



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
AGENDA  
NOVEMBER 18, 2024

7:00 p.m.

LOCATION: Township Building, 140 Pottstown Pike, Chester Springs PA 19425

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 Meeting

II. APPROVAL OF MINUTES:

- October 8, 2024 Board of Supervisors, Draft 2025 Budget Workshop
- October 21, 2024 Board of Supervisors Meeting

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III. APPROVAL OF PAYMENTS

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IV. TREASURER'S REPORT

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- A. Transfer from Solid Waste Fund to Capital Fund
- B. Transfer from General Fund to Capital Fund

V. SUPERVISORS' REPORT

- A. Chester County Library Updates ~ Pam Shauger, Library Assistant
- B. Police Liaison Report
- C. Calendar:
  - November 24, 2024 1:00-4:00 p.m. Farmhouse Museum Open at Upland Farm Park, hosted by the Historical Commission
  - November 28-29, 2024 Office Closed ~ Thanksgiving Holiday
  - November 30, 2024 4:00 p.m. Annual Tree Lighting at Upland Farm Park hosted by the Park and Recreation Board
  - December 10, 2024 4:00 p.m. Board of Supervisors Workshop
  - December 11, 2024 6:30-8:00 p.m. "The Voices of The Past: Exploring the people, places, and historic events in the Villages of Eagle, Byers, and Milford Mills" at Upland Farm, hosted by the Historical Commission
  - December 16, 2024 7:00 p.m. Board of Supervisors Meeting

Yard Waste Collection Dates: November 20, December 4, 18

Do not use plastic bags as these materials are composted. Place materials curbside the night before to guarantee collection.

VI. ADMINISTRATION REPORTS

- A. Township Engineer's Report
- B. Building and Codes Department Report

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C. Police Chief's Report	--
D. Public Works Department Report	70
<b>VII. LAND DEVELOPMENT</b>	
A. Enclave at Chester Springs ~ Pedestrian Crossing Escrow Release \$136,457.68	72
B. Natural Lands ~ Update of Struble Trail Extension and Water Tower Demolition	--
<b>VIII. ADMINISTRATION</b>	
A. Traffic Signal Control Technical Specifications (October 2024) ~ consider approval	73
B. Resolution Adoption ~ Submit Traffic Signal Application ~ Struble Trail Road Crossing	102
C. Agreement of Sale ~ 511 Byers Road ~ consider execution	106
D. Authorize Advertisement of Draft 2025 Budget <a href="https://www.upperuwhclan-pa.gov/ArchiveCenter/ViewFile/item/2513">https://www.upperuwhclan-pa.gov/ArchiveCenter/ViewFile/item/2513</a>	--
E. Authorize Advertisement of Recreational Vehicle Ordinance	121
F. C1 and C3 Commercial Districts Zoning Ordinance Amendments ~ Discussion	125
<b>IX. OPEN SESSION</b>	
<b>X. ADJOURNMENT</b>	



Upper Uwchlan Township  
Board of Supervisors, Draft 2025 Budget Workshop  
October 8, 2024  
4:00 p.m.  
Minutes  
**DRAFT**

Attendees:

Andy Durkin, Vice-Chair  
Sandy D'Amico, Member

Kristin Camp, Esq., Township Solicitor

Dave Leh, Township Engineer

Tony Scheivert, Township Manager  
Lindsay Yeager, Assistant Township Manager  
Gwen Jonik, Township Secretary  
Rhys Lloyd, Codes Enforcement Officer  
Anthony Campbell, Zoning Officer  
Tom Jones, Police Chief  
Joe Carr, Police Lieutenant  
Mike Esterlis, Public Works Director  
Jill Bukata, Township Treasurer

The Workshop was held at the Township Building, 140 Pottstown Pike, Chester Springs PA 19425.

Andy Durkin called the Workshop to order at 4:03 p.m., led the Pledge of Allegiance, and offered a moment of silence. No one planned to record the Workshop. He announced that Executive Sessions were held September 16, 2024 regarding real estate, September 17, 2024 regarding legal matters, October 3, 2024 regarding real estate and today regarding real estate. There were 2 citizens in attendance.

Appointment ~ Park & Recreation Board Member

Sandy D'Amico moved to appoint Vignesh Markandan to the Park & Recreation Board. Andy Durkin seconded, and the motion carried unanimously.

241 Park Road Land Development Agreements

Following the Board's approval of 241 Park Road / Ducklings Daycare's Final Land Development Plan, the developer provided the Land Development Agreement, Financial Security Agreement, and the Stormwater Management Operation & Maintenance Agreement. Sandy D'Amico moved to approve and execute the Agreements. Andy Durkin seconded, and the motion carried unanimously.

480 Pottstown Pike Minor Subdivision Plan

Kristin Camp introduced a draft motion to approve this 2-Lot minor subdivision plan, currently the Eagle Nursery parcel on Route 100 across from Font Road. The submission included a request to waive the prohibition of further subdividing the Lots. Porsche plans to purchase one of the Lots and may consolidate it with the abutting parcel at 500 Pottstown Pike. The Planning Commission did not want to grant the waiver from prohibition from further subdivision for Lot 1 but grant it for Lot 2. Discussion included revising the approval motion that Lot 1 cannot be further subdivided itself, but it could be consolidated with the adjacent property. Sandy D'Amico

asked that clarification be provided from the Planning Commission regarding their recommendation for the waiver. Tony Scheivert will contact the Planning Commission Chair and advise.

#### Struble Trail Extension Drainage Improvement

Kristin Camp explained that Dorlan Mill Road is a PennDOT road and a new drainage pipe will be installed in the road for handling the stormwater from the Struble Trail Extension. The Township will be the permittee to install it but the property owner, the County, will be responsible to maintain it. The Drainage Improvement Agreement states the County has to maintain it. Annual inspections of the pipe will occur when the stormwater infrastructure in the trailhead parking lot is being inspected. Execution of the Agreement will be considered at the Board's October 21 meeting.

#### Municipal Authority Wastewater Treatment Plant Expansion - Phase 3 ~ Introduction of Reimbursement Request

Kristin Camp explained a Second Amendment to the Route 100 Wastewater Treatment Plant Phase 3 Expansion Agreement. The McKee Group has substantially completed the construction of Phase 3 and would like to be reimbursed \$2,000,000.00, a portion of their costs. The Municipal Authority's and Township's Solicitors have reviewed the Amendment and find it in order. The Municipal Authority has approved the interim release of \$2,000,000. The release will be considered by the Board of Supervisors at their October 21 meeting.

Steve Egnaczyk asked Ms. Camp the status of the 100 Greenridge Road appeal. Ms. Camp advised that Toll has the option to take their case to a higher court. The higher court will review the Zoning Hearing Board's Decision and the previous Judge's decisions. This could take a year or more.

#### Draft 2025 Budget

Tony Scheivert noted that Jill Bukata and all Department heads have started to work on the 2025 Budget. Jill Bukata noted salaries will increase by 3.5% (contractual increase) for the Police Department, 3% for Administration and Public Works staff, and insurances – health, property -- will increase but specifics haven't yet been received.

Chief Tom Jones. The Police budget will increase 5.5%, for more training; education incentives – several officers have recently earned degrees and receive higher pay; increased uniform and equipment costs.

Building / Codes. Rhys Lloyd advised there will be increases in dues, training, gas/oil, salaries, and decreased vehicle maintenance.

Public Works. Mike Esterlis advised there will be a small increase for vehicle maintenance with fleet expansion; facilities maintenance will increase minimally; road resurfacing may come out of General Fund rather than all of it from Liquid Fuels; the biggest increase is with salaries. Sandy D'Amico inquired how to fund a snowy winter if it's not in the budget. Salt, plowing, etc. comes out of Liquid Fuels.

Solid Waste Fund. Tony Scheivert noted there will be an increase in the annual collection fee, effective January 2025. Jill Bukata explained that it will only increase once over the next 5 years of the contract (3 years) plus 2 1-year extensions. We don't yet have the tipping fee costs

from the Solid Waste Authority, which will most likely increase. Recycling is costing \$40/ton recently.

Liquid Fuels Fund. Tony Scheivert explained that liquid fuels monies are provided from the State via the tax on gas. Our portion isn't decreasing too greatly ~ \$391,000 is the estimate for 2025. Jill Bukata is projecting a loss but it is well funded at this time. If we have a bad winter, this Fund will be impacted.

Open Session

Gerry Stein asked if there is any budget for trails, and where does the Police training happen. Tony Scheivert advised trails will be discussed at next month's Workshop within Park & Rec or Capital Fund. Chief Jones noted Police training happens in Township facilities, County facilities, with specialized agencies and organizations.

Adjournment

There being no further business to be brought before the Board, Andy Durkin adjourned the Workshop at 4:52 p.m.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary



TOWNSHIP OF UPPER UWCHLAN  
BOARD OF SUPERVISORS MEETING  
October 21, 2024  
7:00 p.m.  
**DRAFT**

Attending:

Board of Supervisors

Jennifer F. Baxter, Chair  
Andrew P. Durkin, Vice-Chair  
Sandra M. D'Amico, Member

Kristin Camp, Esq., Township Solicitor

Township Administration

Tony Scheivert, Township Manager  
Lindsay Yeager, Assistant Township Manager  
Gwen Jonik, Township Secretary  
Jill Bukata, Township Treasurer  
Rhys Lloyd, Director of Code Enforcement  
Anthony Campbell, Zoning Officer  
Mike Esterlis, Director of Public Works  
Tom Jones, Police Chief  
Dave Leh, Township Engineer

LOCATION: Township Building, 140 Pottstown Pike, Chester Springs PA 19425

Mrs. Baxter called the evening to order at 7:01 p.m., led the Pledge of Allegiance, and offered a moment of silence. No one planned to record the meeting. Mrs. Baxter announced an Executive Session was held this evening regarding legal matters. There were 6 citizens in attendance.

Approval of Minutes

Mr. Durkin moved, seconded by Mrs. D'Amico to approve as presented the minutes of the September 10, 2024 Joint Boards & Commissions Workshop and the September 16, 2024 Board of Supervisors Meeting. The motion carried unanimously.

Approval of Payments

Mr. Durkin moved, seconded by Mrs. D'Amico to approve the payments to all vendors listed October 17, 2024. The motion carried unanimously.

Treasurer's Report

Jill Bukata reported a strong balance sheet; year-to-date revenues are at 88.7% of the budget; expenses are at 72.1% of budget; earned income tax revenue is at 86.3% of the budget as of October 17.

Supervisor's Report

There was no police liaison report.

Mrs. Baxter read the published calendar: October 26, 2024 3:00 p.m. Annual Trunk-or-Treat at Hickory Park; November 12, 2024 4:00 p.m. Board of Supervisors, Draft 2025 Budget Workshop; November 18, 2024 7:00 p.m. Board of Supervisors Meeting; November 28-29, 2024 Office Closed for the Thanksgiving Holiday; November 30, 2024 4:00 p.m. 8<sup>th</sup> Annual Tree Lighting at Upland Farm Park. Yard waste collection dates are October 23, November 6 and November 20.

2024 Comprehensive Plan Introduction

Mrs. Baxter noted the Board continues to review the Plan and it will be introduced at a later date.

## Administration Reports

### Township Engineer's Report

Dave Leh reported construction has begun for the Ducklings Daycare at 241 Park Road; preliminary land development plans have been received for 500 Pottstown Pike, the proposed Porsche service center; construction will start soon for Eagleview Lot 1A, a flex office/warehouse building; Celebree will start construction this week (northeast corner of Route 100 and Station Boulevard).

### Building and Codes Department Report

Rhys Lloyd reported that 68 building permits were issued last month, totaling \$94,664.42 in permit fees; 213 scheduled inspections were conducted; 10 homes exchanged ownership; 9 new settled; and the department investigated 18 zoning complaints.

### Police Chief's Report

Chief Jones report the department received 957 calls for service, including 14 reportable crimes, 7 adult arrests, 0 juvenile arrests, and 160 citations; the Department is qualified now on the Marsh Creek State Park boats; Officer Cortese is leaving and will be working for Tredyffrin; the monthly safety tip is that there is no burning allowed in the Township so use extreme caution with grills and firepits -- it's so dry!

### Public Works Department Report

Mike Esterlis reported 126 work orders were received and completed; the department assisted with the summer concert; painted all crossbars; installed safety caps on the fence at Fellowship Fields; crack sealing; assisted with the e-waste and shredding event; and prepping for Trunk or Treat participation.

### 2024-2025 Snow Removal Bid Round #2

Mike Esterlis reported that we advertised the snow removal bid a second time following no bids the first time. We received only 1 bid this time and it's for a  $\frac{3}{4}$  ton 4-wheel drive pickup truck. We don't need pickup trucks, we need 10-ton 6-yard dump trucks. Therefore, Mr. Esterlis recommends the bid be rejected. Mr. Durkin moved, seconded by Mrs. D'Amico, to reject the bid for the  $\frac{3}{4}$  ton pickup truck. The motion carried unanimously. The Township will begin to negotiate with a private contractor for these services.

### Land Development

480 Pottstown Pike Minor Subdivision Plan. Cameron Wolfson of Riley, Riper Hollin and Colagreco and Jacob Tackett of T&M Associates were in attendance.

Kristin Camp introduced the minor subdivision plan to consolidate 2 existing lots and create 2 new Lots, a 4.3 acre Lot 1 (access on Route 100) and a 5.77 acre Lot 2 (access on Fellowship Road). No construction is planned on either Lot at this time. The Lots are in the C-3 Highway Commercial Zoning District. The Applicant has requested a waiver from prohibiting further subdivision of the Lots. Lot 1 will be purchased and consolidated with 500 Pottstown Pike (a reverse subdivision). The draft Motion grants the waiver for both Lots and compliance with the consultants' review letter of September 5, 2024.

Mr. Durkin moved, seconded by Mrs. D'Amico, to approve the Minor Subdivision Plan and grant the requested waiver, as follows. The motion carried unanimously.

### **DECISION**

The Board of Supervisors hereby grants final approval to the Minor Subdivision Plan titled "Senn Irrevocable Trust" prepared by T&M Associates, dated June 21, 2024, subject to Applicant's compliance with all of the notes and conditions therein contained and all of the foregoing conditions. The Board grants a waiver from Section 162-7.A.(1)(e) of the Subdivision and Land Development Ordinance to allow both Lot 1 and Lot 2 to be further subdivided in the future. The Board understands that Applicant intends to sell Lot 1 to the owner of the adjacent lot at 500 Pottstown Pike and does not want to prevent the reverse subdivision of Lot 1 with such lot.

## CONDITIONS OF APPROVAL

1. The minor subdivision and lot consolidation as depicted on the Plan shall comply with all relevant terms and provisions of the SALDO, and all other applicable regulations of the Code of Upper Uwchlan Township, except as otherwise waived by the Board in this Motion.
2. Applicant shall comply with any outstanding comments in the consultants' review letter to the satisfaction of the Township and its consultants.
3. This Decision and Conditions contained herein are binding on Applicant, its successors, and assigns, for the benefit of the Township in general and the ultimate users/property owners of the Property.

Second Amendment to the Route 100 Wastewater Treatment Facility Expansion Agreement with McKee Builders. Kristin Camp explained that the Township and McKee Builders entered into an Agreement in November 2019 to expand the Route 100 Wastewater Treatment Facility (WWTF) to provide sewer treatment capacity for the Preserve at Marsh Creek. The Agreement detailed the what the Township would pay for. This Amendment agrees to a progress payment of \$2,000,000 to McKee for the work done to date. The Township will owe McKee a smaller amount once the expansion is complete and dedicated. McKee has to pay the Township for disposal capacity. Matt Brown noted the Authority approved this Amendment at their September meeting. The Authority Solicitor, Chris Frantz, prepared the Amendment and Kristin Camp reviewed it and finds it in order. Mr. Durkin moved, seconded by Mrs. D'Amico, to execute the Amendment and pay McKee Builders \$2,000,000.00. The motion carried unanimously.

### Struble Trail Extension Drainage Improvement Maintenance Agreement.

Kristin Camp explained that a stormwater drainage pipe will be installed under Dorlan Mill Road to serve the extension of the Struble Trail. The Township will be the permittee, then the County is responsible for the maintenance of the pipe.

Mr. Durkin moved, seconded by Mrs. D'Amico, to approve the Struble Trail Extension Drainage Improvement Maintenance Agreement with Chester County. The motion carried unanimously.

### Police Department Parking Lot

Chief Jones explained that the Police Department needs more parking area. Dave Leh / Gilmore will design a plan to provide more parking and provide stormwater management. The Board is asked to approve Gilmore providing the design service, @ \$6,000. The Board favored moving forward with the design.

### Hickory Park Improvement Plan Update

Tony Scheivert provided the most recent improvement plan and noted it includes: additional parking, 4 pickleball courts, moving the volleyball court, a pedestrian walkway with pavilions, improved rugby pitch for cricket, several infiltration beds and another T-Ball field. Baseball field walkways will become ADA compliant. We await news if we'll be awarded a DCNR grant for \$200-300,000. We have received a \$250,000 grant from the County.

### Open Session

Steve Egnacyk inquired of the outcome of the Toll appeal. Tony Scheivert noted we haven't heard.

### Adjournment

There being no further business to be brought before the Board, Mrs. Baxter adjourned the meeting at 7:26 p.m.

Respectfully submitted,

Gwen A. Jonik,  
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids:  
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
10/21/24		JOHNEBLA JOHN EBLACKER	29.15	10/31/24 3316
10/21/24		WIGGISHR WIGGINS SHREDDING	850.00	10/31/24 3317
10/28/24		TREASCC1 TREASURER COUNTY OF CHESTER	125.00	3322
11/01/24		COMM0015 COMMONWEALTH OF PENNSYLVANIA	300.00	3325
11/01/24		MARSHCR MARSH CREEK EAGLES	500.00	3326
11/18/24		ADVAN010 ADVANCED HORTICULTURAL SOLN	16,556.00	3336
11/18/24		ALEXAFLE ALEXANDER FLEMING	1,782.00	3336
11/18/24		ALLTRAFF ALL TRAFFIC SOLUTIONS	1,314.89	3336
11/18/24		ALPHA010 ALPHA SPACE CONTROL CO., INC.	37,462.17	3336
11/18/24		AQUAP010 AQUA PENNSYLVANIA	1,683.40	3336
11/18/24		ATTMOBIL AT&T MOBILITY	740.80	3336
11/18/24		BIO-ONE BIO-ONE OF CHESTER COUNTY	250.00	3336
11/18/24		BRANDSPC BRANDYWINE VALLEY SPCA	250.00	3336
11/18/24		BRIAN010 BRIAN HOSKINS FORD	443.93	3336
11/18/24		BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	2,842.00	3336
11/18/24		BUKAT010 JILL BUKATA	99.00	3336
11/18/24		CAMPBANT ANTHONY CAMPBELL	129.99	3336
11/18/24		CARMKRES CARMEL KREMSE	90.00	3336
11/18/24		CCSWA010 CCSWA	108.00	3336
11/18/24		CHARLHIG CHARLES A HIGGINS & SONS	2,655.00	3336
11/18/24		CHRISBOY CHRIS BOYLE LAW ENFORCEMENT	1,683.00	3336
11/18/24		CIVIC010 CIVIC PLUS	8,697.28	3336
11/18/24		COMCA010 COMCAST	1,313.52	3336
11/18/24		CRAFCO CRAFCO, INC	5,197.50	3336
11/18/24		CRESTLIN CRESTLINE SPECIALTIES, INC	1,278.35	3336
11/18/24		CRYST010 CRYSTAL SPRINGS	102.00	3336
11/18/24		DAILY102 THE DAILY LOCAL	343.00	3336
11/18/24		DELAW030 DELAWARE VALLEY HEALTH TRUST	55,368.73	3336
11/18/24		EAGLHARD EAGLE HARDWARE	107.11	3336
11/18/24		ECRAI010 E.CRAIG KALEMJIAN, ESQ.	3,150.00	3336
11/18/24		EDMUN010 EDMUND GOVTECH	12,116.24	3336
11/18/24		EXTON010 EXTON REGION CHAMBER OF COMMER	210.00	3336
11/18/24		FISHE010 FISHER & SON COMPANY, INC.	210.00	3336
11/18/24		FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR	56.00	3336
11/18/24		GAPPOWER GAP POWER	82.45	3336
11/18/24		GENSERVE GENSERVE, LLC	685.00	3336
11/18/24		GENVFARM GEN V FARMS	137.50	3336
11/18/24		GILMO020 GILMORE & ASSOCIATES, INC	8,031.79	3336
11/18/24		HATH0010 H.A. THOMSON	2,486.00	3336
11/18/24		HAWEI010 H.A. WEIGAND, INC.	301.50	3336
11/18/24		HELPNOW HELP-NOW,LLC	5,030.03	3336
11/18/24		HIGHW010 HIGHWAY MATERIALS, INC.	1,928.36	3336
11/18/24		KEENC010 KEEN COMPRESSED GAS COMPANY	53.74	3336
11/18/24		KEYSTCOL KEYSTONE COLLECTIONS GROUP	372.72	3336
11/18/24		KIMBALLW KIMBALL MIDWEST	688.76	3336
11/18/24		LEVEN010 LEVENGOOD SEPTIC SERVICE	693.00	3336
11/18/24		LUDWI060 LUDWIG'S CORNER SUPPLY CO.	104.85	3336
11/18/24		MAINL010 MAIN LINE CONCRETE & SUPPLY IN	1,860.00	3336
11/18/24		MARKH010 MARK HAGERTY	197.25	3336
11/18/24		MARTI010 MARTIN ENTERPRISES	693.50	3336
11/18/24		MCMAH010 BOWMAN CONSULTING GROUP, LTD	13,174.52	3336

Range of Checking Accts: GENERAL Report Type: All Checks			to GENERAL	Range of Check IDs: Report Format: Detail	Check Type: Computer: Y Manual: Y Dir Deposit: Y				
Check #	Check Date	Vendor PO #	Item Description	Amount Paid	Charge Account	Reconciled/Void Ref Num	Account Type	Contract	Ref Seq Acct
10/21/24 24-01450	JOHNEBLA JOHN EBLACKER 1	reimbursement for flyers		29.15	01-459-000-200 Supplies		Expenditure	10/31/24	3316 1 1
10/21/24 24-01451	WIGGISHR WIGGINS SHREDDING 1	eac - fall ewaste event		850.00	01-455-000-450 EAC - Contracted Services		Expenditure	10/31/24	3317 1 1
10/28/24 24-01456	TREASCC1 TREASURER COUNTY OF CHESTER 1	hazmat seminar 12/14/15		125.00	01-410-000-316 Training/Seminar		Expenditure		3322 1 1
11/01/24 24-01459	COMM0015 COMMONWEALTH OF PENNSYLVANIA 1	hauling app vin xx744683		100.00	01-438-000-450 Contracted Services		Expenditure		3325 1 1
24-01459	2	hauling app vin xx322503		100.00	01-438-000-450 Contracted Services		Expenditure		2 1
24-01459	3	hauling app vin xx457865		100.00	01-438-000-450 Contracted Services		Expenditure		3 1
				300.00					
11/01/24 24-01460	MARSHCR MARSH CREEK EAGLES 1	donation from stormchasers		500.00	01-495-000-000 Expense Reclass		Expenditure		3326 1 1
11/18/24 24-01466	ADVAN010 ADVANCED HORTICULTURAL SOLN 1	ff-lawn overseed		750.00	01-454-003-450 Contracted Services		Expenditure		3336 1 1
24-01466	2	hp-lawn overseed		2,250.00	01-454-002-450 Contracted Services		Expenditure		2 1
24-01466	3	ff-bio fert and weed turf		1,893.00	01-454-003-450 Contracted Services		Expenditure		3 1
24-01466	4	hp-bio fert turf		2,299.00	01-454-002-450 Contracted Services		Expenditure		4 1
24-01466	5	hp-gypsum pelleted		2,400.00	01-454-002-450 Contracted Services		Expenditure		5 1
24-01466	6	ff-gypsum pelleted		1,350.00	01-454-003-450 Contracted Services		Expenditure		6 1
24-01466	7	ff-hi-p soil balance turf		1,050.00	01-454-003-450 Contracted Services		Expenditure		7 1
24-01466	8	hp-hi-p soil balance turf		1,928.00	01-454-002-450 Contracted Services		Expenditure		8 1
24-01466	9	hp-liquid biological		996.00	01-454-002-450 Contracted Services		Expenditure		9 1
24-01466	10	ff-liquid biological		1,640.00	01-454-003-450 Contracted Services		Expenditure		10 1
				16,556.00					

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description								
11/18/24 24-01547	1	BIO-ONE OF CHESTER COUNTY hp-disinfect bathroom	250.00		01-454-002-450 Contracted Services	Expenditure		3336		150 1
11/18/24 24-01527	1	BRANDSPC BRANDYWINE VALLEY SPCA stray dog	250.00		01-422-000-530 Contributions/SPCA	Expenditure		3336		134 1
11/18/24 24-01556	1	BRIAN010 BRIAN HOSKINS FORD solenoid canister purge #322	334.46		01-410-000-235 Vehicle Maintenance	Expenditure		3336		161 1
24-01556	2	insp/emissions #3212	109.47		01-410-000-235 Vehicle Maintenance	Expenditure		3336		162 1
			443.93							
11/18/24 24-01528	1	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI twp-october monthly services	2,147.50		01-404-000-311 Non Reimbursable Legal	Expenditure		3336		135 1
24-01528	2	wertz farm	284.00		01-404-000-311 Non Reimbursable Legal	Expenditure		3336		136 1
24-01528	3	struble trail cu	279.50		01-408-000-305 Reimbursable CU	Expenditure		3336		137 1
24-01528	4	138 moore rd cu	131.00		01-408-000-305 Reimbursable CU	Expenditure		3336		138 1
			2,842.00							
11/18/24 24-01496	1	BUKAT010 JILL BUKATA psats forum	99.00		01-400-000-460 Meeting & Conferences	Expenditure		3336		76 1
11/18/24 24-01502	1	CAMPBANT ANTHONY CAMPBELL boots-2024 clothing allowance	129.99		01-413-000-200 Supplies	Expenditure		3336		86 1
11/18/24 24-01486	1	CARMKRES CARMEL KREMSE	90.00		01-409-003-200 Supplies	Expenditure		3336		54 1
11/18/24 24-01471	1	twp bldg - 3 holiday wreaths	108.00		01-438-000-245 Highway Supplies	Expenditure		3336		24 1
11/18/24 24-01473	1	CCSWA010 CCSWA disposal fee-2700 lbs	210.00		01-434-000-450 Contracted Services	Expenditure		3336		25 1
24-01473	2	CHARLHIG CHARLES A HIGGINS & SONS rt100/graphite-light maint.	2,445.00		01-434-000-450 Contracted Services	Expenditure		3336		26 1
			2,655.00							
11/18/24 24-01551	1	CHRISBOY CHRIS BOYLE LAW ENFORCEMENT 2025 case law updates/training	1,683.00		01-410-000-316 Training/Seminar	Expenditure		3336		156 1

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account	Type	Contract	Ref Seq	Acct
		EAGLE HARDWARE	Continued				
24-01492	2	hex bushing/nipple	49.49	01-438-000-200 Supplies	Expenditure	69	1
24-01492	3	concrete repair-10oz	11.98	01-454-003-200 Supplies	Expenditure	70	1
24-01492	4	squeez connector/in use cover	27.36	01-454-003-200 Supplies	Expenditure	71	1
24-01492	5	pic hang value pk	14.99	01-454-005-200 Supplies	Expenditure	72	1
			107.11				
	11/18/24	ECRAI010 E.CRAIG KALEMJIAN, ESQ.					3336
24-01506	1	keystone outdoor advertising	90.00	01-414-003-315 Legal Fees	Expenditure	92	1
24-01506	2	ship zoning hearing	1,485.00	01-414-003-301 Court Reporter Reimb	Expenditure	93	1
24-01506	3	ort zoning hearing	1,575.00	01-414-003-301 Court Reporter Reimb	Expenditure	94	1
			3,150.00				
	11/18/24	EDMUN010 EDMUND GOVTECH					3336
24-01479	1	2025-software maint 50%	6,058.12	01-407-000-220 Software	Expenditure	40	1
24-01479	2	2025-cloud hosting 50%	6,058.12	01-407-000-220 Software	Expenditure	41	1
			12,116.24				
	11/18/24	EXTON010 EXTON REGION CHAMBER OF COMMER					3336
24-01535	1	2025 region chamber membership	210.00	01-401-000-420 Dues/Subscriptions/Mem	Expenditure	145	1
	11/18/24	FISHE010 FISHER & SON COMPANY, INC.					3336
24-01493	1	trifecta per rye blend 50lbs	210.00	01-438-001-200 Supplies - Facilities	Expenditure	73	1
	11/18/24	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR					3336
24-01481	1	pd-september services	56.00	01-410-000-450 Contracted Services	Expenditure	44	1
	11/18/24	GAPPOWER GAP POWER					3336
24-01494	1	19oz & 3lb hammers	82.45	01-438-000-260 Small Tools & Equipment	Expenditure	74	1
	11/18/24	GENSERVE GENSERVE, LLC					3336
24-01482	1	preventative maint-pw garage	315.00	01-409-001-450 Contracted Services	Expenditure	45	1
24-01482	2	preventative maint-twp bldg	370.00	01-409-003-450 Contracted Services	Expenditure	46	1
			685.00				
	11/18/24	GENVFARM GEN V FARMS					3336
24-01483	1	trunk or treat - straw bails	137.50	01-454-001-201 Park & Rec Special Events	Expenditure	47	1

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
KIMBALL MIDWEST 24-V1499	3	wiper	Continued				
			152.16	01-438-000-200		Expenditure	83 1
				Supplies			
			<u>688.76</u>				
11/18/24 24-01501	1	LEVEN010 LEVENGOOD SEPTIC SERVICE hp-pumped holding tank	301.50	01-454-002-450		Expenditure	3336 84 1
24-01501	2	hp-pumped holding tank	391.50	01-454-002-450		Expenditure	85 1
			<u>693.00</u>				
11/18/24 24-01503	1	LUDWI060 LUDWIG'S CORNER SUPPLY CO. chalk	3.87	01-454-002-200		Expenditure	3336 87 1
24-01503	2	mop head, gas can	22.99	01-438-001-200		Expenditure	88 1
24-01503	3	bag seeder	77.99	01-454-001-200		Expenditure	89 1
			<u>104.85</u>				
11/18/24 24-01537	1	MAINL010 MAIN LINE CONCRETE & SUPPLY IN 10 yds concrete 4000 psi	1,860.00	01-454-002-250		Expenditure	3336 146 1
				Maintenance & Repairs			
11/18/24 24-01504	1	MARKH010 MARK HAGERTY michael and cheryl ort	122.25	01-414-003-301		Expenditure	3336 90 1
24-01504	2	court reporter services	75.00	01-414-001-301		Expenditure	91 1
			<u>197.25</u>				
11/18/24 24-01549	1	MARTI010 MARTIN ENTERPRISES annual fire extinguisher insp	693.50	01-438-000-450		Expenditure	3336 154 1
				Contracted Services			
11/18/24 24-01491	1	MCMAH010 BOWMAN CONSULTING GROUP, LTD traffic signal 31008-01-001	577.50	01-408-000-311		Expenditure	3336 59 1
24-01491	2	general consult 311430-01-001	1,696.25	01-408-000-313		Expenditure	60 1
24-01491	3	glg bid 311430-24-002	470.00	01-408-000-313		Expenditure	61 1
24-01491	4	rt 100 ped tasa design	2,588.30	01-408-000-313		Expenditure	62 1
24-01491	5	struble trail 311343-01-001	1,787.50	01-408-000-310		Expenditure	63 1
24-01491	6	rt 100 ped tasa design	4,817.47	01-408-000-313		Expenditure	64 1
24-01491	8	traffic signal 310018-01-001	577.50	01-408-000-311		Expenditure	65 1
24-01491	9	general consult 311430-01-001	110.00	01-408-000-313		Expenditure	66 1
				Non Reimbursable			

