



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

December 18, 2017
7:00 p.m.

CONTENTS

Packet Page Number (in red)

• Agenda	1
• Approval of Minutes	
○ Minutes of November 14, 2017	3
○ Minutes of November 20, 2017	7
• Approval of Payments	
○ Check Register	12
• Treasurer's Report	
○ Treasurer's Memo	14
○ Balance Sheet	15
○ Statement of Revenues and Expenditures	17
• Administration Reports	
○ Township Engineer's Report	26
▪ Development Update	27
○ Building and Codes Department Report	30
○ Public Works Department Report	32
• Land Development	
○ Reserve at Chester Springs Escrow Release Request	34
○ Townes at Chester Springs Escrow Release Request	44
○ Route 100 Wastewater Treatment Facility Bond Release	53
○ Marsh Lea Developers Agreements	55
○ Parcel 5C Developers Agreements	123
• Administration	
○ Resolutions	
▪ PECO Green Region Open Space Program	264
▪ 2018 Budget Adoption	273
▪ 2018 Pension Plan	276
▪ 2018 Emergency Service Providers	279
▪ 2018 Fee Schedule	281
○ Jankowski Conditional Use Decision and Order	293
○ Authorization: Writ of Scire Facias – Utility Accounts	321



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING,
CONDITIONAL USE HEARING

AGENDA
DECEMBER 18, 2017
7:00 p.m.

Packet Page 1

- I. CALL TO ORDER
 - A. Salute to the Flag
 - B. Moment of Silence
- II. APPROVAL OF MINUTES:
 - November 14, 2017 Board of Supervisors, Draft 2018 Budget Workshop, Conditional Use Hearing
 - November 20, 2017 Board of Supervisors Meeting
- III. APPROVAL OF PAYMENTS
- IV. TREASURER'S REPORT
- V. SUPERVISORS' REPORT
 - A. An Executive Session is being held December 18, 2017 regarding personnel matters.
 - B. Calendar:
 - December 25, 2017 Office Closed – Christmas Day
 - January 1, 2018 Office Closed -- New Year's Day
 - January 2, 2018 (Tuesday) 7:00 p.m. Board of Supervisors Annual Organization Meeting
 - January 3, 2018 4:00 p.m. Elected Auditors Annual Organization Meeting
 - January 9, 2018 4:00 p.m. Board of Supervisors Workshop
 - January 16, 2018 (Tuesday) 7:00 p.m. Board of Supervisors Meeting,
Conditional Use Hearing – Continuation of Montesano Brothers

Christmas Tree / Yard Waste Collection Dates: December 27, January 3, January 17
Do not use plastic bags; place materials curbside the night before to guarantee collection.
- 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. Reserve at Chester Springs Escrow Release Request – Consider Approval
 - B. Townes at Chester Springs Escrow Release Request – Consider Approval
 - C. Route 100 Wastewater Treatment Facility Phase II - Bond Release – Consider Approval
 - D. Marsh Lea (Moser Builders) Developers Agreements – Consider Approval
 - E. Village at Byers Station (Parcel 5C)(Toll Residential) Developers Agreements – Consider Approval

VIII. ADMINISTRATION

A. Resolutions – Consider Adoption

1. Authorize Submission of PECO Green Open Space Program Grant Application
2. 2018 Budget and Tax Millage Rate
3. 2018 Pension Plan Contribution Rates
 - i. Non-Uniformed Employees
 - ii. Uniformed Employee
4. 2018 Emergency Services Providers
5. 2018 Fee Schedule

B. Black Horse ELU, LLC (Jankowski) Conditional Use Decision & Order – Consider Approval

C. Authorize Filing of Writ of Scire Facias – Utility Accounts

IX. OPEN SESSION

X. CONDITIONAL USE HEARING - Applicant Montesano Brothers **CONTINUED TO JANUARY 16, 2018**

XI. ADJOURNMENT



Upper Uwchlan Township
Board of Supervisors Workshop,
Draft 2018 Budget Workshop,
Conditional Use Hearing
November 14, 2017

4:00 p.m.

Minutes

DRAFT

Packet Page 3

In attendance:

Kevin Kerr, Chair
Jamie Goncharoff, Vice-Chair
Guy Donatelli, Member
Cary Vargo, Township Manager
Shanna Lodge, Assistant Township Manager

Jill Bukata, Treasurer
John DeMarco, Police Chief
Mike Heckman, Public Works Director
Gwen Jonik, Township Secretary

Kevin Kerr called the Workshop to order at 4:06 p.m. The Workshop was held in the Pickering Valley Elementary School. The Limerick Generating Station Emergency Drill was being held in the Township's Public Meeting Room. Supervisor-Elect Sandy D'Amico was in attendance.

449 Milford Road Lot Line Change

Craig Styer and Walt Styer were in attendance to request the Board's approval of a minor subdivision/lot line change, transferring a total of .543 acres between 3 adjacent family-owned parcels. No construction or land development is proposed. Two parcels have dwellings; the third is vacant. The Planning Commission had reviewed the Plan at their October 12, 2017 meeting and recommended approval.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to approve the Final Minor Subdivision Plan known as "Minor Subdivision for 449 Milford Road", as prepared by Edward B. Walsh & Associates, Inc. dated June 30, 2017 and last revised November 7, 2017. The following conditions accompany the approval. The Motion carried unanimously.

1. The plans shall be revised to comply with Gilmore & Associates, Inc. review letter dated November 2, 2017.
2. The plans shall be revised to comply with the Chester County Planning Commission review letter dated November 1, 2017.
3. A waiver from SALDO Section 162-7.A.(1).(e), requiring a restriction from further subdivision for minor subdivision applications, is hereby granted.
4. Waivers from SALDO Sections 162-9.B.(1).(h) and (2).(d).(1,2,3), which require a site analysis and impact plan be provided, are hereby granted.

Act 42 of 2017 Mini-Casinos

Cary Vargo explained that the State passed a Law October 30, 2017 which allows large casinos operating in the State to open a "mini casino" – 300-750 slot machines and up to 40 tables – in the State, outside a 25-mile radius of an existing casino. The host Municipality would receive 50% of the 4% local assessment fee paid by the casino to the State. If a Township does not favor a mini-casino being located within its boundaries, it must adopt and submit a Resolution to the Pennsylvania Gaming Board by December 31, 2017. Mr. Vargo advised this type of business wasn't included in the Township's Comprehensive Plan. Kevin Kerr commented he had read that increased services outweigh the revenue benefit and there are other elements that draw concern. If a Township adopts the Resolution that they don't want a casino located in their boundaries, they have 1 chance in the future to rescind it. Once rescinded, prohibition cannot be

reinstated. The Board will consider adopting a Resolution prohibiting the location of a mini-casino in Upper Uwchlan Township at the November 20 meeting.

Draft 2018 Budget

Cary Vargo highlighted the following topics from the draft 2018 Budget:

Proposed budget – All Funds \$10,307,222; real estate tax rate remains at 1.034 mills; 12.7% increase in operating revenue due to increased earned income tax receipts, real estate tax receipts and building permits; 7.2% increase in operating expenses; 3% salary increase for all non-uniformed personnel and 3% contractual salary increase for uniformed personnel. Personnel are in the median salary range for their positions – they're not in the top 1/3 of the range nor the bottom 1/3. The County real estate tax rate is 4.369 and Downingtown School District is 27.182.

The Water Resource Fund (previously known as the Storm Water Management Fund) includes the repair or replacement of storm water related infrastructure, and Phase 3 of the Water Resource Protection Fee Program that is being considered by the Board. The Board has to approve each step along the way.

The Liquid Fuels Fund will include the reconstruction of Pennsylvania Drive.

Lou Lanzaletto, Park & Recreation Board member, asked if the Township can work with Musco Lighting regarding their estimates for field lights at Hickory Park and inquired of the netting that's to be installed at the field along the Turnpike. Cary Vargo advised we are working with the Turnpike to have that netting installed for the Spring 2018 baseball season. Mr. Lanzaletto commented that GEYA would like to honor local athlete, Pat Krall, by hosting a "Pat Krall Day" next Spring and the Marsh Creek Eagles will use Fellowship Fields the next 3 weekends to host a Pop Warner tournament.

The Capital Fund includes the following projects/equipment: Park Road reconstruction and trail (Phase IV) from Hickory Park to Marsh Creek State Park (\$767,104); Eagle Village pocket park (\$385,000 - Parcel 5C Developer contributing \$206,000); Hickory Park playground re-design and pavilion improvements (\$224,800). The Township has received 3 of 10 property right-of-way/easement agreements for the Park Road trail project; Upland Farms Barn improvements for ADA compliance (\$70,000); hire an architect to design the expansion of the Township Building (\$170,000 -design, engineering, permitting); a new vehicle for Cary Vargo – Shanna Lodge will use Mr. Vargo's current vehicle; multi-function copy machine replacement; Police vehicle replacement (\$38,200); Public Works skid steer w/attachments; an enclosed pole barn for equipment storage; purchase a crew cab pickup truck to be shared with the Authority; new 11' plow, which is wider and taller and used to push snow farther back off of the road after the storm.

Authorize Advertisement of Proposed 2018 Budget

Jamie Goncharoff moved, seconded by Guy Donatelli, to authorize the advertisement of the proposed 2018 Budget for consideration and adoption at the Supervisors' December 18, 2017 Meeting. The Motion carried unanimously.

Open Session

Ray Erfle, Windsor Ridge resident, made comment regarding the Budget, including hiring another Police Officer, Police departments county-wide should have the same policies and procedures, salary increased based on merit. Mr. Erfle also commented on expanding the agenda descriptions for all Boards and Commissions.

Kevin Kerr adjourned the business portion of the Workshop at 5:44 PM and announced a short recess to prepare for the Black Horse ELU, LLC (Jankowski) Conditional Use Hearing, advertised to begin at 6:00 PM.

CONDITIONAL USE HEARING – Applicant: Black Horse ELU, LLC

Kevin Kerr reconvened the evening at 6:01 PM.

In attendance on behalf of the Township:

Supervisors Kevin C. Kerr, Jamie W. Goncharoff, Guy A. Donatelli

Supervisor-Elect Sandy D'Amico, Cary B. Vargo – Township Manager,

Gwen A. Jonik – Township Secretary

Sheila Fleming – Brandywine Conservancy, Mary Lou Lowrie – Gilmore & Associates,

Chris Williams – McMahon Associates

Kristin Camp, Esq. – Buckley Brion McGuire & Morris

Mark Hagerty – Court Reporter

Mr. Kerr requested Ms. Camp conduct the Conditional Use Hearing (#2) for the Application of Black Horse ELU, LLC to build 55 homes on property known as the Jankowski Tract, a 40.6 acre parcel in the R-2 Residential District within the F-1 Flexible Development Overlay District.

Hearing #1 was held June 19, 2017. Mark Hagerty recorded the proceedings.

Board Exhibits 1-11 had been entered in the Record at the June 19, 2017 Hearing. The following Board Exhibits were entered into the Record:

B12 - John Jaros, Esq., July 7, 2017 email requesting continuance of the Hearing

B13 - John Jaros, Esq., August 16, 2017 email requesting continuance of the Hearing

B14 - Kristin Camp, Esq., September 18, 2017 email notice of continuance to Parties

B15 - Kristin Camp, Esq., October 23, 2017 email notice of tonight's Hearing to Parties

B16 - Proof of publication

B17 - Affidavit of property posting

B18 - Gilmore & Associates review letter dated September 8, 2017

B19 - Draft October 12, 2017 Planning Commission meeting minutes

Ms. Camp read the names of the Parties of Status entered at the June 19, 2017 Hearing – one Party was present this evening -- and asked if anyone else wished to become a Party. There was none. There were 7 citizens in attendance. Ms. Camp advised there have been several revisions to the Plans between the June Hearing and now, in response to Township comments or Applicant's design. Applicant's Exhibits A-1 to A-19 were presented at the June Hearing.

In attendance on the Applicant's behalf were:

John Jaros, Esq., - Riley Riper Hollin & Colagreco, John Mostoller – Envision Land Use

(Developer), Ted Gacomis – E. B. Walsh & Associates, David Babbitt – Babbitt and Associates,

Greg Richardson – Traffic Planning & Design.

Testimony is briefly summarized as follows. The Court Reporter's transcript is the official Record of the Hearing. Exhibit A-3 was the Plan presented in June; Exhibit A-3A is tonight's modified Plan. The Applicants propose 55 homes (40 base density plus bonus density from increased open space); mid \$500,000 - mid \$600,000; relocated 11 of the lots onto the connector road providing more open space and less roadway; interior roadway proposed 28' wide with parking on one side; connector road 24' wide plus 9' parking, with traffic calming islands at entrances; trail along Route 100 on only the south side of the parcel; interior trail through open space, and a dog park, will be maintained by the HOA, though the trail could become public if the Township insists; 12,200+ GPD of wastewater treatment and disposal needed – discussing with Municipal Authority; subject to a Traffic Impact Fee; sidewalk on only 1 side - along interior open space and loop interior roadway and 1 side of connector road; 2 accesses to the connector road rather than just the 1 as originally planned; all roads will be dedicated to the Township; traffic study suggests 48 new trips during AM peak and 61 during PM peak, but no undue congestion or safety hazards; no pedestrian crossing of Route 100; no traffic light proposed or warranted at this time with connector road at Route 100, which is opposite Garrison Drive.

There being no further testimony or comments from witnesses or attendees, Ms. Camp closed the Record and advised that the Board has 45 days to render a Decision, most likely at the December 18, 2017 Supervisors Meeting.

The Hearing was adjourned at 7:24 PM.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS
REGULAR MEETING,
CONDITIONAL USE HEARING
November 20, 2017
7:00 p.m.
DRAFT

Packet Page 7

In Attendance:

Board of Supervisors

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

Township Administration

Cary B. Vargo, Township Manager
Shanna Lodge, Assistant Township Manager
Gwen A. Jonik, Township Secretary
Jill Bukata, Treasurer
John DeMarco, Police Chief
Al Gaspari, Codes Administrator
Mike Heckman, Director of Public Works
Dave Leh, Township Civil Engineer

Mr. Goncharoff, in Mr. Kerr's absence, called the meeting to order at 7:02 p.m., led the Pledge of Allegiance, offered a moment of silence and asked if anyone planned to record the meeting. Christina DiGiulio plans to audio and video record the meeting.

The Conditional Use Hearing for Montesano Brothers' Application has been Continued to December 18, 2017, following the Board of Supervisors 7:00 p.m. business meeting.

Approval of Minutes

Mr. Donatelli moved, seconded by Mr. Goncharoff, to approve as presented the minutes of the October 10, 2017 Board of Supervisors and Draft 2018 Budget Workshop. The Motion carried unanimously.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to approve as presented the minutes of the October 16, 2017 Board of Supervisors Meeting and Conditional Use Hearing. The Motion carried unanimously.

Approval of Payments

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

Treasurers Report

Jill Bukata reported the Township financial position remains strong; year-to-date revenues are at 90.2% of the budget; year-to-date expenses are at 80.5% of budget; earned income tax receipts are \$238,000 greater than this time last year.

Supervisors Report

Mr. Goncharoff read the published calendar as follows: November 25, 2017 5:00 p.m. Holiday Tree Lighting at Upland Farms Park; December 12, 2017 4:00 p.m. Board of Supervisors Workshop; December 18, 2017 7:00 p.m. Board of Supervisors Meeting; December 25, 2017 Office Closed ~ Christmas Day; January 1, 2018 Office Closed ~ New Year's Day; January 2, 2018 7:00 p.m. Board of Supervisors Annual Organizational Meeting; and Yard Waste Collections November 22, 29, December 13, and 27 (includes Christmas trees).

Administration Reports

Township Engineer's Report

Dave Leh reported that the Carsense Land Development Plan is on tonight's agenda for approval; the Marsh Lea project has received all appropriate approvals and permits - construction may begin in the next few months; Byers Station Parcel 5C (Village at Byers Station) may begin site work soon.

Don Carlson asked of the status of Parcel 5C commercial development. Cary Vargo replied the Developer advises they've found several tenants.

Building / Codes Department Report

Al Gaspari reported that 101 building permits were issued during October, totaling \$70,000 in permit fees; he investigated on-going overnight noise complaints at FedEx - dock leveling silencers are being installed to remedy the situation; a gas line will be installed and a few telephone poles moved for the Townes at Chester Springs on Park Road; the first round of commercial property fire and safety inspections is almost done - @ 140 businesses - most need to provide us with their Material Safety Data (MSD) Sheets. Mr. Goncharoff asked if the MSD sheets are sent to fire and emergency responders. Mr. Gaspari advises they'll be provided to Lionville Fire Company, if not already.

Police Chief's Report

Chief DeMarco reported that the Department handled 1,115 calls, and issued 96 verbal warnings for traffic issues; the Limerick Generating Station Drill went pretty well last week - it's monitored by PEMA and involves 20 municipalities; parking is allowed on Darrell Drive for this Saturday's Holiday Tree Lighting; and the Chief reminded residents to be careful regarding package deliveries to your home at this time of year - they're a very easy target for thieves.

Public Works Department Report

Mike Heckman reported the Department completed 133 of 133 work orders received; line painting is complete; work continues on the 2018 budget; various storm water inlets have been repaired and/or cleaned; prepared the Upland Farms Barn for the Holiday Tree Lighting; worked with East Brandywine Township for the Lyndell Road bridge repair.

Land Development

Carsense. Giovanni Manilio of Redcom Design advised that Penske has purchased the Carsense franchise and is making interior and exterior improvements throughout the site. They're proposing a 2,253 SF addition to the car detailing building and a 600 SF storage shed for site and winter maintenance equipment. They're asking for waivers from providing a site analysis and impact plan and from the traffic impact fee. They're also being connected to public water and public sewer service. They follow proper environmental measures to separate the oil and reclaim the water, etc. The cleaned water will go into the Eaglepointe WWTF. They'll address the comments in the consultants' review letters and will comply with the landscaping requirements, using evergreens instead of deciduous trees to avoid sap, falling tree limbs, and attracting fewer birds. No new lighting is proposed.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to grant approval of the Preliminary / Final Land Development Plan prepared by Giovanni Manilio P.E. titled Preliminary & Final Site Plan for Carsense, dated August 11, 2017, accompanied by the following conditions:

1. The Applicant shall revise the plans to address the comments contained in Gilmore & Associates, Inc.'s October 6, 2017 review letter.
2. A waiver is hereby granted from Section 162-9.D., which requires a Site Analysis and Impact Plan be prepared.

3. The Applicant will provide additional information to the Township Traffic Engineer for a determination as to whether or not a Traffic Impact Fee is applicable. If it is determined a fee is required, the fee shall be paid at the time of building permit application.

Don Carlson stated they should a Condition that the Applicant address the Municipal Authority's/ARRO's comments. Mr. Donatelli restated his Motion including Mr. Carlson's request, Mr. Goncharoff seconded, and the Motion carried unanimously.

ADMINISTRATION

Authorize Township Manager to Execute Park Road Trail Agreements. Mr. Vargo advised that in order to reconstruct Park Road from Moore Road to Marsh Creek State Park and install the trail (Phase IV) from Hickory Park to Marsh Creek State Park, we need easements and right-of-way agreements from 10 properties. We have 4 Agreements so far. Checks for those easements and rights-of-way will be prepared on a monthly basis, from the Capital Fund. Two separate Appraisers are used.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to authorize the Township Manager to execute the easements and right-of-way Agreements associated with the Park Road reconstruction and Trail Phase IV project. The Motion carried unanimously.

Firefighters Relief Fund Distribution. Jill Bukata advised that in 1984 Act 205 taxes the gross premiums of fire insurance companies on homeowners insurance policies, which is distributed to the Municipalities for distribution to the Fire Companies that serve the Municipalities. Upper Uwchlan received \$95,002.16, which will be distributed as follows, based on population served and number of responses:

Ludwigs Corner Fire Company \$45,622.83; Lionville Fire Company \$41,237.87; East Brandywine Fire Company \$5,468.74; and Glenmoore Fire Company \$2,672.72.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to distribute the Fire Relief Funds as detailed above. The Motion carried unanimously.

Act 42 of 2017 Mini-Casinos. Mr. Goncharoff explained a recently enacted law allows the operation of 10 smaller-sized casinos throughout the State. Mr. Vargo further explained that the mini-casinos can include slot machines and table games. The Township would receive 2% of slot revenue and 1% of table games. Townships can prohibit mini-casinos from being located in their township, if so desired, by adopting a Resolution stating said prohibition and submitting it to the Pennsylvania Gaming Control Board by year's end. If adopted, the Resolution doesn't tie the hands of future Boards as it can be rescinded one time only, to allow a mini-casino if desired. After discussion, this Board chooses to prohibit mini-casinos in Upper Uwchlan Township.

Mr. Donatelli moved, seconded by Mr. Goncharoff, to adopt Resolution #11-20-17-16, which prohibits the location of a mini-casino within the boundaries of Upper Uwchlan Township. The Motion carried unanimously.

Open Session

Jim Dewees commented that the tree lighting this Saturday is of a Christmas tree, not a holiday tree, and should be referred to as such.

Jeffrey Smith commented he didn't agree with Mr. Dewees.

Jill Vilosky commented on Sunoco pipeline drilling violating the Township noise ordinance. Mr. Goncharoff explained that the drilling work is complete and the current noise is from the "pullback" activity. Mr. Vargo explained that the Township is allowing the pullback activity as Sunoco can't stop once started or they risk the hole collapsing and having to re-drill. Mr. Donatelli explained that this isn't something the Board approves. The Staff consulted experts on

the activity so that the decision to allow the 24-hour activity for just a few days could be determined on facts.

Christina DiGiulio commented that the safety of the residents is paramount. Mr. Vargo and Mr. Donatelli said that in Pennsylvania, the Townships can't control where pipelines are sited. We can work with the pipeline companies to get them in and out of the Township as safely and quickly as possible, at the least inconvenience to the residents.

Jason Huff asked for details regarding the proposed condos in the former Upattinas School property and was a variance required. Mr. Vargo advised that the Developer states he's proposing to use the adaptive reuse of historic structures ordinance to convert them to condominiums – 16 or 18 total – but no formal plans have been submitted and the sewage planning module had to go to PaDEP for their review. Mr. Huff commented that he is opposed to condos.

Janine Lincoln commented that the gym building isn't a historic structure and thinks the Developer would have to build more floors to fit that number of condos; would like to see single-family homes instead.

Jamie Goncharoff advised that the neighbors should follow meeting agendas on the website and call or email with questions. While the whole property may not be historic, if one building is, it brings the whole property into the Adaptive Reuse option.

Mr. Donatelli commented that condos are a nice residential use compared to other options for the site and as far as we know, the elevations won't be raised.

Heidi Carmenian commented that there's daily activity on the property. Mr. Gaspari stated they may be professionals checking the interior structure for safety and design.

Christian Cantarina commented that with that many condos, there will be additional lighting issues, and increased traffic.

Brett Boden commented he thought Mr. Shelton, the Developer, was the one to propose the adaptive reuse ordinance. Mr. Vargo advised that the Township had been working on an ordinance to help preserve historic properties, and adaptive reuse had been a part of that.

Joe Dywer asked which structures on this property are historic. Mr. Vargo advised the house is on our historic resource inventory.

Shawn Connell commented the gym building is an eyesore and perhaps it could be removed. Where is the project in the approval process and what can be done.

Mr. Donatelli and Mr. Vargo explained that the Developer submitted a subdivision plan which was approved; 2 lots were sold off for new single-family homes; the Board was looking for a low-density residential development; Developers need to provide water and sewer and those items were analyzed; the sewer module is being reviewed by PaDEP; the Developer will have to bring in building plans regardless of what he wants to build. Mr. Vargo will continue to request that the Developer bring plans in to the Planning Commission and/or the Board of Supervisors.

Mr. Goncharoff commented that there are things a property owner can do by-right, no special approvals needed. While unsure if multi-family condos are permitted by-right, the Developer can't go up or extend the footprint.

Don Carlson commented that since multi-units are proposed, public sewer has to be provided, which triggers review by the Municipal Authority and their experts. The adaptive reuse ordinance was worked on together by the Planning Commission and the Historic Commission because it is important to preserve historic structures, if possible. There are more reviews than most are aware.

Charlie Shames commented he doesn't think resident input is valued. Mr. Goncharoff advised that resident input is very important and valuable.

Jason Huff asked if no one in the neighborhood wants this type of development, would the Supervisors approve or deny it. Mr. Goncharoff explained that if the development is in compliance with the laws and codes, the Township can't just say no to the property owner/Developer.

Jeff Smith commented the public meeting should be expanded to accommodate a larger crowd.

Joe Dwyer asked if the Developer would have to fix up the buildings or could they be demolished.

A woman asked about the plan for the other buildings on the property. Mr. Gaspari advised that some of the buildings are being rented right now. Mr. Goncharoff asked Mr. Gaspari to make sure they're in code compliance.

Mr. Goncharoff and Mr. Donatelli advised that they will keep listening to the residents and will try their best with this and any development that comes before them.

Brett Boden asked for an update on the Struble Trail extension. Mr. Vargo advised that the County has acquired the right-of-way and will reopen the Conditional Use and Land Development approval processes shortly

Adjournment

There being no further business to be brought before the Board, Mr. Goncharoff adjourned the Meeting at 8:59 p.m.

Respectfully submitted,

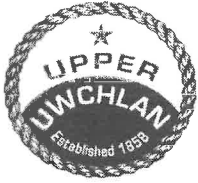
Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 48559 to 48642
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
48559	12/18/17	21ST 21st CENTURY MEDIA PHILLY	707.93		1695
48560	12/18/17	ACEPO010 ACE PORTABLES, INC.	175.00		1695
48561	12/18/17	ADVANO10 ADVANCED HORTICULTURAL SOLN	10,747.00		1695
48562	12/18/17	AMERIGAS AMERIGAS	1,985.34		1695
48563	12/18/17	APWA0010 AMERICAN PUBLIC WORKS ASSOCIAT	640.00		1695
48564	12/18/17	AQUAP010 AQUA PA	1,213.03		1695
48565	12/18/17	ARROC010 ARRO CONSULTING, INC.	1,335.50		1695
48566	12/18/17	ASAPH005 ASAP HYD EXTON LLC	565.43		1695
48567	12/18/17	ASSOC010 ASSOCIATED TRUCK PARTS	215.00		1695
48568	12/18/17	BACKT010 BACK TO BASICS SOIL CONSULTING	495.00		1695
48569	12/18/17	BELFOR BELFOR	2,976.65		1695
48570	12/18/17	BERKH030 H.A. BERKHEIMER, INC.	320.78		1695
48571	12/18/17	BESTL140 BEST LINE EQUIPMENT	293.64		1695
48572	12/18/17	BOROPOTT BOROUGH OF POTTSTOWN	100.00		1695
48573	12/18/17	BRANDWIN BRANDYWINE CONSERVANCY	1,602.47		1695
48574	12/18/17	BROWN010 BROWN'S COMMERCIAL CLEANING	895.96		1695
48575	12/18/17	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	2,517.30		1695
48576	12/18/17	BUKAT010 JILL BUKATA	198.00		1695
48577	12/18/17	CARROENG CARROLL ENGINEERING	8,000.00		1695
48578	12/18/17	CCSIG010 CCSIGA	110.00		1695
48579	12/18/17	CHESCODE COUNTY OF CHESTER/ DES	25.00		1695
48580	12/18/17	CHRISFRA FRANTZ, CHRISTOPHER	240.00		1695
48581	12/18/17	CINTA010 CINTAS CORPORATION #287	227.16		1695
48582	12/18/17	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE	663.28		1695
48583	12/18/17	COLLIFL COLLIFLOWER, INC	570.85		1695
48584	12/18/17	COLON010 COLONIAL ELECTRIC SUPPLY CO.,	465.71		1695
48585	12/18/17	COMCA010 COMCAST	558.17		1695
48586	12/18/17	CONCRSER CONCRETE SERVICE MATERIALS,INC	188.55		1695
48587	12/18/17	DELAWO30 DVHT	55,471.40		1695
48588	12/18/17	DZMAUTO DZM AUTOMOTIVE	231.41		1695
48589	12/18/17	EAGLHARD EAGLE HARDWARE	345.56		1695
48590	12/18/17	EASTBRTW EAST BRANDYWINE TOWNSHIP	560.15		1695
48591	12/18/17	EASTE030 EASTERN IRRIGATION & PUMP COMP	775.00		1695
48592	12/18/17	EMERGVEH EMERGENCY VEHICLE OUTFITTERS	2,827.89		1695
48593	12/18/17	GATHE010 BRIAN E. GATHERCOLE	123.78		1695
48594	12/18/17	GILMO020 GILMORE & ASSOCIATES, INC	6,761.84		1695
48595	12/18/17	GOVER010 GFOA - PA RECORD OFFICE	75.00		1695
48596	12/18/17	HELPNOW HELP NOW	3,494.83		1695
48597	12/18/17	INTCODE INTERNATIONAL CODE COUNCIL INC	41.95		1695
48598	12/18/17	JONESSTE STEVEN R. JONES	13.76		1695
48599	12/18/17	JONESTOM THOMAS S. JONES	160.03		1695
48600	12/18/17	KEENC010 KEEN COMPRESSED GAS COMPANY	20.10		1695
48601	12/18/17	KONIC010 KONICA MINOLTA BUSINESS SOLUTI	617.48		1695
48602	12/18/17	LINESYST LINE SYSTEMS, LSI	1,009.04		1695
48603	12/18/17	LTLCONSU LTL CONSULTANTS, LTD	2,426.25		1695
48604	12/18/17	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.	542.86		1695
48605	12/18/17	MAILFO10 MAIL FINANCE	95.00		1695
48606	12/18/17	MARKH010 MARK HAGERTY	485.00		1695
48607	12/18/17	MARSH020 MARSH CREEK SIGNS	90.00		1695
48608	12/18/17	MCPMAH010 MCPMAHON ASSOCIATES, INC.	2,528.20		1695
48609	12/18/17	MEADE010 MEADE APPLIANCE	753.66		1695

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
48610	12/18/17	MIDAT010 MID ATLANTIC CONNECTIONS, INC.	1,343.00		1695
48611	12/18/17	MONTE010 MONTESANO BROS.	1,007.00		1695
48612	12/18/17	NAPA0010 NAPA	1,780.91		1695
48613	12/18/17	NEWHO010 NEW HOLLAND AUTO GROUP	35.26		1695
48614	12/18/17	PECO0010 PECO	206.74		1695
48615	12/18/17	PENDERGA PENDERGAST	363.87		1695
48616	12/18/17	PHOTO010 PHOTO CARD SPECIALISTS, INC	264.95		1695
48617	12/18/17	PITNEBOW PITNEY BOWES	500.00		1695
48618	12/18/17	PITNEYGL PITNEY BOWES GLOBAL FINANCIAL	204.00		1695
48619	12/18/17	PSATS030 PSATS-CDL PROGRAM	95.00		1695
48620	12/18/17	PURCHPOW PURCHASE POWER (PITNEY BOWES)	35.32		1695
48621	12/18/17	SIRSP010 SIR SPEEDY	38.00		1695
48622	12/18/17	SLOAN010 SLOAN MOTORS, INC.	321.89		1695
48623	12/18/17	SMALE010 SMALE'S PRINTERY	237.50		1695
48624	12/18/17	STAPLADV STAPLES ADVANTAGE	275.87		1695
48625	12/18/17	STAPLCRP STAPLES CREDIT PLAN	507.98		1695
48626	12/18/17	SWEETWAT SWEETWATER NATURAL PRODUCTS LL	62.55		1695
48627	12/18/17	TOPIA010 TOPIARY	200.00		1695
48628	12/18/17	TPTRA010 T. P. TRAILERS	17.77		1695
48629	12/18/17	TRAFF010 TRAFFIC SAFETY STORE	644.65		1695
48630	12/18/17	TURFEQUI TURF EQUIPMENT AND SUPPLY CO	21.95		1695
48631	12/18/17	UNLIM020 UNLIMITED TECHNOLOGY, INC	1,630.75		1695
48632	12/18/17	USMUN020 US MUNICIPAL SUPPLY CO.	613.89		1695
48633	12/18/17	VARGO005 VARGO, CARY	77.02		1695
48634	12/18/17	VERIZ010 VERIZON	693.25		1695
48635	12/18/17	VERIZ020 VERIZON WIRELESS	628.39		1695
48636	12/18/17	VERIZFIO VERIZONFIOS	119.99		1695
48637	12/18/17	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		1695
48638	12/18/17	VERZIPAD VERIZON IPAD	169.46		1695
48639	12/18/17	WGAMERIC WG AMERICA COMPANY	184.09		1695
48640	12/18/17	WIGGISHR WIGGINS SHREDDING	80.00		1695
48641	12/18/17	WILLHESS WILLIAM HESS JR	334.74		1695
48642	12/18/17	WITME010 WITMER PUBLIC SAFETY GROUP, INC	120.49		1695

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	84	0	130,516.36	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	84	0	130,516.36	0.00



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: December 18, 2017

Finance has worked on the following items during the month

- Received and processed 49 trash and 1,165 sewer payments (11/18/17 to 12/14/17)

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 November 30, 2017 financial statements

- The balance sheet remains strong with cash of over \$7.0 million
- Year to date revenues (combined) are **\$7,373,611 or 99.1%** of the annual budget. Combined expenses are **\$5,589,627 or 87.5%** of the budget. The combined year to date net income (General Fund and Solid Waste Fund) is **\$1,783,985 before the transfers to the Capital Fund of \$1,300,000. It is \$483,985 after the transfer.**
- Earned income tax revenue YTD is **\$3,442,139** which is approximately \$275,000 more than the same period last year. Receipts through December 14 are **\$137,200**. We need to receive only **\$820.00** more for the remainder of the year to equal our budget.

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

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	232,727.04
01-100-000-200	Meridian Bank		3,057,458.37
01-100-000-210	Meridian Bank - Payroll		80,933.80
01-100-000-250	Fulton Bank - Turf Field		283,925.25
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>3,655,344.46</u>

Investments

01-120-000-100	Certificate of Deposit - 7/2/18		261,408.56
			<u>261,408.56</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		70,508.66
01-145-000-021	Engineering Fees Receivable-CU		167.50
01-145-000-030	Legal Fees Receivable		3,978.05
01-145-000-040	R/E Taxes Receivable		8,160.30
01-145-000-050	Hydrant Tax Receivable		594.60
01-145-000-080	Field Fees Receivables		8,967.50
01-145-000-085	Turf Field Receivables		(595.00)
01-145-000-086	EIT Receivable		49,438.81
01-145-000-090	RE Transfer Tax Receivable		33,262.54
01-145-000-095	Misc accounts receivable		-
	Total Accounts Receivable		<u>174,482.96</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority		43,381.24
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		5,945.00
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		5,017.19
01-131-000-000	Suspense Account		(5,766.28)
	Total Other Current Assets		<u>48,577.15</u>

Prepaid Expense

01-155-000-000	Prepaid expenses		13,636.00
	Total Prepaid Expense		<u>13,636.00</u>

Total Assets	4,153,449.13
---------------------	---------------------

LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		64,427.95
	Total Accounts Payable		<u>64,427.95</u>

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

Other Current Liabilities

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	4,013.63
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	(3.00)
01-218-000-000	Police Association Dues	2,750.00
01-219-000-000	LST Tax Withheld	(30.00)
01-220-000-000	State Unemployment W/H	251.17
01-221-000-000	Benefit Deduction-Aflac	638.74
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	-
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	-
01-239-000-006	Due to Solid Waste Fund	34,462.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	5,916.92
	Total Other Current Liabilities	47,999.46

Total Liabilities	112,427.41
--------------------------	-------------------

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)	543,708.59
	Total Equity	4,041,021.72

Total Fund Balance	4,041,021.72
---------------------------	---------------------

Total Liabilities & Fund Balance	4,153,449.13
---	---------------------

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	937,811.53	970,000.00	(32,188.47)	96.7%
01-301-000-013	Real Estate Tax Refunds	(28,217.16)	(25,000.00)	(3,217.16)	112.9%
01-301-000-030	Delinquent Real Estate Taxes	19,822.29	30,000.00	(10,177.71)	66.1%
01-301-000-071	Hydrant Tax	68,165.88	65,000.00	3,165.88	104.9%
01-310-000-010	Real Estate Transfer Taxes	422,585.45	375,000.00	47,585.45	112.7%
01-310-000-020	Earned Income Taxes	3,489,071.44	3,677,100.00	(188,028.56)	94.9%
01-310-000-021	EIT commissions paid	(46,932.79)	(50,009.00)	3,076.21	93.8%
01-320-000-010	Building Permits	426,401.53	150,000.00	276,401.53	284.3%
01-320-000-020	Use & Occupancy Permit	16,895.00	8,000.00	8,895.00	211.2%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	2,100.00	2,000.00	100.00	105.0%
01-320-000-050	Refinance Certification Fees	3,345.00	4,000.00	(655.00)	83.6%
01-321-000-080	Cable TV Franchise Fees	188,992.87	250,000.00	(61,007.13)	75.6%
01-331-000-010	Vehicle Codes Violation	44,615.35	60,000.00	(15,384.65)	74.4%
01-331-000-011	Reports/Fingerprints	1,528.50	2,000.00	(471.50)	76.4%
01-331-000-012	Solicitation Permits	200.00	500.00	(300.00)	40.0%
01-331-000-050	Reimbursable Police Wages	2,710.27	1,000.00	1,710.27	271.0%
01-341-000-001	Interest Earnings	19,747.88	15,000.00	4,747.88	131.7%
01-342-000-001	Rental Property Income	22,000.00	24,000.00	(2,000.00)	91.7%
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	4,963.11	6,000.00	(1,036.89)	82.7%
01-355-000-004	Alcoholic Beverage Tax	600.00	400.00	200.00	150.0%
01-355-000-005	State Aid, Police Pension	100,942.00	85,000.00	15,942.00	118.8%
01-355-000-006	State Aid, Non-Uniform Pension	73,411.62	55,000.00	18,411.62	133.5%
01-355-000-007	Foreign Fire Insurance Tax	95,002.16	112,000.00	(16,997.84)	84.8%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	27,079.37	4,000.00	23,079.37	677.0%
01-361-000-032	Fees from Engineering	95,303.37	100,000.00	(4,696.63)	95.3%
01-361-000-033	Admin Fees from Engineering	2,003.66	8,000.00	(5,996.34)	25.0%
01-361-000-035	Admin Fees from Legal	435.33	1,500.00	(1,064.67)	29.0%
01-361-000-036	Legal Services Fees	7,801.62	3,000.00	4,801.62	260.1%
01-361-000-038	Sale of Maps & Books	150.00	250.00	(100.00)	60.0%
01-361-000-039	Fire Inspection Fees	-	-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU	19,210.45	-	19,210.45	#DIV/0!
01-361-000-042	Copies	49.18	100.00	(50.82)	49.2%
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	28,847.50	30,000.00	(1,152.50)	96.2%
01-367-000-025	Turf Field Fees	43,282.50	45,000.00	(1,717.50)	96.2%
01-367-000-030	Community Events Donations	13,725.00	10,000.00	3,725.00	137.3%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees	300.00	-	300.00	#DIV/0!
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	20,899.00	5,000.00	15,899.00	418.0%
01-380-000-010	Insurance Reimbursment	1,008.33	3,000.00	(1,991.67)	33.6%
01-392-000-008	Municipal Authority Reimbursement	202,373.62	216,667.00	(14,293.38)	93.4%
01-392-000-020	Transfer from Capital Fund	-	-	-	#DIV/0!
01-392-000-030	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
01-395-000-000	Refund of Prior Year Expenses	-	-	-	#DIV/0!
Total Revenue		6,328,230.86	6,247,616.00	80,614.86	101.3%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	1,875.00	2,500.00	(625.00)	75.0%
01-400-000-150	Payroll Tax Expense	143.43	191.00	(47.57)	75.1%
01-400-000-320	Telephone	1,992.48	2,000.00	(7.52)	99.6%
01-400-000-340	Public Relations	311.90	6,500.00	(6,188.10)	4.8%
01-400-000-341	Advertising	2,178.61	7,500.00	(5,321.39)	29.0%
01-400-000-342	Printing	6,195.50	1,000.00	5,195.50	619.6%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,881.00	4,500.00	(1,619.00)	64.0%
01-400-000-352	Insurance-Liability	26,474.53	24,378.00	2,096.53	108.6%
01-400-000-420	Dues/Subscriptions/Memberships	2,769.00	5,000.00	(2,231.00)	55.4%
01-400-000-460	Meeting & Conferences	3,963.70	6,000.00	(2,036.30)	66.1%
01-400-000-461	Bank Fees	9,233.37	500.00	8,733.37	1846.7%
01-400-000-463	Misc expenses	1,804.46	2,000.00	(195.54)	90.2%
		59,822.98	64,069.00	(4,246.02)	93.4%
EXECUTIVE					
01-401-000-100	Administration Wages	399,824.06	463,336.00	(63,511.94)	86.3%
01-401-000-150	Payroll Tax Expense	30,908.68	35,445.00	(4,536.32)	87.2%
01-401-000-151	PSATS Unemployment Compensation	1,170.00	1,170.00	-	100.0%
01-401-000-156	Employee Benefit Expense	90,047.10	152,289.00	(62,241.90)	59.1%
01-401-000-157	ACA Fees	171.76	340.00	(168.24)	50.5%
01-401-000-160	Non-Uniform Pension	32,608.27	35,774.00	(3,165.73)	91.2%
01-401-000-174	Tuition Reimbursements	-	4,000.00	(4,000.00)	0.0%
01-401-000-181	Longevity Pay	4,050.00	5,100.00	(1,050.00)	79.4%
01-401-000-183	Overtime Wages	4,460.40	5,000.00	(539.60)	89.2%
01-401-000-200	Supplies	18,084.76	10,000.00	8,084.76	180.8%
01-401-000-205	Meals & Meal Allowances	-	-	-	#DIV/0!
01-401-000-215	Postage	5,435.45	3,500.00	1,935.45	155.3%
01-401-000-230	Gasoline & Oil	1,329.06	2,200.00	(870.94)	60.4%
01-401-000-235	Vehicle Maintenance	755.28	500.00	255.28	151.1%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	7,050.92	7,000.00	50.92	100.7%
01-401-000-317	Parking/Travel	1,690.76	1,200.00	490.76	140.9%
01-401-000-322	Ipad Expenses	520.98	600.00	(79.02)	86.8%
01-401-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-400-000-353	Insurance-Vehicle	150.05	154.00	(3.95)	97.4%
01-401-000-354	Insurance-Workers Compensation	1,755.03	1,655.00	100.03	106.0%
01-401-000-420	Dues/Subscriptions/Memberships	3,960.98	2,500.00	1,460.98	158.4%
01-401-000-450	Contracted Services	13,618.48	6,685.00	6,933.48	203.7%
		617,592.02	740,448.00	(122,855.98)	83.4%
AUDIT					
01-402-000-450	Contracted Services	26,350.00	26,650.00	(300.00)	98.9%
		26,350.00	26,650.00	(300.00)	98.9%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	16,961.92	19,000.00	(2,038.08)	89.3%
01-403-000-150	Payroll Tax Expense	1,291.81	1,454.00	(162.19)	88.8%
01-403-000-200	Supplies	90.54	500.00	(409.46)	18.1%
01-403-000-215	Postage	1,587.06	2,000.00	(412.94)	79.4%
01-403-000-350	Insurance-Bonding	-	600.00	(600.00)	0.0%
01-403-000-450	Contracted Services	4,216.40	3,000.00	1,216.40	140.5%
		24,147.73	26,554.00	(2,406.27)	90.9%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	-	-	-	#DIV/0!
01-404-000-310	Reimbursable Legal Fees	15,948.95	10,000.00	5,948.95	159.5%
01-404-000-311	Non Reimbursable Legal	13,688.07	30,000.00	(16,311.93)	45.6%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		29,637.02	45,000.00	(15,362.98)	65.9%
COMPUTER					
01-407-000-200	Supplies	248.43	2,000.00	(1,751.57)	12.4%
01-407-000-220	Software	3,967.41	4,000.00	(32.59)	99.2%
01-407-000-222	Hardware	1,432.00	7,000.00	(5,568.00)	20.5%
01-407-000-240	Web Page	6,934.66	5,000.00	1,934.66	138.7%
01-407-000-450	Contracted Services	57,595.41	52,000.00	5,595.41	110.8%
		70,177.91	70,000.00	177.91	100.3%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	9,397.48	25,000.00	(15,602.52)	37.6%
01-408-000-310	Reimbursable Engineering	76,950.70	75,000.00	1,950.70	102.6%
01-408-000-311	Traffic Engineering	27,491.38	25,000.00	2,491.38	110.0%
01-408-000-313	Non Reimbursable Engineering	10,296.39	20,000.00	(9,703.61)	51.5%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	14,164.02	4,000.00	10,164.02	354.1%
01-408-000-368	MS4 Expenses	-	-	-	#DIV/0!
		138,299.97	153,500.00	(15,200.03)	90.1%
TOWNSHIP PROPERTIES					
<u>Public Works Building</u>					
01-409-001-200	Supplies	765.46	1,000.00	(234.54)	76.5%
01-409-001-231	Propane & heating - PW bldg	12,816.92	13,000.00	(183.08)	98.6%
01-409-001-250	Maint & Repair	8,126.42	16,150.00	(8,023.58)	50.3%
01-409-001-320	Telephone	4,185.67	1,700.00	2,485.67	246.2%
01-409-001-351	Insurance - property	4,014.52	4,118.00	(103.48)	97.5%
01-409-001-360	Utilities	5,912.22	12,000.00	(6,087.78)	49.3%
01-409-001-450	Contracted Services	9,533.41	5,820.00	3,713.41	163.8%
<u>Township Building</u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	1,400.62	2,000.00	(599.38)	70.0%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	18,600.63	8,000.00	10,600.63	232.5%
01-409-003-320	Telephone	10,316.33	7,000.00	3,316.33	147.4%
01-409-003-351	Insurance Property	4,014.53	4,118.00	(103.47)	97.5%
01-409-003-360	Utilities	20,141.20	15,000.00	5,141.20	134.3%
01-409-003-450	Contracted Services	23,436.57	25,000.00	(1,563.43)	93.7%
<u>Milford Road</u>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	1,103.76	1,500.00	(396.24)	73.6%
01-409-004-250	Maintenance & Repairs	447.60	3,000.00	(2,552.40)	14.9%
01-409-004-320	Telephone	2,450.85	1,600.00	850.85	153.2%
01-409-004-351	Insurance - property	802.92	824.00	(21.08)	97.4%
01-409-004-360	Utilities	1,000.35	2,000.00	(999.65)	50.0%
01-409-004-450	Contracted Services	228.00	1,100.00	(872.00)	20.7%
		129,297.98	130,430.00	(1,132.02)	99.1%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
POLICE EXPENSES					
01-410-000-100	Police Wages	980,581.59	1,101,367.00	(120,785.41)	89.0%
01-410-000-150	Payroll Tax Expense	79,527.44	84,255.00	(4,727.56)	94.4%
01-410-000-151	PSATS Unemployment Compensation	2,624.85	2,535.00	89.85	103.5%
01-410-000-156	Employee Benefit Expense	293,707.42	345,027.00	(51,319.58)	85.1%
01-410-000-158	Medical Expense Reimbursements	6,428.32	7,500.00	(1,071.68)	85.7%
01-410-000-160	Pension Expense	150,060.00	150,060.00	-	100.0%
01-410-000-174	Tuition Reimbursment	3,645.00	15,000.00	(11,355.00)	24.3%
01-410-000-181	Longevity Pay	16,200.00	18,200.00	(2,000.00)	89.0%
01-410-000-182	Education incentive	3,500.00	3,500.00	-	100.0%
01-410-000-183	Overtime Wages	34,251.63	42,000.00	(7,748.37)	81.6%
01-410-000-187	Courttime Wages	11,264.17	12,000.00	(735.83)	93.9%
01-410-000-191	Uniform/Boot Allowances	10,150.00	10,700.00	(550.00)	94.9%
01-410-000-200	Supplies	7,444.02	12,000.00	(4,555.98)	62.0%
01-410-000-215	Postage	750.00	750.00	-	100.0%
01-410-000-230	Gasoline & Oil	23,773.52	25,000.00	(1,226.48)	95.1%
01-410-000-235	Vehicle Maintenance	19,293.75	30,000.00	(10,706.25)	64.3%
01-410-000-238	Clothing/Uniforms	4,426.83	5,000.00	(573.17)	88.5%
01-410-000-250	Maintenance & Repairs	1,895.65	1,500.00	395.65	126.4%
01-410-000-260	Small Tools & Equipment	2,928.24	7,000.00	(4,071.76)	41.8%
01-410-000-311	Non-Reimbursable-Legal	-	3,000.00	(3,000.00)	0.0%
01-410-000-316	Training/Seminar	9,874.27	14,500.00	(4,625.73)	68.1%
01-410-000-317	Parking & travel	460.51	400.00	60.51	115.1%
01-410-000-320	Telephone	3,734.68	8,000.00	(4,265.32)	46.7%
01-410-000-322	Ipad Expense	410.96	600.00	(189.04)	68.5%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	6,160.45	7,000.00	(839.55)	88.0%
01-410-000-342	Police Accreditation	5,809.37	13,500.00	(7,690.63)	43.0%
01-410-000-352	Insurance - Liability	12,604.48	12,930.00	(325.52)	97.5%
01-410-000-353	Insurance - Vehicles	4,710.40	4,832.00	(121.60)	97.5%
01-410-000-354	Insurance - Workers Compensation	38,025.65	35,864.00	2,161.65	106.0%
01-410-000-420	Dues/Subscriptions/Memberships	425.00	750.00	(325.00)	56.7%
01-410-000-450	Contracted Services	17,192.75	15,500.00	1,692.75	110.9%
01-410-000-740	Computer/Furniture	3,478.70	4,000.00	(521.30)	87.0%
		1,755,339.65	1,995,270.00	(239,930.35)	88.0%
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	21,712.74	28,000.00	(6,287.26)	77.5%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	65,481.27	60,000.00	5,481.27	109.1%
01-411-001-001	Ludwigs	74,160.00	74,160.00	-	100.0%
01-411-001-002	Lionville	76,630.32	74,282.00	2,348.32	103.2%
01-411-001-003	Lionville Capital	-	-	-	#DIV/0!
01-411-001-004	Glenmoore	8,549.00	8,549.00	-	100.0%
01-411-001-005	E. Brandywine	15,908.00	15,908.00	-	100.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	95,002.16	112,000.00	(16,997.84)	84.8%
		357,443.49	375,399.00	(17,955.51)	95.2%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	27,038.00	27,038.00	-	100.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		27,038.00	27,038.00	-	100.0%
CODES ADMINISTRATION					
01-413-000-100	Code Administrator Wages	206,503.71	229,144.00	(22,640.29)	90.1%
01-413-000-150	Payroll Tax Expenses	16,223.14	17,530.00	(1,306.86)	92.5%
01-413-000-151	PSATS Unemployment Compensation	585.00	585.00	-	100.0%
01-413-000-156	Employee Benefit Expense	67,333.20	75,783.00	(8,449.80)	88.9%
01-413-000-160	Pension	20,188.05	17,692.00	2,496.05	114.1%
01-413-000-181	Longevity Pay	6,600.00	6,600.00	-	100.0%
01-413-000-200	Supplies	5,187.89	1,000.00	4,187.89	518.8%
01-413-000-230	Gasoline & Oil	2,457.59	3,800.00	(1,342.41)	64.7%
01-413-000-235	Vehicle Maintenance	133.05	1,500.00	(1,366.95)	8.9%
01-413-000-316	Training/Seminar	1,350.00	3,000.00	(1,650.00)	45.0%
01-413-000-317	Parking/Travel	676.34	1,000.00	(323.66)	67.6%
01-413-000-320	Telephone	1,094.74	2,000.00	(905.26)	54.7%
01-413-000-322	Ipad Expense	410.96	600.00	(189.04)	68.5%
01-413-000-352	Insurance - Liability	-	-	-	#DIV/0!
01-413-000-353	Insurance - Vehicle	300.08	308.00	(7.92)	97.4%
01-413-000-354	Insurance - Workers Compensation	1,755.03	1,655.00	100.03	106.0%
01-413-000-420	Dues/Subscriptions/Memberships	1,440.00	7,500.00	(6,060.00)	19.2%
01-413-000-450	Contracted Services	13,178.27	53,760.00	(40,581.73)	24.5%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		345,417.05	423,457.00	(78,039.95)	81.6%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	535.50	1,500.00	(964.50)	35.7%
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	345.62	500.00	(154.38)	69.1%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		1,436.64	11,500.00	(10,063.36)	12.5%
VILLAGE CONCEPT					
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%
ZONING					
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	157.61	6,000.00	(5,842.39)	2.6%
01-414-003-366	Ordinance Update	-	-	-	#DIV/0!
01-414-003-450	Contracted Services	365.00	1,000.00	(635.00)	36.5%
		570.11	9,800.00	(9,229.89)	5.8%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	1,804.08	2,000.00	(195.92)	90.2%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	95.06	1,200.00	(1,104.94)	7.9%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	1,686.28	1,200.00	486.28	140.5%
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%
		3,705.42	7,850.00	(4,144.58)	47.2%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	2,257.60	4,120.00	(1,862.40)	54.8%
01-422-000-601	Contributions - DARC	14,640.00	15,280.00	(640.00)	95.8%
		16,897.60	19,400.00	(2,502.40)	87.1%
SIGNS					
01-433-000-200	Supplies	6,701.15	5,000.00	1,701.15	134.0%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		6,701.15	6,000.00	701.15	111.7%
SIGNALS					
01-434-000-450	Contracted Services	19,187.63	12,700.00	6,487.63	151.1%
		19,187.63	12,700.00	6,487.63	151.1%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	292,415.38	327,423.00	(35,007.62)	89.3%
01-438-000-101	Employee cost allocated	-	-	-	#DIV/0!
01-438-000-150	Payroll Tax Expense	23,129.82	25,048.00	(1,918.18)	92.3%
01-438-000-151	PSATS Unemployment Compensation	1,377.25	1,360.00	17.25	101.3%
01-438-000-156	Employee Benefit Expense	132,721.36	134,109.00	(1,387.64)	99.0%
01-438-000-160	Pension	26,216.16	19,439.00	6,777.16	134.9%
01-438-000-181	Longevity	4,350.00	5,700.00	(1,350.00)	76.3%
01-438-000-183	Overtime Wages	9,915.93	19,100.00	(9,184.07)	51.9%
01-438-000-200	Supplies	33,204.44	46,700.00	(13,495.56)	71.1%
01-438-000-205	Meals & Meal Allowances	-	500.00	(500.00)	0.0%
01-438-000-230	Gasoline & Oil	35,920.45	28,600.00	7,320.45	125.6%
01-438-000-235	Vehicle Maintenance	16,581.64	13,400.00	3,181.64	123.7%
01-438-000-238	Uniforms	2,701.90	3,050.00	(348.10)	88.6%
01-438-000-245	Highway Supplies	6,446.42	10,200.00	(3,753.58)	63.2%
01-438-000-260	Small Tools & Equipment	9,024.36	12,820.00	(3,795.64)	70.4%
01-438-000-316	Training/Seminar	2,918.60	4,600.00	(1,681.40)	63.4%
01-438-000-317	Parking & travel	134.07	600.00	(465.93)	22.3%
01-438-000-320	Telephone	2,329.65	3,000.00	(670.35)	77.7%
01-438-000-322	Ipad Expense	521.16	1,200.00	(678.84)	43.4%
01-438-000-341	Advertising	887.26	-	887.26	#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	5,520.32	5,663.00	(142.68)	97.5%
01-438-000-354	Insurance - Workers Compensation	9,360.16	8,601.00	759.16	108.8%
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	33,798.33	74,840.00	(41,041.67)	45.2%
01-438-000-463	Miscellaneous	3,148.81	-	3,148.81	#DIV/0!
01-438-000-720	Road Resurfacing	190,359.00	206,067.00	(15,708.00)	92.4%

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

GL Account #	Account Description	2017 YTD Actual 843,147.47	2017 Budget 960,420.00	Over (Under) Budget (117,272.53)	Actual as % of Budget 87.8%
<u>Public Works - Facilities Division</u>					
01-438-001-100	Wages	137,588.29	176,654.00	(39,065.71)	77.9%
01-438-001-101	Employee Costs Allocated	(73,987.27)	(170,063.00)	96,075.73	43.5%
01-438-001-150	Payroll Tax Expense	11,098.45	13,514.00	(2,415.55)	82.1%
01-438-001-151	PSATS Unemployment Compensation	1,151.50	1,360.00	(208.50)	84.7%
01-438-001-156	Employee Benefit Expense	44,211.38	50,831.00	(6,619.62)	87.0%
01-438-001-160	Pension Expense	7,118.44	7,308.00	(189.56)	97.4%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	1,500.00	1,500.00	-	100.0%
01-438-001-183	Overtime Wages	2,802.00	8,000.00	(5,198.00)	35.0%
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	1,777.26	3,600.00	(1,822.74)	49.4%
01-438-001-352	Insurance - Liability	-	-	-	#DIV/0!
01-438-001-353	Insurance - Vehicles	1,790.08	1,836.00	(45.92)	97.5%
01-438-001-354	Insurance - Workers Compensation	4,677.08	4,641.00	36.08	100.8%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		141,788.55	100,081.00	41,707.55	141.7%
ROAD CONSTRUCTION					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
PARK & RECREATION					
<u>Parks - General</u>					
01-454-001-101	Park wages allocation	73,987.27	170,063.00	(96,075.73)	43.5%
01-454-001-200	Supplies	5,947.83	2,500.00	3,447.83	237.9%
01-454-001-201	Halloween/Xmas Party	-	5,000.00	(5,000.00)	0.0%
01-454-001-202	Community Day	23,361.83	21,000.00	2,361.83	111.2%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	8,337.90	2,500.00	5,837.90	333.5%
01-454-001-250	Maintenance & Repairs	3,741.77	500.00	3,241.77	748.4%
01-454-001-260	Small Tools & Equipment	721.91	2,700.00	(1,978.09)	26.7%
01-454-001-316	Training/Seminars	160.00	5,000.00	(4,840.00)	3.2%
01-454-001-340	Public Relations	160.00	-	160.00	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	2,925.05	2,759.00	166.05	106.0%
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%
		119,634.80	212,522.00	(92,887.20)	56.3%
HICKORY PARK					
01-454-002-200	Supplies-Hickory	2,291.31	1,500.00	791.31	152.8%
01-454-002-231	Propane	1,120.08	2,000.00	(879.92)	56.0%
01-454-002-250	Maintenance & Repairs	6,250.86	7,000.00	(749.14)	89.3%
01-454-002-351	Insurance-Property	1,605.80	1,647.00	(41.20)	97.5%
01-454-002-360	Utilities	3,102.29	5,000.00	(1,897.71)	62.0%
01-454-002-450	Contracted Services	19,854.45	20,000.00	(145.55)	99.3%
		34,224.79	37,147.00	(2,922.21)	92.1%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	964.40	1,000.00	(35.60)	96.4%
01-454-003-250	Maintenance & Repairs	464.33	10,000.00	(9,535.67)	4.6%
01-454-003-312	Engineering Fees	-	2,000.00	(2,000.00)	0.0%
01-454-003-320	Telephone	1,461.80	2,500.00	(1,038.20)	58.5%
01-454-003-351	Insurance Property	3,211.60	3,295.00	(83.40)	97.5%
01-454-003-360	Utilities	14,983.06	9,000.00	5,983.06	166.5%
01-454-003-450	Contracted Services	12,077.20	13,000.00	(922.80)	92.9%
		<u>33,162.39</u>	<u>40,795.00</u>	<u>(7,632.61)</u>	<u>81.3%</u>
LARKINS FIELD					
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	2,115.00	3,000.00	(885.00)	70.5%
		<u>2,115.00</u>	<u>9,000.00</u>	<u>(6,885.00)</u>	<u>23.5%</u>
UPLAND FARMS					
01-454-005-200	Supplies	4,493.30	5,000.00	(506.70)	89.9%
01-454-005-231	Propane & Heating Oil	528.62	4,500.00	(3,971.38)	11.7%
01-454-005-250	Repairs & Maintenance	5,454.37	10,000.00	(4,545.63)	54.5%
01-454-005-351	Insurance - Building	2,408.72	2,471.00	(62.28)	97.5%
01-454-005-360	Utilities	7,023.95	4,000.00	3,023.95	175.6%
01-454-005-450	Contracted Services	6,187.96	5,000.00	1,187.96	123.8%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		<u>26,096.92</u>	<u>30,971.00</u>	<u>(4,874.08)</u>	<u>84.3%</u>
	Total Parks and Recreation	215,233.90	330,435.00	(115,201.10)	65.1%
LIBRARY					
01-456-000-530	Contributions	5,000.00	5,000.00	-	100.0%
		<u>5,000.00</u>	<u>5,000.00</u>	<u>-</u>	<u>100.0%</u>
HISTORICAL COMMISSIONS					
01-459-000-200	Supplies	110.00	1,000.00	(890.00)	11.0%
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%
		<u>110.00</u>	<u>2,500.00</u>	<u>(2,390.00)</u>	<u>4.4%</u>
	Total Expenditures Before Operating Transfers	4,834,522.27	5,551,501.00	(716,978.73)	87.1%
	Excess of Revenues over Expenses Before Operating Transfers	1,493,708.59	696,115.00	797,593.59	214.6%

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

GL Account #	Account Description	2017 YTD Actual	2017 Budget	Over (Under) Budget	Actual as % of Budget
OPERATING TRANSFERS					
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%
	Total Expenditures after Operating Transfers	5,784,522.27	6,751,501.00	(966,978.73)	85.7%
<hr/>					
	EXCESS OF REVENUES OVER EXPENSES	543,708.59	(503,885.00)	1,047,593.59	-107.9%
<hr/>					



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Packet Page 26

ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: December 14, 2017

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

From: David Leh, P.E.

