



## AGENDA

November 12, 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.	Route 100 Wastewater Treatment Plant Expansion Agreement	12
V.	Open Session	
VI.	Next Meeting Date: December 17, 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

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

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

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

**THIS AGREEMENT** is made as of the \_\_\_\_ day of November, 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").

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 age-restricted residential units plus a community center and conversion of the existing farmhouse into an age-restricted housing unit ("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 and the conversion of the existing farmhouse into an age-restricted housing unit together with a community center which Land Development Plan was approved by the Board of Supervisors on October 10, 2017.

E. The Project will be an "age-restricted" community within the meaning of the Housing for Older Persons 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 an effective date of the date hereof ("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.

**(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;

(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 additional obligations of McKee to post any additional maintenance bonds 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").

**(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 Expansion Budget (subject to increases necessitated by site and construction activities); (ii) insurance costs; (iii) bond costs; (iv) equipment, labor and material costs incurred in constructing the Expansion as set forth in the Expansion 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.

**(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 of 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, conveyancing 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.

## **7. Grant of On-Site and Off-Site 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.

**(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.

**(d)** Pursuant to the terms and conditions of that certain Agreement dated May 20, 2019, by and among McKee-Milford Associates, LP, McKee, and Reserve at Eagle Homeowners Association (the "Association"), a true and correct copy of which has been provided to the Township and the Authority (the "Eagle HOA Agreement"), McKee shall also construct, build and assign, convey and grant, or, pursuant to the applicable provisions of the Eagle HOA Agreement, upon completion thereof shall cause the Reserve at Eagle Homeowners Association to assign, grant and convey to the Township and/or Authority the easement rights for the portion of the sanitary sewer effluent return line to be constructed within the real property of the Association, as depicted on the plan attached hereto as Exhibit "E," which easement shall meet all of the requirements for easements as set forth in subsections (b) and (c) of this Section 7.

**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 31,985 gpd (189 EDUs for residential units (188 proposed units plus the conversion of the existing farmhouse 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. 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.

**11. 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.

## 12. Miscellaneous.

**(a)** 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
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 S. Camp, Esquire Buckley, Brion, McGuire & Morris 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.

**(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; notwithstanding the foregoing, upon notice given to the Township and the Authority in the manner required under subsection (b) hereof McKee shall have the right to assign a portion of the EDUs reserved pursuant to Section 8 hereof as part of the McKee Interim Capacity Allocation to a third party builder of homes in the Project, which assignment shall be under and subject to all of the terms and conditions hereof, and further provided that such assignment shall not in any way constitute or be deemed a delegation of any of the duties and obligations of McKee hereunder, which shall continue in full force and effect.

**(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.

Witness:

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

---

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

Attest:

**UPPER UWCHLAN TOWNSHIP**

---

Gwen Jonik, Secretary

By: \_\_\_\_\_  
Guy A. Donatelli, Chairman

Attest:

**UPPER UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY**

---

G. Matthew Brown, Secretary

By: \_\_\_\_\_  
Don Carlson, Chairman

EXHIBIT LIST

- Exhibit "A" - Offsite Sanitary Sewer Improvements And Wastewater Treatment Plan Expansion
- Exhibit "B" - Approvals/Construction Time Line
- Exhibit "C" - Budget of Expansion Costs
- Exhibit "D" - Insurance Coverage Requirements
- Exhibit "E" - Site Plan

## EXHIBIT "A"

### OFFSITE SANITARY SEWER IMPROVEMENTS and WASTEWATER TREATMENT PLANT EXPANSION

**October 22, 2019**

#### **PUMP STATION No.1 (aka RESERVE PUMP STATION)**

The Township and Authority will provide access to the existing pump station to allow the pump station to be upgraded / expanded to provide an total pumping capacity to convey an average daily flow of 120,600 gpd (permitted). This is consistent with the PA DEP Sewage Facilities Planning Module that was approved by letter dated July 29, 2019. It is noted that the actual design for the pumping rate will be based upon a design flow of 130,500 gpd as outlined below to be consistent with the approved sewage facilities planning module narrative. The existing pumps will be replaced with pumps with the following minimum pumping capacity:

- Reserve at Eagle (Planning) = 56,000 gpd
- Fetter's Tract (Proposed) = 62,840 gpd
- Drip Flush (Largest Zone) = 1,760 gpd\*
- Milford Farms (Future) = 9,900 gpd\*\*
- Total Design Flow = 130,500 gpd
- Total Permitted Flow = 120,600 gpd \*\*\*

\* Largest Flush Cycle (88 gpm x 20 minutes)

\*\* Future Connection of 44 units x 225gpd/unit

\*\*\* Permitted capacity until the PA DEP approves planning for Milford Farms

- Total Design Flow = 130,500 gpd
- PA DEP Peaking Factor = 3.8
- Required Pumping Capacity =  $(130,500 \text{ gpd} \times 3.8) / 1,440 \text{ min/day}$
- = 344gpm
- Design Pumping Rate = 364 gpm

It is noted that the design of the Drip Irrigation System will discharge the flush volume to the proposed gravity sanitary sewer system.