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Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq	Acct
11/18/24		NORMGLAS NORMAN T. GLASS "RESTORATIONS"						3336
24-01510	1	repair schoolhouse shutters	796.00		01-409-003-250	Expenditure	113	1
					Maintenance & Repairs			
11/18/24		PARECPAR PA RECREATION & PARK SOCIETY						3336
24-01548	1	2024 annual dues - tony	140.00		01-400-000-420	Expenditure	151	1
					Dues/Subscriptions/Mem			
24-01548	2	2024 annual dues - lindsay	115.00		01-400-000-420	Expenditure	152	1
24-01548	3	2024 annual dues - kyle	115.00		01-400-000-420	Expenditure	153	1
					Dues/Subscriptions/Mem			
			370.00					
11/18/24		PATURNPI PA TURNPIKE TOLL BY PLATE						3336
24-01559	1	ezpass expense	33.30		01-410-000-317	Expenditure	163	1
					Parking & travel			
11/18/24		PECO0010 PECO						3336
24-01561	1	520 milford rd-pump hse	48.10		01-409-004-360	Expenditure	165	1
					Utilities			
24-01561	2	341 fellowship rd-sports ltg	1,970.92		01-454-003-360	Expenditure	166	1
					Utilities			
24-01561	3	301 pottstown-upland barn	372.94		01-454-005-360	Expenditure	167	1
					Utilities			
24-01561	4	140 pottstown-street lights	457.29		01-409-003-360	Expenditure	168	1
					Utilities			
24-01561	5	140 pottstown-traffic lights	133.71		01-409-003-360	Expenditure	169	1
					Utilities			
24-01561	6	132 oscar way-pw bldg	401.78		01-409-001-360	Expenditure	170	1
					Utilities			
24-01561	7	351 park rd-hickory park	54.48		01-454-002-360	Expenditure	171	1
					Utilities			
24-01561	8	140 pottstown-twp bldg	879.00		01-409-003-360	Expenditure	172	1
					Utilities			
			4,318.22					
11/18/24		PITNEYGL PITNEY BOWES GLOBAL FINANCIAL						3336
24-01511	1	meter lease 9/26-12/25	204.00		01-401-000-215	Expenditure	114	1
					Postage			
11/18/24		POWERD2 POWER DMS, INC						3336
24-01546	1	2025 powertime subscription	3,431.75		01-407-000-220	Expenditure	148	1
					Software			
24-01546	2	2025 power standards pcpa memb	550.00		01-407-000-220	Expenditure	149	1
					Software			
			3,981.75					
11/18/24		PSATS010 PA ASSOCIATES OF TOWNSHIP SUPE						3336
24-01512	1	empc fall tabletop seminar	125.00		01-415-000-316	Expenditure	115	1
					Training/Seminar			

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Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description								
11/18/24	TONYSCHE	TONY SCHEIVERT						3336		
24-01516	1	telephone reimbursement	100.00		01-400-000-320 Telephone	Expenditure			121	1
11/18/24	TRIAD010	TRIAD TRUCK EQUIPMENT, INC.						3336		
24-01529	1	tailgate switch	164.00		01-438-000-235 Vehicle Maintenance	Expenditure			139	1
24-01529	2	air cylinder	316.00		01-438-000-235 Vehicle Maintenance	Expenditure			140	1
			480.00							
11/18/24	UWCHL010	UWCHLAN AMBULANCE CORPS						3336		
24-01545	1	semi-annual contribution #3	6,000.00		01-412-000-540 Uwchlan Ambulance	Expenditure			147	1
11/18/24	VERIZ010	VERIZON						3336		
24-01530	1	pw	156.41		01-409-001-320 Telephone	Expenditure			141	1
24-01530	2	milford	303.57		01-409-004-320 Telephone	Expenditure			142	1
			459.98							
11/18/24	VERIZF01	VERIZON						3336		
24-01531	1	ff	124.99		01-454-003-320 Telephone	Expenditure			143	1
11/18/24	VERIZOSP	VERIZON - SPECIAL PROJECTS						3336		
24-01550	1	november services	217.14		01-434-000-450 Contracted Services	Expenditure			155	1
11/18/24	YCG01	YCG, INC						3336		
24-01533	1	kustom signals tracker	364.00		01-410-000-450 Contracted Services	Expenditure			144	1
11/18/24	GAPPOWER	GAP POWER						3337		
24-01562	1	concrete buggy rental	767.50		01-438-000-450 Contracted Services	Expenditure			1	1
11/18/24	SWEETWAT	SWEETWATER NATURAL PRODUCTS LL						3338		
24-01563	1	hp-topsoil/fescue-rye	246.67		01-454-002-250 Maintenance & Repairs	Expenditure			1	1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	80	0	229,942.94	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	80	0	229,942.94	0.00

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids:  
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
11/01/24		STANDINS STANDARD INSURANCE COMPANY	3,709.71	3323
11/07/24		BANKAMER BANK OF AMERICA	7,811.34	3324
11/25/24		AQUAP010 AQUA PENNSYLVANIA	7,063.39	3328
11/04/24		WEXBANK WEX BANK	9,360.75	3329
11/18/24		LOWES020 LOWES BUSINESS ACCOUNT	812.50	3330

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
checks:	5	0	28,757.69	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>28,757.69</u>	<u>0.00</u>

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids:  
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	Contract	Ref Seq	Acct
PO #	Item	Description									
	11/01/24	STANDINS STANDARD INSURANCE COMPANY									3323
24-01457	1	admin	526.15		01-401-000-156 Employee Benefit Expens	Expenditure			1	1	
24-01457	2	pd	2,074.81		01-410-000-156 Employee Benefit Expense	Expenditure			2	1	
24-01457	3	codes	279.68		01-413-000-156 Employee Benefit Expens	Expenditure			3	1	
24-01457	4	public works	678.78		01-438-000-156 Employee Benefit Expense	Expenditure			4	1	
24-01457	5	facilities	150.29		01-438-001-156 Employee Benefit Expense	Expenditure			5	1	
				3,709.71							
	11/07/24	BANKAMER BANK OF AMERICA									3324
24-01458	1	amazon-100oz camelbak	66.02		01-410-000-238 Clothing/Uniforms	Expenditure			1	1	
24-01458	2	amazon-shoe polish	16.00		01-410-000-238 Clothing/Uniforms	Expenditure			2	1	
24-01458	3	amazon-polish applicator	7.99		01-410-000-238 Clothing/Uniforms	Expenditure			3	1	
24-01458	4	gordons sports	69.45		01-410-000-260 Small Tools & Equipment	Expenditure			4	1	
24-01458	5	amazon-vehicle cover	64.99		01-410-000-235 Vehicle Maintenance	Expenditure			5	1	
24-01458	6	amazon prime	14.99		01-410-000-420 Dues/Subscription/Memb	Expenditure			6	1	
24-01458	7	amazon-bench vice	87.96		01-410-000-235 Vehicle Maintenance	Expenditure			7	1	
24-01458	8	montesano-meeting	180.38		01-410-000-340 Public Relations	Expenditure			8	1	
24-01458	9	amazon-camera case	11.99		01-410-000-740 Computer/Furniture	Expenditure			9	1	
24-01458	10	msft	897.00		01-407-000-450 Contracted Services	Expenditure			10	1	
24-01458	11	msft	290.00		01-407-000-450 Contracted Services	Expenditure			11	1	
24-01458	12	adobe	19.99		01-407-000-220 Software	Expenditure			12	1	
24-01458	13	adobe	21.19		01-407-000-220 Software	Expenditure			13	1	
24-01458	14	adobe	21.19		01-407-000-220 Software	Expenditure			14	1	
24-01458	15	amazon-check security stampers	15.84		01-401-000-200 Supplies	Expenditure			15	1	
24-01458	16	amazon-colored printer paper	15.01		01-401-000-200 Supplies	Expenditure			16	1	
24-01458	17	lippert-trailer window/trim	72.21		01-415-000-200 Supplies	Expenditure			17	1	
24-01458	18	ez pass	315.00		01-410-000-317 Parking & travel	Expenditure			18	1	

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
		BANK OF AMERICA	Continued				
24-01458	45	eac grabber tools for cleanup	105.90	01-455-000-450 EAC - Contracted Services	Expenditure	45	1
24-01458	46	nudys-uwchlan twp mgr meeting	35.70	01-400-000-460 Meeting & Conferences	Expenditure	46	1
24-01458	47	visco-cyber security training	84.96	01-400-000-460 Meeting & Conferences	Expenditure	47	1
24-01458	48	holland bulbs-trunk or treat	455.75	01-455-000-450 EAC - Contracted Services	Expenditure	48	1
			7,811.34				
		11/25/24 AQUAP010 AQUA PENNSYLVANIA					3328
24-01462	1	217 hydrants	6,180.47	01-411-000-451 Hydrant expenses-Aqua	Expenditure	1	1
24-01462	2	31 hydrants	882.92	01-411-000-451 Hydrant expenses-Aqua	Expenditure	2	1
			7,063.39				
		11/04/24 WEXBANK WEX BANK					3329
24-01463	1	admin	181.94	01-401-000-230 Gasoline & oil	Expenditure	1	1
24-01463	2	pd	4,788.05	01-410-000-230 Gasoline & oil	Expenditure	2	1
24-01463	3	codes	325.49	01-413-000-230 Gasoline & oil	Expenditure	3	1
24-01463	4	pw	3,036.09	01-438-000-230 Gasoline & oil	Expenditure	4	1
24-01463	5	facilities	675.78	01-438-001-230 Gasoline & oil - Facilities	Expenditure	5	1
24-01463	6	municipal authority fuel	353.40	01-495-000-000 Expense Reclass	Expenditure	6	1
			9,360.75				
		11/18/24 LOWES020 LOWES BUSINESS ACCOUNT					3330
24-01464	1	trunk or treat tree & spider	94.96	01-454-001-201 Park & Rec Special Events	Expenditure	1	1
24-01464	2	quikrete 10oz self level gr	59.22	01-454-003-250 Maintenance & Repairs	Expenditure	2	1
24-01464	3	10.1 oz sika gray self level	92.84	01-454-003-250 Maintenance & Repairs	Expenditure	3	1
24-01464	4	quikrete 10in concrete	19.72	01-454-002-250 Maintenance & Repairs	Expenditure	4	1
24-01464	5	plumbers putty	22.54	01-454-003-250 Maintenance & Repairs	Expenditure	5	1
24-01464	6	multiple hardware & supplies	495.37	01-454-005-250 Repairs & Maint	Expenditure	6	1
24-01464	7	weatherproof plaster	27.85	01-454-003-250 Maintenance & Repairs	Expenditure	7	1
			812.50				

Range of Checking Accts: SOLID WASTE  
Report Type: All Checks

to SOLID WASTE Range of Check IDs:  
Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
11/18/24	AJBLO010	A.J. BLOSENSKI	84,258.60	3335
11/18/24	CAPJUNK	CAPTAIN JUNK	500.00	3335
11/18/24	CCSWA010	CCSWA	15,738.15	3335
11/18/24	STARPRIN	STAR PRINTING, INC	727.00	3335
11/18/24	TOTALREC	TOTAL RECYCLE	3,461.59	3335
11/18/24	TREAS010	TREASURER OF CHESTER COUNTY	2,325.06	3335

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	107,010.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>6</u>	<u>0</u>	<u>107,010.40</u>	<u>0.00</u>

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

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description			Contract	Ref Seq	Acct
11/18/24 24-01489	1	AJBL0010 A.J. BLOSENSKI november recycling service	27,198.60	05-427-000-460 Contracted Services - Recycling	Expenditure	3335 5	1
24-01489	2	november trash service	57,060.00	05-427-000-450 Contracted Services	Expenditure	6	1
			84,258.60				
11/18/24 24-01470	1	CAPJUNK CAPTAIN JUNK disposed of refridgerators (5)	500.00	05-427-000-450 Contracted Services	Expenditure	3335 1	1
11/18/24 24-01472	1	CCSWA010 CCSWA sw 10/23-10/30	6,127.10	05-427-000-700 Tipping Fees	Expenditure	3335 2	1
24-01472	2	sw 10/21-10/22	3,469.55	05-427-000-700 Tipping Fees	Expenditure	3	1
24-01472	3	sw 11/4-11/7	6,141.50	05-427-000-700 Tipping Fees	Expenditure	4	1
			15,738.15				
11/18/24 24-01520	1	STARPRIN STAR PRINTING, INC sw reminder letters & mailing	727.00	05-427-000-210 SW Print & Mail Costs	Expenditure	3335 7	1
11/18/24 24-01525	1	TOTALREC TOTAL RECYCLE october services	3,461.59	05-427-000-725 Tipping Fees - Recycling	Expenditure	3335 8	1
11/18/24 24-01536	1	TREAS010 TREASURER OF CHESTER COUNTY hazardous waste event	2,325.06	05-427-000-810 Hazardous Waste Event	Expenditure	3335 9	1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	107,010.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	107,010.40	0.00

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Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check IDs:

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
11/18/24		GBCONSTR G&B CONSTRUCTION GROUP INC	20,826.31	3334
11/18/24		GENVFARM GEN V FARMS	231.00	3334
11/18/24		HIGHW010 HIGHWAY MATERIALS, INC.	189.30	3334
11/18/24		KRUPA010 KRUPANSKY FENCE CO., LLC	6,727.50	3334
<hr/>				
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
Checks:		4	0	27,974.11
Direct Deposit:		0	0	0.00
Total:		<u>4</u>	<u>0</u>	<u>27,974.11</u>
<hr/>				

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Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check IDs:  
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				
11/18/24 24-01523		GBCONSTR G&B CONSTRUCTION GROUP INC 1 marsh creek watershed #5	20,826.31		08-446-005-600 Construction - Marsh Creek	Expenditure		3334		3	1
11/18/24 24-01484		GENVFARM GEN V FARMS 1 wr - straw bales	231.00		08-446-000-250 Maintenance & repair	Expenditure		3334		1	1
11/18/24 24-01544		HIGHW010 HIGHWAY MATERIALS, INC. 1 shea lane inlet repair	189.30		08-446-000-250 Maintenance & repair	Expenditure		3334		4	1
11/18/24 24-01500		KRUPA010 KRUPANSKY FENCE CO., LLC 1 collingwood terrace	6,727.50		08-446-000-450 Contracted services	Expenditure		3334		2	1
Report Totals				<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>				
		Checks:		4	0	27,974.11	0.00				
		Direct Deposit:		0	0	0.00	0.00				
		Total:		<u>4</u>	<u>0</u>	<u>27,974.11</u>	<u>0.00</u>				

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Check Register By Check ID

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Range of Checking Accts: CAPITAL  
Report Type: All Checks

to CAPITAL Range of Check IDs:  
Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
10/21/24	SIGNALCO SIGNAL CONTROL PRODUCTS, LLC		33,280.00	10/31/24
11/18/24	AXONENTE AXON ENTERPRISE, INC		11,352.67	3333
11/18/24	JLENTERT JL ENTERTAINMENT DESIGNS		4,475.00	3333
11/18/24	WILLI020 WILLIAM WOOD CO		1,250.00	3333
11/18/24	YSM	YSM	30,682.79	3333

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	81,040.46	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>81,040.46</u>	<u>0.00</u>

November 14, 2024  
10:42 AM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: \_\_\_\_-\_\_\_\_\_  
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			
24-01449	10/21/24	SIGNALCO SIGNAL CONTROL PRODUCTS, LLC	33,280.00		30-502-434-700 Capital-Signals	Expenditure		10/31/24		3315 1 1
24-01558	11/18/24	AXONENTE AXON ENTERPRISE, INC	11,352.67		30-410-000-700 Capital Purchases - Police	Expenditure				3333 4 1
24-01557	11/18/24	JLENTERT JL ENTERTAINMENT DESIGNS	4,475.00		30-454-004-700 Capital Purchases - Upland	Expenditure				3333 3 1
24-01532	11/18/24	WILLI020 WILLIAM WOOD CO	1,250.00		30-454-000-700 Capital Purchases - All Parks	Expenditure				3333 1 1
24-01534	11/18/24	YSM YSM	30,682.79		30-454-001-600 Capital Construction - Hickory	Expenditure				3333 2 1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	81,040.46	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	81,040.46	0.00

November 14, 2024  
10:44 AM

Upper Uwchlan Township  
Check Register By Check ID

Page No: 1

Range of Checking Accts: DEV ESCROW  
Report Type: All Checks

to DEV ESCROW Range of Check IDs:  
Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
11/18/24	ARROCO10	ARRO CONSULTING, INC.	124.00	3332
11/18/24	BUCKL010	BUCKLEY, BRION, MCGUIRE, MORRI	821.00	3332
11/18/24	CHRISFRA	CHRISTOPHER FRANTZ	360.00	3332
11/18/24	ECRAI010	E.CRAIG KALEMJIAN, ESQ.	2,925.00	3332
11/18/24	GILMO020	GILMORE & ASSOCIATES, INC	13,562.38	3332
11/18/24	MCMAH010	BOWMAN CONSULTING GROUP, LTD	5,321.89	3332
<hr/>				
Report Totals			<u>Paid</u>	<u>Amount Paid</u>
Checks:			6	23,114.27
Direct Deposit:			0	0.00
Total:			<u>6</u>	<u>23,114.27</u>
			<u>0</u>	<u>0.00</u>

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids:  
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								
24-01538	11/18/24	ARROC010 ARRO CONSULTING, INC.		124.00	248-1-035	Project		3332		
		1 preserve-mckee			THE PRESERVE @ MARSH CREEK CON			1	1	
24-01540	11/18/24	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI		82.50	248-1-035	Project		3332		
		1 preserve-fetters			THE PRESERVE @ MARSH CREEK CON			8	1	
24-01540	2	planebrook/241 park rd		86.00	248-054	Project			9	1
					241 PARK ROAD					
24-01540	3	greenridge		43.00	248-052	Project			10	1
					100 GREENRIDGE ROAD					
24-01540	4	rockhill/500 pottstown		64.50	248-051	Project			11	1
					ROCKHILL REAL ESTATE ENTERPRIS					
24-01540	5	eagleview lot 1a		21.50	248-049	Project			12	1
					EAGLEVIEV LOT 1A					
24-01540	6	senn/480 pottstown		523.50	248-056	Project			13	1
					OSCAR SENN IRREVOCABLE TRUST					
				821.00						
24-01542	11/18/24	CHRISFRA CHRISTOPHER FRANTZ		360.00	248-035	Project		3332		
		1 preserve-mckee			THE PRESERVE @ MARSH CREEK SEW			15	1	
24-01541	11/18/24	ECRAI010 E.CRAIG KALEMJIAN, ESQ.		2,925.00	248-051	Project		3332		
		1 rockhill/500 pottstown pk			ROCKHILL REAL ESTATE ENTERPRIS			14	1	
24-01543	11/18/24	GILMO020 GILMORE & ASSOCIATES, INC		38.75	248-1-038	Project		3332		
		1 enclave-5c2a			ENCLAVE at CHESTER SPRINGS sit			16	1	
24-01543	2	eagleview lot 1a		1,066.70	248-049	Project			17	1
					EAGLEVIEV LOT 1A					
24-01543	3	eagleview lot 1c		77.50	248-025	Project			18	1
					Eagleview Lot 1C					
24-01543	4	preserve phase 11 toll		3,989.45	248-1-035	Project			19	1
					THE PRESERVE @ MARSH CREEK CON					
24-01543	5	preserve phase 111 toll		1,717.95	248-3-035	Project			20	1
					PMC CONSTRUCTION PHASE III					
24-01543	6	preserve		1,075.15	248-1-035	Project			21	1
					THE PRESERVE @ MARSH CREEK CON					
24-01543	7	rockhill / 500 pottstown pk		4,252.23	248-051	Project			22	1
					ROCKHILL REAL ESTATE ENTERPRIS					
24-01543	8	planebrook / 241 park		910.70	248-054	Project			23	1
					241 PARK ROAD					
24-01543	9	prosperity 5c 2b		162.70	248-046	Project			24	1
					Prosperity Byers 5C 2B					
24-01543	10	senn / 480 pottstown pk		271.25	248-056	Project			25	1
					OSCAR SENN IRREVOCABLE TRUST					
				13,562.38						

November 14, 2024  
10:39 AM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids:  
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
11/15/24	AFLAC010	AFLAC	652.34	3327
Report Totals				
checks:	1	0	652.34	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	652.34	0.00

November 14, 2024  
10:40 AM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

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

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description			Contract	Ref Seq	Acct
11/15/24	AFLAC010	AFLAC					3327
24-01461	1	payroll benefit deduction	652.34	01-221-000-000 Benefit Deduction- Aflac (AFL)	Expenditure		1 1

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	652.34	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>652.34</u>	<u>0.00</u>



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: Jill Bukata, Township Treasurer

RE: Status Update

DATE: November 18, 2024

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#### **Finance has worked on the following items during the month**

- Received and processed 153 trash and 1,454 sewer payments (10/1/2024 to 10/31/2024)
- Continued working on the 2025 Budget

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#### **Highlights of the October, 2024 financial statements**

- The balance sheet remains strong with cash of nearly **\$11.7 million** - of that amount **approximately \$4.9 million** is not available for the routine operations of the Township as it is reserved for specific purposes, ie. Liquid Fuels and Act 209 for highways, Turf Field for replacement of the Turf Field, Capital Projects for capital improvements etc.
- Combined revenue and expense status (General Fund & Solid Waste Fund):

○ Percentage through the year	83.3%	
○ YTD revenues	\$ 8,784,141	93.0%
○ YTD expenses	\$ 7,760,299	81.2%
○ YTD net income	\$ 1,023,842	(before transfers)
○ YTD transfers out	\$ (672,329)	
○ <b>YTD net income (after transfers)</b>	<b>\$ 351,513</b>	
○ Budgeted 2024 net income/(loss)	\$ (112,767)	(before transfers)
○ Budgeted 2024 net income (after)	\$ (562,767)	(after transfers)
- YTD EIT revenues as of October 31 are \$96,000 less than at the end of October, 2023. As of November 14, receipts are \$16,000 less than the 2024 Budget.
- I would like to point out that the First Resource CD for Meadow Creek matured in late October. Upon maturity, the funds were deposited into the General Fund account at First Resource since the Township maintains the bank account for Meadow Creek at Meridian. The funds were transferred to the appropriate Meridian bank account in November.

**Upper Uwchlan Township  
Treasurer's Report**

**Cash Balances  
As of October 31, 2024**

**General Fund**

Meridian Bank	\$ 4,858,878
Meridian Bank - Payroll	64,663
Meridian Bank - ARPA Funds	424,562
Meridian Bank MMA - restricted	40,265
Meridian Bank-restricted-Meadow Creek	8,188
First Resource Bank	1,292,045
Fulton Bank	(318)
First Resource Bank - Turf Field	289,920
Petty cash	300
<b>Total General Fund</b>	<b>6,978,503</b>

Certificate of Deposit - 1/2/2026 (First Resource)	280,647
Certificate of Deposit - Fulton	267,428
Certificate of Deposit - ARPA	265,552
Certificate of Deposit - Meadow Creek	-
<b>Total General Fund</b>	<b>813,627</b>

**Total General Fund** \$ 7,792,130

**Solid Waste Fund**

Meridian Bank - Solid Waste	127,940
First Resource Bank	724,090
Fulton Bank - Solid Waste	25
<b>Total Solid Waste Funds</b>	<b>852,055</b>

**Total Solid Waste Fund** 852,055

**Liquid Fuels Fund**

First Resource Bank/Fulton	578,847
Certificate of Deposit -	538,517
<b>Total Liquid Fuels Fund</b>	<b>1,117,364</b>

**Capital Projects Fund**

First Resource Bank	36,721
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	-
<b>Total Capital Projects Fund</b>	<b>41,831</b>

**Total Capital Projects Fund** 41,831

**Act 209 Impact Fund**

First Resource Bank	56,402
Certificate of Deposit - First Resource	1,071,840
<b>Total Act 209 Impact Fund</b>	<b>1,128,242</b>

**Total Act 209 Impact Fund** 1,128,242

**Water Resource Protection Fund**

First Resource/Fulton	650,597
<b>Total Water Resource Protection Fund</b>	<b>650,597</b>

**Total Water Resource Protection Fund** 650,597

**Sewer Fund**

PSDLAF	84
First Resource Bank/Fulton Bank	111,451
<b>Total Sewer Fund</b>	<b>111,535</b>

**Total Sewer Fund** 111,535

<b>Total - Upper Uwchlan Township</b>	<b>\$ 11,693,753</b>
<b>Municipal Authority</b>	<b>\$ 7,204,906</b>
<b>Developer's Escrow Fund</b>	<b>\$ 367,855</b>

Upper Uwchlan Township  
Schedule of Investments

As of October 31, 2024

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<b><u>General Fund</u></b>						
General Fund	First Resource Bank	250,000.00 30,647.37	Certificate of Deposit Interest accrued	1/2/2026	4.500%	250,000.00 30,647.37
	Accrued interest - YTD	<u>280,647.37</u>				<u>280,647.37</u>
General Fund	Fulton Bank	250,000.00 7,808.24	Certificate of Deposit Interest accrued	5/19/2025	4.450%	250,000.00 7,808.24
	Accrued interest - YTD	<u>9,620.26</u> <u>267,428.50</u>				<u>9,620.26</u> <u>267,428.50</u>
General Fund - ARPA	Presence Bank	250,000.00 5,309.22	Certificate of Deposit Interest accrued	4/18/2025	5.050%	250,000.00 5,309.22
	Accrued interest - YTD	<u>10,242.46</u> <u>265,551.68</u>				<u>10,242.46</u> <u>265,551.68</u>
General Fund - Meadow Creek	First Resource Bank		Certificate of Deposit	10/28/2024	4.850%	-
	Accrued interest - YTD		Interest accrued			-
		<u>-</u>				<u>-</u>
<b><u>Liquid Fuels Fund</u></b>						
Liquid Fuels	Presence Bank	500,000.00 11,177.64	Certificate of Deposit Interest accrued	4/18/2025	5.050%	500,000.00 11,177.64
	Accrued interest - YTD	<u>27,339.51</u> <u>538,517.15</u>				<u>27,339.51</u> <u>538,517.15</u>
<b><u>Act 209 Fund</u></b>						
Act 209	First Resource Bank	1,047,633.90	Certificate of Deposit	10/28/2024	4.750%	1,047,633.90
	Accrued interest - YTD	<u>24,205.60</u> <u>1,071,839.50</u>	Interest accrued			<u>24,205.60</u> <u>1,071,839.50</u>
<b><u>Sewer Fund - General Obligation Bonds (2014 Bonds)</u></b>						
Sewer Fund	PSDLAF	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)		0.02%	-
		<u>83.59</u>				<u>83.59</u>
<b><u>Capital Fund</u></b>						
Capital Fund	PSDLAF	5,109.71	Collateralized CD Pool		0.100%	5,109.71
		<u>5,109.71</u>				<u>5,109.71</u>
	Fulton Bank - 2019	0.55				0.55
		<u>0.55</u>				<u>0.55</u>
	Total Capital Fund	<u>5,110.26</u>				<u>5,110.26</u>

Upper Uwchlan Township  
 Accounts Receivable  
 As of October 31, 2024

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

Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 10/31/2024	Total Amount Due 9/30/2024	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Alpha Phylte Fitness	827.55	827.55	-	-	-	827.55	-	827.55
Chester Co./Struble	3,405.22	3,405.22	-	-	-	3,405.22	-	3,405.22
Hankin	7,262.15	3,102.50	4,159.65	-	-	3,102.50	-	7,262.15
Montesano	1,774.96	1,774.96	-	-	-	1,774.96	-	1,774.96
Toll Brothers - Greenbridge Rd	2,562.30	2,562.30	-	-	-	2,562.30	-	2,562.30
Natural Lands Trust	24,194.52	24,194.52	-	-	-	24,194.52	-	24,194.52
Wertz Farm	-	-	-	-	-	-	-	-
Moser	642.50	642.50	-	-	-	642.50	-	642.50
Balance at October 31, 2024	<b>\$ 40,669.20</b>	<b>\$ 36,509.55</b>	<b>\$ 4,159.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,509.55</b>	<b>\$ -</b>	<b>\$ 40,669.20</b>

Upper Uwchlan Township  
 Accounts Receivable  
 As of October 31, 2024

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

	Total Amount 10/31/2024	Total Amount 9/30/2024	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
GEYA Soccer	-	-	-	-	-	-	-	-
Next Level Sports	40.00	40.00	-	-	-	40.00	-	40.00
Downington Dawgs Lacrosse	220.00	220.00	-	-	-	220.00	-	220.00
LYA LAX	-	-	-	-	-	-	-	-
Freedom LAX	-	-	-	-	-	-	-	-
Downington Rugby	330.00	330.00	-	330.00	-	-	-	330.00
<b>Balance at October 31, 2024</b>	<b>\$ 590.00</b>	<b>\$ 590.00</b>		<b>\$ 330.00</b>	<b>\$ -</b>	<b>\$ 260.00</b>	<b>\$ -</b>	<b>\$ 590.00</b>

Upper Uwchlan Township

Accounts Receivable

As of October 31, 2024

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

	Amount 10/31/2024	Amount 9/30/2024	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Franchise fees	48,000.00	48,000.00	-	48,000.00	-	-	-	48,000.00
Balance at October 31, 2024	\$ 48,000.00	\$ 48,000.00	-	48,000.00	-	-	-	48,000.00

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of October 31, 2024**

**ASSETS**

Cash		
01-100-000-100	General Checking - Fulton Bank	\$ (318.27)
01-100-000-150	General Checking - First Resource Bank	1,292,045.07
01-100-000-200	Meridian Bank	4,858,877.98
01-100-000-210	Meridian Bank - Payroll	64,662.69
01-100-000-220	Meridian Bank MMA - restricted	40,264.59
01-100-000-230	Meridian Bank - ARPA	424,562.17
01-100-000-250	Fulton Bank - Turf Field	-
01-100-000-255	First Resource Bank - Turf Field	289,920.01
01-100-000-260	Meridian Bank - Meadow Creek Lane	8,187.77
01-100-000-300	Petty Cash	300.00
	Total Cash	6,978,502.01
Investments		
01-120-000-100	Certificate of Deposit - First Resource	280,647.37
01-120-000-110	Certificate of Deposit - Fulton	267,428.50
01-120-000-120	Certificate of Deposit - Meadow Creek	-
01-120-000-130	Certificate of Deposit - ARPA	265,551.68
		813,627.55
Accounts Receivable		
01-145-000-020	Engineering Fees Receivable	9,191.77
01-145-000-021	Engineering Fees Receivable-CU	3,748.45
01-145-000-030	Legal Fees Receivable	27,737.98
01-145-000-040	R/E Taxes Receivable	-
01-145-000-050	Hydrant Tax Receivable	-
01-145-000-060	Domestic Relations Receivable	(42.46)
01-145-000-080	Field Fees Receivables	590.00
01-145-000-085	Turf Field Receivables	-
01-145-000-086	EIT Receivable	9,259.99
01-145-000-090	RE Transfer Tax Receivable	70,855.63
01-145-000-095	Misc accounts receivable	48,000.00
01-145-000-096	Traffic Signals Receivable	-
01-145-000-097	Advertising Fees Reimbursable	-
	Total Accounts Receivable	169,341.36
Other Current Assets		
01-130-000-001	Due From Municipal Authority	131,422.22
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	19,200.00
01-130-000-006	Due from Solid Waste Fund	19,162.79
01-130-000-007	Due from Water Resource Protection Fund	327,502.37
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	497,287.38
Prepaid Expense		
01-155-000-000	Prepaid expenses	-
	Total Prepaid Expense	-
	<b>Total Assets</b>	<b>\$ 8,458,758.30</b>

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of October 31, 2024**

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
01-200-000-000	Accounts Payable	
01-252-000-001	Deferred Revenues	869,813.62
	Total Accounts Payable	869,813.62

**Other Current Liabilities**

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	5,101.03
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	(1,250.17)
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	1,800.00
01-219-000-000	LST Tax Withheld	-
01-220-000-000	State Unemployment W/H	242.25
01-221-000-000	Benefit Deduction-Aflac	(681.24)
01-221-000-100	Benefit Deduction-Aflac After Tax	664.40
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	-
01-239-000-002	Due to MA Capital Fund	5,850.00
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	44,043.36
01-239-000-006	Due to Solid Waste Fund	2,559.16
01-239-000-007	Due to Water Resource Protection Fund	225,476.55
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	283,805.34

**Total Liabilities** \$ **1,153,618.96**

**EQUITY**

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	6,313,454.21
	Current Period Net Income (Loss)	178,763.53
	Total Equity	7,305,139.34

