



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA
NOVEMBER 18, 2019
7:00 p.m.

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

- I. CALL TO ORDER
 - A. Salute to the Flag
 - B. Moment of Silence
 - C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting
- II. APPROVAL OF MINUTES: October 8, 2019 Board of Supervisors, Draft 2020 Budget Workshop
October 14, 2019 Board of Supervisors Meeting
- III. APPROVAL OF PAYMENTS
- IV. TREASURER'S REPORT
- V. SUPERVISORS' REPORT
 - A. Executive Session will be held November 18, 2019 re: Personnel matters
 - B. Calendar:
 - November 21, 2019 Chester County Association of Township Officials' Fall Conference
 - November 28-29, 2019 Office Closed ~ Thanksgiving Holiday
 - November 30, 2019 5:00 PM 3rd Annual Upper Uwchlan Township Tree Lighting
At Upland Farms Park (Raindate December 1, 2019)
 - December 10, 2019 4:00 PM Board of Supervisors Workshop
 - December 16, 2019 7:00 PM Board of Supervisors Meeting
 - December 25, 2019 Office Closed ~ Christmas Day
 - January 1, 2020 Office Closed ~ New Year's Day

Yard Waste Collection Dates: November 20, 27, December 4, 18
Do not use plastic bags; place materials curbside the night before to guarantee collection.
- VI. ADMINISTRATION REPORTS
 - A. Township Engineer's Report
 - B. Building and Codes Department Report
 - C. Police Chief's Report
 - D. Public Works Department Report
- VII. LAND DEVELOPMENT – Consider Approval of the following:
 - A. Windsor Baptist Church Preliminary Land Development Plan
 - B. Profound Technology Preliminary/Final Land Development Plan
 - C. Starbucks – Eaglepointe Preliminary/Final Land Development Plan
 - D. DSM Biomedical Preliminary/Final Land Development Plan
 - E. Eagle Village Parking – Financial Security Replacement – Accept Letter of Credit
 - F. Preserve at Marsh Creek Land Development and Financial Security Agreements
- VIII. ADMINISTRATION
 - A. Route 100 Wastewater Treatment Plant Expansion Agreement – consider approval
 - B. Cathodic Protection Easement Agreement – consider approval
- IX. OPEN SESSION
- X. ADJOURNMENT



Upper Uwchlan Township
Board of Supervisors, Draft 2020 Budget Workshop
October 8, 2019
4:00 p.m.
Minutes
DRAFT

In attendance:

Guy Donatelli, Chair
Sandy D'Amico, Vice-Chair
Jamie Goncharoff, Member
Cary Vargo, Township Manager
Shanna Lodge, Assistant Township Manager

Gwen Jonik, Township Secretary
John DeMarco, Police Chief
Jill Bukata, Treasurer
Al Gaspari, Codes Administrator
Mike Heckman, Public Works Director
Steve Poley, Public Works Foreman

Guy Donatelli called the Workshop to order at 4:02 p.m., led the Pledge of Allegiance, and offered a moment of silence. No one planned to audio or video record the Workshop.

Guy Donatelli announced that Executive Sessions were held September 18, 19, and 23, 2019 regarding a personnel matter.

Downingtown Area Senior Center

Muriel Kennedy, Executive Director of the Downingtown Area Senior Center (DASC) and Bill Fagan, President of the Board, presented an overview of the services DASC offers to seniors, aged 60 and older, in our area. DASC is currently located in Thorndale and looking for a permanent building. Their mission is "to support, engage and empower older people to lead healthy and purposeful lives." DASC offers:

1. a variety of programs: educational classes, intellectual stimulation, exercise classes, speakers, healthy living seminars, games, trips, etc.
2. Food: warm meals every weekday – light breakfast, hot lunch
3. Information / one-to-one assistance – helping seniors navigate all the different programs available through all agencies – local, county, state, federal
4. DASC Website <https://www.downingtown seniors.org>

DASC's annual budget is \$349,000; one-third is funded by the County's Department of Aging; they have to raise the remainder. There are 6 senior centers throughout Chester County, and competition for any Grant monies and the funding from the County. The support from the Municipalities is very much appreciated.

Guy Donatelli presented Ms. Kennedy with a \$2,000 check on behalf of the Upper Uwchlan Township residents.

Police Collective Bargaining Unit - Memo of Understanding

Cary Vargo advised that the new collective bargaining agreement would be effective January 1, 2020 through December 31, 2022 and negotiations included: annual salary increases, 457 Deferred Compensation Plan matching contributions, educational incentives, retirement identification, etc. The terms have been incorporated into the 2020 budget, reviewed by a labor attorney and ratified by the Police Association. Following brief discussion, Jamie Goncharoff

moved, seconded by Sandy D'Amico, to approve the Memo of Understanding detailing the terms of the Upper Uwchlan Township Police Association Contract for the period January 2020 through December 2022. The Motion carried unanimously.

Draft 2020 Budget

Cary Vargo thanked Jill Bukata and the Staff for the work on the draft 2020 budget. He called attention to the fact that this will be the 5th year of no net-per-employee increase in health care costs or for workers' compensation insurance. The budget for General Fund is \$6,997,080.

Jill Bukata explained the budget is a work in progress and today's focus is on the Codes Department, Public Works and the Police Department. A new proposal for 2020 is matching contributions (specific levels) to the non-uniformed employees' 457 Plans, if the Board of Supervisors desires; no tax increases are proposed for 2020 or out 5 years; Guy Donatelli requested a tax reduction, if at all possible - this will be researched.

Building and Codes Department

Al Gaspari advised that there are no increases for the 2020 budget, no capital purchases, no additional employees. His salary remains included in the budget even though he plans to retire mid-year, in order to cover the costs of a new hire or Consultant. The department is basically self-sustaining in that building permit fees fund the department.

Public Works Department

Mike Heckman advised that the 2020 budget won't change much from this year; mostly Capital purchases; the equipment replacement schedule isn't as robust as in years past due to Josh Spangler, Jeff Giannini, and Steve Poley maintaining and repairing the equipment, extending the useful life; proposals include replacing the 1993 truck, outfitting the new building with electric, heat, and insulation. Most of the increase in this Department is employee wages and insurances, and additional paving projects. Road materials are only holding up @ 12 years instead of the 18 years upon which the re-paving schedule was based. He noted that he would need more personnel to address infrastructure preparations prior to paving if he wanted to implement a 12-year re-paving schedule. The Board is concerned that the re-paving doesn't fall too far behind.

Cary Vargo noted Public Works really focused on storm water inlet repair, rebuilding, replacement this summer. Steve Poley noted there are @ 1,700 inlets at this time, with more developments and roadways coming on board. Cary Vargo advised we have an employee planned and projects in mind but would need to implement the Water Resource Protection Program. If we fund the Water Resource Protection Fund separately, that would free up personnel for road maintenance - base repairs, paving, striping, sign maintenance.

Sandy D'Amico mentioned a few items to consider at Hickory Park either this year or next - a crack in the tennis courts, paint the announcement board, irrigation system, crack in basketball court.

Police Department

Chief DeMarco's Powerpoint presentation highlighted many of the Departments operations which will continue in 2020, including working with the School District for safety training and developing positive relationships in the community, working with Marsh Creek State Park (which didn't close as often this summer), participating in regional response services, continuing the drug takeback program, employee development plans (training, higher education), greater social media presence, holding Junior Police Academy, using the vehicle accident analysis data base, attaining Accreditation again for a 3 year term (thanks to Corporal Carr), evaluating

community demographics, attending sensitivity training, re-new public education programs, continued public outreach, proposed increase in 2 positions for 2020 – move Secretary from 16 hours to 20 hours, add a P/T Officer up to 24 hours/week for assistance with certain projects or events. Jamie Goncharoff is interested in developing a “Citizen Academy” which could educate residents on the land development process, what a Zoning Hearing Board does, what are special exceptions, how the budget is developed, etc.

Solid Waste Fund

Cary Vargo advised we'll realize long-term savings from this year's bid process; no other changes to the program or processes.

Act 209 Transportation Impact Fund

There are no expenditures planned in 2020.

Liquid Fuels Fund

A minimal buffer is built in. Future State funding may decrease – reduced gas tax monies due to increase in electric cars and more people working from home.

Debt Management Policy Draft

Jill Bukata had drafted a Debt Management Policy for the Board's review and discussion. The Policy provides for “credibility and transparency and ensures that there is a common understanding among the elected officials, staff and the community regarding policies surrounding the issuance of municipal obligations. The intention of the debt policy is to demonstrate a commitment to long term financial planning.” The draft is largely based on the County's Policy and was reviewed by the Township's auditing firm, Barbacane Thornton, who had two minor comments that were incorporated into the Draft. It has all the components that the Government Finance Officers Association requires, it can be amended as necessary in the future and it doesn't inhibit future Boards of Supervisors.

Following discussion, Sandy D'Amico moved to adopt the Debt Management Policy as presented. Jamie Goncharoff seconded the Motion and it carried unanimously.

Open Session

Jamie Goncharoff inquired what action can be taken by the Board to limit land development. Guy Donatelli commented that there could be transferable development rights (TDRs) or the Board could amend the zoning ordinance to restrict different types of development in different districts.

Adjournment

Jamie Goncharoff moved, seconded by Sandy D'Amico, to adjourn the Workshop at 5:47 p.m. All were in favor.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS MEETING

October 14, 2019

6:30 p.m.

DRAFT

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

In Attendance:

Board of Supervisors

Guy A. Donatelli, Chair
Sandra M. D'Amico, Vice-Chair
Jamie W. Goncharoff, Member

State Senator Katie Muth, 44th District
State Representative Danielle Friel Otten
155th District
Tom Oeste, Esq., Township Solicitor

Township Administration

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

Mr. Donatelli called the meeting to order at 6:30 p.m., led the Pledge of Allegiance, offered a moment of silence and asked if any attendees were recording the meeting. Mrs. Bauman advised her husband will be listening via her mobile phone.

Approval of Minutes

Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve as presented the minutes of the September 10, 2019 Board of Supervisors Workshop. The Motion carried unanimously.

Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve as presented the minutes of the September 16, 2019 Board of Supervisors Meeting. The Motion carried unanimously.

Approval of Payments

Mrs. D'Amico moved, seconded by Mr. Goncharoff, to approve the payments to all vendors as listed October 10, 2019. The Motion carried unanimously.

Treasurer's Report

Jill Bukata reported that the Township's financial position remains strong; year to date revenues are at 87.8% of budget and expenses are at 73.9% of budget; earned income tax revenue is over 3,000,000 which is \$356,000 ahead of this time 2018.

Supervisor's Report

Mr. Donatelli announced that an Executive Session was held October 10, 2019 regarding personnel matters. He read the following calendar and wished everyone a happy Columbus Day: November 12, 2019 4:00 PM Board of Supervisors Workshop, Draft 2020 Budget Workshop; November 12, 2019 7:00 PM Conditional Use Hearing – Struble Trail Extension; November 18, 2019 7:00 PM Board of Supervisors Meeting; November 21, 2019 Chester County Association of Township Officials' Fall Conference; November 28-29, 2019 Office Closed – Thanksgiving Holiday; November 30, 2019 5:00 PM 3rd Annual upper Uwchlan Township Tree Lighting at Upland Farms Park (Raindate December 1, 2019); yard waste collections October 16, 23, November 6 and 13.

Administration Reports

Township Engineer's Report

Dave Leh reported that site construction continues at Chester Springs Crossing (previously known as the Jankowski Tract) and the sewer main boring work under Pottstown Pike is scheduled for late October; Starbucks – Eaglepointe Shopping Center – has submitted a land development plan for consultants' review.

Building and Codes Department Report

Al Gaspari reported that 61 building permits were issued last month, totaling \$13,393 in permit fees; the Donoghues received a zoning variance for an addition to their house, which is on the township's historic resource inventory; and the developer of Green Bank Cottages (formerly Upattinas School) is converting the 'manor' house to 5 condominiums with garages.

Police Chief's Report

Chief DeMarco reported that 1,100 calls were handled last month; school is open – keep alert for student and bus activity; watch out for trick or treaters on Halloween.

Public Works Department Report

Mike Heckman reported that over the past month, Department activities included: 170 work orders received and completed; all road resurfacing and long-line striping is complete; inspecting and prepping snow removal equipment; worked on the 2020 budget; mowing activities continue; rebuilt stormwater inlets on Yarmouth Lane; cleaning/clearing stormwater pipes and inlets; replacing road signs; performed preventive maintenance and repairs on township vehicles; working with ARRO on landscaping and repair of a berm at Meadow Creek wastewater treatment plant.

LAND DEVELOPMENT

Byers Station Parcel 5C Commercial - Lot 2A/2B – Final PRD Plan Decision & Order. Applicant Bob Dwyer and Alyson Zarro, Esq., were in attendance. Tom Oeste, Esq., introduced a draft Decision & Order which would approve the Amended Final PRD Plan for the 3.5-acre commercial parcel, with the following conditions:

1. The Final Plan shall be revised to comply with Gilmore and Associates' review letter dated September 5, 2019.
2. The Applicant shall add a note to the Final Plan and include a provision in the homeowners' declaration or a deed restriction that prohibits landscaping or the placement of structures on or adjacent to Lots 42 and 43 that would obstruct the sight triangles on Road B at approximately Stations 8+10 and 10+20.
3. The number of required stacking spaces for the drive-thru lane for the proposed eating establishment on Lot 2B shall be determined by the Township when the specific use is identified by the Applicant.
4. The Township reserves the right to require the purchase of additional sewer capacity for the commercial users based upon actual water usage.
5. The Applicant shall dedicate proposed and existing sanitary sewer facilities to and as requested by the Township, at no cost to the Township.
6. The Applicant shall obtain all required outside agency permitting and approvals (e.g., PennDOT Highway Occupancy Permit approval, PaDEP Planning Module approval) prior to recordation of the Final Plan.
7. The proposed commercial development on proposed Lot 2B shall be located on two pad sites as generally depicted on Sheet 4 of the Final Plan; there shall be a minimum of 15,000 square feet of first floor gross floor area of commercial development on Lot 2B.

8. A pedestrian crosswalk and related facilities shall be installed across Station Boulevard at the intersection of Road A and Station Boulevard as generally depicted on a plan titled "Exhibit A – Station Boulevard Crossing at the Parcel 5C Driveway" prepared by Traffic Planning and Design, Inc. dated October 17, 2017 which plan is attached hereto.
9. Proposed Lot 2A shall be developed with a maximum of 55 dwelling units.
10. The Applicant shall grant to the Township an indefinite extension of time for a decision on the 2018 Commercial Plan application. Contemporaneously within the recordation of the Final Plan, the Applicant shall withdraw the 2018 Commercial Plan application.
11. To the extent that the Final Plan or any of the conditions imposed by this Decision and Order are inconsistent with or contrary to the Tentative Approval as applicable to Parcel 5C, the conditions of approval set forth herein shall control.
12. The Board grants the following modifications from the Subdivision and Land Development Ordinance (SLDO) and waiver from the Stormwater Management Ordinance (SWMO):
 - A. A modification from the requirement of SLDO Section 162-31.B (requirement for a minimum centerline radius of 150 feet on a local road) to permit a centerline radius for Road B at Stations 8+10 and 10+20 less than 150 feet as depicted on the Final Plan.
 - B. A modification from the requirement of SLDO Section 162-41.A (requirement for sidewalks on both sides of streets) to permit sidewalks on one side of the proposed streets as depicted on the Final Plan.
 - C. A modification from the requirement of SLDO Section 162-57.C.(7)(f)[3] (requirement for 15-foot wide landscaped islands at the end of a parking bay that abuts or opens onto any street) to provide landscaped islands as depicted on the Final Plan.
 - D. A waiver of SWMO Section 152-311.H.(3) to utilize a natural spillway lining for emergency spillways instead of concrete monoslab pavers.

Mr. Donatelli moved, seconded by Mrs. D'Amico, to grant Approval of the Application of Byers Retail Acquisition Limited Partnership for Final Planned Residential Development for Parcel 5C Lot 2 of the Byers Station Planned Residential Development (PRD) as outlined above. The Motion carried unanimously.

Townes at Chester Springs Escrow Release #2. Dave Leh advised that Gilmore & Associates reviewed Toll Brothers' request for escrow release #2 and recommends the release of \$233,681.67. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the release of \$233,681.67. The Motion carried unanimously.

Villages at Byers Station/Chester Springs Escrow Release #2. Dave Leh advised that Gilmore & Associates reviewed Toll Brothers' request for escrow release #2 and recommends the release of \$264,605.00. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the release of \$264,605.00. The Motion carried unanimously.

Chester Springs Crossing (Jankowski) Escrow Release #1. Dave Leh advised that Gilmore & Associates reviewed Toll Brothers' request for escrow release #1 for this project and recommends \$177,716.96 be released. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the release of \$177,716.96. The Motion carried unanimously.

Gunner Properties (160 Park Road) Development Agreement. Cary Vargo advised that Gunner Properties submitted a Land Development Agreement, Financial Security Agreement, a Stormwater Maintenance Agreement and a Pedestrian Crosswalk Maintenance Agreement for the parking lot expansion project on his property at Route 100 and Park Road. The documents were reviewed and approved by the Township Solicitor. Mr. Goncharoff moved, seconded by

Mrs. D'Amico, to approve the aforementioned documents, the Financial Security being in the amount of \$171,360.00. The Motion carried unanimously.

ADMINISTRATION

Engagement of Human Resource Consultant for Township Manager Search. Mr. Donatelli announced Township Manager Cary Vargo's resignation and thanked Mr. Vargo for providing great leadership over the last 10 years. The Board of Supervisors has interviewed a recruiter, Roseann McGrath, to assist with the recruitment of a Township Manager. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to engage Ms. McGrath to assist in the Township Manager search at \$125/hour. The Motion carried unanimously.

Professional Services Agreement. Mr. Donatelli summarized an Agreement with ARRO Consulting, for administrative assistance with day-to-day operations until a Township Manager is hired, for an initial 3-month term. Cary Vargo will provide guidance and direction to Township Staff, as needed, with respect to projects in progress (Park Road Trail, Township building expansion), the 2020 budget process, and the transitions of the newly elected Township Supervisor and new Township Manager. This hourly consultation fee won't exceed \$76.00/hour. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to approve the Professional Services Agreement with ARRO Consulting. The Motion carried unanimously.

Resolution – Submission of Byers Station Parcel 5C Commercial Lot sewage facilities planning module (SFPM) to PaDEP. Mr. Vargo noted this Resolution is part of the administrative process for approval of the sewage planning module for the revised project, which includes subdividing Lot 2 into 2 lots – 2A will be developed with 55 townhouse units and 2B will be 26,573 SF of retail, office, and coffee/fast food establishments. Mr. Goncharoff moved, seconded by Mrs. D'Amico, to adopt Resolution #10-14-19-10 authorizing the submission to PaDEP of the Byers Station Parcel 5C Commercial Lot SFPM. The Motion carried unanimously.

Disposition of Township Property – Accept/Reject High Bids. Several pieces of Township property had been duly advertised for sale via electronic auction on Municibid. Mr. Goncharoff moved in 2 separate Motions, both seconded by Mrs. D'Amico, to accept the high bid of \$170.00 for a Stihl TS400 CutOff Saw, which is being replaced, and \$62.00 for a Mitsubishi Electric Mr. Slim condensing unit and inverter, which is being replaced during the renovation of the Township building. The Motions carried unanimously.

Mr. Goncharoff moved, seconded by Mrs. D'Amico, to reject the high bid of \$3,500.00 for a Hipower Generator Model HGM65M6U, as the high bid didn't meet the \$10,000 reserve price placed on this item. The Motion carried unanimously.

Open Session

Mr. Donatelli announced that State Senator Katie Muth and State Representative Danielle Friel Otten were in attendance.

Mr. Goncharoff commented that the time on the CVS clock needs to be corrected, and we should consider adopting an ordinance that public clocks need to have the correct time. Mr. Donatelli asked Tom Oeste to draft such an ordinance for consideration.

Mr. Donatelli announced a short recess would be taken.

Sunoco Mariner East Pipeline – Use of Meadow Creek Lane

Mr. Donatelli reconvened the evening at 7:03 p.m. and introduced Representative Otten, elected November 2018 (155th District) and Senator Muth (44th District). Approximately 22 residents

were in attendance to discuss with the State officials Sunoco's recently proposed alternate route for the Mariner East pipeline expansion – open trench in Meadow Creek Lane since HDD failed. The discussion points are summarized as follows:

- status of permit approval with PaDEP and timing if current moratorium is lifted;
- speculation as to what Sunoco might do with the property they own at 38 Meadow Creek Lane; the on-lot septic system is rumored to be ruined;
- where will the trench and the 50' wide easement be located? (the trench is proposed to be in the road);
- if permitting ban is lifted, this is a major modification and the permit would be open for public review and comment so all should watch for that Notice and make comments.
- Residents should sign up through our website to receive notifications and updates;
- Each property owner should constantly talk to the Land Agent. If Sunoco already has an easement on their property, they don't need to notify. If Sunoco doesn't have an easement they need to notify. Negotiate any accommodations the property owner needs.
- Contact PaDEP directly with comments and concerns.
- Pennsylvania doesn't regulate location of pipelines.
- There are Class Action Lawsuits for water contamination in other parts of the State that will delay lifting the moratorium but it won't make it permanent.
- keep raising safety concerns and sharing the impact to you/your community through your State officials and to the DEP.
- Meadow Creek Lane is a public road, owned by the Township, but the Township can resist providing permission to use the roadway. Sunoco would then have to negotiate easements and access with each property owner.
- Property owners should get a structural integrity assessment prior to the HDD or trenching activity;
- anything that's a public nuisance – off-hours noise, debris, etc. -- should be called in to 911 for a response and for record of the violation(s).
- document everything. Take the steps to protect your family first and then document and photograph what is going on so that you can get reimbursed. Contact Sunoco constantly. Send photos / documentation to State representatives as they forward them on to their colleagues and higher levels of Government.
- If drilling or trenching activities make the home or property unlivable, the property owner can seek monetary compensation through the legal process.
- each level of government has to do all they can and work together to get as many of these issues resolved as possible.
- Sunoco's emergency action plan was reviewed and provides Sunoco asset protection moreso than public safety.
- Sunoco can't operate the pipeline until the full emergency action plan protecting life and residential property is in place.
- Both Rep. Otten and Senator Muth have introduced Bills requiring risk assessments, provisions for early detection/warning systems, and independent assessments.
- DEP reviewers try to make the pipelines as safe as possible.
- If the pipeline route gets approved, Meadow Creek residents would prefer the pipeline be in the road rather than in their property and as far away from the houses as possible.
- If the road is trenched, the Township provides active communications with emergency services, schools, buses, etc. If there are going to be problems accessing properties, the land agent should notify the owners and they may need to acquire short-term lodging elsewhere.

Adjournment

There being no further business to be brought before the Board, Mr. Donatelli adjourned the Meeting at 8:55 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 50565 to 50677
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
50565	10/14/19	JBPETTYC JILL BUKATA	248.33	10/31/19	2101
50566	10/25/19	LIONV020 LIONVILLE FIREMEN'S RELIEF FUN	42,890.10		2106
50567	10/25/19	LUDWI040 LUDWIG'S CORNER FIREMEN RELIEF	44,139.38		2107
50568	10/25/19	EASTB020 EAST BRANDYWINE FIREMEN'S RELI	5,118.59		2108
50569	10/25/19	GLENM020 GLENMOORE FIREMEN'S RELIEF FUN	2,015.80		2109
50570	10/25/19	TDAMEPOL TD AMERITRADE FBO 915-011550	40,382.00		2110
50571	11/18/19	CARRJ010 JOSEPH CARR	478.82		2119
50572	11/18/19	21ST 21st CENTURY MEDIA PHILLY	204.32		2119
50573	11/18/19	ADVAM010 ADVANCED HORTICULTURAL SOLN	11,387.00		2119
50574	11/18/19	ADVAM020 ADVANTAGE INDUSTRIAL SUPPLY	115.30		2119
50575	11/18/19	ALPHA010 ALPHA SPACE CONTROL CO., INC.	17,391.22		2119
50576	11/18/19	AQUAP010 AQUA PA	398.54		2119
50577	11/18/19	ARROC010 ARRO CONSULTING, INC.	678.15		2119
50578	11/18/19	ASSOC005 ASSOC FOR PA MUNICIPAL MANAGER	65.00		2119
50579	11/18/19	AXONENTE AXON ENTERPRISE, INC	464.00		2119
50580	11/18/19	BAIRD010 BAIRD & RUDOLPH TIRE COMPANY,	353.95		2119
50581	11/18/19	BARBA010 BARBACANE THORNTON & COMPANY	825.00		2119
50582	11/18/19	BERKH030 H.A. BERKHEIMER, INC.	180.10		2119
50583	11/18/19	BRANDWIN BRANDYWINE CONSERVANCY	614.75		2119
50584	11/18/19	BRDNOISE BRD NOISE & VIBRATION CONTROL	2,483.60		2119
50585	11/18/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,750.50		2119
50586	11/18/19	BURKHOLD BURKHOLDER MFG, INC.	12.00		2119
50587	11/18/19	CAMPBDUR CAMPBELL DURRANT, P.C.	1,410.50		2119
50588	11/18/19	CCATO010 CCATO	195.00		2119
50589	11/18/19	CCTREASU CHESTER COUNTY TREASURER - TAX	1,091.43		2119
50590	11/18/19	CHARLHIG CHARLES A HIGGINS & SONS	140.00		2119
50591	11/18/19	CHESCODE CHESTER COUNTY TREASURER-CCDES	280.00		2119
50592	11/18/19	CHRISFRA FRANTZ, CHRISTOPHER	42.00		2119
50593	11/18/19	CINTA010 CINTAS CORPORATION #287	410.64		2119
50594	11/18/19	COLLIFL COLLIFLOWER, INC	37.18		2119
50595	11/18/19	COMCA010 COMCAST	737.56		2119
50596	11/18/19	COUNT010 COUNTRY ESTATE FENCE, INC.	10.08		2119
50597	11/18/19	DELA030 DELAWARE VALLEY HEALTH TRUST	57,068.06		2119
50598	11/18/19	DIGITALL DIGITAL-ALLY	615.00		2119
50599	11/18/19	DIICOMPU DII COMPUTERS, INC	2,284.00		2119
50600	11/18/19	DISTR113 DISTRICT COURT 11-3-06	13.00		2119
50601	11/18/19	DVWCT DELAWARE VALLEY WORKERS COMP	1,811.00		2119
50602	11/18/19	DYNAT010 DYNA TECH INDUSTRIES LTD	375.00		2119
50603	11/18/19	EAGLEPEQ EAGLE POWER & EQUIPMENT	235.50		2119
50604	11/18/19	EAGLHARD EAGLE HARDWARE	382.25		2119
50605	11/18/19	EASTBRTW EAST BRANDYWINE TOWNSHIP	562.23		2119
50606	11/18/19	EMERGVEH EMERGENCY VEHICLE OUTFITTERS	290.40		2119
50607	11/18/19	ERICSTOC ERIC STOCKHAUSER	19.09		2119
50608	11/18/19	GATHE010 BRIAN E. GATHERCOLE	319.59		2119
50609	11/18/19	GENESIS GENESIS GREEN SUPPLY	750.00		2119
50610	11/18/19	GILMO020 GILMORE & ASSOCIATES, INC	3,780.76		2119
50611	11/18/19	GLASG010 GLASGOW, INC.	709.35		2119
50612	11/18/19	HAIKSOOK HAIK SOOKIAS JR	296.04		2119
50613	11/18/19	HANKINGP THE HANKIN GROUP	8,328.00		2119
50614	11/18/19	HARRI005 Harrisburg Area Community Coll	100.00		2119
50615	11/18/19	HAWEI010 H.A. WEIGAND, INC.	219.00		2119

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
50616	11/18/19	HDCHESTE H-D OF CHESTER SPRINGS	312.59	2119
50617	11/18/19	HELPNOW HELP-NOW, LLC	2,887.88	2119
50618	11/18/19	INKS0010 INK'S DISPOSAL SERVICE, INC.	220.00	2119
50619	11/18/19	IRONM010 IRON MOUNTAIN	160.52	2119
50620	11/18/19	JOHNST01 JOHNSTONE SUPPLY	9.24	2119
50621	11/18/19	JONESTOM THOMAS S. JONES	331.80	2119
50622	11/18/19	KEENC010 KEEN COMPRESSED GAS COMPANY	218.79	2119
50623	11/18/19	KEMME010 PAUL E. KEMME	258.38	2119
50624	11/18/19	KESARHAR KESARI HARITH	325.43	2119
50625	11/18/19	KIMBALLW KIMBALL MIDWEST	436.99	2119
50626	11/18/19	LANCERLP LANCER SYSTEMS LP	1,499.00	2119
50627	11/18/19	LEVEN010 LEVENGOOD SEPTIC SERVICE	530.00	2119
50628	11/18/19	LINESYST BLOCK LINE SYSTEMS	926.50	2119
50629	11/18/19	LLOYD020 RHYS LLOYD	94.99	2119
50630	11/18/19	LTLCONSU LTL CONSULTANTS, LTD	39.63	2119
50631	11/18/19	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	145.56	2119
50632	11/18/19	MARTI040 MARTIN'S TIRE & ALIGNMENT	888.82	2119
50633	11/18/19	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC	420.00	2119
50634	11/18/19	MCKENNA MCKENNA SNYDER, LLC	117.00	2119
50635	11/18/19	MCPMAH010 MCPMAHON ASSOCIATES, INC.	800.00	2119
50636	11/18/19	MONTE010 MONTESANO BROS.	427.00	2119
50637	11/18/19	NANSAGE NANCY SAGE SCJARRETTA	55.00	2119
50638	11/18/19	NAPA0010 NAPA	1,789.51	2119
50639	11/18/19	NEWHO010 NEW HOLLAND AUTO GROUP	614.89	2119
50640	11/18/19	OROUR010 O'ROURKE & SONS, INC	981.40	2119
50641	11/18/19	PECO0010 PECO	3,207.27	2119
50642	11/18/19	PHOTO010 PHOTO CARD SPECIALISTS, INC	211.91	2119
50643	11/18/19	PIERCEIN PIERCE INNOVATIONS, INC	670.00	2119
50644	11/18/19	POSTM010 POSTMASTER UWCHLAND	67.00	2119
50645	11/18/19	POZZA005 ADAM D. POZZA	113.35	2119
50646	11/18/19	PSATS010 PA ASSOCIATES OF TOWNSHIP SUPE	50.00	2119
50647	11/18/19	REILLYSI REILLY & SONS INC.	1,632.56	2119
50648	11/18/19	RICHWHIT RICHARD WHITING	4.85	2119
50649	11/18/19	ROBLITTL ROBERT E. LITTLE, INC.	344.80	2119
50650	11/18/19	ROSEMGR ROSEANN MCGRATH	3,031.25	2119
50651	11/18/19	SCOTTPOT SCOTTIES POTTIES	240.00	2119
50652	11/18/19	SHERM010 KYLE S. SHERMAN	229.08	2119
50653	11/18/19	SIRCH010 SIRCHIE FINGER PRINT LABORATOR	176.76	2119
50654	11/18/19	SKYSHOOT SKYSHOOTER DISPLAYS BY ZY PYRO	4,725.00	2119
50655	11/18/19	SLOAN010 SLOAN MOTORS, INC.	39.95	2119
50656	11/18/19	SMALE010 SMALE'S PRINTERY	160.00	2119
50657	11/18/19	SNAPON01 SNAP-ON TOOLS	2,694.80	2119
50658	11/18/19	STAPLADV STAPLES ADVANTAGE	587.04	2119
50659	11/18/19	STAPLCRP STAPLES CREDIT PLAN	724.19	2119
50660	11/18/19	STITE010 DAVID STITELER	484.36	2119
50661	11/18/19	STRATIX STRATIX SYSTEMS	848.91	2119
50662	11/18/19	STUBB010 STUBBE CONSULTING LLC	60.00	2119
50663	11/18/19	STYER010 STYER PROPANE	121.43	2119
50664	11/18/19	SUNBE020 SUNBELT RENTALS	332.31	2119
50665	11/18/19	TIFCO TIFCO INDUSTRIES	139.90	2119
50666	11/18/19	TRAISSR TRAISSR BY MCPMAHON	3,549.00	2119
50667	11/18/19	UNLIM020 UNLIMITED TECHNOLOGY, INC	115.00	2119
50668	11/18/19	UPPER010 UPPER UWCHLAN CAPITAL ACQUISIT	150,000.00	2119
50669	11/18/19	VASILID VASIL ID TRAINING LLC	660.00	2119

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50670	11/18/19	VERIZ010 VERIZON	431.94	2119
50671	11/18/19	VERIZFIO VERIZON	124.99	2119
50672	11/18/19	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14	2119
50673	11/18/19	WGAMERIC WG AMERICA COMPANY	87.15	2119
50674	11/18/19	WILLIREE WILLIAM REES	244.07	2119
50675	11/18/19	WILLSCOT WILLIAMS SCOTSMAN	1,840.00	2119
50676	11/18/19	WITME010 WITMER PUBLIC SAFETY GROUP, INC	119.78	2119
50677	11/18/19	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	508.09	2119
<hr/>				
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	113	0	447,993.91
	Direct Deposit:	0	0	0.00
	Total:	113	0	447,993.91

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Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 50565 to 50677
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

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PO #	Item	Description				Contract	Ref Seq Acct
50565	10/14/19	JBPETTYC JILL BUKATA				10/31/19	2101
19-01478	1	pd - award ceremony	40.00	01-410-000-200 Supplies	Expenditure		1 1
19-01478	2	pd - tolls	8.20	01-410-000-317 Parking & travel	Expenditure		2 1
19-01478	3	hc - liberty union/moving	110.13	01-459-000-200 Supplies	Expenditure		3 1
19-01478	4	pc - enzoz/meeting	90.00	01-414-001-200 Supplies	Expenditure		4 1
			248.33				
50566	10/25/19	LIONV020 LIONVILLE FIREMEN'S RELIEF FUN					2106
19-01516	1	state fire relief payment	42,890.10	01-411-002-530 Contributions-Fire Relief	Expenditure		1 1
50567	10/25/19	LUDWI040 LUDWIG'S CORNER FIREMEN RELIEF					2107
19-01517	1	state fire relief payment	44,139.38	01-411-002-530 Contributions-Fire Relief	Expenditure		1 1
50568	10/25/19	EASTB020 EAST BRANDYWINE FIREMEN'S RELI					2108
19-01518	1	state fire relief payment	5,118.59	01-411-002-530 Contributions-Fire Relief	Expenditure		1 1
50569	10/25/19	GLENM020 GLENMOORE FIREMEN'S RELIEF FUN					2109
19-01519	1	state fire relief payment	2,015.80	01-411-002-530 Contributions-Fire Relief	Expenditure		1 1
50570	10/25/19	TDAMEPOL TD AMERITRADE FBO 915-011550					2110
19-01520	1	police pension	40,382.00	01-410-000-160 Pension Expense	Expenditure		1 1
50571	11/18/19	CARRJ010 JOSEPH CARR					2119
19-01554	1	spet - oct services	478.82	01-410-000-158 Medical Expense Reimbursements	Expenditure		40 1
50572	11/18/19	21ST 21st CENTURY MEDIA PHILLY					2119
19-01540	1	bid notice - generator	71.08	01-400-000-341 Advertising	Expenditure		6 1
19-01540	2	twp bos - mtg notice	133.24	01-400-000-341 Advertising	Expenditure		7 1
			204.32				
50573	11/18/19	ADVAN010 ADVANCED HORTICULTURAL SOLN					2119
19-01541	1	ff - compost application	1,465.00	01-454-003-450 Contracted Services	Expenditure		8 1
19-01541	2	hp - compost application	1,250.00	01-454-002-450 Contracted Services	Expenditure		9 1
19-01541	3	twp - lawn fert/grub control	320.00	01-409-003-450 Contracted Services	Expenditure		10 1

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
50573		ADVANCED HORTICULTURAL SOLN Continued						
19-01541	4	ff - soil balance turf	860.00	01-454-003-450	Expenditure		11	1
				Contracted Services				
19-01541	5	lf - soil balance turf	420.00	01-454-004-450	Expenditure		12	1
				Contracted Services				
19-01541	6	hp - soil balance turf	1,725.00	01-454-002-450	Expenditure		13	1
				Contracted Services				
19-01541	7	hp - fert and weed turf	2,582.00	01-454-002-450	Expenditure		14	1
				Contracted Services				
19-01541	8	ff - fert turf	2,185.00	01-454-003-450	Expenditure		15	1
				Contracted Services				
19-01541	9	lf - fert and weed turf	580.00	01-454-004-450	Expenditure		16	1
				Contracted Services				
			11,387.00					
50574	11/18/19	ADVANO20 ADVANTAGE INDUSTRIAL SUPPLY					2119	
19-01547	1	parks - toilet paper/bleach	115.30	01-454-001-200	Expenditure		27	1
				Supplies				
50575	11/18/19	ALPHA010 ALPHA SPACE CONTROL CO., INC.					2119	
19-01542	1	pw - road striping	1,021.22	01-438-000-450	Expenditure		17	1
				Contracted Services				
19-01542	2	pw - road striping	16,370.00	01-438-000-450	Expenditure		18	1
				Contracted Services				
			17,391.22					
50576	11/18/19	AQUAP010 AQUA PA					2119	
19-01545	1	upland	60.00	01-454-005-360	Expenditure		21	1
				Utilities				
19-01545	2	pw	40.00	01-409-001-360	Expenditure		22	1
				Utilities				
19-01545	3	hp	174.00	01-454-002-360	Expenditure		23	1
				Utilities				
19-01545	4	twp	124.54	01-409-003-360	Expenditure		24	1
				Utilities				
			398.54					
50577	11/18/19	ARROC010 ARRO CONSULTING, INC.					2119	
19-01546	1	project 17000.00 consulting	350.50	01-408-000-313	Expenditure		25	1
				Non Reimbursable				
19-01546	2	project 17270.67 open comm/dep	327.65	01-408-000-313	Expenditure		26	1
				Non Reimbursable				
			678.15					
50578	11/18/19	ASSOC005 ASSOC FOR PA MUNICIPAL MANAGER					2119	
19-01544	1	shanna icma - dinner	65.00	01-401-000-316	Expenditure		20	1
				Training & Seminars				
50579	11/18/19	AXONENTE AXON ENTERPRISE, INC					2119	
19-01543	1	pd - tech plan annual	464.00	01-410-000-450	Expenditure		19	1
				Contracted Services				

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PO #	Item	Description							
50580	11/18/19	BAIRD010 BAIRD & RUDOLPH TIRE COMPANY,					2119		
19-01551	1	pw - industrial tires	353.95	01-438-000-200 Supplies	Expenditure		35	1	
50581	11/18/19	BARBA010 BARBACANE THORNTON & COMPANY					2119		
19-01576	1	tax collector audit	825.00	01-402-000-450 Contracted Services	Expenditure		105	1	
50582	11/18/19	BERKH030 H.A. BERKHEIMER, INC.					2119		
19-01548	1	system access/tech support	150.00	01-403-000-450 Contracted Services	Expenditure		28	1	
19-01548	2	paper	12.60	01-403-000-200 Supplies	Expenditure		29	1	
19-01548	3	postage	17.50	01-403-000-215 Postage	Expenditure		30	1	
			<u>180.10</u>						
50583	11/18/19	BRANDWIN BRANDYWINE CONSERVANCY					2119		
19-01550	1	eagleview lot 4	200.00	01-408-000-310 Reimbursable Engineer	Expenditure		33	1	
19-01550	2	ordinance update - hc	414.75	01-414-001-366 Ordinance Update	Expenditure		34	1	
			<u>614.75</u>						
50584	11/18/19	BRDNOISE BRD NOISE & VIBRATION CONTROL					2119		
19-01641	1	fedex noise survey	2,483.60	01-413-000-450 Contra Svs-MAGNET	Expenditure		231	1	
50585	11/18/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI					2119		
19-01549	1	nonreimbursable legal	1,720.50	01-404-000-311 Non Reimbursable Legal	Expenditure		31	1	
19-01549	2	reimbursable legal/w vincent	30.00	01-404-000-310 Reimbursable Legal Fees	Expenditure		32	1	
			<u>1,750.50</u>						
50586	11/18/19	BURKHOLD BURKHOLDER MFG, INC.					2119		
19-01640	1	parks -snappin turtle - strap	12.00	01-454-001-200 Supplies	Expenditure		230	1	
50587	11/18/19	CAMPBDUR CAMPBELL DURRANT, P.C.					2119		
19-01561	1	professional services rendered	1,410.50	01-404-000-311 Non Reimbursable Legal	Expenditure		56	1	
50588	11/18/19	CCAT0010 CCATO					2119		
19-01560	1	3 attendees	195.00	01-401-000-316 Training & Seminars	Expenditure		55	1	
50589	11/18/19	CCTREASU CHESTER COUNTY TREASURER - TAX					2119		
19-01562	1	parcel 3203_071900000	12.35	01-400-000-463 Misc expenses	Expenditure		57	1	
19-01562	2	parcel 3203_07170000	10.04	01-400-000-463 Misc expenses	Expenditure		58	1	

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PO #	Item	Description							
50589	CHESTER COUNTY TREASURER - TAX Continued								
19-01562	3	parcel 3203_07150000	37.25	01-400-000-463	Expenditure		59	1	
				Misc expenses					
19-01628	1	2018 delinquent real estate tax	146.57	01-400-000-463	Expenditure		212	1	
				Misc expenses					
19-01628	2	2018 delinquent real estate tax	128.58	01-400-000-463	Expenditure		213	1	
				Misc expenses					
19-01628	3	2017 delinquent real estate tax	756.64	01-400-000-463	Expenditure		214	1	
				Misc expenses					
			<u>1,091.43</u>						
50590	11/18/19	CHARLHIG CHARLES A HIGGINS & SONS					2119		
19-01553	1	rt 100/station blvd traffic	140.00	01-434-000-450	Expenditure		39	1	
				Contracted Services					
50591	11/18/19	CHESCODE CHESTER COUNTY TREASURER-CCDES					2119		
19-01559	1	pd - range use	280.00	01-410-000-316	Expenditure		54	1	
				Training/Seminar					
50592	11/18/19	CHRISFRA FRANTZ, CHRISTOPHER					2119		
19-01571	1	toll dedication - vv	42.00	01-404-000-310	Expenditure		94	1	
				Reimbursable Legal Fees					
50593	11/18/19	CINTA010 CINTAS CORPORATION #287					2119		
19-01558	1	pw - mats	62.41	01-409-001-450	Expenditure		46	1	
				Contracted Services					
19-01558	2	twp - mats	40.25	01-409-003-450	Expenditure		47	1	
				Contracted Services					
19-01558	3	pw - mats	62.41	01-409-001-450	Expenditure		48	1	
				Contracted Services					
19-01558	4	twp - mats	40.25	01-409-003-450	Expenditure		49	1	
				Contracted Services					
19-01558	5	pw - mats	62.41	01-409-001-450	Expenditure		50	1	
				Contracted Services					
19-01558	6	twp - mats	40.25	01-409-003-450	Expenditure		51	1	
				Contracted Services					
19-01558	7	pw - mats	40.00	01-409-001-450	Expenditure		52	1	
				Contracted Services					
19-01558	8	twp - mats	62.66	01-409-003-450	Expenditure		53	1	
				Contracted Services					
			<u>410.64</u>						
50594	11/18/19	COLLI FL COLLIFLOWER, INC					2119		
19-01557	1	pw - coupler	37.18	01-438-000-200	Expenditure		45	1	
				Supplies					
50595	11/18/19	COMCA010 COMCAST					2119		
19-01556	1	upland	316.64	01-454-005-450	Expenditure		42	1	
				Contracted Services					
19-01556	2	pw	196.85	01-409-001-450	Expenditure		43	1	
				Contracted Services					

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PO #	Item	Description					Ref Seq Acct
50595	COMCAST	Continued					
19-01556	3	twp	224.07	01-409-003-450	Expenditure		44 1
			<u>737.56</u>	Contracted Services			
50596	11/18/19	COUNT010 COUNTRY ESTATE FENCE, INC.					2119
19-01555	1	hp - caps & post	10.08	01-454-002-200	Expenditure		41 1
				Supplies-Hickory			
50597	11/18/19	DELA030 DELAWARE VALLEY HEALTH TRUST					2119
19-01566	1	admin	7,181.92	01-401-000-156	Expenditure		70 1
				Employee Benefit Expens			
19-01566	2	pd	26,470.63	01-410-000-156	Expenditure		71 1
				Employee Benefit Expense			
19-01566	3	codes	5,965.23	01-413-000-156	Expenditure		72 1
				Employee Benefit Expens			
19-01566	4	pw	11,860.67	01-438-000-156	Expenditure		73 1
				Employee Benefit Expense			
19-01566	5	pw - facilities	5,589.61	01-438-001-156	Expenditure		74 1
			<u>57,068.06</u>	Employee Benefit Expense			
50598	11/18/19	DIGITALL DIGITAL-ALLY					2119
19-01564	1	pd - chest cam	145.00	01-410-000-235	Expenditure		61 1
				Vehicle Maintenance			
19-01564	2	pd - battery	225.00	01-410-000-235	Expenditure		62 1
				Vehicle Maintenance			
19-01564	3	pd - battery cover	245.00	01-410-000-235	Expenditure		63 1
			<u>615.00</u>	Vehicle Maintenance			
50599	11/18/19	DIICOMPU DII COMPUTERS, INC					2119
19-01577	1	pd - laptops	2,284.00	01-410-000-740	Expenditure		106 1
				Computer/Furniture			
50600	11/18/19	DISTR113 DISTRICT COURT 11-3-06					2119
19-01567	1	misc - refund - SENT IN ERROR	13.00	01-410-000-200	Expenditure		75 1
				Supplies			
50601	11/18/19	DVWCT DELAWARE VALLEY WORKERS COMP					2119
19-01565	1	codes	54.33	01-413-000-354	Expenditure		64 1
				Insurance - Workers Comp			
19-01565	2	admin	54.33	01-401-000-354	Expenditure		65 1
				Insurance-Workers Comp			
19-01565	3	pw	271.65	01-438-000-354	Expenditure		66 1
				Insurance Workers Com			
19-01565	4	pw - facilities	162.99	01-438-001-354	Expenditure		67 1
				Insurance - Workers Comp - Facilities			
19-01565	5	pd	1,177.15	01-410-000-354	Expenditure		68 1
				Insurance - Workers Com			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
50601	11/18/19	DELAWARE VALLEY WORKERS COMP							
19-01565	6	parks	90.55	01-454-001-354	Expenditure		69	1	
				Insurance - Workers Com					
			1,811.00						
50602	11/18/19	DYNAT010 DYNA TECH INDUSTRIES LTD					2119		
19-01563	1	pw - generator maintenance	375.00	01-409-001-450	Expenditure		60	1	
				Contracted Services					
50603	11/18/19	EAGLEPEQ EAGLE POWER & EQUIPMENT					2119		
19-01569	1	pw - o-ring,plug,cap	90.10	01-438-000-200	Expenditure		91	1	
				Supplies					
19-01569	2	pw - tooth kit,pin,flat tooth	145.40	01-438-000-200	Expenditure		92	1	
				Supplies					
			235.50						
50604	11/18/19	EAGLHARD EAGLE HARDWARE					2119		
19-01568	1	upland - pipe,coupling,elbow	161.91	01-454-005-250	Expenditure		76	1	
				Repairs & Maint					
19-01568	2	ff - wire rope clip	2.97	01-454-003-200	Expenditure		77	1	
				Supplies					
19-01568	3	hp - brush, ethanol	16.47	01-454-002-200	Expenditure		78	1	
				Supplies-Hickory					
19-01568	4	parks - cable clamp	3.87	01-454-001-200	Expenditure		79	1	
				Supplies					
19-01568	5	ff - aed cabinet repair	4.99	01-454-003-200	Expenditure		80	1	
				Supplies					
19-01568	6	ff - battery	6.49	01-454-003-200	Expenditure		81	1	
				Supplies					
19-01568	7	pd - strip paint	27.16	01-438-000-200	Expenditure		82	1	
				Supplies					
19-01568	8	pd - cleaning supplies	51.53	01-410-000-250	Expenditure		83	1	
				Maintenance & Repairs					
19-01568	9	pd - ladder tread	13.99	01-410-000-200	Expenditure		84	1	
				Supplies					
19-01568	10	parks - tape, caulk	14.67	01-454-001-200	Expenditure		85	1	
				Supplies					
19-01568	11	pw - acetone	21.98	01-438-000-200	Expenditure		86	1	
				Supplies					
19-01568	12	pw - plug	7.76	01-438-000-200	Expenditure		87	1	
				Supplies					
19-01568	13	hp - cover, brushes	21.99	01-454-002-200	Expenditure		88	1	
				Supplies-Hickory					
19-01568	14	parks - snap, sheet	11.48	01-454-001-200	Expenditure		89	1	
				Supplies					
19-01568	15	parks - blade dispenser	14.99	01-454-001-200	Expenditure		90	1	
				Supplies					
			382.25						
50605	11/18/19	EASTBRTW EAST BRANDYWINE TOWNSHIP					2119		
19-01570	1	2019 workers comp uut portion	562.23	01-411-001-007	Expenditure		93	1	
				Reimbursement - East Brandywine Twp.					

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PO #	Item	Description							
50606	11/18/19	EMERGVEH EMERGENCY VEHICLE OUTFITTERS					2119		
19-01578	1	pd - moulding/mount spotlight	190.00	01-410-000-235	Expenditure		107	1	
				Vehicle Maintenance					
19-01578	2	pd - spotlight issue	100.40	01-410-000-235	Expenditure		108	1	
				Vehicle Maintenance					
			<u>290.40</u>						
50607	11/18/19	ERICSTOC ERIC STOCKHAUSER					2119		
19-01536	1	real estate tax refund	19.09	01-301-000-013	Revenue		2	1	
				Real Estate Tax Refunds					
50608	11/18/19	GATHE010 BRIAN E. GATHERCOLE					2119		
19-01574	1	aug - november services	319.59	01-410-000-158	Expenditure		99	1	
				Medical Expense Reimbursements					
50609	11/18/19	GENESIS GENESIS GREEN SUPPLY					2119		
19-01572	1	parks - annual ryegrass	750.00	01-454-001-200	Expenditure		95	1	
				Supplies					
50610	11/18/19	GILMO020 GILMORE & ASSOCIATES, INC					2119		
19-01575	1	eagleview lot 4	156.68	01-408-000-310	Expenditure		100	1	
				Reimbursable Engineer					
19-01575	2	eagleview - kebset/nash ld	590.00	01-408-000-310	Expenditure		101	1	
				Reimbursable Engineer					
19-01575	3	eagleview lot 4 parking	358.59	01-408-000-310	Expenditure		102	1	
				Reimbursable Engineer					
19-01575	4	october general services	1,813.99	01-408-000-313	Expenditure		103	1	
				Non Reimbursable					
19-01575	5	370 milford road - fetters	861.50	01-408-000-313	Expenditure		104	1	
				Non Reimbursable					
			<u>3,780.76</u>						
50611	11/18/19	GLASG010 GLASGOW, INC.					2119		
19-01573	1	pw - township line rd	323.05	01-438-000-200	Expenditure		96	1	
				Supplies					
19-01573	2	pw - greenridge	204.75	01-438-000-200	Expenditure		97	1	
				Supplies					
19-01573	3	pw - reserve	181.55	01-438-000-200	Expenditure		98	1	
				Supplies					
			<u>709.35</u>						
50612	11/18/19	HAIKSOOK HAIK SOOKIAS JR					2119		
19-01535	1	real estate tax refund	296.04	01-301-000-013	Revenue		1	1	
				Real Estate Tax Refunds					
50613	11/18/19	HANKINGP THE HANKIN GROUP					2119		
19-01581	1	415 eagleview lease payment #9	8,328.00	01-409-003-380	Expenditure		114	1	
				Rent					
50614	11/18/19	HARRI005 Harrisburg Area Community Coll					2119		
19-01582	1	pd - firearms & trace course	100.00	01-410-000-316	Expenditure		115	1	
				Training/Seminar					

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50615	11/18/19	HAWEI010 H.A. WEIGAND, INC.					2119		
19-01579	1	nut stickers	75.00	01-433-000-200	Expenditure		109	1	
				Supplies					
19-01579	2	nut seals	90.00	01-433-000-200	Expenditure		110	1	
				Supplies					
19-01579	3	sign emergency vehicle	54.00	01-433-000-200	Expenditure		111	1	
				Supplies					
			<u>219.00</u>						
50616	11/18/19	HDCHESTE H-D OF CHESTER SPRINGS					2119		
19-01583	1	pd - worn front tire	387.59	01-410-000-235	Expenditure		116	1	
				Vehicle Maintenance					
19-01583	2	pd - credit	75.00	01-410-000-235	Expenditure		117	1	
				Vehicle Maintenance					
			<u>312.59</u>						
50617	11/18/19	HELPNOW HELP-NOW,LLC					2119		
19-01580	1	monthly services - guardian	2,721.63	01-407-000-450	Expenditure		112	1	
				Contracted Services					
19-01580	2	monthly service tickets	166.25	01-407-000-450	Expenditure		113	1	
				Contracted Services					
			<u>2,887.88</u>						
50618	11/18/19	INKS0010 INK'S DISPOSAL SERVICE, INC.					2119		
19-01586	1	pw - pumped septic tank	220.00	01-409-001-450	Expenditure		120	1	
				Contracted Services					
50619	11/18/19	IRONM010 IRON MOUNTAIN					2119		
19-01584	1	offsite storage services	160.52	01-401-000-450	Expenditure		118	1	
				Contracted Services					
50620	11/18/19	JOHNST01 JOHNSTONE SUPPLY					2119		
19-01587	1	pw - nozzle oil	9.24	01-438-000-245	Expenditure		121	1	
				Highway Supplies					
50621	11/18/19	JONESTOM THOMAS S. JONES					2119		
19-01585	1	aug - october services	331.80	01-410-000-158	Expenditure		119	1	
				Medical Expense Reimbursements					
50622	11/18/19	KEENC010 KEEN COMPRESSED GAS COMPANY					2119		
19-01589	1	pw - saw blade	116.00	01-438-000-200	Expenditure		123	1	
				Supplies					
19-01589	2	pw - saw blade	81.60	01-438-000-200	Expenditure		124	1	
				Supplies					
19-01589	3	pw - cylinder rentals	21.19	01-438-000-200	Expenditure		125	1	
				Supplies					
			<u>218.79</u>						
50623	11/18/19	KEMME010 PAUL E. KEMME					2119		
19-01590	1	july - october services	258.38	01-410-000-158	Expenditure		126	1	
				Medical Expense Reimbursements					

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50624	11/18/19	KESARHAR KESARI HARITH					2119		
19-01537	1	real estate tax refund	325.43	01-301-000-013 Real Estate Tax Refunds	Revenue		3	1	
50625	11/18/19	KIMBALLW KIMBALL MIDWEST					2119		
19-01588	1	pw - drill set, ultra-cut	436.99	01-438-000-200 Supplies	Expenditure		122	1	
50626	11/18/19	LANCERLP LANCER SYSTEMS LP					2119		
19-01595	1	pd - patrol rifle	1,499.00	01-410-000-260 Small Tools & Equipment	Expenditure		139	1	
50627	11/18/19	LEVEN010 LEVENGOOD SEPTIC SERVICE					2119		
19-01592	1	hp - pumped holding tank	265.00	01-454-002-450 Contracted Services	Expenditure		135	1	
19-01592	2	hp - pumped holding tank	265.00	01-454-002-450 Contracted Services	Expenditure		136	1	
			<u>530.00</u>						
50628	11/18/19	LINESYST BLOCK LINE SYSTEMS					2119		
19-01552	1	PW	248.44	01-409-001-320 Telephone	Expenditure		36	1	
19-01552	2	TWP	347.09	01-409-003-320 Telephone	Expenditure		37	1	
19-01552	3	MILFORD	330.97	01-409-004-320 Telephone	Expenditure		38	1	
			<u>926.50</u>						
50629	11/18/19	LLOYD020 RHYS LLOYD					2119		
19-01593	1	boot reimbursement	94.99	01-413-000-200 Supplies	Expenditure		137	1	
50630	11/18/19	LTLCONS LTL CONSULTANTS, LTD					2119		
19-01594	1	commercial bldg inspector	39.63	01-413-000-450 Contra Svs-MAGNET	Expenditure		138	1	
50631	11/18/19	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.					2119		
19-01591	1	parks - tarp	10.99	01-454-001-200 Supplies	Expenditure		127	1	
19-01591	2	pw - pipe,nipple,screws	8.66	01-438-000-200 Supplies	Expenditure		128	1	
19-01591	3	pw - straps,spray paint	17.44	01-438-000-200 Supplies	Expenditure		129	1	
19-01591	4	pw - stripping paint	18.87	01-438-000-200 Supplies	Expenditure		130	1	
19-01591	5	parks - sevin; bug spray	19.99	01-454-001-200 Supplies	Expenditure		131	1	
19-01591	6	upland - repair parts	45.84	01-454-005-250 Repairs & Maint	Expenditure		132	1	
19-01591	7	pw - sand disc	13.78	01-438-000-200 Supplies	Expenditure		133	1	

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50631	19-01591	LUDWIG'S CORNER SUPPLY CO. Continued 8 upland - spray insulation	9.99	01-454-005-200 Supplies	Expenditure		134	1
			145.56					
50632	11/18/19 19-01598	MARTI040 MARTIN'S TIRE & ALIGNMENT 1 pw - tires	888.82	01-438-000-200 Supplies	Expenditure		2119 142	1
50633	11/18/19 19-01599	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC 1 pumped septic tank/disinfected	420.00	01-409-003-250 Maintenance & Repairs	Expenditure		2119 143	1
50634	11/18/19 19-01646	MCKENNA MCKENNA SNYDER, LLC 1 october services - struble	117.00	01-408-000-305 Reimbursable CU	Expenditure		2119 235	1
50635	11/18/19 19-01597	MCTMAH010 MCMAHON ASSOCIATES, INC. 1 september services	800.00	01-408-000-311 Traffic Engineering	Expenditure		2119 141	1
50636	11/18/19 19-01643	MONTE010 MONTESANO BROS. 1 cary's lunch for staff	427.00	01-400-000-340 Public Relations	Expenditure		2119 233	1
50637	11/18/19 19-01603	NANSAGE NANCY SAGE SCJARRETTA 1 court reporter - rip holdings	55.00	01-414-001-301 Court Reporter	Expenditure		2119 172	1
50638	11/18/19 19-01600	NAPA0010 NAPA 1 credit - battery	18.00	01-410-000-235 Vehicle Maintenance	Expenditure		2119 144	1
	19-01600	2 credit - battery	18.00	01-409-001-250 Maint & Repair	Expenditure		145	1
	19-01600	3 credit - battery	81.00	01-438-000-235 Vehicle Maintenance	Expenditure		146	1
	19-01600	4 pw - oil	366.67	01-438-000-200 Supplies	Expenditure		147	1
	19-01600	5 pw - gal psf	19.99	01-438-000-200 Supplies	Expenditure		148	1
	19-01600	6 pw - quik wax,spray,mineral	87.16	01-438-000-200 Supplies	Expenditure		149	1
	19-01600	7 pw - p/washer	221.99	01-438-000-200 Supplies	Expenditure		150	1
	19-01600	8 pw - ozzy juice	340.50	01-438-000-200 Supplies	Expenditure		151	1
	19-01600	9 parks - trackbar	105.25	01-454-001-235 Vehicle Maintenance	Expenditure		152	1
	19-01600	10 pw - couplers	24.61	01-438-000-200 Supplies	Expenditure		153	1
	19-01600	11 pw - couplers	59.99	01-438-000-200 Supplies	Expenditure		154	1

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50638	NAPA	Continued							
19-01600	12	pw - oil filter,spark plug	16.77	01-438-000-245 Highway Supplies	Expenditure		155	1	
19-01600	13	pw - lamp, reducer	32.37	01-438-000-200 Supplies	Expenditure		156	1	
19-01600	14	parks - oil	64.56	01-454-001-235 Vehicle Maintenance	Expenditure		157	1	
19-01600	15	pw - universal oil	229.20	01-438-000-200 Supplies	Expenditure		158	1	
19-01600	16	pw - sealant	91.32	01-438-000-200 Supplies	Expenditure		159	1	
19-01600	17	pd - bal bead, goof off	65.58	01-410-000-235 Vehicle Maintenance	Expenditure		160	1	
19-01600	18	pw - micro 20a box	3.90	01-438-000-200 Supplies	Expenditure		161	1	
19-01600	19	pw - connect	15.67	01-438-000-200 Supplies	Expenditure		162	1	
19-01600	20	pw - cutof/tl	128.00	01-438-000-200 Supplies	Expenditure		163	1	
19-01600	21	pw - gloves	32.98	01-438-000-200 Supplies	Expenditure		164	1	
			<u>1,789.51</u>						
50639	11/18/19	NEWHO010 NEW HOLLAND AUTO GROUP						2119	
19-01602	1	pd - credit	100.00	01-410-000-235 Vehicle Maintenance	Expenditure		168	1	
19-01602	2	parks - bar,nut,bolt	176.73	01-454-001-200 Supplies	Expenditure		169	1	
19-01602	3	pd - moulding	508.16	01-410-000-235 Vehicle Maintenance	Expenditure		170	1	
19-01602	4	pw - glass	30.00	01-438-000-235 Vehicle Maintenance	Expenditure		171	1	
			<u>614.89</u>						
50640	11/18/19	OROUR010 O'ROURKE & SONS, INC						2119	
19-01601	1	pw - tube steel	396.00	01-438-000-245 Highway Supplies	Expenditure		165	1	
19-01601	2	pw - tube steel & angle	120.40	01-438-000-245 Highway Supplies	Expenditure		166	1	
19-01601	3	pw - 14ga sheet	465.00	01-438-000-245 Highway Supplies	Expenditure		167	1	
			<u>981.40</u>						
50641	11/18/19	PECO0010 PECO						2119	
19-01604	1	upland	47.41	01-454-005-360 Utilities	Expenditure		173	1	
19-01604	2	twp	260.39	01-409-003-360 Utilities	Expenditure		174	1	
19-01604	3	twp	92.20	01-409-003-360 Utilities	Expenditure		175	1	
19-01604	4	ff - field lighting	1,352.06	01-454-003-360 Utilities	Expenditure		176	1	

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50641	PECO	Continued							
19-01604	5	ff	116.44	01-454-003-360 Utilities	Expenditure		177	1	
19-01604	6	pw	520.44	01-409-001-360 Utilities	Expenditure		178	1	
19-01604	7	twp	454.62	01-409-003-360 Utilities	Expenditure		179	1	
19-01604	8	milford	250.79	01-409-004-360 Utilities	Expenditure		180	1	
19-01604	9	hp	112.92	01-454-002-360 Utilities	Expenditure		181	1	
			<u>3,207.27</u>						
50642	11/18/19	PHOTO010 PHOTO CARD SPECIALISTS, INC					2119		
19-01605	1	clock for cary	211.91	01-400-000-340 Public Relations	Expenditure		182	1	
50643	11/18/19	PIERCEIN PIERCE INNOVATIONS, INC					2119		
19-01612	1	various summer dates	670.00	01-410-000-340 Public Relations	Expenditure		189	1	
50644	11/18/19	POSTM010 POSTMASTER UWCHLAND					2119		
19-01606	1	po box lease - 6 months	67.00	01-401-000-215 Postage	Expenditure		183	1	
50645	11/18/19	POZZA005 ADAM D. POZZA					2119		
19-01607	1	june & september services	10.00	01-410-000-158 Medical Expense Reimbursements	Expenditure		184	1	
19-01608	1	training/travel @ hacc	103.35	01-410-000-316 Training/Seminar	Expenditure		185	1	
			<u>113.35</u>						
50646	11/18/19	PSATS010 PA ASSOCIATES OF TOWNSHIP SUPE					2119		
19-01609	1	sandy training	50.00	01-401-000-316 Training & Seminars	Expenditure		186	1	
50647	11/18/19	REILLYSI REILLY & SONS INC.					2119		
19-01610	1	fuel for equipment	1,632.56	01-438-000-230 Gasoline & Oil	Expenditure		187	1	
50648	11/18/19	RICHWHIT RICHARD WHITING					2119		
19-01538	1	real estate tax refund	4.85	01-301-000-013 Real Estate Tax Refunds	Revenue		4	1	
50649	11/18/19	ROBLITTL ROBERT E. LITTLE, INC.					2119		
19-01611	1	pw - seal, bearing, cup	344.80	01-438-000-200 Supplies	Expenditure		188	1	
50650	11/18/19	ROSEMCCR ROSEANN MCGRATH					2119		
19-01596	1	twp mgr search/recruitment	3,031.25	01-401-000-450 Contracted Services	Expenditure		140	1	

