



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS  
REGULAR MEETING

July 17, 2017  
7:00 p.m.

## CONTENTS

	Packet Page Number (in red)
• Agenda .....	1
• Approval of Minutes	
○ Minutes of June 13, 2017 – Board of Supervisors Workshop .....	2
○ Minutes of June 19, 2017 – Board of Supervisors Meeting.....	5
• Approval of Payments	
○ Check Register .....	10
• Treasurer's Report	
○ Treasurer's Memo.....	12
○ Balance Sheet .....	13
○ Statement of Revenues and Expenditures.....	15
• Administration Reports	
○ Township Engineer's Report .....	24
○ Building and Codes Department Report .....	27
○ Public Works Department Report .....	28
• Land Development	
○ McKee-Milford (Fetters Tract)	
Preliminary Land Development – Consider Approval .....	30
○ Marsh Lea Subdivision Conditional Use – Consider Extension .....	59
○ 270-290 Park Road Bonds – Consider Approval .....	61
• Administration	
○ Pennsylvania Drive Engineering Proposal.....	99
○ Floodplain Management Ordinance – Authorize Advertisement.....	104
Marsh Lea Subdivision	



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS  
REGULAR MEETING

AGENDA  
July 17, 2017  
7:00 p.m.

- 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: June 13, 2017 Board of Supervisors Workshop  
June 19, 2017 Board of Supervisors Meeting, Conditional Use Hearing
- III. APPROVAL OF PAYMENTS
- IV. TREASURER'S REPORT
- V. SUPERVISORS' REPORT
  - A. Jeffrey Kowalczyk – Barbacane, Thornton & Company:  
Review 2016 Comprehensive Annual Financial Report (CAFR)
  - B. Calendar:
    - August 8, 2017 4:00 p.m. Board of Supervisors Workshop
    - August 21, 2017 7:00 p.m. Board of Supervisors Meeting
    - September 4, 2017 Office Closed ~ Labor Day
    - Yard Waste Collections: July 26, August 9, August 23  
Do not use plastic bags for yard waste as these materials will be composted. Place materials curbside the night before to guarantee collection. Use biodegradable bags or open containers (without lids).
- VI. ADMINISTRATION REPORTS
  - A. Township Engineer's Report
  - B. Building and Codes Department Report
  - C. Police Chief's Report
  - D. Public Works Department Report
- VII. LAND DEVELOPMENT
  - A. McKee-Milford (Fetters Tract) Preliminary Land Development Plan – Consider Approval
  - B. Marsh Lea Subdivision Conditional Use Approval – Consider Extension
  - C. 270-290 Park Road – Public Improvements and Sanitary Sewer Facilities Performance Bonds – Consider Approval
- VIII. ADMINISTRATION
  - A. Pennsylvania Drive Resurfacing - Engineering Proposal – Consider Approval
  - B. FEMA Floodplain Management Ordinance – Authorize Advertisement
- IX. OPEN SESSION
- X. ADJOURNMENT



Upper Uwchlan Township  
Board of Supervisors Workshop  
June 13, 2017  
4:00 p.m.  
Minutes  
**DRAFT**

In attendance:

Kevin Kerr, Chair

Jamie Goncharoff, Vice-Chair

Guy Donatelli, Member

Cary Vargo, Township Manager

Shanna Lodge, Assistant Township Manager

John DeMarco, Police Chief

Gwen Jonik, Township Secretary

Al Gaspari, Codes Administrator

Kevin Kerr called the Workshop to order at 4:02 p.m.

Gunner Properties 160 Park Road – Conditional Use Application

Kevin Kerr provided background on this project. A Conditional Use Hearing was held May 15, 2017, to consider Gunner Properties' request for permission to operate a seasonal, temporary beer garden (eating and drinking establishment) on his property at 160 Park Road – northwest corner of Pottstown Pike and Park Road. The proposed beer garden would be open Thursday through Sunday, Noon to 11:00 PM, June through October 2017. The beer garden would be operated by a Brewer who holds a brewer's liquor license. The Board favored the Use at the conclusion of the Hearing, a draft Decision & Order was prepared for approval, or adjustment, this afternoon. Jamie Goncharoff asked what measures would be taken if the Use got out of hand. Mr. Kerr was advised that security guards have been hired. Guy Donatelli advised the Police would handle any incidents and the Decision & Order would be reviewed and adjusted. Jamie Goncharoff questioned the process for potential renewal in the future, since this is seasonal and temporary. There's a paragraph in the draft Decision that addresses annual renewal.

Mr. Gunther advised the Board that the beer garden would be known as "Lavante at the Stables".

Mr. Goncharoff moved, seconded by Mr. Kerr, to grant Conditional Use Approval subject to the following conditions. The Motion carried unanimously.

Conditional use approval of the eating and drinking establishment pursuant to Section 200-33.B(8) of the Upper Uwchlan Township Zoning Ordinance is hereby granted subject to the following conditions:

1. The eating and drinking establishment use shall be conducted generally in accordance with the testimony and exhibits provided at the May 15, 2017 hearing.
2. Applicant shall comply with all applicable Township ordinances and regulations.
3. Applicant shall obtain all applicable Township permits and approvals for the eating and drinking establishment use.
4. Applicant shall obtain all required third party permits and approvals, including, but not limited to any applicable Chester County Health Department and Pennsylvania

Liquor Control Board permits or approvals, and shall provide copies of any such permits and approvals to the Township.

5. Applicant shall stripe the two paved parking areas on the Property in compliance with applicable Township ordinances.
6. Applicant shall provide ADA accessible parking spaces in the paved parking area(s) in accordance with applicable Township ordinances.
7. After the eating and drinking establishment is open and operational, Applicant and the Township shall monitor the traffic operations of the Property access as well as Park Road between Pottstown Pike and Little Conestoga Road and shall implement traffic operations measures if necessary to direct the flow of traffic during the times that the use is operational in order to insure that safe traffic operations are provided.
8. Applicant shall coordinate with the Township Traffic Engineer to confirm whether any increase in trip generation is estimated to result from the eating and drinking establishment use that would require the payment of a Traffic Impact Fee pursuant to the Township's Act 209 Traffic Impact Fee Ordinance.
9. Applicant shall provide, operate and maintain bathroom facilities in accordance with the testimony and exhibits presented at the hearing and in accordance with any third party approvals required for such facilities, such as the Chester County Health Department.
10. The eating and drinking establishment shall be permitted to operate from June through October, on Thursdays through Sundays, from the hours of 12:00 p.m. to 11:00 p.m.
11. Applicant shall be required to seek annual approval from the Township for the seasonal eating and drinking establishment use, but such approval shall not require the reopening of the conditional use hearing or additional conditional use approval, provided that Applicant provides copies of any required third party permits and approvals that are required to be renewed in connection with the continued operation of the eating and drinking establishment.

#### Commercial Safety Program - Introduction

Al Gaspari introduced a Commercial Safety Program that is being considered for implementation in Upper Uwchlan Township. This is a pro-active safety inspection program, with the intent to increase awareness of commercial safety standards and prevent incidents that may endanger the health, safety and welfare of the community and/or cause property damage. Inspections would be scheduled once every 3 years; more frequently if there's an issue; educational and group assembly uses will be inspected more frequently. There are 186 commercial businesses in the Township at this time. Outside storage tanks will be documented through this program. Existing outside storage tanks have been checked to assure that they have been Certified and that inspection reports are being received from the County and State Agencies. Any hazardous material storage will be documented and shared with local and County emergency service providers. This Program will be implemented in the near future.

#### Township Manager's Report

Cary Vargo provided updates on the following projects:

Sunoco Mariner II. Sunoco's Mariner II Newsletter has been distributed via our website. The Township's Solicitor, John Good, plans to retire in the near future. He's been the Township's Solicitor for 50 years. The current Alternate Solicitor, Kristin Camp of Buckley Brion McGuire & Morris will become the primary solicitor and a new Alternate will be appointed. Sunderland Avenue Extension. Toll Brothers lost their appeal of Upper Uwchlan's Decision that they were to build Sunderland Avenue from the boundary with Upper Uwchlan to Eagle Farms Road in West Vincent Township, which was a condition of the original Conditional Use Approval

for the Ewing Tract. The West Vincent Township Planning Commission will review the revised Land Development Plan this week and the roadway may be under construction late summer, Eagleview Boulevard/Route 100 Traffic Signal. The traffic signal at this intersection, in Uwchlan Township, is part of Upper Uwchlan's adaptive traffic signal system, operationally, but Uwchlan Township maintains it. They use a different contractor, which can affect the function of the system. We'd like to take over the maintenance and inspection of it, Uwchlan Township is agreeable, and they'll reimburse the costs associated with that light. This is an example of best management practices of inter-municipal operation.

Park & Recreation Board. The recently reinvigorated Board's 7 candidates are to be appointed at the Supervisors' June 19 meeting. A few of the projects they'll work on are updating the Field Use Policy and discussing lighting of Hickory Park, in partnership with GEYA.

The sweeper/vacuum truck was delivered and immediately put to use May 18.

Walkworks ChesCo. The Upper Uwchlan Team has walked @ 6.5 million steps since the beginning of April when the County challenged residents and those working in Chester County to collectively walk 1 billion steps by the end of the year.

McKee-Fetters Land Development. McKee will submit revised preliminary Plans for the Planning Commission's review July 13 and potential approval by the Board of Supervisors July 17. The Sewer Agreement details are being finalized.

Park Road Trail. Some of the PECO poles are in private rights of way and their relocation may be covered by the Grant; easement appraisals are being updated and we'll begin meeting this summer with property owners to complete the process.

The Jankowski Tract (Black Horse ELU) conditional use hearing, seeking approval to build 55 single-family homes on the tract, is scheduled for June 19 at 7:00 PM.

Ordinance amendments regarding medical marijuana dispensary and grower/processor facilities and the keeping of chickens will be considered for adoption June 19.

Guy Donatelli spoke of a request for a stop sign in Byers Station. The Police Department is checking the intersection for speeding and safety concerns.

#### Open Session

Janet Yeager and Mimi Weller presented information of their work with "Fair Districts PA", seeking the fair re-distribution of political districts through a citizens commission rather than by political parties; they're trying to prevent gerrymandering from either Party. Every vote should count. Every citizen and every municipality is affected by the State's legislation. The State Legislature currently creates the Congressional District maps; a Commission of five (four Party leaders and a Chair) creates the State House and Senate District maps. Pennsylvania races are becoming less competitive. Fair Districts PA asked the Board to pass a Resolution of support for an independent citizens' redistricting commission. The Board members thanked Ms. Yeager and those working with Fair Districts PA for their efforts and they'll consider supporting this work as individuals. Citizens should contact their Representatives regarding the need for change to this process.

#### Adjournment

There being no more business to be brought before the Board, Kevin Kerr adjourned the Workshop at 5:24 PM.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary



TOWNSHIP OF UPPER UWCHLAN  
BOARD OF SUPERVISORS  
REGULAR MEETING,  
CONDITIONAL USE HEARING

June 19, 2017  
7:00 p.m.  
**DRAFT**

**In Attendance:**

**Board of Supervisors**

Kevin C. Kerr, Chair  
Jamie W. Goncharoff, Vice-Chair  
Guy A. Donatelli, Member

Kristin Camp, Esq., Township Solicitor  
Mark Hagerty, Court Stenographer

**Township Administration**

Cary B. Vargo, Township Manager  
Shanna Lodge, Assistant Township Manager  
Gwen A. Jonik, Township Secretary  
Jill Bukata, Township Treasurer  
John DeMarco, Police Chief  
Mike Heckman, Director of Public Works  
Dave Leh, Township Engineer  
Chris Williams, Township Traffic Engineer  
Sheila Fleming, Township Planner  
Matt Brown, Township Wastewater Engineer

Mr. Kerr called the meeting to order at 7:01 p.m., led the Pledge of Allegiance, offered a moment of silence and announced the business meeting would be held prior to the Conditional Use Hearing this evening. Mr. Kerr inquired of anyone planning to record the meeting. There were no responses.

**Approval of Minutes**

Mr. Goncharoff moved, seconded by Mr. Donatelli, to approve as presented the minutes of the May 9, 2017 Board of Supervisors Workshop and the May 15, 2017 Board of Supervisors Meeting and Conditional Use Hearings. The Motion carried unanimously.

**Approval of Payments**

Mr. Donatelli moved, seconded by Mr. Goncharoff, to approve the payments to all vendors listed June 14-15, 2017. The Motion carried unanimously.

**Treasurer's Report**

Jill Bukata reported the balance sheet remains strong; year-to-date revenues are at 41.7% of the annual budget; expenses are at 35.4%; earned income tax is higher than the same period last year.

**Supervisor's Report**

Mr. Kerr announced that the Board had met with residents interested in serving on the Park & Recreation Board. Mr. Donatelli moved, seconded by Mr. Goncharoff, to appoint the following residents to the Park & Recreation Board. The Motion carried unanimously.

Chris Foster, Sushila Subramanian (terms expiring 12/31/2019)  
Patrick Dennin, Cathy Tomlinson (terms expiring 12/31/2020)  
Lou Lanzalotto, John McManus, Praveen Nadkarni (terms expiring 12/31/2021)

The Board had also met with residents interested in serving on the Historic Commission. Mr. Donatelli moved, seconded by Mr. Goncharoff, to appoint the following residents to the Historic Commission. The Motion carried unanimously.

Vivian McCardell, Devdeep Maity (terms expiring 12/31/2019)  
Mark Fisher (term expiring 12/31/2020)

Mr. Kerr read the following calendar: July 4, 2017 Office Closed ~ Independence Day; July 11, 2017 4:00 p.m. Board of Supervisors Workshop; July 17, 2017 7:00 p.m. Board of Supervisors Meeting; Yard Waste Collections June 21, June 28, July 12 and July 26.

## ADMINISTRATION REPORTS

### Township Engineer's Report

Dave Leh reported that revised McKee-Fetters Land Development Plans will be reviewed for the July 13 Planning Commission meeting.

### Building and Codes Department Report

Cary Vargo reported that 61 building permits were issued in May, totaling \$13,118.56 in permit fees.

### Police Chief's Report

Chief DeMarco reported the Department handled 996 calls, including 9 arrests, issuing 72 verbal traffic warnings, 8 written traffic citations. Part-time Officer Bill Quinn will be sworn in in the near future.

### Public Works Department Report

Mike Heckman reported that the Department completed 144 of 171 work orders received over the past month, cleaned inlets throughout the Township; the recently installed sump pit in Hickory Park is working great; the bids for milling and paving were due and opened last week; and the street sweeper truck was received May 18 and was immediately put into service.

## LAND DEVELOPMENT

Toll Brothers Reserve at Chester Springs Escrow Release. Toll Brothers has requested an escrow release for public improvements at the Reserve at Chester Springs project. Gilmore reviewed the request and recommends releasing the requested amount, \$87,336.72. Mr. Goncharoff moved, seconded by Mr. Donatelli, to approve Toll's request to release \$87,336.72. The Motion carried unanimously.

### Conditional Use Approval Extensions.

Gunner Properties 270-290 Park Road project is awaiting DEP approval and won't be able to apply for a building permit prior to expiration of the conditional use approval. They request a 1-year extension to apply for a building permit, to June 30, 2018. Mr. Goncharoff moved, seconded by Mr. Donatelli, to extend the conditional use approval to June 30, 2018. The Motion carried unanimously.

McKee/Fetters project is moving through the land development process, awaiting permit approvals from various agencies and also requested an extension of the conditional use approval. Mr. Donatelli moved, seconded by Mr. Goncharoff, to extend the conditional use approval to July 17, 2018. The Motion carried unanimously.

## ADMINISTRATION

2017 Road Milling and Paving. Mike Heckman advised that ten bids were received for the road milling and paving contract. He has scheduled 2.67 miles of roadway to be milled and paved. The low bidder is Glasgow Inc. at \$5.87/square yard for milling and \$70.64/ton in place for asphalt overlay, for a total cost of +/- \$382,300.00. This is below the 2017 budgeted amount so

he'd like to add Hoffman Circle to the project list, bringing the total to \$403,300.00, which is still within the 2017 budget. The roads are inspected each year, and the paving rotation is averaging 11 years using the newer materials; the paving doesn't last 18 years as it did with the old materials.

Mr. Goncharoff moved, seconded by Mr. Donatelli, to award the 2017 Road Milling and Paving Contract to Glasgow Inc. at \$5.87/square yard milling and \$70.64/ton in place for the asphalt overlay. The Motion carried unanimously.

Ordinance amendments – Medical Marijuana, Keeping of Chickens. Cary Vargo advised that the current Township ordinances do not allow chickens to be kept. An Ordinance to allow specific numbers of chickens according to residential lot size was drafted, and revised several times, prior to the Township Planning Commission recommending for approval the Ordinance presented this evening. The Ordinance also includes provisions in response to Pennsylvania Act 16 of April 2016, which legalized and regulates medical marijuana grower/processors and dispensaries in the State, by allowing these uses in specific commercial districts and the Limited Industrial / Planned Industrial districts.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to adopt **Ordinance # 2017-02** which allows for medical marijuana dispensaries and grower/processors in specific zoning districts in the Township and allows for the keeping of chickens -- specific numbers of hen chickens according to residential lot size. The Motion carried unanimously.

Resolution and Agreement for Electronic Access to PennDOT Systems. Mr. Goncharoff moved, seconded by Mr. Donatelli, to adopt Resolution # 06-19-17-11, which authorizes specific Township Staff to execute and enter into an Electronic Access License Agreement with PennDOT, in order for Township Staff to electronically file liquid fuels related information and annual reports. The Motion carried unanimously.

Wastewater Disposal Capacity – Purchase Agreement. Mr. Vargo advised that an Agreement has been drafted and reviewed by Township and Municipal Authority Solicitors to document the allocation of 33 EDUs (equivalent dwelling units) for wastewater treatment (Route 100 Plant) and disposal capacities for the Gunner Properties/Toll Brothers 270-290 Park Road townhome project, and the purchase of 14,030 gallons per day of wastewater disposal capacity by the Township from Toll Brothers. The Municipal Authority has reviewed the Agreement and anticipates executing the Agreement and +\$400,000 check to purchase the 14,030 gallons of disposal capacity at their June meeting.

Mr. Goncharoff moved, seconded by Mr. Donatelli, to approve and execute the Agreement between the Township, the Municipal Authority, Gunner Properties and Toll Brothers, as stated above: 33 EDUs of wastewater treatment and disposal for the 270-290 Park Road project; and the Township's/Authority's purchase from Toll Brothers of 14,030 gallons per day of wastewater disposal capacity. The Motion carried unanimously.

#### Open Session

There were no comments offered.

Mr. Kerr adjourned the business meeting at 7:23 p.m. and advised a 5-minute recess would take place in order to prepare for the Conditional Use Hearing.

Conditional Use Hearing. Applicant: Black Horse ELU, LLC (also known as the Jankowski Tract)  
Mr. Kerr reconvened the evening at 7:32 p.m. and asked Kristin Camp, Esq., to conduct the Conditional Use Hearing. Mark Hagerty, Court Stenographer, recorded the proceedings. The Transcript contains all testimony and details, and is the Record.

The Conditional Use Application seeks permission to construct 55 single-family detached homes, with 40% open space, on a 40-acre tract, currently vacant, in the R-2/F-1 Overlay District along the west side of Route 100 near the boundary with West Vincent Township.

Ms. Camp marked and entered into the Record the following Board Exhibits:

- B-1 Conditional Use Application dated March 29, 2017, with Plan and Impact Studies
- B-2 Revised Conditional Use Plan prepared by E.B. Walsh, dated May 16, 2017
- B-3 Proof of Publication
- B-4 Mailing List of Property Owners Receiving Hearing Notice
- B-5 Affidavit of Property Posting
- B-6 Planning Commission Meeting Minutes: May 11, 2017 Approved, June 8, 2017 Draft
- B-7 Hearing Date Extension Approval
- B-8 Gilmore/Consultants' Review Letter dated May 9, 2017
- B-9 Gilmore/Consultants' Review Letter dated June 12, 2017
- B-10 Fire Marshal Review Letter dated June 13, 2017
- B-11 Moser Concerned with Development dated June 19, 2017

Ms. Camp explained the Hearing Process and asked if anyone who lives close to the proposed development or who'd be impacted by the project would care to be admitted as a Party. Carriage Drive residents M/M Rufo, M/M Aird, M/M Senatz, Mr. Gallagher, Mr. Alverio, and M/M Miller; Milford Road residents M/M Moser and M/M Grissom; and Pottstown Pike residents M/M Farag, were admitted as Parties.

John Jaros, Esq., representing Black Horse ELU, LLC, John Mostoller – Envision Land Use, Adam Brower – E.B. Walsh, Matt Hammond – Traffic Planning & Design, David Babbitt – Babbitt and Associates, Ted Gacomis – E.B. Walsh, the Jankowskis and the Pomantos, were in attendance for the Applicant.

Mr. Jaros distributed booklets of the Applicant's Exhibits A-1 through A-19. All of the Applicant's witnesses were sworn in as a group and Mr. Jaros proceeded to ask questions of Mr. Mostoller. In summary the proposed development is 55 single family homes, on 7,500 square foot lots, a connector road from Milford Road to Route 100, a trail, an all-purpose field and a dog park. The all-purpose field is basically for this development's use, there will be no parking along the connector road, there will be a Homeowners Association which will be responsible for maintenance of the open space and trail, the homes will be served by public water (Aqua PA) and public sewer. There is no suitable wastewater disposal area on-site, necessitating discussions with the Municipal Authority for alternative disposal capacity, which they propose purchasing from the Township. Exhibit A-18 shows a typical architectural elevation, 10-12 styles offered, in the range of \$500,000-600,000.

Mrs. Moser, Mr. Gallagher, Mrs. Miller, Mr. Grissom, Mr. Alverio, and Mr. Dennin had questions for Mr. Mostoller.

Mr. Jaros proceeded to ask questions of Adam Brower, who added they don't plan to disturb the wetlands on the property, there is a gas pipeline and PECO lines through the property, which they'd plan to relocate the PECO lines, the planned storm water management areas will protect the neighboring properties from runoff, each home will have a 2-car garage and 2-car side-by-side driveway, there are 20.2 acres of open space (49% of the tract), the Base Density equals 41 lots, plus the F-1 Overlay Bonus for additional open space provides for the total 55 lots

proposed. They'll seek 2 waivers: 1) the interior road of 28' wide with parking on one side, and 2) providing sidewalk on only 1 side. They can comply with the comments contained in the Consultants' reviews.

The Board of Supervisors, Ms. Camp, Mr. Rufo, Mr. Gallagher, Mr. Alverio, Mr. Grissom, Mrs. Miller, Mr. Nadkarni, asked a number of questions of Mr. Brower. There was discussion of the open space calculation and the inclusion of the connector road in the calculation. The matter was not resolved this evening.

Discussion was held regarding the continuation of the Hearing and it was announced that the Hearing would be continued to Tuesday, July 11, 2017, beginning at 6:00 PM at the Township Building.

