape Architect shall have no liability to the Client for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Landscape Architect for claims that arise due to any suspension.

7.4 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, the Landscape Architect will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7.5 Unless the compensation identified in this Agreement is specifically identified as a "Fixed Fee", the amounts set forth as the Total Fee shall constitute the Landscape Architect's best estimate of the effort required to complete the project as the Landscape Architect understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Landscape Architect will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by an change order, an equitable adjustment shall be made and this Agreement modified accordingly.

## **8. ASSIGNS**

8.1 Neither the Client nor the Landscape Architect may delegate, assign, or sublet, or transfer his duties or interest in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld. Under no circumstances may Client assign any claim arising under this Agreement or in connection with Landscape Architect's services.

## **9. LIMITATIONS ON REMEDIES**

9.1 The Client shall promptly report to the Landscape Architect any defects in Landscape Architect's services of which Client becomes aware, so that Landscape Architect may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors in Client's General Contract and shall require all subcontracts at any level to contain a like requirement. Failure by Client, and the Client's contractors or subcontractors to notify Landscape Architect shall relieve Landscape Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Landscape Architect's error, any required item or component of the Project is omitted from the Documents, Landscape Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event, will Landscape Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such omission by Landscape Architect shall be for Landscape Architect to perform services necessary to correct omission without charge to Client; provided that where Landscape Architect's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Landscape Architect shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Landscape Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Landscape Architect's liability for damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the Landscape Architect's fees under this Agreement. Such limitation shall apply to the aggregate of all claims that may be brought against Landscape Architect. If the Client prefers not to limit the Landscape Architect's professional liability to this sum, the Landscape Architect will waive this limitation upon the Client's request provided that the Client agrees to pay an additional consideration for this waiver equal to the cost of insuring against such risk.

9.5 It is understood that the Landscape Architect shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not the Landscape Architect is performing observational services. This provision shall be included in the contract between the Client and his contractor(s) for this project.

#### **10. DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in question between the Landscape Architect and the Client, not in excess of \$200,000, arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Landscape Architect ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to United States Arbitration and Mediation of the Northeast, Incorporated, or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 120 days of submission to the mediation service may be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Landscape Architect because of any Dispute and if such suit is dropped or dismissed, or if judgment is rendered for the Landscape Architect, Client agrees to reimburse the Landscape Architect, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Landscape Architect.

#### **11. INDEMNIFICATION**

11.1 To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Landscape Architect, their subsidiaries, affiliates, officers, employees and consultants or such others who may have assisted the Landscape Architect in the rendering of its services in connection with the Project from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any conduct, including the breach of any provision of this Agreement, by Client or any individual or entity for whose acts Client is responsible.

11.2 In the event the Client is required to defend the Landscape Architect under Paragraph 11.1, the Landscape Architect shall have the right to counsel of its own choosing.

#### **12. WARRANTY OF AUTHORITY TO SIGN**

12.1 The person signing this contract warrants he or she has authority to sign as, or on behalf of, the Client for whom or for whose benefit that Landscape Architect's services are rendered. If such person does not have such authority, he agrees that he or she is personally liable for all breaches of this contract and that in any action for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

#### **13. CHOICE OF LAW**

13.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### **14. SEVERABILITY**

14.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

#### **15. REFERENCES**

15.1 Client agrees that Landscape Architect has authority to utilize the name of Client and a general description of the project work or service performed as references to other clients or potential clients.

#### **16. INTEGRATION**

16.1 There are no understandings or agreements concerning the Project except as expressly stated herein.

#### **17. VALIDITY**

17.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within sixty (60) days of the date of the Agreement, Landscape Architect reserves the right to revise or withdraw this Agreement.

#### **18. THIRD PARTY BENEFICIARIES**

18.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Landscape Architect.

#### **19. WAIVER OF SUBROGATION**

19.1 Except to the extent that such waiver would invalidate the applicable casualty insurance coverage, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent such damages are covered by casualty insurance, the proceeds of which are paid to the claimant. Client and Landscape Architect each shall require similar waivers from their contractors, consultants and agents.