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50651	11/18/19	SCOTTPOT SCOTTIES POTTIES					2119		
19-01614	1	upland - portable toilet	120.00	01-454-005-450	Expenditure		191	1	
				Contracted Services					
19-01639	1	upland - portable toilet	120.00	01-454-005-450	Expenditure		229	1	
				Contracted Services					
			<u>240.00</u>						
50652	11/18/19	SHERM010 KYLE S. SHERMAN					2119		
19-01616	1	travel reimbursement	229.08	01-410-000-316	Expenditure		193	1	
				Training/Seminar					
50653	11/18/19	SIRCH010 SIRCHIE FINGER PRINT LABORATOR					2119		
19-01624	1	pd - powder ppe kit	176.76	01-410-000-260	Expenditure		207	1	
				Small Tools & Equipment					
50654	11/18/19	SKYSH00T SKYSHOOTER DISPLAYS BY ZY PYRO					2119		
19-01613	1	firework display - deposit	4,725.00	01-454-001-202	Expenditure		190	1	
				Community Day					
50655	11/18/19	SLOAN010 SLOAN MOTORS, INC.					2119		
19-01642	1	17 ford explorer - powertrain	39.95	01-410-000-235	Expenditure		232	1	
				Vehicle Maintenance					
50656	11/18/19	SMALE010 SMALE'S PRINTER					2119		
19-01622	1	twp - envelopes	160.00	01-401-000-200	Expenditure		204	1	
				Supplies					
50657	11/18/19	SNAPON01 SNAP-ON TOOLS					2119		
19-01618	1	pw - punch,chisel	634.95	01-438-000-260	Expenditure		195	1	
				Small Tools & Equipment					
19-01618	2	pw - brake bar, xlng rat, skt	260.85	01-438-000-260	Expenditure		196	1	
				Small Tools & Equipment					
19-01618	3	pw - 10pc commrset	1,799.00	01-438-000-260	Expenditure		197	1	
				Small Tools & Equipment					
			<u>2,694.80</u>						
50658	11/18/19	STAPLADV STAPLES ADVANTAGE					2119		
19-01620	1	hc - moving supplies	192.18	01-459-000-200	Expenditure		199	1	
				Supplies					
19-01620	2	empc - batteries	58.42	01-415-000-200	Expenditure		200	1	
				Supplies					
19-01620	3	twp - office/kitchen supplies	241.77	01-401-000-200	Expenditure		201	1	
				Supplies					
19-01620	4	pw - office supplies	94.67	01-438-000-200	Expenditure		202	1	
				Supplies					
			<u>587.04</u>						
50659	11/18/19	STAPLCRP STAPLES CREDIT PLAN					2119		
19-01621	1	pd - office supplies	724.19	01-410-000-200	Expenditure		203	1	
				Supplies					

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50660	11/18/19	STITE010 DAVID STITELER					2119		
19-01625	1	training/travel reimbursement	268.53	01-410-000-316	Expenditure		208	1	
				Training/Seminar					
19-01625	2	march - august services	215.83	01-410-000-158	Expenditure		209	1	
				Medical Expense Reimbursements					
			<u>484.36</u>						
50661	11/18/19	STRATIX STRATIX SYSTEMS					2119		
19-01623	1	copier - quarterly lease	188.00	01-401-000-450	Expenditure		205	1	
				Contracted Services					
19-01623	2	color copies	660.91	01-401-000-200	Expenditure		206	1	
				Supplies					
			<u>848.91</u>						
50662	11/18/19	STUBB010 STUBBE CONSULTING LLC					2119		
19-01619	1	dsm biomedical - light review	60.00	01-408-000-310	Expenditure		198	1	
				Reimbursable Engineer					
50663	11/18/19	STYER010 STYER PROPANE					2119		
19-01615	1	pw bldg	121.43	01-409-001-231	Expenditure		192	1	
				Propane & heating - PW bldg					
50664	11/18/19	SUNBE020 SUNBELT RENTALS					2119		
19-01617	1	rt 100 curb repair	332.31	01-409-003-450	Expenditure		194	1	
				Contracted Services					
50665	11/18/19	TIFCO TIFCO INDUSTRIES					2119		
19-01626	1	pw - magnet mini angle	139.90	01-438-000-200	Expenditure		210	1	
				Supplies					
50666	11/18/19	TRAISR TRAISR BY MCMAHON					2119		
19-01627	1	september services	3,549.00	01-407-000-220	Expenditure		211	1	
				Software					
50667	11/18/19	UNLIM020 UNLIMITED TECHNOLOGY, INC					2119		
19-01634	1	pd - error on video	115.00	01-410-000-450	Expenditure		220	1	
				Contracted Services					
50668	11/18/19	UPPER010 UPPER UWCHLAN CAPITAL ACQUISIT					2119		
19-01645	1	general to capital	150,000.00	01-492-000-030	Expenditure		234	1	
				Transfer to Capital Res					
50669	11/18/19	VASILID VASIL ID TRAINING LLC					2119		
19-01633	1	pd - identity training	660.00	01-410-000-316	Expenditure		219	1	
				Training/Seminar					
50670	11/18/19	VERIZ010 VERIZON					2119		
19-01629	1	milford	287.53	01-409-004-320	Expenditure		215	1	
				Telephone					
19-01631	1	pw bldg	144.41	01-409-001-320	Expenditure		217	1	
				Telephone					
			<u>431.94</u>						

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Check Register By Check Id

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
50671	11/18/19	VERIZFIO VERIZON					2119
19-01630	1	ff - internet	124.99	01-454-003-320 Telephone	Expenditure		216 1
50672	11/18/19	VERIZOSP VERIZON - SPECIAL PROJECTS					2119
19-01632	1	november conduit occupancy	217.14	01-434-000-450 Contracted Services	Expenditure		218 1
50673	11/18/19	WGAMERIC WG AMERICA COMPANY					2119
19-01637	1	twp - water	16.34	01-401-000-200 Supplies	Expenditure		223 1
19-01637	2	twp - water	2.98	01-401-000-200 Supplies	Expenditure		224 1
19-01637	3	pw - kitchen supplies	54.68	01-438-000-200 Supplies	Expenditure		225 1
19-01637	4	pd - water	2.98	01-410-000-200 Supplies	Expenditure		226 1
19-01637	5	pd - water	10.17	01-410-000-200 Supplies	Expenditure		227 1
			87.15				
50674	11/18/19	WILLIREE WILLIAM REES					2119
19-01539	1	real estate tax refund	244.07	01-301-000-013 Real Estate Tax Refunds	Revenue		5 1
50675	11/18/19	WILLSCOT WILLIAMS SCOTSMAN					2119
19-01636	1	10/27-11/26/19 modular rental	1,840.00	01-409-005-200 Police Relocated - Supplies	Expenditure		222 1
50676	11/18/19	WITME010 WITMER PUBLIC SAFETY GROUP, INC					2119
19-01635	1	jacket/shirt	119.78	01-410-000-238 Clothing/Uniforms	Expenditure		221 1
50677	11/18/19	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC					2119
19-01638	1	pw - cleaning supplies	508.09	01-438-000-200 Supplies	Expenditure		228 1
Report Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>	
	Checks:	113	0	447,993.91		0.00	
	Direct Deposit:	0	0	0.00		0.00	
	Total:	113	0	447,993.91		0.00	

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 885 to 889
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
885	11/23/19	AQUAP010 AQUA PA	6,283.98	2113
886	11/06/19	LOWES020 LOWES BUSINESS ACCOUNT	781.97	2114
887	11/06/19	BANKAMER BANK OF AMERICA	9,503.59	2115
888	11/01/19	STANDINS STANDARD INSURANCE COMPANY	2,827.77	2116
889	11/05/19	WEXBANK WEX BANK	5,323.63	2117

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	24,720.94	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	24,720.94	0.00

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 885 to 889
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
885	11/23/19	AQUAP010 AQUA PA						2113
19-01523	1	217 hydrants	5,611.62	01-411-000-451	Expenditure		1	1
				Hydrant expenses-Aqua				
19-01523	2	26 hydrants	672.36	01-411-000-451	Expenditure		2	1
				Hydrant expenses-Aqua				
			6,283.98					
886	11/06/19	LOWES020 LOWES BUSINESS ACCOUNT						2114
19-01524	1	pw - supplies	130.40	01-438-000-200	Expenditure		1	1
				Supplies				
19-01524	2	upland - pipe snake	453.15	01-454-005-250	Expenditure		2	1
				Repairs & Maint				
19-01524	3	pw - supplies	198.42	01-438-000-200	Expenditure		3	1
				Supplies				
			781.97					
887	11/06/19	BANKAMER BANK OF AMERICA						2115
19-01525	1	pd - eagle tavern	59.94	01-410-000-342	Expenditure		1	1
				Police Accreditation				
19-01525	2	pd - amazon	120.78	01-410-000-200	Expenditure		2	1
				Supplies				
19-01525	3	pd - amazon prime	13.77	01-410-000-420	Expenditure		3	1
				Dues/Subscription/Memb				
19-01525	4	pd - ashi	322.43	01-410-000-316	Expenditure		4	1
				Training/Seminar				
19-01525	5	pd - safelite autoglass	644.45	01-410-000-235	Expenditure		5	1
				Vehicle Maintenance				
19-01525	6	pd - amazon	11.65	01-410-000-238	Expenditure		6	1
				Clothing/Uniforms				
19-01525	7	pd - tyndale flag service	47.20	01-410-000-340	Expenditure		7	1
				Public Relations				
19-01525	8	codes - service king (als car)	3,226.20	01-413-000-235	Expenditure		8	1
				Vehicle Maintenance				
19-01525	9	twp - psats	30.00	01-401-000-316	Expenditure		9	1
				Training & Seminars				
19-01525	10	twp - microsoft	274.91	01-407-000-220	Expenditure		10	1
				Software				
19-01525	11	twp - microsoft	373.12	01-407-000-220	Expenditure		11	1
				Software				
19-01525	12	twp - independent graphics	1,098.76	01-401-000-215	Expenditure		12	1
				Postage				
19-01525	13	pw - amazon	79.95	01-438-000-200	Expenditure		13	1
				Supplies				
19-01525	14	pw - amazon	35.27	01-438-000-200	Expenditure		14	1
				Supplies				
19-01525	15	empc - giant	15.64	01-415-000-200	Expenditure		15	1
				Supplies				
19-01525	16	hc - lionville storage (7mos)	1,114.00	01-459-000-450	Expenditure		16	1
				Contracted Services				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
887		BANK OF AMERICA							
		Continued							
19-01525	17	pr - amazon (tree lighting)	287.84	01-454-001-201	Expenditure		17	1	
				Park & Rec Special Events					
19-01525	18	twp - payroll legal	89.00	01-401-000-420	Expenditure		18	1	
				Dues/Subscriptions/Mem					
19-01525	19	twp - hr specialist	99.00	01-401-000-420	Expenditure		19	1	
				Dues/Subscriptions/Mem					
19-01525	20	twp - dccc	362.00	01-401-000-174	Expenditure		20	1	
				Tuition Reimbursements					
19-01525	21	twp - edible arrangements	84.98	01-401-000-174	Expenditure		21	1	
				Tuition Reimbursements					
19-01525	22	pw - seifu town car	40.00	01-438-000-317	Expenditure		22	1	
				Parking & Travel					
19-01525	23	pw - paramount hotel	803.58	01-438-000-317	Expenditure		23	1	
				Parking & Travel					
19-01525	24	pw - paramount hotel	803.58	01-438-001-316	Expenditure		24	1	
				Traning & Seminars -Facilities					
19-01525	25	pw - paramount hotel	34.95	01-438-000-317	Expenditure		25	1	
				Parking & Travel					
19-01525	26	pw - american air	30.00	01-438-000-317	Expenditure		26	1	
				Parking & Travel					
19-01525	27	pw - primo	95.39	01-438-000-316	Expenditure		27	1	
				Training/Seminar					
19-01525	28	pw - acme	34.37	01-438-000-316	Expenditure		28	1	
				Training/Seminar					
19-01525	29	pw - gme supply	230.85	01-438-000-260	Expenditure		29	1	
				Small Tools & Equipment					
19-01525	30	icma refund	1,110.00	01-401-000-316	Expenditure		30	1	
				Training & Seminars					
19-01525	31	twp - white pages	4.99	01-401-000-420	Expenditure		31	1	
				Dues/Subscriptions/Mem					
19-01525	32	twp - white pages	4.99	01-401-000-420	Expenditure		32	1	
				Dues/Subscriptions/Mem					
19-01525	33	twp - ezpass auto renew	140.00	01-401-000-317	Expenditure		33	1	
				Parking/Travel					
			9,503.59						
888	11/01/19	STANDINS STANDARD INSURANCE COMPANY					2116		
19-01526	1	admin	505.51	01-401-000-156	Expenditure		1	1	
				Employee Benefit Expens					
19-01526	2	pd	1,412.44	01-401-000-156	Expenditure		2	1	
				Employee Benefit Expens					
19-01526	3	codes	257.83	01-413-000-156	Expenditure		3	1	
				Employee Benefit Expens					
19-01526	4	pw	450.39	01-438-000-156	Expenditure		4	1	
				Employee Benefit Expense					
19-01526	5	pw - facilities	201.60	01-438-001-156	Expenditure		5	1	
				Employee Benefit Expense					
			2,827.77						
889	11/05/19	WEXBANK WEX BANK					2117		
19-01527	1	admin	274.60	01-401-000-230	Expenditure		1	1	
				Gasoline & Oil					

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Upper Uwchlan Township
Check Register By Check Id

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
PO #	Item	Description						
889	WEX BANK							
19-01527	2	pd	2,749.61	01-410-000-230	Expenditure		2	1
				Gasoline & Oil				
19-01527	3	codes	227.66	01-413-000-230	Expenditure		3	1
				Gasoline & Oil				
19-01527	4	pw	1,342.71	01-438-000-230	Expenditure		4	1
				Gasoline & Oil				
19-01527	5	pw - facilities	729.05	01-438-001-230	Expenditure		5	1
				Gasoline & Oil - Facilities				
			5,323.63					

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	24,720.94	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	24,720.94	0.00

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Check Register By Check Id

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Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 759 to 759
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
759	11/04/19	AFLAC010 AFLAC	787.88	2112

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	787.88	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	787.88	0.00

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Check Register By Check Id

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Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 648 to 649
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
648	11/18/19	INTER010 INTERCON TRUCK EQUIPMENT	3,457.62	2121
649	11/18/19	HAWEI010 H.A. WEIGAND, INC.	7,460.00	2122

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	10,917.62	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	10,917.62	0.00

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 648 to 649
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
648	11/18/19	INTER010 INTERCON TRUCK EQUIPMENT					2121
19-01648	1	liquid fuels - materials	3,457.62	04-438-000-239	Expenditure	1	1
				Road Project Supplies			
649	11/18/19	HAWEI010 H.A. WEIGAND, INC.					2122
19-01649	1	liquid fuels - street signs	7,460.00	04-438-000-239	Expenditure	1	1
				Road Project Supplies			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	10,917.62	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	10,917.62	0.00

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10378 to 10382
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
10378	11/18/19	ADVANDIS ADVANCED DISPOSAL	34,135.26	2123
10379	11/18/19	AJBLO010 A.J. BLOSENSKI	14,975.04	2123
10380	11/18/19	BUCKLO10 BUCKLEY, BRION, MCGUIRE, MORRI	112.50	2123
10381	11/18/19	CCSWA010 CCSWA	20,301.27	2123
10382	11/18/19	TOTALREC TOTAL RECYCLE	3,372.02	2123

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	72,896.09	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	72,896.09	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 11/18/19 Checking Account: SOLID WASTE G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
19-01650	11/18/19	ADVANDIS ADVANCED DISPOSAL 1 october residential collection	34,135.26	PO BOX 74008047 05-427-000-450 Contracted Services	Expenditure	Aprv	1	1
			34,135.26					
19-01652	11/18/19	AJBL0010 A.J. BLOENSKI 1 november recycling collection	14,975.04	P.O. BOX 392 05-427-000-460 Contracted Services - Recycling	Expenditure	Aprv	6	1
			14,975.04					
19-01653	11/18/19	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 legal fees - trash collections	112.50	118 W. MARKET STREET 05-427-000-314 Legal Fees	Expenditure	Aprv	7	1
			112.50					
19-01651	11/18/19	CCSWA010 CCSWA 1 10/8-10/15/19	5,292.42	P. O. BOX 476 05-427-000-700 Tipping Fees	Expenditure	Aprv	2	1
19-01651	11/18/19	2 10/16-10/22/19	5,041.55	05-427-000-700 Tipping Fees	Expenditure	Aprv	3	1
19-01651	11/18/19	3 10/23-10/30/19	4,711.86	05-427-000-700 Tipping Fees	Expenditure	Aprv	4	1
19-01651	11/18/19	4 11/4-11/6/19	5,255.44	05-427-000-700 Tipping Fees	Expenditure	Aprv	5	1
			20,301.27					
19-01654	11/18/19	TOTALREC TOTAL RECYCLE 1 october tipping fees-recycle	3,372.02	PO BOX 7250 05-427-000-725 Tipping Fees - Recycling	Expenditure	Aprv	8	1
			3,372.02					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	5	8	72,896.09

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
Check Register By Check Id

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Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1252 to 1253
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
1252	11/18/19	GILM0020 GILMORE & ASSOCIATES, INC	120.00		2124
1253	11/18/19	GLASG010 GLASGOW, INC.	91.91		2124

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	211.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	211.91	0.00

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Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 11/18/19 Checking Account: STORM WATER MGT G/L Credit: Expenditure G/L Credit
Generate Direct Deposit: N

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
	11/18/19	GILMO020 GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
19-01656	11/18/19	1 ms4 permit	120.00	08-420-000-035	Expenditure	Aprv	2	1	
				Permits					
			120.00						
	11/18/19	GLASG010 GLASGOW, INC.		PO BOX 1089					
19-01655	11/18/19	1 heron hill	91.91	08-446-000-200	Expenditure	Aprv	1	1	
				Supplies					
			91.91						

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	2	2	211.91

There are NO errors or warnings in this listing.

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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1760 to 1771
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
1760	10/14/19	BOYLECO BOYLE CONSTRUCTION	24,320.00	10/31/19	2102
1761	11/18/19	ACCELFIR ACCELERATED FIRE PROTECTION	68,238.00		2125
1762	11/18/19	BAVERGOR GORDON H. BAVER, INC.	255,289.24		2125
1763	11/18/19	BLACK010 DAVID BLACKMORE & ASSOC, INC.	6,757.38		2125
1764	11/18/19	BOYLECO BOYLE CONSTRUCTION	24,320.00		2125
1765	11/18/19	DIICOMPU DII COMPUTERS, INC	46,396.00		2125
1766	11/18/19	GILMO020 GILMORE & ASSOCIATES, INC	5,944.88		2125
1767	11/18/19	HAMMEL HAMMEL ASSOCIATES ARCHITECTS	4,735.84		2125
1768	11/18/19	MCMAH010 MCMAHON ASSOCIATES, INC.	11,938.72		2125
1769	11/18/19	PECOENER PECO ENERGY COMPANY	341.00		2125
1770	11/18/19	TRAFFPLA TRAFFIC PLANNING & DESIGN	53,086.57		2125
1771	11/18/19	WESCOTT WESCOTT ELECTRIC COMPANY	73,435.50		2125

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	12	0	574,803.13	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	12	0	574,803.13	0.00

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1760 to 1771
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
1760	10/14/19	BOYLECO BOYLE CONSTRUCTION				10/31/19	2102
19-01479	1	september services	24,320.00	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		1 1
1761	11/18/19	ACCELFIR ACCELERATED FIRE PROTECTION					2125
19-01660	1	payment application #2	68,238.00	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		6 1
1762	11/18/19	BAVERGOR GORDON H. BAVER, INC.					2125
19-01662	1	payment application #6	255,289.24	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		8 1
1763	11/18/19	BLACK010 DAVID BLACKMORE & ASSOC, INC.					2125
19-01661	1	materials testing	6,757.38	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		7 1
1764	11/18/19	BOYLECO BOYLE CONSTRUCTION					2125
19-01659	1	october services	24,320.00	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		5 1
1765	11/18/19	DIICOMPU DII COMPUTERS, INC					2125
19-01664	1	twp bldg - data wiring	46,396.00	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		10 1
1766	11/18/19	GILMO020 GILMORE & ASSOCIATES, INC					2125
19-01666	1	twp bldg expansion - engineer	5,252.36	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		12 1
19-01666	2	eagle park - pay requests	360.00	30-506-000-600 Construction - village of Eagle	Expenditure		13 1
19-01666	3	upland farms services	332.52	30-454-004-600 Capital Construction - Upland	Expenditure		14 1
			5,944.88				
1767	11/18/19	HAMMEL HAMMEL ASSOCIATES ARCHITECTS					2125
19-01665	1	september services - architect	4,735.84	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		11 1
1768	11/18/19	MCMAH010 MCMAHON ASSOCIATES, INC.					2125
19-01658	1	september services	11,938.72	30-455-000-651 Phase IV - Park Road Trail	Expenditure		4 1
1769	11/18/19	PECOENER PECO ENERGY COMPANY					2125
19-01667	1	relocate gas lines for twp	341.00	30-409-002-610 Township Building Expansion	Expenditure 2018-2020		15 1
1770	11/18/19	TRAFFPLA TRAFFIC PLANNING & DESIGN					2125
19-01657	1	park road trail - 3	19,926.22	30-455-000-651 Phase IV - Park Road Trail	Expenditure		1 1
19-01657	2	park road trail - 4	11,909.46	30-455-000-651 Phase IV - Park Road Trail	Expenditure		2 1

November 14, 2019
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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #		Item Description						Acct
1770		TRAFFIC PLANNING & DESIGN						
19-01657		3 park road trail - 5	21,250.89	30-455-000-651	Expenditure		3	1
				Phase IV - Park Road Trail				
			53,086.57					
1771	11/18/19	WESCOTT WESCOTT ELECTRIC COMPANY						2125
19-01663		1 payment application #4	73,435.50	30-409-002-610	Expenditure		9	1
				Township Building Expansion 2018-2020				

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	12	0	574,803.13	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	12	0	574,803.13	0.00

November 14, 2019
02:20 PM

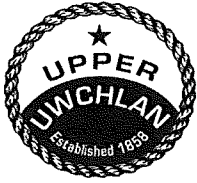
Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SEWFD to SEWFD Range of Check Ids: 138 to 138
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
138	11/18/19	USBANK12 US BANK St. Paul	188,700.00	2120

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	188,700.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	188,700.00	0.00



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: November 18, 2019

Finance has worked on the following items during the month

- Received and processed 79 trash and 1,114 sewer payments (10/12/19 – 11/13/19)
- Completed the 2020 Budget for the November 12 workshop.

Projects and goals

- Revise the Accounting Manual in accordance with current procedures and staffing (*in process*)

Highlights of the October, 2019 financial statements

- The balance sheet remains strong with cash of nearly **\$12.4 million** - of that amount \$6.7 million is not available for the routine operations of the Township as it is reserved for specific purposes, ie. Liquid Fuels and Act 209 for highways, Turf Field for replacement of the Turf Field, Capital Projects for the township building expansion and other projects.
- Year to date revenues (combined) are **\$7,306,053 or 94.3%** of the annual budget. Combined expenses are **\$5,769,873 or 80.6%** of the budget. The combined year to date net income - (General Fund and Solid Waste Fund) is **\$1,536,180** Earned income tax revenue year-to-date is **\$3,243,369 or 88.0%** of the budget.
- As of October 31, we are \$333,000 ahead of where we were at the same time last year for EIT revenue. More importantly, we received **\$464,000** (as of November 11) in November and have exceeded the budget by \$48,000 with six additional payments to be received this year.

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of October 31, 2019

General Fund

Meridian Bank	\$ 4,491,190
Meridian Bank - Payroll	82,080
Fulton Bank	72,147
Fulton Bank - Turf Field	403,554
Petty cash	300
Total General Fund	5,049,271

Certificate of Deposit - 1/2/21 270,120

Total General Fund \$ 5,319,391

Solid Waste Fund

Meridian Bank - Solid Waste	407,171
Fulton Bank - Solid Waste	371,723
Total Solid Waste Funds	778,894

Total Solid Waste Fund 778,894

Liquid Fuels Fund

Fulton Bank	703,965
	703,965

Total Liquid Fuels Fund 703,965

Capital Projects Fund

Fulton Bank	306,783
PSDLAF	90,021
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	4,311,257
	4,708,061

Total Capital Projects Fund 4,708,061

Act 209 Impact Fund

Fulton Bank	685,991
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Total Act 209 Impact Fund 685,991

Water Resource Protection Fund

Fulton Bank	74,365
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Total Water Resource Protection Fund 74,365

Sewer Fund

PSDLAF	84
Fulton Bank	106,545
	106,628

Total Sewer Fund 106,628

Total - Upper Uwchlan Township	\$ 12,377,295
Municipal Authority	\$ 5,989,955
Developer's Escrow Fund	\$ 179,696

Upper Uwchlan Township
Schedule of Investments

As of October 31, 2019

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<u>General Fund</u>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	1/2/2021	1.980%	250,000.00
		19,691.36	Interest accrued			19,691.36
	Accrued interest - YTD	428.55				428.55
		<u>270,119.91</u>				<u>270,119.91</u>
<u>Sewer Fund - General Obligation Bonds (2014 Bonds)</u>						
Sewer Fund	PSDLAF	2,812,792.62	Collateralized CD Pool		0.100%	2,812,792.62
	Redemptions	(2,812,792.62)				(2,812,792.62)
	PSDLAF	83.57	MAX account (MMF)			83.57
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.57</u>				<u>83.57</u>
<u>Capital Fund</u>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,450,000.00)				(1,450,000.00)
	MAX account (MMF)	40,020.91	MAX account (MMF)	-	0.02%	40,020.91
		<u>90,020.91</u>				<u>90,020.91</u>
	Fulton Bank - 2019 Bond Proceeds Used for projects	5,598,691.66 (1,287,434.77) <u>4,311,256.89</u>				5,598,691.66 (1,064,197.47) <u>4,534,494.19</u>
Total Capital Fund		<u>4,401,277.80</u>				<u>4,624,515.10</u>

Upper Uwchlan Township
Accounts Receivable
As of October 31, 2019

Engineering and Legal Receivables - 01-145-000-200 and 300
Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 10/31/2019	Total Amount Due 9/30/2019	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Aurora Custom Builders	1,076.91	1,076.91	-	-	-	1,076.91	-	1,076.91
Joseph Basta	-	-	-	-	-	-	-	-
Byers Station	-	-	-	-	-	-	-	-
Car Sense	-	-	-	-	-	-	-	-
Cutler Group	11,284.52	11,284.52	-	-	-	11,284.52	-	11,284.52
David Dugan	-	-	-	-	-	-	-	-
Eagle Retail Assoc.	-	5,359.81	-	-	-	-	-	-
Fish Eye	954.94	475.00	479.94	-	-	475.00	-	954.94
Gunner	6,290.94	6,290.94	-	6,290.94	-	-	-	6,290.94
Hankin	-	-	-	-	-	-	-	-
Inman	848.74	848.74	-	-	-	-	848.74	848.74
KHOV	3,878.86	3,878.86	-	-	-	-	3,878.86	3,878.86
Pa. Turnpike	832.75	-	832.75	-	-	-	-	832.75
Pamela Macintyre	-	-	-	-	-	-	-	-
Montchanin Development	-	-	-	-	-	-	-	-
Montesano	7,157.94	7,157.94	-	-	-	7,157.94	-	7,157.94
Moser Builders	167.50	167.50	-	-	-	-	167.50	167.50
Orleans/Lennar	4,803.60	4,803.60	-	-	-	-	4,803.60	4,803.60
Struble	34.37	34.37	-	-	-	-	34.37	34.37
Toll Brothers	56,250.85	17,130.13	8,451.83	41,228.15	-	6,570.87	-	56,250.85
Chris Vail	-	-	-	-	-	-	-	-
Balance at October 31, 2019	\$ 93,581.92	\$ 58,508.32	\$ 9,764.52	\$ 47,519.09	\$ -	\$ 26,565.24	\$ 9,733.07	\$ 93,581.92

Upper Uwchlan Township
Accounts Receivable
As of October 31, 2019

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

	Total Amount 10/31/2019	Total Amount 9/30/2019	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Craig Reed	-	-						-
Camp Hill Special School Soccer	-	-						-
CSU Soccer	-	-						-
Daniel Beecham	-	-						-
Downingtown Rugby	-	-						-
East Soccer Academy	-	-						-
Freedom LAX	-	-						-
GEYA -Baseball	-	-						-
GEYA Soccer	-	-						-
Marsh Creek Eagles	-	-						-
Penn Fusion Soccer Academy	-	-						-
St. Elizabeth's CYO Sports	-	-						-
Tad Doyle	1,075.00	1,075.00					1,075.00	1,075.00
Vincent United	-	-						-
Balance at October 31, 2019	\$ 1,075.00	\$ 1,075.00	-	-	-	-	1,075.00	\$ 1,075.00

Upper Uwchlan Township
Accounts Receivable
As of October 31, 2019

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

	Amount 10/31/2019	Amount 9/30/2019	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Cable franchise fees - 3Q	57,000.00	57,000.00	-	57,000.00	-			57,000.00
Chester County cell tower rent	-	-	-	-	-	-	-	-
	-	-	-	-	-	-		-
	-	-	-					-
Balance at October 31, 2019	<u>\$ 57,000.00</u>	<u>\$ 57,000.00</u>	<u>-</u>	<u>57,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>57,000.00</u>

Upper Uwchlan Township
General Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	72,147.34
01-100-000-200	Meridian Bank		4,491,189.57
01-100-000-210	Meridian Bank - Payroll		82,080.43
01-100-000-250	Fulton Bank - Turf Field		403,533.68
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>5,049,251.02</u>

Investments

01-120-000-100	Certificate of Deposit - 1/2/21		270,119.91
			<u>270,119.91</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		77,610.28
01-145-000-021	Engineering Fees Receivable-CU		7,329.96
01-145-000-030	Legal Fees Receivable		7,117.51
01-145-000-040	R/E Taxes Receivable		3,279.74
01-145-000-050	Hydrant Tax Receivable		181.70
01-145-000-080	Field Fees Receivables		1,595.00
01-145-000-085	Turf Field Receivables		(595.00)
01-145-000-086	EIT Receivable		35,763.27
01-145-000-090	RE Transfer Tax Receivable		35,000.00
01-145-000-095	Misc accounts receivable		57,000.00
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		-
	Total Accounts Receivable		<u>224,282.46</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority		98,253.29
01-130-000-003	Due From Liquid Fuels		-
01-130-000-004	Due from ACT 209 Fund		-
01-130-000-005	Due From Capital Fund		863.25
01-130-000-006	Due from Solid Waste Fund		-
01-130-000-007	Due from Water Resource Protection Fund		-
01-130-000-008	Due from the Sewer Fund		-
01-130-000-009	Due from Developer's Escrow Fund		5,000.00
01-131-000-000	Suspense Account		-
	Total Other Current Assets		<u>104,116.54</u>

Prepaid Expense

01-155-000-000	Prepaid expenses		245.00
	Total Prepaid Expense		<u>245.00</u>

Total Assets

5,648,014.93

LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		46,391.81
	Total Accounts Payable		<u>46,391.81</u>

Upper Uwchlan Township
General Fund
Balance Sheet
As of October 31, 2019

Other Current Liabilities

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	2,235.36
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU Pension Plan #2	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	2,475.00
01-219-000-000	LST Tax Withheld	-
01-220-000-000	State Unemployment W/H	353.15
01-221-000-000	Benefit Deduction-Aflac	698.00
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	694.80
01-239-000-003	Due To Liquid Fuels	3,474.08
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	9,230.72
01-239-000-006	Due to Solid Waste Fund	62.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	19,223.11

Total Liabilities	65,614.92
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EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	3,624,338.45
	Current Period Net Income (Loss)	1,145,139.96
	Total Equity	5,582,400.01

Total Fund Balance	5,582,400.01
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Total Liabilities & Fund Balance	5,648,014.93
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Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	959,822.47	984,100.00	(24,277.53)	97.5%
01-301-000-013	Real Estate Tax Refunds	(27,843.75)	(25,000.00)	(2,843.75)	111.4%
01-301-000-030	Delinquent Real Estate Taxes	12,825.36	30,000.00	(17,174.64)	42.8%
01-301-000-071	Hydrant Tax	68,015.81	65,000.00	3,015.81	104.6%
01-310-000-010	Real Estate Transfer Taxes	552,480.55	515,000.00	37,480.55	107.3%
01-310-000-020	Earned Income Taxes	3,283,805.29	3,735,904.00	(452,098.71)	87.9%
01-310-000-021	EIT commissions paid	(40,436.52)	(50,808.00)	10,371.48	79.6%
01-320-000-010	Building Permits	348,568.44	282,000.00	66,568.44	123.6%
01-320-000-020	Use & Occupancy Permit	18,464.00	12,000.00	6,464.00	153.9%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,400.00	2,000.00	(600.00)	70.0%
01-320-000-050	Refinance Certification Fees	3,190.00	3,000.00	190.00	106.3%
01-321-000-080	Cable TV Franchise Fees	171,445.43	250,000.00	(78,554.57)	68.6%
01-331-000-010	Vehicle Codes Violation	37,471.28	50,000.00	(12,528.72)	74.9%
01-331-000-011	Reports/Fingerprints	1,760.50	2,000.00	(239.50)	88.0%
01-331-000-012	Solicitation Permits	710.00	500.00	210.00	142.0%
01-331-000-050	Reimbursable Police Wages	10,313.55	3,000.00	7,313.55	343.8%
01-341-000-001	Interest Earnings	57,403.61	30,000.00	27,403.61	191.3%
01-342-000-001	Rental Property Income	20,000.00	24,000.00	(4,000.00)	83.3%
01-354-000-010	County Grants	-	15,000.00	(15,000.00)	0.0%
01-354-000-020	State Grants	-	1,808.00	(1,808.00)	0.0%
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	600.00	600.00	-	100.0%
01-355-000-005	State Aid, Police Pension	122,891.98	85,000.00	37,891.98	144.6%
01-355-000-006	State Aid, Non-Uniform Pension	87,048.48	55,000.00	32,048.48	158.3%
01-355-000-007	Foreign Fire Insurance Tax	94,163.87	112,000.00	(17,836.13)	84.1%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	10,050.00	6,000.00	4,050.00	167.5%
01-361-000-032	Fees from Engineering	63,224.92	100,000.00	(36,775.08)	63.2%
01-361-000-033	Admin Fees from Engineering	560.66	4,000.00	(3,439.34)	14.0%
01-361-000-035	Admin Fees from Legal	-	1,000.00	(1,000.00)	0.0%
01-361-000-036	Legal Services Fees	2,832.26	6,000.00	(3,167.74)	47.2%
01-361-000-038	Sale of Maps & Books	130.00	250.00	(120.00)	52.0%
01-361-000-039	Fire Inspection Fees	-	-	-	#DIV/0!
01-361-000-040	Fees from Engineering - CU	16,321.43	20,000.00	(3,678.57)	81.6%
01-361-000-042	Copies	0.25	100.00	(99.75)	0.3%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	-	500.00	(500.00)	0.0%
01-367-000-010	Recreation Donations	-	-	-	#DIV/0!
01-367-000-014	Pavillion Rental	135.00	500.00	(365.00)	27.0%
01-367-000-020	Tennis Fees	-	-	-	#DIV/0!
01-367-000-021	Field Programs	14,005.00	30,000.00	(15,995.00)	46.7%
01-367-000-025	Turf Field Fees	13,590.00	45,000.00	(31,410.00)	30.2%
01-367-000-030	Community Events Donations	14,820.00	10,000.00	4,820.00	148.2%
01-367-000-040	History Book Revenue	75.00	200.00	(125.00)	37.5%
01-367-000-045	Upland Farms Barn Rental Fees	375.00	5,000.00	(4,625.00)	7.5%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	29,808.38	5,000.00	24,808.38	596.2%
01-380-000-010	Insurance Reimbursement	3,656.50	3,000.00	656.50	121.9%
01-392-000-008	Municipal Authority Reimbursement	228,722.68	265,446.00	(36,723.32)	86.2%
01-392-000-020	Transfer from Capital Fund	-	-	-	#DIV/0!
01-392-000-030	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
01-395-000-000	Refund of Prior Year Expenses	-	-	-	#DIV/0!
Total Revenue		6,182,407.43	6,690,200.00	(507,792.57)	92.4%

Upper Uwchlan Township
General Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	72,147.34
01-100-000-200	Meridian Bank		4,491,189.57
01-100-000-210	Meridian Bank - Payroll		82,080.43
01-100-000-250	Fulton Bank - Turf Field		403,533.68
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>5,049,251.02</u>

Investments			
01-120-000-100	Certificate of Deposit - 1/2/21		270,119.91
			<u>270,119.91</u>

Accounts Receivable			
01-145-000-020	Engineering Fees Receivable		77,610.28
01-145-000-021	Engineering Fees Receivable-CU		7,329.96
01-145-000-030	Legal Fees Receivable		7,117.51
01-145-000-040	R/E Taxes Receivable		3,279.74
01-145-000-050	Hydrant Tax Receivable		181.70
01-145-000-080	Field Fees Receivables		1,595.00
01-145-000-085	Turf Field Receivables		(595.00)
01-145-000-086	EIT Receivable		35,763.27
01-145-000-090	RE Transfer Tax Receivable		35,000.00
01-145-000-095	Misc accounts receivable		57,000.00
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		-
	Total Accounts Receivable		<u>224,282.46</u>

Other Current Assets			
01-130-000-001	Due From Municipal Authority		98,253.29
01-130-000-003	Due From Liquid Fuels		-
01-130-000-004	Due from ACT 209 Fund		-
01-130-000-005	Due From Capital Fund		863.25
01-130-000-006	Due from Solid Waste Fund		-
01-130-000-007	Due from Water Resource Protection Fund		-
01-130-000-008	Due from the Sewer Fund		-
01-130-000-009	Due from Developer's Escrow Fund		5,000.00
01-131-000-000	Suspense Account		-
	Total Other Current Assets		<u>104,116.54</u>

Prepaid Expense			
01-155-000-000	Prepaid expenses		245.00
	Total Prepaid Expense		<u>245.00</u>

Total Assets	5,648,014.93
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LIABILITIES AND FUND BALANCE

Accounts Payable			
01-200-000-000	Accounts Payable		-
01-252-000-001	Deferred Revenues		46,391.81
	Total Accounts Payable		<u>46,391.81</u>

Upper Uwchlan Township
General Fund
Balance Sheet
As of October 31, 2019

Other Current Liabilities		
01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	2,235.36
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU Pension Plan #2	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	2,475.00
01-219-000-000	LST Tax Withheld	-
01-220-000-000	State Unemployment W/H	353.15
01-221-000-000	Benefit Deduction-Aflac	698.00
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	694.80
01-239-000-003	Due To Liquid Fuels	3,474.08
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	9,230.72
01-239-000-006	Due to Solid Waste Fund	62.00
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	19,223.11
Total Liabilities		65,614.92
EQUITY		
01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	3,624,338.45
	Current Period Net Income (Loss)	1,145,139.96
	Total Equity	5,582,400.01
Total Fund Balance		5,582,400.01
Total Liabilities & Fund Balance		5,648,014.93

Upper Uwchlan Township
General Fund
Balance Sheet
As of October 31, 2019

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	2,500.00	2,500.00	-	100.0%
01-400-000-150	Payroll Tax Expense	191.25	191.00	0.25	100.1%
01-400-000-320	Telephone	1,285.68	2,000.00	(714.32)	64.3%
01-400-000-340	Public Relations	252.88	6,500.00	(6,247.12)	3.9%
01-400-000-341	Advertising	6,784.29	7,500.00	(715.71)	90.5%
01-400-000-342	Printing	6,165.93	5,000.00	1,165.93	123.3%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,831.00	4,200.00	(1,369.00)	67.4%
01-400-000-352	Insurance-Liability	18,649.36	18,650.00	(0.64)	100.0%
01-400-000-420	Dues/Subscriptions/Memberships	4,703.00	4,000.00	703.00	117.6%
01-400-000-460	Meeting & Conferences	1,050.00	6,000.00	(4,950.00)	17.5%
01-400-000-461	Bank Fees	9,240.95	9,000.00	240.95	102.7%
01-400-000-463	Misc expenses	(1,050.41)	2,000.00	(3,050.41)	-52.5%
01-400-000-464	Wallace Twp. Tax Agreement	4,745.43	3,800.00	945.43	124.9%
		57,349.36	73,341.00	(15,991.64)	78.2%
EXECUTIVE					
01-401-000-100	Administration Wages	392,690.57	475,639.00	(82,948.43)	82.6%
01-401-000-150	Payroll Tax Expense	30,685.17	36,386.00	(5,700.83)	84.3%
01-401-000-151	PSATS Unemployment Compensation	480.00	504.00	(24.00)	95.2%
01-401-000-156	Employee Benefit Expense	76,459.88	99,030.00	(22,570.12)	77.2%
01-401-000-157	ACA Fees	193.55	225.00	(31.45)	86.0%
01-401-000-160	Non-Uniform Pension	40,455.83	40,677.00	(221.17)	99.5%
01-401-000-174	Tuition Reimbursements	1,114.68	6,300.00	(5,185.32)	17.7%
01-401-000-181	Longevity Pay	3,450.00	6,150.00	(2,700.00)	56.1%
01-401-000-183	Overtime Wages	7,404.98	5,000.00	2,404.98	148.1%
01-401-000-200	Supplies	10,302.55	15,000.00	(4,697.45)	68.7%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	2,537.53	4,500.00	(1,962.47)	56.4%
01-401-000-230	Gasoline & Oil	2,066.63	2,200.00	(133.37)	93.9%
01-401-000-235	Vehicle Maintenance	108.74	1,000.00	(891.26)	10.9%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	6,581.56	10,000.00	(3,418.44)	65.8%
01-401-000-317	Parking/Travel	1,675.72	1,200.00	475.72	139.6%
01-401-000-322	Ipad Expenses	155.14	600.00	(444.86)	25.9%
01-401-000-352	Insurance - Liability	423.48	424.00	(0.52)	99.9%
01-401-000-353	Insurance-Vehicle	349.28	349.00	0.28	100.1%
01-401-000-354	Insurance-Workers Compensation	1,747.04	1,736.00	11.04	100.6%
01-401-000-420	Dues/Subscriptions/Memberships	4,761.27	6,100.00	(1,338.73)	78.1%
01-401-000-450	Contracted Services	15,701.61	7,410.00	8,291.61	211.9%
		599,345.21	722,630.00	(123,284.79)	82.9%
AUDIT					
01-402-000-450	Contracted Services	28,600.00	27,300.00	1,300.00	104.8%
		28,600.00	27,300.00	1,300.00	104.8%
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	5,880.00	7,371.00	(1,491.00)	79.8%
01-403-000-150	Payroll Tax Expense	449.90	564.00	(114.10)	79.8%
01-403-000-200	Supplies	242.77	500.00	(257.23)	48.6%
01-403-000-215	Postage	1,740.84	2,000.00	(259.16)	87.0%
01-403-000-350	Insurance-Bonding	525.00	600.00	(75.00)	87.5%
01-403-000-450	Contracted Services	2,796.48	3,000.00	(203.52)	93.2%
		11,634.99	14,035.00	(2,400.01)	82.9%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	2,033.75	500.00	1,533.75	406.8%
01-404-000-310	Reimbursable Legal Fees	2,243.25	9,500.00	(7,256.75)	23.6%
01-404-000-311	Non Reimbursable Legal	29,318.63	30,000.00	(681.37)	97.7%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		33,595.63	45,000.00	(11,404.37)	74.7%
COMPUTER					
01-407-000-200	Supplies	89.08	2,000.00	(1,910.92)	4.5%
01-407-000-220	Software	55,313.47	8,000.00	47,313.47	691.4%
01-407-000-222	Hardware	1,460.96	7,000.00	(5,539.04)	20.9%
01-407-000-240	Web Page	5,495.59	7,300.00	(1,804.41)	75.3%
01-407-000-450	Contracted Services	27,216.30	67,770.00	(40,553.70)	40.2%
		89,575.40	92,070.00	(2,494.60)	97.3%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	43,457.32	25,000.00	18,457.32	173.8%
01-408-000-310	Reimbursable Engineering	7,011.50	75,000.00	(67,988.50)	9.3%
01-408-000-311	Traffic Engineering	4,782.50	25,000.00	(20,217.50)	19.1%
01-408-000-313	Non Reimbursable Engineering	8,758.39	30,000.00	(21,241.61)	29.2%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	10,100.46	10,000.00	100.46	101.0%
01-408-000-368	MS4 Expenses	-	-	-	#DIV/0!
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	-	-	-	#DIV/0!
		74,110.17	169,500.00	(95,389.83)	43.7%
TOWNSHIP PROPERTIES					
<u>Public Works Building</u>					
01-409-001-200	Supplies	563.89	1,000.00	(436.11)	56.4%
01-409-001-231	Propane & heating - PW bldg	14,223.36	15,000.00	(776.64)	94.8%
01-409-001-250	Maint & Repair	18,463.15	12,950.00	5,513.15	142.6%
01-409-001-320	Telephone	3,724.01	4,000.00	(275.99)	93.1%
01-409-001-351	Insurance - property	9,459.72	9,460.00	(0.28)	100.0%
01-409-001-360	Utilities	6,240.35	8,000.00	(1,759.65)	78.0%
01-409-001-450	Contracted Services	1,823.94	5,000.00	(3,176.06)	36.5%
<u>Township Building</u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	577.79	2,000.00	(1,422.21)	28.9%
01-409-003-231	Propane & Heating Oil	395.06	5,000.00	(4,604.94)	7.9%
01-409-003-250	Maintenance & Repairs	481.15	8,000.00	(7,518.85)	6.0%
01-409-003-320	Telephone	5,121.09	7,000.00	(1,878.91)	73.2%
01-409-003-351	Insurance Property	11,036.32	11,036.00	0.32	100.0%
01-409-003-360	Utilities	11,584.86	15,000.00	(3,415.14)	77.2%
01-409-003-380	Rent	63,848.00	55,000.00	8,848.00	116.1%
01-409-003-385	Relocation Costs	27,593.70	-	27,593.70	#DIV/0!
01-409-003-450	Contracted Services	6,696.71	25,000.00	(18,303.29)	26.8%
<u>Milford Road</u>					
01-409-004-200	Supplies	392.03	500.00	(107.97)	78.4%
01-409-004-231	Propane	2,241.02	2,000.00	241.02	112.1%
01-409-004-250	Maintenance & Repairs	988.51	3,000.00	(2,011.49)	33.0%
01-409-004-320	Telephone	5,365.73	3,000.00	2,365.73	178.9%
01-409-004-351	Insurance - property	1,576.60	1,577.00	(0.40)	100.0%
01-409-004-360	Utilities	2,106.94	4,000.00	(1,893.06)	52.7%
01-409-004-450	Contracted Services	228.00	21,100.00	(20,872.00)	1.1%
01-409-005-200	Police relocated - supplies	40,643.36	-	40,643.36	#DIV/0!
		235,375.29	218,623.00	16,752.29	107.7%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
POLICE EXPENSES					
01-410-000-100	Police Wages	1,009,866.20	1,236,990.00	(227,123.80)	81.6%
01-410-000-150	Payroll Tax Expense	81,724.39	93,953.00	(12,228.61)	87.0%
01-410-000-151	PSATS Unemployment Compensation	1,039.99	1,040.00	(0.01)	100.0%
01-410-000-156	Employee Benefit Expense	278,426.47	329,526.00	(51,099.53)	84.5%
01-410-000-158	Medical Expense Reimbursements	6,751.81	9,000.00	(2,248.19)	75.0%
01-410-000-160	Pension Expense	230,103.58	228,232.00	1,871.58	100.8%
01-410-000-174	Tuition Reimbursment	2,543.00	12,000.00	(9,457.00)	21.2%
01-410-000-181	Longevity Pay	15,800.00	19,800.00	(4,000.00)	79.8%
01-410-000-182	Education incentive	3,750.00	3,000.00	750.00	125.0%
01-410-000-183	Overtime Wages	39,921.70	46,000.00	(6,078.30)	86.8%
01-410-000-187	Courttime Wages	4,949.82	12,000.00	(7,050.18)	41.2%
01-410-000-191	Uniform/Boot Allowances	11,600.00	11,950.00	(350.00)	97.1%
01-410-000-200	Supplies	5,496.36	14,000.00	(8,503.64)	39.3%
01-410-000-215	Postage	999.01	750.00	249.01	133.2%
01-410-000-230	Gasoline & Oil	25,760.90	30,000.00	(4,239.10)	85.9%
01-410-000-235	Vehicle Maintenance	16,565.98	30,000.00	(13,434.02)	55.2%
01-410-000-238	Clothing/Uniforms	1,718.62	5,000.00	(3,281.38)	34.4%
01-410-000-250	Maintenance & Repairs	114.76	2,500.00	(2,385.24)	4.6%
01-410-000-260	Small Tools & Equipment	4,130.46	9,000.00	(4,869.54)	45.9%
01-410-000-311	Non-Reimburseable-Legal	-	3,000.00	(3,000.00)	0.0%
01-410-000-316	Training/Seminar	4,985.59	16,000.00	(11,014.41)	31.2%
01-410-000-317	Parking & travel	962.59	500.00	462.59	192.5%
01-410-000-320	Telephone	3,493.92	8,000.00	(4,506.08)	43.7%
01-410-000-322	Ipad Expense	125.08	600.00	(474.92)	20.8%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	8,098.99	12,000.00	(3,901.01)	67.5%
01-410-000-342	Police Accreditation	3,348.04	13,500.00	(10,151.96)	24.8%
01-410-000-352	Insurance - Liability	14,549.80	14,550.00	(0.20)	100.0%
01-410-000-353	Insurance - Vehicles	2,428.96	2,429.00	(0.04)	100.0%
01-410-000-354	Insurance - Workers Compensation	37,852.12	37,619.00	233.12	100.6%
01-410-000-420	Dues/Subscriptions/Memberships	1,102.70	1,000.00	102.70	110.3%
01-410-000-450	Contracted Services	14,259.60	17,200.00	(2,940.40)	82.9%
01-410-000-740	Computer/Furniture	72.04	5,000.00	(4,927.96)	1.4%
		<u>1,832,542.48</u>	<u>2,227,139.00</u>	<u>(394,596.52)</u>	<u>82.3%</u>
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	10,657.52	23,000.00	(12,342.48)	46.3%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	57,054.99	60,000.00	(2,945.01)	95.1%
01-411-001-001	Ludwigs	74,160.00	74,160.00	-	100.0%
01-411-001-002	Lionville	76,796.08	74,282.00	2,514.08	103.4%
01-411-001-003	Lionville Capital	-	-	-	#DIV/0!
01-411-001-004	Glenmoore	8,549.00	8,549.00	-	100.0%
01-411-001-005	E. Brandywine	13,608.00	13,608.00	-	100.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	94,163.87	112,000.00	(17,836.13)	84.1%
		<u>334,989.46</u>	<u>368,099.00</u>	<u>(33,109.54)</u>	<u>91.0%</u>

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	27,038.00	27,038.00	-	100.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		27,038.00	27,038.00	-	100.0%
CODES ADMINISTRATION					
01-413-000-100	Code Administrator Wages	190,604.83	243,098.00	(52,493.17)	78.4%
01-413-000-150	Payroll Tax Expenses	15,077.39	18,597.00	(3,519.61)	81.1%
01-413-000-151	PSATS Unemployment Compensation	246.66	240.00	6.66	102.8%
01-413-000-156	Employee Benefit Expense	62,059.24	73,835.00	(11,775.76)	84.1%
01-413-000-160	Pension	23,468.12	23,468.00	0.12	100.0%
01-413-000-181	Longevity Pay	7,200.00	7,200.00	-	100.0%
01-413-000-200	Supplies	1,304.95	2,000.00	(695.05)	65.2%
01-413-000-230	Gasoline & Oil	2,003.08	3,800.00	(1,796.92)	52.7%
01-413-000-235	Vehicle Maintenance	1,379.49	1,500.00	(120.51)	92.0%
01-413-000-316	Training/Seminar	155.00	3,000.00	(2,845.00)	5.2%
01-413-000-317	Parking/Travel	96.60	1,000.00	(903.40)	9.7%
01-413-000-320	Telephone	1,278.75	2,000.00	(721.25)	63.9%
01-413-000-322	Ipad Expense	144.63	600.00	(455.37)	24.1%
01-413-000-352	Insurance - Liability	423.48	424.00	(0.52)	99.9%
01-413-000-353	Insurance - Vehicle	349.28	349.00	0.28	100.1%
01-413-000-354	Insurance - Workers Compensation	1,747.04	1,736.00	11.04	100.6%
01-413-000-420	Dues/Subscriptions/Memberships	220.00	5,000.00	(4,780.00)	4.4%
01-413-000-450	Contracted Services	9,003.54	30,000.00	(20,996.46)	30.0%
01-413-000-460	Meetings & Conferences	-	-	-	#DIV/0!
		316,762.08	417,847.00	(101,084.92)	75.8%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	467.03	500.00	(32.97)	93.4%
01-414-001-301	Court Reporter	187.00	1,500.00	(1,313.00)	12.5%
01-414-001-315	Legal Fees	-	3,000.00	(3,000.00)	0.0%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	7,426.25	30,000.00	(22,573.75)	24.8%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	-	500.00	(500.00)	0.0%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		8,080.28	38,500.00	(30,419.72)	21.0%
VILLAGE CONCEPT					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
ZONING					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	187.50	2,000.00	(1,812.50)	9.4%
01-414-003-315	Legal Fees	-	6,000.00	(6,000.00)	0.0%
01-414-003-450	Contracted Services	996.18	1,000.00	(3.82)	99.6%
		1,183.68	9,800.00	(8,616.32)	12.1%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	570.67	2,000.00	(1,429.33)	28.5%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	390.00	1,200.00	(810.00)	32.5%
01-415-000-317	Parking/Travel	684.32	400.00	284.32	171.1%
01-415-000-320	Telephone	871.94	1,200.00	(328.06)	72.7%
01-415-000-330	Other Services/Charges	-	500.00	(500.00)	0.0%
01-415-000-420	Dues/subscriptions/memberships	-	50.00	(50.00)	0.0%
01-415-000-450	Contracted Services	397.50	500.00	(102.50)	79.5%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		2,914.43	7,850.00	(4,935.57)	37.1%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	2,108.93	4,371.00	(2,262.07)	48.2%
01-422-000-601	Contributions - DARC	20,943.00	20,943.00	-	100.0%
01-422-000-603	Downingtown Senior Center	2,000.00	2,000.00	-	100.0%
		25,051.93	27,314.00	(2,262.07)	91.7%
SIGNS					
01-433-000-200	Supplies	4,739.70	5,000.00	(260.30)	94.8%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		4,739.70	6,000.00	(1,260.30)	79.0%
SIGNALS					
01-434-000-450	Contracted Services	55,759.58	26,632.00	29,127.58	209.4%
		55,759.58	26,632.00	29,127.58	209.4%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	318,850.97	393,594.00	(74,743.03)	81.0%
01-438-000-150	Payroll Tax Expense	25,687.07	30,110.00	(4,422.93)	85.3%
01-438-000-151	PSATS Unemployment Compensation	547.65	560.00	(12.35)	97.8%
01-438-000-156	Employee Benefit Expense	122,714.56	150,538.00	(27,823.44)	81.5%
01-438-000-160	Pension	33,483.22	33,556.00	(72.78)	99.8%
01-438-000-181	Longevity	4,050.00	6,150.00	(2,100.00)	65.9%
01-438-000-183	Overtime Wages	14,019.08	24,000.00	(9,980.92)	58.4%
01-438-000-200	Supplies	30,753.95	49,600.00	(18,846.05)	62.0%
01-438-000-205	Meals & Meal Allowances	198.32	500.00	(301.68)	39.7%
01-438-000-230	Gasoline & Oil	19,079.56	29,200.00	(10,120.44)	65.3%
01-438-000-235	Vehicle Maintenance	12,791.71	14,050.00	(1,258.29)	91.0%
01-438-000-238	Uniforms	3,931.96	3,050.00	881.96	128.9%
01-438-000-245	Highway Supplies	6,344.87	9,900.00	(3,555.13)	64.1%
01-438-000-260	Small Tools & Equipment	3,457.19	12,400.00	(8,942.81)	27.9%
01-438-000-316	Training/Seminar	1,384.21	6,075.00	(4,690.79)	22.8%
01-438-000-317	Parking & travel	478.35	600.00	(121.65)	79.7%
01-438-000-320	Telephone	2,519.30	3,000.00	(480.70)	84.0%
01-438-000-322	Ipad Expense	1,577.13	1,200.00	377.13	131.4%
01-438-000-341	Advertising	622.92	-	622.92	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	1,764.36	1,764.00	0.36	100.0%
01-438-000-353	Vehicle Insurance	1,397.12	1,397.00	0.12	100.0%
01-438-000-354	Insurance - Workers Compensation	8,735.12	8,884.00	(148.88)	98.3%
01-438-000-360	Heating Oil	-	-	-	#DIV/0!
01-438-000-420	Dues and Subscriptions	685.00	400.00	285.00	171.3%
01-438-000-450	Contracted Services	34,474.84	52,730.00	(18,255.16)	65.4%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	244,222.00	244,222.00	-	100.0%
		893,770.46	1,082,480.00	(188,709.54)	82.6%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
<u>Public Works - Facilities Division</u>					
01-438-001-100	Wages	160,069.42	221,770.00	(61,700.58)	72.2%
01-438-001-101	Employee Costs Allocated	(145,889.74)	(207,991.00)	62,101.26	70.1%
01-438-001-150	Payroll Tax Expense	12,992.39	16,965.00	(3,972.61)	76.6%
01-438-001-151	PSATS Unemployment Compensation	553.17	560.00	(6.83)	98.8%
01-438-001-156	Employee Benefit Expense	57,747.76	70,955.00	(13,207.24)	81.4%
01-438-001-160	Pension Expense	12,405.67	10,711.00	1,694.67	115.8%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	1,800.00	1,800.00	-	100.0%
01-438-001-183	Overtime Wages	8,211.33	8,000.00	211.33	102.6%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	15,118.43	8,000.00	7,118.43	189.0%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	276.96	950.00	(673.04)	29.2%
01-438-001-316	Training & Seminars	-	2,000.00	(2,000.00)	0.0%
01-438-001-352	Insurance - Liability	1,764.36	1,764.00	0.36	100.0%
01-438-001-353	Insurance - Vehicles	1,397.16	1,397.00	0.16	100.0%
01-438-001-354	Insurance - Workers Compensation	5,241.08	5,006.00	235.08	104.7%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		131,687.99	148,387.00	(16,699.01)	88.7%
ROAD CONSTRUCTION					
01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
PARK & RECREATION					
<u>Parks - General</u>					
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	145,889.74	207,991.00	(62,101.26)	70.1%
01-454-001-200	Supplies	13,513.11	10,000.00	3,513.11	135.1%
01-454-001-201	Park & Rec Special Events	3,063.69	6,000.00	(2,936.31)	51.1%
01-454-001-202	Community Day	23,625.32	28,000.00	(4,374.68)	84.4%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	2,902.40	6,000.00	(3,097.60)	48.4%
01-454-001-250	Maintenance & Repairs	1,110.11	500.00	610.11	222.0%
01-454-001-260	Small Tools & Equipment	479.33	2,700.00	(2,220.67)	17.8%
01-454-001-316	Training/Seminars	-	5,000.00	(5,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	2,911.60	2,894.00	17.60	100.6%
01-454-001-420	Dues/Subscriptions/Memberships	30.00	-	30.00	#DIV/0!
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	-	500.00	(500.00)	0.0%
		193,525.30	275,585.00	(82,059.70)	70.2%
HICKORY PARK					
01-454-002-200	Supplies-Hickory	3,263.03	3,000.00	263.03	108.8%
01-454-002-231	Propane	1,930.70	2,000.00	(69.30)	96.5%
01-454-002-250	Maintenance & Repairs	2,729.32	7,000.00	(4,270.68)	39.0%
01-454-002-351	Insurance-Property	3,153.24	3,153.00	0.24	100.0%
01-454-002-360	Utilities	3,574.67	5,000.00	(1,425.33)	71.5%
01-454-002-450	Contracted Services	23,422.34	20,000.00	3,422.34	117.1%
		38,073.30	40,153.00	(2,079.70)	94.8%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	2,260.69	3,000.00	(739.31)	75.4%
01-454-003-250	Maintenance & Repairs	1,187.32	10,000.00	(8,812.68)	11.9%
01-454-003-312	Engineering Fees	-	2,000.00	(2,000.00)	0.0%
01-454-003-320	Telephone	1,249.90	2,500.00	(1,250.10)	50.0%
01-454-003-351	Insurance Property	3,153.24	3,153.00	0.24	100.0%
01-454-003-360	Utilities	6,369.81	12,000.00	(5,630.19)	53.1%
01-454-003-450	Contracted Services	8,569.90	16,000.00	(7,430.10)	53.6%
		<u>22,790.86</u>	<u>48,653.00</u>	<u>(25,862.14)</u>	<u>46.8%</u>
LARKINS FIELD					
01-454-004-200	Supplies-Larkins	-	1,000.00	(1,000.00)	0.0%
01-454-004-250	Maintenance & Repair	-	5,000.00	(5,000.00)	0.0%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	665.00	3,000.00	(2,335.00)	22.2%
		<u>665.00</u>	<u>9,000.00</u>	<u>(8,335.00)</u>	<u>7.4%</u>
UPLAND FARMS					
01-454-005-200	Supplies	646.52	5,000.00	(4,353.48)	12.9%
01-454-005-231	Propane & Heating Oil	3,773.06	4,500.00	(726.94)	83.8%
01-454-005-250	Repairs & Maintenance	4,355.00	50,000.00	(45,645.00)	8.7%
01-454-005-351	Insurance - Building	3,153.24	3,153.00	0.24	100.0%
01-454-005-360	Utilities	3,195.14	4,000.00	(804.86)	79.9%
01-454-005-450	Contracted Services	2,837.80	5,000.00	(2,162.20)	56.8%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		<u>17,960.76</u>	<u>71,653.00</u>	<u>(53,692.24)</u>	<u>25.1%</u>
	Total Parks and Recreation	273,015.22	445,044.00	(172,028.78)	61.3%
LIBRARY					
01-456-000-530	Contributions	-	5,000.00	(5,000.00)	0.0%
		<u>-</u>	<u>5,000.00</u>	<u>(5,000.00)</u>	<u>0.0%</u>
HISTORICAL COMMISSIONS					
01-459-000-200	Supplies	146.13	1,000.00	(853.87)	14.6%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	-	500.00	(500.00)	0.0%
		<u>146.13</u>	<u>2,500.00</u>	<u>(2,353.87)</u>	<u>5.8%</u>
	Total Expenditures Before Operating Transfers	5,037,267.47	6,203,129.00	(1,165,861.53)	81.2%
	Excess of Revenues over Expenses Before Operating Transfers	1,145,139.96	487,071.00	658,068.96	235.1%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019**

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
OPERATING TRANSFERS					
01-492-000-030	Transfer to Capital Projects Fund	-	150,000.00	(150,000.00)	0.0%
01-492-000-031	Transfer to Solid Waste Fund	-	-	-	#DIV/0!
01-492-000-033	Transfer to Developer's Escrow Fund	-	-	-	#DIV/0!
01-492-000-034	Transfer to Act 209 Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Municipal Authority	-	-	-	#DIV/0!
01-492-000-036	Transfer to Water Resource Protection Fund	-	330,000.00	(330,000.00)	0.0%
		-	480,000.00	(480,000.00)	0.0%
	Total Expenditures after Operating Transfers	5,037,267.47	6,683,129.00	(1,645,861.53)	75.4%
EXCESS OF REVENUES OVER EXPENSES		1,145,139.96	7,071.00	1,138,068.96	16194.9%

Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash			
04-100-000-000	Cash - Fulton Bank	\$	703,964.57
	Total Cash		<u>703,964.57</u>

Other Current Assets			
04-130-000-001	Due from General Fund		-
04-130-000-002	Due from Capital Fund		-
	Other Assets		<u>-</u>
	Total Other Current Assets		-

Total Assets	\$	703,964.57
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LIABILITIES AND FUND BALANCE

Accounts Payable			
04-200-000-000	Accounts Payable		-
04-258-000-000	Accrued Expenses		<u>-</u>
	Total Accounts Payable		-

Other Current Liabilities			
	Other Liabilities		
04-230-000-010	Due To General Fund		-
	Due To Capital Fund		<u>-</u>
	Total Other Current Liabilities		-

Total Liabilities		-
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Equity			
04-272-000-001	Opening Balance Equity		192,790.66
04-272-000-002	Retained Earnings		247,285.01
04-272-000-003	Transfer from Other Funds		-
	Unrestricted Net Assets		-
	Current Period Net Income (Loss)		<u>263,888.90</u>
	Total Equity		703,964.57

Total Fund Balance	\$	703,964.57
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Total Liabilities & Fund Balance	\$	703,964.57
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Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 13,375.40	\$ 3,500.00	9,875.40	382%
04-355-000-002	Motor Fuel Vehicle Taxes	412,753.19	398,817.00	13,936.19	103%
04-389-000-001	Winter Snow Agreement	-	475.00	(475.00)	0%
04-389-000-002	Turnback Maintenance	14,520.00	14,760.00	(240.00)	98%
	Total Revenues	\$ 440,648.59	\$ 417,552.00	\$ 23,096.59	584%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	40,849.55	75,000.00	(34,150.45)	54%
04-432-000-250	Vehicle Maintenance & Repair	-	4,000.00	(4,000.00)	0%
04-432-000-450	Snow & Ice Contracted Services	-	45,000.00	(45,000.00)	0%
	Total Snow	40,849.55	124,000.00	(83,150.45)	54%
Road Projects					
04-438-000-239	Road Project Supplies	6,642.33	6,000.00	642.33	111%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	6,642.33	6,000.00	642.33	#DIV/0!
Highway Construction					
04-439-001-250	Resurfacing	129,267.81	224,000.00	(94,732.19)	58%
04-439-002-250	Base Repairs - Pa. Drive	-	-	-	#DIV/0!
	Total Highway Construction	129,267.81	224,000.00	(94,732.19)	#DIV/0!
	Total Expenditures	\$ 176,759.69	\$ 354,000.00	\$ (177,240.31)	50%
	Excess of Revenues over Expenditures	\$ 263,888.90	\$ 63,552.00	\$ 200,336.90	415%

Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash			
05-100-000-010	Meridian Bank	\$	407,170.92
05-100-000-030	Cash - Fulton Bank		371,723.21
	Total Cash		<u>778,894.13</u>
Accounts Receivable			
05-130-000-045	WIPP Receivable from MA		4,541.68
05-145-000-010	Solid Waste Receivable		164,943.50
05-145-000-095	Misc. Receivable		-
			<u>169,485.18</u>
Other Current Assets			
05-130-000-010	Due from General Fund		2.00
05-130-000-020	Due from Capital Fund		-
05-130-000-050	Due from Municipal Authority		2,960.32
05-155-000-010	Prepaid Attorney Fees		-
	Other Assets		-
	Total Other Current Assets		<u>2,962.32</u>
Total Assets		\$	951,341.63

LIABILITIES AND FUND BALANCE

Accounts Payable			
05-200-000-020	Accounts Payable		-
05-258-000-000	Accrued Expenses		-
	Total Accounts Payable		<u>-</u>
Other Current Liabilities			
05-239-000-010	Due To General Fund		-
05-239-000-020	Due To Capital Fund		-
05-239-000-030	Due to Liquid Fuels Fund		-
05-239-000-040	Due to Act 209 Fund		-
05-239-000-050	Due to Municipal Authority		3,457.58
05-252-000-010	Deferred Revenues		142,422.59
	Total Other Current Liabilities		<u>145,880.17</u>
Total Liabilities			145,880.17
Equity			
05-272-000-001	Opening Balance Equity		984,603.98
05-272-000-004	Unrestricted Net Assets		(570,183.03)
	Current Period Net Income (Loss)		391,040.51
	Total Equity		<u>805,461.46</u>
Total Fund Balance		\$	805,461.46
Total Liabilities & Fund Balance		\$	951,341.63

Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 9,582.11	\$ 10,000.00	(417.89)	96%
05-364-000-010	Solid Waste Income	1,022,850.46	1,025,124.00	(2,273.54)	100%
05-364-000-015	Resident Refunds	-	-	-	#DIV/0!
05-364-000-020	Recycling Income	-	-	-	#DIV/0!
05-364-000-025	Hazardous Waste Event	1,271.52	-	1,271.52	#DIV/0!
05-364-000-030	Leaf Bags Sold	152.50	500.00	(347.50)	31%
05-364-000-035	Scrap Metal Sold	-	500.00	(500.00)	0%
	Equipment Purchase Grant (Pa.)	-	-	-	#DIV/0!
05-364-000-040	Performance Grant	89,789.00	25,000.00	64,789.00	359%
05-380-000-000	Misc Income	-	-	-	#DIV/0!
	Total Revenues	\$ 1,123,645.59	\$ 1,061,124.00	\$ 62,521.59	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-150	Bank Fees	-	200.00	(200.00)	0%
05-427-000-200	Supplies	2,746.30	2,000.00	746.30	137%
05-427-000-210	Print and Mail Services	2,666.75	2,000.00	666.75	133%
05-427-000-220	Postage	2,785.43	2,500.00	285.43	111%
05-427-000-230	Toters	16,721.00	12,000.00	4,721.00	139%
05-427-000-314	Legal Fees	2,407.10	9,000.00	(6,592.90)	27%
05-427-000-316	Training & Seminars	-	500.00	(500.00)	0%
05-427-000-420	Dues/Subscriptions/Memberships	-	125.00	(125.00)	0%
05-427-000-450	Contracted Services	468,602.84	657,863.00	(189,260.16)	71%
05-427-000-460	Contracted Services - Recycling	30,285.08	-	30,285.08	#DIV/0!
05-427-000-700	Tipping Fees	176,464.84	234,090.00	(57,625.16)	75%
05-427-000-725	Tipping Fees - Recycling	25,651.66	36,000.00	(10,348.34)	71%
05-427-000-800	Recycling Disposal	4,274.08	-	4,274.08	#DIV/0!
	Total Operations	732,605.08	956,278.00	(223,672.92)	#DIV/0!
Operating Transfers					
05-492-000-030	Transfer to Capital Fund	-	-	-	#DIV/0!
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
	Total Expenditures	\$ 732,605.08	\$ 956,278.00	\$ (223,672.92)	77%
	Excess of Revenues over Expenditures	\$ 391,040.51	\$ 104,846.00	\$ 286,194.51	373%

Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	74,365.39
	Total Cash	<u>74,365.39</u>

Other Current Assets

08-130-000-010	Due from General Fund	-
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	-
	Total Other Current Assets	<u>-</u>

Total Assets	\$	74,365.39
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LIABILITIES AND FUND BALANCE

Accounts Payable

08-200-000-000	Accounts Payable	-
08-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</u>

Other Current Liabilities

08-230-000-010	Due To General Fund	-
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	-
	Total Other Current Liabilities	<u>-</u>

Total Liabilities		-
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Equity

08-272-000-100	Unrestricted Net Assets	98,700.55
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	(24,335.16)
	Total Equity	<u>74,365.39</u>

Total Fund Balance	\$	74,365.39
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Total Liabilities & Fund Balance	\$	74,365.39
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Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 1,744.97	\$ 600.00	1,144.97	291%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	-	-	-	#DIV/0!
08-361-000-100	Water Resource Protection Fees	-	330,000.00	(330,000.00)	0%
08-392-000-010	Transfer from the General Fund	-	-	-	#DIV/0!
08-392-000-020	Transfer from Municipal Authority	-	282,432.00	(282,432.00)	0%
	Miscellaneous Revenue			-	#DIV/0!
Total Revenues		\$ 1,744.97	\$ 613,032.00	\$ (611,287.03)	#DIV/0!
EXPENDITURES					
Operations					
08-404-000-311	Legal Fees	-	5,000.00	(5,000.00)	0%
08-406-000-010	Grant Application Fees	-	5,000.00	(5,000.00)	0%
08-408-000-010	Engineering	2,282.58	5,000.00	(2,717.42)	46%
08-408-000-020	Feasibility Studies	-	-	-	#DIV/0!
08-420-000-035	Permits	6,206.99	-	6,206.99	#DIV/0!
08-420-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	12,676.91	5,000.00	7,676.91	254%
08-446-000-230	Gasoline & Oil	-	1,600.00	(1,600.00)	0%
08-446-000-235	Vehicle maintenance	703.94	3,990.00	(3,286.06)	18%
08-446-000-250	Maintenance & Repair	839.96	2,000.00	(1,160.04)	42%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	3,369.75	5,000.00	(1,630.25)	67%
08-446-000-600	Construction	-	575,290.00	(575,290.00)	0%
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Basin Neutralization	-	-	-	#DIV/0!
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
	Total Operations	26,080.13	610,880.00	(584,799.87)	#DIV/0!
Operating Transfers					
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Total Expenditures		\$ 26,080.13	\$ 610,880.00	\$ (584,799.87)	4%
Excess of Revenues over Expenditures		\$ (24,335.16)	\$ 2,152.00	\$ (26,487.16)	-1131%

Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 685,990.94
	Total Cash	685,990.94
Other Current Assets		
09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	-
	Total Assets	\$ 685,990.94

LIABILITIES AND FUND BALANCE

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	-
	Total Accounts Payable	-
Other Current Liabilities		
09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	-
	Total Other Current Liabilities	-
	Total Liabilities	\$ -
Equity		
09-272-000-001	Opening Balance Equity	299,600.19
09-272-000-002	Permanently Restricted Net Assets	-
09-272-000-003	Retained Earnings	(17,187.19)
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	250,730.12
	Current Period Net Income (Loss)	152,847.82
	Total Equity	685,990.94
	Total Fund Balance	\$ 685,990.94
	Total Liabilities & Fund Balance	\$ 685,990.94

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 10,473.82	\$ 7,000.00	\$ 3,473.82	149.6%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	142,374.00	-	142,374.00	#DIV/0!
09-379-000-020	Transportation Impact Fees - Reserve	-	-	-	#DIV/0!
09-380-000-000	Misc Revenue	-	-	-	#DIV/0!
09-395-000-100	Transfer from General Fund	-	-	-	#DIV/0!
09-395-000-200	Transfer from Capital Fund	-	-	-	#DIV/0!
	Total Revenue	152,847.82	7,000.00	145,847.82	#DIV/0!
09-489-000-000	Arle Grant - Act 209	-	-	-	
09-489-000-010	Engineering Fees	-	-	-	#DIV/0!
09-489-000-020	Construction	-	-	-	#DIV/0!
09-489-000-045	Contracted Services	-	-	-	#DIV/0!
09-489-000-600	Capital Construction	-	-	-	#DIV/0!
	Total Expenditures	-	-	-	#DIV/0!
	Excess of Revenues over Expenditures	\$ 152,847.82	\$ 7,000.00	\$ 145,847.82	#DIV/0!

Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 106,544.56
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.57
	Total Cash	<u>106,628.13</u>
Other Current Assets		
15-130-000-001	Due from General Fund	-
15-130-000-002	Due from Municipal Authority	-
15-136-000-100	Interest Receivable	-
	Other Assets	-
	Total Other Current Assets	<u>-</u>
Long-Term Assets		
15-130-000-005	Due from Municipal Authority - 2019 Bonds	5,205,556.07
15-161-000-100	Sewer Easements	-
15-163-000-100	Capital Assets - Plant	26,102,105.41
15-163-000-500	Accumulated Depreciation	(3,459,305.89)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
		<u>27,864,942.94</u>

Total Assets **\$ 27,971,571.07**

LIABILITIES AND FUND BALANCE

Current Liabilities		
15-200-000-000	Accounts Payable	-
15-230-000-001	Due To General Fund	-
15-230-000-002	Due to Municipal Authority	-
15-258-000-000	Accrued Expenses	-
15-258-000-100	Interest Payable on Bonds - 2014	3,700.00
15-258-000-105	Interest Payable on Bonds - 2019	16,990.09
15-258-000-110	Interest Payable on Bonds - Series A of 2019	11,599.05
	Total Accounts Payable	<u>32,289.14</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	185,000.00
15-261-000-105	General Obligation Bonds- Series of 2019	5,280,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	5,105,000.00
15-261-000-200	Premium on Bonds - Series of 2014	-
15-261-000-210	Premium on Bonds - Series A of 2019	132,902.90
15-261-000-250	Accrued Amortization on Bond Premium	-
		<u>10,702,902.90</u>

Total Liabilities **10,735,192.04**

Equity		
15-272-000-100	Unrestricted Net Assets	17,354,730.28
	Current Period Net Income (Loss)	(118,351.25)
	Total Equity	<u>17,236,379.03</u>

Total Fund Balance **\$ 17,236,379.03**

Total Liabilities & Fund Balance **\$ 27,971,571.07**

Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 2,247.61	\$ 3,000.00	(752.39)	75%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	91,930.75	378,606.00	(286,675.25)	24%
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	151,082.12	190,681.00	(39,598.88)	79%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA	-	-	-	#DIV/0!
Total Revenues		\$ 245,260.48	\$ 572,287.00	\$ (327,026.52)	#DIV/0!
EXPENDITURES					
General					
15-400-000-461	Bank Fees	-	200.00	(200.00)	0%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		-	1,200.00	(1,200.00)	-
Bond expenses					
15-472-000-100	Bond Interest Expense - Series of 2014	44,083.84	379,287.00	(335,203.16)	12%
15-472-000-105	Bond Interest Expense - Series of 2019	168,072.21	-	168,072.21	#DIV/0!
15-472-000-110	Bond Interest Expense - Series A of 2019	11,599.05	-	11,599.05	#DIV/0!
15-472-000-200	Bond Issuance Costs	142,413.48	-	142,413.48	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	(2,556.85)	(5,114.00)	2,557.15	50%
15-472-000-305	Bond Amortization Expense - 2019 Bonds	-	-	-	#DIV/0!
15-472-000-310	Bond Amortization Expense - 2019A Bonds	-	-	-	#DIV/0!
Total Debt Expenses		363,611.73	374,173.00	(10,561.27)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 363,611.73	\$ 375,373.00	\$ (11,761.27)	97%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
Total Transfers		-	-	-	#DIV/0!
Total Expenditures and Transfers		363,611.73	375,373.00	(11,761.27)	#DIV/0!
Excess of Revenues over Expenditures		\$ (118,351.25)	\$ 196,914.00	\$ (315,265.25)	-60%

Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of October 31, 2019

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	306,783.18
30-100-000-020	PSDLAF		90,020.91
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		-
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		4,311,256.89
	Total Cash		<u>4,708,060.98</u>
Accounts Receivable			
30-130-000-001	Due from General Fund		8,367.47
30-130-000-002	Due From Municipal Authority		-
30-130-000-003	Due from Escrow Fund		-
30-130-000-004	Due from Solid Waste Fund		-
30-130-000-005	Due From Liquid Fuels Fund		-
30-130-000-006	Due from Act 209 Fund		-
30-130-000-007	Due from Water Resource Protection Fund		-
	Total Accounts Receivable		<u>8,367.47</u>
Other Current Asset			
30-155-000-000	Prepaid Expenses		27,863.33
30-191-000-000	Other Assets		-
	Total Other Current Asset		<u>27,863.33</u>
	Total Assets	\$	4,744,291.78

LIABILITIES AND FUND BALANCE

Accounts Payable			
30-200-000-000	Accounts Payable		-
30-258-000-000	Accrued Expenses		-
30-258-000-100	Interest Payable - 2019 Bonds		83,781.25
30-261-000-100	General Obligation Bonds - Series of 2019		5,470,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019		247,103.30
30-261-000-160	Accrued Amortization - Series of 2019		-
	Total Accounts Payable		<u>5,800,884.55</u>
Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		<u>-</u>
Other Current Liabilities			
30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		-
30-230-000-002	Due to Act 209		-
30-230-000-003	Due to Solid Waste Fund		-
30-230-000-004	Due to Municipal Authority		-
30-230-000-005	Due To Escrow Fund		-
	Total Other Current Liabilities		<u>-</u>
	Total Liabilities	\$	5,800,884.55
Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		181,040.14
	Current Period Net Income (Loss)		<u>(2,186,031.30)</u>
	Total Equity		<u>(1,056,592.77)</u>
	Total Fund Balance	\$	(1,056,592.77)
	Total Liabilities & Fund Balance	\$	4,744,291.78

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 119,733.35	\$ 20,000.00	99,733.35	599%
30-354-000-010	Grant Revenue - County	-	-	-	#DIV/0!
30-354-000-020	Grant Revenue - State	1,291,164.35	-	1,291,164.35	#DIV/0!
30-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
30-354-000-040	Grant Revenue - Other	-	5,800.00	(5,800.00)	0%
30-391-000-100	Sale of Fixed Assets	-	5,000.00	(5,000.00)	0%
30-392-000-001	Transfer from General Fund	-	150,000.00	(150,000.00)	0%
30-392-000-005	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	-	5,587,295.00	(5,587,295.00)	0%
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		1,410,897.70	5,768,095.00	(4,357,197.30)	24%
Total Revenues		\$ 1,410,897.70	\$ 5,768,095.00	\$ (4,357,197.30)	24%
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General	-	-	-	#DIV/0!
30-409-001-700	Capital Purchases-Executive	-	-	-	#DIV/0!
30-409-002-600	Capital Construction - Township Bldg	-	-	-	#DIV/0!
30-409-002-610	Township Bldg Expansion 2018-2020	1,287,559.05	3,000,000.00	(1,712,440.95)	43%
30-409-002-700	Capital Purchases - Twp Bldg	2,139.93	-	2,139.93	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	61,342.90	93,400.00	(32,057.10)	2%
30-409-003-700	Capital Purchases - PW Bldg	-	-	-	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	Total Township	1,351,041.88	3,093,400.00	(1,742,358.12)	44%
Police					
30-410-000-700	Capital Purchases- Police	131,087.70	73,000.00	58,087.70	180%
	Future Purchase	-	-	-	#DIV/0!
		131,087.70	73,000.00	58,087.70	180%
Codes					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Emergency Management					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Public Works					
30-438-000-700	Capital Purchases-Vehicles	5,775.00	-	5,775.00	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	13,551.72	16,200.00	(2,648.28)	84%
	Total Public Works	19,326.72	16,200.00	3,126.72	#DIV/0!
Roads					
30-502-434-700	Traffic Signals	13,931.67	-	13,931.67	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	-	-	#DIV/0!
		13,931.67	-	13,931.67	#DIV/0!

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending October 31, 2019

Parks					
All Parks					
30-454-000-700	Capital Purchases - All Parks	-	-	-	#DIV/0!
Hickory Park					
30-454-001-600	Capital Construction - Hickory	26,842.09	-	26,842.09	#DIV/0!
30-454-001-700	Capital Purchases - Hickory	-	457,400.00	(457,400.00)	0%
Fellowship Fields					
30-454-002-600	Capital Construction - Fellowship	-	-	-	#DIV/0!
30-454-002-700	Capital Purchases - Fellowship	7,997.82	7,600.00	397.82	105%
Larkins Field					
30-454-003-600	Capital Construction - Larkins	-	-	-	#DIV/0!
30-454-003-700	Capital Purchases - Larkins	-	-	-	#DIV/0!
Upland Farms					
30-454-004-600	Capital Construction - Upland	53,303.00	500,000.00	(446,697.00)	11%
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland	-	7,000.00	(7,000.00)	0%
Village of Eagle Pocket Park					
30-506-000-100	Design	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	88,142.91	972,000.00	(883,857.09)	9%
Trails					
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	1,660,668.65	654,313.00	1,006,355.65	254%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	1,660,668.65	654,313.00	1,006,355.65	254%
Debt Service					
30-472-000-100	Interest Expense - Series of 2019	162,496.70	184,999.00	(22,502.30)	88%
30-472-000-200	Cost of Issuance - Series of 2019	61,066.42	140,000.00	(78,933.58)	44%
30-472-000-300	Bond Amortization Expense - Series of 2019	-	-	-	#DIV/0!
30-500-471-003	Capital Lease - Principal	51,063.92	51,064.00	(0.08)	100%
30-500-472-003	Capital Lease - Interest	4,394.44	5,780.00	(1,385.56)	76%
	Total Debt Service	279,021.48	381,843.00	(102,821.52)	73%
Village Concept					
30-506-000-100	Design - Village of Eagle	1,972.09	-	1,972.09	#DIV/0!
30-506-000-600	Construction - Village of Eagle	51,735.90	-	51,735.90	#DIV/0!
		53,707.99	-	53,707.99	#DIV/0!
Total Expenditures before Operating Transfers		\$ 3,596,929.00	\$ 5,190,756.00	\$ (1,593,827.00)	69%
Operating Transfers					
30-505-000-010	Transfers to the General Fund	-	-	-	#DIV/0!
30-505-000-020	Transfers to the Solid Waste Fund	-	-	-	#DIV/0!
30-505-000-030	Transfers to the Act 209 Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Excess of Revenues over Expenditures and Operating Transfers		\$ (2,186,031.30)	\$ 577,339.00	\$ (2,763,370.30)	-378.64%

**Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of October 31, 2019**

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 179,695.85
	Total Cash	179,695.85
Other Current Assets		
40-130-000-010	Due from General Fund	-
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	-
Total Assets		\$ 179,695.85

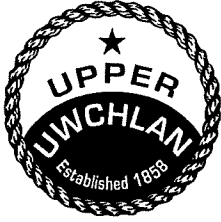
LIABILITIES AND FUND BALANCE

Accounts Payable		
40-200-000-000	Accounts Payable	-
	Total Accounts Payable	-
Other Current Liabilities		
40-230-000-010	Due To General Fund	5,000.00
40-230-000-020	Due to Solid Waste Fund	-
40-230-000-030	Due to Municipal Authority	-
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	4,833.54
40-248-000-004	Columbia Gas Transmission LLC	8,078.70
40-248-000-005	Chester County - Radio Tower	342.47
40-248-000-006	Executive Land Holdings	(2,931.79)
40-248-000-007	Park Road Townhomes	3,752.31
40-248-000-009	Open Community Corp.	(17,361.66)
40-248-000-010	Sunoco Reed Road	4,120.11
40-248-000-011	McHugh	10.13
40-248-000-012	Marsh Lea	(4,736.26)
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	772.05
40-248-000-015	McKee Fetters	(6,403.33)
40-248-000-017	Vantage Point Retirement	3,797.67
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	3,778.48
40-248-000-020	Millford Rd. Associates	0.90
40-248-000-021	Townes at Chester Springs	7,896.22
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,622.15
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	9,225.20
40-248-000-026	Lot 1B Maintenance Area	5,275.53
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	(2,961.94)
40-248-000-030	Profound Technologies	5,234.20
40-248-000-031	Windsor Baptist Church	(2,061.58)
40-248-000-032	Eagle Village Parking Expansion	(6,293.22)
40-248-000-033	Chester Springs Crossing	(35,879.14)
40-248-000-34	Starbucks @ Eaglepoint Village	9,107.50
40-248-000-500	Gunner Properties Performance	171,480.64
	Total Other Current Liabilities	179,758.85
40-258-000-000	Accrued Expenses	-
Total Liabilities		\$ 179,758.85

Equity		
40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	(63.00)
	Total Equity	(63.00)
Total Fund Balance		\$ (63.00)
Total Liabilities & Fund Balance		\$ 179,695.85

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended October 31, 2019

GL Account #	Account Description	2019 YTD Actual	2019 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 832.74	\$ -	\$ 832.74	-
40-341-000-010	Interest Income - allocated to Developers	(832.74)	-	(832.74)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
		-	-	-	-
Total Revenue		-	-	-	-
40-400-000-461	Bank Fees	63.00	-	63.00	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Expenditures		63.00	-	63.00	-
Excess of Revenues over Expenditures		\$ (63.00)	\$ -	\$ (63.00)	-



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Jill Bukata
Township Treasurer

RE: Transfer from General Fund to Capital Fund

DATE: November 18, 2019

The 2019 Budget includes a transfer from the General Fund to the Capital Fund in the amount of \$150,000.

I am respectfully requesting the Board to authorize transferring \$150,000 from the General Fund to the Capital Fund in accordance with the Budget.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: November 14, 2019

To: Shanna Lodge – Acting Township Manager
Board of Supervisors

From: David Leh, P.E.

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

125 Little Conestoga Road (Profound Technologies) - The applicant has submitted revised land development plans which will be reviewed by the Planning Commission at their November 14th, 2019 meeting.

Chester Springs Crossing (aka- Jankowski Tract) - Construction continues. The final sewer connections across Route 100 are scheduled to be completed this week.

Eaglepointe Village – A land development plan has now been submitted and will be reviewed by the Planning Commission at their November 14th, 2019 meeting.

Eagleview Lot 2 - DSM Biomedical has submitted a land development plan proposing the construction of a 486 square foot pre-manufactured building adjacent to their existing 2-story office/lab building for material storage. The plan will be reviewed by the Planning Commission at their November 14th, 2019 meeting.

Fetters Property (McKee Group) - The Applicants Engineer has been working with the Township Consultants to address their outstanding comments.

General:

Meetings / Correspondence with staff regarding various matters.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: November 14, 2019
To: Board of Supervisors
From: David Leh, P.E.

125 Little Conestoga Road (Profound Technologies) - The Applicant is proposing to construct a two-story building addition and additional parking areas. A Conditional Use was granted by the Board on September 16, 2019. The applicant has submitted revised land development plans which will be reviewed by the Planning Commission at their November 14th, 2019 meeting.

160 Park Road (Gunner Properties, Ltd.) – The Applicant submitted a conditional use application for an eating and drinking establishment and construction of additional parking to support the use. The Board granted the Conditional Use on July 24, 2019. The Applicant has since submitted a land development plan for the project which was approved by the Board at their August 19, 2019 meeting. Construction is currently underway.

270-290 Park Road (Townes at Chester Springs) - This is a 40-unit multiple-family townhouse community along Park Road just north of Windsor Baptist Church. Toll Brothers is developing the property. Construction continues and we have received building permit applications for all units.

Byers Station (Lot 5C)- [Residential] - Construction continues on the residential portion of the development. To date, we have received 15 building permit applications (81 total units). In addition, On November 19, 2018 the Board granted a modification to allow the elimination of individual unit parcel lines.

Byers Station (Lot 5C)- [Commercial] - An amended land development plan has been submitted for the commercial portion of the site and a recommendation for approval was made by the Planning Commission at their June 14th, 2018 meeting.

The Applicant has now submitted an Alternate PRD Plan which proposes 27,000 SF of commercial development and 55 additional townhomes in lieu of the previously proposed 81,300 SF of commercial space. The Board granted approval to this plan at their October 14th, 2019 meeting.

Reference: Development Update

File No. 19-01080T
November 14, 2019

Byers Station (Lot 6C)- Vantage Point – An Amended Tentative PRD Application has been submitted for this site. The Applicant is proposing to construct a 36,171 SF, 3 story retirement facility. The Board granted approval to the Amended PRD Application at their September 16, 2019 meeting.

Chester Springs Crossing (aka- Jankowski Tract) - The Board granted Preliminary / Final Land Development Approval for this 55 home development at their October 15th, 2018 meeting. Construction continues and we have received a building permit application for the model home.

Eagleview Lot 1C– This project proposes a 113,000 SF Flex Office building. The proposed building and amenities are similar to the adjacent office buildings located along Sierra Drive. The Board granted Final Land Development Approval at their November 19th, 2018 meeting. There has been no further activity on this project.

Eagleview Lot 2 - DSM Biomedical has submitted a land development plan proposing the construction of a 486 square foot pre-manufactured building adjacent to their existing 2-story office/lab building for material storage. The plan will be reviewed by the Planning Commission at their November 14th, 2019 meeting.

Eagleview Lot 4 – Hankin has submitted a land development application for a 27-space parking expansion for this site. The Board granted Preliminary / Final Land Development Approval at their August 19th, 2019 meeting. Construction has commenced.

Eaglepointe Village – A Conditional Use Application has been submitted proposing a Starbucks in the former Key Bank site. The conditional use is necessitated by the need for drive-thru service. The Board granted the Conditional Use on July 24, 2019. A land development plan has now been submitted and will be reviewed by the Planning Commission at their November 14th, 2019 meeting.

Fetters Property (McKee Group) - A conditional use was approved on January 17th, 2017 for an active-adult 55-year old and over community consisting of 116 single-family detached dwellings, 154 twin units, 105 triplex units, and associated amenities. The Board granted Final Land Development Approval at their October 16th, 2017 meeting. The Applicants Engineer has been working with the Township Consultants to address their outstanding comments.

Reference: Development Update

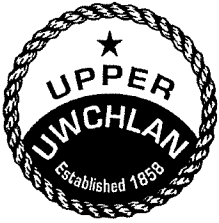
File No. 19-01080T
November 14, 2019

Marsh Lea – The Board granted Preliminary / Final Plan Approval to this 27-lot, single-family home community at their May 15th, 2017 meeting. Home construction continues. We have received grading plans for 16 proposed homes.

Reserve at Chester Springs (Frame Property) – Building Permits have been issued for all lots in the development. We have completed a construction punch list and Toll has been actively working to complete.

Struble Trail Extension – Chester County has submitted an application to reopen the Conditional Use Hearing as well as land development plans to allow for the continuance of the trail from where it currently terminates to a point on the west side of Dorlan Mill Road. The Planning Commission reviewed the application at their June 13th, 2019 and July 11, 2019 meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. The conditional use hearing has once again been postponed to a date uncertain.

Windsor Baptist Church - The Church has submitted a Preliminary Land Development Plan and Conditional Use Application for an approximately 9,190 SF school building addition on their current property. The Board granted the Conditional Use at their September 16, 2019 meeting. The Planning Commission recommended Preliminary Land Development Approval at their October 10, 2019 meeting; The Church will be before the Board at their November 18th, 2019 meeting requesting same.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors
FROM: Kathi McGrath *Kathi*
RE: Codes Department Activity Report
DATE: November 11, 2019

=====

Attached, please find the Codes Department Activity Report for the month of October, 2019.

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP
Permit Analysis
2016-2019

	2016				2017				2018				2019			
	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees
Jan	33	\$19,195.00	33	\$19,195.00	36	\$ 27,889.54	36	\$ 27,889.54	46	\$ 37,719.22	46	\$ 37,719.22	30	\$17,025.46	30	\$17,025.46
Feb	38	\$ 31,184.74	71	\$ 50,379.74	30	\$ 6,209.00	66	\$ 34,098.54	43	\$ 40,684.68	89	\$ 78,406.90	67	\$19,320.64	97	\$36,346.10
Mar	38	\$ 9,003.50	109	\$ 59,383.24	62	\$ 61,429.00	128	\$ 95,527.54	43	\$ 36,969.50	132	\$ 115,376.40	57	\$ 36,767.22	154	\$ 73,113.32
Apr	64	\$ 88,297.00	173	\$ 147,680.24	61	\$ 30,429.00	189	\$ 125,956.54	56	\$ 45,204.94	188	\$ 160,581.34	66	\$ 52,342.10	220	\$ 125,455.42
May	125	\$ 14,112.00	298	\$ 161,792.24	61	\$ 13,118.56	250	\$ 139,075.10	70	\$ 39,985.36	258	\$ 200,566.70	50	\$ 40,216.60	270	\$ 165,672.02
Jun	109	\$ 9,919.12	407	\$ 171,711.36	117	\$ 107,225.16	367	\$ 246,300.26	59	\$ 39,179.50	317	\$ 239,746.20	70	\$ 43,304.22	340	\$ 208,976.24
Jul	55	\$ 8,120.56	462	\$ 179,831.92	78	\$ 60,308.00	445	\$ 306,608.26	67	\$ 16,422.42	384	\$ 256,168.62	58	\$ 37,320.76	398	\$ 246,297.00
Aug	83	\$ 50,103.08	545	\$ 229,935.00	90	\$ 9,532.32	535	\$ 316,140.58	55	\$ 34,126.38	439	\$ 290,295.00	67	\$ 90,670.34	465	\$ 336,967.34
Sept	57	\$ 8,844.90	602	\$ 238,779.90	86	\$ 29,485.94	621	\$ 345,626.52	55	\$ 47,345.62	494	\$ 337,640.62	61	\$ 13,393.00	522	\$ 350,360.34
Oct	64	\$ 8,144.42	666	\$ 246,923.42	101	\$ 69,748.73	722	\$ 415,375.25	60	\$ 46,722.50	554	\$ 384,363.12	48	\$ 42,928.52	570	\$ 393,288.86
Nov	71	\$ 13,717.44	737	\$ 260,640.86	58	\$ 29,023.10	780	\$ 415,404.48	45	\$ 34,720.92	599	\$ 419,084.04				
Dec	42	\$ 9,929.00	779	\$ 270,569.86	28	\$ 17,392.92	808	\$ 432,797.40	31	\$18,505.86	630	\$437,589.90				



OCTOBER 2019 REPORT

UPPER UWCHLAN TOWNSHIP PUBLIC WORKS DEPARTMENT

The following projects were underway since we last met:

Ongoing:

- **Aside from regular routine maintenance, the following work orders were submitted last month.**

Tracking of work orders through Traisr: 194

- **Municipal Authority & PA 1-calls**
 - **89 Work orders completed**
 - **Public Works**
 - **58 Work orders completed**
 - **Parks**
 - **6 Work orders completed**
 - **Solid Waste**
 - **27 Work orders completed**
 - **Vehicles and Equipment (All Dept.)**
 - **14 Work orders completed**
-
- **All Parks/MA properties have been mowed on a regular basis**
 - **Installed new street signs on the newly resurfaced roadways**
 - **Repaired a broken storm sewer pipe on Route 100 at Park Road**

- **Road patching of defective areas was done on Heron Hill, Seabury, Reserve, Palsgrove, Moore, and Sommers**
- **Regraded basins in Heather Hill**
- **Repaired inlet on Heron Hill Dr**
- **Built a metal chipper box for the dump trucks**
- **Alpha Space control returned the week of October 21st to complete some intersection arrows and legends on side streets along Route 100**
- **Repaired roadway and patched the asphalt around the newly repaired curbs and inlets.**
- **Began to service snow removal equipment.**
- **Cut up and removed a downed tree at Upland Farms**
- **Helped Administration clear out Upland Farms House in preparation for contractors to work there.**
- **Had new tires put on the backhoe**
- **Painted safety lines at PW buildings**
- **Completed crack sealing**
- **Completed landscape planting at Meadowcreek Sewer plant. Now we are waiting on Pickering Landscaping to regrade the area and install a pipe to take water away from the area.**
- **Worked on the 2020 Budget**
- **Mowing continues daily.**
- **Roadside mowing was done as time allows**
- **Street sweeping was done on various roadways after storms**
- **Cleared out storm pipes and inlet structures.**
- **Called in once for a tree down.**
- **Sign replacements were done at various locations throughout the Township. And, as always, we like to replace the signs on the streets that were**

resurfaced. This helps to keep a good retroreflectivity to the signage for safety.

- Inlet cleaning of various inlets throughout the Township with vacuum truck
- Worked on Police cars for minor issues and monthly services
- Toter swaps and deliveries were done as requested.
- Preventive maintenance, repairs, and Pa State Inspections continue on all Township owned vehicles and equipment.
- Serviced the backhoe, the crack sealer, the mini excavator and the brine sprayers.
- Repainted Vascar lines in the roadways
- Minor maintenance issues were handled at the Township Buildings.
- PA 1-Calls were responded to as they came in.

Bids:

- None

Road Dedications:

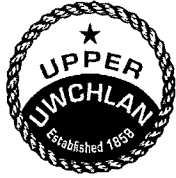
- None

Workforce

- All current employees are working and there are no outstanding issues to report.
- The crew completed safety and policy review testing through the Power DMS system and DVIT

Respectfully submitted,

Michael G. Heckman
Director of Public Works
Upper Uwchlan Township



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Shanna Lodge
Acting Township Manager

RE: Windsor Baptist Church– Proposed School Building
Preliminary Land Development Plan

DATE: November 13, 2019

The Board is requested to review the land development plan for the above referenced project and if possible, **grant Preliminary Approval.**

The church is proposing to construct an approximately 9,190 square foot (footprint) Building Addition connected to the existing church and two associated playgrounds. The two existing modular buildings are also proposed to be removed.

In addition, the following waivers are requested:

- A waiver is being requested from §162-41.B. which requires providing sidewalks along Park Road or Little Conestoga Road.
- A waiver is being requested from §162-57.C.(6) which requires providing street trees along Park Road.
- A waiver is being requested from §162-57.C.(6)(c) which requires providing street trees at a height of 14-16 feet at planting.
- A waiver is being requested from §162-57.C.(7) & §162-57.C.(7)(b) which require providing landscaping in existing parking areas.
- A waiver is being requested from §162-57.D.(4)(a) which requires providing 3-3.5" caliper shade trees.
- A waiver is being requested from § 162-9.H which requires a traffic study.
- A waiver is being requested from §162-27.1 and 162-27.1.F which require reduction of driveway count.

- A waiver is being requested from §152-306.I.(2) which requires stormwater infiltration be provided.

The Planning Commission reviewed the plan at their October 10, 2019 meeting and recommended Preliminary Approval, as well as the requested waivers, be granted.

The Historical Commission reviewed with the Applicant the architectural elevations at their October 28, 2019 meeting and provided feedback. The Applicant advises they'll work through those comments with the Planning and Historical Commissions during the Final Plan approval process.

Attachments:

Gilmore's Review Letter dated July 3, 2019

Waiver Request List from Tom Ludgate dated July 10, 2019

Preliminary Plan Set dated January 22, 2019 and last revised April 18, 2019



UPPER UWCHLAN TOWNSHIP MOTION

The Board of Supervisors of Upper Uwchlan Township at their November 18, 2019 meeting hereby grants **Preliminary Land Development Plan Approval** of a plan prepared by Ludgate Engineering Corporation, dated January 22, 2019, last revised April 18, 2019.

The following conditions accompany the approval:

1. The plans shall be revised to comply with Gilmore & Associates, Inc. review letter dated July 3, 2019.
2. All conditions set forth in the September 16, 2019 Conditional Use Decision & Order shall be adhered to.
3. The church agrees to continue to work with both the Township Planning Commission and Township Historic Commission regarding the architecture of the addition.
4. A waiver is hereby granted from §162-41.B. which requires providing sidewalks along Park Road or Little Conestoga Road.
5. A waiver is hereby granted from §162-57.C.(6) which requires providing street trees along Park Road.
6. A waiver is hereby granted from §162-57.C.(6)(c) which requires providing street trees at a height of 14-16 feet at planting.
7. A waiver is hereby granted from §162-57.C.(7) & §162-57.C.(7)(b) which require providing landscaping in existing parking areas.
8. A waiver is hereby granted from §162-57.D.(4)(a) which requires providing 3-3.5" caliper shade trees.
9. A waiver is being requested from § 162-9.H which requires a traffic study.
10. A waiver is being requested from §162-27.1 and 162-27.1.F which require reduction of driveway count.
11. A waiver is hereby granted from §152-306.I.(2) which requires stormwater infiltration be provided.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 3, 2019

File No. 18-11016T

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

Received
JUL 22 2019
UPPER UWCHLAN TWP.

Attention: Cary B. Vargo, Township Manager

Reference: Windsor Baptist Church – Proposed School Building
Preliminary Land Development / Conditional Use Review
Upper Uwchlan Township, Chester County, PA

Dear Cary:

Gilmore & Associates, Inc. (G&A) is in receipt of the following information submitted on behalf of Windsor Baptist Church, the Applicant/Developer:

- Response letter from Thom Ludgate, P.E., P.L.S. dated May 14, 2019.
- Response memo from Julie Parish, dated May 17, 2019.
- Enrollment and Staffing letter from Windsor Baptist Church dated May 28, 2019.
- Waiver Request Letter dated May 22, 2019.
- Conditional Use Application dated May 9, 2019.
- Land Development Plan Set titled "Windsor Baptist Church" consisting of twenty-two (22) sheets, prepared by Ludgate Engineering Corporation, dated January 22, 2019, last revised April 18, 2019.
- Stormwater Management Report consisting of forty-seven (47) pages, prepared by Ludgate Engineering Corporation, dated February 28, 2019, last revised May 17, 2019.

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

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

Please note that comments with a **(SE)** or **(CU)**, **(RW)**, or **(W)** may require relief from the Township Ordinances. A **(SE)** denotes a special exception is required, and a **(CU)** denotes that a conditional use is required, a **(RW)** denotes a requested waiver, and a **(W)** denotes a waiver that has not been requested. Comments in *italics* are from our previous review letter, and comments in **bold text** require resolution by the applicant. Previous comments which have been satisfactorily addressed are not repeated herein.

I. OVERVIEW

The subject site is comprised of three (3) parcels (TMP 32-3-65.31, 32-3-65.29, and 32-3-66) located at the intersection of Little Conestoga Road and Park Road. The property is located in the C-1 Village Commercial District with a section of TMP 32-3-66 located in the R-2 Residential District with F1 Flexible Development Overlay.

The Applicant is proposing to construct an approximately 9,190 square foot (footprint) Building Addition connected to the existing church and two playgrounds measuring approximately 3,872 square feet and 3,844 square feet respectively. The Applicant is also proposing to remove two existing modular buildings on site and replace with a future, stone, overflow parking area, and relocate the cemetery access drive. There are no existing wetlands on the site, and the site is not located within a FEMA designated Flood Hazard Area.

Stormwater runoff is proposed to be managed by an underground infiltration bed (BMP #1A) located northwest of the proposed building addition.

II. CONDITIONAL USE APPLICATION REVIEW

1. §200-117 – The Applicant has indicated in a memo that they are requesting a waiver from the required impact studies associated with the Conditional Use Application.

III. ZONING ORDINANCE REVIEW

1. **(CU)** §200-33.B.(1) – *In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied, for Educational or religious principal purposes when authorized as a conditional use by the Board of Supervisors. Therefore, a Conditional Use Application must be submitted.*

The Applicant has submitted a Conditional Use Application. The hearing has been scheduled for Tuesday, August 13th.

2. **(CU)** §200-34.H. – *In the C-1 Village District, no individual building shall contain more than 6,000 square feet of total floor area, except where increased square footage above 6,000 is entirely within an additional story or stories above the first floor or*

File No. 18-11016T
July 3, 2019

where increased square footage above 6,000, and not limited to a 50% increase, is approved subject to conditional use approval and in accordance with all applicable design standards herein. The existing building is approximately 11,645 square feet, and the proposed building addition constitutes an approximately 9,190 square foot "footprint" increase (The increase will actually be greater due to multiple floors), of which, approximately 2,850 square feet of the footprint is within the C-1 Village Commercial District. The Applicant should discuss this with the Township Zoning Officer, but we believe a Conditional Use may be needed.

The Applicant has submitted a Conditional Use Application. The hearing has been scheduled for Tuesday, August 13th.

3. *§200-36.C.(4) – Parking areas within the C-1 Village District shall be designed and landscaped so as to appear broken in mass, in proportion to the scale of structural development. If the proposed overflow parking is constructed, it shall be in conformance with this section. This section also states that to the extent practicable, should be avoided in the front yard. The Planning Commission and Board of Supervisors should determine if front yard parking shall be permitted.*

The future overflow parking area is still shown located within the 20-foot front yard setback. Whether overflow parking or not, any proposed parking must conform to the design and landscape requirements of this section.

4. (SE) *§200-103.A.(1) – The existing church building is an existing nonconforming structure due to the floor area exceeding 6,000 square feet. Nonconforming structures may be altered, renovated, or enlarged provided that such alteration, renovation or enlargement does not increase the floor area of the nonconforming structure by more than 25% of the floor area of the structure as it existed on the date when the structure became nonconforming. Such alteration, renovation or enlargement shall be authorized as a special exception by the Zoning Hearing Board and shall not increase any existing nonconforming and shall comply with all area and bulk regulations. In the case of a nonconforming structure which is occupied by a nonconforming use, such alteration, renovation or enlargement shall also meet the requirements of §200-102A of this article. In the case of a nonconforming structure which is located on a nonconforming lot, such alteration, renovation or enlargement shall also meet the requirements of §200-102C of this article. It is noted that the proposed enlargement is greater than 25% of the floor area of the existing structure. The Applicant shall list the total area of all the floors existing and proposed on the plans.*

The Applicant has indicated they feel they are compliant. We assume the applicants position is based on the consideration of the building footprint

area. However, the ordinance states this requirement is based on total floor area. The existing church within the C-1 district is 11,648 square feet with two stories, and an existing total floor area of 22,000 square feet (as listed on the Title Sheet). The proposed building addition within the C-1 district is approximately 4,460 square feet and three stories, with an assumed total floor area of 13,380 square feet. This proposed floor area is well over the 25% allowable threshold. The Applicant should discuss this matter with the Township Zoning Officer.

IV. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW

1. §162-9.B.(1)(b) – Provide a closure calculation for the entire tract with error of closure not to exceed one part per 10,000.

Please provide a closure calculation which validates General Note #11 on the Title Sheet.

2. §162-9.B.(1)(c) – Please revise the sheet names and sheet index to be sheets 1 of 21, 2 of 21, etc. Also, please ensure that sheet names match what is provided in the Sheet Index for each sheet (i.e. Existing Conditions vs Existing Features Plan, BMP Plan vs Storm Water BMP #1A Plan & Details, Details vs PCSM Narrative Detail Sheet). There is reference in the Sheet Index provided on Sheet 100, Title Sheet, to a Sheet 901, yet no Sheet 901 is present in the plan set. In addition, there should be a grading or construction plan provided, or the PCSM Plan should be renamed to "Grading/PCSM Plan."

Revise sheet index to be sheets 1 of 22, 2 of 22, etc. as previously requested. Also, current sheets 900 through 902, which should be revalued to sheets 19 through 22 of 22, should be listed in the Sheet Index as the sheets specific name, not "Details".

3. §162-9.B.(2)(b)[7] – It is unclear from the plan set if the intent is to consolidate the three existing parcels, as some plan sheets show the individual property boundary lines, and others do not. Please clarify. We feel this is the appropriate opportunity to consolidate all lots.

The Applicant has indicated they do not have an interest in consolidating the lots at this time. **If the Applicant chooses not to consolidate, then all property boundary lines shall be shown and labeled with bearings and distances for the three existing parcels on the Land Development Plan and the Existing Features Plan.**

4. **(RW) §162-41.B.** – The Applicant is requesting a waiver from the requirement to provide sidewalks along Park Road or Little Conestoga Road. **A Waiver Request Letter shall be provided indicating why relief is requested from this section.**
5. **(RW) §162-57.C.(6)** – The Applicant is requesting a waiver from the requirement to provide street trees along Park Avenue. **A Waiver Request Letter shall be provided indicating why relief is requested from this section..**
6. **(RW) §162-57.C.(6)(c)** – The Applicant is requesting a waiver from the requirement to provide street trees at a height of 14-16 feet at planting. **A Waiver Request Letter shall be provided indicating why relief is requested from this section..**
7. **(RW) §162-57.C.(7) & §162-57.C.(7)(b)** – The Applicant is requesting a waiver from the requirement to provide landscaping at existing parking areas. **A Waiver Request Letter shall be provided indicating why relief is requested from this section..**
8. **(RW) §162-57.D.(4)(a)** – The Applicant is requesting a waiver from the requirement to provide 3-3.5" caliper shade trees. **A Waiver Request Letter shall be provided indicating why relief is requested from this section.**

V. STORMWATER MANAGEMENT ORDINANCE REVIEW

1. *§152-306.I.(2) – Provide field tests such as double-ring infiltrometer or other hydraulic conductivity tests (at the elevation of the proposed infiltration surface) to determine the appropriate hydraulic conductivity rate. Standard septic/sewage percolation tests are not acceptable for design purposes. The Applicant shall provide infiltration testing at the location of the proposed BMP #1A. It is unclear where the ½ in/hr rate used in the Stormwater Management Report is taken from.*

The Applicant has provided Double Ring Infiltration Testing in Section VII of the Stormwater Management Report, and the results yielded an infiltration rate of zero. **The Applicant shall request a waiver from the infiltration requirement. We would be in support of a waiver; however, it must be formally requested.**

2. *§152-402.F. – The Applicant shall provide an O&M plan, an O&M agreement, and any easement agreements that are needed to ensure access, inspection, maintenance, operation*
 - (1) An O&M plan;
 - (2) An O&M agreement

- (3) Any easement agreements that are needed to ensure access, inspection, maintenance, operation, repair and permanent protection of any permanent BMP(s) and conveyances associated with the regulated activity.*
- (4) Any written deed, deed amendment or equivalent document (if needed) to be*

The Applicant indicates they will provide a full O&M Plan and Agreement.

- 3. *There is a proposed storm sewer pipe between CB#103 and JB#1 that runs underneath the proposed building. This should be reviewed for acceptability.*

The Applicant has indicated they have reviewed the pipe configuration; **however, the proposed storm sewer pipe between CB#103 and JB#1 is still proposed to run underneath proposed building.** It appears there is an alternative route that would allow the piping around the building which should be considered.

- 4. *On pages 26 and 27 of the Stormwater Management Report, please revise the basin elevations, outlet pipe size, length, and slope, and orifice size and elevation to match what is shown on the plans, and recalculate.*

On page 30 of the Stormwater Management Report, the culvert rise and span should be revised to 18 inches, the length to 33 feet, and the barrel slope to 1.8% to match what is shown on the plans.

- 5. Please clarify how stormwater runoff which enters the underground stone bed will get to OS #1A. As shown, there is no connection between the stone bed and the outlet structure inlet box walls. We would the perforated pipe within the basin bed be shown to connect to the outlet structure box.

VI. GENERAL COMMENTS

- 1. *The lot area values provided in the Zoning Data Table Chart on the Title Sheet do not appear to match. Please revise.*

The Applicant shall reverify the values for each property. In General Note #2, the total area of the three properties listed as 1.13 acres, 6.17 acres, and 1.66 acres is 8.96 acres. However, the total area listed is 8.99 acres. Please clarify.

- 2. The Traffic Sign Chart (On Site) on the Land Development Plan does not appear to reflect the correct number of proposed stop signs and ADA signs. Also, please indicate the significance of the date of "11-19-13" in the date column.

VII. TOWNSHIP TRAFFIC CONSULTANT COMMENTS
McMAHON ASSOCIATES, INC.

1. SALDO Section 162-9.H – The applicant requests a waiver to not provide a traffic study for the site. Based on information provided by the applicant with the latest submission, the purpose of the proposed building is to provide improved facilities for the existing school operations, and it is not intended for a planned increase in enrollment, and therefore no new added traffic is anticipated. Furthermore, the current enrollment for the preschool is 165 students, and the current enrollment for the academy is 187 students. The applicant also indicated as recently as the 2015-2016 school year, the preschool enrollment was 185 students, and the enrollment for the academy was 232 students. The applicant states they do not anticipate student enrollment for either the preschool or the academy will exceed the enrollment of the 2015-2016 school year. In addition, the applicant indicates the existing pick-up and drop-off procedures will not be modified as part of the proposed building construction.

Since it is not proposed to increase enrollment beyond recent historical enrollment for the preschool or academy, we could support a waiver to not require a traffic study at this time; however, the Township may wish to impose a condition that if future on-site traffic operations create a safety or traffic issue which impacts traffic conditions along Little Conestoga Road or Park Road, then the applicant would be required to conduct a study if requested by the Township, and the applicant would be required to implement any needed solutions to improve traffic operations subject to review by the Township.
2. SALDO Section 162-27.1.F – The ordinance allows only one driveway per property in the C1 District; however, we understand this may not be feasible since this is an existing site. However, at minimum, if there is ever any land development or site modifications to 250 or 260 Park Road in the future beyond providing a gravel, overflow parking lot, then we recommend access consolidation at that time.
3. SALDO Section 162-27.1 – Consistent with the spirit and intent of the Township's access management ordinance, the applicant should explore the feasibility of limiting/consolidating access, such as along Park Road, and providing a cross-access connection between 213 Little Conestoga Road, 250 Park Road, and 260 Park Road. At minimum, this should be addressed in the future if there is ever any land development or site modifications to 250 or 260 Park Road beyond providing a gravel, overflow parking lot, as described above.
4. SALDO Section 162-28.A and 162-28.E – Based on the plans, it appears the 260 Park Road property does not provide an adequate half width right-of-way for a minor

collector. As such, the applicant should provide a minimum 25-foot half width right-of-way along Park Road along the 260 Park Road property. This proposed right-of-way should be labeled "Required Right-of-Way (To Be Dedicated to Upper Uwchlan Township)." In addition, the proposed right-of-way along Little Conestoga Road should relabeled from ultimate right-of-way to "Required Right-of-Way (To Be Dedicated to Upper Uwchlan Township)."

5. SALDO Section 162-41 –Detailed designs of the reconstructed curb ramp on the north side of Park Road opposite the pedestrian crossing of Park Road should be provided, including separate grading details, and all dimensions for construction, including widths, lengths, and all slopes to assist during construction.
6. ZO Section 200-73.D(5) – The plans should be revised to indicate the new handicap parking space pavement markings are proposed (not existing).
7. ZO Section 200-73.H(3) – The proposed parking supply for the site includes 140 paved parking spaces, and 84 gravel parking spaces, for a total of 224 parking spaces. This parking supply exceeds the parking supply requirements separately for the Church use (160 spaces required), and the combined day care/school use (171 spaces required). However, the paved parking supply (140 parking spaces) does not meet either of these requirements. As such, the Township should determine whether the spaces shown as gravel, overflow spaces at 250 and 260 Park Road should be improved to paved parking spaces.
8. Chapter 79-8.C – The proposed redevelopment is located in the Township's Act 209 Transportation Service Area, and is therefore subject to the Transportation Impact Fee of \$2,334 per weekday afternoon peak hour new trip. However, the applicant has indicated that the purpose of the expansion is to house the existing preschool and academy, and it is not proposed to expand enrollment for either of these uses, and therefore no new traffic is expected. As such, a traffic impact fee would not be required for this development. Alternatively, if there is the possibility of an enrollment increase and new added weekday afternoon peak hour traffic, then there would be two options: (1) if enrollment increases beyond the 2015-2016 school year enrollment based on the new building, then the added traffic could be determined based on a trip generation calculation according to the Institute of Transportation Engineers, or (2) a before and after site trip generation study could be conducted to confirm the increase in peak hour traffic.
9. Upon resubmission, the applicant's engineer should compose a response letter that describes how each comment has been addressed and where any plan and/or report revisions are located.

10. Additional comments regarding the traffic improvements and/or land development plans may follow upon receipt of future submissions.

VIII. TOWNSHIP PLANNING CONSULTANT COMMENTS
BRANDYWINE CONSERVANCY

Conditional Use Requirements

Half of the proposed addition falls in the R-2 Zoning District. The application form is missing a reference to Zoning Ordinance, Section 200-17.B(1), which states, regarding conditional uses, that "A building may be erected, altered or used, and a lot may be used or occupied for any of the following purposes and no other:

- A. Any use permitted by right in the R-1 District.
- B. The following uses when authorized as a conditional use by the Board of Supervisors subject to 200-116 of this chapter:
 - (1) "Educational or religious use."

Zoning Ordinance (ZO), Section 200-33.B(1) states, regarding conditional uses, "In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied, for any of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to 200-116 of this chapter. Conditional use approval in the C-1 Village District shall require full compliance with all applicable design standards set forth in 200-36, except where as a specific condition of approval, the Board provides for modification to such standards upon satisfactory demonstration by the applicant that full compliance is not practicable, based upon a preponderance of evidence.

- (1) "Educational or religious use."

Zoning Ordinance (ZO), Section 200-34.H states, regarding building size restrictions, "No individual building shall contain more than 6,000 square feet of total floor area, except where increased square footage above 6,000 is entirely within an additional story or stories above the first floor or where increased square footage above 6,000, and not limited to a 50% increase, is approved subject to conditional use approval and in accordance with all applicable design standards herein. For purposes of this section, an individual building shall be considered as a space or contiguous spaces fully separated from any other building. For purposes of this section, abutting buildings shall be considered as an individual building whether or not separated by permanent walls."

Site Context

The three parcels are located in the Village of Eagle. Two Class II Historic Resources are located on the 213 Little Conestoga Road parcel. The Windsor Church Parsonage at the intersection of Little Conestoga and Park Roads is noted in the 2001 PA Historical Resource Survey Form as a vernacular I-type house built in 1875 that is a Class II resource, and is described as “Although relatively intact, this house is not architecturally significant.” Windsor Baptist Church, built between 1869-72, is noted as a Class II resource in the 2001 PA Historical Resource Survey Form, which states that “The resource is relatively intact, and historically significant, yet has several additions.” It has two historic function categories, religion and funerary. The Seabolt House/Windsor Church Parsonage, a neighboring parcel home to the original parsonage for Windsor Baptist Church, is located at 240 Little Conestoga Road. The PA Historical Resource Survey Form indicates that the house and garage/shed building was built in 1830 and is a Class II resource.

Description of Plot Plans

Applicant should verify the data provided in the Zoning Table on Sheet 100, due to several inconsistencies that we noticed. For example, if the Applicant is submitting a Conditional Use application for all three parcels at 250 Park Road, 260 Park Road, and 213 Little Conestoga Road, the Zoning Data Table should indicate the total acreage for all three parcels that is zoned C-1 Village District as 9.09 acres.

Three buildings exist on the 213 Little Conestoga Road parcel, identified as an existing church, existing two-story building, and existing two-story dwelling, on the plans. The church has a total floor area of 22,000 square feet, the two-story building has total floor area of 1,474 square feet, and the two-story dwelling has a total floor area of 2,102 square feet. The site includes a playground, cemetery, and green house. 222 parking spaces are currently on the site. A sidewalk extends partially along the parcel, along Park Road, to a mid-block crosswalk south and west of Ticonderoga Blvd. A second sidewalk segment is located on the parcel, at the intersection of Little Conestoga and Park Roads. The two parcels to the south and east that are also owned by the Applicant, 250 and 260 Park Road, include trailers, sidewalk, and a two-story building with a total floor area of 4,824 square feet.

The submitted plans and elevation schematics propose removing the trailers from the 250 Park Road parcel and expanding the existing church with a three-story school addition with a total floor area of 27,570 square feet. When combined with the existing church, the new school addition and church building will equal 49,570 square feet in total floor area. The proposed school addition is long and rectangular, with variations in façade massing, rooflines, cladding color, and materiality, in particular along the façade facing Little Conestoga Road. The color scheme is primarily tan, green, and red, with a gray roof. Four street trees are proposed along Little Conestoga Road. 19 shrubs and 27 trees are proposed along portions of the site

File No. 18-11016T
July 3, 2019

boundaries north and west of the addition, including 15 deciduous trees and 12 evergreen trees. A sidewalk is proposed from the existing sidewalk along Park Road to an existing pathway due south of the proposed playground.

Recommended Conditions of Approval

Of primary concern to the Conservancy is the architectural design of the addition, specifically the overall building height and the design of the northwest facing façade, and its relationship to and site lines from Little Conestoga Road. We recommend the Land Development Plan be revised to reflect the following conditions of Conditional Use.

1. The Applicant shall demonstrate, to the satisfaction of the Township, the height of the proposed addition, by providing dimensioned elevation drawings for all four facades.
2. Due to the close proximity of the northwest facing façade in the R-2 Zoning District to the C-1 Village District, we suggest the Applicant demonstrate that the design of the addition and its relationship to surrounding buildings and landscaped areas mitigates any negative impacts of a long continuous building facade on the character of the C-1 Village District, as specified in Zoning Ordinance (ZO), Section 200-36.B.(1)(a) by: providing a perspective view rendering of the proposed building and site landscaping from Little Conestoga Road, specifically to show the visibility of the northwest facing façade from Little Conestoga Road.
3. Due to the close proximity of the northwest facing façade in the R-2 Zoning District to the C-1 Village District, we suggest the Applicant demonstrate that the design of the addition and its relationship to surrounding buildings and landscaped areas mitigates any negative impacts of a long continuous building facade on the character of the C-1 Village District by: incorporating elements and/or mitigating factors into the design of the northwest facing façade, visible from Little Conestoga Road, as outlined in ZO Section 200-36.B.(1)(a-d). In our opinion, the southeast façade facing Park Road, is a strong representation of the specifications in the Zoning Ordinance and is clearly depicted in the land development plans and renderings submitted by the Applicant.
4. The Applicant shall demonstrate, to the satisfaction of the Township, the roof materiality and wall outlined in ZO 200-36.B(1)(b) and ZO 200-36.B(1)(c). In our opinion, the Applicant has clearly provided a comprehensive representation of the architectural design of the proposed addition through the submitted renderings. We request the Applicant further clarify the materiality that is proposed for the roof and exterior walls.

Applicant has requested waivers from ZO Section 200-117.I for recreation, traffic, fiscal, and historic impact statements. We defer to the Township's traffic engineer, regarding the traffic impact statement waiver request. We support these Applicant's request for a waiver from

submitting a recreation impact statement, as they are providing a new, 5,600 square foot playground on the site to replace an existing playground, the request for an historic impact statement, and the request to waive the fiscal impact statement. While we support these waivers for the purposes of the Conditional Use Application, the waivers requested on Sheet 100 of the Revised Land Development Plan Set will require further review.

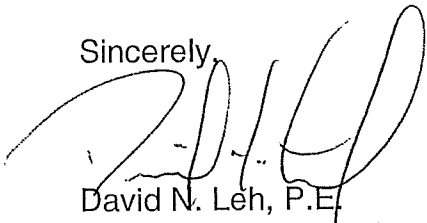
IX. TOWNSHIP SEWER CONSULTANT COMMENTS
ARRO CONSULTING, INC.

1. The existing sewer flow capacity for the site is 1,058 gallons per day, utilizing 225 gallons per Day/Equivalent Dwelling Unit (GPD/EDU) the sanitary sewer capacity required 4.7 EDUs. Based on the letter from the Windsor Baptist Church which provides information on the existing and future enrollments of the preschool and academy, this sewer capacity appears acceptable. We recommend that the Township reserve the right to evaluate water usage after the building is opened and require the purchase of additional capacity, if warranted.
2. If kitchen facilities are proposed within the new building, a concrete grease trap / interceptor should be installed on the sewer lateral. A detail of the proposed grease interceptor should be provided on the plans.
3. The sanitary sewer for 260 Park Road is connected to the sanitary lateral which transverses the 250 Park Road property and 213 Little Conestoga Road that generally parallels Park Road. All properties are owned by Windsor Baptist Church.
 - The above information should be duly noted on the Title Sheet, under the general notes.
 - The approximate location of this existing lateral for 260 Park Road should be shown on the Utility Plan.
 - It should be noted on the plans that the care shall be taken during the removal of the existing modular building on 250 Park Road as to not damage the existing service lateral.

This concludes our second review of the above referenced Preliminary Land Development Application as well as our review of the Conditional Use Application. We would recommend the plans be revised to address the above referenced comments. If you have any questions, please do not hesitate to contact me.

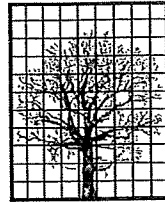
Cary B. Vargo, Upper Uwchlan Township Manager
Reference: Windsor Baptist Church – Proposed School Building
Preliminary Land Development Review
Upper Uwchlan Township, Chester County, PA
File No. 18-11016T
July 3, 2019

Sincerely,



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

cc: Upper Uwchlan Township Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Upper Uwchlan Township Historic Commission (via email only)
Sheila A. Fleming, ASLA, Brandywine Conservancy (via email only)
Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)
David M. Schlott, Jr., P.E., ARRO Consulting, Inc. (via email only)
Kristin Camp, Esq. – Buckley, Brion, McGuire, & Morris LLP (via email only)
Richard Ruth, Lionville Fire Company (via email only)
Thomas Ludgate, PE – Ludgate Engineering (via email only)



LUDGATE ENGINEERING CORPORATION

Waiver Requests

To: Upper Uwchlan Township
From: Thomas Ludgate PE PLS
Date: 7.10.19
RE: Waiver Requests – Windsor Baptist Church

On behalf of the applicant, we are requesting the following waivers from the Upper Uwchlan Township Subdivision and Land Development Ordinance and Stormwater Ordinance.

STORMWATER ORDINANCE RELIEF			
Section	Required	Relief (requested)	Reason (hardship)
152.306.I.(2) 6	Runoff infiltration	To not provide a stormwater management plan with infiltration	The soils testing did not realize any infiltration rate
SUBDIVISION AND LAND DEVELOPMENT ORDINANCE (SALDO) RELIEF			
Section	Required	Relief (requested)	Reason (hardship)
162-41.B	Sidewalk along Park Road and Little Conestoga Road	To not install the sidewalks	Park Road: There is existing sidewalk along Park Road for roughly half of the overall site frontage (this sidewalk then continues along the other side of Park); the remaining frontage has grades / slopes that would make sidewalk installation an issue Little Conestoga Road: There is existing sidewalk on the opposite side of the road; along the site frontage there is a slope, stormwater pipe, and cemetery wall that would make sidewalk installation an issue
162-57.C.(8) 6	Provide Street Trees along Park Road	To not install Street Trees along Park Road	The proposed development is closer to the Little Conestoga Road frontage; the Park Road frontage is not being directly impacted by this development
162.57.C.(6)(c) & 162.57.D.(4)(a)	Street Tree height and caliper at planting	To allow Street Trees at lower height (and associated caliper) at planting	The Little Conestoga Road frontage and site area is approx. 4' higher than the roadway elevation; the smaller trees (at planting) will be partially mitigated by this elevation
162.57.C.(7) & 162.57.C.(7)(b)	Provide Landscaping at existing parking lots	To not provide additional landscaping at the existing parking lots	The existing parking lots near Park Road have a grass buffer between the roadway and the parking; the existing parking along Little Conestoga is directly against the roadway – with the location of the existing church

			building, there is not extensive area for landscaping
162.9.H	To prepare a traffic study	To not prepare a traffic study	The proposed development will not realize an increase in overall traffic as the overall church size is not increasing, the pre school census is not increasing and the academy census is not increasing
162.27.1.F & 162.27.1	Driveway Count	Not to reduce existing driveways	The proposed development will not impact the existing driveways. The existing driveways (along Park) serve the 3 lots (and for overflow from the church and academy during major events).

Thank you for your review of this request.
TBL



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Shanna Lodge
Acting Township Manager

RE: 125 Little Conestoga Road (Profound Technologies)– Proposed Building Expansion Preliminary / Final Land Development Plan

DATE: November 15, 2019

The Board is requested to review the land development plan for the above referenced project and if possible, **grant Preliminary/Final Approval.**

As the Board is aware, the Applicant is proposing to construct a two-story building addition with proposed parking areas at their existing location along Little Conestoga Road. As the Board will also recall, the required Conditional Use was granted in September. A zoning variance was also required for the setback for the loading area and was granted in June. As such, the land development application has now been submitted.