Mr. Kerr adjourned the evening at 9:57 PM.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary

July 13, 2017  
02:57 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Packet Page 10

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 48088 to 48179  
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
48088	07/17/17	CARRJ010 JOSEPH CARR	1,237.60	1591
48089	07/17/17	21ST 21ST CENTURY MEDIA PHILLY	1,295.76	1591
48090	07/17/17	ACEP0010 ACE PORTABLES, INC.	75.00	1591
48091	07/17/17	AMERI030 AICPA RENEWAL Processing	265.00	1591
48092	07/17/17	AMERI050 AMERICAN SAFETY & HEALTH INSTI	262.86	1591
48093	07/17/17	AQUAP010 AQUA PA	593.92	1591
48094	07/17/17	ARROC010 ARRO CONSULTING, INC.	2,624.00	1591
48095	07/17/17	BAIRD010 BAIRD & RUDOLPH TIRE COMPANY,	263.45	1591
48096	07/17/17	BARBA010 BARBACANE THORNTON & COMPANY	6,675.00	1591
48097	07/17/17	BERKH030 H.A. BERKHEIMER, INC.	150.00	1591
48098	07/17/17	BESTL140 BEST LINE EQUIPMENT	235.21	1591
48099	07/17/17	BRANDWIN BRANDYWINE CONSERVANCY	915.00	1591
48100	07/17/17	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,701.85	1591
48101	07/17/17	BURKHOLD BURKHOLDER MFG, INC.	324.90	1591
48102	07/17/17	CARROENG CARROLL ENGINEERING	1,200.00	1591
48103	07/17/17	CARSE010 CAR SENSE, INC.	443.74	1591
48104	07/17/17	CCSPC010 BRANDYWINE VALLEY SPCA	41.20	1591
48105	07/17/17	CEDAR010 CEDAR HOLLOW RECYCLING	304.95	1591
48106	07/17/17	CHARLHIG CHARLES A HIGGINS & SONS	267.84	1591
48107	07/17/17	CHEST140 CHESTER COUNTY TREASURER	125.00	1591
48108	07/17/17	CINTA010 CINTAS CORPORATION #287	160.71	1591
48109	07/17/17	CJTIRES CJ'S TIRE & AUTOMOTIVE SERVICE	1,368.00	1591
48110	07/17/17	COMCA010 COMCAST	792.02	1591
48111	07/17/17	DAVIS010 ROBERT L DAVIS	350.00	1591
48112	07/17/17	DELAW030 DVHT	55,009.85	1591
48113	07/17/17	DELTRUST DELAWARE VALLEY INSURANCE TRST	16,224.35	1591
48114	07/17/17	DEMAR010 JOHN DEMARCO	958.70	1591
48115	07/17/17	DEWEES010 DEWEES BROTHERS PLUMBING & HEA	587.84	1591
48116	07/17/17	DWCT DELAWARE VALLEY WC TRUST	13,793.00	1591
48117	07/17/17	EAGLHARD EAGLE HARDWARE	76.60	1591
48118	07/17/17	EASTB010 EAST BRANDYWINE FIRE COMPANY	7,954.00	1591
48119	07/17/17	EMERGVEH EMERGENCY VEHICLE OUTFITTERS	158.27	1591
48120	07/17/17	FRAME010 FRAME POWER EQUIPMENT	10.00	1591
48121	07/17/17	GATHE010 BRIAN E. GATHERCOLE	350.00	1591
48122	07/17/17	GUTHL010 GUTH LABORATORIES, INC.	105.82	1591
48123	07/17/17	HAWEI010 H.A. WEIGAND, INC.	615.00	1591
48124	07/17/17	HELPNOW HELP NOW	3,131.38	1591
48125	07/17/17	HONEYBRO HONEY BROOK OUTDOOR POWER	204.94	1591
48126	07/17/17	INTER010 INTERCON TRUCK EQUIPMENT	161.78	1591
48127	07/17/17	JAMAR010 JAMAR TECHNOLOGIES, INC.	92.80	1591
48128	07/17/17	JOELSTUT JOEL STUTZMAN	237.61	1591
48129	07/17/17	JOHNGOOD JOHN E. GOOD ASSOCIATES	663.00	1591
48130	07/17/17	JONESSTE STEVEN R. JONES	350.00	1591
48131	07/17/17	JONESTOM THOMAS S. JONES	350.00	1591
48132	07/17/17	KEENC010 KEEN COMPRESSED GAS COMPANY	24.72	1591
48133	07/17/17	KEMME010 PAUL E. KEMME	384.52	1591
48134	07/17/17	KONIC010 KONICA MINOLTA BUSINESS SOLUTI	368.66	1591
48135	07/17/17	LEVEN010 LEVENGOOD SEPTIC SERVICE	560.00	1591
48136	07/17/17	LINESYST LINE SYSTEMS, LSI	985.07	1591
48137	07/17/17	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	58.07	1591
48138	07/17/17	MAILF010 MAIL FINANCE	185.00	1591

July 13, 2017  
02:57 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 2

Packet Page 11

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
48139	07/17/17	MAINL010 MAIN LINE CONCRETE & SUPPLY IN	529.75	1591
48140	07/17/17	MARKH010 MARK HAGERTY	781.00	1591
48141	07/17/17	MARTI010 MARTIN ENTERPRISES	496.80	1591
48142	07/17/17	MCMHA010 MCMAHON ASSOCIATES, INC.	9,884.24	1591
48143	07/17/17	METRO020 METROPOLITAN COMMUNICATIONS	272.45	1591
48144	07/17/17	MONTE010 MONTESANO BROS.	95.06	1591
48145	07/17/17	NAPA0010 NAPA	695.70	1591
48146	07/17/17	NEWHO010 NEW HOLLAND AUTO GROUP	829.07	1591
48147	07/17/17	NORTH040 NORTHERN SAFETY & INDUSTRIAL	225.64	1591
48148	07/17/17	OFFIC020 OFFICE SERVICE COMPANY	1,869.35	1591
48149	07/17/17	PARAD010 ROBERT PARADIS	350.00	1591
48150	07/17/17	PEC00010 PECO	3,610.51	1591
48151	07/17/17	PICPA010 PICPA	335.00	1591
48152	07/17/17	POZZA005 ADAM D. POZZA	350.00	1591
48153	07/17/17	RAILW010 RAILWAY RESOURCES	300.00	1591
48154	07/17/17	REILLYSI REILLY & SONS INC.	1,259.66	1591
48155	07/17/17	SHERMO10 KYLE S. SHERMAN	350.00	1591
48156	07/17/17	SLOAN010 SLOAN MOTORS, INC.	14.80	1591
48157	07/17/17	STAPLADV STAPLES ADVANTAGE	516.05	1591
48158	07/17/17	STAPLCRP STAPLES CREDIT PLAN	233.37	1591
48159	07/17/17	STEVEGN STEVEN EGNACZYK	272.13	1591
48160	07/17/17	STEVEZOH STEVEN ZOHRBABIAN	287.25	1591
48161	07/17/17	STITE010 DAVID STITELER	350.00	1591
48162	07/17/17	STUBB010 STUBBE CONSULTING LLC	120.00	1591
48163	07/17/17	TAYLWISE TAYLOR WISEMAN & TAYLOR	210.00	1591
48164	07/17/17	TDAMEDEF TD AMERITRADE FBO	18,662.50	1591
48165	07/17/17	TDAMEPOL TD AMERITRADE FBO	37,515.00	1591
48166	07/17/17	TDAMERDC TD AMERITRADE TRUST CO	1,391.00	1591
48167	07/17/17	TEMPLUNI TEMPLE UNIVERSITY - CJTP	15.00	1591
48168	07/17/17	THEPA020 THE PARTY CENTER	1,232.45	1591
48169	07/17/17	USMUN020 US MUNICIPAL SUPPLY CO.	448.82	1591
48170	07/17/17	VERIZ010 VERIZON	483.77	1591
48171	07/17/17	VERIZ020 VERIZON WIRELESS	697.68	1591
48172	07/17/17	VERIZOSP VERIZON - SPECIAL PROJECTS	126.08	1591
48173	07/17/17	VERZIPAD VERIZON IPAD	169.46	1591
48174	07/17/17	WGAMERIC WG AMERICA COMPANY	170.67	1591
48175	07/17/17	WILLIREE WILLIAM REES	221.88	1591
48176	07/17/17	WINDVATH WINDVIEW ATHLETIC FIELDS	1,350.00	1591
48177	07/17/17	WITME010 WITMER PUBLIC SAFETY GROUP, INC	706.58	1591
48178	07/17/17	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	268.65	1591
48179	07/17/17	GILMO020 GILMORE & ASSOCIATES, INC	2,772.08	1599

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	92	0	215,743.44	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	92	0	215,743.44	0.00



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

TO: BOARD OF SUPERVISORS  
FROM: Jill Bukata, Township Treasurer  
RE: Status Update  
DATE: July 17, 2017

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

- Received and processed 77 trash and 245 sewer payments (6/15/17 to 7/14/17)

**Projects and goals**

- Revise the Accounting Manual in accordance with current procedures and staffing
- Obtain understanding from Keystone regarding timing of EIT payments
- Revise and update the Employee Personnel Manual

**Highlights of the June 30, 2017 financial statements**

- The balance sheet remains strong with cash of over \$7.2 million
- Year to date revenues (combined) are **\$4,594,861 or 61.8%** of the annual budget. Combined expenses are **\$2,733,709 or 42.8%** of the budget. The combined year to date net income (General Fund and Solid Waste Fund) is **\$1,861,152 before the transfer to the Capital Fund of \$950,000. It is \$911,152 after the transfer.**
- Earned income tax revenue YTD is **\$1,993,511** which is approximately \$148,000 more than the same period last year.

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of June 30, 2017**

**ASSETS**

## Cash

01-100-000-100	General Checking - Fulton Bank	\$ 208,191.58
01-100-000-200	Meridian Bank	2,884,998.87
01-100-000-210	Meridian Bank - Payroll	67,276.88
01-100-000-250	Nat Penn - Turf Field	266,786.91
01-100-000-300	Petty Cash	300.00
	Total Cash	<u>3,427,554.24</u>

## Investments

01-120-000-100	Certificate of Deposit - 7/2/18	<u>260,277.40</u>
		<u>260,277.40</u>

## Accounts Receivable

01-145-000-020	Engineering Fees Receivable	105,889.95
01-145-000-021	Engineering Fees Receivable-CU	1,794.05
01-145-000-030	Legal Fees Receivable	3,468.13
01-145-000-040	R/E Taxes Receivable	20,053.09
01-145-000-050	Hydrant Tax Receivable	-
01-145-000-080	Field Fees Receivables	25,336.25
01-145-000-085	Turf Field Receivables	15,977.50
01-145-000-086	EIT Receivable	40,073.35
01-145-000-090	RE Transfer Tax Receivable	64,909.57
01-145-000-095	Misc accounts receivable	60,000.00
	Total Accounts Receivable	<u>337,501.89</u>

## Other Current Assets

01-130-000-001	Due From Municipal Authority	54,166.86
01-130-000-003	Due From Liquid Fuels	-
01-130-000-004	Due from ACT 209 Fund	-
01-130-000-005	Due From Capital Fund	-
01-130-000-006	Due from Solid Waste Fund	-
01-130-000-007	Due from Water Resource Protection Fund	-
01-130-000-008	Due from the Sewer Fund	-
01-130-000-009	Due from Developer's Escrow Fund	60.00
01-131-000-000	Suspense Account	-
	Total Other Current Assets	<u>54,226.86</u>

## Prepaid Expense

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

**Total Assets** **4,079,560.39****LIABILITIES AND FUND BALANCE**

## Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	62,427.95
	Total Accounts Payable	<u>62,427.95</u>

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of June 30, 2017**

**Other Current Liabilities**

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	(33.66)
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	13,218.63
01-214-000-000	Non-Uniform Pension	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	1,500.00
01-219-000-000	LST Tax Withheld	390.00
01-220-000-000	State UnemploymentW/H	830.55
01-221-000-000	Benefit Deduction-Aflac	542.33
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	1,149.80
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	17.50
01-239-000-006	Due to Solid Waste Fund	115.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	1,120.00
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	18,850.15

**Total Liabilities** **81,278.10**

**EQUITY**

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	2,684,391.53
	Current Period Net Income (Loss)	500,969.16
	Total Equity	3,998,282.29

**Total Fund Balance** **3,998,282.29**

**Total Liabilities & Fund Balance** **4,079,560.39**

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
01-301-000-010	Current Real Estate Taxes	904,712.18	970,000.00	(65,287.82)	93.3%
01-301-000-013	Real Estate Tax Refunds	(24,410.80)	(25,000.00)	589.20	97.6%
01-301-000-030	Delinquent Real Estate Taxes	10,907.07	30,000.00	(19,092.93)	36.4%
01-301-000-071	Hydrant Tax	65,786.34	65,000.00	786.34	101.2%
01-310-000-010	Real Estate Transfer Taxes	171,041.70	375,000.00	(203,958.30)	45.6%
01-310-000-020	Earned Income Taxes	2,020,708.49	3,677,100.00	(1,656,391.51)	55.0%
01-310-000-021	EIT commissions paid	(27,197.97)	(50,009.00)	22,811.03	54.4%
01-320-000-010	Building Permits	197,872.50	150,000.00	47,872.50	131.9%
01-320-000-020	Use & Occupancy Permit	9,170.00	8,000.00	1,170.00	114.6%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,450.00	2,000.00	(550.00)	72.5%
01-320-000-050	Refinance Certification Fees	2,210.00	4,000.00	(1,790.00)	55.3%
01-321-000-080	Cable TV Franchise Fees	123,688.41	250,000.00	(126,311.59)	49.5%
01-331-000-010	Vehicle Codes Violation	26,409.45	60,000.00	(33,590.55)	44.0%
01-331-000-011	Reports/Fingerprints	865.75	2,000.00	(1,134.25)	43.3%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	646.43	1,000.00	(353.57)	64.6%
01-341-000-001	Interest Earnings	8,110.41	15,000.00	(6,889.59)	54.1%
01-342-000-001	Rental Property Income	12,000.00	24,000.00	(12,000.00)	50.0%
01-354-000-010	County Grants	-	-	-	#DIV/0!
01-354-000-020	State Grants	-	1,808.00	(1,808.00)	0.0%
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	6,000.00	(6,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	200.00	400.00	(200.00)	50.0%
01-355-000-005	State Aid, Police Pension	-	85,000.00	(85,000.00)	0.0%
01-355-000-006	State Aid, Non-Uniform Pension	-	55,000.00	(55,000.00)	0.0%
01-355-000-007	Foreign Fire Insurance Tax	-	112,000.00	(112,000.00)	0.0%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	22,550.00	4,000.00	18,550.00	563.8%
01-361-000-032	Fees from Engineering	65,643.91	100,000.00	(34,356.09)	65.6%
01-361-000-033	Admin Fees from Engineering	1,433.68	8,000.00	(6,566.32)	17.9%
01-361-000-035	Admin Fees from Legal	297.98	1,500.00	(1,202.02)	19.9%
01-361-000-036	Legal Services Fees	3,357.65	3,000.00	357.65	111.9%
01-361-000-038	Sale of Maps & Books	90.00	250.00	(160.00)	36.0%
01-361-000-039	Fire Inspection Fees	-	-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU	16,126.65	-	16,126.65	#DIV/0!
01-361-000-042	Copies	8.75	100.00	(91.25)	8.8%
01-367-000-010	Recreation Donations	-	1,000.00	(1,000.00)	0.0%
01-367-000-020	Tennis Fees	-	-	-	#DIV/0!
01-367-000-021	Field Programs	23,223.75	30,000.00	(6,776.25)	77.4%
01-367-000-025	Turf Field Fees	43,622.50	45,000.00	(1,377.50)	96.9%
01-367-000-030	Community Events Donations	12,150.00	10,000.00	2,150.00	121.5%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	1,828.49	5,000.00	(3,171.51)	36.6%
01-380-000-010	Insurance Reimbursement	1,008.33	3,000.00	(1,991.67)	33.6%
01-392-000-008	Municipal Authority Reimbursement	107,321.69	216,667.00	(109,345.31)	49.5%
01-392-000-020	Transfer from Capital Fund	-	-	-	#DIV/0!
01-392-000-030	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
01-395-000-000	Refund of Prior Year Expenses	-	-	-	#DIV/0!
<b>Total Revenue</b>		<b>3,802,833.34</b>	<b>6,247,616.00</b>	<b>(2,444,782.66)</b>	<b>60.9%</b>

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>GENERAL GOVERNMENT</b>					
01-400-000-113	Supervisors Wages	625.00	2,500.00	(1,875.00)	25.0%
01-400-000-150	Payroll Tax Expense	47.81	191.00	(143.19)	25.0%
01-400-000-320	Telephone	1,047.43	2,000.00	(952.57)	52.4%
01-400-000-340	Public Relations	311.90	6,500.00	(6,188.10)	4.8%
01-400-000-341	Advertising	1,090.34	7,500.00	(6,409.66)	14.5%
01-400-000-342	Printing	3,183.50	1,000.00	2,183.50	318.4%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,636.00	4,500.00	(1,864.00)	58.6%
01-400-000-352	Insurance-Liability	-	24,378.00	(24,378.00)	0.0%
01-400-000-420	Dues/Subscriptions/Memberships	525.00	5,000.00	(4,475.00)	10.5%
01-400-000-460	Meeting & Conferences	3,963.70	6,000.00	(2,036.30)	66.1%
01-400-000-461	Bank Fees	5,794.82	500.00	5,294.82	1159.0%
01-400-000-463	Misc expenses	(98.64)	2,000.00	(2,098.64)	-4.9%
		19,126.86	64,069.00	(44,942.14)	29.9%
<b>EXECUTIVE</b>					
01-401-000-100	Administration Wages	208,470.08	463,336.00	(254,865.92)	45.0%
01-401-000-150	Payroll Tax Expense	15,858.76	35,445.00	(19,586.24)	44.7%
01-401-000-151	PSATS Unemployment Compensation	1,170.00	1,170.00	-	100.0%
01-401-000-156	Employee Benefit Expense	47,387.30	152,289.00	(104,901.70)	31.1%
01-401-000-157	ACA Fees	171.76	340.00	(168.24)	50.5%
01-401-000-160	Non-Uniform Pension	8,130.44	35,774.00	(27,643.56)	22.7%
01-401-000-174	Tuition Reimbursements	-	4,000.00	(4,000.00)	0.0%
01-401-000-181	Longevity Pay	-	5,100.00	(5,100.00)	0.0%
01-401-000-183	Overtime Wages	2,292.69	5,000.00	(2,707.31)	45.9%
01-401-000-200	Supplies	8,529.92	10,000.00	(1,470.08)	85.3%
01-401-000-205	Meals & Meal Allowances	-	-	-	#DIV/0!
01-401-000-215	Postage	3,064.67	3,500.00	(435.33)	87.6%
01-401-000-230	Gasoline & Oil	844.81	2,200.00	(1,355.19)	38.4%
01-401-000-235	Vehicle Maintenance	69.73	500.00	(430.27)	13.9%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	6,121.92	7,000.00	(878.08)	87.5%
01-401-000-317	Parking/Travel	637.00	1,200.00	(563.00)	53.1%
01-401-000-322	Ipad Expenses	284.18	600.00	(315.82)	47.4%
01-401-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-400-000-353	Insurance-Vehicle	-	154.00	(154.00)	0.0%
01-401-000-354	Insurance-Workers Compensation	1,963.92	1,655.00	308.92	118.7%
01-401-000-420	Dues/Subscriptions/Memberships	4,547.38	2,500.00	2,047.38	181.9%
01-401-000-450	Contracted Services	9,554.24	6,685.00	2,869.24	142.9%
		319,098.80	740,448.00	(421,349.20)	43.1%
<b>AUDIT</b>					
01-402-000-450	Contracted Services	25,350.00	26,650.00	(1,300.00)	95.1%
		25,350.00	26,650.00	(1,300.00)	95.1%
<b>TAX COLLECTION</b>					
01-403-000-100	Tax Collector Wages	8,923.45	19,000.00	(10,076.55)	47.0%
01-403-000-150	Payroll Tax Expense	676.80	1,454.00	(777.20)	46.5%
01-403-000-200	Supplies	85.14	500.00	(414.86)	17.0%
01-403-000-215	Postage	1,580.16	2,000.00	(419.84)	79.0%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	2,366.40	3,000.00	(633.60)	78.9%
		13,631.95	26,554.00	(12,922.05)	51.3%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>LEGAL</b>					
01-404-000-305	Reimbursable Legal Fees - CU	-	-	-	#DIV/0!
01-404-000-310	Reimbursable Legal Fees	6,775.80	10,000.00	(3,224.20)	67.8%
01-404-000-311	Non Reimbursable Legal	8,153.67	30,000.00	(21,846.33)	27.2%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		14,929.47	45,000.00	(30,070.53)	33.2%
<b>COMPUTER</b>					
01-407-000-200	Supplies	222.43	2,000.00	(1,777.57)	11.1%
01-407-000-220	Software	1,868.77	4,000.00	(2,131.23)	46.7%
01-407-000-222	Hardware	1,432.00	7,000.00	(5,568.00)	20.5%
01-407-000-240	Web Page	-	5,000.00	(5,000.00)	0.0%
01-407-000-450	Contracted Services	43,979.62	52,000.00	(8,020.38)	84.6%
		47,502.82	70,000.00	(22,497.18)	67.9%
<b>ENGINEERING</b>					
01-408-000-305	Reimbursable Conditional Use	4,454.32	25,000.00	(20,545.68)	17.8%
01-408-000-310	Reimbursable Engineering	38,519.01	75,000.00	(36,480.99)	51.4%
01-408-000-311	Traffic Engineering	22,170.51	25,000.00	(2,829.49)	88.7%
01-408-000-313	Non Reimbursable Engineering	8,713.14	20,000.00	(11,286.86)	43.6%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	5,920.38	4,000.00	1,920.38	148.0%
01-408-000-368	MS4 Expenses	-	-	-	#DIV/0!
		79,777.36	153,500.00	(73,722.64)	52.0%
<b>TOWNSHIP PROPERTIES</b>					
<i>Public Works Building</i>					
01-409-001-200	Supplies	265.03	1,000.00	(734.97)	26.5%
01-409-001-231	Propane & heating - PW bldg	10,905.43	13,000.00	(2,094.57)	83.9%
01-409-001-250	Maint & Repair	5,330.86	16,150.00	(10,819.14)	33.0%
01-409-001-320	Telephone	2,304.64	1,700.00	604.64	135.6%
01-409-001-351	Insurance - property	-	4,118.00	(4,118.00)	0.0%
01-409-001-360	Utilities	2,983.95	12,000.00	(9,016.05)	24.9%
01-409-001-450	Contracted Services	554.44	5,820.00	(5,265.56)	9.5%
<i>Township Building</i>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	560.16	2,000.00	(1,439.84)	28.0%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	16,543.47	8,000.00	8,543.47	206.8%
01-409-003-320	Telephone	6,594.19	7,000.00	(405.81)	94.2%
01-409-003-351	Insurance Property	-	4,118.00	(4,118.00)	0.0%
01-409-003-360	Utilities	11,772.75	15,000.00	(3,227.25)	78.5%
01-409-003-450	Contracted Services	9,614.26	25,000.00	(15,385.74)	38.5%
<i>Milford Road</i>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	635.77	1,500.00	(864.23)	42.4%
01-409-004-250	Maintenance & Repairs	-	3,000.00	(3,000.00)	0.0%
01-409-004-320	Telephone	1,541.59	1,600.00	(58.41)	96.3%
01-409-004-351	Insurance - property	-	824.00	(824.00)	0.0%
01-409-004-360	Utilities	635.94	2,000.00	(1,364.06)	31.8%
01-409-004-450	Contracted Services	890.50	1,100.00	(209.50)	81.0%
		71,132.98	130,430.00	(59,297.02)	54.5%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>POLICE EXPENSES</b>					
01-410-000-100	Police Wages	511,265.45	1,101,367.00	(590,101.55)	46.4%
01-410-000-150	Payroll Tax Expense	41,215.70	84,255.00	(43,039.30)	48.9%
01-410-000-151	PSATS Unemployment Compensation	2,284.65	2,535.00	(250.35)	90.1%
01-410-000-156	Employee Benefit Expense	161,593.66	345,027.00	(183,433.34)	46.8%
01-410-000-158	Medical Expense Reimbursements	2,981.30	7,500.00	(4,518.70)	39.8%
01-410-000-160	Pension Expense	37,515.00	150,060.00	(112,545.00)	25.0%
01-410-000-174	Tuition Reimbursement	3,645.00	15,000.00	(11,355.00)	24.3%
01-410-000-181	Longevity Pay	7,000.00	18,200.00	(11,200.00)	38.5%
01-410-000-182	Education Incentive	3,000.00	3,500.00	(500.00)	85.7%
01-410-000-183	Overtime Wages	15,589.82	42,000.00	(26,410.18)	37.1%
01-410-000-187	Courttime Wages	6,445.82	12,000.00	(5,554.18)	53.7%
01-410-000-191	Uniform/Boot Allowances	5,800.00	10,700.00	(4,900.00)	54.2%
01-410-000-200	Supplies	3,656.80	12,000.00	(8,343.20)	30.5%
01-410-000-215	Postage	-	750.00	(750.00)	0.0%
01-410-000-230	Gasoline & Oil	12,618.42	25,000.00	(12,381.58)	50.5%
01-410-000-235	Vehicle Maintenance	6,787.57	30,000.00	(23,212.43)	22.6%
01-410-000-238	Clothing/Uniforms	2,223.08	5,000.00	(2,776.92)	44.5%
01-410-000-250	Maintenance & Repairs	561.16	1,500.00	(938.84)	37.4%
01-410-000-260	Small Tools & Equipment	1,265.91	7,000.00	(5,734.09)	18.1%
01-410-000-311	Non-Reimbursable-Legal	-	3,000.00	(3,000.00)	0.0%
01-410-000-316	Training/Seminar	5,277.38	14,500.00	(9,222.62)	36.4%
01-410-000-317	Parking & travel	-	400.00	(400.00)	0.0%
01-410-000-320	Telephone	2,136.13	8,000.00	(5,863.87)	26.7%
01-410-000-322	Ipad Expense	224.16	600.00	(375.84)	37.4%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	4,274.75	7,000.00	(2,725.25)	61.1%
01-410-000-342	Police Accreditation	3,400.00	13,500.00	(10,100.00)	25.2%
01-410-000-352	Insurance - Liability	-	12,930.00	(12,930.00)	0.0%
01-410-000-353	Insurance - Vehicles	-	4,832.00	(4,832.00)	0.0%
01-410-000-354	Insurance - Workers Compensation	42,551.60	35,864.00	6,687.60	118.6%
01-410-000-420	Dues/Subscriptions/Memberships	425.00	750.00	(325.00)	56.7%
01-410-000-450	Contracted Services	14,211.90	15,500.00	(1,288.10)	91.7%
01-410-000-740	Computer/Furniture	2,892.50	4,000.00	(1,107.50)	72.3%
		900,842.76	1,995,270.00	(1,094,427.24)	45.1%
<b>FIRE/AMBULANCE</b>					
01-411-000-354	Insurance - Workers Compensation	13,475.14	28,000.00	(14,524.86)	48.1%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	31,348.73	60,000.00	(28,651.27)	52.2%
01-411-001-001	Ludwigs	37,080.00	74,160.00	(37,080.00)	50.0%
01-411-001-002	Lionville	39,489.32	74,282.00	(34,792.68)	53.2%
01-411-001-003	Lionville Capital	-	-	-	#DIV/0!
01-411-001-004	Glenmoore	4,274.50	8,549.00	(4,274.50)	50.0%
01-411-001-005	E. Brandywine	7,954.00	15,908.00	(7,954.00)	50.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-545	Contributions-Fire Relief	-	112,000.00	(112,000.00)	0.0%
		133,621.69	375,399.00	(241,777.31)	35.6%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>AMBULANCE</b>					
01-412-000-540	Uwchlan Ambulance	13,519.00	27,038.00	(13,519.00)	50.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		13,519.00	27,038.00	(13,519.00)	50.0%
<b>CODES ADMINISTRATION</b>					
01-413-000-100	Code Administrator Wages	107,505.57	229,144.00	(121,638.43)	46.9%
01-413-000-150	Payroll Tax Expenses	8,550.00	17,530.00	(8,980.00)	48.8%
01-413-000-151	PSATS Unemployment Compensation	585.00	585.00	-	100.0%
01-413-000-156	Employee Benefit Expense	36,898.33	75,783.00	(38,884.67)	48.7%
01-413-000-160	Pension	5,110.17	17,692.00	(12,581.83)	28.9%
01-413-000-181	Longevity Pay	4,800.00	6,600.00	(1,800.00)	72.7%
01-413-000-200	Supplies	1,399.80	1,000.00	399.80	140.0%
01-413-000-230	Gasoline & Oil	3,071.52	3,800.00	(728.48)	80.8%
01-413-000-235	Vehicle Maintenance	133.05	1,500.00	(1,366.95)	8.9%
01-413-000-316	Training/Seminar	900.00	3,000.00	(2,100.00)	30.0%
01-413-000-317	Parking/Travel	396.61	1,000.00	(603.39)	39.7%
01-413-000-320	Telephone	546.94	2,000.00	(1,453.06)	27.3%
01-413-000-322	Ipad Expense	224.16	600.00	(375.84)	37.4%
01-413-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-413-000-353	Insurance - Vehicle	-	308.00	(308.00)	0.0%
01-413-000-354	Insurance - Workers Compensation	1,963.92	1,655.00	308.92	118.7%
01-413-000-420	Dues/Subscriptions/Memberships	245.00	7,500.00	(7,255.00)	3.3%
01-413-000-450	Contracted Services	-	53,760.00	(53,760.00)	0.0%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		172,330.07	423,457.00	(251,126.93)	40.7%
<b>PLANNING &amp; ZONING</b>					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	145.00	1,500.00	(1,355.00)	9.7%
01-414-001-315	Legal Fees	180.00	3,000.00	(2,820.00)	6.0%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	-	3,000.00	(3,000.00)	0.0%
01-414-001-367	General Planning	375.52	3,000.00	(2,624.48)	12.5%
01-414-001-368	Advertising	592.82	500.00	92.82	118.6%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		1,293.34	11,500.00	(10,206.66)	11.2%
<b>VILLAGE CONCEPT</b>					
01-414-002-367	General Planning	180.00	8,000.00	(7,820.00)	2.3%
		180.00	8,000.00	(7,820.00)	2.3%
<b>ZONING</b>					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	47.50	2,000.00	(1,952.50)	2.4%
01-414-003-315	Legal Fees	(78.00)	6,000.00	(6,078.00)	-1.3%
01-414-003-366	Ordinance Update	-	-	-	#DIV/0!
01-414-003-450	Contracted Services	95.00	1,000.00	(905.00)	9.5%
		64.50	9,800.00	(9,735.50)	0.7%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD	2017	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
<b>EMERGENCY OPERATIONS</b>					
01-415-000-200	Supplies	1,510.08	2,000.00	(489.92)	75.5%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	-	1,200.00	(1,200.00)	0.0%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	959.67	1,200.00	(240.33)	80.0%
01-415-000-330	Other Services/Charges	120.00	500.00	(380.00)	24.0%
01-415-000-420	Dues/subscriptions/memberships	-	50.00	(50.00)	0.0%
01-415-000-450	Contracted Services	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		2,589.75	7,850.00	(5,260.25)	33.0%
<b>ANIMAL CONTROL/OTHER</b>					
01-422-000-530	Contributions - SPCA	2,020.70	4,120.00	(2,099.30)	49.0%
01-422-000-601	Contributions - DARC	14,640.00	15,280.00	(640.00)	95.8%
		16,660.70	19,400.00	(2,739.30)	85.9%
<b>SIGNS</b>					
01-433-000-200	Supplies	3,227.90	5,000.00	(1,772.10)	64.6%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		3,227.90	6,000.00	(2,772.10)	53.8%
<b>SIGNALS</b>					
01-434-000-450	Contracted Services	10,750.59	12,700.00	(1,949.41)	84.7%
		10,750.59	12,700.00	(1,949.41)	84.7%
<b>PUBLIC WORKS</b>					
01-438-000-100	Public Works Wages	156,443.32	327,423.00	(170,979.68)	47.8%
01-438-000-101	Employee cost allocated	-	-	-	#DIV/0!
01-438-000-150	Payroll Tax Expense	12,191.78	25,048.00	(12,856.22)	48.7%
01-438-000-151	PSATS Unemployment Compensation	1,308.27	1,360.00	(51.73)	96.2%
01-438-000-156	Employee Benefit Expense	72,887.53	134,109.00	(61,221.47)	54.3%
01-438-000-160	Pension	6,118.55	19,439.00	(13,320.45)	31.5%
01-438-000-181	Longevity	-	5,700.00	(5,700.00)	0.0%
01-438-000-183	Overtime Wages	6,711.59	19,100.00	(12,388.41)	35.1%
01-438-000-200	Supplies	11,231.08	46,700.00	(35,468.92)	24.0%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	17,892.96	28,600.00	(10,707.04)	62.6%
01-438-000-235	Vehicle Maintenance	7,208.35	13,400.00	(6,191.65)	53.8%
01-438-000-238	Uniforms	2,701.90	3,050.00	(348.10)	88.6%
01-438-000-245	Highway Supplies	2,328.73	10,200.00	(7,871.27)	22.8%
01-438-000-260	Small Tools & Equipment	8,577.93	12,820.00	(4,242.07)	66.9%
01-438-000-316	Training/Seminar	1,401.90	4,600.00	(3,198.10)	30.5%
01-438-000-317	Travel/tolls	11.10	600.00	(588.90)	1.9%
01-438-000-320	Telephone	1,428.96	3,000.00	(1,571.04)	47.6%
01-438-000-322	Ipad Expense	284.26	1,200.00	(915.74)	23.7%
01-438-000-341	Advertising	267.92	-	267.92	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-438-000-353	Vehicle Insurance	-	5,663.00	(5,663.00)	0.0%
01-438-000-354	Insurance - Workers Compensation	10,474.24	8,601.00	1,873.24	121.8%
01-438-000-360	Heating Oil	-	3,000.00	(3,000.00)	0.0%
01-438-000-420	Dues and Subscriptions	165.00	400.00	(235.00)	41.3%
01-438-000-450	Contracted Services	3,245.47	74,840.00	(71,594.53)	4.3%
01-438-000-463	Miscellaneous	3,068.81	-	3,068.81	#DIV/0!
01-438-000-720	Road Resurfacing	-	206,067.00	(206,067.00)	0.0%
		325,949.65	960,420.00	(634,470.35)	33.9%