**Total Fund Balance** \$ **7,305,139.34**

**Total Liabilities & Fund Balance** \$ **8,458,758.30**

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
01-301-000-010	Current Real Estate Taxes	\$ 1,088,111.13	\$ 1,127,000.00	\$ (38,888.87)	96.5%
01-301-000-013	Real Estate Tax Refunds	-	(3,000.00)	3,000.00	0.0%
01-301-000-030	Delinquent Real Estate Taxes	33,714.83	30,000.00	3,714.83	112.4%
01-301-000-071	Hydrant Tax	68,339.32	65,000.00	3,339.32	105.1%
01-301-000-072	Delinquent Hydrant Taxes	-	500.00	(500.00)	0.0%
01-310-000-010	Real Estate Transfer Taxes	598,529.92	675,000.00	(76,470.08)	88.7%
01-310-000-020	Earned Income Taxes	4,125,561.37	4,600,000.00	(474,438.63)	89.7%
01-310-000-021	EIT commissions paid	(50,578.76)	(62,560.00)	11,981.24	80.8%
01-320-000-010	Building Permits	359,099.55	535,000.00	(175,900.45)	67.1%
01-320-000-011	Building Permits - credit card fees	-	-	-	#DIV/0!
01-320-000-020	Use & Occupancy Permit	10,715.00	12,000.00	(1,285.00)	89.3%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,825.00	2,000.00	(175.00)	91.3%
01-320-000-050	Refinance Certification Fees	1,630.00	3,000.00	(1,370.00)	54.3%
01-321-000-080	Cable TV Franchise Fees	141,311.99	192,000.00	(50,688.01)	73.6%
01-331-000-010	Vehicle Codes Violation	65,791.77	75,000.00	(9,208.23)	87.7%
01-331-000-011	Reports/Fingerprints	5,505.71	2,000.00	3,505.71	275.3%
01-331-000-012	Solicitation Permits	985.00	500.00	485.00	197.0%
01-331-000-013	Donations for Jr Police Academy	1,300.00	-	1,300.00	#DIV/0!
01-331-000-050	Reimbursable Police Wages	3,566.82	5,000.00	(1,433.18)	71.3%
01-341-000-001	Interest Earnings	169,518.71	90,000.00	79,518.71	188.4%
01-342-000-001	Rental Property Income	20,000.00	24,000.00	(4,000.00)	83.3%
01-354-000-010	County Grants	29,941.22		29,941.22	#DIV/0!
01-354-000-020	State Grants	-		-	#DIV/0!
01-354-000-030	Police Grants	-		-	#DIV/0!
01-354-000-035	Other Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	6,500.00	(6,500.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	1,800.00	800.00	1,000.00	225.0%
01-355-000-005	State Aid, Police Pension	235,182.18	122,000.00	113,182.18	192.8%
01-355-000-006	State Aid, Non-Uniform Pension	97,629.00	60,000.00	37,629.00	162.7%
01-355-000-007	Foreign Fire Insurance Tax	117,433.22	110,000.00	7,433.22	106.8%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	6,309.00	6,000.00	309.00	105.2%
01-361-000-032	Fees from Engineering	4,741.75	40,000.00	(35,258.25)	11.9%
01-361-000-033	Admin Fees from Engineering	100.00	4,000.00	(3,900.00)	2.5%
01-361-000-035	Admin Fees from Legal	110.61	1,000.00	(889.39)	11.1%
01-361-000-036	Legal Services Fees	23,731.83	30,000.00	(6,268.17)	79.1%
01-361-000-038	Sale of Maps & Books	320.00	250.00	70.00	128.0%
01-361-000-039	Fire Inspection Fees	50.00	2,000.00	(1,950.00)	2.5%
01-361-000-040	Fees from Engineering - CU	2,261.90	5,000.00	(2,738.10)	45.2%
01-361-000-041	Property Inspection Fees	-	8,000.00	(8,000.00)	0.0%
01-361-000-042	Copies	48.16	100.00	(51.84)	48.2%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	500.00	(500.00)	0.0%
01-361-000-044	Fees from Advertising Reimbursables	-	-	-	#DIV/0!
01-367-000-010	Recreation Donations	500.00	-	500.00	#DIV/0!
01-367-000-014	Pavillion Rental	-	500.00	(500.00)	0.0%
01-367-000-020	Tennis Fees	-	-	-	#DIV/0!
01-367-000-021	Field Programs	28,795.00	35,000.00	(6,205.00)	82.3%
01-367-000-025	Turf Field Fees	26,030.00	50,000.00	(23,970.00)	52.1%
01-367-000-030	Community Events Donations	14,200.00	20,000.00	(5,800.00)	71.0%
01-367-000-040	History Book Revenue	120.00	200.00	(80.00)	60.0%
01-367-000-045	Upland Farms Barn Rental Fees	35,465.00	35,000.00	465.00	101.3%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	14,991.89	20,000.00	(5,008.11)	75.0%
01-380-000-010	Insurance Reimbursement	20,799.25	10,000.00	10,799.25	208.0%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
01-392-000-008	Municipal Authority Reimbursement	264,888.98	275,655.00	(10,766.02)	96.1%
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	314.65		314.65	#DIV/0!
	<b>Total Revenue</b>	<b>\$ 7,570,691.00</b>	<b>\$ 8,216,045.00</b>	<b>\$ (645,354.00)</b>	<b>92.1%</b>
<b>GENERAL GOVERNMENT</b>					
01-400-000-113	Supervisors Wages	\$ 9,750.00	\$ 9,750.00	-	100.0%
01-400-000-150	Payroll Tax Expense	745.92	746.00	(0.08)	100.0%
01-400-000-320	Telephone	1,595.54	2,000.00	(404.46)	79.8%
01-400-000-340	Public Relations	2,770.00	2,000.00	770.00	138.5%
01-400-000-341	Advertising	2,327.30	7,500.00	(5,172.70)	31.0%
01-400-000-342	Printing	7,940.25	5,000.00	2,940.25	158.8%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,707.00	2,945.00	(238.00)	91.9%
01-400-000-352	Insurance-Liability	21,396.80	21,397.00	(0.20)	100.0%
01-400-000-420	Dues/Subscriptions/Memberships	3,600.89	4,375.00	(774.11)	82.3%
01-400-000-460	Meeting & Conferences	7,223.63	6,000.00	1,223.63	120.4%
01-400-000-461	Bank Fees	10,063.79	15,000.00	(4,936.21)	67.1%
01-400-000-463	Misc expenses	6,160.90	2,000.00	4,160.90	308.0%
01-400-000-464	Wallace Twp. Tax Agreement	4,691.76	6,280.00	(1,588.24)	74.7%
		80,973.78	86,993.00	(6,019.22)	93.1%
<b>EXECUTIVE</b>					
01-401-000-100	Administration Wages	513,029.36	609,137.00	(96,107.64)	84.2%
01-401-000-150	Payroll Tax Expense	40,262.64	46,599.00	(6,336.36)	86.4%
01-401-000-151	PSATS Unemployment Compensation	2,670.77	2,695.00	(24.23)	99.1%
01-401-000-156	Employee Benefit Expense	54,640.73	80,612.00	(25,971.27)	67.8%
01-401-000-157	ACA Fees	299.46	240.00	59.46	124.8%
01-401-000-159	Employer HSA Contribution	11,200.00	11,200.00	-	100.0%
01-401-000-160	Non-Uniform Pension	58,081.88	58,088.00	(6.12)	100.0%
01-401-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	693.35	5,000.00	(4,306.65)	13.9%
01-401-000-181	Longevity Pay	6,000.00	7,950.00	(1,950.00)	75.5%
01-401-000-183	Overtime Wages	5,198.02	5,000.00	198.02	104.0%
01-401-000-200	Supplies	15,395.79	15,000.00	395.79	102.6%
01-401-000-205	Meals & Meal Allowances	79.39	200.00	(120.61)	39.7%
01-401-000-215	Postage	3,917.81	4,500.00	(582.19)	87.1%
01-401-000-230	Gasoline & Oil	1,723.96	2,200.00	(476.04)	78.4%
01-401-000-235	Vehicle Maintenance	807.99	1,000.00	(192.01)	80.8%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	6,127.76	8,000.00	(1,872.24)	76.5%
01-401-000-317	Parking/Travel	239.15	1,200.00	(960.85)	19.9%
01-401-000-322	Ipad Expenses	-	600.00	(600.00)	0.0%
01-401-000-352	Insurance - Liability	254.48	255.00	(0.52)	99.8%
01-401-000-353	Insurance-Vehicle	455.20	455.00	0.20	100.0%
01-401-000-354	Insurance-Workers Compensation	876.10	753.00	123.10	116.3%
01-401-000-420	Dues/Subscriptions/Memberships	7,081.24	6,100.00	981.24	116.1%
01-401-000-450	Contracted Services	15,552.82	16,000.00	(447.18)	97.2%
		744,587.90	896,784.00	(152,196.10)	83.0%

**Upper Uwchlan Township  
General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>AUDIT</b>					
01-402-000-450	Contracted Services	24,300.00	27,100.00	(2,800.00)	89.7%
		24,300.00	27,100.00	(2,800.00)	89.7%
<b>TAX COLLECTION</b>					
01-403-000-110	Deputy Treasurer Expense	12,708.61	11,000.00	1,708.61	115.5%
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	-	-	-	#DIV/0!
		12,708.61	11,000.00	1,708.61	115.5%
<b>LEGAL</b>					
01-404-000-305	Reimbursable Legal Fees - CU	340.50	500.00	(159.50)	68.1%
01-404-000-310	Reimbursable Legal Fees	5,599.50	9,500.00	(3,900.50)	58.9%
01-404-000-311	Non Reimbursable Legal	19,716.00	40,000.00	(20,284.00)	49.3%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		25,656.00	55,000.00	(29,344.00)	46.6%
<b>MUNICIPAL AUTHORITY ADMINISTRATOR</b>					
01-406-000-100	Administrator Wages	73,815.00	86,400.00	(12,585.00)	85.4%
01-406-000-101	Employee Cost Transferred to MA	(79,846.93)	(93,395.00)	13,548.07	85.5%
01-406-000-150	Payroll Tax Expense	5,646.93	6,610.00	(963.07)	85.4%
01-406-000-151	PSATS Unemployment Compensation	385.00	385.00	-	100.0%
		0.00	-	0.00	#DIV/0!
<b>TECHNOLOGY</b>					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	53,698.44	88,748.00	(35,049.56)	60.5%
01-407-000-222	Hardware	1,237.78	12,000.00	(10,762.22)	10.3%
01-407-000-240	Web Page	12,471.12	7,000.00	5,471.12	178.2%
01-407-000-450	Contracted Services	52,477.04	65,000.00	(12,522.96)	80.7%
		119,884.38	174,748.00	(54,863.62)	68.6%
<b>ENGINEERING</b>					
01-408-000-305	Reimbursable Conditional Use	716.40	25,000.00	(24,283.60)	2.9%
01-408-000-310	Reimbursable Engineering	7,874.10	75,000.00	(67,125.90)	10.5%
01-408-000-311	Traffic Engineering	21,159.45	25,000.00	(3,840.55)	84.6%
01-408-000-313	Non Reimbursable Engineering	81,469.30	30,000.00	51,469.30	271.6%
01-408-000-365	Act 209	-	-	-	-
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	21,279.29	10,000.00	11,279.29	212.8%
01-408-000-368	MS4 Expenses	7,982.55	-	7,982.55	#DIV/0!
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	-	-	-	#DIV/0!
		140,481.09	169,500.00	(29,018.91)	82.9%
<b>TOWNSHIP PROPERTIES</b>					
<i>Public Works Building</i>					
01-409-001-200	Supplies	2,009.02	2,000.00	9.02	100.5%
01-409-001-231	Propane & heating - PW bldg	5,174.72	15,000.00	(9,825.28)	34.5%
01-409-001-250	Maint & Repair	2,989.41	20,500.00	(17,510.59)	14.6%
01-409-001-320	Telephone	2,602.60	4,000.00	(1,397.40)	65.1%
01-409-001-351	Insurance - property	32,773.92	32,774.00	(0.08)	100.0%
01-409-001-360	Utilities	7,608.24	10,000.00	(2,391.76)	76.1%
01-409-001-450	Contracted Services	8,532.97	12,000.00	(3,467.03)	71.1%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b><u>Township Building</u></b>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	1,226.97	4,000.00	(2,773.03)	30.7%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	7,450.58	3,000.00	4,450.58	248.4%
01-409-003-320	Telephone	10,496.40	7,000.00	3,496.40	149.9%
01-409-003-351	Insurance Property	38,236.24	38,236.00	0.24	100.0%
01-409-003-360	Utilities	20,545.60	25,000.00	(4,454.40)	82.2%
01-409-003-450	Contracted Services	23,525.01	40,000.00	(16,474.99)	58.8%
<b><u>Milford Road</u></b>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	1,020.57	2,000.00	(979.43)	51.0%
01-409-004-250	Maintenance & Repairs	349.09	5,000.00	(4,650.91)	7.0%
01-409-004-320	Telephone	2,997.89	3,000.00	(2.11)	99.9%
01-409-004-351	Insurance - property	5,462.32	5,462.00	0.32	100.0%
01-409-004-360	Utilities	1,107.48	2,000.00	(892.52)	55.4%
01-409-004-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		174,109.03	241,472.00	(67,362.97)	72.1%
<b>POLICE EXPENSES</b>					
01-410-000-100	Police Wages	1,596,158.04	1,925,485.00	(329,326.96)	82.9%
01-410-000-110	Police Wages - WC reimbursement	-	-	-	#DIV/0!
01-410-000-150	Payroll Tax Expense	135,683.30	147,300.00	(11,616.70)	92.1%
01-410-000-151	PSATS Unemployment Compensation	6,609.97	7,315.00	(705.03)	90.4%
01-410-000-156	Employee Benefit Expense	355,282.55	390,278.00	(34,995.45)	91.0%
01-410-000-158	Medical Expense Reimbursements	6,358.88	10,000.00	(3,641.12)	63.6%
01-410-000-159	Employer HSA Contribution	52,800.00	49,600.00	3,200.00	106.5%
01-410-000-160	Pension Expense	393,809.20	393,158.00	651.20	100.2%
01-410-000-161	Pension Expense - Non Uniform	1,952.98	2,605.00	(652.02)	75.0%
01-410-000-165	Employer 457 Match	-	36,000.00	(36,000.00)	0.0%
01-410-000-174	Tuition Reimbursement	12,712.00	12,000.00	712.00	105.9%
01-410-000-181	Longevity Pay	26,300.00	33,300.00	(7,000.00)	79.0%
01-410-000-182	Education incentive	6,000.00	4,250.00	1,750.00	141.2%
01-410-000-183	Overtime - Patrol Functions	41,041.02	45,000.00	(3,958.98)	91.2%
01-410-000-184	Overtime - Shift Coverage	40,317.89	38,000.00	2,317.89	106.1%
01-410-000-185	Overtime - Holiday Worked	21,995.98	35,236.00	(13,240.02)	62.4%
01-410-000-186	PD Overtime Reimbursement	2,974.35	-	2,974.35	#DIV/0!
01-410-000-187	Courttime Wages	9,277.84	14,000.00	(4,722.16)	66.3%
01-410-000-190	ARPA - COVID Pay	12,975.00	-	12,975.00	#DIV/0!
01-410-000-191	Uniform/Boot Allowances	17,550.00	16,350.00	1,200.00	107.3%
01-410-000-200	Supplies	16,904.12	12,000.00	4,904.12	140.9%
01-410-000-215	Postage	760.00	750.00	10.00	101.3%
01-410-000-230	Gasoline & Oil	44,581.37	50,000.00	(5,418.63)	89.2%
01-410-000-235	Vehicle Maintenance	20,252.94	20,000.00	252.94	101.3%
01-410-000-238	Clothing/Uniforms	7,858.70	22,000.00	(14,141.30)	35.7%
01-410-000-250	Maintenance & Repairs	20,928.81	-	20,928.81	#DIV/0!
01-410-000-260	Small Tools & Equipment	28,818.60	20,000.00	8,818.60	144.1%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	12,141.83	15,000.00	(2,858.17)	80.9%
01-410-000-317	Parking & travel	489.77	1,000.00	(510.23)	49.0%
01-410-000-320	Telephone	4,701.11	7,000.00	(2,298.89)	67.2%
01-410-000-322	Ipad Expense	-	-	-	#DIV/0!
01-410-000-327	Radio Equipment M & R	926.95	1,000.00	(73.05)	92.7%
01-410-000-340	Public Relations	9,829.99	10,000.00	(170.01)	98.3%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD	2024	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-410-000-342	Police Accreditation	1,300.00	4,000.00	(2,700.00)	32.5%
01-410-000-352	Insurance - Liability	13,542.00	13,542.00	-	100.0%
01-410-000-353	Insurance - Vehicles	1,608.00	1,608.00	-	100.0%
01-410-000-354	Insurance - Workers Compensation	55,196.18	47,423.00	7,773.18	116.4%
01-410-000-420	Dues/Subscriptions/Memberships	698.90	1,000.00	(301.10)	69.9%
01-410-000-450	Contracted Services	40,853.97	59,224.00	(18,370.03)	69.0%
01-410-000-740	Computer/Furniture	6,577.49	8,000.00	(1,422.51)	82.2%
		3,027,769.73	3,453,424.00	(425,654.27)	87.7%

**FIRE/AMBULANCE**

01-411-000-354	Insurance - Workers Compensation	-	11,100.00	(11,100.00)	0.0%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	63,570.51	70,000.00	(6,429.49)	90.8%
01-411-001-001	Ludwigs	99,196.00	99,196.00	-	100.0%
01-411-001-002	Lionville	99,360.00	99,360.00	-	100.0%
01-411-001-003	Lionville Capital	-	-	-	100.0%
01-411-001-004	Glenmoore	11,435.00	11,435.00	-	100.0%
01-411-001-005	E. Brandywine	21,279.00	46,279.00	(25,000.00)	46.0%
01-411-001-006	Reimbursement - Uwchlan Township	7,105.62	2,300.00	4,805.62	308.9%
01-411-001-007	Reimbursement - East Brandywine Twp.	1,044.76	200.00	844.76	522.4%
01-411-002-530	Contributions-Fire Relief	117,433.23	110,000.00	7,433.23	106.8%
		420,424.12	449,870.00	(29,445.88)	93.5%

**AMBULANCE**

01-412-000-540	Uwchlan Ambulance	58,000.00	58,000.00	-	100.0%
01-412-000-544	Uwchlan Ambulance - Capital	26,000.00	-	26,000.00	#DIV/0!
		84,000.00	58,000.00	26,000.00	144.8%

**CODES ADMINISTRATION**

01-413-000-100	Code Adminstrator Wages	230,297.62	278,777.00	(48,479.38)	82.6%
01-413-000-150	Payroll Tax Expenses	18,439.14	21,326.00	(2,886.86)	86.5%
01-413-000-151	PSATS Unemployment Compensation	1,173.56	1,540.00	(366.44)	76.2%
01-413-000-156	Employee Benefit Expense	40,701.36	49,641.00	(8,939.64)	82.0%
01-413-000-159	Employer HSA Contribution	8,000.00	8,000.00	-	100.0%
01-413-000-160	Pension	31,803.54	31,805.00	(1.46)	100.0%
01-413-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-413-000-181	Longevity Pay	5,700.00	5,700.00	-	100.0%
01-413-000-183	Overtime	1,795.79	2,000.00	(204.21)	89.8%
01-413-000-200	Supplies	334.10	2,000.00	(1,665.90)	16.7%
01-413-000-230	Gasoline & Oil	2,724.72	3,400.00	(675.28)	80.1%
01-413-000-235	Vehicle Maintenance	270.03	1,500.00	(1,229.97)	18.0%
01-413-000-316	Training/Seminar	503.00	3,000.00	(2,497.00)	16.8%
01-413-000-317	Parking/Travel	91.92	250.00	(158.08)	36.8%
01-413-000-320	Telephone	595.54	3,000.00	(2,404.46)	19.9%
01-413-000-322	Ipad Expense	-	-	-	#DIV/0!
01-413-000-352	Insurance - Liability	254.52	255.00	(0.48)	99.8%
01-413-000-353	Insurance - Vehicle	455.20	455.00	0.20	100.0%
01-413-000-354	Insurance - Workers Compensation	876.14	753.00	123.14	116.4%
01-413-000-420	Dues/Subscriptions/Memberships	1,734.24	1,500.00	234.24	115.6%
01-413-000-450	Contracted Services	1,195.00	5,600.00	(4,405.00)	21.3%
01-413-000-460	Meetings & Conferences	40.25	1,000.00	(959.75)	4.0%
		346,985.67	427,502.00	(80,516.33)	81.2%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>PLANNING &amp; ZONING</b>					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	427.70	500.00	(72.30)	85.5%
01-414-001-301	Court Reporter	855.00	1,500.00	(645.00)	57.0%
01-414-001-315	Legal Fees	-	3,000.00	(3,000.00)	0.0%
01-414-001-365	Comp Plan Update	25,993.66	25,000.00	993.66	104.0%
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	2,334.04	500.00	1,834.04	466.8%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		29,610.40	53,500.00	(23,899.60)	55.3%
<b>VILLAGE CONCEPT</b>					
01-414-002-367	General Planning	11,489.62	1,000.00	10,489.62	1149.0%
		11,489.62	1,000.00	10,489.62	1149.0%
<b>ZONING</b>					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	569.75	2,000.00	(1,430.25)	28.5%
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%
		569.75	9,800.00	(9,230.25)	5.8%
<b>EMERGENCY OPERATIONS</b>					
01-415-000-200	Supplies	1,829.39	3,100.00	(1,270.61)	59.0%
01-415-000-260	Small Tools & Equipment	3,561.34	12,500.00	(8,938.66)	28.5%
01-415-000-316	Training/Seminar	325.50	1,250.00	(924.50)	26.0%
01-415-000-317	Parking/Travel	44.54	500.00	(455.46)	8.9%
01-415-000-320	Telephone	-	250.00	(250.00)	0.0%
01-415-000-330	Other Services/Charges	75.32	350.00	(274.68)	21.5%
01-415-000-420	Dues/subscriptions/memberships	250.00	250.00	-	100.0%
01-415-000-450	Contracted Services	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	250.00	(250.00)	0.0%
		6,086.09	18,950.00	(12,863.91)	32.1%
<b>ANIMAL CONTROL/OTHER</b>					
01-422-000-530	Contributions - SPCA	8,065.00	9,200.00	(1,135.00)	87.7%
01-422-000-601	Contributions - DARC	24,189.00	25,398.00	(1,209.00)	95.2%
01-422-000-603	Downington Senior Center	-	2,000.00	(2,000.00)	0.0%
01-422-000-605	Natural Lands Trust	-	-	-	-
		32,254.00	36,598.00	(4,344.00)	88.1%
<b>SIGNS</b>					
01-433-000-200	Supplies	3,508.08	8,000.00	(4,491.92)	43.9%
01-433-000-450	Contracted Services	191.44	1,000.00	(808.56)	19.1%
		3,699.52	9,000.00	(5,300.48)	41.1%
<b>SIGNALS</b>					
01-434-000-450	Contracted Services	7,514.98	35,200.00	(27,685.02)	21.3%
		7,514.98	35,200.00	(27,685.02)	21.3%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>PUBLIC WORKS</b>					
01-438-000-100	Public Works Wages	445,504.34	528,236.00	(82,731.66)	84.3%
01-438-000-101	Employee Cost Allocated	(18,202.79)	(23,228.00)	5,025.21	78.4%
01-438-000-150	Payroll Tax Expense	36,774.19	40,410.00	(3,635.81)	91.0%
01-438-000-151	PSATS Unemployment Compensation	3,465.00	3,080.00	385.00	112.5%
01-438-000-156	Employee Benefit Expense	152,828.03	157,196.00	(4,367.97)	97.2%
01-438-000-159	Employer HSA Contribution	20,800.00	17,600.00	3,200.00	118.2%
01-438-000-160	Pension	39,477.82	39,471.00	6.82	100.0%
01-438-000-165	Employer 457 Match	-	14,000.00	(14,000.00)	0.0%
01-438-000-181	Longevity	5,850.00	6,750.00	(900.00)	86.7%
01-438-000-183	Overtime Wages	15,712.36	26,000.00	(10,287.64)	60.4%
01-438-000-200	Supplies	18,405.19	40,000.00	(21,594.81)	46.0%
01-438-000-205	Meals & Meal Allowances	93.07	600.00	(506.93)	15.5%
01-438-000-230	Gasoline & Oil	32,883.66	45,000.00	(12,116.34)	73.1%
01-438-000-235	Vehicle Maintenance	24,305.37	22,000.00	2,305.37	110.5%
01-438-000-238	Uniforms	5,780.35	6,000.00	(219.65)	96.3%
01-438-000-245	Highway Supplies	27,851.01	35,000.00	(7,148.99)	79.6%
01-438-000-260	Small Tools & Equipment	12,687.48	16,000.00	(3,312.52)	79.3%
01-438-000-316	Training/Seminar	4,495.61	7,500.00	(3,004.39)	59.9%
01-438-000-317	Parking & travel	238.37	800.00	(561.63)	29.8%
01-438-000-320	Telephone	1,769.84	4,300.00	(2,530.16)	41.2%
01-438-000-322	Ipad Expense	706.92	1,200.00	(493.08)	58.9%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	400.00	5,000.00	(4,600.00)	8.0%
01-438-000-352	Insurance - Liability	1,456.00	1,456.00	-	100.0%
01-438-000-353	Vehicle Insurance	1,820.80	1,821.00	(0.20)	100.0%
01-438-000-354	Insurance - Workers Compensation	15,770.36	13,550.00	2,220.36	116.4%
01-438-000-420	Dues and Subscriptions	600.88	400.00	200.88	150.2%
01-438-000-450	Contracted Services	3,750.46	98,600.00	(94,849.54)	3.8%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	-	-	#DIV/0!
		855,224.32	1,108,742.00	(253,517.68)	77.1%

<u>Public Works - Facilities Division</u>					
01-438-001-100	Wages	210,892.33	256,815.00	(45,922.67)	82.1%
01-438-001-101	Employee Costs Allocated	(174,951.84)	(233,204.00)	58,252.16	75.0%
01-438-001-150	Payroll Tax Expense	17,443.48	19,646.00	(2,202.52)	88.8%
01-438-001-151	PSATS Unemployment Compensation	3,178.48	2,830.00	348.48	112.3%
01-438-001-156	Employee Benefit Expense	24,548.23	44,429.00	(19,880.77)	55.3%
01-438-001-159	Employer HSA Contribution	8,000.00	8,000.00	-	100.0%
01-438-001-160	Pension Expense	15,661.58	15,663.00	(1.42)	100.0%
01-438-001-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	3,750.00	3,450.00	300.00	108.7%
01-438-001-183	Overtime Wages	8,992.81	8,000.00	992.81	112.4%
01-438-001-200	Supplies	1,080.65	2,500.00	(1,419.35)	43.2%
01-438-001-230	Gasoline & Oil	10,193.08	18,000.00	(7,806.92)	56.6%
01-438-001-235	Vehicle Maintenance	12,699.48	8,500.00	4,199.48	149.4%
01-438-001-238	Uniforms	168.27	1,500.00	(1,331.73)	11.2%
01-438-001-260	Small Tools & Equipment	207.46	500.00	(292.54)	41.5%
01-438-001-316	Training & Seminars	-	1,600.00	(1,600.00)	0.0%
01-438-001-352	Insurance - Liability	1,456.00	1,456.00	-	100.0%
01-438-001-353	Insurance - Vehicles	1,820.80	1,821.00	(0.20)	100.0%
01-438-001-354	Insurance - Workers Compensation	10,513.56	9,033.00	1,480.56	116.4%
01-438-001-450	Contracted Services	240.00	-	240.00	#DIV/0!
		155,894.37	176,539.00	(20,644.63)	88.3%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>ROAD CONSTRUCTION</b>					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>PARK &amp; RECREATION</b>					
<i>Parks - General</i>					
01-454-000-150	Scholarships for Youth Groups	-	-	-	#DIV/0!
01-454-001-101	Park wages allocation	174,951.84	233,204.00	(58,252.16)	75.0%
01-454-001-200	Supplies	16,840.24	18,000.00	(1,159.76)	93.6%
01-454-001-201	Park & Rec Special Events	11,188.03	21,000.00	(9,811.97)	53.3%
01-454-001-202	Community Day	35,944.87	30,000.00	5,944.87	119.8%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	224.35	4,000.00	(3,775.65)	5.6%
01-454-001-250	Maintenance & Repairs	-	1,000.00	(1,000.00)	0.0%
01-454-001-260	Small Tools & Equipment	5,973.41	6,500.00	(526.59)	91.9%
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	4,380.66	3,764.00	616.66	116.4%
01-454-001-420	Dues/Subscriptions/Memberships	35.00	300.00	(265.00)	11.7%
01-454-001-427	Waste Disposal	-	1,500.00	(1,500.00)	0.0%
01-454-001-450	Contracted Services	630.00	-	630.00	#DIV/0!
		250,168.40	320,268.00	(70,099.60)	78.1%
<b>HICKORY PARK</b>					
01-454-002-200	Supplies-Hickory	4,561.33	6,000.00	(1,438.67)	76.0%
01-454-002-231	Propane	218.96	3,000.00	(2,781.04)	7.3%
01-454-002-250	Maintenance & Repairs	6,020.60	8,000.00	(1,979.40)	75.3%
01-454-002-351	Insurance-Property	10,924.64	10,925.00	(0.36)	100.0%
01-454-002-360	Utilities	2,860.10	5,000.00	(2,139.90)	57.2%
01-454-002-450	Contracted Services	53,010.21	38,000.00	15,010.21	139.5%
		77,595.84	70,925.00	6,670.84	109.4%
<b>FELLOWSHIP FIELDS</b>					
01-454-003-200	Supplies	1,213.36	3,000.00	(1,786.64)	40.4%
01-454-003-250	Maintenance & Repairs	9,809.51	10,000.00	(190.49)	98.1%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	1,249.90	2,500.00	(1,250.10)	50.0%
01-454-003-351	Insurance Property	10,924.64	10,925.00	(0.36)	100.0%
01-454-003-360	Utilities	8,228.02	12,000.00	(3,771.98)	68.6%
01-454-003-450	Contracted Services	17,286.75	20,000.00	(2,713.25)	86.4%
		48,712.18	58,425.00	(9,712.82)	83.4%
<b>LARKINS FIELD</b>					
01-454-004-200	Supplies-Larkins	-	500.00	(500.00)	0.0%
01-454-004-250	Maintenance & Repair	485.76	500.00	(14.24)	97.2%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	1,950.00	3,000.00	(1,050.00)	65.0%
		2,435.76	4,000.00	(1,564.24)	60.9%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>UPLAND FARMS</b>					
01-454-005-200	Supplies	6,317.65	7,500.00	(1,182.35)	84.2%
01-454-005-231	Propane & Heating Oil	2,206.29	5,000.00	(2,793.71)	44.1%
01-454-005-250	Repairs & Maintenance	11,423.22	30,000.00	(18,576.78)	38.1%
01-454-005-351	Insurance - Building	10,924.64	10,925.00	(0.36)	100.0%
01-454-005-360	Utilities	21,256.00	15,000.00	6,256.00	141.7%
01-454-005-450	Contracted Services	26,923.50	20,000.00	6,923.50	134.6%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		79,051.30	88,425.00	(9,373.70)	89.4%
	<b>Total Parks and Recreation</b>	<b>457,963.48</b>	<b>542,043.00</b>	<b>(84,079.52)</b>	<b>84.5%</b>
<b>LIBRARY and EAC</b>					
01-455-000-450	EAC Contracted Services	5,692.44	10,000.00	(4,307.56)	56.9%
01-456-000-530	Library Contributions	-	5,000.00	(5,000.00)	0.0%
		5,692.44	15,000.00	(9,307.56)	37.9%
<b>HISTORICAL COMMISSIONS</b>					
01-459-000-200	Supplies	1,568.82	2,500.00	(931.18)	62.8%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	150.00	1,500.00	(1,350.00)	10.0%
		1,718.82	5,000.00	(3,281.18)	34.4%
	<b>Total Expenditures Before Operating Transfers</b>	<b>6,769,598.10</b>	<b>8,062,765.00</b>	<b>(1,293,166.90)</b>	<b>84.0%</b>
	<b>Excess of Revenues over Expenses Before Operating Transfers</b>	<b>801,092.90</b>	<b>153,280.00</b>	<b>647,812.90</b>	<b>522.6%</b>
<b>OPERATING TRANSFERS</b>					
	Transfer from Turf Field Cash account	-	-	-	#DIV/0!
01-492-000-030	Transfer to Capital Projects Fund	450,000.00	450,000.00	-	100.0%
01-492-000-031	Transfer to Solid Waste Fund	-	-	-	#DIV/0!
01-492-000-033	Transfer to Developer's Escrow Fund	-	-	-	#DIV/0!
01-492-000-034	Transfer to Act 209 Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Municipal Authority	-	-	-	#DIV/0!
01-492-000-036	Transfer to Water Resource Protection Fund	172,329.37	172,329.37	172,329.37	#DIV/0!
		622,329.37	450,000.00	172,329.37	138.3%
	<b>Total Expenditures after Operating Transfers</b>	<b>7,391,927.47</b>	<b>8,512,765.00</b>	<b>(1,120,837.53)</b>	<b>86.8%</b>
	<b>EXCESS OF REVENUES OVER EXPENSES</b>	<b>\$ 178,763.53</b>	<b>\$ (296,720.00)</b>	<b>\$ 475,483.53</b>	<b>-60.2%</b>

