



## AGENDA

October 22, 2019

7:30 p.m.

LOCATION: Temporary Township Administration Office  
415 Eagleview Boulevard, Suite 116, Exton 19341

Packet Page #

I.	Call to Order		
II.	Approval of Minutes:	September 24, 2019	2
III.	Approval of Payments:	October 2019	4
IV.	Authority Administration Reports		
	A. Clean Water, Inc. Monthly Report		-
	B. ARRO Consulting Monthly Report		18
	C. Authority Administrator's Report		41
	D. Public Works Department Report		-
V.	Open Session		
VI.	Next Meeting Date:	November 26, 2019 ~ 7:30 p.m.	
	Location:	Temporary Township Administration Office 415 Eagleview Boulevard, Suite 116, Exton 19341	
VII.	Adjournment		



MEETING MINUTES  
 September 24, 2019  
 7:30 PM  
**DRAFT**

In Attendance: D. Carlson, Chairman (by telephone), W. Quinn, Member, B. Watts, Member, L. Schack, Member, G. Matthew Brown, P.E., DEE, Authority Administrator, Brady Flaharty, P.E. and David Schlott, Jr, P.E., ARRO Consulting, Inc.

**Call to Order**

Since the Chairman joined the meeting by telephone and the Vice-Chairman was not present, the consensus of the attending members was that W. Quinn should serve as attending Chair. W. Quinn then called the meeting to order at 7:31 PM.

**Approval of Minutes**

Draft minutes of the August 27, 2019 meeting were presented. B. Watts made a motion to approve the minutes as submitted. D. Carlson seconded. It was so moved.

**Approval of Payments**

Following questions and a brief discussion, a motion was made by D. Carlson to approve the payments for September 2019. B. Watts seconded. It was so moved. D. Carlson moved to accept in good faith the Balance Sheet and Revenue and Expenses Reports as prepared by the Township Treasurer. B. Watts seconded the motion. It was so moved. D. Carlson made a suggestion for the Authority Administrator to review with the Township Treasurer the accounts holding the Authority available funds to ascertain whether the investments best served the Authority.

**Authority Administration Reports**

M. Brown noted that all treatment facilities were operating well and within their permit requirements.

M. Brown noted discussions continue with PADEP regarding issuing the planning approval for the Byers Road main extension project. He noted the Authority is awaiting approval of a compromise with the State regarding service.

Following several questions and further discussion of current projects, D. Carlson moved to accept the reports of the Authority Administrator. B. Watts seconded. It was so moved.

Open Session

No further public comment was made.

**Next Meeting Date: October 22, 2019 - 7:30 PM**

W. Quinn noted the date, time and location (Township temporary facilities) of the next meeting of the Authority.

**Adjournment**

There being no further business to be brought before the Authority, D. Carlson moved, seconded by B. Watts to adjourn the meeting at 8:00 PM.

Respectfully submitted,

G. Matthew Brown, P.E., DEE  
Authority Administrator

October 18, 2019  
02:06 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: MA MERIDIAN to MA MERIDIAN Range of Check Ids: 2004 to 2038  
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
2004	10/22/19	ALSGROUP ALS GROUP USA, CORP	2,411.10	2103
2005	10/22/19	AQUAPO10 AQUA PA	3,154.76	2103
2006	10/22/19	AQUAPA AQUA PA	75.00	2103
2007	10/22/19	ARROC010 ARRO CONSULTING, INC.	30,685.58	2103
2008	10/22/19	BLOOMGLE BLOOMING GLEN CONTRACTORS	58,521.18	2103
2009	10/22/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	157.87	2103
2010	10/22/19	CHRISFRA FRANTZ, CHRISTOPHER	105.00	2103
2011	10/22/19	CLEANWAT CLEAN WATER, INC.	11,155.00	2103
2012	10/22/19	DECKM010 DECKMAN ELECTRIC, INC.	2,034.45	2103
2013	10/22/19	DELTRUST DELAWARE VALLEY PROP&LIA TRST	3,575.25	2103
2014	10/22/19	DYNAT010 DYNAT TECH INDUSTRIES LTD	4,479.00	2103
2015	10/22/19	EAGLHARD EAGLE HARDWARE	643.36	2103
2016	10/22/19	EDMUN010 EDMUNDS & ASSOCIATES, INC.	1,302.47	2103
2017	10/22/19	GLASG010 GLASGOW, INC.	9,782.38	2103
2018	10/22/19	HOFFMEQU HOFFMAN INTERNATIONAL, INC	477.00	2103
2019	10/22/19	HONEYBRO HONEY BROOK OUTDOOR POWER	57.11	2103
2020	10/22/19	HOPKINS HOPKINS & SCOTT, INC	1,950.00	2103
2021	10/22/19	INKS0010 INK'S DISPOSAL SERVICE, INC.	960.00	2103
2022	10/22/19	JCEHRLIC J. C. EHRLICH CO., INC.	450.00	2103
2023	10/22/19	KRUPA010 KRUPANSKY FENCE CO., LLC	13,936.00	2103
2024	10/22/19	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	76.96	2103
2025	10/22/19	MAPLEDIR MAPLE DIRECT INC	1,415.00	2103
2026	10/22/19	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC	8,073.87	2103
2027	10/22/19	MCI00001 MCI COMM SERVICE	36.13	2103
2028	10/22/19	MJREIDER M. J. REIDER ASSOCIATES, INC.	696.50	2103
2029	10/22/19	MSSER040 M & S SERVICE COMPANY, INC.	508.05	2103
2030	10/22/19	PECO0010 PECO	16,880.45	2103
2031	10/22/19	PENNS080 PENNSYLVANIA ONE CALL	134.11	2103
2032	10/22/19	PRED0010 PREDOC	4,492.63	2103
2033	10/22/19	QUINNCO QUINN CONSTRUCTION, INC	6.00	2103
2034	10/22/19	UNIVA010 UNIVAR USA INC	4,671.18	2103
2035	10/22/19	VERIZFIO VERIZON	132.40	2103
2036	10/22/19	VERIZFIO VERIZON	1,058.88	2103
2037	10/22/19	UPPER070 UPPER UWCHLAN TOWNSHIP	75,437.99	2104
2038	10/22/19	UUTSEWER UPPER UWCHLAN TWP SEWER FUND	188,700.00	2105

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	35	0	448,232.66	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	35	0	448,232.66	0.00

October 18, 2019  
02:07 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: MA MERIDIAN to MA MERIDIAN Range of Check Ids: 2004 to 2038  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y 5

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #		Item Description					Contract				
2004	10/22/19	ALSGROUP ALS GROUP USA, CORP									2103
19-01480	1	marsh harbor	889.80		06-420-000-030 Testing		Expenditure			1	1
19-01511	1	ewing tract	829.80		06-420-000-030 Testing		Expenditure			87	1
19-01511	2	ewing tract	691.50		06-420-000-030 Testing		Expenditure			88	1
				2,411.10							
2005	10/22/19	AQUAP010 AQUA PA									2103
19-01513	1	119 prescott drive	18.00		06-409-000-037 Water		Expenditure			117	1
19-01513	2	100 milford road	18.00		06-409-000-037 Water		Expenditure			118	1
19-01513	3	100 precsott drive	18.00		06-409-000-037 Water		Expenditure			119	1
19-01513	4	meadow creek lane	18.00		06-409-000-037 Water		Expenditure			120	1
19-01513	5	308 flagstone road	18.00		06-409-000-037 Water		Expenditure			121	1
19-01513	6	1 prospect hill blvd	50.00		06-409-000-037 Water		Expenditure			122	1
19-01513	7	528 walter court	27.52		06-409-000-037 Water		Expenditure			123	1
19-01513	8	325 fellowship road	2,802.24		06-409-000-037 Water		Expenditure			124	1
19-01513	9	658 collingwood terr	42.00		06-409-000-037 Water		Expenditure			125	1
19-01513	10	241 fellowship road	18.00		06-409-000-037 Water		Expenditure			126	1
19-01513	11	29 yarmouth lane	14.00		06-409-000-037 Water		Expenditure			127	1
19-01513	12	425 hemlock lane	39.00		06-409-000-037 Water		Expenditure			128	1
19-01513	13	2680 primrose court	18.00		06-409-000-037 Water		Expenditure			129	1
19-01513	14	381 lcr	18.00		06-409-000-037 Water		Expenditure			130	1
19-01513	15	111 dorothy lane	18.00		06-409-000-037 Water		Expenditure			131	1
19-01513	16	1120 sunderland ave	18.00		06-409-000-037 Water		Expenditure			132	1
			3,154.76								
2006	10/22/19	AQUAPA AQUA PA									2103
19-01482	1	q2 commercial utility billing	75.00		06-406-000-100 Utility Billing Costs		Expenditure			11	1

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #	Item	Description					Contract				6
2007 19-01481	10/22/19 1	ARROC010 ARRO CONSULTING, INC. project 17000.00 consulting	5,576.45		06-408-000-000 Engineering Fees	Expenditure		2103		2	1
19-01481	2	project 9310.32 ww sys admin	10,037.40		06-400-000-002 Authority Administrator	Expenditure				3	1
19-01481	3	project 10270.45 lakeridge ww	105.71		06-408-000-000 Engineering Fees	Expenditure				4	1
19-01481	4	project 10270.48 byers road	45.50		06-408-000-000 Engineering Fees	Expenditure				5	1
19-01481	5	project 10270.53 lakeridge	7,225.77		06-408-000-000 Engineering Fees	Expenditure				6	1
19-01481	6	project 10270.64 milford farms	6,535.50		06-408-000-000 Engineering Fees	Expenditure				7	1
19-01481	7	project 10270.65 act 537 plan	52.50		06-408-000-000 Engineering Fees	Expenditure				8	1
19-01481	8	project 10270.68 act 537 plan	756.25		06-408-000-000 Engineering Fees	Expenditure				9	1
19-01481	9	project 17000.00 consulting	350.50		06-408-000-000 Engineering Fees	Expenditure				10	1
			30,685.58								
2008 19-01483	10/22/19 1	BLOOMGLE BLOOMING GLEN CONTRACTORS pay app #6 - lakeridge	58,521.18		06-483-000-000 Capital Repair	Expenditure		2103		12	1
2009 19-01484	10/22/19 1	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI sewer collections	157.87		06-404-000-000 Legal Fees	Expenditure		2103		13	1
2010 19-01492	10/22/19 1	CHRISFRA FRANTZ, CHRISTOPHER ma - review of board package	105.00		06-404-000-000 Legal Fees	Expenditure		2103		35	1
2011 19-01485	10/22/19 1	CLEANWAT CLEAN WATER, INC. ma - wwtp monthly operations	11,155.00		06-420-000-045 Contracted Services	Expenditure		2103		14	1
2012 19-01488	10/22/19 1	DECKM010 DECKMAN ELECTRIC, INC. saybrooke - hydromatic pump	2,034.45		06-420-000-025 Maintenance & Repair	Expenditure		2103		26	1
2013 19-01487	10/22/19 1	DELTRUST DELAWARE VALLEY PROP&LIA TRST property insurance	2,189.10		06-409-000-035 Insurance	Expenditure		2103		24	1
19-01487	2	liability insurance	1,386.15		06-409-000-035 Insurance	Expenditure				25	1
			3,575.25								
2014 19-01486	10/22/19 1	DYNAT010 DYNA TECH INDUSTRIES LTD byers station	595.00		06-420-000-045 Contracted Services	Expenditure		2103		15	1
19-01486	2	windsor ridge	498.00		06-420-000-045 Contracted Services	Expenditure				16	1

Check #	Check Date	Vendor	Amount Paid Charge Account			Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref	Seq	Acct	
2014	DYNA TECH INDUSTRIES LTD	Continued								
19-01486	3	ewing tract	489.00	06-420-000-045 Contracted Services	Expenditure		17	1		
19-01486	4	reserve #2	465.00	06-420-000-045 Contracted Services	Expenditure		18	1		
19-01486	5	walter court	518.00	06-420-000-045 Contracted Services	Expenditure		19	1		
19-01486	6	reserve #1	465.00	06-420-000-045 Contracted Services	Expenditure		20	1		
19-01486	7	little conestoga rd ps	575.00	06-420-000-045 Contracted Services	Expenditure		21	1		
19-01486	8	marsh harbor	409.00	06-420-000-045 Contracted Services	Expenditure		22	1		
19-01486	9	ewing west vincent	465.00	06-420-000-045 Contracted Services	Expenditure		23	1		
			4,479.00							
2015	10/22/19	EAGLHARD EAGLE HARDWARE								
19-01491	1	ma - number set	3.29	06-420-000-020 Supplies	Expenditure		29	1		
19-01491	2	ma - paint	12.58	06-420-000-020 Supplies	Expenditure		30	1		
19-01491	3	ma - hardware	47.64	06-420-000-020 Supplies	Expenditure		31	1		
19-01491	4	ma - key, paint, nozzle	223.89	06-420-000-020 Supplies	Expenditure		32	1		
19-01491	5	ma - weed/grass	24.99	06-420-000-020 Supplies	Expenditure		33	1		
19-01491	6	ma - enamel, paint, blower	330.97	06-420-000-020 Supplies	Expenditure		34	1		
			643.36							
2016	10/22/19	EDMUN010 EDMUNDS & ASSOCIATES, INC.								
19-01490	1	qtr 3 - sewer billing services	1,302.47	06-406-000-100 Utility Billing Costs	Expenditure		28	1		
2017	10/22/19	GLASG010 GLASGOW, INC.								
19-01493	1	marsh harbor - paving material	9,782.38	06-420-000-020 Supplies	Expenditure		36	1		
2018	10/22/19	HOFFMEQU HOFFMAN INTERNATIONAL, INC								
19-01495	1	ma - equipment rental	477.00	06-420-000-045 Contracted Services	Expenditure		38	1		
2019	10/22/19	HONEYBRO HONEY BROOK OUTDOOR POWER								
19-01496	1	ma - pulley, spring, belt	57.11	06-420-000-020 Supplies	Expenditure		39	1		
2020	10/22/19	HOPKINS HOPKINS & SCOTT, INC								
19-01494	1	survey on font road	1,950.00	06-420-000-045 Contracted Services	Expenditure		37	1		

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #	Item	Description	Account Type	Contract	Ref					
2021	10/22/19	INKS0010 INK'S DISPOSAL SERVICE, INC.								2103
19-01497	1	ma - eaglepointe/lakeridge	960.00	06-420-000-025	Maintenance & Repair	Expenditure		40	1	
2022	10/22/19	JCEHRLIC J. C. EHRLICH CO., INC.								2103
19-01489	1	lagoon @ marsh harbor	450.00	06-420-000-032	Vegetation Management	Expenditure		27	1	
2023	10/22/19	KRUPA010 KRUPANSKY FENCE CO., LLC								2103
19-01498	1	kiloran wynd, yarmouth, walter	6,176.00	06-420-000-045	Contracted Services	Expenditure		41	1	
19-01498	2	kiloran wynd, yarmouth, walter	7,760.00	06-420-000-045	Contracted Services	Expenditure		42	1	
			13,936.00							
2024	10/22/19	LUDWI060 LUDWIG'S CORNER SUPPLY CO.								2103
19-01499	1	couplings, onion, nipple	76.96	06-420-000-020	Supplies	Expenditure		43	1	
2025	10/22/19	MAPLEDIR MAPLE DIRECT INC								2103
19-01510	1	2019 Q4 sewer postage (2,823)	1,415.00	06-406-000-100	Utility Billing Costs	Expenditure		86	1	
2026	10/22/19	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC								2103
19-01503	1	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		53	1	
19-01503	2	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		54	1	
19-01503	3	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		55	1	
19-01503	4	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		56	1	
19-01503	5	route 100 wwt	3,606.30	06-420-000-031	Pump & Haul	Expenditure		57	1	
19-01503	6	route 100 wwt	526.76	06-420-000-031	Pump & Haul	Expenditure		58	1	
19-01503	7	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		59	1	
19-01503	8	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		60	1	
19-01503	9	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		61	1	
19-01503	10	route 100 wwt	77.63	06-420-000-031	Pump & Haul	Expenditure		62	1	
19-01503	11	saybrooke	351.90	06-420-000-031	Pump & Haul	Expenditure		63	1	
19-01503	12	marsh harbor	305.33	06-420-000-031	Pump & Haul	Expenditure		64	1	
19-01503	13	eaglepointe	184.75	06-420-000-031	Pump & Haul	Expenditure		65	1	
19-01503	14	eaglepointe	7.59	06-420-000-031	Pump & Haul	Expenditure		66	1	

October 18, 2019  
02:07 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 5

Check #	Check Date	Vendor	Reconciled/Void	Ref Num			
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
2026	MCGOVERN ENVIRONMENTAL, LLC	Continued				6	
19-01503	15	eaglepointe	316.71	06-420-000-031	Expenditure	67	1
				Pump & Haul			
19-01503	16	eaglepointe	404.69	06-420-000-031	Expenditure	68	1
				Pump & Haul			
19-01503	17	eaglepointe	404.69	06-420-000-031	Expenditure	69	1
				Pump & Haul			
19-01503	18	eaglepointe	404.69	06-420-000-031	Expenditure	70	1
				Pump & Haul			
19-01503	19	eaglepointe	316.71	06-420-000-031	Expenditure	71	1
				Pump & Haul			
19-01503	20	eaglepointe	316.71	06-420-000-031	Expenditure	72	1
				Pump & Haul			
19-01503	21	eaglepointe	306.00	06-420-000-031	Expenditure	73	1
				Pump & Haul			
			8,073.87				
2027	10/22/19	MCI00001 MCI COMM SERVICE				2103	
19-01500	1	telephone	36.13	06-409-000-032	Expenditure	44	1
				Telephone			
2028	10/22/19	MJREIDER M. J. REIDER ASSOCIATES, INC.				2103	
19-01501	1	saybrooke	42.00	06-420-000-030	Expenditure	45	1
				Testing			
19-01501	2	marsh harbor	122.50	06-420-000-030	Expenditure	46	1
				Testing			
19-01501	3	lakeridge	108.50	06-420-000-030	Expenditure	47	1
				Testing			
19-01501	4	rt 100 wtp	108.50	06-420-000-030	Expenditure	48	1
				Testing			
19-01501	5	saybrooke	108.50	06-420-000-030	Expenditure	49	1
				Testing			
19-01501	6	reserve,eagle hunt,byers,ewing	56.00	06-420-000-030	Expenditure	50	1
				Testing			
19-01501	7	eaglepointe	150.50	06-420-000-030	Expenditure	51	1
				Testing			
			696.50				
2029	10/22/19	MSSER040 M & S SERVICE COMPANY, INC.				2103	
19-01502	1	repair effluent turbine pumps	508.05	06-420-000-025	Expenditure	52	1
				Maintenance & Repair			
2030	10/22/19	PECO0010 PECO				2103	
19-01512	1	304 fellowship road	209.44	06-409-000-036	Expenditure	89	1
				Electric			
19-01512	2	2500 eagle farms road	688.89	06-409-000-036	Expenditure	90	1
				Electric			
19-01512	3	seabury lane	30.93	06-409-000-036	Expenditure	91	1
				Electric			
19-01512	4	primrose court	836.62	06-409-000-036	Expenditure	92	1
				Electric			
19-01512	5	100a prescott drive	340.49	06-409-000-036	Expenditure	93	1
				Electric			