The two replacement pumps shall be manufactured by Flygt. The pumps shall be operated by variable frequency drives (VFDs) to avoid excessive cycling of the pumps during peak flow events.

McKee shall provide the following upgrades to the pump station:

- Two new Flygt submersible pumps (23 HP)
- New Pump Controls, Motor Starters and VFDs
- It will be confirmed that the existing emergency generator and incoming electric service are adequately sized to handle the larger pump size.
- Complete testing, start up and operator training for the new pumps, controls, vfd's, and potentially emergency generator

The following equipment will remain the same:

- Flow meter and recorder
- Floats and level controls
- Control Building including all heating, ventilation and lighting
- Wet well and valve vault
- All of the existing piping and guiderails in the wet well and valve vault
- Emergency Generator (Will be verified)
- Incoming Primary Electric Service
- Force Main from the Pump Station to the existing gravity sanitary sewer

## **ROUTE 100 WWTP EXPANSION**

The Township and Authority will provide access to the existing Route 100 WWTP facility to allow for the WWTP to be expanded. The existing WWTP currently consists of two 300,000 gpd sequential batch reactor (SBR) treatment basins with each treatment basin currently rated for 200,000 gpd for a total rated mechanical treatment capacity of 400,000 gpd. The SBR treatment process is based upon equipment supplied by Aqua Aerobic Systems, Inc. The existing treatment tankage is constructed out of precast post tensioned concrete supplied by Dutchland, Inc.

The Township and Authority are requiring the installation of two additional SBR treatment basins for a total of four treatment basins. Each treatment basin shall be designed for 300,000 gpd of flow but be rated for 200,000 gpd. The Township is requiring one treatment basin be reserved for redundancy and that the permitted capacity of the mechanical (SBR) WWTP be increased from 400,000 gpd to 600,000 gpd in accordance with the existing Act 537 Plan. The only upgrades to the WWTP will be the installation of the two treatment basins and the associated equipment, piping and controls work as detailed below.

The following upgrades to the Route 100 WWTP will be completed by McKee in compliance with this agreement:

- Construction of two new SBR treatment basins with each treatment basin being designed for 300,000 gpd and rated at 200,000 gpd.
- Construction of new precast post-tension concrete treatment tankage for two new SBR treatment tanks will have a outside dimension of fifty five feet four inches by ninety feet nine inches in order to provide two treatment basins each having an inside dimension of fifty feet by forty two feet with a total depth of twenty four feet and usable depth of twenty two feet as outlined in the attached budgetary proposal dated August 31, 2017 from Dutchland, Inc. as Tank Option Two.
- The treatment equipment shall be as supplied by Aqua Aerobic Systems, Inc. as outlined in the attached Process Design Report dated August 28, 2017. The influent and effluent design parameters shall be the same as provided in the Design Report unless more stringent design parameters are required by the PA DEP.
- Upgrades of the existing SBR control system to convert it from a two basin operation to a four basin operation.
- Purchase and installation of additional pumps and force main to convey the raw sewage to the two new treatment units
- Purchase and installation of two new aeration blowers in the existing blower building on existing pads and installation of two new air lines to the proposed treatment basins.
- Installation of new access stairs to the proposed treatment basins.
- Site work included in E&S controls to allow for the installation of the two SBR Treatment tanks constructed utilized common wall construction and the required utility piping to convey the raw sewage to the treatment tanks, air to the treatment process, sludge from each treatment basin to the existing sludge holding tanks, treated effluent piping from each treatment basin to the

effluent storage facilities and required electrical and control wiring for the two new treatment basins, two aeration blowers and influent pumps.

- Upgrades to the existing SCADA system to monitor and control the transfer of treated effluent back to the Upland Farm Storage Facilities and for the expansion of the treatment process from a two basin system to a four basin system.
- Testing of the two new treatment basins for leakage by filling and monitoring the water level for each tank individually
- Testing of all new equipment and controls that were installed by McKee
- All training and start up assistance for the two new SBR treatment basins and controls.