**Upper Uwchlan Township  
Liquid Fuels Fund  
Balance Sheet  
As of October 31, 2024**

**ASSETS**

Cash		
04-100-000-000	Cash - Fulton Bank	\$ (1.00)
04-100-000-100	Cash - First Resource Bank	<u>578,847.38</u>
	Total Cash	<u>578,846.38</u>
Investments		
04-120-000-100	Certificate of Deposit - Presence Bank	<u>538,517.15</u>
	Total Certificates of Deposit	<u>538,517.15</u>
Other Current Assets		
04-130-000-001	Due from General Fund	-
04-130-000-002	Due from Capital Fund	-
	Other Assets	<u>-</u>
	Total Other Current Assets	<u>-</u>
	<b>Total Assets</b>	<b>\$ 1,117,363.53</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
04-200-000-000	Accounts Payable	-
04-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
	Other Liabilities	-
04-230-000-010	Due To General Fund	-
04-252-000-000	Deferred Revenues	<u>-</u>
	Total Other Current Liabilities	<u>-</u>
	<b>Total Liabilities</b>	<b>-</b>

Equity		
04-272-000-001	Opening Balance Equity	192,790.66
04-272-000-002	Retained Earnings	1,017,302.35
04-272-000-003	Transfer from Other Funds	-
	Unrestricted Net Assets	-
	Current Period Net Income (Loss)	<u>(92,729.48)</u>
	Total Equity	<u>1,117,363.53</u>
	<b>Total Fund Balance</b>	<b>\$ 1,117,363.53</b>

**Total Liabilities & Fund Balance** **\$ 1,117,363.53**

**Upper Uwchlan Township**  
**Liquid Fuels Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
04-341-000-000	Interest Earnings	\$ 56,332.14	\$ 7,000.00	49,332.14	805%
04-355-000-002	Motor Fuel Vehicle Taxes	396,257.05	394,802.00	1,455.05	100%
04-389-000-001	Winter Snow Agreement	795.00	600.00	195.00	133%
04-389-000-002	Turnback Maintenance	14,520.00	14,520.00	-	100%
	<b>Total Revenues</b>	<b>\$ 467,904.19</b>	<b>\$ 416,922.00</b>	<b>\$ 50,982.19</b>	<b>1138%</b>
<b>EXPENDITURES</b>					
<b>Equipment</b>					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
<b>Snow</b>					
04-432-000-239	Snow & Ice Supplies	75,235.58	75,000.00	235.58	100%
04-432-000-250	Vehicle Maintenance & Repair	2,395.39	4,000.00	(1,604.61)	60%
04-432-000-450	Snow & Ice Contracted Services	13,792.51	24,000.00	(10,207.49)	57%
	Total Snow	91,423.48	103,000.00	(11,576.52)	218%
<b>Road Projects</b>					
04-438-000-239	Road Project Supplies	-	31,000.00	(31,000.00)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	-	31,000.00	(31,000.00)	#DIV/0!
<b>Highway Construction</b>					
04-439-001-250	Resurfacing	469,210.19	549,333.00	(80,122.81)	85%
04-439-002-250	Base Repairs - Pa. Drive	-	6,000.00	(6,000.00)	0%
	Total Highway Construction	469,210.19	555,333.00	(86,122.81)	0.85
	<b>Total Expenditures</b>	<b>\$ 560,633.67</b>	<b>\$ 689,333.00</b>	<b>\$ (128,699.33)</b>	<b>81%</b>
	<b>Excess of Revenues over Expenditures</b>	<b>\$ (92,729.48)</b>	<b>\$ (272,411.00)</b>	<b>\$ 179,681.52</b>	<b>34%</b>

**Upper Uwchlan Township**  
**Solid Waste Fund**  
**Balance Sheet**  
**As of October 31, 2024**

**ASSETS**

Cash		
05-100-000-010	Meridian Bank	\$ 127,940.09
05-100-000-030	Cash - Fulton Bank	24.87
05-100-000-120	Cash - First Resources	<u>724,089.55</u>
	Total Cash	852,054.51
Accounts Receivable		
05-130-000-045	WIPP Receivable from MA	103,246.24
05-145-000-010	Solid Waste Receivable	97,528.03
05-145-000-095	Misc. Receivable	<u>-</u>
		200,774.27
Other Current Assets		
05-130-000-010	Due from General Fund	2,559.16
05-130-000-020	Due from Capital Fund	-
05-130-000-050	Due from Municipal Authority	1,198.85
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	<u>-</u>
	Total Other Current Assets	3,758.01
	<b>Total Assets</b>	<b>\$ 1,056,586.79</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
05-200-000-020	Accounts Payable	-
05-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	-
Other Current Liabilities		
05-239-000-010	Due To General Fund	19,162.79
05-239-000-020	Due To Capital Fund	50,000.00
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	1,092.60
05-239-000-055	Due to Water Resource Protection Fund	279.86
05-252-000-010	Deferred Revenues	<u>90,318.41</u>
	Total Other Current Liabilities	160,853.66
	<b>Total Liabilities</b>	<b>160,853.66</b>

**Equity**

05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(261,620.18)
	Current Period Net Income (Loss)	<u>172,749.33</u>
	Total Equity	895,733.13
	<b>Total Fund Balance</b>	<b>\$ 895,733.13</b>

**Total Liabilities & Fund Balance** **\$ 1,056,586.79**

**Upper Uwchlan Township  
Solid Waste Fund  
Statement of Revenues and Expenditures  
For the Period Ending October 31, 2024**

GL Account #	Account Description	2024 YTD		AMENDED		Actual as % of Budget
		Actual	Budget	Over (Under) Budget		
<b>REVENUES</b>						
05-341-000-000	Interest Earnings	\$ 26,469.45	\$ 25,000.00	1,469.45		106%
05-364-000-010	Solid Waste Income	1,156,136.88	1,171,800.00	(15,663.12)		99%
05-364-000-015	Resident Refunds	(963.90)	(2,000.00)	1,036.10		48%
05-364-000-020	Recycling Income	-	5,000.00	(5,000.00)		0%
05-364-000-025	Hazardous Waste Event	1,911.26	2,000.00	(88.74)		96%
05-364-000-030	Leaf Bags Sold	145.50	500.00	(354.50)		29%
05-364-000-035	Scrap Metal Sold	691.60	500.00	191.60		138%
	Equipment Purchase Grant (Pa.)	-	-	-		#DIV/0!
05-364-000-040	Performance Grant	25,442.71	25,000.00	442.71		102%
05-380-000-000	Misc Income	3,616.80	-	3,616.80		#DIV/0!
	<b>Total Revenues</b>	<b>\$ 1,213,450.30</b>	<b>\$ 1,227,800.00</b>	<b>\$ (14,349.70)</b>		<b>#DIV/0!</b>
<b>EXPENDITURES</b>						
<b>Operations</b>						
05-427-000-101	Employee Cost Allocation	18,202.79	23,228.00	(5,025.21)		78%
05-427-000-150	Bank Fees	285.00	200.00	85.00		143%
05-427-000-200	Supplies	729.41	2,000.00	(1,270.59)		36%
05-427-000-210	Utility Billing Expenses	2,546.68	5,000.00	(2,453.32)		51%
05-427-000-220	Postage	3,173.50	2,300.00	873.50		138%
05-427-000-230	Toters	2,206.00	36,069.00	(33,863.00)		6%
05-427-000-314	Legal Fees	7,089.00	10,000.00	(2,911.00)		71%
05-427-000-316	Training & Seminars	-	500.00	(500.00)		0%
05-427-000-420	Dues/Subscriptions/Memberships	-	200.00	(200.00)		0%
05-427-000-450	Contracted Services - Solid Waste	477,509.44	575,250.00	(97,740.56)		83%
05-427-000-460	Contracted Services - Recycling	211,168.51	260,063.00	(48,894.49)		81%
05-427-000-700	Tipping Fees	234,908.90	317,550.00	(82,641.10)		74%
05-427-000-725	Tipping Fees - Recycling	30,994.91	67,500.00	(36,505.09)		46%
05-427-000-800	Recycling Disposal	-	9,000.00	(9,000.00)		0%
05-427-000-805	Electronic Waste Event	1,886.83	6,000.00	(4,113.17)		31%
05-427-000-810	Hazardous Waste Event	-	2,000.00	(2,000.00)		0%
	<b>Total Operations</b>	<b>990,700.97</b>	<b>1,316,860.00</b>	<b>(326,159.03)</b>		<b>75%</b>
<b>Operating Transfers</b>						
05-492-000-030	Transfer to Capital Fund	50,000.00	50,000.00	-		100%
	Transfer to General Fund	-	-	-		#DIV/0!
	<b>Total Operating Transfers</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>-</b>		<b>#DIV/0!</b>
	<b>Total Expenditures</b>	<b>\$ 1,040,700.97</b>	<b>\$ 1,366,860.00</b>	<b>\$ (326,159.03)</b>		<b>76%</b>
	<b>Excess of Revenues over Expenditures</b>	<b>\$ 172,749.33</b>	<b>\$ (139,060.00)</b>	<b>\$ 311,809.33</b>		<b>-124%</b>

**Upper Uwchlan Township  
Water Resource Protection Fund  
Balance Sheet  
As of October 31, 2024**

**ASSETS**

Cash		
08-100-000-100	Cash - Fulton Bank	
08-100-000-200	Cash - First Resources	\$ 650,597.06
	Total Cash	<u>650,597.06</u>
Other Current Assets		
08-130-000-010	Due from General Fund	225,476.55
08-130-000-020	Due from Municipal Authority	-
08-130-000-030	Due from Solid Waste Fund	279.86
08-145-000-095	Misc. Receivable	-
	Total Other Current Assets	<u>225,756.41</u>
	<b>Total Assets</b>	<b>\$ 876,353.47</b>

**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	327,502.37
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	-
	Total Other Current Liabilities	<u>327,502.37</u>
	<b>Total Liabilities</b>	<b>327,502.37</b>
Equity		
08-272-000-100	Unrestricted Net Assets	677,739.14
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	<u>(128,888.04)</u>
	Total Equity	<u>548,851.10</u>
	<b>Total Fund Balance</b>	<b>\$ 548,851.10</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 876,353.47</b>

**Upper Uwchlan Township**  
**Water Resource Protection Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
08-341-000-010	Interest Earnings	\$ 20,347.32	\$ 12,500.00	7,847.32	163%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	225,476.55	275,000.00	(49,523.45)	82%
08-361-000-100	Water Resource Protection Fees	-	186,000.00	(186,000.00)	0%
08-392-000-010	Transfer from the General Fund	172,329.37	-	172,329.37	#DIV/0!
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
08-395-000-000	Refund of Prior Year Expenditures	-	-	-	#DIV/0!
	Miscellaneous Revenue	-	-	-	#DIV/0!
<b>Total Revenues</b>		<b>\$ 418,153.24</b>	<b>\$ 473,500.00</b>	<b>\$ (55,346.76)</b>	<b>88%</b>
<b>EXPENDITURES</b>					
<b>Operations</b>					
08-404-000-310	Wage Allocation	-	-	-	#DIV/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	-	5,000.00	(5,000.00)	0%
08-408-000-020	Feasibility Studies	-	-	-	#DIV/0!
08-420-000-035	Permits	2,500.00	-	2,500.00	#DIV/0!
08-420-000-260	Small Tools & Equipment	287.09	1,500.00	(1,212.91)	19%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	25,291.39	27,112.00	(1,820.61)	93%
08-446-000-230	Gasoline & Oil	-	2,400.00	(2,400.00)	0%
08-446-000-235	Vehicle maintenance	7,245.88	4,250.00	2,995.88	170%
08-446-000-250	Maintenance & Repair	10,369.18	25,600.00	(15,230.82)	41%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	1,516.00	20,000.00	(18,484.00)	8%
08-446-000-600	Construction	-	-	-	#DIV/0!
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Marsh Creek	499,831.74	461,000.00	38,831.74	108%
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
<b>Total Operations</b>		<b>547,041.28</b>	<b>548,862.00</b>	<b>(1,820.72)</b>	<b>100%</b>
<b>Operating Transfers</b>					
Transfer to General Fund		-	-	-	#DIV/0!
<b>Total Operating Transfers</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Total Expenditures</b>		<b>\$ 547,041.28</b>	<b>\$ 548,862.00</b>	<b>\$ (1,820.72)</b>	<b>100%</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ (128,888.04)</b>	<b>\$ (75,362.00)</b>	<b>\$ (53,526.04)</b>	<b>171%</b>

**Upper Uwchlan Township**  
**Act 209 Fund**  
**Balance Sheet**  
**As of October 31, 2024**

**ASSETS**

Cash		
09-100-000-010	Cash - Fulton Bank	\$ -
09-100-000-020	Cash - First Resources	<u>56,401.92</u>
	Total Cash	<u>56,401.92</u>
Investments		
09-120-000-100	Certificate of Deposit	<u>1,071,839.50</u>
	Total Certificates of Deposit	<u>1,071,839.50</u>
Other Current Assets		
09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	<u>-</u>
	<b>Total Assets</b>	<b>\$ 1,128,241.42</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	<u>-</u>
	Total Other Current Liabilities	<u>-</u>
	<b>Total Liabilities</b>	<b>\$ -</b>

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	538,479.32
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	251,305.53
	Current Period Net Income (Loss)	38,856.38
	Total Equity	<u>1,128,241.42</u>
	<b>Total Fund Balance</b>	<b>\$ 1,128,241.42</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,128,241.42</b>

**Upper Uwchlan Township**  
**Act 209 Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 42,116.94	\$ 30,000.00	\$ 12,116.94	140.4%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	-	-	-	#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!
<b>Total Revenue</b>		<b>42,116.94</b>	<b>30,000.00</b>	<b>12,116.94</b>	<b>#DIV/0!</b>
09-427-000-150	Bank Fees	260.00	150.00		1.73
09-489-000-000	Arle Grant - Act 209	-	-	-	#DIV/0!
09-489-000-010	Engineering Fees	3,000.56	-	3,000.56	#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!
<b>Total Expenditures</b>		<b>3,260.56</b>	<b>150.00</b>	<b>3,000.56</b>	<b>#DIV/0!</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ 38,856.38</b>	<b>\$ 29,850.00</b>	<b>\$ 9,116.38</b>	<b>#DIV/0!</b>

**Upper Uwchlan Township**

**Sewer Fund**

**Balance Sheet**

**As of October 31, 2024**

**ASSETS**

Cash		
15-100-000-100	Cash - Fulton Bank	\$ -
15-100-000-110	Cash - First Resource Bank	111,450.82
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>111,534.41</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	26,377,547.00
15-163-000-110	Construction in Progress	74,706.00
15-163-000-200	Capital Assets - Expansion	116,592.00
15-163-000-500	Accumulated Depreciation	(5,953,761.08)
15-157-000-100	Discount on Bonds - Series of 2019	24,042.35
15-157-000-110	OID Amortization - Series of 2019	(3,989.55)
		<u>25,840,692.79</u>

**Total Assets** \$ 25,952,227.20

**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	-
15-258-000-045	Retainage Payable	-
15-258-000-100	Interest Payable on Bonds - 2014	-
15-258-000-105	Interest Payable on Bonds - 2019	85,143.25
15-258-000-110	Interest Payable on Bonds - Series A of 2019	47,697.90
	Total Accounts Payable	<u>132,841.15</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	-
15-261-000-105	General Obligation Bonds- Series of 2019	5,150,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	4,235,000.00
15-261-000-200	Premium on Bonds - Series of 2014	76,705.65
15-261-000-210	Premium on Bonds - Series A of 2019	139,547.90
15-261-000-250	Accrued Amortization on Bond Premium - 2014	-
15-261-000-260	Accrued Amortiz on Bond Premium - Series of 2019	(34,887.00)
		<u>9,566,366.55</u>

**Total Liabilities** 9,699,207.70

**Equity**

15-272-000-100	Unrestricted Net Assets	16,354,005.17
	Current Period Net Income (Loss)	(100,985.67)
	Total Equity	<u>16,253,019.50</u>

**Total Fund Balance** \$ 16,253,019.50

**Total Liabilities & Fund Balance** \$ 25,952,227.20

**Upper Uwchlan Township  
Sewer Fund  
Statement of Revenues and Expenditures  
For the Period Ending October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
15-341-000-000	Interest Earnings	\$ 3,443.36	\$ 4,000.00	(556.64)	86%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	\$ -	\$ -	\$ -	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	102,108.86	239,344.00	(137,235.14)	43%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	57,199.16	334,475.00	(277,275.84)	17%
<b>Total Revenues</b>		<b>\$ 162,751.38</b>	<b>\$ 577,819.00</b>	<b>\$ (415,067.62)</b>	<b>#DIV/0!</b>
 <b>EXPENDITURES</b>					
<b>General</b>					
15-400-000-461	Bank Fees	1,064.00	1,000.00	64.00	106%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		<b>1,064.00</b>	<b>2,000.00</b>	<b>(936.00)</b>	<b>1.06</b>
<b>Bond expenses</b>					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	170,223.46	204,344.00	(34,120.54)	83%
15-472-000-110	Bond Interest Expense - Series A of 2019	95,357.48	114,475.00	(19,117.52)	83%
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	414.68	829.00	(414.32)	50%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	(3,322.57)	(6,645.00)	3,322.43	50%
	Total Debt Expenses	<b>262,673.05</b>	<b>313,003.00</b>	<b>(53,238.06)</b>	<b>#DIV/0!</b>
<b>Other</b>					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Total Expenditures before Transfers</b>		<b>\$ 263,737.05</b>	<b>\$ 315,003.00</b>	<b>\$ (54,174.06)</b>	<b>84%</b>
<b>Transfers</b>					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
<b>Total Expenditures and Transfers</b>		<b>263,737.05</b>	<b>315,003.00</b>	<b>(54,174.06)</b>	<b>#DIV/0!</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ (100,985.67)</b>	<b>\$ 262,816.00</b>	<b>\$ (360,893.56)</b>	<b>-38%</b>

**Upper Uwchlan Township  
Capital Projects Fund  
Balance Sheet  
As of October 31, 2024**

**ASSETS**

Cash		
30-100-000-010	Cash - Fulton Bank	\$ (0.02)
30-100-000-015	Cash - First Resource Bank	36,720.97
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	0.55
	Total Cash	41,831.21
Accounts Receivable		
30-130-000-001	Due from General Fund	44,043.36
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	50,000.00
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	-
30-130-000-008	Due from MA Capital Fund	-
	Total Accounts Receivable	94,043.36
Other Current Asset		
30-155-000-000	Prepaid Expenses	50,780.00
30-191-000-000	Other Assets	-
	Total Other Current Asset	50,780.00
	<b>Total Assets</b>	<b>\$ 186,654.57</b>

**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	74,270.75
30-261-000-100	General Obligation Bonds - Series of 2019	4,730,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019	247,103.30
30-261-000-160	Accrued Amortization - Series of 2019	(61,775.81)
	Total Accounts Payable	4,989,598.24
Long Term Liabilities		
30-297-000-000	Other Liabilities	-
	Total Long Term Liabilities	-
Other Current Liabilities		
30-230-000-000	Due to General Fund	7,250.00
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	7,250.00
	<b>Total Liabilities</b>	<b>\$ 4,996,848.24</b>

Equity		
30-272-000-001	Opening Balance Equity	948,398.39
30-272-000-004	Unrestricted Net Assets	(5,684,769.61)
	Current Period Net Income (Loss)	(73,822.45)
	Total Equity	(4,810,193.67)
	<b>Total Fund Balance</b>	<b>\$ (4,810,193.67)</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 186,654.57</b>

**Upper Uwchlan Township**  
**Capital Projects Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
30-341-000-000	Interest Earnings	\$ 6,027.03	10,000.00	(3,972.97)	60%
30-354-000-010	Grant Revenue - County	11,050.36	-	11,050.36	#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	44,345.00	5,000.00	39,345.00	887%
30-392-000-001	Transfer from General Fund	450,000.00	450,000.00	-	100%
30-392-000-005	Transfer from Solid Waste Fund	50,000.00	-	50,000.00	#DIV/0!
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-000	Capital Income	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	-	-	-	#DIV/0!
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		561,422.39	570,800.00	(9,377.61)	98%
<b>Total Revenues</b>					
<b>CAPITAL EXPENSES</b>					
<b>Township Properties</b>					
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	44,998.00	103,000.00	(58,002.00)	44%
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	-	-	-	#DIV/0!
30-409-003-700	Capital Purchases - PW Bldg	19,392.00	-	19,392.00	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	Total Township	64,390.00	103,000.00	(38,610.00)	63%
<b>Police</b>					
30-410-000-700	Capital Purchases- Police	134,086.38	120,525.00	13,561.38	111%
	Future Purchase	-	-	-	#DIV/0!
		134,086.38	120,525.00	13,561.38	111%
<b>Codes</b>					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Emergency Management</b>					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Public Works</b>					
30-438-000-700	Capital Purchases-Vehicles	-	-	-	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	223,028.78	223,382.00	(353.22)	100%
	Total Public Works	223,028.78	223,382.00	(353.22)	#DIV/0!
<b>Roads</b>					
30-502-434-700	Traffic Signals	-	-	-	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	-	-	#DIV/0!
		-	-	-	#DIV/0!

**Upper Uwchlan Township**  
**Capital Projects Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending October 31, 2024**

<b>Parks</b>					
<i>All Parks</i>					
30-454-000-700	Capital Purchases - All Parks	13,850.20	14,069.00	(218.80)	98%
<i>Hickory Park</i>					
30-454-001-600	Capital Construction - Hickory	12,850.48	-	12,850.48	#DIV/0!
30-454-001-700	Capital Purchases - Hickory	-	-	-	#DIV/0!
<i>Fellowship Fields</i>					
30-454-002-600	Capital Construction - Fellowship	-	-	-	#DIV/0!
30-454-002-700	Capital Purchases - Fellowship	11,000.00	11,000.00	11,000.00	#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	33,675.00	-	33,675.00	#DIV/0!
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland	-	-	-	#DIV/0!
<i>Village of Eagle Pocket Park</i>					
30-506-000-100	Design	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	<b>Total Parks Capital</b>	<b>71,375.68</b>	<b>14,069.00</b>	<b>57,306.68</b>	<b>507%</b>
 <b>Trails</b>					
30-455-000-650	Grant-Trails/Bridge - Struble Trail	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	-	125,000.00	(125,000.00)	0%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	<b>Total Trails</b>	<b>-</b>	<b>125,000.00</b>	<b>(125,000.00)</b>	<b>0%</b>
 <b>Debt Service</b>					
30-472-000-100	Interest Expense - Series of 2019	148,541.58	185,000.00	(36,458.42)	80%
30-472-000-200	Cost of Issuance - Series of 2019	-	-	-	#DIV/0!
30-472-000-300	Bond Amortization Expense - Series of 2019	(6,177.58)	(12,355.00)	6,177.42	50%
30-500-471-003	Capital Lease - Principal	-	-	-	#DIV/0!
30-500-472-003	Capital Lease - Interest	-	-	-	#DIV/0!
	<b>Total Debt Service</b>	<b>142,364.00</b>	<b>172,645.00</b>	<b>(30,281.00)</b>	<b>82%</b>
 <b>Village Concept</b>					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
30-507-000-010	Misc Expenses	-	-	-	#DIV/0!
	<b>Total Expenditures before Operating Transfers</b>	<b>\$ 635,244.84</b>	<b>\$ 758,621.00</b>	<b>\$ (123,376.16)</b>	<b>84%</b>
 <b>Operating Transfers</b>					
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!
	<b>Total Operating Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
	<b>Excess of Revenues over Expenditures and Operating Transfers</b>	<b>\$ (73,822.45)</b>	<b>\$ (187,821.00)</b>	<b>\$ 113,998.55</b>	<b>39.30%</b>

**Upper Uwchlan Township  
Developers Escrow Fund  
Balance Sheet  
As of October 31, 2024**

**ASSETS**

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 9,406.72
40-100-000-200	Cash - First Resource Bank	358,449.24
	Total Cash	<hr/> 367,855.96
Other Current Assets		
40-130-000-010	Due from General Fund	(37.00)
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	<hr/> -
	Total Other Current Assets	<hr/> (37.00)
	<b>Total Assets</b>	<b>\$ 367,818.96</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
40-200-000-000	Accounts Payable	<hr/> -
	Total Accounts Payable	<hr/> -
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	-
40-248-000-004	Columbia Gas Transmission LLC	8,150.24
40-248-000-005	Chester County - Radio Tower	-
40-248-000-006	Executive Land Holdings	-
40-248-000-007	Park Road Townhomes	-
40-248-000-009	Open Community Corp.	(20,197.91)
40-248-000-010	Sunoco Reed Road	4,147.14
40-248-000-011	McHugh	-
40-248-000-012	Marsh Lea	-
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	-
40-248-000-015	McKee Fettlers	-
40-248-000-017	Vantage Point Retirement	4,613.88
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	-
40-248-000-020	Milford Rd. Associates	-
40-248-000-021	Townes at Chester Springs	-
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	20,658.65
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	(2,182.73)
40-248-000-026	Lot 1B Maintenance Area	4,176.02
40-248-000-027	122 Oscar Way	-
40-248-000-028	Commercial 5C	-
40-248-000-030	Profound Technologies	-
40-248-000-031	Windsor Baptist Church	4,837.76
40-248-000-032	Eagle Village Parking Expansion	-
40-248-000-033	Chester Springs Crossing	8.81
40-248-000-034	Starbucks @ Eaglepoint Village	-
40-248-000-035	The Preserve at Marsh Creek SD	(15,832.66)
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	5,253.74

**Upper Uwchlan Township  
Developers Escrow Fund  
Balance Sheet  
As of October 31, 2024**

40-248-000-039	164 Byers Rd QBD	910.46
40-248-000-040	Aurora Greenridge	-
40-248-000-041	Aurora Greenridge	-
40-248-000-042	DeWees 363 Byers Road	-
40-248-000-043	Black Horse Farm	-
40-248-000-044	Aecom Technology	-
40-248-000-045	11 Senn Drive Parking	409.67
40-248-000-046	Byers Station Parcel 5C Lot 2B	4,870.36
40-248-000-047	461 Font Road	-
40-248-000-048	301 Park Road	2,108.08
40-248-000-049	Eagleview Lot 1A	(2,811.59)
40-248-000-050	Eagle Animal Hospital	3,974.08
40-248-000-051	Rockhill Real Estate Enterprises	3,792.14
40-248-000-052	100 Greenridge Road	2,356.71
40-248-000-053	J Downend Landscaping	-
40-248-000-054	241 Park Road	1,206.99
40-248-000-055	Rotelle Development Co.	2,248.34
40-248-000-056	RDS Enterprises	3,746.70
40-248-001-019	Villages Dedication	24,691.29
40-248-001-032	Gunner Parking Exp Construction	-
40-248-001-033	Crossings Dedication	-
40-248-001-035	The Preserve at Marsh Creek Sewer	23,538.18
40-248-001-038	Enclave at Chester Springs site	49,809.70
40-248-001-046	Celebree Construction	-
40-248-001-054	241 PR Partners Traffic Impact	77,564.69
40-248-002-035	PMC Sewer Phase III	(2,642.82)
40-248-002-038	Enclave Station Blvd Improvements	157,473.15
40-248-003-035	PMC Construction Phase III	876.14

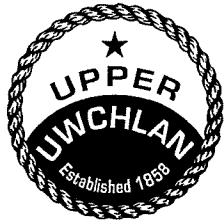
Total Other Current Liabilities \$ 367,818.96

40-258-000-000	Accrued Expenses	-
	<b>Total Liabilities</b>	<b>\$ 367,818.96</b>

Equity		
40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	-
	Total Equity	-
	<b>Total Fund Balance</b>	<b>\$ -</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 367,818.96</b>

**Upper Uwchlan Township**  
**Developers Escrow Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended October 31, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 9,438.30	\$ -	\$ 9,438.30	-
40-341-000-010	Interest Income - allocated to Developers	\$ (9,438.30)	\$ -	\$ (9,438.30)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
<b>Total Revenue</b>					
40-400-000-461	Bank Fees	-	-	-	-
<b>Total Expenditures</b>					
<b>Excess of Revenues over Expenditures</b>					



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisors**

**FROM:** **Jill Bukata**  
**Township Treasurer**

**RE:** **Transfer from Solid Waste Fund to Capital Fund**

**DATE:** **November 18, 2024**

---

The 2024 Budget includes a transfer from the Solid Waste Fund to the Capital Fund in the amount of \$50,000. As of September 30, 2024 the Capital Fund has a cash balance of approximately \$81,000, and is in need of replenishing to meet future capital expenses.

**I am respectfully requesting the Board to authorize transferring \$50,000 from the Solid Waste Fund to the Capital Fund at this time to pay for planned expenditures during the next few months.**



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisors**

**FROM:** **Jill Bukata**  
**Township Treasurer**

**RE:** **Transfer from General Fund to Capital Fund**

**DATE:** **November 18, 2024**

---

The Capital Fund has a bank balance of \$ 36,721.00 as of November 15, 2024 which is not sufficient to meet the principal and interest payment on the 2019 Bonds of \$324,125 which is due December 1, 2024, or to meet other expenses through the end of the year.

**I am respectfully requesting the Board to authorize transferring \$425,000 from the General Fund to the Capital Fund at this time. After paying the invoices of \$47,760 that you are approving tonight and making the bond payments, the Capital Fund would have a cash balance of \$186,629.**



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***ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP***

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**Date:** November 14, 2024

**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:

**500 Pottstown Pike (Rockhill Real Estate Enterprises)** – Land development plans have been submitted and reviewed by the consultants. The Applicant has elected to revise the plans to address the consultants' comments prior to appearing before the Planning Commission.

**Eagleview Lot 1A** – Clearing and preliminary construction has commenced.

**Byers Station (Parcel 5C – Lot 2B)- [Commercial] (Celebree)** – Construction has not actively begun but is anticipated later this month.

**Byers Station (Parcel 5C – Lot 2A)- [Enclave at Chester Springs]** – We have received a request from Toll Brothers for the release of cash escrow which was being held until the RRFB signal was energized and functioning. We have made a recommendation under separate cover.

**Construction continues at the following developments with no significant issues:**

- Preserve at Marsh Creek with no significant issues.
- 241 Park Road (Ducklings)
- Byers Station (Parcel 5C – Lot 2B)- [Commercial]



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## **DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP**

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**Date:** November 14, 2024

**To:** Board of Supervisors

**From:** David Leh, P.E.

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**Bold items have been additions since our last report.**

**100 Greenridge Road (Toll)** – The Board granted approval for the Conditional Use for a 64-home subdivision at their October 11<sup>th</sup>, 2022, meeting. Toll Brothers has now submitted Preliminary Land Development Plans for the project. Consistent with the conditional use approval, 64 homes are proposed. The Planning Commission accepted the plans at their April 13<sup>th</sup> 2023 meeting. The plans have been reviewed by the Township Consultants and a review letter has been issued. The Zoning Hearing Board's decision regarding the disturbance of Prohibitive Steep Slopes has been appealed.

**211 Byers Road – Eagle Animal Hospital** – The Applicant is proposing to construct a new 5,334 SF building and 36 space parking facility to replace the elements which were lost to the fire. The Board of Supervisors granted Preliminary Approval at their May 14<sup>th</sup> workshop meeting. The Board granted Final Plan Approval at their September 16<sup>th</sup> meeting.

**241 Park Road (Ducklings)** – The applicant has submitted a conditional use / land development application for the construction of a 6,000 SF daycare facility. The plans were reviewed by the Planning Commission at their January 11<sup>th</sup> meeting where no action was taken. The Board granted Preliminary / Final Approval at their August 19<sup>th</sup> meeting. Plans have now been recorded and construction has commenced.

**301 Park Road (PJ Reilly)** - A preliminary land development plan has been submitted by PJ Reilly Contractors for a new 8,400 SF office and equipment storage facility. The plan was reviewed by the consultants and the Planning Commission at their December 8<sup>th</sup> meeting. No action was taken. Revised plans were reviewed by The Planning Commission at their April 13, 2023 meeting, no action was taken. The applicant sought and received zoning relief from the Zoning

Reference: Development Update

File No. 9991080  
November 14, 2024

Hearing Board at their August 30, 2023 meeting. Updated land development plans were reviewed by the Planning Commission at their May 9<sup>th</sup> Meeting. No action was taken. The Applicant attended the Planning Commission's June 13<sup>th</sup> meeting to obtain further input prior to revising their plans.