Check #	Check Date	Vendor	Amount Paid Charge Account			Account Type	Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref	Seq	Acct	10	
2030 PECO		Continued									
19-01512	6	meadow creek lane	170.29	06-409-000-036 Electric	Expenditure			94	1		
19-01512	7	301 pottstown pike	277.55	06-409-000-036 Electric	Expenditure			95	1		
19-01512	8	kristines/milford	114.84	06-409-000-036 Electric	Expenditure			96	1		
19-01512	9	711 dorian road	299.17	06-409-000-036 Electric	Expenditure			97	1		
19-01512	10	111 dorothy lane	76.95	06-409-000-036 Electric	Expenditure			98	1		
19-01512	11	dorlan drive	1,223.54	06-409-000-036 Electric	Expenditure			99	1		
19-01512	12	381 lcr	167.88	06-409-000-036 Electric	Expenditure			100	1		
19-01512	13	milford road	28.49	06-409-000-036 Electric	Expenditure			101	1		
19-01512	14	st. andrews road	33.66	06-409-000-036 Electric	Expenditure			102	1		
19-01512	15	park road	1,357.27	06-409-000-036 Electric	Expenditure			103	1		
19-01512	16	55 pottstown pike	599.24	06-409-000-036 Electric	Expenditure			104	1		
19-01512	17	yarmouth lane	319.06	06-409-000-036 Electric	Expenditure			105	1		
19-01512	18	sunderland ave	1,788.81	06-409-000-036 Electric	Expenditure			106	1		
19-01512	19	kiloran wynd drive	163.62	06-409-000-036 Electric	Expenditure			107	1		
19-01512	20	flagstone road	777.61	06-409-000-036 Electric	Expenditure			108	1		
19-01512	21	yarmouth lane	34.33	06-409-000-036 Electric	Expenditure			109	1		
19-01512	22	140 pottstown pike	264.08	06-409-000-036 Electric	Expenditure			110	1		
19-01512	23	275 fellowship road	6,091.34	06-409-000-036 Electric	Expenditure			111	1		
19-01512	24	heron hill drive	103.95	06-409-000-036 Electric	Expenditure			112	1		
19-01512	25	indian springs drive	55.92	06-409-000-036 Electric	Expenditure			113	1		
19-01512	26	yarmouth lane	64.99	06-409-000-036 Electric	Expenditure			114	1		
19-01512	27	cassandra lane	75.66	06-409-000-036 Electric	Expenditure			115	1		
19-01512	28	fellowship road	685.83	06-409-000-036 Electric	Expenditure			116	1		
			16,880.45								
2031	10/22/19	PENNS080 PENNSYLVANIA ONE CALL						2103			
19-01506	1	monthly activity fees	134.11	06-420-000-329 PA One Call	Expenditure			80	1		

October 18, 2019  
02:07 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 7

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #	Item	Description					Contract				
2032	10/22/19	PRED0010 PREDOC						2103			
19-01505	1	various properties		380.00	06-420-000-025	Expenditure		75	1		
					Maintenance & Repair						
19-01505	2	various properties		285.00	06-420-000-025	Expenditure		76	1		
					Maintenance & Repair						
19-01505	3	saybrooke wwt		877.63	06-420-000-025	Expenditure		77	1		
					Maintenance & Repair						
19-01505	4	199 prescott drive		380.00	06-420-000-025	Expenditure		78	1		
					Maintenance & Repair						
19-01505	5	199 prescott drive		2,570.00	06-420-000-025	Expenditure		79	1		
					Maintenance & Repair						
				4,492.63							
2033	10/22/19	QUINNCO QUINN CONSTRUCTION, INC						2103			
19-01504	1	final balance payment		6.00	06-483-000-000	Expenditure		74	1		
					Capital Repair						
2034	10/22/19	UNIVA010 UNIVAR USA INC						2103			
19-01509	1	chemicals		909.02	06-420-000-022	Expenditure		83	1		
					Chemicals						
19-01509	2	chemicals		2,064.42	06-420-000-022	Expenditure		84	1		
					Chemicals						
19-01509	3	chemicals		1,697.74	06-420-000-022	Expenditure		85	1		
					Chemicals						
				4,671.18							
2035	10/22/19	VERIZFIO VERIZON						2103			
19-01507	1	internet		132.40	06-409-000-032	Expenditure		81	1		
					Telephone						
2036	10/22/19	VERIZFIO VERIZON						2103			
19-01508	1	october telephone		1,058.88	06-409-000-032	Expenditure		82	1		
					Telephone						
2037	10/22/19	UPPER070 UPPER UWCHLAN TOWNSHIP						2104			
19-01514	1	2019 Q3 admin fees due to uut		75,437.99	06-400-000-001	Expenditure		1	1		
					Administration						
2038	10/22/19	UUTSEWER UPPER UWCHLAN TWP SEWER FUND						2105			
19-01515	1	bond & interest		188,700.00	06-495-000-000	Expenditure		1	1		
					Expense Reclass						

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	35	0	448,232.66	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	35	0	448,232.66	0.00

**Upper Uwchlan Township Municipal Authority**  
**Balance Sheet**  
**As of September 30, 2019**

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**ASSETS**

<u>Cash</u>			
06-100-000-010	General Checking - Fulton Bank	\$	56,553.74
06-100-000-015	General Checking - Meridian Bank		68,707.08
06-100-000-020	General Checking - WIPP		609,621.91
06-106-000-002	Tap-in Fee Account		346,502.02
06-110-000-100	Fulton Bank Bond Proceeds - ICS		-
06-110-000-200	Fulton Bank Bond Proceeds - MMDA		<u>5,296,906.55</u>
	<b>Total Cash</b>		<b>6,378,291.30</b>
 <u>PSDLAF Investments:</u>			
06-109-000-003	CD Program		-
06-109-000-004	Full Flex		<u>183.84</u>
	<b>Total Investments</b>		<b>183.84</b>
<u>Accounts Receivable</u>			
06-145-000-001	Usage Fees Receivable		280,273.23
06-145-000-002	Capital Assessment Receivable		-
06-147-000-000	Misc Accounts Receivable		<u>546.00</u>
	<b>Total Accounts Receivable</b>		<b>280,819.23</b>
<u>Other Current Assets</u>			
06-130-000-001	Due from MA Capital Fund		-
06-130-000-002	Due from UUT General Fund		694.80
06-130-000-003	Due from UUT Capital Fund		-
06-130-000-004	Due from Solid Waste Fund		<u>3,040.58</u>
06-130-000-005	Due from Stormwater Fund		-
06-130-000-006	Due from Sewer Fund		-
06-152-000-000	Undeposited Funds		-
06-155-000-000	Pre-Paid Expenses		-
06-155-000-010	Pre-Paid Attorney Fees		-
	<b>Total Other Current Assets</b>		<b>3,735.38</b>
<u>Fixed Assets</u>			
06-162-000-001	Fixed Assets		1,537,175.65
06-162-000-050	Accumulated Depreciation		(402,814.94)
06-163-000-100	Phase II Construction Project (CIP)		<u>234,000.00</u>
	<b>Total Fixed Assets</b>		<b>1,368,360.71</b>
<u>Other Long Term Assets</u>			
06-162-000-002	Excess Treatment Capacity		<u>1,649,293.24</u>
	<b>Total Other Long Term Assets</b>		<b>1,649,293.24</b>
	<b>Total Assets</b>	\$	<b>9,680,683.70</b>

**Upper Uwchlan Township Municipal Authority**  
**Balance Sheet**  
**As of September 30, 2019**

**LIABILITIES AND FUND BALANCE**

<u>Current Liabilities</u>		
06-200-000-020	Accounts Payable	-
06-230-000-010	Due to UUT General Fund	76,132.79
06-230-000-020	Due to UUT Capital Fund	-
06-230-000-021	Due to MA Capital Fund	-
06-230-000-030	Due to Solid Waste Fund	28,969.98
06-230-000-040	Due to Water Resource Protection Fund	-
06-230-000-050	Due to Sewer Fund	-
06-230-000-060	Due to Developer's Escrow Fund	-
06-240-000-000	Accrued Expenses	30,757.58
06-241-000-100	Retainage on Phase II Construction Project	-
06-245-000-000	Due to Customers	275.00
06-258-000-100	Interest Payable - 2019 Bonds	69,814.74
	<b>Total Current Liabilities</b>	<b>205,950.09</b>
<u>Equity</u>		
06-272-000-001	Opening Bal Equity	753,500.35
06-272-000-002	Retained Earnings	3,604,237.58
	Current Period Net Income (Loss)	5,116,995.68
	<b>Total Equity</b>	<b>9,474,733.61</b>
	<b>Total Fund Balance</b>	<b>9,474,733.61</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 9,680,683.70</b>

**Upper Uwchlan Township Municipal Authority**  
**Statement of Revenues and Expenditures**

For the Period Ended September 30, 2019

14

	Actual 2019 YTD	Budget 2019	% of Budget	Actual 2018 <i>(Audited)</i>	Budget 2018
<b>REVENUES</b>					
06-340-000-000	Interest Income	110,433.53	15,000.00	736.2%	17,267.00
06-365-000-000	Usage Fees Residential	1,650,023.00	2,139,571.00	77.1%	2,140,967.00
06-365-000-001	Usage Fees Commercial	88,078.90	100,000.00	88.1%	91,041.00
06-365-000-010	Tapping Fees	25,875.00	2,543,000.00	1.0%	31,256.00
06-370-000-000	Misc revenue	-	1,000.00	0.0%	-
06-393-000-100	Proceeds from Long Term Debt	5,205,556.07	5,393,221.00	96.5%	-
06-395-000-000	Refund of Prior Year Expenditures	-	-	#DIV/0!	-
06-395-000-100	Transfer from Sewer Fund	-	-	#DIV/0!	-
<b>TOTAL REVENUES</b>		<b>\$ 7,079,966.50</b>	<b>\$ 10,191,792.00</b>	<b>69.5%</b>	<b>\$ 2,280,531.00</b>
<b>\$ 4,313,304.00</b>					
<b>EXPENDITURES</b>					
<u>General:</u>					
06-400-000-001	Administration	206,602.18	241,246.00	85.6%	211,283.00
06-400-000-002	Authority Administrator	96,373.72	120,000.00	80.3%	121,855.00
06-400-000-003	Professional Fees	-	12,000.00	0.0%	7,533.00
06-400-000-200	Admin Supplies	149.68	1,000.00	15.0%	-
06-400-000-341	Advertising	68.49	5,000.00	1.4%	3,408.00
06-400-000-352	Insurance - Liability	3,575.25	5,545.00	64.5%	4,661.00
06-400-000-355	Bank Fees	153.00	650.00	23.5%	205.00
06-402-000-450	Audit Fees	5,550.00	5,450.00	101.8%	5,300.00
06-404-000-000	Legal Fees	7,128.42	20,800.00	34.3%	15,202.00
06-406-000-100	Utility Billing Costs	8,111.70	10,000.00	0.0%	8,079.00
06-408-000-000	Engineering Fees	319,855.65	150,000.00	213.2%	127,632.00
06-408-000-100	Reimbursable Engineering Fees	-	-	#DIV/0!	-
		647,568.09	571,691.00	113.3%	505,158.00
					565,206.00
<u>Building Expenses:</u>					
06-409-000-031	Lawn Care	-	5,000.00	0.0%	1,194.00
06-409-000-032	Telephone	10,793.88	15,000.00	72.0%	14,923.00
06-409-000-035	Insurance	7,150.50	8,756.00	81.7%	6,974.00
06-409-000-036	Electric	178,101.45	250,000.00	71.2%	250,538.00
06-409-000-037	Water	13,577.93	25,000.00	54.3%	11,628.00
06-409-000-052	Bldg Maint & Repair	-	10,000.00	0.0%	1,514.00
06-409-000-260	Building Supplies & Small Tools	16,010.63	5,000.00	320.2%	259.00
06-409-000-427	Waste Disposal	250.00	-	#DIV/0!	-
		225,884.39	318,756.00	70.9%	287,030.00
					329,797.00
<u>Operations:</u>					
06-420-000-020	Supplies	36,211.87	20,000.00	181.1%	19,287.00
06-420-000-022	Chemicals	4,868.20	15,000.00	32.5%	10,680.00
06-420-000-023	Propane and Fuel Oil	851.42	5,000.00	17.0%	4,649.00
06-420-000-025	Maintenance & Repair	67,681.52	120,000.00	56.4%	98,619.00
06-420-000-030	Testing	25,166.49	40,000.00	62.9%	42,973.00
06-420-000-031	Pump & Haul	39,829.94	50,000.00	79.7%	50,600.00
06-420-000-032	Vegetation Management	17,605.61	20,000.00	88.0%	10,228.00
06-420-000-035	Permits	2,366.00	5,000.00	47.3%	3,768.00
06-420-000-042	Dues and Memberships	10.00	2,500.00	0.4%	2,100.00
06-420-000-045	Contracted Services	116,903.12	135,000.00	86.6%	142,952.00
06-420-000-048	Misc expenses	1,039.90	10,000.00	10.4%	27,070.00
06-420-000-235	Vehicle Maintenance	38.94	2,000.00	1.9%	3,910.00
06-420-000-329	PA One Call	908.19	2,500.00	36.3%	1,541.00
		313,481.20	427,000.00	73.4%	418,377.00
					420,025.00

Upper Uwchlan Township Municipal Authority  
Statement of Revenues and Expenditures

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For the Period Ended September 30, 2019

(Continued)

		Actual 2019 YTD	Budget 2019	% of Budget	Actual 2018 (unaudited)	Budget 2018
<b><u>Capital:</u></b>						
06-472-000-100	Bond Interest Expense - 2019 bonds	151,082.12	190,681.00	79.2%	-	-
06-483-000-000	Capital Repair	533,024.27	50,000.00	1066.0%	-	30,000.00
06-483-000-100	Capital Construction	-	1,500,000.00	0.0%	-	-
06-493-000-083	Depreciation	-	50,000.00	0.0%	87,514.00	36,000.00
		684,106.39	1,790,681.00	38.2%	87,514.00	66,000.00
<b>Total Expenditures before Operations Agreement and Transf</b>		<b>\$ 1,871,040.07</b>	<b>\$ 3,108,128.00</b>	<b>60.2%</b>	<b>\$ 1,298,079.00</b>	<b>\$ 1,381,028.00</b>
<b>Net Income before Operations Agreement and Transfers</b>		<b>\$ 5,208,926.43</b>	<b>\$ 7,083,664.00</b>	<b>73.5%</b>	<b>982,452.00</b>	<b>2,932,276.00</b>
<b><u>Other:</u></b>						
06-471-000-010	Operations Agreement Fee to UUT (2014 t	91,930.75	369,213.00	24.9%	364,339.00	364,463.00
		91,930.75	369,213.00	24.9%	364,339.00	414,463.00
06-492-000-010	Transfer to Sewer Fund	-	-	#DIV/0!	-	-
06-492-000-020	Transfer to Water Resource Protection Fu	-	-	#DIV/0!	-	-
06-492-000-030	Transfer to UUT Capital Fund	-	-	#DIV/0!	-	-
		-	-	#DIV/0!	-	-
<b>TOTAL EXPENDITURES</b>		<b>\$ 1,962,970.82</b>	<b>\$ 3,477,341.00</b>	<b>56.5%</b>	<b>\$ 1,662,418.00</b>	<b>\$ 1,795,491.00</b>
<b>OPERATING INCOME</b>		<b>\$ 5,116,995.68</b>	<b>\$ 6,714,451.00</b>	<b>76.2%</b>	<b>\$ 618,113.00</b>	<b>\$ 2,517,813.00</b>

Upper Uwchlan Township Municipal Authority  
Sewer Billings

16

*Month to Month Change in Receivables and Collections*

	September 2019	August 2019	Change
Beginning Receivable Balance	265,481.68	265,481.68	-
<u>Billings:</u>			
Calculated charges billed	1,655,244.18	1,661,304.18	6,060.00
Billing adjustments	18,971.87	11,551.96	(7,419.91)
 Late payment penalty	 82,909.30	 50,409.15	 (32,500.15)
Adjustments	(4,577.26)	(1,485.05)	3,092.21
	2,018,029.77	1,987,261.92	(30,767.85)
 <u>Less:</u>			
 Collections*	 1,751,643.82	 1,637,847.88	 (113,795.94)
 Receivable balance, month end	 266,385.95	 349,414.04	 83,028.09

This report includes all sewer billings, not just delinquent accounts.

Upper Uwchlan Township Municipal Authority  
Sewer Billings

*Month to Month Change in Delinquent Accounts*  
(accounts that have had a balance in excess of \$380 for 2 or more quarters)

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	9/30/2018	12/31/2018	3/31/2019	4/30/2019	5/31/2019	6/30/2019	7/31/2019	8/31/2019	9/30/2019
Number of delinquent accounts	155	148	133	110	176	151	131	207	160
Total delinquent balance	196,192	206,093	186,466	173,778	221,151	211,591	196,678	224,917	213,107

<u>2019 Payment Schedule</u>		<u>Bills Mailed</u>	<u>Bills Mailed</u>	<u>Payment Due</u>
First quarter	1/31/2018		1/31/2019	2/28/2019
Second quarter	4/30/2018		4/30/2019	5/31/2019
Third quarter	7/31/2018		7/31/2019	8/31/2019
Fourth quarter	10/31/2018		10/31/2019	11/30/2019



350 West Main Street  
Suite 200  
Trappe, PA 19426  
T 610.495.0303  
F 610.495.5855

18

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## MEMORANDUM

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TO: Upper Uwchlan Township Municipal Authority

FROM: G. Matthew Brown, P.E., DEE

RE: Project Status Report

PROJECT NO.: 17000.00

DATE: October 16, 2019

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The following is the status of current wastewater projects within the Township:

### **Byers Station**

**Village at Byers Station (5C), Lot #1 Townhouse Parcel:** The Village at Byers Station (Parcel 5C) pre-construction meeting was held on October 18, 2017. Construction is expected to start within three weeks. The Village at Byers Station (Parcel 5C) site contractor, by email dated November 14, 2017, started submitting its sanitary sewer shop drawing submittals. ARRO reviewed and commented on the submittals. Brubacher Excavating started sanitary sewer installation work on January 4, 2018. The Village of Byers Station (5C) sanitary sewer installation work continues through February 2018, approximately 40% of the sewer mains and laterals have been installed. Sanitary sewer installation work continues through March 2018. As of mid-April 2018 all sanitary sewer mains and laterals have been installed and air tested, while 75 percent of the sewer mains have also passed deflection testing. As of mid-May 2018 all sanitary sewer mains have passed pressure and deflection testing and only manhole vacuum testing remains to be done after base paving is completed. Vacuum testing of each sanitary sewer manhole on the site was completed on July 11, 2018. ARRO approved escrow release No. 1 in the amount of \$302,330.01 by letter dated September 6, 2018. Installation of the gravity house service line to each new townhouse began on September 13, 2018. ARRO reviewed the sanitary sewer videos submitted by Toll Brothers on October 19, 2018. The pipe is in good condition with only minor debris in a few runs that need to be flushed and cleaned. ARRO emailed Toll Brothers on November 2, 2018 with a list of the runs that needed cleaned.

Installation of the gravity house service line to each new townhouse is continuing.

**Village at Byers Station (5C), Lot #2 Commercial Parcel:** ARRO reviewed the Village of Byers Station (5C) – Lot #2 Commercial Parcel's Sewage Facilities Planning Module (SFPM) package. The Developer's engineer submitted a 9,025 gpd sanitary sewer capacity request at the Route 100 WWTP facility. ARRO reviewed the Amended Final PRD Plans submitted by Bohler Engineering and prepared a February 27, 2018 letter to the Township with comments to the Plans. Sewage Facilities Planning Modules were sent to PADEP on April 18, 2018. ARRO reviewed Amended Final PRD Plans, last revised May 7, 2018, and submitted a May 30, 2018 letter to the Township containing comments to the Plans. Additional revised Plans were submitted on July 12, 2018 and are currently under review. The PADEP SFPM approval letter, dated June 27, 2018, was received by the Township. Vacuum testing of each sanitary sewer manhole on the site was completed on July 11, 2018. By email dated July 4, 2018, ARRO requested of Toll Brothers that they submit an agreement document between Toll and BPG Partners, Ltd. stipulating that after BPG has the binder course

paving completed each manhole will again be vacuum tested and BPG will repair any manhole that fails its vacuum re-test. ARRO submitted a July 19, 2018 sanitary sewer comments letter to the Township regarding the additional revised Plans submitted by Bohler Engineering on July 12, 2018. Toll Brothers submitted a July 30, 2018 letter acknowledging it will be responsible to ensure that the sanitary manholes in 5C Commercial will be tested after construction of the commercial portion of the subdivision. Toll requests the Authority require the testing to be a component of the financial security agreement as it relates to the commercial site work. ARRO prepared an August 31, 2018 letter to the Township with comments to the latest Final PRD Plans, last revised August 30, 2018. Eight buildings with various uses are proposed with a sewer capacity of 9,025 gallons per day. On March 18, 2019, ARRO received the draft of a revised land development drawing from Bohler Engineering presenting a new layout arrangement consisting of 67 townhome units, a coffee shop, retail store and a daycare center, and also a revised sanitary sewer capacity request of 15,195 gpd. On July 9, 2019, ARRO received from Bohler Engineering Revision 1 to the Lot #2 land development drawings. The drawings now show 55 townhome units, a 1-½ story retail building and a 2-story mixed-use commercial building. There is a revised sanitary sewer capacity request of 12,872 gpd. ARRO is reviewing the sanitary sewer portion of the drawings. ARRO prepared a July 24, 2019 comments letter to the Revision 1 land development drawings. On August 20, 2019, ARRO received revised Bohler Engineering Lot #2 land development drawings, Revision 2, dated August 16, 2019. ARRO is reviewing the sanitary sewer portion of the drawings. ARRO prepared a September 3, 2019 comments letter to the sanitary sewer portion of Bohler Engineering Lot #2 land development drawings, Revision 2, dated August 16, 2019.