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b><i>Public Works - Facilities Division</i></b>					
01-438-001-100	Wages	68,182.89	176,654.00	(108,471.11)	38.6%
01-438-001-101	Employee Costs Allocated	(36,662.81)	(170,063.00)	133,400.19	21.6%
01-438-001-150	Payroll Tax Expense	5,637.61	13,514.00	(7,876.39)	41.7%
01-438-001-151	PSATS Unemployment Compensation	585.00	1,360.00	(775.00)	43.0%
01-438-001-156	Employee Benefit Expense	24,589.68	50,831.00	(26,241.32)	48.4%
01-438-001-160	Pension Expense	694.34	7,308.00	(6,613.66)	9.5%
01-438-001-181	Longevity	-	1,500.00	(1,500.00)	0.0%
01-438-001-183	Overtime Wages	2,323.05	8,000.00	(5,676.95)	29.0%
01-438-001-230	Gasoline & Oil	1,987.34	-	1,987.34	#DIV/0!
01-438-001-235	Vehicle Maintenance	-	-	-	#DIV/0!
01-438-001-238	Uniforms	74.00	900.00	(826.00)	8.2%
01-438-001-316	Training & Seminars	-	3,600.00	(3,600.00)	0.0%
01-438-001-352	Insurance - Liability	-	-	-	#DIV/0!
01-438-001-353	Insurance - Vehicles	-	1,836.00	(1,836.00)	0.0%
01-438-001-354	Insurance - Workers Compensation	5,234.12	4,641.00	593.12	112.8%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		72,645.22	100,081.00	(27,435.78)	72.6%
		398,594.87			
<b>ROAD CONSTRUCTION</b>					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>PARK &amp; RECREATION</b>					
<b><i>Parks - General</i></b>					
01-454-001-101	Park wages allocation	36,662.81	170,063.00	(133,400.19)	21.6%
01-454-001-200	Supplies	3,159.12	2,500.00	659.12	126.4%
01-454-001-201	Halloween/Xmas Party	-	5,000.00	(5,000.00)	0.0%
01-454-001-202	Community Day	20,657.32	21,000.00	(342.68)	98.4%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	5,089.96	2,500.00	2,589.96	203.6%
01-454-001-250	Maintenance & Repairs	1,466.85	500.00	966.85	293.4%
01-454-001-260	Small Tools & Equipment	675.71	2,700.00	(2,024.29)	25.0%
01-454-001-316	Training/Seminars	-	5,000.00	(5,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	3,272.20	2,759.00	513.20	118.6%
01-454-001-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	291.24	500.00	(208.76)	58.2%
		71,275.21	212,522.00	(141,246.79)	33.5%
<b>HICKORY PARK</b>					
01-454-002-200	Supplies-Hickory	2,146.46	1,500.00	646.46	143.1%
01-454-002-231	Propane	240.18	2,000.00	(1,759.82)	12.0%
01-454-002-250	Maintenance & Repairs	1,502.99	7,000.00	(5,497.01)	21.5%
01-454-002-351	Insurance-Property	-	1,647.00	(1,647.00)	0.0%
01-454-002-360	Utilities	1,543.44	5,000.00	(3,456.56)	30.9%
01-454-002-450	Contracted Services	7,322.90	20,000.00	(12,677.10)	36.6%
		12,755.97	37,147.00	(24,391.03)	34.3%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>FELLOWSHIP FIELDS</b>					
01-454-003-200	Supplies	413.31	1,000.00	(586.69)	41.3%
01-454-003-250	Maintenance & Repairs	51.48	10,000.00	(9,948.52)	0.5%
01-454-003-312	Engineering Fees	-	2,000.00	(2,000.00)	0.0%
01-454-003-320	Telephone	981.84	2,500.00	(1,518.16)	39.3%
01-454-003-351	Insurance Property	-	3,295.00	(3,295.00)	0.0%
01-454-003-360	Utilities	5,761.56	9,000.00	(3,238.44)	64.0%
01-454-003-450	Contracted Services	3,036.00	13,000.00	(9,964.00)	23.4%
		10,244.19	40,795.00	(30,550.81)	25.1%
<b>LARKINS FIELD</b>					
01-454-004-200	Supplies-Larkins	-	1,000.00	(1,000.00)	0.0%
01-454-004-250	Maintenance & Repair	-	5,000.00	(5,000.00)	0.0%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	525.00	3,000.00	(2,475.00)	17.5%
		525.00	9,000.00	(8,475.00)	5.8%
<b>UPLAND FARMS</b>					
01-454-005-200	Supplies	3,997.45	5,000.00	(1,002.55)	79.9%
01-454-005-231	Propane & Heating Oil	493.92	4,500.00	(4,006.08)	11.0%
01-454-005-250	Repairs & Maintenance	42.66	10,000.00	(9,957.34)	0.4%
01-454-005-351	Insurance - Building	-	2,471.00	(2,471.00)	0.0%
01-454-005-360	Utilities	6,339.37	4,000.00	2,339.37	158.5%
01-454-005-450	Contracted Services	1,965.00	5,000.00	(3,035.00)	39.3%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		12,838.40	30,971.00	(18,132.60)	41.5%
<b>Total Parks and Recreation</b>		<b>107,638.77</b>	<b>330,435.00</b>	<b>(222,796.23)</b>	<b>32.6%</b>
<b>LIBRARY</b>					
01-456-000-530	Contributions	-	5,000.00	(5,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
<b>HISTORICAL COMMISSIONS</b>					
01-459-000-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	-	500.00	(500.00)	0.0%
		-	2,500.00	(2,500.00)	0.0%
<b>Total Expenditures Before Operating Transfers</b>		<b>2,351,864.18</b>	<b>5,551,501.00</b>	<b>(3,199,636.82)</b>	<b>42.4%</b>
<b>Excess of Revenues over Expenses Before Operating Transfers</b>		<b>1,450,969.16</b>	<b>696,115.00</b>	<b>754,854.16</b>	<b>208.4%</b>

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended June 30, 2017**

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
<b>OPERATING TRANSFERS</b>					
01-492-000-030	Transfer to Capital Projects Fund	950,000.00	950,000.00	-	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	-	250,000.00	(250,000.00)	0.0%
		950,000.00	1,200,000.00	(250,000.00)	79.2%
<b>Total Expenditures after Operating Transfers</b>					
		3,301,864.18	6,751,501.00	(3,449,636.82)	48.9%
<b>EXCESS OF REVENUES OVER EXPENSES</b>					
		500,969.16	(503,885.00)	1,004,854.16	-99.4%



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

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

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**Date:** July 13, 2017

**To:** Cary B. Vargo - Township Manager  
Board of Supervisors

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

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The following is an overview of engineering activities for the previous month:

**Fetters Property (McKee Group)** – The Applicant has submitted revised Preliminary Land Development Plans which have been reviewed by the Township Consultants and will be reviewed by the Planning Commission at their July 13<sup>th</sup> meeting.

**General:**

Meetings / Correspondence with staff regarding various matters.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

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

**Date:** July 13, 2017

**To:** Board of Supervisors

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

**270-290 Park Road (Gunner Properties)** - This project proposes a 44-unit multiple-family townhouse community along Park Road just north of Windsor Baptist Church. Toll Brothers has purchased the project and is looking to move forward with its development fairly quickly. A preconstruction meeting is tentatively scheduled for later this month.

**American Tower (780 Dorlan Mills Road)** – The Applicant submitted a conditional use application for a proposed cell tower on this property. A Conditional Use was granted by the Board of Supervisors at their July 20<sup>th</sup>, 2015 meeting. Zoning relief was also required and granted. No further activity has occurred.

**Byers Station (Lot 5C)** - The Board granted Final Plan Approval at their February 22<sup>nd</sup>, 2017 meeting. The applicant is now working to acquire their NPDES Permit from Pa-DEP.

**Byers Station (Lot 6C)** – A staff meeting was held on July 10<sup>th</sup> with a potential applicant to discuss a concept plan for a senior living facility. This is basically the same concept which was brought before the Planning Commission at their February 9<sup>th</sup> meeting. The plan was generally well received and it seemed the Applicant will most likely proceed to the next step which will involve zoning relief or amendment for the use.

**Diament Building Group**- Mr. Diament was before the Planning Commissions at their July 14<sup>th</sup>, 2016 meeting to discuss a potential conditional use Application for a day care facility at his commercial site on Byers Road. No further activity has occurred.

**Eagleview Lot 1 (Office Building Site)** – Site Construction continues. The Board granted a conditional use for a 12,500 SF manufacturing operation to be located within the proposed building at their May 11<sup>th</sup> meeting.

File No. 17-01084T

July 13, 2017

**Eagleview Lot 5** – The removal of West Township Line Road is complete. No other construction has commenced.

**Fetters Property (McKee Group)** - A conditional use was approved on January 17<sup>th</sup> for an active-adult 55-year old and over community consisting of 116 single-family detached dwellings, 154 twin units, 105 triplex units, and associated amenities. The Applicant has submitted revised Preliminary Land Development Plans which have been reviewed by the Township Consultants and will be reviewed by the Planning Commission at their July 13<sup>th</sup> meeting.

**Jankowski Tract**- A conditional Use Application has been submitted for this property. The first conditional use hearing was held on June 19<sup>th</sup>. The next hearing is scheduled for September 12<sup>th</sup>.

**Marsh Lea** – The Applicant has submitted a subdivision / land development application for a 27 lot, single-family home development on this property consistent with the recently approved rezoning application for the property. A Conditional Use for steep slope disturbance was approved at the Boards January 17<sup>th</sup> meeting. The Board granted Preliminary / Final Plan Approval at their May 15<sup>th</sup> meeting. Moser is now working to acquire their approvals from Pa-DEP & Pa-DOT.

**Reserve at Chester Springs (Frame Property)** – Infrastructure construction continues. The road network for the entire development has been completed. Homes are selling at a very brisk pace in the development.

UPPER UWCHLAN TOWNSHIP  
Permit Analysis  
2014-2017

	2014				2015				2016				2017			
	# 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	33	\$ 7,844.00	33	\$ 7,844.00	58	\$10,390.32	58	\$10,390.32	33	\$19,195.00	33	\$19,195.00	36	\$ 27,889.54	36	\$ 27,889.54
Feb	28	\$ 2,913.00	61	\$ 10,757.00	34	\$ 4,098.54	92	\$ 14,488.86	38	\$ 31,184.74	71	\$ 50,379.74	30	\$ 6,209.00	66	\$ 34,098.54
Mar	31	\$ 4,271.00	92	\$ 15,028.00	59	\$ 9,560.34	151	\$ 24,049.20	38	\$ 9,003.50	109	\$ 59,383.24	62	\$ 61,429.00	128	\$ 95,527.54
Apr	42	\$ 4,833.00	134	\$ 19,861.00	135	\$ 15,230.00	286	\$ 39,279.20	64	\$ 88,297.00	173	\$147,680.24	61	\$ 30,429.00	189	\$125,956.54
May	41	\$ 7,073.00	175	\$ 26,934.00	119	\$ 33,693.18	405	\$ 72,972.38	125	\$ 14,112.00	298	\$161,792.24	61	\$ 13,118.56	250	\$139,075.10
Jun	71	\$ 7,430.70	246	\$ 34,364.70	154	\$ 21,139.54	559	\$ 94,111.92	109	\$ 9,919.12	407	\$171,711.36	117	\$ 107,225.16	367	\$246,300.26
Jul	98	\$16,371.26	344	\$ 50,735.96	98	\$ 11,329.56	657	\$105,448.48	55	\$ 8,120.56	462	\$179,831.92				
Aug	152	\$13,972.00	496	\$ 64,707.96	66	\$ 9,531.00	723	\$114,979.48	83	\$ 50,103.08	545	\$229,935.00				
Sept	239	\$17,214.45	735	\$ 81,922.41	41	\$ 6,911.88	764	\$121,891.36	57	\$ 8,844.90	602	\$238,779.90				
Oct	216	\$17,112.76	951	\$ 99,035.17	72	\$ 12,443.02	836	\$134,334.38	64	\$ 8,144.42	666	\$246,923.42				
Nov	124	\$18,209.66	1075	\$117,244.83	38	\$102,941.80	874	\$237,276.78	71	\$ 13,717.44	737	\$260,640.86				
Dec	50	\$ 4,554.02	1125	\$121,798.85	51	\$ 6,235.24	925	\$243,512.02	42	\$ 9,929.00	779	\$270,569.86				



**JUNE/JULY  
2017 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 in June.
  - Tracking of work orders through Munilogic.
    - Municipal Authority
      - 10 Work orders submitted
      - 10 Completed (inspection items just entered end of period)
    - PA 1-calls
      - 126 Work orders submitted
      - 126 Completed
    - Public Works
      - 69 Work orders submitted
      - 67 Completed
    - Parks
      - 11 Work orders submitted
      - 10 Completed
    - Solid Waste
      - 12 Work orders submitted
      - 12 Completed
  - Inlet cleaning of various clogged inlets
  - Night work on Pennsylvania Drive to fix a collapsed storm drain.
  - Mowed properties that were not being maintained. (to be reimbursed) per Codes Department and Township Manager
  - Curb and inlet repairs are being done on streets to be resurfaced.
  - Block Party preparation, staffing, and cleanup.
  - Trees were trimmed at various locations throughout the Township.
  - Toter swaps and deliveries were done as requested.

- Preventive maintenance, repairs, and Pa State Inspections continue on all Township owned vehicles and equipment.
- Roadway inspections for sight distance, signage view, and for surface conditions are constantly being done.
- Street sweeping was done everywhere, except some roads in Byers Station, which we are waiting on the HOA to do some necessary tree trimming in order to get the truck in against the curb without damaging the truck.
- Roadway base repairs were done on various roads throughout the Township in preparation of resurfacing.
- Minor maintenance issues were handled at the Township Buildings.

**Bids:**

- 2017 Pavement Marking out for bid July 17<sup>th</sup>.

**Road Dedication:**

- None

**Workforce**

- All employees are working well and there are no issues to report.

Respectfully submitted,  
Michael G. Heckman  
Director of Public Works  
Upper Uwchlan Township



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

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

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **McKee Preliminary Approval**

**DATE:** **July 14, 2017**

---

The Fetter Tract, located on Milford Road, is 142 acres. The McKee Group is developing plans to construct a 55+ active adult community consisting of 114 single family homes, 156 twins, and 105 triplex units for a total of 375 units with associated clubhouse, swimming pool, bocce court, and walking trails. Conditional use approval was granted for this project on January 17, 2017 with said approval currently set to expire on 07-17-2018. The Planning Commission met on Thursday, July 13, 2017 and voted unanimously to recommend preliminary approval.

**Approval Motion on the Following Page**



## UPPER UWCHLAN TOWNSHIP

### MOTION

The Board of Supervisors of Upper Uwchlan Township at their July 17, 2017 meeting hereby grants Preliminary Plan Approval for a plan prepared by E.B. Walsh & Associates, Inc. titled, "Subdivision/Land Development Plan for the McKee Group," dated March 1, 2017, last revised June 15, 2017

The following conditions accompany the approval:

1. The conditions set forth in January 17, 2017 Conditional Use Approval for this project apply.
2. The applicant shall comply with all comments listed in Gilmore & Associates review letter dated July 11, 2017, to the satisfaction of the Township consultants.
3. Applicant shall execute a sewer agreement with the Township and Municipal Authority and shall secure all required wastewater treatment and disposal capacity for the project at an EDU value of 165 gallons per day (gpd) and 800 gpd for the community center for a total of 62,675 gpd.
4. The applicant shall obtain all required third party agency permits from PA-DEP, Chester County Conservation District (CCHD), and any/all others as necessary.
5. Lot 1 (historic farmhouse and springhouse lot) size shall be increased in order to incorporate the historic house and spring house into one lot to provide for a more appropriately scaled landscape context for the two structures.
6. Applicant shall add a note to the plan detailing a public pedestrian trail easement on and over all trails and sidewalks.
7. The Applicant agrees to pay a Transportation Impact Fee in the amount of \$268,410. The fee is to be paid at the time of the issuance of the first building permit.
8. The following waivers are granted subject to the conditions set forth by the Township Consultants as detailed in the Gilmore review letter dated July 11, 2017.  
*(RW) Section 162-9.8(1)(e) – A waiver is requested to allow plans submitted with 30 inch by 42 inch sheets.*

(RW) Section 162-28.A – A waiver is requested to not provide right-of-way as the streets will be private and to reduce the cartway from 32 feet to 28 feet wide. We would support this waiver request contingent upon a restriction of on-street parking on both sides of the road as well as concurrence from the Emergency Services Coordinator.

(RW) Section 162-31.B – A waiver is requested to reduce the centerline radii from a minimum 150 foot radius to 90 feet for Roads B, C, D, G, and K. We defer to the Township Traffic Consultant on this matter.

(RW) Section 162-33.G. – A waiver is requested to reduce the curb line and right of way radii from the required 50 feet and 60 feet to 44 feet and 50 feet respectively. We have no objection to this waiver being granted.

(RW) Section 162-37.A – A waiver is requested to allow more than 5 homes to be served by a private street for all of the private streets. We have no objection to this waiver being granted.

(RW) Section 162-37.D – A waiver is requested to not design private streets to Township public street standards. Our understanding is that only geometric standards are requested to be waived. We would support the granting of this waiver contingent upon the pavement cross section complying with Township public road standards.

(RW) Section 162-38.A(3) – A waiver is requested to allow a portion of the driveways to be located within 50 feet of street intersections. We defer to the Township Traffic Engineer on this matter.

(RW) Section 162-38.C(1) – A waiver is requested to allow a portion of the driveways to be installed with an 8% grade between the curb and sidewalk area, exceeding the 5% maximum grade requirement. We have no technical objection to this waiver request.

(RW) Section 162-41.A – A waiver is requested to only provide sidewalk on one side of the street. We have no objection to this waiver request; however, we would recommend both the Board of Supervisors and Planning Commission review for acceptability.

(W) Section 162-52. – A note should be added to the record plan indicating all removed topsoil must remain on site.

The Applicant has indicated that as a result of the property being used for farming for many years, there is a significant amount of top soil. So much so, they will not be able to utilize it fully on site post construction. The applicant has indicated that they will stockpile any residual topsoil on "....adjacent lands in title to the owner for respreads and use". If this waiver is granted, we would recommend the plans indicate the specific Tax Parcel upon which the topsoil will be stockpiled / respread.