The Applicant is requesting a waiver from Section §162-7.B. to permit this plan to be considered a "Preliminary / Final" Application.

The Planning Commission reviewed the plan and recommended Preliminary / Final Approval, as well as approval of the waiver, at their November 14th meeting. The Planning Commission's recommendation includes compliance with all comments in the Gilmore letter, including Brandywine's comment to provide a pedestrian access from the sidewalk along Little Conestoga Road to the building. The Applicant has concerns about this connection and would like to discuss with the Board.

Attachments:

Gilmore's Review Letter dated November 6, 2019
Land Development Plan last revised October 14, 2019



UPPER UWCHLAN TOWNSHIP MOTION

The Board of Supervisors of Upper Uwchlan Township at their November 18, 2019 meeting hereby grant **Preliminary Land Development Approval** of a plan titled "125 Little Conestoga Road", prepared by DL Howell & Associates, dated November 9, 2018, last revised October 14, 2019.

The following conditions accompany the approval:

1. The plans shall be revised to comply with Gilmore & Associates, Inc. review letter dated November 6, 2019.
2. All conditions set forth in the September 16, 2019 Conditional Use Decision & Order shall be adhered to.
3. A waiver is hereby granted from Section 162-8.B. to permit this submission to be considered a Preliminary/Final Application.
4. The Applicant shall install 3 village style street lights along their Little Conestoga Road frontage instead of the 5 as Brandywine Conservancy suggested.
5. The applicant shall provide samples of the proposed exterior material for the building addition to the Township's Historical Commission for their review.
6. The Applicant shall pay a traffic impact fee in the amount of \$18,672. This fee shall be paid at the time of building permit application