**480 Pottstown Pike (Senn)** – A minor subdivision application has been submitted for the old Eagle Topsoil property. The application proposes the extinguishing of an existing lot line and the addition of a new one which will create 2 lots, one which will front on Pottstown Pike and one which will front on Fellowship Road. The application was reviewed by the consultants and the plan was reviewed by the Planning Commission at their September 12<sup>th</sup> meeting where Minor Subdivision Plan Approval was recommended. The Board granted Minor Subdivision Approval at their October 21<sup>st</sup> meeting.

**500 Pottstown Pike (Rockhill Real Estate Enterprises)** – The Applicant has submitted a conditional use application for a 415-space service and storage facility. The Board granted approval for the conditional use at their July 15<sup>th</sup> meeting.  
**Land development plans have been submitted for this application and reviewed by the consultants. The Applicant has elected to revise the plans to address the consultants' comments prior to appearing before the Planning Commission.**

**Byers Station (Parcel 5C – Lot 2A)- [Enclave at Chester Springs]** – This is the 55 Unit Townhouse development being constructed by Toll on Lot 2A of Byers Station. Final paving has been completed. The performance bond was released at the Board of Supervisor's October 16<sup>th</sup> meeting. The project will not enter the maintenance period until the Station Boulevard crosswalk is completed. The pedestrian path from Station Boulevard to the trail on the Pickering Valley Elementary School Property has been completed. The RRFB signal is now energized and functioning.

**Byers Station (Parcel 5C – Lot 2B)- [Commercial]** – The Board granted approval for this application at their May 20<sup>th</sup>, 2024 Meeting. Plans have been recorded and construction is anticipated to begin the week of October 21<sup>st</sup>.

**Eagleview Lot 1A** – Hankin has submitted a Preliminary / Final Land Development Application for a one-story, 60,600 SF Flex Use office / warehouse building to be located along Arrowhead Drive. The plan was reviewed by the Planning Commission at their March 9<sup>th</sup> meeting. No action was taken with regard to plan approval; however, the Planning Commission did recommend the granting of several waivers. The Board granted the requested waivers at their March 20, 2023

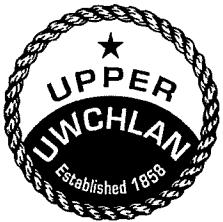
Reference: Development Update

File No. 9991080  
November 14, 2024

meeting. Revised land development plans have been submitted and reviewed by the consultants. The Board granted Preliminary / Final Approval to the application at their June 19, 2023 meeting. Plans have now been recorded and construction has commenced.

**Preserve at Marsh Creek (Fetters Property)** - The Board granted Final Land Development Approval at their October 16<sup>th</sup>, 2017, meeting. Site construction continues in all 3 phases. (i.e.- The entire development) We have received grading permit applications for **316** of the 376 building units to date.

**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 13<sup>th</sup>, 2019, and July 11<sup>th</sup>, 2019, meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. The County has submitted revised land development plans which have been reviewed by the consultants. The Planning Commission reviewed the application at their June 8<sup>th</sup> meeting and recommended conditional use as well as Preliminary / Final Land Development Approval. The Board granted conditional Use and land development approval at their July 17<sup>th</sup> Meeting. The County has now made application to Pa-DOT for a Highway Occupancy Permit for the trail crossing of Dorlans Mill Road.



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

#### ADMINISTRATION

**TO:** The Board of Supervisors

**FROM:** Kathi McGrath *Kathi McGrath*  
Administrative Assistant

**RE:** Building/Codes Department Activity Report

**DATE:** November 6, 2024

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Attached, please find the Building Department Activity Report for the month of October, 2024.

Attachments:  
Activity Report

/km

UPPER UWCHLAN TOWNSHIP  
Permit Analysis  
2021-2024

	2021				2022				2023				2024			
	# 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	94	\$ 87,742.42	94	\$ 87,742.42	83	\$ 88,198.96	83	\$ 88,198.96	39	\$ 16,560.04	39	\$ 16,560.04	65	\$ 46,474.10	65	\$ 46,474.10
Feb	67	\$ 38,565.98	161	\$ 126,308.40	39	\$ 25,249.00	122	\$ 113,447.96	58	\$ 115,689.00	97	\$ 132,249.04	53	\$ 29,120.38	118	\$ 75,594.48
Mar	86	\$ 44,724.50	247	\$ 171,032.90	77	\$ 52,822.55	199	\$ 166,270.51	72	\$ 32,216.00	169	\$ 164,465.04	56	\$ 46,201.34	174	\$ 121,795.82
Apr	88	\$ 79,069.01	335	\$ 250,101.91	84	\$ 63,858.84	283	\$ 230,129.35	51	\$ 37,396.20	220	\$ 201,864.24	57	\$ 48,358.00	231	\$ 170,153.82
May	75	\$ 44,389.44	410	\$ 294,491.35	65	\$ 44,000.00	348	\$ 274,129.35	82	\$ 38,301.00	302	\$ 240,165.24	66	\$ 27,447.00	297	\$ 197,600.82
Jun	89	\$ 77,793.00	499	\$ 372,284.35	96	\$ 28,606.00	444	\$ 302,735.35	66	\$ 26,909.50	368	\$ 267,074.74	62	\$ 38,947.57	359	\$ 236,548.39
Jul	99	\$ 131,055.84	598	\$ 503,340.19	68	\$ 37,917.72	512	\$ 340,653.07	77	\$ 127,398.14	445	\$ 394,472.88	62	\$ 18,548.38	421	\$ 255,096.77
Aug	78	\$ 32,545.19	676	\$ 535,885.38	68	\$ 112,113.82	580	\$ 452,766.89	65	\$ 68,299.92	510	\$ 462,772.80	73	\$ 29,601.00	494	\$ 284,697.77
Sept	78	\$ 36,528.88	754	\$ 572,414.26	73	\$ 46,052.92	653	\$ 498,819.91	52	\$ 20,696.00	562	\$ 483,468.80	68	\$ 94,664.42	562	\$ 379,362.19
Oct	72	\$ 40,825.00	826	\$ 613,239.26	54	\$ 42,196.00	707	\$ 541,015.91	59	\$ 35,511.00	621	\$ 518,979.80	96	\$ 72,313.59	658	\$ 451,675.78
Nov	58	\$ 41,691.42	884	\$ 654,930.68	45	\$ 21,304.00	752	\$ 562,319.91	57	\$ 32,429.00	678	\$ 551,408.80				
Dec	62	\$ 68,824.63	946	\$ 723,755.31	47	\$ 22,295.00	799	\$ 584,614.91	27	\$ 11,076.28	705	\$ 562,485.08				



## OCTOBER 2024 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: 146

- Municipal Authority & PA 1-calls
  - 82 Work orders completed
- Parks
  - 2 Work orders completed
- Public Works
  - 8 Work orders completed
- Solid Waste
  - 46 Work orders completed
- Vehicles and Equipment (All Depts.)
  - 8 Work orders completed
- Arrows, legends and stop bars were completed by Alpha Space Control.
- Assisted with the E-Waste and Shredding event held at the Public Works Building.
- Assisted with set-up and worked the Public Works Halloween display during Trunk or Treat.
- Replaced an inlet on Shea Lane.
- Built a fireplace mantel for upcoming holiday events at Upland Farms.

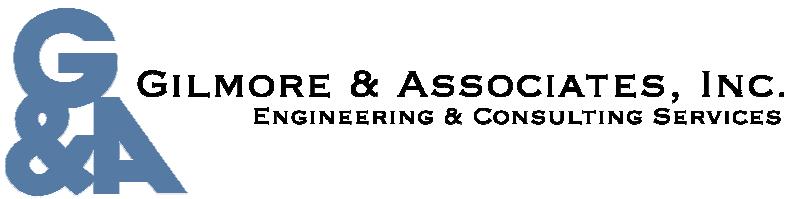
- **Removed approximately 400' of old fencing surrounding the basin located on Collingwood Terrace.**
- **Repaired black top road edge on East Township Road.**
- **Crack seal various roads/developments throughout the township.**
- **Repaired ladies sink at Fellowship Field.**
- **Collected trash, recycling and yard waste that was missed by the haulers.**
- **Minor maintenance issues were handled at the Township Building.**
- **Tree trimming for sight distance at intersections and along roadways where trees are hanging into the road.**
- **Sign replacements at various locations.**
- **Cleared inlets on multiple roadways throughout the Township.**
- **Toter swaps and deliveries were done as requested.**
- **Preventive maintenance, repairs, and Pa State Inspections.**
- **Serviced Police vehicles.**
- **PA 1-Calls were responded to as they came in.**

### **Workforce**

- **Only one seasonal employee remains helping Parks with all of the mowing in the township.**

**Respectfully submitted,**

**Michael Esterlis  
Public Works Director  
Upper Uwchlan Township**



November 12, 2024

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)  
Cash Security Release

Dear Tony:

Gilmore & Associates, Inc. (G&A), Bowman, as well as Pa-DOT have reviewed the completed pedestrian signal and crosswalk at Begonia Drive and Station Boulevard and find the improvements have been satisfactorily completed. **Therefore, we recommend release of \$136,457.68 of the cash security which is currently being held for its completion at this time. This will leave \$21,015.47 in place which will be held for 18 months to serve as a maintenance bond.**

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

Sincerely,

*David N. Leh*

David N. Leh, P.E.  
Vice President  
Gilmore & Associates, Inc.

cc: Board of Supervisors  
Gwen Jonik – Township Secretary  
Chris Williams, P.E. - Bowman  
Kristin S. Camp, Esq. BBM&M LLP  
Justin K. Hunt – TBI  
Alyson Zarro, Esq. RRH&C

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

# **TECHNICAL SPECIFICATIONS**

*for*

## **TRAFFIC CONTROL SIGNALIZATION**

**Upper Uwchlan Township  
Chester County, Pennsylvania**

*Prepared for:*  
**Upper Uwchlan Township**

*Prepared by:*  
**Bowman Consulting Group, Ltd. (Bowman)**

**January 2024**

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## APPENDICES

**APPENDIX A** - *Material List*

## **REFERENCE MATERIALS**

References should be made to the following Pennsylvania Department of Transportation (PENNDOT) publications:

- **PENNDOT Publication 46, Traffic Engineering Manual, dated March 3, 2014, or latest revision, and its addenda**
- **PENNDOT Publication 111, Traffic Control – Pavement Markings and Signing Standards (TC8600 and TC-8700 series), dated August 17, 2021, or latest revision, and its addenda**
- **PENNDOT Publication 148, Traffic Standards - Signals (TC-8800 series), dated December 12, 2011, or latest revision, and its addenda**
- **PENNDOT Publication 149, Traffic Signal Design Handbook, dated May 2013, or latest revision, and its addenda**
- **PENNDOT Publication 191, Traffic Signal Maintenance Manual, dated December 2020, or latest revision, and its addenda**
- **PENNDOT Publication 212, Official Traffic Control Devices, dated March 2006, or latest revision, and its addenda**
- **PENNDOT Publication 213, Temporary Traffic Control Guidelines, dated April 2022, or latest revision, and its addenda**
- **PENNDOT Publication 408, Specifications, dated April 10, 2020, latest revision, and its addenda**

References should also be made to the following national publications:

- **National Electrical Manufacturer's Association (NEMA), Standards Publication No. TS2, 2016**
- **National Transportation Communications for ITS Protocol (NTCIP) Standards, current edition, as noted.**
- **2020 American Association of State Highway and Transportation Officials (AASHTO) criteria specified.**
- **ANSI/TIA/EIA-568-B, Commercial Building Telecommunications Cabling Standard, dated 2017 or latest revision.**

### SUMMARY

This specification implements traffic signal control standards throughout Upper Uwchlan Township to provide a standardization of traffic signal equipment, facilitate a closed-loop system, and to reduce long-term maintenance costs. These standards pertain to materials, construction methods, traffic signal controller assembly, and traffic signal supports and shall be strictly followed for all traffic signal construction projects.

The purpose of this specification is to provide design engineers and qualified traffic signal contractors with the general requirements and administrative details governing the furnishing and installation of traffic signals, signs, and pavement markings within Upper Uwchlan Township.

## **REQUIREMENTS AT ALL LOCATIONS WITHIN THE TOWNSHIP**

### **GENERAL REQUIREMENTS**

Special provisions for vendor specific equipment and non-standard PennDOT items have been included as part of this document. It is the responsibility of the Contractor to contact the Township to determine which special provisions apply for a particular installation.

Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation, labor and supervision required to construct the facilities as shown on contract drawings and specified herein. It shall be the responsibility of the Contractor to proceed with the work in the manner such limitations as may be prescribed by the Engineers. Construction methods should conform to the latest editions of PennDOT Publication 408 and Traffic Control 8800 Series, unless specified in the Township specifications.

It is the responsibility of the entity installing the traffic signal to secure all necessary PennDOT Highway Occupancy Permit and PennDOT Traffic Signal Permit approvals before work begins.

All traffic signal Contractors working in the Township must be PennDOT pre-qualified to perform traffic signal work. All Contractor personnel setting up work zone controls and performing flag duties must be IMSA Work-Zone Safety certified. All personnel performing electrical work must be IMSA Traffic Signal Technician Level I certified as a minimum requirement. A supervisor must be on-site during the installation of any electrical work and said supervisor must be IMSA Traffic Signal Technician Level II certified. Furnish the Township with a copy of said certificates.

### **UTILITY NOTIFICATION**

The Contractor is responsible for notifying the Pennsylvania One-Call System in accordance with the latest amendment to PA Act 287 of 1974. It is also the Contractors responsibility to protect all utilities from damage during work that has been marked through the PA One-Call System. The Contractor shall notify the Township ten (10) working days prior to any excavation work to verify any local utilities which may be in the excavation area. When a utility is damaged the Contractor must stop all work and notify the appropriate utility and the Township Representative. The Contractor shall be responsible for any damage caused to marked utilities and for any damage caused to unmarked utilities after the initial damage occurs.

### **INSPECTION OF TRAFFIC SIGNAL WORK**

It shall be the responsibility of the Contractor to arrange a pre-construction meeting with the Township on-site to spot signal poles, controller cabinet pad, and vehicle detector locations in the field. The

## Section 3-0: Requirements at all Locations within the Township

Township will notify the appropriate parties at PennDOT of the meeting. No work may begin until this meeting has been held and the intended scope of the signal installation is satisfactory to all parties. The contractor must submit a project schedule to the Township at the pre-construction meeting. Once work has begun, the Contractor shall be responsible for notifying the Township 24 hours prior to the following, so that a representative of the Township may be on-site to inspect the following work:

- Installation of signal pole foundations before concrete is placed.
- All concrete pours with full array of testing including making of test cylinders.
- Trenching and conduit installation before backfilling occurs.
- Installation of ground rods for mast arms and controller assemblies.
- Placement of pedestrian pushbutton poles.
- Mast arm installation for load testing (rotational capacity) of connecting bolt per PennDOT 408 Section 1105.02(d).

Contractor shall test all ground rods in the presence of the Township. **Resistance to ground shall be 10 ohms or less.** Copies of the ground rod tests shall be provided to the Township and shall be placed in the controller cabinet. Testing shall be performed with an approved ohm meter for testing earth-ground resistance.

Contractor shall test all switches and push buttons located within the switch compartment in the presence of the Township.

Contractor shall demonstrate operation on non-invasive vehicle detection system in the presence of the Township and/or their representative.

## REQUIRED SUBMITTALS

1. All materials must be provided to the Township electronically and approved before construction begins. Include the type of material, manufacturer's name, model number, and PennDOT Approval Numbers (where applicable) for each item to be supplied for review and approval.
2. Provide pole manufacturer mast arm shop drawing and calculations electronically.
3. Provide malfunction management unit bench test certification in controller cabinet and electronically.
4. Provide electronic set of as-built record plans to the Township upon final inspection and acceptance of the signal.
5. Provide three (3) copies of the cabinet wiring diagram to the Township as per PennDOT 408 Section 954.3(k) upon final inspection and acceptance of the signal.

## Section 3-0: Requirements at all Locations within the Township

6. Provide electronic copies of the following information for all equipment that has a PennDOT approval number, upon delivery of the controller assembly to the site: Brand name, model name/number, PennDOT approval number, serial number and warranty date (beginning and end).

### ACCEPTANCE OF TRAFFIC SIGNAL INSTALLATION BY TOWNSHIP

#### 1. THIRTY-DAY (30) TESTING PERIOD

Upon completion of the Scope of Work, a **THIRTY-DAY (30) TESTING PERIOD** shall begin. The contractor shall hold a meeting with the PennDOT Traffic Unit and the Township to begin the thirty-day testing period. During this period, the Contractor must commence repairs for signal flash or blackout within 1 hour of notification by the Township. Also, the Contractor must correct all failures by repairing or replacing malfunctioning parts or equipment or faulty workmanship, regardless of the cause, within 24 hours after having been notified by the Township. The contractor will be responsible to supply a spare controller unit, MMU, and/or detectors or cameras during the repair period. In addition, during this period the Contractor must guarantee the satisfactory in-service operation of mechanical and electrical equipment, related components, signing, pavement markings, and the controller assembly, regardless of the cause for unsatisfactory operation. After correcting failures for any reason, the thirty (30) day testing period shall be re-started. Guarantee repairs or replacements for the balance of the maintenance period, or 15 days, whichever is the longer period.

#### 2. PRE-DEDICATION MAINTENANCE PERIOD

Upon satisfactory completion of the Thirty-Day (30) Testing Period, a **MAINTENANCE PERIOD** shall begin. The Maintenance Period shall be effective for a minimum period of one-year or as described in the Land Development Agreement from satisfactory completion of the Thirty-Day (30) Testing Period or until satisfactory **completion of all necessary roadway improvements as part of the land development agreement process, whichever is longer**. During the Maintenance Period, the Contractor shall:

- Maintain equipment in the controller cabinet, using additional locks as necessary to prevent entry by others; supply a set of keys for the additional lock(s) to the Township in case of an emergency.
- Repair faulty workmanship, repair or replace defective materials or equipment and correct malfunctions in the controller cabinet within 48 hours after commencing repairs.
- Commence repairs no later than the working day following notification of failures or malfunctions, except for failures or malfunctions which result in a signal flash or blackout in which case repairs must commence within 1 hour upon notification by the Township.
- If the Contractor does not report on-site within 2 hours following notification of a signal flash or blackout, the Township shall have the option to commence repairs through the Township's Traffic Signal Contractor or the Township's certified traffic signal technician. The developer's escrow for the project shall then be billed accordingly for work performed by the Township's Traffic Signal Contractor or the Township's certified in-house technician.
- Guarantee repairs or replacements for the balance of the Pre-Dedication Maintenance Period; Provide the Township's Director of Public Works and the Chief of Police with the name and

## ***Section 3-0: Requirements at all Locations within the Township***

telephone number of the person to be notified in the event of failures or malfunctions during the guarantee period or a period agreed to by the developer and made part of the Land Development Agreement.

### **3. FINAL ACCEPTANCE**

The following shall signify **FINAL ACCEPTANCE** of the work:

- Satisfactory completion of the Thirty-Day (30) Testing Period and Maintenance Period.
- Satisfactory completion of all outstanding construction items as outlined by the Engineer.
- Submission of all required documentation to the satisfaction of the Township and Township Engineer.

#### Required Documents

- As-built record plans (hard copy and electronic)
- Warranties
- Operation Manuals
- Certifications
- Test Results

### TECHNICAL SPECIFICATIONS

#### GENERAL

The work supplied for traffic signal construction shall consist of furnishing all new equipment, supplies, labor, transportation, fuel and power, and performing all work as required by the project Contract and pursuant to this ordinance, in strict conformance with the specifications, schedules and drawings and applicable PennDOT specifications and standards. The item of work shall consist of furnishing and installing the traffic control equipment indicated in the contract documents, including controller cabinets; electrical distribution system; vehicular signal heads; standard traffic signal supports or ornamental traffic signal supports, as indicated; loop detectors; junction boxes; signs; sign posts; pavement markings; and all necessary appurtenant work and materials necessary to complete the work indicated.

**The contractor must contact the Township for the scheduling of all meetings requiring representatives from the PennDOT.**

**The contractor must test each ground rod in each controller cabinet foundation and each pole foundation individually for the entire intersection. The contractor must also test the grounding system as a whole.**

#### CONSTRUCTION METHODS

Construction methods shall be in accordance with the applicable sections of PENNDOT Publication 408, PENNDOT Publication 148, PENNDOT Publication 111, and PENNDOT Publication 149.

#### MATERIALS

All materials supplied shall be approved by the Township Representative. The Township Representative will require that all materials be in accordance with the Pennsylvania Department of Transportation (PENNDOT) Publication 408 Specifications, National Electrical Manufacturer's Association Standards Publication No. TS2, or these specifications.

Upper Uwchlan Township, in order to minimize maintenance costs, has established a standard **Material List** (See Appendix A) for use at all intersections within the Township.

## Section 4-0: Technical Specifications

### A. TRAFFIC SIGNAL CONTROLLER ASSEMBLY

#### NEMA TS2 TYPE 2

##### 1. General

This specification sets forth the minimum requirements for a TS2 Type 2 traffic control cabinet assembly. The cabinet assembly shall meet, as a minimum, all applicable sections of the NEMA Standard Publication No. TS2- "Current Edition". Where differences occur, this specification shall govern.

The following components shall be of the same manufacturer: Timer unit, BIU, Controller Back Panel, Detector Rack, and Power Supply as per **Material List**.

All traffic signal controllers will be equipped with the required internal circuitry to facilitate communication through Ethernet.

##### 2. Cabinet Design and Construction

2.1 All Cabinets shall be Type 1 mounting (pad mounting), unless otherwise identified on the plans and specifications.

2.2 The cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches.

2.3 The cabinet shall be designed and manufactured with materials that will allow rigid mounting, whether intended for pole, base or pedestal mounting. The cabinet must not flex on its mount.

2.3.1 A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. The cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet. A stiffener plate shall be welded across the inside of the main door to prevent flexing.

2.3.2 The top of the cabinet shall incorporate a 1-inch slope toward the rear to prevent rain accumulation.

2.4 Unless otherwise specified, the cabinet shall be supplied with a natural aluminum finish. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blow holes and other irregularities. All sharp edges shall be ground smooth.

2.5 All seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.

## Section 4-0: Technical Specifications

2.6 All cabinets shall be supplied with one, or more as required, removable shelf manufactured from 5052-H32 aluminum. Shelf shall be a minimum of 10 inches deep.

2.7 The shelf shall have horizontal slots at the rear and vertical slots at the front of the turned downside flange. The shelf shall be installed by first inserting the rear edge of the shelf on the cabinet rear sidewall mounting studs, then lowering the shelf on the front sidewall mounting studs. The shelf shall be held in place by strut nuts.

2.8 The front edge of the upper shelf shall have holes punched every 6 inches to accommodate tie-wrapping of cables/harnesses.

2.9 Two set of vertical "C" or sawtooth channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinets. Sidewall rail spacing shall be 7.88 inches center-to-center. Rear wall rail spacing shall be 18.50 inches center to-center.

2.10 The main door and police door-in-door shall close against a weatherproof and dustproof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inches thick by 1.0 inch wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500. 2.0 inches wide. The gaskets shall be permanently bonded to the cabinet.

2.11 The lower section of the cabinet shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures. A non-corrosive, vermin- and insect-proof, removable air filter shall be secured to the air entrance. The filter shall fit snugly against the cabinet door wall. The roof of the cabinet shall incorporate an exhaust plenum with two exhaust fans and a vent screen. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

2.12 The main door on a size 3 or larger cabinet shall be equipped with a three-point latching mechanism. with Nylon Rollers at top and bottom.

2.13 The handle on the main door of a size 4 or larger cabinet shall utilize a shank of 5/8 inches minimum. diameter. The handle on the main door of a size 2 or 3 cabinet shall utilize a shank of 7/16 inches. minimum. diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle shall rotate counterclockwise to open. The handle shall not extend beyond the perimeter of the main door at any time. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door.

## Section 4-0: Technical Specifications

2.14 The main door hinge shall be a one-piece, continuous piano hinge with a stainless-steel pin running the entire length of the door. The hinge shall be attached in such a manner that no rivets or bolts are exposed.

2.15 The main door of a size 5 or larger cabinet shall include a mechanism capable of holding the door open at approximately 90, 125, and 150 degrees under windy conditions. Manual placement of the mechanism shall not be required by the field technician. The main door of a size 2, 3, or 4 cabinet shall include a mechanism capable of holding the door open at approximately 90 and 150 degrees under windy conditions.

2.16 The main door shall be equipped with a tumbler lock as per **Material List**. Two keys shall be supplied.

2.17 The police door-in-door shall be provided with a treasury type lock as per **Material List**. Two keys shall be supplied.

2.18 All base mounted cabinets shall be supplied with anchor bolts to properly secure the cabinet to its base. The cabinet flange for securing the anchor bolts shall not protrude outward from the bottom of the cabinet. When a size 3, 4, or 5 cabinet is base mounted, two anchor bolts shall be provided. Size 6 and 7 cabinets shall be provided with four anchor bolts.

2.19 Each cabinet shall be of sufficient size to accommodate all equipment. **The standard size controller cabinet for Upper Uwchlan Township projects shall be a Size 6 (52" H x 44" W x 24" D) and shall have an 18" riser base with shelves for the batteries.** Other cabinet sizes and/or combinations may be used, upon approval by the Township.

### 3. Terminals and Facilities/Main Panel Design and Construction

3.1 The main panel shall be constructed from 5052-H32 brushed aluminum of 0.090 inches minimum thickness and formed so as to minimize any flexing when plug-in components are installed.

3.2 All 12- and 16-position main panels shall be hinged at the bottom to allow easy access to all wiring on the rear of the panel. A minimum of 12 position main panels are required in Upper Uwchlan Township.

3.3 The main panel shall be fully wired in the following configuration:

Type 3 Configuration - Twelve load switch sockets expandable to sixteen, six flash transfer relay sockets, one flasher socket, two main panel BIU rack slots with an unwired slot for a third and fourth main panel BIU (or wired rack position if required per the plans and specifications), a minimum of one detector rack each

## Section 4-0: Technical Specifications

with one BIU, and one MMU. Additional detector racks may be required dependent on the number of detectors at the intersection.

3.4 All load switch and flash transfer relay socket reference designators shall be silk-screen labeled on the front and rear of the main panel to match drawing designations. Socket pins shall be marked for reference on the rear.

3.5 All load switches shall be mounted in a single horizontal row.

3.6 All load switches shall be supported by a bracket or shelf extending at least half the length of the load switch.

3.7 Rack style mounting shall be provided to accommodate the required BIUs per the configuration listed in section 3.3 above. A dual-row, 64-pin female DIN 41612 Type B connector shall be provided for each BIU rack position. Card guides shall be provided for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the detector rack.

3.7.1 All BIU rack connectors shall have pre-wired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

3.8 The 12- and 16-load switch position main panels shall have all field wires contained on one row of horizontally mounted terminal blocks. The upper row shall be wired for the pedestrian and overlap field terminations.

3.9 All field output circuits shall be terminated on an unfused compression type terminal block with a minimum rating of 10 amps.

3.10 All field input/output (I/O) terminals shall be identified by permanent alphanumerical labels. All labels shall use standard nomenclature per the NEMA TS2 specification.

3.11 All field flash sequence programming shall be accomplished at the field terminals with the use of a screwdriver only. It shall also be possible to program which flasher circuit the phase shall be programmed to.

3.11.1 Field terminal blocks shall be wired to use three positions per vehicle overlap phase (green, yellow, red). It shall not be necessary to debus field terminal blocks for flash programming.

3.12 The main panel shall contain at least one flasher socket (silk screen labeled) capable of operating a 15-amp, 2-pole, NEMA solid state flasher. The flasher shall be supported by a bracket that extends at least half its length.

## Section 4-0: Technical Specifications

3.13 One RC network shall be wired in parallel with each flash-transfer relay and any other relay coils.

3.14 All logic-level, NEMA-controller and Malfunction Management Unit input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position.

3.15 At a minimum, four 20-position terminal blocks shall be provided at the top of the main panel to provide access to the controller unit's programmable and nonprogrammable I/O. Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32-inch screw as minimum.

3.16 All wiring, 14 AWG and smaller, shall conform to MIL-W-16878/1, type B/N, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation with clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall have UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation and clear nylon jacketed.

3.17 All controller and Malfunction Management Unit cables shall be of sufficient length to allow the units to be placed on either shelf or the outside top of the cabinet in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. The use of exposed tie-wraps or interwoven cables are unacceptable.

3.17.1 All cabinet configurations shall be provided with enough RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications.

3.18 All main panels shall be pre-wired for a Type-16 Malfunction Management Unit.

3.19 All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

3.20 All connecting cables and wire runs shall be secured by mechanical clamps. Stick on type clamps are not acceptable.

3.21 The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). These ground circuits shall be connected at a single point as outlined in the NEMA TS2 Standard.

3.22 All pedestrian push-button inputs from the field to the controller shall be optoisolated through the BIU and operate at logic ground.

## Section 4-0: Technical Specifications

3.23 All wire (size 16 AWG or smaller) at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

### 4. Power Panel Design and Construction

4.1 The power panel shall consist of a separate, wholly enclosed module, securely fastened to the right side wall of the cabinet. The power panel shall be wired to provide the necessary power to the cabinet, controller, Malfunction Management Unit, cabinet power supply and auxiliary equipment. It shall be manufactured from 0.090-inch, 5052-H32 aluminum with a removable plastic front cover. The panel shall be of such design so as to allow a technician to access the main and auxiliary breakers without removing the front cover.

4.2 The power panel shall house the following components:

- a. A 30-amp main breaker shall be used for 12, 8, or 4-position cabinets. This breaker shall supply power to the controller, MMU/CMU, signals, cabinet power supply and auxiliary panels. Breakers shall be thermal magnetic type, U.L. listed for HACR service, with a minimum of 10,000 amp interrupting capacity.
- b. A 15-amp auxiliary breaker. This breaker shall supply power to the fans, light, GFI outlet, and auxiliary outlet.
- c. A surge arrester as per **Material List**.
- d. A 50-amp, 125 VAC radio interference line filter.
- e. A normally open, 60-amp, SSR or non-mercury contactor as per **Material List**
- f. Two (2) 15-position neutral bus bars capable of connecting three #12 wires per position shall be provided.
- g. A 7-position ground bus bar capable of connecting three #12 wires per position.
- h. A NEMA type 5-15R GFCI convenience outlet.

### 5. Auxiliary Cabinet Equipment

5.1 The cabinet shall be provided with two thermostatically controlled (adjustable between 80-150 degrees Fahrenheit) ventilation fan in the top of the cabinet plenum. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute.

## Section 4-0: Technical Specifications

5.2 An LED lighting fixture shall be mounted on the inside top of the cabinet near the front edge. The lamp shall be wired to a 15-amp door-activated switch mounted near the top of the door.

5.3 An enclosed drawer, of sufficient size to accommodate one complete set of cabinet prints, shall be provided and mounted on the left side of the cabinet below the detector shelf.

5.4 Three sets of complete and accurate cabinet drawings shall be supplied with each cabinet.

5.5 One set of manuals for the controller, Malfunction Management Unit and vehicle detector amplifiers shall be supplied with each cabinet. Supply the municipality with electronic copies.

5.6 The cabinet shall be furnished with an in-door switch to advise master/local controller of a “door-open” condition.

5.7 The cabinet shall be provided with a surge protection package. Surge protection to be solid state design, continuous service current—15A at 120V RMS, rated at 20,000A (8 x 20 microseconds) 20 times, peak clamping voltage: 250V at 20kA. Provide terminals for AC line, AC neutral, AC equipment in, AC equipment out, neutral equipment out and ground.

5.8 A minimum five-position auxiliary outlet strip shall be installed on the right side of the cabinet.

### 6. Cabinet Test Switches and Police Panel

6.1 A test switch panel shall be mounted on the inside of the main door. The test switch panel shall provide as a minimum the following:

- a. AUTO/FLASH SWITCH. When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start-up sequence when exiting flash.
- b. STOP TIME SWITCH. When applied, the controller shall be stop timed in the current interval.
- c. CONTROL EQUIPMENT POWER ON/OFF. This switch shall control the controller, MMU, and cabinet power supply AC power.

6.2 The police door switch panel shall contain the following:

- a. SIGNALS ON/OFF SWITCH. In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to

## Section 4-0: Technical Specifications

operate. When in the OFF position, the MMU shall not conflict or require reset.

- b. **AUTO/FLASH SWITCH.** In the flash position, power shall not be removed from the controller and stop time shall be applied. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start-up sequence when exiting flash.
- c. **AUTO/MANUAL SWITCH.** In the MANUAL position, the intersection shall be controlled by the provided momentary push button and hand cord. The cord and push button shall be stored within the closed police door when not in use.