**YSM**

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Landscape Architects

## Rate schedule

**Effective Date: January 1, 2022**

**Compensation for personnel shall be in accordance with the following hourly rates:**

<u>Position</u>	<u>Hourly Rate</u>
Principal Landscape Architect .....	\$ 125
Landscape Architect .....	\$ 85 - 120
Designer.....	\$ 55 - 85
CADD Technician .....	\$ 55 - 80
Office Clerical/Support .....	\$ 50

**Compensation for expenses and other charges shall be as follows:**

Mileage.....	\$0.56/mile
Direct expenses .....	Cost + 10%



**2022 PROFESSIONAL SERVICES FEE SCHEDULE  
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PA**

<b>TITLE</b>	<b>RATE</b>
Principal III	\$ 140.00
Principal II	\$ 135.00
Principal I	\$ 130.00
Consulting Professional V	\$ 125.00
Consulting Professional IV	\$ 120.00
Consulting Professional III	\$ 115.00
Consulting Professional II	\$ 110.00
Consulting Professional I	\$ 105.00
Design Technician V	\$ 100.00
Design Technician IV	\$ 95.00
Design Technician III	\$ 90.00
Design Technician II	\$ 85.00
Design Technician I	\$ 80.00
Construction Representative III	\$ 110.00
Construction Representative II	\$ 100.00
Construction Representative I	\$ 90.00
Surveying Crew	\$ 165.00
Project Assistant	\$ 75.00

**Listed Rates** – All Rates listed above are hourly rates based upon straight time for a 40-hour, 5-day week and are charged on actual time expended. When requested/required to provide professional services in excess of 40 hours during the normal work week, non-exempt staff shall be charged 1.5 times the standard rate for those hours worked in excess of the normal 40 hours. Construction Representative Services requested on weekends shall be charged at the same overtime rate with a minimum of 4 hours charged.

**Client Invoicing** – Gilmore & Associates, Inc. invoices on a monthly basis and payment for services rendered are due within 30 days.

**Proprietary Information** – This Professional Services Fee Schedule is proprietary information issued by Gilmore & Associates, Inc. for review only by the recipient of this document. The information contained herein shall not be shared, reviewed or discussed with others than those receiving this original document.

**Special Consulting Services** - Rates vary by type of service and level of experience. Rate Schedules will be provided upon request.

**SCHILLER AND HERSH ASSOCIATES, INC.**  
**Consulting M/E/P Engineers**

636 Skippack Pike, Suite 200  
Blue Bell, PA 19422

P: 215.886.8947  
F: 215.886.8956  
[www.schillerhersh.com](http://www.schillerhersh.com)



Hourly Rate Range Schedule for Schiller and Hersh Associates, Inc (2021):

Principal	\$220 - \$250
Project Manager	\$180 - \$235
Senior Engineer	\$160 - \$230
Engineer	\$130 - \$170
Senior Designer	\$110 - \$130
Designer	\$100 - \$115

Projected - Hourly Rate Range Schedule for Schiller and Hersh Associates, Inc (2022):

Principal	\$220 - \$255
Project Manager	\$180 - \$235
Senior Engineer	\$160 - \$230
Engineer	\$130 - \$170
Senior Designer	\$110 - \$130
Designer	\$100 - \$115

# Upper Uwchlan Township

## Social Media Policy

DRAFT – January 21, 2022

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### 1. General Policy

- 1.1. The Upper Uwchlan Township website is the primary means of online communication with Township residents and the public. The Township's official social media presence will serve to supplement this and should direct visitors back to the website as appropriate.
- 1.2. The Township recognizes that a social media page may contain third party content including but not limited to, advertisements or hyperlinks placed by the social media site owners or their vendors, over which the Township has no control (such as advertisements). The appearance/occurrence of such content does not indicate endorsement by Upper Uwchlan Township or its Board of Supervisors.
- 1.3. Participation in social media is on a voluntary, as needed basis at the will of the Township. The Township reserves the right to terminate any Township social media participation at any time without notice.

### 2. Content Guidelines

- 2.1. The Account Manager who is posting content to a Township social media site may not express his or her personal views or concerns. Posts shall only reflect the specific factual communications of the Township. The Account Manager's goals shall be in line with basic objectives outlined in this policy.
- 2.2. Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to social media.
- 2.3. All content shall be appropriate for all ages. Information, photos, videos, or other content that will reflect negatively on the department or the Township is strictly prohibited.
- 2.4. The content of the Township social media site shall only pertain to Township-sponsored, Township-endorsed, or Township-recognized programs, services, events, and/or notifications.
- 2.5. Posts on Township social media pages shall not contain any of the following:
  - 2.5.1. Remarks in support of, or opposition to, political campaigns, candidates or ballot measures.
  - 2.5.2. Profane language or content.
  - 2.5.3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.
  - 2.5.4. Threats to any person or organization.
  - 2.5.5. Sexual content or links to sexual content.
  - 2.5.6. Gambling or related content.
  - 2.5.7. Conduct or encouragement of illegal activity or content in violation of any federal, state or local law.
  - 2.5.8. Information that may compromise the safety or security of the public or public systems.
  - 2.5.9. Promoting or advertising a commercial enterprise or business or commercial solicitation (unless deemed as a benefit for Township sponsorship by the Township Manager).
  - 2.5.10. Content that violates a legal ownership interest of another property.
  - 2.5.11. Remarks of a personal or private business nature.