*(RW) Section 162-55.D – A waiver is requested to allow construction of a road, utilities, and trail within the riparian buffer area.*

*(RW) Section 162-55.8(6). & (7). -A waiver is requested to allow 2.5"-3.0" caliper replacement trees in lieu of the required 3.0"-3.5" trees.*

*(RW) Section 162-55.8(7). – A waiver is requested to allow 2.5"-3.0" shade trees and 8' high Evergreen Trees, 10' Understory Trees, and 24" shrubs to address the tree replacement requirements. We defer to the Township Planning Consultant on this matter.*



July 11, 2017

File No. 14-12031T

Mr. Cary B. Vargo  
Upper Uwchlan Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Gilmore & Associates, Inc. (G&A) is in receipt of the following documents:

- Plan set consisting of eighty-one (81) sheets titled "Subdivision / Land Development Plan for the McKee Group", prepared by E.B. Walsh and Associates, Inc., Dated March 1, 2017, last revised June 15, 2017.
- Stormwater Management Report prepared by Edward B. Walsh & Associates, Inc., dated March 1, 2017, last revised June 15, 2017.
- Traffic Impact Study Prepared by TPD, dated September 30, 2016, last revised May 18, 2017.
- Response Letter from E.B. Walsh dated June 15, 2017.
- List of Requested Waivers. (Undated)

G&A has completed our second review of the above referenced Land Development Application for compliance with the applicable sections of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and Stormwater Management Ordinance, and wish to submit the following comments for your consideration.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetter Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 2 -

File No. 14-12031T  
July 11, 2017

Please note that comments preceded with a “(RW)” are waivers requested by the Applicant.

## **I. OVERVIEW**

The site contains an existing farmhouse, driveway and agricultural fields on 142.733 acres on Milford Road in Upper Uwchlan Township, Chester County, Pennsylvania. The project site is located within the R-2 Residential District within the F-1 Flexible Development Overlay District.

The Applicant is proposing an active-adult 55-year old and over community consisting of 114 single-family detached dwellings, 156 twin units, and 105 triplex units along with a walking trail, clubhouse with a swimming pool, bocce court, community gardens and stormwater management facilities. The site is located in Zone X, areas of 0.2% annual chance of flooding, as delineated by FEMA. There are also wetlands identified on the property.

## **II. CONDITIONAL USE CONDITIONS OF APPROVAL REVIEW**

1. *Paragraph 5 requires public road access to both the Prescott Drive in the Reserve at Eagle Development as well as to Radek Court in the Reserve at Chester Springs Development. It should be clarified what roadways are being offered for dedication to satisfy this requirement.*

Since the last plan submission, there has been correspondence between the Township and the Applicant as to which Roads are to be offered for Dedication. The plans accurately list what is our understanding as to what is to be dedicated.

*In addition, there will be right of way which will need to be acquired from a property owner in the Reserve at Eagle Development to allow for the proposed roadway geometry. The Applicant should advise the Township whether or not any communication has been had with this resident to date.*

The geometry of the roadway has been modified such that right of way will no longer be required to be acquired. **We will defer to the**

Mr. Cary Vargo

Page - 3 -

Upper Uwchlan Township Manager

Reference: Fetter Property (McKee Group)

Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

File No. 14-12031T

July 11, 2017

Packet Page 36

**Township Traffic Consultant with regard to the acceptability of the roadway geometry.**

*Finally, based on the current phasing plan, neither connection will be made until the second phase of development. As such, there will be only one (1) point of access for Phase I which will comprise 150 homes. It should be determined whether or not this is acceptable, or if at least one of the development connections should be made as part of the first phase.*

**The Applicant should confirm with the Township's Emergency Management Coordinator whether or not a single access for Phase I is acceptable.**

2. *Paragraph 12 requires certain trails within the community to be open to the public. It should be clearly indicated which trails they will be.*

**The plans indicate the only trail which is proposed for public use will be the trail along Milford Road. However, paragraph 12 of the Conditional Use Decision and Order indicates there are to be trail connections to The Frame Property, Patricia Drive, and the Reserve at Eagle. It shall be clarified how this condition is being satisfied.**

**II. ZONING ORDINANCE REVIEW**

1. Section 200-72.D(5)(a) – The villas and carriage homes do not have individual lots and the maximum permitted impervious cover is 40% of the gross area containing these dwellings. An impervious cover calculation and plan showing the proposed impervious area in relation to the gross area shall be provided.

The Applicant has provided computations indicating the maximum impervious surface coverage of 40% is not being exceeded. **However, it is very close. (39.75%) As such, a note should be placed on the plans and language placed in the HOA documents stating that no**

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetter Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 4 -

Packet Page 37

File No. 14-12031T  
July 11, 2017

**building additions, decks, patios, or sheds will be permitted in these sections.**

2. (V) Section 200-73.D.(1) – *Perpendicular parking is prohibited along public streets. If Road A is considered for dedication to the Township, the parking area below Unit 37 will need to be removed or a variance sought.*

The applicant has indicated they will seek a variance to permit these parking areas.

3. Section 200-107.D(2)(a) – *The plans indicate disturbance of Prohibitive Steep Slopes. The grading should be revised to eliminate these disturbances.*

The plans have been revised to eliminate the steep slope disturbance. However, in doing so, new slopes are being proposed in excess of 3:1 (Horizontal to vertical). Which are not permitted per Section 200-107.D.(1).(b). unless the applicant can demonstrate that steeper slopes can be stabilized and maintained adequately. Future submissions should provide this information.

### **III. SUBDIVISION & LAND DEVELOPMENT ORDINANCE REVIEW**

1. (RW) Section 162-9.B(1)(e) – *A waiver is requested to allow plans submitted with 30 inch by 42 inch sheets. We have no objection to this waiver being granted.*
2. (RW) Section 162-28.A – *A waiver is requested to not provide right-of-way as the streets will be private and to reduce the cartway from 32 feet to 28 feet wide. We would support this waiver request contingent upon a restriction of on-street parking on both sides of the road as well as concurrence from the Emergency Services Coordinator.*
3. (RW) Section 162-31.B – *A waiver is requested to reduce the centerline radii from a minimum 150 foot radius to 90 feet for Roads B, C, D, G, and K. We defer to the Township Traffic Consultant on this matter.*

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 5 -

File No. 14-12031T  
July 11, 2017

Packet Page 38

4. (RW) Section 162-33.G. – A waiver is requested to reduce the curb line and right of way radii from the required 50 feet and 60 feet to 44 feet and 50 feet respectively. We have no objection to this waiver being granted.
5. (RW) Section 162-37.A – A waiver is requested to allow more than 5 homes to be served by a private street for all of the private streets. We have no objection to this waiver being granted.
6. (RW) Section 162-37.D – A waiver is requested to not design private streets to Township public street standards. Our understanding is that only geometric standards are requested to be waived. We would support the granting of this waiver contingent upon the pavement cross section complying with Township public road standards.
7. (RW) Section 162-38.A(3) – A waiver is requested to allow a portion of the driveways to be located within 50 feet of street intersections. We defer to the Township Traffic Engineer on this matter.
8. (RW) Section 162-38.C(1) – A waiver is requested to allow a portion of the driveways to be installed with an 8% grade between the curb and sidewalk area, exceeding the 5% maximum grade requirement. We have no technical objection to this waiver request.
9. (RW) Section 162-41.A – A waiver is requested to only provide sidewalk on one side of the street. We have no objection to this waiver request; however, we would recommend both the Board of Supervisors and Planning Commission review for acceptability.
10. Section 162-47.A. – Concrete monuments should be provided in accordance with the requirements of this section.  
This appears to have been adequately addressed. **However, please add the monument symbol to the plan legend.**
11. Section 162-51. – Approvals and permits will be required from several outside agencies including, but not limited to, the Chester County

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 6 -

File No. 14-12031T  
July 11, 2017

Packet Page 39

*Conservation District and Pa-DEP. The applicant and its agents shall copy this office as well as the Township on all application submissions.*

12.(W) Section 162-52. – A note should be added to the record plan indicating all removed topsoil must remain on site.

The Applicant has indicated that as a result of the property being used for farming for many years, there is a significant amount of top soil. So much so, they will not be able to utilize it fully on site post construction. The applicant has indicated that they will stockpile any residual topsoil on “....adjacent lands in title to the owner for respreads and use”. If this waiver is granted, we would recommend the plans indicate the specific Tax Parcel upon which the topsoil will be stockpiled / respread.

13.(RW) Section 162-55.D – A waiver is requested to allow construction of a road, utilities, and trail within the riparian buffer area. We defer to the Township Planning Consultant on this matter.

14.(RW) Section 162-55.B(6). & (7). –A waiver is requested to allow 2.5"-3.0" caliper replacement trees in lieu of the required 3.0"-3.5" trees. We defer to the Township Planning Consultant on this matter.

15.(RW) Section 162-55.B(7). – A waiver is requested to allow 2.5"-3.0" shade trees and 8' high Evergreen Trees, 10' Understory Trees, and 24" shrubs to address the tree replacement requirements. We defer to the Township Planning Consultant on this matter.

#### IV. STORMWATER MANAGEMENT ORDINANCE

1. (RW) Section 152-311.H(1) – A waiver is requested to allow a maximum depth of water in the retention basins of 4 feet for the 2-year storm and 7-feet from the 100-year storm instead of 2-feet and 5-feet, respectively. Although this waiver has been considered in the past, the waiver is basin and depth specific. The request should be modified to indicate which basins require the relief and what depths are proposed.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 7 -

File No. 14-12031T  
July 11, 2017

Packet Page 40

*If the relief is granted, certainly one of the conditions will be for the basins to be fenced. Future submissions should provide fencing around all basins.*

**The applicants engineer has specified the requested relief would be as follows:**

	<u>2-yr. Basin Depth</u>	<u>100-yr. Basin Depth</u>
Permitted	2.0'	5.0'
Basin 1	4.21'	8.48'
Basin 3B	6.02'	10.38'

While waivers from this requirement have been granted in the past, typically the requested relief has not been this great. We would recommend this waiver be considered contingent upon the following conditions:

- Fencing being provided around the entire perimeter of the basins.
- The low flow orifice be increase in size as it is currently proposed to be 3" and will be prone to clogging. A trash rack should also be provided.
- A relief valve be provided which could be utilized in the event the low flow orifice is clogged and / or it is found infiltration is not occurring.

2. Section 152-402 – The SWM Site Plan does not appear to be full completed yet. When complete, it should conform with the requirements of this section. .

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetter's Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 8 -

File No. 14-12031T  
July 11, 2017

Packet Page 41

The plan has been improved since the previous submission, but is still lacking some required information. The Applicant's Engineer has requested completion of this plan be deferred until Final Plan Approval as its completion is contingent on input from The Conservation District and Pa-DEP relative to the NPDES Process. We have no objection to this request.

3. The POI's on the drainage area maps should be labeled.  
**These still do not appear to be labeled on the Post Development Drainage Plans.**
4. Design Computations should be provided for the proposed culvert under Road D.  
**Computations have been provided as requested. However, it appears the proposed structure was analyzed as an "elliptical" structure rather than an arch structure. The computations should be revised and resubmitted for review. A GP-7 will also need to be obtained from Pa-DEP for this road crossing.**
5. All facilities which are designed to infiltrate runoff shall be provided with a mechanism (i.e.- valve) which will allow the runoff to be drained should it be found that runoff is not infiltrating and is stagnating.  
**It appears that the Applicant's Engineer has proposed manholes which will contain gate valves downstream from the basin outlet structures to remedy this concern. Unfortunately, this solution will not address the situation we are most concerned about; that being the outlet structure becoming clogged. Modifications should be proposed at the outlet structures themselves to address this issue.**
6. *Computations have not been provided for the storm sewer system. Future submissions should include this information.*  
Computations have now been provided and we offer the following comments:

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetter Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 9 -

File No. 14-12031T  
July 11, 2017

Packet Page 42

- It appears that there are two M1 & M2 manholes indicated on the plans. One along Milford Road & the other near Basin #2.
- Page 14 of Storm Sewer Conveyance Calculations
  - Lines 3&4 – HGL is above rim elevation for Inlets 2 & 3
  - Line 13 – HGL is above rim elevation for Inlet 12
  - Line 14 – HGL is above rim elevation for inlets 12 & 13
  - Line 15 - HGL is above rim elevation for Inlets 13 & 14
  - Line 16 – HGL is above rim elevation for Inlet 13
- Page 15 of Storm Sewer Conveyance Calculations
  - Line 22 – HGL at Basin 1A reaches 494.04. There doesn't seem to be a good area for the overflow at this location. This basin is located in between a bunch of lots and doesn't not have an emergency spillway.
  - Line 36 – HGL is above rim elevation for Inlet 14.
- Page 33 of Storm Sewer Conveyance Calculations
  - Lines 2&3 - HGL is above rim elevation for M2
  - Line 5 - HGL is at the rim elevation for Inlet 51. Also line id states "51 to 51". Line id should state "51 to 50".
  - Line 6 – HGL is above rim elevation for Inlets 51 & 52
  - Line 7 – HGL is above rim elevation for Inlet 52
- Page 34 of Storm Sewer Conveyance Calculations
  - Line 26 - HGL is above rim elevation for Inlet 72
  - Line 27 - HGL is above rim elevation for Inlets 72 & 73
  - Line 28 - HGL is above rim elevation for Inlet 74
  - Line 29 - HGL is above rim elevation for Inlet 72
- Page 49 of Storm Sewer Conveyance Calculations
  - Lines 1, 2, & 3 – Inlet 86 should be Inlet 86.A (other inlet 86 is located in between lot 36 & lot 6)

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetter Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 10 -

File No. 14-12031T  
July 11, 2017

- Page 50 of Storm Sewer Conveyance Calculations
  - Line 24 – Line ID states “109 to 106”. Should state “109 to 108”.
- Page 74 (along Milford Rd)
  - HGL is above the rim elevation for manholes M5, M7, M9, M10, & M11.
- Page 92
  - Line 13 – Spills over emergency spillway of Basin #8. Flows directly off property. Don’t know if this is a concern since I haven’t seen the other numbers.
- Page 93
  - Line 26 – Spot shot on plan sheet 28 indicate an elevation of 442.90, report has the rim elevation at 443.83

**V. GENERAL COMMENTS**

1. The grading for Lots 78-80 and 91-93 appears to be very flat. The grading should be reevaluated in these areas.

**The grading in these areas has been improved. However, there is still an area along the west side of Lot 93 that needs some adjustment.**

2. *Mail delivery will most likely be handled via a group mailbox system. The plans should be revised to indicate where these group mailboxes will be located and provide adequate pull-off space and illumination to support them.*

**The Applicants Engineer has indicated they are currently working with the Post Master on this issue.**

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 11 -

Packet Page 44

File No. 14-12031T  
July 11, 2017

3. *There is a 2:1 slope with a vertical height of 36' proposed along the edge of Road B from Station. At a minimum, guiderail shall be provided along this section.*

**The Applicants Engineer has indicated they are still reviewing potential guiderail locations.**

4. The proposed storm system from Inlet 49 to EW6 does not seem constructible as proposed. Please revise.

**It is not possible to confirm if this has been addressed as the pipe design information is now missing from the profile sheet. (Sheet 69 of 81)**

5. The F-1 Area and Bulk Regulations listed on sheet 2 should be revised to indicate that the Minimum Building Separation is 50' "Rear to Any Point" not "Rear to Rear".

**This has still not been corrected.**

6. *Approvals and permits will be required from several agencies for this project including but not limited to, Pa-DOT, Pa-DEP, and the Chester County Conservation District. We would request that the Applicant copy the Township as well as our office on all correspondences with these agencies.*

**VI. TOWNSHIP TRAFFIC CONSULTANT COMMENTS  
McMAHON ASSOCIATES, INC.**

1. The revised traffic control evaluation concludes the intersection of Little Conestoga Road and Milford Road meets all-way stop control warrants based on crash experience, the need to control left-turn conflicts, and limited sight distance. In addition, the revised traffic control evaluation concludes that a traffic signal is warranted based on Warrant 2 - Four-Hour Vehicular Volume, Warrant 3 – Peak Hour Volume, and Warrant 7 – Crash Experience, and the study recommends installation of a traffic

File No. 14-12031T  
July 11, 2017

signal. The Township supports installation of a traffic signal at this location. We recommend the applicant and the Township coordinate the submission of the traffic control evaluation to PennDOT by the Township for PennDOT's review.

2. Highway Occupancy Permit plans and a Signal Permit plan should be prepared for the proposed improvements at the intersection of Milford Road and Little Conestoga Road, including the widening of the southbound Milford Road approach at its intersection with Little Conestoga Road to better align with northbound Milford Road, as per the conditional use order. Please copy the Township on all correspondence with PennDOT. These improvements should be constructed prior to the issuance of a certificate of occupancy for any homes in the community; however, the schedule for these improvements should be confirmed with the Township, realizing it is still necessary to gain PennDOT's review and concurrence of the improvements.
3. Chapter 79-8.C – The proposed development consists of 261 townhomes and 114 single family homes. As such, based on the trip generation equations contained in the Institute of Transportation Engineers publication, *Trip Generation, Ninth Edition*, the proposed residential development will generate approximately 115 total new trips to the study area roadways during the weekday afternoon peak hour. Therefore, the number of trips which should be subject to the Township's Transportation Impact Fee is **115**, and as such, the total transportation impact fee for this development is **\$268,410**. The applicant shall be entitled to a credit against the impact fee per the ordinance for off-site traffic improvements.
4. ZO Section 200-75.H(3) – Based on a brief field view, in the vicinity of the northern access, there is a vertical crest curve within Milford Road and an embankment along the site frontage, and as such, we were not able to verify the measured sight distances in the traffic study. As our office discussed with the applicant's traffic engineer, the available sight distances noted in the traffic study will be verified with a sight distance plan as outlined in this section of the ordinance in order to verify the available sight distances. If there is not adequate sight distance, then sight distance improvements may be needed or the access should be

File No. 14-12031T  
July 11, 2017

relocated to a position where adequate sight distance is available. We recommend completion of the sight distance plan as soon as possible, since the resultant sight distance improvements may impact the site layout if access relocation is needed.

5. ZO Section 200-75.H(3) – The available sight distances at the Milford Road accesses should be labeled and dimensioned on the plan, and a PennDOT-style sight distance note should be added to the plan which states the required sight distances at the access intersections.
6. SALDO Section 162-31.B – The connection to Prescott Drive provides a 54 foot centerline radius, whereas a conceptual design previously proposed for this curve showed a centerline radius of 75 feet. We understand from the applicant's engineer it has since been determined that a 75 feet radius is not feasible. Since a 75 feet radius is preferred, the applicant should verify all available options to achieve the 75 feet radius. In light of the proposed design change, the impacts of the 75 feet radius should be reviewed with the Township Planning Commission and staff.
7. SALDO Section 162-31.E – Based on information provided by the applicant's engineer, the proposed 54 foot centerline radius at the road connection to Prescott Drive within Reserve at Eagle appears to meet AASHTO's design criteria for a 15 miles per hour design speed. Appropriate curve warning signing should be provided in both directions approaching the curve, and the applicant's engineer should confirm that vegetation clearing is provided along the inside of the curve to ensure adequate available sight distance. The applicant's engineer should evaluate whether guiderail is warranted along the proposed retaining wall, and it appears the proposed retaining wall extends across the existing driveway on the north side of Prescott Drive. The applicant should clarify how access to this driveway will be maintained.
8. Per the conditional use order, please modify both access designs to eliminate the departure taper, and instead provide road widening as measured 16 feet from the Milford Road centerline between the curb return and a distance of 200 feet in a northeasterly direction, and then

File No. 14-12031T  
July 11, 2017

provide a 50 feet taper to the edge of Milford Road. Furthermore, provide an additional 100 feet of shoulder area as measured 16 feet from the Milford Road centerline prior to the deceleration taper at both accesses, and provide a 50 feet taper to the edge of Milford Road.

9. The plans indicate a proposed speed limit of 15 miles per hour for all internal roads. It is our opinion this will create challenges for enforcement, and since several of the internal roads are proposed a public roads, the Township will have the responsibility for speed enforcement. The Township Police should be consulted on this matter. However, subject to consultation with the Police, we recommend posting the roads for 25 miles per hour, as this is a more conventional speed limit within residential communities. The location of all speed limit signs should be shown on the plans, and a detail should be provided for the speed limit sign.
10. Please provide a pavement marking plan for the entire road system, and provide a signing and striping plan for the Road A and Road H site access intersections. Also, please include all appropriate details as necessary, with sizes, dimensions, and materials, etc. specified.
11. Provide a stop sign at the Radek Court intersection with Road G, and at the Road L intersection with Road B. Please relocate the One Way sign on Road L to the intersection with Road B and provide a second sign. Also, provide an All Way plaque should be provided under all stop signs at the intersection of Road A and Road B.
12. In the areas of restricted on-street parking through the curve areas, please provide additional signage to designate the limits of the parking restriction. Also, please contact our office regarding the type of No Parking signs.
13. Along all roads to be dedicated to the Township, the applicant must propose the use of standard galvanized metal guiderail in lieu of the timber guiderail.
14. Please provide the truck turning templates at a more legible scale (such as 25 scale), and please include truck turning templates for the site access intersections.

File No. 14-12031T  
July 11, 2017

15. As previously requested, for all curb ramps proposed within the public right-of-way, or for public use (including but not necessarily limited to locations along Milford Road, trail crossings, and all internal public roads), larger scale details should be provided, including separate grading details, and all dimensions for construction, including widths, lengths, and all slopes to assist during construction and plan review. All proposed curb ramps should provide labels for the ramp types. In addition, all handicap curb ramps should be constructed with concrete.
16. The plans note that construction activities will occur within an existing Sunoco pipeline easement. The applicant must coordinate with the utility owner regarding the proposed design and all construction activities proposed within the easement area.
17. The curb ramps that are shown for crossing Milford Road at Road A and Road H should be eliminated as there is no ADA compliant pedestrian access route across Milford Road.
18. The roadway centerline profiles on plan sheets 59 and 70 indicate a longitudinal slope over 2.0% at Roads A and H, which results in a pedestrian crosswalk cross slope over 2.00%. Revise the centerline profiles to provide for a pedestrian access route cross slope under 2.0%.
19. Please evaluate revising the storm water design to lower the HGL at inlets M-10 and M-11. It appears that the surcharge will spread onto the roadway.
20. The storm water report must include swale calculations for the swale along Milford Road at all critical locations, including all proposed inlets.
21. A note should be added to the plan indicating that all parking spaces, islands, landscaping, driveway aprons, and other associated amenities along and within the internal roadways to be dedicated to the Township will be maintained by the homeowners association.

File No. 14-12031T  
July 11, 2017

22. SALDO Section 162-30.C – This comment is repeated from our April 10, 2017 review letter, whereby the applicant's engineer indicates this comment is a “will comply”, and it will be addressed with preparation of the final land development plans. The following vertical curves should be redesigned to provide a minimum of 200 feet of sight distance:
  - a. Road A STA 14+00
  - b. Road D STA 16+00
  - c. Road E STA 8+00
23. SALDO Section 162-41.F – This comment is repeated from our April 10, 2017 review letter, whereby the applicant's engineer indicates this comment is a “will comply”, and it will be addressed with preparation of the final land development plans. The proposed sidewalks within the development meet the Township's width requirement of four feet; however, it is preferred that all sidewalk should be five feet wide to meet ADA requirements. If five feet wide sidewalks are not provided, then an ADA compliant passing zone should be provided every 200 feet.
24. ZO Section 200-75.H(3) – This comment is repeated from our April 10, 2017 review letter, whereby the applicant's engineer indicates this comment is a “will comply”, and it will be addressed with preparation of the final land development plans. Please verify that the sight lines at the internal intersections are appropriately placed at the midpoint of the approach lane, and please provide sight lines for the two driveways accessing the clubhouse parking lot.
25. This comment is repeated from our April 10, 2017 review letter, whereby the applicant's engineer indicates this comment is a “will comply”, and it will be addressed with preparation of the final land development plans. The applicant's engineer should ensure that all proposed pedestrian facilities within the site (including curb ramps and pedestrian access routes) shall be constructed in accordance with the requirements of the U.S. Access Board, *Public Right-Of-Way Accessibility Guidelines* (PROWAG) of the *Accessibility Guidelines of Buildings and Facilities* (ADAAG), PennDOT Design Manual Part 2, Chapter 6, and PennDOT Standards for Roadway Construction (Publication 72M, RC-67M). All proposed curb ramps should provide labels for the ramp types. The

File No. 14-12031T  
July 11, 2017

applicant's engineer should consider providing larger scale details, including separate grading details, and all dimensions for construction, including widths, lengths, and all slopes to assist during construction

26. SALDO Section 162-28.A – A waiver is requested to not require a public road right-of-way within the development (except on Roads A, B, D, G, H, Radek Court and Prescott Drive), and to allow a 28-foot wide cartway along all internal streets. We support this waiver since parking will only be allowed on one side of the streets.
27. SALDO Section 162-31.B – A waiver is requested to allow 90-foot horizontal curve centerline radii at several locations along Roads B, C, D, G, and K, as well as a 50-foot radius at the Prescott Drive connection. The waiver request on sheet 3 should be revised to include the 22-foot radius on Road L and a 54-foot at the Prescott Drive connection. Subject to satisfying the comments above regarding the Prescott Drive connection, we support this waiver request within a low traffic volume, low speed community, and without significant through traffic. In addition, the truck turning templates indicate that trash trucks and fire trucks can maneuver within the curve areas, and parking is prohibited on both sides of the road within the curve areas. However, please verify if the truck turning templates along Road L show the vehicle conflicting with the curb. In addition, the Township's emergency service personnel should also review this waiver request.
28. SALDO Section 162-33.G – A waiver is requested to allow a 44-foot curb radius on the bulb of the proposed elongated cul-de-sac in the vicinity of townhouse lots 137-148. Truck turning templates indicate that trash trucks and fire trucks can maneuver within the cul-de-sac, and parking is prohibited on both sides of the road within the cul-de-sac. As such, our office supports this waiver, subject to the review by the Township's emergency service personnel.
29. SALDO Section 162-37.A – A waiver is requested to allow more than five lots along a private street. Our office supports this waiver, subject to the review by the Township's emergency service personnel.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 18 -

File No. 14-12031T  
July 11, 2017

30. SALDO Section 162-38.A(3) – A waiver is requested to allow private driveways to be located less than 50 feet from the intersection of local roads. Based on our review of the plan, and discussions with the applicant's engineer, it appears that at all locations where the sight lines from adjacent intersections traverse across individual home driveways, there is room to store at least one parked vehicle (i.e., at least a 20-foot deep area) within the driveway without blocking the line of sight. As such, our office supports this waiver.
31. SALDO Section 162-38.C(1) – A waiver is requested to allow private driveways with a grade that exceeds five percent but no greater than eight percent within the road right-of-way. We support this waiver as it is necessary for just the portion of the driveway apron between curb and the sidewalk, in order to support the construction of sidewalk within the community at the same height of the curb.