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

Marsh Lea - Moser has now acquired their approvals from Pa-DEP & Pa-DOT and will be looking to move forward with construction soon.

Struble Trail Extension – Chester County has submitted an application to reopen the Conditional Use Hearing to allow for the continuance of the trail from where it currently terminates to a point on the west side of Dorlan Mill Road. The plan will be reviewed by the Planning Commission at their January 11th meeting.

Eagle Park – We have commenced preparation of bid specifications for this project and plan to go out to bid next month.

Townes at Chester Springs- We have received Escrow Release Request # 1 for this project and have made recommendation for approval under separate cover.

Reserve at Chester Springs- We have received Escrow Release Request # 6 for this project and have made recommendation for approval under separate cover.

General:

Meetings / Correspondence with staff regarding various matters.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: December 14, 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 is developing the property. Construction continues and we have received the first building permit application. The roadway has now been paved.

449 Milford Road – A 2 lot minor subdivision has been submitted for this property. The Board granted Minor Subdivision approval for the plan at their November 14th, 2017 workshop.

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 20th, 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 22nd, 2017 meeting. Toll Brothers will be proceeding with the residential portion of the development. Final plans have been reviewed by the consultants and deemed satisfactory. Development agreements may be on the Board of Supervisors December 18th meeting agenda for consideration.

Byers Station (Lot 6C) – A staff meeting was held on July 10th 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 9th, 2017 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.

Carsense- Carsense has submitted a land development application for a 2,253 SF addition onto their existing 10,000 SF Detailing Building. The Board granted Preliminary / Final Land Development Approval at their November 20th, 2017 meeting.

Reference: Development Update

File No. 17-01084T
December 14, 2017

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 11th, 2017 meeting.

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 17th, 2017 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 Board granted Final Plan Approval at their October 16th, 2017 meeting.

Jankowski Tract- A conditional Use Application has been submitted for this property. The first conditional use hearing was held on June 19th, 2017. A staff meeting was held on August 16th, 2017 to discuss a modified plan. The Applicant has submitted a revised plan which has been reviewed by the consultants and the Planning Commission at their October 12th, 2017 meeting. A second conditional use hearing was held on November 14th, 2017 and the hearing was then closed. A Decision and Order will be considered at the December 18th Board meeting.

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 17th, 2017 meeting. The Board granted Preliminary / Final Plan Approval at their May 15th, 2017 meeting. Moser has now acquired their approvals from Pa-DEP & Pa-DOT and will be looking to move forward with construction soon.

Montesano Brothers - Montesano Brothers has submitted a conditional use application to permit an 8,400 SF outdoor dining area. The Conditional Use Hearing was opened on October 16th, 2017. The hearing was continued to the Board of Supervisors November 20th 2017 meeting, then once again continued (with no testimony given) to the Boards December 18th meeting. It will most likely be continued further to a date uncertain.

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

Struble Trail Extension – Chester County has submitted an application to reopen the Conditional Use Hearing to allow for the continuance of the trail from where it

Reference: Development Update

File No. 17-01084T
December 14, 2017

currently terminates to a point on the west side of Dorlan Mill Road. The plan will be reviewed by the Planning Commission at their January 11th meeting.



UPPER UWCHLAN TOWNSHIP
MEMORANDUM

AC

Packet Page 30

ADMINISTRATION

TO: The Board of Supervisors
FROM: Kathi McGrath *Kathi*
Administrative Assistant
RE: Codes Department Activity Report
DATE: December 14, 2017

Attached, please find the Codes Department Activity Report for the month of November, 2017.

Attachments:
Activity Report

/km

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
33	\$ 7,844.00	33	\$ 7,844.00	58	\$10,396.32	38	\$10,396.32	33	\$19,195.00	33	\$19,195.00	38	\$ 27,889.54	36	\$ 27,889.54
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
31	\$ 4,271.00	92	\$ 15,028.00	59	\$ 9,600.34	151	\$ 24,049.20	38	\$ 9,003.50	109	\$ 59,383.24	62	\$ 61,429.00	128	\$ 95,527.54
42	\$ 4,833.00	134	\$ 19,861.00	135	\$ 15,230.00	266	\$ 39,279.20	64	\$ 88,297.00	173	\$ 147,680.24	61	\$ 30,429.00	159	\$ 125,956.54
41	\$ 7,073.00	175	\$ 26,934.00	119	\$ 35,803.18	405	\$ 72,072.38	125	\$ 34,112.00	298	\$ 151,792.24	61	\$ 13,118.56	250	\$ 139,075.10
71	\$ 7,430.70	246	\$ 34,364.70	154	\$ 21,139.54	538	\$ 94,111.02	109	\$ 9,919.12	407	\$ 171,711.36	117	\$ 107,225.16	367	\$ 246,300.26
98	\$ 16,371.26	344	\$ 50,735.96	98	\$ 11,326.56	657	\$ 105,448.48	55	\$ 8,120.56	462	\$ 179,831.92	78	\$ 60,308.00	445	\$ 306,608.26
152	\$ 33,972.00	498	\$ 64,707.96	100	\$ 9,501.00	753	\$ 114,979.48	83	\$ 50,103.08	545	\$ 229,935.00	99	\$ 9,532.32	535	\$ 316,140.58
239	\$ 17,0214.45	735	\$ 81,922.41	41	\$ 6,911.89	764	\$ 121,391.16	57	\$ 8,844.90	602	\$ 238,779.90	86	\$ 29,485.94	621	\$ 345,626.52
216	\$ 17,112.76	951	\$ 99,035.17	72	\$ 12,443.02	1300	\$ 113,334.36	64	\$ 8,144.42	666	\$ 246,923.42	101	\$ 69,748.73	722	\$ 415,375.25
124	\$ 15,200.85	1075	\$ 117,244.83	39	\$ 102,941.89	874	\$ 237,276.78	71	\$ 13,717.44	737	\$ 260,640.86	58	\$ 29,023.10	780	\$ 415,404.48
50	\$ 4,554.02	1135	\$ 121,768.85	51	\$ 6,235.24	925	\$ 243,512.02	42	\$ 9,929.00	779	\$ 270,569.86				



**NOVEMBER/DECEMBER
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 November.
- Tracking of work orders through Munilogic. 110 Submitted – 110 Completed
 - Municipal Authority
 - 2 Work orders submitted
 - 2 Completed (inspection items just entered end of period)
 - PA 1-calls
 - 61 Work orders submitted
 - 61 Completed
 - Public Works
 - 30 Work orders submitted
 - 30 Completed
 - Parks
 - 5 Work orders submitted
 - 5 Completed
 - Solid Waste
 - 12 Work orders submitted
 - 12 Completed
- Plumbing work in Police Station
- Conduit trenching at Upland Farms for electrical installation
- Worked on 2018 Budget.
- Completed another stormwater inlet repair on Krauser Road.
- Received a large Toter delivery, unloaded tractor trailer and stacked the new toters.
- Inlet repair/rebuild on Peregrine Road, Lauren Drive, and two inlets on Prescott Drive.

- Rebuilt brine sprayers to work off of the trucks hydraulics instead of separate gasoline engines.
- Repair of all parking lot lights at Hickory Park and Fellowship Fields.
- Created oversize light switch for tree lighting event.
- Installed all salt spreaders and Pre-wet systems on the trucks, and checked all plows.
- Installed safety signs at sewer plants and worked on inspection lists.
- Inlet cleaning of various inlets throughout the Township with vacuum truck.
- Prepared Upland Farms Barn for tree lighting event.
- Worked on multiple Police cars for minor issues.
- 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.
- Roadways inspections for sight distance, signage view, and for surface conditions are constantly being done.
- Minor maintenance issues were handled at the Township Buildings.

Bids:

- None

Road Dedications:

- 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: Toll Brothers – Reserve at Chester Springs
Onsite Escrow Release Request #6

DATE: December 13, 2017

Attached for your review and consideration is Toll Brothers Reserve at Chester Springs escrow release request #6, in the amount of \$263,370.92, specific to site work. Dave Leh, Gilmore Associates, has reviewed the request and is recommending the release of \$252,948.72. After release #6 in the amount of \$252,948.72 there will be \$534,020.40 remaining in escrow.

I would respectfully request that the BOS approve the escrow release as detailed above in the amount of \$252,948.72.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

December 13, 2017

File No. 11-11049T

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

Reference: Reserve at Chester Springs
Performance Bond Reduction Request No. 6

Dear Cary:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s December 6, 2017 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$252,948.72**. Following this release, there will be \$534,020.40 remaining in escrow.

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

Sincerely,

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

cc: Board of Supervisors
Justin K. Hunt – TBI (via e-mail only)
Michael Downs, PE – TBI (via e-mail only)
Gary Chase – TBI (via e-mail only)
Christopher Kopitsky – TBI (via e-mail only)
John Tomson – TBI (via e-mail only)

N:\Share\Municipal\Upper Uwchlan Twp\2011\11-11049T - Frame Property - Conditional Use Review\3.7.0_Escrow\Vargo ltr 121317 Release 6- Reserve at Chester Springs.doc

ESCROW STATUS REPORT

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

PROJECT NAME: RESERVE @ CHESTER SPRINGS

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER: 11-11049T
PROJECT SPONSOR: TOLL BROTHERS INC.
MUNICIPALITY: UPPER UCHLAN TOWNSHIP
ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ 64,500.00
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 64,500.00
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 2,420,610.61
CONSTRUCTION ESCROW REMAINING: \$ 263,268.39
TOWNSHIP SECURITY REMAINING: \$ 247,110.90
CONSTRUCTION INSPECTION REMAINING: \$ 23,641.11
TOTAL ESCROW REMAINING: \$ 534,020.40
82%

RELEASE NO.: 6
REQUEST DATE: December 6, 2017

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	PERCENT

A. CLEARING & GRUBBING

1. CLEARING AND GRUBBING	LS	1	\$ 37,088.00	\$ 37,088.00	1.00	\$ 37,088.00	0	100%
SUBTOTAL ITEM A				\$ 37,088.00		\$ 37,088.00		100%

B. E&S CONTROL

1. CONSTRUCTION ENTRANCES	SY	800	\$ 10.10	\$ 8,080.00	800	\$ 8,080.00	0	100%
2. 12" SILT SOCK	LF	260	\$ 4.00	\$ 1,040.00	260	\$ 1,040.00	0	100%
3. 24" SILT SOCK	LF	3,400	\$ 9.70	\$ 32,980.00	3,400	\$ 32,980.00	0	100%
4. TREE PROTECTION FENCE / LOD	LF	1,250	\$ 2.20	\$ 2,750.00	1,250	\$ 2,750.00	0	100%
5. INLET PROTECTION	EA	2	\$ 125.00	\$ 250.00	2	\$ 250.00	0	100%
6. TEMP SWALES	LS	1	\$ 11,472.00	\$ 11,472.00	1	\$ 11,472.00	0	100%
7. TEMP PIPE	LS	1	\$ 7,630.00	\$ 7,630.00	1	\$ 7,630.00	0	100%
8. TEMP SEED & MULCH	SF	881,900	\$ 0.05	\$ 44,095.00	881,900	\$ 44,095.00	0	100%
9. EROSION CONTROL BLANKET (NAGS75 3:1 slopes)	SY	3,200	\$ 2.00	\$ 6,400.00	3,200	\$ 6,400.00	0	100%
SUBTOTAL ITEM B				\$ 114,697.00		\$ 114,697.00		100%

C. EARTHWORK

1. STRIP TOPSOIL	CY	34,480	\$ 3.10	\$ 106,888.00	34,480	\$ 106,888.00	0	100%
2. CUT	CY	53,400	\$ 2.60	\$ 138,840.00	53,400	\$ 138,840.00	0	100%
3. FILL	CY	68,200	\$ 1.50	\$ 102,300.00	68,200	\$ 102,300.00	0	100%
4. RETURN TOPSOIL	CY	9,240	\$ 3.40	\$ 31,416.00	12,280	\$ 41,752.00	1,658	82%
5. PERM SEED & MATTING	SY	4,540	\$ 1.40	\$ 6,356.00	1,130	\$ 1,582.00	3,410	25%
SUBTOTAL ITEM C				\$ 385,800.00		\$ 375,388.80		97%

D. STORM SEWER

1. 15" RCP PIPE	LF	3020	\$25.31	\$ 76,436.20	3020	\$ 76,436.20	0	100%
2. 18" RCP PIPE	LF	814	\$30.46	\$ 24,794.44	814	\$ 24,794.44	0	100%
3. 24" RCP PIPE	LF	1121	\$37.59	\$ 42,138.39	1121	\$ 42,138.39	0	100%
4. 30" RCP PIPE	LF	601	\$48.34	\$ 29,052.34	601	\$ 29,052.34	0	100%
5. 36" RCP PIPE	LF	857	\$63.18	\$ 54,145.26	857	\$ 54,145.26	0	100%
6. STONE BEDDING	TON	4850	\$12.50	\$ 60,625.00	4850	\$ 60,625.00	0	100%
7. 2x4 INLETS	EA	2	\$2,454.50	\$ 4,909.00	2	\$ 4,909.00	0	100%
8. TYPE C INLET	EA	37	\$1,966.24	\$ 72,750.88	37	\$ 72,750.88	0	100%
9. TYPE C MODIFIED INLET	EA	17	\$3,140.65	\$ 53,391.05	17	\$ 53,391.05	0	100%
10. TYPE M INLET	EA	13	\$1,954.00	\$ 25,402.00	13	\$ 25,402.00	0	100%
11. TYPE M MODIFIED INLET	EA	2	\$2,777.00	\$ 5,554.00	2	\$ 5,554.00	0	100%
12. TYPE C DOUBLE INLETS	EA	4	\$3,598.50	\$ 14,398.00	4	\$ 14,398.00	0	100%

ESCROW STATUS REPORT

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

PROJECT NAME: RESERVE @ CHESTER SPRINGS

PROJECT NUMBER: 11-11049T

PROJECT SPONSOR: TOLL BROTHERS INC.

MUNICIPALITY: UPPER UWOHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 2,471,109.01
TOWNSHIP SECURITY (10%) = \$ 247,110.90
CONSTRUCTION INSPECTION \$ 236,411.11
GRAND TOTAL ESCROWED = \$ 2,954,631.02

RELEASE NO.: 6
REQUEST DATE: December 6, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ 64,500.00
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 64,500.00
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 2,420,610.61
CONSTRUCTION ESCROW REMAINING: \$ 283,268.39
TOWNSHIP SECURITY REMAINING: \$ 247,110.90
CONSTRUCTION INSPECTION REMAINING: \$ 23,641.11
TOTAL ESCROW REMAINING: \$ 534,020.40
82%

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 COMPLETE
13. STORM MANHOLES				EA	5	\$2,848.00	\$ 14,240.00	5	\$ 14,240.00	0	\$ -	100%
14. 24" DW ENDWALL				EA	1	\$1,544.00	\$ 1,544.00	1	\$ 1,544.00	0	\$ -	100%
15. 36" DW ENDWALL				EA	2	\$2,381.00	\$ 4,762.00	2	\$ 4,762.00	0	\$ -	100%
16. RIP RAP APRONS R3				TN	10	\$30.00	\$ 300.00	10	\$ 300.00	0	\$ -	100%
17. RIP RAP APRONS R4				TN	54	\$30.00	\$ 1,620.00	54	\$ 1,620.00	0	\$ -	100%
18. DUAL CULVERT 60" RCP				LF	100	\$331.00	\$ 33,100.00	100	\$ 33,100.00	0	\$ -	100%
19. CULVERT HWs				LS	1	\$86,390.00	\$ 86,390.00	1	\$ 86,390.00	0	\$ -	100%
20. CULVERT BYPASS PUMPING				LS	1	\$18,810.00	\$ 18,810.00	1	\$ 18,810.00	0	\$ -	100%
SUBTOTAL ITEM D						\$	624,362.56		\$ 624,362.56		\$ -	100%
G. BASIN												
1. STRIP TOPSOIL				CY	8,040	\$3.10	\$ 24,924.00		\$ 24,924.00	0	\$ -	100%
2. CUT				CY	2,220	\$2.60	\$ 5,772.00		\$ 5,772.00	0	\$ -	100%
3. FILL				CY	15,560	\$1.50	\$ 23,340.00		\$ 23,340.00	0	\$ -	100%
4. GRADING				SF	223,200	\$0.03	\$ 6,696.00		\$ 6,696.00	0	\$ -	100%
5. RESPREAD TOPSOIL				CY	6,500	\$3.40	\$ 22,100.00		\$ 22,100.00	0	\$ -	100%
6. SKIMMER				EA	1	\$4,069.00	\$ 4,069.00		\$ 4,069.00	0	\$ -	100%
7. OUTLET STRUCTURE 1.1				EA	1	\$4,243.00	\$ 4,243.00		\$ 4,243.00	0	\$ -	100%
8. 30" RCP PIPE CLASS III				LF	52	\$74.00	\$ 3,848.00		\$ 3,848.00	0	\$ -	100%
9. 30" ENDWALL				EA	1	\$2,240.00	\$ 2,240.00		\$ 2,240.00	0	\$ -	100%
10. ANTI-SHEEP COLLAR				EA	2	\$1,085.00	\$ 2,170.00		\$ 2,170.00	0	\$ -	100%
11. TEMP SPILLWAY				SY	550	\$2.80	\$ 1,540.00		\$ 1,540.00	0	\$ -	100%
12. PERM SPILLWAY (CONC. MONOSLAB PAVERS)				SY	550	\$40.00	\$ 22,000.00		\$ -	550	\$ 22,000.00	0%
13. BAFFLE				LF	460	\$31.60	\$ 14,536.00		\$ 14,536.00	0	\$ -	100%
14. RAKE, SEED (PERM), & STRAW MULCH				SF	218,700	\$0.08	\$ 17,496.00		\$ 17,496.00	0	\$ -	100%
15. RIP RAP APRON R4 @ SPILLWAY				TN	240	\$30.00	\$ 7,200.00		\$ 7,200.00	0	\$ -	100%
16. RIP RAP APRON R4 @ LEVEL SPREADER				TN	120	\$30.00	\$ 3,600.00		\$ 3,600.00	0	\$ -	100%
17. LEVEL SPREADER				CY	24	\$273.00	\$ 6,552.00		\$ 6,552.00	0	\$ -	100%
18. 6" PERFORATED UNDERDRAIN				LF	340	\$15.00	\$ 5,100.00		\$ -	340	\$ 5,100.00	0%
SUBTOTAL ITEM G						\$	177,426.00		\$ 150,326.00		\$ 27,100.00	85%
K. PAVING & CURBING												
1. FINE GRADE				SY	15,177	\$1.17	\$ 17,757.09		\$ 17,757.09	0	\$ -	100%
2. 5" 2A MODIFIED				SY	15,177	\$5.75	\$ 87,267.75		\$ 87,267.75	0	\$ -	100%
3. 3" 19MM BINDER				SY	15,177	\$11.45	\$ 173,776.65		\$ 173,776.65	0	\$ -	100%
4. CLEAN & TACK				SY	15,177	\$0.50	\$ 7,588.50		\$ -	15,177	\$ 7,588.50	0%
5. 1.5" 9.5MM WEARING				SY	15,177	\$6.60	\$ 100,168.20		\$ -	15,177	\$ 100,168.20	0%
6. BELGIAN BLOCK				LF	8,810	\$16.40	\$ 144,484.00		\$ 144,484.00	0	\$ -	100%
7. 6" asphalt Trail ONSITE				LF	1,870	\$24.37	\$ 45,571.90		\$ 45,571.90	0	\$ -	100%
8. 6" asphalt Trail OFFSITE				LF	1,640	\$45.21	\$ 74,144.40		\$ 74,144.40	0	\$ -	100%
9. Concrete Sidewalk				SF	12,300	\$4.00	\$ 49,200.00		\$ 12,300.00	9,225	\$ 36,900.00	25%
SUBTOTAL ITEM K						\$	699,958.49		\$ 555,301.79		\$ 144,656.70	79%

ESCROW STATUS REPORT

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

PROJECT NAME: RESERVE @ CHESTER SPRINGS

PROJECT NUMBER: 11-11049T

PROJECT SPONSOR: TOLL BROTHERS INC.

MUNICIPALITY: UPPER UWGHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 2,471,109.01
TOWNSHIP SECURITY (10%) = \$ 247,110.90
CONSTRUCTION INSPECTION \$ 236,411.11
GRAND TOTAL ESCROWED = \$ 2,954,631.02

RELEASE NO.: 6
REQUEST DATE: December 6, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ 64,500.00
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ 64,500.00
TOTAL OF CONST. RELEASES TO DATE: \$ 2,420,610.61
CONSTRUCTION ESCROW REMAINING: \$ 263,268.39
TOWNSHIP SECURITY REMAINING: \$ 247,110.90
CONSTRUCTION INSPECTION REMAINING: \$ 23,641.11
TOTAL ESCROW REMAINING: \$ 534,020.40
82%

ESCROW TABULATION		UNITS		QUANTITY	UNIT PRICE	TOTAL AMOUNT	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	QUANTITY	TOTAL AMOUNT	PERCENT				
L. SURVEYING																	
1. CONSTRUCTION STAKING																	
2. MONUMENTS							LS	1	\$56,050.00	\$	56,350.00			95%			
3. AS-BUILTS							EA	61	\$94.75	\$	5,780.00	0	\$	0%			
							LS	1	\$10,700.00	\$	10,700.00	61	\$	0%			
SUBTOTAL ITEM L									\$	72,530.00		\$	19,282.50	73%			
M. LANDSCAPING																	
1. PERIMETER BUFFER PLANTINGS							EA	226	\$116.08	\$	26,234.00	90	\$	10,447.17			
2. STREET TREES							EA	167	\$304.44	\$	50,941.52	25	\$	7,611.01			
3. RIPARIAN FOREST PLANTINGS (ZONES 1 & 2)							EA	436	\$58.95	\$	25,703.80	436	\$	25,703.80	75%		
4. RIPARIAN FOREST SEED (ERNST 178)							SF	51,135	\$0.08	\$	4,218.64	51,135	\$	4,218.64	25%		
SUBTOTAL ITEM M									\$	106,997.96		\$	62,442.47	0	\$	100%	
													\$	44,555.49	100%		
N. MISCELLANEOUS															58%		
1. RETAINING WALL @ LOTS 3-6							SF	1,143	\$21.99	\$	25,140.00						
2. RETAINING WALL @ LOT 14							SF	1,140	\$22.05	\$	25,140.00						
3. RETAINING WALL @ BASIN							SF	3,236	\$21.40	\$	69,240.00						
4. RETAINING WALL @ LCR							SF	207	\$28.90	\$	5,982.00						
5. INSPECTIONS & CERTIFICATIONS @ ALL WALLS							LS	1	\$6,647.00	\$	6,647.00						
6. SLEEVES @ ALL WALLS							LS	1	\$16,350.00	\$	16,350.00						
7. STREET LIGHTS							EA	7	\$3,500.00	\$	24,500.00						
8. ADA Ped. Ramp w/ Truncated Domes							EA	10	\$ 1,000.00	\$	10,000.00	3	\$	3,000.00	0	\$	100%
9. Signs							EA	38	\$ 200.00	\$	7,600.00	1	\$	1,000.00	9	\$	100%
10. Pavement Markings							LS	1	\$ 5,000.00	\$	5,000.00	15	\$	3,000.00	8	\$	10%
11. Tot Lot							LS	1	\$ 50,000.00	\$	50,000.00	1	\$	50,000.00	0	\$	79%
12. Basin Fencing (4' High Split Rail)							LF	1,330	\$ 5.00	\$	6,650.00	1	\$	5,000.00	1	\$	0%
SUBTOTAL ITEM N									\$	252,249.00		\$	4,987.50	333	\$	1,662.50	100%
									\$	64,500.00		\$	4,987.50	333	\$	1,662.50	75%
									\$	252,249.00		\$	234,986.50		\$	17,262.50	93%
TOTAL IMPROVEMENTS - ITEMS A-N									\$	2,471,109.01		\$	2,207,840.62		\$	263,268.39	89%
O. TOWNSHIP SECURITY (10%)									\$	247,110.90		\$	-	1	\$	247,110.90	0%
P. CONSTRUCTION INSPECTION									\$	236,411.11		\$	212,769.99	0.10	\$	23,641.11	90%
NET CONSTRUCTION RELEASE									\$	2,954,631.02		\$	2,420,610.61		\$	534,020.40	82%
SURETY AMOUNT									\$	2,954,631.02		\$	2,420,610.61		\$	534,020.40	82%



December 6, 2017

Upper Uwchlan Township
Board of Supervisors
140 Pottstown Pike
Chester Springs, PA 19425

Via E-Mail

Re: Performance Surety Bond #82398033 & Surety Reduction Request No. 6

Dear Board Members,

Toll Brothers, Inc. posted the aforementioned financial instrument to ensure the completion of the proposed site improvements at Reserve @ Chester Springs. Toll Brothers, Inc. completed \$263,370.92 associated with the completion of the project. Please see the attached escrow spreadsheet for a reconciliation of our progress to date regarding site improvements.

Therefore, pursuant to the "Pennsylvania Municipalities Planning Code" Section 509 (j) and Act 154 of 2012, please kindly process Toll Brothers, Inc.'s Surety Reduction Request No. 6, in the amount of \$263,370.92.

I thank the board in advance of your consideration of this matter and await word of your confirmation of this request. Please direct follow up correspondence to my attention.

Sincerely,

Justin K. Hunt
Land Development Manager

CC:

Cary Vargo, Upper Uwchlan Township (via E-Mail)
David Leh, Gilmore & Associates, Inc. (via E-Mail)
Michael Downs, P.E., TBI (via E-Mail)
Christopher Kopitsky, TBI (via E-Mail)
Sarah Smith, TBI (via E-Mail)

ESCROW STATUS REPORT

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

PROJECT NAME: RESERVE @ CHESTER SPRINGS

PROJECT NUMBER: 11-11049T

PROJECT SPONSOR: ESE
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 2,471,109.01
TOWNSHIP SECURITY (10%) = \$ 247,110.90
CONSTRUCTION INSPECTION \$ 236,411.11
GRAND TOTAL ESCROWED = \$ 2,954,631.02

RELEASE NO.: 6
REQUEST DATE: December 6, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ 263,370.92
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
CONSTRUCTION INSPECTION REMAINING: \$ 263,370.92
AMOUNT OF CURRENT TOTAL RELEASE: \$ 263,370.92
TOTAL OF CONST. RELEASES TO DATE: \$ 2,442,853.37
CONSTRUCTION ESCROW REMAINING: \$ 252,846.19
TOWNSHIP SECURITY REMAINING: \$ 247,110.90
CONSTRUCTION INSPECTION REMAINING: \$ 11,820.55
TOTAL ESCROW REMAINING: \$ 511,777.65
83%

ESCROW TABULATION

CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

A. CLEARING & GRUBBING

1. CLEARING AND GRUBBING	LS	1	\$ 37,088.00	\$ 37,088.00			1.00	\$ 37,088.00	0	\$ -	100%
SUBTOTAL ITEM A				\$ 37,088.00				\$ 37,088.00		\$ -	100%

B. E&S CONTROL

1. CONSTRUCTION ENTRANCES	SY	800	\$ 10.10	\$ 8,080.00			800.00	\$ 8,080.00	0	\$ -	100%
2. 12" SILT SOCK	LF	260	\$ 4.00	\$ 1,040.00			260.00	\$ 1,040.00	0	\$ -	100%
3. 24" SILT SOCK	LF	3,400	\$ 9.70	\$ 32,980.00			3,400.00	\$ 32,980.00	0	\$ -	100%
4. TREE PROTECTION FENCE / LOD	LF	1,250	\$ 2.20	\$ 2,750.00			1,250.00	\$ 2,750.00	0	\$ -	100%
5. INLET PROTECTION	EA	2	\$ 125.00	\$ 250.00			2.00	\$ 250.00	0	\$ -	100%
6. TEMP SWALES	LS	1	\$ 11,472.00	\$ 11,472.00			1.00	\$ 11,472.00	0	\$ -	100%
7. TEMP PIPE	LS	1	\$ 7,630.00	\$ 7,630.00			1.00	\$ 7,630.00	0	\$ -	100%
8. TEMP SEED & MULCH	SF	881,900	\$ 0.05	\$ 44,095.00			881,900.00	\$ 44,095.00	0	\$ -	100%
9. EROSION CONTROL BLANKET (NAGS75 3:1 slope)	SY	3,200	\$ 2.00	\$ 6,400.00			3,200.00	\$ 6,400.00	0	\$ -	100%
SUBTOTAL ITEM B				\$ 114,697.00				\$ 114,697.00		\$ -	100%

C. EARTHWORK

1. STRIP TOPSOIL	CY	34,480	\$ 3.10	\$ 106,888.00			34,480.00	\$ 106,888.00	0	\$ -	100%
2. CUT	CY	53,400	\$ 2.60	\$ 138,840.00			53,400.00	\$ 138,840.00	0	\$ -	100%
3. FILL	CY	68,200	\$ 1.50	\$ 102,300.00			68,200.00	\$ 102,300.00	0	\$ -	100%
4. RETURN TOPSOIL	CY	9,240	\$ 3.40	\$ 31,416.00			9,240.00	\$ 31,416.00	0	\$ -	100%
5. PERM SEED & MATTING	SY	4,540	\$ 1.40	\$ 6,356.00			4,540.00	\$ 6,356.00	1,135	\$ 1,589.00	75%
SUBTOTAL ITEM C				\$ 365,800.00				\$ 384,211.00		\$ 1,589.00	100%

D. STORM SEWER

1. 15" RCP PIPE	LF	3020	\$ 25.31	\$ 76,436.20			3020.00	\$ 76,436.20	0	\$ -	100%
2. 18" RCP PIPE	LF	814	\$ 30.46	\$ 24,794.44			814.00	\$ 24,794.44	0	\$ -	100%
3. 24" RCP PIPE	LF	1121	\$ 37.59	\$ 42,138.39			1,121.00	\$ 42,138.39	0	\$ -	100%
4. 30" RCP PIPE	LF	601	\$ 48.34	\$ 29,052.34			601.00	\$ 29,052.34	0	\$ -	100%
5. 36" RCP PIPE	LF	857	\$ 53.18	\$ 45,545.26			857.00	\$ 45,545.26	0	\$ -	100%
6. STONE BEDDING	TON	4850	\$ 12.50	\$ 60,625.00			4,850.00	\$ 60,625.00	0	\$ -	100%
7. 2x4" INLETS	EA	2	\$ 2,454.50	\$ 4,909.00			2.00	\$ 4,909.00	0	\$ -	100%
8. TYPE C INLET	EA	37	\$ 1,966.24	\$ 72,750.88			37.00	\$ 72,750.88	0	\$ -	100%
9. TYPE C MODIFIED INLET	EA	17	\$ 3,140.65	\$ 53,391.05			17.00	\$ 53,391.05	0	\$ -	100%
10. TYPE M INLET	EA	13	\$ 1,954.00	\$ 25,402.00			13.00	\$ 25,402.00	0	\$ -	100%
11. TYPE M MODIFIED INLET	EA	2	\$ 2,777.00	\$ 5,554.00			2.00	\$ 5,554.00	0	\$ -	100%
12. TYPE C DOUBLE INLETS	EA	4	\$ 3,599.50	\$ 14,398.00			4.00	\$ 14,398.00	0	\$ -	100%

ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA. 19428

PROJECT NAME: RESERVE @ CHESTER SPRINGS

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER: 11-11049T
PROJECT SPONSOR: ESE
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP
ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ 283,370.92
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
CONSTRUCTION INSPECTION REMAINING: \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ 283,370.92
TOTAL OF CONST. RELEASES TO DATE: \$ 2,442,853.37
CONSTRUCTION ESCROW REMAINING: \$ 252,846.19
TOWNSHIP SECURITY REMAINING: \$ 247,110.90
CONSTRUCTION INSPECTION REMAINING: \$ 11,820.56
TOTAL ESCROW REMAINING: \$ 511,777.65
83%

RELEASE NO.: 6
REQUEST DATE: December 6, 2017

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
13. STORM MANHOLES	EA	5	\$2,848.00	\$ 14,240.00	-	-	5.00	\$ 14,240.00	0	\$ -	100%
14. 24" DW ENDWALL	EA	1	\$1,544.00	\$ 1,544.00	-	-	1.00	\$ 1,544.00	0	\$ -	100%
15. 36" DW ENDWALL	EA	2	\$2,381.00	\$ 4,762.00	-	-	2.00	\$ 4,762.00	0	\$ -	100%
16. RIP RAP APRONS R3	TN	10	\$30.00	\$ 300.00	-	-	10.00	\$ 300.00	0	\$ -	100%
17. RIP RAP APRONS R4	TN	54	\$30.00	\$ 1,620.00	-	-	54.00	\$ 1,620.00	0	\$ -	100%
18. DUAL CULVERT 60" RCP	LF	100	\$331.00	\$ 33,100.00	-	-	100.00	\$ 33,100.00	0	\$ -	100%
19. CULVERT HWY6	LS	1	\$86,390.00	\$ 86,390.00	-	-	1.00	\$ 86,390.00	0	\$ -	100%
20. CULVERT BYPASS PUMPING	LS	1	\$18,810.00	\$ 18,810.00	-	-	1.00	\$ 18,810.00	0	\$ -	100%
SUBTOTAL ITEM D			\$	\$ 624,362.56		\$ 18,839.20		\$ 624,362.56		\$ -	100%

G. BASIN											
1. STRIP TOPSOIL	CY	8,040	\$3.10	\$ 24,924.00	-	-	8040.00	\$ 24,924.00	0	\$ -	100%
2. CUT	CY	2,220	\$2.60	\$ 5,772.00	-	-	2220.00	\$ 5,772.00	0	\$ -	100%
3. FILL	CY	15,560	\$1.50	\$ 23,340.00	-	-	15560.00	\$ 23,340.00	0	\$ -	100%
4. GRADING	SF	223200	\$0.03	\$ 6,696.00	-	-	223200.00	\$ 6,696.00	0	\$ -	100%
5. RESPREAD TOPSOIL	CY	6,500	\$3.40	\$ 22,100.00	-	-	6500.00	\$ 22,100.00	0	\$ -	100%
6. SKIMMER	EA	1	\$4,069.00	\$ 4,069.00	-	-	1.00	\$ 4,069.00	0	\$ -	100%
7. OUTLET STRUCTURE 1.1	EA	1	\$4,243.00	\$ 4,243.00	-	-	1.00	\$ 4,243.00	0	\$ -	100%
8. 30" RCP PIPE CLASS III	LF	52	\$74.00	\$ 3,848.00	-	-	52.00	\$ 3,848.00	0	\$ -	100%
9. 30" ENDWALL	EA	1	\$2,240.00	\$ 2,240.00	-	-	1.00	\$ 2,240.00	0	\$ -	100%
10. ANTI-SLEEP COLLAR	EA	2	\$1,065.00	\$ 2,130.00	-	-	2.00	\$ 2,130.00	0	\$ -	100%
11. TEMP SPILLWAY	EA	550	\$2.80	\$ 1,540.00	-	-	550.00	\$ 1,540.00	0	\$ -	100%
12. PERM SPILLWAY (CONC. MONOSLAB PAVERS)	SY	550	\$40.00	\$ 22,000.00	-	-	550	\$ 22,000.00	0	\$ -	0%
13. BAFFLE	LF	480	\$31.60	\$ 15,168.00	-	-	480.00	\$ 15,168.00	0	\$ -	100%
14. RAKE, SEED (PERM.) & STRAW MULCH	SF	218700	\$0.08	\$ 17,496.00	-	-	218700.00	\$ 17,496.00	0	\$ -	100%
15. RIP RAP APRON R4 @ SPILLWAY	TN	240	\$30.00	\$ 7,200.00	-	-	240.00	\$ 7,200.00	0	\$ -	100%
16. RIP RAP APRON R4 @ LEVEL SPREADER	TN	120	\$30.00	\$ 3,600.00	-	-	120.00	\$ 3,600.00	0	\$ -	100%
17. LEVEL SPREADER	CY	24	\$273.00	\$ 6,552.00	-	-	24.00	\$ 6,552.00	0	\$ -	100%
18. 6" PERFORATED UNDERDRAIN	LF	340	\$15.00	\$ 5,100.00	-	-	340	\$ 5,100.00	0	\$ -	0%
SUBTOTAL ITEM G			\$	\$ 177,426.00		-		\$ 150,326.00		\$ 27,100.00	85%

K. PAVING & CURBING											
1. FINE GRADE	SY	15,177	\$1.17	\$ 17,757.09	-	-	15177.00	\$ 17,757.09	0	\$ -	100%
2. 5' 2A MODIFIED	SY	15,177	\$5.75	\$ 87,267.75	-	-	15177.00	\$ 87,267.75	0	\$ -	100%
3. 3' 19MM BINDER	SY	15,177	\$11.45	\$ 173,776.65	-	-	15177.00	\$ 173,776.65	0	\$ -	100%
4. CLEAN & TACK	SY	15,177	\$0.50	\$ 7,588.50	-	-	15177.00	\$ 7,588.50	0	\$ -	0%
5. 1.5" 9.5MM WEARING	SY	15,177	\$6.60	\$ 100,168.20	-	-	15177.00	\$ 100,168.20	0	\$ -	0%
6. BELGIAN BLOCK	LF	8,810	\$16.40	\$ 144,484.00	-	-	8810.00	\$ 144,484.00	0	\$ -	100%
7. 6" asphalt Trail ONSITE	LF	1,870	\$24.37	\$ 45,571.90	-	-	1870.00	\$ 45,571.90	0	\$ -	100%
8. 6" asphalt Trail OFFSITE	LF	1,840	\$45.21	\$ 83,195.64	-	-	1840.00	\$ 83,195.64	0	\$ -	100%
9. Concrete Sidewalk	SF	12,300	\$4.00	\$ 49,200.00	-	-	3075.00	\$ 12,300.00	9,225	\$ 36,900.00	25%
SUBTOTAL ITEM K			\$	\$ 699,956.49		\$ 101,626.91		\$ 588,329.58		\$ 144,626.91	79%

ESCROW STATUS REPORT

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

RESERVE @ CHESTER SPRINGS		SUMMARY OF ESCROW ACCOUNT		TRAPPE, PA 19426	
PROJECT NAME:	11-11049T			AMOUNT OF CURRENT CONST. RELEASE:	\$ 263,370.92
PROJECT NUMBER:	ESE	TOTAL CONSTRUCTION (100%) = \$	2,471,109.01	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
PROJECT SPONSOR:	UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$	247,110.90	CONSTRUCTION INSPECTION REMAINING:	\$ -
MUNICIPALITY:		CONSTRUCTION INSPECTION \$	236,411.11	AMOUNT OF CURRENT TOTAL RELEASE:	\$ 263,370.92
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$	2,954,631.02	TOTAL OF CONST. RELEASES TO DATE:	\$ 2,442,853.37
TYPE OF SECURITY:		RELEASE NO.:	6	CONSTRUCTION ESCROW REMAINING:	\$ 252,846.19
AGREEMENT DATE:		REQUEST DATE:	December 6, 2017	TOWNSHIP SECURITY REMAINING:	\$ 247,110.90
				CONSTRUCTION INSPECTION REMAINING:	\$ 11,820.56
				TOTAL ESCROW REMAINING:	\$ 511,777.65
					83%

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 COMPLETE

L. SURVEYING

[illegible]

M LANDSCAPING

[illegible]

N. MISCELLANEOUS

[illegible][illegible]

	\$	2,954,631.02	\$	283,370.92	\$	2,442,853.37	\$	511,777.65	83%
NET CONSTRUCTION RELEASE									
SURETY AMOUNT	\$	2,954,631.02	\$	283,370.92	\$	2,442,853.37	\$	511,777.65	83%

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

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRICTION (100%) = \$ 2 471 108 01


TOWNSHIP SECURITY (10%) = \$	247,110.90
CONSTRUCTION INSPECTION \$	236,411.11

GRAND TOTAL ESCROWED = \$ 2,954,631.02

RELEASE NO.: 6

REQUEST DATE: December 6, 2017

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS		UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT COMPLETE


BROTHERS, INC.

DATE 12/6/17

GILMORE AND ASSOCIATES, INC.

DATE _____

UPPER UWCHLAN TOWNSHIP

DATE _____



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Toll Brothers – Townes at Chester Springs
Escrow Release Request #1

DATE: December 13, 2017

Attached for your review and consideration is Toll Brothers Townes at Chester Springs escrow release request #1, in the amount of \$711,050.40, specific to site work. Dave Leh, Gilmore Associates, has reviewed the request and is recommending the release of \$677,565.05. After release #1 in the amount of \$677,565.05 there will be \$448,649.69 remaining in escrow.

I would respectfully request that the BOS approve the escrow release as detailed above in the amount of \$677,565.05.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

December 12, 2017

File No. 15-11040T

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

Reference: Townes at Chester Springs
Performance Bond Reduction Request No. 1

Dear Cary:

Gilmore & Associates, Inc. has reviewed Toll Brothers Inc.'s December 6, 2017 request associated with release of escrow for the above-referenced project. Based upon our review of the submitted payment request, we recommend release of **\$677,565.05**. Following this release, there will be \$448,649.69 remaining in escrow.

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

Sincerely,

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

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

N:\Share\Municipal\Upper Uwchlan Twp\2015\15-11040T - 270-290 Park Road (Gunner) Review\3.7.0_Escrow\Vargo ltr 121217 Release 1- Townes at Chester Springs.doc

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426		
PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs)												
PROJECT NUMBER: 15-11040T												
PROJECT SPONSOR: Toll PA XV, LP												
MUNICIPALITY: Upper Uwchlan Township												
SUMMARY OF ESCROW ACCOUNT												
TOTAL CONSTRUCTION (100%) = \$ 941,603.95												
TOWNSHIP SECURITY = \$ 94,160.40												
CONSTRUCTION INSPECTION \$ 90,450.40												
GRAND TOTAL ESCROWED = \$ 1,126,214.74												
RELEASE NO.: 1												
REQUEST DATE: December 6, 2017												
TOTAL ESCROW REMAINING: \$ 448,649.69												
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	
A. CLEARING & GRUBBING												
1. Clearing and Grubbing				LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	100%	
SUBTOTAL ITEM A						\$	10,000.00		\$ 10,000.00		100%	
B. EROSION & SEDIMENTATION CONTROLS												
1. Construction Entrance				EA	2	\$ 2,850.00	\$ 5,700.00	2	\$ 5,700.00	\$ -	100%	
2. 24" Silt Sock				LF	368	\$ 10.00	\$ 3,680.00	368	\$ 3,680.00	\$ -	100%	
3. 32" Silt Sock				LF	681	\$ 14.00	\$ 9,534.00	681	\$ 9,534.00	\$ -	100%	
4. Tree Protection Fence / LOD				LF	112	\$ 2.00	\$ 224.00	112	\$ 224.00	\$ -	100%	
5. Inlet Protection				EA	19	\$ 123.00	\$ 2,375.00		\$ -	19	\$ 2,375.00	
6. Swales				SV	750	\$ 3.00	\$ 2,250.00		\$ -	750	\$ 2,250.00	
7. Temp. Seed & Mulch				SF	159,000	\$ 0.04	\$ 6,360.00	50,000	\$ 2,000.00	109,000	\$ 4,360.00	
SUBTOTAL ITEM B						\$	30,123.00		\$ 21,138.00		31%	
									\$ 8,985.00		70%	
C. EARTHWORK												
1. Strip Topsoil				CY	4,700	\$ 3.00	\$ 14,100.00	4,700	\$ 14,100.00	\$ -	100%	
2. Cut / Fill				CY	53,400	\$ 2.60	\$ 138,840.00	53,400	\$ 138,840.00	\$ -	100%	
3. Return Topsoil				CY	2,200	\$ 3.40	\$ 7,480.00	2,000	\$ 6,800.00	200	\$ 680.00	
SUBTOTAL ITEM C						\$	160,420.00		\$ 159,740.00		100%	
D. STORM SEWER												
1. 15" RCP				LF	849	\$ 30.00	\$ 25,470.00	849	\$ 25,470.00	\$ -	100%	
2. Type C Inlet				EA	6	\$ 2,700.00	\$ 16,200.00	6	\$ 16,200.00	\$ -	100%	
3. Type M Inlet				EA	9	\$ 2,500.00	\$ 22,500.00	9	\$ 22,500.00	\$ -	100%	
4. Snouts				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	
SUBTOTAL ITEM D						\$	111,112.00		\$ 64,170.00		58%	
E. INFILTRATION BASINS												
INFILTRATION BASIN #1												
1. Orange Construction Fence				LF	200	\$ 2.00	\$ 400.00	200	\$ 400.00	\$ -	100%	
2. Earthwork				LS	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00	\$ -	100%	
3. Spillway Matting				SF	1,050	\$ 0.50	\$ 525.00	1,050	\$ 525.00	\$ -	100%	
4. Rake, Seed, & Matting				SF	7,500	\$ 0.15	\$ 1,125.00	7,500	\$ 1,125.00	\$ -	100%	
5. Weir Curb				LF	40	\$ 50.00	\$ 2,000.00	40	\$ 2,000.00	\$ -	100%	
6. Infiltration Bed Install				LS	1	\$ 60,000.00	\$ 60,000.00	1	\$ 60,000.00	\$ -	100%	
INFILTRATION BASIN #2												
1. Orange Construction Fence				LF	240	\$ 2.00	\$ 480.00	240	\$ 480.00	\$ -	100%	
2. Earthwork				LS	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	\$ -	100%	
3. Spillway Matting				SF	680	\$ 0.50	\$ 340.00	680	\$ 340.00	\$ -	100%	
4. Rake, Seed, & Matting				SF	4,600	\$ 0.15	\$ 690.00	4,600	\$ 690.00	\$ -	100%	
5. Weir Curb				LF	18	\$ 50.00	\$ 900.00	18	\$ 900.00	\$ -	100%	
6. Infiltration Bed Install				LS	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ -	100%	

ESCROW STATUS REPORT

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

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

PROJECT NUMBER: 15-11040T

PROJECT SPONSOR: TOLL PA XV, LP
Municipality: Upper Uwchlan Township

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 941,603.95
TOWNSHIP SECURITY = \$ 94,160.40
CONSTRUCTION INSPECTION \$ 90,450.40
GRAND TOTAL ESCROWED = \$ 1,126,214.74

RELEASE NO.: 1
REQUEST DATE: December 6, 2017

TOTAL ESCROW REMAINING: \$ 448,649.69
CONSTRUCTION COMPLETION:

ESCROW TABULATION														
CONSTRUCTION ITEMS														
UNITS		QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE			
										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
INFILTRATION BASIN #3														
1. Orange Construction Fence		LF	450	\$ 2.00	\$ 900.00	450	\$ 900.00	450	\$ 900.00	\$ -	100%			
2. Infiltration Bed Install		LS	1	\$ 175,000.00	\$ 175,000.00	1	\$ 175,000.00	1	\$ 175,000.00	\$ -	100%			
SUBTOTAL ITEM E						\$	285,360.00		\$	285,360.00	\$ -	100%		
F. PAVING & CURBING														
1. Fine Grade		SY	2,985	\$ 1.17	\$ 3,492.45		\$		\$	2,985	\$ 3,492.45			
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	8,500	\$ 4.00	\$ 34,000.00		\$		\$	8,500	\$ 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			
SUBTOTAL ITEM F						\$	175,509.95		\$	175,509.95				
G. SURVEYING														
1. Construction Staking		LS	1	\$ 20,000.00	\$ 20,000.00	0.33	\$ 6,600.00	0	\$ 6,600.00	1	\$ 13,400.00	33%		
2. Monumentation		LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 5,000.00			
3. As-Built		LS	1	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00			
SUBTOTAL ITEM G						\$	6,600.00		\$	25,900.00	20%			
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 - 30-36" HT		EA	186	\$ 45.00	\$ 8,370.00		\$		\$	186	\$ 8,370.00			
5. Benches		EA	4	\$ 300.00	\$ 1,200.00		\$		\$	4	\$ 1,200.00			
SUBTOTAL ITEM H						\$	37,100.00		\$	37,100.00				
I. MISCELLANEOUS														
1. Retaining Wall		SF	1,693	\$ 23.00	\$ 38,939.00	1,693	\$ 38,939.00	1,693	\$ 38,939.00	\$ -	100%			
2. Fence on Wall		LF	270	\$ 12.00	\$ 3,240.00	270	\$ 3,240.00	270	\$ 3,240.00	\$ -	100%			
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			
SUBTOTAL ITEM I						\$	42,179.00		\$	42,179.00		42%		

ESCROW STATUS REPORT												
PROJECT NAME: 270-290 Park Road (Townes @ Chester Springs)				GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA. 19426								
SUMMARY OF ESCROW ACCOUNT												
PROJECT NUMBER: 15-11040T				941,603.95								
PROJECT SPONSOR: Toll PA XV, LP				TOTAL CONSTRUCTION (100%) = \$								
MUNICIPALITY: Upper Uwchlan Township				TOWNSHIP SECURITY = \$ 94,160.40								
				CONSTRUCTION INSPECTION \$ 90,450.40								
				GRAND TOTAL ESCROWED = \$ 1,126,214.74								
RELEASE NO.: 1												
REQUEST DATE: December 6, 2017												
TOTAL ESCROW REMAINING: \$ 448,649.69												
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	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT
TOTAL IMPROVEMENTS - ITEMS A-M												
H. TOWNSHIP SECURITY						\$ 941,603.95		\$ 589,187.00		\$		63%
I. CONSTRUCTION INSPECTION						\$ 94,160.40		\$ 29,459.35		\$		31%
						\$ 90,450.40		\$ 58,918.70		\$		65%
NET CONSTRUCTION RELEASE						\$ 1,126,214.74		\$ 677,565.05		\$		60%
SURETY AMOUNT						\$ 1,126,214.74		\$ 677,565.05		\$		60%



12/06/17

The Board of Supervisors
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, Pa 19425

Via Certified Mail Receipt 7014 0510 0002 1019 4821

Re; Performance Surety Bond # 019059797 & Surety Reduction Request No. 1

Dear Board Members,

Toll Brothers posted the aforementioned financial instrument to ensure the completion of the proposed site improvements, excluding sanitary sewer at The Townes at Chester Springs. This instrument has a current balance of \$1,126,214.74

In the time following the Board's receipt of the aforementioned Surety; Toll Brothers, Inc. has completed \$711,050.40 of the costs associated with the project. These costs are itemized within the attached Township Engineer's "Construction Cost Escrow" dated 12-06-17.