The following components of the existing WWTP will not have to be upgraded or expanded:

- Influent headwork facilities
- Influent Pump Station with the exception of adding additional pumps to convey the wastewater to the two new treatment basins that will be installed on the existing slide rail system that was previously installed.
- Existing sludge holding tanks with the exception of piping from the WAS pumps in the proposed two new treatment basins to the existing sludge holding tanks
- Modifications to the existing blower building with the exception of the installation of two new blowers and the required piping
- Incoming primary electrical service
- Emergency generator or other emergency power provision
- Any additional laboratory equipment or process control testing equipment or supplies
- Any modification to the lighting and HVAC system in the control building with the exception of site lights to for the two new treatment basins.
- Upgrades to any existing electrical systems or wiring not directly related to the installation of any work performed by McKee
- Any provisions for any future expansion of the WWTP
- Any modification to the existing effluent distribution pump station or effluent storage facilities except as specifically noted for the Upland Farm Facility

## **UPLAND FARM STORAGE AND DRIP IRRIGATION SYSTEM (UPLAND FARM EFFLUENT FACILITY)**

The Township and Authority will provide access to the Upland Farm Effluent Facility to allow for the installation of the required equipment and control upgrades to transfer the treated and filtered effluent from the existing facilities to the proposed drip irrigation facilities located on the Fetter's property or other lands that are owned or controlled by McKee. The upgrades to the Upland Farm Effluent Facility are described below:

- Installation of two new transfer pumps in the post filter storage tank including installation of the required access hatches. (If the existing pumps can not meet the design operating conditions for the proposed drip fields on the
- Upgrades to the existing Drip Irrigation Control system to allow for the dosing and flushing of the proposed drip fields associated with the McKee development.
- Ability to upgrade the existing drip filter skid to increase the capacity of the existing drip filter if possible to avoid the need to install a separate filter and associated building on the development property.
- Ability to modify the control logic to allow for flushing of the McKee drip fields to only occur during non peak flow periods (i.e. 1 am to 5 am)
- Ability to install an effluent dose main across the Upland Farm Property with the right but not obligation to install a second return main in the same trench. It is not currently anticipated that a return main will be required due to the fact that the flushing flows will be conveyed back to the WWTP via the sanitary sewer system.
- Upgrade of the SCADA system to monitor and control the proposed drip irrigation fields to incorporate the proposed drip fields into the existing SCADA system.

The following components of the existing Upland Farm Effluent Facility will not have to be upgraded or expanded:

- Existing storage tank and storage compartments located under the existing building

- Existing filtration system from the large tank to the post filtered storage compartment under the building
- Existing chemical additional or storage facilities
- Incoming electric service unless required for the installation of the two new pumps
- Any modification to the existing lighting or HVAC system
- Upgrades to any existing electrical systems or wiring not directly related to the installation of any work performed by McKee
- Any provisions for any future expansion of the Upland Farm Effluent Facility

**EXHIBIT "B"**

**APPROVAL SCHEDULE**

TASK	TIME OF PERFORMANCE
Design and Submission to Township of WWTP Design Plans (Except for Electrical)	December 2019 to March 2020
Township Review of WWTP Design Plans	March 2020 to April 2020
Respond to Township Review Comments	May 2020 to June 2020
Submission of PA DEP WQM Part II Permit Application to Township	June 2020
Submission of PA DEP WQM Part II Permit to the PA DEP	July 2020
Submission of Electrical Design to Township	August 2020
PA DEP Approval of WQM Part II Permit	October 2020
Township Approval of WWTP Plans for Construction	October 2020
Bidding of the WWTP Expansion	October 2020
Award of Construction Contract	December 2020
Shop Drawing Approval and Construction of WWTP	Per Section 3 (c) of this Agreement

## EXHIBIT "C"

## EXPANSION BUDGET

**EXHIBIT C**  
**ROUTE 100 REGIONAL WWTP EXPANSION**  
**CONSTRUCTION COST ESTIMATE**  
**November 7, 2019**

## EXHIBIT "D"

## INSURANCE COVERAGE REQUIREMENTS

(i) Commercial General Liability Insurance, with property damage coverage, with limits of at least \$1,000,000 each occurrence limit for bodily/personal injury and property damage and \$2,000,000 for General Aggregate; \$2,000,000 Ongoing and Completed Operations Aggregate; and \$1,000,000 Personal and Advertising Limit;

(ii) Workers' Compensation Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each Accident; \$1,000,000 each Employee for Injury by Disease; and \$1,00,000 policy limit;

(iii) Excess or Umbrella Liability (to overlay Employers' Liability, Automobile Liability and Commercial Liability coverages) of at least \$5,000,000 per occurrence/aggregate.

## EXHIBIT "E"

## SITE PLAN