**VII. TOWNSHIP PLANNING CONSULTANT COMMENTS**  
**BRANDYWINE CONSERVANCY**

1. Waiver Request - Section 162.52. We have no objection to excess topsoil exported offsite, provided the Plan:
  - a. Demonstrates that 12" of topsoil will be replaced on site where feasible; and
  - b. Provides the Township with information regarding the volume of topsoil to be removed offsite, the proposed location of the stockpile, and erosion/sedimentation control measures for the stockpile.
2. Waiver Request – Section 162-41.A. We have no objection to a partial waiver to construct sidewalks on one side of the street.
3. Waiver Request – Section 162-55.D.(1). We have no objection to disturbance of riparian buffer for the purposes of a stream crossing, provided that disturbance is minimized and riparian vegetation is restored to the disturbed area.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 19 -

File No. 14-12031T  
July 11, 2017

4. Waiver Request – Section 162-55.B.(6) AND (7). We have corresponded with the Applicant's landscape architect regarding tree replacement requirements, and have no objection to planting 2 1/2" – 3" caliper replacement trees and a combination of shade trees, evergreen trees, understory trees, and shrubs.
5. We recommend that the applicant consider increasing the size of Lot #1 in order to incorporate the historic farmhouse and the springhouse onto the same lot. A larger Lot #1 would provide a more appropriately-scaled landscape context for the two historic structures. It would also eliminate costly maintenance and upkeep of the springhouse for the HOA. We suggest that Lot #1 be fenced with split rail fencing in order to clearly delineate the property boundary, which is larger than the lots proposed around it. The 0.9% additional open space provided on the overall plan can be utilized to enlarge Lot #1 with no impact to bonus density calculations.
6. The Plan shall include tree protection fencing locations and a detail that is referenced on all appropriate plan sheets.
7. Sheet 6 shows a paved trail crossing bioretention area 2B. The detail for area 2B on Sheet 78 also shows a trail traversing the bioretention area. The typical section for bioretention area 2B shows a depression with wetland tolerant plantings which is not compatible with a paved trail. The trail should be realigned to avoid the bioretention areas and other stormwater facilities.
8. Grading shall be shown for the 6' wide paved trails and for grass trails. This is critical in areas of prohibitive slopes and near existing trees to be protected and retained. Only unpaved trails are permitted in Riparian Buffer areas. The Plan should clearly delineate which trails are paved and which are grassed.
9. Landscape Details 4 and 5 shall include maximum vertical and side slope design criteria for trails. Also, include a note that trail alignment

File No. 14-12031T  
July 11, 2017

shall be flagged in the field and the location subject to approval by Township consultants.

10. Provide a note to the Grading and utilities plans that the 6' wide paved trails and grass trails shown are conceptual only. They shall be aligned in the field and their alignment is subject to approval by Township consultants. All trails must be constructed and approved prior to Township issuance of the first residential occupancy permit.
11. The Open Space Management Plan specifies a management approach for paved trails. It should also address management considerations for natural surface, or grass trails.
12. The Open Space Management Plan should include a general statement that requires minimal use of chemical fertilizers, herbicides and pesticides. Only a licensed applicator shall be authorized to apply chemicals and only when necessary to control an outbreak of invasive species.
13. The Open Space Management Plan should provide more specific recommendations for maintenance of the landscaping in and around stormwater management facilities. The applicant has provided a note referencing sheet 32 for stormwater operations and maintenance information. We recommend that the few sentences regarding mowing and plant management recommendations for stormwater facilities be copied onto the Open Space Management Plan to make the information more easily accessible for the HOA.
14. We request that the applicant provide authorization for Township consultants and representatives to visit the site, together with the applicant's consultants, to review existing conditions prior to Final Plan approval.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetter Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 21 -

File No. 14-12031T  
July 11, 2017

Packet Page 54

**VIII. TOWNSHIP SEWER CONSULTANT COMMENTS  
ARRO CONSULTING, INC.**

1. The Developer is proposing 375 Housing Units (combination of single family detached, semi-detached twin and triple units) with a Community Center. Utilizing 165 Gallons per Day/Equivalent Dwelling Unit (GPD/EDU) and 800GPD/EDU for the Community Center, the sanitary sewer capacity required is 62,675 GPD. We understand a draft of the Agreement for the Expansion of the Route 100 Facility was prepared and provided to the Authority for review.
2. An approximate net disposal capacity of 42,643 GPD is proposed. The design of the disposal areas will need to be provided for review. The ultimate disposal capacity will be subject to the required evaluation design and permitting as required by the Pennsylvania Department of Environmental Protection (PaDEP). The Developer will need to propose how the required additional disposal needs will be handled.
3. It appears no storage capacity is proposed on this Preliminary Plan. Review and evaluation of the Authority's existing storage capacity throughout the Authority's system will be necessary in order to determine the availability of storage capacity. The need for on-site storage capacity will be dependent on the outcome of that review.
4. Review of the capacity within the downstream collection and conveyance system is necessary in order to determine the extent of improvements necessary to accept the proposed flow 62,675 GPD. It appears, at a minimum, but not limited to, upgrades to Pump Station No. 1 within the Reserve at Eagle Development will be necessary.
5. The plan indicated: *The sewer system will be owned by Upper Uwchlan Township and operated by the Upper Uwchlan Municipal Authority. A blanket easement is provided to the Upper Uwchlan Township Sewer Authority for access to the development to perform required maintenance*

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 22 -

File No. 14-12031T

July 11, 2017

Packet Page 55

*and repair to the sanitary sewer system.* The easement should include both the Township and the Upper Uwchlan Municipal Authority.

6. The plans should indicate that individual grinder pumps shall be owned and maintained by the respective individual property owner. Additionally this should be clearly stated in all deeds of the affected lots.
7. The low pressure force main design prepared by Ebert Engineering, Inc. was recently submitted for review. The comments associated with that review will be provided in a separate letter.
8. The pipe type and size for the low pressure force main needs to be shown on the profile plans.
9. Since MRG-1 will receive flow from the low pressure system, it shall include an interior plastic lining system. The plans shall be noted accordingly.
10. Sheet 19 – Connect sewer line from RMG-17 to RMG-9, rather than the road centerline. Please revise accordingly.
11. Sheet 21 and 22 – All previous/former manhole labels should be deleted. It appears the system has been changed to a low pressure sanitary sewer without manholes.
12. Sheets 59 to 71 – Match Lines should be labeled with appropriate sheet number. Also, elevations should be shown on both sides of each profile. Please revise accordingly.
13. Sheet 59 – Road 'A' Profile has text on top of text in bottom right corner. Also, some misplaced text should be deleted near RMG-24. Please make all text clearly legible.
14. Sheet 60 - Specify RMG-10 to be a 5-FT diameter manhole for the drop connection.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Page - 23 -

File No. 14-12031T  
July 11, 2017

Packet Page 56

15. Sheet 62 – Any and all former manhole designations shall be deleted. Also it appears that the Sanitary MH to Sanitary MH Profile should be deleted, as this section of pipe has changed from gravity to low pressure.
16. Sheet 63 - Specify RMG-10 to be a 5-FT diameter manhole for the drop connection.
17. Sheet 64 – Specify RMG-24 to be a 5-FT diameter manhole for the drop connection.
18. Sheet 71 – Specify RMG-2 to be a 5-FT diameter manhole for the drop connection.

**IX. TOWNSHIP LIGHTING CONSULTANT COMMENTS  
STUBBE CONSULTING, LLC.**

Proposed site lighting, on Sheets 50 - 56, consists of the use of 70 decorative post-top 3000K LED luminaires mounted at nominally 14' AFG, to provide intersection, curve, parking area and general way-finding illumination. Also depicted on Sheet 56 is a wall-mounted house light with unspecified source-type and wattage, with full-cutoff shield, for "front entrance fixture for Laurel and Easton models, garage entrance and rear door for all models. The light output of the latter fixtures was not modeled on plans. As it relates to on/off control of lighting, the following has been specified: "All site lighting other than emergency egress lighting shall be on photocells and/or timers for dusk-to-dawn operation."

The following comments and recommendations, repeated from the previous review letter, are offered for Township consideration, in accordance with the lighting requirements contained in SLDO Section 614. Lighting, and reasonable and customary engineering practices:

1. Luminaire Control Requirements - §614.C.3.d. requires that luminaires are to be extinguished between 11 p.m. and dawn. Applicant proposes all-night lighting for both parking lot and roadway illumination with the justification that as a residential community there will be all-night traffic

Mr. Cary Vargo

Page - 24 -

Upper Uwchlan Township Manager

Reference: Fetters Property (McKee Group)

Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

Packet Page 57

File No. 14-12031T

July 11, 2017

and parking opportunities. It is recommended Township consider granting relief from §614.C.3.d. 11 p.m. shut-off requirement.

**No further action by this office deemed necessary.**

2. Plan Information Requirements - §614.D.1. establishes information required to be submitted with application.
  - a. A catalog cut of the optics of the proposed Type B post-top luminaire but not of the appearance of the luminaire/pole assembly. It is recommended Applicant be requested to provide on Sheet 45 a catalog cut of the specified Type B decorative pole-top luminaire.

**Pole types for all specified pole-mounted luminaires have been suitably depicted. No further action deemed to be necessary.**
  - b. Building-Mounted Lighting - Plans do not include building-mounted lighting information. It is recommended Applicant be requested to submit proposed building-mounted lighting for Township review and approval as part of the land development application. If this information is not currently available, it is recommended a note be requested to be placed on lighting plan that all exterior building-mounted lighting shall be full cutoff in accordance with Ordinance requirements.

**The requested note has been added to plan. A luminaire with full-cutoff shield has been specified for building-mounted lighting, however a source type and wattage has not been specified. It is recommended this latter detail be deferred until building permit submission.**

The lighting plans, Sheets 50 - 56 dated 06/15/17, are now judged to be in accordance with the lighting requirements contained in SLDO Section 614. Lighting, and consideration of Township approval is recommended.

This concludes our first review of the submitted application. We recommend that the plans and reports be revised to address the above referenced comments prior to consideration of approval.

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
Reference: Fetters Property (McKee Group)  
Preliminary Subdivision / Land Development Application Review  
Upper Uwchlan Township, Chester County, PA

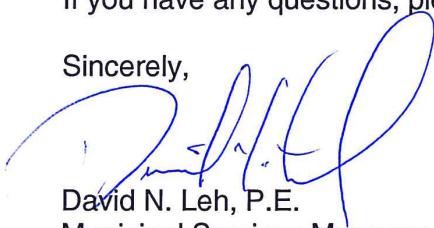
Page - 25 -

File No. 14-12031T  
July 11, 2017

Packet Page 58

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

Sincerely,



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

cc: Upper Uwchlan Township Planning Commission Members  
Upper Uwchlan Township Board of Supervisors  
Sheila E. Fleming, ASLA, Brandywine Conservancy (Via e-mail only)  
Christopher J. Williams, P.E., McMahon Assoc., Inc. (Via e-mail only)  
G. Matthew Brown, P.E, ARRO Consulting, Inc. (Via e-mail only)  
C. Stanley Stubbe, Stubbe Consulting, LLC (Via e-mail only)  
Kristin S. Camp, Esq., BBMM, LLP (Via e-mail only)  
Mark McGonigal, McKee Group, Applicant (Via e-mail only)  
Denise Yarnoff, Esq., RRH&C, LLC (Via e-mail only)  
Theodore J. Gacomis, P.E. Edward B. Walsh & Associates, Inc. (Via e-mail only)



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** Board of Supervisors

**FROM:** Cary B. Vargo  
Township Manager

**RE:** Conditional Use Extension Request  
Moser – Marsh Lea

**DATE:** July 13, 2017

---

Attached for your review and consideration is a request for an extension for the Moser – Marsh Leas conditional use approval (construction in precautionary slopes). The conditional use approval is due to expire August 21, 2017, if no building permits have been approved. The attached correspondence requests a six (6) month extension through February 21, 2018. The project is moving through third party approvals diligently and is expected to move into the construction phase in due course.

**I would respectfully request that the BOS approve the six month extension as detailed in the memo above.**

ALYSON M. ZARRO  
alyson@rrhc.com  
Extension 202



July 10, 2017

*Via email and first class mail*

Cary B. Vargo  
Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

**Re: T. Richard Moser Land Developers, LP/Upper Uwchlan Township**

Dear Cary:

As you know, this firm represents T. Richard Moser Land Developers, LP ("T.R. Moser") in connection with its proposed residential development of a property known as Marsh Lea, previously referred to as the "Popjoy Property" ("Property"). On February 21, 2017, the Upper Uwchlan Township Board of Supervisors approved a Conditional Use Application regarding the construction of improvements associated with the residential development on the Property in areas of precautionary steep slopes. Pursuant to Section 200-127 of the Township Zoning Ordinance, the Conditional Use Approval will expire on August 21, 2017 if T.R. Moser has failed to obtain a building permit. T.R. Moser is in the process of completing the required financial security and stormwater management documentation and expects to record its plan shortly; however, T.R. Moser will not be in a position to obtain a building permit for a dwelling within the requisite time frame. Accordingly, T.R. Moser hereby requests an extension of time of the Conditional Use Approval of six (6) months from August 21, 2017. The new expiration of the Conditional Use Approval would be February 21, 2018.

Kindly bring this extension request to the Board of Supervisors attention for consideration at its meeting on July 17, 2017.

As always, please feel free to contact us with any questions. Thank you for your attention to this matter.

Very truly yours,



ALYSON M. ZARRO

AMZ/kmr

cc: Gwen Jonik, Township Secretary (via email)  
T.R. Moser, Moser Homes (via email)  
Ted Moser, Moser Homes (via email)  
Louis J. Colagreco, Jr., Esquire (via email)

772237.1

rrhc.com

PO Box 1265 717 Constitution Drive, Suite 201 Exton, PA 19341 Phone 610.458.4400 Fax 610.458.4441



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

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

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **Townes at Chester Springs – 279 – 290 Park Road**  
**Financial Security and Stormwater BMP O & M**

**DATE:** **July 13, 2017**

---

Attached for your review and consideration are the financial security documents for the Townes and Chester Springs development, located on Park Road. These documents include the escrow review, security agreements (site and sewer) and associated bonds, and a Stormwater BMP Operation and Maintenance Agreement. Security has been obtained in the amount of \$1,126,214.74 for site improvements and \$124,413.60 for wastewater improvements. This development has all necessary approvals, both Township and third party agency, and is expected to be under construction in August of 2017. All documents have been reviewed by Township engineering consultants and the Township Solicitor.

**I would respectfully request that the BOS approve the attached documents and financial security amounts as presented.**



## UPPER UWCHLAN TOWNSHIP

140 Pottstown Pike  
Chester Springs, PA 19425

### FINANCIAL SECURITY AGREEMENT

THIS FINANCIAL SECURITY AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between TOLL PA XV, L.P., a Pennsylvania limited partnership; and UPPER UWCHLAN TOWNSHIP, a Second Class Township ("Township").

**WHEREAS**, TOLL PA XV, L.P., a Pennsylvania limited partnership ("Developer") is the developer of a proposed plan of subdivision/land development entitled "Preliminary/Final Land Development Plan, 270-290 Park Road" prepared by D.L. Howell & Associates, Inc. dated October 2, 2015 and last revised June 28, 2017 ("Final Plan"), which Final Plan was approved by the Board of Supervisors on March 21, 2016 as set forth in a letter dated April 4, 2016 from the Township ("Preliminary/Final Plan Approval"), which Final Plan and Preliminary/Final Plan Approval are incorporated herein by reference as fully as though set forth in length;

**WHEREAS**, the Final Plan calls for the installation of certain improvements including but not limited to roads, storm water drainage, and other improvements shown on the Final Plan required under the terms of the subdivision regulations of the Township of Upper Uwchlan or in the Preliminary/Final Plan Approval, which are identified on Exhibit "A" attached hereto and made a part hereof ("Improvements");

**WHEREAS**, the sanitary sewage generated from the residential homes will be conveyed to a regional waste water treatment plant and sanitary sewer improvements required connection of homes in the Townes at Chester Springs development to said plant are secured under a separate Financial Security Agreement with the Township;

**WHEREAS**, under the terms of the subdivision regulations and under the terms of Section 509 of the Municipalities Planning Code of Pennsylvania ("MPC"), an improvement bond or other security is required to assure the construction, completion and dedication of the aforesaid Improvements in accordance with the Final Plan, the Preliminary/Final Plan Approval and in accordance with all applicable statutes, ordinances, rules, regulations and accepted construction and engineering standards.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,** that in order to induce Upper Uwchlan Township to approve the above recited Final Plans for "Townes at Chester Springs f/k/a 270-290 Park Road" and to secure the design, construction, completion, and installation of and payment for the said Improvements, Developer shall have posted a **PERFORMANCE BOND** the particulars of which are attached as "**Exhibit B**", in the amount of One Million One Hundred Twenty-Six Thousand Two Hundred Fourteen and 74/100 Dollars (\$1,126,214.74).

**NOW**, the condition of this undertaking with respect to Townes at Chester Springs is such that if Developer shall design, install, construct, complete, pay for, and dedicate or cause to be designed, installed, constructed, completed, paid for and dedicated all in good and workmanlike manner and in accordance with the permits granted, the Final Plan, and the Preliminary/Final Plan Approval, statutes, rules, regulations, and ordinances enacted, ordained, or promulgated and in accordance with the recognized engineering and construction standards and practices, all and singular Improvements and facilities required by the Final Plan, the Preliminary/Final Plan Approval, this Agreement, specifications, ordinances, statutes, rules, regulations, conditions of approval and standards and practices, then in such event this obligation shall be null and void and otherwise to remain in full force and effect.

All such Improvements shall be designated, installed, constructed and completed within thirty-six (36) months from the date hereof, said time to be of the essence of this undertaking. The failure to design, install, construct and complete within the time set forth or such additional time as may be agreed upon between the parties will be deemed a default hereunder.

There is attached hereto as **Exhibit "A"** incorporated herein by reference and made a part hereof as fully as though set forth at length, a schedule of stages and payments, such releases may be made from the performance bond of \_\_\_\_\_ only upon approval by the Board of Supervisors upon receipt of certification by the Township professionals that work has been accomplished in accordance with vouchered bills, after inspection made in accordance with Section 509 of the MPC.

1. Whenever this Agreement shall be extended by action of all parties hereto for more than thirty-six (36) months, in order to complete Improvements, the amount of financial security may be increased an additional ten (10%) percent for each additional year, not to exceed one hundred and ten

(110%) percent of the costs as established at the end of the preceding one year period, in accordance with the procedure set forth in Section 509(h) of the MPC.

2. The Township will inspect the construction of the Improvements to determine compliance and acceptability at the following construction stages:

- A. Storm drain installation;
- B. Water main installation;
- C. Rough grading;
- D. Curb installation;
- E. Installation of each pavement layer;
- F. Sidewalk construction; and
- G. Driveway construction.

3. Upon completion, inspection, approval, and dedication of (if applicable) all the Improvements agreed or required to be installed and the obtaining of all approvals and final inspection from all regulatory bodies and agencies and the filing thereof with the Township, the balance then remaining in the performance bond shall be released by the Township.

4. In the event of default in the design, construction, installation and completion of the Improvements, all in accordance with the terms set forth, the Township shall first give Developer thirty (30) days written notice specifying the areas(s) of noncompliance and provide Developer with a period of thirty (30) days to cure said noncompliance or where compliance is not possible within thirty (30) days to permit such longer period to cure provided that Developer shall diligently pursue completion of same except in the case of an emergency in which case Developer shall proceed to promptly cure such noncompliance ("Notice and Opportunity to Cure"), and upon Developer failing to cure, have available, and may in its discretion but shall not be required to exercise one or more of the following remedies which said remedies shall be deemed cumulative and not alternative.

Causes the removal of any contractor or subcontractor, material man or other persons from the job and cause the work to be performed or materials furnished by other reputable persons or agencies (without the necessity of submitting public bid), paying the cost thereof to the extent available from the performance bond.

Cause the removal of any contractor, material man, laborer or other designated person and contracting for the completion of the Improvements (again without the necessity of submitting a public bid).

The Township may cause any default in Improvements, corrections, repairs, maintenance, or removal to be cured, pay the same and enter the amounts expended together with costs and attorneys fees for twenty (20%) percent as a municipal lien against the lands of the Developer as the Township may so elect.

Any other remedy available at law or in equity.

In the event of the exercise of any of the foregoing remedies, there shall be included within the amount claimed attorneys fees of twenty (20%) percent for collection, together with interest at the rate of two (2%) percent above the then current prime rate plus costs.

5. In the event of default, after Township provides Developer Notice and Opportunity to Cure and Developer has failed to cure, payment to any laborer, contractor, subcontractor, material man or other person, the Township may, but shall not be required to, authorize and upon such authorization, that person may bring suit in Chester County Court against the Developer in the name of the Township to the use of such claimant or claimants and to the extent the Township declares such sum available, may be paid from the performance bond. Provided, however, nothing herein contained shall be construed to create a third party beneficiary contract nor to obligate the Township or surety except as specifically herein set forth.

6. In the event of any dispute concerning the construction or operation of this Agreement, the same shall be construed and determined in the Court of Common Pleas of Chester County. In the event of any dispute with the reference to performance or non-performance of any technical provision hereof, the Township's professionals and the Developer's engineer shall agree upon a neutral registered engineer in the Commonwealth of Pennsylvania and the matters of technical dispute and the damages arising therefrom shall be submitted so that a panel of three arbitrators whose decision (or the decision of the majority thereof) entered in accordance with the terms thereof.

7. It is understood and agreed that the Township has reviewed the plans and specifications for the purpose solely of protecting the interests of the Township and has not thereby expressly or

impliedly warranted the technical suitability of the public Improvements or any parts thereof, nor their location or installation and the Developer warrants that all plans, designs, installations, and specifications are in accordance with sound engineering practices and will be installed in a good and workmanlike manner and in accordance with the Final Plan and specifications and sound construction practices and does further warrant that the Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects and the Developer agrees to exonerate, indemnify and hold the Township harmless of and from any and all claims and demands with respect to this Agreement and the performance of any and every party thereof except to the extent caused by the negligence or willful misconduct of the Township.

8. The Developer shall be required to pay the Township's Act 209 traffic impact fee at the time of issuance of the first building permit.

9. The Developer as part of its obligation hereunder at its sole cost and expense shall maintain general liability insurance in an amount not less than \$1,000,000.00 without exclusion for claims arising from surface or subsurface pollution and shall maintain insurance against damage to or destruction of the said Improvements by reason of fire or other casualty including but not limited to acts of God, storm, vandalism, fire and flood in an amount not less than \$1,000,000.00. All policies of insurance herein required shall name the Township as additionally insured and the Developer shall furnish to the Township a copy of said policies with receipt evidencing premium paid prior to the commencement of construction. The contractor/developer shall provide evidence of having auto liability insurance in an amount not less than \$300,000 and Workman's Compensation Insurance.

A. Developer understands that as a condition of plan signing, that the Township will require Developer to provide escrow and/or maintenance bonds at the time of dedication of any Improvements proposed to be dedicated to the Township in the amount of fifteen percent (15%) of the actual Improvement costs of the dedicated Improvements and for a time duration of eighteen (18) months. It is understood that this bond can be either in the form of an escrow, letter of credit or a corporate surety in form satisfactory to the Township Solicitor.

B. Developer agrees to meet the requirements described above and will perform same at the time of offer of dedication of the Improvements.

10. It is further agreed that Upper Uwchlan Township shall be reimbursed for the Township professionals' reasonable expenses incurred by the Township in the performance of and the enforcement of this Agreement.

11. On March 21, 2016, conditional use approval was granted by the Township Board of Supervisors for the Townes at Chester Springs development ("Conditional Use Approval") and said Conditional Use Approval is included as part of the Preliminary/Final Plan Approval. Section 200-127 of the Township's Zoning Ordinance provides that the Conditional Use Approval expires within six (6) months of the date of the Conditional Use Approval, a building permit for a dwelling has not yet been obtained. Previously, the Township has granted extensions of the Conditional Use Approval. Developer has requested and the Township has agreed to an additional extension of time for Developer to obtain a building permit for a dwelling in order for the Conditional Use Approval to remain valid to June 30, 2018, which may be further extended by the Township without the need to amend this Agreement.

The following exhibits shall be made a part of this Agreement:

Exhibit "A" - Improvement and Inspection cost breakdown.

Exhibit "B" - Performance Bond.

***SIGNATURE PAGE FOLLOWS***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**UPPER UWCHLAN TOWNSHIP**

By: \_\_\_\_\_  
Kevin C. Kerr, Chairman

\_\_\_\_\_  
Jamie W. Goncharoff, Vice Chairman

\_\_\_\_\_  
Guy A. Donatelli, Member

**ATTEST:**

**DEVELOPER**  
TOLL PA XV, L.P., a Pennsylvania  
limited partnership  
By: TOLL PA GP CORP., a Pennsylvania  
corporation, its general partner

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

**EXHIBIT "A"**



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

June 27, 2017

File No. 15-11040T

Mr. Cary Vargo  
Upper Uwchlan Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

Reference: 270-290 Park Road (Townes @ Chester Springs)  
Escrow Recommendation  
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,126,214.74**. This security will cover all on-site improvements, excluding sanitary and water services. Sanitary services will be reviewed and approved by ARRO Consulting and held under a separate agreement.