6.3 All toggle type switches shall be heavy duty and rated 15 amps minimum. Single- or double-pole switches may be provided, as required.

6.4 Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

6.5 All switch functions must be permanently and clearly labeled.

6.6 All wire routed to the police door-in-door and test switch pushbutton panel shall be adequately protected against damage from repetitive opening and closing of the main door.

6.7 All test switch panel wiring shall be connected to the main panel via a 16-pin AMP type connector.

## 7. Auxiliary Devices

### 7.1 Load Switches

7.1.1 Load switches shall be solid state and shall conform to the requirements of Section 6.2 of the NEMA TS2 Standard.

7.1.2 Signal load switches shall have a minimum rating of 10 amperes at 120 VAC for a LED lamp load.

7.1.3 The front of the load switch shall be provided with six indicators to show the input and output signals from the controller and load switch.

7.1.4 Load switches shall be dedicated per phase. The yellow of a ped movement may be utilized for flashing yellow arrows. Otherwise, the use of load switches for other partial phases is not acceptable.

### 7.2 Flashers

7.2.1 The flasher shall be solid state and shall conform to the requirements of section 6.3 of the NEMA TS2 Standard.

7.2.2 Flashing of field circuits for the purpose of intersection flash shall be accomplished by a separate flasher.

7.2.3 The flasher shall be rated at 15 amperes, double pole with a nominal flash rate of 60 FPM.

### 7.3 Flash Transfer Relays

7.3.1 All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

7.3.2 The coil of the flash transfer relay must be de-energized for flash operation.

7.3.3 The full complement of relays, a minimum of eight, shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

### 7.4 Malfunction Management Units

7.4.1 Each cabinet assembly shall be supplied with one Malfunction Management Unit (MMU) or one Conflict Monitor Unit (CMU), as per **Material List**, and as defined by the requirements of Section 4 of the NEMA TS2 Standard.

7.4.2 Where two or more cabinet assemblies are supplied on a project, one spare MMU shall be supplied to the Township.

### 7.5 Bus Interface Units

7.5.1 All Bus Interface Units (BIU) shall meet the requirements of Section 8 of the NEMA TS2 Standard.

7.5.2 The full complement of Bus Interface Units as per **Material List**, a minimum of three (3), shall be supplied with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed.

7.5.3 Each Bus Interface Unit shall include power on, transmit and valid data indicators. All indicators shall be LED.

7.5.4 Two spare BIUs are to be provided to the Township with each cabinet assembly provided.

### 8. Testing and Warranty

#### 8.1 Testing

- 8.1.1 Each controller and cabinet assembly shall be tested as a complete entity under signal load for a minimum of 48 hours. The signal load and detector loads shall simulate actual intersection conditions.
- 8.1.2 Each assembly shall be delivered with a signed document detailing the cabinet final tests results as performed.
- 8.1.3 The cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation.
- 8.1.4 The Township shall be notified, in writing, at least 48 hours in advance of the bench testing of the controller. At the discretion of the Township, no controller shall be released until an inspection of the controller assembly at the bench test site has been completed by the Township.

#### 8.2 Warranty

- 8.2.1 The controller and Malfunction Management Unit shall be warranted by the manufacturer against mechanical and electrical defects for a period of 5 years. The manufacturer's warranty shall be supplied in writing with each cabinet and controller. Second party extended warranties are not acceptable. This warranty shall be provided by the manufacturer/vendor/contractor with no regard to selection of other traffic signal components.
- 8.2.2 The cabinet assembly and all other components shall be warranted for a period of one year starting at the final acceptance of the project.
- 8.2.3 Any defects shall be corrected by the manufacturer or supplier at no cost to the Township.

### 9. Spare Equipment

#### 9.1 Supply spare(s) of the following equipment per cabinet:

- 9.1.1 Four load switches
- 9.1.2 Two relays
- 9.1.3 Two Bus Interface Units (BIUs)
- 9.1.4 One Malfunction Management Unit (MMU) per two (2) cabinets on a project. If less than two cabinets are supplied on a project the spare MMU is not required.

### B. TRAFFIC SIGNAL SUPPORTS

#### 1. Standard Traffic Signal Supports

- 1.1 Where directed, all sites specifying the use of “Standard Traffic Signal Supports”, shall meet the requirements set forth in PennDOT Publication 408, specifically Sections 950 and 951.
- 1.2 Manufacturer’s requirements shall follow the guidelines found in PennDOT Publication 408, as well as manufacturer’s requirements for the loadings. Compliance with bolt circles and bases are as set forth in PennDOT Publication 148, Traffic Standards - Signals (TC-8800 series).
- 1.3 All standard traffic signal supports shall be equipped with an overbuild for future highway lighting unless otherwise directed by the Township. When a luminaire is to be provided, it shall be approved LED, Type 3 Cobra Head full cut-off type as per **Material List**. The supplied davit arm shall match the finish of the mast arm, with a standard mounting height of 30’.
- 1.4 Vertical support poles and mast arms to be designed by manufacturer to adequately support loads as shown on the contract drawings with a luminaire arm or maximum load requirements established by AASHTO specifications for structural supports for highway signs, luminaires and traffic signals, whichever is greater.

### C. VEHICULAR DETECTION

#### 1. Stop Bar Detection

- 1.1 At locations identified by the Township, the use of stop bar detection as per **Material List** will be required.
- 1.2 Provide a detection system which provides detection as shown on the approved permit plan and a minimum of four (4) additional detection zones.

#### 2. Advanced Detection

- 2.1 At locations identified by the Township, the use of advance detection as per **Material List** will be required.

### 3. Alternate Detection System

3.1 At locations approved by the Township, the use of alternate detection systems may be permitted with prior approval.

## D. PEDESTRIAN DETECTION

### 1. Pushbuttons

- 1.1. Contractor shall provide and install pedestrian pushbuttons in accordance with PennDOT Publications 408, 13M, 148, 149 and as per **Material List**.
- 1.2. Field-test the operation by activating the pushbutton and performing a visual check of the controller indicator lights and a timing check of the pedestrian phase or phase extension.

## E. PAVEMENT MARKINGS

All pavement markings shown on the plans shall be either thermoplastic or epoxy pavement markings as per **Material List**. Thermoplastic markings shall not be installed on concrete pavement. Furnish and install pavement markings as shown on the PennDOT approved permit plan. Any pavement marking removal will be considered incidental to the application of the new markings and should be completed in accordance with section 963 of PennDOT 408.

The contractor will be responsible to maintain all pavement markings installed under a contract for a period of 180 days from the conclusion of the 30-day test period. If during this period, the Township Traffic Engineer or PennDOT determines the pavement markings are in need of replacement, it will be the responsibility of the prime contractor to complete this work at no cost to the Township.

## F. SIGNAL HEAD ASSEMBLIES WITH LED INDICATIONS

Conforming to PennDOT Sections 955, one way, 8" or 12" adjustable, sectional, LED, complete with all brackets and rigid mounting attachments.

1. All signal wiring must terminate on terminal strips. Splices are only permitted in the traffic signal support hand hole and must be made with silicone-filled wire nuts as per **Material List**. Complete encapsulation of the individual conductors is required.

## Section 4-0: Technical Specifications

2. All signals shall have a drip loop attached with UV stabilized nylon wire ties.
3. All signal brackets shall be attached with  $\frac{3}{4}$ -inch stainless steel banding. Painted to match the signal support where applicable. All rigid mounted signal heads shall have a cable clamp.
4. Back plates shall be black, one-piece, aluminum, and equipped with minimum 2-inch fluorescent yellow, Type IX retroreflective border. All hardware shall be stainless steel. Back plates shall be designed to properly fit the signal manufacturer's heads that will be furnished.
5. Provide vehicular and pedestrian signal heads as per **Material List**.

## G. FIBER OPTIC TRAFFIC CONTROL INTERCONNECT CABLE

### 1. Fiber Optic Cable

- 1.1 Fiber optic cable to be maintained by Upper Uwchlan Township must be installed in a dedicated conduit system. Fiber optic cable installation should be coordinated with PennDOT for connection to the Regional Fiber Optic Network and Traffic Management Center. Coordinate with PennDOT regarding standards for fiber optic cable to be maintained by PennDOT.
- 1.2 The Fiber Optic cable shall be single-mode tight buffered to provide storage and operating stability over the temperature range of -40C to +70C. The cable shall consist of a minimum of 12 optical fibers stranded around an all-dielectric central strength member. Each strand will be color coded with 12 different colors.
- 1.3 Each fiber shall be single-mode and have a core/clad diameter of 9/125 micrometer. The fiber shall have an attenuation of not more than 1.0 dB/km at 1310 NM, and a bandwidth of 100 MHZ/km. The fiber and cladding shall be jacketed with a PVC buffer tube. A second jacket shall envelope the fibers and dielectric strength member. This second jacket shall be wrapped with Kevlar/aramid reinforcement and the completed cable shall be encased in a polyethylene outer jacket.
- 1.4 The cable shall have a minimum diameter of .36 inches and a nominal weight of 50 pounds per 1000 feet. The cable shall withstand tensile loads of 600 pounds during installation and 80 pounds long term. The cable shall accommodate a seven-inch (7") radius of bending during installation and a six-inch (6") radius long term. Cable for underground installation in conduit need not be armored. Cable for

## Section 4-0: Technical Specifications

overhead installations will be figure 8 type with a  $\frac{1}{4}$ " minimum galvanized steel messenger. The messenger shall be sized in accordance with the manufacturer's recommendations. The messenger will be terminated at the last pole, and under no circumstances will it enter the control cabinet or conduit system.

- 1.5 Fiber Wire Identification Tags: Tags shall be manufactured/supplied by the fiber optic cable manufacturer. The tag shall read "Upper Uwchlan Township Fiber Optic Cable". Provide button stops and two (2) 1-inch diameter (T-1) E-2 ties, one to loop through the tag and one to attach to the fiber wire.
- 1.6 Within the cabinet, the cable shall be broken out a minimum of three feet (3') or as required to allow easy attachment to a rack mounted fiber tray. Provide a minimum of twenty feet (20') of slack in the cabinet. The fiber tray shall be sized to facilitate all fibers within the cabinet. The ends of the fiber shall be terminated using type ST and LC connectors. These connectors shall have a metal body with either a stainless steel or a ceramic ferrule. Installation of the connector and attached to the bulkhead in the patch panel. Dust caps shall be used to protect the ends of all spare fibers. Connection between the Data Link and the patch panel will be made using manufactured ST type duplex patch cords. Patch cords shall be of sufficient length for proper connection and routing within the cabinet.
- 1.7 Test each fiber optic strand in the presence of the Township or their designated representative to determine dB loss of each fiber optic cable. Test each strand by a certified fiber optic testing technician utilizing standard light measuring instruments. If dB loss is found to be unacceptable by the Township or their designated representative, then OTDR testing must be conducted. Test each fiber optic strand using a certified fiber optic testing technician utilizing standard OTDR instruments. Replace fiber optic cable run if OTDR testing reveals unsatisfactory dB loss, as per manufacturer's recommendation, for the individual run, based on length of run.

## 2. Fiber Optic Patch Panel

- 2.1 Furnish and install a fiber optic break-out box as necessary with a capacity for full splice storage and connection functions for a minimum of 24 fiber optic connections and meeting the following requirements:
- 2.2 Provide on the outside surface of the breakout box a minimum of 24 ST or LC-type female optical connectors in order to plug in jumper cables that connect to the equipment. Provide twist-lock design for connectors. Provide dust caps for all connectors.

## Section 4-0: Technical Specifications

- 2.3 Connector insertion loss: +/- 0.25dB
- 2.4 Provide a removable top panel to protect the splices and pigtails in the breakout box.
- 2.5 Cabinets shall be supplied with a 19" EIA rack mount tray with a minimum of 24 positions.

## H. FIBER OPTIC DATA LINK

### 1. Ethernet Switch

- 1.1. Provide a minimum 10-port Ethernet Managed switch with built-in fiber connection as per **Material List**.
- 1.2. Provide SFPs as needed as per **Material List**.
- 1.3. The switch shall have a lifetime manufacturer's warranty.

## I. EMERGENCY PREEMPTION SYSTEM

### 1. Emergency Preemption

Furnish and install a complete emergency preemption system as per **Material List** that operates in accordance with the PennDOT approved traffic signal permit, and as follows:

- 1.1 Emergency Preemption equipment shall include detectors, verification/LED confirmation beacons, preemption card rack, preemption cards, and wiring as required for proper operation of the system. Provide front panel connector for an auxiliary detector input.
- 1.2 The receiver shall detect approaching emergency vehicles for a minimum range of 2,500 feet. Additional detectors shall be required if minimum required distance is not met.
- 1.3 The preemption system must be field tested in the presence of the Township. Following testing, the detector head may need to be relocated and/or adjusted in the field to

## Section 4-0: Technical Specifications

provide acceptable operation as deemed appropriate by the Township and PennDOT.

1.4 All components of the preemption system shall have full 5-year warranties against defects in material and workmanship, except for the emitter lamp, which shall have a 1-year warranty.

### J. UNINTERRUPTIBLE POWER SUPPLY

1. Provide a battery back-up system as per **Material List** in the controller cabinet.
2. Provide sufficient field-hardened AGM batteries or super capacitor modules to run the intersection in normal operation for a minimum period of ten hours from the time of AC power loss, minimum four (4) 100AH AGM batteries or Super Capacitors Modules. Provide a recharge rate of 24 hours maximum to reach full charge from a complete discharge.
3. Provide a 1.00-inch green LED indication light on the cabinet exterior to indicate AC power is present from utility company or generator. Install the light at a point visible from a vehicle traveling on the main street of the intersection. Provide watertight seal at LED installation point. Top of cabinet mounting is not permitted.
4. Provide a 1.00-inch red LED indication light on the cabinet exterior to indicate the battery back up in use, and loss of AC power. Install the light at a point visible from a vehicle traveling on the main street of the intersection. Provide watertight seal at LED installation point. Top of cabinet mounting is not permitted.

### K. TRAFFIC CONTROL SIGNS

Contractor shall provide and install traffic control signs as shown on the plans and in accordance with PennDOT Publication 408, sections 930 through 936 and as follows:

1. Contractor shall install all mast arm mounted signs with brackets as per **Material List** with a minimum of two (2) Z-Type brackets on pipes that allow adjustment of the signs or on extruded aluminum stiffeners. All signs using stiffeners shall be installed in accordance with Penn DOT Publication 111, TC-8800 Series.
2. All banding for structure-mounted signs shall be  $\frac{3}{4}$ -inch stainless steel banding. On painted poles provide epoxy paint coated stainless steel banding. Pedestrian pushbutton signs may use  $\frac{1}{2}$ -inch stainless steel banding.

3. All post-mounted signs shall be installed on breakaway square signposts. Two posts shall be provided for any signs over 48" wide.
4. Overhead Street Name Signs shall be white legend on green background and shall conform to PennDOT Publication 236 Standards for Series D3-4 and/or D3-5 signs. All signs shall have the township logo and be approved by the Township.

### L. WIRING, CONDUIT, AND JUNCTION BOXES

1. At all locations within the Township, all traffic signal wiring shall conform to PennDOT Publication 408 and IMSA 20-1 for cable in conduit systems. IMSA 19-1 shall be used for overhead span wire installations. All cable splices in base of traffic signal poles shall be connected by a waterproof type electrical connector. King Connectors or approved equal shall be used. Install with the head pointed down so sealant does not escape.
2. Rigid Polyvinyl Chloride Conduit for direct burial shall be Schedule 40; 90C with a UL651 Listing for rigid nonmetallic conduit; UL-514 Listing for fittings. Exposed conduit shall be galvanized steel rigid metal conduit (RMC) or RPCC, Schedule 80. UL Listed.
3. Conduit for fiber optic cable, as noted on the plans, shall be 2-inch diameter. A suitable fiber optic locator tape shall be placed between 12 –18" above the top of the conduit or a single 14AWG copper cable installed within the conduit system. All fiber optic conduits shall be installed at a minimum depth of 36" below finished grade.
4. Conduit installed across any roadway shall be a minimum 3-inch diameter. A minimum of two 3-inch conduits and one spare 3-inch conduit shall be installed in the controller cabinet foundation to allow for future expandability. One-inch conduit can only be used for a ground rod. Where conduit is only occupied by fiber optic cable, supply a 14-gauge copper trace wire for the entire conduit run.
5. Install a spare 3-inch conduit from all pole bases to the adjacent junction box. A 2-inch conduit would be acceptable with written approval from the Township.
6. All conduits entering into a junction box must end with a ninety-degree sweep and be high enough to prevent drainage stone from entering conduit. Any change requires written approval from the Township.
7. Provide junction boxes as per **Material List**. Junction box lids shall be labeled "Traffic Signal" or "Fiber Optic Cable" as appropriate and as directed by the Township. All junction boxes must conform to all test provisions of the latest version of the ANSI/SCTE 77

## Section 4-0: Technical Specifications

“Specification for Underground Enclosure Integrity” for Tier 15 applications, as a minimum. In areas of deliberate and non-deliberate vehicular traffic and as determined by the Township, junction boxes meeting greater load requirements will be provided.

### M. GENERATOR/UTILITY TRANSFER ASSEMBLY

Generator cabinet to be equipped with plugs and cords as per **Material List**.

1. An assembly shall be provided that will allow an automatic transfer between Utility and local fed electrical power in a manner that is both safe and simple to execute. No tools shall be used to affect the transfer. The assembly shall be installed inside of a NEMA 3R cabinet measuring 14”x10”x7” and will be keyed to accommodate a standard traffic cabinet “police door” key.
2. The transfer action shall involve the de-energizing of a 10-amp relay to provide a seamless transition from utility to generator power. When the utility service is active the relay shall energize to supply a seamless transition to utility power. The generator shall be grounded to the controller assembly by a three prong NEMA L5-30 plug.
3. All elements of the assembly shall be designed to carry single phase 120vac 60 Hz. electrical current at 30 amperes. The transfer assembly shall be so constructed to physically prevent either power source from back feeding the other. Only one power source may be connected to the load at any one time. All electrical connections shall be covered or recessed within insulating materials. Instructions & schematic detailing the transfer procedure and connections shall be attached to the assembly.
4. The Utility power shall enter the transfer assembly from a fused or breaker disconnect box. The generator power shall enter the transfer assembly from a compatible three-conductor industry standard inlet (NEMA L5-30P). A breaker, of ampacity not to exceed the inlet’s rated current, shall be connected between the inlets “hot” leg and the transfer assembly. A compatible surge protection device shall be connected between the load side of this breaker and an Earth connection. The common leg of the inlet shall be connected directly to the load’s Neutral bus. The ground leg of the inlet shall be connected to an Earth connection.

# APPENDIX A

## MATERIAL LIST

### *Upper Uwchlan Township*

#### Technical Specifications for Traffic Control Signalization

#### MATERIALS LIST

- Traffic Signal Timer Unit: Econolite EOS, Cobalt ATC Series as a minimum
- Power Supply: Same manufacturer as the controller unit.
- Cabinet Door, Main Lock: Corbin tumbler lock # 1548-1
- Cabinet Door, Police Lock: Corbin # R357SGS or exact equivalent
- Power Panel Surge Arrester: HESCO RSL Model HE1750
- Power Panel Mercury Contactor: As provided by the cabinet supplier.
- Malfunction Management Unit (MMU): Reno MMU2-1600GE or EDI
- Conflict Monitor Unit (CMU): EDI SSM-12LE
- Bus Interface Units (BIU): Same manufacturer as the controller unit.
- Luminaire: LED Cobra Head, Watt TBD
- Stop Bar Vehicle Detection: Wavetronix Matrix Radar Detection; No Traffic, Video/Radar, Type 2 Detection; Econolite Autoscope Vision
- Advance Detection Wavetronix Smart Sensor Advance Delema Zone.
- Pedestrian Pushbuttons No Traffic, Video/Radar, Type 2 Detection
- Durable Pavement Markings: Latching Polara BDL3-X or latest model
- Cable Splice Connector: Latching Polara iNS/iDS or latest model (as needed)
- Traffic Signal Heads: Alkyd Thermoplastic or Epoxy Resin
- Pedestrian Signal Heads: King Connectors or approved equal re-enterable silicon-based connector
- Traffic Signal Heads: Polycarbonate housing with PennDOT approved LED lenses
- Pedestrian Signal Heads: Polycarbonate housing and man/hand symbols and countdown timer with PennDOT approved LED lenses

# *Upper Uwchlan Township*

## **Technical Specifications for Traffic Control Signalization**

### **MATERIALS LIST**

- Managed Ethernet Switch: CommNet Model CNGE8MS or approved equal
- Ethernet SFP Module: CommNet SFP-6 Single Mode
- Emergency Preemption: GTT 762 or 764 modules; Miovision Opticom Preemption or approved equal
- Uninterruptible Power Supply System: Alpha Technologies with Alpha Remote Battery Monitoring System (RBMS)  
TechPower Development, Model DBLMXU-36 Series, w/ECO Green Energy Mode or equal.
- Mast Arm Sign Brackets: Pelco Astro Bracket; Northeast American Bracket.
- Signal Head Brackets: Sky Bracket Cable Clamp for rigid mount signal heads; Pelco Astro Bracket; Northeast American.
- Junction Boxes: Quazite Brand or approved equal
- Generator Cabinet: 30A 120vac twist lock male plug and cord with a 30A female twist lock and 15A male straight blade.

*\* A Garmin GPS, or approved equal, must be supplied with each cabinet unless specifically excluded.*

*\*\* All equipment shall meet and/or exceed all PennDOT and MUTCD requirements. Alternative equipment may be submitted to the Township for approval. Upper Uwchlan Township shall have the final determination as to the manufacturer or equipment.*

RESOLUTION #

BE IT RESOLVED, by authority of the \_\_\_\_\_ Board of Supervisors  
(Name of Municipality/Authority)

of Township of Upper Uwchlan  
(Name of Municipality if Authority)  
Chester \_\_\_\_\_, County, and it is hereby

resolved by authority of the same, that the \_\_\_\_\_ Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for  
Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this  
Application on behalf of the MUNICIPALITY.

ATTEST:

\_\_\_\_\_  
Township of Upper Uwchlan

(Name of Municipality/Authority)

BY \_\_\_\_\_

\_\_\_\_\_  
Signature and Official Title

\_\_\_\_\_  
Signature and Official Title

(SEAL)

I, Gwen A. Jonik, Township Secretary  
(Name) \_\_\_\_\_ (Official Title)  
of the Upper Uwchlan Township, Board of Supervisors,  
(Name of Governing Body and Municipality)

do hereby certify that the foregoing is a true and correct copy of the Resolution adopted

at a regular meeting of the \_\_\_\_\_ Board of Supervisors  
(Name of Governing Body)

held the 18<sup>th</sup> day of November, 2024.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Signature and Official Title)

# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

Municipality has a fully executed Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality, Agreement # \_\_\_\_\_, with an effective date of \_\_\_\_\_. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.

Municipality does not have an existing Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: 6 County: Chester County Municipality: Upper Uwchlan Township

Location (Intersection): Struble Trail Trailhead and Dorlan Mill Road (T-583)

Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # \_\_\_\_\_

Type of Device (select one):  Traffic Control Signal  Electronic Sign  Flashing Warning Device

In-Roadway Warning Lights  Intersection Control Beacon

Rectangular Rapid Flashing Beacon (RRFB)  School Zone Speed Limit Sign

LED Border Lit Sign  Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No

System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

## C – Attachments Listing

<input type="checkbox"/> Municipal Resolution	<input type="checkbox"/> Location Map	<input type="checkbox"/> Traffic Volumes/Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input type="checkbox"/> Warrant Analysis	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Municipal Contact Information
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Traffic Impact Study (TIS)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Condition Diagram		

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Commonwealth and Municipal Traffic Signal Maintenance Agreement referenced in Section A.

By (Signature): \_\_\_\_\_ Date: 11/18/2024

Printed Name of Municipal Authorized Official: Tony Scheivert

Title of Signatory: Upper Uwchlan Township Manager

## DEPARTMENT USE ONLY

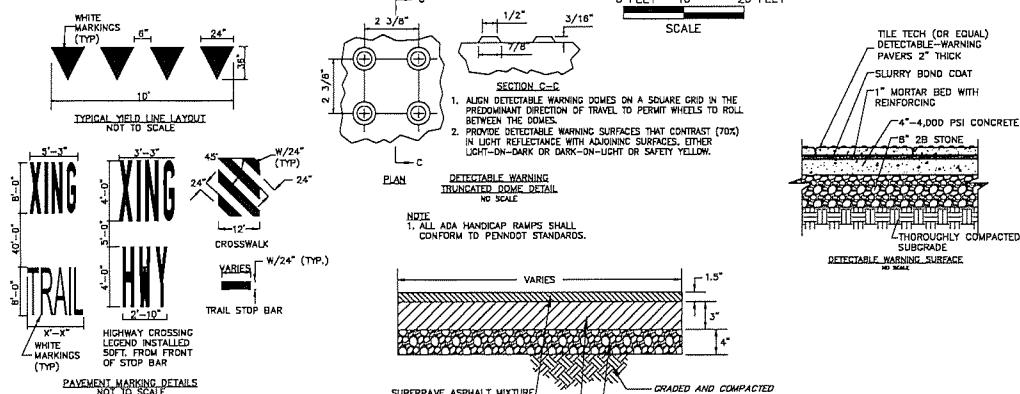
County: \_\_\_\_\_ Engineering District: \_\_\_\_\_

Department Tracking #: \_\_\_\_\_ Intial Submission Date: \_\_\_\_\_



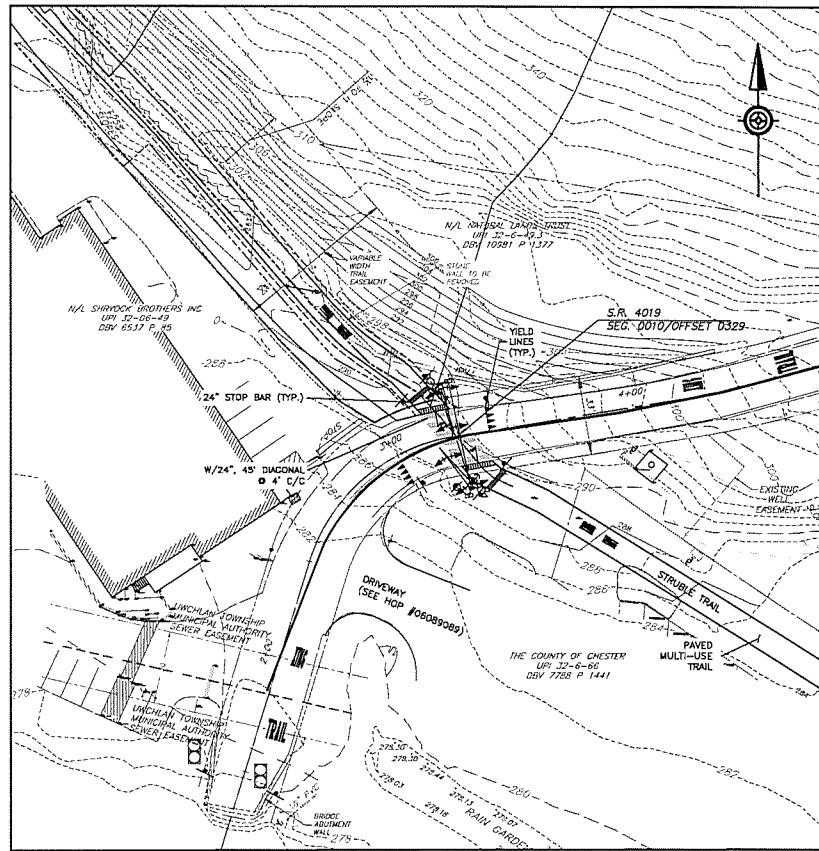
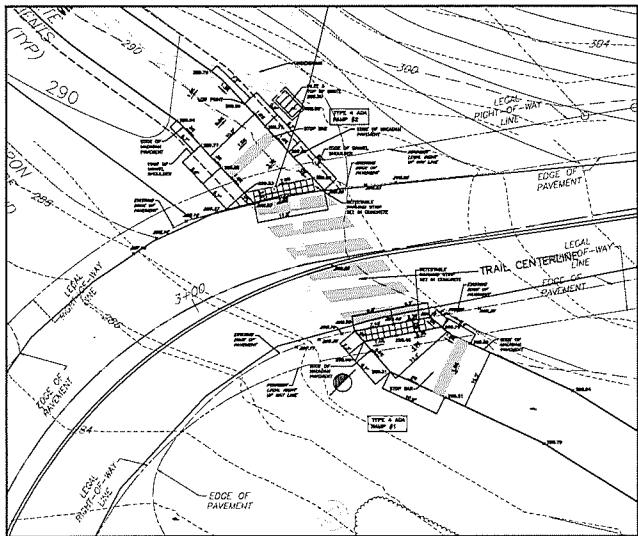
**SIGNAGE AND PAVEMENT MARKING NOTES.**

1. MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DEPARTMENT'S SPECIFICATED STANDARDS.
2. THE TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS COVERING THE DESIGN, LOCATION, AND OPERATION OF ALL OFFICIAL TRAFFIC SIGNS, SIGNALS, AND MARKINGS ON AND ALONG HIGHWAYS WITHIN THE COMMONWEALTH OF PENNSYLVANIA.
3. ALL PAVEMENT MARKINGS SHALL BE REFLECTIVE.
4. THE CONTRACTOR SHALL PREPARE THE PAVEMENT SURFACE FOR THE PROPER ADHESION, ANY SWEEPING OR REMOVAL OF DEBRIS, GRAVEL, DIRT, OR OTHER FOREIGN MATERIALS SHALL BE CONSIDERED INCIDENTAL TO THE INSTALLATION OF THE NEW PAVEMENT MARKINGS, AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.
5. THE CONTRACTOR SHALL REMOVE ALL PREVIOUS PAVEMENT MARKINGS WHICH IN THE OPINION OF THE ENGINEER CONFLICT WITH THE NEW PAVEMENT MARKINGS, UNLESS OTHERWISE PROVIDED, THE REMOVAL OF THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE INSTALLATION OF THE NEW PAVEMENT MARKINGS, AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.
6. THE CONTRACTOR SHALL NOTE ALL SPECIAL PROVISIONS OF THE CONTRACT AND SPECIFICALLY WITH REGARDS TO: THE RATE OF APPLICATION, MAINTENANCE OF TRAFFIC, RESTRICTED WORKING HOURS, AND RESTRICTED WEATHER CONDITIONS. NO DEVIATIONS WILL BE PERMITTED.
7. UNLESS SPECIFIED OTHERWISE, THE BASIS OF MEASUREMENT SHALL BE ALONG THE LONGITUDINAL CENTERLINE OF PAVEMENT MARKINGS. MEASUREMENT FOR LEGENDS SHALL BE PER MESSAGE, COMPLETE AND IN PLACE.
8. PRIOR TO APPLICATION, THE CONTRACTOR SHALL FIELD CHECK AND LOCATE ALL EXISTING PAVEMENT MARKINGS TO THE SATISFACTION OF THE PENNDOT INSPECTOR AND OWNER.
9. ALL MARKINGS IMPROPERLY APPLIED OR LOCATED, SHALL BE COMPLETELY RE-APPLIED AT THE EXPENSE OF THE CONTRACTOR.
10. WHERE BITUMINOUS SEALANTS PREVENTS OR MAKES IMPRACTICAL THE EXTENDING OF LINES TO THE FACE OF THE CURB, THE CONTRACTOR SHALL PAINT THE MARKING ON THE CURB SEALANT OR WITHIN ONE FOOT OF THE FACE OF CURB, WHICHEVER IS LESS.
11. ALL PROPOSED PAVEMENT MARKINGS MUST BE HOT THERMOPLASTIC ON BITUMINOUS PAVEMENT. THE MARKINGS SHALL BE CONFORM TO THE PAVEMENT MARKING LEGENDS. ALL PROPOSED PAVEMENT MARKINGS MUST BE EPOXY ON CONCRETE PAVEMENT, INCLUDING LONG AND SHORT LINES AND PAVEMENT MARKING LEGENDS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING PENNDOT APPROVED BREAKAWAY POSTS IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE TC-8700 SERIES IN PENNDOT PUBLICATION 111.
13. ALL TRAFFIC CONTROL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2021 MUTCD AND THE MOST RECENT VERSION OF PENNDOT PUBLICATION 238M, HANDBOOK OF APPROVED SIGNS.
14. ALL PAVEMENT MARKINGS SHALL BE 90 MM THERMOPLASTIC AND SHALL BE ACCORDING WITH THE MOST RECENT VERSION OF THE TC-8600 SERIES IN PENNDOT PUBLICATION 111.