Therefore and Pursuant to the "Pennsylvania Municipalities Planning Code" Section 509 (j) and Act 154 of 2012; I am writing to ask the township to process Toll Brothers, Inc.'s reduction request No. 1 in the amount of \$711,050.40 US dollars.

I thank the board in advance of their consideration of this matter and await word of your confirmation of this request. Please direct any and all follow up correspondence in this regard to my attention care of our office located at 250 Gibraltar Rd., Horsham, Pa 19044.

Please do not send correspondence to the issuer of the surety without adding me as a "cc" and providing me with a true copy of the correspondence. Thank you.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Michael C. Richardson", is written over a light blue horizontal line.

Michael Richardson
Toll Brothers, Inc.
Land Development Manager

Cc;
Cary Vargo, Upper Uwchlan Township
Dave Leh, PE Gilmore & Associates
Mike Downs VP TBI

ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA 19428

PROJECT NAME: TOWNES @ CHESTER SPRINGS

PROJECT NUMBER:

PROJECT SPONSOR: TOLL PA XV, L.P.
MUNICIPALITY: UPPER UWICHIAN TOWNSHIP

ESCROW AGENT:
TYPE OF SECURITY: Bond # 019059797
AGREEMENT DATE: 07/17/2017

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 941,603.95
TOWNSHIP SECURITY (10%) = \$ 94,160.40
CONSTRUCTION INSPECTION \$ 90,450.39
GRAND TOTAL ESCROWED = \$ 1,126,214.74

RELEASE NO.: 1
REQUEST DATE: December 6, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ 592,542.00
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 59,254.20
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 59,254.20
AMOUNT OF CURRENT TOTAL RELEASE: \$ 711,050.40
TOTAL OF CONST. RELEASES TO DATE: \$ 941,603.95
CONSTRUCTION ESCROW REMAINING: \$ 94,160.40
TOWNSHIP SECURITY REMAINING: \$ 90,450.40
CONSTRUCTION INSPECTION REMAINING: \$ 90,450.40
TOTAL ESCROW REMAINING: \$ 1,126,214.74
0%

ESCROW TABULATION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

CONSTRUCTION ITEMS

A. CLEARING & GRUBBING											
1. CLEARING AND GRUBBING	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	\$ 10,000.00	0%
SUBTOTAL ITEM A				\$ 10,000.00		\$ 10,000.00		\$ -		\$ 10,000.00	0%

B. E&S CONTROL											
1. CONSTRUCTION ENTRANCES	EA	2	\$ 5,700.00	\$ 5,700.00	2	\$ 5,700.00		\$ -	2	\$ 5,700.00	0%
2. 24" SILT SOCK	LF	368	\$ 3,680.00	\$ 3,680.00	368	\$ 3,680.00		\$ -	368	\$ 3,680.00	0%
3. 32" SILT SOCK	LF	681	\$ 14.00	\$ 9,534.00	681	\$ 9,534.00		\$ -	681	\$ 9,534.00	0%
4. TREE PROTECTION FENCE / LOD	LF	112	\$ 2.00	\$ 224.00	112	\$ 224.00		\$ -	112	\$ 224.00	0%
5. INLET PROTECTION	EA	19	\$ 125.00	\$ 2,375.00	19	\$ 2,375.00		\$ -	19	\$ 2,375.00	0%
6. SWALES	SY	750	\$ 3.00	\$ 2,250.00	750	\$ 2,250.00		\$ -	750	\$ 2,250.00	0%
7. TEMP SEED & MULCH	SF	159,000	\$ 0.04	\$ 6,360.00	74,500	\$ 2,980.00		\$ -	159,000	\$ 6,360.00	0%
SUBTOTAL ITEM B				\$ 30,123.00		\$ 24,493.00		\$ -		\$ 30,123.00	0%

C. EARTHWORK											
1. STRIP TOPSOIL	CY	4,700	\$ 3.00	\$ 14,100.00	4,700	\$ 14,100.00		\$ -	4,700	\$ 14,100.00	0%
2. CUT/FILL	CY	53,400	\$ 2.60	\$ 138,840.00	53,400	\$ 138,840.00		\$ -	53,400	\$ 138,840.00	0%
3. RETURN TOPSOIL	CY	2,200	\$ 3.40	\$ 7,480.00	2,000	\$ 6,800.00		\$ -	2,200	\$ 7,480.00	0%
SUBTOTAL ITEM C				\$ 160,420.00		\$ 159,740.00		\$ -		\$ 160,420.00	0%

D. STORM SEWER											
1. 15" RCP PIPE	LF	849	\$ 30.00	\$ 25,470.00	849	\$ 25,470.00		\$ -	849	\$ 25,470.00	0%
2. TYPE C INLET	EA	6	\$ 16,200.00	\$ 97,200.00	6	\$ 97,200.00		\$ -	6	\$ 97,200.00	0%
3. TYPE M INLET	EA	9	\$ 22,500.00	\$ 202,500.00	9	\$ 202,500.00		\$ -	9	\$ 202,500.00	0%
4. SNOUTS	LS	6	\$ 5,100.00	\$ 30,600.00	6	\$ 30,600.00		\$ -	6	\$ 30,600.00	0%
5. 12" YARD DRAINS	EA	3	\$ 2,700.00	\$ 8,100.00	3	\$ 8,100.00		\$ -	3	\$ 8,100.00	0%
6. 10" PVC	LF	11	\$ 242.00	\$ 2,662.00	11	\$ 2,662.00		\$ -	11	\$ 2,662.00	0%
7. 8" PVC	LF	1945	\$ 38,900.00	\$ 75,570.00	1945	\$ 75,570.00		\$ -	1945	\$ 75,570.00	0%
SUBTOTAL ITEM D				\$ 111,112.00		\$ 64,170.00		\$ -		\$ 111,112.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: TOWNES @ CHESTER SPRINGS

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 941,603.95
TOWNSHIP SECURITY (10%) = \$ 94,160.40
CONSTRUCTION INSPECTION \$ 90,450.39
GRAND TOTAL ESCROWED = \$ 1,126,214.74

AMOUNT OF CURRENT CONST. RELEASE: \$ 562,542.00
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 59,254.20
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 59,254.20
AMOUNT OF CURRENT TOTAL RELEASE: \$ 711,050.40

PROJECT SPONSOR: TOLL PA XV, L.P.
MUNICIPALITY: UPPER UWCLEAN TOWNSHIP

TOTAL OF CONST. RELEASES TO DATE: \$ 941,603.95
CONSTRUCTION ESCROW REMAINING: \$

ESCROW AGENT: TYPE OF SECURITY: Bond # 019059797
AGREEMENT DATE: 07/17/2017

RELEASE NO.: 1
REQUEST DATE: December 6, 2017

TOWNSHIP SECURITY REMAINING: \$ 94,160.40
CONSTRUCTION INSPECTION REMAINING: \$ 90,450.40
TOTAL ESCROW REMAINING: \$ 1,126,214.74
0%

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 COMPLETE

E. INFILTRATION BASINS

INFILTRATION BASIN #1									
1. ORANGE CONSTRUCTION FENCE	LF	200	\$2.00	\$ 400.00	200	\$ 400.00	-	\$ 400.00	0%
2. EARTHWORK	LS	1	\$1,800.00	\$ 1,800.00	1	\$ 1,800.00	-	\$ 1,800.00	0%
3. SPILLWAY MATTING	SF	1,050	\$0.50	\$ 525.00	1,050	\$ 525.00	-	\$ 525.00	0%
4. RAKE, SEED AND MAT	SF	7500	\$0.15	\$ 1,125.00	7500	\$ 1,125.00	-	\$ 1,125.00	0%
5. WEIR CURB	LF	40	\$50.00	\$ 2,000.00	40	\$ 2,000.00	-	\$ 2,000.00	0%
6. INFILTRATION BED INSTALL	LS	1	\$60,000.00	\$ 60,000.00	1	\$ 60,000.00	-	\$ 60,000.00	0%
INFILTRATION BASIN #2									
1. ORANGE CONSTRUCTION FENCE	LF	240	\$2.00	\$ 480.00	240	\$ 480.00	-	\$ 480.00	0%
2. EARTHWORK	LS	1	\$1,200.00	\$ 1,200.00	1	\$ 1,200.00	-	\$ 1,200.00	0%
3. SPILLWAY MATTING	SF	680	\$0.50	\$ 340.00	680	\$ 340.00	-	\$ 340.00	0%
4. RAKE, SEED AND MAT	SF	4,600	\$0.15	\$ 690.00	4,600	\$ 690.00	-	\$ 690.00	0%
5. WEIR CURB	LF	18	\$50.00	\$ 900.00	18	\$ 900.00	-	\$ 900.00	0%
6. INFILTRATION BED INSTALL	LS	1	\$40,000.00	\$ 40,000.00	1	\$ 40,000.00	-	\$ 40,000.00	0%
INFILTRATION BASIN #3									
1. ORANGE CONSTRUCTION FENCE	LF	450	\$2.00	\$ 900.00	450	\$ 900.00	-	\$ 900.00	0%
2. INFILTRATION BED INSTALL	LS	1	\$175,000.00	\$ 175,000.00	1	\$ 175,000.00	-	\$ 175,000.00	0%
SUBTOTAL ITEM E				\$ 285,360.00		\$ 285,360.00		\$ 285,360.00	0%

F. PAVING & CURBING

1. FINE GRADE	SY	2,985	\$1.17	\$ 3,492.45		\$ 3,492.45	2,985	\$ 3,492.45	0%
2. 5" 2A MODIFIED	SY	2,985	\$5.75	\$ 17,163.75		\$ 17,163.75	2,985	\$ 17,163.75	0%
3. 3" 19MM BINDER	SY	2,985	\$11.45	\$ 34,178.25		\$ 34,178.25	2,985	\$ 34,178.25	0%
4. CLEAN & TACK	SY	2,985	\$0.50	\$ 1,492.50		\$ 1,492.50	2,985	\$ 1,492.50	0%
5. 1.5" 9.5MM WEARING	SY	2,985	\$6.60	\$ 19,701.00		\$ 19,701.00	2,985	\$ 19,701.00	0%
6. BELGIAN BLOCK	LF	1,880	\$16.40	\$ 30,832.00		\$ 30,832.00	1,880	\$ 30,832.00	0%
7. WALKING TRAIL	SY	380	\$40.00	\$ 15,200.00		\$ 15,200.00	380	\$ 15,200.00	0%
8. CONCRETE SIDEWALK	SF	8,500	\$4.00	\$ 34,000.00		\$ 34,000.00	8,500	\$ 34,000.00	0%
9. CONCRETE CROSSWALKS	SF	685	\$20.00	\$ 13,700.00		\$ 13,700.00	685	\$ 13,700.00	0%
10. CONCRETE CURB	LF	230	\$25.00	\$ 5,750.00		\$ 5,750.00	230	\$ 5,750.00	0%
SUBTOTAL ITEM F				\$ 175,509.95		\$ 175,509.95		\$ 175,509.95	0%

G. SURVEYING

1. CONSTRUCTION STAKING	LS	1	\$20,000.00	\$ 20,000.00	0	\$ 6,600.00	1	\$ 20,000.00	0%
2. MONUMENTATION	LS	1	\$5,000.00	\$ 5,000.00	-	-	1	\$ 5,000.00	0%
3. AS-BUILTS	LS	1	\$7,500.00	\$ 7,500.00	-	-	1	\$ 7,500.00	0%
SUBTOTAL ITEM G				\$ 32,500.00		\$ 6,600.00		\$ 32,500.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME:	TOWNES @ CHESTER SPRINGS	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE:	\$ 592,542.00
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ 59,254.20
PROJECT SPONSOR:	TOLL PA XV, L.P.	TOWNSHIP SECURITY (10%) = \$	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%):	\$ 59,254.20
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$	AMOUNT OF CURRENT TOTAL RELEASE:	\$ 711,050.40
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$	TOTAL OF CONST. RELEASES TO DATE:	\$ 941,603.95
TYPE OF SECURITY:	Bond # 019059797	RELEASE NO.: 1	TOWNSHIP SECURITY REMAINING:	\$ 94,160.40
AGREEMENT DATE:	07/17/2017	REQUEST DATE: December 6, 2017	CONSTRUCTION INSPECTION REMAINING:	\$ 90,450.40
			TOTAL ESCROW REMAINING:	\$ 1,126,214.74
				0%

ESCROW TABULATION	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
						QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

H. LANDSCAPING												
1. SHADE TREES - 2.5-3" CAL	EA	44		\$325.00	\$ 14,300.00		\$ -		\$ -	44	\$ 14,300.00	0%
2. EVERGREEN TREES - 7-8" HT	EA	19		\$200.00	\$ 3,800.00		\$ -		\$ -	19	\$ 3,800.00	0%
3. EVERGREEN TREES - 8-10" HT	EA	41		\$230.00	\$ 9,430.00		\$ -		\$ -	41	\$ 9,430.00	0%
4. SHRUBS - 30-36" HT	EA	166		\$45.00	\$ 7,470.00		\$ -		\$ -	166	\$ 7,470.00	0%
5. BENCHES	EA	4		\$300.00	\$ 1,200.00		\$ -		\$ -	4	\$ 1,200.00	0%
SUBTOTAL ITEM H					\$ 37,100.00		\$ -		\$ -		\$ 37,100.00	0%

I. MISCELLANEOUS												
1. RETAINING WALL	SF	1,693		\$23.00	\$ 38,939.00		\$ 38,939.00		\$ -	1,693	\$ 38,939.00	0%
2. FENCE ON WALL	LF	270		\$12.00	\$ 3,240.00		\$ 3,240.00		\$ -	270	\$ 3,240.00	0%
3. VILLAGE STREET LIGHTS	EA	9		\$3,500.00	\$ 31,500.00		\$ -		\$ -	9	\$ 31,500.00	0%
4. PARK ROAD STREET LIGHTS	EA	5		\$3,500.00	\$ 17,500.00		\$ -		\$ -	5	\$ 17,500.00	0%
5. ADA RAMP W/TRUNCATED DOMES	EA	4		\$1,000.00	\$ 4,000.00		\$ -		\$ -	4	\$ 4,000.00	0%
6. SIGNS	EA	14		\$200.00	\$ 2,800.00		\$ -		\$ -	14	\$ 2,800.00	0%
7. PAVEMENT MARKINGS	LS	1		\$1,500.00	\$ 1,500.00		\$ -		\$ -	1	\$ 1,500.00	0%
SUBTOTAL ITEM I					\$ 99,479.00		\$ 42,179.00		\$ -		\$ 99,479.00	0%

TOTAL IMPROVEMENTS - ITEMS A-N					\$ 941,603.95		\$ 592,542.00		\$ -		\$ 941,603.95	0%
J. TOWNSHIP SECURITY (10%)					\$ 94,160.40		\$ 59,254.20		\$ -		\$ 94,160.40	0%
K. CONSTRUCTION INSPECTION					\$ 90,450.39		\$ 59,254.20		\$ -		\$ 90,450.40	0%

NET CONSTRUCTION RELEASE					\$ 1,126,214.74		\$ 711,050.40		\$ -		\$ 1,126,214.74	0%
SURETY AMOUNT					\$ 1,126,214.74		\$ 711,050.40		\$ -		\$ 1,126,214.74	0%

SUBMITTED: 
TOLL PA XV, L.P.

12/6/17
DATE

RECOMMENDED FOR RELEASE: GILMORE AND ASSOCIATES, INC.

DATE

APPROVED: UPPER UWCHLAN TOWNSHIP

DATE



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Route 100 WWTF – Phase II Financial Security Release

DATE: December 12, 2017

Attached for your review and consideration is a request to release the remaining financial security, Bond #800010025, in the amount of \$810,089.20 for Phase II construction of the Route 100 WWTF. The Township took dedication of the plant expansion in May, 2016 which puts the end of the maintenance bond period at November, 2017. The Municipal Authority Administrator, ARRO Engineering, and the contracted operator confirm no concerns with the full release and extinguishment of the remaining financial security.

I would respectfully request that the BOS approve the full release of Bond #800010025 in the amount of \$810,089.20.

December 1, 2017

Cary Vargo (sent VIA E-mail with Read Receipt dated 12/01/17)
Township Manager
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

RE: UUT Regional Treatment Plant Phase 2
Performance Bond #800010025 Full Release

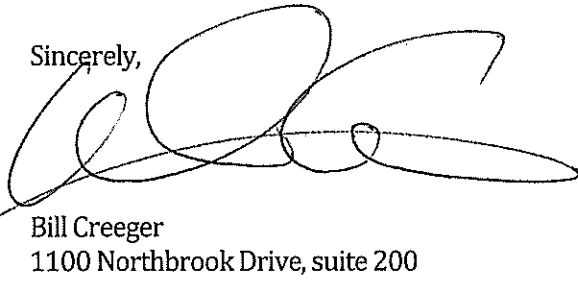
Mr. Vargo,

Pulte Homes is requesting the return and release of financial security of the above listed performance bond securing the maintenance period of the Treatment Plant Phase 2 with a remaining amount of \$810,089.20.

It is my understanding that the Upper Uwchlan Board of Supervisors unanimously accepted dedication of this phase of the Upper Uwchlan Township Regional Treatment Plant at their Public Meeting on May 16, 2016 with an end of Maintenance Period November 16, 2017.

Thank you!

Sincerely,



Bill Creeger
1100 Northbrook Drive, suite 200
Trevose, PA 19053
Cell 215-778-7194
bill.creeger@pultegroup.com

CC: Mike Downs, Toll (via e-mail)



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Moser – Marsh Lea Developers Agreements

DATE: December 12, 2017

The Marsh Lea Sub-Division is a development of twenty-one (21) single family homes (in UUT) with an additional six (6) located in Wallace Township. The development is located off of Little Conestoga Road at the Township line with Wallace Township. The project has all third-party approvals and is moving to closing, followed by site development shortly thereafter. Attached for your review and consideration are the various agreements to include: Developers Agreement, Financial Security Agreement, Stormwater BMP O & M Agreement, and an On-Lot Sewage Management Agreement. These documents have been reviewed by staff, consultants, and the Solicitor and are recommended for approval and execution.

I would respectfully request that the BOS approve the agreements as detailed in the memo above and authorize the execution of said agreements.

ALYSON M. ZARRO
alyson@rrhc.com
Extension 202



December 4, 2017

Via hand delivery

Gwen Jonik
Township Secretary
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

Re: Moser/Marsh Lea/Upper Uwchlan Township

Dear Gwen:

Enclosed in connection with the Marsh Lea Residential Development are the following documents, which have been executed on behalf of Marsh Lea 27 LLC, which is the Developer of the Marsh Lea project:

1. Three (3) originals of the Development Agreement between Upper Uwchlan Township and Developer;
2. Three (3) originals of the Financial Security Agreement among Upper Uwchlan Township, the Developer and The Bryn Mawr Trust Company;
3. Three (3) originals of the On-Lot Sewage Management Agreement among Upper Uwchlan Township, the Developer and the Marsh Lea Community Association; and
4. Three (3) originals of the Stormwater Best Management Practices and Conveyances Operation and Maintenance Agreement between the Developer and Upper Uwchlan Township.

It is my understanding that these documents will be considered for approval by the Upper Uwchlan Township Board of Supervisors at its meeting on December 18, 2017. As discussed with Cary Vargo, the Wallace Township Board of Supervisors will be approving the Agreements pertaining to its Township on December 7, 2017 and executing the Plans that evening. After that meeting, I will pick up the Plans and have them delivered to Upper Uwchlan Township for execution on December 18, 2017.

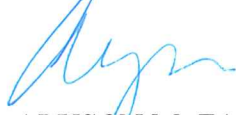
Closing is scheduled for December 19, 2017. We will coordinate with you to obtain the executed Plans, the On-Lot Sewage Management Agreement, the Stormwater Best Management Practices and Conveyance Operation and Maintenance Agreement and the Financial Security Agreement for closing. The Financial Security Agreement will be executed by The Bryn Mawr Trust Company at closing on December 19.

823762.1

Gwen Jonik
Township Secretary
Upper Uwchlan Township
December 4, 2017
Page 2

As always, please feel free to contact me with questions. Thank you for your assistance regarding this matter.

Very truly yours,



ALYSON M. ZARRO

AMZ/kmr
Enclosures

cc: Cary Vargo, Township Manager (w/encls. - via email)
Kristin Camp, Esquire, Township Solicitor (w/encls. - via email)
T.R. Moser, Moser Homes (w/encls. - via email)
Ted Moser, Moser Homes (w/encls. - via email)

LAND DEVELOPMENT AGREEMENT

MARSH LEA

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 2017, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **MARSH LEA 27 LLC**, a Pennsylvania liability company with offices at 1171 Lancaster Avenue, Suite 201, Berwyn, Pennsylvania 19312 ("Developer").

BACKGROUND:

- A. Developer proposes to develop a 46.099± acre piece of property 31.6± acres of which are located in Upper Uwchlan Township, known as Chester County UPI Nos. 32-3-37 and 31-5-2 situate on the south side of Little Conestoga Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as "Marsh Lea" ("Subdivision/Development"). Twenty-one (21) of the twenty-seven (27) units are proposed to be located in Upper Uwchlan Township.
- B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted preliminary/final subdivision and land development approval of the Subdivision/Development on May 15, 2017. Developer received final approval of the subdivision and land development plans for the Subdivision/Development, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. Definitions; Interpretation.

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
 - (1) "Tract" shall mean all that certain 31.6± acre tract located on the south side of Little Conestoga Road, Upper Uwchlan Township,

Chester County, Pennsylvania, and the portion of the piece of property situate in Wallace Township, Chester County, Pennsylvania on which Developer proposes to construct a portion of a new road serving the Subdivision/Land Development, and which is more fully and further shown and described on the Plans.

- (2) "Plans" shall mean the land development plan entitled "Final Subdivision/Land Development Plan of Marsh Lea" prepared by Edward B. Walsh and Associates, Inc., dated April 17, 2016, last revised September 19, 2017 (except for Sheets 11A, 11B, 11C, 11 and 12, which are last revised October 26, 2017), consisting of twenty (20) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) "Subject Land Development" or "Project" shall mean the proposed land development of the Tract as and for single family residential dwelling units, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.
- (4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully shown, identified or otherwise described on and by the Plans.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (6) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any

increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

- (8) "Financial Institution" shall mean the bonding company or lending institution chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial Security to the Township. The Financial Institution must be a bonding company or Federal or Commonwealth chartered lending institution which is authorized to conduct business in the Commonwealth of Pennsylvania.
- (9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (10) "Subdivision and Land Development Ordinance" shall mean the Upper Uwchlan Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Land Development shall be subject to the provisions of Section 508(4) of the MPC.
- (11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
- (12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or the MPC.

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

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the

provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
 - (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer and the Financial Institution have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Improvements during and after construction thereof, provided however, that in the case of Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair

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

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, after thirty (30) days written notice to Developer of said default and Developer's failure to commence repair and maintenance as may be required and diligently pursue to completion, shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:
- (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair and maintenance, or otherwise, with respect to the Improvements subject of the default); and
 - (2) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the

Township for and otherwise related to any such legal and/or equitable action or proceeding.

- G. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the reasonable cost of such inspection shall be paid by Developer.
- H. Developer agrees that it will obtain use and occupancy permits as required under the Township's Zoning Ordinance prior to permitting occupancy of any dwelling or any building within the Project.
- I. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

3. **Guaranty of Completion of Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to the Subject Land Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.
- C. The initial amount of the Financial Security shall be One Million Six Hundred Sixty-Nine Thousand Nine Hundred Sixty-Three and 10/100 Dollars (\$1,669,963.10), which is 110% of the total cost estimate plus additional funds for construction inspection as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township and with respect to the same, hereby agrees to tender to the

Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township:

- (1) All that certain new street/road, designated on the Plans as "Popjoy Lane" to the full ultimate rights-of-way width and length thereof, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said street/road in accordance with and pursuant to the Plans and this Agreement.
- B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:
- (1) Certification by the Township Engineer that all Improvements which are to be dedicated have been satisfactorily completed fully in accordance with the terms of Section 2 above;
 - (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Improvements to be accepted for dedication; and
 - (3) Advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 7 below;

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

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

- (1) The form and provisions of the bond or other financial security shall reasonably be approved by the Township Solicitor;
- (2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC;
- (3) The bond or other financial security shall be posted with (1) a bonding company; or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;

- (4) The bond or other financial security shall provide for and secure to the public, as represented by the Township with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement, in accordance with the design and specifications thereof as shown on the Plans, for a term of eighteen (18) months from the date when the Township accepts dedication of each such Improvement;
- (5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated Improvements covered by the bond or other financial security;
- (6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to the Township, or its order, from time to time, as the Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and
- (7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees under and in accordance with Section 7 below.

6. **Failure to Complete; Other Default.**

- A. In the event that any of the Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Secured Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related reasonable costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Improvements, together with related reasonable costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Secured Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Secured Improvements and pay related reasonable costs, expenses and fees.
- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Secured Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Secured Improvements.

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

- A. Developer shall advance and/or reimburse the Township the following:
 - (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable

expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.

- (2) All reasonable costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.

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

- C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the reasonable costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.

- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the

Plans and sound construction practices. Developer 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.

- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand except to the extent caused by the negligence or willful misconduct of the Township.
- C. The indemnification, save harmless and defense provisions of Subsection B shall not apply to any claims, suits or demands arising from, out of, or related to the repair and/or maintenance of any Improvements, the dedication of which has been offered to and accepted by the Township, which repair and/or maintenance (or the failure thereof) occurs in whole after the time when the Township's acceptance of the offer of dedication becomes final and effective.

9. **Notices.**

- A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, three (3) business days after the date of deposit in the United States mails.

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.

- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township under the MPC, and/or otherwise at law or in equity.

- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.


UPPER UWCHLAN TOWNSHIP

Secretary

By: _____
Kevin C. Kerr, Chairman

DEVELOPER
MARSH LEA 27 LLC, a Pennsylvania
limited liability company

Attest: _____

By:  _____
Theodore R. Moser III, Member

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :
SS. :

On this _____ day of _____, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin C. Kerr, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : *SS.*

On this 1st day of December, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Theodore R. Moser, III, who acknowledged himself to be the Member of Marsh Lea 27 LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen Reinhardt
Notary Public

My Commission Expires: 7/9/21

Commonwealth of Pennsylvania

Notarial Seal
KATHLEEN M REINHARDT – Notary Public
Upper Uwchlan TWP, Chester County
My Commission Expires Jul 9, 2021

EXHIBIT "A"
PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	3027	Overall Title Plan	4/17/16	9/19/17
2-3	3027	Title Plans	4/17/16	9/19/17
4	3027	Existing Resources & Site Analysis Plan	4/17/16	9/19/17
5	3027	Resource Conservation Plan	4/17/16	9/19/17
6-7	3027	Improvement Construction Plans	4/17/16	9/19/17
8	3027	Steep Slope Disturbance Plan	4/17/16	9/19/17
9A	3027	Overall Erosion & Sedimentation Control Plan	4/17/16	9/19/17
9-10	3027	Erosion & Sedimentation Control Plans	4/17/16	9/19/17
11A	3027	Overall Post Construction Stormwater Management Plan	4/17/16	10/26/17
11B-11C	3027	Discharge Flow Paths Profile Sheet	4/17/16	10/26/17
11-12	3027	Post Construction Stormwater Management Plan	4/17/16	10/26/17
13-14	3027	Landscape Plans	4/17/16	9/19/17
15-16	3027	Profile Sheets	4/17/16	9/19/17
17-19	3027	Detail Sheets	4/17/16	9/19/17
20	3027	Open Space Management Plan	4/17/16	9/19/17

EXHIBIT “B”

FINANCIAL SECURITY



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 30, 2017

File No. 03-0545T

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

Reference: Marsh Lea Subdivision
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 **\$1,669,963.10**.

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq. BBMM, LLC (Via e-mail only)
T.R. Moser Land Developers, LP, Applicant (Via e-mail only)
Alyson Zarro, Esq. RRHC (Via e-mail only)

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

ESCROW STATUS REPORT

PROJECT NAME:	MARSH LEA SUBDIVISION	SUMMARY OF ESCROW ACCOUNT				GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA. 19426			
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$	1,397,626.75	AMOUNT OF CURRENT CONST. RELEASE: \$	-	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$	-	AMOUNT OF CURRENT CONST. RELEASE: \$	-
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.	TOWNSHIP SECURITY (10%) = \$	139,762.68	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$	-	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$	-	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$	-
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$	132,573.68	GRAND TOTAL ESCROWED = \$	1,669,963.10	CONSTRUCTION INSPECTION REMAINING: \$	139,762.68	CONSTRUCTION INSPECTION REMAINING: \$	132,573.68
ESCROW AGENT:									
TYPE OF SECURITY:									
AGREEMENT DATE:									

CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

A. CLEARING & GRUBBING											
1. CLEARING AND GRUBBING	LS	1	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	1	\$ 6,500.00	0%
SUBTOTAL ITEM A				\$ 6,500.00		\$ -		\$ -		\$ 6,500.00	0%

B. E&S CONTROL											
1. CONSTRUCTION ENTRANCE	EA	2	\$ 2,500.00	\$ 5,000.00		\$ -		\$ -	2	\$ 5,000.00	0%
2. ORANGE CONSTRUCTION FENCE	LF	9,700	\$ 1.50	\$ 14,550.00		\$ -		\$ -	9,700	\$ 14,550.00	0%
3. 12" SILT SOCK	LF	1,820	\$ 3.50	\$ 6,370.00		\$ -		\$ -	1,820	\$ 6,370.00	0%
4. 18" SILT SOCK	LF	1,750	\$ 5.00	\$ 8,750.00		\$ -		\$ -	1,750	\$ 8,750.00	0%
5. 24" SILT SOCK	LF	6,285	\$ 8.50	\$ 53,422.50		\$ -		\$ -	6,285	\$ 53,422.50	0%
6. 32" SILT SOCK	LF	2,975	\$ 12.00	\$ 35,700.00		\$ -		\$ -	2,975	\$ 35,700.00	0%
7. EROSION CONTROL MATTING	SF	9,900	\$ 0.25	\$ 2,475.00		\$ -		\$ -	9,900	\$ 2,475.00	0%
8. INLET PROTECTION	EA	29	\$ 115.00	\$ 3,335.00		\$ -		\$ -	29	\$ 3,335.00	0%
9. SEDIMENT TRAP OUTLET PIPE W/ TEMP RISER	EA	1	\$ 9,750.00	\$ 9,750.00		\$ -		\$ -	1	\$ 9,750.00	0%
10. TEMPORARY DIVERSION SWALE	LF	1,236	\$ 5.75	\$ 7,107.00		\$ -		\$ -	1,236	\$ 7,107.00	0%
11. 18" SILT FENCE	LF	1,000	\$ 1.50	\$ 1,500.00		\$ -		\$ -	1,000	\$ 1,500.00	0%
12. TEMP SEED & MULCH	SF	323,000	\$ 0.04	\$ 12,920.00		\$ -		\$ -	323,000	\$ 12,920.00	0%
13. ROCK FILTER	EA	2	\$ 375.00	\$ 750.00		\$ -		\$ -	2	\$ 750.00	0%
SUBTOTAL ITEM B				\$ 160,759.50		\$ -		\$ -		\$ 160,759.50	0%

C. EARTHWORK											
1. STRIP TOPSOIL	LS	1	\$ 17,050.00	\$ 17,050.00		\$ -		\$ -	1	\$ 17,050.00	0%
2. CUT/FILL	LS	1	\$ 9,620.00	\$ 9,620.00		\$ -		\$ -	1	\$ 9,620.00	0%
3. RETURN TOPSOIL	LS	1	\$ 22,575.00	\$ 22,575.00		\$ -		\$ -	1	\$ 22,575.00	0%
SUBTOTAL ITEM C				\$ 49,245.00		\$ -		\$ -		\$ 49,245.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME:	MARSH LEA SUBDIVISION	SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE:			
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -			
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.	TOWNSHIP SECURITY (10%) = \$ 139,762.68				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -			
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$ 132,573.68				AMOUNT OF CURRENT TOTAL RELEASE: \$ -			
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 1,669,963.10				TOTAL OF CONST. RELEASES TO DATE: \$ 1,397,626.75			
TYPE OF SECURITY:		RELEASE NO: 0				CONSTRUCTION ESCROW REMAINING: \$ 139,762.68			
AGREEMENT DATE:		REQUEST DATE:				TOWNSHIP SECURITY REMAINING: \$ 132,573.68			
						TOTAL ESCROW REMAINING: \$ 1,669,963.10			
						0%			

ESCROW TABULATION										
CONSTRUCTION ITEMS				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		
D. STORM SEWER										
1. 15" HDPE	LF	128	\$31.00	\$ 3,968.00		\$ -		\$ -	128	0%
2. 18" HDPE	LF	37	\$33.00	\$ 1,221.00		\$ -		\$ -	37	0%
3. 24" HDPE	LF	68	\$40.00	\$ 2,720.00		\$ -		\$ -	68	0%
4. 15" RCP	LF	816	\$42.00	\$ 34,272.00		\$ -		\$ -	816	0%
5. 18" RCP	LF	212	\$44.00	\$ 9,328.00		\$ -		\$ -	212	0%
6. 24" RCP	LF	1,306	\$50.00	\$ 65,300.00		\$ -		\$ -	1,306	0%
7. STD TYPE C INLET	EA	28	\$1,700.00	\$ 47,600.00		\$ -		\$ -	28	0%
8. STORM MANHOLE	EA	1	\$2,000.00	\$ 2,000.00		\$ -		\$ -	1	0%
9. ENDWALLS	EA	1	\$1,250.00	\$ 1,250.00		\$ -		\$ -	1	0%
10. OUTLET STRUCTURE	EA	1	\$7,500.00	\$ 7,500.00		\$ -		\$ -	1	0%
11. PIPE STORAGE BED	LS	1	\$250,500.00	\$ 250,500.00		\$ -		\$ -	1	0%
12. RAIN GARDEN (#19 & #20)	EA	2	\$7,000.00	\$ 14,000.00		\$ -		\$ -	2	0%
13. WATER STORAGE TANKS	EA	2	\$17,500.00	\$ 35,000.00		\$ -		\$ -	2	0%
SUBTOTAL ITEM D				\$ 474,659.00		\$ -		\$ -		0%

E. PAVING & CURBING										
1. FINE GRADE	SY	10,215	\$0.75	\$ 7,661.25		\$ -		\$ -	10,215	0%
2. 5' 2" A MODIFIED	SY	10,215	\$5.00	\$ 51,075.00		\$ -		\$ -	10,215	0%
3. 5' 25MM BASE	SY	10,215	\$17.50	\$ 178,762.50		\$ -		\$ -	10,215	0%
4. 3' 19MM BINDER	SY	10,215	\$10.25	\$ 104,703.75		\$ -		\$ -	10,215	0%
5. CLEAN & TACK	SY	10,215	\$0.25	\$ 2,553.75		\$ -		\$ -	10,215	0%
6. 1.5" 9.5MM WEARING	SY	10,215	\$6.50	\$ 66,397.50		\$ -		\$ -	10,215	0%
7. 4" CONCRETE SIDEWALK W/ 4" STONE BASE	SF	7,138	\$9.75	\$ 69,607.50		\$ -		\$ -	7,138	0%
8. CONCRETE CURB (EXCAVATE AND INSTALL)	LF	6,662	\$16.00	\$ 106,592.00		\$ -		\$ -	6,662	0%
9. TEMP STONE DRIVE AT EXISTING RESIDENCE	LS	1	\$1,500.00	\$ 1,500.00		\$ -		\$ -	1	0%
10. 6" STONE AND 2" WEARING AT EXISTING RESIDENCE	LS	1	\$5,500.00	\$ 5,500.00		\$ -		\$ -	1	0%
SUBTOTAL ITEM E				\$ 588,203.25		\$ -		\$ -		0%

F. SURVEYING										
1. CONSTRUCTION STAKING	LS	1	\$16,500.00	\$ 16,500.00		\$ -		\$ -	1	0%
2. PROPERTY CORNER PINS	EA	37	\$70.00	\$ 2,590.00		\$ -		\$ -	37	0%
3. PROPERTY CORNER MONUMENTS	EA	27	\$140.00	\$ 3,780.00		\$ -		\$ -	27	0%
4. AS-BUILTS	LS	1	\$12,000.00	\$ 12,000.00		\$ -		\$ -	1	0%
SUBTOTAL ITEM F				\$ 34,870.00		\$ -		\$ -		0%

G. LANDSCAPING										
1. SHADE TREES	EA	28	\$400.00	\$ 11,200.00		\$ -		\$ -	28	0%
2. STREET TREES	EA	126	\$400.00	\$ 50,400.00		\$ -		\$ -	126	0%
3. EVERGREEN TREES	EA	49	\$210.00	\$ 10,290.00		\$ -		\$ -	49	0%
SUBTOTAL ITEM G				\$ 71,890.00		\$ -		\$ -		0%

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA. 19426			
PROJECT NAME:	MARSH LEA SUBDIVISION			SUMMARY OF ESCROW ACCOUNT						AMOUNT OF CURRENT CONST. RELEASE: \$ -			
PROJECT NUMBER:				TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75						AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -			
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.			TOWNSHIP SECURITY (10%) = \$ 139,762.68						AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -			
MUNICIPALITY:	UPPER UNWCHLAN TOWNSHIP			CONSTRUCTION INSPECTION \$ 132,573.68						AMOUNT OF CURRENT TOTAL RELEASE: \$ -			
ESCROW AGENT:				GRAND TOTAL ESCROWED = \$ 1,669,963.10						TOTAL OF CONST. RELEASES TO DATE: \$ 1,397,626.75			
TYPE OF SECURITY:				RELEASE NO.: 0						CONSTRUCTION ESCROW REMAINING: \$ 139,762.68			
AGREEMENT DATE:				REQUEST DATE:						CONSTRUCTION INSPECTION REMAINING: \$ 132,573.68			
									TOTAL ESCROW REMAINING: \$ 1,669,963.10				
									0%				
ESCROW TABULATION										ESCROW REMAINING		PERCENT COMPLETE	
CONSTRUCTION ITEMS										(AFTER CURRENT REQUEST)		PERCENT	
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		QUANTITY	TOTAL AMOUNT			
H. MISCELLANEOUS													
1. SIGNS													
2. PAVEMENT MARKINGS	EA	16	\$ 250.00	\$ 4,000.00		\$ -				16	\$ 4,000.00	0%	
	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -				1	\$ 7,500.00	0%	
SUBTOTAL ITEM H				\$ 11,500.00		\$ -					\$ 11,500.00	0%	
TOTAL IMPROVEMENTS - ITEMS A-H													
I. TOWNSHIP SECURITY (10%)				\$ 1,397,626.75		\$ -					\$ 1,397,626.75	0%	
J. CONSTRUCTION INSPECTION				\$ 139,762.68		\$ -					\$ 139,762.68	0%	
				\$ 132,573.68		\$ -				\$ -	\$ 132,573.68	0%	
NET CONSTRUCTION RELEASE													
				\$ 1,669,963.10		\$ -					\$ 1,669,963.10	0%	
SURETY AMOUNT													
				\$ 1,669,963.10		\$ -					\$ 1,669,963.10	0%	

FINANCIAL SECURITY AGREEMENT

MARSH LEA

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2017, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **MARSH LEA 27 LLC**, a Pennsylvania limited liability company with offices at 1171 Lancaster Avenue, Suite 201, Berwyn, Pennsylvania 19312 (“Developer”), and **THE BRYN MAWR TRUST COMPANY**, with offices at 801 Lancaster Avenue, Bryn Mawr, Pennsylvania 19010 (“Financial Institution”).

BACKGROUND:

A. Developer proposes to develop a 46.099± acre piece of property (31.6± acres of which are located in Upper Uwchlan Township), known as Chester County UPI Nos. 32-3-37 and 31-5-2 situate on the south side of Little Conestoga Road, Upper Uwchlan Township and Wallace Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as “Marsh Lea” (“Subdivision/Development”). Twenty-one (21) of twenty-seven (27) units are proposed to be located in Upper Uwchlan Township.

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted preliminary/final subdivision and land development approval of the Subdivision/Development on May 15, 2017. Developer received preliminary/final approval of the subdivision and land development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

1. **Definitions; Interpretation.**

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

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

(2) "Tract" shall mean all that certain 31.6± acre tract of property which is situate on the south side of Little Conestoga Road in the Township, Chester County, Pennsylvania, and the portion of the piece of property situate in Wallace Township, Chester County, Pennsylvania on which Developer proposes to construct a portion of a new road serving the Subdivision/Land Development, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final subdivision and/or land development plan set entitled "Final Subdivision/Land Development Plan for Marsh Lea" prepared by Edward B. Walsh and Associates, Inc., dated April 17, 2016, last revised September 19, 2017 (except for Sheets 11A, 11B, 11C, 11 and 12, which are last revised October 26, 2017), consisting of twenty (20) sheets, as more particularly described in the Development Agreement.

(4) "Subject Subdivision/Land Development" shall mean the proposed land development of the Tract as and for detached single family residential dwelling units together with new streets and roads to serve the same and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the Improvements that are to be located on the Tract as depicted on the Plans.

(6) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached here to as Exhibit "A".

(7) "Completion Date" shall mean the date specified in Section 2.D of the Development Agreement on or before which the Improvements shall be completed.

(8) "Financial Security" shall mean the Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(9) "Financial Institution" shall mean the lending institution chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial Security to the Township. The Financial Institution must be a bonding company or Federal of Commonwealth chartered lending institution which is authorized to conduct business in the Commonwealth.

(10) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(11) "Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of the Subject Land Development which is dated on or about the date hereof.

B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement which also appear in the MPC shall have the meanings and shall be interpreted herein as under the MPC.

2. **Financial Security.**

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Financial Security in accordance with the one of the following which is checked:

☒ A restrictive loan account or cash escrow account (either such account being hereinafter described as an "Escrow Account") with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement;

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor;

☐ An unconditional surety bond, issued by Financial Institution as surety to Developer, in form and content satisfactory to the Township Solicitor.

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

C. The initial amount of the Financial Security shall be One Million Six Hundred Sixty-Nine Thousand Nine Hundred Sixty-Three and 10/100 Dollars (\$1,669,963.10) which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees needed to reimburse the Township for the Township Engineer's inspection or and report on the Improvements and any reasonable and necessary legal fees and expenses incurred by the Township for the Township Solicitor's fees in enforcing this Agreement.

D. A notation shall appear on the records of the Financial Institution providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed

or expire except in accordance with the terms of this Agreement, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. Adjustments to Financial Security.

A. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement and the Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post additional Financial Security as directed by the Township per Section 3.B and in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Secured Improvements, or any part thereof, are not completed and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may have been previously extended.

B. Notice of any such additional Financial Security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Financial Security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Agreement.

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial Institution of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%)

of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Financial Institution of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which the Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Financial Institution upon such default, without further inquiry being made, to make said payment directly and immediately to the Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) The Township may draw amounts from and under the Financial Security prior to the performance of any work by or for the Township in order to complete the Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by the Township.

(4) Developer hereby remises, releases and forever discharges Financial Institution from any and all liability with respect to honoring any such draws by the Township.

(5) In the event of a dispute between Developer and the Township, Developer nevertheless agrees that the provisions of Subsection (1) above shall continue to apply, and that the provisions of Subsection (1) shall not be satisfied by the Financial Institution's payment into court of the amount demanded by the Township but shall be satisfied only by the Financial Institution's payment of the demanded amount directly and immediately to the Township.

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Financial Security, Developer, in addition to such

other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such reasonable costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to the Township in the event of default, the Township shall give thirty (30) days advance notice of default to Developer and Financial Institution and Developer and Financial Institution shall have the right to cure such default within the said thirty (30) day period, provided, however, it is acknowledged by the Township and Developer that the Financial Institution has no obligation to cure any event of default under this Agreement.

6. Costs, Expenses and Fees.

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

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

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

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

balance of the Financial Security. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer and the Financial Institution from and under the Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Financial Institution shall have any further liability under this Agreement.

8. Validity and Enforceability of Financial Security.

A. The Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide verification and proof to the Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Financial Institution, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Financial Institution demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Financial Institution if given to the Financial Institution during the continuance of this Agreement.

9. Financial Institution Non-Responsibility.

A. Developer agrees that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

B. Developer and the Township further agree that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Financial Institution is to take or not take with respect to the Financial Security.

C. Developer and Financial Institution further agree that the obligations of the Financial Institution under this Agreement, and under and with respect the Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. Charges of Financial Institution.

Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. Interest.

If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. Insolvency of Developer.

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. Payments, Reductions or Releases of Financial Security.

It is expressly and specifically understood, covenanted and agreed by Developer and Financial Institution that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render

Developer liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Financial Institution's obligations under this Section shall render the Financial Institution liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Financial Institution for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

14. **Notices.**

Except as may be otherwise specifically provided in this Financial Security Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, 3 business days after the date of deposit in the United States mails.

15. **Miscellaneous.**

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township. Any such assignment or delegation, without such consent, shall be void.

C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township at law or in equity.

D. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

E. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP


Attest:

Secretary

By: _____
Kevin C. Kerr
Chairman, Board of Supervisors

DEVELOPER
MARSH LEA 27 LLC,
a Pennsylvania limited liability company

Attest:

By: 
Theodore R. Moser, III, Member

THE BRYN MAWR TRUST COMPANY

By: _____
Name:
Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin C. Kerr, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

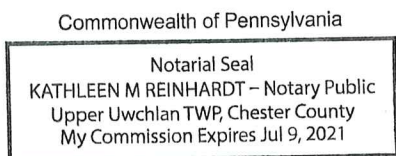
COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 1st day of December, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Theodore R. Moser, III, who acknowledged himself to be the Member of MARSH LEA 27 LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen M Reinhardt
Notary Public

My Commission Expires: 7/9/21



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
COUNTY OF CHESTER :

On this ____ day of _____, 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be a _____ of THE BRYN MAWR TRUST COMPANY, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"

List of Secured Improvements



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Packet Page 94

November 30, 2017

File No. 03-0545T

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

Reference: Marsh Lea Subdivision
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 **\$1,669,963.10**.

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq. BBMM, LLC (Via e-mail only)
T.R. Moser Land Developers, LP, Applicant (Via e-mail only)
Alyson Zarro, Esq. RRHC (Via e-mail only)

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

ESCROW STATUS REPORT

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

PROJECT NAME: MARSH LEA SUBDIVISION

PROJECT NUMBER:

PROJECT SPONSOR: T. RICHARD MOSER LAND DEVELOPERS, L.P.
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:

TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75
TOWNSHIP SECURITY (10%) = \$ 139,762.68
CONSTRUCTION INSPECTION \$ 132,573.68
GRAND TOTAL ESCROWED = \$ 1,669,963.10

RELEASE NO.: 0
REQUEST DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASES: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,397,626.75
CONSTRUCTION ESCROW REMAINING: \$ 1,669,963.10
TOWNSHIP SECURITY REMAINING: \$ 139,762.68
CONSTRUCTION INSPECTION REMAINING: \$ 132,573.68
TOTAL ESCROW REMAINING: \$ 1,669,963.10
0%

ESCROW TABULATION	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
						QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

A. CLEARING & GRUBBING

1. CLEARING AND GRUBBING	LS	1	\$ 6,500.00	\$	6,500.00		\$	-	\$	1	6,500.00	0%
SUBTOTAL ITEM A					\$ 6,500.00		\$	-	\$		6,500.00	0%

B. E&S CONTROL

1. CONSTRUCTION ENTRANCE	EA	2	\$ 2,500.00	\$	5,000.00		\$	-	\$	2	5,000.00	0%
2. ORANGE CONSTRUCTION FENCE	LF	9,700	\$ 1.50	\$	14,550.00		\$	-	\$	9,700	14,550.00	0%
3. 12" SILT SOCK	LF	1,620	\$ 3.50	\$	5,670.00		\$	-	\$	1,620	5,670.00	0%
4. 18" SILT SOCK	LF	1,750	\$ 5.00	\$	8,750.00		\$	-	\$	1,750	8,750.00	0%
5. 24" SILT SOCK	LF	6,265	\$ 8.50	\$	53,252.50		\$	-	\$	6,265	53,252.50	0%
6. 32" SILT SOCK	LF	2,975	\$ 12.00	\$	35,700.00		\$	-	\$	2,975	35,700.00	0%
7. EROSION CONTROL MATTING	SF	9,900	\$ 0.25	\$	2,475.00		\$	-	\$	9,900	2,475.00	0%
8. INLET PROTECTION	EA	29	\$ 115.00	\$	3,335.00		\$	-	\$	29	3,335.00	0%
9. SEDIMENT TRAP OUTLET PIPE W/ TEMP RISER	EA	1	\$ 9,750.00	\$	9,750.00		\$	-	\$	1	9,750.00	0%
10. TEMPORARY DIVERSION SWALE	LF	1,236	\$ 5.75	\$	7,107.00		\$	-	\$	1,236	7,107.00	0%
11. 18" SILT FENCE	LF	1,000	\$ 1.50	\$	1,500.00		\$	-	\$	1,000	1,500.00	0%
12. TEMP SEED & MULCH	SF	323,000	\$ 0.04	\$	12,920.00		\$	-	\$	323,000	12,920.00	0%
13. ROCK FILTER	EA	2	\$ 375.00	\$	750.00		\$	-	\$	2	750.00	0%
SUBTOTAL ITEM B					\$ 160,759.50		\$	-	\$		160,759.50	0%

C. EARTHWORK

1. STRIP TOPSOIL	LS	1	\$ 17,050.00	\$	17,050.00		\$	-	\$	1	17,050.00	0%
2. CUT/FILL	LS	1	\$ 9,620.00	\$	9,620.00		\$	-	\$	1	9,620.00	0%
3. RETURN TOPSOIL	LS	1	\$ 22,575.00	\$	22,575.00		\$	-	\$	1	22,575.00	0%
SUBTOTAL ITEM C					\$ 49,245.00		\$	-	\$		49,245.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME:	MARSH LEA SUBDIVISION	SUMMARY OF ESCROW ACCOUNT		AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$	1,397,626.75	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
PROJECT SPONSOR:	T. RICHARD MOSER LAND DEVELOPERS, L.P.	TOWNSHIP SECURITY (10%) = \$	139,762.68	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%):	\$ -
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$	132,573.68	AMOUNT OF CURRENT TOTAL RELEASE:	\$ -
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$	1,669,963.10	TOTAL OF CONST. RELEASES TO DATE:	\$ -
TYPE OF SECURITY:		RELEASE NO.:	0	CONSTRUCTION ESCROW REMAINING:	\$ 1,397,626.75
AGREEMENT DATE:		REQUEST DATE:		TOWNSHIP SECURITY REMAINING:	\$ 139,762.68
				CONSTRUCTION INSPECTION REMAINING:	\$ 132,573.68
				TOTAL ESCROW REMAINING:	\$ 1,669,963.10
					0%

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT
D. STORM SEWER										
1. 15" HDPE	LF	128	\$31.00	\$ 3,968.00		\$ -		\$ -	128	0%
2. 18" HDPE	LF	37	\$33.00	\$ 1,221.00		\$ -		\$ -	37	0%
3. 24" HDPE	LF	68	\$40.00	\$ 2,720.00		\$ -		\$ -	68	0%
4. 15" RCP	LF	816	\$42.00	\$ 34,272.00		\$ -		\$ -	816	0%
5. 18" RCP	LF	212	\$44.00	\$ 9,328.00		\$ -		\$ -	212	0%
6. 24" RCP	LF	1,306	\$50.00	\$ 65,300.00		\$ -		\$ -	1,306	0%
7. STD TYPE C INLET	EA	28	\$1,700.00	\$ 47,600.00		\$ -		\$ -	28	0%
8. STORM MANHOLE	EA	1	\$2,000.00	\$ 2,000.00		\$ -		\$ -	1	0%
9. ENDWALLS	EA	1	\$1,250.00	\$ 1,250.00		\$ -		\$ -	1	0%
10. OUTLET STRUCTURE	EA	1	\$7,500.00	\$ 7,500.00		\$ -		\$ -	1	0%
11. PIPE STORAGE BED	LS	1	\$250,500.00	\$ 250,500.00		\$ -		\$ -	1	0%
12. RAIN GARDEN (#19 & #20)	EA	2	\$7,000.00	\$ 14,000.00		\$ -		\$ -	2	0%
13. WATER STORAGE TANKS	EA	2	\$17,500.00	\$ 35,000.00		\$ -		\$ -	2	0%
SUBTOTAL ITEM D				\$ 474,659.00		\$ -		\$ -		0%

E. PAVING & CURBING										
1. FINE GRADE	SY	10,215	\$0.75	\$ 7,661.25		\$ -		\$ -	10,215	0%
2. 5" 2A MODIFIED	SY	10,215	\$5.00	\$ 51,075.00		\$ -		\$ -	10,215	0%
3. 5" 25MM BASE	SY	10,215	\$17.50	\$ 178,762.50		\$ -		\$ -	10,215	0%
4. 3" 18MM BINDER	SY	10,215	\$10.25	\$ 104,703.75		\$ -		\$ -	10,215	0%
5. CLEAN & TACK	SY	10,215	\$0.25	\$ 2,553.75		\$ -		\$ -	10,215	0%
6. 1.5" 9.5MM WEARING	SY	10,215	\$6.50	\$ 66,337.50		\$ -		\$ -	10,215	0%
7. 4" CONCRETE SIDEWALK W/ 4" STONE BASE	SF	7,138	\$8.75	\$ 62,457.50		\$ -		\$ -	7,138	0%
8. CONCRETE CURB (EXCAVATE AND INSTALL)	LF	6,662	\$16.00	\$ 106,592.00		\$ -		\$ -	6,662	0%
9. TEMP STONE DRIVE AT EXISTING RESIDENCE	LS	1	\$1,500.00	\$ 1,500.00		\$ -		\$ -	1	0%
10. 6" STONE AND 2" WEARING AT EXISTING RESIDENCE	LS	1	\$6,500.00	\$ 6,500.00		\$ -		\$ -	1	0%
SUBTOTAL ITEM E				\$ 588,203.25		\$ -		\$ -		0%

F. SURVEYING										
1. CONSTRUCTION STAKING	LS	1	\$16,500.00	\$ 16,500.00		\$ -		\$ -	1	0%
2. PROPERTY CORNER PINS	EA	37	\$70.00	\$ 2,590.00		\$ -		\$ -	37	0%
3. PROPERTY CORNER MONUMENTS	EA	27	\$140.00	\$ 3,780.00		\$ -		\$ -	27	0%
4. AS-BUILTS	LS	1	\$12,000.00	\$ 12,000.00		\$ -		\$ -	1	0%
SUBTOTAL ITEM F				\$ 34,870.00		\$ -		\$ -		0%

G. LANDSCAPING										
1. SHADE TREES	EA	28	\$400.00	\$ 11,200.00		\$ -		\$ -	28	0%
2. STREET TREES	EA	126	\$400.00	\$ 50,400.00		\$ -		\$ -	126	0%
3. EVERGREEN TREES	EA	49	\$210.00	\$ 10,290.00		\$ -		\$ -	49	0%
SUBTOTAL ITEM G				\$ 71,890.00		\$ -		\$ -		0%

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426			
PROJECT NAME:	MARSH LEA SUBDIVISION		SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE: \$ -						
PROJECT NUMBER:			TOTAL CONSTRUCTION (100%) = \$ 1,397,626.75				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -						
PROJECT SPONSOR:			TOWNSHIP SECURITY (10%) = \$ 139,762.68				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -						
MUNICIPALITY:	T. RICHARD MOSER LAND DEVELOPERS, L.P. UPPER UWCHLAN TOWNSHIP		CONSTRUCTION INSPECTION \$ 132,573.68				AMOUNT OF CURRENT TOTAL RELEASE: \$ -						
ESCROW AGENT:			GRAND TOTAL ESCROWED = \$ 1,669,963.10				TOTAL OF CONST. RELEASES TO DATE: \$ -						
TYPE OF SECURITY:			RELEASE NO.: 0				CONSTRUCTION ESCROW REMAINING: \$ 1,397,626.75						
AGREEMENT DATE:			REQUEST DATE:				TOWNSHIP SECURITY REMAINING: \$ 139,762.68						
							CONSTRUCTION INSPECTION REMAINING: \$ 132,573.68						
							TOTAL ESCROW REMAINING: \$ 1,669,963.10						
							0%						
ESCROW TABULATION										ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS			TOTAL AMOUNT		CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		TOTAL AMOUNT		PERCENT		
	UNITS	QUANTITY	UNIT PRICE			QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		
H. MISCELLANEOUS													
1. SIGNS		EA	\$ 250.00	\$ 4,000.00						16	\$ 4,000.00	0%	
2. PAVEMENT MARKINGS		LS	\$ 7,500.00	\$ 7,500.00						1	\$ 7,500.00	0%	
SUBTOTAL ITEM H													
				\$ 11,500.00							\$ 11,500.00	0%	
TOTAL IMPROVEMENTS - ITEMS A-H													
I. TOWNSHIP SECURITY (10%)				\$ 139,762.68							\$ 139,762.68	0%	
J. CONSTRUCTION INSPECTION				\$ 132,573.68							\$ 132,573.68	0%	
NET CONSTRUCTION RELEASE													
				\$ 1,669,963.10							\$ 1,669,963.10	0%	
SURETY AMOUNT													
				\$ 1,669,963.10							\$ 1,669,963.10	0%	

EXHIBIT "B"

**CERTIFICATE OF COMPLETION AND
AUTHORIZATION OF REDUCTION AND RELEASE
NO. _____**

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and MARSH LEA 27 LLC, ("Developer"), dated _____, 2017, concerning the construction, installation and completion of Improvements in the Marsh Lea Land Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE THE BRYN MAWR TRUST COMPANY ("Bank"), pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of a restrictive loan account provided and held with said Bank to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the escrow account.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Improvements described hereinbelow (or any other work performed and Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Improvements (as well as any other work and Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Financial Security authorized by this Certificate and Authorization have been determined as follows:

- I. COST OF COMPLETED WORK AND Improvements \$ _____
- II. *less* AMOUNT OF RETAINAGE (10%) \$ _____
- III. AMOUNT OF REDUCTION AND RELEASE \$ _____

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

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 No. 32-3-37

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

THIS AGREEMENT, made and entered into this 15th day of December, 2017, by and between MARSH LEA 27 LLC, a Pennsylvania limited liability company, (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property located in the Township and Wallace Township by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book _____, Page _____, (with that portion of the real property being located within Upper Uwchlan Township, identified as UPI No. 32-3-37 being referred to hereinafter as the "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property pursuant to a plan entitled "Preliminary/Final Plan, Marsh Lea" prepared by Edward B. Walsh & Associates, Inc. dated April 17, 2016 and last revised September 19, 2017 (except for Sheets 11A, 11B, 11C, 11 and 12, which are last revised October 26, 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 devised, 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 on the Property, 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) on the Property in accordance with the Final Plan.
3. The Landowner shall inspect, operate and maintain the BMP(s) and conveyance(s) on the Property 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) on the Property 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) on the Property 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) on the Property 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 Management 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 on the Property that is constructed 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 on the Property

that would limit or alter the functioning of the BMP or conveyance on the Property;

- c. Allow the BMP or conveyance on the Property 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 on the Property.