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Mike Downs, P.E., VP Land Development – Toll Brothers Land Development (Via e-mail only)

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[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426					
PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs)				SUMMARY OF ESCROW ACCOUNT											
PROJECT NUMBER: 15-11040T							TOTAL CONSTRUCTION (100%) = \$ 941,603.95 TOWNSHIP SECURITY = \$ 84,160.40 CONSTRUCTION INSPECTION \$ 99,450.40								
PROJECT SPONSOR: Toll PA XV, LP							GRAND TOTAL ESCROWED = \$ 1,126,214.74								
MUNICIPALITY: Upper Uwchlan Township							RELEASE NO.: 0 REQUEST DATE:								
										TOTAL ESCROW REMAINING: \$ 1,126,214.74 CONSTRUCTION COMPLETION:					
ESCROW TABULATION				CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE				
CONSTRUCTION ITEMS				UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT			
<b>A. CLEARING &amp; GRUBBING</b>															
1. Clearing and Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00			\$ -		\$ -	1	\$ 10,000.00				
<b>SUBTOTAL ITEM A</b>					\$ -		\$ -		\$ -		\$ 10,000.00				
<b>B. EROSION &amp; SEDIMENTATION CONTROLS</b>															
1. Construction Entrance	EA	2	\$ 2,850.00	\$ 5,700.00			\$ -		\$ -	2	\$ 5,700.00				
2. 24" Silt Sock	LF	368	\$ 10.00	\$ 3,680.00			\$ -		\$ -	368	\$ 3,680.00				
3. 32" Silt Sock	LF	681	\$ 14.00	\$ 9,534.00			\$ -		\$ -	681	\$ 9,534.00				
4. Tree Protection Fence / LOD	LF	112	\$ 2.00	\$ 224.00			\$ -		\$ -	112	\$ 224.00				
5. Inlet Protection	EA	19	\$ 125.00	\$ 2,375.00			\$ -		\$ -	19	\$ 2,375.00				
6. Swales	SY	750	\$ 3.00	\$ 2,250.00			\$ -		\$ -	750	\$ 2,250.00				
7. Temp. Seed & Mulch	SF	159,000	\$ 0.04	\$ 6,360.00			\$ -		\$ -	159,000	\$ 6,360.00				
<b>SUBTOTAL ITEM B</b>					\$ 30,123.00		\$ -		\$ -		\$ 30,123.00				
<b>C. EARTHWORK</b>															
1. Strip Topsoil	CY	4,700	\$ 3.00	\$ 14,100.00			\$ -		\$ -	4,700	\$ 14,100.00				
2. Cut / Fill	CY	53,400	\$ 2.60	\$ 138,840.00			\$ -		\$ -	53,400	\$ 138,840.00				
3. Return Topsoil	CY	2,200	\$ 3.40	\$ 7,480.00			\$ -		\$ -	2,200	\$ 7,480.00				
<b>SUBTOTAL ITEM C</b>					\$ 160,420.00		\$ -		\$ -		\$ 160,420.00				
<b>D. STORM SEWER</b>															
1. 15" RCP	LF	649	\$ 30.00	\$ 25,470.00			\$ -		\$ -	649	\$ 25,470.00				
2. Type 'C' Inlet	EA	5	\$ 2,700.00	\$ 15,200.00			\$ -		\$ -	5	\$ 15,200.00				
3. Type 'M' Inlet	EA	9	\$ 2,500.00	\$ 22,500.00			\$ -		\$ -	9	\$ 22,500.00				
4. Spouts	LS	6	\$ 850.00	\$ 5,100.00			\$ -		\$ -	6	\$ 5,100.00				
5. 12" Yard Drains	EA	3	\$ 900.00	\$ 2,700.00			\$ -		\$ -	3	\$ 2,700.00				
6. 10" PVC	LF	11	\$ 22.00	\$ 242.00			\$ -		\$ -	11	\$ 242.00				
7. 8" PVC	LF	1,945	\$ 20.00	\$ 38,900.00			\$ -		\$ -	1,945	\$ 38,900.00				
<b>SUBTOTAL ITEM D</b>					\$ 111,112.00		\$ -		\$ -		\$ 111,112.00				
<b>E. INFILTRATION BASINS</b>															
<b>INFILTRATION BASIN #1</b>															
1. Orange Construction Fence	LF	200	\$ 2.00	\$ 400.00			\$ -		\$ -	200	\$ 400.00				
2. Earthwork	LS	1	\$ 1,800.00	\$ 1,800.00			\$ -		\$ -	1	\$ 1,800.00				
3. Spillway Matting	SF	1,050	\$ 0.50	\$ 525.00			\$ -		\$ -	1,050	\$ 525.00				
4. Rake, Seed, & Matting	SF	7,500	\$ 0.15	\$ 1,125.00			\$ -		\$ -	7,600	\$ 1,125.00				
5. Weir Curb	LF	40	\$ 80.00	\$ 3,200.00			\$ -		\$ -	40	\$ 3,200.00				
6. Infiltration Bed Install	LS	1	\$ 60,000.00	\$ 60,000.00			\$ -		\$ -	1	\$ 60,000.00				
<b>INFILTRATION BASIN #2</b>															
1. Orange Construction Fence	LF	240	\$ 2.00	\$ 480.00			\$ -		\$ -	240	\$ 480.00				
2. Earthwork	LS	1	\$ 1,200.00	\$ 1,200.00			\$ -		\$ -	1	\$ 1,200.00				
3. Spillway Matting	SF	680	\$ 0.50	\$ 340.00			\$ -		\$ -	680	\$ 340.00				
4. Rake, Seed, & Matting	SF	4,600	\$ 0.15	\$ 690.00			\$ -		\$ -	4,610	\$ 690.00				
5. Weir Curb	LF	18	\$ 50.00	\$ 900.00			\$ -		\$ -	18	\$ 900.00				
6. Infiltration Bed Install	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -		\$ -	1	\$ 40,000.00				

ESCROW STATUS REPORT											GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426			
PROJECT NAME: 270-280 Park Road (Townies @ Chester Springs)											SUMMARY OF ESCROW ACCOUNT			
PROJECT NUMBER: 15-11040T											TOTAL CONSTRUCTION (100%) = \$ 941,503.95			
PROJECT SPONSOR: Toll PA XV, LP											TOWNSHIP SECURITY = \$ 94,160.40			
MUNICIPALITY: Upper Uwchlan Township											CONSTRUCTION INSPECTION = \$ 80,450.40			
											GRAND TOTAL ESCROWED = \$ 1,125,214.74			
											RELEASE NO.: 0			
											REQUEST DATE:			
												TOTAL ESCROW REMAINING: \$ 1,125,214.74		
												CONSTRUCTION COMPLETION:		
ESCROW TABULATION											CURRENT ESCROW RELEASE	ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)	ESCROW REMAINING (AFTER CURRENT REQUEST)	PERCENT COMPLETE
CONSTRUCTION ITEMS											QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT
INFILTRATION BASIN #3											QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT
1. Orange Construction Fence	LF	450	\$ 2.00	\$ 900.00							\$ -		450	\$ 900.00
2. Infiltration Bed Install	LS	1	\$ 175,000.00	\$ 175,000.00							\$ -		1	\$ 175,000.00
<b>SUBTOTAL ITEM E</b>				\$ 285,350.00							\$ -			\$ 175,000.00
F. PAVING & CURBING														
1. Fine Grade	SY	2,985	\$ 1.17	\$ 3,492.45							\$ -		2,985	\$ 3,492.45
2. 5" 2A Modified Aggregate	SY	2,985	\$ 5.75	\$ 17,163.75							\$ -		2,985	\$ 17,163.75
3. 3" 19 mm Binder Course	SY	2,985	\$ 11.45	\$ 34,178.25							\$ -		2,985	\$ 34,178.25
4. Clean & Tack	SY	2,985	\$ 0.50	\$ 1,492.50							\$ -		2,985	\$ 1,492.50
5. 1.5" 9.5 mm Wearing Course	SY	2,985	\$ 6.60	\$ 19,701.00							\$ -		2,985	\$ 19,701.00
6. Belgian Block	LF	1,880	\$ 16.40	\$ 30,832.00							\$ -		1,880	\$ 30,832.00
7. Walking Trail	SY	380	\$ 40.00	\$ 15,200.00							\$ -		380	\$ 15,200.00
8. Concrete Sidewalk	SF	6,500	\$ 4.00	\$ 34,000.00							\$ -		6,500	\$ 34,000.00
9. Concrete Crosswalks	SF	685	\$ 20.00	\$ 13,700.00							\$ -		685	\$ 13,700.00
10. Concrete Curb	LF	230	\$ 25.00	\$ 5,750.00							\$ -		230	\$ 5,750.00
<b>SUBTOTAL ITEM F</b>				\$ 176,609.85							\$ -			\$ 176,609.85
G. SURVEYING														
1. Construction Staking	LS	1	\$ 20,000.00	\$ 20,000.00							\$ -		1	\$ 20,000.00
2. Monumentation	LS	1	\$ 5,000.00	\$ 5,000.00							\$ -		1	\$ 5,000.00
3. As-Builts	LS	1	\$ 7,500.00	\$ 7,500.00							\$ -		1	\$ 7,500.00
<b>SUBTOTAL ITEM G</b>				\$ 32,500.00							\$ -			\$ 32,500.00
H. LANDSCAPING														
1. Shade Trees - 2.5-3" Cal.	EA	44	\$ 325.00	\$ 14,300.00							\$ -		44	\$ 14,300.00
2. Evergreen Trees - 7-8' Ht	EA	19	\$ 200.00	\$ 3,800.00							\$ -		19	\$ 3,800.00
3. Evergreen Trees - 8-10' HT	EA	41	\$ 230.00	\$ 9,430.00							\$ -		41	\$ 9,430.00
4. Shrubs - 30-35" Ht	EA	168	\$ 45.00	\$ 8,370.00							\$ -		168	\$ 8,370.00
5. Benches	EA	4	\$ 300.00	\$ 1,200.00							\$ -		4	\$ 1,200.00
<b>SUBTOTAL ITEM H</b>				\$ 37,100.00							\$ -			\$ 37,100.00
I. MISCELLANEOUS														
1. Retaining Wall	SF	1,693	\$ 23.00	\$ 38,939.00							\$ -		1,693	\$ 38,939.00
2. Fence on Wall	LF	270	\$ 12.00	\$ 3,240.00							\$ -		270	\$ 3,240.00
3. Village Street Lights	EA	9	\$ 3,500.00	\$ 31,500.00							\$ -		9	\$ 31,500.00
4. Park Road Street Lights	EA	5	\$ 3,500.00	\$ 17,500.00							\$ -		5	\$ 17,500.00
5. ADA Ramp w/ Truncated Domes	EA	4	\$ 1,000.00	\$ 4,000.00							\$ -		4	\$ 4,000.00
6. Signs	EA	14	\$ 200.00	\$ 2,800.00							\$ -		14	\$ 2,800.00
7. Pavement Markings	LS	1	\$ 1,500.00	\$ 1,500.00							\$ -		1	\$ 1,500.00
<b>SUBTOTAL ITEM I</b>				\$ 99,478.00							\$ -			\$ 99,478.00

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 15426										
SUMMARY OF ESCROW ACCOUNT																				
PROJECT NAME:	270-290 Park Road (Townes @ Chester Springs)									TOTAL ESCROW REMAINING:	\$ 1,126,214.74									
PROJECT NUMBER:	15-11040T									CONSTRUCTION COMPLETION:										
PROJECT SPONSOR:	Toll PA XV, LP									RELEASE NO.:	0									
MUNICIPALITY:	Upper Uwchlan Township									REQUEST DATE:										
TOTAL CONSTRUCTION (100%) = \$ 941,603.85 TOWNSHIP SECURITY = \$ 94,160.40 CONSTRUCTION INSPECTION = \$ 90,450.40 GRAND TOTAL ESCROWED = \$ 1,126,214.74																				
ESCROW TABULATION																				
CONSTRUCTION ITEMS				UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	CURRENT ESCROW RELEASE	ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)	ESCROW REMAINING (AFTER CURRENT REQUEST)									
TOTAL IMPROVEMENTS - ITEMS A-M							\$ 941,603.85		\$ -	\$ -	\$ 941,603.85									
H. TOWNSHIP SECURITY							\$ 94,160.40		\$ -	\$ -	\$ 94,160.40									
I. CONSTRUCTION INSPECTION							\$ 90,450.40		\$ -	\$ -	\$ 90,450.40									
NET CONSTRUCTION RELEASE							\$ 1,126,214.74		\$ -	\$ -	\$ 1,126,214.74									
SURETY AMOUNT							\$ 1,126,214.74		\$ -	\$ -	\$ 1,126,214.74									

**EXHIBIT "B"**

**SUBDIVISION BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, TOLL BROS. INC., as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, are jointly and severally held and firmly bound unto UPPER UWCHLAN TOWNSHIP, as Obligee, in the sum of ONE MILLION ONE HUNDRED TWENTY SIX THOUSAND TWO HUNDRED FOURTEEN AND 74/100 Dollars (\$1,126,214.74), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this      day of      , 2017.

Whereas, the above bounden Principal has ENTERED INTO AN AGREEMENT WITH UPPER UWCHLAN TOWNSHIP TO PROVIDE SITE IMPROVEMENTS OF THE SUBDIVISION KNOWN AS TOWNES AT CHESTER SPRINGS.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements then the above obligation shall be null and void; otherwise to remain in full force and effect.

ATTEST:

**TOLL BROS. INC.**

WITNESS:

**LIBERTY MUTUAL INSURANCE COMPANY**

\_\_\_\_\_  
Arlene Ostroff – Witness

BY: \_\_\_\_\_  
Daniel P. Dunigan, Attorney-in-Fact



## UPPER UWCHLAN TOWNSHIP

140 Pottstown Pike  
Chester Springs, PA 19425

### FINANCIAL SECURITY AGREEMENT

THIS FINANCIAL SECURITY AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between TOLL PA XV, L.P., a Pennsylvania limited partnership; and UPPER UWCHLAN TOWNSHIP, a Second Class Township ("Township").

**WHEREAS**, TOLL PA XV, L.P., a Pennsylvania limited partnership ("Developer") is the developer of a proposed plan of subdivision/land development entitled "Preliminary/Final Land Development Plan, 270-290 Park Road" prepared by D.L. Howell & Associates, Inc. dated October 2, 2015 and last revised June 28, 2017 ("Final Plan"), which Final Plan was approved by the Board of Supervisors on March 21, 2016 as set forth in a letter dated April 4, 2016 from the Township ("Preliminary/Final Plan Approval"), which Final Plan and Preliminary/Final Plan Approval are incorporated herein by reference as fully as though set forth in length;

**WHEREAS**, the Final Plan calls for the installation of certain sanitary sewer improvements shown on the Final Plan required under the terms of the subdivision regulations of the Township or in the conditions of Preliminary/Final Plan Approval, which are identified on Exhibit "A" attached hereto and made a part hereof ("Improvements");

**WHEREAS**, the sanitary sewage generated from the residential homes will be conveyed to a regional waste water treatment plant;

**WHEREAS**, under the terms of the subdivision regulations and under the terms of Section 509 of the Municipalities Planning Code of Pennsylvania, an improvement bond or other security is required to assure the construction, completion and dedication of the aforesaid Improvements in accordance with the Final Plan, Preliminary/Final Plan Approval and in accordance with all applicable statutes, ordinances, rules, regulations and accepted construction and engineering standards.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,** that in order to induce Upper Uwchlan Township to approve the above recited Final Plan for "Townes at Chester Springs f/k/a 270-290 Park Road" and to secure the design, construction, completion, and installation of and payment for the said Improvements, Developer shall have posted a **PERFORMANCE BOND** the particulars of which are attached as "**Exhibit B**", in the amount of One Hundred Twenty-Four Thousand Four Hundred Thirteen and 60/100 Dollars (\$124,413.60).

**NOW**, the condition of this undertaking with respect to the Townes at Chester Springs is such that if Developer shall design, install, construct, complete, pay for, and dedicate or cause to be designed, installed, constructed, completed, paid for and dedicated all in good and workmanlike manner and in accordance with the permits granted, the Final Plan, and the Preliminary/Final Plan Approval, statutes, rules, regulations, and ordinances enacted, ordained, or promulgated and in accordance with the recognized engineering and construction standards and practices, all and singular Improvements and facilities required by the Final Plan, the Preliminary/Final Plan Approval, this Agreement, specifications, ordinances, statutes, rules, regulations, and standards and practices, then in such event this obligation shall be null and void and otherwise to remain in full force and effect.

All such Improvements shall be designated, installed, constructed and completed within thirty-six (36) months from the date hereof, said time to be of the essence of this undertaking. The failure to design, install, construct and complete, within the time set forth or such additional time as may be agreed upon between the parties will be deemed a default hereunder.

There is attached hereto as **Exhibit "A"** incorporated herein by reference and made a part hereof as fully as though set forth at length, a schedule of stages and payments, such releases may be made from the performance bond of \_\_\_\_\_ only upon approval by the Board of Supervisors upon receipt of certification by the Township professionals that work has been accomplished in accordance with vouchered bills, after inspection made, in accordance with Section 509 of the Pennsylvania Municipalities Planning Code ("MPC").

1. Whenever this Agreement shall be extended by action of all parties hereto for more than thirty-six (36) months, in order to complete Improvements, the amount of financial security may be increased an additional ten (10%) percent for each additional year, not to exceed one hundred and ten

(110%) percent of the costs as established at the end of the preceding one year period in accordance with the procedure set forth in Section 509(h) of the MPC.

2. The Township will inspect the construction of the Improvements to determine compliance and acceptability of the sanitary sewer installation.

3. Upon completion, inspection, approval, and dedication (if applicable) of all the Improvements agreed or required to be installed and the obtaining of all approvals and final inspection from all regulatory bodies and agencies and the filing thereof with the Township, the balance then remaining in the performance bond shall be released by the Township.

4. In the event of default in the design, construction, installation, completion and dedication of the Improvements, all in accordance with the terms set forth, the Township shall first give Developer thirty (30) days written notice specifying the areas(s) of noncompliance and provide Developer with a period of thirty (30) days to cure said noncompliance or where compliance is not possible within thirty (30) days to permit such longer period to cure provided that Developer shall diligently pursue completion of same except in the case of an emergency in which case Developer shall proceed to promptly cure such noncompliance ("Notice and Opportunity to Cure"), and upon Developer failing to cure, have available, and may in its discretion but shall not be required to exercise one or more of the following remedies which said remedies shall be deemed cumulative and not alternative.

Cause the removal of any contractor or subcontractor, material man or other persons from the job and cause the work to be performed or materials furnished by other reputable persons or agencies (without the necessity of submitting public bid), paying the cost thereof to the extent available from the performance bond.

Cause the removal of any contractor, material man, laborer or other designated person and contracting for the completion of the Improvements (again without the necessity of submitting a public bid).

The Township may cause any default in Improvements, corrections, repairs, maintenance, or removal to be cured, pay the same and enter the amounts expended together with costs and attorneys fees for twenty (20%) percent as a municipal lien against the lands of the Developer as the Township may so elect.

Any other remedy available at law or in equity.

In the event of the exercise of any of the foregoing remedies, there shall be included within the amount claimed attorneys fees of twenty (20%) percent for collection, together with interest at the rate of two (2%) percent above the then current prime rate plus costs.

5. In the event of default, after Township provides Developer Notice and Opportunity to Cure and Developer has failed to cure, payment to any laborer, contractor, subcontractor, material man or other person, the Township may, but shall not be required to, authorize and upon such authorization, that person may bring suit in Chester County Court against the Developer in the name of the Township to the use of such claimant or claimants and to the extent the Township declares such sum available, may be paid from the performance bond. Provided, however, nothing herein contained shall be construed to create a third party beneficiary contract nor to obligate the Township or surety except as specifically herein set forth.

6. In the event of any dispute concerning the construction or operation of this Agreement, the same shall be construed and determined in the Court of Common Pleas of Chester County. In the event of any dispute with the reference to performance or non-performance of any technical provision hereof, the Township's professionals and the Developer's engineer shall agree upon a neutral registered engineer in the Commonwealth of Pennsylvania and the matters of technical dispute and the damages arising therefrom shall be submitted so that a panel of three arbitrators whose decision (or the decision of the majority thereof) entered in accordance with the terms thereof.

7. It is understood and agreed that the Township has reviewed the plans and specifications for the purpose solely of protecting the interests of the Township and has not thereby expressly or impliedly warranted the technical suitability of the public improvements or any parts thereof, nor their location or installation and the Developer warrants that the Final Plan, designs, installations, and specifications are in accordance with sound engineering practices and will be installed in a good and workmanlike manner and in accordance with the Final Plan and specifications and sound construction practices and does further warrant that the improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects and the Developer agrees to exonerate, indemnify and hold the

Township harmless of and from any and all claims and demands with respect to this Agreement and the performance of any and every party thereof except to the extent caused by the negligent or willful misconduct of the Township.

8. The Developer as part of its obligation hereunder at its sole cost and expense shall maintain general liability insurance in an amount not less than \$1,000,000.00 without exclusion for claims arising from surface or subsurface pollution and shall maintain insurance against damage to or destruction of the said Improvements by reason of fire or other casualty including but not limited to acts of God, storm, vandalism, fire and flood in an amount not less than \$1,000,000.00. All policies of insurance herein required shall name the Township as additionally insured and the Developer shall furnish to the Township a copy of said policies with receipt evidencing premium paid prior to the commencement of construction. The contractor/developer shall provide evidence of having auto liability insurance in an amount not less than \$300,000 and Workman's Compensation Insurance.

A. Developer understands that as a condition of plan signing, that the Township will require Developer to provide escrow and/or maintenance bonds at the time of dedication of the Improvements in the amount of fifteen percent (15%) of the actual costs of the improvements and for a time duration of eighteen (18) months. It is understood that this bond can be either in the form of an escrow, letter of credit or a corporate surety in form satisfactory to the Township Solicitor.

B. Developer agrees to meet the requirements described above and will perform same at the time of offer of dedication of the Improvements.

9. It is further agreed that the Township shall be reimbursed for the Township professionals' reasonable expenses incurred by the Township in the performance of and the enforcement of this Agreement.

Exhibit "A" - Improvement and Inspection cost breakdown.

Exhibit "B" - Performance Bond.

***SIGNATURE PAGE FOLLOWS***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**UPPER UWCHLAN TOWNSHIP**

By: \_\_\_\_\_  
Kevin C. Kerr, Chairman

\_\_\_\_\_  
Jamie W. Goncharoff, Vice Chairman

\_\_\_\_\_  
Guy A. Donatelli, Member

**ATTEST:**

**DEVELOPER**  
TOLL PA XV, L.P., a Pennsylvania  
limited partnership  
By: TOLL PA GP CORP., a Pennsylvania  
corporation, its general partner

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

**EXHIBIT "A"**



June 28, 2017

Limerick Office  
649 North Lewis Road  
Suite 100  
Limerick, PA 19468  
T 610.495.0303  
F 610.495.5855

Cary Vargo, Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

RE: Townes at Chester Springs Subdivision (270 – 290 Park Road)  
Sewer Escrow Estimate Review  
ARRO #10270.50

Dear Cary:

ARRO Consulting, Inc. has completed its review of the escrow estimate for the sanitary sewer portion of the Townes at Chester Springs subdivision, transmitted by email to ARRO from Toll Brothers on June 28, 2017, as attached. Escrow unit quantities were compared against Sheets 6 and 13 of 20 of the Conditional Use & Preliminary/Final Plans for 270 – 290 Park Road (a.k.a. Townes at Chester Springs) as prepared by DL Howell & Associates, Inc., dated October 2, 2015, and last revised August 17, 2016.

ARRO has no comments to the \$124,413.60 sanitary sewer escrow estimate.

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

Sincerely,

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

Attachment

GMB:car

c: Michael A. Downs, P.E. – Toll Brothers  
David Leh, P.E. – Gilmore & Associates  
Jay R. Jackson, P.E. – ARRO Consulting, Inc.