A sight distance analysis was prepared for the proposed site driveway. In general, recommended safe sight distances and speed posted limit and roadway grades. The existing sight distance at the proposed driveway was measured in accordance with PennDOT Publication 282 Highway Occupancy Permit Guidelines and compared to PennDOT's desirable sight distance standard, which is identified in 67 PA Code Chapter 441.9(b). "Access to and Occupancy of Highways by Driveways and Local Roads." In addition, existing sight distances at the proposed driveways were compared to PennDOT's safe stopping sight distance standard, which is calculated by the following equation:

```
DES = PENNDOT DESIRABLE SIGHT DISTANCE *
SSSD = PENNDOT MINIMUM SAFE STOPPING SIGHT DISTANCE (REQUIRED SIGHT
DISTANCE) **
EXIST = EXISTING (MEASURED) SIGHT DISTANCE (AVAILABLE SIGHT DISTANCE)

1 = ROADWAY GRADE APPROACHING DRIVEWAY
2 = BASED ON POSTED SPEED
3 = BASED ON TRAVEL SPEED
N/A = NOT APPLICABLE, RIGHT-IN/RIGHT-OUT DRIVEWAY
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** TO THE LEFT

$$SSSD = 1.47(35)(2.5) + 35^2 / 30(0.34 - 0.021)$$

$$= 128.63 + 128.00$$

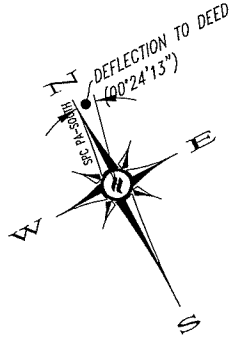
$$= 256.63$$

** TO THE RIGHT

$$SSSD = 1.47(35)(2.5) + 35^2 / 30(0.34 + 0.064)$$

$$= 128.63 + 101.07$$

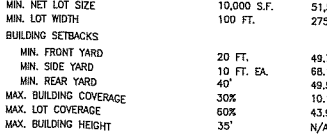
$$= 229.7$$



1250 Wrights Lane
West Chester, PA 19380
Phone: (610) 918-9002
Fax: (610) 918-9003

NO.	DATE	DESCRIPTION
1	03/25/19	REMOVED PER THE TOWNSHIP'S REVIEW LETTER DATED 04/28/19
2	10/14/19	REMOVED PER THE TOWNSHIP'S REVIEW LETTER DATED 01/04/19
3		
4		
5		
6		
7		
8		

DATE:	11/09/18
SCALE:	1"=20'
DRAWN BY:	ADM
CHECKED BY:	CMD
PROJECT NO.:	3155
CAD FILE OF LAND DEVELOPMENT BUILDING	
PLOTTED:	10/14/19
DRAWING NO.:	C01.2
SHEET	02 of 14





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 6, 2019

File No. 18-07009T

Shanna P. Lodge
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

Attention: Shanna P. Lodge, Assistant Township Manager

Reference: 125 Little Conestoga Road
Preliminary/Final Land Development Review
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Gilmore & Associates, Inc. (G&A) is in receipt of the following information prepared and submitted by D.L. Howell & Associates, Inc. (DL) on behalf of RIP Holdings, LLC, the applicant:

- Response Letter dated October 14, 2019.
- Preliminary/Final Land Development Plan consisting of fourteen (14) sheets titled, "125 Little Conestoga Road", prepared for Profound Technologies, dated November 9, 2018, last revised October 14, 2019.
- Stormwater Management Report titled, "125 Little Conestoga Road", dated November 9, 2018, last revised October 14, 2019.
- Proposed Building Renderings, undated.

The subject site is comprised of one (1) parcel (TMP 32-4-38.3) located along Little Conestoga Road approximately 100 feet northwest of the intersection of Little Conestoga Road (S.R. 4016) and Pottstown Pike (S.R. 0100). The property is located in the C-1 Village Commercial Zoning District.

G&A, as well as other Township Consultants, has completed our third review of the above referenced preliminary/final land development application for compliance with the applicable sections of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and Stormwater Management Ordinance, and wish to submit the following comments for your consideration.

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

Please note that comments with a **(V)** or **(CU)** require relief from the Township Ordinances. A **(V)** denotes a variance may be required or has previously been granted, and a **(CU)** denotes that a conditional use is required or has previously been granted.

Comments in *italics* are from our previous review letter, and comments in **bold text** require resolution by the applicant. Previous comments which have been satisfactorily addressed are not repeated herein.

I. OVERVIEW

The Applicant is proposing to construct a two-story building addition with proposed parking areas. This paved area will take access from the existing paved driveway entrances along Little Conestoga Road. The total increase in impervious surface coverage onsite is approximately 8,159 square feet, and the total proposed disturbance for the construction is approximately 0.99 acres. Two proposed infiltration beds, associated inlets, and piping are proposed to control the runoff from the proposed improvements. A retaining wall approximately three feet in height at its maximum is proposed along the eastern and southern edges of the property, as some of the paved area is lower than the existing grade. The applicant is also proposing a pathway at the property frontage within the right-of-way of Little Conestoga Road with an associated retaining wall located on the subject property. Retaining walls are to be designed by others. There are no existing wetlands on the site.

II. ZONING ORDINANCE REVIEW

1. **(CU)** *§200-34.H.* – *No individual building shall contain more than 6,000 square feet of total floor area. The total proposed building footprint is 8,307 square feet. The Applicant shall contact the Township Zoning Officer as to whether a conditional use or zoning variance is required.*

The Applicant intends to file a Conditional Use Application.

A conditional use was approved for the increased building size on September 16th, 2019 by the Board of Supervisors.

2. *§200-36.B.(1)* – *To the extent practicable, all new construction and/or additions to existing structures within the C-1 Village District shall be designed with either a traditional village architectural character or may be a contemporary expression of traditional styles and forms, respecting the scale, proportion, roof pitch, character, and materials of historic examples in Byers, Eagle and the surrounding area, in accordance with the following standards listed in this section.*

An architectural rendering shall be provided verifying these requirements have been met.

An architectural rendering has been submitted. We defer to the Township Planning Consultant for their review; however, the architectural rendering shall be incorporated into the Land Development Plan Set.

The Applicant has provided a rendering of the proposed building; however, it is not part of the Land Development Plan Set. In the Conditions of Approval, the specific design for the architecture for the Addition and Existing Building shall be further discussed with the Planning Commission and Historical Commission as part of their review of the land development plans and ultimately approved by the Board as part of final land development approval. Once approved, these renderings shall be incorporated into the Land Development Plan Set.

3. *§200-73.H.(1)* – *Please indicate how the parking tabulation is calculated based on the table provided for “Commercial Uses, Industrial Uses, and Services” in this section of the ordinance. It is unclear how the provided parking tabulation is calculated from the ordinance based on proposed number of employees.*

The Applicant indicates there are twenty-five (25) employees and is providing forty-two (42) parking spaces. It should be determined during the conditional use process what the maximum permitted number of employees will be.

The Board of Supervisors approved the 42 parking spaces as part of the conditional use decision on September 16th, 2019.

4. (V) *§200-74.A.(1)* – *No permitted or required loading area shall be located within 50 feet of a property line. It appears the proposed loading area is located closer than 50 feet from the Southeastern property line and the front yard property line. The location of the proposed loading area shall be revised or a variance sought.*

The Applicant has provided a 15 foot by 60 foot loading area on the plans, which is approximately 49.42 feet from the front property line (right-of-way line). The Applicant intends to request a zoning variance from this requirement. A requested variance should be listed on the Cover Sheet. In addition, the Township Traffic Consultant should review the loading area for adequate vehicular accessibility.

A variance was granted from this requirement from the Zoning Hearing Board on June 3rd, 2019.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW COMMENTS

1. **(W) §162-7.B.(2)(b) & (c)** – This plan has now been submitted as a “ Preliminary / Final” Application. Although the plan has been previously reviewed, Preliminary Approval was never granted. As such, if it is the Applicant’s intent to seek “Preliminary / Final Approval” at this time, a waiver is required from this section. We would have no objection to this waiver if it were to be requested.

IV. STORMWATER MANAGEMENT ORDINANCE REVIEW

All previous stormwater management comments have been addressed.

V. GENERAL COMMENTS

1. *A Highway Occupancy Permit will be required from PennDOT for the proposed access as well as connection to storm sewer within the existing right-of-way.*

The Applicant acknowledges this comment and will file a Highway Occupancy Permit Application upon receiving a decision on Conditional Use.

It is our understanding the Applicant has submitted a Highway Occupancy Permit Application to PennDOT.

2. *Please clarify the listed proposed side yard distance of 102.1 feet provided in the Zoning Table. This value appears to be incorrect.*

This still has not been updated in the Zoning Table. Also, label the front and side yard distances for the proposed building on the Land Development Plan sheet as in previous submission.

Please Update the proposed side yard setback distances in the Zoning Data Table on the Cover Sheet and the Land Development Plan sheet to match what is shown on the plans. (The proposed column says 31.7/102.1, but the plan references 37.7 and 130.5)

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

1. SALDO Section 162-27.1.F – The applicant is requesting a waiver to allow two driveways for this property. Since it is proposed that the existing western driveway will be restricted to exiting traffic only, and the eastern driveway will be restricted to entering traffic only, we could support this waiver.

2. SALDO Section 162-27.1 – The plans show a 30-foot wide conceptual location of future access easement for connection to the adjacent properties on the south side of the subject property. We recommend that this conceptual access easement should be established as part of this land development, so that the properties along Little Conestoga Road can be connected in the future. The applicant should review this access easement with the Township and the Township Solicitor.
3. SALDO Section 162-28.A and 162-28.E – The applicant is requesting a partial waiver to allow roadway widening along Little Conestoga Road of less than the required 16-foot half width cartway. The applicant proposes a 14-foot half width cartway along Little Conestoga Road which is recommended in the Township's Village Transportation Plan, and as such, we could support a partial waiver to reduce the amount of road widening.
4. SALDO Section 162-28.A and 162-28.E – General Note 1 on sheet 1 should be revised to read as follows:

“The Record Owner and its successors and assigns in ownership of Tax Parcel 32-4-38.3 shall convey and dedicate in fee to Upper Uwchlan Township upon demand, at no cost, the land area between the existing legal right-of-way line and the ultimate right-of-way line along Little Conestoga Road (S.R. 4016) to be used for public road purposes, sidewalks, utilities, and other public purposes.”
5. Please revise the placement of the “No Left-Turn” signs at the eastern right-in only driveway to match the Highway Occupancy Permit plans.
6. The road widening and sidewalk improvements require a PennDOT Highway Occupancy Permit (HOP) since Little Conestoga Road (S.R. 4016) is a State Road. The applicant should copy the Township on all submissions and correspondence with PennDOT.
7. Chapter 79-8.C – The proposed development is located in the Township's Act 209 Transportation Service Area, and is therefore subject to the Transportation Impact Fee of \$2,334 per weekday afternoon peak hour new trip. Based on the ITE publication *Trip Generation, 10th Edition*, the proposed office expansion will generate eight additional weekday afternoon peak hour trips based on the proposed 19 employee expansion. As such, the number of trips subject to the Township's Transportation Impact Fee is **eight**, and the resultant Transportation Impact Fee is **\$18,672**.
8. Upon resubmission, the applicant's engineer should compose a response letter that describes how each comment has been addressed and where any plan and/or report revisions are located.

9. Additional comments regarding the traffic improvements and/or land development plans may follow upon receipt of future submissions.

VII. TOWNSHIP PLANNING CONSULTANT COMMENTS
BRANDYWINE CONSERVANCY

1. **Pedestrian Access.** We recommend the Applicant update the plans to provide a sidewalk linking the proposed sidewalk along Little Conestoga Road with the entrance of the proposed addition, in keeping with *Zoning Ordinance (ZO) 200-36.C(1)*. A 5-foot-wide sidewalk, 35 feet in length would result in an additional 175 SQ FT of impervious surface. When combined with the proposed impervious surface specified on the revised preliminary/final land development plans, the total impervious surface for the entirety of the site would be 30,789 SQ FT, resulting in a total percentage of 59.7% lot coverage, below the 60% maximum outlined in ZO 200-34.E(2). Landscaping adjacent to the proposed addition entrance should be adjusted to allow for the sidewalk connection to occur.
2. **Street Lighting.** We recommend the Applicant install five (5) streetlights along the length of the proposed sidewalk along Little Conestoga Road, at 50-foot intervals, in keeping with Upper Uwchlan Township's Village Design Guidelines for Lighting.
3. **Conditional Use Approval Conditions and Architectural Design.** The Board of Supervisors granted Conditional Use Approval on September 16, 2019, subject to conditions. Condition 2 indicates that the "design for the architecture for the Addition and Existing Building shall be further discussed with the Planning Commission and Historical Commission as part of their review of the land development plans." We commend the Applicant on modifying the design of the addition to include the use of stucco and ribbed panels, modification of the fenestration including the size, number, and style of windows, and the incorporation of a pitched roof with overhanging eaves. We defer to the Planning Commission and Historical Commission on any further recommended changes to the design of the proposed addition.

VIII. TOWNSHIP SEWER CONSULTANT COMMENTS
ARRO CONSULTING, INC.

1. ARRO previously recommended that 228 GPD or 1.01 additional EDU be required and purchased for this project. Additionally, the Township should reserve the right to review water usage in the future and require the purchase of additional sanitary sewer capacity if warranted. The required additional capacity will need to be purchased.

IX. TOWNSHIP LIGHTING CONSULTANT COMMENTS
STUBBE CONSULTING LLC

1. Control/Hrs of Operation – It was recommended Applicant be requested to specify or describe on Lighting Plan, the on/off control device(s) to be used to automatically energize and extinguish exterior lighting nightly, and at what time the lighting is to be extinguished.

Applicant's Response: Sheet 12 Note 3 revised to provide additional data per this comment.

Issue judged to have been resolved, no further action deemed necessary.

2. Landscaping – Overlooked on the past review is the proposed location of a Linden Plane and a Black Gum tree to the left and above the Type B5M-2 luminaire, which at maturity or before, are judged to provide significant blockage of the output of the Type B5M-2 luminaire assembly illuminating the paved driveway. **It is recommended Applicant be requested to take appropriate corrective action to resolve this light-blockage issue.**

X. TOWNSHIP HISTORICAL COMMISSION COMMENTS

At their October 28, 2019 meeting, the Historical Commission reviewed the renderings and elevations previously provided and new renderings provided October 28, 2019, which were generated at the request of the Upper Uwchlan Township Planning and Historical Commissions after initial review of the Application.

The Historical Commission agreed to approve the structure as displayed in the October 28, 2019 rendering with the condition that the Applicant provide a physical sample of the materials to be used on the exterior of the building, specifically the materials for the black-colored pillars and for the fiber cement ribbed panels.

This concludes our third review of the above referenced Preliminary / Final land development application. We would recommend the plans be revised to address the above referenced comments. If you have any questions, please do not hesitate to contact me.

Shanna P. Lodge, Upper Uwchlan Township Assistant Manager

Page - 8 -

Reference: 125 Little Conestoga Road

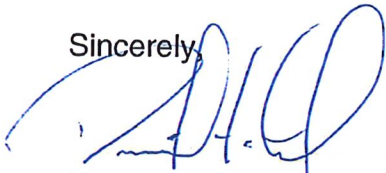
Preliminary/Final Land Development Review

Upper Uwchlan Township, Chester County, PA

File No. 18-07009T

November 6, 2019

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Leh', is written over the word 'Sincerely,'.

David N. Leh, P.E.

Municipal Services Manager

Gilmore & Associates, Inc.

cc: Upper Uwchlan Township Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Al Gaspari – Township Zoning Officer
Kristin Camp, Esq. – Buckley, Brion, McGuire, & Morris LLP
Sheila A. Fleming, ASLA, Brandywine Conservancy (via email only)
Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)
G. Mathew Brown, P.E., ARRO Consulting, Inc. (via email only)
David Schlott, P.E., ARRO Consulting, Inc. (via email only)
C. Stanley Stubbe, Stubbe Consulting, LLC (via email only)
Christopher M. Daily, P.E., D.L. Howell & Associates, Inc. (via email only)
Kevin A. Busza, RIP Holdings, LLC (via email only)



DLHowell

Civil Engineering & Land Planning
www.DLHowell.com

November 14, 2019

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

Reference: 125 Little Conestoga Road
Preliminary/Final Land Development Plan and Waiver Requests

Dear Board of Supervisors:

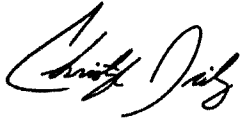
The applicant is seeking approval of the following waiver requests from the Township's Subdivision and Land Development Ordinance for the above-referenced project. They are as follows:

1. A waiver is being requested from Section 162-7.B.(2)(b) and (c) of the Subdivision and Land Development Ordinance which requires separate preliminary and final plan submissions in order for the plan to be considered as a Preliminary/Final Land Development Plan. This waiver is being requested since the plans were prepared to comply with both Preliminary and Final Plan requirements and have been reviewed previously during the conditional use and zoning hearing board processes.
2. A waiver is being requested from Section 162-27.1.F. of the Subdivision and Land Development Ordinance, to the extent required, which requires one driveway per property. Section 162-27.F.1(2) permits more than one access if the access is necessary to accommodate traffic to and from the site and can be achieved in a safe and efficient manner. This waiver is being requested in order to facilitate circulation of delivery vehicles for accessing the proposed loading area. One-way access is proposed at both driveway locations with the eastern driveway restricted to entering traffic only and the western driveway restricted to exiting traffic only.

3. A partial waiver is being requested from Sections 162-28.A. and 162-28.E. from the Subdivision and Land Development Ordinance which require a 16-foot half width cartway for the eastbound lane of Little Conestoga Road that fronts the applicant's property. This waiver is being requested because the applicant is proposing to widen the eastbound lane to a 14-foot half width per the recommendation in the Township's Village Transportation Plan.

Thank you for consideration of these Waiver Requests.

Sincerely,
D.L. Howell & Associates, Inc.

A handwritten signature in black ink, appearing to read "Chris Daily", written in a cursive style.

Christopher M. Daily, P.E.
Project Engineer





UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Shanna Lodge
Acting Township Manager

RE: Starbucks at Eaglepointe Village – Preliminary / Final Land Development Plan

DATE: November 15, 2019

The Board is requested to review the land development plan for the above referenced project and if possible, **grant Preliminary / Final Approval.**

As the Board is aware, J. Loew proposes to utilize the previous Key Bank site as a Starbucks Coffee Shop. The required Conditional Use has been granted and a land development application has now been made.

The Applicant is requesting a waiver from Section §162-7.B. to permit this plan to be considered a "Preliminary / Final" Application.

The Planning Commission reviewed the plan and recommended Preliminary / Final Approval, as well as approval of the waiver, at their November 14th meeting.

Attachments:

Preliminary / Final Land Development Plan, last revised September 25, 2019
Gilmore's Review Letter dated November 6, 2019



UPPER UWCHLAN TOWNSHIP MOTION

The Board of Supervisors of Upper Uwchlan Township at their November 18, 2019 meeting hereby grants **Preliminary / Final Land Development Approval** of a plan prepared by EB Walsh & Associates, Inc., dated September 18, 2019, last revised September 25, 2019.

The following conditions accompany the approval:

1. The plans shall be revised to comply with Gilmore & Associates, Inc. review letter dated November 6, 2019.
2. All conditions set forth in the July 24, 2019 Conditional Use Order shall be adhered to.
3. A waiver is hereby granted from Section 162-8.B. to permit this submission to be considered a Preliminary/Final Application.
4. The Applicant shall pay a traffic impact fee in the amount of \$67,686. This fee shall be paid at the time of building permit application.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 6, 2019

File No. 03-0307T2

Ms. Shanna P. Lodge
Upper Uwchlan Township Assistant Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: Starbucks at Eaglepointe Village
Preliminary / Final Land Development Application
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Gilmore & Associates, Inc. (G&A) is in receipt of the following information prepared and submitted by E. B. Walsh & Associates, Inc. (EBW) on behalf of Eagle Retail Associates, L.P., the Applicant:

- Applicant for Final Subdivision / Land Development.
- Plan set consisting of five (5) sheets titled "Land Development Plan of Starbucks at Eaglepointe Village," dated September 18, 2019, last revised September 25, 2019.

The subject property is the former Key Bank site within the Eaglepointe Village Shopping Center located at 300 Simpson Drive.

G&A, as well as other Township Consultants, have completed our first review of the above referenced Land Development Application for compliance with the applicable sections of the Township's Zoning Ordinance and Subdivision and Land Development Ordinance, and wish to submit the following comments for your consideration.

Please note that comments with a **(CU)**, **(RW)** or a **(W)** may require relief from the Township Ordinances. A **(CU)** denotes conditional use approval has been granted, **(RW)** denotes a requested waiver, and a **(W)** denotes a waiver that has not been requested.

I. OVERVIEW

The site is zoned C-1 Village District. The existing building is 3,500 SF with thirty-four (34) existing parking spaces. There are existing drive-through lanes which will be converted to one

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drive-thru lane. The site has one (1) existing access point from within the Shopping Center access drive. Minor exterior construction is proposed in conjunction with this application.

The applicant proposes to utilize the 3,500 SF building as a Starbucks Coffee Shop. The applicant indicates the facility will operate with approximately seven (7) employees per shift.

II. ZONING ORDINANCE REVIEW COMMENTS

1. **(CU)** §200-33.B.(5) – A Conditional Use to permit an individual retail store, shop or establishment with drive-thru service has been granted at the July 24th, 2019 Board of Supervisors Meeting.
2. §200-98 – The Applicant shall provide a comprehensive signage plan as part of the plan set as required by the conditions of the Decision and Order of the Conditional Use Application. The signage plan shall be reviewed by the Township Historical Commission for recommendations to sign area, height and lighting.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW COMMENTS

1. **(W)** §162-7.B.(2)(b) & (c) – This plan has been submitted as a "Final Plan". If it is the Applicant's intent to review this as a "Preliminary / Final Application, a waiver is required from this section. We would have no objection to this waiver if it were to be requested.
2. §162-9.B.(1)(i) – Please label/title the approved conditional use information provided on the Site Plan, Sheet 2.
3. §162-9.B.(2)(b)[4] – Provide zoning information, including applicable district, lot size, and yard requirements on the plans.
4. §162-9.B.(2)(b)[6] – Please remove the duplicate north arrow from the Cover Sheet, Sheet 1. Please add the revision date and description to the Site Plan, Sheet 2.
5. §162-9.C.(2)(a)[8] – It appears from the Grading Plan that the proposed inlet has a top of grade higher than surrounding spot elevations along the curblane and will not collect runoff as designed.
6. §162-9.E.(1)(g) – Provide the limit of disturbance on the Erosion & Sedimentation Control Plan.
7. §162-39.H. – Provide a detail for the depressed curb area. Also, provide spot elevations for the depressed curb location along the drive-thru lane interior.

IV. GENERAL COMMENTS

1. Clarify what appears to be hatching on the Erosion & Sedimentation Control Plan is for.
2. Provide a detail for the proposed concrete island and proposed concrete slab as labeled on Site Plan, Sheet 2.
3. Provide spot elevations at the location of the extended existing sidewalk near the building. In addition, it appears there is an inaccurate existing spot elevation at this location (496.25).

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

Conditional Use Order

1. Conditional Use Order Section 3 – The following comments pertain to the design of the reconfigured drive-through lane, which has been modified since the conditional use application process:
 - a. The applicant should demonstrate that 10 stacking spaces are provided with the drive-through lane.
 - b. The design of the drive-through lane has been revised by shifting the entrance of the drive-through lane west so it is adjacent to the existing parking aisle. As part of this revision, the seven parking spaces have been relocated to the east side of the drive-through lane. This shift allows further separation of the entrance and exit points of the drive-through lane, and allows drive-through traffic the opportunity to exit the drive-through lane in the event of an emergency at two locations (i.e., just north of the proposed menu board via mountable curb, as well as via the new parking aisle for the seven parking spaces by traversing the painted gore area). However, we recommend the mountable curb area should be expanded/lengthened to provide additional space for vehicles to exit the drive-through in this area.
2. Conditional Use Order Sections 5 and 6 – Please provide truck turning templates which depict the Township's largest emergency vehicle, as well as the largest anticipated delivery vehicles that will visit the site. In addition, the plans should clearly delineate the proposed loading areas that will be used for delivery vehicles. The Township's emergency service personnel should review the plan as it relates to emergency vehicle access.

File No. 03-0307T2
November 6, 2019

3. Conditional Use Order Section 7 – The applicant should provide a parking tabulation which calculates the required parking supply for the coffee shop, which requires one parking place per two seats and one parking space per employee. In addition, the plan should clearly delineate the location of these parking spaces on the coffee shop pad site, as well as within the Acme parking lot immediately to the west of the coffee shop pad site.
4. Conditional Use Order Section 9 – If after a minimum of 90 days the Township observes queuing of vehicles onto the shopping center drive aisles, Simpson Drive, and/or Pottstown Pike, the applicant may be required to complete a traffic study which evaluates the drive-through queuing issues. The study should also recommend feasible improvements to the shopping center drive aisles or Simpson Drive, which the applicant would be required to complete. The scope of this study, if required, should be discussed with our office prior to completion of the study.

Land Development Plans

5. SALDO Section 162-28.A – It appears the existing legal right-of-way, as well as the ultimate right-of-way along the property frontage is less than a 40-foot half-width. As such, additional ultimate right-of-way should be provided along PA Route 100 so that a 40-foot half width ultimate right-of-way is provided to meet this requirement. In addition, a note should be added to the plans, which reads as follows:

“The Record Owner and its successors and assigns in ownership of Tax Parcel 32-4-38.11 shall convey and dedicate in fee to Upper Uwchlan Township upon demand, at no cost, the land area between the existing legal right-of-way line and the ultimate right-of-way line along Pottstown Pike (S.R. 0100) to be used for public road purposes, sidewalks, utilities, and other public purposes.”
6. The plans should be revised to show all traffic signs to enforce one-way traffic flow within the drive-through lane, as well as to separate the drive-through traffic and the two-way parking maneuvers immediately west of the drive-through lane exit. As such, the following information should be provided:
 - a. Provide a solid painted line extending from the drive-through concrete island south to a point four feet north of the proposed cross walk at the end of the drive-through lane.
 - b. Provide a stop bar for traffic exiting the drive-through. The stop bar should be located a minimum of four feet from the edge of the crosswalk at the end of the drive-through lane.

c. Provide a Do Not Enter sign at the northern end of parking aisle immediately west of the drive-through aisle.

7. Please provide a vehicle turning template to demonstrate the ability of a passenger vehicle to back out of the northernmost parking space of the seven parking spaces provided on the east side of the drive-through lane without interfering with drive-through traffic. It may be necessary to increase the curb radius immediately north of this space to facilitate vehicles exiting this parking space.
8. Chapter 79-8.A – The trip generation analysis indicates the proposed redevelopment of the site will generate more traffic than the previous bank use, and the trip generation difference (76 coffee shop trips – 47 bank trips = 29 additional weekday afternoon peak hour trips) will be subject to the Township's the Transportation Impact Fee. As such, the number of trips subject to the Transportation Impact Fee is 29, and the resultant Transportation Impact Fee is \$67,686.

VI. TOWNSHIP PLANNING CONSULTANT COMMENTS
BRANDYWINE CONSERVANCY

The Township Planning Consultant has indicated they have no comments at this time.

VII. TOWNSHIP SEWER CONSULTANT COMMENTS
ARRO CONSULTING, INC.

1. The site was formerly a bank that is presently connected to the sanitary sewer system and the wastewater generated is treated at the Eaglepointe Wastewater Treatment Plant (WWTP). The proposed use is a Starbucks Coffee Shop and will likely utilize more than the 225 GPD of capacity which was purchased for this sewer connection. In order to determine the necessary wastewater capacity, water consumption usage records (1 year minimum) from a similarly sized establishment with a drive-thru should be provided. Additionally, the Township should reserve the right to review water usage in the future and require the purchase of additional sanitary sewer capacity if warranted.
2. The existing sewer lateral for the building should be shown on the plan.
3. Wastewater discharge shall be in compliance with the Regulations for the Discharge of Non-Residential Waste into the Upper Uwchlan Township Municipal Authority's Sewerage System, Resolution #10-20-04-15, dated October 20, 2004. The Township personnel and/or agent shall have access to the site for implementation of this resolution. This needs to be noted on the plans.

Ms. Shanna P. Lodge, Upper Uwchlan Township Assistant Manager
Reference: Starbucks Coffee – Eaglepointe Village Shopping Center
Final Land Development Application
Upper Uwchlan Township, Chester County, PA
File No. 03-0307T2
November 6, 2019

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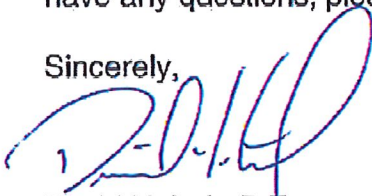
VIII. TOWNSHIP LIGHTING CONSULTANT COMMENTS
STUBBE CONSULTING, LLC.

Insufficient information has been provided to allow adequate assessment of whether the pole relocation will result in lighting levels and uniformities at grade per Ordinance requirements.

It is recommended Applicant be requested to submit a plot of maintained footcandles at grade that would result from the pole relocation, i.e. a minimum of 0.2 maintained footcandles at grade on parking pavement. If the luminaires are to be upgraded it is recommended information regarding the proposed replacements be fully described and submitted for review and approval.

This concludes our first review of the above referenced Land Development Application. We would recommend the plans be revised to address the above referenced comments. If you have any questions, please do not hesitate to contact me.

Sincerely,



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

cc: Upper Uwchlan Township Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Al Gaspari – Township Zoning Officer
Kristin Camp, Esq., Buckley, Brion, McGuire & Morris, LLP (via email only)
Sheila A. Fleming, ASLA, Brandywine Conservancy (via email only)
Christopher J. Williams, P.E., McMahon Assoc., Inc. (via email only)
David M. Schlott, Jr., P.E., ARRO Consulting, Inc. (via email only)
Timberlake M. Townes, Eagle Retail Associates, LP (via email only)
Andy Eberwine – EB Walsh & Associates, Inc. (via email only)



THE COUNTY OF CHESTER



COMMISSIONERS

Michelle Kichline
Kathi Cozzone
Terence Farrell

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515

October 25, 2019

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

Re: Land Development – Starbucks at Eaglepointe Village
Upper Uwchlan Township - LD-10-19-16093

Dear Ms. Jonik:

The Chester County Planning Commission has reviewed the proposed final land development plan as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code. The referral for review was received by this office on October 7, 2019. We offer the following comments to assist in your review of the proposed land development.

PROJECT SUMMARY:

Location:	west side of Route 100, opposite the intersection with Byers Rd.
Site Acreage:	14.15
Lots/Units:	1 lot
Non-Res. Square Footage:	Existing-no additional footage proposed.
Proposed Land Use:	Starbucks Coffee House with drive-through
Municipal Land Use Plan Designation:	C-1 Village District
UPI#:	32-4-38.11

PROPOSAL:

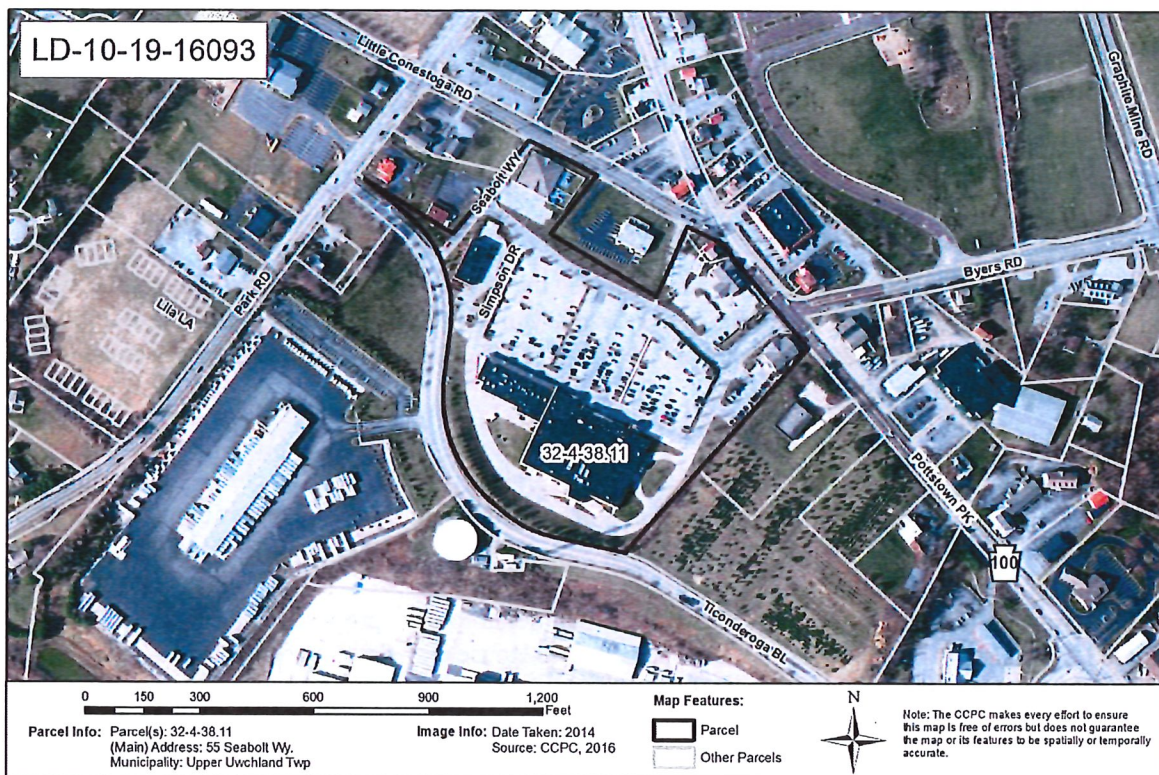
The applicant proposes the conversion of an existing bank building into a Starbucks Coffee House and redesign of the drive-through lanes. The project site is located in the C-1 Village zoning district; no new sewage disposal or water supply is proposed.

RECOMMENDATION: The County Planning Commission recommends that the issues raised in this letter should be addressed, and all Township issues should be resolved before action is taken on this land development plan.

COUNTY POLICY:

LANDSCAPES:

1. The project site is located within the **Suburban Center Landscape** designation of *Landscapes3*, the 2018 County Comprehensive Plan. The vision for the **Suburban Center Landscape** is regional economic, population and transportation centers with varying land uses, accommodating substantial future growth of medium to high intensity. Repurposing obsolete structures and sites and encouraging sustainable development will be critical as suburban centers grow, and transportation infrastructure and amenities will need to expand to create an integrated multimodal network. The proposed land development is consistent with the objectives of the **Suburban Center Landscape**.

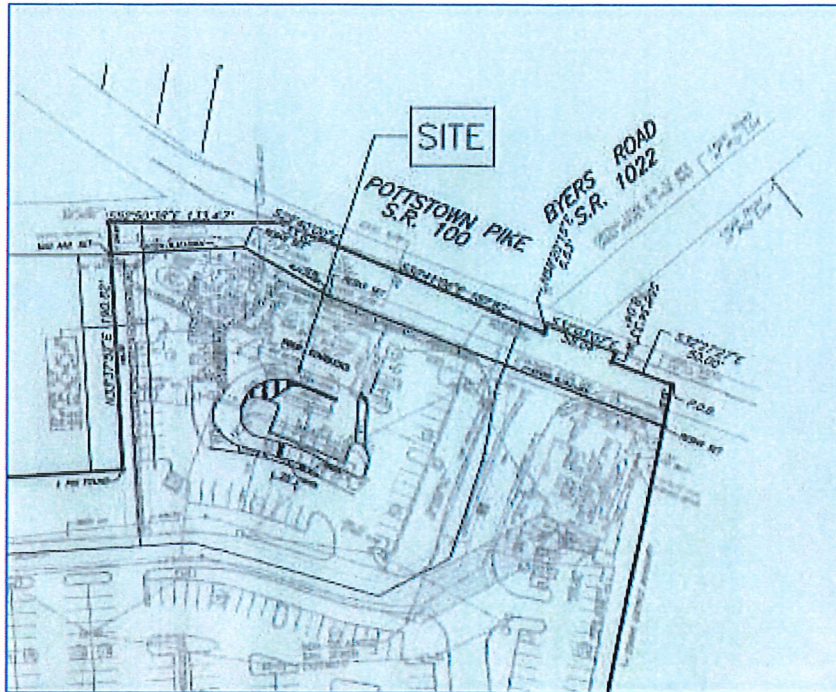


WATERSHEDS:

2. *Watersheds*, the water resources component of *Landscapes3*, indicates the proposed development is located within the Pickering Creek watershed. *Watersheds*' highest priority land use objectives within this watershed are: implementation of comprehensive stormwater management, protection of vegetated riparian corridors, and protection of first order streams. *Watersheds* can be accessed at www.chesco.org/water.

PRIMARY ISSUES:

3. The plan indicates the applicant received conditional use approval on July 24, 2019. The Township should verify that all applicable conditions of approval have been incorporated into the final plan.



Detail of the cover sheet of the plan

4. The circulation plan for the revised drive-through facilities creates several crossing movements for vehicles using the drive-through and those using the parking. It appears that vehicles using the escape lane could encounter vehicles head-on intending to park in one of the seven parking stalls located between the ordering station and the pick up window. The plan does not indicate any proposed one-way arrows on the pavement so the proposed approach to this parking bay is unclear. We recommend that the drive-through circulation be separated from parking areas to provide safer vehicle and pedestrian movement. The sketch on page 4 illustrates an alternative layout for the drive-through and escape lane. This illustration also depicts a relocated order board to allow for additional stacking.
5. If the applicant is considering using a mobile pick up area, it should be detailed on the plan.

ADMINISTRATIVE ISSUES:

6. The applicant should contact the office of the Chester County Conservation District (CCCD) for information and clarification on erosion control measures. The provisions of the Commonwealth Erosion Control Regulations may apply to the project and may require an Earth Disturbance Permit or a National Pollutant Discharge Elimination System permit for discharge of stormwater from construction activities.
7. A minimum of four (4) copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, the Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds and the Assessment Office.

[illegible]

This report does not review the plan for compliance to all aspects of your ordinance, as this is more appropriately done by agents of Upper Uwchlan Township. However, we appreciate the opportunity to review and comment on this plan. The staff of the Chester County Planning Commission is available to you to discuss this and other matters in more detail.

Sam Butler

cc: Eagle Retail Associates, L.P.
Edward B. Walsh & Associates, Inc.
Chester County Conservation District



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Shanna Lodge
Acting Township Manager

RE: DSM Biomedical
Preliminary / Final Land Development Approval

DATE: November 15, 2019

The Board is requested to review the above referenced land development plan and if possible, grant Preliminary / Final Land Development Approval.

Overview:

DSM is proposing to install a 486 square foot pre-manufactured building adjacent to the existing 2-story office/lab building at 735 Pennsylvania Drive. The building is intended to be used solely for storage.

The Applicant is requesting a waiver from Section §162-7.B.(b)&(c) to permit this plan to be considered a "Preliminary / Final" Application.

The Planning Commission reviewed the plan at their November 14th meeting and recommended Preliminary / Final Approval.

Attachments:

Plans dated October 2, 2019
Gilmore review letter dated November 6, 2019

dnl/gaj



UPPER UWCHLAN TOWNSHIP MOTION

The Board of Supervisors of Upper Uwchlan Township at their November 18, 2019 meeting hereby grants **Preliminary / Final Land Development Approval** for a plan prepared by Chester Valley Engineers, Inc. titled, "Preliminary / Final Land Development Plan for DSM Biomedical," dated October 2, 2019.

The following conditions accompany the approval:

1. The plans shall be revised to address the comments raised in the Gilmore & Associates, Inc. November 6, 2019 review letter.
2. A waiver is hereby granted from §162-7.B.(b) & (c) to permit the plan to be considered a Preliminary / Final Land Development Application.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 6, 2019

File No.: 03-0987T1

Ms. Shanna P. Lodge, Upper Uwchlan Township Assistant Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: DSM Biomedical
Preliminary/Final Land Development Review
Upper Uwchlan Township, Montgomery County, PA

Dear Shanna:

Gilmore & Associates, Inc. (G&A) is in receipt of the following information prepared and submitted by Chester Valley Engineers, Inc. (CVE) on behalf of DSM Biomechanical, the Applicant:

- Application for Preliminary and Final Subdivision / Land Development.
- Plan set consisting of eight (8) sheets titled "Preliminary / Final Land Development Plan for DSM Biomedical," dated October 2, 2019.
- Sheet titled "Lighting Plan – Lot 2 / 2A Land Development Plan for The Hankin Group," dated March 10, 2004, and last revised August 10, 2004.
- Legal Description of Lot 2.

The subject site is comprised of one (1) parcel (TMP 32-3-81.1) located at 735 Pennsylvania Drive in the Eagleview Corporate Center in Upper Uwchlan Township. The property is located in the PI – Planned Industrial/Office Zoning District.

G&A, as well as other Township Consultants, has completed our first review of the above referenced Preliminary/Final Land Development Plan for compliance with the applicable sections of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and Stormwater Management Ordinance, and wish to submit the following comments for consideration.

Please note that comments with a **(RW)**, or a **(W)** may require relief from the Township Ordinances. A **(RW)** denotes a requested waiver, and a **(W)** denotes a waiver that has not been requested.

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Gilmore & Associates, Inc.
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www.gilmore-assoc.com

I. OVERVIEW

The Applicant proposes to install a 486 square foot pre-manufactured building adjacent to an existing 2-story office/lab building on Lot 2 in the Eagleview Corporate Center. The project will generate an increase in impervious coverage of approximately 933 square feet, and a total disturbance of approximately 4,622 square feet. Stormwater runoff will be directed to yard inlets which will connect to an existing storm manhole.

II. ZONING ORDINANCE REVIEW COMMENTS

1. §200-80 – The Applicant has indicated the proposed intent is for the storage of chemical materials. We understand the Applicant has been communicating with the Township Zoning Officer regarding the associated requirements. As such, we defer to the Zoning Officer for compliance with the outdoor storage requirements.
2. §200-88.A. – “No fence or wall, except a retaining wall, or a wall of a building permitted under the terms of this chapter, over six feet in height, shall be erected within any required yards, unless that portion of the vertical plane of the fence or wall which exceeds six feet in height has a ratio of open area to solid area of at least 4:1. In no case shall a fence or wall exceed six feet in height in the front yard or eight feet in height in the side and rear yards, except for vegetative fences or the portions thereof that are greater than six feet or eight feet, as applicable.” It appears from the construction detail that the proposed screening wall is a solid, brick veneer CMU block wall at least 12 feet in height. We defer to the Township Zoning Officer with regard to the compliance of this wall.
3. §200-88.E. – “Fences or walls shall not be located in drainage easements or drainage swales that are part of an approved stormwater management plan pursuant to applicable ordinances, in such a manner as to impede water flow within the easement or swale.” A portion of the proposed screening wall and its concrete foundation will be within the stormwater easement, but will not affect overland flow. Based on the detail, the footer for the proposed wall will be located close to the existing 48” stormwater pipe. We defer to the Township Zoning Officer as to whether or not a variance is required. Either way, a note should be placed on the plan stating the owner will be responsible for the dismantling and reconstruction of the wall should the existing storm pipe need to be repair or replacement.

III. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REVIEW COMMENTS

1. (RW) §162-7.B.(2)(b) & (c) – The Applicant is requesting a waiver for concurrent review and approval of preliminary and final land development. We have no objection to this waiver request.

IV. STORMWATER MANAGEMENT ORDINANCE REVIEW COMMENTS

The Applicant is proposing 933 square feet of impervious cover and 4,622 square feet of proposed earth disturbance, which according to §152-106.B., are exempt from the majority of stormwater management requirements. We have no further stormwater management ordinance comments.

V. GENERAL COMMENTS

1. There appears to be a ground elevation of 511.80 to the east of the proposed pre-manufactured building which appears to send stormwater away from Yard Inlet 2. We presume this is intended as 510.80, but the Applicant shall verify this ground elevation.
2. The Applicant is showing the 8" HDPE storm sewer pipe from Yard Inlet 1 to Yard Inlet 2 below the proposed concrete foundation slab (to be designed by others). Please provide a detail of this foundation slab to verify if this pipe is not in conflict.
3. The rim of the Type 5 Concrete Doghouse Manhole is shown as 511.50 in the profile and 511.70 in the plan view. Please clarify which is this proposed elevation.
4. The Applicant shall verify if General Notes #1 and #4 on the Landscape Plan are applicable to this project.

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

1. ZO Section 200-73.H(3) – The plan should include a parking tabulation, which shows the required parking supply compared to the parking supply provided on the site, if the proposed expansion requires additional parking spaces.
2. SALDO Sections 162-9.H(1) and 162-42 – The applicant should provide a description of the use and traffic generation characteristics of the proposed outbuilding. If it is determined that the proposed expansion is expected to generate 200 additional daily trips or 20 additional peak hour trips, a traffic study should be completed for the proposed expansion.
3. The development is subject to a transportation contribution, and this contribution will be paid at the time of building permit issuance. The applicant should indicate whether the use of the proposed expansion will be office space or warehouse/manufacturing space for the purposes of determining the amount of the transportation contribution.

VII. TOWNSHIP PLANNING CONSULTANT COMMENTS
BRANDYWINE CONSERVANCY

The Township Planning Consultant has indicated they have no comments at this time.

VIII. TOWNSHIP SEWER CONSULTANT COMMENTS
ARRO CONSULTING, INC.

No sewer facilities appear to be proposed in the new storage building, as such we have no comments.

IX. TOWNSHIP LIGHTING CONSULTANT COMMENTS
STUBBE CONSULTING, LLC.

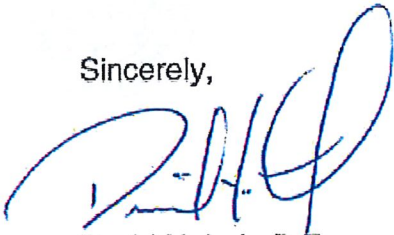
1. Specified luminaire has a correlated color temperature of 5000K, which during hours of darkness a person walking up the ramp to the building would get a full view of the light output along with considerable glare. **For employee safety and comfort, it is recommended Applicant be requested to specify a luminaire with a correlated color temperature not exceeding 3000K.**
2. Luminaire Mounting Height – The mounting height of the proposed wall pack has not been specified. **It is recommended Applicant be requested to specify the mounting height of the wall pack.**
3. Control/Hrs of Operation – §614.C.3.d. & e. require that unless otherwise permitted by the Township (e.g., for safety or security or all-night operations), lighting shall be controlled by automatic switching devices to extinguish exterior lighting by 11 p.m. Lighting proposed for use after 11 p.m. shall be reduced by 75% from then until dawn unless, supporting a specific purpose and approved by the Township. Plan is silent on method of luminaire on/off control and proposed hours of operation. **If wall pack is to be automatically operated nightly, it is recommended Applicant be requested to specify or describe the on/off control device that is to be used to energize and extinguish the wall pack, the device's location, and the proposed hours of operation of the lighting. If the wall pack is to be photocell or motion controlled, it is recommended the necessary luminaire switching accessory be specified.**

This concludes our first review of the above referenced Preliminary/Final Land Development Application. We would recommend the plans be revised to address the above referenced comments. If you have any questions, please do not hesitate to contact me.

Ms. Shanna P. Lodge, Upper Uwchlan Township Assistant Manager
File No.: 03-0987T1
Re: DSM Biomedical Preliminary/Final Land Development Review
November 6, 2019

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Sincerely,



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

cc: Upper Uwchlan Township Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Al Gaspari – Township Zoning Officer
Kristin Camp, Esq. – Buckley, Brion, McGuire, & Morris LLP
Sheila A. Fleming, ASLA, Brandywine Conservancy (via email only)
Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)
G. Mathew Brown, P.E., ARRO Consulting, Inc. (via email only)
David Schlott, P.E., ARRO Consulting, Inc. (via email only)
C. Stanley Stubbe, Stubbe Consulting, LLC (via email only)
John M. Hako, P.E., Chester Valley Engineers, Inc., Design Engineer (via email only)
Rob Harris, DSM Biomedical Facilities and Maintenance Manager, Owner/Applicant (via email only)



THE COUNTY OF CHESTER



COMMISSIONERS

Michelle Kichline
Kathi Cozzone
Terence Farrell

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515

November 1, 2019

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

Re: Preliminary/Final Land Development - DSM Biomedical
Upper Uwchlan Township - LD-10-19-16101

Dear Ms. Jonik:

A preliminary/final land development plan entitled "DSM Biomedical", prepared by Chester Valley Engineers, Inc., and dated October 2, 2019, was received by this office on October 11, 2019. This plan is reviewed by the Chester County Planning Commission in accord with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code. We offer the following comments on the proposed land development for your consideration.

PROJECT SUMMARY:

Location:	south of Pennsylvania Drive, west of West Township Line Rd.
Site Acreage:	18.51
Lots/Units:	1 lot
Non-Res. Square Footage:	486
Proposed Land Use:	Industrial addition
Municipal Land Use Plan Designation:	Suburban Employment
UPI#:	32-3-81.1

PROPOSAL:

The applicant proposes the construction of a 486 square foot industrial building addition. The project site is located in the PI-Planned Industrial/Office zoning district. No new sewage disposal or water supply is proposed.

RECOMMENDATION: The County Planning Commission recommends that the issues raised in this letter should be addressed and all Township issues should be resolved before action is taken on this land development plan.

Page: 2
Re: Preliminary/Final Land Development - DSM Biomedical
Upper Uwchlan Township - LD-10-19-16101

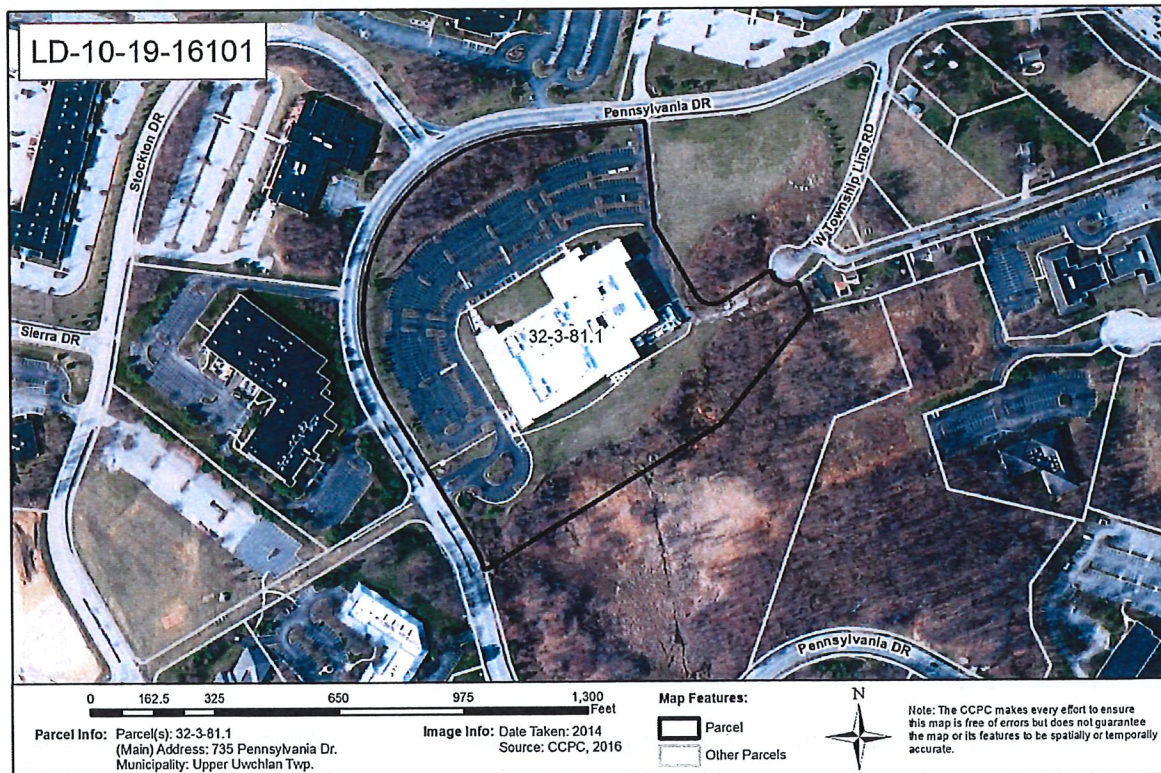
BACKGROUND:

1. The Chester County Planning Commission has previously reviewed a land development proposal for this site. That review, CCPC# 8132-45, dated May 3, 2004, which addressed the phased construction of a 194,250 square foot lab/office building, was approved by the Township on June 21, 2004.

COUNTY POLICY:

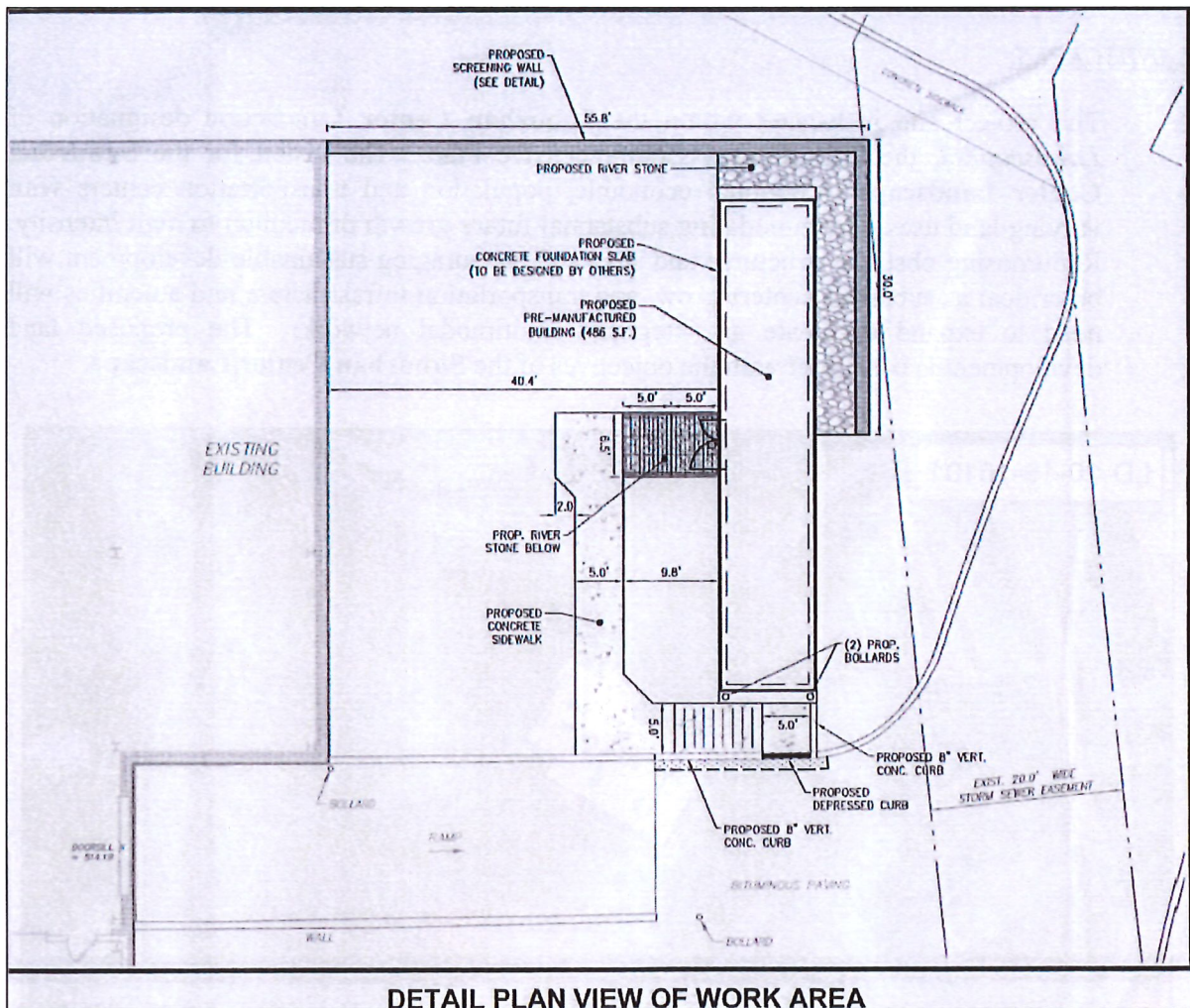
LANDSCAPES:

2. The project site is located within the **Suburban Center Landscape** designation of *Landscapes3*, the 2018 County Comprehensive Plan. The vision for the **Suburban Center Landscape** is regional economic, population and transportation centers with varying land uses, accommodating substantial future growth of medium to high intensity. Repurposing obsolete structures and sites and encouraging sustainable development will be critical as suburban centers grow, and transportation infrastructure and amenities will need to expand to create an integrated multimodal network. The proposed land development is consistent with the objectives of the **Suburban Center Landscape**.



WATERSHEDS:

3. **Watersheds**, the water resources component of *Landscapes3*, indicates the proposed development is located within the Shamona Creek subbasin of the Brandywine Creek watershed. **Watersheds'** highest priority land use objectives within this watershed are: reduction of stormwater runoff, restoration of water quality of "impaired" streams, and protection of vegetated riparian corridors. **Watersheds** can be accessed at www.chesco.org/water.



Detail of sheet 2 of the plan

PRIMARY ISSUES:

4. We contacted the applicant to verify the purpose of the proposed building. They indicated that it would be used for storage of flammable/combustible solvents and that the premanufactured building meets all applicable storage codes of the IBC, NFPA and OSHA. Local and County emergency service providers should review the plans and be informed about what specific materials are being stored at the proposed facility, so an appropriate emergency response can be planned.

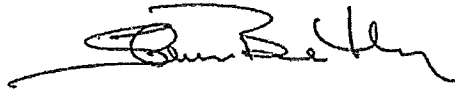
Page: 4
Re: Preliminary/Final Land Development - DSM Biomedical
Upper Uwchlan Township - LD-10-19-16101

ADMINISTRATIVE ISSUES:

5. The applicant is requesting one waiver from the provisions of the Township Subdivision and Land Development Ordinance. Waiver requests should only be granted following the determination that the proposed project either meets the purpose of these requirements or does not create the impacts that these provisions are intended to manage.
6. A minimum of four (4) copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, the Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds and the Assessment Office.

This report does not review the plan for compliance to all aspects of your ordinance, as this is more appropriately done by agents of Upper Uwchlan Township. However, we appreciate the opportunity to review and comment on this plan. The staff of the Chester County Planning Commission is available to you to discuss this and other matters in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Bentley", with a long horizontal flourish extending to the left.

Glenn Bentley
Senior Review Planner

cc: DSM Biomedical Attn: Rob Harris
Chester Valley Engineers, Inc.
Chester County Conservation District

Lionville Fire Company

15 South Village Avenue
P.O. Box 478
Lionville, Pennsylvania 19353
Emergency: 911
Business: (610) 363-7663

TO: Upper Uwchlan Township
FROM: Richard Ruth
DATE: November 8, 2019
RE: Eagleview Corporate Center Lot 2 – DSM / Kensey Nash

MEMORANDUM

I have reviewed the preliminary/final land development plan for DSM Biomedical, an existing facility located on Eagleview Corporate Center Lot 2 dated October 2, 2019, proposing the addition of a @ 500 SF prefabricated building for storage of flammable/combustible solvents.

DSM Biomedical should provide to Richard Ruth c/o Lionville Fire Company, P. O. Box 478, Lionville 19353 with the following information:

- Specific materials to be stored
- Quantity of materials to be stored
- Type of storage containers
- Material Safety Data Sheets (MSDS)

Thank you for the opportunity to review this plan. Feel free to contact me if you have any questions regarding this or any other matters of mutual concern.

Sincerely,



Richard Ruth
Fire Marshal



Upper Uwchlan Township

November 12, 2019

Gilmore & Associates
David Leh

Re: DSM Biomedical Preliminary Final Land Development Review

Dear Dave,

The proposed project is an accessory structure, permitted in the PI District under 200-49 O. The following accessory uses shall be permitted provided they are incidental to any of the foregoing uses: (2) Other customary accessory uses, structures or buildings provided as such are clearly incidental to the principal use.

Section 200-80 Outdoor storage does not apply.

Sincerely,

A handwritten signature in black ink, reading "Al Gaspari".

Al Gaspari
Codes Enforcement Officer



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

FROM: Shanna Lodge, Acting Township Manager

SUBJECT: Financial Security Agreement – Eagle Village Parking Expansion

DATE: November 15, 2019

Construction of parking expansion is underway at 160 Park Road. The developer, Gunner Properties, Ltd., posted cash escrow with the Township as Financial Security. The attached Financial Security Agreement is a revision; developer would like to post a letter of credit to replace the cash escrow. Per the agreement, cash in the amount of \$3,060.00 will be retained by the Township as payment for inspections.

The revised agreement has been reviewed by the Township Solicitor.

FINANCIAL SECURITY AGREEMENT

EAGLE VILLAGE PARKING EXPANSION

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the "Agreement") made this _____ day of _____, 2019 by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **GUNNER PROPERTIES, LTD.**, a Pennsylvania limited partnership with offices at 217 Pottstown Pike, Chester Springs, Pennsylvania 19425 ("Developer").

BACKGROUND:

A. Developer proposes to develop a 9.016 acre piece of property, known as Chester County Tax Parcel Nos. 32-4-86 and 32-3-21 situate at the intersection of Park Road and Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as "Eagle Village Parking Expansion" ("Development").

B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final land development approval of the Development on August 19, 2019. Developer received final approval of the land development plans for the Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

D. On October 14, 2019, Developer and the Township entered into the Development Agreement and a Financial Security Agreement pursuant to which the Developer posted a cash escrow ("Cash Escrow") with the Township as Financial Security.

E. Developer now desires to post a letter of credit as Financial Security in place of the cash escrow.

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

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

1. **Definitions; Interpretation.**

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

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

(2) "Tract" shall mean all that certain 9.016 acre tract of property which is situate at the intersection of Park Road and Pottstown Pike in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final land development plan set entitled "Preliminary/Final Land Development Plan for Gunner Properties, Ltd. prepared by D.L. Howell and Associates, Inc., dated July 3, 2019, last revised October 14, 2019, consisting of thirteen (13) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract or an expansion of the existing parking lot together with such other improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

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

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

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

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

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

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

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

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

2. **Financial Security.**

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

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

☒ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "B" (the "Letter of Credit");

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

B. The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements. Upon the furnishing of the Letter of Credit to the Township, the Township shall release the Cash Escrow (except for \$3,060.00 as set forth in Section 2.D below) to Developer and this Financial Security Agreement shall supersede and replace the Financial Security Agreement between Developer and Township dated October 14, 2019.

C. The initial amount of the Financial Security shall be One Hundred Sixty Eight Thousand Three Hundred and 00/100 Dollars (\$168,300.00) which amount is 110% of the total of the estimated costs of completing the Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Secured Improvements, the Township shall retain Three Thousand Sixty and 00/100 Dollars (\$3,060.00) of the Cash Escrow, which sum represents 2% of the estimated cost of construction of the Secured Improvements (the "Inspection Escrow"). The Inspection Escrow shall be held in an escrow account and shall be used by the Township to pay the costs of its professional consultants and engineer's inspection of the Secured Improvements (the "Inspection Fees"). The Township shall pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 1% of the estimated cost of the Secured Improvements remaining to be completed on deposit. The Inspection Escrow shall be used by the Township solely to pay invoices for Inspection Fees. The Township shall provide a copy of all invoices for the Inspection Fees to the Developer.

E. If a letter of credit is posted as the Financial Security, the letter of credit shall be automatically renewed, without amendment, for additional one-year periods from the present or each future expiration date unless the Financial Institution notifies the Township in writing, not less than sixty (60) days before such expiration date of the letter of credit, that the Financial Institution has elected not to renew the letter of credit. The Financial Institution's notice of such election not to renew the letter of credit shall be sent to the Township in accordance with the terms of this Agreement.

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

3. Adjustments to Financial Security.

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

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

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

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

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial

Institution of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "C" attached to and made fully part of this Financial Security Agreement.

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

5. Default.

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

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

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

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

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

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

only by the Financial Institution's payment of the demanded amount directly and immediately to the Township.

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

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

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

6. Costs, Expenses and Fees.

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

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

by law, until the default or breach is properly and fully cured. The additional Financial Security shall be and constitute Financial Security fully subject to the terms and conditions of this Agreement.

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

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all costs, expenses and fees for which Developer is responsible under both said agreements), the Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer and the Financial Institution from and under the Financial Security and this Agreement.

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

8. Validity and Enforceability of Financial Security.

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

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

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

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

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

9. Financial Institution Non-Responsibility.

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

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

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

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

10. Charges of Financial Institution.

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

11. Interest.

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

12. Insolvency of Developer.

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of

Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. Payments, Reductions or Releases of Financial Security.

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

14. Notices.

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

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

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

15. Miscellaneous.

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise

provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

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

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

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

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

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

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

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

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

UPPER UWCHLAN TOWNSHIP

Attest:

Secretary

By: _____
Guy A. Donatelli, Chairman

DEVELOPER

GUNNER PROPERTIES, LTD.,
a Pennsylvania limited partnership
By: GUNNER MANAGEMENT, INC.,
a Pennsylvania corporation, its general
partner

Attest:

By: _____
Fred Gunther, President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

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

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Fred Gunther, who acknowledged himself to be the President of Gunner Management, Inc., a Pennsylvania corporation, general partner of Gunner Properties, Ltd., a Pennsylvania limited partnership, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"

List of Secured Improvements

ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET
SUITE 200
TRAPPE, PA 19426

PROJECT NAME: 160 Park Road (Eagle Village)

PROJECT NUMBER: 17-0407412

PROJECT SPONSOR: Gunner Properties, Ltd
MUNICIPALITY: Upper Uwchlan Township

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 153,000.00
TOWNSHIP SECURITY = \$ 15,300.00
CONSTRUCTION INSPECTION \$ 3,060.00
GRAND TOTAL ESCROWED = \$ 171,360.00

RELEASE NO.:
REQUEST DATE:

0

TOTAL ESCROW REMAINING: \$ 171,360.00
CONSTRUCTION COMPLETION:

ESCROW TABULATION		CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. EROSION & SEDIMENTATION CONTROLS								
18" Compost Filter Sock	670	\$7.50	\$ 5,025.00				\$ 5,025.00	
Orange Construction Fence	300	\$2.50	\$ 750.00				\$ 750.00	
Construction Entrance	EA 1	\$1,500.00	\$ 1,500.00				\$ 1,500.00	
Temp Seed and Mulch	7000	\$0.10	\$ 700.00				\$ 700.00	
Geotextile Fabric	SF 16000	\$0.25	\$ 4,000.00				\$ 4,000.00	
Inlet Protection	EA 6	\$300.00	\$ 1,800.00				\$ 1,800.00	
Concrete Washout	EA 1	\$750.00	\$ 750.00				\$ 750.00	
SUBTOTAL ITEM A			\$ 14,525.00				\$ 14,525.00	
B. STORM SEWER								
12" HDPE	20	\$20.00	\$ 400.00				\$ 400.00	
15" HDPE	LF 200	\$25.00	\$ 5,000.00				\$ 5,000.00	
16-in to Existing Storm Sewer	EA 1	\$2,800.00	\$ 2,800.00				\$ 2,800.00	
24" HDPE	LF 740	\$40.00	\$ 29,600.00				\$ 29,600.00	
PASSTO #3 Stone	CY 315	\$40.00	\$ 12,600.00				\$ 12,600.00	
Type B Inlet	EA 2	\$2,300.00	\$ 4,600.00				\$ 4,600.00	
Type C Inlet	EA 2	\$2,800.00	\$ 5,600.00				\$ 5,600.00	
Inlet Structure	EA 2	\$500.00	\$ 1,000.00				\$ 1,000.00	
Inlet Structure w/ Gate Valve	EA 1	\$3,800.00	\$ 3,800.00				\$ 3,800.00	
Manhole	EA 1	\$600.00	\$ 600.00				\$ 600.00	
Manhole Inlets (Snells)	EA 1	\$1,200.00	\$ 1,200.00				\$ 1,200.00	
Storm Sewer Flushing	LS 1	\$1,200.00	\$ 1,200.00				\$ 1,200.00	
SUBTOTAL ITEM B			\$ 65,800.00				\$ 65,800.00	
C. LANDSCAPING & LIGHTING								
Site Lights	EA 10	\$1,000.00	\$ 10,000.00				\$ 10,000.00	
Split Rail Fence	LF 325	\$2,350.00	\$ 7,637.50				\$ 7,637.50	
Shade Tree	EA 54	\$225.00	\$ 12,150.00				\$ 12,150.00	
Evergreen Tree	EA 36	\$175.00	\$ 6,300.00				\$ 6,300.00	
Shrub	EA 180	\$80.00	\$ 14,400.00				\$ 14,400.00	
SUBTOTAL ITEM C			\$ 50,487.50				\$ 50,487.50	
D. MISCELLANEOUS								
ADA RAMP AND ASSOCIATED WALKS	SF 1,050	\$15.00	\$ 15,750.00				\$ 15,750.00	
SUBTOTAL ITEM D			\$ 15,750.00				\$ 15,750.00	
TOTAL IMPROVEMENTS - ITEMS A-D			\$ 146,562.50				\$ 146,562.50	
E. TOWNSHIP SECURITY			\$ 15,300.00				\$ 15,300.00	
F. CONSTRUCTION INSPECTION			\$ 3,060.00				\$ 3,060.00	
NET CONSTRUCTION RELEASE			\$ 171,360.00				\$ 171,360.00	
SURETY AMOUNT			\$ 171,360.00				\$ 171,360.00	

EXHIBIT "B"

LETTER OF CREDIT

EXHIBIT "C"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and Gunner Properties, Ltd., ("Developer"), dated _____, 2019, concerning the construction, installation and completion of Improvements in the Eagle Village Parking Expansion Land Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE Financial Institution, pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of a letter of credit by the Financial Institution to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the letter of credit.

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

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

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

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

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

UPI No. Road Right-of-Way

DEED OF DEDICATION
ROAD RIGHT-OF-WAY

THIS DEED OF DEDICATION, made the _____ day of _____, 2019, and effective the _____ day of _____, 2019, by and between **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company with an address of 940 Sproul Road, Suite 301, Springfield, Pennsylvania 19064 of the one part (hereinafter called "Grantor"); and

UPPER UWCHLAN TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner of a certain tract of ground located in Upper Uwchlan Township, Chester County, Pennsylvania ("Property") on which it intends to develop a residential development in three phases in accordance with a Final Land Development Plan for The Preserve at Marsh Creek prepared by Edward B. Walsh & Associates, Inc., Sheets 1 through 90, dated March 1, 2017 and last revised September 13, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____ ("Plan"); and

WHEREAS, the Plan provides for dedication to Grantee of additional right-of-way of Milford Road pursuant to the Plan.

WITNESSETH:

NOW, THEREFORE, that the said Grantor, for and in consideration of One Dollar (\$1.00), as well as the advantage to it accruing, as well as for divers and other considerations affecting the public welfare which it seeks to advance, has granted, bargained, dedicated and conveyed, and by these presents does grant, bargain, dedicate and convey unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN road right-of-way described in Exhibit "A" attached hereto and made a part hereof and shown on Exhibit "B" attached hereto and made a part hereof, identified as Milford Road.

TO HAVE AND TO HOLD, the said road right-of-way above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for public road right-of-way and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said road had been opened by a Decree of the Chester County Court of Common Pleas, after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania.

UNDER AND SUBJECT, nevertheless, to any covenants, conditions, restrictions and easements of record.

AND the Grantor, for itself, its successors and assigns, does by these presents confirm, promise and agree to and with the Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, will at any time hereafter ask, demand or recover or receive of or from the Grantee, its successors and assigns, any sums or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established.

AND FURTHER, that the said Grantor, for itself, and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the public improvements above-described, conveyed by the Grantor to the said Grantee by this Deed, against the said Grantor, its successors and assigns, and against any and all person or persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said Grantor, or it, them, or any of them, shall and will forever WARRANT AND DEFEND.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer the day and year above written.

THE PRESERVE AT MARSH CREEK LLC,
a Pennsylvania limited liability company
By: Highgrove Holdings, LLC, a Pennsylvania
limited liability company, its sole member

ATTEST:

By: _____
Name:
Title:

By: _____
Kevin E. McLaughlin, Vice President

ACCEPTED by Upper Uwchlan Township on _____, 2019.

Attest:

UPPER UWCHLAN TOWNSHIP

By: _____
Gwen A. Jonik, Township Secretary

By: _____
Guy A. Donatelli, Chairman

I hereby certify that the address of the within named Grantee is:

140 Pottstown Pike
Chester Springs, PA 19425

On behalf of the Grantee

ACKNOWLEDGMENT

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

On the _____ day of _____, 2019, before me, a Notary Public in and for the above County and State, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of HIGHGROVE HOLDINGS, LLC, a Pennsylvania limited liability company, sole member of THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited liability company, and that he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF CHESTER)

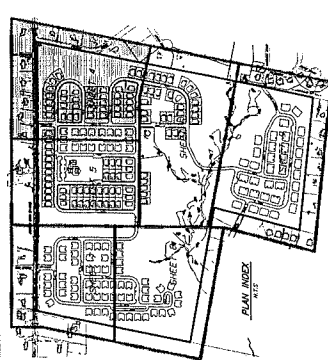
On the _____ day of _____, 2019, before me, a Notary Public in and for the above County and State, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairman of the Upper Uwchlan Township Board of Supervisors, and that he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

EXHIBIT "A"



STATE OF MISSISSIPPI
COUNTY OF CHESTER
 BEFORE ME, the Clerk of the County of Chester, Mississippi, on this 15th day of May, 2018, I have personally known and known the person whose name is subscribed to the foregoing plat, and he has acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSES MY HAND AND SEAL OF OFFICE this 15th day of May, 2018.

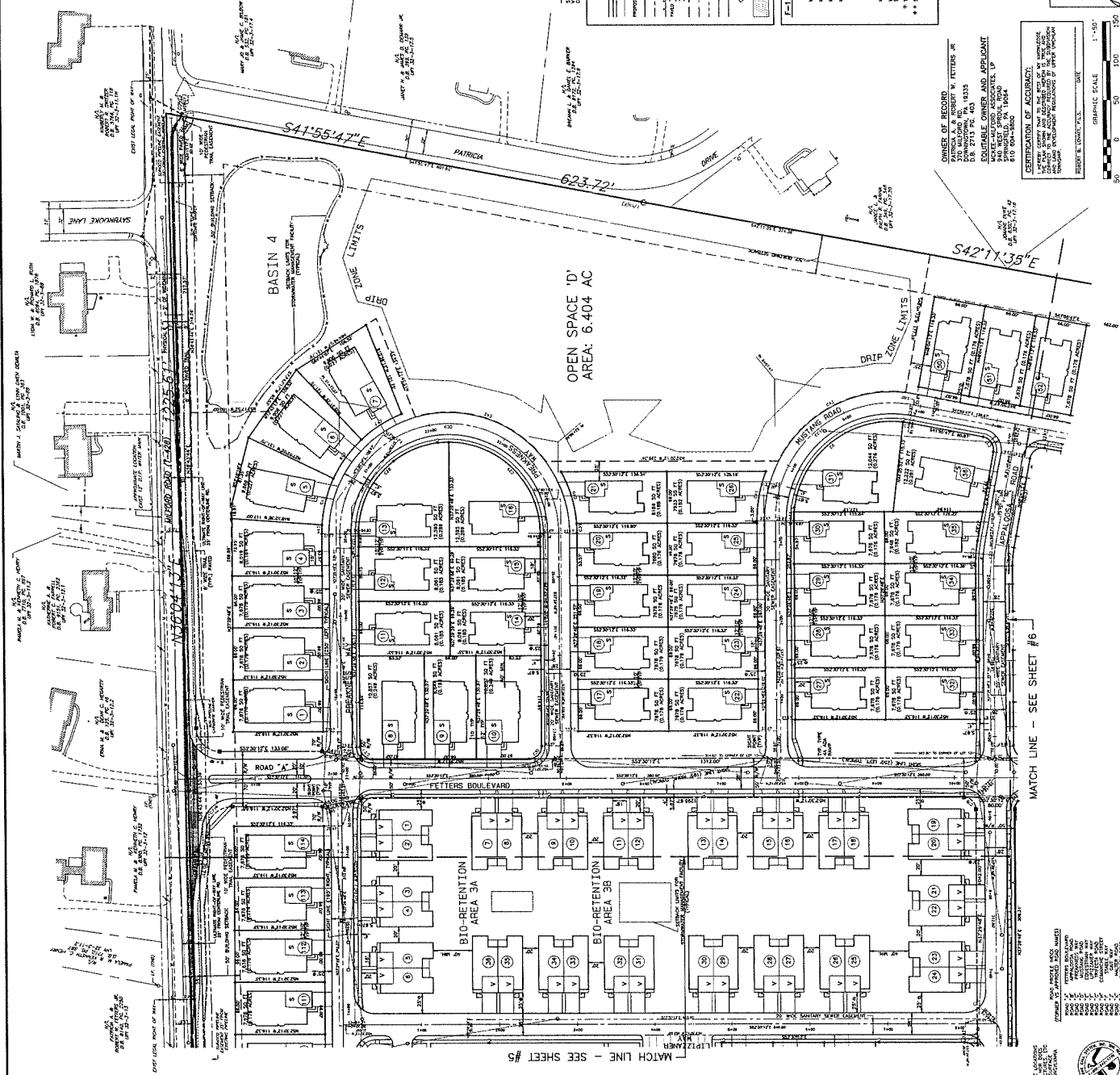
 CLERK OF THE COUNTY OF CHESTER, MISSISSIPPI

RECORDING INFORMATION
 RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF CHESTER, MISSISSIPPI, BOOK 15, PAGE 15.

RECORDING INFORMATION
 RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF CHESTER, MISSISSIPPI, BOOK 15, PAGE 15.

RECORDING INFORMATION
 RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF CHESTER, MISSISSIPPI, BOOK 15, PAGE 15.

TITLE PLAN
 THE PRESERVE AT MARSH CREEK
 EDWARD B. WILSON & ASSOCIATES, INC.
 15000 Highway 100, Suite 100
 Birmingham, AL 35243
 Phone: (205) 991-1000
 Fax: (205) 991-1001
 Email: ewilson@ewilson.com



MATCH LINE - SEE SHEET #5

MATCH LINE - SEE SHEET #6

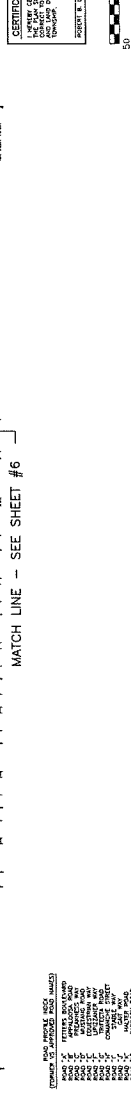
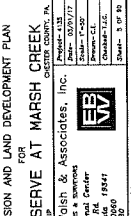
LOT CURVE DATA

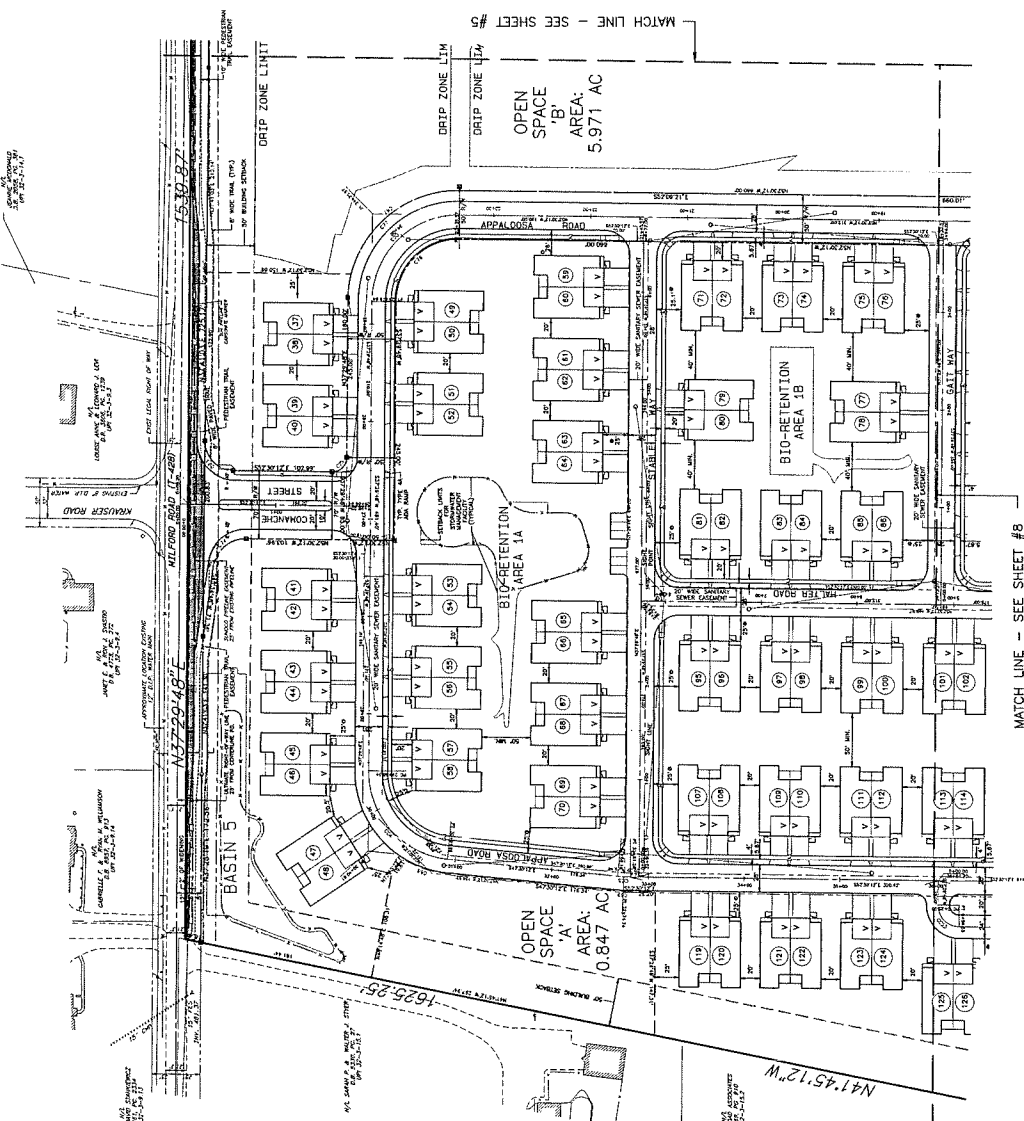
LOT	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE OF TOTAL AREA
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97	1,234,567	0.028	0.28
98	1,234,567	0.028	0.28
99	1,234,567	0.028	0.28
100	1,234,567	0.028	0.28

OPEN SPACE CURVE DATA

LOT	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE OF TOTAL AREA
1	1,234,567	0.028	0.28
2	1,234,567	0.028	0.28
3	1,234,567	0.028	0.28
4	1,234,567	0.028	0.28
5	1,234,567	0.028	0.28
6	1,234,567	0.028	0.28
7	1,234,567	0.028	0.28
8	1,234,567	0.028	0.28
9	1,234,567	0.028	0.28
10	1,234,567	0.028	0.28
11	1,234,567	0.028	0.28
12	1,234,567	0.028	0.28
13	1,234,567	0.028	0.28
14	1,234,567	0.028	0.28
15	1,234,567	0.028	0.28
16	1,234,567	0.028	0.28
17	1,234,567	0.028	0.28
18	1,234,567	0.028	0.28
19	1,234,567	0.028	0.28
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21	1,234,567	0.028	0.28
22	1,234,567	0.028	0.28
23	1,234,567	0.028	0.28
24	1,234,567	0.028	0.28
25	1,234,567	0.028	0.28
26	1,234,567	0.028	0.28
27	1,234,567	0.028	0.28
28	1,234,567	0.028	0.28
29	1,234,567	0.028	0.28
30	1,234,567	0.028	0.28
31	1,234,567	0.028	0.28
32	1,234,567	0.028	0.28
33	1,234,567	0.028	0.28
34	1,234,567	0.028	0.28
35	1,234,567	0.028	0.28
36	1,234,567	0.028	0.28
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38	1,234,567	0.028	0.28
39	1,234,567	0.028	0.28
40	1,234,567	0.028	0.28
41	1,234,567	0.028	0.28
42	1,234,567	0.028	0.28
43	1,234,567	0.028	0.28
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46	1,234,567	0.028	0.28
47	1,234,567	0.028	0.28
48	1,234,567	0.028	0.28
49	1,234,567	0.028	0.28
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61	1,234,567	0.028	0.28
62	1,234,567	0.028	0.28
63	1,234,567	0.028	0.28
64	1,234,567	0.028	0.28
65	1,234,567	0.028	0.28
66	1,234,567	0.028	0.28
67	1,234,567	0.028	0.28
68	1,234,567	0.028	0.28
69	1,234,567	0.028	0.28
70	1,234,567	0.028	0.28
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76	1,234,567	0.028	0.28
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80	1,234,567	0.028	0.28
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89	1,234,567	0.028	0.28
90	1,234,567	0.028	0.28
91	1,234,567	0.028	0.28
92	1,234,567	0.028	0.28
93	1,234,567	0.028	0.28
94	1,234,567	0.028	0.28
95	1,234,567	0.028	0.28
96	1,234,567	0.028	0.28
97	1,234,567	0.028	0.28
98	1,234,567	0.028	0.28
99	1,234,567	0.028	0.28
100	1,234,567	0.028	0.28

LOT	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE OF TOTAL AREA
1	1,234,567	0.028	0.28
2	1,234,567	0.028	0.28
3	1,234,567	0.028	0.28
4	1,234,567	0.028	0.28
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25	1,234,567	0.028	0.28
26	1,234,567	0.028	0.28
27	1,234,567	0.028	0.28
28	1,234,567	0.028	0.28
29	1,234,567	0.028	0.28
30	1,234,567	0.028	0.28
31	1,234,567	0	

[illegible][illegible]

[illegible]

MATCH LINE - SEE SHEET #8

OWNER OF RECORD
PATRICIA A. & ROBERT W. FETTERS JR
9770 MILFORD RD.
DOWNTOWN, PA 19335
D.B. 2713 PG. 403

DEQUITABLE OWNER AND APPLICANT
MCKEE-MILFORD ASSOCIATES, LP
2440 WEST SPIRUAL ROAD
SPRINGFIELD, PA 19084
S.D. 604-9800

CERTIFICATION OF ACCURACY:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE
THE PLAN SHOWN AND DESCRIBED HEREIN IS TRUE AND
CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION
AND LAND DEVELOPMENT REGULATIONS OF UPPER MICHIGAN
TOWNSHIP.

ROAD "A"	FITTERS BOULEVARD
ROAD "B"	APALLOOSA ROAD
ROAD "C"	PREAKNESS WAY
ROAD "D"	MUSKIE WAY
ROAD "E"	EGLESTOWN WAY
ROAD "F"	LIFEGUARD WAY
ROAD "G"	TRIFECTA ROAD
ROAD "H"	COMANCHE STREET
ROAD "I"	STABLE WAY
ROAD "J"	CAT WAY
ROAD "K"	HALTER ROAD

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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A large grid of 1000 small, identical images of a person's face, arranged in 10 rows and 100 columns. The images are slightly offset from each other, creating a sense of motion or a sequence of frames. The person's face is the central focus of each small image.

[illegible]

EXHIBIT "B"



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering & Land Surveying Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

4135
The Preserve at Marsh Creek
September 13, 2019
Revised November 13, 2019

LEGAL DESCRIPTION
MILFORD ROAD RIGHT-OF-WAY WIDENING
THE PRESERVE AT MARSH CREEK
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY
PENNSYLVANIA

ALL THAT CERTAIN strip of land, variable width, situate in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, shown as Ultimate Right-of-Way" on a "Title Plan/Final Subdivision and Land Development Plan for the Preserve at Marsh Creek", prepared by Edward B. Walsh & Associates, Inc., Civil Engineers and Land Surveyors, Exton, PA, dated March 01, 2017 and last revised September 13, 2019, Project No. 4135, Sheets 4, 5 and 7 of a total of 90 Sheets, and being more fully described as follows:

BEGINNING at a point marked by a concrete monument found on southeasterly right-of-way line of Milford Road at a distance of 25' southeast of the centerline thereof, common to the southwesterly right-of-way line of Patricia Drive (50 feet wide) and being the northerly most corner of Open Space "D" of the Preserve at Marsh Creek (as shown on said Plan); thence from the point of beginning, through a Sunoco Pipeline Easement the following six (6) courses and distances:

1. along said line of Open Space "D", crossing the northwesterly line of a 10 Feet Wide Pedestrian Trail Easement, South 36 degrees 15 minutes 17 seconds West 60.47 feet to a point;
2. partly along said line of Open Space "D", continuing through said Pedestrian Trail Easement then crossing the northwesterly line thereof, along the northwesterly right-of-way terminus of Feters Boulevard, South 36 degrees 43 minutes 44 seconds West 870.96 feet to a point;
3. continuing partly along said northwesterly right-of-way terminus of Feters Boulevard, again crossing the northwesterly line of said Pedestrian Trail Easement, through said Easement, South 36 degrees 26 minute 38 seconds West 462.90 feet to a point;
4. continuing through said Pedestrian Trail Easement, partly along the northwesterly line of Open Space "B", South 36 degrees 47 minutes 52 seconds West 472.30 feet to a point;
5. continuing partly along the northwesterly line of Open Space "B", along the northwesterly right-of-way terminus of Comanche Street, continuing through said Pedestrian Trail Easement then crossing

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware & Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985

and recrossing the northwesterly line thereof, South 37 degrees 41 minutes 03 seconds West 725.17 feet to a point;

6. continuing through said Pedestrian Trail Easement, South 37 degrees 25 minutes 19 seconds West 172.56 feet to a point on the northeasterly line of lands of the now or late Sarah P. & Walter J. Styer;

thence along the same, crossing said pipeline, North 41 degrees 45 minutes 12 seconds West 16.41 feet to a point in the bed of said Milford Road; thence through said road bed the following two (2) courses and distances:

1. North 37 degrees 29 minutes 48 seconds East 1539.87 feet to a point;
2. North 36 degrees 04 minutes 13 seconds East 1225.61 feet to a point;

thence again crossing said pipeline, leaving said road bed, South 41 degrees 55 minutes 47 seconds East 21.90 feet to the point and place of beginning.

EXCEPTING THEREOUT AND THEREFROM, all that certain strip of land from the centerline of Milford Road southeasterly to the existing legal right-of-way line being a distance of 16.50 feet from and parallel to the centerline of Milford Road

CONTAINING: the area be as it may.

LAND DEVELOPMENT AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 1 **SITE IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2019, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”); and **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company with offices at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 and **MCKEE BUILDERS LLC**, a Pennsylvania limited liability company with offices at 940 Sproul Road, Suite 301, Springfield, Pennsylvania 19064 (collectively, the “Developer”) (collectively, the “Developer”).

BACKGROUND:

- A. Developer proposes to develop an 142.733 gross acre piece of property, known as Chester County Tax Parcel No. 32-3-16 situate at 335 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and land development known as “The Preserve at Marsh Creek” (“Subdivision/Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Subdivision/Development on October 16, 2017. Developer received final approval of the land development plans for the Subdivision, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined, in three construction phases, identified as “Stage 1”, “Stage 2” and “Stage 3” on the Plans (defined below).
- C. The Secured Improvements for each construction phase of the Subdivision/Development shall be subject to the execution of separate Land Development Agreements and Financial Security Agreements to be executed prior to the commencement of construction for each phase.
- D. Developer desires to obtain building permits for the construction of the buildings and appurtenant structures identified in Phase 1 of the Subdivision/Development, which includes 114 single-family detached dwelling units, 74 villa dwelling units, the adaptive reuse of one existing farmhouse and one recreation center building (“Phase 1”), together with such other permits as are necessary to undertake and complete all of the Phase 1 Secured Improvements, and Developer desires to post the Phase 1 Financial Security.

- E. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. **Definitions; Interpretation.**

- A. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:
- (1) "Tract" shall mean all that certain 142.733 gross acre tract located at 335 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, Chester and which is more fully and further shown and described on the Plans.
 - (2) "Plans" shall mean the land development plan entitled "Final Land Development Plan for The Preserve at Marsh Creek" prepared by Edward B. Walsh & Associates, Inc., dated March 1, 2017, last revised September 13, 2019, consisting of ninety (90) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
 - (3) "Subject Land Development" or "Project" shall mean the Phase 1 proposed land development of the Tract as an active adult residential development, together with new streets and roads to serve the same and such other Phase 1 Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.
 - (4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully shown, identified or otherwise described on and by the Plans. The sanitary sewer improvements shall be subject to separate Land Development and Financial Security Agreements between the Township and Developer.

- (5) "Phase 1 Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully shown, identified or otherwise described on and by the Plans for Phase 1.
- (6) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (7) "Phase 1 Secured Improvements" shall mean all those Phase 1 Improvements for which the Phase 1 Financial Security is provided or to which the Phase 1 Financial Security otherwise relates as set forth on Exhibit "B".
- (8) "Completion Date" shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (9) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of the MPC and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (10) "Phase 1 Financial Security" shall mean the financial security provided under and in accordance with the provisions of the Section 3 of this Agreement and the provisions of the Phase 1 Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein for the Phase 1 Secured Improvements.
- (11) "Surety" shall mean the bonding company or lending institution chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial Security to the Township. The Surety shall be authorized to conduct business in the Commonwealth of Pennsylvania.
- (12) "Phase 1 Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and

between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

- (13) "Subdivision and Land Development Ordinance" shall mean the Upper Uwchlan Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Land Development shall be subject to the provisions of Section 508(4) of the MPC.
 - (14) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
 - (15) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.
- B. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or the MPC.

2. **Construction and Completion of Phase 1 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Phase 1 Secured Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.
- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) The Plans are recorded according to law;

- (2) This Agreement is duly signed and delivered;
 - (3) Phase 1 Financial Security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer has executed the Financial Security Agreement; and
 - (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Phase 1 of the Project.
- D. The Phase 1 Secured Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Phase 1 Improvements during and after construction thereof, provided however, that in the case of Phase 1 Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or otherwise transferred or assigned) Phase 1 Improvements as provided under Section 5 below, and in the case of Phase 1 Improvements that are completed and dedication (or other transfer or assignment) of which has been made to the homeowners' association established for the Project, Developer shall have such repair and maintenance responsibility until such time as said dedication (or other transfer or assignment) has occurred. For purposes of this subsection, "repair and maintenance of all Phase 1 Improvements" shall mean, without limitation, keeping the Phase 1 Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained in accordance with the design and specifications thereof as

shown on the Plans, and with respect to Phase 1 Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other obstructions to motor vehicular traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

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

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

3. **Guaranty of Completion of Phase 1 Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Phase 1 Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Phase 1 Financial Security Agreement. Unless and until the Phase 1 Financial Security is so deposited or otherwise established by Developer, no building or occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to Phase 1 of the Subject Land Development, shall be issued by the Township.
- B. The Phase 1 Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Phase 1 Secured Improvements in accordance with and pursuant to the Phase 1 Financial Security Agreement. The Phase 1 Financial Security shall be of such type as more fully and further provided in and by the Phase 1 Financial Security Agreement.
- C. The initial amount of the Phase 1 Financial Security shall be Ten Million Three Hundred Eighty One Thousand Six Hundred Sixty One and 79/100 (\$10,381,661.79), which is 110% of the total cost estimate as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Phase 1 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Phase 1 Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township in Phase 1 of the Project and with respect to the same, hereby agrees to tender to the Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township:
 - (1) All that certain new street/road, designated on the Plans as: (a) Feters Boulevard to the full ultimate right-of-way width and length thereof; (b) that portion of Appaloosa Road in Phase 1 from centerline Station 4+27.19 to end Station 18+47.57 (length of 1,420.38 l.f.) to the full ultimate right-of-way width thereof; and

(c) that portion of Mustang Road from centerline Station 15+16.95 to end Station 20+32.00 (length of 515.05 l.f.) to the full ultimate right-of-way width thereof; together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said streets or roads in accordance with and pursuant to the Plans and this Agreement;

- (2) All portions of Phase 1 of the Tract, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of Milford Road, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement;
- (3) A ten (10) foot wide public trail easement for those portions of the paved trail along Milford Road in Phase 1; and
- (4) Any or all other facilities specified to be dedicated to the Township in Phase 1 as part of the approval of the Plans.

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

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

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

The maintenance bond or other financial security, to be deposited by Developer under Section 4.B(2) above as a condition to the Township's acceptance of dedication of any of the Phase 1 Improvements offered for dedication under Section 4.A shall be in accordance with the following:

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

Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Phase 1 Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

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

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

- A. In the event that any of the Phase 1 Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Phase 1 Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Phase 1 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Phase 1 Secured Improvements, obtain payment to it, or its order, of all or any part of the Phase 1 Financial Security and/or to otherwise enforce the Phase 1 Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Phase 1 Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Phase 1 Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Phase 1 Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Phase 1 Improvements and pay related costs, expenses and fees.
- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Phase 1 Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Phase 1 Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions

against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Phase 1 Improvements.

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

- A. Developer shall advance and/or reimburse the Township the following:
 - (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Phase 1 Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.
 - (2) All reasonable costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.
- B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.
- C. The Township, under and in accordance with the Phase 1 Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Phase 1 Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.

- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Phase 1 Financial Security, the Phase 1 Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices. Developer does further warrant that the Phase 1 Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.
- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Phase 1 Improvements, together with all reasonable cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand, except to the extent caused by the negligence or willful misconduct of the Township.

9. **Notices.**

- A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against

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

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.
- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.
- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Phase 1 Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township under the MPC, and/or otherwise at law or in equity.
- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to

remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Phase 1 Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

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

UPPER UWCHLAN TOWNSHIP

Gwen A. Jonik
Secretary

By: _____
Guy A. Donatelli, Chairman

DEVELOPER

THE PRESERVE AT MARSH CREEK LLC,
a Pennsylvania limited liability company
By: HIGHGROVE HOLDINGS, LLC,
a Pennsylvania limited liability company,
its sole member

Attest: _____

By: _____
Name:
Title:

MCKEE BUILDERS LLC,
a Pennsylvania limited liability company

Attest: _____

By: _____
Kevin E. McLaughlin, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :
SS.

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of Highgrove Holdings, LLC, a Pennsylvania limited liability company, sole member of THE PRESERVE AT MARSH CREEK LLC, Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

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

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of MCKEE BUILDERS LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	4135	Cover Sheet	3/1/17	9/13/19
2	4135	Overall Title Plan	3/1/17	9/13/19
3	4135	Conditional Use Decision, Waiver Request and Plan Note	3/1/17	9/13/19
4-9	4135	Title Plans	3/1/17	9/13/19
10	4135	Sanitary Sewer Easement Plan	3/1/17	9/13/19
11	4135	Overall Existing Features Plan	3/1/17	9/13/19
12-17	4135	Existing Features Plans	3/1/17	9/13/19
18	4135	Overall Grading and Utilities Plan	3/1/17	9/13/19
19-24	4135	Grading and Utilities Plans	3/1/17	9/13/19
25	4135	Overall Erosion and Sedimentation (E&S) Control Plan	3/1/17	9/13/19
26-31	4135	Erosion and Sedimentation Control Plans	3/1/17	9/13/19
32	4135	Overall Phasing Plan	3/1/17	9/13/19
33	4135	PA Chapter 105 General Permit E&S Plan	3/1/17	9/13/19
34	4135	Overall Post Construction Stormwater Management (Operations and Maintenance) Plan	3/1/17	9/13/19
35-40	4135	Post Construction Stormwater Management (Operations and Maintenance) Plan	3/1/17	9/13/19
41-42	SA-1 – SA-2	Site Analysis Sheet	6/15/17	9/13/19
43	TR-1	Tree Replacement Plan	3/1/17	9/13/19
44	LP-0	Overall Landscape and Lighting Plan	3/1/17	9/13/19
45-50	LP-1 – LP-6	Landscape Plan Sheets	3/1/17	9/13/19
51	LP-7	Landscape Details	3/1/17	9/13/19
52-57	LI-1 – LI-6	Lighting Plan Sheets	3/1/17	9/13/19
58	LI-7	Lighting Detail Sheet	3/1/17	9/13/19
59-60	MP-1 – MP-2	Open Space Management Plan	3/1/17	9/13/19
61-62	BD-1 – BD-2	Bio Rentention – Planting Plans	3/1/17	9/13/19

63-64	BD-3 – BD-4	Basin Planting Plans	3/1/17	9/13/19
65-77	4135	Road Profiles	3/1/17	9/13/19
78	4135	Milford Road Intersection Details	3/1/17	9/13/19
79	4135	ADA Accessible Ramp Details	3/1/17	9/13/19
80-81	4135	Sanitary Sewer Details	3/1/17	9/13/19
82	4135	Roadway Details	3/1/17	9/13/19
83-85	4135	Post Construction Stormwater Management Details	3/1/17	9/13/19
86-87	4135	Erosion and Sedimentation Control Details	3/1/17	9/13/19
88-89	4135	Turning Movement Analysis Plan	3/1/17	9/13/19
90	4135	Traffic Signage and Striping, Group Mailbox Location Plan	3/1/17	9/13/19

EXHIBIT “B”

PHASE 1 SECURED IMPROVEMENTS



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 14, 2019

File No. 14-12031T

Ms. Shanna Lodge
Acting Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: The Preserve at Marsh Creek (aka – Feters Tract)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$10,381,661.79**.

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq. BBMM, LLC (Via e-mail only)
Kevin McLaughlin, McKee Group (Via e-mail only)
David Watt, McKee Group (Via e-mail only)
Alyson Zarro, Esq. RRHC (Via e-mail only)

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

ESCROW STATUS REPORT

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

PROJECT NAME:	The Preserve at Marsh Creek (Phase I)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT NUMBER:	14-12031T	TOTAL CONSTRUCTION (100%) =	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
PROJECT SPONSOR:	McKee-Milford Associates, LP	TOWNSHIP CONTINGENCY (10%) =	AMOUNT OF ENGINEERING/INSPECTION RELEASE:	\$ -
MUNICIPALITY:	Upper Uwchlan Township	CONSTRUCTION INSPECTION (10%) =	AMOUNT OF CURRENT TOTAL RELEASE:	\$ -
		ADMINISTRATIVE AND LEGAL FEES (2%) =	TOTAL OF CONST. RELEASES TO DATE:	\$ -
			CONSTRUCTION ESCROW REMAINING:	\$ 9,437,874.36
		GRAND TOTAL ESCROWED =	TOTAL RETAINAGE/SECURITY RELEASES TO DATE:	\$ -
			RETAINAGE/SECURITY ESCROW REMAINING:	\$ -
		RELEASE NO.:	TOTAL ESCROW REMAINING:	\$ 10,381,661.79
		REQUEST DATE:	CONSTRUCTION COMPLETION:	\$ 10,381,661.79

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING											
Clearing and Grubbing	LS	1.00	\$ 30,455.93	\$ 30,455.93		\$ -		\$ -	1	\$ 30,455.93	
SUBTOTAL ITEM A				\$ 30,455.93		\$ -		\$ 30,455.93			
B. EROSION & SEDIMENT CONTROLS											
Construction Entrance (Main Tire Cleaner 150' Length)	EA	2.00	\$ 5,309.13	\$ 10,618.26		\$ -		\$ -	2	\$ 10,618.26	
Tire Cleaner to Stockpile Area	EA	1.00	\$ 3,602.03	\$ 3,602.03		\$ -		\$ -	1	\$ 3,602.03	
Temporary Access Road	SY	412.00	\$ 8.85	\$ 3,646.20		\$ -		\$ -	412	\$ 3,646.20	
Orange Construction Fence	LF	6949.50	\$ 1.68	\$ 11,675.16		\$ -		\$ -	6,950	\$ 11,675.16	
Inlet Protection	EA		\$ 73.28	\$ -		\$ -		\$ -		\$ -	
Stone Filter Berm	EA	3.00	\$ 525.21	\$ 1,575.63		\$ -		\$ -	3	\$ 1,575.63	
12" Silt Sock	LF	474.60	\$ 3.25	\$ 1,542.45		\$ -		\$ -	475	\$ 1,542.45	
18" Silt Sock	LF	2171.20	\$ 5.42	\$ 11,767.90		\$ -		\$ -	2,171	\$ 11,767.90	
18" Silt Sock (at Off-Site Soil Stockpile Location)	LF	3293.50	\$ 5.42	\$ 17,850.77		\$ -		\$ -	3,294	\$ 17,850.77	
24" Silt Sock	LF	1009.90	\$ 9.75	\$ 9,846.53		\$ -		\$ -	1,010	\$ 9,846.53	
32" Silt Sock	LF	4075.30	\$ 12.19	\$ 49,677.91		\$ -		\$ -	4,075	\$ 49,677.91	
Temp Seed Straw Topsoil	SF	214094.00	\$ 0.04	\$ 8,563.76		\$ -		\$ -	214,094	\$ 8,563.76	
S75 Erosion Control Blanket	SF	363395.00	\$ 0.16	\$ 58,143.20		\$ -		\$ -	363,395	\$ 58,143.20	
C125 Matting in Permanent Swales	SY	3005.00	\$ 3.04	\$ 9,135.20		\$ -		\$ -	3,005	\$ 9,135.20	
C124BN Permanent Matting in Swale	SY	670.00	\$ 3.42	\$ 2,291.40		\$ -		\$ -	670	\$ 2,291.40	
Compost Filter Sock Traps	LF	109.00	\$ 41.20	\$ 4,490.80		\$ -		\$ -	109	\$ 4,490.80	
Compost Filter Socks (Stockpile Area)	LF	2793.50	\$ 41.20	\$ 115,092.20		\$ -		\$ -	2,794	\$ 115,092.20	
SEDIMENT BASIN #1											
Srip Topsoil	CY	1976.00	\$ 1.48	\$ 2,924.48		\$ -		\$ -		\$ -	
Cut / Fill / Compact	CY	9804.00	\$ 2.08	\$ 20,392.32		\$ -		\$ -	1,976	\$ 2,924.48	
Grade Basin	SY	7753.00	\$ 0.25	\$ 1,938.25		\$ -		\$ -	9,804	\$ 20,392.32	
Respread Topsoil	CY	1794.00	\$ 3.86	\$ 6,924.84		\$ -		\$ -	7,753	\$ 1,938.25	
Temp. 3" Skimmer	EA	1.00	\$ 1,226.69	\$ 1,226.69		\$ -		\$ -	1,794	\$ 6,924.84	
Temp. 24" Riser with Trash Rack	EA	1.00	\$ 2,010.81	\$ 2,010.81		\$ -		\$ -	1	\$ 1,226.69	
Outlet Structure	EA	1.00	\$ 3,265.02	\$ 3,265.02		\$ -		\$ -	1	\$ 2,010.81	
15" RCP Outflow Pipe with Concrete Cradle	LF	182.00	\$ 86.35	\$ 16,079.70		\$ -		\$ -	1	\$ 3,265.02	
Anti-seep Collar	EA	4.00	\$ 793.41	\$ 3,173.64		\$ -		\$ -	182	\$ 16,079.70	
15" DW Headwall/Endwall	EA	1.00	\$ 1,308.42	\$ 1,308.42		\$ -		\$ -	4	\$ 3,173.64	
R-3 Rip Rap Apron	TON	59.00	\$ 39.46	\$ 2,328.14		\$ -		\$ -	1	\$ 1,308.42	
Concrete Level Spreader	LF	111.00	\$ 105.96	\$ 11,761.56		\$ -		\$ -	59	\$ 2,328.14	
									111	\$ 11,761.56	

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
SEDIMENT BASIN #1C	Super Silt Fence (5.5' High Baffle Wall)	LF	207.30	\$ 21.71	\$ 4,500.48						\$ -		\$ -	207	\$ 4,500.48	
	S-75 Erosion Control Blanket	SF	55919.00	\$ 0.16	\$ 8,931.04						\$ -		\$ -	55,819	\$ 8,931.04	
	Permeable Concrete Pavers (Emergency Spillway)	SF	1055.00	\$ 10.58	\$ 11,161.90						\$ -		\$ -	1,055	\$ 11,161.90	
	Orange Construction Fence	LF	837.00	\$ 1.68	\$ 1,406.16						\$ -		\$ -	837	\$ 1,406.16	
											\$ -		\$ -		\$ -	
	Strip Topsoil	CY	392.00	\$ 1.48	\$ 580.16						\$ -		\$ -	392	\$ 580.16	
	Cut / Fill / Compact	CY	1461.00	\$ 1.99	\$ 2,907.39						\$ -		\$ -	1,461	\$ 2,907.39	
	Grade Basin	SY	1204.00	\$ 0.25	\$ 301.00						\$ -		\$ -	1,204	\$ 301.00	
	Respread Topsoil	CY	401.00	\$ 3.86	\$ 1,547.86						\$ -		\$ -	401	\$ 1,547.86	
	Outlet Structure	EA	1.00	\$ 2,508.06	\$ 2,508.06						\$ -		\$ -	1	\$ 2,508.06	
SEDIMENT BASIN #2A	15' HDPE Outflow Pipe with Level Spreader	LF	62.00	\$ 53.85	\$ 3,338.70						\$ -		\$ -	62	\$ 3,338.70	
	Anti-Seep Collar	EA	2.00	\$ 801.48	\$ 1,602.96						\$ -		\$ -	2	\$ 1,602.96	
	R-3 Rip Rap Apron	TON	17.00	\$ 40.32	\$ 685.44						\$ -		\$ -	17	\$ 685.44	
	Concrete Level Spreader	LF	45.00	\$ 138.53	\$ 6,233.85						\$ -		\$ -	45	\$ 6,233.85	
	S-75 Erosion Control Blanket	SF	6701.00	\$ 0.16	\$ 1,072.16						\$ -		\$ -	6,701	\$ 1,072.16	
	Seed, Straw, Mulch, & Tack	SF	4132.00	\$ 0.09	\$ 371.88						\$ -		\$ -	4,132	\$ 371.88	
	Orange Construction Fence	LF	240.00	\$ 1.68	\$ 403.20						\$ -		\$ -	240	\$ 403.20	
											\$ -		\$ -		\$ -	
	Strip Topsoil	CY	2439.00	\$ 1.49	\$ 3,634.11						\$ -		\$ -	2,439	\$ 3,634.11	
	Cut / Fill / Compact	CY	10171.00	\$ 2.01	\$ 20,443.71						\$ -		\$ -	10,171	\$ 20,443.71	
SEDIMENT BASIN #2A	Grade Basin	SY	7317.00	\$ 0.25	\$ 1,829.25						\$ -		\$ -	7,317	\$ 1,829.25	
	Polyflex Liner	LS	1.00	\$ 39,696.48	\$ 39,696.48						\$ -		\$ -	1	\$ 39,696.48	
	Respread Topsoil	CY	2463.00	\$ 4.02	\$ 9,901.26						\$ -		\$ -	2,463	\$ 9,901.26	
	Temp. Skimmer	EA	1.00	\$ 1,231.26	\$ 1,231.26						\$ -		\$ -	1	\$ 1,231.26	
	Temp. 84" Riser with Trash Rack	EA	1.00	\$ 5,113.53	\$ 5,113.53						\$ -		\$ -	1	\$ 5,113.53	
	Outlet Structure	EA	1.00	\$ 3,814.34	\$ 3,814.34						\$ -		\$ -	1	\$ 3,814.34	
	3" HDPE with Concrete at End Section	LF	19.00	\$ 25.17	\$ 478.23						\$ -		\$ -	19	\$ 478.23	
	24" HDPE Outflow Pipe with Concrete Cradle	LF	43.00	\$ 151.20	\$ 6,501.60						\$ -		\$ -	43	\$ 6,501.60	
	Anti-Seep Collar	EA	4.00	\$ 796.36	\$ 3,185.44						\$ -		\$ -	4	\$ 3,185.44	
	24" DW Headwall/Endwall	EA	1.00	\$ 1,313.47	\$ 1,313.47						\$ -		\$ -	1	\$ 1,313.47	
SEDIMENT BASIN #2A	R-3 Rip Rap Apron	TON	36.00	\$ 40.45	\$ 1,456.20						\$ -		\$ -	36	\$ 1,456.20	
	Concrete Level Spreader	LF	60.00	\$ 138.37	\$ 8,302.20						\$ -		\$ -	60	\$ 8,302.20	
	Super Silt Fence (5.5' High Baffle Wall)	LF	456.60	\$ 17.35	\$ 7,922.01						\$ -		\$ -	457	\$ 7,922.01	
	S-75 Erosion Control Blanket	SF	32543.00	\$ 0.16	\$ 5,206.88						\$ -		\$ -	32,543	\$ 5,206.88	
	Permeable Concrete Pavers (Emergency Spillway)	SF	1108.89	\$ 10.56	\$ 11,688.76						\$ -		\$ -	1,107	\$ 11,688.76	
	Orange Construction Fence	LF	827.60	\$ 1.68	\$ 1,390.37						\$ -		\$ -	828	\$ 1,390.37	
											\$ -		\$ -		\$ -	
	Strip Topsoil	CY	1108.00	\$ 1.49	\$ 1,647.94						\$ -		\$ -	1,106	\$ 1,647.94	
	Cut / Fill / Compact	CY	2732.00	\$ 1.13	\$ 3,087.16						\$ -		\$ -	2,732	\$ 3,087.16	
	Grade Basin	SY	3397.00	\$ 0.25	\$ 849.25						\$ -		\$ -	3,397	\$ 849.25	
SEDIMENT BIOTRETENTION BASIN #3A	Respread Topsoil	CY	692.00	\$ 3.87	\$ 2,678.04						\$ -		\$ -	692	\$ 2,678.04	
	Outlet Structure	EA	1.00	\$ 2,921.00	\$ 2,921.00						\$ -		\$ -	1	\$ 2,921.00	
	15' HDPE Outflow Pipe	LF	65.00	\$ 29.42	\$ 1,912.30						\$ -		\$ -	65	\$ 1,912.30	
	Anti-Seep Collar	EA	3.00	\$ 804.46	\$ 2,413.38						\$ -		\$ -	3	\$ 2,413.38	
	15' DW Headwall/Endwall	EA	1.00	\$ 1,854.72	\$ 1,854.72						\$ -		\$ -	1	\$ 1,854.72	
	S-75 Erosion Control Blanket	SF	10838.00	\$ 0.16	\$ 1,734.08						\$ -		\$ -	10,838	\$ 1,734.08	
	Seed, Straw, Mulch, & Tack	SF	7852.00	\$ 0.09	\$ 706.68						\$ -		\$ -	7,852	\$ 706.68	
											\$ -		\$ -		\$ -	
	Strip Topsoil	CY	73.00	\$ 1.49	\$ 108.77						\$ -		\$ -	73	\$ 108.77	
	Cut / Fill / Compact	CY	132.00	\$ 1.73	\$ 228.36						\$ -		\$ -	132	\$ 228.36	
SEDIMENT BASIN #2A	Grade Basin	SY	225.00	\$ 0.25	\$ 56.25						\$ -		\$ -	225	\$ 56.25	
	Respread Topsoil	CY	75.00	\$ 3.87	\$ 290.25						\$ -		\$ -	75	\$ 290.25	
	Outlet Structure	EA	1.00	\$ 3,111.53	\$ 3,111.53						\$ -		\$ -	1	\$ 3,111.53	
	15' HDPE Outflow Pipe	LF	24.00	\$ 31.87	\$ 764.88						\$ -		\$ -	24	\$ 764.88	

ESCROW TABULATION				CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
15" HDPE Flared End Section	EA	1.00	\$ 406.52	\$ 406.52	-	-	-	-	-	-	1	\$ 406.52	
R-3 Rip Rap Apron	TON	3.00	\$ 68.61	\$ 205.83	-	-	-	-	-	-	3	\$ 205.83	
S-75 Erosion Control Blanket	SF	3802.00	\$ 0.16	\$ 608.32	-	-	-	-	-	-	3,802	\$ 608.32	
SEDIMENT BASIN #3A													
Strip Topsoil	CY	1028.00	\$ 1.49	\$ 1,531.72	-	-	-	-	-	-	1,028	\$ 1,531.72	
Cut / Fill / Compact	CY	5345.00	\$ 0.99	\$ 5,291.55	-	-	-	-	-	-	5,345	\$ 5,291.55	
Grade Basin	SY	3169.00	\$ 0.25	\$ 792.25	-	-	-	-	-	-	3,169	\$ 792.25	
Respread Topsoil	CY	890.00	\$ 3.87	\$ 3,444.30	-	-	-	-	-	-	890	\$ 3,444.30	
Outlet Structure	EA	1.00	\$ 7,259.72	\$ 7,259.72	-	-	-	-	-	-	1	\$ 7,259.72	
38" x 60" HERCP Outflow Pipe with Concrete Cradle	LF	118.00	\$ 372.74	\$ 43,983.32	-	-	-	-	-	-	118	\$ 43,983.32	
Anti-Seep Collar	EA	6.00	\$ 1,109.03	\$ 6,654.18	-	-	-	-	-	-	6	\$ 6,654.18	
38" x 60" HERCP DW Endwall	EA	1.00	\$ 10,156.75	\$ 10,156.75	-	-	-	-	-	-	1	\$ 10,156.75	
R-5 Rip Rap Apron	TON	46.00	\$ 47.91	\$ 2,203.86	-	-	-	-	-	-	46	\$ 2,203.86	
S-75 Erosion Control Blanket	SF	19494.00	\$ 0.16	\$ 3,119.04	-	-	-	-	-	-	19,494	\$ 3,119.04	
Permeable Concrete Pavers (Emergency Spillway)	SF	1427.48	\$ 10.56	\$ 15,074.19	-	-	-	-	-	-	1,427	\$ 15,074.19	
Orange Construction Fence	LF	521.00	\$ 1.68	\$ 875.28	-	-	-	-	-	-	521	\$ 875.28	
SEDIMENT BIOTENTION BASIN #3B													
Strip Topsoil	CY	102.00	\$ 1.49	\$ 151.98	-	-	-	-	-	-	102	\$ 151.98	
Cut / Fill / Compact	CY	277.00	\$ 1.60	\$ 443.20	-	-	-	-	-	-	277	\$ 443.20	
Grade Basin	SY	374.00	\$ 0.25	\$ 93.50	-	-	-	-	-	-	374	\$ 93.50	
Respread Topsoil	CY	125.00	\$ 3.87	\$ 483.75	-	-	-	-	-	-	125	\$ 483.75	
Outlet Structure	EA	1.00	\$ 2,947.45	\$ 2,947.45	-	-	-	-	-	-	1	\$ 2,947.45	
15" HDPE Outflow Pipe	LF	136.00	\$ 27.74	\$ 3,772.64	-	-	-	-	-	-	136	\$ 3,772.64	
S-75 Erosion Control Blanket	SF	10814.00	\$ 0.16	\$ 1,689.24	-	-	-	-	-	-	10,614	\$ 1,689.24	
SEDIMENT BASIN #3B													
Strip Topsoil	CY	3162.00	\$ 1.49	\$ 4,711.38	-	-	-	-	-	-	3,162	\$ 4,711.38	
Cut / Fill / Compact	CY	15935.00	\$ 2.02	\$ 32,188.70	-	-	-	-	-	-	15,935	\$ 32,188.70	
Grade Basin	SY	9771.00	\$ 0.25	\$ 2,442.75	-	-	-	-	-	-	9,771	\$ 2,442.75	
Respread Topsoil	CY	2221.00	\$ 3.87	\$ 8,595.27	-	-	-	-	-	-	2,221	\$ 8,595.27	
Temp. Skimmer	EA	1.00	\$ 1,231.26	\$ 1,231.26	-	-	-	-	-	-	1	\$ 1,231.26	
Temp. 36" Riser with Trash Rack and 24" Barrel	EA	1.00	\$ 3,507.75	\$ 3,507.75	-	-	-	-	-	-	1	\$ 3,507.75	
Outlet Structure	EA	1.00	\$ 3,431.96	\$ 3,431.96	-	-	-	-	-	-	1	\$ 3,431.96	
30" HDPE Outflow Pipe with Concrete Cradle	LF	34.00	\$ 157.85	\$ 5,366.90	-	-	-	-	-	-	34	\$ 5,366.90	
Anti-Seep Collar	EA	4.00	\$ 796.36	\$ 3,185.44	-	-	-	-	-	-	4	\$ 3,185.44	
30" DW Headwall/Endwall	EA	1.00	\$ 2,670.55	\$ 2,670.55	-	-	-	-	-	-	1	\$ 2,670.55	
R-3 Rip Rap Apron	TON	129.00	\$ 40.45	\$ 5,218.05	-	-	-	-	-	-	129	\$ 5,218.05	
Concrete Level Spreader	LF	114.00	\$ 105.85	\$ 12,066.90	-	-	-	-	-	-	114	\$ 12,066.90	
Super Silt Fence (5.5' High Battle Wall)	LF	648.50	\$ 17.35	\$ 11,251.48	-	-	-	-	-	-	649	\$ 11,251.48	
S-75 Erosion Control Blanket	SF	65265.00	\$ 0.16	\$ 10,442.40	-	-	-	-	-	-	65,265	\$ 10,442.40	
Permeable Concrete Pavers (Emergency Spillway)	SF	2743.00	\$ 10.56	\$ 28,966.08	-	-	-	-	-	-	2,743	\$ 28,966.08	
Orange Construction Fence	LF	782.00	\$ 1.68	\$ 1,313.76	-	-	-	-	-	-	782	\$ 1,313.76	
SEDIMENT BASIN #4													
Strip Topsoil	CY	2330.00	\$ 1.49	\$ 3,471.70	-	-	-	-	-	-	2,330	\$ 3,471.70	
Cut / Fill / Compact	CY	4537.00	\$ 1.70	\$ 7,746.90	-	-	-	-	-	-	4,537	\$ 7,746.90	
Grade Basin	SY	7104.00	\$ 0.25	\$ 1,776.00	-	-	-	-	-	-	7,104	\$ 1,776.00	
Respread Topsoil	CY	1654.00	\$ 3.87	\$ 6,400.98	-	-	-	-	-	-	1,654	\$ 6,400.98	
Temp. Skimmer	EA	1.00	\$ 910.19	\$ 910.19	-	-	-	-	-	-	1	\$ 910.19	
Temp. 30" Riser with Trash Rack	EA	1.00	\$ 2,598.10	\$ 2,598.10	-	-	-	-	-	-	1	\$ 2,598.10	
Outlet Structure	EA	1.00	\$ 3,760.94	\$ 3,760.94	-	-	-	-	-	-	1	\$ 3,760.94	
3" HDPE with Concrete at End Section	LF	30.00	\$ 25.17	\$ 755.10	-	-	-	-	-	-	30	\$ 755.10	
15" HDPE Outflow Pipe with Concrete Cradle	LF	94.00	\$ 81.61	\$ 7,671.34	-	-	-	-	-	-	94	\$ 7,671.34	
Anti-Seep Collar	EA	4.00	\$ 504.46	\$ 2,017.84	-	-	-	-	-	-	4	\$ 2,017.84	
Connect to Existing Storm Sewer	EA	1.00	\$ 1,126.40	\$ 1,126.40	-	-	-	-	-	-	1	\$ 1,126.40	
Super Silt Fence (5.5' High Battle Wall)	LF	312.00	\$ 10.84	\$ 3,382.08	-	-	-	-	-	-	312	\$ 3,382.08	

ESCROW TABULATION										CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT
S-75 Erosion Control Blanket										SF	31521.00	\$	0.16	\$	5,043.36	31,521	\$	5,043.36	
Permeable Concrete Pavers (Emergency Spillway)										SF	542.44	\$	10.56	\$	5,728.17	542	\$	5,728.17	
Seed, Straw, Mulch, & Tack										SF	10830.00	\$	0.09	\$	974.70	10,830	\$	974.70	
Orange Construction Fence										LF	782.00	\$	1.68	\$	1,313.76	782	\$	1,313.76	
SUBTOTAL ITEM B												\$		\$	901,544.97		\$	901,544.97	
C. DEMOLITION																			
Dumpster Load										EA	8.00	\$	650.00	\$	5,200.00	8	\$	5,200.00	
Misc. Sun Pipe Notification Markers										EA	1.00	\$	2,000.00	\$	2,000.00	1	\$	2,000.00	
Misc. Poles to Existing Structures										EA	1.00	\$	6,500.00	\$	6,500.00	1	\$	6,500.00	
Well Capping										EA	1.00	\$	1,533.65	\$	1,533.65	1	\$	1,533.65	
Septic Removal										EA	1.00	\$	2,388.81	\$	2,388.81	1	\$	2,388.81	
Concrete/Asphalt Demolition										SY	3260.64	\$	2.59	\$	8,771.12	3,261	\$	8,771.12	
General Demolition										LS	1.00	\$	29,062.61	\$	29,062.61	1	\$	29,062.61	
SUBTOTAL ITEM C												\$		\$	55,456.19		\$	55,456.19	
D. EARTHWORK																			
Strip Topsoil										CY	90577.00	\$	1.58	\$	143,111.66	90,577	\$	143,111.66	
Cut / Fill / Compact										CY	137062.00	\$	2.19	\$	300,165.78	137,062	\$	300,165.78	
Grade										SY	217626.00	\$	0.20	\$	43,525.20	217,626	\$	43,525.20	
Handle Trench Spoils										CY	11377.00	\$	2.34	\$	26,622.18	11,377	\$	26,622.18	
Respread Topsoil (2' to Right-of-Way)										CY	6977.00	\$	5.34	\$	37,257.18	6,977	\$	37,257.18	
Respread Topsoil (12" to Islands)										CY	583.00	\$	14.80	\$	8,511.80	583	\$	8,511.80	
Respread Topsoil (18" to Open Space)										CY	42115.00	\$	3.39	\$	142,769.85	42,115	\$	142,769.85	
Permanent Swale C-125 Matting										SY	3130.00	\$	3.04	\$	9,515.20	3,130	\$	9,515.20	
Seed, Straw, Mulch, & Tack										SF	1540828.00	\$	0.06	\$	92,449.68	1,540,828	\$	92,449.68	
PHASE 2 BORROW TO BALANCE SITE																			
Strip Topsoil										CY	2510.00	\$	4.06	\$	10,596.60	2,510	\$	10,596.60	
Grade										SY	9785.00	\$	0.19	\$	1,869.15	9,785	\$	1,869.15	
Respread Topsoil (2' to Right-of-Way)										CY	308.00	\$	5.41	\$	1,666.28	308	\$	1,666.28	
Respread Topsoil (6' to Open Space)										CY	563.00	\$	3.35	\$	1,886.05	563	\$	1,886.05	
Seed, Straw, Mulch, & Tack										SF	75052.00	\$	0.05	\$	3,752.60	75,052	\$	3,752.60	
SEPTIC FIELDS																			
Seed Mixture per Glackin, Thomas, & Panzak (Fields #1 and #2)										SF	238272.60	\$	0.14	\$	33,358.16	238,273	\$	33,358.16	
Grading Adjustments & Fall Over Seeding										LS	1.00	\$	11,410.77	\$	11,410.77	1	\$	11,410.77	
SUBTOTAL ITEM D												\$		\$	868,288.14		\$	868,288.14	
E. STORM SEWER																			
15" HDPE										LF	7373.00	\$	32.50	\$	239,622.50	7,373	\$	239,622.50	
18" HDPE										LF	2001.00	\$	34.30	\$	68,634.30	2,001	\$	68,634.30	
24" HDPE										LF	1673.00	\$	44.27	\$	74,063.71	1,673	\$	74,063.71	
30" HDPE										LF	536.00	\$	58.47	\$	31,339.92	536	\$	31,339.92	
36" HDPE										LF	940.00	\$	67.90	\$	63,826.00	940	\$	63,826.00	
42" HDPE										LF	149.00	\$	82.60	\$	12,307.40	149	\$	12,307.40	
48" HDPE										LF	32.00	\$	90.00	\$	2,880.00	32	\$	2,880.00	
34" x 53" HERCIP										LF	182.00	\$	150.00	\$	27,300.00	182	\$	27,300.00	
Type M Inlet (24" x 45" Box)										EA	18.00	\$	2,324.21	\$	41,835.78	18	\$	41,835.78	
Type M Inlet (24" x 72" Box)										EA	1.00	\$	2,810.60	\$	2,810.60	1	\$	2,810.60	
Type M Inlet (60" x 60" Box)										EA	1.00	\$	4,489.22	\$	4,489.22	1	\$	4,489.22	

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Type C Inlet (24" x 45" Box)	EA	79.00	\$ 2,383.89	\$ 188,327.31							\$ -		\$ -	79	\$ 188,327.31	
Type C Inlet (24" x 72" Box)	EA	2.00	\$ 4,508.91	\$ 9,017.82							\$ -		\$ -	2	\$ 9,017.82	
Type C Inlet (42" x 48" Box)	EA	13.00	\$ 3,297.97	\$ 42,873.61							\$ -		\$ -	13	\$ 42,873.61	
Type C Inlet (48" x 48" Box)	EA	3.00	\$ 4,028.24	\$ 12,084.72							\$ -		\$ -	3	\$ 12,084.72	
Type C Inlet (48" x 54" Box)	EA	5.00	\$ 4,680.72	\$ 23,448.60							\$ -		\$ -	5	\$ 23,448.60	
Type C Inlet (48" x 66" Box)	EA	4.00	\$ 4,065.75	\$ 16,263.00							\$ -		\$ -	4	\$ 16,263.00	
Type C Inlet (60" x 60" Box)	EA	3.00	\$ 5,960.92	\$ 17,882.76							\$ -		\$ -	3	\$ 17,882.76	
60" Storm Manhole	EA	2.00	\$ 3,672.91	\$ 7,345.82							\$ -		\$ -	2	\$ 7,345.82	
42" DW Headwall/Endwall	EA	1.00	\$ 4,736.51	\$ 4,736.51							\$ -		\$ -	1	\$ 4,736.51	
36" DW Headwall/Endwall	EA	1.00	\$ 3,896.88	\$ 3,896.88							\$ -		\$ -	1	\$ 3,896.88	
30" DW Headwall/Endwall	EA	1.00	\$ 2,518.24	\$ 2,518.24							\$ -		\$ -	1	\$ 2,518.24	
24" DW Headwall/Endwall	EA	1.00	\$ 1,391.03	\$ 1,391.03							\$ -		\$ -	1	\$ 1,391.03	
24" HOPE Flared End Section	EA	2.00	\$ 473.46	\$ 946.92							\$ -		\$ -	2	\$ 946.92	
18" DW Headwall/Endwall	EA	3.00	\$ 1,277.50	\$ 3,832.50							\$ -		\$ -	3	\$ 3,832.50	
15" DW Headwall/Endwall	EA	3.00	\$ 1,277.50	\$ 3,832.50							\$ -		\$ -	3	\$ 3,832.50	
34" x 53" HERCP Headwall/Endwall	EA	1.00	\$ 4,736.51	\$ 4,736.51							\$ -		\$ -	1	\$ 4,736.51	
R-7 Rip Rap Apron	TON	359.00	\$ 55.98	\$ 20,096.82							\$ -		\$ -	359	\$ 20,096.82	
R-6 Rip Rap Apron	TON	11.00	\$ 52.55	\$ 578.05							\$ -		\$ -	11	\$ 578.05	
R-4 Rip Rap Apron	TON	23.00	\$ 40.36	\$ 928.28							\$ -		\$ -	23	\$ 928.28	
R-3 Rip Rap Level Spreader	TON	13.00	\$ 44.62	\$ 580.06							\$ -		\$ -	13	\$ 580.06	
OFF-SITE STORM SEWER IMPROVEMENTS											\$ -		\$ -		\$ -	
15" HDPE	LF	531.00	\$ 41.11	\$ 21,829.41							\$ -		\$ -	531	\$ 21,829.41	
Type M Inlet (24" x 45" Box)	EA	3.00	\$ 2,673.86	\$ 8,021.58							\$ -		\$ -	3	\$ 8,021.58	
15" DW Headwall/Endwall	EA	1.00	\$ 1,277.50	\$ 1,277.50							\$ -		\$ -	1	\$ 1,277.50	
R-3 Rip Rap Apron	TON	3.00	\$ 68.61	\$ 205.83							\$ -		\$ -	3	\$ 205.83	
Stone Backfill	TON	54.00	\$ 15.65	\$ 845.10							\$ -		\$ -	54	\$ 845.10	
SUBTOTAL ITEM E											\$ -		\$ -		\$ -	
F. STORMWATER BASINS											\$ -		\$ -		\$ -	
BASIN #1											\$ -		\$ -		\$ -	
Construction Entrance	EA	1.00	\$ 1,081.44	\$ 1,081.44							\$ -		\$ -	1	\$ 1,081.44	
Dewatering	LS	1.00	\$ 1,324.30	\$ 1,324.30							\$ -		\$ -	1	\$ 1,324.30	
Remove Dewatering Facility	EA	2.00	\$ 211.55	\$ 423.10							\$ -		\$ -	2	\$ 423.10	
Erosion Control Removal	LS	1.00	\$ 4,091.40	\$ 4,091.40							\$ -		\$ -	1	\$ 4,091.40	
Desilt Basin	CY	432.00	\$ 13.10	\$ 5,659.20							\$ -		\$ -	432	\$ 5,659.20	
Grade Basin	SY	2595.00	\$ 0.50	\$ 1,297.50							\$ -		\$ -	2,595	\$ 1,297.50	
Install Underdrain	LF	621.00	\$ 9.51	\$ 5,905.71							\$ -		\$ -	621	\$ 5,905.71	
AASHTO #57 Stone Bed	TON	800.00	\$ 38.40	\$ 30,720.00							\$ -		\$ -	800	\$ 30,720.00	
15" HDPE	LF	7.00	\$ 86.60	\$ 606.20							\$ -		\$ -	7	\$ 606.20	
15" Endwall	EA	1.00	\$ 1,341.98	\$ 1,341.98							\$ -		\$ -	1	\$ 1,341.98	
Amended Soils	CY	865.00	\$ 37.94	\$ 32,818.10							\$ -		\$ -	865	\$ 32,818.10	
Right-of-Way Restoration	SY	197.00	\$ 25.04	\$ 4,932.88							\$ -		\$ -	197	\$ 4,932.88	
Meadow Seed Mix	SF	34270.00	\$ 0.35	\$ 11,994.50							\$ -		\$ -	34,270	\$ 11,994.50	
BASIN #1C											\$ -		\$ -		\$ -	
Construction Entrance	EA	1.00	\$ 1,081.44	\$ 1,081.44							\$ -		\$ -	1	\$ 1,081.44	
Dewatering	LS	1.00	\$ 1,324.30	\$ 1,324.30							\$ -		\$ -	1	\$ 1,324.30	
Strip Topsoil	CY	78.00	\$ 8.13	\$ 634.14							\$ -		\$ -	78	\$ 634.14	
Desilt Basin	CY	20.00	\$ 39.30	\$ 786.00							\$ -		\$ -	20	\$ 786.00	
Cut / Export	CY	649.00	\$ 11.66	\$ 7,567.34							\$ -		\$ -	649	\$ 7,567.34	
Cullec System	LS	1.00	\$ 35,497.12	\$ 35,497.12							\$ -		\$ -	1	\$ 35,497.12	
15" HDPE	LF	20.00	\$ 47.84	\$ 956.80							\$ -		\$ -	20	\$ 956.80	
18" HDPE	LF	7.00	\$ 63.50	\$ 444.50							\$ -		\$ -	7	\$ 444.50	
15" to 24" Endwall	EA	1.00	\$ 515.04	\$ 515.04							\$ -		\$ -	1	\$ 515.04	
Outlet Structure	EA	1.00	\$ 3,211.48	\$ 3,211.48							\$ -		\$ -	1	\$ 3,211.48	

ESCROW TABULATION										CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT		PERCENT
Grade Basin										496.00	\$ 0.50	\$ 248.00				496	\$ 248.00		
Amended Soils										40.00	\$ 99.25	\$ 3,970.00				40	\$ 3,970.00		
Respread Topsoil										78.00	\$ 14.67	\$ 1,144.26				78	\$ 1,144.26		
Seed, Straw, Mulch, & Tack										1014.00	\$ 0.14	\$ 141.96				1,014	\$ 141.96		
S-75 Erosion Control Blanket										4467.00	\$ 0.16	\$ 714.72				4,467	\$ 714.72		
Right-of-Way Restoration										775.00	\$ 2.78	\$ 2,154.50				775	\$ 2,154.50		
Basin Plantings (Plugs)										1855.00	\$ 3.50	\$ 6,492.50				1,855	\$ 6,492.50		
River Rock at Storm Inlet										1.00	\$ 1,500.00	\$ 1,500.00				1	\$ 1,500.00		
Mulch Bed										450.00	\$ 35.00	\$ 15,750.00				450	\$ 15,750.00		
BASIN #2																			
Construction Entrance										1.00	\$ 1,081.87	\$ 1,081.87				1	\$ 1,081.87		
Remove Temp. Liner and E&S Controls										1.00	\$ 12,612.45	\$ 12,612.45				1	\$ 12,612.45		
Dewater										1.00	\$ 2,659.58	\$ 2,659.58				1	\$ 2,659.58		
Remove Dewatering Devices										2.00	\$ 317.65	\$ 635.30				2	\$ 635.30		
Desilt										456.00	\$ 13.09	\$ 5,707.24				456	\$ 5,707.24		
Cut / Export										1805.00	\$ 9.18	\$ 16,569.90				1,805	\$ 16,569.90		
Grade Basin										2620.00	\$ 0.51	\$ 1,336.20				2,620	\$ 1,336.20		
15" HDPE										3.00	\$ 119.66	\$ 358.98				3	\$ 358.98		
15' Endwall										1.00	\$ 1,342.62	\$ 1,342.62				1	\$ 1,342.62		
AASHTO #57 Stone Bed with River Rock										1200.00	\$ 42.82	\$ 51,384.00				1,200	\$ 51,384.00		
Amended Soils										660.00	\$ 46.23	\$ 30,511.80				660	\$ 30,511.80		
Respread Topsoil										175.00	\$ 16.36	\$ 2,863.00				175	\$ 2,863.00		
Seed, Straw, Mulch, & Tack										23551.00	\$ 0.14	\$ 3,297.14				23,551	\$ 3,297.14		
S-75 Erosion Control Blanket										9436.00	\$ 0.16	\$ 1,509.76				9,436	\$ 1,509.76		
Right-of-Way Restoration										2000.00	\$ 2.78	\$ 5,560.00				2,000	\$ 5,560.00		
Basin Shrubs										59.00	\$ 60.00	\$ 3,540.00				59	\$ 3,540.00		
Basin Plantings (Plugs)										18120.00	\$ 3.50	\$ 63,420.00				18,120	\$ 63,420.00		
BIORETENTION BASIN #2A																			
Construction Entrance										1.00	\$ 1,081.87	\$ 1,081.87				1	\$ 1,081.87		
Dewater										1.00	\$ 1,329.79	\$ 1,329.79				1	\$ 1,329.79		
Desilt										223.00	\$ 14.30	\$ 3,188.90				223	\$ 3,188.90		
Cullec System										1.00	\$ 90,639.78	\$ 90,639.78				1	\$ 90,639.78		
Grade Basin										1340.00	\$ 0.51	\$ 683.40				1,340	\$ 683.40		
Cut / Export										1282.00	\$ 9.60	\$ 12,307.20				1,282	\$ 12,307.20		
Outlet Structure (Manhole)										2.00	\$ 3,225.40	\$ 6,450.80				2	\$ 6,450.80		
8" HDPE with C/O										30.00	\$ 67.00	\$ 2,010.00				30	\$ 2,010.00		
15" HDPE										2.00	\$ 173.77	\$ 347.54				2	\$ 347.54		
15' Endwall										1.00	\$ 1,342.62	\$ 1,342.62				1	\$ 1,342.62		
Amended Soils										452.00	\$ 43.57	\$ 19,693.64				452	\$ 19,693.64		
Seed, Straw, Mulch, & Tack										12043.00	\$ 0.14	\$ 1,686.02				12,043	\$ 1,686.02		
Right-of-Way Restoration										125.00	\$ 2.78	\$ 347.50				125	\$ 347.50		
Basin Plantings (Plugs)										7930.00	\$ 3.50	\$ 27,755.00				7,930	\$ 27,755.00		
Mulch Bed										726.00	\$ 35.00	\$ 25,410.00				726	\$ 25,410.00		
BIORETENTION BASIN #2B																			
Construction Entrance										1.00	\$ 1,081.87	\$ 1,081.87				1	\$ 1,081.87		
Mobilization and Supervision										1.00	\$ 14,483.52	\$ 14,483.52				1	\$ 14,483.52		
Strip Topsoil										294.00	\$ 10.85	\$ 3,189.90				294	\$ 3,189.90		
Cut / Export										287.00	\$ 13.58	\$ 3,897.46				287	\$ 3,897.46		
Underground Pipe System										1.00	\$ 82,536.31	\$ 82,536.31				1	\$ 82,536.31		
Outlet Structure										1.00	\$ 2,708.81	\$ 2,708.81				1	\$ 2,708.81		
15" HDPE Outflow Pipe										31.00	\$ 29.59	\$ 917.29				31	\$ 917.29		
15' Endwall										1.00	\$ 1,277.50	\$ 1,277.50				1	\$ 1,277.50		
R-3 Rip Rap Apron										3.00	\$ 68.61	\$ 205.83				3	\$ 205.83		
Grade Basin										1195.00	\$ 0.51	\$ 609.45				1,195	\$ 609.45		
Respread Topsoil										234.00	\$ 14.68	\$ 3,435.12				234	\$ 3,435.12		

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CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
S-75 Erosion Control Blanket										10743.00	\$ 1,718.88	-	\$ -	10,743	\$ 1,718.88	
Right-of-Way Restoration										2000.00	\$ 5,560.00	-	\$ -	2,000	\$ 5,560.00	
BIORETENTION BASIN #3A																
Construction Entrance										1.00	\$ 1,081.87	-	\$ -	1	\$ 1,081.87	
Dewater										1.00	\$ 1,329.79	-	\$ -	1	\$ 1,329.79	
Strip Topsoil										60.00	\$ 8.14	-	\$ -	60	\$ 488.40	
Desilt										10.00	\$ 70.72	-	\$ -	10	\$ 707.20	
Cut / Export										130.00	\$ 11.67	-	\$ -	130	\$ 1,517.10	
Cullec System										1.00	\$ 30,872.52	-	\$ -	1	\$ 30,872.52	
Grade Basin										340.00	\$ 0.51	-	\$ -	340	\$ 173.40	
Outlet Structure										1.00	\$ 2,929.90	-	\$ -	1	\$ 2,929.90	
Outflow Pipe										5.00	\$ 103.35	-	\$ -	5	\$ 516.75	
Amended Soils										12.00	\$ 213.17	-	\$ -	12	\$ 2,558.04	
Respread Topsoil										57.00	\$ 15.07	-	\$ -	57	\$ 858.99	
Seed, Straw, Mulch, & Tack										108.00	\$ 0.14	-	\$ -	108	\$ 15.12	
S-75 Erosion Control Blanket										3062.00	\$ 0.16	-	\$ -	3,062	\$ 489.92	
Right-of-Way Restoration										395.00	\$ 2.78	-	\$ -	395	\$ 1,098.10	
Basin Plantings (Plugs)										1130.00	\$ 3.50	-	\$ -	1,130	\$ 3,955.00	
River Rock at Storm Inlet										1.00	\$ 1,500.00	-	\$ -	1	\$ 1,500.00	
Mulch Bed										233.00	\$ 35.00	-	\$ -	233	\$ 8,155.00	
BASIN #3A																
Remove Temp. Facilities										1.00	\$ 2,043.78	-	\$ -	1	\$ 2,043.78	
Construction Entrance										1.00	\$ 1,081.87	-	\$ -	1	\$ 1,081.87	
Dewater										1.00	\$ 1,329.79	-	\$ -	1	\$ 1,329.79	
Desilt										177.00	\$ 14.94	-	\$ -	177	\$ 2,644.38	
Cut / Export										645.00	\$ 10.27	-	\$ -	645	\$ 6,624.15	
Grade Basin										1065.00	\$ 0.51	-	\$ -	1,065	\$ 543.15	
24" HDPE										33.00	\$ 54.67	-	\$ -	33	\$ 1,804.11	
30" HDPE										33.00	\$ 65.74	-	\$ -	33	\$ 2,169.42	
24" Endwall										1.00	\$ 3,590.54	-	\$ -	1	\$ 3,590.54	
30" Endwall										1.00	\$ 3,590.54	-	\$ -	1	\$ 3,590.54	
Amended Soils										177.00	\$ 52.50	-	\$ -	177	\$ 9,292.50	
Seed, Straw, Mulch, & Tack										9553.00	\$ 0.14	-	\$ -	9,553	\$ 1,337.42	
Right-of-Way Restoration										150.00	\$ 2.78	-	\$ -	150	\$ 417.00	
Permanent Seed										10500.00	\$ 0.35	-	\$ -	10,500	\$ 3,675.00	
BIORETENTION BASIN #3B																
Construction Entrance										1.00	\$ 1,081.87	-	\$ -	1	\$ 1,081.87	
Dewater										1.00	\$ 1,329.79	-	\$ -	1	\$ 1,329.79	
Desilt										20.00	\$ 39.31	-	\$ -	20	\$ 786.20	
Strip Topsoil										54.00	\$ 10.85	-	\$ -	54	\$ 585.90	
Cut / Export										454.00	\$ 11.67	-	\$ -	454	\$ 5,298.18	
Cullec System										1.00	\$ 75,142.93	-	\$ -	1	\$ 75,142.93	
Grade Basin										700.00	\$ 0.51	-	\$ -	700	\$ 357.00	
Amended Soils										16.00	\$ 188.04	-	\$ -	16	\$ 3,008.64	
Respread Topsoil										116.00	\$ 14.68	-	\$ -	116	\$ 1,702.88	
Seed, Straw, Mulch, & Tack										425.00	\$ 0.14	-	\$ -	425	\$ 59.50	
S-75 Erosion Control Blanket										6280.00	\$ 0.16	-	\$ -	6,280	\$ 1,004.80	
Right-of-Way Restoration										470.00	\$ 2.78	-	\$ -	470	\$ 1,306.60	
Basin Plantings (Plugs)										1377.00	\$ 3.50	-	\$ -	1,377	\$ 4,819.50	
River Rock at Storm Inlet										1.00	\$ 1,500.00	-	\$ -	1	\$ 1,500.00	
Mulch Bed										156.00	\$ 35.00	-	\$ -	156	\$ 5,460.00	
BASIN #3B																
Remove Temp. Facilities										1.00	\$ 5,672.95	-	\$ -	1	\$ 5,672.95	
Construction Entrance										1.00	\$ 1,081.87	-	\$ -	1	\$ 1,081.87	

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CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Dewater	LS	1.00		\$ 1,329.79	\$ 1,329.79									1	\$ 1,329.79	
Remove Dewatering Devices	EA	2.00		\$ 211.77	\$ 423.54									2	\$ 423.54	
Desilt	CY	577.00		\$ 12.78	\$ 7,374.06									577	\$ 7,374.06	
Cut / Export	CY	2643.00		\$ 8.95	\$ 23,654.85									2,643	\$ 23,654.85	
Grade Basin	SY	3460.00		\$ 0.51	\$ 1,764.60									3,460	\$ 1,764.60	
Install Underdrain	LF	117.00		\$ 9.57	\$ 1,119.69									1,117	\$ 10,689.69	
AASHTO #57 Stone Bed	TON	970.00		\$ 36.82	\$ 35,755.40									970	\$ 37,655.40	
15" HDPE	LF	12.00		\$ 72.22	\$ 866.64									12	\$ 866.64	
15" Endwall	EA	1.00		\$ 1,342.62	\$ 1,342.62									1	\$ 1,342.62	
Amended Soils	CY	1050.00		\$ 44.24	\$ 46,452.00									1,050	\$ 46,452.00	
Seed, Straw, Mulch, & Tack	SF	28231.00		\$ 0.14	\$ 3,952.34									28,231	\$ 3,952.34	
S-75 Erosion Control Blanket	SF	2912.00		\$ 0.16	\$ 465.92									2,912	\$ 465.92	
Right-of-Way Restoration	SY	150.00		\$ 2.78	\$ 417.00									150	\$ 417.00	
Permanent Seed	SF	56000.00		\$ 0.35	\$ 19,600.00									56,000	\$ 19,600.00	
BASIN #4																
Remove Temp. Facilities	LS	1.00		\$ 4,452.58	\$ 4,452.58									1	\$ 4,452.58	
Construction Entrance	EA	1.00		\$ 1,081.87	\$ 1,081.87									1	\$ 1,081.87	
Dewater	LS	1.00		\$ 2,659.58	\$ 2,659.58									1	\$ 2,659.58	
Remove Dewatering Devices	EA	3.00		\$ 282.36	\$ 847.08									3	\$ 847.08	
Desilt	CY	585.00		\$ 12.27	\$ 7,177.95									585	\$ 7,177.95	
Strip Topsoil	CY	345.00		\$ 8.14	\$ 2,808.30									345	\$ 2,808.30	
Cut / Export	CY	6168.00		\$ 7.67	\$ 47,308.56									6,168	\$ 47,308.56	
Grade Basin	SY	5615.00		\$ 0.51	\$ 2,863.65									5,615	\$ 2,863.65	
15" HDPE	LF	4.00		\$ 143.20	\$ 572.80									4	\$ 572.80	
15" Endwall	EA	1.00		\$ 1,342.62	\$ 1,342.62									1	\$ 1,342.62	
AASHTO #57 Stone Bed with River Rock	CY	1308.00		\$ 40.99	\$ 53,614.92									1,308	\$ 53,614.92	
Amended Soils	CY	1045.00		\$ 38.67	\$ 40,410.15									1,045	\$ 40,410.15	
Respread Topsoil	CY	352.00		\$ 16.27	\$ 5,727.04									352	\$ 5,727.04	
Seed, Straw, Mulch, & Tack	SF	31448.00		\$ 0.14	\$ 4,402.72									31,448	\$ 4,402.72	
S-75 Erosion Control Blanket	SF	19028.00		\$ 0.16	\$ 3,044.48									19,028	\$ 3,044.48	
Right-of-Way Restoration	SY	535.00		\$ 2.78	\$ 1,487.30									535	\$ 1,487.30	
Basin Shrubs	EA	115.00		\$ 60.00	\$ 6,900.00									115	\$ 6,900.00	
Basin Plantings (Plugs)	EA	21775.00		\$ 3.50	\$ 76,212.50									21,775	\$ 76,212.50	
SUBTOTAL ITEM F					\$ 1,333,457.16										\$ 1,333,457.16	
G. PAVING & CONCRETE WORK																
CONCRETE																
Vertical 18" Concrete Curb	LF	22479.20		\$ 14.24	\$ 320,103.81									22,479	\$ 320,103.81	
Mountable Concrete Curb	LF	277.00		\$ 19.39	\$ 5,371.03									277	\$ 5,371.03	
Curb Seal	LF	22756.20		\$ 0.39	\$ 8,874.92									22,756	\$ 8,874.92	
4" Wide Sidewalk (4" Depth)	SF	43011.90		\$ 5.00	\$ 215,059.50									43,012	\$ 215,059.50	
Driveway Apron (6" Depth)	SF	15540.00		\$ 8.00	\$ 124,320.00									15,540	\$ 124,320.00	
Handicap Ramp ADA Matting	EA	34.00		\$ 450.00	\$ 15,300.00									34	\$ 15,300.00	
PAVEMENT																
Preparation for Paving	SY	38206.41		\$ 0.41	\$ 15,664.63									38,206	\$ 15,664.63	
2A Compacted Stone (5" Depth)	SY	38206.41		\$ 6.32	\$ 241,464.51									38,206	\$ 241,464.51	
25mm Base Course (5" Depth)	SY	38206.41		\$ 19.27	\$ 736,237.52									38,206	\$ 736,237.52	
19mm Binder Course (3" Depth)	SY	38208.41		\$ 12.45	\$ 475,669.80									38,206	\$ 475,669.80	
Sweep and Tack for Wearing Course	SY	38208.41		\$ 0.73	\$ 27,890.68									38,206	\$ 27,890.68	
9.5mm Wearing Course (1.5" Depth)	SY	38206.41		\$ 8.61	\$ 328,957.19									38,206	\$ 328,957.19	
WALKING TRAIL																
Excavate	CY			\$ 18.25	\$ -										\$ -	
Fine Grade and Compaction	SY	2731.47		\$ 2.82	\$ 7,702.75									2,731	\$ 7,702.75	

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Class 4 Fabric																
2A Modified Base (6" Depth)	SY	2731.47	\$ 4.36	\$ 11,909.21							\$		\$	2,731	\$ 11,909.21	
19mm Binder Course (2" Depth)	SY	2731.47	\$ 8.72	\$ 23,818.42							\$		\$	2,731	\$ 23,818.42	
9.5mm Wearing Course (1.5" Depth)	SY	2731.47	\$ 19.00	\$ 51,897.93							\$		\$	2,731	\$ 51,897.93	
Topsoil and Seed Edges of Walking Path	LF	7067.10	\$ 13.6	\$ 96,112.26							\$		\$	7,067	\$ 96,112.26	
6' Wide Mown Trail	SY	625.00	\$ 10.00	\$ 6,250.00							\$		\$	625	\$ 6,250.00	
OFF-SITE ROAD IMPROVEMENTS																
Saw Cut Asphalt	LF	1295.50	\$ 1.69	\$ 2,196.16							\$		\$	1,300	\$ 2,196.16	