7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) on the Property 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 Township Stormwater Management Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s) and conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
8. In the event that the Township, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all reasonable expenses (direct and indirect) incurred within thirty

(30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and conveyance(s) on the Property 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) on the Property 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 reasonable 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 Management 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 ("Association") created for the residential development shall be the successor to Landowner or its assigns under this Agreement for purposes of completion of inspections in accordance with the requirements specified on the O&M Plan. The individual unit owners shall be the successors to Landowner or its assigns with respect to his or her unit and shall have the rights of the Landowner and shall be responsible for the obligations of the Landowner set forth in this Agreement for the BMPs and conveyances on his or her unit (except for the pipe storage system on Lot 17 which shall be the responsibility of the HOA to operate and maintain). The Association shall be the successor to Landowner or its assigns under this Agreement for Common Facilities (as said term is defined in the homeowners' association Declaration for the residential development ("Declaration")) and for the pipe storage system on Lot 17 (which shall be defined as a Controlled Facility in the Declaration and shall have the rights of the Landowner and shall be responsible for the obligations of the Landowner set forth in this Agreement for the BMPs and conveyances upon each transfer of Common Facilities or Controlled Facilities containing BMP(s) and conveyances from the Declarant (as said term is defined in the Declaration) to the 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 and conveyances 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
MARSH LEA 27 LLC, a Pennsylvania
limited liability company

BY:  member

Theodore R. Moser III, Member

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: _____
Kevin C. Kerr, Chairperson

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF Chester :

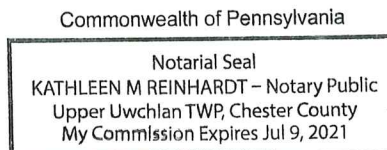
On this, the 1st day of December, 2017, before me, a Notary Public, the undersigned officer, personally appeared, Theodore R. Moser III, who acknowledged himself to be the Member of MARSH LEA 27 LLC, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen M Reinhardt
Notary Public

(Notarial Seal)

My Commission Expires: 7/9/21



COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

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.

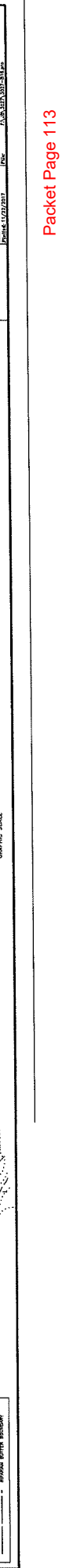
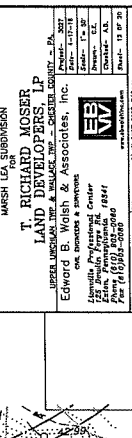
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

My Commission Expires:

APPENDIX “A”



PREPARED BY & RETURN TO:
 Riley Riper Hollin & Colagreco
 Attn.: Alyson M. Zarro, Esquire
 717 Constitution Drive, Suite 201
 P.O. Box 1265
 Exton, PA 19341
 (610) 458-4400

UPI No. 32-3-37

ON-LOT SEWAGE MANAGEMENT AGREEMENT

This On-Lot Sewage Management Agreement ("Agreement"), made this 15th day of December, 2017 by and among Upper Uwchlan Township, Chester County, Pennsylvania (hereinafter the "Township"), Marsh Lea 27 LLC, a Pennsylvania limited liability company (hereinafter the "Developer"), and Marsh Lea Community Association, Inc., a Pennsylvania non-profit corporation (Association").

BACKGROUND

A. Developer is presently owner of a certain tract of land known as UPI No. 32-3-37, situate in Upper Uwchlan Township, Chester County, Pennsylvania, which Developer is subdividing and developing into a residential subdivision containing up to twenty-one (21) building lots in Upper Uwchlan Township (each, a "Lot", and collectively, the "Property"), according to certain subdivision and land development plans of Marsh Lea prepared for Developer by E.B. Walsh & Associates, Inc., dated April 17, 2016 and last revised September 19, 2017 (except Sheets 11A, 11B, 11C, 11 and 12, which are last revised October 26, 2017), and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania in Plan Book No. _____.

B. It is intended that each of the Lots will have constructed thereon a single family detached residential dwelling (with appurtenant and accessory improvements), which will be owned by individual homeowners (each, an "Owner"), and that such dwelling will be served by an individual on-lot sewage disposal system (each, a "System"), which will require routine and scheduled operation and maintenance to be installed and operated properly.

C. The Systems may or will include (depending on the design of each System) items such as building sewers, septic tanks, aerobic treatment tanks, storage tanks, filtration equipment, pumps, piping, drip tubing controls, wiring, conduits and all necessary and appurtenant air,

telephone, and electrical power supplies, that require routine and scheduled maintenance to ensure proper operation.

D. Developer has executed and has caused to be recorded in Book _____, Page _____, prior to the recording hereof, a certain Declaration for Marsh Lea, a planned community ("Declaration") with respect to the entire Property, pursuant to the Pennsylvania Uniform Planned Community Act 68 Pa.C.S.A. § 5101, et seq. ("UPCA"). Pursuant to the Declaration, the Association has been organized as the association of unit owners for the purposes, inter alia, of managing and maintaining certain common amenities, as well as performing certain maintenance and testing services with respect to the Systems. Specifically, Article 10 of the Declaration provides that the Association will carry out certain routine maintenance and inspection services with respect to the Systems, and obligates the Owners to comply with certain conditions and restrictions in the use and operation of the Systems.

E. The Township is willing to allow the installation of the Systems upon the Lots subject to the terms and conditions of this Agreement.

F. The Township, Developer and Association desire to memorialize the agreements reached between them with respect to the operation and maintenance of the Systems to ensure the orderly operation and maintenance of the Systems.

NOW THEREFORE, for and in consideration of the covenants contained herein, and intending to be legally bound hereby, the parties do agree as follows:

1. The Developer or, if different, any person who proposes to install a System on a Lot (in either case, the "Builder") shall receive and provide the Township, prior to installation of a System, a copy of an installation permit from the Township Sewage Enforcement Officer or the Chester County Health Department in accordance with the requirements of the Pennsylvania Department of Environmental Protection ("DEP").
2. The Builder shall retain an installation contractor qualified and (where applicable) authorized by the System manufacturer to install the System.
3. The Association shall annually renew, for the life of the Systems, and shall annually provide to the Township a copy of, a maintenance contract for the Systems with an authorized Maintenance Contractor (the "Maintenance Contractor"). The Maintenance Contractor shall be a private independent contractor who (i) is qualified and experienced in the maintenance and operation of the Systems, (ii) is (where applicable and practicable) authorized by the manufacturer or otherwise qualified to service the equipment, and (iii) is approved by the Township (such approval not to be unreasonably withheld, conditioned or delayed) to provide such services with the borders of the Township, provided that such approval is required only if the Township has enacted or in the future enacts an ordinance setting forth the requirements to be met by septic system maintenance contractors and/or a procedure for the Township's review and approval of their qualifications.

4. The Association shall have the Maintenance Contractor inspect the Systems annually (or more frequently if the manufacturer of any component parts of a System recommends more frequent testing or inspection [as to which the Association shall have the right to rely on the advice of the Maintenance Contractor]) and have the Maintenance Contractor provide the Association, the Owner and Township with copies of a report signed by the Maintenance Contractor that states with respect to each System (i) the inspection, testing and maintenance activities performed on the System, (ii) whether Maintenance Contractor found any evidence based on its inspection of the System that the System is not operating properly or in accordance with the permit, (iii) whether any previously recommended repairs or corrective measures have been completed, and (iv) whether any repairs or corrective action is recommended and a description of such recommended measures. The inspection and maintenance program will include at a minimum the manufacturers' recommended services and inspections for each separate component of the System. The Maintenance Contractor's report shall include the average daily flow from water meter readings, if available. Each Owner shall provide the Maintenance Contractor, upon request, with copies of water bills for the applicable periods necessary to enable the Maintenance Contractor to include such information. The report shall also indicate resolution of any deficiencies noted in the Maintenance Contractor's inspection or in any service or alarm call during the past year. If a revision or modification is made to the System, an amended and revised drawing, detailing the revision or modification shall be provided to the Owner and the Township. The Owner is responsible for obtaining a permit from the Township's Sewage Enforcement Officer or the Chester County Health Department, if required, for any revision or modification to the System.
5. If an inspection indicates the need for repair, replacement and/or additional maintenance that is not covered under the Maintenance Contract, the Owner of the affected System agrees to have the Maintenance Contractor or another qualified contractor approved by the Township (if applicable or, if not applicable, a contractor approved by the Association, which approval in either case shall not be unreasonably withheld), perform the required repair, replacement and/or additional maintenance. The Owner further agrees to pay all costs of such repair, replacement and/or additional maintenance. Neither the Association nor the Developer shall be responsible for such costs. The Owner shall report in writing to the Maintenance Contractor or the Association promptly upon completion of such work, and shall provide a written report by the contractor confirming that such work has been done.
6. The inspection and maintenance program will also include the removal of septage or other solids from treatment tanks once every two (2) years, (or more frequently at the option of the Association), or whenever an inspection reveals solids or scum in excess of 1/3 of the liquid depth of the tank, or more frequently if recommended by the manufacturer of any of the component parts of the System or if determined to be advisable by the Board of the Association. The septage pumper/hauler must be licensed by DEP and approved by the Township to provide such services with the

borders of the Township (if the Township has an ordinance requiring such approval), such approval not to be unreasonably withheld.

7. The Owner shall provide an adequate supply of electrical power with the proper phase, frequency, voltage as recommended by the equipment manufacturers of the various components of the System.
8. The Owner agrees not to plant trees or shrubs in the absorption area or to otherwise excavate or damage the absorption area. The Owner also agrees to protect the absorption area from vehicle traffic, and to protect the absorption area and System components from storm-water runoff from gutters and downspouts, driveways, swales and sump pump discharges. This applies as well to any "back-up" absorption area located on the Owner's Lot.
9. The Owner agrees not to build any structures, including swimming pools and sprinkler systems, on or within ten (10) feet of the absorption area (including any back-up absorption area) or any components of the System.
10. The Owner agrees to use water conservation devices (such as low flow toilets, showerheads, dishwashers, and clothes washers) and to promptly repair any leaking plumbing fixtures.
11. The Owner agrees not to introduce into the System harmful chemicals (oils and grease, gasoline, antifreeze, pesticides, paints and thinners, industrial soaps and detergents, harsh drain and toilet bowl cleaners) and clogging bulky items (sanitary napkins, diapers, paper towels, cigarette filters, cat litter, plastics, egg shells, bones, coffee grounds). The Owner also agrees to minimize garbage disposal use and to limit garbage disposal use to ordinary kitchen waste.
12. The Owner also agrees that the System may be inspected by the Township and by the Association to ensure it is being properly maintained and all components are in good working order.
13. It is expressly understood that this Agreement shall be recorded in the Office of the Chester County Recorder of Deeds and that this Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns. This Agreement shall be binding upon each Owner, as a covenant running with title to the respective Lots, including each such Owner's successor in title to the aforesaid Lot which is the subject of this Agreement. Each Owner's obligations hereunder shall end upon bona fide conveyance of title to his or her Lot (upon which the successor Owner shall succeed to the obligations imposed hereunder with respect to such Lot) but such conveyance shall not be deemed to release or exonerate the transferor Owner from any liability arising hereunder prior to such conveyance (including, without limitation, any payment or reimbursement obligation of such Owner arising under Section 14 hereof), and any such conveyance shall be subject to any lien in favor of the Township or the Association as provided for herein. Any

prospective lender or purchaser of a Lot shall be entitled to receive, a statement from the Township in writing, within fifteen (15) days following a written request addressed to the Township Manager, setting forth any fees, costs or expenses that are due to the Township with respect to such Lot, and such purchaser or lender shall be entitled to rely absolutely on the accuracy thereof (as of the date of the statement), except for liens actually of record. Failure of the Township to mail such statement within fifteen (15) days after its receipt of such written request shall (except as to liens of record in favor of the Township) constitute a waiver of the Township's claim against the purchaser or the Lot for sums due as of the end of such fifteen (15) day period, if the purchaser in fact purchases the Lot. In no event shall the failure to deliver such statement or any inaccuracy in any such statement prejudice any claims of the Township against the selling Owner. Each prospective purchaser shall be entitled to a similar statement from the Association as part of the "resale certificate" which is required to be delivered by the selling Owner under the UPCA and the Declaration.

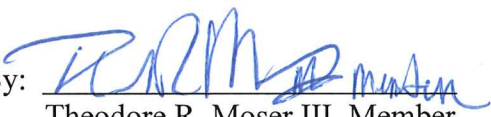
14. Each Owner agrees to pay the Township or the Association, if applicable, and any and all costs incurred by the Township or the Association to enforce this Agreement or the applicable provisions of the Declaration, or to inspect, repair, or maintain the System should the Owner fail to maintain the System according to this Agreement. In the event the Owner shall fail to pay the Township or Association for such costs, the Township may issue fines or institute civil suits against the Owner or file liens against the property in accordance with the Municipal Lien Law, for all such costs incurred by the Township, including reasonable attorney fees, and the Association shall have all rights and remedies as provided in the Declaration or otherwise at law or in equity, including the right to assess the Owner and the Lot for such costs, which shall be secured by the lien provided for in the Declaration and the UPCA.
15. The Township shall fully utilize the legal authority set forth herein and the powers it possesses through enabling statutes to carry out the purposes of this Agreement.
16. The covenants, agreements and restrictions herein, and the powers conferred on the Association herein, relating to the maintenance and operation of Systems on the Lots are in addition to those contained in the Declaration, which is incorporated herein by this reference.
17. If a Lot subject to this Agreement is hereafter connected to a public or quasi-public sewer system such that the System on such Lot is disconnected and ceases to be used, then this Agreement shall cease to apply to such Lot or to the System on such Lot, prospectively, and as long as such System is out of use. If the Township or other governmental authority having jurisdiction hereafter enacts an ordinance implementing a mandatory maintenance program for on-site sewage systems within its jurisdiction that applies to the Lots that are subject to this Agreement, then this Agreement shall no longer be effective as of the date on which the Lots become subject to such regulations and such regulations have in fact been implemented to the extent that there are any inconsistencies between this Agreement and such regulations.

After the enactment of such ordinance, upon request of any Owner the Township shall execute an instrument, duly acknowledged and otherwise in recordable form, confirming that such regulations are in force and that this Agreement is no longer in force, and upon recordation thereof this Agreement shall be deemed null and void and of no further force or effect, and none of the parties hereto or bound hereby shall have any further obligations hereunder, provided however that such termination shall not affect the rights or obligations of any persons under this Agreement arising prior to the date of such termination.

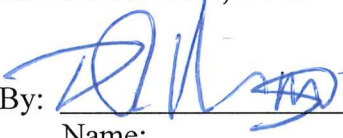
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

DEVELOPER
MARSH LEA 27 LLC,
a Pennsylvania limited liability company

By: 
Theodore R. Moser III, Member

MARSH LEA COMMUNITY
ASSOCIATION, INC.

By: 
Name:
Title:

ATTEST:

UPPER UWCHLAN TOWNSHIP

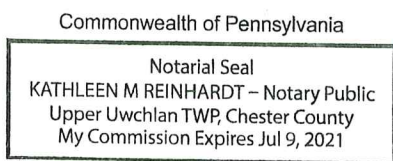
By: _____
Name:
Title:

By: _____
Kevin K. Kerr, Chairman

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 1st day of December, 2017, before me, the undersigned officer, personally appeared, Theodore R. Moser III, who acknowledged himself to be the Member of MARSH LEA 27 LLC, a Pennsylvania limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

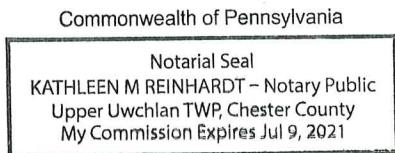


Kathleen M Reinhardt
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 1st day of December, 2017, before me, the undersigned officer, personally appeared, Theodore R. Moser, III, who acknowledged him/herself to be the President of Marsh Lea Community Association, Inc., a Pennsylvania non-profit corporation, and that s/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Kathleen M Reinhardt
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

On this, the ____ day of _____, 2017, before me, the undersigned officer, personally appeared, Kevin C. Kerr, who acknowledged himself to be the Chairman of Upper Uwchlan Township, and that he, 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



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Parcel 5C – Village at Byers Station Developers Agreements
Toll Brothers

DATE: December 12, 2017

The Village at Byers Station consists of 121 Townhomes on what has always been referred to as Parcel 5C (residential portion of project), a parcel of land situated between Pottstown Pike (S.R. 0100) and Graphite Mine Road. This parcel is one of the last pieces of the Byers Station sub-division and land development process. Attached for your review and consideration are a number of agreements to include:

- ✓ Land Development Agreement (Site Improvement)
- ✓ Financial Security Agreement (Site Improvement)
- ✓ Land Development Agreement (Sewer)
- ✓ Financial Security Agreement (Sewer)
- ✓ Site Bond
- ✓ Sewer Bond
- ✓ Stormwater BMP's and O & M Agreement
- ✓ Easement Agreement Graphite Mine Road
- ✓ Deed of Dedication Station Boulevard (additional right of way)
- ✓ Deed of Dedication Darrell Drive (additional right of way)

These agreements have been reviewed by staff, consultants, and the Township Solicitor and are recommended for approval and execution.

I would respectfully request that the BOS approve the agreements as detailed in the memo above and authorize the execution of said agreements.

LAND DEVELOPMENT AGREEMENT

THE VILLAGE AT BYERS STATION – PARCEL 5C RESIDENTIAL SITE IMPROVEMENTS

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2017, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL PA II, L.P.**, a Pennsylvania limited partnership with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 (“Developer”).

BACKGROUND:

- A. Developer proposes to subdivide a 29.792± acre property, known as “Parcel 5C” of the Byers Station Planned Residential Development, situate on the east side of Pottstown Pike and the south side of Darrell Drive, Upper Uwchlan Township, Chester County, Pennsylvania, known as Chester County UPI No. 32-4-497, into two lots and to develop the lot designated as “Lot 1” on the Plans with one hundred twenty-one (121) townhouse dwelling units as part of a planned residential development known as “Byers Station” (“Subdivision/Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted Final Planned Residential Development Plan approval of the Subdivision/Development on May 15, 2017. Developer received final approval of the planned residential development plans for the Subdivision/Development, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. Definitions; Interpretation.

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

- (1) “Tract” shall mean all that certain 16.353± acre tract designated as “Lot 1” on the Plans located at the intersection of Darrell Drive and Pottstown Pike, Upper Uwchlan Township, Chester County,

Pennsylvania, and which is more fully and further shown and described on the Plans.

- (2) "Plans" shall mean the planned residential development plan entitled "Subdivision and Amended Final PRD Plans - Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering, dated May 20, 2016, last revised December 6, 2017, consisting of sixty (60) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) "Subject Development" or "Project" shall mean the proposed development of the Tract as one hundred twenty-one (121) townhouse dwelling units, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Development, as the same are more fully depicted on the Plans, including without limitation Improvements shown on the lot designated as "Lot 2" on the Plans that are included in the Secured Improvements attached hereto as Exhibit "B".
- (4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully shown, identified or otherwise described on and by the Plans for the Project and the improvements determined at the time of construction to be required for the Station Boulevard Crossing.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached hereto as Exhibit "B" and made a part hereof. The sanitary sewer improvements for the Project are subject to separate Development and Financial Security Agreements between Developer and the Township and are not included in the Improvements or Secured Improvements.

- (6) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Secured Improvements shall be completed.
 - (7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
 - (8) "Surety" shall mean the bonding company chosen by Developer and approved by the Township, which posts the Financial Security with the Township. The Surety must be authorized to conduct business in the Commonwealth of Pennsylvania.
 - (9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
 - (10) "Township Ordinances" shall mean the Upper Uwchlan Township Zoning Ordinance and Subdivision and Land Development Ordinance, as such Ordinances have been amended and now exist and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Development shall be subject to the provisions of Section 711(d) of the MPC.
 - (11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
 - (12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.
 - (13) "Station Boulevard Crossing" shall mean the crosswalk/trail connection depicted on Exhibit "C" attached hereto. The final design of the Station Boulevard Crossing shall be determined at the time of construction and shall be based on one of the two (2) options depicted in Exhibit "C" as agreed to by Developer and the Township.
- B. Except as may be otherwise provided herein and/or if the context clearly

indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Township Ordinances or the MPC, shall have the meanings and shall be interpreted herein as under the Township Ordinances or the MPC.

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

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Secured Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Township Ordinances; (ii) the Plans (except the Station Boulevard Crossing, which shall be completed in accordance with Exhibit "C" and Section 1.A(13) hereof); (iii) the provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.
- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
 - (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Secured Improvements shall be completed on or before the date occurring three (3) years from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written

request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.

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

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, and provided that Developer is first given written notice by Township specifying the failure of repair or maintenance and an opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Township Ordinances, and/or the MPC, and/or otherwise at law or in equity) to:
 - (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Secured Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair

and maintenance, or otherwise, with respect to the Secured Improvements subject of the default); and

- (2) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the Township for and otherwise related to any such legal and/or equitable action or proceeding.

- G. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the cost of such inspection shall be paid by Developer.
- H. Developer agrees that it will obtain use and occupancy permits as required under the Township's Zoning Ordinance prior to permitting occupancy of any dwelling or any building within the Project.
- I. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

3. **Guaranty of Completion of Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to the Subject Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.

- C. The initial amount of the Financial Security shall be Two Million Seven Hundred Fifty-Six Thousand Forty-One and 18/100 Dollars (\$2,756,041.18), which is 110% of the total cost estimate of the Secured Improvements plus additional security for construction inspections as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township and with respect to the same, hereby agrees to tender to the Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township:
 - (1) All portions of the Tract, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of Darrell Drive and Station Boulevard, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement;
 - (2) Stormwater piping in the right-of-way of Graphite Mine Road;
 - (3) Walking trail along the frontage of Darrell Drive to the extent outside of the ultimate right-of-way lines of Darrell Drive; and
 - (4) Any or all other facilities specified to be dedicated to the Township as part of the approval of the Plans.
- B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:
 - (1) Certification by the Township Engineer that all Improvements which are to be dedicated to the Township have been satisfactorily completed fully in accordance with the terms of Section 2 above;
 - (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Improvements to be accepted for dedication by the Township; and

- (3) Advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 7 below.

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

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

- (1) The form and provisions of the bond or other financial security shall reasonably be approved by the Township Solicitor;
- (2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC;
- (3) The bond or other financial security shall be posted with (1) a bonding company; or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;
- (4) The bond or other financial security shall provide for and secure to the public, as represented by the Township with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement dedicated to the Township, in accordance with the design and specifications thereof as shown on the Plans, for a term of eighteen (18) months from the date when the Township accepts dedication of each such Improvement;
- (5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated Improvements covered by the bond or other financial security;
- (6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term and provided that written notice and opportunity to cure has first been given to Developer and Developer has failed to cure, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to the Township, or its order, from time to time, as the Township shall determine and demand, all or part of the

amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

- (7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees under and in accordance with Section 7 below.

6. **Failure to Complete; Other Default.**

- A. In the event that any of the Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, and provided that Developer is first given written notice and opportunity to cure by Township in accordance with Section 5(8) of the Financial Security Agreement and Developer has failed to cure, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Secured Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, declare a forfeiture of the bond and/or to otherwise enforce the Financial Security in order to pay for the reasonable costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the reasonable costs of fully completing all the incomplete Secured Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the

Secured Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Secured Improvements and pay related reasonable costs, expenses and fees.

- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Secured Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Secured Improvements.

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

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

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

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

- C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection C, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.
- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices. Developer does further warrant that the Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.
- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit

or demand except to the extent caused by the negligence or willful misconduct of the Township.

- C. The indemnification, save harmless and defense provisions of Subsection B shall not apply to any claims, suits or demands arising from, out of, or related to the repair and/or maintenance of any Improvements, which have been completed and dedicated (or otherwise transferred or assigned) to the homeowners' association created for The Village at Byers Station or other third party.

9. **Notices.**

- A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, three (3) business days after the date of deposit in the United States mails.

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.
- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new

Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.

- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township under the MPC, and/or otherwise at law or in equity.
- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.
- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

Gwen Jonik
Secretary

By: _____
Kevin C. Kerr, Chairman

DEVELOPER

TOLL PA II, L.P., a Pennsylvania
limited partnership

By: TOLL PA GP CORP., a Pennsylvania
corporation, its general partner

Attest: _____

By: _____
Name: Christopher Kopitzky
Title: Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :
SS.

On this _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin C. Kerr, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :
SS.

On this 14th day of November, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher Kopitsky, who acknowledged himself/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen M Reinhardt
Notary Public

My Commission Expires: 7/9/21

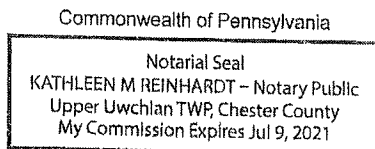


EXHIBIT "A"

PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	PC151192	Cover Sheet	5/20/16	12/6/17
2	PC151192	Subdivision Plan	5/20/16	12/6/17
3	PC151192	Project Notes	5/20/16	12/6/17
4	PC151192	Overall Record Plan	5/20/16	12/6/17
5-6	PC151192	Record Plan	5/20/16	12/6/17
7	PC151192	Overall Site Plan	5/20/16	12/6/17
8-9	PC151192	Site Plan	5/20/16	12/6/17
10	PC151192	Overall Conservation Plan	5/20/16	12/6/17
11	PC151192	Overall Site Impact Plan	5/20/16	12/6/17
12	PC151192	Overall Grading & Utility Plan	5/20/16	12/6/17
13-14	PC151192	Grading & Utility Plan	5/20/16	12/6/17
15-17	PC151192	A.D.A. Ramp Details	5/20/16	12/6/17
18	PC151192	Plan & Profile "Road A"	5/20/16	12/6/17
19	PC151192	Plan & Profile "Road B"	5/20/16	12/6/17
20	PC151192	Plan & Profile "Road C"	5/20/16	12/6/17
21	PC151192	Plan & Profile "Road D, E, F & G"	5/20/16	12/6/17
22	PC151192	Plan & Profile "Access Driveway"	5/20/16	12/6/17
23-25	PC151192	Storm Sewer Profiles	5/20/16	12/6/17
26	PC151192	Utility Tables	5/20/16	12/6/17
27	PC151192	Stage 1 – Overall Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
28-29	PC151192	Stage 1 - Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
30	PC151192	Stage 2 - Overall Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
31-32	PC151192	Stage 2 - Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
33-34	PC151192	Soil Erosion & Sediment Pollution Control Notes	5/20/16	12/6/17
35-37	PC151192	Soil Erosion & Sediment Pollution Control Details	5/20/16	12/6/17
38	PC151192	Overall Landscape Plan	5/20/16	12/6/17
39-40	PC151192	Landscape Plan	5/20/16	12/6/17
41	PC151192	Landscape Details & Notes	5/20/16	12/6/17
42	PC151192	Overall Lighting Plan	5/20/16	12/6/17
43-44	PC151192	Lighting Plan	5/20/16	12/6/17

45	PC151192	Lighting Details	5/20/16	12/6/17
46	PC151192	SUC-30 & WB-50 Truck Circulation Plan	5/20/16	12/6/17
47	PC151192	Fire Truck Circulation Plan	5/20/16	12/6/17
48-50	PC151192	Details	5/20/16	12/6/17
51	PC151192	Overall Pre-Development Drainage Area Plan	5/20/16	12/6/17
52	PC151192	Overall Post-Development Drainage Area Plan	5/20/16	12/6/17
53	PC151192	Overall Inlet Drainage Area Plan	5/20/16	12/6/17
54	PC151192	Overall Post Construction Stormwater Management Plan	5/20/16	12/6/17
54	PC151192	Overall Water Quality Plan	5/20/16	12/6/17
55	PC151192	Overall Post Construction Stormwater Management Plan	5/20/16	12/6/17
56-57	PC151192	Post Construction Stormwater Management Plan	5/20/16	12/6/17
58	PC151192	Post Construction Stormwater Management Plan Notes	5/20/16	12/6/17
59-60	PC151192	Post Construction Stormwater Management Plan Details	5/20/16	12/6/17

EXHIBIT "B"

FINANCIAL SECURITY

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA 19428

ESCROW STATUS REPORT

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL

PROJECT NUMBER:

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

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ 172,309.03
TOWNSHIP SECURITY REMAINING: \$ 103,395.42
CONSTRUCTION INSPECTION REMAINING: \$ 1,998,784.71
TOTAL ESCROW REMAINING: \$ 0%

ESCROW TABULATION

CONSTRUCTION ITEMS										
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT COMPLETE
A. CLEARING & GRUBBING										
	LS	1	\$ 11,850.00	\$	11,850.00		\$	1	\$ 11,850.00	0%
1. CLEARING AND GRUBBING										
			\$	\$			\$		\$ 11,850.00	0%
SUBTOTAL ITEM A										
B. E&S CONTROL										
	EA	1	\$ 3,000.00	\$	3,000.00		\$	1	\$ 3,000.00	0%
1. CONSTRUCTION ENTRANCES										
	LF	1,185	\$ 3.45	\$	4,088.25		\$	1,185	\$ 4,088.25	0%
2. 12" SILT SOCK										
	LF	64	\$ 16.20	\$	1,036.80		\$	64	\$ 1,036.80	0%
3. 24" SILT SOCK										
	SF	32,000	\$ 0.25	\$	8,000.00		\$	32,000	\$ 8,000.00	0%
4. EROSION CONTROL MATTING										
	EA	9	\$ 115.00	\$	1,035.00		\$	9	\$ 1,035.00	0%
5. INLET PROTECTION										
	LF	500	\$ 1.50	\$	750.00		\$	500	\$ 750.00	0%
6. STOCKPILE - 18" SILT FENCE										
	SF	473,228	\$ 0.04	\$	18,928.12		\$	473,228	\$ 18,928.12	0%
7. TEMP SEED & MULCH										
			\$	\$			\$		\$ 36,839.17	0%
SUBTOTAL ITEM B										
C. STORMWATER/E&S BASINS										
SEDIMENT FOREBAY #1										
	LS	1	\$18,000.00	\$	18,000.00		\$	1	\$ 18,000.00	0%
1. EARTHWORK										
	SF	22,500	\$ 0.25	\$	5,625.00		\$	22,500	\$ 5,625.00	0%
2. EROSION CONTROL MATTING - SLOPES										
	SF	2,627	\$0.50	\$	1,313.50		\$	2,627	\$ 1,313.50	0%
3. EMERGENCY SPILLWAY MATTING										
	EA	1	\$3,500.00	\$	3,500.00		\$	1	\$ 3,500.00	0%
4. OUTLET STRUCTURE										
	EA	124	\$32.00	\$	3,968.00		\$	124	\$ 3,968.00	0%
5. 18" HDPE										
	LF	1	\$2,800.00	\$	2,800.00		\$	1	\$ 2,800.00	0%
6. STORM MANHOLE										
	EA	1	\$1,000.00	\$	1,000.00		\$	1	\$ 1,000.00	0%
7. ENDWALL										
	EA	1	\$500.00	\$	500.00		\$	1	\$ 500.00	0%
8. RIP-RAP APRON										
SEDIMENT BASIN #2										
	LS	1	\$12,000.00	\$	12,000.00		\$	1	\$ 12,000.00	0%
1. EARTHWORK										
	SF	24,600	\$0.25	\$	6,150.00		\$	24,600	\$ 6,150.00	0%
2. EROSION CONTROL MATTING - SLOPES										
	SF	4,792	\$0.50	\$	2,396.00		\$	4,792	\$ 2,396.00	0%
3. EMERGENCY SPILLWAY MATTING										
	EA	1	\$3,500.00	\$	3,500.00		\$	1	\$ 3,500.00	0%
4. OUTLET STRUCTURE										
	EA	1	\$1,750.00	\$	1,750.00		\$	1	\$ 1,750.00	0%
5. SKIMMER										
	LF	45	\$38.00	\$	1,710.00		\$	45	\$ 1,710.00	0%
6. 18" RCP										
	EA	2	\$1,500.00	\$	3,000.00		\$	2	\$ 3,000.00	0%
7. ANTI-SLEEP COLLARS										
	EA	1	\$1,000.00	\$	1,000.00		\$	1	\$ 1,000.00	0%
8. ENDWALL										
	EA	1	\$500.00	\$	500.00		\$	1	\$ 500.00	0%
9. RIP-RAP APRON										
	LF	467	\$17.00	\$	7,939.00		\$	467	\$ 7,939.00	0%
10. SSF BAFFLE										

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL

PROJECT NUMBER:
PROJECT SPONSOR: BYERS COMMERCIAL LP,
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ 172,309.03
TOWNSHIP SECURITY REMAINING: \$ 103,385.42
CONSTRUCTION INSPECTION REMAINING: \$ 1,998,784.71
TOTAL ESCROW REMAINING: \$ 0%

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE PERCENT	
CONSTRUCTION ITEMS		UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		
SEDIMENT TRAP #3											
1. EARTHWORK	LS		1	\$9,000.00	\$		-		\$	9,000.00	0%
2. EROSION CONTROL MATTING - SLOPES	SF		9,400	\$0.25	\$		-		\$	2,350.00	0%
3. EMERGENCY SPILLWAY MATTING	SF		738	\$0.50	\$		-		\$	369.00	0%
4. OUTLET STRUCTURE	EA		1	\$3,500.00	\$		-		\$	3,500.00	0%
5. 18" HDPE	LF		48	\$32.00	\$		-		\$	1,536.00	0%
6. FLARED END SECTION	EA		1	\$500.00	\$		-		\$	500.00	0%
7. RIP-RAP APRON	EA		1	\$500.00	\$		-		\$	500.00	0%
SEDIMENT TRAP #4											
1. EARTHWORK	LS		1	\$14,000.00	\$		-		\$	14,000.00	0%
2. EROSION CONTROL MATTING - SLOPES	SF		10,300	\$0.25	\$		-		\$	2,575.00	0%
3. EMERGENCY SPILLWAY MATTING	SF		721	\$0.50	\$		-		\$	360.50	0%
4. OUTLET STRUCTURE	EA		1	\$3,500.00	\$		-		\$	3,500.00	0%
5. 18" HDPE	LF		47	\$32.00	\$		-		\$	1,504.00	0%
SEDIMENT TRAP #5											
1. EARTHWORK	LS		1	\$7,500.00	\$		-		\$	7,500.00	0%
2. EROSION CONTROL MATTING - SLOPES	SF		8,300	\$0.25	\$		-		\$	2,075.00	0%
3. EMERGENCY SPILLWAY MATTING	SF		425	\$0.50	\$		-		\$	212.50	0%
4. OUTLET STRUCTURE	EA		1	\$3,500.00	\$		-		\$	3,500.00	0%
5. 18" HDPE	LF		36	\$32.00	\$		-		\$	1,152.00	0%
6. SSF BAFFLE	LF		88	\$17.00	\$		-		\$	1,496.00	0%
SEDIMENT TRAP #6											
1. EARTHWORK	LS		1	\$3,000.00	\$		-		\$	3,000.00	0%
2. EROSION CONTROL MATTING - SLOPES	SF		9,400	\$0.25	\$		-		\$	2,350.00	0%
3. EMERGENCY SPILLWAY MATTING	SF		1,024	\$0.50	\$		-		\$	512.00	0%
4. OUTLET STRUCTURE	EA		1	\$3,500.00	\$		-		\$	3,500.00	0%
5. 18" HDPE	LF		40	\$32.00	\$		-		\$	1,280.00	0%
6. SSF BAFFLE	LF		76	\$17.00	\$		-		\$	1,292.00	0%
7. TIE INTO EXISTING INLET	LS		1	\$650.00	\$		-		\$	650.00	0%
SUBTOTAL ITEM C					\$		-		\$	143,365.50	0%
D. EARTHWORK											
1. STRIP TOPSOIL	CY		8,000	\$ 2.50	\$		-		\$	20,000.00	0%
2. CUT/FILL	CY		32,000	\$ 2.50	\$		-		\$	80,000.00	0%
3. RETURN TOPSOIL	CY		4,500	\$ 3.40	\$		-		\$	15,300.00	0%
SUBTOTAL ITEM D					\$		-		\$	115,300.00	0%

ESCROW STATUS REPORT									
GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA. 19426									
SUMMARY OF ESCROW ACCOUNT									
PROJECT NAME: THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL		TOTAL CONSTRUCTION (100%) = \$		1,723,090.27		AMOUNT OF CURRENT CONST. RELEASE: \$		-	
PROJECT NUMBER:		TOWNSHIP SECURITY (10%) = \$		172,309.03		AMOUNT OF BUILDERS CONTINGENCY RELEASE (10%): \$		-	
PROJECT SPONSOR: BYERS COMMERCIAL L.P.		CONSTRUCTION INSPECTION \$		158,548.53		AMOUNT OF CURRENT TOTAL RELEASE: \$		-	
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP		GRAND TOTAL ESCROWED = \$		2,053,947.82		TOTAL OF CONST. RELEASES TO DATE: \$		1,723,090.27	
ESCROW AGENT:		RELEASE NO: 0		August 8, 2017		TOWNSHIP SECURITY REMAINING: \$		172,309.03	
TYPE OF SECURITY:		REQUEST DATE: August 8, 2017				CONSTRUCTION INSPECTION REMAINING: \$		103,365.42	
AGREEMENT DATE:						TOTAL ESCROW REMAINING: \$		1,998,784.71	
								0%	
ESCROW TABULATION									
CONSTRUCTION ITEMS				CURRENT RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)	
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT
1. STORM SEWER									
LF	1442	\$31.00	\$ 44,702.00					1,442	\$ 44,702.00
LF	638	\$33.00	\$ 21,054.00					638	\$ 21,054.00
LF	934	\$40.00	\$ 37,360.00					934	\$ 37,360.00
LF	83	\$55.00	\$ 4,565.00					83	\$ 4,565.00
LF	254	\$40.00	\$ 10,160.00					254	\$ 10,160.00
EA	30	\$2,200.00	\$ 66,000.00					30	\$ 66,000.00
EA	13	\$3,000.00	\$ 39,000.00					13	\$ 39,000.00
EA	5	\$2,200.00	\$ 11,000.00					5	\$ 11,000.00
EA	1	\$3,200.00	\$ 3,200.00					1	\$ 3,200.00
EA	5	\$2,500.00	\$ 12,500.00					5	\$ 12,500.00
EA	3	\$1,250.00	\$ 3,750.00					3	\$ 3,750.00
EA	3	\$500.00	\$ 1,500.00					3	\$ 1,500.00
EA	3	\$13.00	\$ 39.00					90	\$ 1,170.00
TN	90	\$17.00	\$ 1,530.00					198	\$ 14,850.00
SY	198	\$75.00	\$ 14,850.00					1	\$ 2,500.00
LS	1	\$2,500.00	\$ 2,500.00						
SUBTOTAL ITEM E			\$ 273,311.00						\$ 273,311.00
0%									
2. PAVING & CURBING									
SY	11,040	\$1.06	\$ 11,702.40					11,040	\$ 11,702.40
SY	11,040	\$4.90	\$ 54,096.00					11,040	\$ 54,096.00
SY	11,040	\$18.40	\$ 203,136.00					11,040	\$ 203,136.00
SY	11,040	\$12.25	\$ 135,240.00					11,040	\$ 135,240.00
SY	11,040	\$0.50	\$ 5,520.00					11,040	\$ 5,520.00
SY	11,040	\$6.60	\$ 72,864.00					11,040	\$ 72,864.00
LF	6,283	\$16.40	\$ 103,041.20					6,283	\$ 103,041.20
SY	345	\$40.00	\$ 13,800.00					345	\$ 13,800.00
SY	7,250	\$4.00	\$ 29,000.00					7,250	\$ 29,000.00
LF	500	\$14.00	\$ 7,000.00					500	\$ 7,000.00
SUBTOTAL ITEM F			\$ 635,399.60						\$ 635,399.60
0%									
3. GRAPHITE MINE ROAD									
LF	670	\$1.75	\$ 1,172.50					670	\$ 1,172.50
LS	1	\$3,000.00	\$ 3,000.00					1	\$ 3,000.00
CY	280	\$15.00	\$ 4,200.00					280	\$ 4,200.00
LF	70	\$40.00	\$ 2,800.00					70	\$ 2,800.00
SY	650	\$1.50	\$ 975.00					650	\$ 975.00
SY	650	\$6.50	\$ 4,225.00					650	\$ 4,225.00
SY	650	\$23.00	\$ 14,950.00					650	\$ 14,950.00
SY	650	\$17.00	\$ 11,050.00					650	\$ 11,050.00
SY	650	\$0.65	\$ 422.50					650	\$ 422.50
SY	725	\$9.00	\$ 6,525.00					725	\$ 6,525.00
LS	1	\$2,000.00	\$ 2,000.00					1	\$ 2,000.00
LS	1	\$7,500.00	\$ 7,500.00					1	\$ 7,500.00
SUBTOTAL ITEM G			\$ 58,820.00						\$ 58,820.00
0%									

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL

PROJECT NUMBER: 1723,090.27

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

ESCROW AGENT: 1723,090.27
TYPE OF SECURITY: 172,309.03
AGREEMENT DATE: 103,385.42

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ 172,309.03
TOWNSHIP SECURITY REMAINING: \$ 103,385.42
TOTAL ESCROW REMAINING: \$ 1,998,784.71
0%

ESCROW TABULATION												
CONSTRUCTION ITEMS						CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		PERCENT
H. SURVEYING												
1. CONSTRUCTION STAKING	LS	1	\$40,000.00	\$ 40,000.00				\$	1	\$ 40,000.00		0%
2. MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00				\$	1	\$ 10,000.00		0%
3. AS-BUILTS	LS	1	\$15,000.00	\$ 15,000.00				\$	1	\$ 15,000.00		0%
SUBTOTAL ITEM H				\$ 65,000.00				\$		\$ 65,000.00		0%
I. LANDSCAPING												
1. SHADE TREES	EA	179	\$350.00	\$ 62,650.00					179	\$ 62,650.00		0%
2. ORNAMENTAL TREES	EA	42	\$225.00	\$ 9,450.00					42	\$ 9,450.00		0%
3. EVERGREEN TREES	EA	162	\$200.00	\$ 32,400.00					162	\$ 32,400.00		0%
4. EVERGREEN SHRUBS	EA	356	\$45.00	\$ 16,020.00					356	\$ 16,020.00		0%
5. DECIDUOUS SHRUBS	EA	361	\$45.00	\$ 16,245.00					361	\$ 16,245.00		0%
6. ORNAMENTAL GRASSES	EA	56	\$15.00	\$ 840.00					56	\$ 840.00		0%
SUBTOTAL ITEM I				\$ 137,605.00				\$		\$ 137,605.00		0%
J. MISCELLANEOUS												
1. STREET LIGHTS	EA	22	\$3,500.00	\$ 77,000.00					22	\$ 77,000.00		0%
2. ADA RAMP W/TRUNCATED DOMES	EA	16	\$1,000.00	\$ 16,000.00					16	\$ 16,000.00		0%
3. SIGNS	EA	30	\$200.00	\$ 6,000.00					30	\$ 6,000.00		0%
4. PAVEMENT MARKINGS	LS	1	\$7,500.00	\$ 7,500.00					1	\$ 7,500.00		0%
5. TOT LOT	LS	1	\$80,000.00	\$ 80,000.00					1	\$ 80,000.00		0%
6. BASIN FENCING	Lf	3,940	\$15.00	\$ 59,100.00					3,940	\$ 59,100.00		0%
SUBTOTAL ITEM J				\$ 245,600.00				\$		\$ 245,600.00		0%
K. TOWNSHIP SECURITY (10%)												
TOTAL IMPROVEMENTS - ITEMS A-N				\$ 1,723,090.27				\$		\$ 1,723,090.27		0%
L. CONSTRUCTION INSPECTION				\$ 172,309.03				\$		\$ 172,309.03		0%
				\$ 158,548.53				\$		\$ 103,385.42		0%
NET CONSTRUCTION RELEASE												
				\$ 2,053,947.82				\$		\$ 1,998,784.71		0%
SURETY AMOUNT												
				\$ 2,053,947.82				\$		\$ 1,998,784.71		0%

SUBMITTED: BYERS COMMERCIAL, L.P. DATE

RECOMMENDED FOR RELEASE: GILMORE AND ASSOCIATES, INC. DATE

ESCROW STATUS REPORT									
PROJECT NAME:		GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426							
PROJECT NUMBER:		LOT #1 - RESIDENTIAL							
PROJECT SPONSOR:		BYERS COMMERCIAL L.P.							
MUNICIPALITY:		UPPER UWCHLAN TOWNSHIP							
ESCROW AGENT:		ESCROW NO.: 0							
TYPE OF SECURITY:		RELEASE NO.: August 8, 2017							
AGREEMENT DATE:		REQUEST DATE:							
SUMMARY OF ESCROW ACCOUNT									
TOTAL CONSTRUCTION (100%) = \$		1,723,080.27							
TOWNSHIP SECURITY (10%) = \$		172,309.03							
CONSTRUCTION INSPECTION \$		156,548.53							
GRAND TOTAL ESCROWED = \$		2,053,947.82							
AMOUNT OF CURRENT CONST. RELEASE:		-							
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):		-							
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%):		-							
AMOUNT OF CURRENT TOTAL RELEASE:		-							
TOTAL OF CONST. RELEASES TO DATE:		1,723,080.27							
CONSTRUCTION ESCROW REMAINING:		172,309.03							
TOWNSHIP SECURITY REMAINING:		103,385.42							
CONSTRUCTION INSPECTION REMAINING:		1,986,784.71							
TOTAL ESCROW REMAINING:		0%							
ESCROW TABULATION		CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
UNITS		QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
CONSTRUCTION ITEMS									
APPROVED:		DATE							
		UPPER UWCHLAN TOWNSHIP							

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA 19428

ESCROW STATUS REPORT

PROJECT NAME:	THE VILLAGE AT BYERS STATION	SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE:			
PROJECT NUMBER:	LOT #2 - COMMERCIAL	TOTAL CONSTRUCTION (100%) = \$ 587,215.30				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -			
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.	TOWNSHIP SECURITY (10%) = \$ 58,721.53				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -			
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	CONSTRUCTION INSPECTION \$ 56,156.53				AMOUNT OF CURRENT TOTAL RELEASE: \$ -			
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 702,093.36				TOTAL OF CONST. RELEASES TO DATE: \$ 587,215.30			
TYPE OF SECURITY:		RELEASE NO.: 0				CONSTRUCTION ESCROW REMAINING: \$ 58,721.53			
AGREEMENT DATE:		REQUEST DATE:				TOWNSHIP SECURITY REMAINING: \$ 35,232.92			
						TOTAL ESCROW REMAINING: \$ 681,169.75			
						0%			

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
A. CLEARING & GRUBBING									
1. CLEARING AND GRUBBING	LS	1	\$ 3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0%
SUBTOTAL ITEM A				\$ 3,500.00		\$ -		\$ 3,500.00	0%
B. E&S CONTROL									
1. CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -	1	\$ 3,000.00	0%
2. 12" SILT SOCK	LF	1,070	\$ 3.45	\$ 3,691.50		\$ -	1,070	\$ 3,691.50	0%
3. 18" SILT SOCK	LF	860	\$ 5.50	\$ 4,730.00		\$ -	860	\$ 4,730.00	0%
4. 24" SILT SOCK	LF	60	\$ 15.20	\$ 912.00		\$ -	60	\$ 912.00	0%
5. EROSION CONTROL MATTING	SF	25,000	\$ 0.25	\$ 6,250.00		\$ -	25,000	\$ 6,250.00	0%
6. INLET PROTECTION	EA	9	\$ 115.00	\$ 1,035.00		\$ -	9	\$ 1,035.00	0%
7. STOCKPILE - 18" SILT FENCE	LF	500	\$ 1.50	\$ 750.00		\$ -	500	\$ 750.00	0%
8. TEMP SEED & MULCH	SF	450,000	\$ 0.04	\$ 18,000.00		\$ -	450,000	\$ 18,000.00	0%
SUBTOTAL ITEM B				\$ 38,428.50		\$ -		\$ 38,428.50	0%
C. EARTHWORK									
1. STRIP TOPSOIL	CY	4,500	\$ 2.50	\$ 11,250.00		\$ -	4,500	\$ 11,250.00	0%
2. CUT/FILL	CY	22,500	\$ 2.50	\$ 56,250.00		\$ -	22,500	\$ 56,250.00	0%
3. RETURN TOPSOIL	CY	6,000	\$ 3.40	\$ 20,400.00		\$ -	6,000	\$ 20,400.00	0%
SUBTOTAL ITEM C				\$ 87,900.00		\$ -		\$ 87,900.00	0%
D. STORM SEWER									
1. 15" HDPE	LF	630	\$31.00	\$ 19,530.00		\$ -	630	\$ 19,530.00	0%
2. 18" HDPE	LF	407	\$33.00	\$ 13,431.00		\$ -	407	\$ 13,431.00	0%
3. 24" HDPE	LF	448	\$40.00	\$ 17,920.00		\$ -	448	\$ 17,920.00	0%
4. 30" HDPE	LF	722	\$55.00	\$ 39,710.00		\$ -	722	\$ 39,710.00	0%
5. STD TYPE C INLET	EA	10	\$2,200.00	\$ 22,000.00		\$ -	10	\$ 22,000.00	0%
6. MODIFIED TYPE C INLET	EA	2	\$3,000.00	\$ 6,000.00		\$ -	2	\$ 6,000.00	0%
7. STD TYPE M INLET	EA	5	\$2,200.00	\$ 11,000.00		\$ -	5	\$ 11,000.00	0%
8. STORM MANHOLE	EA	10	\$2,500.00	\$ 25,000.00		\$ -	10	\$ 25,000.00	0%
9. ENDWALLS	EA	3	\$1,250.00	\$ 3,750.00		\$ -	3	\$ 3,750.00	0%
10. RIP-RAP APRONS	EA	3	\$500.00	\$ 1,500.00		\$ -	3	\$ 1,500.00	0%
SUBTOTAL ITEM D				\$ 159,841.00		\$ -		\$ 159,841.00	0%

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET

PROJECT NAME:		THE VILLAGE AT BYERS STATION LOT #2 - COMMERCIAL	
PROJECT NUMBER:			
PROJECT SPONSOR:		BYERS COMMERCIAL, L.P.	
MUNICIPALITY:		UPPER UWCHLAN TOWNSHIP	
ESCROW AGENT:			
TYPE OF SECURITY:			
AGREEMENT DATE:			
		<p>104 WEST MAIN STREET SUITE 300 TRAPPE, PA. 19426</p>	
		<p>AMOUNT OF CURRENT CONST. RELEASE: \$ -</p> <p>AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -</p> <p>AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -</p> <p>AMOUNT OF CURRENT TOTAL RELEASE: \$ -</p> <p>TOTAL OF CONST. RELEASES TO DATE: \$ -</p> <p>CONSTRUCTION ESCROW REMAINING: \$ 587,215.30</p>	
		<p>TOWNSHIP SECURITY REMAINING: \$ 58,721.53</p> <p>CONSTRUCTION INSPECTION REMAINING: \$ 35,232.92</p> <p>TOTAL ESCROW REMAINING: \$ 681,169.75</p> <p>0%</p>	