TOLL PA XV, L.P.  
 TOWNES @ CHESTER SPRINGS  
 UPPER UWCHLAN TOWNSHIP  
 CHESTER COUNTY, PA

## SANITARY SEWER

ESCROW SETUP  
6/28/2017

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL.)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
<b>A. SANITARY SEWER - ONSITE</b>											
6" PVC SDR35 MAIN	826	LF	\$27.25	\$ 25,288.00	\$ -		0	\$ -	926	\$ 25,288.00	0%
6" PVC SDR35 LATERALS	1,000	LF	\$26.50	\$ 26,500.00	\$ -		0	\$ -	1000	\$ 26,500.00	0%
6" PVC SDR35 LATERAL CONNECTIONS	40	EA	\$145.00	\$ 5,800.00	\$ -		0	\$ -	40	\$ 5,800.00	0%
MANHOLES (4" Diameter)	8	EA	\$2,690.00	\$ 21,520.00	\$ -		0	\$ -	8	\$ 21,520.00	0%
MANHOLES (5" Diameter - Splash MH S2)	1	EA	\$3,750.00	\$ 3,750.00	\$ -		0	\$ -	1	\$ 3,750.00	0%
<b>SUBTOTAL</b>				<b>\$ 82,858.00</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 82,858.00</b>		
<b>B. MISCELLANEOUS</b>											
CONCRETE ENCASEMENT	26	LF	\$70.00	\$ 1,820.00	\$ -		0	\$ -	26	\$ 1,820.00	0%
tie into existing man-hole	1	LS	\$1,500.00	\$ 1,500.00	\$ -		0%	\$ -	100%	\$ 1,500.00	0%
LINER IN EXISTING MANHOLE	1	EA	\$6,000.00	\$ 6,000.00	\$ -		0	\$ -	1	\$ 6,000.00	0%
RESTORATION OF ROAD AND EASEMENT	1	LS	\$4,500.00	\$ 4,500.00	\$ -		0%	\$ -	100%	\$ 4,500.00	0%
SHOP DRAWINGS	1	LS	\$1,500.00	\$ 1,500.00	\$ -		0%	\$ -	100%	\$ 1,500.00	0%
<b>SUBTOTAL</b>				<b>\$ 15,320.00</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 15,320.00</b>		
<b>C. SURVEYING</b>											
CONSTRUCTION STAKING	1	LS	\$2,500.00	\$ 2,500.00	\$ -		0%	\$ -	100%	\$ 2,500.00	0%
AS BUILTS	1	LS	\$3,000.00	\$ 3,000.00	\$ -		0%	\$ -	100%	\$ 3,000.00	0%
<b>SUBTOTAL</b>				<b>\$ 5,500.00</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 5,500.00</b>		
<b>TOTAL IMPROVEMENTS</b>				<b>\$ 103,678.00</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 103,678.00</b>		0%
TOWNSHIP SECURITY (10%)	1	LS	\$ 10,367.80	\$ -			0%	\$ -	100%	\$ 10,367.80	0%
TESTING/TELEVISION/INSPECTIONS (10%)	1	LS	\$ 10,367.80	\$ -			0%	\$ -	100%	\$ 10,367.80	0%
<b>TOTAL AMOUNT OF ESCROW</b>				<b>\$ 124,413.60</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 124,413.60</b>		0%

SUBMITTED:

TOLL PA XV, L.P.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

**EXHIBIT "B"**

**SUBDIVISION BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, TOLL BROS. INC., as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, are jointly and severally held and firmly bound unto UPPER UWCHLAN TOWNSHIP, as Obligee, in the sum of ONE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED THIRTEEN AND 60/100 Dollars (\$124,413.60), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this      day of      , 2017.

Whereas, the above bounden Principal has ENTERED INTO AN AGREEMENT WITH UPPER UWCHLAN TOWNSHIP TO PROVIDE SANITARY SEWER IMPROVEMENTS OF THE SUBDIVISION KNOWN AS TOWNES AT CHESTER SPRINGS.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements then the above obligation shall be null and void; otherwise to remain in full force and effect.

ATTEST:

**TOLL BROS. INC.**

---

WITNESS:

**LIBERTY MUTUAL INSURANCE COMPANY**

---

**Arlene Ostroff – Witness**

BY: \_\_\_\_\_  
**Daniel P. Dunigan – Attorney in Fact**

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

UPI Nos. 32-3-65, 32-3-65.27,  
32-3-65.28

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

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between TOLL PA XV, L.P., a Pennsylvania limited partnership, (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, and identified as UPI Nos. 32-3-65, 32-3-65.27 and 32-63-65.28 (hereinafter "Property"); and

**WHEREAS**, the Landowner is proceeding to build and develop the Property pursuant to a plan entitled "Preliminary/Final Land Development Plan, 270-290 Park Road" prepared by D.L. Howell & Associates, Inc. dated October 2, 2015 and last revised June 28, 2017 (hereinafter "Final Plan"); and

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

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

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

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

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

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

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

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

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

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

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

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property or a portion thereof by said future buyer(s). The Homeowners' Association created for the residential development shall be the successor to Landowner or its assigns under this Agreement. The Homeowners' Association shall have all of the rights of the Landowner and shall be responsible for all of the obligations of the Landowner set forth in this Agreement for the stormwater management facilities on the Property upon each transfer of Common Elements (as said term is defined in the Homeowners' Association Declaration for the residential development ("Declaration")) containing BMP(s) from the Declarant (as said term is defined in the Declaration) to the Homeowners' Association.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as their successors and assigns.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

ATTEST/WITNESS:

LANDOWNER  
TOLL PA XV, L.P., a Pennsylvania  
Limited partnership  
By: TOLL PA GP CORP., a Pennsylvania  
corporation, its general partner

---

BY: \_\_\_\_\_

Name:  
Title:

ATTEST:

BOARD OF SUPERVISORS OF  
UPPER UWCHLAN TOWNSHIP

---

BY: \_\_\_\_\_

Kevin C. Kerr, Chairperson

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public, the undersigned officer, personally appeared, \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of **TOLL PA GP CORP**, a Pennsylvania corporation, general partner of **TOLL PA XV, L.P.**, a Pennsylvania limited partnership and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

---

Notary Public

(Notarial Seal)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : ss  
: :

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

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

---

Notary Public

(Notarial Seal)

My Commission Expires:

## APPENDIX "A"





**DLHowell**  
Civil Engineering  
Land Planning  
Environmental  
[www.DLHowell.com](http://www.DLHowell.com)

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1250 Wright Lane  
West Chester, PA 19380  
Phone: (484) 814-3000

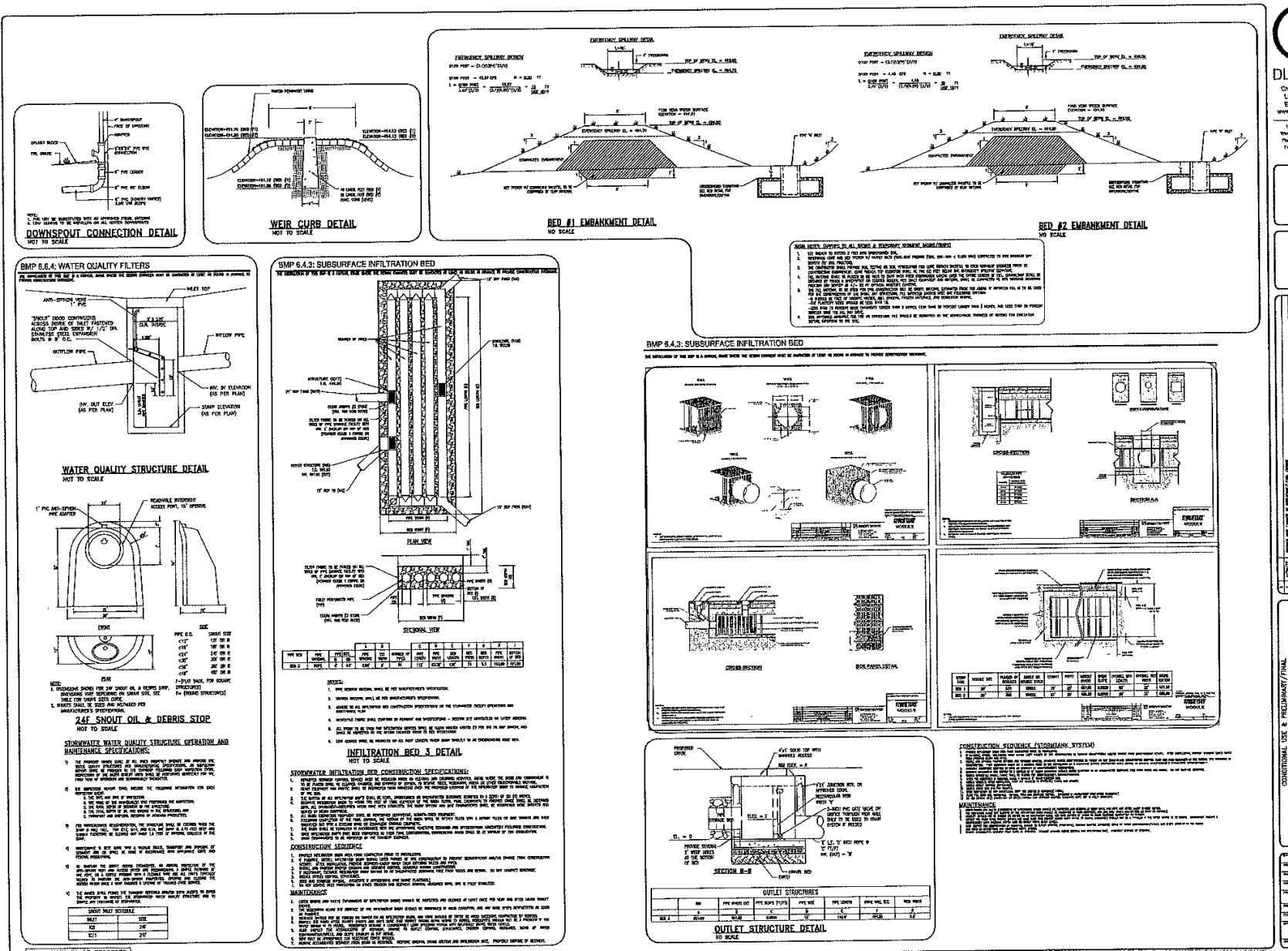
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CONDITIONAL USE & PRELIMINARY/FINAL  
PCSYHA NOTES & DETAILS





# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

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

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **Pennsylvania Drive Engineering Proposal**  
**McMahon Associates**

**DATE:** **July 13, 2017**

---

Attached for your review and consideration is an engineering proposal for work to assess, in detail, the condition of Pennsylvania Drive (Eagleview) and then develop bid documents to be used for a cold-in-place recycling and overlay restoration project. This engineering is the first step in a collaborative effort between the Township and Hankin to reconstruct and beautify Pennsylvania Drive via the installation of center islands, landscaping and finally cold-in-place recycling and asphalt overlay. The results of the engineering will be shared with the BOS to include results of roadway analysis, design, a two-party agreement (Township and Hankin) detailing the collaborative project, and finally bid documents.

**I would respectfully request that the BOS approve the attached proposal from McMahon, in the amount of \$15,708, to provide engineering services for the Pennsylvania Drive reconstruction project.**



McMAHON ASSOCIATES, INC.

840 Springdale Drive

Exton, PA 19341

p 610-594-9995 | f 610-594-9565

**PRINCIPALS**

Joseph W. McMahon, P.E.

Joseph J. DeSantis, P.E., PTOE

John S. DePalma

William T. Steffens

Casey A. Moore, P.E.

Gary R. McNaughton, P.E., PTOE

**ASSOCIATES**

John J. Mitchell, P.E.

Christopher J. Williams, P.E.

R. Trent Ebersole, P.E.

Matthew M. Kozsuk, P.E.

Maureen Chlebek, P.E., PTOE

Dean A. Carr, P.E.

June 2, 2017

Cary Vargo, Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

RE: Proposal for Engineering Services  
Pennsylvania Drive Pavement Rehabilitation Project  
Upper Uwchlan Township, Chester County, PA  
McMahon Project No. 817471

Dear Mr. Vargo:

McMahon Associates, Inc. is pleased to submit this proposal to provide engineering services for the above referenced project. The specific scope of services for these tasks are summarized as follows:

*Scope of Services*

**Task 1 – Pavement Design**

This task includes performing pavement core borings, subgrade soil testing, design analysis for the cold-in-place recycling and overlay pavement section. This work will include working with Mike Polak from Asphalt Paving Systems for the development of the paving specifications for the project. Ingram Engineering will complete the pavement core borings, subgrade soil testing for the project.

**Task 2 – Preparation of Bid Documents**

The specific work to be completed for this task includes preparation of all general and technical specifications and special provisions required to complete the bidding documents. The specifications will be in accordance with PennDOT's Publication 408 and any applicable Township standards. Other bidding tasks to be completed by our office will include preparation of the legal advertisement for prospective bidders for placement in the local newspaper, issuance of any addenda to prospective bidders (if necessary), responding to contractor questions, conducting bid opening and evaluating bids, and recommendation to the Township on bid award. McMahon will also estimate bidding quantities and provide the Township with .PDF files of all plans, specifications and bidding documents for use with Pennsylvania's electronic document and bid management program, PennBid. This task includes response to contractor questions during the bidding phase, review and evaluation of bids,

recommendation to the Township on bid award, issuance of Notice of Award and Notice to Proceed letters to the contractor.

**Meetings** – All meetings and conference calls will be provided on a time-and-materials basis, per the attached Standard Provisions for Professional Services.

### *Schedule*

We are prepared to initiate work on this project upon receipt of written authorization to proceed. We anticipate completing the work so that the Township can advertise for bid before the end of the summer.

### *Fee*

Based on the scope of services described above, our fee for the above tasks is as follows:

Task 1 – Pavement Design.....	\$ 2,500
Task 2 – Preparation of Bid Documents .....	\$ 5,000
Ingram Engineering (Pavement Testing) .....	\$ 8,208
<b>TOTAL.....</b>	<b>\$ 15,708</b>

This fee excludes an estimate of out-of-pocket expenses, including reproduction, plotting, graphics, and reimbursement of personal automobile usage, which will be billed separately in accordance with our agreed upon Provisions for Professional Services. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. Supplemental services not specifically described above, including but not limited to engineering re-design, environmental studies and permitting, construction stakeout and construction administration and inspection are not included in the scope of this proposal, but will be provided, as necessary and as authorized, on a time-and-materials basis. Please refer to our agreed upon Provisions for Professional Services.

### *Conditions*

This agreement and Exhibits hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended, or waived in any manner, except in a writing signed by all of the parties hereto. The conditions of this agreement call for the execution of this contract with the understanding that **invoices for services will be submitted monthly and are payable within 30 days of issuance**. All projects with overdue invoices exceeding 90 days will be subject to a stoppage of all work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees. If the terms of this contract, as contained herein,

Mr. Cary Vargo

June 21, 2017

Page 3 of 3

and in the agreed upon Provisions for Professional Services are agreeable to you, please execute the agreement below in the space provided and return one signed copy to our office.

If you should have any questions, or require further information, please feel free to contact us. We are very excited about this wonderful project and look forward to working with the Township.

Respectfully,



Steve Giampaolo, P.E.

Senior Project Manager

SCG/

**Accepted for Upper Uwchlan Township by:**

**I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.**

By: \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Printed Name of Authorized Representative)

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

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

Please provide your Accounts Payable contact information:

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

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

In the space below, please provide any details, including the date invoices are due each month for prompt payment:

**MCMAHON ASSOCIATES, INC.**  
**STANDARD PROVISIONS FOR PROFESSIONAL SERVICES**  
**UPPER UWCHLAN TOWNSHIP**  
**2016**

**SERVICES**

McMahon Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon Associates, Inc. staff to this project computed to the nearest one-half hour.

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATES</u></b>
Senior Project Manager	\$155 to \$175
Project Manager/Survey Chief	\$130 to \$155
Senior Project Engineer	\$120 to \$130
Project Engineer	\$95 to \$120
Staff Engineer	\$85 to \$95
Technician/Word Processor/Survey Tech	\$65 to \$85

**TERMS**

1. ***Invoices*** – Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon Associates, Inc. within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. ***Rates*** – Principal and Associate time will be billed at a rate of \$195 per hour, when involvement is requested by the client, or project needs dictate.
3. ***Confidentiality*** – Technical and pricing information in this proposal is the confidential and proprietary property of McMahon Associates, Inc. and is not to be disclosed or made available to third parties without the written consent of McMahon Associates, Inc.
4. ***Commitments*** – Fee and schedule commitments will be subject to renegotiation for delays caused by the client's failure to provide specified facilities or information, or any other unpredictable occurrences.
5. ***Expenses*** – Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include subconsultants, reproduction, postage, graphics, reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long distance phone charges between McMahon Associates offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
6. ***Attorney's Fees*** – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees at both the trial and appellate levels.
7. ***Ownership and Use of Documents*** – All original drawings and information are to remain the property of McMahon Associates Inc. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
8. ***Insurance*** – McMahon Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
9. ***Termination*** – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
10. ***Binding Status*** – The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** Board of Supervisors

**FROM:** Cary B. Vargo  
Township Manager

**RE:** Floodplain Management Regulations

**DATE:** July 13, 2017

---

Attached for your consideration is an updated Floodplain Management Ordinance. This ordinance was a requirement of FEMA's updated floodplain determinations/mapping and is currently only applicable to properties adjacent to the East Branch of the Brandywine Creek (as depicted in the attached map). This ordinance was reviewed by Township staff and engineering consultants and has been through various iterations. This ordinance was not reviewed by the Township's Planning Commission due to the administrative nature of the decisions available to Township staff (flexibility was in procedural aspects of the proposed ordinance).

The intent of the ordinance is to ensure the health, safety, and welfare of the community; encourage appropriate construction practices to minimize future flood damage, protect the water supply, minimize future financial losses due to flood damage, and to comply with federal and state regulations as they relate to floodplain management.

Highlights of the contents of the ordinance include:

- ✓ The ordinance designates the Codes Director as the Floodplain Administrator with the Building Inspector acting in his absence.
- ✓ Permits are required for construction activity within the floodplain and this ordinance details the review process required to obtain such permits.

- ✓ Identification of floodplain areas (subject to revision)
  - Special Flood Hazard Areas (SFHA) in the Flood Insurance Study (FIS)
  - Flood Insurance Rate Map (FIRM)
- ✓ Technical Provisions
  - Residential
  - Non-Residential
  - Historic Structures
  - Drainage Facilities
  - Utilities, i.e. sewer
  - Streets
- ✓ Variance Procedures
- ✓ Definitions

**I would respectfully request that the BOS authorize advertisement of the attached ordinance with adoption expected in August, 2017.**

**UPPER UWCHLAN  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF UPPER UWCHLAN TOWNSHIP WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

#### **ARTICLE I. STATUTORY AUTHORIZATION**

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Board of Supervisors of Upper Uwchlan Township does hereby order as follows.

#### **ARTICLE II. GENERAL PROVISIONS**

##### **Section 2.01 Intent**

The intent of this Ordinance is to:

- A. Promote the general health, welfare, and safety of the community.
- B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.
- C. Minimize danger to public health by protecting water supply and natural drainage.
- D. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.
- E. Comply with federal and state floodplain management requirements.

##### **Section 2.02 Applicability**

It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development within areas of Upper Uwchlan Township which are subject to flooding unless a Permit has been obtained from the Floodplain Administrator.

### Section 2.03 Abrogation and Greater Restrictions

This ordinance supersedes any other conflicting provisions which may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this Ordinance, the more restrictive shall apply.

### Section 2.04 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

### Section 2.05 Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this Ordinance is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that areas outside any identified floodplain areas, or that land uses permitted within such areas will be free from flooding or flood damages.

This Ordinance shall not create liability on the part of Upper Uwchlan Township or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

## ARTICLE III. ADMINISTRATION

### Section 3.01 Designation of the Floodplain Administrator

The Code Administrator / Zoning Officer is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the Building Inspector.

## Section 3.02 Permits Required

### Section 3.03 A Permit shall be required before any construction or development is undertaken within any area of Upper Uwchlan Township. Duties and Responsibilities of the Floodplain Administrator

- A. The Floodplain Administrator shall issue a Permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.
- B. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.
- C. In the case of existing structures, prior to the issuance of any Permit, the Floodplain Administrator shall review the proposed cost of improvements or repairs and the pre-improvement market value of the structure, so that a substantial improvement/substantial damage determination can be made, in accordance with FEMA's Substantial Improvement/Substantial Damage Desk Reference.
- D. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the history of repairs to the subject building, so that any cumulative substantial damage concerns can be addressed before the permit is issued.
- E. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.
- F. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.
- G. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Board of Supervisors for whatever action it considers necessary.
- H. The Floodplain Administrator shall maintain in perpetuity, or for the lifetime of the

structure, all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.

- I. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program as requested.
- J. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the Floodplain Administrator.
- K. The Floodplain Administrator shall consider the requirements of the 34 PA Code and the 2009 IBC and the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania.

#### Section 3.04 Application Procedures and Requirements

- A. Application for such a Permit shall be made, in writing, to the Floodplain Administrator on forms supplied by Upper Uwchlan Township. Such application shall contain the following:
  1. Name and address of applicant.
  2. Name and address of owner of land on which proposed construction is to occur.
  3. Name and address of contractor.
  4. Site location including address.
  5. Listing of other permits required.
  6. Brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate.
  7. A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.
- B. If any proposed construction or development is located entirely or partially within any identified floodplain area, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:
  1. all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
  2. all utilities and facilities, such as sewer, gas, electrical and water systems are

located and constructed to minimize or eliminate flood damage;

3. adequate drainage is provided so as to reduce exposure to flood hazards;
4. structures will be anchored to prevent floatation, collapse, or lateral movement;
5. building materials are flood-resistant;
6. appropriate practices that minimize flood damage have been used; and
7. electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.

C. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above determination:

1. A completed Permit Application Form.
2. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to fifty (50) feet or less, showing the following:
  - a. north arrow, scale, and date;
  - b. topographic contour lines;
  - c. the location of all existing and proposed buildings, structures, utilities, and other improvements, including the location of any existing or proposed subdivision and development;
  - d. the location of all existing and proposed streets, drives, and other access ways; and
  - e. the elevation of the base flood;
  - f. on and within fifty (50) feet of the site the location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities.
3. Plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:
  - a. the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;
  - b.

- c. supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania.

4. The following data and documentation:

- a. detailed information concerning any proposed floodproofing measures and corresponding elevations.
- b. if available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood.
- c. documentation, certified by a registered professional engineer, to show that the cumulative effect of any proposed development within any Identified Floodplain Area (See Section 4.01) when combined with all other existing development, will not cause any increase in the base flood elevation.
- d. a document, certified by a registered professional engineer, which states that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact and uplift forces associated with the base flood.

Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development.

- e. detailed information needed to determine compliance with Section 5.03 F., Storage, and Section 5.04, Development Which May Endanger Human Life, including:
  - i. the amount, location and purpose of any materials or substances referred to in Sections 5.03 F. and 5.04 which are intended to be used, produced, stored or otherwise maintained on site.
  - ii. a description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances listed in Section 5.04 during a base flood.
- f. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development."
- g. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

D. Applications for Permits shall be accompanied by a fee, payable to the municipality based

upon the Schedule of Fees, as approved by the Board of Supervisor's annually.

### Section 3.05 Review of Application by Others

A copy of all plans and applications for any proposed construction or development in any identified floodplain area to be considered for approval may be submitted by the Floodplain Administrator to any other appropriate agencies and/or individuals (e.g. planning commission, municipal engineer, etc.) for review and comment.

### Section 3.06 Changes

After the issuance of a Permit by the Floodplain Administrator, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Floodplain Administrator. Requests for any such change shall be in writing, and shall be submitted by the applicant to Floodplain Administrator for consideration.

### Section 3.07 Placards

In addition to the Permit, the Floodplain Administrator shall issue a placard, or similar document, which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and be signed by the Floodplain Administrator.

### Section 3.08 Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the Permit. Work shall also be completed within twelve (12) months after the date of issuance of the Permit or the Permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The issuance of the Permit does not confer/grant/imply any zoning approval.

The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first, alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, who sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request and the original permit is compliant with the ordinance & FIRM/FIS in effect at the time the extension is granted.

## Section 3.09 Enforcement

### A. Notices

Whenever the Floodplain Administrator or other authorized municipal representative determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Ordinance, or of any regulations adopted pursuant thereto, the Floodplain Administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

1. be in writing;
2. include a statement of the reasons for its issuance;
3. allow a reasonable time not to exceed a period of thirty (30) days for the performance of any act it requires;
4. be served upon the property owner or his agent as the case may require; provided, however, that such notice or order shall be deemed to have been properly served upon such owner or agent when a copy thereof has been served with such notice by any other method authorized or required by the laws of this State;
5. contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this Ordinance.

### B. Penalties

Any person who fails to comply with any or all of the requirements or provisions of this Ordinance or who fails or refuses to comply with any notice, order or direction of the Floodplain Administrator or any other authorized employee of the municipality shall be guilty of a an offense and upon conviction shall pay a fine to Upper Uwchlan Township, of not less than Twenty-five Dollars (\$25.00) nor more than Six Hundred Dollars (\$600.00) plus costs of prosecution. In default of such payment, such person shall be imprisoned in county prison for a period not to exceed ten (10) days. Each day during which any violation of this Ordinance continues shall constitute a separate offense. In addition to the above penalties all other actions are hereby reserved including an action in equity for the proper enforcement of this Ordinance. The imposition of a fine or penalty for any violation of, or noncompliance with this Ordinance shall not excuse the violation or noncompliance or permit it to continue. All such persons shall be required to correct or remedy such violations and noncompliance within a reasonable time. Any development initiated or any structure or building constructed, reconstructed, enlarged, altered, or relocated, in noncompliance with this Ordinance may be declared by the Board of Supervisors to be a public nuisance and abatable as such.

## Section 3.10 Appeals

### A. Any person aggrieved by any action or decision of the Floodplain Administrator

concerning the administration of the provisions of this Ordinance, may appeal to the Zoning Hearing Board. Such appeal must be filed, in writing, within thirty (30) days after the decision, determination or action of the Floodplain Administrator.

- B. Upon receipt of such appeal the Zoning Hearing Board shall consider the appeal in accordance with the Municipal Planning Code and any other local ordinance.
- C. Any person aggrieved by any decision of the Zoning Hearing Board may seek relief therefrom by appeal to court, as provided by the laws of this State including the Pennsylvania Flood Plain Management Act.

## ARTICLE IV. IDENTIFICATION OF FLOODPLAIN AREAS

### Section 4.01 Identification

The identified floodplain area shall be:

- A. any areas of Upper Uwchlan Township, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Maps (FIRMs) dated September 29, 2017 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study.