### 3. Moderation of Comments

- 3.1. Comments shall be monitored and moderated by a single Account Manager (one Manager per page) as designated by the Township Manager.
  - 3.1.1. This designated Moderator shall review comments regularly. When possible, social media sites shall be configured to send notifications of comments to the Moderator via email or push notification.

# Upper Uwchlan Township

## Social Media Policy

*DRAFT – January 21, 2022*

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- 3.1.2. The Moderator will assess the content of any and all comments to determine if the comment requires an official reply from the Township. Responses to simple inquiries shall be made within one business day whenever possible. Commenters who post specific complaints or questions which require complex responses shall be directed to email the Township to discuss their concerns in that medium.
- 3.2. Comments which include any of the following shall be deleted by the Moderator:
  - 3.2.1. Obscene, profane, vulgar, threatening, harassing, or defamatory language.
  - 3.2.2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures.
  - 3.2.3. Personal attacks against other commenters, Township staff, or Township elected officials.
  - 3.2.4. Comments which violate copyright law.
  - 3.2.5. Comments promoting or advertising a commercial enterprise or business.
- 3.3. All deleted comments shall be recorded before deletion. The Moderator of each page shall keep a record of all deleted comments, along with the time of and reason for deletion.

At the time of publication, Upper Uwchlan Township maintains the following social media accounts:

- [www.facebook.com/upperuwchlan](http://www.facebook.com/upperuwchlan)
- [www.twitter.com/upperuwchlan](http://www.twitter.com/upperuwchlan)
- [www.facebook.com/upperuwchlanpd](http://www.facebook.com/upperuwchlanpd)
- [www.twitter.com/upperuwchlanpd](http://www.twitter.com/upperuwchlanpd)

## The Barn at Upland Farm

### Venue Rentals

Upper Uwchlan Township is pleased to make the Barn at Upland Farm available for your event or meeting. The Barn is located at Upland Farm Park at 301 Pottstown Pike, Chester Springs, PA 19425. All rental requests for the Barn are to be submitted through the Township online park reservation request system at [www.upperuwchlan-parks.com](http://www.upperuwchlan-parks.com).

#### Upstairs at the Barn

This area includes one (1) **85-person capacity** venue/meeting space and outdoor deck. Rental includes access to a food prep/kitchen area upstairs and additional prep space downstairs. A limited supply of tables and chairs is included with your rental of the Upstairs at the Barn. Rentals of the Upstairs require an additional permit,

#### Downstairs at the Barn

This space includes two (2) **15-person capacity** small classrooms and one (1) **35-person capacity** large classroom. Each space is outfitted with tables and chairs.

**Commented [SL1]:** Capacity of all spaces is to be determined/finalized.

**Commented [SL2]:** Furniture has not been selected for these spaces yet.

#### Bathroom Facilities

Bathrooms are available on both levels of the Barn and are ADA accessible. Soap and paper bathroom products are provided. Downstairs bathrooms are accessible from outdoors only, and are available to users of the public park, even during your rental/event.

#### Catering and Alcohol

Caterers must be selected from a Township pre-approved list. Alcohol is only permitted to be served by Township pre-approved caterers. Users are not permitted to supply their own alcohol. Alcohol is only permitted for Upstairs and All Barn rentals. No alcohol is permitted downstairs, and alcohol is not permitted to be taken into the outdoor areas of the Park. If your event will include service of alcoholic beverages, an additional fee, additional security deposit, and separate alcohol permit are required.

#### Deposit, Cleaning, and Damage

The facility must be left clean and clear of all trash. There is a dumpster on site for disposal of trash. For Downstairs use, both preparation and cleaning of the facility must take place within the rental time. For Upstairs and All Barn use, one hour will be added to the start and end of rental reservation to allow for setup and cleanup.

Cleaning supplies are provided for your use in janitorial closets upstairs and downstairs.