At the October 14, 2019 UUT Board of Supervisors meeting it was approved to send the revised Lot #2 Commercial Parcel SFPM package to PADEP.

**Byers Station (6C), Vantage Point–Chester Springs:** The Developer's engineer submitted a request for 43 EDUs (9,500 gpd) of sanitary sewer capacity at the Route 100 WWTP facility. The Authority Administrator sent a February 20, 2018 letter to D. L. Howell stating there is sufficient capacity at the Route 100 WWTP facility for the proposed 9500 gpd from the project. ARRO reviewed the project's Sewage Facilities Planning Module (SFPM). The module shows a request for 45 EDUs (10,000 gpd) of sanitary sewer capacity. SFPM Component 3 Section G and J were signed. The Pennsylvania Historical and Museum Commission clearance letter and Aqua water service letter have been received for the Sewage Facilities Planning Module (SFPM). On April 18, 2018, the Township forwarded SFPM Components 4B and 4C to the Chester County Planning Commission and Health Department. ARRO reviewed Land Development Plans, plotted April 6, 2018, and submitted an April 30, 2018 letter to the Township containing comments to the Plans. The SFPM is complete and a resolution to accept the document was placed on the Board of Supervisors' August 20, 2018 agenda. The SFPM application package was submitted to PADEP. ARRO prepared a September 6, 2018 sanitary sewer review letter to the latest Land Development Plans submitted by D.L. Howell, last revised August 13, 2018. ARRO received on December 5, 2018 the latest Land Development Plans, last revised November 30. ARRO will submit a sanitary sewer review letter the week of December 10. ARRO prepared and sent to the Township a December 14, 2018 sanitary sewer review letter to the December 5, 2018 Land Development Plans. ARRO received and reviewed the sanitary sewer portion of land development plans Revision No. 3, dated June 21, 2019. The plans show a dedicated sanitary sewer manhole in Byers Road to be installed when the Byers Road sewer extension project is constructed. ARRO prepared and sent a July 5, 2019 review comments letter to the Township. PADEP issued a July 23, 2019 with three (3) items missing from the submitted SFPM. The Authority sent PADEP an August 23, 2019 letter in response to PADEP's July 23, 2019 letter containing three comments to the project's SFPM.

The UUT Board of Supervisors at its September 16, 2019 meeting executed the amended Tentative Approval Decision to permit Parcel 6C to be developed as a senior living facility.

## Eagle Hunt

ARRO has started preparing contract documents for recommended repairs to the Eagle Hunt effluent storage tank as contained in the August 2016 tank inspection report. ARRO conducted a site visit with Dutchland to review and discuss proposed tank repairs. ARRO is in the process of generating contract drawings and specifications for the proposed tank repairs. ARRO is completing Effluent Storage Tank Repair bid documents for bidding by the end of October 2018. ARRO completed the Effluent Storage Tank Repair bid documents. The project will be put out to bid the week of November 26, 2018. ARRO placed the Effluent Storage Tank Repair project on PennBid on December 7, 2018. Bids are due January 10, 2019. Effluent Storage Tank Repair project bids were received on January 10, 2019. ARRO made a recommendation to the Authority to award the contract to Quinn Construction. On March 5, 2019 ARRO sent a Notice of Intent to Award to Quinn Construction and now is waiting for the return of contract documents from Quinn. On March 5, 2019 ARRO sent a Notice of Intent to Award to Quinn Construction and now is waiting for the return of contract documents from Quinn. Effluent Storage Tank Repair contract documents were received from Quinn Construction. The project pre-construction meeting was held on April 17, 2019. Approximately fifty percent of the work at the Eagle Hunt tank is complete as of May 22, 2019. Effluent storage tank repairs are complete. The Contractor is preparing record as-built drawings for the project. ARRO prepared Change Order No. 1 reconciling the final cost of the Effluent Storage Tank Rehabilitation project to \$161,170.50. The Effluent Storage Tank Repair project is complete and ARRO's recommendation to pay the final application for payment has been sent for the Authority's consideration at the August 2019 meeting.

Nothing new to report.

## Eaglepointe

### **Wastewater Treatment Plant and Sanitary Sewer System:**

ARRO is working on a plan for the decommissioning of the Eaglepointe WWTP.

ARRO is reviewing a request for additional wastewater disposal to the Eaglepointe WWTP from a current tenant (Hohmann & Barnard, Inc.) in the J. Loew building onsite. The Authority Administrator approved the J. Loew tenant's request for additional wastewater disposal. ARRO sent Hohmann & Barnard a copy of the Regulations for the Discharge of Non-Residential Waste (NRW) resolution along with a copy of the Non-Residential Waste Discharge permit application for the additional disposal. Hohmann & Barnard, Inc. submitted its NRW permit application. ARRO is preparing the NRW permit for Hohmann & Barnard. ARRO prepared the Hohmann & Barnard NRW permit and sent it to H&B on May 22, 2019.

ARRO and UUT Public Works are working together to locate the source of rag-dumping into the Eaglepointe sanitary sewer system that are clogging the WWTP's influent pumps. On June 27, 2019 UUT Public Works found rags in an Eaglepointe sanitary sewer system manhole only Wawa uses. ARRO discussed the rag issue with the Wawa store manager. ARRO also sent correspondence to the Wawa corporate office and has received written and verbal responses from Wawa that they are endeavoring to correct the issue at their store. On August 20, 2019 ARRO received an email from Wawa that they have retained an outside engineer to design an in-line tank to catch rags and articles of clothing that have been found in the WWTP's influent pump station. On August 20, 2019 ARRO received an email from Wawa that they have retained an outside engineer to design an in-line tank to catch rags and articles of clothing that have been found in the WWTP's influent pump station. On August 27, 2019 ARRO received an email from Wawa stating they have retained Keystone Engineering to design an in-line tank to catch rags and articles of clothing before they get into the Eaglepointe sanitary sewer system. ARRO is awaiting drawings for review.

On October 10, 2019 ARRO received Keystone Engineering's Wawa site design plans depicting an in-line septic tank to catch rags before they can enter the Eaglepointe sanitary sewer system. ARRO reviewed the drawings and transmitted comments back to Keystone.

**CarSense:** Onsite sanitary sewer installation is complete and tested. Wastewater flow from CarSense to the Eaglepointe WWTP started June 1, 2018. Clean Water had a July 25, 2018 sample of CarSense effluent analyzed. Some individual chemistry substances exceeded the Non-Residential Waste Resolution limits. The Authority Administrator, Clean Water and ARRO met with CarSense on August 28, 2018 to discuss ways to lower the substances exceedances.

Nothing new to report.

**Liberty Union Bar & Grille:** Liberty Union effluent was tested and BOD, fat & oil and nitrogen results were found to be higher than the Non-Residential Waste Discharge (NRWD) resolution limits. A November 13, 2017 letter was sent to Liberty Union advising them of their discharge overages and the need to meet with the Authority Administrator, Clean Water and ARRO to discuss how Liberty Union could lower the three elevated discharges. The meeting will take place on November 30, 2017. The Authority Administrator, Clean Water and ARRO met with Liberty Union on November 30, 2017 to discuss how to lower the three elevated discharges. Liberty Union stated they will institute existing grease trap cleaning reforms and update their dish cleaning policy. Clean Water will take additional samples periodically to check the reforms. Clean Water conducted a grab sampling of Liberty Union discharges on January 31, 2018. Sampling test results for Phosphorus, BOD and Oil/Grease continue to be above the Authority's NRWD resolution limits. ARRO had a telephone discussion with Liberty Union on February 23, 2018 about high sampling results. Liberty Union requested a third sampling as a composite sample like the first sampling. The Authority Administrator authorized Clean Water to set up the new composite sampling, which was done over February 19 and 20. A lab error occurred with the sample collected on March 29, 2018. The lab scheduled another sampler collection for April 5 into April 6, 2018. ARRO has not received the latest sampling test results. ARRO transmitted the April 6, 2018 test results to Liberty Union. ARRO is preparing comments to Liberty Union questions on the test results. ARRO prepared comments to Liberty Union questions on the test results. Ten random grab samples for analysis will be taken from the Liberty Union pump station wetwell. Two grab samples have been analyzed and BOD exceeds 1000 mg/L in both samples. The results of two grab samples (collected September 25 and 27) were received and the BOD is below 500 mg/L in both. The results of seven grab samples collected between September 5 and October 10, 2018 all had BOD above the NRWD maximum 250 mg/L threshold, the highest result was 1,700 mg/L.

ARRO is in the process of updating the Non-Residential Waste Discharge resolution.

**Dilibero - Go-Wireless, Eagle Car Wash and Enterprise Rent-A-Car Sanitary Sewer Connection:** ARRO is conducting an evaluation of the wastewater treatment capacity and feasibility for connecting these three businesses to the Eaglepointe WWTP sanitary sewer system. ARRO completed the evaluation, including a piping layout and cost estimate, and it is now under internal review. On April 20, 2018 ARRO transmitted its sanitary sewer evaluation to Dilibero. ARRO has been responding to sanitary sewer related questions from Dilibero's sewer contractor. On March 7, 2019 ARRO transmitted the Authority's Eaglepointe sanitary sewer and easement drawings to Dilibero's engineer for use in preparing their sanitary sewer extension plans.

Nothing new to report.

**Eagle Retail Associates – Starbucks:** ARRO is reviewing the sanitary sewer portion of a conditional use plan for a Starbucks with drive-through to occupy the former Key Bank Building at the Eaglepointe Shopping Center. ARRO reviewed the sanitary sewer portion of the conditional use application and submitted a May 28, 2019 letter to UUT with comments to the plan. ARRO recommended water consumption records be submitted from a similarly-sized facility to determine the necessary wastewater capacity.

Nothing new to report.

## Ewing Tract

Toll Brothers and Lennar started installing house service lines to new homes in Ewing Tract – West Vincent Township February 2016. ARRO is observing installation and testing of the house service lines. All sanitary sewer house service lines at Toll Brothers' Ewing Tract - West Vincent Carriage Home South subdivision are complete and tested as of June 22, 2017. Toll Brothers and Lennar are continuing to install house service lines to new homes in Ewing Tract – West Vincent Township with ARRO observing the completed installations and the testing of the house service lines. ARRO testing reports are being sent to West Vincent Township's engineer, Cedarville Engineering Group, LLC. On December 18, 2018, Toll Brothers and Lennar completed the installation of the final house service line to new homes in Ewing Tract – West Vincent Township.

On November 13, 2018 Toll Brothers submitted the Maintenance Security Agreement and Maintenance Bond for Ewing Tract – West Vincent Phase 2A Sanitary Sewer Improvements. ARRO reviewed the documents and sent comments to Toll Brothers on November 14, 2018. ARRO reviewed and commented on both the December 3, 2018 update of the Maintenance Security Agreement and reviewed and Eagle Farms Road as-built plans received from Toll Brothers for Ewing Tract – West Vincent Phase 2A. The comments revisions were made and ARRO has approved both documents.

ARRO received from Toll Brothers, on December 5, 2018, Phase 2 Ewing Tract – West Vincent documents concerning (1) Maintenance Service Agreement for Carriage Home South, (2) Grant of Sanitary Sewer Easements and Dedication of Facilities for Butternut Lane and Rainer Road, (3) Deed of Dedication for Future Spray Field #4, (4) Grant of Sanitary Sewer Easements and Dedication of Facilities for Lots 327 and 343, and (5) Grant of Access Easements for Lot 335. ARRO is in the process of reviewing the documents. ARRO completed its review of the Toll Brothers December 5, 2018, Phase 2 Ewing Tract – West Vincent documents concerning (1) Maintenance Service Agreement for Carriage Home South, (2) Grant of Sanitary Sewer Easements and Dedication of Facilities for Butternut Lane and Rainer Road, (3) Deed of Dedication for Future Spray Field #4, (4) Grant of Sanitary Sewer Easements and Dedication of Facilities for Lots 327 and 343, and (5) Grant of Access Easements for Lot 335. ARRO emailed documents comments to Riley Riper, dated December 21, 2018 and December 31, 2018. Subsequently, ARRO received from Riley Riper a January 9, 2019 email containing documents with recommended adjustments. On February 25, 2019 ARRO received from Taylor Wiseman Taylor (TWT) revised sanitary sewer record drawings for the Ewing Tract – West Vincent Carriage Home North subdivision. ARRO approved the Ewing Tract – West Vincent Carriage Home North subdivision sanitary sewer record drawings on May 14, 2019 and ARRO subsequently received final drawings and electronic files from TWT.

Nothing new to report.

## Fetter Farm Tract (McKee)

ARRO received a request from a developer engineer for information on available treatment capacity to serve the Tract and met with the Township Manager and developer engineer on September 18, 2012, to discuss treatment capacity and conveyance to the Route 100 WWTP. On August 5, 2014 a meeting was held at the Township Building with The McKee Group to discuss the active adult community proposed by the Developer for the property. A subsequent meeting was held at the Township Building on August 14, 2014 with the Township, Developer and Authority Administrator to discuss sewage flows and disposal. ARRO reviewed a Conditional Use Plan for Fetter's Property prepared for McKee-Milford Associates, LP, dated October 12, 2016. ARRO prepared a review letter to the Township, dated November 8, 2016. The Developer is proposing 375 Housing Units, which will produce 62,675 gallons per day of sanitary sewer flow. The Developer is proposing participation in upgrades to the Route 100 Regional WWTP facility that will trigger the Phase 3 expansion of the WWTP. A review of the capacity within the downstream collection and conveyance system is required to determine the extent of improvements necessary to accept the proposed sewage flow. Preliminary Subdivision/Land Development Plans were submitted to ARRO and are currently under review. The Plans call for 375 mixed Single Family, Twin and Triple units and a Community Center to be built in the subdivision. The

subdivision will connect to the Reserve at Eagle by way of Prescott Drive and to the Reserve at Chester Springs by way of Radek Court. The sanitary sewer disposal requirements are calculated to be 62,675 gpd. On-site drip disposal capacity is calculated to be 42,643 gpd, and the off-site sewage disposal requirement is 20,032 gpd. The combination gravity and low pressure sanitary sewer systems will be directed to the Reserve at Eagle Pump Station No. 1 off Prescott Drive. Preliminary Subdivision/Land Development Plans were submitted and reviewed by ARRO. ARRO comments were submitted in an April 10, 2017 letter to the Township. ARRO is in the process of reviewing the June 15, 2017 resubmission of the Preliminary Subdivision/Land Development Application. ARRO reviewed the June 15, 2017 resubmission of the Preliminary Subdivision/Land Development Plan and submitted comments to the plan in a July 10, 2017 letter to the Township. ARRO also reviewed the subdivision's low pressure sewer system design calculations and submitted comments to the design in a July 12, 2017 letter to the Township. ARRO reviewed an August 1, 2017 revision to the low pressure sewer system design calculations and drawings and submitted an August 16, 2017 letter to the Township with comments to the revision materials. ARRO has started an evaluation of the Reserve at Eagle Pump Station No. 1 to ascertain its capability to accept the Fetter Tract design sanitary sewer disposal requirements. ARRO received revised Preliminary Subdivision/Land Development Plans on September 14, 2017. ARRO reviewed the Plans and sent an October 3, 2017 review comments letter to the Township. ARRO continues an evaluation of the Reserve at Eagle Pump Station No. 1 to ascertain its capability to accept the Fetter Tract design sanitary sewer disposal requirements. The evaluation is substantially complete with the exception of emergency generator assessment. ARRO continues an evaluation of Upland Farms drip disposal to ascertain the facility's capability to store and dispose the Fetter Tract effluent. ARRO reviewed the Sewage Facilities Planning Module (SFPM) and is working on the sanitary sewer review. The Authority Administrator signed the SFPM Component 3 Sections G and J. The Board of Supervisors approved the SFPM resolution at the April 16, 2018 meeting. The developer's engineer stated in an April 17 email to the Authority Administrator that the SFPM is close to being submitted to PADEP for review. The Sewage Facilities Planning Module was send to PADEP on April 18, 2018. Ebert Engineering requested Authority assistance in preparation of a response to comments received from PADEP on the Sewage Facilities Planning Module. ARRO is working on a response. ARRO assisted Ebert Engineering in preparation of letter responses to comments received from PADEP to the Sewage Facilities Planning Module. ARRO transmitted its responses to Ebert Engineering on November 1, 2018. ARRO in association with Ebert Engineering prepared a December 13, 2018 letter to PADEP in response to PADEP Sewage Facilities Planning Module comments. ARRO reviewed the Water Quality Management Part II Permit application, dated July 23, 2019 as submitted by Ebert Engineering on July 26, 2019, along with the supporting design reports for the low pressure sewer system and the upgrades to the Reserve at Eagle Pump Station No.1. ARRO sent comments to Ebert Engineering by email dated August 13, 2019. Ebert subsequently revised its documents based on ARRO comments and resubmitted the documents. ARRO is currently reviewing the revised documents. ARRO reviewed the latest revised Water Quality Management Part II Permit application package received August 21, 2019 from Ebert Engineering. ARRO has no further comments to Ebert's permit application, only ARRO comments remain to be addressed on E. B. Walsh's land development drawings regarding the lining of low pressure force main discharge manholes.

Ebert Engineering sent to PADEP the WQM Part II Permit Application package by transmittal letter dated October 3, 2019.

On October 15, 2019 ARRO received from E. B. Walsh the latest Subdivision and Land Development Plan drawings entitled "The Preserve at Marsh Creek" along with a response letter to previous plan review comments. ARRO will review and comment on the sanitary sewer portion of the latest drawings.

### **Frame Property (Reserve at Chester Springs)**

The pre-construction meeting for the Reserve at Chester Springs (Frame Property) subdivision was held on August 4, 2016. ARRO reviewed shop drawings of sanitary sewer items. The site work is underway. ARRO has been informed by the contractor that sanitary sewer installation is expected to

start at the beginning of October 2016. ARRO was informed by Toll Brothers that the sanitary sewer installation will start on Monday, October 24, 2016. Sanitary sewer installation started in Little Conestoga Road on Monday, October 24, 2016 with the tie-in to a manhole immediately upstream of the Little Conestoga Pump Station. Sewer installation in Little Conestoga Road is complete and is now proceeding within the subdivision. ARRO reviewed Toll Brothers' Reserve at Chester Springs Escrow Release #2 request and prepared a recommendation letter to release \$135,160.56. All sanitary sewer piping is installed and testing is underway. The first house service line is being installed the week of February 13, 2017. ARRO is working with Toll Brothers to obtain an easement within the subdivision for ARRO-designed sanitary sewer to serve three (3) Phase II Collection System properties. ARRO is having survey completed of the easement and for design of sewer for the three properties. The easement survey was completed and the Authority solicitor is preparing a Deed of Dedication for Sewer Easement. ARRO reviewed Toll Brothers' Reserve at Chester Springs Escrow Release #3 request and prepared a recommendation letter to release \$91,727.23. The Authority solicitor prepared a Deed of Dedication for the sewer easement to connect Phase II Collection System properties to the Reserve at Chester Springs. The Deed was transmitted to Toll Brothers for review. ARRO prepared a change order to the contractor, MG Property Management, to install 6-inch sanitary sewer and a manhole within the Reserve at Chester Springs Tot Lot for the future connection of Phase II Collection System properties. All sanitary sewer pipe testing is complete and manhole testing is underway. All sanitary sewer manhole testing is complete. MG Property Management installed the 6-inch sanitary sewer and a manhole within the Reserve at Chester Springs Tot Lot for the future connection of Phase II Collection System properties, but cannot complete its work until the Developer's contractor restores an open utility trench near the work area. ARRO prepared closeout documents for the MG Property Management project. MG Property Management completed its sanitary sewer work within the Tot Lot and will submit closeout documents for the project during the week of August 20, 2017. Installation of the gravity house service line to the last new home (Lot #16) was done on March 26, 2019. On February 11, 2019, ARRO received the sanitary sewer televising video and reports from Toll Brothers' contractor. Ahead of Toll Brothers' paving the subdivision, on April 4, 2019 ARRO checked all sanitary sewer manhole frames and covers and found no damaged units. ARRO inspected all manholes and prepared a punchlist of work items that was sent to Toll Brothers by letter dated May 21, 2019.

Nothing new to report.