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by Upper Uwchlan Township and declared to be a part of this ordinance.

### Section 4.02 Description and Special Requirements of Identified Floodplain Areas

The identified floodplain area shall consist of the following specific areas:

- A. The Floodway Area shall be those areas identified in the FIS and the FIRM as floodway and which represent the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS and FIRM.
  - 1. Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development permitted per any current Township Ordinance shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
  - 2. Within any floodway area, no new construction or development otherwise permitted per any current Township Ordinance shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

B. The AE Area/District shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided.

1. The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided and a floodway has been delineated.
2. AE Area without floodway shall be those areas identified as an AE zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided but no floodway has been determined.
  - i. No permit shall be granted within any AE Zone without floodway, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed development together with all other existing and anticipated development, would not result in an increase in flood levels within the entire community during the occurrence of the base flood discharge.

C. The A Area/District shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no base flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. Where other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site.

In lieu of the above, the municipality may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the municipality. In the absence of any of the above data or documentation, the community may require elevation of the lowest floor to be at least three feet above the highest adjacent grade.

D. No new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, except as permitted by Zoning Ordinance or herein, and after obtaining any required permit from the Department of Environmental Protection Regional Office.

#### Section 4.03 Changes in Identification of Area

The Identified Floodplain Area may be revised or modified by the Board of Supervisors where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after

the date such information becomes available, a community shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data. See 5.01 (B) for situations where FEMA notification is required.

#### Section 4.04 Boundary Disputes

Should a dispute concerning any identified floodplain boundary arise, an initial determination shall be made by Floodplain Administrator, and any party aggrieved by this decision or determination may appeal to the Board of Supervisors. The burden of proof shall be on the appellant.

#### Section 4.05 Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the community shall review flood hazard data affecting the lands subject to boundary changes. The community shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in CFR 44 60.3.

### ARTICLE V. TECHNICAL PROVISIONS

#### Section 5.01 General

##### A. Alteration or Relocation of Watercourse

1. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified via certified mail by the applicant proposing such modification prior to such proposed alterations, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office.
2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.
3. In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.

##### B. When Upper Uwchlan Township proposes to permit the following encroachments:

- any development that causes a rise in the base flood elevations within the floodway; or
- any development occurring in Zone AE without a designated floodway, which will cause a rise of more than one foot in the base flood elevation; or
- alteration or relocation of a stream (including but not limited to installing culverts and bridges)

the applicant shall (as per 44 CFR Part 65.12):

1. Apply to FEMA for conditional approval of such action prior to permitting the encroachments to occur.
2. Upon receipt of the FEMA Administrator's conditional approval of map change and prior to approving the proposed encroachments, a community shall provide evidence to FEMA of the adoption of floodplain management ordinances incorporating the increased base flood elevations and / or revised floodway reflecting the post-project condition.
3. Upon completion of the proposed encroachments, the applicant shall provide as-built certifications to Upper Uwchlan Township and to FEMA. FEMA will initiate a final map revision upon receipt of such certifications in accordance with 44 CFR Part 67.

C. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this Ordinance and any other applicable codes, ordinances and regulations.

D. Within any Identified Floodplain Area, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse except as permitted by Zoning Ordinance or herein.

## Section 5.02 Elevation and Floodproofing Requirements

Within any Identified Floodplain Area any new construction or substantial improvements shall be prohibited. If a variance is obtained for new construction or substantial improvements in the Identified Floodplain Area in accordance with the criteria in Article VIII and from Article XIII in the Zoning Ordinance, then the following provisions apply:

### A. Residential Structures

1. In AE Zone, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation.
2. In A Zones, and/or where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation determined in accordance with Section 4.02.C of this ordinance.
3. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the latest edition thereof adopted by the Commonwealth of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

## B. Non-residential Structures

1. In AE Zone, any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation, or be designed and constructed so that the space enclosed below the Regulatory Flood Elevation:
  - a. is floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and,
  - b. has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
2. In A Zones, and/or where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed up to, or above, the Regulatory Flood Elevation determined in accordance with Section 4.02.C of this ordinance.
3. Any non-residential structure, or part thereof, made watertight below the Regulatory Flood Elevation shall be floodproofed in accordance with the W1 or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.
4. Any non-residential structure that will be floodproofed must submit the following to the Floodplain Administrator along with the non-residential Floodproofing Certificate and prior to the issuance of the Certificate of Occupancy:
  - a. An Inspection and Maintenance Plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:
    1. Mechanical equipment such as sump pumps and generators,
    2. Flood shields and closures,
    3. Walls and wall penetrations, and
    4. Levees and berms (as applicable)
  - b. Flood Emergency Operation Plan detailing the procedures to be followed

during a flooding event, and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must produce the plan. An adequate plan must include the following:

1. An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.
2. A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.
3. A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.
4. An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.
5. A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.

C. Space below the lowest floor

1. Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.
2. Designs for meeting this requirement must either be certified by a registered

professional engineer or architect, or meet or exceed the following minimum criteria:

- a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space installed on two (2) separate walls
- b. the bottom of all openings shall be no higher than one (1) foot above grade.
- c. openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

#### D. Historic Structures

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

### Section 5.03 Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

#### A. Fill

Within any Identified Floodplain Area the use of fill shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII and from Article XIII in the Zoning Ordinance, then the following provisions apply:

If fill is used, it shall:

- a. extend laterally at least fifteen (15) feet beyond the building line from all points;
- b. consist of soil or small rock materials only - Sanitary Landfills shall not be permitted;
- c. be compacted to provide the necessary permeability and resistance to erosion, scouring, or settling;
- d. be no steeper than one (1) vertical to two (2) horizontal feet unless substantiated data justifying steeper slopes are submitted to, and approved by the Floodplain Administrator; and

- e. be used to the extent to which it does not adversely affect adjacent properties.

#### B. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall ensure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

#### C. Water and Sanitary Sewer Facilities and Systems

1. All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.
2. Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.
3. No part of any on-site waste disposal system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.
4. The design and construction provisions of the UCC and FEMA #348, “Protecting Building Utilities From Flood Damages” and “The International Private Sewage Disposal Code” shall be utilized.

#### D. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

#### E. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

#### F. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and not listed in Section 5.04, Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or floodproofed to the maximum extent possible.

#### G. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the

minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

#### H. Anchoring

1. All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.
2. All air ducts, large pipes, storage tanks, and other similar objects or components located below the Regulatory Flood Elevation shall be securely anchored or affixed to prevent flotation.

#### I. Floors, Walls and Ceilings

1. Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.
2. Plywood used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.
3. Walls and ceilings at or below the Regulatory Flood Elevation shall be designed and constructed of materials that are "water-resistant" and will withstand inundation.
4. Windows, doors, and other components at or below the Regulatory Flood Elevation shall be made of metal or other "water-resistant" material.

#### J. Paints and Adhesives

1. Paints and other finishes used at or below the Regulatory Flood Elevation shall be of "marine" or "water-resistant" quality.
2. Adhesives used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.
3. All wooden components (doors, trim, cabinets, etc.) used at or below the Regulatory Flood Elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

#### K. Electrical Components

1. Electrical distribution panels shall be at least three (3) feet above the base flood elevation.
2. Separate electrical circuits shall serve lower levels and shall be dropped from above.

## L. Equipment

1. Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation and shall be anchored to resist floatation, collapse, and lateral movement
2. Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.

## M. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

## N. Uniform Construction Code Coordination

The Standards and Specifications contained in 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive and supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest revision thereof as adopted by the Commonwealth of Pennsylvania:

Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest revision thereof as adopted by the Commonwealth of Pennsylvania:

Secs. R104, R105, R109, R322, Appendix E, and Appendix J.

## Section 5.04 Development Which May Endanger Human Life

Within any Identified Floodplain Area, any structure of the kind described in Subsection A., below, shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII and from Article XIII in the Zoning Ordinance, then the following provisions apply: (5.04 B, C, & D)

A. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:

1. will be used for the production or storage of any of the following dangerous materials or substances; or,
2. will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous

materials or substances on the premises; or,

3. will involve the production, storage, or use of any amount of radioactive substances;

shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:

- Acetone
- Ammonia
- Benzene
- Calcium carbide
- Carbon disulfide
- Celluloid
- Chlorine
- Hydrochloric acid
- Hydrocyanic acid
- Magnesium
- Nitric acid and oxides of nitrogen
- Petroleum products (gasoline, fuel oil, etc.)
- Phosphorus
- Potassium
- Sodium
- Sulphur and sulphur products
- Pesticides (including insecticides, fungicides, and rodenticides)
- Radioactive substances, insofar as such substances are not otherwise regulated.

- B. Within any Identified Floodplain Area, any new or substantially improved structure of the kind described in Subsection A., above, shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
- C. Within any Floodway Area, any structure of the kind described in Subsection A., above, shall be prohibited. Where permitted within any Identified Floodplain Area, any new or substantially improved residential structure of the kind described in Section 5.04 (A), above, shall be elevated to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation and built in accordance with Sections 5.01, 5.02 and 5.03.
- D. Where permitted within any Identified Floodplain Area, any new or substantially improved non-residential structure of the kind described in Section 5.04 (A) above, shall be built in accordance with Sections 5.01, 5.02 and 5.03 including:
  1. elevated, or designed and constructed to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation, and
  2. designed to prevent pollution from the structure or activity during the course of a

base flood.

Any such structure, or part thereof, that will be built below the Regulatory Flood Elevation shall be designed and constructed in accordance with the standards for completely dry floodproofing contained in the publication "Flood-Proofing Regulations (U.S. Army Corps of Engineers, June 1972 as amended March 1992), or with some other equivalent watertight standard.

#### Section 5.05 Special Requirements for Subdivisions and Land Development

All subdivision proposals and Land development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in Identified Floodplain Areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR). Submittal requirements and processing fees shall be the responsibility of the applicant.

#### Section 5.06 Special Requirements for Manufactured Homes

- A. Within any Identified Floodplain Area manufactured homes shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII and from Article XIII in the Zoning Ordinance, then the following provisions apply:
  - B. Within any Identified Floodplain Area manufactured homes shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
  - C. Where permitted by variance within any Identified Floodplain Area, all manufactured homes, and any improvements thereto, shall be:
    1. placed on a permanent foundation;
    2. elevated so that the lowest floor of the manufactured home is at least one and one half (1½) feet above base flood elevation;
    3. and anchored to resist flotation, collapse, or lateral movement.
- D. Equipment requirement:
  1. Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation and shall be anchored to resist floatation, collapse, and lateral improvement.
  2. Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.
- E. Installation of manufactured homes shall be done in accordance with the manufacturers' installation instructions as provided by the manufacturer. Where the applicant cannot

provide the above information, the requirements of Appendix E of the 2009 “International Residential Building Code” or the “U.S. Department of Housing and Urban Development’s Permanent Foundations for Manufactured Housing,” 1984 Edition, draft or latest revision thereto and 34 PA Code Chapter 401-405 shall apply.

- F. Consideration shall be given to the installation requirements of the 2009 IBC, and the 2009 IRC or the latest revision thereto as adopted by the Commonwealth of Pennsylvania, and 34 PA Code, as amended where appropriate and/or applicable to units where the manufacturers’ standards for anchoring cannot be provided or were not established for the proposed unit(s) installation.

#### Section 5.07 Special Requirements for Recreational Vehicles

Within any Identified Floodplain Area recreational vehicles shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII and from Article XIII in the Zoning Ordinance, then the following provisions apply:

- A. Recreational vehicles in Zones A and AE must either:

- 1. be on the site for fewer than 180 consecutive days, and
- 2. be fully licensed and ready for highway use,

or

- 3. meet the permit requirements for manufactured homes in Section 5.06.

### ARTICLE VI. ACTIVITIES REQUIRING SPECIAL PERMITS

#### Section 6.01 General

In accordance with the administrative regulations promulgated by the Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following activities shall be prohibited within any Identified Floodplain Area unless a Special Permit has been issued by Upper Uwchlan Township:

- A. The commencement of any of the following activities; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:
  - 1. Hospitals
  - 2. Nursing homes
  - 3. Jails or prisons
- B. The commencement of, or any construction of, a new manufactured home park or manufactured home subdivision, or substantial improvement to an existing manufactured home park or manufactured home subdivision.

## Section 6.02 Application Requirements for Special Permits

Applicants for Special Permits shall provide five copies of the following items:

- A. A written request including a completed Permit Application Form.
- B. A small scale map showing the vicinity in which the proposed site is located.
- C. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to fifty (50) feet or less, showing the following:
  1. north arrow, scale and date;
  2. topography based upon the North American Vertical Datum (NAVD) of 1988, showing existing and proposed contours at intervals of two (2) feet;
  3. all property and lot lines including dimensions, and the size of the site expressed in acres or square feet;
  4. the location of all existing streets, drives, other access ways, and parking areas, with information concerning widths, pavement types and construction, and elevations;
  5. the location of any existing bodies of water or watercourses, buildings, structures and other public or private facilities, including railroad tracks and facilities, and any other natural and man-made features affecting, or affected by, the proposed activity or development;
  6. the location of the floodplain boundary line, information and spot elevations concerning the base flood elevation, and information concerning the flow of water including direction and velocities;
  7. the location of all proposed buildings, structures, utilities, and any other improvements; and
  8. any other information which the municipality considers necessary for adequate review of the application.
- D. Plans of all proposed buildings, structures and other improvements, clearly and legibly drawn at suitable scale showing the following:
  1. sufficiently detailed architectural or engineering drawings, including floor plans, sections, and exterior building elevations, as appropriate;
  2. for any proposed building, the elevation of the lowest floor (including basement) and, as required, the elevation of any other floor;
  3. complete information concerning flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the base flood;

4. detailed information concerning any proposed floodproofing measures, including the Flood Emergency Operation Plan and the Inspection and Maintenance Plan;
5. cross section drawings for all proposed streets, drives, other accessways, and parking areas, showing all rights-of-way and pavement widths;
6. profile drawings for all proposed streets, drives, and vehicular accessways including existing and proposed grades; and
7. plans and profiles of all proposed sanitary and storm sewer systems, water supply systems, and any other utilities and facilities.

E. The following data and documentation:

1. certification from the applicant that the site upon which the activity or development is proposed is an existing separate and single parcel, owned by the applicant or the client he represents;
2. certification from a registered professional engineer, architect, or landscape architect that the proposed construction has been adequately designed to protect against damage from the base flood;
3. a statement, certified by a registered professional engineer, architect, landscape architect, or other qualified person which contains a complete and accurate description of the nature and extent of pollution that might possibly occur from the development during the course of a base flood, including a statement concerning the effects such pollution may have on human life;
4. a statement certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the effects the proposed development will have on base flood elevation and flows;
5. a statement, certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the kinds and amounts of any loose buoyant materials or debris that may possibly exist or be located on the site below the base flood elevation and the effects such materials and debris may have on base flood elevation and flows;
6. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development;"
7. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection to implement and maintain erosion and sedimentation control;
8. any other applicable permits such as, but not limited to, a permit for any activity regulated by the Department of Environmental Protection under Section 302 of Act 1978-166; and

9. an evacuation plan which fully explains the manner in which the site will be safely evacuated before or during the course of a base flood.

### Section 6.03 Application Review Procedures

Upon receipt of an application for a Special Permit by Upper Uwchlan Township the following procedures shall apply in addition to those of Article III:

- A. Within three (3) working days following receipt of the application, a complete copy of the application and all accompanying documentation shall be forwarded to the County Planning Commission by registered or certified mail for its review and recommendations. Copies of the application shall also be forwarded to Upper Uwchlan Township Planning Commission and Upper Uwchlan Engineer for review and comment.
- B. If an application is received that is incomplete, Upper Uwchlan Township shall notify the applicant in writing, stating in what respect the application is deficient.
- C. If Upper Uwchlan Township decides to disapprove an application, it shall notify the applicant, in writing, of the reasons for the disapproval.
- D. If Upper Uwchlan Township approves an application, it shall file written notification, together with the application and all pertinent information, with the Department of Community and Economic Development, by registered or certified mail, within five (5) working days after the date of approval.
- E. Before issuing the Special Permit, Upper Uwchlan Township shall allow the Department of Community and Economic Development thirty (30) days, after receipt of the notification by the Department, to review the application and decision made by Upper Uwchlan Township.
- F. If Upper Uwchlan Township does not receive any communication from the Department of Community and Economic Development during the thirty (30) day review period, it may issue a Special Permit to the applicant.
- G. If the Department of Community and Economic Development should decide to disapprove an application, it shall notify Upper Uwchlan Township and the applicant, in writing, of the reasons for the disapproval, and Upper Uwchlan Township shall not issue the Special Permit.

### Section 6.04 Special Technical Requirements

- A. In addition to the requirements of Article V of this Ordinance, the following minimum requirements shall also apply to any proposed development requiring a Special Permit. If there is any conflict between any of the following requirements and those in Article V of this Ordinance or in any other code, ordinance, or regulation, the more restrictive provision shall apply.
- B. No application for a Special Permit shall be approved unless it can be determined that the

structure or activity will be located, constructed and maintained in a manner which will:

1. Fully protect the health and safety of the general public and any occupants of the structure. At a minimum, all new structures shall be designed, located, and constructed so that:
  - a. the structure will survive inundation by waters of the base flood without any lateral movement or damage to either the structure itself, or to any of its equipment or contents below the BFE.
  - b. the lowest floor (including basement) will be elevated to at least one and one half (1 1/2) feet above base flood elevation.
  - c. the occupants of the structure can remain inside for an indefinite period of time and be safely evacuated at any time during the base flood.
2. Prevent any significant possibility of pollution, increased flood levels or flows, or debris endangering life and property.

All hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by Upper Uwchlan Township and the Department of Community and Economic Development.

## ARTICLE VII EXISTING STRUCTURES IN IDENTIFIED FLOODPLAIN AREAS

### Section 7.01 Existing Structures

The provisions of this Ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to any existing structure, the provisions of Section 7.02 shall apply.

### Section 7.02 Improvements

The following provisions shall apply whenever any improvement is made to an existing structure located within any Identified Floodplain Area:

- A. No expansion or enlargement of an existing structure shall be allowed within any Identified Floodplain Area that would cause any increase in BFE. In A Area/District(s), BFEs are determined using the methodology in Section 4.02 C.
- B. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this Ordinance.
- C. The above activity shall also address the requirements of the 34 PA Code, as amended and

the 2009 IBC and the 2009 IRC or most recent revision thereof as adopted by the Commonwealth of Pennsylvania.

- D. Within any Floodway Area/District (See Section 4.02 A), no new construction or development otherwise permitted per any current Township Ordinance shall be allowed, unless and until any appropriate permit is obtained from the Department of Environmental Protection Regional Office
- E. Within any AE Area/District without Floodway (See Section 4.02 B), no new construction or development otherwise permitted per any current Township Ordinance shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, and until all appropriate permits are obtained from the Department of Environmental Protection Regional Office.
- F. Any modification, alteration, reconstruction, or improvement of any kind that meets the definition of "cumulative substantial damage" shall be undertaken only in full compliance with the provisions of this ordinance.

## ARTICLE VIII VARIANCES

### Section 8.01 General

If compliance with any of the requirements of this Ordinance would result in an exceptional hardship to a prospective builder, developer or landowner, Upper Uwchlan Township Board of Supervisors may, upon request, grant relief from the strict application of the requirements.

### Section 8.02 Variance Procedures and Conditions

Requests for variances shall be considered by Upper Uwchlan Township Zoning Hearing Board in accordance with the procedures contained in Section 3.11 and the following:

- A. No variance shall be granted within any Identified Floodplain Area that would cause any increase in BFE. In A Area/District, BFEs are determined using the methodology in Section 4.02 C.
- B. Except for a possible modification of the Regulatory Flood Elevation requirement involved, no variance shall be granted for any of the other requirements pertaining specifically to development regulated by Special Permit (Article VI) or to Development Which May Endanger Human Life (Section 5.04).
- C. If granted, a variance shall involve only the least modification necessary to provide relief.
- D. In granting any variance, Upper Uwchlan Township Zoning Hearing Board shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Ordinance.
- E. Whenever a variance is granted, Upper Uwchlan Township Zoning Hearing Board shall notify the applicant in writing that:

1. The granting of the variance may result in increased premium rates for flood insurance.
2. Such variances may increase the risks to life and property.

F. In reviewing any request for a variance, Upper Uwchlan Township Zoning Hearing Board shall consider, at a minimum, the following:

1. That there is good and sufficient cause.
2. That failure to grant the variance would result in exceptional hardship to the applicant.
3. That the granting of the variance will
  - a. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,
  - b. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.

G. A complete record of all variance requests and related actions shall be maintained by Upper Uwchlan Township Zoning Hearing Board. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

## ARTICLE IX. DEFINITIONS

### Section 9.01 General

Unless specifically defined below, words and phrases used in this Ordinance shall be interpreted so as to give this Ordinance its' most reasonable application.

### Section 9.02 Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.
2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).
3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).
4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.
5. Basement - any area of the building having its floor below ground level on all sides.
6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.
7. Community – For purposes of this Ordinance shall mean Upper Uwchlan Township.
8. Cumulative substantial damage – flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.
9. Declaration of Land Restriction (Non-Conversion Agreement) - A form signed by the property owner to agree not to convert or modify in any manner that is inconsistent with the terms of the permit and these regulations, certain enclosures below the lowest floor of elevated buildings and certain accessory structures. The form requires the owner to record it on the property deed to inform future owners of the restrictions.
10. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.
11. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the

manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

12. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
13. Flood - a temporary inundation of normally dry land areas.
14. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
15. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
16. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.
17. Floodproofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
18. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
19. Highest Adjacent Grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
20. Historic structures – any structure that is:
  - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - c. Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or

- d. Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:
  - i. By an approved state program as determined by the Secretary of the Interior or
  - ii. Directly by the Secretary of the Interior in states without approved programs.

21. Identified Floodplain Area- this term is an umbrella term that includes all of the areas within which the community has selected to enforce floodplain regulations. It will always include the area identified as the Special Flood Hazard Area on the Flood Insurance Rate Maps and Flood Insurance Study, but may include additional areas identified by the community. See Sections 4.01 and 4.02 for the specifics on what areas the community has included in the Identified Floodplain Area.

22. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.

23. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.

24. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

25. New construction - structures for which the start of construction commenced on or after the effective start date of this floodplain management ordinance and includes any subsequent improvements to such structures. Any construction started after August 19, 1985 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

26. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

27. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever,

which is recognized by law as the subject of rights and duties.

28. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map (FIRM) dated August 19, 1985, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.
29. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map (FIRM) dated August 19, 1985, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.
30. Recreational vehicle - a vehicle which is:
  - a. built on a single chassis;
  - b. not more than 400 square feet, measured at the largest horizontal projections;
  - c. designed to be self-propelled or permanently towable by a light-duty truck,
  - d. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
31. Regulatory Flood Elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1 ½) feet. The freeboard safety factor also applies to utilities and ductwork.
32. Special permit - a special approval which is required for hospitals, nursing homes, jails, and new manufactured home parks/ subdivisions and substantial improvements to such existing parks, when such development is located in all, or a designated portion of a floodplain.
33. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.
34. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor

does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

35. Structure – a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
36. Subdivision - the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.
37. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.
38. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, of which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" or "cumulative substantial damage" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.
39. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.
40. Variance- A grant of relief by a community from the terms of a floodplain management regulation contained herein.
41. Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development

without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

## ARTICLE X. ENACTMENT

### Section 10.01 Adoption

This Ordinance shall be effective on \_\_\_\_\_ and shall remain in force until modified, amended or rescinded by Upper Uwchlan, Chester County, Pennsylvania.

ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the Board of Supervisors of Upper Uwchlan Township.

BOARD OF SUPERVISORS  
UPPER UWCHLAN TOWNSHIP

ATTEST:

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Gwen A. Jonik, Township Secretary


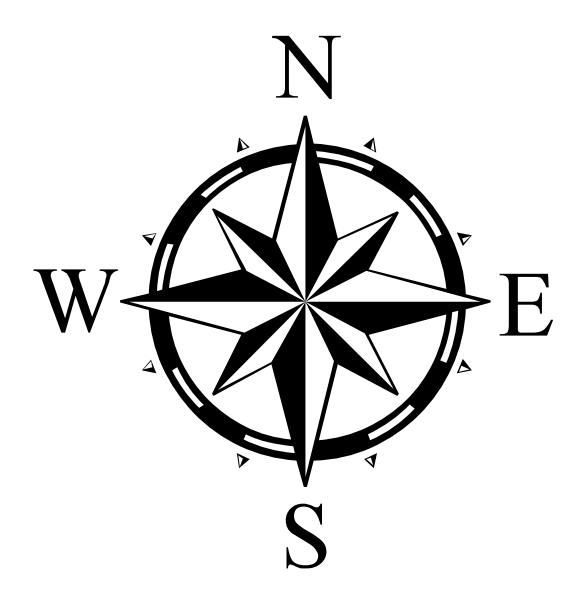
By: \_\_\_\_\_  
Kevin C. Kerr, Chair

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Jamie W. Goncharoff, Vice Chair

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Guy A. Donatelli, Member



#### Legend

- Township Boundary
- Rights of Way
- Stream
- Street Centerlines
- Parcels
- FEMA- Stayed the Same
- FEMA- 2015 Added
- FEMA- 2006 Removed

#### UPPER UWCHLAN TOWNSHIP FEMA Floodplain Map

CHESTER COUNTY, PENNSYLVANIA



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

184 W MAIN STREET, SUITE 300  
TRAPPE, PA 19426

JOB NO: 16-01079T

DATE: FEBRUARY 1, 2016

SCALE: 1" = 800'