ESCROW TABULATION	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
CONSTRUCTION ITEMS							

CONSTRUCTION ITEMS														
F. PAVING & CURBING														
1. FINE GRADE	SY	2,980	\$1.06	\$	3,158.80					\$	2,980	\$	3,158.80	0%
2. 5" 2A MODIFIED	SY	2,980	\$4.90	\$	14,602.00					\$	2,980	\$	14,602.00	0%
3. 5" 25MM BASE	SY	2,980	\$18.40	\$	54,832.00					\$	2,980	\$	54,832.00	0%
4. 3" 19MM BINDER	SY	2,980	\$12.25	\$	36,505.00					\$	2,980	\$	36,505.00	0%
5. CLEAN & TACK	SY	2,980	\$0.50	\$	1,490.00					\$	2,980	\$	1,490.00	0%
6. 1.5" 9.5MM WEARING	SY	2,980	\$6.90	\$	19,668.00					\$	2,980	\$	19,668.00	0%
7. BELGIAN BLOCK	LF	175	\$16.40	\$	2,870.00					\$	175	\$	2,870.00	0%
8. WALKING TRAIL	SY	375	\$40.00	\$	15,000.00					\$	375	\$	15,000.00	0%
9. CONCRETE SIDEWALK	SF	2,500	\$4.00	\$	10,000.00					\$	2,500	\$	10,000.00	0%
10. CONCRETE CURB	LF	1,555	\$14.00	\$	21,770.00					\$	1,555	\$	21,770.00	0%
				\$	179,895.80					\$		\$	179,895.80	0%
TOTAL ITEM F														

SUBTOTAL ITEM F									
G. SURVEYING									
1. CONSTRUCTION STAKING	LS	1	\$40,000.00	\$	40,000.00				0%
2. MONUMENTATION	LS	1	\$10,000.00	\$	10,000.00				0%
3. AS-BUILTS	LS	1	\$15,000.00	\$	15,000.00				0%
				\$	65,000.00				0%

[illegible]

SUBTOTAL ITEM H					
I. MISCELLANEOUS					
1. STREET LIGHTS	EA	4	\$ 3,500.00	\$ 14,000.00	
2. ADA RAMP W/TRUNCATED DOMES	EA	6	\$ 1,000.00	\$ 6,000.00	
3. SIGNS	EA	30	\$ 200.00	\$ 6,000.00	
4. PAVEMENT MARKINGS	LS	1	\$ 1,000.00	\$ 1,000.00	
SUBTOTAL ITEM I.			\$	27,000.00	\$

ESCROW STATUS REPORT

PROJECT NAME: THE VILLAGE AT BYERS STATION LOT #2 - COMMERCIAL		GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA. 19426	
PROJECT NUMBER:		AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%):	\$ -
ESCROW AGENT:		AMOUNT OF CURRENT TOTAL RELEASE:	\$ -
TYPE OF SECURITY:		TOTAL OF CONST. RELEASES TO DATE:	\$ 587,215.30
AGREEMENT DATE:		CONSTRUCTION ESCROW REMAINING:	\$ 58,721.53
		TOWNSHIP SECURITY REMAINING:	\$ 35,232.92
		CONSTRUCTION INSPECTION REMAINING:	\$ 681,169.75
		TOTAL ESCROW REMAINING:	\$ 0%

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 587,215.30
 TOWNSHIP SECURITY (10%) = \$ 58,721.53
 CONSTRUCTION INSPECTION \$ 56,156.53
 GRAND TOTAL ESCROWED = \$ 702,093.36

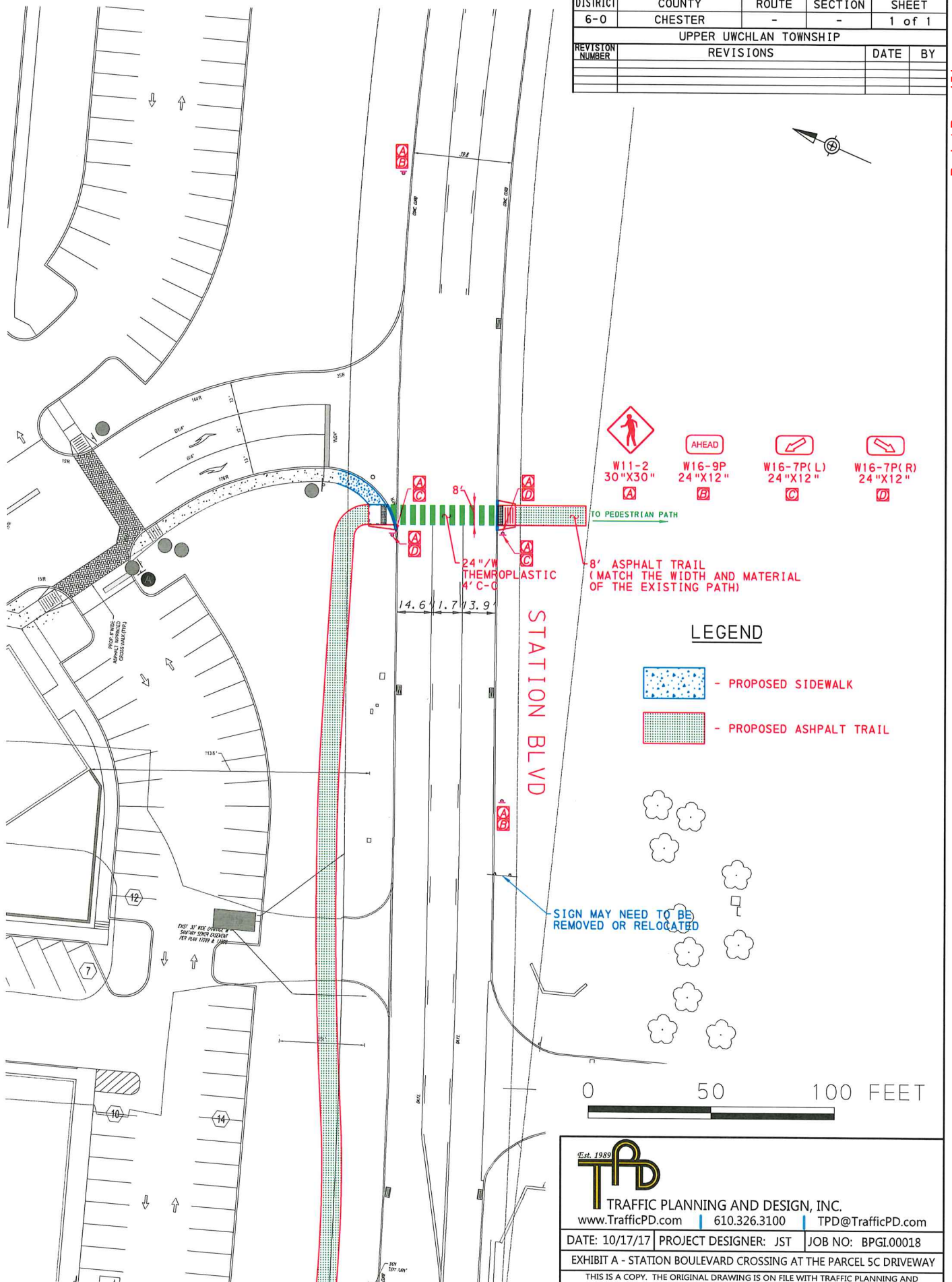
RELEASE NO: 0
 REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS		UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
TOTAL IMPROVEMENTS - ITEMS A-N				\$	587,215.30		\$	-	\$	587,215.30		0%
J. TOWNSHIP SECURITY (10%)				\$	58,721.53		\$	-	\$	58,721.53		0%
K. CONSTRUCTION INSPECTION				\$	56,156.53		\$	-	\$	35,232.92		0%
NET CONSTRUCTION RELEASE					\$	702,093.36		\$	-	\$	581,169.75	0%
SURETY AMOUNT					\$	702,093.36		\$	-	\$	681,169.75	0%

SUBMITTED: _____ BYERS COMMERCIAL, L.P. DATE _____
 RECOMMENDED FOR RELEASE: _____ GILMORE AND ASSOCIATES, INC. DATE _____
 APPROVED: _____ UPPER UWCHLAN TOWNSHIP DATE _____

EXHIBIT "C"
STATION BOULEVARD CROSSING

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	-	-	1 of 1
UPPER UWCHLAN TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



p:\p10-PW-15.tpd, trafficpd.com\TrafficPlanning\Documents\Engineering\BPGI\00018 - Byers Station\CAD\Concept\2017-10-10 Ped Crossing - ALT 1 (revised).dgn
10/17/2017 10:49:03 AM 11:49:999

Est. 1989

TPD

TRAFFIC PLANNING AND DESIGN, INC.

www.TrafficPD.com | 610.326.3100 | TPD@TrafficPD.com

DATE: 10/17/17 | PROJECT DESIGNER: JST | JOB NO: BPGI.00018

EXHIBIT A - STATION BOULEVARD CROSSING AT THE PARCEL 5C DRIVEWAY

THIS IS A COPY. THE ORIGINAL DRAWING IS ON FILE WITH TRAFFIC PLANNING AND DESIGN, INC. ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND INCLUDING THE LAST REVISIONS.

DRN BY: JMS



THIS IS A COPY. THE ORIGINAL DRAWING IS ON FILE WITH TRAFFIC PLANNING AND DESIGN, INC. ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND INCLUDING THE LAST REVISIONS.

FINANCIAL SECURITY AGREEMENT

**THE VILLAGE AT BYERS STATION –
PARCEL 5C RESIDENTIAL
SITE IMPROVEMENTS**

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 20__ by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL PA II, L.P.**, a Pennsylvania limited partnership with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 (“Developer”).

BACKGROUND:

A. Developer proposes to subdivide a 27.792± acre property, known as “Parcel 5C” of the Byers Station Planned Residential Development, situate on the east side of Pottstown Pike and the south side of Darrell Drive, Upper Uwchlan Township, Chester County, Pennsylvania, known as Chester County UPI No. 32-4-497, into two lots and to develop the lot designated as “Lot 1” on the Plans with one hundred twenty-one (121) townhouse dwelling units as part of a planned residential development known as “Byers Station” (“Subdivision/Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final planned residential development plan approval of the Subdivision/Development on May 15, 2017. Developer received final approval of the planned residential development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

1. Definitions; Interpretation.

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

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

(2) "Tract" shall mean all that certain 16.353± acre tract of designated as "Lot 1" on the Plans which is situate at the intersection of Darrell Drive and Pottstown Pike in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final planned residential development plan set entitled "Subdivision and Amended Final PRD Plans - Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering, dated May 20, 2016, last revised December 6, 2017, consisting of sixty (60) sheets, as more particularly described in the Development Agreement.

(4) "Subject Development" shall mean the proposed land development of the Tract as one hundred twenty-one (121) townhouse dwelling units together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the Subject Development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the Improvements that are to be located on the Tract and the Improvements shown on the lot designated as "Lot 2" on the Plans that are included in the Secured Improvements attached hereto as Exhibit "A", all as depicted on the Plans, but excluding the sanitary sewer improvements, which are subject to separate Development and Financial Security Agreements between Developer and the Township.

(6) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached here to as Exhibit "A".

(7) "Completion Date" shall mean the date specified in Section 2.D of the Development Agreement on or before which the Improvements shall be completed.

(8) "Financial Security" shall mean the Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(9) "Surety" shall mean the lending institution chosen by Developer and approved by the Township, which posts the Financial Security with the Township. The Surety must be authorized to conduct business in the Commonwealth.

(10) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(11) "Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of the Subject Development which is dated on or about the date hereof.

B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement which also appear in the MPC shall have the meanings and shall be interpreted herein as under the MPC.

2. **Financial Security.**

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Financial Security in accordance with the one of the following which is checked:

☐ A restrictive loan account or cash escrow account (either such account being hereinafter described as an "Escrow Account") with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement;

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor;

☒ An unconditional surety bond, issued by Surety to Developer, in form and content satisfactory to the Township Solicitor.

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

C. The initial amount of the Financial Security shall be Two Million Seven Hundred Fifty-Six Thousand Forty-One and 18/100 Dollars (\$2,756,041.18) which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees needed to reimburse the Township for the Township Engineer's inspection or and report on the Improvements and any reasonable and necessary legal fees and expenses incurred by the Township for the Township Solicitor's fees in enforcing this Agreement.

D. A notation shall appear on the records of the Surety providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. **Adjustments to Financial Security.**

A. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as

permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement, Developer shall post additional Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Secured Improvements, or any part thereof, are not completed and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may have been previously extended.

B. Notice of any such additional Financial Security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Financial Security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Agreement.

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Surety of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Surety of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which the Township in its sole discretion deems necessary to cure any such default as well as to pay for any

professional services related to such cure. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Surety upon such default, without further inquiry being made, to make said payment directly and immediately to the Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) The Township may declare a forfeiture of the Financial Security prior to the performance of any work by or for the Township in order to complete the Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by the Township.

(4) Developer hereby remises, releases and forever discharges Surety from any and all liability with respect to honoring any such draws by the Township unless finally adjudicated to have been caused by the gross negligence or willful misconduct of the Surety.

(5) In the event of a dispute between Developer and the Township, Developer nevertheless agrees that the provisions of Subsection (1) above shall continue to apply, and that the provisions of Subsection (1) shall not be satisfied by the Surety's payment into court of the amount demanded by the Township but shall be satisfied only by the Surety's payment of the demanded amount directly and immediately to the Township.

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to the Township in the event of default, the Township shall give thirty (30) days advance notice of default to Developer and Surety and Developer and Surety shall have the right to cure such default within the said thirty (30) day

period, provided, however, it is acknowledged by the Township and Developer that the Surety has no obligation to cure any event of default under this Agreement.

6. Costs, Expenses and Fees.

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

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

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

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

B. At and upon the aforesaid Township-authorized release of the balance of the Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Surety shall have any further liability under this Agreement.

8. Validity and Enforceability of Financial Security.

A. The Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide verification and proof to the Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Surety, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Surety demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Financial Institution Non-Responsibility.

A. Developer agrees that Surety shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

B. Developer and the Township further agree that Surety shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Surety is to take or not take with respect to the Financial Security.

C. Developer and Financial Institution further agree that the obligations of the Surety under this Agreement, and under and with respect the Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Surety assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Surety under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. Interest.

If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. Insolvency of Developer.

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. Payments, Reductions or Releases of Financial Security.

It is expressly and specifically understood, covenanted and agreed by Developer and Surety that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render Developer liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Surety's obligations under this Section shall render the Surety liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Surety for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

14. **Notices.**

Except as may be otherwise specifically provided in this Financial Security Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, 3 business days after the date of deposit in the United States mails.

15. **Miscellaneous.**

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township. Any such assignment or delegation, without such consent, shall be void.

C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township at law or in equity.

D. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

E. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

Attest:

Gwen Jonik, Secretary

By: _____
Kevin C. Kerr, Chairman

DEVELOPER

TOLL PA II, L.P., a Pennsylvania
limited liability company

By: TOLL PA GP CORP., a Pennsylvania
corporation, its general partner

Attest:

By: _____
Name: Christopher Kopytsky
Title: Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin C. Kerr, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 14th day of November, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher Kapitsky, who acknowledged himself/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen M Reinhardt
Notary Public

My Commission Expires: 7/9/21

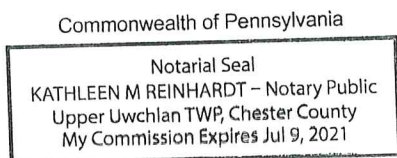


EXHIBIT “A”

List of Secured Improvements

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL

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

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ 172,309.03
TOWNSHIP SECURITY REMAINING: \$ 103,385.42
CONSTRUCTION INSPECTION REMAINING: \$ 1,986,784.71
TOTAL ESCROW REMAINING: \$ 0%

ESCROW TABULATION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

CONSTRUCTION ITEMS

A. CLEARING & GRUBBING											
1. CLEARING AND GRUBBING	LS	1	\$ 11,850.00	\$ 11,850.00		\$ -		\$ -	1	\$ 11,850.00	0%
SUBTOTAL ITEM A				\$ 11,850.00		\$ -		\$ -		\$ 11,850.00	0%
B. E&S CONTROL											
1. CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
2. 12" SILT SOCK	LF	1,185	\$ 4,088.25	\$ 4,088.25		\$ -		\$ -	1,185	\$ 4,088.25	0%
3. 24" SILT SOCK	LF	64	\$ 16.20	\$ 1,036.80		\$ -		\$ -	64	\$ 1,036.80	0%
4. EROSION CONTROL MATTING	SF	32,000	\$ 0.25	\$ 8,000.00		\$ -		\$ -	32,000	\$ 8,000.00	0%
5. INLET PROTECTION	EA	9	\$ 115.00	\$ 1,035.00		\$ -		\$ -	9	\$ 1,035.00	0%
6. STOCKPILE - 18" SILT FENCE	LF	500	\$ 1.50	\$ 750.00		\$ -		\$ -	500	\$ 750.00	0%
7. TEMP SEED & MULCH	SF	473,228	\$ 0.04	\$ 18,929.12		\$ -		\$ -	473,228	\$ 18,929.12	0%
SUBTOTAL ITEM B				\$ 36,839.17		\$ -		\$ -		\$ 36,839.17	0%
C. STORMWATER/E&S BASINS											
SEDIMENT FOREBAY #1											
1. EARTHWORK	LS	1	\$ 18,000.00	\$ 18,000.00		\$ -		\$ -	1	\$ 18,000.00	0%
2. EROSION CONTROL MATTING - SLOPES	SF	22,500	\$ 0.25	\$ 5,625.00		\$ -		\$ -	22,500	\$ 5,625.00	0%
3. EMERGENCY SPILLWAY MATTING	SF	2,627	\$ 0.50	\$ 1,313.50		\$ -		\$ -	2,627	\$ 1,313.50	0%
4. OUTLET STRUCTURE	EA	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
5. 18" HDPE	LF	124	\$ 32.00	\$ 3,968.00		\$ -		\$ -	124	\$ 3,968.00	0%
6. STORM MANHOLE	EA	1	\$ 2,800.00	\$ 2,800.00		\$ -		\$ -	1	\$ 2,800.00	0%
7. ENDWALL	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
8. RIP-RAP APRON	EA	1	\$ 500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
SEDIMENT BASIN #2											
1. EARTHWORK	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -	1	\$ 12,000.00	0%
2. EROSION CONTROL MATTING - SLOPES	SF	24,600	\$ 0.25	\$ 6,150.00		\$ -		\$ -	24,600	\$ 6,150.00	0%
3. EMERGENCY SPILLWAY MATTING	SF	4,792	\$ 0.50	\$ 2,396.00		\$ -		\$ -	4,792	\$ 2,396.00	0%
4. OUTLET STRUCTURE	EA	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
5. SKIMMER	EA	1	\$ 1,750.00	\$ 1,750.00		\$ -		\$ -	1	\$ 1,750.00	0%
6. 18" RCP	LF	45	\$ 38.00	\$ 1,710.00		\$ -		\$ -	45	\$ 1,710.00	0%
7. ANTI-SLEEP COLLARS	EA	2	\$ 750.00	\$ 1,500.00		\$ -		\$ -	2	\$ 1,500.00	0%
8. ENDWALL	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	0%
9. RIP-RAP APRON	EA	1	\$ 500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
10. SSP BAFFLE	LF	467	\$ 17.00	\$ 7,939.00		\$ -		\$ -	467	\$ 7,939.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL

PROJECT NUMBER:

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

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ 172,309.03
TOWNSHIP SECURITY REMAINING: \$ 103,385.42
CONSTRUCTION INSPECTION REMAINING: \$ 1,998,784.71
TOTAL ESCROW REMAINING: \$ 0%

ESCROW TABULATION	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
						QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
SEDIMENT TRAP #3	1. EARTHWORK	LS	1	\$9,000.00	\$ 9,000.00		\$ -		\$ -	1	\$ 9,000.00	0%
	2. EROSION CONTROL MATTING - SLOPES	SF	9,400	\$0.25	\$ 2,350.00		\$ -		\$ -	9,400	\$ 2,350.00	0%
	3. EMERGENCY SPILLWAY MATTING	SF	738	\$0.50	\$ 369.00		\$ -		\$ -	738	\$ 369.00	0%
	4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
	5. 18" HDPE	LF	48	\$32.00	\$ 1,536.00		\$ -		\$ -	48	\$ 1,536.00	0%
	6. FLARED END SECTION	EA	1	\$500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
	7. RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -		\$ -	1	\$ 500.00	0%
SEDIMENT TRAP #4	1. EARTHWORK	LS	1	\$14,000.00	\$ 14,000.00		\$ -		\$ -	1	\$ 14,000.00	0%
	2. EROSION CONTROL MATTING - SLOPES	SF	10,300	\$0.25	\$ 2,575.00		\$ -		\$ -	10,300	\$ 2,575.00	0%
	3. EMERGENCY SPILLWAY MATTING	SF	721	\$0.50	\$ 360.50		\$ -		\$ -	721	\$ 360.50	0%
	4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
	5. 18" HDPE	LF	47	\$32.00	\$ 1,504.00		\$ -		\$ -	47	\$ 1,504.00	0%
SEDIMENT TRAP #5	1. EARTHWORK	LS	1	\$7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	0%
	2. EROSION CONTROL MATTING - SLOPES	SF	8,300	\$0.25	\$ 2,075.00		\$ -		\$ -	8,300	\$ 2,075.00	0%
	3. EMERGENCY SPILLWAY MATTING	SF	425	\$0.50	\$ 212.50		\$ -		\$ -	425	\$ 212.50	0%
	4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
	5. 18" HDPE	LF	36	\$32.00	\$ 1,152.00		\$ -		\$ -	36	\$ 1,152.00	0%
	6. SSF BAFFLE	LF	88	\$17.00	\$ 1,496.00		\$ -		\$ -	88	\$ 1,496.00	0%
SEDIMENT TRAP #6	1. EARTHWORK	LS	1	\$3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	0%
	2. EROSION CONTROL MATTING - SLOPES	SF	9,400	\$0.25	\$ 2,350.00		\$ -		\$ -	9,400	\$ 2,350.00	0%
	3. EMERGENCY SPILLWAY MATTING	SF	1,024	\$0.50	\$ 512.00		\$ -		\$ -	1,024	\$ 512.00	0%
	4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	0%
	5. 18" HDPE	LF	40	\$32.00	\$ 1,280.00		\$ -		\$ -	40	\$ 1,280.00	0%
	6. SSF BAFFLE	LF	76	\$17.00	\$ 1,292.00		\$ -		\$ -	76	\$ 1,292.00	0%
	7. TIE INTO EXISTING INLET	LS	1	\$650.00	\$ 650.00		\$ -		\$ -	1	\$ 650.00	0%
SUBTOTAL ITEM C					\$ 143,365.50		\$ -		\$ -		\$ 143,365.50	0%
D. EARTHWORK	1. STRIP TOPSOIL	CY	8,000	\$ 2.50	\$ 20,000.00		\$ -		\$ -	8,000	\$ 20,000.00	0%
	2. CUT/FILL	CY	32,000	\$ 2.50	\$ 80,000.00		\$ -		\$ -	32,000	\$ 80,000.00	0%
	3. RETURN TOPSOIL	CY	4,500	\$ 3.40	\$ 15,300.00		\$ -		\$ -	4,500	\$ 15,300.00	0%
	SUBTOTAL ITEM D				\$ 115,300.00		\$ -		\$ -		\$ 115,300.00	0%

ESCROW STATUS REPORT

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

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL
PROJECT NUMBER: 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (10%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -

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

TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ -
TOWNSHIP SECURITY REMAINING: \$ 172,309.03
CONSTRUCTION INSPECTION REMAINING: \$ 103,385.42
TOTAL ESCROW REMAINING: \$ 1,998,784.71
0%

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

ESCROW TABULATION													
CONSTRUCTION ITEMS		UNITS		QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
							QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
E. STORM SEWER													
	1. 15" HDPE	LF	1442		\$31.00	\$ 44,702.00		-		\$	1,442	\$ 44,702.00	0%
	2. 18" HDPE	LF	638		\$33.00	\$ 21,054.00		-		\$	638	\$ 21,054.00	0%
	3. 24" HDPE	LF	934		\$40.00	\$ 37,360.00		-		\$	934	\$ 37,360.00	0%
	4. 30" HDPE	LF	83		\$55.00	\$ 4,565.00		-		\$	83	\$ 4,565.00	0%
	5. 18" RCP	LF	254		\$40.00	\$ 10,160.00		-		\$	254	\$ 10,160.00	0%
	6. STD TYPE C INLET	EA	30		\$2,200.00	\$ 66,000.00		-		\$	30	\$ 66,000.00	0%
	7. MODIFIED TYPE C INLET	EA	13		\$3,000.00	\$ 39,000.00		-		\$	13	\$ 39,000.00	0%
	8. STD TYPE M INLET	EA	5		\$2,200.00	\$ 11,000.00		-		\$	5	\$ 11,000.00	0%
	9. MODIFIED TYPE M INLET	EA	1		\$3,200.00	\$ 3,200.00		-		\$	1	\$ 3,200.00	0%
	10. STORM MANHOLE	EA	5		\$2,500.00	\$ 12,500.00		-		\$	5	\$ 12,500.00	0%
	11. ENDWALLS	EA	3		\$1,250.00	\$ 3,750.00		-		\$	3	\$ 3,750.00	0%
	12. TIE INTO EXISTING	EA	3		\$500.00	\$ 1,500.00		-		\$	3	\$ 1,500.00	0%
	13. STONE BACKFILL (DARRELL DRIVE)	TN	90		\$13.00	\$ 1,170.00		-		\$	90	\$ 1,170.00	0%
	14. PAVING RESTORATION	SY	198		\$75.00	\$ 14,850.00		-		\$	198	\$ 14,850.00	0%
	15. TRAFFIC CONTROL	LS	1		\$2,500.00	\$ 2,500.00		-		\$	1	\$ 2,500.00	0%
SUBTOTAL ITEM E					\$	\$ 273,311.00		-		\$		\$ 273,311.00	0%

F. PAVING & CURBING												
	1. FINE GRADE	SY	11,040	\$1.06	\$ 11,702.40		-		-	11,040	\$ 11,702.40	0%
	2. 5" 2A MODIFIED	SY	11,040	\$4.90	\$ 54,096.00		-		-	11,040	\$ 54,096.00	0%
	3. 5" 25MM BASE	SY	11,040	\$18.40	\$ 203,136.00		-		-	11,040	\$ 203,136.00	0%
	4. 3" 19MM BINDER	SY	11,040	\$12.25	\$ 135,240.00		-		-	11,040	\$ 135,240.00	0%
	5. CLEAN & TACK	SY	11,040	\$0.50	\$ 5,520.00		-		-	11,040	\$ 5,520.00	0%
	6. 1.5" 9.5MM WEARING	SY	11,040	\$6.60	\$ 72,864.00		-		-	11,040	\$ 72,864.00	0%
	7. BELGIAN BLOCK	LF	6,283	\$16.40	\$ 103,041.20		-		-	345	\$ 13,800.00	0%
	8. WALKING TRAIL	SY	345	\$40.00	\$ 13,800.00		-		-	7,250	\$ 29,000.00	0%
	9. CONCRETE SIDEWALK	SF	7,250	\$4.00	\$ 29,000.00		-		-	500	\$ 7,000.00	0%
	10. CONCRETE CURB	LF	500	\$14.00	\$ 7,000.00		-		-		\$ 635,399.60	0%
	SUBTOTAL ITEM F			\$	\$ 635,399.60		-		-		\$ 635,399.60	0%

G. GRAPHITE MINE ROAD												
	1. SAW CUT	LF	670	\$1.75	\$ 1,172.50		-		-	670	\$ 1,172.50	0%
	2. DEMOLITION	LS	1	\$3,000.00	\$ 3,000.00		-		-	1	\$ 3,000.00	0%
	3. BOXOUT	CY	280	\$15.00	\$ 4,200.00		-		-	280	\$ 4,200.00	0%
	4. MOUNTABLE CURB	LF	70	\$40.00	\$ 2,800.00		-		-	70	\$ 2,800.00	0%
	5. FINE GRADE	SY	650	\$1.50	\$ 975.00		-		-	650	\$ 975.00	0%
	6. 5" 2A MODIFIED	SY	650	\$6.50	\$ 4,225.00		-		-	650	\$ 4,225.00	0%
	7. 5" 25MM BASE	SY	650	\$23.00	\$ 14,950.00		-		-	650	\$ 14,950.00	0%
	8. 3" 19MM BINDER	SY	650	\$17.00	\$ 11,050.00		-		-	650	\$ 11,050.00	0%
	9. CLEAN & TACK	SY	650	\$0.65	\$ 422.50		-		-	725	\$ 6,525.00	0%
	10. 1.5" 9.5MM WEARING	SY	725	\$9.00	\$ 6,525.00		-		-	1	\$ 7,500.00	0%
	11. STRIPING	LS	1	\$2,000.00	\$ 2,000.00		-		-		\$ 58,820.00	0%
	12. TRAFFIC CONTROL	LS	1	\$7,500.00	\$ 7,500.00		-		-		\$ 58,820.00	0%
	SUBTOTAL ITEM G			\$	\$ 58,820.00		-		-		\$ 58,820.00	0%

ESCROW STATUS REPORT									
GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426									
PROJECT NAME:	THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL			SUMMARY OF ESCROW ACCOUNT			AMOUNT OF CURRENT CONST. RELEASE: \$ -		
PROJECT NUMBER:				TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27			AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -		
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.			TOWNSHIP SECURITY (10%) = \$ 172,309.03			AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -		
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP			CONSTRUCTION INSPECTION \$ 158,548.53			AMOUNT OF CURRENT TOTAL RELEASE: \$ -		
ESCROW AGENT:				GRAND TOTAL ESCROWED = \$ 2,053,947.82			TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27		
TYPE OF SECURITY:				RELEASE NO.: 0			CONSTRUCTION ESCROW REMAINING: \$		
AGREEMENT DATE:				REQUEST DATE: August 8, 2017			TOWNSHIP SECURITY REMAINING: \$ 172,309.03		
							CONSTRUCTION INSPECTION REMAINING: \$ 103,385.42		
							TOTAL ESCROW REMAINING: \$ 1,998,784.71		
							0%		
ESCROW TABULATION									
CONSTRUCTION ITEMS				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)	
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT
H. SURVEYING									
1. CONSTRUCTION STAKING	LS	1	\$ 40,000.00		\$ -		\$ -	1	\$ 40,000.00
2. MONUMENTATION	LS	1	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00
3. AS-BUILTS	LS	1	\$ 15,000.00		\$ -		\$ -	1	\$ 15,000.00
SUBTOTAL ITEM H			\$ 65,000.00		\$ -		\$ -		\$ 65,000.00
I. LANDSCAPING									
1. SHADE TREES	EA	179	\$ 350.00		\$ 62,650.00		\$ -	179	\$ 62,650.00
2. ORNAMENTAL TREES	EA	42	\$ 225.00		\$ 9,450.00		\$ -	42	\$ 9,450.00
3. EVERGREEN TREES	EA	162	\$ 200.00		\$ 32,400.00		\$ -	162	\$ 32,400.00
4. EVERGREEN SHRUBS	EA	356	\$ 45.00		\$ 16,020.00		\$ -	356	\$ 16,020.00
5. DECIDUOUS SHRUBS	EA	361	\$ 45.00		\$ 16,245.00		\$ -	361	\$ 16,245.00
6. ORNAMENTAL GRASSES	EA	56	\$ 15.00		\$ 840.00		\$ -	56	\$ 840.00
SUBTOTAL ITEM I			\$ 137,605.00		\$ -		\$ -		\$ 137,605.00
J. MISCELLANEOUS									
1. STREET LIGHTS	EA	22	\$ 3,500.00		\$ 77,000.00		\$ -	22	\$ 77,000.00
2. ADA RAMP W/TRUNCATED DOMES	EA	16	\$ 1,000.00		\$ 16,000.00		\$ -	16	\$ 16,000.00
3. SIGNS	EA	30	\$ 200.00		\$ 6,000.00		\$ -	30	\$ 6,000.00
4. PAVEMENT MARKINGS	LS	1	\$ 7,500.00		\$ 7,500.00		\$ -	1	\$ 7,500.00
5. TOT LOT	LS	1	\$ 80,000.00		\$ 80,000.00		\$ -	1	\$ 80,000.00
6. BASIN FENCING	Lif	3,940	\$ 15.00		\$ 59,100.00		\$ -	3,940	\$ 59,100.00
SUBTOTAL ITEM J			\$ 245,600.00		\$ -		\$ -		\$ 245,600.00
TOTAL IMPROVEMENTS - ITEMS A-N									
K. TOWNSHIP SECURITY (10%)			\$ 1,723,090.27		\$ -		\$ -		\$ 1,723,090.27
L. CONSTRUCTION INSPECTION			\$ 172,309.03		\$ -		\$ -		\$ 172,309.03
			\$ 158,548.53		\$ -		\$ -		\$ 103,385.42
NET CONSTRUCTION RELEASE									
			\$ 2,053,947.82		\$ -		\$ -		\$ 1,998,784.71
SURETY AMOUNT									
			\$ 2,053,947.82		\$ -		\$ -		\$ 1,998,784.71
0%									

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #1 - RESIDENTIAL
PROJECT NUMBER:
PROJECT SPONSOR: BYERS COMMERCIAL, L.P.
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP
ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27
TOWNSHIP SECURITY (10%) = \$ 172,309.03
CONSTRUCTION INSPECTION \$ 158,548.53
GRAND TOTAL ESCROWED = \$ 2,053,947.82

RELEASE NO.: 0
REQUEST DATE: August 8, 2017

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 1,723,090.27
CONSTRUCTION ESCROW REMAINING: \$ 172,309.03
TOWNSHIP SECURITY REMAINING: \$ 103,385.42
CONSTRUCTION INSPECTION REMAINING: \$ 1,998,784.71
TOTAL ESCROW REMAINING: \$ 0%

ESCROW TABULATION	CURRENT		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT

APPROVED: _____
UPPER UWCHLAN TOWNSHIP

DATE

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #2 - COMMERCIAL

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

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 587,215.30
TOWNSHIP SECURITY (10%) = \$ 58,721.53
CONSTRUCTION INSPECTION \$ 56,166.53
GRAND TOTAL ESCROWED = \$ 702,093.36

RELEASE NO.:
REQUEST DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 587,215.30
CONSTRUCTION ESCROW REMAINING: \$ 58,721.53
TOWNSHIP SECURITY REMAINING: \$ 35,232.92
CONSTRUCTION INSPECTION REMAINING: \$ 681,169.75
TOTAL ESCROW REMAINING: \$ 0%

ESCROW TABULATION	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
						QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	

A. CLEARING & GRUBBING

1. CLEARING AND GRUBBING	LS	1	\$ 3,500.00	\$	3,500.00		\$		\$	1	3,500.00	0%
SUBTOTAL ITEM A				\$	3,500.00		\$		\$		3,500.00	0%

B. E&S CONTROL

1. CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$	3,000.00		\$		\$	1	3,000.00	0%
2. 12" SILT SOCK	LF	1,070	\$ 3.45	\$	3,691.50		\$		\$	1,070	3,691.50	0%
3. 18" SILT SOCK	LF	860	\$ 5.50	\$	4,730.00		\$		\$	860	4,730.00	0%
4. 24" SILT SOCK	LF	60	\$ 16.20	\$	972.00		\$		\$	60	972.00	0%
5. EROSION CONTROL MATTING	SF	25,000	\$ 0.25	\$	6,250.00		\$		\$	25,000	6,250.00	0%
6. INLET PROTECTION	EA	9	\$ 115.00	\$	1,035.00		\$		\$	9	1,035.00	0%
7. STOCKPILE - 18" SILT FENCE	LF	500	\$ 1.50	\$	750.00		\$		\$	500	750.00	0%
8. TEMP SEED & MULCH	SF	450,000	\$ 0.04	\$	18,000.00		\$		\$	450,000	18,000.00	0%
SUBTOTAL ITEM B				\$	38,428.50		\$		\$		38,428.50	0%

C. EARTHWORK

1. STRIP TOPSOIL	CY	4,500	\$ 2.50	\$	11,250.00		\$		\$	4,500	11,250.00	0%
2. CUT/FILL	CY	22,500	\$ 2.50	\$	56,250.00		\$		\$	22,500	56,250.00	0%
3. RETURN TOPSOIL	CY	6,000	\$ 3.40	\$	20,400.00		\$		\$	6,000	20,400.00	0%
SUBTOTAL ITEM C				\$	87,900.00		\$		\$		87,900.00	0%

D. STORM SEWER

1. 15" HDPE	LF	630	\$31.00	\$	19,530.00		\$		\$	630	19,530.00	0%
2. 18" HDPE	LF	407	\$33.00	\$	13,431.00		\$		\$	407	13,431.00	0%
3. 24" HDPE	LF	448	\$40.00	\$	17,920.00		\$		\$	448	17,920.00	0%
4. 30" HDPE	LF	722	\$55.00	\$	39,710.00		\$		\$	722	39,710.00	0%
5. STD TYPE C INLET	EA	10	\$2,200.00	\$	22,000.00		\$		\$	10	22,000.00	0%
6. MODIFIED TYPE C INLET	EA	2	\$3,000.00	\$	6,000.00		\$		\$	2	6,000.00	0%
7. STD TYPE M INLET	EA	5	\$2,200.00	\$	11,000.00		\$		\$	5	11,000.00	0%
8. STORM MANHOLE	EA	10	\$2,500.00	\$	25,000.00		\$		\$	10	25,000.00	0%
9. ENDWALLS	EA	3	\$1,250.00	\$	3,750.00		\$		\$	3	3,750.00	0%
10. RIP-RAP APRONS	EA	3	\$500.00	\$	1,500.00		\$		\$	3	1,500.00	0%
SUBTOTAL ITEM D				\$	159,841.00		\$		\$		159,841.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #2 - COMMERCIAL

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

ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 587,215.30
TOWNSHIP SECURITY (10%) = \$ 58,721.53
CONSTRUCTION INSPECTION \$ 56,156.53
GRAND TOTAL ESCROWED = \$ 702,093.36

RELEASE NO.: 0
REQUEST DATE:

AMOUNT OF CURRENT CONST. RELEASE: \$ -
AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -
AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ -
AMOUNT OF CURRENT TOTAL RELEASE: \$ -
TOTAL OF CONST. RELEASES TO DATE: \$ 587,215.30
CONSTRUCTION ESCROW REMAINING: \$ -
TOWNSHIP SECURITY REMAINING: \$ 58,721.53
CONSTRUCTION INSPECTION REMAINING: \$ 35,232.92
TOTAL ESCROW REMAINING: \$ 681,169.75
0%

ESCROW TABULATION		CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
CONSTRUCTION ITEMS								
F. PAVING & CURBING								
1. FINE GRADE	SY	2,980	\$ 3,158.80					
2. 5" 2A MODIFIED	SY	2,980	\$ 14,602.00					
3. 5" 25MM BASE	SY	2,980	\$ 54,832.00					
4. 3" 19MM BINDER	SY	2,980	\$ 12.25					
5. CLEAN & TACK	SY	2,980	\$ 0.50					
6. 1.5" 9.5MM WEARING	SY	2,980	\$ 6.60					
7. BELGIAN BLOCK	LF	175	\$ 2,870.00					
8. WALKING TRAIL	SY	375	\$ 15,000.00					
9. CONCRETE SIDEWALK	SF	2,500	\$ 10,000.00					
10. CONCRETE CURB	LF	1,555	\$ 21,770.00					
SUBTOTAL ITEM F			\$ 179,895.80				\$ 179,895.80	0%
G. SURVEYING								
1. CONSTRUCTION STAKING	LS	1	\$ 40,000.00					
2. MONUMENTATION	LS	1	\$ 10,000.00					
3. AS-BUILTS	LS	1	\$ 15,000.00					
SUBTOTAL ITEM G			\$ 65,000.00				\$ 65,000.00	0%
H. LANDSCAPING								
1. SHADE TREES	EA	72	\$ 350.00					
2. ORNAMENTAL TREES	EA	2	\$ 225.00					
SUBTOTAL ITEM H			\$ 25,650.00				\$ 25,650.00	0%
I. MISCELLANEOUS								
1. STREET LIGHTS	EA	4	\$ 3,500.00					
2. ADA RAMP W/TRUNCATED DOMES	EA	6	\$ 1,000.00					
3. SIGNS	EA	30	\$ 200.00					
4. PAVEMENT MARKINGS	LS	1	\$ 1,000.00					
SUBTOTAL ITEM I			\$ 27,000.00				\$ 27,000.00	0%

ESCROW STATUS REPORT

PROJECT NAME: THE VILLAGE AT BYERS STATION
LOT #2 - COMMERCIAL

PROJECT NUMBER: -

PROJECT SPONSOR: BYERS COMMERCIAL, L.P.

MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

ESCROW AGENT: -

TYPE OF SECURITY: -

AGREEMENT DATE: -

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

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$	587,215.30	AMOUNT OF CURRENT CONST. RELEASE: \$	-	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$	-
TOWNSHIP SECURITY (10%) = \$	58,721.53	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$	-	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$	-
CONSTRUCTION INSPECTION \$	56,156.53	AMOUNT OF CURRENT TOTAL RELEASE: \$	-	AMOUNT OF CURRENT TOTAL RELEASE: \$	-
GRAND TOTAL ESCROWED = \$	702,093.36	TOTAL OF CONST. RELEASES TO DATE: \$	-	TOTAL OF CONST. RELEASES TO DATE: \$	587,215.30
RELEASE NO.: 0		CONSTRUCTION ESCROW REMAINING: \$	-	CONSTRUCTION ESCROW REMAINING: \$	58,721.53
REQUEST DATE: -		TOWNSHIP SECURITY REMAINING: \$	-	TOWNSHIP SECURITY REMAINING: \$	35,232.92
		CONSTRUCTION INSPECTION REMAINING: \$	-	CONSTRUCTION INSPECTION REMAINING: \$	681,169.75
		TOTAL ESCROW REMAINING: \$	-	TOTAL ESCROW REMAINING: \$	0%

SUBMITTED: _____

BYERS COMMERCIAL, L.P.

DATE: _____

RECOMMENDED FOR RELEASE: _____

GILMORE AND ASSOCIATES, INC.

DATE: _____

APPROVED: _____

UPPER UWCHLAN TOWNSHIP

DATE: _____

EXHIBIT "B"

**CERTIFICATE OF COMPLETION AND
AUTHORIZATION OF REDUCTION AND RELEASE
NO. _____**

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and Toll PA II, L.P. ("Developer"), dated _____, 20____, concerning the construction, installation and completion of Improvements in the Village at Byers Station – Parcel 5C Residential Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE [Insert Name of Surety], pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of bond issues by Surety to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the bond.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Improvements described hereinbelow (or any other work performed and Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Improvements (as well as any other work and Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Financial Security authorized by this Certificate and Authorization have been determined as follows:

I. COST OF COMPLETED WORK AND Improvements	\$ _____
II. <i>less</i> AMOUNT OF RETAINAGE (10%)	\$ _____
III. AMOUNT OF REDUCTION AND RELEASE	\$ _____

_____	_____
Date	Township Engineer

_____	_____
Date	Chairperson, Board of Supervisors

_____	_____
Date	Manager

LAND DEVELOPMENT AGREEMENT

THE VILLAGE AT BYERS STATION – PARCEL 5C RESIDENTIAL SANITARY SEWER IMPROVEMENTS

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2017, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a first class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL PA II, L.P.**, a Pennsylvania limited partnership with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 (“Developer”).

BACKGROUND:

- A. Developer proposes to subdivide a 29.792± acre property, known as “Parcel 5C” of the Byers Station Planned Residential Development, situate on the east side of Pottstown Pike and the south side of Darrell Drive, Upper Uwchlan Township, Chester County, Pennsylvania, known as Chester County UPI No. 32-4-497, into two lots and to develop the lot designated as “Lot 1” on the Plans with one hundred twenty-one (121) townhouse dwelling units as part of a planned residential development known as “Byers Station” (“Subdivision/Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted Final Planned Residential Development Plan approval of the Subdivision/Development on May 15, 2017. Developer received final approval of the planned residential development plans for the Subdivision/Development, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.
- C. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. Definitions; Interpretation.

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
 - (1) “Tract” shall mean all that certain 16.353± acre tract designated as “Lot 1” on the Plans located at the intersection of Darrell Drive and Pottstown Pike, Upper Uwchlan Township, Chester County,

Pennsylvania, and which is more fully and further shown and described on the Plans.

- (2) "Plans" shall mean the planned residential development plan entitled "Subdivision and Amended Final PRD Plans - Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering, dated May 20, 2016, last revised December 6, 2017, consisting of sixty (60) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) "Subject Development" or "Project" shall mean the proposed development of the Tract as one hundred twenty-one (121) townhouse dwelling units, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Development, as the same are more fully depicted on the Plans, including without limitation Improvements shown on the lot designated as "Lot 2" on the Plans that are included in the Secured Improvements attached hereto as Exhibit "B".
- (4) "Improvements" shall mean all those sanitary sewers as the same are more fully shown, identified or otherwise described on and by the Plans for the Project. The other site improvements for the Project are subject to separate Development and Financial Security Agreements between Developer and the Township.
- (5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached hereto as Exhibit "B" and made a part hereof.
- (6) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Secured Improvements shall be completed.
- (7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security

substituted therefor) and the funds representative thereof and therein.

- (8) "Surety" shall mean the bonding company chosen by Developer and approved by the Township, which posts the Financial Security with the Township. The Surety must be authorized to conduct business in the Commonwealth of Pennsylvania.
- (9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (10) "Township Ordinances" shall mean the Upper Uwchlan Township Zoning Ordinance and Subdivision and Land Development Ordinance, as such Ordinances have been amended and now exist and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Development shall be subject to the provisions of Section 711(d) of the MPC.
- (11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
- (12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

- B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Township Ordinances or the MPC, shall have the meanings and shall be interpreted herein as under the Township Ordinances or the MPC.

2. Construction and Completion of Improvements.

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

and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
 - (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer have executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.
- D. The Secured Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Secured Improvements during and after construction thereof until such time as said Secured Improvements are transferred or assigned to an individual unit owner or the homeowners' association created for the Subject Development, provided however, that in the case of Secured Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or

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

- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, and provided that Developer is first given written notice by Township specifying the failure of repair or maintenance and an opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Township Ordinances, and/or the MPC, and/or otherwise at law or in equity) to:
 - (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Secured Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair and maintenance, or otherwise, with respect to the Secured Improvements subject of the default); and
 - (2) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the Township for and otherwise related to any such legal and/or equitable action or proceeding.
- G. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the cost of such inspection shall be paid by Developer.

- H. Developer agrees that it will obtain use and occupancy permits as required under the Township's Zoning Ordinance prior to permitting occupancy of any dwelling or any building within the Project.
- I. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

3. **Guaranty of Completion of Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to the Subject Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.
- C. The initial amount of the Financial Security shall be Three Hundred Fifty-One Thousand Two Hundred Thirty-Four and 30/100 Dollars (\$351,234.30), which is 110% of the total cost estimate of the Secured Improvements plus an 10% of the estimated cost of the Security Improvements for testing, televising and inspections as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

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

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

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

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

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

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

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

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

6. **Failure to Complete; Other Default.**

- A. In the event that any of the Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, and provided that Developer is first given written notice and opportunity to cure by Township in accordance with Section 5(8) of the Financial Security Agreement and Developer has failed to cure, the Township shall have the right, but not the obligation, (which right shall be

in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Secured Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, declare a forfeiture of the bond and/or to otherwise enforce the Financial Security in order to pay for the reasonable costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the reasonable costs of fully completing all the incomplete Secured Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Secured Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Secured Improvements and pay related reasonable costs, expenses and fees.

- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Secured Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Secured Improvements.

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

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

(2) All reasonable costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.

- B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.
- C. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection C, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.
- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices. Developer does further warrant that the Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township

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

- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand except to the extent caused by the negligence or willful misconduct of the Township.

9. **Notices.**

- A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, three (3) business days after the date of deposit in the United States mails.

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the

Township unless it is in writing signed by a duly authorized representative of the Township.

- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.
- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township under the MPC, and/or otherwise at law or in equity.
- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.
- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in

any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

Gwen Jonik
Secretary


By: _____
Kevin C. Kerr, Chairman

DEVELOPER

TOLL PA II, L.P., a Pennsylvania
limited partnership

By: TOLL PA GP CORP., a Pennsylvania
corporation, its general partner

Attest: _____

By: 
Name: Christopher Kopitsky
Title: Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin C. Kerr, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this 14th day of November, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher Kupitsky, who acknowledged himself/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen Reinhardt
Notary Public

My Commission Expires: 7/9/21

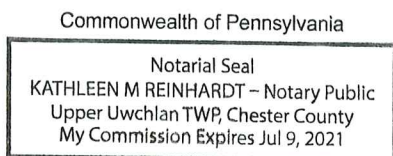


EXHIBIT "A"

PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	PC151192	Cover Sheet	5/20/16	12/6/17
2	PC151192	Subdivision Plan	5/20/16	12/6/17
3	PC151192	Project Notes	5/20/16	12/6/17
4	PC151192	Overall Record Plan	5/20/16	12/6/17
5-6	PC151192	Record Plan	5/20/16	12/6/17
7	PC151192	Overall Site Plan	5/20/16	12/6/17
8-9	PC151192	Site Plan	5/20/16	12/6/17
10	PC151192	Overall Conservation Plan	5/20/16	12/6/17
11	PC151192	Overall Site Impact Plan	5/20/16	12/6/17
12	PC151192	Overall Grading & Utility Plan	5/20/16	12/6/17
13-14	PC151192	Grading & Utility Plan	5/20/16	12/6/17
15-17	PC151192	A.D.A. Ramp Details	5/20/16	12/6/17
18	PC151192	Plan & Profile "Road A"	5/20/16	12/6/17
19	PC151192	Plan & Profile "Road B"	5/20/16	12/6/17
20	PC151192	Plan & Profile "Road C"	5/20/16	12/6/17
21	PC151192	Plan & Profile "Road D, E, F & G"	5/20/16	12/6/17
22	PC151192	Plan & Profile "Access Driveway"	5/20/16	12/6/17
23-25	PC151192	Storm Sewer Profiles	5/20/16	12/6/17
26	PC151192	Utility Tables	5/20/16	12/6/17
27	PC151192	Stage I – Overall Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
28-29	PC151192	Stage I - Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
30	PC151192	Stage II - Overall Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
31-32	PC151192	Stage II - Soil Erosion & Sediment Pollution Control Plan	5/20/16	12/6/17
33-34	PC151192	Soil Erosion & Sediment Pollution Control Notes	5/20/16	12/6/17
35-37	PC151192	Soil Erosion & Sediment Pollution Control Details	5/20/16	12/6/17
38	PC151192	Overall Landscape Plan	5/20/16	12/6/17
39-40	PC151192	Landscape Plan	5/20/16	12/6/17
41	PC151192	Landscape Details & Notes	5/20/16	12/6/17
42	PC151192	Overall Lighting Plan	5/20/16	12/6/17
43-44	PC151192	Lighting Plan	5/20/16	12/6/17

45	PC151192	Lighting Details	5/20/16	12/6/17
46	PC151192	SUC-30 & WB-50 Truck Circulation Plan	5/20/16	12/6/17
47	PC151192	Fire Truck Circulation Plan	5/20/16	12/6/17
48-50	PC151192	Details	5/20/16	12/6/17
51	PC151192	Overall Pre-Development Drainage Area Plan	5/20/16	12/6/17
52	PC151192	Overall Post-Development Drainage Area Plan	5/20/16	12/6/17
53	PC151192	Overall Inlet Drainage Area Plan	5/20/16	12/6/17
54	PC151192	Overall Water Quality Plan	5/20/16	12/6/17
55	PC151192	Overall Post Construction Stormwater Management Plan	5/20/16	12/6/17
56-57	PC151192	Post Construction Stormwater Management Plan	5/20/16	12/6/17
58	PC151192	Post Construction Stormwater Management Plan Notes	5/20/16	12/6/17
59-60	PC151192	Post Construction Stormwater Management Plan Details	5/20/16	12/6/17

EXHIBIT "B"

FINANCIAL SECURITY



August 14, 2017

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

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

RE: The Village at Byers Station (Parcel 5C)
Sanitary Sewer Escrow Estimate Review
ARRO #10270.38

Dear Cary:

ARRO Consulting, Inc. has completed its review of the sanitary sewer escrow estimate for The Village at Byers Station (Parcel 5C) subdivision, transmitted by email from Toll Brothers to ARRO on August 8, 2017, as attached. The escrow unit quantities were compared against Sheet Numbers 13, 14 and 18 - 22 of 58 of the Subdivision & Amended Final PRD Plans as prepared by Bohler Engineering, dated May 20, 2016, and last revised March 17, 2017.

ARRO has no comments to the \$351,234.30 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.

BYERS COMMERCIAL, L.P.
THE VILLAGE AT BYERS STATION (PARCEL 5C)
UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
8/8/2017

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL.)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,739	LF	\$27.25	\$ 101,887.75		\$ -	0	\$ -	3739	\$ 101,887.75	0%
6" PVC SDR35 LATERALS	3,025	LF	\$26.50	\$ 80,162.50		\$ -	0	\$ -	3025	\$ 80,162.50	0%
6" PVC SDR35 LATERAL CONNECTIONS	121	EA	\$145.00	\$ 17,545.00		\$ -	0	\$ -	121	\$ 17,545.00	0%
MANHOLES (4' Diameter)	23	EA	\$2,800.00	\$ 64,400.00		\$ -	0	\$ -	23	\$ 64,400.00	0%
MANHOLES (5' Diameter - Drop)	2	EA	\$7,200.00	\$ 14,400.00		\$ -	0	\$ -	2	\$ 14,400.00	0%
SUBTOTAL				\$ 278,395.25		\$ -		\$ -		\$ 278,395.25	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 4,000.00		\$ -		\$ -		\$ 4,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		\$ -	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ -		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS											
				\$ 292,695.25		\$ -		\$ -		\$ 292,695.25	0%
TOWNSHIP SECURITY (10%)	1	LS		\$ 29,269.53		\$ -	0%	\$ -	100%	\$ 29,269.53	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS		\$ 29,269.53		\$ -	0%	\$ -	100%	\$ 29,269.53	0%
TOTAL AMOUNT OF ESCROW				\$ 351,234.30		\$ -		\$ -		\$ 351,234.30	0%

SUBMITTED:

BYERS COMMERCIAL, L.P.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

FINANCIAL SECURITY AGREEMENT

**THE VILLAGE AT BYERS STATION –
PARCEL 5C RESIDENTIAL
SANITARY SEWER IMPROVEMENTS**

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 20__ by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **TOLL PA II, L.P.**, a Pennsylvania limited partnership with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 (“Developer”).

BACKGROUND:

A. Developer proposes to subdivide a 27.792± acre property, known as “Parcel 5C” of the Byers Station Planned Residential Development, situate on the east side of Pottstown Pike and the south side of Darrell Drive, Upper Uwchlan Township, Chester County, Pennsylvania, known as Chester County UPI No. 32-4-497, into two lots and to develop the lot designated as “Lot 1” on the Plans with one hundred twenty-one (121) townhouse dwelling units as part of a planned residential development known as “Byers Station” (“Subdivision/Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final planned residential development plan approval of the Subdivision/Development on May 15, 2017. Developer received final approval of the planned residential development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

1. **Definitions; Interpretation.**

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

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

(2) "Tract" shall mean all that certain 16.353± acre tract of designated as "Lot 1" on the Plans which is situate at the intersection of Darrell Drive and Pottstown Pike in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final planned residential development plan set entitled "Subdivision and Amended Final PRD Plans - Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering, dated May 20, 2016, last revised December 6, 2017, consisting of sixty (60) sheets, as more particularly described in the Development Agreement.