### **Greenridge**

On August 1, 2017 a meeting with the Developer was held at the Township to discuss the sanitary sewer options for the redevelopment of the former Upattina School parcel (Open Community Adaptive Reuse Development). ARRO is reviewing a revised Section H of the Sewage Facilities Planning Module submitted by the Developer on August 8, 2017. ARRO reviewed a revised Sewage Facilities Planning Module Section H submitted by the Open Community Developer. The Sewage Facilities Planning Module (SFPN) now includes the revised Section H, and the Component 4 submissions have been forwarded to Chester County's Planning Commission and Heath Department. ARRO conducted a site visit to a property which utilizes an Ecoflow unit similar to that proposed for on-site wastewater pretreatment at the Open Community project. Chester County Planning Commission and Heath Department returned the Open Community Components 4A, 4B and 4C. Component 3 Sections G and J were completed. The Township authorized sending the SFPN package to PADEP for review. The Authority Administrator prepared a March 14, 2018 letter to Warwick Land Development stating the Authority continues to lack sufficient information from Warwick before the Authority could agree to operate the pretreatment facility proposed for the Open Community Adaptive Reuse Development. On behalf of the Open Community Developer, on November 13, 2018 Boucher & James submitted sewer connection plans for review. ARRO is in the process of reviewing the plans and will issue comments in a separate letter. ARRO completed its review of the November 13, 2018 Boucher & James sewer connection plans and issued a November 28, 2018 comments letter to the Township. Subsequently, Boucher & James submitted to ARRO a response email on December 3, 2018 along with revised plans, last dated December 3, 2018. ARRO is reviewing the email responses and the latest revised plans.

On February 25, 2019 PADEP released the WQM permit for the Open Community Adaptive Reuse Project. On March 12, 2019 the Township received a sewer permit application from the Developer. ARRO is setting up a pre-construction meeting for the Open Community Adaptive Reuse Project. On April 25, 2019 ARRO conducted a pre-construction meeting for the Open Community project. The Developer will attempt to use the existing lateral connection installed during the original Greenridge sanitary sewer installation work done in 2005. The Developer excavated a test hole at the existing Greenridge subdivision lateral connection. ARRO was informed by the Developer that elevations were taken and submitted to Boucher & James. The lateral will be used. New plans for connection to the existing lateral will be prepared and submitted to the Authority and ARRO for review. ARRO sent a September 17, 2019 email to the Developer requesting a project update for the sanitary sewer portion of the Open Community Adaptive Reuse Project.

On October 15, 2019 ARRO received an email from the Developer with a project update stating bids have been awarded for the sanitary sewer portion of the Open Community Adaptive Reuse Project. Developer also indicated construction is tentatively scheduled for mid-December 2019.

The property owner at 307 Deerhaven Way in Stonedhedge requested the above-ground remnants of the former community on-lot system in his backyard be removed and the abandoned underground tanks be filled. A \$12,420 proposal was submitted by a contractor for the work.

### **Jankowski (Chester Springs Crossing)**

The Preliminary Plan/Conditional Use Application was submitted to the Township and ARRO provided comments on the sanitary sewer system. ARRO met with The Cutler Group on December 10, 2008 to discuss ARRO's Preliminary Plan/Conditional Use Application review comments. The Cutler Group advised that it was able to locate suitable soils to provide sufficient disposal capacity for both its development needs and the Township's required disposal capacity. ARRO reviewed the soils report and issued a letter to the Township agreeing that sufficient capacity appears to exist, although actual capacity will need to be verified through an as-built survey. ARRO provided comments on a draft preliminary subdivision plan addressing the Township Engineer's June 2008 review letter. The Cutler Group subsequently requested an informal review of the revised plans and ARRO provided unofficial comments so that The Cutler Group may further refine the draft preliminary plan in anticipation of its official submission to the Township. ARRO studied the feasibility of connecting the 60 Jankowski homes to the Saybrooke WWTP system. ARRO found that the Saybrooke WWTP does not have the capacity to treat the additional 14,000 gpd and Pump Station No. 2 does not have sufficient capacity. Also, the land parcel does not have sufficient footprint to support an upgrade to the WWTP. ARRO studied expanding the Saybrooke seepage beds and adding drip facilities. ARRO intends to review PADEP records regarding original Saybrooke seepage bed and soil design parameters. On July 22, 2014, ARRO reviewed PADEP records regarding the original Saybrooke seepage bed and soil design parameters, which confirmed ARRO's initial assumptions, and it appears that all effluent can be disposed on the existing lot if four absorption beds and a drip irrigation system are utilized. ARRO is creating an opinion of probable construction cost for expanding the absorption beds. ARRO has prepared its initial opinion of probable construction cost for expanding the absorption beds. ARRO was in the process of creating an opinion of probable construction cost for the drip irrigation system, but can't obtain final design parameters from PADEP unless onsite soil testing is done to determine soil percolation rates. ARRO issued a May 5, 2017 review letter to the Township with comments to the September 13, 2016 Conditional Use Plan for the Jankowski Tract. On February 2, 2018, the Developer's engineer submitted for review subdivision plans of a 55 Single Family Housing unit community. ARRO is working on a review of the sanitary sewer portion of the subdivision plans. ARRO completed its review of the Preliminary/Final Subdivision-Land Development Plan submitted by E. B. Walsh and prepared a February 26, 2018 letter to the Township with comments to the Plans. ARRO responded to Toll Brothers regarding the Windsor Ridge Pump Station capacity to receive Jankowski estimated sanitary flow. ARRO reviewed the Preliminary/Final Subdivision-Land Development Plan, last revised May 18, 2018, and prepared June 11, 2018 comments to the Township.

Sewage Facilities Planning Module Components 4A, 4B and 4C were received. Presently the project is in the 30-day Public Notice periods, which upon completion the Township can submit the components to PADEP. The Authority Administrator sent an August 14, 2018 letter to Chester County Health Department (CCHD) regarding CCHD's Component 4C comment about malfunctions along Surrey Lane, Font Road and Carriage Drive. The Administrator stated the Authority will be evaluating future extensions in these areas. Subsequently, ARRO conducted a small conceptual planning study to sewer these areas. ARRO presented three sewer extension options and cost opinions to the Authority Administrator for review and comment. The first gravity and low pressure sewer concept sends all flow through the Jankowski tract, the second all-gravity sewer concept sends some flow through Jankowski and the remainder to Reserve at Eagle, while the third all gravity sewer concept sends all flow to the Reserve at Eagle. ARRO is reviewing the latest Preliminary/Final Subdivision Land Development Plan transmitted by E.B. Walsh letter, dated August 10, 2018. SFPM Components 4A, 4B and 4C were received, but the bog turtle clearance letter from PA Fish & Wildlife is still outstanding. The UUT Board of Supervisors authorized the resolution needed for the Sewage Facilities Planning Module at their October 15, 2018 meeting but are holding it until the clearance letter is issued. ARRO prepared an August 30, 2018 sanitary sewer review letter to the latest Preliminary/Final Subdivision-Land Development Plan transmitted by E.B. Walsh letter, dated August 10, 2018. On February 4, 2019, ARRO received the preliminary sanitary sewer escrow calculations from Toll Brothers. ARRO reviewed the calculations and returned comments to Toll. Revised calculations were received and after review were accepted by ARRO. ARRO prepared and sent a letter to the Township recommending acceptance of the sanitary escrow in the amount of \$425,955.60. On February 27, 2019 ARRO received from E. B. Walsh updated Preliminary/Final Subdivision Land Development Plans. ARRO reviewed the sanitary sewer portion of the drawings and transmitted comments to E. B. Walsh by letter dated March 11, 2019. On March 18, 2019 ARRO received from E. B. Walsh updated Preliminary/Final Subdivision Land Development Plans. ARRO reviewed the sanitary sewer portion of the drawings and transmitted comments to E. B. Walsh by email dated April 1, 2019. On April 2, 2019 ARRO received from Toll Brothers a revised sanitary sewer escrow calculation based on the latest E. B. Walsh drawings. ARRO prepared an April 2 letter to the Township recommending accepting the revised escrow amount. ARRO received a May 22, 2019 email from Toll Brothers stating Jankowski construction might start in July 2019. A pre-construction meeting for the project has been scheduled for July 24, 2019. ARRO attended the July 24, 2019 pre-construction meeting and the August 21, 2019 PennDOT HOP site meeting. Sanitary sewer installation for the project is set to begin on August 26, 2019 starting offsite in Windsor Ridge's Garrison Drive. Sanitary sewer installation for the project began on August 26, 2019 starting offsite in Windsor Ridge's Garrison Drive. Garrison Drive sanitary sewer installation is almost complete and the contractor intends to continue its work in the Jankowski site. The boring for the sanitary sewer casing under Route 100 linking Jankowski and Windsor Ridge will take place sometime in October 2019.

Sanitary sewer installation continues in the Jankowski site. The sanitary sewer casing boring under Route 100 linking Jankowski and Windsor Ridge is scheduled for the week of October 28, 2019.

### **Lakeridge**

ARRO is preparing plans and specifications for construction of a sludge tank exterior to the WWTP Control Building. ARRO conducted an inspection of the Lakeridge WWTP Control Building in order to prepare maintenance and repair items for inclusion in the sludge tank construction contract. ARRO is continuing to prepare the sludge tank and building repairs plans and specifications. ARRO has both the sludge tank plans and specifications and the PADEP Part 2 permit application approximately 80 percent complete. ARRO has completed the sludge tank plans and specifications. The Part 2 permit application is expected to be submitted to PADEP by the end of May 2018. Changes to sludge tank design plans were necessary due to updated Columbia Gas easement information. ARRO submitted the Part 2 permit application to PADEP on July 17, 2018. PADEP sent an August 14, 2018 Water Quality Management permit for the sludge tank project. The bidding phase of the work is now in progress. The Sludge Tank Relocation project was put out to bid on September 4, 2018. A pre-bid

meeting for the project is scheduled for September 20, 2018. Bids are due October 18, 2018. ARRO plans to have a bid award recommendation prepared for the October 23, 2018 Authority meeting. Bids for the Sludge Tank Relocation project were received on October 18, 2018 and reviewed by ARRO. ARRO recommended award of the General Contract to Blooming Glen Contractors and the Electrical Contract to Eastern Environmental Contractors. Agreements were delivered to the Township on November 19, 2018 for execution by the Authority at its November Board meeting. ARRO conducted the Sludge Tank Relocation project pre-construction meeting on December 10, 2018. The Sludge Tank project Notice to Proceed was issued on December 17, 2018 for a 180-calendar day construction period. Blooming Glen Contractors submitted its one-call notice for excavation on January 9, 2019. Sludge Tank project shop drawings are being reviewed. The Blooming Glen Contractors project schedule says construction will start in April 2019. The sludge tank project schedule had a setback due to a tank precast fabrication delay. Blooming Glen has submitted a 90-calendar day extension of contract time change order request. Work has begun in the Control Building with the installation of replacement unit heaters. The sludge tank excavation is complete and the tank is scheduled to be delivered July 18, 2019. The date of substantial completion is September 13, 2019. The sludge tank was installed and the general construction and electrical work is commencing. Change orders have been prepared for a 28-calendar day time extension to the general and electrical contracts. The date of substantial completion is now October 11, 2019. The sludge tank general construction and electrical work is coming to an end. Start-up testing is expected to be done in mid-October to meet the substantial completion date.

Start-up testing is scheduled for the week of October 21, 2019 to meet the revised substantial completion date.

#### **Marsh Harbour**

Nothing new to report.

#### **Reserve at Eagle**

Nothing new to report.

#### **Route 100 WWTP**

ARRO conducted a study to search for new disposal sites within and near the Township. Mapping was developed for the study and ARRO conducted a preliminary assessment of a potential stream discharge for the WWTP. ARRO presented its findings regarding potential disposal sites at the December 2016 Board meeting. ARRO has prepared a draft of the Route 100 Regional WWTP disposal fields study for the potential to rerate the fields for additional capacity. ARRO engaged a sub-consultant to review the existing disposal field design records, the Route 100 WWTP SBR discharge limits and ARRO study findings. ARRO received the sub-consultant's report and is reviewing the findings. ARRO prepared a revised Route 100 Regional WWTP allocated treatment and disposal capacity summary. Based on an ARRO search and mapping study conducted in late 2016 for new disposal sites within and near the Township ARRO is evaluating a parcel on South Chester Springs Road to propose how the land could be subdivided and will be preparing an estimate of disposal capacity that would be available in the subdivided areas. ARRO evaluated a parcel on South Chester Springs Road to propose how the land could be subdivided and prepared an estimate of disposal capacity that would be available in the subdivided areas. ARRO found two potential 18-acre drip field areas on the parcel each with an average estimated capacity of 100,000 gallons per day. ARRO has initiated preliminary layout design for two potential 18-acre drip fields on the South Chester Springs Road parcel (the Bennett property).

ARRO prepared a draft of the Route 100 Regional WWTP aerated lagoon nutrient removal study for the potential of rerating of the lagoon to obtain an additional 100,000 gallons of capacity. The draft is under internal review prior to submission to the Authority.

ARRO continues updating the Route 100 Regional wastewater system treatment facility manual and the manuals for the other treatment facilities in the Township.

ARRO is working on setting the entire Route 100 Regional WWTP disposal system into a geographical information system (GIS). ARRO has digitized the record drawings from each disposal system and has completed much of the field work gathering data from each spray and drip field and their associated pump stations. ARRO finished data collection of all Route 100 Regional WWTP disposal fields and is currently analyzing the data and integrated it into the sanitary GIS. ARRO finished integrating into sanitary GIS the data collected from all Route 100 Regional WWTP disposal fields and the Route 100 Regional WWTP. ARRO is continuing to work on digitizing features from all the satellite WWTPs.

ARRO submitted the Act 537 Planning Grant Application to the Pennsylvania Department of Community and Economic Development on May 23, 2019. ARRO received correspondence from the Pennsylvania Department of Community and Economic Development that they will consider the UUT Act 537 Planning Grant Application at their September 17, 2019 Commonwealth Financing Authority (CFA) Board meeting. The CFA posted its September 17, 2019 meeting grant award list and Upper Uwchlan Township was awarded the \$32,610 grant as requested on the Act 537 Planning Grant application.

The UUTMA Act 537 Planning Project is awaiting the grant award documentation and agreement from CFA, which needs to be processed and signed before ARRO can move ahead with the planning.

### **Route 100 WWTP – Phase III**

ARRO is reviewing the Route 100 Regional WWTP pad-mounted transformer's capacity in planning for the Phase III of the WWTP expansion. On February 12, 2018, ARRO met with a PECO representative at the WWTP to inspect the capacity of the WWTP's existing transformer and review the Phase III project. After ARRO reviewed the transformer data provided by PECO along with additional anticipated Phase III loadings ARRO concluded that the existing transformer will need to be upgraded. On May 3, 2018 ARRO completed a preliminary cost opinion for the Phase III construction.

Nothing new to report.

### **Saybrooke**

ARRO is working on a plan for the decommissioning of the Saybrooke WWTP.

Nothing new to report.

### **St. Andrews Brae**

Nothing to report.

### **Upland Farms**

ARRO has started preparing contract documents for recommended repairs to the Upland Farms effluent storage tank as contained in the August 2016 tank inspection report. ARRO conducted a site visit with Dutchland to review and discuss proposed tank repairs. ARRO is in the process of generating contract drawings and specifications for the proposed tank repairs. ARRO is completing Effluent Storage Tank Repair bid documents for bidding by the end of October 2018. ARRO completed the Effluent Storage Tank Repair bid documents. The project will be put out to bid the week of November 26, 2018. ARRO placed the Effluent Storage Tank Repair project on PennBid on December 7, 2018. Bids are due January 10, 2019. Effluent Storage Tank Repair project bids were received on January 10, 2019. ARRO made a recommendation to the Authority to award the contract to Quinn Construction. On March 5, 2019 ARRO sent a Notice of Intent to Award to Quinn Construction and now is waiting for the return of contract documents from Quinn. Effluent Storage Tank Repair contract documents were received from Quinn Construction. The project pre-construction meeting was held on April 17, 2019. Effluent storage tank repairs were completed at Windsor Ridge and are underway at Eagle Hunt.

Repairs to the Upland Farm tank will be done after work at Eagle Hunt is finished. Effluent storage tank repairs are complete. The Contractor is preparing record as-built drawings for the project. ARRO prepared Change Order No. 1 reconciling the final cost of the Effluent Storage Tank Rehabilitation project to \$161,170.50. The Effluent Storage Tank Repair project is complete and ARRO's recommendation to pay the final application for payment has been sent for the Authority's consideration at the August 2019 meeting.

Nothing new to report.

### **Waynebrook**

The last house service line in the development was tested on October 20, 2015. ARRO received Waynebrook Open Space parcel legal descriptions and drip field record plans for review. ARRO reviewed three Waynebrook Open Space parcel legal descriptions and had no comments to them. ARRO reviewed the drip field record plans and transmitted comments to Cutler. Subsequently, revised drip field record plans were submitted, reviewed and approved by ARRO. ARRO requested Cutler submit Waynebrook record drawings as part of dedication. Drawings were received from Cutler, but they were not record drawings. ARRO informed Cutler again to provide record drawings. ARRO received an October 12, 2016 email from Cutler stating submission of record drawings will be in the near future and asking if all legal descriptions and easements were provided for the project. ARRO will review the email's questions and respond to Cutler. ARRO and Authority counsel have reviewed documentation prepared by Cutler for dedication of the Waynebrook sanitary sewer facilities. ARRO is preparing a letter recommending acceptance of sanitary sewer dedication. ARRO prepared a letter recommending acceptance of the sanitary sewer to be dedicated. ARRO has reminded Cutler to submit the approved sanitary sewer and disposal fields record drawings in the forms required by the Authority's Specifications.

Nothing new to report.

### **Windsor Ridge**

ARRO has started preparing contract documents for recommended repairs to the Windsor Ridge effluent storage tank as contained in the August 2016 tank inspection report. ARRO conducted a site visit with Dutchland to review and discuss proposed tank repairs. ARRO is in the process of generating contract drawings and specifications for the proposed tank repairs. ARRO is completing Effluent Storage Tank Repair bid documents for bidding by the end of October 2018. ARRO completed the Effluent Storage Tank Repair bid documents. The project will be put out to bid the week of November 26, 2018. ARRO placed the Effluent Storage Tank Repair project on PennBid on December 7, 2018. Bids are due January 10, 2019. Effluent Storage Tank Repair project bids were received on January 10, 2019. ARRO made a recommendation to the Authority to award the contract to Quinn Construction. On March 5, 2019 ARRO sent a Notice of Intent to Award to Quinn Construction and now is waiting for the return of contract documents from Quinn. Effluent Storage Tank Repair contract documents were received from Quinn Construction. The project pre-construction meeting was held on April 17, 2019. Effluent storage tank repairs were completed by May 20, 2019. The Contractor is preparing record as-built drawings for the project. ARRO prepared Change Order No. 1 reconciling the final cost of the Effluent Storage Tank Rehabilitation project to \$161,170.50. The Effluent Storage Tank Repair project is complete and ARRO's recommendation to pay the final application for payment has been sent for the Authority's consideration at the August 2019 meeting.

Nothing new to report.

### **Miscellaneous**

**270 – 290 Park Road (The Townes at Chester Springs)** – PADEP issued a May 10, 2017 letter approving the proposed 40 townhouses development that will generate 7,400 gallons of sewage per day to be treated at the Route 100 Regional WWTP. ARRO is reviewing the June 20, 2017

resubmission of Land Development Plans for the project. Toll Brothers will be purchasing the approved plans and will develop and build the project. ARRO reviewed and commented on the draft sanitary sewer escrow spreadsheet submitted by Toll Brothers on June 14, 2017. ARRO reviewed the June 20, 2017 resubmission of Land Development Plans for the project and sent a June 23, 2017 letter to the Township with comments. The project preconstruction meeting was held on July 27, 2017. ARRO reviewed the contractor's sanitary sewer shop drawings. Sanitary sewer installation is tentatively scheduled to start the first week of October 2017. Sanitary sewer installation started on October 9, 2017. Sanitary sewer installation was completed on November 7, 2017. All sanitary sewer testing was completed on December 18, 2017. On February 14, 2018, Toll Brothers informed ARRO that the house service line installations would begin in the later part of February 2018. House service line installations began on February 28, 2018.

The last four house service lines were installed and tested during the week of October 1, 2019. Sanitary sewer installation work is complete, but dedication of sanitary sewer remains.