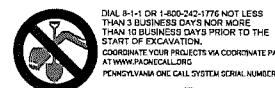
**GENERAL NOTES:**

1. ALL CONSTRUCTION IS TO BE COMPLETED IN ACCORDANCE WITH PENNDOT PUBLICATION 72M (RC-67M) OR LOCAL MUNICIPALITY SPECIFICATIONS, AS APPLICABLE.
2. THE ELEVATIONS AND SLOPES PROVIDED ARE FOR REFERENCE ONLY. THESE ELEVATIONS AND SLOPES ARE TO BE FIELD VERIFIED, AND ANY FIELD ADJUSTMENTS MUST BE IN ACCORDANCE WITH PENNDOT PUBLICATION 72M (RC-67M) OR LOCAL MUNICIPALITY SPECIFICATIONS, AS APPLICABLE.
3. MOUNTAIN SLOPES ARE TO BE ADJUSTED SO THAT THE MAXIMUM PERMISSIBLE SLOPES IN ORDER TO ALLOW FOR ANY ADJUSTMENTS NECESSARY BASED ON EXISTING FIELD CONDITIONS.
4. CONSTRUCT ALL SIGNAL AND PEDESTRIAN POLE FOUNDATIONS TO BE FLAT AND LEVEL, AND NOT TO EXCEED AN ELEVATION INDICATED.
5. THE INDICATED SLOPE ARROWS REFLECT DIRECTION OF SLOPE AND POINT DOWNGRADE.
6. WHERE SLOPE IS ADJUSTED ADJACENT TO GRASS AREAS, THE GRASS AREAS SHOULD BE REGRADED, TO TIE-BACK TO EXISTING CONDITIONS WITH A MAXIMUM 3:1 SLOPE, UNLESS OTHERWISE INDICATED.
7. ADJUST ALL AFFECTED UTILITY VALVES, CULV COVERS, JUNCTION BOXES, AND MANHOLE COVERS, AS NEEDED.
8. PEDESTRIAN PUSHBUTTONS, PEDESTRIANS, AND DETECTION CAMERAS ARE TO BE INSTALLED PER THE CORRESPONDING SIGNAL PERMIT PLANS.



**LEGEND**

- MAST ARM / IDENTIFYING LENGTH
- FLASHING SIGNAL INDICATIONS
- THERMAL IMAGING DETECTION CAMERA
- SIGN / IDENTIFYING LETTER
- PEDESTRIAN PUSH BUTTON
- CONTROLLER ASSEMBLY
- DETECTABLE WARNING SURFACE
- PAVED MULTI-USE TRAIL
- JUNCTION BOX



**UPPER UWCHLAN TOWNSHIP  
STURBLE TRAIL  
ADA CROSSING IMPROVEMENTS**  
Chester County, Pennsylvania

**benesch**

460 E Swinderton Road,  
Suite 1050  
Wayne, PA 19087

# UPPER UWCHLAN TOWNSHIP



## MEMORANDUM

### ADMINISTRATION

**TO:** The Board of Supervisors

**FROM:** Tony Scheivert  
Township Manager

**RE:** Purchase of 511 Byers Road

**DATE:** November 14, 2024

=====

In the Board of Supervisors packet for the Monday, November 18<sup>th</sup> meeting is an agreement of sale for the purchase of 511 Byers Road (32-4-35 and 32-4-36). The property is currently owned by Mr. Sam Acker Jr. The property has been in Mr. Acker's family for many years and was the location of the family's dairy farm. The Township is purchasing the property for open space and possibly a future park. The Township will be using ARPA funds for the purchase.

COUNTY OF CHESTER  
PENNSYLVANIA



Find Address Information

PAR ID: 3204 003 50000

UPT: 32-4-35

Owner1: ACKER SAM JR.

Owner2: EAGLE FARMS

RD

Mail Address 2: CHESTER SPRINGS

PA

Mail Address 3:

ZIP Code: 19425

Deed Book: 9033

Deed Page: 1677

Legal Desc 1: NS BYERS RD

Legal Desc 2: 10.3 AC

Acres: 10.3

LUC: V-10

Lot Assessment: 43540

Property Assessment: 0

Total Assessment: 43540

Assessment Date: 12/15/2023 7:59:35

AM

Property Address: 511 BYERS RD

Municipality: UPPER UWCHLAN

School District: Downingtown Area

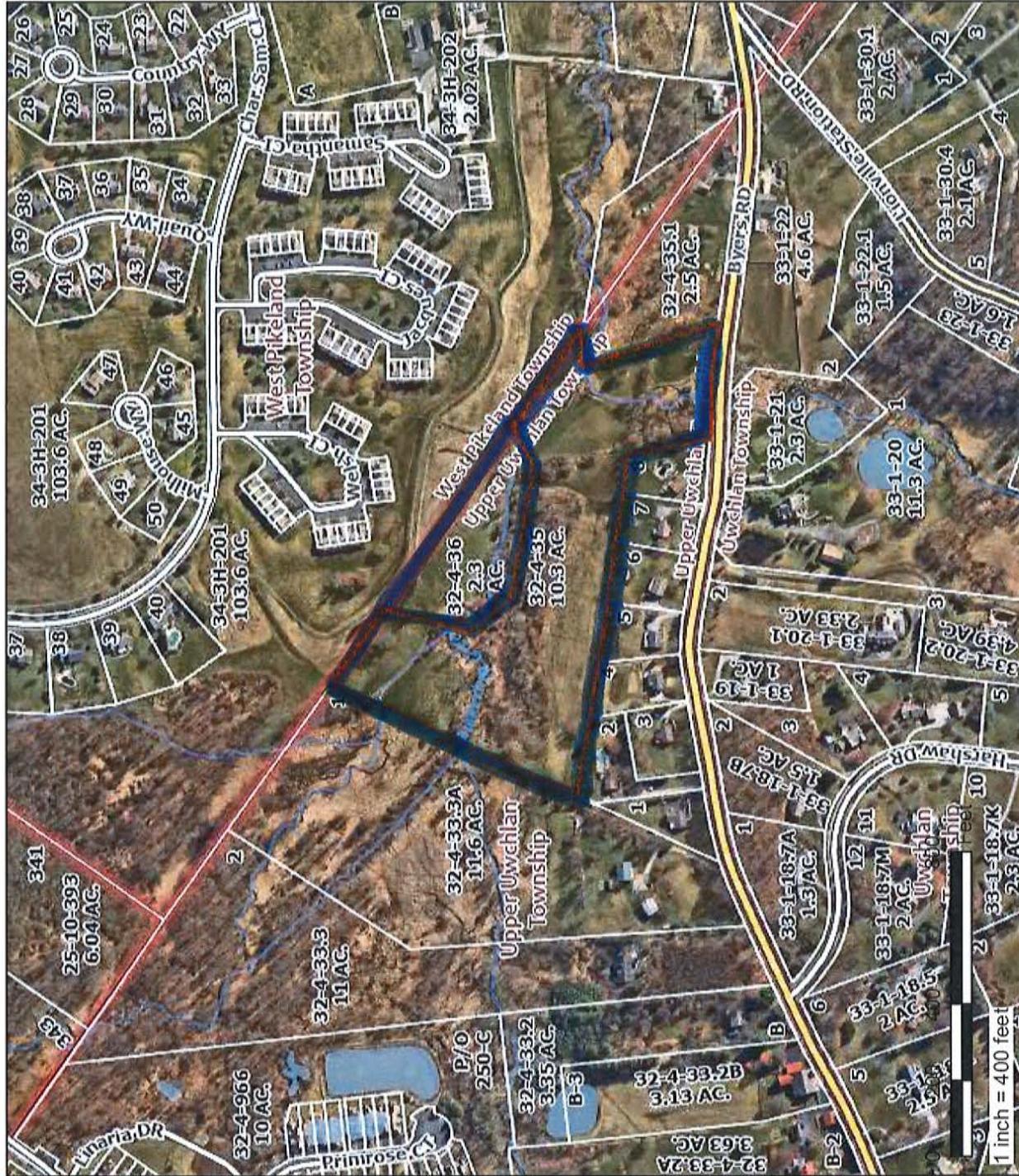
Map Created:  
Thursday, November 14, 2024

County of Chester



Limitations of Liability and Use:  
County of Chester, Pennsylvania makes no claims to  
the completeness, accuracy, or content of any data  
contained herein, and makes no representation of any  
kind, including, but not limited to, the warranties of  
merchantability or fitness for a particular use, nor are  
any such warranties to be implied or inferred with  
respect to the information or data contained herein.  
For information on data sources visit the CIS  
Service Page listed at [www.cdecis.org/gis](http://www.cdecis.org/gis).

511 Byers





**STANDARD AGREEMENT FOR THE SALE OF VACANT LAND**  
 This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASVL

PARTIES	
<b>BUYER(S):</b> <u>Upper Uwchlan Township</u>	<b>SELLER(S):</b> <u>Sam Acker, Jr.</u>
<b>BUYER'S MAILING ADDRESS:</b> <u>140 Pottstown Pike</u> <u>Chester Springs, PA 19425</u>	<b>SELLER'S MAILING ADDRESS:</b> <u>1931 Eagle Farms Road</u> <u>Chester Springs, PA 19425</u>

PROPERTY	
<input type="checkbox"/> <b>See Property Description Addendum</b>	
<b>ADDRESS</b> (including postal city) <u>511 Byers Road, Chester Springs, PA</u> ZIP <u>19425</u> , in the municipality of <u>Upper Uwchlan</u> , County of <u>Chester</u> , in the School District of <u>Downington Area</u> , in the Commonwealth of Pennsylvania. Tax ID #(s): <u>32-04-0035 and 32-04-0036</u> and/or Identification (e.g., Parcel #, Lot, Block; Deed Book, Page, Recording Date; Control #): <u>UPI #'s: 32-4-35 and 32-4-36, Deed Book 9033, Page 1677</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> <b>No Business Relationship (Buyer is not represented by a broker)</b>	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent(See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)  <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> <b>No Business Relationship (Seller is not represented by a broker)</b>	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)  <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent. <b>By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.</b>	

Buyer Initials: \_\_\_\_\_

ASVL Page 1 of 13

Seller Initials: \_\_\_\_\_

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 rev. 8/24; rel. 8/24

1    1. **By this Agreement, dated \_\_\_\_\_, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.**

2    2. **PURCHASE PRICE AND DEPOSITS (1-16)**

3    (A) Purchase Price \$ 380,000.00 ),

4    **Three Hundred Eighty Thousand**

5    \_\_\_\_\_ to be paid by Buyer as follows:

6    1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 1,000.00

7    2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_

8    3. \_\_\_\_\_ \$ \_\_\_\_\_

9    Remaining balance will be paid at settlement.

10   (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

11   (C) Deposits, regardless of the form of payment and person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: Deposit paid to Buyer's title company ), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

12   3. **SELLER CONCESSIONS (8-24)**

13   (A) **Buyer Broker Fee**

14   In addition to any cooperating compensation negotiated between the brokers using the Cooperating Broker Compensation Agreement (PAR Form CBC) or via some other agreement, Seller will pay the following fee to Broker for Buyer on behalf of Buyer at settlement. \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified)

15   (B) **Closing Cost Assistance**

16   Seller will pay the following amount towards Buyer's closing costs other than a brokerage fee payable to Broker for Buyer, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender. \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified)

17   4. **SETTLEMENT AND POSSESSION (1-16)**

18   (A) Settlement Date is on or before 12/23/2024, or before if Buyer and Seller agree.

19   (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

20   (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_

21   (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

22   1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

23   2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.

24   School tax bills for all other school districts are for the period from July 1 to June 30.

25   (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

26   (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

27   (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

28   (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

29   5. **DATES/TIME IS OF THE ESSENCE (2-12)**

30   (A) Written acceptance of all parties will be on or before: November 22, 2024

31   (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

32   (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

62   Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

63 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-  
 64 ment of the parties.  
 65 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms  
 66 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to  
 67 all parties, except where restricted by law.

68 **6. ZONING (1-16)**

69 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdi-  
 70 vidable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if  
 71 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

72 **Zoning Classification, as set forth in the local zoning ordinance: R-3**

73 **7. FIXTURES AND PERSONAL PROPERTY (6-20)**

74 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included: \_\_\_\_\_

75 (B) The following items are not owned by Seller and may be subject to a lease or other financing agreement: \_\_\_\_\_

76 (C) EXCLUDED fixtures and items: \_\_\_\_\_

77 **8. BUYER FINANCING (8-22)**

78 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of **any** contingency in this  
 79 Agreement, if Buyer chooses to obtain mortgage financing, the following terms apply:

1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or  
 80 employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and  
 81 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(C), or otherwise causes the lender  
 82 to reject, or refuse to approve or issue, a mortgage loan commitment.
2. Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application  
 83 (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist  
 84 in the mortgage loan process.
3. Seller will provide access to insurers' representatives and, as may be required by the mortgage lender(s), to surveyors, municipal  
 85 officials, appraisers, and inspectors.
4. If the mortgage lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date.

86 (B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV  
 87 may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level.  
 88 The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised  
 89 value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower  
 90 than the Purchase Price and/or market price of the Property.

91 (C) **Mortgage Contingency**

92  **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the  
 93 parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict  
 94 Buyer's right to obtain mortgage financing for the Property.

95  **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon  
 96 receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage  
 97 application(s) according to the following terms, **Buyer will promptly deliver a copy of the documentation to Seller, but in  
 98 any case no later than \_\_\_\_\_ (Commitment Date).**

<p><b>First Mortgage on the Property</b>            Loan Amount \$ _____            Minimum term _____ years            Type of mortgage _____</p>	<p><b>Second Mortgage on the Property</b>            Loan Amount \$ _____            Minimum term _____ years            Type of mortgage _____</p>
For: <input type="checkbox"/> Land acquisition only <input type="checkbox"/> Land acquisition and construction <input type="checkbox"/> Other _____	For: <input type="checkbox"/> Land acquisition only <input type="checkbox"/> Land acquisition and construction <input type="checkbox"/> Other _____
Loan-To-Value (LTV) ratio not to exceed _____ % Mortgage lender _____	Loan-To-Value (LTV) ratio not to exceed _____ % Mortgage lender _____
interest rate _____ %; however, <b>Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %</b> Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	interest rate _____ %; however, <b>Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %</b> Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

127 Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

1. The interest rate(s) and fee(s) provisions in Paragraph 8(C) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:

- Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
- The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(C), OR
- The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

3. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good-faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.

4. If this Agreement is terminated pursuant to Paragraph 8(C)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

5. If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a task(s) to be performed to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will comply with the lender's or insurer's requirements at Seller's expense.

- If Seller complies with the mortgage lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.
- If Seller will not comply with the mortgage lender's or insurer's requirements, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:

  - Comply with the mortgage lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
  - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, comply with the mortgage lender's or insurer's requirements at Buyer's expense and agree to the RELEASE in Paragraph 29 of this Agreement.

## 9. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

## 10. SELLER REPRESENTATIONS (1-16)

### (A) Status of Water

Seller represents that the Property is served by:

Public Water  Community Water  On-site Water  None

### (B) Status of Sewer

1. Seller represents that the Property is served by:

Public Sewer  Community Sewage Disposal System  Ten-Acre Permit Exemption (see Sewage Notice 2)  
 Individual On-lot Sewage Disposal System (see Sewage Notice 1)  Holding Tank (see Sewage Notice 3)  
 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; Sewage Notice 4, if applicable)  
 None (see Sewage Notice 1)  None Available/Permit Limitations in Effect (see Sewage Notice 5)

### 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

**Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with

administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

**Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

**Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.**

**Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

**Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents that Seller has no knowledge except as noted in this Agreement that: (1) The Property has been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, a Special Flood Hazard Area, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 10(C).

(E) **Historic Preservation**  
Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

**(F) Land Use Restrictions**

1.  Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):

- Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
- Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- Other \_\_\_\_\_

## 2. Notices Regarding Land Use Restrictions

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

257      **Buyer Initials:**

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**Seller Initials:** \_\_\_\_\_

258 (G) **Public and/or Private Assessments**

259 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-  
260 ciation assessments (excluding assessed value) have been made against the Property which remain unpaid, and that no notice  
261 by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to  
262 violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition  
263 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_  
264

265 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_  
266

267 (H) **Highway Occupancy Permit**

268 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation and/or the  
269 municipality. It should not be presumed that agricultural and other existing accesses or driveways are permitted.

270 **11. WAIVER OF CONTINGENCIES (9-05)**

271 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental  
272 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's fail-  
273 ure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer  
274 accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.

275 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (6-20)**

276 (A) **Rights and Responsibilities**

277 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to  
278 surveyors, municipal officials, appraisers and inspectors. Unless otherwise agreed, only Parties and their real estate licensee(s)  
279 may attend any inspections.  
280 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the  
281 condition of the Property is as required by this Agreement and any addenda. Buyer's right to this inspection is not waived by  
282 any other provision of this Agreement.  
283 3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition  
284 as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or  
285 reimbursing Seller for any loss of value.  
286 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for  
287 Buyer.  
288 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

289 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspec-  
290 tion" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or  
291 otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing.  
292 If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph  
293 12(D) for Notices Regarding Property & Environmental Inspections)

294 (C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any  
295 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a  
296 written corrective proposal(s) to Seller, according to the terms of Paragraph 13(B).

297 **Property Inspections and Environmental Hazards**

298 **Elected** Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetra-  
299 tion; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environ-  
300 mental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer  
301 may select. (See Notices Regarding Property & Environmental Inspections) **Waived**

302 **Deeds, Restrictions and Zoning**

303 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-  
304 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the  
305 Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agree-  
306 ment contingent upon an anticipated use. Present use: \_\_\_\_\_ **Waived**

307 **Water Service**

308 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise  
309 qualified water/well testing company. If and as required by the existing inspection company, Seller, at Seller's ex-  
310 pense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its  
311 previous condition, at Seller's expense, prior to settlement. **Waived**

312 **Connection to Off-Site Water Source**

313 **Elected** Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of  
314 Service Provider): \_\_\_\_\_ . (See Paragraph 14) **Waived**

315 **On-Lot Sewage (If Applicable)**

316 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic  
317 load test, from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at  
318 Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all  
319 water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,  
320 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection  
321 Contingency. **Waived**

322 **Buyer Initials:** \_\_\_\_\_

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**Seller Initials:** \_\_\_\_\_

323	<b>Elected</b>	<b>Connection to Off-Site Sewage Disposal System</b> Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): _____ are acceptable to Buyer. (See Paragraph 15)	<b>Waived</b>
324	<b>Elected</b>	<b>Property and Flood Insurance</b> Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.	<b>Waived</b>
325	<b>Elected</b>	<b>Property Boundaries</b> Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.	<b>Waived</b>
326	<b>Elected</b>	<b>Other</b> _____	<b>Waived</b>
327	The Inspections elected above do not apply to the following existing conditions and/or items: _____		
328	<hr/>		
329	<b>(D) Notices Regarding Property &amp; Environmental Inspections</b>		
330	1. <b>Electromagnetic Fields:</b> Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.		
331	2. <b>Environmental Hazards:</b> The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. Inquiries or requests for more information about hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.		
332	3. <b>Wetlands:</b> Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer or surveyor to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.		
333	<b>13. INSPECTION CONTINGENCY (6-20)</b>		
334	(A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).		
335	(B) <b>Within the stated Contingency Period and as</b> the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):		
336	1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR		
337	2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR		
338	3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.		
339	The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.		
340	a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:		
341	(1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR		
342	(2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.		
343	If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Negotiation Period ends.		
344	b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:		
345	<hr/>		
346	<hr/>		

386 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this  
387 Agreement, OR  
388 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
389 of Paragraph 27 of this Agreement.

390 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by**  
391 **written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the**  
392 **RELEASE in Paragraph 29 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.**

393 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_  
394 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the  
395 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion  
396 date for corrective measures. Within \_\_\_\_\_ 5 \_\_\_\_\_ DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated  
397 time, Buyer will notify Seller in writing of Buyer's choice to:

- 398 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR  
399 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Para-  
400 graph 27 of this Agreement, OR  
401 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any  
402 mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required  
403 by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property  
404 given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects,  
405 Buyer may, within \_\_\_\_\_ 5 \_\_\_\_\_ DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies  
406 returned to Buyer according to the terms of Paragraph 27 of this Agreement.

407 **If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to**  
408 **Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.**

409 **14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY**

410  NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.  
411  WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the  
412 option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER  
413 WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.  
414  ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.

- 415 1. **Within the Contingency Period**, Buyer will make a completed, written application for municipal approval for the installa-  
416 tion of an on-site water system from \_\_\_\_\_ (municipality).  
417 Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.  
418 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.  
419 3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:
  - 420 a. **Accept the Property** and agree to the RELEASE in Paragraph 29 of this Agreement, OR
  - 421 b. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
422 Paragraph 27 of this Agreement, OR
  - 423 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

424 **If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not**  
425 **terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree**  
426 **to the terms of the RELEASE in Paragraph 29 of this Agreement.**

427 **15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY (1-16)**

428  NOT APPLICABLE. The Property has an existing sewage disposal system.  
429  WAIVED. Seller has provided to Buyer a current Site Investigation and Percolation Test Report on a form approved by the Pennsyl-  
430 vania Department of Environmental Protection. Buyer understands and acknowledges that Buyer is not required to accept the results  
431 of the Report provided by Seller and that Buyer has the option to make this Agreement contingent on receiving municipal approval  
432 for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE  
433 in Paragraph 29 of this Agreement.  
434  ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.

- 435 1. **Within the Contingency Period**,  Buyer or  Seller will make a completed, written application for municipal approval for  
436 the installation of an individual on-lot sewage disposal system from \_\_\_\_\_  
437 \_\_\_\_\_ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the  
438 application and approval process.  
439 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.  
440 3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:
  - 441 a. **Accept the Property** and agree to the RELEASE in Paragraph 29 of this Agreement, OR
  - 442 b. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
443 Paragraph 27 of this Agreement, OR
  - 444 c. Enter into a mutually acceptable written agreement with Seller. as acceptable to the lender(s), if any.

445 **If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not**  
446 **terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the**  
447 **terms of the RELEASE in Paragraph 29 of this Agreement.**

449 **16. REAL ESTATE TAXES AND ASSESSED VALUE (1-16)**

450 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property  
451 at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the  
452 property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the  
453 property and result in a change in property tax. Certain improvements will result in the Property being reassessed and Buyer will receive  
454 an interim tax bill for the increased taxes due for the current tax period. This interim tax bill may not be covered by Buyer's tax escrow  
455 with the lender, if any.

456 **17. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (6-20)**

457 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(G) (excluding assessed value) are re-  
458 ceived after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or  
459 assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 460 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices  
461 and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
- 462 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**  
463 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS  
464 that Buyer will:
  - 465 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph  
466 29 of this Agreement, OR
  - 467 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
468 Paragraph 27 of this Agreement.

469 **If Buyer fails to respond within the time stated in Paragraph 17(A)(2) or fails to terminate this Agreement by written  
470 notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this  
471 Agreement.**

472 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to  
473 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice  
474 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of  
475 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to  
476 Seller.

- 477 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy  
478 of the notice to Buyer and notify Buyer in writing that Seller will:
  - 479 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improve-  
480 ments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
  - 481 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will  
482 notify Seller in writing within 5 DAYS that Buyer will:
    - 483 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph  
484 29 of this Agreement and make the repairs at Buyer's expense after settlement, OR
    - 485 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
486 of Paragraph 27 of this Agreement.

487 **If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by  
488 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29  
489 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms  
490 of the notice provided by the municipality.**

- 491 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement  
492 Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice  
493 to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- 494 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,  
495 Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 17 (B)(3) will survive  
496 settlement.**

497 **18. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)**

498 (A) Property is NOT or part of a Planned Community unless checked below.

499  **PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** The Property is part of a planned community as defined by the  
500 Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration  
501 (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions  
502 set forth in section 5407(a) of the Act.

503 (B) **THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.**

- 504 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association  
505 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides  
506 that the association is required to provide these documents within 10 days of Seller's request.
- 507 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer  
508 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the  
509 association in the Certificate.
- 510 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and  
511 for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declar-  
512 ing this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 of this Agreement.

514  
515  
516  
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518  
519 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reim-  
520 burse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement,  
521 and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
522 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees  
523 and charges paid in advance to mortgage lender.

524 19. **TITLES, SURVEYS AND COSTS (6-20)**

525 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular  
526 rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic  
527 preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground;  
528 easements of record; and privileges or rights of public service companies, if any.

529 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from  
530 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies  
531 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to  
532 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insur-  
533 ance policy.

534 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
535 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and  
536 charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

537 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

538 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-  
539 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or  
540 required by the mortgage lender will be obtained and paid for by Buyer.

541 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any  
542 extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller  
543 filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public  
544 tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and  
545 encumbrances against the Property.

546 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,  
547 as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can  
548 convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon  
549 termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 27 of this Agreement and Seller will  
550 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agree-  
551 ment, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).

552 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation  
553 about the status of those rights unless indicated elsewhere in this Agreement.

554  **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

555 (I) **COAL NOTICE (Where Applicable)**

556 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH  
557 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL  
558 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
559 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July  
560 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from  
561 coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private  
562 contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the  
563 provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to  
564 sign the deed from Seller which deed will contain the aforesaid provision.

565 (J) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_  
566  **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

567 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private  
568 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is  
569 payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation  
570 to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether  
571 the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other  
572 consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose  
573 the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives  
574 certain rights and protections to buyers.

575 20. **MAINTENANCE AND RISK OF LOSS (1-16)**

576 (A) Seller will maintain the Property (including but not limited to grounds, fixtures, appliances, and personal property) specifically listed  
577 in this Agreement in its present condition, normal wear and tear excepted.

578 (B) If any part of the Property included in the sale is damaged or fails before settlement, Seller will:  
1. Repair or replace that part of the Property before settlement, OR  
2. Provide prompt written notice to Buyer of Seller's decision to:  
a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mort-  
gagelender, if any, OR

579 Buyer Initials: \_\_\_\_\_

ASVL Page 10 of 13

Seller Initials: \_\_\_\_\_

579 b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value  
580 of the damaged or failed part of the Property.

581 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails**  
582 **to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever  
583 is earlier, that Buyer will:

584 a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR  
585 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
586 Paragraph 27 of this Agreement.

587 **If Buyer fails to respond within the time stated in Paragraph 20(B)(3) or fails to terminate this Agreement by written**  
588 **notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this**  
589 **Agreement.**

590 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not  
591 replaced prior to settlement, Buyer will:

592 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR  
593 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Para-  
594 graph 27 of this Agreement.

595 **21. RECORDING (9-05)**

596 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer  
597 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

598 **22. ASSIGNMENT (2-12)**

599 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable,  
600 on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise  
601 stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

602 **23. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

603 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
604 laws of the Commonwealth of Pennsylvania.

605 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by  
606 either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Penn-  
607 sylvania.

608 **24. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-16)**

609 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
610 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.  
611 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing  
612 U.S. real property interests (the transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to  
613 withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation  
614 of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must  
615 find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may  
616 be held liable for the tax.

617 **25. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (1-16)**

618 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
619 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police**  
620 **department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to  
621 check the information on the Pennsylvania State Police website at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

622 **26. REPRESENTATIONS (2-12)**

623 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-  
624 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This  
625 Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, repres-  
626 sentations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered,  
627 amended, changed or modified except in writing executed by the parties.

628 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property (including fixtures and any personal property spe-**  
629 **cifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN**  
630 **ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers,  
631 their licensees, employees, officers or partners have not made an independent examination or determination of the structural sound-  
632 ness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing  
633 in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

634 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

635 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

636 **27. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

637 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
638 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 27(B), and this Agreement will be VOID.  
639 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

640 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
641 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

642 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
643 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

644 Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

645 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing  
646 Broker how to distribute some or all of the deposit monies.  
647 3. According to the terms of a final order of court.  
648 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit  
649 monies if there is a dispute between the parties that is not resolved. (See Paragraph 27(C))

650 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not  
651 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof), or following termination of the  
652 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written re-  
653 quest, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject  
654 of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's  
655 request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between  
656 Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit  
657 monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit  
658 monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their  
659 legal rights to pursue litigation even after a distribution is made.

660 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 27 or Pennsylvania  
661 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies,  
662 the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

663 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

- 664 1. Fail to make any additional payments as specified in Paragraph 2, OR  
665 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's  
666 legal or financial status, OR  
667 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

668 (F) **Unless otherwise checked in Paragraph 27(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:**

- 669 1. On account of purchase price, OR  
670 2. As monies to be applied to Seller's damages, OR  
671 3. As liquidated damages for such default.

672 (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUI-  
673 DATED DAMAGES.**

674 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 27(F) or (G), Buyer  
675 and Seller are released from further liability or obligation and this Agreement is VOID.

676 (I) Brokers and licensees are not responsible for unpaid deposits.

## 677 28. MEDIATION (7-20)

678 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,  
679 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute  
680 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system  
681 offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided  
682 equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion  
683 of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent  
684 the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed  
685 until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the  
686 court find that a party has unreasonably breached this provision or acted in bad faith. This mediation process must be concluded before  
687 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop  
688 any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice  
689 Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

## 690 29. RELEASE (1-16)

691 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OF-  
692 FICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through  
693 them, from any and all obligations, claims, losses or demands, including, but not limited to, personal injury and property damage  
694 and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,  
695 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage  
696 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in  
697 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer  
698 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

## 699 30. REAL ESTATE RECOVERY FUND (1-18)

700 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate  
701 licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to  
702 collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

## 703 31. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

704 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied  
705 by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph**  
706 **18.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer,  
707 unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery  
708 to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those  
709 provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

711 **32. HEADINGS (1-16)**

712 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the  
713 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

714 **33. SPECIAL CLAUSES (2-12)**

715 (A) **The following are part of this Agreement if checked:**

716  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)  
717  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)  
718  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)  
719  Settlement of Other Property Contingency Addendum (PAR Form SOP)  
720  Short Sale Addendum to Agreement of Sale (PAR Form SHS)  
721  Appraisal Contingency Addendum (PAR Form ACA)  
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737  \_\_\_\_\_

738 **(B) Additional Terms:**

739 **Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.**

740 **This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.**

741 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are  
742 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

743 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures**  
744 **of all parties, constitutes acceptance by the parties.**

745 \_\_\_\_\_ **Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

746 \_\_\_\_\_ **Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.**

747 \_\_\_\_\_ **Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)**  
748 **before signing this Agreement.**

749 **BUYER** \_\_\_\_\_

DATE \_\_\_\_\_

Upper Uwchlan Township

750 **BUYER** \_\_\_\_\_

DATE \_\_\_\_\_

751 **BUYER** \_\_\_\_\_

DATE \_\_\_\_\_

752 **Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.**

753 **Seller has received a statement of Seller's estimated closing costs before signing this Agreement.**

754 **SELLER** \_\_\_\_\_

DATE \_\_\_\_\_

Sam Acker, Jr.

755 **SELLER** \_\_\_\_\_

DATE \_\_\_\_\_

756 **SELLER** \_\_\_\_\_

DATE \_\_\_\_\_

**UPPER UWCHLAN TOWNSHIP**  
**CHESTER COUNTY, PENNSYLVANIA**

**ORDINANCE \_\_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN,  
CHESTER COUNTY, PENNSYLVANIA, AMENDING  
CHAPTER 176 OF THE UPPER UWCHLAN TOWNSHIP  
CODE TITLED "VEHICLES AND TRAFFIC" TO AMEND  
SECTION 176 TO ADD A NEW ARTICLE II SECTION 176-  
TO DESIGNATE OSCAR DRIVE AND SENN DRIVE AS  
TOWNSHIP ROADS WHERE RECREATIONAL VEHICLES  
MAY BE DRIVEN.**

**NOW THEREFORE, BE IT ENACTED AND ORDAINED** by the Board of Supervisors of Upper Uwchlan Township that Chapter 176 of the Upper Uwchlan Township Code, titled "Vehicles and Traffic", shall be amended as follows:

**SECTION 1.** The existing Sections 176-1 through 176-10 shall be titled under Article I, titled, "Miscellaneous Traffic Restrictions".

**SECTION 2.** A new Article II titled, "Recreational Vehicles" shall be adopted and provide as follows:

**"ARTICLE II. RECREATIONAL VEHICLES**

**§176-11. Purpose.** The purpose of this Article is to designate certain public roads within the municipal boundaries of Upper Uwchlan Township as roads where All-Terrain Vehicles may be driven if properly registered and in compliance with this Article and the relevant provisions in the Snowmobile and All-Terrain Vehicle Law, contained in Chapter 77 of the Pennsylvania Motor Vehicle Code.