(4) "Subject Development" shall mean the proposed land development of the Tract as one hundred twenty-one (121) townhouse dwelling units together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the Subject Development, as the same are more fully and further shown and depicted on and by the Plans.

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

(6) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates. A list of the Secured Improvements is attached here to as Exhibit "A".

(7) "Completion Date" shall mean the date specified in Section 2.D of the Development Agreement on or before which the Improvements shall be completed.

(8) "Financial Security" shall mean the Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(9) "Surety" shall mean the lending institution chosen by Developer and approved by the Township, which posts the Financial Security with the Township. The Surety must be authorized to conduct business in the Commonwealth.

(10) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(11) "Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of the Subject Development which is dated on or about the date hereof.

B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement which also appear in the MPC shall have the meanings and shall be interpreted herein as under the MPC.

2. Financial Security.

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Financial Security in accordance with the one of the following which is checked:

☐ A restrictive loan account or cash escrow account (either such account being hereinafter described as an "Escrow Account") with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement;

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor;

☒ An unconditional surety bond, issued by Surety to Developer, in form and content satisfactory to the Township Solicitor.

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

C. The initial amount of the Financial Security shall be Three Hundred Fifty-One Thousand Two Hundred Thirty-Four and 30/100 Dollars (\$351,234.30) which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees needed to reimburse the Township for the Township Engineer's inspection and report on the Improvements and any reasonable and necessary legal fees and expenses incurred by the Township for the Township Solicitor's fees in enforcing this Agreement.

D. A notation shall appear on the records of the Surety providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. Adjustments to Financial Security.

A. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as

permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement and the Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post additional Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Secured Improvements, or any part thereof, are not completed and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may have been previously extended.

B. Notice of any such additional Financial Security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Financial Security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Agreement.

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Surety of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Surety of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which the Township

in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Surety upon such default, without further inquiry being made, to make said payment directly and immediately to the Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) The Township may declare a forfeiture of the Financial Security prior to the performance of any work by or for the Township in order to complete the Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by the Township.

(4) Developer hereby remises, releases and forever discharges Surety from any and all liability with respect to honoring any such draws by the Township unless finally adjudicated to have been caused by the gross negligence or willful misconduct of the Surety.

(5) In the event of a dispute between Developer and the Township, Developer nevertheless agrees that the provisions of Subsection (1) above shall continue to apply, and that the provisions of Subsection (1) shall not be satisfied by the Surety's payment into court of the amount demanded by the Township but shall be satisfied only by the Surety's payment of the demanded amount directly and immediately to the Township.

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to the Township in the event of default, the Township shall give thirty (30) days advance notice of default to Developer and Surety and Developer and Surety shall have the right to cure such default within the said thirty (30) day

period, provided, however, it is acknowledged by the Township and Developer that the Surety has no obligation to cure any event of default under this Agreement.

6. Costs, Expenses and Fees.

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

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

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

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

B. At and upon the aforesaid Township-authorized release of the balance of the Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Surety shall have any further liability under this Agreement.

8. Validity and Enforceability of Financial Security.

A. The Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide verification and proof to the Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Surety, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Surety demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Financial Institution Non-Responsibility.

A. Developer agrees that Surety shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

B. Developer and the Township further agree that Surety shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Surety is to take or not take with respect to the Financial Security.

C. Developer and Financial Institution further agree that the obligations of the Surety under this Agreement, and under and with respect the Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Surety assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of the Developer under this Agreement or the Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Surety under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. Interest.

If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. Insolvency of Developer.

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. Payments, Reductions or Releases of Financial Security.

It is expressly and specifically understood, covenanted and agreed by Developer and Surety that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render Developer liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Surety's obligations under this Section shall render the Surety liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Surety for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

14. **Notices.**

Except as may be otherwise specifically provided in this Financial Security Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, 3 business days after the date of deposit in the United States mails.

15. **Miscellaneous.**

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township. Any such assignment or delegation, without such consent, shall be void.

C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township at law or in equity.

D. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

E. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

UPPER UWCHLAN TOWNSHIP

Attest:

Gwen Jonik, Secretary

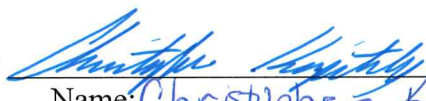
By: _____
Kevin C. Kerr, Chairman

DEVELOPER

TOLL PA II, L.P., a Pennsylvania
limited liability company

By: TOLL PA GP CORP., a Pennsylvania
corporation, its general partner

Attest:

By: 
Name: Christopher Kapitsky
Title: Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin C. Kerr, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this 14th day of November, 2017, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Christopher Kapitsky, who acknowledged himself/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen M Reinhardt
Notary Public

My Commission Expires: 7/9/21

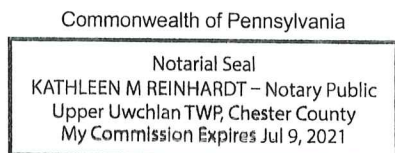


EXHIBIT "A"
List of Secured Improvements



August 14, 2017

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

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

RE: The Village at Byers Station (Parcel 5C)
Sanitary Sewer Escrow Estimate Review
ARRO #10270.38

Dear Cary:

ARRO Consulting, Inc. has completed its review of the sanitary sewer escrow estimate for The Village at Byers Station (Parcel 5C) subdivision, transmitted by email from Toll Brothers to ARRO on August 8, 2017, as attached. The escrow unit quantities were compared against Sheet Numbers 13, 14 and 18 - 22 of 58 of the Subdivision & Amended Final PRD Plans as prepared by Bohler Engineering, dated May 20, 2016, and last revised March 17, 2017.

ARRO has no comments to the \$351,234.30 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.

BYERS COMMERCIAL, L.P.
THE VILLAGE AT BYERS STATION (PARCEL 5C)
UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP
8/8/2017

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,739	LF	\$27.25	\$ 101,887.75		\$ -	0	\$ -	3739	\$ 101,887.75	0%
6" PVC SDR35 LATERALS	3,025	LF	\$26.50	\$ 80,162.50		-	0	\$ -	3025	\$ 80,162.50	0%
6" PVC SDR35 LATERAL CONNECTIONS	121	EA	\$145.00	\$ 17,545.00		-	0	\$ -	121	\$ 17,545.00	0%
MANHOLES (4" Diameter)	23	EA	\$2,800.00	\$ 64,400.00		-	0	\$ -	23	\$ 64,400.00	0%
MANHOLES (5" Diameter - Drop)	2	EA	\$7,200.00	\$ 14,400.00		-	0	\$ -	2	\$ 14,400.00	0%
SUBTOTAL				\$ 278,395.25		-		\$ -		\$ 278,395.25	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		-	0%	\$ -	100%	\$ 1,500.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		-	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 4,000.00		-		\$ -		\$ 4,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		-	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		-	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		-		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS											
TOWNSHIP SECURITY (10%)	1	LS		\$ 292,695.25		-		\$ -		\$ 292,695.25	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS		\$ 29,269.53		-	0%	\$ -	100%	\$ 29,269.53	0%
TOTAL AMOUNT OF ESCROW				\$ 351,234.30		-		\$ -		\$ 351,234.30	0%

SUBMITTED:

BYERS COMMERCIAL, L.P.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

EXHIBIT "B"

**CERTIFICATE OF COMPLETION AND
AUTHORIZATION OF REDUCTION AND RELEASE
NO. _____**

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and Toll PA II, L.P. ("Developer"), dated _____, 20__ , concerning the construction, installation and completion of Improvements in the Village at Byers Station – Parcel 5C Residential Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE [Insert Name of Surety], pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of bond issues by Surety to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the bond.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Improvements described hereinbelow (or any other work performed and Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Improvements (as well as any other work and Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Financial Security authorized by this Certificate and Authorization have been determined as follows:

I. COST OF COMPLETED WORK AND Improvements	\$ _____
II. <i>less</i> AMOUNT OF RETAINAGE (10%)	\$ _____
III. AMOUNT OF REDUCTION AND RELEASE	\$ _____

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

Bond No. 09237397

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, TOLL PA II, L.P., as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are jointly and severally held and firmly bound unto UPPER UWCHLAN TOWNSHIP, as Obligee, in the sum of TWO MILLION FIFTY THREE THOUSAND NINE HUNDRED FORTY SEVEN AND 85/100 Dollars (\$2,053,947.85), 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 28 TH day of NOVEMBER, 2017.

Whereas, the above bounden Principal has ENTERED INTO A FINANCIAL AGREEMENT WITH UPPER UWCHLAN TOWNSHIP TO PROVIDE SITE IMPROVEMENTS OF THE SUBDIVISION KNOWN AS VILLAGE AT BYERS STATION.

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 in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

ATTEST:

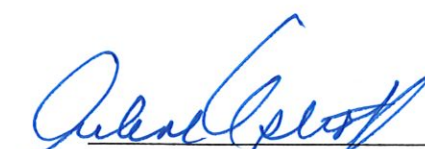
TOLL PA II, L.P.

BY: TOLL PA GP CORP., its General Partner


Michael A. Downs, V.P.

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND


Arlene Ostroff – Witness

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

Packet Page 215

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William F. SIMKISS, Daniel P. DUNIGAN, Brian C. BLOCK, Joseph W. KOLOK, JR., Richard J. DECKER and James L. HAHN, all of Paoli, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

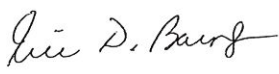
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

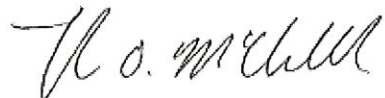
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Eric D. Barnes


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2019



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2016

ASSETS

Bonds	\$ 141,903,342
Stocks	22,845,654
Cash and Short Term Investments	3,080,053
Reinsurance Recoverable	13,996,720
Other Accounts Receivable	27,147,872
TOTAL ADMITTED ASSETS	\$ 208,973,641

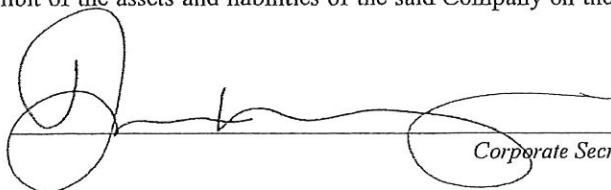
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 896,428
Ceded Reinsurance Premiums Payable	40,193,693
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 41,090,121
Capital Stock, Paid Up	\$ 5,000,000
Surplus	162,883,521
Surplus as regards Policyholders	167,883,520
TOTAL	\$ 208,973,641

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

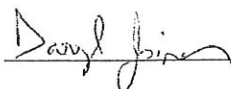
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1st day of March, 2017.


Notary Public



Bond No. 09237398

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, TOLL PA II, L.P., as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, are jointly and severally held and firmly bound unto UPPER UWCHLAN TOWNSHIP, as Obligee, in the sum of THREE HUNDRED FIFTY ONE THOUSAND TWO HUNDRED THIRTY FOUR AND 30/100 Dollars (\$351,234.30), 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 28 TH day of NOVEMBER, 2017.

Whereas, the above bounden Principal has ENTERED INTO A FINANCIAL SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP TO PROVIDE SANITARY SEWER IMPROVEMENTS OF THE SUBDIVISION KNOWN AS VILLAGE AT BYERS STATION.

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 in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

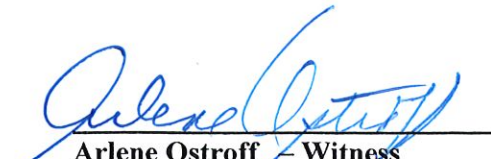
ATTEST:

TOLL PA II, L.P.
By: TOLL PA GP CORP., its General Partner


Michael A. Downs, V.P.

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND


Arlene Ostroff - Witness

BY: 
Daniel P. Dunigan - Attorney in Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

Packet Page 218

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William F. SIMKISS, Daniel P. DUNIGAN, Brian C. BLOCK, Joseph W. KOLOK, JR., Richard J. DECKER and James L. HAHN, all of Paoli, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2019

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2016

ASSETS

Bonds	\$ 141,903,342
Stocks	22,845,654
Cash and Short Term Investments	3,080,053
Reinsurance Recoverable	13,996,720
Other Accounts Receivable	27,147,872
TOTAL ADMITTED ASSETS	\$ 208,973,641

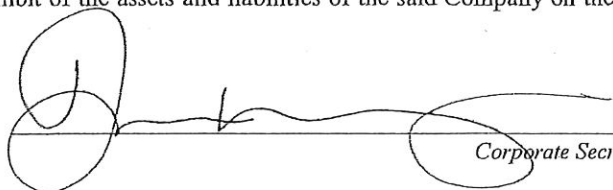
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 896,428
Ceded Reinsurance Premiums Payable	40,193,693
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 41,090,121
Capital Stock, Paid Up	\$ 5,000,000
Surplus	162,883,521
Surplus as regards Policyholders	167,883,520
TOTAL	\$ 208,973,641

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1st day of March, 2017.


Notary Public



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 No. Part of 32-4-497

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

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

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book _____, Page _____, and identified as "Lot 1" on "Subdivision and Amended Final PRD Plans" prepared by Bohler Engineering dated May 20, 2016 and last revised December 6, 2017 (hereinafter "Final Plan"), being part of UPI No. 32-4-497 (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property pursuant to the Final Plan; and

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

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 devised, 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 reasonable expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

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 that those depicted on the O&M Plan. In the event of such approval, an amendment to this Agreement or an extinguishment and termination of this Agreement, as applicable, shall be recorded in the Office of the Chester County Recorder of Deeds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST/WITNESS:

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

BY: 
Name: Christopher Kapitky
Title: Vice President

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: _____
Kevin C. Kerr, Chairperson

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chester : SS
:

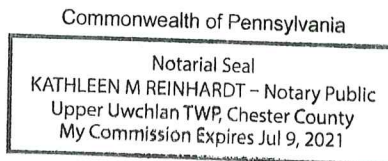
On this, the 14th day of November, 2017, before me, a Notary Public, the undersigned officer, personally appeared, Christopher Kopitsky, who acknowledged him/herself to be the Vice President of **TOLL PA GP CORP**, a Pennsylvania corporation, general partner of **TOLL PA II, L.P.**, a Pennsylvania limited partnership, member of **BYERS COMMERCIAL LLC**, a Delaware limited liability company, general partner of **BYERS COMMERCIAL LP**, a Pennsylvania limited partnership, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen Reinhardt
Notary Public

(Notarial Seal)

My Commission Expires: 7/9/21



COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

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.

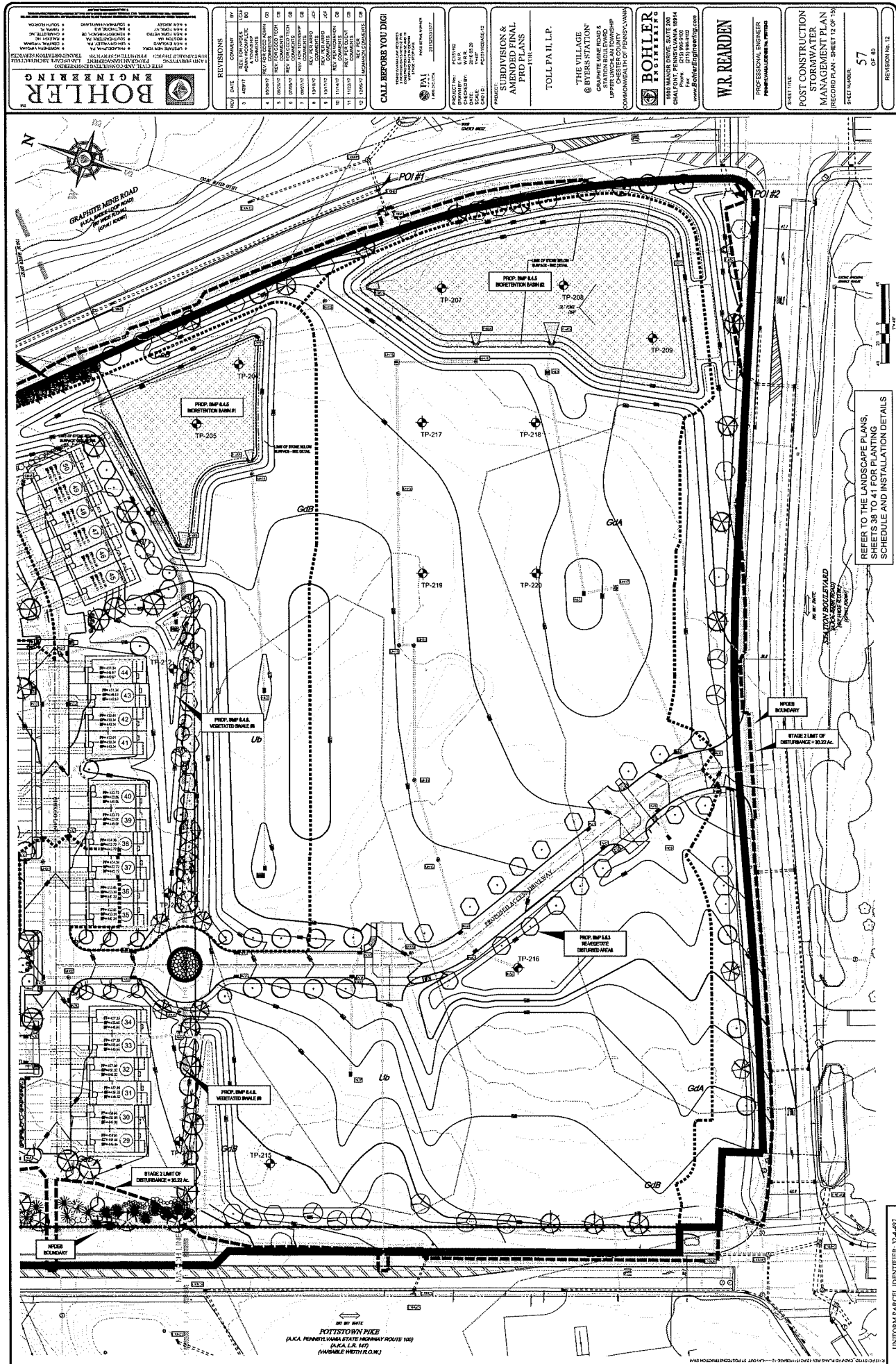
Notary Public

(Notarial Seal)

My Commission Expires:

APPENDIX “A”





REFER TO THE LANDSCAPE PLANS, SHEETS 38 TO 41 FOR PLANTING SCHEDULE AND INSTALLATION DETAILS

UNIFORM PARCEL IDENTIFIER: 33-4-467

BOHLER ENGINEERING

1000 BANCOR DRIVE, SUITE 200
CHALFONT, PENNSYLVANIA 18914
Phone: 610-396-1000
Fax: 610-396-1002
www.bohler-engineering.com

W.R. REARDEN

PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. 107078

**POST CONSTRUCTION
STORMWATER
MANAGEMENT PLAN**

(RECORD PLAN - SHEET 12 OF 15)

57

OF 60

REVISION NO. 12

REVISIONS

NO.	DATE	BY	COMMENT
1	08/11/2011	WRR	INITIAL DESIGN
2	08/11/2011	WRR	REVISED DESIGN
3	08/11/2011	WRR	REVISED DESIGN
4	08/11/2011	WRR	REVISED DESIGN
5	08/11/2011	WRR	REVISED DESIGN
6	08/11/2011	WRR	REVISED DESIGN
7	08/11/2011	WRR	REVISED DESIGN
8	08/11/2011	WRR	REVISED DESIGN
9	08/11/2011	WRR	REVISED DESIGN
10	08/11/2011	WRR	REVISED DESIGN
11	08/11/2011	WRR	REVISED DESIGN
12	08/11/2011	WRR	REVISED DESIGN

CALL BEFORE YOU DIG!

800-4-A-DIGIT

PAI

800-4-A-DIGIT

PROJECT NO.

1000 BANCOR DRIVE, SUITE 200

DESIGNED BY

WRR

SCALE

AS SHOWN

DATE

08/11/2011

PROJECT

STORMWATER MANAGEMENT PLAN

AMENDED FINAL

PRO PLAN

1111

TOLL PA L.P.

THE VILLAGE

@ BYERS STATION

GRAPHITE MINE ROAD &
TOLL PA L.P.
UPPER MERIDIAN TOWNSHIP
CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BOHLER ENGINEERING

1000 BANCOR DRIVE, SUITE 200

CHALFONT, PENNSYLVANIA 18914

Phone: 610-396-1000

Fax: 610-396-1002

www.bohler-engineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

W.R. REARDEN

PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. 10000

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

THE VILLAGE @ BYERS STATION
GRAPHITE WIRE ROAD & UPPER UNCLAM TOWNSHIP
COMMONWEALTH OF PENNSYLVANIA

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

INFILTRATION TESTING SUMMARY TABLE									
TEST NO.	TEST DATE	TEST LOCATION	TEST TYPE	TEST RESULTS	TEST COMMENTS	TEST ELEVATION	TEST DEPTH	TEST DURATION	TEST VOLUME
10-20	10/20/10	10-20	10-20	10-20	10-20	10-20	10-20	10-20	10-20
10-21	10/21/10	10-21	10-21	10-21	10-21	10-21	10-21	10-21	10-21
10-22	10/22/10	10-22	10-22	10-22	10-22	10-22	10-22	10-22	10-22
10-23	10/23/10	10-23	10-23	10-23	10-23	10-23	10-23	10-23	10-23
10-24	10/24/10	10-24	10-24	10-24	10-24	10-24	10-24	10-24	10-24
10-25	10/25/10	10-25	10-25	10-25	10-25	10-25	10-25	10-25	10-25
10-26	10/26/10	10-26	10-26	10-26	10-26	10-26	10-26	10-26	10-26
10-27	10/27/10	10-27	10-27	10-27	10-27	10-27	10-27	10-27	10-27
10-28	10/28/10	10-28	10-28	10-28	10-28	10-28	10-28	10-28	10-28
10-29	10/29/10	10-29	10-29	10-29	10-29	10-29	10-29	10-29	10-29
10-30	10/30/10	10-30	10-30	10-30	10-30	10-30	10-30	10-30	10-30
10-31	10/31/10	10-31	10-31	10-31	10-31	10-31	10-31	10-31	10-31
10-32	10/32/10	10-32	10-32	10-32	10-32	10-32	10-32	10-32	10-32
10-33	10/33/10	10-33	10-33	10-33	10-33	10-33	10-33	10-33	10-33
10-34	10/34/10	10-34	10-34	10-34	10-34	10-34	10-34	10-34	10-34
10-35	10/35/10	10-35	10-35	10-35	10-35	10-35	10-35	10-35	10-35
10-36	10/36/10	10-36	10-36	10-36	10-36	10-36	10-36	10-36	10-36
10-37	10/37/10	10-37	10-37	10-37	10-37	10-37	10-37	10-37	10-37
10-38	10/38/10	10-38	10-38	10-38	10-38	10-38	10-38	10-38	10-38
10-39	10/39/10	10-39	10-39	10-39	10-39	10-39	10-39	10-39	10-39
10-40	10/40/10	10-40	10-40	10-40	10-40	10-40	10-40	10-40	10-40
10-41	10/41/10	10-41	10-41	10-41	10-41	10-41	10-41	10-41	10-41
10-42	10/42/10	10-42	10-42	10-42	10-42	10-42	10-42	10-42	10-42
10-43	10/43/10	10-43	10-43	10-43	10-43	10-43	10-43	10-43	10-43
10-44	10/44/10	10-44	10-44	10-44	10-44	10-44	10-44	10-44	10-44
10-45	10/45/10	10-45	10-45	10-45	10-45	10-45	10-45	10-45	10-45
10-46	10/46/10	10-46	10-46	10-46	10-46	10-46	10-46	10-46	10-46
10-47	10/47/10	10-47	10-47	10-47	10-47	10-47	10-47	10-47	10-47
10-48	10/48/10	10-48	10-48	10-48	10-48	10-48	10-48	10-48	10-48
10-49	10/49/10	10-49	10-49	10-49	10-49	10-49	10-49	10-49	10-49
10-50	10/50/10	10-50	10-50	10-50	10-50	10-50	10-50	10-50	10-50
10-51	10/51/10	10-51	10-51	10-51	10-51	10-51	10-51	10-51	10-51
10-52	10/52/10	10-52	10-52	10-52	10-52	10-52	10-52	10-52	10-52
10-53	10/53/10	10-53	10-53	10-53	10-53	10-53	10-53	10-53	10-53
10-54	10/54/10	10-54	10-54	10-54	10-54	10-54	10-54	10-54	10-54
10-55	10/55/10	10-55	10-55	10-55	10-55	10-55	10-55	10-55	10-55
10-56	10/56/10	10-56	10-56	10-56	10-56	10-56	10-56	10-56	10-56
10-57	10/57/10	10-57	10-57	10-57	10-57	10-57	10-57	10-57	10-57
10-58	10/58/10	10-58	10-58	10-58	10-58	10-58	10-58	10-58	10-58
10-59	10/59/10	10-59	10-59	10-59	10-59	10-59	10-59	10-59	10-59
10-60	10/60/10	10-60	10-60	10-60	10-60	10-60	10-60	10-60	10-60
10-61	10/61/10	10-61	10-61	10-61	10-61	10-61	10-61	10-61	10-61
10-62	10/62/10	10-62	10-62	10-62	10-62	10-62	10-62	10-62	10-62
10-63	10/63/10	10-63	10-63	10-63	10-63	10-63	10-63	10-63	10-63
10-64	10/64/10	10-64	10-64	10-64	10-64	10-64	10-64	10-64	10-64
10-65	10/65/10	10-65	10-65	10-65	10-65	10-65	10-65	10-65	10-65
10-66	10/66/10	10-66	10-66	10-66	10-66	10-66	10-66	10-66	10-66
10-67	10/67/10	10-67	10-67	10-67	10-67	10-67	10-67	10-67	10-67
10-68	10/68/10	10-68	10-68	10-68	10-68	10-68	10-68	10-68	10-68
10-69	10/69/10	10-69	10-69	10-69	10-69	10-69	10-69	10-69	10-69
10-70	10/70/10	10-70	10-70	10-70	10-70	10-70	10-70	10-70	10-70
10-71	10/71/10	10-71	10-71	10-71	10-71	10-71	10-71	10-71	10-71
10-72	10/72/10	10-72	10-72	10-72	10-72	10-72	10-72	10-72	10-72
10-73	10/73/10	10-73	10-73	10-73	10-73	10-73	10-73	10-73	10-73
10-74	10/74/10	10-74	10-74	10-74	10-74	10-74	10-74	10-74	10-74
10-75	10/75/10	10-75	10-75	10-75	10-75	10-75	10-75	10-75	10-75
10-76	10/76/10	10-76	10-76	10-76	10-76	10-76	10-76	10-76	10-76
10-77	10/77/10	10-77	10-77	10-77	10-77	10-77	10-77	10-77	10-77
10-78	10/78/10	10-78	10-78	10-78	10-78	10-78	10-78	10-78	10-78
10-79	10/79/10	10-79	10-79	10-79	10-79	10-79	10-79	10-79	10-79
10-80	10/80/10	10-80	10-80	10-80	10-80	10-80	10-80	10-80	10-80
10-81	10/81/10	10-81	10-81	10-81	10-81	10-81	10-81	10-81	10-81
10-82	10/82/10	10-82	10-82	10-82	10-82	10-82	10-82	10-82	10-82
10-83	10/83/10	10-83	10-83	10-83	10-83	10-83	10-83	10-83	10-83
10-84	10/84/10	10-84	10-84	10-84	10-84	10-84	10-84	10-84	10-84
10-85	10/85/10	10-85	10-85	10-85	10-85	10-85	10-85	10-85	10-85
10-86	10/86/10	10-86	10-86	10-86	10-86	10-86	10-86	10-86	10-86
10-87	10/87/10	10-87	10-87	10-87	10-87	10-87	10-87	10-87	10-87
10-88	10/88/10	10-88	10-88	10-88	10-88	10-88	10-88	10-88	10-88
10-89	10/89/10	10-89	10-89	10-89	10-89	10-89	10-89	10-89	10-89
10-90	10/90/10	10-90	10-90	10-90	10-90	10-90	10-90	10-90	10-90
10-91	10/91/10	10-91	10-91	10-91	10-91	10-91	10-91	10-91	10-91
10-92	10/92/10	10-92	10-92	10-92	10-92	10-92	10-92	10-92	10-92
10-93	10/93/10	10-93	10-93	10-93	10-93	10-93	10-93	10-93	10-93
10-94	10/94/10	10-94	10-94	10-94	10-94	10-94	10-94	10-94	10-94
10-95	10/95/10	10-95	10-95	10-95	10-95	10-95	10-95	10-95	10-95
10-96	10/96/10	10-96	10-96	10-96	10-96	10-96	10-96	10-96	10-96
10-97	10/97/10	10-97	10-97	10-97	10-97	10-97	10-97	10-97	10-97
10-98	10/98/10	10-98	10-98	10-98	10-98	10-98	10-98	10-98	10-98
10-99	10/99/10	10-99	10-99	10-99	10-99	10-99	10-99	10-99	10-99
10-100	10/100/10	10-100	10-100	10-100	10-100	10-100	10-100	10-100	10-100

SEQUENCE OF CONSTRUCTION - STAGE 1

1. PREPARE THE CONSTRUCTION SITE. REMOVE ALL EXISTING VEGETATION AND TOPSOIL. GRADE THE SITE TO THE DESIRED ELEVATION. INSTALL EROSION CONTROL MEASURES TO PREVENT SOIL EROSION DURING CONSTRUCTION.

2. INSTALL THE MAIN DRAINAGE SYSTEM. LAY OUT THE MAIN DRAINAGE LINE AND BRANCHES. INSTALL THE MAIN DRAINAGE PIPES AND MANHOLES. GRADE THE DRAINAGE BED TO THE DESIRED ELEVATION.

3. INSTALL THE SUBDRAINAGE SYSTEM. LAY OUT THE SUBDRAINAGE LINE AND BRANCHES. INSTALL THE SUBDRAINAGE PIPES AND MANHOLES. GRADE THE SUBDRAINAGE BED TO THE DESIRED ELEVATION.

4. INSTALL THE SURFACE DRAINAGE SYSTEM. LAY OUT THE SURFACE DRAINAGE LINE AND BRANCHES. INSTALL THE SURFACE DRAINAGE PIPES AND MANHOLES. GRADE THE SURFACE DRAINAGE BED TO THE DESIRED ELEVATION.

5. INSTALL THE FINAL DRAINAGE SYSTEM. LAY OUT THE FINAL DRAINAGE LINE AND BRANCHES. INSTALL THE FINAL DRAINAGE PIPES AND MANHOLES. GRADE THE FINAL DRAINAGE BED TO THE DESIRED ELEVATION.

SEQUENCE OF CONSTRUCTION - STAGE 2

1. PREPARE THE CONSTRUCTION SITE. REMOVE ALL EXISTING VEGETATION AND TOPSOIL. GRADE THE SITE TO THE DESIRED ELEVATION. INSTALL EROSION CONTROL MEASURES TO PREVENT SOIL EROSION DURING CONSTRUCTION.

2. INSTALL THE MAIN DRAINAGE SYSTEM. LAY OUT THE MAIN DRAINAGE LINE AND BRANCHES. INSTALL THE MAIN DRAINAGE PIPES AND MANHOLES. GRADE THE DRAINAGE BED TO THE DESIRED ELEVATION.

3. INSTALL THE SUBDRAINAGE SYSTEM. LAY OUT THE SUBDRAINAGE LINE AND BRANCHES. INSTALL THE SUBDRAINAGE PIPES AND MANHOLES. GRADE THE SUBDRAINAGE BED TO THE DESIRED ELEVATION.

4. INSTALL THE SURFACE DRAINAGE SYSTEM. LAY OUT THE SURFACE DRAINAGE LINE AND BRANCHES. INSTALL THE SURFACE DRAINAGE PIPES AND MANHOLES. GRADE THE SURFACE DRAINAGE BED TO THE DESIRED ELEVATION.

5. INSTALL THE FINAL DRAINAGE SYSTEM. LAY OUT THE FINAL DRAINAGE LINE AND BRANCHES. INSTALL THE FINAL DRAINAGE PIPES AND MANHOLES. GRADE THE FINAL DRAINAGE BED TO THE DESIRED ELEVATION.

SEQUENCE OF CONSTRUCTION - STAGE 3

1. PREPARE THE CONSTRUCTION SITE. REMOVE ALL EXISTING VEGETATION AND TOPSOIL. GRADE THE SITE TO THE DESIRED ELEVATION. INSTALL EROSION CONTROL MEASURES TO PREVENT SOIL EROSION DURING CONSTRUCTION.

2. INSTALL THE MAIN DRAINAGE SYSTEM. LAY OUT THE MAIN DRAINAGE LINE AND BRANCHES. INSTALL THE MAIN DRAINAGE PIPES AND MANHOLES. GRADE THE DRAINAGE BED TO THE DESIRED ELEVATION.

3. INSTALL THE SUBDRAINAGE SYSTEM. LAY OUT THE SUBDRAINAGE LINE AND BRANCHES. INSTALL THE SUBDRAINAGE PIPES AND MANHOLES. GRADE THE SUBDRAINAGE BED TO THE DESIRED ELEVATION.

4. INSTALL THE SURFACE DRAINAGE SYSTEM. LAY OUT THE SURFACE DRAINAGE LINE AND BRANCHES. INSTALL THE SURFACE DRAINAGE PIPES AND MANHOLES. GRADE THE SURFACE DRAINAGE BED TO THE DESIRED ELEVATION.

5. INSTALL THE FINAL DRAINAGE SYSTEM. LAY OUT THE FINAL DRAINAGE LINE AND BRANCHES. INSTALL THE FINAL DRAINAGE PIPES AND MANHOLES. GRADE THE FINAL DRAINAGE BED TO THE DESIRED ELEVATION.

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914
Phone: (610) 596-1002
www.bohlerengineering.com

BOHLER ENGINEERING

1000 SANDHUR DRIVE, SUITE 200
CHILPAT, PENNSYLVANIA 18914

Prepared by and after recording please return to:
 Kristin S. Camp, Esquire
 BUCKLEY, BRION, McGUIRE & MORRIS LLP
 118 W. Market Street, Suite 300
 West Chester, Pennsylvania 19382

UPI No. 32-4-497 (Part of)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2017 by and between **UPPER UWCHLAN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania with an address of 140 Pottstown Pike, Chester Springs, PA 19425 (the "Township") and **BYERS COMMERCIAL LP**, a Pennsylvania limited partnership with an address of 250 Gibraltar Road, Horsham, PA 19044 (the "Owner").

BACKGROUND/RECITALS

WHEREAS, Owner is the owner of a certain parcel of property located in the Township containing approximately 29.79 acres, pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Deed Book 9254, Page 2142, which parcel is more particularly identified as Chester County Tax Parcel No. 32-4-497 (the "Property"); and

WHEREAS, Owner intends to subdivide the Property into two lots in accordance with the plan titled "Byers Station Subdivision and Amended Final PRD Plans Parcel 5-C 'The Village at Byers Station'" prepared by Bohler Engineering dated May 20, 2016, last revised December 6, 2017 (the "Subdivision Plan"), which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____; and

WHEREAS, Owner intends to develop Lot 1 on the Subdivision Plan with a residential development containing one hundred twenty-one (121) townhomes; and

WHEREAS, Owner intends to sell Lot 2 on the Subdivision Plan for development as a commercial lot with various commercial uses; and

WHEREAS, the Township and/or the Pennsylvania Department of Transportation ("PennDOT") may in the future expand the cartway width of Graphite Mine Road, a Township road, which abuts the northeastern boundary of the Property, to add an additional lane of travel (the "Road Widening"); and

WHEREAS, the Township has identified the need for an easement over and across the Property for grading, installation of stormwater management facilities and landscaping for the Road Widening; and

WHEREAS, the Township has requested Owner to grant to it an easement over and across the Property in the general location hatched on the sketch plan that is titled, "Overall Site Plan (Record Plan-Sheet 7 of 14)", (the "Exhibit Plan") which is attached hereto as Exhibit "A" to be used for the purposes described herein in connection with the Road Widening; and

WHEREAS, Owner is willing to grant to the Township a temporary construction easement for the Road Widening and a permanent easement for stormwater management facilities that may be constructed to handle the stormwater from the Road Widening pursuant to the terms of this Agreement; and

WHEREAS, the parties contemplate that if the Township and/or PennDOT or a successor or assign of the Township and/or PennDOT undertake the Road Widening, a more specific easement agreement shall be negotiated, executed and recorded which identifies with more specificity the areas of the temporary construction easement and the permanent easement on the Property;

NOW THEREFORE, the Township and Owner, each intending to be legally bound hereby agree as follows:

1. **Incorporation of Recitals.**

The Background of this Agreement is incorporated herein by reference.

2. **Grant of Temporary Construction Easement.**

Owner, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, and of the advantages to it accruing and for diverse other considerations affecting the public welfare, which it seeks to advance, and intending to be legally bound, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Township, its agents, employees, contractors, subcontractors, successors and assigns a temporary, non-exclusive construction easement over, under, across and through the Property in the general location which is identified as the "Hatched Area" on the Exhibit Plan (the "Temporary Construction Easement"), for grading and construction of the Road Widening, installation of erosion and sedimentation controls and stormwater management facilities necessary for the same and landscaping. The Road Widening shall not include the installation of any new permanent paving on the Property.

The parties contemplate and agree that if the Township and/or PennDOT or a successor or assign of the Township and PennDOT who is responsible for completing

the Road Widening design and obtain all necessary permits to construct the Road Widening, they shall prepare, execute and record at their expense an amendment to this Agreement which shall identify with more specificity (including a legal description with metes and bounds) the areas of the Property that may be used for the Temporary Construction Easement for the Road Widening.

3. Future Commitment to Grant Permanent Easement for Stormwater Management Facilities for Road Widening.

Owner, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, and other good and valuable consideration as described above, the receipt whereof is hereby acknowledged, and of the advantages to it accruing and for diverse other considerations affecting the public welfare, which it seeks to advance, and intending to be legally bound, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Township, its agents, employees, contractors, subcontractors, invitees, successors and assigns a perpetual, non-exclusive easement over, under, across and through the Property in the general location identified as the "Easement Area" on the Exhibit Plan (the "Permanent Stormwater Easement") for the installation of permanent stormwater management facilities that are needed to handle and manage stormwater from the Road Widening.

The parties contemplate and agree that if the Township and/or PennDOT or a successor or assign of the Township and PennDOT who is responsible for completing the Road Widening design and obtain all necessary permits to construct the Road Widening, they shall prepare, execute and record at their expense an amendment to this Agreement which shall identify with more specificity (including a legal description with metes and bounds) the areas of the Property that may be used for the Permanent Stormwater Easement.

The parties contemplate and agree that if the Township and/or PennDOT or a successor or assign of the Township and/or PennDOT (a "Township Party") design and obtain all necessary permits to construct the Road Widening, such design may require the use of the stormwater management facilities which are proposed to be constructed by Owner on Lot 1 and by Owner's successor and assign of Lot 2 on Lot 2. The parties recognize that Owner and the future owner of Lot 2 and their respective successors and assigns in title shall be obligated to maintain the stormwater management facilities which are constructed on their respective lots pursuant to the approved final land development plans for each lot and in accordance with the Township's Stormwater Best Management Practices (BMP) and Conveyances Operation and Maintenance Agreement which is required to be recorded against the Property simultaneously with the recording of the Subdivision Plan. If, as a result of the design of the Road Widening, a Township Party alters any of the stormwater management facilities that are built on the Property, the Township shall assume the maintenance obligations of any stormwater management facility on the Property that it disturbs or alters for the Road Widening and shall thereafter be responsible for the maintenance of said stormwater management facilities at its sole cost and expense. In such event, the Township shall

execute and record an amended Stormwater Best Management Practices (BMP) and Conveyances Operation and Maintenance Agreement at its expense which identifies with particularity which stormwater management facilities the Township shall assume maintenance obligations for.

4. Term of Temporary Construction Easement and Permanent Stormwater Management Easement.

The Temporary Construction Easement shall commence when the Township through its agents, employees, contractors and subcontractors commences the construction of the Road Widening and shall automatically terminate and become null and void following the Township's completion of the same. The Temporary Construction Easement shall be self-terminating. However, if requested by Owner or its successors or assigns, in writing upon termination of the Temporary Construction Easement, the Township shall promptly execute a termination of the Temporary Construction Easement and shall have it recorded in the Office of the Chester County Recorder of Deeds.

The term of the Stormwater Management Easement shall commence when the Township and the Owner negotiate an amendment to this Agreement which identifies with more specificity the area of the Stormwater Management Easement on the Property and said amendment is recorded in the Office of the Chester County Recorder of Deeds.

The Township expressly acknowledges and agrees that the total area of the Property for purposes of development is 29.792 acres ("Parcel Area"), which is intended to be subdivided into two lots, identified as "Lot #1" on the Subdivision Plan, containing 16.353 acres and "Lot #2" on the Subdivision Plan, containing 13.439 acres, and that the grant of the Temporary Construction Easement and Permanent Stormwater Easement are in no way intended to impair or diminish the development rights otherwise applicable to the Property had the grant of the Temporary Construction Easement and Permanent Stormwater Easement not occurred.

5. Construction of the Road Widening.

A. Owner is not responsible for construction of the Road Widening. The Township shall be solely responsible for obtaining and maintaining during the course of construction all necessary governmental permits that are needed to construct the Road Widening. Prior to commencement of the work on the Road Widening, the Township through its employees, agents, contractors and subcontractors, shall be solely responsible for constructing the Road Widening in accordance with the approved highway occupancy permit issued by PennDOT. The Township and its employees, agents, contractors and subcontractors shall construct the Road Widening in accordance with applicable law and sound engineering and construction principles and shall perform any work on the Property in a good and workmanlike manner so as to create the least interference possible with the enjoyment of the Property by Owner. Notwithstanding the provisions of this Agreement Owner acknowledges that there will

be some level of interference with the Property as would normally be associated with the construction of a road. The Township shall notify Owner at least thirty (30) days prior to commencing construction on the Property. The notice shall be via telephone, email and overnight mail to the addresses listed in Paragraph 9.

B. The Township, promptly following construction of the Road Widening shall backfill any areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to substantially the same condition as existed immediately prior to the commencement of construction (except for areas where stormwater management facilities shall be constructed). In areas of the Property where the Township alters existing stormwater management facilities or installs new stormwater management facilities to accommodate the Road Widening, the Township shall grade and restore the Property to a condition approved by Owner and in a manner which causes no detriment to the remainder of the Property. A level landscaped or grassed area shall be maintained around all buildings and parking lots on the Property. No disturbance shall be permitted under the Temporary Construction Easement or Permanent Stormwater Easement within twenty (20) feet of a building on the Property or within ten (10) feet of a parking lot on the Property.

C. The Township shall promptly pay all contractors and materialmen who supply labor, work or materials for construction of the Road Widening and shall take all steps permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialmen's lien upon the Property. If any claim, lien or other encumbrance arising from the construction of the Road Widening is filed against the Property as a result of work performed or materials provided for the construction of the Road Widening, the Township shall cause the same to be removed or discharged within thirty (30) days of the filing thereof, and shall indemnify, defend and hold Owner harmless against any costs, losses, damages or expenses incurred by Owner in connection with the same.

6. **Indemnity and Insurance.**

A. The Township shall indemnify, defend and hold harmless Owner, its officers, agents, employees, successors and assigns from and against any and all damages, liabilities, claims, settlements, costs and expenses, awards, judgments, damages, fines, fees, or other losses suffered by Owner, arising out of (1) any injury, loss or damage caused by the acts or omissions, or intentional misconduct of the Township or its agents, employees, contractors, subcontractors, assigns or successors-in-interest, in the construction and maintenance of the Road Widening and its performance of its responsibilities hereunder; or (2) any personal injury or death or property damage resulting from the use of the Temporary Construction Easement and Permanent Stormwater Easement after the date of this Agreement, including, without limitation, any use by the Township or any of its agents, employees, licensees, contractors, subcontractors and invitees except to the extent that such injury or damage was caused by the gross negligence or willful or malicious misconduct of Owner.

B. The Township shall obtain and maintain during the entire term of this Agreement adequate public liability and property damage insurance policies covering any injury, death or property damage resulting in any way from the use of the Temporary Construction Easement and the Permanent Stormwater Easement on the Property. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate. The insurance policies shall be occurrence based and shall name Owner as an additional insured (on a primary, non-contributory basis). Prior to commencement of construction, the Township shall furnish to Owner a certificate of insurance evidencing the required coverage and, following completion of construction, certificates of insurance upon request. The insurance policies shall contain endorsements to the effect that they may not be cancelled, modified or amended without first giving Owner at least 30 days' prior written notice of cancellation, modification or amendment, which prior notice shall include copies of the relevant certificates of insurance.

7. Covenants Running with the Land.

The covenants and obligations of this Agreement shall be covenants running with the Property and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity that said covenants and obligations shall be incorporated therein by reference to this Agreement and the recording hereof as fully as if the same were contained therein.

8. Enforcement.

If either party determines that this Agreement is being or has been violated by the other party, the non-defaulting party may, in addition to other remedies available at law or in equity, seek injunctive relief to specifically enforce the terms of this Agreement or to restrain present or future violations of this Agreement. If any party has to resort to legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and costs from the defaulting party.

9. Notices.

Except as provided in Paragraph 5.A, any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to Township: Upper Uwchlan Township
 Attention: Manager
 140 Pottstown Pike

Chester Springs, PA 19425
 Email: cvargo@upperuwchlan.org
 (610) 458-9400

With a copy to: Buckley, Brion, McGuire & Morris, LLP
 Attn. Kristin S. Camp, Esquire
 118 W. Market Street, Suite 300
 West Chester, Pennsylvania 19382
 Email: kcamp@buckleyllp.com
 (610) 436-4400

If to Owner: Byers Commercial LP
 Attention: Michael Downs
 250 Gibraltar Road
 Horsham, PA 19044
 Email: mdowns@tollbrothers.com
 (215) 938-8000

With a copy to: Riley Riper Hollin & Cola Greco
 Attn.: Alyson M. Zarro, Esquire
 717 Constitution Drive, Suite 201
 P.O. Box 1265
 Exton, PA 19341
alyson@rrhc.com
 (610) 458-4400

All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

10. **Miscellaneous Provisions.**

A. Recording. This Agreement shall be recorded by the Township at its expense in the Office of the Recorder of Deeds for Chester County, Pennsylvania.

B. Waiver. No waiver by either party of any breach or default on the part of the other of any terms, covenants, or conditions of this Agreement shall be deemed or construed to constitute a waiver of any subsequent similar breach or default.

C. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement,

unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

D. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Township and Owner.

E. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

F. Integration. This Agreement, together with the Exhibits attached hereto, each of which is incorporated herein by this reference, set forth the entire agreement among the parties with respect to the subject matter hereof.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Assignment. The Township may assign its right under this Agreement without the consent of Owner to an entity that is performing the Road Widening provided that notice of the assignment is promptly provided to Owner and the proposed assignee agrees to assume all obligations of the Township which are imposed herein.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

UPPER UWCHLAN TOWNSHIP

ATTEST:

Kevin C. Kerr, Chairman

Jamie W. Goncharoff, Vice Chairman

Guy A. Donatelli, Member

BYERS COMMERCIAL LP, a Pennsylvania limited partnership

By: Byers Commercial LLC, a Delaware limited liability company, its general partner

By its Members:

Member:

TOLL PA II, L.P., a Pennsylvania limited partnership

By: **TOLL PA GP CORP.**,
a Pennsylvania corporation and its General Partner

By:

Name: Christopher Kopitzky
Title: Vice President

SS

COUNTY OF CHESTER

•

•

On this, the _____ day of _____, 20____, before me, the undersigned officer, personally appeared, Kevin C. Kerr, Jamie W. Goncharoff and Guy A. Donatelli, who acknowledged themselves to be the Chairman and members of the Board of Supervisors of Upper Uwchlan Township and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER :

On this, the 12th day of November, 2017, before me, the undersigned officer, personally appeared Christopher Kopitsky, Vice President of TOLL PA GP CORP., a Pennsylvania corporation, the general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, the member of Byers Commercial LLC, a Delaware limited liability company, the general partner of Byers Commercial LP, a Pennsylvania limited partnership, who executed the within instrument for the purposes therein contained.

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

Kathleen M Reinhardt
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/9/21

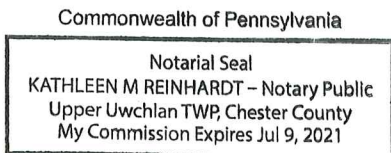
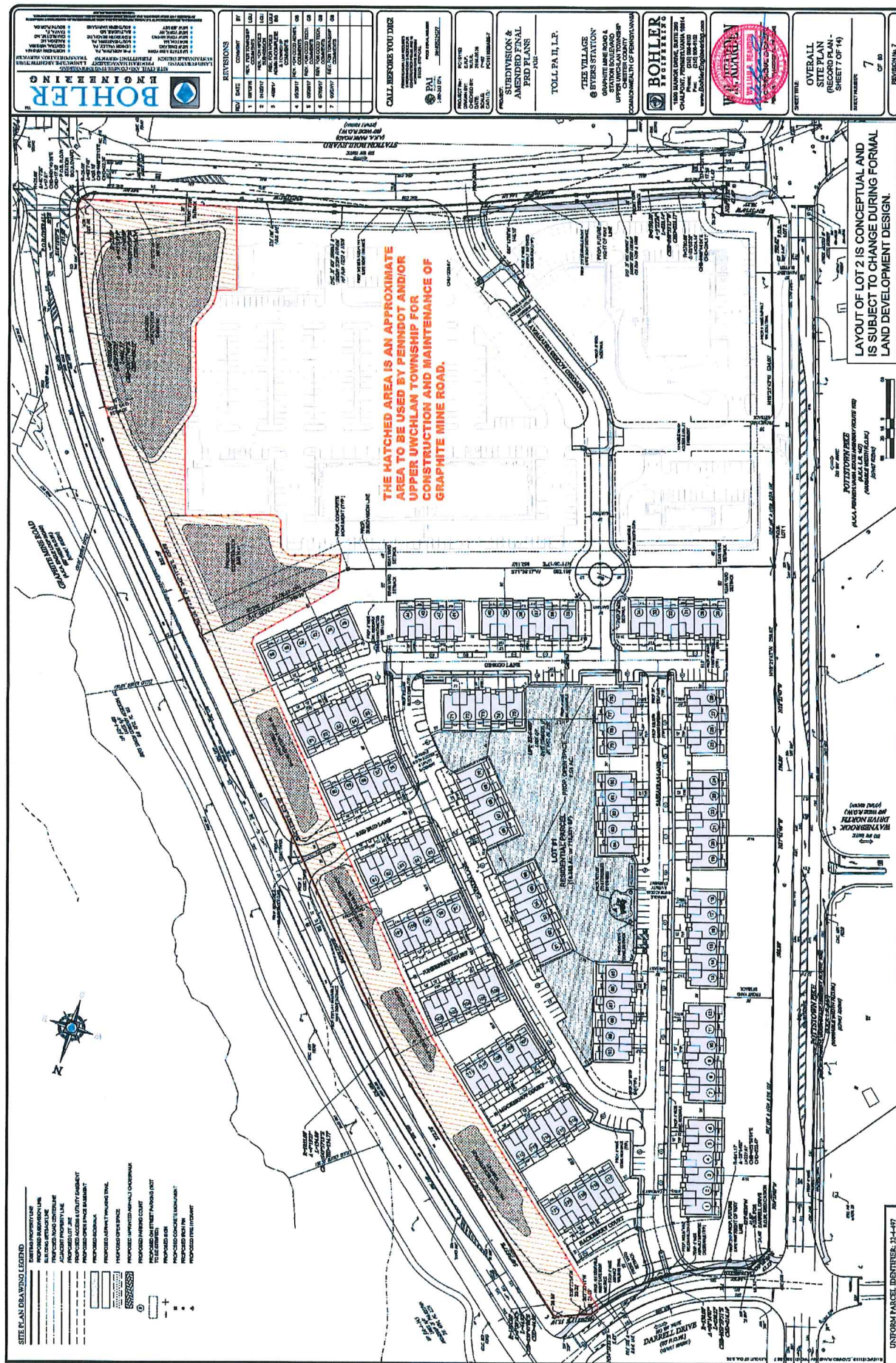


EXHIBIT "A"



PREPARED BY & RETURN TO:
 Riley Riper Hollin & Colagreco
 Attn.: Alyson M. Zarro, Esquire
 717 Constitution Drive
 Suite 201
 Exton, PA 19341
 610-458-4400

UPI No. Road Right-of-Way

DEED OF DEDICATION
ROAD RIGHT-OF-WAY

THIS DEED OF DEDICATION, made this ____ day of _____, 2017, by and between **BYERS COMMERCIAL LP**, a Pennsylvania limited partnership with an address of 250 Gibraltar Road, Horsham, Pennsylvania 19044 of the one part (hereinafter called "Grantor"); and

UPPER UWCHLAN TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner of a certain tract of ground located in Upper Uwchlan Township, Chester County, Pennsylvania (the "Property"), which it intends to subdivide into two lots, in order to develop a residential development on one of the lots in accordance with a plan entitled "Byers Station Subdivision and Amended Final PRD Plans Parcel 5-C 'The Village at Byers Station'" prepared by Bohler Engineering dated May 20, 2016 and last revised December 6, 2017 which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____ (the "Plan") and to develop a commercial development on the other lot; and

WHEREAS, the Plan provides for dedication to Grantee of additional right-of-way of Station Boulevard to Grantee pursuant to the Plan.

WITNESSETH:

NOW, THEREFORE, that the said Grantor, for and in consideration of One Dollar (\$1.00), as well as the advantage to it accruing, as well as for divers and other considerations affecting the public welfare which it seeks to advance, has granted, bargained, dedicated and

conveyed, and by these presents does grant bargain, dedicated and conveyed unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN road right-of-way described in Exhibit "A" attached hereto and made a part hereof and shown on Exhibit "B" attached hereto and made a part hereof, identified as Station Boulevard.

TO HAVE AND TO HOLD, the said road right-of-way above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for public road right-of-way and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said roads had been opened by a Decree of the Chester County Court of Common Pleas, after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania.

UNDER AND SUBJECT, nevertheless, to:

(1) Grantee expressly acknowledges and agrees that the minimum setback from the street/front yard required from the Station Boulevard right-of-way on the parcel identified as the "Lot #2 – Commercial Parcel" on the Plan ("Commercial Parcel") for purposes of development shall be measured from the street right-of-way line existing prior to dedication of the additional Station Boulevard right-of-way described in Exhibit "A" attached hereto ("Additional Right-of-Way") and the total Commercial Parcel area shall be 13.439 acres for purposes of development ("Parcel Area"), that the Commercial Parcel may be developed utilizing the setback from street/front yard identified on the Plan and Parcel Area as shown on the Plan, and that the conveyance of the Additional Right-of-Way by Grantor to Grantee is in no way intended to impair or diminish the development rights otherwise applicable to the Commercial Parcel had the conveyance not occurred.

(2) Any covenants, conditions, restrictions and easements of record.