### **Village of Eagle**

**160/180 Park Road (Gunner Properties)** - ARRO reviewed and commented on the sanitary sewer plans submitted to the Township on June 14, 2017 for the connection of 160/180 Park Road to the Route 100 Regional WWTP sanitary sewer system. ARRO reviewed revised sanitary sewer plans submitted to the Township on August 3, 2017. ARRO sent a letter to the Authority approving the revised plans. ARRO received updated Preliminary/Final Land Development Plans on October 17, 2017 for review. ARRO issued an October 31, 2017 comments letter to the updated Preliminary/Final Land Development Plans, received on October 17, 2017, requesting additional information on proposed bathroom facilities to determine the sanitary sewer capacity that will need to be purchased. ARRO reviewed a request to allow installation of an 8" saddle on the existing 12" sewer main in lieu of 8" x 12" cut-in wye as shown on the Developer's approved design drawings. The request was denied unless further information is supplied supporting the request's feasibility. ARRO reviewed and accepted installation of an 8" saddle on the existing 12" sewer main in lieu of 8" x 12" cut-in wye. A preconstruction meeting for the project was held on January 11, 2018. On February 20, 2018, the Developer's contractor installed an 8" saddle on the existing 12" sewer main in Park Road. The contractor also started installing sewer within the site. ARRO is preparing a letter to the Authority in response to the capacity request from the Developer. ARRO is reviewing the sanitary sewer portion of a conditional use application for additional development at 160/180 Park Road. ARRO completed a review of the sanitary sewer portion of a conditional use application for additional development at 160/180 Park Road and submitted a May 28, 2019 letter to the Township. ARRO recommends an additional 8.66 EDUs of capacity should be purchased for the proposed use. ARRO prepared a July 23, 2019 comments letter to the Preliminary/Final Plans for Eagle Village Parking Expansion as prepared by DL Howell, dated July 3, 2019. An additional 8.5 EDUs need to be purchased for the proposed use and a SFPM will be required. The Board of Supervisors granted approval of the Plans at their August 19, 2019 meeting. PADEP sent an August 19, 2019 letter stating no Sewage Facilities Planning Modules are required for expansion of the 160 Park Road parking lot.

Nothing new to report.

**Byers Road Sanitary Sewer Extension** - ARRO preliminary planning for sanitary sewer along Byers Road between Pottstown Pike and Senn Drive was submitted to the Authority Administrator for review and comment. ARRO is preparing the Sewage Facilities Planning Module Component 3M for the sanitary sewer along Byers Road between Pottstown Pike and Senn Drive. ARRO received a completed Component 4A from the Township on October 19, 2017. At the request of the Chester County Health Department, on January 9, 2018, ARRO sent another Sewage Facilities Planning Module Component 3M letter to CCHD for the sanitary sewer extension along Byers Road between Pottstown Pike and Senn Drive. In February 2018 letters were sent to the property owners who will be connected to the new Byers Road sanitary sewer informing them that the project's survey will be commencing. ARRO is continuing to prepare drawings and construction specifications for the

sanitary sewer extension. The project's survey work was completed in early March 2018. ARRO has the survey information for inclusion in the plans. ARRO has the design plans and specifications in the final stage of completion. ARRO submitted the highway occupancy permit to PennDOT on April 16, 2018. There were no public comments to the sewage facilities planning module (SFPM) and the Board of Supervisors passed a resolution approving the submission of the SFPM to PADEP. ARRO submitted the Sewage Facilities Planning Module to PADEP on April 27, 2018. Comments from PADEP are expected within sixty (60) days. PennDOT has approved the highway occupancy permit plans and requires payment of \$810 for inspection observation prior to release of the permit. PADEP transmitted its comments to the Sewage Facilities Planning Module by letter dated June 21, 2018. ARRO is in the process of addressing each of the PADEP comments. The PennDOT Highway Occupancy Permit for the project has been received. ARRO submitted an August 6, 2018 letter to PADEP addressing each PADEP comment from its Sewage Facilities Planning Module review letter, dated June 21, 2018. PADEP transmitted a September 5, 2018 letter with additional comments to Sewage Facilities Planning Module. ARRO submitted a response letter addressing each concern on October 17, 2018. PADEP transmitted a November 14, 2018 letter with additional comments to the Sewage Facilities Planning Module. ARRO is reviewing the letter and will address each comment in a future letter. The Authority Administrator sent a December 20, 2018 letter to PADEP containing responses to PADEP's November 14, 2018 comments to the Sewage Facilities Planning Module. ARRO sent an email to PADEP on January 31, 2019 requesting approval of the Byers Road Sanitary Sewer Extension Sewage Facilities Planning Module. As of March 20, 2019 no response has been forthcoming from PADEP. ARRO is proceeding with preparation of finishing plans and specifications for the bidding of the project. Regarding the Byers Road Sanitary Sewer Extension SFPM and the December 20, 2018 letter sent by the Authority to PADEP, PADEP responded with an April 5, 2019 letter to the Township. PADEP said the December letter did not sufficiently address all of PADEP's concerns with sewage disposal needs identification in the project area. PADEP wants the needs identification submitted by September 3, 2019. ARRO prepared letters that were delivered to property owners in the Byers Road sewer area inviting them to the April 23, 2019 Authority meeting to be held at the Pickering Valley Elementary School. ARRO submitted documents to PennDOT to extend the Byers Road HOP to July 10, 2020 and was granted the extension by PennDOT.

ARRO is studying the feasibility of a sewer extension across Route 100 near Byers Road to pick up commercial business on the west side of Route 100. ARRO is proceeding with the design of the sewer extension across Route 100 near Byers Road to pick up commercial business on the west side of Route 100.

At the request of PADEP, on September 26, 2019 ARRO submitted to PADEP a study and \$522,000 cost opinion for potentially providing sewer service to an additional sixteen (16) lots east of the proposed Byers Road Sanitary Sewer Extension terminal manhole. PADEP responded that they will review the study information.

ARRO has started preparing a sanitary sewer grant application under the Pennsylvania Department of Community & Economic Development H2O PA grant program for the Byers Road Sanitary Sewer Extension project.

**Milford Farms** – ARRO had survey completed on Surrey Lane and Carriage Drive, and on portions of Font Road and Milford Road, as preliminary to the sanitary sewer design for residential homes along these roads. Survey indicated Milford Road gravity sewers would be untenable due to existing grades. ARRO completed a preliminary design for gravity sewer within Surrey Lane, Carriage Drive and the portion of Font Road between Surrey and Carriage. A small wastewater pump station will be needed. The pump station is proposed to be located at the intersection of Font Road and Milford Road and its force main would be connected to an existing force main located in Font Road serving three homes on the Milford Road dead-end. ARRO prepared presentation graphics of the proposed sewer for the Authority Administrator. ARRO prepared letters that were delivered to property owners

in the Milford Farms sewer area inviting them to the April 23, 2019 Authority meeting to be held at the Pickering Valley Elementary School.

ARRO is proceeding with the preparation of the sanitary sewer design drawings and specifications for project's submission to PADEP.

ARRO is creating Milford Road and Byers Road sanitary sewer informational documents for the Township's website.

**Windsor Baptist Church** – A Preliminary Plan – Land Development Plan was submitted for a 3-story building expansion to the church. ARRO prepared an April 4, 2019 letter to the Township with its comments to the sanitary sewer portion of the project. ARRO reviewed the Land Development Plan Revision No. 1, dated April 18, 2019, and received by ARRO July 1, 2019. ARRO prepared a July 1, 2019 letter to the Township with comments to the sanitary sewer portion of the plan.

Nothing new to report.

**241 Park Road LLC (McQueen)**

E. B. Walsh transmitted a September 2010 Grading and Utility Plan and a sanitary sewer Details drawing to ARRO. On October 10, 2019 E. B. Walsh informed ARRO that as yet no updated SFPM documents have been submitted for the project.

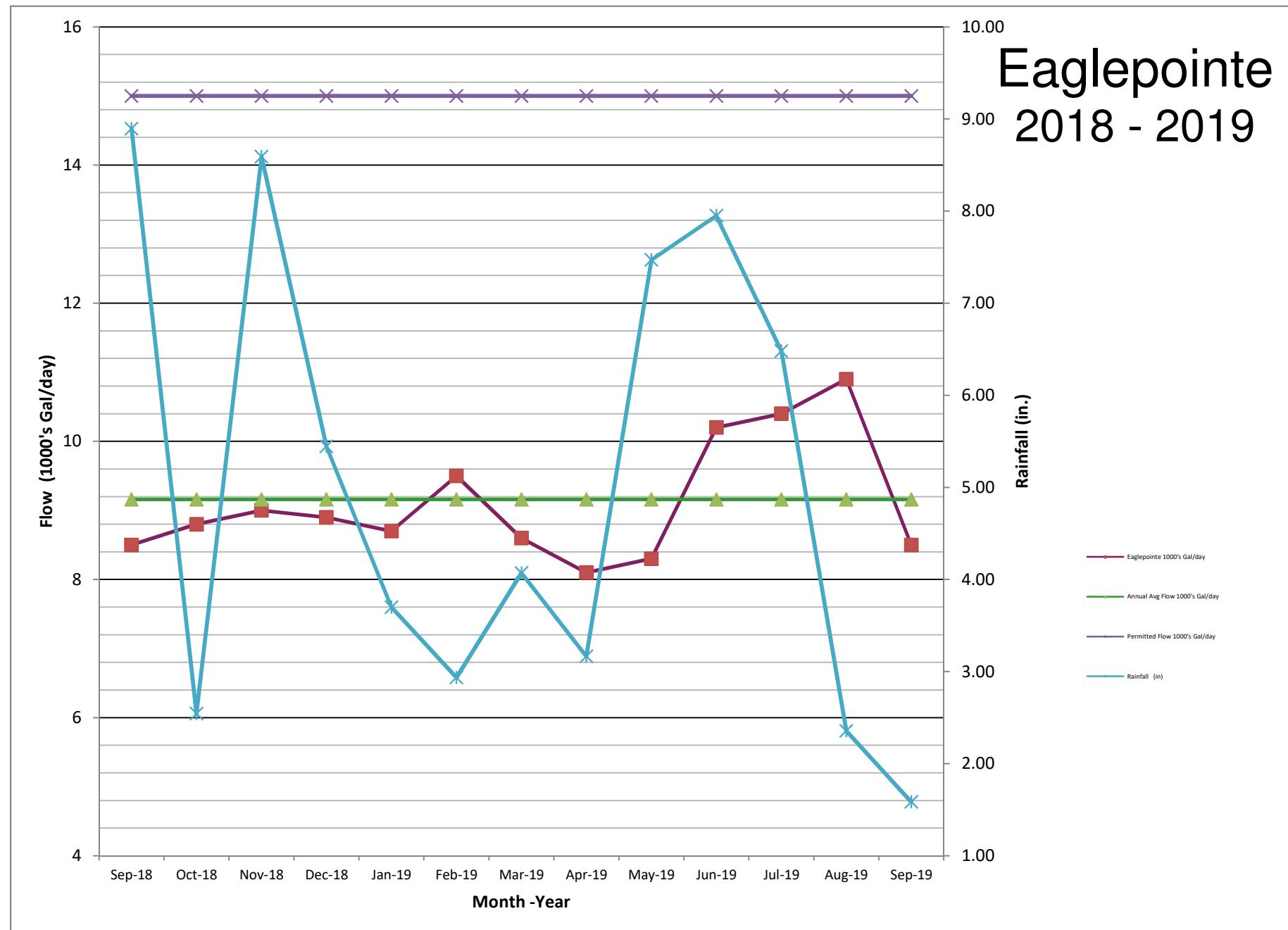
**Township Wastewater Treatment Plant's Monthly Average Flow Charts** – Please see the attached.

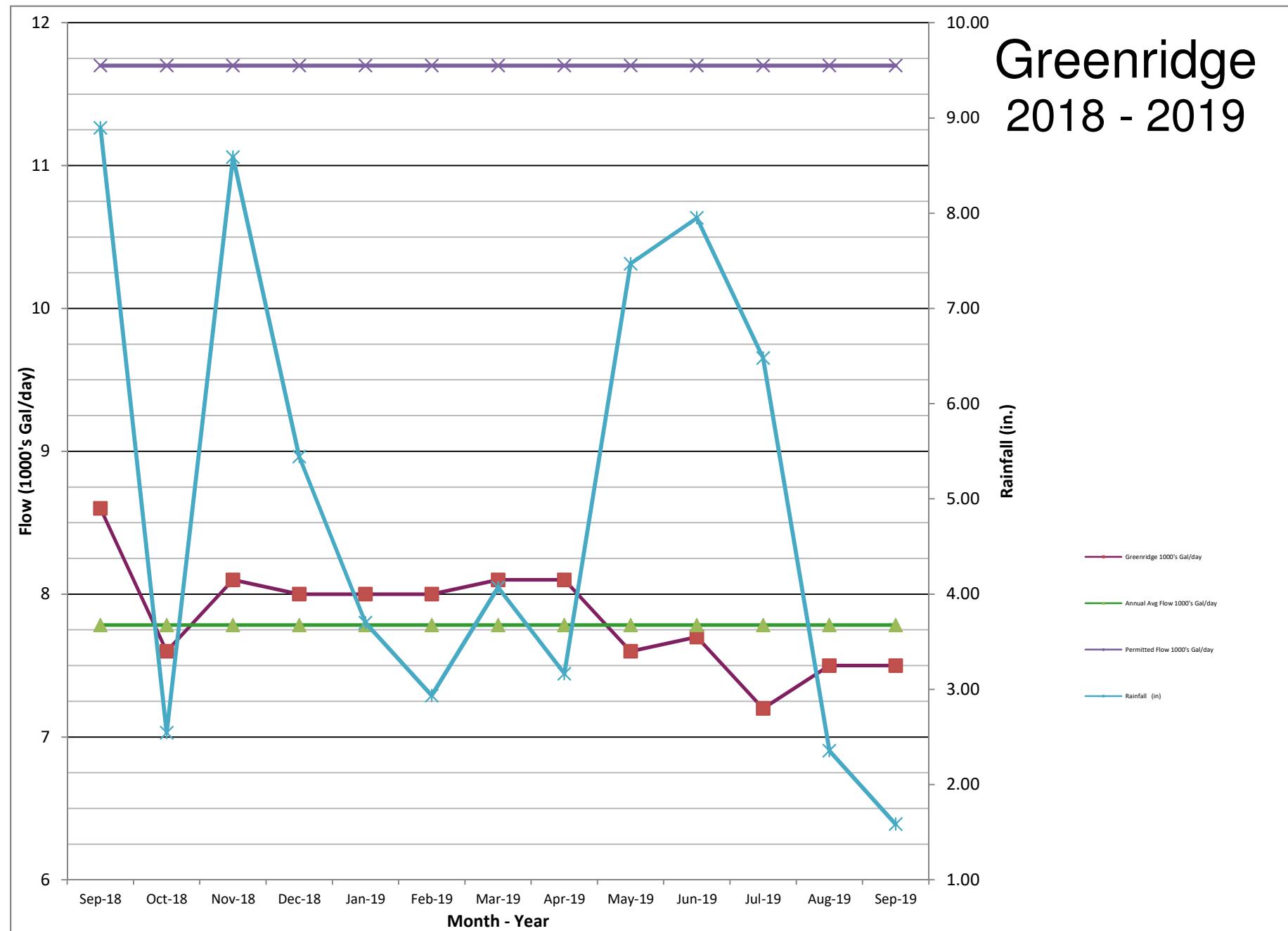
**UPPER UWCHLAN MUNICIPAL AUTHORITY**  
**WASTEWATER TREATMENT PLANTS**

**MONTHLY AVERAGE DAILY FLOWS**

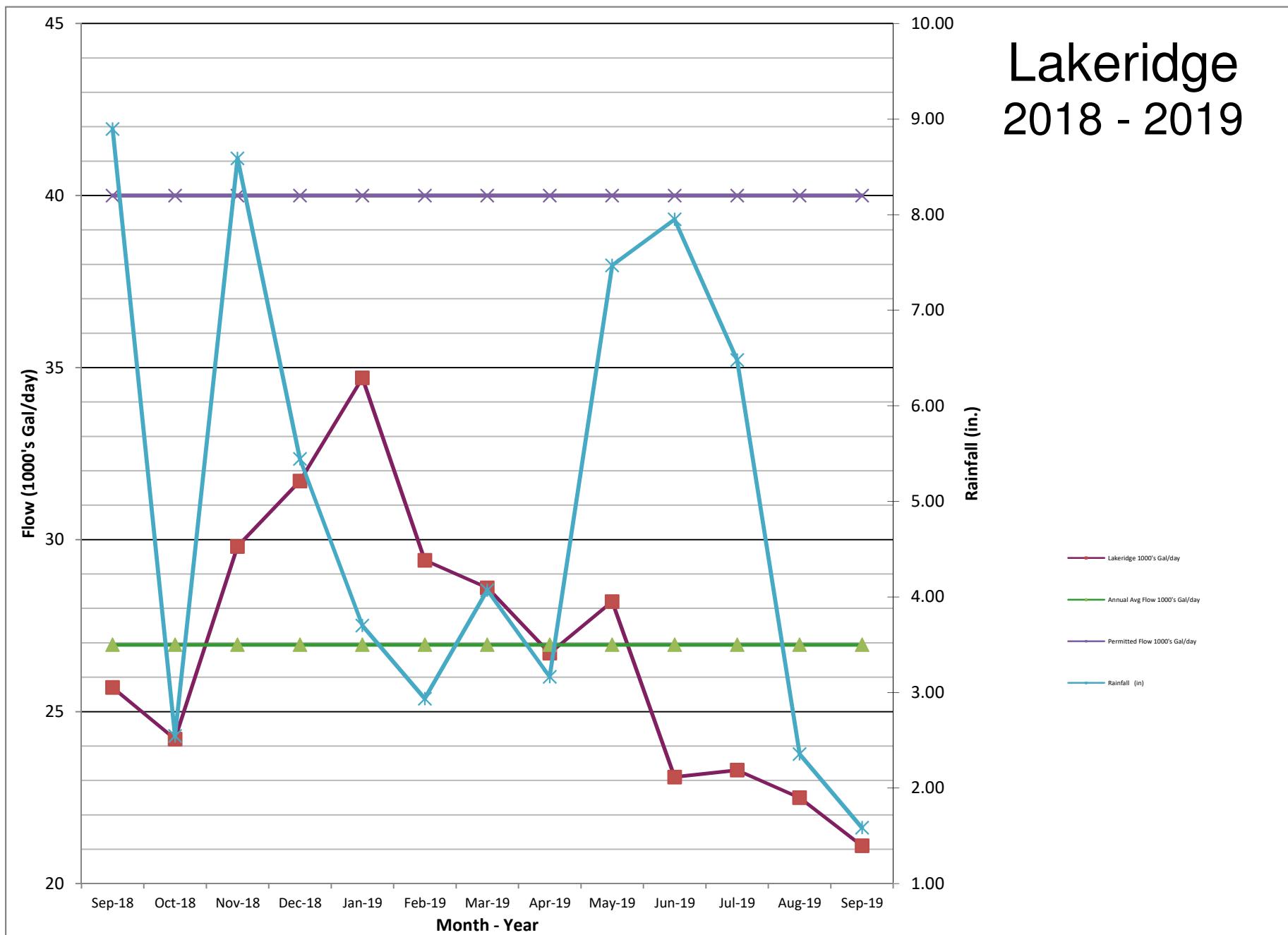
Month - Year		Average Daily Flow (MGD)							Rainfall (in)
		Eaglepointe	Greenridge	Lakeridge	Marsh Harbour	Route 100	Saybrooke	St. Andrews	
Sep-18		0.00850	0.00860	0.02570	0.04090	0.34200	0.00790	0.00260	8.90
Oct-18		0.00880	0.00760	0.02420	0.03920	0.32610	0.00790	0.00260	2.55
Nov-18		0.00900	0.00810	0.02980	0.04730	0.34890	0.00790	0.00260	8.59
Dec-18		0.00890	0.00800	0.03170	0.04500	0.35840	0.00800	0.00270	5.45
Jan-19		0.00870	0.00800	0.03470	0.04560	0.36600	0.00760	0.00270	3.70
Feb-19		0.00950	0.00800	0.02940	0.04410	0.36780	0.00800	0.00250	2.94
Mar-19		0.00860	0.00810	0.02860	0.04420	0.38600	0.00800	0.00240	4.07
Apr-19		0.00810	0.00810	0.02670	0.04070	0.36500	0.00820	0.00260	3.17
May-19		0.00830	0.00760	0.02820	0.04250	0.35720	0.00820	0.00260	7.47
Jun-19		0.01020	0.00770	0.02310	0.03990	0.34300	0.00750	0.00200	7.95
Jul-19		0.01040	0.00720	0.02330	0.04040	0.34700	0.00790	0.00170	6.48
Aug-19		0.01090	0.00750	0.02250	0.03820	0.32830	0.00800	0.00140	2.36
Sep-19		0.00850	0.00750	0.02110	0.03630	0.33150	0.00720	0.00140	1.59
<b>Annual Avg Flow =</b>		<b>0.00916</b>	<b>0.00778</b>	<b>0.02694</b>	<b>0.04195</b>	<b>0.35210</b>	<b>0.00787</b>	<b>0.00227</b>	
<b>Permitted Flow =</b>		<b>0.01500</b>	<b>0.01170</b>	<b>0.04000</b>	<b>0.07600</b>	<b>0.60000</b>	<b>0.00920</b>	<b>0.00360</b>	