**§176-12. Definitions.** The following terms shall have the meaning provided at 75 Pa. C.S.A. §7702, as amended:

- (a) All-Terrain Vehicle or "ATV"
- (b) Department
- (c) Head lamp
- (d) Highway
- (e) **Snowmobile**
- (f) Street
- (g) Tail Lamp

The following terms shall have the meaning provided at 75 Pa. C.S.A. § 102:

- (a) Motor Vehicle
- (b) Registration

- (c) Traffic
- (d) Vehicle

Additionally, for purposes of this Ordinance, the following additional terms are defined as follows:

- (a) "Joint-Use" means shared use of Senn Drive and Oscar Way by Recreational Vehicles and a Vehicle or Vehicles requiring Registration.
- (b) "Operator" means any person who operates or is in actual physical control of a Recreational Vehicle.
- (c) "Owner" means any of the following:
  - (1) a person who holds the legal title to a Recreational Vehicle;
  - (2) a vendee or lessee of a Recreational Vehicle, which is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or less; and/or
  - (3) a person renting a Recreational Vehicle or having the exclusive use of a Recreational Vehicle.
- (d) "Operate" means to ride in or on and to be in actual physical control of the operation of a Recreational Vehicle.
- (e) "Person" means an individual, partnership, corporation, the State or any of its agencies or subdivisions, and any body of persons, whether incorporated or not.
- (f) "Road" or "Roadway" means the improved portion of a highway or street within the jurisdiction of Upper Uwchlan Township designated for public use to include the berm that is designated or ordinarily used for travel by a Vehicle requiring Registration.
- (g) "Recreational Vehicle" means an All-Terrain (ATV) or Snowmobile as defined at 75 Pa. C.S.A. §7702, as amended.
- (h) "Shoulder" or "Berm" means that portion of a Road or Street on either side of the paved portion of the Road that is improved with gravel for the safety and convenience of vehicular traffic, and which is within the Township right-of-way for the Road or Street in question.
- (i) Any term not defined herein that is necessary for proper interpretation of this Ordinance shall have the definition found in the Pennsylvania

Vehicle Code (75 Pa. C.S.A. § 101, *et seq.*) or where not defined therein, in accordance with the term's plain meaning.

**§176-13. Designation of Streets for Use of Recreational vehicles.** As permitted under the provisions of the Pennsylvania Vehicle Code pertaining to Snowmobiles and All-Terrain Vehicles at 75 Pa. C.S.A. §7722(a), Oscar Way and Senn Drive within Upper Uwchlan Township shall be and are hereby designated as ATV and Snowmobile Roads and hereinafter, these Roadways shall be designated as "Joint Use" Roads, as defined herein and as permitted in this Ordinance.

**§176-14. Regulations pertaining to use of Recreational Vehicles.**

- A. Any Person who Operates a Recreational Vehicle on Oscar Way and Senn Drive within Upper Uwchlan Township shall do so only in full compliance with the provisions of the Pennsylvania Snowmobile and All-Terrain Vehicle Law, 75 Pa. C.S. Section 7701, *et seq.* (as amended), which is incorporated herein by reference.
- B. Every person who operates a Recreational Vehicle on a Road within Upper Uwchlan Township must have in their possession a valid operator's license (driver's license) issued by the Commonwealth of Pennsylvania, Department of Transportation, or other State.
- C. No Person shall Operate, and no Owner or Dealer shall permit the Operation of a Recreational Vehicle in any of the following ways:
  - (a) Across a privately-owned driveway that abuts the public Roadway.
  - (b) Without displaying a lighted Head lamp and a lighted Tail lamp at all times of operation on Oscar Way and Senn Drive within Upper Uwchlan Township.
  - (c) Unless such Recreational Vehicles are equipped with a stock muffler in good working order.
  - (d) Snowmobiles are prohibited from Operating on Oscar Way and Senn Drive if such roadways are not snow covered. For purposes of this provision, a road is considered snow covered where the pavement is not visible through the snow cover. Where a Road is NOT snow-covered, a Snowmobile may only operate on the Shoulder or Berm of the Road

provided that no portion of the ski or skis is in contact with the paved non-snow-covered portion of the Roadway.

(e) No person shall operate a Recreational Vehicle between midnight and 6:00 am.

In the event of a conflict between any provision of this section and a provision of the Pennsylvania Snowmobile and All-Terrain Vehicle Law, or the Pennsylvania Motor Vehicle Code, the more restrictive provision shall apply.

**§176-15. Violations and penalties.** In addition to any other remedy or penalty available or imposed by law, any person, firm or corporation who shall violate any provision of this Ordinance, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Ordinance continues or each Section of this Ordinance, which shall be found to have been violated shall constitute a separate offense."

**SECTION 3. Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

**SECTION 4. Repealer.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 5. Effective Date.** This Ordinance shall become effective five (5) days following the enactment as provided by law.

**ENACTED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS**

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Gwen A. Jonik, Secretary

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Jennifer F. Baxter, Chair

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Andrew P. Durkin, Vice-Chair

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Sandra M. D'Amico, Member

## Proposed Edits to C-1 Regulations

### **§ 200-33. Use regulations.**

- A. Uses by right. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied by right, for the following principal purposes, and no other:
  - (1) Office building.
  - (2) Bank or other financial institution.
  - (3) Retail store, provided that no adult-oriented use and no dispensing of gasoline shall be permitted.
  - (4) Personal service establishment
  - (5) Medical marijuana dispensary.
  - (6) Restaurant, drive-through restaurant, but excluding hookah bar/lounge.
  - (7) Bed and breakfast inn.
  - (8) Cultural studio.
  - (9) Municipal uses.
  - (10) Public place of amusement or recreation and athletic club in a building or buildings with 10,000 square feet or less.
  - (11) Passive recreation.
- B. Conditional uses. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied, for any of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter. Conditional use approval in the C-1 Village District shall require full compliance with all applicable design standards set forth in § 200-36, except where as a specific condition of approval, the Board provides for modification to such standards upon satisfactory demonstration by the applicant that full compliance is not practicable, based upon a preponderance of evidence.
  - (1) Educational or religious use.
  - (2) Cultural facility.

- (3) Day-care center.
- (4) Mixed-use dwelling.
- (5) Adaptive reuse for historic preservation where permitted as a use subject to approval by the Board of Supervisors as a conditional use in accordance with § 200-72.1.
- (6) Active recreation.

C. Special exceptions. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied for any of the following principal uses when authorized as a special exception by the Zoning Hearing Board, subject to Article XX of this chapter.

- (1) Governmental or public utility building or uses.

D. Accessory uses. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied for any customary commercial accessory use, subject to all applicable provisions of § 200-62.

#### § 200-34. Area and bulk regulations

A. Applicability. The area and bulk regulations set forth in this section shall apply to all lots and/or uses in the C-1 Village Zoning District, ~~except that, where approved by the Board of Supervisors as a conditional use, modification of any applicable area or bulk regulation may be permitted. Where permitted, such modification(s) shall not vary more than 50% from either minimum requirements or maximum allowances otherwise applicable, except as provided in Subsections A(2)(e) and H below.~~

~~(1) In approving any area or bulk modification as a conditional use, the Board of Supervisors may stipulate the following:~~

- ~~(a) The proposed lot layout and/or structural design and the modifications necessary to accommodate such design shall be consistent with the purposes of this article;~~
- ~~(b) The proposed design shall enhance the appearance and function of the overall village area and its streetscapes;~~
- ~~(c) The proposed design shall not produce lots or pedestrian or vehicular access system(s) that would be impractical or which would adversely affect emergency access;~~

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(d) The applicant shall demonstrate to the Board that the proposed modification(s) will produce equal or better results than could be achieved without the requested modification(s) and that they represent the minimum modification necessary to achieve such results;

(e) Where any modification involves an increase in impervious lot coverage beyond 60%, impervious lot coverage shall in no case exceed 75%, and the Board may require that system(s) be installed to fully recharge into the groundwater system all stormwater runoff from up to the two-year storm generated by any amount of impervious lot coverage that is greater than 60%;

(f) The Board may impose such other conditions as, in its judgment, will secure the objectives and purposes of this article.

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B. Minimum lot area. Every lot shall have an area of not less than 10,000 square feet, except that where public sewage disposal is not provided, the lot shall be of sufficient size to comply with § 200-35 herein.

C. Minimum lot width. Every lot shall not be less than 100 feet in width.

D. Yard regulations.

- (1) A front yard of not less than 20 feet shall be provided on each lot.
- (2) Two side yards of not less than 10 feet each shall be provided on each lot.
- (3) A rear yard of not less than 40 feet shall be provided on each lot.
- (4) There shall be fifty-foot setback from the ultimate right-of-way of the Route 100 Bypass regardless of which yard abuts the Bypass.
- (5) Where greater setbacks do not otherwise apply, all garages, whether attached or detached, shall be set back a minimum of 40 feet from the edge of cartway or from the sidewalk, if any, which ever results in the greater setback, so as to provide space for parking in front of the garage.

E. Coverage regulations.

- (1) Building coverage. Not more than 30% of the area of a lot shall be covered by buildings/structures, except that not more than 15% of the area of a lot shall be occupied by buildings/structures less than 1 1/2 stories in height. For this purpose, one-half story shall mean a roof-story with sufficient height and space within the form of a pitched roof to permit the development of habitable or leasable space, whether or not any actually is proposed.

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(2) Lot coverage. Not more than 60% of the area of a lot shall be covered by buildings/structures or other impervious materials.

F. Height restrictions. No structure or principal buildings shall exceed 35 feet in height. *As a condition of conditional use approval, the Board of Supervisors may permit roof structures above the cornice line which exceed the applicable height limit, where the Board agrees that such structures enhance the appearance of the overall design.*

G. Accessory buildings/structures. No accessory building or structure shall be located within the front yard, nor within 10 feet of any side or rear lot line.

H. Building size restriction. No individual building shall contain more than 6,000 square feet of total floor area, except where increased square footage above 6,000 is entirely within an additional story or stories above the first floor ~~or where increased square footage above 6,000, and not limited to a 50% increase, is approved subject to conditional use approval and in accordance with all applicable design standards herein. For purposes of this section, an individual building shall be considered as a space or contiguous spaces fully separated from any other building. For purposes of this section, abutting buildings shall be considered as an individual building whether or not separated by permanent walls.~~

I. Mixed-use dwellings. Buildings containing principal nonresidential uses may also contain one or more residential dwelling units which shall adhere to the following regulations in addition to compliance with the regulations in § 200-34A through H:

(1) The ground floor, or at a minimum the front portion thereof, shall be used for the principal nonresidential use and the dwelling unit(s) shall be arranged to form an integral part of the remainder of the building. Specifically, residential and nonresidential uses shall each comprise no less than 30% of, nor greater than 70% of, the building's uses.

(2) All dwelling units shall have a floor area of not less than 600 square feet.

(3) The entrance to a dwelling unit may be shared with another dwelling unit or units but shall be independent of the entrance for the nonresidential use or uses.

(4) The parking required for each dwelling unit shall be provided in accordance with Article XV.

#### § 200-35. Sewer and water service.

A. Public sewer and public water are required for any use permitted in this district, if available.

B. Where public sewer service is not available and cannot reasonably be made available, any lot containing or proposed to contain an individual on-site sewage

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disposal system shall include a minimum contiguous area suitable for on-site sewage disposal and of sufficient size to accommodate disposal of all sewage generated on-site in conformance with all applicable regulation, including provision for a backup disposal system. In no case shall such minimum contiguous area be less than ~~one acre~~~~10,000 square feet~~. Use of individual on-site sewage disposal systems shall be contingent upon prior approval of both primary and backup disposal systems.

C. Where an amendment to the Upper Uwchlan Township Sewage Facilities (537) Plan is necessary to permit development of any particular sewage disposal system, such amendment shall be obtained at the sole risk and cost of the applicant.

#### **§ 200-36. Design standards.**

##### **A. Preservation of historic resources.**

- (1) Within the C-1 Village District, historic structures and other historical resources, including historic ruins or sites, historic road or other transport traces, paths and trails, and any other historic landscape features, shall be preserved to the greatest degree practicable.
- (2) Within the C-1 Village District, no historic structure shall be removed or demolished except where approved by the Township, upon the recommendation of the Planning Commission and Historical Commission. Township approval of demolition requests shall not unreasonably be withheld where applicant demonstrates that renovation or reuse of subject structure(s) is not practicable.
- (3) The following standards shall apply to the rehabilitation, alteration, or enlargement of any historic resource requiring a building permit, unless such alteration is required solely for purposes of compliance with applicable building code, ADA or other regulation, ~~or where modified by the Board of Supervisors as a condition of conditional use approval~~:
  - (a) Construction plans for the rehabilitation, alteration or enlargement of any historic structure shall be in substantial compliance with the Secretary of the Interior's currently adopted Standards for Rehabilitation, as revised.
  - (b) Authentic period materials and colors shall be utilized on any portion of any historic structure or enlargement thereof visible from any existing or proposed public right-of-way. Appropriate replication of materials may be substituted.
  - (c) Landscape plans shall be submitted with any relevant application committing the applicant to preservation of existing landscape material and/or introduction of new landscape material so as to retain and/or enhance the integrity of the historical landscape setting.

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B. Architectural design.

(1) To the extent practicable, all new construction and/or additions to existing structures within the C-1 Village District shall be designed with either a traditional village architectural character or may be a contemporary expression of traditional styles and forms, respecting the scale, proportion, roof pitch, character, and materials of historic examples in Byers, Eagle and the surrounding area, in accordance with the following standards:

- (a) Where any individual building facade (or adjoining facades which abut flush to the same building line) is visible from any public right-of-way or public space (including internal public spaces within a development) and exceeds 60 feet in length, there shall be a clear dimensional differentiation of roofline (i.e., an obvious difference in height) and/or an offset in facade of at least 10 feet, effectively breaking the single facade into two or more facades each no more than 60 feet in length. ~~Where approved by the Board of Supervisors as a conditional use, single facades greater than 60 feet in length may be permitted, where applicant demonstrates to the satisfaction of the Board that the design of the building and its relationship(s) to surrounding buildings and landscaped areas mitigates any negative impacts of long continuous building facade(s) on the character of the C-1 Village District. Mitigating factors may include design which emulates characteristic historical building forms which typically included relatively long individual facade lengths such as barns, stables, churches, meeting houses, or other public buildings.~~ Building arrangements which rely on repeated use of the same long facade element shall not be approved.
- (b) New construction shall generally have pitched roofs with overhanging eaves. Where flat roofs are provided, they shall be articulated with parapets and cornices. Desired materials on pitched roofs include slate (either natural or man-made), shingle (either wood or asphalt composition), and metal formed to resemble "standing seams." Roof color should reflect local traditional use of color, and shall specifically exclude white, tan, or blue shingles, red clay tiles, and corrugated metal or other corrugated material. The use of fascias, dormers, and gables is encouraged to provide visual interest.
- (c) Exterior wall materials may include stucco, wood clapboard (including vinyl or aluminum imitation clapboard siding), native stone, brick, or other material of a shape, color, and texture similar to that found on historic structures in the vicinity.
- (d) All facilities and equipment for heating/air conditioning, trash collection and compaction, and other structural elements not in keeping with historical architectural themes shall be concealed architecturally or otherwise screened from view from any public right-of-way or public space (including internal public spaces within a development).

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(2) ~~For all principal and/or accessory uses permitted by special exception, variance or conditional use approval, Applicant shall provide drawings of sufficient detail to illustrate the character of the intended exterior design of structures, including scale, height, roof pitch, relationship between varying facade elements, and principal exterior materials. The Township may require that material samples also be provided. It shall be the burden of the applicant to demonstrate that submitted architectural designs are consistent with, and promote, the purposes and standards set forth for the C-1 Village District.~~

(3) ~~Where the Board of Supervisors or Zoning Hearing Board, as applicable, determines that architectural design, as presented by applicant, is an essential means by which the proposed use will comply with the purposes and standards set forth for the C-1 Village District, as a condition of approval of any conditional use, special exception or variance, the applicable Board may require adherence to the intended architectural character as proposed by the applicant.~~

C. Pedestrian and vehicular access.

- (1) Pedestrian access within the C-1 Village District shall be designed to provide convenient, safe, and direct access between the various uses within the district and other nearby concentrations of development.
- (2) Trails. Any application for subdivision or land development approval, conditional use approval or special exception approval may be required by the Board of Supervisors or Zoning Hearing Board, as applicable, to construct any trails and/or accessory facilities on the property subject to application which are deemed necessary to implement the Upper Uwchlan Township community trails system relative to such property.
- (3) Vehicular access within the C-1 Village District shall be designed to limit the number of new access points to public roads and to limit potential for turning movement conflict. Where practicable, access to adjoining parcels shall be combined so as to limit potential turning movement and pedestrian movement conflicts.
- (4) Parking areas within the C-1 Village District shall be designed and landscaped so as to appear broken in mass, in proportion to the scale of structural development. Coordination of access to parking areas and shared parking among adjacent uses shall be required wherever practicable. To the extent practicable, parking shall not be provided in the front yard. To the extent that parking areas are visible from public streets, visual impacts shall be mitigated through introduction of landscape screening, landscape walls, use of pedestrian paving materials, or other design means.

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D. Streetscape design. Streetscape landscaping and pedestrian amenities shall be provided as necessary to meet overall village planning objectives and shall be coordinated with adjacent properties. Where appropriate, the Township may require any of the following amenities, including provision for their regular upkeep and maintenance:

- (1) At least one public trash receptacle in each block;
- (2) Public benches of approved design at intervals of no greater than 50 feet on each block;
- (3) At least one bike rack on each block, located in areas where the sidewalk width has been designed to accommodate such features;
- (4) Planting strip(s) no less than five feet in width and planted with shade trees between sidewalks and streets and other vehicular accessways, to the extent feasible;
- (5) Appropriate pedestrian paving materials.

E. Stormwater management. Within the C-1 Village District, all stormwater management facilities shall be designed to optimize the capture of stormwater at the sources of generation, maximize recharge to the subsurface and minimize surface water flow. Guidance for stormwater management shall use the most current best management practices such as those published by the American Society of Engineers, Pennsylvania State University or the Commonwealth of Pennsylvania.

F. For additional regulations applicable to this district, see Article XIV, Supplemental Land Use Regulations, Article XV, Common Regulations, and Article XVI, Signs.

#### Proposed Edits to C-3 Regulations

##### **§ 200-39. Use regulations.**

On any lot or tract in the C-3 Highway Commercial District with direct frontage on Route 100 (Pottstown Pike) and located north of Ticonderoga Boulevard and south of Byers Road, the use regulations set forth in § 200-33 for the C-1 Village District shall apply. On all other lots or tracts in the C-3 Highway Commercial District, the following regulations shall apply:

A. Uses by right. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied by right, for any one, but only one, of the following principal purposes, and no other:

- (1) Office building.

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- (2) Bank or other financial institution.
- (3) Passenger station for public transportation.
- (4) Retail store, provided that no sale or dispensing of gasoline or other fuels and no adult-oriented use shall be permitted.
- (5) Restaurant, drive-through restaurant.
- (6) Personal service establishment.
- (7) Educational or religious use.
- (8) Cultural studio or cultural facility.
- (9) Medical marijuana dispensary.
- (10) Passive recreation.
- (11) Active recreation.

B. Conditional uses. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied, for any one of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter. ~~At the reasonable discretion of the Board of Supervisors, conditional uses in the C-3 Highway Commercial District may be approved subject to compliance with any applicable design standard(s) set forth in § 200-36.~~

- (1) Any two or more principal uses otherwise permitted by right, conditional use, or special exception as provided herein. As a condition of conditional use approval, the Board of Supervisors may require that any application for a combination of two or more principal uses comply with the provisions of § 200-70 of this chapter, as deemed applicable by the Board.
- (2) Day-care center.
- (3) Hotel or motel.
- (4) Bed-and-breakfast inn.
- (5) Public place of amusement or recreation provided such use is exclusively indoors.
- (6) Sale or dispensing of gasoline as a principal or accessory use.

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- (7) Vehicular sales establishment and sale of farming equipment.
- (8) Automobile service establishment.
- (9) Car wash.
- (10) Adaptive reuse for historic preservation where permitted as a use subject to approval by the Board of Supervisors as a conditional use in accordance with Section 200-72.1.
- (11) Laboratory for scientific research and development.
- (12) Hookah bar/lounge.

B. Special exceptions. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied for any one of the following principal uses when authorized as a special exception by the Zoning Hearing Board, subject to Article XX of this chapter:

- (1) Municipal or public uses; governmental or public utility building or uses.

C. Accessory uses. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied for any customary commercial accessory use(s) provided that they are incidental to any permitted principal use.

#### **§ 200-40. Area and bulk regulations.**

A. Applicability.

- (1) The area and bulk regulations set forth in this section shall apply to all lots and/or uses in the C-3 Highway Commercial District ~~except that, where approved by the Board of Supervisors as a conditional use, modification of any applicable area or bulk regulation may be permitted. Where permitted, such modification(s) shall not vary more than 50% from either minimum requirements or maximum allowances otherwise applicable.~~
- (2) ~~In approving any area or bulk modification as a conditional use, the Board of Supervisors may stipulate the following:~~
  - (a) ~~The proposed lot layout and/or structural design and the modifications necessary to accommodate such design shall be consistent with the purposes of this article.~~
  - (b) ~~The proposed design shall enhance the appearance and function of the general area and its streetscapes.~~

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(c) The proposed design shall not produce lots or pedestrian or vehicular access system(s) that would be impractical or which would adversely affect emergency access.

(d) The applicant shall demonstrate to the Board that the proposed modification(s) will produce equal or better results than could be achieved without the requested modification(s) and that they represent the minimum modification necessary to achieve such results.

(e) Where any modification involves an increase in impervious lot coverage beyond 60%, impervious lot coverage shall in no case exceed 75%, and the Board may require that system(s) be installed to fully recharge into the groundwater system all stormwater runoff from up to the two-year storm generated by any amount of impervious lot coverage that is greater than 60%.

(f) The Board may impose such other conditions as, in its judgment, will secure the objectives and purposes of this article.

B. Minimum lot area. For any use permitted in this district, every lot shall have an area of not less than 30,000 square feet.

C. Minimum lot width. For all uses, every lot shall not be less than 100 feet in width.

D. Yard regulations.

(1) A front yard of not less than 50 feet shall be provided on each lot.

(2) Two side yards of not less than 25 feet each shall be provided on each lot, except that setback shall be 50 feet where abutting a residential property or a public street or highway.

(3) A rear yard of not less than 50 feet shall be provided on each lot.

E. Coverage regulations.

(1) Building coverage. Not more than 30% of the area of a lot or tract shall be covered by buildings/structures.

(2) Lot coverage. Not more than 60% of the area of a lot or tract shall be covered by buildings/structures and other impervious materials.

F. Height restrictions. No structure or principal buildings shall exceed 35 feet in height.

G. Accessory buildings/structures. No accessory building or structure shall be located within the front yard, nor within 20 feet of any side or rear lot line.

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H. Mixed-use dwellings. Buildings containing principal nonresidential uses may also contain one or more residential dwelling units which shall adhere to the following regulations in addition to compliance with the regulations in § 200-40A through G:

- (1) The ground floor, or at a minimum the front portion thereof, shall be used for the principal nonresidential use and the dwelling unit(s) shall be arranged to form an integral part of the remainder of the building. Specifically, residential and nonresidential uses shall each comprise no less than 30% of, nor greater than 70% of, the building's uses.
- (2) All dwelling units shall have a floor area of not less than 600 square feet.
- (3) The entrance to a dwelling unit may be shared with another dwelling unit or units but shall be independent of the entrance for the nonresidential use or uses.
- (4) The parking required for each dwelling unit shall be provided in accordance with Article XV.

**§ 200-41. Sewer and water service.**

- A. Public sewer and water are required for any use permitted in this district, if available.
- B. Where public sewer service is not available and cannot reasonably be made available, any lot containing an individual on-site sewage disposal system shall include a minimum contiguous area suitable for on-site sewage disposal and of sufficient size to accommodate disposal of all sewage generated on-site in conformance with all applicable regulation, including provision for a backup disposal system. In no case shall such minimum contiguous area be less than one acre~~10,000 square feet~~. Use of individual on-site sewage disposal systems shall be contingent upon prior approval of both primary and backup disposal systems.
- C. Where an amendment to the Upper Uwchlan Township Sewage Facilities (537) Plan is necessary to permit development of any particular sewage disposal system, such amendment shall be obtained at the sole risk and cost of the applicant.

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UPPER UWCHLAN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE \_\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 200 OF THE UPPER UWCHLAN TOWNSHIP CODE TITLED "ZONING" SECTION 200-33.B TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO MODIFY THE DESIGN STANDARDS IN SECTION 200-36 BY CONDITIONAL USE; SECTION 200-34.A TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO MODIFY THE AREA AND BULK STANDARDS FOR THE C-1 VILLAGE DISTRICT BY CONDITIONAL USE; SECTION 200-34.F TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO MODIFY THE HEIGHT LIMIT BY CONDITIONAL USE IN THE C-1 VILLAGE DISTRICT; SECTION 200-34.H TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO APPROVE AN INCREASED BUILDING SIZE BY CONDITIONAL USE; SECTION 200-35 TO REQUIRE A MINIMUM LOT AREA OF ONE ACRE FOR LOTS IN THE C-1 VILLAGE DISTRICT THAT USE ON-SITE SEWAGE DISPOSAL SYSTEMS; SECTION 200-36.A(3) TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO MODIFY STANDARDS RELATING TO THE PRESERVATION OF HISTORIC RESOURCES BY CONDITIONAL USE; SECTION 200-36.B TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO APPROVE A BUILDING DESIGN WITH FACADES GREATER THAN 60 FEET IN LENGTH BY CONDITIONAL USE; SECTION 200-39.B TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO REQUIRE COMPLIANCE WITH THE DESIGN STANDARDS IN SECTION 200-36 FOR CONDITIONAL USES IN THE C-3 HIGHWAY COMMERCIAL DISTRICT; SECTION 200-40.A TO DELETE LANGUAGE THAT ALLOWED THE BOARD TO MODIFY THE AREA AND BULK REQUIREMENTS FOR LOTS IN THE C-3 HIGHWAY COMMERCIAL DISTRICT BY CONDITIONAL USE AND SECTION 200-41 TO REQUIRE A MINIMUM LOT AREA OF ONE ACRE FOR LOTS IN THE C-3 HIGHWAY COMMERCIAL DISTRICT THAT USE ON-SITE SEWAGE DISPOSAL SYSTEMS.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Upper Uwchlan Township that Chapter 200 of the Upper Uwchlan Township Code, titled "Zoning", shall be amended as follows:

**SECTION 1.** Section 200-33, titled, “Use Regulations” for the C-1 Village District, shall be amended by amending subparagraph B as follows:

“B. Conditional uses. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied, for any of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter. Conditional use approval in the C-1 Village District shall require full compliance with all applicable design standards set forth in § 200-36.”

**SECTION 2.** Section 200-34 titled, “Area and bulk regulations” for the C-1 Village District, shall be amended in subparagraphs A, F and H as follows:

“A. Applicability. The area and bulk regulations set forth in this section shall apply to all lots and/or uses in the C-1 Village Zoning District.

...

F. Height restrictions. No structure or principal buildings shall exceed 35 feet in height.

...

H. Building size restriction. No individual building shall contain more than 6,000 square feet of total floor area, except where increased square footage above 6,000 is entirely within an additional story or stories above the first floor.”

**SECTION 3.** Section 200-35 titled, “Sewer and water service” for the C-1 Village District shall be amended by amending subparagraph B as follows:

“B. Where public sewer service is not available and cannot reasonably be made available, any lot containing or proposed to contain an individual on-site sewage disposal system shall include a minimum contiguous area suitable for on-site sewage disposal and of sufficient size to accommodate disposal of all sewage generated on-site in conformance with all applicable regulation, including provision for a backup disposal system. In no case shall such minimum contiguous area be less than one acre. Use of individual on-site sewage disposal systems shall be contingent upon prior approval of both primary and backup disposal systems.”

**SECTION 4.** Section 200-36 titled, “Design standards” for the C-1 Village District shall be amended by amending subparagraph A(3) as follows:

“A.(3)The following standards shall apply to the rehabilitation, alteration, or enlargement of any historic resource requiring a building permit, unless such alteration is required solely for purposes of compliance with applicable building code, ADA or other regulation:

- (a) Construction plans for the rehabilitation, alteration or enlargement of any historic structure shall be in substantial compliance with the Secretary of the Interior's currently adopted Standards for Rehabilitation, as revised.
- (b) Authentic period materials and colors shall be utilized on any portion of any historic structure or enlargement thereof visible from any existing or proposed public right-of-way. Appropriate replication of materials may be substituted.
- (c) Landscape plans shall be submitted with any relevant application committing the applicant to preservation of existing landscape material and/or introduction of new landscape material so as to retain and/or enhance the integrity of the historical landscape setting."

**SECTION 5.** Section 200-36 titled, "Design standards" for the C-1 Village District shall be amended by amending subparagraph B as follows:

"B. Architectural design.

- (1) To the extent practicable, all new construction and/or additions to existing structures within the C-1 Village District shall be designed with either a traditional village architectural character or may be a contemporary expression of traditional styles and forms, respecting the scale, proportion, roof pitch, character, and materials of historic examples in Byers, Eagle and the surrounding area, in accordance with the following standards:
  - (a) Where any individual building facade (or adjoining facades which abut flush to the same building line) is visible from any public right-of-way or public space (including internal public spaces within a development) and exceeds 60 feet in length, there shall be a clear dimensional differentiation of roofline (i.e., an obvious difference in height) and/or an offset in facade of at least 10 feet, effectively breaking the single facade into two or more facades each no more than 60 feet in length. Building arrangements which rely on repeated use of the same long facade element shall not be approved.
  - (b) New construction shall generally have pitched roofs with overhanging eaves. Where flat roofs are provided, they shall be articulated with parapets and cornices. Desired materials on pitched roofs include slate (either natural or man-made), shingle (either wood or asphalt composition), and metal formed to resemble "standing seams." Roof color should reflect local traditional use of color, and shall specifically exclude white, tan, or blue shingles, red clay tiles, and corrugated metal or other corrugated material. The use of fascia, dormers, and gables is encouraged to provide visual interest.
  - (c) Exterior wall materials may include stucco, wood clapboard (including vinyl or aluminum imitation clapboard siding), native stone, brick, or other material

of a shape, color, and texture similar to that found on historic structures in the vicinity.

- (d) All facilities and equipment for heating/air conditioning, trash collection and compaction, and other structural elements not in keeping with historical architectural themes shall be concealed architecturally or otherwise screened from view from any public right-of-way or public space (including internal public spaces within a development).
- (2) Applicant shall provide drawings of sufficient detail to illustrate the character of the intended exterior design of structures, including scale, height, roof pitch, relationship between varying facade elements, and principal exterior materials. The Township may require that material samples also be provided. It shall be the burden of the applicant to demonstrate that submitted architectural designs are consistent with, and promote, the purposes and standards set forth for the C-1 Village District.”

**SECTION 6.** Section 200-39 titled, “Use regulations” for the C-3 Highway Commercial District shall be amended by amending subparagraph B as follows:

“B. Conditional uses. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied, for any one of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter.”

**SECTION 7.** Section 200-40 titled, “Area and bulk regulations” for the C-3 Highway Commercial District shall be amended by amending subparagraph A as follows:

“A. Applicability. The area and bulk regulations set forth in this section shall apply to all lots and/or uses in the C-3 Highway Commercial District.”

**SECTION 8.** Section 200-40 titled, “Sewer and water service” for the C-3 Highway Commercial District shall be amended by amending subparagraph B as follows:

“B. Where public sewer service is not available and cannot reasonably be made available, any lot containing an individual on-site sewage disposal system shall include a minimum contiguous area suitable for on-site sewage disposal and of sufficient size to accommodate disposal of all sewage generated on-site in conformance with all applicable regulation, including provision for a backup disposal system. In no case shall such minimum contiguous area be less than one acre. Use of individual on-site sewage disposal systems shall be contingent upon prior approval of both primary and backup disposal systems.”

**SECTION 9. Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences,

clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

**SECTION 10. Repealer.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 11. Effective Date.** This Ordinance shall become effective five (5) days following the enactment as by law provided.

**ENACTED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS**

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Gwen A. Jonik, Secretary

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Jennifer F. Baxter, Chair

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Andrew P. Durkin, Vice-Chair

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Sandra M. D'Amico, Member