A \$200.00 security deposit is required on rentals of the Upstairs or All Barn rentals. If the key is not returned to the Township on the first workday following the event, the deposit will not be refunded to the lessee. If the facility is not left clean and clear of all trash, the security deposit will not be refunded. Users will face additional charges if damage is incurred that exceeds the amount of the security deposit. Cancelled reservations result in forfeiture of the security deposit.

### Fee Schedule

Upstairs and All Barn rentals require a minimum 3-hour reservation. Downstairs rentals require a minimum 1-hour rental, with additional time in half-hour increments. In the event of conflicting requests, priority will be given based upon the User groups as described below. Fees are charged according to user type described below.

	Type 2	Type 3	Type 4	Type 5	Type 6
Upstairs - per hour rate	\$150	\$150	\$200	\$250	\$300
Downstairs - per hour rate	\$50	\$50	\$75	\$100	\$100
All Barn - per hour rate	\$175	\$175	\$250	\$325	\$375

### User Priority Types

**Type 1** - Programs and activities of Upper Uwchlan Township will receive priority use of all facilities.

**Type 2** - Township-based, non-profit organizations.

**Type 3** - Township residents for private use. (Proof of residency required.)

**Type 4** - Township-based for-profit organizations and businesses.

**Type 5** - Non-resident groups as described in Type 2.

**Type 6** - Non-residents.

**Requests for rentals of Upstairs at the Barn or All-Barn rentals must be made at least thirty (30) days prior to the reservation date requested.**

### Insurance Requirements

In submitting a request, the user/renter understands all procedures associated with the request and accepts the legal and financial responsibilities involved in the use of Township facilities. The user must also verify that the use/activity is fully insured and provide a CERTIFICATE OF INSURANCE evidencing:

(FOR GROUPS): Commercial general liability insurance with per occurrence and aggregate limits of not less than \$1,000,000.00, which names Upper Uwchlan Township, its agents, servants, and employees as additional insured.

(FOR PRIVATE INDIVIDUALS): Homeowners/Liability insurance with per occurrence and aggregate limits of not less than \$300,000.00 which names Upper Uwchlan Township, its agents, servants, and employees as additional insured.

User understands that if the regulations governing the use of this facility are violated in any way, the permit is revoked, and all fees are forfeited.

User assumes all risks and hazards incidental to the activity related to the use. To the extent permitted by law, user releases, absolves, indemnifies, defends, and holds harmless the Township of Upper Uwchlan and its agents, servants, and employees, from any and all liability due to any damage or injury to any person or property arising from our use of the Township facilities.

## Rules and Regulations

The rules and regulations governing the Upper Uwchlan Township Park and Recreation Areas are codified in §127-2 of the Upper Uwchlan Township Code and are as follows:

- 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.
- B. No person shall deface, destroy or remove any public signs, notices, equipment or other property of a park or trail.
- C. No hunting is allowed within a park or on a trail; no person shall injure or kill any wildlife within a park or on a trail.
- D. Alcohol and tobacco prohibited.**
  - 1. Possession or consumption of alcoholic beverages in a park or on a trail is prohibited.
  - 2. No person shall smoke or use tobacco products in any portion of Township parks, recreation facilities, or Township-owned trails. This prohibition covers all smoking methods, including but not limited to the use of electronic smoking devices (e-cigarettes, e-cigars, e-pipes) and hookah-smoked products.
- E. No gambling or any obscene or indecent act, or any abusive, threatening, indecent or profane language or any conduct that may annoy others, shall be allowed in a park or on a trail.
- F. No parking shall be allowed in any portion of a park or trail except in spaces specifically set aside and marked for parking purposes.
- G. No person shall operate or cause to operate any vehicle in any portion of Township parks or playgrounds in violation to any posted traffic control devices. Furthermore, all vehicles operated shall be in accordance with the Vehicle Code of Pennsylvania. No motorized recreational vehicles including, but not limited to, go-carts, minibikes, or all-terrain vehicles, shall be permitted in a park or on a trail. Exceptions may apply for special events, provided a permit has been obtained from the Township. Motorized wheelchairs and scooters for handicapped use are permitted on paved trails or wherever the park or trail is handicapped accessible.
- H. No horses are permitted in a park or on a trail. Exceptions may apply for special events, provided a permit has been obtained from the Township.
- I. No person shall litter within a park or on a trail.
- J. No person shall light a fire or permit a fire to burn in a park or on a trail, except in fireplaces provided for such purposes.
- K. The playing of golf in the park is prohibited.
- L. No dogs are allowed in a park or on a trail unless properly restrained on a leash not exceeding six feet in length. All dog waste is to be picked up and disposed of immediately in park or trail trash receptacles.
- M. Trail uses are encouraged to follow the recommended guidelines for Township trail usage provided in Appendix A[1] of this chapter.
- N. The Upper Uwchlan Township Board of Supervisors may from time to time establish additional regulations for the use of Township parks and trails.