# Eaglepointe 2018 - 2019



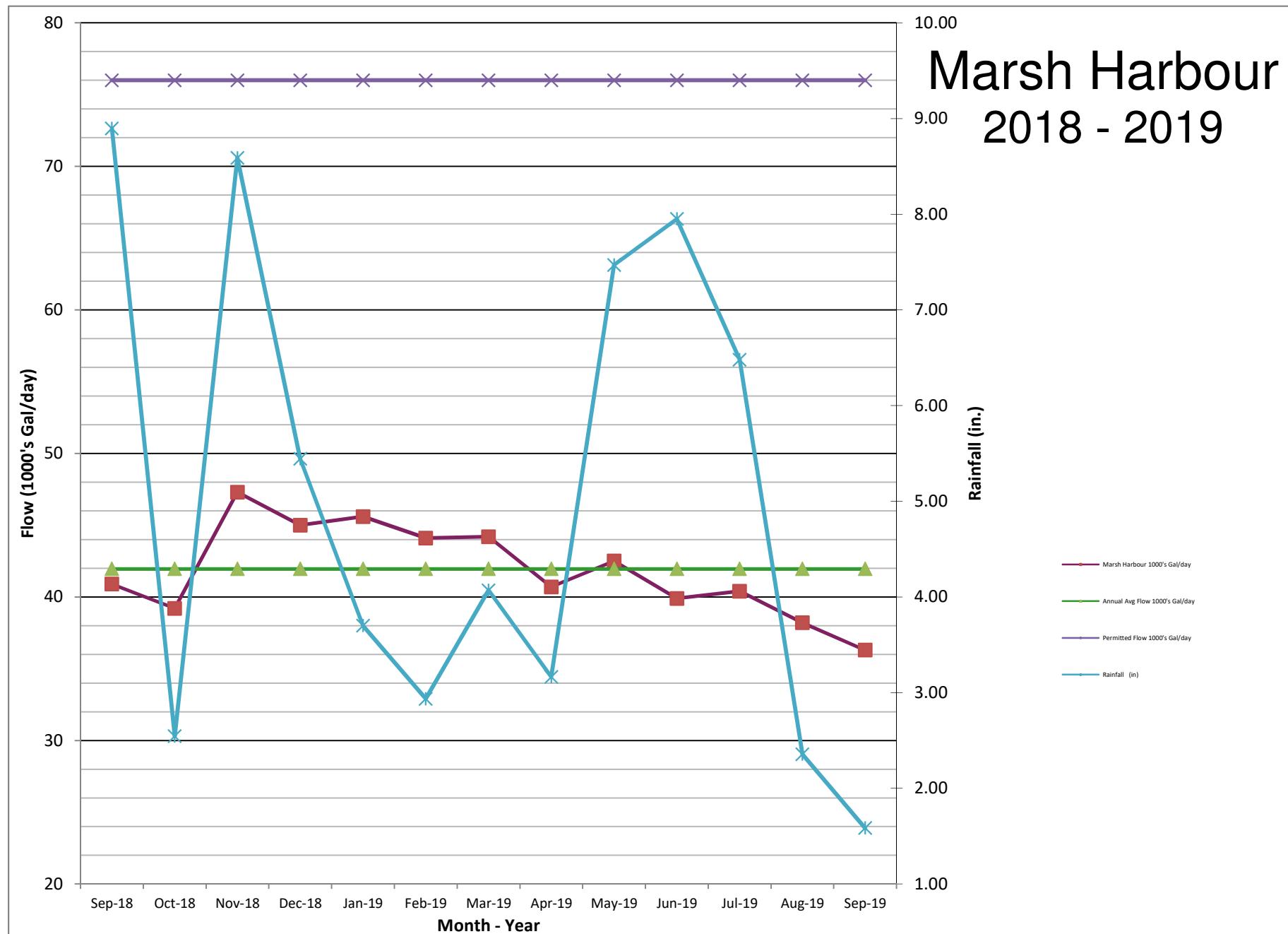


# Lakeridge 2018 - 2019



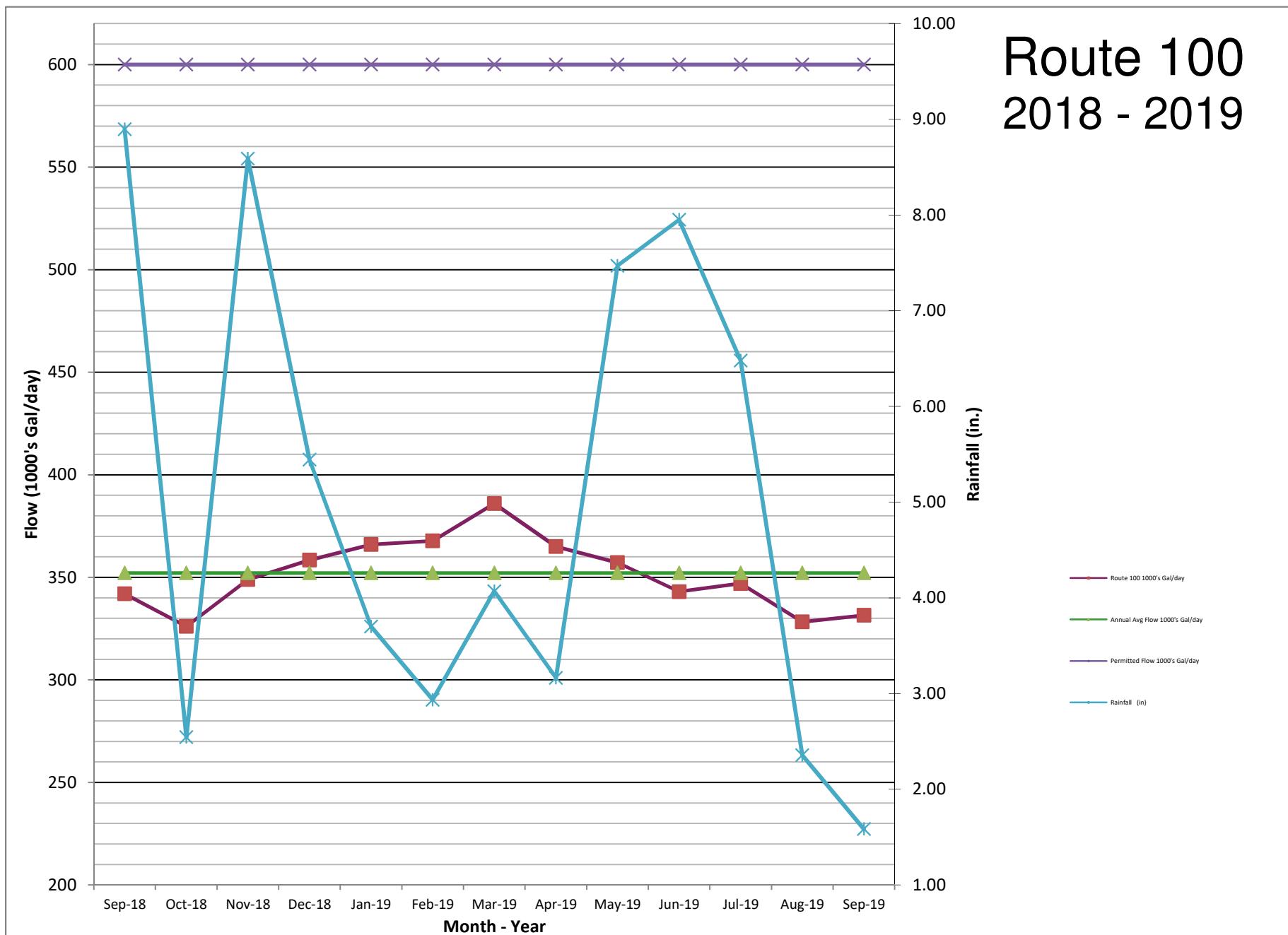
# Marsh Harbour

## 2018 - 2019

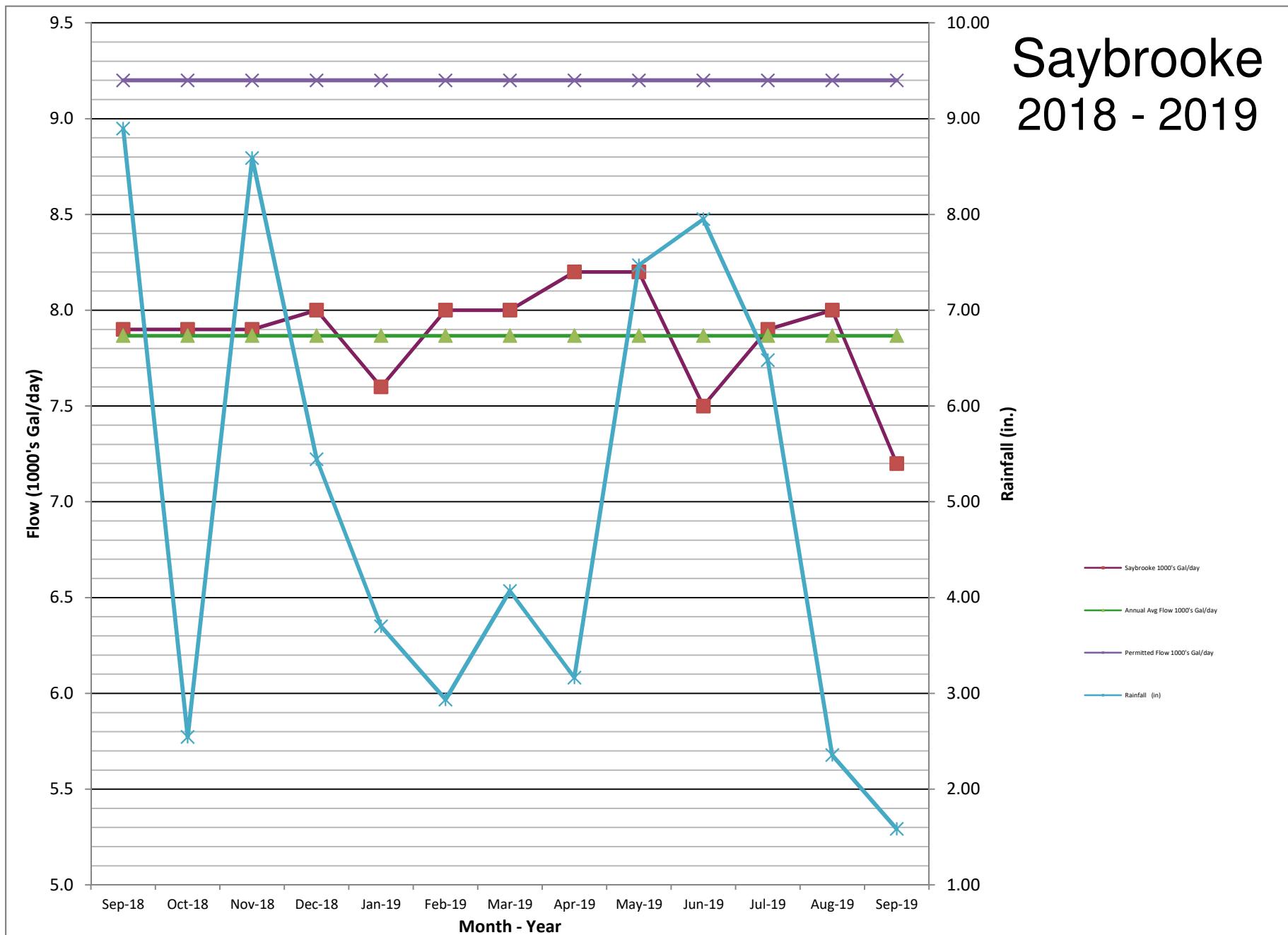


# Route 100 2018 - 2019

38

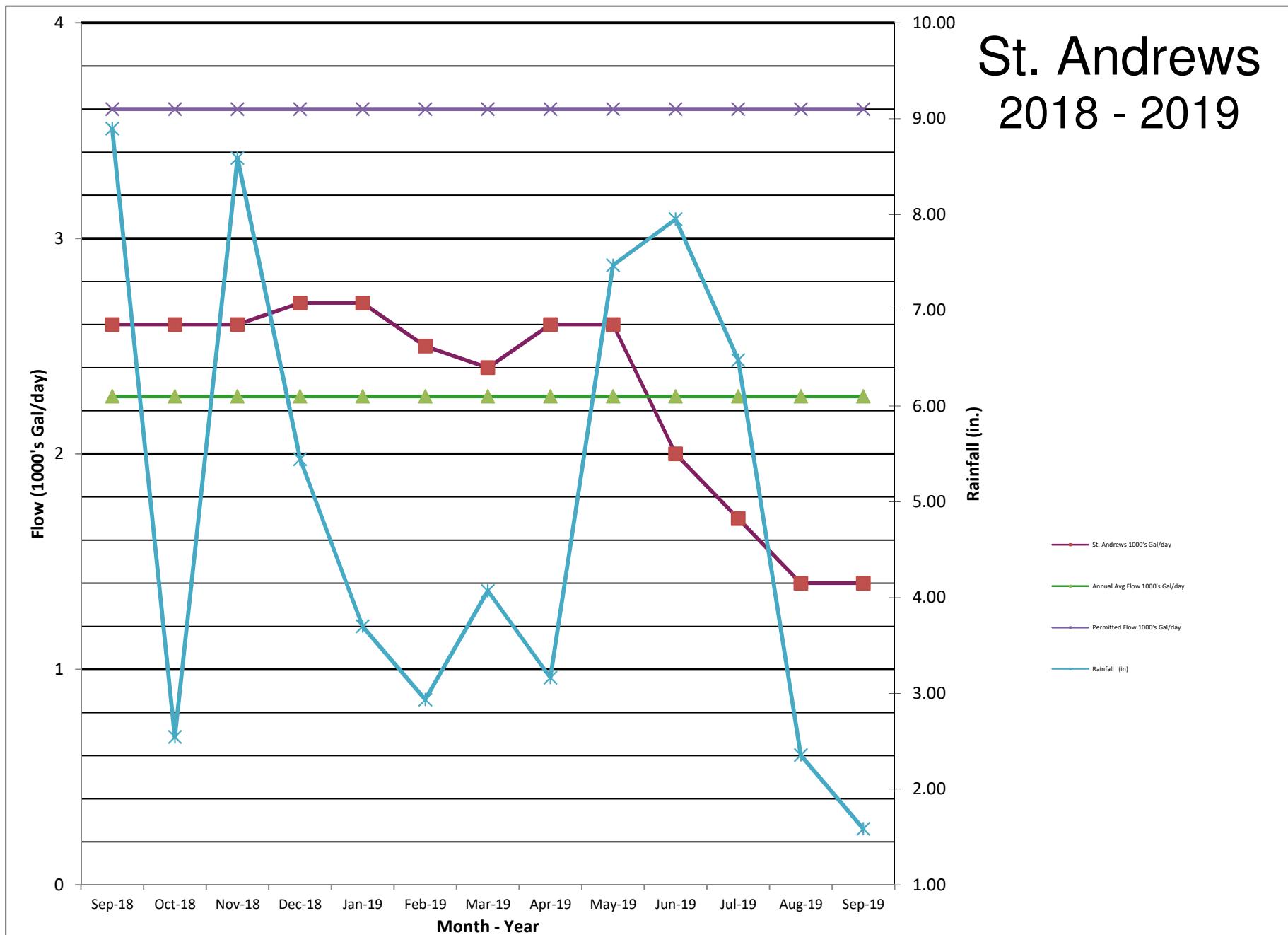


# Saybrooke 2018 - 2019



# St. Andrews

## 2018 - 2019





To: Municipal Authority Members  
From: G. Matthew Brown, P.E., DEE  
Re: Authority Administrator's Report  
Date: October 17, 2019

Activities for the month include:

- A. Communication with WWTF Operator and Township Staff regarding operational and maintenance issues.
- B. Responded to resident, developer and real estate agent sewer service inquiries and septic tank issues.
- C. Preparation of administrative documents for the Authority meeting packet and for the Authority files.
- D. Communication with residents and PADEP regarding the sewer extensions proposed for Byers Road.
- E. Communication with ARRO regarding the Lakeridge Sludge Holding Tank and the Effluent Holding Tank Repair Projects.
- F. Communication with Counsel for DiLibero main extension to the Eaglepointe WWTF.
- G. Assistance with residents regarding Milford Farms main extension.
- H. Communication with McKee regarding the PADEP WQM Permit and sewer agreement.
- I. Preparation of the Draft 2020 Capital and Operating Budgets.
- J. Communication with ARRO and DEP regarding proposed Act 537 Plan update.

Please advise if you have any questions or would like further details.



## PIKELAND CONSTRUCTION, INC.

*Water & Waste Water Facilities*

P.O. Box 687 • Kimberton, PA 19442 • 610-935-8232 • Fax: 610-935-0428

September 26, 2019

Mr. Mathew Brown  
Upper Uwchlan Sewer Authority

### **307 Deerhaven Way**

Proposal to demo remains of on lot septic system. Scope of work is as follows:

- Pump out as needed
- Remove above grade items or demolition into tanks.
- Fill tanks
- Restore area

**Total Price: \$ \$12,420.00**

## PAYMENT TERMS AND CONDITIONS

1. This contract includes installation and construction as per specifications, drawings.
2. Any alterations or deviations of these specifications involving extra costs will be executed only upon written orders, and will be subject to an extra charge over and above this contract.
3. All agreements contingent upon strikes, accidents or delays beyond our control.
4. Owner to carry fire, tornado and other necessary insurance upon work listed. Pikeland Construction is covering Workmen's Compensation and public liability insurance for work described. Please submit the necessary Certificates of Insurance to our firm.
5. All proposals are made subject to weather conditions.
6. All elevations are shot with a transit to insure proper grade. Workmanship is guaranteed one year.
7. All prices are based upon normal installation as follows:
  - a. Tree removal subject to an extra charge.
  - b. Rock encountered subject to an extra charge.
  - c. Water encountered subject to an extra charge.
  - d. All fill to remain on property 20 feet within P.S. site.
  - e. All work includes backfill and rough grades.
  - f. Staking of property corners, rights-of-way, easements and force main to be marked by owner's engineer.
8. Customer agrees to pay invoices within 10 days of final approval. Invoices not paid within thirty 30 days are subject to a service charge of 1-1/2% per month, 18% per annum.
9. It is expressly understood that Pikeland Construction assigns all manufacturers warranties to the customer and cannot be held responsible for products manufactured by others or work done by others.
10. Customer agrees to identify and mark all known underground utilities or objects other than those under the Pennsylvania One Call System and to hold Pikeland Construction harmless from damage resulting to all unknown or unmarked underground utilities or objects encountered during excavation.

In addition, Customer agrees to identify and disclose to Pikeland Construction, in advance of accepting any proposal from Pikeland Construction, the presence (or suspected presence) of any materials which are considered to be hazardous, or require special handling, under any state or federal law ("hazardous material"). Pikeland Construction shall be under no obligation to remove or otherwise deal with any hazardous material in connection with the contract, and Customer hereby agrees to hold Pikeland Construction harmless, including with respect to attorneys fees, from any liability resulting from the presence of any hazardous waste located on or near the property, which is the subject of the contract. In the event that any hazardous materials are found to be present on the property, Pikeland Construction has the absolute right to cease work, and receive full compensation for its services provided under the contract.