AND the Grantor, for itself, its successors and assigns, does by these presents confirm, promise and agree to and with the Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, will at any time hereafter ask, demand or recover or receive of or from the Grantee, its successors and assigns, any sums or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established.

AND FURTHER, that the said Grantor, for itself, and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the public improvements above-described, conveyed by the Grantor to the said Grantee by this Deed, against the said Grantor, its successors and assigns, and against any and all person or persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said Grantor, or it, them, or any of them, shall and will forever WARRANT AND DEFEND.


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer the day and year above written.

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

ATTEST:

By: _____
Name:
Title:

By: 
Name: Christopher Kapitsky
Title: Vice President

ACCEPTED by Upper Uwchlan Township on _____, 2017.

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Name:
Title:

I hereby certify that the address of the within named Grantee is:

140 Pottstown Pike
Chester Springs, PA 19425

On behalf of the Grantee

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER) SS.

On the 14th day of November, 2017, before me, a Notary Public in and for the above County and State, personally appeared Christopher Kopitzky, who acknowledged him/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, member of BYERS COMMERCIAL LLC, a Delaware limited liability company, general partner of BYERS COMMERCIAL LP, a Pennsylvania limited partnership and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Kathle M Reinhardt
Notary Public

My Commission Expires: 7/9/21

Commonwealth of Pennsylvania

Notarial Seal
KATHLEEN M REINHARDT – Notary Public
Upper Uwchlan TWP, Chester County
My Commission Expires Jul 9, 2021

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER) SS.

On the _____ day of _____, 2017, before me, a Notary Public in and for the above County and State, personally appeared _____, who acknowledged him/herself to be the _____ of the Upper Uwchlan Township Board of Supervisors, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

EXHIBIT "A"



CONTROL POINT
ASSOCIATES, INC.
traditional methods | modern approaches

th
ANNIVERSARY

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

Packet Page 253

September 26, 2017
02-150290-00

METES AND BOUNDS DESCRIPTION
AREA OF STATION BOULEVARD TO BE DEDICATED
PART OF UPI #32-4-497
LANDS NOW OR FORMERLY
TOLL PA II, L.P.
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT OF CURVATURE ON AN ARC OF A CIRCLE CONNECTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATION BOULEVARD (A.K.A. PARK ROAD, 60 FOOT WIDE RIGHT-OF-WAY, 70 FOOT WIDE ULTIMATE RIGHT-OF-WAY) AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GRAPHITE MINE ROAD (A.K.A. EAGLE LOOP ROAD, 90 FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING DISTANT ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 40 DEGREES - 07 MINUTES - 26 SECONDS, AN ARC LENGTH OF 17.51 FEET, A CHORD BEARING SOUTH 01 DEGREES - 45 MINUTES - 36 SECONDS WEST AND A CHORD DISTANCE OF 17.15 FEET FROM THE NORTHWESTERLY TERMINUS ON GRAPHITE MINE ROAD (A.K.A. EAGLE LOOP ROAD, 90 FOOT WIDE RIGHT-OF-WAY) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATION BOULEVARD:

1. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES - 07 MINUTES - 48 SECONDS, AN ARC LENGTH OF 23.18 FEET, A CHORD BEARING SOUTH 48 DEGREES - 23 MINUTES - 13 SECONDS WEST AND A CHORD DISTANCE OF 22.36 FEET TO A POINT OF TANGENCY, THENCE;
2. SOUTH 74 DEGREES - 57 MINUTES - 07 SECONDS WEST, A DISTANCE OF 367.00 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 1667.00 FEET, A CENTRAL ANGLE OF 07 DEGREES - 45 MINUTES - 01 SECONDS, AN ARC LENGTH OF 225.49 FEET, A CHORD BEARING SOUTH 71 DEGREES - 04 MINUTES - 36 SECONDS WEST AND A CHORD DISTANCE OF 225.32 FEET TO A POINT OF TANGENCY, THENCE;
4. SOUTH 67 DEGREES -12 MINUTES - 05 SECONDS WEST, A DISTANCE OF 146.10 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 3790.00 FEET, A CENTRAL ANGLE OF 03 DEGREES - 22 MINUTES - 24 SECONDS, AN ARC LENGTH OF 223.14 FEET, A CHORD BEARING SOUTH 68 DEGREES - 53 MINUTES - 17 SECONDS WEST AND A CHORD DISTANCE OF 223.11 FEET TO A POINT, THENCE;
6. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATION BOUELVARD, NORTH 16 DEGREES - 21 MINUTES - 32 SECONDS WEST, A DISTANCE OF 11.43 FEET TO A POINT ON THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF STATION BOULEVARD, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07059 Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF STATION BOULEVARD:

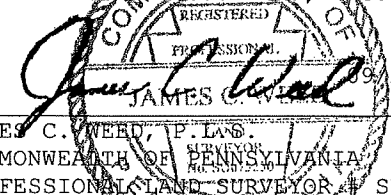
7. NORTH 74 DEGREES - 57 MINUTES - 51 SECONDS EAST, A DISTANCE OF 17.86 FEET TO A POINT OF CURVATURE, THENCE;
8. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 3780.00 FEET, A CENTRAL ANGLE OF 03 DEGREES - 05 MINUTES - 39 SECONDS, AN ARC LENGTH OF 204.14 FEET, A CHORD BEARING NORTH 68 DEGREES - 44 MINUTES - 54 SECONDS EAST AND A CHORD DISTANCE OF 204.11 FEET TO A POINT OF TANGENCY, THENCE;
9. NORTH 67 DEGREES - 12 MINUTES - 05 SECONDS EAST, A DISTANCE OF 146.10 FEET TO A POINT OF CURVATURE, THENCE;
10. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1677.00 FEET, A CENTRAL ANGLE OF 07 DEGREES - 45 MINUTES - 01 SECONDS, AN ARC LENGTH OF 226.84 FEET, A CHORD BEARING NORTH 71 DEGREES - 04 MINUTES - 36 SECONDS EAST AND A CHORD DISTANCE OF 226.67 FEET TO A POINT OF TANGENCY, THENCE;
11. NORTH 74 DEGREES - 57 MINUTES - 07 SECONDS EAST, A DISTANCE OF 387.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 9,771 SQUARE FEET OR 0.224 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION & FINAL PRD PLANS FOR BYERS RESIDENTIAL ACQUISITION, L.P. & BYERS RETAIL ACQUISITION, L.P., THE VILLAGE @ BYERS STATION, GRAPHITE MINE ROAD & STATION BOULEVARD, UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, OVERALL RECORD PLAN (RECORD PLAN - SHEET 4 OF 14)", PREPARED BY BOHLER ENGINEERING, DATED 5/20/2016, REVISION NO. 6, DATED 7/5/2017, PROJECT NO. PC151192, SHEET 4 OF 60.

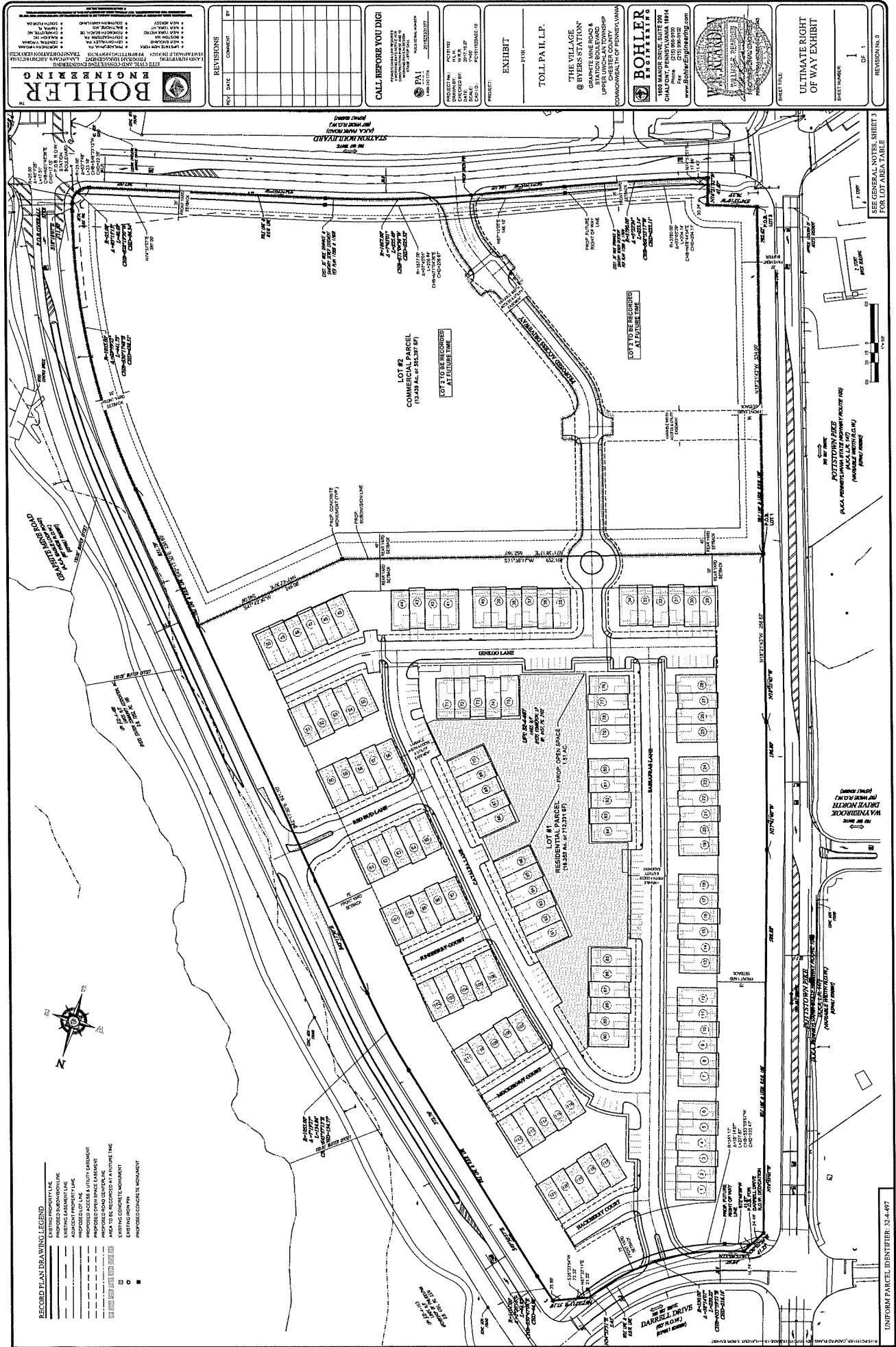
CONTROL POINT ASSOCIATES, INC.


JAMES C. WEED, P.L.S.
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU075250
DATE 09/26/2017

S:\15\02-150290-BEI-BPG-ByersStation-ChesterSprings-PA-JAA\M&B\9-26-17\M&B_ROW 1_9.26.2017.docx

PREPARED BY: JAA
REVIEWED BY: JAC

EXHIBIT "B"



PREPARED BY & RETURN TO:
 Riley Riper Hollin & Colagreco
 Attn.: Alyson M. Zarro, Esquire
 717 Constitution Drive
 Suite 201
 Exton, PA 19341
 610-458-4400

UPI No. Road Right-of-Way

DEED OF DEDICATION
ROAD RIGHT-OF-WAY

THIS DEED OF DEDICATION, made this ____ day of _____, 2017, by and between **BYERS COMMERCIAL LP**, a Pennsylvania limited partnership with an address of 250 Gibraltar Road, Horsham, Pennsylvania 19044 of the one part (hereinafter called "Grantor"); and

UPPER UWCHLAN TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner of a certain tract of ground located in Upper Uwchlan Township, Chester County, Pennsylvania (the "Property") on which it intends to develop a residential development in accordance with a plan entitled "Byers Station Subdivision and Amended Final PRD Plans Parcel 5-C 'The Village at Byers Station'" prepared by Bohler Engineering dated May 20, 2016 and last revised December 6, 2017 which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____ (the "Plan"); and

WHEREAS, the Plan provides for dedication to Grantee of additional right-of-way of Darrell Drive to Grantee pursuant to the Plan.

WITNESSETH:

NOW, THEREFORE, that the said Grantor, for and in consideration of One Dollar (\$1.00), as well as the advantage to it accruing, as well as for divers and other considerations affecting the public welfare which it seeks to advance, has granted, bargained, dedicated and conveyed, and by these presents does grant bargain, dedicated and conveyed unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN road right-of-way described in Exhibit "A" attached hereto and made a part hereof and shown on Exhibit "B" attached hereto and made a part hereof, identified as Darrell Drive.

TO HAVE AND TO HOLD, the said road right-of-way above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for public road right-of-way and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said roads had been opened by a Decree of the Chester County Court of Common Pleas, after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania.

UNDER AND SUBJECT, nevertheless, to:

(1) Grantee expressly acknowledges and agrees that the minimum setback from the street/front yard required from the Darrell Drive right-of-way on the parcel identified as the "Lot #1 – Residential Parcel" on the Plan ("Residential Parcel") for purposes of development shall be measured from the street right-of-way line existing prior to dedication of the additional Darrell Drive right-of-way described in Exhibit "A" attached hereto ("Additional Right-of-Way") and the total Residential Parcel area shall be 16.353 acres for purposes of development ("Parcel Area"), that the Residential Parcel may be developed utilizing the setback from street/front yard and Parcel Area pursuant to the Plan or any modification thereof, and that the conveyance of the Additional Right-of-Way by Grantor to Grantee is in no way intended to impair or diminish the development rights otherwise applicable to the Residential Parcel had the conveyance not occurred.

(2) Any covenants, conditions, restrictions and easements of record.

AND the Grantor, for itself, its successors and assigns, does by these presents confirm, promise and agree to and with the Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, will at any time hereafter ask, demand or recover or receive of or from the Grantee, its successors and assigns, any sums or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established.

AND FURTHER, that the said Grantor, for itself, and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the public improvements above-described, conveyed by the Grantor to the said Grantee by this Deed, against the said Grantor, its successors and assigns, and against any and all person or persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said Grantor, or it, them, or any of them, shall and will forever WARRANT AND DEFEND.

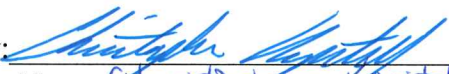
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer the day and year above written.

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

ATTEST:

By: _____
Name:
Title:

By: 
Name: Christopher Hopitsky
Title: Vice President

ACCEPTED by Upper Uwchlan Township on _____, 2017.

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Name:
Title:

I hereby certify that the address of the within named Grantee is:

140 Pottstown Pike
Chester Springs, PA 19425

On behalf of the Grantee

ACKNOWLEDGMENT

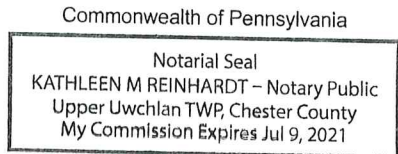
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER) SS.

On the 14th day of November, 2017, before me, a Notary Public in and for the above County and State, personally appeared Christopher Kapitky, who acknowledged him/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, member of BYERS COMMERCIAL LLC, a Delaware limited liability company, general partner of BYERS COMMERCIAL LP, a Pennsylvania limited partnership and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Kathleen M. Reinhardt
Notary Public

My Commission Expires: 7/9/21



Packet Page 260

5

EXHIBIT "A"



CONTROL POINT
ASSOCIATES, INC.
traditional methods | modern approaches

th
ANNIVERSARY

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

Packet Page 261

September 26, 2017
02-150290-00

METES AND BOUNDS DESCRIPTION
AREA OF DARRELL DRIVE TO BE DEDICATED
PART OF UPI #32-4-497
LANDS NOW OR FORMERLY
TOLL PA II, L.P.
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE SOUTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF DARRELL DRIVE (60 FOOT WIDE RIGHT-OF-WAY, 70 FOOT WIDE ULTIMATE RIGHT-OF-WAY), SAID POINT BEING DISTANT NORTH 30 DEGREES - 02 MINUTES - 56 SECONDS EAST, A DISTANCE OF 24.49 FEET FROM THE INTERSECTION WITH THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF POTTSTOWN PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 100, L.R. 147, VARIABLE WIDTH LEGAL RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DARRELL DRIVE:

1. NORTH 30 DEGREES - 02 MINUTES - 56 SECONDS EAST, A DISTANCE OF 16.74 FEET TO A POINT, THENCE;
2. NORTH 73 DEGREES - 06 MINUTES - 55 SECONDS EAST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 38 DEGREES - 14 MINUTES - 07 SECONDS, AN ARC LENGTH OF 220.22 FEET, A CHORD BEARING NORTH 53 DEGREES - 59 MINUTES - 51 SECONDS EAST AND A CHORD DISTANCE OF 216.16 FEET TO A POINT OF TANGENCY, THENCE;
4. NORTH 34 DEGREES - 53 MINUTES - 31 SECONDS EAST, A DISTANCE OF 5.45 FEET TO A POINT, THENCE;
5. NORTH 67 DEGREES - 32 MINUTES - 11 SECONDS EAST, A DISTANCE OF 21.22 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF DARRELL DRIVE:

6. SOUTH 35 DEGREES - 33 MINUTES - 54 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A POINT OF CURVATURE, THENCE;
7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 341.17 FEET, A CENTRAL ANGLE OF 38 DEGREES - 14 MINUTES - 07 SECONDS, AN ARC LENGTH OF 227.67 FEET, A CHORD BEARING SOUTH 53 DEGREES - 59 MINUTES - 51 SECONDS WEST AND A CHORD DISTANCE OF 223.47 FEET TO A POINT OF TANGENCY, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07059 Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services

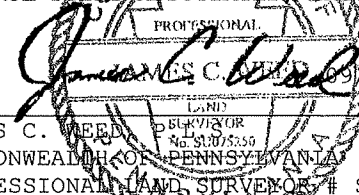
8. SOUTH 72 DEGREES - 45 MINUTES - 39 SECONDS WEST, A DISTANCE OF 41.87 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,066 SQUARE FEET OR 0.070 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION & FINAL PRD PLANS FOR BYERS RESIDENTIAL ACQUISITION, L.P. & BYERS RETAIL ACQUISITION, L.P., THE VILLAGE @ BYERS STATION, GRAPHITE MINE ROAD & STATION BOULEVARD, UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, OVERALL RECORD PLAN (RECORD PLAN - SHEET 4 OF 14)", PREPARED BY BOHLER ENGINEERING, DATED 5/20/2016, REVISION NO. 6, DATED 7/5/2017, PROJECT NO. PC151192, SHEET 4 OF 60.

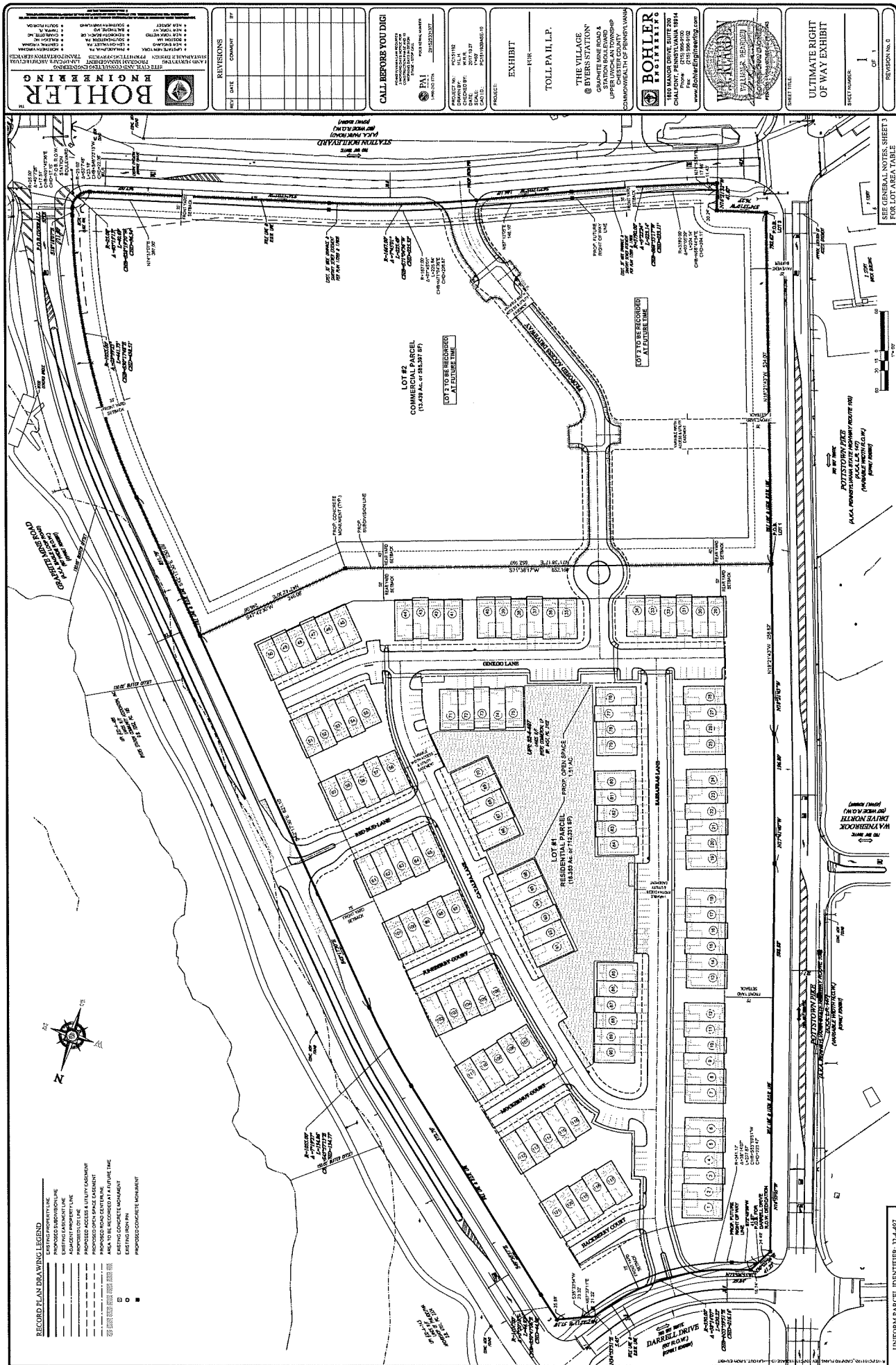
CONTROL POINT ASSOCIATES, INC.


JAMES C. WEED
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU075250
DATE 9/26/2017

S:\15\02-150290-BEI-BPG-ByersStation-ChesterSprings-PA-JAA\M&B\9-26-17\M&B_ROW 2_9.26.2017.docx

PREPARED BY: JAA
REVIEWED BY: JAC

EXHIBIT "B"





UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Upper Uwchlan Board of Supervisors
Cary Vargo, Township Manager

FROM: Shanna Lodge, Assistant Township Manager

SUBJECT: PECO Green Region Grant

DATE: December 12, 2017

Attached for your review is a Resolution that will be before the Board for approval on December 18. The resolution approves the submission of an application for funding through the 2017 PECO Green Region grant. The program "awards grants for efforts to preserve, protect and improve open space in southeastern Pennsylvania." The Resolution also commits the 50% matching funds required by the grant administrator. The total cost of the project is estimated to be \$11,600. The match amount of \$5,800 is included in the 2018 budget.

The grant application was prepared by Chris Foster, a member of the Township Park and Recreation Board. The application outlines the project to be funded by the grant: trail and signage enhancement at Upland Farms. This includes engaging a consultant to map the trails at the park and design both handheld maps and a map of the trails for the park entrance. It also includes funding for the design and install of additional trail signage and seating. The application is also attached for your review.

I would respectfully request that the BOS approve this resolution so that the application can be submitted by the December 31, 2017 deadline.



UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

WHEREAS, the Township of Upper Uwchlan desires to undertake the Upland Farms Trails and Signage Enhancement project; and

WHEREAS, the Township of Upper Uwchlan desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

WHEREAS, the Township of Upper Uwchlan has received and understands the 2017 PECO Green Region Open Space Program Guidelines.

THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Upper Uwchlan Township hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of \$5,800, and

BE IT FURTHER RESOLVED, THAT, if the application is granted, the Township of Upper Uwchlan commits to the expenditure of matching funds in the amount of \$5,800 necessary for the project's success.

RESOLVED AND APPROVED THIS 18TH DAY OF DECEMBER 2017.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Kevin C. Kerr, Chair

Jamie W. Goncharoff, Vice-Chair

Guy A. Donatelli, Supervisor

ATTEST:

By: _____
Gwen A. Jonik, Township Secretary



2017 APPLICATION FORM

Applications must be postmarked no later than December 31, 2017

This application form must be completed and submitted as is; it may not be reformatted in any way, although additional materials may be attached.

APPLICANT INFORMATION:

Municipality/Nonprofit/Authority Upper Uwchlan Township

County Chester

Address 140 Pottstown Pike, Chester Springs, PA 19425

Contact Person Shanna Lodge **Title** Assistant Township Manager

Phone (610) 458-9400 **Fax** _____

E-Mail slodge@upperuwchlan-pa.gov

PROJECT TITLE: Upland Farms Trails and Signage Enhancement Project

TYPE OF PROJECT:

☐ Planning ☒ Trails ☒ Improvements
☐ Acquisition ☐ Stewardship ☒ Signage ☐ Other

[You may type the answers below the question or attach separate sheets]

1. PROVIDE A BRIEF DESCRIPTION OF THE PROJECT: *Maps, site plans (no larger than 11" x 17") and photos are encouraged.*

This project aims to increase use and appreciation of Upper Uwchlan Township's only passive recreation area, Upland Farms Park, by trail mapping and wayfinding signage. Project tasks include:

- 1) Engage consultants to design and generate maps of Upland Farms park facilities and trails, including:*
 - a) Approx. 4' x 4' park map located at parking lot.*
 - b) Printable PDF style map to be provided on Township website.*

Note: The intent is that the format and style designed for Upland Farms maps and signs will be used as the standard template to be used at other trails and parks in Upper Uwchlan Township.

- 2) Design and build signs (including distance marks, directions) to be installed along existing hard surface and nature trails.*
 - 3) Installation of trail map and signs at Upland Farms.*
 - 4) Install approx. 4 picnic tables at various locations in park (existing seating benches are present but no tables exist).*
- Please see Figures A,B,C appended to end of this application for more details.*

2. PROJECT BUDGET: Examples: land cost, title insurance, design consultant fees, etc. Include all expenses, even if not requesting reimbursement.

<i>Expense Item</i>	<i>Total Cost</i>	<i>Amount to be funded by Green Region</i>
Consultant fees to design standard format and style for signs and maps, & generate maps of Upland Farms.	\$4,500	\$2,250
Manufacture of signage and 4'x4' park map	\$2,500	\$1,250
Installation of signs and picnic benches	\$2,200	\$1,100
Picnic benches (4 @ \$600 each)	\$2,400	\$1,200

Total Project Cost \$11,600

TOTAL REQUEST FROM PECO GREEN REGION
(Not to exceed 50% of total project cost; maximum of \$10,000.)

\$5,800

3. MATCHING FUNDS: Must be cash; in-kind services are not acceptable. Total matching funds must be no less than amount requested in Section 2 above.

<i>Source</i>	<i>Pending/In-hand</i>	<i>Amount</i>
Upper Uwchlan Township	\$0 / \$ 5,800	\$5,800

Total Matching Funds \$5,800

4. LIST ALL PARTNERS (other than specified in Section 3 above) AND THEIR COMMITMENT TO THE PROJECT (i.e., cash or grant amount, type of in-kind service/contribution or other)

<i>Partner</i>	<i>Type of contribution</i>	<i>Pending/In-hand</i>	<i>Amount</i>
NONE			

5. PLEASE ANSWER THE FOLLOWING:

a) Describe the PASSIVE recreation (walking, canoeing, bird-watching, etc.), park and/or conservation needs of your municipality. How does this proposal address those needs?

Upland Farms Park is the only passive recreation park/facility in Upper Uwchlan Township. The park was officially opened in May 2017, and currently no map of the park or trails exists either at the park itself or in electronic format. This project will provide residents with awareness of the park facilities and increase use and appreciation of the park. Provision of picnic benches will expand utility of the park.

b) Will this project be part of a multi-municipal trail or greenway? If not, will citizens of neighboring communities benefit from the plan?

Upland Farms Park is open to all members of the public from all townships. It is planned that the trails at Upland Farms will be connected to the regional trail network as a future project.

c) If the project involves land or conservation easement acquisition, please describe the site, why its permanent protection is important, and how public access will be accommodated.

No land or conservation easement acquisition is involved in this project. The park is currently open to the public.

6. FOR PRIOR AWARD GRANTEES, PLEASE PROVIDE THE FOLLOWING: Please complete the below for ALL grant awards received; add more sections if needed.

a) Year application was submitted: ^{N/A} _____

b) Name of project: ^{N/A} _____

c) Amount of award: \$ ^{N/A} _____

d) Date Final Report was submitted: ^{N/A} _____

e) How has PECO's contribution been acknowledged? N/A

a) Year application was submitted: ^{N/A} _____

b) Name of project: ^{N/A} _____

c) Amount of award: \$ ^{N/A} _____

d) Date Final Report was submitted: ^{N/A} _____

e) How has PECO's contribution been acknowledged? N/A

7. REQUIRED ATTACHMENTS:

For municipalities: A resolution showing that the municipality's officials have approved the project and any additional expenditure of funds necessary for its success (see sample document).

For incorporated nonprofit neighborhood organizations and regional recreation authorities:

- a)*** A board resolution or a letter from the executive director/president stating approval of the project and commitment to any additional expenditure of funds necessary for its success (see sample document).
- b)*** Proof of nonprofit incorporated status (IRS Determination Letter).

8. SUBMITTAL:

Please submit ten (10) copies of the application and all attachments, one of which shall be unbound in any way (except to be clipped together).

Please note attachments are not to be larger than 11" x 17".

Please forward all applications to:

Patrick Gardner, Administrator
PECO Green Region Program
c/o Natural Lands
1031 Palmers Mill Road
Media, PA 19063
610-353-5587 x 211
pgardner@natlands.org

Figure A: Map of Upland Farms Park with sample of suggested trail and signage improvements

Yellow line – Paved Trail
Red Line – Unpaved Trail
Blue Dot – Bench

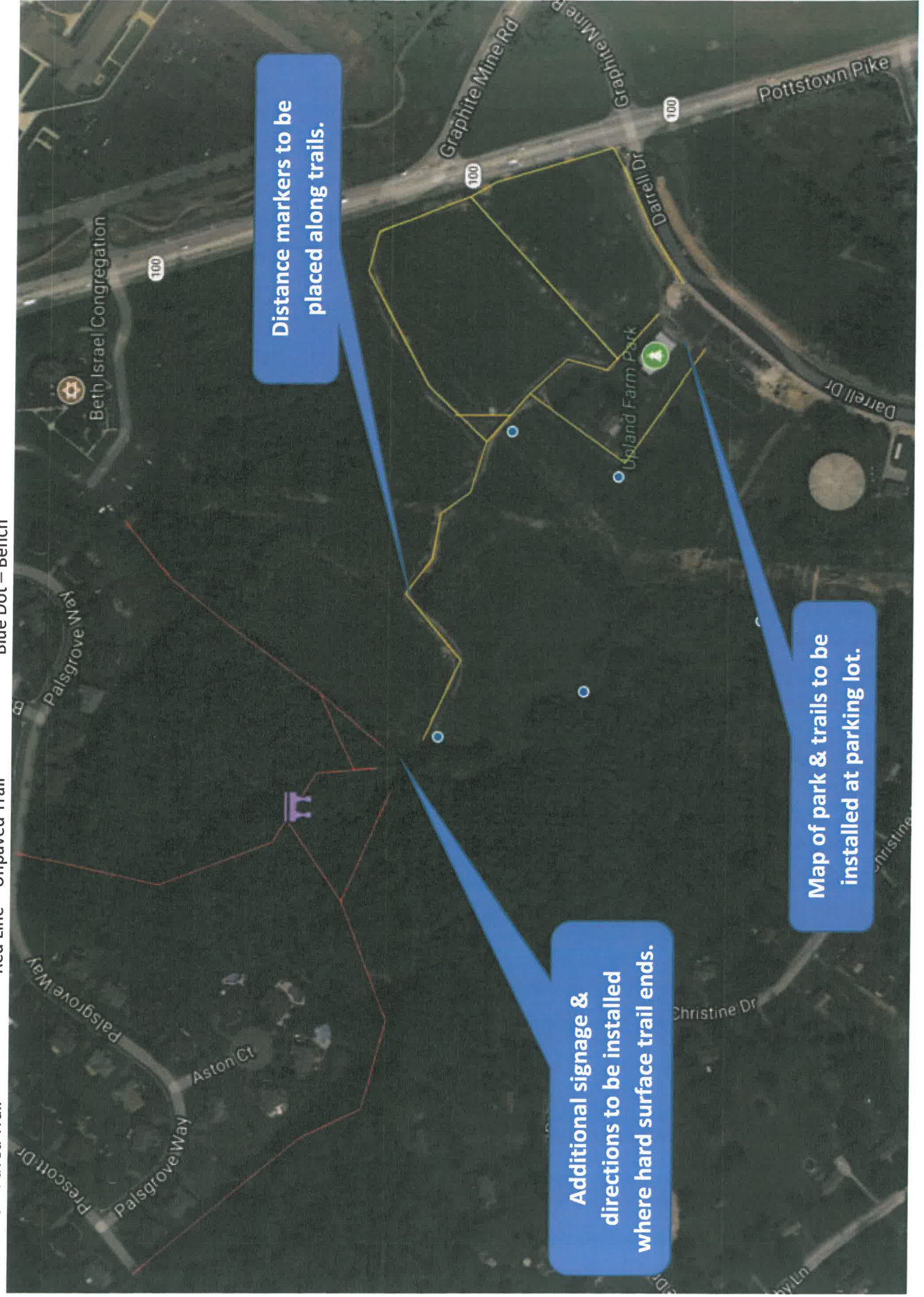
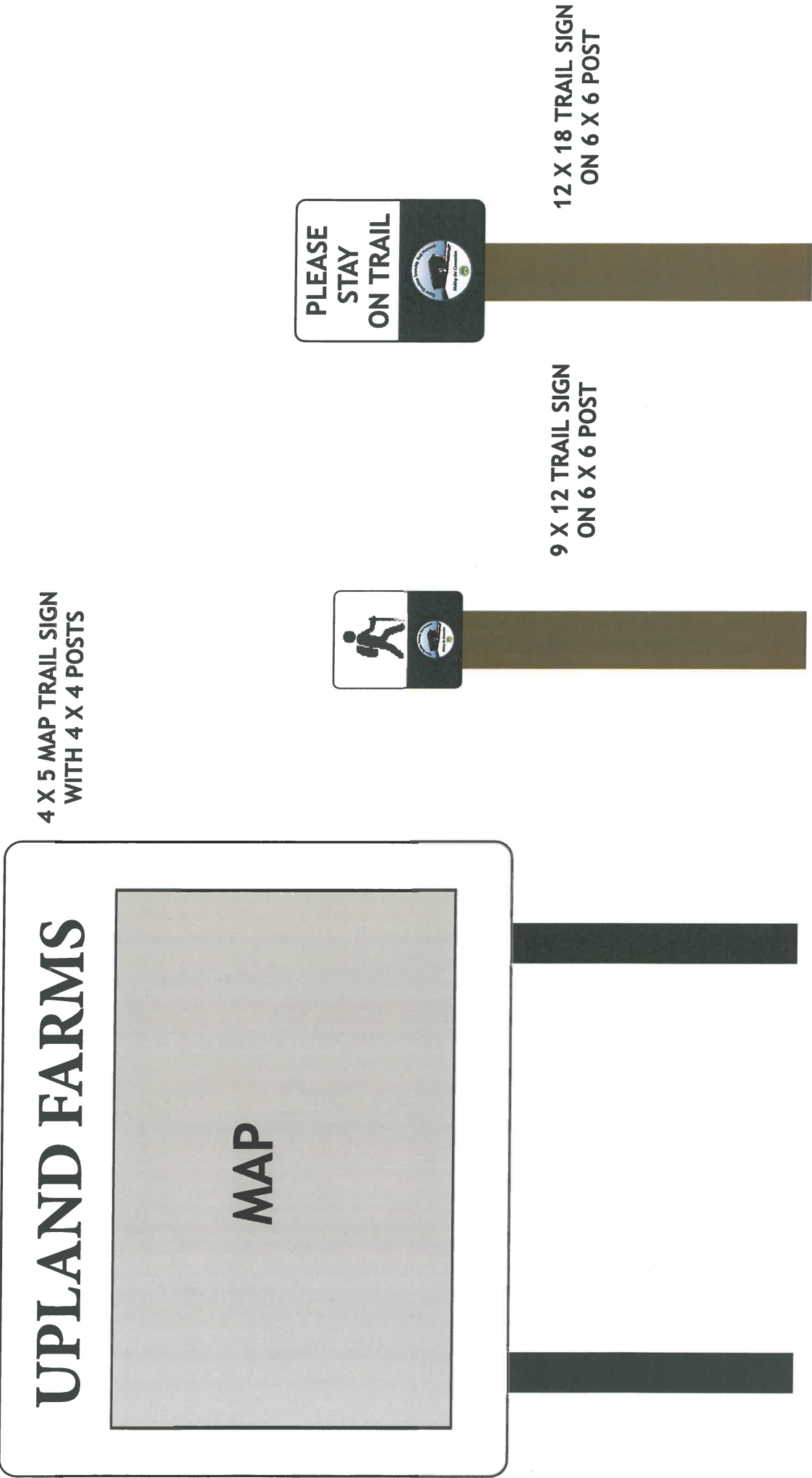


FIGURE B: Photograph of Upland Farms

The photo shows that no map of the park and trails currently exists at the site. The hard surface trails are on either side of the building and behind the building.



Figure C: Sample of suggested signs provided by local sign maker (Marsh Creek Signs)





UPPER UWCHLAN TOWNSHIP

MEMORANDUM

Packet Page 273

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: 2018 Budget Adoption – All Funds

DATE: December 13, 2017

The 2018 budget, all funds, stands at \$10,295,773. The budget has been duly advertised as required by Second Class Township Code and has been on the Township's website and available at the Township building for public review. A quick highlight of the budget: No change in tax millage or solid waste and recycling fees, no change in healthcare costs, the additional of one (1) uniformed FTE in July, 2018, major capital projects include the construction of the Park Road Re-Construction and Trail, construction of the Eagle Village Park, continued improvement of the Upland Farms Board, and design of a Township building expansion.

Thank you to Jill and all of our department heads and staff who were involved in the budget process, as always well done!

I would respectfully request that the BOS authorize adoption of the 2018 Budget, all funds, in the amount of \$10,295,773

BUDGET SUMMARY ON FOLLOWING PAGE

2018 Budget – All Funds

Fund	2017 Budget	2018 Budget	+/- (%)
General Fund	\$5,550,754	\$5,956,041	7.3%
Capital Reserve Fund*	\$1,963,178	\$2,239,514	14.8%
Solid Waste Fund	\$834,679	\$871,590	4.4%
Water Resource Protection Fund	\$240,617	\$240,617	-
Liquid Fuels Fund	\$369,000	\$552,462	49.7%
ACT 209 Traffic Impact Fee Fund	\$0	\$0	-
Sewer Fund	\$440,649	\$435,549	(1.2%)
Total All Budgets	\$9,398,877	\$10,295,773	9.5%



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

Packet Page 275

WHEREAS, the Board of Supervisors of Upper Uwchlan Township has developed an Operating Budget for calendar year 2018, and

WHEREAS, the Township Board of Supervisors wishes to formally accept and present the Township's Operating Budget to commence January 1, 2018 and end December 31, 2018 and establish the Millage Rate for 2018,

NOW, THEREFORE, be it resolved, Upper Uwchlan Township's 2018 Budget is adopted as follows:

General Fund	\$5,956,041
Capital Reserve Fund	\$2,239,514
Solid Waste Fund	\$871,590
Water Resource Protection Program	\$240,617
Liquid Fuels Fund	\$552,462
Act 209 Traffic Impact Fund	\$0
Sewer Fund	\$435,549
TOTAL	\$10,295,773

NOW, THEREFORE, be it resolved, the Township's 2018 Millage Rate is established at **1.034** mils, consisting of **.784** mils for General Purposes and **.25** mils for Emergency Services; and the Township's 2017 Hydrant Tax is established at **.087** mils.

HEREBY RESOLVED and ADOPTED, this 18th day of December, 2017.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Kevin C. Kerr, Chair

Jamie W. Goncharoff, Vice Chair

ATTEST:

Guy A. Donatelli, Member

Gwen A. Jonik, Township Secretary



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Pension Plan Contribution Rates – Uniformed & Non-Uniformed Plans

DATE: December 13, 2017

Annually, the Township is required to establish and set the employee contribution rate into the respective Defined Benefit pension plans as well as the non-uniformed defined contribution plan. **I would respectfully request that the BOS move to approve the attached resolutions setting the employee contribution rate for the Police Pension Plan at 5% and 5% for the non-uniformed defined benefit and defined contribution pension plans.**

Pension Plan Employee Contribution Rate - 2018

Police – 5% of Salary (this includes the Chief of Police).

Non-Uniformed Employees – 5% of Salary



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

Packet Page 277

A RESOLUTION ESTABLISHING THE POLICE OFFICERS' CONTRIBUTIONS TO THE UNIFORMED EMPLOYEE PENSION PLAN FOR CALENDAR YEAR 2018

WHEREAS, Upper Uwchlan Township adopted Ordinance #07-04, establishing a Pension Plan ("Plan") for its Uniformed Employees (Police Officers), and

WHEREAS, Upper Uwchlan Township is required to annually define the rate at which members shall contribute to the Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Upper Uwchlan Township Uniformed Employee Pension Plan employee contribution rate for 2018 is defined as five percent (5%) of Salary, with Salary defined in the Plan (Section 1.18) as:

"Earnings including base pay, longevity pay, night differential pay (if any), overtime pay and pick-up contributions (i.e. W-2 wages) pursuant to Section 414(h) of the Internal Revenue Code, but shall exclude reimbursement expenses or payments in lieu of expenses, non-salary compensation including, but not limited to, fringe benefits provided by the Municipality and any other allowances paid by the Municipality, i.e. uniform allowance, medical reimbursement. Salary shall include any elective salary deferrals made by the Member pursuant to Section 457 or 125 of the Internal Revenue Code."

RESOLVED THIS 18th day of December, 2017.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Kevin C. Kerr, Chair

Jamie W. Goncharoff, Vice-Chair

Guy A. Donatelli, Member

ATTEST:

Gwen A. Jonik, Township Secretary



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

Packet Page 278

WHEREAS, Upper Uwchlan Township adopted Ordinances #06-02, establishing a Defined Benefit Pension Plan ("Plan") for its full-time non-uniformed employees, and #2010-02, amending definitions within the Plan and with Ordinance 2015-09 established a Defined Contribution Plan for all new full-time non-uniformed employees;

WHEREAS, Upper Uwchlan Township is required to annually define the rate at which members shall contribute to these Plans;

NOW, THEREFORE, BE IT RESOLVED, that the Upper Uwchlan Township Non-Uniformed Employee Pension Plan employee contribution rate for 2018 is defined as five percent (5%) of Salary, with Salary defined in the Plan (Section 1.17) as "base pay, longevity pay, overtime pay, pick-up contributions (i.e. W-2 wages) pursuant to Section 414(h) of the Internal Revenue Code, but shall exclude reimbursement expenses or payments in lieu of expenses, non-salary compensation including, but not limited to, fringe benefits provided by the Municipality and any other allowances paid by the Municipality, i.e. uniform allowance, medical reimbursement. Salary shall include any elective salary deferrals made by the Member pursuant to Section 457 or 125 of the Internal Revenue Code."

RESOLVED THIS 18th day of December, 2017.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Kevin C. Kerr, Chair

Jamie W. Goncharoff, Vice-Chair

Guy A. Donatelli, Member

ATTEST:

Gwen A. Jonik, Township Secretary



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Emergency Service Providers - 2018

DATE: December 13, 2017

Attached for your review and consideration is a resolution that details and enumerates the emergency service providers providing service to the Township. The following agencies will be providing service to the Township in 2018: Lionville Fire Department, Ludwigs Corner Fire Department, East Brandywine Fire Department, Glenmoore Fire Department, and the Uwchlan Ambulance Corps.

Fire Services

Lionville Fire Department
Ludwig's Corner Fire Department
East Brandywine Fire Department
Glenmoore Fire Department

EMS/QRS Services

Uwchlan Ambulance Corps
PW's Employees – First Responders
Ludwig's Corner QRS
East Brandywine Fire Department QRS
Glenmoore Fire Department QRS
UUT Police – First Responders

I would respectfully request that the BOS approve the attached resolution enumerating the emergency service organizations providing services to the Township for 2018.



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

WHEREAS, The Board of Supervisors of Upper Uwchlan Township is responsible under the Township Code for the public safety of the residents of Upper Uwchlan Township; and

WHEREAS, The Board of Supervisors of Upper Uwchlan Township adopts this Resolution which outlines the providers of fire protection, rescue and emergency medical services to Upper Uwchlan Township,

NOW, THEREFORE, BE IT RESOLVED, that the Lionville Fire Company, the Ludwig's Corner Fire Company, the East Brandywine Fire Company, and the Glenmoore Fire Company shall provide fire, rescue and additional emergency services as needed.

FURTHER, BE IT RESOLVED, that the Uwchlan Ambulance Corps shall provide basic life support and advanced life support emergency medical services to the Township. The Ludwig's Corner Fire Company, the East Brandywine Fire Company, and the Glenmoore Fire Company shall provide emergency medical services in the form of a Quick Response Service to the Township.

RESOLVED and adopted this 18th day of December, 2017.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Kevin C. Kerr, Chair

Jamie W. Goncharoff, Vice Chair

Guy A. Donatelli, Member

ATTEST:

Gwen A. Jonik, Township Secretary



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: BOARD OF SUPERVISORS
Cary Vargo, Kathi McGrath, Sandy Diffendal, Lindsay Haines,
Jill Bukata, Al Gaspari, Rhys Lloyd, John DeMarco, Mike Heckman

FROM: Gwen Jonik, Township Secretary

RE: 2018 Fee Schedule

DATE: December 15, 2017

The following revisions have been made to the Fee Schedule for 2018:

Page 1: Moved State Fee Notice to first page – State Fee increased to \$5.00

Page 2: Added Flood Plain Construction Fee \$75
Added Grading Permit \$75
Added Generator Permit & \$75
Added Hot Water Replacement Permit \$75

Page 6: Several Consultants' Fees increased by \$1-\$15/hour

Page 10: Revised Park & Rec Fee Schedule layout



Upper Uwchlan Township
Codes and Zoning Department
140 Pottstown Pike
Chester Springs, PA 19425

Phone: 610-458-9400
Fax: 610-458-0307
Website: www.upperuwchlan-pa.gov

Packet Page 282

Upper Uwchlan Township 2018 Schedule of Fees (Includes Park & Recreation Fees)

RESOLUTION # _____

THE FOLLOWING STATE FEE APPLIES TO ALL PERMITS
STATE FEE..... As Required by the Commonwealth of Pennsylvania\$5.00

RESIDENTIAL PERMITS

RESIDENTIAL SINGLE-FAMILY & TWO-FAMILY DWELLINGS

Calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 50

MULTI FAMILY BUILDINGS

Calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 50

RESIDENTIAL ADDITIONS (includes alterations and renovations)

Minimum \$100 (up to first \$1000 cost of Construction, plus \$12 per additional \$1000 of construction cost or fraction thereof)

Plus Zoning Review Fee\$ 30

ACCESSORY BUILDING (such as Carports, Play Structures, Detached Garages, Greenhouses and Sheds)

Under 200 sq. ft.: **does not** require a building permit. (See Zoning Permits Section, Page 2)

Over 200 sq. ft.: \$200 for the first 1000 sq.ft., plus \$20 for each additional 100 sq.ft. or fraction thereof

Plus Zoning Review Fee\$ 20

RESIDENTIAL DECKS, PATIOS, TERRACES

150 sq.ft. or less.....\$150

150 sq.ft. or more.....\$200

Plus Zoning Review Fee\$ 20

RE-ROOF.....\$ 75

SWIMMING POOLS, HOT TUBS.....\$200

Plus Zoning Review Fee\$ 20

<u>FENCE</u>	\$ 50
<u>DEMOLITION</u>	\$250
<u>DEMOLITION-ACCESSORY BUILDING</u>	\$ 50
<u>FLOOD PLAIN CONSTRUCTION FEE</u>	\$75
<u>GRADING PERMIT</u>	\$75
<u>UNDERGROUND TANK REMOVAL</u>	\$ 75
<u>BASEMENT EGRESS OPENING</u>	\$100
<u>STUCCO REPLACEMENT</u>	\$ 50
<u>PLUMBING PERMITS</u>	2% of total cost of material & labor (\$50 minimum)
<u>ELECTRICAL PERMITS</u>	2% of total cost of material & labor (\$50 minimum)
FILING FOR 3 rd PARTY INSPECTION ONLY	\$ 25
<u>GENERATOR PERMIT</u>	\$75
<u>MECHANICAL (HVAC)</u>	2% of total cost of material & labor (\$50 minimum)
<u>HOT WATER HEATER REPLACEMENT</u>	\$75
<u>HEATER CONVERSION or REPLACEMENT</u> (no ductwork changes)	\$120
<u>ALTERNATIVE ENERGY SYSTEM PERMITS</u>	
Geothermal \$200; Solar \$200; Wind \$200	
<u>ROAD PERMITS</u>	Driveway (new and widening)... \$100
<u>STORM WATER MANAGEMENT PERMIT</u>	\$50 for Permit, plus \$750.00 Escrow for Review
<u>PARTY TENTS</u> over 200 sq.ft.	\$40
<u>USE AND OCCUPANCY</u>	
New Construction.....	\$50
Additions/Alterations/Renovations.....	\$25
Pools.....	\$25
Resale Certificates.....	\$100
Refinance Certificates.....	\$30
<u>RE-INSPECTIONS</u>	\$50
<u>ZONING PERMITS</u>	
Confirmation Letter.....	\$50
Zoning Permit.....	\$50

The following accessory residential structures, under 200 sq. ft. require a Zoning permit:

Carport.....	\$50
Detached Garage.....	\$50
Greenhouse.....	\$50
Sheds.....	\$50
Play Structures	\$25

COMMERCIAL PERMITS

NEW COMMERCIAL CONSTRUCTION

All use groups -- calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 80

ACCESSORY BUILDINGS

All commercial building except utility -- calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 50

ADDITIONS

All Commercial Use Groups\$500 minimum plus \$.22 per sq.ft

Plus Zoning Review Fee\$ 50

ALTERATIONS/RENOVATIONS/TENANT FIT OUTS

All Commercial building except utility.....2% of total cost (\$50 minimum)

ANNUAL PERMIT FILING FEE\$100

COMMERCIAL U&O

Minor (strip mall) Tenant U&O..... \$ 75

Business/Commercial Retail U&O.....\$100

Change of Occupancy \$ 75

RE-ROOF.....\$150

FENCE.....\$100

PLAYGROUND STRUCTURES (NON-RESIDENTIAL)\$200

Plus Zoning Review Fee\$ 50

DEMOLITION

\$200/50,000 sq. ft. or fraction thereof, plus \$30 for each additional 5,000 sq. ft. or fraction thereof

BLASTING.....\$150

TEMPORARY CONSTRUCTION TRAILER.....\$100 per year

BUILDING MOVING PERMIT

\$10 per \$1,000 estimated cost of moving, plus foundation costs and all other work necessary to replace Building

COMMUNICATION TOWER

Additional Antennae on Existing Tower.....	\$500 per location
Replace existing Antennae.....	2% of total construction
Annual inspection.....	\$100
Wireless Communication Facility.....	\$250

PLUMBING/SEWAGE.....2% of total cost of material and labor (\$100 minimum)

ELECTRICAL PERMIT.....2% total cost of material & labor (\$50 minimum)

MECHANICAL (HVAC).....2% total cost of material & labor (\$50 minimum)

ALTERNATIVE ENERGY SYSTEM PERMITS.....\$100 plus cost of Electrical Permit

STORM WATER MANAGEMENT PERMITS\$100 for permit, plus \$1,000 Escrow for Review

TENT PERMIT.....\$80

UNDERGROUND TANK REMOVAL.....\$200

FAILURE TO OBTAIN REQUIRED PERMITS

If the required permit (building, zoning, plumbing, mechanical or electrical permit) is not obtained, fees are subject to be doubled at the discretion of the Code Official.

CONTRACTOR REGISTRATION (ANNUAL) Remodeling Contractors must be State Registered

Electrical.....	\$50/yr
General Contractor.....	\$50/yr
Mechanical.....	\$50/yr
Plumbing.....	\$50/yr
Fire Protection.....	\$50/yr
Other.....	\$50/yr
Electric Inspection Agency.....	\$150/yr

ROAD PERMITS

Road Opening restoration costs plus.....	\$100
Sewer Inspection.....	\$ 50
Driveway (new and widening).....	\$100

SUBSURFACE & SURFACE FACILITY INSTALLATIONS

(pipe, cable, wires, conduit, electric gas service, pipelines, etc.)

Escrowed funds for pavement opening.....	\$20/sq.ft.
(reimbursed upon satisfactory completion and inspection of work)	
Facility connection, Each 50 L.F. section.....	\$300
Each additional 100 LF section or fraction thereof	\$100
Facility Openings... (tap-ins, repairs, service connections)	\$100
Overhead facility installation.....(poles, etc.).....	\$50/each pole
Road sign replacement.....	\$100/sign
(for labor and equipment PLUS material cost, i.e.- post, sign plate, hardware, etc. due to accidents, developer request, etc.)	

FIRE PROTECTION

Installation/Modifications of automatic Fire Extinguishing systems.....\$50 for first \$1,000/cost;
\$25 for each additional \$1,000 or fraction thereof, minimum \$50

Installation/Modification of Fire Alarm & Detection systems.....\$50 for first \$1,000/cost;
\$25 for each additional \$1,000 or fraction thereof, minimum \$50

Compressed Gases.....\$150
(installation, repair, abandonment, removal, place temporarily out of service, close service, substantial modification)

Flammable/Combustible Liquids..... \$50 for first \$1,000/cost; \$25 for each additional \$1,000 or fraction thereof (repair, modify pipeline for transportation of flammable or combustible liquids OR installation, construction or alteration of terminals, fuel-dispensing station or other similar facilities)

Flammable/Combustible Liquids Tank

Residential.....\$ 25
Commercial ... (less than 5000 gal).....\$100
Commercial... (more than 5000 gal).....\$250
(installation, alteration, removal, abandonment or disposal)

Installation of Industrial Ovens.....\$100

Installation of Spray Room, Dip Tank or Booth.....\$50 for the first \$1,000 of cost;
\$25 for each additional \$1,000 or fraction thereof; minimum \$50

Erection of Temporary Membrane Structures.....\$ 50
Tents (in excess of 200 sq. ft.) & Canopies (in Excess of 400 sq. ft.)