Strip Topsoil	CY	975.00	\$ 11.33	\$ 11,046.75							\$		\$	975	\$ 11,046.75	
Excavate, Fine Grade and Compaction	CY	471.00	\$ 17.32	\$ 8,157.72							\$		\$	471	\$ 8,157.72	
Respread Topsoil	CY	122.00	\$ 16.17	\$ 1,972.74							\$		\$	122	\$ 1,972.74	
Permanent Seed, Straw, Mulch, and Tack	SF	7700.00	\$ 0.09	\$ 693.00							\$		\$	7,700	\$ 693.00	
Stone Safety Ledge	LF	1705.00	\$ 4.00	\$ 6,820.00							\$		\$	1,705	\$ 6,820.00	
Mill Roadway Notch	LF	1705.00	\$ 4.01	\$ 6,837.05							\$		\$	1,705	\$ 6,837.05	
Fine Grade and Compaction	SY	1323.61	\$ 6.52	\$ 8,629.94							\$		\$	1,324	\$ 8,629.94	
2A Compacted Stone (5" Depth)	SY	1323.61	\$ 10.64	\$ 14,083.21							\$		\$	1,324	\$ 14,083.21	
25mm Base Course (5" Depth)	SY	1323.61	\$ 32.00	\$ 42,355.52							\$		\$	1,324	\$ 42,355.52	
19mm Binder Course (3" Depth)	SY	1323.61	\$ 23.21	\$ 30,720.99							\$		\$	1,324	\$ 30,720.99	
Mill Roadway	SY	1590.00	\$ 6.89	\$ 10,955.10							\$		\$	1,590	\$ 10,955.10	
Sweep and Tack for Wearing Course	SY	2785.00	\$ 1.01	\$ 2,812.85							\$		\$	2,785	\$ 2,812.85	
9.5mm Wearing Course (1.5" Depth)	SY	2785.00	\$ 8.84	\$ 24,619.40							\$		\$	2,785	\$ 24,619.40	
SUBTOTAL ITEM G				\$ 2,851,076.03							\$		\$		\$ 2,851,076.03	
H. SURVEYING																
CADD/GPS Setup	LS	1.00	\$ 10,000.00	\$ 10,000.00							\$		\$	1	\$ 10,000.00	
Contractor Layout	LS	1.00	\$ 119,515.63	\$ 119,515.63							\$		\$	1	\$ 119,515.63	
Utility As-Builts	LS	1.00	\$ 35,000.00	\$ 35,000.00							\$		\$	1	\$ 35,000.00	
Final Basin As-Built	LS	8.00	\$ 1,600.00	\$ 12,800.00							\$		\$	8	\$ 12,800.00	
Iron Pins & Monuments	EA	291.00	\$ 250.00	\$ 72,750.00							\$		\$	291	\$ 72,750.00	
SUBTOTAL ITEM H				\$ 250,065.63							\$		\$		\$ 250,065.63	
I. LANDSCAPING & LIGHTING																
LIGHTING																
56 Watt - Type 3 Street/Parking Lot Lights	EA	47.00	\$ 4,250.00	\$ 199,750.00							\$		\$	47	\$ 199,750.00	
84 Watt - Type 3 Street/Parking Lot Lights	EA	1.00	\$ 4,350.00	\$ 4,350.00							\$		\$	1	\$ 4,350.00	
84 Watt - Type 5 Street/Parking Lot Lights	EA	1.00	\$ 4,500.00	\$ 4,500.00							\$		\$	1	\$ 4,500.00	
LANDSCAPING																
Shrubs (24" to 30" Height)	EA	735.00	\$ 60.00	\$ 44,100.00							\$		\$	735	\$ 44,100.00	
Trees (7' to 8' Height)	EA	159.00	\$ 325.00	\$ 51,675.00							\$		\$	159	\$ 51,675.00	
Trees (8' to 10' Height) EVERGREENS	EA	540.00	\$ 375.00	\$ 202,500.00							\$		\$	540	\$ 202,500.00	
Trees (10' to 12' Height) ORNAMENTAL	EA	213.00	\$ 400.00	\$ 85,200.00							\$		\$	213	\$ 85,200.00	
Deciduous Trees (2.5" to 3" Caliper)	EA	563.00	\$ 450.00	\$ 253,350.00							\$		\$	563	\$ 253,350.00	
Street Trees (3" to 3.5" Caliper)	EA	945.00	\$ 500.00	\$ 472,500.00							\$		\$	945	\$ 472,500.00	
SUBTOTAL ITEM I				\$ 1,317,925.00							\$		\$		\$ 1,317,925.00	
J. MISCELLANEOUS																
Winterize Manholes, Inlets, and Gate Valves	EA	148.00	\$ 92.00	\$ 13,616.00							\$		\$	148	\$ 13,616.00	
Line Stripping	LS	1.00	\$ 10,572.23	\$ 10,572.23							\$		\$	1	\$ 10,572.23	
Regulatory Signs	LS	1.00	\$ 15,181.31	\$ 15,181.31							\$		\$	1	\$ 15,181.31	

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Mailboxes											\$ -		\$ -	14	\$ 14,000.00	
RETAINING WALLS AND FENCES																
Excavate for Retaining Wall																
Retaining Walls (TOTAL)																
Retaining Wall Fence Sleeves																
Retaining Wall Fence																
Septic Field Fence																
10' Double Wide Gate																
Split Rail Fence with Wire and Gate																
3 Rail Fence with Wire (5' Tall)																
OFF-SITE IMPROVEMENTS																
Line Striping																
Traffic Control Devices																
Traffic Control																
SUBTOTAL ITEM J											\$ 863,018.52		\$ 863,018.52		\$ 863,018.52	
TOTAL IMPROVEMENTS - ITEMS A-J											\$ 9,437,874.36		\$ 9,437,874.36		\$ 9,437,874.36	
K. RETAINAGE (10%)											\$ -		\$ -		\$ -	
L. CONTINGENCY (10%)											\$ 943,787.44		\$ 943,787.44		\$ 943,787.44	
NET CONSTRUCTION RELEASE											\$ -		\$ -		\$ 10,381,661.79	#DIV/0!
SURETY AMOUNT											\$ -		\$ -		\$ 10,381,661.79	

LAND DEVELOPMENT AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 1 **SANITARY SEWER IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2019, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”); and **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company with offices at 940 Sproul Road, Suite 301, Springfield, Pennsylvania 19064 and **MCKEE BUILDERS LLC**, a Pennsylvania limited liability company with offices at 940 Sproul Road, Suite 301, Springfield, Pennsylvania 19064 (collectively, the “Developer”).

BACKGROUND:

- A. Developer proposes to develop an 142.733 gross acre piece of property, known as Chester County Tax Parcel No. 32-3-16 situate at 335 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and land development known as “The Preserve at Marsh Creek” (“Subdivision/Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Subdivision/Development on October 16, 2017. Developer received final approval of the land development plans for the Subdivision, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined, in three construction phases, identified as “Stage 1”, “Stage 2” and “Stage 3” on the Plans (defined below).
- C. The Secured Improvements for each construction phase of the Subdivision/Development shall be subject to the execution of separate Land Development Agreements and Financial Security Agreements to be executed prior to the commencement of construction for each phase.
- D. Developer desires to obtain building permits for the construction of the buildings and appurtenant structures identified in Phase 1 of the Subdivision/Development, which includes 114 single-family detached dwelling units, 74 villa dwelling units, the adaptive reuse of one existing farmhouse and one recreation center building (“Phase 1”), together with such other permits as are necessary to undertake and complete all of the Phase 1 Secured Improvements, and Developer desires to post the Phase 1 Financial Security.

- E. The parties desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

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

1. **Definitions; Interpretation.**

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

- (1) “Tract” shall mean all that certain 142.733 gross acre tract located at 335 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, Chester and which is more fully and further shown and described on the Plans.
- (2) “Plans” shall mean the land development plan entitled “Final Land Development Plan for The Preserve at Marsh Creek” prepared by Edward B. Walsh & Associates, Inc., dated March 1, 2017, last revised September 13, 2019, consisting of ninety (90) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit “A” attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plans, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plans.
- (3) “Subject Land Development” or “Project” shall mean the Phase 1 proposed land development of the Tract as an active adult residential development, together with new streets and roads to serve the same and such other Phase 1 Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.
- (4) “Improvements” shall mean all those sanitary sewers, as the same are more fully shown, identified or otherwise described on and by the Plans. The other site improvements shall be subject to separate Land Development and Financial Security Agreements between the Township and Developer.
- (5) “Phase 1 Improvements” shall mean all those sanitary sewers, as the same are more fully shown, identified or otherwise described on and by the Plans for Phase 1.

- (6) “Secured Improvements” shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (7) “Phase 1 Secured Improvements shall mean all those Phase 1 Improvements for which the Phase 1 Financial Security is provided or to which the Phase 1 Financial Security otherwise relates as set forth on Exhibit “B”.
- (8) “Completion Date” shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (9) “Financial Security” shall mean the financial security provided under and in accordance with the provisions of the MPC and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (10) “Phase 1 Financial Security” shall mean the financial security provided under and in accordance with the provisions of the Section 3 of this Agreement and the provisions of the Phase 1 Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein for the Phase 1 Secured Improvements.
- (11) “Surety” shall mean the bonding company or lending institution chosen by Developer with which the Financial Security has been posted or established and/or which issues the Financial Security to the Township. The Surety shall be authorized to conduct business in the Commonwealth of Pennsylvania.
- (12) “Phase 1 Financial Security Agreement” shall mean that certain Financial Security Agreement, of even date herewith, by and between the Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (13) “Subdivision and Land Development Ordinance” shall mean the Upper Uwchlan Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of

subsequent amendments to the Subject Land Development shall be subject to the provisions of Section 508(4) of the MPC.

- (14) “MPC” shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.
- (15) “Township Engineer” shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township or engaged by the Township as a consultant thereto.

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

2. **Construction and Completion of Phase 1 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Phase 1 Secured Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.
- B. No Improvements referred to herein, in connection with this Project shall be commenced until:
 - (1) The Plans are recorded according to law;
 - (2) This Agreement is duly signed and delivered;
 - (3) Phase 1 Financial Security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer has executed the Financial Security Agreement; and

- (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.
- C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Phase 1 of the Project.
- D. The Phase 1 Secured Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Phase 1 Improvements during and after construction thereof, provided however, that in the case of Phase 1 Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by the Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or otherwise transferred or assigned) Phase 1 Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Phase 1 Improvements" shall mean, without limitation, keeping the Phase 1 Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained in accordance with the design and specifications thereof as shown on the Plans.
- F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, and provided that Developer is first given written notice by the Township specifying the failure of repair or maintenance and opportunity to cure said default pursuant to Section 5.A(8) of the Phase 1 Financial Security Agreement, (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Phase 1 Financial Security

Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:

- (1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by the Township of the dedication, transfer or other assignment of the Phase 1 Improvements subject of the default, and/or as imposing any responsibility upon the Township for the completion, further repair and maintenance, or otherwise, with respect to the Phase 1 Improvements subject of the default); and
 - (2) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to the Township, or its order, of all or any part of the Phase 1 Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Phase 1 Financial Security, but for this Paragraph, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by the Township for and otherwise related to any such legal and/or equitable action or proceeding.
- G. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the cost of such inspection shall be paid by Developer.
- H. Developer agrees that it will obtain use and occupancy permits as required under the Township's Zoning Ordinance prior to permitting occupancy of any dwelling or any building within the Project.
- I. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

3. **Guaranty of Completion of Phase 1 Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Phase 1 Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Phase 1 Financial Security Agreement. Unless and until the Phase 1 Financial Security is so deposited or otherwise established by Developer, no building or

occupancy permit, relating to the erection, placement or occupancy of any of any buildings or other structures in, on and/or related to Phase 1 of the Subject Land Development, shall be issued by the Township.

- B. The Phase 1 Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Phase 1 Secured Improvements in accordance with and pursuant to the Phase 1 Financial Security Agreement. The Phase 1 Financial Security shall be of such type as more fully and further provided in and by the Phase 1 Financial Security Agreement.
- C. The initial amount of the Phase 1 Financial Security shall be \$, which is 110% of the total cost estimate as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Phase 1 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Phase 1 Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township in Phase 1 of the Project and with respect to the same, hereby agrees to tender to the Township, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township:
 - (1) All sanitary sewer easement areas, and the sanitary sewer facilities constructed within such easement areas, as are shown on the Plans in Phase 1 (and excluding laterals and grinder pumps serving individual dwelling units).
- B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:
 - (1) Certification by the Township Engineer that all Phase 1 Improvements which are to be dedicated have been satisfactorily completed fully in accordance with the terms of Section 2 above;
 - (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Phase 1 Improvements to be accepted for dedication; and
 - (3) Advancement and/or reimbursement to the Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 7 below.

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

The maintenance bond or other financial security, to be deposited by Developer under Section 4.B(2) above as a condition to the Township's acceptance of dedication of any of the Phase 1 Improvements offered for dedication under Section 4.A shall be in accordance with the following:

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

lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Phase 1 Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

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

6. Failure to Complete; Other Default.

- A. In the event that any of the Phase 1 Secured Improvements is or are not completed in accordance with the terms, conditions and requirements of Section 2 above, the Township shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to the Township under this Agreement, the Phase 1 Financial Security Agreement, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the Phase 1 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Phase 1 Secured Improvements, obtain payment to it, or its order, of all or any part of the Phase 1 Financial Security and/or to otherwise enforce the Phase 1 Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Phase 1 Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Phase 1 Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Phase 1 Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder

of the incomplete Phase 1 Improvements and pay related costs, expenses and fees.

- B. In the event that the Township exercises its right, but not obligation, to complete all or part of the incomplete Phase 1 Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to the Township of, from or under the Phase 1 Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. The Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by the Township in that regard. The Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Phase 1 Improvements.

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

- A. Developer shall advance and/or reimburse the Township the following:
 - (1) All reasonable costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the Phase 1 Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.
 - (2) All reasonable costs, expenses and fees incurred by the Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor and the Township Engineer.
- B. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection A above, shall be billed by the Township to Developer, and the amounts of the same shall be due and payable within thirty (30) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by the Township from monies deposited by Developer with and held in escrow by the Township for any such costs, expenses or fees.
- C. The Township, under and in accordance with the Phase 1 Financial Security Agreement, shall have the right to recover, from and under the

Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Phase 1 Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.

- D. It is expressly acknowledged and agreed that the Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Phase 1 Financial Security, the Phase 1 Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

8. **Indemnification.**

- A. It is understood and agreed that the Township has reviewed the Plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Plans. Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices. Developer does further warrant that the Phase 1 Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.
- B. Developer hereby agrees to indemnify, save harmless and defend the Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Phase 1 Improvements, together with all reasonable cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand, except to the extent caused by the negligence or willful misconduct of the Township.

9. **Notices.**

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

10. **Miscellaneous.**

- A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.
- B. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new Development Agreement and a new Financial Security Agreement or an assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.
- C. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement and/or the Phase 1 Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or

hereafter available to the Township under the MPC, and/or otherwise at law or in equity.

- D. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
- E. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.
- F. **Binding Effect.** Subject to Subsection B above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Phase 1 Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
- H. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

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

UPPER UWCHLAN TOWNSHIP

Gwen A. Jonik
Secretary

By: _____
Guy A. Donatelli, Chairman

DEVELOPER

THE PRESERVE AT MARSH CREEK LLC,
a Pennsylvania limited liability company
By: Highgrove Holdings, LLC, a Pennsylvania
limited liability company, its sole member

Attest: _____

By: _____
Kevin E. McLaughlin, Vice President

MCKEE BUILDERS LLC,
a Pennsylvania limited liability company

Attest: _____

By: _____
Kevin E. McLaughlin, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of HIGHGROVE HOLDINGS, LLC, a Pennsylvania limited liability company, sole member of THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of MCKEE BUILDERS LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT “A”**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	4135	Cover Sheet	3/1/17	9/13/19
2	4135	Overall Title Plan	3/1/17	9/13/19
3	4135	Conditional Use Decision, Waiver Request and Plan Note	3/1/17	9/13/19
4-9	4135	Title Plans	3/1/17	9/13/19
10	4135	Sanitary Sewer Easement Plan	3/1/17	9/13/19
11	4135	Overall Existing Features Plan	3/1/17	9/13/19
12-17	4135	Existing Features Plans	3/1/17	9/13/19
18	4135	Overall Grading and Utilities Plan	3/1/17	9/13/19
19-24	4135	Grading and Utilities Plans	3/1/17	9/13/19
25	4135	Overall Erosion and Sedimentation (E&S) Control Plan	3/1/17	9/13/19
26-31	4135	Erosion and Sedimentation Control Plans	3/1/17	9/13/19
32	4135	Overall Phasing Plan	3/1/17	9/13/19
33	4135	PA Chapter 105 General Permit E&S Plan	3/1/17	9/13/19
34	4135	Overall Post Construction Stormwater Management (Operations and Maintenance) Plan	3/1/17	9/13/19
35-40	4135	Post Construction Stormwater Management (Operations and Maintenance) Plan	3/1/17	9/13/19
41-42	SA-1 – SA-2	Site Analysis Sheet	6/15/17	9/13/19
43	TR-1	Tree Replacement Plan	3/1/17	9/13/19
44	LP-0	Overall Landscape and Lighting Plan	3/1/17	9/13/19
45-50	LP-1 – LP-6	Landscape Plan Sheets	3/1/17	9/13/19
51	LP-7	Landscape Details	3/1/17	9/13/19
52-57	LI-1 – LI-6	Lighting Plan Sheets	3/1/17	9/13/19
58	LI-7	Lighting Detail Sheet	3/1/17	9/13/19
59-60	MP-1 – MP-2	Open Space Management Plan	3/1/17	9/13/19
61-62	BD-1 – BD-2	Bio Retention – Planting Plans	3/1/17	9/13/19

63-64	BD-3 – BD-4	Basin Planting Plans	3/1/17	9/13/19
65-77	4135	Road Profiles	3/1/17	9/13/19
78	4135	Milford Road Intersection Details	3/1/17	9/13/19
79	4135	ADA Accessible Ramp Details	3/1/17	9/13/19
80-81	4135	Sanitary Sewer Details	3/1/17	9/13/19
82	4135	Roadway Details	3/1/17	9/13/19
83-85	4135	Post Construction Stormwater Management Details	3/1/17	9/13/19
86-87	4135	Erosion and Sedimentation Control Details	3/1/17	9/13/19
88-89	4135	Turning Movement Analysis Plan	3/1/17	9/13/19
90	4135	Traffic Signage and Striping, Group Mailbox Location Plan	3/1/17	9/13/19

EXHIBIT “B”

FINANCIAL SECURITY

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

UPI No. 32-3-16

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited liability company (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book _____, Page _____, and identified as UPI No. 32-3-16 (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property in three phases in accordance with a Final Subdivision and Land Development Plan for Preserve at Marsh Creek prepared by Edward B. Walsh & Associates, Inc., dated March 1, 2017 and last revised September 13, 2019 ("Final Plan"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST/WITNESS:

LANDOWNER
THE PRESERVE AT MARSH CREEK LLC,
a Pennsylvania limited liability company
By: HIGHGROVE HOLDINGS, LLC,
a Pennsylvania limited liability company,
its sole member

BY:_____

Name:

Title:

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY:_____

Guy A. Donatelli, Chairman

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF DELAWARE :

On this, the ____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared, _____, who acknowledged him/herself to be the _____ of HIGHGROVE HOLDINGS, LLC, a Pennsylvania limited liability company, general partner of **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

(Notarial Seal)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

On this, the ____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared, Guy A. Donatelli, who acknowledged himself to be the Chairperson of the Board of Supervisors of **UPPER UWCHLAN TOWNSHIP**, and that he as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by him/herself as Chairperson.

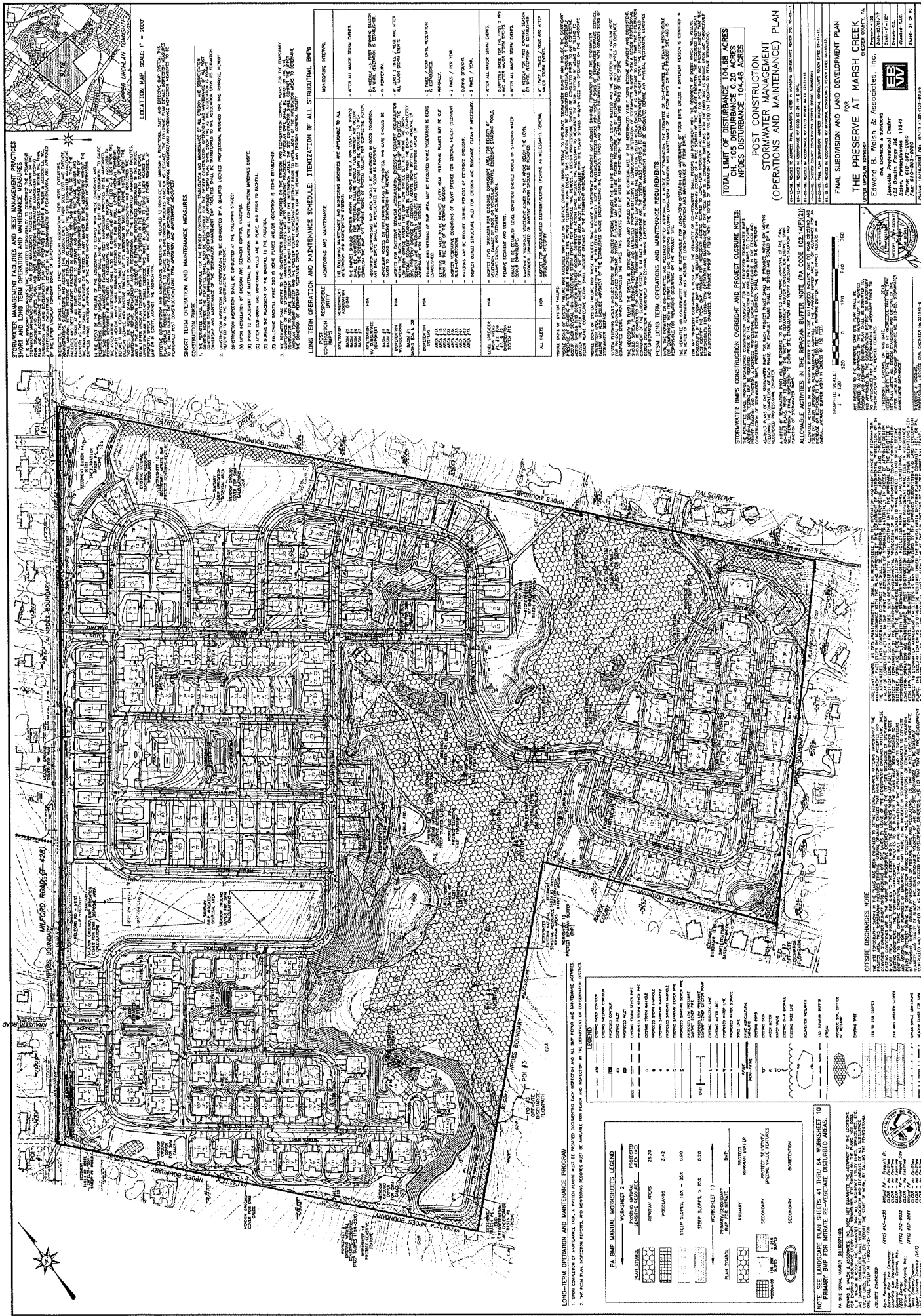
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

My Commission Expires:

APPENDIX “A”



STORMWATER MANAGEMENT FACILITIES AND BEST MANAGEMENT PRACTICES

THE FOLLOWING BEST MANAGEMENT PRACTICES (BMPs) SHALL BE INSTALLED AND MAINTAINED TO PREVENT THE DISCHARGE OF POLLUTANTS TO THE ADJACENT MARSH AND WATERWAYS. THE BMPs SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- 1. BMPs SHALL BE DESIGNED TO REDUCE THE RATE OF RUNOFF AND INCREASE THE INfiltration OF WATER INTO THE GROUND.
- 2. BMPs SHALL BE DESIGNED TO FILTER OUT SOLIDS AND OTHER POLLUTANTS FROM THE RUNOFF.
- 3. BMPs SHALL BE DESIGNED TO PROVIDE HABITAT FOR WILDLIFE AND OTHER PLANT AND ANIMAL LIFE.
- 4. BMPs SHALL BE DESIGNED TO BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE THEIR EFFECTIVENESS.

LONG TERM OPERATION AND MAINTENANCE SCHEDULE: ITEMIZATION OF ALL STRUCTURAL BMPs

CONSTRUCTION	RESPONSE	MAINTENANCE
1. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	1. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	1. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.
2. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	2. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	2. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.
3. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	3. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	3. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.
4. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	4. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.	4. ALL BMPs SHALL BE DESIGNED TO LAST FOR A MINIMUM OF 10 YEARS.

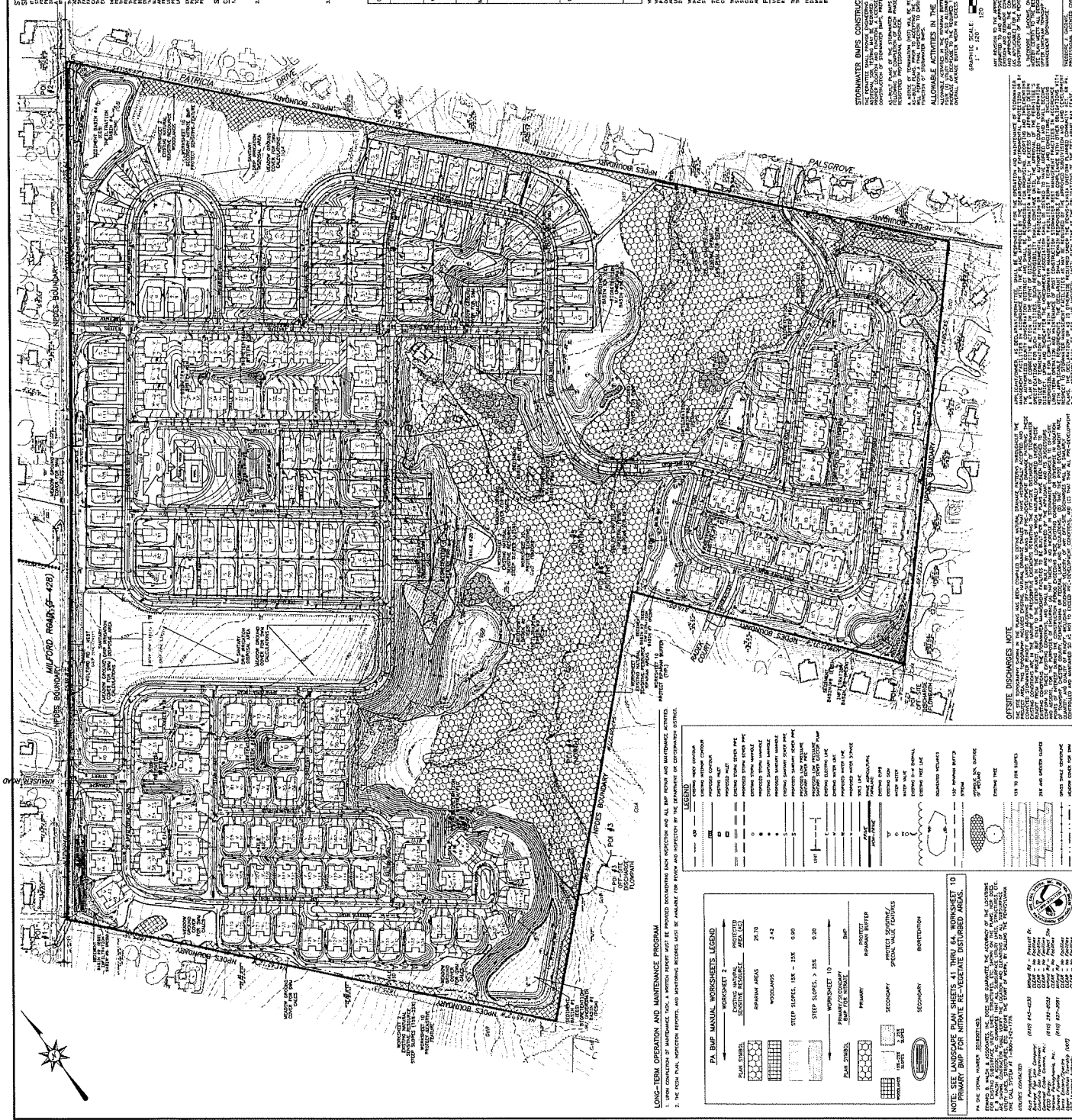
POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN

THE FOLLOWING POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN SHALL BE INSTALLED AND MAINTAINED TO PREVENT THE DISCHARGE OF POLLUTANTS TO THE ADJACENT MARSH AND WATERWAYS. THE POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- 1. THE POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN SHALL BE DESIGNED TO REDUCE THE RATE OF RUNOFF AND INCREASE THE INfiltration OF WATER INTO THE GROUND.
- 2. THE POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN SHALL BE DESIGNED TO FILTER OUT SOLIDS AND OTHER POLLUTANTS FROM THE RUNOFF.
- 3. THE POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN SHALL BE DESIGNED TO PROVIDE HABITAT FOR WILDLIFE AND OTHER PLANT AND ANIMAL LIFE.
- 4. THE POST CONSTRUCTION (OPERATIONS AND MAINTENANCE) PLAN SHALL BE DESIGNED TO BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE THEIR EFFECTIVENESS.

THE PRESERVE AT MARSH CREEK

Edward B. Walsh & Associates, Inc.
222 Avenue of the Americas
New York, NY 10013
Phone: (212) 691-1000



LONG-TERM OPERATION AND MAINTENANCE PROGRAM

THE FOLLOWING LONG-TERM OPERATION AND MAINTENANCE PROGRAM SHALL BE INSTALLED AND MAINTAINED TO PREVENT THE DISCHARGE OF POLLUTANTS TO THE ADJACENT MARSH AND WATERWAYS. THE LONG-TERM OPERATION AND MAINTENANCE PROGRAM SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- 1. THE LONG-TERM OPERATION AND MAINTENANCE PROGRAM SHALL BE DESIGNED TO REDUCE THE RATE OF RUNOFF AND INCREASE THE INfiltration OF WATER INTO THE GROUND.
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- 4. THE LONG-TERM OPERATION AND MAINTENANCE PROGRAM SHALL BE DESIGNED TO BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE THEIR EFFECTIVENESS.

PA BMP MANUAL WORKSHEET 2

PA BMP	PA BMP	PA BMP
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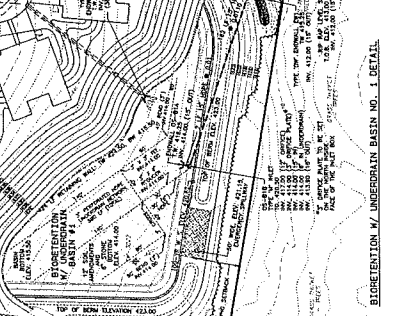
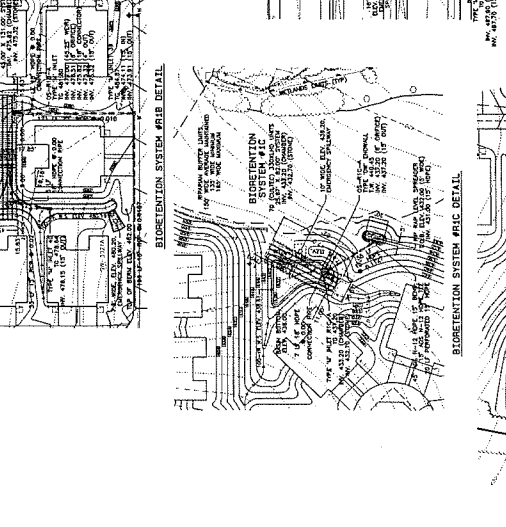
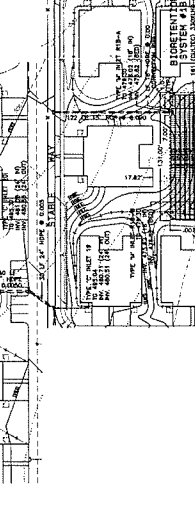
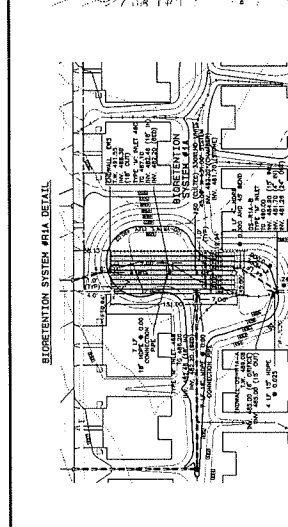
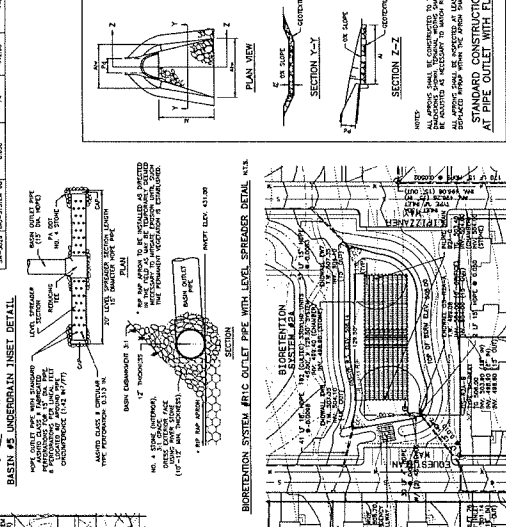
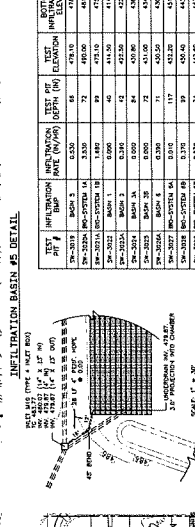
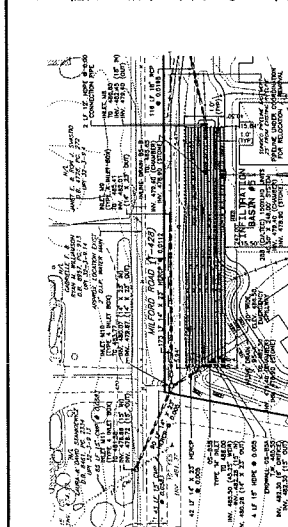
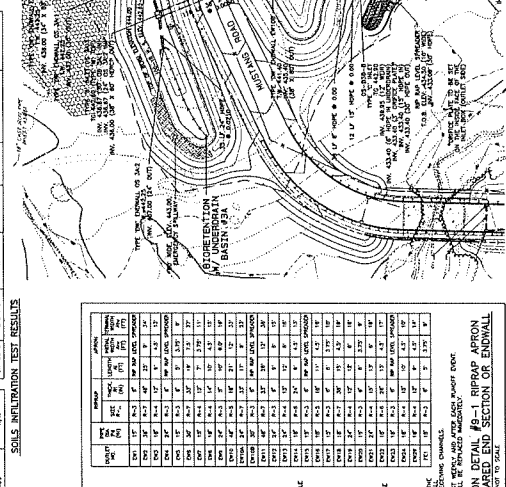
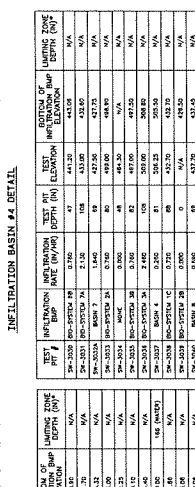
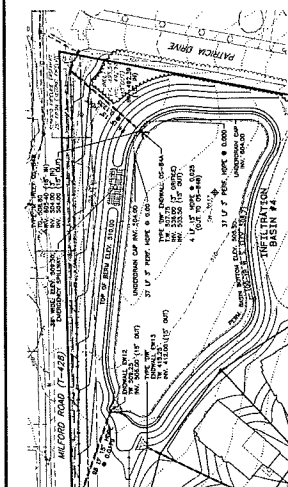
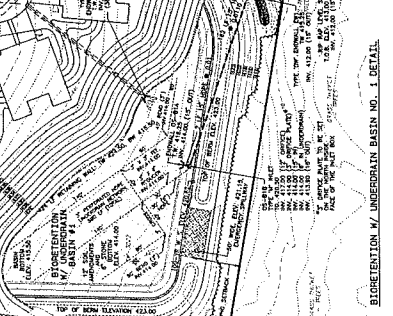
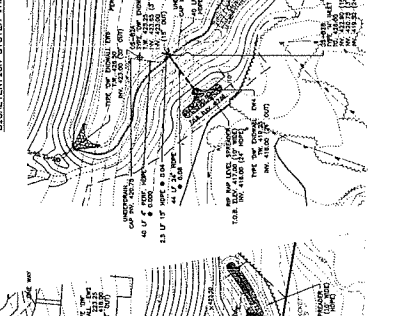
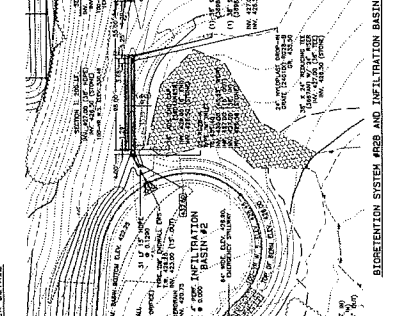
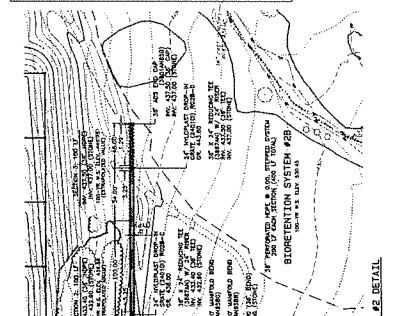
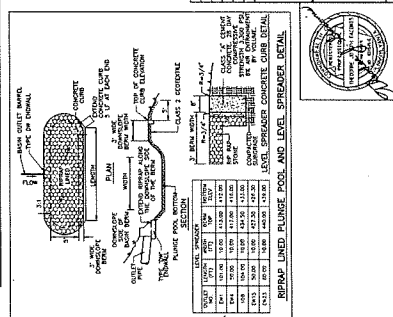
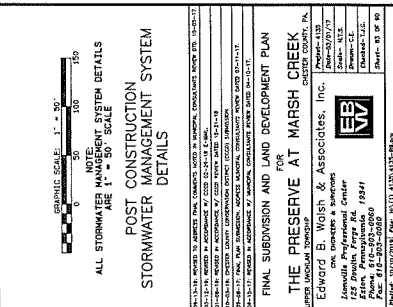
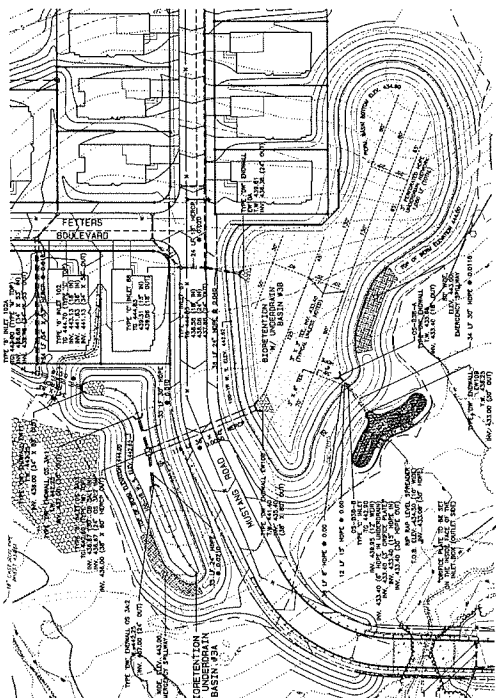
PA BMP MANUAL WORKSHEET 2

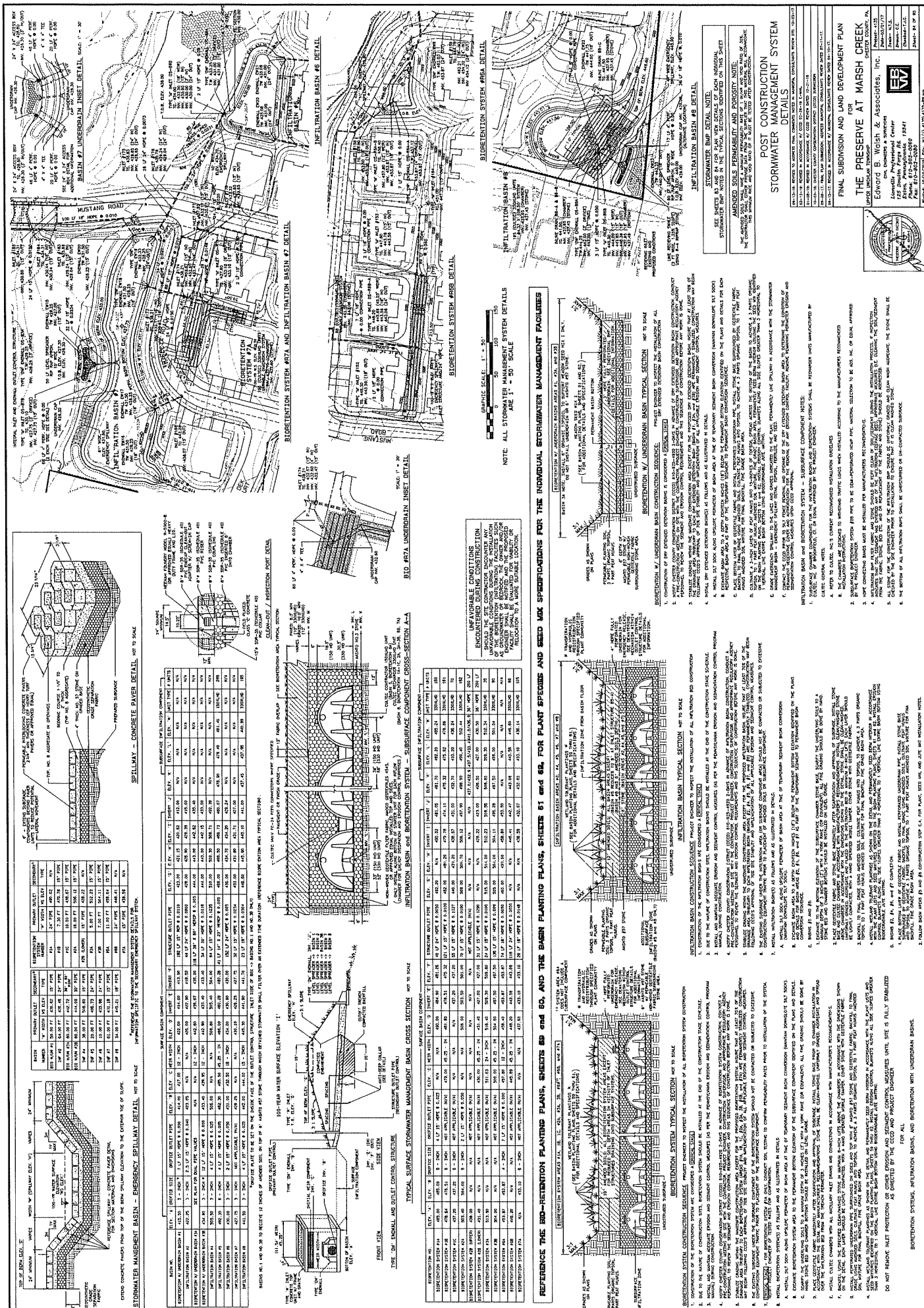
THE FOLLOWING PA BMP MANUAL WORKSHEET 2 SHALL BE INSTALLED AND MAINTAINED TO PREVENT THE DISCHARGE OF POLLUTANTS TO THE ADJACENT MARSH AND WATERWAYS. THE PA BMP MANUAL WORKSHEET 2 SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- 1. THE PA BMP MANUAL WORKSHEET 2 SHALL BE DESIGNED TO REDUCE THE RATE OF RUNOFF AND INCREASE THE INfiltration OF WATER INTO THE GROUND.
- 2. THE PA BMP MANUAL WORKSHEET 2 SHALL BE DESIGNED TO FILTER OUT SOLIDS AND OTHER POLLUTANTS FROM THE RUNOFF.
- 3. THE PA BMP MANUAL WORKSHEET 2 SHALL BE DESIGNED TO PROVIDE HABITAT FOR WILDLIFE AND OTHER PLANT AND ANIMAL LIFE.
- 4. THE PA BMP MANUAL WORKSHEET 2 SHALL BE DESIGNED TO BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE THEIR EFFECTIVENESS.

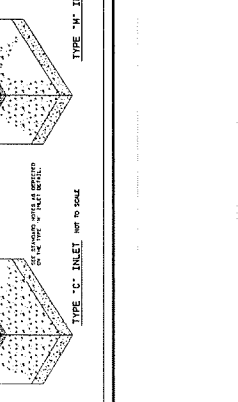
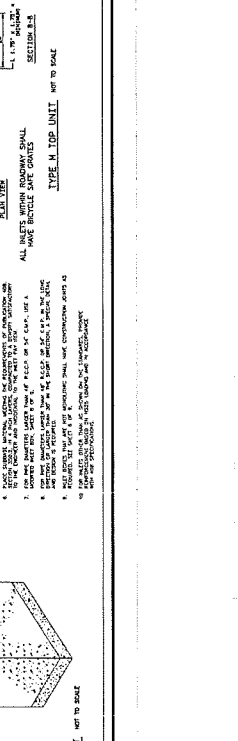
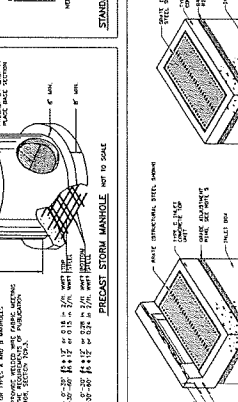
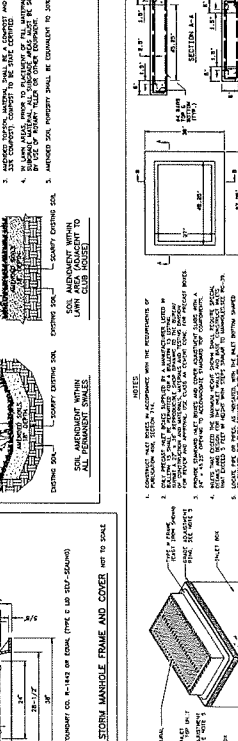
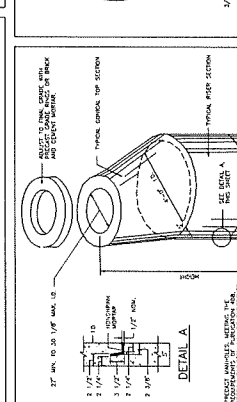
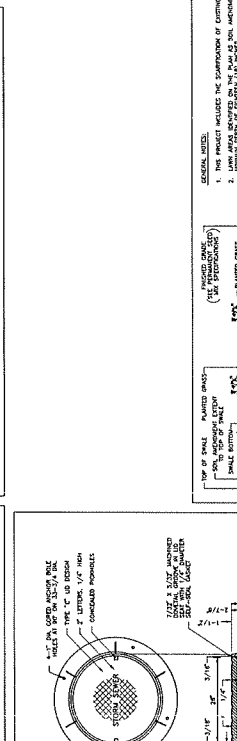
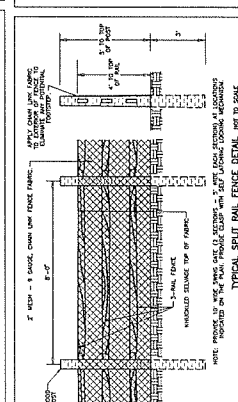
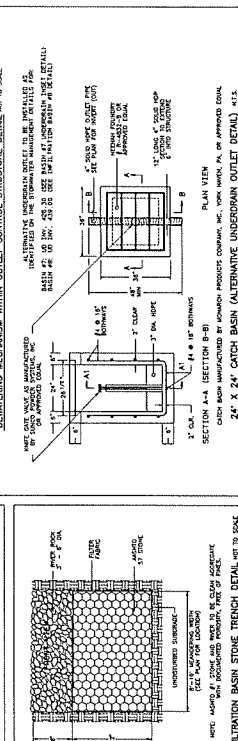
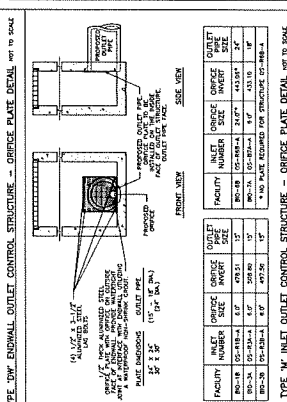
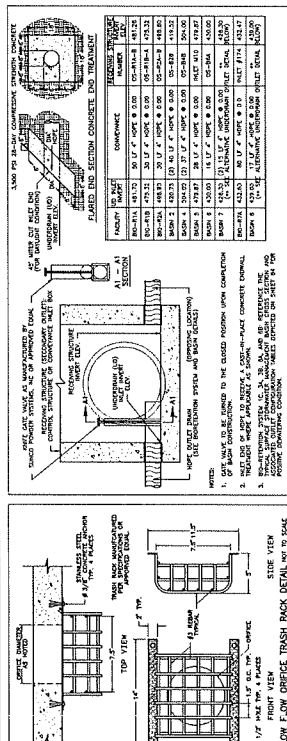
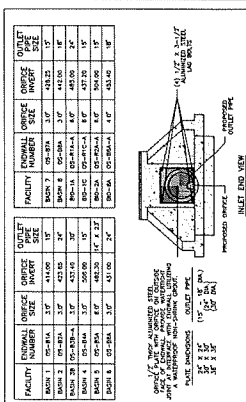
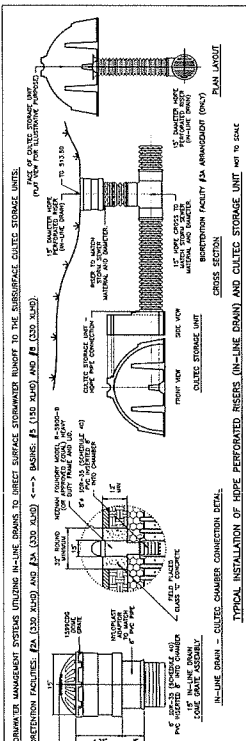
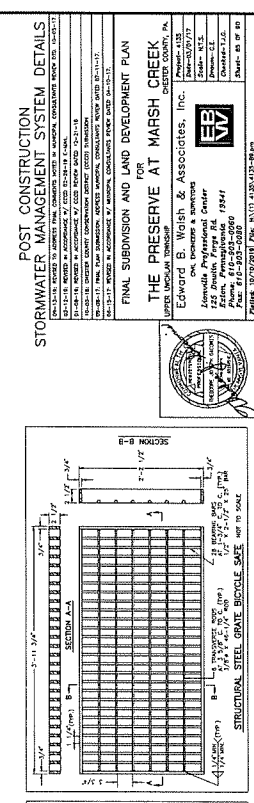
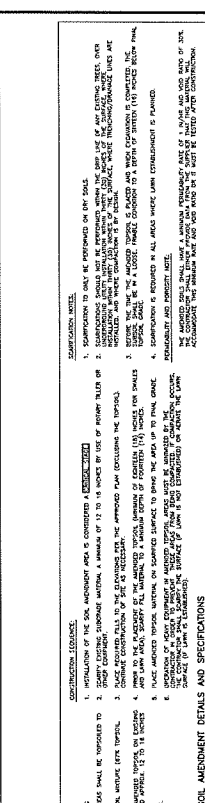
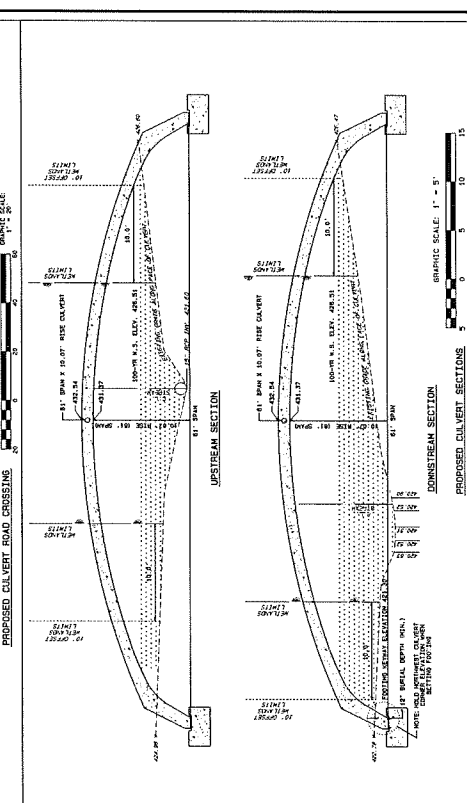
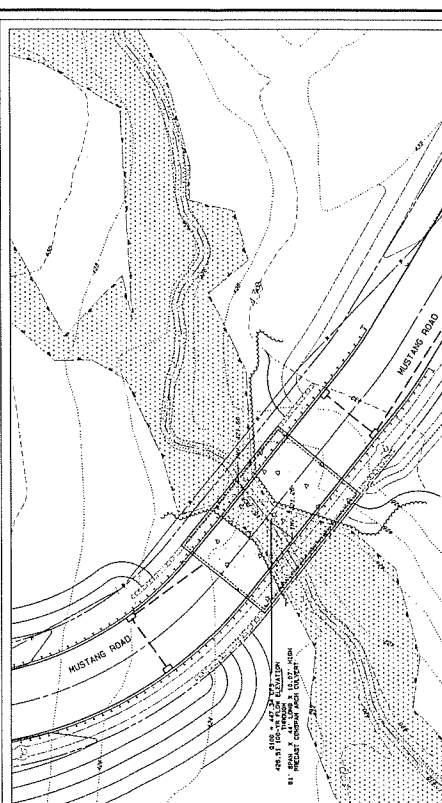
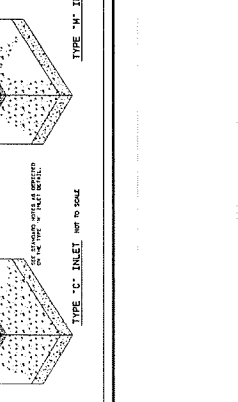
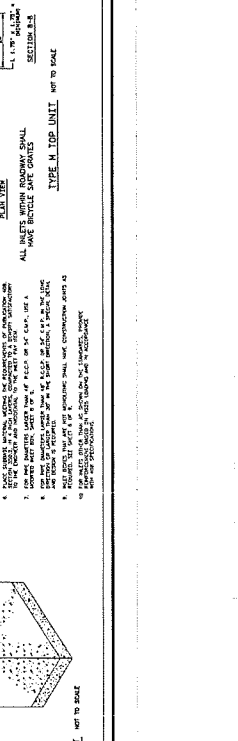
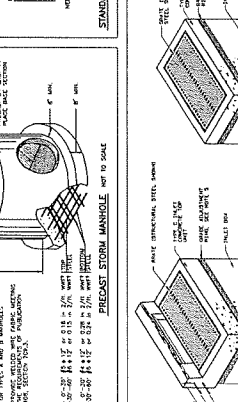
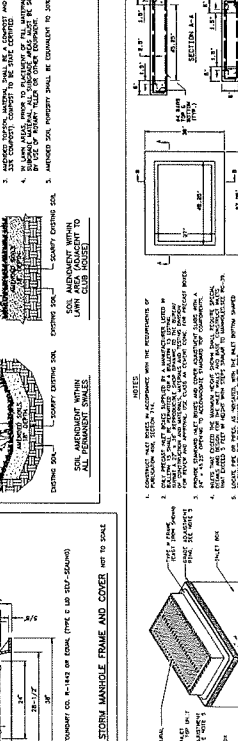
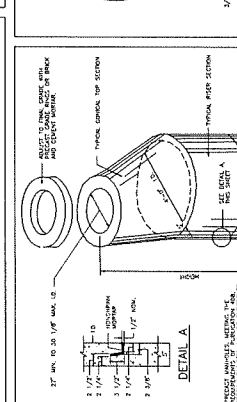
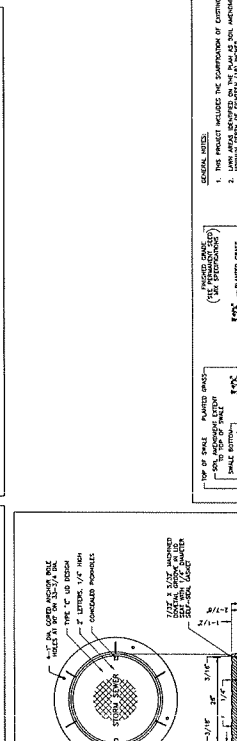
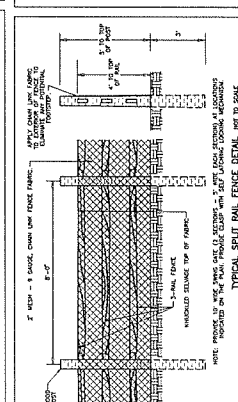
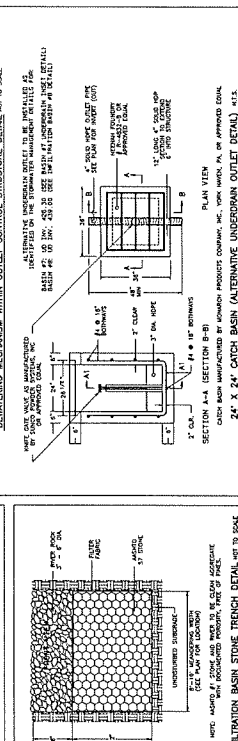
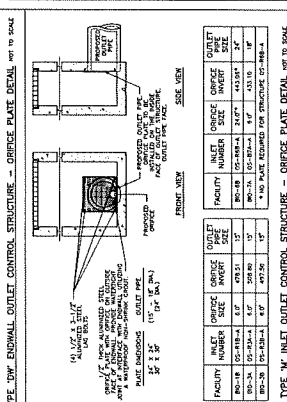
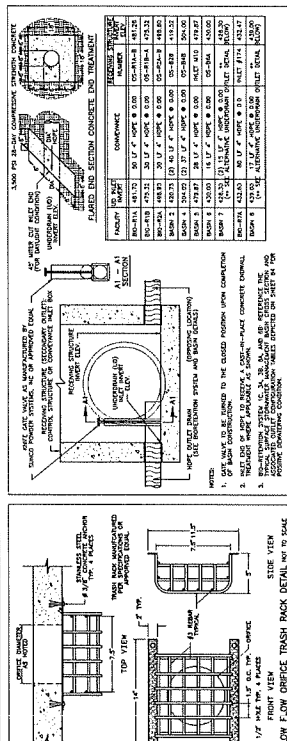
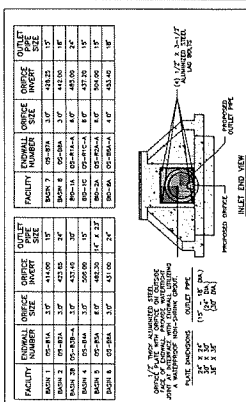
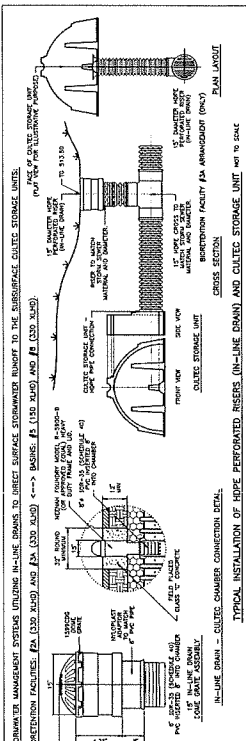
THE PRESERVE AT MARSH CREEK

Edward B. Walsh & Associates, Inc.
222 Avenue of the Americas
New York, NY 10013
Phone: (212) 691-1000





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POST CONSTRUCTION STORMWATER MANAGEMENT SYSTEM DETAILS

FINAL SUBDIVISION AND LAND DEVELOPMENT PLAN

FOR THE PRESERVE AT MARSH CREEK

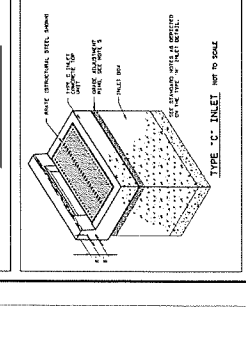
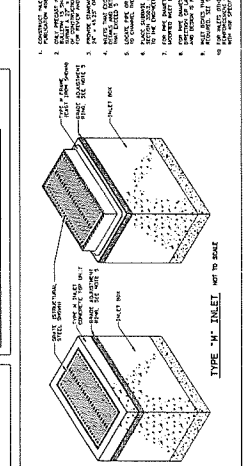
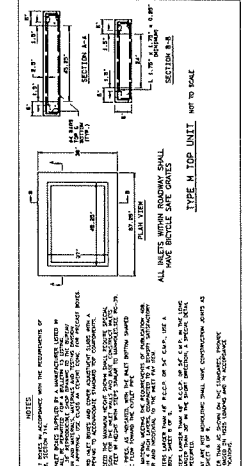
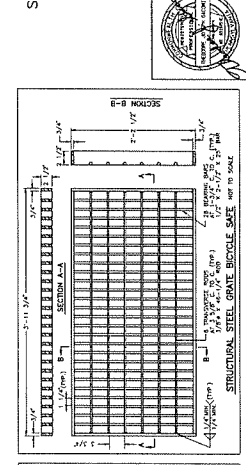
UPPER ULMAR TOWNSHIP

Edward B. Woish & Associates, Inc.

225 South Perry Rd.
Lawrenceville, GA 30046
Phone: 770-962-8888
Fax: 770-962-8889

Stormwater Management System Details

1. PRELIMINARY DESIGN OF THE STORMWATER MANAGEMENT SYSTEM SHALL BE BASED ON THE FOLLOWING ASSUMPTIONS:
a. DESIGN FLOOD SHALL BE BASED ON THE 100-YEAR FLOOD.
b. DESIGN FLOOD SHALL BE BASED ON THE 100-YEAR FLOOD.
c. DESIGN FLOOD SHALL BE BASED ON THE 100-YEAR FLOOD.



FINANCIAL SECURITY AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 1 **SITE IMPROVEMENTS**

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 20__ by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”); and **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company with offices at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 and **MCKEE BUILDERS LLC**, a Pennsylvania limited liability company with offices at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 (collectively, the “Developer”).

BACKGROUND:

A. Developer proposes to develop an approximately 142.733 gross acre piece of property, known as Chester County Tax Parcel No. 32-3-16 situate at 335 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as “The Preserve at Marsh Creek” (“Subdivision/Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Subdivision/Development on October 16, 2017. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined, in three construction phases, identified as “Stage 1”, “Stage 2” and “Stage 3” on the Plans (defined below).

C. The Secured Improvements for each construction phase of the Subdivision/Development shall be subject to the execution of separate Land Development Agreements and Financial Security Agreements to be executed prior to the commencement of construction for each phase.

D. Developer desires to obtain building permits for the construction of the buildings and appurtenant structures identified in Phase 1 of the Subdivision/Development, which includes 114 single-family detached dwelling units, 74 villa dwelling units, the adaptive reuse of one existing farmhouse and one recreation center building (“Phase 1”), together with such other permits as are necessary to undertake and complete all of the Phase 1 Secured Improvements.

E. In the Phase 1 Development Agreement, as hereinafter defined, Developer agreed to construct or install the Phase 1 Secured Improvements, as hereinafter defined, and to post Phase 1 Financial Security to guarantee to the Township that the Phase 1 Secured Improvements will be constructed or installed by the date provided for in this Agreement.

F. The parties desire to set forth their agreement and understanding with respect to the said Phase 1 Financial Security and such other matters as hereinbelow set forth.

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

1. **Definitions; Interpretation.**

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

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

(2) "Tract" shall mean all that certain approximately 142.733 acre tract of property which is situate at 335 Milford Road in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final subdivision and/or land development plan set entitled "Final Land Development Plan for The Preserve at Marsh Creek" prepared by Edward B. Walsh and Associates, Inc., dated March 1, 2017, last revised September, 2019, consisting of ninety (90) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the Phase 1 proposed land development of the Tract as an active adult residential development, together with new streets and roads to serve the same and such other Phase 1 Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(5) "Improvements" shall mean the Improvements that are to be located on the Tract as depicted on the Plans, but excluding the sanitary sewer improvements, which are subject to separate Land Development and Financial Security Agreements.

(6) "Phase 1 Improvements" shall mean those Improvements that are to be located in Phase 1 on the Tract as depicted on the Plans.

(7) "Phase 1 Secured Improvements" shall mean all those certain Phase 1 Improvements for which the Phase 1 Financial Security is provided or to which the Phase 1 Financial Security otherwise relates. A list of the Phase 1 Secured Improvements is attached here to as Exhibit "A".

(8) "Phase 2 Improvements" shall mean the Improvements other than the Phase 1 Improvements.

(9) "Completion Date" shall mean the date specified in Section 2.D of the Phase 1 Development Agreement on or before which the Phase 1 Improvements shall be completed.

(10) "Financial Security" shall mean the Phase 1 Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(11) "Surety" shall mean the bonding company chosen by Developer with which issues the Phase 1 Financial Security to the Township. The Surety must be authorized to conduct business in the Commonwealth.

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

(13) "Phase 1 Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of Phase 1 of the Subject Land Development which is dated on or about the date hereof.

(14) "Off-Site Traffic Improvements" shall mean the traffic light and related road improvements to be permitted and constructed by the Developer at the intersection of Little Conestoga Road and Milford Road.

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

2. Phase 1 Financial Security.

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Phase 1 Financial Security in accordance with the one of the following which is checked:

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

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "B" (the "Letter of Credit");

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

B. The Phase 1 Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Phase 1 Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Phase 1 Secured Improvements.

C. The initial amount of the Financial Security shall be Ten Million Three Hundred Eighty One Thousand Six Hundred Sixty One and 79/100 Dollars (\$10,381,661.79) which amount is 110% of the total of the estimated costs of completing the Phase 1 Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Phase I Secured Improvements, before construction of the Phase I Improvements may begin, Developer shall deposit with the Township a sum of money equal to One Hundred Eighty Eight Thousand Seven Hundred Fifty Seven and 49/100 Dollars (\$188,757.49) which sum represents 2% of the estimated cost of construction of the Phase I Secured Improvements (the "Inspection Escrow"). The Inspection Escrow shall be held in a non-interest bearing escrow account and shall be used by the Township to pay the costs of its professional consultants and engineer's inspection of the Phase I Secured Improvements (the "Inspection Fees"). The Township shall pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 1% of the estimated cost of construction of the Phase I Secured Improvements on deposit. The Inspection Escrow shall be used by the Township solely to pay invoices for Inspection Fees. The Township shall provide a copy of all invoices for the Inspection Fees to the Developer.

E. A notation shall appear on the records of the Surety providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Phase 1 Financial Security, (ii) the Phase 1 Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Phase 1 Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. Adjustments to Financial Security.

A. Developer agrees that the total amount of the Phase 1 Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

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

B. Notice of any such additional Phase 1 Financial Security or of any such increase or other adjustment in the amount of the Phase 1 Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Phase 1 Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Phase 1 Financial Security or as increases or other adjustments to the Phase 1 Financial Security shall become part of the Phase 1 Financial Security and fully subject to the terms and conditions of this Agreement.

D. Pursuant to the conditions of final approval of the Plans set forth in the letter of the Township to McKee-Milford Associates, LP dated October 31, 2017, in paragraph No. 6 thereof, Developer agrees it shall pay to the Township traffic impact contributions in the amount of Two Hundred Sixty Eight Thousand, Four Hundred and Ten (\$268,410.00) Dollars (the "Traffic Contribution Fund") prior to the time Developer (or any third party builder within the Subject Land Development) applies for a building permit. Before commencing on any construction work on the Off-Site Traffic Improvements, or before Developer performs any construction work on Phase 2 of the Subject Land Development to be performed under the Plans, Developer shall obtain and provide to the Township and Township Engineer its estimate of the costs of the Off-Site Traffic Improvements, which amount shall be subject to the review, approval and/or adjustment by the Township Engineer, and the amount so approved and/or adjusted by the Township Engineer shall constitute the estimated cost of construction of the Off-Site Traffic Improvements (the "Off-Site Traffic Improvements Costs"). To the extent 110% of the amount of the Off-Site Traffic Improvements Costs exceeds the amount of the Traffic Contribution Fund, Developer shall post additional Phase 1 Financial Security in the amount equal to such excess, which excess amount, combined with the Traffic Contribution Fund, shall constitute an addition to the Phase 1 Financial Security, and such funds shall thereafter be subject to all of the provisions of this Agreement relating to the Phase 1 Financial Security, including without limitation the provisions hereof relating to the contribution, maintenance, interim release, validity, enforceability and final release of such funds held as the Phase 1 Financial Security, and in addition thereto the obligation to fund Inspection Fees with respect to such Off-Site Traffic Improvements work as provided in Section 2.D. hereof.

4. Interim Releases of Funds.

A. As the work of the construction of the Phase 1 Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Phase 1 Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Surety of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Phase 1 Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Phase 1 Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Phase 1 Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Phase 1 Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Surety of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Phase 1 Financial Security, or any part or lesser amount thereof which the Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

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

(2) The Township may draw amounts from and under the Phase 1 Financial Security prior to the performance of any work by or for the Township in order to complete the Phase 1 Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

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

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

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

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Phase 1 Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time

without limitation on the number of exercises thereof until the amount of the Phase 1 Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Phase 1 Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Phase 1 Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

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

6. Costs, Expenses and Fees.

A. If Developer fails to advance or reimburse the Township any costs, expenses or fees in accordance with and pursuant to Section 7 of the Phase 1 Development Agreement, Developer shall be in default of this Agreement, and the Township shall be authorized to collect the amount thereof from and under the Phase 1 Financial Security (notwithstanding that the amount of the Phase 1 Financial Security, but for this Subsection A, is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Agreement.

B. Developer shall provide additional Phase 1 Financial Security, in a form acceptable to the Township and in the amount by which the Phase 1 Financial Security was reduced by any payment made to the Township from the Financial Security under provisions of Subsection A above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by the Township to Developer. Developer shall also provide the Township, within such fifteen (15)-day period, written proof of such additional Phase 1 Financial Security. The failure of Developer to provide the Township such additional Phase 1 Financial Security and written proof thereof within such time shall constitute a default or breach under this Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both this Agreement and the Phase 1 Development Agreement and/or as otherwise provided by law, until the default or breach is properly and fully cured. The additional Phase 1 Financial Security shall be and constitute Phase 1 Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Phase 1 Financial Security; Termination of Agreement.

A. After all of the Phase 1 Secured Improvements have been completed in accordance with the Phase 1 Development Agreement, and after all of the provisions of the Phase 1 Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all Phase 1 Improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the Surety in writing to release the balance of the Phase 1 Financial Security. Such release authorized by the Township shall be the final release of the Phase 1 Financial Security, and shall further release Developer and the Surety from and under the Phase 1 Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Phase 1 Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Surety shall have any further liability under this Agreement.

8. Validity and Enforceability of Phase 1 Financial Security.

A. The Phase 1 Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide verification and proof to the Township concerning the existence, validity and enforceability of the Phase 1 Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Surety, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Phase 1 Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Phase 1 Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Phase 1 Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Phase 1 Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Surety demanding payment of, from and under the Phase 1 Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Surety Non-Responsibility.

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

B. Developer and the Township further agree that Surety shall not have any duty or responsibility with respect to the Phase 1 Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Surety is to take or not take with respect to the Phase 1 Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Phase 1 Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Surety assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Phase 1 Improvements or the obligations of the Developer under this Agreement or the Phase 1 Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Phase 1 Financial Security and/or for all other actions of the Surety under, pursuant and/or related to this Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Phase 1 Financial Security may be used by or paid to the Surety for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. Interest.

If any interest accrues on account of the Phase 1 Financial Security, such interest shall merge with and become part of the funds represented by the Phase 1 Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. Insolvency of Developer.

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Phase 1 Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. Payments, Reductions or Releases of Financial Security.

It is expressly and specifically understood, covenanted and agreed by Developer and Surety that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Phase 1 Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Phase 1 Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render Developer liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Phase 1 Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Surety's obligations under this Section shall render the Surety liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Surety for releasing or reducing the Phase 1 Financial Security except in accordance with the terms of this Agreement.

14. Notices.

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

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

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

15. Miscellaneous.

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such

right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

UPPER UWCHLAN TOWNSHIP

Attest:

Gwen A. Jonik
Secretary

By: _____
Guy A. Donatelli, Chairman

DEVELOPER
THE PRESERVE AT MARSH CREEK LLC,
a Pennsylvania limited liability company
By: HIGHGROVE HOLDINGS, LLC,
a Pennsylvania limited liability company,
its sole member

Witness:

By: _____
Kevin E. McLaughlin, Vice President

MCKEE BUILDERS LLC,
a Pennsylvania limited liability company

Witness:

By: _____
Kevin E. McLaughlin, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF CHESTER :

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

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF DELAWARE :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of HIGHGROVE HOLDINGS, LLC, a Pennsylvania limited liability company, sole member of THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
COUNTY OF DELAWARE :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of MCKEE BUILDERS LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT “A”

List of Secured Improvements



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 14, 2019

File No. 14-12031T

Ms. Shanna Lodge
Acting Upper Uwchlan Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

Reference: The Preserve at Marsh Creek (aka – Fetters Tract)
Escrow Recommendation
Upper Uwchlan Township, Chester County, PA

Dear Shanna:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$10,381,661.79**.

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

Sincerely,

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

Attachment- Escrow Spreadsheet

cc: Kristin Camp, Esq. BBMM, LLC (Via e-mail only)
Kevin McLaughlin, McKee Group (Via e-mail only)
David Watt, McKee Group (Via e-mail only)
Allyson Zarro, Esq. RRHC (Via e-mail only)

BUILDING ON A FOUNDATION OF EXCELLENCE

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

www.gilmore-assoc.com

ESCROW STATUS REPORT

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

PROJECT NAME:	The Preserve at Marsh Creek (Phase I)	SUMMARY OF ESCROW ACCOUNT	AMOUNT OF CURRENT CONST. RELEASE:	\$ -
PROJECT NUMBER:	14-12031T	TOTAL CONSTRUCTION (100%) = \$	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):	\$ -
PROJECT SPONSOR:	McKee-Milford Associates, LP	TOWNSHIP CONTINGENCY (10%) = \$	AMOUNT OF ENGINEERING/INSPECTION RELEASE:	\$ -
MUNICIPALITY:	Upper Uwchlan Township	CONSTRUCTION INSPECTION (10%) = \$	AMOUNT OF CURRENT TOTAL RELEASE:	\$ -
		ADMINISTRATIVE AND LEGAL FEES (2%) = \$		
		GRAND TOTAL ESCROWED = \$	TOTAL OF CONST. RELEASES TO DATE:	\$ 9,437,874.36
			CONSTRUCTION ESCROW REMAINING:	\$ -
			TOTAL RETAINAGE/SECURITY RELEASES TO DATE:	\$ -
			RETAINAGE/SECURITY ESCROW REMAINING:	\$ -
		RELEASE NO.: 0	TOTAL ESCROW REMAINING:	\$ 10,381,661.79
		REQUEST DATE:	CONSTRUCTION COMPLETION:	\$ 10,381,661.79

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT
A. CLEARING & GRUBBING										
Clearing and Grubbing	LS	1.00	\$ 30,455.93	\$ 30,455.93		\$ -		\$ 30,455.93	1	
SUBTOTAL ITEM A				\$ 30,455.93		\$ -		\$ 30,455.93		
B. EROSION & SEDIMENT CONTROLS										
Construction Entrance (Main Tire Cleaner 150' Length)	EA	2.00	\$ 5,309.13	\$ 10,618.26		\$ -		\$ 10,618.26	2	
Tire Cleaner to Stockpile Area	EA	1.00	\$ 3,602.03	\$ 3,602.03		\$ -		\$ 3,602.03	1	
Temporary Access Road	SY	412.00	\$ 8.85	\$ 3,646.20		\$ -		\$ 3,646.20	412	
Orange Construction Fence	LF	6949.50	\$ 1.68	\$ 11,675.16		\$ -		\$ 11,675.16	6,950	
Inlet Protection	EA		\$ 73.28	\$ -		\$ -		\$ -		
Stone Filter Berm	EA	3.00	\$ 525.21	\$ 1,575.63		\$ -		\$ 1,575.63	3	
12" Silt Sock	LF	474.60	\$ 3.25	\$ 1,542.45		\$ -		\$ 1,542.45	475	
18" Silt Sock	LF	2171.20	\$ 5.42	\$ 11,767.90		\$ -		\$ 11,767.90	2,171	
18" Silt Sock (at Off-Site Soil Stockpile Location)	LF	3293.50	\$ 5.42	\$ 17,850.77		\$ -		\$ 17,850.77	3,294	
24" Silt Sock	LF	1009.90	\$ 9.75	\$ 9,846.53		\$ -		\$ 9,846.53	1,010	
32" Silt Sock	LF	4075.30	\$ 12.19	\$ 49,677.91		\$ -		\$ 49,677.91	4,075	
Temp Seed Straw Topsoil	SF	214094.00	\$ 0.04	\$ 8,563.76		\$ -		\$ 8,563.76	214,094	
S75 Erosion Control Blanket	SF	363395.00	\$ 0.16	\$ 58,143.20		\$ -		\$ 58,143.20	363,395	
C125 Matting in Permanent Swales	SY	3005.00	\$ 3.04	\$ 9,135.20		\$ -		\$ 9,135.20	3,005	
C124BN Permanent Matting in Swale	SY	670.00	\$ 3.42	\$ 2,291.40		\$ -		\$ 2,291.40	670	
Compost Filter Sock Traps	LF	109.00	\$ 41.20	\$ 4,490.80		\$ -		\$ 4,490.80	109	
Compost Filter Socks (Stockpile Area)	LF	2793.50	\$ 41.20	\$ 115,092.20		\$ -		\$ 115,092.20	2,794	
SEDIMENT BASIN #1										
Strip Topsoil	CY	1975.00	\$ 1.48	\$ 2,924.48		\$ -		\$ 2,924.48	1,976	
Cut / Fill / Compact	CY	9804.00	\$ 2.08	\$ 20,392.32		\$ -		\$ 20,392.32	9,804	
Grade Basin	SY	7753.00	\$ 0.25	\$ 1,938.25		\$ -		\$ 1,938.25	7,753	
Respread Topsoil	CY	1794.00	\$ 3.86	\$ 6,924.84		\$ -		\$ 6,924.84	1,794	
Temp. 24" Riser with Trash Rack	EA	1.00	\$ 1,226.69	\$ 1,226.69		\$ -		\$ 1,226.69	1	
Outlet Structure	EA	1.00	\$ 2,010.81	\$ 2,010.81		\$ -		\$ 2,010.81	1	
15' RCP Outflow Pipe with Concrete Cradle	LF	182.00	\$ 88.35	\$ 16,079.70		\$ -		\$ 16,079.70	182	
Anti-seep Collar	EA	4.00	\$ 793.41	\$ 3,173.64		\$ -		\$ 3,173.64	4	
15" DW Headwall/Endwall	EA	1.00	\$ 1,308.42	\$ 1,308.42		\$ -		\$ 1,308.42	1	
R-3 Rip Rap Apron	TON	59.00	\$ 39.46	\$ 2,328.14		\$ -		\$ 2,328.14	59	
Concrete Level Spreader	LF	111.00	\$ 105.96	\$ 11,761.56		\$ -		\$ 11,761.56	111	

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE		
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT		
SEDIMENT BASIN #1C																		
Strip Topsoil	CY	392.00		\$	1.48	\$	580.16							\$	392	\$	580.16	
Cut / Fill / Compact	CY	1461.00		\$	1.99	\$	2,907.39							\$	1,461	\$	2,907.39	
Grade Basin	SY	1204.00		\$	0.25	\$	301.00							\$	1,204	\$	301.00	
Respread Topsoil	CY	401.00		\$	3.86	\$	1,547.86							\$	401	\$	1,547.86	
Outlet Structure	EA	1.00		\$	2,508.06	\$	2,508.06							\$	1	\$	2,508.06	
15" HDPE Outflow Pipe with Level Spreader	LF	62.00		\$	53.85	\$	3,388.70							\$	62	\$	3,388.70	
Anti-Seep Collar	EA	2.00		\$	801.48	\$	1,602.96							\$	2	\$	1,602.96	
R-3 Rip Rap Apron	TON	17.00		\$	40.32	\$	685.44							\$	17	\$	685.44	
Concrete Level Spreader	LF	45.00		\$	138.53	\$	6,233.85							\$	45	\$	6,233.85	
S-75 Erosion Control Blanket	SF	6701.00		\$	0.16	\$	1,072.16							\$	6,701	\$	1,072.16	
Seed, Straw, Mulch, & Tack	SF	4132.00		\$	0.09	\$	371.88							\$	4,132	\$	371.88	
Orange Construction Fence	LF	240.00		\$	1.68	\$	403.20							\$	240	\$	403.20	
SEDIMENT BASIN #2																		
Strip Topsoil	CY	2439.00		\$	1.49	\$	3,634.11							\$	2,439	\$	3,634.11	
Cut / Fill / Compact	CY	10171.00		\$	2.01	\$	20,443.71							\$	10,171	\$	20,443.71	
Grade Basin	SY	7317.00		\$	0.25	\$	1,829.25							\$	7,317	\$	1,829.25	
Polyflex Liner	LS	1.00		\$	39,696.48	\$	39,696.48							\$	1	\$	39,696.48	
Respread Topsoil	CY	2463.00		\$	4.02	\$	9,901.26							\$	2,463	\$	9,901.26	
Temp. Skimmer	EA	1.00		\$	1,231.26	\$	1,231.26							\$	1	\$	1,231.26	
Temp. 84" Riser with Trash Rack	EA	1.00		\$	5,113.53	\$	5,113.53							\$	1	\$	5,113.53	
Outlet Structure	EA	1.00		\$	3,814.34	\$	3,814.34							\$	1	\$	3,814.34	
3" HDPE with Concrete at End Section	LF	19.00		\$	25.17	\$	478.23							\$	19	\$	478.23	
24" HDPE Outflow Pipe with Concrete Cradle	LF	43.00		\$	151.20	\$	6,501.60							\$	43	\$	6,501.60	
Anti-Seep Collar	EA	4.00		\$	796.36	\$	3,185.44							\$	4	\$	3,185.44	
24" DW Headwall/Endwall	EA	1.00		\$	1,313.47	\$	1,313.47							\$	1	\$	1,313.47	
R-3 Rip Rap Apron	TON	36.00		\$	40.46	\$	1,456.20							\$	36	\$	1,456.20	
Concrete Level Spreader	LF	60.00		\$	138.37	\$	8,302.20							\$	60	\$	8,302.20	
Super Silt Fence (5.5' High Baffle Wall)	LF	456.60		\$	17.35	\$	7,922.01							\$	457	\$	7,922.01	
S-75 Erosion Control Blanket	SF	32543.00		\$	0.16	\$	5,206.88							\$	32,543	\$	5,206.88	
Permeable Concrete Pavers (Emergency Spillway)	SF	1106.89		\$	10.56	\$	11,688.76							\$	1,107	\$	11,688.76	
Orange Construction Fence	LF	827.60		\$	1.68	\$	1,390.37							\$	828	\$	1,390.37	
SEDIMENT BASIN #2A																		
Strip Topsoil	CY	1106.00		\$	1.49	\$	1,647.94							\$	1,106	\$	1,647.94	
Cut / Fill / Compact	CY	2732.00		\$	1.13	\$	3,087.16							\$	2,732	\$	3,087.16	
Grade Basin	SY	3397.00		\$	0.25	\$	849.25							\$	3,397	\$	849.25	
Respread Topsoil	CY	692.00		\$	3.87	\$	2,678.04							\$	692	\$	2,678.04	
Outlet Structure	EA	1.00		\$	2,921.00	\$	2,921.00							\$	1	\$	2,921.00	
15" HDPE Outflow Pipe	LF	65.00		\$	29.42	\$	1,912.30							\$	65	\$	1,912.30	
Anti-Seep Collar	EA	3.00		\$	804.46	\$	2,413.38							\$	3	\$	2,413.38	
15" DW Headwall/Endwall	EA	1.00		\$	1,854.72	\$	1,854.72							\$	1	\$	1,854.72	
S-75 Erosion Control Blanket	SF	10838.00		\$	0.16	\$	1,734.08							\$	10,838	\$	1,734.08	
Seed, Straw, Mulch, & Tack	SF	7852.00		\$	0.09	\$	706.68							\$	7,852	\$	706.68	
SEDIMENT BIOTENTION BASIN #3A																		
Strip Topsoil	CY	73.00		\$	1.49	\$	108.77							\$	73	\$	108.77	
Cut / Fill / Compact	CY	132.00		\$	1.73	\$	228.36							\$	132	\$	228.36	
Grade Basin	SY	225.00		\$	0.25	\$	56.25							\$	225	\$	56.25	
Respread Topsoil	CY	75.00		\$	3.87	\$	290.25							\$	75	\$	290.25	
Outlet Structure	EA	1.00		\$	3,111.53	\$	3,111.53							\$	1	\$	3,111.53	
15" HDPE Outflow Pipe	LF	24.00		\$	31.87	\$	764.88							\$	24	\$	764.88	

ESCROW TABULATION										CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT COMPLETE
15" HDPE Flared End Section										EA	1.00	\$ 406.52	\$ 406.52	-	\$ -	-	\$ -	1	406.52
R-3 Rip Rap Apron										TON	3.00	\$ 68.61	\$ 205.83	-	\$ -	-	\$ -	3	205.83
S-75 Erosion Control Blanket										SF	3802.00	\$ 0.16	\$ 608.32	-	\$ -	-	\$ -	3,802	608.32
SEDIMENT BASIN #3A																			
Strip Topsoil										CY	1028.00	\$ 1.49	\$ 1,531.72	-	\$ -	-	\$ -	1,028	1,531.72
Cut / Fill / Compact										CY	5345.00	\$ 0.99	\$ 5,291.55	-	\$ -	-	\$ -	5,345	5,291.55
Grade Basin										SY	3169.00	\$ 0.25	\$ 792.25	-	\$ -	-	\$ -	3,169	792.25
Respread Topsoil										CY	890.00	\$ 3.87	\$ 3,444.30	-	\$ -	-	\$ -	890	3,444.30
Outlet Structure										EA	1.00	\$ 7,259.72	\$ 7,259.72	-	\$ -	-	\$ -	1	7,259.72
38" x 60" HERCP Outflow Pipe with Concrete Cradle										LF	118.00	\$ 372.74	\$ 43,983.32	-	\$ -	-	\$ -	118	43,983.32
Anti-Seep Collar										EA	6.00	\$ 1,109.03	\$ 6,654.18	-	\$ -	-	\$ -	6	6,654.18
38" x 60" HERCP DW Endwall										EA	1.00	\$ 10,156.75	\$ 10,156.75	-	\$ -	-	\$ -	1	10,156.75
R-5 Rip Rap Apron										TON	46.00	\$ 47.91	\$ 2,203.86	-	\$ -	-	\$ -	46	2,203.86
S-75 Erosion Control Blanket										SF	19494.00	\$ 0.16	\$ 3,119.04	-	\$ -	-	\$ -	19,494	3,119.04
Permeable Concrete Pavers (Emergency Spillway)										SF	1427.48	\$ 10.56	\$ 15,074.19	-	\$ -	-	\$ -	1,427	15,074.19
Orange Construction Fence										LF	521.00	\$ 1.68	\$ 875.28	-	\$ -	-	\$ -	521	875.28
SEDIMENT BIOTRETENTION BASIN #3B																			
Strip Topsoil										CY	102.00	\$ 1.49	\$ 151.98	-	\$ -	-	\$ -	102	151.98
Cut / Fill / Compact										CY	277.00	\$ 1.60	\$ 443.20	-	\$ -	-	\$ -	277	443.20
Grade Basin										SY	374.00	\$ 0.25	\$ 93.50	-	\$ -	-	\$ -	374	93.50
Respread Topsoil										CY	125.00	\$ 3.87	\$ 483.75	-	\$ -	-	\$ -	125	483.75
Outlet Structure										EA	1.00	\$ 2,947.45	\$ 2,947.45	-	\$ -	-	\$ -	1	2,947.45
15" HDPE Outflow Pipe										LF	136.00	\$ 27.74	\$ 3,772.64	-	\$ -	-	\$ -	136	3,772.64
S-75 Erosion Control Blanket										SF	10614.00	\$ 0.16	\$ 1,698.24	-	\$ -	-	\$ -	10,614	1,698.24
SEDIMENT BASIN #3B																			
Strip Topsoil										CY	3162.00	\$ 1.49	\$ 4,711.38	-	\$ -	-	\$ -	3,162	4,711.38
Cut / Fill / Compact										CY	15935.00	\$ 2.02	\$ 32,188.70	-	\$ -	-	\$ -	15,935	32,188.70
Grade Basin										SY	9771.00	\$ 0.25	\$ 2,442.75	-	\$ -	-	\$ -	9,771	2,442.75
Respread Topsoil										CY	2221.00	\$ 3.87	\$ 8,595.27	-	\$ -	-	\$ -	2,221	8,595.27
Temp. Skimmer										EA	1.00	\$ 1,231.26	\$ 1,231.26	-	\$ -	-	\$ -	1	1,231.26
Temp. 36" Riser with Trash Rack and 24" Barrel										EA	1.00	\$ 3,507.75	\$ 3,507.75	-	\$ -	-	\$ -	1	3,507.75
Outlet Structure										EA	1.00	\$ 3,431.96	\$ 3,431.96	-	\$ -	-	\$ -	1	3,431.96
30" HDPE Outflow Pipe with Concrete Cradle										LF	34.00	\$ 157.85	\$ 5,366.90	-	\$ -	-	\$ -	34	5,366.90
Anti-Seep Collar										EA	4.00	\$ 796.36	\$ 3,185.44	-	\$ -	-	\$ -	4	3,185.44
30" DW Headwall/Endwall										EA	1.00	\$ 2,670.55	\$ 2,670.55	-	\$ -	-	\$ -	1	2,670.55
R-3 Rip Rap Apron										TON	129.00	\$ 40.45	\$ 5,218.05	-	\$ -	-	\$ -	129	5,218.05
Concrete Level Spreader										LF	114.00	\$ 105.85	\$ 12,066.90	-	\$ -	-	\$ -	114	12,066.90
Super Silt Fence (5.5' High Battle Wall)										LF	648.50	\$ 17.35	\$ 11,251.48	-	\$ -	-	\$ -	649	11,251.48
S-75 Erosion Control Blanket										SF	65265.00	\$ 0.16	\$ 10,442.40	-	\$ -	-	\$ -	65,265	10,442.40
Permeable Concrete Pavers (Emergency Spillway)										SF	2743.00	\$ 10.56	\$ 28,966.08	-	\$ -	-	\$ -	2,743	28,966.08
Orange Construction Fence										LF	782.00	\$ 1.68	\$ 1,313.76	-	\$ -	-	\$ -	782	1,313.76
SEDIMENT BASIN #4																			
Strip Topsoil										CY	2330.00	\$ 1.49	\$ 3,471.70	-	\$ -	-	\$ -	2,330	3,471.70
Cut / Fill / Compact										CY	4557.00	\$ 1.70	\$ 7,746.90	-	\$ -	-	\$ -	4,557	7,746.90
Grade Basin										SY	7104.00	\$ 0.25	\$ 1,776.00	-	\$ -	-	\$ -	7,104	1,776.00
Respread Topsoil										CY	1684.00	\$ 3.87	\$ 6,400.98	-	\$ -	-	\$ -	1,684	6,400.98
Temp. Skimmer										EA	1.00	\$ 910.19	\$ 910.19	-	\$ -	-	\$ -	1	910.19
Temp. 30" Riser with Trash Rack										EA	1.00	\$ 2,598.10	\$ 2,598.10	-	\$ -	-	\$ -	1	2,598.10
Outlet Structure										EA	1.00	\$ 3,760.94	\$ 3,760.94	-	\$ -	-	\$ -	1	3,760.94
3" HDPE with Concrete at End Section										LF	30.00	\$ 25.17	\$ 755.10	-	\$ -	-	\$ -	30	755.10
15" HDPE Outflow Pipe with Concrete Cradle										LF	94.00	\$ 81.61	\$ 7,671.94	-	\$ -	-	\$ -	94	7,671.94
Anti-Seep Collar										EA	4.00	\$ 804.46	\$ 3,217.84	-	\$ -	-	\$ -	4	3,217.84
Connect to Existing Storm Sewer										EA	1.00	\$ 1,126.40	\$ 1,126.40	-	\$ -	-	\$ -	1	1,126.40
Super Silt Fence (5.5' High Battle Wall)										LF	312.00	\$ 10.84	\$ 3,382.08	-	\$ -	-	\$ -	312	3,382.08

ESCROW TABULATION										CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT		QUANTITY	TOTAL AMOUNT		PERCENT
S-75 Erosion Control Blanket	SF	31521.00	\$ 0.16	\$ 5,043.36							\$			\$		31,521	\$ 5,043.36		
Permeable Concrete Pavers (Emergency Spillway)	SF	542.44	\$ 10.56	\$ 5,728.17							\$			\$		542	\$ 5,728.17		
Seed, Straw, Mulch, & Tack	SF	10830.00	\$ 0.09	\$ 974.70							\$			\$		10,830	\$ 974.70		
Orange Construction Fence	LF	782.00	\$ 1.68	\$ 1,313.76							\$			\$		782	\$ 1,313.76		
SUBTOTAL ITEM B				\$ 901,544.97							\$			\$			\$ 901,544.97		
C. DEMOLITION																			
Dumpster Load	EA	8.00	\$ 650.00	\$ 5,200.00							\$			\$		8	\$ 5,200.00		
Misc. Sun Pipe Notification Markers	EA	1.00	\$ 2,000.00	\$ 2,000.00							\$			\$		1	\$ 2,000.00		
Misc. Poles to Existing Structures	EA	1.00	\$ 6,500.00	\$ 6,500.00							\$			\$		1	\$ 6,500.00		
Well Capping	EA	1.00	\$ 1,533.85	\$ 1,533.85							\$			\$		1	\$ 1,533.85		
Septic Removal	EA	1.00	\$ 2,388.81	\$ 2,388.81							\$			\$		1	\$ 2,388.81		
Concrete/Asphalt Demolition	SY	3260.64	\$ 2.69	\$ 8,771.12							\$			\$		3,261	\$ 8,771.12		
General Demolition	LS	1.00	\$ 29,062.61	\$ 29,062.61							\$			\$		1	\$ 29,062.61		
SUBTOTAL ITEM C				\$ 55,456.19							\$			\$			\$ 55,456.19		
D. EARTHWORK																			
Strip Topsoil	CY	90577.00	\$ 1.58	\$ 143,111.66							\$			\$		90,577	\$ 143,111.66		
Cut / Fill / Compact	CY	137062.00	\$ 2.19	\$ 300,165.78							\$			\$		137,062	\$ 300,165.78		
Grade	SY	217626.00	\$ 0.20	\$ 43,525.20							\$			\$		217,626	\$ 43,525.20		
Handle Trench Spoils	CY	11377.00	\$ 2.34	\$ 26,622.18							\$			\$		11,377	\$ 26,622.18		
Respread Topsoil (2' to Right-of-Way)	CY	6977.00	\$ 5.34	\$ 37,257.18							\$			\$		6,977	\$ 37,257.18		
Respread Topsoil (12' to Islands)	CY	583.00	\$ 14.60	\$ 8,511.80							\$			\$		583	\$ 8,511.80		
Respread Topsoil (18' to Open Space)	CY	42115.00	\$ 3.39	\$ 142,769.85							\$			\$		42,115	\$ 142,769.85		
Permanent Swale C-125 Matting	SY	3130.00	\$ 3.04	\$ 9,515.20							\$			\$		3,130	\$ 9,515.20		
Seed, Straw, Mulch, & Tack	SF	1540828.00	\$ 0.06	\$ 92,449.68							\$			\$		1,540,828	\$ 92,449.68		
PHASE 2 BORROW TO BALANCE SITE																			
Strip Topsoil	CY	2610.00	\$ 4.06	\$ 10,596.60							\$			\$		2,610	\$ 10,596.60		
Grade	SY	8785.00	\$ 0.19	\$ 1,669.15							\$			\$		8,785	\$ 1,669.15		
Respread Topsoil (2' to Right-of-Way)	CY	308.00	\$ 5.41	\$ 1,666.28							\$			\$		308	\$ 1,666.28		
Respread Topsoil (6' to Open Space)	CY	563.00	\$ 3.35	\$ 1,886.05							\$			\$		563	\$ 1,886.05		
Seed, Straw, Mulch, & Tack	SF	75052.00	\$ 0.05	\$ 3,752.60							\$			\$		75,052	\$ 3,752.60		
SEPTIC FIELDS																			
Seed Mixture per Glackin, Thomas, & Panzak (Fields #1 and #2)	SF	238272.60	\$ 0.14	\$ 33,358.16							\$			\$		238,273	\$ 33,358.16		
Grading Adjustments & Fall Over Seeding	LS	1.00	\$ 11,410.77	\$ 11,410.77							\$			\$		1	\$ 11,410.77		
SUBTOTAL ITEM D				\$ 868,268.14							\$			\$			\$ 868,268.14		
E. STORM SEWER																			
15" HDPE	LF	7373.00	\$ 32.50	\$ 239,622.50							\$			\$		7,373	\$ 239,622.50		
18" HDPE	LF	2001.00	\$ 34.30	\$ 68,634.30							\$			\$		2,001	\$ 68,634.30		
24" HDPE	LF	1673.00	\$ 44.27	\$ 74,063.71							\$			\$		1,673	\$ 74,063.71		
30" HDPE	LF	536.00	\$ 58.47	\$ 31,339.92							\$			\$		536	\$ 31,339.92		
36" HDPE	LF	940.00	\$ 67.80	\$ 63,826.00							\$			\$		940	\$ 63,826.00		
42" HDPE	LF	149.00	\$ 82.60	\$ 12,307.40							\$			\$		149	\$ 12,307.40		
48" HDPE	LF	32.00	\$ 90.00	\$ 2,880.00							\$			\$		32	\$ 2,880.00		
34" x 53" HERCP	LF	182.00	\$ 150.00	\$ 27,300.00							\$			\$		182	\$ 27,300.00		
Type M Inlet (24" x 45" Box)	EA	18.00	\$ 2,324.21	\$ 41,835.78							\$			\$		18	\$ 41,835.78		
Type M Inlet (24" x 72" Box)	EA	1.00	\$ 2,810.60	\$ 2,810.60							\$			\$		1	\$ 2,810.60		
Type M Inlet (60" x 60" Box)	EA	1.00	\$ 4,489.22	\$ 4,489.22							\$			\$		1	\$ 4,489.22		

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Type C Inlet (24" x 45" Box)	EA	79.00	\$ 2,383.89	\$ 186,327.31							\$ -		\$ -	79	\$ 186,327.31	
Type C Inlet (24" x 72" Box)	EA	2.00	\$ 4,508.91	\$ 9,017.82							\$ -		\$ -	2	\$ 9,017.82	
Type C Inlet (42" x 48" Box)	EA	13.00	\$ 3,297.97	\$ 42,873.61							\$ -		\$ -	13	\$ 42,873.61	
Type C Inlet (48" x 48" Box)	EA	3.00	\$ 4,028.24	\$ 12,084.72							\$ -		\$ -	3	\$ 12,084.72	
Type C Inlet (48" x 54" Box)	EA	5.00	\$ 4,689.72	\$ 23,448.60							\$ -		\$ -	5	\$ 23,448.60	
Type C Inlet (48" x 66" Box)	EA	4.00	\$ 4,065.75	\$ 16,263.00							\$ -		\$ -	4	\$ 16,263.00	
Type C Inlet (60" x 60" Box)	EA	3.00	\$ 5,960.92	\$ 17,882.76							\$ -		\$ -	3	\$ 17,882.76	
60" Storm Manhole	EA	2.00	\$ 3,672.91	\$ 7,345.82							\$ -		\$ -	2	\$ 7,345.82	
42" DW Headwall/Endwall	EA	1.00	\$ 4,736.51	\$ 4,736.51							\$ -		\$ -	1	\$ 4,736.51	
36" DW Headwall/Endwall	EA	1.00	\$ 3,896.88	\$ 3,896.88							\$ -		\$ -	1	\$ 3,896.88	
30" DW Headwall/Endwall	EA	1.00	\$ 2,518.24	\$ 2,518.24							\$ -		\$ -	1	\$ 2,518.24	
24" DW Headwall/Endwall	EA	1.00	\$ 1,391.03	\$ 1,391.03							\$ -		\$ -	1	\$ 1,391.03	
24" HDPE Flared End Section	EA	2.00	\$ 473.46	\$ 946.92							\$ -		\$ -	2	\$ 946.92	
18" DW Headwall/Endwall	EA	3.00	\$ 1,277.50	\$ 3,832.50							\$ -		\$ -	3	\$ 3,832.50	
15" DW Headwall/Endwall	EA	3.00	\$ 1,277.50	\$ 3,832.50							\$ -		\$ -	3	\$ 3,832.50	