11. All permit fees, plan review fees or inspection fees charged by any municipality or regulatory agency are to be paid by the customer. Customer shall be solely responsible for insuring the compliance of the project with any and all environmental laws and regulations.
12. This proposal may be withdrawn by us if not accepted within thirty (30) days.
13. Payments to be made as per Payment Schedule. Payment Schedule to be provided upon acceptance of attached Proposal.
14. No retainers can be withheld after completion of contracted items.
15. Payment Terms: As per Payment Schedule. Payment Schedule will be provided upon acceptance of this Proposal. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

PIKELAND CONSTRUCTION, INC.

Charlie Doley      President

Date



## VIA ELECTRONIC MAIL

October 16, 2019

Upper Uwchlan Township Municipal Authority  
140 Pottstown Pike  
Chester Springs, PA 19425

Trappe Office  
350 West Main Street  
Suite 200  
Trappe, PA 19426  
O 610-495-2103

RE: Upper Uwchlan Township Municipal Authority  
Lakeridge Wastewater Treatment Facilities Sludge Holding Tank Replacement  
Contract LSHT – A – General Construction – Blooming Glen Contractors, Inc.  
Payment Application No. 6  
ARRO No. 10270.53

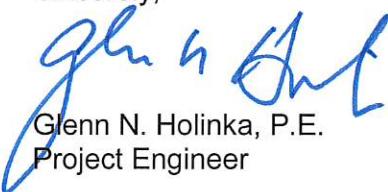
Dear Gentlemen:

Please find enclosed a copy of Lakeridge Sludge Holding Tank Replacement for Payment Application No. 6 in the amount of \$58,521.18 submitted by Blooming Glen Contractors, Inc. for work completed through October 15, 2019. This application includes partial payments work associated with mechanical work at the tank and in the yard.

We recommend that the Authority approve payment to Blooming Glen Contractors, Inc. in the amount of \$58,521.18, which represents the value of the work completed less five percent (5%) retainage in accordance with the terms of the Agreement and less previous payments.

If you have any questions, please feel free to contact me at [glen.holinka@arroconsulting.com](mailto:glen.holinka@arroconsulting.com) or by telephone at 484.294.4351.

Sincerely,



Glenn N. Holinka, P.E.  
Project Engineer

GNH  
Enclosure

C: Gwen Jonik – Upper Uwchlan Township (via email)  
Jill Bukata – Upper Uwchlan Township (via email)  
Sandy Diffendal – Upper Uwchlan Township (via email)  
Kyle Taylor - Blooming Glen Contractors, Inc. (via email)  
G. Matthew Brown, P.E., DEE – ARRO (via email)  
Glenn N. Holinka P.E. – ARRO (via email)

## APPLICATION FOR PAYMENT NO.6

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TO (OWNER): Upper Uwchlan Township PROJECT NO.: LHST-A PERIOD TO: 10/15/19

FROM (CONTRACTOR): Blooming Glen Contractors, Inc.-Water & Wastewater Services Division CONTRACT DATE: 12/17/18

CONTRACT FOR: Site Work-Lakeridge Sludge Holding Tank PAGE 1 OF 2

CHANGE ORDER SUMMARY		ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner			
	TOTAL		-\$1,491.68
Approved this Month			
Number	Date Approved		
COR002	05/28/19 Time Extension		
	TOTALS		
Net change by Change Orders			-\$1,491.68

1. ORIGINAL CONTRACT SUM	\$ \$520,500.00
2. Net change by Change Orders	\$ (\$1,491.68)
3. CONTRACT SUM TO DATE (Line 1±2)	\$ \$519,008.32
4. TOTAL COMPLETED TO DATE (Columns B+C on Page 2)	\$ \$411,934.90
5. RETAINAGE: 5 % of Completed Work	\$ \$20,596.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$ \$391,338.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Application)	\$ \$332,816.97
8. CURRENT AMOUNT DUE	\$ \$58,521.18
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ \$127,670.17

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment, free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

Dated 10/16/19 2019

Blooming Glen Contractors, Inc.-Water & Wastewater Services Division

CONTRACTOR  
By Amber Nelson  
(Authorized Signature)

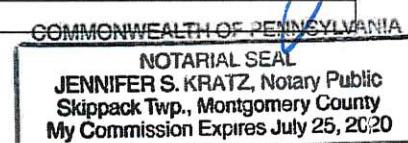
Amber Nelson, Vice-President, Asst. Sect.

Payment of the above CURRENT AMOUNT DUE is recommended.

Dated October 16, 2019

ARRO CONSULTING, INC.  
ENGINEER  
By Jennifer S. Kratz  
(Authorized Signature)

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**APPLICATION FOR PAYMENT NO.6**

CONTRACT FOR: Site Work-Lakeridge Sludge Holding Tank

PERIOD TO: 10/15/19

Project # LHST-A

PAGE 2 OF 2

46

Item No.	DESCRIPTION OF WORK	CONTRACTOR's Schedule of Values - A				WORK COMPLETED			
		Unit	Unit Price	Quantity	Ext. Price	Quantity	Amount	Quantity	Amount
1	Bonds & Insurance	LS	\$11,895.00	1	\$11,895.00	1	\$11,895.00		
2	Mobilization	LS	\$2,900.00	1	\$2,900.00	1	\$2,899.10	0	\$0.00
3	Demobilization	LS	\$1,555.00	1	\$1,555.00				
4	As-Builts & Close-Out	LS	\$1,166.00	1	\$1,166.00				
5	Excavate & Shore For Precast	LS	\$57,570.00	1	\$57,570.00	1	\$57,570.00		
6	Backfill Vault, Remove Shoring	LS	\$18,386.00	1	\$18,386.00	0.9	\$16,547.40	0.05	\$919.30
7	Backfill Sludge Pit & New Floor	LS	\$8,968.00	1	\$8,968.00				
8	Furnish & Set Precast Tank	LS	\$80,088.00	1	\$80,088.00	1	\$80,088.00	0	\$0.00
9	Pour in Place Vault Concrete	LS	\$7,851.00	1	\$7,851.00	0.85	\$6,673.35	0.15	\$1,177.65
10	F&I Hatches	LS	\$11,107.00	1	\$11,107.00	0.9	\$9,996.30	0.1	\$1,110.70
11	Mechanical Work, Sludge Tank	LS	\$120,524.00	1	\$120,524.00	0.7	\$84,366.80	0.25	\$30,131.00
12	Mechanical Work, Odor Control	LS	\$35,671.00	1	\$35,671.00	0.75	\$26,753.25	0.2	\$7,134.20
13	Replace Blower	LS	\$13,879.00	1	\$13,879.00	0.75	\$10,409.25	0.2	\$2,775.80
14	Replace Unit Heaters	LS	\$12,900.00	1	\$12,900.00	1	\$12,900.00		
15	Demolition of Sludge Pit	LS	\$23,518.00	1	\$23,518.00				
16	Yard Piping to New Vault	LS	\$17,569.00	1	\$17,569.00	0.75	\$13,176.75	0.25	\$4,392.25
17	Yard Piping Connections	LS	\$14,813.00	1	\$14,813.00	0.25	\$3,703.25	0.7	\$10,369.10
18	Temp & Perm Fence Work	LS	\$14,820.00	1	\$14,820.00				
19	Electrical Trench Work	LS	\$10,863.00	1	\$10,863.00	0.9	\$9,776.70	0.1	\$1,086.30
20	Bollards	LS	\$2,739.00	1	\$2,739.00				
21	Grass Restoration	LS	\$4,922.00	1	\$4,922.00				
22	Asphalt	LS	\$25,479.00	1	\$25,479.00				
23	E&S	LS	\$7,157.00	1	\$7,157.00	0.5	\$3,578.50	0.35	\$2,504.95
24	Unclassified Excavation	CY	\$94.00	10	\$940.00				
25	2A Backfill	CY	\$56.00	10	\$560.00				
26	Misc Concrete	CY	\$434.00	5	\$2,170.00				
27	Rock Removal	CY	\$299.00	10	\$2,990.00				
28	Permits & Inspections	LS	\$7,500.00	1	\$7,500.00				

## **AGREEMENT FOR THE EXPANSION OF THE ROUTE 100 CENTRAL WASTEWATER TREATMENT PLANT**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of October, 2019 by and between **UPPER UWCHLAN TOWNSHIP**, a body corporate and politic, duly organized under the laws of the Commonwealth of Pennsylvania, with a principal office located at 140 Pottstown Pike, Chester Springs, Chester County, Pennsylvania 19425 (the "Township"), **UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**, a body corporate and politic, duly organized under the laws of the Commonwealth of Pennsylvania, with a principal office located at 140 Pottstown Pike, Chester Springs, Chester County, Pennsylvania 19425 (the "Authority"), and **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company, with a principal office located at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 ("McKee").

### **BACKGROUND**

A. Township is the owner and Authority the operator of the sewage treatment facility commonly known as the Route 100 Wastewater Treatment Plant (the "Plant"), which has a current total permitted treatment capacity of 600,000 gallons per day ("gpd") of which approximately *[at least 31,820; see Section 8 below]* gpd of unallocated treatment capacity are available as of the date of this Agreement ("Unallocated Capacity")

B. McKee is the equitable owner of that certain 141 acre, ± tract of land, located at 370 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, being Chester County UPI No. 32-3-16 (the "Property").

C. On January 17, 2017, the Township granted conditional use approval with respect to the Property for up to 375 residential units ("Project").

D. On September 11, 2017 McKee filed with the Township a final subdivision and land development plan (the "Land Development Plan") which proposes 375 residential units of varying sizes including detached and attached dwellings, together with a community center which Land Development Plan is currently being processed by the Township. The Township granted final approval of the Land Development Plan on October 10, 2017.

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E. The Project will be an "age-restricted" community within the meaning of the Housing for Older Person Act of 1995.

F. Sewage generated by the residential units (inclusive of the existing farmhouse which will be age-restricted) and community center comprising the Project will be treated at the Plant. The Project, including the proposed community center, will require approximately 62,840 gpd of treatment capacity.

G. McKee has agreed to expand the treatment capacity of the Plant to accommodate the sewage treatment needs of the Project and the present and future sewage treatment needs of the Township on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the matters recited above and the agreements set forth below, the Township, the Authority and McKee, intending to be legally bound, agree as follows:

**1. Expansion of the Plant; Design.**

(a) As of the date hereof, the Plant consists of two (2) sequence batch reactor units ("SBRs") with each SBR having a permitted capacity of 200,000 gpd with a total treatment capacity, as permitted by the Pennsylvania Department of Environmental Protection (the "PaDEP"), of 400,000 gpd. The Township, Authority and McKee agree to expand the treatment capacity of the Plant by making the following improvements (collectively referred to as the "Expansion"):

(i) adding a second pair of SBRs, with each SBR having a permitted capacity of 200,000 gpd sequence batch reactor units ("SBRs") which will increase the treatment capacity of the Plant by an additional 400,000 gpd and provide treatment unit redundancy required by the Township;

(ii) upgrade and expand the pump capacity of The Reserve at Eagle Pump Station (commonly referred to as "Pump Station No. 1") ("Reserve Pump Station"); and

(iii) upgrade and/or replace the pumps at the Upland Farm Storage Tank ("Storage Tank Pumps") to the extent necessary in order that treated effluent may be pumped to the Project for drip disposal (as well as pumping other treated effluent to other disposal lands in the Township).

A summary of the above improvements constituting the Expansion is attached hereto as Exhibit "A". The Township and the Authority agree that McKee shall be entitled to use available, excess storage capacity in the Township sewer system in order to satisfy the three (3) day emergency storage requirement for the Project. McKee will be responsible for any and all improvements to the Township sewer system necessary to utilize the Township's excess storage capacity, as aforesaid.

**(b)** All designs, plans and specifications for the Expansion (collectively, the "Plans"), together with all Act 537 plans and revisions, shall be prepared by McKee (the "Plans") and shall be subject to review and approval in the reasonable exercise of professional judgment by the Township's appointed engineer ("Township Engineer) whose determinations shall be final. The Plans shall be subject to all design criteria and to all applicable rules and regulations of PaDEP as well as the Township's and Authority's technical specifications and regulations having and effective date \_\_\_\_\_, 20\_\_\_\_ ("Township Specifications"). The Township Engineer shall inspect all of the construction work related to the Expansion. If for any reason any part of the construction of the Expansion, final inspection of the Expansion or associated correction of construction deficiencies of the Expansion, requires specialized expertise outside of the Township Engineer, a mutually agreed upon consultant or consultants may be

retained to address such circumstances to the satisfaction of the Township Engineer. The Township Engineer's reasonable review and inspection fees (and, if applicable, those of any specially retained consultant) shall be paid by McKee.

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**(c)** McKee shall prepare the Plans in accordance with the Township Specifications and, to the extent practical, in a manner consistent with the plans and specifications for the first two (2) phases of the Plant with an objective of minimizing the overall total cost of the Expansion. McKee shall complete the Plans for review by the Township Engineer and thereafter apply for a WQM Part II Permit in accordance with the Approval/Construction Time Line attached hereto as Exhibit "B".

**2. PaDEP Permit.** All submissions to PaDEP for approval of the Plans shall be undertaken by McKee; provided, however, the Authority will be named as permittee on all such applications, approvals and permits.

**3. Construction of the Expansion.** McKee shall construct or, in its discretion, supervise and manage the construction of the Expansion in accordance with the Plans. In fulfilling its construction responsibilities under this Agreement, McKee shall comply with the requirements of this Agreement including, without limitation, the following:

**(a) Bidding:** McKee shall solicit bids for the Expansion from a minimum of three (3) Qualified Bidders (defined below) in accordance with the Approvals/Construction Time Line attached hereto as Exhibit "B". A "Qualified Bidder" shall be a contractor with a demonstrable record of successful completion of the construction of similar wastewater treatment facilities, who is able to provide favorable recommendations from the owners and operators of such facilities. To be considered conforming a bid shall:

**(i)** include a guaranteed maximum cost and a maximum time for construction;

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**(ii)** certify that the bid incorporates the Plans without exceptions or changes;

**(iii)** itemize and allocate all costs of the bid;

**(iv)** provide performance and payment bonds in an amount equal to 110% of the full contract price with McKee, the Township and the Authority named as obligees which shall be in lieu of any obligation of McKee to post financial security for the Expansion;

**(v)** require upon completion of the Expansion a warranty be given by the Contractor (defined below) that the Expansion was constructed in accordance with the Plans and that the Expansion is free from defects and will operate as designed for at least eighteen (18) months following the date on which the Township Engineer issues the Certificate of Substantial Completion (defined below) and the Authority assumed sole responsibility for the operation of the Expansion;

**(vi)** provide that the Contractor will correct or repair any defects in the Expansion for a period of eighteen (18) months from the date on which the Township Engineer issues the Certificate of Substantial Completion;

**(vii)** provide that the Contractor or McKee will post a maintenance bond issued by a surety company acceptable to Township in the amount of fifteen percent (15%) of the total hard cost of constructing the Expansion, which shall remain in place for a period of not less than eighteen (18) months from the date of issuance of a Certificate of Completion (defined below) and which shall be in lieu of any obligation of McKee to post a maintenance bond in connection with the Expansion; and,

**(viii)** provide that the Township and Authority will be the beneficiaries of all guarantees, warranties and maintenance bonds with the right to enforce the same.

Notwithstanding anything herein or elsewhere to the contrary, Township shall have the right to object to any potential contractor for reasonable cause and upon any objection such potential contractor shall not be considered a Qualified Bidder.

**(b)** McKee shall provide Township with copies of all bids prior to the award of any contracts and, while the Township may raise objections to any bidder, so long as each submitted bid is from a Qualified Bidder and the bid is within the budget amount ("Expansion Budget") set forth in Exhibit "C" attached hereto, McKee shall have the right to award the construction contract to the Qualified Bidder McKee selects in the reasonable exercise of its business judgment. In the event one or more of the bids submitted to McKee exceed the Expansion Budget, McKee shall obtain Township's approval to increase the Expansion Budget, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, Township shall have the right to require a re-bid prior to approving an increased Expansion Budget which it reasonably believes to be excessive. McKee will award the contract for the Expansion to the successful, Qualified Bidder (the "Contractor") in accordance with the Approvals/Construction Time Line attached hereto as Exhibit "B". The Township and Authority shall have the right to review and pre-approve the construction contract to be executed by McKee with the Contractor in order to assure that such contracts contains terms and conditions required by this Agreement as well as such other terms and conditions that the Township and Authority reasonably require for their protection. The Township and Authority agree that the contract may contain such warranties, indemnities and other terms and conditions in favor of McKee as McKee reasonably believes is necessary to protect its interests. If required for bonding purposes, McKee may add one of its affiliates or subsidiaries to the construction contract as a co-contractor; notwithstanding such addition, McKee shall remain as the primary and sole obligor under this Agreement.

**(c)** A construction schedule ("Construction Schedule") shall be prepared immediately following the awarding of the construction contract by McKee which shall be approved by the Contractor, McKee and the Township. Time shall be of

the essence of the contract for the construction of the Expansion and shall include a firm completion date with a penalty to be assessed against the Contractor if the Project is not Substantially Complete (defined below) in accordance with the Construction Schedule.

**(d)** Construction of the Expansion shall be undertaken in full compliance with the Township Specifications as applied by the Township Engineer, and the terms of all PaDEP permits and approvals and all applicable PaDEP regulations as well as rules and regulations requiring or governing building permits and inspections by Township officials including, without limitation, the Township Engineer or its designee.

**(e)** No changes to the Plans shall be undertaken by McKee or the Contractor, either before or during construction, without the prior approval of the Township Engineer in a written change order, which approval shall not be unreasonably withheld, conditioned or delayed.

**(f)** Prior to commencing work on the Expansion, the Contractor shall provide McKee with a certificate of insurance evidencing the existence of those insurance coverages and policies in at least those amounts shown on the schedule of insurance attached hereto as Exhibit "D". All such insurance policies shall name McKee, the Township and the Authority as additional insureds and no insurance policy shall be subject to cancellation, amendment, termination or non-renewal without thirty (30) days prior written notice to McKee and the Township.

#### **4. Completion of Construction; Initial Operation of the Expanded Plant; Dedication of Expansion.**

**(a)** McKee shall notify the Township and Authority in writing at such time McKee believes the construction of the Expansion is "Substantially Complete". For purposes of this Agreement, the term "Substantially Complete" shall mean the stage of construction at which: (i) the Township Engineer can certify, in the reasonable exercise of engineering judgment, that the Expansion can safely treat raw sewage at the Plant

as enlarged by the Expansion; and (ii) an operating permit for the Expansion has been issued by PaDEP (collectively "Substantial Completion").

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**(b)** Within twenty (20) days of the Township's receipt of McKee's notice that it has achieved Substantial Completion, the Township Engineer shall inspect the work related to the Expansion and issue either: (i) a written Certificate of Substantial Completion; or (ii) a written statement of deficiencies specifically identifying those items which must be completed or corrected in order for the Expansion to be Substantially Complete. In the latter event, the process of notification, inspection, and determination by the Township Engineer shall continue until the Township Engineer issues a written Certificate of Substantial Completion. The Township Engineer shall, contemporaneously with the issuance of a Certificate of Substantial Completion, provide McKee with a list of all components of the Expansion that remain to be completed, as required by the Plans, in order for the Township Engineer to issue a Certificate of Completion ("Punch List").

**(c)** The Authority shall assume sole responsibility for the operation of the Expansion upon the Township Engineer's issuance of the Certificate of Substantial Completion.

**(d)** McKee shall complete the Punch List to the reasonable satisfaction of the Township Engineer within six (6) months of McKee's receipt of the Punch List and the Township Engineer shall issue a "Certificate of Completion" at such time as all Punch List items have been completed in accordance with the Plans.

**(e)** McKee shall dedicate, and the Township shall accept dedication of, the Expansion within thirty (30) days of the date the Township Engineer issues a Certificate of Completion. At the time of the Township's acceptance of dedication of the Expansion, McKee shall deliver to the Township a bill of sale, any and all third party guarantees and warranties related to the Expansion or any part thereof including manufacturer warranties with respect to component parts, copies of all plans (including as-built plans), specifications and any other documentation in all formats, including electronic, related to the construction, maintenance and operation of the Expansion.