FIRE CODE INSPECTION FEES

Up to 1,000 sq. ft.....\$ 25

1,001-3,500 sq. ft\$ 50

3,501-12,000 sq. ft\$ 75

12,001-36,000 sq. ft.....\$100

36,001-50,000 sq. ft.....\$150

50,001-100,000 sq. ft.....\$200

Over 100,000 sq. ft.....\$250

Publicly-owned Education buildings.....No Charge

Required Re-inspection.....\$ 25/visit

Fireworks-Public Display.....\$100

SIGN PERMITS

Permitted sign in residential area.....\$25

Up to and including 40 sq. ft.....\$100

Greater than 40 sq. ft.....\$200

Billboard annual structural inspection fee.....\$50

TOWNSHIP PROFESSIONAL SERVICES SCHEDULE – 2018

Township Engineer (Civil)	\$70-\$135/hour
Township Engineer (Traffic)	\$65-\$180/hour
Township Engineer (Wastewater)	\$40-\$200/hour
Township Planner	\$45-\$150/hour
Township Solicitor	\$195/hour
Alternate Solicitor	\$195/hour
Township Zoning Solicitor	\$170/hour
Municipal Authority Solicitor	\$210/hour

TRAFFIC IMPACT FEE

Per trip.....\$2,334.00

SUBDIVISION/LAND DEVELOPMENT

Application Fee	
1-2 lots.....	\$250
3-5 lots.....	\$500
Plus \$25 for each lot over 3	
Over 5 lots.....	\$1000
Plus \$50 for each lot over 5	

The Applicant shall enter into a Review Escrow Agreement and place into escrow with the Township at the time of application an amount estimated by the Township to cover all costs of engineering and professional planning reviews (not including County application fee), legal services and other professional services used by the Township in connection with the application.

BOARD OF APPEALS

Building Code or Fire Code appeals:

\$300.00 plus reasonable fees for Hearing, administrative, legal transcripts, etc.

Western Chester County Regional U.C.C. Appeals Board (WCCRUCAB)

Minor Application: a Minor appeal application involves one- or two-family dwellings only.

Major Application: a Major appeal application involves applications other than the above residential uses, plus commercial, institutional or industrial uses.

Minor and Major Applications proposed to be administered in their entirety by the WCCRUCAB will require escrow funds to be established with the Appeals Board, and will include the following items:
5 Hearing Panel Members, Solicitor Cost, Legal Advertisement, Court Reporter Appearance Fee, Hearing Transcript (if needed)

Minor Application	\$1,500 First Hearing	\$500.00 Second Hearing Escrow
Major Application	\$2,000 First Hearing	\$500.00 Second Hearing Escrow

HEARINGS BEFORE THE BOARD OF SUPERVISORS

<u>Type of Application</u>	<u>Commercial/Industrial</u>	<u>Non-Commercial</u>
Curative Amendment	\$1000	\$500
Conditional Use	\$1000/First Hearing	\$500/First Hearing
Plus Reimbursement of Township's Consultant and Legal Fees		
Additional Hearings	\$500/Additional Hearings	\$250/Additional Hearings
Miscellaneous Hearings	\$1000	\$500

Hearing Fees deposited shall be used to defray the cost of the following:

- Publication Costs-"Notice of Hearing" and other legal publication charges.
- Cost of preparation and mailing of notices of hearing and decision.
- 50% of cost for stenographer.
- Cost of one (1) copy of original transcript, plus any additional transcripts requested.

HEARINGS BEFORE THE ZONING HEARING BOARD

<u>Type of Application</u>	<u>Commercial/Industrial</u> <u>Deposit</u>	<u>Residential</u> <u>Deposit</u>
Variance	\$1400	\$650
Special Exception	\$1400	\$650
Appeals of Zoning Officer Decision	\$1400	\$650
Challenge of Validity Zoning Ordinance	\$1400	\$650
Miscellaneous Appeals	\$1400	\$650

Hearing deposit shall be used to cover the cost of the following:

- Publication costs-"Notice of Hearing" and other legal publication charges
- Cost for preparation and mailing of notices of hearing and decision
- 50% of costs for stenographer
- Administration assessment

Should costs of Hearing(s) exceed the deposit, Applicant will be liable for outstanding charges (in increments of \$100); should costs of Hearing(s) be less than the Application fee, the balance will be refunded.

- Transcript - COST of Hearing Transcript shall be paid by requesting person or party.

PARK AND RECREATION FEES

See Page 10 for the Park & Recreation Fees Chart

RECYCLING AND / OR SOLID WASTE HAULER LICENSE FEE ANNUAL.....\$25/Truck

ADMINISTRATION FEES

Administrative Fee: reimbursable engineering invoices, reimbursable legal invoices
10% of invoice up to maximum \$100 Administrative Fee/invoice

Certifications:

Public Sewer Account and/or Solid Waste / Recycling Account\$ 30.00
Real Estate Tax (Township only).....\$ 25.00

ADMINISTRATION FEES (Continued)

Municipal Claims/Liens -- Delinquent Accounts -- Attorney's Fees:

- Receive and review delinquent account information, verify property owner/address, prepare 30-day demand letter.....\$ 50.00
- Send 10-Day Notice.....\$ 15.00
- Prepare and file municipal lien.....\$ 100.00
- Prepare and file order of satisfaction and notice to property owner.....\$17.50
- Prepare and file writ of scire facias.....\$100.00
- Reissue writ.....\$30.00
- Prepare and mail correspondence per Pa.R.C.P. §237.1\$30.00
- Motion for alternate service\$200.00
- Motion for summary judgment.....\$200.00
- Prepare and file writ of execution for sheriff sale\$500.00
- Attendance at sale and evaluate schedule of distribution and resolve issues ancillary to sale.....\$300.00

Miscellaneous litigation and/or legal activities hourly rate not to exceed \$170.00/hour

On-Lot Sewage System Operation and Maintenance Plan Review Fee (Annual) \$125.00

Returned Checks\$30.00

Solid Waste and Recycling Collection (Annual).....\$315.00

Solid Waste, Recycling Toter Carts64-gallon \$45.00;.....96-gallon \$50.00

Storm Water Best Management Practices Operation and Maintenance Plan Review Fee
(Annual)..... \$125.00

Tax Collection - Real Estate Taxes: Contact the Tax Collector for current rate

Vehicle Impound -- Towing and 48-hour Storage Fee.....\$150.00

Verification (written) of Permits/Approvals and their expirations:

- Residential Approval Verification.....\$100.00
- Commercial Approval Verification.....\$300.00

PRINTED MATERIAL

Zoning Ordinance (spiral bound-includes color zoning map).....\$35.00

Subdivision/Land Development Ordinance.....(spiral-bound).....\$35.00

Comprehensive Plan.....(spiral-bound).....\$35.00

Storm Water Management Ordinance.....\$10.00

Open Space, Recreation and Environmental Resources Plan.....\$25.00

Zoning Map.....\$15.00

Base Map.....\$10.00

"Neighborhood" Map.....No charge for Residents.....\$3.00 Non-Residents

The Upper Uwchlan - A Place Betwixt & Between...(softback).....\$15.00

PRINTED MATERIAL Continued

Request for Information/Research Fee.....	As allowed per State Statute
Copies: Per copied side 8 ½ x 11.....	\$0.25
Per copied side 11 x 17.....	\$0.50
Certified copies of Records (does not include notarization fees).....	\$3.00/Record
(As allowed by the Right To Know Law Fee Structure)	
Plot Plans.....	\$5.00
Biodegradable Leaf / Yard Waste Bags.....	\$2.50/bundle of 5

SOLICITATION LICENSE

Application Fee	\$ 25.00
License	\$125.00
Identification Card	Per Person...\$ 20.00

NOW, THEREFORE, BE IT RESOLVED, this 18th day of December, 2017.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Kevin C. Kerr, Chair

Jamie W. Goncharoff, Vice-Chair

Guy A. Donatelli, Member

ATTEST:

Gwen A. Jonik, Township Secretary

PARK AND RECREATION FEES

Hickory Park					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
Baseball 60’	\$2400/Season \$20/hour	No Charge	\$25/hour	\$3400/Season \$30/hour	\$30/hour
Baseball 90’	\$2400/Season \$20/hour		\$25/hour	\$3400/Season \$30/hour	\$30/hour
Multi-purpose	\$2400/Season \$20/hour		\$25/hour	\$3400/Season \$30/hour	\$30/hour
Tennis	\$15/hour		\$20/hour	\$25/hour	\$25/hour
Volleyball	\$15/hour		\$20/hour	\$25/hour	\$25/hour
Pavilion	\$25/day		\$35/day	\$50/day	\$50/day
Fellowship Fields					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
Multi-Purpose Field*	\$2800/Season \$25/hour	No Charge	\$25/hour	\$4000/Season \$30/hour	\$30/hour
Synthetic Turf Field*	\$5600/Season Non-seasonal users - \$100/hour	\$100/hour	\$125/hour	\$7800/Season Non-seasonal users - \$150/hour	\$150/hour
Summer Weekend Tournaments	\$650/day \$1300/two days	\$650/day \$1300/two days	\$650/day \$1300/two days	\$1000/day \$2000/two days	\$1000/day \$2000/two days
Larkin’s Field					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
Multi-purpose #1	\$25/hour \$2000/Season	No Charge	\$25/hour	\$30/hour \$3500/ Season	\$30/hour
Multi-purpose #2	\$25/hour \$1350/Season	No Charge	\$25/hour	\$30/hour \$2350/Season	\$30/hour
Upland Farm Park					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
The Barn**	\$150/hour	\$150/hour	\$200/hour	\$250/hour	\$250/hour

*Lighting Fees will be billed at a rate of \$15/hour as incurred.

**Not currently available for rental. Estimated rental availability – Spring 2018.

Seasons

A season shall be defined as a minimum of 112 hours at Fellowship, or a minimum of 120 hours at Hickory Park, up to a maximum of 340 hours, per any four-month period. Additional hours will be billed at the hourly rate.

Priority Types

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

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

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

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

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

Type 6 - Non-residents.

EXHIBIT A

Square Foot Construction Costs^{a,b,c,d}

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	226.92	219.1	213.8	205.04	192.95	187.36	198.56	176.18	169.73
A-1 Assembly, theaters, without stage	207.97	200.15	194.85	186.09	174.15	168.55	179.61	157.38	150.92
A-2 Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.8	137.68	132.99
A-2 Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.8	135.68	131.99
A-3 Assembly, churches	209.94	202.13	196.83	188.07	176.32	170.72	181.59	159.54	153.09
A-3 Assembly, general, community halls, libraries, museums	175.12	167.31	161.01	153.25	140.5	135.9	146.77	123.72	118.27
A-4 Assembly, arenas	206.97	199.15	192.85	185.09	175.15	167.55	178.61	155.38	149.92
B Business	181.12	174.43	168.67	160.26	146.18	140.7	153.97	128.34	122.72
E Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1 Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.5	65.44
F-2 Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.5	64.44
H-1 High Hazard, explosives	102.01	97.02	91.86	87.2	78.6	73.79	83.19	63.73	N.P.
H234 High Hazard	102.01	97.02	91.86	87.2	78.6	79.79	83.19	63.73	58.67
H-5 HPM	181.12	174.43	168.67	160.26	146.18	140.7	153.97	128.34	122.72
I-1 Institutional, supervised environment	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
I-2 Institutional, hospitals	304.8	298.11	292.36	283.95	268.92	N.P.	277.65	251.09	N.P.
I-2 Institutional, nursing homes	211.2	204.51	198.75	190.34	177.26	N.P.	184.05	159.42	N.P.
I-3 Institutional, restrained	206.08	199.38	193.63	185.22	172.62	166.14	178.93	154.78	147.16
I-4 Institutional, day care facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
M Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1 Residential, hotels	182.28	175.7	170.83	162.68	150.87	146.84	162.68	135.49	131.23
R-2 Residential, multiple family	152.86	146.27	141.41	133.25	122.04	118.01	133.25	106.66	102.41
R-3 Residential, one and two family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4 Residential, care/assisted living facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
S-1 Storage, moderate hazard	101.01	96.02	89.86	86.2	76.6	72.79	82.19	61.73	57.67
S-2 Storage, low hazard	100.01	95.02	89.86	85.2	76.6	71.79	81.19	61.73	56.67
U Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. - not permitted

◇ Cost of Construction – The cost of all the construction portions of a project, generally based upon the sum of the construction contract(s) and other direct construction costs; this does not include the compensation paid to the engineer, architect and consultants or the cost of the land. The township has the final determination in accepting the submitted cost of construction as provided on the permit application and may at its discretion require evidence to support said proposed cost of construction.

◇ The multiplier is (0.0075).

◇ This fee is for the building portion only. Additional fees for plumbing, mechanical, electrical and other improvements may apply.

◇ A private residential garage is a *Utility, miscellaneous* use.

◇ Deduct 20% for “shell only” buildings.

EXAMPLE OF HOW TO CALCULATE A BUILDING PERMIT FEE

◇ This example assumes 1,800 sf of *Residential R-3, Construction Type 5-B*.

◇ \$112.65 x 1,800 square feet=\$202,770.00.

◇ \$202,770.00 x .0075 = \$1,520.78.

◇ For this example the permit fee is \$1,520.78 (plus the \$4 State fee).



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Jankowski Decision and Order

DATE: December 14, 2017

Attached for your review and consideration is a conditional use decision and order based on testimony and exhibits. Waivers and order as follows:

I would respectfully request that the BOS approve the Decision and Order as drafted.

ORDER

AND NOW, this 18th day of December, 2017, the Board hereby approves the Application and grants a conditional use pursuant to Section 200-72.B(2)(a) of the Ordinance to allow the development of a residential development using the flexible/open space regulations with a maximum of 55 dwelling units on the Property consistent with the Revised Plans which were admitted as Exhibit A-3(a) as such plans are revised to comply with this Order and to obtain land development approval.

The Board also grants the following waivers from the SALDO:

- (i) A waiver from Section 162-28.A to allow the internal road to be 28 feet in width as opposed to 32 feet in width;
- (ii) A waiver from Section 162-41.A to allow sidewalks on only one side of the internal street and the portion of the Connector Road where the off parallel

parking spaces are provided. Sidewalks shall be provided on both sides of the proposed cul de sac.

CONDITIONS OF APPROVAL

1. The development shall be built and designed generally in accordance with the Revised Plan which was admitted as Exhibit A-3(a) as such plan is revised to comply with this Order and to obtain land development approval from the Board of Supervisors.

2. A maximum of 55 dwelling units shall be permitted in the residential development.

3. The development shall be built and designed generally in accordance with the testimony and evidence presented by Applicant at the conditional use hearings except if such testimony conflicts with any conditions imposed in this Order or any terms or conditions approved or imposed in the final land development plans as approved by the Board.

4. Applicant shall address to the satisfaction of the Board all outstanding comments in the Township engineer's review letter dated September 8, 2017 which was admitted as Exhibit B-18.

5. Applicant shall purchase sufficient sewer treatment capacity to provide public sewer service to the proposed single-family dwellings in the development. Applicant shall pay all applicable permit fees, connection fees and tapping fees and pay for the treatment capacity in an amount determined by the Township and Municipal Authority.

6. Applicant shall obtain sufficient capacity for disposal of the sewage that the development generates for disposal on suitable property approved by the Township and Municipal Authority. Applicant shall pay for the disposal capacity in an amount determined by the Township and Municipal Authority.

7. Applicant shall make all traffic improvements recommended by its traffic engineer in the TIS which was admitted as Exhibit A-9, and which are summarized in Finding of Fact No. 70, except as may be modified by this Order and subject to PennDOT approval where PennDOT has jurisdiction.

8. Applicant shall design the intersection of the Connector Road and Pottstown Pike so that if warrants are met in the future a traffic signal can be installed. Such design shall be approved by the Township Traffic Engineer and Board during land development.

9. Applicant shall implement traffic calming measures as described in Mr. Richardson's testimony on November 14, 2017 and as outlined in Finding of Fact number 71 above.

10. Applicant shall provide open space and a trail network throughout the development as presented on the Revised Plans and in Applicant's testimony. The issue of whether the Revised Plans should be revised to include a trail on the eastern boundary of the Property leading north along Pottstown Pike shall be decided by the Board during land development. All trails shall be open to the public but maintained by the homeowners association which is created for the development. The exact location of all trails to be installed in the development shall be approved by the Board during land development.

11. Applicant shall obtain the Fire Marshal's approval for the location of the fire hydrants within the community as part of land development.

12. The final landscaping plan for the community shall be approved by the Board during land development and shall comply with the Township Code unless the Board grants waivers of certain provisions of the Code.

13. If the landscaping plan proposes street trees to be located within any publicly dedicated right-of-way, the homeowners association which is created for the

community shall maintain responsibility for maintenance of all street trees. If any street trees cause heaving or damage to sidewalks, the homeowners association shall be responsible for repair and maintenance of the sidewalks.

14. Applicant shall provide a blanket easement on the final land development plan in favor of the Township which shall allow the Township to provide public services such as sewer, trash and maintenance of stormwater management facilities.

15. Applicant shall be permitted to provide on street parking in certain locations throughout the community. Appropriate locations must be approved by the Township Engineer, Fire Marshal and Board during land development approval. Where on street parking is permitted, Applicant shall prohibit on street parking on the other side of any internal street and shall designate this side of the street as a fire lane. Applicant shall install signage approved by the Township as part of land development and include the parking restriction in the Homeowner's Declaration which shall be submitted to the Board and Township as part of land development and shall be reviewed and approved by the Township Solicitor prior to recordation of the final plan.

16. Applicant shall pay the Township's transportation impact fee based on the Township Ordinances as calculated by the Township Traffic Engineer.

17. Applicant shall obtain written consent from PECO for any disturbance to PECO's facilities which are located on the Property. Such written consent shall be provided to the Township during land development.

18. Applicant shall obtain written consent from Columbia Gas for any disturbance to the pipelines which are located on the Property. Such written consent shall be provided to the Township during land development.

19. Applicant and its successors and assigns in interest to the Property shall be strictly bound by this Decision.

represented by its counsel, John A. Jaros, Esquire from Riley Riper Hollin & Colegreco, P.C. The Board was represented by Township Solicitor, Kristin S. Camp, Esquire.

The following people were granted party status without objection by Applicant:

Name	Address
Thomas and Megan Rufo	1 Carriage Drive Downingtown, PA 19335
Brian and Susan Aird	9 Carriage Drive Downingtown, PA 19335
Carmelita and Jonathan Senatz	2 Carriage Drive Downingtown, PA 19335
Mark and Lynn Moser	85 Milford Road Downingtown, PA 19335
Brian Gallagher	19 Carriage Drive Downingtown, PA 19335
William Alverio	13 Carriage Drive Downingtown, PA 19335
Greg and Elisa Grissom	75 Milford Road Downingtown, PA 19335
Rami Farag and Ali Farag/ RAFA Investment	545 Pottstown Pike Chester Springs, PA
Michelle and Jeffrey Miller	4 Carriage Drive Downingtown, PA 19335

At the conclusion of the hearing on November 14, 2017, the evidentiary record was closed. The Board voted at the December 18, 2017 public meeting to approve the Application with the conditions listed herein.

From the testimony and exhibits presented at the hearings, the Board makes the following:

FINDINGS OF FACT

Procedural Requirements and Description of Property

1. All facts set forth in the introductory paragraphs above are incorporated herein by reference and are deemed to be factual findings of the Board.

2. The original hearing held on June 19, 2017 was advertised in the *Daily Local News* on May 31, 2017 and June 7, 2017. See Exhibit B-3.

3. The hearing held on November 14, 2017 was advertised in the *Daily Local News* on October 30, 2017 and November 6, 2017. See Exhibit B-16.

4. The Property was posted with a copy of the public notice of the June 19, 2017 hearing on June 2, 2017. See Exhibit B-5.

5. The Property was posted with a copy of the public notice of the November 14, 2017 hearing on October 25, 2017. See Exhibit B-17.

6. The Township mailed a copy of the public notice of the June 19, 2017 hearing to the property owners who are identified on Exhibit B-4.

7. Applicant is the equitable owner of the Property pursuant to the following Agreements of Sale: (i) Agreement dated July 1, 2016 for Parcel 32-1-30; and (ii) Agreement dated August 3, 2016 for Parcels 32-1-30.1 and 25-6-58.1. These agreements were admitted into the record as Exhibits A-5 and A-6 respectively.

8. Parcel 32-1-30 is owned by Henry F. Jankowski pursuant to a Deed dated July 19, 2004, recorded on July 20, 2004 in the Chester County Recorder of Deeds in Deed Book 6224, page 1319.

9. Parcel 32-1-30.1 is owned by Sophie A. Pomanto and David J. Pomanto pursuant to a Deed which was recorded on June 1, 1981 in the Chester County Recorder of Deeds in Deed Book M-58, page 241.

10. The Property contains 40.655 gross acres and is located on the west side of Pottstown Pike near the intersection of Garrison Drive and Pottstown Pike.

11. The Property is located in the R-2 Residential District and F-1 Flexible Development Overlay District.

12. The Property is bound by Pottstown Pike to the east, residential dwellings to the west, a Columbia Gas pipeline and PECO utility easement to the south and vacant land and residential development to the north in West Vincent Township.

13. There are mature woodlands and wetlands on the southern portion of the Property which will not be disturbed by the proposed development. The majority of the development will occur within an area of an open field on the Property which has historically been farmed.

14. Applicant seeks conditional use approval pursuant to Section 200-72.B(2)(a) of the Ordinance to permit the subdivision and development of the Property pursuant to the flexible/open space development option with a total of 55 dwelling units.

15. Applicant presented a conditional use plan prepared by Edward B. Walsh and Associates Inc. dated September 13, 2016, last revised May 16, 2017, which was admitted in the record as Exhibit B-1 and Exhibit A-3 (the "Original Plan").

16. The Original Plan contemplated an extension of Milford Road by constructing a connecting road with a boulevard style entrance (the "Connector Road") into the development which would traverse across the southern boundary of the Property until it intersected with Pottstown Pike directly across from Garrison Drive on the eastern side of Pottstown Pike. The Original Plan contemplated 55 single family dwellings arranged around a circular road labeled "Road B" and a cul-de-sac bulb with homes fronting on it.

17. Section 200-72.D(1) of the Ordinance requires 40% of the gross tract area to be set aside as restricted open space that complies with the criteria for restricted open space in Section 200-69 of the Ordinance.

18. The Original Plan only provided 33% of the gross tract area as open space. Applicant contemplated that the Board would support a reduction of 7% open space pursuant to the authority in Section 200-72.D(1)(b) of the Ordinance which allows the Board to reduce the minimum restricted open space up to 25% provided certain conditions are met. Applicant believed that because it provided a connection to Milford Road, which is currently a dead end street, this justified the reduction in required open space.

19. The Board and Township consultants disagreed with Applicant's interpretation and believed that the Connector Road was an essential improvement necessary to provide safe and efficient access to the proposed community and to meet the goals of the Township's Comprehensive Plan.

20. After the conclusion of the June 19, 2017 hearing, Applicant revised the Original Plan several times and consulted with the Township staff and consultants and Planning Commission on various designs which would provide the minimum required open space and meet all other applicable area and bulk requirements for a flexible/open space development.

21. At the November 14, 2017 hearing, Applicant presented a revised conditional use plan prepared by Edward B. Walsh and Associates Inc. dated September 13, 2016, last revised August 8, 2017, which was identified in the record as Exhibit A-3(a) (the "Revised Plan").

22. The Revised Plan also proposes a road connection with Milford Road with a boulevard style entrance which traverses the Property until it connects to the intersection of Pottstown Pike directly across from Garrison Drive. The Connector Road was moved approximately 120 feet to the north on the Revised Plan.

23. The Revised Plan contemplates 55 single family dwellings, however the configuration of the homes has been adjusted to provide 11 lots fronting on the southern side of the Connector Road and to have two access points off of the Connector Road.

24. The Revised Plan also provides 19 parking spaces on the north side of the Connector Road in an area which abuts 1.11 acres of open space.

25. The gross tract area contains 40.655 acres and the net tract area contains 36.785 acres. 40% of the gross tract area equates to 16.262 acres.

26. The base density allowed pursuant to the Ordinance is 1.1 dwelling units multiplied by the net tract area (36.785) for a total of 40 dwelling units. See Section 200-72.D(2).

27. Applicant proposes a density bonus pursuant to the criteria in Section 200-72.D(3)(b).

28. The Revised Plan proposes 23.918 acres of open space or 58.83% of the net tract area which would allow Applicant a density bonus of 15 additional dwelling units for a total unit count of 55 lots.

29. Section 200-69.D(1)(a) of the Ordinance requires no less than 15% of the gross tract area to be “usable” open space which does not contain areas comprised of designated flood hazard district, wetlands, slopes in excess of 25%, lands used for sewage disposal or stormwater management.

30. 6.098 acres of the open space are restricted usable open space.

31. The Revised Plan proposes various areas of open space scattered throughout the development, including the following: (i) an all-purpose field measuring 27,600 square feet on the western side of the open space below the Collector Road; (ii) a dog park measuring approximately 18,000 square feet on the southeastern side of the open space; (iii) a general-purpose recreation area measuring 1.11 acres north of the Collector Road; and (iv) walking trails which will be designed in a circuitous pattern throughout the open space which will be connected to the sidewalks on the internal streets and Connector Road.

32. The proposed trails will connect the proposed development to adjacent areas including the Garrison Road neighborhood to the east of Pottstown Pike.

33. Applicant indicated that it originally proposed to limit the use of the open space to the residents of the development and not allow it to be used by the general public. However, when questioned by the Board members on this issue, John Mosteller indicated that he was willing to discuss the use of the open space areas and trails with the Township as part of land development.

34. Applicant proposes to connect the single-family dwellings to public water from Aqua Pennsylvania. Applicant presented a water availability letter from Aqua dated September 20, 2016 which was identified as Exhibit A-13.

35. Applicant proposes to connect the single-family dwellings to public sewer provided by the Upper Uwchlan Township Municipal Authority.

36. The development will require approximately 12,275 gallons per day of sewage capacity for treatment and disposal.

37. The Property does not have sufficient area for disposal of treated effluent generated by the development.

38. Applicant will be required to purchase treatment and disposal capacity from the Township in order to connect the development to public sewer.

39. There is an existing PECO electric utility easement with aerial lines which traverses in an east to west direction on the southern portion of the Property. Applicant does not intend to disturb these lines or bury them underground.

40. There is another PECO utility easement which traverses the Property in a north to south direction which Applicant intends to bury underground within the development if permitted by PECO.

41. There is also a Columbia Gas pipeline that traverses the Property in an east to west direction on the southern portion of the Property.

42. Applicant's civil engineer, Adam Brower, testified that Applicant will have to obtain Columbia Gas' consent to cross the pipeline with the connector road and utility pipes.

43. Applicant will work with PECO and the pipeline company during land development to obtain all necessary approvals for the proposed disturbance and construction in the utility easements.

44. Applicant's civil engineer, Ted Gacomis, testified that the Revised Plan complies with the area and bulk requirements necessary for a flexible/open space development and with the conditional use standards in Section 200-117 of the Ordinance.

45. Mr. Gacomis also testified that the Revised Plan can be revised to comply with the Township engineer's latest review letter dated September 8, 2017 which was admitted as Exhibit B-18, except for one comment which suggested that a trail be extended from the community's entrance along Pottstown Pike north to the Property line.

46. Applicant's engineer testified that they discussed this trail extension with the Township Planning Commission and the Planning Commission expressed that they did not want the trail extended to the north because the trail would not connect to another trail and may cause pedestrians to cross Pottstown Pike at this potentially dangerous location.

47. Applicant requests a waiver to permit the interior road and cul de sac road to have a 28 foot wide cartway in lieu of the required 32 foot cartway pursuant to Section 162-28.A of the Township's Subdivision and Land Development Ordinance ("SALDO").

48. The Connector Road has been designed with two 12 foot wide through lanes and a 9 foot wide parking lane. The width of the Connector Road near the entrances at Pottstown Pike and Milford Road will be wider with two 14 foot lanes and an 8 foot wide landscaped traffic island.

49. Applicant intends to dedicate all of the roads in the development to the Township.

50. Applicant requests a waiver to permit a sidewalk on only one side of the proposed internal road (not the cul de sac) pursuant to Section 162-41.A of the SALDO.

51. The Township Fire Marshal reviewed the Original Plan and issued a review letter dated June 13, 2017 which was admitted into the record as Exhibit A-12. The Fire Marshal was satisfied with the design and location of fire hydrant spacing on the Original Plan.

52. Applicant did not submit the Revised Plan to the Fire Marshal to review and comment and thus it will be required to do so as part of land development review.

53. A homeowners association will be created for the community which will maintain all of the community facilities including the open space, trails, dog park, stormwater management facilities, and interior of the landscape islands at both entrances of Connector Road.

54. John Mosteller, one of the partners of Applicant, presented photographs of the proposed elevations of two dwellings as required by Section 200-72.E(2)(a). See Exhibit A-18.

55. The base price for the proposed dwellings will be in the range of \$500,000-\$600,000.

56. Applicant's engineers have conducted a preliminary stormwater management design which includes infiltration facilities and an above ground basin located on the southern portion of the Property. Applicant's engineer testified that they believe that they will be able to design stormwater management facilities to comply with the Township's stormwater management ordinance and the regulations of the Chester County Conservation District and Pennsylvania Department of Environmental Protection.

57. The specific design of the storm water management facilities will be reviewed and approved during land development.

58. Applicant intends to build a two car garage for each dwelling and provide a driveway which can accommodate parking of another two vehicles. In addition, the Revised Plan provides 19 parallel parking spaces along the northern side of the Connector Road adjacent to an area of open space.

59. Applicant presented the testimony of Greg Richardson, P.E., a professional civil engineer from Traffic Planning & Design, Inc., ("TPD") who was recognized as an expert in traffic engineering.

60. TPD prepared a Transportation Impact Assessment dated March 30, 2017 which was admitted into evidence as Exhibit A-9 ("TIS").

61. Mr. Richardson examined the potential traffic impact associated with the proposed development on the surrounding roadway network in the Township.

62. He studied three intersections in the vicinity of the Property (proposed Connector Road and Pottstown Pike, Milford Road and Font Road and Font Road and Pottstown Pike) (the "Study Intersections") and conducted traffic counts at these intersections during morning and afternoon peak hours. He also examined the sight distance at the proposed access driveways.

63. According to the TIS, the development would generate 48 new trips in the am peak hour (one hour between 7am-9am) and 61 new trips in the afternoon peak hour (one hour between 4pm-6pm).

64. Mr. Richardson testified that the proposed development can be accommodated safely and efficiently on the existing road system and that the new development will not create any undue congestion or safety hazards at the Study Intersections.

65. According to Mr. Richardson, the levels of service of the Study Intersections will not be decreased and the external access locations and interior traffic circulations will be adequate to provide safe and convenient circulation for vehicular traffic including emergency vehicles.

66. According to the TIS, the levels of service at the Study Intersection will operate at an acceptable level of service B or better during 2019 projected conditions.

67. Mr. Richardson also submitted an addendum to the TIS dated November 14, 2017 which was admitted as Exhibit A-9(a) which studied the sight distance from the 11 proposed driveways that intersect with the Connector Road.

68. Mr. Richardson concluded in the TIS that all proposed driveway locations will exceed PennDOT's desirable and safe stopping sight distance criteria.

69. Mr. Richardson acknowledged in the revised TIS that the sight distances for the 11 residential driveways along the proposed Connector Road will have to be verified as being safe during land development.

70. TPD recommends that the following traffic improvements be installed by Applicant:

- Construct the Milford Road extension from its current terminus north of Font Road, northeast to Route 100, creating a four-way intersection with Route 100 and Garrison Road.
- Restripe northbound Pottstown Pike (S.R. 0100) to provide a 125 foot left turn lane onto the proposed Connector Road opposite Garrison Road.
- Construct a right turn lane on southbound Pottstown Pike (S.R. 0100) to provide a 125 foot right turn lane onto the proposed Connector Road opposite Garrison Road.

71. Mr. Richardson also indicated that the design of the road network incorporated the following traffic calming measures: (i) narrower lanes throughout the Connector Road; (ii) a boulevard entrance with 8 foot wide planted center medians at the eastern and western ends of the proposed Connector Road; (iii) on-street parking along the northern side of the Connector Road between the two internal intersections; (iv) textured crosswalks at the two internal intersections extending across the Connector Road; (v) curb bump outs between the two internal intersections; (vi) on-street parking;

(vii) sidewalks along a portion of the northern side of the Connector Road and along the entire southern side of the Connector Road; and (viii) a posted speed limit of 25 mph.

72. Mr. Richardson concluded that these traffic calming measures will help control vehicle speeds as well as enhance safety along the proposed Connector Road.

73. The Township's traffic engineer, Christopher Williams from McMahon Associates, testified that he agrees that at full buildout of the community and the completion of the Milford road extension, warrants will not be met to allow the installation of a traffic signal at the Milford Road intersection with Pottstown Pike. However, Applicant will design the intersection of the access driveway with Pottstown Pike in a manner that would accommodate the installation of a traffic signal if warrants are met at a future date.

74. Applicant will be required to pay a traffic impact fee to the Township based on the Township's traffic impact fee ordinance.

75. Applicant presented the testimony of David Babbitt, a professional land planner who prepared the Recreation Impact Analysis dated April 10, 2017 and the Revised Recreation Impact Analysis dated November 14, 2017 which were admitted as Exhibits A-10 and A-10(a) respectively.

76. Mr. Babbitt believes that the proposed open space and sidewalk system throughout the development will provide sufficient recreation areas to accommodate the recreation needs of the proposed residents and meet Ordinance requirements.

77. Mr. Babbitt also prepared a Fiscal Impact Analysis dated April 3, 2017 and a Revised Fiscal Impact Analysis dated November 14, 2017 which were admitted into the record as Exhibit A-11 and A-11(a) respectively.

78. According to Mr. Babbit's fiscal impact analysis, the total Township revenue proposed to be generated from the development would exceed expenditures by approximately \$50,880 or \$925 per unit.

79. According to Mr. Babbit's fiscal impact analysis, the total school district expenditures proposed to be necessary as a result of the development would exceed the total projected revenue by approximately \$76,000 a year or \$1300 per unit.

80. The Planning Commission reviewed the Application and Original Plans at the May 11, 2017 and June 8, 2017 meetings.

81. The Planning Commission reviewed the Revised Plans at the October 12, 2017 meeting and supported the approval of this plan by the Board. See Exhibit B-19.

82. The Board entered the following exhibits, without objection by Applicant or the parties:

- B-1: Conditional use application dated March 29, 2017 along with conditional use plan titled, "Plan of Subdivision for Jankowski Tract" prepared by Edward B. Walsh and Associates, Inc. dated September 13, 2016
- B-2: Revised conditional use plan dated May 16, 2017
- B-3: Proof of publication in Daily Local News on May 31, 2017 and June 7, 2017
- B-4: List of adjacent property owners who received notice
- B-5: Affidavit of Posting dated June 2, 2017
- B-6: Planning Commission Minutes from May 11, 2017 meeting and draft Minutes from June 8, 2017 meeting
- B-7: Email dated April 12, 2017 from John A. Jaros, Esquire, attorney for Applicant, to Gwen Jonik granting extension of time to hold conditional use hearing
- B-8: Correspondence dated May 9, 2017 from Gilmore & Associates, Inc.

- B-9: Correspondence dated June 12, 2017 from Gilmore & Associates, Inc. (second review)
- B-10: Correspondence dated June 13, 2017 from Richard L. Ruth, Upper Uwchlan Township Fire Marshall to Cary Vargo, Township Manager
- B-11: Email from Mark R. Moser dated June 17, 2017
- B-12: Email from John Jaros dated July 7, 2017 requesting continuance
- B-13: Email from John Jaros dated August 16, 2017 requesting continuance
- B-14: Email from Kristin Camp, Esquire dated September 18, 2017 addressed to parties advising of continuance
- B-15: Email from Kristin Camp, Esquire dated October 23, 2107 advising of November 14, 2017 hearing date
- B-16: Proof of Publication in Daily Local News on October 30, 2017 and November 6, 2017
- B-17: Affidavit of Posting on October 25, 2017
- B-18: Correspondence from Gilmore & Associates, Inc. dated September 8, 2017
- B-19: Draft PC Minutes October 12, 2017

83. Applicant entered the following exhibits without objection by the Township or any of the parties:

- A-1: Chester County Tax Map and Aerial Photo of the Site
- A-2: Existing Features Plan dated 9/13/2016, last revised 5/16/2017, prepared by E. B. Walsh & Associates, Inc.
- A-3: Conditional Use Site Plan dated 9/13/2016, last revised 5/16/2017, prepared by E. B. Walsh & Associates, Inc.
- A-3(a): Conditional Use Site Plan dated 8/8/2017, last revised 8/18/2017, prepared by E. B. Walsh & Associates, Inc.
- A-3: Conditional Use Site Plan dated 9/13/2016, last revised 5/16/2017, prepared by E. B. Walsh & Associates, Inc.

- A-4: Overlay of Plan on Aerial Photo of Site dated 6/16/2017, prepared by E. B. Walsh & Associates, Inc.
- A-5: Redacted Agreement of Sale dated July 15, 2016 between Henry F. Jankowski (Seller) and Black Horse ELU, LLC (Buyer) [first and signature pages]
- A-6: Redacted Agreement of Sale dated August 3, 2016 between Sophie A. and David Pomanto (Sellers) and Black Horse ELU, LLC (Buyer) [first and signature pages]
- A-7: January 30, 2017 Response Letter to Cary Vargo, Township Manager, prepared by E.B. Walsh & Associates, Inc.
- A-8: May 24, 2017 Response Letter to Cary Vargo, Township Manager, prepared by E.B. Walsh & Associates, Inc.
- A-9: Transportation Impact Assessment prepared by Traffic Planning and Design, Inc. dated March 30, 2017 [complete copy to be provided separately]
- A-9(a): Traffic Study Addendum prepared by Traffic Planning and Design, Inc. dated November 14, 2017
- A-10: Recreation Impact Analysis dated April 10, 2017 prepared by David C. Babbitt of David C. Babbitt & Associates, LLC
- A-10(a): Revised Recreation Impact Analysis dated November 14, 2017 prepared by David C. Babbitt of David C. Babbitt & Associates, LLC
- A-11: Fiscal Impact Analysis dated April 3, 2017 prepared by David C. Babbitt of David C. Babbitt & Associates, LLC
- A-11(a): Fiscal Impact follow up letter dated November 14, 2017 prepared by David C. Babbitt of David C. Babbitt & Associates, LLC
- A-12: June 13, 2017 Review Letter from Upper Uwchlan Township Fire Marshall
- A-13: Ability to Serve Letter from AQUA dated September 20, 2016
- A-14: CV of Adam Brower, E.B. Walsh & Associates – Civil Engineer
- A-15: CV of Matt Hammond, Traffic Planning & Design – Traffic Engineer
- A-16: CV of David Babbitt, David C. Babbitt & Associates, LLC – Planner

A-17: April 25, 2017 Municipal Authority Meeting Minutes

A-18: Photos of Home Elevations

A-19: Memorandum from Theodore J. Gacomis, PE dated June 19, 2017 regarding April 25, 2017 Upper Uwchlan Authority Meeting

CONCLUSIONS OF LAW

1. Applicant has standing to file the Application.
2. The conditional use hearings were duly advertised in accordance with the provisions of the Pennsylvania Municipalities Planning Code ("MPC") and the Ordinance and the Property was posted in accordance with the requirements of the MPC.
3. The Property is located in the R-2 Residential District and F-1 Flexible Development Overlay District.
4. Section 200–72.B(2)(a) of the Ordinance allows the subdivision and development of property in the R-2 and F-1 Flexible Development Overlay Districts using the flexible/open space development option by conditional use of the Board of Supervisors subject to compliance with the provisions in Section 200–72 and 200-116 of the Ordinance.
5. Single family detached dwellings are permitted in a flexible/open space development pursuant to Section 200-72.C(2)(b)[1] of the Ordinance.
6. In granting conditional use approval to development plans utilizing flexible/open space development options, the Board of Supervisors may waive applicability of any provisions of the SALDO codified in Chapter 162 of the Township Code.
7. Applicant has proven the relevant criteria in Section 200–72 for the flexible/open space development option.

8. Subject to Applicant's compliance with the conditions imposed herein by the Board, Applicant has proven compliance with the objective requirements for conditional use in Section 200-117 of the Ordinance.

DISCUSSION

A conditional use is a use permitted in a particular zoning district pursuant to the provisions in Article VI of the MPC, 53 P.S. §10603. A conditional use concerns only a proposed use of land, not particular design details of the proposed development. *Joseph v. North Whitehall Township Board of Supervisors*, 16 A. 3d 1209 (Pa.Cmwlt. 2011). A conditional use is a special exception which falls within the jurisdiction of the municipal legislative body rather than the zoning hearing board. 53 P.S. §10603(c). *Id.* The municipal legislative body may grant a conditional use pursuant to the express standards and criteria set forth in the zoning ordinance. *Appeal of Richboro CD Partners, L. P.* 89 A3d. 742 (Pa Cmwlt. 2014). The fact that a use is permitted as a conditional use, rather than prohibited, reflects a legislative decision that the use is not *per se* adverse to the public interest. *Id.* In order to demonstrate that the applicant is entitled to the conditional use, the applicant initially bears the burden of establishing that the application complies with the objective standards and criteria in the zoning ordinance. *Id.* Once the applicant has satisfied this initial burden, the burden shifts to the objectors to rebut this presumption by establishing that the use will have a detrimental impact on the surrounding community. *Id.*

In granting a conditional use, the Board has the authority to impose reasonable conditions and safeguards if such conditions are necessary to implement the purposes of the Ordinance and to protect the health, safety and welfare of the surrounding property owners. 53 P.S. §10603(c)(2). Conditions imposed by the Board are designed to protect

the public interest of surrounding property owners. *Ford v. Zoning Hearing Bd. Of Caernarvon Twp.*, 616 A.2d 1089, 1092 (Pa. Cmwlth. 1992).

Applicant presented the Original Plan at the June 2017 hearing without confirming that the open space met the Ordinance criteria. As stated at the June 2017 hearing, the Board has no objection to a subdivision of the Property with 55 lots provided the subdivision plan includes the Connector Road to Milford Road and meets all applicable criteria in the Ordinance. The Revised Plan accomplishes this goal and thus can be approved by conditional use subject to Applicant's compliance with the conditions enumerated herein.

Applicant also originally proposed that all trails internal to the community be privately owned by the homeowners association. The Board will require however that all trails within the community be designated for public use which is in keeping with other subdivisions that have been approved by the Board and constructed in the vicinity of the Property. The Board feels strongly that future residents of the development should have the ability to walk on community trail systems in and around other neighborhoods into the Township Parks.

The Board found Applicant's witnesses to be credible and to have proven through their testimony and evidence compliance with the relevant criteria in Section 200-72 for approval of a development using the flexible/open space development option.

The Board of Supervisors typically does not grant waivers as part of a conditional use application. However given that the configuration of the development as shown on the Revised Plan necessitates 28 foot wide cartways and sidewalks on only one side of the internal road, the Board is willing to grant such waivers in this Decision. Moreover,

Section 200-72.B(2)(d) allows the Board to waive applicability of provisions in the SALDO which may be in conflict with the purposes of a flexible development.

The individuals who were granted party status presented concerns that the Board will address through the imposition of conditions or through modifications to the Plans during land development. The parties did not present substantial credible evidence to demonstrate that the Application would have negative adverse impacts on the public health, safety or welfare or that would support the denial of the conditional uses requested. Wherefore, the Board will vote to approve the conditional use requested subject to Applicant's compliance with the conditions imposed in this Decision and Order.

ORDER

AND NOW, this 18th day of December, 2017, the Board hereby approves the Application and grants a conditional use pursuant to Section 200-72.B(2)(a) of the Ordinance to allow the development of a residential development using the flexible/open space regulations with a maximum of 55 dwelling units on the Property consistent with the Revised Plans which were admitted as Exhibit A-3(a) as such plans are revised to comply with this Order and to obtain land development approval.

The Board also grants the following waivers from the SALDO:

- (i) A waiver from Section 162-28.A to allow the internal road to be 28 feet in width as opposed to 32 feet in width;
- (ii) A waiver from Section 162-41.A to allow sidewalks on only one side of the internal street and the portion of the Connector Road where the off parallel parking spaces are provided. Sidewalks shall be provided on both sides of the proposed cul de sac.

CONDITIONS OF APPROVAL

1. The development shall be built and designed generally in accordance with the Revised Plan which was admitted as Exhibit A-3(a) as such plan is revised to comply with this Order and to obtain land development approval from the Board of Supervisors.
2. A maximum of 55 dwelling units shall be permitted in the residential development.
3. The development shall be built and designed generally in accordance with the testimony and evidence presented by Applicant at the conditional use hearings except if such testimony conflicts with any conditions imposed in this Order or any terms or

conditions approved or imposed in the final land development plans as approved by the Board.

4. Applicant shall address to the satisfaction of the Board all outstanding comments in the Township engineer's review letter dated September 8, 2017 which was admitted as Exhibit B-18.

5. Applicant shall purchase sufficient sewer treatment capacity to provide public sewer service to the proposed single family dwellings in the development. Applicant shall pay all applicable permit fees, connection fees and tapping fees and pay for the treatment capacity in an amount determined by the Township and Municipal Authority.

6. Applicant shall obtain sufficient capacity for disposal of the sewage that the development generates for disposal on suitable property approved by the Township and Municipal Authority. Applicant shall pay for the disposal capacity in an amount determined by the Township and Municipal Authority.

7. Applicant shall make all traffic improvements recommended by its traffic engineer in the TIS which was admitted as Exhibit A-9, and which are summarized in Finding of Fact No. 70, except as may be modified by this Order and subject to PennDOT approval where PennDOT has jurisdiction.

8. Applicant shall design the intersection of the Connector Road and Pottstown Pike so that if warrants are met in the future a traffic signal can be installed. Such design shall be approved by the Township Traffic Engineer and Board during land development.

9. Applicant shall implement traffic calming measures as described in Mr. Richardson's testimony on November 14, 2017 and as outlined in Finding of Fact number 71 above.

10. Applicant shall provide open space and a trail network throughout the development as presented on the Revised Plans and in Applicant's testimony. The issue of whether the Revised Plans should be revised to include a trail on the eastern boundary of the Property leading north along Pottstown Pike shall be decided by the Board during land development. All trails shall be open to the public but maintained by the homeowners association which is created for the development. The exact location of all trails to be installed in the development shall be approved by the Board during land development.

11. Applicant shall obtain the Fire Marshal's approval for the location of the fire hydrants within the community as part of land development.

12. The final landscaping plan for the community shall be approved by the Board during land development and shall comply with the Township Code unless the Board grants waivers of certain provisions of the Code.

13. If the landscaping plan proposes street trees to be located within any publicly dedicated right-of-way, the homeowners association which is created for the community shall maintain responsibility for maintenance of all street trees. If any street trees cause heaving or damage to sidewalks, the homeowners association shall be responsible for repair and maintenance of the sidewalks.

14. Applicant shall provide a blanket easement on the final land development plan in favor of the Township which shall allow the Township to provide public services such as sewer, trash and maintenance of stormwater management facilities.

15. Applicant shall be permitted to provide on street parking in certain locations throughout the community. Appropriate locations must be approved by the Township Engineer, Fire Marshal and Board during land development approval. Where on street parking is permitted, Applicant shall prohibit on street parking on the other side of any

internal street and shall designate this side of the street as a fire lane. Applicant shall install signage approved by the Township as part of land development and include the parking restriction in the Homeowner's Declaration which shall be submitted to the Board and Township as part of land development and shall be reviewed and approved by the Township Solicitor prior to recordation of the final plan.

16. Applicant shall pay the Township's transportation impact fee based on the Township Ordinances as calculated by the Township Traffic Engineer.

17. Applicant shall obtain written consent from PECO for any disturbance to PECO's facilities which are located on the Property. Such written consent shall be provided to the Township during land development.

18. Applicant shall obtain written consent from Columbia Gas for any disturbance to the pipelines which are located on the Property. Such written consent shall be provided to the Township during land development.

19. Applicant and its successors and assigns in interest to the Property shall be strictly bound by this Decision.

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Kevin C. Kerr, Chairman

Jamie W. Goncharoff, Vice-Chairman

Guy A. Donatelli, Member



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Cary B. Vargo
Township Manager

RE: Authorize the Filing of Writ of Scire Facias – Utility Accounts

DATE: December 12, 2017

Attached for your review and consideration is a list of Utility Accounts, six (6) sewer and one (1) solid waste and recycling with balances that exceed the established amounts that trigger the filing of Writ of Scire Facias. The Township's Accounts Receivable Department, with the assistance of the Solicitor, has filed all appropriate and applicable intermediate steps as outlined in the attached Collections Policy.

I would respectfully request that the BOS approve the filing of a Writ of Scire Facias on the attached accounts.

SEWER ACCOUNTS

Acct #	Current Balance	Lien Filed	Writ Filed	Last Pymnt
CHESTER SPRING \$	4,172.19	1/14/2016	4/4/2017	6/24/2014
DOWNINGTOWN \$	6,390.25	6/11/2015	4/4/2017	5/30/2017
paid \$175.00 5-30-17; nothing since				
GLENMOORE, P/ \$	9,041.13	9/4/2012	4/4/2017	11/30/2017
paid \$1,700.00 4-13-17				
paid \$175.00 9-19-17; 11-30-17; sporadic				
CHESTER SPRING \$	5,308.79	11/5/2015	4/4/2017	never
never made a payment since 2010				
DOWNINGTOWN \$	14,619.18	4/13/2011	3/21/2017	never
never made a payment since 2005		9/4/2012		
DOWNINGTOWN \$	3,759.45	2/16/2017	8/29/2017	4/21/2015
CHESTER SPRING \$	5,184.70	8/1/2012	8/31/2017	never

TRASH ACCOUNTS

UPPER UWCHLAN TOWNSHIP
UTILITY BILLING CASH RECEIPTS AND COLLECTIONS POLICY

ADOPTED: May 16, 2016

PURPOSE OF THE UTILITY BILLING CASH RECEIPTS AND COLLECTIONS POLICY

The purpose of this policy is to establish guidelines for both the receipt of payments for Solid Waste & Recycling and Sewer services and the timely collection of delinquent accounts resulting from non-payment.

SCOPE

This policy is intended to apply only to billings for Sewer and Solid Waste and Recycling.

RESPONSIBILITY

The Treasurer is responsible for maintaining and revising this policy with the review and approval of the Township Manager.

BILLINGS FOR SERVICES

Solid Waste and Recycling

The Township contracts with an outside contractor to provide Solid Waste and Recycling Services to the Township. The contract with the outside contractor typically has a term of three years and is subject to the bid process outlined in the Second Class Township Code. All **occupied residential properties** as defined in Chapter 148 of the Township Code are provided this service by the Township except for the developments who are providing it through the Homeowner's Association. Those developments are:

- Marsh Harbour
- Mews at Byers Station (condominiums)

The Township invoices the residential properties on an annual basis. The service period extends from February 1 until January 31 of the following year. Invoices for the annual period are mailed at the end of January and are due according to the following schedule:

- | | |
|-----------------------------------|---------------------|
| • Discount of 2% | March 31 |
| • In full, no discount or penalty | September 30 |
| • Penalty of 10% | October 1 and later |

In August, reminder letters are mailed to those residents who have not paid their balances in full. The penalty will be applied to accounts which have a balance on October 1.

Commercial establishments are required to provide and pay for their own Solid Waste and Recycling services. They are subject to the Township's Solid Waste and Recycling ordinances.

Sewer

The Upper Uwchlan Township Municipal Authority is responsible for the operation of the sewer system in Upper Uwchlan Township. It has delegated the responsibility for billing sewer services to Township personnel. Residential customers pay a flat fee. Commercial customers are billed one quarter in arrears based on water usage as metered by the local water company. Sewer bills are mailed on a quarterly basis according to the following schedule:

<u>Service Period</u>	<u>Bills Mailed</u>	<u>Payment Due</u>
January 1 – March 31	End of January	February 28
April 1 – June 30	End of April	May 31
July 1 – September 30	End of July	August 31
October 1 – December 31	End of October	November 30

Due dates may be adjusted so they do not fall on a weekend.

RECEIPT OF PAYMENTS

Payments may be received in three ways: by U.S. mail to the Township building or the post office box at the Uwchland Post Office; in person at the Township building – at the secure drop box outside or at the Office; or electronically via our website.

While we discourage payments in cash, they will be accepted at the Township Office. A receipt must be given for all payments made in cash at the Township Office window.

PENALTY AND INTEREST

If payment is not received on or before the scheduled deadlines, penalty and/or interest charges will be applied to the account according to the appropriate Township ordinance for the service rendered.

Solid Waste and Recycling

Upper Uwchlan Township's Ordinance #2012-02 amended the Code of Upper Uwchlan Township, Chapter 148, titled "Solid Waste and Recycling" to authorize the collection of interest on delinquent accounts. It specifies the following:

- All collection service charges billed and unpaid on their respective due dates shall incur a ten-percent (10%) penalty on the account balance served by the Township until paid.
- All fees not paid within three months following the month in which the bills were due and payable shall be deemed to be delinquent and shall be subject to interest charges in the amount of 1% per month of the unpaid balance until paid.

Sewer

The Upper Uwchlan Municipal Authority passed Resolution #05-16-12-10 on May 16, 2012 which authorizes the following regarding unpaid sewer account balances:

- All user fees established by Resolution of the Municipal Authority from time to time which remain unpaid on their respective due date shall incur a ten-percent (10%) penalty on the account balance served by the Municipal Authority until paid.
- All user fees not paid within three months following the month in which the bills were due and payable shall be deemed to be delinquent and shall be subject to interest charges in the amount of 1% per month of the unpaid balance until paid.

DELINQUENT ACCOUNTS

Residents who are delinquent will be notified regarding account balances and impending action dates via a series of letters which are mailed according to a pre-determined schedule. There may be differences in the dates depending on whether the delinquency is for Solid Waste and Recycling or Sewer.

The “initial contact” referenced below shall be in the form of a written notice, mailed to the resident’s mailing address on file with the Township. The resident then has thirty (30) days to respond to the letter and make mutually satisfactory arrangements to pay the outstanding balance.

If such arrangements are made and honored prior to the initiation of the lien process, the process will be put on “hold” pending receipt of full payment as agreed, in writing, by the resident. If the resident fails to make the payments as agreed, the Township may resume the process towards executing a lien on the property. The next step is for the Township or Authority to forward the matter to our Solicitor. The Solicitor will mail a certified letter to the resident to notify him of the Township’s intention to lien the property for non-payment of a municipal debt. Failure of the resident to accept delivery of the certified letter does not prevent the Township from placing a lien on the property.

Solid Waste and Recycling

Initial contact regarding delinquency
Thirty (30) days after initial contact
Ten days after attorney letter

After balance has been unpaid for two years
Solicitor mails certified letter for payment
Attorney executes a lien against the property

Sewer

Initial contact regarding delinquency
Thirty (30) days after initial contact
Ten days after attorney letter

After missing 2nd consecutive quarter payment
Solicitor mails certified letter for payment
Attorney executes a lien against the property

Payment Terms for Delinquent Accounts

Any payment arrangement with a resident, prior to filing a lien, must adhere to the following:

- Payments must be structured so that the delinquent account will reach a zero balance within twelve (12) months, taking current quarterly or annual charges into account
- Payments must be a minimum of \$125.00 per month

WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM

When a resident is delinquent in an amount greater or equal to the amount specified below, a combination lien is filed against the subject property which encompasses all previous liens and additional charges accrued since the previous lien was filed. This applies to each type of utility delinquency separately.

	<u>Delinquent Amount</u>	
Solid waste and recycling	\$1,300	(equivalent to 4 years non-payment)
Sewer	\$2,300	(equivalent to 3 years non-payment)

A copy of this lien is sent to the property owner with notice that the Township is prepared to file a Writ of Execution for the Sale by Sheriff of the property in its continued effort to collect the unpaid fees. Continued failure to establish or maintain a reasonable payment arrangement results in the filing of a Writ of Scire Facias Sur Municipal Claim. The resident has twenty (20) days after being served the Writ to respond. If no response or defense is entered, the property is sent to Sheriff Sale to recover the debt owed.