In addition, to the extent applicable, users of the Barn at Upland Farm must abide by the Upper Uwchlan Township Park Facility and Field Use Policy.

**Commented [SL3]:** An amendment to this Ordinance could allow permit-only alcohol possession at the Barn facility.

## The Barn at Upland Farm

### Special Permit – Upstairs or All-Barn Rental

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This permit application is to be completed after submitting your reservation request through the Upper Uwchlan Township online park reservation request system at [www.upperuwchlan-parks.com](http://www.upperuwchlan-parks.com). In completing this permit application, requester acknowledges and agrees to all specifications, rules, and regulations as outlined in pages 1-3 of this document, as well as all regulations outlined in the Upper Uwchlan Township Park Facility and Field Use Policy.

Rental Location:  UPSTAIRS  ALL-BARN

Type of Function: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_

Anticipated attendance: \_\_\_\_\_

Will you provide your own food at this event?  YES  NO

Caterer Selected (if applicable): \_\_\_\_\_

Have you signed a contract with the caterer selected?  YES  NO

Will the caterer serve alcoholic beverages at this event?  YES  NO

*(If yes, complete the Alcoholic Beverage Permit on page 5.)*

In signing below, I acknowledge that I have read and agree to the above regulations. I release, absolve, indemnify, defend, and hold harmless the Township of Upper Uwchlan and its agents, servants, and employees, from any and all liability due to any damage or injury to any person or property arising from our use of the Township facilities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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#### ***For Township Office Use Only***

Has the applicant submitted a certificate of insurance consistent with the requirements on page 2 with this submission?

## The Barn at Upland Farm

### Special Permit – Alcoholic Beverages

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Upper Uwchlan Township permits alcoholic beverages to be served by pre-approved caterers at the Barn at Upland Farms. In addition to the rental fee, a non-refundable alcohol permit fee of \$250.00 will be charged to the user/renter, along with an additional \$100.00 security deposit. The following rules and regulations apply to reservations for which an alcohol permit has been issued:

- All members of the function consuming alcohol must be 21 years of age.
- Alcohol is limited to beer and wine only.
- All alcohol is to be consumed in the Upstairs event space and on the deck only; alcohol is not permitted to be taken downstairs or into the outdoor areas of the Park. Alcohol is not permitted to be taken into the bathroom area.
- No Kegs, Beer Balls, Mini Kegs, or other large-capacity containers are permitted.
- Beer is to be served in cans or bottles only.
- Food and alternate non-alcoholic beverages must be made available during any event at which alcohol is served.
- All trash, cans, bottles must be discarded of properly and taken to outside dumpsters or recycling containers.
- Renter assumes all legal liability for the event held at the facility.

Date of Event: \_\_\_\_\_

Caterer Selected: \_\_\_\_\_

Have you signed a contract with the caterer selected?  YES  NO

In signing below, I acknowledge that I have read and agree to the above regulations. I release, absolve, indemnify, defend, and hold harmless the Township of Upper Uwchlan and its agents, servants, and employees, from any and all liability due to any damage or injury to any person or property arising from our use of the Township facilities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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#### ***For Township Office Use Only***

Is the caterer selected on the pre-approved caterer list?  YES  NO

The Barn at Upland Farm  
Rental Fees Summary Sheet

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Name of User/Renter: \_\_\_\_\_

Rental Location:  UPSTAIRS  ALL-BARN

Date of Reservation: \_\_\_\_\_

Time of Reservation: \_\_\_\_\_

Rental Cost: \_\_\_\_\_

\*Security Deposit: \$200.00

Alcoholic Beverage Permit Fee: \_\_\_\_\_

\*Alcoholic Beverage Security Deposit: \_\_\_\_\_

TOTAL: \_\_\_\_\_

**\*Security deposit(s) must be made by a separate check. If security deposit(s) is/are refunded, check will be returned to requestor.**

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**For Township Office Use Only**

Payment Information:

Date Payment Received: \_\_\_\_\_

Security Deposit Check Number: \_\_\_\_\_

Other Fees Check Number: \_\_\_\_\_

Payment(s) Received by: \_\_\_\_\_

File the following additional documents with this application:

- Renter's certificate of insurance
- Copies of checks
- Copy of Renter's online application