34" x 53" HERCP Headwall/Endwall	EA	1.00	\$ 4,736.51	\$ 4,736.51							\$ -		\$ -	1	\$ 4,736.51	
R-7 Rip Rap Apron	TON	359.00	\$ 55.98	\$ 20,096.82							\$ -		\$ -	359	\$ 20,096.82	
R-6 Rip Rap Apron	TON	11.00	\$ 52.55	\$ 578.05							\$ -		\$ -	11	\$ 578.05	
R-4 Rip Rap Apron	TON	23.00	\$ 40.36	\$ 928.28							\$ -		\$ -	23	\$ 928.28	
R-3 Rip Rap Level Spreader	TON	13.00	\$ 44.62	\$ 580.06							\$ -		\$ -	13	\$ 580.06	
OFF-SITE STORM SEWER IMPROVEMENTS																
15" HDPE	LF	531.00	\$ 41.11	\$ 21,829.41							\$ -		\$ -	531	\$ 21,829.41	
Type M Inlet (24" x 45" Box)	EA	3.00	\$ 2,673.86	\$ 8,021.58							\$ -		\$ -	3	\$ 8,021.58	
15" DW Headwall/Endwall	EA	1.00	\$ 1,277.50	\$ 1,277.50							\$ -		\$ -	1	\$ 1,277.50	
R-3 Rip Rap Apron	TON	3.00	\$ 68.61	\$ 205.83							\$ -		\$ -	3	\$ 205.83	
Stone Backfill	TON	54.00	\$ 15.65	\$ 845.10							\$ -		\$ -	54	\$ 845.10	
SUBTOTAL ITEM E											\$ -		\$ -		\$ 966,606.79	
F. STORMWATER BASINS																
BASIN #1																
Construction Entrance	EA	1.00	\$ 1,081.44	\$ 1,081.44							\$ -		\$ -	1	\$ 1,081.44	
Dewatering	LS	1.00	\$ 1,324.30	\$ 1,324.30							\$ -		\$ -	1	\$ 1,324.30	
Remove Dewatering Facility	EA	2.00	\$ 211.55	\$ 423.10							\$ -		\$ -	2	\$ 423.10	
Erosion Control Removal	LS	1.00	\$ 4,091.40	\$ 4,091.40							\$ -		\$ -	1	\$ 4,091.40	
Desilt Basin	CY	432.00	\$ 13.10	\$ 5,659.20							\$ -		\$ -	432	\$ 5,659.20	
Grade Basin	SY	2595.00	\$ 0.50	\$ 1,297.50							\$ -		\$ -	2,595	\$ 1,297.50	
Install Underdrain	LF	621.00	\$ 9.51	\$ 5,905.71							\$ -		\$ -	621	\$ 5,905.71	
AASHTO #57 Stone Bed	TON	800.00	\$ 38.40	\$ 30,720.00							\$ -		\$ -	800	\$ 30,720.00	
15" HDPE	LF	7.00	\$ 86.60	\$ 606.20							\$ -		\$ -	7	\$ 606.20	
15" Endwall	EA	1.00	\$ 1,341.98	\$ 1,341.98							\$ -		\$ -	1	\$ 1,341.98	
Amended Soils	CY	865.00	\$ 37.94	\$ 32,818.10							\$ -		\$ -	865	\$ 32,818.10	
Right-of-Way Restoration	SY	197.00	\$ 25.04	\$ 4,932.88							\$ -		\$ -	197	\$ 4,932.88	
Meadow Seed Mix	SF	34270.00	\$ 0.35	\$ 11,994.50							\$ -		\$ -	34,270	\$ 11,994.50	
BASIN #10																
Construction Entrance	EA	1.00	\$ 1,081.44	\$ 1,081.44							\$ -		\$ -	1	\$ 1,081.44	
Dewatering	LS	1.00	\$ 1,324.30	\$ 1,324.30							\$ -		\$ -	1	\$ 1,324.30	
Strip Topsoil	CY	78.00	\$ 8.13	\$ 634.14							\$ -		\$ -	78	\$ 634.14	
Desilt Basin	CY	20.00	\$ 39.30	\$ 786.00							\$ -		\$ -	20	\$ 786.00	
Cut / Export	CY	649.00	\$ 11.66	\$ 7,567.34							\$ -		\$ -	649	\$ 7,567.34	
Culvert System	LS	1.00	\$ 35,497.12	\$ 35,497.12							\$ -		\$ -	1	\$ 35,497.12	
15" HDPE	LF	20.00	\$ 47.84	\$ 956.80							\$ -		\$ -	20	\$ 956.80	
18" HDPE	LF	7.00	\$ 63.50	\$ 444.50							\$ -		\$ -	7	\$ 444.50	
15" to 24" Endwall	EA	1.00	\$ 515.04	\$ 515.04							\$ -		\$ -	1	\$ 515.04	
Outlet Structure	EA	1.00	\$ 3,211.48	\$ 3,211.48							\$ -		\$ -	1	\$ 3,211.48	

ESCROW TABULATION										CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Grade Basin	SY	496.00	\$	0.50	\$	248.00						\$		\$	496	\$	248.00		
Amended Soils	CY	40.00	\$	99.25	\$	3,970.00						\$		\$	40	\$	3,970.00		
Respread Topsoil	CY	78.00	\$	14.67	\$	1,144.26						\$		\$	78	\$	1,144.26		
Seed, Straw, Mulch, & Tack	SF	1014.00	\$	0.14	\$	141.96						\$		\$	1,014	\$	141.96		
S-75 Erosion Control Blanket	SF	4467.00	\$	0.16	\$	714.72						\$		\$	4,467	\$	714.72		
Right-of-Way Restoration	SY	775.00	\$	2.78	\$	2,154.50						\$		\$	775	\$	2,154.50		
Basin Plantings (Plugs)	EA	1855.00	\$	3.50	\$	6,492.50						\$		\$	1,855	\$	6,492.50		
River Rock at Storm Inlet	LS	1.00	\$	1,500.00	\$	1,500.00						\$		\$	1	\$	1,500.00		
Mulch Bed	CY	450.00	\$	35.00	\$	15,750.00						\$		\$	450	\$	15,750.00		
BASIN #2																			
Construction Entrance	EA	1.00	\$	1,081.87	\$	1,081.87						\$		\$	1	\$	1,081.87		
Remove Temp. Liner and E&S Controls	LS	1.00	\$	12,612.45	\$	12,612.45						\$		\$	1	\$	12,612.45		
Dewater	LS	1.00	\$	2,659.58	\$	2,659.58						\$		\$	1	\$	2,659.58		
Remove Dewatering Devices	EA	2.00	\$	317.65	\$	635.30						\$		\$	2	\$	635.30		
Desilt	CY	456.00	\$	13.09	\$	5,970.24						\$		\$	436	\$	5,707.24		
Cut / Export	CY	1805.00	\$	9.18	\$	16,569.90						\$		\$	1,805	\$	16,569.90		
Grade Basin	SY	2620.00	\$	0.51	\$	1,336.20						\$		\$	2,620	\$	1,336.20		
15" HDPE	LF	3.00	\$	119.66	\$	358.98						\$		\$	3	\$	358.98		
15" Endwall	EA	1.00	\$	1,342.62	\$	1,342.62						\$		\$	1	\$	1,342.62		
AASHTO #57 Stone Bed with River Rock	TON	1200.00	\$	42.82	\$	51,384.00						\$		\$	1,200	\$	51,384.00		
Amended Soils	CY	680.00	\$	46.23	\$	30,511.80						\$		\$	680	\$	30,511.80		
Respread Topsoil	CY	175.00	\$	16.36	\$	2,863.00						\$		\$	175	\$	2,863.00		
Seed, Straw, Mulch, & Tack	SF	23551.00	\$	0.14	\$	3,297.14						\$		\$	23,551	\$	3,297.14		
S-75 Erosion Control Blanket	SF	9436.00	\$	0.16	\$	1,509.76						\$		\$	9,436	\$	1,509.76		
Right-of-Way Restoration	SY	2000.00	\$	2.78	\$	5,560.00						\$		\$	2,000	\$	5,560.00		
Basin Shrubs	EA	59.00	\$	60.00	\$	3,540.00						\$		\$	59	\$	3,540.00		
Basin Plantings (Plugs)	EA	18120.00	\$	3.50	\$	63,420.00						\$		\$	18,120	\$	63,420.00		
BIORETENTION BASIN #2A																			
Construction Entrance	EA	1.00	\$	1,081.87	\$	1,081.87						\$		\$	1	\$	1,081.87		
Dewater	LS	1.00	\$	1,329.79	\$	1,329.79						\$		\$	1	\$	1,329.79		
Desilt	CY	223.00	\$	14.30	\$	3,188.90						\$		\$	223	\$	3,188.90		
Cullec System	LS	1.00	\$	90,639.78	\$	90,639.78						\$		\$	1	\$	90,639.78		
Grade Basin	SY	1340.00	\$	0.51	\$	683.40						\$		\$	1,340	\$	683.40		
Cut / Export	CY	1282.00	\$	9.60	\$	12,307.20						\$		\$	1,282	\$	12,307.20		
Outlet Structure (Manhole)	EA	2.00	\$	3,225.40	\$	6,450.80						\$		\$	2	\$	6,450.80		
8" HDPE with C/O	LF	30.00	\$	67.00	\$	2,010.00						\$		\$	30	\$	2,010.00		
15" HDPE	LF	2.00	\$	173.77	\$	347.54						\$		\$	2	\$	347.54		
15" Endwall	EA	1.00	\$	1,342.62	\$	1,342.62						\$		\$	1	\$	1,342.62		
Amended Soils	CY	452.00	\$	43.57	\$	19,693.64						\$		\$	452	\$	19,693.64		
Seed, Straw, Mulch, & Tack	SF	12043.00	\$	0.14	\$	1,686.02						\$		\$	12,043	\$	1,686.02		
Right-of-Way Restoration	SY	125.00	\$	2.78	\$	347.50						\$		\$	125	\$	347.50		
Basin Plantings (Plugs)	EA	7930.00	\$	3.50	\$	27,755.00						\$		\$	7,930	\$	27,755.00		
Mulch Bed	CY	726.00	\$	35.00	\$	25,410.00						\$		\$	726	\$	25,410.00		
BIORETENTION BASIN #2B																			
Construction Entrance	EA	1.00	\$	1,081.87	\$	1,081.87						\$		\$	1	\$	1,081.87		
Mobilization and Supervision	LS	1.00	\$	14,483.52	\$	14,483.52						\$		\$	1	\$	14,483.52		
Strip Topsoil	CY	234.00	\$	10.85	\$	2,538.90						\$		\$	234	\$	2,538.90		
Cut / Export	CY	287.00	\$	13.56	\$	3,897.46						\$		\$	287	\$	3,897.46		
Underground Pipe System	LS	1.00	\$	82,536.31	\$	82,536.31						\$		\$	1	\$	82,536.31		
Outlet Structure	EA	1.00	\$	2,708.81	\$	2,708.81						\$		\$	1	\$	2,708.81		
15" HDPE Outflow Pipe	EA	31.00	\$	29.59	\$	917.29						\$		\$	31	\$	917.29		
15" Endwall	EA	1.00	\$	1,277.50	\$	1,277.50						\$		\$	1	\$	1,277.50		
R-3 Rip Rap Apron	TON	3.00	\$	68.61	\$	205.83						\$		\$	3	\$	205.83		
Grade Basin	SY	1195.00	\$	0.51	\$	609.45						\$		\$	1,195	\$	609.45		
Respread Topsoil	CY	234.00	\$	14.68	\$	3,435.12						\$		\$	234	\$	3,435.12		

ESCROW TABULATION											
CONSTRUCTION ITEMS											
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
				QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT	
S-75 Erosion Control Blanket	SF	\$ 0.16	\$ 1,718.88	10743.00	\$		\$	10,743	\$ 1,718.88		
	SY	\$ 2.78	\$ 5,560.00	2000.00	\$		\$	2,000	\$ 5,560.00		
Right-of-Way Restoration											
BIORETENTION BASIN #3A	EA	\$ 1,081.87	\$ 1,081.87	1.00	\$		\$	1	\$ 1,081.87		
	LS	\$ 1,329.79	\$ 1,329.79	1.00	\$		\$	1	\$ 1,329.79		
	CY	\$ 8.14	\$ 488.40	60.00	\$		\$	60	\$ 488.40		
	CY	\$ 70.72	\$ 707.20	10.00	\$		\$	10	\$ 707.20		
	CY	\$ 11.67	\$ 1,517.10	130.00	\$		\$	130	\$ 1,517.10		
	LS	\$ 30,872.52	\$ 30,872.52	1.00	\$		\$	1	\$ 30,872.52		
	SY	\$ 0.51	\$ 173.40	340.00	\$		\$	340	\$ 173.40		
	EA	\$ 2,929.90	\$ 2,929.90	1.00	\$		\$	1	\$ 2,929.90		
	LF	\$ 103.35	\$ 516.75	5.00	\$		\$	5	\$ 516.75		
	CY	\$ 213.17	\$ 2,658.04	12.00	\$		\$	12	\$ 2,658.04		
	CY	\$ 15.07	\$ 898.99	57.00	\$		\$	57	\$ 898.99		
	SF	\$ 0.14	\$ 15.12	108.00	\$		\$	108	\$ 15.12		
	SF	\$ 0.16	\$ 489.92	3062.00	\$		\$	3062	\$ 489.92		
	S-75 Erosion Control Blanket	SY	\$ 2.78	\$ 1,098.10	395.00	\$		\$	395	\$ 1,098.10	
	Right-of-Way Restoration	EA	\$ 3.50	\$ 3,955.00	1130.00	\$		\$	1,130	\$ 3,955.00	
	Basin Plantings (Plugs)	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$		\$	1	\$ 1,500.00	
	River Rock at Storm Inlet	CY	\$ 85.00	\$ 8,155.00	233.00	\$		\$	233	\$ 8,155.00	
	Mulch Bed										
	BASIN #3A	LS	\$ 2,043.78	\$ 2,043.78	1.00	\$		\$	1	\$ 2,043.78	
		EA	\$ 1,081.87	\$ 1,081.87	1.00	\$		\$	1	\$ 1,081.87	
LS		\$ 1,329.79	\$ 1,329.79	1.00	\$		\$	1	\$ 1,329.79		
CY		\$ 14.94	\$ 2,644.38	177.00	\$		\$	177	\$ 2,644.38		
CY		\$ 10.27	\$ 6,624.15	645.00	\$		\$	645	\$ 6,624.15		
SY		\$ 0.51	\$ 543.15	1065.00	\$		\$	1,065	\$ 543.15		
LF		\$ 54.67	\$ 1,804.11	33.00	\$		\$	33	\$ 1,804.11		
LF		\$ 2,169.42	\$ 2,169.42	1.00	\$		\$	1	\$ 2,169.42		
EA		\$ 3,590.54	\$ 3,590.54	1.00	\$		\$	1	\$ 3,590.54		
EA		\$ 3,590.54	\$ 3,590.54	1.00	\$		\$	1	\$ 3,590.54		
CY		\$ 52.50	\$ 9,292.50	177.00	\$		\$	177	\$ 9,292.50		
SF		\$ 0.14	\$ 1,337.42	9553.00	\$		\$	9,553	\$ 1,337.42		
SY		\$ 2.78	\$ 417.00	150.00	\$		\$	150	\$ 417.00		
SF		\$ 0.55	\$ 3,675.00	10500.00	\$		\$	10,500	\$ 3,675.00		
Permanent Seed											
BIORETENTION BASIN #3B		EA	\$ 1,081.87	\$ 1,081.87	1.00	\$		\$	1	\$ 1,081.87	
		LS	\$ 1,329.79	\$ 1,329.79	1.00	\$		\$	1	\$ 1,329.79	
		CY	\$ 39.31	\$ 786.20	20.00	\$		\$	20	\$ 786.20	
		CY	\$ 10.85	\$ 585.90	54.00	\$		\$	54	\$ 585.90	
		CY	\$ 11.67	\$ 5,298.18	454.00	\$		\$	454	\$ 5,298.18	
	LS	\$ 75,142.93	\$ 75,142.93	1.00	\$		\$	1	\$ 75,142.93		
	SY	\$ 0.51	\$ 357.00	700.00	\$		\$	700	\$ 357.00		
	CY	\$ 188.04	\$ 3,008.64	16.00	\$		\$	16	\$ 3,008.64		
	CY	\$ 14.68	\$ 1,702.88	116.00	\$		\$	116	\$ 1,702.88		
	SF	\$ 0.14	\$ 59.50	425.00	\$		\$	425	\$ 59.50		
	SF	\$ 0.16	\$ 1,004.80	6280.00	\$		\$	6,280	\$ 1,004.80		
	Right-of-Way Restoration	SY	\$ 2.78	\$ 1,306.60	470.00	\$		\$	470	\$ 1,306.60	
	Basin Plantings (Plugs)	EA	\$ 3.50	\$ 4,819.50	1377.00	\$		\$	1,377	\$ 4,819.50	
	River Rock at Storm Inlet	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$		\$	1	\$ 1,500.00	
	Mulch Bed	CY	\$ 35.00	\$ 5,460.00	156.00	\$		\$	156	\$ 5,460.00	
	BASIN #3B										
	Remove Temp. Facilities	LS	\$ 5,672.95	\$ 5,672.95	1.00	\$		\$	1	\$ 5,672.95	
	Construction Entrance	EA	\$ 1,081.87	\$ 1,081.87	1.00	\$		\$	1	\$ 1,081.87	

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Devaler	LS	1.00	\$ 1,329.79	\$ 1,329.79										1	\$ 1,329.79	
Remove Dewatering Devices	EA	2.00	\$ 211.77	\$ 423.54										2	\$ 423.54	
Desilt	CY	577.00	\$ 12.78	\$ 7,374.06										577	\$ 7,374.06	
Cut / Export	CY	2643.00	\$ 8.95	\$ 23,664.85										2,643	\$ 23,664.85	
Grade Basin	SY	3480.00	\$ 0.51	\$ 1,764.60										3,460	\$ 1,764.60	
Install Underdrain	LF	1117.00	\$ 9.57	\$ 10,689.69										1,117	\$ 10,689.69	
AASHTO #57 Stone Bed	TON	970.00	\$ 38.82	\$ 37,655.40										970	\$ 37,655.40	
15" HDPE	LF	12.00	\$ 72.22	\$ 866.64										12	\$ 866.64	
15" Endwall	EA	1.00	\$ 1,342.62	\$ 1,342.62										1	\$ 1,342.62	
Amended Soils	CY	1050.00	\$ 44.24	\$ 46,452.00										1,050	\$ 46,452.00	
Seed, Straw, Mulch, & Tack	SF	28231.00	\$ 0.14	\$ 3,952.34										28,231	\$ 3,952.34	
S-75 Erosion Control Blanket	SF	2912.00	\$ 0.16	\$ 465.92										2,912	\$ 465.92	
Right-of-Way Restoration	SY	150.00	\$ 2.78	\$ 417.00										150	\$ 417.00	
Permanent Seed	SF	56000.00	\$ 0.35	\$ 19,600.00										56,000	\$ 19,600.00	
BASIN #4																
Remove Temp. Facilities	LS	1.00	\$ 4,452.58	\$ 4,452.58										1	\$ 4,452.58	
Construction Entrance	EA	1.00	\$ 1,081.87	\$ 1,081.87										1	\$ 1,081.87	
Dewater	LS	1.00	\$ 2,659.58	\$ 2,659.58										1	\$ 2,659.58	
Remove Dewatering Devices	EA	3.00	\$ 282.36	\$ 847.08										3	\$ 847.08	
Desilt	CY	585.00	\$ 12.27	\$ 7,177.95										585	\$ 7,177.95	
Strip Topsoil	CY	345.00	\$ 8.14	\$ 2,808.30										345	\$ 2,808.30	
Cut / Export	CY	6168.00	\$ 7.67	\$ 47,308.56										6,168	\$ 47,308.56	
Grade Basin	SY	5615.00	\$ 0.51	\$ 2,863.65										5,615	\$ 2,863.65	
15" HDPE	LF	4.00	\$ 143.20	\$ 572.80										4	\$ 572.80	
15" Endwall	EA	1.00	\$ 1,342.62	\$ 1,342.62										1	\$ 1,342.62	
AASHTO #57 Stone Bed with River Rock	CY	1308.00	\$ 40.99	\$ 53,614.92										1,308	\$ 53,614.92	
Amended Soils	CY	1045.00	\$ 38.67	\$ 40,410.15										1,045	\$ 40,410.15	
Respread Topsoil	CY	352.00	\$ 16.27	\$ 5,727.04										352	\$ 5,727.04	
Seed, Straw, Mulch, & Tack	SF	31448.00	\$ 0.14	\$ 4,402.72										31,448	\$ 4,402.72	
S-75 Erosion Control Blanket	SF	19028.00	\$ 0.16	\$ 3,044.48										19,028	\$ 3,044.48	
Right-of-Way Restoration	SY	535.00	\$ 2.78	\$ 1,487.30										535	\$ 1,487.30	
Basin Shrubs	EA	115.00	\$ 60.00	\$ 6,900.00										115	\$ 6,900.00	
Basin Plantings (Plugs)	EA	21775.00	\$ 3.50	\$ 76,212.50										21,775	\$ 76,212.50	
SUBTOTAL ITEM F				\$ 1,333,457.16											\$ 1,333,457.16	
G. PAVING & CONCRETE WORK																
CONCRETE																
Vertical 18" Concrete Curb	LF	22479.20	\$ 14.24	\$ 320,103.81										22,479	\$ 320,103.81	
Mountable Concrete Curb	LF	277.00	\$ 19.39	\$ 5,371.03										277	\$ 5,371.03	
Curb Seal	LF	22755.20	\$ 0.39	\$ 8,874.92										22,756	\$ 8,874.92	
4" Wide Sidewalk (4" Depth)	SF	43011.90	\$ 5.00	\$ 215,059.50										43,012	\$ 215,059.50	
Driveway Apron (6" Depth)	SF	15540.00	\$ 8.00	\$ 124,320.00										15,540	\$ 124,320.00	
Handicap Ramp ADA Matting	EA	34.00	\$ 450.00	\$ 15,300.00										34	\$ 15,300.00	
PAVEMENT																
Preparation for Paving	SY	39205.41	\$ 0.41	\$ 15,664.63										39,206	\$ 15,664.63	
2A Compacted Stone (5" Depth)	SY	38205.41	\$ 6.32	\$ 241,464.51										38,206	\$ 241,464.51	
25mm Base Course (5" Depth)	SY	39205.41	\$ 19.27	\$ 735,237.52										38,206	\$ 735,237.52	
19mm Binder Course (3" Depth)	SY	38205.41	\$ 12.45	\$ 475,669.80										38,206	\$ 475,669.80	
Sweep and Tack for Wearing Course	SY	38205.41	\$ 0.73	\$ 27,890.68										38,206	\$ 27,890.68	
9.5mm Wearing Course (1.5" Depth)	SY	38205.41	\$ 8.61	\$ 328,957.19										38,206	\$ 328,957.19	
WALKING TRAIL																
Excavate	CY		\$ 18.25	\$ -											\$ -	
Fine Grade and Compaction	SY	2731.47	\$ 2.82	\$ 7,702.75										2,731	\$ 7,702.75	

ESCROW TABULATION										CURRENT ESCROW RELEASE			ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)			ESCROW REMAINING (AFTER CURRENT REQUEST)			PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT COMPLETE
Class 4 Fabric										2731.47	\$ 11,909.21	-	\$ -	-	\$ -	2,731	\$ 11,909.21	-	-
2A Modified Base (6" Depth)										2731.47	\$ 23,818.42	-	\$ -	-	\$ -	2,731	\$ 23,818.42	-	-
19mm Binder Course (2" Depth)										2731.47	\$ 51,897.93	-	\$ -	-	\$ -	2,731	\$ 51,897.93	-	-
9.5mm Wearing Course (1.5" Depth)										2731.47	\$ 53,072.46	-	\$ -	-	\$ -	2,731	\$ 53,072.46	-	-
Topsoil and Seed Edges of Walking Path										7067.10	\$ 9,611.26	-	\$ -	-	\$ -	7,067	\$ 9,611.26	-	-
6" Wide Mown Trail										625.00	\$ 6,250.00	-	\$ -	-	\$ -	625	\$ 6,250.00	-	-
OFF-SITE ROAD IMPROVEMENTS																			
Saw Cut Asphalt										1299.50	\$ 2,196.16	-	\$ -	-	\$ -	1,300	\$ 2,196.16	-	-
Silt Topsoil										975.00	\$ 11,046.75	-	\$ -	-	\$ -	975	\$ 11,046.75	-	-
Excavate, Fine Grade and Compaction										471.00	\$ 8,157.72	-	\$ -	-	\$ -	471	\$ 8,157.72	-	-
Respread Topsoil										122.00	\$ 1,972.74	-	\$ -	-	\$ -	122	\$ 1,972.74	-	-
Permanent Seed, Straw, Mulch, and Tack										7700.00	\$ 893.00	-	\$ -	-	\$ -	7,700	\$ 893.00	-	-
Stone Safety Ledger										1705.00	\$ 6,820.00	-	\$ -	-	\$ -	1,705	\$ 6,820.00	-	-
Mill Roadway Notch										1705.00	\$ 6,837.05	-	\$ -	-	\$ -	1,705	\$ 6,837.05	-	-
Fine Grade and Compaction										1323.61	\$ 8,629.94	-	\$ -	-	\$ -	1,324	\$ 8,629.94	-	-
2A Compacted Stone (5" Depth)										1323.61	\$ 14,083.21	-	\$ -	-	\$ -	1,324	\$ 14,083.21	-	-
25mm Base Course (5" Depth)										1323.61	\$ 42,355.52	-	\$ -	-	\$ -	1,324	\$ 42,355.52	-	-
19mm Binder Course (3" Depth)										1323.61	\$ 30,720.99	-	\$ -	-	\$ -	1,324	\$ 30,720.99	-	-
Mill Roadway										1590.00	\$ 10,955.10	-	\$ -	-	\$ -	1,590	\$ 10,955.10	-	-
Sweep and Tack for Wearing Course										2785.00	\$ 2,812.85	-	\$ -	-	\$ -	2,785	\$ 2,812.85	-	-
9.5mm Wearing Course (1.5" Depth)										2785.00	\$ 24,619.40	-	\$ -	-	\$ -	2,785	\$ 24,619.40	-	-
SUBTOTAL ITEM G											\$ 2,851,076.03	-	\$ -	-	\$ -		\$ 2,851,076.03	-	-
H. SURVEYING																			
CADD/GPS Setup										1.00	\$ 10,000.00	-	\$ -	-	\$ -	1	\$ 10,000.00	-	-
Contractor Layout										1.00	\$ 119,515.63	-	\$ -	-	\$ -	1	\$ 119,515.63	-	-
Utility As-Built										1.00	\$ 35,000.00	-	\$ -	-	\$ -	1	\$ 35,000.00	-	-
Final Basin As-Built										8.00	\$ 12,800.00	-	\$ -	-	\$ -	8	\$ 12,800.00	-	-
Iron Pins & Monuments										291.00	\$ 72,750.00	-	\$ -	-	\$ -	291	\$ 72,750.00	-	-
SUBTOTAL ITEM H											\$ 250,065.63	-	\$ -	-	\$ -		\$ 250,065.63	-	-
I. LANDSCAPING & LIGHTING																			
LIGHTING																			
56 Watt - Type 3 Street/Parking Lot Lights										47.00	\$ 199,750.00	-	\$ -	-	\$ -	47	\$ 199,750.00	-	-
84 Watt - Type 3 Street/Parking Lot Lights										1.00	\$ 4,350.00	-	\$ -	-	\$ -	1	\$ 4,350.00	-	-
84 Watt - Type 5 Street/Parking Lot Lights										1.00	\$ 4,500.00	-	\$ -	-	\$ -	1	\$ 4,500.00	-	-
LANDSCAPING																			
Shrubs (24" to 30" Height)										735.00	\$ 44,100.00	-	\$ -	-	\$ -	735	\$ 44,100.00	-	-
Trees (7' to 8' Height)										159.00	\$ 51,675.00	-	\$ -	-	\$ -	159	\$ 51,675.00	-	-
Trees (8' to 10' Height) EVERGREENS										540.00	\$ 202,500.00	-	\$ -	-	\$ -	540	\$ 202,500.00	-	-
Trees (10' to 12' Height) ORNAMENTAL										213.00	\$ 85,200.00	-	\$ -	-	\$ -	213	\$ 85,200.00	-	-
Deciduous Trees (2.5" to 3" Caliber)										563.00	\$ 253,350.00	-	\$ -	-	\$ -	563	\$ 253,350.00	-	-
Street Trees (3" to 3.5" Caliber)										945.00	\$ 472,500.00	-	\$ -	-	\$ -	945	\$ 472,500.00	-	-
SUBTOTAL ITEM I											\$ 1,317,925.00	-	\$ -	-	\$ -		\$ 1,317,925.00	-	-
J. MISCELLANEOUS																			
Winterize Manholes, Inlets, and Gate Valves										148.00	\$ 13,616.00	-	\$ -	-	\$ -	148	\$ 13,616.00	-	-
Line Stripping										1.00	\$ 10,572.23	-	\$ -	-	\$ -	1	\$ 10,572.23	-	-
Regulatory Signs										1.00	\$ 15,181.31	-	\$ -	-	\$ -	1	\$ 15,181.31	-	-

ESCROW TABULATION										CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS										QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
Mailboxes											\$		\$	14	\$ 14,000.00	
RETAINING WALLS AND FENCES																
Excavate for Retaining Wall											\$		\$	2,854	\$ 9,189.24	
Retaining Walls (TOTAL)											\$		\$	19,619	\$ 484,196.92	
Retaining Wall Fence Sleeves											\$		\$	317	\$ 24,089.81	
Retaining Wall Fence											\$		\$	1,485	\$ 37,125.00	
Septic Field Fence											\$		\$	4,477	\$ 89,548.00	
10' Double Wide Gate											\$		\$	6	\$ 4,800.00	
Split Rail Fence with Wire and Gate											\$		\$	4,963	\$ 89,326.80	
3 Rail Fence with Wire (5' Tall)											\$		\$	1,075	\$ 19,350.00	
OFF-SITE IMPROVEMENTS																
Line Striping											\$		\$	1	\$ 11,220.21	
Traffic Control Devices											\$		\$	1	\$ 10,306.02	
Traffic Control											\$		\$	1	\$ 30,518.98	
SUBTOTAL ITEM J											\$		\$		\$ 863,018.52	
TOTAL IMPROVEMENTS - ITEMS A-J											\$		\$		\$ 9,437,874.36	
K. RETAINAGE (10%)											\$		\$		\$	
L. CONTINGENCY (10%)											\$		\$		\$ 943,787.44	
NET CONSTRUCTION RELEASE											\$		\$		\$ 10,381,661.79	#DIV/0!
SURETY AMOUNT											\$		\$		\$ 10,381,661.79	

EXHIBIT "B"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement among Upper Uwchlan Township ("Township"), and The Preserve at Marsh Creek LLC and McKee Builders LLC (collectively, the "Developer"), dated _____, 20__, concerning the construction, installation and completion of Phase 1 Improvements in the Preserve at Marsh Creek Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE Lexon Insurance Company, pursuant to the Financial Security Agreement, **TO REDUCE** the Phase 1 Financial Security, in the nature of a performance bond, among other things, the completion of said work and Phase 1 Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the bond.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Phase 1 Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Phase 1 Improvements described hereinbelow (or any other work performed and Phase 1 Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Phase 1 Improvements (as well as any other work and Phase 1 Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Phase 1 Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Phase 1 Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Phase 1 Financial Security authorized by this Certificate and Authorization have been determined as follows:

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

FINANCIAL SECURITY AGREEMENT**THE PRESERVE AT MARSH CREEK – PHASE 1**
SANITARY IMPROVEMENTS

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 20__ by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”); and **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company with offices at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 and **MCKEE BUILDERS LLC**, a Pennsylvania limited liability company with offices at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 (collectively, the “Developer”).

BACKGROUND:

A. Developer proposes to develop an approximately 142.733 gross acre piece of property, known as Chester County Tax Parcel No. 32-3-16 situate at 335 Milford Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as “The Preserve at Marsh Creek” (“Subdivision/Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Subdivision/Development on October 16, 2017. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined, in three construction phases, identified as “Stage 1”, “Stage 2” and “Stage 3” on the Plans (defined below).

C. The Secured Improvements for each construction phase of the Subdivision/Development shall be subject to the execution of separate Land Development Agreements and Financial Security Agreements to be executed prior to the commencement of construction for each phase.

D. Developer desires to obtain building permits for the construction of the buildings and appurtenant structures identified in Phase 1 of the Subdivision/Development, which includes 114 single-family detached dwelling units, 74 villa dwelling units, the adaptive reuse of one existing farmhouse and one recreation center building (“Phase 1”), together with such other permits as are necessary to undertake and complete all of the Phase 1 Secured Improvements.

E. In the Phase 1 Development Agreement, as hereinafter defined, Developer agreed to construct or install the Phase 1 Secured Improvements, as hereinafter defined, and to post

Phase 1 Financial Security to guarantee to the Township that the Phase 1 Secured Improvements will be constructed or installed by the date provided for in this Agreement.

F. The parties desire to set forth their agreement and understanding with respect to the said Phase 1 Financial Security and such other matters as hereinbelow set forth.

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

1. **Definitions; Interpretation.**

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

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

(2) “Tract” shall mean all that certain approximately 142.733 acre tract of property which is situate at 335 Milford Road in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) “Plans” shall mean that certain final subdivision and/or land development plan set entitled “Final Land Development Plan for The Preserve at Marsh Creek” prepared by Edward B. Walsh and Associates, Inc., dated March 1, 2017, last revised September 13, 2019, consisting of ninety (90) sheets, as more particularly described in the Development Agreement.

(4) “Subject Land Development” shall mean the Phase 1 proposed land development of the Tract as an active adult residential development, together with new streets and roads to serve the same and such other Phase 1 Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(5) “Improvements” shall mean the sanitary sewer Improvements that are to be located on the Tract as depicted on the Plans, and excluding the other site improvements, which are subject to separate Land Development and Financial Security Agreements.

(6) “Phase 1 Improvements” shall mean those sanitary sewer Improvements that are to be located in Phase on the Tract as depicted on the Plans.

(7) “Phase 1 Secured Improvements” shall mean all those certain Phase 1 Improvements for which the Phase 1 Financial Security is provided or to which the Phase 1 Financial Security otherwise relates. A list of the Phase 1 Secured Improvements is attached here to as Exhibit “A”.

(8) "Completion Date" shall mean the date specified in Section 2.D of the Phase 1 Development Agreement on or before which the Phase 1 Improvements shall be completed.

(9) "Financial Security" shall mean the Phase 1 Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement.

(10) "Surety" shall mean the bonding company chosen by Developer with which issues the Phase 1 Financial Security to the Township. The Surety must be authorized to conduct business in the Commonwealth.

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

(12) "Phase 1 Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of Phase 1 of the Subject Land Development which is dated on or about the date hereof.

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

2. Phase 1 Financial Security.

A. Developer, in accordance with and pursuant to the terms of this Agreement and at its sole cost and expense, shall establish and maintain Phase 1 Financial Security in accordance with the one of the following which is checked:

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

☐ An irrevocable, Standby Commercial Letter of Credit, issued by Financial Institution in favor of the Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "B" (the "Letter of Credit");

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

B. The Phase 1 Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Phase 1 Financial Security shall provide for and

secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Phase 1 Secured Improvements.

C. The initial amount of the Financial Security shall be \$ [REDACTED] which amount is 110% of the total of the estimated costs of completing the Phase 1 Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Phase I Secured Improvements, before construction of the Phase I Improvements may begin, Developer shall deposit with the Township a sum of money equal to [REDACTED] which sum represents 2% of the estimated cost of construction of the Phase I Secured Improvements (the "Inspection Escrow"). The Inspection Escrow shall be held in a non-interest bearing escrow account and shall be used by the Township to pay the costs of its professional consultants and engineer's inspection of the Phase I Secured Improvements (the "Inspection Fees"). The Township shall pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 1% of the estimated cost of construction of the Phase I Secured Improvements on deposit. The Inspection Escrow shall be used by the Township solely to pay invoices for Inspection Fees. The Township shall provide a copy of all invoices for the Inspection Fees to the Developer.

E. A notation shall appear on the records of the Surety providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Phase 1 Financial Security, (ii) the Phase 1 Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Phase 1 Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

3. Adjustments to Financial Security.

A. Developer agrees that the total amount of the Phase 1 Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Phase 2 Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement and the Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post additional Phase 1 Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Phase 1 Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Phase 1 Secured Improvements, or any part thereof, are not completed and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may have been previously extended.

B. Notice of any such additional Phase 1 Financial Security or of any such increase or other adjustment in the amount of the Phase 1 Financial Security, or any part thereof, shall be given in writing by the Township to Developer, and Developer shall post the amount of the additional Phase 1 Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

C. Any funds posted or provided under this Section 3 as additional Phase 1 Financial Security or as increases or other adjustments to the Phase 1 Financial Security shall become part of the Phase 1 Financial Security and fully subject to the terms and conditions of this Agreement.

4. Interim Releases of Funds.

A. As the work of the construction of the Phase 1 Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Phase 1 Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Surety of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "B" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Phase 1 Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Phase 1 Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Phase 1 Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default.

A. If any of the Phase 1 Secured Improvements have not been completed as depicted on the Plans, the Township shall have the right to demand and collect payment from the Surety of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Phase 1 Financial Security, or any part or lesser amount thereof which the Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

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

(2) The Township may draw amounts from and under the Phase 1 Financial Security prior to the performance of any work by or for the Township in order to complete the Phase 1 Secured Improvements or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by the Township for the completion, and/or (ii) bills received by the Township for the professional services.

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

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

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

(6) The right of the Township to demand payment and collect less than the full undrawn amount of the Phase 1 Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by the Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Phase 1 Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Phase 1 Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Phase 1 Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

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

6. Costs, Expenses and Fees.

A. If Developer fails to advance or reimburse the Township any costs, expenses or fees in accordance with and pursuant to Section 7 of the Phase 1 Development Agreement, Developer shall be in default of this Agreement, and the Township shall be authorized to collect the amount thereof from and under the Phase 1 Financial Security

(notwithstanding that the amount of the Phase 1 Financial Security, but for this Subsection A, is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Agreement.

B. Developer shall provide additional Phase 1 Financial Security, in a form acceptable to the Township and in the amount by which the Phase 1 Financial Security was reduced by any payment made to the Township from the Financial Security under provisions of Subsection A above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by the Township to Developer. Developer shall also provide the Township, within such fifteen (15)-day period, written proof of such additional Phase 1 Financial Security. The failure of Developer to provide the Township such additional Phase 1 Financial Security and written proof thereof within such time shall constitute a default or breach under this Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both this Agreement and the Phase 1 Development Agreement and/or as otherwise provided by law, until the default or breach is properly and fully cured. The additional Phase 1 Financial Security shall be and constitute Phase 1 Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Phase 1 Financial Security; Termination of Agreement.

A. After all of the Phase 1 Secured Improvements have been completed in accordance with the Phase 1 Development Agreement, and after all of the provisions of the Phase 1 Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all Phase 1 Improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the Surety in writing to release the balance of the Phase 1 Financial Security. Such release authorized by the Township shall be the final release of the Phase 1 Financial Security, and shall further release Developer and the Surety from and under the Phase 1 Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Phase 1 Financial Security, this Agreement shall terminate without further action of the parties being required and neither Developer nor the Surety shall have any further liability under this Agreement.

8. Validity and Enforceability of Phase 1 Financial Security.

A. The Phase 1 Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Agreement.

B. During the continuance of this Agreement, Developer shall, as may be requested by written notice from the Township from time to time or at any time, provide

verification and proof to the Township concerning the existence, validity and enforceability of the Phase 1 Financial Security. The verification and proof shall be satisfactory to the Township.

C. Developer agrees and hereby authorizes the Surety, during the continuance of this Agreement, to release to the Township any information as may be requested from time to time or at any time by the Township concerning the financial affairs of Developer relative to this Agreement and the Phase 1 Financial Security.

D. If the Township determines that, upon the information provided or not provided pursuant to Subsections B and/or C above, the Phase 1 Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Phase 1 Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Phase 1 Financial Security within thirty (30) days of the date of the notice.

E. Developer agrees that any and all notices from the Township to the Surety demanding payment of, from and under the Phase 1 Financial Security shall be valid and enforceable, and shall be honored by the Surety if given to the Surety during the continuance of this Agreement.

9. Surety Non-Responsibility.

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

B. Developer and the Township further agree that Surety shall not have any duty or responsibility with respect to the Phase 1 Financial Security other than to comply with the terms of this Agreement that apply to the actions which the Surety is to take or not take with respect to the Phase 1 Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Phase 1 Financial Security, are for the sole benefit of the Township, and shall not be affected, in any way, by any default, action or omission of Developer.

D. The Township and Developer further agree and acknowledge that the Surety assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Phase 1 Improvements or the obligations of the Developer under this Agreement or the Phase 1 Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Phase 1 Financial Security and/or for all other actions of the Surety under, pursuant and/or related to this Agreement are the sole responsibility of Developer

and shall be billed to and paid directly by Developer, and no amount of, from or under the Phase 1 Financial Security may be used by or paid to the Surety for such charges. Developer agrees that the Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend the Township from and against any such charges.

11. Interest.

If any interest accrues on account of the Phase 1 Financial Security, such interest shall merge with and become part of the funds represented by the Phase 1 Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

12. Insolvency of Developer.

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Phase 1 Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

13. Payments, Reductions or Releases of Financial Security.

It is expressly and specifically understood, covenanted and agreed by Developer and Surety that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Phase 1 Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Phase 1 Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section shall render Developer liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by Developer under this Agreement because the Phase 1 Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Surety's obligations under this Section shall render the Surety liable for all damages to the Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which the Township is required to pay in order to cure any default or breach by the Surety for releasing or reducing the Phase 1 Financial Security except in accordance with the terms of this Agreement.

14. Notices.

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

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

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

15. **Miscellaneous.**

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

UPPER UWCHLAN TOWNSHIP

Attest:

Gwen A. Jonik
Secretary

By: _____
Guy A. Donatelli, Chairman

DEVELOPER
THE PRESERVE AT MARSH CREEK LLC,
a Pennsylvania limited liability company
By: HIGHGROVE HOLDINGS, LLC,
a Pennsylvania limited liability company,
its sole member

Attest:

By: _____
Kevin E. McLaughlin, Vice President

MCKEE BUILDERS LLC,
a Pennsylvania limited liability company

Witness:

By: _____
Kevin E. McLaughlin, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of HIGHGROVE HOLDINGS, LLC a Pennsylvania limited liability company, sole member of THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited liability company, its sole member, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF DELAWARE :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of MCKEE BUILDERS LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT “A”

List of Secured Improvements

EXHIBIT "B"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and The Preserve at Marsh Creek LLC ("Developer"), dated _____, 20__ , concerning the construction, installation and completion of Phase 1 Improvements in the Preserve at Marsh Creek Development have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE Lexon Insurance Company, pursuant to the Financial Security Agreement, **TO REDUCE** the Phase 1 Financial Security, in the nature of a performance bond, among other things, the completion of said work and Phase 1 Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the bond.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by the Township of the work and Phase 1 Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by the Township of its rights to inspect and approve the work and Phase 1 Improvements described hereinbelow (or any other work performed and Phase 1 Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Phase 1 Improvements (as well as any other work and Phase 1 Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Phase 1 Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Phase 1 Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Phase 1 Financial Security authorized by this Certificate and Authorization have been determined as follows:

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

**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, \pm 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 $[400,000 \text{ gpd} \text{ less } [62,840 \text{ gpd allocable to the Project density} + 22,500 \text{ gpd allocable to bonus density}] = 314,660 \text{ gpd}; 314,660 \text{ gpd divided by } 400,000 \text{ gpd} = 78.7\%]$. 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 the 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 130,600 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 gpd x 3.8) / 1,440 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

ITEM NUMBER	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
1.0	Upgrades to Route 100 Regional WWTP (2 SBRS)				
1.01	Precast Post Tensioned Tankage	1	EA	\$ 850,000.00	\$ 850,000.00
1.02	Access Walkways and Stairs	1	EA	\$ 150,000.00	\$ 150,000.00
1.03	SBR Equipment Package	1	EA	\$ 904,590.00	\$ 904,590.00
1.04	Installation of Treatment Equipment	1	EA	\$ 235,000.00	\$ 235,000.00
1.05	Piping , Valves and Mechanical Work	1	EA	\$ 225,000.00	\$ 225,000.00
1.06	Internal Building Modification and Piping	1	EA	\$ 125,000.00	\$ 125,000.00
1.07	Site Work	1	EA	\$ 225,000.00	\$ 225,000.00
1.08	Electric Work	1	EA	\$ 300,000.00	\$ 300,000.00
1.09	SCADA Upgrade	1	EA	\$ 75,000.00	\$ 75,000.00
				Subtotal	\$ 3,089,590.00
				Mobilization and Closeout (2%)	\$ 61,791.80
				Inspection (5%)	\$ 154,479.50
				Construction Assistance (2%)	\$ 61,791.80
				Contingency (10%)	\$ 308,959.00
				TOTAL	\$ 3,676,612.10

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



November 14, 2019

Board of Supervisors
Township of Upper Uwchlan
415 Eagleview Boulevard, Suite 116
Exton, PA 19341

Re: McKee-Milford Associates, LP/The Preserve at Marsh Creek LLC

Dear Mr. Donatelli, Ms. D'Amico and Mr. Goncharoff:

McKee-Milford Associates, LP and The Preserve at Marsh Creek LLC (together, "The Preserve"), are parties to that certain Agreement dated May 20, 2019 (the "Agreement") by and among and the Reserve at Eagle Homeowners Association (the "HOA"), which Agreement provides for an temporary construction and permanent easement over HOA open space for conveyance pipes and facilities transporting treated effluent from the Upland Farm treatment facilities to drip fields to be located on the Feters property.

The Preserve hereby undertakes and agrees, in consideration of the approval of that certain Agreement for the Expansion of The Route 100 Central Wastewater Treatment Plant (the "Expansion Agreement") by the Township and the Upper Uwchlan Township Municipal Authority (the "Authority"), and their respective execution and delivery of such Expansion Agreement, that the form of Permanent Easement (as defined in the Agreement) to be delivered by the HOA to the Township and the Authority shall be in the form attached hereto, which form shall replace the form presently attached as "Exhibit F" to the Agreement and which form provides for, *inter alia*, a thirty (30) foot wide easement area as is required by the Township and the Authority pursuant to Section 7(d) of the Expansion Agreement.

Very Truly Yours,

McKee-Milford Associates, LP

By: 

Kevin E. McLaughlin

Vice-President, Delchester Partners LLC, its sole
general Partner

The Preserve at Marsh Creek LLC

By: 

Kevin E. McLaughlin

Vice-President

Encl.

PREPARED BY AND RETURN TO:

Riley Riper Hollin & Colagreco
Attn.: Matthew G. Hauber, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341
(610) 458-4400

UPI Nos. 32-3-16 & 32-3-640

TREATED WASTEWATER CONVEYANCE FACILITIES EASEMENT AGREEMENT

THIS TREATED WASTEWATER CONVEYANCE FACILITIES EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 20____, by and between THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited partnership ("Preserve"), with an address of 940 Sproul Road, Suite 301, Springfield, Pennsylvania 19064; and THE RESERVE AT EAGLE HOMEOWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation ("Reserve"), with an address of c/o CAMCO Management, 511 West Chester Pike, Havertown, PA 19083.

BACKGROUND

A. Reserve is the legal owner of certain 18.5 acre, more or less, tract of land known as "Open Space J", as shown on a plan entitled "Record Plan, The Reserve at Eagle" Sheet Nos. 1 through 12, prepared by Eastern States Engineering, Inc., Huntingdon Valley, PA 19006, dated November 19, 1999, last revised September 21, 2001, located within the residential subdivision known as The Reserve at Eagle, situate in Upper Uwchlan Township, Chester County, Pennsylvania, pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Deed Book 6205, Page 1966, and further identified as UPI No. 32-3-640 (the "Reserve Property").

B. Preserve is the owner of, and intends to develop a residential subdivision on, a certain 141.4 acre, more or less, tract of land abutting the Reserve Property to the west, known as 370 Milford Road, Downingtown, PA 19355, situate in Upper Uwchlan Township, Chester County, Pennsylvania, and further identified as UPI No. 32-3-16 (the "Development").

C. Upper Uwchlan Township ("Township") is the owner, and Upper Uwchlan Township Municipal Authority ("Authority") is the operator, of sewage treatment facilities consisting of drip fields, dosing stations, an effluent storage tank, and accessories and appurtenances thereto (collectively, the "Sewage Facilities") located on that certain 53.7 acre, more or less, tract of land known as the "Upland Farms Effluent Disposal Facilities" abutting the Reserve Property to the east, situate in Upper Uwchlan Township, Chester County,

Pennsylvania, pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Deed Book 8838, Page 484 and further identified as UPI No. 32-3-19 (the "Township Property").

D. Preserve desires to provide sanitary sewer service to the Development, which will be provided by the Township and the Authority, and in order to do so, Preserve is required by the Township and the Authority to return treated wastewater to the Development for disposal in the fields to be located on the Development and designed and equipped for such purpose (the "Drip Fields").

E. Pursuant to an unrecorded temporary construction easement granted by Reserve in favor of Preserve, Preserve has constructed and installed on the Reserve Property treated wastewater conveyance facilities, consisting of two (2) treated wastewater mains (with attendant facilities) and, if required by the Authority, a communication cable (collectively, the "Conveyance Facilities"), for the conveyance of treated wastewater from the Sewage Facilities on the Township Property, across the Reserve Property and to the Drip Fields. The Conveyance Facilities are located in that portion of the Reserve Property as more particularly described in the legal description attached hereto as Exhibit "A" and depicted in the _____ Plan dated _____, 20____ prepared by _____ attached hereto as Exhibit "B" (the "Easement Area").

F. Preserve has requested that Reserve grant and convey to Preserve [the Township and/or the Authority] a permanent, irrevocable, thirty (30) foot wide easement, with ten (10) feet on each side of the Conveyance Facilities being exclusive and the remaining five (5) feet on each side of the Conveyance Facilities being non-exclusive on, over, under, across and through the Easement Area for (1) the conveyance of treated wastewater from the Sewage Facilities on the Township Property, through the Conveyance Facilities on the Reserve Property and to the Drip Fields, and (2) the maintenance, repair and replacement of the Conveyance Facilities. It is intended that Preserve will offer to assign and dedicate such easement to the Township and/or Authority, and that upon said acceptance of dedication, the Township and/or Authority shall assume the rights and responsibilities of Preserve set forth herein. Reserve has agreed to grant and convey said easement upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Incorporation of Background Paragraphs. The foregoing Background paragraphs are incorporated herein by this reference as if fully set forth herein.

2. Treated Wastewater Facilities Easement. Reserve hereby grants and conveys to Preserve, its successors and assigns (specifically including, without limitation, the Township and the Authority), a permanent, irrevocable, non-exclusive thirty (30) foot wide easement, with ten (10) feet on each side of the Conveyance Facilities being exclusive and the remaining five (5) feet on each side of the Conveyance Facilities being non-exclusive on, over, under, across, through and in the Easement Area and Appurtenant Lands (defined below) for (1) the

conveyance of treated wastewater from the Sewage Facilities on the Township Property, through the Conveyance Facilities on the Reserve Property and to the Drip Fields, and (2) the maintenance, repair and replacement of the Conveyance Facilities (the “Easement”). “Appurtenant Lands” means those portions of the Reserve Property immediately adjacent to the Easement Area, the use of which and/or access to is reasonably necessary to maintain, repair and replace the Conveyance Facilities.

3. Maintenance Obligations.

a. Preserve shall be responsible at its sole cost and expense for the maintenance of the treated wastewater conveyance facilities in the Easement Area. Unless and until the Township, the Authority or other applicable governmental authority or utility provider accepts dedication thereof, Preserve shall be responsible at its sole cost and expense for the maintenance, repair, and replacement of said treated wastewater conveyance facilities in accordance with all applicable laws, rules and regulations of any applicable governmental authority with jurisdiction over said treated wastewater facilities. Preserve shall promptly repair, remediate and/or restore any real or personal property which is damaged or disturbed by such maintenance to the condition which existed immediately prior to such maintenance or to the reasonable satisfaction of the Reserve.

b. Subject to improvements permitted to be located within the Easement Area by the Township, including without limitation, the Conveyance Facilities, Reserve and Preserve shall not construct or permit to be constructed any building, structure or improvement on or over the Easement Area that would interfere with the proper operation of the Conveyance Facilities required to serve the Development.

c. Preserve shall perform all work, activities and operations on or about the Reserve Property in the exercise of its rights under the Easement in a good and workmanlike manner, pursuant to sound engineering and construction principles, and in compliance with all laws, rules and regulations applicable thereto, including without limitation all Township permits and approvals issued for said work, all at Preserve’s sole cost and expense.

4. Dedication. Upon acceptance of dedication of the Easement and Conveyance Facilities by the Township and/or the Authority, Preserve shall have the right to assign, transfer, convey and dedicate this Easement and/or the Conveyance Facilities to the Township and/or Authority, such dedication to be effected by the execution by Preserve of an instrument in form approved by the Township and/or Authority, and duly acknowledged and accepted by the Township and/or Authority, and effective upon the recording thereof in the Office of the Recorder of Deeds of Chester County, Pennsylvania. Upon said acceptance of dedication, the Township and/or Authority, as the case may be, shall assume the rights and responsibilities of Preserve set forth herein, including the obligation to indemnify Reserve as specified below.

5. Indemnification. Preserve shall indemnify, defend and hold harmless Reserve, its successors and assigns, from and against all liabilities, losses, claims, costs, actions, suits, damages, fines, penalties, expenses or demands (including but not limited to, reasonable counsel fees incurred in such actions and for enforcing this indemnity) (collectively, “Claims”) arising

out of or caused by the acts or omissions of Preserve, or its successors, assigns, agents, employees, officers, invitees, contractors or subcontractors in connection with this Easement. Preserve's duty to indemnify shall not apply to the extent Claims arise, in whole or in part, (a) from the negligence or willful misconduct of Reserve, and/or (b) after the date the Township and/or Authority accepts dedication of the Easement and/or Conveyance Facilities.

6. Proof of Insurance. Prior to undertaking any work under the Easement, Preserve shall obtain, or cause its contractor to obtain, an industry standard commercial general liability insurance policy in a commercially reasonable amount. Such policy shall name Reserve as an additional insured. Such insurance shall be maintained until such time as the Easement and the sanitary sewer facilities are dedicated to the Township, the Authority, a utility provider, governmental authority or the homeowners' association for the Development and such entity assumes the responsibility for operation and maintenance of the sanitary sewer facilities.

7. Notice. All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served if: (a) hand delivered against receipt, (b) mailed registered or certified mail, postage prepaid, return receipt requested, or (c) sent by nationally recognized overnight carrier, in each case to the addresses provided above or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. All notices shall be deemed received: (i) if hand delivered against receipt, on the day of such delivery, (ii) if sent by registered or certified mail, posted prepaid, return receipt requested, three business (3) days after it is sent (iii) if sent by nationally recognized overnight carrier, one (1) business day after it is sent.

8. Amendment. The parties agree that this Agreement cannot be amended except by written amendment signed by all of the parties and the Township and Authority, if not yet assigned to one and/or both.

9. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law rules. If any provision of this Agreement or application of thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement and the application of such provision to any other party or circumstance shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Counterparts. This document may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same document.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, and shall run with the land.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the day and year first above written.

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

By: _____
Name:
Title:

THE RESERVE AT EAGLE HOMEOWNERS
ASSOCIATION, INC., a Pennsylvania non-profit
corporation

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF DELAWARE :

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of THE PRESERVE AT MARSH CREEK LLC, a Pennsylvania limited liability company, and, being authorized to do so, acknowledged that s/he as such authorized signatory executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of THE RESERVE AT EAGLE HOMEOWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation, and, being authorized to do so, acknowledged that s/he as such authorized signatory executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My commission expires:

EXHIBIT “A”

EXHIBIT “B”



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

FROM: Shanna Lodge, Acting Township Manager

SUBJECT: Cathodic Protection Easement Agreement

DATE: November 15, 2019

Attached for your consideration is an easement agreement with Enterprise TE Pipeline Company, LLC. The easement allows for the installation of cathodic protection in the Right-of-Way of Township Line Road. Cathodic Protection is a crucial to the long-term integrity of the existing pipeline.

The location was chosen and engineered with the goal of limiting any deleterious impacts to Township property, specifically, the Lakeridge Wastewater Treatment Facility. Enterprise TE Pipeline Company, LLC will provide the Township with a donation in the amount of \$10,000 to be used at the Board's discretion.

The easement agreement has been reviewed and revised by the Township Solicitor.

Prepared By/ Return To:

Michael D. Brown
Enterprise Products Land Dept- 9420 Building
P.O.Box 4324
Houston, Texas 77210-4324

Line No. A3
Tract No. 30
UPI No. 32-6-28-E

CATHODIC PROTECTION EASEMENT AGREEMENT

THIS AGREEMENT, is made this _____ day of _____ 2019, by and between **UPPER UWCHLAN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania with a temporary address of 415 Eagleview Boulevard, Suite 116, Exton, Pennsylvania 19341 (herein referred to as "Grantor") and **ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC**, a Texas limited liability company with an address of 1100 Louisiana Street, Houston, Texas 77002 (herein referred to as "Grantee"), its successors and assigns as follows:

W I T N E S S E T H

GRANT. In consideration of the payment of the sum of Ten Thousand (\$10,000.00) Dollars and other good and valuable consideration, Grantor hereby grants to Grantee the exclusive right to:

- (1) construct, operate, maintain, replace, repair, alter the size of and remove or abandon a cathodic protection unit and appurtenances thereto ("CPU") for a pipeline and/ or underground cable system, including without limitation, electric transmission lines, conduits, wires, cables, anodes, ground beds, circuits, cathodic protection equipment and rectifiers;
- (2) connect inlet and outlet electric lines to and from the cathodic protection equipment, including, without limitation, the right to construct, operate, maintain, repair, replace, change the size of and remove or abandon poles together with the necessary guys and other supports, attachments and incidental equipment necessary or proper for use in connection with said electric transmission lines;
- (3) ingress to and egress from the Permanent Right-of-Way (as described below) by means of existing roads and other reasonable routes on the Property described herein; and
- (4) exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time

to: (a) clear the Permanent Right-of-Way of all obstructions and (b) clear, cut, trim, and remove any and all vegetation, trees, and brush and overhanging branches from the Permanent Right-of-Way by various means, including the use of herbicides approved by the State/Commonwealth of Pennsylvania or the United States Environmental Protection Agency (or successor-in-duty).

under, on, across and through a strip of Grantor's property which is a 28.2 acre tract of land more or less, situate in Upper Uwchlan Township, Chester County, Pennsylvania and being more particularly described in that certain Deed recorded in the Office of the Recorder of Deeds of Chester County on November 19, 1999 in Deed Book 4670, at Page 1620 (the "Property").

The Property's tax parcel identification number is **32-6-28-E**.

PERMANENT RIGHT-OF-WAY. The Permanent Right-of-Way shall be a strip of land containing 1,503 square feet in area, as shown on Exhibit "A" attached hereto and made a part hereof (the "Permanent Right-of-Way"). Grantee shall not install the power drop and rectifier in the Permanent Right-of-Way but instead shall install such facilities in the existing pipeline right of way that was granted to Grantee's predecessor in a Right of Way dated September 9, 1941, recorded in the Office of the Recorder of Deeds of Chester County on August 21, 1941 in Misc. Book V20, page 221.

RELOCATION OF PERMANENT RIGHT OF WAY. In the event the business or operations of Grantor should make it necessary or desirable in the Grantor's sole discretion to use the Property through which the Permanent Right-of-Way passes in a manner which would make it necessary or advisable to adjust the location of the CPU, Grantee, at its sole cost, risk and expense, will accomplish such adjustment within 90 days after it is notified to do so by the Grantor. In the event relocation is required, Grantor agrees to furnish Grantee with suitable land for the relocation at no additional cost, subject to the terms of this Agreement. Such notice shall designate the location on Grantor's Property to which the facilities are to be relocated. Grantee agrees, in the event of such request by Grantor, that in accomplishing any relocation, it will leave the portion of the Property which is vacated in substantially the same condition as when entered upon by the Grantee.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the Permanent Right-of-Way as defined above, Grantor grants to Grantee a temporary construction easement (the "Temporary Construction Easement") which adjoins the Permanent Right-of-Way in the location shown on Exhibit "A", which contains 13,614 square feet adjacent to and parallel with the Permanent Right-of-Way for the purpose of enabling Grantee to initially construct the CPU including restoration or clean-up activities. The Temporary Construction Easement shall revert to Grantor upon completion of the construction of the CPU.

GRANTOR'S RIGHT OF POSSESSION. The CPU shall be buried so as not to interfere with the use of the Property. Grantor may fully use and enjoy the Property to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over the Permanent Right-of-Way of any installed pipeline without the written consent of Grantee, and shall not place or permit to be placed any temporary or permanent structure or obstruction of any kind, including but not limited to buildings, mobile homes, trees, unapproved fences, shrubs taller than five (5) feet at maturity, on or over the Permanent Right-of-Way and shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Permanent Right-of-Way, nor permit the Permanent Right-of-Way to be covered by standing water, except in the course of normal seasonal irrigation. Notwithstanding the above, Grantor shall be permitted to construct a paved access driveway on the Property over the Permanent Right-of-Way.

PAYMENTS FOR DAMAGE. Grantee agrees to pay for any and all damage to the Property that is caused by the construction, operation and maintenance of the CPU and the exercise of the rights granted pursuant to this Agreement.

ARBITRATION OF DAMAGE. If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three disinterested arbitrators. The arbitration and the award shall be limited to the amount payable for damages pursuant to the preceding paragraph. Each party shall appoint one arbitrator each, and the two so appointed shall appoint the third. The award shall be a majority decision and shall be final and conclusive, with costs for arbitration determined by the arbitrators.

SUCCESSORS. All rights and duties under this Agreement shall benefit and bind Grantor and Grantee and their respective heirs, successors and assigns.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the Manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE – THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURES TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DOCUMENT, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS

AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED, 1980, OCT. 10, P.L. 874, NO 156 SECTION 1.

PARTIAL INVALIDITY. If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those to which it is held to be invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each agreement, obligation and other provision of this Agreement shall be deemed and construed as a separate and independent obligation of the party bound by the undertaking or making the same and not dependent on any other provision of this Agreement unless expressly so provided.

GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

WITNESS the following signature(s) and seal(s):

ATTEST

UPPER UWCHLAN TOWNSHIP

Gwen Jonik, Secretary

By:

Guy A. Donatelli
Chairman, Board of Supervisors

ATTEST

**ENTERPRISE TE PRODUCTS
PIPELINE COMPANY LLC**

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CHESTER

On this, the _____ day of _____, 2019, before me, a Notary Public, the undersigned, personally appeared Guy A. Donatelli, who acknowledged himself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that as such official, being authorized to do so, she executed the foregoing instrument for the purposes therein contained by signing the name of said township by herself as such officer.

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

Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF _____

On this, the _____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of Enterprise TE Products Pipeline Company LLC, and that he/she, being authorized to do so, executed the within instrument for the purposes therein contained.

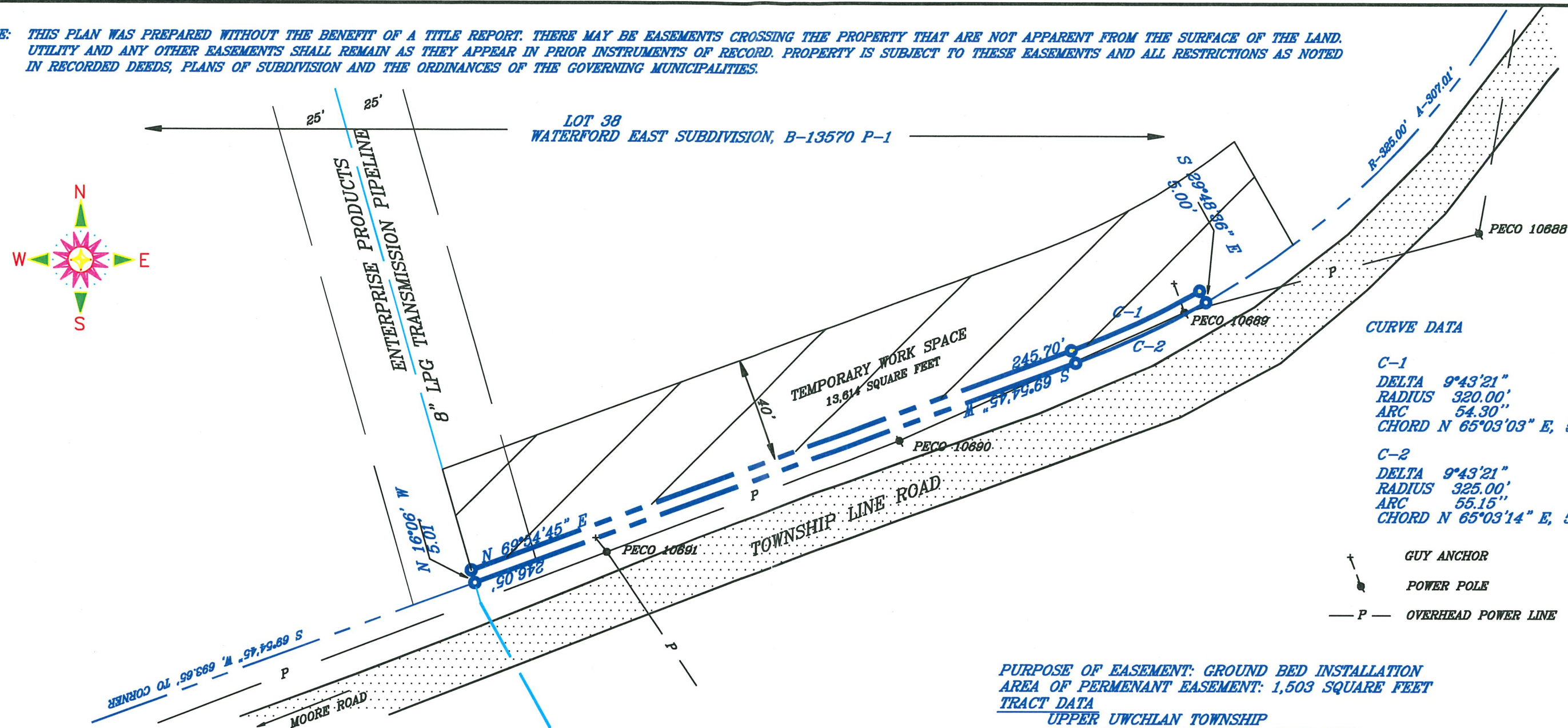
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name

My Commission Expires: _____

NOTE: THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS CROSSING THE PROPERTY THAT ARE NOT APPARENT FROM THE SURFACE OF THE LAND. UTILITY AND ANY OTHER EASEMENTS SHALL REMAIN AS THEY APPEAR IN PRIOR INSTRUMENTS OF RECORD. PROPERTY IS SUBJECT TO THESE EASEMENTS AND ALL RESTRICTIONS AS NOTED IN RECORDED DEEDS, PLANS OF SUBDIVISION AND THE ORDINANCES OF THE GOVERNING MUNICIPALITIES.



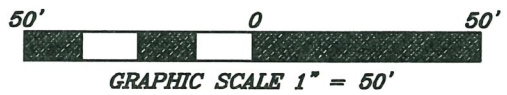
CURVE DATA

C-1
DELTA 9°43'21"
RADIUS 320.00'
ARC 54.30"
CHORD N 65°03'03" E, 54.24'

C-2
DELTA 9°43'21"
RADIUS 325.00'
ARC 55.15"
CHORD N 65°03'14" E, 54.08'

† GUY ANCHOR
● POWER POLE
— P — OVERHEAD POWER LINE

PURPOSE OF EASEMENT: GROUND BED INSTALLATION
AREA OF PERMANENT EASEMENT: 1,503 SQUARE FEET
TRACT DATA
UPPER UWCHLAN TOWNSHIP
DEED BOOK VOLUME 4670, PAGE 1620
LOT 38
WATERFORD EAST SUBDIVISION, B-13570 P-1
ENTERPRISE TE PRODUCTS PIPELINE COMPANY, LLC
EASTERN OPERATIONS-NORTHERN REGION
4536 ROUTE 136
SUITE #5
GREENSBURG, PA 15601
SURVEY CONTROL
CONCRETE MONUMENT - LOT 2
CONCRETE MONUMENT - LOT 4



REVISION: 9-27-19

SURVEY IS NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE
IN BLUE INK OVER THE RAISED SURVEYOR'S SEAL



ALL RIGHTS RESERVED DO NOT DUPLICATE
COPYRIGHT © 2019

PROPOSED GROUND BED EASEMENT				
PREPARED FOR				
ENTERPRISE TE PRODUCTS PIPELINE COMPANY, LLC				
SITUATE				
WATERFORD EAST SUBDIVISION				
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA				
PREPARED BY:				
VICTOR P. REGOLA AND ASSOCIATES INC.				
402 CLAWSON AVENUE				
YOUNGWOOD, PA 15697				
(724) 925 - 6440				
DRAWN BY:	RB	9-11-19	SCALE:	DRAWING NO.
CHECKED BY:	CL	2019-22	1" = 50'	1 OF 1