**(f)** McKee shall separately dedicate to the Township and the Township shall accept dedication of the following components, upon issuance of a Certificate of Completion with respect to such component in the manner described in this Agreement: (i) upgrades to the Reserve Pump Station; (ii) upgrades to the Storage Tank Pumps; (iii) effluent force mains from the Storage Pump Tanks to the Project Drip Fields; (iv) Project Drip Fields; and (v) all collection and conveyance improvements located in , and intended to serve, the Project. Conveyances from McKee to the Township shall be by such fee simple deeds, bills of sale and easements (as easements are further described in Section 7) as shall be necessary and sufficient in the reasonable opinion of the Township Solicitor to convey to the Township good and marketable title to the real property and personal property and the right to occupy, use, maintain, repair and improve the easement areas without interference from the owner(s) thereof. As part of its dedication obligations hereunder, McKee shall transfer and assign to Township and/or the Authority, as applicable, its interest, if any, in all operating permits, licenses and approvals. All conveyances of fee simple title, if any, from McKee to the Township, and the Township's right to occupy, use, maintain, repair and improve the easement areas, shall be free and clear of any and all liens and encumbrances that would impair the foregoing rights and shall be insured by a title company reasonably acceptable to the Township in an amount equal to the cost of improvements constructed on such dedicated land and/or within the applicable easement area(s). McKee shall provide any and all releases, waivers, affidavits and security required by such title company to insure the conveyances against mechanics liens and claims.

**5. Cost of Completing the Expansion; Partial Reimbursement by Township and Authority; Credit in Lieu of Tapping Fee.** The cost of building and completing the Expansion shall be paid by McKee which cost shall be partially reimbursed by Township as provided below:

**(a)** The total cost of the Expansion ("Expansion Costs") shall be shared by the Township and McKee as set forth below. The Expansion Costs shall include: (i) fees paid to the Township Engineer to oversee and inspect construction of the

Expansion as set forth in the Budget (subject to increases necessitated by site and construction activities); (ii) insurance costs; (iii) bond costs; (iv) labor and material costs incurred in constructing the Expansion as set forth in the Budget (subject to increases by valid Change Orders approved by the Township Engineer); (v) accounting fees; and (vi) legal fees (excluding legal fees incurred in the negotiation, drafting, and implementation of this Agreement and/or in resolving disputes between the parties). Costs excluded from the Expansion Costs shall be the cost to McKee of acquiring the Property; obtaining subdivision, zoning and land development approvals; construction of pump stations (and grinder pumps) on the Property, collection and conveyancing lines connected to the Property and serving only the Property; fees and expenses incurred to design the Expansion plans; fees and expenses incurred to obtain the permits and approvals; fees paid to the Township Engineer to review and approve the Expansion plans; and the cost of obtaining and improving necessary drip disposal fields and/or other lands providing disposal capacity to the Property.

**(b)** The schedule attached hereto as Exhibit "C" which is incorporated herein by reference showing the Expansion Budget represents the good faith projection of the parties of the total Expansion Costs as of the date of this Agreement. McKee and Township agree to use commercially reasonable efforts to adhere to the Expansion Budget.

**(c)** McKee shall keep and maintain accurate books and records showing all amounts expended on the Expansion and provide Township and Authority with a report of all such Expansion Costs by vendor, purpose and amount within forty-five (45) days of the close of each calendar quarter beginning with the first quarter in which any Expansion Costs are incurred.

**(d)** Township (including its accountants and auditors) shall have the right, but not the obligation, from time to time and at its initial expense to inspect McKee's books and records related to the Expansion Costs including, without limitation, invoices, disbursements, expenses, contracts and subcontracts to determine the

accuracy of the same. Such inspections shall be conducted during normal business hours and upon at least five (5) days prior written notice. In the event the Township determines there is a discrepancy or the Township is otherwise dissatisfied with McKee's books and records, Township shall provide McKee with written notice of any issues or discrepancies and the parties shall attempt to resolve the issues promptly and amicably. Any dispute or disagreement as to Expansion Costs not resolved by the parties shall be submitted to dispute resolution in accordance with Section 12 below.

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**(e)** Contemporaneous with its acceptance of dedication of the Expansion, the Township shall reimburse McKee by way of a lump sum, cash payment for a proportionate share of the Expansion Costs based upon the percentage of treatment capacity in the Expansion allocated to McKee. McKee will be charged with (i) the number of gpd of treatment capacity allocated to the Project as approved by PaDEP and (ii) the number of gpd of treatment capacity representing the value of any density or similar bonuses McKee may receive as part of the approval of its Land Development Plan. The Township will be charged with all treatment capacity in the Expansion not allocated to McKee. By way of illustration, if the Sewage Facilities Act Planning Module for the Project is approved for 62,840 gpd of treatment capacity, and if McKee's Land Development Plan is approved with a bonus density of 76 units which would require an allocation of 22,500 gpd of treatment capacity, the Township will reimburse McKee for seventy-eight and seven-tenths percent (78.7%) of the Expansion Costs [400,000 gpd less [62,840 gpd allocable to the Project density + 22,500 gpd allocable to bonus density] = 314,660 gpd; 314,660 gpd divided by 400,000 gpd = 78.7%]. McKee's proportionate share of the Expansion Costs shall be the basis for the calculation of the Township's reimbursement obligation, and such obligation shall not be adjusted or modified based upon any other factors such as costs incurred by McKee in developing the Project, nor shall McKee's proportionate share of the Expansion Costs be decreased if it does not use all of the treatment capacity allocated to it under the approved Sewage Facilities Act Planning Module for the Project and/or the approved Land Development Plan (including the value or any bonus).

**(f)** The Expansion Costs incurred by McKee for which McKee does not receive reimbursement shall be retained by Township and the Authority in lieu of all tapping fees and all other connection fees and sewer capacity fees applicable to the Project.

**6. McKee to Provide Collection, Conveyancing and Disposal for the Property; Purchase of Disposal Capacity Disposal Capacity.**

**(a)** McKee shall construct, at its sole cost and expense, all collection lines, pump stations and drip disposal fields, conveying systems and other improvements necessary to connect the Property and the all residential units and any non-residential uses to be constructed thereon to the Plant for treatment of raw sewage and disposal of treated effluent.

**(b)** McKee shall provide or purchase approved disposal capacity of a minimum of 62,840 gpd, of which approximately 45,760 gpd of the drip disposal capacity is available at the Project. The Township and/or the Authority, may acquire certain lands or easement disposal rights and should that acquisition take place, the Township agrees that it will sell to McKee up to 17,080 gpd of disposal capacity at a cost of \$47.30 per gallon (resulting in a total cost of \$807,884) which shall be paid by McKee contemporaneous with the first to occur of (i) McKee's first use of such disposal capacity and (ii) the Township's acceptance of dedication of the Expansion. McKee shall provide, at its sole cost and expense, the balance of its disposal capacity requirement in one or more areas at the Project or on other lands acquired by McKee that are approved, collectively, for the disposal of approximately 45,760 gpd of sewage flows.

**(c)** The Township agrees that McKee shall be permitted to use the Township's existing sewage lagoons and/or the Upland Farm Storage Tank and associated conveyance lines and pump stations to satisfy the three (3) day emergency storage requirement (188,520 gallons) applicable to the Project without any additional charge or fees; excepting, however, any costs for

improvements/modifications/upgrades that may need to be made to these facilities to allow for McKee's use all of which shall be paid by McKee.

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## **7. Grant of Easement Rights.**

**(a)** Township and Authority shall, without cost or additional fees to McKee, grant to McKee, its contractors, subcontractors and materialmen:

**(i)** a limited and temporary construction easement for access to the Plant and the real property upon which the Plant is constructed in order to enable McKee and its contractors to construct the Expansion and to perform this Agreement and for access to the Storage Tank Pumps and the land upon which it is located, to construct necessary upgrades to the Storage Tank Pumps; and

**(ii)** permanent easements from the Storage Tank Pumps across the Upland Farm open space to the Project, as depicted on the sketch plan attached hereto as Exhibit "E" and incorporated herein.

**(iii)** In addition, Township shall support McKee's efforts to obtain a thirty (30') foot wide temporary construction easement and a twenty (20') foot wide permanent easement from the Reserve at Eagle Homeowner's Association in order to allow for the installation of two (2) effluent force mains and a communication cable within the "open space" of the Reserve at Eagle subdivision. In the event construction and permanent easements are obtained, McKee shall install, or reimburse Authority for the cost of, fencing that the Authority intends to install in the Reserve at Eagle open space.

**(iv)** In the event McKee is unable, after exhaustion of reasonable efforts, to acquire any easement, temporary or permanent, described above in subparagraphs 7(a)(i), (ii) and (iii), the Township will assist McKee, at McKee's sole cost and expense, in connecting sewage and treated effluent flows to and from the Property and the Plant, including permitting the installation of sewer lines in public rights of way.

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**(b)** McKee shall grant to the Township and Authority an easement over the Property with respect to the sewer facilities shown on the approved Land Development Plan, which easements shall be set forth in the declaration of covenants, easements and restrictions to be recorded in connection with development of the Project and which easements shall be referenced in each deed to a parcel in the Project affected by any sewer facility. Each easement shall be thirty (30) feet in width with that portion of the easement area within ten (10) feet of either side of the center line of the sewer pipe or facilities installed to be exclusive to the Township except as to utility and other crossings, including telephone, electric, cable, gas and stormwater facilities shown on the approved Land Development Plan and as otherwise reasonably necessary to serve the Project. Any remaining portion of the easement area not exclusive to the Township, with the Township's prior review and approval which approval, shall not be unreasonably withheld, may be used by McKee for other utilities provided the same do not interfere with the sewer lines or facilities.

**(c)** Each easement area shall be described according to a metes and bounds legal description taken from an as-built survey obtained by McKee at its sole expense. Each easement will be granted only for the following purposes: (i) occupancy by sewage facilities; (ii) access for maintenance and repair of the sewer facilities; and (iii) the replacement of sewage facilities within the designated easement areas.

**8. Utilization of McKee Interim Capacity Allocation.** In the event completion of the community center or one or more residential units in the Project occurs prior to Substantial Completion, so long as McKee continues to diligently pursue Substantial Completion of the Expansion, McKee shall be permitted to use up to 31,820 gpd (188 EDUs for residential units and 4.84 EDUs or 800 gpd for community center) of the Unallocated Treatment Capacity ("McKee Interim Capacity Allocation"), which the Township and the Authority hereby agree to reserve and set aside for the Project pending Substantial Completion of the Expansion and operation of the Plant.

**9. Indemnification.** McKee shall and does hereby indemnify and hold harmless Township, Authority and their respective officers, agents, servants, employees, representatives, heirs, successors and assigns, from and against any and all claims for damage to the person (including death) or property (including the Plant) of anyone or any entity arising from McKee's construction of the Expansion, McKee's occupancy and use of the real property upon which the Expansion is constructed as well as any and all temporary construction easements, from the conduct of McKee's business, or from any activity, work or things done, permitted or suffered by McKee in connection with its' performance of this Agreement and shall further indemnify and hold harmless Township and Authority from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on McKee's part to be performed under the terms of this Agreement, or arising from any act or omission of McKee, or any of McKee's agents, contractors, subcontractors, employees, guests, customers or invitees including, without limitation, any act or omission which violates any law, rule, regulation, agreement, covenant or easement, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred by Township and/or Authority as a result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, and in dealing reasonably therewith, including, but not limited to, the defense or pursuit of any claim or any action or proceeding involved therein. In case any action or proceedings brought against Township and/or Authority by reason of any such matter McKee, upon written notice from Township and/or Authority, shall defend the same at McKee's sole expense by counsel reasonably satisfactory to Township and/or Authority and those parties shall cooperate with McKee in such defense. Township and Authority need not have first paid any such claim in order to be so indemnified. McKee, as a material part of the consideration to Township and Authority, hereby assumes all risk of damage to property of McKee or injury to persons in, upon or about the Expansion, the Plant and the real property upon which both are constructed and any temporary construction easements related thereto arising from any cause and McKee hereby waives all claims in respect thereof against Township and Authority.

Notwithstanding anything herein or elsewhere to the contrary, McKee shall not be responsible for, nor shall it indemnify against, any claim or damage, including such for delay, resulting from the gross negligence and/or intentional misconduct of the Township and/or the Authority and/or their respective agents, employees, representatives and contractors.

The provisions of this Section 9 shall survive the dedication of the Expansion.

## **10. Contingencies and Conditions.**

**(a)** This Agreement and the obligations of each party are contingent upon McKee receiving final unappealed and unappealable approval for the Land Development Plan as well as unappealed and unappealable approval of all required outside agency approvals necessary to permit recordation of the Land Development Plan ("Final Approval"). In the event McKee fails to diligently pursue Final Approval or in the event Final Approval is delayed for an extended period of time as a result of the inability to obtain outside agency approvals and/or third party approvals and/or adverse market conditions and such failure continues for a period of one hundred twenty (120) days after written notice from the Township, the Township, shall have the right to terminate this Agreement and pursue expansion of the Plant on its own or in conjunction with such other parties as Township deems appropriate in its sole discretion. Termination of the Agreement shall be by written notice to McKee.

**(b)** In the event McKee affirmatively confirms in writing the abandonment of its efforts to obtain Final Approval, this Agreement shall automatically terminate without the necessity of McKee, the Township and/or the Authority taking any further action, and in such event McKee shall be released from any and all obligations under this Agreement except, and only except, reimbursement of the Township and/or Authority for the amount of fees outstanding on the date of termination of the Agreement. Upon termination of this Agreement, as aforesaid, Township and Authority shall be free to pursue expansion of the Plant on its own or in conjunction with other parties on such terms as the Township deems appropriate in its sole discretion, provided however, that

the Township and Authority agree, upon completion of the Expansion, to reimburse McKee for the reasonable costs incurred by McKee in obtaining any permit and approvals and the preparation of any plans to the extent one or more of the foregoing are used by the Township and Authority in completing the Expansion.

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**(c)** McKee acknowledges and agrees that nothing contained in this Agreement is intended, nor shall it be deemed, a promise, covenant or any form of agreement by Township with respect to the Land Development Plan and any future action on the Land Development Plan. Township shall have the continuing right and obligation to treat the Land Development Plan as required by law including the right to not approve the Land Development Plan or attach conditions to any approval of the Land Development Plan should the same be lawfully permitted and in the best interests of Upper Uwchlan Township and its citizens. In the event the Land Development Plan is not approved, or in the alternative event conditions unacceptable to McKee are attached to an approval of the Land Development Plan, McKee shall not raise anything in this Agreement or the existence of this Agreement itself as a basis for reversing such Township action.

**(d)** The Township shall impose as a condition of final approval of the Land Development Plan that McKee shall execute this Agreement and McKee shall accept that condition.

## **11. Township to Control All Capacity Not Designated for McKee.**

Township shall have the right at any time to enter into one or more agreements with other parties for the use of any treatment capacity not designated for use by McKee in connection with its Land Development Plan and such other agreements can be on any terms or conditions as Township may elect, in its sole discretion, including, without limitation, terms and conditions which are different from and/or on terms superior to the terms and conditions of McKee's participation in the Expansion under this Agreement. provided, however, any such other agreements shall neither adversely affect McKee's rights as set forth herein nor impose any greater condition or obligation

upon McKee's performance of this Agreement including, but not by way of limitation, times of performance or limitations upon the total amount of the Expansion Costs.

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**12. Dispute Resolution.** In the event McKee, Township and/or Authority are unable to resolve by informal discussion any dispute that arises out of or relates to this Agreement or the breach thereof, any party may commence an appropriate action in the Court of Common Pleas of Chester County, Pennsylvania; PROVIDED, HOWEVER, MCKEE, THE TOWNSHIP AND THE AUTHORITY HEREBY KNOWINGLY, INTELLIGENTLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT IN CONNECTION WITH ANY SUCH DISPUTE.

In the event of, and during the pendency of, any dispute, lawsuit, arbitration or mediation, and if construction of the Expansion has commenced, McKee, Township and Authority shall all be obligated to continue their respective performances of this Agreement without delay or excuse.

**13. Miscellaneous.**

**(a) Notices.** McKee, Township and Authority acknowledge and agree that each has been represented by independent counsel of their choosing and the terms of this Agreement are the product of arms-length negotiation between the parties. Each party shall bear its own counsel fees and any other professional expenses incurred in the negotiation and execution of this Agreement.

**(b) Notices.** Any notice required or permitted by this Agreement shall be in writing, shall be given to all parties simultaneously, and shall be delivered by either (a) a nationally recognized overnight courier service (such as FedEx or UPS) with proof of delivery or (b) United States Postal Service certified mail, return receipt requested, postage prepaid, addressed as follows:

If to McKee:	c/o The McKee Group 940 West Sproul Road, Suite 301 Springfield, PA 19064 Attn: Kevin E. McLaughlin, Senior Vice President
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With a Copy to: Denise R. Yarnoff, Esquire  
Riley, Riper, Hollin & Colagreco  
717 Constitution Drive, Suite 201  
P.O. Box 1265  
Exton, PA 19341-1265

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

With a Copy to: Kristin Camp  
118 W. Market Street, Suite 300  
West Chester, PA 19382

If to Authority: Upper Uwchlan Township Municipal Authority  
140 Pottstown Pike  
Chester Springs, PA 19425

With a Copy to: Christopher E. Frantz, Esquire  
P.O. Box 557  
Westtown, PA 19395

Notice shall be deemed given and received on the first to occur of actual delivery or three (3) business days following confirmed deposit with a carrier.

**(c) No Relation of Principal and Agent.** Neither anything contained in this Agreement nor any act of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, partnership, of joint venture, or of any association between the parties hereto. Nothing contained in this Agreement, and no act of the parties, shall be construed to render any of the parties liable for the debts or obligations of the other, except to the extent expressly set forth in this Agreement.

**(d) No Recording.** Neither this Agreement nor a memorandum of the same shall be recorded in any public office including, without limitation, the Office of the Recorder of Deeds for Chester County, Pennsylvania.

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**(e) Assignment.** McKee may not assign its rights or delegate its duties under this Agreement except to a wholly owned subsidiary or an affiliate with common ownership, experience and financial standing as McKee which assignee agrees in writing to fulfill the obligations of McKee hereunder. The Township and Authority, may assign all or any part of their respective rights and delegate all or any part of their respective duties to the other party.

**(f) Captions.** The captions of the sections and paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation and construction.

**(g) No Third-Party Beneficiary.** The terms of this Agreement are not intended to confer any legal benefit or right to any person not a party to this Agreement. In determining the intent of the parties to this Agreement, any fact finder may accept as dispositive the parties' intent as expressed in this paragraph that no third-party rights were intended to be granted and no third-party remedies should be permitted with respect to this Agreement under any theory of third party beneficiary.

**(h) Severability.** If any terms or conditions hereof shall be held to be invalid, illegal or unenforceable in any respect and for any reason, such invalidity, illegality or unenforceability shall not affect any other of the remaining terms and conditions hereof, and the terms and conditions hereof shall thereafter be construed as if such invalid, illegal or unenforceable terms and conditions had never been contained herein.

**(i) Counterparts.** This Agreement may be executed in duplicate counterparts, each of which when fully signed shall be deemed an original, and taken together shall constitute one agreement.

**(j) Governing Law.** This Agreement has been entered into under and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**(k) Integration; Amendment.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be varied by any prior or contemporaneous covenant, representation, warranty or agreement relating to the thereto. This Agreement may not be modified, amended, varied, renewed, or terminated except in a writing signed by all of the parties.

**(l) Binding Nature.** This Agreement is binding upon the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

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Witness:

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Attest:

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Attest:

---

**THE PRESERVE AT MARSH CREEK,  
LLC, a Pennsylvania limited liability  
company**

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

**UPPER UWCHLAN TOWNSHIP**

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

**UPPER UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY**

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

## EXHIBIT LIST

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- Exhibit "A" - Summary of Expansion Improvements
- Exhibit "B" - Approvals/Construction Time Line
- Exhibit "C" - Budget of Expansion Costs
- Exhibit "D" - Insurance Certificates
- Exhibit "E" - Sketch Plan

EXHIBIT "A"

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SUMMARY OF EXPANSION IMPROVEMENTS

EXHIBIT "B"

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APPROVALS/CONSTRUCTION TIME LINE

<u>Matter</u>	<u>Time of Performance</u>
Complete Plans for review by Township Engineer	within three (3) months of the date on which approval of the Land Development Plan is approved by the Township and such approval becomes unappealable with no appeal having been taken
Submission for Application for WQM Part II Permit	within three (3) months of the date Plans are approved by the Township Engineer and the Township.
Solicit Bids from Construction Contractors	within three (3) months of the date all permits and approvals necessary to commence construction of the Expansion have been obtained
Award Bid to successful bidder	within sixty (60) days of the date bids are received by McKee.
Construction Time to Substantial Completion	To be specified as provided in Section 3 (c) of this Agreement

EXHIBIT "C"

EXPANSION BUDGET

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EXHIBIT "D"  
INSURANCE CERTIFICATES

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EXHIBIT "E"

SKETCH PLAN

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